



This is the 2nd Affidavit
of Barbara Poth in this case
and was made on May 16th, 2025

No. S248901
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

MICHAEL LARES

PETITIONER

AND:

PETER VAN DER HEYDEN and FLYING "L" RANCH LTD.

RESPONDENTS

AFFIDAVIT

I, Barbara Poth, legal assistant, C/O McQuarrie Hunter, Suite 100, 13450 102nd Avenue, Surrey, British Columbia, AFFIRM THAT:

1. I am a legal assistant at McQuarrie Hunter ("McQuarrie"), counsel for the petitioner, Michael Lares, and as such have personal knowledge of the facts hereinafter deposed to except where stated to be on information and belief, in which case I verily believe them to be true.
2. I make this affidavit in response to the application by the respondent, Peter van der Heyden, to disqualify McQuarrie from acting as Mr. Lares' counsel.

The Defamation Matter

3. On or around January 18, 2024, McQuarrie was retained by Mr. Lares and the respondent, Flying "L" Ranch Ltd. (the "Company") to respond to defamatory social media postings made by third parties against Mr. Lares and the Company (the "Defamation Matter"). I worked on the Defamation Matter with Royal Morton and Benjamin Morley.
4. McQuarrie opened this file, under number 240167, on or around January 19, 2024.

5. McQuarrie provided three reporting letters, along with three invoices, to Mr. Lares and the Company in the Defamation Matter. In addition to the retainer letter provided to Mr. Lares on January 15, 2024, McQuarrie provided to Mr. Lares:

- (a) a copy of McQuarrie's invoice No. 739727 to Mr. Lares dated February 21, 2024, attached as **Exhibit "A"** to this affidavit;
- (b) a copy of a letter from McQuarrie to Mr. Lares dated February 22, 2024, attached as **Exhibit "B"** to this affidavit;
- (c) a copy of McQuarrie's invoice No. 740918 to Mr. Lares dated March 19, 2024, attached as **Exhibit "C"** to this affidavit;
- (d) a copy of a letter from McQuarrie to Mr. Lares dated March 19, 2024, attached as **Exhibit "D"** to this affidavit;
- (e) a copy of McQuarrie's invoice No. 742041 to Mr. Lares dated April 16, 2024, attached as **Exhibit "E"** to this affidavit; and
- (f) a copy of a letter from McQuarrie to Mr. Lares dated April 16, 2024, attached as **Exhibit "F"** to this affidavit.

6. At all times, we took instructions from Mr. Lares for the Defamation Matter. I attach to my affidavit:

- (a) a copy of an email between myself, Melissa Blackwell and Mr. Lares dated January 10-14, 2024, with the subject line "Re: Defamation client – Michael Lares / Flying L Ranch" as **Exhibit "G"**;
- (b) a copy of an email from Mr. Lares to me and Melissa Blackwell dated January 23, 2024, with the subject line "Whatsapp dialogues – Jonathan Skeels" as **Exhibit "H"**;
- (c) a copy of an email exchange between myself and Mr. Lares dated February 15-16, 2024, with the subject line "Re: Michael Lares / Flying L Ranch re defamation McQ 240167" as **Exhibit "I"**;

- (d) a copy of an email from Mr. Lares to me dated February 16, 2024, with the subject line "Also include Alisse Edwards" as Exhibit "J"; and
- (e) a copy of an email exchange between myself, Benjamin Morley and Mr. Lares dated February 22, 2024 to March 15, 2024, with the subject line "Re: Michael Lares / Flying L Ranch re defamation McQ 240167" as Exhibit "K".

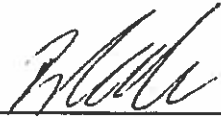
7. The Defamation Matter was held in abeyance beginning in March 2024. The last activity on the file according to the file closing form was April 23, 2024. We considered the file closed by May 2024. The file closing form was signed on February 25, 2025 to formally close the file. The reason that the file was only formally closed on February 25, 2025 is that formal file closings are low priority and sit for months at a time before the close matter form is done; and the file may still remain open for more months on the accounting side until our accounting department closes it on their end.

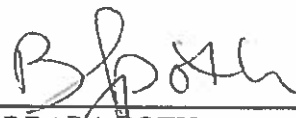
8. On or around April 18, 2024, McQuarrie opened a new file for Mr. Lares alone concerning his shareholder dispute with Mr. van der Heyden.

9. On July 26, 2024, McQuarrie provided Mr. van der Heyden's lawyer Mr. Yvan Guy Larocque with a portion of our file for the Defamation Matter.

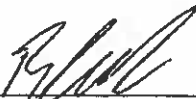
10. On or around January 29, 2025 and in response to a further request from Mr. van der Heyden's second lawyer, we provided Mr. van der Heyden's second lawyer with additional materials related to McQuarrie's engagement for the Defamation Matter. These additional materials included a redacted copy of the retainer agreement and the directors' resolution for the Defamation Matter, as well as redacted copies of three reporting letters issued to the Company and Mr. Lares. Attached as Exhibit "L" to this affidavit is a copy of the letter dated January 29, 2025 and its enclosures.

AFFIRMED, BEFORE ME at Surrey,)
 British Columbia, on May 16, 2025)


 _____)
 A Commissioner for taking Affidavits for)
 British Columbia)


 _____)
 BARBARA POTH)

This is Exhibit "A" referred to in the
Affidavit #1 of Barbara Poth
sworn before me on this 16th day of
May, 2025



A Commissioner for taking Affidavits
For the Province of British Columbia

Flying L Ranch and Michael Lares
PO Box 10
8554 Nemiah Valley Road
Nemiah Valley, BC V0L 1X0 Canada

Invoice Date: February 21, 2024
Invoice No.: 739727
Our File Number: 240167
Our Client Number: 87832
GST #R119314169

RE: Dispute - Defamation against Flying L Ranch Ltd. by various parties

DATE	DESCRIPTION	LAWYER	HOURS	AMOUNT
Jan 08 24	Receive and review email from MB re: Flying L Ranch defamation dispute background.	JMJ	0.10	29.50
Jan 09 24	Review BP summary and call with M re potential defamation suit	RJM	0.70	367.50
Jan 18 24	Conference with RJM re: file overview and instructions re: document review.	JMJ	0.10	29.50
Jan 19 24	Brief review of file material and consider issues for further review; email to BM summarizing to dos re documents review and defamation issues etc.	RJM	0.40	210.00
Jan 23 24	Emails from and to MB re client inquiry and instructions to BM re follow-up etc.	RJM	0.10	52.50
Jan 26 24	Brief review of file and consider issues for follow-up with BM etc.; instructions to team re follow-up and scheduling and re Cam advice to client re force majeure clause; brief conference with BM re docs organization	RJM	0.40	210.00
Feb 06 24	Brief review of file re status etc.	RJM	0.20	105.00
Feb 06 24	Meeting W. Barb and Mel regarding flying ranch Documents	BM	0.40	112.00
Feb 07 24	Brief review of next steps with BM for social media review etc.	RJM	0.10	52.50
Feb 08 24	Began review of documents and videos provided to us by the Client	BM	1.90	532.00
Feb 09 24	Continued reviewing key Client documents and videos	BM	5.00	1,400.00
Feb 12 24	Continued Document review, created key lists of defamatory quotes from livestream clips and from documents	BM	4.60	1,288.00
Feb 13 24	Overview of miscellaneous posts and lengthy meeting with BM to review what is defamatory and what not etc.; potential claims/cease and desist letters and problem re location of authors, dates and focusing responses	RJM	1.10	577.50
Feb 13 24	Continued key document review and reviewed new documents and videos. Reviewed and finalized key	BM	2.00	560.00

lists of defamatory quotes from livestream clips and from documents

Feb 13 24	Key strategic meeting with royal to discuss potential defamation claims.	BM	1.00	280.00
Feb 14 24	Follow-up review of various defamatory posts and assess issues; follow-up call with client and assess claims and prepare draft letter to Instagram, to whom it may concern and to four individuals etc.	RJM	1.30	682.50
Feb 14 24	Research into and Meeting with Brad regarding how to remove posts from instagram for defamation. Reviewed additional video correspondence from client. Drafted list of key questions and additional information we need form our client. Research into whether there is a way to find someone's address from Instagram. Looked up defamatory accounts on Instagram to see if they had their addresses or location information available on Instagram.	BM	1.40	392.00
Feb 14 24	Phone call with Michel and follow up email to Royal.	BM	1.20	336.00
Feb 14 24	Phone call between Ben Royal and Lars	BM	0.70	196.00
Feb 14 24	Reviewed additional documents provided by Lars	BM	0.10	28.00
Feb 15 24	Follow-up review of defamation issues and consider steps for legal action; email from BM re client other questions; email in reply with advice for client; extensive review and revisions to draft letters and further revisions	RJM	1.60	840.00
Feb 15 24	Transcribe dictation, prepare draft letters to Instagram, whom it may concern, Mr. Skeels, Ms. McQuade, Ms. McMillan and Ms. Lamar for RJM's review, discussion with BM, and email to client re contact info.	BP	1.40	175.00
Feb 15 24	Review and revise draft letters for BM's review.	BP	0.40	50.00
Feb 15 24	Receive RJM instructions, further revise draft letters and email to client for approval.	BP	0.30	37.50
Feb 15 24	Continued document review including taking key notes and reviewing Jonathan Skeels phone call with a police officer	BM	1.00	280.00
Feb 15 24	Meeting with Barb regarding key addresses and contact information, and who we are sending cease and desist letters to	BM	0.30	84.00
Feb 15 24	Receipt of and Review of correspondence between Client and Meta and Client and Barb regarding review of draft letters	BM	0.10	28.00
Feb 15 24	Email to Michael re Royal's response to his questions	BM	0.30	84.00
Feb 15 24	Review of letters provided by Royal and follow up correspondence with Royal.	BM	0.60	168.00
Feb 16 24	Follow-up review of proposed client concerns/changes with BM; prep for and client meeting with BM; several reviews and revisions to letters and follow-up meeting with BM and BP re finalizing letters and getting out etc.	RJM	1.90	997.50
Feb 16 24	Receive RJM instructions, revise draft letters and email	BP	1.60	200.00

to client for approval, multiple email exchanges and draft letters, email letters to Instagram, Mr. Skeels, Ms. McQuade, Ms. Lamar, and Ms. McMillan, and fwd copies of all to client.

