

Final Report on

# **Tiller/Copland/Roach RCMP Class Action**

Office of the Assessors

June 2022

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ISBN 978-1-7781057-1-5

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# **Tiller/Copland/Roach**

## **RCMP Class Action**

### ***Office of the Assessors***

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June 7, 2022

Commissioner Brenda Lucki  
Royal Canadian Mounted Police  
73 Leikin Drive  
Ottawa, ON  
K1A 0R2

Dear Commissioner Lucki,

I write on behalf of the Assessors appointed under the Tiller/Copland/Roach Settlement Agreement.

A total of 615 claims were received and processed under the Settlement Agreement. Of those, 562 were deemed complete and received substantive evaluation by our Office, including settling the amounts of compensation to be paid.

Having concluded our assessment duties, and as directed by the Federal Court in approving the Settlement Agreement, we have prepared a report with our general observations regarding the claims and our recommendations to the RCMP to assist in minimizing workplace sexual and gender-based harassment and discrimination.

This report follows on the one delivered after the assessment of claims under the Merlo Davidson settlement. While we generally support the recommendations in that report, we now offer recommendations and considerations that are responsive to the particular class of claimants from whom we heard: women who worked or volunteered in RCMP workplaces but were not directly employed by the RCMP. Addressing the systemic problem of sexual and gender-based harassment and discrimination in a large and complex organization such as the RCMP will require commitment from all who work within and alongside it.

We acknowledge your pledge to meaningful change within the RCMP. This report underscores the urgency of that work and acknowledges the pain and trauma caused by harassment and a range of deeply objectionable and unsafe conduct in RCMP workplaces, which has persisted for too long.

Yours sincerely,



Hon. Pamela Kirkpatrick



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# Executive Summary

In November 2017, Cheryl Tiller, Mary-Ellen Copland, and Dayna Roach commenced a class action against Canada (“*Tiller*”), alleging that the RCMP had failed to take reasonable measures to ensure that members of the class (women working in RCMP-controlled workplaces or under RCMP supervision, who were not themselves RCMP members or direct employees of the RCMP) could work in an environment free of gender- and sexual orientation–based harassment and discrimination. In June 2019, the parties entered into a final settlement agreement (the “Settlement Agreement”) to resolve the claims of Primary Class Members as defined in that agreement. The Federal Court approved the Settlement Agreement in March 2020.

Our role as Assessors was to review, evaluate, and decide whether claims were eligible for compensation and, if eligible, the appropriate level of compensation as set out in the Settlement Agreement. Of the 615 claims made, 562 were assigned to the Office of the Assessors and all have now been determined. In accordance with the Settlement Agreement, we have drafted this report to “provide an overview of the Assessors’ observations and recommendations stemming from [their] work in assessing Claims.”

Based on the compelling accounts of hundreds of women, we are convinced that the RCMP requires meaningful and timely change. Claimants experienced systemic gender- and sexual orientation–based harassment throughout the class period from 1974 to 2019. It has impacted claimants, and their families as Secondary Class Members, in ways that cannot be measured by settlement monies alone.

This is the second report in a year and a half to result from class actions against the RCMP for gender- and sexual orientation–based harassment. In November 2020, the Honourable Michel Bastarache released his report (the “*Merlo* Report”) on the implementation of the settlement agreement in *Merlo v. Canada*. That case focused on the harassment of and discrimination against female RCMP members and employees, and the report recounts much of the same conduct experienced by the *Tiller* claimants. We generally support the recommendations made in the *Merlo* Report, and have included our own recommendations that relate directly to what we heard from the *Tiller* claimants.

# Process

Although the potential class list compiled by Canada included over 42,000 names, there were only 615 claims made in response to the *Tiller* Settlement Agreement. Factors contributing to the low number of claims may include the effects of the COVID-19 pandemic, fear of retribution, and an RCMP culture that derided reporting, including through litigation and settlements like this, and discouraged potential claimants from coming forward.

Of the 615 claims, 53 were closed at the outset because they were incomplete, duplicates, or withdrawn. The remaining 562 were assigned to the Office of the Assessors. Due to pandemic precautions, all work of the Office of the Assessors was conducted remotely, and claimant interviews proceeded via video conference or telephone. There were three focal issues when assessing claims: Was the claimant a Primary Class Member? If so, did the claim establish harassment as defined in the Settlement Agreement? And if so, what was the level of harm experienced and the consequent compensation?

The definition of Primary Class Members presented numerous interpretive challenges, resulting in many obstacles and delays in resolving claims. Chief among these challenges was the overlap with *Merlo* and the requirement to determine whether a claimant had been a class member in that action and whether she was therefore excluded as such from *Tiller*.

Once a claimant was verified as a Primary Class Member, the onus was on them to show on a balance of probabilities that they had experienced harassment as defined by the Settlement Agreement. Claimant interviews provided the Assessors with an opportunity to assess allegations in a non-adversarial manner. Issues of eligibility, credibility, and causation were identified and addressed when they arose.

Of the 562 claims assigned to the Assessors, 145 (26 percent) were denied. The most common reason for denying a claim was a failure to meet at least one of the criteria for harassment as defined in the Agreement. Eighty-three claims were denied for this reason.

If the claim established harassment as defined in the Agreement, the Assessor determined the appropriate level of compensation within a framework of six levels of injury, rising from minimal to severe, with associated levels of compensation. Claims that consisted of multiple incidents were assessed on a global basis. There were claims assessed at each of the six levels. A total of \$20,109,500 was awarded in compensation under the Settlement Agreement. Of this amount, \$18,562,476 was distributed to 417 Primary Class Members and 79 Secondary Class Members, after deductions for class counsel fees of \$1,547,024 (including sales tax).

# Observations

The culture within RCMP workplaces tolerated misogyny, homophobia, and a range of other prejudices and deeply objectionable misconduct within its ranks and leadership.

There was no typical profile in the claimants' RCMP careers or volunteer roles. They exhibited significant variation in the duration, locations, and descriptions of their work. Many performed critical duties in RCMP detachments, such as clerical and administrative work, 911 communications, and custodial duties. Some were students interested in police careers. Others worked or volunteered in community service organizations such as victim services. Some were skilled experts in areas such as administration, finance, information systems, and forensic science. Despite their disparate profiles, the 417 claimants who received compensation were united by the harassment each experienced in the RCMP workplace—across every decade of the class period and arising from workplaces in every province and territory.

In the hierarchical and patriarchal culture of the RCMP, the *Tiller* claimants were routinely treated as the “lowest of the low” and looked on as “less than” uniformed members. They were routinely subjected to an array of highly inappropriate conduct that can never be condoned, including vulgar comments and taunts about their bodies, sexualized comments about their apparel, unwanted touching, inappropriate access and use of their personal information, and slurs targeting their race, ethnic origin, Indigenous identity, sexual orientation, or disability.

The all-too-common attitude was that women were in the workplace for the sexual amusement and gratification of male members. Pornography was a regular feature of harassment. The level of violence and incidents of sexual assault that were reported in many claims were shocking, and the number of sexual assaults that occurred on RCMP premises raises concerns about workplace safety and security.

The gender and sexual harassment had multiple and often cascading negative impacts on the claimants—on their self-worth and self-confidence, their health and well-being, their careers, finances, families, and personal relationships. The claimants expressed ingrained mistrust of and betrayal by the RCMP. They experienced high levels of stress and anxiety, which often resulted in negative impacts on their families. There were no or inadequate resources to assist claimants to deal with their pain.

There were also negative impacts on the RCMP as an institution: it experienced immeasurable organizational losses, including loss of skilled and experienced workers, decreased productivity, absenteeism, and lowered morale.

There were significant deterrents to reporting or avoiding the harassment: fear of retribution or potential financial repercussions, a power imbalance rooted in the RCMP hierarchy, the treatment of sexual harassment policies as a joke, a failure to impose consequences on perpetrators, and the absence of a clear route for complaints all discouraged claimants from reporting the harassment.

# Recommendations

Our recommendations are aimed at the most prevalent issues and themes we heard through our assessment of the claims in the *Tiller* process: systemic barriers, reporting, mental health supports, training and education, and workplace safety and security. The recommendations that follow are in keeping with our specific mandate under the Settlement Agreement. We are confident that our recommendations, if followed, will contribute to the required changes we have identified. However, they cannot, on their own, address the full extent of the cultural change required at the RCMP.

## **We make the following recommendations to the RCMP:**

1. Acknowledge, examine, identify, and rectify the systemic barriers that perpetuate and prolong the unreported and unaddressed harassment of women in RCMP workplaces.
2. Establish an effective, independent, and external process for receiving and investigating complaints of harassment committed by RCMP members and employees.
3. Initiate and design a coordinated complaints process between the RCMP and those third parties with employees, contractors, or volunteers actively engaged with the RCMP. The expansion of the Independent Centre for Harassment Resolution's mandate to include those reflected in this class action should be considered.
4. When designing the coordinated complaints procedure, include the position of a dedicated complaints facilitator, to provide potential complainants with guidance in matters prior to engaging in the complaints process and during the process itself.
5. Ensure that drug and alcohol awareness programs are in place across the RCMP and are available to all who work alongside the RCMP.
6. Provide enhanced training and education across the organization for an integrated, respectful, and accountable workplace.
7. Conduct a review of workplace security in order to ensure the safety and security of women in RCMP workplaces.

# Introduction

On November 2, 2017, Cheryl Tiller, Mary-Ellen Copland, and Dayna Roach commenced a class action against Canada, alleging gender- and sexual orientation–based harassment and discrimination in the workplace by the Royal Canadian Mounted Police (“*Tiller*”).

The claim was described as follows by the Federal Court ([2020 FC 321](#)):

[9] This action was commenced November 2, 2017. The Plaintiffs allege that the RCMP was negligent and in breach of s 15 of the *Canadian Charter of Rights and Freedoms*, Part I of the *Constitution Act, 1982*, being Schedule B to the *Canada Act 1982* (U.K.), 1982, c 11, in failing to take reasonable measures to ensure that “Primary Class Members” could work in an environment free of gender and sexual orientation based harassment and discrimination. The Plaintiffs further allege that the Defendant Crown is liable for the action of individuals who worked for the RCMP and were at all material times Crown servants pursuant to the *Crown Liability and Proceedings Act*, RSC 1985, c C-50. The Plaintiffs claim that this conduct caused them psychological and physical injuries.

Following discussions, the parties entered into a final settlement agreement dated June 21, 2019 (the “Settlement Agreement”), to resolve the claims of Primary Class Members as defined in that agreement.<sup>1</sup> As will be seen, the definition of Primary Class Members presented numerous interpretive challenges, resulting in many obstacles and delays in resolving claims.

On March 10, 2020, the Federal Court approved the Settlement Agreement. In accordance with the Settlement Agreement, the Federal Court approved the appointment of Deloitte LLP as Administrator of the assessment process and approved the appointment of the Honourable Louise Otis, the Honourable Pamela Kirkpatrick, and the Honourable Kathryn Neilson, all retired judges, as Assessors. The Assessors’ role was to review, evaluate, and decide whether claims were eligible for compensation and, if eligible, the appropriate level of compensation as set out in the Settlement Agreement.<sup>2</sup>

The claims process set out in the Settlement Agreement is unlike a typical civil proceeding. It is confidential and non-confrontational. Those individuals who are said to have harassed claimants are not notified that a claim has been made in this process in connection with their misconduct; neither they nor their employer (on their behalf) participates in the claims assessment process. These individuals risk and face no sanctions or other consequences being imposed on them as a result of this process.

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<sup>1</sup> Attached to this report is an [Appendix](#) containing the Settlement Approval Order ([2020 FC 320](#)) dated March 10, 2020, approving the June 21, 2019, Settlement Agreement (attached to the Settlement Approval Order as Schedule A) and a Supplemental Agreement dated October 1, 2019 (attached to the Settlement Approval Order as Schedule B).

