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**AFFIDAVIT OF RAYMOND PAUL NAWROT**

(SWORN: *28 February*, 2013)

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Counsel for the Nawrot family

**AFFIDAVIT OF RAYMOND PAUL NAWROT**

(Sworn: 28 February, 2013)

I, **RAYMOND PAUL NAWROT**, of the City of Toronto, in the Province of Ontario,  
MAKE AN OATH AND SAY THAT:

1. On or around January 26, 2012, I purchased the following itinerary on Sunwing Airlines for myself and my daughters Kristina Marie Nawrot and Karolyn Theresa Nawrot.

<b>Flight</b>	<b>Date</b>	<b>Depart</b>	<b>Arrive</b>
WG 200	Jul. 29, 2012	Toronto (YYZ) 11:00 pm	London Gatwick (LGW) 11:20 am (+1)
WG 201	Aug. 10, 2012	London Gatwick (LGW) 12:20 pm	Toronto (YYZ) 3:35 pm

A copy of the electronic ticket is attached and marked as Exhibit "A".

2. Our outbound journey was relatively eventless, with only a minor delay of the departure time.

3. On August 9, 2012, I received three email messages from Sunwing Airlines informing me about a "change" to the "flight schedule" of Flight WG 201, copies of which are attached as Exhibit "B", Exhibit "C", and Exhibit "D", stating that:

- (a) "10-Aug-2012 WG201 departing from London - Gatwick at 23:25 will arrive in Toronto - Pearson at 15:35."
- (b) "10-Aug-2012 WG201 departing from London - Gatwick at 00:55 will arrive in Toronto - Pearson at 15:35."
- (c) "10-Aug-2012 WG201 departing from London - Gatwick at 01:45 will arrive in Toronto - Pearson at 15:35."

The same emails also stated that "This does not require any action on your part."

4. After reading the first of these emails (Exhibit B), the inconsistency between the departure and the arrival times prompted me to attempt to verify the information contained in these emails. Since Sunwing Airlines' customer service department was closed at this point, I asked Ms. Sally Turner, a friend in Toronto, to inquire on my behalf. Ms. Turner advised me and I do verily believe that she was able to reach Sunwing Airlines' Sales Department, and was told that Flight WG 201 on August 10, 2012 would be delayed by 12 hours.

5. On August 10, 2012, I received a fourth email message from Sunwing Airlines informing me about a "change" to the "flight schedule" of Flight WG 201, a copy of which is attached as Exhibit "E", stating that:

- (d) "10-Aug-2012 WG201 departing from London - Gatwick at 02:25 will arrive in Toronto - Pearson at 05:40."

This email also stated that "This does not require any action on your part."

6. Due to the 14 hour delay in the departure of Flight WG 201, my daughters and I stayed at the Holiday Inn Express in North Acton during the day of August 10, 2012, and incurred expenses as a result. A copy of the receipt is attached and marked as Exhibit "F".

7. On August 10, 2012, my daughters and I departed from the Holiday Inn Express in North Acton to London Gatwick Airport between 10:00 pm and 11:00 pm in the evening. We first travelled by the Underground, and then by a train. A copy of my credit card statement, showing the purchase of train tickets on August 10, 2012, is attached and marked as Exhibit "G".

8. The train ride to the airport lasted approximately 50 minutes, and my daughters and I arrived at the London Gatwick Airport on August 11, 2012 shortly after 1:00 am.

9. My daughters and I arrived at the check-in area at the London Gatwick Airport (North Terminal) at approximately 1:10 am, and found all check-in counters to be closed, unattended, with the lights dimmed. A woman who appeared to be a flight attendant for another airline helped me to make a telephone call to an airport staff. The airport staff at the other end of the line said that she would have to ask the captain of our flight whether my family could board, and subsequently told me that the captain refused to allow us to board the aircraft. I asked to speak to a supervisor.

10. Shortly after the aforementioned phone call, a supervisor appeared at the check-in counters. I repeatedly asked the supervisor to allow my family to check in and board Flight WG 201, and the supervisor refused. The supervisor stated that we were supposed to check in 3 hours before the departure time of the flight. The supervisor also advised me that no representatives of Sunwing Airlines were present at the airport at that time.

11. As I was talking to the supervisor, a passenger who said he had arrived on Sunwing Airlines' flight from Toronto and was upset about the delay of his flight also attended the check-in area, and another person, who later on introduced himself as Mr. Asif Tourab, also witnessed my exchange with the supervisor.

12. After the supervisor had spoken to the passenger from Toronto who was upset about his delay, I made another attempt to convince the supervisor to allow my family to check in and board Flight WG 201; however, the supervisor turned around and left. As the supervisor left, a janitorial staff who had observed the incident called me over, told me that Sunwing Airlines had closed their check-in counters much earlier, and that in his experience, the plane would remain at the gate for at least another 45 minutes.

13. My family left the airport terminal shortly after 1:45 am, and headed to the London Gatwick's Sofitel hotel on foot. It took us approximately 10 minutes to get to the hotel.

14. We arrived at the London Gatwick's Sofitel at approximately 2:00 am. A copy of the slip showing that my credit card was pre-authorized at the London Gatwick's Sofitel at 2:05 am on August 11, 2012 is attached and marked as Exhibit "H".

15. On August 11, 2012 at or around 6:45 am in the morning, I returned to the terminal of London Gatwick Airport, visited Sunwing Airlines' service counter there, and requested assistance that my family to be transported back to Toronto as soon as possible. I was informed that my daughters and I would not be able to leave on Sunwing Airlines' next flight, which would depart on the same day at 8:15 pm.

16. A copy of my email of August 11, 2012 to Sunwing Airlines, advising that my family was stranded in London and requesting assistance to be transported back to Toronto, is attached and marked as Exhibit "I".

17. A copy of Sunwing Airlines' response of August 11, 2012, offering transportation to Toronto six days later than scheduled, on August 16, 2012, is attached and marked as Exhibit "J".

18. I found Sunwing Airlines' proposal to transport my family to Toronto only six days later than scheduled unreasonable and unacceptable, especially since my daughters were due to attend a camp in Canada starting August 12, 2012.

19. The conduct of Sunwing Airlines left me with no choice but to purchase one-way tickets for my daughters and myself on an Air Canada flight departing from London to Toronto on August 12, 2012, a copy of which is attached as Exhibit "K". A copy of our boardingpasses is attached and marked as Exhibit "L".

20. Thus, my daughters and I spent a total of two nights at the London Gatwick's Sofitel hotel. A copy of the receipts from the London Gatwick's Sofitel is attached and marked as Exhibit "M".

21. A copy of Sunwing Airlines' email received on August 13, 2012 is attached and marked as Exhibit "N".

22. A copy of my email of August 13, 2012 to Sunwing Airlines is attached and marked as Exhibit "O".

23. A copy of my letter of complaint to Sunwing Airlines, dated August 27, 2012 (with appendices omitted, to avoid duplication), is attached and marked as Exhibit "P".

24. A copy of Sunwing Airlines' response, dated October 9, 2012, is attached and marked as Exhibit "Q".

25. A copy of my second letter of complaint to Sunwing Airlines, dated October 19, 2012, is attached and marked as Exhibit "R".

26. A copy of the email of Ms. Joanne Dhue, National Director of Customer Relations of Sunwing Airlines, dated November 9, 2012, is attached and marked as Exhibit "S".

27. A copy of my follow-up email to Ms. Dhue, dated November 26, 2012, is attached and marked as Exhibit "T".

28. A copy of the email of Ms. Dhue, dated November 26, 2012, is attached and marked as Exhibit "U".

29. On November 26, 2012, I spoke to Ms. Dhue on the telephone, but it did not lead to a resolution of my complaint. A copy of my letter of complaint sent to Mr. Mark Williams, the president of Sunwing Airlines, dated December 3, 2012, is attached and marked Exhibit "V".

30. A copy of Mr. Williams' response, dated January 3, 2013, is attached and marked as Exhibit "W".

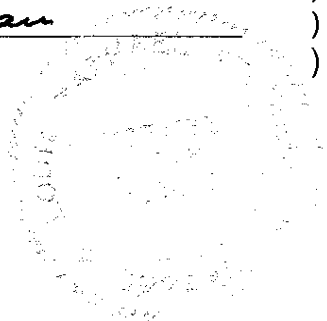
31. A copy of my reply to Mr. Williams, dated January 21, 2013, is attached and marked as Exhibit "X".

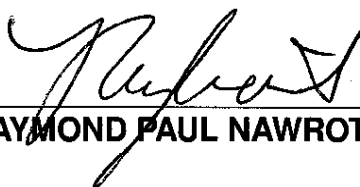
32. In light of Sunwing Airlines' failure to address my complaint and compensate me for my out-of-pocket expenses, I had no choice but to retain legal counsel, Mr. Louis Béliveau.

33. Mr. Béliveau advised me and I do verily believe that on February 11, 2013 he sent a letter of complaint on my behalf to Mr. Williams. A copy of the letter is attached and marked as Exhibit "Y".

34. Mr. Béliveau advised me and I do verily believe that he received from the Canadian Transportation Agency a copy of Sunwing Airlines' "Destinations QCM" report for flight WG 201 on August 10, 2012, a copy of which is attached and marked as Exhibit "Z".

SWORN BEFORE me at the )  
City of Toronto )  
in the Province of Ontario )  
this 28<sup>th</sup> day of February, 2013. )  
L. Béliveau )  
Notary Public )



  
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RAYMOND PAUL NAWROT

## **LIST OF EXHIBITS**

- A. Sunwing eDocument Booking Confirmation and Itinerary
- B. Email notification from Sunwing Airlines about Flight WG 201 departing at 23:25 (with Internet header)
- C. Email notification from Sunwing Airlines about Flight WG 201 departing at 00:55 (with Internet header)
- D. Email notification from Sunwing Airlines about Flight WG 201 departing at 01:45 (with Internet header)
- E. Email notification from Sunwing Airlines about Flight WG 201 departing at 02:25 (with Internet header)
- F. Receipt from the Holiday Inn Express in North Acton
- G. Credit card statement (page 4), dated August 27, 2012
- H. Pre-authorization slip from the London Gatwick's Sofitel, dated August 11, 2012 at 2:05 am
- I. Email sent to Sunwing Airlines on August 11, 2012
- J. Email received from Sunwing Airlines on August 11, 2012, offering transportation on August 16, 2012
- K. Receipt for three one-way London-Toronto Air Canada tickets, booked on August 11, 2012
- L. Three London-Toronto boardingpasses for flight AC 863 on August 12, 2012
- M. Receipts from the London Gatwick's Sofitel
- N. Email received from Sunwing Airlines on August 13, 2012
- O. Email sent to Sunwing Airlines on August 13, 2012
- P. Letter of complaint sent to Sunwing Airlines, dated August 27, 2012
- Q. Response of Sunwing Airlines, dated October 9, 2012
- R. Letter of complaint sent to Sunwing Airlines, dated October 19, 2012
- S. Email received from Ms. Joanne Dhue of Sunwing Airlines on November 9, 2012



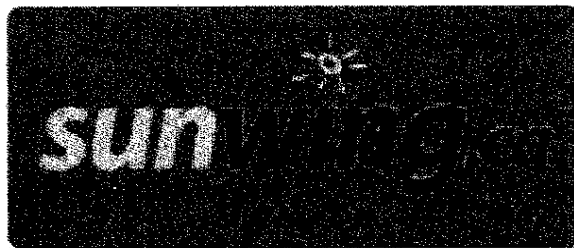
- T. Follow-up email sent to Ms. Due on November 26, 2012
- U. Email received from Ms. Dhue of Sunwing Airlines on November 26, 2012
- V. Letter of complaint to Mr. Mark Williams, president of Sunwing Airlines, dated December 3, 2012
- W. Response of Mr. Williams, dated January 3, 2013
- X. Reply to Mr. Williams, dated January 21, 2013
- Y. Complaint sent by Mr. Béliveau to Mr. Williams, dated February 11, 2012
- Z. "Destinations QCM" report for flight WG 201 on August 10, 2012

This is **Exhibit "A"** to the  
Affidavit of Raymond Paul Nawrot  
sworn this *28<sup>th</sup>* day of *February*, 2013.

*J. Beliveau*

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Notary Public



## Sunwing eDocument Booking Confirmation and Itinerary

**IMPORTANT PASSENGER INFORMATION:** This document along with proper valid identification **MUST** be presented at Airline check-in counter for **ALL FLIGHTS**.

**Booking Number: 58187993**  
**Issued Date: 14FEB2013 9:23 AM**  
**Departure Date: 29JUL2012**

**Agency Information:**

Number: 4166203380  
Agent: SIREV  
SUNWING.CA  
27 FASKEN DRIVE  
TORONTO, ON

### Flight Itinerary

#### Flight #1: SUNWING AIRLINES 200 on 29JUL2012

**Departs: TORONTO (YYZ) at 11:00 PM from terminal 1**  
**Arrives: LONDON GATWICK (LGW) at 11:20 AM**

- ✈ MR RAYMOND PAUL NAWROT Birth date: 04OCT1959 Seat: 15A
- ✈ MISS KRISTINA MARIE NAWROT Birth date: 17DEC1995 Seat: 15C
- ✈ MISS KAROLYN THERESA NAWROT Birth date: 28JUN1997 Seat: 15D

**Airport Information for TORONTO on SUNWING AIRLINES:**

Recorded flight arrival and departure information: 1-877-978-6946

**Baggage Allowance:**

Allowable total weight per person is 25KG  
Allowable number of items per person is 2

#### Flight #2: SUNWING AIRLINES 201 on 10AUG2012

**Departs: LONDON GATWICK (LGW) at 12:20 PM from terminal NORTH**  
**Arrives: TORONTO (YYZ) at 3:35 PM**

- ✈ MR RAYMOND PAUL NAWROT Birth date: 04OCT1959 Seat: 16D
- ✈ MISS KRISTINA MARIE NAWROT Birth date: 17DEC1995 Seat: 16C
- ✈ MISS KAROLYN THERESA NAWROT Birth date: 28JUN1997 Seat: 16A

**Airport Information for LONDON GATWICK on SUNWING AIRLINES:**

For flight arrival and departure information please visit  
[www.gatwickairport.com/flights/departures/](http://www.gatwickairport.com/flights/departures/) or dial 00800 7869 9464

**Baggage Allowance:**

Allowable total weight per person is 25KG

Allowable number of items per person is 2

**Important Information****Airline Information Guide****TRAVEL DOCUMENTATION**

It is your responsibility to determine what documentation is required for travel to your destination and for your return to Canada. Sunwing Vacations will assume no responsibility whatsoever for passenger(s) denied carriage by the airline or refused entry into any country. Sunwing Vacations strongly recommends that you carry a valid passport when travelling outside of Canada. Please note that several countries now require that your passport be valid for up to six months after the completion of your travel in order to be accepted by them as a valid travel document. If your passport is damaged in any way, you may be denied boarding and you will be responsible for all costs associated with a new passport and a replacement holiday.

**AIRPORT CHECK-IN**

It is strongly recommended that all passengers arrive 4 hours prior to departure to allow check-in and to ensure adequate time to pass through airport security. For all airports within Canada and overseas, the check-in desk will be open 4 hours prior to departure and close 1 hour prior to departure. All passengers arriving after the check-in desk closes will be denied boarding. Remember to check your flight itinerary for your departure airport / terminal and reconfirm your flight(s).

**RECONFIRMATION NUMBERS**

For both "packaged tours" and "air only" passengers, flight schedules are subject to change with or without notice. As a result, you MUST reconfirm your flight time(s) 12 HOURS prior to your departure and return flights. Air only passengers please provide your Travel Agent with your destination contact telephone number prior to your departure. This will allow us to contact you with any flight changes however, it is still your responsibility to reconfirm your flight time 12 HOURS prior to departure.

**FLIGHT INFO**

For additional flight information such as: check-in, baggage allowance, pets, in-flight services, pregnancy, children and infants and special needs, please visit the airline website.

If you miss your first flight shown on this ticket, you must contact our office at 1.800.668.4224 or 416.620.5999 immediately to avoid cancellation of remaining flights on your ticket. No refund will be issued for unused services.

**TRAVEL TIPS**

Based upon your arrival it is possible that your room may not be ready when you arrive at the hotel. Your hotel voucher will indicate both your check in and checkout dates and times. If your room is not ready upon your arrival, you will be able to enjoy many facilities at your resort, such as the lobby, bar, restaurants or pool. Therefore, pack your bathing suit and shorts in your carry-on bag so that you can enjoy the facilities until your room is ready. If the hotel's checkout time differs than your return flight time, you will be required to check out of your room as indicated on your hotel voucher. Please note that many hotels will offer hospitality areas for passengers however this arrangement is solely at the discretion of the hotel.

**PREBOOKED SEAT SELECTION**

Seat Selection is available at a nominal fee and may be reserved up to 4 HOURS prior to departure. Talk to your Travel Agent or call Sunwing 1.800.668.4224 or 416.620.5999 / Signature 1.800.268.7063 or 905.602.0893 during opening hours. For your convenience, seat selection is also available to be booked on-line at [www.sunwing.ca](http://www.sunwing.ca) / [www.signature.ca](http://www.signature.ca)

**BAGGAGE****Carry-on Baggage**

In accordance with the Transport Canada Carry-on Baggage Program, each customer is permitted only one piece in the cabin and this may be no larger than 9" x 16" x 20" or 23cm x 40cm x 51cm and weigh no more than 5kgs or 11lbs total. Baggage in excess of these specified amounts will be charged at the applicable airline rate per kg for each direction. Bags that are excessively heavy may need to be checked. Please note that due to mandatory passenger security screening or secondary passenger security screening, passengers may not be permitted to carry liquids, lotions or gels purchased as duty free items onboard as carry-on baggage.

