

FEDERAL COURT
CLASS PROCEEDING

BETWEEN:

CHERYL TILLER, MARY-ELLEN COPLAND AND DAYNA ROACH

Plaintiffs/Applicants

AND

HER MAJESTY THE QUEEN

Defendants/Respondents

Brought pursuant to the *Federal Courts Rules*, SOR/98-106

MOTION RECORD OF THE REPRESENTATIVE PLAINTIFFS

**Counsel for the Applicant, Cheryl Tiller
and Mary-Ellen Copland**

Klein Lawyers LLP
Barristers and Solicitors
400-1385 West 8th Avenue
Vancouver, BC V6H 3V9
Tel: 604-874-7171/Fax: 604-874-7180
Attn: Nicola Hartigan

**Counsel for the Applicant,
Dayna Roach**

Higgerty Law
Main Floor, Millennium Tower
101-440 2nd Avenue, SW
Calgary, AB T2P 5E9
Tel: 403-503-8888/ Fax: 587-316-2260
Attn: Jill Taylor

TO: Counsel for the Respondent, Her Majesty the Queen

Department of Justice Canada
900 – 840 Howe Street
Vancouver, BC V6Z 2S9
Tel: 604-666-0096
Fax: 604-666-2710

Attn : Donnaree Nygard, Jennifer Chow, QC, Mara Tessier

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TABLE OF CONTENTS

TAB	DOCUMENT	PAGE
1.	Notice of Motion	3
	A: Schedule A – Draft Protocol	6
2.	Affidavit of G. Whitney Santos sworn June 23, 2021	7
	<u>Exhibits</u>	
	A. RCMP Commissioner Lucki, Announcement of Tiller Settlement	15
	B. Court Approved Notice of Settlement	17
	C. RCMP Commissioner Paulson, apology	20
	D. Responses from denied claimants	24
	E. RCMP webpage, Auxiliary Constables	30
	F. Certificate of Service	33
	G. Claim Form	35
	H. FAQ question #51	71

3.	Affidavit of Connie Luong, sworn December 18, 2020	74
	<u>Exhibits</u>	
	A. Agreed Response to Assessors	78
	B. Merlo Davidson Court Order	82
4.	Written Representations	86
5.	Settlement Approval Order dated March 10, 2020	100

Court File No: T-1673-17

FEDERAL COURT

CLASS PROCEEDING

Between

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

Plaintiffs

and

HER MAJESTY THE QUEEN

Defendant

Brought pursuant to the *Federal Courts Rules*, SOR/98-106

NOTICE OF MOTION
(Motion to be heard in writing)

TAKE NOTICE THAT the representative plaintiffs will make a motion to the Court, in writing, pursuant to Rule 369 of the *Federal Courts Rules*, SOR/98-106.

THE REPRESENTATIVE PLAINTIFFS SEEK THE FOLLOWING ORDERS:

1. approval of a protocol for claims made by Auxiliary Constables substantially in the form attached as Schedule “A”.
2. no costs are payable on this motion; and
3. such further and other relief as counsel may advise and this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

4. The Representative Plaintiffs rely on the facts set out in the affidavit of G. Whitney Santos sworn on June 23, 2021, the Affidavit of Connie Luong sworn on December 18, 2020, and paragraph 27 of the Order of this Honourable Court dated March 10, 2020 (the "Approval Order") which states:

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.

THE FOLLOWING DOCUMENTARY EVIDENCE is relied on:

1. the affidavit of G. Whitney Santos sworn on June 23, 2021;
2. the affidavit of Connie Luong sworn, December 18, 2020;
3. the pleadings and affidavits previously filed in this action; and
4. such other materials as counsel may advise and this Honourable Court may permit.

Date: June 23, 2021



Counsel for the Representative
Plaintiffs

Nicola Hartigan
KLEIN LAWYERS LLP
 1385 West 8th Avenue, Suite 400
 Vancouver, BC V6H 3V9
 Phone: 604.874.7171/ Fax 604.874.7171
 Counsel for Cheryl Tiller and Mary-Ellen
 Copland

Jill Taylor
HIGGERTY LAW
 Main Floor, Millennium Tower
 101 – 440 2nd Avenue SW
 Calgary, AB T2P 5E9
 Phone: 403.503.8888/ Fax: 587.316.2260
 Counsel for Dayna Roach

TO: Counsel for the Defendant, Her Majesty
the Queen

Donnaree Nygard
Mara Tessier
Jennifer Chow, QC

DEPARTMENT OF JUSTICE CANADA

British Columbia Regional Office

900 – 840 Howe Street

Vancouver, BC V6Z 2S9

Phone: 604.666.2054

Fax: 604.666.2639

SCHEDULE A

Court Approved Protocol Claims Made by Auxiliary Constables

- (1) Females or those who public identify as female who volunteered with the RCMP during the Class Period shall be included in the definition of Primary Class Member, irrespective of simultaneously being classified as an Auxiliary Constable, unless they have received prior compensation in the Merlo-Davidson Settlement.
- (2) Confirmation that a Claimant has not been compensated in the Merlo-Davidson Settlement may be determined by review of the list of names of individuals who received compensation in the Merlo-Davidson settlement provided that the claimant has consented to this investigation.
- (3) If a claim was denied by the Office of the Assessors as a result of being an Auxiliary Constable and thus a Primary Class Member in the Merlo-Davidson Settlement, the Assessor shall re-open and process the claim de novo in accordance with the terms of the Settlement.
- (4) Either Party may provide notice of the protocol, at their own expense.
- (5) New claims submitted by individual described in (1) above shall be accepted under this Protocol by the Administrator until the later of August 15, 2021 or 45 days after the Protocol is approved. Relevant supporting documents will be provided at the same time as the claim is submitted or within 30 days of the submission of the claim form, unless the Assessor agrees to extend the deadline up to 60 days.

Court File No. T-1673-17

FEDERAL COURT
CLASS PROCEEDING

Between:

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

Plaintiffs

and:

HER MAJESTY THE QUEEN

Defendant

Brought pursuant to the *Federal Courts Rules*, SOR/98-106

AFFIDAVIT OF G. WHITNEY SANTOS

I, G. Whitney Santos, of 400-1385 West 8th Avenue, Vancouver, in the Province of British Columbia, MAKE OATH AND SAY THAT:

1. I am a paralegal at the law firm Klein Lawyers LLP, Class Counsel in this action. As such, I have personal knowledge of the facts and matters deposed to in this affidavit. Where facts are not within my personal knowledge, I have stated the source of that information and I believe those facts to be true.

Tiller Class Action Settlement

2. This proceeding is a settled class action. 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 asserted against the Defendant, (the "Settlement"). On

March 10, 2020, the Honourable Mr. Justice Phelan, approved the Settlement (“Approval Order”).

3. Attached as **Exhibit “A”** is the text of the “Announcement of settlement in the Tiller et al. class action lawsuit” by RCMP Commissioner Brenda Lucki, which is published on the RCMP website. On June 22, 2021, I accessed the RCMP webpage <https://www.rcmp-grc.gc.ca/en/news/2019/announcement-settlement-the-tiller-et-al-class-action-lawsuit> and read the statement. The content of Commissioner Lucki’s statement is:

I am pleased to announce today that a settlement has been reached between the Royal Canadian Mounted Police and the plaintiffs in a class action lawsuit filed on behalf of women who experienced harassment or discrimination while working with the RCMP. While the women were not RCMP employees, they worked with us on our premises and had every right to feel safe and be treated with respect and dignity.

The details of the settlement are available at: <http://www.rcmpsettlement.ca/>.

As an organization, we are accountable for our actions and continue to expand on the measures we've put in place to address conflict and inappropriate behavior in the workplace. We've set up a centralized office to coordinate harassment complaints, and continue to encourage anyone who feels they are a victim of inappropriate behavior to report it. We have new permanent resources in place to advance gender equity, diversity and inclusion in the RCMP, including a new position on our Senior Executive Committee. The creation of a civilian Interim Management Advisory Board will also help lead the RCMP through a transformation of its culture and management practices.

Harassment and discrimination do not have a place in our organization. On behalf of the RCMP, I would like to thank the representative plaintiffs, Cheryl Tiller, Mary Ellen Copland and Dayna Roach for their courage in coming forward. I deeply regret that these women were subject to inappropriate behavior in our workplace, and apologize for the pain caused to them and their families.

As we look to the future, we're determined to continue to bring about positive change to our RCMP. My vision for the RCMP is to ensure we are fully trusted by the communities we serve, and admired for the way we treat people. This agreement is a further commitment from the RCMP to make right what we can, be the organization we need to be for our employees and Canadians.

4. Attached as **Exhibit “B”** is a copy of the court approved Notice of Settlement which is attached as Schedule A -Appendix 2 at page 39 of the Approval Order.

Merlo-Davidson Class Action Settlement

5. I am also aware of an earlier class action settlement, the Merlo-Davidson settlement, that was reached with the RCMP in the action *Merlo and Davidson v. Her Majesty the Queen*, Federal Court Action Number T-1685-16 as my firm was Class Counsel in this action. The settlement was approved by the Honourable Madam Justice McDonald of the Federal Court on May 30, 2017 in her decision in *Merlo v. Canada*, 2017 FC 533.

6. On October 6, 2016 (and prior to court approval of the Merlo-Davidson settlement) I recall that the RCMP Commissioner, Bob Paulson, publicly apologized on behalf of the RCMP to all women who had been impacted by sexual and gender-based harassment and discrimination in the workplace. During this apology he also announced that a settlement had been reached to compensate these women. Attached as **Exhibit “C”** is the full text of the “Statement of Apology to Women in the RCMP and Announcement of Settlement.” I located a copy of this apology at Appendix 2 in the report, “Broken Dreams, Broken Lives,” prepared by the independent assessor, former Supreme Court of Canada Justice Michel Bastarache. In this announcement and apology, Commissioner Paulson states, in part:

The impact this has had on those who have experienced this shameful conduct cannot – must not – be solely understood as an adverse workplace condition for which they must be compensated. For many of our women this harassment has hurt them mentally and physically. It has destroyed relationships and marriages, and even whole families have suffered as a result. Their very lives have been affected.

Harassment and the lack of effective systems and processes to have prevented it and eliminated it from our workplace is absolutely at odds with what the RCMP is supposed to be. It is at odds with what we all need the RCMP to be. [...]

Indeed to all the women who have been impacted by the Force’s failure to have protected your experience at work, and on behalf of every leader, supervisor or manager, every Commissioner: I stand humbly before you and solemnly offer our sincere apology. [...]

The announcement that brings us all here today is another huge step in the ongoing work which is the cultural transformation of the RCMP. Today, we’ve jointly filed a settlement agreement in two class action law suits on behalf of female current and former regular, civilian and public service employees...

Status of the Tiller Settlement

7. Claims Processing in the Tiller Settlement is underway. The start date of the Claims Period was July 16, 2020, and the Claim Deadline was January 12, 2021. There were two exceptions to the Claims Deadline permitting claims to be filed after January 12, 2021. First, under the Settlement at Article 7.05(2), within 100 days of the Claim Deadline, a Claimant could apply to the Assessors for an extension due to extenuating circumstances. The last date for Claimants to apply under that provision was April 22, 2021. Second, if a Claimant met the Deemed Exceptional Circumstances as set out in the order of this Court dated January 6, 2021, a claim would be accepted up to April 22, 2021. All deadlines for submitting a Claim in this process have now passed.

8. According to the Administrator's website (<https://www.classaction.deloitte.ca/en-ca/Pages/RCMPSettlement.aspx>), as of June 11, 2021, the Administrator had received 605 claims and 239 decisions had been rendered. There is no information on the number of claims that have been denied.

9. Class Counsel has been informed by the Office of the Assessor that out of the decisions rendered up to June 15, 2021, there are seven claimants who submitted a claim in the Tiller Class Action Settlement who were denied on the basis that the claimant was determined to be a Primary Class Member in the Merlo-Davidson settlement, and specifically an Auxiliary Constable. One additional claim was also impacted, meaning that parts of the claim were ineligible for that reason.

Feedback from Denied Claimants

10. Following the implementation date in this Class Action, Class Counsel became aware of an issue related to women who were both, "volunteers" and "Auxiliary Constables". I have learned that these terms are often used interchangeably. The issue is that "volunteer" is a classification under the definition of Primary Class Member in the Tiller Settlement and Auxiliary Constable was included as part of the "Regular Member" category in the Primary Class definition in the related Merlo-Davidson settlement even though Auxiliary Constables are not Regular Members.

11. In my role as paralegal in the class action department, I have been extensively involved in both the Merlo-Davidson and Tiller class action settlements. I have spoken with women who are Auxiliary Constables but consider themselves “volunteers” under the Tiller Settlement. They were unaware that they needed to read the definition of Primary Class Member in the Merlo-Davidson settlement documents to determine if they were eligible to file a claim under the Tiller Class Action. As a result, their claim under the Tiller Class Action has been denied. The process to file a claim under these settlements is a lengthy and emotional in which the class members are asked to revisit trauma they experienced while working in the RCMP. To be denied after what is sometimes months of work, is devastating.

12. Class Counsel asked for feedback from women who were volunteers and although they realized that they were also classified as Auxiliary Constables, they had not understood they were excluded from the Tiller Settlement because of a definition in another class action. Class Counsel at Higgerty Law sent the following questions by email to women who had previously contacted them regarding the denial of their claim in the Settlement:

- (1) Did you apply to the Merlo Class Action? If yes, what was the result of your application?
- (2) Did you apply to the Tiller Class Action? If yes, what was the result of your application?
- (3) Did you receive written notice of the Merlo Class action from the RCMP or anyone else? If yes, do you have copies? If you do not have copies, please provide what you can recall about the notice.
- (4) Did you receive written notice of the Tiller Class action from the RCMP or anyone else? If yes, do you have copies? If you do not have copies, please provide what you can recall about the notice.
- (5) How did you learn about the Tiller Class Action and/or the Merlo Class Action?
- (6) When you were at the RCMP what were you referred to as? A volunteer? An auxiliary constable? Both a volunteer and an auxiliary constable?
- (7) When and how did you learn that you were eligible for either Tiller or Merlo (or both)?
- (8) Were you referred to Class Counsel for legal advice by the Office of the Assessor from the Tiller Settlement?
- (9) Please feel free to provide any further comments about the classification of volunteer in the Tiller Class Action and the Auxiliary Constable in the Merlo Class Action below.

13. Attached as **Exhibit “D”** is a summary of the responses received by email. I reviewed the original emails received in response and confirm that the questions and answers summarized in the exhibit are identical to what was received in the emails. The name of the claimant has been removed to protect the confidentiality inherent in this class action. In two cases, information has been removed because it is legal advice. These responses are consistent with what I have heard from women with whom I have corresponded directly with.

14. Two of the respondents refer to the RCMP website to demonstrate that Auxiliary Constables are described as volunteers. I have reviewed the following page on the RCMP website at <https://www.rcmp-grc.gc.ca/en/auxiliary-program> and attached a printout of the webpage at **Exhibit “E”** which states:

Auxiliaries give their time to help keep our communities safe, and the RCMP values these volunteers greatly and considers them a vital part of the organization.

Who can join?

Auxiliaries are unarmed, specially trained volunteers. They must be at least 19 years of age, and willing to commit to the program for a minimum of two years. [Emphasis added].

15. Attached as **Exhibit “F”** is a Certificate of Service that was sent to Class Counsel from one of the denied claimants demonstrating that she was referred to as a “volunteer in the Auxiliary Constable Program”. Her name and the date of her service has been removed to protect her identity.

