

IN THE FEDERAL COURT OF APPEAL

BETWEEN:

Dr. GÁBOR LUKÁCS

Appellant

and

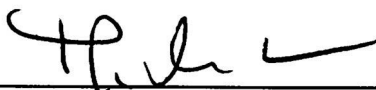
CANADIAN TRANSPORTATION AGENCY and
NEWLEAF TRAVEL COMPANY INC.

Respondents

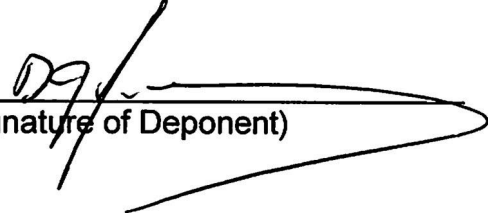
ANSWERS TO WRITTEN EXAMINATION
AFFIDAVIT OF DONALD JAMES YOUNG

I, DONALD JAMES YOUNG, Executive, of the City of Winnipeg, in the Province of Manitoba, AFFIRM THAT the answers set out in Exhibit A to this affidavit to the questions dated August 25, 2016 submitted by the Appellant Dr. Gábor Lukács are true, to the best of my information, knowledge and belief.

Sworn before me at the City of Winnipeg in the Province of Manitoba on September 9, 2016



Notary Public in and for the
Province of Manitoba



(Signature of Deponent)

EXHIBIT A

<u>Questions</u>	<u>Answers</u>
<p>Performance bond and/or security and/or guarantee</p> <p>1. Is NewLeaf Travel Company Inc. financially able to post a performance bond and/or security and/or guarantee in the amount of \$3,744,000?</p> <p>If not, what is the largest amount of performance bond and/or security and/or guarantee that NewLeaf Travel Company Inc. is capable of posting?</p>	<p>A performance bond and/or security and/or guarantee is not necessary.</p>
<p>2. In reference to paragraph 37 of your affidavit, how would the granting of an order, requiring NewLeaf Travel Company Inc. to post a performance bond and/or security and/or guarantee as a condition of its operation pending determination of the appeal, decide the issues on appeal?</p>	<p>NewLeaf believes that a performance bond and/or guarantee is not necessary or required. Any funds available to NewLeaf are for the purposes of its continued operations. Any injunction granted would harm the very travelling public the Appellant seeks to protect by causing NewLeaf to shut down its operations.</p>
<p>3. Did you discuss with the investors of NewLeaf Travel Company Inc., referenced at paragraph 22 of your affidavit, the interlocutory injunction that is being sought?</p>	<p>The Affiant objects to the question. It is not relevant.</p>
<p>4. Did you ask the investors of NewLeaf Travel Company Inc., referenced at paragraph 22 of your affidavit, whether they would be able and willing to post the performance bond and/or security and/or guarantee being sought on the present motion?</p> <p>(a) If not, why not?</p> <p>(b) If yes, what did the investors answer?</p>	<p>The Affiant objects to the question. It is not relevant.</p>

Residence	
5. Is the information contained in the Federal Corporate Information for NewLeaf Travel Company Inc., being Exhibit "C" to the Lukács Affidavit on page 33 of the motion record, accurate? If not, please elaborate.	Yes.
6. What is your address in Winnipeg, Manitoba and since what date have you been living at that address?	The Affiant objects to the question. It is not relevant.
7. Did you update your address on the corporation registration of NewLeaf Travel Company Inc., and if so, on what date?	The Affiant objects to the question. It is not relevant.
Past involvement with Canada Jetlines Ltd.	
8. I understand from paragraph 2 of your affidavit and Exhibit "E" to the Lukács Affidavit referenced therein that prior to your involvement with NewLeaf, you were the president of "Canada Jetliners, Ltd. a start-up ULCC headquartered in Vancouver BC." Is this correct?	Yes.
9. Can you confirm that "Canada Jetliners, Ltd." is a typographical error, and it should read "Canada Jetlines Ltd."?	Yes.
10. In the chain of emails from July 2014 between Canada Jetlines Ltd. and Mr. Robert Jones, being Exhibit "1" on page 19 of the present examination, on July 16, 2014, Mr. Dix Lawson wrote to Mr. Robert Jones: In fact, when we learned of your first invoice Jim Young was e-mailed on May 5, 2014: <i>"Good day Jim, As you are aware, I have an Invoice from Bob Jones (Creative Spin) acting in the capacity of Strategic Advisor for the period of March. Our process for contracting is to establish written requirements and statement of work (SOW) then find a provider to do</i>	The Affiant objects to the question. The question is not relevant. It would appear that it is being asked merely to embarrass the Affiant. The Affiant also questions why and how the Appellant obtained confidential information from a competitor concerning the Affiant which has publicly advocated and campaigned against NewLeaf operating its air service. The Affiant intends to pursue this breach of privacy.

