**PUBLIC**

Fogler, Rubinoff LLP

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Reply To: Leah Price
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Our File No. 07/5264

April 1, 2010

**VIA EMAIL**

Competition Tribunal
Thomas D'Arcy McGee Building
#600- 90 Sparks Street
Ottawa, Ontario
K1P 5B4



Attention: Jos LaRose

Dear Mr. LaRose:

**Re: Nadeau Poultry Farm Limited ("Nadeau") v. Groupe Westco Inc. ("Westco")**
**CT-2008-004**

We have for response Westco's informal motion, which was filed by letter dated March 30, 2010.

As a preliminary matter, we note that our disclosure package was served at 3:05 p.m. on Friday. We received an email from counsel for Westco at 3:15 p.m. on the following Monday, demanding that we waive confidentiality, and further demanding a response by 6:00 p.m. that same day. We responded to Westco's email first thing Tuesday morning (8:49 a.m.) to advise Westco that we would provide it with a public version of the disclosure package in due course. It was our intention to serve the proposed public version within the next day or two. However, we were served with this "urgent" motion at 3:08 p.m. that same day. Accordingly, we have now directed our efforts to providing the Tribunal with a prompt response to this motion.

We also point out that Westco's letter contains a number of inaccuracies and omissions to which Nadeau must respond.

Firstly, Westco failed to include Nadeau's disclosure package as part of its "informal motion". Accordingly, for the sake of a complete record, we enclose a full copy of our March 26, 2010 disclosure package as **Schedule "A"** to this response.

Secondly, Nadeau did not "refuse" to "allow representatives of Westco to know ***any*** of the evidence to be adduced against it at the sentencing stage". This assertion is false. Nadeau's disclosure package was comprised of the following:

1. A letter dated March 26, 2010 over which no confidentiality was claimed;

2. A List of Documents upon which the Applicant May Rely for the Sentencing Hearing (the "**List of Documents**") over which no confidentiality was claimed;

3. Copies of new documents (the "**New Documents**"), as follows:

   (a) The Will-Say Statement of Yves Landry over which confidentiality was claimed;

   (b) The Affidavit of Sabrina Santoianni (re: disbursements) and Bill of Costs as of February 23, 2010 over which confidentiality was claimed;

   (c) The Estimated Bill of Costs over which confidentiality was claimed;

   (d) The Affidavit of Grant Robinson, sworn March 26, 2010 (the "**Second Report**"), over which confidentiality was claimed; and

   (e) The "Case Details : CT-2008-004" (from the Competition Tribunal's website) over which no confidentiality was claimed.

   With respect to the documents listed in the List of Documents, other than the New Documents, all but two of them are:

   (a) public;

   (b) confidential level "B", such that Mr. Soucy had already seen them; or

   (c) documents that were disclosed to Mr. Soucy during the course of the November hearing for contempt.

   By this letter, Nadeau wishes to clarify its position with respect to the two documents listed as confidential exhibits in the List of Documents:

   (i) **The Landry Affidavit (Exhibit CA-8 - Main Hearing)**: Nadeau only intends to rely upon paragraphs 9-12 and 41-57 of the Landry Affidavit, and Exhibits "D" and "I" thereto. Nadeau is prepared to permit Mr. Soucy to see these paragraphs. Exhibit "I" was a Confidential Level "B" document. Accordingly, Mr. Soucy has already seen it. With respect to Exhibit "D", Nadeau maintains confidentiality over the document; and

   (ii) **The expert report of Grant Robinson, sworn September 19, 2008** (the "**Original Report**") **(Exhibit CA-89 - Main Hearing)**: Nadeau only relies on that portion of the Original Report that is included as Exhibit "F" to Mr. Robinson's Second Report. Accordingly, it is not necessary for Mr. Soucy to see Mr. Robinson's Original Report, as it will not be relied upon by Nadeau. For the sake of clarity, Nadeau maintains confidentiality over the Original Report.

Thirdly, Westco's assertion that "Nadeau's refusal effectively prevents any representative of the defendant corporation from reviewing any evidence whatsoever which Nadeau intends to lead in at the sentencing hearing" is also wholly inaccurate. As outlined above, the majority of the documents included in or referred to in the disclosure package had previously been disclosed to Mr. Soucy. If such was not clear, by way of this letter, we confirm that Mr. Soucy can still see documents he has already seen.

In an attempt to resolve these matters, Nadeau is prepared to agree to the following with regard to the New Documents over which confidentiality was claimed:

1. Mr. Soucy can see Mr. Landry's Will-Say Statement and the specific paragraphs of Mr. Landry's Affidavit, sworn September 23, 2008 (the "**Landry Affidavit**"), that are referred to therein;

2. Mr. Soucy can see the Affidavit of Sabrina Santoianni (re: disbursements) and the two Bills of Costs; and

3. With respect to the Second Report, attached hereto as **Schedule "B"** is a proposed redacted version of the Second Report, consistent with Nadeau's position herein, which Nadeau is prepared to disclose to Mr. Soucy under the terms outlined in Westco's letter (i.e., that his review be governed by the confidentiality undertaking previously filed with the Tribunal).

The remaining few pieces of information that Nadeau continues to hold confidential relate to confidential financial data of Nadeau, and to the confidential pricing arrangement between Nadeau and its customer. The confidentiality of this information has been recognized throughout these proceedings, including by Westco, and by the Tribunal. (See, in this connection, for example, the Tribunal's Order Relating to a Public Version of the Tribunal's Confidential Reasons for Order and Order of June 8, 2009.) We note that, despite the fact that such information was held confidential throughout the main application, Westco experienced no difficulty in "instructing counsel leading up to and during" the main hearing. Nor did Westco experience any difficulty in preparing and filing responding material, including preparing and filing responding expert evidence.

At pages 3-4 of its letter, Westco cites *R. c. Marceau* in support of its argument that the sentencing proceedings are part of a single (criminal) trial. However, Westco took a different position on this very issue in its letter to the Tribunal dated February 17, 2010, wherein Westco argued for bifurcation, saying that the contempt proceedings can be analogized to civil proceedings wherein damages are dealt with separately:

> *"the rationale relied upon is equally applicable to the adjournment of the sentencing hearing in the context of contempt proceedings in which guilt is assessed separately from penalty."*[1]

Westco also argues that the "accused", Westco, has the right to be personally present throughout the trial, including at the sentencing. However, subsection 650 (1) of the *Criminal Code* (the subsection referred to in the extract from *Marceau* quoted by Westco) provides:

> *"... an accused, other than an organization, shall be present in court during the whole of his or her trial"* [emphasis added]

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[1] A copy of this letter is attached as **Schedule "C"**. The quote is from page 2 thereof.

Corporations have neither the right, nor the obligation, to be "personally" present throughout their trial. Rather, section 620 of the *Criminal Code* provides that corporations "shall appear and plead by counsel or agent."

Westco also relies on *Canadian Radio-Television and Telecommunications Commission v. Canada (Human Rights Tribunal)*, at pages 2-3 of its letter. That case deals with the interpretation of subsection 50(1) of the *Canadian Human Rights Act*, and the effect of that section on a witness exclusion order. Nadeau submits that this decision is irrelevant to the issue at hand, which relates solely to whether information should now be disclosed to Mr. Soucy (i.e., in advance of the hearing). Moreover, this case does not deal at all with the issue at bar, which is whether Nadeau should be obliged to disclose information that is subject to the terms of a Confidentiality Order made by this Tribunal.

Westco also relies upon certain portions of the Supreme Court decision in *R. v. Gardiner*.[2] However, in a portion of that decision which was omitted from Westco's letter, the Supreme Court holds that a sentencing hearing is very different from a trial:

> *"It is a commonplace that the strict rules which govern at trial do not apply at a sentencing hearing and it would be undesirable to have the formalities and technicalities characteristic of the normal adversary proceeding prevail. The hearsay rule does not govern the sentencing hearing. Hearsay evidence may be accepted where found to be credible and trustworthy. The judge traditionally has had wide latitude as to the sources and types of evidence upon which to base his sentence. He must have the fullest possible information concerning the background of the accused if he is to fit the sentence to the offender rather than to the crime."*

Indeed, as is made clear in section 729 of the *Criminal Code*, the onus of proof in sentencing proceedings is generally on a mere balance of probabilities, and the onus is in fact on the accused to prove facts in mitigation of sentence. Mr. Soucy has served a Déclaration setting out the facts relied upon by Westco in mitigation of sentence. He has maintained confidentiality over a significant portion of that Déclaration[3], thus precluding counsel for Nadeau from sharing this information with any company officials. Westco's approach in this regard is consistent with the approach of all the parties during the main hearing under section 75 (where the onus of proof was similarly on a balance of probabilities), namely, that certain kinds of information would be held confidential. Such information could be shared only with counsel, and with independent experts and external accountants or auditors who have executed undertakings pursuant to the Confidentiality Order.

Nadeau notes that the implementation of the Confidentiality Order had no discernible effect on the ability of any of the parties to respond to the evidence at the main hearing. Given the similar onus of proof, and the informality of sentencing proceedings, there is no reason to believe that

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[2] See pages 4-5 of Westco's letter.

[3] Copies of Public and Confidential Level "A" Déclarations are attached as **Schedule "D"** hereto.

Westco will actually be hampered at all if it is required to respect Nadeau's right to continue to hold confidential, the limited information over which confidentiality is claimed in these sentencing proceedings.

Yours truly,

**FOGLER, RUBINOFF LLP**

Leah Price

LP/jp
Encl.
cc Andrea Marsland, *Fogler, Rubinoff LLP*
Ron Folkes, *Folkes Legal Professional Corporation*
Eric Lefebvre, *Ogilvy Renault LLP*
Martha Healey, *Ogilvy Renault LLP*

# SCHEDULE "A"

Fogler, Rubinoff LLP

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Reply To: Andrea M. Marsland
Direct Dial: 416.365.3703
E-mail: amarsland@foglers.com
Our File No. 07/5264

March 26, 2010

**VIA EMAIL**

Eric C. Lefebvre
Ogilvy Renault LLP
Suite 2500
1 Place Ville Marie
Montréal, Quebec
H3B 1R1

Dear Mr. Lefebvre:

**Re: Nadeau Poultry Farm Limited ("Nadeau") v. Groupe Westco Inc. ("Westco")**
**CT-2008-004**

Further to the Scheduling Order for Sentencing Hearing, dated March 15, 2010 (the **"Order"**), we confirm the following:

***Proposed Witness List***

Nadeau intends to call Yves Landry and Grant Robinson as witnesses during the sentencing hearing.

***Documents and Copies of Documents***

Please see the attached List of Documents Upon which the Applicant May Rely for the Sentencing Hearing, along with copies of the documents referred to therein that have not previously been produced. We will obviously also be relying upon the Tribunal's various orders (e.g. Interim Supply Order, Show Cause Order and Contempt Order). They are not listed in the attached chart as we do not consider them to be "documents" within the meaning of the Order.

***Witness Statements***

Enclosed is the Affidavit of Grant Robinson, sworn March 26, 2010, and the Witness Statement of Yves Landry.

Yours truly,

**FOGLER, RUBINOFF LLP**

Andrea M. Marsland

AMM/jp
Encl.
cc Leah Price, *Fogler, Rubinoff LLP*
Ron Folkes, *Folkes Legal Professional Corporation*
Martha Healey, *Ogilvy Renault LLP*
Denis Gascon, *Ogilvy Renault LLP*
Geoffrey Conrad, *Ogilvy Renault LLP*

**PUBLIC**

File No.: CT-2008-004
Registry Document No.:.....

# COMPETITION TRIBUNAL

IN THE MATTER of the *Competition Act*, R.S.C. 1985, c. C-34, as amended

AND IN THE MATTER of an Application by Nadeau Ferme Avicole Limitée/ Nadeau Poultry Farm Limited for an Order pursuant to section 75 of the *Competition Act*.

AND IN THE MATTER of an Application by Nadeau Ferme Avicole Limitée/Nadeau Poultry Farm Limited for an Interim Order pursuant to section 104 of the *Competition Act;*

AND IN THE MATTER of a Motion by Nadeau Ferme Avicole Limitée/Nadeau Poultry Farm Limited for a Show Cause Order;

AND IN THE MATTER of a Motion by the Respondent Groupe Westco Inc. for an Order or Direction regarding the Tribunal's Interim Supply Order;

BETWEEN:

**NADEAU FERME AVICOLE LIMITÉE/**
**NADEAU POULTRY FARM LIMITED**

Applicant

AND

**GROUPE WESTCO INC. AND GROUPE DYNACO, COOPÉRATIVE AGROALIMENTAIRE AND VOLAILLES ACADIA S.E.C. AND VOLAILLES ACADIA INC./ACADIA POULTRY INC.**

Respondents

## LIST OF DOCUMENTS UPON WHICH THE APPLICANT MAY RELY FOR THE SENTENCING HEARING

| Document(s) | Reference |
|---|---|
| Affidavit of Thomas Soucy, sworn May 29, 2008, and Exhibits X and Y thereto | Exhibit CA-115 (Main Hearing)<br>Exhibit CR-66 (Contempt Hearing)<br>Exhibit CA-77 (Contempt Hearing) |
| Affidavit of Anthony Tavares, sworn March 14, 2008, and Exhibit "O" thereto (Letter | Exhibit A-23 (Main Hearing) |

| Document(s) | Reference |
|---|---|
| from Stephen Langford to Anthony Tavares) | Exhibit CR-24 (Contempt Hearing) |
| Affidavit of Yves Landry, sworn September 23, 2008, and Exhibits "D" and "I" thereto | Exhibit CA-8 (Main Hearing)<br>Exhibit CR-34 (Contempt Hearing) |
| Affidavit of Grant Robinson, sworn September 19, 2008, and the Exhibits thereto | Exhibit CA-89 (Main Hearing) |
| Delivery Schedule for period A-86 from Westco | Exhibit A-4 (Contempt Hearing) |
| Letter dated October 7, 2008 from Counsel for Nadeau to Counsel for Westco | Exhibit CA-8 (Contempt Hearing) |
| Letter dated October 9, 2008 from Counsel for Westco to the Competition Tribunal | Exhibit CA-11 (Contempt Hearing) |
| Letter dated October 10, 2008 from Counsel for Nadeau to the Competition Tribunal | Exhibit CA-12 (Contempt Hearing) |
| Direction to Counsel Regarding the Terms of the Interim Supply Order dated June 26, 2008, dated October 16, 2008 | Exhibit A-13 (Contempt Hearing) |
| Letter dated October 28, 2008 from Counsel for Nadeau to Counsel for Westco | Exhibit A-14 (Contempt Hearing) |
| Letter dated October 29, 2008 from Counsel for Westco to the Competition Tribunal | Exhibit A-15 (Contempt Hearing) |
| Letter dated October 30, 2008 from Counsel for Nadeau to the Competition Tribunal | Exhibit CA-16 (Contempt Hearing) |
| Letter dated October 30 from Counsel for Westco to the Competition Tribunal | Exhibit CA-17 (Contempt Hearing) |
| List of all chicken received from Westco (period A-86 to A-91) | Exhibit CA-30 (Contempt Hearing) |
| Letter dated October 8, 2008 from Counsel for Westco to Counsel for Nadeau | Exhibit CR-64 (Contempt Hearing) |
| Witness Statement of Yves Landry | Attached hereto. |
| Affidavit of Sabrina Santoianni (re: disbursements) and Bill of Costs as of February 23, 2010 | Attached hereto. |
| Estimated Bill of Costs to the end of the Sentencing Hearing. | Attached hereto. |
| Affidavit of Grant Robinson, sworn March 26, 2010, and the Exhibits thereto. | Attached hereto. |
| "Case Details : CT-2008-004" (from the | Attached hereto. |

| Document(s) | Reference |
|---|---|
| Competition Tribunal's website). | |

**PUBLIC**

**File No.:** **CT-2008-004**
**Registry Document No.:** .....

# COMPETITION TRIBUNAL

IN THE MATTER of the *Competition Act*, R.S.C. 1985, c. C-34, as amended

AND IN THE MATTER of an Application by Nadeau Ferme Avicole Limitée/ Nadeau Poultry Farm Limited for an Order pursuant to section 75 of the *Competition Act*.

AND IN THE MATTER of an Application by Nadeau Ferme Avicole Limitée/Nadeau Poultry Farm Limited for an Interim Order pursuant to section 104 of the *Competition Act;*

AND IN THE MATTER of a Motion by Nadeau Ferme Avicole Limitée/Nadeau Poultry Farm Limited for a Show Cause Order;

AND IN THE MATTER of a Motion by the Respondent Groupe Westco Inc. for an Order or Direction regarding the Tribunal's Interim Supply Order;

**BETWEEN:**

**NADEAU FERME AVICOLE LIMITÉE/**
**NADEAU POULTRY FARM LIMITED**

Applicant

AND

**GROUPE WESTCO INC. AND GROUPE DYNACO, COOPÉRATIVE AGROALIMENTAIRE AND VOLAILLES ACADIA S.E.C. AND VOLAILLES ACADIA INC./ACADIA POULTRY INC.**

Respondents

# WITNESS STATEMENT OF YVES LANDRY

**YVES LANDRY**, of the Town Of Clair, in the Province of New Brunswick, **WILL SAY** as follows:

1. He will testify as to the matters canvassed in his evidence given by way of affidavit sworn September 23, 2008, and in particular to the matters referred to in paragraphs 9-12, and 41-57 thereof.

2. He will testify that Nadeau did, in fact, lose the [redacted] business, as predicted.

3. He will testify that Nadeau did not regain the [redacted] business during the relevant time period (A-87 to A-91).

**PUBLIC**

**File No.:** CT-2008-004
**Registry Document No.:** .....

# COMPETITION TRIBUNAL

**IN THE MATTER** of the *Competition Act*, R.S.C. 1985, c. C-34, as amended

**AND IN THE MATTER** of an Application by Nadeau Ferme Avicole Limitée/Nadeau Poultry Farm Limited for an Order pursuant to section 75 of the *Competition Act*;

**AND IN THE MATTER** of an Application by Nadeau Ferme Avicole Limitée/Nadeau Poultry Farm Limited for an Interim Order pursuant to section 104 of the *Competition Act;*

**AND IN THE MATTER** of a Motion by Nadeau Ferme Avicole Limitée/Nadeau Poultry Farm Limited for a Show Cause Order;

**AND IN THE MATTER** of a Motion by the Respondent Groupe Westco Inc. for an Order or Direction regarding the Tribunal's Interim Supply Order;

**BETWEEN:**

**NADEAU FERME AVICOLE LIMITÉE/**
**NADEAU POULTRY FARM LIMITED**

Applicant

AND

**GROUPE WESTCO INC. AND GROUP DYNACO, COOPÉRATIVE AGROALIMENTAIRE AND VOLAILLES ACADIA S.E.C. AND VOLAILLES ACADIA INC./ACADIA POULTRY INC.**

Respondents

## AFFIDAVIT OF SABRINA SANTOIANNI

I, the undersigned, Sabrina Santoianni, law clerk at Fogler, Rubinoff LLP, of the City of Toronto, in the Province of Ontario, DO SOLEMNLY AFFIRM AND SAY AS FOLLOWS:

1. I am a law clerk at Fogler, Rubinoff LLP, solicitors for the Applicant Nadeau Ferme Avicole Limitée/Nadeau Poultry Farm Limited ("Nadeau"). I am assisting the counsel with responsibility for this file, and therefore have knowledge of the facts set out in this affidavit.

2. I make this affidavit in support of Nadeau's Bill of Costs as of February 23, 2010 in connection with this matter and for no other or improper purpose.

3. Pursuant to the Reasons for Order and Contempt Order dated January 22, 2010, the Tribunal ordered that Nadeau prepare written submissions on sentence, including the question of costs of this proceeding. Attached hereto and marked as Exhibit "A" is a copy of the Reasons for Order and Contempt Order.

4. I was involved in the preparation of the Bill of Costs. Attached hereto and marked as Exhibit "B" is a copy of the Bill of Costs.

5. In order to prepare the Nadeau's Bill of Costs, I reviewed all disbursements incurred by Fogler, Rubinoff LLP relating to the Competition Tribunal contempt proceeding CT-2008-004.

6. The total claimed for disbursements is $[redacted] as detailed in the disbursement summaries attached as Exhibit "C".

7. The disbursement summaries were generated from Fogler, Rubinoff LLP's accounting system, and represents the disbursements which were incurred by Fogler, Rubinoff LLP and billed and paid for by Nadeau.

8. In order to prepare the disbursement section of the Bill of Costs, under the supervision of Leah Price, I reviewed each individual disbursement related to file no. CT-2008-004 and included in the Bill of Costs only those disbursements that appeared to relate to the contempt proceedings.

**SWORN** before me at the City of Toronto, in the Province of Ontario, this 23rd day of March, 2010.

Eleni Papastathakis S. Santoianni

A Commissioner for taking affidavits. Sabrina Santoianni

ELENI PAPASTATHAKIS, a Commissioner, etc., City of Toronto, for Fogler Rubinoff LLP, Barristers and Solicitors. Expires July 10, 2010.

This is **Exhibit "A"**
to the Affidavit of Sabrina Santoianni
sworn this 23rd day of March, 2010

A Commissioner for making affidavits.

ELENI PAPASTATHAKIS, a Commissioner, etc.,
City of Toronto, for Fogler Rubinoff LLP,
Barristers and Solicitors.
Expires July 10, 2010.

Competition Tribunal | Tribunal de la Concurrence

**PUBLIC VERSION**

Reference: *Nadeau Poultry Farm Limited v. Groupe Westco Inc.*, 2010 Comp. Trib. 2
File No.: CT-2008-004
Registry Document No.: 0608

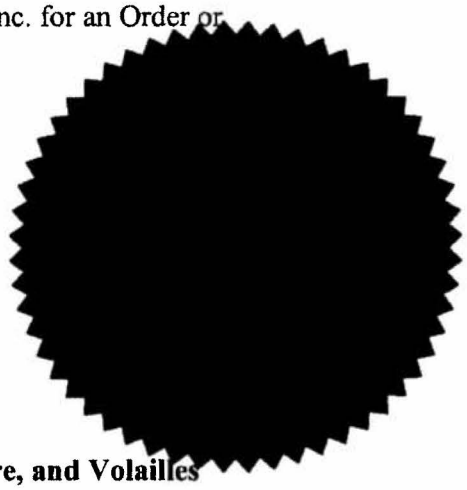
IN THE MATTER of the *Competition Act*, R.S.C. 1985, c. C-34, as amended;

AND IN THE MATTER of an Application by Nadeau Ferme Avicole Limitée/Nadeau Poultry Farm Limited for an Order pursuant to section 75 of the *Competition Act*;

AND IN THE MATTER of an Application by Nadeau Ferme Avicole Limitée/Nadeau Poultry Farm Limited for an Interim Order pursuant to section 104 of the *Competition Act*;

AND IN THE MATTER of a Motion by Nadeau Ferme Avicole Limitée/Nadeau Poultry Farm Limited for a Show Cause Order;

AND IN THE MATTER of a Motion by the Respondent Groupe Westco Inc. for an Order or Direction regarding the Tribunal's Interim Supply Order;



B E T W E E N:

**Nadeau Ferme Avicole Limitée/**
**Nadeau Poultry Farm Limited**
(applicant)

and

**Groupe Westco Inc. and Groupe Dynaco, Coopérative Agroalimentaire, and Volailles Acadia S.E.C. and Volailles Acadia Inc./Acadia Poultry Inc.**
(respondents)

Dates of hearing: 20091102 to 20091106
Before Judicial Member: Blanchard J.
Date of Reasons and Order: January 22, 2010
Reasons and Order signed by: Justice Edmond P. Blanchard

**REASONS FOR ORDER AND CONTEMPT ORDER**

## I. INTRODUCTION

**[1]** This decision relates to a contempt hearing held in the week of November 2, 2009, following the issuance of a show cause order dated February 26, 2009, which directed the Respondent Groupe Westco Inc. ("Westco") to appear before the Tribunal with respect to an alleged contempt and to be prepared to present any defence that it might have. The alleged contempt relates to an interim order issued in the context of an application filed pursuant to section 75 of the *Competition Act*, R.S.C. 1985, c. C-34 (the "Act").

## II. BACKGROUND FACTS

**[2]** Nadeau Poultry Farm Limited (the "Applicant" or "Nadeau") is a primary processor that slaughters live chickens and sells them to further processors and other customers. On May 12, 2008, having obtained leave from the Tribunal, Nadeau filed an application for an order under section 75 of the Act. It sought an order directing the Respondents to accept it as a customer and to supply it with live chickens. Nadeau also filed an application for interim relief.

**[3]** The Respondents Westco, Groupe Dynaco, Coopérative Agroalimentaire ("Dynaco"), Volailles Acadia S.E.C and Volailles Acadia Inc./Acadia Poultry Inc. (collectively, "Acadia") had advised Nadeau in early 2008 that they would cease supplying it with live chickens. A complete description of the parties' businesses appears in the Tribunal's Reasons for Order and Order dated June 8, 2009 (see *Nadeau Poultry Farm Limited v. Groupe Westco Inc. et al.*, 2009 Comp. Trib. 6).

**[4]** On June 26, 2008, the Tribunal granted Nadeau's application for interim relief and issued an interim order (the "Interim Order") in which it ordered:

> **[57]** The Respondents are to continue to supply the Applicant with live chickens on the usual trade terms at the current level of weekly supply, namely 271, 350 live chickens.
>
> **[58]** This requirement to supply will last until a final decision is made on the merits of the application under section 75 of the Act. This volume of supply is to be reduced by 25,000 live chickens per week upon the first delivery of the live chickens to the Applicant expected from Nova Scotia in September 2008, and further reduced by any other supply of live chickens the Applicant may secure during this interim period.
>
> [emphasis added]

**[5]** Counsel for the Applicant wrote to the Tribunal on October 14, 2008, alleging that the Respondents had supplied substantially fewer live chickens than the number required under the Interim Order. Counsel attached to her letter correspondence between the parties regarding this issue. It appeared from this correspondence that the Respondent Westco had increased the size of its chickens and had therefore supplied fewer chickens to the Applicant than the number required by the Interim Order.

**[6]** On October 16, 2008, the Tribunal issued a Direction to the parties directing that the "Respondents' weekly supply of live chickens to be provided to the Applicant pursuant to paragraphs 57 and 58 of the Interim Supply Order will continue to be expressed in number of live chickens." The Direction's preamble provided that it was clear that the Respondents' weekly supply of live chickens was to be provided in a number of live chickens and not in terms of the weight of the chickens (the Direction appears in Schedule A to these reasons).

**[7]** Counsel continued to write letters to the Tribunal and on October 31, 2008, the Tribunal, upon being satisfied that a proper record would be required in order to deal with the interpretation of the Interim Order or any alleged failure to comply with the said order, directed that any further request regarding the interpretation of the terms of the Interim Order or compliance therewith be raised by way of a motion.

**[8]** The Applicant filed a motion for a show cause order on November 4, 2008, and asked that its motion be expedited. The hearing of the main application had been scheduled to commence on November 17, 2008. The Tribunal refused the Applicant's request to expedite the motion on November 5, 2008. On November 6, 2008, the Respondent Westco filed a motion for an order or direction regarding the interpretation of the Interim Order.

**[9]** The hearing on the section 75 application commenced on November 17, 2008 and ended on December 3, 2008, as scheduled.

**[10]** A hearing dealing with the show cause order took place on February 9 and 10, 2009. On February 26, 2009, the Tribunal dismissed the motion for a show cause order with respect to Acadia and Dynaco, but issued a show cause order with respect to Westco. It ordered Westco to appear before the Tribunal to hear proof of the act with which it was charged, namely:

> That commencing on or about September 15, 2008 and continuously thereafter, it has failed to supply live chicken to the Applicant in the numbers stipulated in the Tribunal's Interim Order, dated June 26, 2008.

**[11]** In its reasons, the Tribunal considered the Respondents' positions separately and decided, based on the evidence provided during the hearing on the interim application and the prorating of the Respondents' collective supply obligation under the Interim Order, that Westco had to supply 186,230 chickens per week to Nadeau.

**[12]** On June 8, 2009, the Tribunal dismissed Nadeau's main application.

**[13]** The contempt hearing was held the week of November 2, 2009. It is clear from the evidence adduced at the hearing that Westco had been growing larger/heavier chickens and that it supplied those chickens, minus the reduction it was entitled to under paragraph 58 of the Interim Order, to the Applicant. Since it was delivering larger/heavier chickens to Nadeau, Westco delivered fewer chickens than those required by the Interim Order. However, it felt that Nadeau was receiving a weight in chickens equivalent to the weight of the number required by the Interim Order.

## III. POSITION OF THE APPLICANT

**[14]** The Applicant submits that there are two separate and continuing breaches of the Interim Order. The first breach is based on the shortfall in the number of chickens supplied by Westco. The second relates to a change in the usual trade terms as between the parties regarding the size of the chicken.

**[15]** The Applicant submits that Westco was in breach of the Interim Order during the period starting on September 14, 2008, and ending on June 8, 2009, the date of the Tribunal's order dismissing the main application. Under the chicken supply management system, chicken producers are limited to producing a certain quota amount, expressed in kilograms of live weight, for each eight week quota period. Nadeau submits that the alleged contempt concerns quota periods A-87, A-88, A-89, A-90, and the first six weeks of A-91.

(a) Shortfall in chickens supplied

**[16]** The first breach alleged by Nadeau is that Westco failed to provide the Applicant with the numbers of chickens which it was ordered to supply pursuant to the Interim Order. The Applicant submits that Westco was obliged to provide Nadeau with 154,980 live chickens, on average, per week under the Interim Order. This figure takes into account the replacement supply of chickens that Nadeau secured pursuant to paragraph 58 of the Interim Order (186,230 – 31,250=154,980).

**[17]** The Applicant's evidence indicates that the average weekly number of chickens supplied by Westco for the relevant quota periods was as follows:

| | | |
|---|---|---|
| A-87 | (Sep. 14 2008 to Nov. 8 2008) | 125,690 |
| A-88 | (Nov. 9 2008 to Jan. 3 2009) | 128,360 |
| A-89 | (Jan. 4 2009 to Feb. 28 2009) | 130,028 |
| A-90 | (March 1 2009 to Apr. 25 2009) | 134,498 |
| A-91 | (Apr. 26 2009 to June 20 2009) | 134,540 (six weeks only) |

**[18]** Nadeau asserts that given Westco's obligation to supply 154,980 chickens on a weekly basis, it clearly failed to comply with the Interim Order. According to Nadeau, the overall shortfall for the relevant period was 933,398 chickens.

(b) Increase in the average size of the chicken

**[19]** Nadeau submits that as a separate matter, there has been a change in the usual trade terms in respect of the size of the chickens. It asserts that the purpose of the Interim Order was to preserve the status quo. Nadeau submits that Westco was required under the Interim Order to supply chickens in accordance with the usual trade terms in place; that is, in a range of sizes averaging about 2 kg.

**[20]** In that regard, Mr. Landry, General Manager of Nadeau, testified that at the beginning of 2007, he had approached Westco to see if Westco could increase its supply to Nadeau of

chickens weighing around 1.79 kg for Nadeau's "nine-cut customers". Mr. Landry stated that Westco had agreed to increase its supply of lighter chickens and that it had supplied Nadeau with a sufficient amount of chickens weighing 1.79 kg or less prior to the Interim Order.

**[21]** Mr. Landry testified that chickens weighing 1.79 kg or less are generally pullets (female chickens) grown in a single gender (sexed) flock and that they are slaughtered at approximately 34 days of age. Mr. Landry further testified that in the first week of July 2008, Nadeau received Westco's supply schedule for period A-86 (July 20 to September 13) and according to this schedule, Westco would provide Nadeau with 37-day mixed flocks as of week 3 of period A-86. Mr. Landry stated that Nadeau believed that Westco would no longer be supplying it with lighter chickens as of week 3 of period A-86 because the schedule indicated that Westco would be supplying 37-day mixed flocks instead of 34-day sexed flocks. Consequently, Nadeau contacted Westco in order to obtain lighter chickens so that Nadeau could "get the right size for one" of its customers. Mr. Landry testified that Westco did not supply Nadeau with lighter chickens.

**[22]** Ms. Boucher, Office Manager at Nadeau, testified that from September 14, 2008 onward there was not a single flock with an average weight of 1.79 kg or less and that there were very few with an average weight of 2.0 kg or less. Ms. Boucher stated that from period A-87 to A-91, the size of the chickens delivered by Westco to Nadeau increased. The average size of Westco's production for the relevant quota periods was as follows:

A-87 2.233 kg.
A-88 2.288 kg.
A-89 2.217 kg.
A-90 2.295 kg.
A-91 2.326 kg. (six weeks only)

**[23]** Nadeau submits that given Westco's evidence at the hearing of the interim application, Westco understood that it would have to maintain Nadeau's size requirements if an interim order was issued by the Tribunal. Its failure to do so is a breach of the Interim Order.

**[24]** Nadeau also called Dr. Rachel Ouckama at the contempt hearing. She works as a General Manager of the Hatchery Division of the Maple Lodge Farms group of companies. She was recognized by the Tribunal as an expert in veterinary medicine, in poultry medicine and in flock management. She addressed the question of whether Westco could have supplied the Applicant with smaller chickens.

**[25]** Dr. Ouckama explained that pullets are generally smaller and lighter than cockerels (males) and that therefore there tends to be less weight variation among chickens in sexed flocks, as opposed to mixed flocks. She expressed the view that at 34 days of age, chickens in a female flock would weigh, on average, approximately 1.7 kg and chickens in a male flock would weigh, on average, approximately 2.0 kg.

**[26]** She explained that the "Cobb 500" breed of chickens, one of the breeds used by Westco, includes both "fast feathered" and "slow feathered" strains. "Slow feathered" chickens can be grown as a single gender (sexed) flock because the gender of each chick can be ascertained at

hatch. The male's wing feathers are shorter than the female's wing feathers. The gender of fast-feathered chickens must be ascertained by a slower process.

**[27]** Dr. Ouckama further testified that growers of Cobb 500 chickens in mixed flocks can expect that birds processed at 32 days should weigh approximately 1.749 kg, birds processed at 34 days should weigh approximately 1.929 kg, and birds processed at 38 days should weigh approximately 2.282 kg. She also provided evidence with respect to the administration of a vaccine used by Westco.

**[28]** She opined that "without any change to its breeding or its vaccination programs, Westco was capable of shipping mixed gender flocks at an average age of 33-34 days and thus with an average weight of about 1.838 kg-1.928 kg."

## IV. POSITION OF THE RESPONDENT

**[29]** Westco submits that it has complied with the Interim Order based on its interpretation. It also asserts that if its interpretation of the Interim Order is incorrect, it should not be held in contempt because the Interim Order is ambiguous and is open to multiple interpretations. However, if the Tribunal finds that the Interim Order is clear, Westco submits that it should not be found in contempt because it is in substantial compliance with the Interim Order and at all times complied with the spirit of the Interim Order. Finally, Westco submits that even if the Tribunal finds that the Interim Order is clear, Westco could not have complied with the terms of the Interim Order.

(a) Westco's Interpretation of the Interim Order

**[30]** Westco asserts that it has complied with the Interim Order because, since the issuance of the Interim Order, it has shipped to Nadeau, in each period, all of its production, as allowed under its production quota, except for the reduction allowed by the Interim Order. The reduction relates to the volume of replacement chickens obtained by Nadeau from other sources. Westco stresses that chicken production quotas are allocated in kilograms of live chicken per period and not in number of chickens.

**[31]** Westco submits that the number of chickens to be supplied under the Interim Order (i.e. 271,350) was merely a notional figure based on assumptions made by Mr. Tavares at the hearing of the application for interim relief. Mr. Tavares was the Chief Executive Officer of Maple Lodge Holding Corporation, the parent company of the Applicant. He assumed that the total production allocation for New Brunswick in period A-83, the production period during which his affidavit was sworn, was 5,853,076 kg, and Westco's allocation was 2,979,968 kg. He also assumed that each chicken weighed about 2 kg and therefore assumed that Westco was supplying Nadeau with about 186,230 chickens per week (2,979,968 ÷ 2=1,489,984 ; 1,489,984 ÷ 8 ≈ 186,230). Westco submits that in actual fact, the average weight of chicken sent from Westco to Nadeau has never been exactly 2 kg and that the average number of chicken per week sent from Westco to Nadeau was generally significantly less than 186,230 chickens. Accordingly, the number of live chickens was a notional figure used to simplify the data at the hearing on the

application for interim relief. Westco submits that Nadeau's interpretation of the Interim Order would require Westco to deliver to Nadeau more chickens per period than it had ever produced prior to the bringing of Nadeau's application. Also, Westco's supply of chickens to Nadeau depended on Westco's production quota which might vary from period to period.

**[32]** Westco further argues that the purpose and intent of the Interim Order was not to impose specific production requirements on the Respondents, but rather to ensure that the level of supply that Nadeau had previously enjoyed was maintained. Since Nadeau could not impose size restrictions on the chickens delivered by Westco prior to the issuance of the Interim Order, it would be incongruous that it be allowed to do so as a result of the Interim Order. Such an interpretation of the order would confer upon Nadeau a commercial advantage which it would not have otherwise enjoyed.

**[33]** In Westco's view, the words "current level of weekly supply" therefore represented, at the time the Interim Order was issued, all of Westco's, and the other Respondents' production as allowed under the production quotas.

(b) The Interim Order gives rise to several possible interpretations

**[34]** In the alternative, Westco asserts that the Interim Order was not sufficiently clear to give rise to a committal for contempt. Westco argues that when considered in light of the premises and evidence on which it was based; Westco would not have understood the Interim Order to entail an obligation on the part of the Respondents to supply 271,350 live chickens each week to Nadeau during the duration of the Interim Order.

**[35]** Westco further argues that it does not necessarily flow from the literal terms of the Interim Order that Westco should be held to supply a specific number of chickens to Nadeau rather than a volume of kilograms of chickens because paragraph 58 of the Interim Order uses the term "volume", which denotes a quantity of chicken in kilograms.

(c) Technical breach not constituting contempt

**[36]** If, however, the Tribunal concludes that the Interim Order was clear, Westco submits that it should not be found in contempt because it complied at all times with the spirit of the order by continuing to supply 100% of its production to Nadeau throughout the interim period (save for a reduction representing the volume of replacement chicken obtained by Nadeau). In Westco's view, any breach of the Interim Order was technical in nature and ought not to give rise to a committal for contempt.

**[37]** Westco submits that any shortfall between the number of chickens actually delivered to Nadeau by the Respondents and the number required under the Interim Order is largely explained by two factors: (1) the quota allocations to which Westco was subject; (2) the reference weight of 2 kg used as the basis for expressing Westco's supply obligation. In the beginning of 2008, the average weight of Westco's chickens was 2.06 kg. Westco asserts that if one takes into account the average weight of 2.06 kg, quota reductions and the chickens Westco supplied to Nadeau after the issuance of the Interim Order, Westco supplied slightly less than

99% of the number of chickens required under the Interim Order. This, in Westco's view, constitutes substantial compliance in an industry in which the Chicken Farmers of New Brunswick recognize a margin of error of 2% in assessing compliance with quota allocations. Westco further notes that this number does not take into account the decrease in numbers of chickens delivered by Westco that is directly attributable to Nadeau's requests that deliveries be postponed.

(d) Westco could not comply with the literal terms of the Interim Order

**[38]** Finally, Westco argues that it could not comply with the Interim Order. It states that its ability to comply was constrained by the genetic flock shift it began to implement in 2006 and by the decision it made in 2007 to grow bigger chickens.

**[39]** In 2006, Westco decided to change the genetic type of the chickens it produced from slow feathered to fast feathered chickens. As a result, it could no longer raise sexed flocks. Mr. Soucy, President of Westco, testified that this change is a very lengthy process for a vertically-integrated producer such as Westco. Mr. Soucy testified that as of June 2008, most of the eggs which were entering the Westco hatcheries were fast feathered. Westco asserts that given the steps involved, it would have been impossible for Westco to implement a reversal of such a flock shift to accommodate Nadeau's requirements.

**[40]** Westco further states that concomitantly with the implementation of its shift to fast-feathered chickens, it decided in 2007 to increase the size of chickens that it would, in the future, produce and sell because of its partnership with Olymel S.E.C. ("Olymel"), a Quebec chicken processor. Westco submits that larger chickens better suited the needs of the partnership and were therefore more profitable for Westco to produce. Westco submits that this is not a short term change. In that regard, it notes that in order to ensure that the correct volume of chickens is produced; a producer must effectively work backwards from an anticipated slaughter bird weight in order to place the correct number of chicks in the barn.

**[41]** Responding to Nadeau's argument that it could have simply grown smaller chickens by supplying them at a younger age, Westco states that if its chickens were released at a lower weight, it would not have met its quota. Mr. Soucy testified that non-compliance with quota allocations can give rise to severe penalties. Westco further submits that in many cases it will be impossible to move up the slaughter date on short notice because of Westco's medication regime which is precisely planned according to the anticipated slaughter date of its chickens, in keeping with the withdrawal dates associated with such medications. Further, Westco states that its production had been planned long in advance in order to meet its quota and that it did not have excess supply of eggs in order to meet Nadeau's demand. Mr. Soucy testified that Westco did not have enough eggs to produce more chickens, that it lacked barn space and that it could not alter its vaccination/medication protocols.

## V. CONTEXT OF THE SECTION 104 APPLICATION

**[42]** Before turning to an analysis of the evidence, it is useful to review the context within which the application for interim relief was brought.