<sup>2</sup> *Tiller v. Canada*, 2020 FC 320 (order approving settlement) and 2020 FC 321 (reasons for order).

The advantage of the claims assessment process under the Settlement Agreement is to allow claimants to have their claims decided in a fair, efficient, and private manner.

In mid-March 2021, the Honourable Louise Otis resigned as an Assessor and undertook a mandate with the United Nations. On May 6, 2021, the Honourable Susan Lang and the Honourable Deborah Gass, also retired judges, were appointed as additional Assessors.<sup>3</sup>

The Office of the Assessors was very fortunate to have the assistance of several experienced and talented legal counsel (who were referred to in the Settlement Agreement as “law clerks”): Sarah Hudson, Teresa Carluccio, Meagan Lang, and Lindsay Aagaard. In addition, three capable administrative assistants kept the flow of claims and decisions moving efficiently: Leslie Blazicka, Susan McEvoy, and Christine Dallaire.

The *Tiller* class action followed on the action in *Merlo v. Canada*<sup>4</sup> (“*Merlo*”) and has many parallels with it. The *Merlo* class action was primarily concerned with harassment of and discrimination against female RCMP members.<sup>5</sup> Like *Merlo*, the claim in *Tiller* and the resulting Settlement Agreement addressed (mis)conduct in RCMP-controlled workplaces, but the focus in *Tiller* was on a large group of women<sup>6</sup> who were not part of the *Merlo* class: non-RCMP personnel and employees, or volunteers engaged with the RCMP.

The RCMP is a large and complex organization. It is unique among departments and agencies in the Federal Public Service in that it uses a variety of personnel in order to fulfill its mandate as a national police service—many of whom are not RCMP members or RCMP employees.<sup>7</sup> For example, as part of community policing, the RCMP actively engages with volunteer and non-profit organizations, such as victim services organizations and crime prevention programs. To provide security services at many of its buildings, the RCMP regularly enters into contracts with the Corps of Commissionaires. A final and familiar example is the RCMP’s agreements with various provinces or municipalities to provide police services. Under these arrangements, the relevant municipalities provide all necessary municipal staff, including administrative support, dispatch operators, stenographers, guards, and maintenance. These municipal employees are often supervised by RCMP members and work in RCMP-controlled workplaces, but the RCMP is not their employer.<sup>8</sup>

The *Tiller* claimants worked in RCMP-controlled workplaces and were often supervised by RCMP members, but most were not directly employed by the RCMP.

<sup>3</sup> [2021FC.403](#).

<sup>4</sup> [2017FC.533](#).

<sup>5</sup> Members of the RCMP are appointed pursuant to the *Royal Canadian Mounted Police Act*, R.S.C. 1985, c. R-10. The term “member” includes Regular Members, Civilian Members, and Special Constable Members (*Royal Canadian Mounted Police Regulations, 2014*, SOR 2014-281). Regular Members are appointed to a rank and are primarily responsible for carrying out the RCMP’s policing duties.

<sup>6</sup> We use the word “women” in this report to refer to all women regardless of their assigned sex at birth. The language of the Settlement Agreement describes class members as those who are “female or publicly identify as female.”

<sup>7</sup> Affidavit of Pierre Lebrun, sworn March 13, 2019, in *Greenwood v. Canada*, Federal Court file no. T-1201-18 (“Lebrun affidavit”). The Lebrun affidavit provides an overview of the organizational structure, hierarchy, and work of the RCMP.

<sup>8</sup> Lebrun affidavit.

The Honourable Michel Bastarache was both the administrator and lead assessor in *Merlo*. In November 2020, he issued a comprehensive final report on the implementation of that settlement agreement, entitled “Broken Dreams, Broken Lives: The Devastating Effects of Sexual Harassment on Women in the RCMP” (the “*Merlo Report*”).<sup>9</sup> His report sets out his observations arising from his review of the 3,086 claims filed in that settlement and recounts much of the same conduct experienced by the claimants in the *Tiller* claims process. We encourage the reader of our report to read the *Merlo Report* in order to understand the full extent of the issues.

We are indebted to the members of the *Merlo* assessment team who generously shared with us the obstacles they encountered and overcame, the procedures they developed, and the recommendations they made. Through their generosity we were able to develop procedures such as Assessment Reports for each claim, standardized correspondence with counsel and claimants, and mechanisms for ensuring confidential interviews with claimants.

We were fortunate to have a lengthy training session with lead counsel for the Office of the Independent Assessor in the *Merlo* settlement process. This was exceptionally helpful in highlighting the many issues, both substantive and procedural, that we could expect to encounter in our assessments.

In *Tiller*, the Office of the Assessors was constituted in the summer of 2020, which coincided with the implementation date of the Settlement Agreement: July 16, 2020. In total, the Administrator received 615 claims, 53 of which were closed by the Administrator because they were incomplete, duplicates, or withdrawn. The remaining 562 claims were assigned to the Office of the Assessors and assessed. A total of \$20,109,500 was awarded in compensation under the Settlement Agreement. Of this amount, \$18,562,476 was distributed to 417 Primary Class Members and 79 Secondary Class Members, after deductions for class counsel fees of \$1,547,024 (including sales tax).

All claims have now been determined. In accordance with the Settlement Agreement, the Assessors’ duties include drafting a report “that will provide an overview of the Assessors’ observations and recommendations stemming from [their] work in assessing Claims.”<sup>10</sup>

This is that report.

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<sup>9</sup> <https://www.rcmp-grc.gc.ca/en/final-report-implementation-merlo-davidson-settlement-agreement>.

<sup>10</sup> Settlement Agreement, article 6.04(1)(c).

# Part 1: The Claims Assessment Process

## I. General Observations

### **(A) Fewer claimants than expected: COVID-19 and other factors**

As noted, the Federal Court approved the settlement in *Tiller* on March 10, 2020. Days later, the world was plunged into a pandemic, which persisted throughout the assessment process. The initial impact of this on the *Tiller* claims process was the delayed implementation of the Settlement Agreement until July 16, 2020, after extensions were granted due to pandemic circumstances affecting Court operations.<sup>11</sup> In practical terms, this also delayed the commencement of reviewing and deciding claims.

Under the terms of the Settlement Agreement, claimants had six months, until January 12, 2021, to submit their claims. The plaintiffs applied for an order granting an extension of time due to the exceptional circumstances of the COVID-19 pandemic. Canada consented to this extension request. On January 6, 2021, the Federal Court granted an extension to April 22, 2021, for any Primary Class Member who had, on or before January 12, 2021, informed class counsel or the Assessor that she intended to file a claim for compensation under the Settlement Agreement (“the Deemed Exceptional Circumstances Order”).<sup>12</sup>

The Administrator and class counsel provided lists to the Office of the Assessors with the names of 447 individuals who met the terms of the Deemed Exceptional Circumstances Order and could file a late claim without needing to apply for an extension. For those who missed the claim deadline and who were not subject to the Deemed Exceptional Circumstances Order, the Settlement Agreement allowed for applications for an extension of time. These were also due, along with a completed claim form and all supporting documents, by April 22, 2021.<sup>13</sup> The claimant was required to demonstrate that exceptional circumstances had prevented her from submitting her claim by the January 12, 2021, deadline. An Assessor decided whether to grant the request for deadline extension.

Despite the Deemed Exceptional Circumstances Order and the opportunity for any claimant to make an application for an extension of time up until April 22, 2021, the total number of claims in the *Tiller* process was far below the estimates of the parties and represented a small

<sup>11</sup> [2020 FC 845](#) (order re implementation date).

<sup>12</sup> [2021 FC 25](#).

<sup>13</sup> Settlement Agreement, article 7.05(2).

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# 73

Number of claims submitted by class counsel and individual claimants after the January 12, 2021, deadline pursuant to the Deemed Exceptional Circumstances Order

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# 23

Number of extension requests received from claimants who did not meet the requirements of the Deemed Exceptional Circumstances Order

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# 01

Number of late claim forms without an extension request/ incomplete extension request (inadmissible)

percentage of potential claimants. A potential class member list prepared by Canada at the outset of the process identified over 42,000 women who had occupied positions set out in the definition of Primary Class Members during the class period, from September 16, 1974, to July 5, 2019. We can only surmise that the COVID-19 pandemic affected the filing of claims. It may, as class counsel suggests,<sup>14</sup> have impacted the efficacy of the notice program, as well as the capacity of claimants to come forward while in the throes of adjusting to and managing changing pandemic circumstances and attendant stresses. For example, many of those claimants who made individual applications for extensions of time referred to the effects of COVID-19 on their family and caregiving responsibilities, resulting in a delay in filing a claim.

Quite apart from the challenges posed by COVID-19, there were other factors that influenced the filing of claims. Many claimants reported that they feared retribution for raising incidents of misconduct in the workplace. They reported having witnessed the impacts on co-workers who lodged complaints, including loss of training opportunities, stalled career advancement, and adverse effects on their mental health. These claimants reported that they had been reluctant to file a claim in this confidential process for fear that their involvement would be disclosed and their lives similarly disrupted.

The Assessors heard from claimants that notices of the *Merlo* settlement posted in the workplace attracted derision from members and discouragement in filing claims. More than one claimant reported that a member jokingly suggested that if she filed a harassment complaint naming him, they could share the proceeds of the claim. Several claimants whom the Assessors interviewed expressed surprise at the low number of claims filed in this class action compared to *Merlo*, especially in light of the pervasive misconduct they witnessed in their workplaces.

Whatever the reasons that might explain the relatively low number of claims in this class action, it is important to note that a feature of this Settlement Agreement is that all claims against Canada by *Tiller* Primary Class Members in relation to gender- and sexual orientation-based harassment they experienced while engaged with the RCMP have been released (except those who opted out of the action).<sup>15</sup>

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<sup>14</sup> Meghan Grant, "\$100M RCMP class-action team hears 'horrifying' stories of abuse and rape but claimant numbers low," CBC News, November 18, 2020: <https://www.cbc.ca/news/canada/calgary/rcmp-class-action-lawsuit-non-police-women-deadline-1.5805784>.

<sup>15</sup> Settlement Agreement, article 9; see also 2020 FC 320.

## **(B) Assessments conducted remotely**

COVID-19 precautions required all steps in the assessment process to be done remotely, including claimant interviews. This entailed setting up home offices and a virtual Office of the Assessors. There were, however, unexpected benefits of working under COVID-19 restrictions. A virtual office eliminated the need for office space and travel expenses for the Assessors and their staff. It also meant that claimants who were interviewed were spared the stress of travelling to their interviews and arranging time off work. They could instead be interviewed in the privacy and comfort of a space they considered safe.

## **(C) Other delays and challenges**

Unlike the administration of the *Merlo* settlement, in which the Honourable Michel Bastarache was both the administrator and lead assessor, the Assessors in *Tiller* were reliant on the Administrator, Deloitte, for developing the processes by which the claims would be received, reviewed for completeness, and finalized by payment or notification of the denial of the claim. It was not until after the Assessors were retained that it became clear that there were multiple unexpected challenges to overcome before the assessment of claims could begin. These included staffing the Office of the Assessors, setting up internal procedures to ensure the proper and confidential assessment of the claims, and acquiring computers and training on software provided by Deloitte.

An overarching theme of the Settlement Agreement is the confidentiality of the process.<sup>16</sup> As we have noted, claimants whose experience with the RCMP taught them to anticipate retribution needed to be assured that their claim could be made in confidence. Accordingly, it was critical that relevant, sensitive documents could be delivered in a secure manner. When it was discovered that the Administrator's software closed its secure online portal sixty days after the filing of a claim, it became necessary to set up a secure ShareFile system for counsel for represented claimants to continue to deliver documents to the Office of the Assessors. Self-represented claimants were asked to submit supplemental documents through the Administrator by mail (registered or otherwise), fax, or email. Claimants were advised to choose a delivery method appropriate for the sensitivity of the information in the documents. More than half of all claimants were self-represented. The Office of the Assessors was assiduous in maintaining, to the best of its ability, the confidentiality of the claimants, their identities, and their stories.

