



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

APPLICATION RESPONSE

Application response of: WestJet Airlines Ltd. ("WestJet")

THIS IS A RESPONSE TO the Notice of Application of the Plaintiff filed July 21, 2025.

WestJet takes the position that the Application will take one day.

Part 1: ORDERS CONSENTED TO

1. WestJet consents to the relief sought in none of the paragraphs of Part 1 of the Notice of Application.

Part 2: ORDERS OPPOSED

2. WestJet opposes the relief sought in all of the paragraphs of Part 1 of the Notice of Application.

Part 3: ORDERS ON WHICH NO POSITION IS TAKEN

3. WestJet takes no position on the granting of the orders set out in none of the paragraphs of Part 1 of the Notice of Application.

Part 4: FACTUAL BASIS

1. The Plaintiff is the Applicant in this action and is a federally registered non-profit organization.
2. WestJet is the Defendant in the underlying action and application respondent on this Application.
3. This Action is being brought solely pursuant to section 172 of the *Business Practices and Consumer Protection Act* ("BPCPA").

4. The primary subject of the within Action is the language contained on a Claims Reimbursement webpage (the "Reimbursement Page") on WestJet's website as it read at the time of the filing of the Action. The Applicant alleges that certain language on the Reimbursement Page constituted a deceptive act or practice pursuant to section 5 of the *BPCPA* or an unconscionable act or practice pursuant to section 9 of the *BPCPA*.
5. As noted in the Notice of Claim, the allegedly offending language is contained in general guidelines set out in the Reimbursement Page. The guidelines stated that in certain flight delay or cancellation situations where WestJet is unable to secure a hotel room for a passenger (or the passenger refuses to accept the hotel that WestJet has secured) and the passenger books their own hotel, WestJet would reimburse passengers for out-of-pocket hotel expenses up to \$150 CAD for Canadian destinations or \$200 CAD for outside of Canada. The Applicant has referred to this as a "Hotel Cap".
6. The guidelines also stated that in certain flight delay situations and if transportation was not available by WestJet, WestJet would reimburse the cost incurred for transportation between the airport and the hotel.
7. The guidelines also stated that in certain flight delay situations and in the unlikely event that meal vouchers are not available, WestJet would reimburse meal expenses up to a maximum of \$45 CAD per day per guest. The Applicant has referred to this as a "Meal Cap".
8. The guidelines also stated that in certain flight delay or cancellation situations, WestJet would not reimburse cellular roaming charges, missed entertainment/sporting/ excursion events, lost wages or missed connections to non-partner airlines or cruises.
9. The Applicant also alleges that the Hotel Cap was contrary to section 14(2) of the APPR and Article 19 of the Montreal Convention (which is an international treaty that governs carriers' liability to passengers for flight delay if the passenger is travelling on an international itinerary).
10. The Applicant also alleges that the Meal Cap was contrary to section 14(1)(a) of the APPR and Article 19 of the Montreal Convention.
11. The Applicant also alleges that the language regarding cellular roaming charges was contrary to section 14(1)(b) of the APPR and Article 19 of the Montreal Convention.
12. The Applicant also alleges that the language regarding missed entertainment/sporting/ excursion events, lost wages or missed connections to non-partner airlines or cruises was contrary to Article 19 of the Montreal Convention.
13. The Applicant alleges that WestJet applies the Guidelines in practice when passengers submit a request for reimbursement.
14. The Applicant alleges that WestJet's publication or dissemination of the Guidelines is a representation that has the capability, tendency, or effect of deceiving passengers

about their legal entitlements to reimbursement and is a deceptive act or practice under the *BPCPA*.

15. The Applicant further alleges that WestJet's application of the Guidelines to limit reimbursement is an unconscionable act or practice under the *BPCPA*.
16. After confirming the availability of Ms. Heidi Mackenzie as WestJet's corporate representative on April 2 or 3, 2025, counsel for WestJet asked Plaintiff's counsel to confirm whether Gabor Lukacs, Director of the Plaintiff, was available for an Examination for Discovery on those dates. Plaintiff's counsel responded that he and Mr. Lukacs did not have mutually available dates for an Examination for Discovery in April or May and proposed either a Zoom discovery between June 16-19 or 23-27, 2025, or an in-person discovery after September 23, 2025.
17. An Examination for Discovery of Heidi Mackenzie as WestJet's corporate representative was conducted on April 2, 2025.
18. A five-day trial is scheduled to proceed on January 20, 2026.
19. WestJet has filed a Notice of Application seeking an order pursuant to Rule 9-5 striking paragraphs 4, 41 to 47 of Part 1, paragraphs 1d. and f. of Part 2, and paragraphs 10, 11, 14, 15, 17 and 18 of Part 3 of the Amended Notice of Civil Claim.

Part 5: LEGAL BASIS

20. WestJet relies on Rules 1-3, 7-1(11), 8-1, and 14-1 of the *Supreme Court Civil Rules*.
21. At Schedule "A" to this Application Response, WestJet includes a chart with its position on the objections to questions asked at Ms. Mackenzie's Examination for Discovery. WestJet maintains the objections made to the questions asked on the Examination for Discovery for the reasons set out in Schedule "A".
22. At Schedule "B" to this Application Response, WestJet includes a chart with its position on the requests made at Ms. Mackenzie's Examination for Discovery.
23. WestJet agrees to provide responses to Requests #2, 8, 9, 12, 13, 14, 18, 19, 20, 24, 26, 27, 28, 30, 31, 33, 34, 39, 41, 43, 45, 47, 50, 51, 53, 56, 60, 61, 63, 65, 67, 68, 69, 72, 74, 75, 76, 78, 79, 81, 82, and 84, to the extent that the information sought is not covered by solicitor-client or litigation privilege. WestJet maintains that at least 30 days is required to provide the information and documentation requested.
 - i. **Plaintiff has failed to comply with Rule 7-1(11) in seeking production of additional documents**
24. Requests #1, 3, 15, 35, 36, 38, 42, 44, 46, 48, 52, 54, 55, 57, 58, 59, 71, 77, 80, 81, 85, 86, 87, and 88 are requests for production of documents. Some of these requests (for example, Request #52) would require production of thousands, if not hundreds of thousands of documents containing the personal information of individuals that are not parties to this litigation.

25. Despite the fact that the Plaintiff is requesting production of documents, it relies only on Rule 7-2(18) of the *Supreme Court Civil Rules* in its Notice of Application. It appears to have conflated the Rules governing document disclosure (Rule 7-1) and Examinations for Discovery (Rule 7-2), as discussed in *Revolution Infrastructure Inc. v Pacific Substrate Ltd.*, 2021 BCSC 888 [Revolution]:

[28] Although the various requests at issue on these two applications are requests for documents, many of them were initially made in the course of examinations for discovery. It seems to me that counsel often conflate the Rules governing document disclosure (R. 7-1) and examinations for discovery (R. 7-2). As such, I wish to clarify the scope and application of these Rules.

...

[32] A demand for additional documents under Rule 7-1(11) must be made in writing, identify the additional documents or classes of documents with “reasonable specificity”, and provide a reason why the additional documents should be disclosed.

...

[37] In *LaPrairie Crane (Alberta) Ltd. v. Triton Projects Inc.*, 2012 BCSC 1594 [LaPrairie], the defendant sought additional information from the opposing parties following examinations for discovery. The information sought included documents as well as answers to questions arguably left outstanding at the examinations. While the application was described as being mostly within Rule 7-2, Master Bouck found that the application largely fell under Rule 7-1(11) as the LaPrairie parties were being asked to produce more documents:

28 In my view, the relief sought by Triton on this application largely falls under Rule 7-1(11). No reference is made to this Rule in the notice of application. Rather, the legal basis for the application is described as being mostly within Rule 7-2, the procedure which governs examinations for discovery.

29 It is acknowledged that much of the information sought arises from questions asked and requests made at examinations for discovery. In reality, however, the LaPrairie parties are being asked to produce more documents.

...

[36] Finally, it is acknowledged that under the SCCR, the duty to answer questions at an examination is broader than the duty to produce documents: *More Marine Ltd. v. Shearwater Marine Ltd.*, supra, at para. 7. However, a party does not get around

the application of *Kaladjian v. Jose* principles by asking for the documents at these examinations: *Maxam Opportunities Fund (International) Ltd. Partnership v. 893353 Alberta Inc.*, 2012 BCSC 553.

...

[41] It is apparent from the Rules and the authorities cited above that any demand for documents should comply with Rule 7-1. Although Rule 7-2 contemplates that a party being examined may have to review documents to properly inform themselves, it does not contemplate production of documents (besides in limited circumstances under sub-rule (16), which I have already explained does not apply to the present applications).

