



**This is the 1<sup>st</sup> Affidavit  
of Brittany Dieno in this proceeding  
and was made on November 18, 2024**

No. NEW-S-S-254452  
New Westminster Registry

**IN THE SUPREME COURT OF BRITISH COLUMBIA**

IN THE MATTER OF THE *JUDICIAL REVIEW PROCEDURE ACT*, RSBC 1996, c 241

BETWEEN

**AIR PASSENGER RIGHTS**

Petitioner

AND:

**WESTJET AIRLINES LTD.**

Respondent

**Affidavit #1 of Brittany Dieno**

I, Brittany Dieno, paralegal, of 101-5553 16<sup>th</sup> Avenue, in the City of Delta, in the Province of British Columbia, SOLEMNLY AFFIRM THAT:

1. I am Brittany Dieno, contract paralegal to Simon Lin, (counsel for the petitioner) and as such I have personal knowledge of the matters hereinafter deposed to, except where stated to be on information and belief and, where so stated, I verily believe those matters to be true.
2. Attached and marked as **Exhibit "A"** is a copy of an email from Simon Lin to Valerie Lagace enclosing a copy of the Petition and supporting Affidavit in this matter, sent on July 30, 2024.
3. Attached and marked as **Exhibit "B"** is a copy of an email from Valerie Lagace to Simon Lin thanking Mr. Lin for bringing the matter to their attention, sent on July 30, 2024.
4. Attached and marked as **Exhibit "C"** is a copy of a letter from Simon Lin to Mr. Michael Dery at Alexander Holburn Beaudin + Lang LLP, regarding the Response to Petition, dated September 19, 2024.

5. Attached and marked as **Exhibit “D”** is a copy of a letter from Mr. Michael Dery at Alexander Holburn Beaudin + Lang LLP, to Simon Lin responding to Mr. Lin’s letter of September 19, 2024, dated October 15, 2024.
6. Attached and marked as **Exhibit “E”** is a copy of an email from Simon Lin to Michael Dery, Zara Rahman, Katelyn Chaudhary and Elisa Aguiar, serving Affidavit #2 of C. Machado, sent on October 28, 2024.
7. Attached and marked as **Exhibit “F”** is a copy of a letter from Simon Lin to Mr. Michael Dery at Alexander Holburn Beaudin + Lang LLP, regarding Affidavit #2 of Ms. Ciarah Machado, dated October 28, 2024.
8. Attached and marked as **Exhibit “G”** is a copy of an email thread between Simon Lin, Michael Dery, Ciarah, Machado, Zara Rahman, Katelyn Chaudhary and Elisa Aguiar, regarding Affidavit #2 of C. Machado, from October 28, 2024, to November 4, 2024.
9. Attached and marked as **Exhibit “H”** is a copy of a letter from Simon Lin to Mr. Michael Dery at Alexander Holburn Beaudin + Lang LLP, regarding Affidavit #2 of C. Machado, dated November 4, 2024.
10. Attached and marked as **Exhibit “I”** is a copy of an email from Simon Lin to Michael Dery, Ciarah Machado, Zara Rahman, Katelyn Chaudhary and Elisa Aguiar, regarding West Jet not relying on Ms. Machado’s second affidavit, sent on November 13, 2024.
11. Attached and marked as **Exhibit “J”** is a copy of an email from Mr. Michael Dery to Simon Lin, Ciarah Machado, Zara Rahman, Katelyn Chaudhary and Elisa Aguiar, advising of their instructions to bring an application to cross-examine Gabor Lukacs on his affidavit and to admit Ms. Machado’s second affidavit into the record, sent on November 13, 2024.
12. Attached and marked as **Exhibit “K”** is a copy of a letter from Simon Lin to Mr. Michael Dery at Alexander Holburn Beaudin + Lang LLP, responding to Mr. Dery’s email of November 13, 2024, dated November 14, 2024.

13. Attached and marked as **Exhibit “L”** is a copy of an email from Mr. Michael Dery to Simon Lin, Ciarah Machado, Zara Rahman, Katelyn Chaudhary and Elisa Aguiar, serving the Notice of Application of the Respondent, sent on November 14, 2024.

14. Attached and marked as **Exhibit “M”** is a copy of an email from Simon Lin to Mr. Michael Dery, Ciarah Machado, Zara Rahman, Katelyn Chaudhary and Elisa Aguiar, responding to Mr. Dery’s email serving the Notice of Application of the Respondent, sent on November 14, 2024.

15. Attached and marked as **Exhibit “N”** is a copy of the article titled “WestJet clarification on labour strike and Air Passenger Protection Regulations”, from the WestJet official website, updated on July 5, 2024.

16. Attached and marked as **Exhibit “O”** is a copy of the article titled “Air Canada Prepares for Orderly Shutdown to Mitigate Customer Impact Resulting from Labour Disruption”, from Air Canada’s official website, dated September 9, 2024.

### **Remote Commissioning of this Affidavit**


17. I acknowledge the solemnity of making a solemn declaration and acknowledge the consequences of making an untrue statement.

18. I was not physically present before the person before whom this affidavit was affirmed but was in that person's presence using video conferencing.

AFFIRMED  
before me at the City of Coquitlam, BC  
on November 18, 2024

Seiner An

Commissioner for Taking Affidavits in the  
Province of British Columbia

)  
)  
)  
)  
)  
  
\_\_\_\_\_  
Brittany Dieno  
)  
)  
)

Simon Lin, Barrister & Solicitor  
Evolink Law Group  
4388 Still Creek Drive, Suite 237  
Burnaby BC V5C 6C6

This is **Exhibit “A”** to the Affidavit of Brittany Dieno  
affirmed before me on November 18, 2024

A handwritten signature in black ink, appearing to read 'Simon Lin', written over a horizontal line.

Simon Lin



Simon Lin &lt;simonlin@evolinklaw.com&gt;

---

**BC Supreme Court Judicial Review Courtesy Copy**

---

Simon Lin &lt;simonlin@evolinklaw.com&gt;

Tue, Jul 30, 2024 at 8:53 AM

To: Valerie.Lagace@otc-cta.gc.ca

Dear Ms. Lagacé,

Enclosed please find a courtesy copy of a petition and supporting affidavit filed in the Supreme Court of British Columbia, seeking judicial review of a BC Civil Resolution Tribunal decision involving WestJet.

Please do not hesitate to contact our office if there are any questions.

Thank you.

Kind Regards,

**Simon Lin**  
Barrister & Solicitor

**Evolink Law Group**

237-4388 Still Creek Drive, Burnaby, B.C. V5C 6C6

T: 604-620-2666

F: 778-805-9830 (*our fax number has changed as of May 12, 2023*)[www.evolinklaw.com](http://www.evolinklaw.com)

This message is intended only for the use of the party to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. No waiver of privilege, confidence or otherwise is intended by virtue of communications via the Internet. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by replying to this e-mail and then destroying all copies. Thank you.

---

**2 attachments****Petition to the Court.pdf**

502K

**Affidavit of Dr. Gabor Lukacs.pdf**

2234K

This is **Exhibit “B”** to the Affidavit of Brittany Dieno  
affirmed before me on November 18, 2024



---

Simon Lin



Simon Lin &lt;simonlin@evolinklaw.com&gt;

---

**BC Supreme Court Judicial Review Courtesy Copy**

---

Valérie Lagacé <Valerie.Lagace@otc-cta.gc.ca>  
To: Simon Lin <simonlin@evolinklaw.com>

Thu, Aug 1, 2024 at 8:26 AM

Dear Mr. Lin,

Thank you for bringing this matter to my attention.

Regards

**Valérie Lagacé**

Avocate générale principale et Secrétaire de l'Office, Direction générale des services juridiques et du secrétariat  
Office des transports du Canada / Gouvernement du Canada

Valerie.Lagace@otc-cta.gc.ca

Tél. : 613-719-9670 / ATS.: 1-800-669-5575

Senior General Counsel and Secretary, Legal Services and Secretariat Branch  
Canadian Transportation Agency / Government of Canada

Valerie.Lagace@otc-cta.gc.ca

Tel. : 613-719-9670 / TTY.: 1-800-669-5575

**De :** Simon Lin <simonlin@evolinklaw.com>  
**Envoyé :** 30 juillet 2024 11:53  
**À :** Valérie Lagacé <Valerie.Lagace@otc-cta.gc.ca>  
**Objet :** BC Supreme Court Judicial Review Courtesy Copy

Dear Ms. Lagacé,

Enclosed please find a courtesy copy of a petition and supporting affidavit filed in the Supreme Court of British Columbia, seeking judicial review of a BC Civil Resolution Tribunal decision involving WestJet.

Please do not hesitate to contact our office if there are any questions.

Thank you.

Kind Regards,

**Simon Lin**  
Barrister & Solicitor

[Quoted text hidden]

This is **Exhibit “C”** to the Affidavit of Brittany Dieno  
affirmed before me on November 18, 2024

A handwritten signature in cursive script, appearing to read "Simon Lin", is positioned above a horizontal line.

Simon Lin

September 19, 2024

**VIA EMAIL**

Alexander Holburn Beaudin + Lang LLP

**ATTN: Michael Dery**

2700-700 West Georgia

Vancouver BC, V7Y 1B8

Dear Mr. Dery,

**RE: Air Passenger Rights v. WestJet Airlines Ltd., NEW-S-S-254452**

---

We write in regards to WestJet's Response to Petition filed on August 19, 2024 (hereafter the "**WestJet Response**"). Upon our review, it appears that the WestJet Response contains positions that appear on its face erroneous in fact or law, contains serious allegations without any factual support, or bald assertions.

