



Court File No. **NEW-S-S-254956**

No.  
NEW WESTMINSTER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

**NICOLE HOBBS**

PLAINTIFF

AND

**WESTJET VACATIONS INC.**

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 a 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.

## CLAIMS OF THE PLAINTIFF

### **Part 1: STATEMENT OF FACTS**

#### **Overview of this Action**

1. This is a proposed class action against WestJet Vacations for: (a) providing travel agency services to British Columbians without a license, contrary to the *Business Practices and Consumer Protection Act*; and/or (b) pocketing the moneys for all or part of the vacation packages and forcing class members across Canada to accept a credit in lieu of a refund, when WestJet Vacations' affiliated airline cancels the departing flight and fails to transport the customer to the vacation destination as scheduled, or when WestJet Vacations cancels the vacation packages.
2. For the first branch, on behalf of B.C. class members, the Plaintiff seeks a declaration that WestJet Vacations violated the *Business Practices and Consumer Protection Act* in providing travel agency services without a license. The Plaintiff seeks a restoration of monies, damages, and/or an accounting of profits and an injunction enjoining WestJet Vacations from operating in B.C. until it is properly licensed to do so.
3. For the second branch, on behalf of all Canadian class members, the Plaintiff seeks a declaration that WestJet Vacations' contractual terms were contrary to applicable consumer laws or otherwise deceptive, unconscionable, or unfair. Alternatively,

WestJet Vacations also breached its contract with the class members. The Plaintiff seeks a restoration or restitution of monies, damages, and/or an accounting of profits.

4. At the heart of this class action are primarily legal questions of: (a) whether WestJet Vacations is operating in B.C. without a license as required by the *Business Practices and Consumer Protection Act*; and (b) whether WestJet Vacations' contract terms for refunds of the vacation packages are contrary to B.C. and/or Alberta consumer protection legislation or otherwise deceptive, unconscionable, or unfair.

### **Parties**

5. The Plaintiff, Nicole Hobbs, is a resident of British Columbia, and has an address for service in this action at 237-4388 Still Creek Drive, Burnaby, British Columbia.
6. WestJet Vacations Inc. is an Alberta company doing business in B.C. and has nominated an agent in B.C. upon whom process may be served generally at 2700 – 700 West Georgia Street, Vancouver (hereafter “**WestJet Vacations**”).
7. WestJet Vacations or its affiliates also has a place of business in British Columbia in the Vancouver International Airport at 3211 Grant McConachie Way, Richmond, BC.

### **WestJet Vacations' Selling of Vacation Packages in Canada and British Columbia**

8. WestJet Vacations is in the business of reselling accommodations to its customers as part of a vacation package that includes a flight operated by WestJet Vacations' affiliate including WestJet Airlines Ltd. and/or WestJet Encore Ltd.
9. WestJet Vacations marks up the price of the flights and/or accommodations to resell to Class Members or receives a share from the sale of a vacation package.
10. WestJet Vacations has a license from the relevant travel agency regulators in Ontario and Quebec to sell vacation packages to customers in those provinces.
11. WestJet Vacations has not obtained a license from Consumer Protection BC, the travel agency regulator in B.C., to sell vacation packages to British Columbians.

12. WestJet Vacations contracts with customers in Canada for vacation packages via <https://www.westjet.com/en-ca/vacations> or <https://vacationbookings.westjet.com/>.
13. WestJet Vacations, through third-party travel agents, also enters into contracts remotely with British Columbians for purchasing WestJet Vacations' packages.

### **The Plaintiff's Circumstances**

14. On or about September 19, 2022, the Plaintiff booked a WestJet Vacations package for an all-inclusive vacation with her husband to Varadero, Cuba between December 19, 2022 to December 29, 2022 consisting of flights operated by WestJet Vacations' affiliate and a stay at Paradisus Princesa Del Mar.
15. WestJet Vacations, or its affiliate that operates the flights, cancelled the Plaintiff's outgoing flight on December 19, 2022 and did not transport the Plaintiff and her husband to the vacation destination.
16. WestJet did not inform the Plaintiff of her right under the B.C. *Business Practices and Consumer Protection Act* or Alberta *Consumer Protection Act* to cancel the vacation package and obtain a full refund.
17. WestJet Vacations issued a travel credit in the form of WestJet Dollars to the Plaintiff for WestJet Vacations' cancellation of the vacation package.
18. After numerous correspondences in 2023, WestJet Vacations refunded in cash the flight portion of the vacation packages but continued to withhold a cash refund for the hotel/resort accommodation portion of the vacation package.

