

AIR 
PASSENGER
 RIGHTS

Halifax, NS

lukacs@AirPassengerRights.ca

March 1, 2016

UNDER PROTEST

VIA EMAIL

The Secretary
Canadian Transportation Agency
Ottawa, ON K1A 0N9

Dear Madam Secretary:

**Re: Mr. Christopher C. Johnson and Dr. Gábor Lukács v. Air Canada
Application concerning failure to apply the tariff and application of terms and conditions not set out in the tariff and with respect to delayed passengers
Case No.: 15-05627
Confidentiality and non-disclosure undertaking**

Enclosed please find the “Confidentiality and non-disclosure undertaking” signed by the Applicants, as per Decision No. LET-C-A-6-2016 of the Agency, dated February 24, 2016.

The Applicants have complied with Decision No. LET-C-A-6-2016 under protest. Notwithstanding signing the “Confidentiality and non-disclosure undertaking,” the Applicants reserve their right to seek leave to appeal from Decision No. LET-C-A-6-2016 of the Agency pursuant to s. 41 of the *Canada Transportation Act* after the release of the Agency’s final decision in the present proceeding. Furthermore, the Applicants reserve their right to argue before the Federal Court of Appeal that Air Canada would suffer no specific and/or direct harm from the public disclosure of the document(s) in question.

Dr. Gábor Lukács
Co-applicant and
representative for Mr. Johnson

UNDER PROTEST

March 1, 2016

Page 2 of 4

Cc: Mr. Jean-Francois Bisson-Ross, Counsel - Litigation, Air Canada
(Jean-Francois.Bisson-Ross@aircanada.ca)

Kerianne Wilson, Counsel - Regulatory & Litigation, Air Canada
(kerianne.wilson@aircanada.ca)

Enclosed: Signed “Confidentiality and non-disclosure undertaking”

IN THE MATTER OF:

**Application by Christopher Johnson and Gábor Lukács against Air Canada
before the Canadian Transportation Agency
File no 15-05627**

CONFIDENTIALITY AND NON-DISCLOSURE UNDERTAKING

We, Christopher Johnson, and Gábor Lukács (in his role of co-applicant as well as representative for Mr Johnson), (hereinafter the “Applicants”, jointly and severally in this Confidentiality and Non-Disclosure Undertaking) in the above-noted Matter, have been granted, by the Canadian Transportation Agency (the “Agency”), in its decision LET-C-A-6-2016, dated February 24, 2016, access on certain terms and conditions to Air Canada’s Document A-2, confidentially filed in the Agency’s record.

The Document A-2 and the information it contains therein, so designated by the Agency has been clearly identified as confidential and we confirm that we have been advised and are aware of the specific confidential information to which we are being granted access and to which this undertaking relates (hereinafter the “Confidential Information”).

We acknowledge and agree that the Confidential Information is owned by and, notwithstanding disclosure to me, shall remain the property of Air Canada.

In consideration for being granted access to, and the disclosure to us of, the Confidential Information, we undertake:

- a) to use the Confidential Information only for, and exclusively in respect of, pleading procedures and submissions we are required/entitled to perform in respect of this Matter;
- b) to ensure that any reference to the Confidential Information when referenced in any pleadings or submissions made by either one of us to the Agency is marked as confidential and treated as confidential at all times;
- c) not to divulge the Confidential Information to any other person whomever, unless specifically so authorized by the Agency and only under such terms and conditions as may be imposed by the Agency;
- d) not to reproduce, in any manner whatsoever, the Confidential Information;
- e) to keep confidential and protect the Confidential Information by keeping the Confidential Information at all times secured and under our control;
- f) at the end of the proceedings with respect to this Matter or as may be otherwise directed by the Agency, to return to the Agency all the Confidential Information as well as, without limitation, all documents, notes, charts, analysis and memoranda created by the Applicants and based on, referring to or containing the Confidential Information (hereinafter the “Related Documents”) or

to destroy such Confidential Information and Related Documents and to file with the Secretary an Agency designated Certificate of Destruction for the destroyed Confidential Information and Related Documents; and,

- g) to inform the Canadian Transportation Agency immediately of any changes in the facts referred to in this Undertaking.

We acknowledge and agree that the parties from whom or through whom we have received the Confidential Information as a result of this Undertaking may not have an adequate remedy at law and may suffer specific direct harm in the event that any provision of this Undertaking is not performed in accordance with its terms or is otherwise breached. **We therefore acknowledge and agree that such parties shall be entitled to injunctive relief to prevent any breaches of this Undertaking and to enforce the terms and provisions of this Undertaking, in addition to any other remedy and/or equitable relief to which they may be entitled.**

In the event that we are required by law to disclose any of the Confidential Information or Related Documents, we will promptly notify the Agency and the owner of the Confidential Information and, subject only to the terms for disclosure at law, will not disclose the Confidential Information except in accordance with direction from the owner of the Confidential Information or until the owner of the Confidential Information has had a reasonable opportunity to oppose such disclosure.

We also acknowledge that a breach of this Undertaking will be considered to be a breach of an order of the Canadian Transportation Agency and for the purposes of this Undertaking we attorn to the jurisdiction of the Canadian Transportation Agency and such courts in Canada having jurisdiction with respect to the Agency's orders and any breaches thereof for enforcement of and punitive action with respect to this Undertaking.

Dated at _____, this ____th Day of _____, year _____.

Gábor Lukács

Christopher Johnson

Address

Address
