

Court File No.: T-370-17

## FEDERAL COURT

Proposed Class Proceeding

TODD EDWARD ROSS, MARTINE ROY and ALIDA SATALIC

Plaintiffs

- and -

HER MAJESTY THE QUEEN

Defendant

## FINAL SETTLEMENT AGREEMENT

### WHEREAS:

- A. Canada took action against members of the Canadian Armed Forces (the "**CAF**"), members of the Royal Canadian Mounted Police (the "**RCMP**") and employees of the Federal Public Service (the "**FPS**") as defined in this Final Settlement Agreement ("**FSA**"), pursuant to various written policies commencing in or around 1956 in the military and in or around 1955 in the public service, which actions included identifying, investigating, sanctioning, and in some cases, discharging lesbian, gay, bisexual and transgender members of the CAF or the RCMP from the military or police service, or terminating the employment of lesbian, gay, bisexual and transgender employees of the FPS, on the grounds that they were unsuitable for service or employment because of their sexual orientation, gender identity or gender expression (the "**LGBT Purge**");
- B. In 2016, class proceedings were commenced against Canada in the Ontario Superior Court of Justice, the Quebec Superior Court and the Federal Court of Canada in connection with the LGBT Purge, and those proceedings have been stayed on consent or held in abeyance while this consolidated proposed class action (the "**Omnibus Class Action**") has been pursued on behalf of all three of the representative plaintiffs in the preceding actions;
- C. The plaintiffs, Todd Edward Ross, Martine Roy and Alida Satalic (the "**Plaintiffs**") commenced the Omnibus Class Action in the Federal Court (Court File No. T-370-17) on March 13, 2017 by the Statement of Claim attached as **Schedule "A"**. The Plaintiffs, all former members of the CAF, claim on their own behalf and on behalf of class members that they suffered harm as a result of officially sanctioned policies of the CAF, RCMP and

the core departments and agencies of the FPS, that targeted members and employees of those organizations who identify as lesbian, gay, bisexual or transgender;

- D. The Plaintiffs and the Defendant (together, the “**Parties**”) recognize and acknowledge that the historical policies and practices described below had harmful effects on the class members and that they are not consistent with the values and principles that are now embodied in the Canadian and Quebec *Charters of Rights and Freedoms* and the *Canadian Human Rights Act*. The Parties wish to enter into a settlement to:
- i. provide recognition of the harm suffered by, and a meaningful personal apology to, Class Members who faced threat of sanction or were more directly affected by the Defendant’s policies while serving in the CAF, RCMP or while employed in the FPS;
  - ii. provide compensation to those who suffered direct negative effects of the application of the officially sanctioned policies; and to
  - iii. provide funding for individual and collective Reconciliation and Memorialization Measures that will record and memorialize these historic events in order to educate and prevent future discrimination, which it is hoped will lead to reconciliation with the LGBTQ2 community;
- E. The Parties, subject to the Approval Order and the expiration of the Opt Out Period without the Opt Out Threshold being met, have agreed to settle the Class Actions upon the terms contained in this FSA, and the Defendant will consent to certification of the Omnibus Class Action conditional on approval of this FSA;
- F. The Right Honourable Justin Trudeau, Prime Minister of Canada, delivered a formal apology to all members of the LGBTQ2 community in Parliament on November 28, 2017, attached hereto as **Schedule “B”**; and
- G. The underlying principle and purpose of this FSA is to provide compensation for the negative effects of the official policies that led to the LGBT Purge and to resolve all of the Class Actions including the Omnibus Class Action;

**NOW THEREFORE**, in consideration of the mutual agreements, covenants and undertakings set out in this agreement, the Parties agree with each other as follows:

## SECTION ONE

### INTERPRETATION

#### 1.01 Definitions

In this FSA, the following terms will have the following meanings:

**“Additional Reconciliation and Memorialization Measures Payment”** means residue from the Designated Amount after the Compensation Amounts are paid, to a maximum of \$10 million, distributed from the Designated Amount to the Reconciliation and Memorialization Measures Fund;

**“Additional Payment”** means sums paid above and beyond the Initial Payment to Eligible Class Members once they have been deemed eligible for compensation pursuant to Levels 1, 2, 3 or 4 of the Compensation Grid as set out below in Section 7.05 and **Schedule “P”**;

**“Administrator”** means the entity appointed by the Court to carry out the duties assigned in Section 8.03;

**“Agreement in Principle”** or **“AIP”** means the agreement between the Parties which is dated 24 November 2017 and attached hereto as **Schedule “C”**;

**“Approval Date”** means the date the Court issues its Approval Order;

**“Approval Order”** means the judgment of the Federal Court a draft of which is attached hereto as **Schedule “R”** certifying the Omnibus Class Action as a class proceeding and approving this FSA as fair, reasonable and in the best interests of the Class Members for the purposes of settlement of the Class Actions;

**“Assessor”** means the person or persons appointed pursuant to this FSA to assess the entitlement of Class Members to compensation at Level 4 in the Compensation Grid as set out below in Section 7.05 and **Schedule “P”**;

**“Augmented Compensation Amount”** means the residue from the Designated Amount after the Compensation Amounts and the Additional Reconciliation and Memorialization Measures Payment are made, which will be distributed on a *pro rata* basis to Eligible Class Members to a maximum total payment to each Eligible Class Member as set out in Section 7.09;

**“Business Day”** means a day other than a Saturday or a Sunday or a day observed as a holiday under the laws of the Province or Territory in which the person who needs to take action pursuant to this FSA is situated, or a holiday under the federal laws of Canada applicable in the said Province or Territory;

**“Canada”** or **“Government of Canada”** means Her Majesty the Queen in Right of Canada, the Attorney General of Canada, Her and their current and former respective legal representatives, employees, agents, servants, predecessors, successors, executors, administrators, heirs and assigns;

**“Class Actions”** means:

- (a) *Todd Edward Ross, Martine Roy and Alida Satalic v. Attorney General of Canada*, Federal Court File No. T-370-17;
- (b) *Todd Edward Ross v. Attorney General of Canada*, Ontario Superior Court of Justice File No. CV-16-5653275;
- (c) *Martine Roy v. Attorney General of Canada*, Quebec Superior Court File No. 500-06-000819-165; and
- (d) *Alida Satalic v. Attorney General of Canada*, Federal Court File No. T-2110-16;

**“Class Counsel”** means counsel for the class as listed under **Schedule “Q”**, attached;

**“Class Members”** means:

All current or former members of the CAF, current or former members of the RCMP, and current or former Employees of the FPS, who were alive as of October 31, 2016 and who faced threat of sanction, were investigated, were sanctioned, or who were discharged or released from the CAF or RCMP or terminated from the FPS, or who

resigned from the FPS, in connection with the LGBT Purge, by reason of their sexual orientation, gender identity, or gender expression between December 1, 1955 and June 20, 1996, who have not opted out and who are not deemed to have opted out of the Omnibus Class Action on or before the expiry of the Opt Out Period.

**"Claims Period"** means the period from the Implementation Date to the Individual Application Deadline;

**"Class Period"** means the period from December 1, 1955 to June 20, 1996;

**"Compensation Amounts"** has the meaning given in Section 7.05 of this FSA;

**"Compensation Grid"** is the schedule attached as Annex "B" to the AIP and now marked as Schedule "P" of this FSA;

**"Court"** means the Federal Court of Canada;

**"Deemed Class Member"** means an individual who falls into the definition provided in Sections 4.03 and 4.04;

**"Designated Amount"** means fifty million dollars (\$50,000,000.00) to be paid by Canada to individually compensate Eligible Class Members;

**"Determination Date"** means the day the Administrator determines the number of Eligible Class Members in accordance with Section 7.03(b);

**"Eligible Class Member"** means a Class Member who was alive on October 31, 2016, and whose application for an Individual Payment is approved in accordance with the provisions of this FSA;

**"Employee of the FPS"** means a determinate/term or indeterminate employee appointed to the public service under the *Public Service Employment Act* or other legislation, whether full time or part time, or an employee under the *Public Service Staff Relations Act*, and includes persons employed in a managerial or confidential capacity and employees of the Canadian

Security Intelligence Service, but does not include students, casual employees, ministerial staff, staff locally engaged outside of Canada or persons appointed by the Governor in Council;

**"Enhanced Amount"** means the additional funds required to pay the Compensation Amounts to each Eligible Class Member if the Designated Amount is insufficient to pay Compensation Amounts to each Eligible Class Member, up to an additional sixty million dollars (\$60,000,000.00);

**"Estate Executor"** means the estate executor, administrator or trustee of a deceased Class Member's estate, or the personal representative of a Class Member who is under a disability in accordance with applicable provincial and territorial legislation;

**"Federal Public Service" or "FPS"** means the departments, agencies, or organizations whose security screening investigations were conducted pursuant to Cabinet Directive 29 and Cabinet Directive 35, listed in **Schedule "D"**, attached, for the time periods specified therein;

**"Implementation Date"** means the latest of:

- (a) thirty (30) days after the expiry of the Opt-Out Period;
- (b) the day following the last day on which a Class Member may appeal or seek leave to appeal the Approval Order; or
- (c) the day after the date of a final determination of any appeal brought in relation to the Approval Order;

**"Individual Application"** means an application for Individual Benefits completed substantially in the form attached as **Schedule "E"** or as amended by the Parties' agreement, and signed by a Class Member or the Class Member's Estate Executor, along with any supporting documentation;

**"Individual Application Deadline"** means the six (6) month anniversary of the Implementation Date;

**“Individual Benefits”** means the Individual Payment and any non-monetary Individual Reconciliation Measures provided to Class Members;

**“Individual Payment”** means a lump sum payment made to an Eligible Class Member that is either an Initial Payment or an Additional Payment;

**“Individual Reconciliation Measures”** means the Canada Pride Citation, the personal apology letter, the ability to access certain individual records, and to have a notation included in those individual records, where such records still exist, as set out in Section 6;

**“Initial Payment”** means five thousand dollars (\$5,000.00);

**“Notice Program”** means the program of notice to Class Members set out in **Schedule “F”** (Phase I Proposed Notice Program - Notice of Settlement Approval Hearing) and **Schedule “H”** (Phase II Proposed Notice Program - Notice of Settlement Approval, Individual Benefits and Opt Out);

**“Omnibus Class Action”** means the Federal Court Action: *Todd Edward Ross, Martine Roy and Alida Satalic v. Attorney General Canada*, Federal Court File No. T-370-17;

**“Opt Out Period”** means the ninety (90) day period commencing on the Approval Date;

**“Opt Out Threshold”** means the Opt Out Threshold set out in Section 3.05;

**“Reconciliation and Memorialization Measures Fund”** or **“RMM Fund”** means a sum of money set aside by Canada for broad based reconciliation and memorialization measures, consisting of at least fifteen million dollars (\$15,000,000.00);

**“Reconciliation and Memorialization Measures Panel”** or **“RMM Panel”** means a panel to be created to review and determine the allocation of funds for additional projects as set out in Section 5.02;

**“Retention Period”** has the meaning given in Section 16.02;

**“Veterans Affairs Canada” or “VAC”** means the department within the Government of Canada with responsibility for pensions, benefits and services for war veterans, retired and still-serving members of the CAF and RCMP.

## **1.02 Headings**

The division of this FSA into Sections and Schedules and the insertion of a table of contents and headings are for convenience of reference only and do not affect the construction or interpretation of this FSA. The terms “herein”, “hereof”, “hereunder” and similar expressions refer to this FSA and not to any particular Section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Sections and Schedules are to Sections and Schedules of this FSA.

## **1.03 Extended Meanings**

The term “including” means “including without limiting the generality of the foregoing”.

## **1.04 No Contra Proferentem**

The Parties acknowledge that they have all reviewed and participated in settling the terms of this FSA and they agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting parties is not applicable in interpreting this FSA.

## **1.05 Day For Any Action**

Where the day or date on or by which any action required to be taken hereunder expires or falls on a day that is not a Business Day, such action may be done on the next succeeding day that is a Business Day.

## **1.06 When Order Final**

For the purposes of this FSA, a judgment or order becomes final when the time for appealing or seeking leave to appeal the judgment or order has expired without an appeal being taken or leave to appeal being sought or, in the event that an appeal is taken or leave to appeal is



sought, when such appeal or leave to appeal and such further appeals as may be taken have been disposed of and the time for further appeal, if any, has expired.

## **1.06 Currency**

All references to currency herein are to the lawful money of Canada.

## **1.07 Schedules**

The following Schedules to this FSA are incorporated into and form part of it by this reference as fully as if contained in the body of this FSA:

Schedule "A" – Omnibus Class Action Statement of Claim

Schedule "B" – The Prime Minister's Apology

Schedule "C" – Agreement in Principle

Schedule "D" – Departments and Agencies of the Federal Public Service

Schedule "E" – Individual Application Form

Schedule "F" – Phase I Proposed Notice Program (Settlement Approval Hearing)

Schedule "G" – Phase I Notice of Settlement Approval Hearing

Schedule "H" – Phase II Proposed Notice Program (Settlement Approval, Individual Benefits and Opt Out)

Schedule "I" – Phase II Notice of Approval of the Settlement

Schedule "J" – Opt Out Form

Schedule "K" – Consultations

Schedule "L" – Records - Historical Documentation Relating to Government Policies

Schedule "M" – Draft Terms of Reference and Draft Design Plan for Canada Pride Citation

Schedule "N" – Text of File Notation

Schedule "O" - Claims Process – Administration and Assessment

Schedule "P" – Compensation Grid (Annex B to AIP)

Schedule "Q" – Contact Information for Counsel

Schedule "R" – Approval Order

However, in the event of a contradiction between the content of the body of this FSA and the content of the body of one of the above Schedules, the language of the body of the FSA will govern.

### **1.08 No Other Obligations**

All actions, causes of actions, liabilities, claims and demands whatsoever of any nature or kind for damages, contribution, indemnity, costs, expenses or interest which any Class Member ever had, now has or may hereafter have arising against Canada in relation to the LGBT Purge or related policies, written or unwritten, and actions thereunder, whether or not such claims were made or could have been made in any proceeding including the Class Actions, will be finally settled on the terms and conditions set out in this FSA upon the Implementation Date, and Canada will have no further liability except as set out in this FSA.

## **SECTION TWO**

### **EFFECTIVE DATE OF THIS FSA**

#### **2.01 Date when Binding and Effective**

This FSA will become effective and be binding on all the Parties and the Class Members on and after the Implementation Date. The Approval Order will constitute approval of this FSA in respect of all Class Members.

#### **2.02 Effective in Entirety**

None of the provisions of this FSA will become effective unless and until the Court approves all the provisions of this FSA.

## **SECTION THREE**

### **IMPLEMENTATION OF THIS FSA**

#### **3.01 Amendment of Omnibus Class Action**

The Parties agree that it is their intent to resolve the claims of all members of the CAF and RCMP, and employees of the FPS who were affected by the LGBT Purge. The Parties agree to amend the class definitions in the Omnibus Class Action to read as set out in Section 4.01.

### **3.02 Content of the Omnibus Class Action**

The Parties agree that the causes of action asserted in the Omnibus Class Action encompass and incorporate all claims and causes of action asserted in the Class Actions.

### **3.03 Consent Certification**

The Parties agree that an application will be made to the Court for the certification of the Omnibus Class Action on consent for the purposes of settlement, returnable at the same time as settlement approval, in accordance with the terms of the FSA.

### **3.04 Notice**

#### **3.04(a) Notice Provider and Notice Program**

The Plaintiffs will engage KCC as the Notice Provider, who will effect notice of the hearing of the motion to approve this FSA in accordance with the Phase I Notice Program attached as **Schedule "F"**. Notice of the hearing to approve this FSA will be generally in the form set out in **Schedule "G"**.

The Notice Provider will effect notice of the approval of this FSA and of the process to apply for Individual Benefits or to opt out of the settlement in accordance with the Phase II Notice Program attached as **Schedule "H"**. The draft Phase II Notice, which is subject to amendment by the parties on consent, is attached as **Schedule "I"**.

#### **3.04(b) Funding of Notice**

Canada agrees to fund the notice plans to a maximum of \$400,000.

#### **3.04(c) Notice of Approval of Settlement**

The Notice of Approval of the Settlement Agreement will include an Opt Out form generally in the form attached as **Schedule "J"**.

#### **3.04(d) 1-800 number**

There will be a "1-800" number which will provide scripted information concerning the claims process, the cost of which is included in the amounts provided by Canada for notice and administration.

### **3.05 Opt Out Threshold**

If the number of Class Members who opt out or who are deemed to have opted out under the Approval Order exceeds two hundred and fifty (250), in Canada's sole discretion Canada may, within thirty (30) days after the end of the Opt Out Period, exercise the option to void this FSA, in which case the Approval Order will be set aside in its entirety.

## **SECTION FOUR**

### **CLASS DEFINITION AND EXCEPTIONS**

#### **4.01 Class Definition**

The Parties agree that the class will be defined as follows:

All current or former members of the CAF, current or former members of the RCMP, and current or former Employees of the FPS, who were alive as of October 31, 2016 and who faced threat of sanction, were investigated, were sanctioned, or who were discharged or released from the CAF or RCMP or terminated from the FPS, or who resigned from the FPS, in connection with the LGBT Purge, by reason of their sexual orientation, gender identity, or gender expression between December 1, 1955 and June 20, 1996, who have not opted out and who are not deemed to have opted out of the Omnibus Class Action on or before the expiry of the Opt Out Period.

#### **4.02 Exceptions Committee**

The Parties wish to establish a procedure to avoid injustice and ensure that Individual Payments are paid to Eligible Class Members in accordance with the underlying principle of this FSA, specifically to provide compensation to those members and employees who suffered direct negative effects of the LGBT Purge.

Accordingly, the Parties agree that there will be an Exceptions Committee consisting of six members, specifically:

- (a) A Class Member;
- (b) A representative of Class Counsel present for the discussions leading up to this FSA;
- (c) A representative of the CAF, RCMP or TBS;
- (d) A representative of Justice Canada present for the discussions leading up to this FSA;
- (e) the Administrator; and
- (f) the Assessor.

The purpose of the Exceptions Committee will be to consider and decide whether exceptions may be made in accordance with Section 4.03 or 4.04 to allow Individual Payments to be made to individuals who do not meet the Class Definition, or who meet the Class Definition but were terminated after June 20, 1996. The Exceptions Committee may also give such directions to the Administrator as may, from time to time, be necessary.

The Exceptions Committee will specifically take into consideration the fact that this FSA is intended to provide compensation to those who suffered direct negative effects of the application of official sanctioned policies related to the LGBT Purge.

The Exceptions Committee will endeavour to arrive at a consensus; however, in the event that consensus cannot be achieved the Assessor will determine whether to allow an Individual Payment to be made pursuant to section 4.03(a)-(c) and 4.04.

The decision of the Exceptions Committee, or the Assessor, as the case may be, will be final and not subject to any appeal and shall not be altered or set aside for any reason.

#### **4.03 Exceptions for Individuals Not Falling Within Class Definition**

##### **4.03(a) Harm Occurring Before December 1, 1955**

Certain historical evidence suggests that the Government of Canada may have taken action as early as 1952 in the CAF and 1955 in the RCMP and FPS that was similar to the actions later taken during the LGBT Purge.

Consequently, in the event that an individual does not fall within the Class Definition solely by reason that the individual was investigated by, was sanctioned by, or was discharged, terminated, released or resigned from by the CAF, RCMP or FPS prior to December 1, 1955,

that individual is not precluded from filing an Individual Application for an Individual Payment. The Exceptions Committee may direct the Administrator to award an Individual Payment to such an applicant, provided the Exceptions Committee is satisfied on the evidence presented by the applicant that the treatment to which the applicant was subjected fell within Compensation Levels 1 through 4 as defined in Section 7, and occurred as a result of the applicant's sexual orientation, gender identity or gender expression. The Administrator can also award Individual Reconciliation Measures to such an applicant.

Any individual who applies or is eligible to apply under this Section 4.03(a) is deemed to be a Class Member.

#### **4.03(b) Employment in Departments Not Listed in Schedule "D"**

In the event that an individual was employed by Canada during the Class Period but does not fall within the Class Definition solely by reason that the department, agency or organization with which the individual was employed is not listed in **Schedule "D"**, that individual is not precluded from filing an Individual Application for an Individual Payment. The Exceptions Committee may direct the Administrator to award an Individual Payment to such an applicant, provided the Exceptions Committee is satisfied on the evidence presented by the applicant that the treatment to which the applicant was subjected fell within Compensation Levels 1 through 4 as defined in Section 7, and that the security screening investigations of the department, agency or organization with which the individual was an employee were conducted pursuant to Cabinet Directive 29 and Cabinet Directive 35. The Administrator can also award Individual Reconciliation Measures to such an applicant.

Any individual who applies or is eligible to apply under this Section 4.03(b) is deemed to be a Class Member.

#### **4.03(c) Harm Resulting from Being Perceived as LGBT**

The Exceptions Committee will consider the applications of individuals who were not lesbian, gay, bisexual or transgendered but who were perceived as lesbian, gay, bisexual or transgendered and who were subject to the experiences described in level 1, 2, 3, and/or 4 in connection with the LGBT Purge during the Class Period.

The Exceptions Committee may direct the Administrator to award an Individual Payment to an applicant who is not lesbian, gay, bisexual or transgendered but who was perceived as lesbian, gay, bisexual or transgendered, provided the Exceptions Committee is satisfied on the evidence that the experience was a result of that perception. The Exceptions Committee will determine whether the compensation should be made under level 1, 2 or 3 and will refer level 4 applications to the Assessor for adjudication.

For greater clarity, no compensation will be awarded under this section for level 1 harm to individuals who experienced minimally intrusive questioning, i.e. a single interview and/or incident of being questioned or followed and who did not have any other experiences identified in level 1.

Any individual who applies or is eligible to apply under this Section 4.03(c) is deemed to be a Class Member.

#### **4.04 Exceptions for Release, Discharge, Termination or Resignation After June 20, 1996**

Any Class Member who, prior to June 20, 1996, experienced Purge-related treatment falling within compensation Levels 1 or 2 and 4 (as applicable), but who was terminated, released, discharged, or resigned as a result of that treatment after June 20, 1996, is eligible for compensation in Levels 1 or 2 and 4 (as applicable). In addition, the Exceptions Committee has the discretion to direct the Administrator to award that Class Member compensation for Level 3 harm, provided the Exceptions Committee is satisfied on the evidence presented by the Class Member that termination of the Class Member's employment was directly linked to the LGBT Purge-related treatment the Class Member experienced prior to June 20, 1996. For greater certainty, such a Class Member is also eligible for Level 4 compensation, if applicable.

Any individual who applies or is eligible to apply under this Section 4.04 is deemed to be a Class Member.

## **SECTION FIVE**

### **BROAD-BASED RECONCILIATION AND MEMORIALIZATION INITIATIVES**

### **5.01 The Reconciliation and Memorialization Measures**

Broad-based Reconciliation and Memorialization Measures ("RMM") shall be paid for out of the RMM Fund.

The Parties agree that the RMM will include the following:

#### **5.01(a) Canadian Museum for Human Rights**

The curation of a core and/or traveling museum exhibition by the Canadian Museum for Human Rights (CMHR), which will be based, in part, on the collection of stories and oral histories of Class Members subject to the acceptance of a proposal and costed work plan prepared by the CMHR and acceptable to both the RMM Panel and the CMHR.

#### **5.01(b) National Monument**

The creation of a National Monument, to be located in the National Capital Region, and accompanying interpretation package which will memorialize the historical discrimination against LGBTQ2 Canadians, including with respect to the LGBT Purge. The Department of Canadian Heritage will manage all aspects of this project, and will ensure there are opportunities for the representative plaintiffs and/or Class Members identified by the RMM Panel to be engaged in and consulted on the project.

#### **5.01(c) Consultations**

Consultations with respect to LGBTQ2 inclusion in the federal public workplace, as described in Section 5.03.

#### **5.01(d) Budgetary Control**

For greater clarity, all decisions regarding the allocation of RMM Funds will be reviewed and determined by the RMM Panel.

### **5.02 Reconciliation and Memorialization Measures Panel**



### 5.02(a) Role of the RMM Panel

The RMM Panel will be created to review and determine the allocation of funds for all projects that will memorialize the LGBT Purge and/or provide support to those affected, which include the projects listed in 5.01(a)-(c) and which may include any or all of:

- i. Heritage Minutes;
- ii. academic endowments;
- iii. funding for local community organizations;
- iv. additional archive projects, including those undertaken by the Canadian Lesbian and Gay Archives or Archives Gaies du Québec;
- v. scholarships, fellowships or research funding; and/or
- vi. a Telefilm documentary project.

### 5.02(b) Transfer of monies to and from the RMM Fund

The Parties agree that the RMM Fund will be paid and administered under terms to be negotiated by the Parties and executed by the Parties in an agreement which supplements this agreement (the "Supplementary Agreement"). The said negotiations and execution of the Supplementary Agreement will be completed no later than 7 days prior to the date of the Approval Hearing. The RMM Panel has the discretion and authority to direct Canada to pay the \$15 million in accordance with the terms to be established by the Supplementary Agreement. The RMM Panel may direct that some or all of the RMM Fund is to be held in an interest bearing account or otherwise invested, with investment yield accumulated for the benefit of the RMM Fund, or may direct that some or all of the Fund be returned to the Government of Canada for the specified purposes of funding certain RMM.

The RMM Fund will also include the **Additional RMM Payment**, should such a payment be made pursuant to section 7.04 below.

All monies allocated to RMM, including investment income, under this FSA shall be exhausted and the RMM Panel shall be wound up by December 31, 2021. This deadline may be extended on the written consent of the Parties.

However, recognizing that the National Monument project in particular may require an extended timeframe for completion, if requested by a majority of the RMM Panel, the Parties will agree to an extension of the winding up date to December 31, 2023 in the absence of exceptional circumstances.

#### **5.02(c) Membership**

The Panel will include:

- (a) four Class Members;
- (b) one member of the Plaintiffs' Class Counsel team;
- (c) four representatives of the Government of Canada;
- (d) one representative of the Defendant's Counsel team; and
- (e) a chair to be nominated by the Class Members appointed to the Panel.

Each of the representatives from the Government of Canada may bring a colleague or colleagues from the Government of Canada to RMM Panel meetings for the purpose of assisting the representative.

Should a member of the RMM Panel be unable to attend a meeting of the RMM Panel, the member may delegate someone to attend the meeting on the member's behalf. The delegate must be a member of the same category (a) through (e) above as the member of the RMM Panel the delegate is replacing. Should any of the members of the RMM Panel be unable or unwilling to act, then a substitute representative will be chosen by the representative Plaintiffs or their duly appointed successors in the case of the class representatives, or by the Defendant in the case of the government representatives.

The representatives of the Government of Canada (at (c) above), and of the Defendant's counsel team (at (d) above) shall not be voting members of the RMM Panel. The role of each such representative will be restricted to providing information and to observing the RMM Panel's discussions. Each such representative shall not take part in any decisions or actions of the RMM Panel.

The Parties agree and stipulate that the RMM Panel Chair, while participating in the activities and decisions of the RMM Panel and while performing the duties of the RMM Panel Chair, will be acting solely as a representative of the Class Members, and not as a servant, agent or representative of the Government of Canada.

#### **5.02(d) Operation of the Panel**

The reasonable operating expenses of the RMM Panel will be paid from the RMM Fund, including reasonable travel expenses in accordance with the Government of Canada National Joint Council Travel Directive. In addition, a stipend not to exceed \$420 per day to a maximum of twelve days per year will be paid from the RMM Fund to each Class Member representative on the RMM Panel, including the Chair, provided that no stipend may be paid to any such representative while employed by Canada, even if the representative is a Class Member.

The RMM Fund will not be responsible for the travel expenses, salaries or other costs of the representatives of the Government of Canada on the RMM Panel and no stipend shall be payable to them.

#### **5.03 Consultations**

The Plaintiffs acknowledge that the CAF, the RCMP and various departments and agencies of the FPS currently have in place diversity training for their members and employees regarding LGBTQ2 issues. The Defendant agrees that representatives of the CAF, the RCMP and the Canada School of Public Service will consult with a non-governmental organization subject-matter expert to be appointed by the RMM Panel, on ways to improve existing training relating to LGBTQ2 inclusion in the workplace. The Defendant also agrees that officials with the LGBTQ2 Secretariat, Privy Council Office, will consult with a non-governmental organization subject-matter expert to be appointed by the RMM Panel, regarding ways to enhance LGBTQ2 inclusion in the Federal workplace.

The reasonable costs incurred by the subject matter expert in this regard will be approved by the RMM Panel and will be paid from the RMM Fund.

Canada agrees to conduct the consultations in accordance with **Schedule “K”**.

#### **5.04 Records – Historical Documentation Relating to Government Policies**

Canada will agree to make non-personal, historical policy records related to the LGBT Purge accessible in accordance with the procedures set out in **Schedule “L”**.

### **SECTION SIX**

#### **INDIVIDUAL RECONCILIATION AND RECOGNITION MEASURES**

Individual Reconciliation and Recognition Measures shall consist of recognition by way of an award to be created to be called the Canada Pride Citation, a personal letter of apology, access to individual records, and a notation included in those individual records. Any or all of these measures must be requested through the Individual Application.

#### **6.01 Canada Pride Citation and Letter of Apology**

All Class Members are eligible for the Canada Pride Citation. The draft Terms of Reference and a draft Design Plan for the Canada Pride Citation are attached as **Schedule “M”**.

All Class Members are eligible for the letter of apology. The text of the letter of apology will be determined by the Defendant.

The letter of apology will be made by one of the following officials:

- (a) In the case of Class Members who are former members of the CAF, by the Chief of Defence Staff;
- (b) In the case of Class Members who are former members of the RCMP, by the Commissioner of the RCMP; or
- (c) In the case of all other Class members, by the Clerk of the Privy Council.

In addition, the Parties agree that, the personal representative or heir-at-law of a deceased Class Member or an individual who would have been a Class Member but for the fact that they

were not alive as of October 31, 2016 is entitled to apply for the Canada Pride Citation and/or personal apology on the deceased's behalf. For greater certainty, the Class Member or individual's spouse or the individual who, at the time of the Class Member or individual's death, was cohabiting with the Class Member or the individual in a conjugal relationship, having so cohabited for a period of at least one year, will equally be entitled to obtain the Canada Pride Citation and/or personal apology, on the deceased's behalf.

#### **6.02 Access to Individual Records**

Canada will work with the Administrator to set up a process to facilitate Class Members' access to their own records subject to all applicable legislation including the *Privacy Act*. The process will only apply to the following file types:

- (a) Military service/personnel records;
- (b) Military medical files;
- (c) Military Police investigation files;
- (d) RCMP service records;
- (e) RCMP security screening records; and
- (f) Departmental personnel files.

The Parties acknowledge that for many Class Members, the above records may no longer exist.

#### **6.03 Insertion of File Notation**

Any living Class Member who is found to have been sanctioned, has resigned or was discharged, released or terminated as a result of Canadian Forces Administrative Order 19-20 or Cabinet Directive 29 or Cabinet Directive 35, may have added to their personnel file or service record, where such record still exists, a notation in the form set out in **Schedule "N"**

## **SECTION SEVEN**

### **INDIVIDUAL COMPENSATION**

### **7.01 Total Compensation available for Individual Compensation**

The total amount payable by Canada in respect of individual compensation is limited to the sum of all payments assessed as payable to individual Eligible Class Members as defined and set out below, and shall not in any circumstances exceed the sum of one hundred ten million dollars (\$110,000,000.00):

### **7.02 Individual Application Process**

The Administrator will process all Individual Applications as set out below and substantially in accordance with the Claims Process attached here to as **Schedule "O"**.

### **7.03 Determination of the Amount Payable by Canada**

#### **7.03(a) Payment of Designated Amount**

Canada shall, no later than 60 days after the Implementation Date, pay the Administrator \$25 million (\$25,000,000) representing half of the Designated Amount; Canada shall, no later than 180 days after the Implementation Date, pay the Administrator \$12.5 million (\$12,500,000) representing one quarter of the Designated Amount; Canada shall, no later than 240 days after the Implementation Date, pay the Administrator \$12.5 million (\$12,500,000) representing one quarter of the Designated Amount.

#### **7.03(b) Administrator's Determination**

As soon as possible but no later than 120 days after the Individual Application Deadline (the "**Determination Date**"), the Administrator will determine the number of Eligible Class Members and advise Canada whether it will be required to pay the Enhanced Amount as set out in Section 7.09;

#### **7.03(c) Notice of Amount of Enhanced Amount**

If Canada is required to pay the Enhanced Amount, the Administrator will forthwith advise Canada of the precise amount it will be required to pay; however, in no circumstance will Canada be required to pay more than sixty million dollars (\$60,000,000.00) in respect of the Enhanced Amount;

#### 7.03(d) Payment of Enhanced Amount

If the Administrator advises Canada pursuant to section 7.03(c) that Canada is required to pay the Enhanced Amount, and of the precise amount it is required to pay, Canada will pay that amount to the Administrator within 12 months of the Individual Application Deadline, and upon being given no less than 30 days' notice.

#### 7.04 Excess Designated Amount

If the total amount of the Individual Payments is less than the Designated Amount, the Administrator will pay up to \$10 million from the Designated Amount to the RMM Fund along with any accrued interest to be used for Reconciliation and Memorialization Measures. The payment to the RMM Fund under this section shall be known as the "**Additional Reconciliation and Memorialization Measures Payment**" or "**Additional RMM Payment**").

#### 7.05 Assessment and Eligibility

The Administrator shall review and assess Individual Applications from applicants and determine whether each applicant (a) is a Class Member or Deemed Class Member; (b) is eligible for compensation, and if eligible; (c) is eligible under Categories 1, 2 or 3, based on the Compensation Grid attached as **Schedule "P"**.

The Administrator shall pay Class Members who are eligible for compensation (which for greater certainty does not include those who faced threat of sanction without experiencing investigation, sanction, discharge, release, termination or resignation on account of the LGBT Purge) an amount that is equal to the following amounts (the "**Compensation Amounts**"), subject to any necessary pro rating as set out in Section 7.08:

	Level	Compensation Amount
1.	Investigation and / or sanction – Level 1; or	\$ 5,000
2.	Investigation and / or sanction – Level 2; or	\$ 20,000
3.	Discharge or Termination	\$ 50,000

Plus, if applicable, one of

- |    |   |                 |
|----|---|-----------------|
| 4A | Exceptional Harm (not including exceptional harm arising from physical and/or sexual assault); or | Up to \$50,000  |
| 4B | Exceptional Harm arising from physical and/or sexual assault                                      | Up to \$100,000 |

### 7.06 Clarifications

For greater certainty, Class Members are eligible for compensation if they can establish that they experienced incidents described in Levels 1, 2 or 3 of **Schedule "P"**. The compensation to which such persons are entitled is the highest applicable category of Levels 1 or 2 or 3 which describes their experience.

If a Class Member who qualifies for a payment under Level 1, 2 or 3 also experienced exceptional harm as detailed in Level 4A or 4B of **Schedule "P"**, that Class Member may also be eligible to receive a payment within the ranges listed pursuant to either Level 4A or 4B, but not both, depending on which is the most applicable.

The amount of compensation payable under Level 4A or 4B will be determined by the Assessor to a maximum of an additional \$50,000 for Level 4A, or to a maximum of an additional \$100,000 for Level 4B. The total compensation received by a Class Member shall not exceed \$100,000 (Level 1 or 2 or 3 + Level 4A) or \$150,000 (Level 1 or 2 or 3 + Level 4B), subject to the addition of the augmented amounts described below. The Assessor shall determine the precise amount of compensation payable under Level 4A or 4B in accordance with **Schedule "P"**.

### 7.07 Verification

The Administrator shall carry out random audits of Individual Applications to verify the accuracy of the information contained therein, in accordance with the duties, powers, and process established in **Schedule "O"**.

### 7.08 Residue of Designated Amount and Augmented Compensation Amounts



Any further residue from the Designated Amount after the Compensation Amounts are paid and the **Additional RMM Payment** is made shall first be distributed on a *pro rata* basis to Eligible Class Members to a maximum total payment to Eligible Class Members in each category (the “**Augmented Compensation Amounts**”) as follows:

	Level	Augmented Amount	Compensation
1.	Investigation and / or sanction – Level 1 <sup>1</sup> ; or	Up to \$7,500 (up to additional \$2,500)	
2.	Investigation and / or sanction – Level 2; or	Up to \$25,000 (up to additional \$5,000)	
3.	Discharge or Termination	Not applicable	
Plus, if applicable, one of			
4A	Exceptional Harm(not including exceptional harm arising from physical and/or sexual assault); or	Up to \$60,000 (up to additional \$10,000)	
4B	Exceptional Harm arising from physical and/or sexual assault	Up to \$125,000 (up to additional \$25,000)	

For greater certainty, Class Members who qualify for Level 3 (Discharge or Termination) shall not be entitled to any Augmented Compensation Amount. Payments in respect of Level 3 (Discharge or Termination) shall be capped at \$50,000 plus Level 4A or 4B, if one of 4A or 4B applies, for a maximum total payment of \$110,000 or \$175,000 respectively. For greater certainty, regardless of the number of incidents, no class member shall be entitled to receive more than \$175,000.

In the event that Augmented Compensation Amounts are to be paid, but must be prorated from the residue of the Designated Amount, these supplemental payments in respect of the Augmented Compensation Amounts shall be calculated and prorated according to the following formula:

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<sup>1</sup> Level 1 does not capture minimal and routine questioning regarding a Class Member's sexual orientation, gender identity or gender expression.

$$X \times \frac{Y - A}{Z - B}$$

Where: X=the total available residue to be divided, in dollars.

Y=the total value of the Eligible Class Member's assessed Compensation Amount, if no cap existed.

A=any Level 3 Compensation Amount assessed for the Eligible Class Member.

Z=the total value of all assessed Compensation Amounts, if no cap existed.

B=the total value of all Level 3 Compensation Amounts assessed, if no cap existed.

After payment of the Augmented Compensation Amounts, any further residue from the Designated Amount shall be applied to additional RMM.

If the Designated Amount is insufficient to pay the Compensation Amounts to each Eligible Class Member, the Defendant shall pay an amount sufficient to pay Compensation Amounts to each Eligible Class Member (the "**Enhanced Amount**") up to an additional sixty million dollars (\$60,000,000.00).

In no circumstances shall the Defendant be required to pay any amount in excess of one hundred ten million dollars (\$110,000,000.00) for compensation payments to Eligible Class Members. If the Enhanced Amount is not sufficient to pay the Compensation Amounts to each Eligible Class Member, all amounts owing to Eligible Class Members after payment of the Initial Payment (defined below) shall be divided on a *pro rata* basis among the Eligible Class Members so that the total payments to Eligible Class Members do not exceed one hundred ten million dollars (\$110,000,000.00) (the "**Reduced Payments**"). The Administrator will then pay out the Reduced Payments to each Class Member.

In the event that Reduced Payments are to be paid, for each Eligible Class Member, a Reduced Payment shall be calculated and prorated according to the following formula:

$$X \times \frac{Y}{Z}$$

Where: X=the total available residue to be divided, in dollars;

Y=the total value of the Eligible Class Member's assessed Compensation Amount, if no cap existed.

Z=the total value of all assessed Compensation Amounts, if no cap existed.

In the event any prorated payment otherwise payable to a Class Member in accordance with the foregoing calculations would amount to less than \$100, no such prorated payment shall be made, but rather the undistributed amount shall be paid to the RMM Fund.

#### **7.09 Initial and Final Distribution of Approved Payments**

All Class Members eligible for compensation shall be paid **\$5,000** by the Administrator (the "**Initial Payment**") as soon as reasonably practicable following verification that they will qualify for compensation in one of Levels 1, 2, or 3:

Should the Administrator find that a Class Member is eligible for additional compensation pursuant to Levels 1, 2, 3 or 4, the Initial Payment will be deducted from the total amounts assessed as payable to that Eligible Class Member, resulting in the additional payment to be paid through a final distribution (the "**Additional Payments**").

Payment of the Additional Payments will be withheld for a period of 12 months from the Individual Application Deadline.

If at any time after the Implementation Date, it appears that the total amounts assessed for Initial Payments will exceed **\$110,000,000**, the Administrator will be given the discretion to suspend these payments until the Claims Period ends. If at the Individual Application Deadline, the total amounts assessed for Initial Payments exceed **\$110,000,000**, the Initial Payments that have not yet been paid will be prorated and no Additional Payments will be paid to Class Members.

In that event, the remaining Initial Payments shall be calculated by dividing the remaining funds by the number of Eligible Class Members to be paid. If the amount of each remaining Initial Payment is expected to fall below \$100, no payment will be made to the remaining Eligible Class Members, and the sums will instead be diverted back into the RMM Fund.

#### **7.10 Individual Payment Administrative Costs**

The Parties agree that Canada will pay the costs of the Administrator and Assessor, including any audit of their activities, up to a maximum of five million dollars (\$5,000,000.00), less the cost of the notice program and any additional audits conducted by Canada pursuant to **Schedule "O"**.

#### **7.11 Compensation if Deceased**

If an Eligible Class Member dies or died on or after October 31, 2016 and the Individual Application required under Section 7.02 has been submitted to the Administrator by his or her Estate Executor on or after his or her death, the Estate Executor shall be paid the amount payable under Section 7.02 to which the deceased Eligible Class Member would have been entitled if he or she had not died.

Class Members who died prior to October 31, 2016 are not entitled to any monetary compensation.

## **SECTION EIGHT**

### **DUTIES OF THE ADMINISTRATOR AND THE ASSESSOR**

### 8.01 General Principle

The Parties agree that they are not currently able to contemplate precisely or describe exhaustively all of the circumstances of Eligible Class Members. The Parties desire to establish a procedure to avoid injustice and ensure that Individual Payments are paid to Eligible Class Members in accordance with the underlying principle of this FSA, specifically compensation for the negative effects of the official policies that led to the LGBT Purge.

### 8.02 Appointment of the Administrator and Assessor

The Administrator will be chosen through a process acceptable to Canada. The Administrator will administer the Canada Pride Citation and Levels 1 through 3 of the Individual Compensation scheme. The Administration will take place within the framework described in **Schedule "O"**, attached.