Documents available to potential claimants

16. To better understand the confusion experienced, I reviewed documents related to the Settlement from what I understood to be the perspective the women I had spoken with. First, I reviewed the claim form which is Appendix B of the Settlement. I note that the claim form does not provide a list of classifications that are excluded on the basis that they were defined under Primary Class Member in Merlo. Instead, in two locations claimants are asked to select a

classification or confirm a classification listed therein. Volunteer is included at both locations. Attached as **Exhibit “G”** is a copy of the claim form (see sections A, p.9 and Claimant Eligibility p. 12).

17. I also reviewed the Settlement from what I understand to be the perspective of the women I have communicated with. I note that a potential claimant would need to read the Merlo-Davidson Agreement in order to determine that a volunteer who is also an Auxiliary Constable would not meet the definition under the Primary Class Member in Tiller. Based on what I have learned from women who have been impacted, they did not reference the Merlo Class Action documents.

18. I reviewed the Notice which was published for potential claimants which includes the Tiller class definition but does not state that auxiliary members are excluded. Attached as **Exhibit “B”** is the approved Notice.

19. I reviewed the FAQ section of the Administrator RCMP Class Action website: <https://www.classaction.deloitte.ca/ena/Documents/RCMPSettlement/RCMP%20FAQ.pdf>. There are no questions or answers explicitly stating that Auxiliary Constables are not volunteers for the purpose of the Settlement. I have been informed by Nicola Hartigan, Class Counsel, that a recent change has been made to the FAQ to include question #51 to clarify the reasons for denial of claims due to being a Primary Class Member in the Merlo-Davidson settlement. Ms. Hartigan informed me that the request to add this new question and answer was made by the Office of the Assessors and was first outlined to the parties in an email circulated by the Administrator on June 3, 2021. Attached as **Exhibit “H”** is a copy of question and answer #51. Prior to adding this new question, the Merlo-Davidson Primary Class Definition was not included in the FAQs for claimants to review.


20. In both the Tiller and Merlo-Davidson Class Actions notice was to be provided to potential claimants by the RCMP. In Merlo-Davidson, I understand that letters were sent to Regular Members and that information was posted in various locations and published in the news. Of the women who have provided feedback in writing, none received notice of the

Merlo-Davidson settlement. This is true for the women I spoke with; they did not receive notice of the Merlo-Davidson settlement and were not aware that they qualified for it.

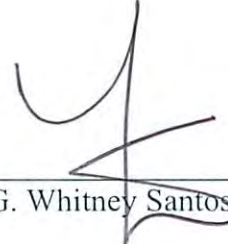
21. I have read the report of Mr. Justice Bastarache, "Broken Dreams, Broken Lives" related to the Merlo-Davidson settlement and have not found any information about the number of Auxiliary Constables who may have applied to the Merlo-Davidson settlement. They may have been included under the heading of "Regular Member" in his report but there is no breakdown of the types of claims submitted under the Regular Member category.

22. I make this affidavit in support of the application to have a Protocol approved for volunteer/Auxiliary Constables as set out in the Notice of Motion filed by the Representative Plaintiffs in this matter.

SWORN BEFORE ME in the
City of Vancouver, in the
Province of British Columbia
This 23rd day of June, 2021.

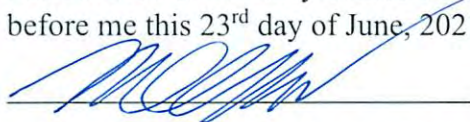

A Commissioner for Taking Affidavits
In the Province of British Columbia

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G. Whitney Santos

MATTHEW T. CLEARY
Barrister & Solicitor
400-1385 West 8th Avenue
Vancouver, BC V6H 3V9

This is **Exhibit "A"** referred to in the
Affidavit of G. Whitney Santos sworn
before me this 23rd day of June, 2021

A handwritten signature in blue ink, appearing to be 'M. Santos', is written over a horizontal line.

A Commissioner for taking Affidavits
in the Province of British Columbia

Announcement of settlement in the Tiller et al. class action lawsuit

📅 July 8, 2019

Statement

📍 Ottawa, Ontario

I am pleased to announce today that a settlement has been reached between the Royal Canadian Mounted Police and the plaintiffs in a class action lawsuit filed on behalf of women who experienced harassment or discrimination while working with the RCMP. While the women were not RCMP employees, they worked with us on our premises and had every right to feel safe and be treated with respect and dignity.

The details of the settlement are available at: <http://www.rcmpsettlement.ca/> (<http://www.rcmpsettlement.ca/>).

As an organization, we are accountable for our actions and continue to expand on the measures we've put in place to address conflict and inappropriate behavior in the workplace. We've set up a centralized office to coordinate harassment complaints, and continue to encourage anyone who feels they are a victim of inappropriate behavior to report it. We have new permanent resources in place to advance gender equity, diversity and inclusion in the RCMP, including a new position on our Senior Executive Committee. The creation of a civilian Interim Management Advisory Board will also help lead the RCMP through a transformation of its culture and management practices.

Harassment and discrimination do not have a place in our organization. On behalf of the RCMP, I would like to thank the representative plaintiffs, Cheryl Tiller, Mary Ellen Copland and Dayna Roach for their courage in coming forward. I deeply regret that these women were subject to inappropriate behavior in our workplace, and apologize for the pain caused to them and their families.

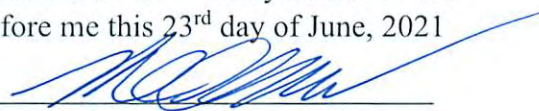
As we look to the future, we're determined to continue to bring about positive change to our RCMP. My vision for the RCMP is to ensure we are fully trusted by the communities we serve, and admired for the way we treat people. This agreement is a further commitment from the RCMP to make right what we can, be the organization we need to be for our employees and Canadians.

Brenda Lucki
Commissioner

–30–

Date modified:
2019-07-08

This is **Exhibit "B"** referred to in the
Affidavit of G. Whitney Santos sworn
before me this 23rd day of June, 2021

A handwritten signature in blue ink, appearing to be "M. Santos", written over a horizontal line.

A Commissioner for taking Affidavits
in the Province of British Columbia

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?

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:

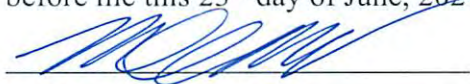
Claim Forms can be completed electronically on the Administrator's website, *****.

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

This is **Exhibit "C"** referred to in the
Affidavit of G. Whitney Santos sworn
before me this 23rd day of June, 2021

A handwritten signature in blue ink, consisting of stylized, overlapping loops and strokes, positioned above a horizontal line.

A Commissioner for taking Affidavits
in the Province of British Columbia

APPENDIX 2

STATEMENT OF APOLOGY TO WOMEN IN THE RCMP AND ANNOUNCEMENT OF SETTLEMENT

REGULAR MEMBERS, CIVILIAN MEMBERS AND PUBLIC SERVICE EMPLOYEES WHO EXPERIENCED GENDER AND SEXUAL ORIENTATION-BASED DISCRIMINATION, BULLYING AND HARASSMENT IN THE RCMP

Good morning.

Forty-two years ago, almost to the day, women joined the RCMP as full-fledged police officers for the very first time. It was an historic moment for a national police force whose history is so rich and so intertwined with this incredible country.

The new recruits were very publicly sworn-in by the highest ranking officers in an effort to demonstrate that these pioneering and courageous women would be supported and helped into what would be a very challenging role.

Throughout my thirty-one years of policing, I have found that people seek out and join the RCMP as police officers, civilian members, and public servants, because fundamentally it is noble work in the service of Canadians. People come to work here – to play a role – a key and unique role – in keeping Canada and Canadians safe and secure.

The RCMP has always sought to fulfill its mandate...perform our duties without fear, favour or affection. There is honour in that, and that attracts the best people from across the varied and diverse population, which is Canada.

If you've ever been to Depot, you'll know the tremendous pride, hope and excitement in the cadets who graduate in their Stetsons, high browns and red serge as they head off to every corner of this country to their new duties...without fear, favour or affection. The last thing, the very last thing, any of them would ever expect from this honourable Canadian institution is that their ability to contribute to our crucial mission would be constrained, impeded, defined or even affected by their gender.

No, they rightfully and quite reasonably expect to be developed, supported, encouraged, enabled and protected as they are deployed to the dangerous and challenging work that is policing. They expect to be treated and judged on their dedication, courage, competence and performance.

This has not been the experience for many of the women who have come to the RCMP since that hopeful day forty-two years ago. Instead of succeeding and thriving in a supportive and inclusive workplace, many women have suffered careers scarred by gender and sexual discrimination, bullying and harassment.

Some of these women left the RCMP, heartbroken, disillusioned and angry. Others stayed and were forced to find ways to cope with this inexcusable condition since they did not see an organization that was willing to change.

APPENDIX 2

Still others courageously tried to make themselves heard by management only to find they were denied movement and opportunity or judged adversely and punished within the RCMP for their efforts.

The impact this has had on those who have experienced this shameful conduct cannot – must not – be solely understood as an adverse workplace condition for which they must be compensated. For many of our women this harassment has hurt them mentally and physically. It has destroyed relationships and marriages, and even whole families have suffered as a result. Their very lives have been affected.

Harassment and the lack of effective systems and processes to have prevented it and eliminated it from our workplace is absolutely at odds with what the RCMP is supposed to be. It is at odds with what we all need the RCMP to be.

To the representative plaintiffs here today: Janet Merlo who has so courageously taken the lead to represent so many women who have been adversely affected and to Linda Davidson and all the women you represent:

Indeed to all the women who have been impacted by the Force's failure to have protected your experience at work, and on behalf of every leader, supervisor or manager, every Commissioner: I stand humbly before you and solemnly offer our sincere apology.

You came to the RCMP wanting to personally contribute to your community and we failed you. We hurt you. For that, I am truly sorry. You can now take some comfort in knowing that you have made a difference. Because of you, your courage and your refusal to be silenced, the RCMP will never be the same.

I must also apologize to all Canadians. I know how disappointed you've been with the Force as you heard some of these very public and shameful examples of disgraceful conduct within our ranks.

Since being appointed Commissioner, indeed as I became Commissioner, as I stood in the foyer of our Parliament to be announced and introduced, I was enveloped in the swirl of outrage over some, then, very public failures to have protected our employees and to have eliminated the behaviours which were giving rise to the deep disappointment Canadians were registering with the Force. I remember clinging to my firm belief that improved leadership and enhanced accountability were central pillars to what had to be significant change in the Force.

The announcement that brings us all here today is another huge step in the ongoing work which is the cultural transformation of the RCMP. Today, we've jointly filed a settlement agreement in two class action law suits on behalf of female current and former regular, civilian and public service employees. This settlement, which is still subject to approval by the Federal Court, broadly sets out two main elements:

Firstly, continued organizational change elements, which include new initiatives and a commitment to forge ahead with those we have already started; and, secondly, an independent claims process and compensation scheme for all the women who experienced gender and sexual orientation-based discrimination, bullying and harassment in the RCMP from September 16, 1974 to the date the agreement receives court approval.

The claims and compensation will be managed independently by Justice Bastarache and his team. I know I can speak on behalf of the plaintiffs and the RCMP to say how grateful and fortunate we are to have secured his help.

As I've indicated the agreement must be approved by the court and so it would be premature to discuss the terms of the agreement in any detail.

APPENDIX 2

Permit me to take a moment, however, to thank those who have worked so tirelessly for so long to get us to this point: Of course the plaintiffs Janet Merlo and Linda Davidson and all the women you represent. Counsel for the plaintiffs David Klein, Won Kim and Sandy Zaitzeff. Our litigators from the Department of Justice, Mitch Taylor in Vancouver and Gina Scarcella in Toronto. Lillian Longo from RCMP Legal Services and all of the people from the RCMP and the various government departments who have helped us bring this agreement together.

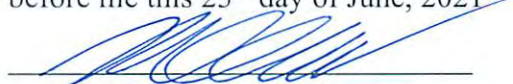
Ministers Goodale and Mihychuk, thank you and thanks to the Government of Canada for the forbearance, confidence and support in helping make this right for so many people who have served in the RCMP. This agreement is a further commitment from the RCMP to keep building on its efforts to eliminate gender discrimination and harassment.

The harassment problem in the RCMP was enabled by an organizational culture that developed over time in isolation from the values of the communities we serve. Effective accountability and enlightened leadership have been instrumental in bringing us back alongside with modernity.

This agreement demonstrates an RCMP that is accountable to its employees and its citizens. The terms of this agreement will require enlightened leaders at all levels of this organization to make good on our promise of culturally transforming the RCMP so that every employee of this great Force can contribute fairly, equitably and safely to our mission of keeping Canadians and Canada safe and secure.

Bob Paulson

This is **Exhibit "D"** referred to in the
Affidavit of G. Whitney Santos sworn
before me this 23rd day of June, 2021

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke, positioned above a solid horizontal line.

A Commissioner for taking Affidavits
in the Province of British Columbia

CLAIMANT FEEDBACK RECEIVED BY CLASS COUNSEL BY EMAIL

1. CLAIMANT CG

1. Did you apply to the Merlo Class Action? If yes, what was the result of your application?

- No.

2. Did you apply to the Tiller Class Action? If yes, what was the result of your application?

- Yes. My application was denied. I received a letter stating the following, "Specifically, your claim was determined to be ineligible for the following reason: You are not a member of the Primary Class under the terms of the Settlement Agreement, and specifically, are excluded as a primary class member in Merlo and Davidson v. Her Majesty the Queen, Federal Court Action Number T-1685-16." Upon calling the office of the Assessors for clarification, I was advised my application was denied because I was an Auxiliary Constable when the incident occurred.

3. Did you receive written notice of the Merlo Class action from the RCMP or anyone else? If yes, do you have copies? If you do not have copies, please provide what you can recall about the notice.

- No.

4. Did you receive written notice of the Tiller Class action from the RCMP or anyone else? If yes, do you have copies? If you do not have copies, please provide what you can recall about the notice.

- No.

5. How did you learn about the Tiller Class Action and/or the Merlo Class Action?

- I recall a piece of paper that was stapled to the wall in my Detachment. At the time I was very junior in service and I did not know what it was in detail, only that other Police Officers in the office would make comments and jokes saying it was a lawsuit for women who were complaining about being harassed and just wanted money. I know now it is referred to as the Merlo Class Action.

- My Corporal had told me about the Tiller Class Action.

6. When you were at the RCMP what were you referred to as? A volunteer? An auxiliary constable? Both a volunteer and an auxiliary constable?

- While I was an Auxiliary Constable I was referred to as both a volunteer and an Auxiliary Constable.

7. When and how did you learn that you were eligible for either Tiller or Merlo (or both?)

- In August of 2020 my Corporal had told me about the Tiller Class Action. I read through who and why someone would qualify and I believed because I was sexually assaulted by a male RCMP officer while I was a Volunteer Auxiliary Constable that I was eligible.

8. Were you referred to Class Counsel for legal advice by the Office of the Assessor from the Tiller Settlement?

- No.

9. Please feel free to provide any further comments about the classification of volunteer in the Tiller Class Action and the Auxiliary Constable in the Merlo Class Action below.

- An Auxiliary Constable is a Volunteer and one should not be denied the Tiller Class Action just because they were a Class Member in the Merlo Class Action. Specifically, if one did not apply for the Merlo Class Action as there can be many reasons why someone wouldn't have. The official RCMP website (www.rcmp-grc.gc.ca) notes the following regarding the Auxiliary Program:

What is it?

The Auxiliary Program was introduced in 1963 to enhance community policing and crime prevention initiatives. Auxiliaries give their time to help keep our communities safe, and the RCMP values these volunteers greatly and considers them a vital part of the organization.

Who can join?

