

**Summary of Petition, Response, and Supporting Affidavit Materials (Court File No. VLC-S-S-248901)**

On December 20, 2024, Michael Lares (“ML”), as Petitioner, filed a petition in the Supreme Court of British Columbia against Peter van der Heyden (“PvdH”) and Flying “L” Ranch Ltd. (the “Company”). In the Petition, ML seeks an order requiring PvdH to sell his shares in the Company to ML and to transfer PvdH’s 80-acre parcel of land to the Company for a collective price of \$2,000,000 to be paid by ML.

The table below summarizes the parties’ respective positions as reflected in the Petition, Response to Petition, affidavits, and exhibits filed or referred to in the proceeding. It does not determine the truth of any disputed allegation.

In broad terms:

- ML presents a narrative in which PvdH provided funding toward the acquisition, ML ran the ranch and the Company’s operations, social media formed part of those operations, and PvdH later became distrustful and sought broader information and control.
- PvdH responds that ML’s presentation omits or compresses material points, including that PvdH says he provided the full acquisition funding, that ML engaged McQuarrie on behalf of the Company for the Defamation Matter without PvdH’s knowledge, and that the related directors’ resolution showed “N/A” written above PvdH’s name. PvdH also expressly pleads oppression, including allegations that he was denied bookkeeping and financial information, obstructed in trying to monitor the Company’s affairs, excluded from participation in management, and that ML treated the Company as if it were a sole proprietorship, used Company funds for personal expenses, and paid Company funds to family members. PvdH also says he later discovered ML’s two prior U.S. bankruptcies, which had not previously been disclosed to him.
- The Benjamin Morley affidavit adds further McQuarrie-side detail about the Defamation Matter file, including screenshots, letters, file notes, and a statement that McQuarrie took instructions from ML for that matter.

SUPREME COURT OF BRITISH COLUMBIA <b>SEAL</b> 20-Dec-24  Vancouver REGISTRY	FORM 66 (Rules 16-1 (2) and 21-5 (14))  <p style="text-align: right;">NO. Court File No. <b>VLC-S-S-248901</b> VANCOUVER REGISTRY</p> <p style="text-align: center;"><b>IN THE SUPREME COURT OF BRITISH COLUMBIA</b></p> <p><b>BETWEEN:</b></p> <p style="text-align: center;">MICHAEL LARES</p> <p style="text-align: right;">PETITIONER</p> <p><b>AND:</b></p> <p style="text-align: center;">PETER VAN DER HEYDEN and FLYING “L” RANCH LTD.</p> <p style="text-align: right;">RESPONDENTS</p> <p style="text-align: center;">PETITION TO THE COURT</p>
--	---

