



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

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

AIR PASSENGER RIGHTS

PLAINTIFF

AND

WESTJET AIRLINES LTD.

DEFENDANT

	)		)	
BEFORE	)	THE HONOURABLE	)	31/JAN/2025
	)	JUSTICE GIBB-CARSLEY	)	

ORDER MADE AFTER APPLICATION

ON THE APPLICATION of the Plaintiff Air Passenger Rights coming on for hearing at New Westminster British Columbia, on November 5-6, 2024 and December 9, 2024 and on hearing Simon Lin, counsel for the Plaintiff; and on hearing Michael Dery and Nicolas Pimentel, counsel for the Defendant, and on judgment being reserved to this date;

THIS COURT ORDERS that

1. Pursuant to section 172(1)(b) of the *Business Practices and Consumer Protection Act*, S.B.C. 2004, c. 2, an interlocutory injunction is granted on the terms below until the conclusion of the trial in this proceeding or further Order of this Court, and shall take effect ten (10) business days after this Order is pronounced:
 - a) The defendant, WestJet Airlines Ltd., shall not repost the content excerpted below, or substantially similar content, that was originally posted on the defendant's website at the URL <https://www.westjet.com/en-ca/interruptions/submit-expenses> and any localized versions thereof:

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

Meals: In the unlikely event meal vouchers are not available during a controllable delay, we will reimburse meal expenses to a maximum of \$45 CAD per day/per guest. Alcoholic beverages and tips/gratuities will be excluded.

WestJet does not reimburse expenses for cellular roaming charges, missed entertainment /sporting/excursion events, lost wages or missed connections to non-partner airlines or cruises

- b) The defendant, WestJet Airlines Ltd., its employees, affiliates, contractors or agents shall not communicate, in any form, to passengers seeking reimbursement for expenses that there is a predetermined fixed dollar amount limit in respect of hotel costs or meal expenses claimed by passengers.
- c) This order shall not prohibit WestJet Airlines Ltd. from making determinations as to what reimbursements, if any, it will provide to passengers for meal, accommodation or any other expenses claimed by passengers.

2. Costs of this application shall be in the cause.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Simon Lin
Counsel for the Plaintiff



Michael Dery
Counsel for the Defendant

BY THE COURT:

Registrar