

FEDERAL COURT

Proposed Class Proceedings

Court File No.: T-2111-16

BETWEEN:

SHERRY HEYDER, AMY GRAHAM and NADINE SCHULTZ-NIELSEN

Plaintiffs

- and -

THE ATTORNEY GENERAL OF CANADA

Defendant

AND BETWEEN:

Court File No.: T-460-17

LARRY BEATTIE

Plaintiff

- and -

THE ATTORNEY GENERAL OF CANADA

Defendant

SUPPLEMENTARY AGREEMENT

WHEREAS:

- A. Canada and the Plaintiffs (collectively the "Parties") entered into a Final Settlement Agreement ("FSA") dated July 10, 2019;
- B. Pursuant to sections **9.01 to 9.03** of the FSA, the Parties agreed that the Administrator would be appointed pursuant to a Supplementary Agreement to be negotiated and

executed by the Parties in order to be submitted to the Court for approval at the same time as the **FSA**; and

- C. The Parties have identified a proposed Administrator who has agreed to carry out the duties assigned in the **FSA** as well as those set out in the Terms of Appointment attached to this agreement;

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

Capitalized terms used in this Supplementary Agreement and not otherwise defined shall have the same meanings as contained in the **FSA**. In this Supplementary Agreement, and schedules thereto:

“Administrator” means Epiq Class Action Services Canada Inc. appointed by the Court to manage the overall administration of the individual claims process and to perform all other duties and responsibilities assigned in the **FSA**;

“Assessors” means the individuals who shall be appointed to the roster of Assessors in accordance with the process to be outlined in a future agreement between the Parties, and who will be responsible for assessing Categories B and C under the **FSA**;

“Class Member information” means any information about an individual making a claim in accordance with the **FSA**, whether approved or not, from any source whatsoever;

“Court” means the Federal Court as defined in s. 4 of the *Federal Courts Act*, R.S.C. 1985 c. F-7 as am.;

“Final Settlement Agreement” or “FSA” means the Final Settlement Agreement in the Federal Court matter *Heyder et al v AGC*, Court File Number T-2111-18, and *Beattie v AGC*, Court File Number T-460-17, executed by the Parties July 10, 2019;

“Lead Assessor” means the person, to be agreed upon by the Parties and appointed later by the Court to act as the Lead Assessor and to perform the duties and responsibilities assigned in the **FSA** and in any future agreement between the Parties

“Supplementary Agreement” or **“SA”** means this agreement.

SECTION TWO

APPOINTMENT OF ADMINISTRATOR

2.01 TERMS OF APPOINTMENT OF EPIQ CLASS ACTION SERVICES CANADA INC. AS ADMINISTRATOR

Pursuant to **Section 9.01** of the **FSA**, the Parties mutually agree to the appointment by the Court of Epiq Class Action Services Canada Inc. as the Administrator.

In addition to the Administrator’s duties set out in **Section 10** and **Schedule “Q”** of the **FSA** the Parties understand that the Administrator shall act in accordance with the Terms of Appointment of the Administrator attached to this agreement as **Schedule “A”**, which forms part of this **SA** and which shall be incorporated into the Approval Order.

The Administrator may perform such other necessary and related roles to which the Parties may mutually agree upon from time to time. The Parties are not required to obtain further Court approval for any Memorandum of Agreement for any such additional roles.

SECTION THREE

GENERAL

3.01 ENTIRE FSA

As set out in **Section 21.03** of the **FSA**, the Parties confirm that the **FSA** executed on July 10, 2019, shall include this Supplementary Agreement, and together they form the entire agreement between the Parties subject only to any further Supplementary Agreements as the Parties might require.

3.02 NO CONTRA PROFERENTEM

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

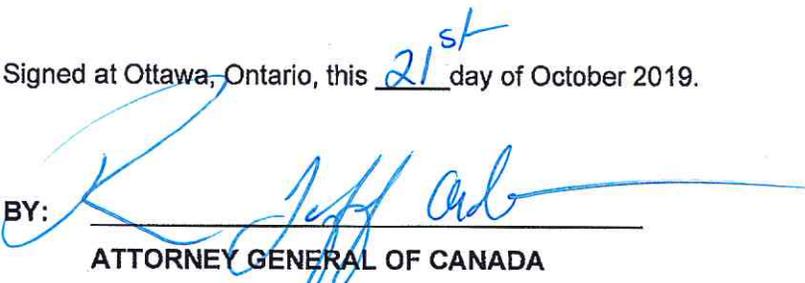
IN WITNESS WHEREOF the Parties have executed this Supplementary Agreement.