[42] If, on an examination for discovery, counsel discovers additional documents or classes of documents they believe are relevant to the action, best practice is to follow up with a formal written demand that relies on and complies with Rule 7-1(10) or (11). As Master Bouck stated in *LaPrairie*, a party should not be permitted to get around the document disclosure principles by requesting the documents at an examination for discovery.

26. Simply reiterating requests made at Examination for Discovery does not constitute a proper written demand for production of additional documents pursuant to Rule 7-1(11) (*Revolution, supra* at para 47-48).
27. It is clear that none of the Plaintiff's correspondence contained in the Affidavit #3 of Brittany Dieno complies with Rule 7-1(11) of the *Supreme Court Civil Rules*. The initial letter dated April 17, 2025, simply attached the list of requests from Ms. McKenzie's Examination for Discovery with no reference to Rule 7-1(11), or the timeline for response provided in the Rule, and failed to provide a reason why the additional documents should be disclosed. Pursuant to Rule 7-1(12) a party who receives a proper written demand has 35 days after receipt to either comply with the demand or object. As no proper demand pursuant to Rule 7-1(11) has been provided, the 35-day timeline for disclosure or response has not begun and this application is premature. The Plaintiff's Notice of Application containing its position on the relevance of requested documents was only served on July 22, 2025, returnable August 6, 2025, meaning that WestJet did not get the 35 days provided for in the Rules and has been prejudiced as a result.
28. While 7-1(14) gives the court discretion to order document disclosure despite non-compliance with subrule (10) or (11), this discretion should be exercised cautiously and reluctantly (*Mann v. Jagpal*, 2020 BCSC 1919 at paras. 40–41; *Lit v. Hare*, 2012 BCSC 1918 at paras. 65–67). The requirement for a prior written demand in Rules 7-1(10) and (11) is not optional. The Applicant has brought no application under Rule 7-1(14) for such relief.

29. The requirement for a prior written demand in Rules 7-1(10) and (11) is not optional and failure to comply will not be readily forgiven (*Mann, supra* at para 41).
30. In an analogous case where the only document requests were those reiterating the requests from an examination for discovery, the application was dismissed, with the court stating that requests for documents made in the context of examinations for discovery are not to be regarded as sufficient substitutes for compliance with the Rules (*Hill v Dhanda*, 2024 BCSC 2145, at para 13, citing *Lit, supra*).
31. This is not a case where the Court's discretion should be exercised where the Plaintiff is seeking production of hundreds of thousands of documents, including documents containing personal information of individuals that are not parties to the action.

ii. Responses to requests for information and documents relevant to the restoration order sought should not be ordered

32. WestJet has filed a Notice of Application pursuant to Rule 9-5 seeking an Order striking paragraphs 4, 41 to 47 of Part 1, paragraphs 1d. and f. of Part 2, and paragraphs 10, 11, 14, 15, 17 and 18 of Part 3 of the Amended Notice of Civil Claim. If the Order sought is granted, WestJet maintains that this will be dispositive of Requests #3, 4, 6, 10, 11, 21, 22, 23, 25, 32, 37, 38, 40, 42, 44, 46, 49, 52, 54, 55, 77, 85 as they are not relevant to the issues in the proceeding which will remain following the striking of these paragraphs.
33. WestJet repeats and relies on the arguments made in its Notice of Application filed July 24, 2025.
34. With respect to Requests #3, 4, 6, 10, 11, 21, 22, 23, 25, 32, 37, 38, 40, 42, 44, 46, 49, 52, 54, 55, 77, 85, WestJet maintains that these requests solely go to establishing a claim for liquidated damages or a restoration order on behalf of individuals who are not plaintiffs and for whom the Plaintiff has no standing to represent. The relief sought in the Notice of Application filed by WestJet on July 24, 2025, would be dispositive of these requests. As such, WestJet opposes the Order for production of the information or documents requested.
35. However, even if the Plaintiff had such standing or the Court had such jurisdiction, it is improper to seek disclosure of information or documentation relating to damages or return of monies at this stage.
36. Section 172 of the *BPCPA* provides for a two-step process, as explained by the Supreme Court of Canada in *Seidel, supra*:

[35] The internal structure of s. 172 also shows that the B.C. legislature was well aware that, in the consumer context, declarations and injunctions are the most efficient remedies in terms of protection of the interest of the broader public of consumers and deterrence of wrongful supplier conduct. Damages are often a less important form of relief

considering the small amounts of money at stake. **Thus, in s. 172, an order to “restore” money or property is framed as secondary relief that is contingent on the plaintiff first obtaining a declaration or injunction** that, unlike an arbitral award, would be broadcast to the marketplace generally with full supporting reasons....

37. The relief sought in the Plaintiff's own Amended Notice of Civil Claim specifically contemplates this process by referring to the appointment of an associate judge, registrar, or special referee to inquire, assess, or account for monies as set out in paragraph 1d. of Part 2. It is only once the Court makes a declaration or Orders an injunction that the requested documents may become producible. This application is premature.
- iii. **Requests for all emails to passengers which include personal information is disproportionate and inappropriate**
38. With respect to Requests #22, 42, 44, 45, 46, 52, 54, 55, 77, WestJet takes the position that the Plaintiff is seeking production of hundreds of thousands of documents containing the personal information of WestJet's passengers. This is inappropriate and disproportionate to the issues to be determined at the trial of this matter scheduled for a five-day trial in January 2026.
39. In the event that the Court orders production of any documents containing “personal information” of WestJet passengers, WestJet takes the position that it should be permitted to redact the information of these passengers, including their names, contact information, credit card information, or any other sensitive personal information.
- iv. **Requests do not relate to any matter in issue in the action**
40. With respect to Requests #1, 7, and 15, WestJet maintains that the information and documentation requested does not relate to any matter in question in the action and constitutes a fishing expedition.
- v. **Requests seeking an opinion from the deponent are improper**
41. With respect to Objection #3, 4, 5, 6, 7, 8, and 9, and Request #17, WestJet maintains that the information requested is improper. What is “meant” by WestJet is not relevant for the purposes of determining whether wording that appears on a website is deceptive. Furthermore, a witness may not be asked to go away and inform himself about the corporation's opinion, because that might require that a number of its employees sit down together and reach a policy decision about which of their varying opinions should be adopted by the corporation. (*Geac Canada Ltd. v. Prologic Computer Corp.* (1989), [1989 CanLII 2698 \(BC SC\)](#), 35 B.C.L.R. (2d) 136 (S.C.) at para 7, *Bilfinger Berger (Canada) Inc. v. Greater Vancouver Water District*, 2013 BCSC 1892, at para 39, *Quintette Coal Ltd. v. Bow Valley Resource Services Ltd. et al.* (1988), [1988 CanLII 2912 \(BC SC\)](#), 29 B.C.L.R. 109 at para 88, citing

Westcoast Transmission Co. v. Can. Phoenix Steel & Pipe Ltd., 1970 CanLII 764 (BC CA), [1971] 1 W.W.R. 241, 15 D.L.R. (3d) 487 (B.C.C.A.).

vi. Requests are otherwise improper

42. With respect to Requests #29 and 66 WestJet maintains that the *BPCPA* cannot apply to claims advanced under the Montreal Convention and opposes the Order sought. There is no obligation for a carrier to provide advance payments under the Montreal Convention or negotiate claims in advance of litigation with respect to claims under the Montreal Convention.

Spencer v Transat A.T. Inc., 2022 BCSC 145, at para 108, *Shabotinsky v. Deutsche Lufthansa AG*, 245 F.Supp.3d 1018, *Pumputiena v. Deutsche Lufthansa AG*, 2017 WL 66823

43. With respect to Requests #35, 36, 64, 70, 71, 73, and 83, the request is either unclear or too broad in scope.
44. With respect to Requests #57, 58, and 62, WestJet takes the position that the information and documents requested do not go to any material in question in the action and constitutes a fishing expedition.

vi. Privilege

45. With respect to Request #16, WestJet takes the position that the information sought is protected by solicitor-client and litigation privilege.

Part 6: MATERIAL TO BE RELIED ON

1. Affidavit #3 of Brittany Dieno made on July 17, 2025;
2. Affidavit #1 of Laine Kern made on July 29, 2025
3. Notice of Application filed July 24, 2025, and
4. The pleadings filed herein.

Dated: July 29, 2025



Signature of Michael Dery
lawyer for Application Respondent, WestJet Airlines
Ltd.

