

FEDERAL COURT

Proposed Class Proceedings

Court File No.: T-2111-16

SHERRY HEYDER, AMY GRAHAM and NADINE SCHULTZ-NIELSEN

Plaintiffs

- and -

THE ATTORNEY GENERAL OF CANADA

Defendant

Court File No.: T-460-17

LARRY BEATTIE

Plaintiff

- and -

THE ATTORNEY GENERAL OF CANADA

Defendant

FINAL SETTLEMENT AGREEMENT

WHEREAS:

- A. Some members of the Canadian Armed Forces ("**CAF**") have experienced sexual harassment, sexual assault, and/or discrimination on the grounds of sex, gender, gender identity or sexual orientation in connection with their military service;
- B. Some public service employees appointed under the *Public Service Employment Act* to positions in the Department of National Defence ("**DND**"), and some employees of the Staff of the Non-Public Funds, Canadian Forces ("**SNPF**"), have also experienced sexual

harassment, sexual assault, and/or discrimination on the grounds of sex, gender, gender identity or sexual orientation in connection with their employment in the Military Workplace;

- C. In 2016 and 2017, proposed class proceedings were commenced against Canada in the Federal Court of Canada, the Supreme Court of Nova Scotia, the British Columbia Superior Court, the Ontario Superior Court of Justice and the Quebec Superior Court in connection with this Sexual Misconduct. Those proceedings have been stayed on consent or by order, or have been held in abeyance, while this proposed class action by Sherry Heyder, Amy Graham and Nadine Schultz-Nielsen (the “**Heyder Class Action**”), and this proposed class action by Larry Beattie (the “**Beattie Class Action**”), have been pursued together in the Federal Court (together, the “**Heyder and Beattie Class Actions**”) on behalf of all four representative plaintiffs (together, the “**Plaintiffs**”).
- D. The allegations in the Heyder Class Action are set out in the Amended Statement of Claim (Court File T-2111-16) dated March 28, 2017 and attached as **Schedule “A”**. The allegations in the Beattie Class Action are set out in the Statement of Claim (Court File T-460-147) dated March 29, 2017 and attached as **Schedule “B”**. The Plaintiffs, all former members of the CAF, claim on their own behalf and on behalf of class members that they suffered harm as a result of experiencing Sexual Misconduct in the CAF.
- E. The Plaintiffs and the Defendant (together, the “**Parties**”) recognize and acknowledge that the Sexual Misconduct had harmful effects on the class. The Parties wish to enter into a settlement to provide compensation to those who suffered direct negative effects of the Sexual Misconduct. Canada has also agreed, subject to the terms of this Final Settlement Agreement (“**FSA**”), to adopt policy and other measures related to the CAF and disability benefits available through Veterans Affairs Canada.
- F. The Parties, subject to the Approval Order and the expiration of the Opt Out Period without the Opt Out Threshold being met, have agreed to settle the Heyder and Beattie Class Actions upon the terms contained in this FSA, and the Defendant will consent to certification of the Heyder and Beattie Class Actions conditional on approval of this FSA;
- G. The underlying principle and purpose of this FSA is to provide compensation for the negative effects of Sexual Misconduct and to resolve all of the Class Actions.

NOW THEREFORE, in consideration of the mutual agreements, covenants and undertakings set out in this agreement, the Parties agree with each other as follows:

SECTION ONE

INTERPRETATION

1.01 Definitions

In this FSA, the following terms will have the following meanings:

“Additional Awareness and Culture Change Amount” means a sum of money set aside by Canada for awareness and culture change initiatives and measures in accordance with Section 8.02;

“Additional Payment” has the meaning given in Section 7.20;

“Administrator” means the entity appointed by the Court to carry out the duties assigned in Section 9;

“Aggregate Compensation Cap – CAF Class” has the meaning given in Section 7.01;

“Aggregate Compensation Cap – DND/SNPF Class” has the meaning given in Section 7.02;

“Agreement in Principle” or **“AIP”** means the agreement between the Parties which is dated March 15, 2019 and attached as **Schedule “C”**;

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

“Approval Order” means the order of the Federal Court a draft of which is attached as **Schedule “S”** certifying the Heyder and Beattie Class Actions as class proceedings and approving this FSA as fair, reasonable and in the best interests of the Class Members;

“Assessor(s)” means the Lead Assessor and the additional person or persons appointed by the Court to carry out the duties assigned in Section 9 and **Schedule “Q”**;

“Augmented Compensation Amounts – CAF Class” means the residue from the Designated Amount – CAF Class after the Compensation Amounts are determined, which will be distributed on a *pro rata* basis to Eligible Class Members to a maximum total payment to each Eligible Class Member as set out in Section 7.18;

“Augmented Compensation Amounts – DND/SNPF Class” means the residue from the Designated Amount – DND/SNPF Class after the Compensation Amounts are determined, which will be distributed on a *pro rata* basis to Eligible Class Members to a maximum total payment to each Eligible Class Member as set out in Section 7.18;

“Awareness and Culture Change Base Amount” or “ACC Base Amount” has the meaning given in Section 8.01;

“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 FSA is situated, or a holiday under the federal laws of Canada applicable in the said Province or Territory;

“CAF Class” has the meaning set out in Section 4.01;

“CAF Member” means an officer or non-commissioned member of all components of the Canadian Armed Forces, as well as any individual who served in any branch, corps, service or other group within, or forming part of, the Sovereign’s armed or military forces for Canada;

“Canada” or “Government of Canada” means Her Majesty the Queen in Right of Canada, the Attorney General of Canada, Her and their current and former respective legal representatives, employees, agents, servants, predecessors, successors, executors, administrators, heirs and assigns;

“Canadian Armed Forces” or “CAF” includes, for the purposes of this FSA, any branch, corps, service or other group within, or forming part of, the Sovereign’s armed or military forces in Canada;

“Claimant” means anyone who files an Individual Application for an Individual Payment under this FSA;

“Claims Period” means the eighteen (18) month period commencing thirty (30) days from the Implementation Date to the Individual Application Deadline;

“Class Actions” means the following proposed class proceedings:

- (a) *Glynis Rogers v. Attorney General of Canada*, NSSC No: 457658, November 21, 2016;
- (b) *Nicola Peffers v. Attorney General of Canada*, BCSC No. 16-5018 (Victoria Registry), December 1, 2016;
- (c) *Sherry Heyder, Amy Graham and Nadine Schultz-Nielsen v. Attorney General of Canada*, FC No.: T-2111-16, December 7, 2016;
- (d) *Amy Graham, Nadine Schultz-Nielsen & Larry Beattie v. Attorney General of Canada*, ONSC No: 16-70743CP, December 12, 2016;
- (e) *Alexandre Tessier v Procureur General du Canada*, QSC No: 200-06-000209-174, demande pour autorisation, February 10, 2017; and,
- (f) *Larry Beattie v. Attorney General of Canada*, FC No.: T-460-17, March 2, 2017.

“Class Counsel” means counsel for the class as listed under **Schedule “R”**, attached;

“Class Members” means all members of the CAF Class and all members of the DND/SNPF Class;

“Class Period” means the period up to and including the Approval Date;

“Compensation Amounts” has the meaning given in Section 7.09;

“Compensation Grid” is the table set out in Section 7.09;

“Court” means the Federal Court of Canada;

“Dedicated Unit” or **“DU”** has the meaning given in Section 6.01;

“Department of National Defence” or **“DND”** means the department established under section 3 of the *National Defence Act*, over which the Minister of National Defence presides.

“Department of National Defence employees”, “employees of DND” or **“DND employees”** means all individuals appointed under the *Public Service Employment Act* by the Deputy Minister of Defence of all employment tenures, including managerial and excluded staff;

“Designated Amount – CAF Class” means two hundred million dollars (\$200,000,000.00);

“Designated Amount – DND/SNPF Class” means twenty-five million dollars (\$25,000,000.00);

“Directors General” or **“DG”** has the meaning given in Section 6.05;

“DND/SNPF Class” has the meaning set out in Section 4.02.

“DU Application” has the meaning given in Section 6.01;

“Eligible Class Member” means a Class Member who was alive as of March 15, 2019 and whose application for an Individual Payment is approved in accordance with the provisions of this FSA;

“Estate Executor” means the estate executor, administrator or trustee of a deceased Eligible Class Member’s estate;

“Final Settlement Agreement” or **“FSA”** means this settlement agreement, including its recitals and Schedules;

“Focus/Stakeholder Group” or **“FSG”** has the meaning given in Section 6.05;

“Implementation Date” means the latest of:

- (a) the expiry of the Opt Out Period;
- (b) if the Opt Out Threshold is exceeded, thirty (30) days after the expiry of the Opt Out Period;
- (c) the day following the last day on which a Class Member may appeal or seek leave to appeal the Approval Order;
- (d) the day after the date of a final determination of any appeal brought in relation to the Approval Order; or
- (e) January 15, 2020;

“in Connection with Employment” means occurring in the Military Workplace and involving military members (CAF or foreign), DND and SNPF employees, or CAF/DND contractors, and may include, having regard to the entire context, incidents occurring outside the Military Workplace and involving military members (CAF or foreign), DND and SNPF employees, or CAF/DND contractors;

“in Connection with Military Service” means occurring in the Military Workplace and involving military members (CAF or foreign), DND and SNPF employees, or CAF/DND contractors and may include, having regard to the entire context, incidents occurring outside the Military Workplace and involving military members (CAF or foreign) or DND and SNPF employees or CAF/DND contractors;

“Individual Application” or **“Claim Form”** means an application for an Individual Payment completed substantially in the form attached as **Schedule “P”** or as amended by the Parties’ agreement, and signed by a Class Member or the Class Member’s Personal Representative or Estate Executor, along with any supporting documentation;

“Individual Application Deadline” means thirty (30) days following the eighteen (18) month anniversary of the Implementation Date;

“Individual Payment” means a lump sum payment assessed by the Administrator or Assessor(s) as payable to an Eligible Class Member under this FSA;

“Initial Payment” has the meaning given in Section 7.20;

“Lead Assessor” means the person appointed by the Court to act as the Lead Assessor to carry out the duties assigned in Section 9 and **Schedule “Q”**;

“Legal Proceedings” includes civil actions, claims, and complaints under the *Canadian Human Rights Act*, but does not include internal harassment complaints, grievances under the *National Defence Act* or the *Federal Public Sector Labour Relations Act*, and staffing complaints under the *Public Service Employment Act*, as they exist on the date this FSA is executed or may exist in the future;

“Military Workplace” means anywhere in a “defence establishment” within the meaning of section 2 of the *National Defence Act*, on a base, wing, or ship where military members may conduct business or access services, including Non-Public Fund facilities and outlets, barracks and messes. The Military Workplace also includes locations where Class Members are on deployment, temporary duty, attached posting and training courses, as well as participating in sanctioned events approved by the Chain of Command or someone in authority within a unit, such as parades, mess dinners, unit parties, unit sports activities, adventure training or course parties;

“Notice Program” means the program of notice to Class Members set out in **Schedule “D”** (KCC/Ricepoint Phase I and II External Notice Program) and **Schedule “F”** – CAF/DND Notice Plan;

“Opt Out” means the delivery of a valid opt out form to the Administrator prior to expiry of the Opt Out Period, or an automatic opt out pursuant to Rule 334.21(2) of the *Federal Courts Rules* by failing to discontinue a proceeding that raises common questions of law set out in the certification order prior to the expiry of the Opt Out Period;

“Opt Out Period” means the ninety (90) day period commencing on the Approval Date;

“Opt Out Threshold – CAF Class” means the Opt Out Threshold set out in Section 3.07;

“Opt Out Threshold – DND/SNPF Class” means the Opt Out Threshold set out in Section 3.08:

“Oversight Committee” or **“Committee”** means the committee established in Section 15;

“Personal Representative” means the personal representative of a Class Member who is under a disability in accordance with applicable provincial and territorial legislation;

“Reduced Payment – CAF Class” has the meaning given in Section 7.19;

“Reduced Payment – DND/SNPF Class” has the meaning given in Section 7.19;

“Release” has the meaning given in Section 13.01;

“Releasees” means individually and collectively, Canada, all current and former Ministers, employees, departments, Crown agents, agencies, Staff of the Non-Public Funds, Canadian Forces, and its employees, Crown servants and members of the CAF and the Royal Canadian Mounted Police for the matters pleaded, or which could have been pleaded against Canada in respect of Sexual Misconduct, known or unknown, in the Class Actions;

“Releasor(s)” means each Class Member, deceased Class Member, Estate Executor, estate executor of a Class Member who was not alive on March 15, 2019, and their respective legal representatives, successors, heirs and assigns;

“Retention Period” has the meaning given in Section 20.02;

“Sexual Misconduct” means the following, in Connection with Military Service for the CAF Class and in Connection with Employment for the DND/SNPF Class:

- i. sexual harassment;
- ii. sexual assault; and/or
- iii. discrimination on the grounds of sex, gender, gender identity or sexual orientation;

“Staff of the Non-Public Funds, Canadian Forces” or **“NPF”** means all unionized and non-unionized employees appointed by the Minister of National Defence pursuant to section 3 of the *Non-Public Funds, Canadian Forces Regulations*, SOR/82-361b, which group has been excluded by the Public Service Commission from the application of the *Public Service Employment Act* by the *Non-Public Funds Staff Exclusion Approval Order*, SOR/82-361a;

“Supplementary Agreement” has the meaning given in Section 9.01;

“Veterans Affairs Canada” or **“VAC”** means the department within the Government of Canada that administers benefits provided under the *Pension Act* and the *Veterans Well-being Act*, which include disability benefits available to eligible CAF members and veterans.

1.02 Headings

The division of this FSA into Sections and Schedules 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 FSA. References in this FSA to Sections and Schedules are to Sections and Schedules of this FSA, unless something in the subject matter or context of a Section or Schedule is inconsistent with this interpretation.

1.03 Extended Meanings

The term “including” means “including without limiting the generality of the foregoing”.

1.04 No Contra Proferentem

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

1.05 Day for Any Action

Where the day or date on or by which any action required to be taken under this FSA 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.

1.06 When Order Final

For the purposes of this FSA, 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.

1.07 Currency

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

1.08 Schedules

The following Schedules to this FSA are incorporated into and form part of it by this reference as fully as if contained in the body of this FSA:

Schedule “A” – Heyder Class Action Amended Statement of Claim

Schedule “B” – Beattie Class Action Statement of Claim

Schedule “C” – Agreement in Principle

Schedule “D” – External Notice Program

Schedule “E” – Pre-Claims Administration Plan

Schedule “F” – CAF/DND Notice Plan

Schedule “G” – Phase I Settlement Approval Hearing Notice Materials

Schedule “H” – Participation Form

Schedule “I” – Phase II Certification and Settlement Approval Notice Materials

Schedule “J” – Opt Out Form

Schedule “K” – Restorative Engagement

Schedule “L” – External Review

Schedule “M” – Definition of Harassment

Schedule “N” – Survivor Support Consultations

Schedule “O” – Gender and Diversity Representation Consultations

Schedule “P” – Individual Application Form / Claim Form

Schedule “Q” – Claims Process - Administration

Schedule “R” – List of Class Counsel

Schedule “S” – Draft Settlement Approval Order

Schedule “T” – Draft VAC Web-Portal Notice

However, in the event of a contradiction between the content of the body of this FSA and the content of the body of one of the above Schedules, the language of the body of the FSA will govern.

1.09 No Other Obligations

All actions, causes of actions, liabilities, claims and demands whatsoever of any nature or kind for damages, contribution, indemnity, costs, expenses or interest which any Class Member ever had, now has or may hereafter have arising against Canada in relation to Sexual Misconduct, whether or not such claims were made or could have been made in any proceeding including the Class Actions, will be finally settled on the terms and conditions set out in this FSA upon the Implementation Date, and Canada will have no further liability except as set out in this FSA.

SECTION TWO

EFFECTIVE DATE OF THIS FSA

2.01 Date when Binding and Effective

This FSA will become effective and be binding on all the Parties and the Class Members on and after the Implementation Date. The Approval Order will constitute approval of this FSA in respect of all Class Members.

2.02 Effective in Entirety

None of the provisions of this FSA will become effective unless and until the Court approves all the provisions of this FSA, with the exception of Sections 17.01, 17.02, 17.04 and 17.05, and subject to Section 19.03.

SECTION THREE

IMPLEMENTATION OF THIS FSA

3.01 Amendment of Heyder and Beattie Class Actions

The Parties agree that it is their intent to resolve the claims of all Class Members. The Parties agree to amend the class definitions in the Class Actions to read as set out in Section 4.01.

The Parties further agree, conditional on the Court's approval of this FSA including the DND/SNPF Class and the implementation of this FSA including the DND/SNPF Class, to also amend the class definitions in the Class Actions to read as set out in Section 4.02, and to include allegations regarding Sexual Misconduct against DND/SNPF Class Members. The Parties further agree that these amendments regarding the DND/SNPF Class will be effective on the Implementation Date.

3.02 Consent Certification

The Parties agree that a motion will be made to the Court for the certification of the Heyder and Beattie Class Actions on consent for the purposes of settlement, returnable at the same time as settlement approval, in accordance with the terms of this FSA. The Parties agree that Canada's consent to the certification of the Heyder and Beattie Class Actions is conditional upon the Court approving the settlement in accordance with the terms of this FSA.

3.03 Appointment of Notice Provider and Interim Administrator

The Parties have selected KCC/Ricepoint as the Notice Provider who will effect notice of the hearing of the motion to approve this FSA, and notice of the consent certification and approval of this FSA and of the process to apply for Individual Payments, Restorative Engagement and VAC disability awards, or to Opt Out of the settlement in accordance with the External Notice Program attached as **Schedule "D"**.

The Parties have selected Deloitte as the Interim Administrator who will establish and manage a website and call centre, and manage the participation of putative class members in the approval hearing as described in the Pre-Claims Administration Plan attached as **Schedule "E"**.

Canada will provide notice of the settlement approval hearing, and, if approved, of the settlement approval, directly and indirectly through internal and external networks, as set out in the CAF/DND Notice Plan, attached as **Schedule “F”**. Canada reserves the right to update the CAF/DND Notice Plan as needed.

3.04 Form and Content of Notices and Participation Forms

Notice of the hearing to approve this FSA will be generally in the forms set out in **Schedule “G”**.

Putative Class Members will be invited to participate in the approval process by completing a Participation Form indicating their support or objection to the settlement in the form set out in **Schedule “H”**.

The draft Phase II Notice, which is subject to amendment by the Parties on consent, is attached as **Schedule “I”**.

3.05 Costs of Notice Program

Canada agrees to fund the reasonable costs of the KCC/Ricepoint External Notice Program up to a maximum of five hundred and fifty thousand dollars (\$550,000.00), and for the reasonable costs of the Interim Administrator up to a maximum of seventy five thousand dollars (\$75,000.00). There will be a “1-800” number which will provide scripted information concerning the claims process, the cost of which is included in the amounts provided by Canada for notice and interim administration.

3.06 Opt Out Process and Form

Class Members who wish to Opt Out of the proceeding may do so during the Opt Out Period. The Notice of Approval of the Settlement Agreement will include an Opt Out Form generally in the form attached as **Schedule “J”**.

Opt Out Forms shall be provided by the Administrator to Parties’ counsel weekly throughout the Opt Out Period. Defendant’s counsel will not disclose the Opt Out Forms to CAF except as

required for the purposes of determining whether a court action or other legal proceeding is barred by the Release contained in this FSA and the Approval Order.

3.07 Opt Out Threshold – CAF Class

If the number of CAF Class Members who have delivered a valid Opt Out Form exceeds six thousand and two hundred and fifty (6,250), in Canada's sole discretion Canada may, within thirty (30) days after the end of the Opt Out Period, exercise the option to void this FSA, in which case the Approval Order will be set aside in its entirety. For greater certainty, automatic Opt Outs pursuant to Rule 334.21(2) of the *Federal Courts Rules* are not to be counted in determining whether the Opt Out Threshold has been exceeded.

3.08 Opt Out Threshold – DND/SNPF Class

If the number of DND/SNPF Class Members who have delivered a valid Opt Out Form exceeds one thousand (1,000), in Canada's sole discretion Canada may, within thirty (30) days after the end of the Opt Out Period, exercise the option to void this FSA insofar as it concerns the DND/SNPF Class, in which case the Approval Order will be set aside to exclude the DND/SNPF Class. For greater certainty, automatic Opt Outs pursuant to Rule 334.21(2) of the *Federal Courts Rules* are not to be counted in determining whether the Opt Out Threshold has been exceeded.

SECTION FOUR

CLASS DEFINITION

4.01 Class Definition – CAF Class

The Parties agree that the CAF Class will be defined as follows:

All current or former CAF Members who experienced Sexual Misconduct up to and including the Approval Date, who have not Opted Out of the Heyder or Beattie Class Actions.

4.02 Class Definition - DND/SNPF Class

The Parties have agreed to expand the class definition in the Class Actions to include the DND/SNPF Class to ensure that certain persons working in an employment relationship with DND or the Staff of the Non-Public Funds, Canadian Forces are eligible for compensation through this settlement. The Parties have agreed that the DND/SNPF Class will be defined as follows:

All current and former employees of DND and of the Staff of the Non-Public Funds, Canadian Forces, who experienced Sexual Misconduct up to and including the Approval Date, who have not Opted Out of the Heyder or Beattie Class Actions.

SECTION FIVE

CAF MEASURES

5.01 Restorative Engagement

Canada agrees to establish a Restorative Engagement program led by the DND/CAF to allow interested Class Members to communicate their experiences of Sexual Misconduct in the Military Workplace to senior representatives of the CAF or DND. The elements of the Restorative Engagement program are described in **Schedule “K”**. The Parties acknowledge and agree that the elements may be amended by Canada, provided such amendments are consistent with the intent of this provision and **Schedule “K”**.

5.02 External Review

Canada agrees to conduct, five years from the Approval Date, a comprehensive External Review, the costs of which are not to exceed seven hundred and fifty thousand dollars (\$750,000.00), to assess the progress of Operation Honour and the Sexual Misconduct Response Centre. For greater certainty, the costs include all internal and external costs required for completion of the review. The elements of the External Review are described in **Schedule “L”**. The Parties acknowledge and agree that the elements may be amended by Canada, provided such amendments are consistent with the intent of this provision and **Schedule “L”**.

5.03 Harassment Definition

Defence Administrative Order and Directive (DAOD) 5012-0 is the overarching order that applies to all CAF members and DND employees with respect to harassment. Within 30 days of the Implementation Date, Canada agrees to amend the definition of harassment in DAOD 5012-0 in accordance with **Schedule “M”**. The Parties acknowledge and agree that the CAF or Canada may amend or revise any CAF policies, including the definition of harassment in CAF policies at any time in the future. Any such amendments (regardless of form or content) shall not constitute a breach of this FSA.

5.04 Survivor Support

Canada agrees to consult with up to three (3) Class Member representatives, and one (1) subject matter expert, regarding CAF’s plans to enhance its resources and support programs for survivors of Sexual Misconduct in accordance with **Schedule “N”**. Canada will pay the reasonable expenses of Class Member representatives and subject matter experts in accordance with Government of Canada policies and procedures.

5.05 Gender Representation and Diversity

Canada agrees to consult with up to three (3) subject matter experts and three (3) Class Member representatives regarding increasing gender representation and diversity in the CAF in accordance with **Schedule “O”**. Canada will pay the reasonable costs of subject matter experts, and the reasonable expenses of Class Member representatives.

SECTION SIX

VAC MEASURES

6.01 Dedicated Unit

Canada through VAC will establish a Dedicated Unit (**“DU”**) to receive and process both new applications and applications for Departmental reviews for VAC Disability Benefits (**“DU Applications”**) for those seeking to establish eligibility for Enhanced Compensation under Category “C” of the Compensation Grid to this FSA. The DU will be operational from the start of

the Claims Period to a date that is two (2) years from the start of the Claims Period. VAC may, at its sole discretion, extend this period further if necessary.

6.02 Updated Policies

Canada through VAC will update the following three VAC policies generally governing eligibility for VAC disability benefits to clarify the revised approach to be taken when adjudicating applications for disability benefits involving claims of sexual assault or sexual harassment:

- Disability Benefits in Respect of Peacetime Military Service - The Compensation Principle <https://www.veterans.gc.ca/eng/about-vac/legislation-policies/policies/document/1578>
- Disability Benefits in Respect of Wartime and Special Duty Service – The Insurance Principle <https://www.veterans.gc.ca/eng/about-vac/legislation-policies/policies/document/1447>
- Benefit of Doubt - <https://www.veterans.gc.ca/eng/about-vac/legislation-policies/policies/document/1584>

The updates to these policies will include:

- (a) clarification that when determining a claim for benefits involving an injury or disease resulting from sexual assault or sexual harassment, the occurrence of the sexual assault or sexual harassment may be established on the basis of the claimant's own testimony;
- (b) an additional clarification that for the purposes of determining a claim for benefits, an injury or disease resulting from an incident of sexual assault or sexual harassment involving CAF members will not be rejected solely on the basis that it occurred off CAF property or at an event that the claimant was not required to attend. It is acknowledged that each decision as to whether or not an injury or disease is connected to military service is made by VAC having regard to all relevant contextual evidentiary factors;
- (c) VAC will also ensure that its internal "Adjudication Manual" is aligned to reflect and facilitate these policy clarifications by September 24, 2019 or such further and later date as the Court approves this FSA; and

- (d) VAC will ensure that the updated policies are posted on the VAC website.

Any updated policy wording is intended to reflect the current approach VAC takes to adjudication based upon and within the confines of the current legislated benefit regime. The benefit regime and jurisprudence applicable to it may evolve over time and so too may these policies. For greater certainty, the Parties acknowledge and agree that this FSA does not prevent Canada from amending or revising at any time in the future its benefits regime or policies related thereto. Any such amendments (regardless of form or content) shall not constitute a breach of this FSA.

6.03 Notice of Policy Clarifications

The Parties will ensure that the clarifications to the policies are identified in the Notice Program and incorporated into the VAC claims application process so that Class Members are aware of the policy updates. VAC will post information regarding the existence of available opportunities to seek Departmental review of past decisions where entitlement to benefits was denied on its web-portal substantially in the form attached as **Schedule “T”**.

6.04 Reconsideration or Review

For those Veterans who come forward or for cases that may come to VAC's attention, VAC will ensure that all Departmental reviews and reconsiderations pursuant to provisions of the *Pension Act*, R.S.C. 1985, P-6, as amended, and the *Veterans Well-Being Act*, S.C. 2005, c. 21, as amended, will take into account the above clarifications and VAC's current approach to claims. This includes decisions that were made contrary to current practice, as revised in accordance with Section 6.02. In accordance with the above legislation, past decisions, including decisions that were made contrary to the revised approach, will be reconsidered or reviewed in the following circumstances:

- (a) Where the initial decision contains an error with respect to a finding of fact, or the interpretation of any law, including one which would be contrary to the current practice as revised in Section 6.02 above, and VAC's decision has not been reviewed by the Veterans Review and Appeal Board (“VRAB”);

- (b) On application, where new evidence is provided in support of the claim (note that for disability award entitlement decisions, there is a limit of one such application for Departmental review), and VAC's decision has not been reviewed by the VRAB;
- (c) If VAC's decision has been reviewed by the VRAB, where the applicant/Class Member has obtained the VRAB's permission to return the application to VAC; or
- (d) Where the Entitlement Review Panel of the VRAB refers the matter back to the Minister for reconsideration.

For clarity, VAC will reconsider any matter that has been referred by the VRAB in accordance with applicable legislation.

6.05 Feedback on VAC Claims Relating to Injuries Arising from Sexual Assault or Sexual Harassment

The Directors General (“**DG**”) of both the VAC Operations Sector and Policy Sector will agree to a process that they, together with a Focus/Stakeholder group (“**FSG**”) to be identified by Class Counsel three (3) months from the Implementation Date, can meet. The formal discussion meetings will be limited to two separate half-days that can be extended if both the DGs and the FSG agree. The purpose of the formal discussions will be for the FSG to present and for the parties to discuss the particular and unique obstacles, impacts or other concerns that survivors of sexual assault or sexual harassment currently face in relation to claims and access to VAC benefits.

The DG and FSG or others they designate to work on their behalf agree to an initial telephone discussion or other meeting, to be held within three (3) months from the Implementation Date or such other date as agreed by the Parties to discuss the best approach to prepare for and conduct the proposed two meetings between the groups. VAC is amenable to receiving input from the FSG regarding the design for the conduct of these formal discussions. VAC is prepared to consider a facilitated meeting if that would be of assistance to the FSG.

The FSG may provide written material to facilitate discussions at any meetings. Any written material will be provided on a mutually agreed upon date and data/page limit. Unless VAC and the FSG otherwise agree, the formal discussions referenced herein will be commenced within

three (3) months of the Implementation Date and completed within eighteen (18) months from the Implementation Date.

6.06 Trauma-Informed Support Training

VAC will continue external sexual trauma-informed support training for VAC decision-makers as necessary.

SECTION SEVEN

INDIVIDUAL COMPENSATION

7.01 Total Amount available for Individual Compensation for CAF Class

The total amount payable by Canada in respect of individual compensation in respect of the CAF Class is limited to the sum of all Individual Payments assessed as payable to Eligible Class Members as defined and set out below, and shall not in any circumstances exceed the sum of eight hundred million dollars (\$800,000,000.00) (“**Aggregate Compensation Cap – CAF Class**”).

7.02 Total Amount available for Individual Compensation for DND/SNPF Class

The total amount payable by Canada in respect of individual compensation in respect of the DND/SNPF Class is limited to the sum of all Individual Payments assessed as payable to Eligible Class Members as defined and set out below, and shall not in any circumstances exceed the sum of one hundred million dollars (\$100,000,000.00) (“**Aggregate Compensation Cap – DND/SNPF Class**”).

7.03 Amount Payable by Canada if sum of Individual Payments is less than the Designated Amount

If the total aggregate of the Individual Payments for the Class(es) is determined to be less than the applicable Designated Amount, the amount payable by Canada shall be limited to the Individual Payments and the ACC Base Amount and any Additional Awareness and Culture Change Amount owing pursuant to Section 8.

7.04 Redistribution of Funds if Available Funds for One Class Exhausted

The CAF Class may only be compensated from the funds referred to in Section 7.01, and the DND/SNPF Class may only be compensated from the funds referred to in Section 7.02, except in the following circumstances:

- (a) If the aggregate of the Individual Payments assessed for DND/SNPF Class Members does not exceed the Aggregate Compensation Cap – DND/SNPF Class, and the aggregate of the Individual Payments assessed for the CAF Class Members exceeds the Aggregate Compensation Cap – CAF Class, any amounts remaining under the Aggregate Compensation Cap – DND/SNPF Class after any Augmented Compensation Amounts – DND/SNPF Class have been calculated under Section 7.18 shall be used to fund the Individual Payments assessed for the CAF Class; and
- (b) If the aggregate of the Individual Payments assessed for CAF Class Members does not exceed the Aggregate Compensation Cap – CAF Class, and the aggregate of the Individual Payments assessed for the DND/SNPF Class Members exceeds the Aggregate Compensation Cap – DND/SNPF Class, any amounts remaining under the Aggregate Compensation Cap – CAF Class after any Augmented Compensation Amounts – CAF Class have been calculated under Section 7.18 and after the Additional Awareness and Culture Change Amount is accounted for, shall be used to fund the Individual Payments assessed for the DND/SNPF Class.

7.05 Where Claimant is a member of both the CAF Class and DND/SNPF Class

Where an individual is a member of both the CAF and DND/SNPF Classes, they may make a claim in respect of incidents which occurred in either capacity, but shall only be entitled to one Individual Payment, at the highest level to which they are entitled. Compensation in respect of that claim will be payable from the funds available for the CAF Class or the DND/SNPF Class depending on the employment status of the claimant at the time of occurrence of the Claimant's highest value incident/injury. If the claimant suffered an incident or aggravating injury both as a CAF Class Member and a DND/SNPF Class Member that are determined to be at the same level in the Compensation Grid, payment of compensation to the Claimant will be evenly split between the funds available for each class.

7.06 Eligibility for Consideration for Individual Payment

A Class Member is eligible to be considered for an Individual Payment provided the Class Member was alive on March 15, 2019, and that a properly executed Individual Application Form is submitted to the Administrator by the Individual Application Deadline, subject to the exception in Section 7.08 for late Individual Applications. The Individual Application Form will generally be in the form attached as **Schedule "P"**.

7.07 Evidentiary Threshold

The evidentiary threshold for all decisions relating to Individual Payments shall be on a balance of probabilities.

7.08 Late Individual Applications

The Administrator shall accept for substantive review Individual Applications filed within 60 days after the Individual Application Deadline where the Administrator is satisfied that the Class Member was delayed from delivering an Individual Application until after the Individual Application Deadline due to a disability on the part of the Class Member or due to other exceptional circumstances. No Individual Application shall be accepted for substantive review by the Administrator more than 60 days after the Individual Application Deadline without leave of the Court.

7.09 Eligibility for an Individual Payment

Upon assessment of the nature of the incidents of Sexual Misconduct and the severity of the harm suffered as a result of those incidents, Class Members may be eligible for an Individual Payment in relation to incidents of Sexual Misconduct occurring during the Class Period, that is comprised of the Compensation Amounts for which they are assessed as eligible, as set out in the following Compensation Grid (the "**Compensation Amounts**"), subject to the limitations set out in Sections 7.11 - 7.15, 12.01, 12.02 and 12.03, and any necessary pro rating as set out in Section 7.19:

Category	Compensation Amount / Harm Level	
A. Sexual harassment, gender based or LGBTQ2+ based discrimination	\$5,000.00	
B1. Targeted or ongoing or severe sexual harassment and/or sexual assault in the form of unwanted sexual touching	Low Harm	\$5,000.00
	Medium Harm	\$10,000.00
	High Harm	\$20,000.00
B2. Sexual assault in the form of sexual attack or sexual activity where the Class Member did not consent or was unable to consent	Low Harm	\$30,000.00
	Medium Harm	\$40,000.00
	High Harm	\$50,000.00
C. Enhanced Payment – Class Members who suffer or suffered from PTSD or other diagnosed mental injuries, or physical injuries directly arising from sexual assault or sexual harassment.	Low Harm	\$50,000.00
	Medium Harm	\$75,000.00
	High Harm	\$100,000.00

7.10 Compensation Grid Definitions

The definitions of “unwanted sexual touching”, “sexual attack” and “sexual activity where the Class Member did not consent or was unable to consent” are found in **Schedule “Q”**.

7.11 Eligibility Limited for Category A Payments

The Compensation Amount in respect of Category A is only payable to women, and to those who identify as a LGBTQ2+ persons, in respect of incidents occurring after April 17, 1985, who

establish that they meet the criteria set out in **Schedule “Q”**. For greater clarity, the Parties do not intend for persons who do not identify as LGBTQ2+ and who experienced Sexual Misconduct on the basis only that they were perceived to be LGBTQ2+ to be eligible for compensation under Category A.

7.12 Eligibility Limited for Category B Payments

A Class Member who establishes that they meet the criteria for either Category B1 or B2 set out in **Schedule “Q”** shall be eligible for the highest applicable level of harm within Categories B1 or B2 which describes their experience, but not both.

7.13 Eligibility Limited for Category C Payments

No Compensation Amount is payable in respect of Category C unless the Class Member has applied for VAC disability benefits for harm arising from any Sexual Misconduct and been denied on or after April 3, 2017. If a denial of VAC disability benefits was received prior to April 3, 2017, the Class Member must seek Departmental review to the extent it is available. Only if the Class Member receives notification that they are not entitled to an award as a result of the Departmental review, will they be eligible for a Compensation Amount under Category C.

A Class member who has satisfied the requirement to apply for a VAC disability award, and is denied, and who establishes they meet the criteria in **Schedule “Q”**, may be eligible for a Compensation Amount under Category C based on the level of harm (Low, Medium, and High) in which they are assessed, as determined by the Assessor(s).

7.14 Exception

Section 7.13 does not apply to DND/SNPF Class Members who have never served in the CAF and are not eligible for awards or benefits under the *Pension Act* and/or the *Veterans Well-being Act*. For greater clarity, DND/SNPF Class Members who have served or are currently serving in the CAF must first seek Departmental review to the extent it is available. Only if the person receives notification that they are not entitled to an award as a result of the Departmental review, will they be eligible for a Compensation Amount under Category C.

DND/SNPF Class Members who have not yet applied under the *Government Employees Compensation Act* (GECA) are not required to do so in order to claim compensation under Category C.

7.15 Maximum Individual Payment

For greater certainty, if a Class Member can establish that they experienced the incidents and related negative impacts for Category A, either Category B1 or B2, and Category C, as specifically described in **Schedule “Q”**, they will be entitled to the sum of the amounts assessed for Categories A, B1 or B2 (but not both) and C.

The amount of compensation payable under Categories B and C will be determined by the Assessor(s), to a maximum of \$50,000 for Category B and a maximum of \$100,000 for Category C. The total compensation received by an Eligible Class Member shall not exceed \$155,000 (Category A plus Category B2 plus Category C, subject to the addition of the Augmented Compensation Amounts – CAF and Augmented Compensation Amounts – DND/SNPF described below). The Assessor(s) shall determine the amount of compensation payable under Categories B and C in accordance with **Schedule “Q”**.

7.16 Audits

Canada reserves the right to conduct audits at Canada’s own expense from time to time of the Compensation Amounts and Individual Payments assessed by the Administrator and/or the Assessor(s).

7.17 Residue of Designated Amount and Augmented Compensation Amounts

If the total aggregate amount of the Compensation Amounts assessed as payable to CAF Class Members is determined to be less than the Designated Amount – CAF Class, any difference between the total aggregate amount of the Compensation Amounts assessed as payable to CAF Class Members and the Designated Amount – CAF Class shall be distributed on a *pro rata* basis to Eligible CAF Class Members to a maximum fifteen percent per Claim (the “**Augmented Compensation Amounts – CAF Class**”). For greater certainty, in no case shall an Eligible CAF Class Member be entitled to receive more than \$178,250, regardless of the nature or number of incidents of Sexual Misconduct they may have experienced.

If the total aggregate amount of the Compensation Amounts assessed as payable to DND/SNPF Class Members is determined to be less than the Designated Amount – DND/SNPF Class, any difference between the total aggregate amount of the Compensation Amounts assessed as payable to DND/SNPF Class Members and the Designated Amount – DND/SNPF Class shall be distributed on a *pro rata* basis to Eligible DND/SNPF Class Members to a maximum fifteen percent per Claim (the “**Augmented Compensation Amounts – DND/SNPF Class**”). For greater certainty, in no case shall an Eligible DND/SNPF Class Member be entitled to receive more than \$178,250, regardless of the nature or number of incidents of Sexual Misconduct they may have experienced.

7.18 Calculation of the Augmented Compensation Amounts

In the event that Augmented Compensation Amounts – CAF Class and/or the Augmented Compensation Amounts – DND/SNPF Class are to be paid to CAF Class Members and/or DND/SNPF Class members respectively, but must be prorated from the residue of the Designated Amount – CAF Class and/or the Designated Amount – DND/SNPF Class, these supplemental payments in respect of the Augmented Compensation Amounts – CAF Class and/or Augmented Compensation Amounts – DND/SNPF Class shall be calculated and prorated according to the following formula:

$$A = B \times \frac{C}{D}$$

Where:

A = the Augmented Compensation Amount – CAF Class, or Augmented Compensation Amount – DND/SNPF Class as applicable, payable to an Eligible Class Member;

B = the difference between Designated Amount – CAF Class, or Designated Amount DND/SNPF Class as applicable, and the total aggregate amount of the Compensation Amounts assessed as payable to the CAF Class, or DND/SNPF Class as applicable;

C = the total value of the Eligible Class Member's assessed Compensation Amount;

D = the total value of all assessed Compensation Amounts from the CAF Class, or DND/SNPF Class as applicable.

After payment of the Augmented Compensation Amounts – CAF Class and the Augmented Compensation Amounts – DND/SNPF Class, Canada shall not be required to pay any further residue from the Designated Amount – CAF Class or Designated Amount – DND/SNPF Class except in accordance with Section 7.04.

7.19 *Pro rata* Reduction if Total Amount Available for Individual Compensation Exceeded

Subject to any redistribution of the Aggregate Compensation Caps provided for in Section 7.04, if the Total Amount available for individual compensation referred to in Section 7.01 is not sufficient to pay the aggregate of the Individual Payments assessed to Eligible Class Members, the Individual Payments owing to Eligible Class Members shall be divided on a *pro rata* basis among the Eligible Class Members so that the total aggregate amount of the Individual Payments otherwise payable to Eligible Class Members does not exceed the Aggregate Compensation Cap – CAF Members (the "**Reduced Payments – CAF Members**") for the CAF Class or the Aggregate Compensation Cap – DND/SNPF (the "**Reduced Payments – DND/SNPF Members**") for the DND/SNPF Class as the case may be. Eligible Class members will then be eligible only for the Reduced Payments. In the event that Reduced Payments – CAF Members and/or Reduced Payments – DND/SNPF Members are to be paid, for each Eligible Class Member, a Reduced Payment – CAF Member, and/or Reduced Payment – DND/SNPF Member as applicable, shall be calculated and prorated according to the following formula:

$$R = X \times \frac{Y}{Z}$$

Where: R = the Reduced Payment – CAF Member, or Reduced Payment – DND/SNPF Member as applicable, payable to an Eligible Class Member;

X = the total value of the Eligible Class Member's assessed Compensation Amount, if the Aggregate Compensation Cap – CAF Class, or Aggregate Compensation Cap – DND/SNPF Class as applicable, did not exist;

Y = the Aggregate Compensation Cap – CAF Class, or Aggregate Compensation Cap – DND/SNPF Class as applicable;

Z = the total value of all assessed Compensation Amounts from the CAF Class, or DND/SNPF Class as applicable, if no cap existed.

In the event any prorated payment otherwise payable to an Eligible Class Member in accordance with the foregoing calculations would amount to less than \$100, no such prorated payment shall be made.

7.20 Initial and Final Distribution of Approved Payments

All Eligible Class Members eligible for compensation shall be paid \$5,000.00 (the "**Initial Payment**") as soon as reasonably practicable following verification that they will qualify for compensation in Categories A, B or C.

Should the Administrator find that a Class Member is eligible for additional compensation pursuant to Categories B or C, the Initial Payment will be deducted from the total amounts assessed as payable to that Eligible Class Member, resulting in an additional payment to be paid through a final distribution (the "**Additional Payment**").

If at any time after the Implementation Date, it appears that the total amounts assessed for the Initial Payments will exceed the Aggregate Compensation Cap, the Administrator will have the discretion to direct that these payments be suspended until the Claims Period ends. If after the Individual Application Deadline, the total amounts assessed for the Initial Payments exceeds the Aggregate Compensation Cap, the Initial Payments that have not yet been paid will be prorated and no Additional Payments will be made to Class Members.

In that event, the remaining Initial Payments shall be calculated by dividing the remaining funds by the number of Eligible Class Members to be paid.

7.21 Compensation Inclusive

For greater certainty, the amounts payable to Eligible Class Members under this FSA are inclusive of any prejudgment or post-judgment interest or other amounts that may be claimed by Eligible Class Members.

7.22 Social Benefits and Taxation

Canada shall write a letter to Employment and Social Development Canada and the Canada Revenue Agency requesting that Class Members' entitlement to federal social benefits or social assistance benefits not be negatively affected by receipt of an Individual Payment, and that Individual Payments not be considered taxable income within the meaning of the *Income Tax Act*.

Canada shall write a letter to provincial and territorial governments requesting that Class Members' receipt of any Individual Payments not affect the amount, nature, or duration of any social benefits or social assistance benefits available or payable to any Eligible Class Member who has been paid under this FSA.

7.23 No Assignment

No amount payable under this FSA can be assigned, and any such assignment is null and void except as expressly provided for in this FSA. Cheques for Individual Payments will be issued to each Eligible Class Member and mailed to his or her home address.

SECTION EIGHT

AWARENESS AND CULTURE CHANGE

8.01 Awareness and Culture Change Base Amount (ACC Base Amount)

The Parties agree that the Oversight Committee will identify and choose measures that will validate Class Member experiences, influence culture change within the CAF, and increase awareness of the harms caused by Sexual Misconduct. Canada will provide two million dollars (\$2,000,000.00) ("**ACC Base Amount**") in funding to implement such measures. The Oversight

Committee may consult with subject-matter experts if the Parties agree, the reasonable costs of which would be paid from the ACC Base Amount.

The measures may be implemented by Canada, and/or a third party, as may be agreed upon by the Parties. The Parties will agree on a process by which payment for each of the agreed upon projects is made by Canada directly.

8.02 Additional Awareness and Culture Change Amount if Designated Amount is not Reached

If the Designated Amount – CAF Class exceeds the aggregate of the Compensation Amounts assessed as payable to the CAF Class and the Augmented Compensation Amounts – CAF Class, Canada will make available the difference between the aggregate of these amounts and the Designated Amount – CAF Class for additional Awareness and Culture Change initiatives, provided that the difference does not exceed twenty-three million dollars (\$23,000,000.00).

8.03 Parties to agree to process if Additional Awareness and Culture Change Amount available

If the Additional Awareness and Culture Change Amount is made available, the Parties will meet and determine the best process for identifying projects and determining the allocation of the amounts and for the receipt, management and distribution of these amounts. The process must be approved by Canada and the Court by subsequent Order. The measures may be implemented by Canada, and/or a third party, as may be agreed upon by the Parties.

8.04 Parameters for use of Awareness and Culture Change Amounts

The Parties intend for the Awareness and Culture Change Amounts identified in this FSA to be spent only on Projects that recognize and address the impact of Sexual Misconduct in the CAF and that increase education and awareness regarding these issues, all with the aim of promoting culture change in the CAF. Without limiting the discretion of the Oversight Committee, the culture change projects may include exhibits and other initiatives to share the experiences of those who have experienced Sexual Misconduct in the CAF with members of the CAF, including stories that were brought forward through the Restorative Engagement Process established by this FSA, although no such experiences will be shared without the express consent of the survivor. Canada

will make best efforts to foster relationships with the Canadian Museum of Human Rights and the Canadian War Museum in relation to the creation of potential exhibits or projects.

SECTION NINE

APPOINTMENT AND FUNDING OF ADMINISTRATOR AND ASSESSOR(S)

9.01 Appointment of the Administrator

The Administrator will be chosen through a process acceptable to the Parties. The Administrator will administer all claims and will assess eligibility for compensation under Category A of the Individual Compensation scheme. The terms of appointment of the Administrator will be set out in a Supplementary Agreement to be negotiated by the Parties and submitted to the Court for approval at the same time as this FSA.

9.02 Appointment of the Assessor(s)

The Parties agree that a Lead Assessor and a roster of Assessor(s) will be chosen by the Parties through a process that is agreed upon and that the process and terms of appointment of the Assessor(s) will be set out in a Supplementary Agreement to be negotiated by the Parties and submitted to the Court for approval at the same time as this FSA. The Parties further agree that the Assessor(s) will assess eligibility for compensation under Categories B and C of the Individual Compensation scheme.

9.03 Individual Payment Administration Costs

The Parties agree that Canada will pay the reasonable costs of the Administrator and Assessor(s) under terms to be negotiated by the Parties and the Administrator and Assessor(s), and set out in a Supplementary Agreement that will be submitted to the Court for approval at the same time as this FSA. The said negotiations and execution of the Supplementary Agreement will be completed no later than seven (7) days prior to the date of the Approval Hearing.

SECTION TEN

DUTIES OF THE ADMINISTRATOR AND ASSESSOR(S)

10.01 Language of Work

The Administrator and the Assessor(s) shall provide services in English or French as the Claimant elects.

10.02 Co-ordination

The Administrator and the Assessor(s) shall work cooperatively with the Parties to ensure that their process and product are designed to ensure the efficient administration of the Assessor(s)' mandate. The co-ordination shall begin as soon as is reasonably practicable and shall continue throughout the administration of this FSA as may reasonably be required from time to time.

10.03 Administrator's Duties

The Administration will take place within the framework described in **Schedule "Q"**. The Administrator's duties and responsibilities will include the following:

- (a) receiving, recording and managing the Opt Out process;
- (b) developing, installing and implementing systems and procedures for processing, evaluating and making decisions respecting Individual Applications which reflect the need for simplicity in form, including performing initial intake and other screening functions, and ensuring that the Individual Applications are complete, substantially in accordance with **Schedule "Q"**;
- (c) providing personnel in such reasonable numbers as are required for the performance of its duties, and all training for such personnel;
- (d) keeping, or causing to be kept, accurate accounts of its activities, preparing such financial statements, reports and records as are required by the Court, in a form and with content as directed by the Court, and submitting them to the Court so often as the Court directs;

- (e) receiving and responding to all enquiries and correspondence respecting the validation of Individual Applications, reviewing and evaluating all Individual Applications for compensation under Category A of the Compensation Grid, screening claims for compensation under Categories B and C, making Category A decisions in respect of Individual Applications, giving notice of its decisions in accordance with the provisions of this FSA and communicating with Class Members;
- (f) if a Class Member or Eligible Class Member contacts the Administrator and expresses the desire to communicate in a language other than English or French, the Administrator will make best efforts to accommodate him or her;
- (g) providing all records and information requested for the purposes of any audits that may be conducted, and cooperating fully with such audits;
- (g) providing a final list of all Eligible Class Members and the amounts assessed and paid thereto under the Settlement to Canada;
- (h) providing all necessary administrative or other support to the Oversight Committee and its Members as may be required to coordinate its activities; and
- (i) such other duties and responsibilities as the Court may from time to time by order direct.

10.04 Assessor(s)' Duties

The assessments of Categories B and C shall take place within the framework described in **Schedule "Q"**. To the extent further clarity is required, the Assessor(s) may, with the assistance and agreement of counsel for the Parties, develop additional tools to assist in their assessment of Category B and C claims of Eligible Class Members pursuant to and consistent with **Schedule "Q"** of this FSA.

The Assessor(s)' duties and responsibilities will include the following:

- (a) developing, installing and implementing systems and procedures for processing, evaluating and making decisions respecting Individual Applications which reflect the need for simplicity in form, including performing initial intake and ensuring that the Individual Applications are complete, substantially in accordance with **Schedule "Q"**;

- (b) providing personnel in such reasonable numbers as are required for the performance of its duties, and all training for such personnel;
- (c) keeping, or causing to be kept, accurate accounts of its activities, preparing such financial statements, reports and records as are required by the Court, in a form and with content as directed by the Court, and submitting them to the Court so often as the Court directs;
- (d) reviewing and evaluating all Individual Applications for compensation under Categories B and C of the Compensation Grid, making decisions in respect of Individual Applications, giving notice of its decisions in accordance with the provisions of this FSA or coordinating same with the Administrator, and communicating with Class Members;
- (e) if a Class Member or Eligible Class Member contacts the Assessor(s) and expresses the desire to communicate in a language other than English or French, the Assessor(s) will make best efforts to accommodate him or her;
- (f) providing all records and information requested for the purposes of any audits that may be conducted, and cooperating fully with such audits; and
- (g) such other duties and responsibilities as the Court may from time to time by order direct.

10.05 Reporting

The Administrator and the Assessor(s) shall report to the Parties monthly pursuant to **Schedule “Q”** of this FSA and any additional terms contained in a Supplementary Agreement. The Administrator and the Assessor(s) shall provide all information required by each of them for the successful implementation of this FSA, and to ensure the completion of the Final Report to the Court as required by these schedules.