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

Signed at Toronto, Ontario this 21st day of October 2019.

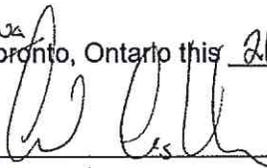
BY: 
ATTORNEY GENERAL OF CANADA
For the Defendant

Signed at Ottawa, Ontario, this 21st day of October 2019.

BY: 
ATTORNEY GENERAL OF CANADA
For the Defendant

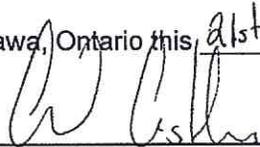
THE PLAINTIFFS, as represented by Class Counsel:

Signed at ^{Ottawa} Toronto, Ontario this 21st day of October, 2019..

BY:  _____

FOR **KOSKIE MINSKY LLP**
For the Plaintiffs

Signed at Ottawa, Ontario this 21st day of October, 2019.

BY:  _____

RAVEN, CAMERON, BALLANTYNE & YAZBECK LLP
For the Plaintiffs

SCHEDULE "A"

TERMS OF APPOINTMENT OF THE ADMINISTRATOR

DEFINITIONS

1. Terms defined in the **FSA** and in the Supplementary Agreement have the same meaning in these Terms of Appointment.

GENERAL

A. Enforcement

2. Any party to the **FSA** or any other person with authorization of the Court may seek enforcement of the obligations contained herein.

B. Language of work

3. The Administrator must provide services in both official languages. All communications between the Administrator and claimants will be in the official language of the claimant's choice.

CLAIMS ADMINISTRATION PROCESS

A. Development of Claims Process

4. The Administrator shall develop an administrative process to administer the claims of potential class members pursuant to **Section 10.03** and **Schedule "Q"** of the **FSA**. In addition to the obligations set out in **Section 10.03** and **Schedule "Q"**, the Administrator will:
 - (a) Create and maintain an accessible website that provides information about the settlement and claims process, provides contact information and includes terms of use governing the claimants' use of the website, including the Administrator's Privacy Policy;
 - (b) Provide information and respond to inquiries concerning the claims process, through a 1-800 number with bilingual call centre staff available during 9 a.m. to 9 p.m. ET, Monday to Friday, or such further extended hours as the Parties may request;

- (c) Develop a process acceptable to the Parties to receive claims in writing, by mail, and via fillable pdf or other online format, via fax or scanned email at the choice of claimants;
- (d) Create a secure claims management platform that allows claimants, Canada, and the Assessors to retrieve or submit information, and review files as required;
- (e) Acknowledge receipt of all claims within service standards established and agreed to by the Parties;
- (f) Perform initial verification and ensure completeness of the claims, and contact claimants to request additional information verbally or in writing, where information is incomplete;
- (g) Liaise with Canada to refer queries regarding the Restorative Engagement Process to the Sexual Misconduct Response Centre;
- (h) Liaise with Canada to obtain records and information, for purposes of determining whether each claimant has received a payment of damages or other compensation through a judgment, award or settlement, through provincial workers' compensation schemes, and/or through Veterans Affairs Canada, and in particular whether the claimant has been paid and/or has made a prior claim or application for compensation that is pending or was otherwise resolved in respect of the same incident(s) and harm(s) as claimed in the Individual Application;
- (i) Upon verification that all eligibility and screening criteria have been met, assess and determine all Category A claims;
- (j) Liaise with Canada to verify service and/or employment and to obtain Canada's response and documents, if any, and to manage all communications with claimants and the Assessors with respect thereto;
- (k) Upon verification of all eligibility and screening criteria, prepare the files for all Category B and Category C claims pursuant to any directions received from the Lead Assessor and transmit files to the office of the Lead Assessor in accordance with service standards established and agreed to by the Parties;
- (l) Perform all duties required for the management of reconsideration applications, as requested by the Lead Assessor;
- (m) Provide such additional administration and support functions in relation to the roster of assessors as the Parties and/or the Lead Assessor may request;
- (n) Attend and participate in the Oversight Committee upon request;
- (o) Keep accurate and complete records to allow for verification, audit, or review as required by the **FSA** and **SA**;
- (p) Provide reports to the Parties containing the information as set out in **Schedule "Q"** to the **FSA** and paragraph 20 below, and provide information and additional reports as may be requested by the Parties.

