



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

NOTICE OF APPLICATION

(Objections and Refusals)

Name of applicant: Air Passenger Rights (the “**Applicant**”)

WITH NOTICE TO: the Defendant, and their solicitors

TAKE NOTICE that an application will be made by the applicant to the presiding judge at the courthouse at 651 Carnarvon Street, New Westminster, B.C. **on August 6-7, 2025 at 10:00 a.m.**

The applicant estimates that the application will take **two (2) days**.

This matter is within the jurisdiction of an associate judge.

Part 1: ORDERS SOUGHT

1. The objections of the Defendant at the examination for discovery, as detailed in **Schedule A**, be overruled and the Defendant shall provide a full response to the questions within five (5) business days;
2. Within five (5) business days, the Defendant shall fully respond to all the requests made at the examination for discovery, as detailed in **Schedule B**, and any objections to those requests are deemed waived;
3. Costs of this application in any event; and
4. Such other relief as this Honourable Court deems just.

Part 2: FACTUAL BASIS

Background of this Application

5. The underlying action is a public interest lawsuit under s. 172 of the *Business Practices and Consumer Protection Act* [**BPCPA**] filed by Air Passenger Rights [**APR**], a non-profit organization that represents the interests of air travellers. The core dispute in the action is WestJet publicizing and/or imposing an arbitrary guideline/policy that is inconsistent with the applicable uniform laws for air travel, and WestJet's ongoing conduct harms consumers.
6. The trial for this matter is scheduled for January 20, 2026 for five days.
7. Since November 2024, the Plaintiff has been diligently trying to secure dates for examination for discovery. WestJet's representative attended an examination for discovery on April 2, 2025 with requests left on the record to be answered.
8. On April 17, 2025, the Plaintiff sent the requests to WestJet requesting a response. Although WestJet initially indicated they will respond by June 30, 2025, answers to the requests were never provided. WestJet also did not respond to the follow-ups. On this application, the Plaintiff seeks the Court's assistance in compelling an answer to those requests, and overruling some of the objections made at the examination for discovery. The Plaintiff also has an application in relation to WestJet's improper redaction of documents that has been outstanding since December 2024. The Plaintiff will be filing a requisition to have that application heard at the same time.

The Parties to the Underlying Public Interest Action

9. The Plaintiff, Air Passenger Rights [**APR**], is a federally incorporated non-profit entity formed in 2019 whose mandate includes advocating for the interests of air travellers. The Defendant, WestJet Airlines Ltd. [**WestJet**], is a commercial airline.

The Impugned WestJet Webpage and WestJet Conduct

10. WestJet had a webpage entitled “*Submit a request for reimbursement*” found at <https://www.westjet.com/en-ca/interruptions/submit-expenses> that purports to:

- a. Place a \$150/night or \$200/night cap on hotel reimbursements to passengers for domestic and international locations, respectively, when passengers are stranded and WestJet fails to secure accommodations for them.
- b. Place a \$45/day cap on meal reimbursements when passengers are stranded.
- c. Represent to passengers that WestJet is not required to reimburse for cellular roaming charges, missed prepaid events, or lost wages.

(hereafter referred to as the “**Guidelines**”).

Lukacs Affidavit at Exhibit G

11. The underlying action relates to WestJet allegedly using the Guidelines, both on WestJet’s website and behind the scenes, to mislead passengers on their entitlements to reimbursement.

ANOC, Part 1 at paras. 3 and 20-36

12. The trial is currently scheduled for five (5) days starting January 20, 2026.

An Interlocutory Injunction is Issued Against WestJet

13. On January 31, 2025, Justice Gibb-Carsley issued an interlocutory injunction enjoining WestJet from engaging in the conduct complained of. The decision was not appealed. The pertinent paragraphs of that decision are reproduced below and is informative of the issues in dispute in the action, and what evidence the trial judge may need to adjudicate the matter:

[3] APR asserts that WestJet’s conduct and communications surrounding its hotel reimbursement policy, meal cost cap limit, reimbursing roaming costs, reimbursing lost wages, and reimbursing of missed prepaid events are deceptive and

unconscionable contrary to ss. 4 and 5 of the *BPCPA*, or alternatively ss. 8 and 9 of the *BPCPA*.

...

[23] APR alleges that although WestJet has taken down the Original Reimbursement Webpage, WestJet continues to apply the arbitrary WestJet Guidelines and is relying on a policy of setting fixed limits on expense claims behind the scenes. Put another way, APR asserts that WestJet is not adhering to its obligations to passengers to consider each claim on its own merits and on a case-by-case basis to determine what losses are reasonable for each passenger. This, says APR, runs afoul of international conventions that govern how airlines are to assess passenger complaints, and therefore, misrepresents WestJet's obligations and constitutes an unconscionable and/or a deceptive act or practice under the *BPCPA* in breach of ss. 4, 5, 8 and 9. I will discuss that governing legislation below.

...

[53] At its heart, the Underlying Action concerns whether WestJet's past and current reimbursement policies contravene ss. 4-5 of the *BPCPA*, or alternatively, ss. 8-9 of the *BPCPA* by deceptively expressing to customers a policy of limiting or denying reimbursements that offends legislation that governs air carriers' responsibilities to passengers. This legislation includes the *Convention for the Unification of Certain Rules for International Carriage by Air 1999* [**Montreal Convention**] and the *Air Passenger Protection Regulations*, SOR/2019-150 [**APPR**].

...

[58] While I stress that the issue may be framed differently in the Underlying Action or interpreted differently by the Court hearing that proceeding, I find that the issue to be tried, and thus considered in this application, concerns whether WestJet is entitled to, as a matter of setting its business practices, determine some form of limit as to what amounts are reasonable for hotels or meals and how it is to make

that determination and communicate those decisions to passengers. Put simply, in the Underlying Action, the Court may be required to consider if the manner in which WestJet reimburses passengers both under the methodology it used with the Original Reimbursement Page, and currently, accords with the Montreal Convention and the APPR.

[59] I expect the Court will engage in some form of analysis of how WestJet determines what is reasonable in respect to a passenger's expenses. This may require a consideration of whether it is reasonable for WestJet to set some form of internal policy about how it determines what reimbursement is reasonable in the circumstances of a claim when a passenger incurs out of pocket expenses on food, accommodation or other expenses when their flights are delayed or cancelled.

...