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<sup>16</sup> Settlement Agreement, article 12.01.

## II. Assessment of Claims by the Office of the Assessors

### **(A) Overview of the process**

Each claimant was required to complete a thirty-five-page claim form that recorded information relevant to her claim, including personal details and a description of the objectionable conduct and its impact. Claimants were required to include supporting documents that assisted in verifying their work history and connection with the RCMP and the nature and effect of the harassment they experienced. Each claimant signed a declaration at the end of the claim form and accepted that by doing so she effectively stated its contents to be made under oath or affirmation.

The claimants sent their claim forms and other documents to the Administrator, who then uploaded claims packages to a claims management platform, which the assessment team accessed remotely.

A gratifying aspect of the development and operation of the Office of the Assessors was the collegiality of its members. We met every two weeks to discuss administrative issues, problematic claims, and issues concerning eligibility. This served to identify common approaches to the issues and ensure consistency in the assessment process. The entire team was available to meet at other times whenever it was necessary.

The first fifteen claims became available for review by Assessors and law clerks in September 2020, and the assessment process began in earnest in November 2020. Claims were assigned to an Assessor and law clerk pair, who conducted independent reviews of the claims for eligibility and the presence and degree of harassment. The law clerks developed a template for a comprehensive Assessment Report that was used in each claim to record the facts required to establish entitlement to compensation. Discussion between Assessor and law clerk followed to identify the steps necessary to complete the Assessment Report and permit the Assessor to proceed to assessment. In many claims, this included scheduling and holding an interview with the claimant. Final decisions were conveyed to claimants by standardized letters from the Assessors.

The Settlement Agreement required the Assessors to determine three focal issues when evaluating claims:

1. Whether a claimant was a Primary Class Member and therefore eligible to participate in the *Tiller* assessment process.
2. Whether, if eligible, the claim established harassment as defined in the Settlement Agreement (“Defined Harassment”<sup>17</sup>).
3. If Defined Harassment was established, the third issue was the level of harm experienced and the consequent compensation.

While these issues were considered in a non-adversarial context, the claimants bore the burden of proving eligibility and establishing on a balance of probabilities that the alleged incidents occurred, that they occurred in connection with the workplace, and that the impact rose to the level of compensability set out in the Settlement Agreement.

## **(B) Verifying eligibility as a Primary Class Member**

In its reasons for the Settlement Approval Order,<sup>18</sup> the Federal Court identified the definition of the Class as a key provision of the *Tiller* Settlement Agreement:

[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.

...

[17] It was essential that there be a significant and meaningful connection with the RCMP. With input from the Court, the parties described that connection not only in terms of supervision and management but also in terms of circumstances where the RCMP was exercising control over the relevant personnel—paid employees or volunteers.

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<sup>17</sup> *Infra* [note 39](#); “Harassment” in Settlement Agreement.

<sup>18</sup> 2020 FC 321.

[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.

The Settlement Agreement defined Primary Class Members as follows:

“Primary Class Members” means all current and former living Municipal Employees, Regional District Employees, employees of non-profit organizations, volunteers, Commissionaires, Supernumerary Special Constables, consultants, contractors, public service employees, students, members of integrated policing units and persons from outside agencies and police forces who are female or publicly identify as female and who were supervised or managed by the RCMP or who worked in an RCMP controlled workplace during the Class Period, excluding individuals who are primary class members in *Merlo and Davidson v. Her Majesty the Queen*, Federal Court Action Number T-1685-16 and class members in *Ross, Roy, and Satalic v. Her Majesty the Queen*, Federal Court Action Number T-370-17 or *Association des membres de la police montée du Québec inc., Gaétan Delisle, Dupuis, Paul, Lachance, Marc v. HMTQ*, Quebec Superior Court Number 500-06-000820-163.<sup>19</sup>

This definition covers a broad range of personnel with multiple occupations and employers. Such an expansive definition invites a summary description of the class as, for example, “non-policing” or “non-uniformed” or “civilian” employees, personnel, or volunteers. But, in our experience, these summary form labels are best resisted, as they risk oversimplifying the constituents of both the *Merlo* and *Tiller* classes, and the distinctions between them. The broad definition of Primary Class Members in *Tiller* presented challenges and complexities for the claims assessment process, specifically with respect to verifying claimant eligibility.

#### **(i) Administrator’s preliminary review**

Class membership was a live concern for both the Administrator and Assessors in the claims process. The Settlement Agreement contemplated that the Administrator would, in the course of receiving claims and preparing them for the Assessors’ review, conduct a preliminary review of class membership. This review was based on the claim form and supporting documentation, the class list provided by Canada, and any other information the Administrator sought, keeping in mind the importance of claimant confidentiality.<sup>20</sup>

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<sup>19</sup> Settlement Agreement, Article 1.01.

<sup>20</sup> Settlement Agreement, Schedule B, para. 22.

Based on this review, the Administrator was to make a preliminary recommendation as to whether a claimant was a class member.<sup>21</sup> In practice, the Administrator ultimately left the determination of eligibility of claims to the Office of the Assessors.

The class list provided by Canada had limitations. The parties recognized that Canada had limited information about the Primary Class Members who were not employees of the RCMP. Also, the class list was generated from the RCMP's digitized Human Resources Management Information System (HRMIS), which has only been in use since 1998. The class period in *Tiller* began in 1974. The Settlement Agreement explicitly acknowledged the list's 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.<sup>22</sup>

Consequently, a significant number of claims in which compensation was awarded (220) were from claimants who did not appear on the class list, despite its 42,120 entries.

### **(ii) Assessor's duty to verify class membership**

The Settlement Agreement provided that before assessing the substance of a claim and determining whether a claimant had experienced harassment as defined in the Agreement and was therefore entitled to compensation, the Assessor must be satisfied that the claimant was a Primary Class Member.<sup>23</sup>

There were many challenges in determining eligibility for a particular claimant. Claimants often, and often understandably, had insufficient documentation to support their claim. The legal staff of the Office of the Assessors worked diligently and assiduously to ensure the proper determination of this critical issue of eligibility, so that every eligible claim would be fully considered and ineligible claims would be denied. The Assessors are indebted to our staff for their commitment to this gatekeeping task, which was far from straightforward in a great many claims.

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<sup>21</sup> Settlement Agreement, Schedule B, para. 23.

<sup>22</sup> Settlement Agreement, Schedule B, Appendix 3.

<sup>23</sup> Settlement Agreement, Schedule B, para. 30.

Prior to moving a claim forward for assessment, the Office of the Assessors started by verifying that a claimant satisfied the following elements of the definition of Primary Class Members:

- living,
- female or publicly identified as female,
- supervised or managed by the RCMP or worked in an RCMP-controlled workplace during the class period,
- former or current work,<sup>24</sup>
  - 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
- Persons from outside agencies and police forces
- was not a primary class member in any of these previously initiated class actions:
  - *Merlo*
  - *Ross, Roy, and Satalic v. Her Majesty the Queen* (“Ross”)<sup>25</sup>
  - *Association des membres de la police montée du Québec inc., Gaétan Delisle, Dupuis, Paul, Lachance, Marc v. HMTQ* (“AMPMQ”).<sup>26</sup>

Some of these elements were more easily ascertained than others. The question of a claimant’s work history required the most detailed attention and a high degree of care given the Assessor’s duty to verify class membership.

Under the terms of the Settlement Agreement, the onus was on the claimant to prove class membership.<sup>27</sup> The Settlement Agreement also provided as follows:

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.

<sup>24</sup> Under the Settlement Agreement, article 1.01, Definitions, “Work” includes activities carried out by volunteers.

<sup>25</sup> Federal Court Action no. T-370-17.

<sup>26</sup> Québec Superior Court no. 500-06-000820-163.

<sup>27</sup> Settlement Agreement, Schedule B: Claims Process, para. 21.

The Office of the Assessors frequently made requests for additional documentation to claimants directly, or through counsel if the claimant was represented, always keeping in mind the overarching objective of the Settlement Agreement:

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.<sup>28</sup>

No claim was denied solely due to the inability to verify whether the claimant was a Primary Class Member.

### **(iii) The exclusions**

A preliminary issue in verifying class membership was whether any of the exclusions in the definition of Primary Class Members applied. Individuals were excluded if they were primary class members in any of three other class actions: *Merlo*, *Ross*, and *AMPMQ*. This required the Office of the Assessors to have a detailed understanding of the class of potential claimants in each of those other class actions, and a sound understanding of what determined class membership for the purposes of the exclusion in *Tiller*.<sup>29</sup> Ultimately, these exclusions functioned as a guard against double compensation.

The application of these exclusions was a critical part of the eligibility analysis; in particular, the *Merlo* exclusion arose frequently. This was so for two reasons. First, the definitions of “Primary Class Members” in both the *Merlo* Settlement Agreement and the *Tiller* Settlement Agreement included public service employees. The *Merlo* Settlement Agreement formally defined Public Service Employees as 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... 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.<sup>30</sup>

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<sup>28</sup> Settlement Agreement, article 7.01.

<sup>29</sup> The class list included a notation if a claimant appeared on the potential class list in either the *Merlo* or the *AMPMQ* class actions. There was no similar information on the class list for the *Ross* action.

<sup>30</sup> *Merlo* Report, p. 114. The *Merlo* Settlement Agreement is Appendix 1 to the *Merlo* Report.

Second, a significant number of claimants had a “hybrid” work history—situations in which the claimant’s employment history corresponded with both the *Merlo* and *Tiller* classes. A hybrid work history could be either successive or concurrent. To illustrate using fictitious examples: A claimant who worked in an RCMP detachment as a municipal employee from 1990 to 1995 and then joined the RCMP as a Civilian Member in 1996 would have a successive hybrid work history. And a claimant who worked in an RCMP detachment as a municipal employee from 1990 to 1995 and joined the RCMP as an Auxiliary Constable over the same period would have a concurrent hybrid work history.

Through the release of the *Merlo* Report in November 2020, the Assessors became aware that claimants with a hybrid work history who participated in the *Merlo* settlement were assessed in that process only for incidents that occurred while they were engaged as *Merlo* Primary Class Members. Their *Tiller*-related incidents were not assessed. This was explained in the *Merlo* Report:

[T]he claimant had to be a current or former employee of the RCMP as defined in the Settlement Agreement. This definition excluded municipal employees, volunteers and contractors, as well as members of other police forces embedded in the RCMP who were not considered RCMP employees. I denied some claims on the basis that the claimant was not a current or former employee of the RCMP at the time of the incidents, as required by the definition of a Primary Class Member. Incidents that occurred while a claimant was not a Primary Class Member were not taken into consideration in fixing the compensation level...<sup>31</sup> [Underlining added.]

The Assessors discovered early in the assessment process that critical sections of the Settlement Agreement were challenging to interpret. In particular, the Assessors encountered difficulties in applying the *Merlo* exclusion and raised this issue in a memorandum to the parties in November 2020. Essentially, lack of specificity in the wording of the Settlement Agreement made a deceptively simple question (*What does it mean to be a “primary class member” in another action?*) extremely difficult to answer.

Realizing that the issue of eligibility would loom large in the assessment process, the Assessors specifically raised the eligibility of both claimants who had worked as public service employees and claimants who had a hybrid work history.

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31 *Merlo* Report, p.25.

In response to the Assessors' memo, counsel for the parties, in a joint submission, addressed the effect of a hybrid work history on a claimant's eligibility under *Tiller*:

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.<sup>32</sup>

The parties further acknowledged there were technicalities and complications in deciphering whether a public service employee belonged under *Merlo* or *Tiller*. They proposed the following approach:

[I]f 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.

