

CANADIAN TRANSPORTATION AGENCY

B E T W E E N :

GÁBOR LUKÁCS

Applicant

- and -

PORTER AIRLINES INC.

Respondent

**AFFIDAVIT OF LUIS GONZALEZ
(sworn September 3, 2015)**

I, LUIS GONZALEZ, of the Town of Milton, in the Province of Ontario, MAKE OATH AND AFFIRM THAT:

1. I am employed by Porter Airlines Inc. (**Porter**) as Director, YTZ Airport Operations and Customer Service. As such, I have personal knowledge of the matters deposed to in this affidavit. Where I have made statements based on information and belief, I have stated the source of the information and believe these statements to be true.

Baggage irregularities

2. Baggage irregularities (*i.e.*, lost, delayed or damaged baggage) on Porter flights are handled by either Porter's Baggage Department or Porter's Customer Relations Department. I am the manager responsible for both departments.

3. The Baggage Department handles baggage irregularities for Porter passengers arriving in Toronto. The sole responsibility of the Baggage Department is to address baggage-related complaints, such as locating and retrieving delayed baggage, or compensating passengers for lost bags, damaged bags and reasonable expenses incurred as a result of delayed bags.

4. Porter's outstations (Porter destinations outside of Toronto) do not have dedicated on-site baggage departments. For that reason, Customer Service Representatives at outstations may assist passengers in filing initial reports of lost or delayed luggage and, in some cases, may provide updates on efforts by station personnel to locate the bag. Other complaints related to baggage irregularities for flights arriving at outstations are directed to and handled by the Baggage Department and Customer Relations.

Porter's baggage delay compensation policy

5. Porter's policy with respect to delayed baggage is that it will reimburse passengers for reasonable expenses incurred as a result of delay, up to \$1,800 for domestic flights and 1,131 Special Drawing Rights for transborder (Canada-US) and international flights (the **Policy**).

6. The Policy was incorporated into Porter's international tariff in February 2013 and its domestic tariff in September 2013. The transborder tariff was introduced in September 2014, and it adopted the same language as the international tariff. Relevant excerpts from each tariff are attached as **Exhibit A**, **Exhibit B** and **Exhibit C**, respectively.

7. Porter also provides passengers with an additional \$25 travel voucher for each 24 hour period in which a bag is delayed, up to a maximum of 5 days and \$125. This additional benefit is provided to passengers gratuitously as a customer service gesture.

8. The Baggage Department and Customer Relations are generally responsible for paying compensation under the Policy. The employees in those departments are trained on the content of the Policy and instructed to communicate the Policy to passengers with delayed baggage. It is of course possible that, from time to time, the Policy may be miscommunicated but such miscommunication would be exceptional and not consistent with the training employees receive.

9. On rare occasions, claims for expenses may be resolved before they would otherwise be directed to the Baggage Department or Customer Relations, in which case Station Managers may pay compensation for the delayed baggage. Only the Baggage Department, Customer Relations and Station Managers are authorized to pay compensation under the Policy.

10. Other departments, such as the Call Centre (for which I am also the manager), direct baggage-related inquiries to either the Baggage Department or Customer Relations.

11. Between 2014 and 2015, the Baggage Department and Customer relations have paid out \$46,777.40 in compensation for reasonable expenses associated with delayed baggage (\$9,271.87 by Customer Relations and \$37,505.53 by the Baggage Department). Porter's records detailing compensation amounts paid in relation to passengers claims from 2013 are not available, as they have been disposed of in accordance with Porter's document retention policies.

12. Although the Policy was incorporated into Porter's tariffs starting in February 2013, Porter's practice was to compensate passengers for reasonable expenses resulting from delayed bags for many years prior to 2013. I am personally aware that this was Porter's practice since March 2009, which is when I first joined Porter. I am also advised by April Smith, who is employed as a Baggage Lead in the Baggage Department, that this has been Porter's practice since she started working in the Baggage Department in 2006, which was when Porter first began operations. In other words, notwithstanding the dates on which Porter's tariffs were updated to reflect the Policy, the Policy has consistently been in practice for the full period Porter has been operating.

Dr. Lukács' complaint and Porter's response

13. On August 4, 2015, Gábor Lukács sent an e-mail to Greg Sheahan, Porter's General Counsel, copying Robert Deluce and Ted Nobbs, in which he identified a statement on Porter's

website that was not consistent with the Policy and Porter's tariffs. Mr. Deluce and Dr. Lukács then exchanged e-mails over the next two days. A copy of their correspondence is attached as **Exhibit D**.

14. Porter responded immediately to the web page issue. On August 6, 2015, the web page was amended to correctly state the Policy. A printout of the current Delayed Baggage page is attached as **Exhibit E**.

15. Porter also began taking additional steps to address potential concerns arising from the website issue and Dr. Lukács' complaint:

(a) all Porter Call Centre agents were refreshed in their training on the particulars of Policy, and were further instructed to clearly communicate to passengers that Porter may provide reimbursement for reasonable expenses in connection with delayed baggage;

(b) on August 7, 2015, Airport Operations Bulletin #15-018 was sent to all Porter staff. This bulletin reminds all employees of Porter's policy of compensating for reasonable expenses, as per Porter's tariffs. The bulletin states:

If you get a question regarding compensating expenses while the bag is delayed – Porter will (in addition to the delayed baggage voucher of \$25 per each 24 hour period the bag was delayed), reimburse for reasonable expenses and incidental costs incurred as a result of the delay.

A copy of this bulletin is attached as **Exhibit F**; and

(c) Porter has reviewed its records and identified passengers with delayed baggage between February 19, 2013 (the date the international Tariff was updated to include the Policy) and August 6, 2015 (the date on which the web page was amended). The following communication was sent to these passengers by email on September 3, 2015:

Dear Porter Customer,

You are receiving this email because our records indicate that you traveled with Porter and a checked bag was mishandled – i.e. the bag did not arrive with you on your flight.

While most cases of mishandled bags are resolved within 24 hours, Porter recognizes that in some cases passengers may need to incur expenses due to the delay of their bags – e.g. for toiletries or other necessary items – while they await the location and return of their bags. In these circumstances, the affected passengers are entitled to reimbursement for such reasonable expenses from Porter, as stated in Porter's tariffs published on our website at <https://www.flyporter.com/Travel/Conditions-Of-Carriage>.

Porter's policy regarding delayed bags is also summarized at <https://www.flyporter.com/Travel/Baggage-Claim-Delayed>. Porter recently became aware that the summary on the latter web page contained incorrect information about passengers' eligibility for reimbursement of such expenses from Porter. The web page has since been corrected, and we are taking this opportunity to reach out to our customers who may have relied on the incorrect web page to advise you of our policy to reimburse passengers for reasonable expenses resulting from the delayed delivery of their bags.

If you incurred expenses as a result of the delayed delivery of your baggage on your Porter flight between February 1, 2013 and August 6, 2015 and have not previously submitted a claim, you may submit a request for compensation to baggage2015@flyporter.com by February 29, 2016 which includes the following information:

1. Passenger first and last name (as indicated on the reservation)
2. Date of travel
3. Route traveled (origin and destination)
4. List of items purchased and the amount paid for each, attaching receipts or other supporting evidence

Should you submit any such claims, please allow time for review and processing, following which our Baggage team

will respond to you at the email address from which the claim is submitted.

As always, we thank you for choosing Porter and look forward to welcoming you on board in the future.

I am confident that the vast majority of travellers with delayed baggage during the February 19, 2013 - August 6, 2015 time period will be contacted directly through this communication. An English and French version of the form of email that will be sent to passengers is attached as **Exhibit G**.

16. Communication between Dr. Lukács and Porter regarding the Policy appears to be limited to the e-mail correspondence referred to above and the phone calls referred to in Dr. Lukács' Application to the Canadian Transportation Agency (the **Application**) (which I have reviewed). Porter has reviewed its internal records and has been unable to locate any additional email correspondence or phone calls.

Natalie Bambury

17. The Application makes reference to a delayed baggage complaint by a passenger named Natalie Bambury and includes an email from Porter to Ms. Bambury as well as an audio recording and a transcript of a phone call between Ms. Bambury, the Applicant and a Porter Call Centre agent named Britney.

