

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

SONIA CATHERINE MARIE HALBERT

PLAINTIFF

AND:

AIR CANADA

DEFENDANT

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

AMENDED STATEMENT OF CLAIM

1. The Plaintiff, Sonia Catherine Marie Halbert, is a retired administrative support worker for Canadian Airlines, and resides at 285 – 192 Street, RR #6, in the City of Surrey, in the Province of British Columbia.
2. The Defendant, Air Canada, is an airline, and is federally incorporated, with registered offices at 2700 – 700 West Georgia Street, in the City of Vancouver, in the Province of British Columbia.
3. In or about January 2000, the Defendant acquired operational control of Canadian Airlines and thereby became responsible for its liabilities and obligations.
4. The Plaintiff was employed by Canadian Airlines from September 20, 1987 to August 31, 2000.
5. In or about August 2000 the Plaintiff entered into a retirement agreement with Canadian Airlines (the “Retirement Agreement”).

6. The terms of the Retirement Agreement were set out in a letter sent to the Plaintiff by Canadian Airlines and dated August 30, 2000.

7. One of the terms of the Retirement Agreement granted to the Plaintiff lifetime travel privileges (the "Travel Benefit").

8. The Travel Benefit permitted the Plaintiff reduced-cost airline travel on Canadian Airlines, as well as reduced-cost travel on other airlines, a benefit known in the airline industry as "Interline Travel".

9. The Retirement Agreement ensured the lifetime continuation of the Travel Benefit, including Interline Travel.

10. The Plaintiff accepted the terms of the Retirement Agreement in order to obtain the benefits offered, including the Travel Benefit and Interline Travel.

11. The terms of the Retirement Package as accepted by the Plaintiff formed a binding contract between the Plaintiff and Defendant.

12. The Plaintiff used and relied on the Travel Benefit, including Interline Travel.

13. On or about September 15, 2000 the Defendant unilaterally and to a material degree reduced the Travel Benefit by, inter alia, taking away Interline Travel.

14. The Defendant's unilateral reduction of the Travel Benefit by taking from the Plaintiff Interline Travel was a wrongful breach of the Defendant's contractual obligations under the Retirement Package.

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

16. The Plaintiff is aware of other former employees of the Defendant 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.

17. The Defendant's breach of its contractual obligations in similar Retirement Packages raises common issues as the issues in the present action.

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

- (a) All former Canadian Airline employees who accepted a Retirement Agreement with a Travel Benefit subsequently reduced by the Defendant.

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

- (a) The financial loss of the Travel Benefit, being the difference between the past and future financial value of the Travel Benefit contracted for by the Plaintiff as a term of the Retirement Agreement, versus the financial value of the Travel Benefit as reduced by the Defendant.

19.1 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.

19.2 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.

20. The Plaintiff claims, on his 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;
- (c.1) punitive and exemplary damages;
- (c.2) aggravated damages;
- (d) damages;
- (e) costs pursuant to s.37(2) of the *Class Proceedings Act*, RSBC 1996, c. 50;
- (f) interest pursuant to the *Court Order Interest Act*, RSCB 1996, c. 79;
- (g) 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 5th day of September, 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.
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