

BRITISH COLUMBIA FARM INDUSTRY REVIEW BOARD

IN THE MATTER OF THE *NATURAL PRODUCTS MARKETING (BC) ACT* AND
ALLEGATIONS OF UNLAWFUL ACTIVITY

WRITTEN SUBMISSIONS OF ANDRE SOLYMOSI

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INTRODUCTION

Overview

1. Andre Solymosi adopts the submissions of Hearing Counsel.
2. This Inquiry involves very serious allegations against Mr. Solymosi, the general manager of the British Columbia Vegetable Marketing Commission (the “**Commission**”), and various commission members made by Prokam Enterprises Ltd. (“**Prokam**”), MPL British Columbia Distributors Inc. (“**MPL**”), and Bajwa Farms Ltd. (“**Bajwa**”).
3. The allegations stem from two Notice of Civil Claims—one filed on March 25, 2021 by Prokam and one filed on April 23, 2021 by MPL—alleging misfeasance in public office against Mr. Solymosi and various commission members. Mr. Solymosi agrees that the allegations may be characterized as corruption. There has been no evidence of any such corruption.
4. The Final Terms of Reference were finalized by the British Columbia Farm Industry Review Board (the “**Review Board**”) on June 18, 2021, after input from all participants in this Inquiry, as follows:

The Supervisory Review will consider the following allegations, which form the terms of reference for the supervisory review:

1. The Commission’s exercise of powers to direct producers to agencies and the issuance of new agency licenses in a manner that is designed to further the self-interest of members of the Commission, including:
 - a. Self-interested prevention of new agencies from entering the British Columbia market to further the Commission members’ economic interests, by both failing to adjudicate agency licence applications, and preventing the granting of additional production allocation to growers thought to be aligned with applicants;
 - b. Collusion by members to “vote swap” on agency applications; and,
 - c. Self-interested direction of producers to agencies in which the Commission members have a financial or personal interest.

2. Commission members and staff exercising or failing to exercise statutory duties in bad faith, for improper purposes, and without procedural fairness due to a personal animosity toward at least one producer, specifically Prokam. [emphasis added]
5. The Final Terms of Reference in relation to Mr. Solymosi are narrow. Only the second term (the “**Second Term**”) applies to Mr. Solymosi, who is an *employee* of the Commission, not a Commission member. Specifically, as general manager, Mr. Solymosi is not a decision-maker nor a voting member of the Commission,¹ and he does not possess the discretion of the Commission.
6. In assessing these very serious allegations levelled against the Commission, facts are important. In addition to facts, admissions, particularly those made by the individuals bringing these serious allegations, are important. Attached as **Schedule “A”** is a summary of the admissions of Paul Mastronardi, Bob Dhillon, and Bob Gill in this Inquiry.

Orderly Marketing

7. The overarching purpose of the Commission is to regulate and enforce orderly marketing in the regulated vegetable industry. The importance of orderly marketing was acknowledged by several witnesses throughout this Inquiry, including as follows:
 - a. There are 3 critical components to the orderly marketing system in British Columbia. First and foremost is agencies, true agents of the Commission that are responsible for representing groups of producers in the marketplace. Next, is delivery allocation, the tool that is used by agencies to manage the rotation of producers within the agency to rotate their supply into the marketplace of the customers of that agency. Then, the fundamental, critical part of the system that ensures that orderly marketing can occur in the regulated vegetable industry is minimum pricing. If you did not have minimum pricing then you would have agencies competing on

¹ See Schedule A, paras. 17, 75 [Transcript Excerpt Book (“TEB”), Tabs 73, 131/Pages 122, 234]

product quality, service and price, which would not be in the best interest of BC producers. The purpose of regulated marketing is to provide economic stability to producers and the reason a minimum price is implemented is to permit multiple agencies to compete in the same marketplace on service and quality. Without a minimum price in place, it would be a “race to the bottom.” There would not be orderly marketing, it would not protect producer returns, there would not be economic stability. We have a system here to have multiple agencies competing in a market, and the key component that allows for that is having minimum pricing.²

- b. Building trust and integrity in an orderly marketing system is a very important mandate for the Commission. Agency producers must be accountable to each other and everyone must be accountable to the system.³
- c. The Commission had a lot of discussions about enforcement. There was an industry meeting where it was front and center. The industry was all on the same page when it came to the fact that there was no point in having rules and regulations if they were not enforced. Agencies are licenced to the Commission and required to ensure that agencies and producers are abiding by the General Orders. The industry all supported orderly marketing and wanted to ensure that enforcement of orderly marketing by the Commission was supported and that the industry was not divided. The industry was united in the fact that we wanted enforcement to be a major proponent of what the Commission was doing.⁴
- d. The BC industry has survived, despite being in the highest cost-producing area in North America, and despite being surrounded by behemoths all around, because of orderly marketing. If you get rid of orderly marketing, the

² Transcript of A. Solymosi, February 10, 2022, page 39, line 26 to page 40, line 16 [TEB, Tab 1/Page 1]

³ Transcript of A. Solymosi, February 11, 2022, page 77, lines 30-37 [TEB, Tab 2/Page 3]

⁴ Transcript of M. Driediger, March 28, 2022, page 57, lines 3-27 [TEB, Tab 3/Page 4]

smaller growers or agencies will be gone. Orderly marketing is supported by the industry, the growers, and the agencies.⁵

- e. It is important, from BCFresh's perspective, that the Commission enforce the rules for orderly marketing.⁶
 - f. Bob Dhillon, principal of Prokam and vice president of Island Vegetable Cooperative Association (“**IVCA**”), does not have a difficulty with: orderly marketing in the industry; the Commission regulating bad actors that are trying to destroy the system for their own personal benefit; and stopping illegal activity and ensuring that orderly marketing is maintained.⁷
 - a. Paul Mastronardi, principal of MPL, understands that a successful agency applicant will become an agency of the Commission, with a duty as an agency to assist the Commission with respect to the orderly marketing of product.⁸
8. It is within this context of orderly marketing that the actions taken by Mr. Solymosi and various Commission members in 2017 (relating to Prokam) and 2020 (relating to MPL and Bajwa) must be considered.

PROKAM

Prokam's Non-Compliance

9. Prokam is a producer in a regulated industry and must comply with the Commission's General Orders.⁹

⁵ Transcript of M. Driediger, March 28, 2022, page 81, lines 2-26 [TEB, Tab 4/Page 5]

⁶ Transcript of M. Driediger, March 28, 2022, page 140, lines 1-4 [TEB, Tab 5/Page 6]

⁷ See Schedule A, para. 74 [TEB, Tab 130/Page 232]

⁸ Transcript of P. Mastronardi, February 2, 2022, page 32, lines 10-19 [TEB, Tab 6/Page 7]

⁹ See Schedule A, paras. 39, 44, 88 [TEB, Tabs 95, 100, 144/Pages 164, 172, 253]

10. A series of events occurred in the 2017 season involving Prokam, which culminated in the issuance of three Cease and Desist Orders on October 10, 2017 to each of IVCA, Thomas Fresh, and Prokam by the Commission (the “**Cease and Desist Orders**”).
11. In 2017, Prokam was growing and shipping regulated product significantly outside of its delivery allocation.¹⁰
12. On April 5, 2017, Mr. Dhillon attended a meeting with Brian Meyers, Terry Michell, Bob Gill, Mr. Solymosi and others where it was emphasized that producers had to stick with their delivery allocations and that it was important not to sell below the minimum price.¹¹
13. On June 14, 2017, Mr. Dhillon received a letter from the Commission stating the importance of delivery allocation and complying with the minimum prices. This letter warned that Prokam was intentionally planting in excess of its delivery allocation and that any volume marketed in excess of Prokam’s delivery allocation would require the Commission’s authorization.¹²
14. Sometime between June 14 and July 10, 2017, the entire IVCA board of directors (including Mr. Dhillon, who had been a director of IVCA since 2016) had a meeting in Victoria to review a draft response to the Commission’s June 14, 2017 letter.¹³ The draft response, initially drafted by Bob Gill, was reviewed “line by line” by everyone at the meeting (including Mr. Dhillon), input was provided, and the July 10, 2017 letter was approved.¹⁴ Mr. Michell and Mr. Dhillon signed this letter on behalf of IVCA,¹⁵ and sent it to Mr. Solymosi and others in response to the Commission’s warning.¹⁶ The July 10, 2017 letter from ICVA accurately reflected Prokam’s position in response to the June 14, 2017 letter from the Commission.¹⁷

¹⁰ See Schedule A, paras. 46, 47, 49, 69, 71, 83 [TEB, Tabs 102, 103, 105, 125, 127, 139/Pages 175, 178, 181, 222, 225, 243]

¹¹ See Schedule A, para. 42 [TEB, Tab 98/Page 169]

¹² Exhibit 1, pages 847-855; See Schedule A, paras. 44, 45 [TEB, Tabs 100, 101/Page 172, 173]

¹³ See Schedule A, para. 84 [TEB, Tab 140/Page 244]

¹⁴ See Schedule A, para. 84 [TEB, Tab 140/Page 244]

¹⁵ Exhibit 1, pages 891-898

¹⁶ See Schedule A, para. 54 [TEB, Tab 110/Page 193]

¹⁷ See Schedule A, para. 55 [TEB, Tab 111/Page 197]

15. In August 2017, Prokam was shipping potatoes outside the province.¹⁸ On August 8, 2017, notice was given that a price for export potatoes would come into effect and Prokam continued to sell potatoes outside the minimum price.¹⁹ Mr. Dhillon understood that selling below the minimum price is a serious matter.²⁰

16. In July 2017, the relationship between Mr. Dhillon and Mr. Gill on one hand and the IVCA staff on the other was deteriorating.²¹ The state of affairs and Mr. Dhillon's working relationship between Prokam and IVCA was chaos.²² Mr. Dhillon was a very difficult individual to work with.²³ Mr. Dhillon and Mr. Gill were wreaking havoc in IVCA's computer systems and not following procedure with respect to purchase orders.²⁴

17. Mr. Dhillon's behaviour and intimidation of IVCA staff worsened through September 2017.²⁵ The chaos and havoc eventually reached a point where IVCA lost control of its agency.²⁶ This led IVCA's general manager, Brian Meyer, to contact Mr. Solymosi to request the Commission's assistance in bringing control back to IVCA.²⁷

18. The violations of Prokam and Mr. Dhillon leading up to October 10, 2017 were numerous. The Cease and Desist Orders outlined Prokam's non-compliance as follows:

- a. knowingly supporting the actions of Mr. Gill in the marketing and selling of regulated product without Commission authorization at pricing below the authorized minimum price;
- b. knowingly permitting, through the actions of Mr. Gill, IVCA to be put into a position of non-compliance with the General Order, putting IVCA's agency licence at risk of being revoked;

¹⁸ See Schedule A, para. 61 [TEB, Tab 117/Page 209]

¹⁹ See Schedule A, para. 60 [TEB, Tab 116/Page 208]

²⁰ See Schedule A, para. 40 [TEB, Tab 96/Page 165]

²¹ See Schedule A, para. 57 [TEB, Tab 113/Page 203]

²² See Schedule A, para. 59 [TEB, Tab 115/Page 207]

²³ Transcript of T. Michell, March 30, 2022, page 23, lines 43-45 [TEB, Tab 7/Page 8]

²⁴ Transcript of T. Michell, March 30, 2022, page 25, lines 7-35 [TEB, Tab 8/Page 9]

²⁵ Transcript of T. Michell, March 30, 2022, page 26, lines 9-14 [TEB, Tab 9/Page 10]

²⁶ Transcript of T. Michell, March 30, 2022, page 26, lines 21-24 [TEB, Tab 10/Page 11]

²⁷ Transcript of T. Michell, March 30, 2022, page 13, lines 11-28 and page 26, lines 25-28 [TEB, Tab 11/Page 12]

- c. not having the authority to represent IVCA in the marketing and sales of regulated products (i.e. selling regulated product to agency customers without the knowledge of IVCA's general manager); and
- d. shipping Kennebec potatoes in September 2017 without delivery allocation.²⁸

19. The evidence of Mr. Dhillon confirmed the following:

- a. In 2017, Prokam planted around 350 acres (around 5,000 tonnes) of potatoes;²⁹
- b. Whether Prokam's delivery allocation was 26 tonnes or 400 tonnes, Bob Dhillon's planning intentions were upwards of 5,000 tonnes;³⁰
- c. In 2017, Prokam planted, shipped, and produced approximately 5,000 tonnes of potatoes;³¹
- d. In 2017, Prokam accounted for 9% of total BC production of potatoes;³²
- e. Before September 2017, Prokam had shipped potatoes significantly greater than its assigned delivery allocation;³³
- f. In August/September 2017, Prokam was selling regulated product well in excess of its delivery allocation;³⁴
- g. Prokam produced and shipped in excess of any potatoes it had delivery allocation for;³⁵
- h. There is no written direction or record of IVCA directing Prokam to grow in excess of its delivery allocation;³⁶
- i. Prokam had no delivery allocation for Kennebec potatoes;³⁷ and
- j. Prokam shipped and sold roughly 4,000 pounds of Kennebec potatoes.³⁸