Auxiliaries are unarmed, specially trained volunteers. They must be at least 19 years of age, and willing to commit to the program for a minimum of two years.

2. CLAIMANT DD

1. Did you apply to the Merlo Class Action? If yes, what was the result of your application?

- No, I did not apply to the Merlo Class Action as I was not aware of this Class Action until after it was closed.

2. Did you apply to the Tiller Class Action? If yes, what was the result of your application?

-I did apply to the Tiller Class Action. I received a denial letter that stated that due to Auxiliary Constables being an eligible Member in the Marlo Class action they were not eligible in the Tiller Class Action.

3. Did you receive written notice of the Merlo Class action from the RCMP or anyone else? If yes, do you have copies? If you do not have copies, please provide what you can recall about the notice.

- I never received written notice of the Merlo Class action from the RCMP or anywhere else. I did not know the Marlo Class action was active until it was closed to applicants and I was under the

impression that it was for paid RCMP Federal Employees such as a Civilian Members, Police Officers and such.

- 4. Did you receive written notice of the Tiller Class action from the RCMP or anyone else? If yes, do you have copies? If you do not have copies, please provide what you can recall about the notice.**

- I did not receive written notice of the Tiller Class action from the RCMP.

- 5. How did you learn about the Tiller Class Action and/or the Merlo Class Action?**

- I was advised of this class action from a friend who was a municipal employee, who also submitted a claim with the Tiller Class action.

- 6. When you were at the RCMP what were you referred to as? A volunteer? An auxiliary constable? Both a volunteer and an auxiliary constable?**

- When I was with the RCMP I was a volunteer. My title was Auxiliary Constable however It was made very clear in Policy as well as within the community of the RCMP that it was a completely volunteer position and I was never compensated in any monetary fashion. All of my hours as an Auxiliary Constable were on my free time and I still held a full-time paid position with another job. If you look at the Auxiliary Program page on the RCMP website it states specifically, "Auxiliaries give their time to help keep our communities safe, and the RCMP values these VOLUNTEERS greatly".

- 7. When and how did you learn that you were eligible for either Tiller or Merlo (or both?)**

- I was advised that I was eligible for the Tiller Class action when I contacted XXXXX (*Answer Redacted Solicitor and Client Confidentiality*)

- 8. Were you referred to Class Counsel for legal advice by the Office of the Assessor from the Tiller Settlement?**

- When I received my denial from for the Tiller Class action, I immediately contacted the Office of the Assessor to get more information. I was then provided with the contact phone number for the Assessor that was assigned. I called and spoke to that person and was advised to reach out the Legal Firms that were lead Council. I was advised several times along the way communicating with several people from the Assessor office that it was not fair that Auxiliaries were not being included into the Tiller Settlement.

- 9. Please feel free to provide any further comments about the classification of volunteer in the Tiller Class Action and the Auxiliary Constable in the Merlo Class Action below.**

- I strongly feel that Auxiliary Constables should be included in the Tiller Class action as it reads out clearly on eligible members and states VOLUNTEERS. If you go to the RCMP website and search Auxiliary Program it states volunteer all over the pages. I can see if someone was trying to submit claims for both Merlo and Tiller settlements under the Auxiliary Classification but for myself I never submitted for Merlo as I did not the settlement existed and I would have not applied for Merlo as I thought that for that settlement you needed to be a paid RCMP employee

3. CLAIMANT SF

1. Did you apply to the Merlo Class Action? If yes, what was the result of your application?

No I was not aware of that Class Action

2. Did you apply to the Tiller Class Action? If yes, what was the result of your application?

Yes I applied to Deloitte LLP and was denied, specifically for being a primary class member which I was not aware of.

3. Did you receive written notice of the Merlo Class action from the RCMP or anyone else? If yes, do you have copies? If you do not have copies, please provide what you can recall about the notice.

No I was not aware of this Class Action

4. Did you receive written notice of the Tiller Class action from the RCMP or anyone else? If yes, do you have copies? If you do not have copies, please provide what you can recall about the notice.

Yes I have a copy.

5. How did you learn about the Tiller Class Action and/or the Merlo Class Action?

On the news one day.

6. When you were at the RCMP what were you referred to as? A volunteer? An auxiliary constable? Both a volunteer and an auxiliary constable?

Both a volunteer and an auxiliary constable

7. When and how did you learn that you were eligible for either Tiller or Merlo (or both?)

I only learned I was eligible for the Merlo Class Action and not eligible for the Tiller when I contacted XXXXXXX (redacted – solicitor and client privilege) back approximately a year ago.

8. Were you referred to Class Counsel for legal advice by the Office of the Assessor from the Tiller Settlement?

No I was not that I recall.

9. Please feel free to provide any further comments about the classification of volunteer in the Tiller Class Action and the Auxiliary Constable in the Merlo Class Action below.

I was under the impression I was a volunteer only. I was never paid for my services. This is all very confusing. I believe we should have been contacted from the onset of this and we should have been able to submit our claims at the time. I have all of my commencement documents with the RCMP. I don't believe I was ever sworn in.

4. CLAIMANT LT

1. Did you apply to the Merlo Class Action? If yes, what was the result of your application? We were automatically included in the Merlo class action as AUX if we did not decline the initial letter that came to us. Nothing ever came of it.

2. Did you apply to the Tiller Class Action? If yes, what was the result of your application?
Yes, I did (that is this one right?). I had a face time call and meetings with Higgerty Law via phone, but I have not received any word on the case.

3. Did you receive written notice of the Merlo Class action from the RCMP or anyone else? If yes, do you have copies? If you do not have copies, please provide what you can recall about the notice.
I received an initial letter, but that was it.

4. Did you receive written notice of the Tiller Class action from the RCMP or anyone else? If yes, do you have copies? If you do not have copies, please provide what you can recall about the notice.
I was getting updates via email from Higgerty Law as my case was different as I was a PSE and an AUX.

5. How did you learn about the Tiller Class Action and/or the Merlo Class Action?
Through members and staff at the detachment.

6. When you were at the RCMP what were you referred to as? A volunteer? An auxiliary constable?
Both a volunteer and an auxiliary constable?
I held multiple roles. I was a causal PSE and an AUX CST.

7. When and how did you learn that you were eligible for either Tiller or Merlo (or both?)
Through members at the detachment that knew about my situation - It has been well over a year now.

8. Were you referred to Class Counsel for legal advice by the Office of the Assessor from the Tiller Settlement?
No, I was not.

9. Please feel free to provide any further comments about the classification of volunteer in the Tiller Class Action and the Auxiliary Constable in the Merlo Class Action below.

I am not just an AUX CST as I was also a paid PSE with the XXXXXXXX (*Redacted for confidentiality*) detachment. The claims I have made I have separated from when I was being paid at the detachment. This has been a very tough process for me as I feel I am not being heard as I had two roles in the detachment. The claims I have made about what happened to me happened while I was being paid to work in the detachment.

I am hoping this information helps as I would really like some answers. I know that the people will never be held accountable, but I would like to share my story in hopes it never happens to another woman.

This is **Exhibit "E"** referred to in the
Affidavit of G. Whitney Santos sworn
before me this 23rd day of June, 2021

A handwritten signature in blue ink, consisting of stylized, overlapping loops and strokes, positioned above a horizontal line.

A Commissioner for taking Affidavits
in the Province of British Columbia

Auxiliary Program

Learn more

[One House at a Time program helps victims of property crime feel safe again \(/en/gazette/house-a-time?gz\).](#)

[RCMP launches new Auxiliary program for volunteers \(/en/news/2018/rcmp-launches-new-auxiliary-program-volunteers\)](#)

What is it?

The Auxiliary Program was introduced in 1963 to enhance community policing and crime prevention initiatives. Auxiliaries give their time to help keep our communities safe, and the RCMP values these volunteers greatly and considers them a vital part of the organization.

Who can join?

Auxiliaries are unarmed, specially trained volunteers. They must be at least 19 years of age, and willing to commit to the program for a minimum of two years.

What's new?

The RCMP is implementing changes to the Program aimed at keeping our Auxiliaries safer. These changes include national training standards, a new, more identifiable uniform, and three different [Tiers of service \(/en/auxiliary-program-tiers\)](#) for provinces to choose from.

Activities:

These vary from province to province, but can include:

- Public safety education
- Crime prevention initiatives
- Assisting at major events
- Traffic control
- General duty operational patrols with Regular Members

For more qualification details and information on how to apply, please contact the Auxiliary Program in your province of residence.

- **Alberta**
RCMP.KCommunityPolicing-KPolicecommunautaire.GRC@rcmp-grc.gc.ca
 (mailto:RCMP.KCommunityPolicing-KPolicecommunautaire.GRC@rcmp-grc.gc.ca)
- **British Columbia**
EDIV_AUXCSTPROGRAM@rcmp-grc.gc.ca (mailto:EDIV_AUXCSTPROGRAM@rcmp-grc.gc.ca)
- **Manitoba**
RCMP.DAuxiliaryProgram-Dprogrammeauxiliaires.GRC@rcmp-grc.gc.ca
 (mailto:RCMP.DAuxiliaryProgram-Dprogrammeauxiliaires.GRC@rcmp-grc.gc.ca)
- **New Brunswick**
RCMP.jdivap-padivj.grc@rcmp-grc.gc.ca (mailto:RCMP.jdivap-padivj.grc@rcmp-grc.gc.ca)
- **Newfoundland**
RCMP.BDiv.auxprog-Programme_des_auxiliaires.GRC@rcmp-grc.gc.ca
 (mailto:RCMP.BDiv.auxprog-Programme_des_auxiliaires.GRC@rcmp-grc.gc.ca)
- **Northwest Territories**
RCMP.GAuxiliaryProgram-GProgrammeauxiliaire.GRC@rcmp-grc.gc.ca
 (mailto:RCMP.GAuxiliaryProgram-GProgrammeauxiliaire.GRC@rcmp-grc.gc.ca)
- **Nova Scotia**
HDIV_Auxiliary-Auxiliaires@rcmp-grc.gc.ca (mailto:HDIV_Auxiliary-Auxiliaires@rcmp-grc.gc.ca)
- **Saskatchewan**
RCMP.FAuxiliaryProgram-FProgrammeauxiliaire.GRC@rcmp-grc.gc.ca
 (mailto:RCMP.FAuxiliaryProgram-FProgrammeauxiliaire.GRC@rcmp-grc.gc.ca)
- **Prince Edward Island**
RCMP.LDIVAuxilliaryProgram-DivLProgrammeAuxiliaire.GRC@rcmp-grc.gc.ca
 (mailto:RCMP.LDIVAuxilliaryProgram-DivLProgrammeAuxiliaire.GRC@rcmp-grc.gc.ca)

Date modified:

2021-05-17

This is **Exhibit "F"** referred to in the
Affidavit of G. Whitney Santos sworn
before me this 23rd day of June, 2021

A handwritten signature in blue ink, consisting of stylized, overlapping loops and strokes, positioned above a horizontal line.

A Commissioner for taking Affidavits
in the Province of British Columbia



Certificate of Service

This Certificate is presented to



In recognition and appreciation for services provided to the Ministry of Public Safety and Solicitor General, the Royal Canadian Mounted Police and the citizens of British Columbia as a volunteer in the Auxiliary Constable Program.

March [redacted] to December [redacted]

Signed on behalf of the Province of
British Columbia

Clayton J. D. Pecknold
Assistant Deputy Minister
and Director of Police Services
Policing and Security Programs Branch

Signed on behalf of the Royal Canadian
Mounted Police for British Columbia

Craig J. Callens, Assistant Commissioner
Acting Commanding Officer, "E" Division



This is **Exhibit "G"** referred to in the
Affidavit of G. Whitney Santos sworn
before me this 23rd day of June, 2021

A handwritten signature in blue ink, consisting of stylized, overlapping loops and strokes, positioned above a horizontal line.

A Commissioner for taking Affidavits
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TILLER | COPLAND | ROACH SETTLEMENT

RCMP Class Action Settlement

CLAIM FORM

TABLE OF CONTENTS

I	NOTE TO CLAIMANTS	2
II	INSTRUCTIONS	5
III	TIMELINE	7
IV	CLAIM FORM	9
	Section A Personal information	9
	Section B Information related to harassment	13
	Section C Treatment	19
	Section D Other information about you	21
	Section E Your education and work history	23
	Section F Effects of gender or sexual orientation based or sexual orientation harassment on your employment and career	25
	DECLARATION	30
	AUTHORIZATION AND DIRECTION TO RELEASE INFORMATION	33
	CERTIFICATION OF NO PRIOR COMPENSATION	34
	SUBMISSION CHECKLIST	35

CLAIM FORM

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 1-844-965-0088 or email your questions to rcmpsettlement@deloitte.ca.

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.

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).

CLAIM FORM

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 January 12, 2021 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 - RCMP Class Action
Office of the Administrator, c/o Deloitte
8 Adelaide Street West, Suite 200
Toronto, ON, Canada, M5H 0A9

CLAIM FORM

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.

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
July 16, 2020 (Implementation Date)	<p>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.</p> <p>At all times during the process, Claimants can ask for information by calling the Administrator's office.</p>
From July 16, 2020 to January 12, 2021 (180 day period)	<p>All Claimants must complete the following forms:</p> <ul style="list-style-type: none"> • Claim Form • Consent to Disclosure of Information Form • No Prior Compensation Form <p>These forms must be forwarded to the Administrator's office before January 12, 2021. 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.</p>
January 12, 2021	<p>Final day on which Claim Forms can be received by the Administrator's.</p> <p>In certain circumstances, the Independent Assessor can grant an extension of this deadline. Claimants must then fill out the Request for Deadline Extension Form.</p>
April 22, 2021	Final day on which the Deadline Extension Form can be forwarded to the Administrator.
Months following July 16, 2020	<p>The Independent Assessor analyses the Claim Forms using a six-level scale agreed to by the parties to the Settlement.</p> <p>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.</p> <p>The Independent Assessor conducts face to face interviews with Claimants determined to be in Levels 3, 4, 5 and 6.</p>

**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.

CLAIM FORM

IV - CLAIM FORM

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 INFORMATION

You may check all relevant boxes that apply to you:

- | | |
|--|---|
| <input type="checkbox"/> Municipal Employee | <input type="checkbox"/> Consultant |
| <input type="checkbox"/> Regional District Employee | <input type="checkbox"/> Contractor |
| <input type="checkbox"/> Employee of a Non-Profit Organization | <input type="checkbox"/> Public service employee (not covered in Merlo/Davidson) |
| <input type="checkbox"/> Volunteer | <input type="checkbox"/> Student |
| <input type="checkbox"/> Commissionaire | <input type="checkbox"/> Member of an integrated policing unit or an outside agency or police force |
| <input type="checkbox"/> Supernumerary Special Constable | <input type="checkbox"/> Other role while working or volunteering with the RCMP |
| | (state role here: _____) |

Position(s) _____

1 Your Name

First Name(s) _____

Last Name _____

Other names you are known by (for example, maiden name, nicknames) _____

Name while working or volunteering with the RCMP _____

2 Your Mailing Address

Street name and number _____

Apartment number, P.O. Box or RR# _____

City/Village _____

Province/Territory _____

Postal Code _____

CLAIM FORM

3 Your Contact information

()

Home Phone Number

Can we leave a message at this number?

☐ Yes☐ No

()

Cellular Phone Number:

Can we leave a message at this number?

☐ Yes☐ No

Can we send you a message at this email address?