[63] There is merit to APR's assertion that WestJet knowingly made representations, or turned a blind eye to representations, that are contrary to the APPR and the Montreal Convention. To the extent that the representations communicated that WestJet had predetermined fixed limits on the reimbursement of expenses, those representations may be found to have had "the capability, tendency or effect of deceiving or misleading a consumer." Put a different way, these representations may be found to have amounted to a "deceptive act or practice" under s. 4(1) of the BPCPA.: see *Live Nation Entertainment, Inc. v. Gornel*, 2023 BCCA 274 paras. 60-70.

...

[66] As such, it may be that WestJet is ultimately found to be entirely permitted to set internal business practices of establishing parameters for reimbursements. While this will be an issue for the Underlying Action, it may be that setting corporate "general" guidelines is both a sound business practice for a large organization and provides consumers with increased consistency and transparency. However, the methodology will need to accord with WestJet's obligations under the Montreal

Convention and the APPR not to set arbitrary limits and approach each claim for reimbursement fairly and using common sense and reasonableness.

Air Passenger Rights v WestJet Airlines Ltd., 2025 BCSC 155

Examination for Discovery of WestJet's Representative

14. On November 29, 2024, the Plaintiff attempted to canvas dates for examination for discovery of WestJet's representative. After multiple follow-ups, the examination for discovery of WestJet's representative (Ms. Heidi Mackenzie) was scheduled for April 2, 2025.
15. On April 2, 2025, examination for discovery of WestJet's representative commenced and adjourned with eighty-eight requests on left on the record.
16. On April 17, 2025, counsel for the Plaintiff wrote to WestJet's counsel enclosing the list of requests that were left on the record and proposed that WestJet provide their response to the requests by May 30, 2025 and, if WestJet proposes another date to advise by April 30, 2025. At the same time, Plaintiff's counsel proposed holding a chambers hearing date to address any objections and refusals.

Affidavit #3 of Brittany Dieno made on July 17, 2025 [**Dieno Affidavit #3**] at Exhibit A

17. On April 30, 2025, WestJet's counsel responded asserting that May 30, 2025 was an "arbitrary deadline." WestJet's counsel indicated they would respond by June 30, 2025, and proposed July 14 to 17, 2025 for the chambers hearing date.

Dieno Affidavit #3 at Exhibit B.

18. On April 30, 2025, Plaintiff's counsel responded indicating that the "arbitrary deadline" assertion was unwarranted. Plaintiff's counsel also pointed out that WestJet's proposed hearing date would result in **one (1) business day** between WestJet's responding deadline (i.e., June 30, 2025) and the deadline to file a chambers application within the timeline under Rule 8-1.

Dieno Affidavit #3 at Exhibit C.

19. On May 1, 2025, WestJet's counsel proposed to reserve a hearing date between August 5 to 9, 2025 instead.

Dieno Affidavit #3 at Exhibit D.

20. On June 10, 2025, the monthly phone-in date for reserving long chambers, Plaintiff's counsel advised that August 6-7, 2025 had been reserved in New Westminster.

Dieno Affidavit #3 at Exhibit F.

21. On July 4, 2025, after WestJet's proposed June 30, 2025 deadline passed without any word, Plaintiff's counsel followed-up. WestJet's counsel advised that they "were aiming to provide our response by the end of June" only. WestJet's counsel claimed that they need additional time to respond.

Dieno Affidavit #3 at Exhibit G.

22. Immediately after the aforementioned email, Plaintiff's counsel responded requesting clarity on the amount of additional time that WestJet was asking for. WestJet did not respond.

Dieno Affidavit #3 at Exhibits H and I.

23. On July 7, 2025, the day before the next monthly phone-in date, Plaintiff's counsel advised that he will attempt to secure hearing dates in September and requested WestJet's counsel provide their availability for September.

Dieno Affidavit #3 at Exhibit J.

24. On the morning of July 8, 2025, WestJet's counsel provided two September dates only, minutes before the phone-in time, after Plaintiff's counsel followed-up again.

Dieno Affidavit #3 at Exhibits K to M.

25. On July 14, 2025, Plaintiff's counsel wrote to WestJet again to follow-up on the outstanding requests and also advised that there were no available hearing dates for September. WestJet did not respond.

Dieno Affidavit #3 at Exhibit N and para. 16.

WestJet's Dilatory Conduct in this Case and Other Cases

26. In relation to this case, WestJet has a history of not responding to correspondences.

Air Passenger Rights v WestJet Airlines Ltd., 2025 BCSC 155 at paras. 14 and 16

27. In an unrelated case where WestJet was represented by other counsel, Justice Hughes commented as follows on WestJet's conduct:

[12] In response to the production order, WestJet took the position that the scope of production of complaint files was limited to complaints by confirmed female class members against male pilots and has produced complaint files falling within those parameters. To date, WestJet has produced 24 harassment complaint files. Approximately half of those were not produced until September of 2024—approximately eight months after Document Production #1 was issued, which required production within 45 days—and only two weeks before this application came on for hearing. WestJet's internal statistics suggest that significantly more harassment complaints (including sexual harassment and sexual assault) were made during the class period than have been disclosed. For example, documentation produced by WestJet suggests 16 complaints were made in Q4 2018 and 19 in Q1 2022 alone. It is unclear how many of those complaints would have been made by class members. Nonetheless, WestJet has produced only 24 complaint files for the entire class period.

[13] The plaintiff has raised various concerns regarding the completeness of WestJet's document production in the course of this application. In my view, these concerns are not unfounded. The record before me suggests that WestJet's approach to document production to date has been dilatory and, at times, potentially adversarial in nature. It is unclear why all complaint files were not produced in accordance with the timeline required by *Document Production #1*. If WestJet was unable to produce within the time required, then it was incumbent on WestJet to seek an extension of the court-ordered timeline for production. WestJet's dilatory approach to document production was also a factor that contributed to the trial being adjourned by consent from October 2024 to October 2025.

Lewis v WestJet Airlines Ltd., 2024 BCSC 2398

Part 3: LEGAL BASIS

28. Full and complete disclosure between litigants is essential to the truth-seeking function of the litigation process and the proper administration of justice. In maintaining a balance between disclosure and confidentiality, the governing principle is to lean in favour of openness and disclosure.

Marsh Canada Limited v. BFL Canada Insurance Services Inc., 2014 BCSC 1171, at paras 67 and 69.