10.06 Confidentiality

The Administrator and the Assessor(s) shall treat the Claimants’ information and records confidentially in accordance with Section 20.01, and must execute, and require all employees or sub-contractors to execute, a non-disclosure agreement in a form satisfactory to the Parties. Claimant information, including material in printed and/or electronic format, shall be stored in a

secure manner to ensure that only authorized persons who have signed the non-disclosure agreement may access the information

10.07 Powers and Immunity

The Administrator and the Assessor(s) shall have all the powers necessary for the performance of their duties in accordance with this FSA. The Administrator and the Assessor(s) and any person(s) working for them in connection with this FSA shall benefit from the public law immunity associated with judicial functions. No suit may be instituted against the Administrator, Assessor(s) or any person working for the Administrator or Assessor(s) without the permission of the Court.

10.08 Requirement for Insurance

The Administrator and the Assessor(s) shall ensure that they carry adequate insurance considering the duties and risk associated with their appointment as Administrator and Assessor(s). All costs associated with such insurance shall be borne by the Administrator and the Assessor(s).

10.09 Audits of the Administrator and Assessor(s)

Canada reserves the right to audit the activities of the Administrator and/or the Assessor(s) for the purpose of assessing compliance with this FSA.

SECTION ELEVEN

CLAIMS ADMINISTRATION

11.01 Claims Period

The Claims Period will begin thirty (30) days from the Implementation Date and continue to the Individual Application Deadline.

11.02 Claims Process

The Administrator shall perform an initial intake review of all Individual Applications from Claimants to ensure that the file is complete and to facilitate the verification of service with the

CAF. Once a Claimant is verified as having served in the CAF, the Administrator and the Assessor(s) will administer the process set out in **Schedule “Q”**.

11.03 Determinations Final

All decisions by the Administrator and by the Assessor(s) are final and binding against the Class Members and Canada and are not subject to review. For greater certainty, the Administrator and Assessor(s)' decisions are not subject to judicial review under sections 18 or 18.1 of the *Federal Courts Act*, nor are they reviewable save and except for the reconsideration procedure set out in **Schedule “Q”**.

SECTION TWELVE

PREVENTION OF DOUBLE RECOVERY

12.01 Previous Awards and Settlements

There shall be no double recovery for Class Members who have been compensated in respect of the same incident(s) and the injury(ies) that resulted therefrom and for which claims are made in the Class Actions. Class Members who have received such compensation in satisfaction of a judgment, consent judgment or award, or pursuant to a settlement in any form whatsoever, or in respect of civil or administrative proceedings against Canada are not eligible for compensation under this FSA. For greater clarity, Class Members who have received or are eligible to receive payment under the settlement or who are bound by the release in *Ross, Roy & Satalic v. HMQ* for the same or related conduct or incidents, shall not be entitled to compensation under this FSA.

12.02 Receipt of Veterans Affairs Disability Benefits or other Similar Benefit, Award, or Payment

Class Members who have received or are receiving statutory benefits through VAC in respect of the same incident(s) and the injury(ies) that resulted therefrom are not precluded from receiving compensation under Categories A and B but are precluded from receiving compensation under Category C.

Where a Class Member is paid an amount pursuant to Category C of the Compensation Grid, and subsequently is granted a VAC disability pension, award, or other similar monetary benefit in

respect of the same incident(s) and the injury(ies) that resulted therefrom, VAC or another relevant authority may, pursuant to law and/or regulation, deduct an amount that is equivalent to the amount assessed and paid under Category C of this FSA. The same applies for a pension, benefit, or award, or a payment from provincial workers' compensation or an insurance plan that the Class Member may subsequently apply for, where such deduction is provided for by law or regulation or policy.

12.03 Receipt of Government Employees Compensation Act Pension or other similar Benefit, Award or Payment, including monetary awards under the grievance process

Class Members who have received or are receiving monetary awards made under the *GECA*, or through the grievance process, in respect of the same incident(s), and injury(ies) that resulted therefrom, are not precluded from receiving compensation under Categories A and B, but with respect to Category C, any amounts that have been received will reduce the award under C by the same amount.

Where a DND/SNPF Class Member is paid an amount pursuant to Category C of the Compensation Grid, and subsequently is granted a pension, award, or other similar monetary benefit in respect of the same incident(s) and the injury(ies) that resulted therefrom under *GECA* or through the grievance process or another relevant authority, Canada may pursuant to law and/or regulation, deduct an amount that is equivalent to the amount assessed and paid under Category C of this FSA. The same applies for a pension, benefit, or award, or a payment from provincial workers' compensation or an insurance plan that the Class Member may subsequently apply for, where such deduction is provided for by law or regulation or policy.

SECTION THIRTEEN

RELEASE AND LIMITATIONS ON FURTHER LITIGATION

13.01 Full and Final Release

Upon approval by the Court of this FSA, the Plaintiffs and Class Counsel agree that the actions, and the claims of the Class Members and the Class as a whole, are discontinued against Canada, without costs and with prejudice and such discontinuance shall be a defence and absolute bar to any subsequent action against Canada in respect of any of the claims or any aspect of the claims

made in the Class Actions and relating to the subject matter hereof, and are released against the Releasees, and particularly the Releasor(s) fully, finally and forever release and discharge the Releasees, from any and all Legal Proceedings, actions, suits, proceedings, causes of action, common law, Quebec civil law and statutory liabilities, including but not limited to the Quebec and Canadian Charters of Rights and Freedoms, equitable obligations, contracts, claims, losses, costs, 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 Releasor may ever have had, may now have, or may in the future have, directly or indirectly arising from or in any way relating to or by way of any subrogated or assigned right or otherwise with respect to or in relation to any aspect of the Class Actions and this release includes any such claim made or that could have been made in any proceeding including the Class Actions whether asserted directly by the Releasor(s) or by any other person, group or legal entity on behalf of or as representative for the Releasor(s) (“**Release**”).

Notwithstanding the above, nothing in this FSA precludes DND employees from pursuing internal harassment complaints, grievances under the *Federal Public Sector Labour Relations Act*, and staffing complaints under the *Public Service Employment Act*, provided there is no double recovery as set out in section 12.01 of this FSA. Similarly, nothing in this FSA precludes SNPF employees from pursuing grievances and complaints processes available pursuant to collective agreements or SNPF policies, provided there is no double recovery as set out in section 12.01 of this FSA.

Canada’s obligations and liabilities under this FSA constitute the consideration for the Release and other matters referred to in this FSA and such consideration is in full and final settlement and satisfaction of any and all claims referred to in this Section and the Releasor(s) are limited to the benefits provided and compensation payable pursuant to this FSA, in whole or in part, as their only recourse on account of such claims.

13.02 Discontinuation of Related Claims and Indemnification

The Releasor(s) agree not to commence or maintain any Legal Proceedings against any person, corporation or other entity, which might claim contribution or indemnity or otherwise against Canada in respect of the claims released in Section 13.01. It is agreed and understood that if any Releasor commences or continues any Legal Proceeding, and Canada is added to the Legal Proceeding in any manner whatsoever, whether justified in law or not Canada may, at Canada’s

sole discretion, require the initiating Releasor to immediately discontinue the Legal Proceeding. If Canada exercises this discretion, the initiating Releasor will be liable, on a full indemnity scale, to Canada for all legal costs incurred. The Release shall operate conclusively as an estoppel and may be pleaded in the event any Legal Proceeding is brought or continued, as a complete defence and reply, and may be relied upon to dismiss the Legal Proceeding on a summary basis, and no objection will be raised by the Releasor(s) that the other parties in the Legal Proceeding were not privy to the formation of this Release.

13.03 Dismissal/Discontinuances of the Class Actions

The Plaintiffs and Class Counsel further agree that all necessary steps will be taken to obtain or effect dismissals or discontinuances of the Class Actions, without costs. The Plaintiffs and Class Counsel further agree that they will make best efforts to assist Canada in obtaining or effecting dismissals or discontinuances of any other proposed class proceedings related to Sexual Misconduct not listed in the definition of “Class Actions” set out in Section 1.01.

13.04 Cooperation with respect to Approval and Implementation

Upon execution of this FSA, the representative plaintiffs named in the Class Actions and their counsel will cooperate with Canada and make best efforts to obtain approval of this FSA.

13.05 Undertaking not to commence or continue proceedings against Canada

Each of the firms of those counsel listed in **Schedule “R”** undertakes not to commence on behalf of any Class Member, regardless of whether the Class Member has Opted Out of this FSA, any actions or proceedings against Canada, or to assist or advise on the commencement or continuation of any actions or proceedings against Canada, calculated to or having the effect of undermining this FSA. Notwithstanding such undertaking, if counsel or another member of counsel’s firm commences or continues litigation against any person or persons who may claim contribution or indemnity from Canada in any way relating to or arising from any claim which is released by this FSA, they shall be required to indemnify Canada in the event Canada is found liable in relation to such a claim. For greater certainty, the Parties agree that the above undertaking does not preclude Class Counsel or other members of their firms from representing Class Members in matters that are not released under the terms of this FSA.

SECTION FOURTEEN

SETTLEMENT APPROVAL

14.01 Settlement Approval

The Parties agree that they will seek the Court's approval of this FSA in full and final settlement of all claims, as negotiated in this FSA, and will consent to the terms of an Approval Order, substantially in the form attached as **Schedule "S"**.

The motions for conditional consent certification and for approval of this FSA will be prepared by the Plaintiffs, and must be approved by the Defendant prior to being filed with the Court. The Parties agree to make a joint request to have the motions heard in one sitting.

SECTION FIFTEEN

OVERSIGHT COMMITTEE

15.01 Principle

The Parties desire to establish a procedure to address matters not specifically addressed in this FSA, and to ensure that this FSA is implemented in a manner that is consistent with its underlying purpose of compensating individuals who suffered harm as a result of Sexual Misconduct.

15.02 Composition of Oversight Committee

The Parties agree that there shall be an Oversight Committee consisting of seven members: one member of Class Counsel who was present for the discussions leading up to this FSA; one member of Canada's legal counsel who was present for the discussions leading up to this FSA; a representative of the CAF Class; a representative of the DND/SNPF Class; a representative of the CAF; a representative of the DND/SNPF; and the Lead Assessor, each of whom is defined as an "Oversight Committee Member" for the purposes of this FSA.

The Administrator, Lead Assessor, or Counsel for the Parties may refer a matter to the Oversight Committee for advice and decision, as set out herein. The Administrator may participate as a non-voting member of the Oversight Committee, at the request of the Oversight Committee.

15.03 Roles and Responsibilities of the Oversight Committee

The Oversight Committee is a monitoring body established under this FSA with the following roles and responsibilities:

- (a) to monitor the work of the Notice Provider, Administrator and Assessor(s) and the Claims Administration Process;
- (b) to review and consider reports from the Notice Provider, Administrator and Assessor(s), including the review and determination of what constitute reasonable costs;
- (c) to provide such directions to the Administrator or the Assessor(s) as may, from time to time, be necessary;
- (d) to consider and determine disputes between the Parties relating to the interpretation, implementation and administration of this FSA, except in relation to Sections 5, 6, and 8 and related Schedules;
- (e) to determine whether there has been a breach of the express terms of Sections 5, 6 and 8 and related Schedules and, for greater certainty, reasonable operational amendments to the terms of the Schedules do not constitute a breach;
- (f) to provide guidance and direction to the Parties on any issues relating to the interpretation, implementation and administration of Sections 5, 6 and 8, and related Schedules;
- (g) to provide guidance to the Lead Assessor where required related to the application of this FSA where issues are not specifically addressed or are unclear;
- (h) to consider and determine any matter that is not expressly addressed by this FSA; and
- (i) to provide advice and direction on any other matters assigned to it pursuant to this FSA or by further agreement of the Parties.

15.04 Dispute Resolution

The Oversight Committee shall endeavour to reach a consensus. If consensus is not reached, the Committee shall decide by majority. If a majority is not reached, the Lead Assessor, or such other Member as the Parties may agree, shall cast the deciding vote.

15.05 Finality of Oversight Committee Decisions

The Parties intend that disputes about the interpretation, implementation and administration of all parts of this FSA other than in relation to individual claims for compensation, will be finally determined by the Oversight Committee.

The Parties intend that decisions on individual claims for compensation of the Administrator and Assessor(s), are final subject only to the reconsideration procedure set out in **Schedule “Q”**.

SECTION SIXTEEN

HONORARIA

16.01 Honoraria

Within fifteen (15) days of the Implementation Date, the Defendant will pay the sum of ten thousand dollars (**\$10,000.00**) to each of the representative plaintiffs, Glynis Rogers, Nicola Peffers, Sherry Heyder, Amy Graham, Nadine Schultz-Nielsen, Larry Beattie and Alexandre Tessier as an honorarium for acting as representative plaintiffs in the Class Actions.

If this Section is found to be void, contrary to public policy or unenforceable, it shall be regarded as severed while the rest of this FSA shall remain in full force and effect. For greater certainty, the Defendant will not pay any Honorariums if this FSA is voided pursuant to Section 3.07.

SECTION SEVENTEEN

LEGAL SERVICES AND FEES

17.01 Legal Fees – CAF Class

Within fifteen (15) days of the Implementation Date, Canada shall pay to Class Counsel its legal fees in respect of the CAF Class in the amount of twenty five million dollars **(\$25,000,000.00)**, plus applicable taxes at the rate applicable in the province of Ontario, which shall be in addition to the compensation paid to Class Members. Class Counsel agree that no amounts shall be deducted from any payments made to Class Members on account of legal fees or for any other reason.

17.02 Legal Fees – DND/SNPF Class

Within fifteen (15) days of the Implementation Date, Canada shall pay to Class Counsel its legal fees in respect of the DND/SNPF Class in the amount of one million five hundred and sixty thousand dollars **(\$1,560,000.00)**, plus applicable taxes at the rate applicable in the province of Ontario, which shall be in addition to the compensation paid to Class Members.

17.03 Provision of Legal Services to the Class

Class Counsel further agree to provide reasonable assistance to Class Members throughout the claims process at no additional charge. For greater clarity, Class Counsel are not required to provide legal assistance in respect of applications for pensions, benefits or other awards that may be available to Class Members through VAC.

For greater clarity, nothing in this FSA prevents Class Members from entering into individual retainers with any of the Class Counsel for assistance with respect to any issues outside of the Class Actions for which they may require assistance including pursuit of VAC or other employment benefits. However, such services are not included within the Class Counsel fees being paid by Canada and must be negotiated individually with Class Members.

Canada shall take no position on the motion to approve the legal fees of Class Counsel.

17.04 Disbursements

Within fifteen (15) days of the Implementation Date, Canada agrees to pay the reasonable disbursements of Class Counsel incurred up to the Approval Date upon provision of a detailed schedule and all supporting invoices and receipts in an amount agreed upon by the Parties or as assessed by the Court. Class Counsel will provide all supporting invoices and receipts to Canada within five (5) days of the Approval Order.

17.05 Pre-Approval of Fees Required

The Parties will request that the Court order that no fee may be charged to Class Members in relation to claims under this FSA by counsel not listed on **Schedule “R”** without prior approval of the Court.

SECTION EIGHTEEN

COMMUNICATIONS

18.01 Public Communications

Save as may otherwise be agreed upon, the Parties will not engage in any media or public communications or disclosure of or about this FSA until the Phase One Notice Materials are approved by the Court and all translations of this FSA are completed. Any media or public communication by the Parties will not be inconsistent with this FSA.

SECTION NINETEEN

CONDITIONS AND TERMINATIONS

19.01 FSA is Conditional

With the exception of the quantum of the legal fees and/or disbursements set out Section 17, this FSA will not be effective unless and until it is approved by the Court or confirmed on appeal, and

if such approval is not granted, this FSA will thereupon be terminated and none of the Parties will be liable to any of the other Parties to this FSA for such termination.

19.02 Legal Fees are Severable

If the quantum of the legal fees and/or disbursements set out in Section 17 is not approved by the Court or confirmed on appeal, Section 17 shall be regarded as severed while the rest of this FSA shall remain in full force and effect.

19.03 Severability of DND/SNPF Class

If the Court does not approve the inclusion of the DND/SNPF Class in the settlement, Sections 3.08, 4.02, 7.02, 7.04, 7.05, 7.14, 12.03 and 17.02, and all references in any other sections to effect the inclusion of “DND/SNPF Class Members” and/or the “DND/SNPF Class” shall be regarded as severed while the rest of this FSA shall remain in full force and effect. In such event, the Parties will prepare an “Approved Copy” of this FSA for publication and internal use which reflects these excisions.

19.04 Amendments

Except as expressly provided in this FSA, no amendment or supplement may be made to the provisions of this FSA and no restatement of this FSA may be made unless agreed to by the Parties in writing and any such amendment, supplement or restatement is approved by the Court without any material difference.

SECTION TWENTY

CONFIDENTIALITY

20.01 Confidentiality

Any information provided, created or obtained in the course of this settlement, whether written or oral, will be kept confidential by the Parties, the Parties’ counsel, all Class Members, the Administrator and the Assessor(s) and will not be shared or used for any purpose other than this

settlement unless otherwise agreed by the Parties or as otherwise provided for or required by law. The information and documents provided by Class Members, or the fact that a Class Member has claimed under this FSA, will not be disclosed to Class Members' co-workers, supervisors or DND/CAF/SNPF leadership, except with the consent of the Class Member or as required by law.

20.02 Retention and Destruction of Class Member Information and Records

As soon as reasonably practical after the completion of the Individual Payments, the Assessor(s) will forward to the Administrator any information and documentation provided in connection with an Individual Application. The Administrator shall retain all information and documentation in its possession provided in connection with an Individual Application, including all information and documentation forwarded by the Assessor, for 10 years following the completion of the Individual Payment ("**Retention Period**"). During the Retention Period, the Administrator shall make available to Canada at Canada's request the information and documentation of any Class Member who received an Individual Payment and subsequently made a claim for compensation in another class action against Canada in respect of the matters covered by the Release, as well as any individual who submitted an Individual Application but did not receive an Individual Payment and subsequently commenced an individual proceeding against Canada in respect of the matters covered by the Release. The information and documents provided by Class Members, or the fact that a Class Member has claimed under this FSA, will not be disclosed to Class Members' co-workers and supervisors, except with the consent of the Class Member or as required by law.

The Administrator will destroy all information and documentation in the Administrator's possession that was provided as part of an Individual Application, including information and documentation forwarded by the Assessor(s), with the exception of the Administrator's reports and administrative records as soon as reasonably practicable after the Retention Period, and will provide certification of same to the Parties. Nothing in this FSA will restrict the retention of documents held by the Government of Canada.

20.03 Confidentiality of Negotiations

Save as may otherwise be agreed between the Parties, the undertaking of confidentiality as to the discussions and all communications, whether written or oral, made in and surrounding the

negotiations leading to the AIP and this FSA continues in force and in perpetuity, notwithstanding the termination or voiding of this FSA.

SECTION TWENTY ONE

GENERAL

21.01 Applicable Law

This FSA will be governed by and construed in accordance with the laws of the province of Ontario.

21.02 No Admission of Liability

This FSA is not to be construed as an admission of liability by Canada.

21.03 Entire FSA

Subject to Section 19.04 regarding amendments, this FSA constitutes the entire agreement among the Parties with respect to the subject matter of this FSA and cancels and supersedes any prior or other understandings or agreements between or among the Parties with respect thereto, including the AIP. There are no representations, warranties, terms, conditions, undertakings, covenants or collateral agreements, express, implied or statutory between or among the Parties with respect to the subject matter of this FSA other than as expressly set forth or referred to in this FSA.

21.04 Benefit of this FSA

This FSA will enure to the benefit of and be binding upon the Parties, Class Members and deceased Class Members and their successors, heirs and assigns, Estate Executors and estate executors of Class Members who were not alive on March 15, 2019.

21.05 Counterparts

This FSA 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 FSA.


21.06 Official Languages

Canada will prepare a French translation of this FSA. To the extent that there are any inconsistencies between the English and the French versions of this FSA, the English version shall be authoritative.

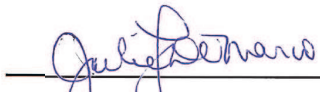
IN WITNESS WHEREOF the Parties have executed this FSA.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Attorney General of Canada

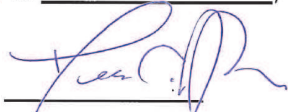
Signed at TORONTO, this 10th day of July, 2019.

BY: 
ATTORNEY GENERAL OF CANADA
For the Defendant


Signed at TORONTO, this 10th day of July, 2019.

BY: 
ATTORNEY GENERAL OF CANADA
For the Defendant

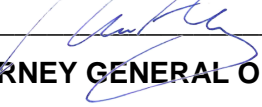
Signed at TORONTO, this 10th day of July, 2019.

BY: 
ATTORNEY GENERAL OF CANADA
For the Defendant

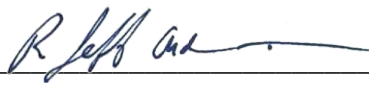
Signed at OTTAWA, this 10th day of July, 2019.

BY: 
ATTORNEY GENERAL OF CANADA
For the Defendant

Signed at OTTAWA, this 10th day of July, 2019.


BY: 
ATTORNEY GENERAL OF CANADA
For the Defendant

Signed at OTTAWA, this 10th day of July, 2019.

BY: 
ATTORNEY GENERAL OF CANADA
For the Defendant

THE PLAINTIFFS, as represented by Class Counsel:

Signed at Toronto, this 10th day of July, 2019.

BY: 
KOSKIE MINSKY LLP
For the Plaintiffs

Signed at Ottawa, this 10th day of July, 2019.

BY: 
RAVEN CAMERON BALLANTYNE & YAZBECK LLP
For the Plaintiffs

Signed at Halifax, this 10th day of July, 2019.

BY: 
WAGNERS
For the Plaintiffs

Signed at Victoria, this 10th day of July, 2019.

BY:


ACHESON SWEENEY FOLEY SAHOTA LLP

For the Plaintiffs

Signed at Quebec City, this 10th day of July, 2019.

BY:


QUESSY HENRY ST-HILAIRE

For the Plaintiffs

**SCHEDULE "A" - AMENDED STATEMENT OF CLAIM
HEYDER V. AGC**

Court File No.: T-2111-16

FEDERAL COURT

PROPOSED CLASS PROCEEDING

BETWEEN:

SHERRY HEYDER, AMY GRAHAM, and NADINE SCHULTZ-NIELSEN

Plaintiffs

and

THE ATTORNEY GENERAL OF CANADA

Defendant

FEDERAL COURT
COUR FÉDÉRALE
Copy of Document
Copie du document
Filed / Déposé
Received / Reçu

Date AVR 05 2017
Registrar
Greffier

AMENDED STATEMENT OF CLAIM TO THE DEFENDANT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or a solicitor acting for you are required to prepare a statement of defence in Form 171B prescribed by the Federal Courts Rules serve it on the plaintiff's solicitor or, where the plaintiff does not have a solicitor, serve it on the plaintiff, and file it, with proof of service, at a local office of this Court, WITHIN 30 DAYS after this statement of claim is served on you, if you are served within Canada.

If you are served in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period for serving and filing your statement of defence is sixty days.

Copies of the Federal Court Rules information concerning the local offices of the Court and other necessary information may be obtained on request to the Administrator of this Court at Ottawa (telephone 613-992-4238) or at any local office.

IF YOU FAIL TO DEFEND THIS PROCEEDING, judgment may be given against you in your absence and without further notice to you.

Date:

DEC 27 2016

Issued by:

(Registry Officer)

Address of local office:

180 Queen Street West 180, rue Queen Ouest
Suite 200 bureau 200
Toronto, Ontario Toronto, Ontario
M5V 3L6 M5V 3L6

TO: The Attorney General of Canada
The Exchange Tower
130 King Street West, Suite 3400, Box 36
Toronto, Ontario
M5X 1K6

Amended.

AVR 05 2017

A. CLAIM

1. The plaintiffs claims:

- (a) an order certifying this action as a class proceeding and appointing the plaintiffs as representative plaintiffs for the class;
- (b) a declaration that the defendant breached its duty of care and fiduciary duty to the plaintiffs and the class and violated the class members' rights and freedoms set out in sections 7 and 15 of the *Canadian Charter of Rights and Freedoms* in respect of its failures set out herein relating to systemic sexual assault, sexual harassment and gender-based discrimination in the Canadian Armed Forces;
- (c) a declaration that the defendant is liable to the plaintiffs and the class for the damages caused by its breach of its duty of care and fiduciary duty and its violation of the class's rights and freedoms set out in sections 7 and 15 of the *Canadian Charter of Rights and Freedoms* in respect of its failures set out herein relating to systemic sexual assault, sexual harassment and gender-based discrimination in the Canadian Armed Forces;
- (d) damages for the defendant's breach of its duty of care and breach of fiduciary duty and violation of the class's rights and freedoms set out in section 15 of the *Canadian Charter of Rights and Freedoms* in accordance with section 24(1) of the *Canadian Charter of Rights and Freedoms* in the amount of ~~\$250~~800 million, or such other sum as this Honourable Court may find appropriate;
- (e) punitive damages of \$50 million, or such other sum as this Honourable Court may find appropriate;
- (f) systemic orders pursuant to section 24(1) of the *Canadian Charter of Rights and Freedoms*;
- (g) on behalf of the Family Law Claimants, damages pursuant to the *Family Law Act*, R.S.O. 1990 c. F-3 and equivalent legislation;
- (h) prejudgment and postjudgment interest pursuant to the *Federal Courts Act*, R.S.C., 1985, c. F-7;
- (i) costs of the action on a substantial indemnity basis or in an amount that provides full indemnity;
- (j) the costs of notice and of administering the plan of distribution of the recovery in this action, plus applicable taxes, pursuant to Rule 334.38 of the *Federal Courts Rules*, SOR/98-106; and
- (k) such further and other relief as to this Honourable Court may seem just and appropriate in all the circumstances.

B. OVERVIEW

2. The Canadian Armed Forces is poisoned by a discriminatory and sexualized culture that condones and encourages sexual assault, sexual harassment and gender-based discrimination towards women.

3. The discriminatory and sexualized culture in the Canadian Armed Forces is caused by the leadership's failure to implement appropriate policies to properly train its members and to identify, report, investigate and properly resolve incidents of sexual assault, sexual harassment and gender-based discrimination. Furthermore, women who report incidents suffer from negative consequences which discourages further reporting.

4. As a result, sexual assault, sexual harassment and gender-based discrimination against women are pervasive in the Canadian Armed Forces causing tremendous harm, fear, humiliation and degradation. Women in the Canadian Armed Forces are denied equality and equal protection and benefit under the law and the conduct violates basic standards, including sections 7 and 15 of the *Canadian Charter of Rights and Freedoms*. These conditions and their severe, detrimental impact arose and persisted due to the defendant's breach of its duty of care and fiduciary duty owed to the members of the class.

C. THE PLAINTIFFS AND THE CLASS

5. The plaintiff, Sherry Heyder, enrolled as a reservist in the Canadian Armed Forces in 1988 in Thunder Bay, Ontario. She was an active member until 1994 and was honourably discharged in 1995. During her time as an active member in the Canadian Armed Forces, Ms. Heyder served as a trainee, an administration clerk, a finance clerk, and a recruiting clerk.

6. The plaintiff, Amy Graham, enrolled as a Communications Research Officer in the Canadian Armed Forces in 2004 in St-Jean-sur-Richelieu, Quebec. She was an active member until 2010 when she left the Canadian Armed Forces on the basis of a voluntary release.

7. The plaintiff, Nadine Schultz-Nielsen, enrolled as a member of the regular forces in the Canadian Armed Forces in 2001 in Sydney, Nova Scotia. She was an active member until 2013 when she left the Canadian Armed Forces on the basis of a medical release.

8. As more fully described below, Ms. Heyder, Ms. Graham and Ms Schultz-Neilsen was were subject to persistent and ongoing sexual assault, sexual harassment and gender-based discrimination by ~~male~~ members of the Canadian Armed Forces. Furthermore, ~~her~~ their employment prospects in the Canadian Armed Forces ~~was~~ were limited as a result of gender-based discrimination.

9. The plaintiffs claims on behalf of themselves and on behalf of the following class:

All current and former female members of the Canadian Armed Forces ("CAF Class Members"); and

all other persons who by reason of his or her relationship to a CAF Class Member have standing pursuant to s. 61(1) of the *Family Law Act*, R.S.O. 1990, c. F.3, or equivalent legislation in other provinces and territories as set out in **Schedule "A"** (the "**Family Law Claimants**").

D. THE DEFENDANT

10. The defendant, the Attorney General of Canada, is the legal representative of the Canadian Armed Forces which employed the plaintiffs.

11. The defendant is vicariously liable for the acts and omissions of its employees, agents, and servants.

12. The Canadian Armed Forces operate pursuant to the *National Defence Act*, R.S.C., 1985, c.-5 and predecessor legislation.

13. For decades, sexual assault, sexual harassment and gender-based discrimination against women have been pervasive in the Canadian Armed Forces.

i. Sexual Harassment and Assault and Gender-Based Discrimination Begins at Training

14. Sexual harassment, sexual assault, and gender-based discrimination against women begins at basic training when women first enter the Canadian Armed Forces. Inappropriate language used by trainers goes unpunished. Sexual relations between trainers and trainees are frequent. The sexualized culture in the Canadian Armed Forces is created by, among other things:

- (a) frequent use of highly degrading expressions that reference women's bodies;
- (b) frequent sexual jokes and innuendos;
- (c) discriminatory comments with respect to the abilities of women; and
- (d) unwelcome sexual touching.

15. The use of language that belittles women is commonplace in the Canadian Armed Forces. Swear words and highly degrading expressions referencing women's bodies are endemic, and sexual assault jokes are tolerated.

16. Arising from their fear of negative repercussions, trainees are reluctant to call the behavior of their trainers into question. As a result, female trainees learn to keep their concerns to themselves from the very beginning and ~~men~~ members of the Canadian Armed Forces learn that sexual assault and harassment and gender-based discrimination will go unpunished.

17. The underlying sexualized culture in the Canadian Armed Forces continues onward from basic training and is both hostile to women and conducive to sexual assault and harassment and gender-based discrimination.

ii. Leadership Tolerates and Encourages Discrimination and Sexual Harassment and Assault

18. The underlying sexualized culture in the Canadian Armed Forces that encourages sexual assault and harassment and gender-based discrimination is tolerated and condoned by leadership:

- (a) officers are desensitized to the sexualized culture
- (b) officers discourage complaints about sexual assault and harassment and gender-based discrimination;
- (c) officers are part of a boys' club and concerned more with protecting the reputation of their unit rather than supporting ~~victims~~ complainants;
- (d) officers turn a blind eye to the inappropriate conduct occurring around them;
- (e) officers are quick to excuse inappropriate sexual incidents;
- (f) officers bury the issues to protect the reputation of the Canadian Armed Forces at the expense of female members;
- (g) officers do not act on complaints when a complainant skips one or more levels of the chain of command and the purported right of the ~~victim~~ complainant to convey her concerns directly to the Commanding Officer or to someone at a higher level is illusory;
- (h) there is a deep mistrust amongst female members that the chain of command will take such complaints seriously; and
- (i) sexual assault and harassment and gender-based discrimination is routinely ignored or even condoned and encouraged by the chain of command.

19. This creates serious impediments to reporting and to the effective investigation and resolution of complaints and prevents many ~~victims~~ class members from reporting incidents of inappropriate conduct.

iii. Culture of Discrimination in the Canadian Armed Forces

20. The Canadian Armed Forces has historically and continues to discriminate against women with respect to permissible employment roles and advancement and promotion within these roles.

21. Previously, the Canadian Armed Forces enforced policies which restricted certain trades and occupations to men. For example, the combat arms trades accepted only men.

22. In 1989, the Canadian Armed Forces began to permit some women to be employed in combat and other previously male-only roles. Nevertheless, this was discouraged and women who did enter combat and other male-dominated roles continue to struggle, in large part due to persisting systemic gender-based discrimination.

23. Systemic gender-based discrimination in the Canadian Armed Forces has resulted in a high rate of female attrition and has prevented woman from obtaining higher ranks at the same rate as men. Fewer women are employed in combat roles, and fewer women are promoted to higher ranking positions than similarly qualified men.

iv. ~~Vietims~~ Class Members Face Negative Repercussions for Reporting Incidents

24. In addition to leadership tolerating, condoning, and even encouraging sexual assault and harassment and gender-based discrimination, women are subject to negative repercussions for reporting incidents, including:

- (a) ~~vietims~~ they face inhibited promotion or employment prospects;
- (b) ~~vietims~~ they are removed from the unit, or are not deployed with the unit, which is perceived as punishing the ~~vietim~~ complainant;
- (c) ~~vietims~~ they are denied hoped-for postings;

- (d) ~~vietims~~ they are required to miss training;
- (e) ~~vietims~~ they are stigmatized as weak;
- (f) ~~vietims~~ they are subjected to retaliation by peers and supervisors;
- (g) ~~vietims~~ they are diagnosed as unfit for work; and
- (h) ~~vietims~~ they are labeled trouble-makers and are viewed negatively as the person who charged a teammate.

25. ~~Vietims~~ Class members do not report sexual assault due to the concerns set out in paragraph 22 ~~24~~ and out of:

- (a) a desire to avoid disturbing group cohesion;
- (b) a desire to avoid negative consequences for the aggressor; and
- (c) the concern about being labelled as someone who would complain about a teammate, which could result in becoming socially ostracized.

26. In contrast, ~~vietims~~ class members who do not make complaints are seen as problem-solvers and as appropriately protecting superiors. As a result, women feel pressure to accept the sexualized environment, sexual assault and harassment and gender-based discrimination, or risk social exclusion and other consequences.

27. Furthermore, women are less likely to report sexual abuse and sexual harassment because there is a general perception in the Canadian Armed Forces that it is permissible to objectify women's bodies, make unwelcome and hurtful jokes about sexual interactions with female members, and cast aspersions on the capabilities of female members.

28. As a result, of the above, the vast majority of incidents of sexual harassment and sexual assault are not reported.

v. The Canadian Armed Forces Policies are Inadequate and Ineffective

29. The policies in place in the Canadian Armed Forces are woefully deficient and as a result cause, contribute to, and perpetuate the underlying sexualized culture in the Canadian Armed Forces and systematic sexual assault and harassment and gender-based discrimination.

30. For example, the definitions of prohibited conduct in Canadian Armed Forces policies are deficient. As a result, there is confusion among members of the Canadian Armed Forces about what constitutes "sexual harassment", "sexual misconduct", "adverse personal relationship" and improper "fraternization":

- (a) the definition of "sexual harassment" fails to capture a broad range of inappropriate sexual conduct, including unwelcome sexual conduct that contributes to a hostile organizational culture and sexual comments or jokes that are not necessarily addressed to a particular person but which can create a negative sexualized environment. The definition is also inappropriately limited to incidents that occur in the workplace, but members of the Canadian Armed Forces generally live, work, and socialize together within the organizational structures of the Canadian Armed Forces;
- (b) the definition of "adverse personal relationship" does not specifically address relationships between members in different positions of authority; and
- (c) the definition of "sexual misconduct" is inconsistent with "sexual assault" which is commonly understood and is consistent with the *Criminal Code*.

31. In addition, Canadian Armed Forces policy does not address the concept of consent and the effect of drugs and alcohol or a power imbalance on the existence of consent in a sexual encounter.

32. Finally, the policies do not contain a unified approach to inappropriate sexual conduct containing clear examples of the prohibited conduct.

vi. The Reporting Procedures Discourage Reporting

33. The current processes in place in the Canadian Armed Forces to identify, report, investigate and resolve incidents of sexual assault and harassment and gender-based discrimination are inappropriate and flawed and deter reporting.

34. Those who do make a formal complaint must painfully repeat their statements on numerous occasions, are given little or no guidance or information about how the investigation or discipline process works, and receive no emotional support. Re-victimization and frustration are the standard consequence of reporting. As a result, there are an overwhelming number of ~~victims~~ class members who choose not to report incidents.

35. Before a complaint of sexual harassment or assault is finally resolved, the parties may have to pursue three separate stages of attempted resolution:

- (a) a process of alternate dispute resolution in which the complainant is encouraged to confront the alleged harasser informally;
- (b) an administrative investigation by the Responsible Officer; and
- (c) a formal grievance.

36. This resolution process is flawed and discourages ~~victims~~ class members from coming forward:

- (a) the process is long and burdensome;
- (b) the process emphasizes the use of self-help techniques and on resolving the complaint at the lowest level acts as a major disincentive for complainants to come forward or pursue a complaint;
- (c) alternate dispute resolution procedures are employed notwithstanding that they are inappropriate in cases of sexual assault and harassment;
- (d) ~~victims~~ class members are required to take confrontational positions against their harasser which discourage complaints, particularly where the harasser is of higher rank;

- (e) there is a lack of confidentiality within the chain of command and the unit that encourages ~~vietims~~ class members to not report sexual assault, harassment and gender-based discrimination;
- (f) the incentive for those in the chain of command is not to resolve a complaint or to support the complainant, but rather to make the complaint disappear so that it does not tarnish the reputation of the unit or come to the attention of those of a higher rank;
- (g) many ~~vietims~~ class members who bring complaints forward to a supervisor do not have their complaints taken seriously; and
- (h) responses from supervisors ranged from warning the complainant about the negative consequences to their careers if they continued with the complaint, to openly disbelieving the ~~vietim~~ complainant.

37. Inherent in the processes designed to deal with complaints of discrimination, sexual harassment and assault is the Canadian Armed Forces' "lowest level resolution" policy, which encourages the resolution of complaints at the lowest level of authority. The policy of "lowest level resolution" is a major impediment to the resolution of sexual assault, harassment and gender-based discrimination complaints. The process of attempting to resolve complaints at the lowest level undermines confidentiality. It involves sharing the information with the supervisor, or potentially escalating the complaint through numerous individuals up to the Reporting Officer. Many members of the Canadian Armed Forces will learn about the details of the incident and that the ~~vietim~~ member made a complaint. As a result, this pressure on ~~vietims~~ class members to settle complaints at the lowest level functions to stifle complaints and intimidate complainants.

38. In addition, procedures in place to investigate sexual assault, harassment and gender-based discrimination are flawed and ineffective. In particular, there is a lack of appropriate skill demonstrated by military police. Many military police are: (a) confused about the relevant policies; (b) insensitive to the problem of sexual assault, harassment and gender-based discrimination; (c) lack training on the basic elements of the offences, including the legal concept of consent; and (d) are unaware of available resources to support ~~vietims~~ complainants.

Sexual assaults that do not result in physical injury tend to be ignored and charges in those cases are often not laid.

39. The military police's reporting and investigation process is plagued by additional problems, including:

- (a) leadership's failure to call military police in a timely way when a report of sexual assault is made;
- (b) delays in the investigation process;
- (c) ~~vietims~~ class members not being offered immediate medical support;
- (d) serious incidents of sexual assault are given inadequate attention and consideration;
- (e) ~~vietims~~ class members being made to feel, even before providing a statement, at fault for what occurred;
- (f) cases frequently being held in abeyance because of confusion over jurisdiction;
- (g) poor training with respect to investigating incidents of sexual assault;
- (h) a failure to follow up with key witnesses;
- (i) ~~vietims~~ class members are repeatedly asked to provide statements, requiring ~~vietims~~ them to relive the events each time;
- (j) frequent contamination of evidence; and
- (k) a failure to understand the legal concept of consent.

40. As a result, there is a serious lack of trust in the ability of military police to properly handle reports of sexual harassment and assault.

41. In the rare case where complaints of sexual assault, harassment or gender-based discrimination are found to be well-founded, the resulting sanction is a meaningless "a slap on the wrist" which serves as an ineffective deterrent. An example of a typical punishment is to require the perpetrator to complete an online training course.

42. As a result of these and other failings, sexual assault, harassment and gender-based discrimination frequently go unreported.

vii. Canadian Armed Forces Training is Inadequate

43. The training in place for members of the Canadian Armed Forces with respect to sexual assault, harassment and gender-based discrimination is inadequate. In addition, trainers themselves are frequently complicit in the prohibited conduct. Commanding Officers are also insufficiently trained and are unable to appropriately define, assess, and address sexual assault, harassment and gender-based discrimination. As a result, training fails to inform members about appropriate conduct, lacks credibility, and further demonstrates that the Canadian Armed Forces does not take sexual assault, harassment and gender-based discrimination seriously.

viii. Insufficient Data is Collected and Analyzed

44. Exacerbating the problem, insufficient data is collected by the Canadian Armed Forces with respect to the occurrence of sexual assault, harassment and gender-based discrimination. As a result, there is no accountability in the chain of command or the military police as to the outcome of any particular incident, and the Canadian Armed Forces lacks relevant information required to prevent future incidents from occurring.

45. These failings contribute to a climate where sexual assault, harassment and gender-based discrimination are condoned and encouraged. As a direct result, women in the Canadian Armed Forces are subject to extremely high levels of sexual assault, harassment and gender-based discrimination. The failures identified herein have had a drastic, lasting impact on women in the Canadian Armed Forces and constitute a breach of the defendant's duty of care, fiduciary duty,

and a violation of the plaintiffs and the class members' rights under sections 7 and 15 of the *Canadian Charter of Rights and Freedoms*.

E. THE EXPERIENCES OF THE PLAINTIFFS

i. Sherry Heyder

46. Ms. Heyder enrolled in the Canadian Armed Forces reserves in 1988 in Thunder Bay, Ontario. At the time, she was still in high school. Her goal was to join the regular infantry force so that she could serve her country on the battlefield.

47. After enrollment, Ms. Heyder participated in a six week basic training course held at the Thunder Bay Armoury. Following basic training, she was deemed a trained soldier and was permitted to participate in training with the infantry unit on regular parade nights of Tuesday and Thursday and alternate weekends.

48. During this time, Ms. Heyder came into contact with a male Regimental Sergeant Major Rene Ledger, who sexually harassed and discriminated against her because she was a woman. Regimental Sergeant Major Ledger would sneer and smirk at her and would be consistently more demanding of her personal appearance than of other male infants in her unit. He would also frequently find ways to belittle how she presented herself and how she did her job.

49. Shortly thereafter, Ms. Heyder was taken out of a training session by Regimental Sergeant Major Chief Warrant Officer Watson. She was told that she was no longer permitted in classrooms or in training but was allowed to continue to participate as an enemy force. For regular parade nights, she was forced to work in the administrative office making photocopies and filing. Ms. Heyder was also taken aside at this time by Regimental Sergeant Major Master Warrant Officer Don Ledge and was advised that she was no longer permitted to pursue a career

in the infantry because she was a woman. Instead, she was required to become an administrative clerk.

50. In 1990, Ms. Heyder's infantry badge was taken by Chief Warrant Officer Watson. This experience was humiliating and heartbreaking for Ms. Heyder. The career path that she desired, the very reason she joined the Canadian Armed Forces, was obliterated.

51. Ms. Heyder continued to attend her reserve duties every Tuesday and Thursday evening and every second weekend as an administration clerk until 1991. In the administrative unit, she worked for commanding officers, adjutants and senior Non-Commissioned Officers. In this role, she was required to type up documents, prepare correspondence, and perform filing and computer tasks, a non-combat role that was deemed appropriate for women.

52. In 1991, Ms. Heyder took a full-time position as a recruiting clerk, testing new recruits, ensuring they had proper paperwork and documents from school, and helping them through the recruiting process. In 1993, Ms. Heyder was cross-trained as a finance clerk and took over the duty of submitting time sheets.

53. In 1994, Ms. Heyder joined the Thunder Bay Police Department in order to be able to perform an active service role rather than a clerk role at the ~~CAF~~ Canadian Armed Forces. She was honourably discharged from the Canadian Armed Forces in 1995.

54. Throughout her employment in the Canadian Armed Forces, Ms. Heyder was subject to demeaning and pejorative sexual harassment by other men in the Canadian Armed Forces including the use of repeated, vulgar, sexualized language and conduct. In addition, while she was in training, Ms. Heyder was also made aware of sexual assault against other women in the Canadian Armed Forces in Wainright, Alberta. These events had a profound effect on Ms.

Heyder. They made her feel uncomfortable and unsafe, were humiliating, and contributed to a sexualized workplace.

ii. Amy Graham

55. Amy Graham was, at all material times, a member of the regular forces in the Canadian Armed Forces. Ms. Graham joined the Canadian Armed Forces in 2004 as a Communications Research Officer. At the time of her release, she held the rank of Leading Seaman in the Royal Canadian Navy, one of the three service branches of the Canadian Armed Forces.

56. Ms. Graham completed her basic training in St-Jean-sur-Richelieu, Quebec, in 2004. She then completed the first portion of her trades training in Kingston, Ontario. As a Communications Research Officer, she had to obtain security clearance in order to complete the latter portion of her trades training. While awaiting her security clearance, she was assigned to work in Ottawa, Ontario. While there, in or around May 2005, her Master Corporal told her that if she ever encountered sexual harassment, she should not bring it forward, because to do so would be a "career ruiner". He pointed out a Corporal who had made a complaint as an example of what would happen to Ms. Graham.

57. Once she received her security clearance, Ms. Graham returned to Kingston, Ontario, to complete her trades training.

58. During both portions of her trades training, Ms. Graham was subject to persistent and ongoing sexual harassment, including but not limited to the following incidents:

- (a) In or around February 2005, a Master Corporal pulled her underwear out of a drawer during inspection of her room, dangled them around and made rude comments in the presence of other instructors and Ms. Graham's roommates.

- (b) In or around May 2006, the same Master Corporal made unwanted sexual advances to Ms. Graham at the end of the course, telling her it would not be fraternization because he was no longer her instructor.

59. In subsequent postings, Ms. Graham continued to experience nearly constant sexual harassment by Canadian Armed Forces members, as well as abuse of power by superior Canadian Armed Forces members, including but not limited to the following incidents:

- (a) In Ottawa, Ontario in September 2005, Ms. Graham's Chief Warrant Officer called her repeatedly asking for dates. He invited Ms. Graham to his spa for free massages, to the movies, and to the casino for lunch.
- (b) In or around July 2006, a Sergeant running the midnight shift put pornography on the television that was supposed to be used for 24-hour news.
- (c) While posted in Kingston, Ontario in or around November 2008, Ms. Graham and another female member were constantly singled out as the only women in their trade. On one occasion, when a tire on her vehicle blew, the Warrant Officer insisted that Ms. Graham change the tire with the other female member of the trade. He located the other female member, gathered the other men around, and forced the two women to attempt to change the tire by themselves, while the men watched and made derogatory comments.
- (d) In or around March 2009, Ms. Graham had consensual intercourse with a member of her Chain of Command. She told him afterwards that it was a mistake and she did not want to do it again. After she refused dozens of requests from him to have sex again, he singled her out in the section. He yelled at her, gave her the worst shifts, gave her poor performance reviews, and attempted to bring charges against her.
- (e) Superior officers circulated pictures of naked women to Ms. Graham and other members.
- (f) Ms. Graham endured constant comments about her appearance and her body. She was told she had nice legs and a nice figure during physical training. She was told the combats made her look fat and did not show off her figure. She was told she had "come hither" eyes, and was asked if she was a "lady of the night".
- (g) Ms. Graham endured innumerable sexual comments from Canadian Armed Forces members, including discussions about the sounds women make during sex and discussions about women menstruating.

60. In 2010, after Ms. Graham completed a tour in Afghanistan, she was sent to a hotel in Cyprus for mandatory decompression before returning to Canada. At this hotel, there were approximately 127 male members of the Canadian Armed Forces. Ms. Graham and one other

woman were the only female members of the Canadian Armed Forces present at the hotel at the time.

61. On Ms. Graham's final night in Cyprus, her Master Warrant Officer knocked on her door, and told her that he needed somewhere to sleep because his roommate was being intimate with a member of the Chain of Command. Ms. Graham let him into her room, at which time he attempted to force himself on her. He kissed her and groped at her breasts, and attempted to initiate sexual intercourse without her consent. Ms. Graham was eventually able to fight him off and fight him out of her room.

62. Ms. Graham was shaken and terrified. She reported the incident to her Chain of Command a few hours later, who was a Warrant Officer who had recently been promoted. He approached the assailant the following day about the incident, but did not report it up the Chain of Command.

63. Ms. Graham also reported the incident to a Captain, who in turn reported it to the Regimental Sergeant Major ("RSM") at Ms. Graham's base. The RSM suggested that Ms. Graham pursue the matter with the Military Police, but he told Ms. Graham that reporting the incident would affect her ability to be released from the military. This dissuaded Ms. Graham from making a formal report, along with an incident that occurred immediately following the conversation with the RSM: immediately after suggesting that she come forward about her assault, the RSM catcalled another female member who was walking by, commenting on how her "ass" looked in her pants. This reinforced to Ms. Graham the futility of trying to come forward about sexual misconduct in the Canadian Armed Forces.

64. Ms. Graham was released from the Canadian Armed Forces in August 2010 on a voluntary release. It was later determined that her release should have been on medical grounds.

65. In or around April 2014, Ms. Graham was diagnosed with severe post-traumatic stress disorder and chronic major depression. Beginning in February 2016, she entered intense therapy for the post-traumatic stress disorder resulting from the sexual assault.

66. In or around January 2015, Ms. Graham finally felt able to come forward and make a formal report to the Military Police about the sexual assault she experienced in 2010. She was interviewed by the National Investigation Service ("NIS"), and the assailant was eventually charged with sexual assault and misconduct in November 2016. He accepted a plea on an administrative charge, and only received a penalty of a reduction in rank and a fine of \$2,500. He remains a member of the Canadian Armed Forces.

iii. Nadine Schultz-Nielsen

67. At all material times, Ms. Schultz-Nielsen was a member of the regular forces in the Canadian Armed Forces. She joined the Canadian Armed Forces in 2001 as a Medic, later transferring to the trade of Sonar Operator. At the time of her release, she held the rank of a Leading Seaman in the Royal Canadian Navy.

68. Throughout her training and service with the Canadian Armed Forces, Ms. Schultz-Nielsen was subject to nearly daily sexual harassment, including but not limited to the following:

- (a) she was told she must be sleeping with someone to be successful, because she was not smart enough to do so on her own;
- (b) she received comments about her breast size and the clothes she should wear because of her breasts (for example, she was told by her supervisor to wear tight clothing while she ran, and she was told not to wear tight clothing in Dubai because her breasts would offend the locals);
- (c) Canadian Armed Forces members would leer at her, particularly during physical training;
- (d) her supervisor would insist that she look at women in lingerie on the computer to help him pick lingerie out for his fiancée;

- (e) while on a ship, male crew members would hide in her mess and watch her change; and
- (f) when she was responsible for waking other members, they would expose their genitals to her.

69. Ms. Schultz-Nielsen was also subject to multiple incidents of sexual assault by Canadian Armed Forces members.

70. In 2002, after her final exam for her Sonar Operator training, she went into her instructor's office to use the telephone. While she was on the phone, the Standards Instructor grabbed her by the hips and rubbed his crotch against her behind, before turning around and leaving the office without saying anything. Ms. Schultz-Nielsen did not report this incident after discussing it with a few trusted course mates, because there were no witnesses, she was about to leave for Halifax, she did not expect that reporting the incident would be taken seriously and it may have impacted her career.