**[43]** On May 12, 2008, the Applicant filed a notice of application pursuant to section 104 of the Act for interim orders "requiring the Respondents to accept Nadeau as a customer and to supply live chickens to Nadeau on the usual trade terms, in the numbers previously provided to Nadeau by the Respondents, pending the hearing of the main application". Both Westco and Nadeau submitted affidavit evidence to substantiate their respective positions *vis-à-vis* the application. Nadeau relied on the affidavit of Anthony Tavares to support its request for interim relief. Mr. Tavares' affidavit indicated that Nadeau was being supplied with the following numbers of chickens on a weekly basis:

| | |
|---|---|
| Westco | 186,230 |
| Acadia | 58,670 |
| Dynaco | 26,450 |
| New Brunswick, other | 94,450 |
| (Total New Brunswick) | 365,800 |
| P.E.I. | 40,000 |
| Nova Scotia | 160,000 |

**[44]** The basis upon which the abovementioned calculations were made was provided at paragraph 28 of Mr. Tavares' affidavit wherein he indicated the following:

> Attached hereto and marked as Exhibit "D" to this my [sic] affidavit is a chart prepared by Yves Landry, General Manager of Nadeau ("Mr. Landry"), the contents of which I verily believe are true. It shows all of New Brunswick's chicken quotas, by kilograms, for the quota period A83, which covers the 8-week period from February 3, 2008 to March 29, 2008. As each chicken weighs about 2 kilograms, the chart represents a total for New Brunswick of about 365,800 chickens per week.

**[45]** In his affidavit, Mr. Tavares also stated that the Applicant required a full range of sizes of chickens to meet the needs of its customers. He indicated the following at paragraphs 84 and 85 of his affidavit:

> 84. Nadeau supplies reliable and predictable amounts of chicken to its customers, in a timely manner that meets specific weight requirements for each individual customer. Nadeau requires a full range of chickens (with different sizes and weights, etc) to be able to continue to meet volume and size requirements.
>
> 85. Interruption of supply would create an immediate inability to fulfill the needs of Nadeau's customers. This would cause immediate damage to the relationship Nadeau has built with its customers over the last 18 years.

**[46]** Westco relied on the Affidavit of Mr. Soucy at the hearing of the interim application. Mr. Soucy indicated that he also used the hypothetical average weight of 2.0 kg. Mr. Soucy asserted the following in Exhibit C to his affidavit:

> Poids moyen d'un poulet: 2 kilogrammes. Source : Affidavit Tavares, para. 28
> Ce poids moyen est utilisé afin de simplifier les données et les rendre comparables à celles utilisées dans l'Affidavit Tavares. Cependant, le commerce du poulet et le calcul des quotas se fait généralement par kilogrammes et non par nombre de poulets en raison du fait que certains types de poulets comme les poulets à rôtir peuvent avoir un poids moyen supérieur à deux kilos. Il ne s'agit donc pas de données exactes lorsque nous mentionnons le nombre de poulets par année ou par semaine. Toutefois, le nombre de kilogrammes, lui, est exact.

**[47]** The Respondent Westco asserted at the hearing on the application for interim relief that the balance of inconvenience favoured Westco. It referred to Mr. Soucy's affidavit in which he attested that Westco's profits from the sale of its live chickens to Olymel, pursuant to the partnership agreement, would be superior to those resulting from its dealings with the Applicant. He indicated the following at paragraph 78 of his affidavit:

> Contrairement à la situation de Nadeau pour qui les poulets jeûnent chez Westco pendant 12 heurs avant d'être pesés et livrés, Olymel prendra livraison des poulets sans que ceux-ci n'aient jeûné, et les poulets auront donc un poids supérieur lorsqu'on procédera à leur pesée à la sortie des installations de Westco. Au surplus, en vertu de leur entente, Olymel requerra que les poulets fournis par Westco soient plus gros à leur arrivée à l'abattoir que ne le sont les poulets présentement vendus par Westco à Nadeau. Puisque, en raison de ces deux facteurs, les poulets vendus par Westco à Olymel seront en conséquence plus lourds, Westco augmentera sa rentabilité. En effet, Westco pourra atteindre son quota de production annuel en élevant moins de poulets, ce qui générera d'importantes économies de coûts. Les calculs me permettant d'évaluer cette perte sont communiqués au soutien des présentes à la pièce « X ».
>
> [emphasis added]

**[48]** The following calculations appeared in Exhibit X to Mr. Soucy's affidavit:

> Situation 1: Vente à Nadeau
>
> Nadeau requiert des poulets qui pèsent 2,07 kg lors de l'abattage;
> Le temps de transport entre les fermes Westco et l'Abattoir St-François est très court;
> Le jeûne des poulets s'effectue donc sur les fermes Westco;
> Afin de calculer le prix de vente des poulets, les poulets sont pesés lorsqu'ils quittent les fermes Westco, soit après avoir jeûné;
> Les poulets pèseront environ 2,07 kg au moment de leur pesée;

Pour peser environ 2,07 kg après avoir jeûné, les poulets doivent être engraissées jusqu'à 2,19kg;

Situation 2 : Vente à Olymel

Olymel requiert des poulets qui pèsent 2,13kg lors de l'abattage;
Le temps de transport entre les fermes Westco et les abattoirs d'Olymel est plus long;
Le jeûne des poulets s'effectue donc lors du transport;
Afin de calculer le prix de vente des poulets, les poulets sont pesés lorsqu'ils quittent les fermes Westco, soit avant d'avoir jeûné;
Les poulets pèseront environ 2,25 kg au moment de leur pesée;
Pour peser environ 2,25 kg avant d'avoir jeûné, les poulets doivent être engraissés jusqu'à 2,25 kg;

[...]

Économies dûes à l'utilisation de moins de moulée et de poussins
[...]
Économies de coûts variables
[...]
Économies totales (annuelles) **[CONFIDENTIAL]**
Économies totales (hebdomadaires) **[CONFIDENTIAL]**

**[49]** It its Interim Order, the Tribunal addressed Westco's argument as follows:

**[46]** The Respondent Westco has tendered evidence of the quantum of financial losses it will allegedly incur should the order for interim relief be granted. In the circumstances of this case, the inconvenience associated with harm to the Applicant's existing enterprise outweighs the inconvenience that would flow from delaying the implementation of the Respondent Westco's business plan or partnership agreement. In the Applicant's case, what is at stake is more than a loss of profits, but also a significant impact on its customer base and on the operational efficiencies of its existing plant, while the Respondent Westco's losses are limited to reduced profits in the interim.

## VI. THE LAW

**[50]** The fundamental purpose of the Court's contempt power is to ensure respect for the judicial process so as to, in turn, secure the proper and effective functioning of the judicial system (*Louis Vuitton Malletier, S.A. v. Bags O'Fun Inc.*, 2003 FC 1335, 242 F.T.R.75). In *Chrysler Canada Ltd. v. Canada (Competition Tribunal)*, [1992] 2 S.C.R. 394, the Supreme Court of Canada concluded that the Competition Tribunal has power over civil contempt for breaches of its orders.

**[51]** The constituent elements of contempt must be proved beyond a reasonable doubt and the onus of proof is on the party alleging contempt (*Bhatnager v. Canada (Minister of Employment and Immigration)*, [1990] 2 S.C.R. 217).

**[52]** The Tribunal has, to date, applied the *Federal Courts Rules*, SOR/98-106, to these contempt proceedings by applying Rule 34 of the *Competition Tribunal Rules*, SOR/2008-141. Rule 466(b) of the *Federal Courts Rules* states that a person is guilty of contempt if he disobeys a process or order of the Court.

**[53]** In *Louis Vuitton Malletier*, Justice Dawson held that in the case of disobedience of an order of the Court, the elements which must be established are the "existence of the Court order, knowledge of the order by the alleged contemnor and knowing disobedience of the order." Further, the alleged contemnor need not present evidence to the Court.

**[54]** The order must be clear *(Merck & Co. v. Apotex Inc.*, 2003 FCA 234, 241 F.T.R. 160, at para. 50). Ambiguity in an order should be resolved to the benefit of the alleged contemnor (*Québec (Commission des valeurs mobilières) c. Lassonde*, [1995] R.J.Q. 21 (Qc. C.A.) at para. 19).

**[55]** Courts on a motion for contempt should not unduly concern themselves only with the letter of the order. The particular context in which an order was rendered and the intent and spirit of an order must be considered in order to determine compliance. In *Canada (Director of Investigation and Research) v. Chrysler Canada Ltd.* (1992), 44 C.P.R. (3d) 430, the Tribunal states that "a breach of the spirit of the order is equally contemptuous as a breach of the literal terms thereof" (at p. 435). The Tribunal offered the following (at p. 436):

> The Tribunal is concerned that the implementation of its orders, especially those dealing with the re-establishment of business relationships, be approached with an attitude aimed at attempting to implement their intent and spirit, not one aimed at attempting to chip away at the edges so as to render them in practical terms ineffectual. The decision of the Supreme Court of Canada which held that the Tribunal had jurisdiction to entertain contempt proceedings with respect to the enforcement of its orders indicated that one of the Court's reasons for so finding was that the Tribunal had some expertise in the matters in issue. This includes of course an awareness on the Tribunal's part of the difficulties which are bound to exist in effectively enforcing orders such as that which is in issue in this application. Defences which are based on the strict wording of a specific order without regard to the intent thereof are not likely to meet with much acceptance.

**[56]** In *Chrysler Canada Ltd. v. Canada (Competition Tribunal)*, [1992] 2 S.C.R. 394, Justice Gonthier, writing for the majority, recognized the importance of effective enforcement of orders issued in the context of competition law (at p. 419) :

> In the context of competition law, particularly of Part VIII *CA*, where the subject-matter lies largely in the realm of contractual relationships, effective enforcement of orders is essential, for fear of seeing these orders circumvented through elaborate relational arrangements which, although on the surface innocuous, effectively

create the same obstacles that the orders sought to remove. Only a specialized tribunal such as the Tribunal can properly ensure the enforcement of the orders it makes.

**[57]** Even in cases where disobedience of a Court order has been established, the Court may examine the circumstances surrounding the non-compliance to determine whether the respondent was able to comply with the order (*Metaxas v. Galaxias* (1988), 19 F.T.R. 104). It follows that in exceptional cases, non-compliance may not necessarily lead to a finding of contempt. However, it is not a defence to an allegation of contempt that it is impossible for the contemnor to comply with the court order where such impossibility is the result of the contemnor's own conduct. (*Sussex Group Ltd. v. Fangeat* (2003), 42 C.P.C. (5th) 274 (Ont. Sup. Ct.)).The alleged contemnor must establish that serious attempts have been made to comply with the order.

## VII. ANALYSIS

**[58]** As stated above, to establish contempt of a Court order, the elements which must be established are the existence of the Court order, knowledge of the order by the alleged contemnor and knowing disobedience of the order. These elements must be proven beyond a reasonable doubt and the party alleging contempt has the burden of proving such contempt.

**[59]** There is no dispute between the parties as to the existence of the Interim Order and knowledge of that order by the Respondent Westco. On the latter point, Mr. Soucy testified that he saw the Interim Order on June 26, 2008. The first two elements of contempt are established.

**[60]** As stated above, the jurisprudence has established that in order to ground a contempt finding, an order must be clear. Contempt cannot be found where the order could be open to various interpretations. Any ambiguity in an order is to be resolved to the benefit of the alleged contemnor. It is also clear that a defendant cannot hide behind a restrictive and literal interpretation to circumvent the order (*Zhang v. Chau*, 229 D.L.R. (4th) 298 (Qc.C.A.), leave to appeal to S.C.C. refused, [2003] 3 S.C.R. v). The context in which the order was issued must be considered in deciding whether the defendant could have reasonably been aware that its acts or omissions fall under the order. Further, once knowledge of the order is established, one is obliged to obey not only the letter of the order but also its spirit (*Watchcraft Shop Ltd. v. L & A Development (Canada) Ltd.*(1996), 49 C.P.C. (3d) 17 (Ont. Ct. J. (Gen. Div.)).

**[61]** I now turn to the arguments made regarding the interpretation of the Interim Order.

**[62]** As detailed above, the Respondent Westco argues that the underlying rationale and purpose for the Interim Order allow for a different interpretation than that advocated by Nadeau. Westco contends the Interim Order did not intend to confer upon Nadeau a commercial advantage or benefit, namely the delivery of chickens of a specific weight, which it would not otherwise have enjoyed. Nor was the Interim Order intended to impose specific production constraints on the Respondents but was intended to ensure that the level of supply that Nadeau had previously enjoyed be maintained.

**[63]** Westco further contends that the Interim Order was based on maintaining the "current level of weekly supply" as allowed under production quotas which are expressed in kilograms of live chickens per quota period. The numbers of live chickens expressed in the Interim Order, and agreed to by the parties at the time of the Interim Order, were notional figures used to express the level of supply of live chicken to Nadeau. In an effort to simplify the data used in the proceedings, an average weight of 2 kg was used.

**[64]** However, these submissions do not paint a complete picture of the context in which the Interim Order was issued. At the outset, I note that the application for interim relief specifically sought an order "requiring the Respondents to ... supply live chickens to Nadeau on the usual trade terms in the numbers previously provided..." (emphasis added). Relief to be granted in terms of numbers of chickens would necessarily impact on the size of chickens to be supplied. This is so because the production quotas limit the total number of kilograms of chickens that may be produced per quota period. In my view, the Respondent Westco appreciated the significance of an order expressed in terms of numbers of chickens since in its submissions on the interim application, it also dealt with numbers of chickens (see Westco's written submissions, at paragraph 185, page 54).

**[65]** While the Interim Order did not expressly provide that chickens of a given weight be supplied to Nadeau, weight was nevertheless an important factor in determining the number of chickens to be supplied weekly in the Interim Order. As stated earlier in these reasons, this number was computed based on Westco's allocation for production period A-83 divided by the average weight of chickens delivered to Nadeau, namely 2 kg. This average weight, which is now disputed, was not disputed by the parties at the time of the Interim Order. Nor was there any dispute relating to the average number of chickens then being delivered to Nadeau on a weekly basis. At the time, it was also understood by Westco that size of chickens mattered to Nadeau. The evidence establishes that Westco was very much aware that Nadeau required chicken which had an average weight of 2.07 kilograms. At the time of the application for interim relief, the Respondent Westco argued that, if the relief was granted, it would suffer significant losses as a result of having to continue to supply Nadeau with smaller chickens. It argued that Olymel required chickens that weighed an average of 2.25 kilograms as opposed to a 2.07 kilogram average required by Nadeau at the time of slaughter. Westco argued that it would suffer a weekly loss of **[CONFIDENTIAL]** if it were ordered to continue to supply Nadeau with smaller chickens (see the Affidavit of Mr. Soucy, at paragraph 78 and exhibit X to his affidavit; and paragraph 70 of Westco's written submissions on the application for interim relief.) It is therefore clear that Westco was aware that the size of the chickens to be delivered to Nadeau mattered at the time of the Interim Order.

**[66]** The record also establishes that at the time of the Interim Order, Westco was in the midst of implementing changes to its production process which it had initiated in 2006 and 2007. Westco was aware that these changes would ultimately result in the production of larger chickens for Olymel. The changes in Westco's production took effect during the period of the Interim Order resulting in Westco producing larger chickens and not the smaller chickens it had delivered to Nadeau in the past. Because production quotas set limits on the number of kilograms of chickens Westco could produce in a production period, producing heavier chickens necessarily meant that it could not produce as many chickens in any given production period. This in turn meant that Westco would have greater difficulty being able to deliver the

same number of chickens it had been delivering to Nadeau, without exceeding its quota, since the chickens being produced were heavier.

**[67]** As noted above, Westco interpreted its obligation under the Interim Order to supply Nadeau with the "current level of weekly supply" in kilograms of live chickens as opposed to numbers of live chickens. Westco argues that to require it to continue to deliver the number of live chickens that a literal reading of the Interim Order would require, would have the effect of requiring it to deliver more chickens to Nadeau than it had ever produced prior to the bringing of the application for interim relief. Further, Westco contends to do so would cause it to exceed its production quotas per period exposing it to significant fines.

**[68]** However, these arguments were not advanced by the Respondents at the time the application for interim relief was argued and are not now persuasive. It does not necessarily follow that strict compliance with the Interim Order would have had the effect of delivering more chickens. It may be that more kilograms of chickens would have been delivered, if the required numbers of chickens were larger chickens. To avoid this problem, Westco had only to supply smaller chickens as it had in the past. To accept Westco's interpretation, would be to totally ignore that the size of chickens to be delivered was important. As stated above, Westco was well aware of Nadeau's production requirements at the time of the Interim Order. The evidence of Mr. Tavares confirms that Nadeau required a full range of chickens (with different sizes and weights, etc.) to be able to continue to meet the volume and size requirements of its customers. This included the smaller chickens it had been receiving from the Respondents prior to the Interim Order. This is the context in which the Interim Order was issued. In the circumstances, Westco could have reasonably been aware that compliance with the order required it to continue to supply Nadeau with chickens within the range of sizes it had been delivering prior to the Interim Order. This would have maintained the status quo.

**[69]** Delivering smaller chickens would also have allowed Westco to deliver the required number of chickens without exceeding its quota. Instead, it knowingly supplied fewer heavier chickens, arguing that it met its obligation under the Interim Order, because it delivered the equivalent volume of chickens in kilograms. This allowed Westco to continue with the implementation of changes to its long term production plan which resulted in the production of larger chickens for Olymel. The record indicates that the average size and weight of chickens produced by Westco continued to increase from the time of the Interim Order to the bringing of the contempt application, and afterward. In my view, Westco knowingly failed to supply the number of chickens required in the Interim Order.

**[70]** I also reject Westco's argument that it at all times complied with the spirit of the order. As acknowledged by Westco, the underlying rationale of the Interim Order was to ensure that the level of supply that Nadeau had previously enjoyed be maintained. In the context discussed above, particularly in respect to Nadeau's size requirements, Westco cannot be said to be in compliance with the spirit of the Interim Order. Westco was aware of these requirements and nevertheless pursued its business plan to produce larger chickens; thereby failing to supply the number and size of chickens it had been supplying to Nadeau prior to the Interim Order. In the result, Westco failed to maintain the status quo or respect the spirit of the Interim Order.

**[71]** Westco further argues that the Interim Order is ambiguous because it is susceptible to at least two interpretations: (i) Westco had to deliver the same number of live chickens every

week to Nadeau; or (ii) in order to determine compliance, one looks at the weekly average of chickens delivered by Westco to Nadeau, based on a quota period. I also reject this argument. While the average number of chickens delivered weekly to Nadeau during a quota period and the average weight of chickens delivered were factors considered by the Tribunal in crafting the terms of the Interim Order as it did, these considerations were not expressly incorporated in the order, nor can they be read in. The order did not provide for the delivery of a number of kilograms of chickens in lieu of the stated number of chickens; nor did it provide for an average weekly number of chickens. There is no ambiguity, the Interim Order is clear. Compliance required that the Respondents continue to supply the Applicant weekly, with a specific amount of live chickens expressed in numbers, "namely 271,350 live chickens."

**[72]** There is also no ambiguity caused by paragraph 58 of the Interim Order when reference is made to "[t]his volume" regarding the reduction to be applied by reasons of the Nova Scotia deliveries. The "volume" clearly refers to the volume expressed in numbers of live chickens mentioned in paragraph 57 of the Interim Order. Further, the reduction itself is expressed in numbers of live chickens and not optionally in kilograms. There is nothing in the wording of the Interim Order that would allow for an inference that the volume of chickens to be delivered by the Respondents could be delivered in kilograms of live chickens, as opposed to numbers of live chickens. I turn now to Westco's arguments in defence.

**[73]** Westco advances essentially two further arguments in defence of the contempt charge. First, it contends that it is in substantial compliance with the Interim Order and that any breach is technical not constituting contempt. Second, it says that its circumstances did not allow it to comply with the literal terms of the Interim Order. I will deal with each submission in turn.

**[74]** Westco's main argument on substantial compliance with the Interim Order is premised on two factors; first the reduction in quotas and second the reference weight of 2 kg used by the Tribunal as the basis for expressing Westco's supply obligation under the Interim Order.

**[75]** In essence, Westco argues that taking into account the variation in quota and the true average weight of Westco's chickens for the beginning of 2008, which is 2.06 kg; it supplied 95.49 % of the required number. Westco contends that taking into account its supply for Week 7 of Period A-91, which is outside the interim supply period and not included in Nadeau's calculation, further increases its supply to over 98 % of the required number.

**[76]** The difficulty with Westco's submissions and assumptions in terms of average weight is that they are not provided for in the Interim Order. The Interim Order was crafted based on the evidence and arguments made at the hearing for interlocutory relief. The Order does not state that the number of chickens to be supplied by the Respondents may be adjusted in accordance with a different calculation in respect to average weight or by any of the other factors argued, after the fact, by Westco. The Interim Order provides for only two adjustments, namely that the volume of supply may be reduced by 25,000 chickens per week when received from Nova Scotia and further reduced by any other supply the Applicant may secure during the interim period.

**[77]** Further, factoring in the variation in quota and the true average weight of Westco's chickens at 2.06 kg, as argued, Westco's own calculations show that it is only 95.49% compliant with the Interim Order. This translates into a shortfall of 293,778 chickens over 46 weeks. In terms of actual numbers of birds delivered, the shortfall is far more significant over the interim period, namely 933,398 chickens. Given this latter shortfall, Westco cannot be said to be in substantial compliance with the Interim Order.

**[78]** Westco made reference to the reasons for which the Tribunal dismissed the show cause hearing against Acadia and Dynaco, arguing that the decision was based on adjustment in quotas and it deserved the same treatment. The circumstances that resulted in the decision to dismiss the show cause against Acadia and Dynaco are different from those that affect Westco. The Tribunal held that both Acadia and Dynaco had continued to supply chicken to Nadeau in acceptable sizes and that they would have been in compliance with the Interim Order but for the reduction in quota. It therefore concluded that the violation took place in circumstances in which it was absolutely certain that it did not deserve to be punished.

**[79]** Westco maintains that if its interpretation of the Interim Order is wrong, then the only alternative available to it was to offer Nadeau all of its chickens. The record shows that this offer was made and declined by Nadeau. Consequently, Westco argues that accepting this offer would have resulted in preserving the status quo and as such would have complied with the spirit of the Interim Order. I reject this argument. Delivering all of its chickens but not the range of sizes it had been supplying Nadeau prior to the Interim Order would not, in my view, preserve the status quo nor result in compliance with the Interim Order by Westco. Offering all of its chickens to Nadeau was not the only alternative open to Westco. It could have changed its production plan and produced smaller chickens, thereby allowing it to deliver the required numbers to Nadeau and comply with the Interim Order. If that was not possible, as alleged, it could have delivered the required numbers of the larger chickens or found other means to comply with the Interim Order, such as acquiring additional chickens elsewhere. It could also have returned to the Tribunal, explained why it was unable to comply and sought to have the order changed. Westco undertook no such initiative. It filed a motion to have the order interpreted, but only after Nadeau filed its application for a show cause in contempt. Westco made no efforts to otherwise comply with the Interim Order, save offering all of its chickens to Nadeau. It unilaterally decided to produce and supply fewer, but larger, chickens to Nadeau than required under the terms of the Interim Order; arguing that the weight of the larger chickens more than compensated for the shortfall in terms of numbers of chickens delivered. In so doing it breached its obligation to deliver the stated number of chickens in the Interim Order.

**[80]** I now turn to Westco's second reason for not complying with the order. There is no dispute that a defence to *prima facie* contempt is available for an order that is impossible to perform. However, such a defence is not available where the impossibility is the result of the contemnor's own conduct.

**[81]** Westco argues that due to changes in its production process it had begun to implement three years earlier, it simply could not have complied with the literal terms of the Interim Order. In 2006, Westco had decided to shift its production from slow feathered to fast

feathered chickens and in 2007, made the decision to increase the size of its chickens in contemplation of processing its own chickens in partnership with Olymel. Westco does not dispute that it is more profitable to supply larger birds to Olymel and contends that the decision to produce larger chickens necessarily meant that it would produce fewer chickens by reasons of quota limitations.

**[82]** Westco argues that the above decisions to change its process and the genetics of its flock resulted in a number of changes in its infrastructure and the way it administered medication to its chickens making it impossible to comply with the Interim Order. It states that by reason of its plan to grow larger chickens it was unable to release chickens earlier, because of withdrawal dates associated with medication contained in its feed. Westco also argues that even if it had been able to source a sufficient number of chicks to supplement its production to the extent required to meet Nadeau's needs, it no longer had sufficient barn space to raise those chickens.

**[83]** Finally, Westco contends that the shortfall in numbers of chickens delivered was in part due to Nadeau's own request to have deliveries postponed to accommodate its production schedule.

**[84]** The issue here is whether Westco's earlier decisions, in 2006 and 2007, to change the genetics of its flock and produce larger chickens, rendered compliance with the Interim Order impossible. The evidence establishes that it would have been more difficult for Westco to continue to supply Nadeau as ordered by reason of its earlier decisions to implement the above discussed changes. It is clear that by producing larger chickens, Westco would be producing fewer chickens by reason of production quotas which were expressed in kilograms and not in numbers of birds. It was open to Westco to make such a change as it was open to it to change the genetics in its flock. These changes were made long before the application for an interim injunction which resulted in the issuance of the Interim Order.

**[85]** For the following reasons, I am not persuaded that the changes made by Westco to its flock composition and size of its delivered chickens made it impossible for it to comply with the Interim Order.

**[86]** The vaccination arguments raised by Westco were addressed by Dr. Ouckama, whose expert evidence I accept. Based on her testimony, it is clear that there is no reason why chickens could not be removed from the barns earlier, at 34 days. This would allow for a supply of smaller chickens.

**[87]** I give little weight to the argument that a lack of barn space prevented the raising of more chickens. The issue of barn space was raised for the first time by Mr. Soucy at the hearing. No evidence was adduced of any efforts to seek out new space or re-arrange current space within existing barns to allow for more chickens to be raised.

**[88]** In the same vein, apart from the bald assertion by Mr. Soucy that it would be difficult to acquire eggs in order to produce additional chicks, no evidence as to any efforts made in this respect was adduced by Westco.

**[89]** With regard to the requests for postponement of deliveries by Nadeau, the evidence reveals that many of the adjustments complained of were the result of statutory holidays, and some were even shown to have resulted from scheduling changes initiated by Westco. The record simply does not support Westco's allegations in this respect. I am satisfied that the postponements did not have the impact on deliveries alleged by Westco.

**[90]** The record establishes that Westco was intent on pursuing its long term business plan, which it argued made it impossible to comply with the Interim Order. It made virtually no effort to adjust its production or make alternate arrangements in order to comply with the Interim Order. Further, and in any event, the evidence does not support Westco's allegation that it was unable to supply the numbers of chickens ordered by reason of quota reductions. Using the actual average weight of chickens supplied per quota period during the interim period, Westco could have met its supply obligations under the Interim Order by shipping fewer chickens to Olymel for quota periods A-87, A-89, A-90 and A-91. Based on the numbers of chickens actually produced by Westco during the interim supply period, except for quota period A-88, Westco had sufficient allocation to meet the requirements of the Interim Order. The relevant calculations are reproduced in Schedule B to these reasons.

**[91]** On the whole of the evidence, I find that it would have been possible for Westco to comply with the Interim Order at the current levels of quota allocation. Westco's long term plan for the vertical integration of all aspects of its business resulted in changes to the numbers and size of chickens it produced. The timing of the effect of these changes made it difficult for Westco to comply with the Interim Order, but not impossible.

## VIII. CONCLUSION

**[92]** The Interim Order was clear. It provided that the Respondents, including Westco continue to supply Nadeau with a specific number of live chickens on a weekly basis. Westco was aware of the existence of the Tribunal's Interim Order and knowingly disobeyed the Order. I have considered the arguments raised by Westco and the circumstances surrounding the non-compliance. For the reasons set out above, I reject Westco's arguments. I therefore find that the Applicant has met its onus and the constituent elements of contempt have been proved beyond a reasonable doubt.

**[93]** These reasons are confidential. To enable the Tribunal to issue a public version of these reasons, the parties shall meet and endeavour to reach agreement about any redactions needed to protect confidential evidence.

**NOW THEREFORE, FOR THESE REASONS, THE TRIBUNAL ORDERS THAT:**

**[94]** 1. The Respondent Westco is found to be in contempt of the Tribunal's Interim Order of June 26, 2008;

2. A sentencing hearing is to be scheduled at the earliest possible date. To that end, on or before Wednesday, February 10, 2010, the Applicant and the Respondent Westco are to provide their availability to the Tribunal for the months of February and March 2010;

3. The Respondent Westco shall serve and file its written submissions on sentence including the question of costs of this proceeding, not to exceed 20 pages, no later than twenty days before the date to be set for the sentencing hearing;

4. The Applicant shall serve and file its written submissions on sentence, including the question of costs of this proceeding, not to exceed 20 pages, no later than ten days before the sentencing hearing;

5. The Respondent Westco shall serve and file any reply submissions, not to exceed 10 pages, no later than five days before the sentencing hearing;

6. On or before Friday, January 29, 2010, the parties are to jointly correspond with the Tribunal setting out their agreement and any areas of disagreement concerning the redaction of these confidential reasons.

DATED at Ottawa, this 22nd day of January, 2010.

SIGNED on behalf of the Tribunal by Justice Blanchard.

(s) Edmond P. Blanchard

[95] Schedule A: Tribunal Direction Dated October 16 2008

**DIRECTION TO COUNSEL REGARDING THE TERMS OF THE INTERIM SUPPLY ORDER OF JUNE 26, 2008 :**
**File No.**: CT-2008-004
**Date:** Thursday, October 16, 2008
**Subject:** *Nadeau Ferme Avicole Limitée/Nadeau Poultry Farm Limited v. Groupe Westco Inc., Groupe Dynaco, Coopérative Agroalimentaire, Volailles Acadia S.E.C. and Volailles Acadia Inc./Acadia Poultry Inc.*

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**1. FURTHER TO** the Competition Tribunal Order of May 12, 2008, granting Nadeau Ferme Avicole Limitée/Nadeau Poultry Farm Limited (the "Applicant") leave to make an application under section 75 of the *Competition Act*, R.S.C. 1985, c. C-34, as amended (the "Act");

**2. AND FURTHER TO** the Competition Tribunal Order of June 26, 2008, allowing the Applicant's application for interim relief under section 104 of the Act (the "Interim Supply Order");

**3. AND FURTHER TO** a letter filed by the Applicant on October 14, 2008, in which it alleges that the Respondents are no longer complying with the Tribunal's Interim Supply Order and seeks an opportunity to bring this matter before the Tribunal on an urgent basis;

**4. AND UPON** noting that the Interim Supply Order clearly expresses the level of weekly supply of chickens to be provided to the Applicant by the Respondents in number of live chickens and not in terms of weight of the said chickens;

**5. AND UPON** noting that the Tribunal, at the hearing of the Applicant's application for interim relief, was not seized with the argument that the Respondents' weekly supply of live chickens or any reduction thereof is to be based upon the weight of the live chickens and not the number of chickens;

**6. AND UPON** it being clear that the Respondents' weekly supply of live chickens to be adjusted in accordance with the provisions of the Interim Supply Order is to be expressed in number of live chickens and not in terms of kilograms or weight of the chickens;

**7. AND UPON** noting that if the Respondent Groupe Westco Inc. now believes that the circumstances that led to the making of the Interim Supply Order have changed to the extent that it would warrant the Tribunal to vary its order, the Respondent can bring an application pursuant to paragraph 106(1)(*a*) of the Act seeking an order to that effect;

**THE TRIBUNAL DIRECTS THAT:**

**8.** The Respondents' weekly supply of live chickens to be provided to the Applicant pursuant to paragraphs 57 and 58 of the Interim Supply Order will continue to be expressed in number of live chickens.

**[96]** Schedule B : Westco's Supply to Nadeau During the Interim Period

| **Quota Period** | **A-87 Sept. 14 2008-Nov. 8 2008** | **A-88 Nov. 9 2008 – Jan.3 2009** | **A-89 Jan. 4 2009 – Feb. 28 2009** | **A-90 Mar. 1 2009 – Apr. 25 2009** | **A-91 Apr. 26 2009 – June 20 2009** |
|---|---|---|---|---|---|
| **Number of chickens to be supplied by Westco to Nadeau per week under the Interim Order** | 154,980 | 154,980 | 154,980 | 154,980 | 154,980 |
| **Westco's Allocation** | 2,796,356 kg | 2,659,696 kg | 2,910,233 kg | 2,913,332 kg | 2,992,169 kg |
| **Total number of live chickens delivered by Westco to Nadeau** | 1,005,522 | 1,026,880 | 1,040,220 | 1,075,982 | 807,238 (first 6 weeks) |
| **Average weight of chickens delivered by Westco to Nadeau** | 2.233 | 2.288 | 2.217 | 2.295 | 2.326 (first 6 weeks) |
| **Calculations – number of chickens Westco could have produced and delivered to Nadeau using actual average weight** | 2,796,356 kg÷8 weeks= 349,544.5 kg/week<br><br>349,544.5 kg/week ÷ 2.233 kg= 156,535 chickens/week | 2,659,696 kg ÷8 weeks= 332,462 kg/week<br><br>332,462 kg/week÷ 2.288 kg= 145,306 chickens/week | 2,910,233 kg ÷8 weeks= 363,779 kg/week<br><br>363,779 kg/week ÷ 2.217 kg= 164,086 chickens/week | 2,913,332 kg÷8 weeks= 364,166.5 kg/week<br><br>364,166.5 kg/week÷ 2.295 kg= 158,678 chickens/week | 2,992,169 kg ÷8 weeks= 374,021kg/week<br><br>374,021kg/week÷ 2.326kg= 160,800 chickens/week |

**COUNSEL:**

For the applicant

Nadeau Ferme Avicole Limitée/Nadeau Poultry Farm Limited

Leah Price
Ron Folkes
Joshua Freeman

For the respondent

Groupe Westco Inc.

Denis Gascon
Martha A. Healey
Éric C. Lefebvre
Alexandre Bourbonnais
Geoffrey Conrad

This is **Exhibit "B"**
to the Affidavit of Sabrina Santoianni
sworn this 23rd day of March, 2010

A Commissioner for making affidavits.

ELENI PAPASTATHAKIS, a Commissioner, etc.,
City of Toronto, for Fogler Rubinoff LLP,
Barristers and Solicitors.
Expires July 10, 2010.

**PUBLIC**

**File No.:** CT-2008-004
**Registry Document No.:** .....

# COMPETITION TRIBUNAL

**IN THE MATTER** of the *Competition Act*, R.S.C. 1985, c. C-34, as amended

**AND IN THE MATTER** of an Application by Nadeau Ferme Avicole Limitée/Nadeau Poultry Farm Limited for an Order pursuant to section 75 of the *Competition Act*;

**AND IN THE MATTER** of an Application by Nadeau Ferme Avicole Limitée/Nadeau Poultry Farm Limited for an Interim Order pursuant to section 104 of the *Competition Act;*

**AND IN THE MATTER** of a Motion by Nadeau Ferme Avicole Limitée/Nadeau Poultry Farm Limited for a Show Cause Order;

**AND IN THE MATTER** of a Motion by the Respondent Groupe Westco Inc. for an Order or Direction regarding the Tribunal's Interim Supply Order;

**BETWEEN:**

**NADEAU FERME AVICOLE LIMITÉE/**
**NADEAU POULTRY FARM LIMITED**

Applicant

AND

**GROUPE WESTCO INC. AND GROUP DYNACO, COOPÉRATIVE AGROALIMENTAIRE AND VOLAILLES ACADIA S.E.C. AND VOLAILLES ACADIA INC./ACADIA POULTRY INC.**

Respondents

## BILL OF COSTS
## AMOUNTS CLAIMED FOR FEES AND DISBURSEMENTS
**(As of February 23, 2010)**

**FOGLER, RUBINOFF LLP - LEGAL FEES:**

| **JULY, AUGUST, SEPTEMBER AND OCTOBER 2008** |
|---|
| Various telephone conversations with Ron Folkes; Various telephone conversations and meetings between Leah Price, Andrea McCrae and Joshua Freeman; Telephone conversations with client(s); Preparation of correspondence to client(s), opposing counsel and Competition Tribunal; Review law; Research; Compile data regarding size of chickens supplied by Westco; Review invoices regarding number of chickens shipped each month; Prepare exhibits for the |

| |
|---|
| Affidavit of Yves Landry; Receipt and review of correspondence from opposing counsel; Receipt and review of Orders and Directions from Competition Tribunal |

| LAWYER | TIME (hours) | ACTUAL RATE | ACTUAL AMOUNT |
|---|---|---|---|
| Leah Price | | | |
| Andrea McCrae | | | |
| Joshua Freeman | | | |
| David Levangie | | | |
| Total | | | |

| **NOVEMBER AND DECEMBER 2008** |
|---|
| Preparation for Contempt Motion; Preparation of correspondence to Competition Tribunal, opposing counsel and Justice Blanchard; Various meetings between Leah Price, Andrea McCrae and Joshua Freeman; Research; Work on contempt materials; Review and amend draft Notice of Motion; Receipt and review of correspondence from opposing counsel; Preparation for hearing; Revise Affidavit of Yves Landry; Revise Notice of Motion; Finalize and serve Contempt Motion materials; Telephone conversations with Competition Tribunal, Ron Folkes, client(s) and opposing counsel; Receipt and review of Order from Competition Tribunal; Receipt and review of Westco's Motion materials; Review case law; Preparation of Responding materials to Westco's Motion for Direction; Preparation of Affidavit of Denise Boucher; Finalize Responding Motion Record of the Applicant (Confidential Level B) for filing; Review of transcripts; Preparation of public version of Motion materials; Finalize materials and file with Competition Tribunal; Revise public Responding materials; Preparation for cross-examinations; Serve and file Responding Motion Record; Travel to Ottawa on December 21, 2008 (Leah Price and Joshua Freeman); Meeting with client(s); Attend on cross-examination on December 22, 2008 (Leah Price and Joshua Freeman); Travel to Toronto on December 23, 2008 (Leah Price and Joshua Freeman) |

| LAWYER | TIME (hours) | ACTUAL RATE | ACTUAL AMOUNT |
|---|---|---|---|
| Leah Price | | | |
| Andrea McCrae | | | |
| Joshua Freeman | | | |
| Total | | | |

| JANUARY AND FEBRUARY 2009 |
|---|
| Preparation of Refusals Motion materials; Various meetings between Leah Price and Joshua Freeman; Research; Review draft Notice of Motion; Finalize Refusals Motion materials; Preparation of correspondence to opposing counsel, client(s) and Competition Tribunal; Serve and file Refusals Motion materials; Telephone conversation with Competition Tribunal and client(s); Prepare, serve and file Public Motion Record of the Applicant; Receipt and review of Order from Competition Tribunal; Review of Westco's Motion Record; Preparation of Response to Westco's Motion; Research case law; Finalize Responding Motion material assembled in chart form; Receipt and review of charts received from opposing counsel; Review case law provided by Westco and Acadia; Preparation of Responding Charts and Motions; Serve and file final version of chart for Motion; Receipt and review of final version of Respondents' chart; Preparation of responses to all outstanding questions refused but pursued by Westco in its Motion; Preparation of Factum; Receipt and review of correspondence from opposing counsel and client(s); Receipt and review of Order from Competition Tribunal; Receipt and review of answers from Respondents; Finalize Factum; Review and redact Order from Refusals Motion re: confidentiality; Review Memorandum of Fact and Law of the Applicant; Receipt and review of Westco's Memorandum of Fact and Law; Preparation of public version of Memorandum of Fact and Law of the Applicant; Preparation of Responding Factum; Filing of public version of January 15, 2009 Order; Research for Responding Factum; Review of Confidential Level B and public versions of Westco's Factum; Preparation of Confidential Level B of Applicant's Factum; Conference call with Competition Tribunal and all counsel on February 3, 2009; Organize materials required for Contempt Motion in Ottawa; Preparation for Court; Travel to Ottawa on February 8, 2009 (Leah Price and Joshua Freeman); Attend Court on February 9, 2009 and February 10, 2009 (Leah Price and Joshua Freeman); Travel to Toronto on February 10, 2009 (Leah Price and Joshua Freeman); Review Reasons and Order |

| LAWYER | TIME (hours) | ACTUAL RATE | ACTUAL AMOUNT |
|---|---|---|---|
| Leah Price | | | |
| Joshua Freeman | | | |
| Meagan Swan | | | |
| Stacey Organ | | | |
| Michael Blinick | | | |
| Total | | | |

| MARCH, APRIL, MAY AND JUNE 2009 |
|---|
| Preparation of correspondence to opposing counsel, Competition Tribunal, client(s) and witnesses; Various meetings between Leah Price and Joshua Freeman; Telephone conversations/conferences with Ron Folkes, client(s), opposing counsel, Competition Tribunal and witnesses; Review Rules; Receipt and review of correspondence from opposing counsel, client(s) and witnesses; Research; Review law and draft submissions; Review witness files; Preparation of Will-Say Statement of Rachel Ouckama; Review Westco's Submissions; Review |

| MARCH, APRIL, MAY AND JUNE 2009 |
|---|
| case law; Discussions with students regarding research; Finalize Will-Say Statement of Rachel Ouckama and organize exhibits; Receipt and review of direction from Competition Tribunal re: confidentiality of Order on June 2, 2009; Preparation of Will-Say Statement of Denise Boucher; Preparation of documents re: Competition Tribunal Order of June 25; Preparation of document list for Contempt Motion; Meeting with clerk re: List of Relevant Documents; Review law and amend draft submissions; Receipt of direction from Competition Tribunal on June 30, 2009 re: permission allowing Applicant to file reply submissions |

| LAWYER | TIME (hours) | ACTUAL RATE | ACTUAL AMOUNT |
|---|---|---|---|
| Leah Price | | | |
| Joshua Freeman | | | |
| Meagan Swan | | | |
| Michael Kutner | | | |
| Andrea Hogan | | | |
| Total | | | |

| JULY, AUGUST AND SEPTEMBER 2009 |
|---|
| Preparation of correspondence to opposing counsel, client(s), Ron Folkes and Competition Tribunal; Receipt and review of correspondence from opposing counsel and Competition Tribunal; Telephone conversations with witnesses, client(s) and Ron Folkes; Telephone conferences with Competition Tribunal; Various meetings between Leah Price and Joshua Freeman; Amend draft Submissions; Receipt and review Competition Tribunal Order re: Contempt hearing scheduling; Review documents; Research; Finalize Submissions; Prepared documents for paper filing with Competition Tribunal; Review Rules re: subpoena; Review Competition Tribunal Direction, Order and Submissions; Review Submissions from Westco (privilege); Preparation of reply Submissions re: privilege; Review transcripts; Draft, revise and review Disclosure Submissions; Arrange for service of subpoena on Patrick Noel; Review Order of Competition Tribunal re: disclosure; Review Scheduling Order; Review transcripts for cross-examination by Olivier Tousignant and Valerie Belle-Isle; Research law |

| LAWYER | TIME (hours) | ACTUAL RATE | ACTUAL AMOUNT |
|---|---|---|---|
| Leah Price | | | |
| Joshua Freeman | | | |
| Total | | | |

| OCTOBER AND NOVEMBER 2009 |
|---|
| Telephone conversations with Ron Folkes, Competition Tribunal and client(s); Various meetings between Leah Price, Joshua Freeman, Myriah Graves and students; Receipt and review of correspondence from client(s), witnesses and opposing counsel; Meeting with student re: research and evidence; Preparation of correspondence to witnesses, opposing counsel and client(s); Meeting with Ron Folkes and witness; Review of flock sheets and delivery forms; Research re: Canada Evidence Act Notice; Preparation of Brief of Authorities; Preparation of Canada Evidence Act Notice; Preparation of Canada Evidence Act Affidavits; Final assembly of Affidavit of Documents; Review Brief of Authorities; Preparation for Contempt Hearing; Organize hearing documents; Retrieve cases; Prepare case briefs; Travel to Ottawa on November 1, 2009 (Leah Price and Joshua Freeman); Meeting with counsel and witnesses on November 1, 2009; Preparation for hearing and attend at hearing from November 2, 2009 to November 6, 2009; Travel to Toronto on November 6, 2009 (Leah Price and Joshua Freeman) |

| LAWYER | TIME (hours) | ACTUAL RATE | ACTUAL AMOUNT |
|---|---|---|---|
| Leah Price | | | |
| Joshua Freeman | | | |
| Myriah L. Graves | | | |
| Sara Hickey | | | |
| Orit Aliasi-Sinai | | | |
| Scott Southward | | | |
| Total | | | |

| JANUARY AND FEBRUARY 2010 |
|---|
| Receipt and review of Contempt Reasons from the Competition Tribunal; Review of Contempt Motion; Preparation of correspondence to client(s), opposing counsel and Competition Tribunal; Telephone conversations with client(s) and Ron Folkes; Various meetings between Leah Price, Joshua Freeman and Andrea McCrae Marsland; Meeting with clerk re: Bill of Costs; Receipt and review of correspondence from opposing counsel, Ron Folkes, Competition Tribunal and client(s); Research law; Preparation of Bill of Costs; Meeting with Myriah Graves re: research; Review cases; Receipt and review of Order re: Contempt sentencing hearing; Telephone conference with Competition Tribunal |

| LAWYER | TIME (hours) | ACTUAL RATE | ACTUAL AMOUNT |
|---|---|---|---|
| Leah Price | | | |
| Andrea McCrae Marsland | | | |

| LAWYER | TIME (hours) | ACTUAL RATE | ACTUAL AMOUNT |
|---|---|---|---|
| Joshua Freeman | | | |
| Myriah L. Graves | | | |
| Sabrina Santoianni | | | |
| Total | | | |