²⁸ Exhibit 1, pages 1165-1167

²⁹ See Schedule A, para. 49 [TEB, Tab 105/Page 181]

³⁰ See Schedule A, para. 48 [TEB, Tab 104/Page 179]

³¹ See Schedule A, para. 49 [TEB, Tab 105/Page 181]

³² See Schedule A, para. 49 [TEB, Tab 105/Page 181]

³³ See Schedule A, para. 47 [TEB, Tab 103/Page 178]

³⁴ See Schedule A, para. 69 [TEB, Tab 125/Page 222]

³⁵ See Schedule A, paras. 46, 47, 49 [TEB, Tabs 102, 103, 105/Pages 175, 178, 181]

³⁶ See Schedule A, para. 50 [TEB, Tab 106/Page 184]

³⁷ See Schedule A, para. 70 [TEB, Tab 126/Page 223]

³⁸ See Schedule A, para. 70 [TEB, Tab 126/Page 223]

20. The evidence of Terry Michell confirmed the following:

- a. Mr. Dhillon and Mr. Gill were selling below the minimum price;³⁹
- b. Mr. Dhillon and Mr. Gill were selling Kennebec potatoes without any quota;⁴⁰
- c. IVCA wanted the Commission to assist in regaining control of its agency;⁴¹
- d. Prokam and Mr. Dhillon have knowingly supported the actions of Mr. Gill in marketing and selling potatoes without Commission authorization and below the authorized minimum price;⁴²
- e. Prokam and Mr. Dhillon have knowingly permitted, through the actions of Mr. Gill, for IVCA to be put in a position of non-compliance with the General Order thus risking IVCA's licence;⁴³
- f. Prokam and Mr. Dhillon were directly selling regulated product without telling the general manager of IVCA;⁴⁴
- g. Mr. Dhillon and Mr. Gill were selling below the minimum price to Thomas Fresh;⁴⁵ and
- h. Prokam shipped Kennebec potatoes in September 2017 without any delivery allocation for those potatoes.⁴⁶

21. Mr. Dhillon is familiar with the Commission's minimum pricing orders.⁴⁷ Since 2010 (and arguably since at least 2000),⁴⁸ Mr. Dhillon was aware of what the Commission's rules were regarding selling below minimum price for regulated vegetables.⁴⁹

Gazetting Requirement

22. Mr. Solymosi was not aware of the 2008 parliamentary hearings in front of the standing joint committee. The evidence of George Leroux, who was the chair of the Commission

³⁹ Transcript of T. Michell, March 30, 2022, page 26, lines 29-37 [TEB, Tab 12/Page 14]

⁴⁰ Transcript of T. Michell, March 30, 2022, page 26, lines 38-42 [TEB, Tab 13/Page 15]

⁴¹ Transcript of T. Michell, March 30, 2022, page 26, lines 43-46 [TEB, Tab 14/Page 16]

⁴² Transcript of T. Michell, March 30, 2022, page 27, lines 16-28 [TEB, Tab 15/Page 17]

⁴³ Transcript of T. Michell, March 30, 2022, page 27, lines 29-45 [TEB, Tab 16/Page 18]

⁴⁴ Transcript of T. Michell, March 30, 2022, page 28, lines 10-15 [TEB, Tab 17/Page 19]

⁴⁵ Transcript of T. Michell, March 30, 2022, page 27, line 46 to page 28, line 26 [TEB, Tab 18/Page 20]

⁴⁶ Transcript of T. Michell, March 30, 2022, page 28, lines 27-36 [TEB, Tab 19/Page 22]

⁴⁷ See Schedule A, para. 40 [TEB, Tab 96/Page 165]

⁴⁸ Exhibit 12, LinkedIn profile, BBB profile and BC Marketing Board decision, at pages 13-14

⁴⁹ See Schedule A, para. 41 [TEB, Tab 97/Page 167]

from 2005 until the end of 2008, was that the 2008 parliamentary hearings and the gazetting requirement were about *levies*, not minimum pricing orders. In any event, Mr. Solymosi did not commence employment with the Commission as a general manager until mid-2015, and the evidence of Mr. Leroux was that it “would be a real stretch” for Mr. Solymosi to have known about the “issue of harmonizing or coordinating the provincial orders with the federal orders.”⁵⁰

23. The purpose and intent of the Commission in issuing the Cease and Desist Orders was regulating B.C. production marketed by B.C. agencies to get the best returns for B.C. producers within the orderly marketing framework. When brought to Mr. Solymosi’s attention in or around October 13, 2017 by Ms. Hunter, QC, counsel for Prokam,⁵¹ Mr. Solymosi investigated and concluded that the I-5 Corridor case (*Global Greenhouse Produce Inc. v. British Columbia Marketing Board*, 2003 BCSC 1508) applied to minimum pricing order.

24. Mr. Solymosi had an honest and reasonable belief that he was not doing anything improper or unlawful. Mr. Solymosi is not a constitutional lawyer and being incorrect on the fine points of constitutional law is not malice or corruption.

Cease and Desist Orders

25. The main concern of the Commission in issuing the Cease and Desist Orders was orderly marketing.⁵² Prokam and IVCA’s relationship was completely broken, and a threat to orderly marketing.⁵³ The Cease and Desist Orders were meant to bring control back to IVCA with respect to its rogue producer (Prokam) so that potatoes could be marketed in an orderly fashion.⁵⁴

⁵⁰ Transcript of G. Leroux, March 28, 2022, page 7, line 26 to page 8, line 29 [TEB, Tab 20/Page 23]

⁵¹ Exhibit 2, pages 1-5

⁵² Transcript of P. Guichon, April 1, 2022, page 6, lines 7-10; Transcript of P. Guichon, March 30, 2022, page 115, lines 10-28 [TEB, Tab 21/Page 25]

⁵³ Transcript of P. Guichon, April 1, 2022, page 6, lines 11-14 [TEB, Tab 22/Page 27]

⁵⁴ Transcript of A. Krause, March 29, 2022, page 162, lines 39-43 [TEB, Tab 23/Page 28]

26. In response to the very serious situation regarding Prokam, IVCA, and Thomas Fresh,⁵⁵ Mr. Solymosi was directed to draft the Cease and Desist Orders by the chair of the Commission, Mr. Krause.⁵⁶ Mr. Krause reviewed the draft, discussed the draft with the vice-chair of the Commission, Mr. Guichon, and authorized Mr. Solymosi to sign off on, and send, the Cease and Desist Orders.⁵⁷
27. Importantly, the Cease and Desist Orders were not final orders. They were the first step in a process initiated by the Commission and they did not prevent IVCA, Prokam, and Thomas Fresh from carrying on business in compliance with the General Orders.⁵⁸
28. The purpose of each Cease and Desist Order was to advise Prokam, IVCA, and Thomas Fresh of the particulars of their violations, and to require compliance with the existing provisions of the General Orders of the Commission pending a Show Cause hearing.⁵⁹
29. As general manager of the Commission, aside from certain powers delegated to him under the *Natural Products Marketing (BC) Act*, RSBC 1996, c. 330 (i.e. minimum pricing), Mr. Solymosi is not a decision-maker and does not exercise decision-making authority.
30. The evidence is clear that Mr. Solymosi issued the Cease and Desist Orders after approval by the Commission chair and vice-chair, Mr. Krause and Mr. Guichon, respectively.
31. Even if it is found that Mr. Solymosi ought to have known that the export minimum pricing orders that were set by the Commission were invalid, the Cease and Desist Orders dealt with a number of violations involving Prokam, far more than just selling below the minimum price.

⁵⁵ Transcript of A. Krause, March 29, 2022, page 160, line 38 to page 162, line 14 [TEB, Tab 24/Page 29]

⁵⁶ Transcript of A. Krause, March 29, 2022, page 162, lines 24-26 [TEB, Tab 25/Page 32]

⁵⁷ Transcript of A. Krause, March 29, 2022, page 162, lines 29-38 [TEB, Tab 26/Page 33]

⁵⁸ Exhibit 1, page 1337

⁵⁹ Exhibit 1, page 1337

Prokam was a Rogue Producer

32. The evidence adduced in this Inquiry has demonstrated that Prokam, through the actions of its principal, Bob Dhillon (who was also the vice president of IVCA), was a rogue producer undermining the entire regulated vegetable marketing system when the Cease and Desist Orders were issued. Prokam's non-compliance with orderly marketing affected the entire industry.

33. Mr. Michell considered Prokam to be a rogue producer.⁶⁰

34. Mr. Krause considered Prokam to be a rogue producer "totally trying to undermine [the entire regulatory system], 100 percent."⁶¹

35. Mr. Collins considered Prokam to be a bad actor.⁶²

36. Mr. Driediger considered Prokam to be a bad actor undermining the integrity of the regulatory system.⁶³

37. Even Mr. Dhillon himself recognized the label of rogue producer/bad actor to be a consistent with Prokam. When Mr. Dhillon was questioned about a November 10, 2017 letter signed by agency managers commending Mr. Solymosi's efforts to bring orderly marketing back to the regulated vegetable industry—which did not name Prokam or Mr. Dhillon—Mr. Dhillon believed that the reference to "[b]ad actors seeking to destroy the system for their own personal benefit" referred to Prokam.⁶⁴

38. When asked what his definition of "rogue" was, Mr. Solymosi stated that rogue meant someone acting in an independent way not in compliance with the authority of the regulatory system.⁶⁵ When asked if "rogue" connotes dishonesty, Mr. Solymosi stated that it did not.⁶⁶ Mr. Solymosi was unwavering in his evidence that calling someone a

⁶⁰ Transcript of T. Michell, March 30, 2022, page 96, line 45 to page 97, line 22 [TEB, Tab 27/Page 34]

⁶¹ Transcript of A. Krause, March 29, 2022, page 161, line 47 to page 162, line 23 [TEB, Tab 28/Page 36]

⁶² Transcript of J. Collins, March 29, 2022, page 49, lines 32-36 [TEB, Tab 29/Page 38]

⁶³ Transcript of M. Driediger, March 28, 202, page 127, lines 1-30 [TEB, Tab 30/Page 39]

⁶⁴ Transcript of B. Dhillon, February 4, 2022, page 3, line 47 to page 4, line 23 [TEB, Tab 31/Page 40]

⁶⁵ Transcript of A. Solymosi, February 11, 2022, page 103, lines 14-24 [TEB, Tab 32/Page 42]

⁶⁶ Transcript of A. Solymosi, February 11, 2022, page 103, line 25-28 [TEB, Tab 33/Page 43]

rogue producer was not speaking ill of them.⁶⁷ Mr. Solymosi’s definition of “rogue” was not only an accurate description of Prokam and/or Mr. Dhillon, but it was not one motivated by animus.

Malicious Investigation

39. In essence, Prokam has alleged that Mr. Solymosi’s acted with malice or animosity while investigating issues related to Prokam, IVCA, and Thomas Fresh.

40. Malice is a question of fact.⁶⁸ In order to prove malice, the complainant participants must bring evidence that Mr. Solymosi was acting pursuant to an improper purpose inconsistent with the office of the general manager of the Commission, which they have failed to do.

41. In interpreting malice, the case law is instructive. In *Miazaga v. Kvello Estate*, 2009 SCC 51, Justice Charron, speaking for the majority of the Supreme Court of Canada, stated:

[81] [...] By requiring proof of an improper purpose, the malice element of the tort of malicious prosecution ensures that liability will not be imposed in cases where a prosecutor proceeds, absent reasonable and probable grounds, by reason of incompetence, inexperience, poor judgment, lack of professionalism, laziness, recklessness, honest mistake, negligence, or even gross negligence.

[...]

[89] [...] The plaintiff must demonstrate on the totality of the evidence that the prosecutor deliberately intended to subvert or abuse the office of the Attorney General or the process of criminal justice such that he or she exceeded the boundaries of the office of the Attorney General. [...]

42. Though the *Miazaga* case involved the tort of malicious prosecution, the above paragraphs inform the present Inquiry: incompetence, inexperience, poor judgment, lack of professionalism, laziness, recklessness, honest mistake, negligence, or even

⁶⁷ Transcript of A. Solymosi, February 11, 2022, page 103, line 33 to page 104, line 4 [TEB, Tab 34/Page 44]

⁶⁸ *Miazaga v. Kvello Estate*, [2009 SCC 51](#), at para. 78

gross negligence do not rise to the level of malice. Mr. Solymosi did not have to conduct a perfect investigation and there is no evidence that Mr. Solymosi's actions were malicious. Mr. Solymosi was acting reasonably in his investigation of Prokam, IVCA, and Thomas Fresh.

43. With respect to the standard in which an investigation should be assessed, *Hill v. Hamilton-Wentworth Regional Police Services Board*, 2007 SCC 41 establishes that conduct during a police investigation should be measured against the standard of how a reasonable officer in like circumstances would have acted.⁶⁹ This same standard applies to investigations performed by professionals.⁷⁰ An individual may investigate on whatever basis and in whatever circumstances he or she chooses, provided he or she acts reasonably.⁷¹

44. The law of negligence does not demand a perfect investigation; it requires only that the individual conducting an investigation act reasonably within the circumstances.⁷² Mr. Solymosi was entitled to conduct the Commission's investigation as he saw fit in order to consider the concerns and complaints of IVCA. At all times during the Commission's investigation, Mr. Solymosi's conduct fell within the bounds of reasonableness.

