

# IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *R. v. Elite Farm Services Ltd.*,  
2021 BCSC 2445

Date: 20211214  
Docket: 67608  
Registry: Chilliwack

**Regina**

v.

**Elite Farm Services Ltd., Dwayne Paul Dueck and  
Sofina Foods Inc./Ailments Sofina Inc.**

Before: The Honourable Madam Justice Devlin

## **Oral Reasons for Sentence**

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|--|--|
| Crown Counsel:   | Jessica R. Lawn                                |
| Counsel for Elite Farm Services Ltd. and<br>Mr. Dueck: | W. Martin Finch, Q.C.                          |
| Counsel for Sofina Foods Inc.:                         | Morgan Camley                                  |
| Place and Dates of Hearing:                            | New Westminster, B.C.<br>December 13, 14, 2021 |
| Place and Date of Judgment:                            | New Westminster, B.C.<br>December 14, 2021     |

**THE COURT:** This decision was delivered in the form of *Oral Reasons*. The *Reasons* have since been edited for publication.

**Introduction**

[1] The accused Elite Farm Services Ltd. (“Elite Farm”) and Sofina Foods Inc./Aliments Sofina Inc. (“Sofina”) have both entered guilty pleas to two counts of animal cruelty. Count 2 alleges that between May 10, 2017 and June 7, 2017 at or near Chilliwack, B.C. they unlawfully loaded or caused to be loaded an animal (chickens) in a way likely to cause injury or undue suffering to it. Count 8 alleges the same offence but for the time period between May 17, 2017 and June 8, 2017 and at or near Abbotsford, B.C. Each count alleges a violation of s. 139(2) of the *Health of Animals Regulations*, C.R.C., c. 296 [*Regulations*] and the commission of an offence contrary to s. 65(1) of the *Health of Animals Act*, S.C. 1990, c. 21 [*Act*].

[2] Counsel have proposed a joint submission for resolution of this matter consisting of fines totalling \$300,000 and a 3-year term of probation with detailed and structured terms. Specifically, Elite Farm and Sofina would each receive a sentence as follows:

- i. Count 2- Fine in the amount of \$175,000
- ii. Count 8- Fine in the amount of \$125,000
- iii. Term of Probation 3 years with terms pursuant to section 732.1(3).

[3] A comprehensive Agreed Statement of Facts (“ASF”) has been filed as an exhibit on this sentencing hearing. I am mindful of the decision of the Supreme Court of Canada in *R. v. Anthony-Cook*, 2016 SCC 43, which established that a sentencing judge should not reject a joint submission unless the proposed sentence would be viewed by reasonable and informed persons as a breakdown in the proper functioning of the justice system: see para. 34.

**Circumstances of the Offences**

[4] The ASF comprehensively accounts for the circumstances of the offences, and these reasons for sentence should be read with reference to the ASF. I will

briefly summarize the circumstances, relying primarily on the ASF and the facts as set out by Justice Crabtree in *R. v. Elite Farm Services Ltd.*, 2021 BCSC 1583 (the “Crabtree Ruling”).

[5] In May of 2017, Mr. Joshua Latawiec, while volunteering for the non-profit organization Mercy for Animals, sought and obtained employment with Elite Farm as a chicken catcher. Mr. Latawiec worked for Elite Farm for 19 days over May and June of 2017. During the course of his employment, he took notes and made video recordings of inhumane conduct he witnessed in the course of the loading activities.

[6] Mr. Latawiec received limited on the job training by Elite Farm.

[7] Mr. Latawiec provided his video recordings and notes to Mercy for Animals. A description of the content of the videos is set out at para. 41 of the Crabtree Ruling. Mercy for Animals provided a package of materials containing the evidence gathered by Mr. Latawiec to the Canada Food Inspection Agency, who conducted an investigation into the allegations.

[8] The prosecution commenced on November 14, 2018, when an information was sworn in Provincial Court with 38 charges. On March 4, 2020, the Crown preferred a direct indictment with 12 charges. This matter has been before the Court for numerous pre-trial applications, which began on September 28, 2020 before Crabtree J. and continued before me after Crabtree J. assumed a position with the National Judicial Institute.