71. In 2002, Ms. Schultz-Nielsen was posted to her first ship, the HMCS Iroquois. On her first day aboard the ship, another member of the crew grabbed her by the crotch. She was embarrassed and in complete shock. This incident was witnessed by many other members, who just laughed. They did not report it or act as though it was out of the ordinary.

72. On another occasion during Operation Apollo, Ms. Schultz-Nielsen was standing in the mess by the bar with a Petty Officer 2nd Class. Without warning, he stuck his hand inside her pants without her consent. This incident was witnessed by 15-20 other Canadian Armed Forces members, but no one said anything or reported it. Ms. Schultz-Nielsen was afraid to report the incident because she anticipated that she would have been blamed and punished for this incident, instead of the assailant.

73. On so many occasions, Ms. Schultz-Nielsen could not even count, Canadian Armed Forces members would touch her without her consent, including unnecessarily rubbing her shoulders, or rubbing up against her body while passing her on a ship.

74. On the occasions that Ms. Schultz-Nielsen attempted to report incidents, no action was taken, and she was subject to retaliation for coming forward, including but not limited to the following incidents:

- (a) When she attempted to complain to an officer in her Chain of Command about her supervisor telling her to wear tight clothing while she ran, she was told she had to confront him and tell him to stop, despite the fact that he had control over her career. No further action was taken.
- (b) A Master Seaman followed her around, poking her with a metal coat hanger, asking her if she needed an abortion. When she reported this incident to her and the Master Seaman's direct supervisor, he was told to stop but he did not, and the harassment increased. She was called a rat, and too sensitive, and other members were told not to speak to her because she was a rat.

75. In 2010, Ms. Schultz-Nielsen had developed a severe fear of ships and men on ships due to the assaults and harassment she experienced, and she was experiencing symptoms of post-traumatic stress disorder. She therefore initiated the process of obtaining a medical release. She informed her Chain of Command and career manager of the impending medical release, and also of the fact that she was pregnant. Her manager set out to make her life hell for the remainder of her time in the Canadian Armed Forces, including but not limited to the following:

- (a) Her career manager posted her to Halifax during her third trimester, although she had a high-risk pregnancy and could not travel to Halifax, and her husband could not come with her.
- (b) Her supervisor made derogatory statements about her pregnancy, telling her that she would not receive exceptional treatment, despite being pregnant.
- (c) Her supervisor told her she could only use the bathroom once in the morning.
- (d) One month after the birth of her daughter, she was forced to travel to Halifax at her own expense to "clear in", which was against policy related to maternity leave. When she complained about this issue, the complaint was rejected and she was accused of lying.

- (e) She tried to switch to a different trade, but she was prevented from doing so.

76. The plaintiffs and the class members were subject to sexual assault, sexual harassment, and gender-based discrimination during their education, training and service in the Canadian Armed Forces, including, but not limited to:

- (a) sexual assault:
 - (i) sexual intercourse or attempted sexual intercourse without consent;
 - (ii) sexual touching without consent;
 - (iii) stripping the plaintiffs' and class members' clothes and exposing their genitals without consent;
- (b) sexual harassment;
 - (i) inappropriate, sexual comments or jokes;
 - (ii) comments about appearance;
 - (iii) leering or catcalling;
 - (iv) unwanted requests for dates or sex;
 - (v) Canadian Armed Forces members exposing their genitals to the plaintiffs or class members;
 - (vi) use of demeaning and derogatory terms, such as "bitch", "cunt", "slut";
 - (vii) stalking;
 - (viii) sexual voyeurism;
- (c) abuse of power:
 - (i) sexual assault or sexual harassment by a superior Canadian Armed Forces members;
 - (ii) orders by a superior Canadian Armed Forces members to perform sexual acts;
 - (iii) threats by superior Canadian Armed Forces members of personal, career or reputational harm if sexual assault or sexual harassment were reported;
 - (iv) offers from a superior Canadian Armed Forces members of positive performance evaluations, career advancement or other benefits in exchange for sexual favours;

- (v) coercion or use of authority to date or have sex with a superior Canadian Armed Forces members.

F. NEGLIGENCE

77. At all material times, the defendant's leaders, ~~and its employees, agents and servants (the~~ **"Canadian Armed Forces Leadership"**) owed a duty of care to the plaintiffs and the class members to create and maintain a workplace that was free from sexual assault, harassment and gender-based discrimination.

78. The harm suffered by the plaintiffs and the class was a reasonably foreseeable consequence of the acts and omissions of the Canadian Armed Forces Leadership ~~defendant, its employees, agents, and servants.~~

79. The defendant was the employer of all class members. At all material times, the actions of the Canadian Armed Forces Leadership ~~defendant and its employees, agents, and servants~~ had a direct impact on the plaintiffs and the class members. The Canadian Armed Forces Leadership ~~defendant and its employees, agents, and servants were~~ was responsible for providing or causing to provide facilities, policies, standards and programs appropriate for the employment of the class members free of sexual assault, harassment and gender-based discrimination. In such circumstances, the risk of harm of the nature contemplated in this action was reasonably foreseeable.

80. There was a direct and proximate relationship and specific interaction between the plaintiffs and the class members and the Canadian Armed Forces Leadership ~~defendant and its employees, agents, and servants~~, including but not limited to:

- (a) the daily interaction between class members and the Canadian Armed Forces Leadership ~~defendant and its employees, agents, and servants~~; and

- (b) the close and direct supervisory relationship between the plaintiffs and the class members and the Canadian Armed Forces Leadership ~~defendant and its employees, agents, and servants.~~

81. Canadian Armed Forces Leadership ~~The defendant and its employees, agents and servants~~ repeatedly made representations to the plaintiffs and the class that it was taking appropriate steps to prevent sexual assault and harassment and gender-based discrimination, ~~including a purported "zero tolerance" policy.~~ Such representations were relied upon by the plaintiffs and the class in joining and remaining in the Canadian Armed Forces.

82. The reasonable standard of care required the Canadian Armed Forces Leadership ~~defendant and its employees, agents, and servants~~ to:

- (a) use reasonable care to ensure the safety and well-being of the plaintiffs and the class members;
- (b) provide safe workplace environments free from sexual assault, harassment and gender-based discrimination;
- (c) provide equal employment training and advancement opportunities to the plaintiffs and the class members, regardless of their gender;
- (d) establish and enforce appropriate policies, codes, guidelines, and management and operations procedures to ensure that the plaintiffs and the class members would be free from sexual assault, harassment and gender-based discrimination;
- (e) implement standards of conduct for the Canadian Armed Forces work environment and for Canadian Armed Forces employees, to safeguard the plaintiffs and the class members from sexual assault, harassment and gender-based discrimination;
- (f) educate and train Canadian Armed Forces employees to promote universal understanding amongst all Canadian Armed Forces employees that sexual assault, harassment and gender-based discrimination are dangerous and harmful;
- (g) supervise the conduct of Canadian Armed Forces employees properly so as to prevent the plaintiffs and the class members from being exposed to sexual assault, harassment and gender-based discrimination;
- (h) investigate and adjudicate complaints of sexual assault, harassment and gender-based discrimination fairly and with due diligence; and
- (i) act in a timely fashion to resolve situations sexual assault, harassment and gender-based discrimination and to work to prevent re-occurrence.

83. The Canadian Armed Forces Leadership defendant, and its employees, agents, and servants breached its duty of care to the plaintiffs and the class members, the particulars of which systemic negligence include, but are not limited to:

- (a) failing to establish and enforce adequate policies, codes, guidelines, and management and operations procedures to ensure that the plaintiffs and the class members would be free from sexual assault, harassment and gender-based discrimination;
- (b) permitting practices which denied employment training and advancement opportunities to the plaintiffs and the class members, on the basis of their gender;
- (c) failing to provide adequate, or any, training and education programs for Canadian Armed Forces employees regarding the dangerous and harmful nature of sexual assault, harassment and gender-based discrimination;
- (d) failing to make sufficient overall efforts to promote the universal understanding amongst all Canadian Armed Forces employees that sexual assault, harassment and gender-based discrimination are dangerous and harmful;
- (e) permitting a workplace environment that normalized and condoned the occurrence of sexual assault, harassment and gender-based discrimination;
- (f) failing to supervise the conduct of Canadian Armed Forces employees, agents and servants properly so as to prevent the plaintiffs and the class members from being exposed to sexual assault, harassment and gender-based discrimination;
- (g) failing to implement adequate, or any, standards of conduct for the Canadian Armed Forces work environment and for Canadian Armed Forces employees, agents and servants with regard to sexual assault, harassment and gender-based discrimination;
- (h) intimidating and discouraging class members from reporting sexual assault, harassment and gender-based discrimination;
- (i) failing to investigate complaints of sexual assault, harassment and gender-based discrimination adequately, or at all;
- (j) failing to adjudicate complaints of sexual assault, harassment and gender-based discrimination adequately, or at all;
- (k) failing to act in a timely fashion to put a stop to incidents ~~of gender-based~~ sexual assault, harassment and gender-based discrimination;
- (l) systematically punishing, retaliating against, or threatening to retaliate against ~~victims~~ class members who complain of sexual assault, harassment and gender-based discrimination;

- (m) failing to apply appropriate consequences to perpetrators of sexual assault, harassment and gender-based discrimination; ~~and~~
- (n) failing to protect the plaintiffs and the class members from the continuation or re-occurrence of sexual assault, harassment and gender-based discrimination; and
- (o) failing to provide appropriate care and treatment for the plaintiffs and class members after they experienced sexual assault, harassment and gender-based discrimination.

84. The Canadian Armed Forces Leadership ~~defendant and its employees, agents, and servants~~ knew, or ought to have known, that the above conduct was of a kind reasonably capable of causing the damages alleged to have occurred.

85. The defendant is vicariously liable for the acts and omissions ~~its employees, agents, and servants~~ of the Canadian Armed Forces Leadership pursuant to sections 3 and 36 of the *Crown Liability and Proceedings Act*.

G. BREACH OF FIDUCIARY DUTY

86. The Canadian Armed Forces Leadership ~~defendant~~ owed all class members a fiduciary duty that included a duty to care for and protect them and to act in their best interest at all material times, as particularized further below.

87. By virtue of the relationship between the class members and the Canadian Armed Forces Leadership ~~defendant~~, being one of trust, reliance and dependency, the Canadian Armed Forces Leadership ~~defendant~~ owed a fiduciary obligation to ensure that the class members were treated respectfully, fairly and safely, to act in the best interests of those individuals, and to protect them from the harm alleged herein.

88. The Canadian Armed Forces Leadership ~~defendant~~ was solely responsible for, among other things:

- (a) the standards set out in paragraph ~~58-82~~;
- (b) the protection of the health, safety and well-being of the class members during the class period;
- (c) ensuring the fair and equal treatment among members of the military; and
- (d) decisions, procedures, regulations, operations and actions taken by the defendant and its employees, servants, officers and agents and their predecessors during the class period.

89. The class members had a reasonable expectation that the Canadian Armed Forces Leadership ~~defendant~~ would act in their best interests with respect to their well-being given the assumption of responsibility for the care of the class members, by virtue of:

- (a) the defendant's establishment, operation, financing, supervision and control of the Canadian Armed Forces during the class period;
- (b) the binding nature of service (which can only be terminated with lawful release) and the oaths and declarations required by members of the Canadian Armed Forces upon enrolment;
- (c) the hierarchical and authoritarian command structure of Canadian Armed Forces and the requirement for obedience;
- (d) the tremendous power and authority of the ~~defendant~~ Canadian Armed Forces Leadership ~~and its employees~~ over the plaintiffs and other class members;
- (e) the unilateral assumption of responsibility for the care of the class members by the ~~defendant~~ Canadian Armed Forces Leadership; and
- (f) the dependence of the class members on the ~~defendant~~ Canadian Armed Forces Leadership.

90. Given the circumstances of the relationship between the Canadian Armed Forces Leadership ~~defendant~~ and the class members, including but not limited to its their statutory obligations and authority and control over the class members, the Canadian Armed Forces Leadership ~~defendant~~ undertook to act in the best interests of the class members and to act in accordance with the duty of loyalty imposed on the Canadian Armed Forces Leadership ~~defendant~~.

91. Furthermore, the Canadian Armed Forces Leadership ~~defendant's~~ repeated insistence throughout the class period that it ~~undertook a "zero tolerance" policy towards~~ had appropriate policies and procedures to prevent and address sexual assault, harassment and discrimination against women constituted an undertaking of responsibility to act in the best interests of the plaintiffs and the class members and to act in accordance with a duty of loyalty in which the class members' interests would be put ahead of the defendant's interests as well as the interests of the Canadian Armed Forces at large, in ensuring that such conduct did not occur.

92. Likewise, in investigating complaints of sexual assault, harassment and gender-based discrimination, the Canadian Armed Forces Leadership ~~defendant~~ was required but failed to put the plaintiffs and the class members' interests ahead of the defendant's interests ~~of the plaintiff and the class members~~.

93. The class members were entitled to rely and did rely on the Canadian Armed Forces Leadership ~~defendant~~ to their detriment to fulfill their fiduciary obligations. As a result of their gender, the class members were particularly vulnerable to and at the mercy of, the ~~defendant's~~ discretion and power exercised by the Canadian Armed Forces Leadership.

94. The ~~defendant's~~ unilateral exercise of power and discretion by the Canadian Armed Forces Leadership impacted the class members' legal interests, including but not limited to career advancement, pre-existing legal entitlements to wages, pension benefits and other benefits arising from their employment, and the class members' fundamental human and personal interests. The ~~defendant's~~ discretion exercised by the Canadian Armed Forces Leadership also directly affected the degree of sexual assault, harassment and gender-based discrimination in the Canadian Armed Services as it was wholly within the scope of ~~the defendant's~~ that discretion to ensure that appropriate policies and procedures were in place.

95. The plaintiffs and the class members are particularly vulnerable and at the mercy of the Canadian Armed Forces. The plaintiffs and the class members' vulnerability arises directly from their relationship with the Canadian Armed Forces Leadership ~~defendant~~. They served in a male-dominated culture and relied on leadership in the Canadian Armed Forces for their protection in preventing sexual assault, harassment and discrimination. All levels of leadership condoned and encouraged the sexualized and discriminatory culture which permeated the Canadian Armed Forces and failed to take appropriate steps to stop it. The Canadian Armed Forces Leadership ~~defendant~~ abused its power over the plaintiffs and the class members.

96. The Canadian Armed Forces Leadership ~~defendant~~ breached its fiduciary duties to the plaintiffs and the class. The particulars of the breach include the failures set out in paragraph 59 83 and:

- (a) burying or minimizing reported incidents of sexual assault, harassment and gender-based discrimination to protect the reputation of the military at the expense of ~~victims~~ class members;
- (b) putting the interests of the Canadian Armed Forces before the interests of the plaintiffs and the class;
- (c) improperly discriminating against the class members as a result of their gender; and
- (d) failing to safeguard the physical and psychological needs of the class members.

97. The Canadian Armed Forces Leadership ~~defendant~~ knew or ought to have known that as a consequence of its actions, the plaintiffs and the class members would suffer damages, as discussed below.

H. BREACH OF THE CANADIAN CHARTER OF RIGHTS AND FREEDOMS

98. The conditions particularized above violate the basic and fundamental human rights of the class members and, as such, constitute a violation of their rights and freedoms under sections 7 and 15 of the *Canadian Charter of Rights and Freedoms*.

i. Section 15 of the *Canadian Charter of Rights and Freedoms*

99. The Canadian Armed Forces condones, endorses, and perpetuates a sexualized environmental that encourages sexual assault, harassment and gender-based discrimination that denies equal protection to women based on their sex.

100. In 1989, the Canadian Armed Forces began to permit some women to be employed in combat and other previously male-only roles. Nevertheless, this was discouraged and women who did enter combat and other male-dominated roles continue to struggle, in large part due to persisting systemic gender-based discrimination.

101. Systemic gender-based discrimination in the Canadian Armed Forces has resulted in a high rate of female attrition and has prevented woman from obtaining higher ranks at the same rate as men. Fewer women are employed in combat roles, and fewer women are promoted to higher ranking positions than similarly qualified men.

102. The Canadian Armed Forces drew a formal distinction between members of the military based on sex, a personal characteristic of each class member. "Sex" is a ground of discrimination that is expressly prohibited by section 15(1) of the *Charter of Rights and Freedoms*.

103. The Canadian Armed Forces' failure to have in place or to implement appropriate policies and procedures concerning sexual harassment and assault and its officially sanctioned and *de*

facto discrimination against women denied equal protection to women in the Canadian Armed Forces.

104. Women have suffered historical disadvantage, stereotyping, marginalization and stigmatization within Canadian society and in particular within the Canadian Armed Forces. They are particularly vulnerable to sexual harassment, assault, and discrimination.

105. The differential treatment perpetuated by the defendant discriminated against the class members includes both imposing burdens and withholding benefits based on the class members' personal characteristics. Men receive benefits that women are denied. It also had the effect of perpetuating and promoting the view that women by virtue of their sex, were less capable and worthy of recognition and valued as human beings and as members of Canadian society. The differential treatment results in a culture which tolerates and condones serious incidents of sexual violence against women in the Canadian Armed Forces and punishes ~~victims~~ women when they report those incidents.

106. The Canadian Armed Forces violated the essential dignity and freedom of the class members through the direct imposition of disadvantage, stereotyping and social prejudice.

107. The failure to have in place or to implement appropriate policies and procedures concerning sexual harassment, assault and its officially sanctioned and *de facto* gender-based discrimination was arbitrary and was imposed without institutional justification. It had dire and demeaning consequences for those affected. It was exercised in bad faith and constituted an abuse of power.

108. The impact of the endemic sexual assault, harassment and gender-based discrimination in the Canadian Armed Forces constitutes systemic discrimination against women. The inexorable, cumulative effect on women in the Canadian Armed Forces is tremendously harmful.

109. There is no justifiable reason for the discrimination against women alleged herein.

ii. **Section 7 of the Canadian Charter of Rights and Freedoms**

110. The defendant breached the plaintiffs' and class members' right to life, liberty, and security of the person, and the right not to be deprived thereof except in accordance with the principles of fundamental justice, pursuant to section 7 of the Canadian Charter of Rights and Freedoms, by failing to ensure an environment free of sexual assault and harassment, including by:

- (a) failing to establish and enforce adequate policies, codes, guidelines, and management and operations procedures to ensure that the plaintiffs and the class members would be free from sexual assault, harassment and gender-based discrimination;
- (b) permitting practices which denied employment training and advancement opportunities to the plaintiffs and the class members, on the basis of their gender;
- (c) failing to provide adequate, or any, training and education programs for Canadian Armed Forces employees regarding the dangerous and harmful nature of sexual assault, harassment and gender-based discrimination;
- (d) failing to make sufficient overall efforts to promote the universal understanding amongst all Canadian Armed Forces employees that sexual assault, harassment and gender-based discrimination are dangerous and harmful;
- (e) permitting a workplace environment that normalized and condoned the occurrence of sexual assault, harassment and gender-based discrimination;
- (f) failing to supervise the conduct of Canadian Armed Forces employees, agents and servants properly so as to prevent the plaintiffs and the class members from being exposed to sexual assault, harassment and gender-based discrimination;
- (g) failing to implement adequate, or any, standards of conduct for the Canadian Armed Forces work environment and for Canadian Armed Forces employees, agents and servants with regard to sexual assault, harassment and gender-based discrimination;

- (h) intimidating and discouraging class members from reporting sexual assault, harassment and gender-based discrimination;
- (i) failing to investigate complaints of sexual assault, harassment and gender-based discrimination adequately, or at all;
- (j) failing to adjudicate complaints of sexual assault, harassment and gender-based discrimination adequately, or at all;
- (k) failing to act in a timely fashion to put a stop to incidents of sexual assault, harassment and gender-based discrimination;
- (l) systematically punishing, retaliating against, or threatening to retaliate against class members who complain of sexual assault, harassment and gender-based discrimination;
- (m) failing to apply appropriate consequences to perpetrators of sexual assault, harassment and gender-based discrimination;
- (n) failing to protect the plaintiffs and the class members from the continuation or re-occurrence of sexual assault, harassment and gender-based discrimination;
- (o) failing to provide appropriate care and treatment for the plaintiffs and class members after they experienced sexual assault, harassment and gender-based discrimination;
- (p) burying or minimizing reported incidents of sexual assault, harassment and gender-based discrimination to protect the reputation of the military at the expense of class members;
- (q) putting the interests of the Canadian Armed Forces before the interests of the plaintiffs and the class;
- (r) improperly discriminating against the class members as a result of their gender; and
- (s) failing to safeguard the physical and psychological needs of the class members.

111. The defendant's actions negatively impact and contribute to the deprivation of the plaintiffs' and the class members' security of the person. The defendant's conduct materially increases the plaintiffs' and the class members' risk of sexual assault and harassment.

112. The defendant's breach cannot be saved under section 1 of the *Charter*, as it is not a reasonable limit prescribed by law as can be demonstrably justified in a free and democratic society.

I. CHARTER DAMAGES REMEDIES

113. In the circumstances, the plaintiffs and the class are entitled to monetary damages pursuant to section 24(1) of the *Charter* for violation of the class members' rights and freedoms in order to:

- (a) compensate them for their suffering and loss of dignity;
- (b) vindicate their fundamental rights; and
- (c) deter systemic violations of a similar nature by the defendant and others who are similarly situated.

114. There are no countervailing considerations rendering damages in this case inappropriate or unjust.

115. Systemic remedies, including declarations and mandatory orders, against the defendant pursuant to section 24(1) of the *Charter* would be just and appropriate in respect of the breaches, as the breaches are systemic in nature and require mandatory orders to correct.

J. OTHER DAMAGES

116. The sexualized culture, pervasive gender-based discrimination and frequent, condoned and encouraged sexual harassment and assault in the Canadian Armed Forces created a toxic environment affected every female member.

117. The defendant knew, or ought to have known, that as a consequence of its actions described herein, the plaintiffs and the class members would suffer suffered damages, including:

- (a) loss of income, including future income;
- (b) loss of pension income and benefits;
- (c) loss of employment benefits;
- (d) loss of future employment opportunities;
- (e) physical, emotional and psychological harm and distress;
- (f) psychological illnesses;
- (g) an impaired ability to obtain and sustain employment, resulting either in lost or reduced income and ongoing loss of income;
- (h) a requirement for medical or psychological treatment and counselling;
- (i) an impaired ability to enjoy and participate in recreational, social and employment activities and to form personal relationships;
- (j) the loss of general enjoyment of life; and
- (k) such further and other damages as the plaintiffs and class members may advise prior to trial in this matter.

118. The plaintiffs and the class sustained and will continue to sustain income loss, pain and suffering, loss of enjoyment of life and loss of amenities.

119. As a result of the conduct alleged herein, the Family Law Claimants have suffered and will continue to suffer damages, including:

- (a) actual expenses reasonably incurred for the benefit of the CAF Class Members;
- (b) travelling expenses incurred while visiting CAF Class Members during treatment or recovery;
- (c) loss of income or the value of services provided for CAF Class Members, including nursing and housekeeping; and
- (d) compensation for loss of support, guidance, care and companionship that they might reasonably have expected to receive from the CAF Class Members.

J. PUNITIVE DAMAGES

120. The high-handed and callous conduct of the defendant warrants the condemnation of this Honourable Court. The Canadian Armed Forces Leadership ~~defendant~~ conducted its affairs with wanton and callous disregard for the class members' interests, safety, and well-being. The Canadian Armed Forces Leadership ~~defendant~~ breached, and continues to breach, its duty of care, fiduciary duty and *Charter* duties owed to the plaintiffs and the class members.

121. Over a long period of time, the plaintiffs and the class members were treated in a manner that could foreseeably result in the damages suffered. The sexualized culture to which the plaintiffs and the class members were exposed to grossly, violated their rights and severely altered the paths of their lives.

122. The ~~defendant's~~ actions of the Canadian Armed Forces Leadership were deliberate. In these circumstances, punitive damages are necessary to act as a deterrent to prevent such conduct in the future.

K. QUEBEC LAW

123. Where the actions of the Canadian Armed Forces and its employees, agents and servants took place in Québec, they constitute:

- (a) fault giving rise to the extra-contractual liability of the defendant, its employees, servants and agents and the class pursuant to the *Civil Code of Québec*, S.Q. 1991, c. 64, Art. 1457, and the *Charter of Human Rights and Freedoms*, R.S.Q., c. C-12 (the "*Québec Charter*"), ss. 1, 4, 10, 10.1 and 16;
- (b) fault giving rise to the extra-contractual liability of the defendant pursuant to the *Crown Liability and Proceedings Act*, s. 3, and the *Interpretation Act*, R.S.C. 1985, c. 1-16, s. 8.1; and
- (c) unlawful and intentional interference with the rights of the plaintiffs and the class members under the *Québec Charter*, ss. 1, 4, 10, 10.1 and 16, giving rise to the liability of the defendant to pay punitive damages to the plaintiffs and class

members, pursuant to the *Québec Charter*, s. 49 and the *Civil Code of Québec*, Art. 1621.

124. The plaintiffs proposes that this action be tried at Toronto, Ontario,

DATED at Toronto, this ~~7th day of December, 2016~~ April 5, 2017.



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SCHEDULE "A"
PROVINCIAL STATUTES: FAMILY MEMBER CLAIMS

ALBERTA

Tort-feasors Act, R.S.A. 2000 c. T-5

Loss of consortium through injury

2.1 (1) When a person has, either intentionally or by neglect of some duty existing independently of contract, inflicted physical harm on a married person and thereby deprived the spouse of that married person of the society and comfort of that married person, the person who inflicted the physical harm is liable in an action for damages by the spouse or in respect of the deprivation.

2.1 (2) The right of a spouse to bring the action referred to in subsection (1) is in addition to, and independent of, any right of action that the married person has, or any action that the spouse in the name of the married person has, for injury inflicted on the married person.

ONTARIO

Family Law Act, R.S.O. 1990, c. F.3

Right of dependants to sue in tort

61. (1) If a person is injured or killed by the fault or neglect of another under circumstances where the person is entitled to recover damages, or would have been entitled if not killed, the spouse, as defined in Part III (Support Obligations), children, grandchildren, parents, grandparents, brothers and sisters of the person are entitled to recover their pecuniary loss resulting from the injury or death from the person from whom the person injured or killed is entitled to recover or would have been entitled if not killed, and to maintain an action for the purpose in a court of competent jurisdiction.

Damages in case of injury

(2) The damages recoverable in a claim under subsection (1) may include,

- (a) actual expenses reasonably incurred for the benefit of the person injured or killed;
- (b) actual funeral expenses reasonably incurred;
- (c) a reasonable allowance for travel expenses actually incurred in visiting the person during his or her treatment or recovery;
- (d) where, as a result of the injury, the claimant provides nursing, housekeeping or other services for the person, a reasonable allowance for loss of income or the value of the services; and

(e) an amount to compensate for the loss of guidance, care and companionship that the claimant might reasonably have expected to receive from the person if the injury or death had not occurred.

QUÉBEC

Civil Code of Québec (S.Q. 1991, c. 64), Articles 454, 1457, 1607, 1609, 1614, 1615, 1616, 2926 and 2930.

**SCHEDULE "B" – STATEMENT OF CLAIM
BEATTIE V. AGC**

Court File No.: T- 460 - 17

FEDERAL COURT

PROPOSED CLASS PROCEEDING

BETWEEN:

LARRY BEATTIE

Plaintiff

and

THE ATTORNEY GENERAL OF CANADA

Defendant

STATEMENT OF CLAIM TO THE DEFENDANT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or a solicitor acting for you are required to prepare a statement of defence in Form 171B prescribed by the Federal Courts Rules serve it on the plaintiff's solicitor or, where the plaintiff does not have a solicitor, serve it on the plaintiff, and file it, with proof of service, at a local office of this Court, WITHIN 30 DAYS after this statement of claim is served on you, if you are served within Canada.

If you are served in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period for serving and filing your statement of defence is sixty days.

Copies of the Federal Court Rules information concerning the local offices of the Court and other necessary information may be obtained on request to the Administrator of this Court at Ottawa (telephone 613-992-4238) or at any local office.

IF YOU FAIL TO DEFEND THIS PROCEEDING, judgment may be given against you in your absence and without further notice to you.

Date:

MAR 20 2017

Issued by:
(Registry Officer)

BEATRIZ WINTER
 REGISTRY OFFICER
 AGENT DU GREFFE
 180 Queen Street West 180, rue Queen Ouest
 Suite 200 bureau 200
 Toronto, Ontario Toronto, Ontario
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TO: The Attorney General of Canada
 The Exchange Tower
 130 King Street West, Suite 3400, Box 36
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A. CLAIM

1. The plaintiff claims:

- (a) an order certifying this action as a class proceeding and appointing the plaintiff as representative plaintiff for the class;
- (b) a declaration that the defendant breached its duty of care and fiduciary duty to the plaintiff and the class and violated the class members' rights and freedoms set out in section 7 of the *Canadian Charter of Rights and Freedoms* in respect of its failures set out herein relating to systemic sexual assault and sexual harassment in the Canadian Armed Forces;
- (c) a declaration that the defendant is liable to the plaintiff and the class for the damages caused by its breach of its duty of care and fiduciary duty and its violation of the class's rights and freedoms set out in section 7 of the *Canadian Charter of Rights and Freedoms* in respect of its failures set out herein relating to systemic sexual assault and sexual harassment in the Canadian Armed Forces;
- (d) damages for the defendant's breach of its duty of care and breach of fiduciary duty and violation of the class's rights and freedoms set out in section 7 of the *Canadian Charter of Rights and Freedoms* in accordance with section 24(1) of the *Canadian Charter of Rights and Freedoms* in the amount of \$100 million, or such other sum as this Honourable Court may find appropriate;
- (e) punitive damages of \$50 million, or such other sum as this Honourable Court may find appropriate;
- (f) systemic orders pursuant to section 24(1) of the *Canadian Charter of Rights and Freedoms*;
- (g) on behalf of the Family Law Claimants, damages pursuant to the *Family Law Act*, R.S.O. 1990 c. F-3 and equivalent legislation;
- (h) prejudgment and postjudgment interest pursuant to the *Federal Courts Act*, R.S.C., 1985, c. F-7;
- (i) costs of the action on a substantial indemnity basis or in an amount that provides full indemnity;
- (j) the costs of notice and of administering the plan of distribution of the recovery in this action, plus applicable taxes, pursuant to Rule 334.38 of the *Federal Courts Rules*, SOR/98-106; and
- (k) such further and other relief as to this Honourable Court may seem just and appropriate in all the circumstances.

B. OVERVIEW

2. The Canadian Armed Forces creates and maintains a culture that facilitates and condones sexual assault and sexual harassment of its male members.

3. The frequency of sexual assault and harassment against men in the Canadian Armed Forces is caused by the leadership's failure to implement appropriate policies to properly train its members and to identify, report, investigate and properly resolve incidents of sexual assault and sexual harassment.

4. The severity and volume of sexual assault and harassment of men in the military is exacerbated by a culture created and maintained by the Canadian Armed Forces that stigmatizes men who experience sexual assault and harassment, discourages complaints, excuses inappropriate conduct, and protects the reputation of the Canadian Armed Forces at the expense of its members.

5. As a result, sexual assault and sexual harassment against men is extensive in the Canadian Armed Forces. It causes tremendous harm, fear, humiliation and degradation. These conditions and their severe, detrimental impact arose and persisted due to the defendant's breach of its duty of care and fiduciary duty owed to the plaintiff and the members of the class, and constitutes a breach of the class members' rights under section 7 of the *Canadian Charter of Rights and Freedoms*.

C. THE PLAINTIFF AND THE CLASS

6. The Plaintiff, Larry Beattie, currently resides in Alfred, Ontario. As more fully described below, Mr. Beattie was subject to persistent and ongoing sexual assault and sexual harassment by members of the Canadian Armed Forces.

7. Mr. Beattie brings this claim on his own behalf and on behalf of the following class:

All male current and former male members of the Canadian Armed Forces who claim to have experienced sexual assault and sexual harassment in the course of their education, training or service with the Canadian Armed Forces (the "**CAF Class Members**").

All other persons who by reason of his or her relationship to a CAF Class Member have standing pursuant to s. 61(1) of the *Family Law Act*, R.S.O. 1990, c. F.3, or equivalent legislation in other provinces and territories as set out in **Schedule "A"** (the "**Family Law Claimants**").

D. THE DEFENDANT

8. The defendant, the Attorney General of Canada, is the legal representative of the Canadian Armed Forces which employed the plaintiff.

9. The defendant is vicariously liable for the acts and omissions of its employees, agents, and servants.

10. The Canadian Armed Forces operate pursuant to the *National Defence Act*, R.S.C., 1985, c.-5 and predecessor legislation.

i. Sexual Harassment and Assault Begins at Training

11. Sexual harassment and sexual assault begins at basic training when class members first enter the Canadian Armed Forces. Men are taught a hyper-masculine culture that discourages complaints. Sexual harassment and assault is also perpetrated by trainers. Arising from their fear of negative repercussions, male trainees are reluctant to call the behavior of their trainers into question. As a result, male trainees learn to keep their concerns to themselves from the very beginning and learn that sexual assault and harassment will go unpunished.

ii. Leadership Ignores and Tolerates Sexual Harassment and Assault

12. The underlying culture in the Canadian Armed Forces that ignores and tolerates sexual assault and harassment is condoned by leadership:

- (a) officers discourage complaints about sexual assault and harassment;
- (b) officers concerned more with protecting the reputation of their unit rather than supporting complainants;
- (c) officers turn a blind eye to the inappropriate conduct occurring around them;
- (d) officers are quick to excuse inappropriate sexual incidents;
- (e) officers bury the issues to protect the reputation of the Canadian Armed Forces at the expense of the class members;
- (f) officers do not act on complaints when a complainant skips one or more levels of the chain of command and the purported right of the complainant to convey his concerns directly to the Commanding Officer or to someone at a higher level is illusory;
- (g) there is a deep mistrust that the chain of command will take such complaints seriously; and
- (h) sexual assault and harassment is routinely ignored and condoned by the chain of command.

13. This creates serious impediments to reporting and to the effective investigation and resolution of complaints and prevents many class members who experience sexual assault and harassment from reporting incidents of inappropriate conduct.

iii. Culture of the Canadian Armed Forces Stigmatizes Men Who Experience Sexual Assault and Harassment

14. The Canadian Armed Forces has historically and continues to perpetuate a toxic, hyper-masculine culture among its employees, agents and servants. The Canadian Armed Forces promotes and values a militarized hyper-masculinity, in which men are viewed as fighters and warriors. Men who experience sexual assault or harassment do not fit within these norms. Men are very unlikely to report incidents of sexual assault and harassment, due to the stigma.

iv. Class Members Face Negative Repercussions for Reporting Incidents

15. In addition to leadership ignoring and tolerating sexual assault and harassment, the class members are subject to negative repercussions for reporting incidents, including:

- (a) they face inhibited promotion or employment prospects;
- (b) they are removed from the unit, or are not deployed with the unit, which is perceived as punishing the complainant;
- (c) they are denied hoped-for postings;
- (d) they are required to miss training;
- (e) they are stigmatized as weak;
- (f) they are subjected to retaliation by peers and supervisors;
- (g) they are diagnosed as unfit for work; and
- (h) they are labeled trouble-makers and are viewed negatively as the person who charged a teammate.

16. Class members do not report sexual assault due to the concerns set out in paragraph 15 and out of:

- (a) a desire to avoid disturbing group cohesion;
- (b) a desire to avoid negative consequences for the aggressor; and
- (c) the concern about being labelled as someone who would complain about a teammate, which could result in becoming socially ostracized.

17. In contrast, class members who do not make complaints are seen as problem-solvers and as appropriately protecting superiors. As a result, class members feel pressure to accept sexual assault and harassment, or risk social exclusion and other consequences.

18. As a result, of the above, the vast majority of incidents of sexual harassment and sexual assault are not reported.

v. The Canadian Armed Forces Policies are Inadequate and Ineffective

19. The policies in place in the Canadian Armed Forces are woefully deficient and as a result cause, contribute to, and perpetuate the culture in the Canadian Armed Forces that ignores and condones systematic sexual assault and harassment.

20. For example, the definitions of prohibited conduct in Canadian Armed Forces policies are deficient. As a result, there is confusion among members of the Canadian Armed Forces about what constitutes "sexual harassment", "sexual misconduct", "adverse personal relationship" and improper "fraternization":

- (a) the definition is also inappropriately limited to incidents that occur in the workplace, but members of the Canadian Armed Forces generally live, work, and socialize together within the organizational structures of the Canadian Armed Forces;
- (b) the definition of "adverse personal relationship" does not specifically address relationships between members in different positions of authority; and
- (c) the definition of "sexual misconduct" is inconsistent with "sexual assault" which is commonly understood and is consistent with the *Criminal Code*.

21. In addition, Canadian Armed Forces policy does not address the concept of consent and the effect of drugs and alcohol or a power imbalance on the existence of consent in a sexual encounter.

22. Finally, the policies do not contain a unified approach to inappropriate sexual conduct containing clear examples of the prohibited conduct.

vi. The Reporting Procedures Discourage Reporting

23. The current processes in place in the Canadian Armed Forces to identify, report, investigate and resolve incidents of sexual assault and harassment are inappropriate and flawed and deter reporting.

24. Those who do make a formal complaint must painfully repeat their statements on numerous occasions, are given little or no guidance or information about how the investigation or discipline process works, and receive no emotional support. Re-victimization and frustration are the standard consequence of reporting. As a result, there are an overwhelming number of victims who choose not to report incidents.

25. Before a complaint of sexual harassment or assault is finally resolved, the parties may have to pursue three separate stages of attempted resolution:

- (a) a process of alternate dispute resolution in which the complainant is encouraged to confront the alleged harasser informally;
- (b) an administrative investigation by the Responsible Officer; and
- (c) a formal grievance.

26. This resolution process is flawed and discourages victims from coming forward:

- (a) the process is long and burdensome;
- (b) the process emphasizes the use of self-help techniques and on resolving the complaint at the lowest level acts as a major disincentive for complainants to come forward or pursue a complaint;
- (c) alternate dispute resolution procedures are employed notwithstanding that they are inappropriate in cases of sexual assault and harassment;
- (d) class members are required to take confrontational positions against their harasser which discourage complaints, particularly where the harasser is of higher rank;
- (e) there is a lack of confidentiality within the chain of command and the unit that encourages class members to not report sexual assault and harassment;

- (f) the incentive for those in the chain of command is not to resolve a complaint or to support the complainant, but rather to make the complaint disappear so that it does not tarnish the reputation of the unit or come to the attention of those of a higher rank;
- (g) many class members who bring complaints forward to a supervisor do not have their complaints taken seriously; and
- (h) responses from supervisors ranged from warning the complainant about the negative consequences to their careers if they continued with the complaint, to openly disbelieving the complainant.

27. Inherent in the processes designed to deal with complaints of sexual harassment and assault is the Canadian Armed Forces' "lowest level resolution" policy, which encourages the resolution of complaints at the lowest level of authority. The policy of "lowest level resolution" is a major impediment to the resolution of sexual assault and harassment complaints. The process of attempting to resolve complaints at the lowest level undermines confidentiality. It involves sharing the information with the supervisor, or potentially escalating the complaint through numerous individuals up to the Reporting Officer. Many members of the Canadian Armed Forces will learn about the details of the incident and that the man made a complaint. As a result, this pressure on complainants to settle complaints at the lowest level functions to stifle complaints and intimidate complainants.

28. In addition, procedures in place to investigate sexual assault and harassment are flawed and ineffective. In particular, there is a lack of appropriate skill demonstrated by military police. Many military police are: (a) confused about the relevant policies; (b) insensitive to the problem of sexual assault and harassment; (c) lack training on the basic elements of the offences, including the legal concept of consent; and (d) are unaware of available resources to support complainants. Sexual assaults that do not result in physical injury tend to be ignored and charges in those cases are often not laid.

29. The military police's reporting and investigation process is plagued by additional problems, including:

- (a) leadership's failure to call military police in a timely way when a report of sexual assault is made;
- (b) delays in the investigation process;
- (c) complainants not being offered immediate medical support;
- (d) serious incidents of sexual assault are given inadequate attention and consideration;
- (e) complainants being made to feel, even before providing a statement, at fault for what occurred;
- (f) cases frequently being held in abeyance because of confusion over jurisdiction;
- (g) poor training with respect to investigating incidents of sexual assault;
- (h) a failure to follow up with key witnesses;
- (i) complainants are repeatedly asked to provide statements, requiring complainants to relive the events each time;
- (j) frequent contamination of evidence; and
- (k) a failure to understand the legal concept of consent.

30. As a result, there is a serious lack of trust in the ability of military police to properly handle reports of sexual harassment and assault.

31. In the rare case where complaints of sexual assault or harassment are found to be well-founded, the resulting sanction is a meaningless "slap on the wrist" which serves as an ineffective deterrent. An example of a typical punishment is to require the perpetrator to complete an online training course.

32. As a result of these and other failings, sexual assault and harassment frequently go unreported.

vii. Canadian Armed Forces Training is Inadequate

33. The training in place for members of the Canadian Armed Forces with respect to sexual assault and harassment is inadequate. In addition, trainers themselves are frequently complicit in the prohibited conduct. Commanding Officers are also insufficiently trained and are unable to appropriately define, assess, and address sexual assault and harassment. As a result, training fails to inform members about appropriate conduct, lacks credibility, and further demonstrates that Canadian Armed Forces does not take sexual assault and harassment seriously.

viii. Insufficient Data is Collected and Analyzed

34. Exacerbating the problem, insufficient data is collected by the Canadian Armed Forces with respect to the occurrence of sexual assault and harassment. As a result, there is no accountability in the chain of command or the military police as to the outcome of any particular incident, and the Canadian Armed Forces lacks relevant information required to prevent future incidents from occurring.

35. These failings contribute to a climate where sexual assault and harassment are tolerated and ignored. The failures identified herein have had a drastic, lasting impact on male victims in the Canadian Armed Forces and constitute a breach of the defendant's duty of care, fiduciary duty, and a violation of the plaintiff and the class members' rights under section 7 of the *Canadian Charter of Rights and Freedoms*.

E. THE EXPERIENCES OF THE PLAINTIFF

36. Larry Beattie was, at all material times, a member of the regular forces of the Canadian Armed Forces. He joined the Armed Forces in 1978 as a Fire Control Technician. At the time of his release, he held the rank of Master Seaman in the Royal Canadian Navy.

37. In 1979, Mr. Beattie held the rank of Ordinary Seaman. He was posted to his first ship, the HMCS SKEENA, for a NATO exercise in the Caribbean. While on the ship, Mr. Beattie was sexually assaulted by an Able Seaman while in the shower. The Able Seaman jumped on Mr. Beattie, kissed him and fondled him without his consent. He told Mr. Beattie that if told anyone, he would be thrown overboard with the garbage.

38. The Able Seaman continued to assault Mr. Beattie throughout the three months long trip. He forced Mr. Beattie to have sexual intercourse without his consent on approximately ten occasions.

39. Mr. Beattie was terrified. He was 18 years old at the time, and did not know how to deal with the situation. He had the impression that people on the ship seemed to know about the abuse he was experiencing, but no one spoke out or reported it. He was too afraid to tell anyone.

40. Mr. Beattie was medically released from the Armed Forces in 1998 for reasons unrelated to the assaults: he suffered an injury to his hand, losing 85% of his grip strength.

41. The plaintiff and the class members were subject to sexual assault and sexual harassment during their education, training and service in the Canadian Armed Forces, including, but not limited to:

- (a) sexual assault:
 - (i) sexual intercourse or attempted sexual intercourse without consent;
 - (ii) sexual touching without consent;
 - (iii) stripping the plaintiff's and class members' clothes and exposing their genitals without consent;

- (b) sexual harassment;
 - (i) Canadian Armed Forces members exposing their genitals to the plaintiff or class members;
 - (ii) stalking;
 - (iii) sexual voyeurism;
- (c) abuse of power:
 - (i) sexual assault or sexual harassment by a superior Canadian Armed Forces members;
 - (ii) orders by a superior Canadian Armed Forces members to perform sexual acts;
 - (iii) threats by superior Canadian Armed Forces members of personal, career or reputational harm if sexual assault or sexual harassment were reported;
 - (iv) offers from a superior Canadian Armed Forces members of positive performance evaluations, career advancement or other benefits in exchange for sexual favours; and
 - (v) coercion or use of authority to date or have sex with a superior Canadian Armed Forces members.

F. NEGLIGENCE

42. At all material times, the defendant's leaders, employees, agents and servants (the **"Canadian Armed Forces Leadership"**) owed a duty of care to the plaintiff and the class members to create and maintain a workplace that was free from sexual assault and harassment.

43. The harm suffered by the plaintiff and the class was a reasonably foreseeable consequence of the acts and omissions of the Canadian Armed Forces Leadership.

44. The defendant was the employer of all class members. At all material times, the actions of the Canadian Armed Forces Leadership had a direct impact on the plaintiff and the class members. The Canadian Armed Forces Leadership was responsible for providing or causing to provide facilities, policies, standards and programs appropriate for the employment of the class

members free of sexual assault and harassment. In such circumstances, the risk of harm of the nature contemplated in this action was reasonably foreseeable.

45. There was a direct and proximate relationship and specific interaction between the plaintiff and the class members and the Canadian Armed Forces Leadership, including but not limited to:

- (a) the daily interaction between class members and the Canadian Armed Forces Leadership; and
- (b) the close and direct supervisory relationship between the plaintiff and the class members and the Canadian Armed Forces Leadership.

46. The Canadian Armed Forces Leadership repeatedly made representations to the plaintiff and the class that it was taking appropriate steps to prevent sexual assault and harassment. Such representations were relied upon by the plaintiff and the class in joining and remaining in the Canadian Armed Forces.

47. The reasonable standard of care required the Canadian Armed Forces Leadership to:

- (a) use reasonable care to ensure the safety and well-being of the plaintiff and the class members;
- (b) provide safe workplace environments free from sexual assault and harassment;
- (c) establish and enforce appropriate policies, codes, guidelines, and management and operations procedures to ensure that the plaintiff and the class members would be free from sexual assault and harassment;
- (d) implement standards of conduct for the Canadian Armed Forces work environment and for Canadian Armed Forces employees, to safeguard the plaintiff and the class members from sexual assault and harassment;
- (e) educate and train Canadian Armed Forces employees to promote universal understanding amongst all Canadian Armed Forces employees that sexual assault and harassment are dangerous and harmful;
- (f) supervise the conduct of Canadian Armed Forces employees properly so as to prevent the plaintiff and the class members from being exposed to sexual assault and harassment;

- (g) investigate and adjudicate complaints of sexual assault and harassment fairly and with due diligence; and
- (h) act in a timely fashion to resolve situations sexual assault and harassment and to work to prevent re-occurrence.

48. The Canadian Armed Forces Leadership breached its duty of care to the plaintiff and the class members, the particulars of which systemic negligence include, but are not limited to:

- (a) failing to establish and enforce adequate policies, codes, guidelines, and management and operations procedures to ensure that the plaintiff and the class members would be free from sexual assault and harassment;
- (b) failing to provide adequate, or any, training and education programs for Canadian Armed Forces employees regarding the dangerous and harmful nature of sexual assault and harassment;
- (c) failing to make sufficient overall efforts to promote the universal understanding amongst all Canadian Armed Forces employees that sexual assault and harassment are dangerous and harmful;
- (d) permitting a workplace environment that normalized and condoned the occurrence of sexual assault and harassment;
- (e) failing to supervise the conduct of Canadian Armed Forces employees, agents and servants properly so as to prevent the plaintiff and the class members from being exposed to sexual assault and harassment;
- (f) failing to implement adequate, or any, standards of conduct for the Canadian Armed Forces work environment and for Canadian Armed Forces employees, agents and servants with regard to sexual assault and harassment;
- (g) intimidating and discouraging class members from reporting sexual assault and harassment;
- (h) failing to investigate complaints of sexual assault and harassment adequately, or at all;
- (i) failing to adjudicate complaints of sexual assault and harassment adequately, or at all;
- (j) failing to act in a timely fashion to put a stop to incidents of sexual assault and harassment;
- (k) systematically punishing, retaliating against, or threatening to retaliate against class members who complain of victims of sexual assault and harassment;
- (l) failing to apply appropriate consequences to perpetrators of sexual assault and harassment;

- (m) failing to protect the plaintiff and the class members from the continuation or re-occurrence of sexual assault and harassment; and
- (n) failing to provide appropriate care and treatment for the plaintiffs and class members after they experienced sexual assault and harassment.

49. The Canadian Armed Forces Leadership knew, or ought to have known, that the above conduct was of a kind reasonably capable of causing the damages alleged to have occurred.

50. The defendant is vicariously liable for the acts and omissions of its employees, agents, and servants, pursuant to sections 3 and 36 of the *Crown Liability and Proceedings Act*.

G. BREACH OF FIDUCIARY DUTY

51. The Canadian Armed Forces Leadership owed all class members a fiduciary duty that included a duty to care for and protect them and to act in their best interest at all material times, as particularized further below.

52. By virtue of the relationship between the class members and the Canadian Armed Forces Leadership, being one of trust, reliance and dependency, the Canadian Armed Forces Leadership owed a fiduciary obligation to ensure that the class members were treated respectfully, fairly and safely, to act in the best interests of those individuals, and to protect them from the harm alleged herein.

53. The Canadian Armed Forces Leadership was solely responsible for, among other things:

- (a) the standards set out in paragraph 47;
- (b) the protection of the health, safety and well-being of the class members during the class period;
- (c) ensuring the fair and equal treatment among members of the military; and
- (d) decisions, procedures, regulations, operations and actions taken by the defendant and its employees, servants, officers and agents and their predecessors during the class period.

54. The class members had a reasonable expectation that the Canadian Armed Forces Leadership would act in their best interests with respect to their well-being given the assumption of responsibility for the care of the class members, by virtue of:

- (a) the defendant's establishment, operation, financing, supervision and control of the Canadian Armed Forces during the class period;
- (b) the binding nature of service (which can only be terminated with lawful release) and the oaths and declarations required by members of the Canadian Armed Forces upon enrolment;
- (c) the hierarchical and authoritarian command structure of Canadian Armed Forces and the requirement for obedience;
- (d) the tremendous power and authority of the Canadian Armed Forces Leadership over the plaintiff and other class members;
- (e) the unilateral assumption of responsibility for the care of the class members by the Canadian Armed Forces Leadership; and
- (f) the dependence of the class members on the Canadian Armed Forces Leadership.

55. Given the circumstances of the relationship between the Canadian Armed Forces Leadership and the class members, including but not limited to its statutory obligations and its authority and control over the class members, the Canadian Armed Forces Leadership undertook to act in the best interests of the class members and to act in accordance with the duty of loyalty imposed on the Canadian Armed Forces Leadership.

56. Furthermore, the Canadian Armed Forces Leadership's repeated insistence throughout the class period that it had appropriate policies and procedures in place to prevent and address sexual assault and harassment constituted an undertaking of responsibility to act in the best interests of the plaintiff and the class members and to act in accordance with a duty of loyalty in which the class members' interests would be put ahead of the defendant's interests as well as the interests of the Canadian Armed Forces at large, in ensuring that such conduct did not occur.

57. Likewise, in investigating complaints of sexual assault and harassment, the Canadian Armed Forces Leadership was required but failed to the interests of the plaintiff and the class members ahead of the defendant's.