**Dangerous goods**

Please note that Sunwing Airlines does not accept the carriage of dangerous goods or live animals.

**Infants**

There is no baggage allowance for infants.

**TERMS AND CONDITIONS**

The complete Terms and Conditions for your holiday can be found online at Sunwing [www.sunwing.ca](http://www.sunwing.ca) / Signature [www.signaturevacations.com](http://www.signaturevacations.com). Please remember that it is your responsibility to read these important terms before travelling.

## Advice to International Passengers on Limitation of Liability

Passengers on a journey involving an ultimate destination or a stop in a country other than the country of origin are advised that the provision of a treaty known as the Warsaw Convention may be applicable to the entire journey, including any portion entirely within the Country of origin or destination. For such passengers on a journey to, from, or with an agreed stopping place in the United States of America, the Convention and special contracts of carriage embodied in applicable tariffs provide that the liability of certain carriers, parties to such special contracts, for death of, or personal injury to, passengers is limited in most cases to proven damages not to exceed U.S. \$75,000 per passenger, and that this liability up to such limit shall not depend on negligence on the part of the carrier. The limit of liability of U.S. \$75,000 above is inclusive of legal fees and costs except that in the case of a claim brought in a country where provision is made for separate award of legal fees and cost, the limit shall be the sum of U.S. \$58,000 exclusive of legal fees and costs.

For such passengers travelling by carrier not a party to such special contracts or on a journey not to, from, or having an agreed stopping place in the United States of America, liability of the carrier for death or personal injury to passengers is limited in most cases to approximately U.S. \$10,000 or U.S. \$20,000. The names of carriers, parties to such special contracts, are available at all ticket offices of such carriers and may be examined on request. Additional protection can usually be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of the carrier's liability under the Warsaw Convention or such special contracts of carriage. For further information, please consult your airline or insurance company representative. NOTE: The limit of liability of U.S. \$75,000 above is inclusive of legal fees and costs except that in the case of a claim brought in State where provision is made for separate award of legal fees and costs, the limit shall be the sum of U.S. \$58,000 exclusive of legal fees and costs.

**NOTE OF BAGGAGE LIABILITY LIMITATIONS**

Liability for loss, delay or damage to baggage is limited unless a higher value is declared in advance and additional charges are paid. For most international travel (including domestic portions of international journeys) the liability limit is approximately U.S. \$9.07 per pound (U.S. \$20.00 per kilo) for checked baggage and U.S. \$400 per passenger for unchecked baggage.

For travel wholly between U.S. points, Federal rules require any limit on an airline's baggage liability to be at least U.S. \$1,250 per passenger. Excess valuation may not be declared on certain types of articles. Some carriers assume no liability for fragile, valuable or perishable articles. Further information may be obtained from the carrier.

**NOTICE**

If the passenger's journey involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention may be applicable and the Convention governs, and in most cases limits the liability of carriers for death or personal injury and in respect of loss of, or damage to, baggage. See also notices headed "Advice to the International Passengers of Limitation of Liability" and "Notice of Baggage Liability Limitations".

**CONDITIONS OF CONTRACT**

1. As used in this contract "ticket" means this passenger ticket and baggage checked, of which these conditions and the notices form part; "carriage" is equivalent to "transportation", "carrier" means all air carriers that carry, or undertake to carry the passenger or his baggage hereunder or perform any other services incidental to such air carriage; "WARSAW CONVENTION" means the Warsaw, 12th October 1929, or that Convention as amended at The Hague, 28th September 1955, whichever may be applicable.
2. Carriage hereunder is subject to the rules and limitations relating to liability established by the Warsaw Convention unless such carriage is not "international carriage" as defined by that Convention.
3. To the extent not in conflict with the foregoing, carriage and other services performed by each carrier are subject to (I) provisions contained in this ticket, (II) applicable tariffs, (III) carriers conditions of carriage and related regulations which are made part hereof (and are available on application at the offices of carrier), except in transportation between a place in the United States or Canada and any place outside thereof to which tariffs in force in those countries apply.
4. Carrier's name may be abbreviated in the ticket, the full name and its abbreviation being set forth in carrier's tariffs, conditions of carriage, regulations or timetables, carrier's address shall be the airport of departure shown opposite the first abbreviation of carrier's name in the ticket, the agreed stopping places are those places set forth in this ticket or as shown in the carrier's timetables as scheduled stopping places on the passenger's route; carriage to be performed hereunder by several successive carriers regarded as a single operation.
5. An air carrier issuing a ticket for carriage over the lines of another air carrier does so only as its agent.
6. An exclusion or limitation of liability of carrier shall apply to, and be for, the benefit of agents, servants, and representatives of carrier and any

person whose aircraft is used by carrier for carriage and its agents, servants and representatives.

7. Checked baggage will be delivered to bearer of the baggage check. In case of damage to baggage moving in international transportation, complaint must be made in writing to carrier forthwith after discovery of damage and, at the latest, within 7 days from receipt, in case of delay, complaint must be made within 21 days from date the baggage was delivered. See tariffs or conditions of carriage regarding non-international transportation.

8. This ticket is good for carriage for one year from date of issue, except as otherwise provided in this ticket, in carrier's tariffs, conditions of carriage, or related regulations. The fare for carriage hereunder is subject to change prior to commencement of carriage. Carrier may refuse transportation if the applicable fare has not been paid.

9. Carrier undertakes to use its best efforts to carry the passenger and baggage with reasonable dispatch. Times shown in timetable or elsewhere are not guaranteed and form no part of this contract. Carrier may, without notice, substitute alternative carriers or aircraft, and may alter or omit stopping places shown on the ticket in case of necessity. Schedules are subject to change without notice, Carrier assumes no responsibility for making connections.

10. Passengers shall comply with Government travel requirements, present exit, entry or other required documents and arrive at airport by time fixed by carrier or, if no time is fixed, early enough to complete departure procedures.

11. No agent, servant or representative of carrier has authority to alter, modify or waive any provision of this contract.

12. Certain Governments impose operational restrictions on charter flights. This means that you may be required to travel both ways with the same party regardless of how many trips your group has booked. The carrier may not be able to entertain requests for changes on return flights and in such case cannot be held responsible for passengers who either miss a return flight or wish to return earlier than planned for any reason whatsoever.

CARRIER RESERVES THE RIGHT TO REFUSE CARRIAGE TO ANY PERSON WHO HAS ACQUIRED A TICKET IN VIOLATION OF APPLICABLE LAW OR CARRIER'S TARIFFS, RULES OR REGULATIONS. SOLD SUBJECT TO TARIFF REGULATIONS.

## Excess Baggage Fees

When traveling on Sunwing, the size and number of bags you may check is limited by the free baggage allowance. If your baggage exceeds this free allowance, you will be charged an excess baggage fee as follows:

### Baggage and Irregular items Limitations and Charges

Category	Domestic/Trans-border	International	International (Europe)
Excess Baggage Charge	\$10 per kg Excess charges apply if 20kg (30kg for Elite Plus) weight limit is exceeded	\$20 per kg Excess charges apply if 20kg (30kg for Elite Plus) weight limit is exceeded	\$20 per kg Excess charges apply if 25kg weight limit is exceeded
<b>Sports Equipment</b>			
<b>Golf Clubs</b> (Maximum Weight 20 kg) Limited to a regular sized golf bag consisting of: 14 clubs 12 golf balls 1 pair of shoes	<b>Free</b> Excess charges apply if 20 kg weight limit is exceeded	<b>Free</b> Excess charges apply if 20 kg weight limit is exceeded	<b>Free</b> Excess charges apply if 20 kg weight limit is exceeded
<b>Bicycles</b> (Maximum weight 20 kg) (Maximum weight 20 kg) 1 bicycle per person, not including related equipment such as helmets, pads, spare tires, etc	\$ 30.00 flat rate at Canadian gateway. No charge on return Excess charges apply if 20 kg weight limit is exceeded	\$ 30.00 flat rate at Canadian gateway. No charge on return. Excess charges apply if 20 kg weight limit is exceeded	\$ 30.00 flat rate at Canadian gateway. No charge on return. Excess charges apply if 20 kg weight limit is exceeded
<b>Scuba</b> (Maximum weight 20kg) Limited to scuba equipment only, i.e. mask, weight belt, fins.	<b>Free</b> Excess charges apply if 20 kg weight limit is exceeded	<b>Free</b> Excess charges apply if 20 kg weight limit is exceeded	<b>Free</b> Excess charges apply if 20 kg weight limit is exceeded
<b>Skis</b>	No handling charge. Excess charges apply if 20 kg (30 kg for Elite Plus) weight limit is exceeded	No handling charge. Excess charges apply if 20 kg (30 kg for Elite Plus) weight limit is exceeded	No handling charge. Excess charges apply if 25 kg weight limit is exceeded
<b>Oversized Sports Equipment</b> (kayaks, windsurfers, surfboards)	\$100.00 flat rate per item, each way.	\$100.00 flat rate per item each way to be collected for all legs of the flight, at the point of origin (total	\$100.00 flat rate per item each way to be collected for all legs of the flight, at the point of origin (total

<p><b>1 Kayak</b>, not including separate equipment such as helmets, paddles, life preservers etc.</p>		\$200.00)	\$200.00)
<p><b>Surfboards</b> may not be more than 12 feet long.</p>			
<p><b>Windsurf</b> equipment to consist of 1 windsurf board 1 mast boom and/or sail</p>			
<p><b>Musical instruments</b> which exceed carry-on dimensions of 9"x16"x20" and/or weight limitation of 10 kg</p>	<p>No handling charge. Excess charges apply if 20kg (30kg for Elite Plus) weight limit is exceeded</p>	<p>No handling charge. Excess charges apply if 20kg (30kg for Elite Plus) weight limit is exceeded</p>	<p>No handling charge. Excess charges apply if 25kg weight limit is exceeded</p>
<p><b>Baby/infant Accessories</b> (stroller, car seat, playpen)</p>	<p><b>One item per infant free</b> No free allowance is permitted for children under 2 years of age with no paid seat. For infants with paid seats Excess weight charges apply if 20 kg (30 kg for Elite Plus) weight limit is exceeded</p>	<p><b>One item per infant free</b> No free allowance is permitted for children under 2 years of age with no paid seat. For infants with paid seats Excess weight charges apply if 20 kg (30 kg for Elite Plus) weight limit is exceeded</p>	<p><b>One item per infant free</b> No free allowance is permitted for children under 2 years of age with no paid seat. For infants with paid seats Excess weight charges apply if 25 kg weight limit is exceeded</p>
<p><b>Hunting Equipment</b> Firearms can only be admitted in cargo and packed in a rigid case with proper identification. Ammunition is forbidden. The firearms case may only contain the firearm</p>	<p>No handling charge Excess charges apply if 20 kg (30 kg for Elite Plus) weight limit is exceeded</p>	<p>No handling charge Excess charges apply if 20 kg (30 kg for Elite Plus) weight limit is exceeded</p>	<p>No handling charge Excess charges apply if 25 kg weight limit is exceeded</p>

Passengers are required to show their receipt as proof of payment for the return sector when round trip charges have been applied at the outbound Canadian gateway.

# SKYPARK

## AIRPORT PARKING

### TORONTO PEARSON AIRPORT'S BEST KEPT SECRET

#### WHY SKYPARK?

- ★ Only 2 minutes from the airport, SKYPARK's 2 locations provide the most convenient airport parking.
- ★ Free, frequent shuttle service to all terminals 24 hours a day, 7 days a week.
- ★ Pick up and drop off from car to airport terminal
- ★ Express check-in and check-out
- ★ All major credit and debit cards accepted.
- ★ Well-lit paved parking lots with 24 hour security.
- ★ A wide variety of car care services available

SUIT  
Signature.ca  
SellOff  
vacations.com

WWW.SKYPARK.CA

1-800-969-8032

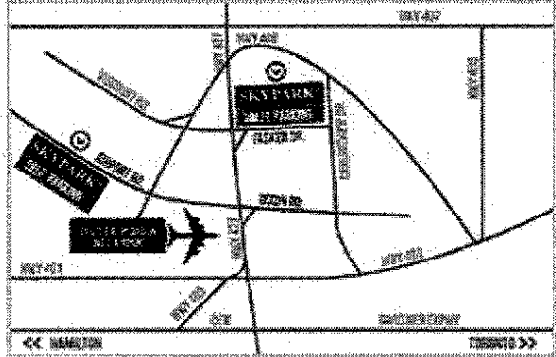
WWW.FACEBOOK.COM/SKYPARK/



YOUR SKYPARK SOLUTIONS... YOUR SKYPARK SOLUTIONS... YOUR SKYPARK SOLUTIONS... YOUR SKYPARK SOLUTIONS...

**DAILY SPECIAL**  
VALET PARKING  
**\$9.95**  
FASKEN DRIVE LOCATION  
EVERY 6TH & 7TH DAY FREE

**DAILY SPECIAL**  
SELF PARKING  
**\$8.95**  
AIRPORT ROAD LOCATION  
EVERY 6TH & 7TH DAY FREE



**PARK LONGER AND SAVE MORE**  
AVAILABLE AT TIME OF CHECK-IN ONLY

**PAY ONLY \$79.60**  
**FREE**  
UP TO 30 DAYS

1000+ VEHICLES  
10-12-13 P.M. 2011

**FREE NOW**

**VALET PARKING**  
**50 FASKEN DRIVE**  
TORONTO, ON M9W 1A5  
1-800-969-8032

**FROM WEST**  
401 to 427E > East Fasken Dr.  
Turn right > SKYPARK is 1st driveway on left.

**FROM NORTH**  
401 to 427E or 427W or 427E or 427W  
Left 427E or 427W > Turn left  
SKYPARK is 1km ahead on left side.

**FROM SOUTH**  
427E > East Fasken Dr.  
Turn right > SKYPARK is 1st driveway on left.

**FROM EAST**  
401 to 427E > East Fasken Dr.  
Turn left > SKYPARK is 1st driveway on left.

**SELF PARKING**  
**6428 AIRPORT ROAD**  
MISSISSAUGA ON L4V 1E5  
1-888-359-0505

**FROM WEST**  
401 to 427E > East Dwyer Rd.  
Turn left > Open with change into Airport Rd.  
SKYPARK is 2.5km ahead on left side.

**FROM NORTH**  
401 to 427E or 427W or 427E or 427W > East  
Airport Rd. N. > SKYPARK is 1km ahead on left.

**FROM SOUTH**  
427E > East Dwyer Rd. > Turn left into East Rd.  
Walk along Airport Rd. > SKYPARK is 2.5km  
ahead on the left side.

**FROM EAST**  
401 to 427E > East Airport Rd. > SKYPARK  
is 2.5km ahead on left.



# Toronto Airport Parking Coupon



**PARKFLY**  
AIRPORT PARKING

**SUN**

**\$7<sup>95</sup>**  
DAY

COUPON CODE: 461315

**PLUS - 6<sup>th</sup> & 7<sup>th</sup> Day FREE!**

**\$69<sup>95</sup>**  
WEEK

\$17.95/DAY COUPON CODE: 449633

**SAVE up to \$61<sup>75</sup>**

**4 DAY VALET SPECIAL**

**\$54<sup>95</sup>\***

COUPON CODE: 449637

## Economy

Choose your own spot in our well lit, fenced compounds. Our 24hr shuttle gets you closer to your flight, day or night.

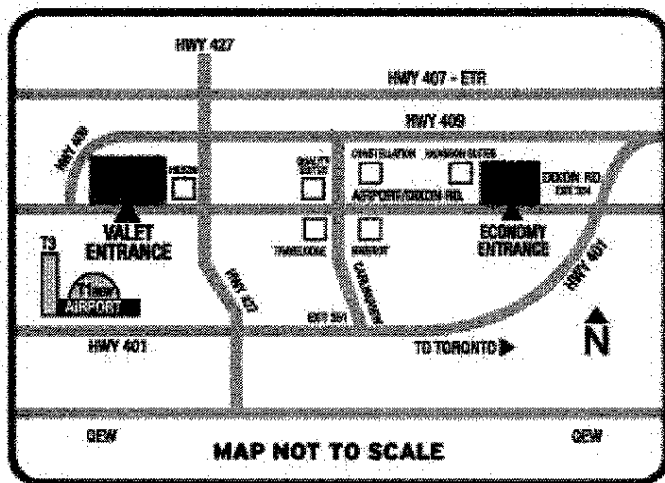
## Valet Drop 'N Go<sup>®</sup>

Our premium service. Hand us the keys, we do the rest! Dedicated 24hr shuttle departs from Valet every 8 minutes - guaranteed.

**This coupon must be presented at check out to receive this offer.**

**PARKING CONDITIONS:** Charge begins at time of check in and is based on a minimum 24-hour period. One week equals 7 consecutive 24-hour periods. Limit one coupon per parking transaction. Not valid with any other discount or promotion. Parking rates subject to surcharges. All rates and surcharges are subject to applicable taxes. Rates subject to change without notice.

\*Weekend package requires a Saturday night stay. **Expires May 31, 2013.**



## ECONOMY

626 Dixon Road, Etobicoke Tel: 905-677-9143

### DIRECTIONS

- FROM SOUTH: 427 N to Dixon Rd., turn right.
- FROM EAST: 401 W to Dixon Rd., lot on right.
- FROM WEST: 401 E to Dixon Rd., turn left.
- FROM NORTH: 400 S to 401 W to Dixon Rd.

