

FEDERAL COURT

TODD EDWARD ROSS, MARTINE ROY, and ALIDA SATALIC

Plaintiffs

- and -

HER MAJESTY THE QUEEN

Defendant

AGREEMENT IN PRINCIPLE

INTRODUCTION

1. On March 13, 2017, the Plaintiffs, Todd Edward Ross, Martine Roy and Alida Satalic (the Plaintiffs), filed a consolidated proposed class proceeding in the Federal Court (Court File No. T-370-17). The Plaintiffs, all former members of the Canadian Armed Forces (CAF), claim on their own behalf and on behalf of class members that they suffered harm as a result of officially sanctioned policies of the CAF, Royal Canadian Mounted Police (RCMP) and the core departments and agencies of the Federal Public Service, which policies targeted members and employees of those organizations who identify as lesbian, gay, bisexual or transgender.
2. The Plaintiffs and the Government of Canada (the Defendant) (the “Parties”) recognize and acknowledge that the historic policies and practices described below had harmful effects on the class members and that they are not consistent with the values and principles that are now embodied in the Canadian and Quebec *Charters of Rights and Freedoms* and the *Canadian Human Rights Act*. They wish to enter into a settlement to:
 - (a) provide a meaningful personal apology to class members who faced threat of sanction or were more directly affected by these policies while serving in the military, RCMP or while employed in the federal public service;
 - (b) provide compensation to those who suffered direct negative effects of the application of the officially sanctioned policies; and to

- (c) provide funding for individual and collective Reconciliation and Memorialization Projects that will record and memorialize these historic events in order to educate and prevent future discrimination, which it is hoped will lead to reconciliation with the LGBTQ2SI community.
3. The Parties agree to the terms of this Agreement in Principle. This agreement evidences their desire to work towards a final Settlement Agreement that will be subject to approval by the required authorities within the Government of Canada and by the Federal Court (the “**Final Settlement Agreement**”).

DEFINITIONS

4. For the purposes of this agreement,

“**LGBT purge**” refers to actions taken against:

(1) members of the Canadian Armed Forces (CAF) pursuant to Canadian Forces Administrative Order 19-20 and precursor policies within the Army, Navy and Air Force as they may have existed from January 1, 1962 through to October 27, 1992; and

(2) members of the RCMP and employees of the Federal Public Service as defined in this agreement pursuant to Cabinet Directive 35, in force from December 18, 1963 until June 18, 1986;

to identify, investigate, sanction, and in some cases, terminate the employment of, or discharge from military or police service, lesbian, gay, bisexual and transgender employees and members of the CAF or RCMP on the grounds that they were unsuitable for service or employment because of their sexual orientation, gender identity and gender expression.

“**Federal Public Service**” means the departments, agencies, or organizations whose security screening investigations were conducted pursuant to Cabinet Directive 35, and includes the organizations listed in **Annex A** for the time periods specified therein.

“**Employee**” of the Federal Public Service includes determinate/term and indeterminate employees appointed under the *Public Service Employment Act*, whether full time or part time, and employees under the *Public Service Staff Relations Act*, including persons employed in a managerial or confidential capacity and employees of the Canadian Security Intelligence Service, but does not include students, casuals, ministerial staff, staff locally engaged outside of Canada or persons appointed by the Governor in Council.

5. The class is defined as follows:

(i) **CAF Class:**

All current or former members of the Canadian Armed Forces who faced threat of sanction, were investigated, sanctioned, or who were discharged from the military in

connection with the LGBT Purge, by reason of their sexual orientation, gender identity, or gender expression between January 1, 1962 and June 20, 1996.

(ii) Federal Public Servant and RCMP Class:

All current or former members of the RCMP and current or former employees of the Departments and Agencies of the Federal Public Service as defined herein, who faced threat of sanction, were investigated, sanctioned or were discharged by the RCMP or terminated from their employment in a government department or agency in connection with the LGBT Purge, by reason of their sexual orientation, gender identity, or gender expression between January 1, 1962 and June 20, 1996.

6. The class shall be limited to persons who were alive as of October 31, 2016, with the sole exception of eligibility for the benefits provided in paragraphs 7 and 8 that are intended to symbolically recognize the wrongs done to deceased class members.

INDIVIDUAL RECONCILIATION AND RECOGNITION MEASURES

7. Individual reconciliation measures shall be recognition by way of an award to be created to be called the Canada Pride Citation/Citation Fierté Canada, and/or a personal letter of apology, upon request by a class member through the claims process. The draft Terms of Reference for the award and draft Design Plan, are attached as **Annexes C and D**.
8. All class members would be eligible for the Canada Pride Citation/ Citation Fierté Canada, and letter of apology.