### **WestJet Vacations' Terms and Conditions**

19. By way of example, WestJet Vacations includes various terms and conditions found at <https://www.westjet.com/en-ca/legal/travel-terms-conditions/westjet-vacations> (hereafter the "**WestJet Vacations Terms**") that imposes one-sided terms such as a term purporting to exclude almost all basis of liability as a "Force Majeure" situation:

### **Force majeure**

*WestJet Vacations shall not be liable for failure in the performance of any of its obligations, including without limitation, for any loss or damage resulting from any delay, cancellation, loss of personal belongings, illness, bodily injury, accident, death, deterioration of travel services, inconvenience, loss of enjoyment, disappointment or frustration, either mental or physical, due to:*

- *An act of God;*
- *A war, revolution, insurrection, riot, blockage or any other unlawful act against public order or authority, including an act of terrorism or threat thereof;*
- *Fire, flood, explosion, earthquake, epidemics, quarantine, pandemics, storm, lightning, tornado or adverse weather conditions generally;*
- *Accident to or failure of an aircraft or equipment used in connection therewith, loss of or hijacking of an aircraft, or any shortage of or inability to provide labour, fuel or facilities;*
- *Any strike, lock-out, labour dispute or other industrial disturbance whether involving WestJet or WestJet Vacations employees, the employees of its suppliers or others upon whom WestJet Vacations relies;*
- *Any government order, regulation, action or inaction or any failure to obtain the approval of a government authority having jurisdiction in the circumstances as may be required to the conduct of operations hereunder or any government or legal restraint upon such operation;*
- *Others upon whom WestJet Vacations relies for the performance of the whole or any part of any travel service hereunder;*
- *Any other causes beyond the reasonable control of WestJet Vacations and any other event not reasonably to be foreseen, anticipated or predicted, whether actual, threatened or reported, which may interfere with the operations of WestJet Vacations or of its suppliers.*

(the “**Force Majeure Clause**”).

20. In relation to refunds, WestJet Vacations also purported to impose a clause that:

*A full refund will not be given in situations where travel must be cancelled by WestJet Vacations for reasons which are beyond its control (Force Majeure or other situations) and where WestJet Vacations’ contractual obligations with its suppliers do not allow it to obtain reimbursement of the sums paid to the supplier on your behalf.*

[emphasis added] (the “**No Refunds Clause**”).

21. The Force Majeure Clause, No Refunds Clause, and/or other clauses within the WestJet Vacations Terms were designed to undermine the Class Members' statutory right to a refund when WestJet Vacations is unable or unwilling to fulfill the vacation packages and are one-sided in favour of WestJet Vacations (the "**Unfair Clauses**").
22. WestJet Vacations is the seller of the vacation package and reselling the flight and accommodation that makes up that vacation package.
23. WestJet Vacations is not paying suppliers on behalf of the customer. Rather, WestJet Vacations is paying those suppliers on its own behalf, in order to compile a package to resell to its customers.
24. When the vacations package of the Class Members (defined below) are cancelled by WestJet Vacations, or if the flight is cancelled by WestJet Vacations' affiliates, WestJet Vacations receives a full refund, full credit, or partial credit from the suppliers.
25. On the other hand, WestJet Vacations imposes a travel credit on the Class Members and keeps the monies paid by the Class Members for the vacation packages.

### **The Class Members and their Circumstances**

26. The Plaintiff brings this proposed class action on her own behalf and on behalf of:

All individuals that purchased, received, or acquired a WestJet Vacations package (consisting of at least a WestJet or WestJet Encore flight and a hotel/resort accommodation) for travel on or after September 18, 2022 and:

(a) reside in British Columbia; **or**

(b) reside in Canada, including British Columbia, and were issued a travel credit for their vacation package when the vacation package was cancelled by WestJet Vacations or when the flight was cancelled by the airline.

(the "**Class**" or "**Class Member(s)**").