Schedule "A"

OBJECTION NO	PAGE NO	QUESTION	RESPONSE/BASIS
1. 1.	62	147 Let me put it this way, Ms. Mackenzie. 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? No, no, no, counsel. I was very clear. Is it WestJet's policy to reimburse for those items that I listed. I'm talking about is it WestJet's policy. Not talking about is it every single case. I'm asking is it WestJet's policy to reimburse for those expenses after August 16, 2024? Counsel, that's not the wording I used. If you have a specific objection you can raise it, but I'm asking specifically WestJet's policy after August 16, 2024, is to reimburse for those expenses, yes or no. Again I'm referring to the policy itself.	The question is too broad to be reasonable in the circumstances. (<i>Procon Mining & Tunneling Ltd. v McNeil</i>, 2009 BCSC 1401 at para 60).

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2.	63	148 Ms. Mackenzie, to your knowledge is WestJet reimbursing for those items after August 16, 2024?	The question is too broad to be reasonable in the circumstances. (<i>Procon Mining & Tunnelling Ltd. v McNeil</i> , 2009 BCSC 1401 at para 60)
3.	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?	This is an improper question of a corporate representative on Examination for Discovery. A witness may not be asked to go away and inform himself about the corporation's opinion, because that might require that a number of its employees sit down together and reach a policy decision about which of their varying opinions should be adopted by the corporation. (<i>Geac Canada Ltd. v. Prologis Computer Corp.</i> (1989), 1989 CanLI 2698 (BC SC) , 35 B.C.L.R. (2d) 136 (S.C.) at para 7, <i>Bilfinger Berger (Canada) Inc. v. Greater Vancouver Water District</i> , 2013 BCSC 1892, at para 39, <i>Quintette Coal Ltd. v. Bow Valley Resource Services Ltd. et al.</i> (1988), 1988 CanLI 2912 (BC SC) , 29 B.C.L.R. 109 at para 88, citing <i>Westcoast Transmission Co. v. Can. Phoenix Steel & Pipe Ltd.</i> , 1970 CanLI 764 (BC CA), [1971] 1 W.W.R. 241, 15 D.L.R. (3d) 487 (B.C.C.A.)).
4.	97	270 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?	This is an improper question of a corporate representative on Examination for Discovery. A witness may not be asked to go away and inform himself about the corporation's opinion, because that might require that a number of its employees sit down together and reach a policy decision about which of their varying opinions should

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			be adopted by the corporation. (<i>Geac Canada Ltd. v. Prologic Computer Corp.</i> (1989), 1989 CanLII 2698 (BC SC) , 35 B.C.L.R. (2d) 136 (S.C.) at para 7, <i>Bilfinger Berger (Canada) Inc. v. Greater Vancouver Water District</i> , 2013 BCSC 1892, at para 39, <i>Quintette Coal Ltd. v. Bow Valley Resource Services Ltd. et al.</i> (1988), 1988 CanLII 2912 (BC SC) , 29 B.C.L.R. 109 at para 88, citing <i>Westcoast Transmission Co. v. Can. Phoenix Steel & Pipe Ltd.</i> , 1970 CanLII 764 (BC CA), [1971] 1 W.W.R. 241, 15 D.L.R. (3d) 487 (B.C.C.A.).
5.	98	271 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?	This is an improper question of a corporate representative on Examination for Discovery. A witness may not be asked to go away and inform himself about the corporation's opinion, because that might require that a number of its employees sit down together and reach a policy decision about which of their varying opinions should be adopted by the corporation. (<i>Geac Canada Ltd. v. Prologic Computer Corp.</i> (1989), 1989 CanLII 2698 (BC SC) , 35 B.C.L.R. (2d) 136 (S.C.) at para 7, <i>Bilfinger Berger (Canada) Inc. v. Greater Vancouver Water District</i> , 2013 BCSC 1892, at para 39, <i>Quintette Coal Ltd. v. Bow Valley Resource Services Ltd. et al.</i> (1988), 1988 CanLII 2912 (BC SC) , 29 B.C.L.R. 109 at para 88, citing <i>Westcoast Transmission Co. v. Can. Phoenix Steel & Pipe Ltd.</i> , 1970 CanLII 764 (BC CA), [1971] 1 W.W.R. 241, 15 D.L.R. (3d) 487 (B.C.C.A.).
6. 6.	100	273 So what is WestJet's position on, quote/unquote, essential out-of-pocket expenses? What does that mean? No, we're asking what WestJet means when they convey this to passengers.	This is an improper question of a corporate representative on Examination for Discovery. A witness may not be asked to go away and inform himself about the corporation's opinion, because that might require that a number of its employees sit down together and reach a policy decision about which of their varying opinions should

Schedule “A”

		274 What do you mean by “essential out-of-pocket expenses”? What does guest support team mean? No, counsel. You’re rewording my question. 275 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?	be adopted by the corporation. (<i>Geac Canada Ltd. v. Prologic Computer Corp.</i> (1989), 1989 CanLII 2698 (BC SC), 35 B.C.L.R. (2d) 136 (S.C.) at para 7, <i>Bilfinger Berger (Canada) Inc. v. Greater Vancouver Water District</i>, 2013 BCSC 1892, at para 39, <i>Quintette Coal Ltd. v. Bow Valley Resource Services Ltd. et al.</i> (1988), 1988 CanLII 2912 (BC SC), 29 B.C.L.R. 109 at para 88, citing <i>Westcoast Transmission Co. v. Can. Phoenix Steel & Pipe Ltd.</i>, 1970 CanLII 764 (BC CA), [1971] 1 W.W.R. 241, 15 D.L.R. (3d) 487 (B.C.C.A.).
7.	106	302 Ms. Mackenzie, in your experience as director of contact centre can you tell us what this means, “any additional expense would be their own”?	This is an improper question of a corporate representative on Examination for Discovery. A witness may not be asked to go away and inform himself about the corporation’s opinion, because that might require that a number of its employees sit down together and reach a policy decision about which of their varying opinions should be adopted by the corporation. (<i>Geac Canada Ltd. v. Prologic Computer Corp.</i> (1989), 1989 CanLII 2698 (BC SC), 35 B.C.L.R. (2d) 136 (S.C.) at para 7, <i>Bilfinger Berger (Canada) Inc. v. Greater Vancouver Water District</i>, 2013 BCSC 1892, at para 39, <i>Quintette Coal Ltd. v. Bow Valley Resource Services Ltd. et al.</i> (1988), 1988 CanLII 2912 (BC SC), 29 B.C.L.R. 109 at para 88, citing <i>Westcoast Transmission Co. v. Can. Phoenix Steel & Pipe Ltd.</i>, 1970 CanLII 764 (BC CA), [1971] 1 W.W.R. 241, 15 D.L.R. (3d) 487 (B.C.C.A.).

Schedule “A”

8.	115	325 Paragraph 9 Mr. Todd Peterson said: "In the vast majority of cases where guests experience a delay or cancellation within WestJet's control, WestJet provides guest 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? A Yes 326 Would you agree with that statement?	This is an improper question of a corporate representative on Examination for Discovery. A witness may not be asked to go away and inform himself about the corporation's opinion, because that might require that a number of its employees sit down together and reach a policy decision about which of their varying opinions should be adopted by the corporation. (<i>Geac Canada Ltd. v. Prologis Computer Corp.</i> (1989), 1989 CanLII 2698 (BC SC), 35 B.C.L.R. (2d) 136 (S.C.) at para 7, <i>Bilfinger Berger (Canada) Inc. v. Greater Vancouver Water District</i>, 2013 BCSC 1892, at para 39, <i>Quintette Coal Ltd. v. Bow Valley Resource Services Ltd. et al.</i> (1988), 1988 CanLII 2912 (BC SC), 29 B.C.L.R. 109 at para 88, citing <i>Westcoast Transmission Co. v. Can. Phoenix Steel & Pipe Ltd.</i>, 1970 CanLII 764 (BC CA), [1971] 1 W.W.R. 241, 15 D.L.R. (3d) 487 (B.C.C.A.).
9.	165	479 Next question we have is here it says "uncontrollable." What does WestJet mean by "uncontrollable" and can you elaborate a little bit for us?	This is an improper question of a corporate representative on Examination for Discovery. A witness may not be asked to go away and inform himself about the corporation's opinion, because that might require that a number of its employees sit down together and reach a policy decision about which of their varying opinions should be adopted by the corporation. (<i>Geac Canada Ltd. v. Prologis Computer Corp.</i> (1989), 1989 CanLII 2698 (BC SC), 35 B.C.L.R. (2d) 136 (S.C.) at para 7, <i>Bilfinger Berger (Canada) Inc. v. Greater Vancouver Water District</i>, 2013 BCSC 1892, at para 39, <i>Quintette Coal Ltd. v. Bow Valley Resource Services Ltd. et al.</i> (1988), 1988 CanLII 2912 (BC SC), 29 B.C.L.R. 109 at para 88, citing <i>Westcoast Transmission Co. v. Can. Phoenix Steel & Pipe Ltd.</i>, 1970 CanLII 764 (BC CA), [1971] 1 W.W.R. 241, 15 D.L.R. (3d) 487 (B.C.C.A.).

