

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Structured Annuity Solutions LLC v. Zane*,
2026 BCSC 435

Date: 20260220
Docket: S223819
Registry: Vancouver

Between:

**Structured Annuity Solutions LLC,
Oregon Management Inc. and Michael Rohland**

Plaintiffs

And

Inga Zane

Defendant

Before: The Honourable Mr. Justice Coval

Oral Reasons for Judgment

In Chambers

The Plaintiff, Michael Rohland, appearing in
person, and as Representative for the
Plaintiff, Structured Annuity Solutions LLC:

M. Rohland

Appearing as Representative for the
Plaintiff, Oregon Management Inc.:

G. Rohland

Counsel for the Defendant:

J.P. Scouten

Counsel for the Attendee, TCC Mortgage
Holdings Inc.:

T.W. Clifford

Place and Date of Hearing:

Vancouver, B.C.
February 13, 2026

Place and Date of Judgment:

Vancouver, B.C.
February 20, 2026

[1] **THE COURT:** This is an application by the defendant, Ms. Zane, and two of the plaintiffs, Michael Rohland and Structured Annuity Solutions LLC (“SAS”), for leave for these two plaintiffs to discontinue their claims against Ms. Zane. They also apply for ancillary orders of cancelling Michael Rohland's certificate of pending litigation (“CPL”) against Ms. Zane's property, and paying costs awarded against SAS to her from security for costs held in court.

[2] Gregory Rohland, Michael's brother and director of the third plaintiff, Oregon Management Inc. (“OM”), opposes. He alleges that by a written litigation-funding joint venture agreement (“JVA”), Michael Rohland and SAS have assigned their interest in their claims to OM, given him sole authority to represent them and negotiate settlements on their behalf, and given OM a security interest in their litigation proceeds.

The Parties

[3] Ms. Zane and Gregory Rohland are former romantic partners.

[4] As mentioned, Greg Rohland and Michael Rohland are brothers. Greg Rohland is an undischarged bankrupt. Michael Rohland lives in Thailand. I believe Greg Rohland lives in the Lower Mainland.

[5] SAS and OM are US companies. As mentioned, Greg Rohland is a director of OM. I believe he asserts he is the sole director. Michael Rohland is the sole managing member of SAS, according to its corporate register in Utah, though Greg Rohland claims to also be a managing member.

[6] There is a companion action, VA S1811991, in which TCC Mortgage Holdings Inc. (“TCC”) claims against Greg Rohland.

Background

[7] These two cases are assigned to me for case management. They are scheduled for a 19-day trial together, starting June 15, 2026. I am not the assigned trial judge.

[8] To oversimplify somewhat, at the heart of S223819 are claims by the plaintiffs for a beneficial interest in a property owned by Ms. Zane since 2016 on Bowen Island, and for debts and damages based on alleged contributions to the purchase price of that property and construction services.

[9] In S1811991, TCC seeks to enforce a judgment against Greg Rohland for over \$16 million. It has a s. 38 *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 [BIA], order from Mr. Rohland's bankruptcy proceedings allowing it to pursue these claims against him for what TCC alleges is his personal interest in Ms. Zane's property and his personal right to damages from her.

[10] Greg Rohland denies any such personal interest. Rather, he supports the claims against Ms. Zane and her property by Michael Rohland, SAS, and OM.

[11] In the second amended notice of civil claim ("Second ANoCC"), the plaintiffs allege that: (i) Michael Rohland gave Ms. Zane \$110,000 towards the purchase price of her Bowen property, in exchange for an 18% interest; (ii) Michael Rohland assigned this interest to SAS; and (iii) SAS and OM provided almost \$1 million of labour, supplies, and equipment for construction of her Bowen Island home, much of which remains unpaid.