☐ Yes☐ No

Email address

What is the best way to contact you?☐ Home Phone☐ Cell Phone☐ Mail☐ Email**4 Do you have a personal representative or a guardian?**☐ Yes☐ No

If you have a personal representative or a guardian, please provide the following information:

Name of personal representative or guardian

Street name and number

Apartment number, P.O. Box RR#

City/Village

Province/Territory

Postal Code

()

Phone Number

Email

5 Are you represented by a lawyer?☐ Yes☐ No

If you have a lawyer, please provide the following information:

Name of lawyer

Street name and number

Office Number

City/Village

Province/Territory

Postal Code

()

()

Phone Number

Fax Number

Email

☐ Yes☐ No

If you have a lawyer, indicate if a Direction to Pay is included with your Claim Form

Note that if you are represented by a lawyer, all communication going forward will be through your lawyer.

CLAIM FORM

6 Your date of birth

Day

Month

Year

7 Gender you publicly identified as during the time you experienced harassment and discrimination as set out in this Claim Form☐ Female☐ Male**8 Your Family**

Current spouse's name

Occupation

Children's names

1	11
2	12
3	13
4	14
5	15
6	16
7	17
8	18
9	19
10	20

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

9 Do you have any health problems that you feel could prevent you from participating in the claims process if it was to be held more than six months from now?☐ Yes☐ No

If your answer is "Yes", please attach a note from a doctor confirming the nature of your health problem and the need for an accelerated consideration of your claim.

CLAIM FORM

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 work or volunteer activity with the RCMP between September 16, 1974 and July 5, 2019. Please cover every period you worked or volunteered with the RCMP. Please indicate the size of the detachment for each location where you worked or volunteered (where applicable). Please attach all supporting documentation to this form

	Location	From	To	Position	Detachment Size
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

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

- 11** 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

SECTION B	INFORMATION RELATED TO THE GENDER OR SEXUAL ORIENTATION BASED HARASSMENT AND DISCRIMINATION
-----------	--

12 Please complete the following chart with information relating to the gender or sexual orientation based harassment and discrimination you suffered while working or volunteering with the RCMP. A more detailed 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				
4				
5				
6				
7				
8				
9				
10				

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

CLAIM FORM

13 Did you ever report the gender or sexual orientation based harassment and discrimination?☐ Yes☐ No

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 If there was a legal proceeding as a result of you reporting the gender or sexual orientation based harassment and discrimination, did you make a victim impact statement?☐ Yes☐ 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 your story.

For each incident of gender or sexual orientation based harassment and discrimination you listed in Question 12, 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?
- 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 started)?
- How often did the gender or sexual orientation based harassment and discrimination happen?
- When did the gender or sexual orientation based harassment and discrimination stop?
- 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 anyone witness the harassing and discriminatory acts?
- Did you have any physical manifestations (bruising, pregnancy, etc.)?

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

CLAIM FORM

- 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.

CLAIM FORM

17 Aggravating Factors

What other circumstances, if any, did you experience that worsened the effects of the harassment you suffered? Please check any aggravating factors that apply to your claim. These factors are simply examples, you can add any other aggravating factors you see as relevant in the space provided below.

- | | |
|--|---|
| <input type="checkbox"/> verbal abuse | <input type="checkbox"/> humiliation |
| <input type="checkbox"/> racist acts | <input type="checkbox"/> degradation |
| <input type="checkbox"/> threats | <input type="checkbox"/> vulnerability |
| <input type="checkbox"/> witnessing someone else being abused | <input type="checkbox"/> 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 position of authority over you) |
| <input type="checkbox"/> violence accompanying sexual harassment | |
| <input type="checkbox"/> intimidation | |

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

CLAIM FORM

- 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.

SECTION C TREATMENT

- 19 Have you ever received treatment, counseling, or healing (including but not limited to counselling, hospitalization, visit to a family doctor, visit to a specialist, visit to a clinic, or non-traditional remedies) for emotional, physical or psychological effects that you think might be related to the gender or sexual orientation based harassment and discrimination committed by an individual working within the RCMP, as described above, that you suffered?

☐ Yes

☐ No

If you answered "Yes"

i Please provide us with details in the chart below;

ii Please include any treatment you are still undergoing; and

iii Please provide us with a copy of all relevant medical and other documentation.

Describe the injury or condition 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)

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

CLAIM FORM

20 Have you been treated for a similar injury or condition, not related to this claim?

☐ Yes

☐ 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

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

SECTION D OTHER INFORMATION ABOUT YOU

21 Were you ever physically, emotionally, or sexually harassed by any person other than an individual working within the RCMP?

☐ Yes ☐ No

A - 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.

☐ Yes ☐ No

B - 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 (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 happen?
- When did the physical, emotional, sexual or sexual orientation harassment stop?
- Where did the physical, emotional, sexual or sexual orientation harassment happen?
- Did you speak to anyone about the physical, emotional, sexual or sexual orientation harassment (for example, a parent, spouse, friend, health care professional, etc.)?

In your own words, please describe how this other physical, emotional, sexual or sexual orientation harassment affected your life, including your training and employment, in the space below:

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

22 Please provide details about your education and training.

[illegible]

23

CLAIM FORM

23 Please provide details about your work history not associated with the RCMP, whether it was paid or volunteer.

Name of your employer and your job title ¹	Approximate dates		Reason(s) why you stopped working for the employer or were unemployed
	From	To	

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.

SECTION F

EFFECTS OF GENDER OR SEXUAL ORIENTATION BASED HARASSMENT
AND DISCRIMINATION ON YOUR EMPLOYMENT AND CAREER

24 Do you think the gender or sexual orientation based harassment and discrimination while working or volunteering with the RCMP as described at Question 15 affected your training, employment, or ability to work?

☐ Yes☐ No

If you answered "Yes" to question 24, please provide us with details and any information regarding how the gender or sexual orientation based harassment and discrimination has affected your training, employment, or ability to work.

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

C. Have you ever declared bankruptcy? ☐ Yes ☐ No

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.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

26

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

CLAIM FORM

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.

CLAIM FORM

28 Have you received payments in respect of loss of income from any source?☐ Yes☐ No

If you answered "Yes" to question 28, please provide us with details and any information regarding the dates concerning which you were compensated for loss of income, the amount, and the reason for compensation.

	Approximate dates of income loss for which payments were received (month/year 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.

CLAIM FORM

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.

CLAIM FORM

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

(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.)

Claimant (or guardian) Signature

Print name of the witness

Date (day/month/year)

Date (day/month/year)

AUTHORIZATION AND DIRECTION TO RELEASE INFORMATION

To: Sir/Madam

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

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.)

Claimant (or guardian) Signature

Print name of the witness

Date (day/month/year)

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
 - ☐ No

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

RCMP Class Action - Office of the Administrator, c/o Deloitte

Mail: 8 Adelaide Street West, Suite 200, Toronto, ON, Canada, M5H 0A9, or

Fax: 416-366-1102, or

Electronic upload: <https://rcmpsettlement-secure.ca>

This is **Exhibit "H"** referred to in the
Affidavit of G. Whitney Santos sworn
before me this 23rd day of June, 2021

A handwritten signature in blue ink, appearing to be 'M. Chen', is written over a horizontal line.

A Commissioner for taking Affidavits
in the Province of British Columbia

Harassment” (Schedule B Par 46). If the incidents described in your Claim do not meet the threshold of Harassment as defined in the Agreement or are not clearly linked to your gender or sexual-orientation, the Claim will be denied.

- Other grounds on which a Claim will be denied are:
 - The Claimant was a Primary Class Member in 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;
 - The Claimant has already been compensated from another source for the same injury(ies) and event(s).
 - The Claimant is not, or was not, a Primary Class Member. For example, the Claimant is deceased at the time of assessment, the Claimant was male or identified as male at the time of the harassment, the Claimant was not a Municipal Employee, Regional District Employee, employee 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 who was supervised or managed by the RCMP or who worked in an RCMP controlled workplace during the period between September 16, 1974 and July 5, 2019.
 - The Claimant has opted out or has been deemed to have opted out by not discontinuing related litigation, or the harassment was not gender or sexual orientation based.
 - The person responsible for the harassment was not an employee of the RCMP, for example, was a member of the public.
- If you received a decision that does not award you compensation, it means that the Assessor has reviewed your Claim, as required by the Settlement Agreement, and found that one or more elements required by the Settlement Agreement have not been met or established. The Assessor is bound by the Settlement Agreement to deny these Claims.

51. My claim was denied because I was a Primary Class Member in Merlo/Davidson settlement. I did not make a claim in Merlo/Davidson settlement, so what does this mean?

- The definition of “primary class members” under the Settlement Agreement in the Tiller/Copland/Roach class action excludes individuals who were primary class members in Merlo/Davidson. The definition of “primary class members” in Merlo/Davidson provided:

“Primary Class Members” means female current and former living Regular Members, Civilian Members and Public Service Employees (who are appointed by the Commissioner of the RCMP under the delegated authority of the Public Service Commission pursuant to the Public Service Employment Act, R.S.C., 1985, c. P-32; amended S.C. 2003, c. 22, ss.12, 13) who worked

within the RCMP during the Class Period, who experienced and/or continue to experience gender and/or sexual orientation based harassment and discrimination while working in the RCMP during the Class Period, and who have not opted out or are not deemed to have opted out of the Class Action on or before the expiry of the Opt Out Period.

For the purposes of this Agreement only "Regular Members" includes Regular Members, Special Constables, Cadets, Auxiliary Constables, Special Constable Members, and Reserve Members.

For the purposes of this Agreement only "Public Service Employees" includes Temporary Civilian Employees who, prior to 2014 were appointed under the now-repealed subsection 10(2) of the RCMP Act, R.S.C., 1985, c. R-10.

- Making a claim under the Merlo-Davidson settlement does not determine whether an individual meets the definition of a "Primary Class Member" under that Settlement Agreement.
- A link to the Merlo settlement can be found at <https://www.callkleinlawyers.com/class-actions/settled/rcmp/docs-english/>

52. Why was my Claim assessed at Level 1 or Level 2?

- All final assessments are made by the Independent Assessor after reviewing all the information and evidence provided by the Claimant. This review is based solely on the information and evidence provided by the Claimant. Incidents and injuries that you do not clearly include in your Claim Form cannot be considered in the assessment of your Claim.
- The Independent Assessor assesses Claims in accordance with the levels of culpable conduct, injury and compensation found in the Settlement Agreement.
- Your Claim was found to fall within Level 1 or Level 2 based on the conduct and injury you identified in your Claim Form.

53. Why did I not get invited for an interview with the Assessor?

- The Claims process established by the Settlement Agreement requires the Independent Assessor to make a preliminary paper-based determination of the level of a Claim, based on the documentary information provided.
- Only claims that have been preliminarily assessed at Level 3 or higher are given an interview.
- Claims that are preliminarily assessed at Levels 1 and 2 are assessed on a paper basis. If the information provided in the Claim Form does not support an award at Level 3 or higher, there will not be an interview.

54. Why do Claims assessed at Level 2 have a reconsideration

Court File No.: T-1673-17

**FEDERAL COURT
CLASS PROCEEDING**

BETWEEN:

CHERYL TILLER, MARY-ELLEN COPLAND AND DAYNA ROACH

Plaintiffs

- and -

HER MAJESTY THE QUEEN

Defendant

Brought pursuant to the *Federal Courts Rules*, SOR/98-106

AFFIDAVIT OF CONNIE LUONG

1. I am a paralegal with Higgerty Law, one of two Class Counsel in this action. As such, I have personal knowledge of the facts and matters deposed to in this affidavit. Where facts are not within my personal knowledge, I have stated the source of that information, and I believe that information to be true.

2. I have been involved with this matter since June of 2019. I am the primary point of contact for the Primary Class Members if they are engaging Higgerty Law to represent them in submitting a Claim in this matter. I have conducted the majority of the initial intake interviews with potential Claimants and continue to do so.

3. Higgerty Law began accepting potential Claimants July 5, 2020, the date of the Certification Order in this matter. Since that time, we have been contacted by

approximately 500 potential Claimants. We have been engaged by approximately 200 to assist them with Claims, to date.

4. The Order Approving the Settlement in this matter was granted March 10, 2020 (the "Approval Order"). On March 11, 2020, the World Health Organization declared a Global Pandemic.

5. The calculation of time to appeal the Approval Order was suspended due to the Global Pandemic. The Implementation Date under the Settlement was therefore delayed until July 12, 2020. This meant that the end date for claim submission was changed to January 12, 2021 instead of the originally planned date in November 2020.

6. The Global Pandemic and other considerations have resulted in unforeseen and extenuating circumstances that have created difficulty for the timely processing of claims. These include: a recent resurgence in restrictions and corresponding stress from the Pandemic, clarification in application to the definition of Primary Class Member over the past few weeks, and annual closure of businesses for the Christmas and New Year holidays. As further clarification, these extenuating circumstances are further described below:

Global Pandemic

a. The Global Pandemic created issues related to contacting Claimants to obtain information for claims. I was advised by many Claimants that due to a history of traumatic injury they found the fear and confusion around the Pandemic to be such that they could not participate in preparation of their claim at that time. Many more reported that due to life circumstances such as home schooling, they were not able to complete the claim process at that time. Many began the process and lately have had to break from the process due to the increase in restrictions and resulting issues in their geographical areas.

Clarification of the term Public Service Employee

b. On November 8, 2020, Class Counsel received an email from the Assessors requesting clarification of the application of part of the definition of

Primary Class Member, namely as to eligible" Public Service Employees". Class Counsel and Counsel for the Defendant undertook additional research of the terms used in the definition. Agreement on the application of the definition was made. An agreed response to the Assessors was provided on December 1, 2020. Attached as **Exhibit A** to this Affidavit is a true copy of that email.

c. I have reviewed the Higgerty Law internal records and note that prior to clarification of the approach to the definition, approximately 85 potential Claimants had contacted Higgerty Law to determine eligibility and were waiting for a response. These women have been sent an update to advise that they may qualify under the new application of the terms.

Final Press Release and Annual Office Closures and Holidays

d. On December 17, 2020, a press release was issued as per the Notice Plan forming part of the Settlement of this matter. Other press releases have resulted in an increased number of inquiries from potential claimants. I understand that the Office of the Administrator will be closed from December 24th to January 3rd, over the Christmas holiday period. Our own office will be closed for much of that time and we have found that many Claimants are also unavailable until after January 3rd. As such, a delay in preparing claims and responding to inquiries is expected.

7. I understand that Class Counsel and Counsel for the Defendant have agreed that more time to complete the claims process is a reasonable accommodation for the issues described above. The proposed accommodation is that Claimants who have registered with Class Counsel or directly with the Administrator on or before January 12, 2021 will be deemed to have extenuating circumstances and will have an additional 100 days to complete and submit claims.

8. Higgerty Law was informed by Klein Lawyers that this process was used in the Merlo Davidson class action to accommodate a large number of claimants who would not

be reasonable expected to complete their claims in the allocated 180-day claim period. Attached as **Exhibit "B"** to this Affidavit is a copy of the Order of this Honorable Court granting the remedy that is proposed for this Class Action.


9. I have reviewed the on-line process for direct submission of claims by Claimants to the Claims Administrators. I understand that for unrepresented Claimants, a process of registration prior to submission of documents is available. I have personally assisted Claimants in completing that process and have found it to be easily accessed.

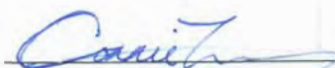
10. I know that Higgerty Law maintains a list of Claimants that will be easily communicated to the Claims Administrators on January 13, 2021, as anticipated in the accommodations. I understand that Co-Class Counsel, Klein Lawyers also retains a list of their Claimants and they will be able to provide their list on January 13, 2021.

11. I have reviewed the Settlement Agreement in this matter and note that there will be a process available for Claimants who do not register on or before January 12, 2021 and they will require that an additional form be completed explaining their individual circumstances for consideration by the Assessors.

