THIS AGREEMENT is made as of the 6th day of October, 2016.

BETWEEN:

THE ATTORNEY GENERAL OF CANADA, representing HER MAJESTY THE QUEEN IN RIGHT OF CANADA (the "Defendant")

and

JANET MERLO AND LINDA GILLIS DAVIDSON, as class action representative plaintiffs

WHEREAS:

- A. On March 27, 2012, the plaintiff Janet Merlo commenced Supreme Court of British Columbia Action No. S-122255, *Merlo v. Attorney General of Canada* against the Attorney General of Canada and the Minister of Justice of British Columbia. On March 25, 2015, the plaintiff Linda Gillis Davidson commenced Ontario Superior Court of Justice Action No. CV-15-52473600CP, *Davidson v. Attorney General of Canada*. Ms. Merlo and Ms. Davidson (the "Plaintiffs") allege that they and fellow female Regular Members, Civilian Members and Public Service Employees who worked within the RCMP were subject to gender and/or sexual orientation based discrimination, bullying and harassment in the workplace and that RCMP leadership failed to exercise their duty to women in the RCMP to ensure that they could work in an environment free of gender and sexual orientation based discrimination and harassment;
- 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 harassment have no place in the RCMP and wish to enter into this Settlement Agreement to:

- (a) restore confidence in the RCMP as an organization that values equity and equality;
- (b) implement measures to eliminate workplace harassment and discrimination in the RCMP; and
- (c) resolve the Claims of Primary Class Members who experienced and/or continue to experience gender and/or sexual orientation based harassment and discrimination (as defined below) while working in the RCMP during the Class Period;
- C. The Parties agree to: a) implement change initiatives and best practices aimed at eliminating Harassment in the RCMP and increasing equality and b) compensate Class Members who suffered injury as a consequence of that Harassment;
- D. The Parties entered into an Agreement in Principle on May 25, 2016, for the resolution of the Claims of the Class Members as defined in this Agreement;
- E. The Parties wish to settle all outstanding Claims relating to or arising from the allegations that the Primary Class Members were subject to gender and/or sexual orientation based discrimination, harassment and bullying while working within the RCMP;
- F. For the purposes of settlement, the Parties, subject to the Approval Order, have agreed to merge the *Merlo* action and *Davidson* action by filing a new statement of claim in the Federal Court, and discontinue the actions commenced in the Supreme Court of British Columbia and the Ontario Superior Court of Justice;
- G. 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 settle the Merlo action and Davidson action upon the terms contained in this Agreement;
- H. The Parties, subject to the Approval Order, agree to resolve all claims of Class Members relating to allegations of gender and/or sexual orientation based harassment, discrimination and bullying while working in 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 the Class 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, in consideration of the mutual agreements, covenants and undertakings set out herein, the Parties agree that all actions, causes of action, liabilities, claims and demands whatsoever of every nature or kind for damages, contribution, indemnity, costs, expenses and interest which any Class Member ever had, now has or may hereafter have arising in relation to the Claims asserted by the Class Members, whether such claims were made or could have been made in any proceeding including the Class Actions, will be finally settled based on the terms and conditions set out in this Agreement upon the Implementation Date, and the Releasees will have no further liability except as set out in this Agreement.

ARTICLE 1 – INTERPRETATION

1.01 Definitions

In this 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:

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

"Agreement in Principle" means the Agreement between the Attorney General of Canada, as represented by the Department of Justice and the Plaintiffs, as represented by Klein Lawyers and Kim Orr, signed in counterpart on May 25, 2016. Where there exists an inconsistency between this Agreement and the Agreement in Principle, this Agreement governs;

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

"Approval Order" means the judgment or order of the Federal Court approving this Agreement as fair, reasonable and in the best interests of the Class Members for the purposes of settlement of the Class Action pursuant to the applicable class proceedings legislation and the common law;

"Assessor" means, subject to the approval of the Federal Court, The Honourable Michel Bastarache, C.C., Q.C. agreed upon by the Parties to administer the Claims Process or, in the

event the Honourable Michel Bastarache, C.C., Q.C. is unable or unwilling to act, another person who is a retired jurist, subject to the approval of the Federal Court;

"Business Day" means a day other than a Saturday or a Sunday or a day observed as a holiday under the laws of the Province or Territory in which the person who needs to take action pursuant to this 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 Federal Court certifying the Class Action for settlement purposes;

"Change Initiatives" means the initiatives detailed in Schedule E to this Agreement;

"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 Assessor 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 first publication of the Notice of Settlement Approval;

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

"Class Action" means the Class Action commenced in the Federal Court;

"Class Counsel" means Klein Lawyers LLP and Kim Orr Barristers P.C.;

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

"Class Period" means the period from September 16, 1974 to the Approval Date;

"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 the settlement of the merged *Merlo* action and *Davidson* action as set out in 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;

"Consent to Disclosure of Information" means the form in Appendix 2 of Schedule B to this Agreement;

"Court" means Federal Court;

"Davidson action" means Ontario Superior Court of Justice Action No. CV-15-52473600CP commenced by Linda Gillis Davidson on March 25, 2015;

"Decision" means the decision of the Assessor with respect to a Claim and as set out in paragraph 33 of Schedule B to this Agreement;

"Designated Contact" means the individual(s) designated as the RCMP point(s) of contact for the 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 improper conduct in the workplace by any Regular Member, Special Constable, Cadet, Auxiliary Constable, Special Constable Member, Reserve Member, Civilian Member, Public Service Employee, including any Temporary Civilian Employee, working within the RCMP, male or female, that is directed at and offensive to another Regular Member, Special Constable, Cadet, Auxiliary Constable, Special Constable Member, Reserve Member,

Civilian Member, Public Service Employee, including Temporary Civilian Employee working within the RCMP, 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 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 gender and sexual orientation based harassment, gender and sexual orientation based discrimination, and sexual assault, including physical assault in the course of conduct constituting harassment;

"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;

"Merlo action" means Supreme Court of British Columbia Action No.S-122255 commenced by Janet Merlo on March 27, 2012;

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

"Opt Out Period" means the 60 day period following the publication of the Notice of Certification and Settlement Approval Hearing;

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

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

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

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

"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, 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 hereafter have, 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 gender and/or sexual orientation based discrimination, bullying and harassment while working in the RCMP that occurred during the Class Period, and including any such claim made or that could have been made in any proceeding including the Merlo and Davidson actions, 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 the Class Action commenced in the Federal Court merging the *Merlo* and *Davidson* actions, the B.C. (Minister of Public Safety and Solicitor General), and any other applicable provincial and territorial Ministers and governments who are liable for the actions of RCMP members acting as provincial constables under provincial legislation and/or other provincial-federal policing agreements, and their respective officers, agents, servants and employees;

"Request for Deadline Extension" means the form in Appendix 3 to Schedule B of this Agreement, to be submitted when a Claimant makes a request to extend the Claim Deadline;

"Secondary Class Members" means all persons who have a derivative Claim, in accordance with applicable family law legislation, arising from a family relationship with a Primary Class Member;

"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 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;

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

1.02 This Agreement is not to be construed as an admission of liability by any of the defendants named in the *Merlo* action or the *Davidson* action.

1.03 Headings

The division of this Agreement into Articles and Sections and the insertion of a table of contents and headings are for convenience of reference only and do not affect the construction or interpretation of this 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 hereof or as the same may from time to time be amended, re-enacted or replaced and includes any regulations made thereunder.

1.06 Day for any action

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

1.07 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.

1.08 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 Approval

Appendix 3 – Letter to Class Members by Direct Mail

SCHEDULE B - CLAIM PROCESS

Appendix 1 – Claim Form

Appendix 2 - Consent to Disclosure of Information

Appendix 3 – Request for Deadline Extension

Appendix 4 - Class Member List and Verification of Class Membership

Appendix 5 – Identification of Previous Claims

Appendix 6 – Compensation Levels

Appendix 7 – Compensation Amounts

Appendix 8 – Request for Reconsideration of a Level 2 Claim

Appendix 9 – Certification of No Prior Compensation

Appendix 10 – Travel Claim

Appendix 11 – 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 - CHANGE INITIATIVES

SCHEDULE F – JOINT COMMUNICATIONS PLAN

SCHEDULE G - NO RETALIATION DIRECTIVE

SCHEDULE H - OPT OUT FORM

1.09 Currency

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

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 the Class Members (including Persons under Disability) and the Class Action Plaintiffs, 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 Class Action

The *Merlo* and *Davidson* actions will be merged into a uniform omnibus Statement of Claim and filed in the Federal Court. The Statement of Claim will name the plaintiffs named in the original Claims and will name as defendant, Her Majesty the Queen.

3.02 Content of Class Action

The Class Action will define the classes, allege claims and seek relief with such modifications to the *Merlo* and *Davidson* claims as is necessary to correspond with this Agreement, including the scope of the Primary and Secondary classes and relief.

3.03 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 the Class Action for the purposes of settlement in accordance with the terms of this Agreement.
- 2) At the same time, or at a time to be agreed upon by the Parties, the Parties will make an application seeking orders that:
 - (a) the RCMP and Canada release to the Designated Contact information and documents required by the RCMP to compile a List of female Regular Members, Civilian Members and Public Service Employees who have worked within the RCMP during the Class Period as set out in Appendix 4 to Schedule B of this Agreement;

- (b) the RCMP and Canada compile a list of individuals who have been paid further to a civil claim, grievance or harassment complaint, including a complaint to the Canadian Human Rights Tribunal and/or who have had a prior civil claim, grievance or harassment complaint, including a complaint to the Canadian Human Rights Tribunal, otherwise resolved in respect of the same event(s) and injury(ies) as claimed in the Claim Form, in accordance with Appendix 5 to Schedule B. The list will include the name, date of birth and regimental number, if available, of the individual;
- (c) directing the RCMP to provide the aforementioned lists to the Office of the Assessor in accordance with Appendices 4 and 5 to Schedule B of this Agreement.

3.04 Approval Order

An application to obtain an Approval Order of this settlement will be heard 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 in its entirety including all Schedules and Appendices;
- (b) ordering and declaring that the 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 that on the expiry of the Opt Out Period all Class Members, unless they have opted out or are deemed to have opted out on or before the expiry of the Opt Out Period, have released the Releasees from any and all actions, including claims made under the Canadian Charter of Rights and Freedoms they have, may have had or in the future may acquire against the Releasees relating to or arising from gender and/or sexual orientation based discrimination, bullying and harassment while working in the RCMP during the Class Period;
- (d) 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 seeking compensation or other relief arising from or in relation to gender and/or sexual orientation based discrimination, bullying and harassment while working in the RCMP during the Class Period;

- (e) ordering and declaring that the obligations assumed by Canada under this Agreement are in full and final satisfaction of all claims against the Releasees, including claims made under the Canadian Charter of Rights and Freedoms, relating to or arising from gender and/or sexual orientation based discrimination, bullying and harassment while working in the RCMP during the Class Period;
- (f) ordering and declaring that on the expiration of the Opt Out Period all Class Members who have not opted out may not commence any proceedings seeking compensation or other relief arising from or in relation to gender and/or sexual orientation based discrimination, bullying and harassment while working in the RCMP during the Class Period against any person who may in turn claim against the Defendant;
- (g) ordering and declaring that the Notice Plan in Schedule A to this Agreement is approved by the Court;
- (h) ordering the RCMP and Canada to release to the Assessor information and documents required by him or as otherwise required in the Agreement, including Schedules and Appendices, in accordance with the terms of this Agreement;
- (i) 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;
- (j) ordering and declaring that the Assessor(s) 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 Assessor(s) by reason of the Settlement or the settlement claims process; and
- (k) ordering and declaring that no documents received by the 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 Assessor(s) by reason of the Settlement or the settlement claims process.

3.05 Merlo Action and Davidson Action

Upon approval of the settlement by the Federal Court the Plaintiffs will discontinue their actions in the Supreme Court of British Columbia and in the Ontario Superior Court of Justice, namely *Merlo v. Attorney General of Canada*, Supreme Court of British Columbia Action No. S-122255, and *Davidson v. Attorney General of Canada*, Ontario Superior Court of Justice Action No. CV-15-52473600CP.

3.06 Court Materials

The Parties agree to exchange materials for review and comment prior to filing such materials with the Court.