**Summary of Petition, Response, and Supporting Affidavit Materials (Court File No. VLC-S-S-248901)**

Topic	ML's account	PvdH's response / what he says is omitted, incomplete, or differently characterized	Record support identified in the materials
<b>1. Purchase of the ranch lands: who funded it and in what amount</b>	ML says the April 2019 arrangement was that PvdH would provide US\$117,250 so the option to purchase could be exercised. He later says PvdH had invested a "substantial amount of money" in the Company, but he does not quantify that further amount in the petition or affidavit portions relied on here. ML also says he contributed substantial labour, time, and some money to the Company and ranch lands.	PvdH says ML's presentation stops at the initial deposit and leaves out the rest of the acquisition funding. PvdH says he funded the entire identified purchase: US\$117,250 deposit, US\$351,750 balance of purchase price, and US\$23,500 GST, for a total of US\$492,500. PvdH's position is that ML's account does not identify any purchase-money contribution by ML.	ML's materials identify the initial US\$117,250 and then refer more generally to PvdH having invested a substantial amount. PvdH's response ties the full amounts to identified exhibits, and PvdH's affidavit lists the purchase agreement and wire-transfer receipts as exhibits.
<b>2. Was PvdH a silent investor, or an equal controlling participant</b>	ML says the Company was to operate effectively as a partnership, but within that arrangement PvdH was to be a silent partner and financial investor, while ML handled day-to-day operations and finances. He also says PvdH was not interested in day-to-day involvement.	PvdH says ML's "silent partner" description leaves out important context. PvdH points to the 2019 MOU language that they would both be "equal controlling and participating members." PvdH acknowledges that, especially in the initial years, he did not intend to participate in day-to-day operations and in practice supervised the Company only minimally because his attention was heavily occupied by other professional and family commitments. But PvdH says that limited practical involvement did not mean he gave up equal status, broad oversight, access to information, or any of his rights and responsibilities as a 50% shareholder and director. His position is that ML was trusted to act as caretaker and manager during that period, not to exercise unfettered control.	ML relies mainly on his own account of the original discussions and his exhibit to the MOU. PvdH expressly ties his contrary account to the 2019 MOU and related incorporation documents listed in his affidavit.
<b>3. Corporate governance structure and officer appointments</b>	ML pleads that he and PvdH were each 50% shareholders and co-directors of the Company, and he says he ran the Company's day-to-day operations and finances from inception. In the cited petition and affidavit materials, he does not separately address PvdH's point that Company officers were never appointed.	PvdH points to the 2019 MOU, the incorporation records, and the share and director records to say the Company was formed with two equal directors and shareholders. PvdH also pleads that officers for the Company were never appointed. He says he remained of the understanding that, as a director and 50% shareholder, he would remain an equal controlling and participating member, and that he never conceived ML would have unfettered discretion to manage the Company's affairs.	ML's materials identify the 50/50 shareholder and co-director structure and refer to his day-to-day management role. PvdH's response and affidavit identify the certificate of incorporation, incorporation application, incorporation agreement and articles, notice of change of directors, company summary, and the 2019 MOU, including the pleaded point that officers were never appointed.

**Summary of Petition, Response, and Supporting Affidavit Materials (Court File No. VLC-S-S-248901)**

Topic	ML's account	PvdH's response / what he says is omitted, incomplete, or differently characterized	Record support identified in the materials
<b>4. Original practical intent and roles</b>	ML says he would live on the ranch with his family and would be responsible for the Company's day-to-day operations and finances. He says that is how the Company in fact operated from 2019 onward.	PvdH says he did expect ML to act as caretaker and manager, but says ML's account leaves out the narrower arrangement PvdH says he understood when the Company was formed. PvdH pleads that, as of early 2019, he understood ML was employed full-time in a managerial role by the Xeni Gwet'in First Nation. He pleads that the Company was formed to hold the Lands and that it would continue holding the Lands while only minimal business activities previously carried out by ML would continue under the Company banner. He pleads that his understanding was that ML's caretaking and management role would be compensated by 50% ownership in the Company, the small amount of revenue expected from those Business Activities, and free rent from the Company. PvdH also pleads that he did not intend to participate in day-to-day supervision and operations and that, in practice, from 2019 through 2022 he supervised the Company only minimally because of significant professional and family commitments. He further pleads that he understands ML's employment with the Xeni Gwet'in First Nation ended during the summer of 2020. He says that limited practical involvement did not mean he gave up equal status, broad supervision, access to information, or his rights and responsibilities as a director and 50% shareholder, and that he never conceived ML would have unfettered discretion to manage the Company's affairs or to cause the Company to become a vehicle for activities beyond those Business Activities.	ML's account is narrative. PvdH's response is supported by the pleaded formation history, the 2019 MOU, the incorporation materials, the pleaded description of the expected Business Activities, and PvdH's pleaded 2019–2022 history, including his understanding that ML was in full-time outside employment when the Company was formed and that PvdH's own supervision of the Company was minimal during those years because of significant outside commitments.
<b>5. Scope of the business as each describes it</b>	ML says the Company's business included raising, breeding, and selling horses, protecting and caring for local wild horse herds, ranch operations generally, and social-media content creation. He presents these as part of the ordinary business he ran.	PvdH says he did not originally conceive the Company as a broader vehicle for additional activities beyond the modest "business activities" he describes, namely occasional cabin rentals, modest hay sales, and a few horses. PvdH says ML's account leaves out that PvdH did not understand the Company would expand into other lines of activity without his knowledge and involvement.	ML describes the business in narrative terms. PvdH identifies the 2019 MOU, incorporation records, tax and financial statements, and other exhibits as part of the documentary background for his understanding of the business.
<b>6. Residence on the lands and use of Company property</b>	ML says he and his family have lived on and operated the ranch lands since 2011, and he presents continued residence and operation as part of the business arrangement. In the cited portions, he does not separately identify any lease or rent arrangement after the Company acquired the lands.	PvdH says ML's presentation leaves out that, after the Company acquired the 160 acres, ML and his family continued living on the lands without paying rent to the Company for the 160 acres or to PvdH for use of the 80 acres. PvdH also says the Company never entered into a lease permitting that residence.	ML's materials describe residence and operation, but do not identify a lease or rent arrangement in the cited portions. PvdH ties his contrary description to land-title materials, tax and financial records, and other exhibits listed in his affidavit.

