

**Amended Pursuant to Rule 6-1(1)(a)
on November 27, 2024
Original Filed August 6, 2024**

No. NEW-S-S-254494
NEW WESTMINSTER REGISTRY



IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

AIR PASSENGER RIGHTS

PLAINTIFF

AND

WESTJET AIRLINES LTD.

DEFENDANT

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,

- (a) if you were served with a 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.

CLAIMS OF THE PLAINTIFF

Part 1: STATEMENT OF FACTS

Overview of this Action

1. This is an action brought pursuant to s. 172 of the *Business Practices and Consumer Protection Act*, SBC 2004, c. 2 [**BPCPA**] by Air Passenger Rights [**APR**], a non-profit group that advocates for the rights of air passengers, seeking a declaration and injunction enjoining WestJet from disseminating a “guideline” that has the capability or tendency to mislead passengers about their legal rights in the event of flight delays, cancellations, and denial of boarding to reimbursement for hotel accommodations, meals, cell phone roaming charges, missed prepaid events, and lost wages.
2. Passengers’ right to reimbursement is provided in federal statutes and legally incorporated into the contracts of carriage drafted by WestJet (the “**tariffs**”) and enforceable as a contractual right. WestJet’s “guideline” purports to place a cap on reimbursements for hotel accommodations and/or meals, which is contrary to federal laws and the terms of their own tariff. Every *partial* reimbursement WestJet made in reliance on the cap in their own “guideline” is *ipso facto* an acknowledgment that they failed to comply with the federal laws and tariff terms.

3. WestJet's "guideline" also purports to misinform passengers that they have no right to reimbursement of roaming charges, missed prepaid events, and/or lost wages in the event of delays. WestJet's "guideline" is contrary to the *Montreal Convention*, an international treaty governing the rights and obligations of carriers and incorporated into Canadian law under the *Carriage by Air Act*.
4. APR also seeks an Order under s. 172(3)(a) that WestJet restore to the affected passengers monies owing to them. APR further seeks an Order under s. 172(3)(c) that WestJet advertise to the public the particular of this Court's judgments.

Parties

5. The Plaintiff, Air Passenger Rights, is a non-profit organization, formed on or about May 2019 pursuant to the *Canada Not-for-profit Corporations Act*, SC 2009, and has an address for service in this action at 237-4388 Still Creek Drive, in the City of Burnaby, in the Province of British Columbia.
6. WestJet Airlines Ltd. is a company formed under the laws of Alberta and has nominated an agent in British Columbia upon whom process may be served generally at c/o AHBL Corporate Services Ltd., 2700 – 700 West Georgia Street, Vancouver (hereafter "**WestJet**"). WestJet also has a place of business in British Columbia in the Vancouver International Airport at 3211 Grant McConachie Way, Richmond, BC.
7. WestJet is a commercial airline that operates domestic passenger flights within Canada and international passenger flights to/from Canada, pursuant to the *Canada Transportation Act*, SC 1996, c. 10 and related enactments.

Applicable Laws in the Event of a Flight Delay, Cancellation, or Denial of Boarding

8. The applicable laws slightly differ depending on whether a flight is domestic or international.

The Montreal Convention Applicable to International Flights

9. The federal *Carriage by Air Act*, RSC 1985, c. C-26 incorporates Schedule VI the *Convention for the Unification of Certain Rules for International Carriage by Air* into federal law, which is often referred to as the “**Montreal Convention.**”
10. The relevant portions of the *Montreal Convention* provide the following:

THE STATES PARTIES TO THIS CONVENTION

...

RECOGNIZING the importance of ensuring protection of the interests of consumers in international carriage by air and the need for equitable compensation based on the principle of restitution;

...

Article 19 – Delay

The carrier is liable for damage occasioned by delay in the carriage by air of passengers, baggage or cargo. Nevertheless, the carrier shall not be liable for damage occasioned by delay if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage or that it was impossible for it or them to take such measures.

...

Article 22 — Limits of Liability in Relation to Delay, Baggage and Cargo

1. In the case of damage caused by delay as specified in Article 19 in the carriage of persons, the liability of the carrier for each passenger is limited to 4150 Special Drawing Rights.

...