18. The Call Centre has retrieved recordings of two additional phone calls between Ms. Bambury and the Call Centre regarding the same baggage delay complaint, one on July 23, 2015 and the other on July 30, 2015. The recordings of the phone calls on July 23 and July 30 are enclosed as **Exhibits H** and **I**, respectively, and transcripts of the phone calls are attached as **Exhibits J** and **K**, respectively.

19. I note that in the June 23, 2015 phone call, Ms. Bambury states that she was told by the Baggage Department that they could not help her because they were in Toronto. In my view, it

is unlikely that the Baggage Department would have advised Ms. Bambury that they could generally not assist her. It is possible that she was advised that there was nothing further they could do at that time in terms of locating her bag, which was already the subject of ongoing efforts.

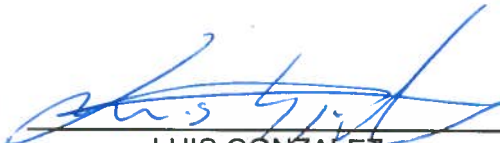
20. Ms. Bambury's complaint has been resolved. Her bag was located and returned to her on August 11, 2015. Ms. Bambury subsequently made a claim for expenses in the amount of \$365.42, and Porter sent her a cheque in that amount on September 1, 2015 in accordance with the Policy.

AFFIRMED BEFORE ME at the City of
Toronto, on September 3, 2015.



Commissioner for taking affidavits

Gregory Sheahan
LSUC # 52388Q



LUIS GONZALEZ

This is Exhibit "A" referred to in the
Affidavit of Lujs Gonzalez,
Sworn before me this 3rd day of September, 2015



A Commissioner, etc.

PORTER AIRLINES INC.

CTA (A) No.1

TARIFF CONTAINING RULES
APPLICABLE TO SCHEDULED SERVICES
FOR THE TRANSPORTATION OF
PASSENGERS AND BAGGAGE OR GOODS
BETWEEN
POINTS IN CANADA ON THE ONE HAND
AND
POINTS OUTSIDE CANADA (EXCEPT THE UNITED STATES)
ON THE OTHER HAND

Note: General Rules applicable to Scheduled Services between Canada and the United States are published by Airline Tariff Publishing Company in Tariff number NTA (A) No. 241.

ISSUED DATE
October 17, 2014

ISSUED BY
Michael Deluce
Executive Vice President
Porter Airlines Inc.
Toronto City Centre Airport
Toronto, Ontario, M5V 1A1

EFFECTIVE DATE
October 19, 2014
Per SP No. 56647

SECTION VI - REFUNDS

RULE 18. RESPONSIBILITY FOR SCHEDULES AND OPERATIONS

- (a) The Carrier will endeavor to transport the passenger and baggage with reasonable dispatch, but times shown in timetables or elsewhere are not guaranteed.
- (b) The agreed stopping places are those places shown in the carrier's timetable as scheduled stopping places on the route. The Carrier may substitute alternative carriers or aircraft and, if necessary, may alter or omit stopping places shown in the timetable. The Carrier will make reasonable efforts to inform passengers of any of the above changes, and to the extent possible, the reason for them.
- (c) Passengers have a right to information on flight times and schedule changes. In the event of a delay or schedule change, the carrier will make reasonable efforts to inform the passengers of delays and schedule changes, and, to the extent possible, the reasons for them, including that the Carrier will undertake to inform passengers of advancements of scheduled flight departures.
- (d) If a delay occurs after passengers have boarded the aircraft, the Carrier will offer drinks and snacks if it is safe, practical and timely to do so. If the delay exceeds 90 minutes and circumstances permit, the Carrier will offer passengers the option of disembarking from the aircraft until it is time to depart.

18.1 Passenger Expenses Resulting from Delays and Flight Advancements

For the purposes of this Sub-Rule 18.1, "Flight Advancement" shall mean an advancement of the scheduled flight departure by more than the minimum period for the passenger to check in pursuant to Rule 21 of this Tariff.

Passengers will be entitled to reimbursement from the Carrier for reasonable expenses incurred as a result of a delay or a Flight Advancement, subject to the following conditions:

- i. The Carrier shall not be liable for any damages, costs, losses or expenses occasioned by delays or a Flight Advancements if it, and its employees and agents, took all measures that could reasonably be required to avoid the damage or if it was impossible for the Carrier and its employees or agents to take such measures;
- ii. Any passenger seeking reimbursement for expenses resulting from delays or a Flight Advancements must provide the Carrier with (a) written notice of his or her claim, (b) particulars of the expenses for which reimbursement is sought and (c) receipts or other documents establishing to the reasonable satisfaction of the Carrier that the expenses were incurred; and

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

ISSUE DATE
March 6, 2014

EFFECTIVE DATE
March 7, 2014
Per SP No. 99014

- iii. The Carrier may refuse or decline any claim, in whole or in part, if:
- A. the passenger has failed or declined to provide proof or particulars establishing, to the reasonable satisfaction of the Carrier, that the expenses claimed were incurred by the passenger and resulted from a delay or Flight Advancement for which compensation is available under this Rule 18; or
 - B. the expenses for which reimbursement is claimed, or any portion thereof, are not reasonable or did not result from the delay or Flight Advancement, as determined by the Carrier, acting reasonably.

In any case, the Carrier may, in its sole discretion, issue meal, hotel and/or ground transportation vouchers to passengers affected by a delay or a Flight Advancement.

18.2 Baggage Delays

- (a) The carrier cannot guarantee that the passenger's baggage will be carried on the flight if sufficient space is not available as determined by the Carrier.
- (b) Notwithstanding the foregoing, passengers whose baggage does not arrive on the same flight as the passenger will be entitled to reimbursement from the Carrier for reasonable expenses incurred as a result of the baggage delay, subject to the following conditions:
 - i. The Carrier shall not be liable for any damages, costs, losses or expenses occasioned by delays in the delivery of baggage if the Carrier, and its employees and agents, took all measures that could reasonably be required to avoid the damage or if it was impossible for the Carrier and its employees or agents to take such measures;
 - ii. The passenger must have complied with the check-in requirements set out in Rule 21 of this tariff;

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

ISSUE DATE

March 6, 2014

EFFECTIVE DATE

March 7, 2014
Per SP No. 99014

- iii. In order to assist the Carrier in commencing the tracing of the baggage in question, the passenger is encouraged to report the delayed baggage to the Carrier as soon as reasonably practicable following the completion of the flight;
 - iv. The passenger must provide the Carrier with (a) written notice of any claim for reimbursement within 21 days of the date on which the baggage was placed at the passenger's disposal, or in the case of loss within 21 days of the date on which the baggage should have been placed at the passenger's disposal; (b) particulars of the expenses for which reimbursement is sought; and (c) receipts or other documents establishing to the reasonable satisfaction of the Carrier that the expenses were incurred;
 - v. The liability of the Carrier in the case of lost or delayed baggage shall not exceed 1,131 Special Drawing Rights (the "basic carrier liability" which is the approximate Canadian dollar equivalent of CAD\$1,800) for each passenger, unless the passenger has declared a higher value and paid the supplementary sum in accordance with Rule 11(c) of this tariff, in which case the Carrier's liability will be limited to the lesser of the value of the delayed baggage or the declared value, up to a maximum of CAD\$3,000.
- (c) After a 21 day delay, the Carrier will provide a settlement in accordance with the following rules:
- i. if no value is declared per Rule 11(c), the settlement will be for the value of the delayed baggage or 1131 SDR (the "basic carrier liability" which is the approximate Canadian dollar equivalent of CAD\$1,800), whichever is the lesser, and
 - ii. if value is declared per Rule 11(c), the settlement will be for the value of the delayed baggage or the declared sum (per Rule 11(c)) up to a maximum of \$3,000, whichever is the lesser.
 - iii. In connection with any settlement under this subsection (c), the passenger shall be required to furnish proof of the value of the delayed baggage which establishes such value to the satisfaction of the Carrier, acting reasonably.

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

ISSUE DATE

March 6, 2014

EFFECTIVE DATE

March 7, 2014
Per SP No. 99014

- (d) The Carrier may refuse or decline any claim relating to delayed baggage, in whole or in part, if:
- i. the conditions set out in subsection 18.2(b) above have not been met;
 - ii. the passenger has failed or declined to provide proof or particulars establishing, to the reasonable satisfaction of the Carrier, that the expenses claimed were incurred by the passenger and resulted from a delay for which compensation is available under this Rule 18; or
 - iii. the expenses for which reimbursement is claimed, or any portion thereof, are not reasonable or did not result from the delay, as determined by the Carrier, acting reasonably.