We hope to bring the four issues below to your attention in advance of the Petition hearing on November 21, 2024 with the aim of informally resolving them in advance:

1. WestJet's objection regarding the remote commissioning of the Petitioner's affidavit is clearly erroneous (paragraphs 94-98 of the WestJet Response).
2. WestJet's objection regarding the absolute assignment is contrary to established case law on statutory assignments (paragraphs 47-56 of the WestJet Response).
3. WestJet's objection on standing falls alongside WestJet's erroneous position on the statutory assignment (paragraphs 36-46 of the WestJet Response).
4. WestJet made bald assertions that the Petitioner presented new evidence and new arguments on judicial review (paragraphs 91-93 of the WestJet Response).

Below, we detail why WestJet's position on the four issues is clearly erroneous or unsupported. Please advise by no later than **October 15, 2024** if WestJet would rectify some or all of these issues. If WestJet refuses to address these issues, the Petitioner will bring an application under Rule 9-5 to be heard alongside the Petition on November 21, 2024. That application would be to strike those paragraphs from the WestJet Response and we will seek special costs as expressly permitted under Rule 9-5.

**We reserve the right to bring this letter to the Court's attention.**

## **WestJet's Affidavit Objections is Clearly Erroneous**

At paragraphs 96-97 of the WestJet Response, WestJet appears to be claiming that counsel must request approval from the Law Society, and receive express approval from the Law Society, before commissioning each and every affidavit remotely under the Court's *Covid-19 Notice No. 2 (Notice to the Public Regarding Affidavits for Use in Court Proceedings)* (hereafter the "**COVID Affidavit Practice Directions**").

In the past four years since the COVID Affidavit Practice Directions were in force, we are not aware of any court or counsel, or even the Law Society, stating that express approval must be requested and received for each and every affidavit. WestJet's position is extraordinary and would render almost all remotely commissioned affidavits filed in every B.C. court in the past four years invalid.

We understand WestJet's position that "approval" being required may have been gleaned from the fourth paragraph of the COVID Affidavit Practice Directions stating that:

*With the approval of the Law Society of British Columbia, until further notice, the following accommodations will be made for affidavits used in any proceeding...*

The aforementioned "approval" clearly refers to the Court adopting new practice directions with the Law Society's "approval" to concurrently relax Appendix A in the *Code of Professional Conduct* that previously required in-person witnessing. The "approval" is not suggesting that individual lawyers must seek Law Society approval for each affidavit. This is plain from the Law Society's release in March 2020 in the midst of the pandemic.<sup>1</sup>

In addition, WestJet's position that Appendix A somehow prohibits remote commissioning is clearly **outdated**. The Petitioner's affidavit was commissioned on July 29, 2024. One week earlier, on July 22, 2024, the Law Society already issued a notice to the legal profession advising that Appendix A of the *Code of Professional Conduct* had been further amended going forward to expressly permit remote commissioning.<sup>2</sup>

We also note that the Lieutenant Governor in Council already signed the Order in Council on July 2, 2024 to update the *Supreme Court Civil Rules* in that regard.<sup>3</sup> The Order in

---

<sup>1</sup> [COVID-19 update: Commissioning affidavits and information from the courts.](#)

<sup>2</sup> [Law Society E-Brief: July 2024.](#)

<sup>3</sup> [Order in Council No. 378.](#)

Council overtakes the COVID Affidavit Practice Directions, and renders the COVID Affidavit Practice Directions no longer necessary.

We are aware that you may have been on vacation while the WestJet Response was prepared and Ms. Chaudhary may have been the primary lawyer preparing the WestJet Response. The aforementioned background to the COVID Affidavit Practice Directions may not be within Ms. Chaudhary's knowledge as she was just called to the bar recently in 2024.

**However**, it appears that you signed the WestJet Response. It is deeply concerning that serious allegations were made in the WestJet Response alleging that the undersigned had commissioned an affidavit in violation of the *Code of Professional Conduct*, when WestJet's position is clearly unsupported and erroneous. We trust that you will **forthwith** withdraw those allegations and confirm in writing that they were erroneous.

On another note, we note that Ms. Machado's affidavit that was commissioned by Ms. Chaudhary is improper and inadmissible. We note that on page 1 of Ms. Machado's affidavit she stated she was affirming her affidavit. However, the jurat states that she is swearing the affidavit. It is improper when the affidavit does not specify if it was affirmed or sworn.<sup>4</sup> Applying the same reasoning in para. 98 of WestJet's Response, WestJet's Response should be struck in its entirety since there is no valid supporting affidavit.

### **WestJet's Assignment Submissions are Clearly Without Merit and Wrong at Law**

It appears that WestJet overlooked the leading authority in relation to statutory assignments under s. 36 of the *Law and Equity Act*. We draw your attention to [Argo Ventures Inc. v Choi](#), 2019 BCSC 86 [**Argo Ventures**] at paras. 11-27.

*Argo Ventures* at paras. 24-25 is very clear that a claim for debt or a claim for damages for breach of contract is assignable as a legal chose of action pursuant to a statutory assignment (i.e., s. 36 of the *Law and Equity Act*) and could not be champertous. It is clear that the *APPR* compensation in the present case is a claim for debt or damages for breach of the contract, WestJet's own tariff being the subject contract.

---

<sup>4</sup> [British Columbia v. Adamson](#), 2016 BCSC 584 at para. 19 (per Chief Justice Hinkson).

With respect to WestJet’s “personal contract” concern, it is similarly addressed in para. 17 of *Argo Ventures*. While a contract for a flight ticket itself could arguably be a “personal contract”, that contract was not being assigned. Rather, it is the cause of action for damages arising out of an executed contract that was being assigned. It is apparent by the time that the Petitioner received the assignment that the flight has completed and the underlying contract has become an executed contract.

All in all, the Court squarely rejected the champerty defense in *Argo Ventures* as completely lacking merit and was “bound to fail.”

### **WestJet’s Submissions on Standing Falls Alongside the Assignment Issue**

It is apparent that WestJet’s position on the assignment is wholly without merit.

The Petitioner is not relying on public interest standing and is relying solely on private interest standing as the assignee of the statutory assignment. The Petitioner is clearly entitled to be substituted as the plaintiff of the underlying judgment as an assignee.<sup>5</sup>

### **WestJet’s Objection Regarding New Issue and New Arguments on Judicial Review**

We have reviewed WestJet’s Response and the affidavits. It appears that WestJet has baldly asserted at paragraph 91(a) of the WestJet Response that the Petitioner has somehow filed new evidence for the judicial review. The Petitioner’s affidavit merely deals with the assignment and has not presented any new evidence going to the merits of the underlying legal question (i.e., is the strike notice period considered a labour disruption?). **We would be obliged if WestJet can clarify what it meant by “new evidence.”**

In addition, we note that paragraph 91(b) of the WestJet Response under the heading “*No New Arguments*” is not supported by the three authorities cited immediately below it. All those authorities state that the issue should be raised before the tribunal below. In this case, the “issue” regarding the legal interpretation of the term “labour disruption” was squarely raised in the Civil Resolution Tribunal, and decided. It is unclear how the

---

<sup>5</sup> [Cozzella v Tri Star Group Inc.](#), 2024 CanLII 15081 (ON SCSM).

Petitioner would be raising a “new argument” when disputing the correctness of the underlying statutory interpretation issue.

Please advise by no later than **October 15, 2024** if WestJet would withdraw some or all of the four objections noted above.

Yours truly,

**EVOLINK LAW GROUP**



SIMON LIN

Barrister & Solicitor

[simonlin@evolinklaw.com](mailto:simonlin@evolinklaw.com)

Cc: Zara Rahman, counsel for the Civil Resolution Tribunal

This is **Exhibit “D”** to the Affidavit of Brittany Dieno  
affirmed before me on November 18, 2024



---

Simon Lin



YOUR **PERSPECTIVE**  
OUR **FOCUS™**

October 15, 2024

**VIA E-MAIL**

**PRIVATE AND CONFIDENTIAL**

Reply to: Michael Dery\*  
Direct Line: 604.484.1742  
Direct Fax: 604.484.9742  
E-mail: mdery@ahbl.ca  
Matter No.: 1158370

EvoLink Law Group  
237 – 4388 Still Creek Drive  
Burnaby, BC V5C 6C6

Attention: Simon Lin

Dear Sirs/Mesdames:

**Re: Air Passenger Rights v. WestJet Airlines Ltd, New West Registry, No. S-S-254452**

We write in response to your letter dated September 19, 2024. In this letter, you make the following assertions in relation to WestJet's Response to Petition filed on August 19, 2024 (the "WestJet Response"):

1. WestJet's objection regarding to the remote commissioning of the Petitioner's affidavit is clearly erroneous;
2. WestJet's objection regarding the absolute assignment is contrary to established case law on statutory assignments;
3. WestJet's objection on standing falls alongside WestJet's erroneous position on the statutory assignment; and
4. WestJet made bald assertions that the Petitioner presented new evidence and new arguments on judicial review.

With respect to Items 2 and 3, WestJet's objections consist of preliminary issues that the court must determine in its consideration of whether Air Passenger Rights ("APR") may bring this judicial review.

