



IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

MANDALENA LEWIS

PLAINTIFF

And

WESTJET AIRLINES LTD.

DEFENDANT

Brought under the *Class Proceedings Act*, RSBC 1996, c. 50

**ORDER MADE AFTER APPLICATION**

BEFORE ) THE HONOURABLE MADAM ) 6/NOV/2023  
          ) JUSTICE HUGHES            )  
          )

ON THE APPLICATION of the Defendant, WestJet Airlines Ltd. coming on for hearing at Vancouver, British Columbia on November 7, 2022 and June 9, 2023, and on hearing counsel for the plaintiff, Kary Brooks, K.C., Naomi Moses and Jason Harman, counsel for the defendant, Joyce Mitchell, K.C. and Iain Bailey, and counsel for the attendees, Canadian Union of Public Employees and its Local 4070 ("CUPE"), Tamara Ramusovic and Daniel McBain; AND ON JUDGMENT BEING RESERVED UNTIL THIS DATE;

THIS COURT ORDERS that:

1. The application, pursuant to section 8(3) of the *Class Proceedings Act*, RSBC 1996, c 50, to amend the certification order to have the class period end on July 31, 2018 is dismissed.

2. The certification order is amended to have the class period end on February 28, 2021, as set out in the amended certification order attached as Schedule "A".
3. No costs are awarded to either party or CUPE in respect of this application.

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



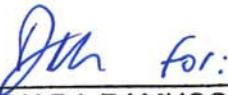
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KAREY BROOKS, K.C.  
Counsel for the Plaintiff



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JOYCE MITCHELL, K.C.  
Counsel for the Defendant



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TAMARA RAMUSOVIC  
Counsel for CUPE and CUPE Local  
4070

By the Court:

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Registrar

## **SCHEDULE “A”**

### **LEWIS V WESTJET AIRLINES LTD**

### **AMENDED CERTIFICATION ORDER**

1. The class is defined as:

All current and former female flight attendants at WestJet Airlines Ltd., who have or had contracts of employment with WestJet during the Class Period (“Class” or “Class Members”).

The Class Period is defined as April 4, 2014 to February 28, 2021;

2. Mandalena Lewis is appointed as the representative plaintiff for the Class;
3. The Class asserts that WestJet systemically breached Class Members’ contracts of employment by failing to implement and enforce the Anti-Harassment Promise, as defined in the Amended Notice of Civil Claim, throughout the Class Period;
4. The Class seeks the following relief:
  - 1) a declaration that the Anti-Harassment Promise is a term of WestJet’s employment contract with each Class Member;
  - 2) a declaration that WestJet failed to implement and enforce the Anti-Harassment Promise throughout the Class Period and, in doing so, systemically breached Class Members’ employment contracts;
  - 3) a declaration that WestJet has benefitted in the form of costs savings from its failure to implement and enforce the Anti-Harassment Promise;
  - 4) disgorgement of the monetary value of the costs savings that WestJet has accrued in failing to implement the Anti-Harassment Promise, including but not limited to its 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;
  - 5) punitive damages;

- 6) pre-judgment interest; and,
- 7) costs.

5. The common issues shall be:

- 1) During the Class Period, was the Anti-Harassment Promise, as defined in the Amended Notice of Civil Claim, a term of WestJet's employment contract with each Class Member?
- 2) Did WestJet fail to implement and enforce the Anti-Harassment Promise throughout the Class Period and, in doing so, breach Class Members' employment contracts?
- 3) If yes, did WestJet save costs through its deficient performance of the Anti-Harassment Promise during the Class Period?
- 4) If yes, is the Class entitled to disgorgement of the costs savings identified in (3)?
- 5) If the answer to (2) is yes, does WestJet's conduct justify punitive damages?
- 6) If yes, what amount of punitive damages should be awarded against WestJet?

6. JFK Law LLP is appointed as Class Counsel in this proceeding;

7. The form of the Notice of Certification and the manner of its distribution ("Notice Program") will be determined by further order of this Court.

8. Class Members may opt-out of the class proceeding by filing with the Court and serving the solicitors for the parties written notice of their desire to opt out of the proceeding no later than sixty days from the date that the Notice of Certification is first published in accordance with the Notice Program.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER:

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Karey Brooks, KC  
Counsel for the Plaintiff, Mandalena Lewis

BY THE COURT

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Joyce Mitchell, KC  
Counsel for the Defendant, WestJet  
Airlines Ltd.

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REGISTRAR