45. Now, with the benefit of hindsight, it may be argued that the Cease and Desist Orders should have been approved by all Commission members instead of just the chair and vice-chair. It may also be argued that the November 10, 2017 agency managers' letter in support of orderly marketing should have been provided to Prokam earlier than what occurred. However, forgetting to provide the November 10, 2017 letter, which was not drafted by Mr. Solymosi, and contained no mention of Prokam or Mr. Dhillon, was simply an oversight, which Mr. Solymosi admitted.⁷³ Importantly, the letter was

⁶⁹ *Hill v. Hamilton-Wentworth Regional Police Services Board*, [2007 SCC 41](#), at paras. 3 and 73

⁷⁰ *Hill v. Hamilton-Wentworth Regional Police Services Board*, [2007 SCC 41](#), at para. 73

⁷¹ *Hill v. Hamilton-Wentworth Regional Police Services Board*, [2007 SCC 41](#), at para. 58

⁷² *Hill v. Hamilton-Wentworth Regional Police Services Board*, [2007 SCC 41](#), at paras. 3 and 73

⁷³ Transcript of A. Solymosi, February 9, 2022, pages 58-61 [TEB, Tab 35/Page 46]

available to Prokam for the Show Cause hearing and there was no prejudice to Prokam.

Inducement

46. With respect to a September 27, 2017 email from Mr. Solymosi to Brian Meyers, the general manager of IVCA,⁷⁴ there was no inducement; no promises were made to IVCA by Mr. Solymosi.⁷⁵

47. Although Prokam attempted to elevate the meaning of the words on the page of the September 27, 2017 email from, the evidence of other witnesses set the record straight. For example, Mr. Krause (a witness who was not a participant in this Inquiry), gave the following evidence under cross-examination by Prokam's counsel:

Q And at the end of the sentence:

I can honestly attest the commission wants IVCA to succeed as an agency as long as we're honest and upfront, work together in support of the orderly marketing system, and request assistance when needed, your agency licence is protected.

Do you see that?

A If they follow the regulations. That's what it says, yes.

Q If they provide information to the commission that's being requested --

A No, it says -- that's not what it says. It says, "orderly marketing systems." It says -- what does it say there? I can't see your -- can you lift that up a little higher, please.

Q Sorry.

A Thank you. That they comply. Right now, they're noncompliant. They need to comply. That's what it says. If you want to secure and protect your agency. That's what it says.

Q Yes, it --

A And part of that has to do with managing your growers.

Q Yes, but --

A It's not the -- it's not the commission that manages the growers; it's the agency technically. I mean, in the end, the agency has to do what the commission asks or should follow the regulations that are there set out, but the agency should be working with its growers is the bottom line.

Q Right. And Mr. Solymosi is saying here:

As long as we're honest and upfront, work together in support of the orderly marketing system, and request assistance when needed, your agency licence is protected.

⁷⁴ Exhibit 1, pages 1097-1098

⁷⁵ Transcript of T. Michell, March 30, 2022, page 29, lines 2-4 [TEB, Tab 36/Page 50]

A Yes.

Q And so you agree with me he's saying to IVCA, you can still fix this. You need to provide me with the information, be honest and upfront, and your license will be protected; right?

A He says, do orderly marketing and then you keep your licence. That's correct 100 percent. And if you need help in trying to do that, the commission is willing to try to help you, but you need to do orderly marketing. And they were not doing orderly marketing because they couldn't control their grower. If you read the emails and other information that went out, when we went to that meeting, that's what we found out that they were trying to do orderly marketing and it wasn't working because the grower was not cooperating with them to do orderly marketing. That is my understanding. Is it not your understanding?

Q That's what you were told by Mr. Meyer and Mr. Michell at the meeting you attended?

A That is what I've read in emails, correspondence between them and their grower and their sales rep Bob Gill. That's what I read, and that's what was confirmed verbally in a physical meeting, correct.⁷⁶

48. It is clear that IVCA, an agent of the Commission, was required to cooperate with the Commission. IVCA was required to be honest and straightforward with the Commission and to correct their noncompliant behaviour. This is not an inducement, but a requirement for a proper agent of the Commission.

MPL

Allegations Based on Hearsay

49. During Mr. Mastronardi's evidence, it became evident that the allegations in MPL's misfeasance claim were exclusively derived from hearsay.⁷⁷ It also became evident that Mr. Mastronardi selected the Commission members named as defendants in the MPL misfeasance claim at random, and that Mr. Solymosi was named as a defendant because "[t]here was no sense of urgency coming from him whatsoever,"⁷⁸ The evidence from Mr. Mastronardi was that at no time did Mr. Cheema name Mr. Solymosi

⁷⁶ Transcript of A. Krause, March 29, 2022, page 141, line 40 to page 144, line 15

⁷⁷ Transcript of P. Mastronardi, January 31, 2022, page 27, lines 11-24 [TEB, Tab 37/Page 51]

⁷⁸ Transcript of P. Mastronardi, January 31, 2022, page 20, lines 38-43 and page 27, line 30 to page 28, line 28 [TEB, Tab 38/Page 52]

as part of the alleged vote swapping/back scratching scheme or the alleged campaign to prevent MPL from entering the BC market.⁷⁹

50. Further, it became painfully apparent that Mr. Mastronardi did not understand his own allegations, resorting to exercising the phrases “you scratch my back, I’ll scratch yours,” “old boys’ club,” and “moratorium,” contained in over 80 of his responses during his testimony. On several occasions, Mr. Mastronardi’s responses to questions were “[y]ou would have to ask Ravi Cheema.”⁸⁰ Unsurprisingly, Mr. Cheema is a grower aligned with MPL.⁸¹

51. At the time that Mr. Mastronardi (and his counsel)⁸² directed various counsel to “ask Ravi Cheema” with the hopes that he would corroborate Mr. Mastronardi’s evidence, Mr. Cheema was not scheduled to appear as a witness in this Inquiry. After an application for further witnesses, Mr. Cheema was added as a witness to the Inquiry. Despite this addition, Mr. Cheema’s evidence was not of much value to MPL in relation to its allegations. Mr. Cheema’s evidence was also primarily based on hearsay, with liberal reference to the vague “scratch my back” and “old boys’ club” mantras. When questioned as to the source of his information, Mr. Cheema refused to provide specific names.⁸³ In light of the above, any evidence provided by Mr. Mastronardi and Mr. Cheema should be taken with a grain of salt.

52. Mr. Mastronardi made repeated reference to an October 19, 2020 meeting attended by various Commission members (the “**October Meeting**”). He alleged that this meeting was where Commission members expressed that they did not want MPL to enter the BC market.⁸⁴ Seemingly unbeknownst to Mr. Mastronardi and Mr. Cheema,

⁷⁹ See Schedule A, paras. 13, 27 [TEB, Tabs 69, 83/Pages 113, 146]

⁸⁰ Transcript of P. Mastronardi, January 31, 2022, page 19, line 46 and page 20, line 5 and page 28, lines 8-9 and page 73, line 18; Transcript of P. Mastronardi, February 1, 2022, page 101, lines 42-43 [TEB, Tab 39/Page 55]

⁸¹ Transcript of P. Mastronardi, January 31, 2022, page 25, lines 14-18 and lines 24-32; Transcript of P. Mastronardi, February 1, 2022, page 82, lines 2-9 [TEB, Tab 40/Page 60]

⁸² Transcript of P. Mastronardi, January 31, 2022, page 32, line 30 to page 33, line 43 and page 55, lines 18-19 [TEB, Tab 41/Page 62]

⁸³ Transcript of R. Cheema, April 20, 2022, page 94, lines 10-40 [TEB, Tab 42/Page 65]

⁸⁴ Transcript of P. Mastronardi, January 31, 2022, page 19, line 34 to page 20, line 11 and page 22, line 11 to page 23, line 4 and lines 20-26 [TEB, Tab 43/Page 66]

is the fact that: (a) the October Meeting was a Workshop Meeting at the Tsawassen Hotel moderated by Larry Donen, not a Commission meeting; (b) there are notes of the October Meeting;⁸⁵ and (c) the October Meeting was recorded.⁸⁶ Portions of the audio from the October Meeting were played for Mr. Cheema who identified certain individuals referring to MPL. The evidence was that one such individual was Mr. Cheema himself, and the individual who brought up the name “Mastronardi” was not a Commission member, but a producer, Vijay Randhawa.⁸⁷

53. With respect to the allegation that Mr. Solymosi purportedly told Linda Delli Santi that MPL is “the enemy”, Ms. Delli Santi confirmed that at no time did Mr. Solymosi state to her MPL was the enemy or any words to that effect and at no time did she communicate to Mr. Jones that Mr. Solymosi made any such statement to her.⁸⁸

Unlawful Acts

54. The many allegations levelled by MPL against Mr. Solymosi were dealt with one by one throughout the course of cross-examination and distilled down to the following: according to Mr. Mastronardi, the unlawful acts of Mr. Solymosi were an alleged “smart aleck” tone on a telephone call and delayed responses, which were later accepted by Mr. Mastronardi to be due to external factors outside of Mr. Solymosi’s control.⁸⁹

55. The alleged financial benefit that Mr. Solymosi obtained was continuing his employment as general manager of the Commission.⁹⁰

Moratorium

56. A moratorium on agency applications was imposed by the Commission on June 28, 2019 (the “**Moratorium**”).⁹¹ The imposition of the Moratorium had nothing to do with MPL, who did not submit its agency application until more than a year later. The

⁸⁵ Exhibit 1, pages 4464-4474

⁸⁶ Exhibit 42, Digital recording of October 19, 2020 agency producers' and agency managers' meeting

⁸⁷ Transcript of R. Cheema, April 20, 2022, page 98, lines 24-27 [**TEB, Tab 44/Page 70**]

⁸⁸ Exhibit 33, Interview Report of Linda Delli Santi [**TEB, Tab 45/Page 71**]

⁸⁹ See Schedule A, paras. 22, 29-38 [**TEB, Tabs 78, 85-94/Pages 135, 149-162**]

⁹⁰ See Schedule A, para. 20 [**TEB, Tab 76/Page 130**]

⁹¹ Exhibit 1, page 4179

Commission members who voted for the imposition of the Moratorium were Debbie Etsell, John Newell, Blair Lodder, Mike Reed, Brent Royal, and Eric Schlact.⁹² The Moratorium remained in place until the Commission completed its strategic review and amendments to agency application requirements (i.e. Amending Order 54).

57. On October 29, 2020, a month after the Commission received MPL's agency application despite the Moratorium being in place, a panel of Commission members was struck to consider MPL's agency application. The panel consisted of the following Commission members: Armand Vander Meulen, Brent Royal, Peter Guichon, Hugh Reynolds, and Debbie Etsell.⁹³ Notably, of the Commission members selected for the panel, only Mr. Guichon was named in MPL's Notice of Civil Claim. On November 5, 2020, the panel was instructed not to open the MPL application package until Amending Order 54 was completed.⁹⁴ The decision not to open the package until Amending Order 54 was completed was made by Debbie Etsell, the chair of the Commission.⁹⁵

58. MPL alleges that the Commission was aware that MPL intended to submit an agency application. This allegation can be dealt with quite simply: intentions or aspirations to apply to the Commission to become an agency do not amount to an application for agency status. MPL has attempted to elevate *aspirations* to an actual application. MPL's actual application was submitted on September 10, 2020 and the Commission acted upon it. Mr. Mastronardi conceded Mr. Solymosi is not responsible for any delay regarding MPL's actual agency application.⁹⁶

BAJWA

59. In or around the summer of 2020, Nupinder and Harjeet Bajwa, principals of Bajwa, were involved in a messy marital dispute. During the course of the marital dispute, Ms. Bajwa apparently was granted control of Bajwa (including Bajwa's delivery allocation)

⁹²Exhibit 7, June 24, 2019 Minutes; Transcript of A. Solymosi, February 11, 2022, page 188, line 40 to page 189, line 13 **[TEB, Tab 158/Page 272]**

⁹³ Exhibit 1, page 4494

⁹⁴ Exhibit 1, page 4556

⁹⁵ Transcript of A. Solymosi, February 11, 2022, page 191, lines 16-29 **[TEB, Tab 46/Page 73]**

⁹⁶ See Schedule A, paras. 30, 32-36 **[TEB, Tabs 86, 88-92/Pages 150, 154-158]**

pursuant to a Court Order, which was not provided to Mr. Solymosi.⁹⁷ On September 18, 2020, Mr. Solymosi received an email from Murray Driediger outlining the existence of a messy marital dispute involving the Bajwa principals, that Mr. Bajwa was requesting the use of Bajwa's delivery allocation to market cabbage, and that Mr. Dhillon was the brother-in-law of Ms. Bajwa.⁹⁸ The evidence was that Mr. Dhillon's name appeared in Mr. Driediger's email due to Mr. Dhillon's litigious history, nothing more.⁹⁹ Regardless, Mr. Solymosi cannot be held responsible for what others decide to put in their emails.