This agreed interpretation allowed an expansive reading of "public service employee" in the *Tiller* Primary Class Member definition and substantial overlap between the *Merlo* and *Tiller* classes for this category of employee. This had a direct impact on the eligibility of many claims filed in the *Tiller* claims process: more than one-third of claimants identified as having a work history in the public service.

It also meant that any claimant in *Tiller* who claimed as a public service employee or who had a hybrid work history was required to demonstrate that she was not awarded compensation in *Merlo*. A special consent form, "Authorization and Direction to Release Information," was drafted and agreed upon by counsel specifically for this check.<sup>33</sup> The claimant's consent authorized an RCMP representative who was assigned for this purpose (the Director General Corporate Accounting, Policy and Control; the Director of Internal Control; or the Senior Financial Manager of Internal Control) to access the list of names of individuals who were awarded compensation in the *Merlo* settlement and disclose to the Office of the Assessors whether the claimant

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<sup>32</sup> Email from counsel for Canada to class counsel, the Office of the Assessors, and the Administrator, dated December 3, 2020.

<sup>33</sup> This consent form was also used when a claimant's entry on the class list included the comment "Yes" under the *Merlo* column, even though the claimant's work history did not provide an obvious explanation for that notation. This happened in a few isolated instances.

was awarded compensation under that settlement. These confidential *Merlo* compensation checks were run on a weekly basis. In total, the Office of the Assessors submitted 274 of these consent forms.

If a claimant disclosed the fact of compensation in the *Merlo* process or the compensation check was affirmative, the claim was denied. The fact of compensation—at any level—in *Merlo* determined the claimant's class membership in *Merlo* and therefore excluded the claimant from the definition of Primary Class Member in *Tiller*. In total, eight claims were denied because a claimant was awarded compensation in *Merlo*. Even though some of these claimants raised significant claims related to their *Tiller* work history, they could not be assessed. The Office of the Assessors directed such claimants to class counsel for information or advice.

If a claimant with a hybrid work history had not received compensation in *Merlo*, then her claim was assessed, but only on the basis of those incidents that occurred while she was a *Tiller* Primary Class Member. How this worked in practice can be illustrated using the same fictitious examples as above:

A claimant who worked in an RCMP detachment as a municipal employee from 1990 to 1995 and then joined the RCMP as a Civilian Member in 1996 would have a **successive** hybrid work history. She would require a *Merlo* compensation check. Incidents that occurred between 1990 and 1995 were compensable in *Tiller* provided the claimant did not receive any compensation at all in the *Merlo* settlement. Incidents that occurred after the claimant became a Civilian Member in 1996 were not compensable under the *Tiller* Settlement Agreement.

A claimant who worked in an RCMP detachment as a municipal employee from 1990 to 1995 and joined the RCMP as an Auxiliary Constable over the same period would have a **concurrent** hybrid work history. Her involvement as an Auxiliary Constable would require a *Merlo* compensation check. Incidents that occurred while performing municipal employee duties were compensable in *Tiller* if no compensation at all was awarded to the claimant under the *Merlo* settlement. Incidents that occurred while performing duties as an Auxiliary Constable were not compensable under *Tiller*.

The *Merlo* compensation checks confirmed only claims in which compensation was awarded. It must be noted that the *Merlo* exclusion did not completely guard against double adjudication of claims by public service employees or those with hybrid work histories, because the Office of the Assessors had no way of knowing about claims that were denied compensation in *Merlo*. Because only *Merlo* claimants who were awarded compensation were disclosed, it was possible for a claimant whose claim was denied in *Merlo* to apply in *Tiller*, be found eligible as a *Tiller* Primary Class Member, and have her claim evaluated by an Assessor in *Tiller*.

#### **(iv) The Plaintiffs' motion to approve a protocol for Auxiliary Constables**

Auxiliary Constables are specially trained volunteers who work in tandem with RCMP personnel and may participate in activities such as public safety education, crime prevention initiatives, traffic control, and general duty operational patrols with RCMP members.<sup>34</sup> Auxiliary Constables were members of the primary class in *Merlo*. That settlement agreement included the following wording:

For the purposes of this Agreement only  
"Regular Members" includes... Auxiliary Constables.

They were, therefore, excluded from *Tiller*. Claims for incidents and injuries that occurred while a claimant worked as an Auxiliary Constable were not eligible for assessment.

In June 2021, the plaintiffs filed a motion to approve a protocol for Auxiliary Constables and insert them as members of the *Tiller* primary class. The lever for this motion was the category of "volunteer" in the definition of the *Tiller* primary class, which, the plaintiffs submitted, could encompass Auxiliary Constables and create confusion about their eligibility. In reasons and an order dated January 7, 2022, the Federal Court observed that Auxiliary Constables were specifically included in *Merlo*, and individuals who were members of *Merlo* were expressly excluded from *Tiller*. The Federal Court declined to amend the Settlement Agreement to admit Auxiliary Constables.<sup>35</sup> Beginning in June 2021, the Office of the Assessors held all claims potentially impacted by the plaintiffs' motion and rendered decisions in those claims in February 2022, following the order of the Federal Court.

#### **(v) Work history**

In the course of the claims process, the Assessors learned that employment or volunteer records could vary by position, by region, and by date. Several opportunities to become involved with the RCMP were local initiatives—including many volunteer roles—which meant that there was no standardized method of recruitment, application, or training. The significant variation in claimants' profiles thus prevented any streamlined verification of class membership.

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<sup>34</sup> Lebrun affidavit, *supra* note 7.

<sup>35</sup> [2022 FC 11](#).

The Office of the Assessors paid close attention to a claimant's work or volunteer history in every claim. As a general observation, there were many gaps in the information provided in the claim packages. Because the class period extended over more than forty years, many claimants encountered real challenges in establishing the particulars of their work history with the RCMP, including documentary support for it. Many claimants also advised that COVID-19 caused delays in response times to document requests. Many human resources personnel were working remotely due to the pandemic and were unable to access archived employment files. Some claimants cited privacy and confidentiality concerns to explain why they had not requested documents from an employer.

Several resources were available to the Office of the Assessors to assist in verifying a claimant's eligibility:

- An information session with lead counsel for the Office of the Independent Assessor in the *Merlo* settlement as to the process in that class action.
- An information session for the law clerks with RCMP legal counsel and an RCMP representative to discuss organizational structure and particular employment categories.
- The class list. Where a claimant's name appeared on the class list and the entry matched the work history on the claim form, the Assessors considered class membership verified, unless other information in the claim form raised concerns or required clarification. If a claimant's name did not appear on the class list or further clarification was needed, the Office of the Assessors provided the claimant with a further opportunity to provide evidence of class membership. The law clerks provided every reasonable assistance of which they were aware.
- The Designated Contact.<sup>36</sup> Under the Settlement Agreement, the Assessors were able to request information and records from a Designated Contact (an individual with the RCMP) via a confidential process established by the Settlement Agreement. Claimants authorized the release of documents and information in the possession of the RCMP and third parties in a specific consent that was filed with their claim form. The Designated Contact was essential for verifying the eligibility of many claims. One of the categories of information and documents specifically available to the Assessor, on request, were records to verify where or when a claimant or relevant third party worked with the RCMP.
- A contact person in the litigation response team at Library and Archives Canada, to whom the Office of the Assessors directed claimants and counsel.

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<sup>36</sup> Settlement Agreement, Schedule B, Appendix 10: Release of Documents and Information Held by the RCMP to the Assessor.

Late in the mandate, the Office of the Assessors, together with counsel for the parties, became aware of the important resources of Library and Archives Canada (LAC). Thereafter, all claimants looking for documentation were directed to this invaluable resource. LAC holds the personnel files of all former public servants. This encompassed many students, supernumerary special constables, and others who were engaged by the federal public service (but not the RCMP specifically).

#### **(vi) Prior compensation**

A claimant who had been compensated from any other source, including the *Merlo* settlement, for the same injury(ies) and event(s) as claimed in *Tiller* could not be compensated again. Claimants were advised not to submit a claim in such circumstances.<sup>37</sup> As well, as part of the claim form, claimants executed a “Certification of No Prior Compensation” whereby they solemnly declared that they

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 [they are] making a claim under this settlement.

The Office of the Assessors verified whether a claimant may have already been compensated for the incidents described in her claim form.

The Prior Settlement List was generated by the RCMP in collaboration with the Department of Justice. It named fifty-seven individuals who may have claimed and potentially been awarded compensation from the RCMP in prior proceedings.<sup>38</sup>

If a claimant’s name appeared on that list, the Office of the Assessors sought information related to prior compensation. Questions were referred to a single point of contact in the Department of Justice Canada (the RCMP Legal Services) who provided any relevant information held by that department. On occasion, the Office of the Assessors also made inquiries of claimants directly. This confidential procedure was identical to the one used in the *Merlo* settlement.

Where a claim was previously resolved for the same events and injuries as those described in the *Tiller* claim form, the Assessor denied the claim and informed the claimant of the reason for denial. In some cases, following investigation of the circumstances, it became clear that a claimant had discontinued an earlier action or complaint. In those circumstances, since the matter had not been resolved, an award could be issued in *Tiller*.

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<sup>37</sup> Settlement Agreement, Schedule B, Appendix 1: Tiller/Copland/Roach Settlement Claim Form, p. 3.

<sup>38</sup> 2020 FC 320, Settlement Approval Order, para. 26; Settlement Agreement, Schedule B, Appendix 4: Identification of Previous Claims.

The Prior Settlement List had limitations. For example, it did not include claims which may have been filed against a third party without Canada's involvement or knowledge, such as a claim under a workers' compensation scheme (the inclusion of which in the list of disqualifying claims for prior compensation seemed anomalous).

Where the claimant disclosed having received compensation from a workers' compensation scheme, the Office of the Assessors made further inquiries of the claimant and asked her to provide the relevant documentation to verify whether she had received compensation in connection with the same events and injuries. If she had, the claim was denied and the claimant was advised of the reason for denial.

## **(C) Findings of Defined Harassment and awarding compensation**

### **(i) Evaluating claims of Primary Class Members**

Article 1.01 of the Settlement Agreement defined Harassment as

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.<sup>39</sup>

We refer to behaviour that meets the specific criteria set out above as "Defined Harassment."

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<sup>39</sup> Settlement Agreement, Article 1.01.

The Settlement Agreement required the Assessors to 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 [Appendices 5 and 6] of this Schedule.<sup>40</sup>

The six incremental levels of compensation were set out in Appendices 5 and 6 to Schedule B of the Settlement Agreement, which provided the framework that guided the level of compensation:

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

Each compensation level was further described in Appendix 5, in terms of both culpable conduct and the effect on the claimant. As the introductory note to Appendix 5 made clear, the description of the levels served as a guide, not a checklist:

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.<sup>41</sup>

While the descriptions of the compensation levels contained some inconsistencies and overlapping indicators, they provided a general framework for consistent decision-making. Many claimants reported multiple incidents of inappropriate conduct by several perpetrators, necessitating a global assessment of the degree and extent of the harassment and its impact. Claims were examined and awarded as a whole.

<sup>40</sup> Settlement Agreement, Schedule B, paras. 37 and [45a].

<sup>41</sup> Settlement Agreement, Schedule B, Appendix 5: Compensation Levels.

Claims assessed at Levels 1 and 2 were determined by a review of the claim package. A claimant assessed at Level 2, however, was entitled to apply within thirty days for reconsideration if she could establish reasonable grounds for an interview and if she had new information that had not been reasonably available when her claim was assessed. This was a high threshold. Very few claimants were able to meet both elements of the test set out in the Settlement Agreement. Twenty-one requests for reconsideration were received, two of which were granted.

When the paper review of a claim indicated that the claim likely fell within Levels 3 to 6, an interview was required and scheduled.<sup>42</sup> Ninety-four claims fell into this category. This preliminary assessment did not bind an Assessor to an award at Level 3 or above.