<p><i>the work. Any contract that develops from this needs exec approval, indeed this process was approved by the Board of Directors. The problem I am facing with Bob's invoice is that we have no SOW and approved contract, which I need in order to insert him into our program. So for now I cannot take action on this invoice from Bob. We need an approved SOW and contract to move forward."</i></p> <p>This e-mail is clear that you cannot be a paid consultant without a contract, and your first invoiced was dismissed. This ended any idea of a verbal deal with Jim Young as a paid consultant.</p> <p>Is it true that on May 5, 2014, you received an email with the aforementioned content (quoted in italics)?</p>	
<p>11. In the chain of emails from July 2014 between Canada Jetlines Ltd. and Mr. Robert Jones, being Exhibit "1" on page 19 of the present examination, on July 16, 2014, Mr. Dix Lawson wrote to Mr. Robert Jones:</p> <p>We are also very much aware of your relationship and history with Jim Young. For example, we know of the arrangements made to ensure Jim Young maintained on paper an Ontario residence at 16 Shea Court, Toronto, with a \$600.00 per month lease document dated May 1, 2014; thus, helping to ensure Jim Young could move back and forth across the border when he had no actual Canadian residence.</p> <p>(a) Is it true that in 2014, you maintained on paper an Ontario residence at 16 Shea Court, Toronto?</p>	<p>See the answer to question #10 above.</p>

<p>(b) Was there a lease document dated May 1, 2014?</p> <p>(c) Is it true that in May 2014, you had no real and actual Canadian residence?</p> <p>(d) What was the purpose of this arrangement?</p> <p>(e) Were you a Canadian citizen in May 2014? If not, what was your legal (immigration and tax) status in Canada?</p>	
<p>12. In the chain of emails from July 2014 between Canada Jetlines Ltd. and Mr. Robert Jones, being Exhibit "1" on page 19 of the present examination, on July 16, 2014, Mr. Dix Lawson wrote to Mr. Robert Jones:</p> <p>In addition, it appears that Jim Young was feeding you confidential Jetlines information so that you could later use this information to advance your own company's (ArCompany) interests. On April 3, 2014 you e-mailed Jim Young and other members of the ArCompany team the following:</p> <p><i>"I did not invite Dave Solloway (and I assume no one else has ... let me know if otherwise), as I want to talk about the ArCompany CJL proposal and my current understanding of the available CJL budget for the Go To Market / Marketing functions, and then how this needs to line up with the proposal."</i></p> <p>Again a relationship between you and Jim Young is exposed that intentionally excludes CJL's Chief Commercial Officer, other CJL management team members and the Board of Directors in the process, and indicates that it was the Jetlines internal budget numbers that was being sought after. Within Jetlines Jim Young</p>	<p>See the answer to question #10 above.</p>

<p>fought hard to single source any marketing efforts to ArCompany, which was not his role as an officer of Jetlines. With a MBA you should be aware of the ethical issues associated with using a personal relationship to gain an unfair advantage in bidding for company business. This is hardly consulting work for Jetlines.</p> <p>(a) Is it true that on April 3, 2014, Mr. Robert Jones sent you an email with the aforementioned content (quoted in italics)?</p> <p>(b) Around April 3, 2014, what was Mr. Solloway's role in Canada Jetlines Ltd.?</p>	
<p>13. Would it be fair to say that the aforementioned concerns, described in the email of Mr. Dix Lawson to Mr. Robert Jones, played a role in your departure from Canada Jetlines Ltd.?</p>	<p>See the answer to question #10 above.</p>
<p>14. What were the circumstances and events leading to your departure from Canada Jetlines Ltd.?</p>	<p>See the answer to question #10 above.</p>
<p>15. On what date did you cease to be the president of Canada Jetlines Ltd.?</p>	<p>See the answer to question #10 above.</p>
<p>NewLeaf Airways and NewLeaf Travel Company</p>	
<p>16. Is the information in the Corporation Profile Report for 1919183 Ontario Ltd., being Exhibit "D" to the affidavit of Dr. Lukács on page 38 of the motion record, accurate as of February 2016? If not, please elaborate.</p>	<p>Yes.</p>
<p>17. Was 1919183 Ontario Ltd. incorporated on July 14, 2014 and were you appointed a director of the company on the same date?</p>	<p>The Affiant objects to the question. It is not relevant.</p>

18. Was 1919183 Ontario Ltd. doing business as “NewLeaf” and/or “NewLeaf Airways”?	See the answer to question #17 above.
19. Was NewLeaf Travel Company Inc. incorporated on April 15, 2015?	Yes.
20. Have NewLeaf Travel Company Inc. and NewLeaf Airways (1919183 Ontario Ltd.) had the same directors, namely, yourself, Mr. Robert Jones, and Mr. Brian Reddy?	The Affiant objects to the question. It is not relevant.
21. Until sometime in January 2016, did NewLeaf Travel Company Inc. and NewLeaf Airways (1919183 Ontario Ltd.) have the same registered office at 130 King Street West, Suite 2120, Toronto, Ontario, M5X 1K6?	See the answer to question #20 above.
22. The business models of both NewLeaf Travel Company Inc. and NewLeaf Airways (1919183 Ontario Ltd.) claim to use the Ultra Low Cost Carrier (ULCC) model, correct?	See the answer to question #20 above.
23. The business models of both NewLeaf Travel Company Inc. and NewLeaf Airways (1919183 Ontario Ltd.) call for using so-called “secondary airports,” correct?	See the answer to question #20 above.
24. The business plan of both NewLeaf Travel Company Inc. and NewLeaf Airways (1919183 Ontario Ltd.) call for utilizing three (3) aircraft in the initial period of operation, correct?	See the answer to question #20 above.
25. The business models of both NewLeaf Travel Company Inc. and NewLeaf Airways (1919183 Ontario Ltd.) call for renting aircraft on a “block hour basis” under an ACMI (aircraft, crew, maintenance, and insurance) contract, correct?	See the answer to question #20 above.