**RON E. FOLKES - LEGAL F**

| JULY TO NOVEMBER 2009 |
|---|
| Various conference calls; Reviewing submissions to Competition Tribunal and Order of Tribunal re: contempt hearing and telephone conversation with Toronto counsel re: witness statements and role to be played at contempt hearing; Telephone conversations with client(s) and Toronto counsel; Correspondence with Toronto counsel and with Competition Tribunal; Review of confidential witness statement disclosure material to prepare for hearing; Preparation of correspondence to solicitors for Westco, Competition Tribunal, client(s) and Toronto counsel re: contempt application; Telephone conversation and emails with Toronto counsel re: contempt application and reviewing privileged document production; Review of 2009 CFC quota utilization and data book and memo to Toronto counsel re: NB quota utilization in 2008 for contempt hearing; Receipt and review of correspondence; Work on preparation of cross-examination of Tom Soucy; Preparation for contempt trial; Preparation for Competition Tribunal hearing; Review Notices and Affidavits under Canada Evidence Act; Review of transcripts; Meeting with counsel and preparation of witnesses, testimony and law for hearing; Attend at hearing from November 2, 2009 to November 6, 2009 |

| LAWYER | TIME (hours) | ACTUAL RATE | ACTUAL AMOUNT |
|---|---|---|---|
| Ron E. Folkes | | | |
| Ron E. Folkes (return trip Nov. 2009) | | | |
| Total | | | |

| JANUARY AND FEBRUARY 2010 |
|---|
| Telephone conversation with Toronto counsel re: issues for contempt sentencing hearing and witness and approach and strategy; Conference call and telephone conversation with Leah Price |

| LAWYER | TIME (hours) | ACTUAL RATE | ACTUAL AMOUNT |
|---|---|---|---|
| Ron E. Folkes | | | |
| Total | | | |

**FOGLER, RUBINOFF LLP - DISBURSEMENTS:**

| DESCRIPTION | AMOUNT |
|---|---|
| *Conduct Money | |
| Prints | |
| Binding Supplies | |
| Faxes | |
| Telephone | |
| Courier and Delivery | |
| Agents' Fees/Service of Documents | |
| On-line Computer Searches (including Quicklaw, LexisNexis and Westlaw) | |
| Copy - Examiner's Transcripts | |
| Expert Witness Fees | |
| Local Travel - Mileage/Cabs | |
| Non-local Meals | |
| *Non-taxable Other | |
| Out of Town Travel (Cross-examinations December 2008) | |
| Out of Town Travel (Court Attendance February 2009) | |
| Out of Town Travel (Attend at Hearing November 2009) | |
| Postage/Registered Mail | |
| *Reporting Service Charges | |

| DESCRIPTION | AMOUNT |
|---|---|
| Scanning | |
| Scanning with Conversion to CD | |
| Surveys/Oversize Prints | |
| Miscellaneous Disbursement | |
| Translation/Translators | |
| Total | |

**RON E. FOLKES - DISBURSEMENTS:**

| DESCRIPTION | AMOUNT |
|---|---|
| Travel - Cabs | |
| Paid Mileage Charges - Competition Tribunal Hearings, Ottawa (return trip) [redacted] @ [redacted] | |
| Hotel Expenses | |
| Total | |

| | |
|---|---|
| TOTAL FEES - FOGLER, RUBINOFF LLP | |
| TOTAL FEES - RON E. FOLKES | |
| TOTAL DISBURSEMENTS - FOGLER, RUBINOFF LLP | |
| TOTAL DISBURSEMENTS - RON E. FOLKES | |
| GST ON FEES & DISBURSEMENTS *(* no GST on these amounts)* | |

| TOTAL FEES, DISBURSEMENTS & GST | |
|---|---|

**STATEMENT OF EXPERIENCE**
A claim for fees is being made with respect to the following lawyers:

| Name of lawyer | Years of experience |
|---|---|
| Leah Price | 32 |
| Andrea McCrae Marsland | 7 |
| Myriah L. Graves | 7 |
| Joshua Freeman | 2 |
| Meagan Swan | 1 |
| David Levangie | 1 |
| Sara Hickey | Student at Law |
| Stacey Organ | Student at Law |
| Michael Kutner | Student at Law |
| Michael Blinick | Student at Law |
| Orit Aliasi-Sinai | Student at Law |
| Scott Southward | Student at Law |
| Andrea Hogan | Law Clerk |
| Sabrina Santoianni | Law Clerk |
| Mary Anderson | Assistant to Leah Price |
| Cathy McIntyre | Library/Research Assistant |
| Jessica Petrie | Assistant to Andrea McCrae Marsland and Joshua Freeman |
| Paula Kanoza | Assistant to Myriah L. Graves |
| Ron E. Folkes | 35 |

This is **Exhibit "C"**
to the Affidavit of Sabrina Santoianni
sworn this 23rd day of March, 2010

A Commissioner for making affidavits.

ELENI PAPASTATHAKIS, a Commissioner, etc.,
City of Toronto, for Fogler Rubinoff LLP,
Barristers and Solicitors.
Expires July 10, 2010.

N0888 **075264**
Nadeau Poultry Farms Ltd.
Chicken Farmers of New Brunswick
Prebill No.: 378997
Session ID: 247932

LAST BILL DATE: 08/Dec/08
LAST BILLED TO DATE: 08/Dec/08

FILE LAWYER: Price, Leah
ASSIGNED LAWYER: Price, Leah

*CLIENT ADDRESS*
Nadeau Poultry Farms Ltd.
c/o Folkes Legal Professional Corporation
14 Nelson St., Ste. 1
Brampton, ON L6X 1B7
CANADA

*BILLING ADDRESS*
c/o Folkes Legal Professional Corporation
14 Nelson St., Ste. 1
Brampton, ON
L6X 1B7

| DATE | DISB ID | CODE | | QUAN | AMOUNT | DESCRIPTION |
|---|---|---|---|---|---|---|
| 11/Nov/08 | 2733288 | 7 | Courier & Delivery | | | Federal Express Canada Ltd. Inv# 8-921-26346 |
| 20/Nov/08 | 2718001 | QL | Quicklaw On-line Computer Searches | | | |
| 20/Nov/08 | 2718027 | WL | Westlaw On-line Computer Searches | | | |
| 20/Nov/08 | 2728459 | 2 | Telephone | | | Freeman J. 16138427440 |
| 21/Nov/08 | 2728460 | 2 | Telephone | | | Freeman J. 16135655864 |
| 21/Nov/08 | 2728461 | 2 | Telephone | | | Freeman J. 16138427464 |
| 26/Nov/08 | 2718080 | 7 | Courier & Delivery | | | Federal Express Canada Ltd. Inv# 8-918-41501 |
| 27/Nov/08 | 2720283 | 7 | Courier & Delivery | | | Federal Express Canada Ltd. Inv# 8-918-41501 |

N0888 **075264**
Nadeau Poultry Farms Ltd.
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Brampton, ON
L6X 1B7

| DATE | DISB ID | CODE | | QUAN | AMOUNT | DESCRIPTION |
|---|---|---|---|---|---|---|
| 28/Nov/08 | 2717983 | QL | Quicklaw On-line Computer Searches | | | |
| 28/Nov/08 | 2718010 | WL | Westlaw On-line Computer Searches | | | |
| 28/Nov/08 | 2718011 | 15A | Local travel - mileage/cabs | | | Petty Cash #DEC09/08-DISB - MB - |
| 01/Dec/08 | 2720509 | 9 | Staff Overtime | | | |
| 02/Dec/08 | 2717958 | QL | Quicklaw On-line Computer Searches | | | |
| 02/Dec/08 | 2718034 | WL | Westlaw On-line Computer Searches | | | |
| 02/Dec/08 | 2742313 | 1OS | Surveys/Oversize Prints | | | |
| 03/Dec/08 | 2718024 | G2 | Taxable Miscellaneous Disbursement | | | Petty Cash #DEC09/08-DISB - MA - Boxes for Shipping |
| 03/Dec/08 | 2742312 | 1OS | Surveys/Oversize Prints | | | |
| 04/Dec/08 | 2718070 | 11 | Agents' Fees | | | Idealogic PDS Inc. Inv# OCX/7145 |
| 04/Dec/08 | 2718071 | 11 | Agents' Fees | | | Idealogic PDS Inc. Inv# VCV/7146 |
| 04/Dec/08 | 2728818 | 3 | Faxes | 1.00 | | Incoming fax |
| 04/Dec/08 | 2733230 | 7 | Courier & Delivery | | | Federal Express Canada Ltd. Inv# 8-921-26346 |
| 04/Dec/08 | 2733231 | 7 | Courier & Delivery | | | Federal Express Canada Ltd. Inv# 8-921-26346 |
| 08/Dec/08 | 2717805 | 15B | Out-of Town Travel | | | PAYEE: Price, Leah; REQUEST#: 167885; DATE: 12/8/2008. |
| 08/Dec/08 | 2717806 | 15B | Out-of Town Travel | | | PAYEE: Anderson, Mary; REQUEST#: 167886; DATE: 12/8/2008. |
| 08/Dec/08 | 2718237 | 8 | Postage/Registered Mail | | | GROUPE D ANALYSE |
| 08/Dec/08 | 2718627 | 1 | Prints | 3.00 | | McIntyre C. |
| 08/Dec/08 | 2718634 | 1 | Prints | 1.00 | | McIntyre C. |
| 08/Dec/08 | 2718660 | 1 | Prints | 11.00 | | McIntyre C. |
| 08/Dec/08 | 2718666 | 1 | Prints | 7.00 | | McIntyre C. |
| 08/Dec/08 | 2718748 | 1 | Prints | 82.00 | | McCrae A. |
| 08/Dec/08 | 2718758 | 1 | Prints | 52.00 | | Petrie J. |
| 08/Dec/08 | 2718760 | 1 | Prints | 183.00 | | McCrae A. |
| 08/Dec/08 | 2718889 | 1 | Prints | 7.00 | | McCrae A. |
| 08/Dec/08 | 2719489 | 1 | Prints | 52.00 | | McCrae A. |
| 08/Dec/08 | 2719572 | 1 | Prints | 2.00 | | McCrae A. |
| 08/Dec/08 | 2733658 | WL | Westlaw On-line Computer Searches | | | |
| 09/Dec/08 | 2717985 | 15B | Out-of Town Travel | | | PAYEE: Association of Ontario Chicken Producers; REQUEST#: 167994; DATE: 12/9/2008. - Witness Expenses re: Tribunal in Ottawa Nov. 18-20/08 |
| 09/Dec/08 | 2721347 | 8 | Postage/Registered Mail | | | KEVIN THOMPSON GUELPH |
| 09/Dec/08 | 2721722 | 1 | Prints | 7.00 | | Petrie J. |
| 09/Dec/08 | 2721941 | 1 | Prints | 1.00 | | McCrae A. |
| 09/Dec/08 | 2721942 | 1 | Prints | 1.00 | | McCrae A. |
| 09/Dec/08 | 2721943 | 1 | Prints | 1.00 | | McCrae A. |
| 09/Dec/08 | 2721944 | 1 | Prints | 1.00 | | McCrae A. |
| 09/Dec/08 | 2721945 | 1 | Prints | 1.00 | | McCrae A. |
| 09/Dec/08 | 2721946 | 1 | Prints | 1.00 | | McCrae A. |
| 09/Dec/08 | 2721947 | 1 | Prints | 10.00 | | McCrae A. |
| 09/Dec/08 | 2721948 | 1 | Prints | 1.00 | | McCrae A. |
| 09/Dec/08 | 2721949 | 1 | Prints | 1.00 | | McCrae A. |
| 09/Dec/08 | 2721950 | 1 | Prints | 1.00 | | McCrae A. |
| 09/Dec/08 | 2721951 | 1 | Prints | 2.00 | | McCrae A. |
| 09/Dec/08 | 2721952 | 1 | Prints | 1.00 | | McCrae A. |
| 09/Dec/08 | 2721953 | 1 | Prints | 3.00 | | McCrae A. |
| 09/Dec/08 | 2721954 | 1 | Prints | 2.00 | | McCrae A. |
| 09/Dec/08 | 2721955 | 1 | Prints | 2.00 | | McCrae A. |

N0888 **075264**
Nadeau Poultry Farms Ltd.
Chicken Farmers of New Brunswick
Prebill No.: 378997
Session ID: 247932

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LAST BILLED TO DATE: 08/Dec/08

FILE LAWYER: Price, Leah
ASSIGNED LAWYER: Price, Leah

*CLIENT ADDRESS*
Nadeau Poultry Farms Ltd.
c/o Folkes Legal Professional Corporation
14 Nelson St., Ste. 1
Brampton, ON L6X 1B7
CANADA

*BILLING ADDRESS*
c/o Folkes Legal Professional Corporation
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Brampton, ON
L6X 1B7

| DATE | DISB ID | CODE | | QUAN | AMOUNT | DESCRIPTION |
|---|---|---|---|---|---|---|
| 09/Dec/08 | 2721956 | 1 | Prints | 3.00 | | McCrae A. |
| 09/Dec/08 | 2721957 | 1 | Prints | 8.00 | | McCrae A. |
| 09/Dec/08 | 2721958 | 1 | Prints | 2.00 | | McCrae A. |
| 09/Dec/08 | 2721959 | 1 | Prints | 1.00 | | McCrae A. |
| 09/Dec/08 | 2721960 | 1 | Prints | 2.00 | | McCrae A. |
| 09/Dec/08 | 2721961 | 1 | Prints | 1.00 | | McCrae A. |
| 09/Dec/08 | 2721962 | 1 | Prints | 1.00 | | McCrae A. |
| 09/Dec/08 | 2721963 | 1 | Prints | 9.00 | | McCrae A. |
| 09/Dec/08 | 2722130 | 1 | Prints | 2.00 | | Petrie J. |
| 09/Dec/08 | 2722132 | 1 | Prints | 1.00 | | Petrie J. |
| 09/Dec/08 | 2722174 | 1 | Prints | 1.00 | | McCrae A. |
| 09/Dec/08 | 2722947 | 1 | Prints | 3.00 | | McCrae A. |
| 09/Dec/08 | 2722948 | 1 | Prints | 2.00 | | McCrae A. |
| 10/Dec/08 | 2720665 | RSC | Reporting Service Charges | | | PAYEE: International Reporting Inc.; REQUEST#: 168085; DATE: 12/10/2008. |
| 10/Dec/08 | 2721440 | 8 | Postage/Registered Mail | | | ron folkes brampton |
| 10/Dec/08 | 2724568 | 1 | Prints | 99.00 | | Petrie J. |
| 10/Dec/08 | 2724578 | 1 | Prints | 85.00 | | Petrie J. |
| 10/Dec/08 | 2724988 | 1 | Prints | 1.00 | | McCrae A. |
| 10/Dec/08 | 2724989 | 1 | Prints | 1.00 | | McCrae A. |
| 10/Dec/08 | 2724991 | 1 | Prints | 1.00 | | McCrae A. |
| 10/Dec/08 | 2725001 | 1 | Prints | 9.00 | | McCrae A. |
| 10/Dec/08 | 2725018 | 1 | Prints | 1.00 | | McCrae A. |
| 10/Dec/08 | 2725096 | 1 | Prints | 2.00 | | McCrae A. |
| 10/Dec/08 | 2725099 | 1 | Prints | 1.00 | | McCrae A. |
| 10/Dec/08 | 2725609 | 1 | Prints | 7.00 | | Freeman J. |
| 10/Dec/08 | 2725612 | 1 | Prints | 1.00 | | Freeman J. |
| 10/Dec/08 | 2725613 | 1 | Prints | 7.00 | | Freeman J. |
| 10/Dec/08 | 2725616 | 1 | Prints | 3.00 | | Freeman J. |
| 10/Dec/08 | 2725623 | 1 | Prints | 3.00 | | Freeman J. |
| 10/Dec/08 | 2725626 | 1 | Prints | 1.00 | | Freeman J. |
| 10/Dec/08 | 2725679 | 1 | Prints | 2.00 | | McCrae A. |
| 10/Dec/08 | 2725706 | 1 | Prints | 1.00 | | McCrae A. |
| 10/Dec/08 | 2725712 | 1 | Prints | 1.00 | | McCrae A. |
| 10/Dec/08 | 2725715 | 1 | Prints | 1.00 | | McCrae A. |
| 10/Dec/08 | 2725717 | 1 | Prints | 1.00 | | McCrae A. |
| 10/Dec/08 | 2725774 | 2 | Telephone | | | McCrae A. 12394724151 |
| 10/Dec/08 | 2725806 | 2 | Telephone | | | McCrae A. 15149154891 |
| 10/Dec/08 | 2725811 | 2 | Telephone | | | Anderson M. 16137247653 |
| 10/Dec/08 | 2725816 | 2 | Telephone | | | Faxes 12394728892 |
| 10/Dec/08 | 2725837 | 2 | Telephone | | | McCrae A. 12393957229 |
| 10/Dec/08 | 2725914 | 3 | Faxes | 4.00 | | McCrae A. 12393957229 |
| 10/Dec/08 | 2733544 | 1S | Scanning | | | |
| 11/Dec/08 | 2720832 | 7 | Courier & Delivery | | | PAYEE: Freeman, Joshua R; REQUEST#: 168117; DATE: 12/11/2008. - Out of Pocket Expenses |
| 11/Dec/08 | 2720833 | 15B | Out-of Town Travel | | | PAYEE: Freeman, Joshua R; REQUEST#: 168117; DATE: 12/11/2008. - Out of Pocket Expenses |
| 11/Dec/08 | 2720834 | TVB | Non-Local Meals | | | PAYEE: Freeman, Joshua R; REQUEST#: 168117; DATE: 12/11/2008. - Out of Pocket Expenses |
| 11/Dec/08 | 2720835 | 16 | Non-Taxable Other | | | PAYEE: Freeman, Joshua R; REQUEST#: 168117; DATE: 12/11/2008. - Out of Pocket Expenses |
| 11/Dec/08 | 2720836 | G2 | Taxable Miscellaneous Disbursement | | | PAYEE: Freeman, Joshua R; REQUEST#: 168117; DATE: 12/11/2008. - Out of Pocket Expenses |

N0888 **075264**
Nadeau Poultry Farms Ltd.
Chicken Farmers of New Brunswick
Prebill No.: 378997
Session ID: 247932

LAST BILL DATE: 08/Dec/08
LAST BILLED TO DATE: 08/Dec/08

FILE LAWYER: Price, Leah
ASSIGNED LAWYER: Price, Leah

*CLIENT ADDRESS*
Nadeau Poultry Farms Ltd.
c/o Folkes Legal Professional Corporation
14 Nelson St., Ste. 1
Brampton, ON L6X 1B7
CANADA

*BILLING ADDRESS*
c/o Folkes Legal Professional Corporation
14 Nelson St., Ste. 1
Brampton, ON
L6X 1B7

| DATE | DISB ID | CODE | | QUAN | AMOUNT | DESCRIPTION |
|---|---|---|---|---|---|---|
| 11/Dec/08 | 2720838 | 15B | Out-of Town Travel | | | PAYEE: McCrae, Andrea D.; REQUEST#: 168118; DATE: 12/11/2008. |
| 11/Dec/08 | 2720841 | TVB | Non-Local Meals | | | PAYEE: McCrae, Andrea D.; REQUEST#: 168118; DATE: 12/11/2008. |
| 11/Dec/08 | 2721578 | 8 | Postage/Registered Mail | | | BARRY PROUSE |
| 11/Dec/08 | 2722634 | 1 | Prints | 5.00 | | McCrae A. |
| 11/Dec/08 | 2722637 | 1 | Prints | 1.00 | | McCrae A. |
| 11/Dec/08 | 2722640 | 1 | Prints | 2.00 | | McCrae A. |
| 11/Dec/08 | 2722641 | 1 | Prints | 2.00 | | McCrae A. |
| 11/Dec/08 | 2722644 | 1 | Prints | 1.00 | | McCrae A. |
| 11/Dec/08 | 2722698 | 1 | Prints | 1.00 | | McCrae A. |
| 11/Dec/08 | 2722758 | 1 | Prints | 4.00 | | Freeman J. |
| 11/Dec/08 | 2726024 | 1 | Prints | 1,104.00 | | McCrae A. |
| 11/Dec/08 | 2726197 | 1 | Prints | 10.00 | | McCrae A. |
| 11/Dec/08 | 2726198 | 1 | Prints | 5.00 | | McCrae A. |
| 11/Dec/08 | 2726199 | 1 | Prints | 4.00 | | McCrae A. |
| 11/Dec/08 | 2726200 | 1 | Prints | 9.00 | | McCrae A. |
| 11/Dec/08 | 2726201 | 1 | Prints | 1.00 | | McCrae A. |
| 11/Dec/08 | 2726205 | 1 | Prints | 9.00 | | McCrae A. |
| 11/Dec/08 | 2726792 | 2 | Telephone | | | McCrae A. 12394724151 |
| 11/Dec/08 | 2726794 | 2 | Telephone | | | Anderson M. 16137247653 |
| 11/Dec/08 | 2726808 | 2 | Telephone | | | Anderson M. 15142888799 |
| 11/Dec/08 | 2726813 | 2 | Telephone | | | Anderson M. 15148453111 |
| 11/Dec/08 | 2726814 | 2 | Telephone | | | Anderson M. 16137247653 |
| 11/Dec/08 | 2733605 | 4 | Binding Supplies | | | |
| 12/Dec/08 | 2726942 | 1 | Prints | 277.00 | | McCrae A. |
| 12/Dec/08 | 2726967 | 1 | Prints | 554.00 | | McCrae A. |
| 12/Dec/08 | 2727826 | 1 | Prints | 2.00 | | McCrae A. |
| 12/Dec/08 | 2727864 | 1 | Prints | 2.00 | | McCrae A. |
| 12/Dec/08 | 2727869 | 1 | Prints | 4.00 | | McCrae A. |
| 12/Dec/08 | 2727873 | 1 | Prints | 2.00 | | McCrae A. |
| 12/Dec/08 | 2727875 | 1 | Prints | 2.00 | | McCrae A. |
| 12/Dec/08 | 2727879 | 1 | Prints | 2.00 | | McCrae A. |
| 12/Dec/08 | 2727883 | 1 | Prints | 2.00 | | McCrae A. |
| 12/Dec/08 | 2727900 | 1 | Prints | 1.00 | | McCrae A. |
| 12/Dec/08 | 2728155 | 1 | Prints | 1.00 | | McCrae A. |
| 12/Dec/08 | 2728168 | 1 | Prints | 1.00 | | McCrae A. |
| 12/Dec/08 | 2728178 | 1 | Prints | 1.00 | | McCrae A. |
| 12/Dec/08 | 2728207 | 1 | Prints | 1.00 | | McCrae A. |
| 12/Dec/08 | 2728209 | 1 | Prints | 1.00 | | McCrae A. |
| 12/Dec/08 | 2728212 | 1 | Prints | 4.00 | | McCrae A. |
| 12/Dec/08 | 2728227 | 1 | Prints | 2.00 | | McCrae A. |
| 12/Dec/08 | 2728480 | 2 | Telephone | | | McCrae A. 14186817007 |
| 12/Dec/08 | 2728527 | 2 | Telephone | | | McCrae A. 12393957229 |
| 12/Dec/08 | 2728557 | 3 | Faxes | 22.00 | | McCrae A. 12393957229 |
| 12/Dec/08 | 2733608 | 4 | Binding Supplies | | | |
| 12/Dec/08 | 2733614 | 4 | Binding Supplies | | | |
| 12/Dec/08 | 2740509 | 7 | Courier & Delivery | | | Federal Express Canada Ltd. Inv# 8-924-42427 |
| 12/Dec/08 | 2740510 | 7 | Courier & Delivery | | | Federal Express Canada Ltd. Inv# 8-924-42427 |
| 12/Dec/08 | 2740511 | 7 | Courier & Delivery | | | Federal Express Canada Ltd. Inv# 8-924-42427 |
| 12/Dec/08 | 2740512 | 7 | Courier & Delivery | | | Federal Express Canada Ltd. Inv# 8-924-42427 |

N0888 **075264**
Nadeau Poultry Farms Ltd.
Chicken Farmers of New Brunswick
Prebill No.: 378997
Session ID: 247932

LAST BILL DATE: 08/Dec/08
LAST BILLED TO DATE: 08/Dec/08

FILE LAWYER: Price, Leah
ASSIGNED LAWYER: Price, Leah

*CLIENT ADDRESS*
Nadeau Poultry Farms Ltd.
c/o Folkes Legal Professional Corporation
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CANADA

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Brampton, ON
L6X 1B7

| DATE | DISB ID | CODE | | QUAN | AMOUNT | DESCRIPTION |
|---|---|---|---|---|---|---|
| 15/Dec/08 | 2728771 | RSC | Reporting Service Charges | | | PAYEE: International Reporting Inc.; REQUEST#: 168266; DATE: 12/15/2008. - inv. 0060900 & 0060905 |
| 15/Dec/08 | 2729357 | 1 | Prints | 1,441.00 | | Freeman J. |
| 15/Dec/08 | 2729397 | 1 | Prints | 1.00 | | Freeman J. |
| 15/Dec/08 | 2729404 | 1 | Prints | 9.00 | | Freeman J. |
| 15/Dec/08 | 2731624 | 2 | Telephone | | | Anderson M. 15148453111 |
| 15/Dec/08 | 2731631 | 2 | Telephone | | | Freeman J. 16139540857 |
| 15/Dec/08 | 2731684 | 2 | Telephone | | | Price L. 15148453006 |
| 15/Dec/08 | 2731721 | 3 | Faxes | 1.00 | | Price L. 15148453006 |
| 15/Dec/08 | 2733552 | CD | Scanning with conversion to CD | | | |
| 15/Dec/08 | 2733623 | 4 | Binding Supplies | | | |
| 15/Dec/08 | 2740513 | 7 | Courier & Delivery | | | Federal Express Canada Ltd. Inv# 8-924-42427 |
| 16/Dec/08 | 2732543 | 1 | Prints | 2.00 | | Anderson M. |
| 16/Dec/08 | 2732725 | 1 | Prints | 45.00 | | Anderson M. |
| 16/Dec/08 | 2732726 | 1 | Prints | 17.00 | | Anderson M. |
| 16/Dec/08 | 2732727 | 1 | Prints | 11.00 | | Anderson M. |
| 16/Dec/08 | 2732728 | 1 | Prints | 9.00 | | Anderson M. |
| 16/Dec/08 | 2732737 | 1 | Prints | 2.00 | | Anderson M. |
| 16/Dec/08 | 2732740 | 1 | Prints | 2.00 | | Anderson M. |
| 16/Dec/08 | 2732786 | 1 | Prints | 99.00 | | Anderson M. |
| 16/Dec/08 | 2732813 | 1 | Prints | 1.00 | | Anderson M. |
| 16/Dec/08 | 2732821 | 1 | Prints | 1.00 | | Anderson M. |
| 16/Dec/08 | 2733102 | 1 | Prints | 1.00 | | Anderson M. |
| 16/Dec/08 | 2733125 | 2 | Telephone | | | Freeman J. 14186817007 |
| 16/Dec/08 | 2733128 | 2 | Telephone | | | Anderson M. 15148453111 |
| 17/Dec/08 | 2733646 | 4 | Binding Supplies | | | |
| 17/Dec/08 | 2733647 | 4 | Binding Supplies | | | |
| 17/Dec/08 | 2733799 | 8 | Postage/Registered Mail | | | B PROUSE OTTAWA |
| 17/Dec/08 | 2734185 | 1 | Prints | 554.00 | | McCrae A. |
| 17/Dec/08 | 2734881 | 1 | Prints | 1.00 | | Freeman J. |
| 17/Dec/08 | 2735515 | 1 | Prints | 104.00 | | Anderson M. |
| 17/Dec/08 | 2735517 | 1 | Prints | 1.00 | | Printing House |
| 17/Dec/08 | 2735524 | 1 | Prints | 95.00 | | Printing House |
| 17/Dec/08 | 2735527 | 1 | Prints | 55.00 | | Printing House |
| 17/Dec/08 | 2735529 | 1 | Prints | 95.00 | | Printing House |
| 17/Dec/08 | 2735566 | 2 | Telephone | | | Freeman J. 14186817007 |
| 17/Dec/08 | 2735569 | 2 | Telephone | | | Freeman J. 16137808638 |
| 17/Dec/08 | 2735577 | 2 | Telephone | | | Freeman J. 15069925153 |
| 17/Dec/08 | 2735782 | 1 | Prints | 1.00 | | Printing House |
| 17/Dec/08 | 2735789 | 1 | Prints | 1.00 | | Freeman J. |
| 17/Dec/08 | 2735801 | 1 | Prints | 1.00 | | Freeman J. |
| 17/Dec/08 | 2735803 | 1 | Prints | 8.00 | | Printing House |
| 17/Dec/08 | 2735811 | 1 | Prints | 1.00 | | Printing House |
| 17/Dec/08 | 2735816 | 1 | Prints | 44.00 | | Printing House |
| 17/Dec/08 | 2735818 | 1 | Prints | 1.00 | | Printing House |
| 17/Dec/08 | 2735820 | 1 | Prints | 16.00 | | Printing House |
| 17/Dec/08 | 2735824 | 1 | Prints | 1.00 | | Printing House |
| 17/Dec/08 | 2735825 | 1 | Prints | 10.00 | | Printing House |
| 17/Dec/08 | 2735829 | 1 | Prints | 1.00 | | Printing House |
| 17/Dec/08 | 2735832 | 1 | Prints | 8.00 | | Printing House |
| 17/Dec/08 | 2735956 | 1 | Prints | 1.00 | | Freeman J. |

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Session ID: 247932

LAST BILL DATE: 08/Dec/08
LAST BILLED TO DATE: 08/Dec/08

FILE LAWYER: Price, Leah
ASSIGNED LAWYER: Price, Leah

*CLIENT ADDRESS*
Nadeau Poultry Farms Ltd.
c/o Folkes Legal Professional Corporation
14 Nelson St., Ste. 1
Brampton, ON L6X 1B7
CANADA

*BILLING ADDRESS*
c/o Folkes Legal Professional Corporation
14 Nelson St., Ste. 1
Brampton, ON
L6X 1B7

| DATE | DISB ID | CODE | | QUAN | AMOUNT | DESCRIPTION |
|---|---|---|---|---|---|---|
| 17/Dec/08 | 2735965 | 1 | Prints | 1.00 | | Freeman J. |
| 17/Dec/08 | 2757036 | 3 | Faxes | 1.00 | | Incoming fax |
| 18/Dec/08 | 2733309 | TVB | Non-Local Meals | | | PAYEE: Freeman, Joshua R; REQUEST#: 168453; DATE: 12/18/2008. |
| 18/Dec/08 | 2734914 | 1 | Prints | 1.00 | | Freeman J. |
| 18/Dec/08 | 2734983 | 1 | Prints | 1.00 | | Freeman J. |
| 18/Dec/08 | 2735686 | 1 | Prints | 1.00 | | Freeman J. |
| 18/Dec/08 | 2735696 | 1 | Prints | 98.00 | | Freeman J. |
| 18/Dec/08 | 2736490 | 1 | Prints | 1.00 | | Printing House |
| 18/Dec/08 | 2736496 | 1 | Prints | 8.00 | | Printing House |
| 18/Dec/08 | 2736499 | 1 | Prints | 45.00 | | Printing House |
| 18/Dec/08 | 2736501 | 1 | Prints | 17.00 | | Printing House |
| 18/Dec/08 | 2736502 | 1 | Prints | 11.00 | | Printing House |
| 18/Dec/08 | 2736504 | 1 | Prints | 9.00 | | Printing House |
| 18/Dec/08 | 2736508 | 1 | Prints | 1.00 | | Printing House |
| 18/Dec/08 | 2736510 | 1 | Prints | 117.00 | | Printing House |
| 18/Dec/08 | 2736514 | 1 | Prints | 1.00 | | Printing House |
| 18/Dec/08 | 2736517 | 1 | Prints | 9.00 | | Printing House |
| 18/Dec/08 | 2736519 | 1 | Prints | 99.00 | | Printing House |
| 18/Dec/08 | 2736520 | 1 | Prints | 9.00 | | Printing House |
| 18/Dec/08 | 2736528 | 1 | Prints | 1.00 | | Printing House |
| 18/Dec/08 | 2736530 | 1 | Prints | 16.00 | | Printing House |
| 18/Dec/08 | 2736928 | 1 | Prints | 1.00 | | Freeman J. |
| 18/Dec/08 | 2736936 | 1 | Prints | 1.00 | | Freeman J. |
| 18/Dec/08 | 2737065 | 1 | Prints | 2.00 | | Freeman J. |
| 18/Dec/08 | 2737076 | 1 | Prints | 2.00 | | Freeman J. |
| 18/Dec/08 | 2737121 | 1 | Prints | 1.00 | | Price L. |
| 18/Dec/08 | 2737139 | 1 | Prints | 9.00 | | Price L. |
| 18/Dec/08 | 2737168 | 1 | Prints | 9.00 | | Price L. |
| 18/Dec/08 | 2737199 | 1 | Prints | 3.00 | | Freeman J. |
| 18/Dec/08 | 2737211 | 1 | Prints | 3.00 | | Freeman J. |
| 18/Dec/08 | 2737267 | 1 | Prints | 4.00 | | Freeman J. |
| 18/Dec/08 | 2737297 | 1 | Prints | 2.00 | | Printing House |
| 18/Dec/08 | 2737299 | 1 | Prints | 16.00 | | Printing House |
| 18/Dec/08 | 2737344 | 1 | Prints | 5.00 | | Freeman J. |
| 18/Dec/08 | 2737346 | 1 | Prints | 5.00 | | Freeman J. |
| 18/Dec/08 | 2737403 | 2 | Telephone | | | Anderson M. 16132381500 |
| 18/Dec/08 | 2737573 | 2 | Telephone | | | Anderson M. 16132381500 |
| 18/Dec/08 | 2742262 | 1S | Scanning | | | |
| 18/Dec/08 | 2742273 | 4 | Binding Supplies | | | |
| 18/Dec/08 | 2742277 | 4 | Binding Supplies | | | |
| 19/Dec/08 | 2736732 | 1 | Prints | 2.00 | | Price L. |
| 19/Dec/08 | 2737698 | 1 | Prints | 206.00 | | McCrae A. |
| 19/Dec/08 | 2737959 | 1 | Prints | 2.00 | | Freeman J. |
| 19/Dec/08 | 2738082 | 2 | Telephone | | | Price L. 16138204483 |
| 19/Dec/08 | 2738107 | 1 | Prints | 1.00 | | Price L. |
| 19/Dec/08 | 2738189 | 1 | Prints | 1.00 | | Price L. |
| 19/Dec/08 | 2738190 | 1 | Prints | 1.00 | | Price L. |
| 19/Dec/08 | 2738194 | 1 | Prints | 1.00 | | Price L. |
| 19/Dec/08 | 2738196 | 1 | Prints | 1.00 | | Price L. |
| 19/Dec/08 | 2738198 | 1 | Prints | 1.00 | | Price L. |
| 19/Dec/08 | 2738200 | 1 | Prints | 1.00 | | Price L. |

N0888 **075264**
Nadeau Poultry Farms Ltd.
Chicken Farmers of New Brunswick
Prebill No.: 378997
Session ID: 247932

LAST BILL DATE: 08/Dec/08
LAST BILLED TO DATE: 08/Dec/08

FILE LAWYER: Price, Leah
ASSIGNED LAWYER: Price, Leah

*CLIENT ADDRESS*
Nadeau Poultry Farms Ltd.
c/o Folkes Legal Professional Corporation
14 Nelson St., Ste. 1
Brampton, ON L6X 1B7
CANADA