[9] The facts with respect to Count 2 are set out at paragraphs 17 to 19 in the ASF as follows:

17. Specifically, between May 10 and June 7, 2017 at the producer farms located near Chilliwack, British Columbia, Mr. Latawiec observed and recorded Elite employees conduct the following harmful acts in the course of loading:

- a. Toss or throw birds;
- b. Kick birds;
- c. Drop birds;
- d. Carry the birds for extended periods and distances;

- e. Bowling with birds;
- f. Cause bird to be pinched in a loading module;
- g. Swing bird;
- h. Load birds in an aggressive manner;
- i. Strike birds;
- j. Unnecessary handling of birds;
- k. Step on a bird;
- l. Tormenting birds; and
- m. Kill a bird.

18. As a result of the type conduct listed above, the broiler chickens were loaded in a manner that caused them undue suffering.

19. During this period and at these locations, Sofina, through its live haul supervisor, failed to ensure that Elite was meeting Sofina's minimum standards to ensure that chickens are not handled in a manner likely to cause injury or undue suffering to them.

[10] The facts with respect to Count 8 are set out at paragraphs 21 to 23 of the ASF as follows:

21. Specifically, between May 17 and June 8, 2017, at the producer farms located near Abbotsford, British Columbia, Mr. Latawiec observed and recorded Elite employees conduct the following harmful acts in the course of loading:

- a. Toss birds;
- b. Kick birds;
- c. Drop birds;
- d. Carry the birds for extended periods and distances;
- e. Throw birds;
- f. Cause a bird to be pinched in a loading module;
- g. Cause a bird to be trapped under a module;
- h. Swing birds;
- i. Load birds in an aggressive manner; and
- j. Tormenting birds.

22. As a result of the type of conduct listed above, the broiler chickens were loaded in a manner that caused them undue suffering.

23. During this period and at these locations, Sofina, through its live haul supervisor, failed to ensure that Elite was meeting Sofina's minimum standards to ensure that chickens are not handled in a manner likely to cause injury or undue suffering to them.

[11] Elite Farm does not have a violation history. Sofina does have a violation history, including violations both before and after the date of these offences. A list of those violations is set out in Appendix A of the ASF. Counsel for Sofina explained that none of the violations involve actions similar to those set out in the Indictment before me.

**Circumstances of the Accused**

[12] Sofina is an extraprovincial company duly registered in British Columbia, and privately owned. Sofina manufactures primary and further processed protein products for both retail and food service customers in Canada and internationally. In British Columbia, Sofina operates a chicken processing plant (“Sofina’s Processing Plant”) located in Port Coquitlam. Sofina’s Processing Plant is federally regulated and licensed.

[13] Elite Farm is a company duly incorporated in British Columbia. It is an independently owned and operated farming business that catches chickens. Mr. Dwayne Dueck is the president and director of Elite Farm.

[14] During the period of the Indictment, Sofina contracted with Elite Farm for chicken catching services. Elite Farm agreed to catch and load broiler chickens based upon Sofina’s needs in return for financial compensation. Elite Farm would catch the broiler chickens at independent third party chicken producer farms and transport them to Sofina’s Processing Plant.

[15] Elite Farm and Sofina have made significant changes as a result of this investigation. As set out in paragraphs 26 to 28 of the ASF, Elite Farm has implemented wide-ranging responses to improve workplace and employee operating procedures. Their response was focused on improving compliance with regulatory standards. Elite Farm has conducted ongoing general reviews of its operating procedures as detailed at paragraph 28(a) to (k) of the ASF. Importantly, in June 2017, Elite Farm dismissed all employees identified as engaging in wrongdoing in their work. The company has also revised its standard operating procedures for chicken catching and loading, and enhanced their training programs. In November

2021, Elite Farm revised and updated its supervisor training in accordance with Poultry Health Service recommendations.

[16] Sofina has also taken significant steps to mitigate the risk of similar incident occurring again both provincially and nationally, as set out in paragraph 29(a) to (w) of the ASF. For example, Sofina has hired a Vice President of Animal Care and developed a designated internal animal welfare team. They also made changes and improvements in the animal care industry, such as leading in the development of catching practice requirements in BC and Alberta. Sofina also requested that all Elite Farm employees involved in the incidents be dismissed and required Elite Farm to update their standard operating procedures and implement documented training and re-training programs.