3.07 Time of Filing Court Materials

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

ARTICLE 4 – NOTICE

4.01 Notice

- 1) Canada agrees to pay the reasonable costs of any notices to the class which may be ordered by the Court.
- 2) Subject to the approval of the Court, notice to the class shall be implemented as set out in the Notice Plan attached as Schedule A to this Agreement.

ARTICLE 5 - OPT OUT PERIOD

5.01 Opt Out Period

There will be an Opt Out period of 60 days following the first publication of the Notice of Certification and Settlement Approval Hearing.

5.02 Opt Out Threshold

In the event that the number of eligible Claimants opting out or deemed to have opted out under the Certification Order exceeds fifty (50), this Agreement will be rendered void and the Certification Order 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 until thirty (30) days after the end of the Opt Out Period.

5.03 Opt Out

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

5.04 List of Opt Outs

Class Counsel shall promptly provide to the Defendant and to the Assessor, after the expiry of the Opt Out Period, copies of all Opt Out Forms received by Class Counsel.

ARTICLE 6 - THE ASSESSOR

6.01 Appointment of Assessor

Subject to the approval of the Court and as agreed upon by the Parties, the Honourable Michel Bastarache, C.C., Q.C. will be appointed the Assessor to administer the Claims Process and 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 the purposes of 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 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 Honourable Michel Bastarache, C.C., Q.C. is unable or unwilling to act, the Parties will agree upon another person who is a retired jurist and seek the Court's approval.

6.03 Additional Assessors

The Parties and the Assessor may jointly agree to retain one or more additional Assessors to provide for the timely assessment of Claims and if so, to jointly seek the approval of the Court. The additional Assessors are not agents, servants, or employees of Canada or a government institution for the purposes of 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

Subject to obtaining the approval of the Court, the Assessor's duties and responsibilities will include:

- (a) establishing and staffing an Office of the Assessor;
- (b) implementing the Notice Plan approved by the Court;
- (c) retaining an experienced claims administrator to assist with notice and other administrative functions as required;
- (d) developing a Claim Form for compensating Class Members;
- (e) developing, installing and implementing systems and procedures for receiving, processing, evaluating and making decisions respecting Claims including making all necessary inquiries to obtain information and documents (including consulting medical personnel) to determine the validity of any Claim;
- (f) receiving and responding to all inquiries and correspondence respecting Claims, supplying Claim Forms, reviewing and evaluating all Claims, and rendering decisions in respect of Claims;

- (g) receiving compensation payments on behalf of the Class Members from the RCMP IN TRUST and forwarding the compensation to the eligible Claimant within a reasonable period of time;
- (h) keeping or causing to be kept accurate accounts of activities, preparing such financial statements, reports and records for administrative and fiscal purposes as are determined by Canada; and
- (i) drafting a report that will provide an overview of the Assessor's observations and recommendations stemming from his work in assessing Claims.

6.05 Decisions of the Assessor

The Assessor will render a Decision in respect of a Claim to a Claimant promptly after the decision is made in accordance with paragraph 33 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, including the Office of the Assessor will be paid by Canada.

ARTICLE 7 - CLAIMS PROCESS

7.01 Objective

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

7.02 Establishment of the Claims Process

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

7.03 Claims Process

- 1) A Class Member making a Claim will complete a Claim Form identifying herself by name and setting out in detail 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.
- The Claimant will send the Claim Form to the Office of the Assessor 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. The Claimant will also provide consent to the release of documents in the possession of the RCMP, medical practitioners, hospitals and government health authorities, and other third parties if consent is required. Relevant documents and information include:
 - (a) 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;
 - (b) names and contact information of any witness to the harassment;
 - (c) 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), whether in the possession of the RCMP or the Claimant's healthcare providers;
 - (d) the Claimant's personnel file and any other file in the possession of the RCMP which may be relevant to the Claimant's career progression (i.e. training, assignments, job competitions); any conduct, complaint or grievance file in relation to the matters in question in the possession of the RCMP; and
 - (e) any information or documents relevant to the Claimant's attempts to mitigate her injury or loss.

7.04 Denial of Claim if Prior Compensation Received

The Assessor will deny a Claim upon determining that a previous civil claim, grievance or harassment complaint for compensation for harassment, including a complaint to the Canadian Human Rights Tribunal, 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 Appendix 5 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 Assessor 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 3 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;
- 3) Where an eligible Claimant does not submit a claim in the prescribed form and in accordance with this Agreement that Claimant 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 Office of the Assessor by the RCMP IN TRUST within 7 business days of receipt by the RCMP of the documentation from the Assessor requesting funds for payment of compensation, unless exceptional circumstances necessitate an additional period of time in which case the RCMP shall make best efforts to pay compensation expeditiously within such extended periods. The Assessor will make payment to the Claimant within 60 days of the date on which a Decision is rendered by him in respect of a Claimant, in accordance with Schedule B of this Agreement.

8.02 Other Government Benefits

- 1) There will be no amounts deducted from the compensation awarded to a Claimant under this settlement agreement in relation to any benefits paid or payable under the federal *Pension Act*, R.S.C. 1985, c. P-6 ("*Pension Act*"). Nothing in this Agreement prevents government officials who adjudicate or administer pensions under the *Pension Act* from making pension adjustments in accordance with the applicable legislation.
- 2) For the purposes of this Settlement, the defendant will not seek a stay under section 111 of the *Pension Act* in relation to any of the Class Members' Claims.

ARTICLE 9 – PROVINCIAL HEALTH INSURERS

9.01 Subrogated and Direct Claims for Recovery

Counsel for the Plaintiffs will contact provincial and territorial health insurers to determine if they will be pursuing a health care cost recovery claim for this action, and if so, the nature of their Claim. Counsel for the British Columbia Ministry of Health has advised that British Columbia will not pursue a health care recovery claim for this action.

ARTICLE 10 - RELEASES

10.01 Releases

The Approval Order will declare that:

- (a) upon the Approval Date, the Releasees are forever and absolutely released separately and severally by the Class Members from the Released Claims; and
- (b) the Class Members 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 and/or contribution and indemnity and/or other relief under the provisions of the Negligence Act, R.S.O., 1990, c. N-3, or its counterparts in other jurisdictions, the Police Act, RSBC 1996, Chapter 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.

10.02 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.
- 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 the *Merlo* and *Davidson* actions. 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.

10.03 Consent to Dismissal

Each Class Member who has commenced any action or proceeding relating to the same matters asserted in the Class Action must consent to a dismissal of such action or proceeding against the Releasees without costs before receiving any payment under the Claims Process.

ARTICLE 11 - CLASS COUNSEL FEES AND DISBURSEMENTS

11.01 Legal Fees

Canada will pay \$12,000,000.00 (twelve million dollars) plus applicable PST, GST and HST to Class Counsel as a contribution toward Class Counsel fees.

11.02 Payment of Legal fees

Payment shall be made to Class Counsel within 30 days following the Approval Date. The sum of \$6 million plus applicable sales taxes will be paid to each of Klein Lawyers LLP and Kim Orr Barristers P.C.

11.03 Disbursements

Canada will pay reasonable disbursements to Class Counsel as agreed or assessed by the Court. Class Counsel shall submit itemized Lists of Disbursements together with receipts or other supporting documentation satisfactory to Canada as soon as possible and at least 1 (one) month prior to the settlement approval hearing.

11.04 Claimant Expenses

Canada will re-imburse a Claimant for out-of-pocket expenses incurred to obtain documentary evidence in support of her Claim and for travel of more than 50 kilometers 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 12 – CHANGE INITIATIVES

12.01 Implementation of Change Initiatives

The Parties acknowledge that the RCMP has implemented or is in the process of implementing many change initiatives, including those set out in Schedule E of this Agreement. The RCMP agrees to make efforts to implement these change initiatives as soon as practicable, and in any event by December 31, 2017.

12.02 Apology

Without constituting an express or implied admission of fault or liability, the Commissioner of the RCMP will provide the Class Members with an apology, as defined in the *Apology Act*, SO 2009, c 3, at a time to be agreed upon by the parties, regarding Harassment in the RCMP. Such apology will not be admissible in any civil or criminal proceeding, administrative proceeding or arbitration as evidence of the fault or liability of any person in connection with that matter.

12.03 No Retaliation

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

ARTICLE 13 – SCHOLARSHIP FUND

13.01 Establishment of Scholarship Fund by RCMP

The RCMP will establish a scholarship fund, details of which will be at its discretion, with the objective of recognizing outstanding work in the area of anti-Harassment and the promotion of anti-Harassment principles.

ARTICLE 14 – CONFIDENTIALITY

14.01 Confidentiality

Any information provided, created or obtained in the settlement and Claims Process, whether written or oral, will be confidential by the Parties and their counsel, all Claimants, the

Assessor(s) and the Designated Contact, except where provided by law, and will not be used for any purpose other than the settlement and Claims Process unless otherwise agreed by the Parties.

14.02 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 Office of the Assessor will destroy all Class Member information and documentation in its possession.

14.03 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.

14.04 The Assessor(s) 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 15 – COMMUNICATIONS

15.01 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.

15.02 Joint Public Announcement

At the time agreed upon, the Parties will make a joint public announcement of this Agreement in accordance with the Joint Communication Plan in Schedule F of this Agreement.

ARTICLE 16- CONDITIONS, AMENDMENT AND TERMINATION

16.01 Agreement is Conditional

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

16.02 Amendments

Except as expressly provided in this Agreement, no 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 Courts without any material differences.

16.03 Termination of Agreement

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

ARTICLE 17 - GENERAL

17.01 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 thereto. 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 hereof other than as expressly set forth or referred to in this Agreement.

17.02 Applicable Law

This Agreement will be governed by the laws of Canada and, where silent, the laws of Ontario.

17.03 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.

17.04 Official Languages

Canada will prepare a French translation of this Agreement. Prior to the Implementation Date, Canada will pay the costs of the preparation of an authoritative French version of this Agreement and such cost shall include costs of review by a designate of the Parties. The authoritative French version shall be executed by the same Parties who executed this Agreement and, once executed, the English and French language versions shall be of equal weight and force at law.

17.05 No assignment

Except as directed by court order, no amount payable under this Agreement can be assigned, and such assignment is null and void.

IN WITNESS WHEREOF the Parties have executed this Agreement this day of October, 2016.

David A. Klein,

Counsel for the Plaintiff,

Janet Merlo

Mitchell Taylor, Q.C.,

Counsel for the Defendant the Attorney General of Canada

Won J. King.
Counsel for the Plaintiff,

Linda Gillis Davidson

Gina M. Scarcella.

Counsel for the Defendant the

MSiarcelle

Attorney General of Canada

SCHEDULE A NOTICE PLAN

Merlo/Davidson Settlement - Overall Notice Plan

The following operations will be carried out as part of the Notice Plan:

- 1. News Release and News Conference announcing the proposed Settlement
- 2. Postings on Websites and Social Media
- 3. Notices, to be published in major newspapers across Canada and Other Supporting Advertizing
- 4. Direct Mail to Class Members
- 5. Ongoing Media Relations
- 6. Possible Additional Measures
- 7. Various Control and evaluation Measures
- 8. Possible Follow-up Measures

Subject to approval from the Court, the RCMP will forward the list of past and present female employees going back to September 16 1974. This list will be used to prepare the direct mail operation, as well as the advertizing program.

1. News Release and News Conference Announcing the Proposed Settlement

A news conference was held on October 6, 2016, as early as possible after the government of Canada approved the projected Settlement Agreement to prevent leaks that might have resulted in rumours, bad or incomplete information, and confusion. See Schedule A.

2. Postings on Websites and Social Media

The independent assessor has his own website that became operational as of October 6, 2016. The full content of the website is described in Schedule B to this plan. The website contains full information on the settlement. Official documents, as well as all the forms required by the Claimants, will be added pending the Court's approval.

Hyperlinks will also be created with the websites of the RCMP, and Klein Lawyers and Kim Orr.

The independent assessor will also create a Facebook page, a Twitter account, a Youtube channel and TO BE DETERMINED. These will act as touts to the website.

3. Notices to be Published in Major Newspaper Across Canada and Other Supporting Advertizing if Required

A NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL HEARING was published in major Canadian newspapers on DATES (see Schedule B to this plan).

A NOTICE OF SETTLEMENT will be published in the 7 to 10 day period following the Court's approval of the Settlement.

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A specialized media placement agency has been retained. Following best practices, this agency will analyse the information on the list of class members once it becomes available to construct a media placement plan designed to reach the greatest number of Class Members.

4. Direct Mail to Class Member

As provided for in the Agreement.