## VALET

5815 Airport Road, Mississauga Tel: 905-677-9143

### DIRECTIONS

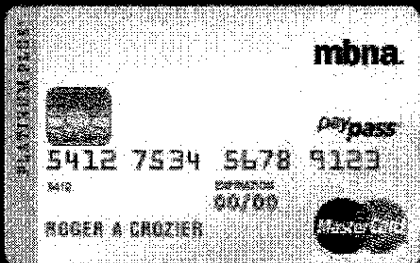
- FROM SOUTH: 427 N to Dixon Rd., turn left.
- FROM EAST: 401 W to 409 W to Airport Rd., turn left.
- FROM WEST: 401 E to 427 N to Dixon Rd., turn left.
- FROM NORTH: 400 S to 401 W to 409 W to Airport Rd., turn left.

parknfly.ca



# TRAVEL NOW. TAKE 10 MONTHS TO PAY.

BE GOOD WITH MONEY.™



The MBNA Platinum Plus MasterCard® credit card

You've purchased your ticket — why not transfer the balance from the credit card you just used to the MBNA Platinum Plus MasterCard® credit card, and take advantage of a 0%<sup>1</sup> promotional annual interest rate\* (AIR) for 10 months?

In case you need some extra cash for your trip, you'll also get the same great A.I.R. on access cheques and deposits.

Enjoy these great benefits:

- Around-the-clock fraud protection
- Online access to your credit card account

For more information, visit [www.mbna.ca/sunwing](http://www.mbna.ca/sunwing) or call 1.877.428.6060<sup>2</sup>. Please mention priority code CM5M.

**\* The Standard Annual Interest Rates (AIRs) for this product are 17.99% for purchases and 19.99% for Balance Transfers, Cash Advances, Access Cheques and Deposits.**

<sup>1</sup> By applying to apply for this credit card, you consent to the collection, use and processing of information about yourself by MBNA, its affiliates and any of their respective agents and service providers, and to the sharing or disclosure of your personal information with credit reporting agencies, affiliates and service providers, in addition to processing your application and, if approved, administering and servicing your account. Certain information from this account, if approved, will not be used by any third party other than a third party specifically designated by you, and then only in accordance with MBNA policies and procedures that are in effect.

<sup>2</sup> This promotional rate will only apply to eligible balances transferred, access cheques and deposits that post to your account within 60 days of your account opening. Following the promotional period, the standard annual interest rates for balance transfers, access cheques and deposits will apply to your and then outstanding balances. You will lose the benefit of the promotional rate if your total minimum payments do not meet by your total minimum payment due date, or your account balance exceeds your credit limit.

<sup>3</sup> A trademark of the issuer.

Information current as of January 2010, and is subject to change. The Toronto-Dominion Bank is the exclusive issuer of the multi-cur MBNA line of credit of The Toronto-Dominion Bank.

All trade marks are the property of their respective owners.

MBNA, MBNA and other trade-marks are the property of The Toronto-Dominion Bank.

AG-01-12-0604.A



**Win Your Next Holiday!**

**Scan this QR code with your smartphone for a chance to win an all inclusive vacation for two. Or you can also visit [www.sunwing.ca](http://www.sunwing.ca) to submit your entry.**

This is **Exhibit "B"** to the  
Affidavit of Raymond Paul Nawrot  
sworn this 28<sup>th</sup> day of *February*, 2013.

*J. Beliveau*

---

Notary Public

## Ray NAWROT

---

**From:** Sunwing Schedule Changes [schedule-changes@sunwing.ca]  
**Sent:** August-09-12 10:27 AM  
**To:** raytech@sympatico.ca  
**Subject:** Flight Schedule Change Notification

**Importance:** High

There has been a change to our flight schedule:

10-Aug-2012 WG201 departing from London - Gatwick at 23:25 will arrive in Toronto - Pearson at 15:35.

This does not require any action on your part.

Based on information at 09-Aug-2012 10:24 AM.

**Note:** We will do everything we can to ensure that notifications are accurate and sent on time, however we cannot be held liable for non-delivery of email messages.

x-store-info:sbevkl2QZR70Xo7WID5ZcdV2tiiWGqTnL8LqRHZDp01a6RfqJUb9Bvk56X3BJKAg6cjaVh  
mE0UEtHLPiBFT8cnf1LZrSPERjUEe8skwDm3KAgvehRwVK6+cJhj4xrCbMEtL9MZV6ccY=  
Authentication-Results: hotmail.com; sender-id=pass (sender IP is 199.26.69.37)  
header.from=schedule-changes@sunwing.ca; dkim=none header.d=sunwing.ca; x-hmca=pass  
X-SID-PRA: schedule-changes@sunwing.ca  
X-SID-Result: Pass  
X-DKIM-Result: None  
X-Message-Status: n:0:n  
X-AUTH-Result: PASS  
X-Message-Delivery: Vj0xLjE7dXM9MDtsPTA7YT0wo0Q9MTtHRD0x01NDTD0w X-Message-Info:  
TueCp05BM3qPQaa1wd/nxiB4P62Hsv1Aaqz7Rnv/ObGB9e0Kdwh0td14U18zv5CwjzEiSze4DuAqyJsg9OU  
ono4uzyq8zo7EDCeLj5wxufitfAJhqiH+ZKRI4UNB+Oa4/npZ+XMsJjKtnRODEtIAZnZo/VJwcuBp  
Received: from toip42.srvr.bell.ca ([67.69.240.43]) by  
BAY0-PAMC1-F4.Bay0.hotmail.com with Microsoft SMTPSVC(6.0.3790.4900);  
Thu, 9 Aug 2012 07:27:26 -0700  
X-IronPort-AV: E=Sophos;i="4.77.740,1336363200";  
d="scan'208,217";a="574002619"  
Received: from toip15.srvr.bell.ca ([67.69.240.17])  
by toip42.srvr.bell.ca with ESMTMP; 09 Aug 2012 10:27:17 -0400  
Received: from rm5.ekkum.com ([199.26.69.37])  
by toip15.srvr.bell.ca with ESMTMP; 09 Aug 2012 10:27:17 -0400  
Received: from [206.47.106.107] (helo=mars)  
by rm5.ekkum.com with esmtp (Exim 4.69 #1 (Debian))  
id 1SzThh-0004sL-8E  
for <raytech@sympatico.ca>; Thu, 09 Aug 2012 10:27:13 -0400  
MIME-Version: 1.0  
From: "Sunwing Schedule Changes"  
<schedule-changes@sunwing.ca>  
To: raytech@sympatico.ca  
Date: 9 Aug 2012 10:27:13 -0400  
Subject: Flight Schedule Change Notification  
Content-Type: text/html; charset=us-ascii  
Content-Transfer-Encoding: quoted-printable  
Return-Path: schedule-changes@sunwing.ca  
Message-ID: <BAY0-PAMC1-F4R4nmE8000a92d2@BAY0-PAMC1-F4.Bay0.hotmail.com>  
X-OriginalArrivalTime: 09 Aug 2012 14:27:26.0080 (UTC) FILETIME=[1927D000:01CD763B]

This is **Exhibit "C"** to the  
Affidavit of Raymond Paul Nawrot  
sworn this 28<sup>th</sup> day of *February*, 2013.

*J. Beliveau*

---

Notary Public

## Ray NAWROT

---

**From:** Sunwing Schedule Changes [schedule-changes@sunwing.ca]  
**Sent:** August-09-12 11:51 AM  
**To:** raytech@sympatico.ca  
**Subject:** Flight Schedule Change Notification

There has been a change to our flight schedule:

10-Aug-2012 WG201 departing from London - Gatwick at 00:55 will arrive in Toronto - Pearson at 15:35.

This does not require any action on your part.

Based on information at 09-Aug-2012 11:48 AM.

**Note:** We will do everything we can to ensure that notifications are accurate and sent on time, however we cannot be held liable for non-delivery of email messages.



x-store-info:sbevkl2QZR70xo7WID5ZcdV2tiiwGqTnc8pTkjgSVQYfs3+ce6joAA7if8/k1suZE06xpq  
T1dpqeiaA2PIb41LXgCPMnvT5Kjhf6gBJSE/Z5cw598YnV561ir3HkJUkevZzR0ks/fcI=  
Authentication-Results: hotmail.com; sender-id=pass (sender IP is 199.26.69.37)  
header.from=schedule-changes@sunwing.ca; dkim=none header.d=sunwing.ca; x-hmca=pass  
X-SID-PRA: schedule-changes@sunwing.ca  
X-DKIM-Result: None  
X-Message-Status: n:0:n  
X-SID-Result: Pass  
X-AUTH-Result: PASS  
X-Message-Delivery: Vj0xLjE7dXM9MDtsPTA7YT0wo0Q9MTtHRD0x01NDTD0w X-Message-Info:  
TueCp05BM3qPQaa1Wd/nxkvdhfhSSf4S6f67/SXVJXC3GZaA3H3Ck5Or5g6RYf15ABiVL8JfXEUFt3qWkm7  
idqAqQ+CIW5brZE+ti9Q7BwbDq6fbCkpzF2UPqkeT1qJSBmGZgZTafupV00BB10M+yOCasHJumzoC  
Received: from toip44.srvr.bell.ca ([67.69.240.45]) by  
BAY0-PAMC2-F9.Bay0.hotmail.com with Microsoft SMTPSVC(6.0.3790.4900);  
Thu, 9 Aug 2012 08:51:32 -0700  
Received: from toip21.srvr.bell.ca ([67.69.240.23])  
by toip44.srvr.bell.ca with ESMTTP; 09 Aug 2012 11:51:26 -0400  
Received: from rm5.ekkum.com ([199.26.69.37])  
by toip21.srvr.bell.ca with ESMTTP; 09 Aug 2012 11:51:21 -0400  
Received: from [206.47.106.107] (helo=mars)  
by rm5.ekkum.com with esmtpp (Exim 4.69 #1 (Debian))  
id 1szv16-00051G-TO  
for <raytech@sympatico.ca>; Thu, 09 Aug 2012 11:51:20 -0400  
MIME-Version: 1.0  
From: "Sunwing Schedule Changes"  
<schedule-changes@sunwing.ca>  
To: raytech@sympatico.ca  
Date: 9 Aug 2012 11:51:20 -0400  
Subject: Flight Schedule Change Notification  
Content-Type: text/html; charset=us-ascii  
Content-Transfer-Encoding: quoted-printable  
Return-Path: schedule-changes@sunwing.ca  
Message-ID: <BAY0-PAMC2-F9Y5UNLW000a5057@BAY0-PAMC2-F9.Bay0.hotmail.com>  
X-OriginalArrivalTime: 09 Aug 2012 15:51:32.0546 (UTC) FILETIME=[D9156A20:01CD7646]

This is **Exhibit "D"** to the  
Affidavit of Raymond Paul Nawrot  
sworn this 28<sup>th</sup> day of *February*, 2013.

*J. P. Beliveau*

---

Notary Public

## Ray NAWROT

---

**From:** Sunwing Schedule Changes [schedule-changes@sunwing.ca]  
**Sent:** August-09-12 7:42 PM  
**To:** raytech@sympatico.ca  
**Subject:** Flight Schedule Change Notification

There has been a change to our flight schedule:

10-Aug-2012 WG201 departing from London - Gatwick at 01:45 will arrive in Toronto - Pearson at 15:35.

This does not require any action on your part.

Based on information at 09-Aug-2012 07:39 PM.

**Note:** We will do everything we can to ensure that notifications are accurate and sent on time, however we cannot be held liable for non-delivery of email messages.

x-store-info:sbevkl2QZR70Xo7WID5ZcdV2tiiWgqTnt7zR1YxuDtgT2fXu7KHG6Rbn+/4mqo2LBrs0DK  
sib1/kwFkdan3bWA/fub52aAG9iyfez+pYDTCqchdo2pjG7wwiUMSKZP4ix5jsh1CoHYc=  
Authentication-Results: hotmail.com; sender-id=pass (sender IP is 199.26.69.37)  
header.from=schedule-changes@sunwing.ca; dkim=none header.d=sunwing.ca; x-hmca=pass  
X-SID-PRA: schedule-changes@sunwing.ca  
X-DKIM-Result: None  
X-Message-Status: n:0:n  
X-SID-Result: Pass  
X-AUTH-Result: PASS  
X-Message-Delivery: Vj0xLjE7dXM9MDtsPTE7YT0xo0Q9MTtHRD0x01NDTD0w X-Message-Info:  
TueCp05BM3qPQaa1wd/nxj80tPRbMm0xPpByPvD6RHQnYqPdbcLj8w+wcOCww4USiok3CB19A6awZDIjUCO  
5Hna6VJrHv5++oPSguU17DZ1tbYuaL8s9L7Efvnx2Gi36dvzorgUsj0Ej09bdmoSdzIF1woioq3E9  
Received: from toip42.srvr.bell.ca ([67.69.240.43]) by  
BAY0-PAMC1-F6.Bay0.hotmail.com with Microsoft SMTPSVC(6.0.3790.4900);  
Thu, 9 Aug 2012 16:42:23 -0700  
X-IronPort-AV: E=Sophos;i="4.77,743,1336363200";  
d="scan'208,217";a="574792069"  
Received: from toip45.srvr.bell.ca ([67.69.240.46])  
by toip42.srvr.bell.ca with ESMTTP; 09 Aug 2012 19:42:14 -0400  
Received: from rm5.ekkum.com ([199.26.69.37])  
by toip45.srvr.bell.ca with ESMTTP; 09 Aug 2012 19:42:13 -0400  
Received: from [206.47.106.107] (helo=mars)  
by rm5.ekkum.com with esmtp (Exim 4.69 #1 (Debian))  
id 1SzcMm-0005hs-TS  
for <raytech@sympatico.ca>; Thu, 09 Aug 2012 19:42:12 -0400  
MIME-Version: 1.0  
From: "Sunwing Schedule Changes"  
<schedule-changes@sunwing.ca>  
To: raytech@sympatico.ca  
Date: 9 Aug 2012 19:42:12 -0400  
Subject: Flight Schedule Change Notification  
Content-Type: text/html; charset=us-ascii  
Content-Transfer-Encoding: quoted-printable  
Return-Path: schedule-changes@sunwing.ca  
Message-ID: <BAY0-PAMC1-F6tlwDFV000ae2a9@BAY0-PAMC1-F6.Bay0.hotmail.com>  
X-OriginalArrivalTime: 09 Aug 2012 23:42:23.0750 (UTC) FILETIME=[A01D0A60:01CD7688]

This is **Exhibit "E"** to the  
Affidavit of Raymond Paul Nawrot  
sworn this 28<sup>th</sup> day of February, 2013.

*J. K. Beliveau*

---

Notary Public

## Ray NAWROT

---

**From:** Sunwing Schedule Changes [schedule-changes@sunwing.ca]  
**Sent:** August-10-12 2:30 PM  
**To:** raytech@sympatico.ca  
**Subject:** Flight Schedule Change Notification

There has been a change to our flight schedule:

10-Aug-2012 WG201 departing from London - Gatwick at 02:25 will arrive in Toronto - Pearson at 05:40.

This does not require any action on your part.

Based on information at 10-Aug-2012 02:27 PM.

**Note:** We will do everything we can to ensure that notifications are accurate and sent on time, however we cannot be held liable for non-delivery of email messages.

x-store-info:sbevkl2QZR70xo7WID5ZcdV2tiiwGqTn6/zfpm8WNia5UmjbcEGg8WT3+zDVdzNsenirsi  
ewtv7yafi2YoyKuDEvP7D4K8rpyu04BrHffe8g8kkxhXs/vpt105u3yZhjVkJHEV/12mF0=  
Authentication-Results: hotmail.com; sender-id=pass (sender IP is 199.26.69.37)  
header.from=schedule-changes@sunwing.ca; dkim=none header.d=sunwing.ca; x-hmca=pass  
X-SID-PRA: schedule-changes@sunwing.ca  
X-DKIM-Result: None  
X-Message-Status: n:0:n  
X-SID-Result: Pass  
X-AUTH-Result: PASS  
X-Message-Delivery: Vj0xLjE7dXM9MDtsPTE7YT0x00Q9MTtHRD0x01NDTD0w X-Message-Info:  
TueCp05BM3qPQaalwd/nxq2jDVHplpblgaFontd+TidR3GQxxBiWS0OCL0HCpZ+OSOFysHblVB3qB1TGNLf  
ipnaR8SWfm4ZI6XnyqcbkN+cg9c13L89M/L18fL4FzmkeQra2gRnWT/ypSA0aRKBt6816kzLMZIfw  
Received: from toip27.srvr.bell.ca ([67.69.240.29]) by  
BAY0-PAMC1-F5.Bay0.hotmail.com with Microsoft SMTPSVC(6.0.3790.4900);  
Fri, 10 Aug 2012 11:30:53 -0700  
Received: from toip15.srvr.bell.ca ([67.69.240.17])  
by toip27.srvr.bell.ca with ESMTTP; 10 Aug 2012 14:30:49 -0400  
Received: from unknown (HELO rm5.ekkum.com) ([199.26.69.37])  
by toip15.srvr.bell.ca with ESMTTP; 10 Aug 2012 14:30:48 -0400  
Received: from [206.47.106.107] (hello=mars)  
by rm5.ekkum.com with esmtp (Exim 4.69 #1 (Debian))  
id 1SztyX-00079g-Dc  
for <raytech@sympatico.ca>; Fri, 10 Aug 2012 14:30:21 -0400  
MIME-Version: 1.0  
From: "Sunwing Schedule Changes"  
<schedule-changes@sunwing.ca>  
To: raytech@sympatico.ca  
Date: 10 Aug 2012 14:30:21 -0400  
Subject: Flight Schedule Change Notification  
Content-Type: text/html; charset=us-ascii  
Content-Transfer-Encoding: quoted-printable  
Return-Path: schedule-changes@sunwing.ca  
Message-ID: <BAY0-PAMC1-F5G88ZxR000b7de4@BAY0-PAMC1-F5.Bay0.hotmail.com>  
X-OriginalArrivalTime: 10 Aug 2012 18:30:53.0995 (UTC) FILETIME=[46907FB0:01CD7726]

This is **Exhibit "F"** to the  
Affidavit of Raymond Paul Nawrot  
sworn this 28<sup>th</sup> day of *February*, 2013.