RULE 19. REFUNDS

(a) **Voluntary Cancellations**

If a passenger decides not to use the ticket and cancels the reservation, the passenger may not be entitled to a refund, depending on any refund condition attached to the particular fare.

For example of abbreviations, reference marks and symbols used but not explained hereon, see page 2.

ISSUE DATE

EFFECTIVE DATE

March 6, 2014

March 7, 2014
Per SP No. 99014

This is Exhibit "B" referred to in the
Affidavit of Luis Gonzalez,
Sworn before me this 3rd day of September, 2015

A handwritten signature in blue ink, appearing to be "G. S. U.", written over a horizontal line.

A Commissioner, etc.

PORTER AIRLINES INC.
DOMESTIC TARIFF

CTA(A) No. 1

**TARIFF CONTAINING RULES
APPLICABLE TO SERVICES
FOR THE TRANSPORTATION OF
PASSENGERS AND BAGGAGE OR GOODS
BETWEEN
POINTS IN CANADA**

ISSUE DATE

ISSUED BY

EFFECTIVE DATE

October 3, 2006

Michael Deluce
Executive Vice President
Porter Airlines Inc.
Toronto City Centre Airport
Toronto, Ontario
M5V 1A1

October 3, 2006

SECTION VI – REFUNDS

RULE 16 – RESPONSIBILITY FOR SCHEDULES AND OPERATIONS

- (a) The Carrier will endeavour to transport the passenger and baggage with reasonably dispatch, but times shown in timetables or elsewhere are not guaranteed and form no part of this contract.
- (b) The agreed stopping places are those places shown in the carrier's timetable as scheduled stopping places on the route. The Carrier may substitute alternative carriers or aircraft and, if necessary, may alter or omit stopping places shown in the timetable. The carrier will make reasonable efforts to inform passengers of any of the above changes, and to the extent possible, the reason for them.
- (c) Schedules are subject to change. Passengers have a right to information on flight times and schedule changes, and the Carrier will make reasonable efforts to inform passengers of flight delays, and schedule changes and, to the extent possible, the reasons for them. Carrier will also undertake to inform passengers of any advancement of departure times.
- (d) It is always recommended that the passenger communicate with the Carrier either by telephone, electronic device or via the Carrier's Web site or refer to airport terminal displays to ascertain the flight's status and departure time.

16.1 Passenger Expenses Resulting from Delays

- (a) Passengers will be entitled to reimbursement from the Carrier for reasonable expenses incurred as a result of a delay, subject to the following conditions:
 - i. The Carrier shall not be liable for any damages, costs, losses or expenses occasioned by delays if it, and its employees and agents, took all measures that could reasonably be required to avoid the damage or if it was impossible for the Carrier and its employees or agents to take such measures;
 - ii. Any passenger seeking reimbursement for expenses resulting from delays must provide the Carrier with (a) written notice of his or her claim, (b) particulars of the expenses for which reimbursement is sought and (c) receipts or other documents establishing to the reasonable satisfaction of the Carrier that the expenses were incurred; and
 - iii.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 4.

ISSUE DATE

March 12, 2015

EFFECTIVE DATE

April 1, 2015

- (b) The Carrier may refuse or decline any claim, in whole or in part, if:
- i. the passenger has failed or declined to provide proof or particulars establishing, to the reasonable satisfaction of the Carrier, that the expenses claimed were incurred by the passenger and resulted from a delay for which compensation is available under this Rule 16; or
 - ii. the expenses for which reimbursement is claimed, or any portion thereof, are not reasonable or did not result from the delay, as determined by the Carrier, acting reasonably.

In any case, the Carrier may, in its sole discretion, issue meal, hotel and/or ground transportation vouchers to passengers affected by a delay.

16.2 Baggage Delays

- (a) The carrier cannot guarantee that the passenger's baggage will be carried on the flight if sufficient space is not available as determined by the Carrier.
- (b) Notwithstanding the foregoing, passengers whose baggage does not arrive on the same flight as the passenger will be entitled to reimbursement from the Carrier for reasonable expenses incurred as a result of the baggage delay, subject to the following conditions:
- i. The Carrier shall not be liable for any damages, costs, losses or expenses occasioned by delays in the delivery of baggage if the Carrier, and its employees and agents, took all measures that could reasonably be required to avoid the damage or if it was impossible for the Carrier and its employees or agents to take such measures;
 - ii. The passenger must have complied with the check-in requirements set out in Rule 20 of this tariff;

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 4.

ISSUE DATE

October 10, 2013

EFFECTIVE DATE

October 10, 2013

- iii. In order to assist the Carrier in commencing tracing of the baggage in question, the passenger is encouraged to report the delayed baggage to the Carrier as soon as reasonably practicable following completion of the flight;
 - iv. The passenger must provide the Carrier with (a) written notice of any claim for reimbursement within 21 days of the date on which the baggage was placed at the passenger's disposal, or in the case of loss within 21 days of the date on which the baggage should have been placed at the passenger's disposal; (b) particulars of the expenses for which reimbursement is sought; and (c) receipts or other documents establishing to the reasonable satisfaction of the Carrier that the expenses were incurred;
 - v. The liability of the Carrier in the case of lost or delayed baggage shall not exceed CAD\$1,800 for each passenger, unless the passenger has declared a higher value and paid the supplementary sum in accordance with Rule 9(a) of this tariff, in which case the Carrier's liability will be limited to the lesser of the value of the delayed baggage or the declared value, up to a maximum of CAD\$3,000.
- (c) After a 21 day delay, the Carrier will provide a settlement in accordance with the following rules:
- i. if no value is declared per Rule 9(a), the settlement will be for the value of the delayed baggage or CAD\$1,800, whichever is the lesser, and
 - ii. if value is declared per Rule 9(a), the settlement will be for the value of the delayed baggage or the declared sum (per Rule 9(a)) up to a maximum of \$3,000, whichever is the lesser.
 - iii. In connection with any settlement under this subsection (c), the passenger shall be required to furnish proof of the value of the delayed baggage which establishes such value to the satisfaction of the Carrier, acting reasonably.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 4.

ISSUE DATE

October 10, 2013

EFFECTIVE DATE

October 10, 2013

- (d) The Carrier may refuse or decline any claim relating to delayed baggage, in whole or in part, if:
- i. the conditions set out in subsection 16.2(b) above have not been met;
 - ii. the passenger has failed or declined to provide proof or particulars establishing, to the reasonable satisfaction of the Carrier, that the expenses claimed were incurred by the passenger and resulted from a delay for which compensation is available under this Rule 16; or
 - iii. the expenses for which reimbursement is claimed, or any portion thereof, are not reasonable or did not result from the delay, as determined by the Carrier, acting reasonably.

RULE 17. REFUNDS

- (a) **Voluntary Cancellations** – If a passenger decides not to use the ticket and cancels the reservation, the passenger may not be entitled to a refund, depending on any refund condition attached to the particular fare.
- (b) **Involuntary Cancellations** – In the event a flight is :
- i. cancelled (whether prior to or after its commencement);
 - ii. diverted to an unscheduled destination; or
 - iii. otherwise terminated;

with the result that the ticket is partially unused, the Carrier will provide the affected passenger(s) with the remedy or remedies described in Rule 14(1) of this tariff.

For explanation of abbreviations, reference marks and symbols used but not explained hereon, see Page 4.

ISSUE DATE

October 2, 2014

EFFECTIVE DATE

October 2, 2014

This is Exhibit "C" referred to in the
Affidavit of Luis Gonzalez,
Sworn before me this 3rd day of September, 2015



A Commissioner, etc.

