Federal Court



Cour fédérale

Date: 20190705

Docket: T-1673-17

Citation: 2019 FC 1501

Ottawa, Ontario, July 5, 2019

PRESENT: The Honourable Mr. Justice Phelan

CLASS PROCEEDING

BETWEEN:

CHERYL TILLER, MARY-ELLEN COPLAND AND DAYNA ROACH

Plaintiffs

and

HER MAJESTY THE QUEEN

Defendant

ORDER

WHEREAS this motion was made by the Plaintiffs, on consent, pursuant to the *Federal Courts Rules*, SOR/98-106;

AND UPON READING the Plaintiffs' motion record and supplemental motion record and the Defendant's motion record;

IT IS ORDERED that:

1. For the purpose of settlement, this action is certified as a class proceeding against the

Defendant, Her Majesty the Queen.

2. The Class is defined as:

Primary Class Members: all current and former living Municipal Employees, Regional District Employees, employees of non-profit organizations, volunteers, Commissionaires, Supernumerary Special Constables, consultants, contractors, public service employees, students, members of integrated policing units and persons from outside agencies and police forces who are female or publicly identify as female and who were supervised or managed by the RCMP or who worked in an RCMP controlled workplace during the Class Period, excluding individuals who are primary class members in *Merlo and Davidson v. Her Majesty the Queen*, Federal Court Action Number T-1685-16 and class members in *Ross, Roy, and Satalic v. Her Majesty the Queen*, Federal Court Action Number T-370-17 or *Association des membres de la police montée du Québec inc., Gaétan Delisle, Dupuis, Paul, Lachance, Marc v. HMTQ*, Quebec Superior Court Number 500-06-000820-163. The Class Period is September 16, 1974 to the date the Court certifies the action as a class proceeding.

Secondary Class Member: any Child or Spouse of a Primary Class Member who has a derivative Claim, in accordance with applicable family law legislation.

3. The following definitions apply for the purpose of determining who is a Secondary Class

Member:

Child: a natural or legally adopted child of the Primary Class Member, or a person for whom the Primary Class Member has custody under a court order or domestic contract, or a person toward whom the Primary Class Member has demonstrated a settled intention to treat as a child of her family, except under an arrangement where the child is placed for valuable consideration in a foster home by a person having lawful custody;

Spouse:

- a. Either of two persons who are currently married to each other or who have together, in good faith on the part of a person relying on this clause to assert any right, entered into a marriage that is voidable or void, and are living together; or
- b. Either of two persons who are not married to each other and who Cohabit; and

Cohabit: to live together in a conjugal relationship outside marriage for a period of not less than three years, or in a relationship of some permanence, if the cohabiting individuals are the natural or adoptive parents of a child.

- Cheryl Tiller, Mary-Ellen Copland and Dayna Roach are appointed as the Representative Plaintiffs for the Class.
- 5. The Representative Plaintiffs allege, on behalf of the Class, that the Defendant was negligent and in breach of the *Canadian Charter of Rights and Freedoms*, the *Charter of Human Rights and Freedoms* and the *Civil Code of Quebec* in failing to ensure that Primary Class Members could work in an environment free of gender and sexual orientation based harassment and discrimination.
- 6. The Class claims the following relief:
 - a. general damages;
 - b. special damages;
 - c. exemplary and punitive damages;
 - d. damages pursuant to the *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;
 - e. punitive damages pursuant to the *Charter of Human Rights and Freedoms*, CQLR
 c C12 and the *Civil Code of Quebec*, CQLR c C-1991;
 - f. damages equal to the costs of administering the plan of distribution;
 - g. damages pursuant to the *Family Law Act*, RSO 1990 c F-3 and comparable legislation in other provinces and territories;
 - h. pre-judgment and post-judgment interest; and
 - i. costs.
- 7. The following issue is certified as a common question of law or fact: Is the Defendant liable to the class?

- 8. Klein Lawyers LLP and Higgerty Law are appointed as Class Counsel.
- 9. KCC LLC and RicePoint Administration are appointed as the Notice provider.
- 10. The long form Notice of Certification and Settlement Approval Hearing is approved substantially in the same form and content as attached as Schedule A. It will be available in both English and French.
- 11. The publication Notice of Certification and Settlement Approval Hearing is approved substantially in the same form and content as attached as Schedule B. It will be available in both English and French.
- 12. KCC LLC and RicePoint Administration will distribute the Notice of Certification and Settlement Approval Hearing substantially in the manner set out in the Notice Plan attached at Schedule C.
- 13. The Defendant will pay KCC LLC and RicePoint Administration the cost of distributing the Notice of Certification and Settlement Approval Hearing in accordance with the Notice Plan, up to a maximum of \$250,000.
- 14. The Opt Out Form is approved substantially in the same form and content as attached at Schedule D. The Opt Out Form will be available in English and French.
- 15. Class Members may opt out of the class proceeding by delivering a complete, signed Opt Out Form to Klein Lawyers at the addresses stated in the Opt Out form by no later than 70 days following this Court's approval of the Notice Plan.
- 16. For the purpose of facilitating notice and to assist in Class Member verification, Canada is required to prepare and provide to KCC LLC and RicePoint Administration, the Assessor and the Administrator a list of potential Primary Class Members who have ever had a Human Resources Management Information System ID with the RCMP and, for

Primary Class members for whom current RCMP email address information is available, their email addresses.

- a. Assessor for the purposes of paragraph 16 means the retired jurist or jurists agreed upon by the parties to assess claims to the settlement; and
- b. Administrator for the purposes of paragraph 16 means the company chosen by the parties to administer the settlement.
- 17. For reasons of privacy and efficiency, the addresses for the representative plaintiffs need only refer to the address of Class Counsel.
- No costs are payable on this motion for certification in accordance with Rule 334.39 of the *Federal Courts Rules*.

"Michael L. Phelan"

Judge

SCHEDULE A

NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL HEARING

RCMP Gender and Sexual Orientation Based Harassment and Discrimination Class Action

Did you experience gender or sexual orientation-based harassment or discrimination while working with the RCMP?

If you are a female or identify as a female and work or volunteer with the RCMP now or did so in the past, this notice may affect your legal rights. Please read it carefully.

A class action lawsuit was initiated by Cheryl Tiller, Mary-Ellen Copland and Dayna Roach against Canada alleging gender and sexual orientation-based harassment and discrimination within the Royal Canadian Mounted Police ("RCMP" or "Defendant"). The RCMP, while not admitting liability, has agreed to a settlement of this lawsuit. A Federal Court class action has been certified on consent for the purpose of settlement.

Who is Eligible for the Proposed Settlement?

You are eligible to participate in the settlement, if you are a member of the class as defined below and have experienced gender or sexual orientation based harassment or discrimination while working or volunteering with the RCMP. The class is defined as:

Primary Class Members: current and former living Municipal Employees, Regional District Employees, employees of non-profit organizations, volunteers, Commissionaires, Supernumerary Special Constables, consultants, contractors, public service employees, students, members of integrated policing units and persons from outside agencies and police forces who are female or publicly identify as female and who were supervised or managed by the RCMP or who worked in an RCMP controlled workplace during the Class Period (defined as September 16, 1974 to **** ___, 2019)

*Excluded from the class are individuals who are primary class members in Merlo and Davidson v. Her Majesty the Queen, Federal Court Action Number T-1685-16 and class members in Ross, Roy, and Satalic v. Her Majesty the Queen, Federal Court Action Number T-370-17 or Association des membres de la police montée du Québec inc., Gaétan Delisle, Dupuis, Paul, Lachance, Marc v. HMTQ, Quebec Superior Court Number 500-06-000820-163.

Secondary Class Members: any Child or Spouse of a Primary Class Member who has a derivative Claim, in accordance with applicable family law legislation.

The Terms of the Proposed Settlement

The settlement provides six levels of compensation ranging from \$10,000 to \$220,000 for Primary Class Members who experienced gender or sexual orientation-based harassment or discrimination while working or volunteering with the RCMP during the Class Period. Compensation is also available for Secondary Class Members where the Primary Class Member's Claim is assessed at either of the two highest severity levels.

Your Right to Opt-Out of the Settlement

If you <u>do not</u> wish to participate in the class action and proposed settlement because you wish to retain the right to pursue an individual action, you must mail or deliver by hand a signed Opt-Out Form to Klein Lawyers LLP received or postmarked no later than ******, 2019:

> Klein Lawyers LLP Attn: Whitney Santos 1385 West 8th Avenue, Suite 400 Vancouver, BC V6H 3V9

If you opt-out, you will <u>not</u> be included in this lawsuit, you will <u>not</u> be bound by the Court's judgement on the settlement, and you will <u>not</u> be eligible for settlement compensation. File an Opt-Out Form only if you wish to retain the right to pursue an individual action. The Opt-Out Form can be obtained from Class Counsel and is available on Class Counsel's websites and at rempsettlement.ca.

If you have an ongoing lawsuit or other claim for compensation with respect to gender or sexual orientationbased harassment or discrimination you experienced while working or volunteering with the RCMP, and you wish to participate in the proposed class action settlement, you must discontinue your lawsuit or other claim before ****, 2019. If you do not, you will be deemed by s. 334.21(2) of the *Federal Courts Rules* to have opted out of *this* class action. Contact your lawyer to discuss your options.

The Approval Hearing and Your Right to Participate

A motion to approve the settlement is scheduled to be heard on October 17, 2019 at 9:30 am at the Federal Court in Vancouver, British Columbia at 701 West Georgia Street. Class Counsel will also ask the Court to approve an award of fees and disbursements for their work in achieving the settlement.

If you agree with the proposed settlement, you do not have to do anything at this time. If the Court approves the settlement, a notice will be published setting out the procedures for submitting a Claim to the settlement.

If you disagree with the proposed settlement, you have the right to object. To object, you must mail or deliver by hand a letter to either Klein Lawyers LLP or Higgerty Law at their addresses below. Your objection must be received by Class Counsel by *****, 2019. Your letter must include your name, contact information, and a brief statement of the nature and reasons for your objection.

If you are a Class Member, you have the right to participate in the approval hearing by attending the hearing and requesting to speak either in favour or against the settlement or the fees being sought by Class Counsel. The Court may make orders as to the manner, timing and duration of any Class Member submissions at the hearing. If you are a Class Member and wish to participate in the hearing, please contact either Klein Lawyers LLP or Higgerty Law by mail or email at their addresses below and state your intention to participate in the hearing.

What are the Financial Consequences?

If you remain a Class Member and the settlement is approved by the Court, you will be bound by the terms of the settlement and you will be eligible to file a Claim for compensation. If you opt-out of the settlement and the settlement is approved by the Court, you will <u>not</u> be bound by the terms of the settlement and you will <u>not</u> be eligible to file a Claim for compensation.

The Defendants have agreed to pay Class Counsel's disbursements and are making a contribution toward class counsel fees. Class Counsel will request a further class counsel fee of 15% plus applicable sales tax payable from the compensation awarded to class members under the settlement. The award of class counsel fees is subject to court approval. If approved, 15% of the compensation awarded to Class Members will be deducted from payments to Class Members and paid to Class Counsel as a contribution toward class counsel fees.

Want More Information?

To obtain a copy of the settlement agreement and the applicable schedules contact Class Counsel at the addresses below.

Klein Lawyers LLP

Whitney Santos wsantos@callkleinlawyers.com 1385 West 8th Avenue, #400 Vancouver, BC V6H 3V9 www.callkleinlawyers.com

Higgerty Law

Connie Luong info@higgertylaw.ca Millennium Tower, Main Floor 101, 440 2nd Avenue SW Calgary, AB T2P 5E9 www.higgertylaw.ca

SCHEDULE B

NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL HEARING

Did you experience gender or sexual orientation-based harassment or discrimination while working with the RCMP?

On June X, 2019 the Federal Court (Canada) certified a class action concerning allegations of gender and sexual orientation-based harassment and discrimination of women working or volunteering with the Royal Canadian Mounted Police ("RCMP"). The settlement provides for six levels of compensation ranging from \$10,000 to \$220,000.

Who is Eligible for the Proposed Settlement? Women who experienced gender or sexual orientation- based harassment or discrimination while working or volunteering with the RCMP during the Class Period (September 16, 1974 to *****, 2019).*

***Primary Class Members" means current and former living Municipal Employees, Regional District Employees, employees of non-profit organizations, volunteers, Commissionaires, Supernumerary Special Constables, consultants, contractors, public service employees, students, members of integrated policing units and persons from outside agencies and police forces who are female or publicly identify as female and who were supervised or managed by the RCMP or who worked in an RCMP controlled workplace during the Class Period, excluding individuals who are primary class members in Merlo and Davidson v. Her Majesty the Queen, Pederal Court Action Number T-1685-16 and class members in Ross, Roy, and Satalic v. Her Majesty the Queen, Federal Court Action Number T-370-17 or Association des membres de la police montée du Québec inc., Gaétan Delisle, Dupuis, Paul, Lachance, Marc v. HMTQ, Quebec Superior Court Number 500-06-000820-163.

The Approval Hearing and Your Rights

A motion to approve the settlement is scheduled to be heard on October 17, 2019 at 9:30 am at the Federal Court, Vancouver, BC at 701 West Georgia Street. You may object to the proposed settlement by *****, 2019. You may opt-out of the proposed settlement by ******, 2019.

For detailed information on how you can participate in the hearing, object to the settlement or opt out of the settlement, visit rcmpsettlement.ca or contact Class Counsel at the below email addresses.

More Information?

For complete details on the proposed settlement, the fees being sought by counsel, opting out and objecting to the settlement, visit rempsettlement.ca or contact Class Counsel:

> Klein Lawyers LLP www.callkleinlawyers.com wsantos@callkleinlawyers.com

> > Higgerty Law www.higgertylaw.ca info@higgertylaw.ca

SCHEDULE C





RCMP Harassment, Government of Canada 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: Ross v. Her Majesty the Queen, No. T-370-17 (Fed.CL); Brown v. The Attorney General of Canada (Ont. S.C.J.), No. cv-09-00372025; Anderson v. The Attorney General of Canada, No. 2007 01T4955CP (Sup. Ct. NL) and No. 2008NLTD166 (Sup. Ct. NL); and In re Residential Schools Liftig., No. 00-CV-192059 (Ont. S.C.J.).

Case Analysis

The following known factors were considered when determining our recommendation.

- It is our understanding that there are approximately 41,200 Class Members located throughout Canada, including large cities and rural areas.
- 2. There are 154 municipalities with Municipal Police Service Agreements.
- The majority of Class Members are believed to reside in the provinces of British Columbia and Alberta and in Ottawa, Ontario.
- Almost all Class Members are over the age of 18, and the majority of Class Members are between the ages of 35 and 64.
- A reasonable effort cannot identify and locate Class Members; therefore, Class Members must be reached through a consumer media campaign.
- Effective reach and notice content is vital to convey the importance of the information affecting Class members' rights.

Objective

Notice has been designed to inform Class Members of: 1) the certification of the action as a class proceeding; 2) their right to opt out of the Class; 3) basic details about the proposed settlement; 4) details about legal fees being sought by Class Counsel; 5) the date of the upcoming settlement approval hearing; and 6) Class Members' right to object to the settlement and fees.

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

Primary Class Members are defined as: current and former living Municipal Employees, Regional District Employees, employees of non-profit organizations, volunteers, Commissionaires, Supernumerary Special Constables, consultants, contractors, public service employees, students, members of integrated policing units and persons from outside agencies and police forces who are female or publicly identify as female and who were supervised or managed by the RCMP or who worked in an RCMP controlled workplace during the Class Period, excluding individuals who are primary class members in *Merto and Davidson v. Her Majesty the Queen*, Federal Court Action Number T-1685-16 and class members in *Ross, Roy, and Satalic v. Her Majesty the Queen*, Federal Court Action Number T-370-17 or *Association des members de la police montée du Québec inc., Gaétan Deliste, Dupuls, Paul, Lachance, Marc v. HMTQ, Quebec Superior Court Number 500-06-000820-163. The Class Period is September 16, 1974 to XX [the date the Court certified this action as a class proceeding].*





Affected Municipalities

There are 154 municipalities throughout Canada with Municipal Police Service Agreements, and therefore affected by the litigation.

Province/Territory	Affected Municipalities	% of Total
Alberta	45	29.22%
British Columbia	65	42.21%
Manitoba	22	14.29%
New Brunswick	7	4.55%
Nova Scotia	5	3.25%
Prince Edward Island	2	1.30%
Saskatchewan	8	5,19%
TOTAL	154	100.00%

Together, the provinces of Alberta and British Columbia contain the vast majority (over 70%) of affected municipalities. The media therefore emphasizes outreach to those provinces, while still offering broad, national coverage.

Target Analysis

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

Select Characteristics of Canada's Population

POPULATION

As of July 1, 2018, there are approximately 29,882,742 Canadian adults 18 years of age or older (Adults 18+).¹ Females comprise 50,7% of the population of Adults 18+ with a total Female Adult 18+ population of 15,143,845, while males make up 49,3% of Adults 18+.

Age	Total Canada	Male	Female
15 to 19 years	2,106,893	1,082,667	1,024,226
20 to 24 years	2,437,542	1,271,388	1,166,154
25 to 29 years	2,573,476	1,324,764	1,248,712
30 to 34 years	2,550,512	1,288,341	1,262,171
35 to 39 years	2,514,450	1,250,324	1,264,126
40 to 44 years	2,378,927	1,176,696	1,202,231
45 to 49 years	2,405,692	1,195,595	1,210,097

Canadian Population by Age/Sex 18+

¹ Statistics Canada, Table 17-10-0005-01, Population estimates on July 1st, by age and sex, Last modified March 6, 2019.



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Median Age	40.8	39.7	41.8
18 years and over	29,882,742	14,738,897	15,143,845
100 years and over	9,968	1,774	8,194
95 to 99 years	69,827	17,143	52,684
90 to 94 years	237,609	76,792	160,817
85 to 89 years	504,086	199,768	304,318
B0 to 84 years	765,850	336,986	428,864
75 to 79 years	1,109,870	515,927	593,943
70 to 74 years	1,625,256	779,411	845,845
65 to 69 years	2,035,754	988,337	1,047,417
60 to 64 years	2,456,212	1,207,653	1,248,559
55 to 59 years	2,726,152	1,354,975	1.371,177
50 to 54 years	2,578,047	1,285,508	1,292,539

In the key provinces of British Columbia and Alberta, the ratios between age and sex remain largely consistent with the total Canadian population. Females comprise 50.9% of the population of Adults 18+ in British Columbia and 49.9% of Adults 18+ in Alberta. However, this number dips when scrutinizing the millennial population, as females tend to make up larger percentages of an aging population. Women only make up 48.6% of adults 18-34 years of age in British Columbia, and 48.7% in Alberta.

	British C	olumbia	Alberta	
Age	Total	Female	Total	Female
15 to 19 years	278,449	135,095	251,337	122,387
20 to 24 years	326,304	155,213	274,313	132,121
25 to 29 years	348,003	169,757	326,082	158,359
30 to 34 years	355,796	175.642	355,630	175,105
35 to 39 years	337,164	169,537	342,125	170,215
40 to 44 years	310,564	158,748	302,367	149,519
45 to 49 years	336,228	173,138	281,502	137,680
50 to 54 years	352,933	180.666	272,966	134,245
55 to 59 years	374,912	191,674	284,634	141,754
60 to 64 years	347,541	179.280	249,951	124,418
65 to 69 years	297,853	153,558	187,836	95,170
70 to 74 years	234,106	120,729	138,728	71,993
75 to 79 years	157,411	82,056	92,822	49,58
80 to 84 years	107,811	58,186	64,279	35,795

Population by Province and Age/Sex 18+



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18 to 34 years	1,141,483	554,650	1,056,560	514,540
18 years and over	4,113,550	2,093,033	3,341,787	1,667,694
100 years and over	1,537	1,213	855	699
95 to 99 years	10,354	7,565	5,526	4,147
90 to 94 years	33,097	21,578	19,263	12,773
85 to 89 years	70,556	40,455	42,373	25,158

Proposed Notice Strategies

The Notice Plan consists of a combination of notice placements in a leading consumer magazine, zoned editions of a leading commuter newspaper, and on a variety of websites, including the social media platforms Facebook, instagram, and YouTube. Activity also includes the distribution of a national press release, notice placements in local newspapers and foreign language publications, and an organizational outreach to municipalities and unions.

The Notice Plan has been designed to reach a minimum of 85% of women 18 years of age or older throughout Canada through the measurable media efforts alone. It is anticipated that non-measurable media efforts will substantially increase reach.

Reach will be further enhanced and extended by the non-measurable media and outreach efforts.

Proposed Notice Tactics

Following is a summary of the recommended notice tactics.

> Newspapers:

Mainstream Newspapers: An approximate quarter-page notice will appear once in mainstream newspapers covering Ottawa, Calgary, and Edmonton, and twice in a mainstream Vancouver newspaper.

OTTAWA CITIZEN

Ottawa Citizen

Circulation: 75,898

o Audience

- Women 18+: 93,000
- Women 18-34: 20,000
- Women 35+: 73,000

CALGARY HERALD

Calgary Herald

- o Circulation: 71,133
- o Audience
 - Women 18+: 105,000
 Women 18-34: 27,000
 - Women 18-34: 27,000
 Women 35+: 78,000
 - women 35+, 78,000



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EDMONTON JOURNAL

➢ Edmonton Journal o Circulation: 58,634

o Audience: 222,000

- Women 18+: 100,000 ٠
- . Women 18-34: 21,000
- Women 35+: 79,000 ٠



> The Province

- Circulation: 123,935
- Audience
 - . Women 18+; 188,000 .
 - Women 18-34: 35,000
 - Women 35+: 153,000 .
- Commuter Newspapers An approximate half-page notice will appear once in the major 2 centers of the provinces where most Class Members reside (British Columbia and Alberta). These include the Vancouver, Calgary, and Edmonton editions of the free daily commuter newspaper, StarMetro, and as a double-size notice in Coffee News.

STAR METRO V cn

- Star Metro Vancouver 3
- Daily Print Readers. 287,000
 - Gender Split
 - 58% Male
 - 42% Female
 - Age Breakdown
 - 18-34: 100,000 .
 - 18-49: 175,000
 - 25-34: 61,000
 - 25-49: 137,000
 - 35-49: 76,000
 - 50-64: 60,000
 - 35+: 187,000
 - 65+: 51,000

STAR METRO (Star Metro Calgary Daily Print Readers: 121,000 Gender Split

60% Male

Proprietary & Confidential

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40% Female

a Age Breakdown

- 18-34: 36,000
- 18-49: 58,000
- 25-49: 47,000
- 35-49: 22,000
- 50-64: 37,000
- 35+ 85,000
- 65+: 26,000

STAR METRO EDMONTON

- Star Metro Edmonton
 - Daily Print Readers: 119,000
 - Gender Split

0

- 54% Male
- 46% Female
- Age Breakdown
 - 18-34 33,000
 - 18-49: 57,000
 - 25-49.42,000
 - 35-49: 24,000
 - 50-64: 35,000
 - 35+: 86,000
 - 65+: 27,000



Coffee News is Canada's premier paper that patrons can pick up at their favourite
restaurant, coffee shop, waiting room, reception area, doctor's office and anywhere
else they wait for service. Each edition of Coffee News is customized for its
community and contains 32 advertisements for small and medium-sized businesses
in the local community it is distributed in Local editions are published by an
entrepreneur with a passion for community involvement.

The Short Form Notice will be published once in approximately 77 zoned editions covering areas with affected municipalities.

Editions include: St. Albert, Stony Plain, Spruce Grove, Leduc and Nisku, Vegreville and Mundare, Cold Lake, St. Paul, Drayton Valley, Whitecourt (including Fox Creek). Fort Saskatchewan (including Lamont and Bruderheim), Bonnyville Westlock, Edson, Hinton, Grande Prairie, Peace River, Slave Lake, Lloydminster, Beaumont, Devon, Wetaskiwin, Ponoka, Canmore, Cochrane, Chestermere and Strathmore, Airdrie, Okotoks, High River, Lacombe (includes Blackfalds), North Red Deer, Central Red Deer, South Red Deer, Sylvan Lake (includes Bentley), Innisfail and Olds (includes Bowden, Sundre and Spruceview), North and Coaldale, Trochu, Three Hills, Hanna and Drumheller, Rocky Mountain House (includes Eckville, Leslieville and Caroline), Swift Current, Steinbach and area, Stonewall and area,

Proprietary & Confidential

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Oromocto, Hampton/Quispamsis, Cornwall, South Windsor, East Windsor, Central Windsor, Port Alberni, Parksville/Qualicum, Cowichan Valley/Ladysmith, Chilliwack, South Okanagan, Summerland, Penticton, Cranbrook, Surrey (Cloverdale), Surrey (Guidford), Surrey (Fleetwood), Whalley/Surrey Centre, South Surrey (White Rock), Maple Ridge East, Maple Ridge West, North Langley, South Langley, Richmond, Downtown Kelowna, North Kelowna, West Kelowna and Peachland, Burnaby (North), Burnaby (Central), Burnaby (South), Comox Valley, Campbell River, North Vancouver (East), North Vancouver (West), Coquitiam, Port Coquitiam, and Squamish.

Coffee News consists of mostly female readers (66%) between 35-54 years old.

- Local Newspapers: A Short Form Notice will be placed once in approximately 100 local newspapers in each of the 154 municipalities containing one or more affected RCMP location. A single newspaper may provide coverage in one or municipality. Utilizing local newspapers will help provide coverage in medium and small rural areas. A list of local newspapers including the province and municipality they cover is attached as Schedule A
- Foreign/Cultural Publications: A Short Form Notice will be placed in freely-distributed foreign and ethnic-focused community publications in the provinces/territories of affected RCMP locations, particularly in British Columbia, Alberta and Ottawa. The Short Form Notice will appear as approximate quarter-page broadsheet or half-page tabloid ad unit in French or English, as all Class Members speak at least one of those languages. The community papers are generally available free of charge and distributed in community centers, places of worship, transit centers, businesses, etc., in neighborhoods featuring high concentrations of each respective ethnic group (e.g., Chinese, Filipino, and/or South Asian publications), or targeting Chinese, Filipino, and/or South Asian communities in and around those municipalities.

Publications include Desi Today, The Asian Star, Asian Pacific Post, South Asian Post, The Filipino Post, Sach Di Awaaz, Philippine Canadian Inquirer, The Link, Filipino Journal, and Philippine Showbiz News. These publications were selected due to their high circulation, print language, female-oriented audiences, and other important factors. For example, Desi Today is Canada's first South-Asian news magazine delivered doorto-door, Asian Pacific Post is an energetic urban publication and the only Englishlanguage Chinese publication in British Columbia, South Asian Post is the largest circulation publication in the Indo-Canadian market, The Filipino Post is the largest circulation newspaper for the Filipino community, Philippine Journal is the oldest Filipino publication in British Columbia, Philippine Canadian Inquirer is the largest and only Filipino-Canadian newspaper distributed weekly all over Canada, and The Link is oldest newspaper for the Indo-Canadian community in Lower Mainland Vancouver.

Digital Media

- Networks and Social Media: To further extend reach, we recommend purchasing over 37 million English- and French-language internet impressions over a 60-day period. The digital media notices will be layered and targeted to a variety of women based on age, geographic location, interests, and online behaviors. All digital notices will include an embedded link to the case website.
 - Women 35+ approximately 23 7M impressions will be distributed in English and French to women 35 years of age or older nationwide, with an emphasis in British Columbia and Alberta. The digital notices will be distributed via the Google Display Network and via the Facebook platform, and will include additional targeting to reach users whose online





behavior indicates an interest in the RCMP, law enforcement, government and public sector jobs, government agencies, nonprofit organizations, volunteering, or who work as government employees or in administration services.

Google Display Network

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 and apps, including
some of the most-visited websites and most recognizable properties on the entire
internet.

facebook.

- Facebook is the largest social media platform in terms of both audience size and engagement.
- 6 Female Millennials (Women 18-34) approximately 12.3M impressions will be distributed in English and French to women 18-34 years of age nationwide, with an emphasis in British Columbia and Alberta. The digital notices will also be distributed via Instagram and YouTube, as well as on a variety of websites that index highly among millennial females.



 Instagram is a free, online photo-sharing app and social networking platform owned by Facebook boasting a global community of over one billion users. It allows users to edit and upload photos and short videos.

YouTube

YouTube is the most popular video website on the internet. It is a video sharing
website that allows users to watch videos, as well as upload their own videos and
share them with friends, family and the world. YouTube visitors watch approximately
6 billion hours of videos each month. YouTube is owned by Google and is currently
the second-largest search engine.



Custom website list will be used to provide notice on websites that index highly
among millennial females, such as celebrity gossip and entertainment, fitness,
fashion and style sites.





- Informational Press Release: An informational press release will be distributed 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. 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.
- Municipality Outreach/Individual Notice: All 154 municipalities with municipal police service agreements will be mailed a one-page Summary Notice, in both English and French. The mailing will also include a detailed cover letter that requests voluntary assistance in the distributing the Notices to potential Class Members by issuing the Notice by mail or email and posting it in a highly visible high-trafficked area. Additionally, the oover letter will instruct the municipalities to go to the settlement website to obtain additional information, print additional Summary Notices and Posters, and obtain claims administration contact information to request specific forms of Notice or oreative for use on websites, social media, etc. A list of the 154 municipalities is attached as Schedule B.
- Union Outreach: The Canadian Union of Public Employees (CUPE) is Canada's largest union, with over 680,000 members across the country. CUPE represents workers in health care, emergency services, education, early learning and child care, municipalities, social services, libraries, utilities, transportation, airlines and more.

All 67 CUPE office locations will be mailed a one-page Summary Notice, in both English and French. The mailing will also include a detailed cover letter that request their voluntary assistance in the distributing the Notices to potential Class Members by providing the Notice to its current and former members by mail or email and posting it in a highly visible, high-trafficked area. Additionally, the cover letter will instruct the CUPE offices to go to the settlement website to obtain additional information, print additional Summary Notices and Posters, and obtain claims administration contact information to request specific forms of Notice or creative for use on websites, social media, etc. A list of the 67 CUPE office locations is attached as **Schedule C**.

Individual Notice: The Government of Canada has agreed to post the Summary Notice, in English or French as appropriate, in each affected RCMP detachment location. In addition, Canada will prepare and provide KCC/Ricepoint with a list of potential Primary Class Members who have ever had a Human Resources Management Information System ID with the RCMP, and for Primary Class members for whom current RCMP email address information is available, their email addresses. KCC/Ricepoint will provide Notice by email to the email addresses provided, including a link to the long form Notice and an embedded link to Class Counsel's websites for more information.

Providing individual Notice to Class Members through active RCMP email addresses will ensure individual notice is distributed where possible. Individual notice is the preferred method of notice because it provides information directly to Class Members.

Additionally, posting the Notice in municipalities and through the Canadian Union of Public Employees, as detailed above, will also be an effective form of Notice in this case. Posting the Notice in visible and highly-trafficked areas throughout offices where Class Members are employed allows for a greater opportunity for it to reach its intended audience and to be seen and read. It also allows for word-of-mouth promotion as Class Members involved in cases such as this tend to speak to each other about the Notice and share it with other Class Members who may or may not be the same office and may or may not be currently employed in an affected RCMP detachment.



RICEPOIN A Computershare company.

Media Costs for Notice Program (per Phase)

Media Type	Cost (CAD)*	
Commuter Newspapers	\$17,930	
Mainstream Newspapers	\$21,011	
Digital Media	\$89,500	
Press Release	\$1,980	
Foreign/Cultural Publications	\$9,456	
Local Newspapers	\$80,588	
Municipality Outreach	Included in Administration estimate	
Individual Email Notice	Included in Administration estimate	
Union Outreach	Included in Administration estimate	
French Translation	Included in Administration estimate	
Professional Services	\$6,000	

¹⁴Al prices are based on best estimates and valid for 30 days "Tax not included ""Al media placements subject to final review and approval by the vendor

Schedule A

Province	Municipality	Newspaper	Circulation
	Airdire Chestermere Cochrane High River Okotoks		
Alberta	Strathmore	Calgary Herald	
Alberta	Banff Canmore	Rocky Mauntain Outlaak	9,500
Alberta	Brooks	Brooks Bulletin Weekend Regional	7,31
Alberta	Coaldale	The Sunny South News	4,00
Alberta	Bonnyville Cold Lake	The Cold Lake Sun	6,17
Alberta	Drayton Valley	The Drayton Valley Western Review	1.800
Alberta	Drumbeller	The Drumheller Mail	TBC
Alberta	Edson	The Edson Leader	4.30
Alberta	Grande Prairie	The Peace Country Sun	11,185
Alberta	Histor	The Hinton Parklander	3,978
Alberta	Lloydminster	Meridian Source	15.006
Alberta	Peace River	Peace River Gazette	809
Alberta	Pencisa	Ponoka News	5.661
			10,000 daily
Alberta	Redcliff	CHAT News Today	Usen
Alberta	Blackfalds Innisfail Olds Red Deer	Red Deet Advacate	8.51
Alberta	Rocky Mountain House	The Mountaineer	3.600
Alberta	Slave Lake	Lakeside Leader	1,33
Alberta	Base Larke Beaumont Devon Fort Saskstohewan LeDuo Morrindia Spruce Grove St. Albert Stony Plain Strathcona County Wetsskiwn	Edmonton Journal	
Alberta	St. Paul	St. Paul Journal	3,600
Alberta	Stettler	Stettler Weekender	5,442
Alberta	Sylvan Lake	Sylvan Lake News	5,586
Alberta	Vegreville	Visgreville News Advertiser	11,257
Alberta	Wainwright	Star-Edge News	4,69
Alberta	Town of Westlock	Weshock News	3,500
Alberta	Whitecourt	The Whitecourt Star	
Alberta	Wood Buffalo	Fort McMurray Today	17,00

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	-	-	1.00	 -	A
-	C	16	-0	e	PA
-	-		-	 -	

Province	Municipality	Newspaper	Circulation
er de last	Burnaby		
	Chillwack		
	Coquitiam		
	District of North Vancouver		
	Hope		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	Langley	a second second second second	
	Maple Ridge		THE REPORT OF
	Mission		
	North Vancouver City		
	Pitt Meadows	10000000000000000000000000000000000000	
	Port Coguittam		
	Richmond		
	Squamish	The second se	IN A COLD
	Surray		
	Township of Langley	and the set of the set of the	
British Columbia	Whistler White Rock	The Province	
	A PROPERTY OF COMPANY		
British Columbia	Campbell River	Campbell River Mirror	16,88
British Columbia	Castingar Colwood	Castlegar News	6,896
British Columbia	Langford	Goldstream News Gazette	17,856
	Comox	Contraction of the contraction	
British Columbia	Courtenay	Comox Valley Report	21,640
British Columbia	Cranbrook	Crambrook Townsman	1,586
Driteri Golundia	Crandition	Greeneroom (Gwitather)	1,000
British Columbia	Creston	Creaton Valley Advance	2,430
British Columbia	Dawson Creek	Dawson Creek Mirror	9.385
British Columbia	Femie	The Free Press	5,985
British Columbia	Fort St. John	Pipeline News North	11.600
2010/02/22	A CONTRACTOR OF	A STREET, SOUTH AND STREET, SO	
British Columbia	Kamloops Kelowna	Kamloops This Week	29,682
British Columbia	West Kelowna	Kelowna Capital Newa	43,460
British Columbia	Kent	Agassiz-Hamison Observer	2.816
Brear Countral	NH B	Allassie mension coserver	2,010
No many ser	1216 114	2010 00 2010 00	973
British Columbia	Kimberley	Kimberley Bulletin	943
British Columbia	Kitimat	Kitunat Northern Sentinel	822
British Columbia	Ladyamith	Ladysmith Chronicle	4,116
British Columbia	Lake Country	Winfield Lake Country Calendar	4,200
British Columbia	Merritt	Morritt Horald	6,092
British Columbia	Nanaimo	Nanaimo News Builetin	31,786
Ballink Calminkin	Doub Couldhan	Ourses Couldan Made Char	21,276
British Columbia	North Cowichen North Saanich	Duncan Cowichan Vaday Citizen	21,270
British Columbia	Sidney	Peninsula News Review	14,753
British Columbia	Osoyoos	Osoyoos Times	2.200
	Parksville	Construction of the second	
British Columbia	Qualicum Beach	Parksville Qualicum News	16,656
British Columbia	Peachiand	Peachland View	2,796
Service of the	I MAN THE REAL PROPERTY OF	and the second	
British Columbia	Penticton	Peollicton Western News	21,848
	Port Alberni	Alberni Valley News	9,349
British Columbia	Photos I fills also	Decord Divise Deck	7 2 2 2
British Columbia British Columbia	Powell River Prince George	Powell River Peak Prince George Cilizen	7,570

Schedule A

Province	Municipality	Newspaper	Circulation
British Columbia	Quesnel	Quesnei Cariboo Observer	5,67
British Columbia	Revelstoke	Revelstoke Times Review	1,80
British Columbia	Salmon Am	Salman Ann Observer	2,11
British Columbia	Sechelt	Coast Reporter	11.67
British Columbia	Smithers	Smithers Interfor News	2,72
British Columbia	Sooke	Socke News Mirror	5,77
British Columbia	Summerland	Summerland Review	1,30
British Columbia	Terrace	Terrace Standard	9,00
		Trail Times	2,60
British Columbie Traf Armstrong Coldstream Spatumcheen		Vanan Maning Star	28.28
British Columbia	Vemon		
British Columbia	View Royal	Victoria News	24,510
British Columbia	Williams Lake	Williams Lake Weekend Advisor	9,060
	Boausejour	A CALL REPORT OF A CALL REPORT	100
Manitoba	Pinawa	The Olipper (Lac du Bonnet)	13,30
Manitoba	Boissevain	The Recorder	1,20
Manitoba	Carman	The Valley Leader	5,70
	Dauphin	Dauphin Herald	the second second second
	The Pas Roblin Russell	Opasquia Times Robin Review Russell Banner	100
Manitoba	Swan River	Swan Valley Star & Times	11.03
Manitoba	Flin Flon	Film Flon Reminder	1.27
Manitoba	Gimli	Interlake Spectator	10,59
Maniloba	Kilamey	The Guide	TBI
Manitoba	Minnedosa	The Minnedosa Tribune	1,77
Manitoba	Neepewa	Neepawa Barrier & Press	8.00
Manitoba	Portage La Prairie	The Graphic Leader/Daily Graphic	9.64
Manitoba	Selkirk	The Selkirk Journal	15,180
Manitoba	Souris	Souris Plandealer	700
Manitoba	Steinbach	The Canilon	4.43
			5,86
Manitoba	Stonewall	The Stonewall Argus & Tealon Times	0,00
STATE TO BE	Gilam	and the second of the second of the	No.
Manitoba	Thompson	Thompson Cilizen	3,80
Maniloba	Virden Bouctouche	Virden Empire-Advance	1,600
New Brunswick	Codiac	Acadia Nouvalla	19,553
New Brunswick	Campbeilton	Campbellton Tribune	1,904
New Brunswick	Hampton	Kings County Record	2.36
New Brunswick	Oromocto	The Telegraph Journal	21.90
New Brunswick	Sackville	Sackville Tribune-Post	1.61
New Brunswick	Saint Andrews	St. Croix Courier	2.90
Nova Scotia	Antiganish	The Casket	20,78
Nova Scotia	Pictou	The Advocate	3,500
Nova Scota	Windsor	Hants Journal/Valley Journal Advertiser	2,930
INDIA OCOCE	Sheburne	Lights Johnige versy Johnige Mayevilaer	6.80
Marine Caration		Tri County Vancuard	
Nova Scolia	Yarmouth Comwall	Tri-County Vanguard	3,63
Printing Printing Internet		The Chapterlan	
Prince Edward Island	Stratford	The Guardian	11,66
Saskatchewan	Humboldt	The East Central Recorder	13,00
Saskatchewan	Meadow Lake	Northern Pride	4,20
Saskatohewan	Melfort	Melfort Journal	21,76
Saskatchewan	North Battleford	The Battlefords Regional News-Optimist	13,70
Saskatchewan	Swift Current Martensville	The Southwest Booster	TBI
Saskatchewan	Wannah	Clark's Crossing Gazette	16,16

Schedule A

Municipality	Newspaper	Circulation
Yorkton	This Week Marketplace	19,975

Schedule B

List of Municipalities with Municipal Police Service Agreements

	British Co		
Armstrong	Kamloops	Parksville	Sooke
Burnaby	Kelowna	Peachland	Spalumcheen
Campbell River	Kent	Pentiction	Squamish
Castlegar	Kimberley	Pitt Meadows	Summerland
Chilliwack	Kitimat	Port Alberni	Surrey
Coldstream	Ladysmith	Port Coquitlam	Terrace
Colwood	Lake Country	Powell River	Township of Langley
Comox	Langford	Prince George	Trail
Coquitiam	Langley	Prince Rupert	Vernon
Courtney	Maple Ridge	Qualicum Beach	View Royal
Cranbrook	Merritt	Quesnel	West Kelowna
Creston	Mission	Revelstoke	Whistler
Dawson Creek	Naniamo	Richmond	White Rock
District of North Vancouver	North Cowichan	Salmon Arm	Williams Lake
Fernie	North Sannich	Sechelt	and the second second
Fort St. John	North Vancouver City	Sidney	
Норе	Osoyoos	Smithers	
	Alber	ta	
Airdrie	Drayton Valley	Olds	Strathcona County
Banff	Drumheller	Peace River	Strathmore
Beaumont	Edson	Ponoka	Sylvan Lake
Blackfalds	Fort Saskatchewan	Redcliff	Vegreville
Bonnyville	Grande Prairie	Red Deer	Wainwright
Brooks	High River	Rocky Mountain House	Strathmore
Canmore	Hinton	Slave Lake	Town of Westlock
Chestermere	Innisfail	Spruce Grove	Wetaskiwin
Coaldale	Leduc	St. Albert	Whitecourt
Cochrane	Lloydminster	St. Paul	Wood Buffalo
Cold Lake	Morinville	Stettler	
Devon	Okotokos	Stony Plain	
1999-1999 (M. 17)	Saskatch	And a second	Sectors of the sector
Humbolt	Meadow Lake	North Battleford	Warman
Martensville	Melfoft	Swift Current	Yorkton
	Manite	aba	AT THE REAL PROPERTY.
Beausejour	Gimli	Roblin	Swan River
Boissevain	Killarney	Russell	The Pas
Carman	Minnedosa	Selkirk	Thompson
Dauphin	Neepawa	Souris	Virden
Flin Flon	Pinawa	Steinbach	