Objections at the Examination for Discovery

29. The Plaintiff is requesting the Court to adjudicate eleven (11) objections from the examination for discovery. The Plaintiff's position for each of those objections are detailed in **Schedule A**.

30. In sum, WestJet's objections are in some ways self-contradictory. Some objections were on the basis that the policy documents in question were not placed before WestJet's representative. Then, when WestJet's own policy documents are placed before WestJet's representative, the objection then shifts to "overly broad", "already answered", "the document speaks for itself", or an objection that the representative is being asked to interpret a document.

31. It is unclear how it is improper to ask WestJet's representative to answer questions about WestJet's own documents.

Outstanding Requests from the Examination for Discovery

32. At an examination for discovery, the Plaintiff is entitled to ask questions that relate to a matter in question in the action, as confirmed in Rule 7-2(18).

Scope of examination

(18) Unless the court otherwise orders, a person being examined for discovery

(a) must answer any question within the person's knowledge or means of knowledge regarding any matter, not privileged, relating to a matter in question in the action, and

(b) is compellable to give the names and addresses of all persons who reasonably might be expected to have knowledge relating to any matter in question in the action.

33. At the examination for discovery of WestJet's representative, the Plaintiff made requests that would require WestJet's representative to inform themselves:

Person must inform self

(22) In order to comply with subrule (18) or (19), a person being examined for discovery may be required to inform themselves and the examination may be adjourned for that purpose.

Response may be provided by letter

(23) If a person is required to inform themselves under subrule (22) in order to respond to one or more questions posed on the examination for discovery, the examining party may request the person to provide the responses by letter.

If letter provided

(24) If the examining party receives a letter under subrule (23),

(a) the questions set out in the letter and the answers given in response to those questions are deemed for all purposes to be questions asked and answers given under oath in the examination for discovery, and

(b) the examining party may, subject to subrule (2), continue the examination for discovery.

34. On April 17, 2025, the Plaintiff sent a letter following the usual practice and Rule 7-2(23). Although WestJet committed to responding by June 30, 2025, nothing was received after that date despite multiple follow-ups. Thereafter, WestJet stopped responding. It appears WestJet may be approaching discovery with dilatoriness to manufacture an adjournment of the January 2026 trial that has been scheduled.

[13] The plaintiff has raised various concerns regarding the completeness of WestJet's document production in the course of this application. In my view, these concerns are not unfounded. The record before me suggests that WestJet's approach to document production to date has been dilatory and, at times, potentially adversarial in nature. It is unclear why all complaint files were not produced in accordance with the timeline required by Document Production #1. If WestJet was unable to produce within the time required, then it was incumbent on WestJet to seek an extension of the court-ordered timeline for production. WestJet's dilatory approach to document production was also a factor that contributed to the trial being adjourned by consent from October 2024 to October 2025.

Lewis v WestJet Airlines Ltd., 2024 BCSC 2398

35. As detailed in **Schedule B**, all of the requests that were made relate to a matter in question in this action. The Plaintiff reserves the right to supplement further evidence

or authorities in the event that WestJet purports to provide a response or objection only after the filing of this application.

Part 4: MATERIAL TO BE RELIED ON

1. Affidavit #1 of Dr. Gabor Lukacs made on October 16, 2024.
2. Affidavit #3 of Brittany Dieno made on July 17, 2025.
3. Affidavit #2 of Todd Peterson made on November 13, 2024.
4. Examination for Discovery Transcript of Heidi Mackenzie, including documents from the list of documents referred to at the examination.
5. The pleadings in this action.
6. Such further and other materials as counsel may advise.

TO THE PERSON RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to this notice of application, you must, within 5 business days after service of this notice of application or, if this application is brought under Rule 9-7, within 8 business days after service of this notice of application,

- (a) file an application response in Form 33,
- (b) file the original of every affidavit, and of every other document, that
 - i. you intend to refer to at the hearing of this application, and
 - ii. has not already been filed in the proceeding, and
- (c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:
 - i. a copy of the filed application response;
 - ii. a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;
 - iii. if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9).

Date: July 21, 2025



Signature of lawyer for applicant, Simon Lin

To be completed by the court only:

Order made

- ☐ in the terms requested in paragraphs of Part 1 of this notice of application
- ☐ with the following variations and additional terms:

.....

Date:

.....

.....

Signature of ☐ Judge ☐ Associate
Judge

APPENDIX

THIS APPLICATION INVOLVES THE FOLLOWING:

- an application relating to examination for discovery

Schedule A – Objections at Examination for Discovery

1

Q No.	Page	Description	Defendant's Objection	Plaintiff's Position
147	62-63	So after August 16, 2024, is it WestJet's policy to reimburse for cellular roaming charges, missed entertainment/sporting/excursion events, lost wages or missed connections to non-partner airlines or cruises?	"It's too broad to be answered by my client."	The Defendant purported to amend their website on or about August 16, 2024 to remove language about not reimbursing for those enumerated expenses. The Plaintiff to test the veracity of WestJet's claim that they had changed their policy. See: <u>[58] While I stress that the issue may be framed differently in the Underlying Action or interpreted differently by the Court hearing that proceeding, I find that the issue to be tried, and thus considered in this application, concerns whether WestJet is entitled to, as a matter of setting its business practices, determine some form of limit as to what amounts are reasonable for hotels or meals and how it is to make that determination and communicate those</u>

Schedule A – Objections at Examination for Discovery

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				<u>decisions to passengers. Put simply, in the Underlying Action, the Court may be required to consider if the manner in which WestJet reimburses passengers both under the methodology it used with the Original Reimbursement Page, and currently accords with the Montreal Convention and the APPR.</u>
148	63	Ms. Mackenzie, to your knowledge is WestJet reimbursing for those items after August 16, 2024?	"Overly broad"	See also page 98 of the transcript where WestJet's counsel conceded that questions about policies with respect to WestJet's practices is appropriate.
162	67	Well, let me go back to this sentence here. It says: "Guests may be entitled to food and drink in reasonable quantities." What is meant by "may be entitled"? Can you elaborate?	"Counsel, she's told you that she doesn't know who reviewed this, she didn't draft it. The document speaks for itself. You're asking her to interpret a document that's on a webpage and I'm going to object to that question."	It is proper to ask the representative of the company to explain what is meant by particular terms used in a public document posted by that company.

