

CANADA / JUDGMENT

Tiller v. Canada

2020 FC 320

COURT

Federal Court

DECIDED

10 March 2020

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Tiller v. Canada Court (s) Database Federal Court Decisions Date 2020-03-10 Neutral citation 2020 FC 320 File numbers T-1673-17 Decision Content Date: 20200310 Docket: T-1673-17 Citation: 2020 FC 320 Ottawa, Ontario, March 10, 2020 PRESENT: The Honourable Mr. Justice Phelan CLASS PROCEEDING BETWEEN: CHERYL TILLER, MARY-ELLEN COPLAND AND DAYNA ROACH Plaintiffs and HER MAJESTY THE QUEEN Defendant ORDER (Settlement Approval) WHEREAS this motion was made by the Representative Plaintiffs, on consent, pursuant to the Federal Courts Rules, SOR/98-106; AND WHEREAS the Parties entered into a settlement agreement dated June 21, 2019, and a supplemental agreement dated October 1, 2019, in respect of the Representative Plaintiffs' claims against the Defendant; AND WHEREAS this motion was heard on October 17, 2019; AND UPON READING the motion record of the Representative Plaintiffs; THIS COURT ORDERS that: Settlement Approval The settlement of this action as set out in the settlement agreement dated June 21, 2019 (collectively with its recitals, schedules and appendices the "Settlement" or "Settlement Agreement"), attached as Schedule A, is fair, reasonable and in the best interests of Class Members and is approved. Counsel fees are not included in this approval and are the matter of a separate decision and order. The Supplemental Agreement containing the terms of appointment of the Administrator and the Assessor (the "Supplemental Agreement"), attached as Schedule B, forms part of the Settlement Agreement, and is approved. The Settlement Agreement, including the Supplemental Agreement, is incorporated by reference into this Order and the definitions set out in the Settlement Agreement apply to this Order. The Settlement and this Order are binding on the Parties and on every Class Member, including persons under disability, unless they opted out or are deemed to have opted out of this class proceeding on or before the expiry of the Opt Out Period, being September 13, 2019. The Defendant will pay all amounts required by the Settlement Agreement and this Order. The Parties to the Settlement may, subject to Court approval, make non-substantive amendments to the Settlement Agreement, provided that each Party to the Settlement Agreement agrees in writing to any such amendments. Notice of Settlement Approval The long form Notice of Settlement Approval is approved substantially in the same form and content attached as Schedule C. It will be available in both English and French. The short form Notice of Settlement Approval is approved substantially in the same form and content attached as Schedule D. It will be available in both English and French. KCC LCC and RicePoint Administration Inc. will distribute the Notice of Settlement Approval substantially in the manner set out in the Notice Plan attached as Schedule E. The