Airline Tariff Publishing Company, Agent

CANADIAN GENERAL RULES TARIFF NO. CGR-1

Original Page PD-20

PORTER AIRLINES
SECTION I - GENERAL RULES

CRULE 80PD (N) RESPONSIBILITY FOR SCHEDULES AND OPERATIONS

- (A) The carrier will endeavor to transport the passenger and baggage with reasonable dispatch, but times shown in timetables or elsewhere are not guaranteed.
- (B) The agreed stopping places are those places shown in the carrier's timetable as scheduled stopping places on the route. The Carrier may substitute alternative carriers or aircraft and, if necessary, may alter or omit stopping places shown in the timetable. The carrier will make reasonable efforts to inform passengers of any of the above changes, and to the extent possible, the reason for them.
- (C) Passengers have a right to information on flights times and schedule changes. In the event of a delay or schedule change, the carrier will make reasonable efforts to inform the passengers of delays and schedule changes, and, to the extent possible, the reasons for them, including that the Carrier will undertake to inform passengers of advancements of scheduled flight departures.
- (D) If a delay occurs after passengers have boarded the aircraft, the Carrier will offer drinks and snacks if it is safe, practical and timely to do so. If the delay exceeds 90 minutes and circumstances permit, the Carrier will offer passengers the option of disembarking from the aircraft until it is time to depart.
- (E) **Passenger Expenses Resulting from Delays and Flights Advancements**
For the purposes of (E), "Flight Advancement" shall mean an advancement of the scheduled flight departure by more than the minimum period for the passenger to check in pursuant to Rule 95 of this Tariff.

Passengers will be entitled to reimbursement from the Carrier for reasonable expenses incurred as a result of a delay or a Flight Advancement, subject to the following conditions:

- (1) The Carrier shall not be liable for any damages, costs, losses or expenses occasioned by delays or Flight Advancements if it, and its employees and agents, took all measures that could reasonably be required to avoid the damage or if it was impossible for the Carrier and its employees or agents to take such measures;
 - (2) Any passenger seeking reimbursement for expenses resulting from delays or Flight Advancement must provide the Carrier with (A) written notice of his or her claim, (B) particulars of the expenses for which reimbursement is sought and (C) receipts or other documents establishing to the reasonable satisfaction of the Carrier that the expenses were incurred; and
 - (3) The Carrier may refuse or decline any claim, in whole or in part, if:
 - (a) the passenger has failed or declined to provide proof or particulars establishing, to the reasonable satisfaction of the Carrier, that the expenses claimed were incurred by the passenger and resulted from a delay or Flight Advancement for which compensation is available under Rule 80, or
 - (b) The expenses for which reimbursement is claimed, or any portion thereof, are not reasonable or did not result from the delay or Flight Advancement, as determined by the Carrier, acting reasonably.
 - (4) In any case, the Carrier may, in its sole discretion, issue meal, hotel and/or ground transportation vouchers to passengers affected by a delay or a Flight Advancement.
- (F) **Baggage Delays**
- (1) The carrier cannot guarantee that the passenger's baggage will be carried on the flight if sufficient space is not available as determined by the Carrier.
 - (2) Notwithstanding the foregoing, passengers whose baggage does not arrive on the same flight as the passenger will be entitled to reimbursement from the Carrier for reasonable expenses incurred as a result of the baggage delay, subject to the following conditions:
 - (a) The Carrier shall not be liable for any damages, costs, losses or expenses occasioned by delays in the delivery of baggage if the Carrier, and its employees and agents, took all measures that could reasonably be required to avoid the damage or if it was impossible for the Carrier and its employees or agents to take such measures;
 - (b) the passenger must have complied with the check-in requirements set out in Rule 95 of this tariff;
 - (c) In order to assist the Carrier in commencing the tracing of the baggage in question, the passenger is encouraged to report the delayed baggage to the Carrier as soon as reasonably practicable following the completion of the flight;
 - (d) The passenger must provide the Carrier with (a) written notice of any claim for reimbursement within 21 days of the date on which the baggage was placed at the passenger's disposal, or in the case of loss within 21 days of the date on which the baggage should have been placed at the passenger's disposal; (b) particulars of the expenses for which reimbursement is sought; and (c) receipts or other documents establishing to the reasonable satisfaction of the Carrier that the expenses were incurred;

(Continued on next page)

For unexplained abbreviations, reference marks and symbols see Pages 7 through 8.

ISSUED: September 4, 2014

EFFECTIVE: October 19, 2014

Airline Tariff Publishing Company, Agent

Original Page PD-21

CANADIAN GENERAL RULES TARIFF NO. CGR-1

PORTER AIRLINES
SECTION I - GENERAL RULES

CRULE 80PD (N) RESPONSIBILITY FOR SCHEDULES AND OPERATIONS (Continued)

(F) Baggage Delays (Continued)

(2) (Continued)

- (e) The liability of the Carrier in the case of lost or delayed baggage shall not exceed 1,131 Special Drawing Rights (the "basic carrier liability" which is the approximate Canadian dollar equivalent of CAD \$1,800) for each passenger, unless the passenger has declared a higher value and paid the supplementary sum in accordance with rule 40 (C) of this tariff, in which case the Carrier's liability will be limited to the lesser of the value of the delayed baggage or the declared value, up to a maximum of CAD \$3,000.
- (3) After a 21 day delay, the Carrier will provide a settlement in accordance with the following rules:
- (a) If no value is declared per Rule 40 (C), the settlement will be in for the value of the delayed baggage or 1131 SDR (the "basic carrier liability" which is the approximate Canadian dollar equivalent of CAD \$1,800), whichever is the lesser, and
- (b) If the value declared per Rule 40 (C), the settlement will be for the value of the delayed baggage or the declared sum (per Rule 40 (C)) up to a maximum of \$3,000, whichever is the lesser.
- (c) In connection with any settlement under this Rule 80(3)(c), the passenger shall be required to furnish proof of the value of the delayed baggage which establishes such value to the satisfaction of the Carrier, acting reasonably.
- (4) The Carrier may refuse or decline any claim relating to delayed baggage, in whole or in part, if:
- (a) the conditions set out in Rule 80(F)(2) above have not been met;
- (b) The passenger has failed or declined to provide proof or particulars establishing, to the reasonable satisfaction of the Carrier, that the expenses claimed were incurred by the passenger and resulted from a delay for which compensation is available under rule 80; or
- (c) the expenses for which reimbursement is claimed, or any portion thereof, are not reasonable or did not result from the delay, as determined by the Carrier, acting reasonably.

CRULE 85PD (N) REFUNDS

(A) Voluntary Cancellations

If a passenger decides not to use the ticket and cancels the reservation, the passenger may not be entitled to a refund, depending on any refund condition attached to the particular fare.

(B) Involuntary Cancellations

Refer to Rule 65 Carrier cancellation, Change and refund Terms for applicable terms and conditions.

For unexplained abbreviations, reference marks and symbols see Pages 7 through 8.

ISSUED: September 4, 2014

EFFECTIVE: October 19, 2014

This is Exhibit "D" referred to in the
Affidavit of Luis Gonzalez,
Sworn before me this 3rd day of September, 2015



A Commissioner, etc.

Caldwell, Alexandra

From: Greg Sheahan <greg.sheahan@flyporter.com>
Sent: August-10-15 11:02 AM
To: Agarwal, Rahool; McCoomb, Andrew
Subject: FW: Porter's policy with respect to baggage delay

-----Original Message-----

From: Gabor Lukacs [mailto:dr.gabor.lukacs@gmail.com] On Behalf Of Gabor Lukacs
Sent: Wednesday, August 05, 2015 6:02 PM
To: Robert Deluce
Cc: Ted Nobbs; Greg Sheahan
Subject: RE: Porter's policy with respect to baggage delay

Bob,

First, the recording is unambiguous in that the agent stated that no compensation, other than the \$25/day voucher, would be provided.

Second, I was not making suggestions; I am **demanding** that you take corrective measures in relation to having shortchanged the travelling public by approximately \$4,000,000 per year. Here is my back-of-the-envelope calculation:

1. Porter claims to have transported approximately 10 million passengers per year.
2. About 3-6 out of 1000 bags are mishandled. As a conservative estimate, let's make it 2. That means 20,000 mishandled bags per year. (Of course, you are welcome to provide your own statistics.)
3. If each of these passengers incurs, on average, \$200 in out-pocket expenses, then we are talking about \$4,000,000 per year.

Third, upon closer review, it turns out that Porter is also misleading the public about its liability for damaged baggage:

<https://archive.is/4rR09>

While defrauding customers may be the way to do business in certain parts of the world (for example, in Hungary, where I was born), such conduct is not tolerated in Canada.