*BILLING ADDRESS*
c/o Folkes Legal Professional Corporation
14 Nelson St., Ste. 1
Brampton, ON
L6X 1B7

| DATE | DISB ID | CODE | | QUAN | AMOUNT | DESCRIPTION |
|---|---|---|---|---|---|---|
| 19/Dec/08 | 2738212 | 1 | Prints | 1.00 | | Printing House |
| 19/Dec/08 | 2738213 | 1 | Prints | 47.00 | | Printing House |
| 19/Dec/08 | 2738214 | 1 | Prints | 109.00 | | Printing House |
| 19/Dec/08 | 2738361 | 3 | Faxes | 3.00 | | Price L. 16138204483 |
| 19/Dec/08 | 2738624 | 1 | Prints | 1.00 | | Price L. |
| 19/Dec/08 | 2738674 | 1 | Prints | 24.00 | | Price L. |
| 19/Dec/08 | 2738676 | 1 | Prints | 1.00 | | Price L. |
| 19/Dec/08 | 2738686 | 1 | Prints | 18.00 | | Price L. |
| 19/Dec/08 | 2738687 | 1 | Prints | 1.00 | | Price L. |
| 19/Dec/08 | 2738688 | 1 | Prints | 2.00 | | Price L. |
| 19/Dec/08 | 2738691 | 1 | Prints | 4.00 | | Price L. |
| 19/Dec/08 | 2738692 | 1 | Prints | 2.00 | | Price L. |
| 19/Dec/08 | 2738693 | 1 | Prints | 1.00 | | Price L. |
| 19/Dec/08 | 2738694 | 1 | Prints | 1.00 | | Price L. |
| 19/Dec/08 | 2738695 | 1 | Prints | 2.00 | | Price L. |
| 19/Dec/08 | 2738696 | 1 | Prints | 1.00 | | Price L. |
| 19/Dec/08 | 2738697 | 1 | Prints | 8.00 | | Freeman J. |
| 19/Dec/08 | 2738698 | 1 | Prints | 2.00 | | Freeman J. |
| 19/Dec/08 | 2739108 | 1 | Prints | 2.00 | | Freeman J. |
| 19/Dec/08 | 2739160 | 1 | Prints | 1.00 | | Freeman J. |
| 19/Dec/08 | 2739162 | 1 | Prints | 1.00 | | Freeman J. |
| 19/Dec/08 | 2739163 | 1 | Prints | 1.00 | | Price L. |
| 19/Dec/08 | 2739164 | 1 | Prints | 9.00 | | Price L. |
| 19/Dec/08 | 2739165 | 1 | Prints | 1.00 | | Freeman J. |
| 19/Dec/08 | 2739171 | 1 | Prints | 18.00 | | Price L. |
| 19/Dec/08 | 2739268 | 1 | Prints | 1.00 | | Freeman J. |
| 19/Dec/08 | 2739280 | 1 | Prints | 1.00 | | Freeman J. |
| 19/Dec/08 | 2739301 | 1 | Prints | 2.00 | | Price L. |
| 19/Dec/08 | 2739382 | 2 | Telephone | | | Anderson M. 15143944460 |
| 19/Dec/08 | 2742264 | 1S | Scanning | | | |
| 19/Dec/08 | 2742286 | 4 | Binding Supplies | | | |
| 19/Dec/08 | 2742290 | 4 | Binding Supplies | | | |
| 19/Dec/08 | 2742403 | 7 | Courier & Delivery | | | Purolator Courier Ltd. Inv# 403944352 |
| 22/Dec/08 | 2733516 | 11C | Expert Witness Fees | | | PAYEE: Agri Stats Inc.; REQUEST#: 168608; DATE: 12/22/2008. - Witness Michael Donohue |
| 22/Dec/08 | 2733517 | 15B | Out-of Town Travel | | | PAYEE: Agri Stats Inc.; REQUEST#: 168608; DATE: 12/22/2008. - Witness Michael Donohue |
| 23/Dec/08 | 2741225 | 1 | Prints | 2.00 | | Price L. |
| 23/Dec/08 | 2741355 | 1 | Prints | 5.00 | | Price L. |
| 23/Dec/08 | 2749030 | 11 | Agents' Fees | | | Idealogic PDS Inc. Inv# ECD/7458 |
| 24/Dec/08 | 2741898 | 1 | Prints | 2.00 | | Price L. |
| 24/Dec/08 | 2741899 | 1 | Prints | 1.00 | | Price L. |
| 24/Dec/08 | 2741913 | 1 | Prints | 3.00 | | Price L. |
| 24/Dec/08 | 2741956 | 1 | Prints | 1.00 | | Price L. |
| 24/Dec/08 | 2742100 | 1 | Prints | 31.00 | | Printing House |
| 24/Dec/08 | 2742101 | 1 | Prints | 67.00 | | Printing House |
| 24/Dec/08 | 2742102 | 1 | Prints | 13.00 | | Printing House |
| 24/Dec/08 | 2742103 | 1 | Prints | 35.00 | | Printing House |
| 24/Dec/08 | 2742104 | 1 | Prints | 123.00 | | Printing House |
| 24/Dec/08 | 2742105 | 1 | Prints | 68.00 | | Printing House |
| 24/Dec/08 | 2742305 | 4 | Binding Supplies | | | |
| 29/Dec/08 | 2742825 | 1 | Prints | 3.00 | | Price L. |

N0888 **075264**
Nadeau Poultry Farms Ltd.
Chicken Farmers of New Brunswick
Prebill No.: 378997
Session ID: 247932

LAST BILL DATE: 08/Dec/08
LAST BILLED TO DATE: 08/Dec/08

FILE LAWYER: Price, Leah
ASSIGNED LAWYER: Price, Leah

*CLIENT ADDRESS*
Nadeau Poultry Farms Ltd.
c/o Folkes Legal Professional Corporation
14 Nelson St., Ste. 1
Brampton, ON L6X 1B7
CANADA

*BILLING ADDRESS*
c/o Folkes Legal Professional Corporation
14 Nelson St., Ste. 1
Brampton, ON
L6X 1B7

| DATE | DISB ID | CODE | | QUAN | AMOUNT | DESCRIPTION |
|---|---|---|---|---|---|---|
| 29/Dec/08 | 2742828 | 1 | Prints | 1.00 | | Price L. |
| 29/Dec/08 | 2743003 | 1 | Prints | 1.00 | | Price L. |
| 29/Dec/08 | 2743004 | 1 | Prints | 2.00 | | Price L. |
| 29/Dec/08 | 2743187 | 1 | Prints | 2.00 | | Price L. |
| 29/Dec/08 | 2743188 | 1 | Prints | 1.00 | | Price L. |
| 29/Dec/08 | 2743200 | 2 | Telephone | | | Price L. 15064592963 |
| 30/Dec/08 | 2743459 | 1 | Prints | 3.00 | | Price L. |
| 30/Dec/08 | 2743460 | 1 | Prints | 1.00 | | Price L. |
| 05/Jan/09 | 2745031 | 8 | Postage/Registered Mail | | | AGRI STATS USA |
| 05/Jan/09 | 2745708 | 1 | Prints | 2.00 | | Freeman J. |
| 05/Jan/09 | 2745711 | 1 | Prints | 6.00 | | Freeman J. |
| 05/Jan/09 | 2745872 | 1 | Prints | 10.00 | | Freeman J. |
| 05/Jan/09 | 2745878 | 1 | Prints | 16.00 | | Freeman J. |
| 05/Jan/09 | 2745958 | 1 | Prints | 2.00 | | Freeman J. |
| 05/Jan/09 | 2745959 | 1 | Prints | 6.00 | | Freeman J. |
| 05/Jan/09 | 2745967 | 1 | Prints | 2.00 | | Freeman J. |
| 05/Jan/09 | 2745990 | 1 | Prints | 6.00 | | Freeman J. |
| 05/Jan/09 | 2746014 | 1 | Prints | 6.00 | | Freeman J. |
| 05/Jan/09 | 2746019 | 1 | Prints | 12.00 | | Freeman J. |
| 05/Jan/09 | 2746021 | 1 | Prints | 5.00 | | Freeman J. |
| 05/Jan/09 | 2746025 | 1 | Prints | 12.00 | | Freeman J. |
| 05/Jan/09 | 2746029 | 1 | Prints | 6.00 | | Freeman J. |
| 05/Jan/09 | 2746030 | 1 | Prints | 13.00 | | Freeman J. |
| 05/Jan/09 | 2746785 | 1 | Prints | 3.00 | | Price L. |
| 05/Jan/09 | 2746828 | 1 | Prints | 1.00 | | Freeman J. |
| 05/Jan/09 | 2746834 | 1 | Prints | 2.00 | | Freeman J. |
| 05/Jan/09 | 2746836 | 1 | Prints | 1.00 | | Freeman J. |
| 05/Jan/09 | 2747012 | 1 | Prints | 1.00 | | Freeman J. |
| 05/Jan/09 | 2747013 | 1 | Prints | 1.00 | | Freeman J. |
| 05/Jan/09 | 2747517 | 2 | Telephone | | | Price L. 15063832224 |
| 06/Jan/09 | 2745181 | 8 | Postage/Registered Mail | | | GROUPE DANALYSE MONTREAL |
| 06/Jan/09 | 2746522 | 1 | Prints | 4.00 | | Freeman J. |
| 06/Jan/09 | 2746612 | 1 | Prints | 3.00 | | Freeman J. |
| 06/Jan/09 | 2746613 | 1 | Prints | 7.00 | | Freeman J. |
| 06/Jan/09 | 2746655 | 1 | Prints | 5.00 | | Freeman J. |
| 06/Jan/09 | 2746656 | 1 | Prints | 3.00 | | Freeman J. |
| 06/Jan/09 | 2746659 | 1 | Prints | 1.00 | | Freeman J. |
| 06/Jan/09 | 2747827 | 1 | Prints | 1.00 | | Freeman J. |
| 06/Jan/09 | 2747877 | 1 | Prints | 2.00 | | Freeman J. |
| 06/Jan/09 | 2748025 | 1 | Prints | 8.00 | | Freeman J. |
| 06/Jan/09 | 2748034 | 1 | Prints | 3.00 | | Freeman J. |
| 06/Jan/09 | 2748041 | 1 | Prints | 3.00 | | Freeman J. |
| 06/Jan/09 | 2748049 | 1 | Prints | 3.00 | | Freeman J. |
| 06/Jan/09 | 2748110 | 1 | Prints | 8.00 | | Freeman J. |
| 06/Jan/09 | 2748753 | 1 | Prints | 1.00 | | Freeman J. |
| 06/Jan/09 | 2748754 | 1 | Prints | 1.00 | | Freeman J. |
| 06/Jan/09 | 2748760 | 1 | Prints | 1.00 | | Freeman J. |
| 07/Jan/09 | 2749695 | 1 | Prints | 240.00 | | Freeman J. |
| 07/Jan/09 | 2749710 | 1 | Prints | 8.00 | | Freeman J. |
| 07/Jan/09 | 2749805 | 1 | Prints | 8.00 | | Freeman J. |
| 07/Jan/09 | 2749853 | 1 | Prints | 13.00 | | Price L. |
| 07/Jan/09 | 2749906 | 1 | Prints | 2.00 | | Freeman J. |

N0888 **075264**
Nadeau Poultry Farms Ltd.
Chicken Farmers of New Brunswick
Prebill No.: 378997
Session ID: 247932

LAST BILL DATE: 08/Dec/08
LAST BILLED TO DATE: 08/Dec/08

FILE LAWYER: Price, Leah
ASSIGNED LAWYER: Price, Leah

*CLIENT ADDRESS*
Nadeau Poultry Farms Ltd.
c/o Folkes Legal Professional Corporation
14 Nelson St., Ste. 1
Brampton, ON L6X 1B7
CANADA

*BILLING ADDRESS*
c/o Folkes Legal Professional Corporation
14 Nelson St., Ste. 1
Brampton, ON
L6X 1B7

| DATE | DISB ID | CODE | | QUAN | AMOUNT | DESCRIPTION |
|---|---|---|---|---|---|---|
| 07/Jan/09 | 2749912 | 1 | Prints | 4.00 | | Freeman J. |
| 07/Jan/09 | 2749913 | 1 | Prints | 1.00 | | Freeman J. |
| 07/Jan/09 | 2749940 | 1 | Prints | 8.00 | | Freeman J. |
| 07/Jan/09 | 2749941 | 1 | Prints | 5.00 | | Freeman J. |
| 07/Jan/09 | 2749948 | 1 | Prints | 8.00 | | Freeman J. |
| 07/Jan/09 | 2749953 | 1 | Prints | 5.00 | | Freeman J. |
| 07/Jan/09 | 2750372 | 1 | Prints | 1.00 | | Freeman J. |
| 07/Jan/09 | 2750373 | 1 | Prints | 2.00 | | Freeman J. |
| 07/Jan/09 | 2750596 | 1 | Prints | 17.00 | | Freeman J. |
| 07/Jan/09 | 2750619 | 1 | Prints | 5.00 | | Freeman J. |
| 07/Jan/09 | 2750806 | 2 | Telephone | | | Petrie J. 16132381500 |
| 07/Jan/09 | 2750827 | 2 | Telephone | | | Freeman J. 16139540857 |
| 07/Jan/09 | 2750831 | 1 | Prints | 8.00 | | Freeman J. |
| 07/Jan/09 | 2750864 | 1 | Prints | 1.00 | | Freeman J. |
| 07/Jan/09 | 2750892 | 1 | Prints | 13.00 | | Freeman J. |
| 07/Jan/09 | 2751320 | 1 | Prints | 42.00 | | Freeman J. |
| 07/Jan/09 | 2757612 | 3 | Faxes | 5.00 | | Incoming fax |
| 07/Jan/09 | 2764892 | 7 | Courier & Delivery | | | Federal Express Canada Ltd. Inv# 8-934-87682 |
| 08/Jan/09 | 2749071 | 11E | Translation/Translators | | | PAYEE: Interpret Can; REQUEST#: 169023; DATE: 1/8/2009. - inv. 10097 |
| 08/Jan/09 | 2749073 | C5 | Copy - Examiner's Transcripts | | | PAYEE: International Reporting Inc.; REQUEST#: 169024; DATE: 1/8/2009. - inv. 0060933 |
| 08/Jan/09 | 2749103 | 15B | Out-of Town Travel | | | PAYEE: Freeman, Joshua R; REQUEST#: 169028; DATE: 1/8/2009. |
| 08/Jan/09 | 2749105 | 15A | Local travel - mileage/cabs | | | PAYEE: Freeman, Joshua R; REQUEST#: 169028; DATE: 1/8/2009. |
| 08/Jan/09 | 2749110 | 15B | Out-of Town Travel | | | PAYEE: Price, Leah; REQUEST#: 169029; DATE: 1/8/2009. |
| 08/Jan/09 | 2749111 | 15A | Local travel - mileage/cabs | | | PAYEE: Price, Leah; REQUEST#: 169029; DATE: 1/8/2009. |
| 08/Jan/09 | 2749634 | 8 | Postage/Registered Mail | | | iterpretcan |
| 08/Jan/09 | 2751504 | 1 | Prints | 98.00 | | Freeman J. |
| 08/Jan/09 | 2751675 | 1 | Prints | 14.00 | | Freeman J. |
| 08/Jan/09 | 2752078 | 1 | Prints | 57.00 | | Freeman J. |
| 08/Jan/09 | 2752669 | 1 | Prints | 1.00 | | Freeman J. |
| 08/Jan/09 | 2752670 | 1 | Prints | 6.00 | | Freeman J. |
| 08/Jan/09 | 2752686 | 1 | Prints | 6.00 | | Freeman J. |
| 08/Jan/09 | 2752717 | 1 | Prints | 2.00 | | Price L. |
| 08/Jan/09 | 2752721 | 1 | Prints | 42.00 | | Price L. |
| 08/Jan/09 | 2752726 | 1 | Prints | 6.00 | | Price L. |
| 08/Jan/09 | 2752854 | 1 | Prints | 2.00 | | Freeman J. |
| 08/Jan/09 | 2752996 | 2 | Telephone | | | Freeman J. 15148474294 |
| 08/Jan/09 | 2752998 | 2 | Telephone | | | Freeman J. 15148474294 |
| 09/Jan/09 | 2749342 | 4 | Binding Supplies | | | |
| 09/Jan/09 | 2749351 | 4 | Binding Supplies | | | |
| 09/Jan/09 | 2753281 | 1 | Prints | 17.00 | | Freeman J. |
| 09/Jan/09 | 2753293 | 1 | Prints | 18.00 | | Swan M. |
| 09/Jan/09 | 2753329 | 1 | Prints | 9.00 | | Price L. |
| 09/Jan/09 | 2753332 | 1 | Prints | 1.00 | | Freeman J. |
| 09/Jan/09 | 2753333 | 1 | Prints | 9.00 | | Freeman J. |
| 09/Jan/09 | 2753334 | 1 | Prints | 9.00 | | Freeman J. |
| 09/Jan/09 | 2753335 | 1 | Prints | 6.00 | | Freeman J. |
| 09/Jan/09 | 2753336 | 1 | Prints | 1.00 | | Freeman J. |
| 09/Jan/09 | 2753434 | 1 | Prints | 18.00 | | Freeman J. |
| 09/Jan/09 | 2753946 | 1 | Prints | 6.00 | | Price L. |

N0888 **075264**
Nadeau Poultry Farms Ltd.
Chicken Farmers of New Brunswick
Prebill No.: 378997
Session ID: 247932

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FILE LAWYER: Price, Leah
ASSIGNED LAWYER: Price, Leah

*CLIENT ADDRESS*
Nadeau Poultry Farms Ltd.
c/o Folkes Legal Professional Corporation
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CANADA

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L6X 1B7

| DATE | DISB ID | CODE | | QUAN | AMOUNT | DESCRIPTION |
|---|---|---|---|---|---|---|
| 09/Jan/09 | 2754238 | 1 | Prints | 4.00 | | Swan M. |
| 09/Jan/09 | 2754247 | 1 | Prints | 18.00 | | Freeman J. |
| 09/Jan/09 | 2754286 | 1 | Prints | 3.00 | | Swan M. |
| 09/Jan/09 | 2754290 | 1 | Prints | 9.00 | | Swan M. |
| 09/Jan/09 | 2754307 | 1 | Prints | 33.00 | | Freeman J. |
| 09/Jan/09 | 2754317 | 1 | Prints | 5.00 | | Swan M. |
| 09/Jan/09 | 2754346 | 1 | Prints | 1.00 | | Price L. |
| 09/Jan/09 | 2754347 | 1 | Prints | 22.00 | | Price L. |
| 09/Jan/09 | 2754388 | 2 | Telephone | | | Freeman J. 16139540857 |
| 10/Jan/09 | 2754923 | 1 | Prints | 36.00 | | Swan M. |
| 10/Jan/09 | 2754924 | 1 | Prints | 22.00 | | Swan M. |
| 10/Jan/09 | 2754925 | 1 | Prints | 9.00 | | Swan M. |
| 10/Jan/09 | 2754926 | 1 | Prints | 6.00 | | Swan M. |
| 10/Jan/09 | 2754927 | 1 | Prints | 5.00 | | Swan M. |
| 10/Jan/09 | 2754928 | 1 | Prints | 4.00 | | Swan M. |
| 10/Jan/09 | 2763039 | QL | Quicklaw On-line Computer Searches | | | |
| 12/Jan/09 | 2754782 | 8 | Postage/Registered Mail | | | int'l reporting |
| 12/Jan/09 | 2754991 | 1 | Prints | 10.00 | | Freeman J. |
| 12/Jan/09 | 2755089 | 1 | Prints | 1.00 | | Price L. |
| 12/Jan/09 | 2755460 | 1 | Prints | 4.00 | | Freeman J. |
| 12/Jan/09 | 2755489 | 1 | Prints | 22.00 | | Freeman J. |
| 12/Jan/09 | 2755528 | 1 | Prints | 1.00 | | Freeman J. |
| 12/Jan/09 | 2755530 | 1 | Prints | 1.00 | | Freeman J. |
| 12/Jan/09 | 2755532 | 1 | Prints | 21.00 | | Freeman J. |
| 12/Jan/09 | 2755539 | 1 | Prints | 16.00 | | Freeman J. |
| 12/Jan/09 | 2755610 | 1 | Prints | 11.00 | | Freeman J. |
| 12/Jan/09 | 2755656 | 1 | Prints | 22.00 | | Freeman J. |
| 12/Jan/09 | 2755664 | 1 | Prints | 22.00 | | Freeman J. |
| 12/Jan/09 | 2755668 | 1 | Prints | 11.00 | | Freeman J. |
| 12/Jan/09 | 2755787 | 1 | Prints | 22.00 | | Freeman J. |
| 12/Jan/09 | 2755818 | 1 | Prints | 11.00 | | Freeman J. |
| 12/Jan/09 | 2756006 | 1 | Prints | 10.00 | | Freeman J. |
| 12/Jan/09 | 2756284 | 1 | Prints | 5.00 | | Price L. |
| 12/Jan/09 | 2756297 | 1 | Prints | 9.00 | | Price L. |
| 12/Jan/09 | 2756301 | 1 | Prints | 8.00 | | Price L. |
| 12/Jan/09 | 2756339 | 1 | Prints | 22.00 | | Freeman J. |
| 12/Jan/09 | 2756340 | 1 | Prints | 11.00 | | Freeman J. |
| 12/Jan/09 | 2756343 | 1 | Prints | 20.00 | | Freeman J. |
| 12/Jan/09 | 2756478 | 1 | Prints | 22.00 | | Printing House |
| 12/Jan/09 | 2756479 | 1 | Prints | 44.00 | | Printing House |
| 12/Jan/09 | 2756483 | 1 | Prints | 184.00 | | Printing House |
| 12/Jan/09 | 2756567 | 1 | Prints | 10.00 | | Freeman J. |
| 12/Jan/09 | 2756571 | 1 | Prints | 62.00 | | Freeman J. |
| 12/Jan/09 | 2756610 | 1 | Prints | 72.00 | | Freeman J. |
| 12/Jan/09 | 2757393 | 4 | Binding Supplies | | | |
| 12/Jan/09 | 2768442 | 1S | Scanning | | | |
| 13/Jan/09 | 2758111 | 1 | Prints | 21.00 | | Freeman J. |
| 13/Jan/09 | 2758118 | 1 | Prints | 20.00 | | Freeman J. |
| 13/Jan/09 | 2758123 | 1 | Prints | 22.00 | | Freeman J. |
| 13/Jan/09 | 2758124 | 1 | Prints | 11.00 | | Freeman J. |
| 13/Jan/09 | 2758131 | 1 | Prints | 15.00 | | Freeman J. |

N0888 **075264**
Nadeau Poultry Farms Ltd.
Chicken Farmers of New Brunswick
Prebill No.: 378997
Session ID: 247932

LAST BILL DATE: 08/Dec/08
LAST BILLED TO DATE: 08/Dec/08

FILE LAWYER: Price, Leah
ASSIGNED LAWYER: Price, Leah

*CLIENT ADDRESS*
Nadeau Poultry Farms Ltd.
c/o Folkes Legal Professional Corporation
14 Nelson St., Ste. 1
Brampton, ON L6X 1B7
CANADA

*BILLING ADDRESS*
c/o Folkes Legal Professional Corporation
14 Nelson St., Ste. 1
Brampton, ON
L6X 1B7

| DATE | DISB ID | CODE | | QUAN | AMOUNT | DESCRIPTION |
|---|---|---|---|---|---|---|
| 13/Jan/09 | 2758133 | 1 | Prints | 7.00 | | Freeman J. |
| 13/Jan/09 | 2758598 | 1 | Prints | 11.00 | | Freeman J. |
| 14/Jan/09 | 2759612 | 1 | Prints | 14.00 | | Petrie J. |
| 14/Jan/09 | 2760292 | 1 | Prints | 3.00 | | Price L. |
| 15/Jan/09 | 2757785 | 8 | Postage/Registered Mail | | | RON FOLKES BRAMPTON |
| 15/Jan/09 | 2757786 | 8 | Postage/Registered Mail | | | T KRADEPOHI MONTREAL |
| 15/Jan/09 | 2761766 | 1 | Prints | 3.00 | | Price L. |
| 15/Jan/09 | 2761841 | 1 | Prints | 4.00 | | Price L. |
| 15/Jan/09 | 2761854 | 1 | Prints | 1.00 | | Price L. |
| 15/Jan/09 | 2761856 | 1 | Prints | 1.00 | | Price L. |
| 15/Jan/09 | 2762256 | 1 | Prints | 6.00 | | Freeman J. |
| 15/Jan/09 | 2762258 | 1 | Prints | 1.00 | | Price L. |
| 15/Jan/09 | 2762261 | 1 | Prints | 1.00 | | Price L. |
| 15/Jan/09 | 2762262 | 1 | Prints | 1.00 | | Price L. |
| 15/Jan/09 | 2762263 | 1 | Prints | 1.00 | | Price L. |
| 15/Jan/09 | 2762266 | 1 | Prints | 1.00 | | Price L. |
| 15/Jan/09 | 2762268 | 1 | Prints | 1.00 | | Price L. |
| 15/Jan/09 | 2762269 | 1 | Prints | 1.00 | | Price L. |
| 15/Jan/09 | 2762270 | 1 | Prints | 1.00 | | Price L. |
| 15/Jan/09 | 2762272 | 1 | Prints | 1.00 | | Price L. |
| 15/Jan/09 | 2762273 | 1 | Prints | 176.00 | | Freeman J. |
| 15/Jan/09 | 2762274 | 1 | Prints | 1.00 | | Price L. |
| 15/Jan/09 | 2762275 | 1 | Prints | 88.00 | | Freeman J. |
| 15/Jan/09 | 2762277 | 1 | Prints | 1.00 | | Price L. |
| 15/Jan/09 | 2762279 | 1 | Prints | 1.00 | | Price L. |
| 15/Jan/09 | 2762281 | 1 | Prints | 1.00 | | Price L. |
| 15/Jan/09 | 2762283 | 1 | Prints | 1.00 | | Price L. |
| 15/Jan/09 | 2762285 | 1 | Prints | 1.00 | | Price L. |
| 15/Jan/09 | 2762286 | 1 | Prints | 1.00 | | Price L. |
| 15/Jan/09 | 2762287 | 1 | Prints | 1.00 | | Price L. |
| 15/Jan/09 | 2762292 | 1 | Prints | 1.00 | | Price L. |
| 15/Jan/09 | 2762294 | 1 | Prints | 1.00 | | Price L. |
| 15/Jan/09 | 2762298 | 1 | Prints | 1.00 | | Price L. |
| 15/Jan/09 | 2762300 | 1 | Prints | 1.00 | | Price L. |
| 15/Jan/09 | 2762301 | 1 | Prints | 1.00 | | Price L. |
| 15/Jan/09 | 2762303 | 1 | Prints | 1.00 | | Price L. |
| 15/Jan/09 | 2762304 | 1 | Prints | 1.00 | | Price L. |
| 15/Jan/09 | 2762305 | 1 | Prints | 1.00 | | Price L. |
| 15/Jan/09 | 2762306 | 1 | Prints | 1.00 | | Price L. |
| 15/Jan/09 | 2762309 | 1 | Prints | 1.00 | | Price L. |
| 15/Jan/09 | 2762311 | 1 | Prints | 1.00 | | Price L. |
| 15/Jan/09 | 2762315 | 1 | Prints | 1.00 | | Price L. |
| 15/Jan/09 | 2762316 | 1 | Prints | 1.00 | | Price L. |
| 15/Jan/09 | 2762318 | 1 | Prints | 1.00 | | Price L. |
| 15/Jan/09 | 2762363 | 1 | Prints | 12.00 | | Freeman J. |
| 15/Jan/09 | 2762488 | 1 | Prints | 5.00 | | Freeman J. |
| 15/Jan/09 | 2762491 | 1 | Prints | 5.00 | | Freeman J. |
| 15/Jan/09 | 2762499 | 1 | Prints | 5.00 | | Freeman J. |
| 15/Jan/09 | 2762595 | 2 | Telephone | | | Freeman J. 15069925570 |
| 16/Jan/09 | 2763064 | WL | Westlaw On-line Computer Searches | | | |
| 16/Jan/09 | 2763411 | 1 | Prints | 5.00 | | Freeman J. |

N0888 **075264**
Nadeau Poultry Farms Ltd.
Chicken Farmers of New Brunswick
Prebill No.: 378997
Session ID: 247932

LAST BILL DATE: 08/Dec/08
LAST BILLED TO DATE: 08/Dec/08

FILE LAWYER: Price, Leah
ASSIGNED LAWYER: Price, Leah

*CLIENT ADDRESS*
Nadeau Poultry Farms Ltd.
c/o Folkes Legal Professional Corporation
14 Nelson St., Ste. 1
Brampton, ON L6X 1B7
CANADA

*BILLING ADDRESS*
c/o Folkes Legal Professional Corporation
14 Nelson St., Ste. 1
Brampton, ON
L6X 1B7

| DATE | DISB ID | CODE | | QUAN | AMOUNT | DESCRIPTION |
|---|---|---|---|---|---|---|
| 16/Jan/09 | 2763413 | 1 | Prints | 1.00 | | Freeman J. |
| 16/Jan/09 | 2763424 | 1 | Prints | 5.00 | | Freeman J. |
| 16/Jan/09 | 2763577 | 1 | Prints | 5.00 | | Freeman J. |
| 16/Jan/09 | 2763831 | 1 | Prints | 1.00 | | Freeman J. |
| 16/Jan/09 | 2763850 | 1 | Prints | 3.00 | | Price L. |
| 16/Jan/09 | 2764599 | 2 | Telephone | | | Freeman J. 16139540857 |
| 19/Jan/09 | 2765524 | 1 | Prints | 27.00 | | Freeman J. |
| 19/Jan/09 | 2765630 | 1 | Prints | 27.00 | | Freeman J. |
| 19/Jan/09 | 2766481 | 1 | Prints | 25.00 | | Freeman J. |
| 19/Jan/09 | 2766482 | 1 | Prints | 1.00 | | Freeman J. |
| 19/Jan/09 | 2766489 | 1 | Prints | 16.00 | | Freeman J. |
| 19/Jan/09 | 2766495 | 1 | Prints | 26.00 | | Freeman J. |
| 19/Jan/09 | 2766500 | 1 | Prints | 2.00 | | Freeman J. |
| 19/Jan/09 | 2766502 | 1 | Prints | 4.00 | | Freeman J. |
| 19/Jan/09 | 2766506 | 1 | Prints | 8.00 | | Freeman J. |
| 19/Jan/09 | 2766509 | 1 | Prints | 7.00 | | Freeman J. |
| 19/Jan/09 | 2766513 | 1 | Prints | 25.00 | | Freeman J. |
| 19/Jan/09 | 2766516 | 1 | Prints | 8.00 | | Freeman J. |
| 19/Jan/09 | 2766548 | 1 | Prints | 8.00 | | Freeman J. |
| 19/Jan/09 | 2766553 | 1 | Prints | 25.00 | | Freeman J. |
| 19/Jan/09 | 2766554 | 1 | Prints | 7.00 | | Freeman J. |
| 19/Jan/09 | 2766571 | 1 | Prints | 25.00 | | McIntyre C. |
| 19/Jan/09 | 2766578 | 1 | Prints | 1.00 | | McIntyre C. |
| 19/Jan/09 | 2766588 | 1 | Prints | 4.00 | | McIntyre C. |
| 19/Jan/09 | 2766591 | 1 | Prints | 16.00 | | McIntyre C. |
| 19/Jan/09 | 2766598 | 1 | Prints | 26.00 | | McIntyre C. |
| 19/Jan/09 | 2766602 | 1 | Prints | 2.00 | | McIntyre C. |
| 19/Jan/09 | 2766605 | 1 | Prints | 4.00 | | McIntyre C. |
| 19/Jan/09 | 2766619 | 1 | Prints | 8.00 | | McIntyre C. |
| 19/Jan/09 | 2766622 | 1 | Prints | 7.00 | | McIntyre C. |
| 19/Jan/09 | 2766626 | 1 | Prints | 25.00 | | McIntyre C. |
| 19/Jan/09 | 2766630 | 1 | Prints | 7.00 | | McIntyre C. |
| 19/Jan/09 | 2766638 | 1 | Prints | 38.00 | | McIntyre C. |
| 19/Jan/09 | 2766659 | 1 | Prints | 1.00 | | McIntyre C. |
| 19/Jan/09 | 2766787 | 1 | Prints | 7.00 | | McIntyre C. |
| 19/Jan/09 | 2766800 | 1 | Prints | 9.00 | | McIntyre C. |
| 19/Jan/09 | 2767026 | 1 | Prints | 14.00 | | Price L. |
| 19/Jan/09 | 2767032 | 1 | Prints | 2.00 | | Freeman J. |
| 19/Jan/09 | 2767038 | 1 | Prints | 2.00 | | Freeman J. |
| 19/Jan/09 | 2768446 | 1S | Scanning | | | |
| 19/Jan/09 | 2768447 | 1S | Scanning | | | |
| 20/Jan/09 | 2766089 | 2 | Telephone | | | Freeman J. 15148474294 |
| 20/Jan/09 | 2766091 | 2 | Telephone | | | Freeman J. 16137808638 |
| 20/Jan/09 | 2766779 | 1 | Prints | 2.00 | | Petrie J. |
| 20/Jan/09 | 2767364 | 1 | Prints | 231.00 | | Freeman J. |
| 20/Jan/09 | 2767388 | 1 | Prints | 1,342.00 | | Freeman J. |
| 20/Jan/09 | 2767427 | 1 | Prints | 500.00 | | Freeman J. |
| 20/Jan/09 | 2767644 | 1 | Prints | 33.00 | | Freeman J. |
| 20/Jan/09 | 2767778 | 1 | Prints | 54.00 | | Price L. |
| 20/Jan/09 | 2767783 | 1 | Prints | 13.00 | | Price L. |
| 20/Jan/09 | 2767886 | 1 | Prints | 1.00 | | Freeman J. |

N0888 **075264**
Nadeau Poultry Farms Ltd.
Chicken Farmers of New Brunswick
Prebill No.: 378997
Session ID: 247932

LAST BILL DATE: 08/Dec/08
LAST BILLED TO DATE: 08/Dec/08

FILE LAWYER: Price, Leah
ASSIGNED LAWYER: Price, Leah

*CLIENT ADDRESS*
Nadeau Poultry Farms Ltd.
c/o Folkes Legal Professional Corporation
14 Nelson St., Ste. 1
Brampton, ON L6X 1B7
CANADA

*BILLING ADDRESS*
c/o Folkes Legal Professional Corporation
14 Nelson St., Ste. 1
Brampton, ON
L6X 1B7

| DATE | DISB ID | CODE | | QUAN | AMOUNT | DESCRIPTION |
|---|---|---|---|---|---|---|
| 20/Jan/09 | 2768481 | 4 | Binding Supplies | | | |
| 20/Jan/09 | 2768483 | 4 | Binding Supplies | | | |
| 21/Jan/09 | 2768492 | 4 | Binding Supplies | | | |
| 21/Jan/09 | 2768915 | 1 | Prints | 1.00 | | Printing House |
| 21/Jan/09 | 2768918 | 1 | Prints | 28.00 | | Printing House |
| 21/Jan/09 | 2769046 | 1 | Prints | 1.00 | | Price L. |
| 21/Jan/09 | 2769183 | 1 | Prints | 1.00 | | Freeman J. |
| 21/Jan/09 | 2769187 | 1 | Prints | 72.00 | | Freeman J. |
| 21/Jan/09 | 2769207 | 1 | Prints | 2.00 | | Freeman J. |
| 21/Jan/09 | 2769216 | 1 | Prints | 74.00 | | Freeman J. |
| 21/Jan/09 | 2769217 | 1 | Prints | 9.00 | | Freeman J. |
| 21/Jan/09 | 2769218 | 1 | Prints | 74.00 | | Freeman J. |
| 21/Jan/09 | 2769219 | 1 | Prints | 10.00 | | Freeman J. |
| 21/Jan/09 | 2769315 | 1 | Prints | 89.00 | | Freeman J. |
| 21/Jan/09 | 2769483 | 1 | Prints | 6.00 | | Freeman J. |
| 21/Jan/09 | 2769832 | 1 | Prints | 11.00 | | Price L. |
| 21/Jan/09 | 2769834 | 1 | Prints | 11.00 | | Freeman J. |
| 21/Jan/09 | 2769867 | 1 | Prints | 13.00 | | Freeman J. |
| 21/Jan/09 | 2769871 | 2 | Telephone | | | Freeman J. 15148474294 |
| 21/Jan/09 | 2770081 | 1 | Prints | 5.00 | | Price L. |
| 21/Jan/09 | 2770085 | 1 | Prints | 7.00 | | Price L. |
| 21/Jan/09 | 2770161 | 1 | Prints | 2.00 | | Freeman J. |
| 21/Jan/09 | 2770163 | 1 | Prints | 5.00 | | Price L. |
| 21/Jan/09 | 2770235 | 1 | Prints | 4.00 | | Freeman J. |
| 21/Jan/09 | 2770286 | 1 | Prints | 12.00 | | Freeman J. |
| 21/Jan/09 | 2770498 | 1 | Prints | 1.00 | | Price L. |
| 22/Jan/09 | 2768504 | 4 | Binding Supplies | | | |
| 22/Jan/09 | 2770599 | 1 | Prints | 14.00 | | Freeman J. |
| 22/Jan/09 | 2770600 | 1 | Prints | 14.00 | | Freeman J. |
| 22/Jan/09 | 2770749 | 1 | Prints | 30.00 | | Freeman J. |
| 22/Jan/09 | 2770772 | 1 | Prints | 9.00 | | Petrie J. |
| 22/Jan/09 | 2770878 | 1 | Prints | 88.00 | | Petrie J. |
| 22/Jan/09 | 2770883 | 1 | Prints | 89.00 | | Petrie J. |
| 22/Jan/09 | 2770896 | 1 | Prints | 109.00 | | Petrie J. |
| 22/Jan/09 | 2770927 | 1 | Prints | 109.00 | | Petrie J. |
| 22/Jan/09 | 2771146 | 1 | Prints | 4.00 | | Freeman J. |
| 22/Jan/09 | 2771288 | 1 | Prints | 11.00 | | Freeman J. |
| 22/Jan/09 | 2771783 | 1 | Prints | 33.00 | | Swan M. |
| 22/Jan/09 | 2771803 | 1 | Prints | 1.00 | | Swan M. |
| 22/Jan/09 | 2771804 | 1 | Prints | 1.00 | | Swan M. |
| 22/Jan/09 | 2771809 | 1 | Prints | 50.00 | | Freeman J. |
| 22/Jan/09 | 2771811 | 1 | Prints | 50.00 | | Freeman J. |
| 22/Jan/09 | 2771828 | 1 | Prints | 6.00 | | Swan M. |
| 22/Jan/09 | 2771832 | 1 | Prints | 1.00 | | Swan M. |
| 22/Jan/09 | 2771846 | 1 | Prints | 1.00 | | Swan M. |
| 23/Jan/09 | 2772036 | 1 | Prints | 812.00 | | Freeman J. |
| 23/Jan/09 | 2772040 | 1 | Prints | 106.00 | | Freeman J. |
| 23/Jan/09 | 2772326 | 1 | Prints | 1.00 | | Price L. |
| 23/Jan/09 | 2772475 | 1 | Prints | 26.00 | | Price L. |
| 23/Jan/09 | 2772514 | 1 | Prints | 1.00 | | Printing House |
| 23/Jan/09 | 2772521 | 1 | Prints | 95.00 | | Printing House |
| 23/Jan/09 | 2772523 | 1 | Prints | 8.00 | | Printing House |

N0888 **075264**
Nadeau Poultry Farms Ltd.
Chicken Farmers of New Brunswick
Prebill No.: 378997
Session ID: 247932

LAST BILL DATE: 08/Dec/08
LAST BILLED TO DATE: 08/Dec/08

FILE LAWYER: Price, Leah
ASSIGNED LAWYER: Price, Leah

*CLIENT ADDRESS*
Nadeau Poultry Farms Ltd.
c/o Folkes Legal Professional Corporation
14 Nelson St., Ste. 1
Brampton, ON L6X 1B7
CANADA

*BILLING ADDRESS*
c/o Folkes Legal Professional Corporation
14 Nelson St., Ste. 1
Brampton, ON
L6X 1B7

| DATE | DISB ID | CODE | | QUAN | AMOUNT | DESCRIPTION |
|---|---|---|---|---|---|---|
| 23/Jan/09 | 2772524 | 1 | Prints | 45.00 | | Printing House |
| 23/Jan/09 | 2772526 | 1 | Prints | 17.00 | | Printing House |
| 23/Jan/09 | 2772527 | 1 | Prints | 11.00 | | Printing House |
| 23/Jan/09 | 2772529 | 1 | Prints | 9.00 | | Printing House |
| 23/Jan/09 | 2772530 | 1 | Prints | 24.00 | | Price L. |
| 23/Jan/09 | 2772531 | 1 | Prints | 117.00 | | Printing House |
| 23/Jan/09 | 2772532 | 1 | Prints | 9.00 | | Printing House |
| 23/Jan/09 | 2772533 | 1 | Prints | 9.00 | | Printing House |
| 23/Jan/09 | 2772535 | 1 | Prints | 99.00 | | Printing House |
| 23/Jan/09 | 2772545 | 1 | Prints | 1.00 | | Printing House |
| 23/Jan/09 | 2772547 | 1 | Prints | 16.00 | | Printing House |
| 23/Jan/09 | 2772550 | 1 | Prints | 8.00 | | Printing House |
| 23/Jan/09 | 2772552 | 1 | Prints | 277.00 | | Printing House |
| 23/Jan/09 | 2772554 | 1 | Prints | 14.00 | | Printing House |
| 23/Jan/09 | 2772555 | 1 | Prints | 191.00 | | Printing House |
| 23/Jan/09 | 2772569 | 1 | Prints | 1.00 | | Printing House |
| 23/Jan/09 | 2772922 | 1 | Prints | 7.00 | | Price L. |
| 23/Jan/09 | 2772966 | 1 | Prints | 1.00 | | Price L. |
| 23/Jan/09 | 2772983 | 1 | Prints | 48.00 | | Freeman J. |
| 23/Jan/09 | 2773069 | 1 | Prints | 33.00 | | Petrie J. |
| 23/Jan/09 | 2773134 | 1 | Prints | 12.00 | | Price L. |
| 26/Jan/09 | 2773432 | 1 | Prints | 30.00 | | Petrie J. |
| 26/Jan/09 | 2773444 | 1 | Prints | 16.00 | | Freeman J. |
| 26/Jan/09 | 2773665 | 1 | Prints | 7.00 | | Price L. |
| 26/Jan/09 | 2773670 | 1 | Prints | 25.00 | | Price L. |
| 26/Jan/09 | 2773678 | 1 | Prints | 2.00 | | Price L. |
| 26/Jan/09 | 2773862 | 1 | Prints | 8.00 | | Freeman J. |
| 26/Jan/09 | 2773956 | 1 | Prints | 6.00 | | Price L. |
| 26/Jan/09 | 2773957 | 1 | Prints | 5.00 | | Price L. |
| 26/Jan/09 | 2774092 | 1 | Prints | 13.00 | | Freeman J. |
| 26/Jan/09 | 2774098 | 1 | Prints | 13.00 | | Freeman J. |
| 26/Jan/09 | 2774132 | 1 | Prints | 12.00 | | Freeman J. |
| 26/Jan/09 | 2774137 | 1 | Prints | 12.00 | | Freeman J. |
| 26/Jan/09 | 2774165 | 1 | Prints | 1.00 | | Price L. |
| 26/Jan/09 | 2774209 | 1 | Prints | 1.00 | | Price L. |
| 26/Jan/09 | 2774372 | 1 | Prints | 6.00 | | Freeman J. |
| 26/Jan/09 | 2774376 | 1 | Prints | 18.00 | | Freeman J. |
| 26/Jan/09 | 2774379 | 1 | Prints | 74.00 | | Freeman J. |
| 26/Jan/09 | 2774382 | 1 | Prints | 31.00 | | Freeman J. |
| 26/Jan/09 | 2774387 | 1 | Prints | 78.00 | | Freeman J. |
| 26/Jan/09 | 2774415 | 1 | Prints | 54.00 | | Freeman J. |
| 26/Jan/09 | 2774516 | 1 | Prints | 13.00 | | Freeman J. |
| 26/Jan/09 | 2774645 | 1 | Prints | 13.00 | | Freeman J. |

TOTAL DISB

N0888 **075264**
Nadeau Poultry Farms Ltd.
Chicken Farmers of New Brunswick
Prebill No.: 381136
Session ID: 249248

LAST BILL DATE: 27/Jan/09
LAST BILLED TO DATE: 27/Jan/09

FILE LAWYER: Price, Leah
ASSIGNED LAWYER: Price, Leah

*CLIENT ADDRESS*
Nadeau Poultry Farms Ltd.
c/o Folkes Legal Professional Corporation
14 Nelson St., Ste. 1
Brampton, ON L6X 1B7
CANADA

*BILLING ADDRESS*
c/o Folkes Legal Professional Corporation
14 Nelson St., Ste. 1
Brampton, ON
L6X 1B7

| | | | | |
|---|---|---|---|---|
| 12/Feb/09 | 2798945 | 15B | Out-of Town Travel | PAYEE: Price, Leah; REQUEST#: 170467; DATE: 2/12/09. |
| 12/Feb/09 | 2798947 | 15B | Out-of Town Travel | PAYEE: Price, Leah; REQUEST#: 170467; DATE: 2/12/09. |
| 13/Feb/09 | 2798988 | 15B | Out-of Town Travel | PAYEE: Freeman, Joshua R; REQUEST#: 170497; DATE: 2/13/09. |

N0888 **075264**
Nadeau Poultry Farms Ltd.
Chicken Farmers of New Brunswick
Prebill No.: 390900
Session ID: 255426

LAST BILL DATE: 18/Feb/09
LAST BILLED TO DATE: 18/Feb/09

FILE LAWYER: Price, Leah
ASSIGNED LAWYER: Price, Leah

*CLIENT ADDRESS*
Nadeau Poultry Farms Ltd.
c/o Folkes Legal Professional Corporation
14 Nelson St., Ste. 1
Brampton, ON L6X 1B7
CANADA

*BILLING ADDRESS*
c/o Folkes Legal Professional Corporation
14 Nelson St., Ste. 1
Brampton, ON
L6X 1B7

25/Mar/09 2853566 15B Out-of Town Travel

PAYEE: Price, Leah; REQUEST#: 171932; DATE: 3/25/09.