27. It is estimated that the number of affected Class Members is at least in the thousands.

28. The Class Members are in the same or similar circumstances as the Plaintiff:

- a. WestJet Vacations does not have a license from Consumer Protection BC to do business with those Class Members residing in British Columbia.
- b. The WestJet Vacations Terms are largely uniform across the Class, regardless of where the Class Member resides.
- c. WestJet Vacations failed to inform the Class Members of their right to cancel the vacation packages under either the B.C. *Business Practices and Consumer Protection Act* or the *Alberta Consumer Protection Act* and obtain a full refund.
- d. WestJet Vacations deals with a small set of suppliers on standard terms that are the same or similar as one another.
- e. WestJet Vacations holds all the records regarding the cancellation of the Class Members' vacation packages.

## **Part 2: RELIEF SOUGHT**

1. The Plaintiff seeks an order pursuant to applicable provisions of the *Class Proceedings Act*, RSBC 1996, c 50 (“**CPA**”) including, but not limited to, ss. 2, 4 and 5-8:
  - a. certifying this action as a class proceeding;
  - b. defining the class as provided in paragraph 26 of Part 1 above, or another class definition that the Plaintiff may propose and that this Court approves;
  - c. appointing the Plaintiff as the representative plaintiff for the Class;
  - d. specifying that the period for opting-out shall be thirty (30) days;
  - e. specifying the relief sought by the Class is monetary compensation, damages, restitution and/or accounting for profits; and/or
  - f. setting out the common issues as specified in the Plaintiff’s notice of application for class action certification.
  
2. The Plaintiff claims, on her own behalf and on behalf of the Class Members residing in British Columbia the following relief:
  - a. a declaration that:
    - i. WestJet Vacations has provided services of a “travel agent” or “travel wholesaler” in British Columbia, without a license as required by the British Columbia *Business Practices and Consumer Protection Act*, SBC 2004, c. 2 [**BPCPA**];
    - ii. all contracts WestJet Vacations entered into with Class Members in B.C. are invalid due to illegality and WestJet Vacations has been unjustly enriched by the receipt of monies under such contracts;
    - iii. further, or in the alternative, WestJet Vacations entered into



“distance sales contracts” under the *BPCPA* with B.C. Class Members and Class Members that have not used their vacation packages are entitled to cancellations of their contracts under s. 49(1) of *BPCPA*;

- iv. Class Members that not opted-out of this class proceeding are deemed to have given notice for cancellations of their contracts under s. 49(1) of *BPCPA*
  - v. the Unfair Clauses constitute a waiver or release contrary to s. 3 of the *BPCPA* and is void;
  - vi. WestJet Vacations engaged in “deceptive acts or practices” or “unconscionable acts or practices” under the *BPCPA* in respect of the Unfair Clauses ; and/or
  - vii. further, or in the alternative, WestJet Vacations has breached the terms of the WestJet Vacations Terms;
- b. an Order against WestJet Vacations for restitution and/or restoration of monies under s. 172(3) of the *BPCPA*:
- i. For B.C. Class Members that have not used their vacation packages, all monies that were paid to WestJet Vacations less any credits that were used;
  - ii. For B.C. Class Members that have used their vacation packages in part, monies attributable to the unused portion of their vacation packages, less any credits that were used; and/or
  - iii. For B.C. Class Members that have used their vacation packages, all commissions, markups, or share of revenue for those vacation packages that were received by or attributable to WestJet Vacations;
- c. an Order against WestJet Vacations for payment of damages, including

damages under s. 171 of the *BPCPA*, nominal damages and/or punitive damages;