*JRSelivan*

---

Notary Public



## Ray NAWROT

---

**From:** Hotels.com UK [confirmation@mail.hotels.com]  
**Sent:** August-10-12 3:41 AM  
**To:** raytech@sympatico.ca  
**Subject:** Booking confirmation (Hotels.com Confirmation Number 110206904349) - Holiday Inn Express London - Park Royal

[Click here to view this email online](#)  
Don't miss out on great deals - add [info@mail.hotels.com](mailto:info@mail.hotels.com) to your email address book or safe list

# Hotels.com

Dear Traveller,

## Your reservation is now confirmed and has been paid in full

Your Hotels.com Confirmation Number is: 110206904349. Thank you for booking with Hotels.com



View or cancel  
your reservation  
online



Print this page



Download  
Hotels.com for  
mobile



View and print a  
receipt



Customer Service  
and FAQs



Book this hotel  
again

---

Tell us what you think...

Please take a minute to answer **two questions** to rate your experience booking with Hotels.com

[Take the survey](#)

## Reservation details

---



### Holiday Inn Express London - Park Royal

★★★★☆ / 4.3  from 458 guest ratings

Victoria Road North Acton  
London, W3 6UP  
GB  
44-20-88964460

## Reservation

**Check-in:** Friday, August 10, 2012  
**Check-out:** Saturday, August 11, 2012  
**Number of nights:** 1 Night(s)  
**Room type:** Standard room, Continental Breakfast, Free Wireless Internet, Breakfast Buffet  
**Number of rooms:** 1 Room(s)

---

## Room 1 :

**Guest(s):** ray nawrot  
1 Adult, 2 Children; Age(s): {15,16}  
**Preferences\*:** Non-Smoking, 1 Bed

\*Please note: Preferences and requests cannot be guaranteed. Special requests are subject to availability upon check-in and may incur additional charges.

---

## Room charges

<b>Room 1 :</b>	<b>Standard room</b>	
<b>Number of nights:</b>	1 Night(s)	
<b>Number of guests:</b>	1 Adult, 2 Children; Age(s): {15,16}	
<b>Nightly charges:</b>	Friday, August 10, 2012	<b>£99.00</b>
	Taxes & fees	<b>0.0</b>
	<b>Total</b> (including taxes and fees)	<b>£99.00</b>

---

## Hotels.com has charged your card for the full payment of this reservation.

Any additional charges and fees incurred during your stay, will be charged in your hotel's local currency and may be subject to a foreign exchange fee.

---

## Payment information

**Billing name** Raymond P Nawrot  
**Card type:** Visa  
**Card number:** XXXX-XXXX-XXXX-5132  
**Billing address:** Raymond P Nawrot  
12 Ieland av  
Toronto  
Ontario  
M8Z 2X5  
Canada

## **Additional hotel information**

---

If you require further information on this hotel, please contact the hotel directly on 44-20-88964460

Pets not allowed Check-in time starts at 2 PM Check-out time is American Express MasterCard Visa

### **Location.**

Holiday Inn Express London - Park Royal is a business-friendly hotel located in central London, close to The General Cemetery of All Souls, Portobello Road Market, and Wembley Stadium. Additional points of interest include Wembley Arena and Griffin Park Stadium.

### **Hotel Features.**

Holiday Inn Express London - Park Royal features a restaurant and a bar/lounge. The hotel serves a complimentary breakfast. This 3-star property has a business center and offers a meeting/conference room. Wireless Internet access (surcharge) is available in public areas. Guest parking is limited, and available on a limited first-come, first-served basis (surcharge). Additional property amenities include laundry facilities, currency exchange, and express check-in.

### **Guestrooms.**

104 air-conditioned guestrooms at Holiday Inn Express London - Park Royal feature coffee/tea makers and complimentary newspapers. Furnishings include desks and sofa beds. Bathrooms feature hair dryers. Wireless Internet access is complimentary. Guestrooms offer direct-dial phones with voice mail. Televisions have satellite channels and pay movies.

---

## **Hotel terms & conditions**

Extra-person charges may apply and vary depending on hotel policy. Photo identification and credit card or cash deposit are required at check-in for incidental charges.

---

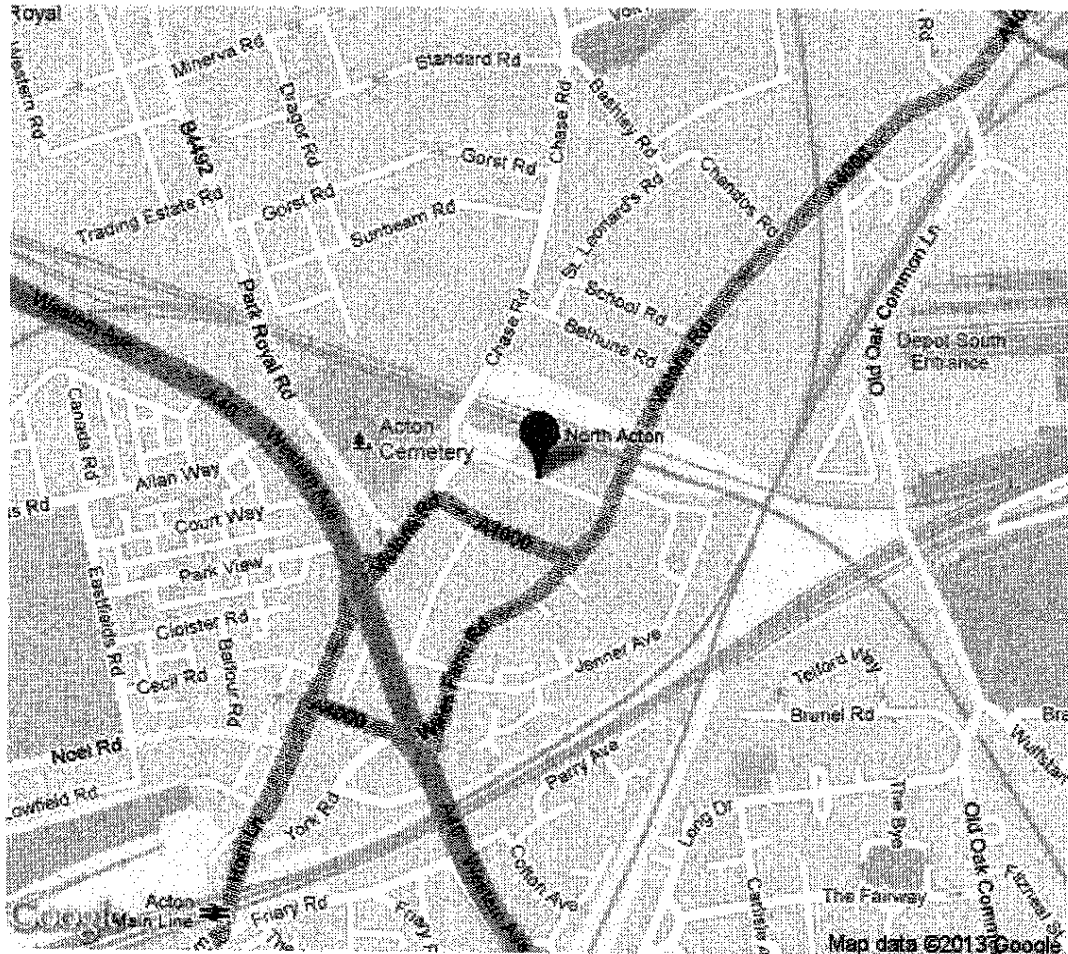
## **Cancellation policy**

This rate is non-refundable and cannot be changed or cancelled - if you do choose to change or cancel this booking you will not be refunded any of the payment.

[View or cancel your booking online](#)

---

## **Map to your hotel**



## Directions

The General Cemetery of All Souls - 3 km / 1.9 mi  
 Westfield London Shopping Centre - 3.1 km / 1.9 mi  
 Shepherd's Bush Empire - 3.3 km / 2 mi  
 Ealing Studios - 3.5 km / 2.2 mi  
 Portobello Road Market - 3.8 km / 2.4 mi  
 Wembley Stadium - 4 km / 2.5 mi  
 Wembley Arena - 4.2 km / 2.6 mi  
 Olympia Conference and Exhibition Centre - 4.6 km / 2.9 mi  
 The Tricycle Theatre - 4.7 km / 2.9 mi  
 Griffin Park Stadium - 5 km / 3.1 mi  
 Kew Palace - 5 km / 3.1 mi  
 Kensington Palace - 5.3 km / 3.3 mi  
 Brent Valley Golf Course - 5.6 km / 3.5 mi  
 Kensington Gardens - 5.9 km / 3.7 mi  
 Royal Albert Hall - 6.2 km / 3.8 mi

The closest major airports to Holiday Inn Express London - Park Royal are:  
 London (LHR-Heathrow) - 14.4 km / 8.9 mi  
 London (LGW-Gatwick) - 41.3 km / 25.7 mi

The preferred airport for Holiday Inn Express London - Park Royal is London (LHR-Heathrow).

Distances are calculated in a straight line from the property's location to the point of interest or airport and may not reflect actual travel distance.

Distances are displayed to the nearest 0.1 mile and kilometre.

Visit Google Maps for more information on how to get to your hotel

More information about your hotel

---

## Customer Service

Questions? Check out our FAQs, or call our Customer Service team:

In **United Kingdom**:

020 302 79 500

Please refer to your Hotels.com Confirmation Number 110206904349 when calling.

## Get rewarded for being a customer

---

Earn FREE\* nights with  **Welcome Rewards** on your next reservation with Hotels.com [Learn more](#)

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---

If you find a lower rate for your hotel stay on another site, let us know and we'll refund the difference to you. [Learn more about our price match guarantee.](#)

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This is **Exhibit "G"** to the  
Affidavit of Raymond Paul Nawrot  
sworn this *28<sup>th</sup>* day of *February*, 2013.

*J.P. Beliveau*

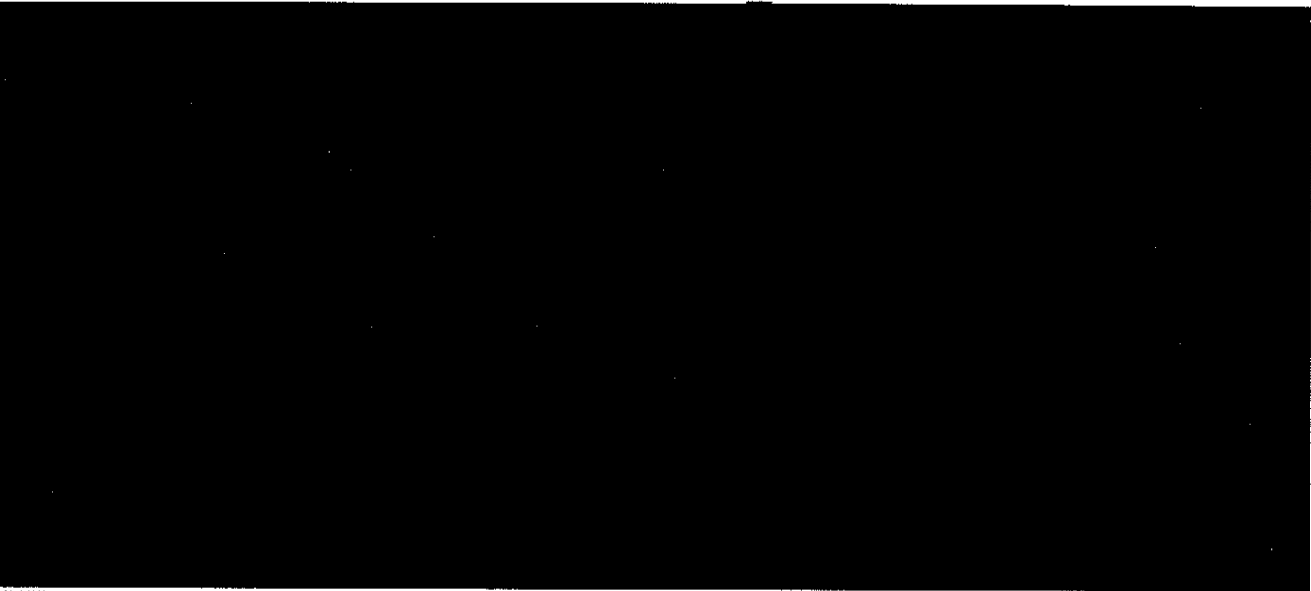
---

Notary Public

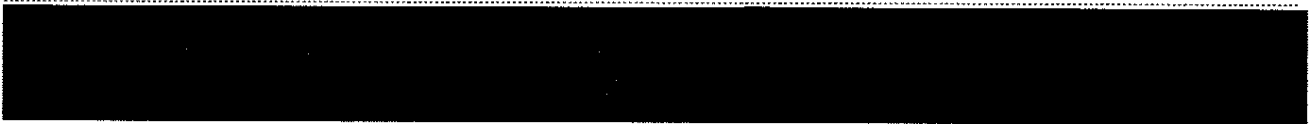
# Your new charges and credits (continued)

Trans date      Post date      Description      Spend Categories      Amount(\$)

Card number ██████████ 5132



Aug 10	Aug 13	Hotels com UK 99.00 GBP @ 1.595858586**	0871 200 0171	Foreign Currency Transactions	157.99
--------	--------	--	---------------	-------------------------------	--------



Aug 10	Aug 13	NEW SOUTHERN RAILW 15.20 GBP @ 1.596052632**	LDN SW1V 5426	Foreign Currency Transactions	24.26
--------	--------	---	---------------	-------------------------------	-------

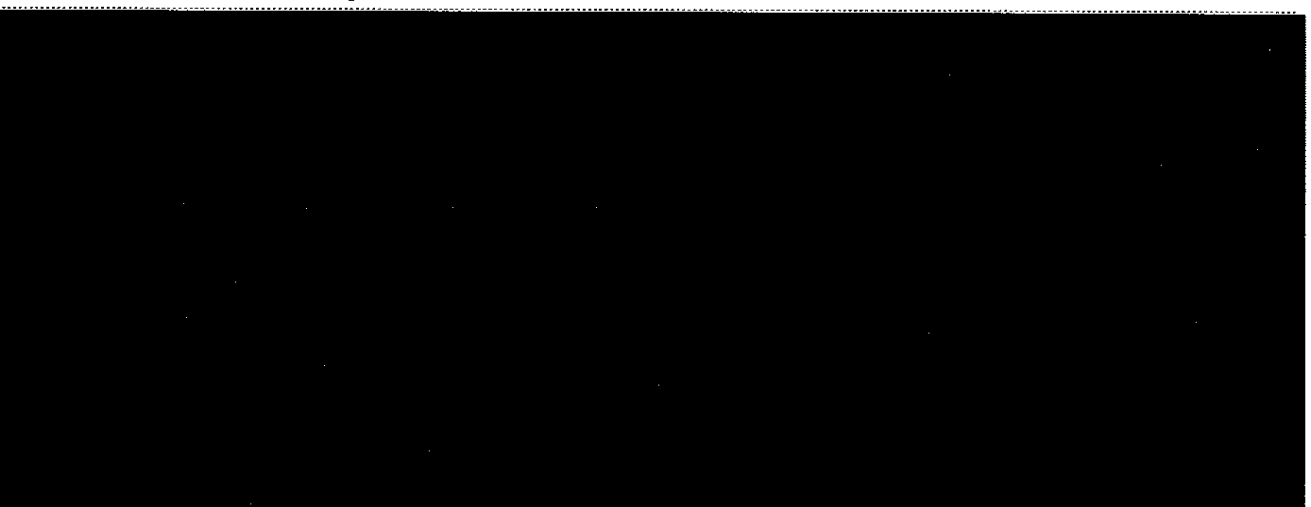


Aug 11	Aug 13	SOFITEL HOTEL	GATWICK	Hotel, Entertainment and Recreation	234.87
--------	--------	---------------	---------	-------------------------------------	--------

Aug 11	Aug 13	AGENT FEE 8900581902510TORONTO ON 3,858.93 USD @ 1.021464499**		Foreign Currency Transactions	3,941.76
--------	--------	---	--	-------------------------------	----------

Aug 12	Aug 13	COA*AIRLINETAXES&FEES 866-636-9088 NY 35.85 USD @ 1.021478382**		Foreign Currency Transactions	36.62
--------	--------	--	--	-------------------------------	-------

Aug 12	Aug 13	S`TEL LGW RECEP 0 WEST SUSSEX 145.80 GBP @ 1.595884774**		Foreign Currency Transactions	232.68
--------	--------	---	--	-------------------------------	--------



This is **Exhibit "H"** to the  
Affidavit of Raymond Paul Nawrot  
sworn this 28<sup>th</sup> day of *February*, 2013.

*L. Beliveau*

---

Notary Public



Spillet London Gatwick  
North Terminal  
Gatwick Airport  
West Sussex RH6 0PH  
01293 567070

MID: 44661693  
TID: 25012711

DATE: 11-08-2012  
TIME: 02:05:23

**PRE-AUTH**

TRANS SEQ: 000007880  
BATCH NUM: 8839  
KEYED

VISA  
EXP DATE: 11/14  
[REDACTED] 5132

PRE AUTH  
LOCAL AMOUNT £200.00  
TRANSACTION CURRENCY AMT  
CAD322.18

INDICATIVE EXCHNG RATE  
GBP=CAD 1.6189

**TOTAL**  
CAD322.18

SIGN  
AUTH CODE: 017972

PLEASE KEEP RECEIPT FOR  
YOUR OWN RECORDS

I ACCEPT THAT I HAVE  
BEEN OFFERED A CHOICE  
OF CURRENCIES FOR  
PAYMENT. I ACKNOWLEDGE  
I HAD A CHOICE TO PAY  
IN STERLING. I  
UNDERSTAND THAT THE  
CHOSEN CURRENCY IS  
FINAL CURRENCY.  
CONVERSION FOR THIS  
TRANSACTION IS  
PERFORMED BY GLOBAL  
BLUE AND IS BASED ON  
THE ROYAL BANK OF  
SCOTLAND GROUP  
WHOLESALE RATE OF TODAY  
WITH A MARK-UP OF 3.1%.