### **Relevant Sentencing Principles**

[17] While ss. 718.1 and 718.2 set out the general principles of sentencing, s. 718.21 of the *Criminal Code*, R.S.C., 1985, c. C-46 [Code] sets out the specific principles that apply to offences committed by organizations. Specifically, s. 718.21 states:

**718.21** A court that imposes a sentence on an organization shall also take into consideration the following factors:

- (a) any advantage realized by the organization as a result of the offence;
- (b) the degree of planning involved in carrying out the offence and the duration and complexity of the offence;
- (c) whether the organization has attempted to conceal its assets, or convert them, in order to show that it is not able to pay a fine or make restitution;
- (d) the impact that the sentence would have on the economic viability of the organization and the continued employment of its employees;
- (e) the cost to public authorities of the investigation and prosecution of the offence;
- (f) any regulatory penalty imposed on the organization or one of its representatives in respect of the conduct that formed the basis of the offence;

- (g) whether the organization was — or any of its representatives who were involved in the commission of the offence were — convicted of a similar offence or sanctioned by a regulatory body for similar conduct;
- (h) any penalty imposed by the organization on a representative for their role in the commission of the offence;
- (i) any restitution that the organization is ordered to make or any amount that the organization has paid to a victim of the offence; and
- (j) any measures that the organization has taken to reduce the likelihood of it committing a subsequent offence.

[18] Sections 731 and 732.1(3.1) of the *Code* permit a probation order for corporations. Section 732.1(3.1) states:

**Optional conditions — organization**

**(3.1)** The court may prescribe, as additional conditions of a probation order made in respect of an organization, that the offender do one or more of the following:

- (a) make restitution to a person for any loss or damage that they suffered as a result of the offence;
- (b) establish policies, standards and procedures to reduce the likelihood of the organization committing a subsequent offence;
- (c) communicate those policies, standards and procedures to its representatives;
- (d) report to the court on the implementation of those policies, standards and procedures;
- (e) identify the senior officer who is responsible for compliance with those policies, standards and procedures;
- (f) provide, in the manner specified by the court, the following information to the public, namely,
  - (i) the offence of which the organization was convicted,
  - (ii) the sentence imposed by the court, and
  - (iii) any measures that the organization is taking — including any policies, standards and procedures established under paragraph (b) — to reduce the likelihood of it committing a subsequent offence; and
- (g) comply with any other reasonable conditions that the court considers desirable to prevent the organization from

committing subsequent offences or to remedy the harm caused by the offence.

[19] Counsel have referred me to several cases in support of their proposed joint submission. These cases discuss the general principles applicable when sentencing corporations for regulatory offences. In *R. v. Cotton Felts Ltd.*, [1982] O.J. No. 178, 1982 CanLII 3695 (ONCA), the Ontario Court of Appeal set out the general principles and the purpose of sentencing corporations at 294 as follows:

In our complex interdependent modern society such regulatory statutes are accepted as essential in the public interest. They ensure standards of conduct, performance and reliability by various economic groups and make life tolerable for all. To a very large extent the enforcement of such statutes is achieved by fines imposed on offending corporations. The amount of the fine will be determined by a complex of considerations, including the size of the company involved, the scope of the economic activity in issue, the extent of actual and potential harm to the public, and the maximum penalty prescribed by statute. Above all, the amount of the fine will be determined by the need to enforce regulatory standards by deterrence.

[20] More recently, in *R. v. Maple Lodge Farms*, 2014 ONCJ 212 [*Maple Lodge Farms*], the Court provided further guidance in determining an appropriate fine. At para. 28, the Court states:

Fines ought not to be a “mere license”. Sanctions do tend to increase with the need for deterrence. Specific deterrence is required here in addition to general deterrence. In a recent text on Regulatory and Corporate Liability, the authors... suggest that “if people are able to adapt to monetary loss, this will weaken specific deterrence but not general deterrence, as others will not tend to take adaptive behaviours into account in their assessment of risk”. Thus, the message of these fines may in itself generally deter other corporations. [Citations omitted].

[21] Further, at para. 50, the sentencing judge made the following observation when imposing a sentence for offences under the *Act* dealing with animal cruelty towards chickens, which apply equally to the case before me:

This vulnerable sector of animals is meant to be protected under the Health of Animals Act and its regulations. It is essential that the company comply with those regulations, even when it requires changes to their training, equipment and monitoring, and even industry demands.



[22] In *R. v. Lilydale Inc.* (unreported), Port Coquitlam Registry No. 91900-1, December 2, 2014 (B.C.P.C.), Craig P.C.J. applied the principles discussed in *Maple Lodge Farms* to determine the appropriate sentence for offences under the *Act* involving the transportation of chickens.