#### **Affidavit #1 of Dr. Lukacs**

In response to the first issue, we regret to advise that this position was taken in error. Enclosed with this letter is an Amended Response to Petition, which will be filed today. We will provide you with a filed copy as soon as possible. As you will see, we have removed the objection regarding the remote commissioning of the Petitioner's affidavit.

#### **Assignment**

We disagree with your position, and we will be objecting to the assignment in argument.

**Standing**

We disagree with your position, and we will be objecting to the Petitioner's private interest standing in argument.

**No New Evidence/Arguments**

We disagree with your position that there are no new arguments. In the petition for judicial review, the *BC Consumer Protection Act* is relied upon. This was not originally argued in the Boyds' submissions to the CRT.

We agree that you have not submitted new evidence aside from evidence related to the assignment. We have amended our client's response to reflect the same.

Please do not hesitate to contact the writer if you have any questions or concerns.

Yours truly,

**ALEXANDER HOLBURN BEAUDIN + LANG LLP**

Per:

A handwritten signature in black ink, appearing to read 'Michael Dery', with a long horizontal line extending to the right.

Michael Dery\*  
Partner  
MAD/KSC

\*Professional Law Corporation

This is **Exhibit “E”** to the Affidavit of Brittany Dieno  
affirmed before me on November 18, 2024

A handwritten signature in black ink, appearing to read "Simon Lin", is positioned above a horizontal line.

---

Simon Lin



Simon Lin &lt;simonlin@evolinklaw.com&gt;

---

**Air Passenger Rights v. WestJet Airlines Ltd., NEW-S-S-254452**

---

**MACHADO, Ciarah** <cmachado@ahbl.ca>

Mon, Oct 28, 2024 at 9:15 AM

To: Simon Lin &lt;simonlin@evolinklaw.com&gt;

Cc: "Rahman, Zara CRT:EX" &lt;zara.rahman@crtbc.ca&gt;, "CRT Paralegal CRT:EX" &lt;paralegal@crtbc.ca&gt;, "DERY, Michael" &lt;mdery@ahbl.ca&gt;, "CHAUDHARY, Katelyn" &lt;kchaudhary@ahbl.ca&gt;, "AGUIAR, Elisa" &lt;eaguiar@ahbl.ca&gt;

Good morning,

Attached for service upon you please find a copy of the Affidavit #2 of C. Machado filed October 25, 2024, on behalf of WestJet Airlines Ltd. in the above-noted matter.

[Quoted text hidden]



---

**Affidavit #2 of C. Machado - filed October 25, 2024.pdf**  
893K

This is **Exhibit “F”** to the Affidavit of Brittany Dieno  
affirmed before me on November 18, 2024



---

Simon Lin

October 28, 2024

**VIA EMAIL**

Alexander Holburn Beaudin + Lang LLP

**ATTN: Michael Dery**

2700-700 West Georgia

Vancouver BC, V7Y 1B8

Dear Mr. Dery,

**RE: Air Passenger Rights v. WestJet Airlines Ltd., NEW-S-S-254452**

---

We confirm receipt of the Affidavit #2 of Ms. Ciarah Machado filed on October 25, 2024 and emailed to us this morning [**Machado Affidavit #2**]. We note that this affidavit will not be included in the Petition Record. We draw your attention to Rule 16-1(7):

***No additional affidavits***

*16-1(7) Unless all parties of record consent or the court otherwise orders, a party must not serve any affidavits additional to those served under subrules (3), (4) and (6).*

WestJet has not obtained or sought consent from the Petitioner, nor has WestJet obtained a court order to add additional affidavits beyond what WestJet had filed on August 19, 2024. Evidently, Ms. Fox's proposed class proceeding was within WestJet's knowledge prior to WestJet filing its response on August 19, 2024. There is no explanation why WestJet did not include in its August 19, 2024 filing all materials that it intends to rely on.

More fundamentally, Ms. Fox's proposed class proceeding arises from a factually unrelated issue in June 2024, which is more than one year after the facts giving rise to the claims raised by Ms. Boyd in the underlying Civil Resolution Tribunal claim. It is wholly unclear what relevance Ms. Fox's proposed class proceeding would have on this petition.

Finally, we note that it is highly unusual to have loose affidavits that are not referred to in the Petition or Response to Petition, especially in a circumstance where it is wholly unclear what relevance the Machado Affidavit #2 has on the present petition proceedings.

We also remind you that Rule 16-1(19) provides that leave of the Court is required to amend a Response to Petition to add further arguments/grounds. WestJet had already

used its “free amendment” under Rule 16-1(19)(b)(i) and, in any event, the Notice of Hearing has already been served on October 24, 2024 and any amendment requires leave of the Court or consent of the parties.

With that said, the Petitioner is open to considering whether to consent to including Machado Affidavit #2 in the Petition Record and any consequential amendments to the Response to Petition. However, WestJet has not provided any basis or reasoning for the Machado Affidavit #2. Until we receive WestJet’s basis and/or reasoning for the Machado Affidavit #2, we are unable to make an informed consideration whether to consent.

We look forward to receiving WestJet’s basis and/or reasoning for the Machado Affidavit #2 by no later than **November 1, 2024**. We reiterate again that the Machado Affidavit #2 will not be included in the Petition Record, as we stated above.

We reserve the right to bring this letter to the Court’s attention.

Yours truly,  
**EVOLINK LAW GROUP**



SIMON LIN  
Barrister & Solicitor  
[simonlin@evolinklaw.com](mailto:simonlin@evolinklaw.com)

Cc: Zara Rahman, counsel for the Civil Resolution Tribunal

This is **Exhibit “G”** to the Affidavit of Brittany Dieno  
affirmed before me on November 18, 2024



---

Simon Lin



Simon Lin &lt;simonlin@evolinklaw.com&gt;

---

**RE: Air Passenger Rights v. WestJet Airlines Ltd., NEW-S-S-254452 [IMAN2-IMANAGE.FID886835]**

---

**DERY, Michael** <mdery@ahbl.ca>

Mon, Nov 4, 2024 at 7:46 AM

To: Simon Lin &lt;simonlin@evolinklaw.com&gt;, "MACHADO, Ciarah" &lt;cmachado@ahbl.ca&gt;

Cc: "Rahman, Zara CRT:EX" &lt;zara.rahman@crtbc.ca&gt;, "CRT Paralegal CRT:EX" &lt;paralegal@crtbc.ca&gt;, "CHAUDHARY, Katelyn" &lt;kchaudhary@ahbl.ca&gt;, "AGUIAR, Elisa" &lt;eaguiar@ahbl.ca&gt;

Simon,

We write in response to your attached letter. In your letter, you have objected to the delivery of Ms. Machado's second affidavit in this proceeding. The affidavit was delivered to you twenty-four days before the hearing date (on October 28, 2024).

As you will recall, the hearing of the subject Petition is scheduled to proceed on November 21, 2024. As you will have seen, Ms. Machado gives no evidence and the purpose of her affidavit is simply to put two filed pleadings before the Court (the Notice of Civil Claim and the Response to Civil Claim in the Fox proceeding).

As noted in the Petition, the Court will be asked to interpret whether the term "labour disruption" in s. 10(1)(j) of the APPR (which lists situations that are outside carrier control) includes the minimum seventy-two hour statutory notice period before a strike under the Canada Labour Code (see Petition at Part 2, paragraph 2 and 3). In the Fox class proceeding, the Court is asked to determine the same questions (see Notice of Civil Claim at Part 1, paragraph 1 and 2).

Our client is not advancing new arguments. The Fox pleadings will be referred to in the context of the arguments set out in our client's Response to Petition at paragraphs 47 to 56. We simply intend to point out that a director of Air Passenger Rights (you) is simultaneously acting as counsel on the Petition and as class counsel in a yet to be certified class proceeding.

We trust the above provides you with a sufficient description of the purpose of referring to the Fox pleadings. We ask that you kindly advise as to your position after you have had a moment to consider.

Yours truly,

Michael.

---

MICHAEL DERY\*

ALEXANDER HOLBURN BEAUDIN + LANG LLP

*Partner*

he/him/his

Asst: Elisa Aguiar  
Direct: 604 643 2117  
Email: [eaguiar@ahbl.ca](mailto:eaguiar@ahbl.ca)

Tel: 604 484 1742 2700 - 700 West Georgia Street, Vancouver, BC, V7Y 1B8  
Barristers + Solicitors | Vancouver | Kelowna | Toronto

Fax: 604 484 9742 \*Professional Law Corporation

---

**From:** Simon Lin <[simonlin@evolinklaw.com](mailto:simonlin@evolinklaw.com)>  
**Sent:** Monday, October 28, 2024 10:33 AM  
**To:** MACHADO, Ciarah <[cmachado@AHBL.CA](mailto:cmachado@AHBL.CA)>  
**Cc:** Rahman, Zara CRT:EX <[zara.rahman@crtbc.ca](mailto:zara.rahman@crtbc.ca)>; CRT Paralegal CRT:EX <[paralegal@crtbc.ca](mailto:paralegal@crtbc.ca)>; DERY, Michael <[mderly@AHBL.CA](mailto:mderly@AHBL.CA)>; CHAUDHARY, Katelyn <[kchaudhary@AHBL.CA](mailto:kchaudhary@AHBL.CA)>; AGUIAR, Elisa <[eaguiar@ahbl.ca](mailto:eaguiar@ahbl.ca)>  
**Subject:** Re: Air Passenger Rights v. WestJet Airlines Ltd., NEW-S-S-254452

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

Please see the enclosed letter.