MERCHANT COPY

This is **Exhibit "I"** to the  
Affidavit of Raymond Paul Nawrot  
sworn this 28<sup>th</sup> day of February, 2013.

*J. P. Beliveau*

---

Notary Public

## STRANDED IN LONDON GATWICK

From: [raytech@sympatico.ca](mailto:raytech@sympatico.ca)  
Saved: August-11-12 4:21:40 AM  
To: [onlinebookings@sunwing.ca](mailto:onlinebookings@sunwing.ca)

I am here stranded at LGW with my 2 daughters.

I received 4 emails from sunwing indicating departure was delayed..... each notification had the departure later and later with the final notification indicating the departure time being 0225. I arrive at the airport at 0115.

On arrival the checkin counter was all closed..... the plane was at the gate and I was not allowed to board with my 2 young daughters.

The 'supervisor' was not cooperative at all and I was in shock when I was not allowed to board.

I did provide sunwing with my cell number as per a request I received which was meant to notify me of any schedule changes.

So the flight was 13 hours late, the departure time was changed 4 times and now I am stuck here at Gatwick airport, there was another gentleman who was denied boarding as well.

I might also add, that the sunwing and gatwick airports website did not have any updated information... it was not updated. There was so much confusion that after trying to find out what the status of the flight was, I ended up having a friend in Toronto contact sunwing to find out what was going on. My friend eventually got through to a live person 35 minutes later and the contact at sunwing had admitted there were problems with what the status of the flight and what the sunwing website had reflected.

Please, I am stuck here with my 2 young daughters and understand there is another flight departing LGW today around 8pm London time.

This whole situation was clearly not the fault of myself but rather all the different departure times and inconsistencies with the sunwing, and LGW departure information.

I would also like to add that the people working for you here in London were quite uncooperative and almost hostile.... all I want is to go home.

Can I get on the flight wg201 which departs LGW at 2015 with my 2 daughters?

I can be reached on my cell phone ( the one you have on file ) at 416-356-1703.

In all there are 4 of us denied boarding the flight to Toronto although the latest email I received indicated a 0225 departure and we arrive just shortly after 0100.

Please help us out.

Regards,  
Raymond Nawrot

This is **Exhibit "J"** to the  
Affidavit of Raymond Paul Nawrot  
sworn this 28<sup>th</sup> day of *February*, 2013.

*L. Beliveau*

---

Notary Public

**RE: STRANDED IN LONDON GATWICK**

From: **Online Bookings** (OnlineBookings@sunwing.ca)  
Sent: August-11-12 9:52:20 AM  
To: 'Raymond Nawrot' (raytech@sympatico.ca)

Good morning, I have received your email and am reviewing flight options with our staff in Toronto. Our next flight with over 2 seats available is WG259 departing August 16<sup>th</sup> departing London at 3:20pm, please advise if this schedule is sufficient.

Online Bookings

---

**From:** Raymond Nawrot [mailto:raytech@sympatico.ca]  
**Sent:** August 11, 2012 4:21 AM  
**To:** Online Bookings  
**Subject:** STRANDED IN LONDON GATWICK

I am here stranded at LGW with my 2 daughters.

I received 4 emails from sunwing indicating departure was delayed..... each notification had the departure later and later with the final notification indicating the departure time being 0225. I arrive at the airport at 0115.

On arrival the checkin counter was all closed..... the plane was at the gate and I was not allowed to board with my 2 young daughters.

The 'supervisor' was not cooperative at all and I was in shock when I was not allowed to board.

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Please, I am stuck here with my 2 young daughters and understand there is another flight departing

LGW today around 8pm London time.

This whole situation was clearly not the fault of myself but rather all the different departure times and inconsistencies with the sunwing, and LGW departure information.

I would also like to add that the people working for you her in London were uite uncooperative and almost hostile.... all I want is to go home.

Can I get on the flight wg201 which departs LGW at 2015 with my 2 daughters?

I can be reached on my cell phone ( the one you have on file ) at 416-356-1703.

In all there are 4 of us denied boarding the flight to Toronto although the latest email I received indicated a 0225 depature and we arrive just shortly after 0100.

Please help us out.




Regards,  
Raymond Nawrot

This is **Exhibit "K"** to the  
Affidavit of Raymond Paul Nawrot  
sworn this 28<sup>th</sup> day of *February*, 2013.

*J. Beliveau*

---

Notary Public

<b>Booking Status</b>			
<b>Flight Booking Status:</b> This reservation has been confirmed and the ticket numbers for this itinerary has been emailed. Thank you for booking with CheapOair.com			
<b>Customer Information</b>			
Traveler : <b>Raymond P Nawrot</b>	Booking Number : <b>12744447</b>	Phone : <b>416-233-8406</b>	
Email : <b>ray.nawrot@gmail.com</b>	Booked On : <b>Sat, Aug 11, 2012</b>		
<b>Trip Summary</b>			
<b>For any changes to the itinerary call us 24/7 Toll Free: 800-525-0400</b>			
<b>Flight Summary</b>			
<b>From:</b> London Heathrow, GB (LHR)	<b>Depart:</b> Sun, Aug 12, 2012 11:05 am - 02:05 pm (Nonstop)	<b>Airline Confirmation:</b> Air Canada : LZ8UNR	
<b>To:</b> Toronto Intl, ON , CA (YYZ)			
<b>Traveler Name</b>	<b>Ticket Number</b>	<b>Meal Preference</b>	<b>Special Request</b>
Nawrot, Raymond P (Adult)	0147103700907 E-Ticket	Any meal	—
Nawrot, Kristina P (Adult)	0147103700908 E-Ticket	Any meal	—
Nawrot, Karolyn P (Adult)	0147103700909 E-Ticket	Any meal	—
<b>Disclaimer:</b> All special requests, meal preferences, seat requests are not guaranteed. You must contact your airline to reconfirm that they have received this request and confirmed it.			
<b>Flight Booking Details</b>			
<b>Booking Number : 12744447</b>			
<b>Departing Flight - Sunday, Aug 12, 2012</b>			
	<b>From</b> London Heathrow (LHR) 11:05am - Aug 12, Sun	<b>To</b> Toronto Intl (YYZ) 02:05pm - Aug 12, Sun	<b>Nonstop</b> Coach
<b>Air Canada</b> <b>Flight 863</b> Boeing 767-300 Jet <b>Seats: 29D,29E,29F</b> Airline confirmation: LZ8UNR			
<b>Flight Duration:</b> 8hr 00min		<b>Total Trip Time:</b> 8hr 00min	
			
<b>Baggage Fees:</b> Most airlines now impose baggage fees. Please click the <a href="#">Baggage and Carry On Fees</a> link for complete details and click to check <a href="#">fare rules</a> .			
<b>Please Note:</b> As Airlines have frequent schedule changes, please call the Airline 24 hours prior to scheduled departure to reconfirm your flight details.			
<b>Price Details (USD)</b>			
<b>Flight Price Details</b>			



**Please Note:**

- All fares are quoted in USD.
- Your credit card may be billed in multiple charges totaling the above amount.

Traveler Type	Ticket Price	Tax & Fee Breakdown (incl. Enhanced Seat Assignment)	Total
3 Adult/s	\$1136.12	\$167.14	\$3909.78
		<b>Promo Discount:</b>	<b>-\$15.00</b>
<b>Charged on Credit Card - Visa - ****5132</b>		<b>Subtotal:</b>	<b>\$3894.78</b>
<b>Total Booking Amount:</b>			<b>\$3909.78</b>
<b>Total Discount (Savings):</b>			<b>-\$15.00</b>
<b>Total Cost:</b>			<b>\$3894.78</b>

**Charge Authorization, Your Electronic Signature Copy**

I, Raymond P Nawrot, have read and agree to the Terms and Conditions and I understand that this fare is non-refundable. I agree to pay a total amount of USD **3,894.78** (Credit Card Number:\*\*\*\*5132 ) for this purchase. I understand this is to serve as my legal signature.

**Terms & Conditions**

**Flight Booking Terms & Conditions**

**Notice**

**Ticket Policies, Rules and Restrictions**

- Once purchased, all tickets are considered non-refundable and non-transferable. All service fees are non-refundable.
- Name changes are not permitted. Prices do not include Baggage and Carry-On Fees or other fees charged directly by the airline.
- Fares are not guaranteed until ticketed. All changes are subject to availability, additional fees, airlines rules and regulations.
- All travelers must confirm that their travel documents required are current and valid for your destination.
- Please read important information regarding airlines liability limitations.
- View our terms and conditions.

Thank you for choosing CheapOair.com, we will process your tickets and notify you with your ticket information. If it is an E-ticket, you will receive an email with a ticket number, if it is a Paper ticket we will mail the ticket by courier to the address provided. Our office is open 24 hours a day, 7 days a week. If you need assistance, call us at 800-525-0400 (if you are calling from outside the United States, please call 1-800-525-0400 or 212-478-0335) or contact Customer Care at [Feedback@cheapoair.com](mailto:Feedback@cheapoair.com). Online queries will be responded to in the order in which they are received.

**Advice to Travelers**

**Travel Deals**

If you have signed up for our newsletter, please add [CheapOair@myCheapOair.com](mailto:CheapOair@myCheapOair.com) to your address book to ensure that you receive our latest offers and promotions. If you haven't signed up yet, sign up to receive our deals and discounts.

**Baggage Rules and Fees**

Additional baggage fees may apply. For more details, click here: [Baggage and Carry-On Fees](#). We recommend that you contact the airline you are traveling on for the latest information regarding airline specific baggage rules, requirements and fees.

**Seats**

All seat assignments are on a request basis. We will do all possible to confirm your seat request, however it cannot be guaranteed. We recommend that you choose our "Enhanced Seat Assignment Program" for specialized seating allocation.

**Voluntary Changes**

Although most itineraries ticketed by CheapOair allow for changes, the majority of these itinerary changes require the issuance of a new ticket, as per airline policy. All changes are subject to availability, airline rules and regulations, penalties and a difference from the original airfare and our service fees. The airline has final authorization regarding itinerary changes and penalties.

**Involuntary Changes (Changes done directly by the airline)**

Airlines may make changes to a scheduled flight itinerary that is beyond our control. In these cases, if the airline notifies us with a viable option, we will send you an e-mail with the changes as well as the option the airline is offering. If the airline does not provide us with a viable option, as a valued customer, your reservation will be reviewed and assisted by one of our Schedule Change Specialists.

**Travel Insurance**

We recommend that you protect your investments by purchasing Travel Insurance. The insurance coverage will become effective only once the insurance premium is received in full. View the [Description of Coverage](#).

**Valid Photo I.D.**

A valid government photo I.D. must be presented by all travelers in order to board domestic flights. Minors traveling domestically with parents generally do not need a photo I.D. If traveling with children less than two (2) years old, a birth certificate may be needed to confirm the infant's age. [More Information](#).

**Passport / Visa**

For international travel, all passengers must be in possession of valid travel documents such as ticket, passport, visas, transit visas, Schengen Visas and all other entry permits. Your passport must be valid for 6 months after your return date. While sometimes we may be able to assist with visa and passport information, it is solely the responsibility of the passenger(s) to arrange for all documents needed to enter the country you are traveling to, or passing through in transit.

[U.S. Passport Holder Information](#)

[Canadian Passport Holder Information](#)

[Other Passport Holder](#)

**Fare Changes**

Prior to ticketing, all fares are subject to change. In these rare cases, we reserve the right to notify you of any rule or fare change within three (3) business days. As a courtesy to our valued customers, CheapOair will absorb the difference of the fare up to \$25.00 per passenger. In the event that the fare difference is higher than \$25.00, you will have the option to not purchase this ticket and your credit card will not be charged.

**Online Check In**

If you prefer to check in for your flights online and print your boarding passes, please click our [Airport Check In](#) link to check in for your upcoming flight.

**Up-to-the-Minute Flight Details**

Check the details of your itinerary, ticket status, seat assignments and more by visiting our [Check My Booking](#) page.

**Frequently Asked Questions**

For additional questions and self service, please visit our [Frequently Asked Questions](#) page.

*For example: How and when should I reconfirm my flights? Or, do I need a Visa to travel internationally?*

**Terms and Conditions:**

Please read our [Terms and Conditions](#) for detailed information.

Thank you for using "**CheapOair.com**".

If you need any assistance, please call us at **800-525-0400** or email us at [feedback@cheapoair.com](mailto:feedback@cheapoair.com)

Has your experience with CheapOair.com been a positive one? Has any agent provided exceptional customer

service? We would enjoy hearing from you [compliment@cheapoair.com](mailto:compliment@cheapoair.com)

This is **Exhibit "L"** to the  
Affidavit of Raymond Paul Nawrot  
sworn this 28<sup>th</sup> day of *February*, 2013.

*L. Beliveau*

---

Notary Public

(REV. 08/04)  
ACRES/ED  
PR DONNELLY

**NAWROT KAROLYNP**

ECONOMY CLASS / CLASSE ECONOMIQUE  
ETKT0147103700909

Frequent Flyer/Voyageur assidu

**NAWROT K**

Cabin/Cabine  
Y

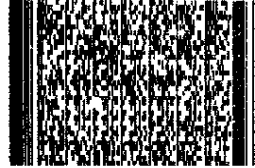
Flight/Vol AC 863 12AUG From/De LONDON-3 Destination TORONTO-T1

Flight/Vol AC 863 Destination TORONTO-T1

Boarding Time/Heure d'embarquement 10:20 Gate/Porte 25 Seat/Place 29F

Seat/Place 29F AISLE/COULOIR

Departure Time/Heure de depart 11:05



Remarks/Observations  
DOK

Airline Use/A usage interne 0215 LHR200459

**AIR CANADA**

A STAR ALLIANCE MEMBER  
MEMBRE DU RESEAU STAR ALLIANCE

Boarding Pass | Carte d'accès à bord

(REV. 08/04)  
ACRES/ED  
PR DONNELLY

**NAWROT KRISTINAP**

ECONOMY CLASS / CLASSE ECONOMIQUE  
ETKT0147103700908

Frequent Flyer/Voyageur assidu

**NAWROT K**

Cabin/Cabine  
Y

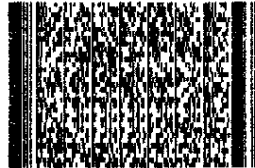
Flight/Vol AC 863 12AUG From/De LONDON-3 Destination TORONTO-T1

Flight/Vol AC 863 Destination TORONTO-T1

Boarding Time/Heure d'embarquement 10:20 Gate/Porte 25 Seat/Place 29E

Seat/Place 29E MIDDLE/CENTRE

Departure Time/Heure de depart 11:05



Remarks/Observations  
DOK

Airline Use/A usage interne 0214 LHR200459

**AIR CANADA**

A STAR ALLIANCE MEMBER  
MEMBRE DU RESEAU STAR ALLIANCE

Boarding Pass | Carte d'accès à bord

(REV. 08/04)  
ACRES/ED  
PR DONNELLY

**NAWROT RAYMONDP**

ECONOMY CLASS / CLASSE ECONOMIQUE  
ETKT0147103700907

Frequent Flyer/Voyageur assidu

**NAWROT R**

Cabin/Cabine  
Y

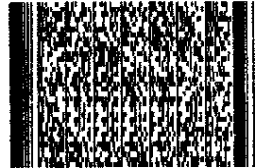
Flight/Vol AC 863 12AUG From/De LONDON-3 Destination TORONTO-T1

Flight/Vol AC 863 Destination TORONTO-T1

Boarding Time/Heure d'embarquement 10:20 Gate/Porte 25 Seat/Place 29D

Seat/Place 29D AISLE/COULOIR

Departure Time/Heure de depart 11:05



Remarks/Observations  
DOK

Airline Use/A usage interne 0213 LHR200459

**AIR CANADA**

A STAR ALLIANCE MEMBER  
MEMBRE DU RESEAU STAR ALLIANCE

Boarding Pass | Carte d'accès à bord

This is **Exhibit "M"** to the  
Affidavit of Raymond Paul Nawrot  
sworn this 28<sup>th</sup> day of *February*, 2013.

