



S-162957
No. Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

MANDALENA LEWIS

PLAINTIFF

AND:

WESTJET AIRLINES LTD.

DEFENDANT

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c. 50

NOTICE OF CIVIL CLAIM

This action has been started by the plaintiff for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- (a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- (a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- (b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

TIME FOR RESPONSE TO CIVIL CLAIM

A response to civil claim must be filed and served on the plaintiff,

- (a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- (b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- (c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or,
- (d) if the time for response to civil claim has been set by order of the court, within that time.

CLAIM OF THE PLAINTIFF

Part 1: STATEMENT OF FACTS

Parties

1. The plaintiff, Mandalena Lewis, is a resident of Vancouver, British Columbia. The plaintiff was employed as a Flight Attendant by the defendant between March 2008 and January 2016.
2. The defendant, WestJet Airlines Ltd. (“**WestJet**”), is a company incorporated pursuant to the laws of Alberta and is extra-provincially registered in British Columbia. Its registered office in British Columbia is 2700-700 West Georgia St., Vancouver, BC, V7Y 1B8. WestJet is an airline operating flights nationally and internationally, including many flights through British Columbia.
3. The plaintiff brings this claim on her own behalf and seeks to become the representative plaintiff of a certified class of present and former female Flight Attendants employed by WestJet who were entitled to the benefit of the Anti-Harassment Promise defined below (the “**Proposed Class**”).

Summary of the Claim

4. This claim is about WestJet’s ongoing breach of its employment contracts with the Proposed Class. Those contracts provide that WestJet will create and maintain a

workplace free from “Harassment” (defined below), and that it will properly investigate and respond to complaints of Harassment. WestJet’s Anti-Harassment Promise is critically important in the context of the airline industry, in which female Flight Attendants have historically faced and continue to face unwelcome sexual advances and attention. In a workplace in which there are heightened risks, WestJet’s Anti-Harassment Promise enhances the airline’s ability to attract female applicants for Flight Attendant positions, and provides WestJet the reputational benefit of being able to assert that its workplace is safe for women.

5. This claim asserts that despite their employment contracts, WestJet has routinely and systemically denied its female Flight Attendants the benefit of the Anti-Harassment Promise, particularly when Pilots are the harassers. Instead of, as promised, having the benefit of a workplace free from Harassment and the benefit of a robust response to Harassment, WestJet’s female employees are left at risk and subject to Harassment without adequate recourse. The plaintiff says WestJet fosters a corporate culture that overlooks and effectively tolerates Harassment, encourages silence, fails to properly investigate complaints of Harassment, and resolves complaints by protecting the harassers. WestJet’s conduct breaches a fundamental term of the contractual rights of the Proposed Class.

Differential Treatment in the WestJet Workplace

6. WestJet is a very successful airline and one of the most profitable airline companies in North America. WestJet employs over 10,000 employees. A class of WestJet employees are Flight Attendants. Another class of employees are Pilots. Flight Attendants are largely young and female and Pilots are largely older and male.
7. As a result of historic, economic and operational factors (described below), female Flight Attendants are vulnerable to Harassment from male Pilots and are subject to differential treatment by WestJet when such incidents arise.

Historical Factors that Underlie Harassment and Differential Treatment

8. The airline industry has historically been fraught with discriminatory attitudes toward female Flight Attendants, linking the performance of their jobs with gendered stereotypes regulating how they dress and appear, and discriminating against them due to their age, their weight, and other inappropriate and unlawful considerations.
9. Another aspect of the airline industry that has caused harm and disadvantage to female Flight Attendants is a workplace culture historically permissive of Harassment of female Flight Attendants. The airline industry has been slow to acknowledge or address these attitudes, and in many instances permitted and even facilitated them. This has included attitudes by some male Pilots that female Flight Attendants are or ought to be sexually available to them, and that Harassment against female Flight Attendants is generally acceptable or at least will not be subject to meaningful sanction. This increases the vulnerability of Flight Attendants to Harassment.

Economic Factors that Facilitate Harassment and Differential Treatment

10. Flight Attendants at WestJet have less economic value to the company than Pilots. WestJet Pilots' remuneration and benefits are much higher than that of Flight Attendants, the cost to the company for Pilots' ongoing training is substantial, and the negotiating power and social status of Pilots within WestJet is much greater than that of Flight Attendants. As a result, the dismissal or resignation of a Pilot from WestJet is a significant cost to the company as compared the dismissal or resignation of a Flight Attendant.