Feb 16 24	Correspondence with royal and Updated draft letter to Jonathan Skeels	BM	0.20	56.00
Feb 16 24	Telephone calls with Client and correspondence with Royal and emails to client	BM	1.20	336.00
Feb 16 24	Preparation for phone call with Client	BM	0.40	112.00
Feb 16 24	Key Notetaking for telephone call between Michael Royal and myself	BM	0.50	140.00
Feb 16 24	Phone call with Michel lars re Alisse Andres	BM	0.20	56.00
Feb 16 24	Prepared Draft letter to Alisse Andrews	BM	0.20	56.00
Feb 20 24	Receive and review multiple emails from client, etc.	BP	0.40	50.00
Feb 20 24	Review further emails, discussions with BM, receive RJM instructions, update LT Andrews and fwd to client; fwd email from Mr. Skeels to client with RJM's recommendations.	BP	0.50	62.50
Feb 20 24	Receipt and review of emails, and correspondence with Michael re sending him draft letter to Alisse Andrews	BM	0.20	56.00
Feb 20 24	Email correspondence with michael and review of Allisse andrews to see if we can find an email for her.	BM	0.20	56.00
Feb 20 24	Correspondence with Michel Re Elise Reculard letter	BM	0.10	28.00
Feb 20 24	Correspondence to Royal passing on Michaels questions and correspondence with Michael regarding the effect of the cease and desist letters.	BM	0.30	84.00
Feb 20 24	Email to Michael responding to his question as to whether he could send the to whom it may concern email to a group of people who received Jonathan's defamatory email	BM	0.10	28.00
Feb 20 24	Updating to do list, billing, office organization etc.	BM	0.50	0.00
Feb 21 24	Correspondence with Michael re sending out the mass email and who to cc	BM	0.10	28.00
Total Fees			37.40	<u>\$11,533.00</u>
	Less: Courtesy Reduction			4,033.00
	Total Fees After Discount			<u>\$7,500.00</u>
	Plus GST of 5%			375.00
	Plus PST of 7%			525.00
	TOTAL FEES AND TAXES			<u>\$ 8,400.00</u>

TAXABLE DISBURSEMENTS

Copies (\$490.70 - \$190.70 Reduction) \$ 300.00

File Administration, Research and Storage Fee	\$	135.00	5
BCO/LTSA - Fees	\$	1.50	
BC Online - Company Search	\$	7.00	
Total Taxable Disbursements:	\$	443.50	
Plus GST of 5%	\$	22.18	
TOTAL DISBURSEMENTS & APPLICABLE TAXES	\$	<u>465.68</u>	
TOTAL FEES, DISBURSEMENTS & TAXES	\$	8,865.68	
LESS: FUNDS TRANSFERRED FROM 'TRUST'	\$	<u>8,865.68</u>	
<u>TOTAL DUE AND OWING</u>	\$	<u>0.00</u>	

This is our account herein
 McQUARRIE HUNTER LLP

Per: 
 Royal Morton

E. & O.E. Interest at the rate of 18% per annum shall be charged on all accounts outstanding over 10 days.
 Note: Photocopying, computer research, title and company searches have been performed by a related party.
FOR YOUR CONVENIENCE WE ACCEPT PAYMENTS THROUGH ONLINE BANKING (available at most major banks -
 select McQuarrie as a payee & use file or invoice number as reference), VISA, MASTERCARD AND AMEX.

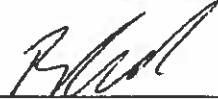
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PAYMENT OPTIONS	
ONLINE <small>(at most Canadian Financial Institutions)*</small>	Select "MCQUARRIE HUNTER LLP" as payee and the "ACCOUNT NUMBER" is the File Number (6 numbers) stated on the invoice.
BY CHEQUE	Please make cheque payable to "MCQUARRIE HUNTER LLP" and reference the invoice number. Remit to: McQuarrie Hunter LLP Suite 1500, 13450 - 102 Avenue Surrey, BC V3T 5X3
CREDIT CARD	We accept VISA, Mastercard and AMEX. Payment can be made at our office or contact 604.581.7001 and ask for the Accounting Department.
DEBIT CARD	Payment of our accounts must be made in person at reception in our office.

* Note: We do not accept ETRANSFERS

This is Exhibit "B" referred to in the
Affidavit #1 of Barbara Poth
sworn before me on this 16th day of
May, 2025



A Commissioner for taking Affidavits For
the Province of British Columbia

McQuarrie

McQuarrie Hunter LLP
Suite 1500, 13450 - 102 Ave
Surrey, BC V3T 5X3
Tel: 604.581.7001
Fax: 604.581.7110
WWW.MCQUARRIE.COM

Managing Lawyer: Royal J. Morton
E-Mail: rmorton@mcquarrie.com

Associate Lawyer: Jordan Mario Julras
E-Mail: jjulras@mcquarrie.com

Legal Administrative Assistant: Barbara Poth
E-Mail: bpoth@mcquarrie.com
Direct Line: 604-580-7061

Our File No.: 240167

February 22, 2024

VIA EMAIL: michael@flyinglranh.ca

CONFIDENTIAL

Flying "L" Ranch Ltd. and Michael Lares
c/o Michael Lares
8554 Nemiah Valley Road, PO Box 10
Nemiah Valley, BC V0L 1X0

Dear Sir:

Re: Defamation Jonathan Skeels, Kristy McQuade, Devyn McMillan, Alisse Andrews and Elise Reculard

As you are aware, we have forwarded cease and desist letters to Mr. Skeels, Ms. Lamar, Ms. McMillan, and Ms. McQuade, and forwarded to you a cease and desist letter for Ms. Andrews, and a To Whom It May Concern letter. We have not heard anything from anyone other than Mr. Skeels, and a copy of that email was forwarded to you with my comments.

With respect to your email regarding a cease and desist letter to Elise Reculard, we are unable to recommend sending that letter at this time, pending further review by our student, Ben Morley, and input for the writer. In the meantime, Mr. Morley will send you a rough draft letter to Ms. Reculard for your review and comment, pending the writer's opportunity to review Mr. Morley's findings and the draft letter.

Please keep us updated of any further social media activity.

We enclose our initial account for services rendered for the period January 8 to February 20, 2024, which will be paid in full from funds held in trust. Please forward payment in the amount of \$8,865.68 to replenish your retainer to \$12,000.00. We have written off just over \$4,000 worth of time as justifiable and as a courtesy, including some student time.

Please note that McQuarrie Hunter is a registered online payee at most major financial institutions. To pay this bill online, please register "McQuarrie Hunter LLP" as a bill payee through online banking and use the client, matter and invoice number information to specify payment. You may also pay by credit card on our website.

Please do not hesitate to contact us should you have any questions.

Yours truly,

MCQUARRIE HUNTER LLP

FOR:

BJPoth
ROYAL J. MORTON*

Partner

*Royal Morton Law Corporation

RJM/bjp

Encl.

This is Exhibit "C" referred to in the
Affidavit #1 of Barbara Poth
sworn before me on this 16th day of
May, 2025



A Commissioner for taking Affidavits For
the Province of British Columbia

Flying L Ranch and Michael Lares
PO Box 10
8554 Nemiah Valley Road
Nemiah Valley, BC V0L 1X0 Canada

Invoice Date: March 19, 2024
Invoice No.: 740918
Our File Number: 240167
Our Client Number: 87832
GST #R119314169

RE: Dispute - Defamation against Flying L Ranch Ltd. by various parties

DATE	DESCRIPTION	LAWYER	HOURS	AMOUNT
Feb 21 24	Receive emails and attachments from client re Ms. Reculard, discussions with BM, prepare draft update letter to client for RJM review.	BP	0.30	37.50
Feb 21 24	Review of all notes and documents on Elise, strategic meeting with Barb and correspondence with Royal regarding drafting an individual letter to Elise	BM	0.50	140.00
Feb 21 24	Reviewed defamatory videos by Devyn McMillan to look for potential defamatory statements by Elise	BM	0.50	140.00
Feb 22 24	Review emails from client, receive RJM instructions, revise and email update letter to client, discussions with BM re Reculard postings and draft letter.	BP	1.00	125.00
Feb 22 24	Receive and review further email from Nicole Marie ?, fwd to RJM.	BP	0.20	25.00
Feb 22 24	Meeting with Barb re Michael's questions	BM	0.10	28.00
Feb 22 24	Receipt and review of emails from Michael	BM	0.10	28.00
Feb 22 24	Created Draft letter to Elise Reculard, key strategic meetings with Barb and email correspondence with Royal and Barb	BM	0.80	224.00
Feb 22 24	Receipt and review of email from Michael re Alisse Andrews comment on his page and Meeting with Barb regarding voicemail from potentially one of the defamers.	BM	0.20	56.00
Feb 22 24	Receipt and review forwarded VoiceMessage sent by "Nicole marie"	BM	0.10	28.00
Feb 22 24	Receipt and review of email from Michael re Nicole Marie and attached video	BM	0.10	28.00
Feb 23 24	Review multiple emails, discussion with BM, and email RJM re summary of emails to review and give instructions	BP	0.40	50.00
Feb 23 24	Meeting with Barb regarding key instructions and information we need from Royal.	BM	0.20	56.00
Feb 24 24	Brief review of file and BP/BM update	RJM	0.20	105.00

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Feb 25 24	Follow-up review of draft letters and file review and email to team with instructions etc.	RJM	0.20	105.00
Feb 26 24	Receipt and review of key emails from client	BM	0.10	28.00
Feb 26 24	Key meeting with barb to coordinate plan, revision of to whom it may concern letter and email to Michael.	BM	0.40	112.00
Feb 27 24	Review RJM instructions, discussions with BM, update TWIMC letter and email to client.	BP	0.30	37.50
Feb 27 24	Correspondence with Barb regarding sending the to whom it may concern letter	BM	0.20	56.00
Feb 28 24	Receive RJM instructions, discussion with BM, telephone call to client and left vmm re TWIMC letter.	BP	0.20	25.00
Feb 28 24	Telephone call with client re recipients of mass email, send mass email, fwd copy to client.	BP	0.20	25.00
Feb 28 24	Meeting with Barb regarding individuals listed in Jonathan Skeel's defamatory email	BM	0.10	28.00
Feb 28 24	Receipt and review of email correspondence between barb and Michael regarding sending out mass emails, and between barb and royal.	BM	0.10	28.00
Mar 13 24	Follow-up review of BM and BP updates on file and no further problems etc.; assess next steps or instructions re do nothing further and conference with BP to confirm	RJM	0.50	262.50
Mar 13 24	Receipt and review of emails regarding share purchases of Flying Ranch	BM	0.10	28.00
Mar 15 24	Receive RJM instructions, review file, email client re status & any further steps, add appropriate BF.	BP	0.20	25.00
Mar 15 24	Receive and review email from client, fwd to RJM, add appropriate BF to f/u with client.	BP	0.20	25.00
Mar 15 24	Meeting with Barb regarding follow up email to Michael	BM	0.10	28.00
Total Fees			7.60	<u>\$1,883.50</u>
Less: Courtesy Reduction				58.50
Total Fees After Discount				<u>\$1,825.00</u>
Plus GST of 5%				91.25
Plus PST of 7%				127.75
TOTAL FEES AND TAXES				<u>\$ 2,044.00</u>

TAXABLE DISBURSEMENTS

Copies	\$	17.05
Total Taxable Disbursements:	\$	<u>17.05</u>
Plus GST of 5%	\$	0.85

TOTAL DISBURSEMENTS & APPLICABLE TAXES	12
	\$ <u>17.90</u>
TOTAL FEES, DISBURSEMENTS & TAXES	\$ 2,061.90
LESS: FUNDS TRANSFERRED FROM TRUST	\$ <u>2,061.90</u>
TOTAL DUE AND OWING	\$ <u>0.00</u>

This is our account herein
McQUARRIE HUNTER LLP

Per: _____

Royal Morton

E. & O.E. Interest at the rate of 18% per annum shall be charged on all accounts outstanding over 10 days.
 Note: Photocopying, computer research, title and company searches have been performed by a related party.
FOR YOUR CONVENIENCE WE ACCEPT PAYMENTS THROUGH ONLINE BANKING (available at most major banks - select McQuarrie as a payee & use file or invoice number as reference), VISA, MASTERCARD AND AMEX.