The Parties have mutually chosen to appoint Justice Marie Deschamps as the Assessor (the **"Assessor"**) to adjudicate eligibility for compensation under Level 4 of the Individual Compensation scheme. The adjudication shall take place within the framework described in **Schedule "O"**, attached.

### 8.03 Administrator's Duties

The Administrator's duties and responsibilities will include the following:

- 8.03(a) developing, installing and implementing systems and procedures for processing, evaluating and making decisions respecting Individual Applications which reflect the need for simplicity in form, including processing the Individual Applications substantially in accordance with **Schedule "O"**;
- 8.03(b) developing, installing and implementing systems and procedures for making Individual Payments;
- 8.03(c) reporting to the Court respecting Individual Applications received and being administered and determined;
- 8.03(d) providing, training and instructing personnel in such reasonable numbers as are required for the performance of its duties;

- 8.03(e)** keeping, or causing to be kept, accurate accounts of its activities and its administration of the Individual Payments, preparing such financial statements, reports and records as are required by the Court, in a form and with content as directed by the Court, and submitting them to the Court so often as the Court directs;
- 8.03(f)** receiving and responding to all enquiries and correspondence respecting the validation of Individual Applications, reviewing and evaluating all Individual Applications, making decisions in respect of Individual Applications, giving notice of its decisions in accordance with the provisions of this FSA and communicating with Class Members and Eligible Class Members, in either English or French, as the Class Member or Eligible Class Member elects;
- 8.03(g)** receiving and responding to all enquiries and correspondence respecting payment of compensation for valid Individual Applications, and forwarding the compensation in accordance with the provisions of this FSA and communicating with Class Members and Eligible Class Members in either English or French, as the Class Member or Eligible Class Member elects;
- 8.03(h)** if a Class Member or Eligible Class Member contacts the Administrator and expresses the desire to communicate in a language other than English or French, the Administrator will make best efforts to accommodate him or her;
- 8.03(i)** maintaining a database with all information necessary to permit a determination and making a determination of whether Canada must pay the Designated Amount or the Enhanced Amount and, if Canada is required to pay the Enhanced Amount, what the precise amount of that payment should be on the Determination Date; and
- 8.03(j)** providing all records and information requested for the purposes of any audits that may be conducted, and cooperating fully with such audits; and
- 8.03(k)** such other duties and responsibilities as the Court may from time to time by order direct.

## **SECTION NINE**

### **PREVENTION OF DOUBLE RECOVERY**

#### **9.01 Full and Final Release From Previous Actions**

Class Members who have received a payment of damages or other compensation through a judgment or award in civil or administrative proceedings in respect of the LGBT Purge or harms arising therefrom shall not be entitled to an Individual Payment.

Class Members who received a payment of damages or other compensation through a settlement in civil or administrative proceedings in respect of the LGBT Purge or harms arising therefrom shall not be entitled to an Individual Payment where there is evidence that they provided a full and final release from future claims in the course of those settlements, regardless of whether a copy of such release is still available. If no release was provided, the net total, adjusted for inflation as at January 1, 2017, of those payments or other compensation will be deducted from any Individual Payment to which a Class Member is entitled under this FSA.

For greater certainty, all Class Members are eligible for Individual Reconciliation Measures, notwithstanding a prior judgment or any past release.

#### **9.02 Existing Veterans Affairs Disability Pension or Similar Benefit, Award, or Payment**

Where a Class Member has already received a VAC disability pension, benefit or award, or a payment from provincial workers' compensation via the *Government Employees Compensation Act*, or an insurance plan or other similar monetary benefits that were paid in respect of the same or a related incident or injury that would entitle the Class Member to a payment under Level 4 of this FSA, the net total of those benefits received or to be received will be deducted from any payment to which the Class Member is entitled under Level 4 of this FSA. The Class Member shall, at the time of making an application for an Individual Payment under this FSA, indicate whether the Class Member has received such a pension, benefit or award, or any payment from provincial workers' compensation or an insurance plan.

For greater certainty, no deductions will be made for amounts received by an Eligible Class Member pursuant to Levels 1, 2, or 3 of the Individual Compensation Scheme.

Also for greater certainty, all Class Members will be eligible for Individual Reconciliation Measures, notwithstanding any deduction from payments made under Level 4 of this FSA.

### **9.03 Subsequent Veterans Affairs Disability Pension or Similar Benefit, Award, or Payment**

Where a Class Member is paid an amount pursuant to Level 4 of the Individual Compensation Scheme, and subsequently is granted a VAC disability pension, award, or other similar monetary benefit in respect of the same or a related incident or injury, VAC or another relevant authority may, pursuant to law or regulation, deduct an amount that is equivalent to the amount assessed and paid under Level 4 of this FSA. The same applies for a pension, benefit, or award, or a payment from provincial workers' compensation or an insurance plan that the Class Member may subsequently apply for, where such deduction is provided for by law or regulation or policy.

For greater certainty, no deductions will be made for amounts received by a Class Member pursuant to Levels 1, 2 or 3 of the Individual Compensation Scheme.

## **SECTION TEN**

### **RELEASE**

#### **10.01 Releases**

Upon approval by the Court of this FSA, the Plaintiffs and Class Counsel agree that all current and future legal proceedings, actions and claims based on the matters pleaded, or which could have been pleaded with respect to the LGBT Purge, known or unknown, in the Class Actions are barred, and that all Class Members, including Deemed Class Members under Section 4, who have not opted out during the Opt Out Period will be bound by a deemed release in the form set out in the Approval Order (**Schedule "R"**).

The deemed release will be in respect of all Class Members, including Deemed Class Members under Section 4, in favour of Canada, the Attorney General of Canada, Her Majesty the Queen in Right of Canada and all current and former Ministers, employees, departments, Crown agents, agencies, Crown servants and members of the Canadian Armed Forces and the Royal Canadian Mounted Police for the matters pleaded, or which could have been pleaded in respect of the LGBT Purge, known or unknown, in the Class Actions.



## 10.02 Cessation of Litigation

- 10.02(a)** The Plaintiffs and Class Counsel further agree that all necessary steps will be taken to obtain or effect dismissals or discontinuances of the Class Actions.
- 10.02(b)** Upon execution of this FSA, the representative plaintiffs named in the Class Actions and their counsel will cooperate with Canada and make best efforts to obtain approval of this FSA and general participation by Class Members in all aspects of this FSA.
- 10.02(c)** Each counsel listed in **Schedule “Q”** undertakes not to commence or assist or advise on the commencement or continuation of any actions or proceedings against Canada calculated to or having the effect of undermining this FSA;<sup>2</sup>
- 10.02(d)** Each counsel listed in **Schedule “Q”** who commences or continues litigation against any person or persons who may claim contribution or indemnity from Canada in any way relating to or arising from any claim which is released by this FSA, agrees that they will limit such claims to exclude any portion of Canada’s responsibility and further agrees to indemnify Canada in the event Canada is found liable in relation to such a claim.

## SECTION ELEVEN

### SETTLEMENT APPROVAL

#### 11.01 Settlement Approval

The Parties agree that they will seek the Court’s approval, in Ottawa or other such place as the Parties may agree, of this FSA in full and final settlement of all claims, as negotiated in this FSA.

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<sup>2</sup> This shall not be interpreted to prevent counsel from continuing to act in the case of *Sherry Heyder v. Canada*, court file no. T-2111-16 or *Larry Beattie v. Canada*, court file no. T-460-17.

The motions for certification on consent and for approval of this FSA will be prepared by the Plaintiffs, and must be approved by the Defendant prior to being filed with the Court. The Parties agree to make a joint request to have the motions heard in one sitting.

## **SECTION TWELVE**

### **ADDITIONAL PAYMENTS BY CANADA**

#### **12.01 Notice and Administration Fees**

Canada will pay amounts for legal fees and all applicable taxes, notice and administration fees in accordance with this FSA. The total costs of the notice, administration and assessment process, inclusive of tax, shall not exceed five million dollars (\$5,000,000.00).

#### **12.02 Social Benefits and Taxation**

Canada shall make best efforts to ensure that any Class Member's entitlement to federal social benefits or social assistance benefits (with the exception of any VAC pensions, benefits or other awards) will not be negatively affected by receipt of an Individual Payment and that Individual Payments will not be considered taxable income within the meaning of the *Income Tax Act*.

Canada will make a request in writing to provincial and territorial governments to ask that the effect of the receipt of any individual payments will not affect the amount, nature, or duration of any social benefits or social assistance benefits available or payable to any Eligible Class Member who has been paid under this FSA.

#### **12.03 Honorariums**

The Defendant will pay the sum of **\$10,000.00** to each of the representative plaintiffs, Todd Martin Ross, Martine Roy and Alida Satalic as an honorarium for acting as representative plaintiffs in the proceedings.

This section shall be severable from the remainder of the body of the FSA. For greater certainty, the Defendant will not pay any Honorariums if the FSA is voided pursuant to Section 3.05.

#### **12.04 No Assignment**

**12.04(a)** No amount payable under this FSA can be assigned, and any such assignment is null and void except as expressly provided for in this FSA.

**12.04(b)** Cheques for Individual Payments will be issued to each Eligible Class Member or his or her Estate Executor and mailed to his or her home address.

#### **12.05 Compensation Inclusive**

For greater certainty, the amounts payable to Eligible Class Members under this FSA are inclusive of any prejudgment or post-judgment interest or other amounts that may be claimed by Eligible Class Members.

### **SECTION THIRTEEN**

#### **LEGAL FEES**

##### **13.01 Legal Fees**

On the Implementation Date, Canada shall pay to Class Counsel its legal fees in the amount of \$15 million dollars (\$15,000,000.00), plus applicable taxes, in addition to the compensation paid to Class Members. Class Counsel agree that no amounts shall be deducted from any payments made to Class Members on account of legal fees or for any other reason. This is, however, without prejudice to Class Counsel's right to be reimbursed by Class Members for disbursements necessarily incurred in relation to the claims process.

Class Counsel further agree to provide reasonable assistance to Class Members throughout the claims process at no additional charge, including participation on the Exceptions Committee. For greater clarity, Class Counsel will not provide legal assistance in respect of applications for pensions, benefits or other awards that may be available to Class Members through VAC.

For greater clarity, nothing in this FSA prevents Class Members from entering into individual retainers with any of the Class Counsel for assistance with respect to any issues outside of the Class Actions for which they may require assistance including pursuit of VAC or other employment benefits. However, such services are not included within the Class Counsel fees being paid by Canada and must be negotiated individually with Class Members.

Canada shall take no position on the motion to approve the legal fees of Class Counsel.

### **13.02 Pre-Approval of Fees Required**

The Parties will request that the Court order that no fee may be charged to Class Members in relation to claims under this FSA by counsel not listed on **Schedule "Q"** without prior approval of the Court.

## **SECTION FOURTEEN**

### **COMMUNICATIONS**

#### **14.01 Public Communications**

Save as may otherwise be agreed upon, the Parties will not engage in any media or public communications or disclosure of or about this FSA until a date and manner agreed to by the Parties.

## **SECTION FIFTEEN**

### **CONDITIONS AND TERMINATIONS**

#### **15.01 FSA is Conditional**

This FSA will not be effective unless and until it is approved by the Court or confirmed on appeal, and if such approval is not granted, this FSA will thereupon be terminated and none of the Parties will be liable to any of the other Parties hereunder for such termination.

## **15.02 Amendments**

Except as expressly provided in this FSA, no amendment or supplement may be made to the provisions of this FSA and no restatement of this FSA may be made unless agreed to by the Parties in writing and any such amendment, supplement or restatement is approved by the Court without any material difference

## **SECTION SIXTEEN**

### **CONFIDENTIALITY**

#### **16.01 Confidentiality**

Any information provided, created or obtained in the course of this settlement, whether written or oral, will be kept confidential by the Parties, the Parties' counsel, all Class Members, Deemed Class Members, the Administrator and the Assessor and will not be used for any purpose other than this settlement unless otherwise agreed by the Parties or as otherwise provided by law.

#### **16.02 Retention and Destruction of Class Member Information and Records**

As soon as reasonably practical after the completion of the Individual Payments, the Assessor will forward to the Administrator any information and documentation provided in connection with an Individual Application. The Administrator shall retain all information and documentation in its possession provided in connection with an Individual Application, including all information and documentation forwarded by the Assessor, for 10 years following the completion of the Individual Payment (the "Retention Period"). During the Retention Period, the Administrator shall make available to Canada at Canada's request the information and documentation of any Class Member who received an Individual Payment and subsequently made a claim for compensation in another class action against Canada, as well as any individual who submitted an Individual Application but did not receive an Individual Payment and subsequently commenced an individual proceeding against Canada. The Administrator will destroy all information and documentation in the Administrator's possession that was provided as part of an Individual Application, including information and documentation forwarded by the Assessor, with the exception of the Administrator's reports, administrative records, and a listing of those

awarded the Canada Pride Citation, as soon as reasonably practicable after the Retention Period. Nothing in this agreement will restrict the retention of documents held by the Government of Canada.

### **16.03 Confidentiality of Negotiations**

Save as may otherwise be agreed between the Parties, the undertaking of confidentiality as to the discussions and all communications, whether written or oral, made in and surrounding the negotiations leading to the AIP and this FSA continues in force and in perpetuity, notwithstanding the termination or voiding of this FSA.

## **SECTION SEVENTEEN**

### **GENERAL**

#### **17.01 Applicable Law**

This FSA will be governed by and construed in accordance with the laws of the province or territory where the Class Member resides and the laws of Canada applicable therein.

#### **17.02 No Admission of Liability**

This FSA is not to be construed as an admission of liability by Canada.

#### **17.03 Entire FSA**

This FSA constitutes the entire agreement among the Parties with respect to the subject matter hereof and cancels and supersedes any prior or other understandings or agreements between or among the Parties with respect thereto including the AIP. There are no representations, warranties, terms, conditions, undertakings, covenants or collateral agreements, express, implied or statutory between or among the Parties with respect to the subject matter hereof other than as expressly set forth or referred to in this FSA.

#### **17.03 Benefit of this FSA**

This FSA will enure to the benefit of and be binding upon the Parties and their respective heirs and Estate Executors.

#### **17.04 Counterparts**

This FSA may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same FSA.

#### **17.05 Official Languages**

Canada will prepare a French translation of this FSA for use at the Approval Hearings. As soon as practicable after the execution of this FSA, Canada will arrange for the preparation of an authoritative French version. The French version shall be of equal weight and force at law.

IN WITNESS WHEREOF the Parties have executed this FSA.

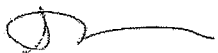
**HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Attorney General of Canada**

Signed this 28<sup>th</sup> day of March, 2018



BY:

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**ATTORNEY GENERAL OF CANADA**  
 For the Defendant



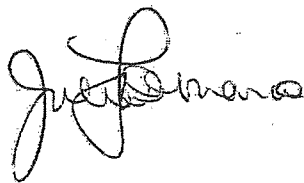
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**ATTORNEY GENERAL OF CANADA**  
 For the Defendant



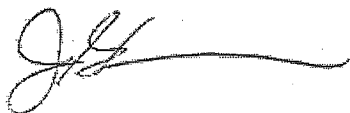
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**ATTORNEY GENERAL OF CANADA**  
 For the Defendant



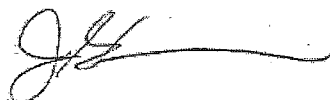
BY:

\_\_\_\_\_  
**ATTORNEY GENERAL OF CANADA**  
 For the Defendant



BY:

\_\_\_\_\_  
**ATTORNEY GENERAL OF CANADA**  
 For the Defendant




for Lori Rasmussen

BY:

\_\_\_\_\_  
**ATTORNEY GENERAL OF CANADA**  
 For the Defendant

**THE PLAINTIFFS, as represented by Class Counsel:**

Signed this 28<sup>th</sup> day of March, 2018.



BY:

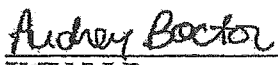
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**KOSKIE MINSKY LLP**  
 For the Plaintiffs



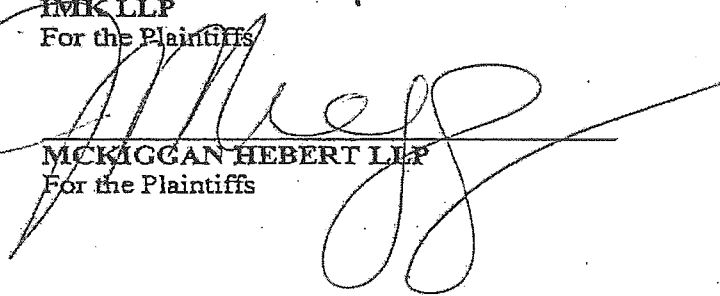
BY:

  
CAMBRIDGE LLP  
For the Plaintiffs

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Audrey Bector for INK LLP  
For the Plaintiffs

BY:

  
MCKIGAN HEBERT LLP  
For the Plaintiffs

## Omnibus Statement of Claim

Court File No.: T-370-17

## FEDERAL COURT

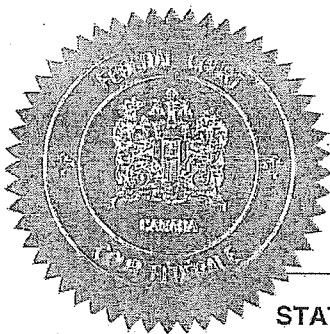
*Recours collectif en vengeance m.f.*

TODD EDWARD ROSS, MARTINE ROY, and ALIDA SATALIC

*ID#1*

and

HER MAJESTY THE QUEEN



Plaintiffs	
COUR FÉDÉRALE FEDERAL COURT	
MAR 15 2017	
E. BELICE	
MONTREAL, QC	

Defendant

## STATEMENT OF CLAIM TO THE DEFENDANT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiffs. The Claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or a solicitor acting for you are required to prepare a Statement of Defence in Form 171B prescribed by the Federal Court Rules serve it on the Plaintiffs' solicitor or, where the Plaintiffs do not have a solicitor, serve it on the Plaintiffs, and file it, with proof of service, at a local office of this Court, WITHIN 30 DAYS after this Statement of Claim to the Defendant is served on you, if you are served in Canada.

If you are served in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period for serving and filing your statement of defence is sixty days.

Copies of the Federal Court Rules information concerning the local offices of the Court and other necessary information may be obtained on request to the Administrator of this Court in Montreal (telephone 514 283-4820) or at any local office.



IF YOU FAIL TO DEFEND THIS PROCEEDING, judgment may be given against you in your absence and without further notice to you.

MAR 15 2017

Date

Issued by

EMMANUELLE BELICE  
AGENT PRINCIPAL DU GREFFE  
SENIOR REGISTRY OFFICER

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TO:

Her Majesty the Queen  
Office of the Deputy Attorney General of Canada  
284 Wellington Street  
Ottawa, Ontario K1A 0H8

## A. CLAIM

The Plaintiffs Todd Edward Ross ("**Todd**"), Martine Roy ("**Martine**"), and Alida Satalic ("**Alida**") claim on their own behalf and on behalf of class members (as defined below):

- a. an order certifying this action as a class proceeding and appointing Todd, Martine, and Alida as representative plaintiffs under the *Federal Courts Rules*, SOR/98-106;
- b. a declaration that the Defendant, Her Majesty the Queen, breached its contractual and extra-contractual obligations, its duty of care, and its fiduciary duty to the Plaintiffs and the class members;
- c. a declaration that the Defendant infringed the class members' rights and freedoms guaranteed by section 15 of the *Canadian Charter of Rights and Freedoms* ("**Canadian Charter**") as well as sections 10, 10.1 and 16 of the *Quebec Charter of Human Rights and Freedoms* (the "**Quebec Charter**");
- d. general pecuniary and non-pecuniary damages for the Defendant's breaches of its contractual and extra-contractual obligations, its duty of care, and its fiduciary duty to the class members;
- e. damages for the Defendant's breaches of the Quebec Charter;
- f. damages pursuant to s. 24(1) of the Canadian Charter;
- g. exemplary damages and punitive damages, as well as punitive damages under s. 49 of the Quebec Charter;
- h. pre-judgment and post-judgment interest pursuant to the *Federal Courts Act*, R.S.C., 1985, c. F-7;
- i. the costs of notice and of administering the plan of distribution of the recovery in this action, plus applicable taxes, pursuant to Rule 334.38 of the *Federal Courts Rules*, SOR/98-106;
- j. such further and other Relief as to this Honourable Court may seem just.

## B. INTRODUCTION

1. In the 1950s, the Government of Canada ("**GOC**") began a prolonged and widespread campaign to identify and expel thousands of lesbian, gay, bisexual and transgender ("**LGBT**") members of the Canadian Armed Forces ("**CAF**") and the federal

public service (collectively, the “**LGBT Federal Public Servants**” or “**class members**”) from the ranks of these institutions.

2. Under the auspices of this campaign, Canadians were investigated, sanctioned and, in many cases, terminated from their careers with the Federal Public Service (“**FPS**”) and the CAF not because of anything they had done, but solely because of their sexual orientation, gender identity or gender expression.

3. This systematic policy of identification and elimination, referred to in these proceedings as the “**LGBT Purge**”, continued even after homosexual acts were officially decriminalized in Canada on June 27, 1969. The LGBT Purge was implemented at the highest levels of the Government of Canada and was carried out with callous disregard for the dignity, privacy and humanity of its targets.

4. The LGBT Purge caused tremendous harm to the affected LGBT Federal Public Servants, an already vulnerable group. In the course of this Purge, the GOC and its employees subjected class members to persistent discriminatory, humiliating and injurious treatment, demeaning their dignity and infringing their basic human rights. Class members have suffered lasting psychological repercussions from the GOC’s conduct, including anxiety, shame and grief over their humiliating experiences. Some class members additionally suffered physical injuries in the course of the Purge that have in turn resulted in post-traumatic stress disorder.

5. Members of the CAF in particular were treated as though they had betrayed their country and were unfit to serve. They were expelled from an organization they deeply admired, and that many perceived as a second family. They were denied the respect

and benefits normally accorded to veterans, and were instead treated as unworthy outcasts.

6. The LGBT Purge is a blight on Canadian values, and it must be denounced in the clearest terms.

### **C. THE CLASS**

7. The Plaintiffs wish to institute a class action, on their own behalf and on behalf of the members forming part of the following class:

All current or former employees of the Canadian Armed Forces, the Government of Canada or Federal Crown Agencies who were investigated, discharged, terminated, sanctioned or faced threat of sanction, by the GOC because of their sexual orientation, gender identity or gender expression, between June 27, 1969 and the present day.

### **D. THE PLAINTIFFS**

#### **I. TODD ROSS**

8. Todd volunteered to join the CAF on December 15, 1987, at the age of 18, and served on the HMCS Saskatchewan as a Naval Combat Information Operator. His service during this short period was excellent.

9. While serving, Todd was brought under investigation by the Special Investigation Unit ("SIU") of the Military Police beginning in January 1989.

10. The investigation focused on Todd's sexual orientation and included repeated demands for polygraph tests designed to intimidate Todd into revealing his homosexuality.

11. The 18-month investigation of Todd ended with him admitting his homosexuality while attached to a polygraph machine. At this point Todd was still in denial of his own sexuality. The experience was incredibly traumatic for him. He sat in a chair in front of a stranger – hooked up to a polygraph machine with a recording device on and facing a two-way mirror – and tearfully admitted that he was gay.

12. After the conclusion of the investigation, Todd was given an ultimatum: accept an honourable discharge or spend the remainder of his naval career performing "general duties," with no hope for promotion or advancement.

13. Todd was only 21 years old. Feeling he had no real option, Todd opted to accept the discharge and was discharged on June 20, 1990. He was paid back what he had paid into his pension for 2.5 years.

14. Todd felt he could not speak to his family out of shame, or to his friends out of fear of rejection. He could not speak to his colleagues and those close to him about his situation out of fear that the military would investigate them as well. He also felt that he had somehow betrayed his country. As a result, Todd became suicidal.

15. Todd lost the opportunity to pursue his career in the military, to rise through the ranks, and to earn benefits as a member of the navy and, on retirement, as a pensioned veteran. All of these losses occurred solely because of the harmful conduct of the GOC



toward him, which was motivated solely by discrimination based on his sexual orientation.

## II. MARTINE ROY

16. Martine joined the CAF in 1981 at the age of 19 because she wanted to serve and protect her country.

17. Martine completed basic training at Saint-Jean-Sur-Richelieu and went on to complete language and medical assistant training at Canadian Force Base ("CFB") Borden. She was proud, committed, and, like Todd, was looking forward to a long and rewarding military career.

18. One day, while Martine was participating in field training at CFB Borden, a K-car approached. Two individuals stepped out and asked her to get in the car. She thought these were civilians who had gotten lost on the base. They were not. The individuals identified themselves as part of the SIU and told her she was being arrested. They drove her to a small building at the edge of the base that Martine had not known existed.

19. In a small, dimly lit room, Martine was interrogated for nearly five hours about every detail of her sexual history, habits, and preferences. Questions included: "who did you sleep with?" and "how often did you have sex?"

20. Martine's interrogators told her that if she confessed to her "perversions", she could stay in the CAF. Exhausted, scared and humiliated, she said she was young, experimenting and confused.

21. After she "confessed" to the SIU, Martine was released from the interrogation. She felt a fear unlike any she had ever imagined.

22. Following her release, Martine's life in the army seemed to resume its course. She began a two-year contract as a medical assistant at the National Defence Medical Center in Ottawa.

23. A few months later, she was summoned to the office of a psychologist so he could determine whether she was "normal" or "abnormal". She attended several humiliating and degrading sessions and then, once again, she did not receive any news for several months.

24. Prior to the end of her two-year contract Martine was offered her dream job: a three-year contract as communications researcher in Kingston. She received the necessary "Top Secret" clearance. She bought her first car.

25. Shortly thereafter, in December 1984, Martine was called from her post in the pharmacy and ordered to report to the office of the base Colonel. She was asked whether she knew why she was there. She answered: "no". Martine was told that she was a deviant and that she was being discharged for homosexuality. She had nine days to pack her things and go.

26. Martine returned to Quebec, where she experienced severe emotional trauma that continues to this day. She struggled for years with drug addiction, underwent intensive therapy, had difficulty maintaining relationships, and lived with the constant

fear and anxiety that she could not be her authentic self, lest she be rejected by her employer or those close to her.

### III. ALIDA SATALIC

27. Alida enrolled in the CAF in 1981 as a recruit at CFB Cornwallis in Deep Brook, Nova Scotia. She was transferred to CFB Borden, CFB Trenton and CFB Greenwood at various times during her employment as a postal clerk.

28. While she was a postal clerk at CFB Trenton, Alida was repeatedly interrogated on the pretext of security screenings by the SIU.

29. During these interrogations, Alida was asked questions about her sexual orientation and was asked whether she knew any lesbians or gay men in the military.

30. Upon admitting that she was a lesbian, Alida was questioned about her intimate sexual encounters in graphic detail. These interrogations left Alida feeling angry, humiliated and helpless.

31. After admitting that she was gay, Alida was told to see the Base Surgeon so that the Base Surgeon could document that she "fulfilled the definition of a homosexual".

32. Alida was subsequently posted to CFB Greenwood and was given the option of either: (a) retaining her position without any further career courses or promotions; or (b) accepting a release under 5(d) of the Queen's Regulations and Orders for the Canadian Forces ("Not Advantageously Employable"). Alida accepted the 5(d) release, which was dated January 23, 1989.

33. Alida re-enrolled in the CAF in 1993 in Saint John, New Brunswick. However, as a result of losing 4 years of military service, her career trajectory and earning potential were limited and she suffered losses to her salary and pension from the CAF.

34. Alida's release from the CAF had an immense impact on her life, her sense of self-worth and her self-esteem. She continues to experience trust issues with authorities, fear of additional discrimination, anxiety, humiliation and anger.

35. Todd, Martine, and Alida all went through gruelling training, each determined, proud, committed and looking forward to a long and rewarding military career.

36. The day each of the plaintiffs was purged from the military was a day that changed his or her life forever. Each pleaded to stay in the CAF, to no avail. Their self-esteem and value systems were decimated. Todd, Martine, and Alida each lost the opportunity to pursue their careers in the military, to rise through the ranks, to earn benefits and to collect a pension.

37. Todd, Martine, and Alida are all survivors. Their stories are harrowing but unfortunately not unique. They, along with the class members they seek to represent, are entitled to be compensated for what they endured at the hands of the GOC.

## **E. THE LGBT PURGE**

### *A) The Policy*

38. The Defendant, Her Majesty the Queen ("HMQ"), represented by the Attorney General of Canada, is the legal representative of the CAF, the Department of National

Defence ("DND"), the Royal Canadian Mounted Police ("RCMP") and other Federal Government employers. The Defendant and its employees are collectively referred to as the Government of Canada or GOC. At all times that are material to these proceedings, the GOC employed the Plaintiffs and members of the proposed class.

39. The GOC's role in developing and propagating the LGBT Purge stretches back over half a century. The GOC historically considered that LGBT individuals' "weaknesses", "unreliability" and "immoral" or "unethical" traits made them vulnerable to blackmail and compromise, such that they were threats to national security. These alleged apprehensions translated into the adoption of specific policies to limit or prevent LGBT persons from working within certain sectors of the federal public service.

40. The GOC most actively sought to purge LGBT Federal Public Servants from various organs of the Canadian military. In 1946 the GOC established a Security Panel to address these national security concerns within various military bodies. In 1948, the Security Panel was granted broad powers to investigate suspected LGBT individuals and to set up a policy to target, limit, and terminate suspected LGBT members of the Royal Canadian Navy, the Canadian Army, and the Royal Canadian Air Force and DND.

41. In the decades that followed, LGBT members of the Canadian military service had reason to fear discovery and dismissal. The Security Panel conducted its investigations in secret, and individuals targeted by these investigations had no opportunity to defend themselves against the Panel's allegations. There was no means of appeal or any process of independent review of the Security Panel's actions or

decisions. At the Security Panel's urging, military departments sanctioned, transferred or terminated thousands of individuals on the basis of their actual or perceived sexual orientation, gender identity or gender expression.

42. In 1968 the Royal Canadian Navy, the Canadian Army and the Royal Canadian Air Force were merged into the CAF, which operates pursuant to the *National Defence Act*, R.S.C., 1985, c.-5 and its predecessor legislation.

43. In that same year, the "Report of the Royal Commission on Security" chaired by Maxwell McKenzie (the "**McKenzie Report**") was submitted to the GOC. The Royal Commission on Security had been mandated to conduct a confidential inquiry into the operation of the Canadian security apparatus. Following this inquiry, the McKenzie Report recommended that a new administrative board be established to deal with appeals against security decisions to ensure that the rights of individuals had not been unnecessarily abrogated or restricted in the interests of security.

44. Despite this, and despite the 1969 amendment to the *Criminal Code* that made homosexual acts in private between two consenting adults legal in Canada, the Security Panel continued to collect intelligence on LGBT individuals employed by the GOC, and the LGBT Purge continued.

45. The LGBT Purge was not limited to the CAF and the DND. The GOC's policy of identifying, investigating, sanctioning and/or ultimately terminating LGBT individuals extended to other branches of the federal public service, particularly where "security" could be used as a pretext to investigate the LGBT Federal Public Servants.

46. Indeed, a 1981 report entitled "Commission of Inquiry Concerning Certain Activities of the Royal Canadian Mounted Police" acknowledged that for over two decades the Security Service had been engaged in concerted efforts to collect information on LGBT members of the RCMP. Being identified as potentially LGBT could result in interrogation with a device created for the detection of homosexuality that was known colloquially as the "Fruit Machine", which was developed by the Carleton Psychology Department using funding from the GOC.

47. Ultimately, the GOC's campaign of surveillance targeted thousands of LGBT Canadians serving the federal government over the course of multiple decades. The LGBT Purge continued notwithstanding the adoption of the Quebec Charter in 1972 and its protections against discrimination on the basis of sexual orientation, gender identity and gender expression in 1975; and notwithstanding the adoption of the Canadian Charter in 1982 and the coming into force of s. 15 of that Charter in 1985.

48. While the LGBT Purge spread across the federal public service, the GOC's investigative procedures and sanctions were most extensively developed and widely implemented within the CAF and the DND. In these departments, the SIU investigated, interrogated, and ultimately sought the termination of members of the CAF and the DND who were suspected of or admitted to being homosexual. Indeed, the Plaintiffs in this proceeding were all subject to the SIU's invasive and humiliating tactics.

49. Specifically, once it was suspected that an employee of the CAF or the DND was LGBT, the department would take some or all of the following actions:

- (a) the individual was put under surveillance;

- (b) the individual was interrogated and asked specific, deeply personal questions regarding sexual orientation and sexual practices;
- (c) the individual was forced to reveal names of other LGBT members of the CAF or the DND;
- (d) the individual was threatened with criminal charges and incarceration;
- (e) the individual's badge, credentials, and weapon were taken;
- (f) the individual was denied security clearance or his or her existing security clearance was withdrawn;
- (g) the individual was suspended from employment;
- (h) the individual was demoted to a less "sensitive" position;
- (i) the individual was pressured to resign; and/or
- (j) the individual was discharged.

50. In many circumstances, the SIU would arrive unannounced at a suspected individual's home. The target would be taken to an undisclosed location without food, water, or counsel, and would be harassed, intimidated, and questioned until he or she confessed to being a homosexual. Once the SIU had obtained a confession, the individual would be pushed to name other LGBT individuals, who would in turn be subjected to the same treatment.

51. Many of those who confessed were subsequently discharged from military service, and their employment files were marked "Not Advantageously Employable," a lifelong designation that permanently limited future employment possibilities with the GOC.

52. Others who were identified as LGBT were not officially terminated but, like Todd and Alida, were instead pressured to resign from their posts. Targeted individuals were harassed both physically and psychologically, ordered to move off military bases, told



not to attend social events or other forms of entertainment and asked not to socialize with friends. They were furthermore sometimes explicitly informed that if they did not leave the service “voluntarily”, they would be barred from receiving promotions or would be denied access to training and courses required to advance their careers. Faced with such “options”, many – including those for whom a life of service in the CAF had been a longstanding goal – quit government work.

53. While the official policy of institutional discrimination in the federal public service ended in the 1990s, homophobia and trans-phobia have persisted in certain GOC departments, particularly the RCMP and CAF. Ultimately, and in part because the GOC has deliberately concealed the extent of the LGBT Purge from the public, the full scope of this state-sanctioned policy of discrimination remains unknown.

#### *B) Effects of the LGBT Purge*

54. LGBT Federal Public Servants who were subject to the LGBT Purge suffered significant and enduring harm as a result of the actions of the GOC and its employees.

55. In addition to the obvious violation of their privacy and dignity, LGBT Federal Public Servants affected by the Purge faced various immediate sanctions by the GOC, including dismissal, transfer, demotion, and denial of opportunities for promotion. Many class members were persistently harassed with the explicit aim of pushing them out of their jobs.

56. In the most extreme cases, individuals were assaulted or sexually assaulted because of their sexual orientation, gender expression or gender identity. Such assaults

were effectively another means of pressuring class members to quit their positions with the GOC.

57. Class members' treatment at the hands of the GOC also resulted in long-term psychological effects. Many LGBT Federal Public Servants continue to experience shame, depression, fear of losing their jobs or of interacting with the federal government, and difficulty maintaining personal relationships. Some have been diagnosed with post-traumatic stress disorder arising from their experiences being targeted by the GOC.

58. Many persons in the LGBT community also continue to live "in the closet", especially the older generation most sharply impacted by the LGBT Purge. Some LGBT Federal Public Servants avoided sanction or termination from their positions only by hiding their sexual orientation; many such class members continue to suffer serious, damaging psychological effects from having to mask such a personal aspect of their identities for years.

59. Because of the psychological trauma they suffered and continue to suffer, and the shame they were made to feel by the GOC, many who were victims of the LGBT Purge have been reluctant or unable to disclose what happened to them, let alone take action about it. In fact, Martine – while a longstanding activist within the LGBT community – was herself unable to appreciate the full extent of the effect of her experiences on her emotional and psychological state until 2016.

## F. CAUSES OF ACTION

### A) *Negligence and Civil Liability*

60. At all material times, the Defendant GOC had a responsibility to the Plaintiffs and the class members to create and maintain a workplace free from discrimination and harassment on the basis of sexual orientation. Whether this is pursuant to a common law duty of care or the duty not to cause harm to others articulated by art. 1457 of the *Civil Code of Quebec* (previously art. 1053 of the *Civil Code of Lower Canada*), the Defendant clearly breached this duty.

61. In Quebec, the physical and psychological harm suffered by the class members was a direct and immediate consequence of their investigation, sanction, discharge or termination by the GOC.

62. In the rest of Canada, since the GOC employed all the class members, the relationship between GOC and the class members was sufficiently direct and proximate as to give rise to a duty of care. At the very least, this duty obliged the GOC and its employees to refrain from engaging in the kind of discriminatory conduct actually required and perpetuated by the LGBT Purge. The physical and psychological harm class members suffered as a result of the implementation of the LGBT Purge was a wholly foreseeable consequence of the GOC's actions. Indeed, this type of harm was the intended consequence, since the GOC's policy meant to drive LGBT individuals out of the federal public service.

63. In short, the GOC and its employees repeatedly, systematically, and intentionally breached their obligations to class members and in so doing caused them significant injury for which the class members are now entitled to be compensated.

*B) Breach of Fiduciary Duty*

64. The relationship between the class members and the GOC was one of trust, reliance and dependency. At all material times, the GOC had significant control and discretion over the class members; these individuals were, by virtue of the nature of their work, subject to constant contact with, supervision by, and direction from the GOC. The CAF class members were in a position of particular vulnerability vis-à-vis the GOC, which had the power to make decisions relating to these class members that could have tremendous, life-and-death consequences.

65. Ultimately, the relationship between GOC and the class members went well beyond the kind that normally arises between an employer and its employees. As a result, the Defendant owed the class members in particular a fiduciary duty.

66. The existence of this fiduciary duty gave rise to a reasonable expectation on the part of the class members that the GOC would act in their best interest, ensuring that they were treated respectfully, fairly and safely. At the very least, the class members could reasonably expect that the GOC would not actively harm and denigrate them.

67. To the extent that the class members relied on the GOC to fulfil its fiduciary obligations, this reliance was misplaced, to the class members' great detriment. Far from acting in these class members' best interests, the actions the GOC and its

employees took to establish and operate the LGBT Purge policy resulted in a flagrant breach of the Defendant's fiduciary duty to these individuals.

*C) Wrongful Dismissal*

68. The GOC breached the actual and implied employment contracts that it had with LGBT Federal Public Servants when it terminated their employment on the basis of their sexual orientation, gender identity or gender expression. Prior to June 27, 1969, there may have been justification for discharging some LGBT Federal Public Servants on the ground of criminal conduct. Thereafter, however, the mere fact of being an LGBT individual could not be just cause for dismissing that person.

*D) Abuse of Government Authority*

69. The GOC abused government authority by investigating, targeting, sanctioning and/or terminating the employment of the class members solely on the basis of their sexual orientation, gender identity, or gender expression.

70. The GOC therefore acted without legal justification and outside the scope of its authority. As stated in *Roncarelli v. Duplessis*, [1959] S.C.R. 121 at 140:

"Discretion" necessarily implies good faith in discharging public duty; there is always a perspective within which a statute is intended to operate; and any clear departure from its lines or objects is just as objectionable as fraud or corruption.

*E) Breach of Privacy and Intentional Infliction of Mental Distress*

71. The GOC engaged in a highly offensive intrusion on some of the most intimate aspects of LGBT Federal Public Servants' lives. Class members were followed, spied upon, entrapped and interrogated primarily because of their sexual orientation, gender identity, or gender expression. These are among the most private facets of class members' identities, such that the GOC's intrusion in this very personal sphere of class members' lives caused them significant and persistent psychological distress and suffering.

72. What is more, the GOC's conduct was expressly calculated to produce this kind of harm, or at the very least was pursued with reckless disregard to the harm that would reasonably result from the GOC's actions.

*F) Breach of the Canadian Charter and the Quebec Charter*

73. The LGBT Purge created a stark distinction between class members and other individuals employed in the federal public service, solely on the basis of class members' sexual orientation, gender identity or gender expression. This distinction resulted in enormous prejudice to the class members, and it moreover sent the message that LGBT individuals were not fit for military or public service. The LGBT Purge effectively perpetuated the view that LGBT persons are less worthy than others of legal and other protections, and that they are incapable of safely and effectively performing the same functions as other individuals employed by the GOC.

74. By actively engaging in the LGBT Purge, the GOC thus infringed class members' rights under s. 15(1) of the Canadian Charter in a manner that cannot be justified in a free and democratic society.

75. Given the nature of the harm suffered by the class members and the flagrant and abusive character of the GOC's actions, the only appropriate and just remedy for this violation is an award of damages under s. 24(1). Damages would compensate class members' personal loss, including the permanent psychological harm they have suffered. Damages would also vindicate class members' rights, and would serve the important public purpose of deterring comparable government action in the future.

76. Moreover, in carrying out the LGBT Purge, the GOC harassed class members and denied them full recognition of their human rights and freedoms based on their sexual orientation, gender identity or gender expression. The GOC further terminated class members' employment on this basis. In so doing, in Quebec, the GOC breached class members' rights under 10, 10.1, and 16 of the Quebec Charter.

#### **G. DAMAGES**

77. The Plaintiffs claim, on their own behalf and on behalf of the class, all pecuniary damages stemming from the GOC's actions in implementing its LGBT Purge policy.

78. The Plaintiffs further claim non-pecuniary damages for the following injuries stemming from the implementation of the LGBT Purge, on their own behalf and on behalf of the class:

- (a) emotional and psychological harm and distress;
- (b) exacerbation of psychological illness and the creation of new psychological illnesses;
- (c) an impaired ability to enjoy and participate in recreational, social, and employment activities and to form personal relationships;
- (d) the loss of general enjoyment of life; and

- (e) such further and other non-pecuniary damages as the plaintiffs and class members may advise prior to trial in this matter.

79. The Plaintiffs also claim exemplary and punitive damages on their own behalf and on behalf of the class, for the GOC's wanton and callous disregard for class members' interests, safety and well-being. Given that the GOC's actions were deliberate and constituted an abuse of power, an award of punitive damages is important for deterring such conduct going forward.