Article 25 — Stipulation on Limits

A carrier may stipulate that the contract of carriage shall be subject to higher limits of liability than those provided for in this Convention or to no limits of liability whatsoever.

Article 26 – Invalidity of Contractual Provisions

Any provision tending to relieve the carrier of liability or to fix a lower limit than that which is laid down in this Convention shall be null and void, but the nullity of any such provision does not involve the nullity of the whole contract, which shall remain subject to the provisions of this Convention.

[emphasis added]

11. The *Montreal Convention* provides an overall monetary limit of an air carrier's liability for delay at 4,150 Special Drawing Rights (SDRs), which was revised by the International Civil Aviation Organization to 5,346 SDRs as of December 28, 2019, and can be exceeded in specified circumstances. An SDR is equivalent to about \$1.834 CAD, translating to a limit of liability for delay at around \$9,804.56/passenger.
12. The *Montreal Convention* is based on “*the need for equitable compensation based on the principle of restitution,*” meaning the passenger is to be placed into the same position had it not been for the delay, cancellation, or denial of boarding.
13. The *Montreal Convention* does not provide limits for specific out-of-pocket expenses such as \$250 for accommodations, \$50 for food, \$10 for roaming fees, etc. and imposing such limits would be contrary to Article 26 of the *Montreal Convention*.

Air Passenger Protection Regulations Applicable to Flights to, from and within Canada

14. In addition to the *Montreal Convention*, in or around 2018, Parliament enacted s. 86.11 of the *Canada Transportation Act*, SC 1996, c 10 entitled “**Regulations — carrier's obligations towards passengers**” to provide for further protections to air passengers that travel to, from and within Canada.
15. The *Air Passenger Protection Regulations*, SOR/2019-150 [**APPR**] was enacted around 2019 pursuant to the new powers Parliament granted under s. 86.11 of the *Canada Transportation Act*.
16. The air carrier's obligations under the *APPR* are deemed to be part of their tariffs (i.e., contracts of carriage) pursuant to s. 86.11(4) of the *Canada Transportation Act*.
17. Delays, cancellations, and denials of boarding fall into three categories in the *APPR*:
 - a. situations outside the carrier's control (s. 10 of *APPR*);
 - b. situations within the carrier's control but required for safety purposes (s. 11 of *APPR*); and
 - c. situations within the carrier's control (s. 12 of *APPR*).

18. For delays, cancellations, and denials of boarding within carrier's control but required for safety purposes and delays, cancellations, and denials of boarding within carrier's control, the air carrier is required to provide the passenger with:

- a. food and drink in reasonable quantities (s. 14(1)(a) of *APPR*);
- b. access to a means of communication (s. 14(1)(b) of *APPR*); and
- c. if an overnight stay is required, hotel or other comparable accommodation (s. 14(2) of *APPR*).

19. The *APPR* applies to **both** international and domestic flights, and operates alongside the *Montreal Convention* for international flights.

WestJet's Misleading Guidelines to Passengers Seeking Reimbursement

20. It is often the case that air carriers will not issue vouchers/coupons for the passengers to redeem for food at the airport or to check-in at a hotel designated by the air carrier. In such situations, passengers have to pay out-of-pocket for these expenses and thereafter submit their receipts to the air carrier for reimbursement.

21. WestJet published on its website a page entitled "**Submit a request for reimbursement**" that is found at <https://www.westjet.com/en-ca/interruptions/submit-expenses> (the "**Reimbursement Page**").

22. Within the Reimbursement Page, there is a reference to a "guideline" providing that:

Our general guidelines are¹:

- **Hotel costs:** *in situations where WestJet was unable to secure a hotel room, or you did not accept the hotel re-accommodation option WestJet has offered (and you book your own hotel), WestJet will reimburse you up to \$150.00 CAD (\$200.00 CAD for non-Canadian destinations) per night/per reservation. In-room movie costs, tips/gratuities and long distance telephone charges will be excluded*

- **Meals:** *In the unlikely event meal vouchers are not available during a controllable delay, we will reimburse meal expenses to a maximum of \$45 CAD per day/per quest. Alcoholic beverages and tips/gratuities will be excluded.*
- **Transportation:** *if transportation was not available by WestJet, we will reimburse the cost incurred for transportation between the airport and the hotel*
- *WestJet does not reimburse expenses for cellular roaming charges, missed entertainment /sporting/excursion events, lost wages or missed connections to non-partner airlines or cruises*

[emphasis added]

(the “**Guidelines**”).