58. The class members were entitled to rely and did rely on the Canadian Armed Forces Leadership to their detriment to fulfill their fiduciary obligations.

59. The discretion exercised by the Canadian Armed Forces Leadership directly affected the degree of sexual assault and harassment in the Canadian Armed Forces as it was wholly within the scope of the that discretion to ensure that appropriate policies and procedures were in place.

60. The plaintiff and the class members are particularly vulnerable and at the mercy of the Canadian Armed Forces. The plaintiff and the class members' vulnerability arises directly from their relationship with the Canadian Armed Forces Leadership. They relied on leadership in the Canadian Armed Forces for their protection in preventing sexual assault and harassment. The Canadian Armed Forces Leadership abused its power over the plaintiff and the class members.

61. The Canadian Armed Forces Leadership breached its fiduciary duties to the plaintiff and the class. The particulars of the breach include the failures set out in paragraph 48 and:

- (a) burying or minimizing reported incidents of sexual assault and harassment to protect the reputation of the military at the expense of complainants;
- (b) putting the interests of the Canadian Armed Forces before the interests of the plaintiff and the class; and
- (c) failing to safeguard the physical and psychological needs of the class members.

62. The Canadian Armed Forces Leadership knew or ought to have known that as a consequence of its actions, the plaintiff and the class members would suffer damages, as discussed below.

H. BREACH OF THE *CANADIAN CHARTER OF RIGHTS AND FREEDOMS*

63. The conditions particularized above violate the basic and fundamental human rights of the class members and, as such, constitute a violation of their rights and freedoms under section 7 of the *Canadian Charter of Rights and Freedoms*.

64. The defendant breached the plaintiff's and class members' right to life, liberty, and security of the person, and the right not to be deprived thereof except in accordance with the principles of fundamental justice, pursuant to section 7 of the *Canadian Charter of Rights and Freedoms*, by failing to ensure an environment free of sexual assault and harassment, including by:

- (a) failing to establish and enforce adequate policies, codes, guidelines, and management and operations procedures to ensure that the plaintiffs and the class members would be free from sexual assault and harassment;
- (b) failing to provide adequate, or any, training and education programs for Canadian Armed Forces employees regarding the dangerous and harmful nature of sexual assault and harassment;
- (c) failing to make sufficient overall efforts to promote the universal understanding amongst all Canadian Armed Forces employees that sexual assault and harassment are dangerous and harmful;
- (d) permitting a workplace environment that normalized and condoned the occurrence of sexual assault and harassment;
- (e) failing to supervise the conduct of Canadian Armed Forces employees, agents and servants properly so as to prevent the plaintiffs and the class members from being exposed to sexual assault and harassment;
- (f) failing to implement adequate, or any, standards of conduct for the Canadian Armed Forces work environment and for Canadian Armed Forces employees, agents and servants with regard to sexual assault and harassment;
- (g) intimidating and discouraging class members from reporting sexual assault and harassment;
- (h) failing to investigate complaints of sexual assault and harassment adequately, or at all;
- (i) failing to adjudicate complaints of sexual assault and harassment adequately, or at all;

- (j) failing to act in a timely fashion to put a stop to incidents of sexual assault and harassment;
- (k) systematically punishing, retaliating against, or threatening to retaliate against class members who complain of sexual assault and harassment;
- (l) failing to apply appropriate consequences to perpetrators of sexual assault and harassment;
- (m) failing to protect the plaintiffs and the class members from the continuation or re-occurrence of sexual assault and harassment;
- (n) failing to provide appropriate care and treatment for the plaintiffs and class members after they experienced sexual assault and harassment;
- (o) burying or minimizing reported incidents of sexual assault and harassment to protect the reputation of the military at the expense of class members;
- (p) putting the interests of the Canadian Armed Forces before the interests of the plaintiffs and the class; and
- (q) failing to safeguard the physical and psychological needs of the class members.

65. The defendant's actions negatively impact and contribute to the deprivation of the plaintiff's and the class members' security of the person. The defendant's conduct materially increases the plaintiff's and the class members' risk of sexual assault and harassment.

66. The defendant's breach cannot be saved under section 1 of the *Charter*, as it is not a reasonable limit prescribed by law as can be demonstrably justified in a free and democratic society.

I. CHARTER REMEDIES

67. In the circumstances, the plaintiff and the class are entitled to monetary damages pursuant to section 24(1) of the *Charter* for violation of the class members' rights and freedoms in order to:

- (a) compensate them for their suffering and loss of dignity;
- (b) vindicate their fundamental rights; and
- (c) deter systemic violations of a similar nature by the defendant and others who are similarly situated.

68. There are no countervailing considerations rendering damages in this case inappropriate or unjust.

69. Systemic remedies, including declarations and mandatory orders, against the defendant pursuant to section 24(1) of the *Charter* would be just and appropriate in respect of the breaches, as the breaches are systemic in nature and require mandatory orders to correct.

J. OTHER DAMAGES

70. The defendant knew, or ought to have known, that as a consequence of its actions described herein, the plaintiff and the class members would suffer suffered damages, including:

- (a) loss of income, including future income;
- (b) loss of pension income and benefits;
- (c) loss of employment benefits;
- (d) loss of future employment opportunities;
- (e) physical, emotional and psychological harm and distress;
- (f) psychological illnesses;
- (g) an impaired ability to obtain and sustain employment, resulting either in lost or reduced income and ongoing loss of income;

- (h) a requirement for medical or psychological treatment and counselling;
- (i) an impaired ability to enjoy and participate in recreational, social and employment activities and to form personal relationships;
- (j) the loss of general enjoyment of life; and
- (k) such further and other damages as the plaintiff and class members may advise prior to trial in this matter.

71. The plaintiff and the class sustained and will continue to sustain income loss, pain and suffering, loss of enjoyment of life and loss of amenities.

72. As a result of the conduct alleged herein, the Family Law Claimants have suffered and will continue to suffer damages, including:

- (a) actual expenses reasonably incurred for the benefit of the CAF Class Members;
- (b) travelling expenses incurred while visiting CAF Class Members during treatment or recovery;
- (c) loss of income or the value of services provided for CAF Class Members, including nursing and housekeeping; and
- (d) compensation for loss of support, guidance, care and companionship that they might reasonably have expected to receive from the CAF Class Members.

K. PUNITIVE DAMAGES

73. The high-handed and callous conduct of the defendant warrants the condemnation of this Honourable Court. The Canadian Armed Forces Leadership conducted its affairs with wanton and callous disregard for the class members' interests, safety, and well-being. The Canadian Armed Forces Leadership breached, and continue to breach, its duty of care, fiduciary duty and *Charter* duties owed to the plaintiff and the class members.

74. Over a long period of time, the plaintiff and the class members were treated in a manner that could foreseeably result in the damages suffered. The culture to which the plaintiff and the

class members were exposed to grossly violated their rights and severely altered the paths of their lives.

75. The actions of the Canadian Armed Forces Leadership were deliberate. In these circumstances, punitive damages are necessary to act as a deterrent to prevent such conduct in the future.

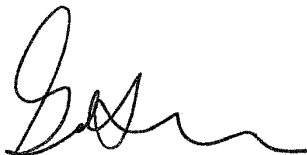
L. QUEBEC LAW

76. Where the actions of the Canadian Armed Forces and its employees, agents and servants took place in Québec, they constitute:

- (a) fault giving rise to the extra-contractual liability of the defendant, its employees, servants and agents and the class pursuant to the *Civil Code of Québec*, S.Q. 1991, c. 64, Art. 1457, and the *Charter of Human Rights and Freedoms*, R.S.Q., c. C-12 (the "*Québec Charter*"), ss. 1, 4, 10, 10.1 and 16;
- (b) fault giving rise to the extra-contractual liability of the defendant pursuant to the *Crown Liability and Proceedings Act*, s. 3, and the *Interpretation Act*, R.S.C. 1985, c. 1-16, s. 8.1; and
- (c) unlawful and intentional interference with the rights of the plaintiff and the class members under the *Québec Charter*, ss. 1, 4, 10, 10.1 and 16, giving rise to the liability of the defendant to pay punitive damages to the plaintiff and class members, pursuant to the *Québec Charter*, s. 49 and the *Civil Code of Québec*, Art. 1621.

77. The plaintiff proposes that this action be tried at Toronto, Ontario,

DATED March 29, 2017.



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SCHEDULE "A"
PROVINCIAL STATUTES: FAMILY MEMBER CLAIMS

ALBERTA

Tort-feasors Act, R.S.A. 2000 c. T-5

Loss of consortium through injury

2.1 (1) When a person has, either intentionally or by neglect of some duty existing independently of contract, inflicted physical harm on a married person and thereby deprived the spouse of that married person of the society and comfort of that married person, the person who inflicted the physical harm is liable in an action for damages by the spouse or in respect of the deprivation.

2.1 (2) The right of a spouse to bring the action referred to in subsection (1) is in addition to, and independent of, any right of action that the married person has, or any action that the spouse in the name of the married person has, for injury inflicted on the married person.

ONTARIO

Family Law Act, R.S.O. 1990, c. F.3

Right of dependants to sue in tort

61. (1) If a person is injured or killed by the fault or neglect of another under circumstances where the person is entitled to recover damages, or would have been entitled if not killed, the spouse, as defined in Part III (Support Obligations), children, grandchildren, parents, grandparents, brothers and sisters of the person are entitled to recover their pecuniary loss resulting from the injury or death from the person from whom the person injured or killed is entitled to recover or would have been entitled if not killed, and to maintain an action for the purpose in a court of competent jurisdiction.

Damages in case of injury

(2) The damages recoverable in a claim under subsection (1) may include,

- (a) actual expenses reasonably incurred for the benefit of the person injured or killed;
- (b) actual funeral expenses reasonably incurred;
- (c) a reasonable allowance for travel expenses actually incurred in visiting the person during his or her treatment or recovery;
- (d) where, as a result of the injury, the claimant provides nursing, housekeeping or other services for the person, a reasonable allowance for loss of income or the value of the services; and
- (e) an amount to compensate for the loss of guidance, care and companionship that the claimant might reasonably have expected to receive from the person if the injury or death had not occurred.

QUÉBEC

Civil Code of Québec (S.Q. 1991, c. 64), Articles 454, 1457, 1607, 1609, 1614, 1615, 1616, 2926 and 2930.

SCHEDULE “C” – AGREEMENT IN PRINCIPLE

Court File No.: T-2111-16

FEDERAL COURT

Proposed Class Actions

SHERRY HEYDER, AMY GRAHAM and NADINE SCHULTZ-NIELSEN

Plaintiffs

- and -

THE ATTORNEY GENERAL OF CANADA

Defendant

- and -

Court File No.: T-460-17

LARRY BEATTIE

Plaintiff

- and -

THE ATTORNEY GENERAL OF CANADA

Defendant

AGREEMENT IN PRINCIPLE

INTRODUCTION

1. In late 2016 and early 2017, six (6) proposed class proceedings were commenced in the Federal Court and in various provincial superior courts by various proposed representative plaintiffs across Canada (the “**Plaintiffs**”):
 - (a) *Rogers, Glynis v. Attorney General of Canada*, HFX. No: 457658, November 21, 2016 (“**Rogers**”);

- (b) *Peffers v. Attorney General of Canada*, BCSC No. 16-5018 (Victoria Registry), December 1, 2016 ("**Peffers**");
 - (c) *Sherry Heyder v. Attorney General of Canada*, CFN: T-211-16, December 7, 2016 ("**Heyder**");
 - (d) *Amy Graham, Nadine Schultz-Nielsen & Larry Beattie v. Attorney General of Canada*, ONSC: 16-70743CP, December 12, 2016 ("**Graham, Schultz-Nielsen and Beattie**");
 - (e) *Alexandre Tessier v PGC*, CFN: 200-06-000209-174, ("**Tessier**") (originally an individual action); and
 - (f) *Larry Beattie v. Attorney General of Canada*, CFN: T-460-17, March 2, 2017 ("**Beattie**").
2. In 2017, a consortium was formed by counsel on *Rogers, Peffers, Heyder, Graham, Schultz-Nielsen and Beattie*, and on *Tessier* consisting of five (5) firms from across the country: Koskie Minsky LLP (Toronto), Raven Cameron, Ballantyne & Yazbeck LLP (Ottawa), Wagners (Halifax), Acheson Sweeney Foley Sahota LLP (Victoria), and Quessy Henry St-Hilaire (Quebec City) (together, "**Class Counsel**"). Class Counsel consolidated the claims into two lead cases in the Federal Court in *Heyder et al v. Canada* and *Beattie v. Canada*.
 3. The actions are brought on behalf of current and former members of the Canadian Armed Forces ("**CAF**") and allege sexual harassment, sexual assault, and discrimination based on grounds of sex, gender and sexual orientation, within the CAF (the "**Alleged Conduct**"). The actions allege systemic failures of CAF leadership to adequately address a culture of sexual harassment and discrimination in the CAF.
 4. The Plaintiffs and the Attorney General of Canada ("**Canada**") (collectively referred to as the "**Parties**") recognize and acknowledge the harm suffered by Class Members who experienced the Alleged Conduct. The Parties accordingly met and engaged in discussions over numerous days between March and September 2018 to explore the potential for settlement in order to *inter alia*:
 - (a) provide compensation to CAF members who suffered significant harm as a result of the Alleged Conduct, through a combination of independent compensation measures and statutory benefits provided through Veterans Affairs Canada ("**VAC**");
 - (b) create a restorative engagement process to allow interested Class Members to share their experiences with CAF leadership, which can be used to inform future CAF policy development and training;
 - (c) supplement, amend and revise CAF and VAC policies to continue to address the Alleged Conduct; and
 - (d) offer a meaningful apology to CAF members who suffered harm as a result of the Alleged Conduct.

5. This Agreement in Principle (“AIP”) evidences the Parties’ desire to resolve, in accordance with the terms set out herein, the actions, causes of action, claims and/or demands made against Canada. The Parties will negotiate in good faith towards a final settlement agreement (“**Final Settlement Agreement**”) which will be subject to approval by the required authorities within the Government of Canada and in turn must be approved by the Federal Court in accordance with the relevant *Federal Courts Rules*.
6. The class is defined as all current and former Regular and Reserve Force members of the CAF. For greater clarity, “Reserve Force” includes inclusive of The Primary Reserve, Cadet Organizations Administration and Training Service (COATS), Canadian Rangers and Supplementary Reserve (“**Class Members**”).
7. This AIP does not constitute an admission of liability.

SUMMARY OF GENERAL TERMS

Compensation summary

8. Class Members may make claims for compensation in accordance with compensation Categories A to C as set out in the following **Compensation Grid** (“**Individual Payments**”):

Category ¹	Compensation Level*	
A. Sexual harassment, gender based and LGBTQ2+ based discrimination <ul style="list-style-type: none"> • limited to women and LGBTQ2+ men • limited to incidents occurring after April 17, 1985 	\$5,000.00	
B1. Targeted/ongoing/severe sexual harassment and/or sexual assault in the form of unwanted sexual touching	Low Harm	\$5,000.00
	Medium Harm	\$10,000.00
	High Harm	\$20,000.00
B2. Sexual assault in the form of sexual attack or sexual activity where unable to consent	Low Harm	\$30,000.00
	Medium Harm	\$40,000.00

¹ For the purpose of the Compensation Grid, the definitions of “unwanted sexual touching”, “sexual attack” and “sexual activity where unable to consent” set out on page 9 of the Statistics Canada Survey of Sexual Misconduct in the Canadian Armed Forces, 2016 apply.

	High Harm	\$50,000.00
C. Enhanced Payment – Class Members who suffer or suffered from PTSD or other diagnosed mental injuries, or physical injuries directly arising from sexual assault or sexual harassment for which VAC benefits have been applied for and denied, or have sought reconsideration pursuant to paragraph 17 and been denied.	Low Harm	\$50,000.00
	Medium Harm	\$75,000.00
	High Harm	\$100,000.00

9. Class Members may be eligible for compensation based on the nature of the incidents and harm suffered as set out in Categories A plus B [the highest level of either B1 or B2 as the case may be] plus C if they meet thresholds set out in the Category(ies) and Compensation Level(s) in the Compensation Grid, to be further developed in a final settlement agreement.
10. The aggregate compensation ceiling for Individual Payments to be paid by Canada is **\$800 million CDN (“Aggregate Cap”)**.
11. Under no circumstances will the Aggregate Cap be exceeded to fund Individual Payments. If Individual Payments are determined to exceed the Aggregate Cap, then the Individual Payments will be reduced *pro rata* to the extent required to not exceed the Aggregate Cap.
12. There shall be a designated amount of **\$200 million CDN (“Designated Amount”)** which will serve as a conditional aggregate compensation floor.
13. If the total aggregate amount of Individual Payments to be paid by Canada to eligible Class Members is determined to be less than the Designated Amount, any difference between the total aggregate amount of Individual Payments and the Designated Amount (“**Residue**”) will fund a *pro rata* increase to the Individual Payments up to an additional 15% per claim in respect of compensation paid or payable in Categories A to C as set out above (“**Augmented Amount**”).
14. In no case shall the aggregate of the Individual Payments, including the Augmented Amount, exceed the Aggregate Cap.
15. If the Designated Amount is not reached after the aggregate Augmented Amount is added to the Individual Payments, up to **\$25 million CDN** of the difference between the total Individual Payments assessed, and the Designated Amount shall be made available for collective measures as agreed by the Parties (“**Directed Funds**”). The costs of a memorialization/museum project agreed upon by the Parties and stipulated in paragraph 28(f) of this AIP shall be paid out of, in whole or in part, the Directed Funds, if any. If the Designated Amount is not reached after payment of the Directed Funds, Canada shall have

no further obligations in respect of Individual Payments. If the aggregate of the Individual Payments exceeds the Designated Amount, no Augmented Amounts or Directed Funds will be payable by Canada.

16. The Compensation Levels are fixed amounts based on thresholds to be established upon agreement by the Parties, subject to *pro rata* reduction should the Aggregate Cap be reached, or *pro rata* increase in the event that the Augmented Amount is applicable.
17. In order to facilitate compensation to Class Members claiming under compensation Category C of the Compensation Grid ("**Enhanced Payment**"), VAC will establish a dedicated process to process applications for statutory benefits submitted by Class Members in a timely manner.² If denied, such Class Members will then be eligible to seek an Enhanced Payment. Class Members are only eligible for an Enhanced Payment if they make an initial application or an application for reconsideration³ and are determined to be ineligible for VAC benefits in respect of claims for the same injury or disease for which claims are made pursuant to this AIP.
18. There shall be no double recovery for Class Members who have been compensated in respect of the same injury or injuries for which claims are made in this proceeding. Class Members who have received a payment of damages or other compensation in respect of the same injury or injuries for which claims are made in this proceeding, in satisfaction of a judgment, consent judgment or award, or pursuant to a settlement of any form whatsoever, in respect of civil or administrative proceedings against Canada (but, for Individual Payments in Categories A and B, not including statutory benefits provided through VAC) are not eligible for compensation under this settlement. For greater clarity, no Class Member who has received or is eligible to receive a payment under the settlement in *Ross, Roy & Satalic v. HMQ* for the same or related conduct or incidents, shall be eligible for compensation in this settlement. The Release applicable to the Ross, Roy & Satalic Class Action is to be enforced with respect to the claimants in this settlement.

Notice and Administration

19. The Parties will work cooperatively to establish an appropriate notice plan, the costs of which, once agreed to, will be paid by Canada.
20. The Parties will work cooperatively to establish an administration process which includes independent adjudication or review of claims at some or all levels as negotiated by the Parties.
21. The particular indicia for eligibility, standards of proof and administration process for compensation Categories A, B and C are to be negotiated by the Parties. The Parties agree that the administration process will be primarily paper-based, and that claims for Category A compensation may be made by completion of a statement or attestation in a form to be agreed upon by the Parties.

² The parties agree to discuss what may constitute a timely manner, having regard to all the circumstances, during the negotiation of the Final Settlement Agreement.

³ The word "reconsideration" in this AIP is used to generally refer to the decisions being revisited by VAC and is not being used in any specific legislative context.

22. The costs of the claims administration process is to be paid by Canada.
23. Honoraria of \$10,000 per representative plaintiff in all proceedings in paragraph 1 will be paid by Canada.
24. If a Final Settlement Agreement is approved by the Federal Court, Canada will take no position with respect to the approval of legal fees. Canada agrees to pay legal fees as approved by the Court up to \$25 million, plus taxes and disbursements, to the consortium of Class Counsel named in paragraph 2. This sum will be paid within 30 days of the Implementation Date.
25. All Class Members who do not validly opt out of the settlement will execute or be deemed to have executed a full and final release in favour of Canada, to be agreed upon by the Parties and included in the Final Settlement Agreement.

Social Benefits and Taxation

26. Canada shall write a letter to Employment and Social Development Canada and the Canada Revenue Agency requesting that any Class Members' entitlement to federal social benefits or social assistance benefits not be negatively affected by receipt of an Individual Payment, and that Individual Payments will not be considered taxable income within the meaning of the *Income Tax Act*.
27. Canada shall write a letter to provincial and territorial governments requesting that any Class Members' receipt of any Individual Payments will not affect the amount, nature, or duration of any social benefits or social assistance benefits available or payable to any eligible class member who has been paid under this agreement.

Policy and other measures

28. The Parties agree to the following policy and other measures related to the CAF:
 - (a) **Restorative Engagement Process:** Canada will establish a restorative engagement process led by CAF and designed with the assistance of the Sexual Misconduct Response Centre (SMRC) and internal subject matter experts, together with one or more external subject matter expert(s) jointly appointed by the Parties, to allow interested Class Members to share their experiences with senior CAF representatives. The Parties shall work together to establish terms of reference that respect the emotionally difficult nature of these contributions and mechanisms through which this process can be used to inform policy and training. This process will include a publicly available final summary report and the use of testimony in training and policy development.
 - (b) **Comprehensive External Review:** Canada will conduct a comprehensive external review, by person(s) to be agreed to by the Parties, to assess the progress of Operation Honour and SMRC five years from the date of the settlement approval. The Parties will negotiate the parameters and scope of the Review to ensure that it

provides practical results-based recommendations and advice to the Chief of Defence Staff and Deputy Minister of Defence, and avoids duplication with other ongoing reports and external reviews.

- (c) **Harassment Definition:** Canada will amend the definition of harassment in CAF policies to make it clear that harassment includes harassment not targeted at an individual.
 - (d) **Survivor Support:** With the assistance of subject matter experts, Canada will enhance its resources and support programs to address the unique needs of CAF members who have experienced sexual misconduct during the course of their service in the CAF.
 - (e) **Consultations on Gender Representation and Diversity:** The Parties will agree upon external subject matter experts to participate in a CAF consultation on gender representation and diversity, with agreement on clear structure and timeframes for completion of consultation. The consultation, which will be open to plaintiff and CAF representatives, will address a gender representation goal and the timelines to achieve it. Other terms and structure will be determined.
 - (f) **Memorialization:** The Parties will further consider measures for memorialization to increase awareness, validate experiences and influence culture change. The CAF will facilitate directed consultation with plaintiff and CAF representatives and subject matter experts to be agreed to by the Parties and invite experts in the field, including the Canadian Museum for Human Rights and the Canadian War Museum, with a view to developing proposals.
29. The Parties agree to the following policy and other measures related to VAC disability benefits:
- (a) VAC will revise select policies by providing examples that clarify the liberal approach to be taken with respect to determining whether an injury or disease resulting from sexual misconduct is attributable to service, and ensure the Adjudication Manual is aligned with the revised policies. These policies will include:
 - i. clarification that when determining a claim for benefits involving an injury or disease resulting from sexual misconduct, the occurrence of the sexual misconduct may be established on the basis of the claimant's own testimony; and,
 - ii. additional clarification that for the purposes of determining a claim for benefits, an injury or disease resulting from an incident of sexual misconduct involving CAF members will not be rejected solely on the basis that it occurred off CAF property or at an event that the claimant was not required to attend. It is acknowledged that each decision as to whether or not an injury or disease is connected to military service is made by VAC having regard to all relevant contextual evidentiary factors.

- (b) VAC will ensure amended policies are posted on VAC website.
- (c) For those Veterans who come forward or for cases that may come to VAC's attention, VAC will provide opportunities for reconsideration of past VAC decisions taking into account VAC's more recent approach to claims, subject to legislative constraints. This includes decisions that were made contrary to the current practice, as revised in accordance with paragraph 29(a) above, where those claims for benefits were denied because of an error with respect to any finding of fact or interpretation of any law, or those for which new evidence is presented to the Minister. VAC will also agree to reconsider any decisions referred to VAC by the Veterans Review and Appeal Board on any of the grounds outlined in the foregoing sentence, subject to the applicant/class member obtaining the consent of the Board to reconsider those decisions.
- (d) Canada will advise class members through the notice campaign and claims application process regarding the aforementioned policies applicable to determining whether an injury or disease resulting from sexual misconduct is attributable to service. Canada will also advise in its notice campaign and on the VAC web-portal of available opportunities to seek reconsideration where benefits have been previously been denied.
- (e) VAC will engage in formal discussions, one or two as necessary, including with designated representatives of the Plaintiffs, to provide feedback regarding the unique difficulties survivors have faced in accessing VAC benefits.
- (f) VAC will continue external sexual-trauma informed support training for VAC decision-makers as necessary.

Public Announcement of Settlement

- 30. The Parties agree that neither side will make a public announcement about this AIP or any of its terms until the Parties have consulted with respect to when and how a public announcement shall be made.

Execution

- 31. This agreement may be executed by the parties in separate counterparts, with signatures by facsimile or scan being acceptable, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Attorney General of Canada

Signed at Toronto this 15th day of March, 2019.

BY: 
ATTORNEY GENERAL OF CANADA

For the Defendant

Signed at Toronto this 15th day of March, 2019.

BY: 
ATTORNEY GENERAL OF CANADA

For the Defendant

Signed at OTTAWA this 15th day of March, 2019.

BY: 
ATTORNEY GENERAL OF CANADA

For the Defendant

Signed at Toronto this 15th day of March, 2019.

BY: 
ATTORNEY GENERAL OF CANADA

For the Defendant

Signed at OTTAWA this 15th day of March, 2019.

BY: 
ATTORNEY GENERAL OF CANADA

For the Defendant

THE PLAINTIFFS, as represented by Class Counsel.

Signed at Toronto this 15th day of March, 2019.

BY: Jonathan Plak
KOSKIE MINSKY LLP

For the Plaintiffs

Signed at _____ this 15th day of March, 2019.

BY: _____
RAVEN CAMERON BALLANTYNE & YAZBECK LLP

For the Plaintiffs

Signed at _____ this 15th day of March, 2019.

BY: _____
WAGNERS

For the Plaintiffs

Signed at _____ this 15th day of March, 2019.

BY: _____
ACHESON SWEENEY FOLEY SAHOTA LLP

For the Plaintiffs

Signed at _____ this 15th day of March, 2019.

BY: _____
QUESSY HENRY ST-HILAIRE

For the Plaintiffs

THE PLAINTIFFS, as represented by Class Counsel.

Signed at **this 15th day of March, 2019.**

BY: _____
KOSKIE MINSKY LLP

For the Plaintiffs

Signed at OTTAWA **this 15th day of March, 2019.**

BY:  _____
RAVEN CAMERON BALLANTYNE & YAZBECK LLP

For the Plaintiffs

Signed at **this 15th day of March, 2019.**

BY: _____
WAGNERS

For the Plaintiffs

Signed at **this 15th day of March, 2019.**

BY: _____
ACHESON SWEENEY FOLEY SAHOTA LLP

For the Plaintiffs

Signed at **this 15th day of March, 2019.**

BY: _____
QUESSY HENRY ST-HILAIRE

For the Plaintiffs

THE PLAINTIFFS, as represented by Class Counsel.

Signed at **this 15th day of March, 2019.**

BY: _____
KOSKIE MINSKY LLP

For the Plaintiffs

Signed at **this 15th day of March, 2019.**

BY: _____
RAVEN CAMERON BALLANTYNE & YAZBECK LLP

For the Plaintiffs

Signed at *AK/FA/WH scd* **this 15th day of March, 2019.**

BY: _____
WAGNERS

For the Plaintiffs

Signed at **this 15th day of March, 2019.**

BY: _____
ACHESON SWEENEY FOLEY SAHOTA LLP

For the Plaintiffs

Signed at **this 15th day of March, 2019.**

BY: _____
QUESSY HENRY ST-HILAIRE

For the Plaintiffs

THE PLAINTIFFS, as represented by Class Counsel.

Signed at this 15th day of March, 2019.

BY: _____
KOSKIE MINSKY LLP

For the Plaintiffs

Signed at this 15th day of March, 2019.

BY: _____
RAVEN CAMERON BALLANTYNE & YAZBECK LLP

For the Plaintiffs

Signed at this 15th day of March, 2019.

BY: _____
WAGNERS

For the Plaintiffs

Signed at *Victoria* this 15th day of March, 2019.

BY: _____
ACHESON SWEENEY FOLEY SAHOTA LLP

For the Plaintiffs

Signed at this 15th day of March, 2019.

BY: _____
QUESSY HENRY ST-HILAIRE

For the Plaintiffs

THE PLAINTIFFS, as represented by Class Counsel.

Signed at this 15th day of March, 2019.

BY: _____
KOSKIE MINSKY LLP

For the Plaintiffs

Signed at this 15th day of March, 2019.

BY: _____
RAVEN CAMERON BALLANTYNE & YAZBECK LLP

For the Plaintiffs

Signed at this 15th day of March, 2019.

BY: _____
WAGNERS

For the Plaintiffs

Signed at this 15th day of March, 2019.

BY: _____
ACHESON SWEENEY FOLEY SAHOTA LLP

For the Plaintiffs

Signed at *Quebec* this 15th day of March, 2019.

BY:  _____
QUESSY HENRY ST-HILAIRE

For the Plaintiffs



Canadian Armed Forces – Phase I & Phase II Notice Programs

Case Analysis

The following known factors were considered when preparing the media plans:

1. It is our understanding that there are approximately 1 million current and former members of the Canadian Armed Forces and current and former employees of the Department of National Defence and the Staff of the Non-Public Funds, some of whom may have been affected by Sexual Misconduct while working in the military workplace and who may be class members for purposes of this class action settlement.
2. The Government of Canada will use its internal and external networks to provide direct and indirect notice to class members. The reach of this notice to current members and employees is expected to be high; the precise reach of this notice with respect to former members less certain. Accordingly, a supplementary notice campaign which includes radio advertisements, and other digital and print media sources is desired.
3. Effective reach and notice content is desired to convey the importance of the information affecting class members' rights.

Objective

To design a notice program that will effectively reach likely Class Members and capture their attention with notice communicated in clear, concise, plain language so that their rights and options may be fully understood.

Target Audience

The Class is comprised of: (a) All current and former officers and non-commissioned members of all components of the Canadian Armed Forces, as well as any individual who served in any branch, corps, service or other group within or forming part of, the Sovereign's armed or military forces for Canada; (b) All current and former employees of all tenures of the Department of National Defence and Staff of the Non-Public Funds.

➤ Canadian Armed Forces History and Information

The Canadian Armed Forces (“CAF”) are divided into three parts; the Canadian Army, the Royal Canadian Navy (“RCN”), and the Royal Canadian Air Force (“RCAF”). To start a full or part-time career in the Canadian Armed Forces (CAF) applicants must (1) be a Canadian citizen, (2) be at least 18 years old (17 years old with parental consent, or as young as 16 with parental consent for paid education programs),¹ and (3) have completed *at least* Grade 10 or Secondaire IV in Québec.²



- The Canadian Army is the “land” force of the CAF. It consists of about 123,00 full-time soldiers and about 17,000 part-time (reserve) soldiers. The Canadian Army was officially founded in 1942. The

¹ Applicants may be 16 years old (with parental consent) to join the paid education programs or 16 years old (with parental consent) and enrolled as a full-time student to join the Primary Reserves.

² Apply Now, Am I Eligible? <https://forces.ca/en/apply-now/>.

army underwent restructuring in the 1950s and 1960s, eventually becoming the Canadian Armed Forces in 1968.³



- The RCAF consists of about 13,000 full-time regulars and about 2,400 part-time reserves. RCAF members are spread out in 10 bases across Canada.



- The RCN consists of about 8,300 full-time regulars, 4,600 part-time reserves and 29 warships. The RCN maintains active operations around the world, however most serve as a patrol and rescue force, similar to other countries Coast Guards.

➤ **Select Characteristics of Canada's Population**

AGE AND GENDER

As of July 1, 2018, there are approximately 29,882,742 Canadian adults 18 years of age or older (Adults 18+).⁴ Females comprise 50.7% of the population of Adults 18+ with a total Female Adult 18+ population of 15,143,845, while males make up 49.3% of Adults 18+.

Canadian Population by Age/Sex 18+

Age	Total Canada	Male	Female
15 to 19 years	2,106,893	1,082,667	1,024,226
20 to 24 years	2,437,542	1,271,388	1,166,154
25 to 29 years	2,573,476	1,324,764	1,248,712
30 to 34 years	2,550,512	1,288,341	1,262,171
35 to 39 years	2,514,450	1,250,324	1,264,126
40 to 44 years	2,378,927	1,176,696	1,202,231
45 to 49 years	2,405,692	1,195,595	1,210,097
50 to 54 years	2,578,047	1,285,508	1,292,539
55 to 59 years	2,726,152	1,354,975	1,371,177
60 to 64 years	2,456,212	1,207,653	1,248,559
65 to 69 years	2,035,754	988,337	1,047,417
70 to 74 years	1,625,256	779,411	845,845
75 to 79 years	1,109,870	515,927	593,943
80 to 84 years	765,850	336,986	428,864
85 to 89 years	504,086	199,768	304,318
90 to 94 years	237,609	76,792	160,817

³ History of the Canadian Military, The Canada Guide, <http://www.thecanadaguide.com/basics/the-military/>.

⁴ Statistics Canada. Table 17-10-0005-01. Population estimates on July 1st, by age and sex, Last modified March 6, 2019.

95 to 99 years	69,827	17,143	52,684
100 years and over	9,968	1,774	8,194
18 years and over	29,882,742	14,738,897	15,143,845
Median Age	40.8	39.7	41.8

GEOGRAPHY

Further, the Canadian population of Adults 18+ is heavily concentrated in the provinces of Ontario, Québec, British Columbia, and Alberta. Together, the Adult 18+ populations in these provinces comprise approximately 86.5% of the total adult population.

Canadian Population 18+ by Province/Territory

Province/Territory	Adults 18+	% TOTAL
Alberta	3,344,783	11.2
British Columbia	4,124,710	13.8
Manitoba	1,045,886	3.5
New Brunswick	635,389	2.1
Newfoundland & Labrador	436,240	1.5
Northwest Territories	33,800	0.1
Nova Scotia	794,918	2.7
Nunavut	24,269	<0.1
Ontario	11,573,423	38.7
Prince Edward Island	124,045	0.4
Québec	6,820,087	22.8
Saskatchewan	892,742	3.0
Yukon	32,450	0.1
18 years and over	29,882,742	100.0

LANGUAGE

According to the 2016 Census, the majority of all Canadians speak English most often at home. Approximately 63.9% of all Canadians speak only English most often at home, while 68.2% speak English with or without additional languages most often at home. Only 10.9% of Canadians whose mother tongue was a non-official language still speak a non-official language most often at home.

Language Spoken Most Often at Home

Mother Tongue	Total – Language Spoken Most Often at Home	English	French	Non-Official language	English and French	English and Non-Official Language	French and Non-Official Language	English, French, and Non-Official Language
TOTAL	34,460,060	22,031,185	6,842,955	3,950,050	154,380	1,269,705	147,045	64,740
English	19,349,060	18,996,269	71,405	114,795	28,970	135,885	480	4,845
French	7,065,270	447,675	6,497,370	20,460	67,785	1,555	24,865	5,575
Non-Official Language	7,260,085	2,301,495	212,705	3,741,345	11,995	875,160	86,930	30,455
English and French	157,180	77,515	33,510	2,015	40,330	1,050	495	2,265
English and Non-Official Language	513,245	196,715	865	58,650	1,060	250,185	360	5,415
French and Non-Official Language	84,095	7,090	24,665	9,185	2,025	1,980	32,515	6,640
English, French and Non-Official Language	31,125	8,010	2,440	3,610	2,215	3,900	1,400	9,550

➤ CAF Veteran and Active Military Population Demographics

AGE AND GENDER

Veteran Population

The number of veterans serviced by VAC offices in December 2018 provides a snapshot of males vs. female veterans in Canada. The vast majority (nearly 90%) of all veterans are male, meaning veterans are 79.8% more likely to be male, as compared to the total Canadian population 18 years of age or older.

Total Veterans by Gender, Service Type, and Age (Served by VAC Offices in December 2018)

Age	Total Males			Total Females			TOTAL	% TOTAL
	War Service	CAF	% Male	War Service	CAF	% Female		
≤29	0	1,726	85.9	0	283	14.1	2,009	1.7
30-39	0	8,551	85.4	0	1,463	14.6	10,014	8.5
40-49	0	12,025	83.3	0	2,415	16.7	14,440	12.3
50-59	0	21,743	85.9	0	3,582	14.1	25,325	21.5

60-69	0	14,574	91.0	0	1,448	9.0	16,022	13.6
70-79	0	17,415	96.3	97	577	3.7	18,089	15.4
80-89	2,010	13,237	94.3	270	656	5.7	16,173	13.8
90+	12,268	729	83.9	2,433	70	16.1	15,500	13.2
TOTAL	14,278	90,000	88.7	2,800	10,494	11.3	117,572	100.0

Additionally, all War Service veterans are 80 years of age or older. The majority of CAF veterans (nearly 90%) are at least 40 years of age. Veterans are 41.9% more likely to be 40 years of age or older, as compared to the total Canadian population 18 years of age or older.

Active Regular Force Personnel

A study from the Department of National Defence/ Government of Canada on the State of Military Families in Canada⁵ was used to ascertain the ages of Regular Force (RegF) personnel posted in Canada.

Age Range of RegF Personnel in Canada

Age Range	RegF (Number)	% Total
16-19	1,554	2.46
20-24	8,200	12.96
25-29	12,342	19.51
30-34	12,068	19.07
35-39	9,975	15.77
40-44	7,334	11.59
45-49	5,908	9.34
50-54	4,425	6.99
55-59	1,457	2.30
60-64 ⁶	6	0.01
TOTAL	63,269	100.0

The vast majority (88.24%) of Regular Force members are between the ages of 20-49. Compared to the percentage of persons in each age group in the general Canadian population, this means Regular Force members are 84.58% more likely to be in that age range. In particular, compared to the general Canadian population, Regular Force members are:

- 2.4 times more likely to be 25-29 years old;
- 2.3 times more likely to be 30-34 years old;
- 94.9% more likely to be 35-39 years old;
- 65.3% more likely to be 20-24 years old;

⁵ Manser, L. (2018). *State of Military Families in Canada: Issues Facing Regular Force Members and Their Families*. Ottawa, ON: Canadian Forces Morale and Welfare Services.

⁶ As of July 1, 2004, the compulsory retirement age for Regular Force members is 60. <http://www.forces.gc.ca/en/news/article.page?doc=new-compulsory-retirement-age-for-the-cf/hnocfnhk>. Last visited April 11, 2019.

- 51.5% more likely to be 40-44 years old; and
- 20.7% more likely to be 45-49 years old.

Additionally, the percentage of females serving active duty numbers is slightly higher than in the veteran population, but males still dominate CAF demographics. As of February 1, 2019, there are an estimated 96,822 Regular Force and Primary Reserve members, of which 15,174 (or 15.7%) are female,⁷ leaving males with the lion's share of representation at 84.3% male.

Representation of Women in the CAF

	CAF Total	Women (Number)	Women (% Total)
Regular Force	67,418	10,382	15.4
Primary Reserve	29,404	4,792	16.3
TOTAL	96,822	15,174	15.7

GEOGRAPHY

Canadian Armed Forces personnel are generally not required to live on-base. According to a recent snapshot of military and veteran families in Canada, most military and veteran families are integrated in civilian communities.⁸

Veteran Population

The veteran population comprises the largest share of the total CAF population. Based on information available from Veterans Affairs Canada (VAC), as of March 2018, there are an estimated 649,300 total veterans—approximately 48,300 War Service Veterans (Second World War and Korean War) and 601,000 Canadian Armed Forces Veterans (Regular Forces and Primary Reserves).⁹

Estimated Veteran Population by Province

Province	War Service	CAF	TOTAL	% TOTAL
Alberta	4,200	65,100	69,300	10.7
British Columbia	10,500	81,200	91,700	14.1
Manitoba	2,100	19,000	21,100	3.2
New Brunswick	1,800	28,500	30,300	4.7
Newfoundland & Labrador	600	15,300	15,900	2.4
Nova Scotia	2,500	39,100	41,600	6.4
Ontario	20,200	215,500	235,700	36.3
Prince Edward Island	300	3,700	4,000	0.6
Quebec	3,700	116,900	120,600	18.6
Saskatchewan	1,600	14,700	16,300	2.5
Territories	0	1,900	1,900	0.3

⁷ National Defence / Canadian Armed Forces. (March 7, 2019). *Women in the Canadian Armed Forces*.

⁸ Battams, N. and Mann, R. The Vanier Institute of the Family / L'Institut Vanier de la famille. (2018). *A Snapshot of Military and Veteran Families in Canada*.

⁹ Veterans Affairs Canada. (2018). VAC Facts and Figures Book. *Facts and Figures December 2018 Edition*, 11-12.

Foreign Countries	800	N/A	800	0.1
TOTAL	48,300	601,000	649,300	100.0

Note: Totals may not add due to rounding.

The above table indicates nearly 80% of all veterans reside in the provinces of Ontario, Quebec, British Columbia, or Alberta, which is largely similar to the distribution of all adults in Canada. Less than 1% of veterans do not currently reside in Canada.

Active Regular Force Personnel

Active military personnel are generally stationed on or near military bases. As recently as the mid-2010s, only 15% of military families lived on a base; the majority live within a 30-minute drive to a base. While relocation occurs frequently among active military households, an estimated 8,000 of 10,000 families are moved to new provinces yearly. The majority (57%) of interprovincial moves is to Ontario (30%) and Québec (27%)¹⁰; as such, active military diaspora is mostly consistent with general population distributions.

RegF Population by Province and Base/Support Unit

Base/Support Unit	TOTAL	% Province	% TOTAL
Alberta	7,128	100.0	11.3
(0127) 3 CDSB Edmonton	4,503	63.2	-
(0134) CFB Cold Lake	1,875	26.3	-
(0142) CFB Suffield	106	1.5	-
(6428) 3 CDSB Edmonton, Detachment Wainwright	644	9.0	-
British Columbia	5,085	100.0	8.0
(0103) CFB Esquimalt	4,095	80.5	-
(0133) CFB Comox	990	19.5	-
Manitoba	2,956	100.0	4.7
(0117) CFB Winnipeg	1,693	57.3	-
(0118) CFB Shilo	1,263	42.7	-
New Brunswick	4,799	100.0	7.6
(0105) 5 CDSB Gagetown	4,799	100.0	-
Newfoundland & Labrador	286	100.0	0.5
(0123) CFB Goose Bay	68	23.8	-
(0139) CFS St. John's	101	35.3	-
(0213) CFB Gander	117	40.9	-
Nova Scotia	7,410	100.0	11.7
(0100) CFB Halifax	5,982	80.7	-

¹⁰ Battams, N. and Mann, R. The Vanier Institute of the Family / L'Institut Vanier de la famille. (2018). *A Snapshot of Military and Veteran Families in Canada*.

(0102) CFB Greenwood	1,428	19.3	-
Ontario	24,745	100.0	39.1
(0002) CFSU (OTTAWA)	6,647	26.9	-
(0107) 4 CDSB Petawawa	5,046	20.4	-
(0113) CFB Borden	3,000	12.1	-
(0114) CFB Kingston	3,944	15.9	-
(0125) CFB Trenton	2,756	11.1	-
(0135) CFB North Bay	408	1.6	-
(3536) 4 CDSB Petawawa, Detachment Toronto	1,118	4.5	-
(6399) CANSOFCOM HQ	1,826	7.4	-
Prince Edward Island	0	0.0	0.0
Quebec	10,359	100.0	16.4
(0106) 2 CDSB Valcartier	5,853	56.5	-
(0130) 2 CDSB Valcartier, Detachment Montreal	879	8.5	-
(0138) CFB Bagotville	1,304	12.6	-
(3380) 2 CDSB Valcartier, Detachment St-Jean	2,323	22.4	-
Saskatchewan	458	100.0	0.7
(0121) CFB Moose Jaw	458	100.0	-
Territories	38	100.0	<0.1
(1568) JTFN HQ	38	100.0	-
Unspecified	5	100.0	<0.1
(3162) 3 CSU	1	20.0	-
Not in Source Data	4	80.0	-
TOTAL	63,269	-	100.0

While some territories are slightly over- or under-represented (or not at all, i.e., Prince Edward Island) relative to their general total adult population counterparts, Ontario, Québec, British Columbia, and Alberta together still make up a vast majority of military representation, with nearly 75% of all active military personnel being stationed at bases in those provinces.

LANGUAGE

A profile of Canadian Forces reinforces the entrenchment of bilingualism in the armed forces in order to promote equitable participation among both English- and French- speaking personnel.¹¹ Based on an assessment of the below table, the vast majority (99.8%) of likely Class members can speak an official language (i.e., English or French, or both). English is the predominant language spoken in the military by a slim margin.

¹¹ Park, J. (2008). A profile of the Canadian Forces. *Statistics Canada, Perspectives*, 17-18.

Characteristics of Military Personnel, Aged 15 to 64 (Park 2008)

Official Language	All Military	Regular Forces	Reserve Forces
English Only	53.8%	51.4%	59.9%
French Only	3.8%	3.0%	5.9%
Both	42.2%	45.6%	33.9%
Neither	0.2%	N/A	N/A

- 96.0% of military personnel can speak English—53.8% speak English only, while 42.2% can speak both English and French;
- Only 3.8% of military personnel speak only French; and
- Only 0.2% of military personnel speak neither English nor French.

PHASE I NOTICE PLAN

Notice Strategies

Based on the analysis above, the Phase I Notice Plan consists of a combination of notice placements in mainstream newspapers, and digital media notice on a variety of websites, including a variety of social media platforms.

Notice Tactics

This Notice Plan will reach over 80% of English- and French-speaking adults 18 years of age or older in Canada through the measurable media efforts alone.

- **Mainstream Newspapers:** The court approved Short Form notice will appear as an approximate quarter-page ad unit in a variety of national and regional newspapers. The Short Form notice will be translated and published in French for the French-language publications. The Short Form notice will be published once in each newspaper within 10 days of the issuance of the Order approving the notice of settlement approval hearing.

Newspaper	Language	Ad unit	# of insertions
<i>Le Journal de Montreal</i>	French	Quarter Page	1
<i>La Presse+ (Tablet)</i>	French	Quarter Screen	1
<i>National Post</i>	English	Quarter Page	1
<i>Globe and Mail</i>	English	Quarter Page	1
<i>St. John's Telegram</i>	English	Quarter Page	1
<i>Calgary Herald</i>	English	Quarter Page	1
<i>Ottawa Citizen</i>	French	Quarter Page	1
<i>Saint John Telegraph-Journal</i>	English	Quarter Page	1
<i>Halifax Chronicle Herald</i>	English	Quarter Page	1
<i>Charlottetown Guardian</i>	English	Quarter Page	1
<i>Toronto Star</i>	English	Quarter Page	1

<i>Vancouver Sun</i>	English	Quarter Page	1
<i>Montreal Gazette</i>	English	Quarter Page	1
TOTAL			13

THE GLOBE AND MAIL

- *The Globe and Mail*
 - Format: Broadsheet
 - Notice Size: Quarter Page
 - Audience:
 - Age:
 - Under 35: 33%
 - 35-49: 20%
 - 50-64: 25%
 - 65+: 20%

NATIONAL POST

- *National Post*
 - Format: Broadsheet
 - Notice Size: Quarter Page
 - Audience:
 - 62% Male/ 38% Female
 - Average Age: 46
 - 18-24: 13%
 - 25-34: 20%
 - 35-49: 22%
 - 50-64: 25%
 - 65+: 20%

LA PRESSE

- *La Presse+*
 - Format: Digital (Tablet Edition)
 - Notice Size: Quarter Screen
 - Audience:
 - 54% Male/ 46% Female
 - Age:
 - 18-34: 24%
 - 35-54: 45%
 - 55+: 31%

TORONTO STAR

- *Toronto Star*
 - Format: Broadsheet
 - Notice Size: Quarter Page

THE VANCOUVER SUN

- *The Vancouver Sun*
 - Format: Broadsheet
 - Notice Size: Quarter Page
 - Audience:
 - 50% Male/ 50% Female



- *The Montreal Gazette*
 - Format: Broadsheet
 - Notice Size: Quarter Page
 - Audience:
 - 52% Male/ 48% Female



- *Le Journal de Montréal*
 - Format: Tabloid
 - Notice Size: Third Page
 - Audience:
 - 59% Male/ 41% Female
 - Age:
 - 18-34: 22%
 - 35-49: 24%
 - 50-64: 28%
 - 65+: 23%

CALGARY HERALD

- *Calgary Herald*
 - Format: Broadsheet
 - Notice Size: Quarter Page
 - Audience:
 - 52% Male/ 48% Female
 - Average Age: 50
 - 18-24: 12%
 - 25-34: 17%
 - 35-49: 18%
 - 50-64: 28%
 - 65+: 26%

OTTAWA CITIZEN

- *Ottawa Citizen*
 - Format: Broadsheet
 - Notice Size: Quarter Page
 - Audience:
 - 54% Male/ 46% Female

TELEGRAPH-JOURNAL

- *Saint John Telegraph-Journal*
 - Format: Broadsheet
 - Notice Size: Quarter Page
 - Audience: 21,901



The ChronicleHerald

- *Halifax Chronicle Herald*
 - Format: Broadsheet
 - Notice Size: Quarter Page
 - Audience: 218,000

The Guardian

- *Charlottetown Guardian*
 - Format: Broadsheet
 - Notice Size: Quarter Page
 - Audience: 21,000

➤ Digital Media

- **Networks and Social Media:** To further extend reach, approximately 49 million English- and French-language internet impressions will be purchased and distributed nationwide over a 60-day period. The digital media notices will be targeted to adults 18 years of age or older (Adults 18+) and distributed via the Google Display Network, Facebook, YouTube and LinkedIn platforms. All digital notices will include an embedded link to the case website.



- **GDN** is a vast ad network that reaches over 90% of internet users and harnesses the power of advertising opportunities to over two million websites and apps, including some of the most-visited websites and most recognizable properties on the entire internet.



- **Facebook** is the largest social media platform in terms of both audience size and engagement.



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



- **LinkedIn** is a social networking platform designed specifically for the business community. The goal of the network is to allow registered members to establish and document networks of people they know and trust professional. Over 500 million professionals are on LinkedIn.

The digital media campaign proposed here will be routinely monitored by KCC's digital specialists to analyze key campaign performance indicators (KPIs), like click-through rates

(CTRs) and costs per action (CPAs). This knowledge will be leveraged to allocate placements to sites that have demonstrated successful KPIs throughout the course of the campaign.