BROAD BASED RECONCILIATION AND MEMORIALIZATION INITIATIVES

Guaranteed amount

9. The Defendant agrees to provide at least **\$15 million** for broad based Reconciliation and Memorialization Measures.

Agreed upon Measures

10. The Parties agree that the Reconciliation and Memorialization Measures will include the following:
 - (a) The curation of a core and traveling museum exhibit by the Canadian Museum of Human Rights, which will be based on the collection of stories and oral histories of class members; and

- (b) The creation of a National Monument to be located in Ottawa and accompanying educational package which will memorialize the historic discrimination against LGBT Canadians, including with respect to the LGBT Purge.

Reconciliation and Memorialization Panel

11. A Panel will be created to review and determine the allocation of funds for additional projects which may include: Heritage Minutes, academic endowments, funding for local community organizations, additional archive projects including those undertaken by the Canadian Lesbian and Gay Archives, Archives Gaies du Québec, scholarships, fellowships and research funding, Telefilm documentary Project.
12. The Parties agree that, to the extent possible, existing mechanisms within the federal government will be used to facilitate the projects, for example, any endowments will be funded through the Canada History Fund.
13. The Panel will include:
 - (a) 4 Class Members;
 - (b) 1 member(s) of the Plaintiffs' Class Counsel team;
 - (c) 4 representative(s) of the Government of Canada;
 - (d) 1 representative of Justice's Counsel team; and
 - (e) A chair to be nominated by the Class members appointed to the Panel

Training

14. The Plaintiffs acknowledge that the CAF, RCMP and Public Service presently have in place diversity training for its members and employees regarding LGBTQ2SI issues. The Defendant agrees that the CAF, RCMP and the Canada School of Public Service will consult with a non-governmental organization subject matter expert on ways to improve existing training on LGBTQ2SI inclusion. The reasonable costs incurred by subject matter experts in this regard will be approved by the Reconciliation and Memorialization Panel and will be paid from the guaranteed amounts for Reconciliation and Memorialization Measures, mentioned in paragraph 9 above.
15. The Defendant agrees that the LGBTQ2 Secretariat, Privy Council Office, will consult with a non-governmental organization subject matter expert, and consider recommendations regarding ways to enhance LGBTQ2SI inclusion in the Federal workplace through policy initiatives.

Records

16. Canada will make best efforts to ensure that class members are provided with access to their own records where such a request is made during the claims period, where such records exist. Canada shall make best efforts to seek out and provide the requested records in a timely manner.
17. On the request of any class member who was sanctioned, has resigned or was discharged or terminated as a result of CFAO 19-20 or CD-35, their personnel file or service record will have added to it a notation that their sanction, resignation or discharge was as a result of a wrongful historic policy of Canada and that the class member was not unfit for service due to their sexual orientation, gender expression or gender identity. Best efforts will be made to ensure that duplicate records held by Veterans Affairs Canada will also have added to them the same file notation.
18. Subject to the provisions of any applicable legislation, Canada will make best and reasonable efforts to make historical documentation available to an Archive project involving documentation relating to the LGBT Purge. The parties agree that a meeting of experts appointed by each party will be convened in connection with the finalization of the detailed Minutes of Settlement for identifying the precise scope of the documents to be produced and the scope and manner of that production.
19. Canada agrees to waive the implied undertaking rule in respect to all documentary evidence produced to the plaintiff, Michelle Douglas, in *Douglas v. Canada* including, but not limited to, the documents numbered 43, 96 105 and 109 and the transcripts of the discoveries or cross examinations, subject to any applicable statutory exceptions or privileges, and the plaintiffs herein will, in turn, seek the same waiver, from the plaintiff, Michelle Douglas, in the aforementioned case for purposes of placing all said documents into the public domain.

INDIVIDUAL COMPENSATION

Total Compensation available for Individual Compensation

20. The total amount payable by Canada towards individual compensation is limited to the sum of all payments assessed as payable to each eligible class member as defined and set out below, and shall not in any circumstances exceed the sum of **\$110 million**.

Administrator and Assessor

21. The parties will choose a mutually agreed upon Administrator (the “**Administrator**”) to administer the Canada Pride Citation/Citation Fierté Canada and Levels 1 to 3 of the Individual Compensation scheme.
22. The parties will choose a mutually agreed upon Assessor (the “**Assessor**”) to adjudicate eligibility for compensation under Level 4 of the Individual Compensation scheme.