80. In Quebec, the GOC's actions resulted in unlawful and intentional interference with class members' rights and freedoms, making the Plaintiffs entitled to punitive damages under s. 49 of the Quebec Charter.

81. Finally, the Plaintiffs seek damages under s. 24(1) of the Canadian Charter on their own behalf and on behalf of the class. Martine Roy additionally claims damages under ss. 10, 10.1, and 16 of the Quebec Charter on her own behalf and on that of the Quebec class members.

## H. STATUTES

82. The Plaintiffs plead and rely upon the following statutes and regulations:

- (a) *Crown Liability and Proceedings Act*, RSC 1985, c. C-50;
- (b) *Federal Courts Act*, RSC 1985, c. F-7;
- (c) *Federal Courts Rules*, SOR 98/106;
- (d) *Criminal Law Amendment Act*, SC 1968-69, c. 38;
- (e) *Canadian Charter of Rights and Freedoms*, Part I of the *Constitution Act*, 1982, being Schedule B to the *Canada Act 1982 (UK)*, 1982, c 11;
- (f) *Charter of Human Rights and Freedoms*, CQLR c. C-12;



(g) *Civil Code of Lower Canada*; and

(h) *Civil Code of Quebec*, CQLR c. CCQ-1991.

83. The Plaintiffs propose that this action be tried in the City of Montreal.

March 13, 2017



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FEDERAL COURT

<sup>9</sup>  
TODD EDWARD ROSS, MARTINE ROY,  
and ALIDA SATALIC

Plaintiffs

and

HER MAJESTY THE QUEEN

Defendant

STATEMENT OF CLAIM  
TO THE DEFENDANT

ORIGINAL

**IMK** | IRVING MITCHELL  
MITCHELL  
KALICHMAN  
B10080

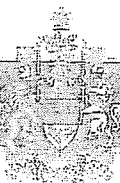
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I HEREBY CERTIFY that the above document is a true copy of the  
original issued out of / filed by the Court on the  
day of MAR 15 2017  
dated this MAR 15 2017

EMMANUELLE BELICE  
AGENT PRINCIPAL DU GREFFE  
SENIOR REGISTRY OFFICER

## Apology



## *Présentation d'excuses aux personnes LGBTQ2*

La responsabilité première de tout gouvernement est la protection de ses citoyens. Nous avons manqué à notre devoir à plusieurs reprises à l'égard des membres des communautés LGBTQ2, encore et encore. C'est avec honte, tristesse, et un profond regret pour ce que nous avons fait, que je prends la parole ici aujourd'hui pour dire que nous avons tort. Que nous présentons nos excuses. Je suis désolé. Nous sommes désolés.

Pour l'oppression et le rejet systémiques commandités par l'État - nous sommes désolés.

Pour la suppression des valeurs et croyances bi-spirituelles autochtones - nous sommes désolés.

Pour avoir abusé du pouvoir de la loi en faisant des criminels de nos citoyens - nous sommes désolés.

Pour la censure du gouvernement et les tentatives successives visant à vous empêcher de bâtir vos communautés; Pour vous avoir refusé l'égalité et vous avoir forcés à lutter constamment pour cette égalité, et ce, souvent à un coût élevé; Pour vous avoir forcés à vivre à l'écart, pour vous avoir rendus invisibles et pour vous avoir humiliés. Nous sommes désolés. Nous avons tort.

À tous les gens LGBTQ2 du pays à qui nous avons fait du mal, de toutes les manières possibles - nous sommes désolés.

À ceux qui ont été brisés par les préjugés du système; À ceux qui se sont enlevé la vie - nous vous avons laissé tomber.

Pour vous avoir privés de votre dignité; Pour vous avoir dérobé de votre potentiel; Pour vous avoir traités comme si vous étiez dangereux, indécents et imparfaits - nous sommes désolés.

Aux victimes de la Purge, qui ont été surveillées, interrogées et abusées; À ceux qui ont été obligés de trahir leurs amis et leurs collègues; À ceux qui ont perdu leur salaire, leur santé et leurs proches. Nous vous avons trahis. Et nous sommes profondément désolés.

À ceux qui ont été congédiés, à ceux qui ont démissionné et à ceux qui sont restés en payant un grand prix autant sur le plan personnel que sur le plan professionnel; À ceux qui auraient voulu servir, mais qui n'ont jamais pu contribuer de cette façon en raison de qui ils sont - vous auriez dû pouvoir servir votre pays et on vous a retiré cette option. Nous sommes désolés. Nous avons tort.

Effectivement, les contributions importantes que vous auriez pu apporter à notre société sont une perte pour tous les Canadiens. Vous n'étiez pas de mauvais soldats, marins ou aviateurs. Vous n'étiez pas des prédateurs. Vous n'étiez pas des criminels. Vous avez servi votre pays avec intégrité et vous en êtes des vétérans. Vous êtes des professionnels. Vous êtes des patriotes. Et par-dessus tout, vous êtes innocents. Pour tout ce dont vous avez souffert, vous avez droit à la justice, à la paix.

Nous avons collectivement honte que vous ayez été mal traités. Nous avons collectivement honte d'avoir mis tant de temps à vous présenter des excuses. Beaucoup de ceux qui ont souffert ne sont plus en vie pour entendre ces paroles. Et pour cela, nous sommes vraiment désolés.

Aux proches de ceux qui ont souffert; Aux partenaires, aux familles et aux amis des gens à qui nous avons fait du mal; Pour avoir bouleversé vos vies et pour vous avoir causé tant de douleur et de peine irréparables - nous sommes désolés.

Pour l'oppression des communautés lesbiennes, gaies, bisexuelles, transgenres, queers et bi-spirituelles, nous présentons nos excuses. Au nom du gouvernement, du Parlement et de la population du Canada : nous avons tort. Nous sommes désolés. Et plus jamais nous ne permettrons que ces gestes se produisent.

Au nom du gouvernement du Canada  
Le très honorable Justin Trudeau  
Premier ministre du Canada





## *Statement of Apology to LGBTQ2 People*

The number one job of any government is to keep its citizens safe. And on this, we have failed LGBTQ2 people, time and time again. It is with shame and sorrow and deep regret for the things we have done that I stand here today and say: We were wrong. We apologize. I am sorry. We are sorry.

For state-sponsored, systemic oppression and rejection – we are sorry.

For suppressing two-spirit Indigenous values and beliefs – we are sorry.

For abusing the power of the law, and making criminals of citizens – we are sorry.

For government censorship, and constant attempts to undermine your community-building; For denying you equality, and forcing you to constantly fight for this equality, often at great cost; For forcing you to live closeted lives, for rendering you invisible, and for making you feel ashamed. We are deeply sorry. We were so very wrong.

To all the LGBTQ2 people across this country who we have harmed in countless ways – we are sorry.

To those who were left broken by a prejudiced system; And to those who took their own lives – we failed you.

For stripping you of your dignity; For robbing you of your potential; For treating you like you were dangerous, indecent, and flawed – we are sorry.

To the victims of The Purge, who were surveilled, interrogated, and abused; Who were forced to turn on their friends and colleagues; Who lost wages, lost health, and lost loved ones. We betrayed you. And we are so sorry.

To those who were fired, to those who resigned, and to those who stayed at a great personal and professional cost; To those who wanted to serve, but never got the chance to because of who you are – you should have been permitted to serve your country, and you were stripped of that option. We are sorry. We were wrong.

Indeed, all Canadians missed out on the important contributions you could have made to our society. You were not bad soldiers, sailors, airmen and women. You were not predators. And you were not criminals. You served your country with integrity, and veterans you are. You are professionals. You are patriots. And above all, you are innocent. And for all your suffering, you deserve justice, and you deserve peace.

It is our collective shame that you were so mistreated. And it is our collective shame that this apology took so long – many who suffered are no longer alive to hear these words. And for that, we are truly sorry.

To the loved ones of those who suffered; To the partners, families, and friends of the people we harmed; For upending your lives, and for causing you such irreparable pain and grief – we are sorry.

For the oppression of the lesbian, gay, bisexual, transgender, queer, and two-spirit communities, we apologize. On behalf of the government, Parliament, and the people of Canada: We were wrong. We are sorry. And we will never let this happen again.

On behalf of the Government of Canada  
The Right Honourable Justin Trudeau  
Prime Minister of Canada



## AGREEMENT IN PRINCIPLE

Court File No.: T-370-17

## FEDERAL COURT

TODD EDWARD ROSS, MARTINE ROY, and ALIDA SATALIC

Plaintiffs

- and -

HER MAJESTY THE QUEEN

Defendant

## AGREEMENT IN PRINCIPLE

## INTRODUCTION

1. On March 13, 2017, the Plaintiffs, Todd Edward Ross, Martine Roy and Alida Satalic (the Plaintiffs), filed a consolidated proposed class proceeding in the Federal Court (Court File No. T-370-17). The Plaintiffs, all former members of the Canadian Armed Forces (CAF), claim on their own behalf and on behalf of class members that they suffered harm as a result of officially sanctioned policies of the CAF, Royal Canadian Mounted Police (RCMP) and the core departments and agencies of the Federal Public Service, which policies targeted members and employees of those organizations who identify as lesbian, gay, bisexual or transgender.
2. The Plaintiffs and the Government of Canada (the Defendant) (the "Parties") recognize and acknowledge that the historic policies and practices described below had harmful effects on the class members and that they are not consistent with the values and principles that are now embodied in the Canadian and Quebec *Charters of Rights and Freedoms* and the *Canadian Human Rights Act*. They wish to enter into a settlement to:
  - (a) provide a meaningful personal apology to class members who faced threat of sanction or were more directly affected by these policies while serving in the military, RCMP or while employed in the federal public service;
  - (b) provide compensation to those who suffered direct negative effects of the application of the officially sanctioned policies; and to

- (c) provide funding for individual and collective Reconciliation and Memorialization Projects that will record and memorialize these historic events in order to educate and prevent future discrimination, which it is hoped will lead to reconciliation with the LGBTQ2SI community.
3. The Parties agree to the terms of this Agreement in Principle. This agreement evidences their desire to work towards a final Settlement Agreement that will be subject to approval by the required authorities within the Government of Canada and by the Federal Court (the “**Final Settlement Agreement**”).

## DEFINITIONS

4. For the purposes of this agreement,

“**LGBT purge**” refers to actions taken against:

(1) members of the Canadian Armed Forces (CAF) pursuant to Canadian Forces Administrative Order 19-20 and precursor policies within the Army, Navy and Air Force as they may have existed from January 1, 1962 through to October 27, 1992; and

(2) members of the RCMP and employees of the Federal Public Service as defined in this agreement pursuant to Cabinet Directive 35, in force from December 18, 1963 until June 18, 1986;

to identify, investigate, sanction, and in some cases, terminate the employment of, or discharge from military or police service, lesbian, gay, bisexual and transgender employees and members of the CAF or RCMP on the grounds that they were unsuitable for service or employment because of their sexual orientation, gender identity and gender expression.

“**Federal Public Service**” means the departments, agencies, or organizations whose security screening investigations were conducted pursuant to Cabinet Directive 35, and includes the organizations listed in **Annex A** for the time periods specified therein.

“**Employee**” of the Federal Public Service includes determinate/term and indeterminate employees appointed under the *Public Service Employment Act*, whether full time or part time, and employees under the *Public Service Staff Relations Act*, including persons employed in a managerial or confidential capacity and employees of the Canadian Security Intelligence Service, but does not include students, casuals, ministerial staff, staff locally engaged outside of Canada or persons appointed by the Governor in Council.

5. The class is defined as follows:

(i) **CAF Class:**

All current or former members of the Canadian Armed Forces who faced threat of sanction, were investigated, sanctioned, or who were discharged from the military in

connection with the LGBT Purge, by reason of their sexual orientation, gender identity, or gender expression between January 1, 1962 and June 20, 1996.

**(ii) Federal Public Servant and RCMP Class:**

All current or former members of the RCMP and current or former employees of the Departments and Agencies of the Federal Public Service as defined herein, who faced threat of sanction, were investigated, sanctioned or were discharged by the RCMP or terminated from their employment in a government department or agency in connection with the LGBT Purge, by reason of their sexual orientation, gender identity, or gender expression between January 1, 1962 and June 20, 1996.

6. The class shall be limited to persons who were alive as of October 31, 2016, with the sole exception of eligibility for the benefits provided in paragraphs 7 and 8 that are intended to symbolically recognize the wrongs done to deceased class members.

## INDIVIDUAL RECONCILIATION AND RECOGNITION MEASURES

7. Individual reconciliation measures shall be recognition by way of an award to be created to be called the Canada Pride Citation/Citation Fierté Canada, and/or a personal letter of apology, upon request by a class member through the claims process. The draft Terms of Reference for the award and draft Design Plan, are attached as **Annexes C and D**.
8. All class members would be eligible for the Canada Pride Citation/ Citation Fierté Canada, and letter of apology.

## BROAD BASED RECONCILIATION AND MEMORIALIZATION INITIATIVES

### *Guaranteed amount*

9. The Defendant agrees to provide at least **\$15 million** for broad based Reconciliation and Memorialization Measures.

### *Agreed upon Measures*

10. The Parties agree that the Reconciliation and Memorialization Measures will include the following:
  - (a) The curation of a core and traveling museum exhibit by the Canadian Museum of Human Rights, which will be based on the collection of stories and oral histories of class members; and



- (b) The creation of a National Monument to be located in Ottawa and accompanying educational package which will memorialize the historic discrimination against LGBT Canadians, including with respect to the LGBT Purge.

### ***Reconciliation and Memorialization Panel***

- 11. A Panel will be created to review and determine the allocation of funds for additional projects which may include: Heritage Minutes, academic endowments, funding for local community organizations, additional archive projects including those undertaken by the Canadian Lesbian and Gay Archives, Archives Gaies du Québec, scholarships, fellowships and research funding, Telefilm documentary Project.
- 12. The Parties agree that, to the extent possible, existing mechanisms within the federal government will be used to facilitate the projects, for example, any endowments will be funded through the Canada History Fund.
- 13. The Panel will include:
  - (a) 4 Class Members;
  - (b) 1 member(s) of the Plaintiffs' Class Counsel team;
  - (c) 4 representative(s) of the Government of Canada;
  - (d) 1 representative of Justice's Counsel team; and
  - (e) A chair to be nominated by the Class members appointed to the Panel

### ***Training***

- 14. The Plaintiffs acknowledge that the CAF, RCMP and Public Service presently have in place diversity training for its members and employees regarding LGBTQ2SI issues. The Defendant agrees that the CAF, RCMP and the Canada School of Public Service will consult with a non-governmental organization subject matter expert on ways to improve existing training on LGBTQ2SI inclusion. The reasonable costs incurred by subject matter experts in this regard will be approved by the Reconciliation and Memorialization Panel and will be paid from the guaranteed amounts for Reconciliation and Memorialization Measures, mentioned in paragraph 9 above.
- 15. The Defendant agrees that the LGBTQ2 Secretariat, Privy Council Office, will consult with a non-governmental organization subject matter expert, and consider recommendations regarding ways to enhance LGBTQ2SI inclusion in the Federal workplace through policy initiatives.

### ***Records***

16. Canada will make best efforts to ensure that class members are provided with access to their own records where such a request is made during the claims period, where such records exist. Canada shall make best efforts to seek out and provide the requested records in a timely manner.
17. On the request of any class member who was sanctioned, has resigned or was discharged or terminated as a result of CFAO 19-20 or CD-35, their personnel file or service record will have added to it a notation that their sanction, resignation or discharge was as a result of a wrongful historic policy of Canada and that the class member was not unfit for service due to their sexual orientation, gender expression or gender identity. Best efforts will be made to ensure that duplicate records held by Veterans Affairs Canada will also have added to them the same file notation.
18. Subject to the provisions of any applicable legislation, Canada will make best and reasonable efforts to make historical documentation available to an Archive project involving documentation relating to the LGBT Purge. The parties agree that a meeting of experts appointed by each party will be convened in connection with the finalization of the detailed Minutes of Settlement for identifying the precise scope of the documents to be produced and the scope and manner of that production.
19. Canada agrees to waive the implied undertaking rule in respect to all documentary evidence produced to the plaintiff, Michelle Douglas, in *Douglas v. Canada* including, but not limited to, the documents numbered 43, 96 105 and 109 and the transcripts of the discoveries or cross examinations, subject to any applicable statutory exceptions or privileges, and the plaintiffs herein will, in turn, seek the same waiver, from the plaintiff, Michelle Douglas, in the aforementioned case for purposes of placing all said documents into the public domain.

### **INDIVIDUAL COMPENSATION**

#### ***Total Compensation available for Individual Compensation***

20. The total amount payable by Canada towards individual compensation is limited to the sum of all payments assessed as payable to each eligible class member as defined and set out below, and shall not in any circumstances exceed the sum of **\$110 million**.

#### ***Administrator and Assessor***

21. The parties will choose a mutually agreed upon Administrator (the “**Administrator**”) to administer the Canada Pride Citation/Citation Fierté Canada and Levels 1 to 3 of the Individual Compensation scheme.
22. The parties will choose a mutually agreed upon Assessor (the “**Assessor**”) to adjudicate eligibility for compensation under Level 4 of the Individual Compensation scheme.

### *Assessment and Eligibility*

23. The Administrator shall review and assess applications from applicants and determine whether each applicant is (1) a class member; (b) is eligible for compensation, and if eligible, (c) is eligible under Categories 1, 2 or 3, based on the criteria in **Annex B**. Specific details and processes for verification will be negotiated between the parties and set out in the final Settlement Agreement and/or Administration Plan.
24. The parties will negotiate and agree upon a suitable adjudication process for assessing Level 4 to be conducted by or overseen by the Assessor.
25. The Defendant shall pay **\$50 million** to the Administrator (the "**Designated Amount**"). In addition, the Defendant shall set aside the \$15 million identified in paragraph 9 of this Agreement, which shall be used for Reconciliation and Memorialization measures under the direction of the Reconciliation and Memorialization Panel, as agreed above. The parties agree that the Reconciliation and Memorialization Panel has the discretion and authority to direct Canada to pay the \$15 million to the Administrator, or to direct that some or all of the \$15 million set out in paragraph 9 be retained within the Government of Canada to fund certain Reconciliation and Memorialization measures, if the Panel deems that to be the most efficient and cost-effective way to fund and implement such measure(s).
26. The Administrator shall pay class members who are eligible for compensation (which for greater certainty does not include those who faced threat of sanction without more) an amount that is equal to the following amounts (the "**Compensation Amounts**"), subject to any necessary pro rating as set out in paragraphs 37 or 42 below:

<b>Level</b>	<b>Compensation Amount</b>
1. Investigation and / or sanction – Level 1; or	\$ 5,000
2. Investigation and / or sanction – Level 2; or	\$ 20,000
3. Discharge or Termination	\$ 50,000

Plus, if applicable, one of

4A Exceptional Harm; or	Up to \$50,000
4B Exceptional Harm, including from physical and/or sexual assault	Up to \$100,000

27. For greater certainty, class members are eligible for compensation if they experienced incidents described in Levels 1, 2 or 3. The compensation to which such persons are entitled

is the highest applicable category of Levels 1 or 2 or 3 which describes the harm they experienced.

28. If a class member, who qualifies for a payment under Level 1, 2 or 3 also experienced exceptional harm as detailed in Level 4A or 4B, that class member will also be eligible to receive a payment pursuant to either Level 4A or 4B, but not both, depending on which is the most applicable.
29. The amount of compensation payable under Level 4A or 4B will be determined by the Assessor to a maximum of an additional \$50,000 for Level 4A, or to a maximum of an additional \$100,000 for Level 4B. The total compensation received by a class member shall not exceed \$100,000 (Level 1 or 2 or 3 + Level 4A) or \$150,000 (Level 1 or 2 or 3 + Level 4B), subject to the addition of the augmented amounts described below.
30. Criteria for each of the four Levels are set out in **Annex B** and will be further defined in the Final Settlement Agreement.
31. The Administrator shall pay to such federal government departments, community organizations, or other designated entities, monies for reconciliation and memorialization measures as directed by the Reconciliation and Memorialization Panel created pursuant to paragraphs 11 to 13 to a maximum of \$15 million or such greater amount as may accumulate for those purposes pursuant to paragraphs 32-37.

***Residue of Designated Amount and Augmented Compensation Amounts***

32. If there is any residue from the Designated Amount after the Compensation Amounts are paid, up to \$10 million shall be distributed from the Designated Amount to Reconciliation and Memorialization Measures (the “**Additional Reconciliation and Memorialization Measures Payment**”).
33. Any further residue from the Designated Amount after the Compensation Amounts and the **Additional Reconciliation and Memorialization Measures Payment** referred to in paragraph 32 are made shall be distributed on a *pro rata* basis to eligible claimants to a maximum total payment to each eligible class member as the case may be (the “**Augmented Compensation Amounts**”) as follows:

Level	Augmented Compensation Amount
1. Investigation and / or sanction – Level 1; or	Up to \$7,500 (up to additional \$2,500)
2. Investigation and / or sanction – Level 2; or	Up to \$25,000 (up to additional \$5,000)
3. Discharge or Termination	Up to \$50,000 (no augmented amount)

Plus, if applicable, one of

- |    |   |   |
|----|---|---|
| 4A | Exceptional Harm; or  | Up to \$60,000 (up to additional \$10,000)  |
| 4B | Exceptional Harm, including from physical and/or sexual assault | Up to \$125,000 (up to additional \$25,000) |
34. For greater certainty, class members who qualify for Level 3 (Discharge or Termination) shall not be entitled to any Augmented Compensation Amount. Payments in respect of Level 3 (Discharge or Termination) shall be capped at \$50,000 plus Level 4A or 4B, if one of 4A or 4B applies, for a maximum total payment of \$110,000 or \$175,000 respectively.
  35. After payment of the Augmented Compensation Amounts, any further residue from the Designated Amount shall be applied to additional Reconciliation and Memorialization Measures.
  36. If the Designated Amount is insufficient to pay the Compensation Amounts to each eligible class member, then the Defendant shall pay an amount sufficient to pay Compensation Amounts to each eligible class member (the “**Enhanced Amount**”) up to an additional **\$60 million**.
  37. In no circumstances shall the Defendant be required to pay any amount in excess of **\$110 million** for compensation payments to eligible class members. If the Enhanced Amount is not sufficient to pay the Compensation Amounts to each eligible class member, then all amounts owing to class members after payment of the *initial payment* (defined below) shall be divided on a *pro rata* basis among the eligible class members so that the total payments to class members do not exceed **\$110 million**. The Administrator will then pay out the reduced payments to each class member.

***Initial and Final Distribution of Approved Payments***

38. All class members eligible for compensation will receive **\$5,000** (the “*initial payment*”) as soon as reasonably possible following verification that they will qualify for compensation in one of Levels 1, 2 or 3 in the grid above. Funds will be disbursed by Canada to the Administrator to facilitate the *initial payments* as required.
39. Should the Administrator find that a class member is eligible for compensation pursuant to Levels 1 (if applicable), 2, 3 or 4, the amount already paid by way of the **\$5,000** initial payment will be deducted from the total amounts assessed as payable to that class member, resulting in the *additional payment* to be paid through a final distribution.
40. Payment of the *additional payments* will be withheld for a period of 12 months from the date the Court approves the terms of settlement (the “**Claims Period**”).

41. At the end of the Claims Period, the Administrator will provide a comprehensive report on the *additional payments* assessed and payable in respect of each class member. Upon review of the report, Canada shall pay to the Administrator an amount equal to the sum of the *additional payments* or the *reduced payments* subject to the maximum amount payable by the Defendant as described herein.
42. If at any time after the Claims Period begins, it appears that the total amounts assessed for *initial payments* will exceed **\$110 million**, the Administrator will be given the discretion to suspend these payments until the Claims Period ends. If at the end of the Claims Period, the total amounts assessed for *initial payments* exceed **\$110 million**, the *initial payments* that have not yet been paid will be prorated and no *additional payments* will be paid to class members.

## PREVENTION OF DOUBLE RECOVERY

43. Class members who have already received a payment of damages or other compensation through a final judgment in civil or administrative proceedings in respect of the LGBT purge or harms arising therefrom shall not be entitled to individual compensation. Class members who have received a payment of damages or other compensation through a settlement in civil or administrative proceedings in respect of the LGBT purge or harms arising therefrom shall not be entitled to individual compensation where they provided a full and final release from future claims. If no release was provided, the net total of those payments or other compensations will be deducted from any payment for which a class member will be entitled to under this agreement. They will be eligible for the individual reconciliation measures, notwithstanding a release.
44. Where a class member has received a Veterans Affairs disability pension, benefit or award, or a payment from provincial workers' compensation via the *Government Employees Compensation Act (GECA)*, insurance plan or other similar monetary benefits that were paid in respect of the same or related incident or injury that would entitle the class member to a payment under Level 4 of this agreement, the net total of those benefits received will be deducted from any payment to which the class member would be entitled under Level 4 of this agreement. The class member shall, at the time of making a claim for compensation under the Final Settlement Agreement, indicate whether the class member has received such a pension, benefit or award, or any payment from provincial workers' compensation or an insurance plan.
45. Where a class member is paid an amount pursuant to Level 4 of the Individual Compensation Scheme, and subsequently applies for and is granted a Veterans Affairs disability pension, award, or other similar monetary benefits, Veterans Affairs Canada (VAC) or another relevant authority may, pursuant to law or regulation, deduct an amount that is equivalent to the amount assessed and paid under Level 4 of this agreement. The same applies for a pension, benefits, or award, or a payment from provincial workers' compensation or an

insurance plan, that the class member may subsequently apply for, where such deduction is provided for by law or regulation or policy.

## **COST OF NOTICE AND CLAIMS ADMINISTRATION**

46. The parties shall jointly agree on a notice, administration and assessment process to be paid for by Canada to a maximum cost of **\$5 million**.

## **RELEASES**

47. Upon approval by the Federal Court of the final Settlement Agreement, the Plaintiffs and the Class agree that all current and future legal proceedings, actions and claims based on the matters pleaded, or which could have been pleaded, known and unknown, in the following actions are barred, and that all class members who have not opted out during the Opt out Period will be bound. The Plaintiffs and the Class further agree that all necessary steps will be taken to effect dismissals or discontinuances of each of the following actions:
- (a) Todd Edward Ross, Martine Roy and Alida Satalic v. AGC, Federal Court File No. T-370-17;
  - (b) Todd Edward Ross v. AGC, Ontario Superior Court of Justice File No. CV-16-5653275;
  - (c) Martine Roy v. AGC, Quebec Superior Court File No. 500-06-000819-165;
  - (d) Alida Satalic v. AGC, Federal Court File No. T-2110-16.
48. Upon approval by the Federal Court, there will be a deemed release in respect of all persons falling within the class definitions in favour of Canada, the Attorney General of Canada, Her Majesty the Queen in Right of Canada and all current and former Ministers, employees, departments, Crown agents, agencies, Crown servants and members of the Canadian Armed Forces and the Royal Canadian Mounted Police for the matters pleaded, or which could have been pleaded in respect of the LGBT Purge, known and unknown, in the above actions.

## **OPT OUTS**

49. Canada reserves the right to not proceed with the settlement if the number of opt outs exceeds 250.

## SETTLEMENT APPROVAL

50. The parties agree that they will seek the Federal Court's approval in Ottawa or other such place as the parties may agree, of a comprehensive Settlement Agreement in full settlement of all claims, which will be negotiated between the Parties and be consistent with the terms of this Agreement in Principle.
51. The motions for consent certification and for approval of the final Settlement Agreement will be prepared by the Plaintiffs, and must be approved by the Defendant prior to being filed with the Court. The parties agree to make a joint request to have the motions heard in one sitting.

## SOCIAL BENEFITS AND TAXATION

52. Canada shall make best efforts to ensure that any class members' entitlement to federal social benefits or social assistance benefits (with the exception of any VAC pensions, benefits or other awards) will not be negatively affected by receipt of an individual payment and that individual payments will not be considered taxable income within the meaning of the *Income Tax Act*.
53. Canada will use its best efforts to obtain agreement with provincial and territorial governments to the effect that the receipt of any individual payments will not affect the amount, nature, or duration of any social benefits or social assistance benefits available or payable to any eligible class member who has been paid under this agreement.

## HONORARIUMS

54. The Defendant will pay the sum of **\$10,000.00** to each of the representative plaintiffs, Todd Edward Ross, Martine Roy and Alida Satalic as an honorarium for acting as representative plaintiffs in the proceedings listed in paragraph 47.

## LEGAL FEES

55. Canada shall pay to class counsel its legal fees in an amount of **\$15 million** all inclusive, plus additional taxes, in addition to the compensation paid to class members. Class counsel agrees that no additional amount shall be deducted from any payments made to class members on account of legal fees. Class counsel further agree to provide reasonable assistance to class members throughout the claims process at no additional charge. For greater clarity, Class Counsel will not provide legal assistance in respect of applications for



pensions, benefits or other awards that may be available to class members through Veterans Affairs Canada.

## **PUBLIC ANNOUNCEMENT OF SETTLEMENT**

56. The parties agree that neither side will make a public announcement on the terms of the settlement until it has been agreed as to how to describe the agreement reached, and when and how it will be announced. Once agreement has been reached, public announcements may be made in accordance with the agreement.

Signed at Toronto Ontario this 24<sup>th</sup> day of November, 2017.

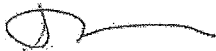
**HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Attorney General of Canada**



**BY:**

**ATTORNEY GENERAL OF CANADA**


For the Defendant



**BY:**

**ATTORNEY GENERAL OF CANADA**

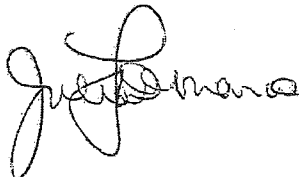
For the Defendant



**BY:**

**ATTORNEY GENERAL OF CANADA**

For the Defendant



**BY:**

**ATTORNEY GENERAL OF CANADA**

For the Defendant

BY: 

ATTORNEY GENERAL OF CANADA  
For the Defendant

BY: 

for Lori Rasmussen

ATTORNEY GENERAL OF CANADA  
For the Defendant

THE PLAINTIFFS, as represented by Class Counsel

BY: 

KOSKIE MINSKY LLP  
For the Plaintiffs

NOV. 27, 2017

BY: 

CAMBRIDGE LLP  
For the Plaintiffs

BY: 

IMK LLP  
For the Plaintiffs

BY: 

MCKIGGAN HEBERT LLP  
For the Plaintiffs

**ANNEX A<sup>1</sup>**  
**Departments included in Schedule A/I of the FAA, 1963-1993**

<b>Name</b>	<b>First year</b>	<b>Last year</b>	<b>Comments</b>
Agriculture	1963	1993	
Canadian Security and Intelligence Service	1984	1993	
Citizenship and Immigration	1963	1966	
Manpower and Immigration	1966	--	Date of name change not precisely known; occurred prior to 1985
Employment and Immigration	1985	1993	
Communications	1969	1993	
Communications Security Establishment <sup>2</sup>	TBD	TBD	
Consumer and Corporate Affairs	1967	1993	
Correctional Service of Canada	TBD	TBD	
Defence Production	1963	1966	
Energy, Mines and Resources	1966	1993	
Environment	1971	1993	
External Affairs	1962	1993	
Finance	1963	1993	
Fisheries	1963	1969	
Fisheries and Forestry	1969	1978	
Fisheries and Oceans	1978	1993	
Forestry	1963	1966	

<sup>1</sup> Annex A is subject to change. It will need to be updated to reflect the extended class period to June 20, 1996, and further research on which organizations were impacted by CD 35. For example, Crown agencies such as Canada Mortgage and Housing Corporation may need to be added following further research.

<sup>2</sup> Awaiting further information: CSE is listed as a separate entity, but subject to CSE not already being included within the entities listed above.

Forestry	1989	1993	Was merged into other departments from 1966-1989
Forestry and Rural Development	1966	1969	
Indian Affairs and Northern Development	1966	1993	
Industry	1963	1969	
Industry, Science and Technology	1990	1993	
Industry, Trade and Commerce	1969	1983	
Insurance	1963	1987	
Justice	1963	1993	
Labour	1963	1993	
Mines and Technical Surveys	1952	1966	Precise dates unknown; appeared on 1952 FAA but not 1966 FAA
Multiculturalism and Citizenship	1991	1993	
National Defence	1963	1993	
National Health and Welfare	1963	1993	
National Revenue	1963	1993	
Post Office	1963	1981	
Public Printing and Stationery	1963	1966-69	Precise end date is unknown; appeared on 1966 FAA but not 1969
Public Works	1966	1993	
Regional Economic Expansion	1969	1983	
Regional Industrial Expansion	1983	1990	
Registrar General	1966	1967	Becomes Consumer and Corporate Affairs
Resources and Development	1952	1966	Precise dates unknown; appeared on 1952 FAA but not 1966 FAA

Secretary of State of Canada	1963	1993	
Solicitor General	1966	1993	
Supply and Services	1969	1993	
Trade and Commerce	1963	1969	
Transport	1963	1993	
Treasury Board	1966	1993	
Veterans Affairs	1963	1993	
Western Economic Diversification	1992	1993	

## ANNEX B – COMPENSATION GRID/LEVELS

Qualifying class members are entitled to compensation pursuant to Levels 1 or 2 or 3 as follows.

Level	Description	Maximum Amount	Experience	Proof
1	Investigated and/or sanctioned	\$5,000 (Up to \$7,500)	Minimally intrusive questioning of short duration, ie: Single interview and/or incident of being questioned or followed  Lack of promotions  Lack of access to training courses  Prohibition on attending social events or other forms of entertainment  Targeted Harassment by superior(s)	Paper process – Internal Verification and Administrator
2.	Extensively Investigated and/or sanctioned	\$20,000 (Up to \$25,000)	Moderate to severely intrusive questioning and/or of significant duration, ie: SIU or MP interrogation  Use of polygraph in the course of investigation into sexual orientation  Interviews of family members or friends relating to sexual orientation in course of investigation  Criminal charges  Incarceration  Removal of badge, credentials or weapon, including loss of security clearance  Suspension from employment  Significant disruption of Career progression or Demotion	Paper process – Internal Verification and Administrator

			Transfer  Order to move off military base  Extreme and targeted harassment e.g.: threats of death or physical harm	
3	Discharged or Terminated	\$50,000	Discharged  Terminated  Resigned/Forced to resign <u>and</u> experience in Level 1 or 2	Paper process – Internal Verification and Administrator

Qualifying class members who are entitled to compensation under Levels 1 or 2 or 3 and are found through an assessment process to have suffered exceptional harm as defined by either Level 4(a) or Level 4(b), but not both, are also entitled to compensation as follows:

Level	Description	Maximum Amount	Experience	Proof
4.(a)	Exceptional Harm	Up to \$50,000  (up to \$60,000)	Lasting and severe physical or psychological harm, including in relation to addiction/substance abuse, attributable to the experience described in Levels 1 and/or 2 and/or 3.  <b>OR</b>	Individualized Assessment – Process to be determined
4(b)	Exceptional Harm	Up to \$100,000 (up to \$125,000)	Lasting and severe physical or psychological harm, attributable to physical or sexual assault(s) (together with the experience described in Levels 1 and/or 2 and/or 3).	Individualized Assessment – Process to be determined

## ANNEX C – Draft Terms of Reference – Canada Pride Citation

### TERMS OF REFERENCE

#### Canada Pride Citation

#### INTERPRETATION

*Class Member* means a person who is determined by the **Administrator** to fall into the final approved class definition.

*Design Committee* means a committee consisting of the following members:

- a) a representative of the Privy Counsel Office, who will be the chairperson of the committee;
- b) up to 2 class members;
- c) up to 1 class counsel; and
- d) at least one representative of each of the following:
  - i. the Treasury Board Secretariat,
  - ii. the Canadian Armed Forces/Department of National Defence,
  - iii. the Royal Canadian Mounted Police (RCMP),
  - iv. the Department of Justice,
  - v. such other departments as may be identified.

*Designated Departmental Representatives* means [TBD list of Awards & Recognition Offices within various government departments.]

#### ELIGIBILITY CRITERIA

1. The Canada Pride Citation may be awarded to any person who is found by the **Administrator** to be a Class Member, and to any person that the Administrator determines would have been a Class Member but for the fact that the person died prior to October 31, 2016.

#### DESCRIPTION & AWARD

2. Awards of the Canada Pride Citation will be made by Certificate of Award signed by the Chief of the Defence Staff, the Commissioner of the RCMP, or the Clerk of the Privy Council.

3. The Canada Pride Citation is composed of a Certificate of Award, a Lapel Pin, and an Insignia.



## CERTIFICATE

4. The Certificate of Award will be inscribed with the recipient's full name and, if applicable, their current rank or rank held upon release and will contain the signature of the Chief of the Defence Staff, the Commissioner of the RCMP, or the Clerk of the Privy Council. The design of the Certificate of Award referred to in section 3 must be approved by the Design Committee as well as the Chief of the Defence Staff, the Commissioner of the RCMP, and the Clerk of the Privy Council (or delegate(s)). Once approved, a template of the Certificate of Award will be appended to these Terms of Reference as Annex B.

## INSIGNIA

5. The design of the Insignia referred to in section 3 must be approved by the Design Committee as well as the Chief of the Defence Staff, the Commissioner of the RCMP, and the Clerk of the Privy Council (or delegate(s)). Once approved, a description of the Insignia will be appended to these Terms of Reference as Annex C.

6. When worn on civilian clothing, the Insignia referred to in section 3 should be worn on occasions when the wearing of full-size or miniature honours is appropriate. The Insignia should be worn on the left breast. If the Insignia is being worn on civilian clothing with a pleated left breast pocket, it should be worn centered on the pocket pleat. If any orders, decorations, and medals are also being worn, the Insignia referred to in section 3 must be worn, centered and horizontal, half an inch below the orders, decorations, and medals.

7. The Insignia referred to in section 3 may not be worn on a uniform unless its wear is authorized by the policies or regulations that govern the wear of insignia on the uniform in question. (E.g. for Canadian Armed Forces members, "A-DH-265-000/AG-001, Canadian Armed Forces Dress Instructions"). If the Insignia is worn on a uniform on which its wear has been authorized, it must be worn in accordance with the policies or regulations that govern the wear of insignia on the uniform in question.

## LAPEL PIN

8. The design of the Lapel Pin referred to in section 3 must be approved by the Design Committee as well as the Chief of the Defence Staff, the Commissioner of the RCMP, and the Clerk of the Privy Council (or delegate(s)). Once approved, a description of the Lapel Pin will be appended to these Terms of Reference as Annex D.

9. The Lapel Pin referred to in section 3 may be worn daily on civilian clothing on occasions when the wearing of full-size or miniature honours insignia is not appropriate. It should be worn on the left lapel if worn on a jacket, or in a similar position on other clothing.

## APPLICATIONS

10. To apply to receive the Canada Pride Citation, Class Members must complete [section TBD] of the [TBD LGBT Purge Class Action Claims Application Form]. Applications on behalf of persons who are deceased may be made by the executor or administrator of the deceased person's estate or, in the absence of an executor or administrator, by a close family member or friend of the deceased person.

11. Class Members and anyone applying on behalf of a deceased person must apply to receive the Canada Pride Citation before [TBD date] unless they have been authorized to submit a claim to the **Administrator** after this deadline.

12. The **Administrator** will

- a) consider applications under sections 10 and 11 for the award of the Canada Pride Citation;
- b) determine whether applicants are eligible to be awarded a Canada Pride Citation;
- c) prepare Certificates of Award for all eligible applicants and have the Certificates of Award signed by the Chief of the Defence Staff, the Commissioner of the RCMP, or the Clerk of the Privy Council (or delegate(s));
- d) mail Canada Pride Citations to those eligible applicants who elected to receive the Canada Pride Citation via mail; and
- e) on a monthly basis, compile and deliver Canada Pride Citations to Designated Departmental Representatives, for presentation to those eligible applicants who elected to receive the Canada Pride Citation via presentation ceremony.

## REPLACEMENTS

13. Recipients of the Canada Pride Citation whose Certificates of Award, Insignia or Lapel Pins have been damaged or lost may obtain replacements for as long as supplies last by completing the form included in Annex A and submitting it to the **Administrator** as indicated in Annex A. A money order made out to the **Administrator**, covering the cost of the replacement as indicated in Annex A, must accompany the form.

## PRESENTATION CEREMONIES

14. Upon the **Administrator's** determination that an applicant is eligible to receive the Canada Pride Citation, the Designated Departmental Representative from the applicant's current or former department will arrange for, and invite the applicant to, a presentation ceremony if the applicant elected to receive the Canada Pride Citation via presentation ceremony.

## **ANNEX D – DESIGN PLAN**

### **Canada Pride Citation Design Plan**

#### **Establishment of Design Committee**

Upon approval of the Terms of Reference of the Canada Pride Citation (TOR), which will take place as soon as practical after the execution of the Agreement in Principle, the Design Committee established under the TOR will be struck.

All Design Committee members identified in the TOR will identify themselves to the Chairperson of the Design Committee no later than [TBD date].

#### **Approval of Design of Award**

The Design Committee will be responsible for developing the design of the lapel pin, insignia and Certificate for the approval of the Chief of Defence Staff, the Commissioner of the RCMP, and the Clerk of the Privy Council (or delegate(s)). Final authority for the design lies with the Chief of Defence Staff, the Commissioner of the RCMP, and the Clerk of the Privy Council (or delegate(s)).

#### **The Certificate of Award**

1. The Design Committee will design the Certificate of Award independently, making use of authorized Canadian Heraldic Authority (CHA) artwork, if desired.

#### **The Insignia & the Lapel Pin – Consultation Process**

If the CHA is commissioned to design the Insignia and the Lapel Pin, the design process will proceed as follows:

1. Initial meeting between the CHA and the Design Committee to discuss possible design themes for the Insignia and the Lapel Pin.
2. One or more consultation meeting(s) between the CHA and the Design Committee to develop the proposed design concept for the Insignia and the Lapel Pin.
3. Presentation by the CHA of the Preliminary Art for the Insignia and the Lapel Pin for the Design Committee's approval.

4. Approval by the Chief of the Defence Staff, the Commissioner of the RCMP, and the Clerk of the Privy Council (or delegate(s)) of the Preliminary Art for the Insignia and the Lapel Pin.
5. Hiring of graphic designer to vectorize the Preliminary Art, i.e. produce a technical drawing for use by the manufacturer in production of the Insignia and the Lapel Pins.
6. CHA issues Letters Patent containing the Final Art for the Insignia and the Lapel Pin and records the Final Art in the Public Register of Arms, Flags and Badges of Canada.