5. Ongoing media relations

Beyond the initial news conference, the independent assessor will regularly update the media on his activities. The advertising program itself will be announced before it is carried out. Regular updates will be published. A media spokesperson will be available at all times.

6. Possible Additional Measures

State-of-the-art communications plans rely on research, the most reliable often being that conducted with the primary targets of the campaign, here, the Class Members. We have no access to Class Members. We have suggested to their lawyers they might ask them about what they feel would be the most effective means to reach them, apart from the direct mail operation which will be carried out. For instance, have they turned to other support networks, such as unions, women's groups or community networks? Have they themselves formed into a network we could work with to better inform them? What third-party source would they trust as a source of information? If we are provided with additional information of this nature, we will refine our plan accordingly.

7 Various Control and Evaluation Measures

Evaluation will remain difficult. We have no way of determining if women who do not answer have chosen not to participate or were never cognisant of the Settlement. The only way to determine this would be to poll women on the list that have not answered, asking them whether they knew about the Settlement or not, an obviously difficult proposition ethically since the very fact of being questioned could cause additional anxiety.

Several indicators will be closely monitored to evaluate the efficiency of the independent assessor's Notice and Communications Plan. These include:

News conference and Ongoing Media Relations

- Number of media present
- Coverage
- Follow-up requests

Website and Social Media

- Number of visits on the different pages of the website and social media
- Number of downloads of the forms

Direct mail

- Number of delivered/returned envelopes
- Number of requests for forms, either by telephone or through the website Advertising program (traditional and social media)
- Reach and frequency are calculated beforehand using recognized statistical tools. Confidential call-in telephone line
 - Number of calls
 - Topics

8. Possible Follow-up Measures

The direct mail and advertising program will be concentrated in the first 40 days following the first announcement of the Settlement. Should the various control and evaluation measures indicate a low response rate, advertising through traditional and social media, and media relations, could be intensified.

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SCHEDULES

Schedule A:

Statistics on the number of journalist and media attending the press conference, as well as details of the e-mailing of material to journalists not attending, will be added here. We might also append the material distributed to the media.

Schedule B:

Detailed description of the content of the website, including indications as to content to be added pending the Court's approval of the Settlement.

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SCHEDULE A - APPENDIX 1

NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL HEARING

RCMP Gender Harassment and Discrimination Class Action

If you are a female or identified as a female and were an RCMP Regular Member (for purposes of this Proposed Settlement includes Regular Members, Special Constables, Cadets, Auxiliary Constables, Special Constable Members, and Reserve Members), Civilian Member or Public Service Employee (for purposes of this Proposed Settlement includes Temporary Civilian Employees) working within the RCMP, this notice may affect your legal rights. Please read it carefully.

Class action lawsuits were initiated alleging gender based harassment and discrimination within the RCMP. The Defendants, while not admitting liability, have agreed to a settlement of these lawsuits. 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. The class is defined as:

Primary Class Members: female current and former living Regular Members, Civilian Members and Public Service Employees (who are appointed by the Commissioner of the RCMP under the delegated authority of the Public Service Commission pursuant to the *Public Service Employment Act*, R.S.C., 1985, c. P-32; amended S.C. 2003, c. 22, ss.12, 13) who worked within the RCMP during the Class Period who experienced and/or continue to experience gender and sexual orientation based harassment and discrimination while working in the RCMP during the Class Period, and who have not opted out or are not deemed to have opted out of the Class Action on or before the expiry of the Opt Out Period.

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

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

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

If you <u>do not</u> wish to participate in the class action, you must deliver a signed Opt-Out Form to Class Counsel received or postmarked no later than ******, 2016. 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. The Opt-Out Form can be obtained from Class Counsel at the address below. It is also available on Class Counsel's websites.

If you have an ongoing lawsuit with respect to gender or sexual orientation based harassment or discrimination in the RCMP, and you wish to participate in the proposed class action settlement, you must discontinue your lawsuit before ****, 2016. If you do not, you will be deemed by s. 334.21(2) of the Federal Courts Rules, SOR/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 contains numerous change initiatives directed at eliminating workplace harassment and discrimination in the RCMP. The settlement also provides compensation for members of the Primary Class who experienced gender or sexual orientation based harassment or discrimination while working in 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 at the address below. These documents are also available on Class Counsel's websites.

The Approval Hearing and Your Right to Participate

A motion to approve the settlement is scheduled to be heard on **, 2016 at 10 am at the Federal Court of Canada, Trial Division, ****. 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 in advance of the hearing, 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.

For More Information

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

SCHEDULE A - APPENDIX 2

NOTICE OF SETTLEMENT

RCMP Gender Harassment and Discrimination Class Action

If you are a female or identify as a female and were an RCMP Regular Member (for purposes of this Settlement includes Regular Members, Special Constables, Cadets, Auxiliary Constables, Special Constable Members, and Reserve Members), Civilian Member or Public Service Employee (for purposes of this Settlement includes Temporary Civilian Employees) working within the RCMP, this notice may affect your legal rights. Please read it carefully.

On ***, the Federal Court (Canada) approved a settlement of the class action *Merlo and Davidson v. Canada*. 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. The class is defined as:

Primary Class Members: female current and former living Regular Members, Civilian Members and Public Service Employees (who are appointed by the Commissioner of the RCMP under the delegated authority of the Public Service Commission pursuant to the *Public Service Employment Act*, R.S.C., 1985, c. P-32; amended S.C. 2003, c. 22, ss.12, 13) who worked within the RCMP during the Class Period who experienced and/or continue to experience gender and sexual orientation based harassment and discrimination while working in the RCMP during the Class Period, and who have not opted out or are not deemed to have opted out of the Class Action on or before the expiry of the Opt Out Period.

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

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

Secondary Class Members: all persons who have a derivative Claim in accordance with applicable family law legislation arising from a family relationship with a member of the Primary Class.

Anyone who has 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 contains numerous change initiatives directed at eliminating workplace harassment and discrimination in the RCMP. The settlement also provides compensation for Primary Class Members who experienced gender or sexual orientation based harassment or discrimination while working in 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 forms and protocols by contacting Class Counsel at the address below. These documents are also available on Class Counsel's websites.

How Do I Make a Claim?

Primary Class Members must submit a claim form together with all supporting documentation to the Assessor 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

For more information about the settlement or to obtain a Claim Form, contact Class Counsel:

Or contact the Office of the Assessor:

SCHEDULE A – APPENDIX 3

LETTERS TO CLASS MEMBERS BY DIRECT MAIL

Text for letter from RCMP Commissioner to Primary Class Members and accompanying Notice of Certification and Settlement Approval:

RE: Merlo and Davidson Federal Court class action alleging gender and/or sexual orientation based discrimination, bullying and harassment against female RCMP members and public service employees

I am pleased that the parties in this litigation have reached a settlement agreement.

This agreement will now be submitted to the court for its review and approval. If the court approves the settlement it will then be implemented. The settlement has two main components: a) change initiatives to be implemented by the RCMP; and b) a claims process to be administered by retired jurist the Honourable Michel Bastarache.

Historically, harassment in the RCMP has been a cultural problem. It is unacceptable. I and my senior management are committed to continuing to build on broad efforts that support a respectful and inclusive workplace.

You will find enclosed a Notice of Certification and Settlement Approval Hearing which provides more detail and information regarding who you should contact for more information about the terms of the proposed settlement and about making a Claim.

Text for Letter from RCMP Commissioner to Primary Class Members and accompanying Notice of Settlement:

RE: Merlo and Davidson Federal Court class action alleging gender and/or sexual orientation based discrimination, bullying and harassment against female RCMP members and public service employees

By letter dated XXXX you were advised that the parties in this litigation reached a settlement agreement which was subject to the approval of the Federal Court. I am pleased to advise that the Honourable Judge XXXX of the Federal Court approved the Settlement onDATE.

Enclosed please find a Notice of Settlement Approval which provides more detail about the Settlement and the process for making a Claim, including contacts from whom you can obtain more information.

SCHEDULE B

CLAIMS PROCESS

Sole Obligation of Canada

- 1. Canada shall pay compensation to the Claimants only as is set out and in accordance with this Claims Process.
- 2. Payment will be made to the Claimants in accordance with the determinations made by the Assessor as set out below.

Claimant Application

- 3. 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.
- 4. 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 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 3 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.
- 5. No person may submit more than one Claim Form on her own behalf.
- 6. Where an eligible Claimant does not submit a Claim Form as prescribed in this Agreement that Claimant will not be admitted to the Claims Process and any entitlement to make a Claim for compensation will be forever extinguished.
- 7. 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.
- 8. A Primary Class Member making a Claim will complete a Claim Form provided in Appendix 1 to this Schedule, setting out in detail the complaint and the alleged injury and damage (collectively referred to as "injury") caused.
- 9. In the Claim Form a Claimant will identify herself by name, provide particulars of the Harassment complained of (including events, actors, location, time frame) and will identify the injury caused.

- 10. A Claimant will provide the Claim Form in Appendix 1 to this Schedule to the Office of the Assessor within 180 days from the first publication of the Notice of Settlement Approval and, at the same time, or within 60 (sixty) days of the submission of the Claim Form, will provide all relevant supporting documentation in her possession or control, including medical records and reports.
- 11. The Assessor may make inquiries of a Claimant to request additional information or documentation to clarify any concerns, ambiguities or inconsistencies in the Claim. 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.

Consent to Release of Supporting Documentation

- 12. The Claimant will also provide written consent to the release of documents in the possession of the RCMP, medical practitioners, hospitals and government health authorities, and other third parties if consent is required, in the form contained in Appendix 2 to this Schedule.
- 13. Relevant documents and information that will be accepted will include, but not be limited to:
 - (a) 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:
 - (b) names and contact information of any witness to the Harassment;
 - (c) 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), whether in the possession of the RCMP or the Claimant's healthcare providers;
 - (d) the Claimant's personnel file and any other file in the possession of the RCMP which may be relevant to the Claimant's career progression (i.e. training; assignments; job competitions);
 - (e) any conduct, complaint or grievance file in relation to the matters in question in the possession of the RCMP; and
 - (f) any information or documents relevant to the Claimant's attempts to mitigate her injury or loss.

Attestation

14. A Claimant seeking compensation shall certify in writing to the Assessor 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 to the Assessor, either directly or by providing her consent to its release, all relevant documents with respect to her Claim.

Verification of Class Membership

15. The Assessor will take the necessary steps to verify that the Claimant is a Primary Class Member in accordance with Appendix 4 to this Schedule.

Information and Document Gathering by the Office of the Assessor

- 16. The Office of the Assessor will ensure that all relevant information and documents have been gathered from the Claimant and the RCMP in accordance with Article 6 of the Agreement and this Schedule, keeping in mind principles of proportionality based on the nature and severity of the claim.
- 17. The Office of the Assessor will assemble all Claimant material in an organized manner (the "Claim Package"). The Assessor will provide to the Claimant information and copies of documents which pertain solely to the Claimant. Copies of documents obtained from the RCMP and other government institutions containing third party information will not be provided or disclosed to the Claimant.

Prior Compensation

- 18. The Assessor shall make all reasonable attempts to determine whether a Claimant has been paid and/or a prior claim 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 5 of this Schedule in so doing.
- 19. The RCMP shall carry out the measures set out in Appendix 5 of this Agreement in order to satisfy Canada regarding whether a Claimant has been paid and/or a prior claim by her was otherwise resolved in respect of the same event(s) and injury(ies) as claimed in the Claim Form.

Assessment and Determination of Claims

- 20. The Assessor shall determine the Claims in accordance with the Agreement, including the Schedules and Appendices to Schedules.
- 21. The Assessor will determine for each Claim whether it falls within levels 1, 2 or within levels 3 to 6 by adopting the factors of culpable conduct and effect on victim categorized in Levels 1 to 6 of "Compensation Levels" in Appendix 6 to this Schedule.

Level 1 and 2 Claims

- 22. 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 7 of this Schedule.
- 23. Within 30 days of a Claimant being sent the Assessor's Decision of a Level 2 Claim, the Claimant may, by submitting a Request for Reconsideration of a Level 2 Claim Form in Appendix 8 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 receipt of the Decision.
- 24. The deadline for submitting a Request for Reconsideration will be stipulated in a cover letter sent to the Claimant with the Level 2 Decision.
- 25. Upon receipt of a reconsideration request for a Level 2 Claim, the Assessor shall decide whether to reconsider the Claim in accordance with paragraph 23 of this Schedule and, if so, then the provisions applicable to higher level Claims apply, including a personal interview.