Schedule A – Objections at Examination for Discovery

270	97	But we see in the second sentence that WestJet says that they do not consider expenses outside the airline's control, so how do you explain that?	"Counsel, I'm going to object to that. You're once again trying to get an opinion from her as to what a written document says. Not proper examination"	Same as above. The question is not seeking an opinion but rather asking what WestJet's policy actually is and asking about the inconsistencies between what WestJet says versus what WestJet does.
271	97-98	we're asking her about what WestJet's own documents say. We're saying -- according to this document it seems like -- that the out-of-pocket expenses that are reimbursed through the guest support team are ones that involved a delay or cancellation within WestJet's control. Do you agree, Ms. Mackenzie?	"Once again, counsel, you're interrupting me when I'm in the middle of elucidating my objection. I'm telling you that I'm objecting to your question because once again you are asking her her opinion on a written document, which is not proper examination for discovery. You can ask her with respect to policies with respect to practices at WestJet. You cannot ask her to interpret documents for you. Those are not proper examination for discovery questions and they are going to be objected to and I'm objecting to it in this case. Thank you."	Same as above.
275	100	My question is we see this template here that WestJet uses to communicate with its passengers. It uses the word "essential out-of-pocket expenses"? What does WestJet mean by that?	"Okay. I'm going to object to that. Again, you're asking her for an opinion as to what something -- what a document says and so that's going to be objected to. I'm trying to sort of, you know, let you	Same as above.

Schedule A – Objections at Examination for Discovery

			know why I'm objecting so that you can rephrase your question in a way that isn't objectionable, but you continue to ask the same question, so I'm going to have to continue to object."	
302-326	106-107	Ms. Mackenzie, in your experience as director of contact centre can you tell us what this means, "any additional expense would be their own"?	"I'm going to object to that. Again, you're asking her to interpret a document again and to provide her opinion, which is not what she's required to do at an examination for discovery."	Same as above.
325-326	115-116	Paragraph 9 Mr. Todd Peterson said: "In the vast majority of cases where guests experience a delay or cancellation withinin WestJet's control, WestJet provides guests with food and drink vouchers during the delays and arranges for hotel rooms in the event that guests are delayed overnight.. Do you see that? Would you agree with that statement?	"I object to that. She's not going to - again, interpret a document, nonetheless an affidavit from an interlocutory application and tell you what it means when someone else swears to certain evidence. If you want to ask her questions about her experience with respect to cases where passengers experience delay, you can, but she will not be interpreting. It's improper to ask on an examination for discovery that someone interpret a document for you and give – She's not -- that's also improper to ask somebody to adopt someone else's statement. If you want to ask her questions, this is an examination for discovery. Within	Same as above.

			the bounds of the pleadings and the issues that we are dealing with in this lawsuit, you can ask her those questions. To ask her to adopt statements of somebody else, to ask her to give you an opinion on the interpretation of a document is improper whether you -- you know, I can understand we may have a disagreement on that and you voiced your disagreement, but that is my objection. On my advice to her -- my advice to her is to not answer these questions.	
479	165	Next question we have is here it says "uncontrollable." What does WestJet mean by "uncontrollable" and can you elaborate a little bit for us?	"I'm going to object to that. Once again you're asking her to interpret and give you an opinion on a document that is a legal term again that as you're aware is in a statute and so she's not going to interpret these terms for you."	Same as above. "uncontrollable" is not a legal term but a term coined by WestJet themselves.
527-529	180-181	So it's correct to say that when passengers submit a reimbursement request that includes any of these, that WestJet will reject them; is that correct? Well, earlier you asked us to put the policy documents before Ms. Mackenzie and ask	"Objection. She's already answered that question." "Objection. She's already answered that question."	Improper objection. See page 51 where WestJet's counsel appears to take a contrary position.

		questions, so we're doing precisely that now. The policy document says WestJet does not reimburse and I'm asking you, Ms. Mackenzie, if a passenger makes a request for any of those items that they will receive a rejection; is that correct? We are allowed to ask the same questions and to confirm, so it's not a valid objection. And we are referencing this document, we're asking a very specific question. It says here: "WestJet does not reimburse expenses for cellular roaming charges, missed nights in a hotel room, missed entertainment/sporting/excursion events, lost wages or missed connections to non-partner airlines or cruises." So if a passenger makes a request for reimbursement according to this policy, it will be rejected; is that correct?	"Objection. She's already answered that question."	
530	182	Does this policy here have any exceptions for reimbursing the roaming charges, missed nights in a hotel room, missed entertainment/sporting/excursion events, lost wages or missed connections to non-partner airlines or cruises?	"Objection. You have the whole document in front of you. It speaks for itself."	Improper objection. The Plaintiff is entitled to inquire whether WestJet applies any exception that is not in the written policy, or have a side document that details any exceptions.

Schedule B – Requests at Examination for Discovery

1

No.	Page	Description	Plaintiff's Position
1.	26	Provide the Westjet organizational chart which includes the contact centre	This request is relevant to how Westjet processes reimbursement requests and who bears responsibility.
			Retrieving an organizational chart is straightforward.
2.	29	Advise what options were under the down-down menu "compensation type" on Westjet's "Submit Expenses" webpage on August 10, 2024	This request is relevant to Westjet processing of reimbursement requests for the affected consumers.
			Providing details of Westjet's own website is straightforward.
3.	30	Provide the percentage of people that choose each option under the down-down menu "compensation type" on Westjet's "Submit Expenses" webpage from August 3, 2022, to the present	This request is relevant to s. 172(3) of the <i>BPCPA</i> including restoration of monies to the affected consumers.
			This information would reveal the percentage of consumers for which Westjet has payment information.
4.	32	Advise whether the information transmitting through the website's "Submit a Request For Reimbursement" form arrives at Westjet in the form of an email	This request is relevant to how Westjet processes reimbursement requests.
			It is also relevant to awarding remedies for the affected consumers. If the reimbursement requests are configured in the

Schedule B – Requests at Examination for Discovery

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			form of a standardized email, it would assist the accounting of monies for restoration.
		Providing details of WestJet's own website is straightforward.	
5.	33	Advise whether passengers receive a confirmation email or a copy of what they have submitted through the website's "Submit a Request For Reimbursement" form for the period August 3, 2022 to the present; if they do not receive a copy, provide the reason why the passenger is not provided a copy	This request is relevant to WestJet processing of reimbursement requests for the affected consumers.
		Providing details of WestJet's own website is straightforward.	
6.	38	Advise as to how long the Sprinklr system retains web form submissions	This request is relevant to WestJet processing of reimbursement requests for the affected consumers.
		Providing details of WestJet's own internal process is not onerous.	
7.	40	Advise how reimbursement requests were assigned between August 3, 2022, and August 10, 2024, and from August 10, 2024, to the present	This request is relevant to how WestJet processes reimbursement requests and who bears responsibility.
8.	44	Provide the full name of Gaby and advise whether they are still at WestJet	Gaby was one of the WestJet representatives whose name appeared on emails received by some affected consumers.

