SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY
FEB 03 2023

Amended pursuant to the Order of Mr. Justice Thompson pronounced on January 16, 2023, and pursuant to Supreme Court Civil Rule 6-1
Original filed on February 18, 2021

The plaintiff, Teal Cedar Products Ltd., claims the right to serve this pleading on the defendant, Joshua Wright, outside British Columbia on the ground that it concerns a tort committed in British Columbia and is a claim for an injunction in British Columbia, pursuant to sections 10(g) and 10(i) of the *Court Jurisdiction and Proceedings Transfer Act*, S.B.C. 2003, c. 28, on which the plaintiff relies.

No. S211602
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

TEAL CEDAR PRODUCTS LTD.

PLAINTIFF

AND:

UNKNOWN PERSONS OPERATING AS THE "RAINFOREST FLYING SQUAD", ROBERT ARBESS (ALSO KNOWN AS REUBEN GARBANZO), KATHLEEN CODE, CAROLE TOOTILL, WILLIAM JONES, JOSHUA WRIGHT, GLENN REID, SHAWNA KNIGHT, ANGELA DAVIDSON (ALSO KNOWN AS RAINBOW EYES), DONNA CLARK, KEITH CHERRY, RHIA IRONSIDE, WILL O'CONNELL, STEVEN DANILUK (ALSO KNOWN AS YOGI SHAMBU), SAUL ARBESS, RANI EARNHART, AND ATLEO RIVER AIR SERVICE LTD., JOHN DOE, JANE DOE, AND PERSONS UNKNOWN

DEFENDANTS

BRITISH COLUMBIA (MINISTRY OF FORESTS, LANDS, NATURAL RESOURCE OPERATIONS AND RURAL DEVELOPMENT)

THIRD PARTY

AMENDED NOTICE OF CIVIL CLAIM

This action has been started by the plaintiff for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

(a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and

(b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

(a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and

(b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

Time for response to civil claim

A response to civil claim must be filed and served on the plaintiff(s),

(a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,

(b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,

(c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or

(d) if the time for response to civil claim has been set by order of the court, within that time.

CLAIM OF THE PLAINTIFF

Part 1: STATEMENT OF FACTS

The parties

1. The Plaintiff, Teal Cedar Products Ltd. ("**Teal Cedar**") is a company incorporated under the laws of British Columbia, having a registered and records office at 2800 - 666 Burrard Street, Vancouver, BC V6C 2Z7. Teal Cedar is in the business of timber harvesting and the manufacture of primary lumber products.

2. Robert Arbess (also known as "Reuben Garbanzo") is an individual ~~whose address is unknown to Teal Cedar.~~ who resides in British Columbia.

3. Kathleen Code is an individual who resides in British Columbia.

4. Carole Tootill is an individual who resides in British Columbia.

5. William Jones is an individual who resides in British Columbia.

6. Joshua Wright is an individual who resides in Washington State, in the United States of America.

7. Glenn Reid is an individual who resides in British Columbia.

8. Shawna Knight is an individual who resides in British Columbia.

9. Angela Davidson (also known as "Rainbow Eyes") is an individual who resides in British Columbia.

10. Donna Clark is an individual who resides in British Columbia.

11. Keith Cherry is an individual who resides in British Columbia.

12. Rhia Ironside is an individual who resides in British Columbia.

13. Will O'Connell is an individual who resides in British Columbia.

14. Steven Daniluk (also known as "Yogi Shambu") is an individual who resides in British Columbia.

15. Saul Arbess is an individual who resides in British Columbia.

16. Rani Earnhart is an individual who resides in British Columbia.

17. Atleo River Air Service Ltd. ("**Atleo Air**"), is a company incorporated under the laws of British Columbia, with a registered and records office at 111 Wallace Street, PO Box 667, Nanaimo, BC V9R 5L9.

18. The "Rainforest Flying Squad" is an unincorporated association of persons.

Teal Cedar's activities in and around TFL 46

19. Teal Cedar is in the business of harvesting timber and manufacturing primary lumber products.

20. Teal Cedar owns TFL 46 (Tree Farm Licence 46), which grants Teal Cedar the exclusive right to harvest Crown timber within the area described in the licence for a term of 25 years (beginning on July 1, 2012). Teal Cedar harvests timber and engages in related forestry activities within the boundaries of TFL 46 under the terms of a Forest Stewardship Plan.