Level 3 to 6 Claims

- 26. For a Level 3 to 6 Claim the Assessor will review the Claim Package, including all supporting documentation, and will interview the Claimant. The Assessor, may, in his or her discretion, seek any information necessary to properly determine the Claim, including information from the RCMP.
- 27. 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.
- 28. 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.
- 29. 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 10 to this Schedule, 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.

30. 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 to properly determine a Claim. The purpose of such consultation is to provide the Assessor with an expert opinion. The Assessor shall make his own determination on all aspects of the Claim.

Determination of Claim

- 31. 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 6 of this Schedule.
- 32. The Assessor may deny any Claim as unproven or on the basis that the events do not constitute Harassment.
- 33. 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 23 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

34. Payment of compensation to a Claimant will be administered by the Assessor, who will request and receive the necessary funds from the Director General, RCMP Corporate Accounting, Policy and Control ("the DG CAPC"). 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 Assessor will make a request for funds to the DG CAPC either once per month, on the first day of the month, or twice per month, on the first and fifteenth day of the month.

- 35. When requesting funds for payment of compensation, the Assessor will provide to the DG CAPC 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, together with a brief summary of the Assessor's justification for the Decision.
- 36. 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.
- 37. To satisfy government financial accountability and audit requirements, the Assessor will also provide a document to be seen only by the DG CAPC that identifies the names that correspond with the unique numerical pseudonyms. In the event the DG CAPC is unavailable or unable to carry out the responsibilities set out in this Agreement, those responsibilities shall be carried out by the RCMP Chief Financial Administrative Office ("the CFAO"). Once the DG CAPC or the CFAO is satisfied as to the purpose of the payment and the individual recipient the DG CAPC or CFAO will issue the funds IN TRUST to the Assessor.
- 38. The DG CAPC 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 DG CAPC, and, when the DG CAPC is unavailable or unable to carry out the responsibilities set out in this agreement, the CFAO, will have access. Only the DG CAPC and the CFAO will know the combination to the safe.
- 39. In the event that an audit or any other required process is undertaken, the list kept by the DG CAPC may be provided by the RCMP to the auditor to show compliance with government financial accountability and audit requirements.
- 40. The DG CAPC 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 DG CAPC 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 9 of this Schedule.
- 41. To preserve the confidentiality of the identity of Claimants, the Director General, RCMP CAPC will not disclose the names of Claimants within the RCMP except in accordance with paragraph 39 of this Schedule.
- 42. The Assessor will establish and maintain an interest-earning trust account that will be used to make payments to Claimants.

- 43. The trust account will be established with a Canadian financial institution that is a member of the Canadian Payments Association. The Assessor 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.
- 44. All interest accrued in the trust account will be remitted to Canada, less any amount required to cover bank fees associated with the account.
- 45. The Assessor will make all deposits and withdrawals relating to Claimant compensation from the trust account identified in this Schedule.
- 46. The Assessor 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.
- 47. The RCMP will make payment to the Assessor's trust account within 7 business days of receipt by the RCMP of the documentation requesting funds for payment of compensation.
- 48. The Assessor shall withhold from payment to Claimants any percentage or amount ordered by the Federal Court to be paid to Class Counsel. The Assessor shall make such payment to Class Counsel in accordance with the order of the Federal Court.
- 49. 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 Assessor shall make payment to the Claimant in an amount equal to the amount to which he has determined that she is entitled, less any amount withheld for payment to Class Counsel.
- 50. In respect of Level 2 Claims, the Assessor will make payment to the Claimant after any reconsideration of the Decision has been decided or after the thirty day period to seek a reconsideration of the Decision has elapsed and no request was submitted, whichever is later.
- 51. Quarterly, the DG CAPC, will attend at the Office of the Assessor and will review/reconcile the Assessor's trust account (i.e., matching names of payees, amounts, dates of deposit, dates of payment and balance of funds). The Assessor and the DG CAPC, will agree to a mutually convenient time for this meeting once per quarter of the Fiscal Year.
- 52. 120 days after the Assessor makes the final payment(s) to Claimants, at the completion of the Claims Process the DG CAPC, will attend at the Office of the Assessor to conduct a final reconciliation of all payments in the Trust Account records and the list(s) of Claimants.

53. Under paragraph 64(1) and 64(2)(b) of the Financial Administration Act, R.S.C., 1985, c. F-11 the RCMP 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. The RCMP will seek permission to withhold the names of individual recipients of compensation under this Agreement.

SCHEDULE B – APPENDIX 1 CLAIM FORM

·			



THE HONORABLE MICHEL BASTARACHE, C.C., Q.C. INDEPENDENT ASSESSOR

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 called a conciliation. A conciliation is a voluntary, flexible, and confidential process. The Independent Assessor 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 conciliation is not a judicial process or arbitration. This is a private initiative of the RCMP and Merlo/ Davidson Class Action Parties. This conciliation is directed solely to female RCMP Members, Civilian Members or Public Service Employees working within the RCMP, who were subjected to gender or sexual orientation based discrimination and harassment by other RCMP Members. (For purposes of this Proposed Settlement only, Regular Member includes Regular Members, Special Constables, Cadets, Auxiliary Constables, Special Constable Members and Reserve Members, and Public Service Employee includes Temporary Civilian Employees.)

Getting counseling, support and legal assistance

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

Throughout this Independent Conciliation Process, you will be asked information about the harassment you suffered while a Member or a Civilian Members of the RCMP, or a Public Service Employee working within the RCMP. This Claim Form asks you to describe, in detail the gender or sexual orientation based 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 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.



PROVIDING COMPLETED CLAIM FORMS

Supporting documents

When you provide your Claim Form, please also provide any relevant documents that support your claim. Documents that are not immediately available can be sent as soon as they are available but no later than 60 days before the assessment of the claim. You will receive notice of the date of assessment well in advance. The Assessor must be notified that documents will be sent after the filing of the Claim Form. These are documents that may confirm the details of the harassment you experienced, that provide names and contact information of witnesses to the harassment, that confirm the injuries or harm you experienced (like physical or psychological medical records), your personnel file, files from any RCMP complaint or grievance, and any documents about your efforts to recover from your injuries or losses.

Providing consent to release information

You will also be asked to provide consent to allow the Independent Assessor to request the release of documents and records possessed by the RCMP (without compromising confidentiality), medical practitioners, hospitals, government health authorities and other third parties to provide more information about your claim. These documents will be kept strictly confidential.

Categories of compensation

The RCMP and Merlo/Davidson Class Action Parties have agreed to six categories of compensation for female Members and Civilian Members of the RCMP, or Public Service Employee working within the RCMP who experienced gender or sexual orientation based or sexual orientation discrimination. The Independent Assessor will conduct a preliminary assessment of the claim once the Claim Form is received.

Interview

The Independent Assessor will decide on 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 receiving the 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, or if she has additional documentation or information that was not reasonably available to her before receiving the Independent Assessor's decision. A reconsideration form can be obtained from the Independent Assessor for that purpose. It is also available online.

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



Deadline for submitting the Claim Form

All completed Claim Forms, along with a photocopy of a government issued piece of photo identification and all supporting documents must be sent to the Independent Assessor within 180 days from the first publication of the court approval of the Notice of Certification and Settlement, that date being XXXX.

You do not need to send the Claim Form in right away, but you must send it 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 tour Claim Form.

In exceptional circumstances, the Independent Assessor may provide an extension not exceeding three months. 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.

This form must be completed and sent to the Independent Assessor, 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 Independent Assessor. 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 Independent Assessor
130, Albert Street, Suite 1103
Ottawa (Ontario) K1P 5G4

Additional information

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

There will be 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 like emails or pictures, please attach those to your Claim Form or send them later if necessary, as mentioned earlier. If your Claim Form is incomplete, you will be asked to provide more details; this may delay the processing of your claim.

The information you provide in your Claim Form is a very important part of what 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 with black ink.

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 will 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 Independent Conciliation 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 you have read and signed the Authorization and Direction to Release Information form (Schedule A) also found at the end of the Claim Form.

Make sure to read and sign the **Declaration** found at the end of the 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 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 Independent Assessor, please immediately advise the Office of the Independent Assessor 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 office of the Assessor will destroy all Class member information and documentation in its possession.



III - PROJECTED TIMELINE

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

DATE	CLAIMS PROCESS
	First publication of the approval by the Federal Court of the Notice of Settlement Approval.
xxxx	Claimants have 180 days to exercise their claim by submitting the required forms. The forms are available on the Independent Assessor's website, or can be mailed to them.
	At all times during the process, claimants can ask for information by calling the Independent Assessor's office.
	All claimants must complete the following forms:
	Claim Form
	Claimant Eligibility Form
	Consent to Disclosure of Information Form
	No Prior Compensation Form
From XXXX to YYYY	These forms must be forwarded to the Independent Assessor before YYYY. Any supporting documentation not included in the Claim Form must be forwarded no later than 60 days after the Claimant has submitted her Claim Form.
	The Independent Assessor analyses the Claim Forms using a six-level scale agreed to by the parties to the Settlement.
	He 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 ask for reconsideration of this determination if they so desire by filling out the Level 2 Reconsideration Form.
	He conducts face to face interviews with claimants determined to be in Categories 3, 4, 5 and 6.
	Final day on which Claim Forms can be received by the Independent Assessor.
YYYY	In certain circumstances, the Independent Assessor can grant an extension of this deadline not exceeding XX days. Claimants must then fill out the Request for Deadline Extension Form.
ZZZZ	Final day on which the Deadline Extension Form can be forwarded to the Independent Assessor.



PLEASE READ THE FOLLOWING BEFORE PROCEEDING TO THE NEXT PAGE

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

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



IV - CLAIM FORM

SECTION A PERSONAL INFORMATION			
1 Name			
First Name(s)	Last Name		
Other names you are known by (for example, maiden name, nicknames)			
Name while in service			
Rank	Regimental Number		
			rtmijskavskivskývykála kř
2 Mailing Address			
Street name and number	Apartment number, P.C). Box or RR#	
Province/Territory	City/Village	Postal Code	



3 Contact information	
()	Can we leave a message at this number? ☐ Yes ☐ No
Home Phone Number	
()	Can we leave a message at this number?
Cellular Phone Number:	
	Can we send you a message at this email address?
Email address	
What is the best way to contact you?	☐ Home Phone ☐ Cell Phone ☐ Mail ☐ Email
4 Do you have a personal representative	or a guardian?
☐ Yes ☐ No If you have a personal represe	lative or a guardian, please provide the following information:
Name of personal representative or guardian	
Street name and number	Apartment number, P.O. Box RR#
Province/Territory	City/Village Postal Code
()	
Phone Number	Email
5 Are you represented by a lawyer?	
☐ Yes ☐ No If you have a lawyer, please pr	vide the following information:
Name of lawyer	
Street name and number	Office Number
Province/Territory	City/Village Postal Code
()	
Phone Number Fax Number	Email

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6 Your date of birth					
	00.000.000.000.000	Day	Month		Year
7 Your Country & Province/State/Territory of birth					
8 Your Gender	Anticologico	☐ Male	☐ Female	☐ Transgender	
9 Your Family					***************************************
ather's name	_	Occupation			
other's name	-	Occupation			
olings' names					
1	- 11				
2	12				
3	13				
4	_ 14				
5	15				
6	16				
7					
8	18				
9	-				
10		Please attach a to fully answer		paper as necessary	
10 Do you have any health problems that you feel co process if it was to be held more than six months			rom participatin	g in the conciliation	on
☐ Yes ☐ No ☐ If your answer is "Yes", please attained the need for an accelerated c	ach a	note from a do	ctor confirming the	nature of your health	probler



Claimant Eligibility

You must confirm you were a female RCMP Member, a Civilian Member or Public Service Employee who served in the RCMP, at any time between September 16, 1974 and XXXX. (For purposes of this Proposed Settlement only, Regular Member includes Regular Members, Special Constables, Cadets, Auxiliary Constables, Special Constable Members and Reserve Members, and Public Service Employee includes Temporary Civilian Employees.)

11	Please provide details confirming your service as a n Please provide all postings with period served in detachment for each posting. Please attach all sup	each posting and rank.	Please indicat	
	Posting	Time Period	Rank	Detachment Size
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12		1		
13				
14				
15				
Please a	attach as many sheets of paper as necessary to fully answer	the question.		

sexual orientation based discrimination and harassment by an RCMP member?