Schedule B – Requests at Examination for Discovery

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			The Plaintiff may wish to call Gaby as a witness. Rule 7-2(18)(b).
9.	45	Provide the full name of Angii and advise whether they are still at WestJet	Angii was one of the WestJet representatives whose name appeared on emails received by some affected consumers.
			The Plaintiff may wish to call Angii as a witness. Rule 7-2(18)(b).
10.	52	Advise whether the amounts to reimburse from August 3, 2022, to the present are recorded in Sprinkl'r; if not, provide the name of the system in which they are recorded	This request is relevant to WestJet processing of reimbursement requests for the affected consumers.
			Providing details of WestJet's own internal process is not onerous.
11.	54	Advise whether the expense reimbursement amounts are recorded in the passenger's passenger name record (PNR), Sprinkl'r or any other system during the period August 3, 2022, to the present	This request is relevant to WestJet processing of reimbursement requests for the affected consumers.
			Providing details of WestJet's own internal process is not onerous.
12.	54	Advise whether the guest support team performance or individual employee's performance is tracked in any way as regards what is paid out to passengers for expense reimbursements	This request is relevant to WestJet processing of reimbursement requests for the affected consumers.

Schedule B – Requests at Examination for Discovery

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			Providing details of WestJet's own internal process is not onerous.
13.	57	Advise when the template that is WestJet's document 1.6 was first used within the guest support team during the period August 3, 2022, to the present	This question goes to the authenticity of documents that WestJet has produced.
14.	57	Advise whether the template that is WestJet's document 1.6 is still being used within the guest support team	This question goes to the authenticity of documents that WestJet has produced.
15.	60	Provide a screenshot of the search feature for Sprinklr, including any advanced search features (***TAKEN UNDER ADVISEMENT***)	This request is relevant to WestJet processing of reimbursement requests for the affected consumers.
			Providing details of WestJet's own internal process is not onerous.
16.	64	Provide the names of those that reviewed and approved the updated webpage (WestJet document 1.2)	This request is relevant to WestJet processing of reimbursement requests for the affected consumers.
			Providing details of WestJet's own website is straightforward.
17.	65	Advise what WestJet means by "access to means of communication"	This terminology appears on WestJet's own webpage. Part of the debate at the trial is whether WestJet must reimburse passengers for roaming costs when WestJet is required by law to provide passengers with

			“access to means of communication”
18.	66	Advise whether or not WestJet is able to ascertain if a meal voucher has been redeemed or used	This request is relevant to WestJet processing of reimbursement requests for the affected consumers.
			This is also relevant to the restoration of monies that the Plaintiff is seeking on behalf of affected consumers.
19.	73	Provide the date that the flight disruption hotel availability template was first used (WestJet document 1.30)	This request is relevant to WestJet processing of reimbursement requests for the affected consumers.
			Providing details of WestJet’s own internal process is not onerous.
20.	74	Provide details of what has been updated on the template and also when it was updated (WestJet document 1.30)	This request is relevant to WestJet processing of reimbursement requests for the affected consumers.
			Providing details of WestJet’s own internal process is not onerous.
21.	78	Advise what system was used to send out the email template from August 3, 2022, to the present (WestJet document 1.30)	This request is relevant to WestJet processing of reimbursement requests for the affected consumers.

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			This is also relevant to the restoration of monies that the Plaintiff is seeking on behalf of affected consumers. Providing details of Westjet's own internal process is not onerous.
22.	79	Provide emails using the template that were actually sent out to passengers from August 3, 2022, to the present (Westjet document 1.30) (****TAKEN UNDER ADVISEMENT****)	This request is relevant to Westjet processing of reimbursement requests for the affected consumers. This is also relevant to the restoration of monies that the Plaintiff is seeking on behalf of affected consumers. The emails appear to be sent out using automated systems and Westjet is able to retrieve them.
23.	82	Advise whether a passenger's PNR would reflect that a booking was made through Westjet Biz	This request relates to the applicability of the <i>Business Practices and Consumer Protection Act</i> . Individuals that booked through a business channel may not qualify as a consumer.
24.	85	Advise who recommended and approved the \$150 and \$200 figures within the general guidelines (Westjet document 1.1)	This request is relevant to Westjet processing of reimbursement requests for the affected consumers.

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			This is also relevant to the restoration of monies that the Plaintiff is seeking on behalf of affected consumers.
25.	87	Advise whether the numbers that are applied by the WestJet employee for hotel reimbursements are recorded in Sprinkl	This request is relevant to WestJet processing of reimbursement requests for the affected consumers.
			This is also relevant to the restoration of monies that the Plaintiff is seeking on behalf of affected consumers.
26.	88	Advise who proposed and approved the \$45 amount and advise what materials were used to come up with this number (WestJet document 1.1)	This request is relevant to WestJet's defense that the caps they imposed were permissible and reasonable.
			Providing details of WestJet's own internal process is not onerous.
27.	89	Advise who proposed and approved the \$150 and \$200 amounts for hotel reimbursements and advise what materials were used to come up with those numbers (WestJet document 1.1)	This request is relevant to WestJet processing of reimbursement requests for the affected consumers.
			This request is relevant to WestJet's defense that the caps they imposed were permissible and reasonable.

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			Providing details of WestJet's own internal process is not onerous.
28.	94	Advise when the template that is WestJet document 1.12 was first used and whether it is still being used	This request is relevant to WestJet processing of reimbursement requests for the affected consumers. This request is relevant to WestJet's defense that the caps they imposed were permissible and reasonable. Providing details of WestJet's own internal process is not onerous.
29.	94	Advise whether there is any WestJet policy in relation to responding to passengers' claims that are made under section 19 of the Montreal Convention	This request is relevant to WestJet processing of reimbursement requests for the affected consumers. Providing details of WestJet's own internal process is not onerous.
30.	95	Advise when the template that is WestJet document 1.13 was first used	This request is relevant to WestJet processing of reimbursement requests for the affected consumers. Providing details of WestJet's own internal process is not onerous.