N0888 **075264**
Nadeau Poultry Farms Ltd.
Chicken Farmers of New Brunswick
Prebill No.: 395504
Session ID: 258243

LAST BILL DATE: 27/Apr/09
LAST BILLED TO DATE: 27/Apr/09

FILE LAWYER: Price, Leah
ASSIGNED LAWYER: Price, Leah

*CLIENT ADDRESS*
Nadeau Poultry Farms Ltd.
c/o Folkes Legal Professional Corporation
14 Nelson St., Ste. 1
Brampton, ON L6X 1B7
CANADA

*BILLING ADDRESS*
c/o Folkes Legal Professional Corporation
14 Nelson St., Ste. 1
Brampton, ON
L6X 1B7

| DATE | DISB ID | CODE | | QUAN | AMOUNT | DESCRIPTION |
|---|---|---|---|---|---|---|
| 27/Apr/09 | 2917126 | 2 | Telephone | | | Freeman J. 16132322200 |
| 30/Apr/09 | 2917618 | 8 | Postage/Registered Mail | | | RON FOLKES BRAMPTON |
| 30/Apr/09 | 2917620 | 8 | Postage/Registered Mail | | | A PLOURDE BRAMPTON |
| 01/May/09 | 2924091 | 55 | Filing Fee | | | Cancellation of: PAYEE: **Minister of Finance; REQUEST#: 166520; DATE: 11/12/2008. |
| 04/May/09 | 2928193 | 1 | Prints | 5.00 | | Price L. |
| 04/May/09 | 2928246 | 2 | Telephone | | | Price L. 16139540857 |
| 06/May/09 | 2932182 | 1 | Prints | 2.00 | | Freeman J. |
| 06/May/09 | 2932417 | 1 | Prints | 2.00 | | Freeman J. |
| 06/May/09 | 2932461 | 1 | Prints | 2.00 | | Freeman J. |
| 07/May/09 | 2933460 | 1 | Prints | 1.00 | | Freeman J. |
| 07/May/09 | 2933509 | 1 | Prints | 1.00 | | Freeman J. |
| 07/May/09 | 2934193 | 2 | Telephone | | | Freeman J. 19058856337 |
| 08/May/09 | 2935684 | 1 | Prints | 5.00 | | Freeman J. |
| 08/May/09 | 2935788 | 1 | Prints | 2.00 | | Freeman J. |
| 08/May/09 | 2936530 | 1 | Prints | 1.00 | | Price L. |
| 08/May/09 | 2936549 | 1 | Prints | 1.00 | | Price L. |
| 08/May/09 | 2936552 | 1 | Prints | 1.00 | | Price L. |
| 08/May/09 | 2936557 | 1 | Prints | 10.00 | | Price L. |
| 08/May/09 | 2936742 | 1 | Prints | 1.00 | | Price L. |
| 08/May/09 | 2936747 | 1 | Prints | 1.00 | | Price L. |
| 08/May/09 | 2936815 | 2 | Telephone | | | Price L. 15197802011 |
| 08/May/09 | 2941428 | 3 | Faxes | 25.00 | | Incoming fax |
| 11/May/09 | 2937746 | 1 | Prints | 33.00 | | Petrie J. |
| 11/May/09 | 2937862 | 1 | Prints | 25.00 | | Petrie J. |
| 11/May/09 | 2937937 | 1 | Prints | 2.00 | | Price L. |
| 11/May/09 | 2938714 | 2 | Telephone | | | 16139540857 |
| 11/May/09 | 2938715 | 2 | Telephone | | | 16139540857 |
| 12/May/09 | 2940087 | 1 | Prints | 54.00 | | Price L. |
| 12/May/09 | 2940235 | 1 | Prints | 10.00 | | Freeman J. |
| 12/May/09 | 2940377 | 1 | Prints | 19.00 | | Freeman J. |
| 12/May/09 | 2940380 | 1 | Prints | 22.00 | | Freeman J. |
| 12/May/09 | 2940396 | 1 | Prints | 13.00 | | Price L. |
| 12/May/09 | 2940411 | 1 | Prints | 80.00 | | Price L. |
| 13/May/09 | 2942030 | 1 | Prints | 31.00 | | Petrie J. |
| 13/May/09 | 2942508 | 1 | Prints | 2.00 | | Price L. |
| 13/May/09 | 2942752 | 1 | Prints | 103.00 | | McIntyre C. |
| 13/May/09 | 2942765 | 1 | Prints | 9.00 | | McIntyre C. |
| 13/May/09 | 2942767 | 1 | Prints | 48.00 | | McIntyre C. |
| 13/May/09 | 2942776 | 1 | Prints | 36.00 | | McIntyre C. |
| 13/May/09 | 2942790 | 1 | Prints | 18.00 | | McIntyre C. |
| 13/May/09 | 2942793 | 1 | Prints | 17.00 | | McIntyre C. |

N0888 **075264**
Nadeau Poultry Farms Ltd.
Chicken Farmers of New Brunswick
Prebill No.: 395504
Session ID: 258243

LAST BILL DATE: 27/Apr/09
LAST BILLED TO DATE: 27/Apr/09

FILE LAWYER: Price, Leah
ASSIGNED LAWYER: Price, Leah

*CLIENT ADDRESS*
Nadeau Poultry Farms Ltd.
c/o Folkes Legal Professional Corporation
14 Nelson St., Ste. 1
Brampton, ON L6X 1B7
CANADA

*BILLING ADDRESS*
c/o Folkes Legal Professional Corporation
14 Nelson St., Ste. 1
Brampton, ON
L6X 1B7

| DATE | DISB ID | CODE | | QUAN | AMOUNT | DESCRIPTION |
|---|---|---|---|---|---|---|
| 13/May/09 | 2942812 | 1 | Prints | 27.00 | | McIntyre C. |
| 13/May/09 | 2942866 | 1 | Prints | 8.00 | | McIntyre C. |
| 13/May/09 | 2942924 | 1 | Prints | 1.00 | | Anderson M. |
| 13/May/09 | 2943149 | 1 | Prints | 10.00 | | Price L. |
| 13/May/09 | 2943152 | 1 | Prints | 2.00 | | Price L. |
| 13/May/09 | 2943165 | 1 | Prints | 11.00 | | Price L. |
| 13/May/09 | 2943166 | 1 | Prints | 2.00 | | Price L. |
| 13/May/09 | 2943171 | 1 | Prints | 11.00 | | Price L. |
| 13/May/09 | 2943268 | 1 | Prints | 2.00 | | Price L. |
| 13/May/09 | 2943272 | 1 | Prints | 40.00 | | Anderson M. |
| 13/May/09 | 2943274 | 1 | Prints | 2.00 | | Anderson M. |
| 13/May/09 | 2943288 | 1 | Prints | 8.00 | | Freeman J. |
| 13/May/09 | 2943391 | 1 | Prints | 1.00 | | Anderson M. |
| 13/May/09 | 2943603 | 1 | Prints | 31.00 | | Price L. |
| 13/May/09 | 2943647 | 1 | Prints | 6.00 | | Price L. |
| 13/May/09 | 2943698 | 2 | Telephone | | | Anderson M. 15068531970 |
| 13/May/09 | 2943701 | 2 | Telephone | | | Anderson M. 15068531970 |
| 13/May/09 | 2943716 | 2 | Telephone | | | Price L. 15063832224 |
| 13/May/09 | 2947822 | LX | LexisNexis on-line searches | | | |
| 14/May/09 | 2943749 | 1 | Prints | 17.00 | | Price L. |
| 14/May/09 | 2943770 | 1 | Prints | 14.00 | | Price L. |
| 14/May/09 | 2943773 | 1 | Prints | 15.00 | | Price L. |
| 14/May/09 | 2944402 | 1 | Prints | 16.00 | | Price L. |
| 14/May/09 | 2945063 | 1 | Prints | 23.00 | | Anderson M. |
| 14/May/09 | 2945484 | 1 | Prints | 4.00 | | Price L. |
| 14/May/09 | 2945494 | 1 | Prints | 6.00 | | Price L. |
| 14/May/09 | 2945503 | 1 | Prints | 3.00 | | Price L. |
| 14/May/09 | 2945516 | 1 | Prints | 8.00 | | Price L. |
| 14/May/09 | 2945521 | 1 | Prints | 26.00 | | Price L. |
| 14/May/09 | 2945531 | 1 | Prints | 3.00 | | Price L. |
| 14/May/09 | 2945879 | 1 | Prints | 1.00 | | Price L. |
| 14/May/09 | 2945882 | 1 | Prints | 1.00 | | Price L. |
| 14/May/09 | 2945883 | 1 | Prints | 5.00 | | Price L. |
| 14/May/09 | 2947838 | WL | Westlaw On-line Computer Searches | | | |
| 19/May/09 | 2946175 | C5 | Copy - Examiner's Transcripts | | | PAYEE: International Reporting Inc.; REQUEST#: 174133; DATE: 5/19/09. |
| 19/May/09 | 2947912 | 8 | Postage/Registered Mail | | | int reporting ottawa |
| 19/May/09 | 2948332 | 1 | Prints | 59.00 | | Price L. |
| 19/May/09 | 2949019 | 1 | Prints | 1.00 | | Price L. |
| 20/May/09 | 2949789 | 1 | Prints | 4.00 | | Price L. |
| 20/May/09 | 2949947 | 1 | Prints | 7.00 | | Anderson M. |
| 20/May/09 | 2949948 | 1 | Prints | 7.00 | | Anderson M. |
| 20/May/09 | 2949959 | 1 | Prints | 7.00 | | Anderson M. |
| 20/May/09 | 2949961 | 1 | Prints | 7.00 | | Anderson M. |
| 20/May/09 | 2950520 | 1 | Prints | 1.00 | | Price L. |
| 20/May/09 | 2951188 | 1 | Prints | 33.00 | | Price L. |
| 20/May/09 | 2951198 | 1 | Prints | 51.00 | | Price L. |
| 20/May/09 | 2951686 | 1 | Prints | 4.00 | | Price L. |
| 20/May/09 | 2951719 | 1 | Prints | 8.00 | | Freeman J. |
| 20/May/09 | 2952584 | 7 | Courier & Delivery | | | 11:20 LP Courier: Blizzard# 5647221 FOLKES LEGAL PRO 14 NELSON ST T Arturaola |

N0888 **075264**
Nadeau Poultry Farms Ltd.
Chicken Farmers of New Brunswick
Prebill No.: 395504
Session ID: 258243

LAST BILL DATE: 27/Apr/09
LAST BILLED TO DATE: 27/Apr/09

FILE LAWYER: Price, Leah
ASSIGNED LAWYER: Price, Leah

*CLIENT ADDRESS*
Nadeau Poultry Farms Ltd.
c/o Folkes Legal Professional Corporation
14 Nelson St., Ste. 1
Brampton, ON L6X 1B7
CANADA

*BILLING ADDRESS*
c/o Folkes Legal Professional Corporation
14 Nelson St., Ste. 1
Brampton, ON
L6X 1B7

| DATE | DISB ID | CODE | | QUAN | AMOUNT | DESCRIPTION |
|---|---|---|---|---|---|---|
| 21/May/09 | 2953136 | 1 | Prints | 71.00 | | Price L. |
| 21/May/09 | 2953257 | 1 | Prints | 7.00 | | Price L. |
| 21/May/09 | 2953299 | 1 | Prints | 24.00 | | Price L. |
| 21/May/09 | 2953322 | 1 | Prints | 66.00 | | Price L. |
| 21/May/09 | 2953335 | 1 | Prints | 6.00 | | Freeman J. |
| 21/May/09 | 2953336 | 1 | Prints | 6.00 | | Freeman J. |
| 21/May/09 | 2954148 | 1 | Prints | 2.00 | | Price L. |
| 21/May/09 | 2954405 | 2 | Telephone | | | Price L. 15063832224 |
| 22/May/09 | 2955940 | 1 | Prints | 7.00 | | Freeman J. |
| 22/May/09 | 2955941 | 1 | Prints | 46.00 | | Freeman J. |
| 22/May/09 | 2956395 | 2 | Telephone | | | Freeman J. 19058856337 |
| 25/May/09 | 2957371 | 1 | Prints | 2.00 | | Price L. |
| 25/May/09 | 2957670 | 1 | Prints | 2.00 | | Price L. |
| 25/May/09 | 2958372 | 1 | Prints | 10.00 | | Price L. |
| | | | TOTAL DISB | | | |

N0888 **075264**
Nadeau Poultry Farms Ltd.
Chicken Farmers of New Brunswick
Prebill No.: 408884
Session ID: 266282

LAST BILL DATE: 04/Aug/09
LAST BILLED TO DATE: 29/Jul/09

FILE LAWYER: Price, Leah
ASSIGNED LAWYER: Price, Leah

*CLIENT ADDRESS*
Nadeau Poultry Farms Ltd.
c/o Folkes Legal Professional Corporation
14 Nelson St., Ste. 1
Brampton, ON L6X 1B7
CANADA

*BILLING ADDRESS*
c/o Folkes Legal Professional Corporation
14 Nelson St., Ste. 1
Brampton, ON
L6X 1B7

20/Aug/09 3093503 17 Conduct Money PAYEE: Noel, Patrick; REQUEST#: 178485; DATE: 8/20/09. - JRF

M1628 **075264**
Maple Lodge Farms Ltd.
Chicken Farmers of New Brunswick
Prebill No.: 417839
Session ID: 271653

LAST BILL DATE: 25/Sep/09
LAST BILLED TO DATE: 25/Sep/09

FILE LAWYER: Price, Leah
ASSIGNED LAWYER: Price, Leah

*CLIENT ADDRESS*
Maple Lodge Farms Ltd.
8301 Winston Churchill Blvd.
Brampton, ON L6Y 0A2
CANADA

*BILLING ADDRESS*
8301 Winston Churchill Blvd.
Brampton, ON
L6Y 0A2

Plourde, Alana

| DATE | DISB ID | CODE | | QUAN | AMOUNT | DESCRIPTION |
|---|---|---|---|---|---|---|
| 20/Aug/09 | 3094469 | 1 | Prints | 1.00 | | Graves M. |
| 21/Aug/09 | 3096780 | 1 | Prints | 6.00 | | Graves M. |
| 26/Aug/09 | 3103884 | 2 | Telephone | | | Graves M. 14186813060 |
| 28/Aug/09 | 3107145 | 1 | Prints | 4.00 | | Graves M. |
| 28/Aug/09 | 3107203 | 1 | Prints | 2.00 | | Graves M. |
| 28/Aug/09 | 3108018 | 1 | Prints | 2.00 | | Graves M. |

M1628 **075264**
Maple Lodge Farms Ltd.
Chicken Farmers of New Brunswick
Prebill No.: 417839
Session ID: 271653

LAST BILL DATE: 25/Sep/09
LAST BILLED TO DATE: 25/Sep/09

FILE LAWYER: Price, Leah
ASSIGNED LAWYER: Price, Leah

*CLIENT ADDRESS*
Maple Lodge Farms Ltd.
8301 Winston Churchill Blvd.
Brampton, ON L6Y 0A2
CANADA

*BILLING ADDRESS*
8301 Winston Churchill Blvd.
Brampton, ON
L6Y 0A2

Plourde, Alana

| DATE | DISB ID | CODE | | QUAN | AMOUNT | DESCRIPTION |
|---|---|---|---|---|---|---|
| 28/Aug/09 | 3108340 | 1 | Prints | 2.00 | | Graves M. |
| 28/Aug/09 | 3108854 | 1 | Prints | 4.00 | | Graves M. |
| 28/Aug/09 | 3109241 | 2 | Telephone | | | Graves M. 16139924238 |
| 28/Aug/09 | 3110538 | 2 | Telephone | | | Graves M. 16139924238 |
| 28/Aug/09 | 3111805 | 1 | Prints | 2.00 | | Graves M. |
| 31/Aug/09 | 3109535 | 1 | Prints | 7.00 | | Graves M. |
| 31/Aug/09 | 3112430 | 1 | Prints | 7.00 | | Graves M. |
| 31/Aug/09 | 3115106 | QL | Quicklaw On-line Computer Searches | | | |
| 02/Sep/09 | 3115109 | QL | Quicklaw On-line Computer Searches | | | |
| 04/Sep/09 | 3149985 | WL | Westlaw On-line Computer Searches | | | |
| 08/Sep/09 | 3157955 | 15A | Local travel - mileage/cabs | | | Petty Cash #SEP30/09-DISB - MLG - |
| 11/Sep/09 | 3129219 | 15A | Local travel - mileage/cabs | | | PAYEE: Graves, Myriah L; REQUEST#: 179445; DATE: 9/11/09. |
| 14/Sep/09 | 3129282 | 15A | Local travel - mileage/cabs | | | PAYEE: Graves, Myriah; REQUEST#: 179465; DATE: 9/14/09. - Parking |
| 14/Sep/09 | 3132984 | 1 | Prints | 2.00 | | Graves M. |
| 14/Sep/09 | 3132987 | 1 | Prints | 15.00 | | Graves M. |
| 14/Sep/09 | 3132988 | 1 | Prints | 16.00 | | Graves M. |
| 14/Sep/09 | 3135950 | 4 | Binding Supplies | | | |
| 15/Sep/09 | 3149955 | QL | Quicklaw On-line Computer Searches | | | |
| 16/Sep/09 | 3136381 | 1 | Prints | 1.00 | | Graves M. |
| 16/Sep/09 | 3149982 | WL | Westlaw On-line Computer Searches | | | |
| 18/Sep/09 | 3141975 | 1 | Prints | 1.00 | | Graves M. |
| 18/Sep/09 | 3142519 | 1 | Prints | 15.00 | | Hickey S. |
| 18/Sep/09 | 3142520 | 1 | Prints | 7.00 | | Hickey S. |
| 18/Sep/09 | 3142526 | 1 | Prints | 15.00 | | Hickey S. |
| 18/Sep/09 | 3142528 | 1 | Prints | 5.00 | | Hickey S. |
| 18/Sep/09 | 3142531 | 1 | Prints | 8.00 | | Hickey S. |
| 18/Sep/09 | 3142532 | 1 | Prints | 10.00 | | Hickey S. |
| 18/Sep/09 | 3143430 | 2 | Telephone | | | Graves M. 14186817007 |
| 18/Sep/09 | 3149956 | QL | Quicklaw On-line Computer Searches | | | |
| 21/Sep/09 | 3149967 | QL | Quicklaw On-line Computer Searches | | | |
| 21/Sep/09 | 3158128 | 7 | Courier & Delivery | | | Federal Express Canada Ltd. Inv# 5-656-39305 |
| 21/Sep/09 | 3158129 | 7 | Courier & Delivery | | | Federal Express Canada Ltd. Inv# 5-656-39305 |
| 21/Sep/09 | 3158131 | 7 | Courier & Delivery | | | Federal Express Canada Ltd. Inv# 5-656-39305 |
| 21/Sep/09 | 3158133 | 7 | Courier & Delivery | | | Federal Express Canada Ltd. Inv# 5-656-39305 |
| 22/Sep/09 | 3150311 | 7 | Courier & Delivery | | | 16:15 LIB Courier: Blizzard# 5696340 Fogler Rubinoff 95 Wellington St W hamid |
| 23/Sep/09 | 3150322 | 7 | Courier & Delivery | | | 09:41 LIB Courier: Blizzard# 5696480 Fogler Rubinoff 95 Wellington St W hamid |
| 24/Sep/09 | 3151065 | 1 | Prints | 2.00 | | Price L. |
| 25/Sep/09 | 3149987 | WL | Westlaw On-line Computer Searches | | | |
| 25/Sep/09 | 3152817 | 1 | Prints | 10.00 | | Price L. |
| 29/Sep/09 | 3150729 | 8 | Postage/Registered Mail | | | maple lodge farms |
| 29/Sep/09 | 3155901 | 1 | Prints | 19.00 | | Price L. |

M1628 **075264**
Maple Lodge Farms Ltd.
Chicken Farmers of New Brunswick
Prebill No.: 417839
Session ID: 271653

LAST BILL DATE: 25/Sep/09
LAST BILLED TO DATE: 25/Sep/09

FILE LAWYER: Price, Leah
ASSIGNED LAWYER: Price, Leah

*CLIENT ADDRESS*
Maple Lodge Farms Ltd.
8301 Winston Churchill Blvd.
Brampton, ON L6Y 0A2
CANADA

*BILLING ADDRESS*
8301 Winston Churchill Blvd.
Brampton, ON
L6Y 0A2

Plourde, Alana

| DATE | DISB ID | CODE | | QUAN | AMOUNT | DESCRIPTION |
|---|---|---|---|---|---|---|
| 29/Sep/09 | 3155938 | 1 | Prints | 2.00 | | Price L. |
| 29/Sep/09 | 3155943 | 1 | Prints | 1.00 | | Price L. |
| 29/Sep/09 | 3156033 | 1 | Prints | 6.00 | | Price L. |
| 29/Sep/09 | 3156039 | 1 | Prints | 3.00 | | Price L. |
| 29/Sep/09 | 3156041 | 1 | Prints | 7.00 | | Price L. |
| 29/Sep/09 | 3156047 | 1 | Prints | 36.00 | | Price L. |
| 29/Sep/09 | 3156057 | 1 | Prints | 9.00 | | Price L. |
| 29/Sep/09 | 3156058 | 1 | Prints | 3.00 | | Price L. |
| 29/Sep/09 | 3156060 | 1 | Prints | 2.00 | | Price L. |
| 29/Sep/09 | 3156063 | 1 | Prints | 6.00 | | Price L. |
| 29/Sep/09 | 3156076 | 1 | Prints | 4.00 | | Price L. |
| 29/Sep/09 | 3156475 | 1 | Prints | 3.00 | | Price L. |
| 29/Sep/09 | 3156478 | 1 | Prints | 1.00 | | Price L. |
| 29/Sep/09 | 3156790 | 1 | Prints | 32.00 | | Anderson M. |
| 29/Sep/09 | 3156887 | 1 | Prints | 1.00 | | Anderson M. |
| 29/Sep/09 | 3156899 | 1 | Prints | 1.00 | | Anderson M. |
| 29/Sep/09 | 3156903 | 1 | Prints | 3.00 | | Anderson M. |
| 29/Sep/09 | 3156925 | 1 | Prints | 22.00 | | Anderson M. |
| 29/Sep/09 | 3156934 | 1 | Prints | 59.00 | | Anderson M. |
| 29/Sep/09 | 3156953 | 1 | Prints | 13.00 | | Anderson M. |
| 29/Sep/09 | 3157214 | 1 | Prints | 36.00 | | Price L. |
| 29/Sep/09 | 3158782 | 7 | Courier & Delivery | | | 13:46 LIB Courier: Blizzard# 5699232 BLAKE CASSELS 199 Bay St paul |
| 29/Sep/09 | 3172964 | WL | Westlaw On-line Computer Searches | | | |
| 30/Sep/09 | 3160641 | 1 | Prints | 2.00 | | Price L. |
| 30/Sep/09 | 3160753 | 1 | Prints | 3.00 | | Price L. |
| 30/Sep/09 | 3160985 | 1 | Prints | 4.00 | | Price L. |
| 30/Sep/09 | 3160992 | 1 | Prints | 6.00 | | Price L. |
| 01/Oct/09 | 3161143 | 1 | Prints | 3.00 | | Price L. |
| 01/Oct/09 | 3161153 | 1 | Prints | 1.00 | | Price L. |
| 01/Oct/09 | 3161580 | 1 | Prints | 2.00 | | Price L. |
| 01/Oct/09 | 3161665 | 1 | Prints | 3.00 | | Price L. |
| 01/Oct/09 | 3162433 | 1 | Prints | 11.00 | | Price L. |
| 02/Oct/09 | 3164784 | 1 | Prints | 51.00 | | Price L. |
| 02/Oct/09 | 3165693 | 1 | Prints | 3.00 | | Price L. |
| 05/Oct/09 | 3167185 | 1 | Prints | 3.00 | | Freeman J. |
| 05/Oct/09 | 3167222 | 1 | Prints | 3.00 | | Freeman J. |
| 05/Oct/09 | 3168412 | 1 | Prints | 11.00 | | Price L. |
| 05/Oct/09 | 3168457 | 1 | Prints | 1.00 | | Price L. |
| 05/Oct/09 | 3168615 | 1 | Prints | 9.00 | | Hickey S. |
| 05/Oct/09 | 3168722 | 1 | Prints | 4.00 | | Price L. |
| 05/Oct/09 | 3168723 | 1 | Prints | 4.00 | | Price L. |
| 05/Oct/09 | 3168724 | 1 | Prints | 1.00 | | Price L. |
| 05/Oct/09 | 3168744 | 1 | Prints | 5.00 | | Hickey S. |
| 05/Oct/09 | 3168745 | 1 | Prints | 24.00 | | Hickey S. |
| 05/Oct/09 | 3168746 | 1 | Prints | 16.00 | | Hickey S. |
| 06/Oct/09 | 3163835 | 3 | Faxes | 3.00 | | Incoming fax |
| 06/Oct/09 | 3169863 | 1 | Prints | 12.00 | | Hickey S. |
| 06/Oct/09 | 3170019 | 1 | Prints | 1.00 | | Hickey S. |
| 07/Oct/09 | 3170842 | 1 | Prints | 62.00 | | Price L. |
| 07/Oct/09 | 3170890 | 1 | Prints | 1.00 | | Price L. |

M1628 **075264**
Maple Lodge Farms Ltd.
Chicken Farmers of New Brunswick
Prebill No.: 417839
Session ID: 271653

LAST BILL DATE: 25/Sep/09
LAST BILLED TO DATE: 25/Sep/09

FILE LAWYER: Price, Leah
ASSIGNED LAWYER: Price, Leah

*CLIENT ADDRESS*
Maple Lodge Farms Ltd.
8301 Winston Churchill Blvd.
Brampton, ON L6Y 0A2
CANADA

*BILLING ADDRESS*
8301 Winston Churchill Blvd.
Brampton, ON
L6Y 0A2

Plourde, Alana

| DATE | DISB ID | CODE | | QUAN | AMOUNT | DESCRIPTION |
|---|---|---|---|---|---|---|
| 07/Oct/09 | 3171434 | 1 | Prints | 1.00 | | Hickey S. |
| 07/Oct/09 | 3171539 | 1 | Prints | 2.00 | | Hickey S. |
| 07/Oct/09 | 3171673 | 1 | Prints | 2.00 | | Hickey S. |
| 07/Oct/09 | 3171701 | 1 | Prints | 18.00 | | Price L. |
| 07/Oct/09 | 3171711 | 1 | Prints | 21.00 | | Hickey S. |
| 07/Oct/09 | 3171861 | 1 | Prints | 1.00 | | Freeman J. |
| 07/Oct/09 | 3171862 | 1 | Prints | 1.00 | | Freeman J. |
| 07/Oct/09 | 3171864 | 1 | Prints | 1.00 | | Freeman J. |
| 07/Oct/09 | 3171893 | 1 | Prints | 2.00 | | Freeman J. |
| 07/Oct/09 | 3171899 | 1 | Prints | 2.00 | | Freeman J. |
| 07/Oct/09 | 3171922 | 1 | Prints | 2.00 | | Freeman J. |
| 07/Oct/09 | 3171967 | 1 | Prints | 2.00 | | Freeman J. |
| 07/Oct/09 | 3172018 | 1 | Prints | 6.00 | | Price L. |
| 07/Oct/09 | 3172044 | 1 | Prints | 5.00 | | Price L. |
| 07/Oct/09 | 3172048 | 1 | Prints | 3.00 | | Price L. |
| 07/Oct/09 | 3172097 | 1 | Prints | 14.00 | | Hickey S. |
| 07/Oct/09 | 3172499 | 1 | Prints | 1.00 | | Price L. |
| 07/Oct/09 | 3172500 | 1 | Prints | 1.00 | | Price L. |
| 07/Oct/09 | 3172954 | QL | Quicklaw On-line Computer Searches | | | |
| 07/Oct/09 | 3172971 | WL | Westlaw On-line Computer Searches | | | |
| 08/Oct/09 | 3173375 | 15A | Local travel - mileage/cabs | | | Petty Cash #OCT15/09-DISB - LP - |
| 09/Oct/09 | 3176881 | 1 | Prints | 32.00 | | Freeman J. |
| 09/Oct/09 | 3177447 | 2 | Telephone | | | Freeman J. 16139540857 |
| 09/Oct/09 | 3177450 | 2 | Telephone | | | Freeman J. 16139540857 |
| 13/Oct/09 | 3177879 | 1 | Prints | 138.00 | | Freeman J. |
| 13/Oct/09 | 3181528 | 4 | Binding Supplies | | | |
| 13/Oct/09 | 3181531 | 4 | Binding Supplies | | | |
| 15/Oct/09 | 3182092 | 1 | Prints | 1.00 | | Printing House |
| 15/Oct/09 | 3182343 | 1 | Prints | 14.00 | | Freeman J. |
| 16/Oct/09 | 3183438 | 1 | Prints | 5.00 | | Kanoza P. |
| 16/Oct/09 | 3184906 | 1 | Prints | 2.00 | | Freeman J. |
| ~~19/Oct/09~~ | ~~3186482~~ | ~~1~~ | ~~Prints~~ | ~~8.00~~ | | ~~Graves M.~~ |
| 19/Oct/09 | 3186822 | 1 | Prints | 23.00 | | Graves M. |
| 19/Oct/09 | 3186913 | 1 | Prints | 9.00 | | Graves M. |
| 19/Oct/09 | 3187627 | 1 | Prints | 2.00 | | Aliasi-Sinai O. |
| 19/Oct/09 | 3187685 | 2 | Telephone | | | Petrie J. 16137247653 |
| 20/Oct/09 | 3188481 | 1 | Prints | 2.00 | | Freeman J. |
| 20/Oct/09 | 3188482 | 1 | Prints | 2.00 | | Freeman J. |
| 20/Oct/09 | 3188650 | 1 | Prints | 23.00 | | Freeman J. |
| 21/Oct/09 | 3189468 | 1 | Prints | 4.00 | | Freeman J. |
| 21/Oct/09 | 3189472 | 1 | Prints | 3.00 | | Freeman J. |
| 21/Oct/09 | 3189476 | 1 | Prints | 3.00 | | Freeman J. |
| 21/Oct/09 | 3189508 | 1 | Prints | 3.00 | | Freeman J. |
| 21/Oct/09 | 3189511 | 1 | Prints | 3.00 | | Freeman J. |
| 21/Oct/09 | 3189517 | 1 | Prints | 4.00 | | Freeman J. |
| 21/Oct/09 | 3190604 | 1 | Prints | 10.00 | | Graves M. |
| 21/Oct/09 | 3191647 | 1 | Prints | 10.00 | | Kanoza P. |
| 21/Oct/09 | 3191674 | 1 | Prints | 7.00 | | Kanoza P. |
| 21/Oct/09 | 3192058 | 1 | Prints | 10.00 | | Graves M. |
| 22/Oct/09 | 3193395 | 1 | Prints | 16.00 | | Freeman J. |

M1628 **075264**
Maple Lodge Farms Ltd.
Chicken Farmers of New Brunswick
Prebill No.: 417839
Session ID: 271653

LAST BILL DATE: 25/Sep/09
LAST BILLED TO DATE: 25/Sep/09

FILE LAWYER: Price, Leah
ASSIGNED LAWYER: Price, Leah

*CLIENT ADDRESS*
Maple Lodge Farms Ltd.
8301 Winston Churchill Blvd.
Brampton, ON L6Y 0A2
CANADA

*BILLING ADDRESS*
8301 Winston Churchill Blvd.
Brampton, ON
L6Y 0A2

Plourde, Alana

| DATE | DISB ID | CODE | | QUAN | AMOUNT | DESCRIPTION |
|---|---|---|---|---|---|---|
| 22/Oct/09 | 3193474 | 1 | Prints | 3.00 | | Freeman J. |
| 22/Oct/09 | 3193476 | 1 | Prints | 2.00 | | Freeman J. |
| 22/Oct/09 | 3193480 | 1 | Prints | 4.00 | | Freeman J. |
| 23/Oct/09 | 3193806 | 1 | Prints | 30.00 | | Petrie J. |
| 23/Oct/09 | 3193814 | 1 | Prints | 7.00 | | Petrie J. |

TOTAL DISB

M1628 **075264**
Maple Lodge Farms Ltd.
Chicken Farmers of New Brunswick
Prebill No.: 421086
Session ID: 274008

LAST BILL DATE: 29/Oct/09
LAST BILLED TO DATE: 29/Oct/09

FILE LAWYER: Price, Leah
ASSIGNED LAWYER: Price, Leah

*CLIENT ADDRESS*
Maple Lodge Farms Ltd.
8301 Winston Churchill Blvd.
Brampton, ON L6Y 0A2
CANADA

*BILLING ADDRESS*
8301 Winston Churchill Blvd.
Brampton, ON
L6Y 0A2

Plourde, Alana

| DATE | DISB ID | CODE | | QUAN | AMOUNT | DESCRIPTION |
|---|---|---|---|---|---|---|
| 04/Oct/09 | 3166281 | 1 | Prints | 16.00 | | Graves M. |
| 04/Oct/09 | 3166282 | 1 | Prints | 8.00 | | Graves M. |
| 09/Oct/09 | 3176114 | 1 | Prints | 2.00 | | Graves M. |
| 09/Oct/09 | 3177425 | 2 | Telephone | | | Varley J. 15069922192 |
| 13/Oct/09 | 3179123 | 1 | Prints | 23.00 | | Graves M. |
| 13/Oct/09 | 3179145 | 1 | Prints | 2.00 | | Graves M. |
| 13/Oct/09 | 3179146 | 1 | Prints | 1.00 | | Graves M. |
| 13/Oct/09 | 3179147 | 1 | Prints | 1.00 | | Graves M. |
| 13/Oct/09 | 3179156 | 1 | Prints | 1.00 | | Graves M. |
| 13/Oct/09 | 3179159 | 1 | Prints | 1.00 | | Graves M. |
| 13/Oct/09 | 3179189 | 1 | Prints | 1.00 | | Graves M. |
| 13/Oct/09 | 3179192 | 1 | Prints | 1.00 | | Graves M. |
| 19/Oct/09 | 3186769 | 1 | Prints | 5.00 | | Graves M. |
| 22/Oct/09 | 3196880 | 7 | Courier & Delivery | | | 12:13 LIB Courier: Blizzard# 5709061 OSGOOD HALL LAW 4700 Keele St dina |
| 22/Oct/09 | 3213616 | 7 | Courier & Delivery | | | Federal Express Canada Ltd. Inv# 5-670-58280 |
| 26/Oct/09 | 3197462 | 1 | Prints | 166.00 | | Freeman J. |
| 26/Oct/09 | 3197533 | 1 | Prints | 173.00 | | Freeman J. |
| 26/Oct/09 | 3199226 | 1 | Prints | 2.00 | | Kanoza P. |
| 26/Oct/09 | 3199233 | 1 | Prints | 1.00 | | Kanoza P. |
| 26/Oct/09 | 3199235 | 1 | Prints | 1.00 | | Kanoza P. |
| 26/Oct/09 | 3204643 | CD | Scanning with conversion to CD | | | |
| 26/Oct/09 | 3204654 | 4 | Binding Supplies | | | |
| 26/Oct/09 | 3219792 | WL | Westlaw On-line Computer Searches | | | |
| 27/Oct/09 | 3198343 | 1 | Prints | 3.00 | | Freeman J. |
| 27/Oct/09 | 3199774 | 1 | Prints | 7.00 | | Anderson M. |
| 27/Oct/09 | 3200111 | 1 | Prints | 2.00 | | Freeman J. |
| 27/Oct/09 | 3200251 | 1 | Prints | 1.00 | | Freeman J. |
| 27/Oct/09 | 3200529 | 1 | Prints | 2.00 | | Anderson M. |
| 27/Oct/09 | 3200556 | 1 | Prints | 2.00 | | Anderson M. |
| 27/Oct/09 | 3200566 | 1 | Prints | 1.00 | | Anderson M. |
| 27/Oct/09 | 3200596 | 2 | Telephone | | | Freeman J. 16139540857 |
| 27/Oct/09 | 3200617 | 2 | Telephone | | | Freeman J. 16139548504 |
| 27/Oct/09 | 3200823 | 1 | Prints | 1.00 | | Anderson M. |
| 27/Oct/09 | 3204667 | 4 | Binding Supplies | | | |
| 28/Oct/09 | 3201022 | 1 | Prints | 1.00 | | Freeman J. |
| 28/Oct/09 | 3201407 | 1 | Prints | 2.00 | | Printing House |
| 28/Oct/09 | 3201408 | 1 | Prints | 6.00 | | Printing House |
| 28/Oct/09 | 3201412 | 1 | Prints | 31.00 | | Printing House |
| 28/Oct/09 | 3201413 | 1 | Prints | 6.00 | | Printing House |
| 28/Oct/09 | 3201416 | 1 | Prints | 9.00 | | Printing House |
| 28/Oct/09 | 3201417 | 1 | Prints | 3.00 | | Printing House |
| 28/Oct/09 | 3201418 | 1 | Prints | 8.00 | | Printing House |
| 28/Oct/09 | 3201502 | 1 | Prints | 7.00 | | Graves M. |
| 28/Oct/09 | 3201503 | 1 | Prints | 1.00 | | Graves M. |
| 28/Oct/09 | 3201504 | 1 | Prints | 18.00 | | Graves M. |
| 28/Oct/09 | 3202189 | 1 | Prints | 12.00 | | Southward S. |
| 28/Oct/09 | 3202190 | 1 | Prints | 14.00 | | Southward S. |
| 28/Oct/09 | 3202726 | 2 | Telephone | | | Anderson M. 16138427442 |
| 28/Oct/09 | 3202733 | 2 | Telephone | | | Freeman J. 16139540857 |