Thank you.

Kind Regards,

**Simon Lin**  
Barrister & Solicitor

**Evolink Law Group**  
237-4388 Still Creek Drive, Burnaby, B.C. V5C 6C6  
T: 604-620-2666  
F: 778-805-9830 (our fax number has changed as of May 12, 2023)

[www.evolinklaw.com](http://www.evolinklaw.com)

This message is intended only for the use of the party to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. No waiver of privilege, confidence or otherwise is intended by virtue of communications via the Internet. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by replying to this e-mail and then destroying all copies. Thank you.

On Mon, Oct 28, 2024 at 9:16AM MACHADO, Ciarah <[cmachado@ahbl.ca](mailto:cmachado@ahbl.ca)> wrote:

Good morning,

Attached for service upon you please find a copy of the Affidavit #2 of C. Machado filed October 25, 2024, on behalf of WestJet Airlines Ltd. in the above-noted matter.

Thank you,

---

CIARAH MACHADO



*Legal Administrative Assistant*

*To Darryl Pankratz, Anika Garlick and Katelyn Chaudhary*

she/her/hers

Tel: 604 643 2166

Fax: 604 484 9700

Email: [cmachado@AHBL.CA](mailto:cmachado@AHBL.CA)

Social:  

ALEXANDER HOLBURN BEAUDIN + LANG LLP

2700 - 700 West [Georgia Street, Vancouver, BC, V7Y 1B8](#)

Tel: 604 484 1700 | Fax: 604 484 9700 | Toll Free: 877 688 1351

Barristers + Solicitors | Vancouver | Kelowna | Toronto

---

**ALEXANDER HOLBURN CONFIDENTIALITY NOTICE**

*This e-mail and any attachment(s) related to it contains confidential information that may be privileged. Any distribution, copying or disclosure is strictly prohibited. If you are not the intended recipient, we ask that you, please notify the sender immediately by return email and delete the message without making any copies. Thank you.*

---

MICHAEL DERY\*

ALEXANDER HOLBURN BEAUDIN + LANG LLP

*Partner*

Asst: Elisa Aguiar

Direct: 604 643 2117

Email: [eaguiar@ahbl.ca](mailto:eaguiar@ahbl.ca)

he/him/his

Tel: 604 484 1742

2700 - 700 West [Georgia Street, Vancouver, BC, V7Y 1B8](#)

Barristers + Solicitors | Vancouver | Kelowna | Toronto

Fax: 604 484 9742

\*Professional Law Corporation

---

MICHAEL DERY\*      ALEXANDER HOLBURN BEAUDIN + LANG LLP

*Partner*

Asst: Elisa Aguiar  
Direct: 604 643 2117  
Email: [eaguiar@ahbl.ca](mailto:eaguiar@ahbl.ca)

he/him/his

Tel: 604 484 1742      2700 - [700 West Georgia Street, Vancouver, BC, V7Y 1B8](#)  
Barristers + Solicitors | Vancouver | Kelowna | Toronto

Fax: 604 484 9742      \*Professional Law Corporation

---



**2024-10-28 LT Respondent.pdf**  
233K

This is **Exhibit “H”** to the Affidavit of Brittany Dieno  
affirmed before me on November 18, 2024

A handwritten signature in black ink, appearing to read "Simon Lin", is written above a horizontal line.

---

Simon Lin

November 4, 2024

VIA EMAIL

Alexander Holburn Beaudin + Lang LLP

**ATTN: Michael Dery**

2700-700 West Georgia

Vancouver BC, V7Y 1B8

Dear Mr. Dery,

**RE: Air Passenger Rights v. WestJet Airlines Ltd., NEW-S-S-254452**

---

We confirm receipt of your email on November 4, 2024 (the “**Email**”), in response to our letter dated October 28, 2024 that requested a response by November 1, 2024.

The Email misses the point. The issue is not the length of time between the time of the delivery of the improper affidavit and the date of the hearing. The law is clear that the rules prohibiting further affidavits “applies if the [petition] has not yet taken place.”<sup>1</sup> This would necessarily mean that it does not matter whether the improper affidavit was provided one day before the hearing or one month before the hearing, it is still improper.

We draw your attention to [Muller v. Muller](#), 2015 BCSC 370 at para. 15 where the Court confirmed that further affidavits would be admitted **sparingly**, and **only in meritorious cases** where to exclude the evidence would result in a “**substantial injustice**.”

In this case, we cannot comprehend from the Email *how* there is a “meritorious case” on WestJet’s part. It cannot be seen how counsel’s other file(s) have any relevance with his directorship in a non-profit entity. There could not be a “substantial injustice” as WestJet had ample opportunity to include all arguments and evidence in its Response to Petition.

We note that in the Response to Petition WestJet initially argued rigorously that counsel for the Petitioner had breached the *Code of Professional Conduct* in not properly swearing an affidavit. WestJet had no choice but to withdraw that argument on October 15, 2024 as an “error” when it was plain that the attack on counsel was wholly unwarranted.

It appears that WestJet is again attempting to make unfounded allegations against counsel. We draw your attention to [Groia v. Law Society of Upper Canada](#), 2018 SCC 27.

---

<sup>1</sup> [Kuta-Dankwa v Pacific Quorum Properties](#), 2021 BCSC 906 at para. 14.

With that said and as a professional courtesy we are writing to advise that, on July 24, 2024 the majority of directors of Air Passenger Rights, excluding the undersigned, had: (a) passed a resolution to accept the assignment of the judgment and claim from Mr. and Mrs. Boyd; and (b) passed a resolution to authorize the bringing of this judicial review.

This should put to rest WestJet's speculation about counsel's involvement in Air Passenger Rights' internal decision to proceed with this judicial review. For greater certainty, on this matter, I am acting as counsel for Air Passenger Rights and was not part of the resolutions that Air Passenger Rights passed for this proceeding. My usage of an airpassengerrights.ca domain for service is merely for internal record keeping reasons.

Finally, we appreciate you confirming that the Court is being asked to interpret a legal question in the Petition. Again, we cannot ascertain from the Email how counsel's involvement in non-profit directorships are relevant to the legal interpretation of a statute.

We trust that the above puts to rest WestJet's speculation about counsel's involvement.

For greater certainty, the Petitioner will not consent to the filing of further affidavits by WestJet and the Affidavit #2 of Ms. Ciarah Machado filed on October 25, 2024 will not be included in the Petition Record. If WestJet insists on bringing forward that affidavit despite the above clarifications, we trust that WestJet will bring a formal application in that regard.

We reserve the right to bring this letter to the Court's attention.

Yours truly,

**EVOLINK LAW GROUP**



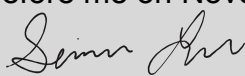
SIMON LIN

Barrister & Solicitor

[simonlin@evolinklaw.com](mailto:simonlin@evolinklaw.com)

Cc: Zara Rahman, counsel for the Civil Resolution Tribunal

This is **Exhibit "I"** to the Affidavit of Brittany Dieno  
affirmed before me on November 18, 2024

A handwritten signature in black ink, appearing to read "Simon Lin", is written over a horizontal line.

Simon Lin



Simon Lin &lt;simonlin@evolinklaw.com&gt;

---

**RE: Air Passenger Rights v. WestJet Airlines Ltd., NEW-S-S-254452 [IMAN2-IMANAGE.FID886835]**

---

Simon Lin &lt;simonlin@evolinklaw.com&gt;

Wed, Nov 13, 2024 at 12:24 PM

To: "DERY, Michael" &lt;mdery@ahbl.ca&gt;

Cc: "MACHADO, Ciarah" &lt;cmachado@ahbl.ca&gt;, "Rahman, Zara CRT:EX" &lt;zara.rahman@crtbc.ca&gt;, "CRT Paralegal CRT:EX" &lt;paralegal@crtbc.ca&gt;, "CHAUDHARY, Katelyn" &lt;kchaudhary@ahbl.ca&gt;, "AGUIAR, Elisa" &lt;eaguiar@ahbl.ca&gt;

Hello Mike and Nicolas,

We write in regards to our November 4, 2024 letter and enclosed for ease of reference.

Considering we have not heard from WestJet, nor received any formal application within the timelines under Rule 8-1, we understand that WestJet will not be relying on Ms. Machado's second affidavit.

Thank you.

Kind Regards,

**Simon Lin**  
Barrister & Solicitor**Evolink Law Group**

237-4388 Still Creek Drive, Burnaby, B.C. V5C 6C6

T: 604-620-2666

F: 778-805-9830 (*our fax number has changed as of May 12, 2023*)[www.evolinklaw.com](http://www.evolinklaw.com)

This message is intended only for the use of the party to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. No waiver of privilege, confidence or otherwise is intended by virtue of communications via the Internet. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by replying to this e-mail and then destroying all copies. Thank you.

[Quoted text hidden]

---

 **2024-11-04 LT Respondent.pdf**  
239K

This is **Exhibit “J”** to the Affidavit of Brittany Dieno  
affirmed before me on November 18, 2024

A handwritten signature in black ink, appearing to read "Simon Lin", is written over a horizontal line.