- d. an interim or permanent injunction enjoining WestJet Vacations from providing services of a “travel agent” or “travel wholesaler” to British Columbia consumers until WestJet Vacations obtain a license; and/or
  - e. an interim or permanent injunction enjoining WestJet Vacations from imposing the Unfair Clauses on consumers.
3. The Plaintiff claims, on her own behalf and on behalf of all Class Members the following relief:
- a. A declaration that:
    - i. WestJet Vacations entered into “internet sales contracts” under the *Alberta Internet Sales Contract Regulation*, Alta Reg 81/2001 with Class Members and Class Members that have not used their vacation packages are entitled to cancellations of their contracts under s. 6(2)(b) or 6(3) of the *Alberta Internet Sales Contract Regulation*;
    - ii. Class Members that have not opted-out of this class proceeding are deemed to have given notice of cancellations of their contracts under s. 6(2)(b) or 6(3) of the *Alberta Internet Sales Contract Regulation*;
    - iii. the Unfair Clauses constitute a waiver or release contrary to s. 2 of the *Alberta Consumer Protection Act* and is void;
    - iv. WestJet Vacations engaged in an “unfair practice” under the *Alberta Consumer Protection Act*, RSA 2000, c C-26.3 in respect of the Unfair Clauses ; and/or
    - v. further, or in the alternative, WestJet Vacations has breached the terms of the WestJet Vacations Terms;

- b. An Order under section 7 of the Alberta *Consumer Protection Act* that the Class Members may cancel their contract with WestJet Vacations and:
    - i. Class Members that have not opted-out are deemed to have given a notice of cancellation; and/or
    - ii. Dispensing with the requirement of notice pursuant to s. 7.2 of the *Alberta Consumer Protection Act*;
  - c. an Order against WestJet Vacations for payment of damages, including damages under s. 7-7.3, 13, and/or 17 of the *Alberta Consumer Protection Act*, nominal damages, and/or punitive damages.
4. An Order for accounting of profits and/or tracing of monies received by WestJet Vacations from the Class Members.
5. An Order pursuant to s. 29 for the *CPA* for the aggregate recovery of any monetary relief and use of any statistical evidence if necessary and permitted, and distribution to the Class.
6. An Order pursuant to s. 27 of the *CPA* directing that the determinations of the Class Members' claims be conducted in the most expeditious and just manner, with all necessary directions relating to the procedures to be followed in conducting such determinations.
7. An Order pursuant to s. 13 of the *CPA* and/or s. 10 of the *Law and Equity Act* that any action, claim proceeding, and/or complaint filed by a Class Member in any court, tribunal, or regulatory body regarding their vacation package shall be stayed pending determination of this class proceeding.
8. An Order that WestJet Vacations, in communications with a Class Member in respect of the subject matter of this proceeding, shall clearly advise the Class Member of the existence of this proposed class proceeding.
9. An Order that WestJet Vacations pay the costs of administering the plan for

distribution of the monetary recovery in this proceeding.

10. An Order for pre-judgment and post-judgment interest.

11. Such further and other relief as this Honourable Court deems just.

## **Part 3: LEGAL BASIS**

### **British Columbia Court Has Jurisdiction over WestJet Vacations**

1. WestJet Vacations is ordinarily resident in the province of British Columbia and does business in British Columbia. WestJet Vacations has nominated an agent in British Columbia upon whom process may be served generally and also having a place of business in the province of British Columbia.

[Court Jurisdiction and Proceedings Transfer Act](#), SBC 2003, c. 28, s. 7(b)(ii) and (c).

2. The courts in British Columbia have territorial competence over a person that is ordinarily resident in British Columbia.

[Court Jurisdiction and Proceedings Transfer Act](#), SBC 2003, c. 28, s. 3(d).

3. This Court has exercised jurisdiction in class actions involving travel providers that apply the same or similar contract terms with its customers, irrespective of the customers' residency.

[Bergen v WestJet Airlines Ltd.](#), 2021 BCSC 12 at paras. 57-60; upheld in [Trotman v. WestJet Airlines Ltd.](#), 2022 BCCA 22

### **WestJet Vacations Was Not Licensed Under the B.C. Travel Agency Laws**

4. Section 143 of the *BPCPA* prohibits persons from engaging in a designated activity unless they are either: (a) licensed to do so; or (b) exempt by regulation from being licensed.
5. Section 1.1 of the *Travel Industry Regulations*, BC Reg. 296/2004 designates the business of a "travel agent" and "travel wholesaler" as a designated activity under the *BPCPA*.

