

IN THE FEDERAL COURT OF APPEAL

BETWEEN:

Dr. GÁBOR LUKÁCS

Appellant

and

**CANADIAN TRANSPORTATION AGENCY and
NEWLEAF TRAVEL COMPANY INC.**

Respondents

**NOTICE OF APPEARANCE OF
NEWLEAF TRAVEL COMPANY INC.**

MOTIONS RECORD

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File No. 123736-0039

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Court File No.: A-242-16

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- and -

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Respondents

NOTICE OF MOTION

(Motion in writing)

TAKE NOTICE THAT the Respondent, NEWLEAF TRAVEL COMPANY INC., will make a motion to the Court in writing under Rule 369 of the Federal Courts Rules.

THE MOTION IS FOR

1. An Order pursuant to Rule 151, that the material filed herein by the Respondent, NEWLEAF TRAVEL COMPANY INC., will be treated as confidential.
2. Such further and other relief as this Honourable Court deems just.

THE GROUNDS FOR THE MOTION ARE

3. Federal Courts Rules, Can. Reg. 98-106, s. 151 and 152.

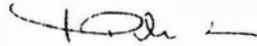
4. On July 21, 2016, the Appellant filed a notice of motion seeking an interlocutory injunction as well as a stay of Canadian Transportation Agency (“CTA”) Decision No. 100-A-2016, wherein the CTA decided that NEWLEAF TRAVEL COMPANY INC. (“NEWLEAF”) was not required to hold a license under the CTA Act.
5. The practical effect of the Court granting the Appellant’s motion would be suspend the operations of NEWLEAF which are set to launch on July 25, 2016.
6. On July 21, 2016, the Appellant filed his motion record for the above motion and includes, among other things, the allegation that NEWLEAF does not have the financial means to deliver and sustain the services that it sells, and NEWLEAF will be incapable of compensating stranded passengers for their resulting out-of-pocket expenses.
7. In order to properly rebut the allegations found in the Appellant’s motion materials, NEWLEAF, must present certain evidence regarding its commercial interests and commercial agreements with third parties (the “Protected Material”);
8. The commercial interests and commercial agreements with Third Parties contain confidentiality provisions which state that NEWLEAF is not entitled to provide the Protected Material to other parties;
9. Furthermore, the Protected Material is confidential by its very nature and is deserving of an Order protecting said confidentiality.
10. The commercial integrity of agreements generally will be harmed if a Protective Order is not granted. The terms, performance and reliance upon confidential commercial terms will be harmed generally should there be no protection afforded by the Court for those terms.

11. NEWLEAF and the Third Parties will suffer serious and irreparable harm to their respective commercial interests, business relationships and contractual relationships if the Protected Material is shared with the public.
12. The salutary effects of the Order sought outweigh the deleterious effects of the releasing the Protected material for the following reasons:
 - a. If the Protected Material is released it is likely to cause irreparable harm to commercial interests of NEWLEAF;
 - b. The above harm is likely to cause NEWLEAF to suffer serious financial consequences which may include having to cease operations permanently;
 - c. The public interest in the Protected Material is limited to non-existent as it relates to commercial dealings between private individuals;
 - d. Commercial Agreements which contain confidentiality clauses deserve protection from the Courts to enhance, protect and encourage commercial commerce and agreements in Canada.
13. Such further and other grounds as counsel may advise this Honourable Court may allow.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

1. The Affidavit of William F. Clark, sworn/affirmed July 23, 2016;
2. The Affidavit of Donald James Young, sworn/affirmed July 23, 2016;

3. Such further and other material as counsel may advise and this Honourable Court may allow.



Dated July 23, 2016

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