

**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.

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E. The Parties, subject to the Approval Order and the expiration of the Opt Out Period without the Opt Out Threshold being met or waived by the Defendant, have agreed to resolve all claims of Class Members relating to allegations of gender or sexual orientation based harassment and discrimination while working with the RCMP upon the terms contained in this Agreement, save and except those actions brought by individuals who opt out or are deemed to have opted out of this action in the manner set out in this Agreement and save and except those who have already been compensated or provided a release or consent dismissal order;

**THEREFORE**, the parties agree as follows:

### ARTICLE 1 – INTERPRETATION

#### 1.01 Definitions

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

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

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

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

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

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

“**Business Day**” means a day other than a Saturday or a Sunday or a day observed as a holiday under the laws of the Province or Territory in which the person who needs to take action pursuant

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

**“Canada” or “Government”** means the Government of Canada;

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

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

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

**“Claimant”** means a Primary Class Member who makes a Claim by completing and submitting a Claim Form;

**“Claim Deadline”** means 180 days from the Implementation Date;

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

**“Class Counsel”** means Klein Lawyers LLP and Higgerty Law;

**“Class Member”** means a Primary Class Member or a Secondary Class Member;

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

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

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

“**Court**” means Federal Court;

“**Decision**” means the decision of the Assessor with respect to a Claim;

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

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

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

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**“Implementation Date”** means the latest of:

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

**“Opt Out Form”** means the form attached in Schedule F of this Agreement;

**“Opt Out Period”** means the 70 day period following the date of the Certification Order;

**“Opt Out Threshold”** means the Opt Out Threshold set out in Article 5.02 of this Agreement;

**“Parties”** means collectively and individually the signatories to this Agreement;

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

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

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

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

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

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

**“Secondary Class Member Claim Form”** means the form in Appendix 1 to Schedule C;

**“Spouse”** means:

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

**“Travel Expenses”** has the meaning set out in the National Joint Council Travel Directive;

**“Work”** includes activities carried out by volunteers.

### **1.02 No Admission of Liability**

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

### **1.03 Headings**

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

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

### **1.04 Extended Meanings**

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

### **1.05 No Contra Proferentem**

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

### **1.06 Statutory References**

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

### **1.07 Day for any Action**

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

### **1.08 Final Order**

For the purposes of this Agreement a judgment or order becomes final when the time for appealing or seeking leave to appeal the judgment or order has expired without an appeal being taken or leave to appeal being sought or, in the event that an appeal is taken or leave to appeal is sought, when such appeal or leave to appeal and such further appeals as may be taken have been disposed of and the time for further appeal, if any, has expired.

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## 1.09 Schedules

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

### SCHEDULE A – NOTICE PLAN

Appendix 1 – Notice of Certification and Settlement Approval Hearing

Appendix 2 – Notice of Settlement

### SCHEDULE B – CLAIM PROCESS

Appendix 1 – Claim Form

Appendix 2 – Request for Deadline Extension Form

Appendix 3 – Class Member List

Appendix 4 – Identification of Previous Claims

Appendix 5 – Compensation Levels

Appendix 6 – Compensation Amounts

Appendix 7 – Request for Reconsideration of a Level 2 Claim Form

Appendix 8 – Certification of No Prior Compensation Form

Appendix 9 – Travel Claim Form

Appendix 10 – Release of Documents and Information Held by the RCMP

### SCHEDULE C – SECONDARY CLASS MEMBER CLAIMS

Appendix 1 – Secondary Class Member Claim Form

### SCHEDULE D – RCMP DESIGNATED CONTACT AND CLAIMS SUPPORT PROCESS

### SCHEDULE E – NO RETALIATION DIRECTIVE

### SCHEDULE F – OPT OUT FORM

## 1.10 Currency

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



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## ARTICLE 2 – EFFECTIVE DATE OF AGREEMENT

### 2.01 Date when Binding and Effective

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

### 2.02 Effective in Entirety

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

## ARTICLE 3 – IMPLEMENTATION OF THE AGREEMENT

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

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

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

(a) Canada release to the Designated Contact a list of potential Primary Class Members compiled by Canada

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

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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.

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- 3) Where a Primary Class Member does not submit a Claim in the prescribed form and in accordance with this Agreement that Primary Class Member will not be admitted to the process and any such entitlement to make a claim for compensation will be forever extinguished.
- 4) All Claims which have been submitted prior to the Claim Deadline or further to an extension granted in accordance with this Agreement shall be processed in accordance with Schedule B of this Agreement.
- 5) No person may submit more than one Claim Form on her own behalf.

### ARTICLE 8 – PAYMENT OF COMPENSATION

#### 8.01 Payment of Compensation

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

### ARTICLE 9 – RELEASES

#### 9.01 Releases

The Approval Order will declare that:

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

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

### **9.02 Cessation of Litigation**

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

### **9.03 Consent to Dismissal**

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

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## ARTICLE 10 – CLAIMANT EXPENSES

### 10.01 Claimant Expenses

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

## ARTICLE 11 – NO RETALIATION

### 11.01 No Retaliation

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

## ARTICLE 12 – CONFIDENTIALITY

### 12.01 Confidentiality

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

### 12.02 Destruction of Class Member Information and Records

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

### 12.03 Confidentiality of Negotiations

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

## PRIVILEGED AND CONFIDENTIAL

**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.

# PRIVILEGED AND CONFIDENTIAL

## ARTICLE 15 – GENERAL

### 15.01 Entire Agreement

This Agreement, including all recitals, and Schedules and Appendices, constitutes the entire agreement between the Parties with respect to the subject matter herein and cancels and 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

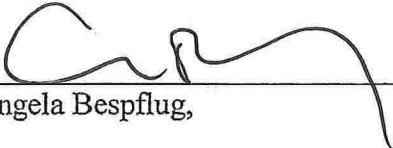
Prior to the Implementation Date, Canada will prepare a certified French translation of this Agreement and will pay the costs of the preparation of the translation. The English and French language versions shall be of equal weight and force at law.

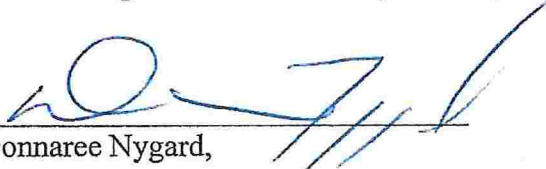
PRIVILEGED AND CONFIDENTIAL

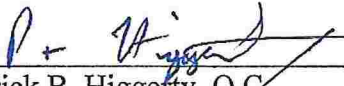
**15.05 No assignment**

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

  
\_\_\_\_\_  
Donnaree Nygard,  
Counsel for the Defendant

  
\_\_\_\_\_  
Patrick B. Higgerty, Q.C.  
Counsel for the Plaintiff,  
Dayna Roach