Schedule "A"

10.	180-181	527 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? 528 Well, earlier you asked us to put the policy documents before Ms. Mackenzie and ask 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? 529 Ms. Mackenzie, you're refusing to answer the question; 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?	The question is too broad to be reasonable in the circumstances. (<i>Procon Mining & Tunnelling Ltd. v McNeil</i>, 2009 BCSC 1401 at para 60)

Schedule “A”

		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?	This is an improper question of a corporate representative on Examination for Discovery. A witness may not be asked to go away and inform himself about the corporation's opinion, because that might require that a number of its employees sit down together and reach a policy decision about which of their varying opinions should be adopted by the corporation. (<i>Geac Canada Ltd. v. Prologis Computer Corp.</i> (1989), 1989 CanLII 2698 (BC SC) , 35 B.C.L.R. (2d) 136 (S.C.) at para 7, <i>Bilfinger Berger (Canada) Inc. v. Greater Vancouver Water District</i> , 2013 BCSC 1892, at para 39, <i>Quintette Coal Ltd. v. Bow Valley Resource Services Ltd. et al.</i> (1988), 1988 CanLII 2912 (BC SC) , 29 B.C.L.R. 109 at para 88, citing <i>Westcoast Transmission Co. v. Can. Phoenix Steel & Pipe Ltd.</i> , 1970 CanLII 764 (BC CA), [1971] 1 W.W.R. 241, 15 D.L.R. (3d) 487 (B.C.C.A.). The document speaks for itself (<i>Quintette Coal Ltd. v. Bow Valley Resource Services Ltd. et al.</i> (1988), 1988 CanLII 2912 (BC SC) , 29 B.C.L.R. 109 at para 95, <i>Blough v Busy Music Inc.</i> , 2018 ABOB 560 , at para 30).
11.	182		

Schedule “B”

REQUEST NO	PAGE NO	REQUEST	RESPONSE/BASIS
1.	26	Provide the WestJet organizational chart which includes the contact centre	WestJet objects to production of the requested documentation. The Plaintiff has failed to make a written request for additional documents that complies with Rule 7-1(11) (<i>Revolution Infrastructure Inc. v. Pacific Substrate Ltd.</i> , 2021 BCSC 888, at paras. 27, 32, and 37, <i>LaPrairie Crane (Alberta) Ltd. v. Triton Projects Inc.</i> , 2012 BCSC 1594 at para 36, <i>Hill v Dhanda</i> , 2024 BCSC 2145, at para 13). WestJet’s internal structure has no relation to the communication of guidelines or how the contact centre communicates with passengers. The document requested does not relate to a matter in question in the action (<i>Credential Securities Inc. v. Qtrade Canada Inc.</i> , 2012 BCSC 1902, at para 53.
2.	29	Advise what options were under the drop-down menu “compensation type” on WestJet’s “Submit Expenses” webpage on August 10, 2024	WestJet will provide the requested information within 30 days of any Ordered rendered by the Court.
3.	30	Provide the percentage of people that choose each option under the drop-down menu “compensation type” on WestJet’s “Submit Expenses” webpage from August 3, 2022, to the present	WestJet objects to providing the requested information. The Plaintiff has failed to make a written request for additional documents that

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			complies with Rule 7-1(11) (<i>Revolution Infrastructure Inc. v. Pacific Substrate Ltd.</i>, 2021 BCSC 888, at paras. 27, 32, and 37, <i>LaPrairie Crane (Alberta) Ltd. v. Triton Projects Inc.</i>, 2012 BCSC 1594 at para 36, <i>Hill v Dhanda</i>, 2024 BCSC 2145, at para 13). The requested documentation is not relevant to the matters at issue in the litigation. The requested percentage/calculation is not relevant to whether the guidelines themselves are deceptive/unconscionable or not. The Plaintiff is required to provide some evidence of the existence and potential relevance of those additional documents and has failed to do so (<i>Jang v Jang</i>, 2019 BCSC 1325, at paras 18). Furthermore the court does not order document creation (<i>Watananiuk v Government of Canada</i>, 2017 BCSC 2052, at para 27).
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	WestJet objects to providing the requested information. This is not relevant to the matters at issue in the litigation. The technical form of how requests arrive at WestJet is not relevant to a question in issues in this proceeding.

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			This request is in the nature of a fishing expedition (<i>Kaladian v. Jose</i> , 2012 BCSC 357, at para 64).
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	Westjet objects to providing the requested information. The information sought in this request is not relevant to the issues in this proceeding and the request itself is vague. This request is in the nature of a fishing expedition (<i>Kaladian v. Jose</i> , 2012 BCSC 357, at para 64).
6.	38	Advise as to how long the Sprinklr system retains web form submissions	Westjet objects to providing the requested information. This is not relevant to the matters at issue in the litigation. The Plaintiff does not have standing to bring claims for damages or a restoration order on behalf of non-parties (<i>Seidel v. TELUS Communications Inc.</i> , 2011 SCC 15, at para 49, <i>Knight v. Imperial Tobacco Canada Limited</i> , 2006 BCCA 235, at para 10, <i>Bosworth v. Jurock</i> , 2013 BCCA 4, at para 4, <i>Jellema v. American Bullion Minerals Ltd.</i> , 2010 BCCA 495, at para 16).
7.	40	Advise how reimbursement requests were assigned between August 3, 2022, and August 10, 2024, and from August 10, 2024, to the present	Westjet objects to providing the requested information.

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			This is not relevant to the matters at issue in the litigation. How claims are assigned to staff is not relevant to how guidelines are viewed or used in decision making or communicated to guests. This request is in the nature of a fishing expedition (<i>Kaladjian v. Jose</i>, 2012 BCSC 357, at para 64). The document requested does not relate to a matter in question in the action (<i>Credential Securities Inc. v. Qtrade Canada Inc.</i>, 2012 BCSC 1902, at para 53
8.	44	Provide the full name of Gaby and advise whether they are still at WestJet	WestJet will provide the requested information within 30 days of any Ordered rendered by the Court.
9.	45	Provide the full name of Angii and advise whether they are still at WestJet	WestJet will provide the requested information within 30 days of any Ordered rendered by the Court.
10.	52	Advise whether the amounts to reimburse from August 3, 2022, to the present are recorded in Sprinklr; if not, provide the name of the system in which they are recorded	WestJet objects to providing the requested information. This is not relevant to the matters at issue in the litigation. The Plaintiff does not have standing to bring claims for damages or a restoration order on behalf of non-parties (<i>Seidel v. TELUS Communications Inc.</i>, 2011 SCC 15, at

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			para 49, <i>Knight v. Imperial Tobacco Canada Limited</i> , 2006 BCCA 235, at para 10, <i>Bosworth v. Jurock</i> , 2013 BCCA 4, at para 4, <i>Jellema v. American Bullion Minerals Ltd.</i> , 2010 BCCA 495, at para 16).
	54	Advise whether the expense reimbursement amounts are recorded in the passenger's passenger name record (PNR), Sprinklr or any other system during the period August 3, 2022, to the present	WestJet objects to providing the requested information. This is not relevant to the matters at issue in the litigation. The Plaintiff does not have standing to bring claims for damages or a restoration order on behalf of non-parties (<i>Seidel v. TELUS Communications Inc.</i> , 2011 SCC 15, at para 49, <i>Knight v. Imperial Tobacco Canada Limited</i> , 2006 BCCA 235, at para 10, <i>Bosworth v. Jurock</i> , 2013 BCCA 4, at para 4, <i>Jellema v. American Bullion Minerals Ltd.</i> , 2010 BCCA 495, at para 16).
11.			
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	WestJet will provide the requested information within 30 days of any Ordered rendered by the Court.
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	WestJet will provide the requested information within 30 days of any Ordered rendered by the Court.
14.	57	Advise whether the template that is WestJet's document 1.6 is still being used within the guest support team	WestJet will provide the requested information within 30 days of any Ordered rendered by the Court.