So, on a going forward basis, I am offering you two options:

(i) we work together to find a way to invite Porter passengers whose bags were delayed, and who were misled to believe that they were not entitled to compensation, to make a claim;

OR

(ii) we go to the CTA, and I seek an order pursuant to s. 67.1(c) of the CTA and s. 113.1(a) of the ATR.

My goal is not to tarnish Porter's reputation, but rather to have this matter corrected as quickly and amicably as possible. Thus, I would prefer if you would do the right thing and agree to proceed in a manner set out in (i).

Having said that, I am sure you know me well enough to know I do not make idle threats: if you are not willing to work with me to indemnify the thousands of passengers that were shortchanged, I will take this matter to the CTA, and if necessary, even to the FCA.

The choice is yours.

Best wishes,
Gabor

--

Dr. Gabor Lukacs
Air Passenger Rights
Tel: (647) 724 1727
Fax: (902) 404 5644

On Wed, 5 Aug 2015, Robert Deluce wrote:

> Gabor,
>
> Many thanks for your suggestion. Our baggage claims department and our
> customer service representatives will continue administering any lost
> baggage claims in accordance with our stated tariff. I listened to
> your call with our call centre agent. The individual you reached
> tried hard to be as helpful and courteous as possible in referring you
> to our lost baggage claim number and provided you with the
> corresponding email address so that you could get assistance
> processing your fictitious claim. If you have actually lost any
> baggage and want to put forward a claim, don't hesitate to do so.
>
> Best regards,
>
> Bob
>
>
> Robert Deluce
> President and Chief Executive Officer
>
> Porter Airlines Inc.
> Billy Bishop Toronto City Airport
> Toronto, Ontario
> Canada M5V 1A1
>
> Tel: (416) 619-8500
> Fax: (416) 203-8150
> Mobile: (416) 399-3332
> Email: robert.deluce@flyporter.com
> www.flyporter.com
>
>
>
>
>

> This e-mail may contain confidential information which may be
> protected by legal privilege.
> If you are not the intended recipient, please immediately notify us by
> reply e-mail or by telephone (collect if necessary), delete this
> e-mail and destroy any copies.
>
>
>
> -----Original Message-----
> From: Gabor Lukacs [mailto:dr.gabor.lukacs@gmail.com] On Behalf Of
> Gabor Lukacs
> Sent: August-05-15 2:03 PM
> To: Robert Deluce
> Cc: Ted Nobbs; Greg Sheahan
> Subject: RE: Porter's policy with respect to baggage delay
>
> Dear Bob,
>
> Thank you for acknowledging that the policy on Porter Airlines'
> website is inconsistent with the airline's policy as set out in its
> tariffs.
>
> I am struggling to reconcile your claim that Porter has been following
> what is in its tariff in the past years with what I have been told
> just an hour ago by Porter's agent:
>
> [https://soundcloud.com/airpassengerrights/porter-airlines-caught-lying-
> -about-delayed-baggage-compensation](https://soundcloud.com/airpassengerrights/porter-airlines-caught-lying-about-delayed-baggage-compensation)
>
> In light of the misleading information that has been communicated to
> the public, I am requesting that, in addition to updating the website,
> Porter Airlines also issue a public statement, and invite the
> customers whose bags were delayed in the past 2 years to submit their
> claims now if they have not done so before. I will be happy to assist
> you in reviewing the wording of the statement.
>
> I look forward to hearing from you.
>
> Best wishes,
> Gabor
>
>
> --
> Air Passenger Rights
> Tel: (647) 724 1727
> Fax: (902) 404 5644
>
>
>
>
>
>
>
>
>
> On Wed, 5 Aug 2015, Robert Deluce wrote:
>
>> Dear Gabor,
>>
>> Thank you very much for bringing this outdated web page to our
>> attention.
>> As you have pointed out, the summary on our web page is inconsistent

>> with Porter's actual baggage delay policy, as reflected in in our tariffs.
>> This was an unfortunate oversight on our part but for clarity, I want
>> you to know that Porter has consistently applied the latter policy
>> as reflected in our amended tariff and not that reflected on the
>> outdated web page. In particular, (a) the timeline for reporting
>> baggage delay claims is 21 days, (b) the timeline after which baggage
>> will be considered lost is 21 days, and (c) the vouchers for
>> \$25.00/day are provided in addition to, and not in lieu of,
>> reimbursement for expenses resulting from baggage delays.

>>
>> We are in the process now of preparing revisions to the indicated
>> page (English and French), which we will publish shortly. I will ask
>> Greg to let you know once that has actually been amended but I am
>> hopeful that the changes will go live this week.

>> I hope all else is well with you and that you are enjoying your summer.

>> Best regards,

>> Bob

>> Robert Deluce
>> President and Chief Executive Officer

>> Porter Airlines Inc.
>> Billy Bishop Toronto City Airport
>> Toronto, Ontario
>> Canada M5V 1A1

>> Tel: (416) 619-8500
>> Fax: (416) 203-8150
>> Mobile: (416) 399-3332
>> Email: robert.deluce@flyporter.com
>> www.flyporter.com

>> This e-mail may contain confidential information which may be
>> protected by legal privilege.
>> If you are not the intended recipient, please immediately notify us
>> by reply e-mail or by telephone (collect if necessary), delete this
>> e-mail and destroy any copies.

>> -----Original Message-----

>> From: Gabor Lukacs [mailto:lukacs@AirPassengerRights.ca]
>> Sent: August-04-15 12:40 PM
>> To: Greg Sheahan
>> Cc: Ted Nobbs; Robert Deluce
>> Subject: Porter's policy with respect to baggage delay

>> Mr. Sheahan:

>> It has come to my attention that Porter Airlines applies the
>> following policy with respect to baggage delays, contrary to what is

>> set out in its Domestic and International Tariffs and the Montreal Convention:
>>
>> * Delayed luggage must be reported to Porter in writing within 4 hours of
>> the passenger's arrival at the destination airport.
>>
>> * Passengers receive a voucher for \$25.00/day up to 5 days of delay
>>
>> * No additional sum is paid for expenses or incidentals incurred as
>> a result of the delayed luggage.
>>
>> * If the baggage is not found in 30 days, then it is treated as lost,
>> and
>> settled accordingly.
>>
>> (<https://www.flyporter.com/Travel/Baggage-Claim-Delayed?culture=en-CA>
>>)
>>
>> I am requesting that Porter Airlines comply, without delay, with what
>> is set out in its tariff and remove this misleading and false
>> information from its website, which is blatant breach of s. 18(b) of
>> the ATR.
>>
>> Kindly please confirm the receipt of this message, and advise as to
>> the steps that Porter Airlines will be taking to comply with the law.
>>
>> Yours very truly,
>> Dr. Gabor Lukacs
>>
>>
>> --
>> Dr. Gabor Lukacs
>> Air Passenger Rights
>> Tel: (647) 724 1727
>> Fax: (902) 404 5644
>>
>

This is Exhibit "E" referred to in the
Affidavit of Luis Gonzalez,
Sworn before me this 3rd day of September, 2015

A handwritten signature in blue ink, appearing to be "Luis Gonzalez", written over a horizontal line.

A Commissioner, etc.

- Airport Information
- Check-In Times
- Baggage
 - Carry-On
 - Checked
 - GatePorter
 - Packing Requirements
 - 30 Minute Delivery Guarantee
- Baggage Claim
 - Delayed
 - Damaged
 - Liability
 - Lost and Found
- Special Items & Needs
- Security Screening
- Car Rentals
- Travel Insurance
- FAQ
- Browser & Device Requirements

Baggage Information

Please note that additional baggage restrictions may be imposed at the airport without prior notice.

Delayed

Porter successfully carries baggage to thousands of passengers each year. Sometimes, due to unforeseen circumstances, baggage may be delayed in transit. If this occurs, please be advised of the following:

- To assist with the prompt location and delivery of delayed baggage, passengers are encouraged to report delayed luggage to Porter in writing within 4 hours of the passenger's arrival at the destination airport, or otherwise as soon as practicable.
- If a claim is made at the airport, our agents will complete a Baggage Irregularity Report. You will be asked for contact information and a description of the bag and its contents in order to assist us in locating the bag.
- Porter will not be liable for any claim or action unless a written report is filed in accordance with the terms set out in the tariff.
- Most delayed luggage will be recovered and delivered to you within hours. If your luggage has not been returned to you after 24 hours, you will be issued an electronic voucher worth \$25.00 per day for up to 5 days.
- Where applicable, reimbursement for reasonable expenses or incidentals incurred as a result of the delayed luggage will be provided to the affected passenger in accordance with our tariff.
- If your bag has not been located after 21 days, a list of the bag's contents along with available receipts must be provided. The list will be evaluated for settlement in accordance with our tariff (see [Liability](#) limitations).