### **Production**

1. Once the design has been vectorized by the graphic designer, a Design Committee member who is a representative of the Government of Canada Department to which the Final Art for the Insignia and the Lapel Pin has been granted will obtain quotes and a contract will be put into place for the production of the Insignia and the Lapel Pins.
2. The Design Committee will be responsible for approving the quality of the Insignia and the Lapel Pins produced by the selected manufacturer.

## Schedule "D"

## Departments and Agencies of the Public Service

Organization	Date of first Appearance	Date of last Appearance	Comments
Agriculture	1955	1994	Becomes Agriculture and Agri-Food
Agriculture and Agri-Food	1994	1996	
Agricultural Stabilization Board	1967	1993	
Air Transport Board	1967	1968	Deletion SOR/68-34
Anti-Inflation Appeal Tribunal	1975	1988	
Anti-Inflation Board	1975	1988	
Atlantic Canada Opportunities Agency	1988	1996	
Atlantic Development Board	1967	~1970	Removal date unknown—appeared on 1970 Revised Statute but not on 1985 Revised Statute
Atomic Energy Control Board	1967	1996	
Board of Broadcast Governors	1967	1968	Deletion SOR/68-181
Board of Grain Commissioners	1967	1970	
Board of Transport Commissioners	1967	1968	Deletion SOR/68-34
Bureau of Pensions Advocates	1971	1995	
Canada Communications Group	1993	TBD	SOR/1993-130
Canada Employment and Immigration Commission	1977	1996	Previously was Unemployment Commission; Removed 29 May 1996
Canada Labour Relations Board	1973	1996	SI/73-18
Canada Retail Debt Agency	1995	1996	SOR/1995-0388 – becomes Canada Investment and Savings in 1997 SOR 1997-0024
Canadian Advisory Council on the Status of Women	1982	TBD	SOR/82-112 - Appears in 1985 Revised Statute
Canadian Artists and Producers Professional Relations Tribunal	1994	1996	SOR/1994-273
Canadian Aviation Safety Board	1983	1989	Becomes Canadian Transportation Accident Investigation and Safety Board
Canadian Centre for Management Development	1988	1996	Added 11 August 1988 SOR 88-426; Added again via SC 1991 c 16; redundancy unexplained



Canadian Dairy Commission	1969	1996	SOR/69-41
Canadian Environmental Assessment Agency	~1992	1996	Assent given to its addition in 1992, coming into force on date named by GIC—did not appear in 1993 Consolidated Statute, date of coming into force unknown
Canadian Government Elevators	1967	1974	Deletion SOR/74-501
Canadian Grain Commission	1970	1996	
Canadian Human Rights Commission	1977	1996	
Canadian Import Tribunal	1988	1993	SOR/88-105
Canadian Intergovernmental Conference Secretariat	1973	1996	SOR/73-710
Canadian International Development Agency	1968	1996	
Canadian International Trade Tribunal	1988	1996	SOR/88-644
Canadian Livestock Feed Board	1967	1991	
Canadian Maritime Commission	1967	1968	Deletion SOR/68-34
Canadian Penitentiary Service	1967	1986~	Name changed in 1986 amendment to become Correctional Service of Canada—however still appears as Penitentiary Service in 1993 Consolidated Statute
Canadian Pension Commission	1967	1995	
Canadian Polar Commission	1991	1996	
Canadian Radio-Television and Telecommunications Commission	1975	1996	Name is changed in 1975
Canadian Radio-Television Commission	1968	1975	
Canadian Security and Intelligence Service	1984	1996	
Canadian Secretariat	1988	1996	SOR/89-77
Canadian Space Agency	1990	1996	
Canadian Transport Commission	1968	1987	Becomes National Transportation Agency in 1987
Canadian Transportation Accident Investigation and Safety Board	1989	1996	Formerly Canadian Aviation Safety Board
Canadian Transportation Agency	1996	1996	Added May 29, 1996
Centennial Commission	1967	1973	
Citizenship and Immigration	1955	1966	Undergoes several name changes; re-established in 1994 (appears to be some
Citizenship and Immigration	1994	1996	

			overlap with Employment and Immigration from 1994- 96)
Citizenship and Immigration	1955	1966	
Manpower and Immigration	1966	--	Date of name change not precisely known; occurred prior to 1985; Employment and Immigration removed in act forming HRD in 1996
Employment and Immigration	1985	1996	
Civil Aviation Tribunal	1989	1996	
Communications	1969	1995	Becomes part of Heritage
Communications Security Establishment	1975	TBD	May have been part of DND
Competition Tribunal	1986	1996	
Consumer and Corporate Affairs	1967	1996	Previously Registrar General; Removed 29 May 1996 to become part of Health
Copyright Board	1989	1996	SOR/89-114
Correctional Service of Canada	1986	1996	Name changed from Penitentiary Service in 1986, however still appears as Penitentiary Service on 1993 Consolidated Statute
Correctional Service of Canada	TBD	TBD	Not actually on Schedule A/I
Defence Production	1955	1966	
Defence Research Board	1967	1996	
Director of Soldier Settlement	1967	1996	
Director of Veterans' Land Act	1967	1996	
Dominion Bureau of Statistics	1967	1971	Becomes Statistics Canada
Dominion Coal Board	1967	1973	Deletion SOR/73-594
Economic Council of Canada	1967	1993	
Emergency Measures Organization	1967	1996	
Energy, Mines and Resources	1966	1994	Becomes Natural Resources
Energy Supplies and Allocation Board	1974	1996	Also likely referred to as Petroleum Compensation Board from 1974-1981; 1981 amendment clarified they were the same
Environment	1971	1996	
External Aid Office	1967	1968	Becomes CIDA



External Affairs	1955	1995	Becomes DFAIT
Foreign Affairs and International Trade	1995	1996	
Federal-Provincial Relations Office	1974	1996	
Feed Grain Administration	1967	1967	Appears on original act in 1967, does not appear in 1970 RSC
Finance	1955	1996	
Fisheries	1955	1969	
Fisheries and Forestry	1969	1971	Part of Department of Environment from 1971-1979
Fisheries and Oceans	1979	1996	
Fisheries and Oceans Research Advisory Council	~1985	1995	Does not appear on 1970 RSC, appears on 1985 RSC, removed in 1995
Fisheries Research Board	1967	~1985	Does not appear in 1985 RSC; likely becomes Fisheries and Oceans Research Advisory Council
Fisheries Prices Support Board	1967	1996	
Foreign Investment Review Agency	1982	1985	SOR/82-1100 Becomes Investment Canada in 1985
Forestry	1960	1966	Was merged into other departments from 1966-1989; becomes Natural Resources in 1994
Forestry	1989	1994	
Forestry and Rural Development	1966	1969	
Goods and Services Tax Consumer Information Office	1990	1995	SOR/90-340 - On 1993 Consolidated Statute
Government Printing Bureau	1967	1996	
Hazardous Materials Information Review Commission	1988	1996	SOR/88-104
Health	1996	1996	
Heritage	1995	1996	
Human Resources Development	1996	1996	
Immigration and Refugee Board	1988	1996	Name changed
Immigration Appeal Board	1968	1988	
Indian Affairs and Northern Development	1966	1996	
Indian Oil and Gas Canada	1986	TBD	SOR/86-961
Industry	1963	1969	
Industry	1995	1996	
Industry, Science and Technology	1990	1995	Becomes Industry in 1995
Industry, Trade and Commerce	1969	1983	
Information Canada	1972	1996	SI/72-85

Insurance	1955	1987	
International Joint Commission (Canadian Section)	1967	1996	
Investment Canada	1985	1995	Previously was Foreign Investment Review Agency
Justice	1955	1996	
Labour	1955	1996	Removed, HRD formed May 29, 1996
Law Commission of Canada	1996	1996	Added May 29, 1996
Law Reform Commission of Canada	1971	1993	
Maritimes Marshland Rehabilitation Administration	1967	1996	
Medical Research Board	1970	1985	Appears in 1970, exact dates uncertain
Mines and Technical Surveys	1955	1966	Precise dates unknown; appeared on 1952 FAA but not 1966 FAA
Ministry of State for Economic Development	1979	~1985	Added in 1979, does not appear in 1985, presumably becomes <i>Economic and Regional Development</i>
Ministry of State for Economic and Regional Development	1985	1988	Removed via 1988 amendment
Ministry of State for Science and Technology	1972	1993	SI/72-78
Ministry of State of Social Development	1980	1988	
Ministry of State for Urban Affairs	1972	1979	Deletion: SOR/79-294
Multiculturalism and Citizenship	1991	1995	Becomes part of Heritage
Municipal Development and Loan Board	1967	1970~	Last appearance in 1970 RSC, does not appear in 1985
NAFTA Secretariat—Canadian Section	1994	1996	SOR/ 1994-0584
National Archives of Canada	1987	1996	SOR/87-297
National Capital Commission	1967	1996	
National Defence	1955	1996	
National Energy Board	1967	1996	
National Farm Products Council	1993	1996	Name changed SOR/84-117
National Farm Products Marketing Council	1984	1993	
National Film Board	1967	1996	
National Gallery of Canada	1967	1968	Deletion SOR/68-152
National Health and Welfare	1955	1996	Removed on 29 May 1996 to become part of Health
National Library	1967	1996	

National Museums of Canada	1968	1990	SOR/68-152
National Parole Board	1967	1996	
National Revenue	1955	1996	
National Research Council	1967	1996	
Natural Resources	1994	1996	
Natural Sciences and Engineering Research Council	1978	TBD	SOR/78-379 - Appears in 1985 Revised Statute
National Round Table on the Environment and the Economy	1994	1996	SOR/1994-0733
National Transportation Agency	1987	1996	Removed May 29, 1996
Northern Canada Power Commission	1967	1988	
Northern Pipeline Agency	1978	TBD	Appears in 1985 Revised Statute
Office of the Auditor General of Canada	1967	1996	
Office of Chief Electoral Officer	1967	1996	
Office of Comptroller of the Treasury	1967	1974	
Office of Representation Commissioner	1967	~1970	Last appearance is in 1970 RSC
Office of Superintendent of Bankruptcy	1967	1996	
Office of the Administrator under the <i>Anti-Inflation Act</i>	1975	1988	
Office of the Commissioner for Federal Judicial Affairs	1978	1996	
Office of the Commissioner of Official Languages	1971	1996	
Office of the Co-ordinator, Status of Women	1976	1996	SOR/76-242
Office of the Correctional Investigator of Canada	1993	1996	SOR/1993-0083
Office of the Governor-General's Secretary	1967	1996	
Office of the Grain Transportation Agency Administrator	1987	1996	SOR/87-625
Office of the Information and Privacy Commissioners of Canada	1983	1996	SOR/83-232
Office of the Interim Commissioner of Nunavut	TBC	TBC	Allowed for in 1993, but believed not to have been created via GIC until 1997 (TBC)
Office of the Superintendent of Financial Institutions	~1987	1996	
Patented Medicine Prices Review Board	1988	1996	SOR 88-103 Does not appear in 1985 RSC, appears in 1993 Consolidated statute

Pension Review Board	~1985	1987	Does not appear in 1970 RSC, appears in 1985, removed in 1987
Petroleum Compensation Board	1978	1981	Likely used interchangeably with Energy Supplies and Allocation Board from 1978-1981
Post Office	1955	1981	
Prairie Farm Assistance Administration	1967	1992	
Prairie Farm Rehabilitation Administration	1967	1996	
Privy Council Office	1967	1996	
Procurement Review Board	1988	1995	SOR/89-76
Public Archives	1967	1993	
Public Printing and Stationery	1955	1966-69	Precise end date is unknown; appeared on 1966 FAA but not 1969
Public Service Commission	1967	1996	
Public Service Staff Relations Board	1967	1996	
Public Works	1955	1996	Removed, becomes PWGS on 20 June 1996
Public Works and Government Services	1996	1996	
Regional Economic Expansion	1969	1983	
Regional Industrial Expansion	1983	1990	
Registrar General	1966	1967	Becomes Consumer and Corporate Affairs
Resources and Development	1955	1966	Precise dates unknown; appeared on 1952 FAA but not 1966 FAA
Restrictive Trade Practices Commission	1967	1993	
Royal Canadian Mint	1967	1969	
Royal Canadian Mounted Police	1967	1996	
Royal Canadian Mounted Police External Review Committee	1988	1996	SOR/88-105
Royal Canadian Mounted Police Public Complaints Commission	1988	1996	SOR/88-105
Science Council of Canada	1969	1993	SOR/69-155
Secretary of State of Canada	1955	1996	Removed, becomes HRD 29 May, 1996
Security Intelligence Review Committee	1985	1996	SOR/85-361
Social Sciences and Humanities Research Council	1978	TBD	
Solicitor General	1966	1996	
Staff of the Exchequer Court	1967	1972	Becomes Federal Court
Staff of the Federal Court	1972	1996	

Staff of the Supreme Court	1967	1996	
Statistics Canada	1971	1996	
Statistics Survey Operations	1987	1996	SOR/87-644
Statute Revision Commission	1967	1992	
Supply and Services	1969	1996	Removed, becomes PWGS 29 June 1996
Tariff Board	1967	1988	
Tax Appeal Board	1967	1970	Becomes Tax Review Board in 1970
Tax Court of Canada	~1985	1996	Does not appear in 1970 RSC, appears in 1985
Tax Review Board	1970	~1985	Name changed in 1970, does not appear in 1985 RSC (presumably becomes Tax Court)
Trade and Commerce	1955	1969	
Transport	1955	1996	
Treasury Board of Canada Secretariat	1966	1996	
Unemployment Insurance Commission	1967	1977	Becomes Canada Employment and Immigration Commission in 1977
Veterans Affairs	1955	1996	
Veterans Appeal Board	1987	1995	Name changed in 1987, 1995
Veterans Review and Appeal Board	1995	1996	
War Veterans Allowance Board	1967	1987	
Western Diversification Office	1987	1993	SOR/87-491. Appears in 1993 Consolidated Statute, but removed via a different 1993 amendment
Western Economic Diversification	1992	1996	
Department of Western Economic Diversification	1988	1993	SOR/88-368

## SCHEDULE "E"

### INDIVIDUAL APPLICATION (CLAIM) FORM

#### LGBT PURGE CLASS ACTION SETTLEMENT

#### COMPENSATION CLAIM FORM

##### NOTE TO CLAIMANTS

This Claim Form is for current or former: members of the Canadian Armed Forces, members of the Royal Canadian Mounted Police and employees of the Federal Public Service who were affected by the LGBT Purge. The Claim Form and claims process are part of an out-of-court dispute resolution process arising out of a Final Settlement Agreement reached by the parties in class action litigation regarding the LGBT Purge. The Final Settlement Agreement explains who is eligible to receive compensation. A copy of the Final Settlement Agreement is available at [website].

The "**LGBT Purge**" refers to actions taken by the Federal Government of Canada to identify, investigate, sanction, and in some cases, terminate the employment of or discharge or release LGBTQ2 members of the Canadian Armed Forces, members of the Royal Canadian Mounted Police and employees of the Federal Public Service pursuant to certain historical policies and directives.

Claims for compensation will be received and assessed by an independent Administrator and/or an independent Assessor who will consider the information that is provided to them in order to decide whether a claimant is eligible for compensation, and if so, how much.

Please read all of the instructions and complete the Claim Form carefully and completely in order to ensure that your claim can be assessed as efficiently as possible.

If you have any questions regarding this Claim Form or the Independent Claims Process, please contact the LGBT Class Action Claims Administrator by telephone at XXX-XXX-XXXX or email your questions to [xx@xx.com](mailto:xx@xx.com).

##### **Getting counseling, support or legal assistance**

Throughout this claims process, you will be asked information about the LGBT Purge-related treatment you encountered while a Canadian Forces member, RCMP member or a Public Service employee. This Claim Form asks you to describe in detail these events and how they have affected you. Responding to questions contained in this Claim Form may be disturbing and trigger painful memories. We suggest that you proceed slowly and that you read and complete this form in a safe place. If you feel anxious or unwell when you think about your experience, or while you are filling out this



Claim Form, we encourage you to seek support from someone, such as a family member, counselor, treating health care professional, friend, or someone else from your community.

You may obtain legal assistance with respect to submitting a claim if you wish, but it is not required. Any legal fees incurred will be the sole responsibility of the individual who retained the legal services. As part of the Final Settlement Agreement, Class Counsel will provide assistance free of charge. A list of Class Counsel with contact information is available here: [ ]. If you decide to consult a lawyer or seek assistance other than from one of the Class Counsel, you will be responsible for any legal or other fees incurred.

## **PROVIDING COMPLETED CLAIM FORMS**

### **Supporting documents**

When you provide your Claim Form, please also provide any relevant documents that support your claim. It is recognized that you may not have any documentation relating to the LGBT Purge and the submission of supporting documents is not required in all cases. However, providing as much information as possible through your accounts and any supporting documents that may be available to you may be of assistance in assessing your claim. Of particular assistance may be documents that:

- provide details of employment or membership (postings, job titles, positions);
- confirm the details of the LGBT Purge-related events you experienced;
- provide names of witnesses to any relevant incidents;
- detail the injuries or harm you experienced (like physical or psychological medical records);
- confirm any complaints you made or grievances you filed; and/or
- provide information regarding impacts of your experiences and efforts to recover from those impacts.

### **Providing consent to release information**

You will also be asked to provide written consent to allow the Administrator and the Assessor access to documents and records possessed by the Federal Government to provide more information about your claim. These documents will be kept strictly confidential.

### **Categories of compensation**

The Final Settlement Agreement provides for four categories of compensation. Qualifying class members are entitled to compensation pursuant to Levels 1 through 4 as follows:

Level 1 includes claimants who have experienced: minimally intrusive questioning of short duration e.g, a single interview and/or incident of being questioned or followed; a lack of promotions; a lack of access to training courses; a prohibition on attending social events or other forms of entertainment; and/or targeted harassment by one or more



superiors.

Level 2 includes claimants who have experienced: extensive investigation and/or sanctioning; moderate to severely intrusive questioning or questioning of significant duration ; Special Investigations Unit or Military Police interrogation; use of polygraph in the course of investigation into sexual orientation; interviews of family members or friends relating to sexual orientation in the course of investigation; criminal charges; incarceration; removal of badge, credentials or weapon, including loss of security clearance; suspension from employment; significant disruption of career progression or demotion; transfer; order to move off military base; extreme and targeted harassment, e.g., threats of death or physical harm.

Level 3 refers to claimants who were discharged or terminated, who resigned or who were forced to resign by reason of experiences in Level 1 or 2.

Claimants who are entitled to compensation under Levels 1 or 2 or 3 may also be entitled to compensation for exceptional harm under Level 4. Exceptional harm means lasting and severe physical or psychological harm, including in relation to addiction or substance abuse, attributable to the experiences described in Levels 1 and/or 2 and/or 3 OR lasting and severe physical or psychological harm, attributable to physical or sexual assault(s) together with the experience described in Levels 1 and/or 2 and/or 3.

Determinations for Levels 1-3 are conducted by the Administrator on the basis of your Claim Form, submitted documents and/or verification with government records by the Administrator. Assessments under Level 4 are conducted by the Assessor on the basis of the Claim Form, submitted documents, verification with government records, and at the discretion of the Assessor, an interview with the claimant.

### **Submission of the Claim Form**

Completed Claim Forms, along with a photocopy of a government issued piece of photo identification, any additional sheets of paper and all supporting documents must be sent to the Administrator by **[deadline date]** at **[Address]**.

In exceptional circumstances or where there has been undue hardship, the Administrator may consider a claim received up to 60 days after the deadline referred to above.

### **Additional information**

The Assessor may consult with a medical expert to assist in making a decision about your complaint.

## **CLAIM FORM INSTRUCTIONS**

Complete all sections of the Claim Form that apply to you by providing as much information and detail as possible. If you have supporting documents like emails, pictures, or anything else you consider relevant to your claim, please submit them with your Claim Form.

If your Claim Form is incomplete, you will be asked to provide more details; this may delay the processing of your claim. The information you provide in your Claim Form is a very important part of what will be considered when deciding whether or not to award you compensation, and if so, the amount of the compensation.

### **When filling out the Claim Form, remember to:**

- Read all questions and requests for information carefully before answering.
- Write clearly and legibly.
- Provide as much detail as possible.
- Answer all the sections of the Claim Form that apply to you. If you cannot remember an exact date or precise detail, provide as much information as possible.
- If a section or a question does not apply to you or if you do not know an answer, please write "Not Applicable" or "Don't Know". Do not try to guess the answers.
- Use as many extra sheets of paper as you need to provide complete and detailed information about your claim while making sure to submit those extra sheets with your Claim Form.
- If you use extra sheets, please write the question number the extra sheets relate to at the top of each page, and write "see attached extra sheets" in the space provided to answer the question in the Claim Form.
- Make sure you have read and signed the Consent to Release Records and Certification portions of the Claim Form.

### **After completing the Claim Form, also remember to:**

- Review all of your answers to make sure they are as complete as possible.
- Make a copy of your Claim Form for your records.
- Submit the Claim Form along with all extra sheets used to complete answers, a photocopy of a government issued piece of photo identification and all supporting documents to the Administrator at [address].

### **Next steps:**

- If you need to make changes to any information in your Claim Form after you have sent it to the Administrator, please do so as soon as possible. Examples of important changes include a change of address or any new information about your claim.

Again, if you have any questions, please contact the LGBT Class Action Claims Administrator at [phone number] or [email].

## CLAIM FORM

### Part I: Name and Contact Information

Any communication from the Claims Administrator and any cheque for compensation will be sent to the contact information provided below.

Full name:

Please also provide any previous name, maiden name, nickname, or name while a member of the Canadian Armed Forces or RCMP or an employee of the Federal Public Service.

Date of birth:

Social insurance number:

Personal record identifier (PRI) or Service Number (if available):

If you are making a claim on behalf of a claimant as their legal representative, check this box:

Yes ☐ No ☐

Representative name:

Representative's relationship to claimant:

If the claimant has died, check this box:

☐

If the claimant has died, when did they pass away?

Note: Legal representatives must complete Part I below.

Street address:

City/Town:

Province/Territory:

Country:

Postal Code:

Daytime telephone number:

Evening telephone number:	
Email address:	
<b>Part II: Are you a Current or Former Member of the Canadian Armed Forces, the Royal Canadian Mounted Police or an Employee of the Federal Public Service?</b>	
If you are a current or former member of the Canadian Armed Forces, check this box:	Yes <input type="checkbox"/> No <input type="checkbox"/>
If you are a current or former member of the Royal Canadian Mounted Police, check this box:	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>If you are a current or former employee of the Federal Public Service, check this box:</p> <p>Federal Public Service means the organizations listed in Schedule "D" to the Settlement Agreement.</p> <p>You may be entitled to benefits from this settlement if you are a current or former employee of the Federal Public Service that is not listed in Schedule "D" to the Final Settlement Agreement. If this is the case, contact the Claims Administrator.</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>
In which years were you a member of the Canadian Armed Forces or the Royal Canadian Mounted Police or an employee of the Federal Public Service?	
<p>Please describe the positions, titles and/or ranks, you held as a member of the Canadian Armed Forces or Royal Canadian Mounted Police or an employee of the Federal Public Service, as well as the units, departments, agencies or sub-organizations you provided service for:</p> <p>Provide as much detail as possible including start and end dates, and location of each posting, position or assignment, and rank or title held at those times along with any supporting documentation.</p>	

<b>Part III: Class Member or Deemed Class Member</b>	
I am applying as a Class Member	Yes <input type="checkbox"/> No <input type="checkbox"/>
I am applying for consideration as a Deemed Class Member	Yes <input type="checkbox"/> No <input type="checkbox"/>
For Deemed Class Members:	
Harm occurring before December 1, 1955	Yes <input type="checkbox"/> No <input type="checkbox"/>
Employment in Departments not listed in Schedule "D"	Yes <input type="checkbox"/> No <input type="checkbox"/>
Harm resulting from being perceived as LGBT	Yes <input type="checkbox"/> No <input type="checkbox"/>
Claim for Level 3 post-June 20, 1996	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Part IV: Claim For Individual Reconciliation Measures</b>	
<p>You may be entitled to individual reconciliation measures as set out in the Final Settlement Agreement. Indicate below which individual reconciliation measures you would like to claim.</p> <p>If the claimant is deceased, any one of a personal representative, heir-at-law, spouse, or individual who was cohabitating with the claimant for a period of at least one year at the time of the claimant's death is entitled to claim the Canada Pride Citation and a personal apology on behalf of the deceased claimant.</p>	
Canada Pride Citation:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Personal apology letter:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Access to certain records: The Final Settlement Agreement describes the records that you are entitled to access.	Yes <input type="checkbox"/> No <input type="checkbox"/>
Inclusion of a notation in your records, if your records still exist: The notation is only available in certain circumstances described in the Final Settlement Agreement.	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Part V: Description of Your Experience</b>	
To be eligible for compensation under the Settlement Agreement, you must have been	

investigated or sanctioned, and/or discharged or released from the Canadian Armed Forces or Royal Canadian Mounted Police, or terminated or have resigned from the Federal Public Service in connection with the LGBT Purge, by reason of your sexual orientation, gender identity, or gender expression.

Check the boxes and provide detailed descriptions for all the experiences that apply to you.

### Level 1: Investigated or Sanctioned

Minimally intrusive questioning of short duration, i.e. single interview or incident of being questioned or followed:

Yes ☐ No ☐

Lack of promotions:

Yes ☐ No ☐

Lack of access to training courses:

Yes ☐ No ☐

Prohibition on attending social events or other forms of entertainment:

Yes ☐ No ☐

Targeted harassment by superior(s):

Yes ☐ No ☐

Other:

Yes ☐ No ☐

### Level 1: Investigated or Sanctioned Description

Please describe the experiences identified above in the space provided below or in a separate document and attach it to this Claim Form. Provide as many details as possible to describe the experiences and the harm suffered, which may include:

- What happened;
- When it happened (with dates as specific as possible);
- Where it happened;
- How often it happened;
- Who did this to you;
- Who may have been involved or observed or been aware of what happened; and
- How this affected you (including any emotional, physical or psychological effects).

Please note that you are not required to provide the names of witnesses if you are not comfortable doing so.


<b>Level 2: Extensively Investigated or Sanctioned</b>	
Moderate to severely intrusive questioning and/or questioning of significant duration, i.e: Special Investigations Unit or Military Police interrogation:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Use of polygraph in the course of investigation into sexual orientation:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Interviews of family members or friends relating to sexual orientation in the course of investigation:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Criminal charges:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Incarceration:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Removal of badge, credentials or weapon, including loss of security clearance:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Suspension from employment:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Significant disruption of career progression or demotion:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Transfer:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Order to move off military base:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Extreme and targeted harassment e.g. threats of death or physical harm:	Yes <input type="checkbox"/> No <input type="checkbox"/>

Other:

Yes ☐ No ☐**Level 2: Extensively Investigated or Sanctioned Description**

Please describe the experiences identified above of extensive investigation or sanction in the space provided below or in a separate document and attach it to this Claim Form. Provide as many details as possible to describe the experiences and harm suffered, which may include:

- What happened;
- When it happened (with dates as specific as possible);
- Where it happened;
- How often it happened;
- Who did this to you;
- Who may have been involved or observed or been aware of what happened; and
- How this affected you (including any emotional, physical or psychological effects).

Please note that you are not required to provide the names of witnesses if you are not comfortable doing so.

**Level 3: Discharge or Termination**

Discharge from Canadian Armed Forces

Yes ☐ No ☐





<b>Level 4: Exceptional Harm</b>	
Lasting and severe physical or psychological harm, including in relation to addiction or substance abuse, attributable to the experiences described in Levels 1,2 and/or 3.	Yes <input type="checkbox"/> No <input type="checkbox"/>
Lasting and severe physical or psychological harm, attributable to physical or sexual assault(s) together with the experiences described in Levels 1, 2 and/or 3.	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Level 4: Exceptional Harm Description</b> <p>Please describe the experiences of exceptional harm identified above in the space provided below or in a separate document and attach it to this Claim Form. For Level 4, you must identify the acts related to and injuries caused as a result of the LGBT Purge. Provide as many details as you can to describe the harm suffered, which may include:</p> <ul style="list-style-type: none"> <li>• The nature and degree of the harm or injury;</li> <li>• Details of the injury or diagnosis;</li> <li>• When the harm was suffered;</li> <li>• Where the harm was suffered;</li> <li>• Duration of the harm suffered;</li> <li>• How the harm suffered is connected to the LGBT Purge;</li> <li>• Any medical or professional attention, examinations or treatments received in respect of the harm;</li> <li>• Who inflicted this harm;</li> <li>• Who may have been involved or observed or been aware of the infliction of harm; and</li> <li>• How these experiences affected you and others around you (including any emotional, physical or psychological effects).</li> </ul> <p>Please note that you are not required to provide the names of witnesses if you are not comfortable doing so.</p>	



Such records might include:

- reports of LGBT Purge-related events prepared by the claimant at the time of the events, and related outcomes;
- evidence of injuries sustained as a result of the LGBT Purge (including but not limited to physical and psychological medical records);
- documents from your personnel file;
- documents from any military police file;
- any complaint or grievance file in relation to the matters in question; or
- any other document, letter, report, memo, email, chart, diagram, photograph, video, or recording that may support, confirm, clarify or augment the descriptions and claims set out in this Claim Form.

Attached are the following relevant documents:


#### **Part VII: Have You Received Compensation For The Harm Already?**

Indicate below if you have received or are eligible to receive a payment of damages or other compensation through a judgment, settlement or award in civil or administrative proceedings, including without limiting the generality of the foregoing, an action for damages, a grievance or harassment complaint, a Canadian Human Rights Tribunal complaint, Federal Public Sector Labour Relations and Employment Board (or its predecessors) proceedings, commenced by you or on your behalf in respect of the LGBT Purge or harms arising therefrom.

Provide as much detail as possible including: the type and nature of proceedings, whether there has been an award, whether there is a decision or proceeding pending, and the details any settlement, including the amount and whether a release was executed.

Attach additional pages if necessary.






Forces, the Royal Canadian Mounted Police or the Government of Canada and are not acting as agent or legal counsel for any party, and that they do not offer legal advice or have any duty to assert or protect legal rights of any party, or to raise an issue not raised by any party.

### **Veracity of Information in Claim Form**

I confirm that all of the information provided in this Claim Form is true, whether made by me or on my behalf. Where someone has helped me with this Claim Form that person has read to me everything they wrote and included with this Claim Form, if necessary to allow me to understand the content of this completed Claim Form and any attachments to it, and I confirm that this information is true.

### **If seeking Level 4 Compensation:**

I further understand that the Assessor can verify the truthfulness of my statements by seeking information necessary to properly determine the claim from the Canadian Armed Forces, the Royal Canadian Mounted Police and/or the Government of Canada.

The Assessor shall put to the claimant any information which may be unfavorable to the claimant's allegations and give the claimant the opportunity to respond.

Claimant Signature:	
Date:	
Witness Name:	
Witness Signature:	
Date:	

### **Deadline To Submit Claims: ●**

#### **TO SUBMIT:**

**Send your Form to: \***

**OR**

**SUBMIT ONLINE BY ...**

## Phase I Proposed Notice Plan Program (Settlement Approval Hearing)

**LGBT Purge Settlement, Government of Canada – Phase I  
Highlights of Notice Program Recommendation****Relevant Case Experience**

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KCC's Legal Notification Services team members have been involved in the design and implementation of several Canadian action notice programs, including: *Anderson v. The Attorney General of Canada*, No. 2007 01T4955CP (Sup. Ct. NL) and No. 2008NLTD166 (Sup. Ct. NL); and *In re Residential Schools Litig.*, No. 00-CV-192059 (Ont. S.C.J.).

**Case Analysis**

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The following known factors were considered when determining our recommendation:

1. The "LGBT purge" action refers to actions taken against: (1) members of the Canadian Armed Forces (CAF) pursuant to Canadian Forces Administrative Order 19-20 and precursor policies within the Army, Navy and Air Force as they may have existed from January 1, 1962 through to October 27, 1992; and (2) members of the Royal Canadian Mounted Police (RCMP) and employees of the Federal Public Service as defined in this agreement pursuant to Cabinet Directive 35, in force from December 18, 1963 until June 18, 1986; to identify, investigate, sanction, and in some cases, terminate the employment of, or discharge from military or police service, lesbian, gay, bisexual and transgender employees and members of the CAF or RCMP on the grounds that they were unsuitable for service or employment because of their sexual orientation, gender identity and gender expression.
2. It is our understanding that there are approximately 3,000 Class members located throughout Canada, including large cities and rural areas.
3. A reasonable effort cannot identify and locate Class members; therefore, Class members must be reached through a consumer media campaign.
4. Effective reach and notice content is vital to convey the importance of the information affecting Class members' rights.

**Objective**

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To design a notice program that will effectively reach likely Class members and capture their attention with notice communicated in clear, concise, plain language so that their rights and options may be fully understood.

**Target Audience**

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Class members include:

- (i) CAF Class: All current or former members of the Canadian Armed Forces who faced threat of sanction, were investigated, sanctioned, or who were discharged from the military in connection with the LGBT Purge, by reason of their sexual orientation, gender identity, or gender expression between January 1, 1962 and June 20, 1996.
- (ii) Federal Public Servant and RCMP Class: All current or former members of the RCMP and current or former employees of various Departments and Agencies of the Federal Public Service who faced threat of sanction, were investigated, sanctioned or were discharged by the RCMP or terminated from their employment in a government department or agency in connection with the LGBT Purge, by reason of their sexual orientation, gender identity, or gender expression between January 1, 1962 and June 20, 1996.





The Class is limited to persons who were alive as of October 31, 2016, with the exception of those seeking individual reconciliation and recognition for wrongs committed against deceased Class members.

It is our understanding that Canada's military service age is 17 years of age for voluntary male and female military (with parental consent) and 16 years of age for Reserve and Military College applicants.<sup>1</sup> Additionally, as of 2016, less than 1% of federal public servants were under 20 years of age. Therefore, we believe that Canadian Class members are now at least 35 years of age or older. Due to the possibility of fear from persecution for sexual orientation, gender identity, or gender expression, we recommend a broad target of Canadian adults 35 years of age or older (Adults 35+), including English-speaking Canadian Adults 35+ (English Adults 35+) and French-speaking Canadian Adults 35+ (French Adults 35+).

### **Target Analysis**

Summary and data tables, as well as publications and briefs, published by Statistics Canada were studied and analyzed.

#### **➤ Select Characteristics of Canada and LGBT Populations**

As of July 1, 2017, there are approximately 21,171,200 Canadian Adults 35+.<sup>2</sup> Females comprise 51.4% of the population of Adults 35+, while males make up 48.6% of Adults 35+.

**Canadian Population by Age/Sex 35+  
(Persons in Thousands)**

Age	Total Canada	Male	Female
35 to 39	2,506.20	1,249.40	1,256.80
40 to 44	2,365.00	1,178.70	1,186.30
45 to 49	2,405.20	1,202.20	1,202.60
50 to 54	2,640.40	1,324.60	1,315.90
55 to 59	2,683.30	1,338.10	1,345.20
60 to 64	2,374.60	1,172.90	1,201.70
65 to 69	1,997.10	974.6	1,022.50
70 to 74	1,547.70	740.4	807.3
75 to 79	1,077.40	494.3	583.1
80 to 84	763.4	331.1	432.3
85 to 89	504.2	195.5	308.7
90 and older	305.7	89.7	216.0

According to the 2016 Census, the majority of all Canadians speak English most often at home. Approximately 63.9% of all Canadians speak only English most often at home, while 68.2% speak English with or without additional languages most often at home. Only 10.9% of Canadians whose mother tongue was a non-official language still speak a non-official language most often at home.

<sup>1</sup> <https://www.cia.gov/library/publications/the-world-factbook/fields/2024.html> Last visited December 20, 2017.

<sup>2</sup> Statistics Canada, CANSIM, table 051-0001. Population by sex and age group (2017), Population as of July 1.

### Language Spoken Most Often at Home

Mother Tongue	Total – Language Spoken Most Often at Home	English	French	Non-Official language	English and French	English and Non-Official Language	French and Non-Official Language	English, French, and Non-Official Language
<b>TOTAL</b>	34,460,060	22,031,185	6,842,955	3,950,050	154,380	1,269,705	147,045	64,740
English	19,349,060	18,996,269	71,405	114,795	28,970	135,885	480	4,845
French	7,065,270	447,675	6,497,370	20,460	67,785	1,555	24,865	5,575
Non-Official Language	7,260,085	2,301,495	212,705	3,741,345	11,995	875,160	86,930	30,455
English and French	157,180	77,515	33,510	2,015	40,330	1,050	495	2,265
English and Non-Official Language	513,245	196,715	865	58,650	1,060	250,185	360	5,415
French and Non-Official Language	84,095	7,090	24,665	9,185	2,025	1,980	32,515	6,640
English, French and Non-Official Language	31,125	8,010	2,440	3,610	2,215	3,900	1,400	9,550

The proportions of Adults 35+ who speak English or French most often at home are similar to the entire Canadian population. Approximately 66.4% of English with or without additional languages most often at home and 21.1% speak French with or without additional languages most often at home.

### Language Spoken Most Often at Home, Adults 35+

Age	English	French	Non-Official language	English and French	English and Non-Official Language	French and Non-Official Language	English, French, and Non-Official Language
35-44	2,763,275	864,980	604,495	20,810	216,220	29,080	8,910
45-54	3,152,205	966,400	641,390	17,290	185,360	22,570	6,760
55-64	3,090,100	1,079,030	526,385	13,355	130,065	12,180	3,940
65 and Over	3,394,735	1,202,830	707,785	16,920	141,725	11,815	4,105

Census marital status data was studied among persons not in a couple, as well as conjugal status of married and common law partnerships by opposite and same-sex status. Of all Canadians aged 15 years



or older who were in a couple, marriages and common law partnerships identified as being same-sex represented less than 1% of all couple relationships.

### Same-Sex Marital Status by Age, 15-74<sup>3</sup>

Age	Married – Same-Sex Status	Common Law Partners – Same-Sex Status
15 to 19	15	445
20 to 24	515	5,450
25 to 29	2,800	11,520
30 to 34	5,515	11,395
35 to 39	5,900	9,850
40 to 44	5,320	8,370
45 to 49	5,845	10,260
50 to 54	7,950	13,860
55 to 59	5,645	10,065
60 to 64	3,980	7,205
65 to 69	2,795	4,815
70 to 74	1,330	2,555

### ➤ *Public Administration and Military Personnel*

The Demographic Snapshot of Canada's Federal Public Service, 2016 provides key demographics for Canada's federal public service employees, comparing the workforce in 2016 to that of 1990. Between 1990 and 2016, public service employees under the age of 17 consistently comprised a negligible proportion of the total public service workforce, lending credence to our recommendation that likely Class members are now over the age of 35. Additionally, the current distribution between males and females in public service shows a shift from a majority male workforce to a majority female workforce between 1990 and 2016.

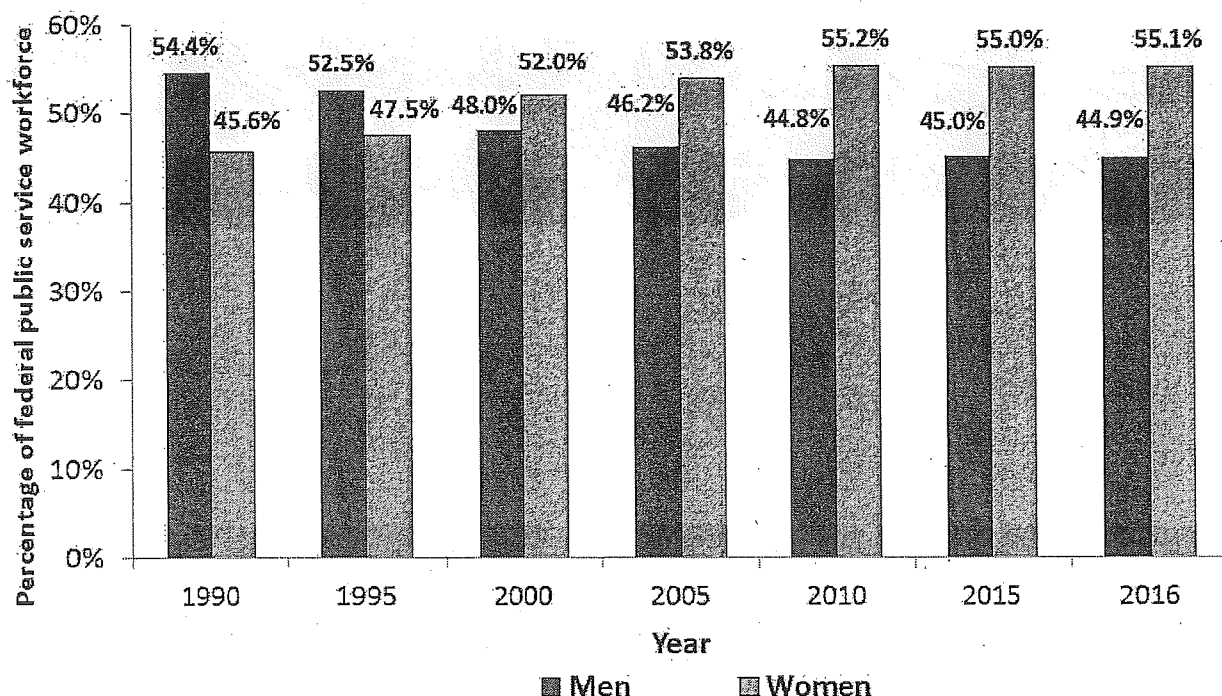
### Federal Public Service Employees by Age Band

Age	1990	2000	2010	2016
Under 17	18	7	14	4
17 to 24	12,903	7,934	12,703	9,384
25 to 34	70,128	35,350	57,624	43,810
35 to 44	90,433	73,252	71,299	72,519
45 to 54	51,860	75,942	93,702	80,904
55 to 64	23,541	18,123	43,956	46,793
65 and Over	1,708	1,315	3,680	5,563

<sup>3</sup> Persons not in a couple were not identified by sexual preference.



