

COPY

2025 01G 0990

SUPREME COURT OF NEWFOUNDLAND AND LABRADOR  
GENERAL DIVISION

BETWEEN:

EMMA BRIDGEMAN

PLAINTIFF

AND:

AIR CANADA

FIRST DEFENDANT

AND:

PROVINCIAL AEROSPACE LTD

SECOND DEFENDANT

AND:

ST. JOHN'S INTERNATIONAL AIRPORT  
AUTHORITY

THIRD DEFENDANT

BROUGHT UNDER THE *CLASS ACTIONS ACT*, SNL 2001, c C-18.1

STATEMENT OF CLAIM

**Overview**

1. This is a proposed class action brought against Air Canada, Provincial Aerospace Ltd, and the St. John's International Airport Authority by proposed representative plaintiff, Emma Bridgeman, for damages arising from a crash landing which occurred on Air Canada Flight 2259.
2. Further to paragraph 1, Flight 2259 departed from St. John's International Airport on December 28<sup>th</sup>, 2024 and crash landed at Halifax Stanfield International Airport at approximately 9:30 PM on the same date.
3. There were 73 passengers on board Flight 2259 when it crashed.

## **The Proposed Class**

4. The proposed representative Plaintiff brings this action on her own behalf and on a class consisting of two subclasses:

Class A: All persons ordinarily residing in the Province of Newfoundland and Labrador who were passengers of Air Canada Flight 2259 which crashed at Stanfield International Airport in Halifax, Nova Scotia, at approximately 9:30 P.M. Atlantic Time on December 28<sup>th</sup>, 2024.

Class B: All persons ordinarily residing outside of the Province of Newfoundland and Labrador who were passengers of Air Canada Flight 2259 which crashed at Stanfield International Airport in Halifax, Nova Scotia, at approximately 9:30 P.M. Atlantic Time on December 28<sup>th</sup>, 2024.

## **Proposed Representative Plaintiff**

5. Emma Bridgeman is a resident of the Town of Paradise, in the Province of Newfoundland and Labrador. At all material times, she was a member of Class A. Her address for service is c/o Bob Buckingham Law, St. John's, NL A1C 1T2.
6. The Plaintiff is a rugby coach and was travelling from St. John's to Halifax with her team. She was sitting in the aisle seat, row 13, on the port side of the airplane. She states that when the plane first touched the runway in Halifax, she knew something was wrong with the plane. She heard a loud noise and the plane began to vibrate. She saw the left side of the plane touch the runway and saw a fire start outside her row's window.
7. The Plaintiff states that the plane was able to stop, and smoke began filling the cabin. The flight crew were visibly anxious. Passengers were panicked and tearful. Within approximately seven minutes, the Plaintiff and other passengers were able to disembark by jumping to the ground from the plane's door. All passengers were left on the runway without shelter or assistance for approximately an hour. Most did not have adequate clothing for the freezing temperatures. The Plaintiff was wearing a sweatshirt and pants.

8. The Plaintiff states that since the crash described above, she has suffered psychological injuries including anxiety and a fear of flying. She states these injuries were caused solely by the conduct of the Defendants herein and she seeks compensation from them.

### **The Defendants**

9. The First Defendant, Air Canada, is a body corporate incorporated under the *Canada Business Corporations Act* on August 25, 1988. At all material times Air Canada was the air carrier responsible for the conduct of Air Canada Flight 2259. Its registered office in Newfoundland and Labrador is Stewart McKelvey, P.O. Box 5038, Suite 1100 Cabot Place, 100 New Gower Street, St. John's, NL Canada, A1C 6K3.
10. The Second Defendant, Provincial Aerospace Ltd. (PAL), is a body corporate under the *Canada Business Corporations Act* as of January 2<sup>nd</sup>, 2015. At all material times, PAL was operating Air Canada Flight 2259 and was the owner of the aircraft involved in the crash. Its registered office in Newfoundland and Labrador is Cox & Palmer, Suite 1000, Scotia Centre, 235 Water Street, St. John's, NL Canada, A1C 1B6.
11. The Third Defendant, St. John's International Airport Authority, is a body corporate under the *Canada Not-for-Profit Corporations Act* as of March 27<sup>th</sup>, 2014. At all material times, the Airport Authority was the owner of the St. John's International Airport, and responsible for ensuring the airport's runways remained in proper condition, and had assumed responsibility of the management, operation and development of the airport. At all material times, the Airport Authority was responsible for providing airport services including ensuring that it provided adequate monitoring services to departing planes. The Third Defendant's Address for service is 100 World Parkway, St. John's, NL A1A 5T2.

### **Facts**

12. On the evening of December 28<sup>th</sup>, 2024, Flight 2259, a De Havilland DHC-8-402 aircraft, departed St. John's International Airport. While departing, one of the plane's left tires blew.
13. According to a statement by the Transportation Safety Board of Canada, when the plane attempted to land in Halifax, the imbalance caused by the blown tire produced a vibration

that caused the left main landing gear stabilizer brace to become unlocked and allowed the left main landing gear to collapse. As the landing gear collapsed, the left propeller contacted the runway surface, resulting in a fire in the left engine.