Assessment and Eligibility

23. The Administrator shall review and assess applications from applicants and determine whether each applicant is (1) a class member; (b) is eligible for compensation, and if eligible, (c) is eligible under Categories 1, 2 or 3, based on the criteria in **Annex B**. Specific details and processes for verification will be negotiated between the parties and set out in the final Settlement Agreement and/or Administration Plan.
24. The parties will negotiate and agree upon a suitable adjudication process for assessing Level 4 to be conducted by or overseen by the Assessor.
25. The Defendant shall pay **\$50 million** to the Administrator (the “**Designated Amount**”). In addition, the Defendant shall set aside the \$15 million identified in paragraph 9 of this Agreement, which shall be used for Reconciliation and Memorialization measures under the direction of the Reconciliation and Memorialization Panel, as agreed above. The parties agree that the Reconciliation and Memorialization Panel has the discretion and authority to direct Canada to pay the \$15 million to the Administrator, or to direct that some or all of the \$15 million set out in paragraph 9 be retained within the Government of Canada to fund certain Reconciliation and Memorialization measures, if the Panel deems that to be the most efficient and cost-effective way to fund and implement such measure(s).
26. The Administrator shall pay class members who are eligible for compensation (which for greater certainty does not include those who faced threat of sanction without more) an amount that is equal to the following amounts (the “**Compensation Amounts**”), subject to any necessary pro rating as set out in paragraphs 37 or 42 below:

	Level	Compensation Amount
1.	Investigation and / or sanction – Level 1; or	\$ 5,000
2.	Investigation and / or sanction – Level 2; or	\$ 20,000
3.	Discharge or Termination	\$ 50,000

Plus, if applicable, one of

4A	Exceptional Harm; or	Up to \$50,000
4B	Exceptional Harm, including from physical and/or sexual assault	Up to \$100,000

27. For greater certainty, class members are eligible for compensation if they experienced incidents described in Levels 1, 2 or 3. The compensation to which such persons are entitled

is the highest applicable category of Levels 1 or 2 or 3 which describes the harm they experienced.

28. If a class member, who qualifies for a payment under Level 1, 2 or 3 also experienced exceptional harm as detailed in Level 4A or 4B, that class member will also be eligible to receive a payment pursuant to either Level 4A or 4B, but not both, depending on which is the most applicable.
29. The amount of compensation payable under Level 4A or 4B will be determined by the Assessor to a maximum of an additional \$50,000 for Level 4A, or to a maximum of an additional \$100,000 for Level 4B. The total compensation received by a class member shall not exceed \$100,000 (Level 1 or 2 or 3 + Level 4A) or \$150,000 (Level 1 or 2 or 3 + Level 4B), subject to the addition of the augmented amounts described below.
30. Criteria for each of the four Levels are set out in **Annex B** and will be further defined in the Final Settlement Agreement.
31. The Administrator shall pay to such federal government departments, community organizations, or other designated entities, monies for reconciliation and memorialization measures as directed by the Reconciliation and Memorialization Panel created pursuant to paragraphs 11 to 13 to a maximum of \$15 million or such greater amount as may accumulate for those purposes pursuant to paragraphs 32-37.

Residue of Designated Amount and Augmented Compensation Amounts

32. If there is any residue from the Designated Amount after the Compensation Amounts are paid, up to \$10 million shall be distributed from the Designated Amount to Reconciliation and Memorialization Measures (the “**Additional Reconciliation and Memorialization Measures Payment**”).
33. Any further residue from the Designated Amount after the Compensation Amounts and the **Additional Reconciliation and Memorialization Measures Payment** referred to in paragraph 32 are made shall be distributed on a *pro rata* basis to eligible claimants to a maximum total payment to each eligible class member as the case may be (the “**Augmented Compensation Amounts**”) as follows:

Level	Augmented Compensation Amount
1. Investigation and / or sanction – Level 1; or	Up to \$7,500 (up to additional \$2,500)
2. Investigation and / or sanction – Level 2; or	Up to \$25,000 (up to additional \$5,000)
3. Discharge or Termination	Up to \$50,000 (no augmented amount)