**Summary of Petition, Response, and Supporting Affidavit Materials (Court File No. VLC-S-S-248901)**

Topic	ML's account	PvdH's response / what he says is omitted, incomplete, or differently characterized	Record support identified in the materials
<b>7. Financial openness, records, and bookkeeping</b>	ML says he discussed major purchases or expenses with PvdH and provided corporate or financial documents whenever PvdH asked. He later says he did not produce some requested records because he either did not have them or had already given PvdH what he did have.	PvdH says ML's account leaves out the extent of the requests and the extent of what remained missing. PvdH says he repeatedly sought accounting records, financial records, and bookkeeping, received some materials on 26 July 2024, but says bookkeeping records were still not included. PvdH also says he was denied information and obstructed in trying to monitor the Company's affairs.	ML identifies requests and says information was provided or already provided, but at a general level. PvdH's affidavit lists letters, emails, charts, bank statements, VISA statements, and related records as exhibits, and his response gives a more itemized chronology of the requests and partial production.
<b>8. Company funds allegedly used for personal spending</b>	In the cited petition and affidavit portions, ML says he managed finances, discussed major expenses with PvdH, and disagrees with PvdH's suggestion that he had not been open about expenses. He does not, in those cited portions, specifically address the individual expense examples later identified by PvdH.	PvdH says ML's account leaves out concrete examples he says appear in the bank and VISA records. PvdH points to payments that he says appear personal, including dental payments, clothing purchases at Winners and Zara, repeated fast-food and coffee purchases, payments for vitamins and nutritional supplements, payments to a person he describes as a "psychic medium" and "spiritual minister," and expenditures at liquor stores. He also says there is a broader pattern of Company funds being transferred to ML and ML's family members.	PvdH's affidavit specifically lists Company bank statements, VISA statements, and a debits and credits chart as exhibits, and his response draws examples from them. In the cited portions, ML does not provide comparable itemization of those transactions.
<b>9. CEBA loan and unilateral borrowing</b>	ML says in his December 2024 affidavit that he has now paid the CEBA loan referenced in PvdH's proposed directors' resolutions. In the cited petition and affidavit portions, he does not describe when or how the CEBA loan was originally obtained.	PvdH says ML unilaterally took out the CEBA loan for the Company on or about 20 April 2020 without informing or consulting him, even though the CEBA loan was in the name of both the Company and PvdH. PvdH says ML later advised that the CEBA loan was paid down on or about 11 December 2024.	PvdH's response and affidavit identify the CEBA loan statement and the later payment confirmation as exhibits. ML's affidavit mentions only that the CEBA loan had been paid by the time of his December 2024 affidavit.
<b>10. Use of Company name and brand in public-facing social media</b>	ML says social-media content creation was part of the Company's business operations and says he ran the day-to-day operations and finances from the beginning. He presents social media as something falling within his ordinary management role.	On PvdH's pleading, the Company was formed to hold the Lands and continue only minimal Business Activities. PvdH says ML's account does not address that the Company was publicly presented online through a website "Support" link calling for donations and through the Instagram account "@michael_lares," described as "Michael Lares-Flying 'L' Ranch." PvdH's position is that ML used the Company's name and brand online in ways he says he did not know about in advance or monitor in real time, and in a manner he says was inconsistent with the narrower purpose and scope he originally contemplated for the Company.	PvdH's response ties this point to the website and social-media screenshots through the Uppal affidavit, and to the earlier pleaded formation history and expected Business Activities on which he relies for his narrower understanding that the Company was formed to hold the Lands and continue only minimal Business Activities. ML's materials describe social media more generally as part of operations.
<b>11. Fundraising campaigns through social media</b>	In the cited ML materials, social media is described as part of operations, but the petition and affidavit excerpts relied on here do not set out fundraising campaigns, donor appeals, or how donated funds were handled.	PvdH says this leaves out important online fundraising activity. PvdH says the Company ran several fundraising campaigns and says he never had prior knowledge of those campaigns before they were launched, was unaware of how donation funds were handled and spent, and was concerned by the way the Company presented itself when seeking donations.	PvdH's response ties these allegations to screenshots and PayPal-to-bank entries, and PvdH's affidavit lists the underlying bank statements and related exhibits. No comparable detail about the fundraising campaigns appears in the cited ML excerpts.