<p>26. Would it be fair to say that, in practical terms, the business models of NewLeaf Travel Company Inc. and of NewLeaf Airways (1919183 Ontario Ltd.), outlined in Exhibit “E” to the Lukács Affidavit, are virtually identical? If not, please explain the differences.</p>	<p>See the answer to question #20 above.</p>
<p>27. What assets, including intellectual property and Internet domains, did NewLeaf Airways (1919183 Ontario Ltd.) transfer to NewLeaf Travel Company Inc.?</p>	<p>See the answer to question #20 above.</p>
<p>28. Do you agree that the logo shown on the September 16, 2015 news release of NewLeaf Travel Company Inc., being Exhibit “2” on page 26 of the present examination, is identical to the logo of NewLeaf Airways (1919183 Ontario Ltd.) shown on Exhibit “E” to the Lukács Affidavit?</p>	<p>See the answer to question #20 above.</p>
<p>29. Did NewLeaf Travel Company Inc. seek and obtain the consent of NewLeaf Airways (1919183 Ontario Ltd.) to use the “NewLeaf” trademark and the aforementioned logo?</p> <p>If not, why not?</p>	<p>See the answer to question #20 above.</p>
<p>30. What business activities, if any, has NewLeaf Airways (1919183 Ontario Ltd.) had since NewLeaf Travel Company Inc. was incorporated?</p>	<p>See the answer to question #20 above.</p>
<p>Passenger protection</p>	
<p>31. On June 23, 2016, NewLeaf Travel Company Inc. began selling tickets to the public for flights between July 25, 2016 and October 2, 2016, correct?</p>	<p>Yes. NewLeaf has been in continuous operation since July 25, 2016 and over 25,000 passengers have completed travel on Flair.</p>
<p>32. Is it fair to say that on the day that NewLeaf Travel Company Inc. began selling tickets to the public, NewLeaf Travel Company Inc. had not paid Flair Airlines for the full costs</p>	<p>NewLeaf has met all its financial obligations to Flair and will continue to do so.</p>

<p>of the service for the entire period from July 25, 2016 to October 2, 2016?</p>	
<p>33. Does the email of Ms. Dorian Werda, being Exhibit “3” on page 28 to the present examination, describe the communications between the Travel Industry Council of Ontario (TICO) and NewLeaf Travel Company Inc. accurately?</p>	<p>The Affiant was not a party to the email and cannot identify it. However, I am aware of the position of TICO as stated.</p>
<p>34. Is it fair to say that the Ontario compensation fund administered by TICO offers no protection to passengers who purchase tickets from NewLeaf Travel Company Inc. on the Internet or through its Winnipeg-based call centre?</p>	<p>See the answer contained in paragraph 1 – 4 of the Affidavit of William F. Clark sworn September 9, 2016</p>
<p>35. Has NewLeaf Travel Company Inc. completed its registration with TICO? If not, please explain why.</p> <p>If yes, pursuant to Rules 94(1) and 100, you are requested to produce a copy of the confirmation of NewLeaf Travel Company Inc.’s registration with TICO.</p>	<p>NewLeaf and TICO are in ongoing discussions as to the extent, if any, of the legal requirements to register.</p>
<p>36. Has NewLeaf Travel Company Inc. registered with the British Columbia counterpart of TICO?</p> <p>If not, please explain why not.</p> <p>If yes, pursuant to Rules 94(1) and 100, you are requested to produce a copy of the confirmation of NewLeaf Travel Company Inc.’s registration.</p>	<p>The BC counterpart has verbally indicated that NewLeaf does not need to register.</p>
<p>37. Is it fair to say that British Columbia’s Travel Assurance Fund offers no protection to passengers who purchase tickets from NewLeaf Travel Company Inc. on the Internet or through its Winnipeg-based call centre?</p>	<p>Not known.</p>
<p>38. You stated at paragraph 7 of your affidavit that “Credit card issuers are liable to the consumer for processed transactions, where goods and services are not received.”</p>	<p>If NewLeaf were to cease operations, the funds paid for unfulfilled services would be refunded by the credit card company.</p>