Operational Factors that Facilitate Harassment and Differential Treatment

11. Within the workplace, Flight Attendants are subordinate to Pilots. The flight crews at WestJet generally consist of two Pilots (Captain and First Officer) and three to four Flight Attendants. The Pilots are ultimately responsible for the safety of the aircraft, passengers and flight crew. The Flight Attendants must follow Pilots' commands in the context of their employment, both during operations and on "layovers", as defined below.

12. The Pilots and Flight Attendants work in close quarters on the aircraft. They are also routinely located away from their homes on overnight stays known as “layovers”. During layovers, WestJet Pilots and Flight Attendants are booked into the same hotel by WestJet, often on the same floor. The hotel rooms are paid for by WestJet and a per diem amount is provided to the Pilots and Flight Attendants for food and beverages. WestJet arranges for the transportation of the Pilots and Flight Attendants between the airports and the hotels. Pilots are unsupervised during layovers and are the final authority for safety related matters respecting Flight Attendants.
13. WestJet markets itself to the public and to prospective employees as having an infectious “team spirit”, and the Flight Attendants and Pilots are encouraged to present themselves as a fun and lively group. This team spirit is encouraged by WestJet both during operations and during layovers. As part of the team spirit, socializing on layovers is common and encouraged by WestJet and this often involves alcohol consumption.
14. These historic, economic and operational factors result in circumstances in which Flight Attendants are vulnerable to Pilots who engage in Harassment.

The Contract of Employment between WestJet and the Proposed Class, including the Plaintiff

15. WestJet purports to regulate Harassment in its workplace by incorporating certain terms prohibiting Harassment into its contract of employment with all employees.
16. These employment conditions are set out in a number of policy documents that are expressly incorporated into the employment contracts. The effect of these is to assure, as a term of the employment, that the workplace is free of Harassment for each employee by:
 - a. committing WestJet to a workplace free of Harassment by, among other things, proactively preventing Harassment;
 - b. requiring all WestJet employees to comply with a prescriptive Code of Conduct that prohibits Harassment; and

- c. committing WestJet to properly investigating and acting on complaints of Harassment.
17. WestJet defines Harassment as behaviour that negates an individual's dignity and respect because the behaviour is offensive, embarrassing or humiliating. Prohibited Harassment includes: physical or sexual assault, unnecessary or unwelcome physical contact, and any other action that may reasonably be perceived as offensive or disrespectful.
18. WestJet makes the following promises and representations under its employment contract with respect to Harassment:
 - a. WestJet will provide a safe and respectful work environment for all employees.
 - b. WestJet will not tolerate harassment.
 - c. WestJet is fully responsible for ensuring that its work environment is free from harassment.
 - d. WestJet does not tolerate discrimination, and Harassment is a form of discrimination.
 - e. WestJet states that no-one has the right to Harass anyone, at work or in any situation related to employment, including when representing WestJet at non-work events.
19. In promising to investigate and address complaints of Harassment, WestJet makes the following representations:
 - a. WestJet will treat all complaints of Harassment seriously, whether made informally or formally.
 - b. WestJet will respond promptly to all complaints of Harassment to ensure they are resolved quickly and fairly.
 - c. WestJet will impose sanctions (including termination) on any employee who violates any of their policies relating to Harassment.

- d. WestJet will subject anyone who retaliates against a person who has made a Harassment complaint to sanctions.
- e. WestJet will discipline anyone who has Harassed a person.
- f. WestJet will discipline managers who do not act properly to end Harassment.

(Paragraphs 16 to 19 collectively, constitute WestJet's "**Anti-Harassment Promise**")

20. WestJet's Anti-Harassment Promise is an important part of WestJet's marketing that it is a company that purportedly cares about its employees. The Anti-Harassment Promise is therefore an important component of its recruitment of female employees, including the plaintiff and the Proposed Class, as it makes WestJet appear to be an attractive and safe place to work. The Anti-Harassment Promise materially contributes to customer loyalty by assuring the public that WestJet has put an end to the historical harassment that female workers have faced in the airline industry and the gender inequality that persists as between Flight Attendants and Pilots and management.