As noted, due to COVID-19, the ninety-four interviews were conducted by video conferencing, except for a few occasions where claimants requested telephone interviews. A day or two before the interview, a law clerk telephoned the claimant to answer any questions she might have, to assure her that the interview was non-confrontational, and to ensure she was comfortable with the process. The interviews were, with notice to the claimant, recorded for the Assessor's own use. This allowed the Assessors to concentrate fully on what the claimant had to say without any distractions. All claimants were asked to confirm that they were not making a personal recording of the interview.

The interviews were usually scheduled for one hour. These were difficult for many claimants, who were asked to disclose intimate details of their lives during the interviews. Some claimants were distressed by telling their story. Despite their distress and anxiety, we believe virtually all claimants interviewed appreciated the opportunity to tell their story to an Assessor. The interviews tended to provide valuable affirmation of the complaints and expanded the Assessors' appreciation of claimants' experiences.

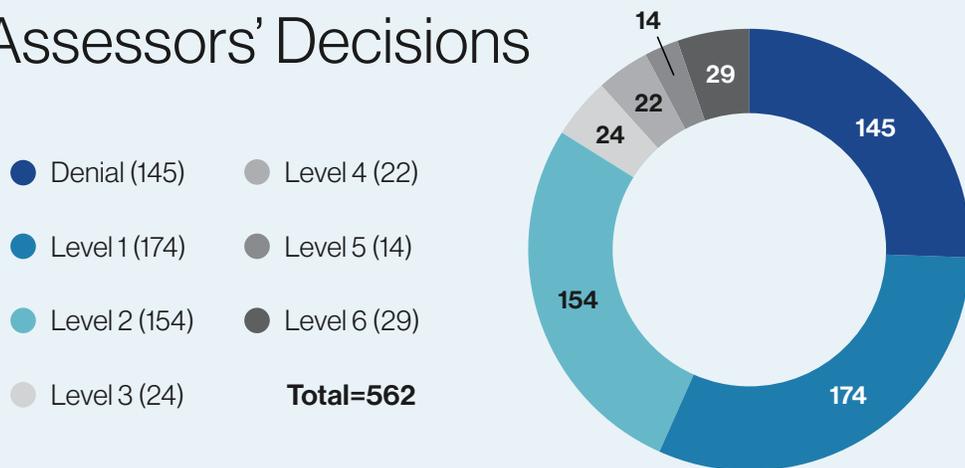
In the absence of inconsistent or contrary information, as in *Merlo*, the Assessors accepted as truthful the information in the claim forms and supporting documents. The Assessors also received claim forms with the expectation that the narratives they contained were complete. Issues of eligibility, credibility, and causation were identified and addressed when they arose. The Assessors were able to consider the following: the similarity of claimants' accounts, the emergence of serial harassers and notably problematic detachments, and RCMP records related to harassment complaints, grievances, and conduct matters,<sup>43</sup> along with the ability of the Designated Contact to access personnel files and records to verify dates and location of employment. As well, claimant interviews provided the Assessors with an opportunity to assess their allegations in a non-adversarial manner.

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42 Settlement Agreement, Schedule B, para. 41.

43 Settlement Agreement, Schedule B, Appendix 10: Release of Documents and Information Held by the RCMP to the Assessor.

## Breakdown of Assessors' Decisions



The Office of the Assessors issued 417 awards across Levels 1 to 6. One hundred and forty-five claims, or 26 percent of those assigned to the Office of the Assessors, were denied. Claims were denied for several reasons:

- The claimant was not a member of the primary class under the terms of the Settlement Agreement. (This included those claimants excluded for being awarded prior compensation in *Merlo*.)
- The claimant was awarded prior compensation for the same events and injuries (outside of *Merlo*).
- The incidents did not occur in the class period.
- The claim form was incomplete, and despite follow up from the Administrator/ Office of the Assessors, the claimant failed to submit complete information.
- The claim was submitted late and was not accompanied by a request for deadline extension.
- The objectionable acts failed to meet at least one of the criteria for Defined Harassment. In many instances, there was more than one reason why the objectionable acts did not meet the definition of Defined Harassment.

The latter reason was the most common one for denying a claim. Eighty-three claims were denied for this reason.



of claims assessed were denied because they failed to meet at least one of the criteria for Defined Harassment.

In several instances, the description of the offending conduct was scant and incapable of rising to the level of probability. In some cases, the claimant described a single incident of harassment that, while believed, did not constitute “a series of incidents [or] one severe incident which has a lasting impact” and so failed to meet the threshold required by the definition. In others, the harasser did not fall within one of the categories of designated perpetrators. Reports of harassing behaviour by fellow municipal employees, Commissionaires, members of other police forces, fellow students, or volunteers were not compensable under *Tiller*, which focused on the harassing behaviour of RCMP members and employees.

A number of claimants reported significant and credible workplace harassment, but in the absence of a gender- or sexual orientation–based element these claims had to be denied. The Assessors were careful to distinguish generalized workplace harassment (which was not compensable) from gender-based harassment in or in relation to the workplace (which was compensable). The structure of the RCMP disproportionately places male members at the top of the hierarchy. The vast majority of claimants reported experiencing harassment by men who were in positions of authority over them. However, compensable claims required that the improper conduct be based on gender, sex, sexual orientation, marital status, or family status, rather than generalized harassment.

The Assessors had to deny a disturbing number of serious claims based on actions perpetrated by RCMP members which were insufficiently connected to the RCMP workplace. Some involved situations in which the claimant had a purely social relationship with the member. Others related harassment that occurred at an event or location not “related to Work,” so did not meet the criteria for Defined Harassment. It was difficult to deny these claims, as many involved credible accounts of violent and demeaning sexual assaults by one or more members that could form the basis of criminal charges. It serves to be reminded, however, that the limited mandate of this settlement was payment of compensation by the RCMP for gender- or sexual orientation–based harassment in the workplace, and not compensation for objectionable conduct beyond the workplace.

**(ii) Claims of Secondary Class Members**

Claimants who received a Level 5 or 6 award could apply for compensation for one or more Secondary Class Members, defined as any child or spouse of a Primary Class Member. Those applications required proof of the relationship between the claimant and the Secondary Class Member. Upon receipt of the application, the law clerk reviewed the application for completeness and, if necessary, contacted the claimant to provide further documentation. The Assessor then considered the application. Seventy-nine Secondary Class Members were awarded compensation.

# Part 2: Gender- and Sexual Orientation–Based Harassment in RCMP Workplaces: Assessors’ Observations

**Our assessment of the claims in the *Tiller* settlement has revealed that claimants experienced a culture within RCMP workplaces that tolerated misogyny, homophobia, and a range of other prejudices and deeply objectionable misconduct within its ranks and leadership.** This culture permitted gender- and sexual orientation–based harassment and sexual assault, and persisted throughout the class period (1974–2019), despite almost thirty years of studies and responses cited in the *Merlo* Report. It continued despite the efforts of litigation to bring accountability and change—including the *Merlo* action and this one. It is long past time for this culture to meaningfully change.

The *Merlo* Report concluded that the dysfunctional behaviour that characterized RCMP workplaces caused harm, undermined the stated core values of the organization (honesty, integrity, professionalism, compassion, accountability, and respect), and was inconsistent with the foundational *Charter* value of equality. We agree with this finding, and the imperative that the underlying causes need to be exposed and resolved as outlined in the *Merlo* report.

In keeping with our specific mandate in the *Tiller* process, this report provides our observations based on the 562 claims assessed, including 94 interviews with claimants. The *Tiller* claimants offered a distinct window into the RCMP as a workplace and an organization. Our observations provide the context for the recommendations set out in Part 3.

This report seeks to convey the range of harassment and breadth and depth of harm experienced by the *Tiller* claimants while they worked to serve the RCMP and their larger communities. Their experiences underscore the urgency of our recommendations. This report is the only way the RCMP and those responsible for the RCMP may learn about the appalling episodes experienced by many of these claimants.

This report is the only way the RCMP and those responsible for the RCMP may learn about the appalling episodes experienced by many of these claimants.

# I. A disparate and diffuse class, united in experiences

As noted, the list of potential class members prepared by Canada at the outset of the process identified over 42,000 women who had occupied positions set out in the definition of Primary Class Members during the class period (but with records only reliable from 1998 on). Even then, the class list was not a comprehensive listing of potential claimants.

There was no typical profile in the claimants' RCMP careers or volunteer roles. They exhibited significant variation in the duration, locations, and descriptions of their work. Many performed critical duties in RCMP detachments, such as clerical and administrative work, 911 communications, and custodial duties. Some were students interested in police careers. Others worked or volunteered in community service organizations such as victim services. Some were skilled experts in areas such as administration, finance, information systems, and forensic science.

The *Tiller* claimants accepted jobs in the RCMP workplace for a number of reasons. Many of them were young, single, and had little work experience. Claimants frequently told the Assessors they were proud to obtain positions with the RCMP because it was a highly regarded institution in the community. The security and financial benefits offered in these jobs were often superior to other options, particularly in smaller communities. Sometimes family members who had been or still were with the RCMP influenced their choice. Several of the claimants took civilian jobs in the hope it would enhance their applications to become members.

Too often, their pride in the RCMP was short-lived and the claimants were greeted by an unexpected and predatory culture in which male members joked and acted as if the women in the workforce were only there for the men's sexual amusement.

Despite their disparate profiles, the 417 claimants who received compensation were united by the gender- and sexual orientation–based harassment each experienced in the RCMP workplace—across every decade of the class period and arising from workplaces in every province and territory. Those who harassed them were not always members, nor were they always men. Claims included harassment by supervisors/managers, both female and male, or by female members. Their varied narratives effectively mirrored the egregious misconduct reported in *Merlo* and ranged from vulgar sexual comments and unwanted touching to repeated penetrative sexual assaults sufficient to warrant criminal charges.

The egregious misconduct ranged from vulgar sexual comments to repeated penetrative sexual assaults.

The *Tiller* claimants were distinguished by an additional dimension of abuse not present in *Merlo*. The Assessors repeatedly heard that in the hierarchical and patriarchal culture of the RCMP, the *Tiller* claimants were routinely treated as the “lowest of the low” and looked on as “less than” uniformed members. The valuable services they provided, integral to the successful operation of the RCMP and the protection of the public, were unappreciated and ignored.

The *Tiller* claimants were routinely treated as the “lowest of the low” and looked on as “less than” uniformed members.

While the focus in *Merlo* was the harassment of uniformed members, that settlement also dealt with public service employees. The Honourable Michel Bastarache recognized female civilian staff were poorly treated in the male-dominated RCMP culture, and had little support or recourse for their complaints.<sup>44</sup>

Many *Tiller* claimants reported that their status in the workplace negatively impacted their confidence and self-esteem, leaving them more vulnerable to harassment. This was effectively demonstrated by one perpetrator’s comment to his victim,

“if you find a girl who lacks confidence you can get her to do anything.”<sup>45</sup>

We also observed that many of those in civilian positions were impacted by the traumatic nature of their work. This left them more vulnerable to the stress caused by sexual harassment in the workplace.

## II. A wide range of misconduct, with recurring themes

The *Tiller* claimants were routinely subjected to an array of highly inappropriate conduct that can never be condoned. The claim forms were replete with descriptions of sexually charged work environments, where the *Tiller* claimants described receiving a wide range of unwanted sexual activity. Complaints of inappropriate sexualized jokes, demeaning comments, and unwanted shoulder rubs or groping of claimants’ breasts, buttocks, necks, thighs, and genitals were endemic. Claimants who were members of the LGBTQ2S+ community reported uniquely abusive comments and propositions.

Some claimants described the atmosphere as tantamount to a stereotypical fraternity house or locker room. These references give a sense of the profoundly immature and juvenile behaviour of men in RCMP workplaces.

The atmosphere was tantamount to a stereotypical fraternity house or locker room.

<sup>44</sup> *Merlo* Report, pp.102-103.