Schedule B

Gillam	Portage La Prairie	Stonewall	
	New Bri	unswick	
Bouctouche	Codiac	Oromocto	Saint Andrews
Campbeliton	Hampton	Sackville	
		Scotia	
Antigonish	Shelburne	Windsor	Yarmouth
Pictou			
	Prince Edw		
Cornwall	Stratford		

Schedule C

List of Canadian Union of Public Employees Office Locations

Office	Street Address	City	Province	Zip
CUPE National Office	1375 St. Laurent Blvd	Ottawa	ON	K1G 0Z7
Alberta Regional Office	300-10235 124 Street NW	Edmonton	AB	T5N 1P9
Calgary Area Office	240N-3015 Fifth Avenue	Calgary	AB	T2A 6T8
Fort McMurray Area Office	120-9521 Franklin Avenue	For McMurray	AB	T9H 3Z7
Grande Prairie Area Office	101-10126 117 Avenue	Grand Prairie	AB	T8V 754
Lethbridge Area Office	102-3305 18 Avenue N	Lethbridge	AB	T1H 551
Medicine Hat Area Office	103-640 Kingsway Avenue SE	Medicine Hat	AB	T1A 2W9
Red Deer Area Office	250-5002 55th Street	Red Deer	AB	T4N 7A4
British Columbia Regional Office	6222 Willingdon Avenue	Burnaby.	BC.	V5H 0G3
Victoria Area Office	110-3550 Saanich Road	Victoria	BC	V8X 1X2
Comox Valley Area Office	6-204 North Island Highway	Courtenay	BC	V9N 3P1
Cranbrook Area Office	116-7th Avenue S	Cranbrook	BC	V1C 2J4
Fraser Valley Area Office	201-32615 South Fraser Way	Abbotsford	BC	V2T 1X8
Kelowna Area Office	303-1912 Enterprise Way	Kelowna	BC	V1Y 959
Nanaimo Area Office	603-495 Dunsmuir Street	Nanaimo	BC	V9R 689
Prince George Area Office	1505 Victoria Street	Prince George	BC	V2L 2L4
Terrace Area Office	3210 Emerson Street	Terrace	BC	V8G 2R8
Trail Area Office	206-1199 Bay Avenue	Trail	BC.	VIR 4A4
Manitoba Regional Office	703-275 Broadway	Winnipeg	MB	R3C 4M
Brandon Area Office	1911 Park Avenue	Brandon	MB	R78 447
Dauphin Area Office	121 First Street SW	Dauphin	MB	R7N 1M
Maritimes Regional Office	91 Woodside Lane	Fredericton	NB	E3C 0C5
Bathurst Area Office	970 Principale Street, Suite 1	Beresford	NB	E8K.2H6
Charlottetown Area Office	26 Paramount Drive	Charlottetown	PEI	C1E 0C7
Dalhousie Area Office	396 Renfrew Street	Dalhousie	NB	E8C 2K4
Edmundston Area Office	295 Power Road	Edmundston	NB	E3V 3L6
Moncton Area Office	113 Englehart Street	Dieppe	NB	E1A 8K2
Saint John Area Office	208 Lancaster Avenue	Saint John	NB	E2M 2KS
Atlantic Regional Office	271 Brownlow Avenue	Dartmouth	NS	838 1W
Corner Brook Area Office	17-50 Main Street	Corner Brook	NL	A2H 1C4
New Glasgow Area Office	115 Maclean Street	New Glasgow	NS	B2H 4M
St. John's Area Office	102-15 International Place	St. John's	NL	ALA OLA
Sydney Area Office	500 George Street	Sydney	NS	B1P 1K6
Yarthmouth Area Office	1C Second Street	Yarthmouth	NS	85A 1T4
Ontario Regional Office	80 Commerce Valley Drive E	Markham	ON	L3T 0B2
Barrie Area Office	Unit 619, 55 Cedar Pointe Drive	Barrie	ON	L4N 0B2
Cornwall Area Office	231 McConnell Avenue	Cornwall	ON	K6H 5R7
Hamilton Area Office	1700-21 King Street W	Hamilton	ON	L8P 4W7
Kenora Area Office	205-308 Second Street S	Kenora	ON	P9N 164
Kingston Area Office	615 Norris Court	Kingston	ON	K7P 289
Kitchener Area Office	204-1120 Victoria Street N	Kitchener	ON	N28 3T2
Lakehead Area Office	1159 Alloy Drive	Thunder Bay	ON	P78 6M

Schedule C

London Area Office	101-350 Oxford Street W	London	ON	N6H 1T3
Niagara Area Office	101-110A Hannover Drive	St. Catherines	ON	L2W 1A4
North Bay Area Office	120 Lakeshore Drive	North Bay	ON	P1A 2A8
Oshawa Area Office	104-419 King Street W	Oshawa	ON	L1J 2K5
Ottawa Area Office	1378 Triole Street	Ottawa	ON	K1B 3M4
Ottawa Valley Area Office	380 Isabella Street	Pembroke	ON	K8A 5T2
Peel Area Office	25 Watline Avenue, Suite 202	Mississauga		L4Z 2Z1
Peterborough Area Office	6-165 Sherbrooke Street	Peterborough	ON	K9J 2N2
Sault Ste. Marle Area Office	606-421 Bay Street	Saulte Ste. Marie	ON	P6A 1X3
Sudbury Area Office	205-888 Regent Street	Sudbury	ON	P3E 6C7
Timmins Area Office	124 Third Avenue	Timmins	ON	P4N 1C5
Windsor Area Office	414-3200 Deziel Drive	Windsor	ON	N8W 5A5
Quebec Regional Office	7100-565 Cremazie Boulevard E	Montreal	QC	H2M 2V9
Baie-Comeau Area Office	201-1041 De Mingan Street	Baie Comeau	QC	G5C 3W1
Hull Area Office	300-259 St. Joseph Boulevard	Hull	QC	J8Y 6T1
Quebec Area Office	200-5050 Des Gradins Boulevard	Quebec	QC	G2J 1P8
Rimouski Area Office	607-2 St. Germain Street E	Rimouski	QC	G5L 8T7
Rouyn-Noranda Area Office	2500-201 Du Terminus Street W	Rouyn-Noranda	QC	J9X 2P7
Sept-Iles Area Office	707 Laure Boulevard	Sept-lies	QC	G4R 1Y2
Sherbrooke Area Office	2300-790 De la Rand Street	Sherbrooke	QC	J1H 1W7
Trois-Rivieres Area Office	207-7080 Marion Street	Trois-Rivieres	QC	G9A 6G4
Saguenay-Lac-St-Jean Area Office	210-2679 Du Royaume Boulevard	Jonquiere	QC	G7S 5T1
Saskatchewan Regional Office	3731 E. Eastgate Drive	Regina	SK	S4Z 1A5
Prince Albert Area Office	1250 A. First Avenue E.	Prince Albert	SK	S6V 2A8
Saskatoon Area Office	250 Cardinal Crescent	Saskatoon	SK	S7L 6H8

Page: 27

SCHEDULE D

OPT OUT FORM

Tiller, Copland, and Roach v. Her Majesty the Queen, Court File No.: T-1673-17

RCMP Gender and Sexual Orientation Based Harassment and Discrimination Class Action

This is not a Claim Form. Submitting this form excludes you from the class action and the proposed settlement of the class action. Do not use this form if you wish to receive compensation under the proposed settlement.

You only need to file an Opt-Out Form if you wish to retain the right to pursue an individual action. If you do not wish to pursue an individual action and do not wish to file a claim for compensation under the settlement, you do not need to complete this form.

Name:

Current Address:

Date of Birth:

Dates and locations worked or volunteered with the RCMP:

Reason for Opting Out:

Date: _____

Signature

To Opt Out of the Class Action, you must sign and deliver this form to Class Counsel at the address below received or postmarked no later than *****, 2019:

KLEIN LAWYERS LLP Attn: Whitney Santos Suite 400-1385 West 8th Avenue Vancouver, BC V6H 3V9

Phone: (604) 874-7171 Fax: (604) 874-7180

Federal Court Decisions

Tiller v. Canada

Court (s) Database: Federal Court Decisions Date: 2020-03-10 Neutral citation: 2020 FC 320 File numbers: T-1673-17

> Date: 20200310 Docket: T-1673-17 Citation: 2020 FC 320

Ottawa, Ontario, March 10, 2020

PRESENT: The Honourable Mr. Justice Phelan

CLASS PROCEEDING

BETWEEN:

CHERYL TILLER, MARY-ELLEN COPLAND AND DAYNA ROACH

Plaintiffs

and

HER MAJESTY THE QUEEN

Defendant

<u>ORDER</u> (Settlement Approval)

WHEREAS this motion was made by the Representative Plaintiffs, on consent, pursuant to the *Federal Courts Rules*, SOR/98-106;

AND WHEREAS the Parties entered into a settlement agreement dated June 21, 2019, and a supplemental agreement dated October 1, 2019, in respect of the Representative Plaintiffs' claims against the Defendant;

AND WHEREAS this motion was heard on October 17, 2019;

AND UPON READING the motion record of the Representative Plaintiffs;

THIS COURT ORDERS that:

Settlement Approval

- The settlement of this action as set out in the settlement agreement dated June 21, 2019 (collectively with its recitals, schedules and appendices the "Settlement" or "Settlement Agreement"), attached as Schedule A, is fair, reasonable and in the best interests of Class Members and is approved. Counsel fees are not included in this approval and are the matter of a separate decision and order.
- 2. The Supplemental Agreement containing the terms of appointment of the Administrator and the Assessor (the "Supplemental Agreement), attached as Schedule B, forms part of the Settlement Agreement, and is approved.
- 3. The Settlement Agreement, including the Supplemental Agreement, is incorporated by reference into this Order and the definitions set out in the Settlement Agreement apply to this Order.
- 4. The Settlement and this Order are binding on the Parties and on every Class Member, including persons under disability, unless they opted out or are deemed to have opted out of this class proceeding on or before the expiry of the Opt Out Period, being September 13, 2019.
- 5. The Defendant will pay all amounts required by the Settlement Agreement and this Order.
- 6. The Parties to the Settlement may, subject to Court approval, make non-substantive amendments to the Settlement Agreement, provided that each Party to the Settlement

Agreement agrees in writing to any such amendments.

Notice of Settlement Approval

- 7. The long form Notice of Settlement Approval is approved substantially in the same form and content attached as Schedule C. It will be available in both English and French.
- 8. The short form Notice of Settlement Approval is approved substantially in the same form and content attached as Schedule D. It will be available in both English and French.
- 9. KCC LCC and RicePoint Administration Inc. will distribute the Notice of Settlement Approval substantially in the manner set out in the Notice Plan attached as Schedule E.
- The Defendant will pay KCC LCC and RicePoint Administration Inc. the cost of distributing the Notice of Settlement Approval in accordance with the Notice Plan up to a maximum of \$250,000.
- 11. Publishing of the Notice of Settlement Approval will commence within seven (7) days of the Implementation Date.

Appointment of Administrator and Assessor

- 12. Deloitte LLP is appointed as the Settlement's Administrator pursuant to Section 6.041 of the Settlement Agreement.
- 13. The Administrator's duties and obligations as set out in the Settlement Agreement, including the Supplemental Agreement, and this Order are binding on the Administrator.
- 14. The Administrator will make payments to Claimants as required under the Settlement Agreement or, where the Claimant has provided the Administrator with a direction to pay her counsel or law firm in trust, to that counsel or law firm.
- 15. The Defendant will pay the fees, disbursements, and other costs of the Administrator in accordance with Section 6.06 of the Settlement Agreement and the Supplemental Agreement, including work undertaken for these purposes prior to the Approval Date.
- 16. The Honourable Louise Otis is appointed as the Settlement's Assessor, pursuant to Section6.01 of the Settlement Agreement.
- 17. The Assessor's duties and obligations as set out in the Settlement Agreement, including the Supplemental Agreement, and this Order are binding on the Assessor.

- 18. The Defendant will pay the fees, disbursements, and other costs of the Assessor in accordance with Section 6.06 of the Settlement Agreement and the Supplemental Agreement, including work undertaken for these purposes prior to the Approval Date.
- 19. The Defendant and the RCMP will release to the Assessor and to the Administrator information and documents required by them or otherwise required by the Settlement Agreement or the Settlement claims process, in accordance with the terms of the Settlement Agreement, as well as the information required by this Court's July 5, 2019 Order in this matter.
- 20. Neither the Assessor nor the Administrator nor their employees, agents, partners or associates can be compelled to be a witness in any civil or criminal proceeding, administrative proceeding, grievance or arbitration where the information sought relates, directly or indirectly, to information obtained by the Assessor or the Administrator by reason of the Settlement or the Settlement claims process.
- 21. No documents received by the Assessor or the Administrator by reason of the Settlement or the Settlement claims process, whether received directly or indirectly, are producible in any civil or criminal proceeding, administrative proceeding, grievance or arbitration.
- 22. No person may bring an action or take any proceeding against the Administrator or the Assessor or their employees, agents, partners, associates or successors for any matter in any way relating to the Settlement and its implementation and administration, except with leave of this Court on notice to all affected parties.

Dismissal and Release

- 23. The action against the Defendant is dismissed. The obligations assumed by the Defendant under the Settlement Agreement are in full and final satisfaction of all Released Claims against the Releasees, and the Releasees are forever and absolutely released from the Released Claims, separately and severally, by Class Members, including persons under disability, who have not opted out and are not deemed to have opted out of this class proceeding prior to the expiration of the Opt Out Period.
- 24. Class Members, including persons under disability, who have not opted out and who are not deemed to have opted out of this class proceeding prior to the expiration of the Opt Out Period are barred from making any claim or taking or continuing any proceeding, including

a Canadian Human Right Commission complaint or a claim pursuant to a provincial or territorial workers' compensation scheme, seeking compensation or other relief arising from or in any way related to the Released Claims against any Releasees or any other person, corporation or entity that might claim damages, contribution, indemnity or other relief from a Releasee pursuant to the provisions of the *Negligence Act*, RSBC 1996, c 333 or its counterparts in other jurisdictions, the *Police Act*, RSBC 1996, c 367 or its counterparts in other jurisdictions, the common law, Quebec civil law or any statutory liability for any relief whatsoever, including relief of a monetary, declaratory or injunctive nature.

25. Class Members who are awarded compensation under this settlement are barred from making a claim or taking or continuing any type of proceeding arising out of, or relating to, any harassment or discrimination in the workplace by any Regular Member, Special Constable, Cadet, Auxiliary Constable, Special Constable Member, Reserve Member, Civilian Member, Public Service Employee, or Temporary Civilian Employee, working within the RCMP, male or female.

Prior Claims for Compensation

26. For the purpose of facilitating the determination of a Claimant's entitlement to compensation, the Defendant is to prepare and provide to the Assessor and to Deloitte LLP a list of Primary Class Members who have been paid by Canada further to a civil claim, grievance or harassment complaint, including a complaint to the Canadian Human Rights Commission, or who have had a prior civil claim, grievance or harassment complaint in which compensation was claimed and in which Canada was a party, including a complaint to the Canadian Human Rights Commission, otherwise resolved in respect of gender or sexual orientation based harassment or discrimination in an RCMP controlled workplace during the Class Period.

Continuing Jurisdiction

27. This Court will retain continuing jurisdiction over the Settlement and its implementation, interpretation and enforcement and the Parties will report to the Court from time to time as directed by the Court but not less than every six (6) months unless otherwise ordered. The

Parties will seek judgments or orders from the Court in such form as is necessary to implement and enforce the provisions of the Settlement Agreement and to supervise the ongoing performance of the Settlement Agreement.

Costs

28. Each Party will bear their own costs of this application.

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"Michael L. Phelan" Judge

SCHEDULE A

PRIVILEGED AND CONFIDENTIAL

THIS AMENDED AGREEMENT is made as of the 21st day of June, 2019.

BETWEEN:

CHERYL TILLER, MARY-ELLEN COPLAND, AND DAYNA ROACH, as class action representative plaintiffs

and

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, represented by THE ATTORNEY GENERAL OF CANADA

(the "Defendant")

WHEREAS:

A. On November 2, 2017, the plaintiffs Cheryl Tiller, Mary-Ellen Copland, and Dayna Roach (the "Plaintiffs") commenced Federal Court Action Number T-1673-17 against Her Majesty the Queen;

B. The Plaintiffs and the Defendant ("the Parties") recognize and acknowledge that gender and sexual orientation based harassment, gender and sexual orientation based discrimination, and sexual assault, including physical assault in the course of conduct constituting gender and sexual orientation based harassment have no place in the RCMP;

C. The Parties agree to compensate Class Members who suffered injury as a consequence of Harassment as defined in this agreement;

D. The Parties entered into a settlement agreement dated April 24, 2019 and wish to replace that agreement with this Agreement.

PRIVILEGED AND CONFIDENTIAL

E. The Parties, subject to the Approval Order and the expiration of the Opt Out Period without the Opt Out Threshold being met or waived by the Defendant, have agreed to resolve all claims of Class Members relating to allegations of gender or sexual orientation based harassment and discrimination while working with the RCMP upon the terms contained in this Agreement,

cave and excent these actions brought by individuals who ant out or are deemed to have anted out

of this action in the manner set out in this Agreement and save and except those who have already been compensated or provided a release or consent dismissal order;

THEREFORE, the parties agree as follows:

ARTICLE 1 - INTERPRETATION

1.01 Definitions

In this amended Agreement, in addition to the terms defined in the description of the Parties and in the recitals set out above, the following terms will have the following meanings:

"Administrator" means the administrator agreed upon by the Parties to administer the Claims Process, and may be the same person as one of the Assessors if that Assessor and the Parties agree;

"Agreement" means this amended settlement agreement, including its recitals and Schedules and Appendices, as amended, supplemented or restated from time to time;

"Approval Date" means the date the Court issues the Approval Order;

"Approval Order" means the judgment or order of the Court approving this Agreement as fair, reasonable and in the best interests of the Class Members for the purposes of settlement of this action pursuant to the *Federal Courts Rules*, S.O.R./98-106 and the common law;

"Assessor" means the retired jurist(s) agreed upon by the Parties to assess the Claims made by Class Members in the Claims Process;

"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

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to this Agreement is situated or a holiday under the federal laws of Canada applicable in the said Province or Territory;

"Canada" or "Government" means the Government of Canada;

"Certification Order" means the order of the Court certifying this action as a class action for settlement purposes;

"Child" means a natural or legally adopted child of the Primary Class Member, or a person for whom the Primary Class Member has custody under a court order or domestic contract, or a person toward whom the Primary Class Member has demonstrated a settled intention to treat as a child of her family, except under an arrangement where the child is placed for valuable consideration in a foster home by a person having lawful custody;

"Claim" means a claim made by a Primary Class Member for compensation under this Agreement by submitting a Claim Form, attached as Appendix 1 to Schedule B, to the Administrator in accordance with this Agreement;

"Claimant" means a Primary Class Member who makes a Claim by completing and submitting a Claim Form;

"Claim Deadline" means 180 days from the Implementation Date;

"Claim Form" means the application form in Appendix 1 to Schedule B of this Agreement;

"Class Counsel" means Klein Lawyers LLP and Higgerty Law;

"Class Member" means a Primary Class Member or a Secondary Class Member;

"Class Period" means the period from September 16, 1974 to the date of the Certification Order;

https://decisions.fct-cf.gc.ca/fc-cf/decisions/en/item/465407/index.do

"Claims Process" means the plan outlined in this Agreement, including Schedules and Appendices, for the submission, assessment, determination and payment of Claims made pursuant to this Agreement;

"Cohabit" means to live together in a conjugal relationship outside marriage for a period of not less than three years, or in a relationship of some permanence, if the cohabiting individuals are the natural or adoptive parents of a child;

"Court" means Federal Court;

"Decision" means the decision of the Assessor with respect to a Claim;

"Designated Contact" means the individual(s) designated as the RCMP point(s) of contact for the Administrator and Assessor under Schedule D to this Agreement;

"Family Members" means the Children and current Spouse of a Primary Class Member as defined in this Agreement;

"Harassment" means gender and sexual orientation based improper conduct in the workplace by any Regular Member, Special Constable, Cadet, Auxiliary Constable, Special Constable Member, Reserve Member, Civilian Member, Public Service Employee, Temporary Civilian Employee, working within the RCMP, male or female, that is directed at and offensive to a Primary Class Member, including, but not limited to, at any event or any location related to Work, and that the individual engaging in such improper conduct knew or ought reasonably to have known would cause offence or harm. It comprises objectionable act(s) comment(s) or display(s) that, on the basis of gender or sexual orientation, demean, belittle, or cause personal humiliation or embarrassment, and any act of intimidation or threat. It also includes harassment within the meaning of the *Canadian Human Rights Act*, R.S.C. 1985, c. H-6, based on sex, sexual orientation, marital status, and family status. Harassment can be a series of incidents but can also be one severe incident which has a lasting impact on the individual. Harassment by members of the public is not Harassment for the purposes of this Agreement. In this Agreement, Harassment refers collectively to the behaviour previously described, gender and sexual orientation based discrimination, and sexual assault, including physical assault in the course of the conduct previously described;

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"Implementation Date" means the latest of:

- (a) the day following the last day on which a Class Member may appeal or seek leave to appeal the Approval Order; and
- (b) the date of a final determination of any appeal brought in relation to the Approval Order;

"Opt Out Form" means the form attached in Schedule F of this Agreement;

"Opt Out Period" means the 70 day period following the date of the Certification Order;

"Opt Out Threshold" means the Opt Out Threshold set out in Article 5.02 of this Agreement;

"Parties" means collectively and individually the signatories to this Agreement;

"Primary Class Members" means current and former living Municipal Employees, Regional District Employees, employees of non-profit organizations, volunteers, Commissionaires, Supernumerary Special Constables, consultants, contractors, public service employees, students, members of integrated policing units and persons from outside agencies and police forces who are female or publicly identify as female and who were supervised or managed by the RCMP or who worked in an RCMP controlled workplace during the Class Period, excluding individuals who are primary class members in *Merlo and Davidson v. Her Majesty the Queen*, Federal Court Action Number T-1685-16 and class members in *Ross, Roy, and Satalic v. Her Majesty the Queen*, Federal Court Action Number T-370-17 or *Association des membres de la police montée du Québec inc., Gaétan Delisle, Dupuis, Paul, Lachance, Marc v. HMTQ*, Quebec Superior Court Number 500-06-000820-163.

"Released Claims" means any and all actions, causes of action, common law, Quebec civil law and statutory liabilities, contracts, claims, grievances and complaints, and demands of every nature or kind available, including claims made under the Canadian Charter of Rights and Freedoms, asserted or which could have been asserted whether known or unknown including for damages, contribution, indemnity, costs, expenses and interest which any Class Member ever had, now has, or may have in the future, directly or indirectly arising from or in any way relating to or by way of any subrogated or assigned right or otherwise in relation to Harassment while working with the RCMP that occurred during the Class Period, and including any such claim made or that could

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have been made in any proceeding including this action, whether asserted directly by the Class Member or by any other person, group or legal entity on behalf of or as representative for the Class Member;

"Releasee" means the Defendant in this action and any applicable provincial and territorial Ministers and governments who are liable for the actions of RCMP members acting as provincial constables under provincial legislation or other provincial-federal policing agreements, and their respective officers, agents, servants and employees;

"Request for Deadline Extension" means the form in Appendix 2 to Schedule B of this Agreement, to be submitted when a Claimant makes a request to extend the Claim Deadline;

"Secondary Class Members" means any Child or Spouse of a Primary Class Member who has a derivative Claim, in accordance with applicable family law legislation;

"Secondary Class Member Claim Form" means the form in Appendix 1 to Schedule C;

"Spouse" means:

- (a) either of two persons who are currently married to each other or who have together, in good faith on the part of a person relying on this clause to assert any right, entered into a marriage that is voidable or void, and are living together; OR
- (b) either of two persons who are not married to each other and who Cohabit;

"Travel Expenses" has the meaning set out in the National Joint Council Travel Directive;

"Work" includes activities carried out by volunteers.

1.02 No Admission of Liability

This Agreement is not to be construed as an admission of liability by the Defendant in this action.

1.03 Headings

The division of this Agreement into Articles and Sections and headings are for convenience of reference only and do not affect the construction or interpretation of this

Agreement. Unless something in the subject matter or context is inconsistent therewith, references to Articles, Sections and Schedules are to Articles, Sections and Schedules of this Agreement.

1.04 Extended Meanings

In this Agreement, words importing the singular number include the plural and vice versa, and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations, corporations and governmental authorities. The term "including" means "including without limiting the generality of the foregoing".

1.05 No Contra Proferentem

The Parties acknowledge that they have reviewed and participated in settling the terms of this Agreement 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 Agreement.

1.06 Statutory References

In this Agreement, unless something in the subject matter or context is inconsistent or unless otherwise provided, a reference to any statute is to that statute as enacted on the date this Agreement is signed or as the same may from time to time be amended, re-enacted or replaced and includes any related regulations.

1.07 Day for any Action

Where the time on or by which any action required to be taken in this Agreement 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.

1.08 Final Order

For the purposes of this Agreement 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.

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1.09 Schedules

The following Schedules and Appendices to this Agreement are incorporated into and form part of this Agreement as fully as if contained in the body of this Agreement:

SCHEDULE A - NOTICE PLAN

Appendix 1 – Notice of Certification and Settlement Approval Hearing Appendix 2 – Notice of Settlement

SCHEDULE B - CLAIM PROCESS

t for Deadline Extension Form fember List cation of Previous Claims nsation Levels
cation of Previous Claims nsation Levels
nsation Levels
nsation Amounts
t for Reconsideration of a Level 2 Claim Form
ation of No Prior Compensation Form
Claim Form
of Documents and Information Held by the RC

SCHEDULE C - SECONDARY CLASS MEMBER CLAIMS

Appendix 1 - Secondary Class Member Claim Form

SCHEDULE D – RCMP DESIGNATED CONTACT AND CLAIMS SUPPORT PROCESS

SCHEDULE E - NO RETALIATION DIRECTIVE

SCHEDULE F - OPT OUT FORM

1.10 Currency

All references to currency in this Agreement are to lawful money of Canada.

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RCMP

ARTICLE 2 - EFFECTIVE DATE OF AGREEMENT

2.01 Date when Binding and Effective

This Agreement will become effective and be binding on the Defendant and on all Class Members, including persons under disability, on the Implementation Date.

2.02 Effective in Entirety

None of the provisions in this Agreement will become effective unless and until the Court approves all the provisions of this Agreement, including all Schedules.

ARTICLE 3 - IMPLEMENTATION OF THE AGREEMENT

3.01 Consent Certification/Approval of Notice of Certification and Settlement Approval Hearing

 Concurrent applications will be brought for approval of the Notice of Certification and Settlement Approval Hearing, and for consent certification of this action for the purposes of settlement in accordance with the terms of this Agreement.

At the same time, or at a another time to be agreed upon by the Parties, the Parties will
make an application seeking orders that:

- (a) Canada release to the Designated Contact a list of potential Primary Class Members compiled by Canada
- (b) Canada compile a list of Primary Class Members who have been paid by Canada further to a civil claim, grievance or harassment complaint, including a complaint to the Canadian Human Rights Commission and/or who have had a prior civil claim, grievance or harassment complaint, in which compensation was claimed, including a complaint to the Canadian Human Rights Commission, and to which Canada was a party, otherwise resolved in respect of gender or sexual based harassment or discrimination in the workplace, in accordance with Appendix 4 to Schedule B. The list will include the name and date of birth, if available, of the individual; and

(c) Canada provide the aforementioned lists to the Administrator and Assessor in accordance with Schedule B and Appendices 3 and 4 to Schedule B of this Agreement and will provide the list in 2(a) above to the notice provider.

3.02 Approval Order

An application to obtain an Approval Order of this settlement will be brought following the expiry of the Opt Out Period. The Approval Order submitted to the Court for approval will include provisions:

- (a) incorporating by reference this Agreement which includes any supplemental agreement setting out the terms of the appointment of the Administrator and Assessor in its entirety, including all Schedules and Appendices;
- (b) ordering and declaring that the Approval Order is binding on all Class Members, including persons under disability, unless they opt out or are deemed to have opted out on or before the expiry of the Opt Out Period;
- (c) ordering and declaring release of claims as set out in Article 9.01; ordering and declaring that on the expiry of the Opt Out Period all Class Members who have notopted out on or before the expiry of the Opt Out Period may not commence any proceedings, including a Canadian Human Rights Commission complaint, or a claim pursuant to provincial or territorial workers' compensation schemes seeking compensation or other relief arising from or in relation to gender or sexual orientation based Harassment while working with the RCMP during the Class Period, including any such proceeding against any person who may in turn claim against the Defendant;
- (d) ordering and declaring that Primary Class Members who are awarded compensation under this settlement are barred from making a claim or taking or continuing any type of proceeding arising out of, or relating to, any harassment or discrimination in the workplace by any Regular Member, Special Constable, Cadet, Auxiliary Constable, Special Constable Member, Reserve Member, Civilian Member, Public Service Employee, or Temporary Civilian Employee, working within the RCMP, male or female;

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- (e) ordering and declaring that the Notice Plan in Schedule A to this Agreement is approved by the Court;
- (f) ordering Canada to release to the Administrator or Assessor information and documents required by him or her or as otherwise required in this Agreement, including Schedules and Appendices, in accordance with the terms of this Agreement;
- (g) ordering and declaring that judgments or orders will be sought from the Court in such form as is necessary to implement and enforce the provisions of this Agreement and to supervise the ongoing performance of this Agreement;
- (h) ordering and declaring that the Administrator or Assessor(s) or their staff shall not be compelled to be (a) witness(es) in any civil or criminal proceeding, administrative proceeding, grievance or arbitration where the information sought relates, directly or indirectly, to information obtained by the Administrator or Assessor(s) by reason of the Settlement or the Settlement Claims Process; and
- (i) ordering and declaring that no documents received by the Administrator or Assessor(s) shall be compelled to be produced in any civil or criminal proceeding, administrative proceeding, grievance or arbitration where the documents or information therein relate, directly or indirectly, to information sought by the Administrator or Assessor(s) by reason of the Settlement or the Settlement Claims Process.

3.03 Court Materials

The Parties agree to exchange materials for review and comment prior to filing such materials with the Court, at a time to be agreed by the Parties.

3.04 Time of Filing Court Materials

The Parties agree that no Court materials relating to this action and this Agreement will be filed with the Court until a date and place for filing is expressly agreed to by the Parties.

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PRIVILEGED AND CONFIDENTIAL

3.05 If Settlement not Approved

If the Court does not approve the Settlement, the parties agree to file a joint application to decertify the action as a class proceeding.

ARTICLE 4 – NOTICE

4.01 Notice

 Canada agrees to pay the reasonable costs of any notices to Class Members which may be ordered by the Court.

 Subject to the approval of the Court, notice to Class Members shall be published substantially in the form set out in the Notice Plan attached as Schedule A to this Agreement including its Appendices.

 Prior to the publication of any notice to Class Members, the Parties shall approve the final form and content of the notice.

ARTICLE 5 - OPT OUT PERIOD

5.01 Opt Out Period

There will be an Opt Out period of 70 days following the date of the Certification Order.

5.02 Opt Out Threshold

1) In the event that the number of Primary Class Members opting out or deemed to have opted out under the Certification Order exceeds 50, this Agreement will be rendered void and set aside in its entirety subject only to the right of Canada, in its sole discretion, to waive compliance with this Section of the Agreement. Canada has the right to waive compliance with this Section of the Agreement for up to 30 days after the end of the Opt Out Period.

 In the event that Canada does not waive compliance with this Section of the Agreement, the parties will make a joint application to the Court seeking to decertify this action as a class proceeding.

5.03 Opt Out

Any Class Member may opt out of this Agreement by delivering to Klein Lawyers LLP, an executed Opt Out Form, attached as Schedule F to this Agreement, within the Opt Out Period.

5.04 Provision of Opt Outs

Klein Lawyers LLP shall promptly provide to the Defendant, and in any event no later than one week after the expiry of the Opt Out Period, copies of all Opt Out Forms received by Klein Lawyers LLP. Klein Lawyers LLP, shall provide to the Administrator copies of all Opt Out Forms received by Klein Lawyers, LLP, promptly after appointment of the Administrator.

ARTICLE 6 - THE ASSESSOR AND THE ADMINISTRATOR

The Assessor

6.01 Appointment of Assessor

An Assessor, jointly agreed to by the parties, will be appointed to assess the Claims made by Class Members for compensation, with such powers, rights, duties and responsibilities as agreed to by the Parties and approved by the Court. The Assessor is not an agent, servant, or employee of Canada or a government institution for any purpose including the Access to Information Act, R.S.C., 1985, c. A-1, the Privacy Act, R.S.C., 1985, c. P-21 and the Library and Archives of Canada Act, S.C. 2004, c. 11, and acts solely on his or her own behalf as agreed to jointly by the Parties in the Agreement and authorized by the Court in the Approval Order.

6.02 Alternative Assessor

If the Assessor becomes unable or unwilling to act, the Parties will agree upon another person to act as Assessor.

6.03 Additional Assessors

The Parties may agree to retain one or more additional Assessors, to be jointly chosen by the Parties and the Assessor, to provide for the timely assessment of Claims. The additional Assessors are not agents, servants, or employees of Canada or a government institution for any

purpose including the Access to Information Act, R.S.C., 1985, c. A-1, the Privacy Act, R.S.C., 1985, c. P-21 and the Library and Archives of Canada Act, S.C. 2004, c. 11 and act solely on their own behalf as agreed to jointly by the Parties in the Agreement and authorized by the Court in the Approval Order.

6.04 Assessor's Duties

- The Assessor's duties and responsibilities will include:
 - (a) responding to inquiries and correspondence respecting Claims, reviewing and evaluating all Claims, and rendering decisions in respect of Claims;
 - (b) carrying out the duties assigned to the Assessor in respect of the Claims Process in Schedule B; and
 - (c) drafting a report that will provide an overview of the Assessors' observations and recommendations stemming from his or her work in assessing Claims.

 The Assessor may, at his or her discretion, delegate any duties to an additional Assessor.

The Administrator

6.041 Appointment of Administrator

An Administrator, jointly agreed to by the parties, will be appointed to administer the Claims Process, with such powers, rights, duties and responsibilities as agreed to by the Parties and approved by the Court. The Administrator is not an agent, servant, or employee of Canada or a government institution for any purpose including the *Access to Information Act*, R.S.C., 1985, c. A-1, the *Privacy Act*, R.S.C., 1985, c. P-21 and the *Library and Archives of Canada Act*, S.C. 2004, c. 11, and acts solely on his, her or its own behalf as agreed to jointly by the Parties in the Agreement and as authorized by the Court in the Approval Order.

6.042 Alternative Administrator

The Parties may choose to appoint an alternative Administrator if the Administrator becomes unable or unwilling to act, or if the parties agree, for any other reason.

6.043 Administrator's Duties

The Administrator's duties and responsibilities will include:

- (a) establishing and staffing an office for the Administrator;
- (b) if the Assessor requests, in cooperation with the Assessor, establishing and staffing an office for the Assessor(s);
- (c) carrying out the duties assigned to the Administrator in respect of the Claims Process in Schedule B: and
- (d) administrative responsibilities to assist with the Assessor's duties set out in this Agreement or Schedules, or as agreed to by the Parties.

6.05 Decisions of the Assessor(s)

The Assessor will render a Decision in respect of a Claim to a Claimant promptly after the decision is made in accordance with paragraph 32 of Schedule B to this Agreement. A Decision of the Assessor in respect of a Claim will, subject to the limited right of a Claimant assessed at Level 2 to request a reconsideration as set out in the Claims Process in Schedule B of this Agreement, be final and binding upon the Claimant. For further clarity, there is no right of appeal or judicial review from any Decision of the Assessor.

6.06 Fees

The fees, disbursements, and other costs of the Assessor(s), and the Administrator, including the offices of the Administrator, the Assessor(s) and their staff, will be paid by Canada.

ARTICLE 7 - CLAIMS PROCESS

7.01 Objective

The objective of the Claims Process is to provide just compensation for meritorious Claims in a process that is both sensitive to and supportive of Primary Class Members in bringing issues forward and at the same time ensures that Claims are properly, fairly and expeditiously assessed on the basis of adequate and sufficient validation which is proportionate to the severity of the injuries alleged.

7.02 Establishment of the Claims Process

A Claims Process will be established as set out in Schedule B of this Agreement. The Assessor and any Additional Assessors will assess each Claim and render a decision in accordance with Schedule B.

7.03 Claims Process

 A Primary Class Member making a Claim will complete a Claim Form identifying herself by name and setting out in detail the basis of her membership in the class, the particulars of the harassment complained of (including events, actors, location, time frame) and of the alleged injury and damage (collectively referred to as "injury") caused.

2) The Claimant will send the Claim Form to the Administrator and, at the same time or within the time allotted in Schedule B, will provide all relevant supporting documentation in her possession or control, including medical records and reports, to prove class membership and the event(s) and injury(ies) alleged. In addition, Claimant will certify that they have not received prior compensation by providing the Administrator with the signed form provided for in Appendix 8 to Schedule B. The Claimant will also provide consent to the release of documents in the possession of the Claimant's employer or the organization for which the Claimant volunteered, the RCMP, medical practitioners, hospitals and government health authorities, and other third parties, including the Canadian Human Rights Commission and provincial or territorial workers' compensation boards, if consent is required. Relevant documents and information may include:

- (a) the particulars of the Claimant's work or volunteer activity with the RCMP;
- (b) the particulars of the occurrences of harassment (including where, when and who was involved), any reports made by the Claimant at the time, and resulting actions and results;
- (c) names and contact information of any witness to the harassment;
- (d) evidence of injuries sustained as a result of the alleged harassment, including but not limited to physical and psychological medical records, and provincial healthcare print outs (e.g. OHIP, Pharmanet, or other provincial equivalent);

- (e) the Claimant's personnel file and any other file which may be relevant to the Claimant's career progression (i.e. training, assignments, job competitions) and any conduct, complaint or grievance file in relation to the matters in question; and
- (f) any information or documents relevant to the Claimant's attempts to mitigate her injury or loss.

3) With respect to a Claimant whose Claim is assessed at a Level 5 or 6, the Claimant may submit a Secondary Class Member Claim Form in accordance with Schedule C.

7.04 Denial of Claim if Prior Compensation Received

The Assessor will deny a Claim upon determining that a previous civil claim, claim under any provincial or territorial workers' compensation scheme, grievance or harassment complaint, in which compensation was claimed, including a complaint to the Canadian Human Rights Commission, made by a Claimant with respect to the same event(s) and injury(ies) as claimed in the Claim Form has been resolved. This determination will be made in accordance with Schedule B and Appendix 4 to Schedule B of this Agreement.

7.05 Claim Deadline

 Applications to the Claims Process will not be accepted prior to the Implementation Date or after the Claim Deadline, subject to an extension being granted in exceptional circumstances in accordance with Schedule B.

2) The Assessor may grant to individual Claimants an extension of the Claim Deadline in exceptional circumstances. A Primary Class Member may make a Request for Deadline Extension to the Administrator within 100 days after the expiration of the Claim Deadline for a deadline extension based on exceptional circumstances provided the Claimant includes with the request:

- (a) a Request for Deadline Extension Form in Appendix 2 to Schedule B of this Agreement;
- (b) reasons for the request that demonstrate exceptional circumstances;
- (c) a completed Claim Form; and
- (d) supporting documentation as set out in Schedule B of this Agreement.

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3) Where a Primary Class Member does not submit a Claim in the prescribed form and in accordance with this Agreement that Primary Class Member will not be admitted to the process and any such entitlement to make a claim for compensation will be forever extinguished.

4) All Claims which have been submitted prior to the Claim Deadline or further to an extension granted in accordance with this Agreement shall be processed in accordance with Schedule B of this Agreement.

5) No person may submit more than one Claim Form on her own behalf.

ARTICLE 8 - PAYMENT OF COMPENSATION

8.01 Payment of Compensation

Payment of compensation will be made in accordance with the applicable legislation and government directives and policies. In accordance with Schedule B of this Agreement, funds for the payment of compensation will be provided to the Administrator by Canada IN TRUST within 7 business days of receipt by Canada of the documentation from the Administrator requesting funds for payment of compensation, unless exceptional circumstances necessitate an additional period of time in which case Canada shall make best efforts to pay compensation expeditiously within such extended periods. The Administrator will make payment to the Claimant, or where the Claimant has provided the Administrator with a direction to pay her counsel or law firm IN TRUST, to that counsel or law firm, within 60 days of the date on which a Decision is rendered by him or her in respect of a Claimant, in accordance with Schedule B of this Agreement.