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31.	96	Advise whether the template that is Westjet document 1.13 is still being used, and if not, then advise what template has replaced it	This request is relevant to Westjet processing of reimbursement requests for the affected consumers. Providing details of Westjet's own internal process is not onerous.
32.	102	Advise whether a guest support employee would need to document their decision to pay for expenses that are outside Westjet's control and advise where those decisions are recorded	This request is relevant to Westjet processing of reimbursement requests for the affected consumers. This is also relevant to the restoration of monies that the Plaintiff is seeking on behalf of affected consumers.
33.	103	Advise when the form for declining requests for reimbursement was first used and whether it is still being used (Westjet document 1.17)	This request is relevant to Westjet processing of reimbursement requests for the affected consumers. This is also relevant to the restoration of monies that the Plaintiff is seeking on behalf of affected consumers.
34.	106	Advise when the template that is Westjet document 1.18 was first used and whether it is still being used; identify and provide any variation of the template that is currently being used	This request is relevant to Westjet processing of reimbursement requests for the affected consumers. This is also relevant to the restoration of monies that the

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			Plaintiff is seeking on behalf of affected consumers.
35.	113	Provide the policy documents in the WestJet Information Network as they relate to expense reimbursement, or if they have been provided, advise what documents they are in the production	This request is relevant to WestJet processing of reimbursement requests for the affected consumers.
			This request is relevant to WestJet's defense that the caps they imposed were permissible and reasonable.
			Providing details of WestJet's own internal process is not onerous.
36.	118	Provide the policy documents that covers guests experiencing a delay or cancellation within WestJet's control	This request is relevant to WestJet processing of reimbursement requests for the affected consumers.
			This request is relevant to WestJet's defense that the caps they imposed were permissible and reasonable.
			Providing details of WestJet's own internal process is not onerous.
37.	124	Advise whether WestJet tracks the number of instances where hotel accommodations were made available to guests versus the number of situations where hotel accommodations were not made available to guests	This request is relevant to WestJet processing of reimbursement requests for the affected consumers.

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			This is also relevant to the restoration of monies that the Plaintiff is seeking on behalf of affected consumers.
38.	124	Provide any data related to the number of passengers that receive hotel vouchers versus those that need to book their own hotels, for the period from August 3, 2022, to the present	This request is relevant to WestJet processing of reimbursement requests for the affected consumers.
			This is also relevant to the restoration of monies that the Plaintiff is seeking on behalf of affected consumers.
39.	126	Advise whether WestJet document 1.2 is the page that the reimbursement request is submitted through	This request is relevant to WestJet processing of reimbursement requests for the affected consumers.
			This is also relevant to the restoration of monies that the Plaintiff is seeking on behalf of affected consumers.
40.	127	Advise whether WestJet has records in the PNR, in Sprinklr or any other system that a passenger has received the email with the template entitled "flight disruptions-hotel availability" (WestJet document 1.31)	This request is relevant to WestJet processing of reimbursement requests for the affected consumers.
			This is also relevant to the restoration of monies that the Plaintiff is seeking on behalf of affected consumers.

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41.	128	Advise whether in terms of emails sent out to passengers it is part of the protocol to include the text contained at page 15 of plaintiff's document 1.5, resembling the request form itself	This request is relevant to Westjet processing of reimbursement requests for the affected consumers. This is also relevant to the restoration of monies that the Plaintiff is seeking on behalf of affected consumers.
42.	130	Provide all the reimbursement emails that Westjet sent to passengers from expensedelays@westjet.com between August 16, 2024, to October 31, 2024, relating to hotel reimbursements or meal reimbursements (***TAKEN UNDER ADVISEMENT***)	This request is relevant to Westjet processing of reimbursement requests for the affected consumers. This is also relevant to the restoration of monies that the Plaintiff is seeking on behalf of affected consumers.
43.	133	Advise when the template that is Westjet document 1.20 was first used and if it is still being used; if it is not currently in use, then advise when was the last time it was used	The emails appear to be sent out using automated systems and Westjet is able to retrieve them. This request is relevant to Westjet's defense that the caps they imposed were permissible and reasonable.
44.	134	Provide all copies of outgoing emails from the email address expensedelays@westjet.com that utilize the template that is Westjet document 1.20 between the dates of August 3, 2022, to the present	Providing details of Westjet's own internal process is not onerous. This request is relevant to Westjet processing of

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			reimbursement requests for the affected consumers. This is also relevant to the restoration of monies that the Plaintiff is seeking on behalf of affected consumers. The emails appear to be sent out using automated systems and Westjet is able to retrieve them.
45.	135	Advise when the template that is Westjet document 1.23 was first used and it is still being used; if it is not currently in use, then advise when was the last time it was used	This request is relevant to Westjet processing of reimbursement requests for the affected consumers. This request is relevant to Westjet's defense that the caps they imposed were permissible and reasonable. Providing details of Westjet's own internal process is not onerous.
46.	136	Provide all copies of outgoing emails from the email address expensedelays@westjet.com that utilize the template that is Westjet document 1.23 between the dates of August 3, 2022, to the present ****TAKEN UNDER ADVISEMENT****	This request is relevant to Westjet processing of reimbursement requests for the affected consumers. This is also relevant to the restoration of monies that the

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			Plaintiff is seeking on behalf of affected consumers. The emails appear to be sent out using automated systems and WestJet is able to retrieve them.
47.	138	Provide the date that the version of the SOP expense reimbursement request document was effective and advise whether it is still in effect; if it is not in effect, then advise when it ceased to have been in effect (WestJet document 1.33)	This request is relevant to WestJet processing of reimbursement requests for the affected consumers. This request is relevant to WestJet's defense that the caps they imposed were permissible and reasonable.
48.	144	Provide the guest pay and claim spreadsheet for the time period August 3, 2022, to the present	Providing details of WestJet's own internal process is not onerous. This request is relevant to WestJet processing of reimbursement requests for the affected consumers. This request is relevant to WestJet's defense that the caps they imposed were permissible and reasonable. Providing details of WestJet's own internal process is not onerous.