[12] Ms. Zane denies ever agreeing to grant an equity interest in her property. She claims \$110,000 was loaned to her mother by either Greg or Michael Rohland, and she has tried to pay them back on behalf of her mother, but they have refused her efforts. She alleges she entered into a \$15,000 settlement agreement with OM, as the party that did the work on her property, which she has paid by bank draft to OM's law firm in trust.

Case Management

[13] My view throughout this case management process has been that both cases need to go to trial without further delay. They deal with events back to at least 2016 and perhaps even further. The TCC claim was filed in 2018, and TCC alleges it has been pursuing Mr. Rohland since 2009. The SAS claim was brought in 2021. Prior

trial dates have been lost in both actions. From my review, there have been over a dozen applications filed in each proceeding with more planned to come.

[14] This has thus been expensive, time-consuming litigation. I am told that the CPL of Ms. Zane's property is costing her a high interest rate on her mortgage, running at \$10,000 a month, though I give this no weight in the current application because I have not seen evidence of that.

This Application to Discontinue

[15] Michael Rohland seeks to withdraw from the proceedings as a plaintiff, both for himself and SAS. He has declined to appear for examinations for discovery by Ms. Zane, despite court orders to that effect. He appeared in this application by video from Thailand and has sworn an affidavit in support. In his submissions, he disavowed his prior affidavits, saying they were drafted by Greg Rohland and contained falsehoods which he now repudiates.

[16] In a case management conference on January 16, 2026, SAS, Michael Rohland, and Ms. Zane applied for leave for SAS and Michael Rohland to discontinue.

[17] Gregory Rohland opposed the discontinuance and associated orders. He submitted:

- a) Michael Rohland and SAS have assigned their interest in these claims to OM as part of a joint venture agreement whereby OM agreed to pay the costs of litigation in exchange for a portion of the proceeds;
- b) OM had performed its obligations under the JVA by paying legal fees and posting \$65,000 in trust and security for Ms. Zane's costs;
- c) he wished to establish at or before trial that he and OM have the right to conduct the litigation on behalf of Michael Rohland and SAS, including that he has management authority over SAS, which is a manager-managed company under Utah law;
- d) he wished to retain counsel using \$30,000 currently tied up in a prior lawyer's trust account because of disputes about control of the plaintiffs.

[18] He wished for the litigation to be stood still while he established these arguments and positions.

[19] I adjourned the January 16, 2026 application to allow Greg Rohland to provide this previously undisclosed JVA to the other parties, and for the application to continue after this had occurred. He did so on January 19, 2026.

[20] On January 27, the application continued. Greg Rohland provided a copy of the JVA to the Court, which was purportedly signed on June 21, 2023.

[21] On January 27, Greg Rohland made further submissions opposing the application for the discontinuance. Michael Rohland filed an affidavit alleging the JVA was a fraud and deposing to never having seen it or signed it.

[22] I reserved judgment on the discontinuance application, planning to give a decision on February 4. On February 4, before giving the decision, Greg Rohland made further submissions opposing the discontinuance and asked me to postpone my decision about it, because he had now filed further materials opposing the discontinuance. The materials included his own notice of application seeking a standstill pending determination of his control over the litigation on behalf of SAS, and OM's entitlement to the proceeds of litigation for SAS and Michael Rohland. In my view, his application was, in substance, a further response opposing the application for discontinuance.

[23] Having heard Mr. Rohland and the other parties, I agreed to postpone the decision, and scheduled a one-day hearing of this application on February 13. On February 11, 2026, in further response to the discontinuance application, Greg Rohland produced for the first time two additional previously undisclosed documents: an SAS resolution, and a security agreement signed by him for SAS and purportedly signed by Michael Rohland. These gave him exclusive authority for SAS relating to the litigation and a security interest in the proceeds. His evidence included that OM had paid over \$200,000 towards this litigation in legal fees and security for costs, in reliance on the JVA.