21. Teal Cedar also owns Road Permit No. R05413 ~~("**R05413**")~~, Road Permit No. R04478, and Road Permit No. R05412 ~~("**R05412**")~~ (together, the "**Road Permits**"), which grant Teal Cedar the right to construct roads in and around TFL 46.

22. The Ministry of Forests, Lands, and Natural Resource Operations (the "**MOF**") has amended ~~R05413 and R05412~~ the Road Permits to allow Teal Cedar to construct roads in various cutblocks, including *inter alia,* Cutblocks 7165, 4732, 4733, 7265, 4669, 8011, 8013, 8391, 8392, 5036, 5037, 5161, 7163, and 1608 (collectively with roads that Teal Cedar is authorized to construct that are not set out above, the "**New Roads**"). Teal Cedar has retained Stone Pacific Contracting Ltd. ("**Stone**") and other contractors to construct New Roads.

23. The MOF has granted Teal Cedar ~~the following~~ cutting permits including, *inter alia*:

    (a) Cutting Permit 20D, for a term of four years (from January 30, 2020);

    (b) Cutting Permit 20G, for a term of four years (from July 29, 2020); and

    (c) Cutting Permit 20H, for a term of four years (from November 8, 2020);~~.~~

    (d) Cutting Permit 20C, for a term of four years (from January 30, 2020);

(e) Cutting Permit 20G, for a term of four years (from August 27, 2020);

(f) Cutting Permit 20E, for a term of four years (from May 5, 2020);

(g) Cutting Permit 18D, for a term of four years (from December 6, 2018);

(h) Cutting Permit 28J, for a term of four years (from October 19, 2017, expiry extended to July 16, 2022);

(i) Cutting Permit 22A, for a term of four years (from February 25, 2022); and

(j) Cutting Permit 19D, for a term of four years (from August 21, 2019).

(collectively with cutting permits not set out above, the "**Cutting Permits**")

24. The Cutting Permits authorize or authorized Teal Cedar to harvest timber within certain specified cutblocks, including, *inter alia*: 8022, 7165, 5031, 5032, 5033, 5034, 5161, 5629, 7163, 7275, 7276, 7269, and 4732 (collectively with other cutblocks in which Teal Cedar is authorized to harvest timber, the "**Cutblocks**"). ~~Teal Cedar intends to obtain valid Cutting Permits for two additional cutblocks, 4733 and 7265, as soon as practical in 2021. Cutblocks 8022, 7165, 4732, 4733, 7265, and 1608 will be defined collectively as the "**Cutblocks**" in this Notice of Civil Claim.~~

25. Teal Cedar has retained various contractors to harvest timber in the Cutblocks.

26. At least some of the Cutblocks fall within territory claimed by the Pacheedaht First Nation (the "**Pacheedaht**") as their traditional territory. The Pacheedaht conducted surveys of each of these Cutblocks and advised that Teal Cedar is permitted to harvest timber in these Cutblocks, subject to the laws and procedures of the Crown. The Pacheedaht also advised that they would not physically oppose Teal Cedar's activities in the Cutblocks.

27. At least some of the Cutblocks fall within traditional territory claimed by the Ditidaht First Nation (the "**Ditidaht**") as their traditional territory. The Ditidaht conducted

reviews of each of these Cutblocks and advised that it had no concerns on harvesting those Cutblocks.

28. Since on or about August 10, 2020, a group of ~~largely~~ both known and unknown individuals (the "**Blockaders**") have erected and participated in blockades and other forms of obstruction in and around TFL 46, which obstruct, delay, or prevent Teal Cedar and its contractors from engaging in lawful forestry and road construction activities. These blockades include, *inter alia*:

(a) The Fairy Creek Blockade #2, which commenced on or about August 10, 2020;

(b) The Granite Creek Blockade, which commenced on or about August 17, 2020;

(c) The Truck Road 11 Blockade, which commenced on or about August 24, 2020;

(d) The Fairy Creek Blockade #1, which commenced on or about August 31, 2020;

(e) The Bugaboo Blockade, which commenced on or about December 7, 2020;

(f) The Grierson Blockade, which commenced on or about December 11, 2020; ~~and~~

(g) The Mt. Edinburgh Blockade, which commenced on or about December 17, 2020~~.~~; and

(h) The Hatton Blockade, which commenced on or about April 4, 2021;

(i) The Headquarters Camp Blockade, which commenced on or about April 21, 2021;

(j) The Carmanah Blockade, which commenced on or about April 27, 2021;

(k) The BD-2000 Blockade, which commenced on or about May 13, 2021; and

(l) The Helicopter Camp Blockade, which commenced on or about August 5, 2021.