<sup>45</sup> All claimant quotes are used with the express permission of the claimant.

Claimants endured comments and taunts about their bodies, and sexualized comments about their apparel. As well, claimants received unwanted and inappropriate advice about their clothing, including warnings not to wear clothing that might attract attention from male co-workers. Some reported disparaging comments about their pregnancies. Others experienced more menacing behaviour from their superiors in the form of hurled gender-based insults. Claimants also reported enduring slurs targeting their race, ethnic origin, Indigenous identity, sexual orientation, or disability.

Pornography was a regular feature of harassment. Claimants reported being forced by RCMP personnel, including Regular Members, to listen to or watch pornography on detachment computers or televisions. “Pin-up” posters bedecked the walls of workspaces or common areas. Sex paraphernalia was used in office pranks, given as “gag” gifts at office functions, or left anonymously at the workstations of claimants.

In some detachments, male members rated *Tiller* claimants or other women in the workforce on their appearance or held contests in which the “winner” was the first to have intercourse with a new employee. Members bragged openly about their affairs and sexual exploits (and those of their sexual partners). In turn, members asked claimants to divulge particulars of their own sex lives, including preferred sexual acts or positions as well as other private and intimate information. Reports of these types of explicit comments were endemic. Young students and volunteers were incessantly pestered to disclose whether they were dating or in a relationship, whether they were virgins, and whether they wanted to have sexual relations with an older man.

Students and volunteers who willingly accepted members' offers of ride-alongs in the hope of expanding their experience too often found the hidden objective was sexual. They were often dependent on their RCMP superiors for positive reviews to allow them to obtain further work experience or successfully apply to Depot for essential training to join the RCMP, which made it difficult to decline an offer of a ride-along or to try and leave a dangerous situation when out on the road. These claimants were particularly vulnerable to grooming and abuse at the hands of their superiors.

A common delusion among members, evoked by epithets like “badge bunny” or “scarlet fever,” was that young women only took jobs with the RCMP to find a husband. The all-too-common attitude was that women were in the workplace for the sexual amusement and gratification of male members. Several claimants reported they felt treated like “fresh meat” upon their arrival in the RCMP workplace:

A common delusion was that young women only took RCMP jobs to find a husband.

*The way women were treated became apparent right away. We were subject to sexualized comments, blatant leering, being yelled at or ordered around like we didn't count or have any worth other than to be there or serve the men.*

*The harassment is often out in the open... It's just accepted as a part of the work environment from the bottom all the way to the top—perpetrators, bystanders, and then those in authority who deny, dismiss, and punish women who come forward with internal complaints.*

*The common idea is that the secretary sleeps with her bosses—or corporals in the RCMP. I felt like I was being pushed down the road to sleep with my superior. It felt inevitable, almost like part of the job description... There were endless jokes at work about how women can't resist RCMP members... they acted entitled to a sexual relationship if they desired it... The younger you are, the prettier you are, the more feminine you seem—the bigger the target on your back.*

Many claimants reported that Regular Members accessed confidential databases to obtain, use, and share a claimant's personal information, including but not limited to contact information or marital status. This inappropriate use of such information was a routine form of harassment and intimidation. Some claimants reported Regular Members showing up at their homes while on duty and without a work-related reason for doing so. These visits were perceived as an exercise and display of power, which often reinforced a controlling workplace dynamic. Other claimants observed members driving in their neighbourhoods, following them in their vehicles, and stopping them for no apparent reason.

The level of violence and incidents of sexual assault that were reported in many claims was shocking. This degree of harassment was most often perpetrated by male Regular Members. A disturbing trend observed in claims awarded at Levels 5 and 6 was the young age of the claimants at the time of the incidents, some of whom were teenaged.

The level of violence and incidents of sexual assault that were reported in many claims was shocking.

The number of sexual assaults that occurred on RCMP premises raises concerns about workplace safety and security. The implicit power associated with the position of a police officer, and the intimidating effect of both this status and the equipment and accessories of a Regular Member (including gun belt, heavy boots, firearm, or control of the police vehicle), was a recurring theme across the spectrum of claims. Some claimants, working as the lone woman on shift or in a small detachment, described being accosted sexually by members lurking in elevators, stairways, or hallways. Others who worked in the jails of detachments reported being forced into cells with prisoners, where they were mocked or subjected to degrading tasks. A shocking number of claimants reported brutal, criminal sexual assaults by members on RCMP premises, in some cases while other members watched or heard and did nothing.

### III. Detrimental impacts

The Assessors became acutely aware of the significant impact the gender and sexual harassment had on the claimants. As one victim told us,

*Several [members of the RCMP] crushed a lot of women, ruined their dreams and their lives.*

Several reported it changed the trajectory of their lives. The Assessors heard multiple accounts of personal relationships breaking down, families relocating, chosen careers being abandoned, and self-worth and self-confidence crumpling.

Nor was the RCMP immune from the negative consequences of the harassment. It lost a significant number of skilled and experienced workers who could not tolerate the abuse. Talented young women who had joined the civilian workforce with a view to ultimately applying to become a member were quick to abandon this plan when they experienced the dysfunctional culture of the RCMP. As a result, the RCMP as an institution experienced immeasurable organizational losses, including decreased productivity, absenteeism, and lost morale.

The *Tiller* claimants related poignant and disturbing accounts of the impact of the harassment they experienced. While these were unique to each victim, it is fair to say they expressed universal mistrust of and betrayal by the RCMP. Although employed within an institution whose members were bound to “serve and protect,” they were acutely aware they had received little protection or support in the face of widespread sexual harassment by those members. One long-time victim services worker encapsulated it in this way:

*Looking back and reflecting on my time with Victim Services and the many client/victims I have supported, I realize how ironic it is that I myself am a victim within an institution that is supposed to serve and protect. A victim survivor with a few dents in her armour.*

Another claimant who provided years of stellar performance to the RCMP and who endured multiple incidents of harassment told the Assessors that she had been initially proud of her job but

*now when people ask where I work, I say I work for the government—not the RCMP—because I feel ashamed. The organization has hurt me; they haven't stood up for me and no one understands what really goes on... I have zero respect for the organization.*

The sexualized culture left victims feeling disrespected, humiliated, and angry. As touched on earlier, many experienced lost confidence and self-esteem. Numerous claimants reported the unfortunate feelings of shame and blame that too often characterize victims of sexual harassment.

*Tiller* claimants described high levels of anxiety and stress arising from the unwanted sexual attention of members. Many became fearful of the workplace and the prospect of encountering their harassers. Some developed deep-rooted depression, insomnia, and panic attacks. Others reported routinely breaking down or throwing up on their way to work. A disturbing number experienced negative life-changing consequences, including fear of intimacy, substance abuse, suicidal ideation, post-traumatic stress disorder (PTSD), and attempted suicide.

The impact of these developments on claimants' families was particularly tragic. Some claimants were so traumatized they developed an aversion to intimacy but were afraid to tell their partners the cause, limiting family support and leading to family breakdown. Others found the negative impact of the harassment so overwhelming they simply withdrew from their families:

*[The harassment] affected both my home life and work life. I was crying all the time... At home I was numb and emotionally absent. I know this affected my husband and son. I know that I missed out on the joys of motherhood and marriage because of the emotional state I was in because of the abuse I was suffering.*

Some were forced to uproot or leave their families and move away from much-loved homes and communities due to fear of the perpetrator and the fallout and uproar that might arise in the community if news of the harassment became public.

Many claimants told us they would have welcomed psychological counselling to deal with the impacts of the harassment, but could not afford it. Those claimants with employee benefits often took to using their vacation time and sick leave to avoid the workplace. These benefits were limited, however, and not universal. Some claimants significantly disabled by conditions like PTSD and deep depression were able to convince family doctors to place them on long-term disability, and reported years of not-always-successful rehabilitation.

It is abundantly clear to us that the *Tiller* claimants were adversely affected by the harassment inflicted by RCMP members and other perpetrators. There were no or inadequate resources to assist claimants to deal with the pain they experienced.

## IV. Procedural and cultural obstacles to safe reporting

The Assessors repeatedly heard that attempts to avoid or report the misconduct were futile. Rejection of advances tended to produce detrimental consequences: deterioration in work relationships, unjustified criticism of performance, implicit or explicit threats of reduced hours and termination, denial of training or advancement opportunities, and more determined sexual advances. Sexual harassment courses mandated by the RCMP were treated as a joke and ignored by many members.

Many claimants were reluctant to report the abuse because they were afraid the power imbalance rooted in the RCMP hierarchy precluded any possibility their account would be believed. Many worried about the impact that reporting would have on their opportunities for advancement and felt pressure not to report harassment or discrimination but rather endure this misbehaviour in order to maintain employment with the RCMP. This was particularly pronounced among claimants who held a temporary, casual, or determinate status within the public service. These employees relied on the repeated renewals of short-term contracts.

Others were deterred from reporting by the RCMP's failure to impose consequences on perpetrators of sexual harassment, a failure of accountability now well-recognized within the RCMP. Once identified, a harasser was often simply transferred, or even promoted, to a new location where his inappropriate conduct continued. The Assessors observed this pattern in claims that identified repeat offenders in various locations.

Once identified, a harasser was often simply transferred, or even promoted, to a new location where his inappropriate conduct continued.

Those who did try to report harassment were stymied by the absence of a clear route for complaints. Some, such as municipal employees, had their own unions and human resources departments, but these showed little enthusiasm or success in taking on the RCMP on behalf of claimants. In a few egregious cases, the RCMP encouraged reluctant victims to report and testify at a formal Code of Conduct hearing, promising support through the lengthy process. Rarely, however, did this support materialize. The claimants found themselves outcasts in the workplace, left to cope alone with the accompanying stress and anxiety, and too often receiving no meaningful update about the process they had initiated or finding there were no meaningful consequences for the perpetrator.

Attempts to report harassment and assaults to RCMP supervisors in the workplace were generally ignored or ridiculed. Victims were advised they were too sensitive, were lucky to have a job, were labelled "rats," or told to just "suck it up" and "relax." Those who failed to follow that advice found themselves shunned, mocked, and subjected to further harassment. Some experienced significant repercussions to their career plans such as denial of performance

reviews, unjustified poor reviews, or exclusion from courses or promotions that would advance their standing. Others who tried to transfer to a different location to avoid a harasser found their applications blocked.

Claimants who left the RCMP because of the stress and anxiety caused by the harassment often suffered significant financial consequences as it was difficult to find other jobs with the same pay scale and benefits. Some who sought other police work found they had been shut out by the RCMP. Some claimants who were married to members refrained from lodging a complaint for fear of the repercussions it might have on their spouse and his or her career.

These potential financial repercussions effectively locked many claimants in sexually abusive situations that they could not afford to leave. Some held insecure temporary jobs in the hope of moving to full-time work. Some remained in anticipation of a rising career path or of the perpetrator's transfer to another location. Several were applicants to Depot and feared that leaving their jobs would reflect negatively on their chance of becoming a member. Many claimants were single mothers or partners in dual income families who depended heavily on their RCMP salary and pension and could not afford to leave. One claimant who had tried to report misconduct on multiple occasions without success concluded her narrative with this:

*I felt so defeated. I didn't know where else to go. The RCMP is an organization that is supposed to protect the nation, but within their own offices they were perpetuating abuse and sexual harassment and the upper ranks are covering it up... I felt so beaten down, like I had nowhere to go... no opportunity for my voice to be heard... I was fighting the old boys' club where they all stick together... a fight I had no chance of winning.*

# Part 3: Recommendations

The following recommendations are based on the observations made in Part 2. In formulating these recommendations, we considered the recommendations made in the *Merlo* Report, many of which were responsive to what we have heard in the *Tiller* process.

**Our primary recommendations mirror central ones in the *Merlo* Report: the systemic culture of harassment in RCMP workplaces must be dismantled, and there is an urgent need for an effective, external, and independent system for handling grievances and complaints.**

While we generally support the recommendations made in the *Merlo* Report, we have elaborated only on those recommendations that relate most directly to what we have heard from claimants.