[24] He submitted that discontinuance would undermine OM's security interest in SAS's proceeds and be a breach of the JVA. He pointed to Michael Rohland's prior evidence in these proceedings that Greg Rohland was a managing member of SAS and reference to a joint venture agreement with OM. He pointed to Michael Rohland's statements at times in the litigation that Greg Rohland had acted as his agent and had a power of attorney for him.

[25] The power of attorney was also put in evidence, dated February 15, 2016. From my review, it does not prevent Michael Rohland from acting for himself or cancelling the power of attorney.

[26] In his affidavit in response, Michael Rohland says the JVA is a fraud, as I have mentioned. He says it was recently created by Gregory Rohland. He had never seen it until January 2026. He says he is the sole legal manager of SAS and that Greg Rohland has never had such a role.

[27] For Ms. Zane, Mr. Scouten argued that Greg Rohland's opposition to Michael Rohland and SAS's exit represented Greg Rohland's continued extensive abuse of process and effort to misrepresent the facts and tie Ms. Zane up in this litigation and importune the court. Greg Rohland had additional submissions which I will come to below.

[28] I reserved judgment on the discontinuance application until today.

The JVA

[29] Regarding the JVA and power of attorney, and these other documents which Greg Rohland is now relying on, as mentioned, he first referred to the JVA on January 16 and first produced it to the other parties on January 19, 2026. The document shows signatures by OM, SAS, and both Rohlands, plus an additional party. As mentioned, these signatures are purported to have been made on January 21, 2023.

[30] Also, as mentioned, Michael Rohland deposes in his affidavit to never having seen this before, and alleges these are fraudulent documents recently created by Greg Rohland.

[31] In s. 4.1(a) of the JVA, SAS assigns its shares to OM. As Mr. Batkin pointed out on behalf of TCC, that assignment should be from SAS's shareholders, not SAS itself. In s. 4.1(c), it says that Michael Rohland made Greg Rohland a managing member of SAS on November 28, 2022. As mentioned in his submissions, Greg Rohland points to other statements by Michael Rohland in his affidavit stating that Greg Rohland is a managing member of SAS.

[32] In s. 10.1, Greg Rohland is granted a power of attorney authorizing him to act for SAS in the litigation, including in settlement negotiations. In s. 19.1, Michael Rohland grants OM a security interest over litigation proceeds. In s. 21, Michael Rohland assigns to SAS his rights to his claims in the action.

Governing Law

[33] Under Rule 9-8(2) of the *Supreme Court Civil Rules*, after a trial certificate is filed, a plaintiff wishing to discontinue its action requires consent of all parties or leave of the court.

[34] A plaintiff is generally presumed to be entitled to discontinue its action unless there are special or unusual circumstances militating against leave. In such circumstances, whether discontinuance should occur is to be assessed by considering the rights and interests of all parties to the action: *J.S. v. British Columbia (Ministry of Children and Family Development)*, 2015 BCSC 575, paras. 26-28.

[35] It appears there are a BC examples of leave to discontinue being denied a plaintiff, and I have not seen a case where one plaintiff successfully opposed another plaintiff's discontinuance.

[36] One of the rare examples I have found of leave being denied a plaintiff is *HMTQ v. Chief Ronnie Jules*, 2005 BCSC 492. The parties were in litigation for five-plus years concerning the respondent Indigenous group's efforts to prove aboriginal title. Although the government was the original petitioner, Justice Sigurdson found that at the heart of the dispute was the Aboriginal title claim and the government was no longer the true party in control of the action. Therefore, discontinuance would simply lead to the responding parties having to advance their claims for title on counterclaim or a new proceeding, leading to the disposition that the matter should proceed to the already scheduled trial, as opposed to incurring more hardship on the parties by allowing the government to back out of the action.

Analysis

[37] I begin with a procedural issue.

[38] On February 19, yesterday, Greg Rohland served an additional affidavit, which I have not seen. It is his Affidavit #15. He has written to the court that it clarifies and formalizes matters he has already raised in argument, namely the existence of OM's contractual rights and remedies upon SAS's default under the JVA and the associated security interests.