60. In 2020, no cabbage was planted by Bajwa. On the other hand, Mr. Bajwa, who was not entitled to use Bajwa's delivery allocation as a result of the Court Order, assisted Van Eekelen Ltd. in growing cabbage on lands formerly leased by Bajwa. When Mr. Bajwa requested to use Bajwa's delivery allocation to market and deliver this cabbage, the Commission appropriately denied his request. As a result, Van Eekelen and Mr. Bajwa applied for market access for the cabbage. This cabbage was not marketed through Bajwa and Bajwa was not entitled to any proceeds from its sale.

61. On November 6, 2020, Ms. Bajwa's counsel sent a letter to the Commission demanding that any proceeds obtained from the sale of the Van Eekelen cabbage and, further still, any funds related to the Van Eekelen cabbage, be paid to Bajwa.¹⁰⁰ Mr. Solymosi responded on November 9, 2020, rightly stating that this was a private financial dispute between parties over which the Commission had no jurisdiction and would not be getting involved.¹⁰¹

62. Despite a focus on Mr. Solymosi's "recommendation" to the Commission regarding the Bajwa situation, the evidence was clear that Mr. Solymosi merely presented

⁹⁷ Transcript of A. Solymosi, February 9, 2022, page 140, lines 30-38 [TEB, Tab 47/Page 74]

⁹⁸ Exhibit 1, page 4455

⁹⁹ Transcript of M. Driediger, March 28, 2022, page 70, line 24 to page 71, line 4 and lines 39 to page 72, line 1 and page 161, lines 6-42 [TEB, Tab 48/Page 75]

¹⁰⁰ Exhibit 1, page 4561

¹⁰¹ Exhibit 1, page 4586

information to the Commission as general manager, and the Commission members did not rely upon his recommendations when making their decisions.¹⁰²

63. Mr. Solymosi did not interfere with Bajwa's delivery allocation in any way. Mr. Bajwa's request to use Bajwa's delivery allocation to market the Van Eekelen cabbage was denied by the Commission.¹⁰³ Mr. Solymosi had no obligation to investigate private affairs or marital disputes, and owed no private law duty to Ms. Bajwa. Mr. Solymosi is entitled to rely upon the information provided by the agents of the Commission (i.e. Mr. Driediger). Mr. Solymosi never raised any association between Ms. Bajwa and Mr. Dhillon, nor made any reference to Prokam in any of its communications with Ms. Bajwa.

64. There is no evidence of any personal animosity in Mr. Solymosi's dealings with Ms. Bajwa.

CREDIBILITY

65. As outlined in *Bradshaw v. Stenner*, 2010 BCSC 1398, credibility involves an assessment of the trustworthiness of a witness' testimony based upon the veracity or sincerity of a witness and the accuracy of the evidence the witness provides.¹⁰⁴ The art of assessment involves examining various factors such as the ability and opportunity to observe events, the firmness of the witness' memory, the ability to resist the influence of interest to modify the witness' recollection, whether the witness' evidence harmonizes with independent evidence that has been accepted, whether the witness changes his or her testimony during direct and cross-examination, whether the witness' testimony seems unreasonable, impossible, or unlikely, whether a witness has a motive to lie, and the demeanour of a witness generally.¹⁰⁵ Ultimately, the validity

¹⁰² Transcript of J. Newell, April 19, 2022, page 87, lines 10-15 [TEB, Tab 49/Page 79]

¹⁰³ Exhibit 1, pages 4490 and 4509-4513

¹⁰⁴ *Bradshaw v. Stenner*, [2010 BCSC 1398](#), at para. 186 citing *Raymond v. Bosanquet (Township)* (1919), [1919 CanLII 11 \(SCC\)](#)

¹⁰⁵ *Bradshaw v. Stenner*, [2010 BCSC 1398](#), at para. 186 citing *Faryna v. Chorny*, [1951 CanLII 252 \(BC CA\)](#)

of the evidence depends upon whether the evidence is consistent with the probabilities affecting the case as a whole and shown to be in existence at the time.¹⁰⁶

Prokam

66. Mr. Dhillon's credibility is suspect. He admits to facts favourable to his allegations, while denying facts which may weaken them, even when faced with irrefutable evidence to the contrary. For example, when questioned as to his own knowledge of minimum pricing in British Columbia, Mr. Dhillon—who has been involved in the BC regulated vegetable industry since at least 2000 (as the operations manager of Sam Enterprises Ltd.),¹⁰⁷ if not earlier—provided the following testimony:

A It was well known in the industry maybe that IVCA was selling below minimum pricing, right? Everybody's dragging the grower into this, right? I'm a grower. I'm not an agency. I'm not nothing like that, right? No need to – I don't -- I can't wrap my head around this why anybody would treat a grower like this. My family has operated hundreds of acres and we've given nothing but produce and added value to BC market. We're not about rogue -- this is all wrong.

Q Sir, you just said that it was well known in the industry that IVCA was selling potatoes below market price.

A Sorry, that's not what I meant. I meant, like, whatever IVCA was doing, if that's what people were saying, it wasn't the grower doing it; it was IVCA doing it.

Q But, sir, everyone in the industry at that time knew that Prokam through IVCA was selling potatoes below the commission's minimum price; correct?

A Why does it fall on the grower?

Q I'm not asking -- just stop for a minute. I'm not asking you why; I'm not asking whose fault it was. I'm putting to you that you knew full well -- IVCA knew full well, everybody knew full well that there was a minimum price for export potatoes and Prokam and IVCA was selling below that minimum price, that was well known, wasn't it, sir?

A I did not know. That's agency business, sir.

Q Sir, you're going to tell me your evidence is that you didn't know that there was some dissatisfaction in the industry as a whole that you were selling below minimum price. You didn't know that?

A I had faith in my agency. I knew what they were doing had to have been correct.

¹⁰⁶ *Bradshaw v. Stenner*, [2010 BCSC 1398](#), at para. 186 citing *Faryna v. Chorny*, [1951 CanLII 252 \(BC CA\)](#); *0981352 B.C. Ltd. v. Sarpal*, [2021 BCSC 417](#)

¹⁰⁷ Exhibit 12, LinkedIn profile, BBB profile and BC Marketing Board decision, at pages 13-14

Q Sir, I'm not asking you whether -- what your agency did was correct or incorrect; I'm asking you whether you knew A, there was a minimum price and B, that IVCA was selling your potatoes below that price. You didn't know that?

A Not until I got the cease and desist order.

Q That's the first time you learned that? Is that really your evidence?

A Yes.

Q You had no idea there was a minimum price and you had no idea that Prokam's potatoes were being sold below the minimum price, that's your evidence?

A I'm a grower, I'm sorry, yes.

CNSL C. HUNTER: Mr. Mitha, I'd like to clarify on the record, are you suggesting that there was a lawfully enacted export minimum price at this time?

CNSL N. MITHA: No, I'm not suggesting anything. I'm suggesting there was a minimum price set by the commission for export, that's all I'm suggesting. I'm not suggesting whether it was lawful or not. I'm just asking if he knows that there was a minimum price set. Whether it was lawful -- whether he thought it was lawful or unlawful, whether he thought it was valid or invalid, did he know a minimum price was set, that's the question.

Q So let me clarify that for you, sir. Whether or not you thought it was valid, whether it was valid or not valid did you know that the commission had set a minimum price for export of potatoes in August of 2017?

A I did not get involved in pricing.

Q So the answer is you didn't know?

A Didn't know.¹⁰⁸

67. It is unbelievable that Mr. Dhillon did not know that there was a minimum price in British Columbia until the Cease and Desist Orders were issued on October 10, 2017. As director and vice president of IVCA,¹⁰⁹ it is also unbelievable that Mr. Dhillon, who signed a July 10, 2017 letter as vice president of IVCA, had no responsibility regarding Prokam's agency (IVCA).

68. While Mr. Dhillon repeatedly and conveniently pleads ignorance when suited to him (endlessly repeating the "Dhillon mantra" that Mr. Dhillon "relied on [his] agency"), he attempts to sweep under the rug the fact that he was a director and the vice president of IVCA with fiduciary obligations¹¹⁰ when the Commission's investigation was underway and when the Cease and Desist Orders were issued.

¹⁰⁸ Transcript of B. Dhillon, February 3, 2022, page 91, line 14 to page 92, line 41

¹⁰⁹ See Schedule A, paras. 52, 53, 84 [TEB, Tabs 108, 109, 140/Pages 186, 190, 244]

¹¹⁰ See Schedule A, para. 52 [TEB, Tab 108/Page 186]

69. The evidence in this Inquiry has revealed that Mr. Dhillon makes allegations, deflects, and does everything except accept responsibility for not following the rules and General Orders of the Commission, which are in place for the benefit of all participants in the regulated vegetable marketing industry to ensure orderly marketing.

MPL

70. Mr. Mastronardi's evidence is also suspect. His answers to the same questions changed on a number of occasions. A stark example is reproduced below. When examined on the date that Mr. Mastronardi finally revealed Ravi Cheema's name as being the source of the majority of information forming the basis of MPL's civil claim, Mr. Mastronardi's evidence changed before and after a break in the hearing. First, Mr. Mastronardi's evidence was that Mr. Cheema allowed his name to be revealed between January 12 and 20, 2022. Then, after Mr. Mastronardi's counsel made numerous objections which had the effect of alerting Mr. Mastronardi to the existence of an Interview Report from Hearing Counsel, dated November 23, 2021,¹¹¹ Mr. Mastronardi's evidence was that Mr. Cheema allowed his name to be revealed sometime around November 23, 2021.

- a. Initially, Mr. Mastronardi's evidence regarding revealing Mr. Cheema's name was as follows:

Q All right. So when did Mr. Ravi Cheema tell you that it's okay to tell them I've given you this information?

A I believe sometime in 2021 he said that we should look for minutes because there might have been minutes or something like that of a meeting if there was a sanction meeting.

Q Sir, I will go back to my question. So when did Mr. Ravi Cheema say you can disclose this information and my name? When did he tell you that?

A His name? Wouldn't have been till most recently that he wanted his name out there for fear, like I said, that there was going to be retaliation from him in the community and in the greenhouse community and the board.

Q Great. Let's deal with that before I come back to the information. When did he tell you you can disclose his name?

¹¹¹ Exhibit 1, pages 5320-5323

A I don't remember the exact date. Sorry, actually to this point me personally disclosing it, he hasn't.

Q Just a moment. You have disclosed Ravi Cheema's name; correct?

A Yes.

Q And your position was that you didn't want to disclose it at least in 2020 because he asked for it to be kept confidential?

A Correct. Correct.

Q So it's a very simple question, sir. When did he tell you, "hey, Mr. Mastronardi, it's okay to tell the Commission my name, i.e. Ravi Cheema, and the information I gave you regarding the July 2020 meeting, the October 2021 meeting?" When did he tell you that?

A Just most recently over the last couple months leading up to this.

Q Oh. So it's your evidence that he told you that his name could be disclosed in December or January 2021, 2022? Is that your evidence?

A Yeah. Because we said that we were going to be, you know, going to court and it's going to come out.

Q Great. So tell me how did he tell you; was it in person or by phone?

A By phone.

Q When?

A I don't know the exact date. Like I said, it's been over the last month.

Q Well, yes. Now at least it's over the last month. So it's in January 2022. When in January 2022, sir?

A Over the last month. I don't know the exact date.

Q Okay. That's good. I know it's by phone in January 2022; have I got it correct?

A Yes.

Q Thank you. Now, was it in the first half of January 2022?

A I don't know. It would have been over the last few weeks.

Q Well, we know it's in January 2022. Was it in the first half of January 2022?

A It was close to the middle.

Q So somewhere between the 10th and the 20th to be fair to you?

A I don't know the exact dates. I'm sorry.

Q Well, sir, your evidence was it was closer to the middle. So I'm asking you putting it right in the middle of the January, was it between the 10th and the 20th of January 2022?

A Sorry, but I don't have the exact date.

Q I'm not asking you yet for the exact dates. I'm asking you was it between the 10th and the 20th of January 2022?

A Sorry, but I don't know the exact dates. You're trying to push me to an exact date that I can't remember.

Q It was by telephone, was it?

A Yes, it was.

Q Great. How long was the telephone call?

A I don't know. Sorry. I'm not sitting there recording how long my telephone calls are.

Q Sir, I'm not asking whether you are recording your telephone call. Are you able to tell us how long the telephone call was? After all it was only in the last month.

A I don't know, five to fifteen minutes.

Q All right. So tell me the exact words used by Mr. Cheema in that call?

A I don't know the exact words because I didn't mentally record it verbatim. But my recollection is that, you know, that we were going to go into the court process and that definitely his name was going to be used and somebody told us.

Q Okay. So he told you, "Mr. Mastronardi, it's okay. You can tell them that I, Ravi Cheema, gave you this information." Have I got it right?

A About the meetings and stuff like that, yeah. And about Mike Reed and that stuff, yes. He said about boys club, scratch your back/scratch my back, yes.

Q Yes. He said, "you can disclose my name and you can disclose the information?"

A I told him that we were going to be using his name and he said okay.