Defendant will pay KCC LCC and RicePoint Administration Inc. the cost of distributing the Notice of Settlement Approval in accordance with the Notice Plan up to a maximum of \$250,000. Publishing of the Notice of Settlement Approval will commence within seven (7) days of the Implementation Date. Appointment of Administrator and Assessor Deloitte LLP is appointed as the Settlement's Administrator pursuant to Section 6.041 of the Settlement Agreement. The Administrator's duties and obligations as set out in the Settlement Agreement, including the Supplemental Agreement, and this Order are binding on the Administrator. The Administrator will make payments to Claimants as required under the Settlement Agreement or, where the Claimant has provided the Administrator with a direction to pay her counsel or law firm in trust, to that counsel or law firm. The Defendant will pay the fees, disbursements, and other costs of the Administrator in accordance with Section 6.06 of the Settlement Agreement and the Supplemental Agreement, including work undertaken for these purposes prior to the Approval Date. The Honourable Louise Otis is appointed as the Settlement's Assessor, pursuant to Section 6.01 of the Settlement Agreement. The Assessor's duties and obligations as set out in the Settlement Agreement, including the Supplemental Agreement, and this Order are binding on the Assessor. The Defendant will pay the fees, disbursements, and other costs of the Assessor in accordance with Section 6.06 of the Settlement Agreement and the Supplemental Agreement, including work undertaken for these purposes prior to the Approval Date. The Defendant and the RCMP will release to the Assessor and to the Administrator information and documents required by them or otherwise required by the Settlement Agreement or the Settlement claims process, in accordance with the terms of the Settlement Agreement, as well as the information required by this Court's July 5, 2019 Order in this matter. Neither the Assessor nor the Administrator nor their employees, agents, partners or associates can be compelled to be a witness in any civil or criminal proceeding, administrative proceeding, grievance or arbitration where the information sought relates, directly or indirectly, to information obtained by the Assessor or the Administrator by reason of the Settlement or the Settlement claims process. No documents received by the Assessor or the Administrator by reason of the Settlement or the Settlement claims process, whether received directly or indirectly, are producible in any civil or criminal proceeding, administrative proceeding, grievance or arbitration. No person may bring an action or take any proceeding against the Administrator or the Assessor or their employees, agents, partners, associates or successors for any matter in any way relating to the Settlement and its implementation and administration, except with leave of this Court on notice to all affected parties. Dismissal and Release The action against the Defendant is dismissed. The obligations assumed by the Defendant under the Settlement Agreement are in full and final satisfaction of all Released Claims against the Releasees, and the Releasees are forever and absolutely released from the Released Claims, separately and severally, by Class Members, including persons under disability, who have not opted out and are not deemed to have opted out of this class proceeding prior to the expiration of the Opt Out Period. Class Members, including persons under disability, who have not opted out and who are not deemed to have opted out of this class proceeding prior to the expiration of the Opt Out Period are barred from making any claim or taking or continuing any proceeding, including a Canadian Human Right Commission complaint or a claim pursuant to a provincial or territorial workers' compensation scheme, seeking compensation or other

relief arising from or in any way related to the Released Claims against any Releasees or any other person, corporation or entity that might claim damages, contribution, indemnity or other relief from a Releasee pursuant to the provisions of the Negligence Act, RSBC 1996, c 333 or its counterparts in other jurisdictions, the Police Act, RSBC 1996, c 367 or its counterparts in other jurisdictions, the common law, Quebec civil law or any statutory liability for any relief whatsoever, including relief of a monetary, declaratory or injunctive nature. Class Members who are awarded compensation under this settlement are barred from making a claim or taking or continuing any type of proceeding arising out of, or relating to, any harassment or discrimination in the workplace by any Regular Member, Special Constable, Cadet, Auxiliary Constable, Special Constable Member, Reserve Member, Civilian Member, Public Service Employee, or Temporary Civilian Employee, working within the RCMP, male or female. Prior Claims for Compensation For the purpose of facilitating the determination of a Claimant's entitlement to compensation, the Defendant is to prepare and provide to the Assessor and to Deloitte LLP a list of Primary Class Members who have been paid by Canada further to a civil claim, grievance or harassment complaint, including a complaint to the Canadian Human Rights Commission, or who have had a prior civil claim, grievance or harassment complaint in which compensation was claimed and in which Canada was a party, including a complaint to the Canadian Human Rights Commission, otherwise resolved in respect of gender or sexual orientation based harassment or discrimination in an RCMP controlled workplace during the Class Period. Continuing Jurisdiction This Court will retain continuing jurisdiction over the Settlement and its implementation, interpretation and enforcement and the Parties will report to the Court from time to time as directed by the Court but not less than every six (6) months unless otherwise ordered. The Parties will seek judgments or orders from the Court in such form as is necessary to implement and enforce the provisions of the Settlement Agreement and to supervise the ongoing performance of the Settlement Agreement. Costs Each Party will bear their own costs of this application. blank "Michael L. Phelan" blank Judge SCHEDULE A SCHEDULE B – APPENDIX 1 SCHEDULE B SCHEDULE C SCHEDULE D SCHEDULE E

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