**Summary of Petition, Response, and Supporting Affidavit Materials (Court File No. VLC-S-S-248901)**

Topic	ML's account	PvdH's response / what he says is omitted, incomplete, or differently characterized	Record support identified in the materials
<b>12. PvdH's knowledge of, and ability to monitor, social-media activity</b>	ML says PvdH was not involved in operations and later says PvdH's demands for information increased.	PvdH says he attempted to follow the Company's social media on multiple occasions but was blocked by ML on Instagram each time. PvdH says that as a result he was unable to monitor the Company's social-media activity, including fundraising campaigns. He also says that, by 03 July 2024, he had expressly said he did not consent to further material transactions on behalf of the Company without his express consent.	PvdH's response identifies the blocking allegation directly and ties it to his broader account of being unable to monitor the Company's online activity. ML's affidavit acknowledges receipt of the 03 July 2024 no-consent position, but does not address the blocking allegation in the cited passages.
<b>13. Raffle activity on the Company Instagram account</b>	In the cited ML materials, there is no detailed discussion of the raffle issue.	PvdH says the Instagram account ran a raffle in or around June 2024, announced a winner on or about 01 July 2024, and that he wrote asking whether ML had conducted a raffle on behalf of the Company without consulting him and whether a licence had been obtained. PvdH says he never received an explanation and understood no licence had been obtained.	PvdH's response ties this point to Instagram screenshots and PvdH's 01 and 02 July 2024 emails, all identified in his affidavit exhibits. No comparable discussion appears in the cited ML excerpts.
<b>14. PvdH's pleaded concern about Company exposure to regulatory or civil liability</b>	In the cited petition and affidavit materials, ML does not frame the Company's activities as creating regulatory, tax, or civil exposure. He presents social media as part of the Company's operations and the McQuarrie matter as a response to negative posts.	PvdH expressly pleads concern about the Company's exposure to regulatory or civil litigation. He says he is concerned about potential litigation, regulatory, and tax implications arising from donation campaigns, the Company presenting itself as a charitable endeavour, the raffle issue, the broader way the Company was used in the defamation matter, and the social-media postings in the defamation file alleging impropriety concerning Company fundraising activities and other potentially inappropriate or irresponsible conduct by ML involving the Company.	PvdH's response pleads these concerns in the overview and in the sections dealing with fundraising campaigns, the raffle, and the McQuarrie defamation matter. The supporting affidavits identify related screenshots, emails, bank records, and correspondence. Morley's affidavit adds McQuarrie-side file materials, including screenshots, postings, and notes from the Defamation Matter file.
<b>15. McQuarrie retainer and use of the Company's name in response to social-media criticism</b>	ML says that after negative social-media posts appeared, he retained McQuarrie on behalf of himself and the Company, and he says he sent some cease-and-desist letters through Instagram. He presents those steps as a response to negative online attacks.	PvdH says ML's presentation leaves out that PvdH says he had no knowledge, as of 04 March 2024, of the Company retaining McQuarrie for defamation advice, paying McQuarrie retainer fees, or instructing McQuarrie to initiate proceedings. PvdH also points to the pinned Instagram post identifying McQuarrie as counsel for the Company, and says he only became aware of the defamation matter because of that Instagram post.	PvdH's affidavit lists the retainer agreement, the 18 January 2024 directors' resolution that PvdH characterizes as defective, multiple McQuarrie letters, text messages, and VISA statements as exhibits. Morley's affidavit separately states that McQuarrie was retained by ML and the Company for the Defamation Matter, that the engagement was limited to review of third-party publications and issuing letters, and that McQuarrie took instructions from ML for that matter. ML attaches one cease-and-desist letter in his own affidavit and describes the steps taken, but in the cited portions provides less detail about prior notice to PvdH.