Q You told him you are going to be using his name and he said okay; have I got it right?

A He asked if he would be saying the information that he told me, and I told him that we'd have to say that he is the one that has given us the information.

Q Right. Were going to be using his name and he said okay; have I got it right?

A That we would be basically letting people know that that was the source of the information. Because he didn't want it to be known before that.

Q Correct.

A He asked to stay out of it.

Q You will be using his name and he said okay; correct?

A Correct.¹¹²

[...]

Q I see. When did you first approach him regarding disclosing his name?

A I think we have talked about it multiple times in the past. Like this isn't -- Ravi is someone that we talked to on a monthly basis.

Q Is it your evidence that on a monthly basis you asked him, "Ravi, we'll need to use your name," and he'd say, "no, I'm scared?"

A Well, we have asked him multiple times, yes. I don't know if it is exactly every month.

Q Okay. And every time he says, "no, I'm scared?"

¹¹² Transcript of P. Mastronardi, page 4, line 1 to page 6, line 26

A Yes.

Q But all of a sudden between January 10 and January 20, you asked him again and he said it was okay?

A Well, I think he has a combination of a couple things. Probably is that we were heading into this court proceedings and on top of that we got the agency that goes on January 12th. So maybe that gave him some confidence too that now we believe we were getting an agency licence, so it was less risk to him.

Q I see. You have given us what you believe his thoughts were. Were these things actually discussed with him in that telephone conversation before January 10 and January 20, 2022?

A Well, he knew that we had the application -- sorry. We got the agency preliminarily approved from the Commission and he actually congratulated us on getting it. So he was aware of that. And then basically the conversation that we were going into court and his name is going to have to be brought up and he said okay.

Q All right. Thank you. That's really helpful. So you had a call with him and told him the Commission has approved our agency; correct?

A He knew that. He called to -- vice versa -- and said congratulations. Because I think all the members got notice.

Q I see. And remind me, when did the Commission approve your agency?

A I think it was January 12th.

Q But he phoned you after January -- on or after January 12th?

A Yes.

Q Okay. That's helpful. And he -- and you asked him, "we'll need to use your name," and he said, "okay." Correct?

A I think it was in a conversation after that point. It wasn't on the same time I talked to him.

Q Oh, all right. So this conversation now we know took place after January 12 and before January 20th; correct?

A I believe that's the timing, yes.¹¹³

- b. Then, after interventions by his counsel, Mr. Mastronardi's evidence transformed into the following:

Q Thank you. We're going to come back to those emails because your counsel in the highest traditions of the law pointed something out to me and I thank her for doing this. As I understand your evidence, you were not allowed to disclose Ravi Cheema's name until after January 12 and on or before January 20, 2022; correct?

A Somewhere around there, yes.

Q And you were reluctant to disclose -- you didn't want to disclose his name to Mr. Mitha; correct?

¹¹³ Transcript of P. Mastronardi, page 7, line 40 to page 8, line 46

A It's not that I didn't want to. I promised Ravi I wouldn't.

Q Okay. And you are sure of that?

A Sure of what? Sorry.

CNSL R. BASHAM: Just a minute. Mr. Hira, this is really unfair. Because my [indiscernible] emailed something to you because -- maybe if the witness can be excused. I want to make a submission here. If you want to excuse the witness and have him switch off. I want to say what it is I want to say. I'm happy to do that so he is not prompted.

[SUBMISSIONS NOT TRANSCRIBED]

CNSL R. HIRA: Mr. Mastronardi, can you hear me?

PAUL MASTRONARDI: Yes.

CNSL R. HIRA:

Q So just to be clear, sometime between January 12 and January 20 was when Mr. Cheema said you can reveal his name; correct?

CNSL R. BASHAM: Objection on the basis of that's a misleading question known to counsel.

THE CHAIRPERSON: Overruled.

PAUL MASTRONARDI: Sorry, can you say the question again?

CNSL R. HIRA:

Q I want to be clear on your evidence is that sometime between January 12 and January 20, 2022, Mr. Cheema said you can use his name -- reveal his name?

A Like I said it was around those dates. I don't know the exact dates.

Q Thank you.

CNSL R. BASHAM: My objection stands as a misleading question to the witness.

CNSL R. HIRA:

Q And the reason you did not tell Mr. Mitha of the allegations that Mr. Cheema made against my client was because on November 23, you did not have permission to reveal his name?

A He did not want us to reveal his name.

CNSL R. BASHAM: Objection again. Misleading the witness of what occurred.

THE CHAIRPERSON: Overruled.

CNSL R. HIRA:

Q Sir, I'm going to put it to you that with respect to the question being asked of the commissioners by Mr. Mitha, you actually revealed Ravi Cheema's name and Creekside and some sort of behind the scenes arrangement; do you agree with me?

CNSL R. BASHAM: [Indiscernible] to the witness, Mr. Hira.

CNSL R. HIRA: Sorry, I didn't hear you.

CNSL R. BASHAM: I said to be fair to witness, put the document that I brought to your attention to the witness, please.

CNSL R. HIRA: It is up to witness to answer. If he needs to refresh his memory, I am sure he will answer to that.

CNSL R. BASHAM: And I am saying, counsel, you have an obligation to be fair to the witness and what you're doing for all the reasons that I have said without the witness in the room at my request, you are not doing so. You have misled the witness and you are continuing to do so. I object.

THE CHAIRPERSON: I think we have addressed this. Mr. Hira, please continue.

CNSL R. BASHAM: And I want to protect the record, Mr. Donkers.

CNSL R. HIRA:

Q Sir, I'm going to suggest to you that you told Mr. Mitha on November 23, Mr. Ravi Cheema's name [indiscernible] and talked about Creekside. Do you recall doing that?

A Yes.

Q So I put it to you, sir, there was no confidentiality regarding Ravi Cheema's name on November 23, 2021?

A It was confidentiality about I believe his information that he was telling us, yes.

Q But your earlier evidence was you didn't -- he didn't want his name to get out; correct?

A He didn't want his name to get out into the BC environment; correct.

Q Yes. And he was scared, he was intimidated; correct?

A Correct.

Q Yet you did reveal his name; correct?

A Did as a grower that we had, yeah. That we had because he asked what -- what growers we had and I mentioned Ravi Cheema, yes. Correct. But again --

Q Sorry, I interrupted. Please go ahead.

A No, that's fine.

CNSL R. BASHAM: Mr. Hira, I'm going have to object again. If you are going to cross-examine this witness on a document, put it in front of him. Especially since you do not properly represent what happened at that meeting to this witness when he answered all these other questions. I'm insisting that you put the document to the witness so he knows the context in which Ravi Cheema's name was mentioned. This is not a memory game. You have notes that you know very well answers this question. You have an obligation as counsel to show it to the witness.

PAUL MASTRONARDI: Can I please see the document?

CNSL R. HIRA: Well, your counsel has been pretty helpful to you.

CNSL R. BASHAM: Well, [indiscernible] --

CNSL R. HIRA: I'm happy to show you the document so we can deal with the unfortunate evidence here.

CNSL R. BASHAM: Mr. Hira, quite frankly I have been helpful to you over the break and you are using it against me.

THE CHAIRPERSON: Ms. Basham, I am --

CNSL R. BASHAM: I acted in good faith.

THE CHAIRPERSON: Ms. Basham, stop please.

CNSL R. BASHAM: No, Mr. Donkers, I am going to say this on the record because I want to protect the record.

CNSL R. HIRA: If we can just put up the document of Mr. Mitha's interview notes page 2.

Q Sir, are you able to see these notes?

A Yes.

Q Sir, the fourth full paragraph on page 2 reads as follows:

There were other conversations of growers about coming onboard with MPL. Don't know the exact meaning. MPL grower liaison heard it was a boys club in about meetings with other marketers to keep MPL out. Creekside Ravi Cheema one of the growers. The gist was that there was a behind-the-scenes arrangement between Windset and other marketers to keep MPL out of the market. The timeframe was around October 2020.

First have I read that paragraph correctly?

A Yes.

Q Do you agree with me that that is the information you gave Mr. Mitha?

A Yes. Well, not verbatim again.

Q It's a summary of the information you gave; correct?

A Correct.

Q And you revealed Ravi Cheema's name; correct?

A Right. Which I believe is in reference to the first sentence.¹¹⁴

71. Despite his acknowledgment that facts are important, Mr. Mastronardi has no facts supporting any allegation of wrongdoing by Mr. Solymosi regarding the affairs of MPL. In large part, Mr. Mastronardi's evidence was based upon his thoughts and feelings (much of which also relied upon the thoughts, feeling, and double hearsay of Mr. Cheema), as opposed to facts. Such evidence should be afforded little, if any, weight.

PERSONAL ANIMOSITY

72. With respect to the focus of this Inquiry as it relates to Mr. Solymosi, it is significant to emphasize that the Second Term is qualified by the latter portion of the sentence,

¹¹⁴ Transcript of P. Mastronardi, February 2, 2022, page 22, line 32 to page 26, line 4

namely, “**due to** a personal animosity toward at least one producer, specifically Prokam.”

73. Throughout the course of 16 days of oral hearings in this Inquiry, between January 31, 2022 and April 20, 2022, the following evidence was elicited regarding the alleged personal animosity of Mr. Solymosi:

a. Andre Solymosi, general manager of the Commission (2015-present):

i. The actions taken by Mr. Solymosi were not based on any anger or animosity against Prokam and/or Mr. Dhillon. Mr. Solymosi does not have any such animosity towards Prokam and/or Mr. Dhillon.¹¹⁵

b. Bob Dhillon, principal of Prokam and vice president of IVCA:

i. Mr. Dhillon is not aware of any animosity that Mr. Solymosi has against him.¹¹⁶

c. Blair Lodder, Commission member (2014-present):

i. In the 7 or more years that Mr. Lodder has worked with Mr. Solymosi, at no time has Mr. Solymosi shown any personal animosity towards Prokam or Mr. Dhillon. At no time has Mr. Solymosi shown any dislike for MPL. Mr. Lodder is not aware of Mr. Solymosi acting improperly or delaying MPL's application in any way.¹¹⁷

d. Cory Gerrard, Commission member (2012-present):

i. At no time in the course of working with Mr. Gerrard (since 2015), has Mr. Solymosi shown any personal bias or any animosity towards Prokam or Bob Dhillon. Mr. Solymosi has always treated Prokam and Mr. Dhillon's matters professionally. Mr. Solymosi has not shown any

¹¹⁵ Transcript of A. Solymosi, February 9, 2022, page 119, lines 18-25 [TEB, Tab 50/Page 80]

¹¹⁶ Transcript of B. Dhillon, February 7, 2022, page 38, lines 36-45 [TEB, Tab 51/Page 81]

¹¹⁷ Transcript of B. Lodder, April 20, 2022, page 14, lines 12-26 [TEB, Tab 52/Page 82]

desire to delay MPL's agency application in any way. Mr. Solymosi has shown no animosity towards Prokam or any of its principals.¹¹⁸

- e. Peter Guichon, former Commission member and vice-chair (1993-2021):
 - i. As vice-chair, Mr. Guichon observed the actions of Mr. Solymosi. In the course of that time, Mr. Guichon saw no personal animosity on the part of Mr. Solymosi to Prokam, Bob Dhillon, Bob Gill, or anyone else. Mr. Guichon is not aware of Mr. Solymosi in any way exercising any powers over Prokam, Bob Dhillon, Bob Gill, or anyone else for any improper purpose.¹¹⁹
- f. Alfred Krause, former Commission member and chair (2015-2018):
 - i. There were no actions that Mr. Krause is aware of that showed that Mr. Solymosi had any personal animosity to Prokam, Bob Dhillon, or Bob Gill. The things that were done with respect to Prokam were done using the procedures of the commission without any personal animosity. Mr. Solymosi never talked about Mr. Dhillon or Mr. Gill personally. Mr. Krause never had any inclination that there was any animosity other than frustration at the Commission that Mr. Dhillon was not following the rules of the Commission. There was nothing that Mr. Krause saw with respect to Mr. Solymosi that demonstrated any personal animosity on his part towards Prokam, Mr. Dhillon, or Mr. Gill. Mr. Solymosi was a consummate professional at all times.¹²⁰
- g. John Newell, Commission member (2011-present):
 - i. At no time since Mr. Solymosi became employed as the general manager of the Commission, has Mr. Newell seen him act improperly with respect to Prokam or Bob Dhillon. At no time has Mr. Solymosi

¹¹⁸ Transcript of C. Gerrard, April 19, 2022, page 129, lines 21-42 [TEB, Tab 53/Page 83]

¹¹⁹ Transcript of P. Guichon, April 1, 2022, page 4, lines 18-31 [TEB, Tab 54/Page 84]

¹²⁰ Transcript of A. Krause, March 29, 2022, page 163, lines 22-36 [TEB, Tab 55/Page 85]

let his personal views infuse or inject themselves into any discussions regarding Prokam or Bob Dhillon. At no time has Mr. Solymosi acted improperly with respect to MPL's application for an agency licence. At no time has Mr. Solymosi infused the discussion with any of his personal views. Mr. Solymosi has not tried to delay the MPL application in any way.¹²¹

h. Mike Reed, former Commission member (2017-2021):

i. In the 4 years that Mr. Reed worked with Mr. Solymosi, Mr. Solymosi has not, in any way, acted improperly with respect to MPL or its application. Mr. Solymosi has not tried to influence any Commission members regarding MPL or its application.¹²²

74. There is no evidence that Mr. Solymosi acted with personal animosity towards Prokam, MPL, or Bajwa, in the course of his duties as general manager of the Commission.