S21

ZMH2

PAYMENT OPTIONS	
ONLINE <small>(at most Canadian Financial Institutions)*</small>	Select "MCQUARRIE HUNTER LLP" as payee and the "ACCOUNT NUMBER" is the File Number (6 numbers) stated on the invoice.
BY CHEQUE	Please make cheque payable to "MCQUARRIE HUNTER LLP" and reference the invoice number. Remit to: McQuarrie Hunter LLP Suite 1500, 13450 - 102 Avenue Surrey, BC V3T 5X3
CREDIT CARD	We accept VISA, Mastercard and AMEX. Payment can be made at our office or contact 604.581.7001 and ask for the Accounting Department.
DEBIT CARD	Payment of our accounts must be made in person at reception in our office.

* Note: We do not accept ETRANSFERS

This is Exhibit "D" referred to in the
Affidavit #1 of Barbara Poth
sworn before me on this 16th day of
May, 2025



A Commissioner for taking Affidavits For
the Province of British Columbia

McQuarrie

McQuarrie Hunter LLP
 Suite 1500, 13450 - 102 Ave
 Surrey, BC V3T 5X3
 Tel: 604.581.7001
 Fax: 604.581.7110
 WWW.MCQUARRIE.COM

Managing Lawyer: Royal J. Morton
 E-Mail: morton@mcquarrie.com

Associate Lawyer: Jordan Mario Jutras
 E-Mail: jjutras@mcquarrie.com

Legal Administrative Assistant: Barbara Poth
 E-Mail: bpoth@mcquarrie.com
 Direct Line: 604-580-7061

Our File No.: 240167

March 19, 2024

VIA EMAIL: michael@flyinglranch.ca

CONFIDENTIAL

Flying "L" Ranch Ltd. and Michael Lares
 c/o Michael Lares
 8554 Nemiah Valley Road, PO Box 10
 Nemiah Valley, BC V0L 1X0

Dear Sir:

Re: Defamation Jonathan Skeels, Kristy McQuade, Devyn McMillan, Alisse Andrews and Elise Reculard

Further to your email exchange with my assistant, Barb Poth, of March 15th, we confirm your advice that everything seems pretty quiet right now and there has been no further comments or postings made against you and Flying "L" Ranch. Pursuant to your instructions, we will keep our file open and diarize to follow-up with you in two months, unless we hear from you in the meantime.

Please keep us updated if there is any further social media activity.

We enclose our further account for services rendered for the period February 21 to March 15, 2024, which will be paid in full from funds held in trust. As we are holding our file in abeyance, we do not require the retainer to be replenished at this time.


Please do not hesitate to contact us should you have any questions.

Yours truly,

MCQUARRIE HUNTER LLP

ROYAL J. MORTON*
 Partner
 *Royal Morton Law Corporation
 RJM/bjp
 Encl.

This is Exhibit "E" referred to in the
Affidavit #1 of Barbara Poth
sworn before me on this 16th day of
May, 2025



A Commissioner for taking Affidavits For
the Province of British Columbia

Flying L Ranch and Michael Lares
PO Box 10
8554 Nemiah Valley Road
Nemiah Valley, BC V0L 1X0 Canada

Invoice Date: April 16, 2024
Invoice No.: 742041
Our File Number: 240167
Our Client Number: 87832
GST #R119314169

RE: Shareholder Dispute - Defamation against Flying L Ranch Ltd. by various parties

DATE	DESCRIPTION	LAWYER	HOURS	AMOUNT
Mar 19 24	Draft status letter to client for RJM review	BP	0.20	25.00
Mar 21 24	Review email from a Sally Weinstock and forward to team for client info and instructions	RJM	0.10	52.50
Apr 05 24	Meeting with Cameron re client share buy-out collapse and background to dispute etc.; follow-up review of file and brief conference with BP re update/next steps etc.; follow-up call with Michael Lares re possibly legal proceedings with partner etc.	RJM	1.10	577.50
Apr 05 24	Receive and review email from client re setting call today. discussion with RJM, reply email to client, further email exchange confirming <i>tc</i>	BP	0.30	37.50
Apr 09 24	Brief follow-up review of file re non-response from client re outcome of meeting with FN and brief follow-up with BP	RJM	0.20	105.00
Apr 11 24	Brief review of draft CN letter	RJM	0.10	52.50
Apr 12 24	Follow-up review of CN draft letter and online review of ranch and Lares etc. re assessment of context; consider possible need for formal directors' meetings and asses 324 BCA option re buy-out as possibly only remedy if ROFR in company name etc.; prepare, review and revise email to CN and to BP re docs will needed for assessment etc.	RJM	2.10	1,102.50
Apr 15 24	Review CN finalized letter and email from CN with detailed corp docs etc.; reply re do we have articles; reporting letter to client	RJM	0.30	157.50
Total Fees			4.40	\$2,110.00
	Less: Courtesy Reduction			160.00
	Total Fees After Discount			\$1,950.00
	Plus GST of 5%			97.50
	Plus PST of 7%			136.50

TOTAL FEES AND TAXES \$ 2,184.00

TAXABLE DISBURSEMENTS

Copies \$ 33.40

Total Taxable Disbursements: \$ 33.40

Plus GST of 5% \$ 1.67

TOTAL DISBURSEMENTS & APPLICABLE TAXES \$ 35.07

TOTAL FEES, DISBURSEMENTS & TAXES \$ 2,219.07

LESS: FUNDS TRANSFERRED FROM TRUST \$ 2,219.07

TOTAL DUE AND OWING \$ 0.00

This is our account herein
McQUARRIE HUNTER LLP

Per: _____

Royal Morton

E. & O.E. Interest at the rate of 18% per annum shall be charged on all accounts outstanding over 10 days.
Note: Photocopying, computer research, title and company searches have been performed by a related party.
FOR YOUR CONVENIENCE WE ACCEPT PAYMENTS THROUGH ONLINE BANKING (available at most major banks - select McQuarrie as a payee & use file or invoice number as reference), VISA, MASTERCARD AND AMEX.

S21

ZM112

PAYMENT OPTIONS	
ONLINE <small>(at most Canadian Financial Institutions)*</small>	Select "MCQUARRIE HUNTER LLP" as payee and the "ACCOUNT NUMBER" is the File Number (6 numbers) stated on the invoice.
BY CHEQUE	Please make cheque payable to "MCQUARRIE HUNTER LLP" and reference the invoice number. Remit to: McQuarrie Hunter LLP Suite 1500, 13450 - 102 Avenue Surrey, BC V3T 5X3
CREDIT CARD	We accept VISA, Mastercard and AMEX. Payment can be made at our office or contact 604.581.7001 and ask for the Accounting Department.
DEBIT CARD	Payment of our accounts must be made in person at reception in our office.

* Note: We do not accept ETRANSFERS

This is Exhibit "F" referred to in the
Affidavit #1 of Barbara Poth
sworn before me on this 16 th day of
May, 2025



A Commissioner for taking Affidavits For
the Province of British Columbia

McQuarrie

McQuarrie Hunter LLP
 Suite 1500, 13450 - 102 Ave
 Surrey, BC V3T 5X3
 Tel: 604.581.7001
 Fax: 604.581.7110
 WWW.MCQUARRIE.COM

Managing Lawyer: Royal J. Morton
 E-Mail: rmorton@mcquarrie.com

Associate Lawyer: Jordan Mario Jutras
 E-Mail: jjutras@mcquarrie.com

Legal Administrative Assistant: Barbara Poth
 E-Mail: bpoth@mcquarrie.com
 Direct Line: 604-580-7051

Our File No.: 240167

April 16, 2024

VIA EMAIL: michael@flyingl ranch.ca

Flying "L" Ranch Ltd. and Michael Lares
 c/o Michael Lares
 8554 Nemiah Valley Road, PO Box 10
 Nemiah Valley, BC V0L 1X0

CONFIDENTIAL

Dear Sir:

Re: **Defamation Jonathan Skeels, Kristy McQuade, Devyn McMillan, Alisse Andrews and Elise Reculard**

Further to your previous communications with Barb, we enclose our final account for services rendered for the period March 19 to April 15, 2024, which will be paid in full from funds held in trust. After payment of our account, the balance remaining of your retainer is \$7,719.03, which we will transfer to the new matter once opened. We will also contact Cameron's team with respect to any remaining retainer balance on their file, and if so, we will transfer that to the new file as well.

We will leave your file open for now but cannot take further action at this time in light of the shareholder dispute.

Please do not hesitate to contact us should you have any questions.

Yours truly,

MCQUARRIE HUNTER LLP

ROYAL J. MORTON*

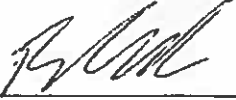
Partner

*Royal Morton Law Corporation

RJM/mb

Encl.

This is Exhibit "G" referred to in the
Affidavit #1 of Barbara Poth
sworn before me on this 16 th day of
May, 2025



A Commissioner for taking Affidavits For
the Province of British Columbia

Barbara Poth

From: Michael Lares <michael@flyinglranch.ca>
Sent: Sunday, January 14, 2024 7:27 PM
To: Melissa Blackwell
Subject: Re: Defamation client - Michael Lares / Flying L Ranch

CAUTION: This email originated from outside the firm. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Melissa,

I would like to move forward with retaining your firm for said services referenced. Please expedite the process so that we may get started as soon as humanly possible.