B. Coordination with the Assessor

5. The Administrator shall coordinate with the Lead Assessor, the roster of Assessors and such further persons as the Parties may direct to ensure that its processes and products are designed to ensure the efficient administration of the Lead Assessor's mandate.
6. Such coordination with the Lead Assessor, the roster of Assessors and others as directed by the Parties shall begin as soon as is reasonably practicable and shall continue throughout the administration of the FSA and SA as may be reasonably required from time to time.

PROFESSIONAL FEES

A. Fee Structure

7. Canada shall pay for administration services based on the pricing summary and standard rates attached as Annex "1", subject to the limits set out herein.
8. The Administrator must not perform any work that would result in Canada's liability exceeding Five Million and Five Hundred Thousand Dollars (CDN), (\$5,500,000.00) exclusive of HST, except with the express written authorization of counsel for Canada and the authorization of the Court.
9. If, at any time, the Administrator considers that Five Million and Five Hundred Thousand Dollars (CDN), (\$5,500,000.00), exclusive of HST, will be insufficient to complete the administration of the FSA and SA, the Administrator shall notify the Parties forthwith.
10. The Administrator shall notify the Parties when the cost of services rendered reaches 70% of Five Million and Five Hundred Thousand Dollars (CDN), (\$5,500,000.00) exclusive of HST.

B. Invoicing and Payment Schedule

11. Canada shall pay all of the Administrator's professional fees in accordance with these terms, or any further terms as may be agreed by the Parties in writing, on a monthly basis for the work covered by the invoice where:
 - (a) An accurate and complete invoice and any other documents required by the FSA and SA have been submitted in accordance with invoicing instructions to be provided by Canada prior to the first billing period; and
 - (b) All documents have been verified by Canada.

12. Fees include all services rendered; no additional compensation for annual leave, statutory holidays, sick leave, travel, overhead, or any other expense shall be payable.
13. The Administrator is not an employee, servant, officer, agent or other emanation of Her Majesty the Queen in Right of Canada.

CONFIDENTIALITY

14. In addition to the obligations set out in **Section 20.01** of the **FSA**, the Administrator must obtain from all its employees, contractors, sub-contractors, officers, agents or representatives who have access to Class Member information, a signed non-disclosure agreement, in the following form, before they are given access to any claimant information.

NON-DISCLOSURE AGREEMENT

In the course of my work as an employee, contractor subcontractor, officer, agent or representative of _____, pursuant to the order of the Federal Court in Court File No. T-2111-16 and T-460-17, I _____, may be given access to information in connection with the CAF/DND Sexual Misconduct Class Action claims process. Such information may include Class Member information or information that is confidential or proprietary to third parties, and information conceived, developed or produced by _____ as part of its mandate. For the purposes of this Non-Disclosure Agreement, information includes but is not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed, divulged or released to a person or that a person becomes aware of during the performance of the CAF/DND Sexual Misconduct Class Action Claims Process administered by _____.

I shall not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever manner or form, any information described above to any person other than a person employed by Canada or Plaintiffs' counsel on a need to know basis in accordance with the Court order. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions jointly by Canada and Plaintiffs' counsel, to prevent the divulgence, release or disclosure of or access to such information in contravention of this Non-Disclosure Agreement.

I shall not use any information provided to the Administrator by a claimant for any reason beyond the purposes required to support the Administrator in its role in this matter and I hereby acknowledge that I have no right of ownership whatsoever with respect to this information.

I agree that the obligation of this agreement will continue in force and in perpetuity, notwithstanding the termination or voiding of the Final Settlement Agreement and Supplementary Agreement.

Name(printed)

Signature

15. The Administrator shall ensure that all Class Member information is stored in a secure location and that only authorized persons who have signed the Non-Disclosure Agreement are permitted to access the information. Printed material will be stored in a locked cabinet contained in an area that is subject to continuous monitoring by the Administrator.
16. The Administrator shall not store or record Class Member information electronically except in a manner and on devices approved by the Parties or, failing agreement, the Oversight Committee.
17. The Administrator shall promptly notify the Parties of any incident or concern that confidential information has been disclosed to or otherwise obtained by unauthorized persons.
18. Information shall be returned or destroyed in accordance with the FSA or as may otherwise be directed by the Court.

