



NO. S-243389  
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE RECEIVERSHIP OF  
ECOASIS DEVELOPMENTS LLP AND OTHERS

BETWEEN:

SANOVEST HOLDINGS LTD.

PETITIONER

AND:

ECOASIS DEVELOPMENTS LLP, ECOASIS BEAR  
MOUNTAIN DEVELOPMENTS LTD., ECOASIS RESORT  
AND GOLF LLP, 0884185 B.C. LTD., 0884188 B.C. LTD.,  
0884190 B.C. LTD., 0884194 B.C. LTD., BM 81/82 LANDS  
LTD., BM 83 LANDS LTD., BM 84 LANDS LTD., BM  
CAPELLA LANDS LTD., BM HIGHLANDS GOLF COURSE  
LTD., BM HIGHLANDS LANDS LTD., BM MOUNTAIN GOLF  
COURSE LTD. and BEAR MOUNTAIN ADVENTURES LTD.

RESPONDENTS

**AFFIDAVIT #1 of ROBERT LAROCQUE**

I, **Robert Larocque**, General Manager, c/o 2050 Country Club Way, in the City of Langford, in the Province of British Columbia, AFFIRM THAT:

1. I am the General Manager of Resort Operations for Ecoasis Resort and Golf LLP (the “**Resort Partnership**”) and as such, have personal knowledge of the facts and matters hereinafter deposed to, save and except where the same are stated to be made upon information and belief, and, as to such facts, I verily believe the same to be true.

2. I have more than 25 years of experience within the golf and sports management industries, and have held the role of “General Manager” and “Head Golf Professional” with

several employers, including within resort-style communities. Immediately before beginning my role with the Resort Partnership in 2019, I was Head Golf Professional at Shuswap Lake Estates Golf & Country Club, located in the golf community at Blind Bay, outside of Kamloops.

**A. Role and Responsibilities**

3. I was hired by the Resort Partnership in May 2019 into the position of Head Golf Professional but was quickly moved to the position of Director of Golf. In April 2022, my role expanded to General Manager of Resort Operations. I continue to hold the Director of Golf position; however, my responsibilities now also include overseeing the Agronomy, Tennis, and Food and Beverage departments.

4. My role includes a number of direct reports. The individuals who report to me directly are: Head Golf Professional, Head Superintendent, the Membership Services and Membership Sales employees, Food and Beverage Supervisors, and Lead Cooks. These department heads and managers together supervise between 75 and 145 employees, depending on the season.

5. In my role, I report directly to Daniel Matthews, who is President and CEO. Mr. Matthews and I collaborate closely regarding all aspects of resort operations, as the amenities and services are intrinsically tied to the larger community of residents, club members and guests at Bear Mountain.

6. Throughout my time working in resort and development communities, I have always focussed on maintaining high quality amenity experiences, which are at the core of such communities and fundamental to their business model. I see that Mr. Matthews shares the same focus; and in my experience, we have been aligned in seeking to make sound and responsible business decisions that focus on resident, member and guest experience and on increasing the desirability of the resort community at Bear Mountain.

**B. Resort Partnership Operations in the Hotel**

7. In July 2019, a few months after I began my employment with Bear Mountain, the Resort Partnership sold the Westin Bear Mountain Hotel (the “**Hotel**”). Under the Resort Partnership’s

agreements with the Hotel, the Resort Partnership leased certain space from the Hotel for Resort Partnership operations. This included office space, the Pro Shop, the members' lounge, locker room facilities and storage areas. At the time of the sale, I understood and expected that it would be "business as usual" with the Hotel's new ownership. I had come to Bear Mountain with the intention of applying my experience to manage and enhance the delivery of amenity services, and I initially viewed the Hotel as a partner in seeking to achieve these goals.

8. The notion of 'business as usual' with the Hotel never came to fruition. In fact the opposite occurred. Since the sale of the Hotel in July 2019, I, and the team I supervise, have been handcuffed by the deterioration of facilities and the unavailability of services that the Hotel was to provide under the Resort Partnership's agreements with the Hotel.

9. Shortly after the sale, the Hotel's staff instructed me that the Resort Partnership could no longer use the loading dock at the Hotel to unload supplies. The staff advised me that use of this space was not part of the lease. While I do not know whether or not that was the case, this lack of basic cooperation created significant inconvenience and confusion for suppliers, who had used the same loading dock for supplies at Bear Mountain for many years. In many cases, the same supplier had to partially unload Hotel goods at the Hotel and then drive a few hundred meters to a separate site to unload Resort Partnership goods. For those Resort Partnership goods that were required for the Pro Shop or other leased spaces at the Hotel, we had to, in turn, hand balm those items *back* to the Hotel, at significant cost in terms of hourly labour.