[39] Ms. Zane objects to admitting Affidavit #15, on the basis that it is too late and Mr. Rohland has had full opportunity to address this application.

[40] Though of course I am cautious to do so, given that Greg Rohland is a self-represented party, I refuse to admit the affidavit for the following reasons:

- a) Greg Rohland has had ample opportunity to respond to this application. As I mentioned, I see his January 29 notice of application and associated materials as, in effect, his response to this discontinuance application. His response has included three affidavits: January 29, February 11, and February 13, his Affidavits #12, 13, and 14. He has had opportunity to argue against the discontinuance and argue for the alternative relief sought in his application in two case management conferences and the one full day of argument.

- b) I do not see a need for a further evidentiary record. His key submissions have all been supported by evidence that he has put in the record.
- c) As described further below, his opposition to this application raises various aspects of prior unfairness by Greg Rohland to Ms. Zane in these proceedings, and she should not have to deal with this late affidavit.

[41] As part of his application to admit the new affidavit, Mr. Rohland complains about late delivery of Ms. Zane's reply materials, and also Mr. Michael Rohland's reply materials on January 28, 2026, and the responses that he received at the February 13 hearing.

[42] All these materials, from my careful review, rehashed evidence and argument that we had already been over at the January 16 and February 4 hearings, plus some additional procedural history. In my view, having thought about this carefully, none of it was new or surprising to Mr. Rohland. All had been mentioned before or, as I have said, was just procedural history.

[43] I turn now to the discontinuance application itself.

[44] Balancing the rights and interests of all the parties in this unusual situation, in my view, the orders sought by Michael Rohland, SAS, and Ms. Zane, and supported by TCC, should be granted for the following reasons.

[45] First, to deny discontinuance on the basis argued by Greg Rohland would necessitate another adjournment of the trial. The trial would be unworkable if Michael Rohland and SAS remain as plaintiffs and were not aligned with OM as the other plaintiff in the action, but in fact were at odds. There would also be an unresolved dispute about whether Greg Rohland or Michael Rohland truly controlled SAS for purposes of litigation. I see no way in which this can be resolved before the trial date or how the trial could be run without it having been resolved.

[46] Second, it is unfair and prejudicial to Ms. Zane and TCC for Greg Rohland to have produced the JVA at this late stage. There is no pleading of an assignment of SAS's interest in the litigation to OM or Greg Rohland's authority to control litigation on behalf of SAS. There is a reference in paragraph 23 of the Second ANoCC to a

joint venture agreement, but it is not described and does not suggest any such rights.

[47] Crucially, in an application in November 2024, some 15 months ago, Ms. Zane obtained an order for production of all corporate and financial records of SAS and OM, describing or providing evidence of the identity of persons who are or have been directors or members of their respective management teams and an affidavit of documents. There was then a further order, dated March 6, 2025, for a further and better list from SAS, Michael Rohland and Greg Rohland, and an affidavit from OM. At that time, the plaintiffs were represented by separate lawyers, both for the application for the production of documents and for their eventual affidavits. There was one lawyer representing Greg Rohland and OM, and another representing Michael Rohland and SAS.

[48] There was no production or mention of the JVA, the power of attorney, or Greg Rohland's application to be a manager of SAS in the affidavits filed on March 10, 2025, by Michael and Gregory Rohland, each of whom was separately represented. Michael Rohland's evidence is he has been the sole director and owner of SAS.

[49] In my view, it is unfair, not in compliance with these previous orders, and not in the interests of justice for Greg Rohland to now produce and seek to rely on these documents to alter the entire framework of the case and derail the trial.

[50] From my review, there appears to have been other lawyers involved for the plaintiffs at other times in the litigation. It appears Mr. Grewal represented the plaintiffs from October 2021 to May 2024, and Mr. Nayyar in 2025.