Simon Lin



Simon Lin &lt;simonlin@evolinklaw.com&gt;

**RE: Air Passenger Rights v. WestJet Airlines Ltd., NEW-S-S-254452 [IMAN2-IMANAGE.FID886835]****DERY, Michael** <mdery@ahbl.ca>

Wed, Nov 13, 2024 at 2:02 PM

To: Simon Lin &lt;simonlin@evolinklaw.com&gt;

Cc: "MACHADO, Ciarah" &lt;cmachado@ahbl.ca&gt;, "Rahman, Zara CRT:EX" &lt;zara.rahman@crtbc.ca&gt;, "CRT Paralegal CRT:EX" &lt;paralegal@crtbc.ca&gt;, "CHAUDHARY, Katelyn" &lt;kchaudhary@ahbl.ca&gt;, "AGUIAR, Elisa" &lt;eaguiar@ahbl.ca&gt;

Simon,

We have instructions to bring an application to cross-examine Gabor Lukacs on his affidavit and to admit Ms. Machado's second affidavit into the record. Will you agree to an adjournment of the hearing on November 21, 2024, to allow us the opportunity to bring our application?

Yours truly,

Michael.

**MICHAEL DERY\****Partner*

he/him/his

**ALEXANDER HOLBURN BEAUDIN + LANG LLP**

Asst: Elisa Aguiar

Direct: 604 643 2117

Email: [eaguiar@ahbl.ca](mailto:eaguiar@ahbl.ca)

2700 - 700 West Georgia Street, Vancouver, BC, V7Y 1B8

Barristers + Solicitors | Vancouver | Kelowna | Toronto

Tel: 604 484 1742

Fax: 604 484 9742

\*Professional Law Corporation

**From:** Simon Lin <simonlin@evolinklaw.com>**Sent:** Wednesday, November 13, 2024 12:24 PM**To:** DERY, Michael <mdery@AHBL.CA>**Cc:** MACHADO, Ciarah <cmachado@AHBL.CA>; Rahman, Zara CRT:EX <zara.rahman@crtbc.ca>; CRT Paralegal CRT:EX <paralegal@crtbc.ca>; CHAUDHARY, Katelyn <kchaudhary@AHBL.CA>; AGUIAR, Elisa <eaguiar@ahbl.ca>**Subject:** Re: Air Passenger Rights v. WestJet Airlines Ltd., NEW-S-S-254452 [IMAN2-IMANAGE.FID886835]

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Mike and Nicolas,

We write in regards to our November 4, 2024 letter and enclosed for ease of reference.

Considering we have not heard from WestJet, nor received any formal application within the timelines under Rule 8-1, we understand that WestJet will not be relying on Ms. Machado's second affidavit.

Thank you.

Kind Regards,

**Simon Lin**  
Barrister & Solicitor

[Redacted signature]

**Evolink Law Group**

237-4388 Still Creek Drive, Burnaby, B.C. V5C 6C6

T: 604-620-2666

F: 778-805-9830 (*our fax number has changed as of May 12, 2023*)

[www.evolinklaw.com](http://www.evolinklaw.com)

This message is intended only for the use of the party to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. No waiver of privilege, confidence or otherwise is intended by virtue of communications via the Internet. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately by replying to this e-mail and then destroying all copies. Thank you.

On Mon, Nov 4, 2024 at 12:59 PM Simon Lin <[simonlin@evolinklaw.com](mailto:simonlin@evolinklaw.com)> wrote:

Hello Mike,

Please see enclosed.

Thank you.

Kind Regards,

**Simon Lin**  
Barrister & Solicitor

[Redacted signature]

[Quoted text hidden]

[Quoted text hidden]

This is **Exhibit “K”** to the Affidavit of Brittany Dieno  
affirmed before me on November 18, 2024

A handwritten signature in black ink, appearing to read "Simon Lin", is written above a horizontal line.

Simon Lin

November 14, 2024

VIA EMAIL

Alexander Holburn Beaudin + Lang LLP

**ATTN: Michael Dery**

2700-700 West Georgia

Vancouver BC, V7Y 1B8

Dear Mr. Dery,

**RE: Air Passenger Rights v. WestJet Airlines Ltd., NEW-S-S-254452**

---

We confirm receipt of your email on November 13, 2024 (the “**Email**”), requesting an adjournment for the reason that you have just received instructions to apply to cross-examine Dr. Lukacs and/or to admit the second affidavit of Ms. Machado. As noted in our response earlier today, the Petitioner does not consent to an adjournment.

We just learned from CSO that WestJet unilaterally filed an application for November 28, 2024, after the hearing of the Petition and without canvassing dates with the undersigned. In any event, the undersigned is not available on November 28. Your office should be aware from another file that also involved WestJet that the undersigned will be out of town.

We outline the history of this petition proceeding for ease of reference:

1. **July 30, 2024:** The Petition and the Affidavit of Dr. Lukacs was served on WestJet.
2. **August 6, 2024:** Your office confirmed that you have been retained by WestJet. On the same day, your office indicated that:

*I am not in a position to provide a time estimate for the hearing as we have not yet finished our review of the matter and we have not yet finished our response materials. Once that is done, I will provide you with time estimates and availability for a hearing.*

3. **August 9, 2024:** Your office provided availability for a one-day hearing, which would suggest that your office has done the necessary reviews.
4. **August 19, 2024:** Your office filed and served a Response to Petition and Affidavit #1 of Ms. Machado. There was no request, nor any indication, that your client intended to cross-examine Dr. Lukacs.

5. **September 10, 2024:** Our office advised that the hearing has been reserved for one-day in November 21, 2024 at the Vancouver Registry.
6. **September 11, 2024:** Your office indicated that your client has “no issue on our end with having the hearing in Vancouver” and even signed an Order to that effect.
7. **September 19, 2024:** Our office wrote to you regarding four topics: (a) WestJet’s improper objection to the remote commissioning of Dr. Lukacs’ affidavit; (b) the Petitioner’s position regarding the absolute assignment with supporting case authorities; (c) the Petitioner’s standing, as it relates to the assignment; and (d) WestJet’s bald assertion of new evidence and new arguments being raised. Our client provided a lengthy period of time for WestJet to respond (i.e., October 15).
8. **October 15, 2024:** Your office withdrew the objections regarding the absolute assignment (i.e., issue (a) above) and simply stated that you disagree with our reasoning on issues (b)-(d) without any elaboration or reasoning. Your office did not raise the prospect of filing further affidavits or cross-examining Dr. Lukacs.
9. **October 28, 2024:** Your office purported to serve the second affidavit of Ms. Machado. On the same day, we brought to your attention that the new affidavit is contrary to Rule 16-1(7) and requested that WestJet provide their basis/reasoning for the affidavit by November 1, 2024 so our client can consider whether to consent. WestJet did not respond to our letter by November 1, 2024.
10. **November 4, 2024:** Your office wrote to us claiming that the second affidavit of Ms. Machado “will be referred to in the context of the arguments set out in our client’s Response to Petition at paragraphs 47 to 56.” Your office also made allegations that the undersigned is somehow acting improperly for being counsel in an unrelated action. Again, there was no mention of seeking to cross-examine Dr. Lukacs.
11. **November 4, 2024:** Our office responded to your email from the same date confirming that WestJet’s assertions are wholly unsupported and there was no basis to include the second affidavit of Ms. Machado. We **specifically** put WestJet on notice that should they wish to include the second affidavit of Ms. Machado, that WestJet would need to bring a formal application to that effect.

**12. November 8, 2024:** The deadline for bringing an application to adduce further affidavits expired (i.e., the eight business day timeline under Rule 8-1).

**13. November 13, 2024:** Our office wrote to you confirming our understanding that WestJet is no longer wishes to include the second affidavit of Ms. Machado, since no application has been received. Shortly thereafter, your office responded stating that they now wish to seek an adjournment to bring an application to introduce the second affidavit of Ms. Machado and also to cross-examine Dr. Lukacs.

We address each of WestJet's two applications in the two sections below.

### **Application to Cross-Examine Dr. Lukacs**

We first note that your office **never** raised the request to cross-examine Dr. Lukacs until the last minute, despite having had Dr. Lukacs's affidavit for more than three months and even filed a Response to Petition. This belated request appears to be dilatory and a backdoor attempt at adjourning the petition hearing.

WestJet overlooked that the Petition is brought under Rule 16-1 and, at the hearing of the petition, the Court is tasked with deciding whether there is sufficient materials before it to decide the issues relevant to the petition. If the Court finds that all relevant issues for the petition can be decided on the record, there would be no need for cross-examination. As such, it is not even necessary to bring a distinct application for cross-examination.

We draw your attention to a five-judge panel decision that elaborated on this issue:<sup>1</sup>

[154] On its face, R. 16-1(18) allows the court to pick and choose to apply in a petition proceeding any number of procedures that apply in actions, such as discovery of witnesses or discovery of documents. For example, in *Liu v. Du*, 2021 BCCA 221, this Court in Chambers held that R. 16-1(18) can be relied upon to order production of documents in a petition proceeding without first converting the petition to an action (para. 32). Given that these procedures usually are only necessary to employ where an issue is in dispute, in my view R. 16-1(18) changes the landscape considerably from that considered by the authorities relied upon in *Saputo*.

---

<sup>1</sup> [emphasis added] [Cepuran v. Carlton](#), 2022 BCCA 76 at paras. 154-160.