Tracking your baggage claim

To find out the status of your baggage claim, you can track your [claim status online](#) with the baggage claim number that was issued to you.

Email / VIPorter # / Username
 Email / VIPorter # / Username
 Password
 Password [Forgot Password?](#)
 Remember Me

[Book Flights](#)



[Flight Status](#)



[Web Check-in](#)



[Fly Free](#)

[Gift Certificates](#)



[VIPorter](#)

[Buy Passes](#)



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This is Exhibit "F" referred to in the
Affidavit of Luis Gonzalez,
Sworn before me this 3rd day of September, 2015



A Commissioner, etc.

porter

AIRPORT OPERATIONS BULLETIN AOB#15-018 Date: 07AUG15

SUBJECT: Delayed or Lost Baggage Compensation

Recently, concerns were raised in regards to how Porter was communicating our compensation guidelines for delayed or lost baggage.

It is critical that all agents are able to provide the correct information on compensation guidelines, or direct the passenger to the appropriate information. All baggage compensation guidelines can be found in Porter's Tariff and on our website.

Website: <https://www.flyporter.com/Travel/Baggage-Claim-Delayed?culture=en-CA>

Delayed

Porter successfully carries baggage to thousands of passengers each year. Sometimes, due to unforeseen circumstances, baggage may be delayed in transit. If this occurs, please be advised of the following:

- To assist with the prompt location and delivery of delayed baggage, passengers are encouraged to report delayed luggage to Porter in writing within 4 hours of the passenger's arrival at the destination airport, or otherwise as soon as possible.
- If a claim is made at the airport, Customer Service Agents will complete a Baggage Irregularity Report. The passenger will be asked for contact information and a description of the bag and its contents in order to assist in locating the bag.
- Porter will not be liable for any claim or action unless a written report is filed in accordance with the terms set out in the tariff.
- Most delayed luggage will be recovered and delivered to the passenger within hours. If luggage has not been returned after 24 hours, the passenger will be issued an electronic voucher worth \$25.00 per day for up to 5 days.
- The passenger will receive a \$25.00 voucher for delayed baggage after 30 minutes per our Baggage Guarantee Policy.
- **Where applicable, reimbursement for reasonable expenses or incidentals incurred as a result of the delayed luggage will be provided to the affected passenger in accordance with our tariff.**
- If your bag has not been located after 21 days, a list of the bag's contents along with available receipts must be provided. The list will be evaluated for settlement in accordance with our tariff.

If you get a question regarding compensating expenses while the bag is delayed - Porter will (in addition to the delayed baggage voucher of \$25 per each 24 hour period the bag was delayed), reimburse for reasonable expenses and incidental costs incurred as a result of the delay. Receipts need to be submitted to YTZ baggage for assessment and reimbursement processing.

Tariff: <https://www.flyporter.com/Travel/Conditions-Of-Carriage?culture=en-CA>

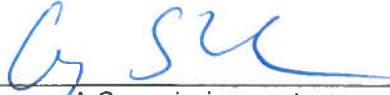
Liability

For domestic travel Porter's maximum liability for lost baggage and lost contents from damage is \$1800.00 per person per incident. Porter will require proof of loss.

For international travel originating in Canada including round trips, Porter's liability will be subject to the provisions of the Montreal Convention which prescribes a maximum compensation per passenger of 1131 special Drawing Rights (SDR). Porter will require proof of loss.

The carrier will not accept fragile, valuable or perishable articles including money, jewelry, cameras, video and electronic equipment, silverware, negotiable instruments, business documents, samples, medications, paintings, antiques, furs, manuscripts or similar items in checked baggage or when otherwise placed in the care of the carrier.

This is Exhibit "G" referred to in the
Affidavit of Luis Gonzalez,
Sworn before me this 3rd day of September, 2015

A handwritten signature in blue ink, appearing to be 'G. S. U.', written over a horizontal line.

A Commissioner, etc.

From: flyporter@flyporter.com
Sent: Thursday, September 03, 2015 2:40 PM
To:
Subject: An important message from Porter Airlines / Un message important de Porter

porter

Dear Porter Customer,

You are receiving this email because our records indicate that you traveled with Porter and a checked bag was mishandled - i.e. the bag did not arrive with you on your flight.

While most cases of mishandled bags are resolved within 24 hours, Porter recognizes that in some cases passengers may need to incur expenses due to the delay of their bags - e.g. for toiletries or other necessary items - while they await the location and return of their bags. In these circumstances, the affected passengers are entitled to reimbursement for such reasonable expenses from Porter, as stated in Porter's tariffs published on our website at <https://www.flyporter.com/Travel/Conditions-Of-Carriage>.

Porter's policy regarding delayed bags is also summarized at <https://www.flyporter.com/Travel/Baggage-Claim-Delayed>. Porter recently became aware that the summary on the latter web page contained incorrect information about passengers' eligibility for reimbursement of such expenses from Porter. The web page has since been corrected, and we are taking this opportunity to reach out to our customers who may have relied on the incorrect web page to advise you of our policy to reimburse passengers for reasonable expenses resulting from the delayed delivery of their bags.

If you incurred expenses as a result of the delayed delivery of your baggage on your Porter flight between February 1, 2013 and August 6, 2015 and have not previously submitted a claim, you may submit a request for compensation to baggage2015@flyporter.com by February 29, 2016 which includes the following information:

1. Passenger first and last name (as indicated on the reservation)
2. Date of travel
3. Route traveled (origin and destination)
4. List of items purchased and the amount paid for each, attaching receipts or other supporting evidence

Should you submit any such claims, please allow time for review and processing, following which our Baggage team will respond to you at the email address from which the claim is submitted.

As always, we thank you for choosing Porter and look forward to welcoming you on board in the future.

Porter Customer Care

Cher client,
Chère cliente,

Vous recevez ce courriel parce que, lors d'un vol à bord de Porter, votre bagage enregistré n'est pas arrivé sur le même vol que vous.

Bien que la plupart des cas de bagages mal acheminés soient résolus dans les 24 heures, Porter reconnaît que certains passagers doivent engager des dépenses pendant qu'ils attendent leur bagage livré en retard : achat d'articles de toilette ou autres. Ces passagers ont droit au remboursement de frais raisonnables selon les tarifs publiés sur notre site à <https://www.flyporter.com/Travel/Conditions-Of-Carriage>.

La politique de Porter sur les bagages en retard est résumée à <https://www.flyporter.com/Travel/Baggage-Claim-Delayed>. Porter a récemment pris connaissance que ce résumé contenait des renseignements inexacts au sujet de l'admissibilité des passagers au remboursement de leurs dépenses. Cette page a été corrigée. Nous en profitons pour communiquer avec nos clients qui auraient pu se fier à cette page Web inexacte afin de les informer de notre politique de remboursement en cas de retard dans la livraison de bagages.

Si vous avez engagé des dépenses à la suite d'un retard dans la livraison de bagages lors d'un vol Porter entre le 1er février 2013 et le 6 août 2015 et que vous n'avez pas encore présenté de réclamation, vous pouvez soumettre une demande d'indemnisation à baggage2015@flyporter.com d'ici le 29 février 2016. Vous devez fournir les renseignements suivants :

1. Prénom et nom du passager (sur la réservation)
2. Date du voyage
3. Itinéraire (origine et destination)
4. Articles achetés et montants avec pièces justificatives.

Nous vous prions de nous accorder le temps de bien traiter votre demande. Notre équipe responsable des bagages vous répondra à l'adresse courriel de votre demande.

Nous vous remercions d'avoir choisi Porter et espérons avoir le plaisir de vous accueillir de nouveau à bord.

Service à la clientèle de Porter

This is Exhibit "H" referred to in the
Affidavit of Luis Gonzalez,
Sworn before me this 3rd day of September, 2015

A handwritten signature in blue ink, appearing to be "L. S. U.", written over a horizontal line.

A Commissioner, etc.