[51] Third, there is a history of abuse of process by Greg Rohland regarding the claims to a CPL on Ms. Zane's property, which Michael Rohland now agrees to cancel as part of the discontinuance. The history of this is set out, and I accept it, in paras. 2-15 of Ms. Zane's application response filed February 13, 2026:

2. This action was commenced on July 19, 2021. The parties originally named as plaintiffs in the action were "Structured Annuity Solutions" and "Oregon Management Inc."
3. The defendants originally named in the action were Inga Zane and Janet Reili, who is Ms. Zane's mother. The action as against Ms. Reili (as explained more fully below) was dismissed by Justice N. Smith on September 11, 2023, and the action has proceeded with Ms. Zane as the sole defendant since then.
4. On September 17, 2021, Oregon Management registered a Certificate of Pending Litigation against the Property. On November 17, 2021, Justice Verhoeven granted an Order that the CPL be cancelled on the ground that the pleadings made no claim to an interest in land.
5. On October 20., 2021, Master Caldwell (as he then was) granted an Order requiring Oregon Management and Structured Annuity Solutions LLC ("SAS") – who were then the only plaintiffs – to post \$65,000 in Court as security for the defendants' costs and staying the action until the security was posted.
6. On November 17, 2021 – before the plaintiffs had posted the security for costs required under Master Caldwell's Order and while the stay ordered by him was still in effect – SAS registered a CPL against the Property.
7. On November 30, 2021, a separate action was commenced in the name of Michael Rohand ("Michael") against Ms. Zane and Ms. Reili under New Westminster Action No. S-241883 (the "Second Action") and, on the same day, a CPL was registered in favour of Michael against the Property in that action. The Notice of Civil Claim in the Second Action, while ostensibly brought by Michael, was signed by Greg Rohland ("Greg").
8. On February 14, 2022, Justice Crerar granted an Order striking the pleadings filed in the Second Action on the ground that it constituted an abuse of process, cancelling the CPL registered by Michael and awarding costs to Ms. Zane, which were later assessed at \$4,830.90. Those costs have never been paid.
9. On February 22, 2022, the plaintiffs filed an Amended Notice of Civil Claim in this action importing the claims made by Michael in the (by-then-dismissed) Second Action and adding Michael as a plaintiff in this action
10. On February 23, 2022, Greg commenced a family law action (the "Family Action") against Ms. Zane in which he claimed that the Property constituted family property and, on that basis, registered a CPL against the Property.
11. On March 18, 2022, Ms. Zane filed an application in the Family Action to have the pleadings filed in that action dismissed as an abuse of process.

12. On March 28, 2022 – before the security for costs ordered by Master Caldwell in this action had been fully paid – SAS discharged the CPL previously registered by it.
13. On April 13, 2022, a new CPL was obtained in favour of Michael in this action and registered against the Property.
14. On April 20, 2022, Justice Wilkinson granted an Order in the Family Action striking the pleadings filed in that action on the ground that they constituted an abuse of process, dismissing the action and cancelling the CPL registered in favour of Greg. Costs totaling \$1,500 were awarded against Greg related to Ms. Zane's strike application in the Family Action. Those costs have not been paid either.
15. On September 11, 2023, Justice N. Smith granted an Order under Rule 9-6 (the Summary Judgment Rule) dismissing this action against Ms. Zane's mother, Janet Reilik. Costs, later assessed at \$4,703.56, were awarded against the plaintiffs in favour of Ms. Reili. Those costs have not been paid either.

[52] Fourth, according to SAS's current corporate records, as filed in Utah, Michael Rohland remains its sole managing member, therefore with corporate authority to bind it. The JVA does not indicate Michael Rohland is no longer a managing member, though it includes that Greg Rohland is also.

[53] There is no assignment or divesting in the JVA by SAS to OM of its rights in this action in particular. Thus, according to the corporate records, Michael Rohland has authority to represent SAS and, of course, he has authority to represent himself personally. He is exposed to additional costs by remaining in the litigation longer.