[155] Rule 22-1(4) is also relevant. Among other things, it permits cross-examination on affidavits in Chambers applications. In *Beedie (Keefer Street) Holdings Ltd. v. Vancouver (City)*, [2021 BCCA 160](#), this Court noted that R. 22-1(4) applied to petitions. Justice Newbury distinguished the proposition in *Saputo* as not applying to petitions brought seeking judicial review under the [Judicial Review Procedure Act](#), R.S.B.C. 1996, c. 241 [*JRPA*]. Justice Newbury noted that the court typically has a supervisory function in judicial review matters, as opposed to adjudicative, and the record is limited (paras. 75– 79). These are good reasons for not referring all triable issues to trial in a petition proceeding brought under the *JRPA*.

[156] However, it must be recognized that there are some judicial review matters, including those involving complex constitutional challenges, that require the judge to make findings of fact based on contested evidence. Even in those types of judicial review proceedings, it may still be appropriate to hear the matter within the petition proceeding: see, for example, *L'Association des parents de l'école Rose-des-Vents v. Conseil scolaire francophone de la Colombie-Britannique*, [2011 BCSC 89](#) [*Conseil scolaire*].

[157] The [JRPA](#) is one of several enactments that allow an application to be brought to the court (s. 2(1)). As mentioned, R. 1-2(4) provides that where an enactment authorizes an application to the court, it must be brought by petition. The [PPA](#) is another enactment that allows an application to be brought to the court.

[158] It should be kept in mind that the starting point for those matters that are properly brought by way of petition is that the Rules contemplate that a summary procedure will be appropriate: *Conseil scolaire* at paras. 29–30. This is different than the starting point for an action. There should be good reason for dispensing with a petition's summary procedure in favour of an action. The mere fact that there is a triable issue is no longer a good reason.

[159] The modern approach to civil procedure, as encouraged in *Hryniak*, is to allow parties and the trial courts to tailor the pre-trial and trial procedures to a given case, in the interests of proportionality and access to justice, while preserving the court's ability to fairly determine a case on the merits. In my view, R. 16-1(18) and R. 22-1(4) work to reflect this modern approach within a petition proceeding.

[160] To summarize, I am of the view that a judge hearing a petition proceeding that raises triable issues is not required to refer the matter to trial. The judge has discretion to do so or to use hybrid procedures within the petition proceeding itself to assist in determining the issues, pursuant to R. 16-1(18) and R. 22-1(4). For example, the judge may decide that some limited discovery of documents or cross-examination on affidavits will provide an opportunity to investigate or challenge the triable issue sufficiently to allow it to be fairly determined by the court within the petition proceeding, without the need to convert the proceeding to an action and refer it to trial.

In other words, by default, petitions for judicial review are conducted on the affidavit and record before the Court. It is only when there is a triable issue that the Court would consider allowing cross-examinations on the affidavits. It would be putting the cart before the horse, and undermining R. 16-1(18) for a distinct application to be brought in advance.

As such, our position is that the request for an adjournment in order to apply to cross-examine Dr. Lukacs is **unnecessary** for two reasons. Firstly, it is a belated application. Secondly, and most importantly, it would be up to the presiding judge hearing the petition to decide if there is even any triable issue that would warrant a cross-examination.

For greater certainty, it is open for WestJet to argue at the hearing that there is a triable issue and to request the Court to employ Rule 16-1(18).

### **Application to Adduce Second Affidavit of Ms. Machado**

We note that on November 4, 2024, we already brought to WestJet's attention that they would need to bring a formal application to introduce the second affidavit of Ms. Machado. However, WestJet failed to file an application within the timelines under Rule 8-1.

To the extent WestJet intends to bring the application on short notice at the commencement of the petition hearing on November 21, 2024, WestJet clearly does not meet the requirement for making an "urgent" application.

We draw your attention to [O'Callaghan v Hengsbach](#), 2017 BCSC 2182 where the Court confirmed that a party's own failure to prepare their file in a timely way is not a reason for allowing applications to be heard on short notice.

**Conclusion**

We trust the above satisfactorily addresses WestJet's adjournment request. The Petitioner intends to proceed on November 21, 2024 as all parties had previously agreed.

We reserve the right to bring this letter to the Court's attention.

Yours truly,

**EVOLINK LAW GROUP**



SIMON LIN

Barrister & Solicitor

[simonlin@evolinklaw.com](mailto:simonlin@evolinklaw.com)

Cc: Zara Rahman, counsel for the Civil Resolution Tribunal

This is **Exhibit “L”** to the Affidavit of Brittany Dieno  
affirmed before me on November 18, 2024



---

Simon Lin



Simon Lin &lt;simonlin@evolinklaw.com&gt;

---

**RE: Air Passenger Rights v. WestJet Airlines Ltd., NEW-S-S-254452 [IMAN2-IMANAGE.FID778807]**

---

**DERY, Michael** <mdery@ahbl.ca>

Thu, Nov 14, 2024 at 3:26 PM

To: Simon Lin &lt;simonlin@evolinklaw.com&gt;

Cc: "CHAUDHARY, Katelyn" &lt;kchaudhary@ahbl.ca&gt;, "MACHADO, Ciarah" &lt;cmachado@ahbl.ca&gt;, "Rahman, Zara CRT:EX" &lt;zara.rahman@crtbc.ca&gt;, "CRT Paralegal CRT:EX" &lt;Paralegal@crtbc.ca&gt;, "AGUIAR, Elisa" &lt;eaguiar@ahbl.ca&gt;

Hi Simon,

Thanks for the below and for your letter of today's date (copy attached). Please find attached for service upon you the Notice of Application filed today and the Affidavit of Ms. Machado, previously served, and filed on November 13, 2024. We understand from your letter that you are not available on the chosen hearing date of November 28, 2024. We are amenable to moving the hearing of our application to another mutually available date. Are you willing to provide us with your next available dates?

Our intention is to advise the Court on November 21, 2024 that we would like Ms. Machado's attached affidavit admitted into evidence. We will also advise the Court that we have filed an application seeking an Order compelling the cross-examination on affidavit of Gabor Lukacs. We understand that you will oppose and that you will not agree to this.

Yours truly,

Michael.

---

**MICHAEL DERY\****Partner*

he/him/his

ALEXANDER HOLBURN BEAUDIN + LANG LLP

Asst: Elisa Aguiar

Direct: 604 643 2117

Email: [eaguiar@ahbl.ca](mailto:eaguiar@ahbl.ca)

2700 - 700 West Georgia Street, Vancouver, BC, V7Y 1B8

Tel: 604 484 1742

Fax: 604 484 9742

Barristers + Solicitors | Vancouver | Kelowna | Toronto

\*Professional Law Corporation

---

**From:** Simon Lin <simonlin@evolinklaw.com>**Sent:** Thursday, November 14, 2024 12:43 PM**To:** DERY, Michael <mdery@AHBL.CA>

This is **Exhibit “M”** to the Affidavit of Brittany Dieno  
affirmed before me on November 18, 2024

A handwritten signature in black ink, appearing to read "Simon Lin", is written over a horizontal line.

Simon Lin



Simon Lin &lt;simonlin@evolinklaw.com&gt;

**RE: Air Passenger Rights v. WestJet Airlines Ltd., NEW-S-S-254452 [IMAN2-IMANAGE.FID778807]**

Simon Lin &lt;simonlin@evolinklaw.com&gt;

Thu, Nov 14, 2024 at 5:29 PM

To: "DERY, Michael" &lt;mdery@ahbl.ca&gt;

Cc: "CHAUDHARY, Katelyn" &lt;kchaudhary@ahbl.ca&gt;, "MACHADO, Ciarah" &lt;cmachado@ahbl.ca&gt;, "Rahman, Zara CRT:EX" &lt;zara.rahman@crtbc.ca&gt;, "CRT Paralegal CRT:EX" &lt;Paralegal@crtbc.ca&gt;, "AGUIAR, Elisa" &lt;eaguiar@ahbl.ca&gt;

Hello Mike,

WestJet's fixing of an application after the Petition hearing is an attempt at a *de facto* adjournment, when WestJet had full opportunity to address the issues in the application for months, and also when parties have already made significant preparation for November 21. Moreover, we understand that Ms. Rahman is travelling from out of town.

Your email below does not appear to be responsive to our letter from earlier today. In any event, we trust that if you review the substance of our letter that the solution is simple here.

With respect to Ms. Machado's second affidavit, it was always open for WestJet to seek leave from the presiding judge on November 21, 2024 to refer to that affidavit. Those requests occur from time to time, as evidenced in the file we both had on November 5-6, 2024. Hence, we do not understand why there is a separate application, particularly one that is deliberately scheduled *after* the petition hearing itself. It also seems unusual for a separate application to be made before a judge other than the one hearing the underlying petition.

For greater certainty, we do oppose WestJet referring to said affidavit for reason of relevance to the petition itself amongst other reasons. On that note, if the presiding judge permits Ms. Machado's affidavit to be considered, we intend to rely on a reply affidavit. For the sake of efficiency, we will provide you our intended reply affidavit before the hearing on November 21, 2024. We trust this fully addresses the issue arising from Ms. Machado's second affidavit.

With respect to your request to cross-examine Dr. Lukacs, we do not see any reason why this cannot be addressed in the context of whether there is even a triable issue on WestJet's "champerty and maintenance" defense. As noted in our letter, the judge hearing the petition can direct a cross-examination if there is a triable issue. In our experience with numerous petitions, we have never encountered a situation where a different justice or an associate judge pre-determine whether there is a triable issue.