Our recommendations are aimed at the most prevalent issues and themes we heard through our assessment of the claims in the *Tiller* process: systemic barriers, reporting, mental health supports, training and education, and workplace safety and security. The recommendations that follow are in keeping with our specific mandate under the Settlement Agreement. We are confident that our recommendations, if followed, will contribute to the required changes we have identified. However, they cannot, on their own, address the full extent of the cultural change required at the RCMP.

## **(1) Acknowledge, examine, identify, and rectify the systemic barriers that perpetuate and prolong the unreported and unaddressed harassment of women in RCMP workplaces.**

The Ontario Human Rights Commission defines a systemic barrier as

a barrier embedded in the social or administrative structures of an organization, including the physical accessibility of an organization, organizational policies, practices and decision-making processes, or the culture of an organization.<sup>46</sup>

It is clear that claimants in *Tiller* experienced systemic gender- and sexual orientation–based harassment throughout the class period from 1974 to 2019. Further, the culture of the RCMP allowed for disparaging remarks to be made in the workplace both with respect to this and other class actions, and with respect to systems for reporting harassment.

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<sup>46</sup> Ontario Human Rights Commission, Glossary of Human Rights Terms: [www.ohrc.on.ca/en/teaching-human-rights-ontario-guide-ontario-schools/appendix-1-glossary-human-rights-terms](http://www.ohrc.on.ca/en/teaching-human-rights-ontario-guide-ontario-schools/appendix-1-glossary-human-rights-terms).

The impact of these systemic barriers reached beyond the claimants to include family members and the community as a whole. It resulted in an ingrained distrust of the RCMP and its reporting systems. Not only was the RCMP culture disrespectful of women and LGBTQ2S+ individuals, but there also were many reports of racial and cultural bias.

The impact of these systemic barriers reached beyond the claimants.

The identification of systemic challenges is not superficial work. It must get to the roots of an organization's culture. As one claimant put it:

*I want there to be no more confusion about how systemic the problem is. We're past the point where anybody is privileged to be confused... The problems are systemic. It has to be a systemic change. That's the only way.*

## **(2) Establish an effective, independent, and external process for receiving and investigating complaints of harassment committed by RCMP members and employees.**

The multiple deficiencies in the RCMP's system for reporting and investigating incidents of harassment was a primary theme in the claims we received for assessment. We observed among claimants a striking lack of trust in the RCMP's reporting systems. For many, the independent claims assessment process under the *Tiller* Settlement Agreement, with its strict confidentiality protections, was the first time they had shared their stories. During interviews, the Assessors routinely asked claimants what they would like to tell the RCMP. Their answers cohesively centred on the establishment of a fair and independent body to receive complaints, deal with them reliably, and administer meaningful consequences to perpetrators.

We generally endorse the following recommendations of the *Merlo* Report with respect to complaints and discipline:

- Create an effective, external, and independent body to which RCMP employees may report sexual harassment or misconduct which has the power to investigate and make binding findings of fact and recommend penalties.
- Mediation or other informal measures should not be used in the context of sexual harassment accompanied by violence.
- The RCMP must address the problem of reprisals for making harassment complaints. The isolation of complainants and other forms of punishment, such as the refusal of training or transfers, must be eliminated.
- Sanctions for those found to have been harassing in the workplace must be effective and include suspensions without pay for longer periods, demotions, and removal of supervisory responsibilities for an extended period; ban applying for promotions with no discretionary

override. Dismissal should be the sanction for serious or repeated offences. Victims should not be transferred unless they request it.

- Those accused of sexual harassment (including assaults) should not be allowed to retire before the conclusion of an investigation and conduct process.
- A system to monitor those who have been found to have harassed women in the workplace should be implemented. A second finding of harassment should result in automatic dismissal.
- Alleged sexual assaults should be disclosed immediately to the appropriate external investigatory body.<sup>47</sup>

The unique experiences of the *Tiller* claimants, however, lead us to recommend the following additional measures in implementing these recommendations:

- Confidentiality of complainants must be a paramount feature of any complaints process.
- There must be clear conflict of interest protocols for those who receive and review complaints.
- Those employed in the complaints process must have the requisite experience and/or education to facilitate a trauma-informed process.

The complaints system as it currently exists intimidates potential complainants and discourages them from coming forward. Furthermore, victims whose complaints were revealed to others in the workplace were isolated and retraumatized.

**(3) Initiate and design a coordinated complaints process between the RCMP and those third parties with employees, contractors, or volunteers actively engaged with the RCMP.<sup>48</sup> The expansion of the Independent Centre for Harassment Resolution’s mandate to include those reflected in this class action should be considered.<sup>49</sup>**

There were diverse employers and other organizations that engaged the *Tiller* class members, each with its own delivery of human resources and benefit programs. As observed at the outset, the majority of the *Tiller* class are not RCMP employees, although they worked under RCMP supervision and in RCMP-controlled workplaces. For many, this created the impression of having “two sets of bosses.” This feature alone created a substantial amount of uncertainty

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<sup>47</sup> Merlo Report, p.86 (adapted).

<sup>48</sup> This could include municipalities, other police forces, victim services organizations, or other departments of the federal or provincial governments.

<sup>49</sup> <https://www.publicsafety.gc.ca/cnt/trnsprnc/brfng-mtrls/primntry-bndrs/20210930/05-en.aspx>. See also the RCMP Report on Ongoing Actions and Plans to Implement the Recommendations of the Bastarache Report: <https://www.ourcommons.ca/content/Committee/432/SECU/WebDoc/WD11452222/11452222/SummaryOfTheRCMP-e.pdf>.

and, ultimately, hesitancy among claimants about where to go and who to tell about what they experienced in RCMP-controlled workplaces. The pathway to safe reporting about harassment in the workplace must be clearly signposted.

The pathway to safe reporting about harassment in the workplace must be clearly signposted.

We acknowledge, too, that the fact of there being diverse employers and organizations that engage the *Tiller* class members may raise jurisdictional issues in implementing any recommendations related to reporting and complaints procedures. It is imperative that these multiple employers and organizations coordinate a complaints process that responds to the unique circumstances of all women working in RCMP-controlled workplaces or under RCMP supervision.

It is essential that coordination of a complaints process includes a joint commitment to job protection for those who launch a complaint. Women fearful of engaging in the process must be assured they will be accommodated with work that does not require continued involvement with the perpetrator while an investigation is ongoing. Allowing alleged harassers to retire or transfer in response to complaints minimizes individual accountability and organizational integrity and, as stated in the *Merlo* Report, should not be permitted.

**(4) When designing the coordinated complaints procedure, include the position of a dedicated complaints facilitator, to provide potential complainants with guidance in matters prior to engaging in the complaints process and during the process itself.**

*Tiller* claimants routinely reported disabling stress when they attempted to report and pursue complaints. It is evident that thorough and competent investigations of complaints take time, and there will be unavoidable delays in arriving at a final outcome. But we heard from several claimants for whom the lengthy delays in the often-complicated investigative process compounded the distress. *Tiller* claimants suggested several measures preliminary to the complaints process that would alleviate the stress associated with engaging that process. They reported they had little information about how to make a complaint, and too often had no control over whether and when to initiate the process. Once an investigation was under way, the RCMP typically took charge, and the complainant did not receive timely updates on its progress or even the final disposition.

Claimants told us the lack of support from the RCMP caused them as much harm, or more harm, than the harassment itself. Many reported that counselling would have helped them deal with the multiple after-effects of harassment while they considered or pursued a complaint. This too often proved difficult to obtain, however, due to lack of resources or fear of disclosure. Every experience of harassment is unique. Some women who experience harassment may not wish to file a formal complaint or complete a formal complaint process. Such women still require support and assistance, such as crisis management, counselling, or peer support.

Lack of support from the RCMP caused as much harm, or more harm, than the harassment itself.

These are all considerations that arise prior to lodging a complaint. It is not clear to us that the independent and external reporting process recommended in *Merlo* or the coordinated complaints process elaborated upon by us will be equipped to deal with such matters without a dedicated complaints facilitator to provide potential complainants with guidance in the following matters before and while engaging in the complaints process:

- + Understanding the complaints process, including how and when to lodge a complaint;
- + Clarifying expectations of the complaints process, including any potential consequences of engaging it;
- + Giving women information about what support services are available to them (including medical care and psychological counselling), whether through the coordinated complaints process, their employers, or generally in the community, and how to take steps to access those services; and
- + If a complaint is lodged, monitoring the process and its outcome, in order to provide the complainant with timely updates on the progress of an investigation and inform her of any disciplinary decision before it is made public.

## **(5) Ensure that drug and alcohol awareness programs are in place across the RCMP and are available to all who work alongside the RCMP.**

Many claimants told us their health was jeopardized by the harassment they experienced. Some described extreme anxiety, depression, PTSD, suicidal ideation, gastrointestinal issues, weight loss or gain, loss of self-worth, and attempted suicide. Many resorted to drugs and alcohol to alleviate their distress. In some instances, the poor mental health of members, or their substance abuse, may also have contributed to their misconduct. Some claimants commented specifically on this characteristic of perpetrators of the harassment, noting the stress that accompanies many RCMP-based jobs. Claimants also consistently reported alcohol-fueled organizational events, which were the settings for many claims.

## **(6) Provide enhanced training and education across the organization for an integrated, respectful, and accountable workplace.**

The precursor to a recommendation about organizational training is recruitment. It appears that too many people have become members without sufficient screening for suitability, particularly with regard to sensitivity to gender biases, violence against women, racial and ethnic awareness, and homophobia. Such screening coupled with ongoing training in these areas would assist in eliminating the kind of harassment experienced by *Tiller* claimants. Further to this point about increased screening for suitability, we generally endorse the recommendations on recruitment in the *Merlo* Report.

The worth of the work performed by women in civilian roles was overlooked or, worse, disparaged.

All too often, out of ignorance, prejudice, or ego, the worth of the work performed by women in civilian roles was overlooked or, worse, disparaged. To promote an integrated workplace, all members should be educated as to the vital roles played by municipal staff, public service employees, volunteers, Commissionaires, and students in the work of the RCMP.

The Assessors unfortunately heard of many instances in which those in leadership positions failed to protect those working in an RCMP workplace. Many claimants noted that their feelings of betrayal stemmed not only from the incidents of harassment, but also from the lack of action or support from their colleagues who chose to ignore the plight of these claimants. The harassment we have heard about suggests that training on policies that support respectful workplaces and safe reporting is insufficient. The Assessors generally support the recommendations on leadership training and accountability in the *Merlo* Report.

## **(7) Conduct a review of workplace security in order to ensure the safety and security of women in RCMP workplaces.**

The safety and security of RCMP workplaces were routinely compromised by harassment or violence, leaving claimants feeling unsafe and vulnerable at work. Assaults, sexual and otherwise, occurred in many detachments. The installation of video surveillance, panic buttons, and other advanced technologies may assist to increase the personal safety of women in these workplaces.

Claimants felt unsafe and vulnerable at work.

We recommend in particular a review of the ride-along program. A disturbing number of sexual assaults took place in marked police vehicles and were often inflicted on young women. This educational component should be formalized as needed to require advance approval by the appropriate detachment manager and integration of safeguards to counter predatory behaviour. We hasten to add that increased structure must not serve to limit participation in these valuable opportunities for education and on-the-job training. There simply must be appropriate resources to support them.

We recommend in particular a review of the ride-along program.

Finally, the personal safety and security of claimants was compromised by improper use of information technology. In addition to accessing personal information related to relationship status, home addresses, and private telephone numbers, harassers also accessed personal, confidential medical information to harass and demean claimants. Such behaviour should result in mandatory disciplinary action.