12 Have you started at any time a court action or any administrative proceeding for compensation for gender or



SECTION B

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

13 Please complete the following chart with information relating to the gender or sexual orientation based discrimination and harassment you suffered while working within the RCMP. A more detailed account will be requested on the next page.

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	Incident of Harassment (Briefly describe the gender or sexual orientation based discrimination and harassment and any other wrongful act that you suffered)	Approximate Date(s) of Harassment (Month(s)/Year(s))	Where did it happen?	Who Harassed You? (Name of the person, position and title of the person)
1				
2				
3				
4				
5				
6			1 111 111 111 111	
7				
8				
9				
10				

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



-		
14 Di	id you ever repo	rt the gender or sexual orientation based discrimination and harassment?
☐ Yes	□ No	If so, please include or send as soon as possible to the Office of the Independent Assessor a copy of any documents (emails, letters, etc.) related to your reporting the gender or sexual orientation based discrimination and harassment.
17 C 7 C 1 C 7 C 1 C 7 C 1 C 7 C 7 C 7 C	_	al proceeding as a result of you reporting the gender or sexual orientation based
di di	scrimination and	d harassment, did you make a victim impact statement?
☐ Yes	□ No	If so, please include or send as soon as possible to the Office of the independent Assessor a copy of the victim impact statement you made.
16 PI	ease tell us you	r story.
	cident of gender or I as you can:	sexual orientation based discrimination and harassment you listed in Question 13, please describe each in as
 How did What hap Was anyt When did gender on How ofte When did Where di Did anyo Did you s 	it happen (circumstopened (please des thing said to you du the gender or sexif sexual orientation at the gender or sexif the g	the gender or sexual orientation based discriminatory and harassing acts? ances leading up to the gender or sexual orientation based discrimination and harassment)? oribe the acts of gender or sexual orientation based discrimination and harassment)? oring the incident(s)? For example, were you threatened (if so, what was said to you)? ual orientation based discrimination and harassment happen (please indicate the approximate date when the based discrimination and harassment started)? or sexual orientation based discrimination and harassment happen? ual orientation based discrimination and harassment stop? cual orientation based discrimination and harassment happen? appened to you (if so, please list the name(s) and contact information, if available, of this/these person(s))? or (for example, a parent, spouse, friend, etc.)? manifestations (bruising, pregnancy, etc.)?

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	_	
Please attach as many sheets of paper as necess	ary to fully answer the question.	



17	For each of the incidents of gender or sexual orientation based discrimination and harassment described at Question 16, please explain in your own words how the gender or sexual orientation based discrimination and harassment has affected your life. Give as much detail as possible. For example, what were the repercussions of the gender or sexual orientation based discrimination and harassment on your personal relationships, intimate relationships, and professional relationships?
•	
Please a	attach as many sheets of paper as necessary to fully answer the question.



18 Aggravating Factors									
What other circumstances, if any, did you experience that worsened the effects of the harassment you suffered? Please check any aggravating factors that apply to your claim. These factors are simply examples, you can add any other aggravating factors you see as relevant in the space provided below.									
☐ verbal abuse	☐ humiliation								
☐ racist acts	☐ degradation								
☐ threats	☐ vulnerability								
☐ witnessing someone else being abused	☐ betrayal (that is, you were harassed by an individual working within								
☐ violence accompanying sexual harassment	the RCMP who had a relationship of trust with you or who was in a position of authority over you)								
☐ intimidation									
	· ·								
	•••								
Please attach as many sheets of paper as necessary to fully answer	the question.								



you are not still	experiencing any s	ucn problems,	piease write "N	/A" in the space p	provided below.	
		-				
	 					
	•					



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							m		100				50%	ggs:		720	78	720	2
	•	255	ALC: U	18	L COLT	NΙ	HI A	A.A.588	See See	ľ	9623	a t	B +3	. 1	. 108	4.	٧,	20 1	α
W	100	188	8878	ш		IN	HL C	护肥	162	100 m	9 m	3	a 49	Η.	l m	41	, 1	Ø 1	
				MIL.															

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 discrimination and harassment committed by an individual working within the RCMP that you suffered?

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.	☐ Yes 〔
--	---------

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)
				n 10

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

CLAIM FORM



Were you treated for a similar injury or condition before the gender or sexual orientation based discrir and harassment by an individual working within the RCMP?							
☐ Yes	□No	If you answered "Yes", please provide the name of the person who treated you, describe the injury and treatment, and provide the approximate date(s) when you received that treatment					

Please at	ltach as many sheets	s of paper as necessary to fully answer the question.					



SECII	OTHER INFORMATION ABOUT YOU
444 (1994) 144 (1994)	ere you ever physically, emotionally, or sexually harassed by any person other than an individual working ithin the RCMP?
☐ Yes	□ No
Α-	If you answered "Yes" to question 22, please advise whether you reported such physical, emotional, sexual or sexual orientation harassment to the police and whether there were/are legal proceedings (whether civil or criminal) with regard to these events.
	☐ Yes ☐ No
In y	If you answered "Yes" to question 22, please answer the following questions to the best of your knowledge and ability: Who physically, emotionally, or sexually harassed you? How did it happen (circumstances leading up to the physical, emotional, sexual or sexual orientation harassment)? What happened (please describe the acts of physical, emotional, sexual or sexual orientation harassment)? Was anything said to you during the physical, emotional, sexual or sexual orientation harassment (For example, a threat? If so, please describe what was said)? When did it happen (please include the approximate date when the physical, emotional, sexual or sexual orientation harassment started)? How often did the physical, emotional, sexual or sexual orientation harassment happen? When did the physical, emotional, sexual or sexual orientation harassment stop? Where did the physical, emotional, sexual or sexual orientation harassment happen? Did anyone witness what happened to you (if so, please provide the name and contact information of the witness (es)? Did you speak to anyone about the physical, emotional, sexual or sexual orientation harassment (for example, a parent, spouse, friend, health care professional, etc.)? Our own words, please describe how this other physical, emotional, sexual or sexual orientation harassment affected your life, adding you training and employment, in the space below:

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Please attach as many sheets of paper a	s necessary to fully ans	wer the allestlan		



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23 Please provide details about your education and training.

School, college, university.	Approxin	nate dates	Grade/level reached and certificate degree or diploma obtained		
School, college, university, or other faculty attended	From	То	degree or diploma obtained		
		<u> </u>			
<u> </u>					



Please provide details about your work history outside the RCMP, whether it was paid or volunteer. 24

N	Approxin	Reason(s) why you stopped		
Name of your employer and job title ¹	From	То	Reason(s) why you stopped working for the employer or were unemployed	
		• •		

¹ For periods you were not employed, describe your activities during that time.



Please provide details about your work history in the RCMP, including detachment, rank, and number of members in your detachment.

Datasherant	Dord	Approxin	Number of Members in Detachment			
Detachment	Rank	From	То	Detachment		



SECTION F

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

] Yes	nected your tra	ining, employment, or ability to work? If you answered "Yes" to question 26, please provide us with details and any information regarding
. 100	n no	how the gender or sexual orientation based discrimination and harassment has affected your training, employment, or ability to work.
		<u> </u>



27 A. Are you currently unemployed or under-employed?	☐ Yes	□ No
B. Are you in financial difficulty?	☐ Yes	□ No
C. Have you ever declared bankruptcy?	☐ Yes	□ No
If you answered "Yes" to questions 26-A, 26-B, or 26-C, please answer the follow	ing questions to the	best of your ability and knowledge.
If you are currently unemployed, under-employed, experiencing financial difficulty, discrimination and harassment by an Individual working within the RCMP, please based discrimination and harassment prevents you from working to your full capa	describe how you b city.	elieve the gender or sexual orientation
If the reason for which you are unemployed, under-employed, experiencing finance gender or sexual orientation based discrimination and harassment described at quality or sexual orientation based discrimination and harassment described at quality or sexual orientation based discrimination and harassment described at quality or sexual orientation based discrimination and harassment described at quality or sexual orientation based discrimination and harassment described at quality or sexual orientation based discrimination and harassment described at quality or sexual orientation based discrimination and harassment described at quality or sexual orientation based discrimination and harassment described at quality or sexual orientation based discrimination and harassment described at quality or sexual orientation based discrimination and harassment described at quality or sexual orientation based discrimination and harassment described at quality or sexual orientation based discrimination and harassment described at quality or sexual orientation and described a	ial difficulty or have uestion 16, please v	become bankrupt is not due to the write "N/A" in the space provided below.
Please attach as many sheets of paper as necessary to fully answer the question.		



orientation based discrimination or harassment by an individual working within the RCMP that:
A. Have affected your ability to work in the past;
B. Are currently affecting your ability to work; or
C. May affect your work in the future. These injuries or condition may be the result of a major event in your life, such as an accident, an assault, a divorce, the death of a loved one, etc. Please provide a description of the relevant circumstances.



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



30	Have you receive	ed payments in resp	ect of loss of income from any source	3?
☐ Yes	□ No	if you answered "Y concerning which	es" to question 30, please provide us with det you were compensated for loss of income, the	alls and any information regarding the dates amount, and the reason for compensation.
	payments	me loss for which were received r to month/year) ²	Amount of payment (indicate whether the amount is for weekly, monthly, annual, or a lump sum payment)	Reason for payment (describe the injury or condition that resulted in the payments)
1				
2				
3				
4				
5				
6				
7				
8				
9		i		
10				

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



DECLARATION

l,		_, from the City of
	, in the province of	

SOLEMNLY DECLARE:

Medical and Psychological Records and Assessments:

I confirm that I will give the Independent Assessor and his team (hereafter the "Assessor") access to my medical and psychological records, and I will authorize professionals who have provided or are presently providing services to provide information to the Assessor. I will submit to medical or psychological evaluations if required by the Assessor.

I understand that if I undergo a medical or psychological assessment, my personal information will be shared with a Medical or Psychological Expert who is advising the Assessor.

Information that may be communicated to the XXXX

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

Financial Loss Claims

I will provide to the Assessor 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 Assessor if that is not the case.

Disclosure to other experts

I understand that my personal information may be disclosed to other experts by the Assessor to assist in determining the amount of my claim.

Assessor may conduct investigations

I further understand that the Assessor can verify the truthfulness of my statements and allegations by seeking information necessary to properly determine the claim from third parties, including the RCMP. The 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 hearing 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 hearing by any participant, except what I say myself.

Independent Assessor

Should I decide to pursue legal actions as against the RCMP, I recognize that the Assessor does not represent the RCMP and is not acting as legal counsel for any party, that the Assessor does 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 Assessor has no responsibility regarding the conduct of parties to these proceedings.

Non-Disclosure

I further accept that as a neutral person the Assessor has no duty to ensure the enforceability or validity of any agreement reached. Should an action be commenced, I accept that the Assessor may not be called as a witness and that no document in his possession, including his 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 Conciliation process and understand that the Assessor is not the agent of the RCMP, that he will choose his assistants, and hire experts accepted by the parties, that he will set schedules, establish claim forms 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. He will decide on the amount of compensation to be offered according to the agreed compensation levels and distribute the funds he himself will have received from the Government of Canada. I am aware that this process is meant to be non-confrontational and that there will be no formal hearings and cross-examinations or other forms of formal litigation.