Regards,

Michael D. Lares

Flying "L" Ranch LTD.
 Box 10, Nemiah Valley
 British Columbia, Canada
 V0L 1X0

Email michael@flyinglranch.ca
 IG [michael lares](#)
 Web flyinglranch.ca
 YouTube [Flying L Ranch](#)

Ranch 250-394-7066
 Cell 250-302-2989
 Fax 805-283-8372

On Jan 10, 2024, at 4:29 PM, Melissa Blackwell <mblackwell@mcquarrie.com> wrote:

Good afternoon Michael,

Further to your telephone call with Royal yesterday, please find attached our draft retainer agreement and director's resolution for your review. We will send you finalized versions of the attached documents if you decide to retain us.

If you have any questions, do not hesitate to contact our office.

Melissa Blackwell
 Legal Administrative Assistant
 to: Royal J. Morton and
 Jordan Mario Jutras
 D 604.580.7103



McQuarrie Hunter LLP | Barristers & Solicitors
 Suite 1500, 13450 102 Avenue, Surrey, BC V3T 5X3
 P 604.581.7001 F 604.581.7110 TF 1.877.581.7001

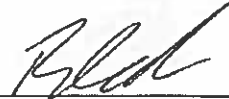
www.mcquarrie.com

WARNING: CONFIDENTIALITY NOTICE

This message may contain confidential or privileged material or information which is exempt from disclosure under applicable law. Any use, dissemination, distribution or copying of this information by anyone other than the intended recipient is prohibited. If you are not the intended recipient, or have received this message in error, please immediately reply to or telephone the sender, permanently destroy any hard copies and delete this information from your computer. Thank you.

<LT Clients, joint retainer agreement - Jan 10, 2024 Michael Lares Flying L Ranch - DRAFT.pdf><Authorization-Directors' resolution - Michael Lares Flying L Ranch - DRAFT.pdf>

This is Exhibit "H" referred to in the
Affidavit #1 of Barbara Poth
sworn before me on this 16th day of
May, 2025



A Commissioner for taking Affidavits For
the Province of British Columbia

Barbara Poth

From: Michael Lares <michael@flyinglranh.ca>
Sent: Tuesday, January 23, 2024 10:20 AM
To: Melissa Blackwell
Cc: Barbara Poth
Subject: WhatsApp dialogues - Jonathan Skeels

You don't often get email from michael@flyinglranh.ca. [Learn why this is important](#)

CAUTION: This email originated from outside the firm. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Melissa and Barb,

Please find below a screen recording of the three WhatsApp dialogues which require being reviewed and put in dictation form. Once in dictation much of this will have an organized timeline and make far more sense as to what is going on with Jonathan Skeels.

I pulled them from the DropBox evidence file which you have access to. These dialgoues are very important in regards to the business venture agreed upon and the ultimate demise with cause and effect.

WhatsApp Chat - Jonathan Skeels.zip
dropbox.com

WhatsApp Chat - Trailer payment.zip
dropbox.com

WhatsApp Chat - FlyingLVideoTeam.zip
dropbox.com

Regards,

Michael D. Lares

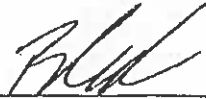
Flying "L" Ranch LTD.
 Box 10, Nemiah Valley
 British Columbia, Canada
 VOL 1X0

Email michael@flyinglranh.ca
 IG [michael_lares](#)
 Web flyinglranh.ca
 YouTube [Flying L Ranch](#)

Ranch 250-394-7066

Cell 250-302-2989
Fax 805-283-8372

This is Exhibit "1" referred to in the
Affidavit #1 of Barbara Poth
sworn before me on this 16 th day of
May, 2025



A Commissioner for taking Affidavits For
the Province of British Columbia

Barbara Poth

From: Michael Lares <michael@flyinglranh.ca>
Sent: Friday, February 16, 2024 5:30 PM
To: Barbara Poth
Cc: Melissa Blackwell; Benjamin Morley
Subject: Re: Michael Lares / Flying L Ranch re defamation McQ 240167

Yes, the mention of my family in all the letters if possible.

Regards,

Michael D. Lares

Flying "L" Ranch LTD.
 Box 10, Nemiah Valley
 British Columbia, Canada
 V0L 1X0

Email michael@flyinglranh.ca
 IG [michael_lares](#)
 Web flyinglranh.ca
 YouTube [Flying L Ranch](#)

Ranch 250-394-7066
 Cell 250-302-2989
 Fax 805-283-8372

On Feb 16, 2024, at 5:26 PM, Barbara Poth <bpoth@mcquarrie.com> wrote:

We can deal with a letter to Alisse Andrews on Tuesday, but for now are all the other letters good to get out as I have to leave at 5:30 pm and Royal is no longer available. Did you want the reference to your family in the individual letters?

Barbara J. Poth

Legal Assistant
 D 604.580.7061



From: Michael Lares <michael@flyinglranh.ca>
Sent: Friday, February 16, 2024 5:22 PM
To: Barbara Poth <bpoth@mcquarrie.com>
Cc: Melissa Blackwell <mblackwell@mcquarrie.com>; Benjamin Morley <bmorley@mcquarrie.com>
Subject: Re: Michael Lares / Flying L Ranch re defamation McQ 240167

It all looks great but what about a letter to Alisse Andrews the latest defamer?

Regards,

Michael D. Lares

Flying "L" Ranch LTD.
Box 10, Nemiah Valley
British Columbia, Canada
V0L 1X0

Email michael@flyinglranch.ca
IG [michael lares](#)
Web flyinglranch.ca
YouTube [Flying L Ranch](#)

Ranch 250-394-7066
Cell 250-302-2989
Fax 805-283-8372

On Feb 16, 2024, at 5:19 PM, Barbara Poth <bpoth@mcquarrie.com> wrote:

That is odd...it shows all on my end. I resent my email – did you get the attachments that time?

Barbara J. Poth
Legal Assistant
D 604.580.7061



From: Michael Lares <michael@flyinglranch.ca>
Sent: Friday, February 16, 2024 5:18 PM
To: Barbara Poth <bpoth@mcquarrie.com>
Cc: Melissa Blackwell <mblackwell@mcquarrie.com>; Benjamin Morley <bmorley@mcquarrie.com>
Subject: Re: Michael Lares / Flying L Ranch re defamation McQ 240167

The to whom it may be concerned looks good but it was the only attachment.

Regards,

Michael D. Lares

Flying "L" Ranch LTD.
Box 10, Nemiah Valley
British Columbia, Canada

VOL 1X0

Email michael@flyinglranch.ca

IG [michael lares](#)

Web flyinglranch.ca

YouTube [Flying L Ranch](#)

Ranch 250-394-7066

Cell 250-302-2989

Fax 805-283-8372

On Feb 16, 2024, at 5:15 PM, Barbara Poth <bpoth@mcquarrie.com> wrote:

Hi Michael,

We do not act for your family, and Royal advised that he has not seen anything defaming them in the same way. But he has added a reference to your family in the attached revised letter To Whom It May Concern.

Also, please see attached revised letters to Mr. Skeels, Ms. McQuade, Ms. Lamar and Ms. McMillan for your review and approval. We can also add the reference to your family in these letters as well, if you wish.

Please advise as soon as possible, as I will be leaving the office at 5:30 p.m.

Barbara J. Poth

Legal Assistant

D 604.580.7061



From: Michael Lares <michael@flyinglranch.ca>

Sent: Friday, February 16, 2024 4:46 PM

To: Barbara Poth <bpoth@mcquarrie.com>

Subject: Re: Michael Lares / Flying L Ranch re defamation McQ 240167

Hey Barbara,

Are we not including my family as one of the listed defamed in the to whom it may be concerned letter?

Regards,

Michael D. Lares

Flying "L" Ranch LTD.
 Box 10, Nemiah Valley
 British Columbia, Canada
 V0L 1X0

Email michael@flyinglranh.ca
 IG [michael lares](#)
 Web flyinglranh.ca
 YouTube [Flying L Ranch](#)

Ranch 250-394-7066
 Cell 250-302-2989
 Fax 805-283-8372

On Feb 16, 2024, at 4:43 PM, Barbara Poth
 <bpoth@mcquarrie.com> wrote:

Hi Michael,

Further to your telephone call with Royal and Ben,
 please see attached letters to Instagram and To
 Whom It May Concern for your review and
 approval. The letters to the other individuals will be
 coming shortly.

We look forward to hearing from you.

Barbara J. Poth

Legal Assistant

D 604.580.7061



From: Michael Lares <michael@flyinglranh.ca>
Sent: Friday, February 16, 2024 12:12 PM
To: Barbara Poth <bpoth@mcquarrie.com>
Cc: Melissa Blackwell <mblackwell@mcquarrie.com>;
 Benjamin Morley <bmorley@mcquarrie.com>
Subject: Re: Michael Lares / Flying L Ranch re
 defamation McQ 240167

Okay, that's my land line and not my cell but I'll make
 sure it's open. Looking forward to the call.

Regards,

Michael D. Lares

Flying "L" Ranch
Box 10, Nemiah Valley
British Columbia, Canada
V0L 1X0

Email michael@flyinglranch.ca

Web flyinglranch.ca

Ranch 250-394-7066

Cell 250-302-2989

Fax 805-283-8372

On Feb 16, 2024, at 11:47 AM, Barbara Poth <bpoth@mcquarrie.com> wrote:

Hi Michael,

Further to our recent telephone conversation with Ben, I confirm that we have moved around some things in Royal's calendar and squeezed you in for a telephone call this afternoon with Royal and Ben at 4:00 p.m. Royal will call you at 250-394-7066.

Barbara J. Poth

Legal Assistant

D 604.580.7061



From: Michael Lares
<michael@flyinglranch.ca>
Sent: Friday, February 16, 2024 9:56 AM
To: Barbara Poth
<bpoth@mcquarrie.com>
Cc: Melissa Blackwell
<mblackwell@mcquarrie.com>;
Benjamin Morley
<bmorley@mcquarrie.com>

Subject: Re: Michael Lares / Flying L
Ranch re defamation McQ 240167

Barbara,

Thanks for the docs. By my observation they are far too boilerplate and general and I believe they require more specific mention per individual. Case in point, Jonathan Skeels' defamation was more aggressive through emails and documented phone calls than on Instagram. That should be addressed in the letter.

I have several edit suggestions and need to be able to edit them so please send me editable versions, or I can discuss with someone on the phone and we can do it in real time.

Please advise as to how you would like to proceed.

Regards,

Michael D. Lares

Flying "L" Ranch LTD.
Box 10, Nemiah Valley
British Columbia, Canada
V0L 1X0

Email michael@flyinglranca.ca
IG [michael_lares](https://www.instagram.com/michael_lares)
Web flyinglranca.ca
YouTube [Flying L Ranch](https://www.youtube.com/FlyingL.Ranch)

Ranch 250-394-7066
Cell 250-302-2989
Fax 805-283-8372

On Feb 15, 2024, at
5:13 PM, Barbara Poth
<bpoth@mcquarrie.com
> wrote:

Hi Michael,

Please see attached draft letters to Instagram, To Whom It May Concern, Mr. Skeels, Ms. McQuade, Ms. Lamar and Ms. MacMillan for your review and approval, pending Royal's final review tomorrow.