# End Note

It bears acknowledging that not all members or RCMP employees behaved inappropriately. Many claimants reported that there were good and decent people in the workplace who encouraged a respectful environment. Some did try to help claimants who faced harassment. It is unfortunate that those honourable RCMP members and employees will bear the disrepute that this report will bring to the institution.

We thank all of the claimants for their courage and participation in this class action settlement. Their perspectives have informed the recommendations in this report.

Based on the compelling accounts of hundreds of women, we are convinced that the RCMP requires meaningful and timely change. It is our fervent hope that this will be accomplished with transparency and accountability and will address the issues raised in this report.

**The Honourable Pamela Kirkpatrick**

**The Honourable Kathryn Neilson**

**The Honourable Susan Lang**

**The Honourable Deborah Gass**

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”

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Judge

# **SCHEDULE A**

**PRIVILEGED AND CONFIDENTIAL**

**THIS AMENDED AGREEMENT** is made as of the 21<sup>st</sup> 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*

## PRIVILEGED AND CONFIDENTIAL

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

**“Release”** 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

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- (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;

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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.

## PRIVILEGED AND CONFIDENTIAL

- 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;

## PRIVILEGED AND CONFIDENTIAL

- (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.

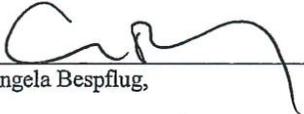
AB

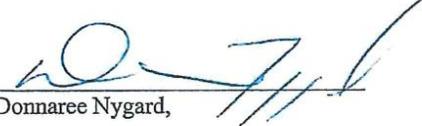
PRIVILEGED AND CONFIDENTIAL

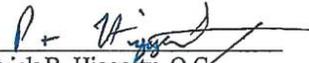
15.05 No assignment

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 21<sup>st</sup> 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 8<sup>th</sup> Avenue, #400  
Vancouver, BC  
V6H 3V9  
[www.callkleinlawyers.com](http://www.callkleinlawyers.com)

Higgerty Law  
Syrrah Deckert  
Millennium Tower, Main Floor  
101, 440 2<sup>nd</sup> Avenue SW  
Calgary, AB  
T2P 5E9  
[www.higgertylaw.ca](http://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 8<sup>th</sup> Avenue, #400  
Vancouver, BC  
V6H 3V9  
[www.callkleinlawyers.com](http://www.callkleinlawyers.com)

Syrrah DeckertHiggerty Law  
Millennium Tower, Main Floor  
101, 440 2<sup>nd</sup> Avenue SW  
Calgary, AB  
T2P 5E9  
[www.higgertylaw.ca](http://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 8<sup>th</sup> Avenue, #400  
Vancouver, BC  
V6H 3V9  
[www.callkleinlawyers.com](http://www.callkleinlawyers.com)

Higgerty Law  
Syarah Deckert  
Millennium Tower, Main Floor  
101, 440 2<sup>nd</sup> Avenue SW  
Calgary, AB  
T2P 5E9  
[www.higgertylaw.ca](http://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

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## 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 Assessor<sup>1</sup> 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.

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<sup>1</sup> 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
<p><b>XXXX</b> (Implementation Date)</p>	<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>
<p><b>From XXXX to YYYY</b> (180 day period)</p>	<p><b>All Claimants</b> must complete the following forms:</p> <ul style="list-style-type: none"> <li>• Claim Form</li> <li>• Consent to Disclosure of Information Form</li> <li>• No Prior Compensation Form</li> </ul> <p>These forms must be forwarded to the Administrator's office before <b>YYYY</b>. 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>
<p><b>YYYY</b></p>	<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>
<p><b>ZZZZ</b></p>	<p>Final day on which the Deadline Extension Form can be forwarded to the Administrator.</p>
<p>Months following <b>ZZZZ</b></p>	<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:

- 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
- 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

**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.

	<b>Incident of Harassment</b> (Briefly describe the gender or sexual orientation based harassment and discrimination and any other wrongful act that you suffered)	<b>Approximate Date(s) of Harassment</b> (Month(s)/Year(s))	<b>Where did it happen?</b>	<b>Who Harassed You?</b> (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

**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

**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) <sup>2</sup>	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.

<sup>2</sup> 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<br>(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

**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 pornography<sup>1</sup>

*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

---

<sup>1</sup> 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 pornography<sup>2</sup>  
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

---

<sup>2</sup> 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 pornography<sup>3</sup>
- 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

---

<sup>3</sup> 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**

<b>LEVEL 1</b>	Minimal Injury	\$10,000
<b>LEVEL 2</b>	Mild Injury	\$35,000
<b>LEVEL 3</b>	Low Moderate Injury	\$70,000
<b>LEVEL 4</b>	Upper Moderate Injury	\$100,000
<b>LEVEL 5</b>	Significant Injury	\$150,000
<b>LEVEL 6</b>	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 Assessor<sup>1</sup> 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.**

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<sup>1</sup> 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

\_\_\_\_\_  
 Email address

Can we send you a message at this email address?  
 Yes  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





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.)

\_\_\_\_\_  
**Print name of the witness**

\_\_\_\_\_  
**Date (day/month/year)**

\_\_\_\_\_  
**Claimant (or guardian) Signature**

\_\_\_\_\_  
**Date (day/month/year)**

SCHEDULE B – APPENDIX 8

## CERTIFICATION OF NO PRIOR COMPENSATION

### NOTE TO CLAIMANTS

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

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

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

### PROVIDING COMPLETED CERTIFICATION OF NO PRIOR COMPENSATION FORM

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

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

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

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

Confidential Letter  
Office of the Administrator XXX  
XXX

**ALL CLAIMS ARE CONFIDENTIAL.**

## CERTIFICATION OF NO PRIOR COMPENSATION

### DECLARATION

I, \_\_\_\_\_, from the City of \_\_\_\_\_, in the province of \_\_\_\_\_,

#### SOLEMNLY DECLARE:

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

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

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

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

\_\_\_\_\_  
**Witness Signature**

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

\_\_\_\_\_  
**Print name of the witness**

\_\_\_\_\_  
**Date (day/month/year)**

\_\_\_\_\_  
**Claimant (or guardian) Signature**

\_\_\_\_\_  
**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 Assessor<sup>1</sup> 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.

<sup>1</sup> 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 Assessor<sup>1</sup> 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

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<sup>1</sup> 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

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\_\_\_\_\_  
Witness Signature<sup>1</sup>

\_\_\_\_\_  
Primary Class Member Signature

\_\_\_\_\_  
Print name of the witness

\_\_\_\_\_  
Date (day/month/year)

\_\_\_\_\_  
Date (day/month/year)

---

\_\_\_\_\_  
Witness Signature<sup>1</sup>

\_\_\_\_\_  
Secondary Class Member (or guardian) Signature

\_\_\_\_\_  
Print name of the witness

\_\_\_\_\_  
Date (day/month/year)

\_\_\_\_\_  
Date (day/month/year)

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<sup>1</sup> 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.)

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## 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](http://www.callkleinlawyers.com) and [www.higgertylaw.ca](http://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 8<sup>th</sup> 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:

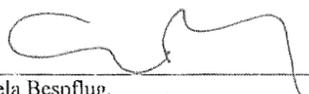
Department of Justice Canada  
900 – 840 Howe Street  
Vancouver BC V6Z 2S9  
Attn: Regional Director General's Office

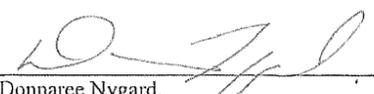
47. Canada reserves the right to co-defend any action brought against an Assessor or Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against the Assessor or it, and Canada does not agree to a proposed settlement 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.

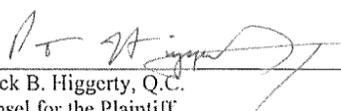
### III. ELECTRONIC COMMUNICATIONS

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 1<sup>st</sup> day of October, 2019.

  
\_\_\_\_\_  
Angela Bospflug,  
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.**

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*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](http://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](mailto:wsantos@callkleinlawyers.com)  
1385 West 8<sup>th</sup> Avenue, #400  
Vancouver, BC V6H 3V9  
[www.callkleinlawyers.com](http://www.callkleinlawyers.com)

**Higgerty Law**  
Connie Luong  
[info@higgertylaw.ca](mailto:info@higgertylaw.ca)  
Millennium Tower, Main Floor  
101, 440 2<sup>nd</sup> Avenue SW  
Calgary, AB T2P 5E9  
[www.higgertylaw.ca](http://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](http://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](http://www.callkleinlawyers.com)  
[wsantos@callkleinlawyers.com](mailto:wsantos@callkleinlawyers.com)

**Higgerty Law**  
[www.higgertylaw.ca](http://www.higgertylaw.ca)  
[info@higgertylaw.ca](mailto:info@higgertylaw.ca)

## **SCHEDULE E**



## **Tiller v. Her Majesty the Queen Highlights of Notice Program**

### **Relevant Case Experience**

KCC's Legal Notification Services team members have been involved in the design and implementation of several Canadian action notice programs, including: *Ross v. Her Majesty the Queen*, No. T-370-17 (Fed.Ct.); *Brown v. The Attorney General of Canada* (Ont. S.C.J.), No. cv-09-00372025; *Anderson v. The Attorney General of Canada*, No. 2007 01T4955CP (Sup. Ct. NL) and No. 2008NLTD166 (Sup. Ct. NL); and *In re Residential Schools Litig.*, No. 00-CV-192059 (Ont. S.C.J.).

### **Case Analysis**

The following known factors were considered when determining our recommendation:

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.

The 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%
<b>TOTAL</b>	<b>154</b>	<b>100.00%</b>

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+).<sup>1</sup> 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

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



**RICEPOINT**  
A Computershare company.

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
<b>18 years and over</b>	<b>29,882,742</b>	<b>14,738,897</b>	<b>15,143,845</b>
<b>Median Age</b>	<b>40.8</b>	<b>39.7</b>	<b>41.8</b>

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



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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
<b>18 years and over</b>	<b>4,113,550</b>	<b>2,093,033</b>	<b>3,341,787</b>	<b>1,667,694</b>
<b>18 to 34 years</b>	<b>1,141,483</b>	<b>554,650</b>	<b>1,056,560</b>	<b>514,540</b>

### **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.



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

➤ **Digital Media**

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

## 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.



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***Media Costs for Notice Program (per Phase)***

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

\*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	Airdire Chestermere Cochrane High River Okotoks Strathmore	<i>Calgary Herald</i>	
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		
Alberta	Cold Lake	<i>The Cold Lake Sun</i>	6,174
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
	Blackfalds		
	Innisfail		
	Olds		
Alberta	Red Deer	<i>Red Deer Advocate</i>	8,512
Alberta	Rocky Mountain House	<i>The Mountaineer</i>	3,600
Alberta	Slave Lake	<i>Lakeside Leader</i>	1,332
	Beaumont		
	Devon		
	Fort Saskatchewan		
	LeDuc		
	Morinville		
	Spruce Grove		
	St. Albert		
	Stony Plain		
	Strathcona County		
Alberta	Wetaskiwin	<i>Edmonton Journal</i>	
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	<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 Langford	<i>Goldstream News Gazette</i>	17,656
British Columbia	Comox 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 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 Sidney	<i>Peninsula News Review</i>	14,753
British Columbia	Osoyoos	<i>Osoyoos Times</i>	2,200
	Parksville 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 &amp; Times</i>	11,038
Manitoba	Flin Flon	<i>Flin Flon Reminder</i>	1,275
Manitoba	Gimli	<i>Interlake Spectator</i>	10,599
Manitoba	Killarney	<i>The Guide</i>	TBD
Manitoba	Minnedosa	<i>The Minnedosa Tribune</i>	1,775
Manitoba	Neepawa	<i>Neepawa Banner &amp; 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 &amp; 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 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
<b>TOTAL</b>			<b>858,049</b>

## Schedule B

### List of Municipalities with Municipal Police Service Agreements

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