14. Smoke from the engine fire entered into the plane's cabin while passengers and crew remained on board. Crew and passengers were panicked as they attempted to escape. Passengers were able to escape by jumping from the plane's door onto the runway.
15. Passengers were then left stranded on the runway in the dark and cold, many without adequate clothing, for approximately one hour before assistance was provided.

### **Causes of Action against Air Canada**

16. Air Canada entered into contracts of domestic carriage with each class member, including the proposed representative Plaintiff.
17. Air Canada is liable to class members in negligence. Air Canada owed a duty of care to class members and its conduct fell below the reasonable standard of care required of it under the circumstances. As a result of this negligence, class members sustained damages for which they are entitled compensation.
18. Particulars of the negligence of Air Canada presently known to the proposed representative plaintiff include:
  - a. inadequately ensuring proper training of the flight crew on the procedures for the air craft, including in particular the procedures for landing the aircraft in the conditions present on or near the runway at the time of the crash, and the procedures necessary to detect that the aircraft had suffered a tire failure during departure from St. John's;
  - b. failing to evaluate, assess, review or otherwise oversee whether PAL abided by the terms and conditions of the capacity purchase agreement between Air Canada and PAL;
  - c. ignoring and not complying with Canadian Aviation Regulations (CARs) which requires the implementation of an SMS to identify, assess and mitigate operational risks; and

- d. failing to provide a proper safety management system as required under the CARs.
19. Air Canada is also vicariously liable for all loss or damage caused by the flight crew. Particulars of the recklessness and/or negligence of the flight crew presently known to the Plaintiff(s) include:
- a. operating the aircraft in such a manner to cause the tire to blow upon departure;
  - b. failing to notice the blown tire and failing to abort take off from St. John's;
  - c. operating the aircraft in such a manner to cause the crash upon landing;
  - d. operating the aircraft when they knew or ought to have known that there were problems associated with the mechanical, electronic, or computerized controls or other instruments;
  - e. operating the aircraft without due care and skill despite knowing that damage and injury would probably result;
  - f. choosing to attempt to land when they knew or ought to have known that it was unsafe to land due to the failed tire; and
  - g. such other negligence as it may become known.

**Causes of Action against Provincial Aerospace Ltd.**

20. PAL entered into contracts of domestic carriage with each class member, including the proposed representative Plaintiff(s).
21. PAL is liable to class members in negligence. PAL owed a duty of care to class members and its conduct fell below the reasonable standard of care required of it under the circumstances. As a result of this negligence, class members sustained damages for which they are entitled compensation.

22. Particulars of the negligence of PAL presently known to the proposed representative plaintiff(s) include:

- a. inadequately ensuring proper training of the flight crew on the procedures for the air craft, including in particular the procedures for landing the aircraft in the conditions present on or near the runway at the time of the crash, and the procedures necessary to detect that the aircraft had suffered a tire failure during departure from St. John's;
- b. failing to abide by the terms and conditions of the capacity purchase agreement between Air Canada and PAL;
- c. ignoring and not complying with Canadian Aviation Regulations (CARs) which requires the implementation of an SMS to identify, assess and mitigate operational risks; and
- d. failing to provide a proper safety management system as required under the CARs.

23. PAL is also vicariously liable for all loss or damage caused by the flight crew. Particulars of the recklessness and/or negligence of the flight crew presently known to the Plaintiff(s) include:

- a. operating the aircraft in such a manner to cause the tire to blow upon departure;
- b. failing to notice the blown tire and failing to abort take off from St. John's;
- c. operating the aircraft in such a manner to cause the crash upon landing;
- d. operating the aircraft when they knew or ought to have known that there were problems associated with the mechanical, electronic, or computerized controls or other instruments;
- e. operating the aircraft without due care and skill despite knowing that damage and injury would probably result;
- f. choosing to attempt to land when they knew or ought to have known that it was unsafe to land due to the failed tire; and
- g. such other negligence as it may become known.

### **Causes of Action against the St. John's International Airport Authority**

24. The Airport Authority is liable to class members in negligence. The Airport Authority owed a duty of care to the Plaintiffs. Its conduct fell below the reasonable standard of care expected of it under the circumstances, as a result of which the Plaintiffs sustained damages.
25. Particulars of the negligence of the Airport Authority presently known to the Plaintiffs include:
  - a. offering a runway to the First and Second Defendants without due consideration to all factors for ensuring safe runway use;
  - b. inadequately and incompletely installing, maintaining, a runway lighting system to ensure adequate visibility for pilots in conditions such as those prevailing at the time of the crash;
  - c. conducting inadequate and unsafe operations by not ensuring the condition of the runway was such to ensure planes could depart safely without damaging the aircraft;
  - d. failing to close to the runway when maintenance crews could no longer ensure the runway was serviceable and safe for aircraft use;
  - e. failing to implement proper monitoring systems to notify the departing Flight 2259 that its tire had failed prior to its take off; or failing to notify Flight 2259 while it was in transit that its tire had failed so that the flight crew could make any necessary modifications to its landing at Halifax.