[54] Fifth, there are good reasons to doubt the authenticity of the JVA and the associated documents:

- a) its late production, despite prior orders when parties were represented on that issue;
- b) Michael Rohland's evidence that it is a fraud;
- c) Greg Rohland has refused Ms. Zane's and TCC's requests for production of associated documents one would expect to assist, such as drafts, original correspondence between the brothers referring to it at any stage;

- d) One year ago, Ms. Zane served an expert handwriting report that her signature is forged on the construction contract relied on by plaintiffs in this litigation;
- e) On June 10, 2025, Greg Rohland was convicted by this court of obtaining property of over \$5,000 by false pretenses. In the judgment he was found to have forged an email and two memos: see *R. v. Rohland*, 2025 BCSC 2615, paras. 49-51 and 72;
- f) In the Federal Court decision, *Zane v. Rohland*, 2024 FC 2048, dated December 17, 2024, which was other litigation between Ms. Zane and Greg Rohland, Greg Rohland was found not credible in strong terms by the court:

[14] As for Mr. Rohland's testimony, it seemed to me that his guiding principle during much of his testimony was to never let the truth get in the way of a good story. Mr. Rohland was asked whether a handwritten statement setting out the history of the relationship with his brother and the financing of *Boundlass* and *Destiny* was in his handwriting; what followed were disjointed utterances, obfuscation and misdirection. I had to intervene to insist that Mr. Rohland simply answer the question, to which he finally responded that it was not, notwithstanding that other documents in the record contained similar handwriting that he did not contest was his own.

...

[16] Throughout his testimony, Mr. Rohland played the part of the lowly ship's captain, trying to distance himself from any financial dealings with the yachts, claiming that he was merely taking instructions from his "owners"—as if he was not part of the inner circle—and not involved in, or in any way aware of, the financial affairs of either Boundlass LLC or Destiny LLC. From what I could tell, this was nothing but a ruse and could not be further from the truth. ...

[55] Sixth, allowing the discontinuance still leaves intact OM's claims for its work done on the property.

[56] Seventh, Greg Rohland and OM have claims against Michael Rohland and SAS for breach of the JVA and associated agreements, if those are indeed valid agreements.

[57] Eighth, I am skeptical that Greg Rohland or OM could compensate Ms. Zane for any ultimate costs award associated with denying the discontinuance and not cancelling the CPL. As mentioned, he is an undischarged bankrupt, and he and OM

have failed to pay prior cost orders in these proceedings. There is an affidavit in the proceedings by Michael Rohland which identifies some assets of OM, but that is a stale affidavit from March 2022.

[58] In my view, all these considerations outweigh the prejudice to Greg Rohland and OM of not having the opportunity at this late stage to establish their authority to control SAS in this litigation and claim whatever proceeds Michael Rohland and SAS may be entitled to.

[59] Right, so that is the decision. The orders are as follows.

[60] I will grant the discontinuance of all claims brought by SAS and Michael Rohland against Inga Zane in this proceeding, S223819. Notice of the trial having been filed, this discontinuance is by leave of court.

[61] I also grant the orders in the draft order submitted by Mr. Scouten, which was dated January 14, 2026.

[62] Madam Registrar, I do not know if you have a copy of that there. I would ask Mr. Scouten to give it to you at some point, either now or later. But I do grant the orders sought in paragraphs 1-4, except for 3(d) and (e), because the costs were not provided as security against Michael Rohland. So 3(d), (e) can come out.

[DISCUSSION]

[63] THE COURT: Okay, and so I suppose I should make an additional order, just so it is clear that I am giving you leave to file that notice of discontinuance that is dated January 14, 2026. It may now be filed.

[64] CNSL J. SCOUTEN: Thank you, Justice.

[65] THE COURT: All right, thank you all very much. Thank you, Mr. Registrar, and we will adjourn there, please.

“Coval J.”