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	60	Provide a screenshot of the search feature for Sprinklr, including any advanced search features	WestJet objects to providing the requested information. The Plaintiff has failed to make a written request for additional documents that complies with Rule 7-1(11) (<i>Revolution Infrastructure Inc. v. Pacific Substrate Ltd.</i> , 2021 BCSC 888, at paras. 27, 32, and 37, <i>LaPrairie Crane (Alberta) Ltd. v. Triton Projects Inc.</i> , 2012 BCSC 1594 at para 36, <i>Hill v Dhanda</i> , 2024 BCSC 2145, at para 13).
15.			This is not relevant to the matters at issue in the litigation. The technical features of the computer system employees use to view requests is not relevant to the guidelines and how they are communicated on the website or through the claims reimbursement process. The court does not order document creation (<i>Matamaniuk v Government of Canada</i> , 2017 BCSC 2052, at para 27).
16.	64	Provide the names of those that reviewed and approved the updated webpage (WestJet document 1.2)	WestJet objects to responding to this request. The information sought is protected by solicitor-client and litigation privilege.
17.	65	Advise what WestJet means by "access to means of communication"	WestJet objects to responding to this request.

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			A witness may not be asked to go away and inform himself about the corporation's opinion, because that might require that a number of its employees sit down together and reach a policy decision about which of their varying opinions should be adopted by the corporation. (<i>Geac Canada Ltd. v. Prologic Computer Corp.</i> (1989), 1989 CanLI 2698 (BC SC) , 35 B.C.L.R. (2d) 136 (S.C.) at para 7, <i>Bilfinger Berger (Canada) Inc. v. Greater Vancouver Water District</i> , 2013 BCSC 1892, at para 39, <i>Quintette Coal Ltd. v. Bow Valley Resource Services Ltd. et al.</i> (1988), 1988 CanLI 2912 (BC SC) , 29 B.C.L.R. 109 at para 88, citing <i>Westcoast Transmission Co. v. Can. Phoenix Steel & Pipe Ltd.</i> , 1970 CanLI 764 (BC CA), [1971] 1 W.W.R. 241, 15 D.L.R. (3d) 487 (B.C.C.A.)).
18.	66	Advise whether or not WestJet is able to ascertain if a meal voucher has been redeemed or used	WestJet will provide the requested information within 30 days of any Ordered rendered by the Court.
19.	73	Provide the date that the flight hotel availability template was first used (WestJet document 1.30)	WestJet will provide the requested information within 30 days of any Ordered rendered by the Court.
20.	74	Provide details of what has been updated on the template and also when it was updated (WestJet document 1.30)	WestJet will provide the requested information within 30 days of any Ordered rendered by the Court.

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21.	78	Advise what system was used to send out the email template from August 3, 2022, to the present (WestJet document 1.30)	WestJet objects to providing the requested information. The system used for sending out email templates is not relevant to the matters at issue in the litigation (<i>Credential Securities Inc. v. Qtrade Canada Inc.</i> , 2012 BCSC 1902, at para 53). This request is in the nature of a fishing expedition (<i>Kaladjan v. Jose</i> , 2012 BCSC 357, at para 64).
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)	WestJet objects to providing the requested information. The Plaintiff has failed to make a written request for additional documents that complies with Rule 7-1(11) (<i>Revolution Infrastructure Inc. v. Pacific Substrate Ltd.</i> , 2021 BCSC 888, at paras. 27, 32, and 37, <i>LaPrairie Crane (Alberta) Ltd. v. Triton Projects Inc.</i> , 2012 BCSC 1594 at para 36, <i>Hill v Dhanda</i> , 2024 BCSC 2145, at para 13). Th requested documents are not relevant to the matters at issue in the litigation. The Plaintiff does not have standing to bring claims for damages or a restoration order on behalf of non-parties (<i>Seidel v. TELUS Communications Inc.</i> , 2011 SCC 15, at para 49, <i>Knight v. Imperial Tobacco Canada Limited</i> , 2006 BCCA 235, at

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			para 10, <i>Bosworth v. Jurock</i> , 2013 BCCA 4, at para 4, <i>Jellema v. American Bullion Minerals Ltd.</i> , 2010 BCCA 495, at para 16).
			Furthermore, the Plaintiff has failed to demonstrate why WestJet should be disclosing the personal information of passengers contained in these documents to an unrelated third party.
			Furthermore the request is disproportionate (<i>The Insurance Corporation of British Columbia v Teck Metals Ltd.</i> , 2022 BCSC 340 at para 16, 22 to 25).
23.	82	Advise whether a passenger's PNR would reflect that a booking was made through WestJet Biz	WestJet objects to providing the requested information. This is not relevant to the matters at issue in the litigation. The Plaintiff does not have standing to bring claims for damages or a restoration order on behalf of non-parties (<i>Seidel v. TELUS Communications Inc.</i> , 2011 SCC 15, at para 49, <i>Knight v. Imperial Tobacco Canada Limited</i> , 2006 BCCA 235, at para 10, <i>Bosworth v. Jurock</i> , 2013 BCCA 4, at para 4, <i>Jellema v. American Bullion Minerals Ltd.</i> , 2010 BCCA 495, at para 16).

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24.	85	Advise who recommended and approved the \$150 and \$200 figures within the general guidelines (WestJet document 1.1)	WestJet will provide the requested information within 30 days of any Ordered rendered by the Court, subject to solicitor-client privilege.
25.	87	Advise whether the numbers that are applied by the WestJet employee for hotel reimbursements are recorded in Sprinklr	WestJet objects to providing the requested information. This is not relevant to the matters at issue in the litigation. The Plaintiff does not have standing to bring claims for damages or a restoration order on behalf of non-parties (<i>Seidel v. TELUS Communications Inc.</i> , 2011 SCC 15, at para 49, <i>Knight v. Imperial Tobacco Canada Limited</i> , 2006 BCCA 235, at para 10, <i>Bosworth v. Jurock</i> , 2013 BCCA 4, at para 4, <i>Jellema v. American Bullion Minerals Ltd.</i> , 2010 BCCA 495, at para 16).
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)	WestJet will provide the requested information within 30 days of any Ordered rendered by the Court, subject to solicitor-client privilege.
27.	89	Advise who proposed and approved the \$150 and \$200 amounts for hotel reimbursements and advise what materials	WestJet will provide the requested information within 30 days of any

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		were used to come up with those numbers (WestJet document 1.1)	Ordered rendered by the Court, subject to solicitor-client privilege.
28.	94	Advise when the template that is WestJet document 1.12 was first used and whether it is still being used	WestJet will provide the requested information within 30 days of any Ordered rendered by the Court.
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 in the nature of a fishing expedition (<i>Kaladjian v. Jose</i> , 2012 BCSC 357, at para 64). WestJet maintains that the <i>BPCPA</i> cannot apply to claims advanced under the Montreal Convention and opposes the Order sought. There is no obligation for a carrier to provide advance payments under the Montreal Convention or negotiate claims in advance of litigation with respect to claims under the Montreal Convention.
30.	95	Advise when the template that is WestJet document 1.13 was first used	WestJet will provide the requested information within 30 days of any Ordered rendered by the Court
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	WestJet will provide the requested information within 30 days of any Ordered rendered by the Court
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	WestJet objects to providing the requested information. This is not relevant to the matters at issue in the litigation.

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			The Plaintiff does not have standing to bring claims for damages or a restoration order on behalf of non-parties (<i>Seidel v. TELUS Communications Inc.</i> , 2011 SCC 15, at para 49, <i>Knight v. Imperial Tobacco Canada Limited</i> , 2006 BCCA 235, at para 10, <i>Bosworth v. Jurock</i> , 2013 BCCA 4, at para 4, <i>Jellema v. American Bullion Minerals Ltd.</i> , 2010 BCCA 495, at para 16).
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 in the nature of a fishing expedition (<i>Kaladjian v. Jose</i> , 2012 BCSC 357, at para 64). WestJet will provide the requested information within 30 days of any Order rendered by the Court
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	WestJet will provide the requested information within 30 days of any Order rendered by the Court.
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	WestJet objects to providing the request information. The Plaintiff has failed to make a written request for additional documents that complies with Rule 7-1(11) (<i>Revolution Infrastructure Inc. v. Pacific Substrate Ltd.</i> , 2021 BCSC 888, at paras. 27, 32, and 37, <i>LaPrairie Crane (Alberta) Ltd. v. Triton Projects Inc.</i> , 2012 BCSC 1594 at