The Plaintiff was Contractually Entitled to the Benefit of the Anti-Harassment Promise

21. The plaintiff was hired by the defendant as a Flight Attendant in March 2008 and entered into an employment contract with WestJet whereby WestJet was bound to honour the Anti-Harassment Promise.

2008 Sexual Assault by Pilot M

22. In August 2008, WestJet received a report from a 26 year old female WestJet Flight Attendant, identified here as the "2008 Complainant", that on a layover in Grande Prairie, Alberta, she had been sexually assaulted by one of WestJet's Pilots, identified here as "Pilot M".

23. WestJet investigated the complaint and Pilot M admitted to WestJet that he had sex with the 2008 Complainant. The evidence indicated that the 2008 Complainant did not, and could not, have consented to sex with Pilot M.
24. However, contrary to its Anti-Harassment Promise, WestJet did not dismiss or discipline Pilot M. Nor did WestJet take any steps to warn or protect the women who were required to work with and report to him. Instead, Pilot M was allowed to remain in his supervisory role, presenting a continued and unacceptable risk of harm to women with whom he worked, including the plaintiff. Further, WestJet proceeded on a course of conduct which involved diminishing the significance of sexual assault with the 2008 Complainant and blaming and retaliating against her for the difficulties she was facing as a result of the sexual assault.

2010 Sexual Assault on the Plaintiff by Pilot M

25. On January 24, 2010, the plaintiff was working under Pilot M on a schedule that included a layover in Maui, Hawaii.
26. In accordance with its ordinary practice, WestJet booked the Pilots and Flight Attendants to stay in the same hotel, which on this occasion was the Makena Beach Resort.
27. As was encouraged by WestJet, the Pilots and Flight Attendants socialized that evening on the beach and then over dinner at a restaurant near the hotel. When they returned to the hotel, Pilot M invited the plaintiff and others to his room for drinks on the balcony.
28. The plaintiff accepted the invitation. Other employees had declined. Pilot M and the plaintiff sat on the balcony and had a drink and smoked. Pilot M and the plaintiff engaged in friendly conversation. At no time did the plaintiff indicate she wanted to engage in sexual activity with Pilot M. However, when Pilot M and the plaintiff returned to Pilot M's room, Pilot M sexually assaulted the plaintiff. He dragged her onto the bed, kissing and groping her. The plaintiff physically resisted the assault and yelled for him to stop. Pilot M did not stop. The plaintiff was terrified. Eventually, the plaintiff managed to push Pilot M off her and was able to leave his room.

29. The next day, the plaintiff reported the sexual assault to the female First Officer. The crew flew back to Vancouver from Maui later that day. On the evening of January 25, 2010, the plaintiff reported the incident in detail to her manager at WestJet and the Flight Attendants' Association Board for WestJet.
30. On January 26, 2010, the plaintiff made a report of the sexual assault to the RCMP. The RCMP contacted the Maui police and relayed the plaintiff's information to them. The plaintiff informed WestJet that she had made the police report.
31. The Maui police subsequently opened an investigation file and later assigned a prosecutor. The plaintiff informed WestJet of these events along with the police file number and the name and phone number of the prosecutor in Maui.

Inadequate Response from WestJet

32. On February 18, 2010, managers at WestJet met with the plaintiff in person for the first time to discuss the report. WestJet told the plaintiff that it had suspended Pilot M's "Extended Operations" privileges and he was no longer allowed to fly to Hawaii. WestJet said they could not give the plaintiff any more information about Pilot M or their investigation.
33. Weeks later, in March, another in-person meeting was held at the request of the plaintiff. At the meeting, the plaintiff inquired whether WestJet had investigated her report of sexual assault any further and what steps WestJet would be taking. WestJet refused to provide her with any information. Instead, WestJet:
 - (a) informed the plaintiff that she would not be scheduled to work with Pilot M in the future; and
 - (b) instructed the plaintiff not to speak of the sexual assault to anyone else out of respect for Pilot M's privacy.
34. WestJet also asked the plaintiff to sign a document which purported to be an agreement that she would not disclose information about the sexual assault to anyone else. The plaintiff refused to sign the document.