(collectively and with blockades and other forms of obstruction not set out above, the "**Blockades**")

~~29. The Granite Creek Blockade and the Mt. Edinburgh Blockade (the "**Current Blockades**") were in place as of Thursday, February 11, 2021.~~

30. Each of the Blockades has prevented or delayed Teal Cedar or its contractors from moving personnel, vehicles and equipment past the Blockade site and from accessing the Cutblocks and other work areas in and around TFL 46.

31. By conducting the Blockades, the Blockaders:

(a) substantially and unreasonably interfered with Teal Cedar's enjoyment of TFL 46, the Cutting Permits, the New Roads, and the Road Permits;

(b) used force to obstruct, delay and prevent Teal Cedar from exercising its interests and rights in TFL 46, the Cutting Permits, the New Roads, and the Road Permits without the legal authority to do so;

(c) committed unlawful acts against Teal Cedar's contractors in a manner intended to cause economic harm to Teal Cedar;

(d) intentionally caused Teal Cedar's contractors to breach contracts with Teal Cedar, while they knew or ought to have known of the contracts; and

(e) threatened to commit unlawful acts, causing Teal Cedar to submit to these threats by, *inter alia*, not conducting its lawful forestry and road construction activities.

32. ~~The~~ Certain of the Blockades ~~other than the Current Blockades~~ have ~~previously~~ prevented Teal Cedar's contractors, including *inter alia* Stone, from constructing

New Roads. These Blockades were positioned such that they obstructed the sole vehicle access to Stone's worksites and the worksites of Teal Cedar's other contractors.

~~33. The Mt. Edinburgh Blockade will prevent Teal Cedar from constructing New Roads in Cutblock 1608, when those construction operations begin.~~

34. The Blockaders have used wooden structures, vehicles, tents, trees, fire pits, camping chairs, large signs, concrete, rebar, PVC piping, trenches, and other material to construct the Blockades. ~~It was and continues to be~~ The Blockades have made it impossible for Teal Cedar to safely move personnel, vehicles, and equipment through the Blockades.

35. The Blockaders have created significant safety hazards, including by, *inter alia*:

(a) obstructing heavy machinery and vehicles;

(b) coming too close to heavy machinery and vehicles; and

(c) creating fire hazards.

36. The Defendants are each Blockaders who have conducted one or more of the Blockades or have otherwise physically obstructed, prevented or delayed Teal Cedar and its contractors from engaging in lawful forestry and road construction activities.

37. Further, or in the alternative, the Defendants have provided material assistance to Blockaders (including Blockaders not named as Defendants in this action) in conducting the Blockades including by, *inter alia*:

(a) organizing the Blockades;

(b) recruiting Blockaders;

(c) counselling and directing Blockaders to conduct Blockades;

(d) fundraising to support the Blockades;

(e) sourcing, purchasing, transporting, and providing supplies to support the Blockades;

(f) constructing and arranging to construct obstructions used in the Blockades, including, *inter alia*, "hard blocks" such as sleeping dragons, tripods, bipods, monopods, tree sits, barricades, and trenches; and

(g) constructing and arranging to construct camps to support the Blockades.

(together with other forms of material assistance not set out above, "**Blockade Support**")

38. The Defendants engaged in Blockade Support pursuant to a common design with all or some of the Blockaders. That common design was to obstruct, delay, or prevent lawful forestry and road construction activities in and around TFL 46.

39. The Defendants are jointly and severally liable for the actions of, and the damages allocable to, the Blockaders, including Blockaders not named as Defendants in this action.

40. A group of both known and unknown persons operating under the name "Rainforest Flying Squad" is responsible for some or all of the Blockades. These persons have engaged in Blockade Support including actively soliciting funding and support for the Blockades on the internet, including on social media, and some or all of them have been Blockaders.

41. At the material times, Robert Arbess, Kathleen Code, Carole Tootill, William Jones, Joshua Wright, Glenn Reid, Shawna Knight, Angela Davidson, Donna Clark, Keith Cherry, Rhia Ironside, Will O'Connell, Steve Daniluk, Saul Arbess, and Rani Earnhart were or are members of the "Rainforest Flying Squad".