If you have any questions, please let me know.

Barbara J. Poth

Legal Assistant

D 604.580.7061



From: Barbara Poth
Sent: Thursday, February 15, 2024 2:10 PM
To: Michael Lares <michael@flyinglranh.ca>
Cc: Melissa Blackwell <mblackwell@mcquarrie.com>; Benjamin Morley <bmorley@mcquarrie.com>
Subject: RE: Michael Lares / Flying L Ranch re defamation McQ 240167

Hi Michael,

Thank you for getting back to me so quickly. Yes, I am in the process of drafting letters for Royal's review, and then we will be

sending them to you
for review and
approval.

Barbara J. Poth

Legal Assistant

D 604.580.7061



From: Michael Lares
<michael@flyinglranh.ca>
Sent: Thursday,
February 15, 2024 1:31
PM
To: Barbara Poth
<bpoth@mcquarrie.com>
Cc: Melissa Blackwell
<mblackwell@mcquarrie.com>; Benjamin
Morley
<bmorley@mcquarrie.com>
Subject: Re: Michael
Lares / Flying L Ranch re
defamation McQ
240167

You don't often get email from michael@flyinglranh.ca. Learn why this is important

CAUTION: This email originated from outside the firm. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Barb,

I have the following information below. Also, META customer support reached out to me for additional information this morning and I will be cc'ing you guys on the response sometime today.

Kristy McQuade
email: kristymcquade@hotmail.com
Devyn McMillan
eTransfer email
is: mrsdevynlouis22@gmail.com

Devyn Lamar: I don't
have any other working
knowledge of Devyn
Lamars email other
than what may be
found in the evidence.

Alisse Andrews: She
was not on your list.
The only info I have on
her right now is her IG
and this
link <https://www.elephantjournal.com/profile/alisse-andrews/>

Please keep in mind my
understanding of our
agreement yesterday
with counsel was to
review the letters with
me before they are sent
out.

Regards,

Michael D. Lares

Flying "L" Ranch LTD.
Box 10, Nemiah Valley
British Columbia,
Canada
V0L 1X0

Email michael@flyinglranch.ca
IG [michael lares](https://www.instagram.com/michael_lares)
Web flyinglranch.ca
YouTube [Flying L
Ranch](https://www.youtube.com/channel/UC...)

Ranch 250-394-7066
Cell 250-302-2989
Fax 805-283-8372

On Feb
15,
2024,
at
12:56
PM,
Barbara
Poth
<bpoth@mcquarrie.com>
wrote:

Hi
Michael,

We are
in the
process
of
preparing
some
letters
on
your
file. Do
you
have
an
email
addresses
for
Ms.
McQuade? Also,
please
confirm
that
the
below
email
addresses
are
correct
and
advise
if you
have
any
other

email
addresses
for
these
people

Kristy
McQuade –
email
address:
s: ?

Jonathan
Skeels – email
address:
s: jskeels@gmail.com

Deven
Lamar – email
address:
s: devenlamar74@gmail.com

Devyn
McMillan –
email
address:
s: rewilbranchbc@gmail.com

I look
forward
to
hearing
from
you.

Barbara J. Poth

Legal Assistant to Royal J.
Morton and Jordan Mario Jutras

D 604.580.7061

www.mcquarrie.com



McQuarrie Hunter LLP | Barristers & Sol
Suite 1500, 13450 102 Avenue, Surrey
P 604.581.7001 F 604.581.7110 TF 1.8

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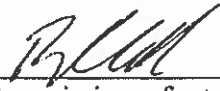
<LT Instagram, Feb 15, 2024 - DRAFT.pdf><LT To Whom It May Concern, Feb 15, 2024 - DRAFT.pdf><LT Jonathan Skeels, Feb

15, 2024 -
DRAFT.pdf><LT Kristy
McQuade, Feb 15, 2024
- DRAFT.pdf><LT Deven
Lamar, Feb 15, 2024 -
DRAFT.pdf><LT Devyn
MacMillan, Feb 15,
2024 - DRAFT.pdf>

<LT Instagram, Feb 16, 2024 - DRAFT.pdf><LT To Whom
It May Concern, Feb 16, 2024 - DRAFT.pdf>

<LT To Whom It May Concern, Feb 16, 2024 - DRAFT (1).pdf><LT
Jonathan Skeels, Feb 16, 2024.pdf><LT Kristy McQuade, Feb 16, 2024 -
DRAFT.pdf><LT Deven Lamar, Feb 16, 2024 - DRAFT.pdf><LT Devyn
MacMillan, Feb 16, 2024 - DRAFT.pdf>

This is Exhibit "J" referred to in the
Affidavit #1 of Barbara Poth
sworn before me on this 16 th day of
May, 2025



A Commissioner for taking Affidavits For
the Province of British Columbia

Barbara Poth

From: Michael Lares <michael@flyinglranch.ca>
Sent: Friday, February 16, 2024 11:13 AM
To: Benjamin Morley
Cc: Melissa Blackwell; Barbara Poth
Subject: Also include Alisse Andrews

You don't often get email from michael@flyinglranch.ca. [Learn why this is important](#)

CAUTION: This email originated from outside the firm. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Can we also draft a doc to Alisse Andrews. Interestingly she never followed me before and was recruited by Devyn McMillan to slander me, only because she has more reach with her platform.

That should round out the list for now.

Regards,

Michael D. Lares

Flying "L" Ranch LTD.
Box 10, Nemiah Valley
British Columbia, Canada
V0L 1X0

Email michael@flyinglranch.ca
IG [michael_lares](#)
Web flyinglranch.ca
YouTube [Flying L Ranch](#)

Ranch 250-394-7066
Cell 250-302-2989
Fax 805-283-8372

This is Exhibit "K" referred to in the
Affidavit #1 of Barbara Poth
sworn before me on this 16th day of
May, 2025



A Commissioner for taking Affidavits For
the Province of British Columbia

Barbara Poth

From: Michael Lares <michael@flyinglranch.ca>
Sent: Friday, March 15, 2024 10:59 AM
To: Barbara Poth
Cc: Melissa Blackwell; Benjamin Morley
Subject: Re: Michael Lares & Flying L Ranch re defamation - McQ 240167

Hey Barbara,

As of this email it seems pretty quiet. The defamers have quieted down and seem to have slowed or even stopped their public campaign. I don't take Jonathan Skeels for granted and suspect he is up to something in the background so let's keep the file open and retainer standing by for further action. At this point I don't see a reason to pursue any active suits against anyone. Subject to change of course.

Regards,

Michael D. Lares

Flying "L" Ranch LTD.
Box 10, Nemiah Valley
British Columbia, Canada
V0L 1X0

Email michael@flyinglranch.ca
IG michael_lares
Web flyinglranch.ca
YouTube Flying L Ranch

Ranch 250-394-7066
Cell 250-302-2989
Fax 805-283-8372

On Mar 15, 2024, at 9:56 AM, Barbara Poth <bpoth@mcquarrie.com> wrote:

Good morning Michael,

As we have heard nothing further from you, we assume there has been no further defamatory statements or postings made against you and Flying "L" Ranch. If we are incorrect and there has been posting activity, please forward to us at your earliest opportunity.

At this time, we confirm you have not instructed us to commence a lawsuit against anyone or take any additional steps. Given that, we will hold off on doing anything further unless we hear otherwise from you.

If you have any questions or concerns, please do not hesitate to contact me directly.

Barbara J. Poth

Legal Assistant

D 604.580.7061



From: Michael Lares <michael@flyingl ranch.ca>
Sent: Wednesday, February 28, 2024 2:28 PM
To: Barbara Poth <bpoth@mcquarrie.com>
Cc: Melissa Blackwell <mblackwell@mcquarrie.com>; Benjamin Morley <bmorley@mcquarrie.com>
Subject: Re: Michael Lares & Flying L Ranch re defamation - McQ 240167

You don't often get email from michael@flyingl ranch.ca. Learn why this is important

Just called Barb and left message.

Regards,

Michael D. Lares

Flying "L" Ranch
Box 10, Nemiah Valley
British Columbia, Canada
V0L 1X0

Email michael@flyingl ranch.ca
Web flyingl ranch.ca

Ranch 250-394-7066
Cell 250-302-2989
Fax 805-283-8372

On Feb 28, 2024, at 2:20 PM, Barbara Poth <bpoth@mcquarrie.com> wrote:

Hi Michael,

In the event you didn't receive my voicemail message of this morning, please give me a call when you have a moment as I have some questions before I can send out the revised To Whom It May Concern letter. My direct line is 604-580-7061.

Barbara J. Poth

Legal Assistant

D 604.580.7061



From: Michael Lares <michael@flyingranch.ca>
Sent: Tuesday, February 27, 2024 4:56 PM
To: Barbara Poth <bpoth@mcquarrie.com>
Cc: Melissa Blackwell <mblackwell@mcquarrie.com>; Benjamin Morley <bmorley@mcquarrie.com>
Subject: Re: Michael Lares & Flying L Ranch re defamation - McQ 240167

You don't often get email from michael@flyingranch.ca. Learn why this is important

Yes it will be far more effective if you send it. Please cc me on it.

Regards,

Michael D. Lares

Flying "L" Ranch
Box 10, Nemiah Valley
British Columbia, Canada
V0L 1X0

Email michael@flyingranch.ca
Web flyingranch.ca

Ranch 250-394-7066
Cell 250-302-2989
Fax 805-283-8372

On Feb 27, 2024, at 3:41 PM, Barbara Poth <bpoth@mcquarrie.com> wrote:

Hi Michael,

Sorry, I was under the impression that you were going to be sending the letter to these parties. If you would like us to send it out, please advise.

Barbara J. Poth
Legal Assistant
D 604.580.7061



From: Michael Lares <michael@flyingranch.ca>
Sent: Tuesday, February 27, 2024 1:12 PM
To: Barbara Poth <bpoth@mcquarrie.com>
Cc: Melissa Blackwell <mblackwell@mcquarrie.com>; Benjamin Morley

<bmorley@mcquarrie.com>

Subject: Re: Michael Lares & Flying L Ranch re defamation - McQ
240167

You don't often get email from michael@flyinglranh.ca. Learn why this is important

Looks good. Are you guys going to mass email all recipients of the malicious email sent to them by Jonathan? The list is below.