35. The effect of WestJet's decision not to schedule the plaintiff on Pilot M's shifts meant that the plaintiff could not be scheduled for stand-by or reserve shifts like other Flight Attendants because that could result in her being required to work on Pilot M's crew. This limit on available shifts made it difficult for the plaintiff to work hours equivalent to a full-time position.
36. The plaintiff's trust in WestJet was seriously undermined as a result of the company's response to the sexual assault. The clear message from WestJet was that, while some managers may have believed she was assaulted, WestJet was not prepared to discipline or terminate Pilot M. In breach of the Anti-Harassment Promise, WestJet protected Pilot M by:
 - (a) adjusting his schedule so that he would not be arrested by the Maui police; and
 - (b) instructing the plaintiff to keep quiet about the sexual assault.
37. The adjustments to the plaintiff's schedule resulted in her losing income and losing opportunities to advance as an employee due to having a schedule with reduced working hours.
38. As a result, the plaintiff felt demoralized, frustrated and degraded by WestJet, and felt concerned that other Flight Attendants were at risk from Harassment by Pilot M, and by WestJet's failure to properly respond to complaints of Harassment.
39. Further, unknown to the plaintiff, at the time the plaintiff made her report about Pilot M, WestJet managers were continuing to deal with the 2008 Complainant, whom they had also told must remain silent about her report of sexual assault by Pilot M.
40. At that time, WestJet knew or ought to have known that Pilot M was a repeat offender and was obliged to treat the report with a heightened responsibility, including by giving it the highest priority and formalized process, but did not do so.

The Plaintiff and the 2008 Complainant Meet in 2015

41. The plaintiff and the 2008 Complainant both attended WestJet annual training on April 27, 2015.
42. During the presentations, the plaintiff asked why WestJet was providing so little training around sexual harassment. An exchange occurred between the instructor and the plaintiff over the prevalence of sexual harassment in the workplace.
43. The 2008 Complainant, who had not met the plaintiff before, witnessed this exchange. In August 2015, the 2008 Complainant sent a message to the plaintiff wanting to discuss sexual harassment issues at WestJet. The two women then spoke on the phone about their experiences and discovered that they had both been assaulted by Pilot M.
44. For the plaintiff, this information indicated that WestJet's failure to properly investigate and respond to the 2008 Complainant's report of sexual assault by Pilot M had resulted in Pilot M being at liberty to assault others, including the plaintiff in January 2010. The plaintiff was a victim of WestJet's systemic breach of the Anti-Harassment Policy.
45. On September 25, 2015, the plaintiff requested from WestJet a copy of her employment file. The request was made pursuant to WestJet's policy, which states that when an employee requests a copy of their employment file it will be delivered to them within 30 days. The plaintiff's interest in reviewing her file was, in part, to better understand what steps WestJet took in response to her sexual assault complaint.
46. Follow-up requests for her employment file were repeated on October 15, October 18, December 2 and December 8, 2015.
47. On December 12, 2015, the plaintiff went on short term disability leave due to the stress and anxiety she was experiencing relating to her learning about Pilot M's prior history of sexual assault.
48. While on leave she continued her efforts to obtain her personal employment file and made repeated requests for the same on December 29, 2015 and January 12, 2016.

49. On January 12, 2016, without warning, WestJet wrote the plaintiff and informed her that her employment was terminated for cause due to “insubordination” and referred to two incidents:
- (a) the plaintiff wrote an email to a manager on January 12, 2016 at 9:57 a.m. in which she again demanded production of her employment file, and the email included an expletive; and
 - (b) the plaintiff disconnected a call to a WestJet manager that she had inadvertently dialed on the afternoon of January 12, 2016.
50. WestJet’s termination letter advised that this “disrespectful conduct toward leadership” coupled with a “complete review of the discipline” on her employment file resulted in the decision to terminate her employment for cause. The plaintiff has no history of discipline for “insubordination”, so a review of the file could not have provided any additional basis for termination for cause on that basis.
51. The dismissal was in fact retaliation for her efforts to hold WestJet accountable for the failure to properly address Pilot M’s history of sexual assault and harassment, and was itself committed in breach of the Anti-Harassment Promise.
52. The plaintiff has suffered losses a result of WestJet’s breach of the Anti-Harassment Promise, including the harms suffered from the assault itself, including physical, emotional and psychological trauma.