6. WestJet Vacations is in the business of a “travel agent” and/or “travel wholesaler” in British Columbia and failed to obtain a license for acting as a “travel agent” and/or “travel wholesaler.”
7. WestJet Vacations is not exempt from the licensing requirements under section 2 of the *Travel Industry Regulations*.
8. WestJet Vacations has breached section 143 of the *BPCPA*, and all of WestJet’s conduct in selling the vacations packages to British Columbians is not permitted by law.
9. Travel agents or travel wholesalers that are licensed in B.C. are required by law to contribute to a travel assurance fund that is administrated by Consumer Protection BC. Consumers that do not receive their travel services would be entitled to claim from that travel assurance fund. WestJet Vacations’ failure to be licensed in B.C. deprives the Class Members in B.C. of the protection from that assurance fund.
10. Travel wholesalers that are licensed in B.C. are also required by law to hold the customers’ monies in a trust account and can only be disbursed for very specific purposes only, and subject to regulatory oversight. WestJet Vacations’ failure to be licensed in B.C. effectively avoided the regulatory oversight on disbursement of monies, which permitted WestJet Vacations to withhold those monies from the Class Members in B.C.
11. Class Members residing in British Columbia are entitled to seek:
  - a. damages under s. 171 of the *BPCPA*;
  - b. an order for restoration of monies under s. 172(3) of the *BPCPA*;
  - c. rescission of their contracts under the doctrine of statutory illegality and a finding that the contracts are illegal and/or void; and/or
  - d. common law remedies including restitution for unjust enrichment, accounting for profits and/or punitive damages.

12. The Plaintiff and Class Members residing in British Columbia have been deprived of monies when they paid WestJet Vacations for services that WestJet Vacations was not licensed to provide.
13. There is no juristic reason for WestJet Vacations to retain any of the monies that were paid to WestJet Vacations. In particular, the statutory illegality negates, voids, or renders voidable any purported contractual basis for payment of the monies, and there is no juristic reason for WestJet Vacations to retain the monies.
14. As a result of WestJet Vacations' actions, WestJet Vacations has been unjustly enriched at the expense of the Plaintiff and the Class Members residing in British Columbia. The Plaintiff and Class Members residing in British Columbia are entitled to restitution of the benefits received by WestJet Vacations in relation to the vacation packages.
15. In the alternative, justice and good conscience require that WestJet Vacations disgorge to the Plaintiff and Class Members residing in British Columbia an amount attributable to the benefits received by WestJet Vacations in respect of the vacation packages.
16. WestJet Vacations' conduct in providing regulated services when it was prohibited from doing so by the *BPCPA* shows ignorance, carelessness, flagrant disregard, and/or gross negligence with respect to its obligations and the rights of consumers and would justify the award of punitive damages.

### **Cancellation of the Contracts with WestJet Vacations Pursuant to Consumer Laws**

17. The contracts between the Class Members and WestJet Vacations for purchase of the vacation packages are "distance sales contracts" under the *BPCPA* or "internet sales contracts" under the Alberta *Internet Sales Contract Regulation*.

18. Class Members are entitled to cancellation of their contracts with WestJet Vacations when WestJet Vacations failed to supply the travel services, pursuant to s. 49(1) of the *BPCPA* and/or s. 6(2)(b) or 6(3) of the Alberta *Internet Sales Contract Regulation*.
19. Pursuant to the *BPCPA* and/or *Internet Sales Contract Regulation*, WestJet Vacations must refund monies that were paid by the Class Members.
20. WestJet Vacations has failed to refund monies to the Class Members and, instead, imposed a voucher or credit on the Class Members.
21. WestJet Vacations' conduct in withholding refunds from the Class Members and/or failing to advise Class Members of their right to a refund shows ignorance, carelessness, flagrant disregard, and/or gross negligence with respect to its obligations and the rights of consumers and would justify the award of punitive damages.

### **The Unfair Clauses Are Contrary to Consumer Protection Laws in BC and Alberta**

22. The Class Members are "consumers" within the meaning of the British Columbia *BPCPA* and/or the Alberta *Consumer Protection Act*.
23. WestJet Vacations is a "supplier" within the meaning of the British Columbia *BPCPA* and/or the Alberta *Consumer Protection Act*.
24. WestJet Vacations' imposition of the Unfair Clauses are contrary to the Class Members' right to cancellation and refund, as detailed in paragraphs 17-21 of this Part, and constitutes a waiver or release under s. 3 of the British Columbia *BPCPA* and/or s. 2 of the Alberta *Consumer Protection Act*. The Unfair Clauses are void and are of no force and effect.