**Summary of Petition, Response, and Supporting Affidavit Materials (Court File No. VLC-S-S-248901)**

Topic	ML's account	PvdH's response / what he says is omitted, incomplete, or differently characterized	Record support identified in the materials
<p><b>16. Treatment of third parties targeted through the McQuarrie defamation file</b></p>	<p>ML says that, beginning in or around fall 2023, various "Third Parties" began making a series of negative posts on a variety of social media platforms against him and, by implication, the Company. He says many of those Third Parties are ex-employees or ex-business associates of the Company. He says that he and the Company retained McQuarrie to address those posts, that cease-and-desist letters were sent to those Third Parties, and that, after his lawyer prepared several cease-and-desist letters in February 2024, he sent some of those letters to a few of the Third Parties through Instagram. In his later explanation to PvdH, ML characterized the matter as a "hate campaign", said the main driver had been "excommunicated from our operations" due to an inability to bring what was promised, and said his response, though expensive and aggressive, had been effective. In the cited petition and affidavit passages, ML does not separately describe the underlying conduct of any one recipient or explain why they were targeted. The McQuarrie letters identified in PvdH's affidavit exhibits Y-DD show that the targeted individuals were Kristy McQuade, Deven Lamar, Devyn McMillan, Jonathan Skeels, Alisse Andrews, and Elisse Reculard. Morley's later affidavit, from McQuarrie's side of the Defamation Matter file, attaches additional materials concerning the Defamation Matter, including screenshots and postings, letters or materials concerning Devyn McMillan and Alisse Andrews, screenshots from "offgridlifeuncensored", the 27 February 2024 letter addressed "To Whom It May Concern", and Morley's notes.</p>	<p>PvdH's concern, as pleaded, arose when he discovered in March 2024 that a letter from McQuarrie had been posted to the Company's Instagram account and that McQuarrie had been engaged on behalf of the Company in a defamation matter without his knowledge or consent. PvdH says that engagement involved ML instructing McQuarrie to issue letters threatening litigation against multiple parties in the names of both ML and the Company. He says he had no knowledge, as of 4 March 2024, of the Company retaining McQuarrie for defamation advice, the Company paying retainer fees, or the Company instructing McQuarrie to threaten proceedings. PvdH further says that, after part of the McQuarrie file was later disclosed, his concerns increased regarding potentially inappropriate and irresponsible conduct by ML involving the Company. He also says the disclosed defamation file contained social-media postings alleging impropriety concerning Company fundraising activities. PvdH's pleaded concern is therefore centred on his discovery that ML had caused the Company to be used to threaten multiple third parties and that this discovery led him to investigate the Company's affairs and ML's background more deeply, become more concerned about the Company's exposure, and seek further records and greater control over subsequent Company activity.</p>	<p>PvdH's affidavit lists the 15 January 2024 retainer agreement, the 18 January 2024 directors' resolution, individual McQuarrie letters to Kristy McQuade, Deven Lamar, Devyn McMillan, Jonathan Skeels, Alisse Andrews, and Elisse Reculard, the text and email exchanges with ML, and the related bank and VISA records. Morley's affidavit separately produces McQuarrie-side materials from the Defamation Matter file, including the retainer letter, screenshots of alleged postings, materials and letters concerning Devyn McMillan and Alisse Andrews, screenshots from "offgridlifeuncensored", the 27 February 2024 letter addressed "To Whom It May Concern", and Morley's notes. Morley's affidavit states that McQuarrie's engagement was limited to review of extensive third-party allegedly defamatory publications and issuing letters to those parties and social media companies, and that McQuarrie took instructions from ML for the Defamation Matter. PvdH's materials characterize the 18 January 2024 directors' resolution as defective because McQuarrie took instructions from ML on behalf of the Company on the basis of that resolution, but the resolution shows "N/A" written above PvdH's name rather than his signature. The Response to Petition also pleads that PvdH first became aware of the Defamation Matter in March 2024 because of the letter posted to the Company Instagram account, and that as of 4 March 2024 he had no knowledge of the Company retaining McQuarrie for defamation advice, paying retainer fees, or instructing McQuarrie to threaten proceedings.</p>