Veracity of Information in Claim Form

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



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

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



SCHEDULE A **AUTHORIZATION AND DIRECTION TO RELEASE INFORMATION**

To:	Sir/Madam
From:	(print your name)
	Date of Birth:
	Health Card Number:
allowin reques	HALL BE your good and sufficient authority to release, disclose, and/or discuss, which include g access, review, inspection, the making of copies, with the Assessor and his team at their, all record, reports, documentation, correspondence and/or information you have under you, whether on paper, electronically or under a different format, pertaining to:
dates	cal information: All medical reports, records and pre-existing medication information, tests or information, diagnostics, prognostics, treatment plans, treatments/medication given and/oved, etc.
conce	coyment information: All my employment files, evaluations and notes to file, all information erning my abilities to return to work and my professional status including permission to contact ast, current or potential employer.
• Polic	e reports / Incident reports: All records, including the permission to contact the agent and/o
profe	ssionals involved in
decla	ncial information / Insurance / Pensions: All records, claims, documentation, correspondence rations, applications and forms including the permission to contact any agent, representative proker.
-	ocopy or transmission of this authorization by facsimile may be accepted with the same authority original.
I have r	ead the above authorization and express my consent by affixing my signature.
Witness S	Signature Claimant Signature
Date	

SCHEDULE B – APPENDIX 2 CONSENT TO DISCLOSURE OF INFORMATION

RCMP COMPLAINTS PROCESS

CONSENT TO DISCLOSURE INFORMATION:

Je/I,			
(print full r			
of			
		ldress)	
hereby consent to I	the disclosure of the fo	ollowing informa	ation:
(description of the	information to be disc	closed)	
which may be part	of the records compil		
in respect to	(in	dividual's name	and DOB)
I understand that to members of his sta	•	e released only t	to Michel Bastarache, C.C., Q.C. or
In signing this cons	sent I am not authoriz	ing any further o	disclosure of this information other than
(Signature)			Witness Print Witness Name:
Dated this	day of	, 20	
DATE OF EXPIR	ATION FOR CONS	ENT:	

SCHEDULE B – APPENDIX 3 REQUEST FOR DEADLINE EXTENSION



THE HONORABLE MICHEL BASTARACHE, C.C., C.r. INDEPENDENT ASSESSOR

RCMP COMPLAINTS PROCESS

REQUEST FOR DEADLINE EXTENSION

NOTE TO CLAIMANTS

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

The RCMP and Merlo/Davidson Class Action Parties agreed that potential claimants should 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 Federal Court approval of this process).

You have only until DATE 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 extension.

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

AFTER FILLING 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 Independent Assessor, please immediately advise the Office of the Independent Assessor 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 Independent Assessor, 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 Independent Assessor. 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 Independent Assessor 130, Albert Street, Suite 1103 Ottawa (Ontario) K1P 5G4

ALL CLAIMS ARE CONFIDENTIAL.



REQUEST FOR DEADLINE EXTENSION

SECTION A - PERSONAL INFORMATION

1 NAME		
First Name(s)	Last Name	
Other names you are known by (for example, maiden name, nicknames)	
Name while In service		
Rank	Regimental Number	
2 MAILING ADDRESS		
Street name and number	Apartment number, P.O. Box or F	RR#
Province/Territory	City/Village	Postal Code



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(Cellular P) Phone Number:		· · · · · · · · · · · · · · · · · · ·	Can we l □ Yes	eave a message a	t this number? □ No	
Email add	tress			Can we s	send you a messaç	ge at this email a □ No	ddress?
	s the best way to co	ntact you?	□ Home P	hone	☐ Cell Phone	□ Mail	□ Email
4	b)(b)	iarsonatir		AUME (01)	RA (GUARIB)KAN	R	
☐ Yes	☐ No If you hav	ve a personal rep	presentative or a	guardian,	please provide the	e following inform	nation:
Name of	personal representative or	guardian			***************************************		
Street nar	me and number					Apartment nun	ber, P.O. Box RR#
Province/	Territory			City/Village	e	Postal Code	
()						
Phone Nu	ımber			Email			
5		HMHADHWA	ALAWWYELKS				
□ Yes	☐ No If you hav	e a lawyer, pleas	se provide the fo	ollowing inf	formation:		
Name of I	awyer						
Street nar	ne and number					Office Number	
Province/	Territory			City/Village		Postal Code	
()	()					
Phone Nu	mber	Fax Number		Email			



SECTION B - REASONABLE GROUNDS REQUIRING THE EXTENSION OF TIME

Please tell us why you need an extension. Using the space provided below, please provide as much detail as possible to tell the Independent Assessor why you require an extension to participate in the claims process:						
				1.000-00-00-00-00-00-00-00-00-00-00-00-00		
					_	
lease attach as many sheets	s of paper as n	ecessary to full	y answer the c	juestion.		



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l,	, from the City of
	, in the province of,
SOLEMNLY DECLARE:	
information necessary to properly determine	ruthfulness of my statements and allegations by seeking my request for a deadline extension from third parties, the claimant any information that may be unfavourable to ortunity to respond.
made by me or on my behalf. Where someone Form, that person has read to me everything Extension Form, if necessary to allow me to	his Request for Deadline Extension Form is true, whether has helped me with this Request for Deadline Extension they wrote and included with this Request for Deadline understand the content of this completed Request for to it, and I confirm that this information is true.
	DEADLINE EXTENSION FORM HAS THE SAME EFFECT TAINED IN THE REQUEST FOR DEADLINE EXTENSION JNDER OATH (OR AFFIRMATION) IN COURT.
Witness Signature	Claimant (or guardian) Signature
(The witness must be a Commissioner for taking affidavits or someone you personally know. The witness must see you sign the form but is not required to read the form.)	
Print name of the witness	-
Date (day/month/year)	Date (day/month/year)

SCHEDULE B - APPENDIX 4

CLASS MEMBER LIST AND VERIFICATION OF CLASS MEMBERSHIP

CLASS MEMBER LIST

- 1. For the purposes of providing Notice to the Class and verifying class membership, the RCMP will prepare a list of female Regular Members, Civilian Members and Public Service Employees (who are appointed by the Commissioner under the delegated authority of the Public Service Commission and pursuant to the *Public Service Employment Act*, R.S.C., 1985, c. P-32; amended S.C. 2003, c. 22, ss.12, 13) who have worked within the RCMP between September 16, 1974 and the Approval Date (the "List"). For clarity, for the purposes of this Agreement only, RCMP members include Regular Members, Civilian Members, Special Constables, Cadets, Auxiliary Constables, Special Constable Members, Reserve Members, and Public Service Employees includes Temporary Civilian Employees who, prior to 2014 were appointed under the now-repealed subsection 10(2) of the *RCMP Act*, R.S.C., 1985, c. R-10
- 2. The List will include the following information for each individual where available:
 - (a) name while working within the RCMP;
 - (b) current name (if known by the RCMP to be different from the name while working within the RCMP);
 - (c) date of birth;
 - (d) dates of service within the RCMP;
 - (e) regimental number (if applicable);
 - (f) whether the individual was a Regular Member, a Civilian Member or a Public Service Employee;
 - (g) current address information.
- 3. The RCMP will make best efforts to ensure that the List is comprehensive. To produce as comprehensive a list as possible, the RCMP will use one or more sources of information including, but not limited to, the following:
 - (a) Human Resources Information Management System (HRMIS);
 - (b) Employee Management System;
 - (c) Pension Data Repository;
 - (d) Penfax Pension System
 - (e) Member Pay System
 - (f) Veteran's Affairs Canada
 - (g) RCMP Veterans Association
 - (h) National Library and Archives

- (i) Canada Revenue Agency
- 4. If the holder of any information sources set out in paragraph 3 is unwilling or is unable to lawfully provide any of the aforementioned information absent court order, the Parties shall seek an order from the Federal Court compelling the disclosure of the information from the holder of the information to the RCMP for inclusion in the List.
- 5. The RCMP will make best efforts to exclude from the List individuals who are known to the RCMP to be deceased.
- 6. Upon completion of the List the RCMP shall advise the Parties and, if required, shall advise the Court, of any groups of potential Class Members for which there is no reasonable and reliable existing source of this information and who, therefore, are not captured in the List.
- 7. The RCMP shall provide at Canada's expense, Notices to the Class Members by direct mail, as set out in Schedule A Appendix 3 of the Agreement using the information contained in the List.

VERIFICATION OF CLASS MEMBERSHIP

- 8. 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.
- 9. The Assessor will take the 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.
- 10. To enable the Assessor to verify that Claimants are Primary Class Members, the RCMP will provide the aforementioned List to the Assessor. The Assessor shall verify whether the Claimant is a Primary Class Member by:
 - (a) seeking information directly from the Claimant on the Claim Form included as Schedule B Appendix 1 to this Agreement;
 - (b) checking the List provided by the RCMP, taking note in particular of groups of Claimants who may have been missed because of the lack of a source of information.
- 11. Where a Claimant's name does not appear in the List provided by the RCMP, the Assessor may request evidence of Class Membership from the Claimant sufficient to satisfy the Assessor.
- 12. Where the Assessor has doubt that the Claimant is a Primary Class Member, he may request additional evidence of Class Membership from the Claimant sufficient to satisfy the Assessor.
- 13. If the Assessor cannot verify that the Claimant is a Class Member, he shall deny the Claim and shall so notify the Claimant.

SCHEDULE B – APPENDIX 5

IDENTIFICATION OF PREVIOUS CLAIMS

- 1. The Claimant will complete and submit to the Office of the Assessor 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 discrimination and/or harassment in the workplace by any Regular Member, Special Constable, Cadet, Auxiliary Constable, Special Constable Member, Reserve Member, Civilian Member, Public Service Employee, including Temporary Civilian Employee, working within the RCMP, male or female, that is directed at and offensive to another Regular Member, Special Constable, Cadet, Auxiliary Constable, Special Constable Member, Reserve Member, Civilian Member, Public Service Employee, including any Temporary Civilian Employee working within the RCMP.
- 2. The Claimant will complete and submit to the Assessor the Certification of No Prior Compensation form in Appendix 9 to Schedule B.
- 3. Canada will provide to the Assessor a list of individuals who have been paid compensation further to a civil claim, grievance or harassment complaint, including a complaint to the Canadian Human Rights Tribunal, or who have otherwise resolved a civil claim, grievance or harassment complaint, including a complaint to the Canadian Human Rights Tribunal. The list will include the name, date of birth and regimental number, if available, of the individual.
- 4. The Assessor will verify the truthfulness of the statements made by the Claimant, when, and in the manner in which he 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 to properly determine the attestation regarding no prior compensation from third parties, including the RCMP.
- 6. If the Assessor believes there may have been a prior civil claim, grievance or harassment complaint, including a complaint to the Canadian Human Rights Tribunal, made by a Claimant with respect to the same event(s) and injury(ies) as claimed in the Claim Form, he may in his discretion request information and documents from the RCMP 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.
- 7. If the Assessor determines that a previous civil claim, grievance or harassment complaint, including a complaint to the Canadian Human Rights Tribunal, has been resolved by a Claimant for compensation for gender or sexual orientation based discrimination and/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 his Decision, confirm in his

Decision that the Claimant attested to the Assessor that she has not already been paid, and advise the Claimant.

SCHEDULE B - APPENDIX 6

COMPENSATION LEVELS

NOTE:

The composition of the following levels is meant to facilitate the preparation of the interview and to assist in determining the proper level of compensation. It is not meant to present a list of factors that must be found to exist in a given case to decide on the level of compensation.

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 levels document will help provide a framework for achieving decisions that are consistent and fair.

Level 1 - \$10,000

Culpable conduct includes but is not limited to:

Sexualized comments

Sexualized jokes

Inappropriate questioning regarding the complainant's personal life

Exhibitionism

Bullying causing psychological harm, anxiety

Mockery by various means

Communication of a sexual or romantic nature

Effect on victim:

Anxiety, nightmares, occasional panic attacks

Rage, feeling of humiliation

Loss of self esteem

Feelings of degradation and discomfort

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

Level 2 - \$35,000

Culpable conduct includes but is not limited to:

Kissing

Touching with a sexual purpose or intention

Simulating sexual intercourse or masturbation

Physical aggression causing harm

Mockery by various means

Bullying causing psychological harm, anxiety

Persistent communication of a sexual or romantic nature

Exposure to pornography¹

Effect on victim:

Physical wound

Temporary incapacity forcing medical attention

Post-traumatic stress, not severe

Auto condemnation, feeling culpable

Loss of confidence in others

Anxiety, nightmares, occasional panic attacks

Rage, feeling of humiliation

Mild depression

Minor work disruption

Note: NO PSYCHIATRIC CONDITION, no troubling substance abuse, no permanent psychiatric affliction

¹ This does not concern 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 communciations of a romantic or sexual nature

Persistent exposure to pornography²

Reprisals related to work environment

Effect on victim:

Severe stress affecting the complainant's health

Auto-condemnation

Loss of confidence in others

Severe anxiety

Frequent panic attacks

Severe nightmares

Sexual dysfunction

Mild drug or alcohol abuse

Wound making permanent mark

Temporary work disruption

Loss of self-esteem

Loss of desire to communicate feelings of love or desire

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

Level 4 - \$100,000

Culpable conduct includes but is not limited to:

Persistent or ongoing gender-based putdowns

Touching of complainant's genitalia

Forcing oneself on victim physically

Physical aggression causing wound

Exposure to violent pornography³

Harassment towards vulnerable complainant

Effect on victim:

Severe stress affecting the complainant's health

Post-traumatic stress

Diminished professional status or reputations

Drug or alcohol abuse

Absenteeism

Suicidial ideation

Diminished phsyical health or well-being

³ This does not concern 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 Member to the RCMP by assigning menial tasks below the 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 members

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 7

COMPENSATION AMOUNTS

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

SCHEDULE B – APPENDIX 8 REQUEST FOR RECONSIDERATION OF A LEVEL 2 CLAIM



THE HONORABLE MICHEL BASTARACHE, C.C., C.r. INDEPENDENT ASSESSOR

RCMP COMPLAINTS PROCESS

REQUEST FOR RECONSIDERATION OF A LEVEL 2 CLAIM

NOTE TO CLAIMANTS

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

This conciliation 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, the RCMP and Merlo/Davidson Class Action Parties agreed that claimants whose claim is assessed as a Level 2 claim could ask the Independent Assessor to reconsider his 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 was not available prior to getting the decision from the Independent Assessor.