<p>What kind of liability (contractual, statutory, common law, etc.) are you referring to, and what is the source of your knowledge?</p>	
<p>39. Would it be fair to say that a passenger cannot get back from their “credit card issuer” and/or PSiGate more than the amount they paid NewLeaf Travel Company Inc. for services that were not provided?</p>	<p>See the answer to question #38 above.</p>
<p>40. Would it be fair to say that the airfares offered to the public by NewLeaf Travel Company Inc. are significantly lower than those offered by Air Canada and WestJet? If so, please quantify it.</p>	<p>The Affiant objects to the question. It is not relevant. Even if it was relevant, the question is too vague.</p>
<p>41. In the event that NewLeaf Travel Company Inc. fails to provide the services paid for, do you believe that “credit card issuers” and/or PSiGate are required to pay for the full repatriation expenses of passengers, including accommodation, meals, and transportation on another airline?</p> <p>If yes, please state the source of your belief.</p>	<p>See the answer to question #38 above.</p>
<p>42. Section 12(a) of the credit card agreement, being Exhibit “A” to your affidavit, permits PSiGate to impose on NewLeaf Travel Company Inc. an “alternative funding schedule,” correct?</p>	<p>Yes.</p>
<p>43. Pursuant to Rules 94(1) and 100, you are requested to produce copies of the “alternative funding schedule” that were in place on June 23, 2016 and July 23, 2016.</p>	<p>There are none.</p>
<p>44. In reference to paragraph 8 of your affidavit, how does PSiGate know when a passenger completed their full travel?</p>	<p>PsiGate refers to third party sources for confirmation of the completion of the passenger’s travel.</p>
<p>45. Pursuant to Rules 94(1) and 100, you are requested to produce copies of:</p>	<p>The Affiant objects to the production of the requested copies on the basis that:</p>

<p>(a) the Aircraft, Crew, Maintenance and Insurance (ACMI) agreement(s);</p> <p>(b) the MOU agreement(s); and</p> <p>(c) the escrow agreement(s);</p> <p>referenced in paragraphs 13 and 24 of your affidavit.</p>	<p>(a) They are not relevant.</p> <p>(b) They are confidential documents.</p> <p>(c) They are being requested as part of a fishing expedition.</p> <p>(d) Due to the reluctance of the Appellant to disclose who is supporting and/or assisting the Appellant financially or otherwise in this Appeal and Notice of Motion, NewLeaf has reason to believe that a competitor is an undisclosed party assisting the Appellant in these proceedings.</p>
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Revenue/Expenses

<p>46. With respect to the screenshot shown as Exhibit “6” on page 37 of the present examination:</p> <p>(a) Do you recognize it as taken from the booking website of NewLeaf Travel Company Inc.?</p> <p>(b) What does the item “O” (\$16.78) stand for?</p> <p>(c) What does the item “Air Transport Charge” (\$18.00) stand for?</p> <p>(d) Is it fair to say that the following items are collected on behalf of third parties: YXE Arpt Improvement Fee (\$20.00); Security Charge ATSC (\$7.12); and GST/HST Tax (\$3.10)?</p>	<p>The Affiant objects to the questions posed about NewLeaf’s revenues/expenses on the basis of:</p> <p>(a) The objections cited in paragraph 45 above.</p> <p>(b) The questions would be in the purview of the CTA should it have determined that NewLeaf required a license which it did not so determine.</p>
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<p>(e) What amount (portion) of the total price of \$65.00 is a net revenue for NewLeaf Travel Company Inc.?</p>	
<p>47. Of the total gross receipts collected, referenced in paragraph 19 of your affidavit, which amount (portion) is taxes, fees, and third party charges, and which amount (portion) is NewLeaf Travel Company Inc.'s net revenue?</p>	<p>See the answer to question #46 above.</p>
<p>48. Pursuant to Rules 94(1) and 100, you are requested to produce copies of:</p> <p>(a) the trust agreement governing the "trust" referenced in paragraph 19 of your affidavit;</p> <p>(b) an account statement from PSiGate, as of July 23, 2016, showing the total amount of "gross receipts collected from the above sales" referenced in paragraph 19 of your affidavit; and</p> <p>(c) a breakdown of the gross sales in a form that distinguishes the net revenue of NewLeaf Travel Company Inc. from taxes, fees and third party charges that are collected as part of the total fare as of July 23, 2016.</p>	<p>See the answer to question #'s 45 & 46 above.</p>
<p>49. With respect to each entity that you had in mind in paragraph 20 of your affidavit, please state the name of the entity, the amount that NewLeaf Travel Company Inc. paid to the entity, the purpose of the payment, and the date of the payment.</p>	<p>See the answer to question #46 above.</p>
<p>50. With respect to each week starting July 25, 2016, please state in Canadian dollars how much NewLeaf Travel Company Inc. has paid Flair for operating the flights.</p>	<p>See the answer to question #46 above.</p>