25. WestJet Vacations' imposition of the Unfair Clauses also constitute "deceptive acts or practices" or "unconscionable acts or practices", contrary to ss. 4-5 and 8-9 of the British Columbia *BPCPA* or otherwise an "unfair practice" under ss. 5-6 of the Alberta *Consumer Protection Act*.
26. WestJet Vacations knew or ought to have known that the Unfair Clauses were unfair or otherwise prejudicial to consumers. WestJet Vacations failed to specifically bring the Class Members' attention to these clauses before entering into the contracts for vacation packages.
27. Further, or in the alternative, per British Columbia *BPCPA*, s. 8(3)(e) or s. 6 of the Alberta *Consumer Protection Act*, in imposing the Unfair Clauses were, WestJet Vacations has subjected those Class Members to terms and conditions that were so harsh or adverse so as to be inequitable, or otherwise excessively one-sided.
28. As a result of the breaches of the British Columbia *BPCPA*, and in particular s. 8, the transactions between WestJet Vacations and the Class Members is not binding on those Class Members pursuant to British Columbia *BPCPA*, s. 10 and/or s. 7 of the Alberta *Consumer Protection Act*.
29. The Class Members have an interest in the monies received by WestJet Vacations for purchase of the vacation packages. Those monies were obtained in breach of ss. 4-5 and 8-9 of the British Columbia *BPCPA* or s. 5-6 of the Alberta *Consumer Protection Act*. The Class Members would have a right to make a claim for damages under s. 171 of the British Columbia *BPCPA* and/or ss. 7-7.3, 13, and 17 of the Alberta *Consumer Protection Act*.
30. As a result of WestJet Vacations' breach of the British Columbia *BPCPA*, the Class Members are entitled to a declaration under s. 172(1)(a) of the British Columbia *BPCPA*, an injunction under s. 172(2) of the British Columbia *BPCPA*, and a restoration order under s. 172(3)(a) of the British Columbia *BPCPA*.
31. WestJet Vacations' conduct in imposing the Unfair Clauses on the Class Members shows ignorance, carelessness, flagrant disregard, and/or gross negligence with

respect to its obligations and the rights of consumers and would justify the award of punitive damages.

**WestJet Vacations Breached the WestJet Vacations Terms**

32. WestJet Vacations' agreement with some or all of its suppliers provide that WestJet Vacations or its affiliate is entitled to a full refund, full credit, or partial refund or credit in the event of a cancellation of a vacation package.

33. Despite receiving a full refund, full credit, or partial refund or credit from its suppliers, WestJet Vacations failed to provide that refund to the Class Members.

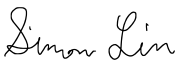
Plaintiff's address for service: Evolink Law Group  
**ATTN: Simon Lin**  
237-4388 Still Creek Drive  
Burnaby, BC V5C 6C6

Email address for service: [simonlin@evolinklaw.com](mailto:simonlin@evolinklaw.com)

Place of trial: New Westminster, BC

The address of the registry is: Begbie Square  
651 Carnarvon Street  
New Westminster, BC

Dated: September 18, 2024

  
\_\_\_\_\_  
Signature of lawyer for plaintiff, Simon Lin

Rule 7-1(1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

- (a) prepare a list of documents in Form 22 that lists
  - (i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and
  - (ii) all other documents to which the party intends to refer at trial, and
- (b) serve the list on all parties of record.

## APPENDIX

**Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:**

A class action for breach of consumer protection laws and/or travel agency laws.

**Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:**

A personal injury arising out of:

- a motor vehicle accident
- medical malpractice
- another cause

A dispute concerning:

- contaminated sites
- construction defects
- real property (real estate)
- personal property
- the provision of goods or services or other general commercial matters
- investment losses
- the lending of money
- an employment relationship
- a will or other issues concerning the probate of an estate
- a matter not listed here

**Part 3: THIS CLAIM INVOLVES:**

- a class action
- maritime law
- Aboriginal law
- constitutional law
- conflict of laws
- none of the above
- do not know

**Part 4:**

1. *Court Order Interest Act*, R.S.B.C. 1996, c. 79
2. *Business Practices and Consumer Protection Act*, SBC 2004, c. 2