Systemic Breaches of the Anti-Harassment Promise

53. WestJet has operated in breach of its Anti-Harassment Promise and allowed Harassment to exist, where the Proposed Class members are vulnerable to and/or have experienced conduct including:
- a. unwelcome remarks, jokes, innuendoes, bullying, and offensive and humiliating taunting of female Flight Attendants;

- b. sexist jokes and comments causing female Flight Attendants embarrassment and offence;
 - c. unwelcome sexual advances, requests or demands for sexual favours to female Flight Attendants (referred to as “midnight knocking” by Pilots in the layover scenario);
 - d. unwelcome invitations and requests of a sexual nature;
 - e. unwelcome physical contact;
 - f. unwanted contact and attention after the end of a consensual relationship;
 - g. derogatory and degrading remarks directed towards female Flight Attendants;
 - h. leering and obscene comments and gestures; and
 - i. verbal threats of a sexual nature.
54. The Proposed Class has suffered losses a result of WestJet’s breach of the Anti-Harassment Promise, including direct and indirect physical, emotional and psychological harm.
55. WestJet has knowledge that Harassment is occurring in its workplace. Many female Flight Attendants have made complaints of conduct that offends the Anti-Harassment Promise.
56. WestJet fails to appropriately investigate and impose meaningful consequences in response to Harassment, including to the plaintiff’s complaint. Specifically, WestJet:
- a. routes the complaints through departments or employees that WestJet knew or ought to have known were mandated to protect Pilots and WestJet in priority to upholding the Anti-Harassment Promise;
 - b. fails to appoint a neutral and experienced investigator for complaints of Harassment;

- c. fails to start the investigations in a timely manner;
- d. fails to keep the complainants apprised of the investigations and share appropriate information;
- e. fails to complete the investigations in a timely manner, or at all;
- f. fails to advise complainants of the outcome of the investigations;
- g. fails to appropriately discipline harassers, including by terminating their employment;
- h. fails to take any corrective or proactive action to reduce the risk of Harassment;
- i. fails to develop a safety plan for complainants; and
- j. fails to provide complainants with adequate support to deal with the emotional effects of the Harassment.

WestJet Silences Harassment Complainants

57. As with the plaintiff, members of the Proposed Class who report Harassment are encouraged or mandated to remain silent about the Harassment. They are told they will be disciplined if they share any information about Harassment with other female workers or anyone.
58. As a result of this requirement to remain silent and WestJet's known failure to properly respond to complaints of Harassment, others simply do not report Harassment at all. This, coupled with the prevalence of under-reporting of Harassment generally, means that WestJet has contributed an additional barrier to the already often perilous task of reporting abuse.
59. In addition, WestJet has failed to take appropriate corrective action to prevent Harassment from occurring, despite having knowledge of Harassment complaints, and despite mandating that those who have experienced Harassment remain silent.

WestJet Retaliates Against Harassment Complainants

60. Contrary to the Anti-Harassment Promise, and contrary to its duty to implement the employee contract in good faith, instead of properly investigating the complaints, and taking action to prevent such conduct from reoccurring, WestJet engages in various forms of retaliation against complainants, including against the plaintiff, by, for example:
- a. diminishing the significance of the Harassment, or denying that it occurred at all;
 - b. requiring that complainants remain silent about the Harassment;
 - c. making changes to complainants' schedules to avoid a conflict with the Harassers' schedules to their detriment, rather than making changes to the Harassers' schedules;
 - d. limiting complainants' access to full time hours due to limiting access to shifts; and
 - e. unwarranted discipline and termination of complainants including constructive dismissal and other bad faith conduct.
61. Despite its Anti-Harassment Promise, WestJet allows a culture permissive of Harassment to exist. While Harassment continues to be *de facto* acceptable at WestJet because it is not met with appropriate responses or discipline and complaints are not properly investigated, WestJet leaves the Proposed Class without the benefit of the protection guaranteed in their employment agreement. These failures, including the requirement that complainants remain silent about Harassment, results in WestJet protecting the Harassers, often Pilots, whom WestJet views as more economically valuable employees. The result is a workplace that endangers the safety of the Proposed Class generally, whether or not they directly experience the Harassment.