Tom Pedriks <tom@pedriks.com>, Tyler Michael Hazelwood <tylerhazelwood@gmail.com>, "Tyler Lordsofgastown.com" <tyler@lordsofgastown.com>, Max Reilly <max@bourquin.ca>, hello@strateg
yconsulting.ca, Gilmore Skeels <gilmoreskeels@gmail.com>, Lou Meggiato <hello@bl3nddesign.ca>, Rob Leigh <robert-leigh@hotmail.com>, Todd Angman <toddler99@hotmail.com>, Mercedes De La Cruz <mercedesdelacruz1000@gmail.com>, Jaida Hay <jaidahay@gmail.com>, Karen Kim <karenkim@gmail.com>, Christopher James Brent <thechrisbrent@gmail.com>, Jodi Mosogau <someandjodi@gmail.com>, Alex Vespestad <alexvespestad@gmail.com>, Liam Luxon <liam@luxonproduction.com>, branli
n@icloud.com

Regards,

Michael D. Lares

Flying "L" Ranch LTD.
Box 10, Nemiah Valley
British Columbia, Canada
V0L 1X0

Email michael@flyinglranh.ca
IG michael_lares
Web flyinglranh.ca
YouTube Flying L Ranch

Ranch 250-394-7066

Cell 250-302-2989
 Fax 805-283-8372

On Feb 27, 2024, at 12:47 PM, Barbara Poth
 <bpoth@mcquarrie.com> wrote:

Good afternoon Michael,

Further to your below email, Royal was able to quickly review and approved the changes to the To Whom It May Concern letter. Please see attached signed letter for you to send out.

If you have any questions, please let me know.

Barbara J. Poth

Legal Assistant

D 604.580.7061



From: Michael Lares <michael@flyinglranh.ca>
Sent: Monday, February 26, 2024 4:57 PM
To: Barbara Poth <bpoth@mcquarrie.com>
Cc: Melissa Blackwell <mblackwell@mcquarrie.com>;
 Benjamin Morley <bmorley@mcquarrie.com>
Subject: Re: Michael Lares & Flying L Ranch re
 defamation - McQ 240167

You don't often get email from michael@flyinglranh.ca. Learn why this is important

Looks good and please do have other council review.

Regards,

Michael D. Lares

Flying "L" Ranch LTD.
 Box 10, Nemiah Valley
 British Columbia, Canada
 V0L 1X0

Email michael@flyinglranh.ca

IG michael_lares

Web flyinglranh.ca

YouTube Flying L Ranch

Ranch 250-394-7066
Cell 250-302-2989
Fax 805-283-8372

On Feb 26, 2024, at 3:51 PM, Barbara Poth <bpoth@mcquarrie.com> wrote:

Hi Michael,

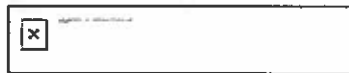
Please see attached signed letter to Elise Reculard for you to forward to her via Instagram.

If you have any questions, please let me know.

Barbara J. Poth

Legal Assistant

D 604.580.7061



From: Michael Lares
<michael@flyinglranh.ca>
Sent: Monday, February 26, 2024 3:22 PM
To: Barbara Poth
<bpoth@mcquarrie.com>
Cc: Melissa Blackwell
<mblackwell@mcquarrie.com>;
Benjamin Morley
<bmorley@mcquarrie.com>
Subject: Re: Michael Lares & Flying L
Ranch re defamation - McQ 240167

Sounds great thank you!

Regards,

Michael D. Lares

Flying "L" Ranch
Box 10, Nemiah Valley
British Columbia, Canada
VOL 1X0

Email michael@flyingranch.ca
Web flyingranch.ca

Ranch 250-394-7066
Cell 250-302-2989
Fax 805-283-8372

On Feb 26, 2024, at
3:21 PM, Barbara Poth
<bpoth@mcquarrie.co
m> wrote:

Hi Michael,

We now have Royal's instructions regarding the Elise Reculard letter and can update and prepare to send out. Did you find an email address for her? If not, I will put her Instagram on the letter and forward to you to upload.

Also, Ben will be revising the To Whom It May Concern letter and will have a draft to you shortly for your review.

Barbara J. Poth
Legal Assistant
D 604.580.7061



From: Michael Lares
<michael@flyingranch.ca>
Sent: Thursday,
February 22, 2024

11:11 AM
To: Benjamin Morley
<bmorley@mcquarrie.com>
Cc: Barbara Poth
<bpoth@mcquarrie.com>; Melissa Blackwell
<mblackwell@mcquarrie.com>
Subject: Re: Michael
Lares & Flying L Ranch
re defamation - McQ
240167

You don't often get email from michael@flyinglranh.ca. Learn why this is important

CAUTION: This email originated from outside the firm. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Looks good Ben,

Do you have an email on file for Elise?

Regards,

Michael D. Lares

Flying "L" Ranch
Box 10, Nemiah Valley
British Columbia,
Canada
VOL 1X0

Email michael@flyinglranh.ca
Web flyinglranh.ca

Ranch 250-394-7066
Cell 250-302-2989
Fax 805-283-8372

On Feb
22,
2024,
at
10:27 A
M,
Benjam
in
Morley
<bmorley@mcquarrie.com>
wrote:

Good
Mornin
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Michael
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Further
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Royal
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Sincerel
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**Benja
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Articled
Student

D 604.5
80.7101



From: B
arbara
Poth
<[bpoth
@mcqu
arrie.co
m](mailto:bpoth@mcquarrie.com)>
Sent: T
hursday

,
Februar
y 22,
2024
10:01
AM
To: Mic
hael
Lares
<michael@flyinglranche.ca>
Cc: Meli
ssa
Blackw
ell
<mblackwell@mcquarrie.com>
>
Subject
: Micha
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&
Flying L
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McQ
240167

Good
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Barbara J. Poth

Legal Assistant to Royal J.
Morton and Jordan Mario Jutras

D 604.580.7061

www.mcquarrie.com



McQuarrie Hunter LLP | Barristers & Sol
Suite 1500, 13450 102 Avenue, Surrey
P 604.581.7001 F 604.581.7110 TF 1.8

**WARNIN
G:
CONFIDE
NTIALIT
Y
NOTICE**

This message may contain confidential or privileged material or information which is exempt from disclosure under applicable law. Any use, dissemination, distribution or copying of this information by anyone other than the intended recipient is prohibited. If you are not the intended recipient, or have received this message in error, please immediately reply to or telephone the sender, permanently destroy any hard copies and delete this information from your computer.

Thank
you.

<LT Elise Reculard, Feb 26, 2024.pdf>

<LT To Whom It May Concern, Feb 27, 2024.pdf>

This is Exhibit "L" referred to in the
Affidavit #1 of Barbara Poth
sworn before me on this 16th day of
May, 2025



A Commissioner for taking Affidavits
For the Province of British Columbia

Managing Lawyer: Royal J. Morton
E-Mail: rmorton@mcquarrie.com

Associate Lawyer: Benjamin P. Morley
E-Mail: bmorley@mcquarrie.com

Legal Administrative Assistant: Barbara Poth
E-Mail: bpoth@mcquarrie.com
Direct Line: 604-580-7061

Our File No.: 240945

January 29, 2025

VIA EMAIL dlambert@eyfordpartners.com

Eyford Partners LLP
1744-1055 Dunsmuir Street
Vancouver, BC V7X 1L2

Attention: Drummond Lambert

Dear Sir:

**Re: Michael Lares v. Peter van der Heyden and Flying "L" Ranch Ltd.
SCBC Vancouver Action no. S248901**

Thank you for your letter of January 23, 2025.

Mr. Lares was already aware of the Ministry form, but the Ministry's letter enclosing that raises an issue about the water licence that complicates the response. The 30-day deadline to respond is around February 20th, calculated from 14 days of deemed delivery, which would not appear to be any earlier than 14 days from January 6th, the date on the Ministry's letter. That letter enclosing the form is misdated as January 6, 2024.

The Ministry's letter indicates that the Ministry received information that the works associated with the water licence in question were never constructed. That information complicates the response, such that Mr. Lares cannot simply sign and return the form without making inquiries about how to respond. Please confirm if Mr. van der Heyden was the source of the Ministry's information, and if so, what purpose was to be served by disclosing that information. We will advise further once our client has completed his inquiries.

Concerning your question about our engagement for the Flying "L" Ranch Ltd. (the "Company"), enclosed are copies of a signed directors' resolution, engagement agreement and copy of client identification, the latter two of which have been partially redacted. The directors' resolution was not signed by Mr. van der Heyden, based on advice from Mr. Lares that Mr. van der Heyden was in the process of completing the sale of his shares and being removed as a director.

After it became apparent that this buy-out was not going to be completed, we opened a new file around April 16, 2024 for Mr. Lares only. The original file for both him and the Company, our file # 240167, was held in abeyance by March and remained open but inactive effective about April 16, 2024. The file was closed by May 2024, but formal file closing procedures were never completed.

Enclosed are three reporting letters we sent to Mr. Lares and the Company between February 22 to April 16, 2024, which have also been partially redacted. In addition to being adverse in interest to Mr. Lares, we have good reason to believe that Mr. van der Heyden's interests are not aligned with the Company's interests. For that reason, we have not enclosed the three invoices we rendered with the enclosed reporting letters and have made the above redactions.

Our representation of the Company was incidental to our representation of Mr. Lares at the time. No company funds were used to pay our accounts, and Mr. Lares' interests were, and remain, aligned with the Company's interests. The engagement was itself largely limited to review of third party defamatory publications and issuing letters to those parties and social media companies, copies of which we provided to Mr. Larocque.

Mr. van der Heyden was apparently aware of our prior engagement, as he contacted Melissa Blackwell of our office on May 21, 2024 asking what was going on with that matter. We were in the process of writing to him to address his questions raised with Ms. Blackwell when we received correspondence from Mr. Larocque. We then wrote to Mr. Larocque by letter dated June 12, 2024.

As for the Company consenting to McQuarrie acting against it in this proceeding, we do not agree that we are acting against the Company. The Company is named as a respondent in the proceeding, but the declaratory relief is ultimately for a buy-out of Mr. van der Heyden's interests. In such situations where there is now a deadlock, the Company typically remains neutral. Although separate counsel could be retained if both directors agree, we would not see any need for that expense here.

We remain puzzled as to why the buy-out must now be obtained via court order. It has been clear to us that Mr. Lares has been the directing mind of the Company and that Mr. van der Heyden has not been involved in the Company's day to day operation. He stands to receive \$2 million for his involvement as an investor – a price the parties have agreed upon twice.

Somewhat related to our initial engagement, we are in the process of preparing a notice of civil claim against the various third parties who have published defamatory statements about our client. Mr. Larocque confirmed that Mr. van der Heyden spoke with some of those individuals, effectively concerning our client and the Company. Due to Mr. van der Heyden's involvement with the Company, we are unable to include the Company as a plaintiff.

While Mr. van der Heyden is not named in that suit, Mr. Lares remains concerned that Mr. van der Heyden is assisting individuals whose aim is to smear Mr. Lares' name and by association that of the Company. Please bring that to Mr. van der Heyden's attention.