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49.	145	Advise whether there is a list of irregular operation (IROP) reasons that are utilized as part of the reimbursement policy (***)TAKEN UNDER ADVISEMENT(***)	This request is relevant to WestJet's defense that the caps they imposed were permissible and reasonable. This request is relevant to WestJet's defense that the caps they imposed were permissible and reasonable. Providing details of WestJet's own internal process is not onerous.
50.	146	Advise why there is a difference in the amounts for reimbursement for meals between the two types of passengers	This request is relevant to WestJet processing of reimbursement requests for the affected consumers. This request is relevant to WestJet's defense that the caps they imposed were permissible and reasonable. Providing details of WestJet's own internal process is not onerous.
51.	147	Advise who established the distinction of \$15 for all passengers except for platinum and gold reward members	This request is relevant to WestJet's defense that the caps they imposed were permissible and reasonable.

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			Providing details of WestJet's own internal process is not onerous.
52.	147	Provide all emails that were sent from expensedelays@westjet.com from August 3, 2022, to the present where the \$150 CAD in Canada figure, \$200 CAD outside Canada figure, \$15 per meal per person per day or \$30 per meal per day figure was utilized or applied (***TAKEN UNDER ADVISEMENT***)	This request is relevant to WestJet processing of reimbursement requests for the affected consumers. This is also relevant to the restoration of monies that the Plaintiff is seeking on behalf of affected consumers.
53.	149	Advise when the decision was made to include entertainment, tickets, cellphone charges and missed events in the policy and who recommended or approved this decision and also what documents were used by that person to arrive at this policy	The emails appear to be sent out using automated systems and WestJet is able to retrieve them. This request is relevant to how WestJet processes reimbursement requests and who bears responsibility. This request is relevant to WestJet's defense that the caps they imposed were permissible and reasonable. Providing details of WestJet's own internal process is not onerous.
54.	150	Provide all emails that were sent from expensedelays@westjet.com from August 3, 2022, to the present where there were payouts for entertainment tickets, cellphone charges or missed events	This request is relevant to WestJet processing of reimbursement requests for the affected consumers.

		(***TAKEN UNDER ADVISEMENT***)	This is also relevant to the restoration of monies that the Plaintiff is seeking on behalf of affected consumers.
55.	150	Provide all emails that were sent from expensedelays@westjet.com from August 3, 2022, to the present where entertainment tickets, cellphone charges or missed events were not paid out (***TAKEN UNDER ADVISEMENT***)	The emails appear to be sent out using automated systems and WestJet is able to retrieve them. This request is relevant to WestJet processing of reimbursement requests for the affected consumers. This is also relevant to the restoration of monies that the Plaintiff is seeking on behalf of affected consumers. The emails appear to be sent out using automated systems and WestJet is able to retrieve them.
56.	153	Advise what the GSUP worksheet is used for and provide the names of the fields or columns that are in the GSUP worksheet	This request is relevant to WestJet processing of reimbursement requests for the affected consumers. This request is relevant to WestJet's defense that the caps they imposed were permissible and reasonable.

			Providing details of Westjet's own internal process is not onerous.
57.	154	Provide a copy of the IROP delay and cancel codes (***TAKEN UNDER ADVISEMENT***)	This request is relevant to Westjet's defense that the caps they imposed were permissible and reasonable. IROP delay and cancel codes were referred to in Westjet's own documents that was produced during document discovery.
58.	154	Provide a copy of the Decision Tree IROP Standards that were in effect between August 3, 2022, to the present	Providing details of Westjet's own internal process is not onerous. This request is relevant to Westjet's defense that the caps they imposed were permissible and reasonable. IROP delay and cancel codes were referred to in Westjet's own documents Providing details of Westjet's own internal process is not onerous.
59.	156	Provide a list of the categories in relation to the macro in Sprinklr	This request is relevant to Westjet processing of reimbursement requests for the affected consumers.

			Providing details of Westjet's own internal process is not onerous.
60.	159	Advise when Westjet document 1.34 came into effect, if it is still in effect and if it is not in effect, then when did it cease to be in effect	This request is relevant to Westjet's defense that the caps they imposed were permissible and reasonable. This request is relevant to Westjet processing of reimbursement requests for the affected consumers.
61.	161	Advise who approved Westjet documents 1.33 and 1.34 to be posted on the Westjet Information Network	Providing details of Westjet's own internal process is not onerous. This request is relevant to Westjet's defense that the caps they imposed were permissible and reasonable. This request is relevant to Westjet processing of reimbursement requests for the affected consumers. Providing details of Westjet's own internal process is not onerous.

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62.	164	Advise what system is being used to reference whether a disruption is controllable, uncontrollable or safety, and if this information is in a spreadsheet then provide the names of the columns or fields for that spreadsheet (***TAKEN UNDER ADVISEMENT***)	This request is relevant to Westjet's defense that the caps they imposed were permissible and reasonable. This request is relevant to Westjet processing of reimbursement requests for the affected consumers.
63.	166	Advise when the \$15, \$30 and \$150 figures for meal reimbursement were decided and who made the decision, relating to Westjet document 1.34, the three dollar figures on the right side on the "uncontrollable" column	Providing details of Westjet's own internal process is not onerous. This request is relevant to Westjet's defense that the caps they imposed were permissible and reasonable. This request is relevant to Westjet's defense that the caps they imposed were permissible and reasonable.
64.	168	Advise of any articles or postings contained in Westjet Information Network that could be used for ascertaining whether an amount claimed for expenses is reasonable, including a list of factors to consider such as location (***UNDER ADVISEMENT***)	Providing details of Westjet's own internal process is not onerous. This request is relevant to Westjet's defense that the caps they imposed were permissible and reasonable.

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			This request is relevant to Westjet's defense that the caps they imposed were permissible and reasonable. Providing details of Westjet's own internal process is not onerous.
65.	171	Advise whether the amounts \$150 and \$200 for a hotel, \$15 and \$30 for meals are applied to disruptions that are controllable or disruptions that are for safety, with respect to Westjet document 1.33	This request is relevant to Westjet's defense that the caps they imposed were permissible and reasonable. This request is relevant to Westjet's defense that the caps they imposed were permissible and reasonable. Providing details of Westjet's own internal process is not onerous.
66.	172	Advise whether any previous templates or currently in use templates have explicit reference to passengers making claims under the Montreal Convention	This request is relevant to Westjet processing of reimbursement requests for the affected consumers. Providing details of Westjet's own internal process is not onerous.
67.	174	Advise whether the guest support team utilizes or references the Policy: Irregular operations (IROP) document for processing reimbursement requests (Westjet document 1.35)	This request is relevant to Westjet processing of reimbursement requests for the affected consumers.