In short, we are prepared to address the substance of WestJet's request to cross-examine Dr. Lukacs in the context of the petition hearing and as part of the argument on the assignment. A separate application is wholly unnecessary and also unheard of.

For greater certainty, the Petitioner is not waiving their right to seek costs in relation to the baseless assertions of champerty/maintenance and WestJet's belated steps.

We trust this fully addresses WestJet's last-minute application. **Please confirm by 12:00PM on November 15** if WestJet still intends to move forward with their last-minute application on November 28, 2024, instead of addressing the same arguments on November 21, 2024.

We reserve the right to bring this letter to the presiding judge's attention.

Thank you.

Kind Regards,

**Simon Lin**  
Barrister & Solicitor



**Evolink Law Group**  
237-4388 Still Creek Drive, Burnaby, B.C. V5C 6C6

This is **Exhibit “N”** to the Affidavit of Brittany Dieno  
affirmed before me on November 18, 2024

A handwritten signature in black ink, appearing to read 'Simon Lin', is written above a horizontal line.

Simon Lin

← [Back to Newsroom \(/en-ca/news\)](#)

ARTICLE

# Westjet clarification on labour strike and Air Passenger Protection Regulations


Last updated July 5, 2024 at 02:09 PM MT




By WestJet | July 5, 2024 | 1 min read

Westjet operating in compliance with the regulations

(<https://twitter.com/intent/tweet?url=https%3A%2F%2Fwww.westjet.com%2Fen-ca%2Fnews%2F2024%2Fwestjet-clarification-on-labour-strike-and-air-passenger-protect>)

 (<https://www.facebook.com/sharer.php?u=https%3A%2F%2Fwww.westjet.com%2Fen-ca%2Fnews%2F2024%2Fwestjet-clarification-on-labour-strike-and-air-passenger-protect>)

 (<https://www.linkedin.com/sharing/share-offsite?url=https%3A%2F%2Fwww.westjet.com%2Fen-ca%2Fnews%2F2024%2Fwestjet-clarification-on-labour-strike-and-air-passenger-protect>)

 (mailto:[https%3A%2F%2Fwww.westjet.com%2Fen-ca%2Fnews%2F2024%2Fwestjet-clarification-on-labour-strike-and-air-passenger-protect](mailto:?body=https%3A%2F%2Fwww.westjet.com%2Fen-ca%2Fnews%2F2024%2Fwestjet-clarification-on-labour-strike-and-air-passenger-protect))



Due to the labour strike and related disruption to WestJet's operations that began on Friday, June 28, teams across WestJet have been working diligently to support all impacted guests as the airline returned to normal operations.

Unfortunately, as the July long weekend was a peak travel period across Canada, limited availability existed both within our network and through alternative carriers, making options for reaccommodation extremely challenging.

WestJet is operating in compliance with the *Air Passenger Protection Regulations* (APPR), which require that in the event of a flight cancellation, alternate travel arrangements be provided to guests within 48 hours. If this is not possible, guests are entitled to request a refund to their original form of payment.


Under the APPR, for situations outside of a carrier’s control, compensation for hotels and meals is not required. The courts have held that the declaration of a strike marks the onset of a labour disruption. Therefore, flights disrupted due to a declaration of a strike and the strike itself are considered outside of a carrier’s control under the APPR. Despite this, in certain instances, WestJet went above and beyond its APPR obligations and provided hotel nights for guests stranded abroad.

WestJet is obligated to respond to APPR claims received within a 30-day period. Guests are invited to submit a claim for eligible expenses via [WestJet.com \(https://www.westjet.com/en-ca/interruptions/submit-expenses\)](https://www.westjet.com/en-ca/interruptions/submit-expenses).


For more information regarding the Air Passenger Protection Regulations (APPR), guests are encouraged to visit the [Canadian Transportation Agency’s website \(https://otc-cta.gc.ca/eng/content/important-information-westjet-customers\)](https://otc-cta.gc.ca/eng/content/important-information-westjet-customers).

Additional information on historical cancellations and overall impact due to labour action is available on our newsroom [here \(https://www.westjet.com/en-ca/news/2024/service-update--westjet-works-to-restore-full-operations-followi\)](https://www.westjet.com/en-ca/news/2024/service-update--westjet-works-to-restore-full-operations-followi).


SHARE THIS ARTICLE




(https://twitter.com/intent/tweet?Twitterurl=https%3A%2F%2Fwww.westjet.com%2Fen-ca%2Fnews%2F2024%2Fwestjet-clarification-on-labour-strike-and-air-passenger-protect)



(https://www.facebook.com/sharer.php?u=https%3A%2F%2Fwww.westjet.com%2Fen-ca%2Fnews%2F2024%2Fwestjet-clarification-on-labour-strike-and-air-passenger-protect)





(https://www.linkedin.com/sharing/share-offsite?url=https%3A%2F%2Fwww.westjet.com%2Fen-ca%2Fnews%2F2024%2Fwestjet-clarification-on-labour-strike-and-air-passenger-protect)



(mailto:?body=https%3A%2F%2Fwww.westjet.com%2Fen-ca%2Fnews%2F2024%2Fwestjet-clarification-on-labour-strike-and-air-passenger-protect)

ARTICLE MEDIA

-  Copy article text
-  Download all images

Did you find what you were looking for?

YES


NO


RELATED ARTICLES


WestJet and Skip join forces to bring exclusive rewards and elevated experiences to travellers and convenience seekers across Canada (/en-ca/news/2024/westjet-and-skip-join-forces-to-bring-exclusive-rewards-and-elev) Today, WestJet and Skip are uniting two iconic Canadian brands through a long-term partnership aimed at enhancing the overall guest experience.


WestJet recognized by the Airline Passenger Experience Association (APEX) as a 2025 Four Star Major Airline (/en-ca/news/2024/westjet-recognized-by-the-airline-passenger-experience-associati) WestJet proudly accepts the 2025 APEX Four Star Major Airline award


WestJet enhances guest experience amidst interior cabin transformation on select Boeing 737 aircraft (/en-ca/news/2024/westjet-enhances-guest-experience-amidst-interior-cabin-transfor) Airline launches temporary Premium offering on new-to-WestJet, Boeing 737 aircraft


 (<https://twitter.com/westjet>)

 (<http://instagram.com/westjet>)

 (<https://www.facebook.com/westjet/>)

 (<https://www.linkedin.com/company/westjet>)


 (<http://youtube.com/westjet>)

 (<https://www.tiktok.com/@MS4wLjABAAAAe40vZfb-6oN0KdsGwMKtVI7qyE7KVBiL0cWU0x6PXI83JgsuloTNosZNmklLovEj>)

English ▾

Contact us (/en-ca/contact)

BOOKING OPTIONS

- Business travel (/en-ca/flights/business)
- Groups and conventions (/en-ca/flights/groups)
- Direct flights (/en-ca/book-trip/direct-flights/index)
- Hold the fare (/en-ca/flights/payment/hold-fare)
- Book with a companion voucher (/en-ca/help/how-to-book-companion-voucher)
- Book with WestJet dollars (/en-ca/flights?iswestjetdollars=true)
- Fares, taxes and fees (/en-ca/flights/fares)
- Car rental 
- Destinations (/en-ca/destinations)

BEFORE YOU GO

- Baggage allowance (/en-ca/baggage)
- Seat selection (/en-ca/manage/seats)
- Children and family (/en-ca/children)
- Pets (/en-ca/pets)
- Travelling with health concerns (/en-ca/health)
- Special needs (/en-ca/special-needs)
- Travel documents (/en-ca/prepare/id-requirements)
- Travel insurance (/en-ca/extras/travel-insurance)
- Download/update the app (/en-ca/manage/mobile-app)
- Get travel ready (/en-ca/get-travel-ready)

AT THE AIRPORT

- Lounges (/en-ca/airport/lounges)
- Priority services (/en-ca/airport/priority-services)
- Priority security (/en-ca/airport/security-screening)

IN THE AIR

- Food and beverage (/en-ca/inflight/food-and-beverages)
- Entertainment (/en-ca/inflight/entertainment)
- Our aircraft (/en-ca/aircraft)

[Parking \(/en-ca/airport/parking-deals\)](/en-ca/airport/parking-deals)

[Cabins \(/en-ca/inflight\)](/en-ca/inflight)

## AT YOUR DESTINATION

[Lost and found ↗](#)

[Lost luggage \(/en-ca/baggage/lost-delayed-damaged\)](/en-ca/baggage/lost-delayed-damaged)



## ABOUT WESTJET

[About us \(/en-ca/who-we-are\)](/en-ca/who-we-are)

[History \(/en-ca/who-we-are/history\)](/en-ca/who-we-are/history)

[Sponsorship \(/en-ca/contact/requests/sponsorship\)](/en-ca/contact/requests/sponsorship)

[Community Investment \(/en-ca/who-we-are/cares\)](/en-ca/who-we-are/cares)

[Gift cards \(/en-ca/extras/gift-card\)](/en-ca/extras/gift-card)

[Great careers \(/en-ca/careers\)](/en-ca/careers)

[Our airline partners \(/en-ca/who-we-are/airline-partners\)](/en-ca/who-we-are/airline-partners)

[WestJet RBC® credit cards \(/en-ca/rewards/credit-cards\)](/en-ca/rewards/credit-cards)