CONCLUSION

75. Throughout this Inquiry, there has been a lot of evidence from complainant witnesses about feelings or hearsay as opposed to facts. The serious allegations levelled against Mr. Solymosi require facts. The facts are clear. At all times, Mr. Solymosi's conduct fell within the purview of his duties as general manager of the Commission. He sought, and received, authorization from the Commission chair and vice-chair prior to issuing the Cease and Desist Orders. He did not vote or make any decisions regarding Prokam, MPL, or Bajwa. He acted reasonably, in good faith, and with the overarching purpose of enforcing orderly marketing in the regulated vegetable industry.

76. There is simply no evidence supporting any conclusion that Mr. Solymosi exercised any of the limited powers granted to him by the Commission due to any personal animosity against Prokam or Bob Dhillon, or any other producer. There has similarly

¹²¹ Transcript of J. Newell, April 19, 2022, page 73, line 44 to page 74, line 22 [TEB, Tab 56/Page 86]

¹²² Transcript of M. Reed, April 19, 2022, page 15, lines 4-15 [TEB, Tab 57/Page 88]

been no evidence of any corruption, malice, or misfeasance in public office with respect to Mr. Solymosi.

77. The Bajwa complaint is frivolous. The Commission does not involve itself in private law disputes. There are no extraordinary circumstances engaged in allowing the orderly marketing of cabbage owned and grown by Van Eekelen. Ms. Bajwa's remedies, if any, are in the Supreme Court of British Columbia against Mr. Bajwa. Her complaints in this Inquiry are ill-founded and vexatious.

78. Mr. Mastronardi has conceded that the only complaint that he has against Mr. Solymosi is regarding his tone or attitude during a telephone call, the date of which he cannot recall and which has not been documented in any way. He is unable to provide any particulars of wrongdoing by Mr. Solymosi. It is disappointing to have a powerful businessman and his successful company make serious allegations of wrongdoing against a public servant, who admittedly has no decision-making authority over MPL's application for agency status, without any supporting evidence.

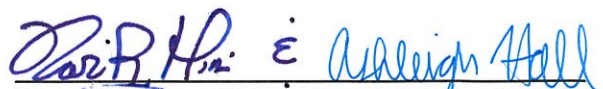
79. Given the state of the evidence, it is a reasonable inference that the complainant participants herein have launched their civil claims to extract agency status from the Commission.

80. In summary, there is no evidence of any wrongdoing by Mr. Solymosi. It is respectfully submitted that this Review Panel should clearly and unequivocally absolve him. Any stain of wrongdoing raised by these baseless allegations must be removed.

COSTS

81. Mr. Solymosi reserves the right to speak to costs.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 13th day of June, 2022 at Vancouver, British Columbia


Ravi R. Hira, QC and Ashleigh K. Hall
Counsel for Andre Solymosi

SCHEDULE "A"

ADMISSIONS FROM COMPLAINANT WITNESSES

1. Various admissions favourable to all non-complainant participants with respect to the MPL allegations, and to Mr. Solymosi specifically with respect to the Prokam allegations, in the course of this Inquiry are outlined below.

EVIDENCE OF PAUL MASTRONARDI (MPL)

2. Mr. Mastronardi is not sure if Peter Guichon was on the panel of 5 that was struck to consider the MPL agency application. Mr. Mastronardi has no idea if John Newell, Mike Reed, Corey Gerrard, Peter Guichon, or Blair Lodder saw the MPL agency application;¹²³
3. Mr. Mastronardi has no idea if Mike Reed recused himself from the MPL agency application, and has no evidence that he did not recuse himself;¹²⁴
4. Mr. Mastronardi is not aware if John Newell recused himself from the MPL application and has no evidence to the contrary;¹²⁵
5. There were 8 commissioners on the Commission at the time MPL's NoCC was filed. Since Mr. Mastronardi needed 5 Commissioners to constitute a majority, MPL named all the Commissioners related to storage crop agencies, deducing that they were part of the alleged "you scratch my back, I'll scratch yours" scheme;¹²⁶
6. In relation to Mr. Mastronardi's belief that there is a movement to restrict new agencies from entering the market, Mr. Mastronardi has no evidence that any applications have been put forward;¹²⁷
7. Mr. Mastronardi has no evidence to contradict that anyone other than MPL has applied to the Commission for an agency licence in past 10 years. Mr. Mastronardi

¹²³ Transcript of P. Mastronardi, January 31, 2022, page 55, lines 41 to page 56, line 5 and lines 13-28 [TEB, Tab 58/Page 89]

¹²⁴ Transcript of P. Mastronardi, January 31, 2022, page 66, line 40 to page 67, line 14 and page 68, lines 24-28 [TEB, Tab 59/Page 91]

¹²⁵ Transcript of P. Mastronardi, January 31, 2022, page 72, lines 3-13 [TEB, Tab 60/Page 94]

¹²⁶ Transcript of P. Mastronardi, February 1, 2022, page 47, lines 10-31 [TEB, Tab 61/Page 95]

¹²⁷ Transcript of P. Mastronardi, January 31, 2022, page 74, lines 3-19 [TEB, Tab 62/Page 96]

- has no evidence, other than his own belief and the hearsay evidence of Ravi Cheema (RE the “old boys’ club” and alleged “you scratch my back, I’ll scratch yours” scheme), regarding whether the moratorium was as a result of a vote swapping agreement;¹²⁸
8. Paragraph 23(a) of the MPL NoCC (RE unlawful acts) does not specify what acts were taken to prevent MPL from entering the market. Mr. Mastronardi agrees that the Ravi Cheema hearsay and moratorium particulars are not stated at paragraph 23(a) of the MPL NoCC;¹²⁹
 9. The only further particulars about what the specific unlawful acts in paragraph 23(a) of the MPL NoCC are is the “you scratch my back, I’ll scratch yours” hearsay of Ravi Cheema and the fact that the moratorium was in place and not lifted;¹³⁰
 10. According to Mr. Mastronardi, the illegal act by Andre Solymosi in paragraph 23(b) of the MPL NoCC is communicating to Ravi Cheema that Mr. Cheema had to get the permission of Mike Reed;¹³¹
 11. Paragraph 23(c)(i) of the MPL NoCC in no way engages the acts of Andre Solymosi and does not apply to Andre Solymosi. Paragraph 25(c) of the MPL NoCC has no application to Andre Solymosi and contains no allegations against Andre Solymosi;¹³²
 12. Mr. Mastronardi is not making the suggestion, in paragraph 25(d) of the MPL NoCC, or at any time, that Andre Solymosi acted independently of any Commissioner to harm MPL;¹³³

¹²⁸ Transcript of P. Mastronardi, January 31, 2022, page 56, line 29 to page 62, line 33 [TEB, Tab 63/Page 97]

¹²⁹ Transcript of P. Mastronardi, February 1, 2022, page 45, lines 3-22 [TEB, Tab 64/Page 104]

¹³⁰ Transcript of P. Mastronardi, January 31, 2022, page 28, line 35 to page 30, line 19 [TEB, Tab 65/Page 105]

¹³¹ Transcript of P. Mastronardi, February 1, 2022, page 80, lines 33-42 [TEB, Tab 66/Page 108]

¹³² Transcript of P. Mastronardi, February 1, 2022, page 86, lines 33-45 and page 92, lines 12-32 [TEB, Tab 67/Page 109]

¹³³ Transcript of P. Mastronardi, February 1, 2022, page 92, lines 45 to page 93, line 9 [TEB, Tab 68/Page 111]

13. Mr. Mastronardi was not told any Commissioner names by Ravi Cheema about the alleged vote swapping agreement. Ravi Cheema did not name any specific Commissioner as part of the “you scratch my back, I’ll scratch yours” scheme;¹³⁴
14. Other than the hearsay of Ravi Cheema regarding a purported report by Dawn Glyckherr about “corruption at the top” of the Commission, Mr. Mastronardi does not have specific evidence that the moratorium was targeted at MPL or any other agency;¹³⁵
15. No specific decision is being referred to where there was a vote to lift the moratorium and the Commissioners decided not to. Mr. Mastronardi believes the Commissioners should have lifted the moratorium and, because they did not, they denied MPL’s agency application;¹³⁶
16. Mr. Mastronardi agreed that his conversation with Jeff Madu in August 2021 (RE hearsay that MPL should drop its lawsuit since the Newells would ensure MPL did not get a licence) was after the MPL NoCC was filed and Mr. Mastronardi did not rely on this information in the MPL NoCC;¹³⁷
17. Andre Solymosi is an employee of the Commission and is not a Commissioner nor a voting member of the Commission. Andre Solymosi does not make decisions other than those delegated to him by the Commission. Andre Solymosi does not have the power to make the decisions on a vote and made no decisions on voting. Whether or not there is a moratorium in place, whether MPL gets an agency licence, and whether a transfer in production allocation occurs or not are not decisions that Andre Solymosi makes. Mr. Mastronardi knows Andre Solymosi does not vote;¹³⁸

¹³⁴ Transcript of P. Mastronardi, February 1, 2022, page 6, lines 22-26 and page 46, line 41 to page 47, line 2; Transcript of P. Mastronardi, January 31, 2022, page 21, lines 14-44 and page 24, lines 24-29 **[TEB, Tab 69/Page 113]**

¹³⁵ Transcript of P. Mastronardi, February 1, 2022, page 8, line 34 to page 9, line 7 **[TEB, Tab 70/Page 118]**

¹³⁶ Transcript of P. Mastronardi, February 1, 2022, page 48, lines 5-22 **[TEB, Tab 71/Page 120]**

¹³⁷ Transcript of P. Mastronardi, February 1, 2022, page 59, lines 13-25 **[TEB, Tab 72/Page 121]**

¹³⁸ Transcript of P. Mastronardi, February 1, 2022, page 72, lines 25-40 and page 78, lines 13-30; Transcript of P. Mastronardi, February 2, 2022, page 9, lines 12-19 and page 18, lines 20-24 **[TEB, Tab 73/Page 122]**

18. A transfer requires a vote. Andre Solymosi was not involved in the Ravi Cheema/Fresh4U vote and was not involved in the transfer of allocation;¹³⁹
19. Mr. Mastronardi is not aware if Andre Solymosi has a financial interest in a competitor of MPL. Mr. Mastronardi is not aware of any benefit to any business entities of Andre Solymosi or if Andre Solymosi even has any business entities;¹⁴⁰
20. According to Mr. Mastronardi, Andre Solymosi's conflict of interest is continuing his employment as the general manager of the Commission, which is the only financial benefit that MPL is alleging against Mr. Solymosi;¹⁴¹
21. Mr. Mastronardi's concern with Andre Solymosi was that he delayed and allegedly referred to MPL as "the enemy". The alleged comment made by Linda Delli Santi that Andre Solymosi said "MPL is the enemy" does not form part of the MPL NoCC;¹⁴²
22. According to Mr. Mastronardi, the unlawful acts committed by Andre Solymosi were: (1) that Andre Solymosi was (with Mike Reed) delaying a transfer and causing a problem with Ravi Cheema; and (2) when Mr. Mastronardi talked to Andre Solymosi over the telephone, Mr. Solymosi was not helpful;¹⁴³
23. According to Mr. Mastronardi, a delay (4 weeks stretching into 13 weeks) by Andre Solymosi was partly unlawful;¹⁴⁴
24. According to Mr. Mastronardi, one of the unlawful acts in paragraph 23(c)(ii) of the MPL NoCC is that Andre Solymosi failed to tell him that there was a change/amendment coming to the General Orders (i.e. Amending Order 54), and Andre Solymosi failing to respond to him;¹⁴⁵

¹³⁹ Transcript of P. Mastronardi, February 2, 2022, page 9, lines 20-39 **[TEB, Tab 74/Page 126]**

¹⁴⁰ Transcript of P. Mastronardi, February 1, 2022, page 91, line 38 to page 92, line 3 and page 94, lines 11-16 **[TEB, Tab 75/Page 127]**

¹⁴¹ Transcript of P. Mastronardi, February 1, 2022, page 87, lines 4-24 and page 96, lines 30-35 and page 99, lines 18-21 **[TEB, Tab 76/Page 130]**

¹⁴² Transcript of P. Mastronardi, February 1, 2022, page 8, lines 14-23; Transcript of P. Mastronardi, February 2, 2022, page 15, lines 38-42 **[TEB, Tab 77/Page 133]**

¹⁴³ Transcript of P. Mastronardi, February 1, 2022, page 72, line 47 to page 73, line 13 **[TEB, Tab 78/Page 135]**

¹⁴⁴ Transcript of P. Mastronardi, February 1, 2022, page 73, line 39 to page 74, line 1 **[TEB, Tab 79/Page 137]**