ARTICLE 9 - RELEASES

9.01 Releases

The Approval Order will declare that:

(a) The obligations assumed by Canada under this Agreement are in full and final satisfaction of all Released Claims against the Releasees;

- (b) upon the Approval Date, the Releasees are forever and absolutely released separately and severally by Class Members, who have not opted out prior to the expiration of the Opt Out Period, from the Released Claims; and
- (c) Class Members, who have not opted out prior to the expiration of the Opt Out Period, are barred from making any claim or taking or continuing any proceedings arising out of or relating to the Released Claims against any Releasee or other person, corporation or entity that might claim damages, contribution, indemnity or other relief under the provisions of the Negligence Act, RSBC, 1996, c. 333, or its counterparts in other jurisdictions, the Police Act, RSBC 1996, c. 367 or, its counterpart in other jurisdictions, the common law, Quebec civil law or any statutory liability for any relief whatsoever, including relief of a monetary, declaratory, or injunctive nature, from the Releasees.

9.02 Cessation of Litigation

 The Parties will cooperate to obtain approval of this Agreement and to facilitate general participation by Primary Class Members in the Claims Process.

2) On the Approval Date, Class Counsel will undertake to refrain at any time from commencing or assisting or advising on the commencement or continuation of any action or proceeding against the Releasees in any way relating to or arising from any and all claims asserted in this action. Nothing in this Agreement prevents Class Counsel from assisting with the administration of the Agreement, informing Class Members of the provisions of the Agreement, assisting Class Members with their Claims under the Agreement, or advising Class Members to obtain independent legal advice before deciding whether to opt out.

9.03 Consent to Dismissal

Each Class Member who has commenced any action or proceeding, including a claim under any provincial or territorial workers' compensation scheme, or a grievance or harassment complaint for compensation for harassment, including a complaint to the Canadian Human Rights Commission, relating to the same event(s) and injury(ies) as claimed in the Claim Form and has not discontinued or filed a consent dismissal, must discontinue or consent to a dismissal of such action or proceeding prior to the expiry of the Opt Out Period or is deemed to have opted out.

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ARTICLE 10 - CLAIMANT EXPENSES

10.01 Claimant Expenses

Canada will reimburse a Claimant for reasonable out-of-pocket expenses incurred to obtain medical documentary evidence in support of her Claim and for travel of more than 50 kilometres from her residence if required by the Assessor to attend a personal interview with the Assessor, in accordance with National Joint Council Travel Directive.

ARTICLE 11 - NO RETALIATION

11.01 No Retaliation

The RCMP shall issue a directive substantively as set out in Schedule E, that there is to be no retaliation for making a Claim under this settlement.

ARTICLE 12 - CONFIDENTIALITY

12.01 Confidentiality

Any information provided, created or obtained in the settlement and Claims Process, whether written or oral, will be kept confidential by the Parties and their counsel, all Claimants, the Assessor(s), the Administrator, the staff of the offices of the Assessor(s) and Administrator, and the Designated Contact, except where provided by law, and will not be used for any purpose other than the Claims Process unless otherwise agreed by the Parties.

12.02 Destruction of Class Member Information and Records

Subject to the requirements of law, within six months of the completion of all Claimant assessments and payments through the Claims Process, the Administrator and the Assessor will destroy all Class Member information and documentation in their possession.

12.03 Confidentiality of Negotiations

Save as otherwise required by law, the undertaking of confidentiality as to the discussions and all communications, whether written or oral, made in and surrounding the negotiations leading to the Agreement in Principle and this Agreement continues in force.

12.04 The Assessor(s), the Administrator, and the staff of the offices of the Assessor(s) and Administrator, shall not give evidence of the fault or liability of any person in connection with this matter in any civil or criminal proceeding, administrative proceeding or arbitration.

ARTICLE 13 - COMMUNICATIONS

13.01 Public Communications

Save as otherwise required by law, the Parties will not engage in any media or public communications or disclosure of or about this Agreement until a date agreed to in writing by the Parties.

13.02 Joint Public Announcement

At a time agreed upon, the Parties will either make a joint public announcement or issue a joint press release of this Agreement.

ARTICLE 14 - CONDITIONS, AMENDMENT, AND TERMINATION

14.01 Agreement is Conditional

This Agreement will not be effective unless and until it is approved by the Court, and if such approval is not granted by the Court on substantially the same terms and conditions contemplated in this Agreement, this Agreement will be void and none of the Parties will be liable to any of the other Parties under this Agreement.

14.02 Amendments

Except as expressly provided in this Agreement, no substantive amendment or supplement may be made to the provisions of this Agreement and no restatement of this Agreement may be made unless agreed to by the Parties in writing and any such amendment, supplement or restatement is approved by the Court.

14.03 Termination of Agreement

This Agreement will continue in full force and effect until all obligations under this Agreement are fulfilled.

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PRIVILEGED AND CONFIDENTIAL

ARTICLE 15 - GENERAL

15.01 Entire Agreement

This Agreement, including all recitals, and Schedules and Appendices, constitutes the

entire agreement between the Parties with respect to the subject matter herein and cancels and https://decisions.fct-cf.gc.ca/fc-cf/decisions/en/item/465407/index.do

Tiller v. Canada - Federal Court

supersedes any prior or other understandings and agreements between the Parties with respect to the same subject matter. There are no representations, warranties, terms, conditions, undertakings, covenants or collateral agreements, express, implied or statutory between the Parties with respect to the subject matter other than as expressly set forth or referred to in this Agreement.

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15.02 Applicable Law

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This Agreement shall be governed by, and is to be interpreted in accordance with, applicable federal laws and the laws in force in the province of British Columbia.

15.03 Counterparts

This Agreement 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 Agreement.

15.04 Official Languages

Prior to the Implementation Date, Canada will prepare a certified French translation of this Agreement and will pay the costs of the preparation of the translation. The English and French language versions shall be of equal weight and force at law.

15.05 No assignment

Except as directed by court order, no amount payable under this Agreement can be assigned, and such assignment is null and void. For greater certainty, this does not prevent the Administrator from making payments to a Claimant's counsel or law firm IN TRUST where the Claimant has provided the Administrator with a direction to pay the Claimant's counsel or law firm.

IN WITNESS WHEREOF the Parties have executed this Agreement this 21st day of June, 2019.

Angela Bespflug,

Counsel for the Plaintiffs, Cheryl Tiller and Mary-Ellen Copland

Donnaree Nygard,

Counsel for the Defendant

Patrick B. Higgerty, 0

Counsel for the Plaintiff, Dayna Roach

SCHEDULE A

NOTICE PLANS

There will be Notice Plans prepared for the Notice of Certification and Settlement Approval Hearing and the Notice of Settlement (the Notices). The Notice Plans will be prepared by the Notice Administrator in consultation with the Parties.

The Notice Plans will provide for publication of the Notices, including in the following ways:

- The Notices will be emailed directly to potential class members with current RCMP email addresses;
- The Notices will be published on the class counsel's websites, and the RCMP website and intranet;
- 3. The Notices will be published in various Canadian newspapers;
- A social media advertising campaign will also be utilized to create awareness of the Notices;
- 5. The Notices will be posted in all RCMP physical premises;
- The Notices will be sent directly to applicable unions, municipalities, and non-profit organizations, requesting posting in physical premises and distribution to members and employees as applicable; and
- 7. Any other methods stipulated by the Court.

SCHEDULE A - APPENDIX 1

NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL HEARING

RCMP Gender and Sexual Orientation Based Harassment and Discrimination Class Action

If you are a female or identified as a female and work or volunteer with the RCMP now or did so in the past, this notice may affect your legal rights. Please read it carefully.

A class action lawsuit was initiated alleging gender or sexual orientation based harassment and discrimination within the RCMP. The Defendant, while not admitting liability, has agreed to a settlement of this lawsuit. A Federal Court class action has been certified on consent <u>for the purpose of settlement</u>.

Who is Eligible for the Proposed Settlement?

To be eligible to participate in the settlement, you must be a member of the class and have experienced gender or sexual orientation based harassment or discrimination while working or volunteering with the RCMP. The class is defined as:

Primary Class Members: current and former living Municipal Employees, Regional District Employees, employees of non-profit organizations, volunteers, Commissionaires, Supernumerary Special Constables, consultants, contractors, public service employees, students, members of integrated policing units and persons from outside agencies and police forces who are female or publicly identify as female and who were supervised or managed by the RCMP or who worked in an RCMP controlled workplace during the Class Period, excluding individuals who are primary class members in *Merlo and Davidson v. Her Majesty the Queen*, Federal Court Action Number T-1685-16 and class members in *Ross, Roy, and Satalic v. Her Majesty the Queen*, Federal Court Action Number T-370-17 or *Association des membres de la police montée du Québec inc., Gaétan Delisle, Dupuis, Paul, Lachance, Marc v. HMTQ*, Quebec Superior Court Number 500-06-000820-163. The Class Period runs from September 16, 1974 to {date of certification order}.

Secondary Class Members: any Child or Spouse of a Primary Class Member who has a derivative claim, in accordance with applicable family law legislation.

If you <u>do not</u> wish to participate in the class action because you wish to retain the right to pursue an individual action, you must deliver a signed Opt-Out Form to Class Counsel received or postmarked no later than ******, 2019. If you do not exclude yourself by that date, you will be included in this lawsuit and will be bound by the Court's judgement on the settlement.

You only need to file an Opt-Out Form if you wish to retain the right to pursue an individual action.

Page 1 of 3

The Opt-Out Form can be obtained from Class Counsel at the address below. It is also available on Class Counsel's websites and on the website of the Administrator.

If you have an ongoing lawsuit or other claim for compensation with respect to gender or sexual orientation based harassment or discrimination you experienced while working or volunteering with the RCMP, and you wish to participate in the proposed class action settlement, you must discontinue your lawsuit or other claim before ****, 2019. If you do not, you will be deemed by s. 334.21(2) of the *Federal Courts Rules*, S.O.R./98-106 to have opted out of the class action. Please contact your lawyer to discuss your options.

The Terms of the Proposed Settlement

The settlement provides six levels of compensation for Primary Class Members who experienced gender or sexual orientation based harassment or discrimination while working or volunteering with the RCMP during the Class Period. Compensation is available for Secondary Class Members where the Primary Class Member's Claim is assessed at either of the two highest severity levels.

You can obtain a copy of the settlement agreement and the applicable schedules by contacting. Class Counsel or the Administrator at the addresses below. These documents are also available on the websites of Class Counsel and the Administrator.

The Approval Hearing and Your Right to Participate

A motion to approve the settlement is scheduled to be heard on **, 2019 at 10 am at the Federal Court, ****. Class Counsel will also ask the Court to approve an award of fees and disbursements for their work in achieving the settlement.

If you agree with the proposed settlement, you do not have to do anything at this time. If the Court approves the settlement, a notice will be published setting out the procedures for submitting a Claim.

If you disagree with the proposed settlement, you have the right to object. You may do so by delivering a letter to Class Counsel by *****, 2019, which Class Counsel will then provide to the Court. In your letter, you should provide your name, contact information, and a brief statement of the nature and reasons for your objection.

What are the Financial Consequences?

If the settlement is approved by the Court and you have not opted out of the class action prior to the opt-out deadline, you will be bound by the terms of the settlement.

The defendants have agreed to pay Class Counsel's disbursements and are making a contribution toward class counsel fees. Class Counsel will request a further class counsel fee of 15% plus applicable sales tax payable from the compensation awarded to class members under the settlement. The award of class counsel fees is subject to court approval. If approved, 15% of the

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compensation awarded to Class Members will be deducted from payments to Class Members and paid to Class Counsel as a contribution toward class counsel fees.

For More Information

For more information about the settlement, contact Class Counsel at:

Klein Lawyers LLPWhitney Santos 1385 West 8th Avenue, #400 Vancouver, BC V6H 3V9 www.callkleinlawyers.com

Higgerty Law Syrrah Deckert Millennium Tower, Main Floor 101, 440 2nd Avenue SW Calgary, AB T2P 5E9 www.higgertylaw.ca

The Administrator's website is ******

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SCHEDULE A - APPENDIX 1

NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL HEARING

RCMP Gender and Sexual Orientation Based Harassment and Discrimination Class Action

If you are a female or identified as a female and work or volunteer with the RCMP now or did so in the past, this notice may affect your legal rights. Please read it carefully.

A class action lawsuit was initiated alleging gender or sexual orientation based harassment and discrimination within the RCMP. The Defendant, while not admitting liability, has agreed to a settlement of this lawsuit. A Federal Court class action has been certified on consent, conditional on Court approval of the settlement.

Who is Eligible for the Proposed Settlement?

To be eligible to participate in the settlement, you must be a member of the class and have experienced gender or sexual orientation based harassment or discrimination while working or volunteering with the RCMP. The class is defined as:

Primary Class Members: all female current and former living Municipal Employees, Regional District Employees, employees of non-profit organizations, volunteers, Commissionaires, Supernumerary Special Constables, consultants, contractors, public service employees, students, members of integrated policing units and persons from outside agencies and police forces, and similarly situated individuals, who worked with the RCMP during the Class Period, excluding individuals who are primary class members in *Merlo and Davidson v. Her Majesty the Queen*, Federal Court Action Number T-1685-16 and class members in *Ross, Roy, and Satalic v. Her Majesty the Queen*, Federal Court Action Number T-370-17 or *Association des membres de la police montée du Québec inc., Gaétan Delisle, Dupuis, Paul, Lachance, Marc v. HMTQ*, Quebec Superior Court Number 500-06-000820-163

Secondary Class Members: all persons who have a derivative claim in accordance with applicable family law legislation arising from a family relationship with a Primary Class Member.

The Class Period runs from September 16, 1974 to the date this settlement is approved by the Federal Court.

If you <u>do not</u> wish to participate in the class action because you wish to retain the right to pursue an individual action, you must deliver a signed Opt-Out Form to Class Counsel received or postmarked no later than ******, 2019. If you do not exclude yourself by that date, you will be included in this lawsuit and will be bound by the Court's judgement on the settlement.

You only need to file an Opt-Out Form if you wish to retain the right to pursue an individual action.

Page 1 of 3

The Opt-Out Form can be obtained from Class Counsel at the address below. It is also available on Class Counsel's websites and on the website of the Administrator.

If you have an ongoing lawsuit or other claim for compensation with respect to gender or sexual orientation based harassment or discrimination you experienced while working or volunteering with the RCMP, and you wish to participate in the proposed class action settlement, you must discontinue your lawsuit or other claim before ****, 2019. If you do not, you will be deemed by s. 334.21(2) of the *Federal Courts Rules*, S.O.R./98-106 to have opted out of the class action. Please contact your lawyer to discuss your options.

The Terms of the Proposed Settlement

The settlement provides six levels of compensation for Primary Class Members who experienced gender or sexual orientation based harassment or discrimination while working or volunteering with the RCMP during the Class Period. Compensation is available for Secondary Class Members where the Primary Class Member's Claim is assessed at either of the two highest severity levels.

You can obtain a copy of the settlement agreement and the applicable schedules by contacting Class Counsel or the Administrator at the addresses below. These documents are also available on the websites of Class Counsel and the Administrator.

The Approval Hearing and Your Right to Participate

A motion to approve the settlement is scheduled to be heard on **, 2019 at 10 am at the Federal Court, ****. Class Counsel will also ask the Court to approve an award of fees and disbursements for their work in achieving the settlement.

If you agree with the proposed settlement, you do not have to do anything at this time. If the Court approves the settlement, a notice will be published setting out the procedures for submitting a Claim.

If you disagree with the proposed settlement, you have the right to object. You may do so by delivering a letter to Class Counsel by *****, 2019, which Class Counsel will then provide to the Court. In your letter, you should provide your name, contact information, and a brief statement of the nature and reasons for your objection.

What are the Financial Consequences?

If the settlement is approved by the Court and you have not opted out of the class action prior to the opt-out deadline, you will be bound by the terms of the settlement.

The defendants have agreed to pay Class Counsel's disbursements and are making a contribution toward class counsel fees. Class Counsel will request a further class counsel fee of 15% plus applicable sales tax payable from the compensation awarded to class members under the

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settlement. The award of class counsel fees is subject to court approval. If approved, 15% of the compensation awarded to Class Members will be deducted from payments to Class Members and paid to Class Counsel as a contribution toward class counsel fees.

For More Information

For more information about the settlement, contact Class Counsel at:

Whitney Santos Klein Lawyers LLP 1385 West 8th Avenue, #400 Vancouver, BC V6H 3V9 www.callkleinlawyers.com

Syrrah DeckertHiggerty Law Millennium Tower, Main Floor 101, 440 2nd Avenue SW Calgary, AB T2P 5E9 www.higgertylaw.ca

The Administrator's website is ******

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SCHEDULE A - APPENDIX 2

NOTICE OF SETTLEMENT

RCMP Gender and Sexual Orientation Based Harassment and Discrimination Class Action

If you are a female or identified as a female and work or volunteer with the RCMP now or did so in the past, this notice may affect your legal rights. Please read it carefully.

On ***, the Federal Court approved a settlement of the class action *Tiller at al v. Her Majesty the Queen.* The class action concerns allegations of gender and sexual orientation based harassment and discrimination within the RCMP.

Who is Eligible for the Settlement?

To be eligible to participate in the settlement, you must be a member of the class and have experienced gender or sexual orientation based harassment or discrimination while working or volunteering with the RCMP. The class is defined as:

Primary Class Members: current and former living Municipal Employees, Regional District Employees, employees of non-profit organizations, volunteers, Commissionaires, Supernumerary Special Constables, consultants, contractors, public service employees, students, members of integrated policing units and persons from outside agencies and police forces who are female or publicly identify as female and who were supervised or managed by the RCMP or who worked in an RCMP controlled workplace during the Class Period, excluding individuals who are primary class members in *Merlo and Davidson v. Her Majesty the Queen*, Federal Court Action Number T-1685-16 and class members in *Ross, Roy, and Satalic v. Her Majesty the Queen*, Federal Court Action Number T-370-17 or *Association des membres de la police montée du Québec inc., Gaétan Delisle, Dupuis, Paul, Lachance, Marc v. HMTQ*, Quebec Superior Court Number 500-06-000820-163. The Class Period runs from September 16, 1974 to ****, 2019 (the date of the Certification Order issued by the Federal Court).

Secondary Class Members: any Child or Spouse of a Primary Class Member who has a derivative claim in accordance with applicable family law legislation.

Anyone who has opted out of the class action is not eligible for compensation under the settlement.

What are the Terms of the Settlement?

The settlement provides six levels of compensation for Primary Class Members who experienced gender or sexual orientation based harassment or discrimination while working or volunteering with the RCMP during the Class Period. Compensation is available for Secondary Class Members where the Primary Class Member's Claim is assessed at either of the two highest severity levels.

You can obtain a copy of the settlement agreement and the applicable schedules by contacting Class Counsel or the Administrator at the addresses below. These documents are also available on the websites of Class Counsel and the Administrator.

How Do I Make a Claim?

Tiller v. Canada - Federal Court

Primary Class Members must submit a Claim Form together with all supporting documentation to the Administrator on or before ****. Primary Class Members whose claims are approved at either of the two highest levels will be provided with a Secondary Class Member Claim Form.

For More Information and to Obtain a Claim Form

To obtain a Claim Form, contact the office of the Administrator at:

Claim Forms can be completed electronically on the Administrator's website, *****.

For more information about the terms of the settlement or how to make a Claim, you may contact Class Counsel:

Klein Lawyers LLP Whitney Santos 1385 West 8th Avenue, #400 Vancouver, BC V6H 3V9 www.callkleinlawyers.com

Higgerty Law Syarrah Deckert Millennium Tower, Main Floor 101, 440 2nd Avenue SW Calgary, AB T2P 5E9 www.higgertylaw.ca

SCHEDULE B

CLAIMS PROCESS

Definitions

In this Schedule:

"List" means the List provided by Canada under Schedule B, Appendix 3, "Class Membership List".

Supplementary Agreement

 Pursuant to section 3.02(a) of the Agreement, the Parties will enter into a supplementary agreement that identifies the Assessor(s) and Administrator of this settlement and the terms of their appointment, at least seven days before the hearing for the Approval Order.

Obligations of Canada

Canada shall pay compensation to the Claimants only as is set out and in accordance with this Claims Process.

 Payment will be made to the Claimants in accordance with the determinations made by the Assessor(s)as set out below.

 Canada will provide the compensation payments to the Administrator, who will administer the payment of Claims in accordance with the Agreement and this Claims Process.

Language of work

5. The Administrator and Assessor(s) or their Offices must provide services in both official languages. All communications between the Administrator or Assessor(s) and Claimants will be in the official language of the Claimant's choice.

Development of Claims Process

6. The Administrator shall develop an administrative process to administer the Claims of potential class members pursuant to the Agreement, including this Schedule, including:

- (a) Establish and manage a trust account to administer settlement funds;
- (b) Develop a process acceptable to the Parties to receive Claims by mail, fax, email, or on the Administrator's website, at the choice of Claimants;

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- (c) Provide information and respond to administrative inquiries concerning the Claims Process, or refer Claimants to Class Counsel or the Assessor;
- (d) Create and maintain an accessible website that provides Claim Forms and any related forms, 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, and the privacy policy that applies to the Office of the Administrator and the Assessors;
- (e) Create a secure Claims management platform that allows Claimants, the Administrator, 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) Conduct a preliminary review of class membership;
- (h) Acknowledge receipt of Claims;
- Liaise with Canada or applicable third parties to obtain Claimants' records and other information, including as directed by the Assessor;
- (j) Prepare the Claims Package, as defined below, in a manner acceptable to the Assessor and transmit files to the Assessor in a timely manner, including the results of the Administrator's preliminary review of class membership; and
- (k) Keep accurate and complete records to allow for verification, audit, or review as required by the Agreement.

Coordination between the Assessor and the Administrator

 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.

 Such coordination with the Assessor or her or his designates shall begin as soon as is reasonably practicable and shall continue throughout the administration of the Agreement as may be reasonably required from time to time.

Claimant Application

9. Applications to the Claims Process will not be accepted prior to the Implementation Date or after the Claim Deadline, subject to an extension being granted to an individual Claimant in exceptional circumstances in accordance with this Schedule.

10. The Assessor may grant to individual Claimants an extension of the Claim Deadline in exceptional circumstances. A Primary Class Member may make a request to the Assessor through the Administrator within 100 days after the expiration of the Claim Deadline for a deadline extension based on exceptional circumstances provided the Claimant includes with the request:

(a) a Request for Deadline Extension Form in Appendix 2 to this Schedule;

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- (b) reasons for the request that demonstrate exceptional circumstances;
- (c) a completed Claim Form; and
- (d) supporting documentation as set out below, in the Claim Form or as requested by the Assessor, whether directly to the Assessor or through the Administrator.
- No person may submit more than one Claim Form on her own behalf.

12. Where a Class Member does not submit a Claim Form, as prescribed in this Agreement, that Class Member will not be admitted to the Claims Process and any entitlement to make a Claim for compensation will be forever extinguished.

13. All Claims which have been submitted prior to the Claim Deadline or further to an extension granted in accordance with this Schedule shall be processed in accordance with this Schedule.

14. A Primary Class Member making a Claim will complete a Claim Form provided in Appendix 1 to this Schedule, setting out in detail the basis of her membership in the class, the particulars of the harassment complained of (including events, actors, location, time frame) and of the alleged injury and damage (collectively referred to as "injury") caused.

15. A Claimant will provide the Claim Form in Appendix 1 to this Schedule to the Administrator within 180 days from the Implementation Date and, at the same time or within 60 days of the submission of the Claim Form, will provide relevant supporting documentation in her possession or control, including medical records and reports.

 Relevant supporting documents and information will include, but not be limited to:

- (a) the particulars of the Claimant's work or volunteer activity with the RCMP;
- (b) the particulars of the occurrences of Harassment (including where, when and who was involved), any reports made by the Claimant at the time, and resulting actions and results;
- (c) names and contact information of any witness to the Harassment;
- (d) evidence of injuries sustained as a result of the alleged Harassment, including but not limited to physical and psychological medical records; and provincial healthcare print outs (e.g. OHIP, Pharmanet, or other provincial equivalent);
- (e) the Claimant's personnel file and any other file which may be relevant to the Claimant's career progression (i.e. training; assignments; job competitions) and any conduct, complaint or grievance file in relation to the matters in question; and
- (f) any information or documents relevant to the Claimant's attempts to mitigate her injury or loss.

Page 3 of 11

17. The Administrator may make inquiries of a Claimant to request information or documentation to ensure the completeness of Claims and to conduct a preliminary review of class membership. If the Claimant is represented by counsel, the request will be made to the Claimant's counsel. The Administrator may set a deadline of up to 60 days for the Claimant to provide the additional information or documentation, subject to the discretion of the Assessor to extend the deadline upon the written request of the Claimant or her counsel.

Consent to Release of Supporting Documentation

18. The Claimant will also provide written consent to the release of documents in the possession of the Claimant's employer or the organization for which the Claimant volunteered, the RCMP, medical practitioners, hospitals and government health authorities, and other third parties if consent is required, in the form contained in Appendix 1 to this Schedule.

Attestation

19. A Claimant seeking compensation shall certify in writing that the information provided in the Claim Form is true to the best of her knowledge, and that she has, to the best of her knowledge, provided, either directly or by providing her consent to its release, the relevant documents with respect to her Claim. In addition, a Claimant will certify that they have not received prior compensation by providing the Administrator with the signed form provided for in Appendix 8 to Schedule B.

Information and Document Gathering by the Administrator

20. The Administrator will ensure that all information and documents required by the Agreement have been gathered from the Claimant, the RCMP, and third parties, in accordance with the Agreement and this Schedule.

Review of Class Membership - Administrator

The onus will be on the Claimant to prove class membership.

22. The Administrator will conduct a preliminary review of class membership, prior to the Assessor, by:

- (a) reviewing a Claimant's Claim Form and supporting documentation;
- (b) checking the List provided by Canada, keeping in mind that the list may not be complete; and
- (c) if necessary, seeking information directly from the Claimant or from a third party, if the Claimant is not on the List, keeping in mind the importance of maintaining the Class Members' confidentiality to the extent possible.

 The Administrator will make a preliminary recommendation as to whether the Claimant is a class member.

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Prior Compensation - Administrator

24. Canada shall carry out the measures set out in Appendix 4 of this Schedule in order to satisfy Canada regarding whether a Claimant has been paid by Canada or a prior claim by her against Canada was otherwise resolved in respect of the same event(s) and injury(ies) as claimed in the Claim Form.

25. The Administrator will check to see if the Claimant's name is on the list of individuals paid prior compensation by Canada. It remains the Assessor's decision whether the Claim is precluded as a result.

Claim Package

26. The Administrator will assemble all Claimant material in an organized manner (the "Claim Package"). The Administrator will provide to the Claimant information and copies of documents which pertain solely to the Claimant. Copies of documents obtained from the RCMP, other government institutions, and the Claimant's employer or the organization for which the Claimant volunteered and which contain third party information will not be provided or disclosed to the Claimant.

27. The Administrator will also include in the Claim Package the Administrator's preliminary recommendation on class membership and whether the Claimant was on the list of individuals paid prior compensation.

28. The Administrator will provide a copy of the Claim Package to the Assessor.

29. The Assessor may make inquiries of a Claimant to request additional information or documentation to clarify any concerns, ambiguities or inconsistencies in the Claim, either directly or through the Administrator. If the Claimant is represented by counsel, the request will be made to the Claimant's counsel. The Assessor may set a deadline of up to 60 days for the Claimant to provide the additional information or documentation, subject to the discretion of the Assessor to extend the deadline upon the written request of the Claimant or her counsel.

Verification of Class Membership - Assessor

30. Before determining whether a Claimant is entitled to compensation, the Assessor must be satisfied that the Claimant is a Primary Class Member as defined in the Agreement.

31. The Assessor will take any additional necessary steps to verify that a Claimant is a Primary Class Member, keeping in mind the importance of maintaining the Class Members' confidentiality to the extent possible.

32. Where the Assessor has doubt that the Claimant is a Primary Class Member, he or she may request additional evidence of Class Membership from the Claimant or third parties sufficient to satisfy the Assessor.

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33. If the Assessor cannot verify that the Claimant is a Primary Class Member, he or she shall deny the Claim and shall so notify the Claimant.

Prior Compensation – Assessor

34. The Assessor shall make all reasonable attempts to determine whether a Claimant has been paid, or a prior claim for compensation by her was otherwise resolved, in respect of the same event(s) and injury(ies) as claimed in the Claim Form and will comply with Appendix 4 of this Schedule. The Assessor may direct the Administrator to obtain information or obtain documents to facilitate the Assessor's determination.

Assessment and Determination of Claims

35. The Assessor shall determine whether the Claimant experienced Harassment at any time during the Class Period. If the Assessor cannot verify that the Claimant experienced Harassment he/she shall deny the Claim and shall so notify the Claimant.

36. If the Assessor determines that the Claimant experienced Harassment during the Class Period, the Assessor shall determine whether the Claim falls within Level 1 to 2 or within Level 3 to 6, by reference to Appendix 5 to this Schedule.

Level 1 and 2 Claims

37. For a Level 1 or 2 Claim, the Assessor will conduct a paper review of the Claim Package and determine:

- (a) whether, on a balance of probabilities, the alleged events occurred and, if so, in or in relation to the workplace, and during the Class Period;
- (b) whether the events found to have occurred constitute Harassment within the definition set out in the Agreement;
- (c) the nature and severity of harm suffered by the Claimant that was caused or contributed to by the Harassment that is found to have occurred; and
- (d) the level of compensation to be awarded in accordance with Appendix 6 of this Schedule.

38. Within 30 days of a Claimant being sent the Assessor's Decision of a Level 2 Claim, the Claimant may, by submitting to the Administrator a Request for Reconsideration of a Level 2 Claim form in Appendix 7 to this Schedule, request that the Assessor reconsider his or her Decision where:

- (a) the Claimant provides reasonable grounds to show that the Claim should be determined in accordance with the process applicable to Levels 3, 4, 5 and 6 Claims; and
- (b) the Claimant has additional documentation or information that was not reasonably available to the Claimant prior to the expiry of 60 days following the submission of her Claim Form.

Page 6 of 11

39. The deadline for submitting a Request for Reconsideration will be stipulated in a cover letter sent to the Claimant with the Level 2 Decision.

40. Upon receipt by the Assessor of a Request for Reconsideration for a Level 2 Claim, if the Assessor grants the request, then the provisions applicable to higher level Claims apply, including a personal interview.

Level 3 to 6 Claims

41. For a Level 3 to 6 Claim the Assessor will review the Claim Package and will interview the Claimant. The Assessor, may, in his or her discretion, seek any information necessary to properly determine the Claim and may direct the Administrator to seek this information for the Assessor.

42. The Assessor shall orally put to the Claimant in the interview any information which may be unfavourable to the Claimant's allegations, including third party information not otherwise disclosed to the Claimant, and give her an opportunity to respond. The Claimant shall treat as confidential any third party information put to her by the Assessor in the course of the Claims Process and shall not disclose such information in any manner to anyone other than legal counsel retained to act for her, if any, in the Claims Process, and shall not use such information except for the sole purpose of advancing her Claim.

43. Claimants may retain a lawyer; however, these lawyers will not be permitted to participate in interviews. The Claimant may have a friend, family member, or treating health care professional present at the personal interview for the purpose of providing emotional support.

44. If the Assessor requires a Claimant to travel more than 50 kilometers from her residence to attend a personal interview with the Assessor, upon submission of a Travel Claim in Appendix 9 to this Schedule to the Administrator, she will be reimbursed for personal travel expenses in accordance with the National Joint Council Travel Directive. Any person referred to in the previous paragraph who is accompanying the Claimant will not be reimbursed for travel expenses.

45. The Assessor will consult with a roster of consultants/experts, including but not limited to a medical doctor, a psychiatrist, and a human resources expert as deemed necessary by him or her to properly determine a Claim. The purpose of such consultation is to provide the Assessor with an expert opinion. The Assessor shall make his or her own determination on all aspects of the Claim.

Determination of Claim

23. Upon completion of the interview and review as set out above, the Assessor will then determine:

(a) whether, on a balance of probabilities, the alleged events occurred and, if so, in or in relation to the workplace, and during the Class Period;

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- (b) whether the events found to have occurred constitute Harassment within the definition set out in this Agreement;
- (c) the nature and severity of the injury suffered by the Claimant that was caused or contributed to by the Harassment that is found to have occurred; and
- (d) the level of compensation in accordance with the Compensation Levels in Appendix 5 of this Schedule.

 The Assessor may deny any Claim as unproven or on the basis that the events do not constitute Harassment.

47. The Assessor shall render a Decision in respect of a Claim and provide it to the Claimant promptly after the Decision is made, setting out the Compensation Level determined and the amount of compensation to be paid. A Decision of the Assessor in respect of a Claim will, subject to the limited right of a Claimant assessed at Level 2 to request a reconsideration as set out in paragraph 22 of this Schedule, be final and binding upon the Claimant. For further clarity, there is no right of appeal or judicial review from any Decision of the Assessor.

Payment of Compensation

48. Payment of compensation to a Claimant will be administered by the Administrator following a decision of an Assessor. The Administrator will request and receive the necessary funds from the individual within the RCMP Corporate Accounting, Policy and Control identified by the RCMP for this purpose (the "RCMP Representative"). A request for funds can be made on a case-by-case basis or in bulk for an aggregate amount required for the payment of multiple Claims. The Administrator will make a request for funds to the RCMP Representative either once per month, on the first day of the month, or twice per month, on the first and fifteenth day of the month.

49. When requesting funds for payment of compensation, the Administrator will provide to the RCMP Representative a copy of the Assessor's Decision in respect of each Claimant listing the amount of compensation, with the Claimant's name redacted and replaced by a unique numerical pseudonym.

50. In order to comply with the *Financial Administration Act*, R.S.C., 1985, c. F-11 and Treasury Board policies, the RCMP must keep records of the name of any individual who receives compensation, the amount of the compensation and the reason for payment.

51. To satisfy government financial accountability and audit requirements, the Administrator will also provide a document to be seen only by the RCMP Representative that identifies the names that correspond with the unique numerical pseudonyms. In the event the RCMP Representative is unavailable or unable to carry out the responsibilities set out in this Agreement, those responsibilities shall be carried out by the Director General, RCMP Corporate Accounting, Policy and Control (the "DG CAPC") or the RCMP Chief Financial Administrative Officer ("the CFAO"). Once the RCMP Representative, the DG CAPC or the CFAO is satisfied as to the purpose of the payment and the individual

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recipient the RCMP Representative, the DG CAPC or CFAO will issue the funds IN TRUST to the Administrator.

52. The RCMP Representative shall keep a list of Claimants who are awarded compensation under the Claim Process, comprising Claimant name, compensation amount, and the numerical pseudonym applicable to that Claimant, as well as the Decision and short summary of the Assessor's justification. The list and the Decisions and summary for justification will be kept in a locked safe in a location to which only the RCMP Representative, and, when the RCMP Representative is unavailable or unable to carry out the responsibilities set out in this agreement, the DG CAPC or the CFAO, will have access. Only the RCMP Representative, the DG CAPC and the CFAO will know the combination to the safe.

53. In the event that an audit or any other required process is undertaken, the RCMP Representative may provide the list to the auditor to show compliance with government financial accountability and audit requirements.

54. The RCMP Representative must also be satisfied that a Claimant has not already received compensation for the same event(s) and injury(ies) that are the subject of the Decision. The summary of justification sent to RCMP Representative with the Decision of the Assessor with respect to each Claimant shall contain a statement indicating that the Claimant has signed the Certification of No Prior Compensation form in Appendix 8 of this Schedule.

55. To preserve the confidentiality of the identity of Claimants, the RCMP Representative will not disclose the names of Claimants except in accordance with this Schedule.

56. For the purposes of this Schedule, the RCMP Representative may be assisted by two additional persons within the Office of the DG CAPC: (i) the Director of Internal Control; and, (ii) the Senior Financial Manager of Internal Control, each of whom are subject to the same confidentiality provision applicable to the RCMP Representative as set out in this Schedule. Any reference to the RCMP Representative includes a reference to each of the Director of Internal Control and the Senior Financial Manager of Internal Control.

57. The Administrator will establish and maintain an interest-earning trust account that will be used to make payments to Claimants.

58. The trust account will be established with a Canadian financial institution that is a member of the Canadian Payments Association. The Administrator shall employ a transaction reconciliation service with the Canadian financial institution such that cheques and Electronic Funds Transfers (EFTs) must be matched and balanced by the institution against the issued cheque and EFT records on a daily basis.

59. All interest accrued in the trust account will be remitted to Canada, less any amount required to cover bank fees associated with the account.

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60. The Administrator will make all deposits and withdrawals relating to Claimant compensation from the trust account identified in this Schedule.

61. The Administrator shall not deposit or make withdrawals from the trust account for any item other than Claimant compensation or for the reimbursement of expenses owed to the Claimant under this Settlement Agreement. 62. Canada will make payment to the Administrator's trust account within 7 business days of receipt and validation by Canada of the documentation requesting funds for payment of compensation.

63. The Administrator shall withhold from payment to Claimants any percentage or amount ordered by the Federal Court to be paid to Class Counsel in respect of Class Counsel fees. The Administrator shall make such payment to Class Counsel in accordance with the order of the Federal Court.

64. Except in the case of Level 2 Claims, within 60 days of the date on which a Decision is rendered in respect of a Claimant, the Administrator shall make payment to the Claimant or, where the Claimant has provided the Administrator with a direction to pay her counsel or law firm IN TRUST, to that counsel or law firm, in an amount equal to the amount to which the Assessor has determined that she is entitled, less any amount withheld for payment to Class Counsel.

65. In respect of Level 2 Claims, the Administrator will make payment to the Claimant or, where the Claimant has provided the Administrator with a direction to pay her counsel or law firm IN TRUST, to that counsel or law firm, within 60 days after the earliest of:

- (a) 30 days after the Claimant is sent the Assessor's Decision and no Request for Reconsideration has been received by the Administrator;
- (b) the Claimant's Request for Reconsideration is denied; or
- (c) the Administrator receives confirmation from the Claimant that she is waiving her right to submit a Request for Reconsideration.

66. Monthly, or more frequently if required, the RCMP Representative, will attend at the office of the Administrator and will review/reconcile the Administrator's trust account and specific documents in files (i.e., confirming assessment level, reviewing proof of class membership, matching names of payees, amounts, dates of deposit, dates of payment and balance of funds). The Administrator and the RCMP Representative, will agree to a mutually convenient time for these meetings. A workspace will be made available to the RCMP Representative when attending the office of the Administrator.

67. 120 days after the Administrator makes the final payment(s) to Claimants, at the completion of the Claims Process the RCMP Representative, will attend at the office of the Administrator to conduct a final reconciliation of all payments in the Trust Account records and the list(s) of Claimants.

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68. Under paragraph 64(1) and 64(2)(b) of the *Financial Administration Act*, R.S.C., 1985, c. F-11, Canada is required to provide the name of an individual recipient of compensation to the Public Account, and may withhold same only if permission is given by the Public Account Committee through the Office of the Comptroller General. Canada will seek permission to withhold the names of individual recipients of compensation under this Agreement, and will only provide the names if permission to withhold them is denied.

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SCHEDULE B – APPENDIX 1

TILLER | COPLAND | ROACH SETTLEMENT

Female Non-RCMP Employee Class Action against the RCMP CLAIM FORM

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I - NOTE TO CLAIMANTS

This Claim Form is part of an out-of-court dispute resolution process. This Claims Process is a voluntary, flexible, and confidential process. The Assessor¹ will consider the information that you provide and may discuss the events that happened to you in order to decide if, and how much compensation to award you.

The Claims Process is not a judicial process or arbitration. This is a private initiative of the RCMP and Tiller Class Action Parties. This process is directed solely to Municipal Employees, Regional District Employees, employees of non-profit organizations, volunteers, Commissionaires, Supernumerary Special Constables, consultants, contractors, public service employees, students, members of integrated policing units and persons from outside agencies and police forces who are female or publicly identify as female and who were supervised or managed by the RCMP or who worked in an RCMP controlled workplace during the Class Period and who were subjected to gender or sexual orientation based harassment and discrimination by any Regular Member, Special Constable, Cadet, Auxiliary Constable, Special Constable Member, Reserve Member, Civilian Member, Public Service Employee, Temporary Civilian Employee while working or volunteering with the RCMP.

Getting counseling, support and legal assistance

If you have any questions regarding this Claim Form or the Independent Claims Process, please call XXXXX or email your questions to XXXXXX.

Throughout this Independent Claims Process, you will be asked information about the harassment and discrimination you suffered while working or volunteering with the RCMP. This Claim Form asks you to describe in detail the gender or sexual orientation based harassment and discrimination and how it has affected you. The questions contained in this Claim Form, including questions pertaining to the description of the gender or sexual orientation based harassment and discrimination, may disturb you.

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.

Any legal fees incurred will be the sole responsibility of the individual who retained the legal services.

¹ Additional Independent Assessors may be appointed to assist with the interview process and make decisions regarding level 3 to 6 claims. Where reference is made to the Independent Assessor, this may include any Additional Assessor who is appointed.

2

CLAIM FORM

Providing Completed Claim Forms

You should not complete a Claim Form if you were a Class Member in the Merlo/Davidson class action, the Ross/Roy/Satalic class action, the Association des membres de la police montée du Québec inc., Gaétan Delisle, Dupuis, Paul, Lachance, Marc v. HMTQ class action, or if you have already been

compensated from any source for the same injury(ies) and event(s) in your Claim Form. You must also provide a completed Certification of no Prior Compensation along with your Claim Form.