**Positions of the Parties**

[23] Crown counsel advised that through extensive and exhaustive plea negotiations, the parties have reached an agreed position, mindful of the guidance from the case law and the sentencing factors set out in s. 718.21 of the *Code*. The paramount consideration in sentencing is deterrence, both general and specific. The Crown submits that the fines imposed will serve to address this component. The Crown explained the rationale for the amount of the fine sought. As the Crown explained, Sofina contracts with Elite Farm to do the work of catching the chickens. Elite Farm hires people to do the actual physical labour. The employees of Elite Farm were the direct actors committing the egregious acts on the chickens. Elite Farm failed to ensure their employees were complying with proper practices and, in turn, Sofina failed to ensure that their contractor, Elite Farm, was handling the chickens properly. The Crown submits that Elite Farm's culpability is higher than Sofina's; however, Sofina is a much larger company than Elite. Therefore, given their different levels of culpability and their different financial situations, the fines are appropriate.

[24] Further, the Crown submits the probation order—with its significant and structured terms—will serve to remedy the offending behaviour, improve training, create a higher-level and more rigorous monitoring program, and add additional layers of scrutiny at all levels to ensure these actions are not repeated. The Crown submits that another factor to consider is that this resolution will result in significant savings to the administration of justice: Because of the plea agreement, a lengthy trial is avoided, witnesses who testified on pre-trial applications are not required to testify again, and protracted judicial proceedings are brought to an end. The public interest is served through the resolution of this matter on the terms proposed.

[25] As detailed in the ASF, counsel for Elite Farm described the substantial changes that the company has made since the time of the incident. Counsel advised that the upper management of Elite Farm was not aware of their workers' activities at the time, but upon learning of the incident, they took immediate steps to remedy the problem. Elite Farm acknowledges that a culture had developed among some of their workers that demonstrated utter disregard for animal welfare. Counsel described it as a culture of contempt and dismissiveness. This is a culture that upper management at Elite Farm neither supported nor tolerated after learning of it. The resulting charges and media coverage have had an impact on the reputation of both Elite Farm and Mr. Dueck, creating a genuine incentive to make changes and address deficiencies in their training and supervision of employees.

[26] The entire experience has been a difficult chapter in the lives of Mr. Dueck, his family, and his business. Elite Farm's counsel agrees with Crown counsel that the fines imposed are appropriate and will serve as an ongoing deterrent and reminder of the need to comply with regulations. Given their financial situation, counsel seeks a 10-year period to pay the fine. Further, the changes in Elite Farm's operating procedures and their installation of robust training and monitoring programs will be subject to ongoing auditing, as reflected in the terms of the probation order. Counsel submits the terms of the probation order will ensure compliance and foster sustained change in the supply chain.

[27] I had the benefit of hearing from Mr. Dueck at this sentencing hearing. Mr. Dueck acknowledges that his company failed to ensure the high standards expected by the public in the treatment of other living beings. Mr. Dueck apologized for the misconduct of his employees and the failure of his company to properly supervise activities. I found his apology to be genuine, as is his ongoing commitment to ensure high standards in animal welfare.

[28] Counsel for Sofina acknowledges that Sofina failed to ensure proper supervision of those they contracted with to catch the chickens. To address this gap in supervision, Sofina has changed their protocols to mitigate risk, and they have

used this incident as an opportunity to review and make changes to their operations. As set out in the ASF, Sofina has taken significant steps and incurred a significant cost to ensure enhanced and ongoing training, random audits, and independent review. Recognizing the deficiencies in their operations, Sofina has made broader improvements to the structure of their company and its operations in BC as well as Alberta and Saskatchewan. As noted earlier, Sofina has hired a Vice President of Animal Care and developed a designated animal welfare team, including a veterinarian trained in animal and meat science. Sofina welcomes third party animal welfare audits and oversight by the Canadian Food Inspection Agency. They have and will continue to take the lead in ensuring animal care within the industry, working together with the Chicken Farmers of Canada and the Canadian Poultry and Egg Processors Council. As reflected in the terms of the probation order, Sofina is committed to ensuring that this type of animal cruelty never happens again.

[29] Counsel also addressed Sofina's history of non-compliance. She explained that Sofina's history demonstrates that they immediately respond to deficiencies in their operations and she says they are committed to doing so in this case.