A recording of the phone conversation between Ms. Natalie Bambury and a Porter Agent dated July 23, 2015 is provided separately as an attachment to the email containing Porter's Answer.

This is Exhibit "I" referred to in the
Affidavit of Luis Gonzalez,
Sworn before me this 3rd day of September, 2015

A handwritten signature in blue ink, appearing to be "L. S. C.", written above a horizontal line.

A Commissioner, etc.

A recording of the phone conversation between Ms. Natalie Bambury and a Porter Agent dated July 30, 2015 is provided separately as an attachment to the email containing Porter's Answer.

This is Exhibit "J" referred to in the
Affidavit of Luis Gonzalez,
Sworn before me this 3rd day of September, 2015

A handwritten signature in blue ink, appearing to read "Luis Gonzalez", written over a horizontal line.

A Commissioner, etc.

/sp

TELEPHONE CONVERSATION BETWEEN
FLOREEN AND NATALIE BAMBURY

1 FLOREEN: Welcome aboard, Porter
2 Airlines. Floreen speaking. How may I help?

3 MS. BAMBURY: Yes, I lost a bag
4 yesterday with you guys. I have been calling since
5 last night, and I'm not getting help with anybody.

6 FLOREEN: Okay. So do you have a
7 confirmation number I can take a look at, and just
8 go through a few procedures with you?

9 MS. BAMBURY: The day we went through
10 [inaudible] that I signed, and I think she must have
11 a second...an extra number for her, and I don't
12 think I took the piece of paper she handed because
13 she separated this, a white copy, a yellow copy and
14 a pink, and because we had separated it she took my
15 piece of paper to write down a number and I don't
16 think I got it back from her.

17 FLOREEN: Okay.

18 MS. BAMBURY: But I can give you the
19 employee's name. I could give you her number. My
20 memory is very good for that, and I can also give
21 you her lead's name for last night.

22 FLOREEN: That's fine. No, that
23 unfortunately would not be of much assistance to me.

24 MS. BAMBURY: Okay.

25 FLOREEN: Now, what I can advise you of,

1 once you have filled out a baggage irregularity
2 report, which you're referring to...

3 MS. BAMBURY: Which I did, yes.

4 FLOREEN: Perfect, that information has
5 your contact details.

6 MS. BAMBURY: Yes, it does.

7 FLOREEN: Now once a bag is located,
8 that information that they will forward to.

9 MS. BAMBURY: All right, okay. I don't
10 know. Can you look...what they feel happened, we
11 flew from St. John's...

12 FLOREEN: Yes.

13 MS. BAMBURY: ...and arrived here in
14 Halifax and they feel the bag might have got left in
15 St. John's and didn't get put the aircraft after
16 all. Can you look into it or is there a number in
17 St. John's airport for Porter for baggage lost that
18 I can call or look into myself?

19 FLOREEN: Okay. Now, for me directly I
20 would go through them. So I can provide you with
21 the baggage line.

22 MS. BAMBURY: Okay.

23 FLOREEN: And you can contact them. It
24 is the head office...so the head office. So there
25 is no line in St. John's that requires baggage

1 inquiry, or picks baggage inquiry, but there is one
2 in Toronto that all baggage irregularity
3 information...

4 MS. BAMBURY: Now, I went through them
5 last night, and they told me because they're in
6 Toronto that they could not help me.

7 FLOREEN: Wow.

8 MS. BAMBURY: Yes. So I'm very lost as
9 to what to do right now. I have...I'm here on a
10 five-day trip and this is our fourth day, and I have
11 not heard anything about my luggage, and I have been
12 calling. My brother has been calling. My boyfriend
13 has been calling. We have tried.

14 FLOREEN: You said this happened last
15 night.

16 MS. BAMBURY: This happened last night,
17 and we have been on the phone steady since last
18 night.

19 FLOREEN: Okay. Now...

20 MS. BAMBURY: Yes, it
21 happened...actually what time did we arrive, Nova
22 Scotia time? Around 4:30 Nova Scotia time, so
23 yesterday afternoon, and there was supposed to be a
24 flight in St. John's...from St. John's arriving Nova
25 Scotia time 9:30. They said if the bag is left in

1 St. John's by chance that they could have it sent
2 with the flight that's arriving at 9:30, but I have
3 not heard anything.

4 FLOREEN: Well, the flights last night
5 were cancelled. That much I can tell you. So may I
6 have your last...sorry?

7 MS. BAMBURY: What was it? I couldn't
8 hear...understand what you said, sorry.

9 FLOREEN: No, no, I'm saying the flights
10 last evening. So right after that, their flights
11 out of St. John's were cancelled.

12 MS. BAMBURY: Okay.

13 FLOREEN: May I have the last name
14 of...may I have your last name, please?

15 MS. BAMBURY: Sure, Bambury, first name
16 Natalie.

17 FLOREEN: Okay. So as of now, Natalie,
18 I'm not seeing any updates on your name to say that
19 the bag has been retrieved. So the only way to go
20 about it, unfortunately, is with the baggage claims
21 department. You can request to speak with a
22 supervisor, but I do know, once a bag is retrieved
23 or arrives in Halifax, they will contact you based
24 on the number you added to the irregularity report.

25 MS. BAMBURY: Yes, okay, all right. So

1 there is no report came in, no new information.

2 FLOREEN: No new information, that's
3 right.

4 MS. BAMBURY: All right. Did you say
5 you could put through to a supervisor, I believe, in
6 St. John's or something like that?

7 FLOREEN: No.

8 MS. BAMBURY: Oh, I must have...

9 FLOREEN: Right, baggage department or
10 baggage claims is only in Toronto. Everything goes
11 through Toronto.

12 MS. BAMBURY: Only in Toronto.

13 FLOREEN: Right. You mentioned that you
14 spoke with someone in Toronto and they say they
15 could not assist?

16 MS. BAMBURY: And they said they could
17 not help me, no. So what do I do from...

18 FLOREEN: What is the number you
19 dialled?

20 MS. BAMBURY: 416...let me see. Do you
21 see that number there James? One second now. I
22 have got a bunch of numbers here. It was...it
23 started with 416. Now I'm just going to look to see
24 if I can find it there. 416-619-8584.

25 FLOREEN: Well, that...

1 MS. BAMBURY: Is that the correct
2 number?

3 FLOREEN: That is the exact number and
4 for someone to say they cannot assist, that is...

5 MS. BAMBURY: They said they couldn't
6 help me. It's terrible, yes, it is. Yes, so I
7 don't know.

8 FLOREEN: So that's the same number. I
9 will recommend that you give a call and talk with a
10 supervisor. So there has to be...there is no way
11 that Toronto would say they cannot assist.

12 MS. BAMBURY: Okay, whoever answered
13 said that, but maybe whether they were supposed to
14 or not, but they did say that.

15 FLOREEN: Right, right. So what I can
16 direct is you have the baggage irregularity report
17 in...

18 MS. BAMBURY: No, I don't have a copy of
19 the report. Like I say, the lady...I wrote down
20 another number for her and I think just in the
21 stress and haste of it all, I think I left the piece
22 of paper with her.

23 Like I say, I know the employee's name and
24 I know her number. I have an excellent memory.

25 FLOREEN: Okay, no problem. So with all

1 that information you have that will assist. I will
2 just be transferring you over, and once you get to
3 them, you speak with a supervisor, but I do know
4 they will contact you on that number.

5 MS. BAMBURY: Well, okay. All right.

6 FLOREEN: The number that you can be
7 reached at in Halifax...at that number?

8 MS. BAMBURY: I am leaving today and
9 going to Halifax, because I'm actually in Greenwood,
10 Nova Scotia right now, but they do have my primary
11 number, my cell number with a star by it, is 709...a
12 Newfoundland number, 709...well, 1 in front of it,
13 1-709-685-6061.

14 FLOREEN: Now, did you put an address
15 that they could send the bags to?

16 MS. BAMBURY: Yes, I certainly did,
17 which was...

18 FLOREEN: Okay, wonderful. I just
19 wanted to add the number again, so that they have a
20 number when they take a look at the file. It is
21 already noted that you did inquire this morning.

22 MS. BAMBURY: Oh, morning. I have been
23 inquiring since last night. I have had, like I
24 said, myself call, my brother call, my boyfriend
25 call. We have tried.