You have only 30 days from the day you received the Independent Assessor's decision telling you you had a Level 2 claim to ask him to reconsider. 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

If you have any questions regarding this Claim Form or the Independent Conciliation Process, please call XXXX or email your request to info@merlodavidson.ca.

This form must be completed and sent to the Independent Assessor, 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 Independent Assessor. 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 Independent Assessor 130, Albert Street, Suite 1103 Ottawa (Ontario) K1P 5G4

ALL CLAIMS ARE CONFIDENTIAL.



REQUEST FOR RECONSIDERATION OF A LEVEL 2 CLAIM

SECTION A - PERSONAL INFORMATION

1 NAME		
First Name(s)	Last Name	
Other names you are known by (for example, malden name, nicknames)		
Name while in service		
Maine while in Service		
Rank	Regimental Number	
2 MAILING ADDRESS		
Street name and number	Apartment number, P.O. Box or F	RR#
Province/Territory	City/Village	Postal Code



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(Home Ph) none Number			n we leave a me Yes		is number? No	
() Phone Number		Cai	n we leave a me Yes		is number? No	
Email add		•	Car	n we send you a Yes	=	it this email ad No	dress?
		way to contact you?	☐ Home Phone	e 🗆 Cell	Phone	□ Mail	☐ Email
4	B)(6) \Y(6)\U;;	MVE A PERSONAL R	Wiryideserike	E (0) B \V(c) D\V	ESB)NAVNS		
□ Yes	□ No	If you have a personal rep	resentative or a gua	rdian, please pr	ovide the fo	llowing informa	ation:
Name of p	personal repre	sentative or guardian		b			
Street na	me and numbe	er			,	Apartment numb	er, P.O. Box RR#
Province/	Territory		City	∕∕illage	F	Postal Code	
Phone Nu) imber		Ema	il			
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□ Yes	□ No	If you have a lawyer, please	e provide the followi	ng information:			
Name of I	awyer						
Street nan	ne and numbe	er			C	Office Number	
Province/	Territory		City/	Village	P	ostal Code	, , , , , , , , , , , , , , , , , , ,
()	()					
Phone Nu	mber	Fax Number	Ema	1			



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

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

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



SECTION C - ADDITIONAL DOCUMENTS OR INFORMATION

Please provide us with additional documents or information. Using the space provided below, please tell us what additional documents or information you would like the Independent Assessor to consider. Please attach any additional documents to this reconsideration request:
Using the space below, please tell us why these documents or information were not available to you before the time you received the Independent Assessor's decision:
Please attach as many sheets of paper as necessary to fully answer the questions.



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	, in the province of,
SOLEMNLY DECLARE:	
information necessary to properly determine my re	nfulness of my statements and allegations by seekin equest for reconsideration from third parties, includin nt any information that may be unfavourable to th v to respond.
Form is true, whether made by me or on my behader for Reconsideration of a Level 2 Claim Form, that included with this Request for Reconsideration of	his Request for Reconsideration of a Level 2 Clair alf. Where someone has helped me with this Reques at person has read to me everything they wrote an af a Level 2 Claim Form, if necessary to allow me to a for Reconsideration of a Level 2 Claim Form and an an is true.
THE SAME EFFECT AS IF I HAD STATED THE II	ECONSIDERATION OF A LEVEL 2 CLAIM FORM HAI NFORMATION CONTAINED IN THE REQUEST FOI I AND ACCOMPANYING THE CLAIM FORM UNDER
Witness Signature	Claimant (or guardian) Signature
(The witness must be a Commissioner for taking affidavits or someone you personally know. The witness must see you sign the form but is not required to read the form.)	
Print name of the witness	
Date (day/month/year)	Date (day/month/year)

SCHEDULE B – APPENDIX 9 CERTIFICATION OF NO PRIOR COMPENSATION



THE HONORABLE MICHEL BASTARACHE, C.C., C.r. INDEPENDENT ASSESSOR

RCMP COMPLAINTS PROCESS

CERTIFICATION OF NO PRIOR COMPENSATION

NOTE TO CLAIMANTS

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

The RCMP and Merlo/Davidson Class Action Parties agreed that potential claimants who have already been compensated by the RCMP or from any other source for harassment or sexual orientation based discrimination by other RCMP members will not be eligible to participate in this process. As such, you must certify that you have not been compensated from any such source.

If you have any questions regarding this Form or the Independent Conciliation Process, please call XXXX or email your questions to XXXX.

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 Independent Assessor within six months of the court approval of the Notice of Certification and Settlement, 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 claim 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 of your Claim Form for your records.

This form must be completed and sent to the Independent Assessor, 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 Independent Assessor. 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 Independent Assessor 130, Albert Street, Suite 1103 Ottawa (Ontario) K1P 5G4

ALL CLAIMS ARE CONFIDENTIAL.



CERTIFICATION OF NO PRIOR COMPENSATION

DECLARATION

l,	, from the City of
	, in the province of,
SOLEMNLY DECLARE:	
	ION FOR ANY GENDER OR SEXUAL ORIENTATION BASED CCMP MEMBERS, WHETHER FROM THE RCMP OR ANOTHER
necessary to properly determine my certification i	ulness of my statements and allegations by seeking information regarding no prior compensation from third parties, including t any information that may be unfavourable to the claimant's
or on my behalf. Where someone has helped me w me everything they wrote and included with this F	is No Prior Compensation Form is true, whether made by me with this No Prior Compensation Form, that person has read to form No Prior Compensation Form, if necessary to allow me to r Compensation Form and any attachments to it, and I confirm
	F NO PRIOR COMPENSATION FORM HAS THE SAME EFFECT NED IN THE CERTIFICATION OF NO PRIOR COMPENSATION ER 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 10 TRAVEL CLAIM



Signature

Date	

Signature

Service Officer - Agent des services

TRAVEL EXPENSE CLAIM

DEMANDE DE FRAIS DE VOYAGE

	(Other th	an Government employ	665)	(A rexception of	ues e	inployes du g	Jouvernement)		
Surname - Nom			Given Names - Prénom	Given Names - Prénoms Telephone - Téléphone					
Address	dress - Adresse Province			Postal Code - C	ode postal	GEO IND. IND. GEO.			
The follow	ving expenses were i	ncurred in connection with - Les dé	penses mentionnées ci-dessous ont été en	courues à l'occasion de	9:				
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	a Incurred on authoriz					TOTAL EXPE	NSES .		
présente r	que les montants fals éclamation constitues par des voyages por	nt des dépenses ur affaires	Signature (Claimant - Demandeur)	Date		TOTAL DESI			
						TOTAL TOTAL	CLAIMED >		
		f the Financial Administration Act. de la Loi sur l'administration	Requisitioned for payment pursuant to Financial Administration Act and certific			Verified correct V	érifié conforme		
financière	, vesto de 1 albois 34 (20 W FOLON I GOINKESTIGNOS	section 7 of the Payment Requisitioning Demandé pour palement conformément	g Regulations. It à l'article 33 de la Loi					
sur l'administration financière, et certifié aux termes de l'art 7 du Règlement sur les réquisitions de palements.				Signature					

Signature DISTRIBUTION: Signed original to CIHR / Original signé aux IRSC



RÈGLEMENT MERLOIDAVIDSON

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 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, 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. The rates payable, by province or territory, as per the Treasury Board travel directive.

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.

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 of \$17.30.

MEALS AND INCIDENTAL ALLOWANCES

Meals, only, are allowed as follows:

Breakfast: \$16.80Lunch: \$17.00Dinner: \$45.00

(Meal allowance total: \$78.00)

In addition to the applicable meals shown above, an allowance of \$17.30 per day 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 for a total allowance per day of \$96.10.

DEMANDE DE FRAIS DE VOYAGE

Claimants who are required to travel more than 50 kilometres from their residence to attend a personal interview with the Independent Assessor 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.

TRAIN

For travel by rail, 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.

VÉHICULE PERSONNEL

The kilometric rate payable shall be the rate applicable to the province or terrindependent Assessor's office will pay the basic room charges ptory of registration of the vehicle. The rates payable, by province or territory, as per the Treasury Board travel directive.

In the interest of safe driving, claimants shall not be expected to drive more ndependent Assessor's office will pay the basic room charges ndependent Assessor's office will pay the basic room charges pp 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.

HÉBERGEMENT

Accommodation will be made on behalf of the claimant. In these cases, the Independent Assessor's office will pay the basic room charges pndependent 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 of \$17.30.

REPAS ET INDEMNITÉS

Meals, only, are allowed as follows:

Breakfast: \$16.80Lunch: \$17.00Dinner: \$45.00

(Meal allowance total: \$78.00)

In addition to the applicable meals shown above, an allowance of \$17.30 per day 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 for a total allowance per day of \$96.10.

SCHEDULE B – Appendix 11

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

- 1. The Office of the Assessor (in this Appendix "Office of the Assessor" includes the "Assessor") will ensure that all relevant 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 release of documents and information in the possession of the RCMP and third parties to the Assessor in the form attached as Appendix 2 to Schedule B of this Agreement.
- 3. The Office of the 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 Assessor 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 Office of the Assessor in the manner set out in this Appendix.

Records to Verify Posting Locations

- 7. Where the Office of the 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 within the RCMP was posted, the responsible Designated Contact shall print out a copy of the Claimant's or third party's HRMIS entry and send the records in a sealed package by Registered Mail to the Office of the Assessor.
- 8. Multiple HRMIS entries may be sent to the Assessor'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 Assessor.
- 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. RCMP personnel records, and personnel records of Public Service Employees working 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.
- 12. Where the Office of the 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 at the time she worked within the RCMP, and birthdate.
- 13. The Designated Contact shall make a photocopy of the Claimant's 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 Assessor'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 Assessor.
- 16. Except for the photocopy to be sent to the Assessor, 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, Conduct Files and Medical Files

- 18. RCMP records and information relating to harassment complaints, grievances, conduct matters and medical 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 Office of the Assessor requests information and records related to a harassment complaint, grievance record, conduct or medical file, the assigned Designated Contact(s) shall contact, in the case of Regular and Civilian Members, the Division Headquarters medical office, and in the case of Public Service Employees (whose medical records are kept in their personnel file), the central records repository in the Division Headquarters, or the archives, by telephone and ask for the file to be sent to the Designated Contact, identifying the subject individual by name at the time she or he worked within the RCMP, 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;
 - (f) a slip sheet may be placed in the original file identifying only that a copy of the file has been requested and by whom.
- 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 Office of the Assessor by Registered Mail or courier service.
- 25. Multiple files may be sent to the Assessor'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 Assessor.
- 27. Except for the photocopy to be sent to the Assessor, 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.

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 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 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.

- 7. Subject to paragraph 8 of this Schedule, the designated eligible Spouse and Child(ren) will each be awarded 5% of the amount awarded in accordance with Appendix 7 to Schedule B of this Agreement to the Primary Class Member.
- 8. 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.
- 9. Payment of compensation to the Spouse and Children of a Primary Class Member will be made in accordance with paragraphs 33 to 52 of Schedule B to this Agreement with necessary modifications. All references to "Claimant" in paragraphs 33 to 52 of Schedule B will include Secondary Class Member claimants.