[30] I had the benefit of hearing from Phil Holjak, who is the Senior Vice-President of Sofina. Mr. Holjak accepted responsibility for Sofina's actions and apologized for these events. On behalf of Sofina, he expressed a sincere commitment to ensuring high standards in the handling and treatment of animals. He emphasized that what occurred does not reflect Sofina's corporate culture and he condemns the offences that took place in this case. Mr. Holjak stated that Sofina is proud to have the honour of feeding Canadians; he explained that, moving forward, Sofina will continue to strive to be a leader in the industry and to ensure the humane treatment of animals. I found Mr. Holjak's apology was sincere and the steps taken by Sofina since this incident demonstrate their commitment to ensuring they continue to provide safe and ethical food to Canadians.

**Disposition**

[31] Having considered the circumstances of the offences, the mitigating and aggravating factors set out in s. 718.21 of the *Code*, and the submissions of counsel, I am satisfied that the proposed joint submission is well considered, that it represents a suitable outcome, and that it is consistent with the principles of sentencing. I am satisfied there is no basis to depart from or reject the proposed joint submission in this case.

[32] In my view, a substantial fine is appropriate to make clear to corporations that they have a duty to ensure their employees are properly trained and supervised. In addition, the terms of the probation order will ensure that the corporations continue to comply with the *Act* and *Regulations*. Therefore, the sentence will be as follows:

[33] On count 2, I impose a fine in the amount of \$175,000 on both Elite Farm and Sofina.

[34] On count 8, I impose a fine of \$125,000 on both Elite Farm and Sofina.

[35] Elite Farm has 10 years to pay the fines imposed on both count 2 and count 8.

[36] Sofina has 6 months to pay the fines imposed on count 2 and 8.

[37] In addition, both Elite Farm and Sofina will be subject to a 3-year term of probation with conditions.

[38] The terms of the 3-year probation order for Elite Farm will be as follows

1. ELITE FARM SERVICES LTD. will be bound by the terms of this order for a period of three years.
2. ELITE FARM SERVICES LTD. or the prosecutor may, at any time, apply to the court to:
  - (i) make changes to any of these conditions;
  - (ii) relieve ELITE FARM SERVICES LTD. from compliance with any of these conditions completely or in part, or
  - (iii) decrease the period for which this Order is in force

**Parties Responsible**

3. The Canadian Food Inspection Agency (“CFIA”) has identified the Director of Operations for the British Columbia Region, and/or Designate as the responsible party for the enforcement of this Order.

4. Dwayne Dueck will be responsible for ELITE FARM SERVICES LTD.’s compliance with the provisions of this Order.

**Training**

5. ELITE FARM SERVICES LTD. will provide to the CFIA, in writing, all of its training manuals, curriculums, policies, standards and operating procedures (“Training Materials”) that relate to the loading of broiler chickens by ELITE FARM SERVICES LTD and its employees and contractors. Elite will provide this information to the CFIA within 30 days of this order.

6. The Training Materials shall comply with all industry best practices.

7. ELITE FARM SERVICES LTD. will provide details of the training received by all of its current employees (“Training Records”) to the CFIA within 30 days of this order.

8. ELITE FARM SERVICES LTD. will provide information about the person(s) responsible for training employees and provide details about the training received by those persons (“Supervisor Training Records”).

9. The Training Materials and Training Records shall be reviewed by the CFIA. If deficiencies in the Training Materials or Training Records are identified by the CFIA, those deficiencies shall be rectified within 30 days of the CFIA alerting ELITE FARM SERVICES LTD. of those deficiencies.

10. ELITE FARM SERVICES LTD will provide training to all new employees with a particular focus on animal welfare. This training will be provided prior to any employee participating in the loading of any broiler chicken. The training will be provided by either an animal welfare expert, or by a supervisor who has received training by an animal welfare expert. Elite will provide Training Records for each new employee to the CFIA within 30 days of the training’s occurrence. The Training Record shall include a list of the topics covered during the training, the time, date and duration of the training, and the name of the supervisor(s) who conducted the training. The Training Record shall also include a mechanism to demonstrate that the employee understand the basic principles covered during training.

11. ELITE FARM SERVICES LTD will provide annual re-training to all employees. ELITE FARM SERVICES LTD will provide a written overview of the content of the training to CFIA 30 days prior to the administration of the training. ELITE FARM SERVICES LTD will provide proof of the training completion in the form of a record of the training signed by each employee to the CFIA within 30 days of the training’s occurrence.