10. In or around 2020, the Hotel began a renovation, which proved disruptive to the Resort Partnership's leased space at the Hotel. The renovation lasted approximately two and a half years. Despite my efforts to coordinate with the Hotel staff — in order to understand the expected work schedule, anticipate disruptions, and plan workarounds — the Hotel staff were, in my experience, largely uncommunicative and unresponsive to the Resort Partnership's needs. As a result, the Hotel would frequently issue last-minute notices of construction or installation of heavy equipment or materials, causing panic for our staff who needed to adjust our operations. Our staff endured unpredictable jackhammering, dust, debris, and noxious fumes. We had to, at times, send staff home due to the working conditions. The disruption also affected our member services, including, among other things, excessive noise at the Pro Shop, and the installation of

scaffolding over the building atrium, which covered over the patio on the members' lounge and prevented its use. In addition, in November 2021, the Hotel, without notice, removed the interior staircase that connected the Hotel's lobby to the Pro Shop and other leased space. This had been the Pro Shop's main entrance, and the loss of this access was a major disruption. As a result of these and other issues involving the Hotel, several Resort Partnership staff members resigned and we began to regularly receive member complaints about the facilities and environment at the Hotel. To this day, interior stair access has never been replaced.

11. Another, more recent disruption occurred in August 2022, when the Hotel, without notice, closed off access to shower facilities for our women members. Since 2019, the arrangement with the Hotel had been that female Resort Partnership members and guests would access the women's shower, steam and sauna facilities that were located inside the Hotel's spa (adjacent to the leased locker room area, which did not have these facilities). By the same token, the Resort Partnership permitted male spa guests to freely access shower, steam and sauna facilities within the leased locker room area. This changed suddenly in August 2022 when the Hotel, without any discussion or advance notice, simply locked access to the shower facilities to our female members. The day this occurred, I was faced with members who had finished using the golf and tennis facilities and were asking why they could not shower. We eventually addressed the issue by opening the women's shower facilities at the Bear Mountain Activity Centre (a separate site; "BMAC") to the Resort Partnership's female members and guests.

12. To this day, our leased spaces are not maintained and they are frankly embarrassing. Some of the outstanding issues in this regard include the following: ongoing water damage in the men's locker room; the men's steam room is currently out of order and damaged from the Hotel staff's water leak repair; the sauna in the men's locker room is out of order; and damage remains on the patio from the scaffolding during construction a few years ago. Despite numerous requests from both Mr. Matthews and I, and assurances that repairs would be completed, the Hotel has not repaired our spaces. It is absurd that we must prop the main door open to our Pro Shop leased space so that our guests can enter due to broken and missing handles.

**C. Transition from the Hotel**

13. I have been aware since January 2024 that the Resort Partnership would not be renewing its lease with the Hotel when it expired on June 30, 2024. I have accordingly been working closely with Mr. Matthews since that time on a transition plan.

14. Since the transition plan was announced to our members and staff in February, I have received overwhelmingly positive feedback about leaving the Hotel space. For the reasons described above, our staff have a high level of frustration with working in and around the leased space at the Hotel. They are excited, and motivated, about the transition. Similarly, many of our members have expressed to me that they are looking forward to a “fresh start” outside of the Hotel space, and that the staff must be relieved about the change.

15. I, and the Resort Partnership team, are committed to the new, autonomous operation outside of the Hotel, and to finally having an operation and facility we can be proud of and that will provide a guest experience that aligns with our goals and sense of community. I fully expect the transition to lift the heavy burden we have carried for the last four-plus years of trying to provide the best experience possible within the dilapidated leased spaces at the Hotel.

16. The transition itself is well underway. I currently expect to meet the following timelines:

- (a) All guest services, including Pro Shop and check-in services, and associated point-of-sales systems, will be moved to BMAC by Sunday, June 23, 2024;
- (b) All staff working out of an office in the leased Hotel space will be transitioned to office space in Partnership and BMAC facilities by Monday June 24, 2024;
- (c) Staging and charging of golf carts will be transitioned in the week of June 24, 2024 to an area below the tennis courts and adjacent to the event lawn and golf practice facilities;
- (d) Final cleanup and removal of all remaining items from the Hotel space will occur in the week of June 24, 2024.

**MICHAEL WALDOCK**  
*Barrister & Solicitor*  
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*Rat A*

Robert Larocque

Witnessed as to execution only  
No advice sought or given.