Phase I Notice Plan Cost Summary

Media Type	Cost (CAD)*
Newspapers	\$66,688
Digital Media	\$61,222
Professional Services	\$9,000
Tax	\$20,536
TOTAL	\$157,446

PHASE II NOTICE PLAN

Notice Strategies

Based on the analysis above, the Phase II Notice Plan consists of a combination of notice placements in mainstream newspapers and consumer publications, radio advertisements, and digital media notice on a variety of websites, including a variety of social media platforms. The claims period is expected to start on or after February 15, 2020, and run for 18 months. As such, the Phase II notice campaign is anticipated to run from September 2019 to September 2021; the majority of the notice efforts will commence September 2019, with a supplemental digital media campaign occurring prior to the end of the claims period.

Notice Tactics

Following is a summary of the notice tactics for the Phase II Notice Plan. The Phase II Notice Plan will reach over 80% of English- and French-speaking adults 18 years of age or older in Canada through the measurable media efforts alone.

- **Mainstream Newspapers:** The court approved Short Form notice will appear as an approximate quarter-page ad unit in a variety of national and regional newspapers. The Short Form notice will be translated and published in French for the French-language publications. The Short Form notice will be published once in each newspaper following the Approval date and three months prior to the end of the Claims Period.

Newspaper	Language	Ad unit	# of insertions
<i>Le Journal de Montreal</i>	French	Quarter Page	2
<i>La Presse+ (Tablet)</i>	French	Quarter Screen	2
<i>National Post</i>	English	Quarter Page	2
<i>Globe and Mail</i>	English	Quarter Page	2
<i>St. John's Telegram</i>	English	Quarter Page	2
<i>Calgary Herald</i>	English	Quarter Page	2
<i>Ottawa Citizen</i>	French	Quarter Page	2
<i>Saint John Telegraph-Journal</i>	English	Quarter Page	2
<i>Halifax Chronicle Herald</i>	English	Quarter Page	2
<i>Charlottetown Guardian</i>	English	Quarter Page	2
<i>Toronto Star</i>	English	Quarter Page	2
<i>Vancouver Sun</i>	English	Quarter Page	2
<i>Montreal Gazette</i>	English	Quarter Page	2
TOTAL			26



- *The Globe and Mail*
 - Format: Broadsheet
 - Notice Size: Quarter Page

- Audience:
 - Age:
 - Under 35: 33%
 - 35-49: 20%
 - 50-64: 25%
 - 65+: 20%

NATIONAL POST

- *National Post*
 - Format: Broadsheet
 - Notice Size: Quarter Page
 - Audience:
 - 62% Male/ 38% Female
 - Average Age: 46
 - 18-24: 13%
 - 25-34: 20%
 - 35-49: 22%
 - 50-64: 25%
 - 65+: 20%



- *La Presse+*
 - Format: Digital (Tablet Edition)
 - Notice Size: Quarter Screen
 - Audience:
 - 54% Male/ 46% Female
 - Age:
 - 18-34: 24%
 - 35-54: 45%
 - 55+: 31%

TORONTO STAR

- *Toronto Star*
 - Format: Broadsheet
 - Notice Size: Quarter Page

THE VANCOUVER SUN

- *The Vancouver Sun*
 - Format: Broadsheet
 - Notice Size: Quarter Page

- Audience:
 - 50% Male/ 50% Female



- *The Montreal Gazette*
 - Format: Broadsheet
 - Notice Size: Quarter Page
 - Audience:
 - 52% Male/ 48% Female



- *Le Journal de Montréal*
 - Format: Tabloid
 - Notice Size: Third Page
 - Audience:
 - 59% Male/ 41% Female
 - Age:
 - 18-34: 22%
 - 35-49: 24%
 - 50-64: 28%
 - 65+: 23%



- *Calgary Herald*
 - Format: Broadsheet
 - Notice Size: Quarter Page
 - Audience:
 - 52% Male/ 48% Female
 - Average Age: 50
 - 18-24: 12%
 - 25-34: 17%
 - 35-49: 18%
 - 50-64: 28%

- 65+: 26%

OTTAWA CITIZEN

- *Ottawa Citizen*
 - Format: Broadsheet
 - Notice Size: Quarter Page
 - Audience:
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TELEGRAPH-JOURNAL

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The Chronicle Herald

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 - Format: Broadsheet
 - Notice Size: Quarter Page
 - Audience: 218,000

The Guardian

- *Charlottetown Guardian*
 - Format: Broadsheet
 - Notice Size: Quarter Page
 - Audience: 21,000

- **Consumer Publications (Print & Digital Replicas):** An approximate third-page notice will be placed one time each in some or all of the leading standard-size English- and French-language consumer magazines below. The Notice will be translated into French for the French-language publications.

Publication	Language	Print Circulation	Audience (Digital & Print)	Ad Size	# of Insertions
<i>Maclean's</i>	English	173,000	3,850,000	Third Page	1

<i>L'actualité</i>	French	87,000	974,000	Third Page	1
<i>Chatelaine</i>	English	258,000	3,660,000	Third Page	1
<i>Chatelaine</i>	French	90,000	856,000	Third Page	1
TOTAL		608,000	9,340,000		4

MACLEAN'S

- *Maclean's*
 - Issuance: Monthly
 - Notice Size: Third Page
 - Audience:
 - 59% Male/ 41% Female
 - Average Age: 48

L'actualité

- *L'actualité*
 - Issuance: Monthly
 - Notice Size: Third Page
 - Audience:
 - 58% Male/ 42% Female
 - Average Age: 47

CHATELAINE

ENGLISH

- *Chatelaine* (English)
 - Issuance: 6x/year
 - Notice Size: Third Page
 - Audience:
 - 80% Female/ 20% Male
 - Average Age: 52
 - 18-49: 30%
 - 25-54: 53%
 - 35-49: 70%

CHATELAINE

FRENCH

- *Chatelaine* (French)
 - Issuance: 6x/year
 - Notice Size: Third Page
 - Audience:

- 74% Female/ 26% Male
- Average Age: 52
 - 18-49: 15%
 - 25-54: 25%
 - 35-49: 30%

- **Paid Radio Advertisements:** 30-second radio notices will be produced using the court approved radio script and distributed to news talk radio stations across Canada. The paid radio announcements will be broadcast in English or French, as appropriate. A total of 100 spots will be broadcast per station. Forty (40) spots will be broadcast over a four-week period commencing within 10 days of the Approval date, an additional thirty (30) spots will air during the implementation stage, and the remaining thirty (30) will be broadcast three months prior to the end of the Claims Period. Below is a detailed list of radio stations:

Radio Station	Language	Coverage	Total # of Spots
CHQR	English	Calgary	100
CHQT (Global News 880)	English	Edmonton	100
CJNI-FM (News 95.7)	English	Halifax	100
CHML (AM 900)	English	Hamilton	100
CKFR (AM 1150)	English	Kelowna	100
CKGL (570 News)	English	Kitchener-Waterloo	100
CJBK (Newstalk 1290)	English	London	100
CJAD (800)	English	Montreal	100
CHMP (98.5 FM)	French	Montreal	100
UniqueFM 94.5	French	Ottawa	100
CKWX (News 1130)	English	Ottawa	100
CIWW (1310 News)	English	Ottawa-Gatineau	100
CHOI FM (Radio X)	French	Quebec City	100
CJME	English	Regina	100
CKOM	English	Saskatoon	100
CKOY-FM	French	Sherbrooke	100
CKTB (Newstalk 610)	English	St. Catharines-Niagara	100
VOCM+	English	St. John's	100
CFRB (Newstalk 1010)	English	Toronto	100
CKOB-FM	French	Trois-Rivieres	100
CKWX (News 1130)	English	Vancouver	100
CFAX (1070)	English	Victoria	100
CKLW (AM 800)	English	Windsor	100
CJOB-Winnipeg	English	Winnipeg	100

TOTAL			2,400
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➤ **Digital Media**

- **Networks and Social Media:** To further extend reach, approximately 29.4 million English- and French-language internet impressions will be purchased and distributed nationwide over a 60-day period. The digital media notices will be targeted to adults 18 years of age or older (Adults 18+) and distributed via the Google Display Network, Facebook, YouTube and LinkedIn platforms. All digital notices will include an embedded link to the case website.



- **GDN** is a vast ad network that reaches over 90% of internet users and harnesses the power of advertising opportunities to over two million websites and apps, including some of the most-visited websites and most recognizable properties on the entire internet.



- **Facebook** is the largest social media platform in terms of both audience size and engagement.



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



- **LinkedIn** is a social networking platform designed specifically for the business community. The goal of the network is to allow registered members to establish and document networks of people they know and trust professional. Over 500 million professionals are on LinkedIn.

The digital media campaign proposed here will be routinely monitored by KCC's digital specialists to analyze key campaign performance indicators (KPIs), like click-through rates (CTRs) and costs per action (CPAs). This knowledge will be leveraged to allocate placements to sites that have demonstrated successful KPIs throughout the course of the campaign.

➤ **Digital Media – Prior to Claims Deadline**

- **Networks and Social Media:** To further extend reach, approximately 26.6 million English- and French-language internet impressions will be purchased and distributed nationwide over

a 60-day period. The digital media notices will be targeted to Adults 18+ and distributed via the Google Display Network, Facebook, YouTube and LinkedIn platforms. All digital notices will include an embedded link to the case website.

Google Display Network

- **GDN** is a vast ad network that reaches over 90% of internet users and harnesses the power of advertising opportunities to over two million websites and apps, including some of the most-visited websites and most recognizable properties on the entire internet.

facebook

- **Facebook** is the largest social media platform in terms of both audience size and engagement.

YouTube

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

LinkedIn

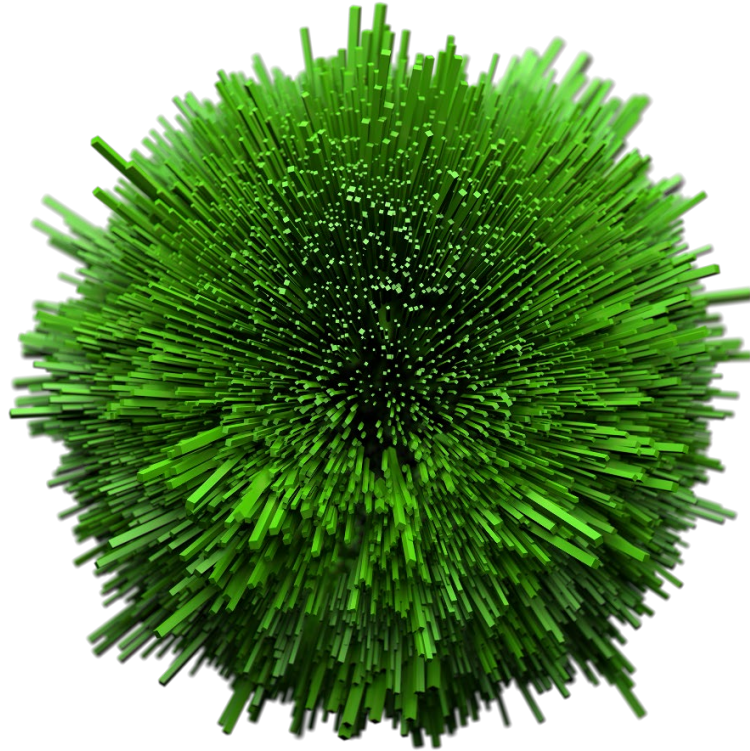
- **LinkedIn** is a social networking platform designed specifically for the business community. The goal of the network is to allow registered members to establish and document networks of people they know and trust professional. Over 500 million professionals are on LinkedIn.

The digital media campaign proposed here will be routinely monitored by KCC's digital specialists to analyze key campaign performance indicators (KPIs), like click-through rates (CTRs) and costs per action (CPAs). This knowledge will be leveraged to allocate placements to sites that have demonstrated successful KPIs throughout the course of the campaign.

Phase II Notice Plan Cost Summary

Media Type	Cost (CAD)*
Radio	\$109,853
Newspapers	\$130,877
Consumer Publications	\$26,959
Digital Media	\$32,050
Professional Services	\$9,000
Tax	\$46,311
Sub-Total	\$355,050
Digital Media – Prior to Claims Deadline	\$32,050
Tax	\$4,807
Sub-Total	\$36,857
TOTAL	\$391,907*

*Best efforts will be made to hold pricing during the Phase II Notice Phase, however KCC/Ricepoint cannot guarantee that media costs will not increase slightly, especially during the 2020 and 2021 calendar years.



CAF/DND Sexual Misconduct Class Action

Pre-Claims Administration Plan

July 9, 2019

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Our Understanding of the Matter - Overview & Objectives

- **Matter:** The Plaintiffs in the proposed class action claim that they experienced sexual harassment, assault and/or other discrimination on the grounds of sex, gender, gender identify and sexual orientation (“Sexual Misconduct”), in connection with their military service with in the Canadian Armed Forces (CAF), the Department of National Defence (DND) and the Staff of the Non-Public Funds (SNPF). The Plaintiffs and the Defendant (“Parties”) recognize and acknowledge that the Sexual Misconduct had harmful effects on the class. The Parties are entering into a proposed settlement to provide compensation and other policy measures to those who suffered direct negative effects of the Sexual Misconduct (“CAF/DND Sexual Misconduct Class Action”).
- The Parties jointly require the services of an interim administrator to perform certain administration duties relating to notice and participation prior to the start of the claims administration process.
- **Services required:** You have asked Deloitte to undertake hosting website, running call centre and collecting participation forms and managing participation at the hearing, and receiving and managing the opt out process (if required).
- **Potential Class Population / Target Audience:** (a) All current and former officers and non-commissioned members of all components of CAF, as well as any individual who served in any branch, corps, service or other group within or forming part of, the Sovereign’s armed or military forces for Canada; (b) All current and former employees of all tenures of the DND and SNPF.
- **External Notice Program: Administrative Component only:**
 - **Phase I Notice:** Administrative components will include the development and management of a dedicated website and call centre where documents related to the matter may be accessed, and questions from potential class members will be answered regarding participation in settlement approval, along with receiving and managing Participation Forms and coordinating the participation of potential Class Members at the Settlement Approval Hearing.
 - **Phase II Notice:** The administrative services component may also involve maintenance of website and call centre, and receiving and managing the opt out process.

Administrative Services

Summary of Requirements¹ – Administrative Services

Service	Content/Channels	Phase I	Phase II
Admin: Web site	<ul style="list-style-type: none"> A neutral informational website with the domain name “CAF/DND Sexual Misconduct Class Actions” will be established where affected individuals can obtain information The website will be established by the interim administrator and maintained until the end of the Claims Period, unless directed to transfer control to the Administrator by the Parties. The website must be established such that it can be transferred to the control of the Administrator and should not include the interim administrator’s branding <i>Note: Deloitte Quote assumes transfer after February 15, 2020</i> 	<p>Website should enable individuals to do the following:</p> <ul style="list-style-type: none"> View court approved Notice documents Obtain Participation Forms and information on where to submit them View the Settlement Agreement in French and English Receive other information about the proposed settlement and the process for participating in the hearing, such as Frequently Asked Questions set out in the Long Form Notice Make general inquiries about the matter via email 	<p>Website should enable individuals to do the following:</p> <ul style="list-style-type: none"> View court approved notice of settlement View the Settlement Agreement in French and English; Obtain opt-out forms and information on where to submit them; Obtain claims forms and information on where to submit them; Make email inquiries and receive further information about the settlement
Admin: Call Centre	<ul style="list-style-type: none"> Services in English and French Established by interim administrator, maintained until end of claims period, unless asked to transfer to Administrator <i>Note: Deloitte Quote assumes transfer after February 15, 2020</i> 	<ul style="list-style-type: none"> Callers to ask questions and receive more information about proposed settlement and ability to participate in the settlement hearing 	<ul style="list-style-type: none"> Callers to ask questions and receive more information about process for opting out or submitting a claim form
Admin: Forms and participation	<ul style="list-style-type: none"> Receipt and management of forms, and coordination of potential Class Members 	<ul style="list-style-type: none"> Receiving and managing participation forms Coordinating the participation of potential Class Members (in consultation with Plaintiffs’ counsel) at the Settlement Approval Hearing 	<ul style="list-style-type: none"> Receiving and managing Opt-Out forms

Administrative Services – Pricing

General Format and Content Requirements			
Services:	Website	Call Centre	Other
Format:	Website will be established by the interim administrator, without interim administrator’s branding, to be transferred to Administrator	Toll Free call centre with services in English and French, to be transferred to Administrator	Receiving and managing participation forms and opt-out forms; coordinating the participation of potential Class Members (in consultation with Plaintiffs’ counsel) at the Settlement Approval Hearing.
Content:	Court documents, FAQs	Provide information about settlement and participation, opt-out and claim process	
Timing:	Assumed starting Phase I (July 10, 2019) until Implementation Date (estimated Feb 15, 2020) ~ 7 months		

Program Components and Fees				
	Initial Set-Up Fees ²	Monthly Fees ³	Management Fees ¹	Total Estimated Fees
Management of Participation Process ¹ (July 10, 2019 – September 19, 2019)	n/a	n/a	\$5,000	\$5,000
Management of Opt Out Process ¹ (Sept 19, 2019 – Feb 15, 2020)	n/a	n/a	\$5,000	\$5,000
Website and Call Centre (July 10, 2019 – Feb 15, 2020)	\$15,000	\$5,000 x 6 months = \$30,000	n/a	\$45,000
Total Fees (\$)	\$15,000²	\$30,000	\$10,000¹	\$55,000

Key Assumptions

Our proposed fees are based on the following key assumptions. Variances from the assumptions listed below may have a material impact on our cost estimate.

1. All content to be hosted on the website (e.g. Settlement Agreement, Opt-Out Form, FAQs) will be provided to Deloitte, in accordance with specifications and timelines, in English and French
2. Relevant dates provided to us:
 - Website is expected to go live on July 17, 2019
 - If Deloitte is requested to manage opt-outs, the period would commence immediately following the settlement approval hearing on September 19-20, 2019
 - Implementation is assumed to be February 15, 2020 (dependent on the timing of the settlement approval order)
3. For website and call centre, our services will be provided from July 10 to February 15, 2020, unless directed otherwise by the parties; if the pre-implementation period is extended, additional fees will apply: \$5,000/month
4. Fees quoted herein are exclusive of HST and other applicable taxes. Refer to slide 6 for details.

Qualifications

Our National Reach and Reputation

Our client service objective is to be more than just your service provider; our vision is to be your most sought after business advisor. In 2010, Deloitte became the single largest professional services organization in the world. Deloitte is also the largest firm in Canada with more than 11,000 people in 60 offices providing audit, tax, consulting and financial advisory services. This gives our clients even greater access to global resources as required, and enables us to make larger investments in new markets and innovation to your benefit.



In addition, programs in Canada, like our 50 Best Managed Companies and Fast 50 Programs expand our reach and connection to the brightest and best minds in the business world. The firm is dedicated to helping its clients and its people excel. Our professionals have been developing effective business solutions and innovative performance improvements for Canadian and international organizations for more than 150 years.

Key Facts and Figures



941 Partners



10,528 Professionals



11,469 Total People



60 Locations

Our Class Action Expertise

Examples of Class Actions

Walmart Photo
Centre Class
Action

LGBT Purge Class
Action

Christian
Brothers of
Ireland in Canada
Class Action

Hormone
Replacement
Therapy Breast
Cancer Class
Action


Deloitte has considerable experience in class action and administration matters with over **\$1 billion** in claims managed. We have the infrastructure and resources to effectively administer class action claims of any size, in multiple jurisdictions, and in both official languages. We combine national coverage with international capabilities; a cross functional team approach with in-depth claims management expertise; and a personal commitment to service with technical excellence.

Whether the situation merits design and oversight services or more comprehensive claims processing, Deloitte's extensive experience in claims administration makes us a valuable ally in providing cost effective solutions to complex claims related situations.



Our Class Action Administration Team

Key Personnel

		Class Action Administration	Due Diligence / File Review	Information Technology
	Joelle Gott Partner Grants and Loans Portfolio Services Joelle leads Deloitte's national Grant & Loan Portfolio Services Practice, which deals with matters ranging from class action administration to credit due diligence to grants & loans administration and monitoring. In addition, Joelle brings 15 years of experience relating to litigation advisory services, specializing in economic damages quantification, valuation advisory and accounting standards and practices. Joelle has led several class actions where Deloitte was engaged to perform a range of services with respect to class action administration in private and public sector, with matters ranging from adjudicating on compensation in accordance with a harms grid to calculation of financial losses as a result of system errors or breach of privacy.	✓	✓	
	Alnoor Nazarali Director Grants and Loans Portfolio Services Alnoor is a Director in our Financial Advisory Services group with several years' experience in Loan and Lease Portfolio Management and Claims administration. He has significant expertise in loan servicing on different system platforms, fast conversion turn around, and complex investor reporting with links/bridges to clients' own systems. Alnoor has worked on several class actions where the Courts appointed Deloitte as Administrator, and Alnoor led the team through claim intake, review, adjudication, communication with parties and ultimate payouts to claimants.	✓	✓	✓
	Zoia Petrossian Manager Grants and Loans Portfolio Services Zoia is a Manager within the Grants and Loans Portfolio Services of our Financial Advisory practice. Zoia is a CPA, CA with experience providing in Audit and Assurance engagements that include advisory services on finance transformation projects, as well as public company audits of large scale mining operations in Canada and the US. Zoia also has significant experience working in the mining industry sector, focused on financial reporting and accounting policy under IFRS, as well as process improvement and training initiatives. As a Manager in the Grants and Loans group, Zoia has worked with team members within Financial Advisory on a number of class actions engagements that involved planning, claims review, team oversight and reporting.	✓	✓	

Selected Experience Summary – Class Action Administration

	Class Action Administration	Bi-lingual Services	Investigative / Due Diligence	Information Technology
Walmart Photocentre Class Action <ul style="list-style-type: none"> Appointed by the Ontario Superior Court as the Claim Administrator of a data security matter involving customers whose information may have been compromised. Performed various functions including vetting and 'de-duping' an email contact list of approximately 1.3 million potential claimants, sending email notices to approximately 850,000 current and former Walmart customers in 2017, providing on-line pdf fillable claims form available from our website Administered claims intake, review and adjudication, and payment of eligible claims with respect to out-of-pocket costs incurred due to the security breach. 	✓	✓	✓	✓
LGBT Purge Class Action <ul style="list-style-type: none"> Appointed by the Federal Court of Canada as the Claims Administrator of the \$110 million settlement in Todd Edward Ross, Marine Roy and Alida Satalic v. Her Majesty the Queen class proceeding pertaining to the LGBT Purge. The action relates to those individuals directly affected by the official policies of the Canadian Armed Forces, the Royal Canadian Mounted Police, and the Federal Public Service which led to the investigation, sanction, and in many cases, sexual and physical assault as well as discharge or termination on the basis that one was unsuitable for service or employment due to one's sexual orientation, gender identity or gender expression, between 1955 and 1996. Deloitte is currently administering this matter, and is responsible for managing and adjudicating claim submissions, , trust fund administration and distribution of payments, operating a contact centre, liaising with Defendant and Plaintiff Counsel, reporting to the Parties, the Exception Committee and the Court, as well as the Assessor through our proprietary claims management system. Deloitte is also managing the issuance of Individual Reconciliation Measures including citation letter, apology letter, file notation and provision of claimant's permanent records. 	✓	✓	✓	✓
Hormone Replacement Therapy Breast Cancer Class Action Settlement <ul style="list-style-type: none"> Appointed by the Supreme Court of British Columbia as the Claim Administrator of a pharmaceutical matter involving hormone replacement therapy drugs. Assembled a specialized team to facilitate the review of supporting medical documentation and determination of class member eligibility. Recalculated the benefit entitlement of applicants under the terms of the settlement. 	✓	✓	✓	✓
Christian Brothers of Ireland in Canada ("CBIC") Settlement and Liquidation <ul style="list-style-type: none"> Appointed by the Superior Court of Justice of the Province of Ontario to be the Provisional Liquidator for the claims against CBIC pertaining to a number of child abuse allegations from former residents of the Mount Cashel Orphanage. Utilized all assets to pay CBIC's liabilities. Executed advertisements for claims as part of notification process. Maintained and registered claims and tagged, logged and scanned all documents relating to specific claims. Reviewed and assessed declaration of claims for eligibility. 	✓	✓	✓	
Dow Corning Breast Implant Class Action Settlements <ul style="list-style-type: none"> Deloitte was appointed to administer 2 distinctly different Dow Corning class action settlements. Both engagements required 7 years to distribute approximately US\$62M in settlement proceeds to eligible Class Members. Dedicated teams in Montreal and Vancouver evaluated complex medical claims for patients implanted with silicone gel. A tiered benefit matrix was used to compensate Class Members in accordance with the severity of their medical condition. Responsible for claim submissions from all provinces with the exception of Ontario. Reported to Settlement Class Counsel, Counsel for the Defense, Superior Court of Quebec and Supreme Court of British Columbia. 	✓	✓		✓

SCHEDULE “F” – CAF/DND NOTICE PLAN

Definitions

1. In this schedule, the following definitions apply:

“**Phase I Notice**” means notice to Class Members of the hearing to approve the Final Settlement Agreement.

“**Phase II Notice**” means notice of the Certification and Court approval of the Final Settlement Agreement, and the process for opting out.

“**Target Audience**” means current and former officers and non-commissioned members of all components of the Canadian Armed Forces (“CAF”), as well as any individual who served in any branch, corps, service or other group within or forming part of, the Sovereign’s armed or military forces for Canada. It also includes current and former federal public service employees of the Department of National Defence (“DND”) of all tenures, including managerial and excluded staff, and the Staff of the Non-Public Funds, Canadian Forces (“SNPF”), including all unionized and non-unionized employees.

Purpose

2. The purpose of this Notice Plan is to:
 - (a) set out the process by which Canada will inform the Target Audience about the CAF/DND Sexual Misconduct Class Action and provide Phase I Notice;
 - (b) if the Final Settlement Agreement is approved, set out the process for the Phase II Notice; and
 - (c) provide ongoing notice throughout the claims period.

Content of Notices

3. Wherever possible Canada will replicate the content of the Court approved notices, but may make minor amendments to the Court approved notices to suit the platform chosen.
4. Where significant changes to the form of notices are contemplated, Canada will first consult with Class Counsel.

Method of notice

Phase I Notice

5. On or before the date set by the Court (but by no later than September 15, 2019), Canada will post or otherwise circulate the Phase I Notice as set out below.
6. Depending on the platform, Canada may use any of the Short Form Notice, Long Form Notice, the Press Release or the Google/Facebook Notice, as appropriate.

Direct notice to current CAF members, DND public service employees and Staff of the Non-Public Funds

7. A message containing a link to the Phase I Notice will be sent directly to the current CAF members and current Staff of the Non-Public Funds by the Chief of the Defence Staff ("CDS") through a "CDS Message", and to current DND employees by the Deputy Minister of Defence ("DM"), via electronic mail or other electronic means. Follow up communication to SNPF will be done by the Chief Executive Officer of the SNPF.
8. Canada will distribute the Phase I Notice to the following locations for posting and/or electronic distribution:
 - (a) The Maple Leaf (a national DND/CAF newspaper with electronic distribution);
 - (b) Defence Team news;
 - (c) All Base and Wing Newspapers;
 - (d) Base, Wing and Unit Routine Orders;
 - (e) CAF units and DND buildings and facilities;
 - (f) CAF Health Services clinics;
 - (g) Conflict and Complaint Management Services Centres across Canada; and
 - (h) DND public service employee unions;
 - (i) SNPF unions;
 - (j) CANEX stores;

- (k) SISIP Offices; and
- (l) SNPF owned properties and facilities.

Postings on Government web and social media sites and other electronic applications

- 9. Canada will post the Phase I Notice or a link to the Notice electronically on the following government websites (internet and intranet), social media posts, Mobile apps, etc.:

Websites:

- (a) DND/CAF social media channels weblink: (<http://www.forces.gc.ca/en/stay-connected.page>);
- (b) CAF Intranet page and subpages: (<http://forces.gc.ca/en/>);
- (c) Sexual Misconduct Response Centre website: (<http://www.forces.gc.ca/en/caf-community-support-services/confidential-counselling.page>) ;
- (d) National Defence and Canadian Forces Ombudsman website: <http://ombudsman.forces.gc.ca/en/>;
- (e) Veterans Affairs Canada social media channels weblink: (<https://www.veterans.gc.ca/eng/stay-connected/social> media);
- (f) Veterans Affairs Canada Services page: (<http://veterans.gc.ca/eng/services>);
- (g) My VAC Account webpage: (https://www.veterans.gc.ca/eng/e_services);
- (h) Salute! webpage: (<https://www.veterans.gc.ca/en/news/salute>);
- (i) Government of Canada LGBTQ2 Secretariat “LGBTQ2 news” website (<https://www.canada.ca/en/privy-council/campaigns/free-to-be-me.html>);
- (j) Canadian Forces Morale and Welfare Services <https://www.cfmws.com>;
- (k) Canadian Armed Forces community at <https://www.cafconnection.ca>; and
- (l) Canadian Forces Community and Veterans at <https://www.Soldieron.ca> and <https://www.supportourtroops.ca>

Social Media Channels:

- (m) DND/CAF social media channels comprised of more than thirty (30) CAF social media channels on various platforms: (<http://www.forces.gc.ca/en/stay-connected.page>);

- (n) National Defence Twitter Page (@NationalDefence);
- (o) CAF Twitter Page (@CanadianForces);
- (p) CAF Facebook Page (@CanadianForces);
- (q) LGBTQ2 Secretariat Twitter site (@freetobeme_ca);
- (r) [Canadian Armed Forces Personnel Support Programs @CF.REC.FC; and](#)
- (s) [Canadian Forces Morale and Welfare Services LinkedIn](#)
<https://www.linkedin.com/company/cfpsa/about/>

Mobile Apps:

- (t) “Respect in the CAF” mobile app.;
- (u) CAF Mobile app.;
- (v) VAC mobile app: Veterans Matter; and
- (w) DND mobile app – HR GO RH;

Posting on other related non-government websites

10. Canada will make a request that the Phase I Notice or a link to the Notice be posted electronically on other related non- government websites, including as follows:
 - (a) Royal Canadian Legion;
 - (b) Corps of Commissionaires;
 - (c) Women in Defence and Security;
 - (d) Conference of Defence Associations Institute;
 - (e) Military Association and Branch websites; and
 - (f) National Association of Federal Retirees.

Posting in other related non-CAF news publications and magazines

11. Canada will make a request that the Phase I Notice be posted in other related non-government news publications and magazines including as follows:

- (a) Canadian Military Family Magazine (print and E-Zine);
- (b) Legion Magazine; and
- (c) Esprit de Corps (print and online).

Phase II Notice

Direct notice to current CAF members, DND public service employees and Staff of the Non-Public Funds

12. If the FSA is approved, a message containing a link to the Phase II Notice will be sent directly to the current CAF members and current Staff of the Non-Public Funds by the CDS through a "CDS Message" and to current DND employees by the Deputy Minister of Defence (DM) all via electronic mail or other electronic means. Follow up communication to SNPF will be done by the Chief Executive Officer of the SNPF.

13. If the FSA is approved, Canada will distribute the Phase II Notice or a link to the Phase II Notice electronically to the following locations for posting and/or electronic distribution:
 - (a) The Maple Leaf (a national DND/CAF newspaper with electronic distribution)
 - (b) Defence Team news;
 - (c) All Base and Wing Newspapers;
 - (d) Base, Wing and Unit Routine Orders;
 - (e) CAF units and DND buildings;
 - (f) CAF Health Services clinics;
 - (g) Conflict and Complaint Management Services Centres across Canada; and
 - (h) DND public service employee unions;
 - (i) SNPF unions;
 - (j) CANEX stores;
 - (k) SISIP offices; and
 - (l) SNPF owned properties and facilities.

Electronic Notice

14. If the FSA is approved, Canada will post a Phase II Notice and/or links to the Notice, Opt Out Form and Individual Application Form/Claim Form, on the platforms set out in paragraph 9 above.
15. Canada will also make a request that the Phase II Notice or a link to the Notice be posted electronically on other related non- government websites as set out in paragraph 10.
16. Canada will also make a request that the Phase II Notice be posted in other related non-government news publications and magazines as set out in paragraph 11.

Ongoing Notice

17. Canada will continue to post Notices and/or links to the Phase II Notice Materials on an ongoing basis throughout, and leading up to, the end of the Claims Period.
18. The Phase II Notice materials may also be displayed in various sizes and formats, in paper or on electronic boards, in all Bases, Wings, HQs, Reserve Units, and other DND/CAF/VAC premises and associated locations (Base and Wing Community Centres, CANEX, Military Family Resource Centres, Messes) and local Branches of the Royal Canadian Legions and ANAVETs across Canada.
19. At its discretion, Canada may explore other options for increasing awareness, which could include posting information in various other Government of Canada locations or kiosks and organizations affiliated with the military and defence.

SCHEDULE “G” - PHASE I SETTLEMENT APPROVAL HEARING NOTICE MATERIALS

NOTICE OF PROPOSED SETTLEMENT IN THE CANADIAN ARMED FORCES/DEPARTMENT OF NATIONAL DEFENCE SEXUAL MISCONDUCT CLASS ACTION (LONG FORM)

Are you a current or former member of the Canadian Armed Forces, or a current or former employee of the Department of National Defence or Staff of the Non-Public Funds, Canadian Forces? Have you experienced sexual harassment, sexual assault or discrimination based on your sex, gender, gender identity or sexual orientation in connection with your military service or DND or SNPF employment? If so, this lawsuit may affect you. Please read this notice carefully.

The Federal Court authorized this notice. This is not a solicitation from a lawyer.

While not admitting liability, the Government of Canada (“**Canada**”) has agreed to a settlement regarding class action lawsuits for current and former members the Canadian Armed Forces (“**CAF**”), and current and former employees of the Department of National Defence (“**DND**”) and/or Staff of the Non-Public Funds, Canadian Forces (“**SNPF**”) who experienced sexual harassment, sexual assault or discrimination based on sex, gender, gender identity or sexual orientation (“**Sexual Misconduct**”) in connection with their military service and/or employment with the DND/SNPF. Seven former members of the CAF (the “**Representative Plaintiffs**”) initiated class action lawsuits.

All current or former CAF members, employees of DND, and/or SNPF who have experienced Sexual Misconduct may be able to receive compensation under the proposed settlement if it is approved by the Court. To be eligible for a payment, you must be a member of either the “CAF Class” or the “DND/SNPF Class”.

“**CAF Class**” is defined as:

All current or former CAF members who experienced Sexual Misconduct up to and including the Approval Date who have not opted out of the Heyder or Beattie Class Actions.

“**DND/SNPF Class**” is defined as:

All current and former employees of DND and of the Staff of the Non-Public Funds, Canadian Forces, who experienced Sexual Misconduct up to and including the Approval Date who have not Opted Out of the Heyder or Beattie Class Actions.

A hearing to determine if the proposed settlement is fair, reasonable and in the best interests of the Class Members is scheduled to take place in Ottawa on September 19 and 20, 2019.

What does the proposed settlement provide?

If approved, the settlement provides:

- a) financial compensation for certain Class Members who experienced Sexual Misconduct connected with their military service and/or employment for DND/SNPF;
- b) the option to participate in a restorative engagement program for survivors to share their experiences of Sexual Misconduct with senior CAF or DND representatives;
- c) changes to CAF policies and other measures addressing Sexual Misconduct in the CAF; and
- d) updates to Veteran's Affairs Canada (VAC) policies related to eligibility for disability payments and reconsideration of claims by a dedicated unit of employees established to assist with these claims.

If the Federal Court approves the proposed settlement, you may make a claim for financial compensation, and you may seek to participate in the restorative engagement program. To do so, you will have to complete an **Individual Application/Claim Form** and send it to the claims administrator during the claims period. More information on how to make a claim and how to request restorative engagement will be available if the proposed settlement is approved.

If the proposed settlement is approved by the Court, Class Members can also “**Opt Out**” if they do not want to be bound by the terms of the settlement. Information about opting out is set out below.

What are your legal rights and options?

1. Do nothing	If you support the settlement agreement, you do not have to do anything right now. Please note that by doing nothing, you will give up any right to object to the settlement and you will give up the right to sue Canada or others on your own or bring a Human Rights complaint in relation to any sexual harassment, sexual assault or discrimination you experienced while serving in the military or as a DND/SNPF employee.
2. Opt Out	If you don't want to be bound by the settlement if it is approved by the Court, you can Opt Out of the class action, at that time. More information about how and when to Opt Out will be provided when and if the settlement is approved. You will have 90 days from the date the Court issues an order approving the settlement to make your decision. If you Opt Out, you will not be entitled to any financial compensation from the settlement, but you will keep your right to sue Canada or others on your own or bring a Human Rights complaint in relation to any sexual harassment, sexual assault or discrimination you experienced while serving in the military or as a DND/SNPF employee, subject to any time or other legal limitations applying to your claim.

	<p>If you have commenced a legal proceeding against Canada for damages resulting from the Sexual Misconduct covered by this settlement and you do not discontinue it before the Opt Out Date fixed by the Court, you will be automatically deemed to have Opted Out of the Settlement and you will not be able to claim compensation.</p> <p>Class Members who died before March 15, 2019 are not eligible for compensation under the settlement. Estates that wish to seek compensation should seek legal advice promptly regarding their options.</p>
3. Submit a statement of support	<p>If you do not wish to attend the hearing, but you would like to explain why you support the settlement, you can complete a Participation Form. This form will include your name, address, and the reasons why you support the settlement. The Participation Form can be found at www.csc.gc.ca. You must mail this Form to ● and it must be received or postmarked no later than August 30, 2019.</p>
4. Object to the proposed settlement	<p>If you do not wish to attend the hearing, but you would like to explain why you object to the settlement, you can also complete a Participation Form. This form will include your name, address, and the reasons why you do not support the settlement. The Participation Form can be found at www.csc.gc.ca. You must mail this Form to ● and it must be received or postmarked no later than August 30, 2019.</p>
5. Participate at the settlement hearing	<p>You can attend the approval hearing at the Federal Court in Ottawa, 90 Sparks Street, on September 19 and 20, 2019 at 10:00 a.m. to participate in the proceeding and voice your support or objection to the proposed settlement in person. The Court will decide if you will be permitted to make oral submissions at the time of the hearing. However, in order to be eligible to participate, you must have completed and submitted the participation form setting out your reasons for supporting or objecting to the proposed settlement.</p>

What kind of compensation am I eligible for?

Your payment will depend on the type of Sexual Misconduct you experienced in connection with your military service and/or DND/SNPF employment and an assessment of the harm you suffered. It will also depend on how many Class Members submit claims. The range of individual compensation for most Class Members is between five thousand dollars (\$5,000) and fifty-five thousand dollars (\$55,000). Class Members who experienced exceptional harm (and in the case of CAF members who have previously been denied VAC benefits in respect of that harm, and whose application for reconsideration is also denied), may be eligible for amounts up to one hundred and fifty-five thousand dollars (\$155,000). Details are explained in the proposed settlement agreement. A copy of the agreement is available here: www.csc.gc.ca.

WHAT THIS NOTICE CONTAINS

Basic information

1. Why did I get this notice?
2. What is a class action?
3. What is this class action about?

4. Why is there a proposed settlement?

Who is included in the lawsuit and proposed settlement?

5. Who are the Representative Plaintiffs in this class action?
6. Who else is included in the proposed settlement?
7. What if I don't want to be included in the lawsuit or settlement?
8. What if I'm not sure whether I'm included in the lawsuit or proposed settlement?

Proposed settlement benefits?

9. What does the proposed settlement provide?
10. How will the lawyers be paid?

Who are the lawyers representing you?

11. Who are the lawyers for the plaintiffs?

What are my legal options?

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13. When and where will the court decide whether to approve the proposed settlement?
14. Do I have to attend the hearing?
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Getting more information

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Basic information

1. Why did I get this notice?

While not admitting liability, Canada has agreed to a settlement of proposed class action lawsuits commenced by former members of the CAF alleging sexual harassment, sexual assault or discrimination based on sex, gender, gender identity or sexual orientation (Sexual Misconduct) in connection with their military service. The Parties have agreed to include the DND/SNPF Class Members to ensure that certain persons working alongside the CAF Class in the Military Workplace are eligible for compensation through this settlement.

The Federal Court authorized this notice to let you know that there is a court hearing scheduled to approve this settlement. If you have received this notice, you may have legal rights and interests that are affected by the proposed settlement. This notice explains what is happening, and what actions you can choose to take.

2. What is a class action?

In a class action, one or more people called “**Representative Plaintiffs**” sue on behalf of people who have similar claims. All of the people who have similar claims are called a “**Class**” or “**Class Members**.” The court resolves the issues for everyone affected, except for those who exclude themselves from the lawsuits by Opting Out.

3. What is this class action about?

The proposed class actions relate to CAF members and DND/SNPF employees who have experienced sexual harassment, sexual assault or discrimination based on sex, gender, gender identity or sexual orientation in connection with their military service or employment for DND/SNPF. Canada has not admitted liability, however, it has agreed to a settlement.

4. Why is there a proposed settlement?

The Representative Plaintiffs and Canada have agreed to a proposed settlement. By agreeing to the proposed settlement, the parties avoid the costs and uncertainty of a trial and delays in obtaining a judgment, and Class Members receive financial compensation and access a restorative engagement program, which are described in this notice and the settlement agreement. In this case, it also means that the Class Members will not need to testify in court. The Representative Plaintiffs and their lawyers believe that the proposed settlement is in the best interests of all Class Members.

Who is included in the law suit and proposed settlement?

5. Who are the Representative Plaintiffs in this class action?

The four former members of the CAF that initiated the lawsuits in the Federal Court are Sherry Heyder, Amy Graham, Nadine Schultz-Nielsen and Larry Beattie. You can contact them through the class counsel: www.●.com. Other similar class actions were filed in Nova Scotia, Quebec, and British Columbia. The plaintiffs in these class actions are Glynis Rogers, Alexandre Tessier, and Nicola Peffers.

6. Who else is included in the Proposed Settlement?

The proposed settlement includes the members of the CAF Class who are defined as follows:

All current or former CAF Members who experienced Sexual Misconduct up to and including the Approval Date who have not opted out of the Heyder or Beattie Class Actions.

CAF Members include officers and non-commissioned members of all components of the Canadian Armed Forces (Regular and Reserve), and any individual who served in any branch, corps, service or another group within or forming part of, the Sovereign's armed or military forces for Canada.

For greater clarity, "member" includes a recruit undergoing basic training and "Reserve Force" includes the Primary Reserve, Cadet Organizations Administration and Training Service (COATS), Canadian Rangers and Supplementary Reserve.

The proposed settlement also includes public service employees of the Department of National Defence and Staff of Non-Public Funds. Members of the DND/SNPF Class are defined as follows:

All current and former employees of DND and of the Staff of the Non-Public Funds, Canadian Forces, who experienced Sexual Misconduct up to and including the Approval Date who have not Opted Out of the Heyder or Beattie Class Actions.

For greater clarity, "employee" includes members of the federal public service of all tenures including indeterminate, determinate, casual, and students but does not include members of the federal public service in an employment relationship with other federal departments or agencies that work with the CAF or DND. If the settlement is approved, all Class Members except those who validly Opt Out of the settlement will be bound by the proposed settlement and will be covered by the releases in the proposed settlement.

7. What if I don't want to be included in the lawsuit or settlement?

If you do not want to be bound by the settlement if it is approved, you will have an opportunity to "**Opt Out**" after the Court has decided whether to approve the Settlement. The Parties have agreed that the Opt-Out Period will be 90 days from the Approval Date (the date the court issues an order approving the settlement).

If you Opt Out, you will not be entitled to any financial compensation from the settlement, but you will keep your right to sue Canada or others on your own or bring a Human Rights complaint about the same legal claims in the lawsuit, subject to any time or other legal limitations applying to your claim.

You may have already commenced a legal proceeding against Canada for damages resulting from Sexual Misconduct suffered in connection with your military service or DND/SNPF employment. If you do not discontinue it on or before the Opt-Out Deadline fixed by the Court when the settlement is approved, you will automatically be deemed to have Opted Out of the settlement.

8. What if I'm not sure whether I'm included in the lawsuits or proposed settlement?

There are people who can help you understand your legal rights and next steps. If you are not sure whether you are included in the proposed settlement, you may call ● with questions or visit www.●.com or ●.

Proposed settlement benefits

9. What does the proposed settlement provide?

If approved, the settlement provides:

- a) financial compensation for certain Class Members who experienced Sexual Misconduct connected with their military service and/or employment for DND/SNPF;
- b) the option to participate in a restorative engagement program for survivors to share their experiences of Sexual Misconduct with senior CAF or DND representatives;
- c) changes to CAF policies and other measures addressing Sexual Misconduct in the CAF; and
- d) changes to Veteran's Affairs Canada (VAC) policies related to eligibility for disability payments and reconsideration of claims by a dedicated unit of employees established to assist with these claims.

Summary of Compensation Terms

Canada has agreed to pay a maximum of eight hundred million dollars (\$800 million) in respect of the CAF Class Members ("**Aggregate Compensation Cap – CAF Class**") and a maximum of one hundred million dollars (\$100 million) in respect of the DND/SNPF Class Members ("**Aggregate Compensation Cap – DND/SNPF Class**") who are eligible for compensation, as follows (the "**Individual Payments**"):

Category	Compensation Level	
A. Sexual harassment, gender-based and LGBTQ2+ based discrimination limited to women and those who identify as LGBTQ2+ limited to incidents occurring after April 17, 1985	\$5,000	
B1. Targeted or ongoing or severe sexual harassment and/or sexual assault in the form of unwanted sexual touching	Low Harm	\$5,000
	Medium Harm	\$10,000
	High Harm	\$20,000

B2. Sexual assault in the form of sexual attack or sexual activity where no consent or unable to consent	Low Harm	\$30,000
	Medium Harm	\$40,000
	High Harm	\$50,000
C. Enhanced Payment: Class Members who suffer or suffered from PTSD or other diagnosed mental injuries, or physical injuries arising from sexual assault or sexual harassment for which, for CAF Members, VAC benefits have been applied for and denied and/or have sought reconsideration and been denied.	Low Harm	\$50,000
	Medium Harm	\$75,000
	High Harm	\$100,000

More detailed information about Class Member eligibility, the harm thresholds and limitations on eligibility can be found in the proposed settlement agreement, which is available here: [●](#).

If the total amount of payments to CAF Class Members is less than two hundred million dollars (\$200 million), CAF Class Members may receive up to an additional 15% of the amounts payable to each person. If the total payable to CAF Class Members is still less than \$200 million, then Canada will make available an amount equal to the difference so long as it does not exceed twenty five million dollars (\$25 million) which will be used for collective measures aimed at increasing awareness and culture change as agreed by the Parties. If the total amount of payments to CAF Class Members exceeds \$200 million, Canada will make available two-million dollars (\$2 million) which can be used for collective measures aimed at increasing awareness and culture change as agreed by the Parties. The total amount of individual payments to CAF Class Members cannot exceed \$800 million. If the total amount of payments to CAF Class Members exceeds \$800 million, the individual payments to CAF Class Members will be reduced on a *pro rata* basis so that the total amount of payments to CAF Class Members does not exceed \$800 million.

If the total amount of payments to DND/SNPF Class Members is less than twenty-five million dollars (\$25 million), DND/SNPF Class members may receive up to an additional 15% of the amounts payable to each person. If the total amount of payments to DND/SNPF Class Members exceeds \$100 million, the individual payments to DND/SNPF Class Members will be reduced on a *pro rata* basis so that the total amount of payments to DND/SNPF Class Members does not exceed \$100 million.

If either the total amount of payments to the CAF Class or the DND/SNPF Class exceeds the funds available for each group, but the total amount of payments to the other Class does not exceed the funds available, funds may be transferred for the benefit of the other Class, provided that this does not deprive that Class of the 15% increase to each Individual Payment.

Canada will only pay the amounts assessed as owing to Class Members and the amount agreed upon for collective measures.

Restorative Engagement

Class members may also request to participate in a program of restorative engagement that has been designed to allow Class Members to share their experiences of sexual harassment, sexual assault, and/or discrimination based on gender or LGBTQ2+ status with senior CAF and/or DND representatives in a safe and respectful environment. The aim of this process is to allow Class Members to be heard and acknowledged, to contribute to culture change by increasing awareness and understanding of the experiences of Class Members and begin the process of restoring the relationship between Class Members and the CAF and DND. This program will be developed by the Sexual Misconduct Response Centre, in consultation with external experts. Participation in restorative engagement will be completely voluntary and the program will not include the involvement of perpetrators of the Sexual Misconduct.

CAF Measures

The settlement also includes several policy measures and initiatives intended to provide support and increase awareness around the issue of Sexual Misconduct within the CAF.

These include consultations with plaintiff representatives on support for survivors of Sexual Misconduct, as well as efforts to increase gender representation and diversity in the CAF. Canada has agreed to conduct a comprehensive external review to assess the progress made by the CAF in addressing issues of Sexual Misconduct through Operation HONOUR and the Sexual Misconduct Response Centre.

More details are in a document called the proposed settlement agreement, which is available at www.csc.gc.ca.

10. How will the lawyers be paid?

Class Counsel will not be paid until the Federal Court declares that the proposed legal fees are fair and reasonable.

Class Counsel will ask for approval of fees in the amount of \$26.56 million, plus repayment of reasonable disbursements and applicable tax. The Federal Court will decide the value of fees and disbursements to award. These amounts will be paid directly by Canada and will not be deducted from any amounts that eligible Class Members may receive.

Who are the lawyers representing you?

11. Who are the lawyers for the Plaintiffs?

The lawyers for the Plaintiffs are:

- Koskie Minsky LLP of Toronto, Ontario;
- Raven, Cameron, Ballantyne & Yazbeck LLP of Ottawa, Ontario;
- Wagners of Halifax, Nova Scotia;
- Acheson Sweeney Foley Sahota LLP of Victoria, British Columbia; and
- Quessy Henry St-Hilaire, avocats of Quebec City, Quebec.

You are welcome to seek legal advice from these lawyers concerning the settlement and your claim – at any time and at no cost to you. If you want to be represented by or receive advice from another lawyer, you may hire one at your own expense to appear in court for you.

What are my legal options?

12. How do I tell the court if I support or object to the proposed settlement?

There are three ways to voice your opinion about the proposed settlement:

<p>1. Submit a statement of support</p>	<p>If you do not wish to attend the hearing, but you would like to explain why you support the settlement, you can complete a Participation Form. This form will include:</p> <ul style="list-style-type: none"> • Your name, address, and telephone number; • A statement saying that you support the proposed settlement; • The reasons you support the proposed settlement, along with any supporting materials; and • Your signature. <p>The Participation Form can be found at www.●.com. You must mail this Form to CONTACT DETAILS and it must be received or postmarked no later than August 30, 2019.</p>
<p>2. Object to the proposed settlement</p>	<p>If you do not wish to attend the hearing, but you would like to object to the settlement, you can also complete a Participation Form. This form will include:</p> <ul style="list-style-type: none"> • Your name, address, and telephone number; • A statement saying that you object to the proposed settlement; • The reasons you object to the proposed settlement, along with any supporting materials; and • Your signature. <p>The Participation Form can be found at www.●.com. You must mail this Form to CONTACT DETAILS and it must be received or postmarked no later than August 30, 2019.</p>
<p>3. Participate at the settlement hearing</p>	<p>You can attend the approval hearing at the Federal Court in Ottawa, 90 Sparks Street, on September 19 and 20, 2019 at 10:00 a.m. to participate in the proceeding and voice your support or objection to the proposed settlement in person. The Court will decide if you will be permitted to make oral submissions at the time of the hearing. However, in order to be eligible to participate, you must have completed and submitted the Participation Form setting out your reasons for supporting or objecting to the proposed settlement.</p>

What are the details of the approval hearing?

