



Amended pursuant to Rule 6-1(1)(a)  
Original filed on September 15, 2025

No. S255985  
Vancouver Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

Between:

WGSKI, LLC

PLAINTIFF

And:

STEELHEAD SYSTEMS INC., MAR DIVINA LTD. and ZRINKO AMERL

DEFENDANTS

And:

WGSKI, LLC

DEFENDANT BY COUNTERCLAIM

**AMENDED COUNTERCLAIM**

Filed by: The Defendants, Steelhead Systems Inc., Mar Divina LTD., and Zrinko Amerl

To: The Plaintiff, WGSKI, LLC

This action has been brought by the plaintiff(s) against the defendant(s) for the relief set out in the notice of civil claim filed in this action.

TAKE NOTICE that the defendants Steelhead Systems Inc., Mar Divina LTD., and Zrinko Amerl, claim against you for the relief set out in Part 2 below.

IF YOU INTEND TO RESPOND to the claim made against you in this counterclaim, or if you have a set-off or counterclaim that you wish to have taken into account at the trial, YOU MUST FILE a response to counterclaim in Form 4 in the above-named registry of this court within the time for response to counterclaim described below and SERVE a copy of the filed response to counterclaim on the address for service of the defendants bringing this counterclaim.

YOU OR YOUR LAWYER may file the response to counterclaim.

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

TIME FOR RESPONSE TO COUNTERCLAIM

A response to counterclaim must be filed and served on the defendants bringing this counterclaim,

- (a) if you reside anywhere in Canada, within 21 days after the date on which a copy of the filed counterclaim was served on you,
- (b) if you reside in the United States of America, within 35 days after the date on which a copy of the filed counterclaim was served on you,
- (c) if you reside elsewhere, within 49 days after the date on which a copy of the filed counterclaim was served on you, or
- (d) if the time for response to counterclaim has been set by order of the court, within that time.

#### CLAIM OF THE DEFENDANTS BRINGING THE COUNTERCLAIM

### Part 1: STATEMENT OF FACTS

#### Pleadings

- 1 The Notice of Civil Claim was filed by the Plaintiff on August 11, 2025.
- 2 The Response to Civil Claim was filed by the Defendants on September 15, 2025.
- 3 The Defendants, by Counterclaim, adopt and rely upon all of the paragraphs set out in the Response to Civil Claim in this matter, as well as the defined terms set out therein.

#### Purchase Agreement and Dispute

- 4 On June 7, 2024, Steelhead Systems Inc. (“SSI”) and the Plaintiff, WGSKI, LLC (“WGSKI”) entered into an agreement for the purchase and delivery of a chairlift (the “**Purchase Agreement**”).
- 5 The Plaintiff owns and operates Ski Bluewood (“**Bluewood**”), a ski resort located southeast of Dayton, Washington.
- 6 Since May 31, 2025, the Plaintiff and the SSI have engaged in ongoing disputes in relation to the Purchase Agreement.
- 7 Pursuant to section 2.1 of the Purchase Agreement, the parties agreed that WGSKI will pay the SSI \$2,206,000 USD in installments;
  - a. \$650,000 USD due after the Agreement was signed and not later than 18 June 2024 "as an initial payment";
  - b. \$850,000 USD due by 20 July 2024;
  - c. \$706,000 USD due by 1 August 2024; and

- d. a "final amount (TSO)" for "engineering, loading, bull wheel cradles, containers and other adjustments" that are "due two weeks before shipping and will be detailed in a final invoice".
- 8 Section 2.1 of the Purchase Agreement further provides that the final amount would be determined at a later date, based on adjustments including, but not limited to, the number of shipping containers, loading fees, shipping costs, and global currency exchange rates. Such adjustments were to be made prior to the final shipment.
- 9 In or about May 2024, SSI advised the Plaintiff of the increased cost of shipping and that the number of containers required would likely exceed 30.
- 10 On May 31, 2025, SSI issued three invoices to WGSKI reflecting adjustments for shipping costs and global currency exchange rates in advance of the final shipment. These invoices were provided in accordance with section 2.1 of the Purchase Agreement.
- 11 As of June 27, 2025, 23 containers have been shipped to WGSKI. The final containers have not been shipped to the Plaintiff.
- 12 Due to lack of payment, SSI did not arrange for the loading and shipping of a bull wheel, that was separate and apart from invoices provided to WGSKI. These items were meant to be loaded in continuation after the first 23 containers are loaded. Accordingly, the invoices relating to this shipment have not yet been rendered.
- 13 Further, the supplier, ProAlpin, indicated to SSI that if all items were not picked up by September 8, 2025, the materials for the last four containers, including the bull wheels and rope, would be scrapped. As of today's date, SSI is unaware if any action has been taken with respect to this.
- 14 ~~42-~~To date, WGSKI has failed or refused to pay the three invoices dated May 31, 2025.
- 15 ~~43-~~SSI pleads that the Plaintiff is in breach of the Purchase Agreement by failing to remit the outstanding balance of the contract price, including loading fees, contractual exchange rate adjustments, and shipping costs, in advance of the final shipment.
- 16 ~~44-~~As of August 18, 2025, the outstanding balance payable by the Plaintiff to SSI is USD \$587,548 (the "Outstanding Payment") plus accruing interest.
- 17 ~~45-~~As a result of the Plaintiff's refusal to make payment pursuant to the Purchase Agreement, SSI has incurred additional costs for storage and relocation of materials. These additional costs have not yet been quantified or added to the Outstanding Payment.
- 18 ~~46-~~ Section 2.4 of the Purchase Agreement expressly provides that any late payment by WGSKI shall accrue interest at the rate of 3.25% per annum, compounded monthly, from the date of default.
- 19 ~~47-~~ The Plaintiff has been in default since June 3, 2025, and the Outstanding Payment has accrued, and continues to accrue, interest at the rate of 3.25% per annum compounded monthly.