WestJet Benefits from its Breach of its Anti-Harassment Promise

62. WestJet benefits from its failure to implement and comply with the Anti-Harassment Promise. In particular, WestJet derives costs savings and increased profitability from its failure to, among other things:
- a. design initiatives required by the Anti-Harassment Promise that are intended to achieve and are reasonably capable of achieving the objective of the Promise;
 - b. train and retain staff and management necessary to implement the Anti-Harassment Promise;
 - c. discipline, suspend or terminate employees who breach the Anti-Harassment Promise;
 - d. conduct appropriate investigations of breaches of the Anti-Harassment Promise;
and
 - e. provide separate accommodations and other arrangements during layovers to implement the Anti-Harassment Promise.
63. In addition, WestJet financially benefits by protecting and promoting its reputation as an airline that does not tolerate Harassment by restricting Flight Attendants from discussing WestJet's failure to implement the Anti-Harassment Promise to the public.

Part 2: RELIEF SOUGHT

1. The plaintiff claims, on her own behalf, and on behalf of the Proposed Class, as follows:
 - a. a declaration that the Anti-Harassment Promise is a term of WestJet's employment contract with all employees;
 - b. a declaration that WestJet has failed to implement the Anti-Harassment Promise;
 - c. a declaration that WestJet has benefitted from its failure to implement the Anti-Harassment Promise.
 - d. restitution in the form of disgorgement of the monetary value of the benefits that WestJet has accrued in failing to implement the Anti-Harassment Promise, including the benefits derived from WestJet's failure to:
 - (i) ensure the workplace is free of harassment;
 - (ii) implement proactive measures to avoid creating opportunities for such harassment to occur;
 - (iii) properly investigate complaints and discipline the harassers; and
 - (iv) remedy the effects of harassment.
 - e. additionally, or in the alternative, general damages in an amount to be determined, or in a fixed amount;
 - f. in the further alternative, nominal damages;
 - a. punitive damages;
 - b. pre-judgment interest;
 - c. costs; and
 - d. such further and other relief as this Honourable Court may deem just.

PART 3: LEGAL BASIS

1. The plaintiff pleads and relies on the common law of contract and the *Class Proceedings Act*, RSBC, 1996, c.50.

Breach of Contract

2. As set out above, WestJet owed contractual duties to the plaintiff and the Proposed Class, and in breach of those duties, WestJet derived substantial financial benefit.

Restitutionary Disgorgement

3. Restitutionary disgorgement is available where expectation damages (or the amount that would put a person in the position they would be in had the contract been performed) are not readily quantifiable, would effectively allow the party breaching the contract to do so with impunity, or where the plaintiff otherwise has a legitimate interest in preventing the defendant's profit-making activity in relation to the subject of the breach.
4. WestJet receives valuable consideration for its promise to provide a workplace free of harassment and subject to robust and effective harassment investigations and responses in accordance with the Anti-Harassment Promise. Given the working conditions of WestJet employees and the power imbalances between different classes of employees, establishing a prescriptive code of conduct and implementing monitoring and compliance mechanisms is important to recruiting and retaining WestJet Flight Attendants.
5. WestJet has derived numerous financial and non-financial benefits, described above, through its failure to implement the Anti-Harassment Promise, in breach of the Terms of Employment.
6. The plaintiff claims on behalf of the Proposed Class restitutionary disgorgement for WestJet's breach of contract in failing to implement the Anti-Harassment Promise, which has benefits to Flight Attendants that cannot be easily measured in economic terms. As such the benefits that WestJet has derived by failing to implement the Anti-Harassment Promise is a relevant consideration in quantifying those damages.

General Damages

7. Where Flight Attendants, such as the plaintiff, have suffered physical or emotional harm as a result of WestJet's breach of the Anti-Harassment Promise, they should also receive compensatory damages in an amount to be assessed.

Punitive Damages

8. The actions of WestJet were high-handed, malicious, arbitrary and highly reprehensible misconduct that departed to a marked degree from ordinary standards of decent behaviour and showed a callous disregard for the contractual rights of the plaintiff and the Proposed Class.
9. The plaintiff and the Proposed Class are a group of vulnerable employees, and WestJet obtained an advantage or profit by failing to protect them. WestJet has engaged in conduct that is reprehensible and deserves punishment. The plaintiff therefore seeks punitive and damages to deter WestJet and others from similar misconduct in the future.

Place of Trial: Vancouver, BC

April 4, 2016
Date

Karey Brooks
Counsel for the plaintiff

THIS NOTICE OF CIVIL CLAIM is filed and delivered by:

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