

No. S014583
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

GERRI ANDREWS

PLAINTIFF

AND:

AIR CANADA and
AIR CANADA REGIONAL INC. d.b.a. AIRBC

DEFENDANTS

Brought pursuant to the Class Proceedings Act, RSBC, 1996, c. 50

AMENDED STATEMENT OF CLAIM

1. The Plaintiff, Gerri Andrews, is retired, and lives at #16, 11880 82nd Avenue, Delta, British Columbia.
2. The Defendant, Air Canada is an airline, who is federally incorporated, and has a registered office at 2700 – 700 West Georgia Street, Vancouver, British Columbia.
3. The Defendant, Air Canada Regional Inc. d.b.a AIRBC is an airline, who is federally incorporated, and has a registered office at Suite 1700 Park Place, 666 Burrard street, Vancouver, British Columbia.
4. From May 1, 1980, to December 1, 1995, the Plaintiff worked as a Secretary for the Defendants and each of them.

5. On December 1, 1995, the Plaintiff was offered an early retirement package.
6. The terms of the early retirement package were contained in a written agreement, signed by the Plaintiff on January 8, 1996.
7. One of the terms of the written agreement called for the Plaintiff to receive “Full retirement pass privileges.”
8. The Plaintiff accepted the offer of early retirement in order to obtain the various benefits contained in the written agreement, including “Retirement Pass Privileges.”
9. The “Retirement Pass Privileges” entitled the Plaintiff to various free or discounted personal airline travel for the Plaintiff, her spouse, and dependants, on Air Canada or Air Canada Regional flights, as well as reduced-cost travel on other airlines, a benefit known in the airline industry as “Interline Travel”, all of which was valuable to the Plaintiff and was part of the inducement to accept early retirement.
 - 9.1 The terms of the early retirement package as accepted by the Plaintiff formed a binding contract between the Plaintiff and Defendant.
10. Between 1996 and 2001 the Plaintiff used and relied on the benefits of the “Retirement Pass Privileges.”
11. On or about March 19, 2001, the Plaintiff received a letter unilaterally reducing to a material degree the “Retirement Pass Privileges” by, *inter alia*, taking away interline travel.
 - 11.1 The Defendants’ unilateral reduction of the Travel Benefit by taking from the Plaintiff Interline Travel was a wrongful breach of the Defendants’ contractual obligations under the Retirement Package.

11.2 The Defendant's wrongful breach of contract has caused and continues to cause the Plaintiff loss and damage.

11.3 The Plaintiff is aware of other former employees of the Defendants who accepted a similar Retirement Package with an identical or substantially similar Travel Benefit, including Interline Travel, the contractual terms of which have been similarly breached by the Defendant.

11.4 The Defendants' breach of its contractual obligations in similar Retirement Packages raises the same common issues as the issues in the present action.

12. The Plaintiff seeks to represent the following class of persons:

- (a) All persons who were offered early severance or retirement packages that included "Retirement Pass Privileges" and who have had the privileges unilaterally reduced or eliminated by one or both of the Defendants.

13. Particulars of the loss and damages suffered by the Plaintiff include:

- (a) The financial loss of the full "Retirement Pass Privileges," being the difference between the past and future financial value of the privileges promised to the Plaintiff as part of her early retirement package, versus the substantially reduced financial value of the privileges actually provided.

13.1. The Defendant unilaterally changed the terms of the severance and retirement packages in a high-handed and arrogant manner. The sudden, harsh, and malicious manner of the change and the bad faith unilateral modification of the retirement package warrants the imposition of punitive and exemplary damages to punish the Defendant, and deter the Defendant from engaging in similar behaviour. The plaintiff pleads punitive and exemplary damages.

13.2. The defendant took something away from the Plaintiff that the Plaintiff had used and relied on for years. Further, the Plaintiff accepted a lower salary throughout her career, and took early retirement with the knowledge that upon retiring she would be free to travel the world both for pleasure and to visit friends and loved ones. The Defendant's removal of the Plaintiff's ability to realize her dream has caused the Plaintiff damages above and beyond what can be compensated for by ordinary damages. The plaintiff pleads aggravated damages.

14. The Plaintiff claims, on her own behalf, and on behalf of the Class:

- (a) an order certifying the proceeding as a class proceeding;
- (b) past and future special damages;
- (c) specific performance of the contract;
- (c.1) punitive and exemplary damages;
- (c.2) aggravated damages;
- (c.3) damages
- (d) costs pursuant to s. 37(2) of the Class Proceedings Act, RSBC 1996, c. 50;
- (e) interests pursuant to the Court Order Interest Act, RSCB 1996, c. 79; and
- (f) such further and other relief as to this Honorable Court may seem just.

PLACE OF TRIAL: Vancouver, British Columbia.

Dated at Surrey, British Columbia, this 14th day of August, 2001

SOLICITOR FOR THE PLAINTIFF.

This AMENDED STATEMENT OF CLAIM is filed and served by David A. Klein of the firm of Klein, Lyons, Barristers and Solicitors, whose place of business and address for service and delivery is at 1100 – 1333 West Broadway, Vancouver, B.C. V6H 4C1.
Telephone: (604) 874-7171. Fax: (604) 874-7180.