M1628 **075264**
Maple Lodge Farms Ltd.
Chicken Farmers of New Brunswick
Prebill No.: 421086
Session ID: 274008

LAST BILL DATE: 29/Oct/09
LAST BILLED TO DATE: 29/Oct/09

FILE LAWYER: Price, Leah
ASSIGNED LAWYER: Price, Leah

*CLIENT ADDRESS*
Maple Lodge Farms Ltd.
8301 Winston Churchill Blvd.
Brampton, ON L6Y 0A2
CANADA

*BILLING ADDRESS*
8301 Winston Churchill Blvd.
Brampton, ON
L6Y 0A2

Plourde, Alana

| DATE | DISB ID | CODE | | QUAN | AMOUNT | DESCRIPTION |
|---|---|---|---|---|---|---|
| 28/Oct/09 | 3209442 | 7 | Courier & Delivery | | | 14:23 LP Courier: Blizzard# 5711691 Fogler Rubinoff 95 Wellington St W Ageoser |
| 28/Oct/09 | 3219755 | QL | Quicklaw On-line Computer Searches | | | |
| 28/Oct/09 | 3219800 | WL | Westlaw On-line Computer Searches | | | |
| 29/Oct/09 | 3202862 | 1 | Prints | 6.00 | | Southward S. |
| 29/Oct/09 | 3202918 | 1 | Prints | 4.00 | | Anderson M. |
| 29/Oct/09 | 3202927 | 1 | Prints | 430.00 | | Southward S. |
| 29/Oct/09 | 3202928 | 1 | Prints | 410.00 | | Southward S. |
| 29/Oct/09 | 3202930 | 1 | Prints | 350.00 | | Southward S. |
| 29/Oct/09 | 3202933 | 1 | Prints | 150.00 | | Southward S. |
| 29/Oct/09 | 3202935 | 1 | Prints | 301.00 | | Southward S. |
| 29/Oct/09 | 3202941 | 1 | Prints | 233.00 | | Southward S. |
| 29/Oct/09 | 3202943 | 1 | Prints | 3,505.00 | | Price L. |
| 29/Oct/09 | 3202954 | 1 | Prints | 1,364.00 | | Southward S. |
| 29/Oct/09 | 3202955 | 1 | Prints | 790.00 | | Southward S. |
| 29/Oct/09 | 3203598 | 1 | Prints | 1.00 | | Freeman J. |
| 29/Oct/09 | 3203601 | 1 | Prints | 3.00 | | Freeman J. |
| 29/Oct/09 | 3203613 | 1 | Prints | 1.00 | | Freeman J. |
| 29/Oct/09 | 3203676 | 1 | Prints | 1.00 | | Freeman J. |
| 29/Oct/09 | 3203791 | 1 | Prints | 1.00 | | Freeman J. |
| 29/Oct/09 | 3203799 | 1 | Prints | 1.00 | | Freeman J. |
| 29/Oct/09 | 3203809 | 1 | Prints | 1.00 | | Freeman J. |
| 29/Oct/09 | 3203819 | 1 | Prints | 1.00 | | Freeman J. |
| 29/Oct/09 | 3203834 | 1 | Prints | 1.00 | | Freeman J. |
| 29/Oct/09 | 3203848 | 1 | Prints | 1.00 | | Price L. |
| 29/Oct/09 | 3203851 | 1 | Prints | 2.00 | | Price L. |
| 29/Oct/09 | 3203865 | 1 | Prints | 1.00 | | Freeman J. |
| 29/Oct/09 | 3203866 | 1 | Prints | 1.00 | | Freeman J. |
| 29/Oct/09 | 3203899 | 1 | Prints | 3.00 | | Anderson M. |
| 29/Oct/09 | 3203901 | 1 | Prints | 2.00 | | Anderson M. |
| 29/Oct/09 | 3203961 | 1 | Prints | 6.00 | | Petrie J. |
| 29/Oct/09 | 3203963 | 1 | Prints | 22.00 | | Petrie J. |
| 29/Oct/09 | 3203965 | 1 | Prints | 4.00 | | Petrie J. |
| 29/Oct/09 | 3203966 | 1 | Prints | 22.00 | | Petrie J. |
| 29/Oct/09 | 3203971 | 1 | Prints | 4.00 | | Petrie J. |
| 29/Oct/09 | 3203978 | 1 | Prints | 22.00 | | Petrie J. |
| 29/Oct/09 | 3203982 | 1 | Prints | 20.00 | | Petrie J. |
| 29/Oct/09 | 3204184 | 1 | Prints | 4.00 | | Freeman J. |
| 29/Oct/09 | 3204186 | 1 | Prints | 1.00 | | Price L. |
| 29/Oct/09 | 3204192 | 1 | Prints | 3.00 | | Price L. |
| 29/Oct/09 | 3204228 | 1 | Prints | 6.00 | | Price L. |
| 29/Oct/09 | 3204260 | 1 | Prints | 8.00 | | Petrie J. |
| 29/Oct/09 | 3204262 | 1 | Prints | 2.00 | | Petrie J. |
| 29/Oct/09 | 3204266 | 1 | Prints | 2.00 | | Petrie J. |
| 29/Oct/09 | 3204374 | 1 | Prints | 1.00 | | Freeman J. |
| 29/Oct/09 | 3204380 | 1 | Prints | 3.00 | | Freeman J. |
| 29/Oct/09 | 3204437 | 1 | Prints | 2.00 | | Freeman J. |
| 29/Oct/09 | 3204438 | 1 | Prints | 2.00 | | Freeman J. |
| 29/Oct/09 | 3204439 | 1 | Prints | 2.00 | | Freeman J. |

M1628 **075264**
Maple Lodge Farms Ltd.
Chicken Farmers of New Brunswick
Prebill No.: 421086
Session ID: 274008

LAST BILL DATE: 29/Oct/09
LAST BILLED TO DATE: 29/Oct/09

FILE LAWYER: Price, Leah
ASSIGNED LAWYER: Price, Leah

*CLIENT ADDRESS*
Maple Lodge Farms Ltd.
8301 Winston Churchill Blvd.
Brampton, ON L6Y 0A2
CANADA

*BILLING ADDRESS*
8301 Winston Churchill Blvd.
Brampton, ON
L6Y 0A2

Plourde, Alana

| DATE | DISB ID | CODE | | QUAN | AMOUNT | DESCRIPTION |
|---|---|---|---|---|---|---|
| 29/Oct/09 | 3204440 | 1 | Prints | 2.00 | | Freeman J. |
| 29/Oct/09 | 3204441 | 1 | Prints | 4.00 | | Price L. |
| 29/Oct/09 | 3204442 | 1 | Prints | 2.00 | | Price L. |
| 29/Oct/09 | 3204477 | 2 | Telephone | | | Anderson M. 16138427442 |
| 29/Oct/09 | 3204600 | 3 | Faxes | 7.00 | | Freeman J. 19054573707 |
| 29/Oct/09 | 3204679 | 4 | Binding Supplies | | | |
| 29/Oct/09 | 3204680 | 4 | Binding Supplies | | | |
| 29/Oct/09 | 3204681 | 4 | Binding Supplies | | | |
| 29/Oct/09 | 3217574 | 7 | Courier & Delivery | | | Federal Express Canada Ltd. Inv# 5-673-48921 |
| 29/Oct/09 | 3217575 | 7 | Courier & Delivery | | | Federal Express Canada Ltd. Inv# 5-673-48921 |
| 29/Oct/09 | 3217576 | 7 | Courier & Delivery | | | Federal Express Canada Ltd. Inv# 5-673-48921 |
| 30/Oct/09 | 3204605 | 15B | Out-of Town Travel | | | PAYEE: Price, Leah; REQUEST#: 181482; DATE: 10/30/09. - Travel to Ottawa for Contempt Hearing |
| 30/Oct/09 | 3204879 | 4 | Binding Supplies | | | |
| 30/Oct/09 | 3204884 | 4 | Binding Supplies | | | |
| 30/Oct/09 | 3204885 | 4 | Binding Supplies | | | |
| 30/Oct/09 | 3204886 | 4 | Binding Supplies | | | |
| 30/Oct/09 | 3204887 | 4 | Binding Supplies | | | |
| 30/Oct/09 | 3205219 | 1 | Prints | 8.00 | | Anderson M. |
| 30/Oct/09 | 3205220 | 1 | Prints | 19.00 | | Anderson M. |
| 30/Oct/09 | 3205221 | 1 | Prints | 17.00 | | Anderson M. |
| 30/Oct/09 | 3205222 | 1 | Prints | 1.00 | | Graves M. |
| 30/Oct/09 | 3205254 | 1 | Prints | 612.00 | | Price L. |
| 30/Oct/09 | 3205496 | 1 | Prints | 110.00 | | Price L. |
| 30/Oct/09 | 3205504 | 1 | Prints | 850.00 | | Freeman J. |
| 30/Oct/09 | 3205505 | 1 | Prints | 3.00 | | Anderson M. |
| 30/Oct/09 | 3205508 | 1 | Prints | 20.00 | | Freeman J. |
| 30/Oct/09 | 3205519 | 1 | Prints | 709.00 | | Price L. |
| 30/Oct/09 | 3205523 | 1 | Prints | 1,107.00 | | Graves M. |
| 30/Oct/09 | 3205524 | 1 | Prints | 499.00 | | Graves M. |
| 30/Oct/09 | 3205525 | 1 | Prints | 585.00 | | Graves M. |
| 30/Oct/09 | 3205957 | 1 | Prints | 2.00 | | Freeman J. |
| 30/Oct/09 | 3206393 | 1 | Prints | 7.00 | | Price L. |
| 30/Oct/09 | 3206453 | 1 | Prints | 1.00 | | Price L. |
| 30/Oct/09 | 3206490 | 1 | Prints | 60.00 | | Petrie J. |
| 30/Oct/09 | 3206499 | 1 | Prints | 1.00 | | Printing House |
| 30/Oct/09 | 3206503 | 1 | Prints | 85.00 | | Printing House |
| 30/Oct/09 | 3206516 | 1 | Prints | 1.00 | | Southward S. |
| 30/Oct/09 | 3206535 | 1 | Prints | 7.00 | | Southward S. |
| 30/Oct/09 | 3206539 | 1 | Prints | 1.00 | | Southward S. |
| 30/Oct/09 | 3206542 | 1 | Prints | 17.00 | | Petrie J. |
| 30/Oct/09 | 3206543 | 1 | Prints | 30.00 | | Petrie J. |
| 30/Oct/09 | 3206548 | 1 | Prints | 8.00 | | Price L. |
| 30/Oct/09 | 3206554 | 1 | Prints | 1.00 | | Southward S. |
| 30/Oct/09 | 3206555 | 1 | Prints | 30.00 | | Petrie J. |
| 30/Oct/09 | 3206575 | 1 | Prints | 1.00 | | Printing House |
| 30/Oct/09 | 3206577 | 1 | Prints | 17.00 | | Printing House |
| 30/Oct/09 | 3206578 | 1 | Prints | 30.00 | | Printing House |
| 30/Oct/09 | 3206581 | 1 | Prints | 30.00 | | Printing House |
| 30/Oct/09 | 3206587 | 1 | Prints | 26.00 | | Price L. |
| 30/Oct/09 | 3206626 | 1 | Prints | 2.00 | | Printing House |

M1628 **075264**
Maple Lodge Farms Ltd.
Chicken Farmers of New Brunswick
Prebill No.: 421086
Session ID: 274008

LAST BILL DATE: 29/Oct/09
LAST BILLED TO DATE: 29/Oct/09

FILE LAWYER: Price, Leah
ASSIGNED LAWYER: Price, Leah

*CLIENT ADDRESS*
Maple Lodge Farms Ltd.
8301 Winston Churchill Blvd.
Brampton, ON L6Y 0A2
CANADA

*BILLING ADDRESS*
8301 Winston Churchill Blvd.
Brampton, ON
L6Y 0A2

Plourde, Alana

| DATE | DISB ID | CODE | | QUAN | AMOUNT | DESCRIPTION |
|---|---|---|---|---|---|---|
| 30/Oct/09 | 3206627 | 1 | Prints | 2.00 | | Printing House |
| 30/Oct/09 | 3206634 | 1 | Prints | 1.00 | | Southward S. |
| 30/Oct/09 | 3206688 | 1 | Prints | 26.00 | | Printing House |
| 30/Oct/09 | 3206694 | 1 | Prints | 134.00 | | Printing House |
| 30/Oct/09 | 3206695 | 1 | Prints | 70.00 | | Printing House |
| 30/Oct/09 | 3206697 | 1 | Prints | 62.00 | | Printing House |
| 30/Oct/09 | 3206698 | 1 | Prints | 136.00 | | Printing House |
| 30/Oct/09 | 3206701 | 1 | Prints | 123.00 | | Printing House |
| 30/Oct/09 | 3206704 | 1 | Prints | 123.00 | | Printing House |
| 30/Oct/09 | 3206913 | 1 | Prints | 80.00 | | Petrie J. |
| 30/Oct/09 | 3206916 | 1 | Prints | 8.00 | | Petrie J. |
| 30/Oct/09 | 3206929 | 1 | Prints | 1.00 | | Anderson M. |
| 30/Oct/09 | 3206966 | 1 | Prints | 1.00 | | Printing House |
| 30/Oct/09 | 3206988 | 1 | Prints | 2.00 | | Anderson M. |
| 30/Oct/09 | 3207000 | 1 | Prints | 6.00 | | Southward S. |
| 30/Oct/09 | 3207003 | 1 | Prints | 48.00 | | Southward S. |
| 30/Oct/09 | 3207006 | 1 | Prints | 13.00 | | Southward S. |
| 30/Oct/09 | 3207013 | 1 | Prints | 25.00 | | Southward S. |
| 30/Oct/09 | 3207047 | 1 | Prints | 8.00 | | Anderson M. |
| 30/Oct/09 | 3207160 | 2 | Telephone | | | Axbey Michelle 16138427464 |
| 30/Oct/09 | 3207161 | 2 | Telephone | | | 16132322607 |
| 30/Oct/09 | 3207307 | 2 | Telephone | | | Price L. 15142865474 |
| 30/Oct/09 | 3207308 | 2 | Telephone | | | Price L. 14186817100 |
| 30/Oct/09 | 3207309 | 2 | Telephone | | | Price L. 14186883458 |
| 30/Oct/09 | 3207322 | 3 | Faxes | 3.00 | | Freeman J. 19054573707 |
| 30/Oct/09 | 3207352 | 3 | Faxes | 19.00 | | Price L. 15142865474 |
| 30/Oct/09 | 3207353 | 3 | Faxes | 19.00 | | Price L. 14186817100 |
| 30/Oct/09 | 3207354 | 3 | Faxes | 19.00 | | Price L. 14186883458 |
| 30/Oct/09 | 3217556 | 7 | Courier & Delivery | | | Federal Express Canada Ltd. Inv# 5-673-48921 |
| 30/Oct/09 | 3217592 | 7 | Courier & Delivery | | | Dynamex Canada Corp (510) Inv# 364227 |
| 30/Oct/09 | 3219752 | QL | Quicklaw On-line Computer Searches | | | |
| 30/Oct/09 | 3219779 | WL | Westlaw On-line Computer Searches | | | |
| ~~30/Oct/09~~ | ~~3219780~~ | ~~WL~~ | ~~Westlaw On-line~~ Computer Searches | | | |
| 02/Nov/09 | 3219763 | QL | Quicklaw On-line Computer Searches | | | |
| 02/Nov/09 | 3226372 | 3 | Faxes | 11.00 | | Incoming fax |
| 05/Nov/09 | 3215073 | 1 | Prints | 86.00 | | Petrie J. |
| 05/Nov/09 | 3219804 | WL | Westlaw On-line Computer Searches | | | |
| 10/Nov/09 | 3219665 | 15B | Out-of Town Travel | | | PAYEE: Price, Leah; REQUEST#: 182135; DATE: 11/10/09. |
| 10/Nov/09 | 3219666 | 15B | Out-of Town Travel | | | PAYEE: Price, Leah; REQUEST#: 182135; DATE: 11/10/09. |
| 10/Nov/09 | 3219668 | LM | Luncheon Meeting | | | PAYEE: Pedlar, Michele N; REQUEST#: 182139; DATE: 11/10/09. - Replenish Ott. Off. Petty Cash |
| 11/Nov/09 | 3221994 | 15B | Out-of Town Travel | | | PAYEE: Price, Leah; REQUEST#: 182177; DATE: 11/11/09. |
| 12/Nov/09 | 3223837 | LM | Luncheon Meeting | | | Ottawa lunches - 5 days |
| 18/Nov/09 | 3236251 | 7 | Courier & Delivery | | | 17:14 MG Courier: Blizzard# 5721146 Fogler Rubinoff 95 Wellington St W barry |
| 20/Nov/09 | 3236098 | 15B | Out-of Town Travel | | | PAYEE: Freeman, Joshua R; REQUEST#: 182528; DATE: 11/20/09. |
| 20/Nov/09 | 3238038 | 1 | Prints | 2.00 | | Graves M. |
| 20/Nov/09 | 3238491 | 1 | Prints | 10.00 | | Price L. |
| 20/Nov/09 | 3239132 | 1 | Prints | 33.00 | | Price L. |

M1628 **075264**
Maple Lodge Farms Ltd.
Chicken Farmers of New Brunswick
Prebill No.: 421086
Session ID: 274008

LAST BILL DATE: 29/Oct/09
LAST BILLED TO DATE: 29/Oct/09

FILE LAWYER: Price, Leah
ASSIGNED LAWYER: Price, Leah

*CLIENT ADDRESS*
Maple Lodge Farms Ltd.
8301 Winston Churchill Blvd.
Brampton, ON L6Y 0A2
CANADA

*BILLING ADDRESS*
8301 Winston Churchill Blvd.
Brampton, ON
L6Y 0A2

Plourde, Alana

| DATE | DISB ID | CODE | | QUAN | AMOUNT | DESCRIPTION |
|---|---|---|---|---|---|---|
| 20/Nov/09 | 3239230 | 2 | Telephone | | | Price L. 15067354727 |
| 20/Nov/09 | 3239256 | 3 | Faxes | 2.00 | | Price L. 15067354727 |
| 20/Nov/09 | 3239796 | 1 | Prints | 8.00 | | Price L. |
| | | TOTAL | DISB | | | |

M1628 **075264**
Maple Lodge Farms Ltd.
Chicken Farmers of New Brunswick
Prebill No.: 432443
Session ID: 281426

LAST BILL DATE: 27/Jan/10
LAST BILLED TO DATE: 27/Jan/10

FILE LAWYER: Price, Leah
ASSIGNED LAWYER: Price, Leah

*CLIENT ADDRESS*
Maple Lodge Farms Ltd.
8301 Winston Churchill Blvd.
Brampton, ON L6Y 0A2
CANADA

*BILLING ADDRESS*
8301 Winston Churchill Blvd.
Brampton, ON
L6Y 0A2

Plourde, Alana

| DATE | DISB ID | CODE | | QUAN | AMOUNT | DESCRIPTION |
|---|---|---|---|---|---|---|
| 25/Jan/10 | 3345493 | WL | Westlaw On-line Computer Searches | | | |
| 27/Jan/10 | 3333211 | 1 | Prints | 1.00 | | Price L. |
| 27/Jan/10 | 3333398 | 1 | Prints | 4.00 | | Price L. |
| 28/Jan/10 | 3336486 | 2 | Telephone | | | Freeman J. 15148476035 |
| 29/Jan/10 | 3338086 | 1 | Prints | 3.00 | | Price L. |
| 29/Jan/10 | 3338881 | 1 | Prints | 4.00 | | Freeman J. |
| 29/Jan/10 | 3339582 | 1 | Prints | 43.00 | | Freeman J. |
| 01/Feb/10 | 3337751 | 8 | Postage/Registered Mail | | | ME. JEAN-PIERRE SHEPPARD MONTREAL |
| 01/Feb/10 | 3337783 | 8 | Postage/Registered Mail | | | ron folkes |
| 01/Feb/10 | 3341472 | 2 | Telephone | | | McCrae A. 16139540857 |
| 01/Feb/10 | 3341473 | 2 | Telephone | | | McCrae A. 16139540857 |
| 02/Feb/10 | 3341694 | 1 | Prints | 1.00 | | Price L. |
| 02/Feb/10 | 3341698 | 1 | Prints | 3.00 | | Price L. |
| 02/Feb/10 | 3341889 | 1 | Prints | 2.00 | | Price L. |
| 02/Feb/10 | 3341890 | 1 | Prints | 3.00 | | Price L. |

M1628 **075264**
Maple Lodge Farms Ltd.
Chicken Farmers of New Brunswick
Prebill No.: 432443
Session ID: 281426

LAST BILL DATE: 27/Jan/10
LAST BILLED TO DATE: 27/Jan/10

FILE LAWYER: Price, Leah
ASSIGNED LAWYER: Price, Leah

*CLIENT ADDRESS*
Maple Lodge Farms Ltd.
8301 Winston Churchill Blvd.
Brampton, ON L6Y 0A2
CANADA

*BILLING ADDRESS*
8301 Winston Churchill Blvd.
Brampton, ON
L6Y 0A2

Plourde, Alana

| DATE | DISB ID | CODE | | QUAN | AMOUNT | DESCRIPTION |
|---|---|---|---|---|---|---|
| 02/Feb/10 | 3341897 | 1 | Prints | 2.00 | | Price L. |
| 02/Feb/10 | 3342067 | 1 | Prints | 3.00 | | Price L. |
| 02/Feb/10 | 3342073 | 1 | Prints | 1.00 | | Price L. |
| 02/Feb/10 | 3342083 | 1 | Prints | 1.00 | | Price L. |
| 02/Feb/10 | 3343098 | 1 | Prints | 3.00 | | Price L. |
| 03/Feb/10 | 3343924 | 1 | Prints | 1.00 | | Price L. |
| 03/Feb/10 | 3343930 | 1 | Prints | 1.00 | | Price L. |
| 03/Feb/10 | 3344126 | 1 | Prints | 5.00 | | Price L. |
| 03/Feb/10 | 3344149 | 1 | Prints | 8.00 | | Price L. |
| 03/Feb/10 | 3344167 | 1 | Prints | 23.00 | | Price L. |
| 03/Feb/10 | 3344187 | 1 | Prints | 6.00 | | Price L. |
| 03/Feb/10 | 3344596 | 1 | Prints | 2.00 | | Price L. |
| 03/Feb/10 | 3344597 | 1 | Prints | 1.00 | | Price L. |
| 03/Feb/10 | 3344601 | 1 | Prints | 1.00 | | Price L. |
| 03/Feb/10 | 3344605 | 1 | Prints | 1.00 | | Price L. |
| 03/Feb/10 | 3344713 | 1 | Prints | 2.00 | | Price L. |
| 03/Feb/10 | 3344724 | 1 | Prints | 1.00 | | Price L. |
| 03/Feb/10 | 3344924 | 1 | Prints | 16.00 | | Price L. |
| 03/Feb/10 | 3344932 | 1 | Prints | 1.00 | | Price L. |
| 04/Feb/10 | 3345431 | 3 | Faxes | 4.00 | | incoming faxes |
| 05/Feb/10 | 3346940 | 2 | Telephone | | | Price L. 15066424445 |
| 05/Feb/10 | 3349122 | 1 | Prints | 1.00 | | Price L. |
| 05/Feb/10 | 3349130 | 1 | Prints | 1.00 | | Price L. |
| 05/Feb/10 | 3349562 | 1 | Prints | 1.00 | | Price L. |
| 05/Feb/10 | 3349566 | 1 | Prints | 1.00 | | Price L. |
| 05/Feb/10 | 3349766 | 1 | Prints | 1.00 | | Price L. |
| 05/Feb/10 | 3349771 | 1 | Prints | 3.00 | | Price L. |
| 05/Feb/10 | 3349944 | 1 | Prints | 2.00 | | Price L. |
| 05/Feb/10 | 3349954 | 1 | Prints | 2.00 | | Price L. |
| 05/Feb/10 | 3349958 | 1 | Prints | 7.00 | | Price L. |
| 05/Feb/10 | 3349964 | 1 | Prints | 1.00 | | Price L. |
| 05/Feb/10 | 3350012 | 1 | Prints | 3.00 | | Price L. |
| 05/Feb/10 | 3350040 | 1 | Prints | 3.00 | | Price L. |
| 05/Feb/10 | 3350212 | 1 | Prints | 2.00 | | Price L. |
| 05/Feb/10 | 3350239 | 1 | Prints | 2.00 | | Price L. |
| 05/Feb/10 | 3350240 | 1 | Prints | 2.00 | | Price L. |
| 05/Feb/10 | 3350241 | 1 | Prints | 1.00 | | Price L. |
| 05/Feb/10 | 3350256 | 1 | Prints | 4.00 | | Price L. |
| 05/Feb/10 | 3350309 | 1 | Prints | 3.00 | | Price L. |
| 05/Feb/10 | 3350315 | 1 | Prints | 3.00 | | Price L. |
| 05/Feb/10 | 3350316 | 1 | Prints | 3.00 | | Price L. |
| 05/Feb/10 | 3350317 | 1 | Prints | 3.00 | | Price L. |
| 05/Feb/10 | 3350322 | 1 | Prints | 1.00 | | Price L. |
| 05/Feb/10 | 3350323 | 1 | Prints | 3.00 | | Price L. |
| 05/Feb/10 | 3350331 | 1 | Prints | 1.00 | | Price L. |
| 05/Feb/10 | 3350332 | 1 | Prints | 2.00 | | Price L. |
| 05/Feb/10 | 3350333 | 1 | Prints | 2.00 | | Price L. |
| 05/Feb/10 | 3350340 | 1 | Prints | 2.00 | | Price L. |
| 05/Feb/10 | 3350349 | 1 | Prints | 3.00 | | Price L. |
| 05/Feb/10 | 3350456 | 1 | Prints | 3.00 | | Price L. |
| 08/Feb/10 | 3352263 | 1 | Prints | 3.00 | | Price L. |
| 08/Feb/10 | 3352271 | 1 | Prints | 1.00 | | Price L. |

M1628 **075264**
Maple Lodge Farms Ltd.
Chicken Farmers of New Brunswick
Prebill No.: 432443
Session ID: 281426

LAST BILL DATE: 27/Jan/10
LAST BILLED TO DATE: 27/Jan/10

FILE LAWYER: Price, Leah
ASSIGNED LAWYER: Price, Leah

*CLIENT ADDRESS*
Maple Lodge Farms Ltd.
8301 Winston Churchill Blvd.
Brampton, ON L6Y 0A2
CANADA

*BILLING ADDRESS*
8301 Winston Churchill Blvd.
Brampton, ON
L6Y 0A2

Plourde, Alana

| DATE | DISB ID | CODE | | QUAN | AMOUNT | DESCRIPTION |
|---|---|---|---|---|---|---|
| 08/Feb/10 | 3353435 | 1 | Prints | 5.00 | | Price L. |
| 08/Feb/10 | 3353440 | 1 | Prints | 1.00 | | Price L. |
| 09/Feb/10 | 3353503 | 1 | Prints | 7.00 | | Price L. |
| 09/Feb/10 | 3354754 | 1 | Prints | 5.00 | | Price L. |
| 09/Feb/10 | 3354768 | 1 | Prints | 2.00 | | Price L. |
| 09/Feb/10 | 3354781 | 1 | Prints | 2.00 | | Price L. |
| 09/Feb/10 | 3356033 | 1 | Prints | 7.00 | | Price L. |
| 10/Feb/10 | 3355174 | 1 | Prints | 286.00 | | Price L. |
| 10/Feb/10 | 3356955 | 1 | Prints | 23.00 | | Santoianni S. |
| 10/Feb/10 | 3357199 | 1 | Prints | 18.00 | | Price L. |
| 10/Feb/10 | 3357210 | 1 | Prints | 4.00 | | Price L. |
| 10/Feb/10 | 3357211 | 1 | Prints | 1.00 | | Price L. |
| 10/Feb/10 | 3357214 | 1 | Prints | 2.00 | | Price L. |
| 11/Feb/10 | 3358466 | 1 | Prints | 26.00 | | Anderson M. |
| 11/Feb/10 | 3358583 | 1 | Prints | 16.00 | | Price L. |
| 11/Feb/10 | 3358689 | 1 | Prints | 20.00 | | Price L. |
| 11/Feb/10 | 3358972 | 1 | Prints | 3.00 | | Price L. |
| 11/Feb/10 | 3358977 | 1 | Prints | 2.00 | | Price L. |
| 11/Feb/10 | 3358981 | 1 | Prints | 2.00 | | Price L. |
| 11/Feb/10 | 3358989 | 1 | Prints | 2.00 | | Price L. |
| 11/Feb/10 | 3360135 | 1 | Prints | 1.00 | | Price L. |
| 11/Feb/10 | 3360137 | 1 | Prints | 1.00 | | Price L. |
| 11/Feb/10 | 3360170 | 1 | Prints | 1.00 | | Price L. |
| 11/Feb/10 | 3360206 | 1 | Prints | 1.00 | | Price L. |
| 12/Feb/10 | 3358726 | 1 | Prints | 3.00 | | Price L. |
| 12/Feb/10 | 3361594 | 1 | Prints | 2.00 | | Price L. |
| 16/Feb/10 | 3360266 | 1 | Prints | 20.00 | | Price L. |
| 16/Feb/10 | 3360279 | 1 | Prints | 5.00 | | Price L. |
| 16/Feb/10 | 3360289 | 1 | Prints | 4.00 | | Price L. |
| 16/Feb/10 | 3360290 | 1 | Prints | 2.00 | | Price L. |
| 16/Feb/10 | 3360330 | 1 | Prints | 15.00 | | Price L. |
| 16/Feb/10 | 3362339 | 1 | Prints | 8.00 | | Price L. |
| 16/Feb/10 | 3362536 | 1 | Prints | 2.00 | | Price L. |
| 16/Feb/10 | 3363565 | 1 | Prints | 2.00 | | Price L. |
| 16/Feb/10 | 3363824 | 1 | Prints | 1.00 | | Price L. |
| 16/Feb/10 | 3363833 | 1 | Prints | 8.00 | | Price L. |
| 16/Feb/10 | 3364634 | WL | Westlaw On-line Computer Searches | | | |
| 17/Feb/10 | 3366934 | 1 | Prints | 1.00 | | Price L. |
| 17/Feb/10 | 3366939 | 1 | Prints | 1.00 | | Price L. |
| 17/Feb/10 | 3366943 | 1 | Prints | 1.00 | | Price L. |
| 17/Feb/10 | 3366950 | 1 | Prints | 8.00 | | Price L. |
| 17/Feb/10 | 3366959 | 1 | Prints | 1.00 | | Price L. |
| 18/Feb/10 | 3367191 | 1 | Prints | 1.00 | | Price L. |
| 18/Feb/10 | 3367200 | 1 | Prints | 8.00 | | Price L. |
| 18/Feb/10 | 3367209 | 1 | Prints | 18.00 | | Price L. |
| | | TOTAL | DISB | | | |

PUBLIC

File No.: CT-2008-004
Registry Document No.: .....

# COMPETITION TRIBUNAL

**IN THE MATTER** of the *Competition Act*, R.S.C. 1985, c. C-34, as amended

**AND IN THE MATTER** of an Application by Nadeau Ferme Avicole Limitée/Nadeau Poultry Farm Limited for an Order pursuant to section 75 of the *Competition Act*;

**AND IN THE MATTER** of an Application by Nadeau Ferme Avicole Limitée/Nadeau Poultry Farm Limited for an Interim Order pursuant to section 104 of the *Competition Act;*

**AND IN THE MATTER** of a Motion by Nadeau Ferme Avicole Limitée/Nadeau Poultry Farm Limited for a Show Cause Order;

**AND IN THE MATTER** of a Motion by the Respondent Groupe Westco Inc. for an Order or Direction regarding the Tribunal's Interim Supply Order;

**BETWEEN:**

**NADEAU FERME AVICOLE LIMITÉE/**
**NADEAU POULTRY FARM LIMITED**

Applicant

AND

**GROUPE WESTCO INC. AND GROUP DYNACO, COOPÉRATIVE AGROALIMENTAIRE AND VOLAILLES ACADIA S.E.C. AND VOLAILLES ACADIA INC./ACADIA POULTRY INC.**

Respondents

## BILL OF COSTS
## AMOUNTS CLAIMED FOR FEES AND DISBURSEMENTS
**(As of February 23, 2010)**

**FOGLER, RUBINOFF LLP - LEGAL FEES:**

| **JULY, AUGUST, SEPTEMBER AND OCTOBER 2008** |
|---|
| Various telephone conversations with Ron Folkes; Various telephone conversations and meetings between Leah Price, Andrea McCrae and Joshua Freeman; Telephone conversations with client(s); Preparation of correspondence to client(s), opposing counsel and Competition Tribunal; Review law; Research; Compile data regarding size of chickens supplied by Westco; Review invoices regarding number of chickens shipped each month; Prepare exhibits for the |

| |
|---|
| Affidavit of Yves Landry; Receipt and review of correspondence from opposing counsel; Receipt and review of Orders and Directions from Competition Tribunal |

| LAWYER | TIME (hours) | ACTUAL RATE | ACTUAL AMOUNT |
|---|---|---|---|
| Leah Price | | | |
| Andrea McCrae | | | |
| Joshua Freeman | | | |
| David Levangie | | | |
| Total | | | |

| NOVEMBER AND DECEMBER 2008 |
|---|
| Preparation for Contempt Motion; Preparation of correspondence to Competition Tribunal, opposing counsel and Justice Blanchard; Various meetings between Leah Price, Andrea McCrae and Joshua Freeman; Research; Work on contempt materials; Review and amend draft Notice of Motion; Receipt and review of correspondence from opposing counsel; Preparation for hearing; Revise Affidavit of Yves Landry; Revise Notice of Motion; Finalize and serve Contempt Motion materials; Telephone conversations with Competition Tribunal, Ron Folkes, client(s) and opposing counsel; Receipt and review of Order from Competition Tribunal; Receipt and review of Westco's Motion materials; Review case law; Preparation of Responding materials to Westco's Motion for Direction; Preparation of Affidavit of Denise Boucher; Finalize Responding Motion Record of the Applicant (Confidential Level B) for filing; Review of transcripts; Preparation of public version of Motion materials; Finalize materials and file with Competition Tribunal; Revise public Responding materials; Preparation for cross-examinations; Serve and file Responding Motion Record; Travel to Ottawa on December 21, 2008 (Leah Price and Joshua Freeman); Meeting with client(s); Attend on cross-examination on December 22, 2008 (Leah Price and Joshua Freeman); Travel to Toronto on December 23, 2008 (Leah Price and Joshua Freeman) |

| LAWYER | TIME (hours) | ACTUAL RATE | ACTUAL AMOUNT |
|---|---|---|---|
| Leah Price | | | |
| Andrea McCrae | | | |
| Joshua Freeman | | | |
| Total | | | |

| JANUARY AND FEBRUARY 2009 |
|---|
| Preparation of Refusals Motion materials; Various meetings between Leah Price and Joshua Freeman; Research; Review draft Notice of Motion; Finalize Refusals Motion materials; Preparation of correspondence to opposing counsel, client(s) and Competition Tribunal; Serve and file Refusals Motion materials; Telephone conversation with Competition Tribunal and client(s); Prepare, serve and file Public Motion Record of the Applicant; Receipt and review of Order from Competition Tribunal; Review of Westco's Motion Record; Preparation of Response to Westco's Motion; Research case law; Finalize Responding Motion material assembled in chart form; Receipt and review of charts received from opposing counsel; Review case law provided by Westco and Acadia; Preparation of Responding Charts and Motions; Serve and file final version of chart for Motion; Receipt and review of final version of Respondents' chart; Preparation of responses to all outstanding questions refused but pursued by Westco in its Motion; Preparation of Factum; Receipt and review of correspondence from opposing counsel and client(s); Receipt and review of Order from Competition Tribunal; Receipt and review of answers from Respondents; Finalize Factum; Review and redact Order from Refusals Motion re: confidentiality; Review Memorandum of Fact and Law of the Applicant; Receipt and review of Westco's Memorandum of Fact and Law; Preparation of public version of Memorandum of Fact and Law of the Applicant; Preparation of Responding Factum; Filing of public version of January 15, 2009 Order; Research for Responding Factum; Review of Confidential Level B and public versions of Westco's Factum; Preparation of Confidential Level B of Applicant's Factum; Conference call with Competition Tribunal and all counsel on February 3, 2009; Organize materials required for Contempt Motion in Ottawa; Preparation for Court; Travel to Ottawa on February 8, 2009 (Leah Price and Joshua Freeman); Attend Court on February 9, 2009 and February 10, 2009 (Leah Price and Joshua Freeman); Travel to Toronto on February 10, 2009 (Leah Price and Joshua Freeman); Review Reasons and Order |

| LAWYER | TIME (hours) | ACTUAL RATE | ACTUAL AMOUNT |
|---|---|---|---|
| Leah Price | | | |
| Joshua Freeman | | | |
| Meagan Swan | | | |
| Stacey Organ | | | |
| Michael Blinick | | | |
| Total | | | |

| MARCH, APRIL, MAY AND JUNE 2009 |
|---|
| Preparation of correspondence to opposing counsel, Competition Tribunal, client(s) and witnesses; Various meetings between Leah Price and Joshua Freeman; Telephone conversations/conferences with Ron Folkes, client(s), opposing counsel, Competition Tribunal and witnesses; Review Rules; Receipt and review of correspondence from opposing counsel, client(s) and witnesses; Research; Review law and draft submissions; Review witness files; Preparation of Will-Say Statement of Rachel Ouckama; Review Westco's Submissions; Review |

| **MARCH, APRIL, MAY AND JUNE 2009** |
|---|
| case law; Discussions with students regarding research; Finalize Will-Say Statement of Rachel Ouckama and organize exhibits; Receipt and review of direction from Competition Tribunal re: confidentiality of Order on June 2, 2009; Preparation of Will-Say Statement of Denise Boucher; Preparation of documents re: Competition Tribunal Order of June 25; Preparation of document list for Contempt Motion; Meeting with clerk re: List of Relevant Documents; Review law and amend draft submissions; Receipt of direction from Competition Tribunal on June 30, 2009 re: permission allowing Applicant to file reply submissions |

| LAWYER | TIME (hours) | ACTUAL RATE | ACTUAL AMOUNT |
|---|---|---|---|
| Leah Price | | | |
| Joshua Freeman | | | |
| Meagan Swan | | | |
| Michael Kutner | | | |
| Andrea Hogan | | | |
| Total | | | |

| **JULY, AUGUST AND SEPTEMBER 2009** |
|---|
| Preparation of correspondence to opposing counsel, client(s), Ron Folkes and Competition Tribunal; Receipt and review of correspondence from opposing counsel and Competition Tribunal; Telephone conversations with witnesses, client(s) and Ron Folkes; Telephone conferences with Competition Tribunal; Various meetings between Leah Price and Joshua Freeman; Amend draft Submissions; Receipt and review Competition Tribunal Order re: Contempt hearing scheduling; Review documents; Research; Finalize Submissions; Prepared documents for paper filing with Competition Tribunal; Review Rules re: subpoena; Review Competition Tribunal Direction, Order and Submissions; Review Submissions from Westco (privilege); Preparation of reply Submissions re: privilege; Review transcripts; Draft, revise and review Disclosure Submissions; Arrange for service of subpoena on Patrick Noel; Review Order of Competition Tribunal re: disclosure; Review Scheduling Order; Review transcripts for cross-examination by Olivier Tousignant and Valerie Belle-Isle; Research law |

| LAWYER | TIME (hours) | ACTUAL RATE | ACTUAL AMOUNT |
|---|---|---|---|
| Leah Price | | | |
| Joshua Freeman | | | |
| Total | | | |

| OCTOBER AND NOVEMBER 2009 |
|---|
| Telephone conversations with Ron Folkes, Competition Tribunal and client(s); Various meetings between Leah Price, Joshua Freeman, Myriah Graves and students; Receipt and review of correspondence from client(s), witnesses and opposing counsel; Meeting with student re: research and evidence; Preparation of correspondence to witnesses, opposing counsel and client(s); Meeting with Ron Folkes and witness; Review of flock sheets and delivery forms; Research re: Canada Evidence Act Notice; Preparation of Brief of Authorities; Preparation of Canada Evidence Act Notice; Preparation of Canada Evidence Act Affidavits; Final assembly of Affidavit of Documents; Review Brief of Authorities; Preparation for Contempt Hearing; Organize hearing documents; Retrieve cases; Prepare case briefs; Travel to Ottawa on November 1, 2009 (Leah Price and Joshua Freeman); Meeting with counsel and witnesses on November 1, 2009; Preparation for hearing and attend at hearing from November 2, 2009 to November 6, 2009; Travel to Toronto on November 6, 2009 (Leah Price and Joshua Freeman) |

| LAWYER | TIME (hours) | ACTUAL RATE | ACTUAL AMOUNT |
|---|---|---|---|
| Leah Price | | | |
| Joshua Freeman | | | |
| Myriah L. Graves | | | |
| Sara Hickey | | | |
| Orit Aliasi-Sinai | | | |
| Scott Southward | | | |
| Total | | | |

| JANUARY AND FEBRUARY 2010 |
|---|
| Receipt and review of Contempt Reasons from the Competition Tribunal; Review of Contempt Motion; Preparation of correspondence to client(s), opposing counsel and Competition Tribunal; Telephone conversations with client(s) and Ron Folkes; Various meetings between Leah Price, Joshua Freeman and Andrea McCrae Marsland; Meeting with clerk re: Bill of Costs; Receipt and review of correspondence from opposing counsel, Ron Folkes, Competition Tribunal and client(s); Research law; Preparation of Bill of Costs; Meeting with Myriah Graves re: research; Review cases; Receipt and review of Order re: Contempt sentencing hearing; Telephone conference with Competition Tribunal |

| LAWYER | TIME (hours) | ACTUAL RATE | ACTUAL AMOUNT |
|---|---|---|---|
| Leah Price | | | |
| Andrea McCrae Marsland | | | |

| LAWYER | TIME (hours) | ACTUAL RATE | ACTUAL AMOUNT |
|---|---|---|---|
| Joshua Freeman | | | |
| Myriah L. Graves | | | |
| Sabrina Santoianni | | | |
| Total | | | |