Plus, if applicable, one of

- | | | |
|----|---|---|
| 4A | Exceptional Harm; or | Up to \$60,000 (up to additional \$10,000) |
| 4B | Exceptional Harm, including from physical and/or sexual assault | Up to \$125,000 (up to additional \$25,000) |
34. For greater certainty, class members who qualify for Level 3 (Discharge or Termination) shall not be entitled to any Augmented Compensation Amount. Payments in respect of Level 3 (Discharge or Termination) shall be capped at \$50,000 plus Level 4A or 4B, if one of 4A or 4B applies, for a maximum total payment of \$110,000 or \$175,000 respectively.
35. After payment of the Augmented Compensation Amounts, any further residue from the Designated Amount shall be applied to additional Reconciliation and Memorialization Measures.
36. If the Designated Amount is insufficient to pay the Compensation Amounts to each eligible class member, then the Defendant shall pay an amount sufficient to pay Compensation Amounts to each eligible class member (the “**Enhanced Amount**”) up to an additional **\$60 million**.
37. In no circumstances shall the Defendant be required to pay any amount in excess of **\$110 million** for compensation payments to eligible class members. If the Enhanced Amount is not sufficient to pay the Compensation Amounts to each eligible class member, then all amounts owing to class members after payment of the *initial payment* (defined below) shall be divided on a *pro rata* basis among the eligible class members so that the total payments to class members do not exceed **\$110 million**. The Administrator will then pay out the reduced payments to each class member.

Initial and Final Distribution of Approved Payments

38. All class members eligible for compensation will receive **\$5,000** (the “*initial payment*”) as soon as reasonably possible following verification that they will qualify for compensation in one of Levels 1, 2 or 3 in the grid above. Funds will be disbursed by Canada to the Administrator to facilitate the *initial payments* as required.
39. Should the Administrator find that a class member is eligible for compensation pursuant to Levels 1 (if applicable), 2, 3 or 4, the amount already paid by way of the **\$5,000** initial payment will be deducted from the total amounts assessed as payable to that class member, resulting in the *additional payment* to be paid through a final distribution.
40. Payment of the *additional payments* will be withheld for a period of 12 months from the date the Court approves the terms of settlement (the “**Claims Period**”).

41. At the end of the Claims Period, the Administrator will provide a comprehensive report on the *additional payments* assessed and payable in respect of each class member. Upon review of the report, Canada shall pay to the Administrator an amount equal to the sum of the *additional payments* or the *reduced payments* subject to the maximum amount payable by the Defendant as described herein.
42. If at any time after the Claims Period begins, it appears that the total amounts assessed for *initial payments* will exceed **\$110 million**, the Administrator will be given the discretion to suspend these payments until the Claims Period ends. If at the end of the Claims Period, the total amounts assessed for *initial payments* exceed **\$110 million**, the *initial payments* that have not yet been paid will be prorated and no *additional payments* will be paid to class members.

PREVENTION OF DOUBLE RECOVERY

43. Class members who have already received a payment of damages or other compensation through a final judgment in civil or administrative proceedings in respect of the LGBT purge or harms arising therefrom shall not be entitled to individual compensation. Class members who have received a payment of damages or other compensation through a settlement in civil or administrative proceedings in respect of the LGBT purge or harms arising therefrom shall not be entitled to individual compensation where they provided a full and final release from future claims. If no release was provided, the net total of those payments or other compensations will be deducted from any payment for which a class member will be entitled to under this agreement. They will be eligible for the individual reconciliation measures, notwithstanding a release.
44. Where a class member has received a Veterans Affairs disability pension, benefit or award, or a payment from provincial workers' compensation via the *Government Employees Compensation Act (GECA)*, insurance plan or other similar monetary benefits that were paid in respect of the same or related incident or injury that would entitle the class member to a payment under Level 4 of this agreement, the net total of those benefits received will be deducted from any payment to which the class member would be entitled under Level 4 of this agreement. The class member shall, at the time of making a claim for compensation under the Final Settlement Agreement, indicate whether the class member has received such a pension, benefit or award, or any payment from provincial workers' compensation or an insurance plan.
45. Where a class member is paid an amount pursuant to Level 4 of the Individual Compensation Scheme, and subsequently applies for and is granted a Veterans Affairs disability pension, award, or other similar monetary benefits, Veterans Affairs Canada (VAC) or another relevant authority may, pursuant to law or regulation, deduct an amount that is equivalent to the amount assessed and paid under Level 4 of this agreement. The same applies for a pension, benefits, 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.

COST OF NOTICE AND CLAIMS ADMINISTRATION

46. The parties shall jointly agree on a notice, administration and assessment process to be paid for by Canada to a maximum cost of **\$5 million**.