23. The Guidelines purport to represent that:

- a. there is a cap on out-of-pocket hotel expenses at \$150 for within Canada and \$200 for outside of Canada, irrespective of the actual amounts paid by the passenger for the last-minute booking due to the delay, cancellation or denial of boarding (the “**Hotel Cap**”);
- b. there is a cap on meal expenses at \$45 per day, irrespective of the actual amounts paid by the passenger and irrespective of the fact that meal prices at airports are generally higher (the “**Meal Cap**”);
- c. there is no reimbursement for cellular phone roaming charges (the “**Roaming Refusal**”);
- d. there is no reimbursement for missed prepaid events (the “**Prepaid Events Refusal**”); and
- e. there is no reimbursement for lost wages (the “**Lost Wages Refusal**”).

WestJet’s Hotel Cap

24. WestJet’s Hotel Cap is contrary to Articles 19 and 22 of the *Montreal Convention*, which do not provide for per night limits for hotel/accommodation expenses. Article

26 of the *Montreal Convention* also precludes the introduction of such limits contractually.

25. WestJet's Hotel Cap is also contrary to s. 14(2) of the *APPR* and s. 86.11(4) of the *Canada Transportation Act*.

26. In addition to publishing the Hotel Cap in the Guidelines, WestJet applies the Hotel Cap in practice when passengers submit a request for reimbursement (the "**Hotel Cap Passengers**"). In cases involving Hotel Cap Passengers, WestJet only reimburses the passengers \$150 (or \$200) depending on the location of the hotel/accommodation. WestJet's partial payment of \$150 (or \$200) serves as an acknowledgment that out-of-pocket expenses are owing to the Hotel Cap Passengers but that WestJet refused to pay the full amount required under the laws.

WestJet's Meal Cap

27. WestJet's Meal Cap is contrary to Articles 19 and 22 of the *Montreal Convention* which do not provide for any limit for out-of-pocket food and drink expenses due to a delay, cancellation or denial of boarding. Article 26 of the *Montreal Convention* also precludes the introduction of limits to liability contractually.

28. WestJet's Meal Cap is also contrary to s. 14(1)(a) of the *APPR* and s. 86.11(4) of the *Canada Transportation Act*.

29. In addition to publishing the Meal Cap in the Guidelines, WestJet applies the Meal Cap in practice when passengers submit a request for reimbursement (the "**Meal Cap Passengers**"). In cases involving Meal Cap Passengers, WestJet only reimburses the passengers \$45. WestJet's partial payment of \$45 serves as an acknowledgment that out-of-pocket expenses are owing to the Hotel Cap Passengers but that WestJet refused to pay the full amount required under the laws.

WestJet's Roaming Refusal

30. WestJet's Roaming Refusal is contrary to Articles 19 and 22 of the *Montreal Convention* which do not exclude any out-of-pocket expenses in relation to roaming. Article 19 of the *Montreal Convention* broadly covers all out-of-pocket losses from the delay. Article 26 of the *Montreal Convention* also precludes the introduction of such limits contractually.
31. WestJet's Roaming Refusal is also contrary to s. 86.11(4) of the *Canada Transportation Act* and s. 14(1)(b) of the *APPR*, which requires WestJet to provide the passengers with a means of communication. Cell phone roaming is a means of communication.
32. In addition to publishing the Roaming Refusal in the Guidelines, WestJet applies the Roaming Refusal in practice when passengers submit a request for reimbursement (the "**Roaming Refusal Passengers**").

WestJet's Prepaid Events Refusal

33. WestJet's Prepaid Events Refusal is contrary to Articles 19 and 22 of the *Montreal Convention* which do not exclude loss for events that have been prepaid but passengers cannot attend because they are not transported to the destination in time. Article 19 of the *Montreal Convention* broadly covers all out-of-pocket losses from the delay. Article 26 of the *Montreal Convention* also precludes the introduction of limits to liability contractually.
34. In addition to publishing the Prepaid Events Refusal in the Guidelines, WestJet applies the Prepaid Events Refusal in practice when passengers submit a request for reimbursement (the "**Prepaid Events Refusal Passengers**").