*J. P. Beliveau*

---

Notary Public

**SOFITEL**  
LUXURY HOTELS

LONDON GATWICK

Mr. Ray Nawrot  
12 Leland Ave.  
MBZ 2X5 Toronto  
  
CANADA

Room Number : 730  
Arrival Date : 10/08/12  
Departure Date : 12/08/12  
Cashier : 20/KR  
Time : 13:46:00  
No. Guests : 1/0  
Page : 1  
Account No. :  
Agent Ref No. :  
VAT No. : 809823803

Sofitel London Gatwick, 11/08/12

INTERIM 861984/1

Date	Charge Description	Charges	Payments
10/08	Accommodation	109.00	
10/08	Accommodation/Vat	21.80	
11/08	In-room Internet #730	15.00	
11/08	Visa Card XXXXXXXXXXXX5132 11/14		145.80
<b>Balance Due:</b>		<b>£0.00</b>	

**VAT Breakdown:**

Net @ 20%      £ 121.50  
Net @ 4%        £ 0.00  
Non-Vatable    £ 0.00  
Vat 20%        £ 24.30  
Vat 4%          £ 0.00  
Total Bill       £ 145.80

Sofitel London Gatwick  
North Terminal -  
Gatwick Airport  
West Sussex RH6 0PH  
01293 567070

MID: 44681693  
TID: 25312711

DATE: 11.08.2012  
TIME: 12.10.18

TRANS SEQ: 00009150  
BATCH NUM: 0841  
KEYED

VISA  
XXXX XXXX XX 5132

SALE  
LOCAL AMOUNT      145.80  
TRANSACTION CURRENCY AMT  
CAD 234.87

EXCHNG RATE  
GBP=CAD 1.6109

**TOTAL**  
CAD 234.87

PERMISSION TO DEBIT  
ATC

SIGNATURE VERIFIED  
AUTH CODE: 017972

PLEASE KEEP RECEIPT FOR  
YOUR OWN RECORDS

I ACCEPT THAT I HAVE  
BEEN OFFERED A CHOICE



SOFITEL LONDON GATWICK - NORTH TERMINAL - GATWICK AIRPORT - WEST SUSS  
TEL +44 (0)1293 567070 - FAX +44 (0)1293 555037 - E-MAIL H6204@SOFITEL.COM  
REGISTERED IN CARDIFF S454677 ARORA HOTELS LIMITED - THE GROVE, BATH ROAD, WEST

an Arora Hotel

**SOFITEL**  
LUXURY HOTELS

LONDON GATWICK

**Mr. Ray Nawrot**  
12 Leland Ave.  
MBZ 2X5 Toronto

CANADA

Room Number : 730  
Arrival Date : 10/08/12  
Departure Date : 12/08/12  
Cashier : 16/PKS  
Time : 07:49:43  
No. Guests : 1/0  
Page : 1  
Account No. :  
Agent Ref No. :  
VAT No. : 809823803

Sofitel London Gatwick, 12/08/12

**INVOICE 861984/1**

Date	Charge Description	Charges	Payments
10/08	Accommodation	109.00	
10/08	Accommodation/Vat	21.80	
11/08	In-room Internet #730	15.00	
11/08	Visa Card XXXXXXXXXXXX5132 11/14		145.80
11/08	Accommodation/Vat Upgrade	15.00	
11/08	Accommodation	109.00	
11/08	Accommodation/Vat	21.80	
12/08	Visa Card XXXXXXXXXXXX5132 11/14		145.80
<b>Balance Due:</b>		<b>£0.00</b>	

**VAT Breakdown:**

Net @ 20%      £ 243.00  
Net @ 4%        £ 0.00  
Non-Vatable    £ 0.00  
Vat 20%        £ 48.60  
Vat 4%         £ 0.00  
Total Bill      £ 291.60

SOFITEL LONDON GATWICK  
NORTH TERMINAL  
GATWICK AIRPORT  
WEST SUSSEX RH6 0PH  
01293 567070

MID : 39132  
TID : 22757  
12-08-2012      07 47 43

BATCH NUMBER: 0000029  
KEYED

VISA  
XXXX XXXX XXXX 5132  
COMPLETION      £ 145.80  
**TOTAL**      £ 145.80

PERMISSION TO DEBIT  
ACCOUNT

SIGNATURE VERIFIED  
AUTH CODE: 027304

PLEASE KEEP RECEIPT FOR  
YOUR OWN RECORDS

CUSTOMER COPY



SOFITEL LONDON GATWICK - NORTH TERMINAL - GATWICK AIRPORT - WEST SUSSEX  
TEL +44 (0)1293 567070 - FAX +44 (0)1293 555037 - E-MAIL H6204@SOFITEL.COM - W  
REG STERED IN CARDIFF S454977 - ARORA HOTELS LIMITED - THE GROVE - BATH ROAD - WEST DRA

an Arora Hotel



This is **Exhibit "N"** to the  
Affidavit of Raymond Paul Nawrot  
sworn this 28<sup>th</sup> day of *February*, 2013.

*J. Beliveau*

---

Notary Public

## Ray NAWROT

---

**From:** Online Bookings [OnlineBookings@sunwing.ca]  
**Sent:** August-13-12 9:45 AM  
**To:** 'Raymond Nawrot'  
**Subject:** RE: STRANDED IN LONDON GATWICK

Good afternoon, I am emailing to follow up to inquire if you would like the flight on the 16<sup>th</sup> as we have seats available, there will be no charge for this. Please advise if you would like to take this flight.

Regards

Online Bookings

---

**From:** Online Bookings  
**Sent:** August 11, 2012 9:52 AM  
**To:** 'Raymond Nawrot'  
**Subject:** RE: STRANDED IN LONDON GATWICK

Good morning, I have received your email and am reviewing flight options with our staff in Toronto. Our next flight with over 2 seats available is WG259 departing August 16<sup>th</sup> departing London at 3:20pm, please advise if this schedule is sufficient.

Online Bookings

---

**From:** Raymond Nawrot [<mailto:raytech@sympatico.ca>]  
**Sent:** August 11, 2012 4:21 AM  
**To:** Online Bookings  
**Subject:** STRANDED IN LONDON GATWICK

I am here stranded at LGW with my 2 daughters.

I received 4 emails from sunwing indicating departure was delayed..... each notification had the departure later and later with the final notification indicating the departure time being 0225. I arrive at the airport at 0115.

On arrival the checkin counter was all closed..... the plane was at the gate and I was not allowed to board with my 2 young daughters.

The 'supervisor' was not cooperative at all and I was in shock when I was not allowed to board.

I did provide sunwing with my cell number as per a request I received with was meant to notify me of any schedule changes.

So the flight was 13 hours late, the departure time was changed 4 times and now I am stuck here at Gatwick airport, there was another gentleman who was denied boarding as well.

I might also add, that the sunwing and gatwick airports website did not have any updated information... it was not updated. There was so much confusion that after trying to find out what the status of the flight was, I ended up having a friend in Toronto contact sunwing to find out what was going on. My friend eventually got through to a live person 35 minutes later and the contact at sunwing had admitted there were problems with what the status of the flight and what the sunwing website had reflected.

Please, I am stuck here with my 2 young daughters and understand there is another flight departing LGW today around 8pm London time.

This whole situation was clearly not the fault of myself but rather all the different departure times and inconsistencies with the sunwing, and LGW departure information.

I would also like to add that the people working for you here in London were quite uncooperative and almost hostile.... all I want is to go home.

Can I get on the flight wg201 which departs LGW at 2015 with my 2 daughters?

I can be reached on my cell phone ( the one you have on file ) at 416-356-1703.

In all there are 4 of us denied boarding the flight to Toronto although the latest email I received indicated a 0225 departure and we arrive just shortly after 0100.

Please help us out.

Regards,  
Raymond Nawrot

This is **Exhibit "O"** to the  
Affidavit of Raymond Paul Nawrot  
sworn this 28<sup>th</sup> day of *February*, 2013.

*JR Beliveau*

---

Notary Public

## Ray NAWROT

---

**From:** Ray NAWROT [raytech@sympatico.ca]  
**Sent:** August-13-12 11:30 AM  
**To:** 'Online Bookings'  
**Subject:** RE: STRANDED IN LONDON GATWICK

Thanks for your email. I am at home now and have to find out how I proceed with this matter.

---

**From:** Online Bookings [<mailto:OnlineBookings@sunwing.ca>]  
**Sent:** Monday, August 13, 2012 9:45 AM  
**To:** 'Raymond Nawrot'  
**Subject:** RE: STRANDED IN LONDON GATWICK

Good afternoon, I am emailing to follow up to inquire if you would like the flight on the 16<sup>th</sup> as we have seats available, there will be no charge for this. Please advise if you would like to take this flight.

Regards

Online Bookings

---

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Online Bookings

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This whole situation was clearly not the fault of myself but rather all the different departure times and inconsistencies with the sunwing, and LGW departure information.

I would also like to add that the people working for you her in London were uite uncooperative and almost hostile.... all I want is to go home.

Can I get on the flight wg201 which departs LGW at 2015 with my 2 daughters?

I can be reached on my cell phone ( the one you have on file ) at 416-356-1703.

In all there are 4 of us denied boarding the flight to Toronto although the latest email I received indicated a 0225 depature and we arrive just shortly after 0100.

Please help us out.

Regards,  
Raymond Nawrot

This is **Exhibit "P"** to the  
Affidavit of Raymond Paul Nawrot  
sworn this 28<sup>th</sup> day of *February*, 2013.

*J. R. Beliveau*

---

Notary Public

**To: Sunwing Airlines Customer Service**

27 Fasken Drive,  
Toronto, ON,  
M9K 1K6

**From: Raymond Nawrot**

12 Leland Ave,  
Toronto, ON,  
M8Z 2X5

(416) 233-8406

[Ray.Nawrot@gmail.com](mailto:Ray.Nawrot@gmail.com)

August 27th, 2012

To Whom It May Concern,

I am writing regarding compensation for the costs I was forced to incur as a result of missing my Sunwing flight on August 10<sup>th</sup>, 2012 from London Gatwick (LGW) to Toronto Pearson (YYZ). The departure time for the flight was changed four times less than 24 hours before we were originally scheduled to depart. Moreover, the departure and arrival times were not accurately portrayed on your website prior to departure, leading to significant confusion. When I arrived at London Gatwick for the flight, which was finally scheduled to depart more than twelve hours delayed, I found the check-in counter to be closed more than one hour prior to departure, and customer service representatives unwilling to help despite there still being more than an hour before departure. The costs I wish to recoup from Sunwing are the cost of a one-way flight from London Heathrow (LHR) to Toronto Pearson (YYZ) for myself and my two minor daughters, and the cost of the hotel room we stayed in for three days as I attempted to resolve the issue. I am not claiming the additional costs I incurred including food, and transportation between Gatwick and Heathrow.

The night before we were scheduled to depart, I consulted the Sunwing Airlines website to double-check our departure time. I also checked the Toronto Pearson (GTAA) arrivals website to check our time of arrival back



home. This was the beginning of a series of events that caused significant confusion. Both sites reported that the time of departure was scheduled for 2325, and that we were scheduled to land in Toronto at 1535. Prior to departure I had given Sunwing my email address and phone number as contact information in case of emergency or change of schedule (**see Appendix 1**). Accordingly, I also received an email at this time confirming these times (**see Appendix 2, Email 1**). I knew this made no sense given that it was an eight hour flight, so tried to contact someone at Sunwing's customer service to clear up whether the departure or arrival time was wrong. Unfortunately it was already past 5pm in Toronto and your customer service department had closed for the evening. Unsure as to what time I needed to be at the airport in the morning, and what time I should ask my friend back home in Toronto to pick me up, I called a friend in Toronto to try and contact anyone at Sunwing to try and clear this up. My friend spent 35 minutes searching your website and trying various numbers to try and reach a live person to discuss the issue with. Finally she spoke with someone from the Sales Department, who spent another 15 minutes clearing up the issue, who was himself confused about the times posted on the website. He did eventually confirm that the flight was 12 hours delayed and it was the arrival time that was incorrectly posted on the website.

Over the next four hours I received an additional two emails informing me that our flight had been rescheduled, twice (**see Appendix 2, Emails 2 and 3**). On Friday (August 10<sup>th</sup>) morning I received a fourth email from Sunwing telling me that our flight had been rescheduled again even later (**see Appendix 2, Email 4**). Our original reservation at our hotel had us scheduled to check out of our hotel the morning of August 10<sup>th</sup>. Having found out that we would not need to leave for the airport until much later than evening (9-10pm), I had to find another hotel to stay at for the day as our hotel in Clapham had no vacancies. We checked in to the Holiday Inn Express in Action North with the intention of staying for the day until our flight took off (**see Appendix 3 for this charge**).

I arrived with my two daughters at Gatwick more than an hour prior to the rescheduled departure time (0235). I was surprised to find the Sunwing Check-In counter closed at this time, and was later informed by janitorial staff that the counter had closed much earlier. I asked to speak with a supervisor who was unwilling to help us board the aircraft, despite there still being an hour before departure, and the aircraft still sitting at the gate. There were

others in the same situation with similar complaints. We were flatly denied entry to the aircraft. After haggling a short while, we saw that boarding the flight was in vein. Being a widower with two minor daughters accompanying me, I had no choice but to make alternative plans. Accordingly, we checked into the Solitel at London Gatwick for one night (**see Appendix 4 for receipt**), and returned to the check-in counter promptly the next morning (6.45am) to try to make our way home. The representative that morning made no eye contact with me during our conversation, despite the gravity and stress of the situation for both myself and my two daughters, and informed us that we would not be leaving on the next flight out that day at 0815 (I believe). I have happily flown with Sunwing on several occasions, and have found the check-in representatives to be in general, helpful and cheerful. However, the representatives that I encountered at London Gatwick were largely unhelpful to me and particularly unfriendly. I feel that they do not have the travellers best interests at heart, and the only response I was given regarding who else I could speak to was that 'Sunwing is an internet airline'. In my opinion this was very rude, particularly in the context of heightened competition between airlines. I sent an email to Sunwing at this point to try and receive assistance from your Customer Service department back in Toronto considering the lack of assistance I had received from the representatives at London Gatwick (**see Appendix 5**). I received a response indicating that the next available flight would be on August 16<sup>th</sup>, almost a week later (**see Appendix 6**). With two children who I had already paid for to go to camp beginning Sunday August 12<sup>th</sup>, and limited financial resources to remain in London, incurring food, transportation, entertainment, and shelter expenses for an additional week, I then had to make alternative arrangements to get myself and my two daughters home. Accordingly I had no choice but to book a flight with Air Canada at an exorbitant cost (**see Appendix 7**).

Having paid to get myself and my daughters home in time for them to get to camp, I received another email from Sunwing on Monday August 13<sup>th</sup> offering me a flight home at no charge (**see Appendix 8**). This, in my mind, is an admission on the part of Sunwing that it played a role in myself and my daughters being denied boarding to our flight. As indicated at the beginning of this letter, I am asking for the cost of three nights in a hotel, and the cost of the flight I had to purchase on Air Canada to get us home. I am not asking for any of the additional costs I incurred as a result of this situation. That the flight was rescheduled four times less than 24 hours before departure, and that the arrival time was incorrectly posted on your website, caused significant

confusion on the part of myself and other passengers I spoke to at the airport. Moreover, despite arriving more than an hour prior to departure, your check-in counter was closed, and staff were unwilling to help me resolve the situation and find another flight home. I have itemized the costs I am politely asking you to reimburse me for below:

<b>Item</b>	<b>Cost</b>	<b>Cost in CAD</b>
1 night at Holiday Inn Express North Acton	£99	\$155.83
2 nights at London Gatwick's Solitel	£291.60	\$459.01
3 one-way tickets from London Heathrow to Toronto Pearson	\$3858.93 (US)	\$3825.55
<b>TOTAL:</b>		<b>\$4400.39</b>

Note: I used [www.xe.com](http://www.xe.com) to convert these figures, which are accurate at time of writing.

Thank you for your consideration. Prior to this incident I was a happy, and loyal customer of Sunwing Airlines and I hope this matter can be resolved promptly.

Yours sincerely

Raymond Nawrot

This is **Exhibit "P"** to the  
Affidavit of Raymond Paul Nawrot  
sworn this 28<sup>th</sup> day of *February*, 2013.

*J. Beliveau*

---

Notary Public

## Ray NAWROT

---

**From:** Khadean Walker [KWalker@sunwing.ca]  
**Sent:** October-09-12 1:21 PM  
**To:** raytech@sympatico.ca  
**Subject:** SUNWING VACATIONS # 58187993  
**Attachments:** NAWROT x 3.pdf; SWG 201 LGW -YYZ 10AUG12.pdf

Dear Mr. Nawrot,

We have had the opportunity to review your file and would like to respond as follows.

Sincerely,

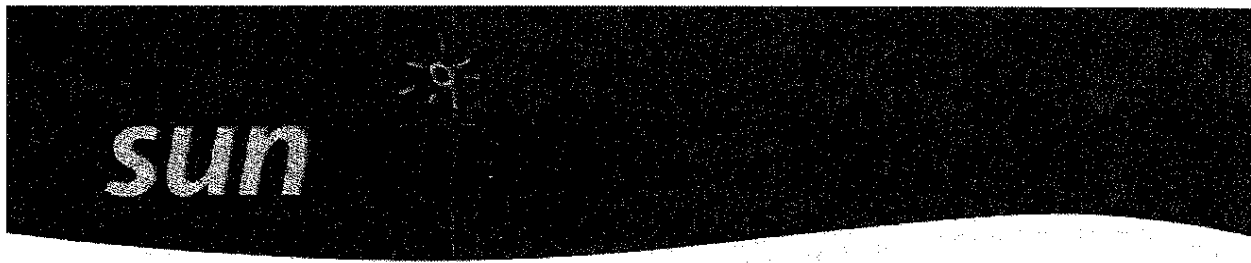
Khadean  
Coordinator, Customer Relations  
Sunwing Vacations Inc.

**Customer Relations Department | Customer Relations  
Sunwing Vacations | Signature Vacations**

Email: [kwalker@sunwing.ca](mailto:kwalker@sunwing.ca)

27 Fasken Drive, Toronto, Ontario M9W 1K6

This information is transmitted on a "WITHOUT PREJUDICE" basis. It is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from any computer.



10AUG2012

10AUG WG 201 LGW-YYZ

Dear Sunwing Client,

Sunwing is committed to meeting our passengers' expectations in providing on time flight service. We can assure you that every effort is made to avoid disruptions to our flying schedule; however there are times when factors outside of our control influence our flight operations.

We wish to advise that the aircraft scheduled to operate your flight will now operate as follows:

11AUG	WG 201	Estimated Departure out of LONDON/GATWICK is	02:25 local time
		Estimated Arrival into TORONTO is	05:40 local time

We apologize for this late notice of change to your flight schedule and for any inconvenience this new schedule may have caused you. We are making every attempt to minimize the delay to your journey. Your flight would have operated as originally scheduled, had it been at all feasible. As a gesture of goodwill we wish to extend to you a future travel voucher, as we hope to be given a future opportunity of servicing your travel needs.