Supporting documents

When you provide your Claim Form, it is your responsibility to also provide any relevant documents that demonstrate that you worked or volunteered with the RCMP and documents that support your harassment or discrimination claim. Documents that are not immediately available can be sent as soon as they are available but no later than 60 days of submitting your Claim Form. The Administrator must be notified that documents will be sent after the filing of the Claim Form.

Relevant documents include those that provide:

- proof that you worked or volunteered with the RCMP (including, for example, personnel file, proof of an RCMP email address, employment contract or business card indicating your workplace, or other document referencing your work or volunteer activity with the RCMP);
- information outlining your role and interactions with the RCMP;
- the details of the harassment or discrimination you experienced;
- names of any witnesses to the harassment;
- details of the injuries or harm you experienced (for example physical or psychological medical records);
- information about any complaint, grievance, Canadian Human Rights Commission complaint or workers' compensation claim, related to the harassment or discrimination; and
- details about your efforts to recover from your injuries or losses.

Providing consent to release information

You will also be asked to provide written consent to allow the Administrator or Independent Assessor to request the release of documents and records possessed by your employer or the organization for which you volunteered, the RCMP (without compromising confidentiality), medical practitioners, hospitals, government health authorities and other third parties, including the Canadian Human Rights Commission and provincial or territorial workers' compensation boards, to provide more information about your claim. These documents will be kept strictly confidential.

Any information provided, created or obtained in the settlement and Claims Process will be kept confidential, and managed in accordance with the provisions of the Settlement Agreement (refer to Paragraph 12.01, and Schedules B and D for further details).

Levels of compensation

The RCMP and Tiller Class Action Parties have agreed to six levels of compensation. The Independent Assessor will conduct a preliminary assessment of your claim once the Claim Form is received.

Interview

The Independent Assessor will decide Level 1 and Level 2 claims on the basis of the Claim Form and supporting documents only. For Level 3 to Level 6 claims, the Independent Assessor will interview the Claimants.

Within 30 days of a Claimant being sent the Independent Assessor's decision of a Level 2 claim, the Claimant may request that the Independent Assessor reconsider the decision if she provides reasonable grounds to show that the claim should be determined in accordance with the process applicable to Levels 3, 4, 5 and 6 claims, and if she has additional documentation or information that was not reasonably available to her prior to the expiry of 60 days following the submission of her Claim Form. A request for reconsideration form can be obtained from the Independent Assessor for that purpose. It is also available online.

As stated earlier, you may retain a lawyer; however, lawyers will not be permitted to participate in interviews. You may be accompanied to an interview by a family member, a treating health care professional or a friend to assist you.

Deadline for Submitting the Claim Form

You do not need to send the Claim Form in right away, but you must send it along with a photocopy of a government-issued piece of photo identification, before XXXX in order to be eligible for compensation.

Any supporting documentation that is not included with the Claim Form must be submitted no later than 60 days after you have submitted your Claim Form.

In exceptional circumstances, the Independent Assessor may provide an extension. You must make a request for an extension within 100 days after the expiry of the deadline. A request for an extension can be made by obtaining from the Independent Assessor and sending a form prepared for that purpose. It is also available online.

You may send a hard copy of the necessary information to the address below or, if convenient, the Claim Form can be completed online on the secure server managed by the Administrator. If you choose to complete it by hand, please send it back by mail and NOT by email. If the form was sent to you by mail, please use the prepaid self-addressed envelope that was provided with it. If you do not have a prepaid self-addressed envelope, please place the form along with the rest of the required material in an envelope addressed to:

Confidential Letter Office of the Administrator XXXXX XXXXX

Additional Information about the Claims Process

The Independent Assessor may consult with medical, psychiatric, and human resources experts to help in making a decision about your claim.

There is no right to appeal or seek judicial review of the Independent Assessor's decision.

ALL CLAIMS ARE CONFIDENTIAL.

II - 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, please attach those to your Claim Form or send them later if necessary, as mentioned earlier. If your Claim Form is incomplete, you may 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 the Independent Assessor will consider when deciding whether or not to award you compensation, and if so, the amount of the compensation. If there are differences between what is stated in the Claim Form and what is said to the Independent Assessor or elsewhere, these differences may negatively impact your claim. An explanation for these differences should be provided to the Independent Assessor.

WHEN FILLING OUT THE CLAIM FORM, REMEMBER TO:

Read all questions and requests for information carefully before answering.

If you fill in this Claim Form by hand, please write legibly and use a pen.

Answer all the sections of the Claim Form that apply to you. If you cannot remember an exact date, you may provide an approximate period of time. If a section or a question does not apply to you or if you do not know an answer, please write "Not Applicable" (N/A) or "Don't Know". Do not try to guess the answers, but provide as much detail as you remember.

If your Claim Form is incomplete, you may be contacted for more details. In such case, you can consult your counsel to assist in providing the required information; this may however delay the Independent Assessor's decision about whether your claim will be accepted into the Claims Process. As such, please provide as much detail as possible on the Claim Form.

Use as many extra sheets of paper as you need to provide complete and detailed information about your claim while making sure to attach these extra sheets to your Claim Form. You may also write notes or draw pictures that would help you explain your claim. 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 to read and sign the **Declaration** found at the end of the Claim Form and that you have attached a) a photocopy of your **government-issued piece of photo identification** as well as b) any **supporting documentation**.

Make sure you have read and signed the Authorization and Direction to Release Information form and the Certification of No Prior Compensation form and have included these forms with your Claim Form.

AFTER FILLING 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 and any attachments for your records.

NEXT STEPS:

Providing notice of any changes: If you need to make changes to any information in your Claim Form after you have sent it to the Administrator, please immediately advise the office of the Administrator in writing of these changes. Examples of important changes include a change of address and new information about your claim.

Destruction of documentation: Subject to the requirements of law, within six months of the completion of all Claimant assessments and payments, the Administrator and the Independent Assessor will destroy all Class member information and documentation in their possession.

III - PROJECTED TIMELINE

Here is an overview of the claims process. This overview is designed to help you better understand the claims process and does not supersede the official documents. Please read these documents carefully.

DATE	CLAIMS PROCESS
XXXX Implementation Date)	Claimants have 180 days to file their claim by submitting the required forms. The forms are available on the Administrator's website, or can be mailed to Claimants.
, ,	At all times during the process, Claimants can ask for information by calling the Administrator's office.
	All Claimants must complete the following forms:
	Claim Form
From XXXX	Consent to Disclosure of Information Form
to YYYY	No Prior Compensation Form
(180 day period)	These forms must be forwarded to the Administrator's office before YYYY. Any supporting documentation not included in the Claim Form must be forwarded no later than 60 days after the Claimant has submitted her Claim Form.
	Final day on which Claim Forms can be received by the Administrator's.
YYYY	In certain circumstances, the Independent Assessor can grant an extension of this deadline. Claimants must then fill out the Request for Deadline Extension Form.
2222	Final day on which the Deadline Extension Form can be forwarded to the Administrator.
	The Independent Assessor analyses the Claim Forms using a six-level scale agreed to by the parties to the Settlement.
Months following	The Independent Assessor decides compensation for Level 1 and Level 2 claims on the basis of the information provided by the Claimants in the forms and accompanying documents. Level 2 Claimants can also ask for reconsideration of this determination in exceptional circumstances if they so desire by filing out the Level 2 Reconsideration Form within 30 days of being sent the Independent Assessor's decision.
	The Independent Assessor conducts face to face interviews with Claimants determined to be in Levels 3, 4, 5 and 6.

PLEASE READ THE FOLLOWING BEFORE PROCEEDING TO THE NEXT PAGE

The following questions ask for detailed information about the gender or sexual orientation based harassment and discrimination you suffered. These questions may trigger painful memories and feelings. Because of this, we suggest that you proceed slowly and that you read and complete this form in a safe place.

We recommend that you read and complete the following pages with a support person near, such as a family member, counselor, treating health care professional, a friend, or someone else you trust.

IV-CLAIMFORM

Please answer all the sections of the Claim Form that apply to you. If you cannot remember an exact date, you may provide an approximate period of time. If a section or a question does not apply to you or if you do not know an answer, please write "Not Applicable" (N/A) or "Don't Know". Do not try to guess the answers, but provide as much detail as you remember.

SECTION A PERSONAL INFORM	
You may check all relevant boxes that apply to you:	
Municipal Employee	Consultant
Regional District Employee	Contractor
Employee of a Non-Profit Organization	Public service employee (not covered in Merlo/Davidson)
U Volunteer	Student Student
Commissionaire	Member of an integrated policing unit or an outside agency or police force
Supernumerary Special Constable	Other role while working or volunteering with the RCMP
	(state role here:
Position(s)	· _ · _ · _ · _ · _ · _ · _ · _
contento)	
1 Your Name	
Test Manuals)	LastMana
First Name(s)	Last Name
first Name(s)	Last Name
First Name(s) Other names you are known by (for example, maiden na	
Other names you are known by (for example, maiden na	
Other names you are known by (for example, maiden na	
Other names you are known by (for example, maiden na Name while working or volunteering with the RCMP	
Other names you are known by (for example, maiden na	
Other names you are known by (for example, maiden na Name while working or volunteering with the RCMP	
Other names you are known by (for example, maiden na Name while working or volunteering with the RCMP	
Other names you are known by (for example, maiden na Name while working or volunteering with the RCMP	
Other names you are known by (for example, maiden na Name while working or volunteering with the RCMP 2 Your Mailing Address	ıme, nicknames)
Other names you are known by (for example, maiden na Name while working or volunteering with the RCMP 2 Your Mailing Address	ıme, nicknames)

)			leave a message at		
fome Phone Number		Q Yes		□ No	
		Can we l	eave a message at	this number?	
)	,	□ Yes		D No	
Cellular Phone Number:				2.0	
		Can we s	send you a message	e at this email address?	
Email address		Q Yes		□ No	
Email address					
What is the best way t	o contact you?	Home Phone	Cell Phone	🗆 Mail	Emai
4 Do you have a pe	rsonal representative of	or a guardian?			
Yes No If you	have a personal representation	ative or a quardian, please	provide the following	ng information:	
Name of personal representat	ive or guardian				
Street name and number				Apartment number	PO Box RR#
Street name and number				Apartment number	P.O. Box RR#
Street name and number				Apartment number	. P.O. Box RR#
		Province	Territory	Apartment number	. P.O. Box RR#
		Province	/Territory		. P.O. Box RR#
City/Village		Province Email	/Territory		. P.O. Box RR#
City/Village () Phone Number			/Territory		. P.O. Box RR#
City/Village ()	ted by a lawyer?		/Territory		. P.O. Box RR#
City/Village () Phone Number 5 Are you represen		Email			. P.O. Box RR#
City/Village () Phone Number 5 Are you represen	ted by a lawyer? have a lawyer, please prov	Email			. P.O. Box RR#
City/Village () Phone Number 5 Are you represen		Email			PO. Box RR#
City/Village () Phone Number 5 Are you represen 9 Yes I No If you		Email			PO. Box RR#
City/Village () Phone Number 5 Are you represen 9 Yes I No If you		Email			PO. Box RR#
CityiVillage () Phone Number 5 Are you represen 9 Yes 0 No If you Name of lawyer		Email		Postal Code	P.O. Box RR#
City/Village () Phone Number 5 Are you represen 9 Yes 0 No If you Name of lawyer		Email			PO. Box RR#
CityiVillage () Phone Number 5 Are you represen 9 Yes 0 No If you Name of lawyer Street name and number		Email	on:	Postal Code	PO. Box RR#
CityiVillage () Phone Number 5 Are you represen 9 Yes 0 No If you Name of lawyer Street name and number		Email	on:	Postal Code	PO. Box RR#
CityiVillage () Phone Number 5 Are you represen 9 Yes 0 No If you Name of lawyer Street name and number		Email	on:	Postal Code	PO. Box RR#
Phone Number 5 Are you represen	have a lawyer, please prov	Email	on:	Postal Code	PO. Box RR#

Childrer 1 2 3 4 5 6				Male	
Current Childrer 1 2 3 4 5 6	spouse's name n's names	11			
1 2 3 4 5 6	n's names	11			
1 2 3 4 5 6					
2 3 4 5 6					
3 4 5 6		12			
4 5 6					
5 6		13			
6		14			
		15			
7		17			
8		18			
9		19			
10		20			
	Please attach as many sheets of paper as necessary to fully a				
•	2			distantion in the states are	
9	Do you have any health problems that you feel cou if it was to be held more than six months from now		om pa	irticipating in the claims proce	ess
C Yes	No If your answer is "Yes", please attac			firming the nature of your health pr	roblem
L res	and the need for an accelerated co	nsideration of your cl	aim.		

Claimant Eligibility

You must confirm you were a female or identified as a female Municipal Employee, Regional District Employee, employee of a non-profit organization, volunteer, Commissionaire, Supernumerary Special Constable, consultant, contractor, public service employee, student, member of an integrated policing unit or a person from an outside agency or police force, or a similarly situated individual who worked or volunteered with the RCMP, at any time between September 16, 1974 and July 5, 2019.

10	Please provide details confirming your word July 5, 2019. Please cover every period y the detachment for each location when supporting documentation to this form	ou worked or volun	teered with the RCM	P. Please indica	te the size of
	Location	From	То	Position	Detachment Size
1		-			
2			1		
3					
4					
5					
6	,				
7					
8					
9					
10	P				
11					
12					
13					
14					· · · · · · · · · · · · · · · · · · ·
15					

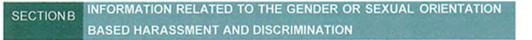
Please attach as many sheets of paper as necessary to fully answer the question.

Have you started at any time a court action, workers' compensation claim, or a grievance or harassment complaint for compensation, including a complaint to a human rights commission, for compensation for gender or sexual orientation based harassment and discrimination by an RCMP member or employee as described above, male or female, for the same injury(ies) and event(s) as set out in this Claim Form?

🗆 Yes 🛛 No

11

CLAIM FORM



Tiller v. Canada - Federal Court

	account will be requested on the next page.			
	Incident of Harassment (Briefly describe the gender or sexual orientation based harassment and discrimination and any other wrongful act that you suffered)	Approximate Date(s) of Harassment (Month(s)/Year(s))	Where did it happen?	Who Harassed You? (Name of the person, position and title of the person)
1				
2				
3				
•				
5				
5		1		
7				
8				
0				

Please attach as many sheets of paper as necessary to fully answer the question.

13	Did you ever rep	port the gender or sexual orientation based harassment and discrimination?
C Yes		If so, please include or send within 60 days of submitting this Claim form to the office of the Administrator a copy of any documents (emails, letters, etc.) related to your reporting the gender or sexual orientation based harassment and discrimination.
14		gal proceeding as a result of you reporting the gender or sexual orientation based I discrimination, did you make a victim impact statement?
C Yes	No No	If so, please include or send within 60 days of submitting this Claim form to the office of the Administrator a copy of the victim impact statement you made.
15	Please tell us yo	ur et av

For each incident of gender or sexual orientation based harassment and discrimination you listed in Question 13, please describe each in as much detail as you can:

- . Who was the perpetrator of the gender or sexual orientation based harassing and discriminatory acts?

- Who was the perpetrator of the gender or sexual orientation based harassing and discriminatory acts?
 How did it happen (circumstances leading up to the gender or sexual orientation based harassment and discrimination)?
 What happened (please describe the acts of gender or sexual orientation based harassment and discrimination)?
 Was anything said to you during the incident(s)? For example, were you threatened (if so, what was said to you)?
 When did the gender or sexual orientation based harassment and discrimination happen (please indicate the approximate date when the gender or sexual orientation based harassment and discrimination happen (please indicate the approximate date when the gender or sexual orientation based harassment and discrimination happen?
 How often did the gender or sexual orientation based harassment and discrimination stop?
 When did the gender or sexual orientation based harassment and discrimination stop?
 When did the gender or sexual orientation based harassment and discrimination happen?
 Where did the gender or sexual orientation based harassment and discrimination happen?
 Did you speak with anyone (for example, a parent, spouse, friend, etc.)?
 Did you have any physical manifestations (bruising, pregnancy, etc.)?

16 For each of the incidents of gender or sexual orientation based harassment and discrimination described at Question 15, please explain in your own words how the gender or sexual orientation based harassment and discrimination has affected your life. Give as much detail as possible. For example, what were the repercussions of the gender or sexual orientation based harassment and discrimination on your personal relationships, intimate relationships, and professional relationships?

Please attach as many sheets of paper as necessary to fully answer the question.

What other circumstances, if any, did you experience that aggravating factors that apply to your claim. These factors elevant in the space provided below.	worsened the effects of the harassment you suffered? Please check any s are simply examples, you can add any other aggravating factors you see as			
Uverbal abuse				
acist acts				
threats .	□ vulnerability			
witnessing someone else being abused	 betrayal (that is, you were harassed by an individual working within the RCMP who had a relationship of trust with you or who was in a 			
violence accompanying sexual harassment	the RCMP who had a relationship of trust with you or who was in a position of authority over you)			
intimidation				

18 If you are still experiencing problems that you think are related to the gender or sexual orientation based harassment and discrimination by any individual working within the RCMP as described above, please describe the problems. If you are not still experiencing any such problems, please write "N/A" in the space provided below.

Please attach as many sheets of paper as necessary to fully answer the question.

SECTIONC TREATMENT

19	hospitalization, for emotional, p orientation base	eceived treatment, couns visit to a family doctor, vi ohysical or psychologica ed harassment and discri wove, that you suffered?	sit to a specialist, visit t I effects that you think	o a clinic, or non-trac might be related to	litional remedies) the gender or sexual
C Yes	□ No	ii Please include any t	th details in the chart below reatment you are still underg th a copy of all relevant med	oing; and	ation.
	ribe the injury or dition requiring treatment	Describe the type of treatment received (please include the name and dosage of any medication prescribed)	When was the treatment provided (month and year)	Who provided the treatment?	Where did you receive the treatment (name and location of the facility or office)
-					
	2				

Yes	D No	If you answered "Yes", please provide the name of the person who treated you, describe the injury and treatment, and provide the approximate date(s) when you received that treatment

□ No
If you answered "Yes" to question 21, please advise whether you reported such physical, emotional, sexual or sexual orientation harassment to the police and whether there were are legal proceedings (whether civil or criminal) with regard to these events.
I Yes No
If you answered "Yes" to question 21, please answer the following questions to the best of your knowledge and ability
 Who physically, emotionally, or sexually harassed you? How did it happen (circumstances leading up to the physical, emotional, sexual or sexual orientation harassment)? What happened (please describe the acts of physical, emotional, sexual or sexual orientation harassment)? Was anything said to you during the physical, emotional, sexual or sexual orientation harassment)? Was anything said to you during the physical, emotional, sexual or sexual orientation harassment? When did it happene (please include the approximate date when the physical, emotional, sexual or sexual orientation harassment (For example, a threat? If so, please describe what was said)? When did it happen (please include the approximate date when the physical, emotional, sexual or sexual orientation harassment started)? How often did the physical, emotional, sexual or sexual orientation harassment tappen? When did the physical, emotional, sexual or sexual orientation harassment started)? Other did the physical, emotional, sexual or sexual orientation harassment tappen? Other did the physical, emotional, sexual or sexual orientation harassment top? Other did the physical, emotional, sexual or sexual orientation harassment (for example, a parent, sexual orientation harassment happen? Did you speak to anyone about the physical, emotional, sexual or sexual orientation harassment happen?
spouse, friend, health care professional, etc.)? our own words, please describe how this other physical, emotional, sexual or sexual orientation harassment affected your life, uding you training and employment, in the space below:

2 Please provide details about yo	ur education and training	g.		
School, college, university, or other faculty attended	Approximat	e dates	Grade/level reached and certificate	
	From	То	degree or diploma obtained	
-				
			_	
		-		
-				

Please attach as many sheets of paper as necessary to fully answer the question.

	Approxima	ate dates	Reason(s) why you stopped working for the employer	
Name of your employer and your job title'	From	То	or were unemployed	

Please attach as many sheets of paper as necessary to fully answer the question. ¹ For periods you were not employed, describe your activities during that time.

24	24 Do you think the gender or sexual orientation based harassment and discrimination while working volunteering with the RCMP as described at Question 15 affected your training, employment, or ability to work						to wor
] Yes	□ No	If you answered they how the gender of training, employed the training of training of the trai	Yes" to question 24 or sexual orientation nent, or ability to we	, please provide us based harassment ork.	with details and ar and discriminatio	y information regard has affected your	ing
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				25
25	A. Are you currently unemployed or under-employed?	C Yes	□ No	
	B. Are you in financial difficulty?	C Yes	No No	
	C. Have you ever declared bankruptcy?	C Yes		

If you answered "Yes" to questions 25-A, 25-B, or 25-C, please answer the following questions to the best of your ability and knowledge.

If you are currently unemployed, under-employed, experiencing financial difficulty, or bankrupt due to gender or sexual orientation based harassment and discrimination by an individual working within the RCMP, please describe how you believe the gender or sexual orientation based harassment and discrimination prevents you from working to your full capacity.

If the reason for which you are unemployed, under-employed, experiencing financial difficulty or have become bankrupt is not due to the gender or sexual orientation based harassment and discrimination described at question 15, please write "N/A" in the space provided below.

		encount the superior		
Please attach as many sheets of pa	per as necessary to fully	answer the question.		

26 Please describe any other physical or psychological injuries or conditions not related to the gender or sexual orientation based harassment and discrimination by an individual as described above working within the RCMP that:

A. Have affected your ability to work in the past;

B. Are currently affecting your ability to work; or

C. May affect your work in the future.

These injuries or condition may be the result of a major event in your life, such as an accident, an assault, a divorce, the death of a loved one, etc. Please provide a description of the relevant circumstances.

Please attach as many sheets of paper as necessary to fully answer the question.

27 Please describe your future work and/or education plans.

- A. If you are unemployed, do you plan to return to work or have educational pursuits (please describe your plans including approximate timing of a return to work or educational/training facility);
- B. If you are employed, please describe whether you plan to continue at your present employment and, if not, please describe your future work/education plans (including the approximate timing of any future plans); and
- C. If you are retired, please describe the circumstances surrounding your retirement (the date you retired, your employer, your job title, reasons for your retirement and whether your retirement was voluntary or involuntary).

Please attach as many sheets of paper as necessary to fully answer the question.

] Yes	No No	If you answered "Yes" to concerning which you w	question 28, please provide us with vere compensated for loss of income	details and any information regarding the dates the amount, and the reason for compensation.
	for which pay	dates of income loss ments were received ear to month/year) ²	Source of payment	Reason for payment (describe the injury or condition that resulted in the payments)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Please attach as many sheets of paper as necessary to fully answer the question.

² If payments are still being received, please indicate that fact and list the start date of your benefits.

DECLARATION

I.______, from the City/Town/Village of _______, in the Province/Territory of _______.

SOLEMNLY DECLARE:

Information that may be communicated to the experts retained by the Independent Assessor

I understand that my personal information, including the details about any gender or sexual orientation based harassment and discrimination. I allege to have suffered may be communicated to experts retained by the Independent Assessor while preserving anonymity.

Financial Loss Claims

I will provide to the Administrator all employment records that are required.

Police Records

I will provide statements made to the police and impact statements presented to the court, if I have them, and will authorize those holding the same to provide them to the Administrator or the Independent Assessor if that is not the case.

Administrator or Independent Assessor may conduct investigations

I further understand that the Administrator or Independent Assessor can verify the truthfulness of my statements and allegations by seeking information necessary to properly determine the claim from third parties, including my employer or the RCMP. The Independent Assessor shall put to the Claimant any information which may be unfavorable to the Claimant's allegations and give her the opportunity to respond.

Private and Confidential Process

I agree to respect the private nature of any meeting or interview that may be conducted in this process. I will not disclose the details or existence of any witness statement I receive or anything said at the meeting or interview by any participant, except what I say myself.

Independent Assessor and Administrator

I recognize that the Independent Assessor and Administrator do not represent the RCMP and are not acting as legal counsel for any of the Parties, that the Independent Assessor and Administrator 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. I accept that the Independent Assessor and Administrator have no responsibility regarding the conduct of Parties to these proceedings.

Non-Disclosure

I further accept that as neutral persons the Administrator and Independent Assessor have no duty to ensure the enforceability or validity of any agreement reached. Should an action be commenced, I accept that the Administrator, Independent Assessor, and their staff may not be called as witnesses and that no document in their possession, including their own records, notes and offers of compensation can be required for disclosure. The only disclosure that will be permitted is that required by law.

Independent Process

I confirm that I have been informed of the Claims Process and understand that the Independent Assessor is not the agent of the RCMP, that he or she will choose his or her assistants, and hire experts, that he or she will set schedules, and decide independently whether each claim falls within Levels 1, 2 or within Levels 3 to 6, as set out in the court approved Settlement. The Independent Assessor will decide on the amount of compensation to be offered according to the agreed compensation levels and distribute the funds that he or she will have received from the Government of Canada. I am aware that this process is meant to be non-confrontational and that there will be no formal hearings and cross-examinations or other forms of formal litigation.

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.

I ACCEPT THAT SIGNING THIS CLAIM FORM HAS THE SAME EFFECT AS IF I HAD STATED THE INFORMATION CONTAINED IN THE CLAIM FORM AND ACCOMPANYING THE CLAIM FORM UNDER OATH (OR AFFIRMATION) IN COURT.

Witness Signature

Claimant (or guardian) Signature

(The witness must be a Commissioner for taking affidavits or someone you personally know. The witness must see you sign the form but is not required to read the form.)

Print name of the witness

Date (day/month/year)

Date (day/month/year)

32

CLAIM FORM

AUTHORIZATION AND DIRECTION TO RELEASE INFORMATION

From:		
	(print your	name)

Date of Birth:

Health Card Number:

THIS SHALL BE your good and sufficient authority to release, disclose, and/or discuss, which includes allowing access, review, inspection, the making of copies, with the Administrator or Independent Assessor and his or her team at their request, all records, reports, documentation, correspondence and/or information you have under your control, whether on paper, electronically or under a different format, pertaining to:

- Medical information: All medical reports, records and pre-existing medication information, tests, dates or information, diagnostics, prognostics, treatment plans, treatments/medication given and/or received, etc.
- Employment information: All my employment files, evaluations and notes to file, all information concerning my abilities to return to work and my professional status including permission to contact my past, current or potential employer.
- Police reports / Incident reports: All records, including the permission to contact the agent and/or
 professionals involved in any incidents outlined by the Independent Assessor.
- Previous claim information: All records and documentation regarding previous claims for Harassment filed by the Claimant and any decisions in relation to those claims from the Canadian Human Rights Commission or any provincial or territorial workers' compensation scheme.
- Financial information/Insurance/Pensions: All records, claims, documentation, correspondence, declarations, applications and forms including the permission to contact any agent, representative and broker.

A photocopy or transmission of this authorization by facsimile may be accepted with the same authority as the original.

I have read the above authorization and express my consent by affixing my signature.

Witness Signature

Claimant Signature

Date

CERTIFICATION OF NO PRIOR COMPENSATION

DECLARATION

and the second second

_, from the City of

_, in the province of_____

SOLEMNLY DECLARE:

I HAVE NOT RESOLVED A CIVIL CLAIM, GRIEVANCE OR HARASSMENT COMPLAINT FOR COMPENSATION FOR HARASSMENT, INCLUDING A CLAIM MADE PURSUANT TO A WORKERS' COMPENSATION SCHEME OR A COMPLAINT TO A HUMAN RIGHTS COMMISSION WITH RESPECT TO THE SAME EVENT(S) AND INJURY(IES) FOR WHICH I AM MAKING A CLAIM UNDER THIS SETTLEMENT.

I understand that the Administrator or Independent Assessor can verify the truthfulness of my statements and allegations by seeking information necessary to properly determine my certification regarding no prior compensation from third parties, including my employer, the organization for which I volunteered, the RCMP. The Independent Assessor shall put to the claimant any information that may be unfavourable to the claimant's allegations and give her the opportunity to respond.

I confirm that all of the information provided in this No Prior Compensation Form is true, whether made by me or on my behalf. Where someone has helped me with this No Prior Compensation Form, that person has read to me everything they wrote and included with this *No Prior Compensation Form*, if necessary to allow me to understand the content of this completed No Prior Compensation Form and any attachments to it, and I confirm that this information is true.

I ACCEPT THAT SIGNING THIS CERTIFICATION OF NO PRIOR COMPENSATION FORM HAS THE SAME EFFECT AS IF I HAD STATED THE INFORMATION CONTAINED IN THE CERTIFICATION OF NO PRIOR COMPENSATION FORM AND ACCOMPANYING CLAIM FORM UNDER OATH (OR AFFIRMATION) IN COURT.

Witness	Signature
---------	-----------

(The witness must be a Commissioner for taking affidavits or someone you personally know. The witness must see you sign the form but is not required to read the form.)

Print name of the witness

Date (day/month/year)

Claimant (or guardian) Signature

Date (day/month/year)

SUBMISSION CHECKLIST

BEFORE YOU SUBMIT THIS CLAIM FORM, PLEASE ENSURE IT IS COMPLETE:

Make sure you have read and signed, and had a witness sign, the following:

Your Declaration (pages 30-32)

Your Authorization and Direction to Release Information form (page 33)

Your Certification of No Prior Compensation form (page 34)

Copy of your Government-issued photo identification (e.g. Passport, Driver's License, other)

Copies of any documents that support your claim unless submitting these separately

 Indicate below if you will be submitting additional documents to the Administrator separately, after the filing of this claim form

Yes

Please send your completed Claim Form and all related documents to:

Office of the Administrator, c/o XXXXXXX

Mail: XXXXXXXXXX, Toronto, ON, Canada, XXX XXX, or

Fax: XXX-XXX-XXXX , or

Electronic upload: www.XXXXXXXXXXXXXXXXXXXXX.com

SCHEDULE B – APPENDIX 2 REQUEST FOR DEADLINE EXTENSION

NOTE TO CLAIMANTS

This Request for Deadline Extension Form is part of the out-of-court settlement.

The RCMP and Tiller Class Action Parties agreed that potential claimants may be able to ask for an extension of time of up to 100 days after the Claim Deadline expires. The Claim Deadline is on XXXX (180 days after the Implementation Date).

You have only until XXXX to ask for a deadline extension.

Potential claimants seeking extensions must be able to provide three things:

1. Exceptional reasons justifying an extension;

2. A completed Claim Form; and

Supporting documentation, which must be provided at the same time as this Request for Deadline Extension Form.

There will be no right to appeal or seek judicial review of the Independent Assessor's decision regarding a request for an extension.

If you have any questions regarding this Claim Form or the Independent Claims Process, please call XXX or email your questions to XXX.

AFTER COMPLETING THE EXTENSION 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.

If you need to make changes to any information in your Request for Deadline Extension Form after you have sent it to the Administrator, please immediately advise the Administrator in writing of these changes. Examples of important changes include a change of address and new information about your claim.

This form must be completed and sent to the Administrator, along with any additional sheets of paper and relevant documents, as well as a photocopy of a government-issued piece of identification. If convenient, this form can be completed online on the secure server managed by the Administrator. If you choose to complete it by hand, please send it back by mail and **NOT** by email. If the form was sent to you by mail, please use the prepaid self-addressed envelope that was provided with it. If you do not have a prepaid self-addressed envelope, please place the form along with the rest of the required material in an envelope addressed to:

> Confidential Letter Office of the Administrator XXX XXX

ALL CLAIMS ARE CONFIDENTIAL.

REQUEST FOR DEADLINE EXTENSION

SECTION A - PERSONAL INFORMATION

You may check all relevant boxes that apply to you:

Municipal Employee	
Regional District Employee	
Employee of a Non-Profit Organization	DP
Volunteer	□s
Commissionaire	
Supernumerary Special Constable	□ s

Consultant

Contractor

Public service employee (not covered in Merio/Davidson)

Student

Member of an integrated policing unit or an outside agency or police force

Similarly situated individual working or volunteering with the RCMP (state role here: ______

irst Name(s)	Last Name	
ther names you are known by (for example, maiden name, nicknames)		
lame while working or volunteering with the RCMP		
Position		
2 MAILING ADDRESS		
	Apartment number, P.O. E	lox or RR#

REQUEST FOR DEADLINE EXTENSION

1				Can we lea	ave a message a	t this number?	
,				□ Yes	2. 2 6 moreage 0	No	
Home Phone N	Imper						
()					ave a message a		
Cellular Phone I	lumber			□ Yes		□ No	
				Can we se	and you a messad	ge at this email ad	dress?
				□ Yes		D No	
Email address							
What is the	best way to contac	ct you?	□ Home P	hone	Cell Phone	C Mail	🗆 Email
4 DO Y	OU HAVE A PER	SONAL R	EPRESENTA	TIVE OR A	A GUARDIAN	?	
□Yes □		nereonal re-	orocontativo or i	ouardian r	lease provide the	e following informa	tion:
Name of person	al representative or guar	rdian					
Street name an	Inumber					Apartment numb	er, P.O. Box RR#
Street name an	I number					Apartment numb	er, P.O. Box RRI
	I number			Province/Te	mitory	Apartment numb Postal Code	er, P.O. Box RR#
	l number			Province/Te	mitory		er, P.O. Box RR#
City/Village ()	I number			Province/Te Email	mitory		er, P.O. Box RRA
Phone Number		ITED BY A	LAWYER?		mitory		er, P.O. Box RR#
City/Village () Phone Number 5 ARE	YOU REPRESEN			Email			er, P.O. Box RR#
City/Village () Phone Number 5 ARE	YOU REPRESEN		LAWYER?	Email			er, P.O. Box RR#
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City/Village () Phone Number 5 ARE 0 Yes 0	YOU REPRESEN No If you have a			Email	ormation:	Postal Code	er, P.O. Box RR

SECTION B – EXCEPTIONAL CIRCUMSTANCES REQUIRING THE EXTENSION OF TIME

Please tell us why you need an extension.

Using the space provided below, please provide as much detail as possible to tell the Independent Assessor why you require an extension to participate in the claims process:

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		and the second se	and the second se
	and the second		
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Please attach as many sheets of paper as necessary to fully answer the question.

REQUEST FOR DEADLINE EXTENSION

DECLARATION

, from the City/Town/Village of

, in the Province/Territory of

SOLEMNLY DECLARE:

I understand that the Administrator or Independent Assessor can verify the truthfulness of my statements and allegations by seeking information necessary to properly determine my request for a deadline extension from third parties, including my employer, the organization for which I volunteered, or the RCMP. The Independent Assessor shall put to the claimant any information that may be unfavourable to the claimant's allegations and give her the opportunity to respond.

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

IACCEPT THAT SIGNING THIS REQUEST FOR DEADLINE EXTENSION FORM HAS THE SAME EFFECT AS IF I HAD STATED THE INFORMATION CONTAINED IN THE REQUEST FOR DEADLINE EXTENSION FORM AND ACCOMPANYING CLAIM FORM UNDER OATH (OR AFFIRMATION) IN COURT.

Witness Signature	Claimant (or guardian) Signature
(The witness must be a Commissioner for taking affidavits or someone you personally know. The witness must see you sign the form but is not required to read the form.)	
Print name of the witness	
Date (day/month/year)	Date (day/month/year)

SCHEDULE B - APPENDIX 3

CLASS MEMBER LIST

POTENTIAL CLASS MEMBER LIST

 Canada will prepare a list of female Municipal Employees, Regional District Employees, employees of non-profit organizations, volunteers, Commissionaires, Supernumerary Special Constables, consultants, contractors, public service employees, students, members of integrated policing units and persons from outside agencies and police forces, and similarly situated individuals, who Canada believes worked in an RCMP workplace between September 16, 1974 and the Approval Date, where such information is in the RCMP's possession (the "List").

2. While Canada will use efforts to ensure that the List is as comprehensive as possible, the parties acknowledge that, given that Primary Class Members are not members or employees of the RCMP, Canada has very little information regarding Primary Class Members.

The List will include the following information for each individual where available:

(a) name while working with the RCMP;

- (b) date of birth;
- (c) date range when the individual may have been present in an RCMP workplace;
- (d) category of Primary Class Member; and
- (e) current RCMP email contact information.
- The List has certain limitations:

 a) Historical records may not be complete, particularly prior to 1998. Persons who are Primary Class Members may not be included on the List.

b) Individuals may have left the RCMP well before the departure date indicated by the date range provided in the List.

 For Primary Class Members for whom current RCMP email address information is available, the Notice Provider shall provide, at Canada's expense, Notices by email, as set out in Schedule A of the Agreement.

Page 1 of 1

SCHEDULE B - APPENDIX 4

IDENTIFICATION OF PREVIOUS CLAIMS

1. The Claimant will complete and submit to the Administrator the Claim Form in Schedule B – Appendix 1 of this Agreement, including the answer to question 12 relating to prior court action or administrative proceeding for compensation for gender or sexual orientation based harassment or discrimination in the workplace by any Regular Member, Special Constable, Cadet, Auxiliary Constable, Special Constable Member, Reserve Member, Civilian Member, Public Service Employee, or Temporary Civilian Employee, working within the RCMP, male or female, that is directed at and offensive to a Primary Class Member.

 The Claimant will complete and submit to the Administrator the Certification of No Prior Compensation form in Appendix 8 to Schedule B.

3. Canada will provide to the Assessor and the Administrator a list of individuals who have been paid compensation by Canada further to a civil claim, grievance or harassment complaint, including a complaint to the Canadian Human Rights Tribunal, and to which Canada was a party, or who have otherwise had such a claim in which compensation was claimed, resolved in respect of gender or sexual orientation based harassment or discrimination in the workplace. This list will have limitations in that it will not include claims which may have been filed against a third party without Canada's involvement or knowledge (e.g., a Workers' Compensation claim).

4. The Administrator will conduct a preliminary review by checking the list provided by Canada further to paragraph 3 above and inform the Assessor whether the Claimant's name is on the list when providing the Claim Package to the Assessor. Where the Claimant's name appears on the list, the Administrator will gather information related to the previously resolved complaint and provide it to the Assessor.

 The Assessor will verify the truthfulness of the statements made by the Claimant, when, and in the manner in which he or she deems necessary, by, including, but not limited to:

(a) checking the list provided by Canada further to paragraph 3 above;

- (b) seeking further information from the Claimant by telephone call;
- (c) seeking further information from and discussing the response with the Claimant in the interview, where applicable;
- (d) seeking information necessary from third parties to properly determine the attestation regarding no prior compensation.

5. If the Assessor believes there may have been a prior civil claim, grievance or harassment complaint, including a complaint to the Canadian Human Rights Commission, or a claim to a provincial or territorial workers' compensation scheme, made by a Claimant with respect to the same event(s) and injury(ies) as claimed in the Claim Form, he or she may in his or her discretion request information and documents from Canada, or third parties, regarding the

Page 1 of 2

previous claim and the outcome, including but not limited to any pleadings, complaint or application forms, statements, decisions rendered, settlement documents and releases.

6. If the Assessor determines that a previous civil claim, grievance or harassment complaint, including a complaint to the Canadian Human Rights Commission or a claim made pursuant to a provincial or territorial workers' compensation scheme, has been resolved by a Claimant for compensation for gender or sexual orientation based discrimination or harassment with respect to the same event(s) and injury(ies) as claimed in the Claim Form, the Assessor will deny the Claim, state the reason for the denial in the Decision, and advise the Claimant.

Page 2 of 2

SCHEDULE B – APPENDIX 5

COMPENSATION LEVELS

NOTE:

The description of the levels in this appendix is not meant to present a list of factors that must be found to exist in a given case when determining which amount of compensation, if any, will be awarded. The existence or absence of any one factor does not necessarily dictate the level at which a claim will be decided.

The factors are indicators that are based on the analysis of human rights tribunal and court decisions, as well as professional comments on the impact of the type of conduct described.

The problem we face is one of systemic harassment, which suggests that there are common factors to be found with regard to culpable conduct and its effect on victims. Nevertheless, every individual has a different experience to present and we must be attentive to the fact that all want to be heard, understood and believed. We must also be alive to the fact that not all people react the same way to a traumatising event. The description of the levels in this appendix will help provide a framework for achieving decisions that are consistent and fair.

Level 1 - \$10,000

Culpable conduct includes but is not limited to:

Sexualized comments

Sexualized jokes

Inappropriate questioning regarding the complainant's personal life

Exhibitionism

Bullying causing psychological harm, anxiety

Mockery by various means

Communication of a sexual or romantic nature

Effect on victim:

Anxiety, nightmares, occasional panic attacks

Rage, feeling of humiliation

Loss of self esteem

Feelings of degradation and discomfort

Note: No substance abuse or work interruption, no ongoing psychological damage

Level 2 - \$35,000

Culpable conduct includes but is not limited to: Kissing

Touching with a sexual purpose or intention

Simulating sexual intercourse or masturbation

Physical aggression causing harm

Mockery by various means

Bullying causing psychological harm, anxiety

Persistent communication of a sexual or romantic nature

Exposure to pornography1

Effect on victim:

Physical wound

Temporary incapacity forcing medical attention

Post-traumatic stress, not severe

Auto condemnation, feeling culpable

Loss of confidence in others

Anxiety, nightmares, occasional panic attacks

Rage, feeling of humiliation

Mild depression

Minor work disruption

Note: no psychiatric condition, no troubling substance abuse, no permanent psychiatric affliction

¹ This does not include showing pomography in the context of a criminal investigation.