12. I make this Affidavit in support of the application for an Order to accommodate Claimants who need the extra time to complete their claim submissions due to extenuating circumstances as set out in the Notice of Motion filed by Representative Plaintiff's in this matter.

SWORN BEFORE ME at the City of
Calgary, in the Province of Alberta,
this 18 day of December, 2020.


A Commissioner for taking oaths in and
for the Province of Alberta


Connie Luong



This is Exhibit "A" referred to in the Affidavit of Connie Luong sworn before me, this 18th day of December 2020.



A Commissioner for taking oaths in and for the Province of Alberta



RE: Eligibility

Nygard, Donnaree <donnaree.nygard@justice.gc.ca>

Tue 12/1/2020 5:28 PM

To: 'Louise Otis' <louise@louiseotis.com>

Cc: David Klein <dklein@callkleinlawyers.com>; Pamela Kirkpatrick <PAKirkpatrick@outlook.com>; Kathy Neilson <kneilson444@gmail.com>; Nicola Hartigan <nhartigan@callkleinlawyers.com>; Patrick Higgerty <phiggerty@higgertylaw.ca>; Jill Taylor <sjilltaylor@higgertylaw.ca>; Tessier, Mara <Mara.Tessier@justice.gc.ca>; Chow, Jennifer <Jennifer.Chow@justice.gc.ca>

Assessors,

The parties have discussed the memo to counsel on the operation of the exclusions in the Tiller definition of Primary Class Members, and jointly suggest the following approach.

You have asked about how to deal with individuals who have fallen into two categories during their career, for example, someone who was a municipal worker at one point and an RCMP member at another. Such individuals would be excluded from Tiller if they suffered harassment while an RCMP member and were compensated in the Merlo settlement. This can be relatively easily determined by obtaining a consent from the claimant to have the RCMP designated contact check to see if they received compensation in Merlo. If they did not, the individual would not be excluded from Tiller, but should only be compensated for events that occurred while they were a Tiller class member (in this example, a municipal employee). This appears to be a combination of what was outlined in the memo as the two constructions. Total exclusion for those who have been compensated in Merlo, and a proportionate claim for those with split service who were not compensated.

The issue is more complicated when dealing with public service employees. The description of public service employees included in Merlo is quite technical and, as the Assessors have no doubt come to realise, it can be difficult to determine whether a given individual was appointed by the Commissioner, as required by the definition in Merlo, or by some other process. This is particularly problematic for more historic claims. As the intention of the class definition in Tiller was to include those who were not captured in Merlo, while at the same time ensuring that individuals are not double compensated, the parties are satisfied that if a claimant can establish to the Assessors satisfaction that they were employed by the Federal Crown, worked in an RCMP workplace and were not compensated in Merlo, then they are eligible as a public service employee in the Tiller class definition and their entire career as a public service employee can be taken into consideration. As with other potential Merlo class members, for those cases where the harassment occurred during a time period covered by the Merlo settlement, claimants should be asked to provide consent for the RCMP designated contact to check that they did not receive compensation in Merlo. If they did, they are excluded.

In response to the Assessors' follow up question regarding paragraph 16 of Justice Phelan's reasons for decision in relation to the settlement, the parties are of the view that Justice Phelan was referring to the Merlo class and not the Tiller class in that paragraph. The Tiller class definition does not exclude provincial government employees and specifically includes "persons from outside agencies and police forces", which would include those employed by provincial governments.

We hope this provides a workable way forward. If you have any further questions, please let us know.

Donnaree Nygard

Department of Justice/Ministère de la justice

Telephone/Téléphone 604-666-2054

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From: Louise Otis <louise@louiseotis.com>

Sent: November 30, 2020 11:03 AM

To: Nygard, Donnaree <donnaree.nygard@justice.gc.ca>

Cc: David Klein <dklein@callkleinlawyers.com>; Pamela Kirkpatrick <PAKirkpatrick@outlook.com>; Kathy Neilson <kneilson444@gmail.com>; Nicola Hartigan <nhartigan@callkleinlawyers.com>; Patrick Higgerty <phiggerty@higgertylaw.ca>; sjilltaylor@higgertylaw.ca; Tessier, Mara <Mara.Tessier@justice.gc.ca>; Chow, Jennifer <Jennifer.Chow@justice.gc.ca>

Subject: Re: Eligibility

Merci!

Sent from my iPhone

On Nov 30, 2020, at 1:49 PM, Nygard, Donnaree <donnaree.nygard@justice.gc.ca> wrote:

We apologise for the delay. All counsel have been in discussion regarding the best way forward in relation to this issue, which has been more complicated than we initially anticipated. We will be in a position to get back to you either tomorrow or Wednesday.

Donnaree Nygard

Department of Justice/Ministère de la justice

Telephone/Téléphone 604-666-2054

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From: Louise Otis <louise@louiseotis.com>

Sent: November 26, 2020 12:28 PM

To: Nygard, Donnaree <donnaree.nygard@justice.gc.ca>; David Klein

<dklein@callkleinlawyers.com>; Pamela Kirkpatrick <PAKirkpatrick@outlook.com>; Kathy Neilson <kneilson444@gmail.com>

Subject: Eligibility

Dear counsels,

We cannot proceed until you find a common position regarding eligibility. A third of our claims requires a decision on eligibility.

Thank you

Louise Otis
Settlement assessor.

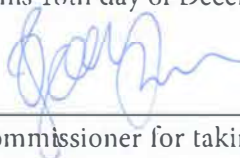
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Confirmez la réception de ce courriel

L'Honorable Louise ●tis
Faculty of Law
McGill University
3644 Peel st, #44
Montreal, Quebec, Canada,
H3A 1W9

+514 887 0778
louise@louiseotis.com

This is Exhibit "B" referred to in the Affidavit of Connie Luong sworn before me, this 18th day of December 2020.



A Commissioner for taking oaths in and for the Province of Alberta



Federal Court



Cour fédérale

Date: 20180207

Docket: T-1685-16

Ottawa, Ontario, February 7, 2018

PRESENT: The Honourable Madam Justice McDonald

BETWEEN:

JANET MERLO AND LINDA GILLIS
DAVIDSON

Plaintiffs

and

HER MAJESTY THE QUEEN

Defendant

ORDER

UPON MOTION by the Plaintiffs under Rule 369 of the *Federal Courts Rules* for an Order pursuant to the Order of this Court dated May 30, 2017, whereby the Court retains continuing jurisdiction over the Settlement and its implementation;

AND UPON considering the Plaintiffs' request, as a result of extraordinary circumstances, for an extension of time beyond the February 8, 2018 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 Whitney Santos sworn to on January 29, 2018 and an Affidavit of Yvette Gallo sworn to on January 29, 2018;

AND UPON noting that the Defendant consents in writing to the Plaintiffs' extension requested;

THIS COURT ORDERS that:

1. An "exceptional circumstance" under the Settlement Agreement is deemed for each Primary Class Member who has, on or before the Claim Deadline, being February 8, 2018, 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 February 9, 2018, being the day after the Claim Deadline, Class Counsel shall provide the Assessor with a list of the names of all Primary Class Members who 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 February 8, 2018, opened an online file with the Office of the Assessor 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;

4. Primary Class Members for whom the Deemed Exceptional Circumstance applies have until May 22, 2018 to submit their Claim Forms and all supporting documentation to the Assessor;
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 February 8, 2018, 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 Assessor shall post this Order on the website maintained by the Office of the Assessor upon receipt of the Order; and
8. No costs are payable on this motion.

"Ann Marie McDonald"

Judge

Court File No. T-1673-17

FEDERAL COURT

CLASS PROCEEDING

Between:

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

Plaintiffs

and:

HER MAJESTY THE QUEEN

Defendant

Brought pursuant to the *Federal Courts Rules*, SOR/98-106

WRITTEN REPRESENTATIONS

I. Purpose of this Motion

1. The Representative Plaintiffs are seeking approval of a Protocol to resolve an issue that has arisen during the processing of claims.

II. Overview and Status of the Settlement

2. The Parties entered into a settlement agreement dated June 21, 2019 and a supplemental agreement dated October 1, 2019, in respect of the claims asserted against the Defendant (the “Settlement”). By order dated March 10, 2020, the Honourable Mr. Justice Phelan approved the Settlement (“Approval Order”).

3. The purpose of the Settlement is to provide compensation to females who worked with or for the RCMP and experienced the same types of harassment in similar circumstances as the Merlo-Davidson class action settlement, but who were not members of the Merlo-Davidson class. The claim captures a diverse group of class members with varying degrees of involvement with the RCMP:

[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.

Tiller et. al v. Her Majesty the Queen 2020 FC 321

4. The implementation date for the Claims Period was July 16, 2020 and the Claim Deadline was January 12, 2021. There were two exceptions to the Claims deadline permitting claims to be filed after January 12, 2021. First, under the Settlement at Article 7.05(2), within 100 days of the Claim Deadline, a Claimant could apply to the Assessors for an extension due to extenuating circumstances. The last date for Claimants to apply under that provision was April 22, 2021. Second, if a Claimant met the Deemed Exceptional Circumstances as set out in the order of this Court dated January 6, 2021, a claim would be accepted up to April 22, 2021. All deadlines for submitting Claims have now passed. The deadline for submissions of completed claims was extended to April 22, 2021 for claimants registered with Class Counsel or who had created an account with Deloitte prior to that date.

Affidavit of G. Santos at para. 7

5. As of June 11, 2021, there were 605 claims received and 239 decisions rendered. Of these decisions, the Office of the Assessor has advised that seven claims have been denied and one has been partially denied on the basis that these claimants applied as volunteers but were Auxiliary Constables (a volunteer position). Auxiliary Constables were in the Merlo-Davidson Settlement as “Regular Members”. This application has been brought in response to the denial of these claims and on behalf of other volunteers who have not been compensated in the Merlo-Davidson Settlement.

Affidavit of G. Santos at paras. 8-9.

III. Summary of the Issue of Eligibility: Volunteers vs. Auxiliary Constables

6. After the Settlement implementation date, it became apparent to Class Counsel that claimants were confused as to the definition of Primary Class Member because the definition uses the term “volunteer” but excludes volunteers who were Auxiliary Constables even though these two terms are used interchangeably in within the RCMP.

Affidavit of G. Santos at para. 10, Exhibit D: Responses from claimants

7. The term volunteer is not defined in the Settlement. For a “volunteer” to know that they were included in the Merlo-Davison Settlement instead of the Tiller Settlement, they would have to find and read the entirety of the definition of Primary Class Member in the Merlo-Davidson Settlement to realize that they were excluded in Tiller. Counsel understands now that it is unlikely that the reasonable volunteer/Auxiliary Constable would realize this requirement.

8. The Primary Class Member definition in the Tiller Settlement (“Tiller Class”) is set out in the Settlement at Article 1.01 as:

“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 3embers de la police montée du Québec inc., Gaétan Delisle, Dupuis, Paul, Lachance, Marc v. HMTQ*, Quebec Superior Court Number 500-06-000820-163. [Emphasis added].

9. The Merlo definition of Primary Class Member states:

“Primary Class Members” means female current and former living Regular Members, Civilian Members and Public Service Employees (who are appointed by the Commissioner of the RCMP under the delegated authority of the Public Service Commission pursuant to the *Public Service Employment Act*, R.S.C., 1985, c. P-32; amended S.C. 2003, c. 22, ss.12, 13) who worked within the RCMP during the

Class Period, who experienced and/or continue to experience gender and/or sexual orientation based harassment and discrimination while working in the RCMP during the Class Period, and who have not opted out or are not deemed to have opted out of the Class Action on or before the expiry of the Opt Out Period.

For the purposes of this Agreement only “Regular Members” includes Regular Members, Special Constables, Cadets, Auxiliary Constables, Special Constable Members, and Reserve Members.

For the purposes of this Agreement only “Public Service Employees” includes Temporary Civilian Employees who, prior to 2014 were appointed under the now repealed subsection 10(2) of the RCMP Act, R.S.C., 1985, c. R-10; [Emphasis added]

Interchangeable Terms and the Resulting Confusion

10. While it is acknowledged that Auxiliary Constables were included in the Merlo Class as “Regular Members”, the use of the word “volunteer” in the class definition in the Tiller Settlement has created confusion for claimants in the Tiller Settlement. Class Counsel has received feedback from women who were volunteers and served as Auxiliary Constables that suggests a reasonable volunteer with the RCMP would not know she had to review the Merlo Class definition in its entirety to determine if she was included in Tiller. In the Merlo-Davidson settlement, and for the purpose of the Merlo-Davidson settlement only, Auxiliary Constables were classified as “Regular Members”. In the organization, however, Auxiliary Constables are volunteers. They are unpaid and are not Regular Members. For an Auxiliary Constable to be considered a Regular Member is outside of the scope of reasonable knowledge because “Regular Members” are paid employees and are police officers with significant RCMP training.

Affidavit of G. Santos paras. 10-15.

11. In contrast, volunteers knew the limitations in their role, knew that they were not Regular Members and knew that they were not paid. Women who are volunteers with the RCMP and referenced as Auxiliary Constables have referred to the RCMP website to demonstrate the use of the terms in day-to-day application. For example the RCMP website provides:

Auxiliaries give their time to help keep our communities safe, and the RCMP values these volunteers greatly and considers them a vital part of the organization.

Who can join?

Auxiliaries are unarmed, specially trained volunteers. They must be at least 19 years of age, and willing to commit to the program for a minimum of two years. [Emphasis added]. See: <https://www.rcmp-grc.gc.ca/en/auxiliary-program>

Affidavit of G. Santos at para. 14; Exhibit E: RCMP webpage

12. These differences make it unlikely that, absent review and understanding of the definition in the Merlo-Davidson Settlement, any Auxiliary Constable would consider themselves a “Regular Member”, nor would they question whether they were a volunteer. They self identify as volunteers and on a day-to-day basis in the RCMP the terms are used interchangeably.

Affidavit of G. Santos at paras. 10-14; Exhibit D: Responses from claimants

13. Volunteers who are considered to be Auxiliary Constables have experienced further confusion as to the classifications as Auxiliary Constable because documents received from the RCMP described them as a “volunteer in the Auxiliary Constable Program”.

Affidavit of G Santos at para. 15; Exhibit F: Certificate of Service

14. The Tiller Settlement followed on the heels of the Merlo-Davidson Settlement when it was realized that other women who were involved with RCMP in varying capacities also experienced gender-based harassment. The intention was to provide compensation to all women who had been harmed in this way by the RCMP. There is interplay between the class definition in Tiller and the class definition in Merlo but regrettably, the definition of the Tiller class did not explicitly specify that Auxiliary Constables were excluded from the category of volunteers in Tiller. This has led a group of volunteers who did not receive compensation in Merlo-Davidson Settlement to believe they were eligible to participate in the Tiller Settlement. It is unfair and not in alignment with the intention of the RCMP in reaching the Settlement:

[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.

Tiller et. al v. Her Majesty the Queen. 2020 FC 321

15. For both the Merlo-Davidson Settlement and the Tiller Settlement, the Commissioner of the RCMP made public statements announcing the settlements. In these statements the misconduct in the RCMP and the need for changes in the working culture within the organization were recognized. In his announcement about reaching the Merlo-Davidson Settlement, Commissioner Paulson apologized to the class emphasized that the agreement was a “huge step in the ongoing work which is the cultural transformation of the RCMP”. In announcing the Tiller Settlement, Commissioner Lucki, stated it was “further commitment from the RCMP to make right what we can.”