**Summary of Petition, Response, and Supporting Affidavit Materials (Court File No. VLC-S-S-248901)**

Topic	ML's account	PvdH's response / what he says is omitted, incomplete, or differently characterized	Record support identified in the materials
<p><b>17. Company funds used in connection with the McQuarrie / social-media matter</b></p>	<p>ML says in a June 2024 message, as quoted in PvdH's response, that "No corporate funds were used in the effort." In the cited ML affidavit and petition portions, he does not separately set out the detailed payment history.</p>	<p>PvdH says the records show Company VISA payments to McQuarrie on 7 February, 20 February, and 4 March 2024. PvdH also says later correspondence indicated that a separate \$4,000 paid by the Company in February 2024 related to a different solicitor matter concerning the purchase of shares, not the defamation matter. PvdH further points to bank records showing that two later \$2,000 payments by ML into the Company account on 15 October and 25 November 2024 were followed by \$2,000 payments out of the account later the same day to pay down the Company VISA. Together with PvdH's position that he still has not received the Company's bookkeeping records, PvdH's position is that the overall payment history is more complicated than ML's brief description suggests and does not clearly establish, on the materials disclosed, that the deposits by ML were verified reimbursements to the Company.</p>	<p>PvdH ties this point to VISA statements, bank statements, his debits and credits chart, the absence of bookkeeping records, and later counsel correspondence. Morley's affidavit adds that some time for McQuarrie's new shareholder-dispute file was included on the final invoice for the Defamation Matter, and that, from Morley's review, virtually all of the work referenced on that final invoice was not related to the Defamation Matter and should not have been billed to that file. The cited ML passages do not provide equivalent transaction-level detail.</p>
<p><b>18. ML's prior U.S. bankruptcies and later security concerns</b></p>	<p>In the cited petition and affidavit materials, ML does not mention any prior bankruptcy filings and does not address them when advancing his proposed buyout structure. He continues to say he is willing to buy PvdH's shares and the 80 acres for \$2 million on terms similar to the September 2024 settlement structure.</p>	<p>PvdH says that, after learning of the defamation matter in March 2024, he investigated ML's background more deeply and discovered two prior U.S. bankruptcies: one filed in South Carolina in February 1993 and discharged in April 1994, and another filed in North Carolina in December 2011 and discharged in March 2013. PvdH says that learning of this bankruptcy history reinforced his view that any transaction involving the Company, ML, or the lands would require proper security. He also expressly links ML's bankruptcy history to his concern about ML's proposed delayed-payment buyout structure.</p>	<p>PvdH's response identifies the two bankruptcy proceedings and dates, and PvdH's affidavit lists the U.S. bankruptcy records as exhibits "Q" and "R." In the cited ML materials, there is no corresponding discussion of the bankruptcies.</p>
<p><b>19. Security structure of the 2024 MOU and later narrowing of protections</b></p>	<p>ML pleads that the parties entered into a settlement agreement by September 13, 2024 for the sale of PvdH's shares and the 80 acres for \$2,000,000. He pleads that the agreed security included a mortgage against the Company's land for \$1,850,000 and that PvdH later demanded additional non-negotiable terms, including an undated Form A transfer of the ranch land to enforce the mortgage, a general security agreement over all of the Company's present and after-acquired personal property, and a confidentiality term.</p>	<p>PvdH says ML's presentation leaves out that the signed 2024 MOU already contemplated broader security. PvdH points to the 2024 MOU as including a mortgage, a general security agreement over some or all of the property listed in Schedule A, and default consequences under which the lands and various equipment would be delivered if payments were not made. PvdH further pleads that later McQuarrie drafting removed protections, including a provision allowing him to obtain the 160 acres in the event of breach and the Company's obligation to provide a general security agreement.</p>	<p>Both sides tie their positions to the 2024 MOU and later correspondence and drafting. ML's petition pleads the September 2024 settlement terms and the later items he characterizes as added demands. PvdH's response and affidavit identify the signed 2024 MOU, later letters and emails, and the tracked draft documentation exchanged in late 2024.</p>