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			para 36, <i>Hill v Dhanda</i> , 2024 BCSC 2145, at para 13).
			The request is either unclear or too broad in scope (<i>Mann v Jagpal</i> , 2020 BCSC 1919 at para 56).
	118	Provide the policy documents that covers guests experiencing a delay or cancellation within WestJet's control	WestJet objects to providing the request information. The Plaintiff has failed to make a written request for additional documents that complies with Rule 7-1(11) (<i>Revolution Infrastructure Inc. v. Pacific Substrate Ltd.</i> , 2021 BCSC 888, at paras. 27, 32, and 37, <i>LaPrairie Crane (Alberta) Ltd. v. Triton Projects Inc.</i> , 2012 BCSC 1594 at para 36, <i>Hill v Dhanda</i> , 2024 BCSC 2145, at para 13).
36.			The request is either unclear or too broad in scope (<i>Mann v Jagpal</i> , 2020 BCSC 1919 at para 56).
	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	WestJet objects to providing the requested information. This is not relevant to the matters at issue in the litigation.
37.			The Plaintiff does not have standing to bring claims for damages or a restoration order on behalf of non-parties (<i>Seidel v. TELUS Communications Inc.</i> , 2011 SCC 15, at

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			para 49, <i>Knight v. Imperial Tobacco Canada Limited</i> , 2006 BCCA 235, at para 10, <i>Bosworth v. Jurock</i> , 2013 BCCA 4, at para 4, <i>Jellema v. American Bullion Minerals Ltd.</i> , 2010 BCCA 495, at para 16).
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	WestJet objects to providing the requested information. The Plaintiff has failed to make a written request for additional documents that complies with Rule 7-1(11) (<i>Revolution Infrastructure Inc. v. Pacific Substrate Ltd.</i>, 2021 BCSC 888, at paras. 27, 32, and 37, <i>LaPrairie Crane (Alberta) Ltd. v. Triton Projects Inc.</i>, 2012 BCSC 1594 at para 36, <i>Hill v Dhanda</i>, 2024 BCSC 2145, at para 13). This is not relevant to the matters at issue in the litigation. The Plaintiff does not have standing to bring claims for damages or a restoration order on behalf of non-parties (<i>Seidel v. TELUS Communications Inc.</i>, 2011 SCC 15, at para 49, <i>Knight v. Imperial Tobacco Canada Limited</i>, 2006 BCCA 235, at para 10, <i>Bosworth v. Jurock</i>, 2013 BCCA 4, at para 4, <i>Jellema v. American Bullion Minerals Ltd.</i>, 2010 BCCA 495, at para 16).

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39.	126	Advise whether WestJet document 1.2 is the page that the reimbursement request is submitted through	WestJet will provide the requested information within 30 days of any Ordered rendered by the Court.
	127	Advise whether WestJet has records in the PNR, in Sprinkl'r or any other system that a passenger has received the email with the template entitled "flight disruptions-hotel availability" (WestJet document 1.31)	WestJet objects to providing the requested information. This is not relevant to the matters at issue in the litigation. The Plaintiff does not have standing to bring claims for damages or a restoration order on behalf of non-parties (<i>Seidel v. TELUS Communications Inc.</i> , 2011 SCC 15, at para 49, <i>Knight v. Imperial Tobacco Canada Limited</i> , 2006 BCCA 235, at para 10, <i>Bosworth v. Jurock</i> , 2013 BCCA 4, at para 4, <i>Jellema v. American Bullion Minerals Ltd.</i> , 2010 BCCA 495, at para 16).
40.			
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	WestJet will provide the requested information within 30 days of any Ordered rendered by the Court.
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	WestJet objects to providing the requested information. The Plaintiff has failed to make a written request for additional documents that complies with Rule 7-1(11) (<i>Revolution Infrastructure Inc. v. Pacific Substrate Ltd.</i> , 2021 BCSC 888, at paras. 27, 32, and 37, <i>LaPrairie Crane (Alberta) Ltd. v.</i>

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			<i>Trition Projects Inc.</i>, 2012 BCSC 1594 at para 36, <i>Hill v Dhanda</i>, 2024 BCSC 2145, at para 13). This is not relevant to the matters at issue in the litigation. The Plaintiff does not have standing to bring claims for damages or a restoration order on behalf of non-parties (<i>Seidel v. TELUS Communications Inc.</i>, 2011 SCC 15, at para 49, <i>Knight v. Imperial Tobacco Canada Limited</i>, 2006 BCCA 235, at para 10, <i>Bosworth v. Jurock</i>, 2013 BCCA 4, at para 4, <i>Jellema v. American Bullion Minerals Ltd.</i>, 2010 BCCA 495, at para 16). This request is too broad in scope and goes beyond matters in question in this action/disproportionate to the issues that will be determined at the five-day trial in January. Furthermore, the Plaintiff has failed to demonstrate why WestJet should be disclosing the personal information of passengers contained in these documents to an unrelated third party. Furthermore the request is disproportionate (<i>The Insurance Corporation of British Columbia v Teck Metals Ltd.</i>, 2022 BCSC 340 at para 16, 22 to 25).
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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	WestJet will provide the requested information within 30 days of any Ordered rendered by the Court.
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	WestJet objects to providing the requested information. The Plaintiff has failed to make a written request for additional documents that complies with Rule 7-1(11) (<i>Revolution Infrastructure Inc. v. Pacific Substrate Ltd.</i>, 2021 BCSC 888, at paras. 27, 32, and 37, <i>LaPrairie Crane (Alberta) Ltd. v. Triton Projects Inc.</i>, 2012 BCSC 1594 at para 36, <i>Hill v Dhanda</i>, 2024 BCSC 2145, at para 13). This is not relevant to the matters at issue in the litigation. The Plaintiff does not have standing to bring claims for damages or a restoration order on behalf of non-parties (<i>Seidel v. TELUS Communications Inc.</i>, 2011 SCC 15, at para 49, <i>Knight v. Imperial Tobacco Canada Limited</i>, 2006 BCCA 235, at para 10, <i>Bosworth v. Jurock</i>, 2013 BCCA 4, at para 4, <i>Jellema v. American Bullion Minerals Ltd.</i>, 2010 BCCA 495, at para 16). This request is too broad in scope and goes beyond matters in question in this action/disproportionate to the issues that will be determined at the five-day trial in January.

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			Furthermore, the Plaintiff has failed to demonstrate why WestJet should be disclosing the personal information of passengers contained in these documents to an unrelated third party. Furthermore the request is disproportionate (<i>The Insurance Corporation of British Columbia v Teck Metals Ltd.</i> , 2022 BCSC 340 at para 16, 22 to 25).
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	WestJet will provide the requested information within 30 days of any Ordered rendered by the Court.
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	WestJet objects to providing the requested information. The Plaintiff has failed to make a written request for additional documents that complies with Rule 7-1(11) (<i>Revolution Infrastructure Inc. v. Pacific Substrate Ltd.</i> , 2021 BCSC 888, at paras. 27, 32, and 37, <i>LaPrairie Crane (Alberta) Ltd. v. Triton Projects Inc.</i> , 2012 BCSC 1594 at para 36, <i>Hill v Dhanda</i> , 2024 BCSC 2145, at para 13). This is not relevant to the matters at issue in the litigation. The Plaintiff does not have standing to bring claims for damages or a restoration order on behalf of non-parties (<i>Seidel v. TELUS Communications Inc.</i> , 2011 SCC 15, at

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			para 49, <i>Knight v. Imperial Tobacco Canada Limited</i> , 2006 BCCA 235, at para 10, <i>Bosworth v. Jurock</i> , 2013 BCCA 4, at para 4, <i>Jellema v. American Bullion Minerals Ltd.</i> , 2010 BCCA 495, at para 16). This request is too broad in scope and goes beyond matters in question in this action/disproportionate to the issues that will be determined at the five-day trial in January.
			Furthermore, the Plaintiff has failed to demonstrate why WestJet should be disclosing the personal information of passengers contained in these documents to an unrelated third party.
			Furthermore the request is disproportionate (<i>The Insurance Corporation of British Columbia v Teck Metals Ltd.</i> , 2022 BCSC 340 at para 16, 22 to 25).
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)	WestJet will provide the requested information within 30 days of any Ordered rendered by the Court.
48.	144	Provide the guest pay and claim spreadsheet for the time period August 3, 2022, to the present	WestJet objects to providing the requested information. The Plaintiff has failed to make a written request for additional documents that complies with Rule 7-1(11) (<i>Revolution Infrastructure Inc. v. Pacific Substrate Ltd.</i> , 2021 BCSC 888, at paras. 27, 32, and 37, <i>LaPrairie Crane (Alberta) Ltd. v.</i>

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			<i>Trition Projects Inc.</i> , 2012 BCSC 1594 at para 36, <i>Hill v Dhanda</i> , 2024 BCSC 2145, at para 13).
	145	Advise whether there is a list of irregular operation (IROP) reasons that are utilized as part of the reimbursement policy	WestJet objects to providing the requested information. This is not relevant to the matters at issue in the litigation. The Plaintiff does not have standing to bring claims for damages or a restoration order on behalf of non-parties (<i>Seidel v. TELUS Communications Inc.</i> , 2011 SCC 15, at para 49, <i>Knight v. Imperial Tobacco Canada Limited</i> , 2006 BCCA 235, at para 10, <i>Bosworth v. Jurock</i> , 2013 BCCA 4, at para 4, <i>Jellema v. American Bullion Minerals Ltd.</i> , 2010 BCCA 495, at para 16). This request is too broad in scope and goes beyond matters in question in this action/disproportionate to the issues that will be determined at the five-day trial in January.
49.			
50.	146	Advise why there is a difference in the amounts for reimbursement for meals between the two types of passengers	WestJet will provide the requested information within 30 days of any Ordered rendered by the Court.
51.	147	Advise who established the distinction of \$15 for all passengers except for platinum and gold reward members	WestJet will provide the requested information within 30 days of any Ordered rendered by the Court, subject to solicitor-client privilege.