**RON E. FOLKES - LEGAL**

| JULY TO NOVEMBER 2009 |
|---|
| Various conference calls; Reviewing submissions to Competition Tribunal and Order of Tribunal re: contempt hearing and telephone conversation with Toronto counsel re: witness statements and role to be played at contempt hearing; Telephone conversations with client(s) and Toronto counsel; Correspondence with Toronto counsel and with Competition Tribunal; Review of confidential witness statement disclosure material to prepare for hearing; Preparation of correspondence to solicitors for Westco, Competition Tribunal, client(s) and Toronto counsel re: contempt application; Telephone conversation and emails with Toronto counsel re: contempt application and reviewing privileged document production; Review of 2009 CFC quota utilization and data book and memo to Toronto counsel re: NB quota utilization in 2008 for contempt hearing; Receipt and review of correspondence; Work on preparation of cross-examination of Tom Soucy; Preparation for contempt trial; Preparation for Competition Tribunal hearing; Review Notices and Affidavits under Canada Evidence Act; Review of transcripts; Meeting with counsel and preparation of witnesses, testimony and law for hearing; Attend at hearing from November 2, 2009 to November 6, 2009 |

| LAWYER | TIME (hours) | ACTUAL RATE | ACTUAL AMOUNT |
|---|---|---|---|
| Ron E. Folkes | | | |
| Ron E. Folkes (return trip Nov. 2009) | | | |
| Total | | | |

| JANUARY AND FEBRUARY 2010 |
|---|
| Telephone conversation with Toronto counsel re: issues for contempt sentencing hearing and witness and approach and strategy; Conference call and telephone conversation with Leah Price |

| LAWYER | TIME (hours) | ACTUAL RATE | ACTUAL AMOUNT |
|---|---|---|---|
| Ron E. Folkes | | | |
| Total | | | |

**FOGLER, RUBINOFF LLP - DISBURSEMENTS:**

| DESCRIPTION | AMOUNT |
|---|---|
| *Conduct Money | |
| Prints | |
| Binding Supplies | |
| Faxes | |
| Telephone | |
| Courier and Delivery | |
| Agents' Fees/Service of Documents | |
| On-line Computer Searches (including Quicklaw, LexisNexis and Westlaw) | |
| Copy - Examiner's Transcripts | |
| Expert Witness Fees | |
| Local Travel - Mileage/Cabs | |
| Non-local Meals | |
| *Non-taxable Other | |
| Out of Town Travel (Cross-examinations December 2008) | |
| Out of Town Travel (Court Attendance February 2009) | |
| Out of Town Travel (Attend at Hearing November 2009) | |
| Postage/Registered Mail | |
| *Reporting Service Charges | |

| DESCRIPTION | AMOUNT |
|---|---|
| Scanning | |
| Scanning with Conversion to CD | |
| Surveys/Oversize Prints | |
| ~~Miscellaneous Disbursement~~ | |
| Translation/Translators | |
| Total | |

**RON E. FOLKES - DISBURSEMENTS:**

| DESCRIPTION | AMOUNT |
|---|---|
| Travel - Cabs | |
| Paid Mileage Charges - Competition Tribunal Hearings, Ottawa (return trip) | |
| Hotel Expenses | |
| Total | |

| | |
|---|---|
| TOTAL FEES - FOGLER, RUBINOFF LLP | |
| TOTAL FEES - RON E. FOLKES | |
| TOTAL DISBURSEMENTS - FOGLER, RUBINOFF LLP | |
| TOTAL DISBURSEMENTS - RON E. FOLKES | |
| GST ON FEES & DISBURSEMENTS ~~(* no GST on these amounts)~~ | |

| TOTAL FEES, DISBURSEMENTS & GST | |
|---|---|

**STATEMENT OF EXPERIENCE**
A claim for fees is being made with respect to the following lawyers:

| Name of lawyer | Years of experience |
|---|---|
| Leah Price | |
| Andrea McCrae Marsland | |
| Myriah L. Graves | |
| Joshua Freeman | |
| Meagan Swan | |
| David Levangie | |
| Sara Hickey | |
| Stacey Organ | |
| Michael Kutner | |
| Michael Blinick | |
| Orit Aliasi-Sinai | |
| Scott Southward | |
| Andrea Hogan | |
| Sabrina Santoianni | |
| Mary Anderson | |
| Cathy McIntyre | |
| Jessica Petrie | |
| Paula Kanoza | |
| Ron E. Folkes | |

*PUBLIC*

**File No.:** **CT-2008-004**
**Registry Document No.:** .....

# COMPETITION TRIBUNAL

**IN THE MATTER** of the *Competition Act*, R.S.C. 1985, c. C-34, as amended

**AND IN THE MATTER** of an Application by Nadeau Ferme Avicole Limitée/Nadeau Poultry Farm Limited for an Order pursuant to section 75 of the *Competition Act*;

**AND IN THE MATTER** of an Application by Nadeau Ferme Avicole Limitée/Nadeau Poultry Farm Limited for an Interim Order pursuant to section 104 of the *Competition Act;*

**AND IN THE MATTER** of a Motion by Nadeau Ferme Avicole Limitée/Nadeau Poultry Farm Limited for a Show Cause Order;

**AND IN THE MATTER** of a Motion by the Respondent Groupe Westco Inc. for an Order or Direction regarding the Tribunal's Interim Supply Order;

**BETWEEN:**

**NADEAU FERME AVICOLE LIMITÉE/**
**NADEAU POULTRY FARM LIMITED**

Applicant

AND

**GROUPE WESTCO INC. AND GROUP DYNACO, COOPÉRATIVE AGROALIMENTAIRE AND VOLAILLES ACADIA S.E.C. AND VOLAILLES ACADIA INC./ACADIA POULTRY INC.**

Respondents

## ESTIMATED BILL OF COSTS
## AMOUNTS CLAIMED FOR FEES AND DISBURSEMENTS
## ~~(to April 30, 2010)~~

**ESTIMATED LEGAL FEES:**

| **PREPARATION FOR SENTENCING HEARING** |
|---|
| Receipt and review of correspondence from client(s), Ron Folkes and opposing counsel; Preparation of correspondence to client(s), opposing counsel, Ron Folkes and Competition Tribunal; Various meetings between Leah Price, Andrea McCrae Marsland and Myriah Graves; Telephone conversations with opposing counsel, Ron Folkes and client(s); Research; Review of law; Receipt and review of Direction re: sentencing hearing; Receipt and review of evidence |

| PREPARATION FOR SENTENCING HEARING |
|---|
| submitted by Westco; Preparation of responding evidence; Receipt and review of Westco's sentencing submissions; Preparation of Nadeau's sentencing submissions; Review Bill of Costs re: contempt; Review Affidavit for Disbursements; Preparation of list of documents for sentencing hearing; Preparation for sentencing hearing |

| LAWYER | TIME (hours) | ACTUAL RATE | ACTUAL AMOUNT |
|---|---|---|---|
| Leah Price | | | |
| Andrea McCrae Marsland | | | |
| Myriah L. Graves | | | |
| Total | | | |

| HEARING |
|---|
| Travel to Ottawa; Preparation for attendance at hearing; Attend at hearing on April 29, 2010 and April 30, 2010; Travel to Toronto |

| LAWYER | TIME (hours) | ACTUAL RATE | ACTUAL AMOUNT |
|---|---|---|---|
| Leah Price | | | |
| Andrea McCrae Marsland | | | |
| Ron E. Folkes | | | |
| Total | | | |

**ESTIMATED DISBURSEMENTS:**

| DESCRIPTION | AMOUNT |
|---|---|
| Prints | |
| Courier and Delivery | |
| Binding Supplies | |
| Faxes | |
| Telephone | |

| DESCRIPTION | AMOUNT |
|---|---|
| On-line Computer Searches (including Quicklaw, LexisNexis and Westlaw) | |
| Local Travel - Mileage/Cabs | |
| Non-local Meals | |
| Out of Town Travel (Airfare and Hotel re: Hearing 2010) | |
| Total | |

| | |
|---|---|
| TOTAL FEES | |
| TOTAL DISBURSEMENTS | |
| GST ON FEES & DISBURSEMENTS | |
| **TOTAL FEES, DISBURSEMENTS & GST** | |

**STATEMENT OF EXPERIENCE**
A claim for fees is being made with respect to the following lawyers:

| Name of lawyer | Years of experience |
|---|---|
| Leah Price | 32 |
| Andrea McCrae Marsland | 7 |
| Myriah L. Graves | 7 |
| Ron E. Folkes | 35 |

**PUBLIC**

File No.: CT-2008-004
Registry Document No.: .....

## COMPETITION TRIBUNAL

**IN THE MATTER** of the *Competition Act*, R.S.C. 1985, c. C-34, as amended

**AND IN THE MATTER** of an Application by Nadeau Ferme Avicole Limitée/ Nadeau Poultry Farm Limited for an Order pursuant to section 75 of the *Competition Act*.

**AND IN THE MATTER** of an Application by Nadeau Ferme Avicole Limitée/Nadeau Poultry Farm Limited for an Interim Order pursuant to section 104 of the *Competition Act;*

**AND IN THE MATTER** of a Motion by Nadeau Ferme Avicole Limitée/Nadeau Poultry Farm Limited for a Show Cause Order;

**AND IN THE MATTER** of a Motion by the Respondent Groupe Westco Inc. for an Order or Direction regarding the Tribunal's Interim Supply Order;

BETWEEN:

**NADEAU FERME AVICOLE LIMITÉE/ NADEAU POULTRY FARM LIMITED**

Applicant

AND

**GROUPE WESTCO INC. AND GROUPE DYNACO, COOPÉRATIVE AGROALIMENTAIRE AND VOLAILLES ACADIA S.E.C. AND VOLAILLES ACADIA INC./ACADIA POULTRY INC.**

Respondents

## AFFIDAVIT OF GRANT C. ROBINSON

(sworn March 26, 2010)

**I, GRANT C. ROBINSON, FCA**, of the City of Guelph in the Province of Ontario, **MAKE OATH AND SAY** as follows:

## I. Introduction

1. I have been asked to look at the impact of fewer birds being delivered by the respondent to Nadeau Poultry Farm Limited under the June 26, 2008 Interim Order. The interim order indicated that:

> [57] The Respondents are to continue to supply the Applicant with live chickens on the usual trade terms at the current level of weekly supply, namely 271,350 live chickens.
>
> [58] This requirement to supply will last until a final decision is made on the merits of the application under section 75 of the Act. The volume of supply is to be reduced by 25,000 live chickens per week upon the first delivery of the live chickens to the Applicant expected from Nova Scotia in September 2008 and further reduced by any other supply of live chickens the Applicant may secure during this interim period.

2. The following is a summary of my qualifications in the area of Accounting and Strategic Planning. I am a Fellow of the Institute of Chartered Accountants of Ontario. I received my CA designation in 1976. I have been involved with Maple Lodge Farms Ltd. as an outsource C.F.O. from 1986 through 1992. I was involved with Maple Lodge Farms Ltd. as part of the negotiating team in 1989 in the acquisition of Nadeau Poultry Farms Limited from the Nadeau family. I testified at an industry tribunal in Ottawa in 1992. I have expertise in business transition. I have been involved in developing courses for chartered accountants to deal with all aspects of business transition and have taught this in conjunction with the Canadian Institute of Chartered Accountants (CICA) as well as to the

insurance, legal and investment industries. I have been an invited speaker to the CICA Small Business Practice Forum and for 17 years I was the editor of a column in CA Magazine providing advice to CA practitioners practising outside the national firm environment.

3. A full version of my curriculum vitae is attached as Exhibit "A" to this affidavit.

## II. Background

4. On August 7, 2008 the respondent stopped supplying Nadeau with birds that weighed 2.0 kgs. (average weight) altogether and began supplying Nadeau with only mixed flocks. The delivery schedule of Westco is included in Yves Landry affidavit sworn on September 23, 2008, Exhibit "I".

5. Nadeau requires an average size bird of 1.79 kgs to be used in their 9-cut trade, to allow them to fulfil its contract with [redacted].

6. On August 7, 2008 Nadeau had to buy 9-cut product from other processors to fulfil the [redacted] orders. This was done at no harm to [redacted] and as such no profits were recognized by Nadeau on the sale of the 9-cut product. Nadeau continues to have to buy from other processors to fulfil the [redacted] orders.

7. On October 14, 2008 Nadeau wrote to the Tribunal alleging that the respondent supplied substantially fewer birds than the Interim Order

required. The respondent had increased the size of its birds and therefore supplied fewer birds to Nadeau.

8. On October 16, 2008 the Tribunal issued a Direction to the parties that stated paragraphs 57 and 58 of the interim Supply Order will continue to be expressed in number of live chickens and not in weight of chickens.

## III. Resources

9. On January 22, 2010 the Competition Tribunal found Groupe Westco Inc. had delivered less birds to Nadeau Poultry Farm Limited than had been ordered. The finding was that over the periods A-87 through A-91 there was a shortfall of 933,158 birds.

10. The average weekly number of chickens supplied by Westco for the relevant quota periods was as follows:

| | | |
|---|---|---|
| A-87 | (Sep. 14, 2008 to Nov. 8, 2008) | 125,690 |
| A-88 | (Nov. 9, 2008 to Jan. 3, 2009) | 128,360 |
| A-89 | (Jan. 4, 2009 to Feb. 28, 2009) | 130,028 |
| A-90 | (Mar. 1, 2009 to Apr. 25, 2009) | 134,498 |
| A-91 | (Apr. 26, 2009 to Jun. 20, 2009) | 135,540 (six weeks only) |

11. The Tribunal finding prepared a schedule laying out the shortfall. This schedule has been reproduced at Exhibit "B".

12. Affidavit of Yves Landry, sworn September 23, 2008, which contained the pricing formula with [redacted], this document has been reproduced as Exhibit "C".

13. Affidavit of Tony Tavares, sworn March 14, 2008, which included a letter from [redacted] outlining the kilograms purchased per week on average as 31,171 kgs. This document has been reproduced as Exhibit "D".

14. Live chicken prices of New Brunswick during the periods of A87 to A91. Excerpt is attached as Exhibit "E".

15. Affidavit of Grant Robinson, sworn September 19, 2008, excerpt is attached as Exhibit "F".

## IV. Detailed Comments

16. In arriving at my value calculations I concluded that there are two ways to calculate the loss of property. The first calculation I reviewed was the value of the missing inventory. The second calculation I reviewed was the impact of the lost [redacted] contract as a result of not having the proper sized chickens.

17. In deciding to value the missing inventory I was guided by the example of the loss of a rental building in a fire. I was directed to consider the replacement cost of the inventory, which would be analogous to looking at the replacement cost of the building. I was asked not to consider the loss of contribution on the inventory, similar to not looking at the lost rents in the building loss scenario.

18. The cost of the missing inventory calculation consisted of a quantification of the value of the missing chickens. It was identified by the Tribunal that the total shortfall of chicken was 933,158 from the period of A-87 to A-91. Exhibit B.

| | | |
|---|---|---|
| A-87 | (Sep. 14, 2008 to Nov. 8, 2008) | 125,690 |
| A-88 | (Nov. 9, 2008 to Jan. 3, 2009) | 128,360 |
| A-89 | (Jan. 4, 2009 to Feb. 28, 2009) | 130,028 |
| A-90 | (Mar. 1, 2009 to Apr. 25, 2009) | 134,498 |
| A-91 | (Apr. 26, 2009 to Jun. 20, 2009) | 135,540 (six weeks only) |

19. The second step was to determine the cost of missing live chicken during the same period. Based on the information provided by CFNB the average live price was 1.545 for the period of A-87 to A-91. (This was calculated based on volumes in the different periods).

| | |
|---|---|
| A-87 | 1.603 |
| A-88 | 1.587 |
| A-89 | 1.485 |
| A-90 | 1.509 |
| A-91 | 1.510 |

20. The next step was to determine the average size of missing chicken. In the January 22, 2010 Decision of the Tribunal document 0605, section 19, I confirmed 2.0 kgs was the average size of a chicken used throughout the hearing. I concluded that this would be a fair assumption.

21. I prepared my calculation on Exhibit "G". I took the live price per period and the number of heads per period to calculate an average live price based on volume. I calculated the average live price was $1.545 per kg. I

multiplied $1.545 by 2.0 kgs. to get the average price per chicken $3.09. I took the average price per chicken during the A-87 to A-91 period and multiplied it by the missing chicken 933,158 to get the cost of the missing chicken $2,884,207.

**933,158** birds X $3.09
= 933,158 X (2.0 kgs X $1.545)
= $2,884,207

22. My next step was to look at the impact of the lost [redacted] contract.

23. I then looked at the A-87 through A-91 time period to determine the actual revenues achieved for [redacted] and [redacted] as well as the commodity birds. Assuming a normal product mix and yields I determined that the actual contribution Nadeau Poultry Farm Limited would have realized would have been [redacted]¢ per kg. Exhibit F, part of my affidavit sworn September 19, 2008, calculated that the average gross margin of Nadeau for the time period of July 2007 to June 2008 was $[redacted] per eviscerated kg.

24. A further review of the [redacted] pricing model, provided in Yves Landry's affidavit, indicated that I could better calculate the impact of the lost contract. I reviewed the pricing formula for period A-84. I picked this period because it best matched the period reviewed in detail by me in my original affidavit which covered the period July 2007 to June 2008. Both A-84 and A-85 fell in that period, but to be conservative I took the lower of the two sales prices given the trending of live prices during that period.

The contract indicates that the [redacted] agreed purchase price was $[redacted] per eviscerate kg. I then reviewed the average selling price Nadeau obtained during the period of July 2007 to June 2008 per my affidavit and concluded it was $[redacted] per eviscerated kg. I determined that [redacted] is willing to pay a $[redacted] premium.

25. We reviewed Tony Tavares affidavit to determine what the average kilograms sold to [redacted] were. In Exhibit D, the letter from [redacted] reported the average kilograms purchased were 31,171 per week. The period of shortfall was from A-87 to A-91 which was 38 weeks.

26. As it has become clear in attempting to determine the loss of contribution, it is important that everyone be able to understand the calculation and verify values. Rather than introduce new calculations which would show a higher damage level and lead to a protracted analysis, I felt I could report to the Tribunal using known values. I used the [redacted]¢ per kg gross margin previously accepted by the Tribunal. I used the $[redacted] premium that the [redacted] pricing model indicated that [redacted] was willing to pay. I used the average kilograms sold to [redacted] per Tony Tavares affidavit of 31,171 per week.

27. I wanted to provide a simple measure of the impact on Nadeau Poultry Farm Limited of not receiving the proper sized product. The financial impact of not having the [redacted] sized product available for sale was a lost contribution of $[redacted] to the company.

| | |
|---|---|
| Kilograms sold to [redacted] per week | 31,171 |
| Total weeks affected | 38 weeks |
| Lost margin on [redacted] | $[redacted] |
| Total damages | $[redacted] |

## III. Conclusion

28. Based on the methodology I applied, which I believe is the most transparent methodology available, I have concluded:

(a) Nadeau Poultry Farm Limited was unable to acquire inventory valued at $2,884,207 as a result of the shortfall in birds delivered.

(b) Nadeau Poultry Farm Limited was unable to realize premium contributions on the sale of the [redacted] sized product in the amount of $[redacted].

Sworn before me in the )
City of Guelph )
In the Province of Ontario )
This 26th day of March, 2010)

Commissioner for Taking Oaths, etc.

Grant C. Robinson, FCA

This is Exhibit "A" referred to in the
Affidavit of Grant C. Robinson, FCA
Sworn before me this 26th day of
March, 2010.

A Commissioner, etc.

BDO

Tel: 519 824 5410
Fax: 519 824 5497
Toll-free: 877 236 4835
www.bdo.ca

BDO Canada LLP
512 Woolwich Street
Guelph ON N1H 3X7 Canada

# GRANT C. ROBINSON, FCA
## CURRICULUM VITAE

**AREAS OF PRACTICE:**

Business Transition Planning
Management Consulting
Coaching of Business Executives
Financial Planning
Business Valuations
Estate Planning

**EDUCATION:**

2006 Earned certificate of Family Business Advising from the Family Firm Institute
1998 Achieved CFP designation through the Financial Planners Standards Council of Canada
1991 Designated a Fellow of the Institute of Chartered Accountants for distinguished service
1976 Awarded the Institute of Chartered Accountants of Ontario, C.A. Designation
1973 Earned a BA, Major Economics, University of Guelph

**SUMMARY OF EXPERIENCE:**

A chartered accountant with over 32 years of experience, Mr. Robinson is a partner at BDO Canada LLP. He is a seasoned professional business consultant coaching business owners and executives in the area of business transition, strategic and business decisions, business valuation, estate and wealth planning, governance and communication. Over the years, he has facilitated projects for significant Canadian businesses, many of whom were in a transition process. In addition to his expansive technical and financial backgrounds, he has considerable experience as CFO and CEO in the processing and services industries.

In 1996, Mr. Robinson launched The SuccessCare® Program, a focused, integrated approach to addressing ownership and management transitions issues and then further expanded his focus to guiding and supporting the other professionals who make up the business owner's advisory team. Today, accounting, banking, legal, insurance and wealth management firms engage him to provide professional development programs and coaching for their advisors in the field.

In promoting the success and continuity of entrepreneurial and family-owned business, Mr. Robinson has published a novel, produced a series of audio CD's, and authored a business advisory column for CA Magazine. He has delivered numerous keynote addresses and training workshops on the process of succession planning to industry and professional organizations across the country. In addition he is an active member of CAFÉ, past chair of CAFÉ's National Advocacy Board, past member of CAFÉ's Business Advisors Steering Committee, and a past board member for the Greater Toronto Area chapter. Currently, he is an active member of the global Family Firm Institute and a board member for a number of public companies and not-for-profit community initiatives.

**AFFILIATIONS:**

Institute of Chartered Accountants of Ontario, Fellow
Guelph Chamber of Commerce, Member
Waterloo Wellington Chartered Accountants Association, Member
The Financial Planners Standards Council of Canada, Member
Canadian Association of Family Enterprise, Member
Family Firm Institute, Member
Centre for Family Business, Member

**ACHIEVEMENTS:**

| | |
|---|---|
| 1973 | University of Guelph, BA in Economics |
| 1974 | Robinson, Lott & Brohman, Chartered Accounting Student |
| 1974 | Maple Lodge Farms, Member of Audit Team |
| 1975 | Still Meadow Farms, Member of Audit Team |
| 1976 | Institute of Chartered Accountants of Ontario, C.A. Designation |
| 1977-78 | Arthur Young Bermuda, Staff Chartered Accountant |
| 1979 | Robinson, Lott & Brohman, Partner |
| 1979 | Maple Lodge Farms, Partner-in-Charge of Audit |
| 1980-86 | Institute of Chartered Accountants of Ontario, Practice Inspector |
| 1980-88 | University of Guelph, Dept. of Agriculture Economics, Sessional Lecturer - *(Management, Financial, and Diploma Accounting)* |
| 1981-89 | Waterloo-Wellington Chartered Accountants Association *(President 1987)* |
| 1982 | School of Accountancy, Summer School Teacher |
| 1982-90 | Canadian Institute of Chartered Accountants, Professional Programs Committee *(Chair 1984/85)* |
| 1983 | Guelph & Wellington Credit Union - Testified in Fraud Case. |
| 1983-85 | Canadian Institute of Chartered Accountants, Professional Programs Lecturer |
| 1986 - 2009 | Robinson & Company, Founding Partner |
| 1987-92 | Maple Lodge Farms, Outsourced CFO |
| 1991 | Fellow of the Institute of Chartered Accountants of Ontario |
| 1992 | Import/Export Bureau, Department of External Affairs, Testify at Trade Tribunal *(in the matter of Maple Lodge Farms)* |
| 1992-2008 | CA Magazine - editor of "Business Advisor" column |
| 1995 | Tax Court of Canada, Informal Procedure Case, Testified *(in the matter of Dr. Thomas Costigane)* |
| 1998 | ~~Financial Planners Standards Council of Canada, CFP Designation~~ |
| 2006 | Association for Canadian Publishers, Authored Report "Guiding Publishers to a Successful Transition" |
| 2006 | Family Firm Institute, Certificate in Family Business Advising |
| 2007 | Supreme Court of Nova Scotia, Family Division, Expert Witness (*Lorimer v MacGregor, docket: 1201-060431*) |
| 2008 | Competition Tribunal, Expert Witness, expertise in accounting and in the chicken processing industry (*in the matter of Nadeau Poultry Farm Limited*) |
| 2010 | BDO Canada LLP, Partner |

This is Exhibit "B" referred to in the
Affidavit of Grant C. Robinson, FCA
Sworn before me this 26th day of
March, 2010.

A Commissioner, etc.

[96] Schedule B : Westco's Supply to Nadeau During the Interim Period

| Quota Period | A-87<br>Sept. 14 2008-Nov. 8 2008 | A-88<br>Nov. 9 2008 – Jan.3 2009 | A-89<br>Jan. 4 2009 – Feb. 28 2009 | A-90<br>Mar. 1 2009 – Apr. 25 2009 | A-91<br>Apr. 26 2009 – June 20 2009 |
|---|---|---|---|---|---|
| Number of chickens to be supplied by Westco to Nadeau per week under the Interim Order | 154,980 | 154,980 | 154,980 | 154,980 | 154,980 |
| Westco's Allocation | 2,796,356 kg | 2,659,696 kg | 2,910,233 kg | 2,913,332 kg | 2,992,169 kg |
| Total number of live chickens delivered by Westco to Nadeau | 1,005,522 | 1,026,880 | 1,040,220 | 1,075,982 | 807,238 (first 6 weeks) |
| Average weight of chickens delivered by Westco to Nadeau | 2.233 | 2.288 | 2.217 | 2.295 | 2.326 (first 6 weeks) |
| Calculations – number of chickens Westco could have produced and delivered to Nadeau using actual average weight | 2,796,356 kg÷8 weeks= 349,544.5 kg/week<br><br>349,544.5 kg/week ÷ 2.233 kg= 156,535 chickens/week | 2,659,696 kg ÷8 weeks= 332,462 kg/week<br><br>332,462 kg/week÷ 2.288 kg= 145,306 chickens/week | 2,910,233 kg ÷8 weeks= 363,779 kg/week<br><br>363,779 kg/week ÷ 2.217 kg= 164,086 chickens/week | 2,913,332 kg÷8 weeks= 364,166.5 kg/week<br><br>364,166.5 kg/week÷ 2.295 kg= 158,678 chickens/week | 2,992,169 kg ÷8 weeks= 374,021kg/week<br><br>374,021kg/week÷ 2.326kg= 160,800 chickens/week |

This is Exhibit "C" referred to in the
Affidavit of Grant C. Robinson, FCA
Sworn before me this 26th day of
March, 2010.

A Commissioner, etc.

PUBLIC

This is Exhibit "D" referred to in the
Affidavit of Grant C. Robinson, FCA
Sworn before me this 26th day of
March, 2010.

A Commissioner, etc.

Priszm Canadian Income Fund
[illegible]
Vaughan, ON [illegible]
T (416) 779 [illegible] | priszm.com

Priszm

JANUARY 30, 2008

BY FAX AND MAIL

Nadeau Ferme Avicole Ltée/
Nadeau Poultry Farm Ltd.
2222, rue Commercial
St Francois, N.-B. E7A 1B6

Attention: Anthony Tavares, Chief Executive Officer

Dear Sirs:

Re: **Nadeau Poultry Farm Limited ("Nadeau")**

I write in my capacity as Chief Purchasing Officer for Priszm LP ("Priszm") and as General Manager of Unified Purchasing Group of Canada ("Unified"). Priszm is an income trust that is the largest operator of Kentucky Fried Chicken ("KFC") restaurants in Canada. Priszm operates about 45 KFC restaurants in New Brunswick and Nova Scotia. Unified is a non-profit association, which operates as the purchasing agent for all KFC restaurants in Canada. As General Manager, I oversee purchases, including purchases of fresh chicken for KFC restaurants.

There are a total of 77 KFC restaurants in the Maritimes (including the 49 operated by Priszm). Unified purchases the significant majority of the fresh chicken used in these restaurants from Nadeau. As a rough average, purchases exceed 31,171 kg. of fresh chicken per week.

KFC has a particular specification for its chicken, both as to quality, and as to size. Because of this, and because of the volume of purchases, and the constant turnover we experience, we are always concerned about adequacy of supply. We receive shipments twice each week directly at each restaurant. It is important that the distance from processor to restaurant remain as small as possible in order to maximize freshness. So far, with the number of processors to which we have access, we have been able to obtain all our necessary supplies at an acceptable price from processors located at an acceptable distance from the receiving restaurants.

If events transpire such that Nadeau's plant is shut down, it could have serious repercussions for our business. There would be less competition, which would likely mean that prices would increase. As well, we could have difficulty obtaining adequate supplies. Finally, we would be forced to transport product over greater distances, which would increase transportation and warehousing costs. We might have to take additional steps to ensure optimal freshness, adding to the difficulties and disruptions that we could experience.

At a business lunch a couple of months ago, I told you that, as a customer, we would be opposed to reduced competition in the marketplace. We prefer to see competition among processors maintained at (at least) the current level, for the reasons set out above.

Yours very truly,

PRISZM LP

Stephen Langford
Chief Purchasing Officer

This is Exhibit "E" referred to in the
Affidavit of Grant C. Robinson, FCA
Sworn before me this 26th day of
March, 2010.

A Commissioner, etc.

Agriculture and Agri-Food Canada | Agriculture et Agroalimentaire Canada

Canada

# ANNUAL MOST LIKELY PRICES TO CHICKEN PRODUCERS BY ALLOCATION PERIOD

2008

dollars per kilogram live weight

| Quota Allocation Period | | B.C. | Alta. | Sask. | Man. | Ont. | Que. | N.B. | N.S. | P.E.I. | Nfld. |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Dec 09/07 to Feb 02/08 | A-82 | 1.35 | 1.30 | 1.31 | 1.30 | 1.28 | 1.30 | 1.36 | 1.36 | 1.36 | 1.27 |
| Feb 03/08 to Mar 29/08 | A-83 | 1.36 | 1.31 | 1.33 | 1.32 | 1.29 | 1.31 | 1.38 | 1.38 | 1.38 | 1.27 |
| Mar 30/08 to May 24/08 | A-84 | 1.43 | 1.39 | 1.40 | 1.39 | 1.36 | 1.38 | 1.45 | 1.43 | 1.43 | 1.27 |
| May 25/08 to July 19/08 | A-85 | 1.48 | 1.44 | 1.46 | 1.44 | 1.41 | 1.43 | 1.50 | 1.48 | 1.48 | 1.27 |
| Jul 20/08 to Sep 13/08 | A-86 | 1.53 | 1.49 | 1.50 | 1.48 | 1.45 | 1.47 | 1.54 | 1.50 | 1.50 | 1.27 |
| Sep 14/08 to Nov 8/08 | A-87 | 1.59 | 1.53 | 1.55 | 1.54 | 1.52 | 1.54 | 1.60 | 1.54 | 1.54 | 1.27 |

NB: The Most Likely Price represents the most commonly paid price to producers based on slaughter volumes

- = Unavailable

Source: Chicken Provincial Marketing Boards, compiled by AAFC, Poultry Section

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AIMIS

# ANNUAL MOST LIKELY PRICES TO CHICKEN PRODUCERS BY ALLOCATION PERIOD

2009

dollars per kilogram live weight

| Quota Allocation Period | | B.C. | Alta. | Sask. | Man. | Ont. | Que. | N.B. | N.S. | P.E.I. | Nfld. |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Nov 9/08 to Jan 3/09 | A-88 | 1.57 | 1.52 | 1.54 | 1.53 | 1.50 | 1.52 | 1.59 | 1.60 | 1.60 | 1.27 |
| Jan 4/09 to Feb 28/09 | A-89 | 1.47 | 1.43 | 1.44 | 1.43 | 1.40 | 1.42 | 1.49 | 1.50 | 1.50 | 1.27 |
| Mar 1/09 to Apr 25/09 | A-90 | 1.50 | 1.46 | 1.46 | 1.46 | 1.43 | 1.44 | 1.51 | 1.51 | 1.51 | 1.27 |
| Apr 26/09 to Jun 20/09 | A-91 | 1.50 | 1.46 | 1.47 | 1.46 | 1.43 | 1.45 | 1.51 | 1.51 | 1.51 | 1.27 |
| Jun 21/09 to Aug 15/09 | A-92 | 1.52 | 1.47 | 1.50 | 1.48 | 1.44 | 1.46 | 1.52 | 1.52 | 1.52 | 1.27 |
| Aug 16/09 to Oct10/09 | A-93 | 1.56 | 1.51 | 1.54 | 1.52 | 1.48 | 1.50 | 1.56 | 1.56 | 1.56 | 1.27 |
| Oct11/09 to Dec 05/09 | A-94 | 1.50 | 1.45 | 1.48 | 1.46 | 1.43 | 1.45 | 1.51 | 1.51 | 1.51 | 1.27 |
| Dec 05/09 to Jan 30/10 | A-95 | 1.48 | 1.43 | 1.45 | 1.44 | 1.41 | 1.43 | 1.49 | 1.49 | 1.49 | 1.27 |

NB: The Most Likely Price represents the most commonly paid price to producers based on slaughter volumes

- = Unavailable

Source: Chicken Provincial Marketing Boards, compiled by AAFC, Poultry Section

This is Exhibit "F" referred to in the
Affidavit of Grant C. Robinson, FCA
Sworn before me this 26th day of
March, 2010.

A Commissioner, etc.

**PUBLIC**

This is Exhibit "G" referred to in the
Affidavit of Grant C. Robinson, FCA
Sworn before me this 26th day of
March, 2010.

A Commissioner, etc.

Nadeau Damages Calculation

| Quota Period | A-87 | A-88 | A-89 | A-90 | A-91 (6 weeks) | Total |
|---|---|---|---|---|---|---|
| Number of chickens to be supplied by Westco to Nadeau under the Interim Order per quota period* | 1,239,840 | 1,239,840 | 1,239,840 | 1,239,840 | 929,640 | 5,889,000 |
| Actual number of birds supplied by Westco for ther period* | 1,005,522 | 1,026,880 | 1,040,220 | 1,075,982 | 807,238 | 4,955,842 |
| Shortfall of birds | 234,318 | 212,960 | 199,620 | 163,858 | 122,402 | 933,158 |
| Average weight of birds** | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 |
| Live price of birds*** | 1.603 | 1.587 | 1.485 | 1.509 | 1.510 | 1.545 |
| Total damages**** | $ 751,223.51 | $ 675,935.04 | $ 592,871.40 | $ 494,523.44 | $ 369,654.04 | $ 2,884,207 |

* Nadeau Poultry Farm Limited v. Westco Inc., 2010 Comp Trib 2, Document No: 0605, section (17) and schedule B
** Nadeau Poultry Farm Limited v. Westco Inc., 2010 Comp Trib 2, Document No: 0605, section (19)
*** CFNB live prices, basic price
**** Damages are calculated by (shortfall of birds * average weight * live price of birds)

**PUBLIC**

Competition Tribunal / Tribunal de la concurrence

Canada



# Case Details: CT-2008-004

NOTE: Some of the documents on this web page have been provided by external sources and have been inserted, as received, in the language and format of record.
Questions or comments may be sent by e-mail to: tribunal@ct-tc.gc.ca

**CT-2008-004 ( Nadeau Poultry Farm )**

**Proceeding 1**
**Nadeau Ferme Avicole Limitée/Nadeau Poultry Farm Limited v. Groupe Westco Inc. and Groupe Dynaco, Coopérative Agroalimentaire and Volailles Acadia S.E.C. Volailles Acadia Inc./and Acadia Poultry Inc.**

| | |
|---|---|
| **Section(s):** | Section 75 (RS85, amended 1999 & 2002) - Refusal to deal |
| **Filed on:** | 2008-05-12 |
| **Status:** | Ongoing |

| | |
|---|---|
| **Applicant(s):** | Nadeau Poultry Farm Limited |
| **Respondent(s):** | Groupe Westco Inc.<br>Groupe Dynaco, Coopérative Agroalimentaire<br>Volailles Acadia S.E.C.<br>Acadia Poultry Inc. |

| | |
|---|---|
| **Hearing Date:** | 2008-11-17 |
| **Hearing Location:** | Ottawa |
| **Panel Members:** | Blanchard J.<br>Paul-André Gervais<br>Henri Lanctôt |

**Case Documents**

**Pleading(s)**

| # | Format | Title | Date |
|---|---|---|---|
| 1 | PDF | Notice of Application | 2008-05-12 |
| 2 | PDF | Notice of Application pursuant to section 104 of the Competition Act | 2008-05-14 |
| 22 | PDF | Affidavit of Thomas Soucy date May 29, 2008 (in French only) | 2008-05-29 |
| 25 | PDF | Affidavit of Rémi Faucher dated May 29, 2008 (French only) | 2008-05-29 |
| 27 | PDF | Affidavit of Caroline Cloutier dated May 29, 2008 (French only) | 2008-05-29 |
| 40 | PDF | Supplementary Affidavit of Anthony Tavares | 2008-06-09 |
| 44 | PDF | Written Representations of Groupe Westco Inc. (in French only) | 2008-06-16 |
| 46 | PDF | Written Representations of Groupe Dynaco, Coopérative Agroalimentaire (in French only) | 2008-06-16 |
| 48 | PDF | Written Representations of Groupe Volailles Acadia S.E.C. and Volailles Acadia Inc./Acadia Poultry Inc. (in French only) | 2008-06-16 |
| 67 | PDF | Response of the Respondent Groupe Dynaco, Coopérative Agroalimentaire to the Application pursuant to Section 75 of the Competition Act (in French only) | 2008-06-26 |

| | | | |
|---|---|---|---|
| 74 | PDF | Response of the Respondent Groupe Westco Inc. (in French only) | 2008-06-26 |
| 76 | PDF | Response of the Respondents Volailles Acadia S.E.C. and Volailles Acadia Inc. regarding the Application pursuant to Section 75 of the Competition Act (in French only) | 2008-06-26 |
| 81 | PDF | Reply pursuant to Section 75 of the Competition Act | 2008-07-10 |
| 154 | PDF | Amended Response (in French only) | 2008-09-23 |
| 55 | PDF | Reply submissions of the Applicant | 2008-06-19 |

Other(s)

| # | Format | Title | Date |
|---|---|---|---|
| 142 | PDF | ~~Public version of Motion Record filed by the Applicant for an Order~~ compelling participants to answer questions asked during the Examination for Discovery | 2008-09-17 |
| 144 | PDF | Public version of Notice of Motion filed by Groupe Westco Inc. for an Order compelling participants to answer questions asked during the Examination for Discovery | 2008-09-18 |
| 355 | PDF | Public Version of the Applicant''s Submissions and Compendium | 2008-12-10 |
| 315 | PDF | Motion record of the applicant includes Notice of Motion and Affidavit of Yves Landry sworn November 4, 2008 | 2008-11-05 |
| 323 | PDF | Notice of Motion for directions regarding the interpretation of the Supply Order of June 26, 2008 | 2008-11-06 |
| 324 | PDF | Affidavit of Thomas Soucy of November 5, 2008 (in French only) | 2008-11-06 |
| 362 | PDF | Affidavit of Patrick Noël dated 2008-12-15 (in French only) | 2008-12-15 |
| 369 | PDF | Written Representations of Groupe Dynaco, Coopérative Agroalimentaire (in French only) | 2008-12-17 |
| 370 | PDF | Affidavit of Thomas Soucy dated 2008-12-15 (in French only) | 2008-12-15 |
| 371 | PDF | Responding Motion Record of the Applicant | 2008-12-18 |
| 372 | PDF | Groupe Westco Inc.'s Memorandum of Fact and Law (in French only) | 2008-12-23 |
| 373 | PDF | Argument of Fact and law of Volailles Acadia S.E.C.and Volailles Acadia Inc.(in French only) | 2008-12-02 |
| 380 | PDF | Notice of Motion of Groupe Westco Inc. regarding refusals | 2009-01-08 |
| 383 | PDF | Motion record of the Applicant regarding the Refusals | 2009-01-08 |
| 393 | PDF | Public version of Memorandum of Fact and Law of Group Westco Inc. | 2009-01-23 |
| 4 | PDF | Public Version of the Memorandum of Fact and law of Groupe Dynaco Coopérative Agroalimentaire (in French only) | 2009-02-03 |
| 4 | PDF | Public version of the Memorandum of Fact and Law of the Applicant | 2009-01-27 |
| 4 | PDF | Public version of Argument of Fact and Law of Groupe Volailles Acadia S.E.C. and Volailles Acadia Inc./Acadia Poultry Inc. (in ~~French only~~) | 2009-02-04 |
| 4 | PDF | Public version of the Reply of Volailles Acadia S.E.C.and Volailles Acadia Inc on the Motion dated November 4, 2008 of the Applicant (in French only) | 2009-02-05 |
| 4 | PDF | Public version of the Affidavit of Patrick Noël dated December 15, 2008, filed by Volailles Acadia S.E.C.and Volailles Acadia Inc.(in French only) | 2009-02-05 |
| 4 | PDF | Submissions of Westco concerning the disclosure in the contempt proceeding | 2009-05-21 |
| 4 | PDF | Submissions of the Applicant concerning the Disclosure in the Contempt Proceeding. | 2009-05-21 |
| 4 | PDF | Letter from the Applicant enclosing documents for the Contempt Proceeding and requesting that Westco be required to produce Witness Statements. | 2009-06-19 |

| | | | |
|---|---|---|---|
| [illegible] | PDF | List of Witness for Contempt Proceeding. | 2009-06-19 |
| [illegible] | PDF | Witness Statement of Ms. Denise Boucher. | 2009-06-19 |
| [illegible] | PDF | Witness Statement of Mr. Yves Landry. | 2009-06-19 |
| [illegible] | PDF | Witness Statment of Dr. Rachel Oukama. | 2009-06-19 |
| [illegible]2 | PDF | Written submissions in response to letter dated June 19, 2009 | 2009-06-29 |
| [illegible]3 | PDF | Letter in reply to submissions filed June 29, 2009 | 2009-07-02 |
| [illegible]4 | PDF | Letter in reply to letter dated July 2, 2009 | 2009-07-02 |

**[illegible]cision(s)**

| | Format | Title | Date |
|---|---|---|---|
| [illegible]7 | PDF | Order relating to Matters Considered at the Conference Call of May 22, 2008 | 2008-05-22 |
| [illegible] | PDF | Scheduling Order | 2008-06-11 |
| [illegible] | PDF | Confidentiality Order - On Consent of the Parties | 2008-06-26 |
| [illegible] | PDF | Reasons for Order and Order allowing an Application for Interim Relief under Section 104 of the Competition Act | 2008-06-26 |
| [illegible] | PDF | Order Relating to Matters Considered at the Conference Call of September 5, 2008. | 2008-09-05 |
| [illegible]1 | PDF | Order dated October 10, 2008 Regarding Matters Arising from Examinations for Discovery | 2008-10-10 |
| [illegible] | PDF | Scheduling Order For Pre-hearing Procedures Relating to the Applicant"s Motion for Show Cause Order and the Respondent"s Motion for an Order or Direction Regarding the Tribunal"s Interim Supply Order | 2008-11-28 |
| 321 | PDF | Order Relating to Nadeau's Motion for a Show Cause order | 2008-11-05 |
| 329 | PDF | Order relating to Matters considered at the hearing management conference of November 6, 2008 | 2008-11-07 |
| 33[illegible] | PDF | Order relating to Objections to the Applicant',s Reply Witness Statements and Expert Reports | 2008-11-07 |
| 37[illegible] | PDF | Order dated January 8, 2009 regarding Matters arising from Cross-examination in the Contempt and Interpretation Motions | 2009-01-08 |
| 45[illegible] | PDF | Reasons for Order and Order Regarding Applicant's Motion for a Show Cause Order | 2009-02-26 |
| 4[illegible]8 | PDF | Order regarding disclosure by the Applicant in the contempt proceeding | 2009-06-04 |
| [illegible]9 | PDF | Order Regarding Disclosure by the Respondent Groupe Westco Inc. in the Contempt Proceeding | 2009-07-09 |
| [illegible] | PDF | Order Relating to Matters Considered at the Case Management Conference of July 13, 2009 | 2009-07-14 |
| 49[illegible] | PDF | Order relating to matters considered at the Case Management conference of July 13, 2009 with respect to the Contempt proceeding | 2009-07-14 |
| 50[illegible] | PDF | Amended Scheduling Order | 2009-07-21 |
| 51[illegible] | PDF | Direction to the parties with respect to a public version of the Tribunal's Reasons for Order and Order of June 8, 2009 | 2009-08-04 |
| 515 | PDF | Order relating to a Public version of the Tribunal's Confidential Reasons for Order and Order of June 8, 2009 | 2009-08-04 |
| [illegible] | PDF | Reasons for Order and Order | 2009-06-08 |
| [illegible] | PDF | Order Granting the Respondents an Extension of Time to File Materials Relating to Costs and Granting the Applicant's Request with Respect to a Public Version of the Tribunal's Order of June 8, 2009 | 2009-08-07 |
| 5[illegible]5 | PDF | Order Granting the Applicant's request to Respond to Respondent's Letter of July 31, 2009 in the Contempt Proceeding | 2009-08-10 |
| | | Order Regarding the Disclosure of Documents Over Which the | |

| | | | |
|---|---|---|---|
| 539 | PDF | Applicant has Claimed Solicitor-Client Privilege | 2009-08-13 |
| 562 | PDF | Order regarding disclosure by the Applicant in the contempt proceeding | 2009-09-01 |
| 574 | PDF | Re-amended Scheduling Order | 2009-09-23 |
| 603 | PDF | Reasons for Order and Order Dealing With Questions About Costs Issues | 2010-01-21 |
| 608 | PDF | Reasons for Order and Contempt Order (Public Version) | 2010-01-22 |
| 612 | PDF | Order Refusing Westco's Request to Adjourn the Sentencing Hearing Pending the Determination of its Appeal from the Tribunal's Contempt Order | 2010-02-19 |
| 632 | PDF | Scheduling Order For Sentencing hearing | 2010-03-15 |
| 641 | PDF | Order Dismissing Westco's Motion for an Order or Direction Regarding the Interpretation of the Tribunal's Interim Supply Order | 2010-03-18 |

Date Modified:2008-12-14

# SCHEDULE "B"

SOUCY VERSION PUBLIC

File No.: CT-2008-004
Registry Document No.: .....