Yours truly,

MCQUARRIE HUNTER LLP


ROYAL J. MORTON*
Partner
*Royal Morton Law Corporation
RJM/bjp
Encls.



McQuarrie Hunter LLP
 Suite 1500, 13450 - 102 Ave
 Surrey, BC V3T 5X3
 Tel: 604.581.7001
 Fax: 604.581.7110
 WWW.MCQUARRIE.COM

Managing Lawyer: Royal J. Morton
 E-Mail: rmorton@mcquarrie.com
 Legal Administrative Assistant: Barbara Poth
 E-Mail: bpoth@mcquarrie.com
 Direct Line: 604-580-7061

Our File No.: TBD

January 15, 2024

VIA EMAIL: michael@flyinglranch.ca

Flying "L" Ranch Ltd. and Michael Lares
 c/o Michael Lares
 8554 Nemiah Valley Road, PO Box 10
 Nemiah Valley, BC V0L 1X0

Dear Sir:

**Re: Defamation Jonathan Skeels, Kristy McQuade, Devyn McMillan and Elise Reculard
 Engagement Letter**

Thank you for retaining McQuarrie Hunter LLP to provide you with legal advice and services. We welcome you as a client and take this opportunity to enclose a copy of our Terms of Engagement [the "Terms"], which, together with this letter, will comprise our Engagement Agreement with you. If you have any questions or concerns regarding the Engagement Agreement we ask that you contact the writer as soon as possible.

SCOPE OF LEGAL SERVICES & INSTRUCTIONS

We confirm that you have retained us to act for you with respect to the above noted matter.

If we receive further instructions from you to change the scope of our engagement, we confirm that the terms of this Engagement Agreement will apply. We further confirm that only you will provide us with timely instructions and assistance in obtaining information or documents that we may require during the course of our engagement.

Further, we confirm you will accept delivery or service of any legal process or notices or correspondence from our office to you by email at: michael@flyinglranch.ca, unless otherwise agreed to in writing by us.

FEES

In setting our fees, we will give primary consideration to the time and effort devoted to the advice and services provided by our lawyers and personnel to your matter however we reserve the right to modify our fees to reflect the value of services provided in addition to the specific time expended. Please refer to the enclosed Terms for further information in this regard.

Our hourly rates for the lawyers and personnel who may provide services to you are:

- Royal J. Morton [REDACTED]
- Doug Connolly [REDACTED]
- Dan Moseley \$ [REDACTED]
- Brad Kielmann [REDACTED]
- Parveen Karsan (tax law) - [REDACTED]
- Associate lawyers [REDACTED]
- Articled students [REDACTED]
- LAA - Barbara Poth [REDACTED]

not

We may also engage other lawyers and personnel to assist us in providing you with legal advice and services in a timely and efficient manner. As indicated in the Terms, our fee rates are revised annually and any adjustments will be reflected in our accounts to you.

RETAINER AND PAYMENT OF ACCOUNTS

We require receipt of an initial retainer of \$ [REDACTED] payable to McQuarrie Hunter in trust. We will pay our interim accounts from your retainer, as authorized by this Engagement Agreement. You agree to promptly deposit further funds with us so that the retainer amount on deposit with us does not fall below the greater of the initial retainer of \$ [REDACTED] or any increased retainer amount called for under this agreement. A higher retainer may be required for certain work such as for examination for discovery or trial or contested pre-trial applications.

As indicated in the Terms, accounts that we issue are payable on the date that they are issued and full payment is required within 10 days if there are insufficient funds.

CONFIRMATION OF TERMS

Once you have reviewed and accepted the enclosed Terms of Engagement, kindly initial each page where indicated and sign the enclosed copy of this letter to confirm your acceptance of our Engagement Agreement and return both documents to our office.

We look forward to working with you in connection with this engagement and in connection with any other matters for which you may require our legal services.

Should you have any questions or concerns please contact the writer directly.

Yours truly,

MCQUARRIE HUNTER LLP

ROYAL J. MORTON*

Partner

*Royal Morton Law Corporation

RJM/mb


Enclosure

TERMS AND CONDITIONS OF THIS ENGAGEMENT AGREEMENT ARE HEREBY AGREED TO:

Date: JANUARY 18, 2024


Michael Lares

Date: JANUARY 18, 2024


Flying "L" Ranch Ltd., by its authorized signatory,
Michael Lares, Director

MCQUARRIE HUNTER LLP

TERMS OF ENGAGEMENT

1. INTRODUCTION

We are pleased that you have chosen to retain McQuarrie Hunter LLP to provide you with legal advice and services.

By way of our Engagement Letter and these Terms of Engagement we wish to set out in advance the conditions that will govern our professional relationship with you. Please review these terms carefully and contact us to discuss any questions or concerns prior to acceptance.

If you instruct us to perform further work following receipt of this letter, we will proceed on the basis that you have accepted the terms set out herein.

2. SERVICE RELATIONSHIP

We will identify a primary contact lawyer who will assume general responsibility for ensuring that you receive satisfactory legal services in connection with all matters. You should feel free to discuss with that lawyer any and all aspects of the legal services that we provide to you, including the services provided by other lawyers or staff or any issues relating to our account.

All communications with clients will be conducted via email, unless you make a specific request for an alternate method of communication. If you do not wish to communicate via email, please advise us in writing.

3. DOCUMENT MANAGEMENT

In order to simplify case management, we may incorporate Summation as our document management program to consolidate our legal documents and electronic data. You agree to allow us to use this program to manage your file.

4. PROFESSIONAL FEES

In setting our fees, we give primary consideration to the time and effort devoted to the legal advice and services provided by our lawyers and other personnel, however fees calculated on this basis often do not reflect the full value of the services. Accordingly, we reserve the right to increase our fees to take into account the following value factors:

- The complexity, difficulty or novelty of the issues involved;
- The skill, specialized knowledge and responsibility required;
- The monetary value of the matter (including the amount at risk and the amount recovered);
- Time constraints/deadlines (including work after hours and on weekends);
- The experience, reputation, and expertise of our lawyers and personnel performing the services;
- The extent to which our office procedures, systems, and experience result in efficiencies;

- The customary charges of other lawyers of equal standing in similar matters and circumstances;
- The likelihood that the acceptance of the engagement will result in our inability to accept other employment; and
- Achieving a successful result.

The recording of time on any matter may be recorded in increments of one-tenth of an hour (0.1 = 6 minutes) to reflect the time and value of services rendered, including but not limited to the following: case assessment, development, and administration, preparation, fact gathering, and due diligence, corporate reviews, travel on your behalf, attending at or waiting in court on your behalf, document drafting, consideration, and discussion regarding your file, and all communications and correspondence including letters, email, and telephone calls/messages.

We may also engage other lawyers and personnel to assist us in providing you with legal services and advice in a timely and efficient manner and the rates for those lawyers may be higher or lower than the rates listed in our engagement letter.

Our billing rates are reviewed from time to time, and are generally revised annually to reflect levels of legal experience, changes in overhead and salary costs, and other market factors. Use of revised billing rates to set fees on any account will constitute notice to you of those revisions and your acceptance of them.

In addition to our fees, our accounts will also include charges for disbursements which include but are not limited to: government agency and registry fees, long distance telephone charges, research and online computer services charged at our usual rates, courier charges, printing and photocopy expenses charged at our usual rate, transcript charges, witness fees, trust administration fees, file opening fees charged at our usual rate, travel expenses including mileage, and fees payable to experts and/or consultants.

In certain cases, where a significant third party disbursement is required, you may be asked to provide us with advanced funding or asked to make payment directly to that third party.

5. PRELIMINARY FEE ESTIMATES

We do not provide fee or cost quotations. Any estimate that we do provide is preliminary in nature, is exclusive of disbursements and taxes, and should not be regarded as a maximum or fixed fee quotation. Fees for legal services are generally difficult to estimate given a wide range of factors that make it difficult, if not impossible, to predict in advance, examples of which include but are not limited to the cooperation of opposing parties/lawyers, changes in the facts and law, the volume and number of documents, parties, and witnesses, and the number and nature of court applications, discoveries, and trial days required to resolve the dispute.

{NA-04053345;1}

A-04053345;1
201892-#5178737.1



Initials

6. ACCOUNTS & PAYMENT

We generally render accounts once per month for all fees and disbursements accrued through the previous month plus GST/PST/HST, though we may choose to render accounts more or less frequently given the particular nature of your file and retainer.

Our accounts are payable when issued. Payment in full is required within 10 days of the date that the account is issued. By entering into this Engagement Agreement you agree to pay our accounts as stipulated above.

We charge and you agree to pay interest at the rate of 18% per annum on any account not paid within 10 days, commencing on the 11th day after the account is issued.

We reserve the right to apply the retainer monies held in trust to satisfy unpaid accounts and further reserve the right to cease all work in your matter until our accounts are paid in full and a further retainer has been deposited.

If your case is going to trial or hearing, we will need a minimum retainer at least three months before the first day of the trial or hearing. The amount required will be determined once we are in a position to assess the length of trial, the matters in dispute and various other factors which may impact the cost of a trial or hearing.

If we are asked to, or are subpoenaed to, attend as a witness at a hearing related to, or arising from, our representation of you concerning this matter, we will charge you for our time in preparing for or attending the hearing.

7. TERMINATION

You may terminate our representation at any time by notifying us in writing. You will be responsible for payment of all fees, expenses, and disbursements for work performed to the date of termination and in connection with the orderly transition of the matter to you or another lawyer. If our accounts have not been paid in full at the time of termination, we reserve the right to assert a solicitor's lien over your file to secure payment.

We are subject to the codes of professional responsibility for the jurisdictions in which we practice. These codes list several types of conduct or circumstances that require or allow us to withdraw from representing a client, including but not limited to the following: non-payment of fees; misrepresentation or failure to disclose material facts; action contrary to our advice; loss of confidence between lawyer and client; and conflict issues.

8. RIGHT TO WITHDRAW

We will reserve the right to withdraw as your lawyer at any time, if in our discretion, we wish to do so. It is a fundamental term of the agreement to act for you that we will not be obliged to act for you throughout the litigation. Specifically, we will be entitled, if we wish to do so, to withdraw as your counsel at any stage in the litigation whether before or after settlement negotiations (if any), trial preparation, examinations for discovery, meetings, etc. In that case, we will still be entitled to a fee, which will be prorated. The reason we will reserve the

right to withdraw is that we do not want to assume the obligation to act for you if we cannot obtain satisfactory instructions from you or if we believe the amount of work involved is not feasible, or practical or economical for us to carry out. If in future we are required to withdraw as your counsel of record in the legal action, then we will file a Notice of Intention to Act in Person that we require you to sign in advance as a term of this agreement.