The Federal Court will hold a hearing to decide whether to approve the proposed settlement and the request for Plaintiffs' counsel's legal fees, disbursements and taxes (the "Approval Hearing").

13. When and where will the court decide whether to approve the proposed settlement?

The Approval Hearing will take place in Ottawa, Ontario at the Federal Court located at 90 Sparks, Street, on September 19 and 20, 2019 at 10:00 a.m.

The hearing date may be moved to different dates or times without additional notice. Please check www.●.com or call ● in advance if you are planning to attend.

At the hearing, the Federal Court will consider whether the proposed settlement is fair, reasonable, and in the best interests of the Class. If there are objections, the Court will consider them and will listen to people who have filed a participation form and asked to speak at the hearing.

After the hearing, the Court will decide whether to approve the proposed settlement and Class Counsel's legal fees. We do not know how long these decisions will take.

14. Do I have to attend the hearing?

No. Class Counsel will answer questions from the Court. However, you or your own lawyer are welcome to participate at your own expense – either to show your support for or to object to the proposed settlement. If you send a participation form, you do not have to come to the Court to talk about it. If you mailed your written participation form on time, the Court will consider it. You may also have your own lawyer attend at your own expense, but it is not necessary.

15. May I speak at the Approval Hearing?

Yes, you may ask the Court for permission to speak at the Approval Hearing if you wish to support or object to the proposed settlement. If you'd like to participate, you must submit a Participation Form, indicating you wish to speak. The Participation Form can be found at www.●.com.

16. What if I do nothing?

If you do nothing, the Approval Hearing will proceed, and the Court will consider whether the proposed settlement is fair, reasonable, and in the best interests of the Class without your views on the matter. If the settlement is approved, you will have an opportunity to Opt Out at that time.

GETTING MORE INFORMATION

17. How do I get more information?

This notice summarizes the proposed settlement. More details are in the settlement agreement. You can get a copy of the agreement at www.●.com. You can send your questions to **CAF/DND Sexual Misconduct Class Action**, c/o ● or by email at ●. You may also call the toll-free number 1-833-346-6178.

You may also seek legal advice from the lawyers for the plaintiffs concerning the settlement and your claim at any time at no cost to you.

NOTICE OF PROPOSED SETTLEMENT IN THE CANADIAN ARMED FORCES/DEPARTMENT OF NATIONAL DEFENCE SEXUAL MISCONDUCT CLASS ACTION (SHORT FORM)

Are you a current or former member of the Canadian Armed Forces, or a current or former employee of the Department of National Defence or Staff of Non-Public Funds, Canadian Forces? Have you experienced sexual harassment, sexual assault or discrimination based on your sex, gender, gender identity or sexual orientation in the connection with your military service or DND or SNPF employment? If so, this lawsuit may affect you. Please read this notice carefully.

The Federal Court authorized this notice. This is not a solicitation from a lawyer.

While not admitting liability, the Government of Canada (“**Canada**”) has agreed to a settlement regarding a class action lawsuit for current and former members of the Canadian Armed Forces (“**CAF**”), current and former employees of the Department of National Defence (“**DND**”) and/or Staff of the Non-Public Funds, Canadian Forces (“**NPF**”) who experienced sexual harassment, sexual assault or discrimination based on sex, gender, gender identity or sexual orientation (“**Sexual Misconduct**”) in connection with their military service and/or employment with the DND/SNPF. Seven former members of the CAF (the “**Representative Plaintiffs**”) initiated class action lawsuits.

All current or former CAF members, employees of DND and/or SNPF who have experienced Sexual Misconduct may be eligible to receive compensation under the proposed settlement if it is approved by the Court. To be eligible for a payment you must be a member of either the CAF Class or the DND/SNPF Class.

“**CAF Class**” is defined as:

All current or former CAF Members who experienced Sexual Misconduct up to and including the Approval Date, who have not opted out of the Heyder or Beattie Class Actions.

“**DND/SNPF Class**” is defined as:

All current and former employees of DND and of the Staff of the Non-Public Funds, Canadian Forces, who experienced Sexual Misconduct up to and including the Approval Date, who have not Opted Out of the Heyder or Beattie Class Actions.

A hearing to determine if the proposed settlement is fair, reasonable and in the best interests of the Class Members is scheduled to take place in Ottawa on September 19 and 20, 2019.

What does the proposed settlement provide?

If approved, the settlement provides:

- a) financial compensation for certain Class Members who experienced Sexual Misconduct connected with their military service and/or employment for DND/SNPF;
- b) the option to participate in a restorative engagement program with opportunities for survivors to share their experiences of Sexual Misconduct with senior CAF and/or DND representatives;
- c) changes to CAF policies and other measures addressing Sexual Misconduct in the CAF; and
- d) updates to Veterans Affairs Canada (VAC) policies related to eligibility for disability payments and reconsideration of claims.

If the Federal Court approves the proposed settlement, you may make a claim for financial compensation, and you may seek to participate in the restorative engagement program. To do so, you will have to complete an **Individual Application/Claim Form** and send it to the claims administrator during the claims period. More information on how to make a claim and how to request restorative engagement will be available if the proposed settlement is approved.

If the proposed settlement is approved by the Court, Class Members can also “**Opt Out**” if they do not want to be bound by the terms of the settlement. Information about opting out is set out below.

What are your legal rights and options?

1. Do nothing	If you support the settlement agreement, you do not have to do anything right now. Please note that by doing nothing, you will give up any right to object to the settlement and you will give up the right to sue Canada or others on your own or bring a Human Rights complaint in relation to any sexual harassment, sexual assault or discrimination you experienced while serving in the military or as a DND/SNPF employee.
2. Opt Out	<p>If you don't want to be bound by the settlement if it is approved by the Court, you can Opt Out of the class action, at that time. More information about how and when to Opt Out will be provided when and if the settlement is approved. You will have 90 days from the date the Court issues an order approving the settlement to make your decision. If you Opt Out, you will not be entitled to any financial compensation from the settlement, but you will keep your right to sue Canada or others on your own or bring a Human Rights complaint in relation to any sexual harassment, sexual assault or discrimination you experienced while serving in the military, or as a DND/SNPF employee, subject to any time or other legal limitations applying to your claim.</p> <p>If you have commenced a legal proceeding against Canada for damages resulting from the Sexual Misconduct covered by this settlement and you do not discontinue it before</p>

	<p>the Opt Out Date fixed by the Court, you will be automatically deemed to have Opted Out of the Settlement and you will not be able to claim compensation.</p> <p>Class Members who died before March 15, 2019 are not eligible for compensation under the settlement. Estates that wish to seek compensation should seek legal advice promptly regarding their options.</p>
3. Submit a statement of support	<p>If you do not wish to attend the hearing, but you would like to explain why you support the settlement, you can complete a Participation Form. This form will include your name, address, and the reasons why you support the settlement. The Participation Form can be found at www.●.com. You must mail this Form to ● and it must be received or postmarked no later than August 30, 2019.</p>
4. Object to the proposed settlement	<p>If you do not wish to attend the hearing, but you would like to explain why you object to the settlement, you can also complete a Participation Form. This form will include your name, address, and the reasons why you do not support the settlement. The Participation Form can be found at www.●.com. You must mail this Form to ● and it must be received or postmarked no later than August 30, 2019.</p>
5. Participate at the settlement hearing	<p>You can attend the approval hearing at the Federal Court in Ottawa, 90 Sparks Street, on September 19 and 20, 2019 at 10:00 a.m. to participate in the proceeding and voice your support or objection to the proposed settlement in person. The Court will decide if you will be permitted to make oral submissions at the time of the hearing. However, in order to be eligible to participate, you must have completed and submitted the participation form setting out your reasons for supporting or objecting to the proposed settlement.</p>

What kind of compensation am I eligible for?

Your payment will depend on the type of Sexual Misconduct you experienced in connection with your military service and/or DND/SNPF employment and an assessment of the harm you suffered. It will also depend on how many Class Members submit claims. The range of individual compensation for most Class Members is between five thousand dollars (\$5,000) and fifty-five thousand dollars (\$55,000). Class Members who experienced exceptional harm (and in the case of CAF Members who have previously been denied VAC benefits in respect of that harm, and whose application for reconsideration also denied), may be eligible for amounts up to one hundred and fifty-five thousand dollars (\$155,000). Details are explained in the proposed settlement agreement. A copy of the agreement is available here: www.●.com.

For Immediate Release

Contact:
Phone:
Email:

Press Release

Certification and Settlement Hearing Announced Regarding the Canadian Armed Forces/Department of National Defence Sexual Misconduct Class Action

(Ottawa, ON – Month, Date) While not admitting liability, the Government of Canada has agreed to a settlement regarding class action lawsuits initiated by seven former members of the Canadian Armed Forces (CAF) on behalf of current and former members of the CAF and current and former employees of the Department of National Defence (DND) and/or Staff of the Non-Public Funds, Canadian Forces, who experienced sexual harassment, sexual assault or discrimination based on sex, gender, gender identity or sexual orientation (“Sexual Misconduct”) in connection with their military service, and/or employment.

The Federal Court will hold a hearing on **September 19 and 20, 2019** in Ottawa to decide if the proposed settlement is fair, reasonable and in the best interests of the class, and if approved, will certify these lawsuits for the purposes of settlement. The proposed settlement provides financial compensation, the option to participate in a restorative engagement program, and several other measures aimed at addressing Sexual Misconduct in the Canadian Armed Forces. The Federal Court must certify these lawsuits as class actions and approve the proposed settlement before money is available and other aspects of the settlement are implemented.

Current and former members of the CAF and current and former employees of DND and Staff of the Non-Public Funds who experienced Sexual Misconduct in the military workplace may be able to receive compensation under the proposed settlement if it is approved by the Court. The range of individual compensation for most eligible Class Members is \$5,000 and \$55,000. The payment will depend on the type of Sexual Misconduct and an assessment of the harm suffered. Payment amounts will also depend on how many Class Members submit claims in the proposed settlement. CAF Class Members who experienced exceptional harm and who have previously been denied VAC benefits in respect of that harm, and whose application for reconsideration is also denied may be eligible for amounts up to \$155,000. The details are

explained in the proposed Settlement Agreement. A copy of the Settlement Agreement is available here: www.●.com.

Backgrounder

If it is approved by the Court, eligible Class Members may be able to receive compensation under the proposed settlement or they may choose to opt out of the proposed settlement. They have the following legal rights and options:

- 1. Do nothing**

If you support the settlement agreement, you do not have to do anything right now. Please note that by doing nothing, you will give up any right to object to the settlement and you will give up the right to sue Canada or others on your own or bring a Human Rights complaint in relation to any sexual harassment, sexual assault or discrimination you experienced while serving in the military or as a DND/SNPF employee.
- 2. Opt Out**

If you don't want to be bound by the settlement if it is approved by the Court, you can Opt Out of the class action, at that time. More information about how and when to Opt Out will be provided when and if the settlement is approved. You will have 90 days from the date the Court issues an order approving the settlement to make your decision. If you Opt Out, you will not be entitled to any financial compensation from the settlement, but you will keep your right to sue Canada or others on your own or bring a Human Rights complaint in relation to any sexual harassment, sexual assault or discrimination you experienced while serving in the military, or as a DND/SNPF employee, subject to any time or other legal limitations applying to your claim.

If you have commenced a legal proceeding against Canada for damages resulting from the Sexual Misconduct covered by this settlement and you do not discontinue it before the Opt Out Date fixed by the Court, you will be automatically deemed to have Opted Out of the Settlement and you will not be able to claim compensation.

Class Members who died before March 15, 2019 are not eligible for compensation under the settlement. Estates that wish to seek compensation should seek legal advice promptly regarding their options.
- 3. Submit a statement of support**

If you do not wish to attend the hearing, but you would like to explain why you support the settlement, you can complete a **Participation Form**. This form will include your name, address, and the reasons why you support the settlement. The Participation Form can be found at www.●.com. You must mail this Form to ● and it must be received or postmarked no later than **August 30, 2019**.
- 4. Object to the proposed settlement**

If you do not wish to attend the hearing, but you would like to explain why you object to the settlement, you can also complete a **Participation Form**. This form will include your name, address, and the reasons why you do not support the settlement. The Participation Form can be found at www.●.com. You must mail this Form to ● and it must be received or postmarked no later than **August 30, 2019**.

5. **Participate at the settlement hearing**

You can attend the approval hearing at the **Federal Court in Ottawa, 90 Sparks Street, on September 19 and 20, 2019 at 10:00 a.m.** to participate in the proceeding and voice your support or objection to the proposed settlement in person. The Court will decide if you will be permitted to make oral submissions at the time of the hearing. However, in order to be eligible to participate, you must have completed and submitted the participation form setting out your reasons for supporting or objecting to the proposed settlement.

For more information, please visit www.●.com, call ●, email ●, or write to CAF/DND Sexual Misconduct Class Action, c/o ●.

GOOGLE/FACEBOOK NOTICE

Canadian Armed Forces/Department of National Defence Sexual Misconduct Class Action Settlement [\[hyperlinked to website\]](#)

[\[email\]](#) [\[phone number\]](#)

Were you directly affected by Sexual Misconduct in the CAF/DND in the military workplace? If so, a proposed settlement may affect your rights. Learn more about the law suit and proposed settlement, who is included, your legal rights and options, and the details of the approval hearing.

SCHEDULE “H” – PARTICIPATION FORM

Canadian Armed Forces and Department of National Defence Sexual Misconduct Class Action

PARTICIPATION FORM

**ONLY USE THIS FORM IF YOU WANT TO REGISTER YOUR SUPPORT OR OBJECTION
TO THE PROPOSED SETTLEMENT**

TO: Canadian Armed Forces (CAF)/Department of National Defence (DND) Sexual
Misconduct Class Actions Settlement
[ADDRESS]

RE: CAF/DND Sexual Misconduct Class Actions Settlement

My name is

I am a (please specify):

- ☐ I am a current or former member of the CAF or a current or former employee of the DND or the Staff of the Non-Public Funds (SNPF), Canadian Forces, who experienced sexual harassment, sexual assault, or discrimination on the grounds of sex, gender, gender identity or sexual orientation in connection with my military service or my employment for DND or the SNPF.

For the reasons stated below, I:

- | | |
|---|---|
| <input type="checkbox"/> SUPPORT the terms of settlement | <input type="checkbox"/> OBJECT TO the terms of settlement |
| <input type="checkbox"/> SUPPORT the legal fees | <input type="checkbox"/> OBJECT TO the legal fees |

I am supporting or objecting to the Proposed Settlement or legal fees for the following reasons (please attach extra pages if you require more space):

<input type="checkbox"/>	I have enclosed copies of documentation supporting my support or objection. (You do not have to attach any documents).
<input type="checkbox"/>	I have NOT enclosed documentation supporting my objections and I do not intend to provide any.
<input type="checkbox"/>	I do NOT intend to appear at the hearing of the motion to approve the proposed settlement, and I understand that my support or objection will be filed with the court prior to the hearing of the motion on September 19 and 20, 2019 in Ottawa, Ontario.
<input type="checkbox"/>	I intend to appear, in person or by counsel, and to make submissions at the hearing on September 19 and 20, 2019 in Ottawa, Ontario.

MY ADDRESS FOR SERVICE IS:

Name:

Address:

Tel.:

Fax:

Email:

Date:

MY LAWYER'S ADDRESS FOR SERVICE IS (if applicable, but you do not need a lawyer to object):

Name:

Address:

Tel.:

Fax:

Email:

Signature:

SCHEDULE “I” - PHASE II CERTIFICATION AND SETTLEMENT APPROVAL NOTICE MATERIALS

NOTICE OF CERTIFICATION AND SETTLEMENT IN THE CANADIAN ARMED FORCES AND DEPARTMENT OF NATIONAL DEFENCE SEXUAL MISCONDUCT CLASS ACTION (LONG FORM)

If you experienced sexual harassment, sexual assault or discrimination based on your sex, gender, gender identity or sexual orientation while serving in the Canadian Armed Forces or while employed for the Department of National Defence or for the Staff of the Non-Public Funds, Canadian Forces, this lawsuit may affect you. Please read this notice carefully.

The Federal Court authorized this notice. This is not a solicitation from a lawyer.

Seven former members of the Canadian Armed Forces (the “**Representative Plaintiffs**”) initiated class action lawsuits against the Government of Canada (“**Canada**”) alleging sexual harassment, sexual assault or discrimination based on sex, gender, gender identity or sexual orientation (“**Sexual Misconduct**”) in connection with their military service. On consent of the parties, on •, the Federal Court certified the lawsuits as a class proceeding and approved a settlement agreement that provides compensation to current and former members the Canadian Armed Forces (“**CAF**”) and current and former employees of the Department of National Defence (“**DND**”) and Staff of the Non-Public Funds, Canadian Forces (“**SNPF**”) who experienced Sexual Misconduct. The settlement is not be construed as an admission of liability on the part of Canada.

All current or former CAF members who have experienced Sexual Misconduct may be able to receive compensation under the settlement. To be eligible for a payment, you must be a member of the class. **Class Members** have been defined by the Approval Order granted by the Federal Court on • as follows:

“**CAF Class Members**” are defined as:

All current or former CAF members who experienced Sexual Misconduct up to and including the Approval Date who have not opted out of the Heyder or Beattie Class Actions.

“**DND/SNPF Class Members**” are defined as:

All current and former employees of DND and of the Staff of the Non-Public Funds, Canadian Forces, who experienced Sexual Misconduct up to and including the Approval Date who have not Opted Out of the Heyder or Beattie Class Actions.

This notice sets out how Class Members can make claims for compensation and the deadline for doing so.

VAC has clarified its approach to claims for disability arising from sexual assault and harassment

VAC has updated and clarified its approach and policies for determining claims for benefits involving an injury or disease resulting from sexual assault and sexual harassment. You may be able to apply to VAC for review or reconsideration if you have already been denied VAC benefits in relation to past claims arising from sexual assault or sexual harassment connected to your military service. If you haven't applied before, you may also want to consider applying for VAC benefits under the updated policies. More information about the updates to VAC's policies relating to injuries from sexual assault and sexual harassment are available here: www.vac.gc.ca.

What does the proposed settlement provide?

The settlement provides:

- a) financial compensation for certain Class Members who experienced Sexual Misconduct connected with their military service and/or employment for DND/SNPF;
- b) the option to participate in a restorative engagement program for survivors to share their experiences of Sexual Misconduct with senior CAF or DND representatives;
- c) changes to CAF policies and other measures addressing Sexual Misconduct in the CAF; and
- d) updates to Veteran's Affairs Canada (VAC) policies related to eligibility for disability payments and reconsideration of claims by a dedicated unit of employees established to assist with these claims.

What are your legal rights and options?

Do nothing	If you do nothing, you will give up the right to collect under the settlement and you will give up your right to sue Canada or others on your own or bring a Human Rights complaint in relation to any sexual harassment, sexual assault or discrimination you experienced while serving in the military.
Submit a Claim Form	In order to make a claim for financial compensation, and/or seek to participate in the restorative engagement program, you must submit an Individual Application / Claim Form together with all supporting documentation to the Administrator by •. Claim Forms are available from the Administrator and may also be accessed and completed electronically here •. Claims will be accepted as of •. The deadline to file a Claim Form is •.
Opt Out	If you don't want to be bound by the settlement, you can Opt Out of the class action. You will have until • to submit your Opt Out Form to the Administrator. Opt Out Forms are available from the Administrator and may also be accessed and

	<p>completed electronically here •. If you Opt Out, you will not be entitled to any financial compensation from the settlement, but you will keep your right to sue Canada or others on your own or bring a Human Rights complaint in relation to any sexual harassment, sexual assault or discrimination you experienced while serving in the military, subject to any time or other legal limitations applying to your claim.</p> <p>If you have commenced a legal proceeding against Canada for damages resulting from the Sexual Misconduct covered by this settlement and you do not discontinue it before •, you will be automatically deemed to have Opted Out of the Settlement and you will not be able to claim compensation.</p> <p>Class Members who died before March 15, 2019 are not eligible for compensation under the settlement. Estates that wish to seek compensation should seek legal advice promptly regarding their options.</p>

What kind of compensation am I eligible for?

Your payment will depend on the type of Sexual Misconduct you experienced in connection with your military service and/or DND/SNPF employment and an assessment of the harm you suffered. It will also depend on how many Class Members submit claims. The range of individual compensation for most Class Members could be between five thousand dollars (\$5,000) and fifty-five thousand dollars (\$55,000). Class Members who experienced exceptional harm (and in the case of CAF Members who have previously been denied VAC benefits in respect of that harm, and whose application for reconsideration is also denied), may be eligible for amounts up to one hundred and fifty-five thousand dollars (\$155,000). Details are explained in the settlement agreement. A copy of the court approved settlement agreement is available here: www.●.com.

WHAT THIS NOTICE CONTAINS

Basic information

1. Why did I get this notice?
2. What is a class action?
3. What is this class action about?
4. Why is there a settlement?

Who is included in the settlement?

5. Who are the Representative Plaintiffs in this class action?
6. Who else is included in the settlement?
7. What if I don't want to be included in the settlement?
8. What if I'm not sure whether I'm included in the settlement?

What are the settlement benefits?

9. What does the settlement provide?
10. How will the lawyers be paid?

Who are the lawyers representing you?

11. Who are the lawyers for the plaintiffs?

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Basic information

1. Why did I get this notice?

While not admitting liability, Canada agreed to a settlement of proposed class action lawsuits commenced by former members of the CAF alleging sexual harassment, sexual assault or discrimination based on sex, gender, gender identity or sexual orientation (Sexual Misconduct) in connection with their military service. The Parties have agreed to include the DND/SNPF Class Members to ensure that certain persons working alongside the CAF Class in the Military Workplace are eligible for compensation through this settlement.

On •, the Federal Court certified the lawsuits as class proceedings and approved the settlement agreement entered into by the Parties. If you have received this notice, you may have legal rights and interests that are affected by the settlement. This notice explains what is happening, and what actions you can choose to take.

2. What is a class action?

In a class action, one or more people called "**Representative Plaintiffs**" sue on behalf of people who have similar claims. All of the people who have similar claims are called a "**Class**" or "**Class Members**." The court resolves the issues for everyone affected, except for those who exclude themselves from the lawsuits by Opting Out.

3. What is this class action about?

The class action relates to CAF members and DND/SNPF employees who have experienced sexual harassment, sexual assault or discrimination based on sex, gender, gender identity or sexual orientation in connection with their military service and/or DND/SNPF employment. Canada has not admitted liability, however, it has agreed to a settlement which has now been approved by the Federal Court.

4. Why is there a settlement?

The Representative Plaintiffs and Canada have agreed to a settlement of the lawsuits. By agreeing to the settlement, the parties avoid the costs and uncertainty of a trial and delays in obtaining a judgment, and Class Members receive financial compensation and access a restorative engagement program, which are described in this notice and the settlement agreement. In this case, it also means that the Class Members will not need to testify in court.

Who is included in the settlement?

5. Who are the Representative Plaintiffs in this class action?

The four former members of the CAF that initiated the lawsuits in the Federal Court are Sherry Heyder, Amy Graham, Nadine Schultz-Nielsen and Larry Beattie. You can contact them through the class counsel: www.●.com. Other similar class actions were filed in Nova Scotia, Quebec, and British Columbia. The plaintiffs in these class actions are Glynis Rogers, Alexandre Tessier, and Nicola Peffers. The Federal Court certified the lawsuits as class proceedings and approved the settlement on behalf of the Class Members.

6. Who else is included in the Settlement?

The settlement includes the members of the CAF Class who are defined as follows:

All current or former CAF Members who experienced Sexual Misconduct up to and including the Approval Date who have not opted out of the Heyder or Beattie Class Actions.

CAF Members include officers and non-commissioned members of all components of the Canadian Armed Forces (Regular and Reserve), and any individual who served in any branch, corps, service or another group within or forming part of, the Sovereign's armed or military forces for Canada.

For greater clarity, "member" includes a recruit undergoing basic training and "Reserve Force" includes the Primary Reserve, Cadet Organizations Administration and Training Service (COATS), Canadian Rangers and Supplementary Reserve.

The settlement also includes employees of the Department of National Defence and Staff of Non-Public Funds, Canadian Forces, who are defined as follows:

All current and former employees of DND and of the Staff of the Non-Public Funds, Canadian Forces, who experienced Sexual Misconduct up to and including the Approval Date, who have not Opted Out of the Heyder or Beattie Class Actions.

All Class Members except those who validly Opt Out of the settlement will be bound by the court approved settlement and will be covered by the releases in the court order.

7. What if I don't want to be included in the lawsuit or settlement?

If you do not want to be part of the class action or be bound by the terms of the settlement, you can choose to “**Opt Out**” of the settlement. If you wish to Opt Out, you must submit your Opt Out Form by • to the attention of •.

If you Opt Out, you will not be entitled to any financial compensation from the settlement, but you will keep your right to sue Canada or others on your own or bring a Human Rights complaint about the same legal claims in the lawsuit, subject to any time or other legal limitations applying to your claim.

You may have already commenced a legal proceeding against Canada for damages resulting from Sexual Misconduct suffered in connection with your military service and/or DND/SNPF employment. If you do not discontinue it on or before •, you will automatically be deemed to have Opted Out of the settlement.

8. What if I'm not sure whether I'm included in the settlement?

There are people who can help you understand your legal rights and next steps. If you are not sure whether you are included in the settlement, you may call ● with questions or visit www.●.com or ●.

Settlement benefits

9. What does the settlement provide?

The settlement provides:

- a) financial compensation for certain Class Members who experienced Sexual Misconduct connected with their military service and/or employment for DND/SNPF;
- b) the option to participate in a restorative engagement program for survivors to share their experiences of Sexual Misconduct with senior CAF and/or DND representatives;
- c) changes to CAF policies and other measures addressing Sexual Misconduct in the CAF; and
- d) changes to Veteran's Affairs Canada (VAC) policies related to eligibility for disability payments and reconsideration of claims by a dedicated unit of employees established to assist with these claims.

Summary of Compensation Terms

Canada has agreed to pay a maximum of eight hundred million dollars (\$800 million) in respect of the CAF Class Members (“**Aggregate Compensation Cap – CAF Class**”) and a maximum of one hundred million dollars (\$100 million) in respect of the DND/SNPF Class Members (“**Aggregate Compensation Cap – DND/SNPF Class**”) who are eligible for compensation, as follows (the “**Individual Payments**”):

Category	Compensation Level	
A. Sexual harassment, gender-based and LGBTQ2+-based discrimination limited to women and those who identify as LGBTQ2+ limited to incidents occurring after April 17, 1985	\$5,000	
B1. Targeted or ongoing or severe sexual harassment and/or sexual assault in the form of unwanted sexual touching	Low Harm	\$5,000
	Medium Harm	\$10,000
	High Harm	\$20,000
B2. Sexual assault in the form of sexual attack or sexual activity where no consent or unable to consent	Low Harm	\$30,000
	Medium Harm	\$40,000
	High Harm	\$50,000
C. Enhanced Payment: Class Members who suffer or suffered from PTSD or other diagnosed mental injuries, or physical injuries arising from sexual assault or sexual harassment for which, for CAF Class Members, VAC benefits have been applied for and denied and/or have sought reconsideration and been denied.	Low Harm	\$50,000
	Medium Harm	\$75,000
	High Harm	\$100,000

More detailed information about Class Member eligibility, the harm thresholds and limitations on eligibility can be found in the settlement agreement, which is available here: ●.

If the total amount of payments to CAF Class Members is less than two hundred million dollars (\$200 million), CAF Class Members may receive up to an additional 15% of the amounts payable to each person. If the total payable to CAF Class Members is still less than \$200 million, then Canada will make available an

amount equal to the difference so long as it does not exceed twenty five million dollars (\$25 million) which will be used for collective measures aimed at increasing awareness and culture change as agreed by the Parties. If the total amount of payments to CAF Class Members exceeds \$200 million, Canada will make available two-million dollars (\$2 million) which can be used for collective measures aimed at increasing awareness and culture change as agreed by the Parties. The total amount of individual payments to CAF Class Members cannot exceed \$800 million. If the total amount of payments to CAF Class Members exceeds \$800 million, the individual payments to CAF Class Members will be reduced on a *pro rata* basis so that the total amount of payments to CAF Class Members does not exceed \$800 million.

If the total amount of payments to DND/SNPF Class Members is less than twenty-five million dollars (\$25 million), DND/SNPF Class members may receive up to an additional 15% of the amounts payable to each person. If the total amount of payments to DND/SNPF Class Members exceeds \$100 million, the individual payments to DND/SNPF Class Members will be reduced on a *pro rata* basis so that the total amount of payments to DND/SNPF Class Members does not exceed \$100 million.

If either the total amount of payments to the CAF Class or the DND/SNPF Class exceeds the funds available for each group, but the total amount of payments to the other Class does not exceed the funds available, funds may be transferred for the benefit of the other Class, provided that this does not deprive that Class of the 15% increase to each Individual Payment.

Canada will only pay the amounts assessed as owing to Class Members and the amount agreed upon for collective measures.

Restorative Engagement

Class members may also request to participate in a program of restorative engagement that has been designed to allow Class Members to share their experiences of sexual harassment, sexual assault, and/or discrimination based on gender or LGBTQ2+ status with senior CAF and/or DND representatives in a safe and respectful environment. The aim of this process is to allow Class Members to be heard and acknowledged, to contribute to culture change by increasing awareness and understanding of the experiences of Class Members and begin the process of restoring the relationship between Class Members and the CAF and DND. This program will be developed by the Sexual Misconduct Response Centre, in consultation with external experts. Participation in restorative engagement will be completely voluntary and the program will not include the involvement of perpetrators of the Sexual Misconduct.

CAF Measures

The settlement also includes several policy measures and initiatives intended to provide support and increase awareness around the issue of Sexual Misconduct within the CAF.

These include consultations with plaintiff representatives on support for survivors of Sexual Misconduct, as well as efforts to increase gender representation and diversity in the CAF. The Government of Canada has

agreed to conduct a comprehensive external review to assess the progress made by the CAF in addressing issues of Sexual Misconduct through Operation HONOUR and the Sexual Misconduct Response Centre.

More details are in a document called the settlement agreement, which is available at www.caf.ca.

10. How will the lawyers be paid?

As part of the settlement, Canada agreed to pay legal fees in the amount of \$26.56 million, plus repayment of reasonable disbursements and applicable tax. The Federal Court determined that the legal fees are fair and reasonable. These amounts will be paid directly by Canada and will not be deducted from any amounts that eligible Class Members may receive.

Who are the lawyers representing you?

11. Who are the lawyers for the Plaintiffs?

The lawyers for the Plaintiffs are:

- Koskie Minsky LLP of Toronto, Ontario;
- Raven, Cameron, Ballantyne & Yazbeck LLP of Ottawa, Ontario;
- Wagners of Halifax, Nova Scotia;
- Acheson Sweeney Foley Sahota LLP of Victoria, British Columbia; and
- Quessy Henry St-Hilaire, avocats of Quebec City, Quebec.

You are welcome to seek legal advice from these lawyers concerning the settlement and your claim – at any time and at no cost to you. If you want to be represented by or receive advice from another lawyer, you may hire one at your own expense to appear in court for you.

GETTING MORE INFORMATION

12. How do I get more information?

This notice summarizes the settlement, the process for submitting a claim for compensation under the settlement and the process for Opting Out of the settlement. More details are in the settlement agreement. You can get a copy of the agreement at www.caf.ca. You can send your questions to **CAF/DND Sexual Misconduct Class Action**, c/o ● or by email at ●. You may also call the toll-free number 1-833-346-6178.

You may also seek legal advice from the lawyers for the plaintiffs concerning the settlement and your claim at any time at no cost to you.

**NOTICE OF CERTIFICATION AND SETTLEMENT IN THE CANADIAN ARMED FORCES
AND DEPARTMENT OF NATIONAL DEFENCE SEXUAL MISCONDUCT CLASS ACTION
(SHORT FORM)**

If you experienced sexual harassment, sexual assault or discrimination based on your sex, gender, gender identity or sexual orientation while serving in the Canadian Armed Forces or while employed for the Department of National Defence or for the Staff of the Non-Public Funds, Canadian Forces, this lawsuit may affect you. Please read this notice carefully.

The Federal Court authorized this notice. This is not a solicitation from a lawyer.

Seven former members of the Canadian Armed Forces (the “**Representative Plaintiffs**”) initiated class action lawsuits against the Government of Canada (“**Canada**”) alleging sexual harassment, sexual assault or discrimination based on sex, gender, gender identity or sexual orientation (“**Sexual Misconduct**”) in connection with their military service and/or employment with the Department of National Defence (“**DND**”) and/or Staff of the Non-Public Funds, Canadian Forces (“**SNPF**”). On consent of the parties, on •, the Federal Court certified the lawsuits as a class proceeding and approved a settlement agreement that provides compensation to current and former members the Canadian Armed Forces (“**CAF**”) and current and former employees of the DND/SNPF who experienced Sexual Misconduct. The settlement is not be construed as an admission of liability on the part of Canada.

All current or former CAF members and/or DND/SNPF employees who have experienced Sexual Misconduct may be able to receive compensation under the settlement. To be eligible for a payment, you must be a member of the class. “**CAF Class Members**” have been defined by the Approval Order granted by the Federal Court on • as follows:

All current or former CAF members who experienced Sexual Misconduct up to and including the Approval Date who have not opted out of the Heyder or Beattie Class Actions.

“**DND/SNPF Class Members**” have been defined by the Approval Order granted by the Federal Court on • as follows:

All current and former employees of DND and of the Staff of the Non-Public Funds, Canadian Forces, who experienced Sexual Misconduct up to and including the Approval Date who have not Opted Out of the Heyder or Beattie Class Actions.

This notice sets out how Class Members can make claims for compensation and the deadline for doing so.

VAC has clarified its approach to claims for disability arising from sexual assault and harassment

VAC has updated and clarified its approach and policies for determining claims for benefits involving an injury or disease resulting from sexual assault and sexual harassment. You may be able to apply to VAC for review or reconsideration if you have already been denied VAC benefits in relation to past claims arising from sexual assault or sexual harassment connected to your military service. If you haven't applied before, you may also want to consider applying for VAC benefits under the updated policies. More information about the updates to VAC's policies relating to injuries from sexual assault and sexual harassment are available here: www.vac.gc.ca.

What does the settlement provide?

The settlement provides:

- a) financial compensation for certain Class Members who experienced Sexual Misconduct connected with their military service and/or employment for DND/SNPF;
- b) the option to participate in a restorative engagement program with opportunities for survivors to share their experiences of Sexual Misconduct with senior CAF and/or DND representatives;
- c) changes to CAF policies and other measures addressing Sexual Misconduct in the CAF; and
- d) updates to Veterans Affairs Canada (VAC) policies related to eligibility for disability payments and reconsideration of claims.

What are your legal rights and options?

1. Do nothing	If you do nothing, you will give up the right to collect under the settlement and you will give up the right to sue Canada or others on your own or bring a Human Rights complaint in relation to any sexual harassment, sexual assault or discrimination you experienced while serving in the military or as a DND/SNPF employee.
2. Submit a Claim Form	In order to make a claim for financial compensation, and/or seek to participate in the restorative engagement program, you must submit an Individual Application/ Claim Form together with all supporting documentation to the Administrator by •. Claim forms are available from the Administrator and may also be accessed and completed electronically here •. Claims will be accepted as of •. The deadline to file an Individual Application/ Claim Form is •.
3. Opt Out	If you don't want to be bound by the settlement, you can Opt Out of the class action. You will have until • to submit your Opt Out Form to the Administrator. Opt Out Forms are available from the Administrator and may also be accessed and completed electronically here •. If you Opt Out, you will not be entitled to any financial compensation from the

	<p>settlement, but you will keep your right to sue Canada or others on your own or bring a Human Rights complaint in relation to any sexual harassment, sexual assault or discrimination you experienced while serving in the military, or employed with the DND/SNPF, subject to any time or other legal limitations applying to your claim.</p> <p>If you have commenced a legal proceeding against Canada for damages resulting from the Sexual Misconduct covered by this settlement and you do not discontinue it before the Opt Out Date fixed by the Court, you will be automatically deemed to have Opted Out of the Settlement and you will not be able to claim compensation.</p> <p>Class Members who died before March 15, 2019 are not eligible for compensation under the settlement. Estates that wish to seek compensation should seek legal advice promptly regarding their options.</p>
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What kind of compensation am I eligible for?

Your payment will depend on the type of Sexual Misconduct you experienced in connection with your military service and/or DND/SNPF employment and an assessment of the harm you suffered. It will also depend on how many Class Members submit claims. The range of individual compensation for most Class Members could be between five thousand dollars (\$5,000) and fifty-five thousand dollars (\$55,000). Class Members who experienced exceptional harm (and in the case of Class Members who have previously been denied VAC benefits in respect of that harm, and whose application for reconsideration is also denied), may be eligible for amounts up to one hundred and fifty-five thousand dollars (\$155,000). Details are explained in the settlement agreement. A copy of the agreement is available here: www.●.com.

Contact:
Phone:
Email:

Press Release

Certification and Settlement Regarding the Canadian Armed Forces/Department of National Defence Sexual Misconduct Class Action Approved by the Federal Court

(Ottawa, ON – Month, Date) The Federal Court approved a settlement regarding class action lawsuits initiated by seven former members of the Canadian Armed Forces (CAF) for current and former members of the Canadian Armed Forces as well as current and former employees of the Department of National Defence (DND) and Staff of the Non-Public Funds, Canadian Forces, who experienced sexual harassment, sexual assault or discrimination based on sex, gender, gender identity or sexual orientation (“Sexual Misconduct”) in connection with their military service and/or employment. The court determined that the settlement is fair, reasonable and in the best interests of the class, and certified these lawsuits as class proceedings for the purposes of settlement. Eligible Class members may now apply for monetary compensation as well as other measures available under the terms of the settlement.

The settlement provides financial compensation between \$5,000 and \$55,000 depending on the type of Sexual Misconduct and an assessment of the harm, the option to participate in a restorative engagement program to share their experiences with senior institutional representatives, and several other measures aimed at addressing Sexual Misconduct in the Canadian Armed Forces.

. Class Members who experienced exceptional harm and apply for and are denied VAC benefits, or Class Members who have previously been denied VAC benefits in respect of that harm, and whose application for reconsideration is also denied may be eligible for amounts up to \$155,000. The details are explained in the Final Settlement Agreement. A copy of the Final Settlement Agreement is available here: www.●.com.

Backgrounder

Eligible class members may be able to receive compensation under the settlement or they may choose to opt out of the settlement. They have the following legal rights and options:

1. Do nothing

If you do nothing, you will give up any right to claim under the settlement and you will give up the right to sue Canada or others on your own or bring a Human Rights complaint in relation to any sexual harassment, sexual assault or discrimination you experienced while serving in the military or as a DND/SNPF employee.

2. Submit a Claim Form

In order to make a claim for financial compensation, and/or seek to participate in the restorative engagement program, you must submit an **Individual Application/Claim Form** together with all supporting documentation to the Administrator by •. Individual Application/Claim Forms are available from the Administrator. **Claims will be accepted as of •. The deadline to file a Claim Form is •.**

3. Opt Out

If you don't want to be bound by the terms of the settlement, you can Opt Out. You will have until • to make your decision and submit your Opt Out form to the Administrator. If you Opt Out, you will not be entitled to any financial compensation from the settlement, but you will keep your right to sue Canada or others on your own or bring a Human Rights complaint in relation to any sexual harassment, sexual assault or discrimination you experienced while serving in the military, or as a DND/SNPF employee, subject to any time or other legal limitations applying to your claim.

If you have commenced a legal proceeding against Canada for damages resulting from the Sexual Misconduct covered by this settlement and you do not discontinue it before •, you will be automatically deemed to have Opted Out of the Settlement and you will not be able to claim compensation.

Class Members who died before March 15, 2019 are not eligible for compensation under the settlement. Estates that wish to seek compensation should seek legal advice promptly regarding their options.

For more information, please visit www.●.com, call ●, email ●, or write to CAF/DND Sexual Misconduct Class Action, c/o ●.

GOOGLE/FACEBOOK NOTICE

Canadian Armed Forces/Department of National Defence Sexual Misconduct Class Action Settlement [hyperlinked to website]

[email] [phone number]

Were you directly affected by Sexual Misconduct in the CAF or DND? If so, the Federal Court approved a settlement on behalf of former and current CAF members, DND public service employees and Staff of Non-Public Funds. Learn more about the lawsuit, who is included, the details of the settlement and how to apply for compensation at [hyperlinked to website].

SCHEDULE “J” – OPT OUT FORM

Canadian Armed Forces and Department of National Defence Sexual Misconduct Class Action

OPT OUT FORM

DEADLINE FOR OPTING OUT: [OPT OUT DEADLINE]

TO: CAF/DND Sexual Misconduct Class Action ADMINISTRATOR
[ADDRESS]

PLEASE NOTE: This is NOT a claim form. Completing this OPT OUT FORM will mean that YOU WILL NOT be able to get money arising out of this settlement or any subsequent judgment in the CAF/DND Sexual Misconduct Lawsuit.

IF YOU WANT TO PARTICIPATE IN THIS CLASS PROCEEDING AND BE ELIGIBLE TO CLAIM MONEY UNDER THE SETTLEMENT, DO NOT FILL OUT THIS FORM. Instead, fill out the claim forms which have been provided to class members and are also available from the settlement administrator or class counsel.

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE ADMINISTRATOR AT [FILL IN CONTACT INFO]

IF YOU HAVE ANY QUESTIONS ABOUT YOUR LEGAL RIGHTS, PLEASE CONTACT CLASS COUNSEL: [FILL IN CONTACT INFO]

You must fill out the form below by checking all the boxes provided (except for the Reasons section, which is optional)

I am a current or former member of the Canadian Armed Forces or a current or former employee of the Department of National Defence or the Staff of the Non-Public Funds, Canadian Forces, who experienced sexual harassment, sexual assault or discrimination on the grounds of sex, gender, gender identity or sexual orientation in connection with my military service or my employment for DND or the Staff of the NPF.

Yes ☐

No ☐

☐ I understand that there is a settlement of the lawsuit which may provide eligible class members a payment of up to \$155,000, depending on their circumstances. If the Federal Court has approved this settlement as being fair and reasonable to the class members, I may be eligible for a payment under the settlement depending on my circumstances.

☐ I understand that by opting out of this class proceeding, I am confirming that I do **NOT** wish to participate in this class proceeding which means I will be **NOT BE** eligible to receive any money from the settlement or to obtain any other benefits of this class proceeding.

☐ I understand that by Opting Out, I take full responsibility for taking all necessary legal steps to protect any claim I may have, including addressing the running of any relevant limitation periods. If I choose to pursue any legal action on my own, it will be at my own expense (including lawyers' fees and any risk of adverse costs).

Full Name:	_____	Date:	_____
Prior Names:	_____	Service Number, Military Identification Number, PRI or other employment identifier:	_____
Signature:	_____	Email Address:	_____
Address:	_____	Phone Number:	_____

Optional – Reason for Opting Out

- ☐ I do not wish to be a class member.
- ☐ I intend to bring my own individual action against the CAF and/or the individuals who harassed or assaulted me.

☐ Other reason (please provide details)

SCHEDULE “K” – RESTORATIVE ENGAGEMENT

Definitions

1. In this Schedule, the following terms will have the following meanings:

“Senior DND/CAF Representatives” means current or former senior officials of DND, who may be designated by the Deputy Minister or her delegate, and current or former CAF Members from Colonel/Captain (Navy) to General/Flag Officer and senior-level non-commissioned officers from all elements.

“SMRC” means the Sexual Misconduct Response Centre, an independent support centre for CAF Members established outside of the chain of command, within the Department of National Defence, which provides support services to CAF members and expert advice and recommendations to CAF to shape and monitor the development and implementation of policies and programs to eliminate Sexual Misconduct in the CAF.

“Subject Matter Experts” or **“SMEs”** means individuals who have relevant expertise in the area of restorative practice, culturally appropriate processes, and trauma informed care, with a particular focus on Sexual Misconduct.

“Restorative Engagement Program” includes two elements:

- (a) An individualized restorative engagement process; and
- (b) A record and analysis of the experiences shared by Class Members which will feed into ongoing and future Awareness and Culture Change Initiatives within the DND/CAF.

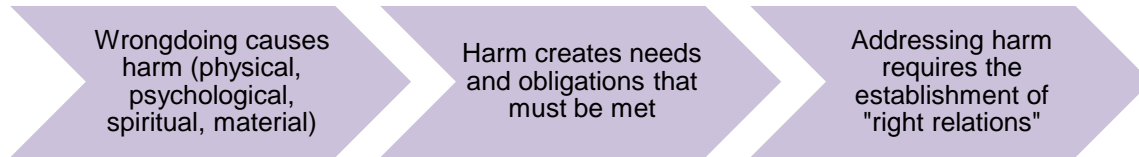
“Restorative Engagement Process” means the process developed by the SMRC in the context of the resolution of these Class Actions in which interested Class Members will be able to share their experiences of Sexual Misconduct with Senior DND/CAF Representatives with the support of trained facilitators.

“Restorative Practitioners” means individuals who are specially trained and qualified to facilitate culturally competent and trauma-informed restorative engagement processes.

General

2. The SMRC will develop a Restorative Engagement Program based on a restorative approach. Restorative approaches are based on the understanding that wrongdoing causes harm to people and relationships and also affects the broader community. They are built upon the belief that:
 - (a) those who have caused harm have a responsibility to repair that harm;

- (b) those who have been harmed are central in deciding what is needed to repair it; and
- (c) communities have a role to play in supporting everyone involved as well as addressing the root causes of the wrongdoing.¹



- 3. In general, restorative processes provide opportunities for those harmed and those who take responsibility for the harm to communicate about the causes, circumstances, and impact of that harm and address their related needs.
- 4. These types of processes are guided by Restorative Practitioners and can take different forms depending on the community, program, case, participants, or circumstances.

Roles and Responsibilities

- 5. SMRC will lead the development and implementation of the overall Restorative Engagement Program, taking into account academic and practical learning in the area of restorative practice, culturally appropriate processes, and trauma informed care. This work will be done with the assistance of internal and external stakeholders and SMEs.
- 6. SMRC will recruit, train, assess, select, and assign Restorative Practitioners.² SMRC will lead the development of a robust training and assessment process to determine the "right-fit" of interested practitioners and to ensure consistent, high-quality, culturally competent, and trauma-informed service delivery across Canada.
- 7. SMRC and the DND/CAF will, in partnership, recruit, train, assess, select, and assign Senior CAF Representatives to participate in this process. The assessment process will determine the "right-fit" of candidates in order to establish a pool of approved Senior DND/CAF Representatives.
- 8. The Class Members will be informed about the Restorative Engagement Program as part of the Notice of Settlement and the Administrator of the claims process will inform Class Members about the option of participation in the Restorative Engagement Program at any final decision point, and refer interested Class Members to the SMRC.

¹ "Right relations" means relations where people do right by each other. It is an acknowledgement that all things are interconnected and that we should strive to affect things around us in a positive way.

² Restorative Practitioners will not be serving CAF members. Former CAF members will only be used as Restorative Practitioners where agreed to by the Class Member.

9. SMRC will establish a restorative engagement coordination cell responsible for:
 - (a) providing information to interested Class Members;
 - (b) assigning and managing Restorative Practitioners;
 - (c) maintaining a list of approved Senior DND/CAF Representatives;
 - (d) tracking the progress of Restorative Engagement Processes;
 - (e) making administrative arrangements;
 - (f) collecting and storing engagement records and recordings; and
 - (g) overseeing quality assurance of the program.
10. SMRC will produce periodic updates or statistical reports which Canada will share with Class Counsel.
11. DND/CAF and SMRC will, in partnership, ensure that all relevant stakeholders (i.e. claims administrators, support services, police, etc.) have an understanding of the Restorative Engagement Program and how to work with Class Members who are participating or interested in participating in the program.
12. SMRC will develop communication resources, including web content and plain-language information materials for Class Members.
13. DND/CAF and SMRC participation in the Restorative Engagement Process does not constitute an admission of legal liability.

Objectives

14. Restorative Engagement is intended to provide an opportunity for Class Members to participate in a process that would allow them to share their experiences of Sexual Misconduct in the Military Workplace with Senior DND/CAF Representatives. The three primary objectives of the Restorative Engagement Program are to:
 - (a) allow Class Members' personal experiences to be heard, responded to, and acknowledged by DND/CAF;
 - (b) contribute to culture change within the Military Workplace by increasing awareness and understanding of the experiences of Class Members and the context within which harm has occurred; and
 - (c) begin the process of restoring the relationship between Class Members and the CAF.

Principles

15. The Restorative Engagement Process that will be offered to Class Members is different from a typical restorative justice process in that it will not involve the person(s) who harmed the Class Member directly. Rather, the process will involve a Senior DND/CAF Representative who will acknowledge and respond to the experience of harm that took place within the Military Workplace, and speak to the DND/CAF's commitment to: change the culture within which these harms occurred; prevent and respond effectively to such incidents in the future; and work to restore the relationship between Class Members and the CAF.
16. The Restorative Engagement Process will be informed by the values and principles of restorative practice and will be based on the following key elements and principles:

Participation / Eligibility

- (a) Participation is voluntary, based on free, informed and ongoing consent. Consent can be withdrawn at any time.
- (b) All individuals determined to be Class Members will be eligible for participation in the Restorative Engagement Program, regardless of decisions regarding compensation. Furthermore, Class Members will be informed that participation in the Restorative Engagement Program does not affect decisions about compensation within this settlement agreement, nor any decisions about administrative, investigative, disciplinary or criminal matters. Class Members need not seek financial compensation in order to participate in the Restorative Engagement Program, although they must submit a Claim Form in order to be eligible.

A Safe and Respectful Environment

- (c) All participants³ and Restorative Practitioners will be treated with respect, dignity, and compassion.
- (d) The safety of participants and Restorative Practitioners (i.e. physical, emotional, cultural, and spiritual) will be of utmost importance. A process may be cancelled or suspended if safety concerns arise.

Facilitators and Support Services

- (e) Restorative Engagement Processes will be facilitated by specially trained and qualified Restorative Practitioners.
- (f) Participants will be informed of the possibility to involve a support person throughout the process. Participants will also be informed of available counselling and support services.