**Proportion of Men and Women in the Federal Public Service, 1990 to 2016**



A profile of Canadian Forces further corroborates that likely Class members are now 35 years of age or older.<sup>4</sup> However, males represented a much larger portion of the population – in a 2002 Canadian Community Health Survey, 85.3% of all military personnel were men. The age-group distribution among military personnel also significantly differed from that of civilian workers. All military personnel were heavily clustered in the age range of 25-54 – 80.1% of all military personnel were 25 to 54 years of age, compared to only 69.9% of all civilian workers. However, older age groups in the civilian population severely outnumber military personnel – 10.7% of civilian workers were 55 to 64 years of age, compared to less than 1% of military.

**Characteristics of Military Personnel and Civilian Workers, Aged 15 to 64 (Park 2008)**

Age	All Military	Regular Forces	Reserve Forces	Civilian Workers
15 to 24	19.3%	9.9%	10.2%	19.3%
25 to 39	51.8%	57.7%	37.4%	33.3%
40 to 54	28.3%	32.0%	19.2%	36.6%
55 to 64	0.6%	0.4%	1.3%	10.7%

Based on an assessment of the below tables, the majority of likely Class members can speak English or French. The distribution of English and French speakers among all public administration workers more closely resembles the total population, while English is the predominant language spoken in the military.

<sup>4</sup> Park, J. (2008). A profile of the Canadian Forces. *Statistics Canada, Perspectives*, 17-18.

**Language Used Most Often at Work or Other Language(s) Used Regularly at Work by Mother Tongue and Industry – Public Administration<sup>56</sup>**

Language Used Most Often at Work	Total – Other Language(s) Used Regularly at Work	None	English	French	Non-Official language	English and French	English and Non-Official Language	French and Non-Official Language	English, French, and Non-Official Language
<b>TOTAL – Language Used Most Often at work</b>	1,237,100	1,017,185	92,000	112,135	14,130	215	525	895	10
English	945,315	819,955	0	111,500	12,980	0	0	885	0
French	250,320	161,765	87,500	0	550	0	510	0	0
Non-Official Language	7,350	2,045	4,470	560	35	215	15	0	10
English and French	30,810	30,305	0	0	500	0	0	0	0
English and Non-Official Language	2,545	2,435	0	75	35	0	0	0	0
French and Non-Official Language	230	195	30	0	0	0	0	0	0
English, French and Non-Official Language	520	490	0	0	25	0	0	0	0

- Over 99% (approximately 1,226,445 individuals) who work in Public Administration use English or French most often at work;
- English dominates as the language used most often at work for persons working in Public Administration – 76.4% claim English, 20.2% claim French, and 5.9% claim a non-official language as being used most often at work;
- Of the 1,237,100 persons working in Public Administration during the 2016 Census, persons who claimed a non-official language as being used most often at work and who do not speak any other language regularly at work comprise less than 1% of the population (2,045 persons).

<sup>5</sup> Statistics Canada, 2016 Census of Population, Statistics Canada Catalogue no. 98-400-X2016093.

<sup>6</sup> Statistics Canada's 2016 Census of Population utilizes the North American Industry Classification System (NAICS) Canada 2012 sector codes. In this case, the sector 91 Public Administration code encompasses Federal government public administration and Defence services. Groups may include defence services, federal protective services, federal labour, employment and immigration services, foreign affairs and international assistance, other federal government public administration. The defence service industry is comprised of establishments of the Canadian Armed Forces and civilian agencies primarily engaged in providing defence services. Establishments of federal protective services includes the RCMP.



### Characteristics of Military Personnel and Civilian Workers, Aged 15 to 64 (Park 2008)

Official Language	All Military	Regular Forces	Reserve Forces	Civilian Workers
English Only	53.8%	51.4%	59.9%	64.5%
French Only	3.8%	3.0%	5.9%	10.7%
Both	42.2%	45.6%	33.9%	23.5%
Neither	0.2%	N/A	N/A	1.3%

- 96.0% of military personnel can speak English – 53.8% speak English only, while 42.2% can speak both English and French;
- Only 3.8% of military personnel speak only French; and
- Only 0.2% of military personnel speak neither English nor French, compared to 1.3% of civilian workers.

### Proposed Notice Strategies

The Notice Plan consists of a combination of notice placements in leading newspapers and consumer magazines, and on a variety of websites, including the social media site Facebook. Activity also includes the distribution of a national press release and placements in targeted publications, as well as an organizational outreach to LGBT groups.

The Notice Plan is designed to reach approximately 70% of Canadian adults 35 years of age or older.

### Proposed Notice Tactics

Following is a summary of the recommended notice tactics.

1. **Consumer Publications (Print & Digital Replica):** We recommend a third-page notice placement in a leading English and French consumer magazine. The Notice will be translated into French for the French-language publication.

Publication	Issuance	Notice Size	Language	# of Insertions
<i>Maclean's</i>	Weekly	Third Page	English	1
<i>Maclean's - L'actualité</i>	Weekly	Third Page	French	1
<b>TOTAL</b>				<b>2</b>

## MACLEAN'S L'actualité

- Weekly English (*Maclean's*) and French (*L'actualité*) news and general interest magazines
  - Print Circulation: 225,963
  - Audience (digital & print): 2.3M readers
2. **National Newspapers:** We recommend placing an approximate quarter-page notice once in the weekend edition of Canada's leading English-language mainstream newspapers—*National Post* and *Globe & Mail*—as well as in the weekend edition of the French-language *Le Journal de Montréal*.

Newspaper	Language	Issuance
<i>The Globe and Mail</i>	English	Daily
<i>The National Post</i>	English	Daily
<i>Le Journal de Montréal</i>	French	Daily

3. **Internet Banners:** To further extend reach, we recommend purchasing approximately 13 million English internet impressions and approximately 4,150,000 French internet impressions over a one-month period over the Google Display Network (GDN) and the social media site Facebook. The internet banners will be targeted to Adults 35+ and will include an embedded link to the case website.

## Google Display Network facebook

- GDN is a vast ad network that reaches over 90% of internet users and harnesses the power of advertising opportunities to over two million websites, including some of the most-visited websites and most recognizable properties on the entire internet.
- Facebook is the largest social media platform in terms of both audience size and engagement.

The digital media campaign proposed here will be routinely monitored by KCC's digital specialists to analyze key campaign performance indicators (KPIs), like click-through rates (CTRs) and costs per action (CPAs). This knowledge will be leveraged to allocate placements to sites that have demonstrated successful KPIs throughout the course of the campaign.

4. **Informational Press Release:** We recommend issuing an informational press release in both English and French across Canada Newswire (CNW), Canada's main and oldest newswire company. The press release will be disseminated to all major digital, print and broadcast news outlets across Canada plus all local newspapers in smaller urban and significant rural markets. CNW will also post the release on the wire's Twitter and Facebook pages. The press release distribution will be supplemented with delivery to a national list of women's and men's lifestyle multi-media CNW subscribers in both English and French. Although we are not able to speculate on the number of press outlets that would report the story, the press release will provide a valuable role in distributing information in a cost-effective manner.
5. **Organizational Outreach:** To extend awareness, LGBT organizations and groups will be asked to provide voluntary assistance in the distribution of Notices to potential Class members. For example, Egale Canada Human Rights Trust, The 519, Montreal LGBTQ + Community Centre, and West Island Rainbow Seniors.

### Targeted Publications

To extend coverage among likely Class members, we recommend placements in the following media targeting LGBTQ and/or military audiences.

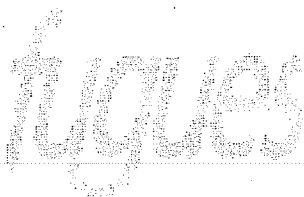
Publication	Coverage	Language	Format	Issuance	Ad Unit
<i>Esprit de Corps</i>	National	English	Print	Monthly	Third Page



<i>Esprit de Corps</i> (E-Newsletter)	National	English	Digital	Weekly	2600x667 banner
<i>Esprit de Corps</i> (Online)	National	English	Digital	Monthly	728x90 or 160x600 banners
<i>Fugues</i>	Quebec	French	Print	Monthly	Half Page
<i>IN</i>	National	English	Print	Bi-Monthly	Half Page
<i>IN</i> (Online)	National	English	Digital	Monthly	728x90 or 300x300 banners
<i>Out</i>	U.S. & Canada	English	Print	Monthly	Third Page
<i>Xtra</i> (Online)	National	English	Digital	Monthly	640x480, 600x250, 300x250, and 300x600 banners



- Monthly independent English-language defence-industry magazine focusing on events that affect the Canadian military
- Print Circulation: 12,000
- Print Audience: 40,000 readers
- E-Newsletter Circulation: 2,000 subscribers
- Online Page Views: 15,000-20,000 monthly average



- Monthly French-language LGBT magazine circulating in Québec
- Circulation: 39,000 (print) and 86,200 (total digital downloads)
- Audience (digital & print): 280,000 readers



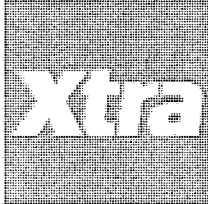
CELEBRATING CANADA'S  
LGBT LIFESTYLE

- Bi-monthly English-language LGBT print lifestyle magazine distributed free through public street boxes and high-traffic businesses; digital copies are distributed bi-monthly through community partner networks and subscribers
- Circulation: 10,000 (print) and 1.5 million (digital)

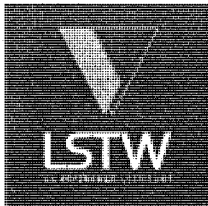




- Monthly English-language LGBTQ print magazine based out of the U.S. focusing on fashion, style, pop culture, photography, videos, and storytelling
- Audience: 855,000 (print) and 2.8 million (digital)



- English-language online LGBT news source with focus on the history of Canadian LGBT and queer activism
- Online Page Views: 350,000 monthly average



- English- and French-language online lesbian community source for celebrating role models, promoting diversity and shining a spotlight on lesbian culture
- Unique pageviews: 472,400 since creation
- Pageviews: over 1.4 million since creation
- Facebook page has 29,500 likes
- Instagram has 11,200 followers

### ***Media Costs for Phase I Notice Program***

Media Type	Cost (CAD)*
Consumer Publications	\$14,250
National Newspapers	\$37,400
Internet Banners & Facebook	\$35,250
Press Release	\$2,500
Translations	\$4,200
Targeted Publications	\$33,800
Organizational Outreach	\$2,000
Navigator Professional Services	\$2,250
<b>Total:</b>	<b>\$131,650</b>

\*All prices are based on best estimates and valid for 30 days

\*\*All media placements subject to final review and approval by the vendor

**SCHEDULE "G"****PHASE I NOTICE OF SETTLEMENT APPROVAL HEARING****LEGAL NOTICE****Were you directly affected by the LGBT Purge in the Canadian Armed Forces, RCMP or Federal Public Service?**

**A proposed settlement may affect you. Please read this notice carefully.**

The Canadian Federal Government and certain current or former members of the Canadian Armed Forces ("CAF"), the Royal Canadian Mounted Police ("RCMP") and employees of the Federal Public Service ("FPS") who were affected by the LGBT Purge have reached a proposed settlement of class action lawsuits.

The "**LGBT Purge**" refers to actions taken by the Federal Government of Canada to identify, investigate, sanction, and in some cases, terminate the employment of or discharge of LGBTQ2 members of the CAF, RCMP or FPS.

The class action lawsuits were commenced by Todd Ross, Martine Roy, and Alida Satalic (the "**Representative Plaintiffs**"). The Federal Government of Canada is called "**Canada**".

The proposed settlement must first be approved by the Federal Court before there is any money or benefits available to members of the class.

**WHO IS INCLUDED?**

The proposed settlement provides for certain benefits and compensation to the following individuals ("**Class Members**"):

All current or former members of the CAF, current or former members of the RCMP, and current or former Employees of the FPS, who were alive as of October 31, 2016 and who faced threat of sanction, were investigated, were sanctioned, or who were discharged or released from the CAF or RCMP or terminated from the FPS, or who resigned from the FPS, in connection with the LGBT Purge, by reason of their sexual orientation, gender identity, or gender expression between December 1, 1955 and June 20, 1996;

Family members of individuals who are deceased, but who would otherwise fall within one of the above classes are not Class Members and are not eligible for compensation. They may however, apply for and may be found to be eligible to receive individual recognition measures.

If the settlement is approved, all Class Members except those who validly "Opt Out" of the Settlement will be bound by the proposed settlement, will be covered by the releases in the proposed settlement, and will not have the right to sue Canada for harms caused by the LGBT Purge.

### **WHAT DOES THE PROPOSED SETTLEMENT PROVIDE?**

If approved, the settlement provides:

- (a) Broad based reconciliation and memorialization measures to be funded by Canada in an amount not less than \$15 million;
- (b) Individual reconciliation and recognition measures consisting of (i) an award to be created and called the Canada Pride Citation; and (ii) a personal letter of apology; and
- (c) Individual compensation for those who were directly affected by the official policies.

All Class Members are eligible for individual reconciliation and recognition measures.

Only those Class Members who establish that they were investigated, sanctioned, discharged or terminated, are eligible to claim Individual Compensation. The range of Individual Compensation for most class members will be between \$5,000 and \$50,000. Class members who experienced exceptional harm such as PTSD or who were sexually assaulted may be eligible for additional amounts.

### **HOW DO I GET THIS MONEY AND THESE BENEFITS?**

If the proposed settlement is approved by the Federal Court, you may make a claim for money and/or for individual reconciliation and recognition measures. To do so, you must complete a Claim Form and send it to the Claims office during the Claims Period. More information on how to make a claim will be available if the proposed settlement is approved.

### **HOW MUCH MONEY WILL I GET?**

Your payment will depend on the type of harm you suffered and how many Eligible Class Members submit claims in the proposed settlement. The details are explained in the proposed settlement agreement. A copy of the settlement agreement is available here: [\[website\]](#)

The lawyers who represent the Class are also seeking approval of legal fees in the amount of \$15,000,000 plus tax. The legal fees will be paid by Canada in addition to the compensation paid to eligible Class Members. The Federal Court will decide if the amount of the legal fees is fair and reasonable.

### **WHAT IF I DON'T AGREE WITH THE PROPOSED SETTLEMENT?**

Class members can participate in the settlement approval hearing. If you do not agree with the proposed settlement, you can do one of the two things set out below.

#### **1. Object in writing:**

Write a letter that includes your name, address and telephone number and explain why you object to the proposed settlement or use the Objection Form which can be found at [\[website\]](#). You must mail your Objection Form before **June 1, 2018** to: **LGBT Purge Class Action**, c/o [\[administrator mailing address\]](#) or [\[administrator email\]](#).

#### **2. Object in person at the approval hearing:**

You can attend the Federal Court in Ottawa ([\[address\]](#), Ontario on June 18 and 19, 2018 at 10:00 a.m. to participate in the proceeding and voice your concerns. You must also submit an Objection Form in writing if you want to object in person at the approval hearing.

#### **If you do nothing:**

If you do not object in writing or in person and the settlement is approved, you will automatically be included in the settlement and be bound by the terms summarized above.

There will be no other opportunity to object.

If you have commenced a legal proceeding against Canada relating to the LGBT Purge, and you do not discontinue it on or before June 1, 2018, you will be deemed to have Opted Out of the settlement.

### **WANT MORE INFORMATION?**

Visit [\[website\]](#), call [\[phone number\]](#), email [\[email address\]](#), or write [\[address\]](#).

### **DO YOU KNOW ANYONE WHO WAS AFFECTED BY THE LGBT PURGE?**

Please share this information with them.

**LONG FORM NOTICE****PROPOSED SETTLEMENT OF LGBT PURGE CLASS ACTION****Were you affected by the LGBT Purge in the Canadian Armed Forces, RCMP or Federal Public Service?**

**A proposed settlement may affect you. Please read this notice carefully.**

The Federal Court authorized this notice. This is not a solicitation from a lawyer.

Three former members of the Canadian Armed Forces (the “**Representative Plaintiffs**”) who were affected by the Canadian Armed Forces Policy barring homosexuals from serving in the military, sued the Federal Government of Canada (“**Canada**”).

The Representative Plaintiffs and Canada have now reached a proposed settlement that provides various benefits and compensation to certain individuals who were directly affected by the official policies of the Canadian Armed Forces, the Royal Canadian Mounted Police, and the Federal Public Service which led to the investigation, sanction, and in some cases, discharge or termination on the basis that one was unsuitable for service or employment due to one’s sexual orientation, gender identity or gender expression.

The proposed settlement must be approved by the Federal Court before there is any money or other benefits available.

Your legal rights are affected even if you do nothing. Please read this notice carefully.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS PROPOSED SETTLEMENT**

**PARTICIPATE:** Write to the court to express your views if you do not like the proposed settlement.

**GO TO A HEARING:** Ask to speak in the Federal Court of Canada about the proposed settlement on June 18, 2018 at 10:00 a.m. in Ottawa, Ontario.

**DO NOTHING:** Give up any right you might have to object to the proposed settlement.

- These rights and options and the deadlines to exercise them are explained in this notice.

• The Federal Court is required to determine whether proposed settlement is fair and reasonable. The Court will hear submissions about the approval of the proposed settlement, and the proposed legal fees, in Ottawa, Ontario on June 18 and 19, 2018 at 10:00 a.m. Money and other benefits will only be made available if the Federal Court approves the proposed settlement and after any appeals are resolved. Please be patient.

## What This Notice Contains

### **BASIC INFORMATION**

1. Why did I get this notice?
2. What was the LGBT Purge?
3. What is a class action?
4. What do the lawsuits complain about?
5. Why is there a proposed settlement?

### **WHO IS INCLUDED IN THE PROPOSED SETTLEMENT?**

6. Who is included in the proposed settlement?
7. What if I am not sure whether I am included in the proposed settlement?

### **PROPOSED SETTLEMENT BENEFITS?**

8. What does the proposed settlement provide?
9. How will the lawyers be paid?
10. When will I receive my payment?
11. What am I giving up in the proposed settlement?
12. Can I remove myself from the proposed settlement?

### **HOW TO RECEIVE A PAYMENT?**

13. How can I receive a payment?
14. How will payments be calculated?
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16. Who are the lawyers for the plaintiffs?

### **OBJECTING TO THE PROPOSED SETTLEMENT**

17. How do I tell the court if I like or do not like the proposed settlement?

### **THE APPROVAL HEARING**

18. When and where will the court decide whether to approve the proposed settlement?
19. Do I have to attend the hearing?
20. May I speak at the hearing?
21. What if I do nothing?

### **GETTING MORE INFORMATION**

22. How do I get more information?

## BASIC INFORMATION

### 1. Why did I get this notice?

The Federal Court authorized this notice to let you know about a proposed settlement and about all of your options before the court decides whether to give final approval to the proposed settlement. This notice explains the lawsuit, the proposed settlement, and your legal rights.

### 2. What was the LGBT Purge?

Canada took action against members of the Canadian Armed Forces (the "**CAF**"), members of the Royal Canadian Mounted Police (the "**RCMP**") and employees of the Federal Public Service (the "**FPS**") as defined in the proposed settlement agreement, pursuant to various written policies commencing in or around 1956 in the military and in or around 1955 in the public service, which actions included identifying, investigating, sanctioning, and in some cases, discharging lesbian, gay, bisexual and transgender members of the CAF or the RCMP from the military or police service, or terminating the employment of lesbian, gay, bisexual and transgender employees of the FPS, on the grounds that they were unsuitable for service or employment because of their sexual orientation, gender identity or gender expression (the "**LGBT Purge**").

FPS means the departments, agencies, or organizations whose security screening investigations were conducted pursuant to Cabinet Directives 29 and 35. To view a list of these departments, agencies, and organizations, visit [\[website\]](#).

### 3. What is a class action?

In a class action, one or more people called "**Plaintiffs**" sue on behalf of people who have similar claims. All of these people are called a "**Class**" or "**Class Members**." The court resolves the issues for everyone affected, except for those who exclude themselves from the lawsuits.

The three former members of the military who were affected by the LGBT Purge and who commenced the lawsuits are called the "**Representative Plaintiffs**." In this case, the Representative Plaintiffs are Todd Ross, Martine Roy, and Alida Satalic. The Federal Government of Canada is called "**Canada**". The Representative Plaintiffs may be contacted through counsel for the Class: [\[website\]](#).

### 4. What do the lawsuits complain about?

The lawsuits claim that current and former members of the CAF, RCMP and current and former employees of the FPS were investigated, sanctioned, and in some cases,

terminated from employment or discharged from service because of their sexual orientation, gender identity and gender expression.

### **5. Why is there a proposed settlement?**

The Representative Plaintiffs and Canada have agreed to a proposed settlement. By agreeing to the proposed settlement, the parties avoid the costs and uncertainty of a trial and delays in obtaining judgment, and Class Members receive the benefits described in this notice and in the agreement. In this case, it also means that the Class Members will not need to testify in court. By settling this class action, the Representative Plaintiffs and Canada have also been able to create broad based reconciliation and memorialization initiatives and provide individual reconciliation and recognition measures to enable change and reconciliation. The Representative Plaintiffs and their lawyers think the proposed settlement is in the best interests of all Class Members.

The Representative Plaintiffs and Canada have also agreed to certify the action as a class proceeding, if the settlement is approved.

### **WHO IS INCLUDED IN THE PROPOSED SETTLEMENT?**

#### **6. Who is included in the proposed settlement?**

The proposed settlement includes:

All current or former members of the CAF, current or former members of the RCMP, and current or former Employees of the FPS, who were alive as of October 31, 2016 and who faced threat of sanction, were investigated, were sanctioned, or who were discharged or released from the CAF or RCMP or terminated from the FPS, or who resigned from the FPS, in connection with the LGBT Purge, by reason of their sexual orientation, gender identity, or gender expression between December 1, 1955 and June 20, 1996;

The proposed settlement also provides for consideration of applications by those who would otherwise have been class members except where the person (a) was investigated, sanctioned or terminated prior to December 1, 1955; (b) was investigated, sanctioned or terminated under the policies notwithstanding that they were not lesbian, gay, bisexual or transgender; (c) was investigated or sanctioned under the policies prior to June 20, 1996, but who resigned or were discharged after June 20, 1996 because of investigation or sanctions which occurred prior to June 20, 1996; or (d) worked for a federal department or agency that is not recognized in the agreement as forming part of the Federal Public Service. Review the settlement agreement or contact the administrator to learn more about these exceptions.

Family members of individuals who are deceased, but who would otherwise fall within one of the above classes are not Class Members and are not eligible for compensation.



They may however, apply for and may be found to be eligible to receive individual recognition measures.

If the settlement is approved, all Class Members except those who validly Opt Out of the settlement will be bound by the proposed settlement and will be covered by the releases in the proposed settlement.

#### **7. What if I am not sure whether I am included in the proposed settlement?**

If you are not sure whether you are included in the proposed settlement, you may call [phone number] with questions or visit [\[website\]](#) or [\[email\]](#).

### **PROPOSED SETTLEMENT BENEFITS**

#### **8. What does the proposed settlement provide?**

If approved, the settlement provides:

- (a) Broad based reconciliation and memorialization measures to be funded by Canada in an amount not less than \$15 million;
- (b) Individual reconciliation and recognition measures consisting of (i) an award to be created and called the Canada Pride Citation; and (ii) a personal letter of apology; and
- (c) Individual compensation for those who were directly affected by the official policies.

All Class Members are eligible for individual reconciliation and recognition measures.

Only those Class Members who establish that they were investigated, sanctioned, discharged or terminated, are eligible to claim Individual Compensation. The range of Individual Compensation for most class members will be between \$5,000 and \$50,000. Class Members who experienced exceptional harm such as PTSD or who were sexually assaulted may be eligible for additional amounts.

Canada has agreed to pay to the settlement administrator (the "**Administrator**") a minimum of **\$50 million** (the "**Designated Amount**") to make payments to those Class Members who are eligible for compensation, as follows:

	<b>Level</b>	<b>Compensation Amount</b>
1	Investigation and / or sanction – Level 1; or	\$5,000
2	Investigation and / or sanction – Level 2; or	\$20,000
3	Discharge or termination	\$50,000

Plus, if applicable, one of:

- |     |   |                 |
|-----|---|-----------------|
| 4A. | Exceptional psychological harm; or                                | Up to \$50,000  |
| 4B. | Exceptional harm, including from physical and / or sexual assault | Up to \$100,000 |

If there is any money remaining from the Designated Amount after the Compensation Amounts are paid, up to \$10 million shall be distributed from the Designated Amount to fund additional Reconciliation and Memorialization Measures (the “**Additional Reconciliation and Memorialization Measures Payment**”).

Any further money remaining from the Designated Amount after the Compensation Amounts and the Additional Reconciliation and Memorialization Measures Payment are made will be distributed on a *pro rata* (proportionate) basis to Eligible Class Members to a maximum total payment to all Class Members who are eligible for Individual Compensation Levels 1, 2 and 4 only, (the “**Augmented Compensation Amounts**”) as follows:

	Level	Compensation Amount
1	Investigation and / or sanction – Level 1; or	Up to \$7,500 (up to additional \$2,500)
2	Investigation and / or sanction – Level 2; or	Up to \$25,000 (up to additional \$5,000)
3	Discharge or termination	Up to \$50,000 (no augmented amount)
Plus, if applicable, one of:		
4A.	Exceptional harm; or	Up to \$60,000 (up to additional \$10,000)
4B.	Exceptional harm, including from physical and / or sexual assault	Up to \$125,000 (up to additional \$25,000)

After payment of the Augmented Compensation Amounts, any further residue from the Designated Amount will be applied to additional Reconciliation and Memorialization Measures.

If the Designated Amount is insufficient to pay the Compensation Amounts to Class Members, then the Defendant will pay an amount sufficient to pay the base compensation amounts to each Class member who is found to be eligible for individual compensation (the “**Enhanced Amount**”), up to an additional **\$60 million**.

If the Enhanced Amount is not sufficient to pay the Compensation Amounts to each eligible class member, then all amounts owing to class members after payment of the

Initial Payment (defined below) shall be divided on a *pro rata* (proportionate) basis among these Class Members so that the total payments do not exceed **\$110 million**.

More details are in a document called the Settlement Agreement, which is available at [\[website\]](#).

### **9. How will the lawyers be paid?**

Class Counsel will not be paid until the Federal Court declares that the proposed legal fees are fair and reasonable.

Class Counsel will ask for approval of fees and disbursements in the amount of \$15 million inclusive, plus applicable tax. The Federal Court will decide the amount of fees and disbursements to award.

### **10. When will I receive my payment?**

All Class Members who are found to be eligible for Individual Compensation will receive \$5,000 (the “**Initial Payment**”) as soon as reasonably possible following verification that they will qualify for compensation in one of Levels 1, 2 or 3 in the grid above. Should the Administrator find that a class member is eligible for compensation pursuant to Levels 1 (if applicable), 2, 3 or 4, the amount already paid by way of the \$5,000 initial payment will be deducted from the total amounts assessed as payable to that eligible Class Member, resulting in the additional payment to be paid through a final distribution.

If at any time after the claims period begins, it appears that the total amounts assessed for initial payments will exceed \$110 million, the Administrator will suspend these payments until the claims period ends. If at the end of the claims period, the total amounts assessed for initial payments exceed \$110 million, the initial payments that have not yet been paid will be prorated and no additional payments will be paid to Eligible Class Members.

Before anyone can file a Claim Form or be assessed, the Federal Court must decide whether to grant final approval of the proposed settlement and any appeals must be resolved (see “**The Approval Hearing**” below). If there are appeals, resolving them can take time. Please be patient.

### **11. What am I giving up in the proposed settlement?**

Once the proposed settlement becomes final, you will give up your right to sue Canada for the claims being resolved by this proposed settlement. You will be “releasing” Canada, which means you cannot sue Canada for anything at all related to the LGBT Purge. The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions, you can talk to the law firms listed in Question 16 or you can, of course, talk to your own lawyer if you have questions about what this means.

### **12. Can I remove myself from the proposed settlement?**

Yes. If the proposed settlement is approved, a notice will be sent out describing how you can remove yourself from the proposed settlement.

If you do not wish to be a part of the class action you must "Opt Out". Opting out means you will not be bound by any order made in this class action and will not be eligible for compensation. You will be able to hire and pay for your own lawyer and commence your own lawsuit. If you want to commence your own lawsuit, you must Opt Out. If you Opt Out, you must abide by all applicable limitation periods and should consult a lawyer.

Further information on how to Opt Out will be available if the settlement agreement is approved.

## **HOW TO RECEIVE A PAYMENT**

### **13. How can I receive a payment?**

You can only make a claim under the proposed settlement if the proposed settlement is approved by the Federal Court. To ask for a payment you will need to complete and submit the required Claim Form. All claims will be assessed by the Claims Administrator and, for level 4 claims, a Claims Assessor. Eligible Class Members will not need to testify in court.

Claim forms will be available at [\[website\]](#) or by calling [\[phone number\]](#) after the proposed settlement is approved by the court

### **14. How will payments be calculated?**

The Claims Administrator will review your Claim Form and determine if you qualify for a payment. If you do, the Claims Administrator will determine the amount of your payment based on the process described in Question 8.

### **15. What if my claim is denied?**

If your claim is denied, you will receive a notice of the decision. In certain circumstances, you may request a reconsideration of your claim.

## **THE LAWYERS REPRESENTING YOU**

### **16. Who are the lawyers for the Plaintiffs?**

The lawyers for the Plaintiffs are:

- Cambridge LLP of Toronto, Ontario;
- IMK LLP of Montreal, Quebec;
- Koskie Minsky LLP of Toronto, Ontario; and
- McKiggan Hebert LLP of Halifax, Nova Scotia.

If you want to be represented by or receive advice from another lawyer, you may hire one to appear in court for you at your own expense.

## OBJECTING TO THE PROPOSED SETTLEMENT

### 17. How do I tell the court if I like, or do not like, the proposed settlement?

You can participate in the hearing to voice your support for the proposed settlement, or, you can object to the proposed settlement if you do not like some part of it. The Court will consider your views.

To **support** the proposed settlement, you can write a letter to the court that includes the following:

- Your name, address, and telephone number;
- A statement saying that you support the LGBT Purge proposed settlement;
- The reasons you support the proposed settlement, along with any supporting materials; and
- Your signature.

To **object** to the settlement, you can either:

(a) **Make a written objection:** Fill out an Objection Form that includes the following:

- Your name, address, and telephone number;
- A statement saying that you object to the LGBT Purge proposed settlement;
- The reasons you object to the proposed settlement, along with any supporting materials; and
- Your signature.

OR

(b) **Make an oral objection at the approval hearing:** Fill out an Objection Form indicating you want to appear at the hearing and attend at the hearing before the Federal Court in Ottawa on June 18 and 19, 2018. If you want to object at the hearing before the Federal Court in Ottawa, you must first file an Objection Form indicating you want to appear at the hearing.

You must mail or email your objection, postmarked June 1, 2018 to:

**LGBT Purge Class Action**

[address]

Email: [email]

## THE APPROVAL HEARING

The Federal Court will hold a hearing June 18 and 19, 2018 to decide whether to approve the proposed settlement and the request for Plaintiffs' counsel's legal fees and taxes. You may attend and you may ask to speak, but you do not have to.

### **18. When and where will the court decide whether to approve the proposed settlement?**

The Federal Court will hold an Approval Hearing in Ottawa, Ontario on June 18 and 19, 2018 at 10:00 a.m.

The hearing date may be moved to different dates or times without additional notice, so it is a good idea to check [\[website\]](#) or call [\[phone number\]](#) in advance if you are planning to attend.

At the hearing, the Federal Court will consider whether the proposed settlement is fair, reasonable, and in the best interests of the Class. If there are objections, the Court will consider them and will listen to people who have asked to speak at the hearing. The court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the proposed settlement. It is not known how long these decisions will take.

### **19. Do I have to attend the hearing?**

No. Class Counsel will answer questions the Court may have. However, you or your own lawyer are welcome to attend at your own expense to participate in the hearing – either to show your support for, or to object to, the proposed settlement. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also have your own lawyer attend, but it is not necessary.

### **20. May I speak at the Approval Hearing?**

Yes, you may ask the Court for permission to speak at the Approval Hearing. To do so you must submit an Objection Form and indicate that you wish to speak at an Approval Hearing.

### **21. What if I do nothing?**

If you do nothing, you are choosing not to object to the proposed settlement. The Approval Hearing will proceed and the Court will consider whether the proposed settlement is fair, reasonable, and in the best interests of the Class without your views on the matter.

## **GETTING MORE INFORMATION**

### **22. How do I get more information?**

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at [\[website\]](#). You can send your questions to **LGBT Class Action**, c/o [\[address\]](#) or by email at [\[email\]](#). You may also call the toll free number [\[phone number\]](#).

## OBJECTION FORM

ONLY USE THIS FORM IF YOU **OBJECT** TO THE PROPOSED  
SETTLEMENT

TO:

LGBT Purge Class Action

c/o ●

[email]

RE: LGBT Purge Class Action Settlement

My name is \_\_\_\_\_.

For the reasons stated below, I object to (please specify):

☐ the terms of settlement.

☐ the proposed fees and taxes of Class Counsel.

Persons submitting an objection are required to complete and deliver this Objection Form by no later than June 1, 2018.

I object for the following reasons (please attach extra pages if you require more space):

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- 
- ☐ I have enclosed copies of documentation supporting my objections.
- ☐ I have **NOT** enclosed documentation supporting my objections and I do not intend to provide any.

Address:

- ☐ I do **NOT** intend to appear at the hearing of the motion to approve the proposed settlement, and I understand that my objection will be filed with the court prior to the hearing of the motion on June 18, 2018 in Ottawa, Ontario.
- ☐ I intend to appear, in person or by counsel, and to make submissions at the hearing on June 18 and/or 19, 2018 in Ottawa, Ontario.

**MY ADDRESS FOR SERVICE IS:**

Name:

Address:

**MY LAWYER'S ADDRESS FOR SERVICE IS  
(if applicable, but you do not need a lawyer  
to object):**

Name:

Address:

Tel.:

Fax:

Email:

Tel.:

Fax:

Email:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_



## PRESS RELEASE

**PROPOSED SETTLEMENT OF LGBT PURGE CLASS ACTION**

[Date] – The Federal Government of Canada and certain former members of the Canadian Armed Forces ("CAF"), RCMP and employees of the Federal Public Service ("FPS") who were directly affected by the LGBT Purge in the CAF, RCMP and FPS have reached a proposed settlement of class action lawsuits. The proposed settlement must be approved by the Federal Court before there is any money available. Your legal rights are affected even if you do nothing. Please read this notice carefully.

The "**LGBT Purge**" refers to actions taken to identify, investigate, sanction, and in some cases, terminate the employment of, or discharge LGBTQ2 members of the CAF, RCMP and FPS.

The Representative Plaintiffs and Canada have agreed to a proposed settlement. By agreeing to the proposed settlement, the parties avoid the costs and uncertainty of a trial and delays in obtaining judgment, and certain individuals who were directly affected by the official policies of the CAF, RCMP and Federal Public Service may receive the benefits described in the settlement agreement. By settling this class action, the Representative Plaintiffs and Canada have reached an agreement that will provide for individual reconciliation and recognition measures consisting of an award to be created to be called the Canada Pride Citation and a personal letter of apology in addition to broad based reconciliation and memorialization measures.

The Federal Court is required to decide whether to approve the proposed settlement. The Court will hear submissions about the approval of the proposed settlement on June 18 and 19, 2018 at 10:00 a.m in Ottawa, Ontario. Payments and other benefits will only be made available if the Court approves the proposed settlement and after any appeals are resolved. Please be patient.

**YOUR LEGAL RIGHTS AND OPTIONS FOR THIS PROPOSED SETTLEMENT**

1. **Participate:** Write a letter that includes your name, address and telephone number and explain why you support or object to the proposed settlement. You may also use the Objection Form which can be found at [\[website\]](#). You must mail your Objection Form before **June 1, 2018** to: **LGBT Purge Class Action**, c/o [\[administrator mailing address\]](#) or [\[administrator email\]](#).
2. **Go to a Hearing:** You can attend the Approval Hearing in the Federal Court of Canada in Ottawa, Ontario on June 18 and 19, 2018 at 10:00 a.m. to participate in the hearing to express your support for, or to object to, the proposed settlement.
3. **Do Nothing:** Give up your right to object to the proposed settlement.

These rights and options and the deadlines to exercise them and more information about the proposed settlement are explained in a notice available at [\[website\]](#).

More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at [\[website\]](#). You can send your questions to **LGBT Purge Class Action**, c/o [\[address\]](#) or by email at [\[email\]](#). You may also call the toll free number [\[phone number\]](#).

This notice was approved by the Federal Court.

## GOOGLE/FACEBOOK NOTICE

LGBT Purge Settlement [hyperlinked to website]

[email] [phone number]

Were you directly affected by the LGBT Purge? If so, a proposed settlement may affect your rights.

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## Phase II Proposed Notice Program



### ***LGBT Purge Settlement, Government of Canada – Phase II*** **Highlights of Notice Program Recommendation**

#### **Relevant Case Experience**

KCC's Legal Notification Services team members have been involved in the design and implementation of several Canadian action notice programs, including: *Anderson v. The Attorney General of Canada*, No. 2007 01T4955CP (Sup. Ct. NL) and No. 2008NLTD166 (Sup. Ct. NL); and *In re Residential Schools Litig.*, No. 00-CV-192059 (Ont. S.C.J.).

#### **Case Analysis**

The following known factors were considered when determining our recommendation:

1. The "LGBT purge" action refers to actions taken against: (1) members of the Canadian Armed Forces (CAF) pursuant to Canadian Forces Administrative Order 19-20 and precursor policies within the Army, Navy and Air Force as they may have existed from January 1, 1962 through to October 27, 1992; and (2) members of the Royal Canadian Mounted Police (RCMP) and employees of the Federal Public Service as defined in this agreement pursuant to Cabinet Directive 35, in force from December 18, 1963 until June 18, 1986; to identify, investigate, sanction, and in some cases, terminate the employment of, or discharge from military or police service, lesbian, gay, bisexual and transgender employees and members of the CAF or RCMP on the grounds that they were unsuitable for service or employment because of their sexual orientation, gender identity and gender expression.
2. It is our understanding that there are approximately 3,000 Class members located throughout Canada, including large cities and rural areas.
3. A reasonable effort cannot identify and locate Class members; therefore, Class members must be reached through a consumer media campaign.
4. Effective reach and notice content is vital to convey the importance of the information affecting Class members' rights.

#### **Objective**

To design a notice program that will effectively reach likely Class members and capture their attention with notice communicated in clear, concise, plain language so that their rights and options may be fully understood.

#### **Target Audience**

Class members include:

- (i) CAF Class: All current or former members of the Canadian Armed Forces who faced threat of sanction, were investigated, sanctioned, or who were discharged from the military in connection with the LGBT Purge, by reason of their sexual orientation, gender identity, or gender expression between January 1, 1962 and June 20, 1996.
- (ii) Federal Public Servant and RCMP Class: All current or former members of the RCMP and current or former employees of various Departments and Agencies of the Federal Public Service who faced threat of sanction, were investigated, sanctioned or were discharged by the RCMP or terminated from their employment in a government department or agency in connection with the LGBT Purge, by reason of their sexual orientation, gender identity, or gender expression between January 1, 1962 and June 20, 1996.



The Class is limited to persons who were alive as of October 31, 2016, with the exception of those seeking individual reconciliation and recognition for wrongs committed against deceased Class members.

It is our understanding that Canada's military service age is 17 years of age for voluntary male and female military (with parental consent) and 16 years of age for Reserve and Military College applicants.<sup>1</sup> Additionally, as of 2016, less than 1% of federal public servants were under 20 years of age. Therefore, we believe that Canadian Class members are now at least 35 years of age or older. Due to the possibility of fear from persecution for sexual orientation, gender identity, or gender expression, we recommend a broad target of Canadian adults 35 years of age or older (Adults 35+), including English-speaking Canadian Adults 35+ (English Adults 35+) and French-speaking Canadian Adults 35+ (French Adults 35+).

### Target Analysis

Summary and data tables, as well as publications and briefs, published by Statistics Canada were studied and analyzed.

#### ➤ *Select Characteristics of Canada and LGBT Populations*

As of July 1, 2017, there are approximately 21,171,200 Canadian Adults 35+.<sup>2</sup> Females comprise 51.4% of the population of Adults 35+, while males make up 48.6% of Adults 35+.

**Canadian Population by Age/Sex 35+  
(Persons in Thousands)**

Age	Total Canada	Male	Female
35 to 39	2,506.20	1,249.40	1,256.80
40 to 44	2,365.00	1,178.70	1,186.30
45 to 49	2,405.20	1,202.20	1,202.60
50 to 54	2,640.40	1,324.60	1,315.90
55 to 59	2,683.30	1,338.10	1,345.20
60 to 64	2,374.60	1,172.90	1,201.70
65 to 69	1,997.10	974.6	1,022.50
70 to 74	1,547.70	740.4	807.3
75 to 79	1,077.40	494.3	583.1
80 to 84	763.4	331.1	432.3
85 to 89	504.2	195.5	308.7
90 and older	305.7	89.7	216.0

According to the 2016 Census, the majority of all Canadians speak English most often at home. Approximately 63.9% of all Canadians speak only English most often at home, while 68.2% speak English with or without additional languages most often at home. Only 10.9% of Canadians whose mother tongue was a non-official language still speak a non-official language most often at home.

<sup>1</sup> <https://www.cia.gov/library/publications/the-world-factbook/fields/2024.html> Last visited December 20, 2017.

<sup>2</sup> Statistics Canada, CANSIM, table 051-0001. Population by sex and age group (2017), Population as of July 1.