<p>51. Do the above-noted amounts include fuel and de-icing (if necessary)?</p> <p>If not, with respect to each of the aforementioned weeks, please state how much NewLeaf Travel Company Inc. paid for fuel and de-icing.</p>	<p>See the answer to question #46 above.</p>
<p>52. With respect to each week starting July 25, 2016, please state NewLeaf Travel Company Inc.'s total costs relating to the operation of the flights.</p>	<p>See the answer to question #46 above.</p>
<p>53. If the revenue from seats sold on a given flight does not cover the operating expenses of the flight, does NewLeaf Travel Company Inc. cancel the flight or operate it at a loss?</p> <p>If the former, what kind of alternative transportation are passengers with confirmed bookings offered and who pays for its costs?</p> <p>If the latter, who covers the shortfall?</p>	<p>The questions are based on a false premise, and are hypothetical. Since the start of operations on July 25, 2016, no flights have been cancelled; and no passengers have been required to seek alternate transportation arrangements.</p>
<p>Capitalization</p>	
<p>54. Who are the investors of NewLeaf Travel Company Inc., how much has each of them invested in NewLeaf Travel Company Inc., and on what date were the investment funds paid?</p>	<p>The Affiant objects to the questions concerning capitalization on the basis set out in the answer to question #46 above.</p>
<p>55. What amount (portion) of the amount stated in paragraph 21 of your affidavit as being held in trust is unencumbered?</p>	<p>See the answer to question #54 above.</p>
<p>56. Pursuant to Rules 94(1) and 100, you are requested to produce copies of:</p> <p>(a) confirmation that the amount stated in paragraph 21 of your affidavit is being held in trust;</p>	<p>See the answer to question #'s 45 & 54 above.</p>

<p>(b) the trust agreement(s) governing the “trust” referenced in paragraph 21 of your affidavit;</p> <p>(c) the agreement(s) signed by the investors referenced in paragraph 21 of your affidavit;</p> <p>(d) the agreement(s) relating to the “additional” amount “for the next four or five months as needed” referenced in paragraph 21 of your affidavit;</p> <p>(e) bank statement(s) of NewLeaf Travel Company Inc., showing <u>unencumbered</u> paid-in capital as of: (i) June 23, 2016; (ii) July 20, 2016, and (iii) July 23, 2016.</p> <p>(f) audited (or, if unavailable, unaudited) financial statements of NewLeaf Travel Company Inc. for June and July 2016; and</p> <p>(g) any agreement(s) relating to the funding referenced in paragraph 22 of your affidavit.</p>	
<p>57. Who are the investors who “have provided the primary funding” referenced in paragraph 22 of your affidavit?</p>	<p>See the answer to question #54 above.</p>
<p>58. Can investors withdraw their investments in NewLeaf Travel Company Inc. at any time, or is a portion of the investment “locked in” for a certain period of time?</p> <p>What portion of the investment is “locked in” and for how long?</p>	<p>See the answer to question #54 above.</p>
<p>59. Was Mr. Baldanza the CEO of Spirit Airlines in December 2015?</p>	<p>See the answer to question #54 above.</p>

<p>60. Please review the Air Travel Consumer Report of the US Department of Transportation issued in February 2016, being Exhibit “4” on page 30 to the present examination.</p> <p>Do you consider Spirit Airlines’ result of 10.97 consumer complaints per 100,000 enplanements in December 2015 “very successful”?</p>	<p>See the answer to question #54 above.</p>
<p>61. How many passengers can be “repatriated” from the amount held in an “escrow account” referenced in paragraph 24 of your affidavit?</p> <p>Please explain the calculations that were used to establish the sufficiency of the amount in question.</p>	<p>See the answer to question #54 above.</p>
<p>62. Does Flair have a legal obligation to repatriate passengers at its own expense should the amount held in escrow, referenced in paragraph 24 of your affidavit, turns out to be insufficient?</p> <p>If so, please specify the source of this obligation.</p>	<p>NewLeaf is of the view that Flair has a legal obligation to repatriate to the extent required by the Act, the Regulations and the CTA; in the unlikely and hypothetical event that NewLeaf is forced to cease operations.</p> <p>See the Affidavits of William F. Clark filed in this proceeding.</p>
<p>63. How many weeks of airport fees, ground handling and other related services does the amount referenced in paragraph 25 of your affidavit cover?</p>	<p>See the answer to question #54 above.</p>
<p>64. How many days of operations does the amount referenced in paragraph 27 of your affidavit cover?</p>	<p>See the answer to question #54 above.</p>
<p>65. What was the purpose of the “4 Months Operational Reserve” and the figure of \$9,413,000 shown in “Appendix C – Use of Proceeds” to Exhibit “E” to the Lukács Affidavit, shown on page 73 of the motion record?</p>	<p>See the answer to question #54 above.</p>