RELEASES

47. Upon approval by the Federal Court of the final Settlement Agreement, the Plaintiffs and the Class agree that all current and future legal proceedings, actions and claims based on the matters pleaded, or which could have been pleaded, known and unknown, in the following actions are barred, and that all class members who have not opted out during the Opt out Period will be bound. The Plaintiffs and the Class further agree that all necessary steps will be taken to effect dismissals or discontinuances of each of the following actions:
- (a) Todd Edward Ross, Martine Roy and Alida Satalic v. AGC, Federal Court File No. T-370-17;
 - (b) Todd Edward Ross v. AGC, Ontario Superior Court of Justice File No. CV-16-5653275;
 - (c) Martine Roy v. AGC, Quebec Superior Court File No. 500-06-000819-165;
 - (d) Alida Satalic v. AGC, Federal Court File No. T-2110-16.
48. Upon approval by the Federal Court, there will be a deemed release in respect of all persons falling within the class definitions in favour of Canada, the Attorney General of Canada, Her Majesty the Queen in Right of Canada and all current and former Ministers, employees, departments, Crown agents, agencies, Crown servants and members of the Canadian Armed Forces and the Royal Canadian Mounted Police for the matters pleaded, or which could have been pleaded in respect of the LGBT Purge, known and unknown, in the above actions.

OPT OUTS

49. Canada reserves the right to not proceed with the settlement if the number of opt outs exceeds 250.

SETTLEMENT APPROVAL

50. The parties agree that they will seek the Federal Court's approval in Ottawa or other such place as the parties may agree, of a comprehensive Settlement Agreement in full settlement of all claims, which will be negotiated between the Parties and be consistent with the terms of this Agreement in Principle.
51. The motions for consent certification and for approval of the final Settlement Agreement 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.

SOCIAL BENEFITS AND TAXATION

52. Canada shall make best efforts to ensure that any class members' entitlement to federal social benefits or social assistance benefits (with the exception of any VAC pensions, benefits or other awards) will 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*.
53. Canada will use its best efforts to obtain agreement with provincial and territorial governments to the effect that the 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.

HONORARIUMS

54. The Defendant will pay the sum of **\$10,000.00** to each of the representative plaintiffs, Todd Edward Ross, Martine Roy and Alida Satalic as an honorarium for acting as representative plaintiffs in the proceedings listed in paragraph 47.

LEGAL FEES

55. Canada shall pay to class counsel its legal fees in an amount of **\$15 million** all inclusive, plus additional taxes, in addition to the compensation paid to class members. Class counsel agrees that no additional amount shall be deducted from any payments made to class members on account of legal fees. Class counsel further agree to provide reasonable assistance to class members throughout the claims process at no additional charge. For greater clarity, Class Counsel will not provide legal assistance in respect of applications for

pensions, benefits or other awards that may be available to class members through Veterans Affairs Canada.

PUBLIC ANNOUNCEMENT OF SETTLEMENT

56. The parties agree that neither side will make a public announcement on the terms of the settlement until it has been agreed as to how to describe the agreement reached, and when and how it will be announced. Once agreement has been reached, public announcements may be made in accordance with the agreement.

Signed at Toronto Ontario this 24th day of November, 2017.

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



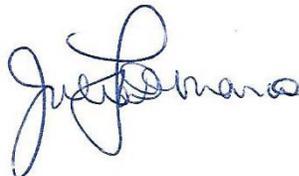
BY: _____
ATTORNEY GENERAL OF CANADA
For the Defendant



BY: _____
ATTORNEY GENERAL OF CANADA
For the Defendant



BY: _____
ATTORNEY GENERAL OF CANADA
For the Defendant



BY: _____
ATTORNEY GENERAL OF CANADA
For the Defendant



BY: _____
ATTORNEY GENERAL OF CANADA
For the Defendant



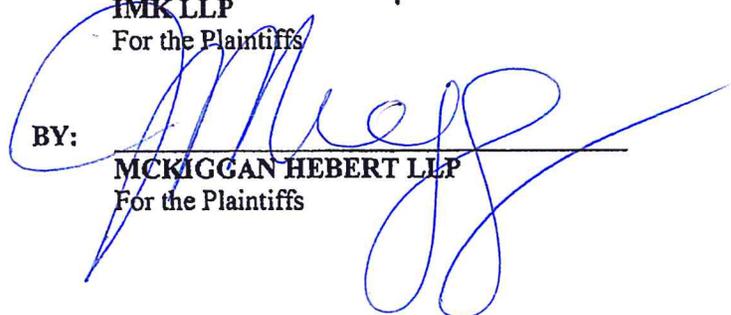
BY: _____ for Lori Rasmussen
ATTORNEY GENERAL OF CANADA
For the Defendant