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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	Westjet objects to providing the requested information. The Plaintiff has failed to make a written request for additional documents that complies with Rule 7-1(11) (<i>Revolution Infrastructure Inc. v. Pacific Substrate Ltd.</i>, 2021 BCSC 888, at paras. 27, 32, and 37, <i>LaPrairie Crane (Alberta) Ltd. v. Triton Projects Inc.</i>, 2012 BCSC 1594 at para 36, <i>Hill v Dhanda</i>, 2024 BCSC 2145, at para 13). This is not relevant to the matters at issue in the litigation. The Plaintiff does not have standing to bring claims for damages or a restoration order on behalf of non-parties (<i>Seidel v. TELUS Communications Inc.</i>, 2011 SCC 15, at para 49, <i>Knight v. Imperial Tobacco Canada Limited</i>, 2006 BCCA 235, at para 10, <i>Bosworth v. Jurock</i>, 2013 BCCA 4, at para 4, <i>Jellema v. American Bullion Minerals Ltd.</i>, 2010 BCCA 495, at para 16). This request is too broad in scope and goes beyond matters in question in this action/disproportionate to the issues that will be determined at the five-day trial in January. Furthermore, the Plaintiff has failed to demonstrate why Westjet should be disclosing the personal information of
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			passengers contained in these documents to an unrelated third party. Furthermore the request is disproportionate (<i>The Insurance Corporation of British Columbia v Teck Metals Ltd.</i> , 2022 BCSC 340 at para 16, 22 to 25).
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	WestJet will provide the requested information within 30 days of any Ordered rendered by the Court.
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	WestJet objects to providing the requested information. The Plaintiff has failed to make a written request for additional documents that complies with Rule 7-1(11) (<i>Revolution Infrastructure Inc. v. Pacific Substrate Ltd.</i> , 2021 BCSC 888, at paras. 27, 32, and 37, <i>LaPrairie Crane (Alberta) Ltd. v. Triton Projects Inc.</i> , 2012 BCSC 1594 at para 36, <i>Hill v Dhanda</i> , 2024 BCSC 2145, at para 13). This is not relevant to the matters at issue in the litigation. The Plaintiff does not have standing to bring claims for damages or a restoration order on behalf of non-parties (<i>Seidel v. TELUS Communications Inc.</i> , 2011 SCC 15, at para 49, <i>Knight v. Imperial Tobacco</i>

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			<i>Canada Limited</i>, 2006 BCCA 235, at para 10, <i>Bosworth v. Jurock</i>, 2013 BCCA 4, at para 4, <i>Jellema v. American Bullion Minerals Ltd.</i>, 2010 BCCA 495, at para 16). This request is too broad in scope and goes beyond matters in question in this action/disproportionate to the issues that will be determined at the five-day trial in January. Furthermore, the Plaintiff has failed to demonstrate why WestJet should be disclosing the personal information of passengers contained in these documents to an unrelated third party. Furthermore the request is disproportionate (<i>The Insurance Corporation of British Columbia v Teck Metals Ltd.</i>, 2022 BCSC 340 at para 16, 22 to 25).
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	WestJet objects to providing the requested information. The Plaintiff has failed to make a written request for additional documents that complies with Rule 7-1(11) (<i>Revolution Infrastructure Inc. v. Pacific Substrate Ltd.</i>, 2021 BCSC 888, at paras. 27, 32, and 37, <i>LaPrairie Crane (Alberta) Ltd. v. Triton Projects Inc.</i>, 2012 BCSC 1594 at para 36, <i>Hill v Dhanda</i>, 2024 BCSC 2145, at para 13).

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			This is not relevant to the matters at issue in the litigation. The Plaintiff does not have standing to bring claims for damages or a restoration order on behalf of non-parties (<i>Seidel v. TELUS Communications Inc.</i>, 2011 SCC 15, at para 49, <i>Knight v. Imperial Tobacco Canada Limited</i>, 2006 BCCA 235, at para 10, <i>Bosworth v. Jurock</i>, 2013 BCCA 4, at para 4, <i>Jellema v. American Bullion Minerals Ltd.</i>, 2010 BCCA 495, at para 16). This request is too broad in scope and goes beyond matters in question in this action/disproportionate to the issues that will be determined at the five-day trial in January. Furthermore, the Plaintiff has failed to demonstrate why WestJet should be disclosing the personal information of passengers contained in these documents to an unrelated third party. Furthermore the request is disproportionate (<i>The Insurance Corporation of British Columbia v Teck Metals Ltd.</i>, 2022 BCSC 340 at para 16, 22 to 25).
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	WestJet will provide the requested information within 30 days of any Ordered rendered by the Court.

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57.	154	Provide a copy of the IROP delay and cancel codes	Westjet objects to providing the requested documentation. The Plaintiff has failed to make a written request for additional documents that complies with Rule 7-1(11) (<i>Revolution Infrastructure Inc. v. Pacific Substrate Ltd.</i> , 2021 BCSC 888, at paras. 27, 32, and 37, <i>LaPrairie Crane (Alberta) Ltd. v. Triton Projects Inc.</i> , 2012 BCSC 1594 at para 36, <i>Hill v Dhanda</i> , 2024 BCSC 2145, at para 13). This request is in the nature of a fishing expedition (<i>Kaladjian v. Jose</i> , 2012 BCSC 357, at para 64). The document requested does not relate to a matter in question in the action (<i>Credential Securities Inc. v. Qtrade Canada Inc.</i> , 2012 BCSC 1902, at para 53
58.	154	Provide a copy of the Decision Tree IROP Standards that were in effect between August 3, 2022, to the present	Westjet objects to providing the requested documentation. The Plaintiff has failed to make a written request for additional documents that complies with Rule 7-1(11) (<i>Revolution Infrastructure Inc. v. Pacific Substrate Ltd.</i> , 2021 BCSC 888, at paras. 27, 32, and 37, <i>LaPrairie Crane (Alberta) Ltd. v. Triton Projects Inc.</i> , 2012 BCSC 1594 at

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			para 36, <i>Hill v Dhanda</i>, 2024 BCSC 2145, at para 13). This request is in the nature of a fishing expedition (<i>Kaladjian v. Jose</i>, 2012 BCSC 357, at para 64). The document requested does not relate to a matter in question in the action (<i>Credential Securities Inc. v. Qtrade Canada Inc.</i>, 2012 BCSC 1902, at para 53
59.	156	Provide a list of the categories in relation to the macro in Sprinklr	WestJet objects to providing the requested documentation. The Plaintiff has failed to make a written request for additional documents that complies with Rule 7-1(11) (<i>Revolution Infrastructure Inc. v. Pacific Substrate Ltd.</i>, 2021 BCSC 888, at paras. 27, 32, and 37, <i>LaPrairie Crane (Alberta) Ltd. v. Triton Projects Inc.</i>, 2012 BCSC 1594 at para 36, <i>Hill v Dhanda</i>, 2024 BCSC 2145, at para 13). The court does not order document creation (<i>Watamaniuk v Government of Canada</i>, 2017 BCSC 2052, at para 27). The Plaintiff has failed to make a written request for additional documents that complies with Rule 7-1(11) (<i>Revolution Infrastructure Inc. v. Pacific Substrate Ltd.</i>, 2021 BCSC 888, at paras. 27, 32,

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			and 37, <i>LaPrairie Crane (Alberta) Ltd. v. Triton Projects Inc.</i> , 2012 BCSC 1594 at para 36).
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	WestJet will provide the requested information within 30 days of any Ordered rendered by the Court.
61.	161	Advise who approved WestJet documents 1.33 and 1.34 to be posted on the WestJet Information Network	WestJet will provide the requested information within 30 days of any Ordered rendered by the Court.
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	WestJet objects to providing the requested information. WestJet objects to the request as it is too broad in scope and goes beyond matters in question in this action. Systems relating to disruptions and how disruptions are categorized (and the specifics of those systems) do not relate to the guidelines and are outside of the scope of what is at issue in this litigation.
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	WestJet will provide the requested information within 30 days of any Ordered rendered by the Court, subject to solicitor-client privilege.
64.	168	Advise of any articles or postings contained in WestJet Information Network that could be used for ascertaining	WestJet objects to providing the requested information.