66. Does NewLeaf Travel Company Inc. have such a reserve? If so, please state the amount held in reserve.	See the answer to question #54 above.
Kelowna Airport Contract	
67. On what date did NewLeaf Travel Company Inc. execute the airport agreement with the Kelowna Municipal Airport Authority?	NewLeaf has been operating into and out of the Kelowna Airport 7 times/week since it began operations on July 25, 2016. NewLeaf signed the agreement on July 21, 2016. The terms of the agreement between NewLeaf and the Kelowna Airport Authority is irrelevant and confidential and the Affiant refuses to provide any particulars of the agreement.
68. Pursuant to Rules 94(1) and 100, you are requested to produce a copy of the transaction slip or bank statement confirming the payment stated in paragraph 34 of your affidavit.	See the answer to question #'s 45 & 67 above.
Unpaid bills – Mr. Norm LeCavalier	
69. When did the “Ski Charter flights,” referenced in paragraph 35 of your affidavit, take place or were supposed to take place?	As the Appellant is aware, there was a settlement of the dispute with Norm LeCavalier and a release signed which is confidential as between the parties. Any questions posed relating to the dispute are irrelevant; are made to embarrass NewLeaf and the Appellant is improperly advocating on behalf of a party to a dispute. The Affiant objects to the question.
70. What services was Mr. LeCavalier expected to deliver to NewLeaf Airways (1919183 Ontario Ltd.) and by what date?	See the answer to question #69 above.
71. Please describe in detail the nature of the alleged dispute, referenced in paragraph 36 of your affidavit, about the work performed by Mr. LeCavalier.	See the answer to question #69 above.

72. Did Mr. LeCavalier provide services to NewLeaf Travel Company Inc.?	See the answer to question #69 above.
73. In light of the alleged dispute about the work of Mr. LeCavalier, why did NewLeaf Travel Company Inc. use his services?	See the answer to question #69 above.
74. What was the purpose of your December 19, 2015 email sent to Mr. LeCavalier, being Exhibit "Q" to the Lukács Affidavit, on page 171 of the motion record?	See the answer to question #69 above.
75. Is it true that in an email dated January 24, 2016, being Exhibit "R" to the Lukács Affidavit, on page 173 of the motion record, you wrote to Mr. Norman LeCavalier that: [...] you has always been and continue to be a valuable member of this venture. I know I disclose more information to the two of you than I do to any other stakeholder group (including YWG!) But I trust you both implicitly and value your counsel, the support, time and effort you have both put into this from the start.	See the answer to question #69 above.
76. In light of the alleged dispute about the work of Mr. LeCavalier, why did you continue trusting him and sharing information with him?	See the answer to question #69 above.
77. Do you recognize the chain of emails, being Exhibit "5" on page 32 to the present examination?	See the answer to question #69 above.
78. Is it true that on January 30, 2016, Mr. Sam Samaddar wrote to you, with a copy to Mr. Norman LeCavalier, the following? You made financial commitments to Norm and you have ignored him when he has reached out to you?	See the answer to question #69 above.
79. Which "financial commitments to Norm" was Mr. Samaddar referring to?	See the answer to question #69 above.

<p>80. Is it true that on February 5, 2016, you wrote to Mr. LeCavalier, with a copy to Mr. Samaddar, that:</p> <p>My intention is to pay you once we have closed on the capital.</p>	<p>See the answer to question #69 above.</p>
<p>81. What “capital” were you referring to in your February 5, 2016 email to Mr. LeCavalier?</p>	<p>See the answer to question #69 above.</p>
<p>82. What payment were you referring to in your February 5, 2016 email to Mr. LeCavalier?</p>	<p>See the answer to question #69 above.</p>
<p>83. What services did Mr. LeCavalier provide for which you were communicating intent to pay him in your February 5, 2016 email?</p>	<p>See the answer to question #69 above.</p>
<p>84. Do you recognize the “Audit Summary – New Leaf / Flair Airlines Operation (SOR 88-58),” being Exhibit “7” on page 39 of the present examination?</p>	<p>See the answer to question #69 above.</p>
<p>85. At whose request was the “Audit Summary – New Leaf / Flair Airlines Operation (SOR 88-58)” prepared and who paid for it?</p>	<p>See the answer to question #69 above.</p>
<p>86. Did you send the email dated February 17, 2016, shown as Exhibit “8” on page 47 to the present examination?</p> <p>If so, for what purpose did you send this email to Mr. LeCavalier?</p>	<p>See the answer to question #69 above.</p>
<p>87. In the March 16, 2016 letter of Mr. LeCavalier (Exhibit “S” to the Lukács Affidavit, page 178 of the motion record), does “Brian” refer to Mr. Brian Reddy, the Chief Financial Officer of NewLeaf Travel Company Inc.?</p>	<p>See the answer to question #69 above.</p>
<p>88. Is it true that sometime between February 22, 2016 and March 16, 2016 you spoke to Mr. LeCavalier, and stated that Mr.</p>	<p>See the answer to question #69 above.</p>