Affidavit of G. Santos, Exhibits A and C: Statements of Commissioners of RCMP

Notice to Class Members was inadequate

16. In *Canada Post Corp v. Lepine* 2000 SCC 16, the Supreme Court of Canada stressed the adequacy of notice as a fundamental principle of due process, elaborating that in some situations, it may be necessary to word the notice more precisely and consider the context and situation of the recipients:

[42] 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. In the instant case, the question raised by the respondent relates not to the Ontario statute but to the way it was applied by the Ontario Superior Court of Justice in a case in which that court knew that a parallel proceeding was under way in Quebec. Were the notices provided for in the Ontario court’s judgment therefore consistent, in the context in which they were published, with the fundamental principles of procedure applicable to class actions?

[43] The Ontario Court of Appeal stressed the importance of notice to members in a case involving an application for recognition of a judgment rendered in Illinois, in the United States. It emphasized the vital importance of clear notices and an adequate mode of publication (*Currie v. McDonald's Restaurants of Canada Ltd.* (2005), 2005 CanLII 3360 (ON CA), 74 O.R. (3d) 321, at paras. 38-40). In a class action, it is important to be able to convey the necessary information to members. Although it does not have to be shown that each member was actually informed, the way the notice procedure is designed must make it likely that the information will reach the intended recipients. The wording of the notice must take account of the context in which it will be published and, in particular, the situation of the recipients. In some situations, it may be necessary to word the notice more precisely or provide more complete information to enable the members of the class to fully understand how the action affects their rights. These requirements constitute a fundamental principle of procedure in the class action context. In light of the requirement of comity between courts of the various provinces of Canada, they are no less compelling in a case concerning recognition of a judgment from within Canada. Compliance with these requirements constitutes an expression of such comity and a condition for preserving it within the Canadian legal space. [Emphasis added]

17. In the Tiller Settlement, Notice was inadequate for Auxiliary Constables for two reasons. First, it should have been explicitly stated that for the purpose of the Tiller Settlement only, Auxiliary Constables are not considered volunteers. This would have been more precise and provided more complete information to class members so that they could fully understand whether they were eligible for the Settlement.

18. Second, the Notice failed to take into consideration the situation of recipients, specifically that there were two RCMP settlements which included females who experienced gender-based harassment by the RCMP. By not explicitly stating that the category of volunteers in Tiller does not include volunteers who are Auxiliary Constables, it presumes that volunteer/Auxiliary Constables received Notice of the Merlo-Davidson Settlement and knew they were Primary Class Members in that Settlement. According to the Auxiliary Constables who contacted Class Counsel, they did not receive direct notice from the RCMP and they did not know they were included in Merlo-Davidson Settlement. This resulted in lack of Notice being provided in some circumstances which exacerbates the issue of class members having to track down legal documents and read and understand the definitional terms.

Affidavit of G. Santos at para. 20

19. Other documents available for potential claimants to review such as the claim form, the FAQ on the Administrator's website, and even the Settlement Agreement itself did not explicitly state that Auxiliary Constables were not volunteers for the purpose of the Settlement.

Affidavit of G. Santos at paras. 16-19.

IV. Proposed Remedy

20. Women who have learned, through denial of their claim application, or from legal advice, that they are not eligible for the Tiller Settlement under the heading of volunteer have expressed confusion and feelings of betrayal. This was not the intention of the RCMP in reaching these settlements.

21. At the settlement approval hearing in this case, the Court reviewed the various factors to determine whether the Settlement was "fair, reasonable and in the best interest of the class as a whole", and in one part commented:

[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.

Tiller et. al v. Her Majesty the Queen. 2020 FC 321

22. By denying this category of volunteers the opportunity to make claims in the Settlement based on class definitions that confused claimants, is not fair and reasonable. To avoid unfair treatment of volunteers, the Representative Plaintiffs propose a Protocol to address this narrow group of claimants.

23. The proposed Protocol contains the following terms:

(1) Females or those who public identify as female who volunteered with the RCMP during the Class Period shall be included in the definition of Primary Class Member, irrespective of simultaneously being classified as an Auxiliary Constable, unless they have received prior compensation in the Merlo-Davidson Settlement.

(2) Confirmation that a Claimant has not been compensated in the Merlo-Davidson Settlement may be determined by review of the list of names of individuals who received compensation in the Merlo-Davidson Settlement provided that the claimant has consented to this investigation.

(3) If a claim was denied by the Office of the Assessors as a result of being an Auxiliary Constable and thus a Primary Class Member in the Merlo-Davidson Settlement, the Assessor shall re-open and process the claim de novo in accordance with the terms of the Settlement.

(4) Either Party may provide notice of the Protocol, at their own expense.

(5) New claims submitted by individual described in (1) above shall be accepted under this Protocol by the Administrator until the later of August 15, 2021 or 45 days after the Protocol is approved. Relevant supporting documents will be provided at the same time as the claim is submitted or within 30 days of the submission of the claim form, unless the Assessor agrees to extend the deadline up to 60 days.

The Court has jurisdiction to provide a remedy

24. Pursuant to paragraph 27 of the Approval Order, this Court retains an ongoing role to supervise the implementation, interpretation and enforcement of the Settlement:

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.

25. As with many complex class action settlements, during the administration of the settlement process, difficulties may arise in the interpretation, implementation or administration of the settlement which may require the assistance of the Court in its supervisory role over the settlement. In other settled class proceedings, Courts have maintained a broad supervisory role and have been called upon to assist with these challenges. For example, in *Smith v. Brockton (Municipality)* 2004 Can LII 4999 (ONSC) and 2004 CanLII 19687 (ONSC), (the Walkerton Compensation Plan) the

court was called upon to assist with logistical issues encountered in the implementation of the settlement and provided detailed directions.

26. In *Killough v. The Canadian Red Cross Society*, the court approved a protocol to extend the deadline for a specific subset of claims (Estate Claims). In this settlement, the deadline for Estate Claims was an earlier date than the rest of the claimants. This was not clearly stated in the Notice nor was it clear in other documents related to the settlement. This confusion led to seventy claimants filing claims late and subsequently being rejected. In approving the protocol the court stated:

[23] I am satisfied that the requested Protocol is necessary and appropriate to ensure that class members are not prejudiced by the failure to clearly state the Implementation Date, and I will approve the protocol as requested

Killough v. The Canadian Red Cross Society 2014 BCSC 1789

27. Courts have also amended terms of the settlement in settled class proceedings by extending claims periods. See *Harrington v. Dow Corning Corporation et. al* 2007 BCSC 244 at para 7. (two late claims permitted to have the deadline extended as they were not notified of the deadlines and had no other avenue to pursue their injuries); *Richard v. British Columbia* 2015 BCSC 265 at para. 38 (deadline extension for all claimants). And the court has been called upon to interpret eligibility to participate in a settlement: *Parsons v. Canadian Red Cross Society*, 2000 CanLII 22707 (ON SC) at paras. 4-18. In this settled class proceeding, the court was asked to interpret the definition of “Blood” in the settlement agreement to determine whether claimants who had received cryoprecipitate were eligible to apply to the settlement.

28. In this Court’s decision approving the Settlement, the Court highlighted its supervisory role and the acceptance by the parties of this supervisory role:

[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.

Tiller et. al v. Her Majesty the Queen 2020 FC 321

Defining the Class has been a challenge

29. Since the inception of this class action, identifying the class and who is eligible to participate in the Settlement has been challenging. It was an issue that was emphasized by this Court:

[4] This proposed class action seeks to settle with females who were not members of the RCMP but who experienced the same types of harassment in similar circumstances as the class members in Merlo. The challenge has been that this group of non-RCMP people is diverse, ranging from those working in a detachment to those who volunteered for activities which included some form of RCMP involvement.

[...]

[9] In terms of the Class definition, the parties have struggled to arrive at a meaningful description of the group. The groups described are extremely diverse, and had dealings with the RCMP under varying circumstances. There appears to be no commonality of relationship within the groups and the RCMP.

Tiller et. al v. Her Majesty the Queen 2019 FC 749

30. The need to have a clear class definition was stressed to ensure there would be adequate notice to the class and so potential claimants know whether they are eligible:

[13] However, the certification criteria must be met. It is essential to ensure that there is adequate notice to the class, that potential claimants know whether they may be eligible, and that the settlement process is manageable and fairly limits the appropriate class.

Tiller et. al v. Her Majesty the Queen 2019 FC 749

31. After the implementation date and during the claims process, there have been several issues regarding the class definition and eligibility of claimants that have been identified by the assessors. Up to now, these issues of interpretation or implementation of the class definition have been addressed and resolved by the parties with input from the assessors. For example, an issue arose regarding “public service employees.” Public Service Employee is a category of class members included in both the Merlo Class and the Tiller Class. In the Merlo Class, the public service employees included were those who are appointed by the Commissioner of the RCMP under the delegated authority of the Public Service Commission pursuant to the *Public Service Employment Act*, R.S.C., 1985, c. P-32; amended S.C. 2003, c. 22, ss.12, 13. Once the claim processing started

in Tiller, it became clear that trying to determine if a public service employee was part of the Merlo Class (i.e. appointed by the Commissioner and therefore ineligible to participate in Tiller) was not straightforward and was not something that potential claimants themselves knew or could necessarily determine from their employment records. On this basis, the parties agreed to permit the claims of all public service employees to be assessed in the Tiller process, provided they had not received compensation in the Merlo-Davidson Settlement.

Affidavit of C. Luong made December 18, 2020, Exhibit A

32. A similar arrangement has not been made between the parties to address the present eligibility of volunteer/Auxiliary Constables. The Representative Plaintiffs are proposing a Protocol that carries out the intention of the RCMP to compensate this group of claimant without creating additional hardship for the Defendant by ensuring that there will be no double recovery by volunteers.

Claimants will not be double compensated

33. As part of the Protocol, claimants will be asked to sign a consent for to permit the Office of the Assessor to have a confidential search performed to determine whether compensation was paid for that claimant under the Merlo-Davison Settlement. If a claimant was already compensated, her claim will be denied. It may be that no volunteer/ Auxiliary Constables applied for compensation in the Merlo-Davidson Settlement. There is no way to determine if any Auxiliary Constables applied and/or were compensated as this information has not been published. In report issued by Justice Bastarache “Broken Dreams, Broken Lives”, there is no mention of compensation being paid to Auxiliary Constables. Based on the Merlo class definition, this group may have been included in his report under the heading of “Regular Member” or there may not have been any applications from Auxiliary Constables.

Affidavit of G. Santos at para. 21.

34. Including this confidential search eliminates the hardship to the Defendant. It is the same process as is currently used for the Public Service Employee category that was expanded to include those who were included in the Merlo definition of Primary Class Member. Using this mechanism delivers a fair result without prejudice to the Defendant. It was always the RCMP’s intention to

compensate all women who were subjected to gender based or sexual orientation-based harassment irrespective of their employment classification.

The Defendant's expected liability will not increase

35. Class Counsel acknowledges that certainty of class membership and class size is an important aspect of class actions for the Defendant. The class size in this Settlement was estimated at 41,000 and it was suggested that a 5% of would submit claims. This gives an estimate of approximately 2000 claims. As set out in the approval decision:

[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.

Tiller et. al v. Her Majesty the Queen 2020 FC 321 at paras. 32 and 69.

36. In reality, the take up rate of the Settlement has been closer to 1.5% with 605 claims submitted. Using the estimate of \$50,000 per claim (and not factoring in any rejected claims, including the 7 known denied claims), the total settlement payment could only be 30% of what the Defendant anticipated. This factor favours approving the Protocol to permit additional volunteers as it will not substantially increase the liability of the Defendant.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 23rd day of June, 2021



Counsel for the Representative
Plaintiffs

Nicola Hartigan
KLEIN LAWYERS LLP
1385 West 8th Avenue, Suite 400
Vancouver, BC V6H 3V9
Phone: 604.874.7171/ Fax 604.874.7171
Counsel for Cheryl Tiller and Mary-Ellen
Copland

Jill Taylor
HIGGERTY LAW
Main Floor, Millennium Tower
101 – 440 2nd Avenue SW
Calgary, AB T2P 5E9
Phone: 403.503.8888/ Fax: 587.316.2260
Counsel for Dayna Roach

List of Authorities

1. *Canada Post Corp v. Lepine* 2000 SCC 16
2. *Harrington v. Dow Corning Corporation et. al* 2007 BCSC 244
3. *Killough v. The Canadian Red Cross Society* 2014 BCSC 1789
4. *Parsons v. Canadian Red Cross Society*, 2000 CanLII 22707 (ON SC)
5. *Richard v. British Columbia* 2015 BCSC 265
6. *Smith v. Brockton (Municipality)* 2004 Can LII 4999 (ONSC)
7. *Smith v. Brockton (Municipality)* 2004 CanLII 19687 (ONSC)
8. *Tiller et. al v. Her Majesty the Queen* 2019 FC 749
9. *Tiller et. al v. Her Majesty the Queen* 2020 FC 321

Federal Court



Cour fédérale

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****ORDER
(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

1. 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.
10. 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 Section 6.01 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.

"Michael L. Phelan"

Judge

SCHEDULE A

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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.

AB

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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, save and except those actions brought by individuals who opt out or are deemed to have opted 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;

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"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

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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

- Appendix 1 – Claim Form
- Appendix 2 – Request for Deadline Extension Form
- Appendix 3 – Class Member List
- Appendix 4 – Identification of Previous Claims
- Appendix 5 – Compensation Levels
- Appendix 6 – Compensation Amounts
- Appendix 7 – Request for Reconsideration of a Level 2 Claim Form
- Appendix 8 – Certification of No Prior Compensation Form
- Appendix 9 – Travel Claim Form
- Appendix 10 – Release of Documents and Information Held by the RCMP

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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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

1) 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.

2) 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

PRIVILEGED AND CONFIDENTIAL

- (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 not opted 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;

B

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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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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

- 1) Canada agrees to pay the reasonable costs of any notices to Class Members which may be ordered by the Court.
- 2) 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.
- 3) 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.
- 2) 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.

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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

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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

- 1) 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.
- 2) 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.

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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.

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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

1) 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);



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- (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

- 1) 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;

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- (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

- 1) 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.

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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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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 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.

15.02 Applicable Law

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

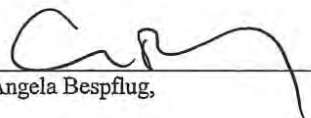
Prior to the Implementation Date, Canada will prepare a certified French translation of this Agreement and will pay the costs of the preparation of the translation. The English and French language versions shall be of equal weight and force at law.

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15.05 No assignment

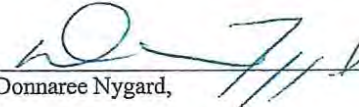
Except as directed by court order, no amount payable under this Agreement can be assigned, and such assignment is null and void. For greater certainty, this does not prevent the Administrator from making payments to a Claimant's counsel or law firm IN TRUST where the Claimant has provided the Administrator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



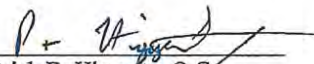
Angela Bessflug,

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



Donnaree Nygard,

Counsel for the Defendant



Patrick B. Higerty, Q.C.
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:

1. The Notices will be emailed directly to potential class members with current RCMP email addresses;
2. 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;
4. 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;
6. 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 for the purpose of 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: 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 do not 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.

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

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 LLP Whitney 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 *****

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 *do not* 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.

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 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 *****

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?

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
Syrrah 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

1. 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

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

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

4. 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;

- (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;
- (i) 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

- 7. The Administrator shall coordinate with the Assessor to ensure that its process and product are designed to ensure efficient administration of the Assessor's mandate.
- 8. Such coordination with the Assessor or her 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;

- (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.
11. 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.
16. 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.

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

21. 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.

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

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.

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.

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;

- (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.

46. 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

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.

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.

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.