THE PLAINTIFFS, as represented by Class Counsel

BY: 
KOSKIE MINSKY LLP NOV. 27, 2017
For the Plaintiffs

BY: 
CAMBRIDGE LLP
For the Plaintiffs

BY: Audrey Bector for INK LLP
INK LLP
For the Plaintiffs

BY: 
MCKIGGAN HEBERT LLP
For the Plaintiffs

ANNEX A¹
Departments included in Schedule A/I of the FAA, 1963-1993

Name	First year	Last year	Comments
Agriculture	1963	1993	
Canadian Security and Intelligence Service	1984	1993	
Citizenship and Immigration	1963	1966	
Manpower and Immigration	1966	--	Date of name change not precisely known; occurred prior to 1985
Employment and Immigration	1985	1993	
Communications	1969	1993	
Communications Security Establishment ²	TBD	TBD	
Consumer and Corporate Affairs	1967	1993	
Correctional Service of Canada	TBD	TBD	
Defence Production	1963	1966	
Energy, Mines and Resources	1966	1993	
Environment	1971	1993	
External Affairs	1962	1993	
Finance	1963	1993	
Fisheries	1963	1969	
Fisheries and Forestry	1969	1978	
Fisheries and Oceans	1978	1993	
Forestry	1963	1966	

¹ Annex A is subject to change. It will need to be updated to reflect the extended class period to June 20, 1996, and further research on which organizations were impacted by CD 35. For example, Crown agencies such as Canada Mortgage and Housing Corporation may need to be added following further research.

² Awaiting further information: CSE is listed as a separate entity, but subject to CSE not already being included within the entities listed above.

Forestry	1989	1993	Was merged into other departments from 1966-1989
Forestry and Rural Development	1966	1969	
Indian Affairs and Northern Development	1966	1993	
Industry	1963	1969	
Industry, Science and Technology	1990	1993	
Industry, Trade and Commerce	1969	1983	
Insurance	1963	1987	
Justice	1963	1993	
Labour	1963	1993	
Mines and Technical Surveys	1952	1966	Precise dates unknown; appeared on 1952 FAA but not 1966 FAA
Multiculturalism and Citizenship	1991	1993	
National Defence	1963	1993	
National Health and Welfare	1963	1993	
National Revenue	1963	1993	
Post Office	1963	1981	
Public Printing and Stationery	1963	1966-69	Precise end date is unknown; appeared on 1966 FAA but not 1969
Public Works	1966	1993	
Regional Economic Expansion	1969	1983	
Regional Industrial Expansion	1983	1990	
Registrar General	1966	1967	Becomes Consumer and Corporate Affairs
Resources and Development	1952	1966	Precise dates unknown; appeared on 1952 FAA but not 1966 FAA

Secretary of State of Canada	1963	1993	
Solicitor General	1966	1993	
Supply and Services	1969	1993	
Trade and Commerce	1963	1969	
Transport	1963	1993	
Treasury Board	1966	1993	
Veterans Affairs	1963	1993	
Western Economic Diversification	1992	1993	

ANNEX B – COMPENSATION GRID/LEVELS

Qualifying class members are entitled to compensation pursuant to Levels 1 or 2 or 3 as follows.

Level	Description	Maximum Amount	Experience	Proof
1	Investigated and/or sanctioned	\$5,000 (Up to \$7,500)	Minimally intrusive questioning of short duration, ie: Single interview and/or incident of being questioned or followed Lack of promotions Lack of access to training courses Prohibition on attending social events or other forms of entertainment Targeted Harassment by superior(s)	Paper process – Internal Verification and Administrator
2.	Extensively Investigated and/or sanctioned	\$20,000 (Up to \$25,000)	Moderate to severely intrusive questioning and/or of significant duration, ie: SIU or MP interrogation Use of polygraph in the course of investigation into sexual orientation Interviews of family members or friends relating to sexual orientation in course of investigation Criminal charges Incarceration Removal of badge, credentials or weapon, including loss of security clearance Suspension from employment Significant disruption of Career progression or Demotion	Paper process – Internal Verification and Administrator