<p>Brian Reddy had “asked Lisa to complete the transfer”?</p> <p>If so, what was the amount and the purpose of the promised transfer?</p>	
<p>89. Did Mr. LeCavalier receive any payment from NewLeaf Travel Company Inc. and/or from NewLeaf Airways (1919183 Ontario Ltd.) in 2016?</p> <p>If so, on what date(s), what amount(s), and for what purpose(s)?</p>	<p>See the answer to question #69 above.</p>
<p>90. Pursuant to Rules 94(1) and 100, you are requested to produce all correspondence with Mr. LeCavalier relating to disputing the work performed by him and/or the timeliness of the work and/or the quality of his work, including but not limited to:</p> <p>(a) response(s), if any, to the March 16, 2016 letter of Mr. LeCavalier (Exhibit “S” to the Lukács Affidavit, p. 178 of the motion record); and</p> <p>(b) response(s), if any, to the June 23, 2016 letter of of Mr. LeCavalier (Exhibit “S” to the Lukács Affidavit, p. 177 of the motion record).</p>	<p>See the answer to question #69 above.</p>
<p>91. Since the day you swore your affidavit, have the outstanding bills of Mr. LeCavalier (Exhibit “S” to the Lukács Affidavit, pages 182-183) been paid by NewLeaf Travel Company Inc. and/or NewLeaf Airways (1919183 Ontario Ltd.) and/or a third party?</p>	<p>See the answer to question #69 above.</p>
<p>92. Since the day you swore your affidavit, has NewLeaf Travel Company Inc. and/or NewLeaf Airways (1919183 Ontario Ltd.) reached a settlement with Mr. LeCavalier?</p>	<p>See the answer to question #69 above.</p>

<p>If so, pursuant to Rules 94(1) and 100, you are requested to produce a copy of the settlement agreement.</p>	
<p>Unpaid bills – ArCompany</p>	
<p>93. What services was ArCompany expected to deliver with respect to all three of the items shown on the May 20, 2015 invoice (Exhibit “T” to the Lukács Affidavit, page 187 of the motion record), and what was the deadline for these services?</p>	<p>The questions relating to ArCompany pertain to a dispute claim in which NewLeaf has filed a Statement of Defence and Counterclaim, which was filed as Exhibit “2” to the cross-examination of Gabor Lukacs on August 25, 2016. All questions pertaining to the ArCompany and NewLeaf dispute are irrelevant and motivated merely by a collaboration between the Appellant and HESSIE JONES, the principal of ArCompany, to embarrass NewLeaf and coerce NewLeaf into paying ArCompany. In that respect, the Appellant is acting improperly as an advocate in a civil action. The Affiant objects to the question.</p>
<p>94. In paragraphs 35-36 of your affidavit, did you intend to convey that all items in ArCompany’s invoice are disputed, or only portions of it?</p>	<p>See the answer to question #93 above.</p>
<p>95. Have the undisputed portions of ArCompany’s invoice been paid? If not, why not? If yes, please state the amount, date, and the source of the payment.</p>	<p>See the answer to question #93 above.</p>
<p>96. Do you recognize the September 1, 2014 email, being Exhibit “9” on page 49 to the present examination?</p>	<p>See the answer to question #93 above.</p>
<p>97. On or around September 1, 2014, did you write the following? Thank the whole team at CSIS, sorry I mean ArCompany and remind me never to have a</p>	<p>See the answer to question #93 above.</p>

love child hiding in a convent in Switzerland.... They would find it.	
98. Would it be fair to say that as of September 1, 2014, you were satisfied with the quality and timeliness of the work performed by ArCompany?	See the answer to question #93 above.
99. Do you recognize the October 10, 2014 email, being Exhibit "10" in page 50 of the present examination?	See the answer to question #93 above.
100. On or around October 10, 2014, did you write to Ms. Hessie Jones and Ms. Amy Tobin of ArCompany the following? I wanted to add my heartfelt thanks for the work we accomplished this week.	See the answer to question #93 above.
101. Was the work referenced in the October 10, 2014 email the "NewLeaf MyAir Branding Program"?	See the answer to question #93 above.
102. Would it be fair to say that as of October 10, 2014, you were satisfied with the quality and timeliness of the work performed by ArCompany?	See the answer to question #93 above.
103. Please describe in detail the nature of the alleged dispute, referenced in paragraph 36 of your affidavit, about the work performed by ArCompany.	See the answer to question #93 above.
104. Do you recognize the April 6, 2016 email from "bob.jones" to yourself, shown in Exhibit "T" to the Lukács Affidavit, on the lower portion of page 185 of the motion record?	See the answer to question #93 above.
105. Does "bob.jones" refer to Mr. Robert Jones, one of the directors of NewLeaf Travel Company Inc.?	See the answer to question #93 above.