SCHEDULE B – APPENDIX 1

TILLER | COPLAND | ROACH SETTLEMENT

Female Non-RCMP Employee Class Action against the RCMP

CLAIM FORM

TABLE OF CONTENTS

I	NOTE TO CLAIMANTS	2
II	INSTRUCTIONS	5
III	TIMELINE	7
IV	CLAIM FORM	9
	Section A Personal information	9
	Section B Information related to harassment	13
	Section C Treatment	19
	Section D Other information about you	21
	Section E Your education and work history	23
	Section F Effects of gender or sexual orientation based or sexual orientation harassment on your employment and career	25
	DECLARATION	30
	AUTHORIZATION AND DIRECTION TO RELEASE INFORMATION	33
	CERTIFICATION OF NO PRIOR COMPENSATION	34
	SUBMISSION CHECKLIST	35

CLAIM FORM

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 XXXXX.

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.

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).

CLAIM FORM

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

CLAIM FORM

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.

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.

CLAIM FORM

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)	<p>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.</p> <p>At all times during the process, Claimants can ask for information by calling the Administrator's office.</p>
From XXXX to YYYY (180 day period)	<p>All Claimants must complete the following forms:</p> <ul style="list-style-type: none"> • Claim Form • Consent to Disclosure of Information Form • No Prior Compensation Form <p>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.</p>
YYYY	<p>Final day on which Claim Forms can be received by the Administrator's.</p> <p>In certain circumstances, the Independent Assessor can grant an extension of this deadline. Claimants must then fill out the Request for Deadline Extension Form.</p>
ZZZZ	<p>Final day on which the Deadline Extension Form can be forwarded to the Administrator.</p>
Months following ZZZZ	<p>The Independent Assessor analyses the Claim Forms using a six-level scale agreed to by the parties to the Settlement.</p> <p>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.</p> <p>The Independent Assessor conducts face to face interviews with Claimants determined to be in Levels 3, 4, 5 and 6.</p>

CLAIM FORM

**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.

CLAIM FORM

IV - CLAIM FORM

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 INFORMATION

You may check all relevant boxes that apply to you:

- | | |
|--|---|
| <input type="checkbox"/> Municipal Employee | <input type="checkbox"/> Consultant |
| <input type="checkbox"/> Regional District Employee | <input type="checkbox"/> Contractor |
| <input type="checkbox"/> Employee of a Non-Profit Organization | <input type="checkbox"/> Public service employee (not covered in Merlo/Davidson) |
| <input type="checkbox"/> Volunteer | <input type="checkbox"/> Student |
| <input type="checkbox"/> Commissionaire | <input type="checkbox"/> Member of an integrated policing unit or an outside agency or police force |
| <input type="checkbox"/> Supernumerary Special Constable | <input type="checkbox"/> Other role while working or volunteering with the RCMP |
- (state role here: _____)

Position(s) _____

1 Your Name

First Name(s) _____

Last Name _____

Other names you are known by (for example, maiden name, nicknames) _____

Name while working or volunteering with the RCMP _____

2 Your Mailing Address

Street name and number _____

Apartment number, P.O. Box or RR# _____

City/Village _____

Province/Territory _____

Postal Code _____

CLAIM FORM

3 Your Contact information

()	Can we leave a message at this number?
Home Phone Number	<input type="checkbox"/> Yes <input type="checkbox"/> No
()	Can we leave a message at this number?
Cellular Phone Number:	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Can we send you a message at this email address?
Email address	<input type="checkbox"/> Yes <input type="checkbox"/> No

What is the best way to contact you? ☐ Home Phone ☐ Cell Phone ☐ Mail ☐ Email

4 Do you have a personal representative or a guardian?

☐ Yes ☐ No If you have a personal representative or a guardian, please provide the following information:

Name of personal representative or guardian

Street name and number Apartment number, P.O. Box RR#

City/Village Province/Territory Postal Code

()
Phone Number Email

5 Are you represented by a lawyer?

☐ Yes ☐ No If you have a lawyer, please provide the following information:

Name of lawyer

Street name and number Office Number

City/Village Province/Territory Postal Code

() ()
Phone Number Fax Number Email

Note that if you are represented by a lawyer, all communication going forward will be through your lawyer.

CLAIM FORM

6	Your date of birth		Day	Month	Year
7	Gender you publicly identified as during the time you experienced harassment and discrimination as set out in this Claim Form	<input type="checkbox"/> Female <input type="checkbox"/> Male			
8	Your Family				

Current spouse's name _____	Occupation _____
Children's names	
1 _____	11 _____
2 _____	12 _____
3 _____	13 _____
4 _____	14 _____
5 _____	15 _____
6 _____	16 _____
7 _____	17 _____
8 _____	18 _____
9 _____	19 _____
10 _____	20 _____

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

9	Do you have any health problems that you feel could prevent you from participating in the claims process if it was to be held more than six months from now?	
<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="display: flex; gap: 20px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <div style="font-size: small;"> If your answer is "Yes", please attach a note from a doctor confirming the nature of your health problem and the need for an accelerated consideration of your claim. </div> </div>		

CLAIM FORM

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 work or volunteer activity with the RCMP between September 16, 1974 and July 5, 2019. Please cover every period you worked or volunteered with the RCMP. Please indicate the size of the detachment for each location where you worked or volunteered (where applicable). Please attach all supporting documentation to this form

	Location	From	To	Position	Detachment Size
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

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

- 11 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

CLAIM FORM

SECTION B **INFORMATION RELATED TO THE GENDER OR SEXUAL ORIENTATION BASED HARASSMENT AND DISCRIMINATION**

12 Please complete the following chart with information relating to the gender or sexual orientation based harassment and discrimination you suffered while working or volunteering with the RCMP. A more detailed 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				
4				
5				
6				
7				
8				
9				
10				

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

CLAIM FORM

13 Did you ever report the gender or sexual orientation based harassment and discrimination?

☐ Yes ☐ No

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	If there was a legal proceeding as a result of you reporting the gender or sexual orientation based harassment and discrimination, did you make a victim impact statement?
----	--

☐ Yes ☐ 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 your story.

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?
- **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 started)?
- **How often** did the gender or sexual orientation based harassment and discrimination happen?
- **When** did the gender or sexual orientation based harassment and discrimination stop?
- **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 anyone witness** the harassing and discriminatory acts?
- **Did you have any physical manifestations** (bruising, pregnancy, etc.)?

14

CLAIM FORM

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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

CLAIM FORM

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.

CLAIM FORM

17 Aggravating Factors

What other circumstances, if any, did you experience that worsened the effects of the harassment you suffered? Please check any aggravating factors that apply to your claim. These factors are simply examples, you can add any other aggravating factors you see as relevant in the space provided below.

- ☐ verbal abuse
 - ☐ racist acts
 - ☐ threats
 - ☐ witnessing someone else being abused
 - ☐ violence accompanying sexual harassment
 - ☐ intimidation
 - ☐ humiliation
 - ☐ degradation
 - ☐ vulnerability
 - ☐ 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 position of authority over you)

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

CLAIM FORM

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.

CLAIM FORM

SECTION C TREATMENT

19 Have you ever received treatment, counseling, or healing (including but not limited to counselling, hospitalization, visit to a family doctor, visit to a specialist, visit to a clinic, or non-traditional remedies) for emotional, physical or psychological effects that you think might be related to the gender or sexual orientation based harassment and discrimination committed by an individual working within the RCMP, as described above, that you suffered?

- ☐ Yes ☐ No
- If you answered "Yes"
- i Please provide us with details in the chart below;
 - ii Please include any treatment you are still undergoing; and
 - iii Please provide us with a copy of all relevant medical and other documentation.

Describe the injury or condition 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)

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

CLAIM FORM

20 Have you been treated for a similar injury or condition, not related to this claim?

☐ Yes ☐ 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

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

CLAIM FORM

SECTION D OTHER INFORMATION ABOUT YOU

21 Were you ever physically, emotionally, or sexually harassed by any person other than an individual working within the RCMP?

☐ Yes ☐ No

A - 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.

☐ Yes ☐ No

B - 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 (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 happen?
- **When** did the physical, emotional, sexual or sexual orientation harassment stop?
- **Where** did the physical, emotional, sexual or sexual orientation harassment happen?
- **Did you speak to anyone about the physical, emotional, sexual or sexual orientation harassment** (for example, a parent, spouse, friend, health care professional, etc.)?

In your own words, please describe how this other physical, emotional, sexual or sexual orientation harassment affected your life, including you training and employment, in the space below:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

CLAIM FORM

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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

CLAIM FORM

SECTION E YOUR EDUCATION AND WORK HISTORY

22 Please provide details about your education and training.

School, college, university, or other faculty attended	Approximate dates		Grade/level reached and certificate, degree or diploma obtained
	From	To	

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

CLAIM FORM

23 Please provide details about your work history not associated with the RCMP, whether it was paid or volunteer.

Name of your employer and your job title ¹	Approximate dates		Reason(s) why you stopped working for the employer or were unemployed
	From	To	

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.

CLAIM FORM

SECTION F

EFFECTS OF GENDER OR SEXUAL ORIENTATION BASED HARASSMENT AND DISCRIMINATION ON YOUR EMPLOYMENT AND CAREER

24 Do you think the gender or sexual orientation based harassment and discrimination while working or volunteering with the RCMP as described at Question 15 affected your training, employment, or ability to work?

☐ Yes☐ No

If you answered "Yes" to question 24, please provide us with details and any information regarding how the gender or sexual orientation based harassment and discrimination has affected your training, employment, or ability to work.

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

CLAIM FORM

25

25 A. Are you currently unemployed or under-employed? ☐ Yes ☐ No

B. Are you in financial difficulty? ☐ Yes ☐ No

C. Have you ever declared bankruptcy? ☐ Yes ☐ No

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.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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

26

CLAIM FORM

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.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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

CLAIM FORM

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).

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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

CLAIM FORM

28 Have you received payments in respect of loss of income from any source?			
<input type="checkbox"/> Yes <input type="checkbox"/> No If you answered "Yes" to question 28, please provide us with details and any information regarding the dates concerning which you were compensated for loss of income, the amount, and the reason for compensation.			
	Approximate dates of income loss for which payments were received (month/year 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.

CLAIM FORM

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.

CLAIM FORM

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.

CLAIM FORM

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

(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.)

Claimant (or guardian) Signature

Print name of the witness

Date (day/month/year)

Date (day/month/year)

CLAIM FORM

AUTHORIZATION AND DIRECTION TO RELEASE INFORMATION

To: Sir/Madam

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

CLAIM FORM

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.)

Claimant (or guardian) Signature

Print name of the witness

Date (day/month/year)

Date (day/month/year)

CLAIM FORM

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
 - ☐ No

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

Office of the Administrator, c/o XXXXXXXX

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

Fax: XXX-XXX-XXXX , or

Electronic upload: www.XXXXXXXXXXXXXXXXXX.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
3. 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

REQUEST FOR DEADLINE EXTENSION

SECTION A – PERSONAL INFORMATION

You may check all relevant boxes that apply to you:

- | | |
|--|--|
| <input type="checkbox"/> Municipal Employee | <input type="checkbox"/> Consultant |
| <input type="checkbox"/> Regional District Employee | <input type="checkbox"/> Contractor |
| <input type="checkbox"/> Employee of a Non-Profit Organization | <input type="checkbox"/> Public service employee (not covered in Merlo/Davidson) |
| <input type="checkbox"/> Volunteer | <input type="checkbox"/> Student |
| <input type="checkbox"/> Commissionaire | <input type="checkbox"/> Member of an integrated policing unit or an outside agency or police force |
| <input type="checkbox"/> Supernumerary Special Constable | <input type="checkbox"/> Similarly situated individual working or volunteering with the RCMP
(state role here: _____) |

1 NAME

First Name(s)

Last Name

Other names you are known by (for example, maiden name, nicknames)

Name while working or volunteering with the RCMP

Position

2 MAILING ADDRESS

Street name and number

Apartment number, P.O. Box or RR#

City/Village

Province/Territory

Postal Code

REQUEST FOR DEADLINE EXTENSION

3 CONTACT INFORMATION

()

Home Phone Number

Can we leave a message at this number?

☐ Yes

☐ No

()

Cellular Phone Number

Can we leave a message at this number?

☐ Yes

☐ No

Can we send you a message at this email address?

☐ Yes

☐ No

Email address

What is the best way to contact you?

☐ Home Phone

☐ Cell Phone

☐ Mail

☐ Email

4 DO YOU HAVE A PERSONAL REPRESENTATIVE OR A GUARDIAN?

☐ Yes ☐ No If you have a personal representative or a guardian, please provide the following information:

Name of personal representative or guardian

Street name and number

Apartment number, P.O. Box RR#

City/Village

Province/Territory

Postal Code

()

Phone Number

Email

5 ARE YOU REPRESENTED BY A LAWYER?

☐ Yes ☐ No If you have a lawyer, please provide the following information:

Name of lawyer

Street name and number

Office Number

City/Village

Province/Territory

Postal Code

()

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Phone Number

Fax Number

Email

REQUEST FOR DEADLINE EXTENSION

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:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page or a sheet of stationery. There is no handwriting or other markings on the page.

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

REQUEST FOR DEADLINE EXTENSION

DECLARATION

I, _____, 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.

I ACCEPT 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

(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.)

Claimant (or guardian) Signature

Print name of the witness

Date (day/month/year)

Date (day/month/year)

SCHEDULE B – APPENDIX 3

CLASS MEMBER LIST

POTENTIAL CLASS MEMBER LIST

1. 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.
3. 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.
4. 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.
5. 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.

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.
2. 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.
5. 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

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.

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 pornography 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

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:

1. There are reasonable grounds showing there should be an interview to decide the Claim;
2. 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

REQUEST FOR RECONSIDERATION OF A LEVEL 2 CLAIM

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
- ☐ Volunteer
- ☐ Commissionaire
- ☐ Supernumerary Special Constable

- ☐ Consultant
- ☐ Contractor
- ☐ Public service employee (not covered in Merlo/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: _____)

1 NAME

First Name(s)

Last Name

Other names you are known by (for example, maiden name, nicknames)

Name while working or volunteering with the RCMP

Position

2 MAILING ADDRESS

Street name and number

Apartment number, P.O. Box or RR#

City/Village

Province/Territory

Postal Code

REQUEST FOR RECONSIDERATION OF A LEVEL 2 CLAIM

3 CONTACT INFORMATION

()

Home Phone Number

Can we leave a message at this number?

☐ Yes☐ No

()

Cellular Phone Number

Can we leave a message at this number?

☐ Yes☐ No

Can we send you a message at this email address?

☐ Yes☐ No

Email address

What is the best way to contact you?

☐ Home Phone☐ Cell Phone☐ Mail☐ Email

4 DO YOU HAVE A PERSONAL REPRESENTATIVE OR A GUARDIAN?

☐ Yes☐ No

If you have a personal representative or a guardian, please provide the following information:

Name of personal representative or guardian

Street name and number

Apartment number, P.O. Box RR#

City/Village

Province/Territory

Postal Code

()

Phone Number

Email

5 ARE YOU REPRESENTED BY A LAWYER?

☐ Yes☐ No

If you have a lawyer, please provide the following information:

Name of lawyer

Street name and number

Office Number

City/Village

Province/Territory

Postal Code

()

()

Email

REQUEST FOR RECONSIDERATION OF A LEVEL 2 CLAIM

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:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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

REQUEST FOR RECONSIDERATION OF A LEVEL 2 CLAIM

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:

[illegible]

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

I, _____, 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

(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.)

Claimant (or guardian) Signature

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.)