Nature of Engagement

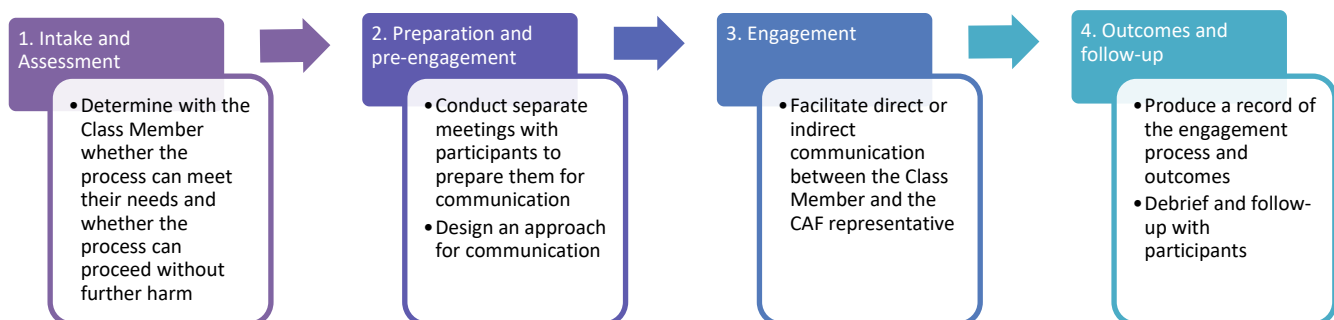
³ Participants include Class Members, Senior DND/CAF Representatives and may include support persons.

- (g) The process is intended to be flexible and offer meaningful choices to participants, including but not limited to: who participates in the process; if and how their stories are shared beyond the process; and, how, when and where communication takes place.
- (h) Personal accounts of harm will not be disputed within the Restorative Engagement Process.
- (i) The process will be attentive to, and seek to address, any real or perceived power imbalance between participants.

Confidentiality

- (j) Participation in, and information shared within, the Restorative Engagement Process will be confidential within legal limitations.
- (k) Participants will be fully informed about the legal limits to confidentiality, including what would activate the CAF duty to report.⁴ Class Counsel will be informed regarding the information that will be provided to participants in this regard.
- (l) Participants who have not yet made a formal complaint or filed a report with police will be provided with information and options for doing so.
- (m) Participants who do not wish to report will be offered options that would allow them to participate without activating the duty to report.

Steps in the Restorative Engagement Process



17. **Intake and Assessment:** Upon determination of membership in the Class, and the intake assessment, interested Class Members will be assigned Restorative Practitioners who will work with them throughout the process.

⁴ As set out in the *Queen's Regulations & Orders*.

18. **Preparation and pre-engagement:** Participants will be contacted by the assigned Restorative Practitioner to prepare them for engagement with the Senior DND/CAF Representative and to design an appropriate approach for communication.
19. **Engagement:** Participants will share their experiences of Sexual Misconduct while serving in the CAF or working for DND/SNPF with a Senior DND/CAF Representative. Participants may also share insights on how to prevent and more effectively respond to Sexual Misconduct in the DND/CAF. The Senior DND/CAF Representative will acknowledge and respond to the experience of harm and speak to the DND/CAF's commitment to culture change. Participants can communicate directly and/or indirectly (e.g. in-person, in writing, by video or audio-recording, etc.). Participants who wish to submit the descriptions of the incidents and harms of Sexual Misconduct contained in their claim form will be allowed to do so, although they will be reminded that the two processes are separate and do not affect each other.
20. **Outcomes and follow up:** SMRC will produce a record of the Restorative Engagement Process and outcomes and will debrief and follow-up with participants. The record of the Restorative Engagement Process will include when, where and how communication took place – and any follow-up actions including if and how the Class Member agrees to share their story beyond the process.

Consultations

21. SMRC will engage a small group of internal and external SMEs to advise on the program. SMRC and Class Counsel will jointly agree to a minimum of three (3) external SMEs, with additional SMEs to be engaged at the discretion of SMRC.
22. Where applicable, any contracts with SMEs will be arranged and established in accordance with government contracting rules and guidelines.
23. The SMEs will be consulted throughout the development and implementation of the Restorative Engagement Program and will advise on:
 - (a) the recruitment, training and assessment process for Restorative Practitioners;
 - (b) the Restorative Engagement Program protocols/standard operating procedures (including any linkages to other processes the Class Members may be undertaking);
 - (c) the training and assessment process for Senior DND/CAF Representatives;
 - (d) the performance management and evaluation plan for the Restorative Engagement Program;
 - (e) the mechanisms for gathering and analyzing experiences shared;
 - (f) the mechanisms for increasing awareness and understanding, and contributing to culture change within the DND/CAF; and

- (g) other matters that may arise as the Restorative Engagement Program is implemented.

Restorative Engagement Report

- 24. With consent from participants, stories shared through the Restorative Engagement Process will also be recorded, retained and/or shared for the purpose of increasing awareness and understanding, and informing policy and training within the DND/CAF.
- 25. SMRC will coordinate the review and analysis of the recordings and records of the Restorative Engagement Process to summarize the experiences and insights shared by Class Members and identify themes, lessons learned and potential recommendations for the DND/CAF. SMRC will prepare a final report capturing the above summary and analysis, which will be made publicly available. The final report will not contain any identifying personal information unless consent was provided.
- 26. DND/CAF will consult with SMRC and SMEs to determine how the stories shared by Class Members and the lessons learned and potential recommendations from the restorative engagement final report will be leveraged to: increase awareness and understanding of the problem of Sexual Misconduct; inform policy and training related to these issues; and contribute to culture change. DND/CAF will be responsible for implementing the agreed-upon mechanisms.
- 27. DND/CAF will make the final summary report public and disseminate across the DND/CAF.

SCHEDULE “L” – EXTERNAL REVIEW

Definitions

1. In this Schedule, the following terms will have the following meanings:

“**DND/CAF Leads**” means representatives of key organizations or stakeholders associated with principal areas of the External Review and includes any individuals appointed by Canada to coordinate with the External Review Team.

“**External Review Team**” means the group of subject matter experts (“SMEs”) and others as agreed to by the Parties to be brought together to conduct the External Review as described in this Schedule.

“**External Review Team Lead**” means the individual who will be designated by the Parties as the principal responsible for leading the External Review Team, coordinating the work of the review team and support requirements with DND/CAF leads, providing an External Review Report and recommendations and completing administrative and financial transactions on behalf of the External Review Team as described in the Statement of Work and Terms of Reference to be developed.

“**Operation HONOUR**” is the Canadian Armed Forces’ (“CAF”) mission to eliminate Sexual Misconduct in the Canadian military.

“**Implementation Date**” has the same meaning as set out in Section 1.01 of the Final Settlement Agreement (“FSA”).

“**SMRC**” means the Sexual Misconduct Response Centre, an independent centre established outside of the chain of command, within the Department of National Defence (“DND”), which provides support services to CAF members and expert advice and recommendations to CAF to shape and monitor the development and implementation of policies and programs to eliminate Sexual Misconduct in the CAF.

General

2. The External Review shall take place five years from the Implementation Date.

Objectives

3. The objectives of the External Review are to:
 - (a) assess the progress made by the CAF in addressing issues of Sexual Misconduct in the CAF through Operation HONOUR and associated initiatives, which includes an assessment of the work of the SMRC in supporting, guiding and monitoring CAF efforts through Operation HONOUR;

- (b) conduct a review of the CAF's policies, procedures, and programs related to Sexual Misconduct; and
- (c) provide objective, fair and results-based recommendations and practical advice to the Chief of the Defence Staff ("CDS") and Deputy Minister of Defence ("DM"), and avoid unnecessary duplication with other ongoing reports and external reviews.

Roles and Responsibilities

- 4. The CAF and DND will cooperate with the External Review Team to coordinate applications for security clearances that may be necessary to access records, facilities and personnel reasonably necessary to effectively conduct its review. Access to full records, however, may be limited by legislation and regulations, including the *Privacy Act*, as well as the requirements of ongoing investigations.
- 5. The External Review Team will be composed of the External Review Team Lead and SMEs in a range of subjects related to Sexual Misconduct, and, where possible, the CAF context and/or institutional culture. The External Review Team may include legal counsel and other professionals necessary to complete its work.
- 6. The External Review Team will be supported by the DND and the CAF through the Associate Deputy Minister Review Services (ADM RS).

Review Phases and Deliverables

Four (4) Year Anniversary of the Implementation Date

- 7. On or after the four (4) year anniversary of the Implementation Date, the Parties with their legal counsel, shall meet together to develop the draft Terms of Reference, Statement of Work and composition of the External Review Team. At this meeting, the Parties shall also consult and review the Scope and Parameters of the External Review, as set out in this Schedule, to determine whether the proposed Scope and Parameters of the External Review should be refined to avoid unnecessary duplication with other ongoing reports and external reviews.
- 8. DND/CAF will then initiate the necessary processes to engage the External Review Team Lead and team members.

Five (5) Year Anniversary of the Implementation Date

- 9. Upon or after the five (5) year anniversary of the Implementation Date, the External Review Team will conduct the External Review commencing with the preparation and planning phase, followed by the review and concluding with the final report and recommendations within a one-year time period.

Preparation and Planning Phase

10. The External Review Team will initiate the Preparation and Planning phase to gain understanding of the CAF, Operation HONOUR and SMRC, and to determine and confirm with DND/CAF the review format, scale, scope, objectives and criteria. As part of this process, the External Review Team Lead will be provided with additional background, information or advice related to Sexual Misconduct in the CAF.
11. Before providing the External Review Plan Summary to the CDS and DM, the External Review Team will meet with DND/CAF Leads to discuss and confirm External Review objectives and criteria. This will be followed with the finalization of the External Review Plan and Schedule to provide objectives, scope, approach and criteria for the External Review, which will be consistent with this Schedule.
12. Prior to the end of the Preparation and Planning phase and within a reasonable time period not to exceed thirty (30) days, DND/CAF will provide a response to the External Review Team acknowledging responsibility for the subject matter, and agreement with the terms of the engagement (including the review objective, scope and approach) and the suitability of the criteria.

Review Phase

13. The External Review Team will conduct the review in accordance with the agreed upon review objectives, scope and parameters to gather evidence that will allow the External Review Team to measure progress against review objectives and criteria.
14. During the Review phase, the External Review Team will communicate with DND/CAF officials as necessary to verify information/confirm facts, and to discuss potential messages, observations, recommendations and advice that could be included in the External Review Report.

Reporting Phase

15. Upon completion of the Review phase, the External Review Team will have up to 90 days to develop an initial draft report to be provided to DND/CAF for verification of facts and to comment on report observations, conclusions and recommendations.
16. Recommendations and advice must consider and take into account previous and ongoing reports and external reviews and the evolution of Operation HONOUR and SMRC.
17. The External Review Team will deliver the final report to the CDS and DM by the end of the one year period of the External Review on or about a date to be determined by the External Review Team Lead during the Reporting Phase. This will be followed by a period of internal review and consideration of the final report by DND/CAF prior to the release of the report.
18. The External Review Team report and recommendations will be released publicly by the External Review Team Lead together with the CAF on a date to be determined in the Reporting Phase.

19. Within 30 days of the public release of the final report, DND/CAF will release a Response to the recommendations of the External Review Team.

Conclusion of the External Review

20. The terms of the FSA with respect to the External Review will be considered concluded with the publication of the final report of the External Review Team and the publication of the DND/CAF Response.
21. Any further reporting on the status of work related to the External Review will be done through the normal course of reports related to Operation HONOUR done by the CAF and SMRC.

Proposed Scope and Parameters of the External Review

22. The scope of the External Review will include Regular Force and Reserve Force members of the CAF. The Parties recognize that there will be limits on the extent to which the External Review Team can travel and access personnel on deployed operations. CAF will ensure the External Review Team has access to units that have previously and recently been deployed outside of Canada.
23. The External Review will consider ongoing internal and external reviews and evaluations of the past and present to include previous recommendations, research findings and reports for potential performance measurement and assessment.
24. The External Review Team may meet with members of the CAF and visit domestic bases and other facilities to the extent it deems necessary to inform its report, subject to CAF approval and coordination.
25. The External Review Team will consider and make recommendations and give advice concerning progress by the CAF in the following four key areas that are considered the pillars of Operation HONOUR and the SMRC:
 - (a) Awareness;
 - (b) Response;
 - (c) Support; and
 - (d) Prevention.
26. In addressing these key areas, the External Review Team will also consider and make recommendations concerning:
 - (a) progress made by the CAF in addressing Sexual Misconduct through Operation HONOUR and associated initiatives;

- (b) an assessment of the work of the SMRC in supporting, guiding and monitoring CAF efforts through Operation HONOUR;
- (c) the adequacy of the CAF's policies, procedures and programs, and the definitions contained therein, in relation to Sexual Misconduct;
- (d) the training CAF members receive in relation to Sexual Misconduct;
- (e) the resources dedicated to the implementation of CAF policies, procedures and programs in relation to Sexual Misconduct;
- (f) the extent to which CAF members report alleged incidents of sexual assault and sexual harassment and if applicable, the reasons why reporting may not occur, including the role of military culture and the chain of command as it relates to the reporting of incidents;
- (g) the extent to which the CAF has made progress in changing the sexualized culture in the CAF identified in the 2015 Deschamps report; and
- (h) other recommendations or resources which could be considered that would strengthen the prevention and response to incidents of sexual assault and sexual harassment.

Out of Scope

- 27. The External Review will not examine how the military justice system processes cases of Sexual Misconduct once charges have been laid and either a summary trial or court martial has been selected.
- 28. Specifically, the External Review team shall not review any decision relating to the military or criminal justice system including:
 - (a) a decision by a military judge in the performance of his or her judicial duties;
 - (b) a decision of a court martial or summary trial;
 - (c) a decision made in the exercise of discretion to investigate complaints, lay charges, proceed with charges or prosecute charges;
 - (d) legal advice received by the Department of National Defence (DND) or the CAF in relation to any matter or any proceedings;
 - (e) professional conduct and professional standards under the jurisdiction of the Law Society of a province;
 - (f) conduct of military police that may be the subject of a complaint under Part IV of the National Defence Act (the NDA); or

- (g) any matter related to the JAG in respect of her superintendence of the administration of military justice in the CAF.

Modification to Scope and Parameters if Required

- 29. The Parties expressly acknowledge and agree that, due to the to the continued evolution of Operation HONOUR and the SMRC and the potential for changes to the policies, plans, programs and scope of both Operation HONOUR and the SMRC over the five year period between the Implementation Date and the conduct of the Review, this document sets out proposed parameters and scope of the Review.
- 30. Should circumstances require it, the proposed parameters and scope of the Review may be refined by the Parties to address the future situation and status of the CAF response and facilitate the objectives of the External Review closer to the future date of the commencement of the External Review.
- 31. For greater clarity, no modifications may be made which would permit the External Review Team to address the items identified as Out of Scope in paragraphs 27 and 28.

SCHEDULE “M” – DEFINITION OF HARASSMENT

Section 2 and 3.3 of DAOD 5012-0, *Harassment Prevention and Resolution*, will be amended as follows:

2. **Harassment:** Improper conduct by an individual that offends another individual in the workplace, including at any event or any location related to work, and that the individual 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* (i.e. based on race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, disability, or conviction for an offence for which a pardon has been granted or in respect of which a record suspension has been ordered). Harassment is normally a series of incidents but can be one severe incident which has a lasting impact on the individual. Harassment that is not related to grounds set out in the *Canadian Human Rights Act* must be directed at an individual or at a group of which the individual is known by the harassing individual to be a member.
- 3.3. The following six criteria, as set out in the definition of harassment in section 2 of this DAOD, must be met for harassment to have occurred:
 1. Improper conduct by an individual;
 2. The individual knew or ought reasonably to have known that the conduct would cause offence or harm;
 3. Where the harassment does not relate to a prohibited ground of discrimination under the *Canadian Human Rights Act*, the conduct must be directed at the complainant;
 4. Offensive to the complainant;
 5. Was a series of incidents, or one severe incident, which had a lasting impact on that complainant; and
 6. Occurred in the workplace.

SCHEDULE “N” – SURVIVOR SUPPORT CONSULTATIONS

1. This document sets out a proposed consultation approach and schedule. Should circumstances require it, the process, schedule or representatives may be amended or changed by the agreement of the parties to address challenges and facilitate the objective of the consultation.

Consultation Group

2. The lead representatives in respect of the consultations will be:

- (a) **Department of National Defence (“DND”)/CAF Representatives**

- i) Executive Director, Sexual Misconduct Response Centre
 - ii) Director General, CAF Strategic Response Team – Sexual Misconduct
 - iii) One additional designate from one of the following: Canadian Forces Health Services, Canadian Forces Provost Marshall, Judge Advocate General, Chaplain General or other DND/CAF representative with responsibilities related to support to survivors of Sexual Misconduct, as determined by Canada

- (b) **Class Member Representatives**

Within thirty (30) days of the FSA being approved, Class counsel will select three (3) representative plaintiffs or Class Members.

Objective

3. The objective of the consultations is to obtain input from Class Member Representatives with respect to the DND/CAF efforts towards enhancing its resources and support programs for CAF victims/survivors of Sexual Misconduct. Specifically, the consultations will relate to:
 - (a) the National Victim/Survivor Support Strategy Framework and Implementation Plan (“NVSS”);
 - (b) Overall DND/CAF plans to enhance services for victims/survivors and efforts to ensure that subject matter expertise is integrated; and
 - (c) The DND/CAF strategy and plan for engagement of victim/survivor stakeholders on an ongoing basis.

Process

4. Within sixty (60) days of approval of the FSA, the Consultation Group parties will hold one or two initial meetings. The objective of these meetings is to establish an informational foundation and context to understand current DND/CAF services, expertise and initiatives and identify areas where the input of the Class Member Representatives could be best employed. The Consultation Group will agree on:
 - (a) scheduling and meeting dates for the remainder of the Process, based on the process set out below;
 - (b) any other representation from services and programs within the DND/CAF; and
 - (c) any additional subject matter expertise that may be needed to support the work of the Consultation Group.
5. Class Member Representatives will not be paid for their time or their advice. Canada shall be responsible for reasonable expenses incurred by the Class Member Representatives in the course of carrying out their obligations under this Schedule. Reasonable expenses may include meals, travel and accommodation in accordance with the Government of Canada National Joint Council Travel Directive. Class Member Representatives may be asked to sign an agreement with DND in order to facilitate the reimbursement of these expenses, in accordance with Government of Canada policies and procedures.
6. Administrative support required for the work of the Consultation Group will be provided through the SMRC.
7. In order to facilitate the work of the Consultation Group, DND/CAF will, at minimum, share information concerning the following:
 - (a) the status and current draft of the NVSS;
 - (b) the services and programs available to victims/survivors of sexual misconduct, as well as the planned enhancements;
 - (c) the current availability of and allocation of subject matter expertise providing advice on Sexual Misconduct in the CAF, including an update briefing on the SMRC's mandate to provide such independent expertise and its ongoing efforts to do so. This could include, but is not limited to, providing the Class Member Representatives with the opportunity to meet with members of the External Advisory Council on Sexual Misconduct, as well as with additional SMEs from the DND/CAF, such as SMRC staff and advisors; and
 - (d) the structure and creation of ongoing formal mechanisms of consultation with victim/survivors, including the implementation of the SMRC's Victim/Survivor Stakeholder Engagement Strategy.
8. DND/CAF will present a list of no more than five (5) Subject Matter Experts (SMEs) within thirty (30) days of the Initial Meeting(s). From this list, the Consultation Group will jointly select at least one (1), and up to three, (3) SMEs to support these consultations.

9. If necessary, DND/CAF will then arrange and establish any needed SME contracts (or other mechanisms) in accordance with government contracting rules and guidelines and Consultation Group objectives.
10. Once the SME(s) have been identified, the Consultation Group will hold one or two formal meetings of representatives and SMEs. Further communications or meetings may be scheduled as required.

Reports and Recommendations

11. Within one hundred and eighty (180) days following the approval of the FSA, the Consultation Group will prepare an initial summary report of its work for delivery to DND/CAF. If the report contains any formal recommendations, DND/CAF will provide a formal response within thirty (30) days of receipt of those recommendations.
12. Within nine (9) months following the approval of the FSA, the Consultation Group will deliver its final report on its work, including any formal recommendations made and the DND/CAF's response. This report will be provided to the Chief of Defence Staff and the Deputy Minister of National Defence. DND/CAF will translate the report and make it available publically within sixty (60) days of the report's finalization. DND/CAF may also release a response to the report.

SCHEDULE “O” – GENDER REPRESENTATION AND DIVERSITY CONSULTATIONS

1. This document sets out a proposed consultation schedule. Should circumstances require it, the process, schedule or representatives may be amended or changed by the agreement of the parties to address challenges and facilitate the objective of the consultation.

Consultation Group

2. The lead representatives in respect of the consultations will be:

- (a) **CAF Representatives**

Within thirty (30) days of the FSA being approved, CAF will select three (3) representatives with functional responsibility for, or subject matter experience with Gender Diversity and Inclusion to participate in the consultations.

- (b) **Class Member Representatives**

Within thirty (30) days of the FSA being approved, Class counsel will select three (3) representative plaintiffs or class members to participate in the consultations.

- (c) **SMEs**

Within thirty (30) days of the FSA being approved, the parties will jointly select three (3) subject matter experts to participate in these consultations.

Process

3. The Consultation on Gender Representation and Diversity will proceed in three phases: Phase I – Needs Assessment, Phase II – Development, and Phase III – Finalization.
4. Class Member Representatives will not be paid for their time or their advice. Canada shall be responsible for reasonable expenses incurred by the Class Member Representatives in the course of carrying out their obligations under this Schedule. Reasonable expenses may include meals, travel and accommodation in accordance with the Government of Canada National Joint Council Travel Directive. Class Member Representatives may be asked to sign an Agreement with the Department of National Defence/CAF in order to facilitate the reimbursement of these expenses, in accordance with Government of Canada policies and procedures.
5. Administrative support required for the work of the Consultation Group will be provided through Military Personnel Command.

Phase I – Needs Assessment

6. The objective of the Needs Assessment phase is to establish an informational foundation and context to understand current CAF demography and initiatives and identify areas where the input and expertise of SMEs and Class Member Representatives could be best employed.
 - (a) Within 90 days following the approval of the FSA, the Consultation Group will hold one or two formal meetings of representatives. Additional separate meetings between some or all of the Consultation Group may be held as required;
 - (b) CAF will share information concerning current gender demography, trends and gender representation and diversity initiatives;
 - (c) CAF will share information on overall CAF structure and processes which may be important to improving gender representation and diversity, including, e.g., recruitment;
 - (d) SMEs will share subject matter expertise and types of program development, advice and input that can be provided;
 - (e) Consultation Group will brainstorm on methods to develop and improve CAF gender representation and diversity;
 - (f) Consultation Group to agree on scheduling and meeting dates for Phases II and III;
 - (g) SMEs to provide proposals with estimates of reasonable costs of consultation work to CAF for consideration and approval;
 - (h) CAF to arrange and establish SME contracts in accordance with government contracting rules and guidelines and Consultation Group objectives.

Phase II – Development

7. The Development phase involves work by SMEs in developing, discussing and integrating feedback from the broader Consultation Group, in relation to ideas and advice for gender representation and diversity proposals, recommendations and initiatives.
 - (a) Within six (6) months following the approval of the FSA, the Consultation Group will hold one or two formal meetings of representatives to discuss possible areas for improvement suggested by SMEs. Further communications or meetings may be scheduled as required;
 - (b) SMEs to develop proposals, ideas and advice regarding the development of programs or initiatives on CAF gender representation and diversity and how to integrate with current CAF structure processes and initiatives;

- (c) SMEs to provide preliminary draft report(s) outlining proposals or recommendations to CAF and Class Member Representatives for broader consideration within the Consultation Group. The Representatives will have an opportunity to provide comments and suggestions to ensure the recommendations reflect Class Members' interest and concerns and take into account existing CAF programs, initiatives and constraints;
- (d) Consultation Group to discuss and consider appropriate and realistic gender representation goals and timelines.

Phase III – Finalization

- 8. In the Finalization phase, SMEs will incorporate feedback and submit final reports to the Consultation Group, and the Consultation Group will in turn prepare a summary report of the SME proposals and Consultation Group work for delivery to CAF.
 - (a) Within nine (9) months following the approval of the FSA, SMEs will finalize and present proposals and recommendations addressing gender representation and diversity goals, and the timelines to achieve them, to the broader Consultation Group;
 - (b) The Consultation Group to present SME proposals to the CAF along with a summary report of the work of the Consultation Group.

SCHEDULE “P” – INDIVIDUAL APPLICATION / CLAIM FORM

INDIVIDUAL APPLICATION/CLAIM FORM

NOTES AND INSTRUCTIONS

NOTE TO CLAIMANTS

This Claim Form is for current or former members of the Canadian Armed Forces (CAF) and current or former employees of the Department of National Defence (DND) or the Staff of the Non-Public Funds, Canadian Forces, (SNPF) who experienced sexual assault, sexual harassment and discrimination based on sex, gender, gender identity or sexual orientation ("Sexual Misconduct") while serving in the CAF or while employed for DND or the SNPF.

The Claim Form and claims process are part of an out-of-court Settlement reached by the parties in class action litigation. The Settlement Agreement explains who is eligible to receive financial compensation and participate in a Restorative Engagement Program. You can find a copy of the Settlement Agreement at www.●.ca.

We will keep all the information you provide in this Claim Form confidential. Your privacy is important. We will not disclose your information to any of your co-workers, your supervisor or DND/CAF/SNPF leadership.

Claims for compensation will be received and may be assessed by an independent Administrator and/or Assessors. They will consider your information and decide whether you are eligible for compensation, and if so, how much.

Please read all the instructions and carefully complete the Claim Form so that your claim can be assessed as easily as possible.

If you have any questions regarding this Claim Form or the Claims Process, please contact the CAF/DND Sexual Misconduct Class Action Administrator by telephone at ● or email your questions to ●.

What if I want counselling and support through this process?

Throughout this claims process, you will be asked information about gender, gender identity, and sexual orientation-based discrimination and sexual misconduct. This Claim Form asks you to describe these events and how they have affected you. Responding to questions contained in this Claim Form may be disturbing and may trigger painful memories. We suggest that you proceed slowly and that you read and complete this form in a safe place. 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.

Should you need any support to help you deal with situations related to sexual misconduct, please contact any of the following support resources:

NOTE: You do not need to use any of these resources to be eligible for compensation under the Settlement

Confidential support lines for the Canadian Armed Forces (CAF)

Sexual Misconduct Response Centre: 1-844-750-1648
Family Information Line: 1-800-866-4546
CAF Member Assistance Program: 1-800-268-7708
VAC Assistance Service 1-800-268-7708

Current members:

- You can seek advice from the Sexual Misconduct Response Centre, which offers confidential and bilingual assistance, 24/7 at 1-844-750-1648. The Sexual Misconduct Response Centre is independent from the chain of command.
- Download the Respect in the Canadian Armed Forces mobile application. The app is interactive and provides support and guidance if you are a victim of sexual misconduct, a bystander, or someone supporting a victim. This is a free download from your mobile device's app store – Android, iOS or BlackBerry. Go to your app store or visit the CAF mobile app page at <http://www.forces.gc.ca/en/stay-connected/mobile-apps.page>
- You should consider informing the chain of command as soon as possible. This will trigger additional support and protection. The chain of command is responsible for ensuring the wellbeing of their subordinates and for responding promptly and decisively to all incidents of sexual misconduct. Your leadership can provide support and guidance on how to proceed.
- If you have concerns about the chain of command, you can contact the SMRC and you can bring your complaint to someone you trust outside of your direct chain of command, or to a Chaplain.
- Inappropriate sexual behaviour can also be reported through the Integrated Complaint and Conflict Management system (ICCM). This is a system which combines the harassment, grievance and alternative dispute resolution systems in a streamlined fashion, and is accessible online, at <https://www.canada.ca/en/department-national-defence/services/benefits-military/conflict-misconduct/integrated-conflict-complaint-management.html>, or at local offices and select CAF bases.
- If you wish to proceed with a formal criminal complaint, you have the option of reporting to a local Military Police unit, civilian police, or directly to the Canadian Forces National Investigation Service (CFNIS). CFNIS has specially-trained teams who deal exclusively with offences of a sexual or sensitive nature. The SMRC can refer you directly to the CFNIS for advice, assistance or to make a complaint.

Former members:

- There are local community resources available to you for support, assistance or reporting. Download the Respect in the Canadian Armed Forces mobile application and use the location guide for resources in your area. The app is interactive and provides support and guidance if you are a victim of sexual misconduct, a bystander, or someone supporting a victim. This is a free download from your mobile device's app store – Android, iOS or BlackBerry. Go to your app store or visit the CAF mobile app page at <http://www.forces.gc.ca/en/stay-connected/mobile-apps.page>
- Former members can also call Veterans Assistance Service at 1-800-268-7708 even if you are not registered with VAC.
- If you have not already contacted Veterans Affairs Canada, you may wish to do so to obtain information regarding what benefits you may be entitled to. General information regarding these benefits is available on the Veterans Affairs Canada website, at <http://www.veterans.gc.ca/eng/services/after-injury/disability-benefits>. You can also contact Veterans Affairs Canada by phone at 1-866-522-2122 (toll-free), Monday to Friday, 8:30 to 4:30, local time.
- If you wish to proceed with a formal criminal complaint, you have the option of reporting to a local Military Police unit, to civilian police, or directly to the Canadian Forces National Investigation Service (CFNIS). CFNIS has specially trained teams who deal exclusively with offenses of a sexual or sensitive nature.

Current employees of DND:

- You can seek assistance from the Employment Assistance Program, which provides short-term counselling to employees and their eligible family members who are experiencing personal or professional difficulties that may have an adverse effect on their personal well-being and/or work performance. This service is available 24 hours a day, 7 days a week, at 1-800-268-7708 or 1-800-567-5803 for people with hearing impairments, and additional information can be found at : <http://hrciv-rhciv.mil.ca/en/e-employee-how-can-i-access-help.page>

Current employees of SNPF:

- You can seek assistance from Sheppell-fgi service provider for the NPF Employee and Family Assistance Plan (EFAP) at <https://www.cfmws.com/en/AboutUs/CFPFSS/HR/Pages/Employee-Assistance-Program.aspx>

What if I need help Completing this form?

If you are unable to complete this form and need help, you can contact a member of the Administrator's team to discuss alternative methods to submit a claim. If you require accommodation, you may request a personal interview with a member of the Administrator's team. For more information, call ●, email ●, or visit www.●.ca.

If you require legal advice as you complete the form, have any further questions which cannot be answered by the Administrator, Class Counsel are also available to help you free of charge. You can reach Class Counsel by calling **the numbers below** or emailing ●, or visiting www.●.ca.

Ontario, Manitoba,

Saskatchewan, Alberta: 1 (888) 502-7455 or (613) 567-2901

Quebec: 1 (844) 532-7136.

Atlantic Canada: 1 (800) 465-8794

Rest of Canada: 1 (877) 275-8766

If you decide to consult another lawyer, you will be responsible for any fees they charge, and that lawyer may need permission from the Court to act on your behalf.

What if I have other questions?

If you have any other questions, please contact the Administrator: [website] [phone number] [email]

How do I submit the Claim Form?

Completed Claim Forms, along with a photocopy or scanned copy of a government-issued piece of photo identification, any additional sheets of paper or electronic attachments and all supporting documents must be sent to the Administrator on or before ● at CAF/DND Sexual Misconduct Class Action c/o ● or by email at ●.

In exceptional circumstances or where required to accommodate a Claimant's disability, the Administrator may consider a claim received up to 60 days after the deadline referred to above.

In exceptional circumstances or where required to accommodate a Claimant's disability, the Administrator may consider a claim received up to 60 days after the deadline referred to above.

INSTRUCTIONS

Please indicate at the top of page 1 of the Claim Form whether you wish to apply for Financial Compensation through this claims process as well as whether you are interested in participating in the Restorative Engagement program. **Please ensure that you complete all sections of the Claim Form that apply to you.**

Financial Compensation: You can apply for one, two or all three (3) Categories of compensation. You can be awarded compensation from all three (3) Categories of compensation for the same incident(s) if you meet the criteria for each Category of compensation (A+B+C).

Restorative Engagement: You can request to participate in the Restorative Engagement Program, a program administered by the Sexual Misconduct Response Centre. Restorative Engagement provides a safe opportunity for those who have experienced Sexual Misconduct to share their experiences directly or indirectly with current or former senior representatives of the CAF or DND with the support of specially-trained restorative practitioners who are not part of the CAF or DND. This process aims to allow survivors to explain the impact these experiences have had on them and to assist the CAF in addressing these problems in the future.

It is your choice whether you participate in Restorative Engagement. Doing so – or not – will not impact your claim for financial compensation. You can also apply for Restorative Engagement if you are not applying for financial compensation. If you indicate on the Claim Form that you are interested in participating in Restorative Engagement, you will be contacted by the Sexual Misconduct Response Centre directly to provide you with more information on this process and to determine whether Restorative Engagement is right for you. Further information on Restorative Engagement is also available here: [\[LINK\]](#)

When filling out the Claim Form, remember to:

- Read all questions and requests for information carefully before answering.
- Write clearly and legibly.
- Answer all the sections of the Claim Form that apply to you. Depending on your circumstances, you may be entitled to compensation under all three Categories (A, B1 or B2, and C).
- If you cannot remember an exact date or precise details, provide as much information as possible.
- You are not required to provide the names of people involved or witnesses if you are not comfortable doing so. Any witness you identify will not be contacted or questioned as to why the witness may have failed to report the incident.
- If a section or a question does not apply to you or if you do not know an answer, please write “Not Applicable” or “Don’t Know”. Do not try to guess the answers.
- Use as many extra sheets of paper as you need to provide complete and detailed information about your claim while making sure to submit those extra sheets with your Claim Form.
- If you use extra sheets, please write the question number that 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 Consent to Release Records and Certification portions of the Claim Form.

After completing 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.

If you need to make changes to any information in your Claim Form after you have sent it to the Administrator, please do so as soon as possible. Examples of important changes include a change of address, corrections to any information provided, or any new information about your claim.

If your Claim Form is incomplete or does not contain all of the required information, 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 will be considered when deciding whether to award you financial compensation, and if so, the amount of the compensation.

Again, if you have any questions, please contact the CAF/DND Sexual Misconduct Class Action Administrator at ● or ●.

Communications and Awareness

In order to assist the parties in determining the effectiveness of their campaign to get notice of the settlement out to the class members the parties request that you provide information about how you found out about this settlement below. **You are under no obligation to provide this information and there will be no consequences should you choose not to do so.**

I found out about this settlement because (please check all that apply):

- ☐ I read or heard about it in the news.
- ☐ I received a copy the notice from or information about the settlement from someone.
- ☐ I saw the notice or ads through social media.
- ☐ I received an e-mail or other communication from the CAF.
- ☐ Other (please describe in the space below).

CLAIM FORM

☐ I am a current or former CAF member or employee of DND or SNPF who has experienced sexual assault, sexual harassment or discrimination based on sex, gender, gender identity or sexual orientation while serving in the CAF or while employed for DND or SNPF.

☐ I wish to apply for compensation.

☐ I wish to be contacted by the Sexual Misconduct Response Centre for more information about Restorative Engagement.

Section I: Name and Contact Information

Any communication from the Administrator and any cheque for compensation will be sent to you in accordance with the contact information you provide below.

Full name (Given name, surname):

Other names: Please also provide all previous names, pre-married names, nicknames, or names used while a member of the Canadian Armed Forces or while employed by the DND or SNPF.

Preferred name:

Preferred title (Mr. Ms., etc.)

Date of birth:

Gender:

Social insurance number:

CAF Service Number (if available), PRI or other employment identification number

Are you currently serving in the CAF?

Yes ☐ No ☐

Are you currently employed by DND?

Yes ☐ No ☐

Are you currently employed by SNPF?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Were you formerly a member of the CAF or employed by the DND or SNPF? If yes, please indicate former membership or employment.	
Highest rank in the CAF:	
Highest position with DND or the SNPF:	
Last/current CAF unit:	
Military Occupations(s) or Classification(s)	
Regular Force Service (dates of service and environment: ie., Navy, Air, Army):	
Reserve Force Service (dates of service)	
Reserve Force Subcomponent(s) and dates of service	
Date(s) you joined CAF:	
Date(s) you joined DND or SNPF:	
Date(s) you released from CAF (if applicable):	
Date(s) you ceased employment for DND or SNPF (if applicable):	
Mailing address:	
City/Town:	
Province/Territory:	
Country:	

Postal Code:	
Daytime telephone number:	
Evening telephone number:	
Email address:	
Claim by Legal Representative if Claimant is Deceased or Otherwise Incapable of Submitting Claim	
If you are making a claim on behalf of a claimant as their legal representative, check this box:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Representative name:	
Representative's relationship to claimant:	
If the claimant has died, check this box:	Yes <input type="checkbox"/>
If the claimant has died, what is the date of death?	
If you are acting on behalf of a claimant as their legal representative, you must attach documentation to verify your eligibility to act on the claimant's behalf, such as a will or Order appointing you as the Estate Executor.	
Attached are the following documents verifying my eligibility to act on behalf of the claimant:	
Section II: Have You Received Compensation for the Harm Already or Incidents Reported in this Claim Form?	
<p>Under the Settlement, you cannot receive compensation if you have already been compensated by Canada for the same incident(s) and the injury(ies) that resulted therefrom for which claims are or could have been made in this Settlement. This includes a payment from:</p> <ul style="list-style-type: none"> • a judgment; • a consent judgment; • an award; • a settlement of a civil proceeding; or • a settlement of an administrative proceeding. 	

Note: you are not precluded from recovering compensation, except in relation to Category C under this settlement if you have received or continue to receive VAC benefits. You are not precluded from recovering compensation in relation to any category if you have received or continue to receive workers' compensation benefits under the *Government Employees Compensation Act (GECA)*.

In addition, no claimant who has received or is eligible to receive payment under the settlement from the "LGBT Purge" class action for the same or related conduct or the same or related injuries shall be eligible for compensation in this settlement. The LGBT Purge Settlement provided compensation for members of the CAF, members of the RCMP and public servants arising from actions taken by the Federal Government of Canada to identify, investigate, sanction, and in some cases, terminate the employment of or discharge LGBTQ2 members prior to June 20, 1996.

Have you already been compensated by Canada for any incident or event, and injury or injuries, for which claims are made in this Settlement, including any payments Have you received or are eligible to receive under the "LGBT Purge" class action settlement??

If so, please indicate below. Provide as much detail as possible including: the type and nature of proceedings, whether there has been an award, whether there is a decision or proceeding pending, and the details of any settlement, including the amount and whether a release was executed, and the details of the incidents and the injuries covered by that settlement.

If you need more room, please attach additional sheets which indicate which Section they correspond to and check this box ☐.

Section III: Consent to Disclosure and Release of Records

I understand that in order to process my claim it will be necessary for my personal information that is in the possession of the Government of Canada to be disclosed to any of the CAF/DND Sexual Misconduct Class Action Administrators or Assessor(s) or to my representative who is making my claim on my behalf (if applicable).

I also understand that it may be necessary for other entities, including the above, to disclose my personal information to the Government of Canada for the purpose of verifying my claim or for my participation in the restorative engagement process. I understand that by signing this application and submitting it to the claims process that I am consenting to the disclosure of my personal information to be used and disclosed by Canada, the Administrator, and the Assessors in accordance with the Settlement.

NOTE: The Information you provide will not be disclosed to your co-workers, supervisors or DND/CAF/SNPF leadership, or in any manner that will trigger a Duty to Report.

Signature:		
Date:		
Section IV: COMPENSATION		
COMPENSATION CATEGORIES		
<p>The Settlement has three categories of compensation, Category A, Category B and Category C. Compensation under these categories is cumulative. This means that, you can apply for one, two or three (3) Categories of compensation and can be awarded compensation from <u>all</u> three (3) Categories of compensation for the same incident or injuries if you meet the criteria for each Category of compensation (A+B+C). The criteria to qualify under each Category are set out in the Settlement Agreement and are explained below.</p> <p>You are only permitted to include incidents that were connected with your military service or employment for DND or SNPF. This includes incidents that you experienced in the military workplace. A military workplace is anywhere in a defence establishment, on a base, wing, or ship where military members may conduct business or access services, including Non-Public Fund facilities and outlets, barracks and messes. The military workplace also includes locations where you were on deployment, temporary duty (TD)/attached posting, and training courses, as well as participating in sanctioned events approved by the Chain of Command or someone in authority within a unit, such as parades, mess dinners, unit parties, unit sports activities, adventure training, or course parties.</p> <p>Military Service or employment may also include incidents outside of the military workplace which involved military members (CAF or foreign), Department of National Defence employees or DND/CAF contractors depending on the context.</p>		
Compensation Category A		
<p>To be eligible for compensation under Category A:</p> <ul style="list-style-type: none"> • you must have been a woman, identify as a woman, or be a person who identifies as LGBTQ2+; <u>and</u> • you must have experienced a harmful effect from having personally seen, heard and experienced sexual harassment or gender-based or LGBTQ2+-based discrimination that is connected to your military service or your employment with DND/SNPF; <u>and</u> • these experiences must have occurred between April 17, 1985 and [date of the FSA]. 		
I have experienced (check all of the boxes that apply to you):		
REPEATED INCIDENTS	YES	NO
Repeated sexual jokes or repeated inappropriate sexual comments about my appearance or body, or someone's appearance or body		
Repeated unwanted sexual attention		

Repeated pressure from the same person for dates or sexual relationships				
OTHER INCIDENTS	Once		More than once	
Inappropriate discussion about my sex life, or someone else's sex life	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Being sent or shown sexually explicit messages or materials like photos or videos, or being directed to view those materials online	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Indecent exposure or inappropriate display of body parts	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Unwelcome physical contact of a sexual nature	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Suggestions that a man doesn't act the way a man is supposed to act and a woman doesn't act the way a woman is supposed to act	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Myself or someone else being insulted, mistreated, ignored, or excluded because they are a woman, or because they are a person who identifies as LGBTQ2+	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Comments that people are either not good at a particular job or should be prevented from having that job because they are a woman, or because they are a person who identifies as LGBTQ2+	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Being prevented from having a particular job or an opportunity because I am a woman or a person that identifies as LGBTQ2+	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Other forms of sexual harassment, gender-based discrimination, and/or discrimination against a person who identifies as LGBTQ2+	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Description of the Harm Caused by the Incidents Described Above:				
<p>In order to qualify for compensation under Category A, you must have been harmed by the acts identified above. This harm may include such things as:</p> <ul style="list-style-type: none"> • avoiding or wanting to avoid specific people at work; 				

- staying or wanting to stay away from specific locations on the base, wing, or formation;
- feeling offended, demeaned or undervalued;
- made to feel mentally or physically threatened; or
- a violation of your dignity or personal autonomy.

In the space below, please describe how these incidents affected you. This is meant to be a short description. For example, it is sufficient to write that you were offended by the above-noted conduct, or that it was a violation of your dignity. Please note that you are not required to provide the names of people involved or witnesses if you are not comfortable doing so. It is not necessary to describe the incidents that took place under Category A.

If you need more room, please attach additional sheets which indicate which Section they correspond to and check this box ☐.

Compensation Category B

Category B provides compensation for:

- Targeted, ongoing or severe sexual harassment;
- Sexual assault in the form of unwanted sexual touching;
- Sexual activity where no consent or unable to consent; or
- Sexual attack.

You may apply under this section even if you have also applied under Category A.

1. Sexual harassment means:

A. Inappropriate verbal or non-verbal sexual communication, including but not limited to: sexual jokes, unwanted sexual attention, inappropriate sexual comments, or inappropriate discussions about sex life; or

B. Exposure to sexually explicit materials, including but not limited to: having sexually explicit materials displayed, showed or sent to the claimant, or taking and/or posting inappropriate or sexually suggestive photos or videos of the claimant without consent; or

C. Physical contact or sexual relations, including but not limited to: indecent exposure or inappropriate display of body parts, pressure from the same person for dates or sexual relationships, unwelcome physical contact or getting too close, or offering workplace benefits for engaging in sexual activity or being mistreated for not engaging in sexual activity.

For Category B, the sexual harassment must be either targeted, ongoing or severe.

A. **Targeted** sexual harassment means sexual harassment that is directed, or perceived to be directed, at the claimant.

<p>B. Ongoing sexual harassment means sexual harassment that is repeated over time, rather than a single, isolated incident.</p> <p>C. Severe sexual harassment means sexual harassment that has a lasting impact, or significant short-term impact, on the claimant.</p> <p>2. Sexual assault in the form of unwanted sexual touching means where you have been touched against your will in any sexual way. This includes unwanted sexual touching or grabbing, kissing and fondling.</p> <p>3. Sexual activity where no consent or unable to consent means where someone has subjected you to a sexual activity to which you did not, or were not able to, consent. Situations where you were unable to consent may include where you were drugged, intoxicated, manipulated, or coerced or forced in other ways.</p> <p>4. Sexual attack means where someone has forced you or attempted to force you into any unwanted sexual activity, by threatening you, holding you down, or hurting you in some way.</p> <p>Please indicate if you experienced any of the below conduct.</p>				
<p>Inappropriate verbal or non-verbal sexual communication, including but not limited to: sexual jokes, unwanted sexual attention, inappropriate sexual comments, or inappropriate discussions about sex life.</p>			<p>Yes <input type="checkbox"/></p> <p>Targeted <input type="checkbox"/></p> <p>Ongoing <input type="checkbox"/></p> <p>Severe <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
<p>Exposure to sexually explicit materials, including but not limited to: having sexually explicit materials displayed, showed or sent to the claimant, or taking and/or posting inappropriate or sexually suggestive photos or videos of the claimant without consent.</p>			<p>Yes <input type="checkbox"/></p> <p>Targeted <input type="checkbox"/></p> <p>Ongoing <input type="checkbox"/></p> <p>Severe <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
<p>Physical contact or sexual relations, including but not limited to: indecent exposure or inappropriate display of body parts, pressure from the same person for dates or sexual relationships, unwelcome physical contact or getting too close, or offering workplace benefits for engaging in sexual activity or being mistreated for not engaging in sexual activity.</p>			<p>Yes <input type="checkbox"/></p> <p>Targeted <input type="checkbox"/></p> <p>Ongoing <input type="checkbox"/></p> <p>Severe <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>

Sexual assault in the form of unwanted sexual touching Has anyone touched you against your will in a sexual way? This includes unwanted sexual touching or grabbing, kissing and fondling.			Yes <input type="checkbox"/>	No <input type="checkbox"/>
Sexual activity where no consent or unable to consent Has anyone subjected you to a sexual activity to which you did not, or were not able to, consent?			Yes <input type="checkbox"/>	No <input type="checkbox"/>
Sexual Attack Has anyone forced you or attempted to force you into any unwanted sexual activity, by threatening you, holding you down, or hurting you in some way?			Yes <input type="checkbox"/>	No <input type="checkbox"/>
Description of the Incidents Identified Above:				
In order to receive compensation under the Settlement, you must describe the experience(s) identified above. Provide as many details as possible to describe the experience(s), which may include: <ul style="list-style-type: none"> • what happened; • when it happened (with dates as specific as possible); • where it happened; and • how often it happened. Please note that you are not required to provide the names of witnesses if you are not comfortable doing so.				
If you need more room, please attach additional sheets or electronic documents and indicate to which Section they correspond and check this box <input type="checkbox"/> .				

Description of the Harm Caused by the Incidents Described Above:
<p>The amount of compensation you may receive for Category B depends on the type of sexual harassment or assault you sustained <u>and</u> the level of harm you experienced. For Category B, the settlement groups harm into three levels:</p> <p>1. Base Level Harm: Violation of Dignity or Personal Autonomy</p> <p>Physical, emotional or psychological harm which may manifest through distress, embarrassment, humiliation, degradation, anxious or depressive symptoms, loss of self-esteem, mistrust, difficulty sleeping, or self-imposed isolation or comparable indicia.</p> <p>2. Medium Harm: Emotional Disturbance Arising from Violation or Dignity of Personal Autonomy</p> <p>Moderate physical, emotional or psychological harm which may manifest itself through any of the indicia listed under Low Harm (above) experienced over a sustained period or any of the following indicia: insomnia, impaired ability to maintain or engage in social or romantic relationships, short term abuse of alcohol or drugs, cognitive impairments such as concentration, attention or memory deficiency, or under-employability or comparable indicia.</p> <p>3. High Harm: Significant Emotional Disturbance Arising from Violation of Dignity or Personal Autonomy</p> <p>Significant physical, emotional or psychological harm extending over a period of at least one (1) year which may manifest itself through two or more of the indicia listed under Low or Medium Harm (above) or any of the following indicia: through long term abuse of alcohol and/or drugs, suicidal ideation or a suicide attempt, homelessness, petty criminality, under-employability or psychiatric care or comparable indicia.</p> <p>In the space below please describe the harm caused by the experiences identified above. Provide as many details as possible to describe the experiences, which may include:</p> <ul style="list-style-type: none"> • the impact these incidents have had on your personal dignity, emotional health/well-being and sense of self-worth; • the nature, duration, and severity of the physical or psychological injury; • the nature and duration of any financial impacts occasioned by the harm or injury; • medical or other treatment arising from the injury or harm, and the costs of that treatment.
<p>If you need more room, please attach additional sheets which indicate to which Section they correspond and check this box <input type="checkbox"/>.</p>
<p align="center">Compensation Category C</p>

Category C provides for additional compensation (an "**Enhanced Payment**") for claimants who experience(d) PTSD or other diagnosed mental injuries or physical injuries directly from sexual assault or sexual harassment for which, for Class Members who have served or are serving in the CAF, VAC benefits have been applied for and denied, and where required, Departmental Review or Reconsideration has been sought, and has been denied.

Monetary awards made under the GECA or through the grievance process in respect of the same incident(s), and any injury(ies) that resulted therefrom, will reduce the award under C by the same amount.

In order to qualify for an Enhanced Payment:

- you must have experienced an act that qualified under Category B;
- you must have experienced a diagnosed mental injury (in accordance with the DSM-5 or prior DSM diagnosis) or physical injury and a medical record confirming your diagnosis; and
- you must have applied for VAC benefits and been denied, or if such denial was received prior to April 3, 2017, you must have sought reconsideration and been denied.

You may apply under this section even if you also applied under Category A and/or Category B.

The amount of compensation you may receive for Category C depends on the type and level of harm you experienced. For Category C, the settlement groups harm into three levels:

1. Significant physical or psychological harm, extending over a period of six months or more, including but not limited to a mild mental disorder which may manifest itself through the following: anxious or depressive symptoms, loss of self-esteem, mistrust, insomnia, nightmares, self-imposed isolation, short term periods (months) of abuse of alcohol and/or drugs and/or impaired ability to maintain or engage in social or romantic relationships or comparable indicia.

2. Significant and lasting physical or psychological harm, extending over a period of at least a year, including but not limited to a moderate mental disorder that may or may not be medically monitored and which may manifest itself through any of the symptoms listed under Low Harm (above) and/or through long term abuse of alcohol or drugs (years), suicidal ideation or a single suicide attempt, paranoia, cognitive impairments such as concentration, attention or memory deficiency, brief episode of homelessness, petty criminality, under-employability, psychiatric care or hospitalization of short duration (days) or comparable indicia.

3. Significant and lasting physical or psychological harm, extending over several years, including but not limited to a severe mental disorder which may manifest itself through any of the symptoms listed under Medium harm (above) and/or through several years of abuse of alcohol and/or drugs, two or more suicide attempts, psychotic symptoms such as hallucinations or delirium, prolonged homelessness, criminality, unemployability or prolonged under-employability, psychiatric care or hospitalization of extended duration (weeks or months) or comparable indicia.

To determine if you qualify for an Enhanced Payment, the Administrator will review your information provided for Category B describing the act and harm you sustained. If there is any additional information, you would like to submit, please do so below.