42. Further or in the alternative, the Defendants and co-conspirators not named as Defendants in this action agreed, combined, and conspired to use unlawful means

to conduct the Blockades and to engage in Blockade Support (the "**Conspiracy**"). The predominant purpose of the Conspiracy was to injure Teal Cedar by obstructing, delaying, and preventing lawful forestry or road construction activities in and around TFL 46. The Defendants knew or ought to have known that the Conspiracy would cause harm to Teal Cedar.

43. The Defendants are jointly and severally liable for the actions of, and the damages allocable to, their co-conspirators, including co-conspirators not named as Defendants in this action.

44. The Blockaders and the Defendants have caused and continue to cause damage and loss to Teal Cedar, including, *inter alia*:

    (a) interference with Teal Cedar's business as a going concern;

    (b) loss of profit;

    (c) imposing new and increased costs on Teal Cedar, including, *inter alia*, security costs and the cost of acquiring timber from outside of TFL 46;

    (d) loss of goodwill; and

    (e) damage to Teal Cedar's reputation.

45. The damage and loss that the Blockaders caused to Teal Cedar is indivisible. For that reason, the Defendants are jointly and severally liable for the actions of, and the damages allocable to, the Blockaders, including Blockaders not named as Defendants in this action.

46. For greater certainty, Teal Cedar does not claim against or seek relief against any of the Defendants in respect of any peaceful, lawful, and safe advocacy or protest the Defendants may have engaged in.

Part 2: RELIEF SOUGHT

1. An interim, interlocutory, and permanent injunction enjoining the Defendants and anyone with knowledge of the Court's order from interfering with Teal Cedar's forestry and road construction activities, or that of its contractors, within the area bordered by (i) the E&N Railway Land Grant Boundary to the east, (ii) the San Juan River and the Pacific Rim National Park boundary to the south, (iii) the boundary of the Carmanah Walbran Provincial Park to the west, and (iv) the Nitinaht River and Nitinaht Lake to the north, as indicated on the map attached for illustrative purposes as Schedule A (the "**Injunction Area**"), including by:

   (a) impeding, physically obstructing, or in any way interfering with any person, including any member of the public, from gaining access to or egress from, or otherwise making use of any road, road construction site or planned road construction site (the "**Roads**") situate within the Injunction Area;

   (b) obstructing, impeding, or otherwise interfering with the safe passage of motor vehicles or machinery belonging to Teal Cedar, its employees, agents, contractors or suppliers, or others in privity of contract with Teal Cedar (the "**Motor Vehicles**"), and in particular, not to come within 50 metres of the Motor Vehicles in the Injunction Area;

   (c) obstructing, impeding or otherwise interfering with any construction activities conducted on the Roads by Teal Cedar, its employees, agents, contractors or suppliers, or others in privity of contract with Teal Cedar;

   (d) obstructing, impeding, or otherwise interfering with timber harvesting activities in the Injunction Area by Teal Cedar, its employees, agents, contractors or suppliers, or others in privity of contract with Teal Cedar;

   (e) interfering with the business, contractual or economic relationships between Teal Cedar and its employees, agents, contractors or suppliers, or others in privity of contract with Teal Cedar;

(f) threatening, harassing, intimidating, assaulting, obstructing, or interfering with Teal Cedar's employees, management staff, agents, contractors or suppliers or others in privity of contract with Teal Cedar, or their families;

(g) conspiring to use unlawful means against Teal Cedar and its employees, agents, contractors or suppliers, or others in privity of contract with Teal Cedar, or their families; and

(h) ordering, aiding, abetting, counselling or encouraging in any manner whatsoever, either directly or indirectly, any person to commit the acts above mentioned or any of them;

2. General damages;

3. Special damages, the particulars of which will be provided prior to trial;

4. Special costs, or alternatively, costs; and

5. Such further and other relief as this Court deems just.

Part 3: LEGAL BASIS

1. Teal Cedar relies on Rules 8-1 and 10-4 of the Rules of Court, s. 39 of the *Law and Equity Act*, RSBC 1996, c. 235, and the inherent jurisdiction of this Court.

2. Teal Cedar has a strong *prima facie* case against the Defendants and has suffered irreparable harm. The balance of convenience favours granting interlocutory injunctive relief.