**Summary of Petition, Response, and Supporting Affidavit Materials (Court File No. VLC-S-S-248901)**

Topic	ML's account	PvdH's response / what he says is omitted, incomplete, or differently characterized	Record support identified in the materials
<b>20. Directors' meeting, proposed resolutions, mediation, and ML's refusal to attend</b>	ML pleads that in June 2024, through counsel, he proposed that the parties schedule a directors' meeting to discuss approving the sale of PvdH's shares to ML and the Company's purchase of the 80 acres. He later pleads that, on 9 December 2024, PvdH gave written notice of a proposed directors' meeting to vote on resolutions requiring further Company financial and accounting records and an asset listing. ML says he refused to attend that meeting and was concerned that PvdH would misuse information or attempt to prevent ML from operating the Company.	PvdH pleads a fuller governance sequence. He says his counsel proposed mediation in December 2024 and called an extraordinary directors' meeting with proposed resolutions requiring further financial and accounting disclosure, an asset listing, accountant cooperation, authority to engage an auditor, repayment of CEBA and VISA debt, approval of future fundraising and other material spending, mediation, and cessation of blocking PvdH from following the Company's Instagram account. PvdH says ML refused to attend the proposed meeting.	ML's petition and affidavit identify the June to December 2024 correspondence about directors' meetings and later non-consent to material transactions. PvdH's response and affidavit identify the December 2024 letters and emails proposing mediation, calling the directors' meeting, and attaching the proposed resolutions.
<b>21. What each side says about PvdH's later objections to Company activity</b>	ML says PvdH later became distrustful, demanded additional information, and on 03 July 2024 communicated that he did not consent to further material transactions on behalf of the Company without his express consent. ML presents this as part of the deterioration in relations and his concern that PvdH might interfere with operations.	PvdH says his later objections need to be read against the background he describes: lack of prior knowledge of fundraising campaigns, being blocked from monitoring Instagram, learning of the defamation matter through the pinned Instagram post, discovering the bankruptcy history after investigating further, and still not receiving complete records and bookkeeping. PvdH's position is that his later objections responded to activity already occurring in the Company's name, and to information he says was only discovered later.	Both sides identify the July 2024 correspondence. PvdH's affidavit lists the relevant letters, texts, emails, and bankruptcy exhibits, and ML's affidavit also exhibits the correspondence from his side.
<b>22. Oppression as expressly pleaded by PvdH</b>	ML does not plead oppression by PvdH. In his petition, ML says the Court may grant relief under s. 227(3) without first finding oppressive or unfairly prejudicial conduct, and he frames his case instead around deadlock, breakdown of trust, and the just-and-equitable winding-up / buyout remedy he seeks.	PvdH expressly pleads that ML has engaged in oppressive conduct. PvdH says his reasonable expectations arose from the common law, statutory and fiduciary duties of directors, the Company's articles, the 2019 MOU, and the circumstances of the Company's formation and his contributions to it. He says those expectations were breached by ML's conduct, including withholding records and information, obstructing monitoring, excluding PvdH from participation in management and treating the Company as if it were a sole proprietorship, using Company funds for personal expenses, paying Company funds to family members, and denying PvdH's entitlement to share in Company profits.	The oppression allegation is expressly pleaded in the Response to Petition at the overview, under section VIII "Oppressive Conduct of Mr. Lares," and under Part 5 "Oppression." The specific conduct said to constitute oppression is then particularized across the factual sections of the response and the supporting affidavits and exhibits already referred to elsewhere in the table.