¹⁴⁵ Transcript of P. Mastronardi, February 1, 2022, page 74, lines 2-21 and page 84, line 46 to page 85, line 8 **[TEB, Tab 80/Page 139]**

25. Mr. Mastronardi did not rely on Andre Solymosi when making MPL's agency application in September 2020, he relied on his lawyers. Mr. Mastronardi was aware that a moratorium on agency application was in place when MPL submitted its agency application on September 10, 2020;¹⁴⁶
26. According to Mr. Mastronardi, Andre Solymosi's unlawful acts were failing to do things in an expedited manner, delaying MPL on purpose, not telling Mr. Mastronardi about the application process, not telling Mr. Mastronardi about the anticipated change in the General Orders (i.e. Amending Order 54), and asking for information from Ravi Cheema;¹⁴⁷
27. According to Mr. Mastronardi, at no time did Ravi Cheema say that Andre Solymosi is involved in vote swapping. According to Mr. Mastronardi, at no time did Ravi Cheema say that Andre Solymosi was "scratching the back" of the Commissioners to have his "back scratched". Ravi Cheema did not use Andre Solymosi's name at all;¹⁴⁸
28. According to Mr. Mastronardi, the deliberate actions undertaken by Andre Solymosi regarding paragraph 25(e) of the MPL NoCC are: delaying, not giving all information in the change in filing, and not responding to Mr. Mastronardi;¹⁴⁹
29. The only allegations made against Andre Solymosi at Mr. Mastronardi's November 23, 2021 Interview with Hearing Counsel were: (1) Andre Solymosi was not honouring his timeline commitments to Mr. Mastronardi (i.e. delaying); and (2) an MPL employee having lunch with Linda Della Santi who said something about Andre Solymosi stating MPL is "the enemy". No other allegations made against Andre Solymosi;¹⁵⁰
30. Mr. Mastronardi knows that, as a general manager, Andre Solymosi cannot control the Commission panel. Mr. Mastronardi understood that Andre Solymosi could not control the timing of the Commission panel's decision unless he delays information

¹⁴⁶ Transcript of P. Mastronardi, February 1, 2022, page 84, lines 20-39; Transcript of P. Mastronardi, February 2, 2022, page 36, lines 18-21 **[TEB, Tab 81/Page 142]**

¹⁴⁷ Transcript of P. Mastronardi, February 1, 2022, page 85, lines 9-11 and page 90, lines 6-19 **[TEB, Tab 82/Page 144]**

¹⁴⁸ Transcript of P. Mastronardi, February 1, 2022, page 93, line 34 to page 94, line 3 **[TEB, Tab 83/Page 146]**

¹⁴⁹ Transcript of P. Mastronardi, February 1, 2022, page 96, lines 22-40 **[TEB, Tab 84/Page 148]**

¹⁵⁰ Transcript of P. Mastronardi, February 2, 2022, page 10, lines 17-26 **[TEB, Tab 85/Page 149]**

- that the panel was requesting, and Mr. Mastronardi has no evidence that information was being delayed by Andre Solymosi;¹⁵¹
31. The matter of the additional considerations and criteria for agency applications (i.e. Amending Order 54) was before the Commission panel. The timing and what would happen next was up to the Commission panel. Mr. Mastronardi knew that Andre Solymosi did not control the timing of when the Commission panel would release its decision;¹⁵²
 32. The Commission's delay in addressing MPL's agency application between November 13, 2020 and February 19, 2021 was due to MPL's appeal;¹⁵³
 33. Andre Solymosi is not responsible for the Commission's delay, at least between November 13, 2020 to February 19, 2021, in dealing with MPL's agency licence since he was not a voter;¹⁵⁴
 34. Andre Solymosi is not responsible for the delay between February 19, 2021 and March 5, 2021 while MPL's agency application was with a Commission panel. Mr. Mastronardi is not alleging that the delay between September 18, 2020 and March 5, 2021 is something that Andre Solymosi is responsible for, rather it is something that the Commission panel is responsible for;¹⁵⁵
 35. According to Mr. Mastronardi, none of what Ravi Cheema has to say implicates Andre Solymosi. Ravi Cheema had nothing to say about Andre Solymosi regarding the delay of the MPL application;¹⁵⁶
 36. Mr. Mastronardi is not alleging any delay by Andre Solymosi regarding the MPL application;¹⁵⁷

¹⁵¹ Transcript of P. Mastronardi, February 2, 2022, page 29, line 23 to page 30, line 35 [TEB, Tab 86/Page 150]

¹⁵² Transcript of P. Mastronardi, February 2, 2022, page 18, line 36 to page 19 line 24 [TEB, Tab 87/Page 152]

¹⁵³ Transcript of P. Mastronardi, February 2, 2022, page 40, lines 3-21 [TEB, Tab 88/Page 154]

¹⁵⁴ Transcript of P. Mastronardi, February 2, 2022, page 27, lines 23-33 [TEB, Tab 89/Page 155]

¹⁵⁵ Transcript of P. Mastronardi, February 2, 2022, page 28, lines 3-7 and lines 14-19 [TEB, Tab 90/Page 156]

¹⁵⁶ Transcript of P. Mastronardi, February 2, 2022, page 14, lines 11-16 and lines 19-22 [TEB, Tab 91/Page 157]

¹⁵⁷ Transcript of P. Mastronardi, February 2, 2022, page 18, lines 9-12 and page 27, line 29 to page 28, line 19 [TEB, Tab 92/Page 158]

37. In a telephone call with Andre Solymosi, Mr. Mastronardi received a clear and direct answer and information that the MPL agency application was before a panel of the Commission;¹⁵⁸
38. Mr. Mastronardi relies upon his view that Andre Solymosi had a “smart aleck” demeanour on a telephone call to say that Andre Solymosi has committed misfeasance in public office and an unlawful act.¹⁵⁹

EVIDENCE OF BOB DHILLON (PROKAM)

39. Prokam is a producer in a regulated industry and must comply with the Commission’s General Orders;¹⁶⁰
40. Mr. Dhillon is familiar with the Commission’s minimum pricing orders and agrees that selling below the minimum price is a serious matter;¹⁶¹
41. Since at least 2010 (if not 2000), Mr. Dhillon was aware of what the Commission’s rules were regarding selling below minimum price for regulated vegetables;¹⁶²
42. On April 5, 2017, Mr. Dhillon attended a meeting with Brian Meyers, Terry Michell, Bob Gill, Andre Solymosi and others where it was emphasized that producers had to stick with their delivery allocations and that it was important not to sell below the minimum price;¹⁶³
43. Letters from the Commission are very important. Mr. Dhillon had a May 18, 2017 letter from the Commission resent to him so he could provide it to his lawyer;¹⁶⁴
44. On June 14, 2017, Mr. Dhillon received a letter from the Commission stating the importance of delivery allocation and complying with the minimum prices;¹⁶⁵

¹⁵⁸ Transcript of P. Mastronardi, February 2, 2022, page 29, lines 3-14 **[TEB, Tab 93/Page 161]**

¹⁵⁹ Transcript of P. Mastronardi, February 2, 2022, page 30, line 41 to page 31, line 1 **[TEB, Tab 94/Page 162]**

¹⁶⁰ Transcript of B. Dhillon, February 3, 2022, page 55, lines 34-42 **[TEB, Tab 95/Page 164]**

¹⁶¹ Transcript of B. Dhillon, February 4, 2022, page 77, lines 6-9; Transcript of B. Dhillon, February 7, 2022, page 32, lines 24-28 **[TEB, Tab 96/Page 165]**

¹⁶² Transcript of B. Dhillon, February 4, 2022, page 78, lines 24-29 and page 81, lines 2-21 **[TEB, Tab 97/Page 167]**

¹⁶³ Transcript of B. Dhillon, February 4, 2022, page 88, lines 2-36 **[TEB, Tab 98/Page 169]**

¹⁶⁴ Transcript of B. Dhillon, February 7, 2022, page 30, lines 32-46 and page 66, lines 19-37 **[TEB, Tab 99/Page 170]**

¹⁶⁵ Transcript of B. Dhillon, February 4, 2022, page 88, lines 37-45 **[TEB, Tab 100/Page 172]**

45. In the June 14, 2017 letter, Mr. Dhillon was warned that Prokam was intentionally planting in excess of its delivery allocation and that any volume marketed in excess of Prokam's delivery allocation would require the Commission's authorization;¹⁶⁶
46. Prokam was growing and shipping regulated product significantly outside of its delivery allocation;¹⁶⁷
47. Before September 2017, Prokam had shipped potatoes significantly greater than its assigned delivery allocation;¹⁶⁸
48. Whether Prokam's delivery allocation was 26 tonnes or 400 tonnes, Mr. Dhillon's planning intentions were upwards of 5,000 tonnes;¹⁶⁹
49. In 2017, Prokam produced and shipped in excess of any potatoes it had delivery allocation for. Prokam planted, shipped, and produced approximately 5,000 tonnes (350 acres) of potatoes, which accounted for 9% of total BC production of potatoes;¹⁷⁰
50. There is no written direction or record of IVCA directing Prokam to grow in excess of its delivery allocation;¹⁷¹
51. In response to a message from Brian Meyers informing Mr. Dhillon that IVCA had to send tonnage reports to the Commission each week, Mr. Dhillon said "fuck them" (i.e. the Commission);¹⁷²
52. Mr. Dhillon became a director of IVCA in 2016, he had fiduciary obligations as a director of IVCA, and he was a big player at IVCA;¹⁷³
53. Mr. Dhillon was vice president of IVCA;¹⁷⁴

¹⁶⁶ Transcript of B. Dhillon, February 4, 2022, page 90, lines 3-16 and page 91, lines 25-40 [TEB, Tab 101/Page 173]

¹⁶⁷ Transcript of B. Dhillon, February 3, 2022, page 39, line 26 to page 40, line 12 and page 53, lines 37-40 [TEB, Tab 102/Page 175]

¹⁶⁸ Transcript of B. Dhillon, February 4, 2022, page 2, lines 36-44 [TEB, Tab 103/Page 178]

¹⁶⁹ Transcript of B. Dhillon, February 4, 2022, page 55, line 23 to page 56, line 12 [TEB, Tab 104/Page 179]

¹⁷⁰ Transcript of B. Dhillon, February 4, 2022, page 56, lines 23-38 and line 46 to page 57, line 5 and page 58, lines 6-20 [TEB, Tab 105/Page 181]

¹⁷¹ Transcript of B. Dhillon, February 4, 2022, page 54, lines 7-11 [TEB, Tab 106/Page 184]

¹⁷² Transcript of B. Dhillon, February 7, 2022, page 63, lines 5-42 [TEB, Tab 107/Page 185]

¹⁷³ Transcript of B. Dhillon, February 4, 2022, page 85, lines 23-27; Transcript of B. Dhillon, February 3, 2022, page 14, line 41 to page 15, line 33; Transcript of B. Dhillon, February 7, 2022, page 6, lines 40-44 [TEB, Tab 108/Page 186]

¹⁷⁴ Transcript of B. Dhillon, February 4, 2022, page 85, line 23-29 and page 92, lines 19-40 and page 95, lines 10-12 [TEB, Tab 109/Page 190]

54. In the July 10, 2017 IVCA letter, which was in response to a warning from the Commission, Mr. Dhillon held himself out to the Commission as one of the responsible officers of IVCA;¹⁷⁵
55. The July 10, 2017 letter from ICVA to Andre Solymosi and others accurately reflected Prokam's position in response to the June 14, 2017 letter from the Commission;¹⁷⁶
56. There was a fallout between Prokam and IVCA about what information was needed to process orders;¹⁷⁷
57. In July 2017, the relationship between Mr. Dhillon and Mr. Gill on one hand and the IVCA staff on the other was deteriorating;¹⁷⁸
58. Throughout August 2017, changes to IVCA process/procedure between Brian Meyer and Mr. Dhillon became a matter of dispute;¹⁷⁹
59. In 2017, the state of affairs and Mr. Dhillon's working relationship between Prokam and IVCA was chaos;¹⁸⁰
60. On August 8, 2017, notice was given that a price for export potatoes would come into effect and Prokam continued to sell potatoes outside the minimum price;¹⁸¹
61. In August 2017, Prokam was shipping potatoes outside the province;¹⁸²
62. Prokam harvested and sold potatoes after the date of the cease-and-desist orders (October 10, 2017);¹⁸³
63. Mr. Dhillon has never attended pricing calls. Mr. Dhillon did not attend the November 7, 2017 agency managers' meeting and has no independent knowledge of what occurred at the meeting;¹⁸⁴

¹⁷⁵ Transcript of B. Dhillon, February 7, 2022, page 67, line 33 to page 68, line 4; Transcript of B. Dhillon, February 3, 2022, page 67, line 46 to page 68, line 14 **[TEB, Tab 110/Page 193]**

¹⁷⁶ Transcript of B. Dhillon, February 3, 2022, page 58, line 40 to page 59, line 8 and page 64, lines 28-33 and page 90, line 43 to page 91, line 3 **[TEB, Tab 111/Page 197]**

¹⁷⁷ Transcript of B. Dhillon, February 4, 2022, page 2, lines 31-35 **[TEB, Tab 112/Page 202]**