**Independent Auditor**

12. ELITE FARM SERVICES LTD. will engage the services of an independent auditor to perform spot audits during loading activities conducted by ELITE FARM SERVICES.

13. ELITE FARM SERVICES LTD. will require that the auditor be focused on ensuring that ELITE FARM SERVICES LTD's employees or contractors use the most humane loading practices during the loading activities.

14. ELITE FARM SERVICES LTD. will require that the audits occur unannounced and that they occur at least once every three months.

15. ELITE FARM SERVICES LTD. will require the auditor to provide a written report following each of the spot audits.

16. ELITE FARM SERVICES LTD. will provide the auditor's report to the CFIA within 7 days of the receipt of the written report, and no more than 30 days after the completion of each audit.

17. ELITE FARM SERVICES LTD. will develop a corrective plan to address any deficiencies noted by the auditor. The corrective plan will set out a timeline for action on the items in the corrective plan. ELITE FARM SERVICES LTD. will provide the corrective plan to the CFIA within 14 days of the receipt of each written report

[39] Similarly, the terms of the 3-year probation order for Sofina will be as follows:

1. SOFINA FOODS INC. / ALIMENTS SOFINA INC. will be bound by the terms of this Order for a period of three years.

2. SOFINA FOODS INC. / ALIMENTS SOFINA INC. or the prosecutor may, at any time, apply to the court to:

(i) make changes to any of these conditions;

(ii) relieve SOFINA FOODS INC. / ALIMENTS SOFINA INC. from compliance with any of these conditions completely or in part, or

(iii) decrease the period for which this Order is in force

**Parties Responsible**

3. The Canadian Food Inspection Agency ("CFIA") has identified the Director of Operations for Animal and Food in the British Columbia Region, and/or Designate as the responsible party for the enforcement of this Order.

4. Sofina's VP of Animal Care and/or his/her Designate will be responsible for SOFINA FOODS INC. / ALIMENTS SOFINA INC.'s compliance with the provisions of this Order.

**Training**

5. SOFINA FOODS INC. / ALIMENTS SOFINA INC. will provide to the CFIA, in writing, all of its training manuals, curriculums, policies, standards and operating procedures ("Training Materials") that relate to the auditing of

humane catching of broiler chickens which will be used to train its Field Service Representatives, as well as the Standard Operating Procedure that SOFINA FOODS INC. / ALIMENTS SOFINA INC. requires all of its contractors involved in the actual catching of broiler chickens to follow. SOFINA FOODS INC. / ALIMENTS SOFINA INC. will provide this information to the CFIA within 60 days of this order.

6. The Training Materials will include training of Sofina Foods Inc./Aliments Sofina Inc. Field Service Representatives to educate them on the licensing requirements and SOP's imposed by the British Columbia Chicken Marketing Board on catching companies and the National Farm Animal Council "Code of Practice for the Care and Handling of Hatching Eggs, Breeders, Chickens and Turkeys."

7. SOFINA FOODS INC. / ALIMENTS SOFINA INC. will provide details of the training received by all of its current British Columbia Field Service Representatives who work with live broiler chickens ("Training Records") to the CFIA within 60 days of this order.

8. SOFINA FOODS INC. / ALIMENTS SOFINA INC. will provide information about the person(s) responsible for training its British Columbia Field Service Representatives and provide details about the training received by those persons ("Supervisor Training Records") to the CFIA within 60 days of this order.

9 SOFINA FOODS INC. / ALIMENTS SOFINA INC. will provide training to all new British Columbia Field Service Representatives who work with live broiler chickens. This training will have a particular focus on animal welfare. This training, which may include on the job training or shadowing of a fully trained Field Service Representative, will be provided prior to any Field Service Representative commencing unsupervised work with live broiler chickens. The training will be provided by either an animal welfare expert, or by a supervisor who has received training by an animal welfare expert.

10. SOFINA FOODS INC. / ALIMENTS SOFINA INC. will provide Training Records for each new British Columbia Field Service Representative to the CFIA within 60 days of the training's occurrence. The Training Record shall include a list of the topics covered during the training, the time, date and duration of the training, and the name of the supervisor(s) who conducted the training. The Training Record shall also include a mechanism to demonstrate that the Field Service Representative understands the basic principles covered during training.