WestJet's Lost Wages Refusal

35. WestJet's Lost Wages Refusal is contrary to Articles 19 and 22 of the *Montreal Convention* which do not exclude loss of income because the passengers are not

transported to the destination in time. Article 19 of the *Montreal Convention* broadly covers all out-of-pocket losses from the delay. Article 26 of the *Montreal Convention* also precludes the introduction of limits to liability contractually.

36. In addition to publishing the Lost Wages Refusal in the Guidelines, WestJet applies the Lost Wages Refusal in practice when passengers submit a request for reimbursement (the “**Lost Wages Refusal Passengers**”).

Invisible Fine Print in the Guidelines

37. WestJet’s guidelines purport to include a fine print as follows:

Our general guidelines are¹:


38. The (1) superscript is not hyperlinked nor visible anywhere on WestJet’s Reimbursement Page.

39. There is a line entitled “Legal, restrictions and terms and conditions” that does not form part of the reimbursement claim form and is not underlined like typical hyperlinks:

Attach all receipts

Adding more than one file? Please use CTRL+Click (Windows) or CMD+Click (Mac) to select all files to be uploaded


Maximum upload file size: 2MB (JPG, GIF, PNG, PDF, XLS)

 B R O W S E


Please choose a file to upload

Comments

Please itemize your receipts and give a detail description of the receipt you are claiming. If your receipt is not attached, your request will be denied.

 S U B M I T

40. Only upon clicking “Legal, restrictions and terms and conditions” does a new window pop-up stating that:

Close 

Legal, Restrictions and Terms and Conditions

By providing my flight information and WestJet ID, I acknowledge that I am a member of WestJet Rewards and am eligible for this compensation. If it is determined that I have a valid WestJet ID but am not enrolled in WestJet Rewards, WestJet will enrol me in the program on my behalf.

I have ensured that the all mandatory fields have been filled out. Not supplying your correct name and address will result in a delay or denial of your reimbursement.

1. This does not limit or reduce the passenger's right to claim damages, if any, under the applicable convention or under the law.

The Affected Passengers Have a Claim for Liquidated Damages

41. For the Hotel Cap Passengers, Meal Cap Passengers, Roaming Refusal Passengers, Prepaid Events Refusal Passengers, and/or Lost Wages Refusal Passengers who travelled on or after August 3, 2022 to the date of final judgment in this action, they have a liquidated damages claim against WestJet under the *Montreal Convention* and/or breach of contract based on the *APPR* provisions that are by law incorporated into the contract of carriage (collectively the “**Affected Passengers**”), as detailed below. In particular, the Affected Passengers are individuals that acquired their tickets via sales channels that were primarily for personal, family or household purposes or otherwise travelled primarily for personal, family or household purposes.

42. For the Hotel Cap Passengers who travelled on or after August 3, 2022 to the date of final judgment in this action, they have a claim under Article 19 of the *Montreal Convention* and/or breach of contract based on breach of s. 14(2) of the *APPR* for the monetary difference between the amount WestJet has reimbursed (i.e., \$150 or \$200, as the case may be) and the amount that the Hotel Cap Passengers are actually out-of-pocket for their accommodations.

43. For the Meal Cap Passengers who travelled on or after August 3, 2022 to the date of final judgment in this action, they have a claim under Article 19 of the *Montreal Convention* and/or breach of contract based on breach of s. 14(1)(a) of the *APPR* for

the monetary difference between the amount WestJet has reimbursed (i.e., \$45) and the amount that the Meal Cap Passengers actually paid for their meals.

44. For the Roaming Refusal Passengers who travelled on or after August 3, 2022 to the date of final judgment in this action, they have a claim under Article 19 of the *Montreal Convention* and/or breach of contract based on breach of s. 14(1)(b) of the *APPR* for the cost of the roaming charges.
45. For the Prepaid Events Refusal Passengers who travelled on or after August 3, 2022 to the date of final judgment in this action, they have a claim under Article 19 of the *Montreal Convention* for the cost of the prepaid events that the passengers could not attend.
46. For the Lost Wages Passengers who travelled on or after August 3, 2022 to the date of final judgment in this action, they have a claim under Article 19 of the *Montreal Convention* for the lost wages or salaries due to the delay, cancellation, or denial of boarding.
47. All of the Affected Passengers also have a claim for breach of contract, breach of the *BPCPA*, and/or breach of the duty of honest performance of contractual obligations.