Claimant (or guardian) Signature

Print name of the witness

Date (day/month/year)

Date (day/month/year)

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?sid=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

1. 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.
2. 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.
3. 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.
4. The Administrator will provide to the RCMP a copy of the Consent to release of the information executed by the Claimant.
5. 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.
8. 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.
9. 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.
10. 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.

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.
14. 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.
17. 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.

21. 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.

25. 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.

26. 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.

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.

2. 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.

5. 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

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.

SCHEDULE C – APPENDIX 1

SECONDARY CLASS MEMBER CLAIM FORM

I, _____
Print full name

of _____
Street name and number Apartment number, P.O. Box or RR#

City/Town/Village Province/Territory Postal Code

being a Primary Class Member under the Settlement Agreement, hereby request that

(Print full name)

be awarded compensation as a Secondary Class Member.

I hereby affirm that _____

is my _____, and attach to this claim proof of the relationship
spouse, child, adoptive child

or

I hereby affirm that I am the legal representative of _____

and have signed this form for _____, a person under disability,

and attach to this claim proof that I am the _____
parent, legal guardian, legal representative

I understand that eligibility for Secondary Class Member compensation to the Spouse and Children of a Primary Class Member will be determined in accordance with Schedule C to the Settlement Agreement, and that payment of compensation for Secondary Class Members will be made in accordance with paragraphs 33 to 52 of Schedule B to the Settlement Agreement, with necessary modifications.

SECONDARY CLASS MEMBER CLAIM FORM

Witness Signature¹

Primary Class Member Signature

Print name of the witness

Date (day/month/year)

Date (day/month/year)

Witness Signature¹

Secondary Class Member (or guardian) Signature

Print name of the witness

Date (day/month/year)

Date (day/month/year)

¹ 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.)

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 co-located 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.
6. 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.

8. 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.
14. 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.

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.

I. ADMINISTRATOR

A. Appointment of Deloitte LLP as Administrator

1. Pursuant to section 6.041 of the Agreement, the Parties mutually agree to the appointment by the Court of Deloitte LLP as Administrator.
2. 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

3. 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 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.	\$787,000
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(b) Variable fees payable on a per claim basis

Primary Class Member Claims	\$280 per claim
Secondary Class Member Claims	\$90 per claim
Travel and Medical expense reimbursement; Reconsideration Requests	\$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.
6. 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 requirements of sections 7 and 17 of this Supplemental 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.
10. Fees set out above include all services rendered. No additional compensation or any other expense shall be payable.

C. Confidentiality

11. 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 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s. 1, if a suit is instituted for or against Canada which the insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an additional insured under the Administrator's insurance policy, the insurer must promptly contact the Attorney General of Canada to agree on legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt to:

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.

II. ASSESSOR

A. Appointment of the Honourable Louise Otis as Assessor

25. Pursuant to section 6.01 of 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.
30. 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

36. 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 (NAME OF ASSESSOR), 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 (NAME OF ASSESSOR) 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 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

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.
41. 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

42. 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 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Assessor's insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an additional insured under the Assessor's insurance policy, the insurer must promptly contact the Attorney General of Canada to agree on legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt to:

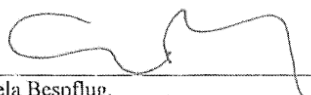
Department of Justice Canada
900 – 840 Howe Street
Vancouver BC V6Z 2S9
Attn: Regional Director General's Office

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 and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

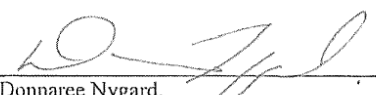
III. ELECTRONIC COMMUNICATIONS

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.

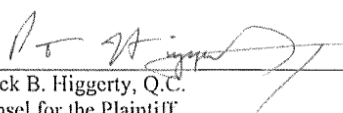
IN WITNESS WHEREOF the Parties have executed this Agreement this 1st day of October, 2019.



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



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



Patrick B. Higgerty, Q.C.,
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 rcmpsettlement.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:

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 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 membres 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



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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:

1. 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.
3. The majority of Primary Class Members are believed to reside in British Columbia and Alberta, and in Ottawa, Ontario.
4. 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.
5. A reasonable effort cannot identify and locate many Primary Class Members; therefore, many Primary Class Members must be reached through a consumer media campaign.
6. 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.



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+.

Canadian Population by Age/Sex 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

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

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.

Population by Province and Age/Sex 18+

Age	British Columbia		Alberta	
	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



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

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:**

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

CALGARY HERALD

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

EDMONTON JOURNAL

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

The Province

- *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 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
 - 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
 - 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
 - Gender Split
 - 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



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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 (Fleetwood), 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 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 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.



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.

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.
- **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** 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 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 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 154 municipalities is attached as **Schedule B**. In order to



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better track the voluntary compliance of the municipalities, a voluntary reporting mechanism will be utilized as part of the letter to the municipalities.

- **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.



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

*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

Schedule A

Province	Municipality	Newspaper	Circulation
Alberta	Airdrie	<i>Calgary Herald</i>	
	Chestermere		
	Cochrane		
	High River		
	Okotoks		
Alberta	Strathmore		
Alberta	Banff		
Alberta	Canmore	<i>Rocky Mountain Outlook</i>	9,500
Alberta	Brooks	<i>Brooks Bulletin Weekend Regional</i>	7,313
Alberta	Coaldale	<i>The Sunny South News</i>	4,000
Alberta	Bonnyville	<i>The Cold Lake Sun</i>	6,174
	Cold Lake		
Alberta	Drayton Valley	<i>The Drayton Valley Western Review</i>	1,800
Alberta	Drumheller	<i>The Drumheller Mail</i>	TBD
Alberta	Edson	<i>The Edson Leader</i>	4,301
Alberta	Grande Prairie	<i>The Peace Country Sun</i>	11,185
Alberta	Hinton	<i>The Hinton Parklander</i>	3,976
Alberta	Lloydminster	<i>Meridian Source</i>	15,006
Alberta	Peace River	<i>Peace River Gazette</i>	809
Alberta	Ponoka	<i>Ponoka News</i>	5,661
Alberta	Redcliff	<i>CHAT News Today</i>	10,000 daily users
Alberta	Blackfalds	<i>Red Deer Advocate</i>	8,512
	Innisfail		
	Olds		
Alberta	Red Deer		
Alberta	Rocky Mountain House	<i>The Mountaineer</i>	3,600
Alberta	Slave Lake	<i>Lakeside Leader</i>	1,332
Alberta	Beaumont	<i>Edmonton Journal</i>	
	Devon		
	Fort Saskatchewan		
	LeDuc		
	Morinville		
	Spruce Grove		
	St. Albert		
	Stony Plain		
	Strathcona County		
	Wetaskiwin		
Alberta	St. Paul	<i>St. Paul Journal</i>	3,600
Alberta	Stettler	<i>Stettler Weekender</i>	5,442
Alberta	Sylvan Lake	<i>Sylvan Lake News</i>	5,586
Alberta	Vegreville	<i>Vegreville News Advertiser</i>	11,257
Alberta	Wainwright	<i>Star Edge News</i>	4,690
Alberta	Town of Westlock	<i>Westlock News</i>	3,500
Alberta	Whitecourt	<i>The Whitecourt Star</i>	2,687
Alberta	Wood Buffalo	<i>Fort McMurray Today</i>	17,000

Schedule A

Province	Municipality	Newspaper	Circulation
	Burnaby Chilliwack Coquitlam District of North Vancouver Hope Langley Maple Ridge Mission North Vancouver City Pitt Meadows Port Coquitlam Richmond Squamish Surrey Township of Langley Whistler White Rock		
British Columbia		<i>The Province</i>	
British Columbia	Campbell River	<i>Campbell River Mirror</i>	16,883
British Columbia	Castlegar	<i>Castlegar News</i>	6,696
	Colwood		
British Columbia	Langford	<i>Goldstream News Gazette</i>	17,656
	Comox		
British Columbia	Courtenay	<i>Comox Valley Record</i>	21,640
British Columbia	Cranbrook	<i>Cranbrook Townsman</i>	1,585
British Columbia	Creston	<i>Creston Valley Advance</i>	2,430
British Columbia	Dawson Creek	<i>Dawson Creek Mirror</i>	9,385
British Columbia	Fernie	<i>The Free Press</i>	5,985
British Columbia	Fort St. John	<i>Pipeline News North</i>	11,600
British Columbia	Kamloops	<i>Kamloops This Week</i>	29,682
	Kelowna		
British Columbia	West Kelowna	<i>Kelowna Capital News</i>	43,465
British Columbia	Kent	<i>Agassiz-Harrison Observer</i>	2,819
British Columbia	Kimberley	<i>Kimberley Bulletin</i>	943
British Columbia	Kitimat	<i>Kitimat Northern Sentinel</i>	822
British Columbia	Ladysmith	<i>Ladysmith Chronicle</i>	4,116
British Columbia	Lake Country	<i>Winfield Lake Country Calendar</i>	4,200
British Columbia	Merritt	<i>Merritt Herald</i>	6,092
British Columbia	Nanaimo	<i>Nanaimo News Bulletin</i>	31,786
British Columbia	North Cowichan	<i>Duncan Cowichan Valley Citizen</i>	21,276
	North Saanich		
British Columbia	Sidney	<i>Peninsula News Review</i>	14,753
British Columbia	Osoyoos	<i>Osoyoos Times</i>	2,200
	Parksville		
British Columbia	Qualicum Beach	<i>Parksville Qualicum News</i>	16,656
British Columbia	Peachland	<i>Peachland View</i>	2,799
British Columbia	Penticton	<i>Penticton Western News</i>	21,848
British Columbia	Port Alberni	<i>Alberni Valley News</i>	9,349
British Columbia	Powell River	<i>Powell River Peak</i>	7,575
British Columbia	Prince George	<i>Prince George Citizen</i>	21,000
British Columbia	Prince Rupert	<i>Prince Rupert Northern View</i>	5,669

Schedule A

Province	Municipality	Newspaper	Circulation
British Columbia	Quesnel	<i>Quesnel Cariboo Observer</i>	5,672
British Columbia	Revelstoke	<i>Revelstoke Times Review</i>	1,800
British Columbia	Salmon Arm	<i>Salmon Arm Observer</i>	2,119
British Columbia	Sechelt	<i>Coast Reporter</i>	11,670
British Columbia	Smithers	<i>Smithers Interior News</i>	2,727
British Columbia	Sooke	<i>Sooke News Mirror</i>	5,773
British Columbia	Summerland	<i>Summerland Review</i>	1,300
British Columbia	Terrace	<i>Terrace Standard</i>	9,001
British Columbia	Trail	<i>Trail Times</i>	2,608
British Columbia	Armstrong Coldstream Spalumcheen Vernon	<i>Vernon Morning Star</i>	28,282
British Columbia	View Royal	<i>Victoria News</i>	24,510
British Columbia	Williams Lake	<i>Williams Lake Weekend Advisor</i>	9,060
Manitoba	Beausejour		
Manitoba	Pinawa	<i>The Clipper (Lac du Bonnet)</i>	13,300
Manitoba	Boissevain	<i>The Recorder</i>	1,200
Manitoba	Carman	<i>The Valley Leader</i>	5,709
Manitoba	Dauphin	<i>Dauphin Herald</i>	
Manitoba	The Pas	<i>Opasquia Times</i>	
Manitoba	Roblin	<i>Roblin Review</i>	
Manitoba	Russell	<i>Russell Banner</i>	
Manitoba	Swan River	<i>Swan Valley Star & Times</i>	11,038
Manitoba	Flin Flon	<i>Flin Flon Reminder</i>	1,275
Manitoba	Gimli	<i>Interlake Spectator</i>	10,599
Manitoba	Killamey	<i>The Guide</i>	TBD
Manitoba	Minnedosa	<i>The Minnedosa Tribune</i>	1,775
Manitoba	Neepawa	<i>Neepawa Banner & Press</i>	8,009
Manitoba	Portage La Prairie	<i>The Graphic Leader/Daily Graphic</i>	9,640
Manitoba	Selkirk	<i>The Selkirk Journal</i>	15,180
Manitoba	Souris	<i>Souris Plaindealer</i>	700
Manitoba	Steinbach	<i>The Carillon</i>	4,439
Manitoba	Stonewall	<i>The Stonewall Argus & Teulon Times</i>	5,860
Manitoba	Gillam		
Manitoba	Thompson	<i>Thompson Citizen</i>	3,800
Manitoba	Virden	<i>Virden Empire-Advance</i>	1,600
New Brunswick	Bouctouche		
New Brunswick	Codiac	<i>Acadie Nouvelle</i>	19,552
New Brunswick	Campbellton	<i>Campbellton Tribune</i>	1,904
New Brunswick	Hampton	<i>Kings County Record</i>	2,366
New Brunswick	Oromocto	<i>The Telegraph Journal</i>	21,901
New Brunswick	Sackville	<i>Sackville Tribune-Post</i>	1,618
New Brunswick	Saint Andrews	<i>St. Croix Courier</i>	2,900
Nova Scotia	Antigonish	<i>The Casket</i>	20,781
Nova Scotia	Pictou	<i>The Advocate</i>	3,500
Nova Scotia	Windsor	<i>Hants Journal/Valley Journal Advertiser</i>	2,930
Nova Scotia	Shelburne		
Nova Scotia	Yarmouth	<i>Tri-County Vanguard</i>	3,632
Prince Edward Island	Cornwall		
Prince Edward Island	Stratford	<i>The Guardian</i>	11,669
Saskatchewan	Humboldt	<i>The East Central Recorder</i>	13,000
Saskatchewan	Meadow Lake	<i>Northern Pride</i>	4,200
Saskatchewan	Melfort	<i>Melfort Journal</i>	21,766
Saskatchewan	North Battleford	<i>The Battlefords Regional News-Optimist</i>	13,700
Saskatchewan	Swift Current	<i>The Southwest Booster</i>	TBD
Saskatchewan	Martensville		
Saskatchewan	Warman	<i>Clark's Crossing Gazette</i>	16,168

Schedule A

Province	Municipality	Newspaper	Circulation
Saskatchewan	Yorkton	<i>This Week Marketplace</i>	19,975
TOTAL			858,049

Schedule B

List of Municipalities with Municipal Police Service Agreements

British Columbia			
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	
Hope	Osoyoos	Smithers	
Alberta			
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	Okotoks	Stony Plain	
Saskatchewan			
Humbolt	Meadow Lake	North Battleford	Warman
Martensville	Melfort	Swift Current	Yorkton
Manitoba			
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 Brunswick			
Bouctouche	Codiac	Oromocto	Saint Andrews
Campbellton	Hampton	Sackville	
Nova Scotia			
Antigonish	Shelburne	Windsor	Yarmouth
Pictou			
Prince Edward Island			
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 9S9
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
Yarthumbouth Area Office	1C Second Street	Yarthumbouth	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. Catharines	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	Sault 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

CHERYL TILLER, MARY-ELLEN COPLAND AND DAYNA ROACH **and**
Plaintiffs

HER MAJESTY THE QUEEN
Defendant

FEDERAL COURT
PROPOSED CLASS PROCEEDING

Brought pursuant to the *Federal Courts Rules*,
SOR/98-106

MOTION RECORD OF THE
REPRESENTATIVE PLAINTIFFS

KLEIN LAWYERS LLP

Nicola Hartigan
400 – 1385 West 8th Avenue
Vancouver, BC V6H 3V9
Phone: (604) 874-7171
Fax: (604) 874-7180

HIGGERTY LAW

Jill Taylor
Main Floor, Millennium Tower
101 - 440 2nd Avenue SW
Calgary, AB T2P 5E9
Phone: (403) 503-8888
Fax: (587) 316-2260

Lawyers for the Plaintiffs, Cheryl Tiller,
Mary-Ellen Copland and Dayna Roach