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VIA EMAIL

Court of Appeal for British Columbia
400-800 Hornby Street
Vancouver, BC V6Z 2C5

Dear Registrar Outerbridge,

RE: Air Passenger Rights v. WestJet Airlines Ltd. et al. CA51094 – WestJet's Reply

Please bring this letter to the Division that heard this appeal: Fleming; Riley; and Mayer, JJ.A. The Appellant objects to WestJet's reply submissions, as it contains new assertions beyond the permissible bounds of a reply, and seeks leave for the short comments below in sur-reply.

At paras. 3, 8, and 11, WestJet made a new assertion that the flight was part of "*winding down operations*" based on evidence of *one* flight being cancelled. WestJet invites the Court to make a leap from evidence of a "*schedule reduction during the negotiations*" to a finding of "*winding down operations in preparation for a strike*." In any event, winding down is a business consideration to protect WestJet's interests, despite labour having been available for the flight.

At para. 8, WestJet also invokes the *Lareau FCA* terminology for the first time and raises a new argument that it loses "control or influence" mid-flight. That is both factually and legally inaccurate. Pilots cannot eject themselves into a picket line mid-flight, as both sides have legal obligations to transport the passengers to safety even with a legal work stoppage.[1] WestJet failed to prove its claim of a loss of "control or influence" of the Boyds' flight; its speculative business considerations *after* landing are irrelevant to the control of the flight itself. WestJet's extension of "labour disruption" actually negatively "*influenc*[es] *the collective bargaining process,*" allowing airlines to offload its costs for labour unrest onto passengers.

At para. 11, WestJet is bootstrapping additional text that is not even in the RIAS, which made no mention of "*winding down operations*." WestJet overstated that the CTA acceded to the airlines' concerns of "*influencing the collective bargaining process*." When "within the carrier" was adopted as an exception in s. 10(1)(j) of *APPR*, the narrower "disruption" text was used in place of the proposed "dispute" language.[2] This signals that not any "dispute" would suffice; it must rise to the level of a "disruption" to the labour supply that causes a flight cancellation.

Yours truly,
EVOLINK LAW GROUP
Simon Lin
SIMON LIN, Barrister & Solicitor

CC: Michael Dery and Kathryn McGoldrick, counsel for WestJet Airlines Ltd.; Eliza McCullum and Clayton Gallant, counsel for the CRT.

[1] *Canada Labour Code*, R.S.C., 1985, c. L-2, s. 87.4 (Maintenance of activities).
[2] See paras. 13-14 of WestJet's response factum filed on January 12, 2026.