

2017 05 23

Statement from Donald M. Shakell supporting Orillia Small Claims Court action with SkiCan and Air Canada

I, Donald M. Shakell do swear the after mentioned information is accurate and describes the issues brought forward on behalf of myself and my Wife Paisley Ann Shakell. When I write "I" in the following statement it refers to my Wife and I collectively.

To whom it may concern:

I am finally well enough to complete this claim after being ill for over 5 weeks due to the SkiCan/Air Canada breach of contract.

I booked a ski vacation to Sun Peaks, British Columbia on December 1/16 through SkiCan. I booked this vacation through SkiCan as I have for the last 20 years. As I am prone to motion sickness and vertigo, I ALWAYS purchase and pay for preselected premium seats over the wing in order to avoid any possibility of motion sickness or vertigo due to turbulence on the flight. I have done this for the last 40 years! And have been most successful doing so. The agent for SkiCan was David House and he, both orally and in writing (I have written documented emails as proof) confirmed that the premium allocated seats were RESERVED for us. There was NEVER any mention of any possibility that Air Canada would breach their contract and not provide the contracted for seats reservation.

Two years ago, I did the same- booked and paid for premium seats on my vacation- once again with SkiCan to Sun Peaks- to SunPeaks was fine but my premium seats were NOT provided on the return flight. Fortunately for all, the flight was smooth and I was not sick with turbulence due to Air Canada denying me the seats that I purchased and paid for months in advance. It took several months for Air Canada to refund my payment for premium seats after first denying my complaint of contract breach.

On February 16/17, I received a copy of my itinerary from David House of Skican, that included my preselected, reserved, paid for, and contracted seats.

On February 17/17, I attempted to go online to check my reservation seats and was not able to access any information on the reserved seats as they could NOT be changed as they were RESERVED SEATS!

I, in anticipation of a possible miscommunication between SkiCan and Air Canada, and based on the Air Canada breach two years ago, on February 28, 2017 called Air Canada, waited the customary 30 minutes on hold, and asked if ALL of the confirmation for reserved premium seats that I and Air Canada contracted for was in place and that there would be ZERO chance of errors that might affect my vacation. I spoke with M. Fallon at Air Canada. My reservation SMHW8M was indeed reserved and committed according to Air Canada. There was NEVER any caution or discussion that the contracted for, paid for premium selected seats were not nor may not be available.

On March 1/17 we drove from our home in Orillia, Ontario to Pearson Airport in anticipation of a vacation that was well deserved. We checked in at Valet ParkNFly and were shuttled to the airport. Obviously there was no reason to pre-board or other as we had contracted for, reserved, preferred seating and I had the written confirmation with me that even identified the seat allocation.

We then approached the desk at Air Canada in the terminal as we have done for the last 20 years. The agent took our information and issued the boarding passes for seats other than those that were contracted for, reserved, preferred seating and I showed her the WRITTEN CONFIRMATION! She advised those seats were "no longer available". I, became very agitated and advised that "I want the seats that I paid for!" She again advised that "I am sorry but those seats are no longer available". At that point my wife advised that "I am not moving from this spot until we get the seats that we paid for!" I advised the agent to get a supervisor as we were not moving until something was done to get us our contracted for, reserved, preferred seating. The agent summoned a supervisor and that supervisor advised that "Those seats are no longer available". I in return was very abrupt and told her loudly that we were going to have our "fucking seats" that we paid for NOW! She then issued us two blank non-allocated boarding passes and advised that the agents at the Gate would adjust the seating to comply with our contracted for, reserved, preferred seating that we had proof of booking.

WHEN WE GOT TO THE GATE LATE, THE AGENT GAVE US BOARDING PASSES FOR THE 39TH ROW! In the most potentially turbulent seats in the entire aircraft. Our luggage and skis (which I paid premium for again) were already on the aircraft so very reluctantly we walked PAST THE SEATS THAT WE PAID FOR and sat in our seats that Air Canada DICTATED that we should sit in. What an authoritarian attitude for a company to have! To hell with any commitment or contract- we do what we want to do!

As a result of the authoritarian designation of seats under objection from us, I became really motion sick about half of the way to Calgary due to excessive turbulence! When we landed in Calgary, I could hardly walk due to the motion sickness from being placed in the tail section of the aircraft.

This sickness continued for the trip over to Kamloops and then to Sun Peaks.

I hoped I could recover in order to enjoy at least some of my vacation and rested and did not ski the next day, March 2/17.

On March 3/17 I attempted to ski and was really ill, but got about two hours on hill before I had to return to my room at the Grand. This sickness continued and I spent about 20 hours per day IN MY ROOM! For the next two days and nights.

At 6:31 am B.C. time Sunday, I wrote an email to David House at SkiCan to get me out of the nightmare vacation and get me home as I was violently ill!

David attempted to change our departure date but of course Air Canada wanted 1400.00 to change the date that was ALL caused by Air Canada authoritarianism.

After David advised me that there would be a 1400.00 charge and again, I would NOT have guaranteed preferred seating, I declined as I may have spent more money for more of the same as Air Canada are slime and will not honor their commitment.

There were several calls subsequent to Shandelle at SkiCan and to Air Canada in an attempt to get me back home to recover from the illness caused by Air Canada- we even looked into charter of a private jet! I was soooo ill with vertigo and dizziness, that I actually thought I was going to die! AND I WANTED TO!! Bastards!!

Eventually, my wife went on line and upgraded to Business Class in hopes that paying another \$2000.00 might assure us of reserved seating. The only concern that Air Canada provided through the entire issue was the call I received from Air Canada security when I told the Agent at Air Canada that I would rip the monitor off of the Air Canada desk if my seats paid for, upgraded, contracted for, were declined again. I suggested to the security officer that it was up to Air Canada to provide the seats that once again were CONTRACTED for, paid for and reserved in order to keep the peace. I was so ill that NOTHING mattered to me as far as rules or regulations and I was being TORMENTED by Air Canada. I didn't care about anything or anyone as I was so ill!!!

We attended the airport and actually got the reserved seats that we contracted for.

As a result, my/our entire vacation was destroyed by Air Canada and I am seeking compensation for the breach by Air Canada- you cannot take money for a service or product and then breach that contract without being liable for any occurrences that ensued from that breach.

Accordingly, I seek damages as follows:

SkiCan Payment for entire vacation	\$4957.06
Air Canada luggage fees March 1/17	39.55
	39.55
	28.25
	28.25

Upgrade to Business Class March 7/17	911.91
	911.91
Pain and suffering re Don Shakell	5,000.00
Punitive damages	10,000.00
Total claimed	\$21,916.48

Dated 2017 05 23

Donald M. Shakell

Paisley Ann Shakell

** I AM CONTINUING TO EXPERIENCE THE AFTER EFFECTS OF THIS MISTREATMENT BY AIR CANADA*

*DON SHAKELL
MAY 31 / 18*