11. SOFINA FOODS INC. / ALIMENTS SOFINA INC. will provide annual re-training similar to the initial training to all British Columbia Field Service Representatives who work with live broiler chickens.

12. SOFINA FOODS INC. / ALIMENTS SOFINA INC. will provide proof of the training completion in the form of a record of the training signed by each Field Service Representative to the CFIA within 60 days of the training's occurrence.

**Audit of Farms**

13. SOFINA FOODS INC. / ALIMENTS SOFINA INC. will engage their Field Service Representatives to perform random spot audits to assess conditions of the catching process at British Columbia farms where broiler chickens are raised that are destined to a SOFINA FOODS INC. / ALIMENTS SOFINA INC. owned processing facility.

14. SOFINA FOODS INC. / ALIMENTS SOFINA INC. will require that the audits be carried out by SOFINA FOODS INC. / ALIMENTS SOFINA INC. experienced and trained Field Service Representatives with a background in poultry operations.

15. SOFINA FOODS INC. / ALIMENTS SOFINA INC. will require that the audits occur unannounced to the catching crew company and that each British Columbia farm where broiler chickens are raised that are destined to a SOFINA FOODS INC. / ALIMENTS SOFINA INC. owned processing facility are audited at least once a year.

16. SOFINA FOODS INC. / ALIMENTS SOFINA INC. will require the Field Service Representatives to provide a written report following each of the spot audits.

17. SOFINA FOODS INC. / ALIMENTS SOFINA INC. will provide the report of each audit to the CFIA within 60 days of the completion of each audit.

18. SOFINA FOODS INC. / ALIMENTS SOFINA INC. will develop a corrective plan to address any deficiencies related to the catching process noted by the auditor that are within the scope of Sofina's control. The corrective plan will set out a timeline for action on the items in the corrective plan.

19. SOFINA FOODS INC. / ALIMENTS SOFINA INC. will provide the corrective plan to the CFIA within 30 days of the receipt of each written report.

**Independent Audit of Field Service Representatives' Process**

20. SOFINA FOODS INC. / ALIMENTS SOFINA INC. will contract with a third party to provide an independent audit report of SOFINA FOODS INC. / ALIMENT SOFINA INC.'s Field Service Representatives random spot audit process, as set out in paragraphs 13-19 above. Sofina will require that the independent auditor provide a report on the efficiencies of the Field Service Representatives random spot audit process and to make any recommendations for improvements that may be deemed necessary to meet the licensing requirements and SOP's imposed by the British Columbia Chicken Marketing Board on catching companies and the National Farm Animal Council "Code of Practice for the Care and Handling of Hatching Eggs, Breeders, Chickens and Turkeys".

21. SOFINA FOODS INC. / ALIMENTS SOFINA INC. will require that the independent audit will occur at least one year after the commencement date of this probation order and not later than 18 months following the commencement of this probation order.



22. SOFINA FOODS INC. / ALIMENTS SOFINA INC. will provide a copy of the auditor's report within two weeks of receipt by SOFINA FOODS INC. / ALIMENTS SOFINA INC. of the written report to the CFIA.

23. SOFINA FOODS INC. / ALIMENTS SOFINA INC. will adopt any necessary recommendations of the auditor set out in the auditor's report as soon as practicable but no longer than within nine months of receipt by SOFINA FOODS INC. / ALIMENTS SOFINA INC. of the written report to meet the licensing requirements and SOP's imposed by the British Columbia Chicken Marketing Board on catching companies and the National Farm Animal Council "Code of Practice for the Care and Handling of Hatching Eggs, Breeders, Chickens and Turkeys".

[40] Having reviewed these conditions with both accused and considering the extensive negotiations involved to reach this resolution, I am satisfied that they both understand the conditions as well as the potential consequences of failing to comply with the orders. I am also satisfied they are aware of the process for applying to change the conditions. In all of the circumstances, I have agreed to dispense with the requirement that the accused attend at the court registry to sign the probation orders.

**Conclusion**

[41] Counsel, through your considerable efforts in reaching this resolution, you have eliminated the need for a lengthy trial, which in turn serves to benefit the administration of justice.

[42] I have signed the Orders you prepared, which include the terms of the probation order I have issued pursuant to s. 732.1(3.1) of the *Code*.

[43] I wish to express my sincere appreciation to all counsel for the considerable efforts you undertook to reach this resolution.

[44] Thank you, we may adjourn.

"Devlin J."