### Language Spoken Most Often at Home

Mother Tongue	Total – Language Spoken Most Often at Home	English	French	Non-Official language	English and French	English and Non-Official Language	French and Non-Official Language	English, French, and Non-Official Language
<b>TOTAL</b>	34,460,060	22,031,185	6,842,955	3,950,050	154,380	1,269,705	147,045	64,740
English	19,349,060	18,996,269	71,405	114,795	28,970	135,885	480	4,845
French	7,065,270	447,675	6,497,370	20,460	67,785	1,555	24,865	5,575
Non-Official Language	7,260,085	2,301,495	212,705	3,741,345	11,995	875,160	86,930	30,455
English and French	157,180	77,515	33,510	2,015	40,330	1,050	495	2,265
English and Non-Official Language	513,245	196,715	865	58,650	1,060	250,185	360	5,415
French and Non-Official Language	84,095	7,090	24,665	9,185	2,025	1,980	32,515	6,640
English, French and Non-Official Language	31,125	8,010	2,440	3,610	2,215	3,900	1,400	9,550

The proportions of Adults 35+ who speak English or French most often at home are similar to the entire Canadian population. Approximately 66.4% of English with or without additional languages most often at home and 21.1% speak French with or without additional languages most often at home.

### Language Spoken Most Often at Home, Adults 35+

Age	English	French	Non-Official language	English and French	English and Non-Official Language	French and Non-Official Language	English, French, and Non-Official Language
35-44	2,763,275	864,980	604,495	20,810	216,220	29,080	8,910
45-54	3,152,205	966,400	641,390	17,290	185,360	22,570	6,760
55-64	3,090,100	1,079,030	526,385	13,355	130,065	12,180	3,940
65 and Over	3,394,735	1,202,830	707,785	16,920	141,725	11,815	4,105

Census marital status data was studied among persons not in a couple, as well as conjugal status of married and common law partnerships by opposite and same-sex status. Of all Canadians aged 15 years



or older who were in a couple, marriages and common law partnerships identified as being same-sex represented less than 1% of all couple relationships.

**Same-Sex Marital Status by Age, 15-74<sup>3</sup>**

Age	Married – Same-Sex Status	Common Law Partners – Same-Sex Status
15 to 19	15	445
20 to 24	515	5,450
25 to 29	2,800	11,520
30 to 34	5,515	11,395
35 to 39	5,900	9,850
40 to 44	5,320	8,370
45 to 49	5,845	10,260
50 to 54	7,950	13,860
55 to 59	5,645	10,065
60 to 64	3,980	7,205
65 to 69	2,795	4,815
70 to 74	1,330	2,555

➤ **Public Administration and Military Personnel**

The Demographic Snapshot of Canada's Federal Public Service, 2016 provides key demographics for Canada's federal public service employees, comparing the workforce in 2016 to that of 1990. Between 1990 and 2016, public service employees under the age of 17 consistently comprised a negligible proportion of the total public service workforce, lending credence to our recommendation that likely Class members are now over the age of 35. Additionally, the current distribution between males and females in public service shows a shift from a majority male workforce to a majority female workforce between 1990 and 2016.

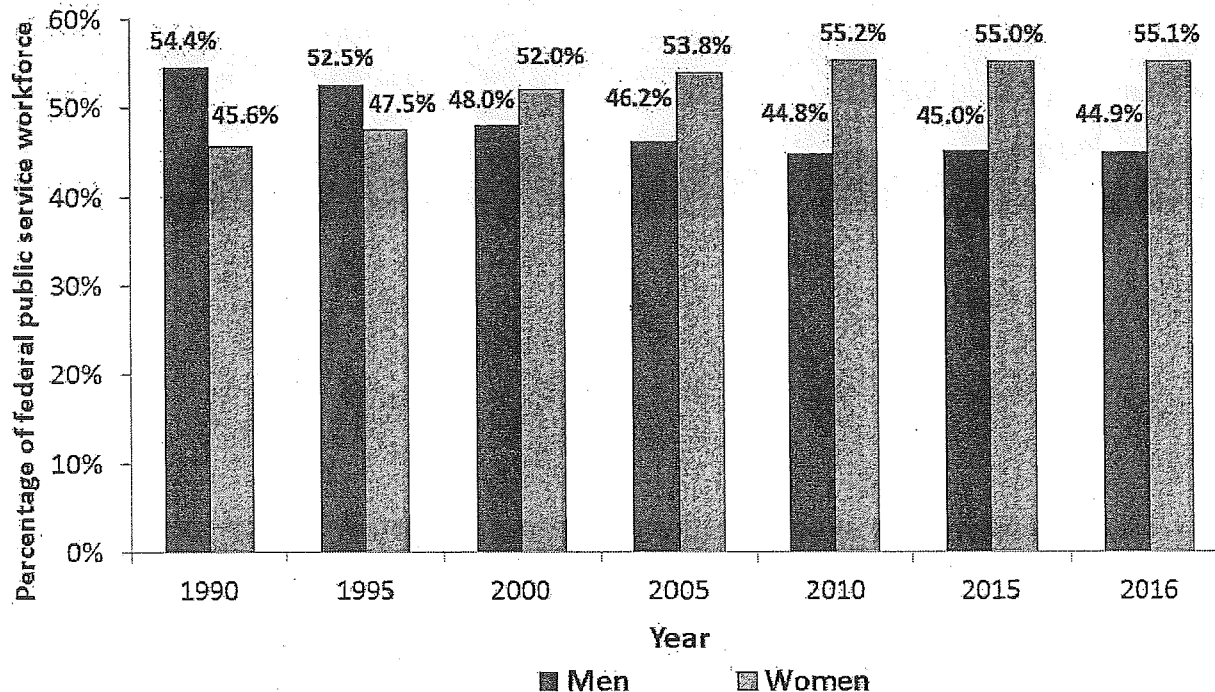
**Federal Public Service Employees by Age Band**

Age	1990	2000	2010	2016
<b>Under 17</b>	18	7	14	4
<b>17 to 24</b>	12,903	7,934	12,703	9,384
<b>25 to 34</b>	70,128	35,350	57,624	43,810
<b>35 to 44</b>	90,433	73,252	71,299	72,519
<b>45 to 54</b>	51,860	75,942	93,702	80,904
<b>55 to 64</b>	23,541	18,123	43,956	46,793
<b>65 and Over</b>	1,708	1,315	3,680	5,563

<sup>3</sup> Persons not in a couple were not identified by sexual preference.



**Proportion of Men and Women in the Federal Public Service, 1990 to 2016**



A profile of Canadian Forces further corroborates that likely Class members are now 35 years of age or older.<sup>4</sup> However, males represented a much larger portion of the population – in a 2002 Canadian Community Health Survey, 85.3% of all military personnel were men. The age-group distribution among military personnel also significantly differed from that of civilian workers. All military personnel were heavily clustered in the age range of 25-54 – 80.1% of all military personnel were 25 to 54 years of age, compared to only 69.9% of all civilian workers. However, older age groups in the civilian population severely outnumber military personnel – 10.7% of civilian workers were 55 to 64 years of age, compared to less than 1% of military.

**Characteristics of Military Personnel and Civilian Workers, Aged 15 to 64 (Park 2008)**

Age	All Military	Regular Forces	Reserve Forces	Civilian Workers
15 to 24	19.3%	9.9%	10.2%	19.3%
25 to 39	51.8%	57.7%	37.4%	33.3%
40 to 54	28.3%	32.0%	19.2%	36.6%
55 to 64	0.6%	0.4%	1.3%	10.7%

Based on an assessment of the below tables, the majority of likely Class members can speak English or French. The distribution of English and French speakers among all public administration workers more closely resembles the total population, while English is the predominant language spoken in the military.

<sup>4</sup> Park, J. (2008). A profile of the Canadian Forces. *Statistics Canada, Perspectives*, 17-18.





**Language Used Most Often at Work or Other Language(s) Used Regularly at Work by Mother Tongue and Industry – Public Administration<sup>56</sup>**

Language Used Most Often at Work	Total – Other Language(s) Used Regularly at Work	None	English	French	Non-Official language	English and French	English and Non-Official Language	French and Non-Official Language	English, French, and Non-Official Language
<b>TOTAL – Language Used Most Often at work</b>	1,237,100	1,017,185	92,000	112,135	14,130	215	525	895	10
English	945,315	819,955	0	111,500	12,980	0	0	885	0
French	250,320	161,765	87,500	0	550	0	510	0	0
Non-Official Language	7,350	2,045	4,470	560	35	215	15	0	10
English and French	30,810	30,305	0	0	500	0	0	0	0
English and Non-Official Language	2,545	2,435	0	75	35	0	0	0	0
French and Non-Official Language	230	195	30	0	0	0	0	0	0
English, French and Non-Official Language	520	490	0	0	25	0	0	0	0

- Over 99% (approximately 1,226,445 individuals) who work in Public Administration use English or French most often at work;
- English dominates as the language used most often at work for persons working in Public Administration – 76.4% claim English, 20.2% claim French, and 5.9% claim a non-official language as being used most often at work;
- Of the 1,237,100 persons working in Public Administration during the 2016 Census, persons who claimed a non-official language as being used most often at work and who do not speak any other language regularly at work comprise less than 1% of the population (2,045 persons).

<sup>5</sup> Statistics Canada, 2016 Census of Population, Statistics Canada Catalogue no. 98-400-X2016093.

<sup>6</sup> Statistics Canada's 2016 Census of Population utilizes the North American Industry Classification System (NAICS) Canada 2012 sector codes. In this case, the sector 91 Public Administration code encompasses Federal government public administration and Defence services. Groups may include defence services, federal protective services, federal labour, employment and immigration services, foreign affairs and international assistance, other federal government public administration. The defence service industry is comprised of establishments of the Canadian Armed Forces and civilian agencies primarily engaged in providing defence services. Establishments of federal protective services includes the RCMP.



### Characteristics of Military Personnel and Civilian Workers, Aged 15 to 64 (Park 2008)

Official Language	All Military	Regular Forces	Reserve Forces	Civilian Workers
English Only	53.8%	51.4%	59.9%	64.5%
French Only	3.8%	3.0%	5.9%	10.7%
Both	42.2%	45.6%	33.9%	23.5%
Neither	0.2%	N/A	N/A	1.3%

- 96.0% of military personnel can speak English – 53.8% speak English only, while 42.2% can speak both English and French;
- Only 3.8% of military personnel speak only French; and
- Only 0.2% of military personnel speak neither English nor French, compared to 1.3% of civilian workers.

### Proposed Notice Strategies

The Notice Plan consists of a combination of notice placements in leading newspapers and consumer magazines, and on a variety of websites, including the social media site Facebook. Activity also includes the distribution of a national press release and placements in targeted publications, as well as an organizational outreach to LGBT groups.

The Notice Plan is designed to reach approximately 70% of Canadian adults 35 years of age or older.

### Proposed Notice Tactics

Following is a summary of the recommended notice tactics.

1. **Consumer Publications (Print & Digital Replica):** We recommend a third-page notice placement in a leading English and French consumer magazine. The Notice will be translated into French for the French-language publication.

Publication	Issuance	Notice Size	Language	# of Insertions
<i>Maclean's</i>	Weekly	Third Page	English	1
<i>Maclean's - L'actualité</i>	Weekly	Third Page	French	1
<b>TOTAL</b>				<b>2</b>

## MACLEAN'S L'actualité

- Weekly English (*Maclean's*) and French (*L'actualité*) news and general interest magazines
  - Print Circulation: 225,963
  - Audience (digital & print): 2.3M readers
2. **Newspapers:** We recommend placing an approximate quarter-page notice once in the weekend edition of Canada's leading English-language mainstream newspapers—*National Post* and *Globe & Mail*—as well as in the weekend edition of the French-language *Le Journal de Montréal*.



Newspaper	Language	Issuance
<i>The Globe and Mail</i>	English	Daily
<i>The National Post</i>	English	Daily
<i>Le Journal de Montréal</i>	French	Daily

<sup>†</sup> La Presse+ is a digital-only newspaper. A quarter-screen tablet edition will be used.

<sup>‡</sup> Automatically included in *NunatsiaqOnline* the week the ad is in the print edition.

3. **Paid Digital Media:** To further extend reach, we recommend purchasing approximately 14.25 million English internet impressions and approximately 4.4 million French internet impressions over a one-month period over the Google Display Network (GDN) and the social media sites Facebook and Twitter. The GDN and Facebook internet banners will be targeted to Adults 35+, as well as Adults 35+ that show an interest in Gay-Lesbian-Bisexual-Transgender, Military, LGBT community, LGBT culture, LGBT social movements, Royal Canadian Mounted Police, Gay pride, Gay Times Magazine, LGBT community, LGBT social movements, LGBTQ Nation, Rainbow flag (LGBT movement), and The Lesbian, Gay, Bisexual & Transgender Community Centre, and will include an embedded link to the case website. The Twitter Promoted Tweets will be targeted to followers of: LGBT Foundation @LGBTfdn, LGBT Giving Network @LGBTgiving, Pride at Work Canada @PrideatWorkCAN, Egale Canada @egalecanada, Pride Toronto @PrideToronto, RainbowHealthOntario @RainbowHealthOn, LGBTQ Nation @lgbtqnation, Gay Rights Watch @gayrightswatch, Rainbow Railroad @RainbowRailroad, Access Alliance MHCS @AccessAlliance, ReachingOut Winnipeg @ReachingOutWPG, Gay Liberation Front @bigdeal283, PFLAG Canada @pflagcanada, TorontoPflag @TorontoPflag, PFLAG National @PFLAG, Pflag Toronto @Pflagtoronto, Michelle Douglas @WE\_MVMT, Gay Times @gaytimesmag, Instinct Magazine @instinctmag, National Equality Action Team (NEAT) @theneatorg, LGBT Consortium @LGBTConsortium, GLAAD @glaad, Peace and respect @LGBT.

Google Display Network

facebook.



- GDN is a vast ad network that reaches over 90% of internet users and harnesses the power of advertising opportunities to over two million websites, including some of the most-visited websites and most recognizable properties on the entire internet.
- Facebook is the largest social media platform in terms of both audience size and engagement.
- Twitter is a free social networking service that allows members to broadcast short posts called tweets. Twitter members can broadcast tweets and follow other users' tweets using multiple platforms and devices. The default settings for Twitter are public, allowing anyone to follow anyone on Twitter.

The digital media campaign proposed here will be routinely monitored by KCC's digital specialists to analyze key campaign performance indicators (KPIs), like click-through rates (CTRs) and costs per action (CPAs). This knowledge will be leveraged to allocate placements to sites that have demonstrated successful KPIs throughout the course of the campaign.

4. **Targeted Publications:** To extend coverage among likely Class members, notice placements will appear in the following media targeting LGBTQ and/or military audiences:



Publication	Coverage	Language	Format	Issuance	Ad Unit
<i>Esprit de Corps</i>	National	English	Print	Monthly	Third Page
<i>Esprit de Corps</i> (E-Newsletter)	National	English	Digital	Weekly	2600x667 banner
<i>Esprit de Corps</i> (Online)	National	English	Digital	Monthly	728x90 or 160x600 banners
<i>Fugues</i>	Quebec	French	Print	Monthly	Half Page
<i>IN</i>	National	English	Print	Bi-Monthly	Half Page
<i>IN</i> (Online)	National	English	Digital	Monthly	728x90 or 300x300 banners
<i>Out</i>	U.S. & Canada	English	Print	Monthly	Third Page
<i>Xtra</i> (Online)	National	English	Digital	Monthly	640x480, 600x250, 300x250, and 300x600 banners
<i>LSTW</i>	National	English & French	Print	Annually	Full Page
<i>LSTW</i> (E-Article)	National	English & French	Digital	Monthly	Homepage Editorial Article
<i>LSTW</i> (Online)	National	English & French	Digital	Monthly	Big Box

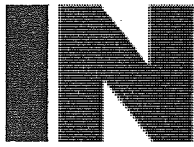


**espritdecorps**  
CANADIAN MILITARY MAGAZINE

- Monthly independent English-language defence-industry magazine focusing on events that affect the Canadian military
- Print Circulation: 12,000
- Print Audience: 40,000 readers
- E-Newsletter Circulation: 2,000 subscribers
- Online Page Views: 15,000-20,000 monthly average



- Monthly French-language LGBT magazine circulating in Québec
- Circulation: 39,000 (print) and 86,200 (total digital downloads)
- Audience (digital & print): 280,000 readers

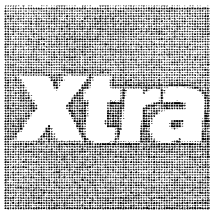


CELEBRATING CANADA'S  
LGBT LIFESTYLE

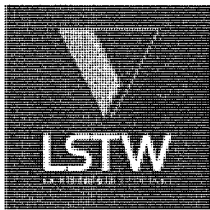
- Bi-monthly English-language LGBT print lifestyle magazine distributed free through public street boxes and high-traffic businesses; digital copies are distributed bi-monthly through community partner networks and subscribers
- Circulation: 10,000 (print) and 1.5 million (digital)



- Monthly English-language LGBTQ print magazine based out of the U.S. focusing on fashion, style, pop culture, photography, videos, and storytelling
- Audience: 855,000 (print) and 2.8 million (digital)



- English-language online LGBT news source with focus on the history of Canadian LGBT and queer activism
- Online Page Views: 350,000 monthly average



- English- and French-language magazine and online lesbian community source for celebrating role models, promoting diversity and shining a spotlight on lesbian culture
- First magazine issue was 2,000 copies; second issue was 5,000 copies
- Prints Annually
- Facebook page has 29,500 likes
- Instagram has 11,200 followers
- Unique pageviews: 472,400 since creation
- Pageviews: over 1.4 million since creation

Additional Targeted Publications are being researched and may be added to enhance notification efforts.

5. **Informational Press Release:** We recommend issuing an informational press release in both English and French across Canada Newswire (CNW), Canada's main and oldest newswire company. The press release will be disseminated to all major digital, print and broadcast news outlets across Canada plus all local newspapers in smaller urban and significant rural markets. CNW will also post the release on the wire's Twitter and Facebook pages. The press release distribution will be supplemented with delivery to a national list of women's and men's lifestyle multi-media CNW subscribers in both English and French. Although we are not able to speculate



on the number of press outlets that would report the story, the press release will provide a valuable role in distributing information in a cost-effective manner.

6. **Organizational Outreach:** To extend awareness, LGBT organizations, groups and centres will be asked to provide voluntary assistance in the distribution of Notices to potential Class members by posting a copy of the Notice in a visible location such as at their physical locations, as well as online on their websites and social media pages. For example, Notices may be distributed to: Egale Canada Human Rights Trust, The 519, Montreal LGBTQ + Community Centre, and West Island Rainbow Seniors.
7. **Radio Advertisements:** A 30-second radio spot will broadcast on a variety of LGBT-focused radio stations and internet radio websites, as well as some mainstream small-town radio stations and websites. For example: QueerFM, Proud-FM/CIRR-FM, GayradioQuebec and Chorus.
8. **Pride Festivals and Parades:** LGBT pride festival and parade organizers will provide information about the settlement in the form of paid and voluntary distribution. Advertisements may include sponsorships, paper handouts, festival handouts, and posters, as well as digital ads and social media postings. For example: Vancouver Pride Parade and Festival, Inside Out LGBT Film Festival, Fierté Montréal, Fondation Émergence, and Surrey Pride.
9. **Poster Distribution:** Hundreds posters will appear inside and outside locations in the Montreal gay village area. Other areas will be sought as well. Posters will remain visible for two to four weeks.

#### ***Media Costs for Phase II Notice Program***

Media Type	Cost (CAD)*
Consumer Publications	\$14,250
National Newspapers	\$37,400
Paid Digital Media	\$55,000
Targeted Publications	\$40,000
Informational Press Release	\$2,500
Organizational Outreach	\$10,000
Radio Advertisements	\$10,000
Pride Festivals and Parades	\$30,000
Poster Distribution	\$20,000
Translations	\$5,000
<b>Total:</b>	<b>\$224,150</b>

\*All prices are based on best estimates and valid for 30 days

\*\*All media placements subject to final review and approval by the vendor

## SCHEDULE "I"

### PHASE II NOTICE OF APPROVAL OF THE SETTLEMENT

#### LEGAL NOTICE

## Were you directly affected by the LGBT Purge in the Canadian Armed Forces, RCMP or Federal Public Service?

**A settlement has been approved by the court. Please read this notice carefully.**

A settlement between the Canadian Federal Government and certain current or former members of the Canadian Armed Forces ("CAF"), the Royal Canadian Mounted Police ("RCMP") and employees of the Federal Public Service ("FPS") who were affected by the LGBT Purge has been approved by the court.

The "**LGBT Purge**" refers to actions taken by the Federal Government of Canada to identify, investigate, sanction, and in some cases, terminate the employment of or discharge LGBTQ2 members of the CAF, RCMP or FPS.

The class action lawsuits were commenced by Todd Ross, Martine Roy, and Alida Satalic (the "**Representative Plaintiffs**"). The Federal Government of Canada is called "**Canada**".

#### **WHO IS INCLUDED?**

The settlement provides for certain benefits and compensation to the following individuals ("**Class Members**");

All current or former members of the CAF, current or former members of the RCMP, and current or former Employees of the FPS, who were alive as of October 31, 2016 and who faced threat of sanction, were investigated, were sanctioned, or who were discharged or released from the CAF or RCMP or terminated from the FPS, or who resigned from the FPS, in connection with the LGBT Purge, by reason of their sexual orientation, gender identity, or gender expression between December 1, 1955 and June 20, 1996;

Family members of individuals who are deceased, but who would otherwise fall within one of the above classes are not Class Members and are not eligible for compensation. They may however, apply for and may be found to be eligible to receive individual recognition measures.





All Class Members except those who validly “opt out” of the Settlement will be bound by the settlement will be covered by the releases in the settlement, and will not have the right to sue Canada for harms caused by the LGBT Purge.

## **WHAT DOES THE SETTLEMENT PROVIDE?**

The settlement provides:

- (a) Broad based reconciliation and memorialization measures to be funded by Canada in an amount not less than \$15 million;
- (b) Individual reconciliation and recognition measures consisting of (i) an award to be created and called the Canada Pride Citation; and (ii) a personal letter of apology; and
- (c) Individual compensation for those who were directly affected by the official policies.

All Class Members are eligible for individual reconciliation and recognition measures.

Only those Class Members who establish that they were investigated, sanctioned, discharged or terminated, are eligible to claim Individual Compensation. The range of Individual Compensation for most class members will be between \$5,000 and \$50,000. Class members who experienced exceptional harm such as PTSD or who were sexually assaulted may be eligible for additional amounts.

## **HOW DO I GET THIS MONEY AND THESE BENEFITS?**

You must make a claim for money and/or for individual reconciliation and recognition measures. To do so, you must complete a Claim Form and send it to the Claims office by [claims deadline]. A copy of the Claim Form is available at [website]. You are not eligible for these benefits if you opt out.

## **HOW MUCH MONEY WILL I GET?**

Your payment will depend on the type of harm you suffered and how many Eligible Class Members submit claims in the settlement. The details are explained in the settlement agreement. A copy of the settlement agreement is available here: [\[website\]](#)

The Court approved a payment to Class Counsel in the amount of \$15 million, plus applicable tax. You do not need to pay Class Counsel any money.

## **WHAT IF I DON'T WANT TO BE BOUND BY THE SETTLEMENT?**

If you do not want to be bound by the settlement, you must opt out of the class action by [Opt Out Deadline]. If you opt out, you will not be entitled to any benefits or compensation for the settlement, and your claim against Canada in respect of the LGBT

Purge will not be released. To opt out of the settlement, you must submit an Opt Out Form to the Claims Administrator. A copy of the Opt Out Form is available at [website].

If you have commenced a legal proceeding against Canada relating to the LGBT purge, and you do not discontinue it on or before [Opt Out Deadline] you will be deemed to have Opted Out of the settlement.

**WANT MORE INFORMATION?**

Visit [website], call [phone number], email [email address], or write [address].

**DO YOU KNOW ANYONE WHO WAS AFFECTED BY THE LGBT PURGE?**

Please share this information with them

**LONG FORM NOTICE****LGBT PURGE CLASS ACTION SETTLEMENT****Were you affected by the LGBT Purge in the Canadian Armed Forces, RCMP or Federal Public Service?**

**A settlement may affect you. Please read this notice carefully.**

The Federal Court authorized this notice. This is not a solicitation from a lawyer.

Three former members of the Canadian Armed Forces (the "**Representative Plaintiffs**") who were affected by the Canadian Armed Forces Policy barring homosexuals from serving in the military, sued the Federal Government of Canada ("**Canada**").

The court has now approved a settlement between the Representative Plaintiffs and Canada that provides various benefits and compensation to certain individuals who were directly affected by the official policies of the Canadian Armed Forces, the Royal Canadian Mounted Police, and the Federal Public Service which led to the investigation, sanction, and in some cases, discharge or termination on the basis that one was unsuitable for service or employment due to one's sexual orientation, gender identity or gender expression.

Your legal rights are affected even if you do nothing. Please read this notice carefully.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

**MAKE A CLAIM:** You may make a claim for money and/or for individual reconciliation and recognition measures. To do so, you must complete a Claim Form and send it to the Claims Administrator [claims deadline]. A copy of the Claim Form is available at [website].

**OPT OUT:** If you do not want to be bound by the settlement, you must opt out of the class action by [Opt Out Deadline]. If you opt out, you will not be entitled to any benefits or compensation from the settlement, and your claim against Canada in respect of the LGBT Purge will not be released. To opt out of the settlement, you must submit an Opt Out Form to the Claims Administrator. A copy of the Opt Out Form is available at [website].

If you have commenced a legal proceeding against Canada relating to the LGBT purge, and you do not discontinue it on or before [Opt Out Deadline] you will be deemed to have Opted Out of the settlement.

- These rights and options and the deadlines to exercise them are explained in this notice.

#### What This Notice Contains

#### **BASIC INFORMATION**

1. Why did I get this notice?
2. What was the LGBT Purge?
3. What is a class action?
4. What do the lawsuits complain about?
5. Why is there a settlement?

#### **WHO IS INCLUDED IN THE SETTLEMENT?**

6. Who is included in the settlement?
7. What if I am not sure whether I am included in the settlement?

#### **SETTLEMENT BENEFITS?**

8. What does the settlement provide?
9. How will the lawyers be paid?
10. When will I receive my payment?
11. What am I giving up in the settlement?
12. Can I remove myself from the settlement?

#### **HOW TO RECEIVE A PAYMENT?**

13. How can I receive a payment?
14. How will payments be calculated?
15. What if my claim is denied?

#### **THE LAWYERS REPRESENTING YOU**

16. Who are the lawyers for the plaintiffs?

#### **GETTING MORE INFORMATION**

17. How do I get more information?

## BASIC INFORMATION

### 1. Why did I get this notice?

The Federal Court authorized this notice to let you know about a settlement and about all of your options. This notice explains the lawsuit, the settlement, and your legal rights.

### 2. What was the LGBT Purge?

Canada took action against members of the Canadian Armed Forces (the "**CAF**"), members of the Royal Canadian Mounted Police (the "**RCMP**") and employees of the Federal Public Service (the "**FPS**") as defined in this Final Settlement Agreement ("**FSA**"), pursuant to various written policies commencing in or around 1956 in the military and in or around 1955 in the public service, which actions included identifying, investigating, sanctioning, and in some cases, discharging lesbian, gay, bisexual and transgender members of the CAF or the RCMP from the military or police service, or terminating the employment of lesbian, gay, bisexual and transgender employees of the FPS, on the grounds that they were unsuitable for service or employment because of their sexual orientation, gender identity or gender expression (the "**LGBT Purge**").

FPS means the departments, agencies, or organizations whose security screening investigations were conducted pursuant to Cabinet Directives 29 and 35. To view a list of these departments, agencies, and organizations, visit [\[website\]](#).

### 3. What is a class action?

In a class action, one or more people called "**Plaintiffs**" sue on behalf of people who have similar claims. All of these people are called a "**Class**" or "**Class Members**." The court resolves the issues for everyone affected, except for those who exclude themselves from the lawsuits.

The three former members of the military who were affected by the LGBT Purge and who commenced the lawsuits are called the "**Representative Plaintiffs**." In this case, the Representative Plaintiffs are Todd Ross, Martine Roy, and Alida Satalic. The Federal Government of Canada is called "**Canada**". The Representative Plaintiffs may be contacted through counsel for the Class: [\[website\]](#).

### 4. What do the lawsuits complain about?

The lawsuits claim that current and former members of the CAF, RCMP and current and former employees of the FPS were investigated, sanctioned, and in some cases, terminated from employment or discharged from service because of their sexual orientation, gender identity and gender expression.

### 5. Why is there a settlement?

On [xx], the Court approved a settlement between the Representative Plaintiffs and Canada. By agreeing to the settlement, the parties avoid the costs and uncertainty of a trial and delays in obtaining judgment, and Class Members receive the benefits described in this notice and in the agreement. In this case, it also means that the Class Members will not need to testify in court. By settling this class action, the Representative Plaintiffs and Canada have also been able to create broad based reconciliation and memorialization initiatives and provide individual reconciliation and recognition measures to enable change and reconciliation. The court found that the settlement is fair and reasonable and in the best interests of all Class Members.

## **WHO IS INCLUDED IN THE SETTLEMENT?**

### **6. Who is included in the settlement?**

The settlement includes:

All current or former members of the CAF, current or former members of the RCMP, and current or former Employees of the FPS, who were alive as of October 31, 2016 and who faced threat of sanction, were investigated, were sanctioned, or who were discharged or released from the CAF or RCMP or terminated from the FPS, or who resigned from the FPS, in connection with the LGBT Purge, by reason of their sexual orientation, gender identity, or gender expression between December 1, 1955 and June 20, 1996;

The proposed settlement also provides for consideration of applications by those who would otherwise have been class members except where the person (a) was investigated, sanctioned or terminated prior to December 1, 1955; (b) was investigated, sanctioned or terminated under the policies notwithstanding that they were not lesbian, gay, bisexual or transgender; (c) was investigated or sanctioned under the policies prior to June 20, 1996, but who resigned or were discharged after June 20, 1996 because of investigation or sanctions which occurred prior to June 20, 1996; or (d) worked for a federal department or agency that is not recognized in the agreement as forming part of the Federal Public Service. Review the settlement agreement or contact the administrator to learn more about these exceptions.

Family members of individuals who are deceased, but who would otherwise fall within one of the above classes are not Class Members and are not eligible for compensation. They may however, apply for and may be found to be eligible to receive individual recognition measures.

All Class Members except those who validly Opt Out of the settlement or are deemed to have opted out will be bound by the settlement and will be covered by the releases in the settlement.

### **7. What if I am not sure whether I am included in the settlement?**

If you are not sure whether you are included in the settlement, you may call [phone number] with questions or visit [\[website\]](#) or [\[email\]](#).

## SETTLEMENT BENEFITS

### 8. What does the settlement provide?

The settlement provides:

- (a) Broad based reconciliation and memorialization measures to be funded by Canada in an amount not less than \$15 million;
- (b) Individual reconciliation and recognition measures consisting of (i) an award to be created and called the Canada Pride Citation; and (ii) a personal letter of apology; and
- (c) Individual compensation for those who were directly affected by the official policies.

All Class Members are eligible for individual reconciliation and recognition measures.

Only those Class Members who establish that they were investigated, sanctioned, discharged or terminated, are eligible to claim Individual Compensation. The range of Individual Compensation for most class members will be between \$5,000 and \$50,000. Class Members who experienced exceptional harm such as PTSD or who were sexually assaulted may be eligible for additional amounts.

Canada has agreed to pay to the settlement administrator (the "**Administrator**") a minimum of **\$50 million** (the "**Designated Amount**") to make payments to those Class Members who are eligible for compensation, as follows:

	Level	Compensation Amount
1	Investigation and / or sanction – Level 1; or	\$5,000
2	Investigation and / or sanction – Level 2; or	\$20,000
3	Discharge or termination	\$50,000
Plus, if applicable, one of:		
4A.	Exceptional psychological harm; or	Up to \$50,000
4B.	Exceptional harm, including from physical and / or sexual assault	Up to \$100,000

If there is any money remaining from the Designated Amount after the Compensation Amounts are paid, up to \$10 million shall be distributed from the Designated Amount to fund additional Reconciliation and Memorialization Measures (the "**Additional Reconciliation and Memorialization Measures Payment**").

Any further money remaining from the Designated Amount after the Compensation Amounts and the Additional Reconciliation and Memorialization Measures Payment are made will be distributed on a *pro rata* (proportionate) basis to Eligible Class Members to a maximum total payment to all Class Members who are eligible for Individual Compensation Levels 1, 2 and 4 only, (the “**Augmented Compensation Amounts**”) as follows:

	<b>Level</b>	<b>Compensation Amount</b>
1	Investigation and / or sanction – Level 1; or	Up to \$7,500 (up to additional \$2,500)
2	Investigation and / or sanction – Level 2; or	Up to \$25,000 (up to additional \$5,000)
3	Discharge or termination	Up to \$50,000 (no augmented amount)
Plus, if applicable, one of:		
4A.	Exceptional harm; or	Up to \$60,000 (up to additional \$10,000)
4B.	Exceptional harm, including from physical and / or sexual assault	Up to \$125,000 (up to additional \$25,000)

After payment of the Augmented Compensation Amounts, any further residue from the Designated Amount will be applied to additional Reconciliation and Memorialization Measures.

If the Designated Amount is insufficient to pay the Compensation Amounts to Class Members, then the Defendant will pay an amount sufficient to pay the base compensation amounts to each Class member who is found to be eligible for individual compensation (the “**Enhanced Amount**”), up to an additional **\$60 million**.

If the Enhanced Amount is not sufficient to pay the Compensation Amounts to each eligible class member, then all amounts owing to class members, including the Initial Payment, may be divided on a *pro rata* (proportionate) basis among these Class Members so that the total payments do not exceed **\$110 million**.

More details are in a document called the Settlement Agreement, which is available at [\[website\]](#).

## 9. How will the lawyers be paid?



The court approved a payment to Class Counsel in the amount of \$15 million inclusive, plus applicable tax. You do not need to pay Class Counsel any money.

#### **10. When will I receive my payment?**

All Class Members who are found to be eligible for Individual Compensation will receive \$5,000 (the “Initial Payment”) as soon as reasonably possible following verification that they will qualify for compensation in one of Levels 1, 2 or 3 in the grid above. Should the Administrator find that a class member is eligible for compensation pursuant to Levels 1 (if applicable), 2, 3 or 4, the amount already paid by way of the \$5,000 initial payment will be deducted from the total amounts assessed as payable to that eligible Class Member, resulting in the additional payment to be paid through a final distribution.

If at any time after the claims period begins, it appears that the total amounts assessed for initial payments will exceed \$110 million, the Administrator will suspend these payments until the claims period ends. If at the end of the claims period, the total amounts assessed for initial payments exceed \$110 million, the initial payments that have not yet been paid will be prorated and no additional payments will be paid to Eligible Class Members.

#### **11. What am I giving up in the settlement?**

If you do not opt out of the settlement, you will give up your right to sue Canada for the claims being resolved by this settlement. You will be “releasing” Canada, which means you cannot sue Canada for anything at all related to the LGBT Purge. The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions, you can talk to the law firms listed in Question 16 or you can, of course, talk to your own lawyer if you have questions about what this means.

#### **12. Can I remove myself from the settlement?**

Yes. If you do not wish to be a part of the class action you must “Opt Out” by [opt out deadline]. Opting out means you will not be bound by any order made in this class action and will not be eligible for compensation. You will be able to hire and pay for your own lawyer and commence your own lawsuit. If you want to commence your own lawsuit, you must Opt Out. If you Opt Out, you must abide by all applicable limitation periods and should consult a lawyer.

If you have commenced a legal proceeding against Canada relating to the LGBT purge, and you do not discontinue it on or before the [Opt Out Deadline], you will be deemed to have Opted Out of the settlement.

To opt out of the settlement, you must submit an Opt Out Form to the Claims Administrator. A copy of the Opt Out Form is available at [website].

### **HOW TO RECEIVE A PAYMENT**

#### **13. How can I receive a payment?**

To ask for a payment you will need to complete and submit a Claim Form. All Claim Forms will be assessed by the Claims Administrator and, for level 4 claims, a Claims Assessor. Eligible Class Members will not need to testify in court.

Claim forms are available at [\[website\]](#) or by calling [\[phone number\]](#).

#### **14. How will payments be calculated?**

The Claims Administrator will review your Claim Form and determine if you qualify for a payment. If you do, the Claims Administrator will determine the amount of your payment based on the process described in Question 8.

#### **15. What if my claim is denied?**

If your claim is denied, you will receive a notice of the decision. In certain circumstances, you may request a reconsideration of your claim.

### **THE LAWYERS REPRESENTING YOU**

#### **16. Who are the lawyers for the Plaintiffs?**

The lawyers for the Plaintiffs are:

- Cambridge LLP of Toronto, Ontario;
- IMK LLP of Montreal, Quebec;
- Koskie Minsky LLP of Toronto, Ontario; and
- McKiggan Hebert LLP of Halifax, Nova Scotia.

These lawyers will help you prepare your Claim Form at no cost to you.

If you want to be represented by or receive advice from another lawyer, you may hire one at your own expense.

### **GETTING MORE INFORMATION**

#### **17. How do I get more information?**

This notice summarizes the settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at [\[website\]](#). You can send your questions to **LGBT Class Action**, c/o [\[address\]](#) or by email at [\[email\]](#). You may also call the toll free number [\[phone number\]](#).

## PRESS RELEASE

**LGBT PURGE CLASS ACTION SETTLEMENT APPROVED BY  
THE COURT**

[Date] – The Federal Court has approved a class action settlement between the Federal Government of Canada and certain former members of the Canadian Armed Forces ("CAF"), RCMP and employees of the Federal Public Service ("FPS") who were directly affected by the LGBT Purge in the CAF, RCMP and FPS. Your legal rights are affected even if you do nothing. Please read this notice carefully.

The "**LGBT Purge**" refers to actions taken to identify, investigate, sanction, and in some cases, terminate the employment of, or discharge LGBTQ2SI members of the CAF, RCMP and FPS.

The Federal Court has approved a settlement between the Representative Plaintiffs and Canada. By agreeing to the settlement, the parties avoid the costs and uncertainty of a trial and delays in obtaining judgment, and certain individuals who were directly affected by the official policies of the CAF, RCMP and Federal Public Service may receive the benefits described in the settlement agreement. By settling this class action, the Representative Plaintiffs and Canada have reached an agreement that will provide for individual reconciliation and recognition measures consisting of an award to be created to be called the Canada Pride Citation and a personal letter of apology in addition to broad based reconciliation and memorialization measures.

**YOUR LEGAL RIGHTS AND OPTIONS FOR THIS SETTLEMENT**

**MAKE A CLAIM:** You may make a claim for money and/or for individual reconciliation and recognition measures. To do so, you must complete a Claim Form and send it to the Claims Administrator by [claims deadline]. A copy of the Claim Form is available at [website].

**OPT OUT:** If you do not want to be bound by the settlement, you must opt out of the class action by [Opt Out Deadline]. If you opt out, you will not be entitled to any benefits or compensation for the settlement, and your claim against Canada in respect of the LGBT Purge will not be released. To opt out of the settlement, you must submit an Opt Out Form to the Claims Administrator. A copy of the Opt Out Form is available at [website].

These rights and options and the deadlines to exercise them and more information about the settlement are explained in a notice available at [website].

More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at [website]. You can send your questions to **LGBT Purge Class Action**,

c/o [address] or by email at [email]. You may also call the toll free number [phone number].

This notice was approved by the Federal Court.

**GOOGLE/FACEBOOK NOTICE**

LGBT Purge Settlement [hyperlinked to website]

[email] [phone number]

Were you directly affected by the LGBT Purge? If so, a settlement may affect your rights.

# SCHEDULE "J"

## OPT OUT FORM

### OPT OUT FORM – EXCLUSION FROM RECEIVING MONEY

To: **LGBT PURGE Class Action Administrator**  
[address]

This is **NOT** a claim form. If you submit this form, you will not receive any money or benefits from the LGBT Purge settlement.

I understand that by opting out of this class proceeding, I am confirming that I do not wish to participate in this class action. I understand this means I will not receive any money or benefits from the settlement.

I confirm that by signing this form, and answering "yes" the below box, I am forever waiving my right to any money or benefits in this settlement for the harm caused to me by the LGBT Purge.

I decline payment and benefits from the settlement for the harm caused to be by the LGBT Purge.

\_\_\_\_\_  
[Yes or No]

To opt out, this coupon must be properly completed and received at the above-address no later than [Opt Out deadline]

I understand that any lawsuit I have against Canada for the LGBT Purge must be commenced within a specified time period or it might be legally barred. I understand that the time period will resume running against me if I opt out of this class proceeding. I understand that by opting out, I take full responsibility for the resumption of the running of any relevant time periods and for taking all necessary legal steps to protect any claim I may have.

Date: \_\_\_\_\_

Name of Class  
Member: \_\_\_\_\_

Signature of Class  
Member: \_\_\_\_\_

Name of Witness: \_\_\_\_\_

Signature of  
Witness: \_\_\_\_\_

If Class Member is  
Deceased or \_\_\_\_\_

If Class Member is  
Deceased or  
Disabled, \_\_\_\_\_



Disabled, Name of  
Estate Administrator  
or Guardian of  
Property:

Signature of  
Estate  
Administrator or  
Guardian of  
Property

Telephone Number:

**If the class member is deceased or disabled, you must enclose a copy of the document appointing you as guardian of property or estate administrator.**



## SCHEDULE "K"

### CONSULTATIONS

Pursuant to Section 5.03 of the Final Settlement Agreement ("FSA"), the Canadian Armed Forces ("CAF"), the Royal Canadian Mounted Police ("RCMP") and the Canada School of Public Service ("CSPS") will consult with a non-governmental organization subject matter expert ("SME") to be selected by the Reconciliation and Memorialization Measures Panel ("RMM Panel") on ways to improve existing training on LGBTQ2 inclusion in the workplace. In addition, the LGBTQ2 Secretariat, Privy Council Office ("PCO"), will consult with the SME, regarding ways to enhance LGBTQ2 inclusion in the Federal workplace.

This document sets out a proposed consultation schedule. Should circumstances require it, the process, schedule or representatives may be amended or changed by the identified organizations with notice to the RMM Panel to address challenges and facilitate the objective of the consultations.