You may choose not to travel on this flight and apply for reimbursement of this paid and unused part of your ticket. **Should you choose the option to be reimbursed, you will therewith waive your right to any further transportation or care by Sunwing** however you will be permitted to make two brief telephone calls of a maximum of two minutes each.

If you choose not to travel, please advise our Airport Staff. To receive your refund please advise Sunwing Customer Relations that you have not traveled and of your choice of reimbursement - in Sunwing future travel vouchers or please provide address for reimbursement. Any related surcharges are not refundable. If your flight is part of a combination of flight, accommodation and/or other vacation services - then the price of your ticket is part of the package sum you have paid and Sunwing will determine the reimbursable sum. Other parts of your package holiday are not eligible for reimbursement and we advise you to contact your holiday reservations supplier regarding this subject. To contact us, please refer to the address or telephone number mentioned below or by email to [europcustomerservice@sunwing.ca](mailto:europcustomerservice@sunwing.ca)

Our Airport Staff is available to you for any further information with regard to the flight delay.

We thank you for choosing Sunwing and look forward to welcoming you onboard for a most enjoyable in-flight experience.

Sincerely,  
Customer Relations

NAME:	TELEPHONE NO.
ADDRESS:	CITY
POSTAL CODE:	
OLD BOOKING REFERENCE NO.	
NEW BOOKING REFERENCE NO.	
FLIGHT INFO 10AUG	WG 201 LGW-YYZ
	GBP 100.00
<p>This voucher offer is valid for one year from this date. Offer is not redeemable for cash. Offer is non transferable and is not applicable for payment of service charges, taxes and any surcharges which may be applicable at the time of booking. Reservations must be made at least 45 days prior to departure. Only one voucher is applicable per person per booking. Please present this voucher at time of booking. This offer is not combinable with any other discount, promotional offer or group booking. We kindly ask that you email a copy of this letter to the Accounting Department at <a href="mailto:\$collections@sunwing.ca">\$collections@sunwing.ca</a>, when you are ready to redeem your voucher. Subject to availability of flights and hotels. <b>***LOST OR STOLEN VOUCHERS WILL NOT BE REPLACED***</b></p>	

<p><b>MONTREAL</b> 7785 Côte-de-Liesse Ouest Ville St-Laurent, Québec H4T 1G3 Canada Tel: 1.866.722.8066</p>	<p><b>TORONTO (HEAD OFFICE)</b> 27 Fasken Drive Toronto, Ontario M9W 1R6 Canada Tel: 416.620.4955 - 1.877.877.1755</p>	<p><b>VANCOUVER</b> 1020-1500 West Georgia St Vancouver, British Columbia V6G 2Z6 Canada Tel: 1.877.877.1755</p>
--	--	--



SUN

October 9, 2012

Email sent to: [raytech@sympatico.ca](mailto:raytech@sympatico.ca)

Re: NAWROT x 3      Booking Number: 58187993

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Dear Mr. Nawrot,

We are in receipt of your correspondence and thank you for allowing us the opportunity of reviewing your concerns. We sincerely appreciate your patience while awaiting our response. We thank you for your placing your concerns in writing for us to review.

We are in receipt of your correspondence and thank you for allowing us the opportunity of reviewing your concerns. We sincerely appreciate your patience while awaiting our response.

We sincerely apologize for any disappointment you may have encountered on your recent trip to London (Gatwick). We can understand how frustrating this delay of your flight must have been and we extend our sincerest apologies for any inconvenience caused. The details of the flight records along with your booking details and documents were reviewed.

It was unfortunate to learn of your dissatisfaction with our representatives. Our reps are usually praised for their courteous and efficient service and we can only apologize that their services failed to meet with your approval.

Accordingly, we sincerely regret that Sunwing Airlines WG 201 operating from London Gatwick to Toronto on August 10, 2012 was not able to depart as originally scheduled. As you are aware, the aircraft scheduled to operate your flight experienced an operational procedures. The details concerning your email were reviewed and the flight information indicates that the flight was rescheduled to 02:25 August 11, 2012. Therefore, passengers are expected to arrive at the check -in counter and present for check -in at least 3 hours prior to departure time. This is recommended as the counter will be closed 1 hour prior to departure. As noted in our Terms and Conditions:

#### **AIRPORT CHECK-IN**

**Check-in commences approximately three hours prior to departure and closes 60 minutes prior to departure. You are required to have obtained your boarding pass and to have presented all checked baggage before the 60 minute cut off/check-in deadline. For security reasons, you will be denied boarding if you have not checked in within that time. Passengers must be available at the boarding gate by the boarding gate deadline time noted on your boarding pass...**

With regards to these details, the record indicates that you were not present for check - in within the time required. As mentioned above the Terms and Conditions will apply. In addition, the offer was provide to you for return on August 16, 2012 as the next available flight with Sunwing from London (Gatwick) to Toronto. As our Online Department advised and noted you had chosen to take another carrier for your return trip. However, according to the EC 261/2004 Regulations as you did not travel on the return portion of your trip. The unused portion of your flight paid will be refunded in the amount of \$ 1,411. 80CAD. This refund will be processed to the credit card in file (VISA # 7077, Exp. 11/14). Please allow for processing through the accounting department within 7 - 10 business days.

Please complete the Full & Final Release below and return it to my attention within 15 business days. You can send it to my attention via fax at 416.798.8760, via e-mail at [customerservice@sunwing.ca](mailto:customerservice@sunwing.ca) or by regular mail to 27 Fasken Drive, Toronto, ONT M9W 1K6. Once we receive your acceptance, we will be more than happy to process your refund at that time to the above-mentioned method.

**Toronto (Head Office):** 27 Fasken Drive Toronto Ontario M9W 1K6 Canada Tel. 416.620.4955 Tel. 1.877.877.1755  
**Montreal:** 7785 Côte-de-Liesse Ouest Ville St-Laurent Québec H4T 1G3 Canada Tel. 1.866.722.8066  
**Western Office:** Unit #305-15957 84th Avenue Surrey British Columbia V4N 0W7 Canada Tel. 1.877.877.1755



The logo features the word "SUN" in a bold, sans-serif font. To the right of the text is a simple line-art icon of a sun with rays.

In addition, we will also extend to you the \$100.00 GBP/ \$150.00CAD future travel voucher that was issued for each paying fare at the airport during this time. A copy of the voucher is attached for your records. You may re-print or copy the voucher to allow each person on booking a voucher.

Once again, please accept our apologies with regards to this flight delay. Our apology at this time may not undo the inconvenience that you felt, but our regret is sincere and do hope that despite the concerns mentioned, we hope that there were aspects of your visit that you did enjoy. Thank you again for bringing these concerns to our attention. We, at Signature Vacations, certainly welcome all feedback regarding our clients' experiences.

Sincerely,

SUNWING TRAVEL GROUP INC.  
Khadean  
Coordinator, Customer Relations



Full & Final Release Form

October 9, 2012

NAWROT, RAYMOND PAUL MR.  
NAWROT, KRISTINA MARIE MISS.  
NAWROT, KAROLYN THERESA MISS.

BOOKING NO. 58187993  
Page 1

**FULL AND FINAL RELEASE**

**IN CONSIDERATION of:**

- the total monetary payment of One Thousand Four hundred and eleven dollars and eighty cents ( \$1,411.80)

in full and final settlement of all claims made by or on behalf of the undersigned, Mr. Paul Raymond (herein the "Releasors") the Releasors do hereby release and forever discharge SUNWING VACATIONS INC. / VACANCES SUNWING INC. AND ITS AFFILIATES, as well as their officers, directors, employees, agents, successors, administrators, assigns and insurers (herein the "Releasees") from any and all actions, causes of action, claims or demands, currently commenced or not, damages or loss, whether direct or indirect, which may have been or may be sustained by reason or in consequence of any event, or occurrence arising in relation to the vacation taken by the Releasors in Toronto to London ( Gatwick), July 29,2012 to August 10,2012, , including but not limited to, all claims identified in Mr. Paul Raymond's letter dated August 13, 2012 and August 27, 2012 (herein the "Incident").

AND FOR THE SAID CONSIDERATION, the Releasors further agree to not assist in making any claim; take any proceedings; provide counsel, assistance or advice to any other person or corporation who might claim; pursuant to the provisions of any applicable statute or otherwise, contribution or indemnity from the Releasees; and to hence forth refrain from any discussion about the Incident or the terms of this Release either privately or professionally unless required to do so by law or at risk of violation of any court or government order.

AND IT IS UNDERSTOOD AND AGREED that the said promise set forth herein is deemed to be no admission of liability on the part of the Releasees.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2012

.....  
Mr. Paul Raymond

.....  
Witness  
Name:

.....  
Witness  
Name:

Refunds can only be applied in the form of the original payment made on your file. If your payment was made by way of a cheque or you are awaiting a future travel voucher, we kindly request that you provide us with your home mailing address:

\_\_\_\_\_  
\_\_\_\_\_

\*\*Credit Card refunds take 5-7 business days. Cheques may take 7-15 business days.  
\*\*This offer is valid for 15 business days. \*\*Please fax to 416.798.8760

**Toronto (Head Office):** 27 Fasken Drive Toronto Ontario M9W 1K6 Canada Tel. 416.620.4955 Tel. 1.877.877.1755  
**Montreal:** 7785 Côte-de-Liesse Ouest Ville St-Laurent Québec H4T 1G3 Canada Tel. 1.866.722.8066  
**Western Office:** Unit #305-15957 84th Avenue Surrey British Columbia V4N 0W7 Canada Tel. 1.877.877.1755

This is **Exhibit "R"** to the  
Affidavit of Raymond Paul Nawrot  
sworn this 28<sup>th</sup> day of *February*, 2013.

*J. Belman*

---

Notary Public

**To: Sunwing Airlines Customer Service**

27 Fasken Drive,  
Toronto, ON,  
M9K 1K6

**From: Raymond Nawrot**

12 Leland Ave,  
Toronto, ON,  
M8Z 2X5

(416) 233-8406

[Ray.Nawrot@gmail.com](mailto:Ray.Nawrot@gmail.com)

October 19<sup>th</sup>, 2012

To Khadean,

Thank you for reviewing my file, booking number 58187993. Your correspondence indicates that Sunwing is willing to provide me with compensation for the unused portion of our tickets, and a travel voucher for future bookings based on its policy that travellers are responsible for arriving at the check-in desk between 1-3 hours before the flight's departure.

While I appreciate your commitment to resolving this issue, I find Sunwing's offer to be unsatisfactory as it is premised on the misconception that my daughters and I are in part to blame for being denied boarding to our flight home. In Sunwing's policy that you sent me it states that:

*'Check-in commences approximately three hours prior to departure and closes 60 minutes prior to departure. You are required to have obtained your boarding pass and to have presented all checked baggage before the 60 minute cut off/check-in deadline. For security reasons, you will be denied boarding if you have not checked in within that time.'*

The fact is that my daughters and I did arrive at the check-in desk in good time for the flight, specifically nearly an hour and a half before its scheduled departure. It is my firm belief that on this occasion Sunwing representatives chose to close the check-in desk earlier than company policy, for reasons I can only speculate but perhaps due to the flight being rescheduled to leave very late at night (0235). As I indicated in my first letter of correspondence to you, my daughters and I were not the only passengers who found themselves denied boarding at this time.

My daughters and I complied with your company policy by arriving nearly 90 minutes prior to departure. We did so despite the fact that the flight had been rescheduled on four different occasions. We were diligent in following the itinerary updates and we made sure that we arrived at the airport in sufficient time to check in. We had absolutely no control over the decision made by Sunwing's airport representatives to close the check-in desk early. The Sunwing check-in desk should have remained open until 0135 hours.

Under the circumstances, I am not accepting your offer of compensation.

Sunwing is completely responsible for failing to keep its check-in desk open until 60 minutes prior to departure and, as a result of that failure, Sunwing is completely responsible for reimbursing the entire amount of the additional expenses that I was forced to incur:

<b>Item</b>	<b>Cost</b>	<b>Cost in CAD</b>
1 night at Holiday Inn Express North Acton	£99	\$157.48
2 nights at London Gatwick's Solitel	£291.60	\$463.89
3 one-way tickets from London Heathrow to Toronto Pearson	\$3858.93 (US)	\$3834.40
<b>TOTAL:</b>		<b>\$4455.77</b>

Note: I used [www.xe.com](http://www.xe.com) to convert these figures, which are accurate at time of writing.

If Sunwing is unwilling to fully compensate me for my expenses, then I will be forced to pursue this matter in Small Claims Court. Indeed, I challenge Sunwing to review the check-in records for my flight from LGW to YYZ to see when the last passenger was checked-in.

I thank you for your continued commitment to resolving this issue,

Raymond Nawrot

This is **Exhibit "S"** to the  
Affidavit of Raymond Paul Nawrot  
sworn this 28<sup>th</sup> day of February, 2013.

*L. R. Beliveau*

---

Notary Public

## Ray NAWROT

---

**From:** Joanne Dhue [JDhue@sunwing.ca]  
**Sent:** November-09-12 12:12 PM  
**To:** 'Ray.Nawrot@gmail.com'  
**Subject:** Sunwing Airlines

Good afternoon Mr. Nawrot,

A copy of your most recent correspondence dated October 19th has been forwarded to my attention.

I kindly ask for your continued patience and cooperation while your file is further reviewed with appropriate management.

Sunwing will respond no later than next Friday, November 16 with our final position and offer of compensation.

Sincerely,

**Joanne Dhue | National Director, Customer Relations**

**Sunwing Vacations | Signature Vacations**

Tel: 416.620.3381 | Fax: 416.798.8760

Email: [jdhue@sunwing.ca](mailto:jdhue@sunwing.ca)

31 Fasken Drive, 2nd Floor

Toronto, Ontario M9W 1K6

This is **Exhibit "T"** to the  
Affidavit of Raymond Paul Nawrot  
sworn this 28<sup>th</sup> day of *February*, 2013.

*J.P. Beliveau*

---

Notary Public



## Ray NAWROT

---

**From:** Ray NAWROT [ray.nawrot@gmail.com]  
**Sent:** November-26-12 10:38 AM  
**To:** 'Joanne Dhue'  
**Subject:** RE: Sunwing Airlines

**Importance:** High

RE: file # **58187993**

It is with great disappointment that I note your failure to comply with your personal assurance that you would provide me with Sunwing's position by November 16th.

Frankly, I expected a higher standard of customer service from the National Director of Customer Relations. Perhaps this matter is inconsequential to you, but it happens to be quite important to me, as I am out of pocket a substantial amount of money because of Sunwing.

Taken together with the inexcusable situation that my daughters and I experienced at London Heathrow, your neglect in meeting your own deadline gives me little reason to have any confidence in anyone associated with Sunwing.

It has been 3 1/2 months since our trip and Sunwing has had ample time in which to thoroughly investigate the merits of my complaint. This entire affair began with me wanting to provide my daughters with a trip that would be memorable for them. I did not anticipate that the one lasting memory might be the way in which we have been treated by Sunwing.

I am a widower and I have been raising my daughters alone. We have had a lot of sadness and heartache in our family. This entire affair began with me wanting to provide my daughters with a trip that would be memorable for them. I did not anticipate that the one lasting memory might be the way in which we have been treated by Sunwing.

I would like to put this matter behind us. With Christmas quickly approaching, I would really appreciate a full reimbursement of my money so that I can use it to make this Christmas a happy one for my daughters.

Regards ,

Ray Nawrot

---

**From:** Joanne Dhue [mailto:JDhue@sunwing.ca]  
**Sent:** November-09-12 12:12 PM  
**To:** 'Ray.Nawrot@gmail.com'  
**Subject:** Sunwing Airlines

Good afternoon Mr. Nawrot,

A copy of your most recent correspondence dated October 19th has been forwarded to my attention.

I kindly ask for your continued patience and cooperation while your file is further reviewed with appropriate management.

Sunwing will respond no later than next Friday, November 16 will our final position and offer of compensation.

Sincerely,

**Joanne Dhue | National Director, Customer Relations**

**Sunwing Vacations | Signature Vacations**

Tel: 416.620.3381 | Fax: 416.798.8760

Email: [jdhue@sunwing.ca](mailto:jdhue@sunwing.ca)

31 Fasken Drive, 2nd Floor

Toronto, Ontario M9W 1K6

This is **Exhibit "U"** to the  
Affidavit of Raymond Paul Nawrot  
sworn this 28<sup>th</sup> day of February, 2013.

*J. Beliveau*

---

Notary Public

## Ray NAWROT

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**From:** Joanne Dhue [JDhue@sunwing.ca]  
**Sent:** November-26-12 11:09 AM  
**To:** 'Ray NAWROT'  
**Subject:** RE: Sunwing Airlines

Good morning Mr. Nawrot,

My sincere apologies for missing the deadline that I had made promised to you.

Are you available to speak today?

Sincerely,

**Joanne Dhue | National Director, Customer Relations**  
**Sunwing Vacations | Signature Vacations**  
Tel: 416.620.3381 | Fax: 416.798.8760  
Email: [jdhue@sunwing.ca](mailto:jdhue@sunwing.ca)  
31 Fasken Drive, 2nd Floor  
Toronto, Ontario M9W 1K6

---

**From:** Ray NAWROT [<mailto:ray.nawrot@gmail.com>]  
**Sent:** November 26, 2012 10:38 AM  
**To:** Joanne Dhue  
**Subject:** RE: Sunwing Airlines  
**Importance:** High

RE: file # **58187993**

It is with great disappointment that I note your failure to comply with your personal assurance that you would provide me with Sunwing's position by November 16th.

Frankly, I expected a higher standard of customer service from the National Director of Customer Relations. Perhaps this matter is inconsequential to you, but it happens to be quite important to me, as I am out of pocket a substantial amount of money because of Sunwing.