If you need more room, please attach additional sheets which indicate which Section they correspond to and check this box <input type="checkbox"/> .
Category C Medical Records
To qualify for compensation under Category C, you are required to submit a medical record that shows that you experienced a diagnosed mental injury (in accordance with the DSM-5 or prior DSM diagnosis) or physical injury.
Attached are the following relevant documents:
If you need more room to list, the relevant documents please add additional sheets and clearly identify that they are being submitted in response to "Category C - Medical Records". <input type="checkbox"/>
Do You Have Any Other Relevant Records?
<p>We know that you may not have any documentation or records relating to military sexual misconduct, and such documents are <u>not</u> necessary to support your claim. You are not required to file an Access to Information Request to obtain documents as a document search can be conducted subject to your consent (as described in Part III of this form).</p> <p>However, if you are claiming compensation under Categories B and/or C and you do have documents in your possession relevant to the harms identified in this Claims Form, you can attach copies of the documents to this Claim Form. Relevant documents may:</p> <ul style="list-style-type: none"> • provide details of relevant employment or membership in the Canadian Armed Forces; • confirm the details of the treatment you experienced; • provide names of witnesses to any relevant incidents (though please note that you are not required to provide the names of witnesses if you are not comfortable doing so); • detail the injuries or harm you experienced; • confirm any complaints you made or grievances you filed; and/or • provide information regarding impacts of your experiences and efforts to recover from those impacts. <p>Such documents might include:</p> <ul style="list-style-type: none"> • reports of military sexual misconduct that you prepared at the time of the events, and related outcomes (note that a report is not necessary for you to obtain compensation under this Settlement);

<ul style="list-style-type: none"> evidence of injuries sustained as a result of military sexual misconduct (including but not limited to physical and psychological medical records); documents from your personnel file; documents from any military police file; any complaint or grievance file in relation to the matters in question; or any other document, letter, report, memo, email, chart, diagram, photograph, video, or recording that may support, confirm, clarify or augment the descriptions and claims set out in this Claim Form. 	
Attached are the following relevant documents: (if you have no documents, write "Not Applicable").	
If you need more room to list, the relevant documents please add additional sheets or electronic records and clearly identify that they are being submitted in response to "Category C - Additional Relevant Records". <input type="checkbox"/>	
Veterans Affairs Disability Award/Pension or similar benefit	
<p>If you are serving or have served in the CAF and are seeking compensation under Category C, you must indicate if you have received, are receiving, or have applied to receive a Veterans Affairs disability pension, benefit or award or other benefits through VAC in relation to sexual assault or sexual harassment including <u>in respect of the same incidents or injury(ies) identified above</u>. If you need assistance to find out if you have received VAC benefits, please call 1-800-487-7797.</p> <p>Please identify your applications for VAC benefits and their results, and the amount of the payment below, if applicable.</p>	
If you need more room to list the relevant documents please add additional sheets and clearly identify that they are being submitted in response to "Category C - Relevant VAC Records". <input type="checkbox"/>	
Certification/Attestation [This section must be completed for all Categories]	
CERTIFICATION OF INFORMATION IN CLAIM FORM	
If you are making a claim for compensation under CATEGORY A ONLY	
I am a woman, and/or a person who identifies as LGBTQ2+.	Yes <input type="checkbox"/> No <input type="checkbox"/>
I have only considered incidents which occurred after April 17, 1985 and up to [Approval Date].	Yes <input type="checkbox"/> No <input type="checkbox"/>

Required for ALL CATEGORIES	
<p>I have included behaviours that were connected with my military service or my employment for DND/SNPF. This includes incidents that I experienced in the “military workplace”.</p> <p>The military workplace is defined as: anywhere in a defence establishment, on a base, wing, or ship where military members may conduct business or access services, including Non-Public Fund facilities and outlets, barracks and messes. It also includes locations where Class Members are on deployment, temporary duty (TD)/attached posting, and training courses, as well as participating in sanctioned events approved by the Chain of Command or someone in authority within a unit, such as parades, mess dinners, unit parties, unit sports activities, adventure training, or course parties.</p> <p>Military Service or employment may also include incidents outside of the military workplace which involved military members (CAF or foreign), Department of National Defence employees or DND/CAF contractors, depending on the context.</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Administrator and Assessors</p> <p>I recognize that the Administrator and the Assessors do not represent the Canadian Armed Forces and are not acting as agent or legal counsel for any party, and that they do not offer legal advice or have any duty to assert or protect legal rights of any party, or to raise an issue not raised by any party.</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Legal Advice</p> <p>I understand that I have access to legal advice through Class Counsel and that I may contact them to seek assistance with submitting a claim.</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>Certification that Information is true</p> <p>By completing this Claim Form and signing below I certify that the information provided in this Claim Form is true to the best of my knowledge.</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>I further 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</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>

Form and any attachments to it, and I confirm that this information is true.	
Verification by Administrator I further understand that the Administrator or the Assessors can seek additional information from the Canadian Armed Forces to verify the truthfulness of my statements.	Yes <input type="checkbox"/> No <input type="checkbox"/>
Disclosure of Prior Compensation I have previously received compensation in respect of the incident(s), and the injurie(s) that resulted from the incidents, for which I am making a claim for compensation here. **You may still be entitled to compensation under Category A and/or B even if you have received VAC benefits in relation to the incidents and injuries.	Yes <input type="checkbox"/> No <input type="checkbox"/>
I have received or I was eligible to receive a payment under the settlement in the “LGBT Purge” Class Actions for the same or related conduct or incidents.	Yes <input type="checkbox"/> No <input type="checkbox"/>
Claimant Signature:	
Date:	
Witness Name:	
Witness Signature:	
Date:	
Deadline To Submit Claims: ● (must be postmarked no later than XX, 2020)	
TO SUBMIT: Send your Form to: CAF/DND Sexual Misconduct Class Action Administrator, c/o ●. OR SUBMIT ONLINE AT ●	

SCHEDULE “Q” – CLAIMS PROCESS – ADMINISTRATION

General Principles

1. The claims process is intended to be expeditious and cost effective, and to minimize the burden on Class Members making claims (“**Claimants**”).
2. The Administrator and the Assessors shall, in the absence of evidence or clear indications to the contrary, presume the Class Members to be acting honestly and in good faith with respect to information provided on the Claim Form (**Schedule “P”**) and supporting documentation in their possession or control, if any (the “**Claim**”).
3. Where a Claim Form contains minor omissions or errors, the Administrator shall correct such omissions or errors if the information necessary to correct the error or omission is readily available to the Administrator or the Assessors.
4. The claims process is not meant to be adversarial. It aims to provide just compensation for meritorious claims and at the same time ensure that Claims are properly, fairly and expeditiously assessed on the basis of adequate and sufficient validation, wherever possible. To the extent possible, the claims process should be restorative in nature.
5. The claims process is also intended to prevent fraud and abuse. Where the Administrator or the Assessors has evidence of fraud or intentional errors or omissions that would materially affect the compensation to be awarded to the Claimant, the Administrator or the Assessors may disallow the Claim in its entirety.
6. Capitalized terms not defined in this Schedule have the meaning set forth in Section One of the Final Settlement Agreement.
7. The Parties, in consultation with the Administrator and Assessor(s) may amend the Claims Process or the Claim Form by agreement.

Claims Submission

8. An Individual Application may be submitted by filling out a Claim Form (Schedule “P”).
9. Every Claimant shall submit a Claim Form by the Individual Application Deadline. The Administrator shall accept for substantive review Individual Applications filed within 60 days after the Individual Application Deadline where the Claimant was delayed from delivering an Individual Application until after the Individual Application Deadline because of disability or exceptional circumstances. No Individual

Application shall be accepted for substantive review by the Administrator more than 60 days after the Individual Application Deadline without leave of the Court.

10. No more than one Individual Application may be filed on each Claimant's behalf.

Content of the Individual Application

11. In the Individual Application, a Claimant will self-identify by name (current name, other names, preferred name), date of birth, gender, social insurance number, CAF service number, PRI or other employment identifier, and the time period(s) that they were members, employees, highest rank or position, last/current unit, identification of Regular or Reserve Force service dates, date(s) joined, date(s) released, date(s) hired and date(s) employment ceased, LGBTQ2+ status (if applicable), mailing address, telephone number, and email address.
12. If the Individual Application is submitted by an Estate Executor or Personal Representative, the Estate Executor or Personal Representative must identify by name, relationship to the Claimant, and whether the Claimant has died and if so, when.
13. A Claimant shall indicate if the Claimant has received a payment of damages or other compensation through a judgment, award or settlement in respect of the same incident(s) and the injury(ies) that resulted therefrom for which claims are or could have been made in the settlement, and if the Claimant has received or is eligible to receive payment under the settlement from the "LGBT Purge" class action, also known as *Ross, Roy & Satalic v. HMQ*, for the same or related conduct or incidents for which claims are made by the Claimant in the settlement
14. A Claimant seeking compensation under **Category A** shall indicate that the Claimant saw, heard or experienced one of the acts listed in the **Category A** section of the Individual Application and shall indicate the nature of the harm caused by those acts.
15. A Claimant seeking compensation under **Categories B** and **C** shall provide particulars of the incident(s) complained of (including details of the incident, actors, location and time frame/dates); and identify the nature of the harm caused.
16. Claimants seeking compensation under **Categories B** and **C** shall be encouraged to provide all relevant documentation in their possession or control with their Individual Application. Relevant documentation and information may include reports of Sexual Misconduct prepared by the Claimant at the time of the incident(s), and related outcomes; evidence of harm sustained as a result of the military sexual misconduct (including but not limited to medical records concerning physical and psychological harm); the Claimant's personnel file or other service or employment records, medical files; or police files and any claim, complaint or grievance filed in relation to the same events and harm as claimed in the Individual Application Form. For level B, no negative inference will be drawn if there are no medical records

available or within the Claimant's possession or control. Previous decisions made by CAF or other authorities with respect to previous investigations, grievances, complaints, for the events alleged by the claimant may be considered by the Administrator or Assessor(s) but shall not be determinative.

17. A Claimant seeking compensation under **Category C** shall also:
 - (a) provide medical record(s) in support of the level of harm claimed; and
 - (b) indicate whether the Claimant has been paid and/or has made a prior claim, including a claim for workers compensation pursuant to the provisions of the *Government Employees Compensation Act* or Veterans Affairs Canada (VAC) application that is pending or was otherwise resolved in respect of the same incident(s) and the injurie(s) that resulted therefrom as claimed in the Individual Application (as well as the date and amounts of the payment, benefit or award received or to be received).
18. Claimants will be required to provide written consent to the release of documents in the possession of the Government of Canada to the Administrator and Assessors for the purposes of claim verification. For Claimants seeking compensation under **Category C**, the Administrator and/or Assessors may verify whether Claimants have been paid and/or have made a prior claim or a VAC application that is pending or was otherwise resolved in respect of the same incident(s) and harm(s) as claimed in the Individual Application. Claimants are not required to file an Access to Information and Privacy (ATIP) request under the federal *Access to Information Act* or the *Privacy Act* in order to file an Individual Application.
19. In each Claim Form, Claimants shall make an oath or solemn affirmation and certify in writing that the information provided in the Claim Form is true to the best of their knowledge. For greater certainty, the oath or solemn affirmation does not need to be sworn by a commissioner of oaths but must be signed in the presence of one witness.

Administrator's Initial Verification and Claims Analysis Process

20. The Administrator and Assessors shall determine the Claims in accordance with the Final Settlement Agreement ("**FSA**"), including the Schedules.
21. The standard of proof in all cases shall be a balance of probabilities. For greater certainty, in order for the Administrator or the Assessor(s) to conclude that a Claimant is eligible for compensation at any Level, they must conclude that, on the basis of the information and records submitted by the Claimant, and provided by Canada, as applicable, that it is more likely than not that the incident(s) and harm occurred and that the incident caused or contributed to the harm.

22. The Administrator, Assessor(s) and Canada shall establish service standards which all parties will seek to maintain, and which shall be adjusted from time to time to reflect the case load. The service standards will be set at levels that will lead to the completion of all decisions no later than fourteen months of the Claims deadline. The Administrator, Assessor(s) and Canada shall consult on a regular basis to ensure the efficient processing of claims.
23. Within 30 days of receiving an Individual Application, the Administrator shall complete an initial verification (the “**Initial Verification**”) to verify:
- (a) the identity of the Claimant, which may include a request for the production of government-issued photo identification establishing the Claimant’s identity, or a photocopy thereof;
 - (b) that the information provided in the Individual Application is complete;
 - (c) for a Claimant claiming as a Class Member, that the Claimant has not opted out of the settlement, or that they are not deemed to have opted out by operation of Rule 334.21(2) of the *Federal Courts Rules* for failing to discontinue any legal proceeding raising the same issues;
 - (d) for a Claimant claiming on behalf of a Class Member or a Class Member’s estate, that:
 - (i) the Class Member was alive on March 15, 2019;
 - (ii) that the Claimant has authority to act on behalf of the Class Member’s estate; and
 - (iii) that no opt-out was submitted for that Class Member, or that Class Member is not deemed to have opted-out pursuant to Rule 334.21(2); and
 - (e) for a Personal Representative claiming on behalf of a Class Member who is subject to a disability, that:
 - (i) the Personal Representative has authority to act on behalf of the Class Member; and
 - (ii) that no opt-out was submitted for that Class Member, or that Class Member is not deemed to have opted-out pursuant to Rule 334.21(2);
 - (f) for a Claimant seeking compensation under **Category A** only, that the claimant has not received damages or other compensation or payments in relation to the same or related incidents and injury(ies) that result therefrom; and
 - (g) whether the Claimant is subject to the release in *Ross, Roy & Satalic v. HMQ* in respect of the same incident and injury or injuries.

24. Upon completing the Initial Verification, the Administrator shall give access to the Individual Application and any supporting documentation to Canada through a secure platform or website, in the manner and form agreed by Her counsel and Class Counsel, if the Individual Application indicates that Class Counsel assisted the Claimant in submitting the claim.
25. Unless otherwise required by law, the information provided by Claimants shall be kept confidential. In particular, information provided by Claimants pursuant to the Individual Application will not be disclosed to Claimants' co-workers, supervisors or DND/CAF/SNPF leadership.

Canada's Verification and Document Retrieval

26. Upon receiving access to an Individual Application and supporting documents, and subject to the deadline extension clause below, Canada will first verify whether the Claimant served in the military and/or was in an employment relationship with the Department of National Defence ("DND") or the Staff of the Non-Public Funds, Canadian Forces ("SNPF"). Where no record of military service or employment with DND or SNPF is available, Canada will communicate this to the Administrator who may follow up with the Claimant to determine if the person has any additional information that could verify service.
27. At Canada's election, for Claimants seeking compensation under **Categories B or C**, Canada may retrieve and review relevant records pertaining to Class Members in order to provide them to the Administrator for review. In Her sole discretion, Canada may provide a response in the form of comments, and where possible, will indicate to the Assessors:
 - (a) That the files contain information that supports the claim;
 - (b) That the files contain information that is relevant to the claim;
 - (c) That the files contain information that does not support the claim;
 - (d) That the files do not contain relevant information;
 - (e) That the Claimant is in receipt of benefits from VAC; and/or
 - (f) That the Claimant has received damages or other compensation or payments in relation to the same incident(s) and the injury(ies) that resulted therefrom.
28. The Claimant, and Class Counsel, if the Individual Application indicates that Class Counsel assisted the Claimant in submitting the claim, shall be notified by the Administrator or through the platform if Canada provides a response under paragraph 27 and shall be provided with access to any comments or documents provided by Canada.

29. If Canada provides a response under paragraph 27(c), the Claimant, or Class Counsel, if the Individual Application indicates that Class Counsel assisted the Claimant in submitting the claim, may, within 60 days of being notified of the comments and documents, submit any documents and/or submissions in the form to be set out by the Administrator.
30. Where Canada provides a response to a claim, the Administrator or Assessor(s) shall consider the information, including any further documents or submissions by the Claimant pursuant to paragraph 29 and make their own findings and determinations as to probability.

Definitions and Indicia

A. Meaning and Indicia of Harassment

31. For the purposes of this agreement, sexual harassment means:
 - (a) Inappropriate verbal or non-verbal sexual communication, including but not limited to: sexual jokes, unwanted sexual attention, inappropriate sexual comments, or inappropriate discussions about sex life;
 - (b) Exposure to sexually explicit materials, including but not limited to: having sexually explicit materials displayed, showed or sent to the claimant, or taking and/or posting inappropriate or sexually suggestive photos or videos of the claimant without consent; or
 - (c) Physical contact or sexual relations, including but not limited to: indecent exposure or inappropriate display of body parts, pressure from the same person for dates or sexual relationships, unwelcome physical contact or getting too close, or offering workplace benefits for engaging in sexual activity or being mistreated for not engaging in sexual activity.
32. For **Category B**, the sexual harassment must be either targeted, ongoing or severe.
 - (a) **Targeted** sexual harassment means sexual harassment that is directed, or perceived to be directed at the Claimant.
 - (b) **Ongoing** sexual harassment means sexual harassment that is repeated over time, rather than a single, isolated incident.
 - (c) **Severe** sexual harassment means sexual harassment that has a lasting impact, or significant short term impact, on the claimant.
33. For purposes of assessing **Categories A** and **B1**, the Administrator and Assessors shall consider whether the Claimant has experienced the following indicia of harassment:

- (a) Repeated sexual jokes or repeated inappropriate sexual comments about the Claimant's appearance or body, or someone's appearance or body;
- (b) Repeated unwanted sexual attention;
- (c) Inappropriate discussion about the Claimant's sex life, or someone else's sex life;
- (d) Being sent or shown sexually explicit messages or materials like photos or videos, or being directed to view those materials online;
- (e) Indecent exposure or inappropriate display of body parts;
- (f) Repeated pressure from the same person for dates or sexual relationships;
- (g) Unwelcome physical contact of a sexual nature;
- (h) Suggestions that a man doesn't act the way a man is supposed to act and a woman doesn't act the way a woman is supposed to act;
- (i) The Claimant or someone else being insulted, mistreated, ignored, or excluded because they are a woman, or because they are a person who identifies as LGBTQ2+;
- (j) Comments that people are either not good at a particular job or should be prevented from having that job because they are a woman, or because they are a person who identifies as LGBTQ2+; or
- (k) Being prevented from having a particular job or an opportunity because the Claimant is a woman or a person that identifies as LGBTQ2+.

B. Meaning of unwanted sexual touching, sexual activity without consent or where unable to consent, and sexual attack

- (a) **Sexual assault in the form of unwanted sexual touching** means where the Claimant has been touched against their will in any sexual way. This includes unwanted sexual touching or grabbing, kissing and fondling.
- (b) **Sexual activity where no consent or unable to consent** means where someone has subjected the Claimant to a sexual activity to which they did not, or were not able to, consent. Situations where the Claimant was unable to consent may include where they were drugged, intoxicated, manipulated, or forced in other ways.
- (c) **Sexual attack** means where someone has forced the Claimant or attempted to force them into any unwanted sexual activity, by threatening you, holding you down, or hurting them in some way.

Administrator's and Assessor(s)' Decisions

A. Category A Assessment and Screening of Categories B and C claims

34. Upon receiving Canada's response and records if any and as applicable, and the Claimant or Class Counsel's response, as applicable, the Administrator will first review the Individual Application together with any other available information, and shall render a decision on eligibility for **Category A** compensation if sought, and will screen Claims which do not seek compensation under Level A on behalf of the Assessors.
35. In assessing Individual Applications for **Category A** and screening **Categories B** and **C** claims, the Administrator must:
 - (a) Obtain Canada's confirmation that the Claimant served with the CAF at the time of the alleged incidents; and
 - (b) Determine that the events forming the basis of the claims occurred during the Class Period.
36. In determining if a Claimant is eligible for compensation under **Category A**, the Administrator must confirm that the Claimant has declared, all of the following:
 - (a) that the Claimant has experienced Sexual Misconduct having regard to the definitions and indicia herein;
 - (b) that the incidents or experiences are in Connection with Military Service for the CAF Class or in Connection with Employment for the DND/SNPF Class; and
 - (c) that the nature of the harm described in the Claim Form was a consequence of, or resulted from, the incident(s) and is such that it caused humiliation or offence that is more than trivial, or other physical or psychological injury or illness.

B. Categories B and C Assessment

37. In determining if a Claimant is eligible for compensation under **Categories B1 or B2**, the Assessor(s) must find on a balance of probabilities, all of the following:
 - (a) that one or more of the incident(s) as described is more likely than not to have occurred;

- (b) that the Claimant's description of one or more of the incidents experienced constitutes targeted or ongoing or severe sexual harassment or harassment based on gender identity or sexual orientation, having regard to the indicia of harassment set out above, unwanted sexual touching OR a sexual assault in the form of sexual attack, or sexual activity where the Claimant did not or was unable to consent;
- (c) that the incidents or experiences are in Connection with Military Service for the CAF Class or in Connection with Employment for the DND/SNPF Class having regard to the entire context including whether or not it occurred within the Military Workplace, outside the Military Workplace but involving a military member (CAF or foreign military), DND employee or DND contractor; and
- (d) that the nature of the harm described in the Claim Form was caused or contributed to by the incident(s).

38. Once it is determined that a Claimant is eligible for either **Categories B1** or **B2**, the Assessor shall assess the level of harm suffered. This assessment shall be based on all the available evidence and the Assessors' application of the evidence having regard to the indicia set out in the following grid, none of which require a medical diagnosis:

Low	Physical, emotional or psychological harm which may manifest through distress, embarrassment, humiliation, degradation, anxious or depressive symptoms, loss of self-esteem, mistrust, difficulty sleeping, or self-imposed isolation or comparable indicia.
Medium	Moderate physical, emotional or psychological harm which may manifest itself through any of the indicia listed under Low Harm (above) experienced over a sustained period or any of the following indicia: insomnia, impaired ability to maintain or engage in social or romantic relationships, short term abuse of alcohol or drugs, cognitive impairments such as concentration, attention or memory deficiency, or under-employability or comparable indicia.
High	Significant physical, emotional or psychological harm extending over a period of at least one (1) year which may manifest itself through two or more of the indicia listed under Low or Medium Harm (above) or any of the following indicia: through long term abuse of alcohol and/or drugs, suicidal ideation or a suicide attempt, homelessness, petty criminality, under-employability or psychiatric care or comparable indicia.

39. In assessing eligibility for **Category C**, the Assessors shall confirm the following:

- (a) That a determination has been made that the Claimant is eligible under either **Categories B1** or **B2**;

- (b) For CAF Class Members, or DND/SNPF who have served or are also serving in the CAF, that the individual has applied for benefits and compensation through VAC in relation to the same injuries and has been denied; and
- (c) That the Claimant suffered or continues to suffer from PTSD or other diagnosed psychological or physical injuries directly arising from sexual assault or targeted or ongoing or severe sexual harassment.

40. Once it is determined that a Claimant meets the requirements in paragraph 40, and is eligible for **Category C**, the Assessors shall assess the level of harm suffered. This assessment shall be based on all the available evidence and the Assessor(s)' application of the evidence having regard to the indicia set out in the following grid:

Low	Significant physical or psychological harm extending over a period of six months or more, including but not limited to a mild mental disorder which may manifest itself through the following: anxious or depressive symptoms, loss of self-esteem, mistrust, insomnia, nightmares, self-imposed isolation, short term periods (months) of abuse of alcohol and/or drugs and/or impaired ability to maintain or engage in social or romantic relationships or comparable indicia.
Medium	Significant and lasting physical or psychological harm extending over a period of at least a year, including but not limited to a moderate mental disorder that may or may not be medically monitored and which may manifest itself through any of the symptoms listed under Low Harm (above) and/or through long term abuse of alcohol or drugs (years), suicidal ideation or a single suicide attempt, paranoia, cognitive impairments such as concentration, attention or memory deficiency; brief episode of homelessness; petty criminality; under-employability; psychiatric care or hospitalization of short duration (days) or comparable indicia.
High	Significant and lasting physical or psychological harm extending over several years, including but not limited to a severe mental disorder which may manifest itself through any of the symptoms listed under Medium harm (above) and/or through several years of abuse of alcohol and/or drugs; two or more suicide attempts, psychotic symptoms such as hallucinations or delirium; prolonged homelessness; criminality; unemployability or prolonged under-employability; psychiatric care or hospitalization of extended duration (weeks or months) or comparable indicia.

41. To determine whether a Claimant is eligible and at what level of compensation, the Administrator or Assessors may have reference to the Individual Application and any information submitted by the Claimant, and any information and documents provided

by Canada; may ask Claimants or Canada for any additional information the Administrator deems necessary. For greater certainty, the Administrator will seek additional information from the Claimant where it believes that the information submitted by the Claimant provides insufficient details regarding the incidents or the harm experienced, including where the Individual Application does not clearly articulate the level of harm that the Claimant has suffered. In these circumstances, the Claimant will be informed that he or she can provide this additional information by way of interview if he or she wishes.

42. For greater certainty, nothing precludes the Administrator or the Assessor(s) from relying solely on the attestation of the Claimant in determining whether the Claimant meets the criteria for **Categories A and B**. For **Category C**, nothing precludes the Assessors from relying on the attestation of the Claimant in addition to medical record(s) in support of the level of harm claimed in determining whether the Claimant meets the criteria. For all levels, where a Claimant is claiming on behalf of a Class Member, the Administrator and Assessors shall not rely solely on the attestation of the Claimant but shall require additional supporting evidence in order to substantiate a claim.
43. The Administrator shall promptly inform the Claimant of its decision and the decisions of the Assessor(s) ("**Administrator's or Assessors Decision**"). Canada, and Class Counsel (if the Individual Application indicates that Class Counsel assisted the Claimant in submitting the Claim), will receive notification that a decision has been rendered and will have access to it.

Reconsideration of Administrator's or Assessors' Decision

44. To request reconsideration by the Lead Assessor ("**Request for Reconsideration**"), the Claimant shall submit a reconsideration form (the "**Reconsideration Form**", to be developed by the Administrator) and any new relevant information to the Administrator within 30 days of the date of the Decision.
45. If the Claimant includes new relevant information in the Request for Reconsideration, the Administrator shall promptly make available to Canada the Reconsideration Form and any new relevant information provided by the Claimant. Canada shall provide any response in accordance with paragraph 28 related to Claimants' new relevant information within 60 days of receiving such access, or indicate that it will not be submitting any additional information.
46. If Canada provides comments or documents, the Claimant and Class Counsel, if the Individual Application indicates that Class Counsel assisted the Claimant in submitting the claim, may, within 30 days of being notified of the challenge, submit any documents and a written submission no longer than one page in response. The claimant may be afforded an interview where (a) the original claim for compensation under Categories B and/or C were denied by reason of the Assessor's review of information provided by Canada; and (b) the Lead Assessor, after reviewing any new information from the claimant and/or from Canada, proposes to deny the claim on reconsideration.

47. The Lead Assessor shall issue a decision ("**Reconsideration Decision**") within 30 days of receiving the Claimant's Request for Reconsideration or, if the Request for Reconsideration contains new relevant information, the earlier of the date of receipt of (1) any additional information or comment from Canada, or (2) of Canada's confirmation that it will not be submitting any such information.
48. The Administrator shall promptly inform the Claimant of the Reconsideration Decision. Canada, the Claimant, (and Class Counsel if the Individual Application indicates that Class Counsel assisted the Claimant in submitting the claim), will receive notification that a Reconsideration Decision has been rendered and will have access to the Reconsideration Decision.

Payments Pursuant to Administrator's Decisions

49. All payments shall be administered by Canada. Upon receipt of a request from the Administrator, Canada shall issue the Initial Payment (\$5,000) to all Claimants who have been found eligible for compensation under **Category A**, subject to the terms of the FSA.
50. Once the Claims Period has ended, the Administrator shall determine whether, based on the number of Claims received, there are sufficient funds to pay the **Categories B** and **C** claims immediately and if so, it shall proceed to make a request to Canada to make the Additional Payments.
51. Where the Administrator determines that there are not sufficient funds to pay the full amounts assessed, it shall determine the Reduced Payments in accordance with the formula set out in Section 7.19 of the FSA, and shall provide this information to Canada who shall then make the Reduced Payments.
52. Where the Administrator determines that the total aggregate amount of the Compensation Amounts is less than the Designated Amount, it shall determine the Augmented Compensation Amounts in accordance with the formula set out in Section 7.18 of the FSA, and shall provide this information to Canada who shall then distribute the Augmented Compensation Amounts accordingly.

Reconsideration or Disallowance for Fraud

53. If Canada has evidence that a Claim is fraudulent, a designated counsel of the Department of Justice and a designated member of Class Counsel shall examine the evidence and the Claim. With the agreement of the designated member of Class Counsel, which agreement shall not be unreasonably withheld, Canada may request reconsideration of an Administrator's Decision. If Canada requests a reconsideration for fraud, the Administrator shall allow the Claimant to make representations regarding the request.

54. The Administrator may disallow a Claim for fraud or misrepresentation at any time (“**Disallowance for Fraud**”). The Administrator's Decision or Reconsideration Decision shall indicate whether a Claim was rejected for fraud or misrepresentation.

Finality of Decisions

55. The Administrator's and Assessors' Decisions and any Reconsideration Decisions are final and binding without recourse to any court or other tribunal. For further clarity, there is no right of appeal or judicial review from any Decision of the Administrator.
56. For greater certainty, a Claimant may only request one reconsideration of an Administrator's or Assessor's Decision.

Random Audit

57. Canada shall have the right to randomly audit the claims process. The cost of the audit will be paid by Canada, separate and apart from any funds allocated to Settlement administration.

Reporting to the Parties

58. The Administrator and Assessor(s) will provide monthly reports to Class counsel and to Canada, preferably to be coordinated into a single report, which includes the following information pertaining to the preceding month:
- (a) Number of Claims submitted;
 - (b) Number of Category A-C Claims determined, and at which Level;
 - (c) Number of Claims denied;
 - (d) Number of Requests for Reconsideration filed;
 - (e) Number of Reconsideration Decisions determined in favour of the Claimant and of those denied;
 - (f) Number of claims disallowed for fraud or misrepresentation;
 - (g) Number of Initial Payments made; and
 - (h) Total amounts paid at each Level within each Category.

Reporting to the Court

59. Within 90 days of the expiry of the Claims Period, or as required by the Court, the Administrator and the Assessors shall jointly prepare a report to be filed with the Court, including the following information, broken down separately for each class:
 - (a) Number of Claims/Individual Applications submitted; and
 - (b) Number of Claims/Individual Applications finally approved, and under which Category.
60. The report should also include a summary of all quality control or audit activities undertaken by the Administrator and the Assessor(s), and the results thereof.

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SCHEDULE “S” – DRAFT SETTLEMENT APPROVAL ORDER

Date:

Ottawa, Ontario

PRESENT: The Honourable Mr. Justice Fothergill

Docket: T-2111-16

FEDERAL COURT

B E T W E E N :

SHERRY HEYDER, AMY GRAHAM and NADINE SCHULTZ-NIELSEN

Plaintiffs

- and -

THE ATTORNEY GENERAL OF CANADA

Defendant

Docket: T-460-17

B E T W E E N :

LARRY BEATTIE

Plaintiff

- and -

THE ATTORNEY GENERAL OF CANADA

Defendant

ORDER (Certification and Settlement Approval)

WHEREAS the parties before the Court have consented that the Honourable Justice Fothergill has authority to preside over the motion for certification and settlement approval in these actions in accordance with rules 53, 334.11, 334.17 and 334.29 of the *Federal Courts Rules*;

AND WHEREAS the Plaintiffs and the Defendant have entered into a Final Settlement Agreement (the “**FSA**”) dated July ●, 2019 in respect of the Plaintiffs' claims against the Defendant [and a Supplementary Agreement (the “**SA**”) dated July ●, 2019];

AND WHEREAS this Honourable Court approved the form of notice and plan for distribution of the notice of this motion by Order dated July ●, 2019 (the “**Notice Order**”);

AND UPON READING the Plaintiffs' motion record and written submissions;

AND UPON HEARING the motion made by the Plaintiffs, on consent, for an order: (a) certifying these actions as class proceedings for settlement purposes; (b) approving the **FSA** [and **SA**] between the parties; and (c) approving the notice of this settlement, the opt out and claims period and other ancillary orders to facilitate the Settlement;

AND UPON BEING ADVISED of the Defendant's consent to the form of this Order;

AND WITHOUT ADMISSION OF LIABILITY on the part of the Defendant;

AND UPON HEARING the oral submissions of counsel for the Plaintiffs, counsel for the Defendant, and all interested parties, including objections, written and oral;

THIS COURT ORDERS THAT:

A. Definitions

1. For the purposes of this Order, the following definitions shall apply:

- (a) “**Approval Date**” means the date the Court issues the Approval Order;
- (b) “**Approval Order**” means this Order;
- (c) “**Beattie Class Action**” means the action styled *Larry Beattie v. Attorney General of Canada*;
- (d) “**Canada**” means Her Majesty the Queen in Right of Canada, the Attorney General of Canada, Her and their current and former respective legal representatives, employees, agents, servants, predecessors, successors, executors, administrators, heirs and assigns;

- (e) **“CAF Class”** or **“CAF Class Members”** means all current or former CAF Members who experienced Sexual Misconduct up to and including the Approval Date, who have not opted out of the Heyder or Beattie Class Actions;
- (f) **“CAF Member”** means an officer and non-commissioned member of all components of the Canadian Armed Forces, as well as any individual who served in any branch, corps, service or other group within, or forming part of, the Sovereign’s armed or military forces for Canada;
- (g) **“Canadian Armed Forces”** or **“CAF”** includes any branch, corps, service or other group within, or forming part of, the Sovereign’s armed or military forces in Canada;
- (h) **“Certification Date”** means the date on which the Court issues the order of the Federal Court certifying the Heyder Class Action and the Beattie Class Action as class proceedings;
- (i) **“Class Actions”** means:
 - i. *Sherry Heyder et al. v The Attorney General of Canada* (Court File No. T-2111-16) (the **“Heyder Class Action”**);
 - ii. *Larry Beattie v. The Attorney General of Canada* (Court File No. T-460-17) (the **“Beattie Class Action”**);
 - iii. *Amy Graham et al v Attorney General of Canada* (Court File No. 13-80853-CP);
 - iv. *Glynis Rogers v The Attorney General of Canada* (Court File No. 457658);
 - v. *Alexandre Tessier c Procureur General du Canada* (Court File No. 200-06-000209-174); and
 - vi. *Nicola Peffers v The Attorney General of Canada* (Court File No. 165018).
- (j) **“Class Members”** means all members of the CAF Class and all members of the DND/SNPF Class.
- (k) **“DND/SNPF Class”** or **“DND/SNPF Class Members”** means all current and former employees of DND and of the Staff of the Non-Public Funds, Canadian Forces, who have experienced Sexual Misconduct up to and including the Approval Date, who have not Opted Out of the Heyder or Beattie Class Actions.
- (l) **“Department of National Defence employees”, “employees of DND”** or **“DND employees”** means all individuals appointed under the *Public Service Employment Act* by the Deputy Minister of Defence of all employment tenures, including managerial and excluded staff;

- (m) **"FSA" or "Settlement"** means the Final Settlement Agreement executed between the parties on July 9, 2019, attached as Schedule "A" to this Order.
- (n) **"Implementation Date"** means the latest of:
- i. the expiry of the Opt Out Period;
 - ii. if the Opt Out Threshold is exceeded, thirty (30) days after the expiry of the Opt Out Period;
 - iii. the day following the last day on which a Class Member may appeal or seek leave to appeal the Approval Order;
 - iv. the day after the date of a final determination of any appeal brought in relation to the Approval Order; or
 - v. January 15, 2020.
- (o) **"Heyder Class Action"** means the action styled *Sherry Heyder, Amy Graham, and Nadine Schultz-Nielsen v. The Attorney General of Canada*;
- (p) **"in Connection with Employment"** means occurring in the Military Workplace and involving military members (CAF or foreign), DND and SNPF employees, or CAF/DND contractors, and may include, having regard to the entire context, incidents occurring outside the Military Workplace and involving military members (CAF or foreign), DND and SNPF employees, or CAF/DND contractors;
- (q) **"in Connection with Military Service"** means occurring in the Military Workplace and involving military members (CAF or foreign) or Department of National Defence (DND) employees or contractors and may include, having regard to the entire context, incidents occurring outside the Military Workplace and involving military members (CAF or foreign) or DND employees or CAF/DND contractors;
- (r) **"Military Workplace"** means anywhere in a "defence establishment" within the meaning of section 2 of the *National Defence Act*, on a base, wing, or ship where military members may conduct business or access services, including Non-Public Fund facilities and outlets barracks and messes. The Military Workplace also includes locations where Class Members are on deployment, temporary duty, attached posting, and training courses, as well as participating in sanctioned events approved by the Chain of Command or someone in authority within a unit, such as parades, mess dinners, unit parties, unit sports activities, adventure training, or course parties;
- (s) **"Opt Out Period"** means the ninety (90) day period commencing on the Approval Date;
- (t) **"Opt Out Threshold – CAF Class"** means the Opt Out Threshold set out in Section 3.07 of the **FSA**;

- (u) **"Opt Out Threshold – DND/SNPF Class"** means the Opt Out Threshold set out in Section 3.08 of the **FSA**;
- (v) **"Supplementary Agreement"** or **"SA"** means the Supplementary Agreement executed between the parties on July ●, 2019, attached as Schedule "B" to this Order.
- (w) **"Releasees"** means individually and collectively, Canada, all current and former Ministers, employees, departments, Crown agents, agencies, Staff of the Non-Public Funds, Canadian Forces, and its employees, Crown servants and members of the CAF and the Royal Canadian Mounted Police for the matters pleaded, or which could have been pleaded against Canada in respect of Sexual Misconduct, known or unknown, in the Class Actions;
- (x) **"Releasors"** means each Class Member, deceased Class Member, Estate Executor, estate executor of a Class Member who was not alive on March 15, 2019, and their respective legal representatives, successors, heirs and assigns; and
- (y) **"Sexual Misconduct"** means the following in Connection with Military Service for the CAF Class and in Connection with Employment for the DND/SNPF Class:
 - i. sexual harassment;
 - ii. sexual assault; and/or
 - iii. discrimination on the grounds of sex, gender, gender identity or sexual orientation.

B. Compliance with Notice

2. All applicable parties have adhered to and acted in accordance with the Order of this Honourable Court dated July ●, 2019 relating to the provision of Notice of this hearing (the **"Notice Order"**) and the procedures provided in the Notice Order have constituted good and sufficient notice of the hearing of this motion.

C. Certification

3. These actions are hereby certified as class proceedings for the purposes of settlement pursuant to section 334.16(1) of the *Federal Courts Rules*.
4. There shall be two sub-classes, defined as follows:

CAF Class

All current or former CAF Members who experienced Sexual Misconduct up to and including the Approval Date, who have not Opted Out of the Heyder or Beattie Class Actions;

DND/SNPF Class

All current and former employees of DND and of the Staff of the Non-Public Funds, Canadian Forces who experienced Sexual Misconduct up to and including the Approval Date, who have not Opted Out of the Heyder or Beattie Class Actions.

5. Sherry Heyder, Amy Graham, and Nadine Schultz-Nielsen are hereby appointed as Representative Plaintiffs for the Class in the Heyder Class Action.
6. Larry Beattie is hereby appointed as Representative Plaintiff for the Class in the Beattie Class Action.
7. The Representative Plaintiffs allege, on behalf of the Class in each action, that the Defendant was negligent, that it breached its fiduciary duty, and that it breached their rights under sections 7 and 15 of the *Canadian Charter of Rights and Freedoms*.
8. The following is certified as the common issue for settlement purposes only:

Is the Defendant liable to the Class?

9. Koskie Minsky LLP and Raven, Cameron, Ballantyne & Yazbeck LLP/S.R.L. are hereby appointed as counsel to the Class.

D. Opt Out Procedure

9. Any Class Member who wishes to opt out of this class action must do so by completing and sending the form appended as **Schedule “J”** to the **FSA**, to the Administrator received or post-marked no later than [INSERT DATE THAT IS 90 DAYS FROM DATE OF ORDER].

E. Settlement Approval

10. The Settlement of this action on the terms set out in the **FSA**, including the Recitals and Schedules, as attached at Schedule “A” to this Order, and in the SA, including its Recitals and Schedules, and attached at Schedule “B”, and as expressly incorporated by reference into this Order, is fair and reasonable and in the best interests of Class Members, and is approved.
11. The Settlement and this Order are binding on the parties and on every Class Member, including persons under a disability, unless they opt out or are deemed to have opted out on or before the expiry of the Opt Out Period, and are binding whether or not such Class Member claims or receives compensation.

F. Dismissal and Release

12. The actions, and the claims of the Class Members and the Class as a whole, are discontinued against Canada, without costs and with prejudice and such discontinuance shall be a defence and absolute bar to any subsequent action against Canada in respect of any of the claims or any aspect of the claims made in the Class Actions and relating to the subject matter hereof, and are released against the Releasees in accordance with Section ● of the **FSA**, in particular as follows:
 - (a) the Releasor(s) fully, finally and forever release and discharge the Releasees, from any and all Legal Proceedings, actions, suits, proceedings, causes of action, common law, Quebec civil law and statutory liabilities, including but not limited to the Quebec and Canadian Charters of Rights and Freedoms, equitable obligations, contracts, claims, losses, costs, 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 Releasor may ever have had, may now have, or may in the future have, directly or indirectly arising from or in any way relating to or by way of any subrogated or assigned right or otherwise with respect to or in relation to any aspect of the Class Actions and this release includes any such claim made or that could have been made in any proceeding

including the Class Actions whether asserted directly by the Releasor(s) or by any other person, group or legal entity on behalf of or as representative for the Releasor(s);

- (b) Nothing in the **FSA** precludes members of the DND/SNPF Class from pursuing internal harassment complaints, grievances under the *Federal Public Service Labour Relations Act* and staffing complaints under the *Public Service Employment Act*, provided there is no double recovery as set out in section 12.01 of the **FSA**;
- (c) Nothing in the **FSA** precludes SNPF employees from pursuing grievances and complaints processes available pursuant to collective agreements or SNPF policies, provided there is no double recovery as set out in section 12.01 of the **FSA**.
- (d) Canada's obligations and liabilities under the **FSA** constitute the consideration for the releases and other matters referred to in the **FSA** and such consideration is in full and final settlement and satisfaction of any and all claims referred to in this Section and the Releasor(s) are limited to the benefits provided and compensation payable pursuant to the **FSA**, in whole or in part, as their only recourse on account of such claims.

13. This Order, including the releases referred to in paragraph ● above, and the **FSA** are binding upon all Class Members, including those persons who are under a disability.

G. Appointments

14. ● shall be and hereby is appointed as Administrator pursuant to the **FSA**. The fees, disbursements and applicable taxes of the Administrator shall be paid in accordance with Section ● of the **Supplementary Agreement dated [date]**.
15. ● shall be and hereby is appointed as Lead Assessor pursuant to the **FSA**. The fees, disbursements and applicable taxes of the Administrator shall be paid in accordance with Section ● of the **Supplementary Agreement dated [date]**.

16. No person may bring any action or take any proceeding against the Notice Provider, Administrator, Assessor(s), Oversight Committee, or the members of such bodies, or any employees, agents, partners, associates, representatives, successors or assigns, for any matter in any way relating to the **FSA**, the public notice campaign, the administration of the **FSA** or the implementation of this judgment, except with leave of this Court on notice to all affected parties.

H. Notice

17. “●” shall be appointed to provide notice of the approval of the Settlement, and shall be paid its fees and disbursements in accordance with **Schedule “E”**, being the Phase II External Notice Plan.
18. The DND/CAF Notice Plan and the Phase II External Notice Program provided for in Sections 3.03 and in the forms described in Section 3.04 and **Schedule “I”** of the **FSA** satisfy the requirements of the *Federal Courts Rules*, and is the best notice practicable under the circumstances. Within five (5) business days of this Order, notice shall be given of this Order, the approval of the **FSA**, and the claims period by the commencement as set out in the Internal Notice Plan (Phase II), attached as **Schedule “F”**, and in the Phase II External Notice Program attached as **Schedule “E”** to the **FSA**.
19. Canada shall pay the reasonable costs of Notice.
20. Notice shall be given in the forms attached as **Schedule “I”** to the **FSA**.

I. Opt Out Thresholds

21. In the event that the number of CAF Class Members who opt out of these proceedings exceeds six thousand two hundred and fifty (6,250), and Canada exercises its sole discretion pursuant to Section 3.07 of the **FSA** to void the **FSA**, the **FSA** will be void and this judgment will be set aside in its entirety.
22. In the event that the number of DND/SNPF Class Members who opt out of these proceedings exceeds one thousand (1,000), and Canada exercises its sole discretion pursuant to Section 3.08 of the **FSA** to void the **FSA** insofar as it concerns the DND/SNPF

Class, the **FSA** will be void insofar as it concerns the DND/SNPF Class and this judgment will be set aside insofar as it concerns the DND/SNPF Class.

J. Class Counsel Fees, Notice Fees and Honoraria

23. The legal fees, disbursements and applicable taxes owing to Class Counsel shall be determined by further order of this Court.
24. No fee may be charged to Class Members in relation to claims under the **FSA** without prior approval of the Federal Court.
25. Sherry Heyder, Amy Graham, Nadine Schultz-Nielsen, Larry Beattie, Glynis Rogers, Alexandre Tessier and Nicola Peffers shall each receive the sum of \$10,000 as an honorarium to be paid in accordance with **Section 16.01** of the **FSA**.

K. Continuing Jurisdiction and Reporting

26. The **FSA** shall be implemented in accordance with this Order and further orders of this Court.
27. This Court, without in any way affecting the finality of this Order, shall have exclusive and continuing jurisdiction over this action, the Plaintiffs, all of the Class Members, and the Defendant for the limited purposes of implementing and enforcing and administering the **FSA** and this Order, subject to the terms of the **FSA**.
28. This Court may issue such further and ancillary orders, from time to time, as are necessary to implement and enforce the provisions of the **FSA** and this Order.
29. Class Counsel and the Administrator shall report back to the Court on the administration of the **FSA** at reasonable intervals not less than semi-annually, as requested by the Court, and upon the completion of the administration of the **FSA** in accordance with **Schedule “Q”** of the **FSA**.

Class, the **FSA** will be void insofar as it concerns the DND/SNPF Class and this judgment will be set aside insofar as it concerns the DND/SNPF Class.

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23. The legal fees, disbursements and applicable taxes owing to Class Counsel shall be determined by further order of this Court.
24. No fee may be charged to Class Members in relation to claims under the **FSA** without prior approval of the Federal Court.
25. Sherry Heyder, Amy Graham, Nadine Schultz-Nielsen, Larry Beattie, Glynis Rogers, Alexandre Tessier and Nicola Peffers shall each receive the sum of \$10,000 as an honorarium to be paid in accordance with **Section 16.01** of the **FSA**.

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28. This Court may issue such further and ancillary orders, from time to time, as are necessary to implement and enforce the provisions of the FSA and this Order.
29. Class Counsel and the Administrator shall report back to the Court on the administration of the FSA at reasonable intervals not less than semi-annually, as requested by the Court, and upon the completion of the administration of the FSA in accordance with **Schedule “Q”** of the **FSA**.

Signature of judge, officer or registrar

SCHEDULE “T” - VAC WEB-PORTAL NOTICE

IF YOU ARE A SURVIVOR OF SEXUAL MISCONDUCT IN CONNECTION WITH YOUR MILITARY SERVICE IN THE CANADIAN ARMED FORCES YOU SHOULD READ THIS NOTICE

VETERANS AFFAIRS CANADA (“VAC”) HAS UPDATED SEVERAL POLICIES TO CLARIFY ITS APPROACH TO CLAIMS FOR DISABILITY ARISING IN WHOLE OR IN PART FROM SEXUAL ASSAULT AND HARASSMENT CONNECTED TO MILITARY SERVICE.

This notice summarizes the changes that have been made to VAC's policies relating to injuries arising from service, which include clarification that:

- (a) the occurrence of sexual trauma may be established on the basis of the claimant's own evidence, without the need for corroborating evidence; and
- (b) a claim for sexual trauma will not be rejected solely on the basis that it occurred off CAF property or at an event that the claimant was not required to attend.

This Notice also contains information about how you can apply to VAC for review or reconsideration if you have already been denied VAC benefits in relation to past claims arising from sexual assault or sexual harassment connected to your military service

I. POLICY CLARIFICATION - CLAIMS FOR DISABILITY BENEFITS INVOLVING MILITARY SEXUAL TRAUMA.

AS A RESULT OF THE SETTLEMENT OF THE CAF SEXUAL MISCONDUCT CLASS ACTION, VAC has updated the following three policies to provide clarifications regarding the revised approach taken by VAC in recent years when adjudicating applications for disability benefits involving claims of Military Sexual Trauma (Sexual Trauma), which is defined by VAC as including sexual assault or sexual harassment. These policies include the following changes:

- (a) clarification that, when determining a claim for benefits involving an injury or disease resulting from sexual trauma, the occurrence of the sexual trauma may be established on the basis of the claimant's own testimony; and,
- (b) additional clarification that, for the purposes of determining a claim for benefits, an injury or disease resulting from an incident of sexual trauma involving CAF members will not be rejected solely on the basis that it occurred off CAF property or at an event that the claimant was not required to attend. It is acknowledged that each decision as to whether or not an injury or disease is connected to military service is made by VAC having regard to all relevant contextual evidentiary factors.

The specific changes are in the following policies:

- Disability Benefits in Respect of Peacetime Military Service - The Compensation Principle
<https://www.veterans.gc.ca/eng/about-vac/legislation-policies/policies/document/1578> .
- Disability Benefits in Respect of Wartime and Special Duty Service – The Insurance Principle
<https://www.veterans.gc.ca/eng/about-vac/legislation-policies/policies/document/1447>
- Benefit of Doubt - <https://www.veterans.gc.ca/eng/about-vac/legislation-policies/policies/document/1584>

VAC has also updated its internal “Adjudication Manual” to reflect and facilitate these policy clarifications.

II. AVAILABLE OPTIONS FOR RECONSIDERATION AND REVIEW OF PAST VAC DECISIONS

Veterans and CAF members who applied for disability benefits and received an unfavorable decision prior to April 3, 2017 (the date VAC last revised its approach to these cases) are encouraged to identify themselves to VAC or, where possible, submit an application for departmental review to VAC. Where possible VAC will review these decisions, taking into account the revised approach for adjudicating applications for disability benefits involving claims of sexual trauma. VAC is able to revisit past decisions in the following limited circumstances:

- Where the initial decision contains an error with respect to a finding of fact, or the interpretation of any law (including where a decision is contrary to the revised approach), and VAC’s decision has not been reviewed by the Veterans Review and Appeal Board (VRAB);
- On application, where new evidence is provided in support of the claim (note that for disability award entitlement decisions, there is a limit of one such application for departmental review), and VAC’s decision has not been reviewed by the VRAB;
- If VAC’s decision has been reviewed by the VRAB, where the applicant has obtained the VRAB’s permission to return the application to VAC. Please visit <https://www.vrab-tacra.gc.ca/Home-accueil-eng.cfm> for more information on how to apply to VRAB to have your claim referred back to VAC for reconsideration; or
- Where the Entitlement Review Panel of the VRAB refers the matter back to the Minister for reconsideration.