You will have an address for delivery on that Notice that complies with the BC Supreme Court Civil Rules. We will hold that Notice in our file. The purpose of this "pre-signed" Notice is for our convenience, so that if we need to file such a Notice, then we will not be required to serve you or make a court application or take other steps but we will simply file the Notice of Intention to Act in Person. Throughout our retainer, we will be entitled to communicate with you by email to the email address provided by you by regular mail delivery to the address provided by you. If you wish to change your email address, then it will be your responsibility to notify us of your new address. If your email or other mail is returned, then we will have no further obligation to take steps to notify you. However, you will have the obligation to notify us of any new address you obtain. You acknowledge and agree that this is a reasonable term and you accept it. It is a fundamental term of our agreement to act for you that you acknowledge, agree and accept these reservations and conditions.

You agree to sign a Notice of Intention to Act in Person in Form 111 prior to the Firm engaging in any legal proceedings on your behalf and you authorize us to file and serve same in any legal proceeding if we believe it is necessary and advisable to do so. You understand that your personal or corporate address listed on the said Form 111 will be used by parties or counsel to deliver documents to you and that you will be deemed to have received them when delivered and that failure to respond may result in your action being dismissed or judgment taken against you without further notice.

9. FEE REVIEWS

If you have any questions or concerns respecting our accounts, please feel free to discuss the issues with the partner responsible for your file.

We are generally able to resolve any concerns relating to our accounts with little inconvenience or formality, however in the event that we are not able to fully resolve specific concerns, there is the mutual right (subject to time limits) to request a review or assessment of the account before an officer of the B.C. Supreme Court pursuant to the *Legal Profession Act*.

10. REFERENCES

From time to time we are asked by third parties to provide client references or to provide a list of representative clients. Our professional codes sometimes require that we obtain the consent of our clients before disclosing that we have acted for them. By entering into this Engagement Agreement, you authorize us to disclose that we have provided legal services to you and the general nature of those services, subject to our professional obligations to maintain client confidentiality. If you do not wish



Initials

us to disclose the fact that you are a client of the Firm, or to limit any description of legal services provided to you, please notify us in writing.

11. RECORDS RETENTION AND DESTRUCTION POLICY

Under our Record Retention and Destruction Policy, we close client files pertaining to a particular matter within one year of the matter becoming inactive. We generally do not store material in a client file that belongs to the client once a matter has been closed. Any material in the file that belongs to you will be returned to you upon file closing as well as any original documents. The types of materials that belong to the client include: original documents in existence before the retainer; original correspondence from the lawyer or third parties; expert reports; client medical records; examination for discovery transcripts; trial transcripts; notes or recordings of conversations with witnesses or officers of the court; documents for use in court; memoranda of law; representation agreements and contracts; receipts for disbursements; and corporate seals.

We will retain and store any non-client materials (which may include copies of the client documents) as we choose for a period of 15 years, after which we have the discretion to destroy what remains of the file without further notice to you.

If you have questions about our Records Retention and Destruction Policy, please contact our Managing Partner.

By signing this form I consent to receiving electronic messages from McQuarrie, including legal and file updates, announcements, invitations to events and other communications. I understand that I may withdraw my consent at any time.



Michael Lares



Flying "L" Ranch Ltd., by its authorized signatory,
Michael Lares, Director

RESOLUTIONS OF THE DIRECTORS

OF

Flying "L" Ranch Ltd.

(The "Company")

Resolved that:

1. The Company has retained McQuarrie Hunter LLP (Attention: Royal Morton) to investigate, advise and represent the Company in respect of a defamation matter made by various parties against Michael Lares and the Company (the "Matter"), and take such steps as necessary, including legal proceedings, to reach a conclusion on the terms set out in a retainer letter and terms of engagement from McQuarrie Hunter dated January 10, 2024.
2. The Company appoints Michael Lares as its authorized representative to give instructions to, and receive legal advice from, McQuarrie Hunter LLP (Attention: Royal Morton) with respect to the Matter, unless written notice revoking this resolution is provided to McQuarrie Hunter LLP, attention: Royal J. Morton or McQuarrie Hunter LLP advises that there is a conflict of interest in McQuarrie Hunter LLP continuing to act in this way.

DATED effective: JANUARY 18, 2024N/A

Peter van der Heyden, Director

Michael Lares

Michael Lares, Director

DRIVER'S LICENCE
British Columbia CAN

LARES,
MICHAEL DENNIS

Issued: 2019-Jun-12 DOB: [REDACTED]
Expires: 2024-Jun-05


Restrictions/
Endorsements:
Class: 5

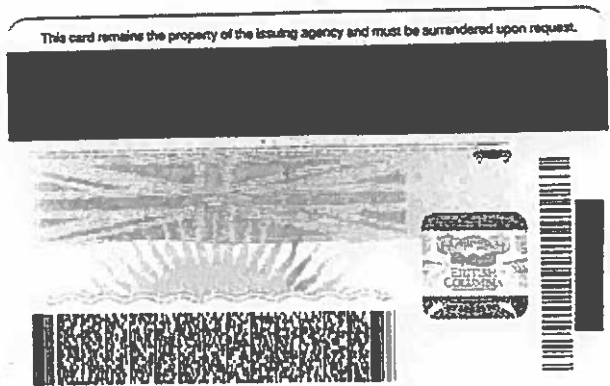
Wt: 91.0 kg Ht: 180 cm

Sex: M Eyes: BLU Hair: BAL

8554 NEMAH VALLEY RD
PO BOX 10
NEMAH VALLEY BC V0L 1X0

CANAD
BRITISH COLUMBIA





McQuarrie

McQuarrie Hunter LLP
 Suite 1500, 13450 - 102 Ave
 Surrey, BC V3T 5X3
 Tel: 604.581.7001
 Fax: 604.581.7110
 WWW.MCQUARRIE.COM

Managing Lawyer: Royal J. Morton
 E-Mail: rmorton@mcquarrie.com

Associate Lawyer: Jordan Mario Jutras
 E-Mail: jjutras@mcquarrie.com

Legal Administrative Assistant: Barbara Polh
 E-Mail: bpoth@mcquarrie.com
 Direct Line: 604-580-7061

Our File No.: 240167

February 22, 2024

VIA EMAIL: michael@flyingfranch.ca

CONFIDENTIAL

Flying "L" Ranch Ltd. and Michael Lares
 c/o Michael Lares
 8554 Nemiah Valley Road, PO Box 10
 Nemiah Valley, BC V0L 1X0

Dear Sir:

Re: Defamation Jonathan Skeels, Kristy McQuade, Devyn McMillan, Alisse Andrews and Elise Reculard

As you are aware, we have forwarded cease and desist letters to Mr. Skeels, Ms. Lamar, Ms. McMillan, and Ms. McQuade, and forwarded to you a cease and desist letter for Ms. Andrews, and a To Whom It May Concern letter. We have not heard anything from anyone other than Mr. Skeels, and a copy of that email was forwarded to you with my comments.

With respect to your email regarding a cease and desist letter to Elise Reculard, we are unable to recommend sending a letter at this time, pending further review by our student, Ben Morley, and input for the writer. In the meantime, Mr. Morley will send you a rough draft letter to Ms. Reculard for your review and comment, pending the writer's opportunity to review Mr. Morley's findings and the draft letter.

Please keep us updated of any further social media activity.

We enclose our initial account for services rendered for the period January 8 to February 20, 2024, which will be paid in full from funds held in trust. Please forward payment in the amount of \$[REDACTED] to replenish your retainer to [REDACTED]. We have written off just over \$[REDACTED] worth of time as justifiable and as a courtesy, including some student time.

Please note that McQuarrie Hunter is a registered online payee at most major financial institutions. To pay this bill online, please register "McQuarrie Hunter LLP" as a bill payee through online banking and use the client, matter and invoice number information to specify payment. You may also pay by credit card on our website.

Please do not hesitate to contact us should you have any questions.

Yours truly,

MCQUARRIE HUNTER LLP

FOR 

ROYAL J. MORTON*

Partner

*Royal Morton Law Corporation

RJM/bjp

Encl.

McQuarrie

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Associate Lawyer: Jordan Mario Jutras
 E-Mail: jjutras@mcquarrie.com

Legal Administrative Assistant: Barbara Poth
 E-Mail: bpoth@mcquarrie.com
 Direct Line: 604-580-7061

Our File No.: 240167

March 19, 2024

VIA EMAIL: michael@flyinglranch.ca

CONFIDENTIAL

Flying "L" Ranch Ltd. and Michael Lares
 c/o Michael Lares
 8554 Nemiah Valley Road, PO Box 10
 Nemiah Valley, BC V0L 1X0

Dear Sir:

Re: Defamation Jonathan Skeels, Kristy McQuade, Devyn McMillan, Alisse Andrews and Elise Reculard

Further to your email exchange with my assistant, Barb Poth, of March 15th, we confirm your advice that everything seems pretty quiet right now and there has been no further comments or postings made against you and Flying "L" Ranch. Pursuant to your instructions, we will keep our file open and diarize to follow-up with you in two months, unless we hear from you in the meantime.

Please keep us updated if there is any further social media activity.

We enclose our further account for services rendered for the period February 21 to March 15, 2024, which will be paid in full from funds held in trust. As we are holding our file in abeyance, we do not require the retainer to be replenished at this time.

Please do not hesitate to contact us should you have any questions.

Yours truly,

MCQUARRIE HUNTER LLP

ROYAL J. MORTON*

Partner

*Royal Morton Law Corporation

RJM/bjp

Encl.

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Our File No.: 240167

April 16, 2024

VIA EMAIL: michael@flyingl ranch.ca

CONFIDENTIAL

Flying "L" Ranch Ltd. and Michael Lares
 c/o Michael Lares
 8554 Nemiah Valley Road, PO Box 10
 Nemiah Valley, BC V0L 1X0

Dear Sir:

Re: Defamation Jonathan Skeels, Kristy McQuade, Devyn McMillan, Alisse Andrews and Elise Reculard

Further to your previous communications with Barb, we enclose our final account for services rendered for the period March 19 to April 15, 2024, which will be paid in full from funds held in trust. After payment of our account, the balance remaining of your retainer is \$ [REDACTED] which we will transfer to the new matter once opened. We will also contact Cameron's team [REDACTED]

We will leave your file open for now but cannot take further action at this time in light of the shareholder dispute.

Please do not hesitate to contact us should you have any questions.

Yours truly,

MCQUARRIE HUNTER LLP

ROYAL J. MORTON*

Partner

*Royal Morton Law Corporation

RJM/mb

Encl.

No. S248901
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

MICHAEL LARES

PETITIONER

AND:

PETER VAN DER HEYDEN and FLYING "L" RANCH LTD.

RESPONDENTS

AFFIDAVIT

FASKEN MARTINEAU DUMOULIN LLP

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