SCHEDULE C – APPENDIX 1 SECONDARY CLASS MEMBER CLAIM FORM

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THE HONORABLE MICHEL BASTARACHE, C.C., Q.C. INDEPENDENT ASSESSOR

SECONDARY CLASS MEMBER CLAIM FORM

I.			
F	rint full name		
of			
	Street name and number		Apartment number, P.O. Box or RR#
	Province/Territory	City/Village	Postal Code
bei	ng a Primary Class Member under the Settlemen	t Agreement, hereby request th	at
(Prin	t fuli name)		
be	awarded compensation as a Secondary Class M	ember.	
l he	ereby affirm that		
is r	ny	, and append to the pr	esent proof of the relationship
or	spouse, child, adoptive child		
l he	ereby affirm that I am the legal representative of		
and	d have signed this form for		, a person under disability
and	d append to the present proof that I am the	egal guardian, legal representative	
will	nderstand that eligibility for second class compen- be made in accordance with paragraphs 33 to 5 difications.		
Viti	ness Signature	Claimant (or guardian) Sign	nature
	witness must be a Commissioner		
	aking affidavits or someone you onally know. The witness must see you		
sign	the form but is not required to read the form.)		
Prin	t name of the witness		
Date	e (day/month/year)	Date (day/month/year)	

SCHEDULE D

RCMP DESIGNATED CONTACT and CLAIMS SUPPORT PROCESS

- 1. The RCMP 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 Office of the Assessor and to provide relevant information to the Assessor as required under this Settlement Agreement and as approved by the Court. In this Schedule "Office of the Assessor" includes both the individuals working with the Assessor and/or the Assessor.
- 2. The RCMP will designate the Director, Claims Response, an individual from the RCMP Professional Responsibility Sector and an individual from the RCMP Human Resources, each as a point of contact (the "Designated Contact") for the Office of the 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 Office of the Assessor;
 - (d) retrieving the requested information and documents; and
 - (e) providing the information and documents to the Office of the Assessor 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 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. The RCMP will inform the Parties of the names of the individuals selected as the Designated Contacts and will provide their contact information to the Assessor. If a replacement Designated Contact must be selected before the Claims Process is complete, the RCMP will notify the Parties and provide the replacement Designated Contact's contact information to the 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 Office of the 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 and to the general RCMP mailroom.
- 12. Information that may identify a Claimant or third party shall be communicated between the Office of the Assessor and the Designated Contact verbally or in a sealed envelope marked CONFIDENTIAL-TO BE OPENED BY ADDRESSEE ONLY by registered mail or confidential courier service. The Assessor or his designate shall identify himself to the satisfaction of the Designated Contact.
- 13. For all information and records requested, the Office of the Assessor shall provide the Designated Contact with the Claimant's name while working within the RCMP, date of birth, and any other information which may be required criteria for a search. The Office of the 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, medical, 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 Office of the Assessor of this fact.
- 15. The Assessor, and anyone within the Office of the Assessor who will handle any of the information and records release by the RCMP under this Schedule, 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 the RCMP. The workplace of the Office of the Assessor, and the storage facilities will be in compliance with any security requirements as determined to be applicable by the RCMP.

SCHEDULE E

CHANGE INITIATIVES

Accountability and Enforcement of Anti-Harassment Policies

- 1. Treasury Board Directives and the RCMP Commissioner's Standing Orders include provisions that prohibit harassment, require supervisors and managers to enforce those directives and orders, and provide for sanctions and other consequences for breaches of the expected standard of behavior, failure to enforce, or for any retaliatory conduct against any person working within the RCMP who has reported harassment.
- 2. The RCMP will establish support resources to assist supervisors in resolving harassment problems within their units.
- 3. The RCMP will continue to review its harassment policy in line with Treasury Board Policy and Directives, and applicable legislation and jurisprudence.
- 4. The RCMP has set a goal to make the proportion of women in Regular Member positions equal to at least 30% by 2025. In addition, the RCMP will set a goal to make the proportion of women in officer and executive positions at all levels equal to at least 30% by 2025. If these goals are met, the RCMP will continue to set reasonably attainable goals to reach gender parity (including parity of meaningful workplace opportunities). If goals are not met, the RCMP will continue to strive to meet these goals, and will receive advice from the Gender and Harassment Advisory Committees, to be established in accordance with this Agreement as set out below, on recommended changes, including further appropriate goals and parity of meaningful workplace opportunities.
- 5. The RCMP will take steps to improve the design and content of its recruitment materials to include more women, as well as more broadly inclusive language. The RCMP will solicit from all persons working within the RCMP input on all of its recruitment resources on a regular basis.

Communication of Harassment and other Policies

- 6. The RCMP will continue to communicate and publicize a) a clear, written harassment policy to all persons working within the RCMP, and make this policy readily available and accessible at all times; and b) that input from persons working within the RCMP on the effectiveness of the harassment policy is encouraged.
- 7. The RCMP will regularly communicate updates, news, and decisions affecting the organization and its membership to all persons currently working within the RCMP.
- 8. The RCMP will post its policies, including those concerning recruitment, hiring, transfers, promotions, qualifications, evaluations, leaves of absence, mentoring, collegiality, and harassment on its internal website, Infoweb.

9. Subject to Government of Canada and Treasury Board requirements, the RCMP will make ongoing efforts to improve the design of its website. The RCMP will continue to receive feedback and suggestions in writing directly from persons working within the RCMP.

Promotion Policies and Materials

- 10. The RCMP will continue to update promotion policies and materials, and will consider, among other things, whether they:
 - (a) make clear the RCMP and its leadership believe people of all genders and sexual orientation are equally capable of working in the RCMP and having leadership positions and should therefore expect to be promoted at proportional rates;
 - (b) use language that reflects the belief that women are equally capable and meritorious of promotion as men;
 - (c) make clear that promotions will be based on objective and relevant measures of merit, taking into account the operational needs and requirements of the RCMP;
 - (d) communicate that persons working within the RCMP will also be evaluated, in part, based on how respectfully and fairly they treat others in their workplace; and
 - (e) continue to provide that the RCMP will evaluate and nominate individuals for awards and recognition using its established committee process.

Anti-Harassment Training

- 11. The RCMP will take steps to strengthen and support anti-harassment training during Cadet Training Program.
- 12. The RCMP will provide mandatory training on harassment for all persons working within the RCMP in accordance with the current views on best practices. The RCMP is committed to enforcing the mandatory completion of the course. Completion of the course will be a consideration for any potential promotion or advancement in the RCMP.
- 13. The RCMP commits to further developing the respectful workplace component in the supervisor and management development program, including training on inclusive leadership, accountability, and bias awareness training.
- 14. The RCMP will regularly review its harassment training in accordance with Treasury Board Policy and Directives, and applicable legislation and jurisprudence.

Gender and Harassment Advisory Committees

- 15. The RCMP will establish and maintain, subject to the *Public Service Labour Relations Act*, SC 2003, c 22, s 2, including but not limited to the unfair labour practice provisions, and any applicable collective agreements:
 - (a) a National Gender and Harassment Advisory Committee that will serve as an advice giving forum to the Commissioner or his or her delegate on matters involving issues of gender, sexual orientation, harassment, equity, and inclusivity;
 - (b) in each Division, a local Gender and Harassment Advisory Committee that will serve as an advice giving forum to the Commanding Officer of the Division or his or her delegate on matters described in (a); the relevant content of the advice received will be reported annually to the National Gender and Harassment Advisory Committee.
- 16. The National Gender and Harassment Advisory Committee will be named by the Commissioner and will be composed of 8 to 12 individuals who will be 75% persons currently working within the RCMP who are reflective of the diverse composition of the RCMP and 25% RCMP managers. There will be a process established whereby persons currently working within the RCMP can put their name forward and be selected by the Commissioner to serve on the committee. The National Gender and Harassment Advisory Committee will meet at least annually, and whenever deemed necessary by the Committee, with the consent of the Commissioner or his or her delegate, and together with all other items for discussion, will receive and consider the reports of the Divisional Committees. The National Gender and Harassment Advisory Committee will issue a written Annual Report which will be publicly available. Minutes of meetings will not be made public subject to applicable laws which may require disclosure. The RCMP will provide a written Response to the Annual Report, which Response will be publicly available.
- 17. The Divisional Gender and Harassment Advisory Committees will be named by the Commanding Officer for the Divisions and will be composed of 8 individuals who will be 75% persons currently working within the RCMP who are reflective of the diverse composition of the Division, and 25% RCMP managers. There will be a process established whereby persons currently working within the RCMP can put their name forward and be selected by the Commissioner to serve on the committee. Meetings will be chaired by the Commanding Officer for the Division and will take place bi-annually. Division Gender and Harassment Advisory Committees will prepare a written Annual Report which will be publicly available and which will be provided, prior to its annual meeting, to the National Gender and Harassment Advisory Committee for its consideration. Minutes of meetings will not be made public subject to applicable laws which may require disclosure.
- 18. For further clarity, the National and Divisional Gender and Harassment Advisory Committees do not have authority to issue directives to the RCMP, but may give advice in the development of policy and practices on matters involving harassment, gender, sexual orientation, equity, and inclusivity. The Commissioner or his or her delegate will consider this advice; final decisions with respect to policy development and

content lie with the RCMP. The Gender and Harassment Advisory Committees will not take on a public advocacy role. The RCMP will give written reasons for not adopting advice given by the Gender and Harassment Advisory Committees.

- 19. The role of the Gender and Harassment Advisory Committees is to act as vehicles through which the Commissioner and Commanding Officers are advised of developments with respect to workplace harassment.
- 20. The National Gender and Harassment Advisory Committee will have access to and obtain advice from one or more external experts on human resources and inclusive workplaces on an as needed basis within an annual budget set by the RCMP.

SCHEDULE F

JOINT COMMUNICATIONS PLAN

Issue:

This document contains a proposed approach, tactics and recommended products to support a **joint announcement** and communication of a settlement agreement between the RCMP and the plaintiffs.

Objectives:

- Demonstrate the RCMP's and plaintiffs ("the Parties") shared commitment to resolving claims, common desire to eliminate sexual discrimination and harassment and dedication to re-build confidence in the RCMP.
- Acknowledge the RCMP's organizational responsibility for the sexual discrimination and harassment in the RCMP during the class period with a public apology by the Commissioner of the RCMP.
- Demonstrate the RCMP's commitment to preventing and stopping further harassment by providing information on accomplishments to date and change initiatives as outlined in settlement agreement.
- Provide appropriate information for class members and/or derivative class members to make a claim or opt-out of the class (includes claim forms, timeframe, timelines, eligibility amounts, etc.)

Strategic Considerations:

- The announcement will be made jointly. The Plaintiffs' claim will be filed in the Federal Court on either the same day as the announcement or within days immediately following the announcement, which is the first step in the court process to obtain approval of the settlement.
- The RCMP's apology will be made at the same time as the announcement. The commitment to change initiatives will strengthen the RCMP's apology and show faith in the restorative process.
- The RCMP will provide context as to how the change initiatives and other commitments will complement and/or supplement already implemented initiatives.
- Until all parties are available for a joint announcement, each will maintain a reactive posture and will not comment on the specifics of the settlement.
- Given the nature of the announcement, a face-to-face/in person announcement will reinforce the parties' sincerity in resolving the claims and moving forward.
- Working together, the parties should ensure consistency in message delivery and message ownership.

Target Audiences:

- Current and former female regular and civilian members and public service employees
 who allege to have been subjected to gender based discrimination and harassment in the
 RCMP.
- RCMP employees regular, civilian and public service employees.
- Young women and men who may be interested in joining the RCMP.

Approach:

A high profile, proactive approach, including **news conference** and **subject matter expert availability** (for a pre-determined time, if applicable) following the news conference is recommended.

Participants will include: appropriate Ministers, RCMP Commissioner and defendants, the plaintiffs, their representatives and the assessor, who will assess claims by eligible class members.

SCHEDULE G

NO RETALIATION DIRECTIVE

The Federal Court has approved a settlement between the RCMP and female RCMP members and public service employees who worked within the RCMP and who were subject to gender and sexual orientation based discrimination, bullying and/or harassment by other persons who worked within the RCMP. Details of the settlement can be found at XXX. The settlement provides for change initiatives within the RCMP to eliminate discrimination, bullying and/or harassment in the workplace. It also 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 relation 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 H OPT OUT FORM

OPT OUT FORM

Merlo and Davidson v. Canada *****

RCMP Gender 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.

Name:	
Current Address:	
Date of Birth:	
Dates and locations worked within the RCMP:	
Reason for Opting Out:	
Date:	
	Signature

To Opt Out of the Class Action, you must sign and deliver this form to Class Counsel at the address below received or postmarked no later than *****, 2016.

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