Level 3 - \$70,000

Culpable conduct includes but is not limited to:

Gender-based putdowns

Persistent kissing or touching with sexual intention

Exposure of genitals to complainant

Sexual advances

Constant intimidation in front of others

Intimidation by using rank

Mockery with intent to degrade

Incessant communications of a romantic or sexual nature

Persistent exposure to pornography2

Reprisals related to work environment

Effect on victim:

Severe stress affecting the complainant's health Auto-condemnation Loss of confidence in others Severe anxiety Frequent panic attacks Severe nightmares Sexual dysfunction Mild drug or alcohol abuse Wound making permanent mark Temporary work disruption Loss of self-esteem

Loss of desire to communicate feelings of love or desire

² This does not include showing pornography in the context of a criminal investigation.

Level 4 - \$100,000

Culpable conduct includes but is not limited to: Persistent or ongoing gender-based putdowns Touching of complainant's genitalia Forcing oneself on victim physically Physical aggression causing wound Exposure to violent pornography³ Harassment towards vulnerable complainant

Effect on victim:

Severe stress affecting the complainant's health

Post-traumatic stress

Diminished professional status or reputations

Drug or alcohol abuse

Absenteeism

Suicidal ideation

Diminished physical health or well-being

³ This does not include showing pornography in the context of a criminal investigation.

Level 5 - \$150,000

Culpable conduct includes but is not limited to:

Persistent intimidation, bullying, aggressions

Acts to denigrate and humiliate in front of others

Diminishing value of Class Member by assigning menial tasks below the Class Member's abilities

Acts meant to affect working conditions or career development

Acts causing interpersonal problems

Acts intended to cause emotional stress

Using rank to denigrate

Repeated Sexual advances

Harassment towards complainant with moderate vulnerability

Forcing complainant to perform non-penetrative sex acts

Effect on victim:

Severe stress affecting the complainant's health Post-traumatic stress Obsessional tendencies Substance abuse Problems with interpersonal relationships Suicidal thoughts Wound leaving a permanent mark Feeling culpable, auto-condemnation Loss of confidence and self-esteem Loss of desire to communicate feelings of love or desire Some work disruption

Level 6 - \$220,000

Culpable conduct includes but is not limited to:

Continuous intimidation, bullying, aggressions

Forcing complainant to engage in penetrative sex acts

Harassment towards complainant with heightened vulnerability

Acts to isolate from other employees or volunteers

Acts to denigrate and affect career development

Sexual advances

Using rank to denigrate

Acts meant to cause emotional stress

Effects on the victim:

Severe stress affecting the complainant's health Severe post-traumatic stress Disorganized behaviour Personality problems Suicidal thoughts or attempts Sexual dysfunction Chronic psychiatric condition Substance abuse Inability to work

SCHEDULE B - APPENDIX 6

COMPENSATION AMOUNTS

LEVEL 1	Minimal Injury	\$10,000
LEVEL 2	Mild Injury	\$35,000
LEVEL 3	Low Moderate Injury	\$70,000
LEVEL 4	Upper Moderate Injury	\$100,000
LEVEL 5	Significant Injury	\$150,000
LEVEL 6	Severe Injury	\$220,000

Page 1 of 1

SCHEDULE B - APPENDIX 7

REQUEST FOR RECONSIDERATION OF A LEVEL 2 CLAIM

NOTE TO CLAIMANTS

This Request for Reconsideration of a Level 2 Claim Form is part of the out-of-court settlement. At the Claim Form stage, the Independent Assessor¹ considered the information that you provided in order to decide how much compensation to award you.

This settlement provided for compensation based on levels. For those claims where it was clear that the claim was a Level 1 claim or a Level 2 claim, the Independent Assessor dealt with the claim without an interview.

However, claimants whose claims are assessed as Level 2 claims can ask the Independent Assessor to reconsider his or her decision. The Claimant must show two things:

There are reasonable grounds showing there should be an interview to decide the Claim;
 There are more documents or information that were not reasonably available to the Claimant prior to the expiry of 60 days following the submission of her Claim Form.

You have only 30 days from the day you received the Independent Assessor's decision telling you that you have a Level 2 claim to apply for reconsideration. Please provide any new documents when you provide this Reconsideration Form.

There will be no right to appeal or seek judicial review of the Independent Assessor's reconsideration decision.

If you have any questions regarding this form or the Independent Claims Process, please call XXX or email your request to XXXX.

This form must be completed and sent to the Administrator, along with any additional sheets of paper and supporting documents, as well as a photocopy of a government-issued piece of identification. If convenient, this form can be completed online on the secure server managed by the Administrator. If you choose to complete it by hand, please send it back by mail and **NOT** by email. If the form was sent to you by mail, please use the prepaid self-addressed envelope that was provided with it. If you do not have a prepaid self-addressed envelope, please place the form along with the rest of the required material in an envelope addressed to:

Confidential Letter Office of the Administrator XXX XXX

ALL CLAIMS ARE CONFIDENTIAL.

¹ Additional Assessors may be appointed to assist with the interview process and make decisions regarding level 3 to 6 claims. Where reference is made to the Independent Assessor, this may include any Additional Assessor who is appointed.

REQUEST FOR RECONSIDERATION OF A LEVEL 2 CLAIM

	the second division in the local					
You may check all re	elevant boxes that ap	ply to you:				
Municipal Employ	00					
Regional District	Employee					
Employee of a No	on-Profit Organization	1				
Volunteer						
Commissionaire						
Supernumerary S	pecial Constable					
Consultant						
Contractor						
Public service em	ployee (not covered	in Merlo/Davidson)				
Student						
Member of an inte	grated policing unit or	an outside agency or po	olice force			
Similarly situated i	ndividual working or v	olunteering with the RCI	MP (state role here:			٢
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First Name(s)			Last Name			
	e known by (for exam	ple, maiden name, nick				
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REQUEST FOR RECONSIDERATION OF A LEVEL 2 CLAIM

() Phone Number 5 ARE YOU F 9 Yes No Name of lawyer Street name and numbe City/Village ()	REPRESENTED BY A	A LAWYER?	g information:	Office Number Postal Code		
Phone Number 5 ARE YOU F U Yes INO Name of lawyer Street name and numbe	If you have a lawyer, ple	A LAWYER?				
Phone Number 5 ARE YOU F U Yes INO Name of lawyer	If you have a lawyer, ple	A LAWYER?	g information:	Office Number	-	
Phone Number 5 ARE YOU F U Yes I No		A LAWYER?	g information:			
Phone Number 5 ARE YOU F		A LAWYER?	g information:			
5 ARE YOU F		A LAWYER?	g information:			
Phone Number	REPRESENTED BY					
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City/Village		Provir	ce/Territory	Postal Code		
over name and numbe				Aparament hathe		
Street name and numbe				Apartment numb	AT DO Boy DD	
ame of personal repres	entative or guardian					
□Yes □No	If you have a personal re	epresentative or a guard	ian, please provide	the following informa	tion:	
4 DO YOU H	AVE A PERSONAL R	REPRESENTATIVE	OR A GUARDIA	N?		
What is the best w	ay to contact you?	Home Phone	Cell Phon	e 🗆 Mail	🗆 Email	
Email address				2.10		
		Can t		sage at this email ad	ge at this email address?	
Cellular Phone Number				2		
()			Can we leave a message at this number? □ Yes □ No			
			10			
Home Phone Number				□ No		
() Home Phone Number		Can	we leave a message	Condition of the second		

SECTION B - REASONABLE GROUNDS REQUIRING THE LEVEL 3 TO LEVEL 6 PROCEDURE

Please tell us why your claim should be reconsidered.

Using the space provided below, please provide as much detail as possible to tell the Independent Assessor why your claim should be considered in the Level 3 to Level 6 process:

SECTION C - ADDITIONAL DOCUMENTS OR INFORMATION

Please provide us with additional documents or information.

Using the space provided below, please tell us what additional documents or information you would like the Independent Assessor to consider. Please attach any additional documents to this reconsideration request:

Using the space below, please tell us why these documents or information were not reasonably available to you prior to the expiry of 60 days following the submission of your Claim Form:

Please attach as many sheets of paper as necessary to fully answer the questions.

REQUEST FOR RECONSIDERATION OF A LEVEL 2 CLAIM

DECLARATION

_____, from the City/Town/Village of

, in the Province/Territory of

SOLEMNLY DECLARE:

I understand that the Administrator or Independent Assessor can verify the truthfulness of my statements and allegations by seeking information necessary to properly determine my request for reconsideration from third parties, including my employer, the organization for which I volunteered, or the RCMP. The Independent Assessor shall put to the claimant any information that may be unfavourable to the claimant's allegations and give her the opportunity to respond.

I confirm that all of the information provided in this Request for Reconsideration of a Level 2 Claim Form is true, whether made by me or on my behalf. Where someone has helped me with this Request for Reconsideration of a Level 2 Claim Form, that person has read to me everything they wrote and included with this Request for Reconsideration of a Level 2 Claim Form, if necessary to allow me to understand the content of this completed Request for Reconsideration of a Level 2 Claim Form and any attachments to it, and I confirm that this information is true.

I ACCEPT THAT SIGNING THIS REQUEST FOR RECONSIDERATION OF A LEVEL 2 CLAIM FORM HAS THE SAME EFFECT AS IF I HAD STATED THE INFORMATION CONTAINED IN THE REQUEST FOR RECONSIDERATION OF A LEVEL 2 CLAIM FORM AND ACCOMPANYING THE CLAIM FORM UNDER OATH (OR AFFIRMATION) IN COURT.

Witness Signature

Claimant (or guardian) Signature

(The witness must be a Commissioner for taking affidavits or someone you personally know. The witness must see you sign the form but is not required to read the form.)

Print name of the witness

Date (day/month/year)

Date (day/month/year)

SCHEDULE B - APPENDIX 8

CERTIFICATION OF NO PRIOR COMPENSATION

NOTE TO CLAIMANTS

This Certification of No Prior Compensation Form is part of the out-of-court settlement.

Canada and the Tiller Class Action Parties agreed that potential claimants who have already resolved a civil claim, grievance or harassment complaint in which compensation was claimed, including a claim made pursuant to a Workers' Compensation scheme or a complaint to a Human Rights Tribunal with respect to the same event(s) and injury(ies) as claimed in the Claim Form, will not be eligible to participate in this process. As such, you must certify that you have not been compensated from any source, with respect to the same events and injuries for which you are making a claim under this Settlement.

If you have any questions regarding this form or the Independent Claims Process, please call XXX or email your questions to XXX.

PROVIDING COMPLETED CERTIFICATION OF NO PRIOR COMPENSATION FORM

Your completed Certification of No Prior Compensation Form, along with a photocopy of a government-issued piece of photo identification and all supporting documents, must be sent to the Administrator within 180 days of the Implementation Date, that date being XXXX. You do not need to send the Certification of No Prior Compensation Form in right away, but you must send the form before XXXX in order to be eligible for compensation.

AFTER FILLING THE CERTIFICATION OF NO PRIOR COMPENSATION FORM, ALSO REMEMBER TO:

- · Review all of your answers to make sure they are as complete as possible.
- Make a copy this form for your records.

This form must be completed and sent to the Administrator, along with any additional sheets of paper, as well as a photocopy of a government-issued piece of identification. If convenient, this form can be completed online on the secure server managed by the Administrator. If you choose to complete it by hand, please send it back by mail and **NOT** by email. If the form was sent to you by mail, please use the prepaid self-addressed envelope that was provided with it. If you do not have a prepaid self-addressed envelope, please place the form along with the rest of the required material in an envelope addressed to:

Confidential Letter Office of the Administrator XXX XXX

ALL CLAIMS ARE CONFIDENTIAL.

CERTIFICATION OF NO PRIOR COMPENSATION

DECLARATION

I.____

, from the City of

_, in the province of___

SOLEMNLY DECLARE:

I HAVE NOT RESOLVED A CIVIL CLAIM, GRIEVANCE OR HARASSMENT COMPLAINT FOR COMPENSATION FOR HARASSMENT, INCLUDING A CLAIM MADE PURSUANT TO A WORKERS' COMPENSATION SCHEME OR A COMPLAINT TO A HUMAN RIGHTS COMMISSION WITH RESPECT TO THE SAME EVENT(S) AND INJURY(IES) FOR WHICH I AM MAKING A CLAIM UNDER THIS SETTLEMENT.

I understand that the Administrator or Independent Assessor can verify the truthfulness of my statements and allegations by seeking information necessary to properly determine my certification regarding no prior compensation from third parties, including my employer, the organization for which I volunteered, the RCMP. The Independent Assessor shall put to the claimant any information that may be unfavourable to the claimant's allegations and give her the opportunity to respond.

I confirm that all of the information provided in this No Prior Compensation Form is true, whether made by me or on my behalf. Where someone has helped me with this No Prior Compensation Form, that person has read to me everything they wrote and included with this *No Prior Compensation Form*, if necessary to allow me to understand the content of this completed No Prior Compensation Form and any attachments to it, and I confirm that this information is true.

I ACCEPT THAT SIGNING THIS CERTIFICATION OF NO PRIOR COMPENSATION FORM HAS THE SAME EFFECT AS IF I HAD STATED THE INFORMATION CONTAINED IN THE CERTIFICATION OF NO PRIOR COMPENSATION FORM AND ACCOMPANYING CLAIM FORM UNDER OATH (OR AFFIRMATION) IN COURT.

Witness Signature

(The witness must be a Commissioner for taking affidavits or someone you personally know. The witness must see you sign the form but is not required to read the form.)

Print name of the witness

Date (day/month/year)

Date (day/month/year)

Claimant (or guardian) Signature

SCHEDULE B - APPENDIX 9

(Other than Government employees)

DEMANDE DE FRAIS DE VOYAGE

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(Å	l'exception	n des	en	nployés	du	gouv	emer	ment)

Surname - P	Nom		Given Names -	Prénoms		Telephone - Téléph	none
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he followin	g expenses were incurre	d in connection with - Les dig	enses mentionnèes ci-dessous on	t été encourues à l'occasion de :			
Date	Time of arrival/departure Heure d'arrive et de départ	(including mode names of places a DE	TAILS of transportation, nd number of meals) TAILS ment à et de, nombre de repas)	Transportation Transport	Accommodation Logement	Meals Repas	Other expenses Autres dépenses
			SUB-TOTAL				
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aim were it usiness tra e certifie qu résente réc	the amounts included in nourred on authorized po vel. as les montants faisant l' damation constituent der er des voyages pour affo	vernment objet de la s dépenses éres	Signature (Claimant - Demandeor)	Date	TOTAL EXPENTOTAL DES D		
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Certified purs Certifié en v nancière	suant to section 34 of the F vertu de l'article 34 de la	Inancial Administration Act. Loi sur l'administration	Requisitioned for payment pursuant to section 33 of the Financial Administration Act and certified in accordance with section 7 of the Payment Requisitioning Regulations. Demandé pour paiement conformiement à Particle 33 de la Loi				
		12	sur l'administration financière, 7 du Réglement sur les réquis	et certifié aux termes de l'article		Signature	
					Service Officer - Ap	yers des services	
	Signature		Si	entiting		Signature	

DISTRIBUTION: Signed original to CHR / Original signé aux IRSC

TRAVEL EXPENSE CLAIM

Claimants who are required to travel more than 50 kilometres from their residence to attend a personal interview with the Independent Assessor¹ will be reimbursed for travel expenses in accordance with applicable government travel directives.

AIR

For air travel, economy class will be used. Airfare receipts, or a copy of the electronic ticket must be returned to the Independent Assessor's office.

RAIL

For travel by rail, the next highest class after the full economy class will be used. Travel receipts, or a copy of the ticket issued by Via Rail, must be returned to the Independent Assessor's office.

PRIVATELY OWNED VEHICLES

The kilometric rate payable shall be the rate applicable to the province or territory of registration of the vehicle, in accordance with the rates specified in Appendix B of the National Joint Council (NJC) Travel Directive at:

http://njc-cnm.gc.ca/directive/index.php?lang=eng&merge=2&sid=97.

In the interest of safe driving, claimants shall not be expected to drive more than 250 kilometres after having worked a full day, 350 kilometres after having worked one half-day, 500 kilometres on any day when the claimant has not worked.

In any case, the maximum for all expenses while travelling by car, including accommodation and meals, should not exceed the equivalent of economy class air travel plus normal ground transportation costs (e.g. bus or taxi from the airport to final destination).

ACCOMMODATION

Accommodation will be made on behalf of the claimant. In these cases, the Independent Assessor's office will pay the basic room charges plus taxes directly to the hotel and other expenses will be charged directly to the traveller.

Private non-commercial accommodation is encouraged. A traveller who makes arrangements for private non-commercial sleeping accommodation will be reimbursed \$50.00 per night, plus the incidental allowance described below.

MEALS AND INCIDENTAL ALLOWANCES

Meals allowances shall be reimbursed in accordance with the rates specified in Appendix C of the NJC Travel Directive at: https://www.njc-cnm.gc.ca/directive/index.php?sld=98&lang=eng.

In addition to the applicable meals, an allowance may be claimed to cover incidental expenses for trips of two days or more (i.e. overnight, with accommodation), such as dry cleaning, tips, and long distance calls.

DEMANDE DE FRAIS DE VOYAGE

Les réclamantes ayant à se déplacer à plus de 50 kilomètres de leur résidence pour une entrevue avec l'évaluateur indépendant pourront réclamer le remboursement de leurs frais de voyage, conformément aux directives gouvernementales applicables.

PAR AVION

Pour le transport aérien, seule la classe économique sera remboursée. Les billets d'avion ou une copie du billet électronique doivent être envoyés au Bureau de l'évaluateur indépendant.

PAR TRAIN

Pour le transport par train, la classe juste au-dessus de la classe économique sera remboursée. Les reçus ou une copie du billet émis par Via Rail doivent être retournés au Bureau de l'évaluateur indépendant.

VÉHICULE PERSONNEL

Le tarif de remboursement par kilomètre est celui qui est applicable dans la province ou le territoire où le véhicule est immatriculé, aux taux indiqués à l'annexe B de la Directive sur les voyages du CNM à l'adresse suivante :

http://www.njc-cnm.gc.ca/directive/index.php?sid=97&lang=fra.

Afin d'assurer une conduite en toute sécurité, les réclamantes n'auront pas à conduire plus de 250 kilomètres après une journée de travail, plus de 350 kilomètres après une demi-journée de travail, et plus de 500 kilomètres une journée où elle n'aura pas travaillé.

Le maximum des dépenses encourues pour un déplacement en automobile, incluant l'hébergement et les repas, ne doit pas excéder l'équivalent du coût par transport aérien en classe économique, incluant le coût normal du transport terrestre (par exemple, le coût de l'autobus ou du taxi entre l'aéroport et la destination finale).

HÉBERGEMENT

L'hébergement sera pris en charge par le Bureau de l'évaluateur indépendant. Il paiera directement à l'hôtel le coût de base de la chambre plus les taxes. Les frais accessoires seront facturés directement à la réclamante.

L'hébergement privé non commercial est encouragé. Une réclamante prenant des dispositions pour un hébergement privé non commercial pourra réclamer 50 \$ par nuit, plus l'indemnité quotidienne décrite plus loin.

REPAS ET INDEMNITÉS

Les indemnités de repas seront remboursées conformément aux taux indiqués à l'annexe C de la Directive sur les voyages du CNM à l'adresse suivante :

http://njc-cnm.gc.ca/directive/index.php?lang=fra&merge=2&sid=98.

En plus des indemnités applicables aux repas, pour les déplacements de deux jours et plus une allocation quotidienne peut être réclamée pour couvrir certains frais tels le nettoyage à sec, les pourboires, les appels interurbains. Les taux applicables sont aussi indiqués à l'annexe C.

¹ Reference to the Independent Assessor includes any Additional Assessors appointed.

SCHEDULE B - APPENDIX 10

RELEASE OF DOCUMENTS AND INFORMATION HELD BY THE RCMP TO THE ASSESSOR

 The Administrator and Assessor will ensure that all necessary information and documents have been gathered from the Claimant, the RCMP, and third parties, keeping in mind principles of proportionality based on the nature and severity of the Claim.

 In accordance with this Settlement Agreement, a Claimant will provide consent to the Administrator and Assessor for the release of documents and information in the possession of the RCMP and third parties in the form included in Appendix 1 to Schedule B of this Agreement.

 The Administrator and Assessor shall make all requests for records and information relating to the Claimant or third parties and held by the RCMP by contacting the RCMP Designated Contact in the manner set out in this Schedule.

 The Administrator will provide to the RCMP a copy of the Consent to release of the information executed by the Claimant.

 The Designated Contact shall not make photocopies or otherwise duplicate the Consent or create or maintain any internal RCMP records about which files are accessed.

6. The Designated Contact shall respond to all such requests for records and information made by the Administrator or Assessor in the manner set out in this Appendix.

Records to Verify Locations

7. Where the Administrator or Assessor requests information and records from the RCMP to verify where and/or when a Claimant or a relevant third party who worked or works with or within the RCMP was located, the responsible Designated Contact shall print out a copy of the Claimant's or third party's HRMIS entry, if available, and send the records in a sealed package by Registered Mail or courier service to the Administrator.

 Multiple HRMIS entries may be sent to the Administrator's office in a single package and may be sent in combination with other types of records.

 When mailing HRMIS entries, the Designated Contact will not create a cover sheet or any other record identifying which entries are being sent to the Administrator.

 The Designated Contact shall not print multiple copies, make photocopies or otherwise duplicate the entries or create or maintain any internal RCMP records about which entries were accessed.

Page 1 of 3

Personnel File

11. Personnel records within the RCMP may be maintained locally within Division Headquarters. There is no single, centralized data system from which such records and information can be retrieved. Records must be individually retrieved from RCMP Division Headquarters throughout Canada, or from Library and Archives Canada. For most Claimants, no personnel records will exist.

12. Where the Administrator or Assessor requests a personnel file, the assigned Designated Contact(s) shall contact the central records repository in the Division Headquarters, or archives, by telephone and ask for the file to be sent to the Designated Contact, identifying the subject individual by name and birthdate.

13. The Designated Contact shall make a photocopy of the personnel file and mail the records in a sealed package by Registered Mail or courier service in a sealed envelope marked CONFIDENTIAL-TO BE OPENED BY ADDRESSEE ONLY.

 Multiple personnel files may be sent to the Administrator's office in a single package and may be sent in combination with other types of records.

15. When mailing personnel files, the Designated Contact will not create a cover sheet or any other record identifying which files are being sent to the Administrator.

16. Except for the photocopy to be sent to the Administrator, the Designated Contact shall not make photocopies or otherwise duplicate the files or create or maintain any internal RCMP records about which files are accessed.

 The Designated Contact may review the file and redact unrelated personal information and any information protected by the *Canada Evidence Act*, R.S.C., 1985, c. C-5 ("*CEA*") or common law public interest privilege.

Harassment Complaints, Grievance Records, and Conduct Files

18. RCMP records and information relating to harassment complaints, grievances, and conduct matters may be maintained locally within Division Headquarters. There is no single, centralized data system from which such records and information can be retrieved. Records must be individually retrieved from RCMP Divisions throughout Canada, or from Library and Archives Canada.

19. Where the Administrator or Assessor requests information and records related to a harassment complaint, grievance record, or conduct file, the assigned Designated Contact(s) shall contact the central records repository in the Division Headquarters, or the archives, in a confidential manner and ask for the file to be sent to the Designated Contact, identifying the subject individual by name and birthdate.

20. The Designated Contact shall not disclose the reason for requesting the records.

Page 2 of 3

 The Designated Contact will comply, and will ensure that the persons who are contacted for files will also comply, with the following:

- (a) no record of the request will be created and retained;
- (b) no cover sheet or any other record identifying which files are being requested and sent will be created and retained;
- (c) a print copy of the data, or in the case of a paper file, a photocopy of the original, will be made and sent directly to the Designated Contact by Registered Mail or courier service in a sealed envelope marked CONFIDENTIAL-TO BE OPENED BY ADDRESSEE ONLY;
- (d) at no time will files be sent using the general RCMP mailroom;
- (e) multiple files may be sent to the Designated Contact in a single package.

22. In the case of harassment complaints, grievance records and conduct files, the Designated Contact will be sent the Claimant's statements, any investigation reports and any documents indicating the outcome.

23. The Designated Contact may review the file and redact unrelated personal information and any information protected by the *CEA* or common law public interest privilege.

24. The Designated Contact shall send the records in a sealed package marked CONFIDENTIAL-TO BE OPENED BY ADDRESSEE ONLY to the Administrator's office by Registered Mail or courier service.

 Multiple files may be sent to the Administrator's office in a single package and may be sent in combination with other types of records.

 The Designated Contact will not create a cover sheet or any other record identifying which files are being sent to the Administrator.

27. Except for the photocopy to be sent to the Administrator, the Designated Contact shall not, make photocopies or otherwise duplicate the files or create or maintain any internal RCMP records about which files are accessed.

No Obligation on Canada with Respect to Records Requested from Third Parties

28. Where the Administrator or Assessor requests documents from a third party, such as the Claimant's employer, or the organization for which the Claimant volunteered, Canada has no control over how the third party handles that request or whether and how the third party protects the Claimant's confidentiality.

Page 3 of 3

SCHEDULE C

SECONDARY CLASS MEMBER CLAIMS

1. Secondary Class Members eligible for compensation under this Agreement and this Schedule are the current Spouse and current or former Child(ren) of the Primary Class Member as defined in this Agreement:

"Spouse" means:

- (a) either of two persons who are currently married to each other or who have together, in good faith on the part of a person relying on this clause to assert any right, entered into a marriage that is voidable or void, and are living together; OR
- (b) either of two persons who are not married to each other and have co-habited for a period of not less than three years, or are in a relationship of some permanence, if they are the natural or adoptive parents of a Child.

"Child" means a natural or legally adopted child of the Primary Class Member, or a person for whom the Primary Class Member has custody under a court order or domestic contract, or a person toward whom the Primary Class Member has demonstrated a settled intention to treat as a child of her family, except under an arrangement where the child is placed for valuable consideration in a foster home by a person having lawful custody.

 The Assessor¹ will decide, on a balance of probabilities, whether the designated Secondary Class Member is a current Spouse or a current or former Child for the purpose of this Agreement.

3. Each Primary Class Member assessed at Levels 5 or 6 will be provided, together with the Assessor's Decision, with a Secondary Class Member Claim Form on which she may designate Secondary Class Members who may be eligible for compensation under this Agreement. No more than one current Spouse may be designated.

4. The Secondary Class Members designated on the Secondary Class Member Claim Form must sign the Form and provide proof of relationship. A parent or legal guardian must sign the Form on behalf of minor children. A legal representative must sign the Form on behalf of persons under disability other than minor children. A parent, legal guardian or legal representative signing on behalf of a Secondary Class Member must include documentary proof that he or she is the parent, legal guardian or legal representative as the case may be.

 To be eligible for compensation under this Agreement, the signed Secondary Class Member Claim Form together with the supporting documentation must be submitted within 60

Page 1 of 2

¹ Reference to the Assessor in this schedule includes any Additional Assessors appointed.

days of the date on which the Primary Class Member is sent the Secondary Class Member Claim Form. The deadline for submitting the Secondary Class Member claim will be stipulated in a cover letter sent to the Primary Class Member with the Secondary Class Member Claim Form.

6. Subject to paragraph 7 of this Schedule, the designated eligible Spouse and Child(ren) will each be awarded 5% of the amount awarded in accordance with Appendix 6 to Schedule B of this Agreement to the Primary Class Member.

7. The total amount awarded to the Spouse and Children of a Primary Class Member may not exceed 10% of the amount awarded to the Primary Class Member. If there are more than two designated eligible Secondary Class Members, Secondary Class Members will share the 10% maximum award on an equal pro rata basis.

8. Payment of compensation to the Spouse and Children of a Primary Class Member will be made in accordance with paragraphs 33 to 53 of Schedule B to this Agreement with necessary modifications. All references to "Claimant" in paragraphs 33 to 53 of Schedule B will include Secondary Class Member claimants.

Page 2 of 2

SCHEDULE C - APPENDIX 1

SECONDARY CLASS MEMBER CLAIM FORM

Print full name		
of		
Street name and number		Apartment number, P.O. Box or RR
City/Town/Milage	Province/Territory	Postal Code
being a Primary Class Member under the	Settlement Agreement, hereby reque	est that
Print full name)		
be awarded compensation as a Secondar	ry Class Member.	
I hereby affirm that		
is my	, and attach to this	s claim proof of the relationship
	, and attach to this	s claim proof of the relationship
or		
or I hereby affirm that I am the legal represer	ntative of	
is my spouse, child, adoptive child or I hereby affirm that I am the legal represen and have signed this form for and attach to this claim proof that I am the	ntative of	

SECONDARY CLASS MEMBER CLAIM FORM

Witness Signature'	Primary Class Member Signature
rrint name of the witness	
Date (day/month/year)	Date (day/month/year)
Vitness Signature ¹	Secondary Class Member (or guardian) Signature
Witness Signature ¹ Print name of the witness	Secondary Class Member (or guardian) Signature

SCHEDULE D

RCMP DESIGNATED CONTACT and CLAIMS SUPPORT PROCESS

1. Canada will establish a confidential Designated Contact and Claims Support Process in accordance with this Schedule in order to respond to requests for information and records from the Administrator or Assessor and to provide relevant information to the Administrator or Assessor as required under this Settlement Agreement and as approved by the Court. In this Schedule the terms Administrator and Assessor include their staff.

2. Canada will designate the Director, Claims Response Directorate, an individual from the Human Resources Sector of the RCMP, and an individual from the Professional Responsibility Sector of the RCMP, each as a point of contact (the "Designated Contact") for the Administrator or Assessor to request the release of information and records in the possession of the RCMP relating to a Claimant or third party as provided for in the Approval Order.

- 3. The Designated Contact will be responsible for:
 - (a) the operations and administration of the Claims Support Process;
 - (b) ensuring the confidentiality of all requests received and responses provided and, in particular, taking all necessary steps to ensure the confidentiality of the Claimant's identity and other information;
 - (c) accepting requests for information and documents from the Administrator or Assessor;
 - (d) retrieving the requested information and documents; and
 - (e) providing the information and documents to the Administrator's office in accordance with this Schedule.

4. The Designated Contact will be located at RCMP National Headquarters located at 73 Leikin Drive, Ottawa, Ontario.

5. The office of the Designated Contact will be a stand-alone office (but may be colocated with the office of the Designated Contact established for the *Merlo/Davidson* Claims Support Process) located in a secure area of RCMP Headquarters with no interior windows or glass doors. No sign or other information identifying the purpose of the office will be posted on the door or elsewhere.

Access to the door will require a security card reader and a personal RCMP Chip Identification will be required to access the door.

7. All cabinets, desks, and other storage items will be locked.

 An alarm system will be installed for the office and each Designated Contact will have a unique personal access code for the alarm.

9. Canada will inform the Parties of the names of the individuals selected as the Designated Contacts and will provide their contact information to the Administrator and Assessor. If a replacement Designated Contact must be selected before the Claims Process is complete, Canada will notify the Parties and provide the replacement Designated Contact's contact information to the Administrator and Assessor.

10. The Designated Contact shall keep confidential any information provided or obtained in the settlement Claims Process, except where provided by law, and will not use the information for any purpose other than the settlement Claims Process unless otherwise agreed by the Parties.

11. The Administrator or Assessor may communicate with the Designated Contact by telephone, registered mail, postal mail, courier service or email as is convenient for them. However, no information that may identify a Claimant or third party shall be sent by postal mail or email to the Designated Contact. At no time will correspondence be sent by or to the general RCMP mailroom.

12. Information that may identify a Claimant or third party shall be communicated between the Administrator or Assessor and the Designated Contact verbally or in a sealed envelope marked CONFIDENTIAL-TO BE OPENED BY ADDRESSEE ONLY by Registered Mail or courier service. The Administrator or Assessor or designate shall identify himself or herself to the satisfaction of the Designated Contact.

13. For all information and records requested, the Administrator or Assessor shall provide the Designated Contact with the Claimant's name while working with the RCMP, date of birth, and any other information which may be required criteria for a search. The Administrator or Assessor will specify the nature of the information and records that are required with as much particularity as possible with respect to type of record (for e.g., harassment, grievance, personnel), date, time range, relevant detachment or geographical location, targeted portions or similar identifying descriptors.

 Where information and records requested may have existed but no longer exist or cannot be located, the Designated Contact will verbally inform the Administrator or Assessor, of this fact.

15. The Administrator or Assessor will hold the appropriate level of government security clearance, and will safeguard the information and records in compliance with any security requirements associated with the handling of the information and records as provided by Canada. The workplace of the Administrator and Assessor and the storage facilities will be in compliance with any security requirements as determined to be applicable by Canada.

SCHEDULE E

NO RETALIATION DIRECTIVE

The Federal Court has approved a settlement between the RCMP and Municipal Employees, Regional District Employees, employees of non-profit organizations, volunteers, Commissionaires, Supernumerary Special Constables, consultants, contractors, public service employees, students, members of integrated policing units and persons from outside agencies and police forces who are female or publicly identify as female and who were supervised or managed by the RCMP or who worked in an RCMP controlled workplace during the Class Period. This settlement does not include individuals who are primary class members in *Merlo and Davidson v. Her Majesty the Queen*, Federal Court Action Number T-1685-16 and class members in *Ross, Roy, and Satalic v. Her Majesty the Queen*, Federal Court Action Number T-370-17 or Association des membres de la police montée du Québec inc., Gaétan Delisle, Dupuis, Paul, Lachance, Marc v. HMTQ, Quebec Superior Court Number 500-06-000820-163. The Class Period runs from September 16, 1974 to {date of certification order}.

Details of the settlement can be found on the settlement website at XXX and on Class Counsel's websites at www.callkleinlawyers.com and www.higgertylaw.ca. The settlement provides for a claims process and payment of compensation to class members with meritorious claims as determined by an independent assessor. Any class member has the right to make a claim under the settlement without fear of retaliation for doing so. To be clear, there is to be no retaliation against anyone for making a claim under the settlement. Any act of retaliation will be treated seriously and sanctions may be imposed commensurate with the circumstances and seriousness of any retaliatory action.

Page 1 of 1

SCHEDULE F OPT OUT FORM

Tiller, Copland, and Roach v. Her Majesty the Queen, Court File No.: T-1673-17

RCMP Gender and Sexual Orientation Based Harassment and Discrimination Class Action

This is not a Claim Form. Submitting this form excludes you from the class action and the proposed settlement of the class action. Do not use this form if you wish to receive compensation under the proposed settlement.

You only need to file an Opt-Out Form if you wish to retain the right to pursue an individual action. If you do not wish to pursue an individual action and do not wish to file a claim for compensation under the settlement, you do not need to complete this form.

Name:

Current Address:

Date of Birth:

Dates and locations worked or volunteered with the RCMP:

Reason for Opting Out:

Date: ____

Signature

To Opt Out of the Class Action, you must sign and deliver this form to Class Counsel at either of the addresses below received or postmarked no later than *****, 2019:

KLEIN LAWYERS LLP Attn: Whitney Santos Suite 400-1385 West 8th Avenue Vancouver, BC V6H 3V9

Phone: (604) 874-7171 Fax: (604) 874-7180

SCHEDULE B

SUPPLEMENTAL AGREEMENT made on October 1, 2019

BETWEEN:

CHERYL TILLER, MARY-ELLEN COPLAND, AND DAYNA ROACH,

as class action representative plaintiffs

Plaintiffs

and

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, represented by THE ATTORNEY GENERAL OF CANADA

Defendant

Terms of Appointment of the Administrator and Assessor

Definitions

Capitalized or defined terms used in this Supplemental Agreement have the same meaning as the capitalized or defined terms in the Agreement.

In this Schedule:

"Administrator" means the Administrator appointed by the Court, Deloitte LLP;

"Agreement" means the Agreement signed by the parties on June 21, 2019, which includes this Supplemental Agreement;

"Assessor" means the Assessor appointed by the Court, the Honourable Louise Otis; AND

"Supplemental Agreement" means this Supplemental Agreement, which forms part of the Agreement.

1

I. ADMINISTRATOR

A. Appointment of Deloitte LLP as Administrator

Tiller v. Canada - Federal Court

- Pursuant to section 0.041 of the Agreement, the Parties inutually agree to the appointment by the Court of Deloitte LLP as Administrator.
- In addition to the Administrator's duties set out in the Agreement, including all schedules and appendices, the Parties understand that the Administrator shall act in accordance with this Supplemental Agreement, which shall be incorporated into the Approval Order.

B. Professional Fees

Fee Structure

 Canada shall pay the Administrator for administration services based on the following fee structure to a limitation of expenditure of \$3,000,000.00 exclusive of applicable taxes:

(a) Fixed fees as follows:

Overall Administration and Management for Administrator and \$787,000 Assessor (including Claims Process set up, ongoing reporting, trust account management, claimant support, support and set up offices and staff for the Assessors, and any work undertaken for these purposes prior to the approval of the Agreement, including any work undertaken prior to the Approval Date.

(b) Variable fees payable on a per claim basis

Primary Class Member Claims Secondary Class Member Claims Travel and Medical expense reimbursement; Reconsideration Requests	\$280 per claim \$90 per claim \$35 per claim
(c) Variable fees payable to support Assessors:	
Hiring and payment of staff to support an Assessor	As reasonably required by Assessor
Cost of meeting rooms for Assessor's interviews:	
Administrator's offices	\$100/day
Outside offices	\$500/day max
Travel costs for Assessors' staff for claimant interviews and to meet with Administrator in accordance with Government of Canada National Joint Council Travel Directive	

- 4. The Administrator must not perform any work that would result in Canada's liability exceeding the \$3,000,000.00 limitation of Canada's expenditure, except with the express written authorization of the Parties or, failing agreement, the authorization of the Court.
- 5. If, at any time, the Administrator considers that \$3,000,000.00 will be insufficient to complete the administration of the Agreement, the Administrator shall notify the Parties forthwith, identify the specific basis of the insufficiency, and shall not proceed to complete the administration of the Agreement without the prior express written authorization of the Parties or, failing agreement, the authorization of the Court.
- The Administrator shall notify the Parties when the cost of services rendered reaches 70% of \$3,000,000.00.

Invoicing and Payment Schedule

- 7. In consideration of the Administrator satisfactorily completing all of its obligations under the Agreement, 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 Agreement 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.
- 8. Within 30 days of the Approval Order, Canada will issue payment of \$308,575.00 to the Administrator towards the fixed fees. The balance of fixed fees shall be paid monthly, in the amount of \$26,575.00, subject to the Administrator meeting the requirements of sections 7 and 17 of this Supplemental Agreement, commencing 60 days from the date of the Approval Order, for eighteen months. If the claims process has not completed after eighteen months, the monthly payments of fixed fees shall be reduced to \$20,000.00, subject to the Administrator meeting the requiremental Agreement, until the claims process is completed. If the Approval Order is appealed, no monthly payments, or no further monthly payments, will be made unless and until all appeals are final and the Approval Order is not set aside.
- 9. Subject to the Administrator meeting the requirements of sections 7 and 17 of this Supplemental Agreement, Canada will pay the variable fees incurred by the Administrator on a monthly basis, commencing within 30 days of the Approval Order, until the completion of the claims process. If the Approval Order is appealed, no monthly payments, or no further monthly payments, will be made unless and until all appeals are final and the Approval Order is not set aside.
- Fees set out above include all services rendered. No additional compensation or any other expense shall be payable.

C. Confidentiality

- The Administrator shall treat Class Member information and records as confidential and shall restrict access to such records to a need-to-know basis.
- 12. 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 LLP, pursuant to the order of the Federal Court in Court File No.T-1673-17,

may be given access to information by or on behalf of claimants or Canada in connection with the Tiller 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 LLP or the Assessor the Honourable Louise Otis (and any additional Assessors). 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 Tiller Class Action Claims Process administered by Deloitte LLP.

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 the Assessor, or 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 or Assessor 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 Agreement.

Name (printed)

Signature

- 13. 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.
- 14. The Administrator shall not store, record, transmit or accept transmission of Class Member information electronically except in accordance with a manner and on devices approved by the Parties or, failing agreement, the Court.
- 15. 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.
- 16. Information shall be returned or destroyed in accordance with the Agreement or as may otherwise be directed by the Court.

D. Reporting

- 17. The Administrator shall report to the Parties monthly commencing 30 days from the Implementation Date, and shall provide the following information:
 - (a) Trust account reconciliation;
 - (b) Communications update (calls and emails);
 - (c) Number of request for reconsideration of Level 2 determinations;
 - (d) Number of requests for extension of time;
 - (e) Number of claims received by Administrator;
 - (f) Number of claims sent to Assessor;
 - (g) Number of determinations made by Assessor;

- (h) Number of claims rejected by Assessor; and
- (i) Administrator/Assessor Fees.
- 18. Canada may also undertake site visits to verify any records provided.

E. Insurance

- 19. 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 Agreement:
 - (a) Commercial General Liability Insurance in an amount not less than \$2,000,000.00 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 Agreement. 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 \$1,000,000.00 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.
- 20. If the policies are written on a claims-made basis, coverage must be in place for a period of least 12 months after the completion or termination of the administration mandate.
- 21. 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.

- 22. Neither compliance nor failure to comply with the insurance requirements set out herein shall relieve the Administrator of its liabilities and obligations under the Agreement.
- 23. Litigation Rights: Notwithstanding that the Administrator is not an agent of the Crown, pursuant to subsection S(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:

Department of Justice Canada 900 - 840 Howe Street Vancouver BC V6Z 2S9 Attn: Regional Director General's Office

24. 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.

IL ASSESSOR

A. Appointment of the Honourable Louise Otis as Assessor

- Pursuant to section 6.01of the Agreement, the Parties mutually agree to the appointment by the Court of the Honourable Louise Otis as Assessor.
- 26. In addition to the Assessor's duties set out in the Agreement, the Parties understand that the Assessor shall act in accordance with this Supplemental Agreement, which shall be incorporated into the Approval Order.