# COMPETITION TRIBUNAL

**IN THE MATTER** of the *Competition Act*, R.S.C. 1985, c. C-34, as amended

**AND IN THE MATTER** of an Application by Nadeau Ferme Avicole Limitée/ Nadeau Poultry Farm Limited for an Order pursuant to section 75 of the *Competition Act*.

**AND IN THE MATTER** of an Application by Nadeau Ferme Avicole Limitée/Nadeau Poultry Farm Limited for an Interim Order pursuant to section 104 of the *Competition Act;*

**AND IN THE MATTER** of a Motion by Nadeau Ferme Avicole Limitée/Nadeau Poultry Farm Limited for a Show Cause Order;

**AND IN THE MATTER** of a Motion by the Respondent Groupe Westco Inc. for an Order or Direction regarding the Tribunal's Interim Supply Order;

BETWEEN:

**NADEAU FERME AVICOLE LIMITÉE/ NADEAU POULTRY FARM LIMITED**

Applicant

AND

**GROUPE WESTCO INC. AND GROUPE DYNACO, COOPÉRATIVE AGROALIMENTAIRE AND VOLAILLES ACADIA S.E.C. AND VOLAILLES ACADIA INC./ACADIA POULTRY INC.**

Respondents

## AFFIDAVIT OF GRANT C. ROBINSON
(sworn March 26, 2010)

**I, GRANT C. ROBINSON, FCA**, of the City of Guelph in the Province of Ontario, **MAKE OATH AND SAY** as follows:

## I. Introduction

1. I have been asked to look at the impact of fewer birds being delivered by the respondent to Nadeau Poultry Farm Limited under the June 26, 2008 Interim Order. The interim order indicated that:

> [57] The Respondents are to continue to supply the Applicant with live chickens on the usual trade terms at the current level of weekly supply, namely 271,350 live chickens.
>
> [58] This requirement to supply will last until a final decision is made on the merits of the application under section 75 of the Act. The volume of supply is to be reduced by 25,000 live chickens per week upon the first delivery of the live chickens to the Applicant expected from Nova Scotia in September 2008 and further reduced by any other supply of live chickens the Applicant may secure during this interim period.

2. The following is a summary of my qualifications in the area of Accounting and Strategic Planning. I am a Fellow of the Institute of Chartered Accountants of Ontario. I received my CA designation in 1976. I have been involved with Maple Lodge Farms Ltd. as an outsource C.F.O. from 1986 through 1992. I was involved with Maple Lodge Farms Ltd. as part of the negotiating team in 1989 in the acquisition of Nadeau Poultry Farms Limited from the Nadeau family. I testified at an industry tribunal in Ottawa in 1992. I have expertise in business transition. I have been involved in developing courses for chartered accountants to deal with all aspects of business transition and have taught this in conjunction with the Canadian Institute of Chartered Accountants (CICA) as well as to the

insurance, legal and investment industries. I have been an invited speaker to the CICA Small Business Practice Forum and for 17 years I was the editor of a column in CA Magazine providing advice to CA practitioners practising outside the national firm environment.

3. A full version of my curriculum vitae is attached as Exhibit "A" to this affidavit.

## II. Background

4. On August 7, 2008 the respondent stopped supplying Nadeau with birds that weighed 2.0 kgs. (average weight) altogether and began supplying Nadeau with only mixed flocks. The delivery schedule of Westco is included in Yves Landry affidavit sworn on September 23, 2008, Exhibit "I".

5. Nadeau requires an average size bird of 1.79 kgs to be used in their 9-cut trade, to allow them to fulfil its contract with [redacted].

6. On August 7, 2008 Nadeau had to buy 9-cut product from other processors to fulfil the [redacted] orders. This was done at no harm to [redacted] and as such no profits were recognized by Nadeau on the sale of the 9-cut product. Nadeau continues to have to buy from other processors to fulfil the [redacted] orders.

7. On October 14, 2008 Nadeau wrote to the Tribunal alleging that the respondent supplied substantially fewer birds than the Interim Order

required. The respondent had increased the size of its birds and therefore supplied fewer birds to Nadeau.

8. On October 16, 2008 the Tribunal issued a Direction to the parties that stated paragraphs 57 and 58 of the interim Supply Order will continue to be expressed in number of live chickens and not in weight of chickens.

## III. Resources

9. On January 22, 2010 the Competition Tribunal found Groupe Westco Inc. had delivered less birds to Nadeau Poultry Farm Limited than had been ordered. The finding was that over the periods A-87 through A-91 there was a shortfall of 933,158 birds.

10. The average weekly number of chickens supplied by Westco for the relevant quota periods was as follows:

| | | |
|---|---|---|
| A-87 | (Sep. 14, 2008 to Nov. 8, 2008) | 125,690 |
| A-88 | (Nov. 9, 2008 to Jan. 3, 2009) | 128,360 |
| A-89 | (Jan. 4, 2009 to Feb. 28, 2009) | 130,028 |
| A-90 | (Mar. 1, 2009 to Apr. 25, 2009) | 134,498 |
| A-91 | (Apr. 26, 2009 to Jun. 20, 2009) | 135,540 (six weeks only) |

11. The Tribunal finding prepared a schedule laying out the shortfall. This schedule has been reproduced at Exhibit "B".

12. Affidavit of Yves Landry, sworn September 23, 2008, which contained the pricing formula with [redacted] this document has been reproduced as Exhibit "C".

13. Affidavit of Tony Tavares, sworn March 14, 2008, which included a letter from [redacted] outlining the kilograms purchased per week on average as 31,171 kgs. This document has been reproduced as Exhibit "D".

14. Live chicken prices of New Brunswick during the periods of A87 to A91. Excerpt is attached as Exhibit "E".

15. Affidavit of Grant Robinson, sworn September 19, 2008, excerpt is attached as Exhibit "F".

## IV. Detailed Comments

16. In arriving at my value calculations I concluded that there are two ways to calculate the loss of property. The first calculation I reviewed was the value of the missing inventory. The second calculation I reviewed was the impact of the lost [redacted] contract as a result of not having the proper sized chickens.

17. In deciding to value the missing inventory I was guided by the example of the loss of a rental building in a fire. I was directed to consider the replacement cost of the inventory, which would be analogous to looking at the replacement cost of the building. I was asked not to consider the loss of contribution on the inventory, similar to not looking at the lost rents in the building loss scenario.

18. The cost of the missing inventory calculation consisted of a quantification of the value of the missing chickens. It was identified by the Tribunal that the total shortfall of chicken was 933,158 from the period of A-87 to A-91. Exhibit B.

| | | |
|---|---|---|
| A-87 | (Sep. 14, 2008 to Nov. 8, 2008) | 125,690 |
| A-88 | (Nov. 9, 2008 to Jan. 3, 2009) | 128,360 |
| A-89 | (Jan. 4, 2009 to Feb. 28, 2009) | 130,028 |
| A-90 | (Mar. 1, 2009 to Apr. 25, 2009) | 134,498 |
| A-91 | (Apr. 26, 2009 to Jun. 20, 2009) | 135,540 (six weeks only) |

19. The second step was to determine the cost of missing live chicken during the same period. Based on the information provided by CFNB the average live price was 1.545 for the period of A-87 to A-91. (This was calculated based on volumes in the different periods).

| | |
|---|---|
| A-87 | 1.603 |
| A-88 | 1.587 |
| A-89 | 1.485 |
| A-90 | 1.509 |
| A-91 | 1.510 |

20. The next step was to determine the average size of missing chicken. In the January 22, 2010 Decision of the Tribunal document 0605, section 19, I confirmed 2.0 kgs was the average size of a chicken used throughout the hearing. I concluded that this would be a fair assumption.

21. I prepared my calculation on Exhibit "G". I took the live price per period and the number of heads per period to calculate an average live price based on volume. I calculated the average live price was $1.545 per kg. I

multiplied $1.545 by 2.0 kgs. to get the average price per chicken $3.09. I took the average price per chicken during the A-87 to A-91 period and multiplied it by the missing chicken 933,158 to get the cost of the missing chicken $2,884,207.

**933,158** birds X $3.09
= 933,158 X (2.0 kgs X $1.545)
= **$2,884,207**

22. My next step was to look at the impact of the lost [redacted] contract.

23. I then looked at the A-87 through A-91 time period to determine the actual revenues achieved for [redacted] and [redacted] birds as well as the commodity birds. Assuming a normal product mix and yields I determined that the actual contribution Nadeau Poultry Farm Limited would have realized would have been [redacted]¢ per kg. Exhibit F, part of my affidavit sworn September 19, 2008, calculated that the average gross margin of Nadeau for the time period of July 2007 to June 2008 was $[redacted] per eviscerated kg.

24. A further review of the [redacted] pricing model, provided in Yves Landry's affidavit, indicated that I could better calculate the impact of the lost contract. I reviewed the pricing formula for period A-84. I picked this period because it best matched the period reviewed in detail by me in my original affidavit which covered the period July 2007 to June 2008. Both A-84 and A-85 fell in that period, but to be conservative I took the lower of the two sales prices given the trending of live prices during that period.

The contract indicates that the [redacted] agreed purchase price was $[redacted] per eviscerate kg. I then reviewed the average selling price Nadeau obtained during the period of July 2007 to June 2008 per my affidavit and concluded it was $[redacted] per eviscerated kg. I determined that [redacted] is willing to pay a $[redacted] premium.

25. We reviewed Tony Tavares affidavit to determine what the average kilograms sold to [redacted] were. In Exhibit D, the letter from [redacted] reported the average kilograms purchased were 31,171 per week. The period of shortfall was from A-87 to A-91 which was 38 weeks.

26. As it has become clear in attempting to determine the loss of contribution, it is important that everyone be able to understand the calculation and verify values. Rather than introduce new calculations which would show a higher damage level and lead to a protracted analysis, I felt I could report to the Tribunal using known values. I used the [redacted]¢ per kg gross margin previously accepted by the Tribunal. I used the $[redacted] premium that the [redacted] pricing model indicated that [redacted] was willing to pay. I used the average kilograms sold to [redacted] per Tony Tavares affidavit of 31,171 per week.

27. I wanted to provide a simple measure of the impact on Nadeau Poultry Farm Limited of not receiving the proper sized product. The financial impact of not having the [redacted] sized product available for sale was a lost contribution of [redacted] to the company.

| | |
|---|---|
| Kilograms sold to [redacted] per week | 31,171 |
| Weeks affected | 38 weeks |
| Lost margin on [redacted] | $[redacted] |
| Total damages | $[redacted] |

## III. Conclusion

28. Based on the methodology I applied, which I believe is the most transparent methodology available, I have concluded:

(a) Nadeau Poultry Farm Limited was unable to acquire inventory valued at $2,884,207 as a result of the shortfall in birds delivered.

(b) Nadeau Poultry Farm Limited was unable to realize premium contributions on the sale of the [redacted] sized product in the amount of $[redacted]

Sworn before me )
City of Guelph )
In the Province )
This 26th day of March, 2010)

Commissioner for Taking Oaths, etc.

Grant C. Robinson, FCA

This is Exhibit "A" referred to in the
Affidavit of Grant C. Robinson, FCA
Sworn before me this 26th day of
March, 2010.

A Commissioner, etc.

**AFFILIATIONS:**

Institute of Chartered Accountants of Ontario, Fellow
Guelph Chamber of Commerce, Member
Waterloo Wellington Chartered Accountants Association, Member
The Financial Planners Standards Council of Canada, Member
Canadian Association of Family Enterprise, Member
Family Firm Institute, Member
Centre for Family Business, Member

**ACHIEVEMENTS:**

| | |
|---|---|
| 1973 | University of Guelph, BA in Economics |
| 1974 | Robinson, Lott & Brohman, Chartered Accounting Student |
| 1974 | Maple Lodge Farms, Member of Audit Team |
| 1975 | Still Meadow Farms, Member of Audit Team |
| 1976 | Institute of Chartered Accountants of Ontario, C.A. Designation |
| 1977-78 | Arthur Young, Bermuda, Staff Chartered Accountant |
| 1979 | Robinson, Lott & Brohman, Partner |
| 1979 | Maple Lodge Farms, Partner-in-Charge of Audit |
| 1980-86 | Institute of Chartered Accountants of Ontario, Practice Inspector |
| 1980-88 | University of Guelph, Dept. of Agriculture Economics, Sessional Lecturer - *(Management, Financial, and Diploma Accounting)* |
| 1981-89 | Waterloo-Wellington Chartered Accountants Association *(President 1987)* |
| 1982 | School of Accountancy, Summer School Teacher |
| 1982-90 | Canadian Institute of Chartered Accountants, Professional Programs Committee *(Chair 1984/85)* |
| 1983 | Guelph & Wellington Credit Union - Testified in Fraud Case. |
| 1983-85 | Canadian Institute of Chartered Accountants, Professional Programs Lecturer |
| 1986 - 2009 | Robinson & Company, Founding Partner |
| 1987-92 | Maple Lodge Farms, Outsourced CFO |
| 1991 | Fellow, Institute of Chartered Accountants of Ontario |
| 1992 | Trade Expert Bureau, Department of External Affairs, Testify at Trade Tribunal *(in the matter of Maple Lodge Farms)* |
| 1992-2008 | Canadian Grocer, Editor of "Business Advisor" column |
| 1995 | Tax Court of Canada, Informal Procedure Case, Testified *(in the matter of Dr. Thomas Cox)* |
| 1998 | Financial Standards Council of Canada, CFP Designation |
| 2006 | Association of Canadian Publishers, Authored Report "Guiding Publishers to a Succession Transition" |
| 2006 | Family Firm Institute, Certificate in Family Business Advising |
| 2007 | Supreme Court of Nova Scotia, Family Division, Expert Witness (*Lorimer v Lorimer: 1201-060431*) |
| 2 | Tax Court of Canada, Informal, Expert Witness, expertise in accounting and in the [illegible] Farming industry (*in the matter of Nadeau Poultry Farm Limited*) |
| 2 | [illegible] Partner |

This is Exhibit "B" referred to in the
Affidavit of Grant C. Robinson, FCA
Sworn before me this 26th day of
March, 2010.

A Commissioner, etc.

[96] Schedule B : Westco's Supply to Nadeau During the Interim Period

| Quota Period | A-87<br>Sept. 14 2008–Nov. 8<br>2008 | A-88<br>Nov. 9 2008 – Jan. 3<br>2009 | A-89<br>Jan. 4 2009 – Feb. 28<br>2009 | A-90<br>Mar. 1 2009 – Apr. 25<br>2009 | A-91<br>Apr. 26 2009 – June<br>20 2009 |
|---|---|---|---|---|---|
| Number of chickens to be supplied by Westco to Nadeau per week under the Interim Order | [illegible] | [illegible] | [illegible] | [illegible] | 154,980 |
| Westco's Allocation | 2,796,356 kg | 2,659,696 kg | 2,910,233 kg | 2,913,332 kg | 2,992,169 kg |
| Total number of live chickens delivered by Westco to Nadeau | 1,005,522 | 1,026,880 | 1,040,220 | 1,075,982 | 807,238 (first 6 weeks) |
| Average weight of chickens delivered by Westco to Nadeau | 2.233 | 2.288 | 2.217 | 2.295 | 2.326 (first 6 weeks) |
| Calculations – number of chickens Westco could have produced and delivered to Nadeau using actual average weight | 2,796,356 kg÷8 weeks= 349,544.5 kg/week<br><br>349,544.5 kg/week ÷ 2.233 kg= 156,535 chickens/week | 2,659,696 kg ÷8 weeks= 332,462 kg/week<br><br>332,462 kg/week÷ 2.288 kg= 145,306 chickens/week | 2,910,233 kg ÷8 weeks= 363,779 kg/week<br><br>363,779 kg/week ÷ 2.217 kg= 164,086 chickens/week | 2,913,332 kg÷8 weeks= 364,166.5 kg/week<br><br>364,166.5 kg/week÷ 2.295 kg= 158,678 chickens/week | 2,992,169 kg ÷8 weeks= 374,021kg/week<br><br>374,021kg/week÷ 2.326kg= 160,800 chickens/week |

This is Exhibit "C" referred to in the
Affidavit of Grant C. Robinson, FCA
Sworn before me this 26th day of
March, 2010.

A Commissioner, etc.

CONFIDENTIAL
LEVEL A

This is Exhibit "D" referred to in the
Affidavit of Grant C. Robinson, FCA
Sworn before me this 26th day of
March, 2010.

A Commissioner, etc.

Priszm Canadian Income Fund
[illegible]
Vaughan, ON L4K 5W8
[illegible]

JANUARY 30, 2008

BY FAX AND MAIL

Nadeau Ferme Avicole Ltée/
Nadeau Poultry Farm Ltd.
4222, rue Commercial
St Francois, N.-B. E7A 1B6

Attention: Anthony Tavares, Chief Executive Officer

Dear Sirs:

Re: **Nadeau Poultry Farm Limited ("Nadeau")**

I write in my capacity as Chief Purchasing Officer for Priszm LP ("Priszm") and as General Manager of Unified Purchasing Group of Canada ("Unified"). Priszm is an income trust that is the largest operator of Kentucky Fried Chicken ("KFC") restaurants in Canada. Priszm operates about 45 KFC restaurants in New Brunswick and Nova Scotia. Unified is a non-profit association, which operates as the purchasing agent for all KFC restaurants in Canada. As General Manager, I oversee purchases, including purchases of fresh chicken for KFC restaurants.

There are a total of 77 KFC restaurants in the Maritimes (including the 49 operated by Priszm). Unified purchases the significant majority of the fresh chicken used in these restaurants from Nadeau. As a rough average, purchases exceed 31,171 kg. of fresh chicken per week.

KFC has a particular specification for its chicken, both as to quality, and as to size. Because of this, and because of the volume of purchases, and the constant turnover we experience, we are always concerned about adequacy of supply. We receive shipments twice each week directly at each restaurant. It is important that the distance from processor to restaurant remain as small as possible in order to maximize freshness. So far, with the number of processors to which we have access, we have been able to obtain all our necessary supplies at an acceptable price from processors located at an acceptable distance from the receiving restaurants.

If events transpire such that Nadeau's plant is shut down, it could have serious repercussions for our business. There would be less competition, which would likely mean that prices would increase. As well, we could have difficulty obtaining adequate supplies. Finally, we would be forced to transport product over greater distances, which would increase transportation and processing costs. We might have to take additional steps to ensure optimal freshness, and [illegible] to the [illegible] loss and disruptions that we could experience.

At a business lunch a couple of months ago, I told you that, as a customer, we would be opposed to reduced competition in the marketplace. We prefer to see competition among processors maintained at (at least) the current level, for the reasons set out above.

Yours very truly,

PRISZM LP

Stephen Langford
Chief Purchasing Officer

This is Exhibit "E" referred to in the Affidavit of Grant C. Robinson, FCA Sworn before me this 26th day of March, 2010.

A Commissioner, etc.

Agriculture and Agri-Food Canada / Agriculture et Agroalimentaire Canada

Canada

ANNUAL MOST LIKELY PRICES TO CHICKEN PRODUCERS BY ALLOCATION PERIOD

2008

dollars per kilogram live weight

| Quota Allocation Period | | B.C. | Alta. | Sask. | Man. | Ont. | Que. | N.B. | N.S. | P.E.I. | Nfld. |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Dec 09/07 to Feb 02/08 | A-83 | 1.35 | 1.30 | 1.31 | 1.30 | 1.28 | 1.30 | 1.36 | 1.36 | 1.36 | 1.27 |
| Feb 03/08 to Mar 29/08 | A-84 | 1.35 | 1.31 | 1.33 | 1.32 | 1.29 | 1.31 | 1.38 | 1.38 | 1.38 | 1.27 |
| Mar 30/08 to May 24/08 | A-84 | 1.43 | 1.39 | 1.40 | 1.39 | 1.36 | 1.38 | 1.45 | 1.43 | 1.43 | 1.27 |
| May 25/08 to July 19/08 | A-85 | 1.48 | 1.44 | 1.46 | 1.44 | 1.41 | 1.43 | 1.50 | 1.48 | 1.48 | 1.27 |
| Jul 20/08 to Sep 13/08 | A-86 | 1.53 | 1.49 | 1.50 | 1.48 | 1.45 | 1.47 | 1.54 | 1.50 | 1.50 | 1.27 |
| Sep 14/08 to Nov 8/08 | A-87 | 1.59 | 1.53 | 1.55 | 1.54 | 1.52 | 1.54 | 1.60 | 1.54 | 1.54 | 1.27 |

NB: The Most Likely Price represents the most commonly paid price to producers based on slaughter volumes

- = Unavailable

Source: Chicken Provincial Marketing Boards, compiled by AAFC, Poultry Section

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AIMIS

Agriculture and Agri-Food Canada | Agriculture et Agroalimentaire Canada

Canada

## ANNUAL MARKET ALLOCATION TO CHICKEN PRODUCERS BY ALLOCATION PERIOD

2009

dollars per kilogram live weight

| Quota Allocation Period | | B.C. | Alta. | Sask. | Man. | Ont. | Que. | N.B. | N.S. | P.E.I. | Nfld. |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Nov 9/08 to Jan 3/09 | A-88 | 1.57 | 1.52 | 1.54 | 1.53 | 1.50 | 1.52 | 1.59 | 1.60 | 1.60 | 1.27 |
| Jan 4/09 to Feb 28/09 | A-89 | 1.47 | 1.43 | 1.44 | 1.43 | 1.40 | 1.42 | 1.49 | 1.50 | 1.50 | 1.27 |
| Mar 1/09 to Apr 25/09 | A-90 | 1.50 | 1.46 | 1.46 | 1.46 | 1.43 | 1.44 | 1.51 | 1.51 | 1.51 | 1.27 |
| Apr 26/09 to Jun 20/09 | A-91 | 1.50 | 1.46 | 1.47 | 1.46 | 1.43 | 1.45 | 1.51 | 1.51 | 1.51 | 1.27 |
| Jun 21/09 to Aug 15/09 | A-92 | 1.52 | 1.47 | 1.50 | 1.48 | 1.44 | 1.46 | 1.52 | 1.52 | 1.52 | 1.27 |
| Aug 16/09 to Oct 10/09 | A-93 | 1.50 | 1.45 | 1.54 | 1.52 | 1.48 | 1.50 | 1.56 | 1.56 | 1.56 | 1.27 |
| Oct 11/09 to Dec 05/09 | A-94 | 1.50 | 1.45 | 1.48 | 1.46 | 1.43 | 1.45 | 1.51 | 1.51 | 1.51 | 1.27 |
| Dec 05/09 to Jan 30/10 | A-95 | 1.48 | 1.43 | 1.45 | 1.44 | 1.41 | 1.43 | 1.49 | 1.49 | 1.49 | 1.27 |

NB: The Most Likely Price represents the most commonly paid price to producers based on slaughter volumes

- = Unavailable

Source: Chicken Provincial Marketing Boards, compiled by AAFC, Poultry Section

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This is Exhibit "F" referred to in the
Affidavit of Grant C. Robinson, FCA
Sworn before me this 26th day of
March, 2010.

A Commissioner, etc.

CONFIDENTIAL
LEVEL A

This is Exhibit "G" referred to in the
Affidavit of Grant C. Robinson, FCA
Sworn before me this 26th day of
March, 2010.

A Commissioner, etc.

Nadeau Damages Calculation

| Quota Period | A-87 | A-88 | A-89 | A-90 | A-91 (6 weeks) | Total |
|---|---|---|---|---|---|---|
| Number of chickens to be supplied by Westco to Nadeau under the Interim Order per quota period* | 1,239,840 | 1,239,840 | 1,239,840 | 1,239,840 | 929,640 | 5,889,000 |
| Actual number of birds supplied by Westco for ther period* | 1,005,522 | 1,026,880 | 1,040,220 | 1,075,982 | 807,238 | 4,955,842 |
| Shortfall of birds | 234,318 | 212,960 | 199,620 | 163,858 | 122,402 | 933,158 |
| Average weight of birds** | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 | 2.00 |
| Live price of birds*** | 1.603 | 1.587 | 1.485 | 1.509 | 1.510 | 1.545 |
| Total damages**** | $ 751,223.51 | $ 675,935.04 | $ 592,871.40 | $ 494,523.44 | $ 369,654.04 | $ 2,884,207 |

* Nadeau Poultry Farm Limited v. Westco Inc., 2010 Comp Trib 2, Document No: 0605, section (17) and schedule B
** Nadeau Poultry Farm Limited v. Westco Inc., 2010 Comp Trib 2, Document No: 0605, section (19)
*** CFNB live prices, basic price
**** Damages are calculated by (shortfall of birds * average weight * live price of birds)

# SCHEDULE "C"

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BY EMAIL

Montréal, February 17, 2010

Mr. Joseph LaRose
Competition Tribunal
Thomas D'Arcy McGee Building
#600-90 Sparks Street
Ottawa, ON K1P 5B4

Dear Mr. LaRose:

**Re : Nadeau Poultry Farm Limited ("Nadeau") v. Groupe Westco Inc. ("Westco") et al.**
**Tribunal File No. CT-2008-004**

We are in receipt of Nadeau's letter of February 16, 2010 opposing Westco's request for an adjournment of the sentencing hearing pending the appeal of the *Reasons for Order and Contempt Order* issued January 22, 2010.

Other than to indicate summarily that contempt proceedings are to be dealt with "expeditiously", and that it is not customary in criminal proceedings to delay sentencing pending appeal, Nadeau offers no principled or justifiable basis for opposing Westco's request.

The jurisprudence cited by Nadeau does not stand as authority for the proposition that Nadeau advances, i.e. that a sentencing hearing should proceed regardless of whether an appeal of the finding of contempt has been filed. In *Merck v. Apotex*, the Federal Court of Appeal did not turn its mind to the issue of an adjournment as it clearly was not seized of the matter. In *R. v. Cardin*, the Quebec Court of Appeal was called upon to determine whether a trial judge was justified in postponing a sentencing hearing for more than three years in a situation in which the accused plead guilty and no appeal was filed. These decisions are wholly irrelevant to the present matter.

Nadeau does not deny that the sentencing hearing will require significant preparation on the part of all parties involved. To the contrary, Nadeau notes that it intends to call complex expert

testimony as to the prejudice suffered by Nadeau. Under the circumstances, Nadeau's assertion that the sentencing hearing will last only two days is very likely unrealistic. Nadeau, moreover, does not address the issue that a successful appeal would render moot any further proceedings in the matter.

It is thus readily apparent from Nadeau's letter that proceeding with the sentencing hearing at this time, pending appeal, could result in the waste of scarce legal and judicial resources as well as those of the parties. As the Federal Court of Appeal has noted, the interests of justice favour an adjournment in cases such as this. Its decision in *Monit International Inc. v. Canada* is particularly apposite:

> When the Federal Court of Canada agrees, as it did here, to split a trial into two parts -- one on liability, and then, if applicable, one on the assessment of damages -- it seems to me that the interests of justice will generally be better served if the second part is stayed while the Federal Court of Appeal deals with the appeal on a priority basis.[1]

While in *Monit* the Court was dealing with the appeal of a finding of liability in civil proceedings that had been bifurcated, the rationale relied upon is equally applicable to the adjournment of the sentencing hearing in the context of contempt proceedings in which guilt is assessed separately from penalty.

We are also concerned that Nadeau may somehow be suggesting that Westco should delay launching any appeal pending a determination on the sentencing issue and then appeal both the finding of contempt as well as the sentence (if applicable). As the Tribunal will be aware, this is not a situation in which the Tribunal issued reasons with a formal judgment to follow at the conclusion of the entire matter (as is sometimes the Tribunal's practice and as was the case in *Commissioner of Competition v. Sears Canada Inc.*, 2005, Comp. Trib. 13 – *Order With Respect to Reasons for Order dated January 11, 2005 and Administrative Monetary Penalty and Costs*, issued April 1, 2005). It is, in Westco's view, without doubt, that the Tribunal issued a final order in the present matter on January 22, 2010. The time period within which Westco may launch an appeal (as provided in the *Competition Tribunal Act* and the *Federal Courts Act*) is now running. The delay of the time limit in which to launch an appeal that was applicable in *Sears* is not applicable in this case.

On the issue of further disclosure of documents, we are deeply concerned that Nadeau is now resisting that further disclosure. As the Tribunal will recall, this was an issue raised by Westco

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[1] 2004 FCA 108, at para. 7.

on numerous occasions leading to the hearing of the contempt matter. It causes us concern to learn that Nadeau now intends to resist the very disclosure that was deferred to this stage of the proceedings. In Nadeau's letter the following statement is made:

> It is Nadeau's intention to lead evidence as to the impact on it of Westco's contempt. The information upon which such evidence would be based, including the financial data, is not new. It has already been disclosed, either in the main hearing or during the course of the contempt proceedings. Our present intention is to call two witnesses for this purpose, namely a representative of Nadeau (either Yves Landry or Denise Boucher), and Mr. Grant Robinson.

At a very minimum, Nadeau ought to disclose precisely which evidence and financial data upon which it intends to rely. Justice Simpson, in her *Order Relating to Nadeau's Motion for a Show Cause Order*, noted (at para 3):

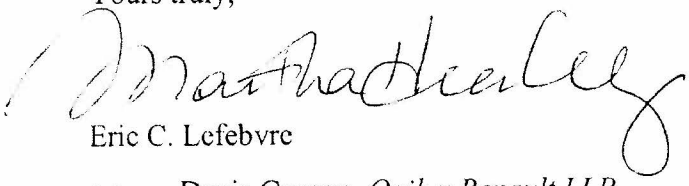
> AND UPON reviewing the affidavit of Yves Landry sworn on November 4, 2008 in support of the Motion and noting that the Motion does not appear to be urgent because:
>
> (i) The problem with shortfalls in numbers of chickens supplied began in mid-September 2008 and no motion has been brought until now;
>
> (ii) The Applicant's allegations of harm caused by the shortfalls are vague and not supported by any document in evidence.
>
> (emphasis added)

Mr. Robinson's evidence during the main hearing did not address the matter at issue in the sentencing hearing. Further, Westco's consistent and ongoing efforts to obtain the background information upon which unsubstantiated statements of alleged financial impact were made in Mr. Landry's affidavit in connection with the contempt proceeding have all been resisted by Nadeau to this point. Disclosure remains a central issue to be addressed in advance of the next stage of the proceedings.

In view of the foregoing and having regard to the interests of justice, we thus repeat our request to the Tribunal that the sentencing hearing be scheduled and heard once the appeal is determined and that Nadeau be required to provide full disclosure of any documents and evidence upon which it intends to rely well in advance of the hearing.

As stated previously, we remain available to discuss this matter further with the Tribunal and to prepare and file a motion for an adjournment following the Tribunal's formal procedure should the Tribunal so require.

Yours truly,



Eric C. Lefebvre

c.c. Denis Gascon, *Ogilvy Renault LLP*
Martha Healey, *Ogilvy Renault LLP*
Geoffrey Conrad, *Ogilvy Renault LLP*
Alexandre Bourbonnais, *Ogilvy Renault LLP*
Leah Price, *Fogler, Rubinoff LLP*
Andrea M. Marsland, *Fogler, Rubinoff LLP*

# SCHEDULE "D"

**PUBLIC**

Numéro de dossier : CT-2008-004
Numéro du document du Greffe :_____

**TRIBUNAL DE LA CONCURRENCE**

**EN MATIÈRE DE** la *Loi sur la concurrence*, L.R.C. 1985, ch. C-34 et ses modifications, et des *Règles du Tribunal de la concurrence*, DORS/2008-141.

**ET EN MATIÈRE D'UNE** demande de Nadeau Ferme Avicole Limitée aux termes de l'article 75 de la *Loi sur la concurrence* concernant une allégation de refus de vendre de la part de Groupe Westco Inc. et al.

**ENTRE** :

**NADEAU FERME AVICOLE LIMITÉE**

Demanderesse

**ET**

**GROUPE WESTCO INC. ET GROUPE DYNACO, COOPÉRATIVE AGROALIMENTAIRE ET VOLAILLES ACADIA S.E.C. ET VOLAILLES ACADIA INC.**

Défenderesses

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**DÉCLARATION DE THOMAS SOUCY**

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**Me Denis Gascon** **Mme Martha A. Healey**
**Me Éric C. Lefebvre** **Me Alexandre Bourbonnais**
**Me Geoffrey Conrad**

**Ogilvy Renault, S.E.N.C.R.L., s.r.l.**
Bureau 2500
1, Place Ville Marie
Montréal (Québec) H3B 1R1

**Procureurs de la défenderesse**
**Groupe Westco Inc.**

Le présent document constitue la déclaration de Thomas Soucy, président et CEO de Groupe Westco Inc., exerçant ses fonctions au 9, rue Westco, ville de St-François de Madawaska, province du Nouveau-Brunswick (le « **Témoin** »). Il énonce la preuve principale sur laquelle le Témoin pourrait être appelé à témoigner lors de l'audience des 29 et 30 avril 2010 et réfère aux faits et documents pertinents.

1. Relativement à son occupation, le Témoin viendra témoigner des faits suivants :

   1.1. Il occupe le poste de président et CEO de la défenderesse, Groupe Westco Inc. (« **Westco** »), depuis le 15 août 2002. Avant cette date, il occupait depuis 1996 le poste de CEO de Distributions Westco et de Couvoirs Westco, filiales de Westco.

   1.2. Il a été impliqué de façon continue dans le cadre des multiples procédures judiciaires et quasi-judiciaires opposant Westco à Nadeau Ferme Avicole Limitée (« **Nadeau** »), y compris les procédures devant le présent Tribunal, dans le cadre desquelles Nadeau a obtenu une ordonnance intérimaire d'approvisionnement, en vigueur du 20 juillet 2008 au 8 juin 2009 (« **l'Ordonnance** »).

2. Relativement aux activités de Westco pendant la période au cours de laquelle l'Ordonnance était en vigueur, le Témoin viendra témoigner des faits suivants :

   2.1. Pour la vente des poulets que Westco à livrer à Olymel s.e.c. (« **Olymel** »), Westco a été rémunérée en fonction [redacted], le tout tel qu'il appert de la lettre en date du 25 mars 2010 de Mme France Ringuette, c.a. à M. Thomas Soucy jointe à la présente déclaration à la pièce **TS-1**.

   2.2. [redacted].

2.3. [redacted].

2.4. [redacted] si elle n'avait livré aucun poulet à Olymel pendant la durée de l'Ordonnance (et avait donc livré la totalité de sa production à Nadeau), [redacted].

3. Relativement au jugement rendu le 22 janvier 2010 (le « **Jugement** »), trouvant Westco coupable d'outrage au Tribunal, le Témoin viendra témoigner des faits suivants :

3.1. Westco a un grand respect pour le système judiciaire et les principes fondamentaux qui le sous-tendent et tient à souligner que sa dérogation à l'Ordonnance est le résultat d'une erreur d'interprétation commise de bonne foi. Westco n'a jamais eu l'intention de désobéir à volonté du Tribunal.

3.2. Westco est profondément désolée d'avoir offensé le Tribunal et tient à lui présenter ses excuses.

3.3. Avant l'institution des présentes procédures, Westco n'avait jamais été accusée d'outrage au Tribunal. Elle prend une telle condamnation très au sérieux et agira dorénavant avec encore plus de prudence afin d'assurer sa conformité avec toute ordonnance judiciaire à laquelle elle pourrait être assujettie.

3.4. Westco est en règle avec les Éleveurs de poulets du Nouveau-Brunswick et n'a jamais été accusée, encore moins trouvée coupable, d'une infraction criminelle.

4. Le Témoin pourra être questionné relativement aux documents énumérés dans la Liste de documents produite par Westco.

# PIÈCE TS-1

**Pursuant to the Confidentiality order dated June 26, 2008 this exhibit is Confidential Level A**