¹⁷⁸ Transcript of B. Dhillon, February 4, 2022, page 101, lines 20-26 **[TEB, Tab 113/Page 203]**

¹⁷⁹ Transcript of B. Dhillon, February 3, 2022, page 80, lines 3-15 and line 45 to page 81, line 21 and page 84, lines 32-36 **[TEB, Tab 114/Page 204]**

¹⁸⁰ Transcript of B. Dhillon, February 4, 2022, page 62, lines 6-13 **[TEB, Tab 115/Page 207]**

¹⁸¹ Transcript of B. Dhillon, February 3, 2022, page 91, lines 4-24 **[TEB, Tab 116/Page 208]**

¹⁸² Transcript of B. Dhillon, February 3, 2022, page 70, line 46 to page 71, line 17 **[TEB, Tab 117/Page 209]**

¹⁸³ Transcript of B. Dhillon, February 3, 2022, page 94, lines 32-41 **[TEB, Tab 118/Page 211]**

¹⁸⁴ Transcript of B. Dhillon, February 4, 2022, page 12, line 19 to page 14, line 18 **[TEB, Tab 119/Page 212]**

64. The November 10, 2017 letter from the agencies to Andre Solymosi (RE bad actors) was BCFresh's idea;¹⁸⁵
65. Prokam had zero interest working with BCFresh from the outset. Before attending any meetings, or receiving any offers, Mr. Dhillon was simply not prepared to work with BCFresh;¹⁸⁶
66. In 2018, 2019, and 2020, the lands that Prokam used for potatoes were used for other crops;¹⁸⁷
67. Prokam was to abide by all orders of the Commission. Prokam was not entitled to sell directly to a consumer. Prokam was required to sell its product through IVCA;¹⁸⁸
68. Prokam and Mr. Dhillon did not have authority to represent IVCA in the sales and marketing of regulated product. Mr. Dhillon knew that all regulated products are to be sold by IVCA under the direction of its general manager;¹⁸⁹
69. In August/September 2017, Prokam was selling regulated product well in excess of its delivery allocation;¹⁹⁰
70. Prokam did not have delivery allocation for Kennebec potatoes. Despite this, Prokam shipped and sold roughly 4,000 pounds of Kennebec potatoes;¹⁹¹
71. Prokam shipped regulated product in excess of its delivery allocation. Prokam did not seek approval from the Commission before producing or shipping product;¹⁹²
72. Mr. Dhillon pushed off the meeting with Mr. Solymosi in May 2017;¹⁹³
73. Mr. Dhillon did not meet with Andre Solymosi on July 4, 2017, or anytime thereafter (to October 10, 2017);¹⁹⁴

¹⁸⁵ Transcript of B. Dhillon, February 4, 2022, page 5, lines 34-46 [TEB, Tab 120/Page 215]

¹⁸⁶ Transcript of B. Dhillon, February 4, 2022, page 22, line 30 to page 23, line 6 [TEB, Tab 121/Page 216]

¹⁸⁷ Transcript of B. Dhillon, February 7, 2022, page 38, lines 21-24 [TEB, Tab 122/Page 218]

¹⁸⁸ Transcript of B. Dhillon, February 7, 2022, page 4, lines 17-26 [TEB, Tab 123/Page 219]

¹⁸⁹ Transcript of B. Dhillon, February 7, 2022, page 10, line 46 to page 11, line 15 [TEB, Tab 124/Page 220]

¹⁹⁰ Transcript of B. Dhillon, February 4, 2022, page 93, lines 5-9 [TEB, Tab 125/Page 222]

¹⁹¹ Transcript of B. Dhillon, February 7, 2022, page 4, lines 27-31; Transcript of B. Dhillon, February 4, 2022, page 57, lines 6-14 [TEB, Tab 126/Page 223]

¹⁹² Transcript of B. Dhillon, February 7, 2022, page 5, line 7 to page 6, line 26 [TEB, Tab 127/Page 225]

¹⁹³ Transcript of B. Dhillon, February 7, 2022, page 55, line 8 to page 56, line 47 [TEB, Tab 128/Page 227]

¹⁹⁴ Transcript of B. Dhillon, February 7, 2022, page 12, lines 16-21 and page 13, line 20 to page 14, line 5 [TEB, Tab 129/Page 229]

74. Everyone in the industry should play by the same rules. Mr. Dhillon does not have a problem with the Commission regulating bad actors in the industry or ensuring that orderly marketing is maintained;¹⁹⁵
75. Andre Solymosi is not a voting member of the Commission;¹⁹⁶
76. In 2018, Andre Solymosi assisted Prokam in a dispute between IVCA and Prokam regarding monies being held back;¹⁹⁷
77. Mr. Dhillon is not aware of any animosity of Andre Solymosi towards him.¹⁹⁸

EVIDENCE OF BOB GILL (PROKAM)

78. Half of Mr. Gill's salary was paid by IVCA and half was paid by Sam Enterprises. Sam Enterprises paid half of Mr. Gill's salary at Bob Dhillon's direction;¹⁹⁹
79. Mr. Gill would verify orders with Bob Dhillon;²⁰⁰
80. During his employment with IVCA, Mr. Gill did not sell potatoes produced by anyone other than Prokam. Mr. Gill sold Prokam potatoes right until the time his employment terminated (November 15, 2017);²⁰¹
81. In 2017, Prokam sold many potatoes in the early part of the year and then fewer potatoes in the latter part of the year;²⁰²
82. Mr. Gill understood that the timing of sales was important to Prokam since Bob Dhillon did not have storage facilities and could not store potatoes past October;²⁰³
83. Mr. Gill knew Prokam was shipping way in excess of its delivery allocation by at least June 14, 2017, if not earlier;²⁰⁴

¹⁹⁵ Transcript of B. Dhillon, February 7, 2022, page 35, line 39 to page 36, line 4 and lines 12-26 [TEB, Tab 130/Page 232]

¹⁹⁶ Transcript of B. Dhillon, February 3, 2022, page 48, lines 15-20 [TEB, Tab 131/Page 234]

¹⁹⁷ Transcript of B. Dhillon, February 7, 2022, page 38, lines 25-35 [TEB, Tab 132/Page 235]

¹⁹⁸ Transcript of B. Dhillon, February 7, 2022, page 38, lines 36-40 [TEB, Tab 133/Page 236]

¹⁹⁹ Transcript of B. Gill, February 7, 2022, page 87, line 34-37 and page 88, lines 5-29 [TEB, Tab 134/Page 237]

²⁰⁰ Transcript of B. Gill, February 8, 2022, page 67, lines 9-13 [TEB, Tab 135/Page 239]

²⁰¹ Transcript of B. Gill, February 8, 2022, page 78, lines 6-20 [TEB, Tab 136/Page 240]

²⁰² Transcript of B. Gill, February 8, 2022, page 69, lines 33-41 [TEB, Tab 137/Page 241]

²⁰³ Transcript of B. Gill, February 8, 2022, page 68, lines 1-12 [TEB, Tab 138/Page 242]

²⁰⁴ Transcript of B. Gill, February 8, 2022, page 84, lines 24-34 [TEB, Tab 139/Page 243]

84. The Commission's June 14, 2017 warning to IVCA and Prokam that the Commission was monitoring their activity was discussed by the IVCA board members (including Bob Dhillon) at the Victoria meeting. Sometime between June 14 and July 10, 2017, the entire IVCA board of directors (including Bob Dhillon) had a meeting in Victoria to review Bob Gill's draft response to the Commission's June 14, 2017 letter. The draft response was reviewed line by line, everyone at the meeting (including Bob Dhillon) provided input on the draft responding letter, and then approved it. The views in the July 10, 2017 responding letter are those of the board, including IVCA and Mr. Dhillon vis-a-vis Prokam;²⁰⁵
85. There was no mention of bias in the initial draft of the July 10, 2017 IVCA letter. The ideas of bias came afterwards (i.e. at the Victoria IVCA board member meeting);²⁰⁶
86. Mr. Gill understood that consequences of non-compliance with the Commission's June 14, 2017 warning notice could be serious;²⁰⁷
87. Mr. Gill was aware of how the Commission set and communicated minimum pricing;²⁰⁸
88. In August 2017, Mr. Gill recognized that there was a new policy setting minimum price. Mr. Gill knew all along that IVCA/Prokam had to comply with minimum prices in BC;²⁰⁹
89. Despite a minimum price being set in August 2017, IVCA/Prokam continued to sell below the minimum price;²¹⁰
90. Mr. Gill understood (from Andre Solymosi's August 8, 2017 email about minimum pricing) that all pricing is subject to the Commission's pricing policy and that the Commission was regulating all product grown in BC, including exports;²¹¹

²⁰⁵ Transcript of B. Gill, February 7, 2022, page 92, line 18 to page 93, line 22 and page 101, line 3 to page 102, line 23; Transcript of B. Gill, February 8, 2022, page 89, lines 20-28 **[TEB, Tab 140/Page 244]**

²⁰⁶ Transcript of B. Gill, February 8, 2022, page 83, lines 6-15 **[TEB, Tab 141/Page 249]**

²⁰⁷ Transcript of B. Gill, February 7, 2022, page 95, line 47 to page 96, line 10 **[TEB, Tab 142/Page 250]**

²⁰⁸ Transcript of B. Gill, February 8, 2022, page 14, lines 19-31 **[TEB, Tab 143/Page 252]**

²⁰⁹ Transcript of B. Gill, February 7, 2022, page 109, line 17 to page 110, line 24 **[TEB, Tab 144/Page 253]**

²¹⁰ Transcript of B. Gill, February 7, 2022, page 112, line 42 to page 113, line 2 **[TEB, Tab 145/Page 255]**

²¹¹ Transcript of B. Gill, February 8, 2022, page 71, line 29 to page 72, line 2 **[TEB, Tab 146/Page 257]**

91. Mr. Gill understood what Andre Solymosi was saying in his August 8, 2017 email (RE all regulated product grown in BC subject to minimum pricing);²¹²
92. Around August 9, 2017, IVCA and Prokam were selling product for export at a price lower than the price set by the Commission. This concerned Mr. Gill, which he raised with Brian Meyer, Bob Dhillon, and Terry Michell;²¹³
93. Sometime around late July to September 2017, there were a number of differences between Brian Meyer and Janice Solotski and Mr. Gill and Mr. Dhillon about the way orders should be processed at IVCA;²¹⁴
94. Mr. Gill had a certificate of authority which required him to abide by the rules of the Commission. Despite this, Mr. Gill was selling below the minimum price and deleted at least 15 IVCA purchase orders over many weeks;²¹⁵
95. In mid-August 2017, Mr. Gill's access to the IVCA order entry system was removed;²¹⁶
96. The 60-day forward contracts between Thomas Fresh and IVCA reflected discussions between Bob Dhillon, Tom Pollock, and Thomas Fresh before Mr. Gill was hired in April 2017;²¹⁷
97. After the 60-day forward contract between Thomas Fresh and IVCA was sent, Mr. Gill tried to bump up the price but was unsuccessful;²¹⁸
98. Mr. Gill accepted the 60-day contract between IVCA and Thomas Fresh as it had been presented to Mr. Dhillon and Ron Wittal (i.e. the pricing being below minimum price);²¹⁹
99. At no point in time did Mr. Gill obtain Brian Meyers' approval before entering into any contract with Thomas Fresh;²²⁰

²¹² Transcript of B. Gill, February 8, 2022, page 86, line 39 to page 87, line 18 [TEB, Tab 147/Page 259]

²¹³ Transcript of B. Gill, February 7, 2022, page 110, lines 29-45 [TEB, Tab 148/Page 261]

²¹⁴ Transcript of B. Gill, February 7, 2022, page 113, lines 34-42 [TEB, Tab 149/Page 262]

²¹⁵ Transcript of B. Gill, February 8, 2022, page 90, line 47 to page 91, line 17 and lines 28-32 [TEB, Tab 150/Page 263]

²¹⁶ Transcript of B. Gill, February 7, 2022, page 115, lines 17-30 [TEB, Tab 151/Page 265]

²¹⁷ Transcript of B. Gill, February 8, 2022, page 64, lines 22-35 [TEB, Tab 152/Page 266]

²¹⁸ Transcript of B. Gill, February 8, 2022, page 96, lines 19-27 [TEB, Tab 153/Page 267]

²¹⁹ Transcript of B. Gill, February 8, 2022, page 65, lines 42-47 [TEB, Tab 154/Page 268]

²²⁰ Transcript of B. Gill, February 8, 2022, page 81, lines 28-41 [TEB, Tab 155/Page 269]

100. The 60-day forward contracts between Thomas Fresh and IVCA were not provided to the Commission;²²¹
101. Mr. Gill never once told Thomas Fresh (Surrey, Saskatoon, or Alberta) that IVCA cannot sell at a price that is lower than the Commission's minimum price.²²²

²²¹ Transcript of B. Gill, February 8, 2022, page 57, lines 21-45 [TEB, Tab 156/Page 270]

²²² Transcript of B. Gill, February 8, 2022, page 97, lines 1-6 [TEB, Tab 157/Page 271]