B. Professional Fees

Fee Structure

27. Canada shall pay for assessment services based on the following fee structure:

Assessor	\$350 per hour
Office disbursements not provided by the Administrator	As reasonably required
Administrative Assistant	\$35 per hour
Research Assistant	\$150 per hour

28. The Assessor must not incur fees for assessment services, or perform assessment services, that would result in Canada's liability for assessment services exceeding \$1,000,000.00, except with the express written authorization of the Parties or, failing agreement, the authorization of the Court.

- 29. If, at any time, the Assessor considers that \$1,000,000.00 will be insufficient to complete the administration of assessment services for the Agreement, the Assessor shall notify the Parties forthwith.
- The Assessor shall notify the Parties when the cost of services rendered reaches 70% of \$1,000,000.00.

Invoicing and Payment Schedule

- 31. Canada shall pay all of the fees of the Assessor 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 Agreement 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.

Travel to be Reasonably Limited

- 32. Where an in-person interview is necessary, the Assessor may either travel to meet the claimant or request that a claimant travel to a location identified by the Assessor.
- 33. 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 in accordance with Schedule B, Claims Process.
- 34. 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 persons travelling with the Assessor to one member of the Assessor's or Administrator's staff and a consultant or subject matter expert, if required.
- 35. Where travel is required for the Assessor's duties, expenses shall be billed to Canada as part of the Assessor's fees on the basis of rates established in the Government of Canada National Joint Council Travel Directive.

No other amounts payable

 Fees as set out above include all services rendered. No additional compensation for any other expense shall be payable.

- A. Confidentiality
- 37. The Assessor shall treat claimant information and records as confidential and shall restrict access to such records to a need to know basis.
- 38. The Assessor must sign, and must obtain from all their 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.

NON-DISCLOSURE AGREEMENT

In the course of my work as an employee or subcontractor of (<u>NAME OF</u> <u>ASSESSOR</u>), pursuant to the order of the Federal Court in Court File No.T-1673-17,

I.______, may be given access to information by or on behalf of claimants or Canada in connection with the Tiller Class Action claims process. Such information may include information that is confidential or proprietary to third parties, and information conceived, developed or produced by (<u>NAME OF ASSESSOR</u>) or Deloitte LLP as part of their 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 Tiller Class Action Claims Process administered by Deloitte LLP.

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 the Assessor, or 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 or the Assessor by a elaimant 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 Agreement.

Name (printed)

Signature

- 39. 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.
- 40. The Assessor shall not store, record, transmit, or receive claimant information electronically except in a manner and on devices approved by the Parties or, failing agreement, the Court.
- 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.

B. Reporting

- The Assessor shall provide all information required by the Administrator in order for the Administrator to prepare its monthly reports.
- C. Powers and Immunity
- 43. The Assessor shall have all the powers necessary for the performance of her or his duties in accordance with the Agreement and Schedules.
- 44. 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.

D. Insurance

- 45. The Assessor shall ensure that she or he 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.
- 46. Litigation Rights: Notwithstanding that an Assessor is not an agent of the Crown, pursuant to subsection S(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:

Department of Justice Canada 900 – 840 Howe Street Vancouver BC V6Z 2S9 Attn: Regional Director General's Office

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47. Canada reserves the right to co-defend any action brought against an 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 finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

III. ELECTRONIC COMMUNICATIONS

- 48. Where the Agreement refers to using fax or mail (registered or regular) to send or receive communications, including but not limited to claim forms, documents, and correspondence, the communications may also be sent electronically in the form and manner agreed upon by the Parties to the Agreement.
- 49. This agreement may be signed 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 agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement this 1st day of October, 2019.

Angela Bespflug, Counsel for the Plaintiffs, Cheryl Tiller and Mary-Ellen Copland

Donnarce Nygard, Counsel for the Defendant, the Attorney General of Canada

Patrick B. Higgerty, Q.0

Counsel for the Plaintiff, Dayna Roach

SCHEDULE C

NOTICE OF SETTLEMENT APPROVAL

RCMP Gender and Sexual Orientation Based Harassment and Discrimination Class Action

Did you experience gender or sexual orientation-based harassment or discrimination while working or volunteering with the RCMP? You may be eligible for compensation.

If you are a female or identified as a female and work or volunteer with the RCMP, or did so in the past, you may be eligible for compensation.

On **, 2019, the Federal Court approved a settlement of the class action *Tiller v. Her Majesty the Queen*. The class action concerns allegations of gender and sexual orientation-based harassment and discrimination within the Royal Canadian Mounted Police ("RCMP").

Who is Eligible for the Settlement?

You are eligible to participate in the settlement if you are a Primary Class Member as defined below and have experienced gender or sexual orientation-based harassment or discrimination while working or volunteering with the RCMP. The Class is defined as:

Primary Class Members: current and former living Municipal Employees, Regional District Employees, employees of non-profit organizations, volunteers, Commissionaires, Supernumerary Special Constables, consultants, contractors, public service employees, students, members of integrated policing units and persons from outside agencies and police forces who are female or publicly identify as female and who were supervised or managed by the RCMP or who worked in an RCMP controlled workplace during the Class Period (defined as September 16, 1974 to July 5, 2019).

*Excluded from the class are individuals who are primary class members in Merlo and Davidson v. Her Majesty the Queen, Federal Court Action Number T-1685-16 and class members in Ross, Roy, and Satalic v. Her Majesty the Queen, Federal Court Action Number T-370-17 or Association des membres de la police montée du Québec inc., Gaétan Delisle, Dupuis, Paul, Lachance, Marc v. HMTQ, Quebec Superior Court Number 500-06-000820-163.

Secondary Class Members: any Child or Spouse of a Primary Class Member who has a derivative Claim in accordance with applicable family law legislation.

What are the Terms of the Settlement?

The settlement provides six levels of compensation ranging from \$10,000 to \$220,000 for Primary Class Members who experienced gender or sexual orientation based harassment or discrimination while working or volunteering with the RCMP during the Class Period. Compensation is available for Secondary Class Members where the Primary Class Member's Claim is assessed at either of the two highest severity levels.

The settlement claims process is independent and confidential; the RCMP will not be told if you file a claim to the settlement.

The settlement claims process is also non-adversarial. Lower level claims are assessed through a paper process. Claimants with higher level claims will be interviewed by a female assessor. There is no hearing, and claimants will not be cross examined.

How Do I Make a Claim?

Primary Class Members must submit a confidential claim form together with all supporting documentation to the settlement administrator on or before ****. Primary Class Members whose claims are approved at either of the two highest levels will be provided with a Secondary Class Member claim form.

Anyone who has opted out of the class action is not eligible for compensation under the settlement.

For More Information and to Obtain a Claim Form

To obtain or file a claim form online, go to rempsettlement.ca. You may also contact the office of the settlement administrator at:

For more information about the terms of the settlement, or if you have questions about your claim, contact Class Counsel:

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Klein Lawyers LLP Whitney Santos wsantos@callkleinlawyers.com 1385 West 8th Avenue, #400 Vancouver, BC V6H 3V9 www.callkleinlawyers.com Tiller v. Canada - Federal Court Higgerty Law Connie Luong info@higgertylaw.ca Millennium Tower, Main Floor 101, 440 2nd Avenue SW Calgary, AB T2P 5E9 www.higgertylaw.ca

SCHEDULE D

NOTICE OF SETTLEMENT APPROVAL

Did you experience gender or sexual orientation-based harassment or discrimination while working or volunteering with the RCMP? You may be eligible for compensation.

On **, 2019, the Federal Court approved a settlement of the class action *Tiller v. Her Majesty the Queen*. The class action concerns allegations of gender and sexual orientation-based harassment and discrimination of women working or volunteering with the Royal Canadian Mounted Police ("RCMP").

Who is Eligible for the Settlement?

Women who experienced gender or sexual orientation-based harassment or discrimination while working or volunteering with the RCMP during the Class Period (September 16, 1974 to July 5, 2019).

"Primary Class Members" means current and former living Municipal Employees, Regional District Employees, employees of non-profit organizations, volunteers, Commissionaires, Supernumerary Special Constables, consultants, contractors, public service employees, students, members of integrated policing units and persons from outside agencies and police forces who are female or publicly identify as female and who were supervised or managed by the RCMP or who worked in an RCMP controlled workplace during the Class Period, excluding individuals who are primary class members in *Merlo and Davidson v. Her Majesty the Queen*, Federal Court Action Number T-1685-16 and class members in *Ross, Roy, and Satalic v. Her Majesty the Queen*, Federal Court Action Number T-370-17 or Association des members de la police montée du Québec inc., Gaétan Delisle, Dupuis, Paul, Lachance, Marc v. HMTQ, Quebec Superior Court Number 500-06-000820-163.

What are the Terms of the Settlement?

The settlement provides six levels of compensation ranging from \$10,000 to \$220,000 for Primary Class Members. The settlement claims process is confidential and non-adversarial. Claimants with higher level claims will be interviewed by a female assessor.

How do I make a Claim?

Primary Class Members must submit a claim form on or before **. Claim forms may be obtained and submitted online at www. rcmpsettlement.ca or mailed to the address on the form. Primary Class Members whose claims are approved at either of the two highest levels will be provided with a Secondary Class Member claim form.

More Information?

For complete details on the proposed settlement or more information, contact Class Counsel:

Klein Lawyers LLP www.callkleinlawyers.com wsantos@callkleinlawyers.com

> Higgerty Law www.higgertylaw.ca info@higgertylaw.ca

SCHEDULE E





Tiller v. Her Majesty the Queen Highlights of Notice Program

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: Ross v. Her Majesty the Queen, No. T-370-17 (Fed.Ct.); Brown v. The Attorney General of Canada (Ont. S.C.J.), No. cv-09-00372025; 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:

- It is our understanding that there are approximately 41,200 Primary Class Members located throughout Canada, including large cities and rural areas.
- 2. There are 154 municipalities with Municipal Police Service Agreements with the RCMP.
- The majority of Primary Class Members are believed to reside in British Columbia and Alberta, and in Ottawa, Ontario.
- Almost all Primary Class Members are over the age of 18, and the majority of Primary Class Members are between the ages of 35 and 64.
- A reasonable effort cannot identify and locate many Primary Class Members; therefore, many Primary Class Members must be reached through a consumer media campaign.
- Effective reach and notice content is vital to convey the importance of the information affecting Class Members' rights.

Objective

Notice has been designed to inform Primary Class Members of: 1) the approval of the settlement; 2) their right to file a claim; and 3) how to do so.

To goal is to design a notice program that will effectively reach Primary Class Members and capture their attention with notice communicated in clear, concise and plain language, so that their rights and options are fully understood.

Target Audience

Primary Class Members is defined as: current and former living Municipal Employees, Regional District Employees, employees of non-profit organizations, volunteers, Commissionaires, Supernumerary Special Constables, consultants, contractors, public service employees, students, members of integrated policing units and persons from outside agencies and police forces who are female or publicly identify as female and who were supervised or managed by the RCMP or who worked in an RCMP controlled workplace during the Class Period, excluding individuals who are primary class members in *Merlo and Davidson v*. *Her Majesty the Queen*, Federal Court Action Number T-1685-16 and class members in *Ross, Roy, and Satalic v. Her Majesty the Queen*, Federal Court Action Number T-370-17 or Association des membres de la police montée du Québec inc., Gaétan Delisle, Dupuis, Paul, Lachance, Marc v. HMTQ, Quebec Superior Court Number 500-06-000820-163. The Class Period is September 16, 1974 to the date the Settlement receives Court approval.

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Proprietary & Confidential



Affected Municipalities

RICEPOINT A Computershare company.

There are 154 municipalities throughout Canada with Municipal Police Service Agreements, and therefore affected by the litigation.

Tiller v. Canada - Federal Court

Province/Territory	Municipalities	% of Lota
Alberta	45	29.22%
British Columbia	65	42.21%
Manitoba	22	14.29%
New Brunswick	7	4.55%
Nova Scotia	5	3.25%
Prince Edward Island	2	1.30%
Saskatchewan	8	5.19%
TOTAL	154	100.00%

Together, the provinces of Alberta and British Columbia contain the vast majority (over 70%) of affected municipalities. The media therefore emphasizes outreach to those provinces, while still offering broad, national coverage.

Target Analysis

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

> Select Characteristics of Canada's Population

POPULATION

As of July 1, 2018, there are approximately 29,882,742 Canadian adults 18 years of age or older (Adults 18+).¹ Females comprise 50.7% of the population of Adults 18+ with a total Female Adult 18+ population of 15,143,845, while males make up 49.3% of Adults 18+.

Age	Total Canada	Male	Female
15 to 19 years	2,106,893	1,082,667	1,024,226
20 to 24 years	2,437,542	1,271,388	1,166,154
25 to 29 years	2,573,476	1,324,764	1,248,712
30 to 34 years	2,550,512	1,288,341	1,262,171
35 to 39 years	2,514,450	1,250,324	1,264,126
40 to 44 years	2,378,927	1,176,696	1,202,231
45 to 49 years	2,405,692	1,195,595	1,210,097

Canadian Population by Age/Sex 18+

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¹ Statistics Canada. Table 17-10-0005-01. Population estimates on July 1[#], by age and sex, Last modified March 6, 2019.



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Median Age	40.8	39.7	41.8
18 years and over	29,882,742	14,738,897	15,143,845
100 years and over	9,968	1,774	8,194
95 to 99 years	69,827	17,143	52,684
90 to 94 years	237,609	76,792	160,817
85 to 89 years	504,086	199,768	304,318
80 to 84 years	765,850	336,986	428,864
75 to 79 years	1,109,870	515,927	593,943
70 to 74 years	1,625,256	779,411	845,845
65 to 69 years	2,035,754	988,337	1,047,417
60 to 64 years	2,456,212	1,207,653	1,248,559
55 to 59 years	2,726,152	1,354,975	1,371,177
50 to 54 years	2,578,047	1,285,508	1,292,539

In the key provinces of British Columbia and Alberta, the ratios between age and sex remain largely consistent with the total Canadian population. Females comprise 50.9% of the population of Adults 18+ in British Columbia and 49.9% of Adults 18+ in Alberta. However, this number dips when scrutinizing the millennial population, as females tend to make up larger percentages of an aging population. Women only make up 48.6% of adults 18-34 years of age in British Columbia, and 48.7% in Alberta.

	British Co	olumbia	Alberta		
Age	Total	Female	Total	Female	
15 to 19 years	278,449	135,095	251,337	122,387	
20 to 24 years	326,304	155,213	274,313	132,121	
25 to 29 years	348,003	169,757	326,082	158,359	
30 to 34 years	355,796	175,642	355,630	175,105	
35 to 39 years	337,164	169,537	342,125	170,219	
40 to 44 years	310,564	158,748	302,367	149,515	
45 to 49 years	336,228	173,138	281,502	137,680	
50 to 54 years	352,933	180,666	272,966	134,245	
55 to 59 years	374,912	191,674	284,634	141,754	
60 to 64 years	347,541	179,280	249,951	124,418	
65 to 69 years	297,853	153,558	187,836	95,170	
70 to 74 years	234,106	120,729	138,728	71,992	
75 to 79 years	157,411	82,056	92,822	49,589	
80 to 84 years	107,811	58,186	64,279	35,795	

Population by Province and Age/Sex 18+

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18 to 34 years	1,141,483	554,650	1,056,560	514,540
18 years and over	4,113,550	2,093,033	3,341,787	1,667,694
100 years and over	1,537	1,213	855	699
95 to 99 years	10,354	7,565	5,526	4,147
90 to 94 years	33,097	21,578	19,263	12,773
85 to 89 years	70,556	40,455	42,373	25,158

Phase I Analysis Integrated into Phase II

Aside from the reach and other data gleaned from digital media during Phase I of the notice program, it is difficult to determine the success of the other methods of notice distribution since the notice did not contain a direct call to action. However, given the information outlined above, we are confident that notice was successful and that the notice plan for Phase II should mirror the plan used in Phase I, with a few minor changes discussed below.

Key performance indicators from Phase I of the notice program provided valuable insights regarding distribution of the notice through digital media platforms. For example, the click-through rates of the notices disseminated via the Google Display Network were significantly higher than those of the digital notices on Facebook, YouTube or Instagram. Therefore, Phase II of the notice program will be modified to shift a portion of the impressions away from Facebook, YouTube and Instagram to the Google Display Network.

In order to better track the voluntary compliance of municipalities and CUPE in the distribution of the Phase II notice, a voluntary reporting mechanism will be utilized as part of the Phase II Notice letter to the municipalities and CUPE union branch offices.

Also, given the extensive media coverage that resulted from the Phase I press release, an additional press release will be added to the Phase II notice program. This press release will be distributed two to four weeks prior to the claims deadline and will remind class members to submit a claim to the settlement prior to the claims deadline.

Proposed Notice Strategies

The Notice Plan consists of a combination of notice placements in a leading consumer magazine, zoned editions of a leading commuter newspaper, and on a variety of websites, including the social media platforms Facebook, Instagram, and YouTube. Activity also includes the distribution of a national press release, notice placements in local newspapers and foreign language publications, and an organizational outreach to municipalities and unions.

The Notice Plan has been designed to reach a minimum of 85% of women 18 years of age or older throughout Canada through the measurable media efforts alone.

Reach will be further enhanced and extended by the non-measurable media and outreach efforts. It is anticipated that non-measurable media efforts will substantially increase reach.

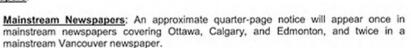
Proposed Notice Tactics

Following is a summary of the recommended notice tactics.

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Newspapers: Mains



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OTTAWA CITIZEN

- Ottawa Citizen
 o Circulation: 75,898
 - Audience
 - Women 18+: 93,000
 - Women 18-34: 20,000
 - Women 35+: 73,000

CALGARY HERALD

Calgary Herald

>

- o Circulation: 71,133
 - o Audience
 - Women 18+: 105,000
 - Women 18-34: 27,000
 - Women 35+: 78,000

EDMONTON JOURNAL

> Edmonton Journal

0

- o Circulation: 58,634
 - Audience: 222,000
 - Women 18+: 100,000
 - Women 18-34: 21,000
 - Women 35+: 79,000



- > The Province
 - Circulation: 123,935
 - o Audience
 - · Women 18+: 188,000
 - Women 18-34: 35,000
 - Women 35+: 153,000
- Commuter Newspapers: An approximate half-page notice will appear once in the major centers of the provinces where most Primary Class Members reside (British Columbia and Alberta). These include the Vancouver, Calgary, and Edmonton editions of the free daily commuter newspaper, StarMetro, and as a double-size notice in Coffee News.

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STAR METRO VANCOUVER

- Star Metro Vancouver
 - Daily Print Readers: 287,000
 - o Gender Split
 - 58% Male
 - 42% Female
 - Age Breakdown
 - 18-34: 100,000
 - 18-49: 175,000
 - 25-34: 61,000
 - 25-49: 137,000
 - 35-49: 76,000
 - 50-64: 60,000
 - 35+: 187,000
 - 65+: 51,000

STAR METRO CALGARY

- Star Metro Calgary
 - Daily Print Readers: 121,000
 - o Gender Split
 - 60% Male
 - 40% Female
 - Age Breakdown
 - 18-34: 36,000
 - 18-49: 58,000
 - 25-49: 47,000
 - 35-49: 22,000
 - 50-64: 37,000
 - 35+: 85,000
 65+: 26,000

STAR METRO EDMONTON

- Star Metro Edmonton
- Daily Print Readers: 119,000
- o Gender Split
 - 54% Male
 - 46% Female
- o Age Breakdown
 - 18-34: 33,000
 - 18-49: 57,000
 - 25-49: 42,000
 - 35-49: 24,000
 - 50-64: 35,000
 - 35+: 86,000
 - 65+: 27,000

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Coffee News is Canada's premier paper that patrons can pick up at their favourite
restaurant, coffee shop, waiting room, reception area, doctor's office and anywhere
else they wait for service. Each edition of Coffee News is customized for its community
and contains 32 advertisements for small and medium-sized businesses in the local
community it is distributed in. Local editions are published by an entrepreneur with a
passion for community involvement.

The Short Form Notice will be published once in approximately 77 zoned editions covering areas with affected municipalities.

Editions may include: Airdrie, Beaumont, Bonnyville, Burnaby (Central), Burnaby (North), Burnaby (South), Campbell River, Chestermere & Strathmore, Chilliwack, Cold Lake, Comox Valley, Coquitlam, Cornwall, Cowichan Valley/Ladysmith, Cranbrook, Devon, Didsbury, Carstairs & Crossfield, Drayton Valley, Edson, Fort McMurray, Fort Saskatchewan (incl. Lamont & Bruderheim), Grande Prairie, Hampton/Quispamsis, High River, Hinton, Innisfail & Olds (incl. Bowden, Sundre & Spruceview), Interlake Area (St. Paul, Lockport & Selkirk), Lacombe (incl. Blackfalds), Leduc & Nisku, Lethbridge (North & Coaldale), Lloydminster, Maple Ridge East, Maple Ridge West, Mission, North Delta, North Langley, North Vancouver (East), North Vancouver (West), Okotoks, Oromocto, Parksville/Qualicum, Peace River, Penticton, Ponoka, Port Alberni, Port Coquitlam, Red Deer (Central), Red Deer (North), Red Deer (South), Rocky Mountain House (incl. Eckville, Leslieville & Caroline), Sardis, Slave Lake, South Langley, South Surrey (White Rock), Spruce Grove, Squamish, St. Albert, St. Paul, Stonewall & Area, Stony Plain, Summerland, Surrey (Cloverdale), Surrey (Fleetwod), Surrey (Guildford), Swift Current, Sylvan Lake (incl. Bentley), Trochu, Three Hills, Hanna & Drumheller, Vegreville & Mundare, Wetaskiwin, Westlock, West Vancouver, Whalley/Surrey Centre, Whitecourt (incl. Fox Creek), Windsor (Central), Windsor (East), Windsor (South)

Coffee News consists of mostly female readers (66%) between 35-54 years old.

- Local Newspapers: A Short Form Notice will be placed once in approximately 100 local newspapers in each of the 154 municipalities containing one or more affected RCMP location. A single newspaper may provide coverage in one or municipality. Utilizing local newspapers will help provide coverage in medium and small rural areas. A list of local newspapers including the province and municipality they cover is attached as Schedule A.
- Alternative Newspaper Publications: A Short Form Notice will be placed in freelydistributed foreign and ethnic-focused community publications in the provinces/territories of affected RCMP locations, particularly in British Columbia, Alberta and Ottawa. The Short Form Notice will appear as approximate quarter-page broadsheet or half-page tabloid ad unit in French or English, as all Primary Class Members likely speak at least one of those languages. The community papers are generally available free of charge and distributed in community centers, places of worship, transit centers, businesses, etc., in neighborhoods featuring high concentrations of each respective ethnic group (e.g., Chinese, Filipino, and/or South Asian publications), or targeting Chinese, Filipino, and/or South Asian communities in and around those municipalities.

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Publications include Desi Today, The Asian Star, Asian Pacific Post, South Asian Post, The Filipino Post, Sach Di Awaaz, Philippine Canadian Inquirer, The Link, Filipino Journal, and Philippine Showbiz News. These publications were selected due to their high circulation, print language, female-oriented audiences, and other important factors. For example, Desi Today is Canada's first South-Asian news magazine delivered door-to-door, Asian Pacific Post is an energetic urban publication and the only English-language Chinese publication in British Columbia, South Asian Post is the largest circulation publication in the Indo-Canadian market, The Filipino Post is the largest circulation newspaper for the Filipino community, Philippine Journal is the oldest Filipino publication in British Columbia, Philippine Canadian Inquirer is the largest and only Filipino-Canadian newspaper distributed weekly all over Canada, and The Link is oldest newspaper for the Indo-Canadian community in Lower Mainland Vancouver.

Digital Media

- Networks and Social Media: To further extend reach, we recommend purchasing over 37 > million English- and French-language internet impressions over a 60-day period. The digital media notices will be layered and targeted to a variety of women based on age, geographic location, interests, and online behaviors. All digital notices will include an embedded link to the case website.
 - Women 35+ approximately 23.7M impressions will be distributed in English and French to women 35 years of age or older nationwide, with an emphasis in British Columbia and Alberta. The digital notices will be distributed via the Google Display Network and via the Facebook platform, and will include additional targeting to reach users whose online behavior indicates an interest in the RCMP, law enforcement, government and public sector jobs, government agencies, nonprofit organizations, volunteering, or who work as government employees or in administration services.

Gogle Display Network

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 and apps, including some of the most-visited websites and most recognizable properties on the entire internet.

facebook

- Facebook is the largest social media platform in terms of both audience size and engagement.
- Female Millennials (Women 18-34) approximately 12.3M impressions will be distributed in English and French to women 18-34 years of age nationwide, with an emphasis in British Columbia and Alberta. The digital notices will also be distributed via Instagram and YouTube, as well as on a variety of websites that index highly among millennial females.



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 Instagram is a free, online photo-sharing app and social networking platform owned by Facebook boasting a global community of over one billion users. It allows users to edit and upload photos and short videos.

💟 YouTube

YouTube is the most popular video website on the internet. It is a video sharing
website that allows users to watch videos, as well as upload their own videos and share
them with friends, family and the world. YouTube visitors watch approximately 6 billion
hours of videos each month. YouTube is owned by Google and is currently the secondlargest search engine.

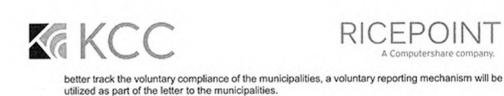
tinder @meetme all twitch BuzzFeed ACCess MOPOLITANOK! martha EILE Rodor marie claire TE SIX ROMPER SHAPE TMZ US Happent tote ? In ET SHEKNOWS REALSIMPLE People

- Custom website list will be used to provide notice on websites that index highly
 among millennial females, such as celebrity gossip and entertainment, fitness, fashion
 and style sites.
- Informational Press Release: An informational press release will be distributed in both English and French across Canada Newswire (CNW), Canada's main and oldest newswire company. The press release will advise that the settlement has been approved and 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. 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.

In addition to the press release that will be promptly issued if the Court approves the settlement, a second press release will be issued, two to four weeks prior to the claims deadline, to press outlets throughout Canada via Canada Newswire. The press release will serve as a reminder about the settlement and provide a direct call to action by informing Class Members to file a claim before the claims deadline. 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. The press release distribution will be supplemented with delivery to a national list of women's and men's lifestyle multi-media Canadian Newswire influencers in both English and French.

Municipality Outreach/Individual Notice: All 154 municipalities with municipal police service agreements will be mailed a one-page Summary Notice, in both English and French. The mailing will also include a detailed cover letter that requests voluntary assistance in the distributing the Notices to potential Primary Class Members by issuing the Notice by mail or email to its female employees who worked with the RCMP and posting it in a highly visible, high-trafficked area. Additionally, the cover letter will instruct the municipalities to go to the settlement website to obtain additional information, print Claim Forms and additional Summary Notice, and obtain claims administration contact information to request specific forms of Notice or creative for use on websites, social media, etc. A list of the 154 municipalities is attached as Schedule B. In order to

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Union Outreach: The Canadian Union of Public Employees (CUPE) is Canada's largest union, with over 680,000 members across the country. CUPE represents workers in health care, emergency services, education, early learning and child care, municipalities, social services, libraries, utilities, transportation, airlines and more.

All 67 CUPE office locations will be mailed a one-page Summary Notice, in both English and French. The mailing will also include a detailed cover letter that request their voluntary assistance in the distributing the Notices to potential Primary Class Members by providing the Notice to its current and former female members by mail or email and posting it in a highly visible, high-trafficked area. Additionally, the cover letter will instruct the CUPE offices to go to the settlement website to obtain additional information, print Claim forms and additional Summary Notices, and obtain claims administration contact information to request specific forms of Notice or creative for use on websites, social media, etc. A list of the 67 CUPE office locations is attached as **Schedule C**. In order to better track the voluntary compliance of CUPE, a voluntary reporting mechanism will be utilized as part of the letter to the CUPE offices.

Individual Notice: The Government of Canada has agreed to post the summary Notice, in English or French as appropriate, in all RCMP premises. In addition, Canada has provided KCC/RicePoint with the email addresses for Primary Class Members who have a current RCMP email addresses. KCC/RicePoint will provide Notice by email to the email addresses provided, including a link to the long form Notice and Claim Form, and embedded links to Class Counsel's websites for more information.

Providing individual Notice to Primary Class Members through active RCMP email addresses will ensure individual notice is distributed where possible. Individual notice is the preferred method of notice because it provides information directly to Primary Class Members.

Additionally, posting the Notice in municipalities and through CUPE, as detailed above, will be an effective form of Notice in this case.

Posting the Notice in visible and highly-trafficked areas throughout offices where Primary Class Members are employed allows for a greater opportunity for it to reach its intended audience and to be seen and read. It also allows for word-of-mouth promotion as Primary Class Members involved in this case may speak to each other about the Notice and share it with other Primary Class Members who may or may not be the same office and who may or may not be currently employed or seconded in an affected RCMP premises.

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KAKCC

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Media Costs for Notice Program (per Phase)

Media Type	Cost (CAD)*	
Commuter Newspapers	\$17,930	
Mainstream Newspapers	\$21,011	
Digital Media	\$89,500	
Press Release	\$1,980	
Foreign/Cultural Publications	\$9,456	
Local Newspapers	\$80,588	
Municipality Outreach	Included in Administration estimate	
Individual Email Notice	Included in Administration estimate	
Union Outreach	Included in Administration estimate	
French Translation	Included in Administration estimate	
Professional Services	\$6,00	

*All prices are based on best estimates and valid for 30 days **Tax not included ***All media placements subject to final review and approval by the vendor

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Schedule	A
Schedule	**

Province	Municipality	Newspaper	Circulation
Alberta	Airdire Chestermere Cochrane High River Okotoks Strathmore	Calgary Herald	
Alberta	Banff	Cagary Heraid	
Alberta	Canmore	Rocky Mountain Outlook	9,500
Alberta	Brooks	Brooks Bulletin Weekend Regional	7.313
Alberta	Coaldale	The Sunny South News	4,000
Alberta	Bonnyville Cold Lake	The Cold Lake Sun	6,174
Alberta	Drayton Valley	The Drayton Valley Western Review	1,800
Alberta	Drumheller	The Drumheller Mail	TBD
Alberta	Edson	The Edson Leader	4,301
Alberta	Grande Prairie	The Peace Country Sun	11,185
Alberta	Hinton	The Hinton Parklander	3,976
Alberta	Lloydminster	Meridian Source	15,006
Alberta	Peace River	Peace River Gazette	809
Alberta	Ponoka	Ponoka News	5,661
			10,000 daily
Alberta	Redcliff	CHAT News Today	users
Alberta	Blackfalds Innisfail Olds Red Deer	Red Deer Advocate	8.512
Alberta	Rocky Mountain House	The Mountaineer	
Alberta	Slave Lake	Lakeside Leader	3,600
Alberta	Beaumont Devon Fort Saskatchewan LeDuc Morinville Spruce Grove St. Albert Stony Piain Strathcona County Wetaskiwin	Edmonton Journal	
Alberta	St. Paul	St. Paul Journal	3.600
Alberta	Stettler	Stettler Weekender	5,442
Alberta	Sylvan Lake	Sylvan Lake News	5,586
Alberta	Vegreville	Vegreville News Advertiser	11,257
Alberta	Wainwright	Star Edge News	4,690
Alberta	Town of Westlock	Westlock News	3,500
Alberta	Whitecourt	The Whitecourt Star	2,687
Alberta	Wood Buffalo	Fort McMurray Today	17,000

Province	Municipality	Newspaper	Circulation
	Burnaby		1998 - 1997 - 1998 - 1998 - 1998 - 1998 - 1998 - 1998 - 1998 - 1998 - 1998 - 1998 - 1998 - 1998 - 1998 - 1998 -
	Chilliwack		
	Coquitiam		1991 1997 1995 1995 1995 1995 1995 1995
	District of North Vancouver	and the second	1 Charles
	Hope		
	Langley		
	Maple Ridge		125 Cartage
	Mission		A REAL PROPERTY.
	North Vancouver City		1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1
	Pitt Meadows	the second state of the se	Contraction of the second
	Port Coguitlam		10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	Richmond		
	Squamish		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	Surrey		
	Township of Langley		
	Whistler	The state of the state of the state of the	
British Columbia	White Rock	The Province	
British Columbia	Campbell River	Campbell River Mirror	16.883
British Columbia	Castlegar	Castlegar News	6,696
	Colwood		
British Columbia	Langford	Goldstream News Gazette	17,656
NAC ACCULT	Comox		
British Columbia	Courtenay	Cornox Valley Record	21,640
British Columbia	Cranbrook	Cranbrook Townsman	1,585
			and a second second
British Columbia	Creston	Creston Valley Advance	2,430
British Columbia	Dawson Creek	Dawson Creek Mirror	9,385
British Columbia		Fernie The Free Press	
British Columbia	Fort St. John	Pipeline News North	11,600
British Columbia	Kamloops	Kamloops This Week	29,682
	Kelowna		
British Columbia	West Kelowna	Kelowna Capital News	43,465
British Columbia	Kent	Agassiz-Harrison Observer	2,819
			943
British Columbia	Kimberley	Kimberley Bulletin	943
British Columbia	Kitimat	Kitimat Northern Sentinel	4,116
British Columbia	Ladysmith	Ladysmith Chronicle	4,110
British Columbia British Columbia	Lake Country Merritt	Winfield Lake Country Calendar Merritt Herald	6.092
bhush Columbia	Merria	mona morad	0,052
British Columbia	Nanaimo	Nanaimo News Bulletin	31,786
British Columbia	North Cowichan	Duncan Cowichan Valley Citizen	21,276
CONTRACTOR LA	North Saanich		1
British Columbia	Sidney	Peninsula News Review	14,753
British Columbia	Osoyoos	Osoyoos Times	2,200
Vily 1 - Contractor	Parksville		NESS STREET
British Columbia	Qualicum Beach	Parksville Qualicum News	16,656
British Columbia	Peachland	Peachland View	2,799
	Ouriedan	Deskates Mesters March	01.010
British Columbia	Penticton	Penticton Western News	21,848
British Columbia	Port Alberni	Alberni Valley News	9,349
British Columbia	Powell River	Powell River Peak	7,575
British Columbia	Prince George	Prince George Citizen	
British Columbia	Prince Rupert	Prince Rupert Northern View	5,669

Schedule A

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Province	Municipality	Newspaper	Circulation
British Columbia	Quescel	Questel Cariboo Observer	5.672
British Columbia	Revelstoke	Revelstoke Times Review	1,800
British Columbia	Salmon Arm	Salmon Arm Observer	2,119
British Columbia	Sechelt	Coast Reporter	11,670
British Columbia	Smithers	Smithers Interior News	2,727
British Columbia	Sooke	Sooke News Mirror	5,773
British Columbia	Summerland	Summerland Review	1,300
British Columbia	Terrace	Terrace Standard	9,001
British Columbia	Trail	Trail Times	2,608
British Columbia	Armstrong Coldstream Spalumcheen Vernon	Vernon Morning Star	28,282
			24.640
British Columbia	View Royal	Victoria News	24,510
British Columbia	Williams Lake	Williams Lake Weekend Advisor	9,060
	Beausejour		
Manitoba	Pinawa	The Clipper (Lac du Bonnet)	13,300
Manitoba	Bolssevain	The Recorder	1,200
Manitoba	Carman	The Valley Leader	5,709
Manitoba	Dauphin The Pas Roblin Russell Swan River	Dauphin Herald Opasquia Times Roblin Review Russell Banner Swan Valley Star & Times	11.038
Manitoba	Flin Flon	Flin Flon Reminder	1.275
	1		10.599
Manitoba	Gimli	Interlake Spectator	10,599 TBD
Manitoba	Killarney	The Guide	
Manitoba	Minnedosa	The Minnedosa Tribune	1,775
Manitoba	Neepawa	Neepawa Banner & Press	8,009
Manitoba	Portage La Prairie	The Graphic Leader/Daily Graphic	9,640
Manitoba	Selkirk	The Selkirk Journal	15,180
Manitoba	Souris	Souris Plaindealer	700
Manitoba	Steinbach	The Carillon	4,439
Manitoba	Stonewall Gillam	The Stonewall Argus & Teulon Times	5,860
Manitoba	Thompson	Thompson Citizen	3,800
Manitoba	Virden	Virden Empire-Advance	1,600
Mantood	Bouctouche	Vilden Englis Advance	
New Brunswick	Codiac	Acadie Nouvelle	19,552
New Brunswick	Campbeliton	Campbellton Tribune	1,904
New Brunswick	Hampton	Kings County Record	2,366
New Brunswick	Oromocto	The Telegraph Journal	21,901
New Brunswick	Sackville	Sackville Tribune-Post	1,618
New Brunswick	Saint Andrews	St. Croix Courier	2,900
Nova Scotia	Antigonish	The Caskel	20,781
Nova Scotia	Pictou	The Advocate	3,500
Nova Scotia	Windsor	Hants Journal/Valley Journal Advertiser	2,930
	Shelburne		
Nova Scotia	Yarmouth	Tri-County Vanguard	3,632
Prince Edward Island	Cornwall Stratford	The Guardian	11,669
Saskatchewan	Humboldt	The East Central Recorder	13.000
Saskatchewan	Meadow Lake	Northern Pride	4,200
Saskatchewan	Meadow Lake Melfort	Melfort Journal	21,766
Saskatchewan	North Battleford		13,700
	Swift Current	The Battlefords Regional News-Optimist The Southwest Booster	TBD
Saskatchewan	Martensville	The Southwest Booster	180
Saskatchewan	Warman	Clark's Crossing Gazette	16,168

Schedule A

Schedule A

Province	Municipality	Newspaper	Circulation
Saskatchewan	Yorkton	This Week Marketplace	19,975
TOTAL			858,049

Schedule B

List of Municipalities with Municipal Police Service Agreements

	British Col	umbia	
Armstrong	Kamloops	Parksville	Sooke
Burnaby	Kelowna	Peachland	Spalumcheen
Campbell River	Kent	Pentiction	Squamish
Castlegar	Kimberley	Pitt Meadows	Summerland
Chilliwack	Kitimat	Port Alberni	Surrey
Coldstream	Ladysmith	Port Coquitlam	Terrace
Colwood	Lake Country	Powell River	Township of Langley
Comox	Langford	Prince George	Trail
Coquitlam	Langley	Prince Rupert	Vernon
Courtney	Maple Ridge	Qualicum Beach	View Royal
Cranbrook	Merritt	Quesnel	West Kelowna
Creston	Mission	Revelstoke	Whistler
Dawson Creek	Naniamo	Richmond	White Rock
District of North Vancouver	North Cowichan	Salmon Arm	Williams Lake
Fernie	North Sannich	Sechelt	
Fort St. John	North Vancouver City	Sidney	
Норе	Osoyoos	Smithers	
	Alber	ta	
Airdrie	Drayton Valley	Olds	Strathcona County
Banff	Drumheller	Peace River	Strathmore
Beaumont	Edson	Ponoka	Sylvan Lake
Blackfalds	Fort Saskatchewan	Redcliff	Vegreville
Bonnyville	Grande Prairie	Red Deer	Wainwright
Brooks	High River	Rocky Mountain House	Strathmore
Canmore	Hinton	Slave Lake	Town of Westlock
Chestermere	Innisfail	Spruce Grove	Wetaskiwin
Coaldale	Leduc	St. Albert	Whitecourt
Cochrane	Lloydminster	St. Paul	Wood Buffalo
Cold Lake	Morinville	Stettler	
Devon	Okotokos	Stony Plain	
A STATE OF A	Saskatch	ewan	AND
Humbolt	Meadow Lake	North Battleford	Warman
Martensville	Melfoft	Swift Current	Yorkton
	Manite	oba	
Beausejour	Gimli	Roblin	Swan River
Boissevain	Killarney	Russell	The Pas
Carman	Minnedosa	Selkirk	Thompson
Dauphin	Neepawa	Souris	Virden
Flin Flon	Pinawa	Steinbach	

Schedule B

Gillam	Portage La Prairie	Stonewall	
	New Bri	unswick	
Bouctouche	Codiac	Oromocto	Saint Andrews
Campbellton	Hampton	Sackville	
	Nova	Scotia	
Antigonish	Shelburne	Windsor	Yarmouth
Pictou			
	Prince Edu	vard Island	San Artes
Cornwall	Stratford		

Schedule C

List of Canadian Union of Public Employees Office Locations

Office	Street Address	City	Province	Zip
CUPE National Office	1375 St. Laurent Blvd	Ottawa	ON	K1G 0Z7
Alberta Regional Office	300-10235 124 Street NW	Edmonton	AB	T5N 1P9
Calgary Area Office	240N-3015 Fifth Avenue	Calgary	AB	T2A 6T8
Fort McMurray Area Office	120-9521 Franklin Avenue	For McMurray	AB	T9H 3Z7
Grande Prairie Area Office	101-10126 117 Avenue	Grand Prairie	AB	T8V 7S4
Lethbridge Area Office	102-3305 18 Avenue N	Lethbridge	AB	T1H 5S1
Medicine Hat Area Office	103-640 Kingsway Avenue SE	Medicine Hat	AB	T1A 2W9
Red Deer Area Office	250-5002 55th Street	Red Deer	AB	T4N 7A4
British Columbia Regional Office	6222 Willingdon Avenue	Burnaby	BC	V5H 0G3
Victoria Area Office	110-3550 Saanich Road	Victoria	BC	V8X 1X2
Comox Valley Area Office	6-204 North Island Highway	Courtenay	BC	V9N 3P1
Cranbrook Area Office	116-7th Avenue S	Cranbrook	BC	V1C 2J4
Fraser Valley Area Office	201-32615 South Fraser Way	Abbotsford	BC	V2T 1X8
Kelowna Area Office	303-1912 Enterprise Way	Kelowna	BC	V1Y 959
Nanaimo Area Office	603-495 Dunsmuir Street	Nanaimo	BC	V9R 6B9
Prince George Area Office	1505 Victoria Street	Prince George	BC	V2L 2L4
Terrace Area Office	3210 Emerson Street	Terrace	BC	V8G 2R8
Trail Area Office	206-1199 Bay Avenue	Trail	BC	V1R 4A4
Manitoba Regional Office	703-275 Broadway	Winnipeg	MB	R3C 4M6
Brandon Area Office	1911 Park Avenue	Brandon	MB	R7B 4A7
Dauphin Area Office	121 First Street SW	Dauphin	MB	R7N 1M9
Maritimes Regional Office	91 Woodside Lane	Fredericton	NB	E3C 0C5
Bathurst Area Office	970 Principale Street, Suite 1	Beresford	NB	E8K 2H6
Charlottetown Area Office	26 Paramount Drive	Charlottetown	PEI	C1E 0C7
Dalhousie Area Office	396 Renfrew Street	Dalhousie	NB	E8C 2K4
Edmundston Area Office	295 Power Road	Edmundston	NB	E3V 3L6
Moncton Area Office	113 Englehart Street	Dieppe	NB	E1A 8K2
Saint John Area Office	208 Lancaster Avenue	Saint John	NB	E2M 2K9
Atlantic Regional Office	271 Brownlow Avenue	Dartmouth	NS	B3B 1W6
Corner Brook Area Office	17-50 Main Street	Corner Brook	NL	A2H 1C4
New Glasgow Area Office	115 Maclean Street	New Glasgow	NS	B2H 4M5
St. John's Area Office	102-15 International Place	St. John's	NL	A1A 0L4
Sydney Area Office	500 George Street	Sydney	NS	B1P 1K6
Yarthmouth Area Office	1C Second Street	Yarthmouth	NS	B5A 1T4
Ontario Regional Office	80 Commerce Valley Drive E	Markham	ON	L3T 0B2
Barrie Area Office	Unit 619, 55 Cedar Pointe Drive	Barrie	ON	L4N 0B2
Cornwall Area Office	231 McConnell Avenue	Cornwall	ON	K6H 5R7
Hamilton Area Office	1700-21 King Street W	Hamilton	ON	L8P 4W7
Kenora Area Office	205-308 Second Street S	Kenora	ON	P9N 1G4
Kingston Area Office	615 Norris Court	Kingston	ON	K7P 2R9
Kitchener Area Office	204-1120 Victoria Street N	Kitchener	ON	N2B 3T2
Lakehead Area Office	1159 Alloy Drive	Thunder Bay	ON	P7B 6M8

Schedule C

London Area Office	101-350 Oxford Street W	London	ON	N6H 1T3
Niagara Area Office	101-110A Hannover Drive	St. Catherines	ON	L2W 1A4
North Bay Area Office	120 Lakeshore Drive	North Bay	ON	P1A 2A8
Oshawa Area Office	104-419 King Street W	Oshawa	ON	L1J 2K5
Ottawa Area Office	1378 Triole Street	Ottawa	ON	K1B 3M4
Ottawa Valley Area Office	380 Isabella Street	Pembroke	ON	K8A 5T2
Peel Area Office	25 Watline Avenue, Suite 202	Mississauga		L4Z 2Z1
Peterborough Area Office	6-165 Sherbrooke Street	Peterborough	ON	K9J 2N2
Sault Ste. Marie Area Office	606-421 Bay Street	Saulte Ste. Marie	ON	P6A 1X3
Sudbury Area Office	205-888 Regent Street	Sudbury	ON	P3E 6C7
Timmins Area Office	124 Third Avenue	Timmins	ON	P4N 1C5
Windsor Area Office	414-3200 Deziel Drive	Windsor	ON	N8W 5A5
Quebec Regional Office	7100-565 Cremazie Boulevard E	Montreal	QC	H2M 2V9
Baie-Comeau Area Office	201-1041 De Mingan Street	Baie Comeau	QC	G5C 3W1
Hull Area Office	300-259 St. Joseph Boulevard	Hull	QC	J8Y 6T1
Quebec Area Office	200-5050 Des Gradins Boulevard	Quebec	QC	G2J 1P8
Rimouski Area Office	607-2 St. Germain Street E	Rimouski	QC	G5L 8T7
Rouyn-Noranda Area Office	2500-201 Du Terminus Street W	Rouyn-Noranda	QC	J9X 2P7
Sept-Iles Area Office	707 Laure Boulevard	Sept-Iles	QC	G4R 1Y2
Sherbrooke Area Office	2300-790 De la Rand Street	Sherbrooke	QC	J1H 1W7
Trois-Rivieres Area Office	207-7080 Marion Street	Trois-Rivieres	QC	G9A 6G4
Saguenay-Lac-St-Jean Area Office	210-2679 Du Royaume Boulevard	Jonquiere	QC	G7S 5T1
Saskatchewan Regional Office	3731 E. Eastgate Drive	Regina	SK	S4Z 1A5
Prince Albert Area Office	1250 A. First Avenue E.	Prince Albert	SK	S6V 2A8
Saskatoon Area Office	250 Cardinal Crescent	Saskatoon	SK	S7L 6H8

Federal Court



Cour fédérale

Date: 20200310

Docket: T-1673-17

Citation: 2020 FC 321

CLASS PROCEEDING

BETWEEN:

CHERYL TILLER, MARY-ELLEN COPLAND AND DAYNA ROACH

Plaintiffs

and

HER MAJESTY THE QUEEN

Defendant

<u>REASONS FOR ORDER</u> (Settlement Approval)

PHELAN J.