Part 2: RELIEF SOUGHT

1. The Plaintiff claims judgment against WestJet for:
 - a. A declaration under s. 172(1)(a) of the *BPCPA* that WestJet has engaged in “deceptive acts or practices” and/or “unconscionable acts or practices”;
 - b. An interim or permanent injunction under s. 172(1)(b) of the *BPCPA* restraining WestJet from further engaging in “deceptive acts or practices” and/or “unconscionable acts or practices” and in particular to remove the Guidelines from the WestJet Reimbursement Page and to enjoin WestJet from applying the Guidelines in response to passenger requests for reimbursement;

- c. An order under s. 172(3)(c) of the *BPCPA* that WestJet, at its own cost, advertise to the public the particulars of this Court's judgment and injunction(s) including but not limited to sending an email, fax, or registered mail to notify the Affected Passengers;
- d. An order under s. 172(3)(a) of the *BPCPA* that WestJet restore monies to the Affected Passengers including a referral to an associate judge, registrar or special referee to inquire, assess or account for those monies;
- e. Special costs or, in the alternative, costs;
- f. Interest pursuant to the *Court Order Interest Act*, R.S.B.C. 1996, c. 79; and
- g. Such further relief that, as to this Honourable Court, considers just.

Part 3: LEGAL BASIS

1. Section 172 of the *BPCPA* is a public interest remedy that permits any person to act as a public interest plaintiff to enforce the consumer protection laws. The public interest plaintiff is not required to have any special interest or any interest under the *BPCPA*.

Seidel v. TELUS Communications Inc., 2011 SCC 15 at paras. 32-36.

British Columbia Court's Jurisdiction over WestJet

2. WestJet is ordinarily resident in the province of British Columbia, having nominated an agent in British Columbia upon whom process may be served generally and also having a place of business in the province of British Columbia.

Court Jurisdiction and Proceedings Transfer Act, SBC 2003, c. 28, s. 7(b)(ii) and (c).

3. The courts in British Columbia have territorial competence over a person that is ordinarily resident in British Columbia.

Court Jurisdiction and Proceedings Transfer Act, SBC 2003, c. 28, s. 3(d).

Application of the BPCPA to WestJet's Conduct

4. Section 1 of the *BPCPA* includes a definition for a “supplier”:

“supplier” means a person, whether in British Columbia or not, who in the course of business participates in a consumer transaction by

(a) supplying goods or services or real property to a consumer, or

(b) soliciting, offering, advertising or promoting with respect to a transaction referred to in paragraph (a) of the definition of “consumer transaction”,

whether or not privity of contract exists between that person and the consumer, and includes the successor to, and assignee of, any rights or obligations of that person and, except in Parts 3 to 5 [Rights of Assignees and Guarantors Respecting Consumer Credit; Consumer Contracts; Disclosure of the Cost of Consumer Credit], includes a person who solicits a consumer for a contribution of money or other property by the consumer;

[emphasis added]

5. WestJet, being ordinarily resident in British Columbia, would be considered a supplier “in British Columbia” within the definition of supplier in the *BPCPA*. There is also a real and substantial connection between WestJet and the province of British Columbia.

Sharp v. Autorité des marchés financiers, 2023 SCC 29

6. As such, WestJet’s conduct would be governed by the *BPCPA* irrespective of where the consumer resides.
7. Alternatively, WestJet’s conduct and transaction with consumers residing in British Columbia would be governed by the *BPCPA*.

WestJet’s Guidelines are a Deceptive Act or Practice under the BPCPA

8. WestJet’s publication and dissemination of the Guidelines is a representation that has the capability, tendency, or effect of deceiving or misleading passengers about their legal entitlements to reimbursement for their losses due to WestJet’s flight cancellation, delay, or denial of boarding.

9. WestJet bears the burden of proving that it has not engaged in a deceptive act or practice.

BPCPA, s. 5(2).