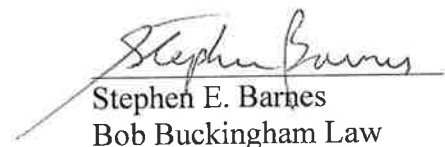
### **Relief Sought**

26. The Plaintiffs repeat the foregoing and seek the following relief on their own behalf and on behalf of the proposed Class:
  - a. an order pursuant to the Class Actions Act certifying this action as a class action and naming the Plaintiff as Representative Plaintiff for the Class;
  - b. costs of providing appropriate notice to Class Members and administering this proposed class action for their benefit;

- c. an order for an aggregate monetary award pursuant to section 29 of the Class Actions Act, assuming the Court finds it appropriate to award an aggregate award;
- d. special damages;
- e. general damages;
- f. aggravated damages;
- g. punitive damages;
- h. interest under the Judgment Interest Act;
- i. costs as may be awarded; and
- j. such further and other release as Counsel for the Plaintiff may seek and this Honourable Court deems just.

27. The Plaintiff seeks to have the action in this matter tried before the Supreme Court of Newfoundland and Labrador, General Division, sitting at St. John's, Newfoundland and Labrador.

**DATED AT** the City of St. John's, in the Province of Newfoundland and Labrador, this 3rd day of February, 2025.

  
Stephen E. Barnes  
Bob Buckingham Law  
Solicitor for the Plaintiff  
Whose address for service is:  
81 Bond Street  
St. John's, NL A1C 1T2

TO:

**The First Defendant**  
**Air Canada**  
Stewart McKelvey  
P.O. Box 5038, Suite 1100 Cabot Place  
100 New Gower Street  
St. John's, NL. A1C 6K3



AND TO:

**The Second Defendant  
Provincial Aerospace Ltd.**

Cox & Palmer  
Suite 1000, Scotia Centre  
235 Water Street  
St. John's, NL, A1C 1B6.

AND TO:

**The Third Defendant  
St. John's International Airport Authority**

100 World Parkway  
St. John's, NL A1A 5T2

ISSUED AT the City of St. John's, in the Province of Newfoundland and Labrador this 3  
day of Feb, 2025.

  
COURT  
OFFICER

2025 01G 0990  
SUPREME COURT OF NEWFOUNDLAND AND LABRADOR  
GENERAL DIVISION

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AIR CANADA

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AND:

PROVINCIAL AEROSPACE LTD.

SECOND DEFENDANT

AND:

ST. JOHN'S INTERNATIONAL AIRPORT  
AUTHORITY

THIRD DEFENDANT

BROUGHT UNDER THE *CLASS ACTIONS ACT*, SNL 2001, c C-18.1

**NOTICE TO DEFENDANTS**

You are hereby notified that the plaintiff may enter judgment in accordance with the statement of claim or such order as, according to the practice of the Court, the plaintiff is entitled to, without any further notice to you unless within ten days, after service hereof upon you, you cause to be filed in the Registry of the Supreme Court of Newfoundland and Labrador at 309 Duckworth Street, St. John's, Newfoundland and Labrador, a defence and unless within the same time a copy of your defence is served upon the plaintiff or the plaintiff's solicitors' stated address for service.

Provided that if the claim is for a debt or other liquidated demand and you pay the amount claimed in the statement of claim and the sum of \$\_\_\_\_\_ (such sum as may be allowed on taxation) for costs to the plaintiff or the plaintiff's solicitors within ten days from the service of this notice upon you, then this proceeding will be stayed.

TO:

**The First Defendant**

**Air Canada**

Stewart McKelvey

P.O. Box 5038, Suite 1100 Cabot Place

100 New Gower Street

St. John's, NL. A1C 6K3

AND TO:

**The Second Defendant  
Provincial Aerospace Ltd.**

Cox & Palmer  
Suite 1000, Scotia Centre  
235 Water Street  
St. John's, NL, A1C 1B6.

AND TO:

**The Third Defendant  
St. John's International Airport Authority**

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AFFIDAVIT OF SERVICE

I, \_\_\_\_\_ of \_\_\_\_\_, in the Province of Newfoundland and Labrador, make oath and say as follows:

1. On \_\_\_\_\_ at \_\_\_\_\_ A.M/P.M., I served \_\_\_\_\_ with the Statement of Claim by leaving a copy with \_\_\_\_\_ at \_\_\_\_\_.

2. I was able to identify the person by means of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

SWORN TO at the City of St. John's, in the Province of Newfoundland and Labrador, this \_\_\_\_ day of \_\_\_\_\_, 2024, in the presence of:

\_\_\_\_\_

\_\_\_\_\_