I. <u>Introduction</u>

[1] The Settlement Agreement at issue here follows upon the settlement approval in *Merlo v Canada*, 2017 FC 533 [*Merlo-Davidson*], which dealt with gender and sexual orientation based harassment and discrimination of women who worked in the Royal Canadian Mounted Police [RCMP] as "Regular Members, Civilian Members and Public Service Employees" since September 16, 1974 – the first date on which women were eligible to join the RCMP. [2] While the issue of counsel fees is part of the Settlement Agreement, it is separate from this approval and is the subject of a separate and distinct decision.

[3] This Settlement Agreement is designed to address similar conduct in a RCMP controlled workplace experienced by women who worked with or volunteered with the RCMP but for whom the RCMP was not their employer and therefore those persons were not part of the "Merlo Class".

[4] On June 21, 2019, the Representative Plaintiffs and the Defendant entered into a settlement for this group as set out in the "Settlement" (including its recitals, schedules and appendices). On October 1, 2019, the parties entered into a supplemental agreement which contains the terms of Appointment of the Administrator and the Assessor [Supplemental Agreement].

[5] For purposes of these Reasons and the Approval Order, the two agreements, the Settlement and the Supplemental Agreements, together form the "Settlement Agreement", unless otherwise indicated.

[6] The Settlement Agreement establishes a confidential claims process for compensation ranging from \$10,000 to \$220,000. It is to be a non adversarial process and contains the feature of a non-retaliation directive so that Class Members still working with the RCMP may claim without fear of retaliation.

[7] The parties have asked for Court approval of the Settlement Agreement, the proposed form, content and manner of distribution of the notice of settlement approval [Notice], the appointment of Deloitte LLP to administer the Settlement Agreement and the appointment of the Honourable Louise Otis, the Honourable Pamela Kirkpatrick and the Honourable Kathryn Neilson as Assessors of the claims process established under the Settlement Agreement.

[8] For the Reasons set forth, the Court approves the Settlement Agreement and the related documents and appointments and consequently the action will be dismissed.

II. Background

A. <u>Overview</u>

[9] This action was commenced November 2, 2017. The Plaintiffs allege that the RCMP was negligent and in breach of s 15 of the *Canadian Charter of Rights and Freedoms*, Part I of the *Constitution Act, 1982*, being Schedule B to the *Canada Act 1982* (U.K.), 1982, c 11, in failing to take reasonable measures to ensure that "Primary Class Members" could work in an environment free of gender and sexual orientation based harassment and discrimination. The Plaintiffs further allege that the Defendant Crown is liable for the action of individuals who worked for the RCMP and were at all material times Crown servants pursuant to the *Crown Liability and Proceedings Act*, RSC 1985, c C-50. The Plaintiffs claim that this conduct caused them psychological and physical injuries.

[10] Following service of materials in March 2018 for a contested certification application, the parties rapidly engaged in settlement discussions over a period of approximately one year starting in June 2018. These discussions resulted in the Settlement.

[11] As a result, the claim was amended for settlement purposes and an Amended Statement of Claim filed in April 2019.

[12] Following further discussions with and submissions to the Court, the action was certified for settlement purposes on July 5, 2019. As discussed later, the proper description of the Class was a complicated matter. It is also important to note that the Class was defined and settled for settlement purposes only – a point repeated by the Defendant.

[13] Merlo-Davidson is an essential backdrop and driving factor in this proceeding. As part of the Certification Order, Klein Lawyers LLP and Higgerty Law were appointed Class Counsel. Both firms have experience in class action litigation and Klein Lawyers were one of the class counsel in Merlo-Davidson. Their experience and recommendation is one factor which the Court must consider in approving this Settlement Agreement.

[14] While this case moved into the settlement negotiation phase very quickly and given *Merlo-Davidson*, hotly contested litigation was not on the horizon, the Plaintiffs, necessarily, began the work for a contested certification process. In that regard, two experts also assisted in crafting the Settlement.

B. <u>The Settlement Agreement – Key Terms and Provisions</u>

(1) \underline{Class}

[15] One of the most critical aspects of the Settlement Agreement and of the Certification Order was the Class, particularly the definition of "Primary Class Members". Apart from the exclusions such as the class in *Merlo-Davidson* being RCMP members, the intent was to capture a large group of people not captured in the exclusion. The genesis of this litigation was the realization that female non-RCMP personnel and others engaged with the RCMP and who experienced the same type of abuse and discrimination as the serving RCMP members, were not covered by the *Merlo-Davidson* case.

[16] In terms of exclusion (either specific or by implication) despite the RCMP being the provincial police force in eight provinces, provincial employees under the supervision, management or control of the RCMP are not included in this action because those employees had their own remedies under provincial law as discussed later.

[17] It was essential that there be a significant and meaningful connection with the RCMP. With input from the Court, the parties described that connection not only in terms of supervision and management but also in terms of circumstances where the RCMP was exercising control over the relevant personnel – paid employees or volunteers. [18] The broad definition of the Primary Class is meant to describe the large group of women who have worked or volunteered with or under the RCMP in varying capacities but who were not included in the *Merlo-Davidson* settlement.

(2) <u>Class Period</u>

[19] The Class Period in the Settlement Agreement runs from September 16, 1974 until July 5,2019 – a period of 45 plus years.

(3) <u>Levels of Compensation</u>

[20] The six levels of compensation provided for was to recognize the different forms of gender and sexual orientation based harassment and discrimination and that each could have a unique impact on the particular victim.

[21] The levels of compensation range from \$10,000 to \$220,000 as follows:

- Level 1 Minimal Injury \$10,000
- Level 2 Mild Injury \$35,000
- Level 3 Low Moderate Injury \$70,000
- Level 4 Upper Moderate Injury \$100,000
- Level 5 Significant Injury \$150,000
- Level 6 Severe Injury \$220,000

Compensation is also available to spouses and children of claimants whose claims have been assessed at Level 5 or Level 6.

C. <u>Claims Process</u>

[22] The claims process is intended to be confidential and non-adversarial. The process is based on document review and claimant interviews and the assessment performed in a psychological and emotional "safe" environment for Primary Class Members to facilitate the exchange of stories of sexual harassment, abuse and discrimination.

[23] The deadline for filing a claim is a relatively short 180 days from the later of the last day for an appeal (or leave to appeal) of the Approval Order or the date of a final determination of any such appeal by a Class Member.

[24] The claims process is clearly and succinctly set out in the Settlement Agreement and requires the provision of details of the offending conduct and the injuries caused by it.

[25] To avoid any potential for double recovery, the Defendant is required to provide the Administrator and the Assessor(s) with a list of Primary Class Members who have been paid by Canada under another civil claim, grievance or harassment complaint in respect of gender or sexual orientation based harassment or discrimination in the circumstances described in the Primary Class Member definition during the Claim Period [the Previous Compensation List].

[26] The Defendant through the RCMP has a further obligation to provide the Administrator with a list of potential Primary Class Members who have ever had a Human Resources Management System identification [HRMIS]. This is intended to assist the Administrator and Assessor(s) in verifying the class membership. In the event that a claimant's name does not appear on this Class Member List, the Administrator will request additional proof of class membership from the claimant.

[27] Completed claim packages will be sent from the Administrator to the Assessor(s) where they will be placed in one of two categories – Levels 1/2 or Level 3 and above. Levels 1 and 2 attract only a paper review by the Assessor(s). For Levels 3 and above, the Assessor(s) will review the documents but also conduct an in-person interview of the claimant. For either category the Assessor(s) will determine whether the claim meets the compensation criteria and the appropriate level of compensation to be awarded.

D. <u>Confidentiality</u>

[28] Because of the nature of the offending acts and the concern for privacy, the Settlement Agreement contains numerous provisions to safeguard the confidential claims process. This is particularly important to Class Members still working for the RCMP who fear retaliation or other adverse consequences of making a claim.

[29] The RCMP itself has a necessarily limited role in the claims process generally restricted to certain administrative functions including making payments to the Administrator.

The offices of the Administrator and the Assessor(s) are and remain independent from the parties, the RCMP and each other.

[30] A particular feature of this Settlement Agreement to ensure confidentiality of the claims process is the creation of the "Designated Contact". This is a confidential contact within the RCMP who responds to requests for information and records from the Administrator and the Assessor(s). Even within RCMP premises, the Designated Contact, who is responsible for ensuring the confidentiality of all requests/responses between the RCMP, is to be housed in a secure unmarked office accessible only to the Designated Contact.

E. <u>Settlement Parameter</u>

[31] As a claims made settlement there is no cap on the total settlement to be paid out. Each qualifying claim will be paid regardless of the total amount paid to the Class as a whole. This process avoids the risk of payment delays and reduced individual compensation if the number of claims exceeds the estimated "take up" rate (the estimate of the number of claimants and the amount of those claims).

[32] However, Class Counsel has estimated that about 5% of the Primary Claims Members will make claims, that the average claim value is approximately \$50,000 and therefore the total settlement payment will be approximately \$100 million.

F. <u>Notices</u>

[33] A critical element of any class action settlement is the opt-out provision allowing a potential claimant to opt out of the Settlement Agreement and proceed on their own. It is the ultimate protection for an individual who is dissatisfied with a class settlement.

As of the hearing before the Court, only two opt-outs were filed.

[34] Notices of Certification and of Settlement Approval Hearing have been distributed as required.

[35] Notice of Settlement will be dealt with according to the approved Notice Plan and will involve press releases, publication in print media, digital and social media, direct mailing, Class Counsel website display, posting in RCMP premises and requested distribution assistance in municipalities with municipal RCMP detachments and at CUPE branch offices.

G. Opt-Out Rights

[36] A key provision in every class action settlement is the Opt-Out Rights.

[37] The Opt-Out period is set at 70 days following the date of the Certification Order – September 13, 2019. To date, two opt-out notices have been received.

[38] The Opt-Out threshold was set at 50. As this threshold has not been met, the provision is academic.

H. <u>Administrator</u>

[39] The parties requested that Deloitte LLP be appointed Administrator. The duties of Administrator are well defined in Article 6 and Schedule B of the Settlement Agreement.

[40] The Court has evidence and knowledge of Deloitte LLP's experience in class action administration. The Defendant is responsible for paying the cost of administration.

I. <u>Assessor</u>

[41] The parties requested that the Honourable Louise Otis, formerly of the Court of Appeal of Quebec, be appointed as the Assessor. Subsequently they have asked for two further Assessors – the Honourable Pamela Kirkpatrick, formerly of the British Columbia Court of Appeal, and the Honourable Kathryn Neilson, formerly of the Supreme Court of British Columbia.

[42] The duties of the Assessor(s) are likewise well defined and are principally the evaluation of claims, where required, settling the amount of compensation claimed and preparing a report to the RCMP on their observations generally regarding claims and making recommendations to the RCMP to assist in minimizing workplace sexual harassment and discrimination. The Defendant is also liable for the costs of the Assessor(s).

J. <u>Counsel Fees</u>

[43] The matter of approval of Class Counsel fees is the subject of a separate decision. In general terms, however, the Defendant will contribute \$6 million and Class Counsel seeks fees based upon 15% of the amount received by each claimant. As between Class Counsel, they have agreed to 70% for Klein Lawyers LLP and 30% for Higgerty Law.

K. <u>Support/Objection</u>

[44] In the Hearing Approval Order, provision was made for expressions of support or opposition to the Settlement Approval.

[45] No expressions of opposition were received. While no expressions of support were received by the Court, the Santos Affidavit indicates that approximately 575 persons have expressed a desire to be included in the compensation process.

III. <u>Issue</u>

[46] The issue for determination is whether the Settlement Agreement (except for Class Counsel fees to be determined separately) is fair and reasonable and in the best interests of the Class. Consequent on that determination is the approval of various notices and appointments.

IV. <u>Analysis</u>

A. <u>Legal Framework</u>

[47] The test for approving a class action settlement is well established and described in such decisions as *Merlo-Davidson* at paras 16-19, *Toth v Canada*, 2019 FC 125 at paras 37-39 and *Condon v Canada*, 2018 FC 522 [*Condon*].

[48] The test is whether, in all the circumstances, the Settlement is "fair, reasonable and in the best interests of the class as a whole".

[49] In the application of the test, the Court is to consider numerous factors.

- [50] As set forth in *Condon* at para 19, the non exhaustive list of factors is:
 - a. The likelihood of recovery or likelihood of success;
 - b. The amount and nature of discovery, evidence or investigation;
 - c. Terms and conditions of the proposed settlement;
 - d. The future expense and likely duration of litigation;
 - e. The recommendation of neutral parties, if any;
 - f. The number of objectors and nature of objections;
 - g. The presence of arm's length bargaining and the absence of collusion;
 - h. The information conveying to the Court the dynamics of, and the positions taken, by the parties during the negotiations;
 - i. The degree and nature of communications by counsel and the representative plaintiffs with class members during the litigation; and
 - j. The recommendation and experience of counsel.

[51] Recent case law in this Court and other superior courts (see *Manuge v Canada*, 2013 FC 341 [*Manuge*]) have emphasized that a class action settlement must be looked at as a whole and specially that it is not up to the Court to rewrite the substantive terms of a settlement. It is very much a "take it or leave it" proposition (except with respect to fees).

[52] In this case, the decision is relatively simple and straightforward given the settlement in *Merlo-Davidson*. The Defendant, through the RCMP having settled liability to serving members

of the RCMP for harassment and discrimination, could hardly avoid making a settlement in respect of civilian workers and similarly situated persons experiencing the same offending conduct from members of the RCMP.

[53] Further, I accept that there is a strong presumption of fairness where a settlement hasbeen negotiated at arm's length by experienced counsel, as is the case here (see *Riddle v Canada*,2018 FC 641).

[54] On the opposite side of the theoretical ledger of settlement approval is the impact of the Court rejecting a proposed settlement agreement. As held in *Manuge* at para 6 - "The rejection of a multi-faceted settlement like the one negotiated here also carries the risk that the process of negotiation will unravel and the spirit of compromise will be lost."

[55] Given the parallel situation with respect to female members of the RCMP whose settlement was approved in *Merlo-Davidson*, it would be a travesty of justice to deny the non-members covered in the present Class a reasonable settlement of their claim.

[56] As with so many settlements, the "proof of the pudding is in the eating". To ensure that the goals and mechanisms of the Settlement Agreement are fulfilled, the parties accept this Court's continuing supervisory role. That role is vital as discussed in the Supreme Court's decision in *J.W. v Canada (Attorney General)*, 2019 SCC 20.

[57] In considering whether the Settlement is "fair, reasonable and in the best interests of the Class", the Court will touch upon the factors laid out in *Condon*.

B. *Factors*

(1) <u>Likelihood of Recovery/Success</u>

[58] While the Plaintiffs' counsel has suggested that this is complex litigation with a myriad of possible defences available to the Defendant – which might be the case if it were to be litigated – the chances of litigation unfolding were distant. The RCMP had settled the same type of claims for its members, and the Commissioner had issued statements acknowledging misconduct and pointing to the need for changes in the working culture within the RCMP.

[59] Having said this, while there were complexities in this case and its Settlement with respect to issues of union membership, Class Counsel has satisfied me that the Settlement Agreement does not interfere with grievance processes.

[60] In supplementary submissions, the parties addressed whether the Court had jurisdiction in this matter as it arguably related, at least in part, to remedies under labour relations regimes. I am satisfied that the decision in *Rivers v Waterloo Regional Police Services Board*, 2018 ONSC 4307 (upheld by the Ontario Court of Appeal), did not apply in these circumstances. The Primary Class does not have an employer-employee relationship with the Defendant similar to that discussed in the Ontario decision. [61] A major issue was properly defining the Class. That process required some work and a failure to reach agreement on this definition would have led, at the very least, to an involved, uncertain certification process followed by the inevitable appeals and the potential of Class proceedings and individual proceedings clashing on many issues.

[62] I accept that the expansive Class definition and the 45 plus year Class Period represents a significant advantage in the Settlement Agreement, not necessarily achievable in contested litigation.

[63] Some sort of settlement was a strong probability; however, the nature and extent of this Settlement Agreement is a significant benefit to the Class and to the Defendant not so easily foreseen.

(2) <u>Discovery/Evidence</u>

[64] While there never was discovery or other significant pre-trial proceeding, Class Counsel did obtain reports from the RCMP and other sources about the gender based harassment culture within the RCMP. Class Counsel retained two experts to further develop an understanding of the nature of the offending conduct toward non-RCMP members in a workplace setting.

[65] Because of the less homogenous nature of the Primary Class – covering differing circumstances of engagement with the RCMP as compared to the *Merlo-Davidson* situation – Class Counsel engaged in detailed and extensive conversations with potential Class Members to secure a better understanding of the types of discrimination and the impacts of that conduct on this diverse Primary Class.

(3) <u>Settlement Terms and Conditions</u>

- [66] There are several features of the terms and conditions which support approval:
 - a claims made approach avoids the risks of delay and the over-subscription risk present with lump sum settlements.
 - the extensive Class Period commencing in 1974 avoids the complexities of limitation periods.
 - the non-adversarial claims process reduces the risk of re-traumatization and facilitates the essential feature of confidentiality. Fear of retaliation or further harassment was a significant concern which confidentiality helps ameliorate.
 - the compensation levels are consistent with damages awards and takes account of litigation risk and ease of claims process. They are also the same as *Merlo-Davidson* despite the different relationship with the RCMP and the different class definitions.
 - (4) <u>Counsel Experience/Recommendation</u>

[67] As expected, Class Counsel recommend this Settlement Agreement. More germane is that both firms are experienced class action counsel involved in a variety of such claims. Klein Lawyers have direct, highly relevant experience from *Merlo-Davidson* and are well versed in issues, complexities of the case and needs of the Class.

(5) <u>Future Expense and Duration of Litigation</u>

[68] Absent a settlement, the Plaintiffs would litigate a claim covering 45 years and conduct affecting thousands of Class Members. The potential for appeals at many of the key stages of a class action is real; the possibility of either the creation of sub-classes or individualized claims is also real.

(6) <u>Number of Objectors/Objections/Opt Out</u>

[69] There have been no objections filed. Also significant is that only two potential Class Members have opted out. With a class of approximately 41,000 members, this factor speaks to the support of the Class for this Settlement Agreement.

(7) <u>Good Faith/Absence of Collusion</u>

[70] There is no evidence of collusion. The year long negotiations appear from every perspective to having been conducted in good faith with the intention of finding resolution.

[71] The Court is not directly aware of the negotiations; however, it case managed this matter and there is nothing in the manner in which the case before the Court was conducted to even suggest that this was not an arm's length negotiation in which compromises had to be made.

(8) <u>Communication with Class Members</u>

[72] Based on the affidavit evidence before the Court, Class Counsel have been in regular contact with Class Members. Hundreds of women have contacted Class Counsel. The Representative Plaintiff has likewise personally communicated with Class Members.

(9) Dynamics of Negotiation

[73] The steps leading to the Settlement Agreement were described in the affidavit of Mr.Tanjuatco.

[74] The Notice of Settlement is consistent with the Court's requirements and the Notice Plan is robust and practical. Notice providers, experienced in the field, have been appointed. The RCMP and CUPE are prepared to assist in the dissemination of information.

[75] The Settlement Agreement has been posted on the website of Class Counsel and of the Settlement itself (rcmpsettlement.ca).

(10) Other Matters

[76] The proposed Administrator, Deloitte LLP, has extensive experience in class action settlements including in *McLean v Canada*, 2019 FC 1075. The Court is prepared to approve its appointment.

[77] The proposed Assessors are judges of considerable relevant experience, well qualified to assess claims under the Settlement Agreement.

[78] To assist in determining claimants' entitlement to compensation – Class Members are barred from making a claim if they have previously received compensation in respect of events and injuries covered in this action – the Defendant is to prepare a Previous Compensation List. This is intended to prevent double recovery, to the extent it can.

[79] The Previous Compensation List is to be provided to the Assessor(s) and the Administrator.

V. <u>Conclusion</u>

[80] For these reasons, the Settlement Agreement is found to be fair and reasonable and in the best interests of the Class as a whole.

[81] The Court will issue the necessary Order with these Reasons,

[82] The Court retains jurisdiction over this matter and the Order and Settlement Agreement specifically. The Order is subject to amendment as may be necessary.

"Michael L. Phelan"

Judge

Ottawa, Ontario March 10, 2020

FEDERAL COURT

SOLICITORS OF RECORD

DOCKET:	T-1673-17
STYLE OF CAUSE:	CHERYL TILLER, MARY-ELLEN COPLAND AND DAYNA ROACH v HER MAJESTY THE QUEEN
PLACE OF HEARING:	VANCOUVER, BRITISH COLUMBIA
DATE OF HEARING:	OCTOBER 17, 2019
REASONS FOR ORDER:	PHELAN J.
DATED:	MARCH 10, 2020

APPEARANCES:

Angela Bespflug David Klein Janelle O'Connor FOR THE PLAINTIFFS CHERYL TILLER AND MARY-ELLEN COPLAND

Patrick Higgerty, Q.C.

Donnaree Nygard Mara Tessier

Higgerty Law

Calgary, Alberta.

FOR THE PLAINTIFF, DAYNA ROACH FOR THE DEFENDANT

SOLICITORS OF RECORD:

Klein Lawyers LLP Barristers and Solicitors Vancouver, British Columbia

Barristers and Solicitors

FOR THE PLAINTIFFS CHERYL TILLER AND MARY-ELLEN COPLAND

FOR THE PLAINTIFF, DAYNA ROACH

Attorney General of Canada Vancouver, British Columbia

FOR THE DEFENDANT

Federal Court Decisions

Tiller v. Canada

Court (s) Database: Federal Court Decisions Date: 2020-08-05 Neutral citation: 2020 FC 845 File numbers: T-1673-17

> Date: 20200805 Docket: T-1673-17 Citation: 2020 FC 845

Ottawa, Ontario, August 5, 2020

PRESENT: The Honourable Mr. Justice Phelan

CLASS PROCEEDING

BETWEEN:

CHERYL TILLER, MARY-ELLEN COPLAND AND DAYNA ROACH

Plaintiffs

and

HER MAJESTY THE QUEEN

Defendant

<u>ORDER</u>

WHEREAS this motion was made by the Representative Plaintiffs, on consent and in writing, pursuant to Rule 369 of the *Federal Courts Rules*, SOR/98-106, for clarification of the "Implementation Date" under the

Settlement Agreement approved by this Court;

AND UPON READING the motion record of the Representative Plaintiffs;

AND UPON the Implementation Date having been set, after extensions due to pandemic circumstances affecting Court operations, as July 16, 2020;

AND UPON the implementation of the Settlement having been commenced before the *Time Limits and Other Periods Act (COVID-19)*, SC 2020, c. 11 [Covid Act];

AND HAVING CONSIDERED that no appeals or leaves to appeal have been filed or are likely to be filed;

AND HAVING CONSIDERED that the motion is in the best interests of the Class and is within the Court's discretion to grant;

THIS COURT ORDERS that the Implementation Date of the Settlement of this class action remains July 16, 2020, and has not been impacted by the *Time Limits and Other Periods Act (COVID-19)*, SC 2020, c

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"Michael L. Phelan" Judge

Federal Court Decisions

Tiller v. Canada

Court (s) Database: Federal Court Decisions Date: 2021-01-06 Neutral citation: 2021 FC 25 File numbers: T-1673-17

> Date: 20210106 Docket: T-1673-17 Citation: 2021 FC 25

Ottawa, Ontario, January 6, 2021

PRESENT: The Honourable Mr. Justice Phelan

CLASS PROCEEDING

BETWEEN:

CHERYL TILLER, MARY-ELLEN COPLAND AND DAYNA ROACH

Plaintiffs

and

HER MAJESTY THE QUEEN

Defendant

<u>ORDER</u>

(re: Deemed Exceptional Circumstances)

Tiller v. Canada - Federal Court

UPON MOTION by the Plaintiffs under Rule 369 of the *Federal Courts Rules*, SOR/98-106, for an Order extending time due to "deemed exceptional circumstances";

AND UPON considering the Plaintiffs' request, as a result of extraordinary circumstances, for this extension of time beyond the January 12, 2021 claim deadline, to process claims for compensation by primary class members;

AND UPON considering the motion materials filed on behalf of the Plaintiffs including an Affidavit of Connie Luong sworn on December 18, 2020;

AND UPON noting that the Defendant consents in writing to the Plaintiffs' extension request;

AND UPON the Court concluding that the Coronavirus Pandemic is an "exceptional circumstance" under the Settlement Agreement;

AND CONCLUDING that the relief requested is in the best interests of all parties;

THIS COURT ORDERS that:

- An "exceptional circumstance" under the Settlement Agreement is deemed for each Primary Class Member who has, on or before the Claim Deadline, being January 12, 2021, informed Class Counsel or the Assessor in the manner specified below that she intends to file a Claim for compensation under the Settlement Agreement [Deemed Exceptional Circumstance];
- 2. On January 13, 2021, being the day after the Claim Deadline, Class Counsel shall provide the Office of the Independent Assessor and the Claim Administrator with a list of the names of all Primary Class Members who have informed Class Counsel in writing or by email, on or before the Claim Deadline, that they intend to file a Claim for compensation under the Settlement Agreement;
- 3. Any Primary Class Member who has, on or before January 12, 2021, opened an online file with the Claim Administrator but has not yet submitted her Claim Form will be deemed to have informed the Assessor that she intends to file a Claim under the Settlement Agreement;

- Primary Class Members for whom the Deemed Exceptional Circumstance applies have until April 22, 2021 to submit their Claim Forms and all supporting documentation to the Claim Administrator;
- 5. Primary Class Members for whom the Deemed Exceptional Circumstance applies are not required to individually file with the Assessor a Request for Deadline Extension form;
- 6. Where the Deemed Exceptional Circumstance does not apply to a Primary Class Member because the Primary Class Member has not, on or before the Claim Deadline of January 12, 2021, informed Class Counsel or the Assessor, as specified above, that she intends to file a Claim for compensation under the Settlement Agreement, Article 7.05 (2) and Schedule B of the Settlement Agreement still apply;
- 7. The Claim Administrator shall post this Order on the website upon receipt of the Order; and
- 8. No costs are payable on this motion.

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"Michael L. Phelan" Judge Federal Court



Cour fédérale

Date: 20190328

Docket: T-1499-16

Citation: 2019 FC 383

Ottawa, Ontario, March 28, 2019

PRESENT: The Honourable Madam Justice McDonald

PROPOSED CLASS PROCEEDING

BETWEEN:

BRUCE WENHAM

Applicant

and

THE ATTORNEY GENERAL OF CANADA

Respondent

ORDER AND REASONS

[1] On November 1, 2018, the Federal Court of Appeal in *Wenham v Canada (Attorney General)*, 2018 FCA 199, certified this as a class proceeding and appointed the Applicant, Bruce Wenham, as the representative of the following class: "all individuals whose applications to the Thalidomide Survivors Contribution Program were rejected on the basis of failing to provide the required proof of eligibility" (at para 66).

[2] On this Motion, the Applicant seeks an order to disseminate notice of certification to the 168 class members who had claims denied under the 2015 Thalidomide Survivors Contribution Program (TCSP). The Applicant also asks that a Dispute Resolution Conference (DRC) pursuant to Rule 386 be scheduled.

[3] Following the Federal Court of Appeal decision certifying this as a class proceeding, on January 9, 2019, the Government announced that a new program, the Canadian Thalidomide Survivors Support Program (CTSSP), would be launched in the Spring of 2019. This was announced without prior notice to the Applicant or Class counsel. This program would presumably target the potential class members.

[4] To date, no further details of the CTSSP have been announced.

[5] The Respondent opposes the Applicant's Motion and argues that until the details of the CTSSP program are announced, notice to the class should be postponed. The Respondent filed an Affidavit from Cindy Moriarty who is an Executive Director at Health Canada with responsibilities for the TCSP. In her Affidavit dated March 20, 2019, she states: "I expect the details of the new program to be available for release in April 2019."

[6] According to the Respondent, as an announcement on the new CTSSP program is imminent, service of notice of certification to the class members would cause confusion. The Respondent therefore asks that the notice to the class be held off until after the details of the new program are announced. [7] The Applicant argues that notice to the class should not be delayed and any confusion that may result when the details of the CTSSP program are announced can be addressed in the information provided to class members. The Applicant seeks an Order directing that notice of certification be disseminated immediately and that an opt-out period be set.

ANALYSIS

Notice of Certification

[8] The Notice requirements are outlined in Rules 334.32(1) and (5) as follows:

334.32 (1) Notice that a proceeding has been certified as a class proceeding shall be given by the representative plaintiff or applicant to the class members.

[...]

(5) The notice shall

334.32 (1) Lorsqu'une instance est autorisée comme recours collectif, le représentant demandeur en avise les membres du groupe

[...]

(5) L'avis comporte les éléments suivants

(a) describe the proceeding, including the names and addresses of the representative plaintiff or applicant, and the relief sought;

(b) state the time and manner for a class member to opt out of the proceeding;

(c) describe the possible financial consequences of the proceeding to the class and a) un sommaire de l'instance, notamment une mention des nom et adresse du représentant demandeur et des réparations demandées;

b) des instructions quant à la façon dont les membres du groupe peuvent s'exclure du recours collectif et la date limite pour le faire;

c) un énoncé des conséquences financières possibles de l'instance pour les membres du subclass members;

(d) summarize any agreements respecting fees and disbursements:

(i) between the representative plaintiff or applicant and that representative's solicitor, and

(ii) if the recipient of the notice is a member of a subclass, between the representative plaintiff or applicant for that subclass and that representative's solicitor;

(e) in the case of an action, describe any counterclaim being asserted by or against the class or any subclass, including the relief sought in the counterclaim;

(f) state that the judgment on the common questions of law or fact for the class or subclass, whether favourable or not, will bind all of the class members or subclass members who do not opt out of the proceeding;

(g) describe the right, if any, of the class or subclass members to participate in the proceeding; and

(h) give an address to which class members may direct inquiries about the proceeding. groupe et du sous-groupe;

d) un sommaire des conventions relatives aux honoraires et débours qui sont intervenues entre :

(i) le représentant demandeur et l'avocat inscrit au dossier,

(ii) le représentant demandeur du sous-groupe et l'avocat inscrit au dossier, dans le cas où le destinataire de l'avis est membre d'un sous-groupe;

e) s'agissant d'une action, un sommaire des demandes reconventionnelles présentées par ou contre le groupe ou le sous-groupe, y compris les réparations qui y sont demandées;

f) une mention portant que le jugement rendu sur les points de droit ou de fait communs liera tous les membres du groupe ou du sous-groupe non exclus du recours collectif, qu'il soit favorable ou défavorable;

g) un énoncé du droit éventuel de chaque membre du groupe ou du sous-groupe de participer à l'instance;

h) l'adresse où les membres du groupe peuvent envoyer toute question relative à l'instance. [9] Rule 334.21 of the Federal Courts Rules, SOR/98-106 states as follows regarding opting-

out and exclusion:

334.21 (1) A class member involved in a class proceeding may opt out of the proceeding within the time and in the manner specified in the order certifying the proceeding as a class proceeding.

(2) A class member shall be excluded from the class proceeding if the member does not, before the expiry of the time for opting out specified in the certifying order, discontinue a proceeding brought by the member that raises the common questions of law or fact set out in that order. **334.21 (1)** Le membre peut s'exclure du recours collectif de la façon et dans le délai prévus dans l'ordonnance d'autorisation.

(2) Le membre est exclu du recours collectif s'il ne se désiste pas, avant l'expiration du délai prévu à cette fin dans l'ordonnance d'autorisation, d'une instance qu'il a introduite et qui soulève les points de droit ou de fait communs énoncés dans cette ordonnance.

[10] The Supreme Court of Canada at paragraph 42 of Canada Post Corp v Lépine, 2009 SCC

16 noted the importance of the notice procedure in class proceedings as follows:

A class action takes place outside the framework of the traditional duel between a single plaintiff and a single defendant. In many class proceedings, the representative acts on behalf of a very large class. The decision that is made not only affects the representative and the defendants, but may also affect all claimants in the classes covered by the action. For this reason, adequate information is necessary to satisfy the requirement that individual rights be safeguarded in a class proceeding. The notice procedure is indispensable in that it informs members about how the judgment authorizing the class action or certifying the class proceeding affects them, about the rights — in particular the possibility of opting out of the class action — they have under the judgment, and sometimes, as here, about a settlement in the case. [11] As stated in *Lépine* the notice procedure is indispensable to provide class members with adequate information so that they can fully understand how the class proceeding affects their rights and to consider the possibility of opting-out.

[12] The Respondent argues that the parties will be in a better position to provide a more accurate notice to the class members when the details of the new program are released. However, that position fails to acknowledge that this class proceeding is a judicial review of a refusal under the 2015 Thalidomide Survivors Contribution Program. How the underlying judicial review application will be impacted by the, as yet undetailed, 2019 TCSSP program, is unknown.

[13] Accordingly, in my view, the impending announcement of a "new program" is not a valid reason to withhold notice of the class proceeding which relates to the 2015 TSCP and which was certified in November 2018. It is in the best interests of all concerned that notice of certification be issued without further delay.

[14] Ensuring class members have sufficient time to consider any new program can be addressed by providing a lengthier opting-out period.

[15] Furthermore, if the new program provides class members with an alternate remedy to the class proceedings, having received notice of the class proceedings in advance, the class members will then be in a position to make a fully informed decision.

[16] The parties have largely agreed on the form and content of notice of certification. The main point of contention was the timing of when the notice of certification ought to be disseminated.

[17] Accordingly, pursuant to Rule 334.32, I am ordering that notice be provided to class members. Where the parties disagree on the wording of the notice and the attached schedules, I have chosen the Applicant's wording of these documents.

[18] I have also decided that given the possibility that the new program will be announced while the notice to class members is being disseminated, it is appropriate to provide a lengthier opt-out period of 60 days rather than the 30 days proposed by the Applicant.

Dispute Resolution Conference

[19] A DRC was initially scheduled for March 12, 2019, but it did not proceed as the Respondent was not in a position to discuss a resolution until the details of the TCSSP program are announced.

[20] Although the Court is prepared to facilitate a DRC on short notice, until such time as the new program details are disclosed it is premature to reschedule a DRC.

ORDER in T-1499-16

THIS COURT ORDERS that:

- Notice of certification substantially in the form attached as Schedule "A" together with the Frequently Asked Questions document substantially in the form attached as Schedule "B" shall be disseminated within fourteen (14) days of this Order as follows:
 - Delivered by Class Counsel by regular mail and email to the Class Members on the list of names and last known contact information as required to be provided by the Respondent to Class Counsel pursuant to the Order of this Court of February 26, 2019;
 - Forwarded by email or regular mail to any person who requests it from the Respondent or Class Counsel;
 - c. Posted on Class Counsel's website;
 - Posted on the Respondent's website for the Thalidomide Survivors Contribution
 Program; and
 - e. Issued by press release via the CNW Group Canadian Basic Network.
- A Class Member may opt-out of the class proceeding by returning a signed Opt-Out Form, in substantially the same form as attached as Schedule "C", postmarked or otherwise received within sixty (60) days of the date of this Order (the "Opt-Out Deadline"), to the Class Counsel.

- No Class Member may opt-out of the class proceeding after the Opt-Out Deadline, except with leave of the Court.
- Class Counsel shall serve on the Respondent and file with the Court, within fourteen (14) days after the expiry of the Opt-Out Deadline, an affidavit listing all persons who have opted-out of the class proceeding, if any.
- The cost of distributing notice of certification pursuant to this Order shall be paid by the Respondent.
- 6. The request for a Dispute Resolution Conference is denied.

"Ann Marie McDonald"

Judge

SCHEDULE "A" -NOTICE OF CERTIFICATION

This notice was approved by the Federal Court

Did your application to the 2015 Thalidomide Survivors Contribution Program get rejected?

A Class Proceeding May Affect Your Legal Rights.

If your application to the 2015 Thalidomide Survivors Contribution Program was rejected by the Federal Government on the basis of failing to provide the required proof of eligibility, you are a class member in this class proceeding.