			Transfer Order to move off military base Extreme and targeted harassment e.g.: threats of death or physical harm	
3	Discharged or Terminated	\$50,000	Discharged Terminated Resigned/Forced to resign <u>and</u> experience in Level 1 or 2	Paper process – Internal Verification and Administrator

Qualifying class members who are entitled to compensation under Levels 1 or 2 or 3 and are found through an assessment process to have suffered exceptional harm as defined by either Level 4(a) or Level 4(b), but not both, are also entitled to compensation as follows:

Level	Description	Maximum Amount	Experience	Proof
4.(a)	Exceptional Harm	Up to \$50,000 (up to \$60,000)	Lasting and severe physical or psychological harm, including in relation to addiction/substance abuse, attributable to the experience described in Levels 1 and/or 2 and/or 3. OR	Individualized Assessment – Process to be determined
4(b)	Exceptional Harm	Up to \$100,000 (up to \$125,000)	Lasting and severe physical or psychological harm, attributable to physical or sexual assault(s) (together with the experience described in Levels 1 and/or 2 and/or 3).	Individualized Assessment – Process to be determined

ANNEX C – Draft Terms of Reference – Canada Pride Citation

TERMS OF REFERENCE

Canada Pride Citation

INTERPRETATION

Class Member means a person who is determined by the **Administrator** to fall into the final approved class definition.

Design Committee means a committee consisting of the following members:

- a) a representative of the Privy Counsel Office, who will be the chairperson of the committee;
- b) up to 2 class members;
- c) up to 1 class counsel; and
- d) at least one representative of each of the following:
 - i. the Treasury Board Secretariat,
 - ii. the Canadian Armed Forces/Department of National Defence,
 - iii. the Royal Canadian Mounted Police (RCMP),
 - iv. the Department of Justice,
 - v. such other departments as may be identified.

Designated Departmental Representatives means [TBD list of Awards & Recognition Offices within various government departments.]

ELIGIBILITY CRITERIA

1. The Canada Pride Citation may be awarded to any person who is found by the **Administrator** to be a Class Member, and to any person that the Administrator determines would have been a Class Member but for the fact that the person died prior to October 31, 2016.

DESCRIPTION & AWARD

2. Awards of the Canada Pride Citation will be made by Certificate of Award signed by the Chief of the Defence Staff, the Commissioner of the RCMP, or the Clerk of the Privy Council.

3. The Canada Pride Citation is composed of a Certificate of Award, a Lapel Pin, and an Insignia.

CERTIFICATE

4. The Certificate of Award will be inscribed with the recipient's full name and, if applicable, their current rank or rank held upon release and will contain the signature of the Chief of the Defence Staff, the Commissioner of the RCMP, or the Clerk of the Privy Council. The design of the Certificate of Award referred to in section 3 must be approved by the Design Committee as well as the Chief of the Defence Staff, the Commissioner of the RCMP, and the Clerk of the Privy Council (or delegate(s)). Once approved, a template of the Certificate of Award will be appended to these Terms of Reference as Annex B.

INSIGNIA

5. The design of the Insignia referred to in section 3 must be approved by the Design Committee as well as the Chief of the Defence Staff, the Commissioner of the RCMP, and the Clerk of the Privy Council (or delegate(s)). Once approved, a description of the Insignia will be appended to these Terms of Reference as Annex C.

6. When worn on civilian clothing, the Insignia referred to in section 3 should be worn on occasions when the wearing of full-size or miniature honours is appropriate. The Insignia should be worn on the left breast. If the Insignia is being worn on civilian clothing with a pleated left breast pocket, it should be worn centered on the pocket pleat. If any orders, decorations, and medals are also being worn, the Insignia referred to in section 3 must be worn, centered and horizontal, half an inch below the orders, decorations, and medals.

7. The Insignia referred to in section 3 may not be worn on a uniform unless its wear is authorized by the policies or regulations that govern the wear of insignia on the uniform in question. (E.g. for Canadian Armed Forces members, "A-DH-265-000/AG-001, Canadian Armed Forces Dress Instructions"). If the Insignia is worn on a uniform on which its wear has been authorized, it must be worn in accordance with the policies or regulations that govern the wear of insignia on the uniform in question.

LAPEL PIN

8. The design of the Lapel Pin referred to in section 3 must be approved by the Design Committee as well as the Chief of the Defence Staff, the Commissioner of the RCMP, and the Clerk of the Privy Council (or delegate(s)). Once approved, a description of the Lapel Pin will be appended to these Terms of Reference as Annex D.