#### 1. Lead Representatives

The lead representatives in respect of the consultations will be:

a) **CAF**

Colonel Francois Bariteau  
Director General Military Personnel  
[Francois.bariteau@forces.gc.ca](mailto:Francois.bariteau@forces.gc.ca)  
613-901-8944

Lieutenant-Colonel Nathalie Boisvert  
Director Human Rights and Diversity  
[Nathalie.Boisvert@forces.gc.ca](mailto:Nathalie.Boisvert@forces.gc.ca)  
613-901-9029

b) **CSPS**

Nathalie Laviades-Jodouin  
Director General, Foundational and Specialized Learning  
[nathalie.laviades-jodouin@canada.ca](mailto:nathalie.laviades-jodouin@canada.ca)  
819-956-5585



- c) **RCMP**  
Janet Henstock  
National Manager, Diversity and Employment Equity  
[janet.henstock@rcmp-grc.gc.ca](mailto:janet.henstock@rcmp-grc.gc.ca)  
613-843-6404
- d) **LGBTQ2 Secretariat, PCO**  
Samantha McDonald  
Executive Director, LGBTQ2 Secretariat  
[samantha.mcdonald@pco-bcp.gc.ca](mailto:samantha.mcdonald@pco-bcp.gc.ca)  
613-943-5567
- e) **SME**  
To be determined by the RMM Panel

## **2. Appointment and funding of SME by RMM Panel**

Upon establishment, or as soon as possible thereafter, the RMM Panel will select an SME to engage in the consultations for the fulfillment of the consultation commitments in section 4.03 of the FSA. Pursuant to sections 4.01 and 4.03 of the FSA, the reasonable costs of the SME will be approved by the RMM Panel and will be paid from the RMM Fund.

## **3. Training Consultations**

It is proposed that the LGBTQ2 Training Consultations between the CAF, CSPA and RCMP with the SME involve three phases: Phase I Needs Assessment, Phase II Development, and Phase III Finalization.

### **Phase I – Needs Assessment**

- a) During the period July 15, 2018 to September 30, 2018, the parties will hold 1 or 2 formal meetings of representatives. Additional separate meetings between the SME and lead representatives of specific organizations may be held as required;
- b) CAF, CSPA and RCMP will share information concerning existing diversity training content with SME, and assist SME with understanding these organizations and their structure and processes;
- c) SME will share subject matter expertise and types of program development, advice and input that can be provided;
- d) All parties will brainstorm on methods to develop and improve CAF, CSPA and RCMP LGBTQ2 inclusion related training;

- e) All parties to agree on meeting dates for Phase II and III;
- f) SME to provide an estimate of its reasonable costs and submit to RMM Panel for consideration and approval.

#### **Phase II – Development**

- a) During the period October 1, 2018–December 31, 2018, the parties will hold 1 or 2 formal meetings of representatives to discuss possible areas for improvement suggested by SME. Further communications or meetings may be scheduled on consent;
- b) SME to develop and provide proposals and content for training and provide advice regarding the integration of proposed input or material into CAF, CSPA and RCMP training programs;
- c) Upon receipt of a draft report outlining proposals and content, CAF, CSPA and RCMP will have an opportunity to provide comments and suggestions to ensure the recommendations reflect and take into account existing programs and training, which the SME will consider and integrate as appropriate;
- d) If necessary, SME will update the estimate of its reasonable costs and submit to RMM Panel for consideration and approval.

#### **Phase III – Finalization**

- a) During the period between January 1, 2018 and March 31, 2019, SME, in consultation with CAF, CSPA, and RCMP, will finalize its recommendations and proposals for training improvement initiatives;
- b) SME to submit its report summarizing proposals and recommendations to CAF, CSPA and RCMP, a copy of which will be submitted to RMM Panel;
- c) SME to submit final invoice for its reasonable costs of consultation to RMM Panel for consideration and approval.

#### **4. LGBTQ2 Inclusion in Federal Workplace Consultations**

LGBTQ2 Secretariat will consult with the SME, with the objective of exploring new ideas for promoting LGBTQ2 diversity and inclusion within the federal workplace. The SME will provide best-practices and innovative ideas for promoting LGBTQ2 diversity and inclusion, including a review of best-practices in government contexts and non-governmental organizations.

**Consultation Process**

- a) During the period from July 15, 2018, to September 30, 2018, a meeting will be held between the SME and representatives of PCO to discuss the types of advice and input that the SME could provide;
- b) PCO will facilitate meetings of the SME and relevant Departments, such as Treasury Board Secretariat, to gain information on existing diversity and inclusion approaches;
- c) During the period between September 30, 2018 and March 31, 2019, further communications and meetings will be held as required. During this time:
  - i. SME will develop and provide a review of best-practices and innovative ideas for promoting LGBTQ2 inclusion in the federal workplaces;
  - ii. PCO will have an opportunity to provide comments and suggestions to ensure the recommendations reflect and take into account existing initiatives, which the SME will consider and integrate as appropriate;
- d) SME to submit a report summarizing proposals and recommendations to PCO, a copy of which will be provided to RMM Panel;
- e) SME to submit final invoice for its reasonable costs of consultation to RMM Panel for consideration and approval.

## SCHEDULE "L"

### RECORDS – HISTORICAL DOCUMENTATION RELATING TO GOVERNMENT POLICIES

1. Canada has undertaken a research project (the "Research Project") to locate Canada's official, non-personal, records of the LGBT Purge within the documents held by Library and Archives Canada ("LAC"). Upon completion of the Research Project, Canada will make available the results of the Research Project by providing digital copies of the research results to counsel for the plaintiffs. Canada has searched likely sources of documentation, but does not warrant that the Research Project will identify, access and/or release all of Canada's documents relating to the LGBT Purge. Beyond the Research Project, and subject to the provisions of this FSA, Canada does not assume any further obligation to conduct research to locate non-personal records relating to the LGBT Purge.
2. Notwithstanding any other provision of this FSA, any and all releases of the results of the Research Project and other documentation in the custody of Canada will be made subject to the provisions of any applicable legislation, including, but not limited to, the provisions of the *Privacy Act* and the *Access to Information Act*.
3. Subject to the provisions of this FSA relating to RMM, and subject to the limits of the funding allocated for such measures, the RMM Panel may, in its discretion, do one or more of the following:
  - a) Create a committee of experts which will work, under the direction of the RMM Panel, to better ensure that any memorialization projects authorized by the RMM Panel will tell the story of the LGBT Purge fully and fairly based on official records of the purge. The committee of experts will be composed of equal representation from Government of Canada and plaintiff nominees. The committee will provide advice only, and will not have any authority to make decisions binding on any party or on the RMM Panel.
  - b) Authorize the retainer and payment, through funding to be kept within the Government of Canada, for the services of LAC to make the results of the Research Project accessible to the public in electronic form, and to facilitate



access by creating an online Research Guide, upon acceptance of a proposal and costed workplan prepared by LAC and acceptable to both the RMM Panel and to LAC. Any such services provided by LAC may be provided solely by LAC, or in partnership with another entity or individual.

c) Authorize the retainer and payment for the services of a private or Non-Governmental entity or private individual to host the results of the Research Project and/or to conduct further research.

d) Authorize the retainer and payment for the services of the Canadian Museum for Human Rights (CMHR) to curate, design, implement and host an on-line exhibit or exhibition memorializing the LGBT Purge, subject to acceptance of a proposal and costed workplan prepared by the CMHR and acceptable to both the RMM Panel and to the CMHR.

e) Authorize the retainer and payment, through funding to be kept within the Government of Canada, for the services of LAC to design and implement a project to create a dedicated unit of Access to Information and Privacy reviewers with a view to expediting the review of documentation relating to the LGBT Purge, which could include the results of the Research Project, pursuant to applicable legislation. Such a retainer and payment would only be made upon acceptance of a proposal and costed work plan prepared by LAC and acceptable to both the RMM Panel and to LAC, and would have a specified time frame and maximum output.



## SCHEDULE "M"

### TERMS OF REFERENCE (DRAFT)

#### CANADA PRIDE CITATION

#### INTERPRETATION

*Class Member* means a person who is determined by the **Administrator** to fall into the final approved class definition.

*Design Committee* means a committee consisting of the following members:

- |  |   |
|--|---|
| (a) a representative of the Privy Council Office, who will be the chairperson of the committee | Samantha McDonald, Executive Director, LGBTQ2 Secretariat, Privy Council Office                               |
| (b) 2 class members  | Martine Roy and Todd Ross   |
| (c) 1 class counsel  | John McKiggan   |
| (d) Five departmental representatives:   |   |
| Treasury Board Secretariat   | Christiane Gagné, Senior Analyst, Governance, Planning and Policy, Office of the Chief Human Resource Officer |
| Canadian Armed Forces  | Lieutenant Colonel Carl Gauthier, Canadian Armed Forces   |
| Royal Canadian Mounted Police  | Kerry Petryshyn, Director, Professional Ethics Office, RCMP   |
| Department of Justice  | Christine Mohr, Senior General Counsel, Department of Justice   |
| Other departmental representative*   | TBD   |

\*A representative from the GG Honours Directorate will participate in meetings as necessary and appropriate

*Designated Departmental Representatives* means **[TBD list of Awards & Recognition Offices within various government departments.]**



## ELIGIBILITY CRITERIA

1. The Canada Pride Citation may be awarded to any person who is found by the **Administrator** to be a Class Member, and to any person that the Administrator determines would have been a Class Member but for the fact that the person died prior to October 31, 2016.

## DESCRIPTION & AWARD

2. Awards of the Canada Pride Citation will be made by Certificate of Award signed by the Chief of the Defence Staff, the Commissioner of the RCMP, or the Clerk of the Privy Council.

3. The Canada Pride Citation is composed of a Certificate of Award, a Lapel Pin, and an Insignia.

## CERTIFICATE

4. The Certificate of Award will be inscribed with the recipient's full name and, if applicable, their current rank or rank held upon release and will contain the signature of the Chief of the Defence Staff, the Commissioner of the RCMP, or the Clerk of the Privy Council. The design of the Certificate of Award referred to in section 3 must be approved by the Design Committee as well as the Chief of the Defence Staff, the Commissioner of the RCMP, and the Clerk of the Privy Council (or delegate(s)). Once approved, a template of the Certificate of Award will be appended to these Terms of Reference as Annex A.

## INSIGNIA

5. The design of the Insignia referred to in section 3 must be approved by the Design Committee as well as the Chief of the Defence Staff, the Commissioner of the RCMP, and the Clerk of the Privy Council (or delegate(s)). Once approved, a description of the Insignia will be appended to these Terms of Reference as Annex B.

6. When worn on civilian clothing, the Insignia referred to in section 3 should be worn on occasions when the wearing of full-size or miniature honours is appropriate. The Insignia should be worn on the left breast. If the Insignia is being worn on civilian clothing with a pleated left breast pocket, it should be worn centered on the pocket pleat. If any orders, decorations, and medals are also being worn, the Insignia referred to in section 3 must be worn, centered and horizontal, half an inch below the orders, decorations, and medals.

7. The Insignia referred to in section 3 may not be worn on a uniform unless its wear is authorized by the policies or regulations that govern the wear of insignia on the uniform in question. (E.g. for Canadian Armed Forces members, "A-DH-265-000/AG-001, Canadian Armed Forces Dress Instructions"). If the Insignia is worn on a uniform on which its wear has been authorized, it must be worn in accordance with the policies or regulations that govern the wear of insignia on the uniform in question.

## LAPEL PIN

8. The design of the Lapel Pin referred to in section 3 must be approved by the Design Committee as well as the Chief of the Defence Staff, the Commissioner of the RCMP, and the Clerk of the Privy Council (or delegate(s)). Once approved, a description of the Lapel Pin will be appended to these Terms of Reference as Annex C.

9. The Lapel Pin referred to in section 3 may be worn daily on civilian clothing on occasions when the wearing of full-size or miniature honours insignia is not appropriate. It should be worn on the left lapel if worn on a jacket, or in a similar position on other clothing.

## APPLICATIONS

10. To apply to receive the Canada Pride Citation, Class Members must complete **[section TBD]** of the **Individual Application Form**. Applications on behalf of persons who are deceased may be made by the executor or administrator of the deceased person's estate or, in the absence of an executor or administrator, by a close family member or friend of the deceased person.

11. Class Members and anyone applying on behalf of a deceased person must apply to receive the Canada Pride Citation before the **Individual Application Deadline** unless they have been authorized to submit a claim to the **Administrator** after this deadline.

12. The **Administrator** will:

- (a) consider applications under sections 10 and 11 for the award of the Canada Pride Citation;
- (b) determine whether applicants are eligible to be awarded a Canada Pride Citation;
- (c) prepare Certificates of Award for all eligible applicants and have the Certificates of Award signed by the Chief of the Defence Staff, the Commissioner of the RCMP, or the Clerk of the Privy Council (or delegate(s));
- (d) mail Canada Pride Citations to those eligible applicants who elected to receive the Canada Pride Citation via mail; and

- (e) on a monthly basis, compile and deliver Canada Pride Citations to Designated Departmental Representatives, for presentation to those eligible applicants who elected to receive the Canada Pride Citation via presentation ceremony.

## REPLACEMENTS

13. Recipients of the Canada Pride Citation whose Certificates of Award, Insignia or Lapel Pins have been damaged or lost may obtain replacements for as long as supplies last by completing the form included in Annex D and submitting it to the **Administrator** as indicated in Annex D. A money order made out to the **Administrator**, covering the cost of the replacement as indicated in Annex D, must accompany the form.

## PRESENTATION CEREMONIES

14. Upon the **Administrator's** determination that an applicant is eligible to receive the Canada Pride Citation, the Designated Departmental Representative from the applicant's current or former department will arrange for, and invite the applicant to, a presentation ceremony if the applicant elected to receive the Canada Pride Citation via presentation ceremony.

## **DESIGN PLAN**

### **Canada Pride Citation Design Plan**

#### **Establishment of Design Committee**

1. Upon approval of the Terms of Reference of the Canada Pride Citation (TOR), which will take place as soon as practical after the execution of the Final Settlement Agreement, the Design Committee established under the TOR will be struck.
2. All Design Committee members identified in the TOR will identify themselves to the Chairperson of the Design Committee no later than **[TBD date]**.

#### **Approval of Design of Award**

3. The Design Committee will be responsible for developing the design of the lapel pin, insignia and Certificate for the approval of the Chief of Defence Staff, the Commissioner of the RCMP, and the Clerk of the Privy Council (or delegate(s)). Final authority for the design lies with the Chief of Defence Staff, the Commissioner of the RCMP, and the Clerk of the Privy Council (or delegate(s)).

#### **The Certificate of Award**

4. The Design Committee will design the Certificate of Award independently, making use of authorized Canadian Heraldic Authority (CHA) artwork, if desired.

#### **The Insignia & the Lapel Pin – Consultation Process**

5. If the CHA is commissioned to design the Insignia and the Lapel Pin, the design process will proceed as follows:
  - (a) Initial meeting between the CHA and the Design Committee to discuss possible design themes for the Insignia and the Lapel Pin.
  - (b) One or more consultation meeting(s) between the CHA and the Design Committee to develop the proposed design concept for the Insignia and the Lapel Pin.

6. Presentation by the CHA of the Preliminary Art for the Insignia and the Lapel Pin for the Design Committee's approval.
7. Approval by the Chief of the Defence Staff, the Commissioner of the RCMP, and the Clerk of the Privy Council (or delegate(s)) of the Preliminary Art for the Insignia and the Lapel Pin.
8. Hiring of graphic designer to vectorize the Preliminary Art, i.e. produce a technical drawing for use by the manufacturer in production of the Insignia and the Lapel Pins.
9. CHA issues Letters Patent containing the Final Art for the Insignia and the Lapel Pin and records the Final Art in the Public Register of Arms, Flags and Badges of Canada.

### **Production**

10. Once the design has been vectorized by the graphic designer, a Design Committee member who is a representative of the Government of Canada Department to which the Final Art for the Insignia and the Lapel Pin has been granted will obtain quotes and a contract will be put into place for the production of the Insignia and the Lapel Pins.
11. The Design Committee will be responsible for approving the quality of the Insignia and the Lapel Pins produced by the selected manufacturer.

## SCHEDULE "N"

## TEXT OF FILE NOTATION



Department of National Defence and  
Canadian Armed Forces  
Canada

Ministère de la défense nationale et les forces  
armées canadiennes  
Canada

[date]

[Identification] 1234567  
Number:

**Re: NOTE TO PERSONNEL FILE REGARDING UNJUST TREATMENT UNDER  
CFAO 19-20 AND ITS PREDECESSORS**

On 28 November, 2017, the Prime Minister of Canada, the Right Honourable Justin Trudeau, P.C., M.P., delivered a formal apology in the House of Commons to individuals who suffered as a result of historical, officially sanctioned policies of the Canadian Armed Forces (CAF), RCMP and the core departments and agencies of the Federal Public Service (FPS), that targeted members and employees of those organizations who were lesbian, gay, bisexual or transgender.

Those historical policies included CFAO 19-20 or its predecessors which were in force between 1961 and 1992 and required the discharge of any member or employee who was lesbian, gay, bisexual or transgender. These policies led to the investigation and discharge of members of the military and employees who would otherwise have served with honour. The Government has recognized that CFAO 19-20 and its predecessors were wrong and are inconsistent with the values that are now embodied in the Quebec and Canadian *Charter of Rights and Freedoms* and the *Canadian Human Rights Act*.

The purpose of this note is to make clear that the CAF recognizes that any notations in this file based on such policies are no longer considered appropriate.







[date]

[Identification]  
Number:

1234567

**Re: NOTE TO PERSONNEL FILE REGARDING UNJUST TREATMENT UNDER CD 29 and CD 35**

On 28 November, 2017, Prime Minister, Justin Trudeau, delivered a formal apology in the House of Commons to individuals who suffered as a result of historical, officially sanctioned policies of the Canadian Armed Forces (CAF), RCMP and the core departments and agencies of the Federal Public Service (FPS), that targeted members and employees of those organizations who were lesbian, gay, bisexual or transgender.

Those historical policies included Cabinet Directive 29 (CD 29) and Cabinet Directive 35 (CD 35) which called into question the reliability of any member or employee who was lesbian, gay, bisexual or transgender. These policies led to the investigation and discharge of members and employees who would otherwise have served with honour. The Government has recognized that CD 29 and CD 35 were wrong and are inconsistent with the values that are now embodied in the Quebec and Canadian *Charter of Rights and Freedoms* and the *Canadian Human Rights Act*.

The purpose of this note is to make clear that the RCMP recognizes that any notations in this file based on such policies are no longer considered appropriate.



Government of Canada

Gouvernement du Canada

[date]

[Identification]  
Number:

1234567

**Re: NOTE TO PERSONNEL FILE REGARDING UNJUST TREATMENT UNDER CD  
29 and CD 35**

On 28 November, 2017, Prime Minister, Justin Trudeau, delivered a formal apology in the House of Commons to individuals who suffered as a result of historical, officially sanctioned policies of the Canadian Armed Forces (CAF), RCMP and the core departments and agencies of the Federal Public Service (FPS), that targeted members and employees of those organizations who were lesbian, gay, bisexual or transgender.

Those historical policies included Cabinet Directive 29 (CD 29) and Cabinet Directive 35 (CD 35) which called into question the reliability of any employee who was lesbian, gay, bisexual or transgender. These policies led to the investigation and discharge of employees who would otherwise have served with honour. The Government has recognized that CD 29 and CD 35 were wrong and are inconsistent with the values that are now embodied in the Quebec and Canadian *Charter of Rights and Freedoms* and the *Canadian Human Rights Act*.

The purpose of this note is to make clear that the Government of Canada recognizes that any notations in this file based on such policies are no longer considered appropriate.

## **Schedule "O"**

### **Claims Process<sup>1</sup> - Administration and Assessment**

#### **I. General Principles**

1. The claims process is intended to be expeditious and cost effective, and to minimize the burden on Class Members making claims for Individual Benefits ("**Claimants**").
2. The Administrator shall, in the absence of evidence or clear indications to the contrary, presume the Class Members to be acting honestly and in good faith with respect to information provided on the Individual Application Form (**Schedule "E"**) and supporting documentation in their possession or control, if any (the "**Claim**").
3. Where an Individual Application contains minor omissions or errors, the Administrator shall correct such omissions or errors if the information necessary to correct the error or omission is readily available to the Administrator.
4. The claims process is not meant to be adversarial. It aims to provide just compensation for meritorious claims and at the same time ensure that Claims are properly, fairly and expeditiously assessed on the basis of adequate and sufficient validation, wherever possible.
5. The claims process is also intended to prevent fraud and abuse. Where the Administrator has evidence of fraud or intentional errors or omissions that would materially affect the compensation to be awarded to the Claimant, the Administrator may disallow the Claim in its entirety.

#### **II. Claims Submission**

6. Every Claimant shall submit a Claim by the Individual Application Deadline, [i.e. a date to be specified that is 6 months after the Implementation Date].
7. Notwithstanding the above, where the Administrator is satisfied that the Claimant is a person under disability or was delayed from delivering an Individual Application on or before the Individual Application Deadline by reason of undue hardship or exceptional circumstances, the Administrator

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<sup>1</sup> Capitalized terms not defined in this Schedule have the meaning set forth in the Section One of the Final Settlement Agreement.

shall consider an Individual Application received up to 60 days after the Individual Application Deadline.

8. No person may submit more than one Individual Application on one Claimant's behalf.
9. In the Individual Application setting out in detail the complaint, a Claimant will self-identify by name (current name and at time of service, if different), date of birth, social insurance number, service number (CAF Members), Government department(s) and time period(s) that they were employed, and personal record identifier (PRI) where available; provide particulars of the LGBT-Purge-related event(s) complained of (including details of the events, actors, location and time frame/dates); will indicate which level of compensation they are seeking; and will indicate if they have received a payment of damages or other compensation through a judgment, award or settlement in respect of LGBT purge or harms arising therefrom.
10. A Claimant seeking compensation under Level 4A or 4B will also indicate whether the Claimant has been paid and/or has made a prior claim or Veterans Affairs Canada (VAC) application that is pending or was otherwise resolved in respect of the same events and injuries as claimed in the Individual Application (as well as the date and amounts of the payment, benefit or award received or to be received).
11. A Claimant seeking compensation under Level 4A or 4B will also identify the injury caused to the extent possible, including any supporting documentation.
12. Claimants shall be encouraged to provide all relevant documentation in their possession or control with their Individual Application, in order that the Administrator or Assessor may decide their claims as expeditiously as possible.
13. Claimants are not required to file an Access to Information and Privacy (ATIP) request under the federal *Access to Information Act* or the *Privacy Act* in order to file a Claim. For greater certainty, nothing precludes the Administrator from relying solely on the attestation of the Claimant in determining whether the Claimant meets the criteria in **Schedule "P"**.
14. Claimants will be required to provide written consent to the release of documents in the possession of the Government of Canada to the Administrator and to the Assessor for the purposes of claims verification. For Claimants seeking compensation under Level 4A or 4B the Administrator and Assessor may verify whether Claimants have been paid and/or have made a prior claim or a VAC application that is pending or

was otherwise resolved in respect of the same events and injuries as claimed in the Individual Application.

15. Relevant documentation and information may include reports of LGBT-Purge-related events prepared by the Claimant at the time of the events, and related outcomes; evidence of injuries sustained as a result of the LGBT-Purge (including but not limited to medical records concerning physical and psychological harm or injury); the Claimant's personnel file or other service or employment records, medical files; or military police files and any claim, complaint or grievance filed in relation to the same events and injuries as claimed in the individual Application.
16. Claimants seeking individual compensation or an Individual Reconciliation Measure shall make an oath or solemn affirmation and certify in writing that the information provided in the Individual Application is true to the best of their knowledge, and that they have to the best of their knowledge provided all relevant documents in their control or possession with respect to the Claim. For greater certainty, the oath or solemn affirmation does not need to be sworn by a commissioner of oaths or witnessed by anyone.
17. The Administrator or Assessor shall determine the Claims in accordance with the Final Settlement Agreement ("**FSA**"), including the Schedules.

### **III. Administrator's Verification and Claims Analysis Process**

18. Within 15 days of receiving a complete Claim, the Administrator shall complete an initial verification (the "**Initial Verification**") to verify:
  - (a) the identity of the Claimant, which verification may include a request for the production of government-issued photo identification establishing the Claimant's identity, or a photocopy thereof;
  - (b) that the information provided in the Individual Application Form is complete;
  - (c) whether the Claim should be referred to the Exceptions Committee;
  - (d) for a Claimant claiming as a Class Member, that the Claimant has not opted out of the settlement, or that they are not deemed to have opted out by operation of rule 334.21(2) of the *Federal Courts Rules* for failing to discontinue any proceeding raising the same issues; and
  - (e) for a Claimant claiming on behalf of a Class Member or a Class Member's estate, that the Claimant has authority to act on behalf of the Class Member or the Class Member's estate and that no opt-out

was submitted for that Class Member, or that Class Member is not deemed to have opted-out pursuant to rule 334.21(2).

19. Upon completing the Initial Verification, the Administrator shall give access to the Claim and any supporting documentation to Canada, in the manner and form agreed by Her counsel and Class Counsel, if the Individual Application indicates that Class Counsel assisted the Claimant in submitting the claim, through the secure platform or website to be created. The Administrator will provide access to Claims and supporting documents to Canada on a rolling basis, not to exceed 200 Claims per week.
20. Within 60 days after receiving access to a claim, and subject to the deadline extension clause below, Canada will provide its response to the Administrator by indicating that:
  - (a) It confirms that the claim is probable;
  - (b) It has not found any reason to believe that the claim is not probable;
  - (c) It is unable to confirm that the claim is probable, in which case Canada will provide the Administrator with the following documents with its response:

Military members –

- i. the military police investigation file, where available; and
- ii. those portions of the member's personnel and medical files that may contain information relevant to the particular claims raised, where available;

RCMP members –

- i. the departmental security screening file, where available; and
- ii. the portions of the member's personnel and medical files, that may contain information relevant to the particular claims raised, where available;

FPS Employees –

- i. the departmental security screening file, where available; and
- ii. the portions that may contain information relevant to the particular employee's personnel file, where available.

21. When it provides a response under paragraph 20 Canada shall make the following documents available to the Administrator:
- (a) In the case of Claimants who served or are currently serving in the CAF, Canada will provide each member's Publish and Subscribe Service – Verification of Former Service (PASS-VFS) report, where readily available;
  - (b) In the case of current or former members of the RCMP, Canada will provide a print out of each members' Human Resource Management Information System – (HRMIS) report;
  - (c) In the case of current or former members of the FPS, Canada will provide relevant information from the Incumbent File database, where available.
22. Information or documents provided by Canada may include additional documents, including those related to prior claims, settlements, judgments or benefits received.
23. Canada's inability to confirm that a claim is probable is not to be construed as an objection to a claim, and the Administrator shall make its own findings and determinations as to probability.
24. The parties recognize that, despite their common intention that the process move expeditiously, records pertaining to Federal Public Service ("FPS") employees may be more difficult to locate due to a lack of centralized record-keeping and certain records pertaining to CAF or RCMP members may require more time to locate. In either event, should Canada need additional time to prepare its response, or to produce the records in 20(c), upon written notice to the Administrator, Canada may extend the time required to respond to any Claims for an additional 60 days.
25. Any other extensions with respect to the claim of a Class Member, whether FPS employee, RCMP member or CAF member, including the time limit for Canada's response, are within the sole discretion of the Administrator and may in no case exceed 30 days.
26. The Claimant, and Class Counsel, if the Individual Application indicates that Class Counsel assisted the Claimant in submitting the claim, shall be notified by the Administrator or through the platform of any extension obtained pursuant to paragraphs 24 or 25 by Canada.

#### **IV. Administrator's Decision**



27. Within 90 days of receiving Canada's response and records if any, the Administrator will review the Claim and information available, and shall render a decision on eligibility and level of compensation. In particular, the Administrator will render a decision as to:
  - (a) whether the Claimant has a probable claim for Individual Compensation and, if so, the Level of compensation to be paid; and
  - (b) whether the Claimant has a probable claim for Individual Reconciliation Measures and, if so, which one(s).
28. In assessing Individual Applications, the Administrator must determine the following:
  - (a) that the Claimant served with the CAF or RCMP, or was employed by the relevant department or agency named by the Claimant at the time of the alleged incidents, and that the events forming the basis of the claims occurred during the Class Period;
  - (b) in the case of current or former members of the FPS, that the department or agency is listed in **Schedule "D"** to the Final Settlement Agreement; and
  - (c) that the Claimant claims to have been directly affected by reason of their sexual orientation, gender identity, or gender expression.
29. If the Claimant is determined to fall outside the class on the basis of 28(a)-(c), the Administrator may refer the Claimant's Application to the Exceptions Committee if the Administrator is of the view that the Application may fall into one of the exceptions described in Sections 4.03 or 4.04 of the FSA.
30. Once the Administrator has determined that the Claimant meets 28(a)-(c), or the Exceptions Committee has referred the Claim to the Administrator for determination, it will then:
  - (a) Review the totality of the relevant evidence to determine if it is probable that the relevant incidents or events described in the Claim occurred;
  - (b) If the incidents or events described are found to have occurred, to assess whether such events fell within Levels 1, 2 or 3 as described in **Schedule "P"**; and

- (c) Determine whether the amount of compensation ought to be reduced or negated pursuant to Section 9 of the FSA.
31. For greater certainty, in order to conclude that the Claimant has a probable claim, the Administrator must conclude that, on the basis of the information and records submitted by the Claimant, and provided by Canada, that it is more likely than not that the incidents and events occurred. In other words, the standard of proof to be applied is a balance of probabilities.
  32. To determine whether a class member is eligible and at what level of compensation, the Administrator may have reference to the Individual Application Form and any information submitted by the Claimant, and any information and documents provided by Canada. The Administrator may ask Claimants or Canada for any additional information the Administrator deems necessary, or may directly request relevant personal records from Library and Archives Canada (LAC) and/or Veterans Affairs (VAC), in the Administrator's sole discretion.
  33. Nothing precludes the Administrator from relying solely on the attestation of the Claimant in determining whether the Claimant meets the criteria in **Schedule "P"**.
  34. The Administrator shall promptly inform the Claimant of its decision ("**Administrator's Decision**"). Canada, and Class Counsel (if the Individual Application indicates that Class Counsel assisted the Claimant in submitting the Claim), will receive notification that a decision has been rendered and will have access to it.

#### **V. Reconsideration of Administrator's Decision**

35. To request reconsideration by the Administrator ("**Request for Reconsideration**"), the Claimant shall submit the reconsideration form (the "**Reconsideration Form**") and any new relevant information to the Administrator within 30 days of the date of the Administrator's decision.
36. If the Claimant includes new relevant information in the Request for Reconsideration, the Administrator shall promptly make available to Canada the Reconsideration Form and such new relevant information. Canada shall provide any information related to Claimants' new relevant information within 30 days of receiving such access, or indicate that it will not be submitting any additional information.
37. The Administrator shall issue a decision ("**Reconsideration Decision**") within 15 days of receiving Claimant's Request for Reconsideration or, if the Request for Reconsideration contains new relevant information, the

earlier of the date of receipt of (1) any additional information or comment from Canada, or (2) of Canada's confirmation that it will not be submitting any such information.

38. The Administrator shall promptly inform the Claimant of its Reconsideration Decision. Canada, the Claimant, (and Class Counsel if the Individual Application indicates that Class Counsel assisted the Claimant in submitting the claim), will receive notification that a Reconsideration Decision has been rendered and will have access to the Reconsideration Decision.

#### **VI. Payments Pursuant to Administrator's Decisions**

39. The Administrator shall issue the Initial Payment (\$5,000) to all Claimants who filed a Claim that has been accepted at Levels 1, 2 or 3, subject to the terms of the FSA.
40. Once the Claims Period has ended, the Administrator shall determine whether, based on the number of Claims received, and assuming maximum payments for all Level 4 Claims, there are sufficient funds to pay the Level 1-3 claims immediately and if so, it shall proceed to issue the Additional Payments.
41. Where the Administrator determines that there are not sufficient funds to pay the full amounts assessed, it shall determine the Reduced Payments in accordance with the formula set out in 7.08 of the FSA. The amounts to be paid as stipulated in the FSA.

#### **VII. Level 4 Verification and Claims Analysis Process by the Assessor**

42. The Administrator shall forward to the Assessor, on a rolling basis, a copy of all allowed Claims for individual compensation that include a claim based on Level 4, including all documentation provided by the Claimant or Canada, and the Administrator's Decision or Reconsideration Decision.
43. Within 90 days after Canada has received access to a Claim, and subject to the deadline extension clause in paragraphs 24 and 25, Canada shall provide the Assessor with the Claimant's medical records, if any, in the possession of the Government of Canada. In addition, Canada may provide any additional information or documents that may be relevant to adjudication of the Claim.

44. In making her determination, the Assessor may conduct interviews or ask Claimants or Canada for any additional information the Assessor deems necessary, in the Assessor's sole discretion. Interviews shall be conducted by telephone or videoconference unless the Assessor determines, in her sole discretion, that an in-person interview is required.
45. On request of a Claimant, the Assessor may hold an interview with the Claimant, to be conducted by telephone or videoconference prior to the Assessor making her decision.
46. Where information provided by Canada is inconsistent with information provided by the Claimant, the Assessor may put that information to the Claimant and request a response.

#### **VIII. Assessor's Decision**

47. Once the Level 4 Verification and Claims Analysis Process has been completed, the Assessor shall review the totality of the relevant evidence to determine if it is probable that a Claimant is eligible for compensation within Level 4A or 4B as set out in the Compensation Grid attached to the FSA at **Schedule "P"**.
48. For greater certainty, in order to conclude that the Claimant has a probable claim, the Assessor must conclude that, on the basis of the information and records submitted by the Claimant, and provided by Canada, it is more likely than not that the incidents and events occurred. In other words, the standard of proof to be applied is a balance of probabilities.
49. Where the Assessor has determined that a Claimant is eligible under Level 4A or 4B, she shall assess the quantum payable to the Claimant having regard to, but not limited to, the following factors:
  - (a) The relative severity of the incidents giving rise to the injury or harm;
  - (b) The relative severity of the physical or psychological injury;
  - (c) The duration of the physical or psychological impact on the individual;
  - (d) The nature and duration of any financial impacts occasioned by the harm or injury; and
  - (e) Medical or other treatment costs arising from the injury or harm.
50. To ensure consistency and equity amongst Claimants in level 4, the Assessor will refrain from issuing any decisions until, in her sole discretion, she is of the view that she has reviewed a sufficient number of claims to enable her to adequately determine the quantum payable to each Claimant. In addition, the Assessor may develop further criteria to assist her in ensuring consistency in her decisions.

51. The Parties shall designate an expert in mental health (the "**Expert**") who will be available to assist the Assessor where necessary, in the Assessor's sole discretion.
52. Canada, the Claimant (and Class Counsel, if the Individual Application indicates that Class Counsel assisted the Claimant in submitting the claim), shall have access, upon request, to any opinions provided by the Expert. The Expert's fees will come from the amounts set aside for administration.
53. The Assessor shall promptly inform the Claimant of her decision ("**Assessor's Decision**"). The Administrator, Canada, and Class Counsel (if the Individual Application indicates that Class Counsel assisted the Claimant in submitting the Claim), will receive notification that a decision has been rendered and will have access to it.

#### **IX. Reconsideration of Assessor's Decision**

54. To request reconsideration by the Assessor ("**Level 4 Request for Reconsideration**"), the Claimant shall submit the reconsideration form (the "**Level 4 Reconsideration Form**") and any new relevant information to the Assessor within 30 days of the date of the Assessor's decision.
55. If the Claimant includes new relevant information in the Level 4 Request for Reconsideration, the Assessor shall promptly make available to Canada the Level 4 Reconsideration Form and such new relevant information. Canada shall provide any information related to the Claimant's new relevant information, or indicate that it will not be submitting any additional information, within 30 days of receiving such access. The Assessor, after undertaking any additional verification deemed necessary in her sole discretion, shall issue a decision ("**Level 4 Reconsideration Decision**") within 30 days of receiving Claimant's Level 4 Request for Reconsideration or, if the Level 4 Request for Reconsideration contains new relevant information, the earlier of the date of receipt of (1) any additional information or comment from Canada, or (2) of Canada's confirmation that it will not be submitting any such information.
56. The Assessor shall promptly inform the Claimant of the Level 4 Reconsideration Decision as soon as possible. The Administrator, Canada, and Class Counsel (if the Individual Application indicates that Class Counsel assisted the Claimant in submitting the claim), will receive notification that a decision has been rendered and will have access to it.

#### **X. Payments Pursuant to Assessor's Decisions**

57. Payment of Level 4 compensation to a Claimant will be administered by the Administrator.
58. Where the Administrator determines that there are not sufficient funds to pay the amounts assessed by the Assessor, it shall determine the amounts to be paid as stipulated in the FSA.

#### **XI. Reconsideration or Disallowance for Fraud**

59. Either the Administrator or the Assessor may disallow a Claim for fraud or misrepresentation at any time ("**Disallowance for Fraud**"). The Assessor's Decision or Reconsideration Decision shall indicate whether a Claim was rejected for fraud or misrepresentation.
60. If Canada has evidence that a Claim is fraudulent or based on a misrepresentation, a designated counsel of the Department of Justice and a designated member of Class Counsel shall examine the evidence and the Claim. With the agreement of the designated member of Class Counsel, which agreement shall not be unreasonably withheld, Canada may request reconsideration of an Administrator's or Assessor's Decision.

#### **XI. Finality of Decisions**

61. The Administrator's and Assessor's Decisions and any Reconsideration Decisions are final and binding without recourse to any court or other tribunal. For further clarity, there is no right of appeal or judicial review from any Decision of the Administrator or of the Assessor.
62. For greater certainty, a Claimant may only request one reconsideration of an Administrator's Decision or an Assessor's Decision.

#### **XII. Random Audit**

63. Canada shall have the right to randomly audit up to 5% of Claims. The cost of the audit will be paid out of the amounts set aside for administration.

#### **XI. Reporting to the Parties**

64. The Administrator and the Assessor will provide monthly reports to Class counsel and to Canada, which includes the following information pertaining to the preceding month:

- (a) Number of Claims submitted;
- (b) Number of Level 1-3 Claims determined, and at which Level;
- (c) Number of Claims seeking Level 4 compensation;
- (d) Number of Level 4 Claims determined at each of Level 4A and 4B;
- (e) Number of Claims determined to be 'not probable';
- (f) Number of Requests for Reconsideration filed;
- (g) Number of Reconsideration Decisions determined in favour of the Claimant and of those denied;
- (h) Number of claims disallowed for fraud or misrepresentation;
- (i) Number of Initial Payments made; and
- (j) Total amounts paid at each Level.

## **XII. Reporting to the Court**

65. Within 90 days of the expiry of the Claims Period, the Administrator shall prepare a report to be filed with the Federal Court, including the following information:
- (a) Number of Claims/applications submitted;
  - (b) Number of Level 1-3 Claims determined, and at which Level;
  - (c) Number of Claims seeking Level 4 compensation;
  - (d) Number of Level 4 Claims determined at each of Level 4A and 4B;
  - (e) Number of Claims determined to be 'not probable';
  - (f) Number of Requests for Reconsideration filed;
  - (g) Number of Reconsideration Decisions determined in favour of the Claimant and of those denied;
  - (h) Number of Claims disallowed for fraud or misrepresentation; and
  - (i) Total amounts paid at each Level.

66. The report should also include a summary of all quality control or audit activities undertaken by the Administrator or Assessor, and the results thereof.



## Schedule "P"

### Compensation Grid/Levels

Qualifying class members are entitled to compensation pursuant to Levels 1 or 2 or 3 as follows.

Level	Description	Maximum Amount	Experience	Proof
1	Investigated and/or sanctioned	\$5,000 (Up to \$7,500)	Minimally intrusive questioning of short duration, ie: Single interview and/or incident of being questioned or followed <sup>1</sup>  Lack of promotions  Lack of access to training courses  Prohibition on attending social events or other forms of entertainment  Targeted Harassment by superior(s)	Paper process – Internal Verification and Administrator

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<sup>1</sup> For greater clarity, a routine question concerning sexual orientation as part of a security screening interview alone will be not sufficient to be compensated under Level 1 alone.