The class proceeding is known as Wenham v. Canada, File T-1499-16.

The class proceeding alleges that the eligibility criteria and evidentiary restrictions imposed by the Thalidomide Survivors Contribution Program were incorrect, unreasonable or unlawful and all rejections on those bases ought to be set aside. The class proceeding is asking that all applications rejected on those bases be reconsidered by the Federal Government using more reasonable criteria.

The Federal Government has responded to the class proceeding and has denied the allegations. The Applicant's allegations have not been proven and the Court has not yet determined the merits of the application.

The Federal Court has appointed Bruce Wenham of Toronto, Ontario, as the representative applicant in this matter. Mr. Wenham may be contacted at: c/o Koskie Minsky LLP, 20 Queen Street West, Suite 900, Toronto, ON, M5H 3R3, 1-866-474-1741.

The definition for the class included in the application is:

"all individuals whose applications to the 2015 Thalidomide Survivors Contribution Program were rejected on the basis of failing to provide the required proof of eligibility."

If you meet this definition, you are automatically included in the class proceeding.

If you <u>do not</u> wish to be included in the application, you must remove yourself by opting-out by [INSERT DATE]. If you opt-out, you will not be entitled to benefit from any remedy ordered if the class proceeding is successful.

***THIS CLASS PROCEEDING RELATES TO THE 2015 THALIDOMIDE FOR SURVIVORS CONTRIBUTION PROGRAM. YOU MAY APPLY **COMPENSATION UNDER THE 2019 CANADIAN THALIDOMIDE SURVIVORS** SUPPORT PROGRAM WHETHER OR NOT YOU PARTICIPATE IN OR OPT OUT OF THIS CLASS PROCEEDING. HOWEVER, THE ELIGIBILITY CRITERIA AND EVIDENTIARY REQUIREMENTS OF THE 2019 CANADIAN THALIDOMIDE SURVIVORS SUPPORT PROGRAM HAVE NOT BEEN ANNOUNCED. IT IS NOT KNOWN AT THIS TIME WHETHER THE NEW CRITERIA AND REOUIREMENTS WILL ADDRESS THE CONCERNS OUTLINED IN THIS PROCEEDING.

To opt-out of the application, you need to fill out an opt-out form, which is available online at https://kmlaw.ca/cases/thalidomide-survivors-contribution-program-class-action/, or can be obtained from Class Counsel at the contact information below.

Class members who stay in the class proceeding will be bound by any decision of the Court on the merits and/or by any settlement reached and approved by the Court.

If the Application is dismissed, you are not responsible for any legal costs. If the Application is allowed or is settled by the parties, Class Counsel will seek to have their legal fees deducted from any money ultimately recovered by class members following a re-determination of their applications, based on a contingency fee agreement that is subject to the approval of the court. The lawyers are seeking 25% of any recovery received by class members that is a result of this case.

If you have any questions about the proceeding, this notice or whether you may be a member of the Class, please contact Class Counsel at the contact information provided below. DO NOT contact the Federal Court.

https://kmlaw.ca/cases/thalidomide-survivors-contribution-program-class-action/

by phone: 1-866-474-1741

by email: thalidomideclassaction@kmlaw.ca

writing to: Thalidomide Survivors Contribution Program Class Proceeding, Koskie Minsky LLP, 20 Queen Street West, Suite 900, M5H 3R3

The Federal Government has responded to the class proceeding and has denied the allegations. The allegations in the application have not been proven and the Court has not yet determined the merits of the application.

4. What is a Class Judicial Review Application?

This class proceeding is a class judicial review application. In a class judicial review application, one or more people called "**Representative Applicants**" apply for judicial review of a decision or order of a federal board, tribunal or other decision-maker that affects a particular group.

When an application has been certified to go forward as a class proceeding, the Court has authorized the Representative Applicant(s) to act on behalf of the "**Class**" or "**Class Members**" who fall within the class definition. The court will then decide the legal issues raised in the case for everyone affected, except for those who exclude themselves from the lawsuit.

The Federal Court has appointed Bruce Wenham of Toronto, Ontario as the **Representative Applicant** in this matter to act on behalf of all individuals whose applications to the 2015 TSCP were rejected on the basis of failing to provide the required proof of eligibility.

The next step in this matter is to determine whether the eligibility criteria and evidentiary requirements of the 2015 TSCP were incorrect, unreasonable and unlawful and whether all applications rejected on that basis should be reconsidered pursuant to more reasonable criteria.

5. Am I a member of the class?

The class is defined as "all individuals whose applications to the 2015 Thalidomide Survivors Contribution Program were rejected on the basis of failing to provide the required proof of eligibility."

If you are not sure whether you meet this definition, contact Koskie Minsky LLP, the lawyers for the Class:

by phone: 1-866-474-1741 by email: thalidomideclassaction@kmlaw.ca writing to: Thalidomide Survivors Contribution Program Class Proceeding, Koskie Minsky LLP, 20 Queen Street West, Suite 900, M5H 3R3

6. What if I don't want to be part of the Class?

If you meet the class definition and do not wish to be a part of the class proceeding you must "Opt Out" before the **[Opt Out deadline]**.

SCHEDULE "B"

Thalidomide Survivors Contribution Program Class Application

Frequently Asked Questions March 18, 2019

BASIC INFORMATION

1. Why did I get this notice?

The Federal Court authorized this notice to let you know that an application for judicial review that may impact you was certified as a class proceeding.

The class proceeding has been brought by Bruce Wenham on behalf of all persons whose applications to the 2015 Thalidomide Survivors Contribution Program were rejected on the basis of failing to provide the required proof of eligibility.

This notice explains the nature of class proceeding and the opt out process.

2. What is the 2015 Thalidomide Survivors Contribution Program?

On May 22, 2015, the Minister of Health announced details of the Thalidomide Survivors Contribution Program (2015 TSCP).

Individuals eligible under the 2015 TSCP received:

- 1. A tax-free lump-sum of \$125,000.00 to help support immediate health needs;
- 2. Ongoing support payments, based on level of disability, throughout the course of the individual's lifetime; and
- 3. Access to the Extraordinary Medical Assistance Fund for assistance with extraordinary health costs.

3. What is the class proceeding about?

The class proceeding alleges that the eligibility criteria and evidentiary restrictions imposed by the **2015 TSCP** were incorrect, unreasonable and unlawful.

The class proceeding is asking that all applications rejected on those bases be set aside and reconsidered by the Federal Government using more reasonable criteria.

The Federal Government has responded to the class proceeding and has denied the allegations. The allegations in the application have not been proven and the Court has not yet determined the merits of the application.

4. What is a Class Judicial Review Application?

This class proceeding is a class judicial review application. In a class judicial review application, one or more people called "**Representative Applicants**" apply for judicial review of a decision or order of a federal board, tribunal or other decision-maker that affects a particular group.

When an application has been certified to go forward as a class proceeding, the Court has authorized the Representative Applicant(s) to act on behalf of the "**Class**" or "**Class Members**" who fall within the class definition. The court will then decide the legal issues raised in the case for everyone affected, except for those who exclude themselves from the lawsuit.

The Federal Court has appointed Bruce Wenham of Toronto, Ontario as the **Representative Applicant** in this matter to act on behalf of all individuals whose applications to the 2015 TSCP were rejected on the basis of failing to provide the required proof of eligibility.

The next step in this matter is to determine whether the eligibility criteria and evidentiary requirements of the 2015 TSCP were incorrect, unreasonable and unlawful and whether all applications rejected on that basis should be reconsidered pursuant to more reasonable criteria.

5. Am I a member of the class?

The class is defined as "all individuals whose applications to the 2015 Thalidomide Survivors Contribution Program were rejected on the basis of failing to provide the required proof of eligibility."

If you are not sure whether you meet this definition, contact Koskie Minsky LLP, the lawyers for the Class:

by phone: 1-866-474-1741

by email: thalidomideclassaction@kmlaw.ca writing to: Thalidomide Survivors Contribution Program Class Proceeding, Koskie Minsky LLP, 20 Queen Street West, Suite 900, M5H 3R3

6. What if I don't want to be part of the Class?

If you meet the class definition and do not wish to be a part of the class proceeding you must "Opt Out" before the [**Opt Out deadline**].

Opting out means you will not be bound by any order made by the Court and you will not be eligible for any relief that is provided by the Court if the class proceeding is successful.

You will be able to hire and pay for your own lawyer and commence your own application if you deem appropriate.

If you want to commence your own application you <u>must</u> Opt Out. If you Opt Out, you must abide by all applicable limitation periods and should consult a lawyer.

7. What if I do nothing?

If you do nothing, you will automatically be a part of the Class and you will be bound by any judgment or settlement issued after the hearing, including in respect of legal fees.

8. How do I Opt-Out?

To opt out of the settlement, you must submit an Opt Out Form to the lawyers for the Class. A copy of the Opt Out Form is available at:

https://kmlaw.ca/cases/thalidomide-survivors-contribution-program-class-action/

If you have commenced a legal proceeding against Canada relating to the 2015 Thalidomide Survivors Contribution Program, and you do not discontinue it on or before [Opt Out Deadline] you will be deemed to have Opted Out of the Application.

9. Who are the lawyers for the Class?

The lawyers for the Class are: Koskie Minsky LLP of Toronto, Ontario. You can contact the lawyers for the class at <u>thalidomideclassaction@kmlaw.ca</u> or 1-866-474-1741. Please also visit the lawyer's website for this case at: https://kmlaw.ca/cases/thalidomide-survivors-contribution-program-class-action/.

If you want to receive advice from another lawyer, you may hire one to your own expense. If you want to opt out and commence your own application and want to hire another lawyer to represent you in that application, you can do so at your own expense.

10. How will the lawyers for the Class be paid?

Legal fees are typically deducted from any compensation that the class ultimately receives as a result of a successful judgment or settlement. The lawyers for the class are seeking 25% of any recovery received by class members that is a result of this case.

The Federal Court will decide the amount of fees and disbursements to award. Class Counsel will not be paid until the Federal Court declares that the proposed legal fees are fair and reasonable.

11. What is the 2019 Canada Thalidomide Survivors Support Program?

On January 9, 2019 the Minster of Health announced that a new program called the Canadian Thalidomide Survivors Support Program for thalidomide survivors (2019 CTSSP). The announcement stated that the CTSSP would provide eligible applicants with an ex gratia payment of \$250,000, ongoing tax-free annual payments based on level of disability and ab Extraordinary Medical Assistance Fund (EMAF).

The announcement noted that those survivors already approved and receiving support through the 2015 TSCP will automatically transfer to the 2019 CTSSP, will continue to receive their benefits and will receive an ex gratia payment of \$125,000 to equalize the ex gratia payments to survivors under the two programs.

The Minister of Health noted that the 2019 CTSSP would replace the 2015 TSCP. The Applicant is of the view that the 2019 CTSSP is simply a revision to the 2015 TSCP. That is a matter of dispute between the parties.

While the announcement stated that the 2019 CTSSP would "provide a fair and comprehensive approach to identifying thalidomide survivors that is based on international best practices" no details of the eligibility criteria or evidentiary requirements of the 2019 CTSSP were announced. As of the date of these FAQs no such details have been announced or shared with the court appointed representative of the class.

The announcement noted that the application period for the CTSSP would launch in spring 2019 and remain open for five years. The announcement noted that more information would be made available when the program is launched.

12. How does the 2019 Canada Thalidomide Survivors Support Program impact this class proceeding?

At this time, it is not clear how the 2019 CTSSP will impact this class proceeding.

While the announcement stated that the 2019 CTSSP would "provide a fair and comprehensive approach to identifying thalidomide survivors that is based on international best practices" no details of the eligibility criteria or evidentiary requirements of the CTSSP were announced. As of the date of these FAQs no such details have been announced or shared with the court appointed representative of the class.

It is not clear to the Representative Applicant whether the eligibility criteria or evidentiary requirements of the 2019 CTSSP will be fair. It is not clear whether the eligibility criteria or evidentiary requirements of the 2019 CTSSP will be fairer than what can be achieved by this class proceeding in relation to the 2015 TSCP.

Based on the announcement of the 2019 CTSSP, it appears possible that a successful reconsideration of an application to the 2015 TSCP will result in eligibility to the 2019 CTSSP and the increase ex gratia payment associated therewith.

Until the details of the 2019 CTSSP are revealed, the impact to this class proceeding is not known. However, the court has appointed a Representative Applicant to act in this

proceeding on behalf of all those who were rejected from the 2015 TSCP on the basis of failing to provide the required proof of eligibility.

13. Does Opting Out prevent me from applying for compensation under the 2019 2019 Canada Thalidomide Survivors Support Program?

The Federal Government's announcement about the 2019 CTSSP suggests that one may apply to the 2019 CTSSP whether or not you participate in or opt out of this proceeding. This class proceeding only relates to the 2015 TSCP.

In addition, based on the announcement about the 2019 CTSSP, it appears possible that a successful reconsideration of an application to the 2015 TSCP will result in eligibility to the 2019 CTSSP and the increased ex gratia payment associated therewith.

13. How do I get more information?

This notice summarizes the Opt Out Process. More details available at:

https://kmlaw.ca/cases/thalidomide-survivors-contribution-program-class-action/

You can send your questions to the lawyers for the Class:

by phone: 1-866-474-1741

by email: thalidomideclassaction@kmlaw.ca

by writing to: Thalidomide Survivors Contribution Program Class Proceeding, Koskie Minsky LLP, 20 Queen Street West, Suite 900, M5H 3R3 KM-3643869v2

SCHEDULE "C" (OPT-OUT FORM)

 TO: Thalidomide Survivors Contribution Program Class Proceeding Koskie Minsky LLP
 20 Queen Street West, Suite 900
 Toronto, Ontario M5H 3R3
 Tel: 1-866-474-1741
 Email: thalidomideclassaction@kmlaw.ca

This is NOT a claim form.

Completing this OPT-OUT FORM will EXCLUDE you from receiving any benefit from a settlement or judgment in the class proceeding named *Bruce Wenham v. The Attorney General of Canada*, Federal Court File No. T-1499-16.

***THIS CLASS PROCEEDING RELATES TO THE 2015 THALIDOMIDE SURVIVORS CONTRIBUTION PROGRAM. YOU MAY APPLY FOR COMPENSATION UNDER THE 2019 CANADIAN THALIDOMIDE SURVIVORS SUPPORT PROGRAM WHETHER OR NOT YOU PARTICIPATE IN OR OPT OUT OF THIS CLASS PROCEEDING. HOWEVER, THE ELIGIBILITY CRITERIA AND EVIDENTIARY REQUIREMENTS OF THE 2019 CANADIAN THALIDOMIDE SURVIVORS SUPPORT PROGRAM HAVE NOT BEEN ANNOUNCED. IT IS NOT KNOWN AT THIS TIME WHETHER THE NEW CRITERIA AND REQUIREMENTS WILL ADDRESS THE CONCERNS OUTLINED IN THIS PROCEEDING.

I do <u>not</u> want to participate in the class proceeding styled as *Wenham v Canada*, alleging that the rejection of my application to the 2015 Thalidomide Survivors Contribution Program was unfair, should be set aside and reconsidered.

I understand that by opting-out of this class proceeding, I am confirming that I do not wish to participate in this class proceeding and will not be entitled to benefit from any remedy ordered by the Federal Court if the case is successful. I confirm that if I opt-out, and if I wish to seek judicial review in respect of a decision rejecting my application for compensation under the 2015 Thalidomide Survivors Contribution Program I may be subject to the applicable time limits, and I will be responsible to pursue the application on my own and to hire my own counsel.

DATE:

Signature

Print Name

Address

City, Province, Postal Code

Telephone

Email

This Notice must be delivered (or postmarked) by regular mail or email on or before _____, 2019 to be effective.

KM-3630298v3

FEDERAL COURT

SOLICITORS OF RECORD

DOCKET:	T-1499-16
STYLE OF CAUSE:	BRUCE WENHAM v THE ATTORNEY GENERAL OF CANADA
PLACE OF HEARING:	TORONTO, ONTARIO
DATE OF HEARING:	MARCH 26, 2019
ORDER AND REASONS:	MCDONALD J.
DATED:	MARCH 28, 2019

APPEARANCES:

David Rosenfeld Janeta Zurakowski FOR THE APPLICANT

Melanie Toolsie Christine Mohr FOR THE RESPONDENT

SOLICITORS OF RECORD:

Koskie Minsky LLP Barristers and Solicitors Toronto, Ontario

Attorney General of Canada Department of Justice Canada Ontario Regional Office Toronto, Ontario FOR THE APPLICANT

FOR THE RESPONDENT



CANADA

CONSOLIDATION

CODIFICATION

Federal Courts Rules

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Affidavit in response

(4) A person who serves and files an affidavit in response to a notice of motion and affidavit shall serve and file it at least five days before the day set out in the notice for the hearing of the motion.

Content of affidavit

(5) A person filing an affidavit under subsection (1) or (4) shall set out in the affidavit

(a) the material facts on which the person intends to rely at the hearing of the motion;

(b) that the person knows of no fact material to the motion that has not been disclosed in the person's affidavit; and

(c) to the best of the person's knowledge, the number of members in the proposed class.

SOR/2007-301, s. 7.

Certification

Conditions

334.16 (1) Subject to subsection (3), a judge shall, by order, certify a proceeding as a class proceeding if

(a) the pleadings disclose a reasonable cause of action;

(b) there is an identifiable class of two or more persons;

(c) the claims of the class members raise common questions of law or fact, whether or not those common questions predominate over questions affecting only individual members;

(d) a class proceeding is the preferable procedure for the just and efficient resolution of the common questions of law or fact; and

(e) there is a representative plaintiff or applicant who

(i) would fairly and adequately represent the interests of the class,

(ii) has prepared a plan for the proceeding that sets out a workable method of advancing the proceeding on behalf of the class and of notifying class members as to how the proceeding is progressing,

(iii) does not have, on the common questions of law or fact, an interest that is in conflict with the interests of other class members, and

Affidavit en réponse

(4) La personne qui signifie et dépose un affidavit en réponse à l'avis de requête et à l'affidavit le fait au moins cinq jours avant la date d'audition de la requête indiquée dans l'avis.

Contenu de l'affidavit

(5) La personne qui dépose un affidavit aux termes des paragraphes (1) ou (4) inclut les éléments suivants :

a) les faits substantiels sur lesquels elle entend se fonder à l'audition de la requête;

b) une affirmation selon laquelle il n'existe pas à sa connaissance de faits substantiels autres que ceux qui sont mentionnés dans son affidavit;

c) le nombre de membres du groupe envisagé, pour autant qu'elle le connaisse.

DORS/2007-301, art. 7.

Autorisation

Conditions

334.16 (1) Sous réserve du paragraphe (3), le juge autorise une instance comme recours collectif si les conditions suivantes sont réunies :

a) les actes de procédure révèlent une cause d'action valable;

b) il existe un groupe identifiable formé d'au moins deux personnes;

c) les réclamations des membres du groupe soulèvent des points de droit ou de fait communs, que ceux-ci prédominent ou non sur ceux qui ne concernent qu'un membre;

d) le recours collectif est le meilleur moyen de régler, de façon juste et efficace, les points de droit ou de fait communs;

e) il existe un représentant demandeur qui :

(i) représenterait de façon équitable et adéquate les intérêts du groupe,

(ii) a élaboré un plan qui propose une méthode efficace pour poursuivre l'instance au nom du groupe et tenir les membres du groupe informés de son déroulement, (iv) provides a summary of any agreements respecting fees and disbursements between the representative plaintiff or applicant and the solicitor of record.

Matters to be considered

(2) All relevant matters shall be considered in a determination of whether a class proceeding is the preferable procedure for the just and efficient resolution of the common questions of law or fact, including whether

(a) the questions of law or fact common to the class members predominate over any questions affecting only individual members;

(b) a significant number of the members of the class have a valid interest in individually controlling the prosecution of separate proceedings;

(c) the class proceeding would involve claims that are or have been the subject of any other proceeding;

(d) other means of resolving the claims are less practical or less efficient; and

(e) the administration of the class proceeding would create greater difficulties than those likely to be experienced if relief were sought by other means.

Subclasses

(3) If the judge determines that a class includes a subclass whose members have claims that raise common questions of law or fact that are not shared by all of the class members so that the protection of the interests of the subclass members requires that they be separately represented, the judge shall not certify the proceeding as a class proceeding unless there is a representative plaintiff or applicant who

(a) would fairly and adequately represent the interests of the subclass;

(**b**) has prepared a plan for the proceeding that sets out a workable method of advancing the proceeding on behalf of the subclass and of notifying subclass members as to how the proceeding is progressing;

(c) does not have, on the common questions of law or fact for the subclass, an interest that is in conflict with the interests of other subclass members; and

(iii) n'a pas de conflit d'intérêts avec d'autres membres du groupe en ce qui concerne les points de droit ou de fait communs,

(iv) communique un sommaire des conventions relatives aux honoraires et débours qui sont intervenues entre lui et l'avocat inscrit au dossier.

Facteurs pris en compte

(2) Pour décider si le recours collectif est le meilleur moyen de régler les points de droit ou de fait communs de façon juste et efficace, tous les facteurs pertinents sont pris en compte, notamment les suivants :

a) la prédominance des points de droit ou de fait communs sur ceux qui ne concernent que certains membres;

b) la proportion de membres du groupe qui ont un intérêt légitime à poursuivre des instances séparées;

c) le fait que le recours collectif porte ou non sur des réclamations qui ont fait ou qui font l'objet d'autres instances;

d) l'aspect pratique ou l'efficacité moindres des autres moyens de régler les réclamations;

e) les difficultés accrues engendrées par la gestion du recours collectif par rapport à celles associées à la gestion d'autres mesures de redressement.

Sous-groupe

(3) Si le juge constate qu'il existe au sein du groupe un sous-groupe de membres dont les réclamations soulèvent des points de droit ou de fait communs que ne partagent pas tous les membres du groupe de sorte que la protection des intérêts des membres du sous-groupe exige qu'ils aient un représentant distinct, il n'autorise l'instance comme recours collectif que s'il existe un représentant demandeur qui :

a) représenterait de façon équitable et adéquate les intérêts du sous-groupe;

b) a élaboré un plan qui propose une méthode efficace pour poursuivre l'instance au nom du sous-groupe et tenir les membres de celui-ci informés de son déroulement;

c) n'a pas de conflit d'intérêts avec d'autres membres du sous-groupe en ce qui concerne les points de droit ou de fait communs;

Discontinuance

Approval

334.3 A proceeding commenced by a member of a class of persons on behalf of the members of that class may only be discontinued with the approval of a judge. SOR/2007-301, s. 7.

Appeals

Individual questions

334.31 (1) A class member may appeal any order determining or dismissing the member's claim in respect of one or more individual questions.

Representative plaintiff or applicant failing to appeal

(2) If a representative plaintiff or applicant does not appeal an order, or does appeal and later files a notice of discontinuance of the appeal, any member of the class for which the representative plaintiff or applicant had been appointed may apply for leave to exercise the right of appeal of that representative within 30 days after

(a) the expiry of the appeal period available to the representative, if the representative does not appeal; or

(b) the day on which the notice of discontinuance is filed, if the representative appeals and later files a notice of discontinuance of the appeal.

SOR/2007-301, s. 7.

Notices

Who gives notice

334.32 (1) Notice that a proceeding has been certified as a class proceeding shall be given by the representative plaintiff or applicant to the class members.

Dispensation

(2) A judge may dispense with the giving of notice after considering the factors set out in subsection (3).

Factors

(3) A judge shall order when and by what means notice is to be given after considering the following factors:

- (a) the cost of giving notice;
- (b) the nature of the relief sought;

Désistement

Approbation

334.3 Le désistement d'une instance introduite par le membre d'un groupe de personnes au nom du groupe ne prend effet que s'il est approuvé par un juge.

Appels

Points individuels

334.31 (1) Un membre peut interjeter appel d'une ordonnance portant sur un ou plusieurs points individuels.

Représentant omet de faire appel

(2) Si le représentant demandeur n'a pas interjeté appel ou s'en est désisté, un membre du groupe peut demander l'autorisation d'exercer le droit d'appel du représentant demandeur dans les trente jours suivant :

a) l'expiration du délai d'appel ouvert au représentant demandeur, si celui-ci n'a pas interjeté appel;

 b) le dépôt de l'avis de désistement, si le représentant demandeur s'est désisté de l'appel.

DORS/2007-301, art. 7.

Avis

Auteur de l'avis

334.32 (1) Lorsqu'une instance est autorisée comme recours collectif, le représentant demandeur en avise les membres du groupe.

Dispense

(2) Le juge peut, en tenant compte des facteurs énumérés au paragraphe (3), dispenser le représentant demandeur de l'obligation d'aviser les membres du groupe.

Facteurs

(3) Le juge rend une ordonnance prévoyant les modalités de temps et de communication de l'avis en tenant compte des facteurs suivants :

- a) les coûts liés à la communication de l'avis;
- **b)** la nature des réparations demandées;

(c) the size of the individual claims of the class members;

(d) the number of class members;

(e) the presence of subclasses;

(f) the likelihood that some or all of the class members will opt out of the class proceeding; and

(g) the places of residence of class members.

How given

(4) The order may provide that notice be given by

(a) personal delivery;

(b) mail;

(c) posting, publishing, advertising or the distribution of leaflets;

(d) individually notifying a sample group within the class; or

(e) any other appropriate means or combination of appropriate means.

Content of notice

(5) The notice shall

(a) describe the proceeding, including the names and addresses of the representative plaintiff or applicant, and the relief sought;

(b) state the time and manner for a class member to opt out of the proceeding;

(c) describe the possible financial consequences of the proceeding to the class and subclass members;

(d) summarize any agreements respecting fees and disbursements

(i) between the representative plaintiff or applicant and that representative's solicitor, and

(ii) if the recipient of the notice is a member of a subclass, between the representative plaintiff or applicant for that subclass and that representative's solicitor;

(e) in the case of an action, describe any counterclaim being asserted by or against the class or any subclass, including the relief sought in the counterclaim; **c)** l'importance des réclamations individuelles des membres du groupe;

- d) le nombre de membres du groupe;
- e) l'existence de sous-groupes;

f) la possibilité que des membres du groupe demandent à être exclus du recours;

g) le lieu de résidence des membres.

Mode de communication

(4) L'ordonnance peut prévoir que l'avis est communiqué selon l'un ou l'autre des modes suivants :

- a) par remise en personne;
- **b)** par la poste;

c) par voie d'affichage ou de publication, par annonce publicitaire ou par prospectus;

d) sous forme d'avis personnel donné à un échantillon représentatif du groupe;

e) par tout autre mode approprié ou par une combinaison de tels modes.

Contenu de l'avis

(5) L'avis comporte les éléments suivants :

a) un sommaire de l'instance, notamment une mention des nom et adresse du représentant demandeur et des réparations demandées;

b) des instructions quant à la façon dont les membres du groupe peuvent s'exclure du recours collectif et la date limite pour le faire;

c) un énoncé des conséquences financières possibles de l'instance pour les membres du groupe et du sous-groupe;

d) un sommaire des conventions relatives aux honoraires et débours qui sont intervenues entre :

(i) le représentant demandeur et l'avocat inscrit au dossier,

(ii) le représentant demandeur du sous-groupe et l'avocat inscrit au dossier, dans le cas où le destinataire de l'avis est membre d'un sous-groupe;

e) s'agissant d'une action, un sommaire des demandes reconventionnelles présentées par ou contre (f) state that the judgment on the common questions of law or fact for the class or subclass, whether favourable or not, will bind all of the class members or subclass members who do not opt out of the proceeding;

(g) describe the right, if any, of the class or subclass members to participate in the proceeding; and

(h) give an address to which class members may direct inquiries about the proceeding.

Request for contributions

(6) With leave of the judge, the notice may include a solicitation of contributions from the class or subclass members to assist in paying the fees and disbursements of the solicitor of record.

SOR/2007-301, s. 7.

Notice of determination of common questions

334.33 If common questions of law or fact are determined in favour of the class or a subclass, the representative plaintiff or applicant for the class or subclass shall give notice of that determination to the class or subclass members in accordance with the directions of a judge in respect of the content of and means of giving the notice. SOR/2007-301, s. 7.

Notice of settlement

334.34 Notice that an offer to settle has been made or that a settlement has been approved under rule 334.29 shall be given by the representative plaintiff or applicant to the class or subclass members in accordance with the directions of a judge in respect of the content of and means of giving the notice.

SOR/2007-301, s. 7.

Notice to others

334.35 (1) A judge may, at any time, order any party to give any notice that the judge considers necessary to protect the interests of any class member or party or to ensure the fair conduct of the proceeding.

Application of subsections 334.32(3) and (4)

(2) Subsections 334.32(3) and (4) apply to a notice given under this rule.

SOR/2007-301, s. 7.

le groupe ou le sous-groupe, y compris les réparations qui y sont demandées;

f) une mention portant que le jugement rendu sur les points de droit ou de fait communs liera tous les membres du groupe ou du sous-groupe non exclus du recours collectif, qu'il soit favorable ou défavorable;

g) un énoncé du droit éventuel de chaque membre du groupe ou du sous-groupe de participer à l'instance;

h) l'adresse où les membres du groupe peuvent envoyer toute question relative à l'instance.

Demande de contribution

(6) Avec l'autorisation du juge, l'avis peut comprendre une demande de contribution adressée aux membres du groupe ou du sous-groupe en vue du paiement des honoraires et débours de l'avocat inscrit au dossier.

Décision rendue sur les points de droit ou de fait communs

334.33 Si les points de droit ou de fait communs sont tranchés en faveur du groupe ou du sous-groupe, le représentant demandeur du groupe ou du sous-groupe en donne avis aux membres concernés conformément aux directives d'un juge quant au contenu de l'avis et à son mode de communication.

DORS/2007-301, art. 7.

Règlement

334.34 Lorsqu'une offre en vue d'un règlement est présentée ou qu'un règlement est approuvé aux termes de la règle 334.29, le représentant demandeur du groupe ou du sous-groupe en donne avis aux membres concernés conformément aux directives d'un juge quant au contenu de l'avis et à son mode de communication.

DORS/2007-301, art. 7.

Protection des intérêts d'une personne

334.35 (1) Le juge peut, en tout temps, ordonner à une partie de donner tout avis qu'il estime nécessaire à la protection des intérêts d'un membre du groupe ou d'une partie ou à la conduite équitable de l'instance.

Application des paragraphes 334.32(3) et (4)

(2) Les paragraphes 334.32(3) et (4) s'appliquent à l'avis donné conformément à la présente règle. DORS/2007-301, art. 7.

02 JUL 2021 **Class Actions in Canada, 2nd Edition** Title Page

CANADA LAW BOOK

CLASS ACTIONS IN CANADA

2nd Edition

The Honourable Mr. Justice WARD K. BRANCH

MATHEW P. GOOD



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02 JUL 2021

Class Actions in Canada, 2nd Edition

Class Actions in Canada, 2nd Edition Chapter 10. Class Notice and Communication § 10:1. The Requirement for Notice

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Class Actions in Canada, 2nd Edition Ward Branch

Chapter 10. Class Notice and Communication

§ 10:1. The Requirement for Notice

Legal Topics

Given the potential impact of a class action upon the rights of class members, notice of certification to class members is obviously important.

Class members have the right to opt out of the action,¹ but this right is an empty one unless they have notice of the existence of the action.

The applicant need not arrive at the certification application with a complete list of the members of the class. Part of the order made at the certification hearing will be a plan for notifying members.

Any notice to the class must be approved by the court. This approval ensures that the opt-out decision is informed, balanced and independent.² The court will also consider the scope of the appropriate recipients of any notice.³

Notice need not be perfect in either its reach or its contents. Whether a proposed notice is appropriate in a particular case depends on the circumstances. To be effective, a notice program should strive to further the

goal of access to justice in each case.⁴ "Under the Ontario Amended Act, there is a direction to the court to ensure that the notice is "the best notice that is practicable in the circumstances".⁵ Furthermore, the Ontario Amended Act provides that notice shall be served on the Public Guardian and Trustee if there is a reasonable possibility that the Public Guardian and Trustee is authorized to act on behalf of one or more class members.⁶ It also provides that in the context of a settlement, if there is a reasonable possibility that the class or subclass includes minors, the court may direct that, the notice of motion and other materials filed on the motion be served on the Children's Lawyer. The Children's Lawyer make any recommendations it may have in connection with the proposed settlement in writing to the court.⁷

The Acts leave the type of notice to the discretion of the court. There are certain enumerated factors including cost, the size of the class and the likelihood that a member would seek to opt out of the action.⁸ In the common law provinces, the court may dispense with notice altogether, particularly if it is determined why class members would opt out, or if the cost would be relatively high.⁹

In Saskatchewan, Newfoundland, Ontario, B.C., Manitoba, Alberta, New Brunswick, Nova Scotia and the Federal Court, notice may be by personal mail, advertising, notice to a sample group within the class, or by any other means that the court considers appropriate. ¹⁰ The Quebec rules provide no specific direction as to the manner of notice. ¹¹

The timing of delivery of the notice may be of matter of debate. In <u>Hoy v.</u> <u>Medtronic</u>, Inc.,¹² the defendants argued that widespread notice should be deferred until after notice to a sample group. The court rejected this request, noting that there were a number of policy reasons why it was important that as many class members as possible learn of the existence of the certified action as soon as possible. In later proceedings, it was determined that approximately 35% of the notice forms were returned as undeliverable. The court ordered the defendant to provide the returned envelopes to the plaintiff, and extended the opt in period to permit class counsel to locate and notify these persons. However, the court refused to allow class counsel to contact pacemaker clinics to audit the notice program, finding that such an additional step was unnecessary. ¹³ The court may order that notice be stayed until the resolution of any appeals of certification or the outcome of pending certification applications in other jurisdictions. ¹⁴

Privacy issues will often arise in the provision of the notice. In *Logan v. Dermatech, Intradermal Distribution Inc.*, ¹⁵ the B.C. Court of Appeal held that a court cannot order a physician to disclose the name of their patients to class counsel as part of the notice program, given doctor-patient confidentiality concerns. The court stated: "In my view, the judge erred in principle by elevating the purposes of the *Class Proceedings Act* and the search for legal redress above the fundamental principle of confidentiality that adheres, for the benefit of the community, to the physician-patient

relationship." However, in *Quenneville v. Robert Bosch GmbH*, ¹⁶ the plaintiffs asked for the right to use a database developed in a parallel class action in order to give notice in this action. The court granted the order. The court noted that there would be no breach of privacy, as the privacy statutes recognized the primacy of a court order. In *Rizzi v. Handa*, ¹⁷ the court included a unique term to address privacy concerns while ensuring that available health information databases could be used:

8 The Certification Order will specify that it constitutes an authorization for the Defendants to release patient information as required by <u>s. 41(1) of the *Personal Health*</u> *Information Protection Act*, 2004, SO 2004, c. 3, Sched. A. This information will go only to the claims administrator for use as necessary in administering the class proceeding. The information will not be released directly to the Plaintiff or her counsel, although they are not prohibited from knowing the names of the Defendants' former patients if necessary for the administration of the class proceeding.

Parties may disagree on the scope of the distribution of the notice. In *Thibault v. St Jude Medical Inc.*,¹⁸ the court declined to require that the defendant provide evidence of compliance with an order requiring direct notice to issue from the defendant, stating that it should be assumed that the defendants carried out the order in good faith. In *Vaughan v. New York Life Insurance Co.*,¹⁹ the court limited notice to newspapers rather than requiring individual mailing to all class members in this certified premium offset class action. The court noted that widespread mailing could create confusion, given the nature of the class definition. The class was defined as all policyholders whose policies were breached. Given that definition, and the evidence that very few policyholders complained that their policies were breached in the earlier premium offset class action settlements, it was found that direct mail to all policyholders would be excessive.

In *Option Consommateurs v. Banque de Montréal*, the court found that there was no requirement for the Bank of Montreal to place the notice of certification on its website when the notice was already going to be published in newspapers and on the class counsel's website.²⁰

In Quebec, notice is required when a proposed class discontinues an appeal from a denial of certification.²¹

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Footnotes

- <u>1</u> See <u>§§ 11:1 et seq.</u>—Opting in and Opting Out.
- <u>2</u> Saskatchewan Act, ss. 18(1), 25(1); Ontario Act, s. 20; B.C. Act, s. 22;

Quebec Arts. 579 and 603; Manitoba Act, s. 22; Alberta Act, s. 23; New Brunswick Act, s. 24; Nova Scotia Act, s. 25; Federal Court Rules, R. <u>334.37; Mangan v. Inco Ltd. (1998), 38 O.R. (3d) 703, (Gen. Div.)</u> (sanctions for improper notice program); (unreported, March 23, 1998, Ont. Ct., Gen. Div.) (costs for sanctions motion). In Mangan, class counsel arranged for their own notice of the proposed certification and settlement to be distributed to class members prior to the expiry of the opt-out period. The court had approved a specific notice program that had been the subject of negotiation between the parties. The court found that the delivery of an unapproved notice to the class was not allowed either prior to or following certification. The court rejected arguments that the communication was privileged given that (1) there was no solicitor-client relationship with the class prior to certification, and (2) the notice was not delivered in a manner meant to ensure confidentiality. The court imposed sanctions, including allowing the defendant a greater ability to contest the settlement claims than was contemplated by the terms of the settlement agreement.

There remains some scope for communication by class counsel with class members without court approval so long as the communication does not purport to be formal notice of certification or any other step in the proceeding. The boundaries of such communication has yet to be fully considered. In Bywater v. Toronto Transit Commission (1999), 43 O.R. (3d) 367, (Gen. Div.) (dismissing contempt application); (unreported, May 21, 1999, Gen. Div.) (costs of contempt application) the court held that a press release issued by class counsel did not purport to provide formal notice of the certification decision and was not improper. See <u>§ 10:5</u>—Communication with Class Members.

See, for example, LeFrancois v. Guidant Corp., [2009] O.J. 2481 (S.C.J.), where the court addressed an unsuccessful effort by the defendant to constrain the class definition in order to minimize the scope of individuals who would receive notice, arguably to prevent undue concern by pacemaker recipients for whom no concern was raised in the evidence.

- <u>4</u> See <u>Fantl v. ivari, 2018 ONSC 4443</u>.
- 5 Ontario Amended Act, s.17(6).
- <u>6</u> Ontario Amended Act, ss.17(8), 27.1(9).
- 7 Ontario Amended Act, s.27.1(11).
- Saskatchewan Act, s. 22(1)(b); Ontario Act, s. 17; B.C. Act, s. 19; Quebec Art. 579; Manitoba Act, s. 19(3); Alberta Act, s. 20; New Brunswick Act, s. 21(6)(b); Nova Scotia Act, s. 22(3); Federal Court Rules, R. 334.32(3). See Chadha v. Bayer Inc. (1999), 45 O.R. (3d) 29 (S.C.J.) (certification), leave to appeal to Div. Ct. granted 45 O.R. (3d) 478; (1999), 43 C.P.C. (4th) 91 (Ont. S.C.J.) (notice).
- <u>Lockyer-Kash v British Columbia (Workers' Compensation Board), 2014</u>
 <u>BCSC 1443, para. 86</u>; rev'd on other grounds <u>2015 BCCA 70</u>.
- Saskatchewan Act, s. 21(4); Newfoundland Act, s. 19(4); Ontario Act, s.
 17(4); B.C. Act, s. 19(4); Manitoba Act, s. 19(4); Alberta Act, s. 20(4); New Brunswick Act, s. 21(4); Nova Scotia Act, s. 22(4); Federal Court Rules. R.
 334.32(4).
- 11The Barreau du Québec has published a "Guide to Notices to Class
Members", available at
https://www.barreau.qc.ca/pdf/publications/guide-notices-members-
class-actions.pdf.
- <u>12</u> <u>Hoy v. Medtronic, Inc., 2002 BCSC 96</u>.
- 13Hoy v. Medtronic, Inc., [2002] B.C.J. 2517. Similarly, see Dorval c.Industrielle Alliance assurances et services financiers inc., 2018 QCCS3306 where class counsel sought an order allowing them to give notice

to a segment of the class to let them know that the expert reports obtained suggested that they might not be eligible for certain damages. The court declined to make the order, suggesting that this issue could be addressed after the merits were considered.

- 14Boulanger v. Johnson & Johnson Corp., [2007] O.J. 2766 (S.C.J.); Ring v.
Canada (Attorney General), 2008 NLTD 168; Kirk v. Executive Flight
Centre Fuel Services Ltd., 2018 BCSC 1742.
- <u>15</u> Logan v. Dermatech, Intradermal Distribution Inc., 2013 BCCA 249.
- <u>16</u> <u>Quenneville v. Robert Bosch GmbH, 2018 ONSC 6687</u>.
- <u>17</u> <u>Rizzi v. Handa, 2019 ONSC 1802</u>.
- <u>18</u> Thibault v. St Jude Medical Inc., 2006 QCCS 2025.
- <u>19</u> Vaughan v. New York Life Insurance Co. (unreported, October 14, 2003, Court File No. 500-06-000114-005, Que. S.C.).
- 20 Option Consommateurs v. Banque de Montréal, 2008 QCCS 6432. See also, <u>Toure v. Brault, 2014 QCCS 2609</u>, where the Court held that creating a special website was not necessary, and that posting notice to class counsel's website was sufficient. See also Bartram v. GlaxoSmithKline Inc., 2015 BCSC 315, 2016 BCSC 1409 (jury notice), where the court declined to require that a pharmaceutical manufacturer place the class notice on their website where the drug was still being marketed.
- 21Louisméus c. Compagnie d'assurance-vie Manufacturers (Financiàre
Manuvie), 2018 QCCA 610.

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