3. The Defendants have committed the following torts, <u>either by committing the torts directly or by materially assisting in the commission of the torts pursuant to a common design</u>:

(a) trespass;

(b) nuisance;

(c) unlawful interference with economic relations;

(d) interference with contractual relations;

(e) inducing breach of contract;

(f) intimidation; and

(g) conspiracy.

4. Permanent injunctive relief, in addition to damages, is an appropriate remedy for the Defendants' tortious acts.

Plaintiff's address for service:	Dean Dalke DLA Piper (Canada) LLP Barristers & Solicitors 2800 Park Place 666 Burrard Street Vancouver, BC V6C 2Z7
Fax number address for service (if any):	604.687.1612
Place of trial:	Vancouver
The address of the registry is:	800 Smithe Street Vancouver, BC V6Z 2E1

February 2, 2023
Dated

Signature of ☒ lawyer for plaintiff
DLA Piper (Canada) LLP (Dean Dalke)

Rule 7-1 (1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.

APPENDIX

Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

Claim seeking injunctive and other relief in respect of blockades preventing road construction and other forestry activities.

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

- ☐ a motor vehicle accident
- ☐ medical malpractice
- ☐ another cause

A dispute concerning:

- ☐ contaminated sites
- ☐ construction defects
- ☐ real property (real estate)
- ☐ personal property
- ☐ the provision of goods or services or other general commercial matters
- ☐ investment losses
- ☐ the lending of money
- ☐ an employment relationship
- ☐ a will or other issues concerning the probate of an estate
- ☒ a matter not listed here

Part 3: THIS CLAIM INVOLVES:

- ☐ a class action
- ☐ maritime law
- ☐ aboriginal law
- ☐ constitutional law
- ☐ conflict of laws
- ☒ none of the above
- ☐ do not know

Part 4: THIS CLAIM INVOLVES:

Forest Act
Law and Equity Act
Criminal Code

No. S211602
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

TEAL CEDAR PRODUCTS LTD.

PLAINTIFF

AND:

UNKNOWN PERSONS OPERATING AS THE "RAINFOREST FLYING SQUAD", ROBERT ARBESS (ALSO KNOWN AS REUBEN GARBANZO), KATHLEEN CODE, CAROLE TOOTILL, WILLIAM JONES, JOSHUA WRIGHT, GLENN REID, SHAWNA KNIGHT, ANGELA DAVIDSON (ALSO KNOWN AS RAINBOW EYES), DONNA CLARK, KEITH CHERRY, RHIA IRONSIDE, WILL O'CONNELL, STEVEN DANILUK (ALSO KNOWN AS YOGI SHAMBU), SAUL ARBESS, RANI EARNHART, AND ATLEO RIVER AIR SERVICE LTD., JOHN DOE, JANE DOE, AND PERSONS UNKNOWN

DEFENDANTS

BRITISH COLUMBIA (MINISTRY OF FORESTS, LANDS, NATURAL RESOURCE OPERATIONS AND RURAL DEVELOPMENT)

THIRD PARTY

AMENDED NOTICE OF CIVIL CLAIM

DLA Piper (Canada) LLP
Barristers & Solicitors
2800 Park Place
666 Burrard Street
Vancouver BC V6C 2Z7

Tel. No. 604.687.9444
Fax No. 604.687.1612

File No. 077728-00050 AYH/mkk

Supreme Court of British Columbia
Nanaimo Registry
JAN 16 2023

No. S211602
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

TEAL CEDAR PRODUCTS LTD.

PLAINTIFF

AND:

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DEFENDANTS

AND:

BRITISH COLUMBIA (MINISTRY OF FORESTS, LANDS, NATURAL RESOURCE OPERATIONS AND RURAL DEVELOPMENT)

THIRD PARTY

ORDER MADE AFTER APPLICATION

BEFORE	THE HONOURABLE MR. JUSTICE THOMPSON	JANUARY 16, 2023

ON THE APPLICATION of the plaintiff, Teal Cedar Products Ltd. coming on for hearing on January 16, 2023, and on hearing Alex Hudson, counsel for the plaintiff, and no other party appearing although duly served;

THIS COURT ORDERS that:

1. Kathleen Code, Carole Tootill, William Jones, Joshua Wright, Glenn Reid, Shawna Knight, Angela Davidson (also known as Rainbow Eyes), Donna Clark,