1 FLOREEN: I'm not seeing any notes on
2 this file before. So I am adding a note on your
3 booking.

4 MS. BAMBURY: Okay. So there was no
5 notes made from the calls last night?

6 FLOREEN: On last evening it just noted
7 that your bag did not arrive on the flight.

8 MS. BAMBURY: Okay, right.

9 FLOREEN: Nothing added since this
10 morning that you had called this morning.

11 MS. BAMBURY: So anything added that I
12 had called last night?

13 FLOREEN: No, it just shows that your
14 bag wasn't on the flight, and the lead at the
15 airport is still trying to locate the bag, and that
16 was at 8:40.

17 MS. BAMBURY: Okay, at 8:40 this
18 morning?

19 FLOREEN: P.M., last evening.

20 MS. BAMBURY: Oh, last night. Okay, is
21 the lead still the same person, Jackie St. Croix?

22 FLOREEN: Well, with...I lost the
23 number. Well, it's not showing a lead name. It
24 just shows that the lead is still trying to locate
25 the baggage.

1 MS. BAMBURY: Okay. Is there any way I
2 can speak to her or have her a number direct to her?

3 FLOREEN: Well, there is not a number
4 direct for the Halifax airport, unless you wanted to
5 call information there, but they won't be able to
6 transfer you to an agent if they're at the counters
7 or so, but information...the airport information,
8 Porter doesn't have a direct number at the airport.

9 MS. BAMBURY: Oh, for God's sakes. All
10 right, I guess put me through to Toronto, I guess.

11 FLOREEN: Okay, so you would mind just
12 repeating your direct number for me to make sure I
13 have it, 709?

14 MS. BAMBURY: 709-685-6061.

15 FLOREEN: Perfect. So I have that, and
16 I'm just sending that over as well.

17 MS. BAMBURY: Okay, and who am I
18 speaking with?

19 FLOREEN: My name is Floreen.

20 MS. BAMBURY: Floreen, okay, F-L-O-R-I-
21 N-E?

22 FLOREEN: E-E-N.

23 MS. BAMBURY: E-E-N, Floreen, okay, and
24 do you have a number or last name or...

25 FLOREEN: Only Floreen, that works with

1 Porter. So they won't miss me.

2 MS. BAMBURY: Floreen with Porter, okay,
3 fair enough. One second please [inaudible].

4 FLOREEN: Okay, one moment, please.

5 MS. BAMBURY: Can I get the confirmation
6 or incident number for the baggage irregularity?

7 FLOREEN: I do not have that. That is
8 only at the airport.

9 MS. BAMBURY: Okay, is there anyone at
10 the airport that can get that for me?

11 FLOREEN: There should be, but there is
12 no number for them, but once you speak to Toronto
13 and they have your details, they will be able to
14 look that up or do their internal inquiry to get all
15 the information because you don't have a paper.
16 This is reservation department.

17 MS. BAMBURY: Okay.

18 FLOREEN: So all I have is your booking
19 that you flew in. It is noted on the file since
20 last night that your bag did not arrive in Halifax.

21 MS. BAMBURY: All right.

22 FLOREEN: So I am just adding that we
23 spoke. I took your number and I advised you to
24 contact baggage claims.

25 MS. BAMBURY: Okay, all right. Okay,

1 thank you.

2 FLOREEN: You're welcome.

3 MS. BAMBURY: Can you put me through to
4 Toronto now?

5 FLOREEN: Absolutely, one moment.

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10 I hereby certify the foregoing to be a true and accurate
transcription of the
11 above noted telephone recording transcribed by us on the 1st DAY OF
SEPTEMBER,
12 2015 to the best of our skill, ability and understanding.

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Certified Correct:

Chris Orr
Production Manager

This is Exhibit "K" referred to in the
Affidavit of Luis Gonzalez,
Sworn before me this 3rd day of September, 2015



A Commissioner, etc.

/sp

TELEPHONE CONVERSATION BETWEEN
JADE AND NATALIE BAMBURY

1 JADE: Welcome aboard, Porter Airlines.
2 Jade speaking. How may I help you?

3 MS. BAMBURY: Yes, I just need...
4 actually, I have lost a piece of luggage with you
5 guys. I need my confirmation number for when I flew
6 from St. John's to Halifax. If there is any
7 identification questions you want to ask me for
8 privacy and confidentiality, you certainly can.

9 JADE: Okay, do you have the credit card
10 number?

11 MS. BAMBURY: Oh, God, that would be my
12 boyfriend's. I will have to get him to get it. Is
13 there anything else that you go by or it has to be
14 credit card number, I guess?

15 JADE: Precisely, yes, either the
16 confirmation number or the credit card number,
17 because searching you up any other way would
18 be...searching up a passenger any other way is
19 considered a security breach, which is definitely
20 not allowed.

21 MS. BAMBURY: Oh [inaudible].

22 JADE: Yes.

23 MS. BAMBURY: Okay, and also actually
24 maybe you might be able to help me with this. With
25 my luggage lost, where would I forward the receipt

1 to exactly for everything I had to replace?

2 JADE: You say that you lost your
3 luggage. Is that it?

4 MS. BAMBURY: Yes, I did, yes.

5 JADE: Did you fill out a...sorry, just
6 give me one second. For the luggage...now, did you
7 end up filling out a baggage incident report?

8 MS. BAMBURY: Yes, I certainly did, yes.
9 I have got that number, if that helps.

10 JADE: Okay, and did they provide you
11 with an e-mail address to contact someone regarding
12 your lost items?

13 MS. BAMBURY: No, they did not. They
14 gave me a number for Halifax airport, but no e-mail,
15 no.

16 JADE: Okay, well, I do have an e-mail
17 address here for you.

18 MS. BAMBURY: Okay.

19 JADE: It's lostandfound@
20 cityterminalcorp.

21 MS. BAMBURY: I'm going to read all that
22 back to you now.

23 JADE: M'hm.

24 MS. BAMBURY: So it's
25 lostandfound@city...did you say terminal, I think

1 you said?

2 JADE: M'hm.

3 MS. BAMBURY: So terminal, is that how
4 it's...okay, @cityterminal, and is there a dot in
5 between that and corp?

6 JADE: No.

7 MS. BAMBURY: Okay, I had a dot there,
8 okay. So it's lostandfound@cityterminalcorp.com?

9 JADE: Correct, yes.

10 MS. BAMBURY: Correct, okay. So I can
11 forward all my receipts to there, right?

12 JADE: What we do, though, is you need
13 to get that confirmation number or you need to get
14 the credit card number.

15 MS. BAMBURY: Yes.

16 JADE: They would need to verify
17 everything before they take the next step.

18 MS. BAMBURY: Exactly, okay. If there
19 is anything else, anywhere else you can direct me
20 right now, I've just been to customer relations
21 complaints regarding lost luggage. So is there
22 anywhere else that I should report this or...

23 JADE: Let me just see. Check here.

24 MS. BAMBURY: www.flyporter.com. I'm
25 into the Canadian one, and just doing...what does it

1 say under "Complaints"? Just "Baggage delayed, lost
2 baggage".

3 JADE: Actually, you know what, this is
4 actually the e-mail here that I need to give you.

5 MS. BAMBURY: Okay.

6 JADE: Yes. It's ytz...

7 MS. BAMBURY: ytz, yes.

8 JADE: .baggage@flyporter.com.

9 MS. BAMBURY: Okay, and what should I
10 report there, like, the receipts or...

11 JADE: Correct, so the receipts, and
12 like I said, they'll need the confirmation number or
13 they'll need to verify you by the credit card
14 number.

15 MS. BAMBURY: Okay. I'm going to call
16 my boyfriend there now and get that. Actually he
17 was just trying to beep in, okay. Yes, all right,
18 so I can call you back I guess if there is anything
19 else I need there.

20 JADE: Yes.

21 MS. BAMBURY: All right. Thank you very
22 much.

23 JADE: You're welcome.

24 MS. BAMBURY: So if I call you back with
25 the credit card number, you can give me the

1 confirmation number, can you?

2 JADE: Correct, if you can confirm the
3 passenger name, then we can definitely do that for
4 you.

5 MS. BAMBURY: Okay, perfect, thank you.

6 JADE: Okay, great. Thank you for
7 calling Porter.

8 MS. BAMBURY: Okay, thanks.

9 JADE: Bye.

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Certified Correct:

Chris Orr
Production Manager