2.	Extensively Investigated and/or sanctioned	\$20,000 (Up to \$25,000)	<p>Moderate to severely intrusive questioning and/or of significant duration, ie: SIU or MP interrogation</p> <p>Use of polygraph in the course of investigation into sexual orientation</p> <p>Interviews of family members or friends relating to sexual orientation in course of investigation</p> <p>Criminal charges</p> <p>Incarceration</p> <p>Removal of badge, credentials or weapon, including loss of security clearance</p> <p>Suspension from employment</p> <p>Transfer</p> <p>Order to move off military base</p> <p>Extreme and targeted harassment e.g.: threats of death or physical harm</p> <p>Significant disruption of Career progression or Demotion</p>	Paper process – Internal Verification and Administrator
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3	Discharged or Terminated	\$50,000	Discharged  Terminated  Resigned/Forced to resign <u>and</u> experience in Level 1 or 2	Paper process – Internal Verification and Administrator
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Qualifying class members who are entitled to compensation under Levels 1 or 2 or 3 and are found through an assessment process to have suffered exceptional harm as defined by either Level 4(a) or Level 4(b), but not both, are also entitled to compensation as follows:

Level	Description	Maximum Amount	Experience	Proof
4(a)	Exceptional Harm	Up to \$50,000  (up to \$60,000)	Lasting and severe physical or psychological harm, including in relation to addiction/substance abuse, attributable to the experience described in Levels 1 and/or 2 and/or 3.  <b>OR</b>	Individualized Assessment – Process to be determined
4(b)	Exceptional Harm	Up to \$100,000 (up to \$125,000)	Lasting and severe physical or psychological harm, attributable to physical or sexual assault(s) (together with the experience described in Levels 1 and/or 2 and/or 3).	Individualized Assessment – Process to be determined

## SCHEDULE "Q"

## CONTACT INFORMATION FOR COUNSEL

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## SCHEDULE "R"

## DRAFT APPROVAL ORDER

Federal Court



Cour fédérale

Date: June 18, 2018

Court File No. T-370-17

Ottawa, Ontario

PRESENT: The Honourable Madam Justice St-Louis

BETWEEN:

TODD EDWARD ROSS, MARTINE ROY and  
ALIDA SATALIC

Plaintiffs

- and -

HER MAJESTY THE QUEEN

Defendant

## ORDER

## (Certification and Settlement Approval)

**WHEREAS** the parties before the Court have consented that the Honourable Justice St-Louis has been given the authority to preside over the motion for certification and settlement approval in this action in accordance with rules 53, 334.11, 334.17 and 334.29 of the *Federal Courts Rules*;

**AND WHEREAS** the Plaintiffs and the Defendant have entered into a Final Settlement Agreement (the "FSA") dated March 28, 2018 in respect of the Plaintiffs' claims against the Defendant;

**AND WHEREAS** this Honourable Court approved the form of notice and plan for distribution of the notice of this motion by Order dated ● (the "Notice Order");

**AND UPON READING** the joint motion record of the parties and the facts of the parties;

**AND UPON HEARING** the motion made by the Plaintiffs, on consent, for an order: (a) certifying this action as a class proceeding for settlement purposes; (b) approving the FSA dated March 28, 2018 between the parties; and (c) approving the notice of this settlement, the opt out and claims period and other ancillary orders to facilitate the Settlement;

**AND UPON BEING ADVISED** of the Defendant's consent to the form of this Order;

**AND WITHOUT ADMISSION OF LIABILITY** on the part of the Defendant;

**AND UPON HEARING** the oral submissions of counsel for the Plaintiffs, counsel for the Defendant, and all interested parties, including objections, written and oral;

**THIS COURT ORDERS THAT:**

1. For the purposes of this Order, the following definitions shall apply:

- a. **"Approval Date"** means the date that this Order is executed;
- b. **"Approval Orders"** means this Order and the Order approving counsel fees in *Ross et al. v. Her Majesty the Queen* (Court File No.: T-370-17);
- c. **"Class Actions"** means:
  - i. *Todd Edward Ross, Martine Roy and Alida Satalic v. Attorney General of Canada, Federal Court File No. T-370-17* (the "Omnibus Class Action");
  - ii. *Todd Edward Ross v. Attorney General of Canada, Ontario Superior Court of Justice File No. CV-16-5653275*;
  - iii. *Martine Roy v. Attorney General of Canada, Quebec Superior Court File No. 500-06-000819-165*; and
  - iv. *Alida Satalic v. Attorney General of Canada, Federal Court File No. T-2110-16*;



- d. **"Class" or "Class Members"** means all current or former members of the Canadian Armed Forces ("**CAF**") current or former members of the Royal Canadian Mounted Police ("**RCMP**") and current or former employees of the Federal Public Service ("**FPS**") who were alive as of October 31, 2016 and who faced threat of sanction, were investigated, were sanctioned, or who were discharged or released from the CAF or RCMP or terminated from the FPS, or who resigned from the FPS, in connection with the LGBT Purge, by reason of their sexual orientation, gender identity, or gender expression between December 1, 1955 and June 20, 1996, who have not opted out and who are not deemed to have opted out of the Omnibus Class Action on or before the expiry of the Opt Out Period.
- e. **"Deemed Class Member"** means an individual who falls into the definition provided in Sections 4.03 and 4.04 of the **FSA**;
- f. **"FSA" or "Settlement"** means the Final Settlement Agreement executed between the parties on March 28, 2018, attached as Schedule "A" to this Order;
- g. **"Her Majesty the Queen"** means the Defendant, the Government of Canada, and more specifically, the Canadian Armed Forces, the Royal Canadian Mounted Police and the Treasury Board Secretariat, as represented in this proceeding by Her Majesty the Queen;
- h. **"Implementation Date"** means the latest of:
  - i. the expiry of thirty (30) days following the expiry of the Opt Out Period;
  - ii. the day following the last day on which a Class Member may appeal or seek leave to appeal the Approval Order; or
  - iii. the day after the date of a final determination of any appeal brought in relation to the Approval Order;
- i. **"LGBT Purge"** means the actions taken by Canada against members of the **CAF**, members of the **RCMP** and employees of the **FPS** as defined in the **FSA**, pursuant to various written policies commencing in or around 1956 in the military and in or around 1955 in the public service, which actions included identifying, investigating, sanctioning, and in some cases, discharging lesbian, gay, bisexual and transgender members of the CAF or the RCMP from the military or police service, or terminating the employment of lesbian, gay, bisexual and transgender employees of the FPS, on the grounds that they were unsuitable for service or employment because of their sexual orientation, gender identity or gender expression;
- j. **"Opt Out Period"** means the ninety day period commencing on the Approval Date, during which a Class Member may opt out of this class proceeding, without leave of this Court;
- k. **"Reconciliation and Memorialization Measures Fund" or "RMM Fund"** means the settlement fund established pursuant to **Section 5** of the **FSA**; and
- l. **"Releasees"** means individually and collectively, Canada, and each of the past, present and future Ministers of the federal government, its Departments and

Agencies, employees, agents, officers, officials, subrogees, representatives, volunteers, administrators, members of the Canadian Armed Forces and the Royal Canadian Mounted Police, and their heirs, executors, successors, legal representatives and assigns.

2. All applicable parties have adhered to and acted in accordance with the Order of this Honourable Court dated ● relating to the provision of Notice of this hearing (the “**Notice Order**”) and the procedures provided in the Notice Order have constituted good and sufficient notice of the hearing of this motion.

#### CERTIFICATION

3. This action is hereby certified as a class proceeding for the purposes of settlement pursuant to section 334.16(1) of the *Federal Courts Rules*.

4. The Class is defined as:

All current or former members of the CAF, current or former members of the RCMP, and current or former employees of the FPS, who were alive as of October 31, 2016 and who faced threat of sanction, were investigated, were sanctioned, or who were discharged or released from the CAF or RCMP or terminated from the FPS, or who resigned from the FPS, in connection with the LGBT Purge, by reason of their sexual orientation, gender identity, or gender expression between December 1, 1955 and June 20, 1996, who have not opted out and who are not deemed to have opted out of the Omnibus Class Action on or before the expiry of the Opt Out Period.

5. The Representative Plaintiffs hereby appointed are Todd Edward Ross, Martine Roy, and Alida Satalic, who constitute adequate representative plaintiffs of the Class.

6. The claims asserted on behalf of the Class against the Defendant are: (a) negligence and civil liability including under the Quebec civil law; (b) breach of fiduciary duty; (c) wrongful dismissal; (d) abuse of government authority; (e) breach of privacy and intentional infliction of mental distress; and (f) breach of the Canadian *Charter of Rights and Freedoms* and the Quebec *Charter of Human Rights and Freedoms*.

7. For the purposes of settlement, this proceeding is certified on the basis of the following common issues:

Did actions taken pursuant to Cabinet Directive 29, Cabinet Directive 35, CFAO 19-20 and predecessor military policies disproportionately impact LGBTQ2 Class Members on the basis of their sexual orientation, gender identity or gender expression?

Were the actions taken pursuant to Cabinet Directive 29, Cabinet Directive 35, CFAO 19-20 and predecessor military policies against Class Members consistent with the Canadian *Charter of Rights and Freedoms* and the Quebec *Charter of Human Rights and Freedoms*?

8. The certification of this action is conditional on the approval of the **FSA**. Should the **FSA** be set aside, all materials filed, submissions made or positions taken by any party are without prejudice to any future positions taken by any party on a certification motion.

#### **OPT OUT PROCEDURE**

9. Any Class Member who wishes to opt out of this class action must do so by completing and sending the form appended as **Schedule "J"** to the **FSA**, to the Administrator within 90 days of the date of the Approval Order.

#### **SETTLEMENT APPROVAL**

10. The Settlement of this action on the terms set out in the **FSA**, including the Recitals and Schedules, as attached at **Schedule "A"** to this Order, and as expressly incorporated by reference into this Order, is fair and reasonable and in the best interests of Class Members, and is approved.

11. The Settlement and this Order are binding on the Parties and on every Class Member and Deemed Class Member, including Persons under a disability, unless they opt out or are deemed to have opted out on or before the expiry of the Opt Out Period, and are binding whether or not such Class Member claims or receives compensation.

12. The **FSA** shall be implemented in accordance with this Order and further orders of this Court.

#### **DISMISSAL AND RELEASE**

13. The claims of the Class Members and the Class as a whole, are dismissed against the Defendant, without costs and with prejudice and such dismissal shall be a defence and absolute bar to any subsequent action against the Defendant in respect of any of the Claims or any aspect of the Claims made in the Class Actions and relating to the subject matter hereof, and are released against the Releasees in accordance with **Section 10.01** of the **FSA**, in particular as follows:

- (a) Each Class Member, their Estate Executors, and their respective legal representatives, successors, heirs and assigns (hereinafter "**Releasors**") fully, finally and forever release and discharge the Releasees, from any and all actions, suits, proceedings, causes of action, common law, Quebec civil law and statutory liabilities, equitable obligations, contracts, claims, losses, costs, grievances and complaints and demands of every nature or kind available, asserted or which could have been asserted whether known or unknown including for damages, contribution, indemnity, costs, expenses and interest which any Releasor may ever have had, may now have, or may in the future have, directly or indirectly arising from or in any way relating to or by way of any subrogated or assigned right or otherwise with respect to or in relation to any aspect of the Class Actions and this release includes any such claim made or that could have been made in any proceeding including the Class Actions whether asserted directly by the Releasor(s) or by any other person, group or legal entity on behalf of or as representative for the Releasor(s);
- (b) The Releasors agree that if they make any claim or demand or take any actions or proceedings against another person or persons in which any claim could arise against a Releasee for damages or contribution or indemnity and/or other relief over under the provisions of the *Negligence Act*, R.S.O. 1990, c. N-3, or its counterpart in other jurisdictions, the common law, Quebec civil law or any other statute of Ontario or any other jurisdiction in relation to the Class Actions, including but not limited to any claim against provinces or territories or other entities for harassment, discrimination, assault and sexual assault; then the Releasors will expressly limit their claims to exclude any portion of the Releasees' responsibility;
- (c) Canada's obligations and liabilities under the **FSA** constitute the consideration for the releases and other matters referred to in the **FSA** and such consideration is in full and final settlement and satisfaction of any and all claims referred to therein and the Releasors are limited to the benefits provided and compensation payable pursuant to the **FSA**, in whole or in part, as their only recourse on account of such claims.

14. This Order, including the releases referred to in paragraph 13 above, and the **FSA** are binding upon all Class Members, including those persons who are under a disability.

#### **APPOINTMENTS**

15. ● shall be and hereby is appointed as Claims Administrator pursuant to the **FSA**. The fees, disbursements and applicable taxes of the Claims Administrator shall be paid in accordance with **Section 12.01** of the **FSA**.

16. Justice Marie Deschamps shall be and hereby is appointed as Claims Assessor pursuant to the **FSA**. The fees, disbursements and applicable taxes of the Claims Assessor shall be paid in accordance with **Section 12.01** of the **FSA**.

17. No person may bring any action or take any proceeding against the Notice Provider, the Administrator, the Assessor, ● or the members of such bodies, or any employees, agents, partners, associates, representatives, successors or assigns, for any matter in any way relating to the **FSA**, the public notice campaign, the administration of the **FSA** or the implementation of this judgment, except with leave of this Court on notice to all affected parties.

18. In the event that the number of persons who appear to be eligible for compensation under the **FSA** and who opt out of this class proceeding exceeds two hundred and fifty (250), the **FSA** will be void and this judgment will be set aside in its entirety, subject only to the right of Canada, at its sole discretion, to waive compliance with **Section 3.05** of the **FSA**.

#### **NOTICE**

19. The Notice Plan provided for in **Section 3.04(a)** of the **FSA** satisfies the requirements of the applicable class proceedings law and this Court, and is the best notice practicable under the circumstances. Within five (5) business days of this Order, notice shall be given of this judgment, the approval of the **FSA**, the opt out period and the claims period by the commencement of the Notice Plan attached as **Schedule "H"** to the **FSA**, at the expense of Canada.

20. Notice shall be given in the form attached as **Schedule "I"** to the **FSA**.

#### **CLASS COUNSEL FEES, NOTICE FEES, AND HONORARIUMS**

21. The legal fees, disbursements and applicable taxes owing to Class Counsel shall be determined by further order of this Court.

22. No fee may be charged to Class Members in relation to claims under the **FSA** without prior approval of the Federal Court.

23. The Representative Plaintiffs Todd Edward Ross, Martine Roy, and Alida Satalic shall each receive the sum of \$10,000 as an honorarium to be paid in accordance with **Section 12.03** of the **FSA**.

#### **CONTINUING JURISDICTION AND REPORTING**

24. This Court, without in any way affecting the finality of this Order, reserves exclusive and continuing jurisdiction over this action, the Plaintiffs, all of the Class Members, and the

Defendant for the limited purposes of implementing the **FSA** and enforcing and administering the **FSA** and this Order.

25. This Court may issue such further and ancillary orders, from time to time, as are necessary to implement and enforce the provisions of the **FSA** and this Order.

26. Class Counsel and the Administrator shall report back to the Court on the administration of the **FSA** at reasonable intervals not less than semi-annually, as requested by the Court, and upon the completion of the administration of the **FSA** in accordance with **Schedule "O"** of the **FSA**.

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Justice St-Louis

**FEDERAL COURT**

Proposed Class Proceeding

TODD EDWARD ROSS, MARTINE ROY and ALIDA SATALIC

Plaintiffs

- and -

HER MAJESTY THE QUEEN

Defendant

**SUPPLEMENTARY AGREEMENT**

**WHEREAS:**

- A. Canada and the Plaintiffs (collectively the "Parties") entered into a Final Settlement Agreement ("FSA") dated March 28, 2018;
- B. Pursuant to section 5.02(b) of the FSA, the Parties agreed that the RMM Fund would be paid and administered under the terms of a supplementary agreement to be negotiated and executed by the Parties no later than seven days prior to the date of the Approval Hearing;
- C. The Parties wish to set out certain terms pertaining to the payment and administration of the RMM Fund, and to continue negotiations relating to the creation of an appropriate legal instrument to govern the transfer of funds to give effect to the Parties' intentions in the FSA;





- D. The Parties also wish to address additional matters with respect to the Administrator and the Assessor in this Supplementary Agreement; and
- E. The proposed Administrator and Assessor have agreed to carry out the duties assigned to each of them in the **FSA** as well as those set out in the respective Terms of Appointment attached hereto.

**NOW THEREFORE**, in consideration of the mutual agreements, covenants and undertakings set out in this agreement, the Parties agree with each other as follows:

### **Definitions**

Capitalized terms used in this Supplementary Agreement and not otherwise defined shall have the same meanings as contained in the **FSA**.

In this Supplementary Agreement, and schedules thereto:

**“Administrator”** means Deloitte LLP appointed by the Court to administer the claims process under the Final Settlement Agreement in accordance with these terms;

**“Assessor”** means the Honourable Marie Deschamps, C.C., Ad.e., appointed by the Court to assess the claims for compensation at level 4 of the **FSA**;

**“Class Member information”** means any information from any source whatsoever about an individual making an Individual Application in accordance with the **FSA**, whether approved or not; and

**“RMM non-governmental Panel Members”** means the RMM Panel Members described in paragraphs (a), (b), and (e) of clause **5.02(c)** of the **FSA**.

For the sake of clarity, numbering of clauses in this Supplementary Agreement continues from the conclusion of the **FSA**.



## **SECTION EIGHTEEN**

### **ADMINISTRATOR**

#### **18.01 Appointment of Deloitte LLP as Administrator**

Pursuant to **section 8.02** of the **FSA**, the Parties mutually agree to the appointment by the Court of Deloitte LLP as Administrator.

In addition to the Administrator's duties set out in **section 8.03** and **Schedule "O"** of the **FSA** the Parties understand that the Administrator shall act in accordance with the Terms of Appointment attached hereto as **Annex "A"**, which forms part of this SA and which shall be incorporated in the Approval Order.

## **SECTION NINETEEN**

### **ASSESSOR**

#### **19.01 Terms of Appointment of Assessor**

Pursuant to **section 8.02** of the **FSA**, the Parties have agreed that the Honourable Marie Deschamps C.C., Ad.e., shall be appointed as Assessor.

The Assessor shall act in accordance with **Schedule "O"** of the **FSA** and the Terms of Appointment attached hereto as **Annex "B"**, which forms part of this SA and which shall be incorporated in the Approval Order.



## **SECTION TWENTY**

### **ADMINISTRATION OF RECONCILIATION AND MEMORIALIZATION MEASURES FUND**

#### **20.01 Treatment of Funds**

Plaintiffs and their counsel will determine the appropriate legal entity to receive, hold, invest and disburse the RMM funds and the required legal instruments creating the entity will be provided to the court for approval no later than 30 days prior to the Implementation Date.

#### **20.02 Administration of Reconciliation and Memorialization Measures Fund**

Upon receipt of a request from the RMM Panel, and no earlier than 180 days from the date of the Approval Order, Canada shall pay the initial \$15,000,000 RMM Funds to Cambridge LLP in trust. Cambridge LLP as counsel for the Plaintiffs has agreed to receive the RMM Funds and transfer the RMM Funds pursuant to the instrument negotiated for this purpose.

#### **20.03 Transfer of Funds required for Government-led Projects**

The RMM non-governmental Panel Members acknowledge that prior to Canada's commencement of government-led projects which have been identified in **sections 5.01(a), (b) and (c) of the FSA**, or otherwise, it will be necessary to disburse the sums required for these projects to Canada, for deposit in the Consolidated Revenue Fund, in accordance with agreements to be negotiated and executed by the Parties for this purpose, the terms of which shall specify the purposes for which the sums paid to Canada shall be disbursed by Canada.

No interest shall be paid or payable by Canada on the funds transferred to Canada for government-led projects and held in the Consolidated Revenue Fund.

#### **20.04 Payment of Residue of Designated Amount into RMM Fund, if any**

Any Additional RMM Payment to be paid under **section 7.04 of the FSA** shall be paid by the Administrator to Cambridge LLP in trust and transferred by Plaintiffs' counsel in the same manner as the initial RMM Fund.



## SECTION TWENTY-ONE

### GENERAL

#### 21.01 Entire FSA

As set out in **section 17.03** of the **FSA**, the Parties confirm that the **FSA** executed on March 28, 2018, shall include this Supplementary Agreement, and together they form the entire agreement between the Parties.

**IN WITNESS WHEREOF** the Parties have executed this Supplementary Agreement.

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Attorney General of Canada**

Signed this 15 day of June 2018

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Attorney General of Canada**



BY: \_\_\_\_\_

**ATTORNEY GENERAL OF CANADA**  
For the Defendant



BY: \_\_\_\_\_

**ATTORNEY GENERAL OF CANADA**  
For the Defendant



BY: \_\_\_\_\_

**ATTORNEY GENERAL OF CANADA**  
For the Defendant







BY: \_\_\_\_\_

**ATTORNEY GENERAL OF CANADA**

For the Defendant

**THE PLAINTIFFS, as represented by Class Counsel**



BY: \_\_\_\_\_

**KOSKIE MINSKY LLP**

For the Plaintiffs

BY: \_\_\_\_\_

**CAMBRIDGE LLP**

For the Plaintiffs

BY: \_\_\_\_\_

**IMK LLP**

For the Plaintiffs

BY: \_\_\_\_\_

**MCKIGGAN HEBERT LLP**

For the Plaintiffs

## ANNEX "A"

### Terms of Appointment of the Administrator

#### I. Definitions

1. In these Terms of Appointment, the following terms are defined:

**"Administrator"** means Deloitte LLP, appointed by the Court to administer the claims process under the Final Settlement Agreement in accordance with these terms;

**"Assessor"** means the Honourable Marie Deschamps, C.C., Ad.e., appointed by the Court to assess the claims for compensation at levels 4A and 4B of the Final Settlement Agreement;

**"Claimant"** means anyone who files an Individual Application for individual benefits under the Final Settlement Agreement;

**"Class Member information"** means any information from any source whatsoever about an individual making an Individual Application in accordance with the **FSA**, whether the Application is approved or not;

**"The Court"** means the Federal Court of Canada;

**"Final Settlement Agreement"** ("FSA") means the Final Settlement Agreement in the Federal Court matter *Ross, Roy, and Satalic v. Her Majesty the Queen*, Court File Number T-370-17, executed by the Parties March 28, 2018, including the Supplementary Agreement, and all respective schedules or annexes thereto, executed by the Parties on June 15, 2018;

**"Investment Directive"** means a plan to be agreed on by the Parties for investment of funds held by the Administrator;

**"Parties"** means Canada and the Plaintiffs; and

**"Plaintiffs' counsel"** means any of the persons listed in **Schedule "Q"** to the **FSA**, or such other person as may be determined by one of them in writing with notice to the Parties.

2. Capitalized terms used in these Terms of Appointment and not otherwise defined shall have the same meanings as contained in the **FSA**.

#### II. General

##### A. Enforcement

3. For greater certainty, the obligations set out in these Terms of Appointment are enforceable as a court order.
4. Any Party to the **FSA** or any other person with authorization of the Court may seek enforcement of the obligations contained herein.

**B. Language of work**

5. The Administrator must provide services in both official languages. All communications between the Administrator and claimants will be in the official language of the claimant's choice.

**III. Claims Administration Process**

**A. Development of Claims Process**

6. The Administrator shall develop an administrative process to administer the claims of potential class members pursuant to **section 8.03** and **Schedule "O"** to the **FSA**. In addition to the obligations set out in **section 8.03** and **Schedule "O"**, the Administrator will:
  - (a) Establish and manage a trust account to administer settlement funds as set out in Part IV;
  - (b) Develop a process acceptable to the Parties to receive claims in writing, by mail, and by fillable pdf via fax or scanned email, at the choice of claimants;
  - (c) Provide information and respond to inquiries concerning the claims process;
  - (d) Create and maintain an accessible website that provides information about the settlement and claims process, provides contact information and includes terms of use governing the claimants' use of the website, including the Administrator's privacy policy;
  - (e) Create a secure claims management platform that allows claimants, Canada, and the Assessor to submit information and review files as required;
  - (f) Ensure completeness of the claims and contact claimants where information is incomplete;
  - (g) Acknowledge receipt of claims;
  - (h) Liaise with Canada to obtain claimants' records and other information;
  - (i) Prepare the files of claims for exceptional harm (at levels 4A and 4B) in a manner acceptable to the Assessor and transmit files to the Assessor in a timely manner;
  - (j) Keep accurate and complete records to allow for verification, audit, or review as required by the **FSA** and **SA**;

- (k) Provide reports to the Parties as set out in **Schedule "O"** and Part VIII below.

**B. Coordination with the Assessor**

7. The Administrator shall coordinate with the Assessor to ensure that its process and product are designed to ensure efficient administration of the Assessor's mandate.
8. Such coordination with the Assessor or her designates shall begin as soon as is reasonably practicable and shall continue throughout the administration of the **FSA** as may be reasonably required from time to time.

**IV. Administration of Trust Account**

**A. Payments of Designated and Enhanced Amounts**

9. Amounts payable by Canada in respect of individual compensation pursuant to **section 7.03** of the **FSA**, including the Designated Amount and/or the Enhanced Amount, as the case may be, shall be paid to the Administrator in trust for the purposes of the **FSA** in accordance with **sections 7.03(a)** and **7.03(d)** of the **FSA**.
10. If the event contemplated by **section 7.04** of the **FSA** occurs, the Administrator will transfer the Additional RMM Payment to the entity established pursuant to **section 20.02** of the Supplementary Agreement, which funds shall be held in trust to be used for Reconciliation and Memorialization Measures.

**B. Establishment of Bank Account**

11. Prior to receipt of the initial payment of the Designated Amount, the Administrator shall open an interest-bearing account at a Schedule I bank ("Account").

**C. Investment of Account**

12. Upon receipt of the Designated Amount, and the Enhanced Amount, if the latter is paid, the Administrator shall immediately deposit the funds into the Account, shall hold the funds in the Account and shall invest the funds in accordance with **sections 14 and 15** of these Terms of Appointment until such time as the Administrator is authorized to disburse the funds in accordance with the **FSA** and these Terms of Appointment.
13. The Administrator shall disburse the funds in the Account solely for the purposes of and in accordance with the provisions of the **FSA**, and these Terms of Appointment. No other disbursement is permitted without an order of the Court made on notice to or on consent of the Parties.
14. The amounts received from Canada shall be allocated in two funds as follows:

- (a) The Designated Amount of \$50 million; and
  - (b) The Enhanced Amount of up to \$60 million, if paid.
15. The Administrator shall invest the Designated Amount and the Enhanced Amount, if the latter is paid, in accordance with the Investment Directive as if they were one fund but shall keep accounting records and account as if the monies were two separate funds.

**D. Application of Interest and Taxes**

16. Any interest that accrues on the Designated Amount or the Enhanced Amount while on deposit in the Account, shall first be credited against any trust management fees incurred.
17. For all taxes payable on any excess interest, net of expenses, which is earned in the Account in a calendar year or otherwise in relation to the Designated Amount or Enhanced Amount, the Administrator shall pay such taxes out of the funds held in the Account.
18. Any remaining amounts, after taxes are paid, shall be returned to Canada.

**V. Professional Fees**

**A. Fee Structure**

19. Canada shall pay the Administrator for administration services based on the following fee structure to a limitation of expenditure of \$2,000,000 exclusive of applicable taxes:

(a) **Fixed fees** as follows:

Claims Intake and Review, including any work undertaken for this purpose prior to the approval of the FSA	\$530,000
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Overall Administration and Management (including management of opt-outs, ongoing reporting, trust account management, claimant support, and any work undertaken for these purposes prior to the approval of the FSA)	\$220,000
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<b>Total</b>	<b>\$750,000</b>
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(b) **Variable fees** payable on a per claim basis

Claims intake (all claims)	\$70.00 per claim
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Claims review (individual compensation only)	\$160.00 per claim
Claims to Assessor (Level 4A, Level 4B) or Exceptions Committee	\$160.00 per claim
Citation/apology (individual reconciliation only)	\$50.00 per claim

20. The Administrator must not perform any work that would result in Canada's liability exceeding the \$2,000,000 limitation of Canada's expenditure, except with the express written authorization of the Parties or, failing agreement, the authorization of the Court.
21. If, at any time, the Administrator considers that \$2,000,000 will be insufficient to complete the administration of the FSA, the Administrator shall notify the Parties forthwith, identify the specific basis of the insufficiency and shall not proceed to complete the administration of the FSA without the prior express written authorization of the Parties or, failing agreement, the authorization of the Court.
22. The Administrator shall notify the Parties when the cost of services rendered reaches 70% of \$2,000,000.

#### **B. Invoicing and Payment Schedule**

23. In consideration of the Administrator satisfactorily completing all of its obligations under the FSA and these Terms of Appointment, Canada shall pay the Administrator's professional fees in accordance with these terms or any further terms as may be required by Canada and agreed to by the Parties in writing, on a monthly basis, for the work covered by the invoice where:
  - (a) An accurate and complete invoice and any other documents required by the FSA have been submitted in accordance with invoicing instructions to be provided by Canada prior to the first billing period; and
  - (b) All documents have been verified by Canada.
24. Upon approval by the Court of the Final Settlement Agreement, Canada will issue payment of \$300,000 to the Administrator towards the fixed fees, and the balance of fixed fees shall be paid monthly, in the amount of \$50,000, subject to section 16 of these Terms of Appointment, commencing 120 days from the date of the Approval Order, for six months. After the sixth month, monthly payments of fixed fees shall be reduced to \$25,000, subject to section 16 of these Terms of Appointment, for a further six months.
25. Fees set out above include all services rendered; no additional compensation for annual leave, statutory holidays, sick leave, travel, overhead, or any other expense shall be payable.

## VI. Confidentiality

26. The Administrator shall treat Class Member information and records in accordance with **sections 16.01 and 16.02 of the FSA.**
27. The Administrator must obtain from all its employees or sub-contractors who have access to Class Member information, a signed non-disclosure agreement, in the following form before they are given access to any claimant information by the Administrator:

### NON-DISCLOSURE AGREEMENT

In the course of my work as an employee or subcontractor of Deloitte, pursuant to the order of the Federal Court in Court File No. T-370-17, I, \_\_\_\_\_, may be given access to information by or on behalf of claimants or Canada in connection with the LGBTQ Class Action claims process. Such information may include information that is confidential or proprietary to third parties, and information conceived, developed or produced by Deloitte as part of its mandate. For the purposes of this Non-Disclosure Agreement, information includes but is not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the LGBTQ Class Action Claims Process administered by Deloitte.

I shall not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever manner or form, any information described above to any person other than a person employed by Canada or Plaintiffs' counsel and only as I have been expressly authorized to do and on a need to know basis in accordance with the Court order. I shall safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions jointly by Canada and Plaintiffs' counsel, to prevent the disclosure of, access to or use of this information in contravention of this Non-Disclosure Agreement.

I shall use any information provided to the Administrator by a claimant or on behalf of Canada solely for the purpose of the claims process and I have no right of ownership whatsoever with respect to this information.

I agree that the obligation of this agreement will continue in force and in perpetuity, notwithstanding the termination or voiding of this FSA.

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Name (printed)

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Signature

28. The Administrator shall ensure that all Class Member information is stored in a secure location and that only authorized persons who have signed the non-disclosure agreement are permitted to access the information. Printed material will be stored in a locked container in an area that is subject to continuous monitoring by the Administrator.

29. The Administrator shall not store or record Class Member information electronically except in accordance with a manner and on devices approved by the Parties or, failing agreement, the Court.
30. The Administrator shall promptly notify the Parties of any incident or concern that confidential information has been disclosed to or otherwise obtained by unauthorized persons.
31. Information shall be returned or destroyed in accordance with the FSA or as may otherwise be directed by the Court.

## **VII. Reporting**

32. The Administrator shall report to the Court within 90 days of the expiry of the Claims Period pursuant to **sections 65 and 66 of Schedule "O" to the FSA.**
33. The Administrator shall report to the Parties monthly pursuant to **section 64 of Schedule "O" of the FSA,** and shall provide the following additional reports:

### **Monthly Reports:**

- (a) Opt Out Status Reports (for 90 day opt out period);
- (b) Payments Report;
- (c) Trust Account Report;
- (d) Claims – status of reviews (i.e. # intake, # sent to Canada, # ready for review, # reviewed);
- (e) Communications update (calls and emails);
- (f) Canada Pride Citation and Apology Letter Requests;
- (g) Exception Claims, by category;
- (h) Claims Accepted by Administrator – by attestation;
- (i) Claims Accepted by Administrator – support provided by Claimant, no documentation from Canada;
- (j) Claims Accepted by Administrator – documentation provided by Canada, no documentation from claimant;
- (k) Rejected Claims (i.e. previous settlement; no records provided by Canada or Claimant);

### **Final Reports**



- (a) Update items in the 90 day report;
- (b) Opt Outs;
- (c) Payments Report;
- (d) Trust Account Report;
- (e) Canada Pride Citation and Apology Letters awarded;
- (f) Communications Update;
- (g) Exceptions by Attestation approved by Exceptions Committee;
- (h) Exceptions Claims outside class period approved by Exceptions Committee;
- (i) Claims Accepted by Administrator – by attestation;
- (j) Claims Accepted by Administrator – support provided by Claimant, no documentation from Canada;
- (k) Claims Accepted by Administrator – documentation provided by Canada, no documentation from claimant;
- (l) Rejected Claims (i.e. previous settlement; no records provided by Canada or Claimant); and
- (m) Administrator/Assessor Fees.

## VIII. Insurance

34. The Administrator must obtain, maintain in full force and effect throughout the duration of the administration of the claims process, pay for and renew, the following insurance extending to, and in amounts commensurate with, the Administrator's obligations under the **FSA**:

- (a) Commercial General Liability Insurance in an amount not less than \$2,000,000 per accident or occurrence and in the annual aggregate. Canada is to be added as an additional insured, but only with respect to liability arising out of the Administrator's performance of its obligations under the **FSA**. The interest of Canada must be stated in the policy as follows: Canada, as represented by the Department of Justice, Canada.
- (b) Errors and Omissions Liability Insurance in an amount not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs; and
- (c) Comprehensive Crime Insurance. Loss Payee must be stated in the policy as follows: Canada as its interest may appear or as it may direct.

35. If the policies are written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the administration mandate.

36. The following endorsement must be included in all policies:

*Notice of Cancellation: The Insurer will provide Canada and the Plaintiffs' counsel with thirty (30) days written notice of cancellation.*

37. Neither compliance nor failure to comply with the insurance requirements set out herein shall relieve the Administrator of its liabilities and obligations under the FSA.

38. Litigation Rights: Notwithstanding that the Administrator is not an agent of the Crown, pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s. 1, if a suit is instituted for or against Canada which the insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an additional insured under the Administrator's insurance policy, the insurer must promptly contact the Attorney General of Canada to agree on legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt to:

Christine Mohr  
Senior General Counsel  
Department of Justice Canada  
120 Adelaide Street West, Suite #400  
Toronto, Ontario M5H 1T1  
Phone: (647) 256-7538  
Email: christine.mohr@justice.gc.ca

39. Canada reserves the right to co-defend any action brought against the Administrator or Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against the Administrator or it, and Canada does not agree to a proposed settlement agreed to by the Administrator's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Administrator's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

## ANNEX "B"

### Terms of Appointment of the Assessor

#### I. Definitions

1. In these Terms of Appointment, the following terms are defined:

**"Administrator"** means Deloitte LLP, appointed by the Court to administer the claims process under the Final Settlement Agreement in accordance with these terms;

**"Assessor"** means the Honourable Marie Deschamps, C.C., Ad.e., appointed by the Court to assess the claims for compensation at levels 4A and 4B of the Final Settlement Agreement;

**"Claimant"** means anyone who files an Individual Application for individual benefits under the Final Settlement Agreement;

**"Class Member information"** means any information from any source whatsoever about an individual making an Individual Application in accordance with the **FSA**, whether the application is approved or not;

**"The Court"** means the Federal Court of Canada;

**"Final Settlement Agreement"** ("FSA") means the Final Settlement Agreement in the Federal Court matter *Ross, Roy, and Satalic v. Her Majesty the Queen*, Court File Number T-370-17, executed by the Parties March 28, 2018, including the Supplementary Agreement, and all respective schedules or annexes thereto, executed by the Parties on June 15, 2018;

**"Parties"** means Canada and the Plaintiffs; and

**"Plaintiffs' counsel"** means any of the persons listed in **Schedule "Q"** to the **FSA**, or such other person as may be determined by one of them in writing with notice to the Parties.

2. Capitalized terms used in these Terms of Appointment and not otherwise defined shall have the same meanings as contained in the **FSA**.

#### II. General

##### A. Language of work

3. The Assessor must provide services in both official languages. All communications between the Assessor and claimants will be in the official language of the claimant's choice.

### **III. Claims Assessment Process**

#### **A. Assessment of Claims**

4. The Assessor shall, with the assistance of counsel for the Parties, develop an assessment process to assess the Level 4 claims of eligible class members pursuant to and consistent with **Schedule "O"** of the **FSA**.
5. In addition to making the assessment decisions contemplated in **Schedule "O"** for all Level 4 claims, the Assessor will also perform the following tasks:
  - (a) Provide information and respond to inquiries concerning the claims process;
  - (b) Participate in the training required to access the website created by the Administrator to review claimants' files and to communicate decisions to the Administrator;
  - (c) Liaise with the Administrator for the purposes of coordinating the administration and assessment process;
  - (d) Provide the questionnaire to be sent by the Administrator to Level 4 claimants;
  - (e) Receive from the Administrator the complete claimants' records and other information, and request the Administrator to seek additional information where necessary;
  - (f) At her own discretion communicate with claimants directly;
  - (g) Keep accurate and complete records to allow for verification, audit, or review as required by the **FSA** and **SA**; and
  - (h) Provide reports to the Parties as set out in **Schedule "O"** below.

#### **B. Coordination with the Administrator**

6. The Assessor will work with the Administrator to ensure that its process and product are designed to ensure the efficient administration of the Assessor's mandate.
7. Such coordination with the Administrator shall begin as soon as is reasonably practicable and shall continue throughout the administration of this **FSA** as may be reasonably required from time to time.

#### **IV. Professional Fees**

##### **A. Fee Structure**

8. Canada shall pay for assessment services based on the following fee structure:

Resource	Rate
Assessor	\$500 per hour
Counsel	\$800 per day (or such other rate as to be determined following agreement with counsel for the Parties)
Senior Administrative Assistant	\$310 per day

9. The Assessor must not perform any work that would result in Canada's liability exceeding \$1,500,000, except with the express written authorization of the Parties or, failing agreement, the authorization of the Court.
10. If, at any time, the Assessor considers that \$1,500,000 will be insufficient to complete the administration of the **FSA**, the Administrator shall notify the Parties forthwith.
11. The Assessor shall notify the Parties when the cost of services rendered reaches 80% of \$1,500,000.

##### **B. Invoicing and Payment Schedule**

12. Canada shall pay all of the fees of the Assessor and any persons in the employ of the Assessor relating to assessment, in accordance with these terms or any further terms as may be agreed by the Parties in writing, on a monthly basis for the work covered by the invoice where:
- (a) An accurate and complete invoice and any other documents required by the **FSA** have been submitted in accordance with invoicing instructions to be provided by Canada prior to the first billing period; and
  - (b) All documents have been verified by Canada.
13. Upon approval by the Court of the Final Settlement Agreement, Canada will pay the Assessor a deposit amount of \$250,000 to be credited against the fees charged for assessment.

### **C. Travel**

#### *Travel to be reasonably limited*

14. The Assessor shall provide her own office space, technology, supplies and resources to conduct the work. The work will be carried out from the Assessor's place of business in Montreal.
15. Where the Assessor considers it necessary to interview a claimant, the Assessor shall consider whether a telephone interview is sufficient and appropriate.
16. Where the Assessor considers that an in-person interview is necessary, the Assessor may either travel to meet the claimant or request that a claimant travel to the Assessor's place of business.
17. A claimant who is required by the Assessor to travel more than 50 kilometres from his or her place of residence to attend an interview is entitled to be reimbursed for travel expenses by Canada in accordance with the Government of Canada National Joint Council Travel Directive. Reimbursement of expenses shall be paid by the Administrator from the Designated Amount.
18. Where the Assessor is required to travel, the Assessor must use best efforts to maximize the number of claimants interviewed per trip undertaken. The Assessor will limit the number of travellers to the person conducting the claims assessment, one member of the team, and a consultant or subject matter expert, if required.
19. Where travel is required for the Assessor's or her staff's duties, expenses shall be billed to Canada as part of the Assessment costs on the basis of rates established in the Government of Canada National Joint Council Travel Directive.
20. Costs associated with meeting rooms shall be reimbursed where interviews are conducted outside Montreal.
21. In order to reduce travel and work flow interruptions, the Assessor and the Parties, by mutual agreement, may convene telephone or video conferences in lieu of face-to-face meetings.

### **D. No other amounts payable**

22. Fees as set out above include all services rendered. No additional compensation for annual leave, statutory holidays, sick leave, overhead, or any other expense shall be payable.

## V. Confidentiality

23. The Assessor shall treat claimant information and records in accordance with **sections 16.01 and 16.02 of the FSA.**
24. The Assessor must herself sign, and must obtain from all her employees or sub-contractors who have access to claimant information, a signed non-disclosure agreement, in the following form before they are given access to any claimant information by the Administrator:

### NON-DISCLOSURE AGREEMENT

In the course of my work as an employee or subcontractor of Deloitte, pursuant to the order of the Federal Court in Court File No. T-370-17, I, \_\_\_\_\_, may be given access to information by or on behalf of claimants or Canada in connection with the LGBTQ Class Action claims process. Such information may include information that is confidential or proprietary to third parties, and information conceived, developed or produced by Deloitte as part of its mandate. For the purposes of this Non-Disclosure Agreement, information includes but is not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the LGBTQ Class Action Claims Process administered by Deloitte.

I shall not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever manner or form, any information described above to any person other than a person employed by Canada or Plaintiffs' counsel and only as I have been expressly authorized to do and on a need to know basis in accordance with the Court order. I shall safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions jointly by Canada and Plaintiffs' counsel, to prevent the disclosure of, access to or use of this information in contravention of this Non-Disclosure Agreement.

I shall use any information provided to the Administrator by a claimant or on behalf of Canada solely for the purpose of the claims process and I have no right of ownership whatsoever with respect to this information.

I agree that the obligation of this agreement will continue in force and in perpetuity, notwithstanding the termination or voiding of this FSA.

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Name (printed)

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Signature

25. Claimant information shall be stored in a secure manner to ensure that only authorized persons who have signed the non-disclosure agreement may access the information. Printed material will be stored in a locked container in an area that is subject to continuous

monitoring or where access is restricted to persons having signed the non-disclosure agreement.

26. The Assessor shall not store or record claimant information electronically except in a manner and on devices approved by the Parties or, failing agreement, the Court.
27. The Assessor shall promptly notify the Parties of any incident or concern that confidential information has been disclosed to or otherwise obtained by unauthorized persons.

## **VI. Reporting**

28. The Assessor shall report to the Parties monthly pursuant to **section 64 of Schedule "O"** of the **FSA**.
29. The Assessor shall provide all information required by the Administrator in order for the Administrator to prepare its Final Report to the Court within 90 days of the expiry of the Claims Period pursuant to **sections 65 and 66 of Schedule "O"** to the **FSA**.

## **VII. Powers and Immunity**

30. The Assessor shall have all the powers necessary for the performance of her duties in accordance with these Terms of Appointment.
31. The Assessor and any person working for the Assessor in accordance with this appointment shall benefit from the public law immunity associated with judicial functions.
32. No suit may be instituted against the Assessor or any person working for the Assessor without the permission of this Court.

## **VIII. Insurance**

33. The Assessor shall ensure that she carries adequate insurance considering the duties and risks associated with this appointment. All costs associated with such insurance shall be at the Assessor's expense.
34. **Litigation Rights:** Notwithstanding that the Assessor is not an agent of the Crown, pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Assessor's insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an additional insured under the Assessor's insurance policy, the insurer must promptly contact the Attorney General of Canada to agree on legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt to:



Christine Mohr  
Senior General Counsel  
Department of Justice Canada  
120 Adelaide Street West, Suite #400  
Toronto, Ontario M5H 1T1  
Phone: (647) 256-7538  
Email: christine.mohr@justice.gc.ca

35. Canada reserves the right to co-defend any action brought against the Assessor or Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against the Assessor or it, and Canada does not agree to a proposed settlement agreed to by the Assessor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Assessor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.