[FAQs \(/en-ca/help\)](/en-ca/help)

[Media and news \(/en-ca/news\)](/en-ca/news)

[Get travel ready \(/en-ca/get-travel-ready\)](/en-ca/get-travel-ready)



WestJet App (/en-ca/about-us/mobile-app/index)

WESTJET VACATIONS

- Featured vacation packages (/en-ca/vacations/featured)
- Family vacation packages (/en-ca/vacations/family-vacation-packages)
- Why WestJet Vacations? (/en-ca/contact-us/faqs/vacations)
- Travelling from Quebec? (https://vacanceswestjetquebec.com/en?utm\_source=referral&utm\_medium=web&utm\_campaign=westjetreferral&utm\_content=footer)

SERVICES

- WestJet Biz (https://westjetbiz.westjet.com/login.html)
- WestJet Cargo (/en-ca/cargo)
- Travel agents ↗
- Accessibility (/en-ca/special-needs)

LEGAL

- Tariffs and conditions of carriage (/en-ca/legal/tariffs)
- Privacy policy (/en-ca/legal/privacy-policy)
- Flight interruptions and passenger rights (/en-ca/interruptions)
- US flight and service disruptions (/en-ca/interruptions/us-service-plan)
- Modern slavery statement (/content/dam/westjet/documents/en/WestJet-modern-slavery-report-31052024.pdf)
- Legal (/en-ca/legal)



This is **Exhibit “O”** to the Affidavit of Brittany Dieno  
affirmed before me on November 18, 2024

A handwritten signature in black ink, appearing to read 'Simon Lin', is written over a horizontal line.

Simon Lin



# AIR CANADA

News Releases

## Air Canada Prepares for Orderly Shutdown to Mitigate Customer Impact Resulting from Labour Disruption

- *Talks with ALPA nearing impasse over union's excessive wage demands*
- *Air Canada and Air Canada Rouge prepare to gradually suspend flights over three days, potentially starting as early as September 15, 2024*
- *Customers advised to use airline's goodwill policy to defer imminent travel at no cost*

MONTREAL, Sept. 9, 2024 /CNW/ - Air Canada today said that it is finalizing contingency plans to suspend most of its operations. Talks between the company and the Air Line Pilots Association (ALPA), representing more than 5,200 pilots at Air Canada and Air Canada Rouge, continue, but the parties remain far apart. Unless an agreement is reached, beginning on September 15, 2024, either party may issue a 72-hour strike or lock out notice, which would trigger the carrier's three-day wind down plan.

"Air Canada believes there is still time to reach an agreement with our pilot group, provided ALPA moderates its wage demands which far exceed average Canadian wage increases. However, Canadians have recently seen the chaos abrupt airline shutdowns cause for travellers, which obliges us to do everything we can to protect our customers from an increasingly likely work stoppage. This includes the extremely difficult decision to begin an orderly shutdown of Air Canada and Air Canada Rouge once a 72-hour strike or lock out notice is given, possibly as early as this Sunday," said Michael Rousseau, President and Chief Executive Officer of Air Canada.



# AIR CANADA

"We understand and apologize for the inconvenience this would cause our customers. However, a managed shutdown is the only responsible course available to us. We are publicizing our plans to give the more than 110,000 people who travel with us each day greater certainty and the opportunity to reduce the risk of being stranded by using our goodwill policy to change or defer imminent travel at no cost. We are also alerting the Government of Canada to the potential disruption's impact upon Canadians."

Air Canada Express flights will continue to operate, as third-party carriers Jazz and PAL Airlines provide these services. However, these regional partners only carry about 20 per cent of Air Canada's daily customers, many of whom ultimately connect on Air Canada flights.

### For customers

Air Canada's first consideration is the needs of customers and providing peace of mind. For detailed information see [www.aircanada.com/action](http://www.aircanada.com/action).

All customers whose flights are cancelled by Air Canada would be notified and will be eligible for a full refund, which can be obtained online at [www.aircanada.com](http://www.aircanada.com) or through the Air Canada mobile app.

The airline has also been arranging with other carriers to secure space for customers in the event of Air Canada flight cancellations. Customers will be notified by Air Canada or their travel agency if options for travel on another carrier are identified for them. Unfortunately, seats on other carriers are expected to be very limited across all airlines, and refunds or accepting a future travel credit, or agreeing to travel on Air Canada at a later date, may be the only options available.

Since August 27, Air Canada has had in place a goodwill policy allowing customers holding bookings on any fare type with travel between September 15 and 23, 2024, to make changes if they wish to at no cost or to receive a credit for future travel. This policy will be expanded as warranted.

Under Canada's Airline Passenger Protection Regulations, customers in Canada are not eligible for compensation for delayed or cancelled flights, meals, hotels or other incidental expenses for situations outside the carrier's control such as a labour disruption.<sup>1</sup> Air Canada will in all cases inform passengers of their rights under applicable rules if their flight is cancelled or delayed.

Customers with bookings whose flights are cancelled in the event of a labour disruption are strongly advised against going to the airport without a confirmed booking for a new flight (check your flight's status on [www.aircanada.com](http://www.aircanada.com) before going to the airport). Customers are also advised to use self-service tools as contact centre wait times are expected to be highly elevated.

---

<sup>1</sup> Air Passenger Protection Regulations SOR/2019-150, Section 10 (1)(J)

## Impact

Air Canada and Air Canada Rouge presently operate close to 670 daily flights on average and carry more than 110,000 passengers within Canada or internationally. Every day, Air Canada flights bring about 24,000 Canadians back home from abroad and return about 15,000 foreigners visiting Canada to their home country.

Under the plan announced today to potentially suspend flying, an orderly wind down of operations would begin once a 72-hour strike or lock-out notice is issued, which can occur any time after 00:01 EDT on Sunday, September 15. Flights throughout the system would be progressively cancelled over three days, with a complete shutdown as early as 00:01 EDT on Wednesday, September 18. Some activities would need to start as early as Friday, September 13, including the cancellation of some holiday packages and the grounding of some aircraft.

Air Canada projects that unless a settlement is achieved within the 72-hour notice period, the number of passengers affected by the suspension plan will increase progressively during the period to reach approximately 110,000 daily after 72 hours. A gradual shutdown is required because it is the only responsible way to manage such a labour disruption for customers and employees alike. Air Canada operates globally to 47 countries on six continents with a fleet of 252 aircraft, which will have to be repositioned or repatriated along with their crews. By optimally positioning aircraft ahead of a possible disruption, Air Canada will be able to more quickly restore regular service to customers having travel plans at that time. The aircraft will also be properly safeguarded and receive all necessary routine maintenance during this time.

Cargo operations will also be affected. Each day, Air Canada Cargo carries in the belly holds of its aircraft and air freighters perishable or live commercial goods, components for manufacturers, and other time-sensitive items for Canadians. Already, the airline has begun limiting acceptance of some of these goods given average shipment timelines.

In the event of a suspension of operations, Air Canada will make every effort to resume normal operations as quickly as possible once a settlement with ALPA is reached. It is estimated however it will take up to 7 to 10 days to do so after a complete shutdown.

## Air Canada and ALPA negotiations

Air Canada and ALPA have been in discussions for 15 months. Although tentative agreement has been reached on a large number of items for a new collective agreement, the union remains inflexible on its unreasonable wage demands.

The company is committed to maintaining its pilots' historic position as the best paid commercial pilots in Canada and is continuing to negotiate to secure such an agreement.

Alternatively, it has offered to the union to submit to arbitration. To date, the Federal Labour Minister has assisted the negotiation process by appointing a conciliator and mediator, and if a negotiated settlement is not reached, Air Canada would look to the government to intervene, as it has in recent labour disputes, to avoid a major disruption for Canadian travellers and other stakeholders. A timeline of negotiations, backgrounders on the issues, pilot compensation and other information about the negotiations is available on our Media Centre.

### About Air Canada

Air Canada is Canada's largest airline, the country's flag carrier and a founding member of Star Alliance, the world's most comprehensive air transportation network. Air Canada provides scheduled service directly to more than 180 airports in Canada, the United States and Internationally on six continents. It holds a Four-Star ranking from Skytrax. Air Canada's Aeroplan program is Canada's premier travel loyalty program, where members can earn or redeem points on the world's largest airline partner network of 45 airlines, plus through an extensive range of merchandise, hotel and car rental partners. Through Air Canada Vacations, it offers more travel choices than any other Canadian tour operator to hundreds of destinations worldwide, with a wide selection of hotels, flights, cruises, day tours, and car rentals. Its freight division, Air Canada Cargo, provides air freight lift and connectivity to hundreds of destinations across six continents using Air Canada's passenger and freighter aircraft. Air Canada aims to achieve an ambitious net zero emissions goal from all global operations by 2050. Air Canada shares are publicly traded on the TSX in Canada and the OTCQX in the US.

**Internet:** [aircanada.com/media](https://aircanada.com/media)

**Read Our Annual Report Here**

**Sign up for Air Canada news:** [aircanada.com](https://aircanada.com)

### Media Resources:

[Photos](#)

[Videos](#)


[B-Roll](#)

[Articles](#)

### SOURCE Air Canada

For further information: Contacts: [media@aircanada.ca](mailto:media@aircanada.ca)

---

Additional assets available online:  Photos (1)

A STAR ALLIANCE MEMBER