9. The Lapel Pin referred to in section 3 may be worn daily on civilian clothing on occasions when the wearing of full-size or miniature honours insignia is not appropriate. It should be worn on the left lapel if worn on a jacket, or in a similar position on other clothing.

APPLICATIONS

10. To apply to receive the Canada Pride Citation, Class Members must complete [section TBD] of the [TBD LGBT Purge Class Action Claims Application Form]. Applications on behalf of persons who are deceased may be made by the executor or administrator of the deceased person's estate or, in the absence of an executor or administrator, by a close family member or friend of the deceased person.

11. Class Members and anyone applying on behalf of a deceased person must apply to receive the Canada Pride Citation before [TBD date] unless they have been authorized to submit a claim to the **Administrator** after this deadline.

12. The **Administrator** will

- a) consider applications under sections 10 and 11 for the award of the Canada Pride Citation;
- b) determine whether applicants are eligible to be awarded a Canada Pride Citation;
- c) prepare Certificates of Award for all eligible applicants and have the Certificates of Award signed by the Chief of the Defence Staff, the Commissioner of the RCMP, or the Clerk of the Privy Council (or delegate(s));
- d) mail Canada Pride Citations to those eligible applicants who elected to receive the Canada Pride Citation via mail; and
- e) on a monthly basis, compile and deliver Canada Pride Citations to Designated Departmental Representatives, for presentation to those eligible applicants who elected to receive the Canada Pride Citation via presentation ceremony.

REPLACEMENTS

13. Recipients of the Canada Pride Citation whose Certificates of Award, Insignia or Lapel Pins have been damaged or lost may obtain replacements for as long as supplies last by completing the form included in Annex A and submitting it to the **Administrator** as indicated in Annex A. A money order made out to the **Administrator**, covering the cost of the replacement as indicated in Annex A, must accompany the form.

PRESENTATION CEREMONIES

14. Upon the **Administrator's** determination that an applicant is eligible to receive the Canada Pride Citation, the Designated Departmental Representative from the applicant's current or former department will arrange for, and invite the applicant to, a presentation ceremony if the applicant elected to receive the Canada Pride Citation via presentation ceremony.

ANNEX D – DESIGN PLAN

Canada Pride Citation Design Plan

Establishment of Design Committee

Upon approval of the Terms of Reference of the Canada Pride Citation (TOR), which will take place as soon as practical after the execution of the Agreement in Principle, the Design Committee established under the TOR will be struck.

All Design Committee members identified in the TOR will identify themselves to the Chairperson of the Design Committee no later than **[TBD date]**.

Approval of Design of Award

The Design Committee will be responsible for developing the design of the lapel pin, insignia and Certificate for the approval of the Chief of Defence Staff, the Commissioner of the RCMP, and the Clerk of the Privy Council (or delegate(s)). Final authority for the design lies with the Chief of Defence Staff, the Commissioner of the RCMP, and the Clerk of the Privy Council (or delegate(s)).

The Certificate of Award

1. The Design Committee will design the Certificate of Award independently, making use of authorized Canadian Heraldic Authority (CHA) artwork, if desired.

The Insignia & the Lapel Pin – Consultation Process

If the CHA is commissioned to design the Insignia and the Lapel Pin, the design process will proceed as follows:

1. Initial meeting between the CHA and the Design Committee to discuss possible design themes for the Insignia and the Lapel Pin.
2. One or more consultation meeting(s) between the CHA and the Design Committee to develop the proposed design concept for the Insignia and the Lapel Pin.
3. Presentation by the CHA of the Preliminary Art for the Insignia and the Lapel Pin for the Design Committee's approval.

4. Approval by the Chief of the Defence Staff, the Commissioner of the RCMP, and the Clerk of the Privy Council (or delegate(s)) of the Preliminary Art for the Insignia and the Lapel Pin.
5. Hiring of graphic designer to vectorize the Preliminary Art, i.e. produce a technical drawing for use by the manufacturer in production of the Insignia and the Lapel Pins.
6. CHA issues Letters Patent containing the Final Art for the Insignia and the Lapel Pin and records the Final Art in the Public Register of Arms, Flags and Badges of Canada.

Production

1. Once the design has been vectorized by the graphic designer, a Design Committee member who is a representative of the Government of Canada Department to which the Final Art for the Insignia and the Lapel Pin has been granted will obtain quotes and a contract will be put into place for the production of the Insignia and the Lapel Pins.
2. The Design Committee will be responsible for approving the quality of the Insignia and the Lapel Pins produced by the selected manufacturer.