106. What was the role of Mr. Robert Jones in NewLeaf Travel Company Inc. in April 2016? Was he the Chief Commercial Officer of the company?	See the answer to question #93 above.
107. What “investments funds” was Mr. Robert Jones referring to in his April 6, 2016 email to you?	See the answer to question #93 above.
108. Is it fair to say that Mr. Robert Jones was referring in his April 6, 2016 email to investment funds that NewLeaf Travel Company Inc. was expecting to receive?	See the answer to question #93 above.
109. Which entity is “NewLeaf Corp” shown on the invoice of ArCompany (Exhibit “T” to the Lukács Affidavit, page 187 of the motion record)?	See the answer to question #93 above.
110. Can you confirm that as of April 2016, the domain newleafcorp.ca , used by Mr. Robert Jones for his April 6, 2016 email, was owned by NewLeaf Travel Company Inc.?	See the answer to question #93 above.
111. What was your reaction to the April 6, 2016 email of Mr. Robert Jones?	See the answer to question #93 above.
112. Pursuant to Rules 94(1) and 100, you are requested to produce all correspondence between yourself and others, dated between April 6, 2016 and June 28, 2016, concerning the invoice of ArCompany (Exhibit “T” to the Lukács Affidavit, page 187 of the motion record).	See the answer to question #93 above.
113. Are you familiar with the chain of emails from June 25-28, 2016 between Mr. Robert Jones from NewLeaf Travel Company Inc. and Ms. HESSIE JONES from ArCompany, being Exhibit “11” on page 52 of the present examination?	See the answer to question #93 above.

<p>114. Is Ms. Amie Seier (referenced in the June 25, 2016 email of Mr. Robert Jones) the market manager of NewLeaf Travel Company Inc.?</p>	<p>See the answer to question #93 above.</p>
<p>115. What is the reason for the absence of denial and/or dispute of the monies owed in the June 25, 2016 email of Mr. Robert Jones?</p>	<p>See the answer to question #93 above.</p>
<p>116. On June 28, 2016, Mr. Robert Jones wrote to Ms. Hessie Jones:</p> <p style="padding-left: 40px;">As I have told you repeatedly, Brian is managing the payment activity and he fully intends to complete the payment, but money has to flow in first, before it can flow out. And I frequently remind him and he acknowledges the intent to finish the transaction when able.</p> <p>Which “payment” was Mr. Robert Jones referring to, and what does “money has to flow in first, before it can flow out” mean?</p>	<p>See the answer to question #93 above.</p>
<p>117. Is it fair to say that as of June 28, 2016, no dispute has been communicated to ArCompany concerning the invoice shown as Exhibit “T” to the Lukács Affidavit, page 187 of the motion record?</p>	<p>See the answer to question #93 above.</p>
<p>118. Are you aware of the June 30, 2016 email of Ms. Hessie Jones to Mr. Brian Meronek, counsel for NewLeaf Travel Company Inc., being Exhibit “12” on page 55 of the present examination?</p>	<p>See the answer to question #93 above.</p>
<p>119. Is it fair to say that the June 30, 2016 email of Ms. Hessie Jones was left unanswered?</p> <p>If not, please elaborate. If yes, please explain why it was left unanswered.</p>	<p>See the answer to question #93 above.</p>
<p>120. Pursuant to Rules 94(1) and 100, you are requested to produce all correspondence with ArCompany dated July 23, 2016 or earlier,</p>	<p>See the answer to question #93 above.</p>

<p>disputing the work performed by the company and/or the timeliness of the work and/or the quality of the work.</p>	
<p>121. Since the day you swore your affidavit, has the outstanding invoice of ArCompany (Exhibit “T” to the Lukács Affidavit, page 187 of the motion record) been paid by NewLeaf Travel Company Inc. and/or NewLeaf Airways (1919183 Ontario Ltd.) and/or a third party?</p>	<p>See the answer to question #93 above.</p>
<p>122. Since the day you swore your affidavit, has NewLeaf Travel Company Inc. and/or NewLeaf Airways (1919183 Ontario Ltd.) reached a settlement with ArCompany?</p> <p>If so, pursuant to Rules 94(1) and 100, you are requested to produce a copy of the settlement agreement.</p>	<p>See the answer to question #93 above.</p>
<p>Public statements</p>	
<p>123. In reference to Exhibit “AB” to the Lukács Affidavit on page 238 of the motion record, is it true that NewLeaf Travel Company Inc. “has a backup plan” in the event that it is required to hold a licence to operate?</p> <p>If so, what is the “backup plan”?</p>	<p>The Affiant objects to the question. It is not relevant and in any event is confidential.</p>
<p>124. According to a report published by CBC News, being Exhibit “13” on page 56 to the present examination:</p> <p style="padding-left: 40px;">NewLeaf president Jim Young says the company’s first month of operation in Winnipeg has been a success and it is eyeing new routes for the fall. As a sign of commitment to the city, Young says, it has decided to base an aircraft here, which means crews and maintenance work feeding the local economy.</p> <p>Does the report adequately reflect what you said?</p>	<p>See the answer to question #123 above.</p>

If not, please elaborate.	
<p>125. Does NewLeaf Travel Company Inc. have operational control of any aircraft and/or crew?</p> <p>If not, how could NewLeaf Travel Company Inc. have “decided” to base an aircraft in Winnipeg?</p>	See the answer to question #123 above.
<p>126. On or around August 24, 2016, NewLeaf Travel Company Inc. released to the public its schedule for October 3-31, 2016, correct?</p>	See the answer to question #123 above.
<p>127. In the October 3-31, 2016 period, how many routes and how many flights per week will NewLeaf Travel Company Inc. offer?</p>	See the answer to question #123 above.