			Providing details of WestJet's own internal process is not onerous.
68.	175	Advise when the IROP policy document came into effect, if it is still in effect and if it is not in effect, then when did it cease to be in effect (WestJet document 1.35)	This request is relevant to WestJet processing of reimbursement requests for the affected consumers.
			Providing details of WestJet's own internal process is not onerous.
69.	176	Advise who recommended or approved the distinction on IROP Vouchers between \$15 and \$30 for meal reimbursement and when this policy was first in place (***TAKEN UNDER ADVISEMENT***)	This request is relevant to WestJet's defense that the caps they imposed were permissible and reasonable.
			This request is relevant to WestJet's defense that the caps they imposed were permissible and reasonable.
			Providing details of WestJet's own internal process is not onerous.
70.	179	Advise whether WestJet has any written guidance or article that would assist the contact centre employee to draw the line between a controllable IROP versus a schedule change (***TAKEN UNDER ADVISEMENT***)	This request is relevant to WestJet processing of reimbursement requests for the affected consumers.
			Providing details of WestJet's own internal process is not onerous.

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71.	182	Provide any articles from WestJet's Information Network on WestJet reimbursing or not reimbursing cellular roaming charges, missed nights in a hotel room, missed entertainment/sporting/excursion events, lost wages or missed connections to non-partner airlines or cruises	This request is relevant to WestJet's defense that the caps they imposed were permissible and reasonable. This request is relevant to WestJet processing of reimbursement requests for the affected consumers. Providing details of WestJet's own internal process is not onerous.
72.	185	Advise whether WestJet document 1.35 is used by the guest support team	This request is relevant to WestJet's defense that the caps they imposed were permissible and reasonable. This request is relevant to WestJet processing of reimbursement requests for the affected consumers. Providing details of WestJet's own internal process is not onerous.
73.	188	Advise whether the documented items are contained with the SOP in WestJet document 1.33 or 1.34 or if there is more than that	This request is relevant to WestJet's defense that the caps they imposed were permissible and reasonable.

			This request is relevant to WestJet processing of reimbursement requests for the affected consumers.
		Providing details of WestJet's own internal process is not onerous.	
74.	189	Advise when WestJet document 1.36 came into effect, if it is still in effect and if it is not in effect, then when did it cease to be in effect	This request is relevant to WestJet's defense that the caps they imposed were permissible and reasonable.
			This request is relevant to WestJet processing of reimbursement requests for the affected consumers.
		Providing details of WestJet's own internal process is not onerous.	
75.	192	Advise whether an employees in the guest support team would need to document how they arrived at reasonable amounts for meals and/or hotels	This request is relevant to WestJet processing of reimbursement requests for the affected consumers.
			This request is relevant to WestJet's defense that the caps they imposed were permissible and reasonable.

			Providing details of WestJet's own internal process is not onerous.
76.	193	Advise whether there are any templates that are used by the guest support employees that explains to the passengers how they arrived at the reasonable amounts for meals and hotels	This request is relevant to WestJet's defense that the caps they imposed were permissible and reasonable.
			Providing details of WestJet's own internal process is not onerous.
77.	193	Provide any emails that were sent from expensedelays@westjet.com using templates explaining the reasonable amounts for meals and hotels for the months of September 2024, October 2024 and December 2024	This request is relevant to WestJet processing of reimbursement requests for the affected consumers.
			This is also relevant to the restoration of monies that the Plaintiff is seeking on behalf of affected consumers.
			The emails appear to be sent out using automated systems and WestJet is able to retrieve them.
78.	195	Advise when the "Policy Irregular Operations (IROP)" document came into effect, if it is still in effect, and if it is not in effect, then when did it cease to be in effect	This request is relevant to WestJet processing of reimbursement requests for the affected consumers.
			This request is relevant to WestJet's defense that the caps

			they imposed were permissible and reasonable. Providing details of WestJet's own internal process is not onerous.
79.	195	Advise which WestJet team and who within the team was involved in drafting the "Policy Irregular Operations (IROP)" document	This request is relevant to how WestJet processes reimbursement requests and who bears responsibility. Providing details of WestJet's own internal process is not onerous.
80.	196	Provide all versions of the IROP Standards of Treatment decision tree from August 3, 2022, to the present	This request is relevant to WestJet processing of reimbursement requests for the affected consumers. This request is relevant to how WestJet processes reimbursement requests and who bears responsibility. Providing details of WestJet's own internal process is not onerous.
81.	197	Provide the date on which the matrix at page 20 of the IROP document came into force or started being used by WestJet	This request is relevant to WestJet processing of reimbursement requests for the affected consumers.

			Providing details of WestJet's own internal process is not onerous.
82.	200	Advise what "CODI request" is	This request is relevant to WestJet processing of reimbursement requests for the affected consumers.
			Providing details of WestJet's own internal process is not onerous.
83.	202	Advise whether there are any written documents on determining current market value for the day and if so, provide those documents, for the period August 3, 2022, until the present	This request is relevant to WestJet's defense that the caps they imposed were permissible and reasonable.
			This request is relevant to WestJet processing of reimbursement requests for the affected consumers.
			Providing details of WestJet's own internal process is not onerous.
84.	203	Advise what template "limited hotel authorizations" is referring to	This request is relevant to WestJet processing of reimbursement requests for the affected consumers.
			Providing details of WestJet's own internal process is not onerous.

85.	206	Provide a printout of all the guest pay and claim instances that were activated between August 3, 2022, to the present, including the current market value information (***TAKEN UNDER ADVISEMENT***)	This request is relevant to Westjet processing of reimbursement requests for the affected consumers. This is also relevant to the restoration of monies that the Plaintiff is seeking on behalf of affected consumers.
86.	207	Provide the guest pay limit increase authorization form	This request is relevant to Westjet processing of reimbursement requests for the affected consumers. Providing details of Westjet's own internal process is not onerous.
87.	208	Provide the versioning history of the IROP Hotels (KM1019894) article from August 3, 2022, to the present	This request is relevant to Westjet processing of reimbursement requests for the affected consumers. Providing details of Westjet's own internal process is not onerous.
88.	209	Provide the versioning history for Westjet documents 1.33 and 1.34 from August 3, 2022, to the present	This request is relevant to Westjet processing of reimbursement requests for the affected consumers.