10. The Affected Passengers have a right to seek damages against WestJet under:

- a. section. 171 of the *BPCPA*;
- b. the *Montreal Convention*;
- c. breach of contract, the contractual terms being the incorporated provisions of the *APPR*; and/or
- d. breach of the duty of honest contractual performance (*C.M. Callow Inc. v. Zollinger*, 2020 SCC 45),

11. The Affected Passengers have an interest in the funds retained by WestJet when WestJet failed to pay those Affected Passenger their full entitlements under the law or otherwise engaged in deceptive acts or practices to cause Affected Passengers not to pursue their full entitlements. As a result, this Court could make a restoration order under s. 172(3)(a) of the *BPCPA* to restore the monies that would have been owing to the Affected Passengers.

Ileman v. Rogers Communications Inc., 2015 BCCA 260 at para. 60.

WestJet's Application of the Guidelines is an Unconscionable Act or Practice under the *BPCPA*

12. WestJet's application of the Guidelines to reject or otherwise limit the reimbursements to the Affected Passengers is an unconscionable act or practice including but not limited to:

- a. WestJet took advantage of the Affected Passengers' inability to protect their own interest.

- b. WestJet subjected the Affected Passengers to the Guidelines, whose terms are so harsh or adverse as to be inequitable when the Guidelines are not consistent with the applicable laws.

13. WestJet bears the burden of proving that it has not engaged in an unconscionable act or practice.

BPCPA, s. 9(2).

14. The Affected Passengers have a right to seek damages against WestJet under:

- a. section 171 of the *BPCPA*;
- a. the *Montreal Convention*;
- b. breach of contract, the contractual terms being the incorporated provisions of the *APPR*; and/or
- c. breach of the duty of honest contractual performance (*C.M. Callow Inc. v. Zollinger*, 2020 SCC 45),

15. The Affected Passengers have an interest in the funds retained by WestJet when WestJet failed to pay those Affected Passenger their full entitlements under the law or otherwise engaged in unconscionable acts or practices to cause Affected Passengers not to pursue their full entitlements. As a result, this Court could make a restoration order under s. 172(3)(a) of the *BPCPA* to restore the monies that would have been owing to the Affected Passengers.

Ileman v. Rogers Communications Inc., 2015 BCCA 260 at para. 60.

Injunctive Relief against WestJet

16. Other than declaratory relief under s. 172(1)(a) of the *BPCPA*, in order to protect further harm to passengers, the Plaintiff also seeks interim and permanent injunctions

under s. 172(1)(b) of the *BPCPA* enjoining WestJet's conduct that is contrary to the *BPCPA*.

Article 29 of the Montreal Convention Cannot Preclude this Public Interest Claim

17. Article 29 of the Montreal Convention expressly provides that the question of who is to bring an action is not deal with in that instrument, and is determined based on local laws:

Article 29 — Basis of Claims

*In the carriage of passengers, baggage and cargo, any action for damages, however founded, whether under this Convention or in contract or in tort or otherwise, can only be brought subject to the conditions and such limits of liability as are set out in this Convention **without prejudice to the question as to who are the persons who have the right to bring suit and what are their respective rights.** In any such action, punitive, exemplary or any other non-compensatory damages shall not be recoverable.*

18. Section 172 of the BPCPA is one such provision under local laws that enables persons other than the affected consumers to seek relief on behalf of those affected consumers.

Plaintiff's address for service: **ATTN: Simon Lin, Barrister & Solicitor**
237-4388 Still Creek Drive
Burnaby, BC V5C 6C6

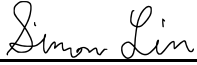
Fax number address for service (if any):

Email address for service: simonlin@airpassengerrights.ca

Place of trial: New Westminster, BC

The address of the registry is: 651 Carnarvon Street
New Westminster, BC V3M 1C9

Dated: November 27, 2024 (Original filed: August 6, 2024



Signature of lawyer for plaintiff
Simon Lin

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:

A claim under the *Business Practices and Consumer Protection Act*.

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:

1. *Court Order Interest Act*, R.S.B.C. 1996, c. 79
2. *Business Practices and Consumer Protection Act*, SBC 2004, c. 2