## **WGSKI's Defamation against SSI**

- 20 ~~18~~–On September 2, 2025, Zrinko Amerl (“**Mr. Amerl**”) was unexpectedly contacted by *LiftBlog* whom had advised they were in receipt of a press release issued by Bluewood (the “Press Release”).
- 21 ~~19~~–The Press Release, dated August 29, 2025, stated that WGSKI had commenced legal proceedings against the Defendants in relation to the procurement and delivery of a ski chairlift.
- 22 ~~20~~– Within the Press Release, the Plaintiff continued to make baseless allegation that the Defendants acted dishonestly and in bad faith.
- 23 ~~21~~–Although the Purchase Agreement was between WGSKI and SSI, the allegations contained in the Press Release explicitly referenced Mr. Amerl.
- 24 ~~22~~–On September 2, 2025, *LiftBlog* published an article on its website titled “*Bluewood Sues Steelhead Systems over Stalled Lift Project*” (the “Blog Post”).
- 25 ~~23~~– The Blog Post referenced the Press Release issued by the WGSKI and went onto allege that SSI, Mar Divina Ltd, and Mr. Amerl engaged in a breach of contract, negligent misrepresentation, and unjust enrichment.
- 26 ~~24~~– The Blog Post also reproduced the Notice of Civil Claim filed by the Plaintiff.
- 27 ~~25~~– As of September 10, 2025, numerous comments from the public have been posted on the Blog Post, asserting guilt on the part of SSI and Mr. Amerl and calling into question Mr. Amerl’s reputation.
- 28 ~~26~~– SSI and Mr. Amerl maintain active contracts and continue to work within the mountain resort industry, including the relocation of used lifts for ski, snowboard, and summer operations. The defamatory statements made by WGSKI threaten their ongoing and future business relationships.
- 29 ~~27~~–WGSKI knew, or ought to have known, that its actions and statements would cause irreparable harm to the business and reputation of SSI and Mr. Amerl.
- 30 ~~28~~–The defamatory statements have caused, and continue to cause, serious harm to the reputation, well-being, and professional standing of SSI and Mr. Amerl.
- 31 ~~29~~–As a direct result of the defamatory statements, Mr. Amerl has suffered significant stress and personal hardship.
- 32 ~~30~~–Given the scale of projects within the mountain resort industry in which SSI, Mr. Amerl, and WGSKI operate, the loss of a single business client or project would result in substantial financial harm.
- 33 ~~31~~–As a result of the defamatory statements made by WGSKI, SSI has suffered and continues to suffer losses to its business.

34 ~~32~~—Mr. Amerl reasonably believes that the defamatory statements made by WGSKI will result in an estimated loss of approximately USD \$10,000,000 to \$15,000,000 in revenue to SSI.

## **Part 2: RELIEF SOUGHT**

- 1 The Defendants by Counterclaim seeks:
  - a) Specific Performance of the Purchase Agreement, requiring the Plaintiff make payment of the Outstanding Payment;
  - b) Interest per annum of 3.25% on the Outstanding Payment as per section 2.4 of the Purchase Agreement, or alternatively, interest pursuant to the *Court Order Interest Act* RSBC 1995, C.79;
  - c) general damages;
  - d) punitive damages;
  - e) aggravated damages;
  - f) costs; and
  - g) such further and other relief as to this Honourable Court seems just.

## **Part 3: LEGAL BASIS**

- 1 The Defendants rely on the law of contract and seeks specific performance of the Agreement.
- 2 The Plaintiff failed to complete the payments required under the Agreement in the timely manner necessary for the shipping and delivery of the equipment.
- 3 Any delay in the delivery of the equipment was caused solely by the acts or omissions of the Plaintiff.
- 4 The Defendants rely on the law of defamation.
- 5 Defamation is established when it can be shown that:
  - a. The impugned words were defamatory, in the sense that they would tend to lower the plaintiff's reputation in the eyes of a reasonable person;
  - b. The words in fact referred to the plaintiff; and
  - c. The words were published, meaning that they were communicated to at least one (1) person other than the plaintiff.

***Grant v. Torstar Corp., 2009 SCC 61 (Grant)***

Address for service of the Defendants bringing this counterclaim: Sorensen Truong LLP  
220A-6640 Vedder Road  
Chilliwack, BC V2R 0J2

Attention: Daniel Sorensen

Fax number address for service (if any): 604-210-2145

E-mail address for service (if any): [daniel@stllp.ca](mailto:daniel@stllp.ca) AND [service@stllp.ca](mailto:service@stllp.ca)

The address for the registry is: 800 Smithe Street, Vancouver, BC



Dated: ~~September 15, 2025~~ 7 /Oct/2025

Signature of  
☐ defendant ☒ lawyer for defendants  
Daniel Sorensen

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.