Taken together with the inexcusable situation that my daughters and I experienced at London Heathrow, your neglect in meeting your own deadline gives me little reason to have any confidence in anyone associated with Sunwing.

It has been 3 1/2 months since our trip and Sunwing has had ample time in which to thoroughly investigate the merits of my complaint. This entire affair began with me wanting to provide my daughters with a trip that would be memorable for them. I did not anticipate that the one lasting memory might be the way in which we have been treated by Sunwing.

I am a widower and I have been raising my daughters alone. We have had a lot of sadness and heartache in our family. This entire affair began with me wanting to provide my daughters with a trip

that would be memorable for them. I did not anticipate that the one lasting memory might be the way in which we have been treated by Sunwing.

I would like to put this matter behind us. With Christmas quickly approaching, I would really appreciate a full reimbursement of my money so that I can use it to make this Christmas a happy one for my daughters.

Regards ,

Ray Nawrot

---

**From:** Joanne Dhue [mailto:JDhue@sunwing.ca]

**Sent:** November-09-12 12:12 PM

**To:** 'Ray.Nawrot@gmail.com'

**Subject:** Sunwing Airlines

Good afternoon Mr. Nawrot,

A copy of your most recent correspondence dated October 19th has been forwarded to my attention.

I kindly ask for your continued patience and cooperation while your file is further reviewed with appropriate management.

Sunwing will respond no later than next Friday, November 16 with our final position and offer of compensation.

Sincerely,

**Joanne Dhue | National Director, Customer Relations**

**Sunwing Vacations | Signature Vacations**

Tel: 416.620.3381 | Fax: 416.798.8760

Email: [jdhue@sunwing.ca](mailto:jdhue@sunwing.ca)

31 Fasken Drive, 2nd Floor

Toronto, Ontario M9W 1K6

This is **Exhibit "V"** to the  
Affidavit of Raymond Paul Nawrot  
sworn this 28<sup>th</sup> day of *February*, 2013.

*J. Beliveau*

---

Notary Public

December 3, 2012

Mr. Mark Williams  
President, Sunwing Airlines  
31 Fasken Drive,  
Toronto, Ontario  
M9W 1K6

Dear Mr. Williams:

Re: file #58187993

My name is Raymond Nawrot.

This past summer, I booked a trip to Europe with Sunwing for me and my 2 daughters.

Our trip was a great one, until we had a very unpleasant experience on our return home to Toronto via London Gatwick.

Our originally-scheduled flight from Gatwick to Toronto was scheduled to depart at 12:20 p.m. on Friday, August 10<sup>th</sup>.

That flight ended up being 14 hours late and, as a result, the departure time from Gatwick was changed a total of *4 times*, with the last departure time being set for 02:25 hours – in the middle of the night.

Although my daughters and I arrived more than one hour prior to departure, the Sunwing check-in desk was closed and we were denied boarding.

Because we were not allowed to board our flight, I was forced to incur additional expenses (hotel and additional airfare with another carrier) in the amount of \$4,400.39, so that I could get my daughters home in time for them to attend camp beginning August 12th.

Attached is a copy of an e-mail that I sent to Sunwing at 4:21 a.m. on August 11, 2012 while my 2 daughters and I were stranded at the Gatwick airport.

Sunwing's response to the above e-mail was that the next flight with over 2 seats available was departing 5 days later, on August 16<sup>th</sup>. The seats were offered to me at "no cost".

Since our return home, I have been attempting to be reimbursed by Sunwing for the additional expenses.

If I was upset and frustrated by my experience at London Gatwick, I can tell you that my experience dealing with Sunwing staff since then has been even more frustrating.

I was initially dealing with Khadean Walker of your Customer Service Department. Most recently, I have been dealing with Joanne Dhue, your National Director of Customer Relations.

Ms. Dhue first contacted me by e-mail on November 9, 2012, acknowledging my complaint and promising that she would respond “no later than Friday, November 16” with Sunwing’s offer of compensation.

By November 26<sup>th</sup> – 10 days past Ms. Dhue’s own deadline – since I had not heard anything more from Ms. Dhue, I wrote to her.

I attach a copy of my e-mail dated November 26, 2012 to Ms. Dhue.

I spoke to Ms. Dhue very briefly by telephone later that same day and I can tell you that I was left both upset and dissatisfied at the end of that conversation.

Not only did Ms. Dhue repeatedly ask me why I had not arrived at Gatwick 3 hours before departure, she also indicated that she still needed to obtain further information from your Gatwick staff. I truly do not know why it would take this long to investigate and confirm what happened more than 3 months ago!

In the end, Ms. Dhue said that Sunwing would compensate me for \$2,200 of the entire \$4,400 in unexpected expenses. That proposal suggests that I was 50% to blame for the situation.

Sunwing’s boarding policy, as I am sure you know, states that check-in closes 60 minutes prior to departure. My daughters and I were at the check-in desk more than 60 minutes prior to departure and the check-in desk was already closed. That is not my fault – that is Sunwing’s fault, and I should not have to pay the price because Sunwing did not comply with its own policy.

In the Sunwing in-flight magazine, you are quoted as stating:

***“We hire professional, service-oriented people who are passionate about what they do and are always ready to go that extra mile for our customers. Most of our travellers are on holiday and we want their enjoyment to start from the minute they get to the airport to the end when they leave the airport to go home.”***



Frankly, my experience with Sunwing has been anything but an example of how your staff “go that extra mile”.

I am at a loss to understand why Sunwing refuses to accept full responsibility for this situation.

The in-flight magazine stated that you want “to be personally involved in everything that affects the brand.” I would be grateful if you would become personally involved with this matter and authorize the full reimbursement of my expenses.

Yours truly,

Raymond Nawrot  
12 Leland Avenue  
Toronto, ON M8Z 2X5  
(416) 233-8406  
[Ray.Nawrot@gmail.com](mailto:Ray.Nawrot@gmail.com)

This is **Exhibit "W"** to the  
Affidavit of Raymond Paul Nawrot  
sworn this 28<sup>th</sup> day of *February*, 2013.

*L. P. Belineau*

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Notary Public



January 03, 2013

Raymond Nawrot  
12 Leland Avenue  
Toronto, Ontario  
M8Z 2X5

Dear Mr. Nawrot,

Thank you for your patience while allowing me to review your file and your concerns outlined in your letter dated December 03, 2012 with our Customer Relations Department.

It is always a great concern when our customers return from a holiday disappointed.

Please understand that we take great care in selecting the third party companies that we work with throughout the world. Our airport stations follow strict policies and procedures and the cut off time and closure of the counters is one hour prior to departure. All passengers are required to have obtained a boarding pass and to have presented themselves and all checked baggage before the 60 minutes cut off/check-in deadline.

Upon reviewing the Quality Control Manifest (a manifest of which is generated after each departure of a flight by the airport station) your booking (family) were listed as what we refer to as a NO-SHOW. This document provided by our ground handling provider in Gatwick confirms that the counter remained open until one hour prior to departure and we have not been contacted by any other party claiming that the counter was closed upon their arrival at the airport which resulted in them not travelling on the flight on August 10, 2012.

Mr. Nawrot, based on this information provided by the Gatwick Airport, we have no reason to believe that the counter was closed prior to the one hour cut off.

In speaking with Ms. Dhue, the information that you have provided does not substantiate nor support that you had presented yourself at the counter more than one hour prior and the information that we have retrieved from the Gatwick Airport does support that the airport station was following the procedures in place; hence the reason your request of the additional expenses incurred were denied.

Based on compassionate grounds, and due to the fact that your disappointment continued in the responses generated by our Customer Relations Department, Ms. Dhue offered to refund 50% of the additional expenses you incurred as a gesture of goodwill. I do feel that this is fair.

Mr. Nawrot, in closing, I hope my response is received in the intent that it is written. I am sorry that your experience this time with Sunwing was not indicative as what so many travellers experience and I hope that you do accept the refund of \$2,200.00 and allow us the opportunity again in the future to be your next travel provider.

Sincerely,



Mark Williams  
President, Sunwing Airlines  
27 Fasken Drive  
Toronto, Ontario  
M9W 1K6

This is **Exhibit "X"** to the  
Affidavit of Raymond Paul Nawrot  
sworn this 28<sup>th</sup> day of *February*, 2013.

*J.P. Beliveau*

---

Notary Public

January 21, 2013

Mr. Mark Williams  
President, Sunwing Airlines  
31 Fasken Drive,  
Toronto, Ontario  
M9W 1K6

**Re: file #58187993**

Dear Mr. Williams:

Thank you for your response dated January 3, 2013.

Contrary to the information you received, I must insist that myself and my two daughters (ages 17 and 15) who can both collaborate on our arrival time of 01:10.

In addition there was also another traveler who arrived at 01:15 who was also surprised to find the check in counter closed, he too was denied boarding.

Both my family and the other traveler *were* at the check in counter well before the cutoff time. I have been in touch with this traveler since the beginning of our ordeal.

Mr. Williams, if you are not prepared to resolve this matter to our satisfaction, I will have no choice but to file a complaint with the Canadian Transport Agency.

A prompt response to this matter would be greatly appreciated.

Regards,

Raymond Nawrot  
12 Leland Avenue  
Toronto, ON M8Z 2X5  
(416) 233-8406  
ray.nawrot@gmail.com

This is **Exhibit "Y"** to the  
Affidavit of Raymond Paul Nawrot  
sworn this 28<sup>th</sup> day of *February*, 2013.

*J. R. Beliveau*

---

Notary Public

February 11, 2013

**VIA EMAIL**

Mr. Mark Williams, President  
Sunwing Airlines

Dear Mr. Williams:

**Re: Request for compensation on behalf of the Nawrot family  
for being denied boarding and/or transportation and/or being delayed  
on or around August 10, 2012  
Your reference: 58187993 / Our reference: 0575-Nawrot**

I have been retained to act on behalf of of the Nawrot family (Mr. Raymond Nawrot, Ms. Kristina Nawrot, and Ms. Karolyn Nawrot) in relation to their claim against Sunwing Airlines for being denied boarding and/or transportation and/or being delayed on or around August 10, 2012 on Flight WG 201. My understanding of the relevant facts is as follows.

1. On or around January 26, 2012, the Nawrot family purchased the following itinerary:

<b>Flight</b>	<b>Date</b>	<b>Depart</b>	<b>Arrive</b>
WG 200	Jul. 29, 2012	Toronto (YYZ) 11:00 pm	London Gatwick (LGW) 11:20 am (+1)
WG 201	Aug. 10, 2012	London Gatwick (LGW) 12:20 pm	Toronto (YYZ) 3:35 pm

2. On August 9 and 10, 2012, Mr. Nawrot received four email messages from Sunwing Airlines informing him about a “change” to the “flight schedule” of Flight WG 201:
  - (a) “10-Aug-2012 WG201 departing from London - Gatwick at 23:25 will arrive in Toronto - Pearson at 15:35.”
  - (b) “10-Aug-2012 WG201 departing from London - Gatwick at 00:55 will arrive in Toronto - Pearson at 15:35.”



- (c) "10-Aug-2012 WG201 departing from London - Gatwick at 01:45 will arrive in Toronto - Pearson at 15:35."
- (d) "10-Aug-2012 WG201 departing from London - Gatwick at 02:25 will arrive in Toronto - Pearson at 05:40."

The same emails also stated that "This does not require any action on your part."

3. Based on the information that Sunwing Airlines provided to Mr. Nawrot by email, the Nawrot family arrived at the London Gatwick (LGW) airport shortly after 1:00 am on August 11, 2012 in order to present themselves to check in to their flights at least one full hour before the scheduled departure time.
4. Upon arrival at the airport, the Nawrots found Sunwing Airlines' check-in counters closed. A supervisor acting on behalf of Sunwing Airlines explicitly refused to allow the Nawrots to check in and board Flight WG 201, even though there was more than an hour left before the scheduled departure time (2:25 am) of the flight.
5. I note that Flight WG 201 departed only at 2:49 am on August 11, 2012.
6. I also note that the fact that the Nawrots were at the London Gatwick airport well before 1:25 am (i.e., one hour before the scheduled departure time of 2:25 am) on August 11, 2012 is corroborated by the credit card statement of Mr. Nawrot, showing the purchase of train tickets to the Gatwick airport at Victoria Station on August 10, 2012, and a credit card slip of Mr. Nawrot, displaying the time of check-in with the London Gatwick's Sofitel.
7. On August 11, 2012 around 6:45 am, the Nawrots returned to Sunwing Airlines' check-in counter, and sought assistance to return to Toronto on the same day, but were again refused.
8. By email, Sunwing Airlines offered the Nawrots transportation **six days later**, on Flight WG 259 departing on August 16, 2012. This was neither reasonable nor acceptable to the Nawrots given that Sunwing Airlines did not offer to pay for their accommodation and meals, and also because the Nawrots had paid for a camp that was starting on August 12, 2012 in Canada.
9. Thus, the Nawrots were left with no choice but to purchase tickets for Air Canada Flight 863 for August 12, 2012 to return to Toronto.
10. The Nawrots incurred substantial out-of-pocket expenses as a result of the incident: 3 one-way airfares from London to Toronto, accommodation, and meals.

It is my position that the Nawrots were delayed, denied boarding, and denied transportation by Sunwing Airlines without any justification, and as such Sunwing Airlines is liable for the Nawrots' out-of-pocket expenses, and must also pay the Nawrots denied boarding compensation.

The out-of-pocket expenses incurred by the Nawrots is summarized in the following table:

<b>Description</b>	<b>Amount</b>	<b>CAD\$</b>
3 one-way airfares from London (LHR) to Toronto (YYZ)	US\$3,858.93	\$3,941.76
plus travel agent fees/taxes	US\$35.85	\$36.62
1 night at Holiday Inn Express North Acton	GBP 99.00	\$157.99
2 nights at London Gatwick's Sofitel	GBP 291.60	\$466.95
Meals for 3 people for 2 days (CAD\$60 per person per day)		\$360.00
<b>TOTAL (in CAD\$):</b>		<b>\$4,963.32</b>

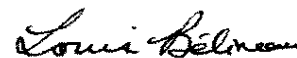
It is my understanding that Mr. Nawrot provided Sunwing Airlines with supporting documents to establish that the Nawrots did indeed incur these expenses. However, I will be happy to provide you with the receipts once more if necessary.

Since Flight WG 201 was departing from an airport within the European Community, denied boarding compensation is governed by *Regulation (EC) 261/2004*, which prescribes denied boarding compensation in the amount of EUR 600 per passenger for long flights.

Thus, the Nawrots are also entitled to denied boarding compensation from Sunwing Airlines in the amount of EUR 1,800, that is **CAD\$2,410.56**.

Therefore, Sunwing Airlines is hereby respectfully requested to pay compensation to the Nawrots totalling **CAD\$7,373.88** in relation to the incident.

I look forward to hearing from you.



Louis Béliveau

Cc: Mr. Ray Nawrot

This is **Exhibit "Z"** to the  
Affidavit of Raymond Paul Nawrot  
sworn this 28<sup>th</sup> day of February, 2013.

*A. Beliveau*

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Notary Public



# DESTINATIONS QCM

STATION	LGW	* ALL TIMES UTC *	SUNWING REP
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GROUND HANDLER INFO	RAMP LEAD	EVE	PAX SUP
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### ARRIVAL

DATE	10 AUG 2012	FLT NUMBER	SWG200	A/C REG	CSTFT
STA	09:20	ATA	23:45	FROM	YYZ
PAX	249+3	SPECIALS	1UM 3WCR WCS	INT/Classic Pax	-

BAGGAGE DELIVERY	00:09	00:34
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### DEPARTURE

DATE	10 AUG 2012	FLT NUMBER	SWG201	A/C REG	CSTFT
STD	11:20	ETD	01:25	DESTINATION	YYZ
GATE	51	PAX (including)	289	SPECIALS	3WCR 2WCS

	11P N		12P N		21P N		22P N											
CSTFT	11R	12R	13R	14R	21R	22R	23R	24R	31 DQF B	32 DQF B	33 DQF B	34 DQF B	41 DQF B	42R N	43R	5		
	11L	12L	13L	14L	21L	22L	23L	24L						42L N	FKT	6 CREW BAGS		
Max Weight/CPT	7,192 Kg				7,192 Kg				7,680 Kg				6,694 Kg		2,926 Kg			

← FWD

AFT →

	HOLD 1	HOLD 2	HOLD 3	HOLD 4	HOLD 5
TRANSIT LOAD	0	0	0	0	0
BAGS	0	0	3528	952	150
CARGO	0	0	0	0	0
FKT WEIGHT	0	0	0	659	0
*ULD WEIGHTS	0	0	552	138	0
OTHER	0	0	0	0	0
TOTAL WEIGHT IN KGS	0	0	4080	1749	150

Grooming		Lavatory		Portable Water		Catering		Fueling		Bag Loading	
Start	End	Start	End	Start	End	Start	End	Start	End	Start	End
00:00	00:20	00:00	00:20	00:00	00:20	00:20	00:35	00:05	00:35	00:10	00:35

### BOARDING TIMES

CREW	PRE-BOARDS	GENERAL	FINAL	SECURE	LAST PAX	DOORS
00:15	00:35	00:40	01:05	01:05	01:05	01:25

BAG PULL		FINAL PAX COUNTS			ATD
Start	End	In Transit	Expanded	Total On Board	
-	-		289+6	289+6	01:30

Last Minute Ticket Sales	Delays	2P	3P	4P	Man Power	Req Demand	Excess
Yes/No	Code				Ramp	Pax	Yes/No
Yes	93	-	-	-	-	-	-
Amount	£50.00	Mins	1410				£225

### REMARKS

DELAY DUE TO LATE INBOUND AIRCRAFT: 14hrs 10mins  
 2x excess: 4kg and 11kg  
 1x ELITE PLUS sold: PARAMESWARAN