Keith Cherry, Rhia Ironside, Will O'Connell, Steven Daniluk (also known as Yogi Shambu), Saul Arbess, Rani Earnhart, and Atleo River Air Service Ltd. be added as defendants in the within action, and the style of proceeding be amended accordingly;

2. The plaintiff be permitted to amend its Notice of Civil Claim as set out in Schedule "A" to its Notice of Application filed December 20, 2022;

~~3. The costs of the within application are the cause;~~

3. This order may be entered at any registry of the Supreme Court of British Columbia; and

4. The requirement that any party other than the plaintiff sign this order is dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of lawyer for the plaintiff
DLA Piper (Canada) LLP (Alex Hudson)

BY THE COURT

REGISTRAR

No. S211602
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

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PLAINTIFF

AND:

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DEFENDANTS

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BRITISH COLUMBIA (MINISTRY OF FORESTS, LANDS, NATURAL RESOURCE OPERATIONS AND RURAL DEVELOPMENT)

THIRD PARTY

ORDER MADE AFTER APPLICATION

DLA Piper (Canada) LLP
Barristers & Solicitors
2800 Park Place
666 Burrard Street
Vancouver, BC V6C 2Z7

Tel. No. 604.687.9444
Fax No. 604.687.1612

File No.: 077728-00050 AYH/pea

SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY
SEP 26 2023
ENTERED

No. S211602
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

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PLAINTIFF

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DEFENDANTS

AND:

BRITISH COLUMBIA (MINISTRY OF FORESTS, LANDS, NATURAL RESOURCE OPERATIONS AND RURAL DEVELOPMENT)

THIRD PARTY

ORDER MADE AFTER APPLICATION

BEFORE	THE HONOURABLE MR. JUSTICE THOMPSON	07 SEPT 2023

ON THE APPLICATION of the plaintiff, Teal Cedar Products Ltd., without notice, and without a hearing, and on reading the materials filed by the plaintiff:

THIS COURT ORDERS that:

1. Unless and until the defendants, Joshua Wright, Shawna Knight, Rhia Ironside, and Steven Daniluk (also known as Yogi Shambu) (collectively the "**Additional Defendants**"), have filed in this proceeding a document that contains their respective address for service, the plaintiff may serve the Amended Notice of Civil Claim ("Claim") and any document in this matter upon the Additional Defendants by alternative method of service as follows for each respective Additional Defendant:

   (a) Joshua Wright may be served by sending a link to or attaching the Claim or document together with a copy of the order for alternative method of service:

      (i) by email to jawriter@gmail.com; and

      (ii) by direct message through Facebook to Joshua Wright's Facebook profile at https://www.facebook.com/joshua.wright.7946281;

   (b) Shawna Knight may be served by sending a link to or attaching the Claim or document together with a copy of the order for alternative method of service by direct message through Facebook to Shawna Knight's Facebook profile at https://www.facebook.com/shawna.knight.77?locale=hi_IN ;

   (c) Rhia Ironside may be served by sending a link to the Claim or document together with a copy of the order for alternative method of service by direct message through Instagram to @rhia.loves.plants; and

   (d) Steven Daniluk (also known as Yogi Shambu) may be served by sending a link to or attaching the Claim or document together with a copy of the order for alternative method of service:

      (i) by email to yogishambu108@gmail.com; and

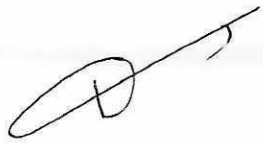
      (ii) by direct message through Facebook to Yogi Shambu's Facebook profile at https://www.facebook.com/YogiShambuOfficial/;

2. Service on the Additional Defendants made pursuant to paragraph 1 is deemed to be effective 7 days after the day on which the service requirements of that paragraph are met;

3. The Additional Defendants may file and serve a Response to Amended Notice of Civil Claim within 21 days after completion of the service of the Amended Notice of Civil Claim pursuant to paragraphs 1 and 2; and

4. Cost of this application will be in the cause.

BY THE COURT



REGISTRAR

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DEFENDANTS

AND:

BRITISH COLUMBIA (MINISTRY OF FORESTS, LANDS, NATURAL RESOURCE OPERATIONS AND RURAL DEVELOPMENT)

THIRD PARTY

ORDER MADE AFTER APPLICATION

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