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		whether an amount claimed for expenses is reasonable, including a list of factors to consider such as location	The Plaintiff has failed to make a written request for additional documents that complies with Rule 7-1(11) (<i>Revolution Infrastructure Inc. v. Pacific Substrate Ltd.</i> , 2021 BCSC 888, at paras. 27, 32, and 37, <i>LaPrairie Crane (Alberta) Ltd. v. Triton Projects Inc.</i> , 2012 BCSC 1594 at para 36)
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	WestJet will provide the requested information within 30 days of any Order rendered by the Court.
66.	172	Advise whether any previous templates or currently in use templates have explicit reference to passengers making claims under the Montreal Convention	WestJet objects to providing the information requested. WestJet maintains that the <i>BPCPA</i> cannot apply to claims advanced under the Montreal Convention and opposes the Order sought. There is no obligation for a carrier to provide advance payments under the Montreal Convention or negotiate claims in advance of litigation with respect to claims under the Montreal Convention.
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)	WestJet will provide the requested information within 30 days of any Order rendered by the Court.

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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)	WestJet will provide the requested information within 30 days of any Ordered rendered by the Court.
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	WestJet will provide the requested information within 30 days of any Ordered rendered by the Court, subject to solicitor-client privilege.
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	WestJet objects to providing the requested information. The request is either unclear or too broad in scope.
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	WestJet objects to providing the requested information. The Plaintiff has failed to make a written request for additional documents that complies with Rule 7-1(11) (<i>Revolution Infrastructure Inc. v. Pacific Substrate Ltd.</i> , 2021 BCSC 888, at paras. 27, 32, and 37, <i>LaPrairie Crane (Alberta) Ltd. v. Triton Projects Inc.</i> , 2012 BCSC 1594 at para 36, <i>Hill v Dhanda</i> , 2024 BCSC 2145, at para 13).
72.	185	Advise whether WestJet document 1.35 is used by the guest support team	WestJet objects to providing the requested information. The request is either unclear or too broad in scope. WestJet will provide the requested information within 30 days of any Ordered rendered by the Court.

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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	WestJet objects to providing the requested information. The request is either unclear or too broad in scope.
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	WestJet will provide the requested information within 30 days of any Ordered rendered by the Court.
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	WestJet will provide the requested information within 30 days of any Ordered rendered by the Court.
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	WestJet will provide the requested information within 30 days of any Ordered rendered by the Court.
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	WestJet objects to providing the requested information. The Plaintiff has failed to make a written request for additional documents that complies with Rule 7-1(11) (<i>Revolution Infrastructure Inc. v. Pacific Substrate Ltd.</i> , 2021 BCSC 888, at paras. 27, 32, and 37, <i>LaPrairie Crane (Alberta) Ltd. v. Triton Projects Inc.</i> , 2012 BCSC 1594 at para 36, <i>Hill v Dhanda</i> , 2024 BCSC 2145, at para 13). This is not relevant to the matters at issue in the litigation. The Plaintiff does not have standing to bring claims for damages or a restoration order on behalf of non-

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			parties (<i>Seidel v. TELUS Communications Inc.</i>, 2011 SCC 15, at para 49, <i>Knight v. Imperial Tobacco Canada Limited</i>, 2006 BCCA 235, at para 10, <i>Bosworth v. Jurock</i>, 2013 BCCA 4, at para 4, <i>Jellema v. American Bullion Minerals Ltd.</i>, 2010 BCCA 495, at para 16). This request is too broad in scope and goes beyond matters in question in this action/disproportionate to the issues that will be determined at the five-day trial in January. Furthermore, the Plaintiff has failed to demonstrate why WestJet should be disclosing the personal information of passengers contained in these documents to an unrelated third party. Furthermore the request is disproportionate (<i>The Insurance Corporation of British Columbia v Teck Metals Ltd.</i>, 2022 BCSC 340 at para 16, 22 to 25).
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	WestJet will provide the requested information within 30 days of any Ordered rendered by the Court.
79.	195	Advise which WestJet team and who within the team was involved in drafting the “Policy Irregular Operations (IROP)” document	WestJet will provide the requested information within 30 days of any Ordered rendered by the Court.
80.	196	Provide all versions of the IROP Standards of Treatment decision tree from August 3, 2022, to the present	WestJet objects to providing the requested information.

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			The Plaintiff has failed to make a written request for additional documents that complies with Rule 7-1(11) (<i>Revolution Infrastructure Inc. v. Pacific Substrate Ltd.</i> , 2021 BCSC 888, at paras. 27, 32, and 37, <i>LaPrairie Crane (Alberta) Ltd. v. Triton Projects Inc.</i> , 2012 BCSC 1594 at para 36, <i>Hill v Dhanda</i> , 2024 BCSC 2145, at para 13).
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	WestJet will provide the requested information within 30 days of any Ordered rendered by the Court.
82.	200	Advise what "CODI request" is	WestJet will provide the requested information within 30 days of any Ordered rendered by the Court.
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	WestJet objects to providing the requested information. The Plaintiff has failed to make a written request for additional documents that complies with Rule 7-1(11) (<i>Revolution Infrastructure Inc. v. Pacific Substrate Ltd.</i> , 2021 BCSC 888, at paras. 27, 32, and 37, <i>LaPrairie Crane (Alberta) Ltd. v. Triton Projects Inc.</i> , 2012 BCSC 1594 at para 36, <i>Hill v Dhanda</i> , 2024 BCSC 2145, at para 13).
84.	203	Advise what template "limited hotel authorizations" is referring to	WestJet will provide the requested information within 30 days of any Ordered rendered by the Court.

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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	Westjet objects to providing the requested information. The Plaintiff has failed to make a written request for additional documents that complies with Rule 7-1(11) (<i>Revolution Infrastructure Inc. v. Pacific Substrate Ltd.</i> , 2021 BCSC 888, at paras. 27, 32, and 37, <i>LaPrairie Crane (Alberta) Ltd. v. Triton Projects Inc.</i> , 2012 BCSC 1594 at para 36, <i>Hill v Dhanda</i> , 2024 BCSC 2145, at para 13).
86.	207	Provide the guest pay limit increase authorization form	Westjet objects to providing the requested information. The Plaintiff has failed to make a written request for additional documents that complies with Rule 7-1(11) (<i>Revolution Infrastructure Inc. v. Pacific Substrate Ltd.</i> , 2021 BCSC 888, at paras. 27, 32, and 37, <i>LaPrairie Crane (Alberta) Ltd. v. Triton Projects Inc.</i> , 2012 BCSC 1594 at para 36, <i>Hill v Dhanda</i> , 2024 BCSC 2145, at para 13).
87.	208	Provide the versioning history of the IROP Hotels (KM1019894) article from August 3, 2022, to the present	Westjet objects to providing the requested information. The Plaintiff has failed to make a written request for additional documents that complies with Rule 7-1(11) (<i>Revolution Infrastructure Inc. v. Pacific Substrate</i>

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			<i>Ltd.</i> , 2021 BCSC 888, at paras. 27, 32, and 37, <i>LaPrairie Crane (Alberta) Ltd. v. Triton Projects Inc.</i> , 2012 BCSC 1594 at para 36, <i>Hill v Dhanda</i> , 2024 BCSC 2145, at para 13).
88.	209	Provide the versioning history for WestJet documents 1.33 and 1.34 from August 3, 2022, to the present	WestJet objects to providing the requested information. The Plaintiff has failed to make a written request for additional documents that complies with Rule 7-1(11) (<i>Revolution Infrastructure Inc. v. Pacific Substrate Ltd.</i> , 2021 BCSC 888, at paras. 27, 32, and 37, <i>LaPrairie Crane (Alberta) Ltd. v. Triton Projects Inc.</i> , 2012 BCSC 1594 at para 36, <i>Hill v Dhanda</i> , 2024 BCSC 2145, at para 13).