REPORTING

19. The Administrator shall report to the Court within 90 days of the expiry of the Claims Period pursuant to paragraphs 59 and 60 of **Schedule "Q"** to the FSA.
20. The Administrator shall report to the Parties monthly pursuant to paragraph 58 of **Schedule "Q"** to the FSA, and shall provide the following additional reports:

Monthly Reports:

- (a) Opt Out Status Reports (for 90 day opt out period);
- (b) Claims – status of reviews (i.e. # intake, # sent to Canada, # ready for review, # reviewed, # accepted/denied, quantum assessed);
- (c) Communications update (calls and emails);
- (d) Claims Accepted by Administrator for each category;
- (e) Rejected Claims (i.e. previous settlement; no records provided by Canada or Claimant);

- (f) Payments report;

Final Reports

- (a) Update items in the 90 day report;
- (b) Opt Outs;
- (c) Payments report;
- (d) Communications Update;
- (e) Claims Accepted by Administrator or Assessors – All Categories, level and quantum;
- (f) Rejected Claims (i.e. previous settlement; no records provided by Canada or Claimant); and
- (g) Summary of Administrator Professional Fees paid.

INSURANCE

21. The Administrator must obtain, maintain in full force and effect throughout the duration of the administration of the claims process, pay for and renew, the following insurance extending to, and in amounts commensurate with, the Administrator's obligations under the **FSA**:
 - (a) Commercial General Liability Insurance in an amount not less than Two Million Dollars (CDN) (\$2,000,000.00) per accident or occurrence and in the annual aggregate. Canada is to be added as an additional insured, but only with respect to liability arising out of the Administrator's performance of its obligations under the **FSA** and **SA**. The interest of Canada must be stated in the policy as follows: Her Majesty the Queen in Right of Canada as represented by the Attorney General of Canada ;
 - (b) Errors and Omissions Liability Insurance in an amount not less than One Million Dollars (CDN) (\$1,000,000.00) per loss and in the annual aggregate, inclusive of defence costs; and
 - (c) Comprehensive Crime Insurance - Loss Payee must be stated in the policy as follows: Canada as its interest may appear or as it may direct.
22. If the policies are written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the administration mandate.
23. The following endorsement must be included in all policies:

Notice of Cancellation: The Insurer will provide Canada and the Plaintiffs' counsel with thirty (30) days written notice of cancellation or any changes to the insurance policy.

24. Neither compliance nor failure to comply with the insurance requirements set out herein shall relieve the Administrator of its liabilities and obligations under the FSA.
25. **Litigation Rights:** Notwithstanding that the Administrator is not an agent of the Crown, pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, the policies must provide that, if a suit is instituted for or against Canada which the insurer would, have the right to pursue or defend on behalf of Canada as an additional insured under the Administrator's insurance policy, the insurer must promptly contact the Attorney General of Canada to agree on legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt to:

Christine Mohr
Senior General Counsel
Department of Justice Canada
120 Adelaide Street West, Suite #400
Toronto, Ontario M5H 1T1
Phone: (647) 256-7538
Email: christine.mohr@justice.gc.ca

26. Canada reserves, and the policies must provide that Canada reserves, the right to co-defend any action brought against the Administrator or Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against the Administrator or it, and Canada does not agree to a proposed settlement agreed to by the Administrator's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Administrator's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.
27. The Administrator shall not be liable for errors in payment or Compensation made to recipients to the extent that the Administrator was acting in accordance with the standards to be expected of a commercially reasonable and prudent claims administrator.



CAF-DND Sexual Misconduct Class Action - Summary

Project Requirements and Estimated Volumes

Total Claim Population	100,000	100,000	100,000
Bilingual Toll-Free Phone with IVR	Yes	Yes	Yes
Bilingual Contact Center Agent Support	Yes	Yes	Yes
Bilingual Informational Website	Yes	Yes	Yes
Claim Response Percentage	0	25%	50%
Estimated Claims Received	10,000	25,000	50,000
Case Duration (Months)	36	36	36

Summary Estimate

	Option i	Option ii	Option iii
Project Management	\$ 152,720	\$ 168,470	\$ 175,970
Bilingual Website and Reporting	\$ 117,601	\$ 117,601	\$ 117,601
Bilingual Toll-Free Contact Center	\$ 386,972	\$ 410,102	\$ 444,398
Claims Processing and Claimant Support	\$ 959,833	\$ 2,316,477	\$ 4,578,383
Postage and Expenses	\$ 66,297	\$ 70,768	\$ 77,537
Total Estimate	\$ 1,683,423	\$ 3,083,418	\$ 5,393,889

Optional Service 1

Distribution and Fund Management (Fees & Costs)	\$ 41,445	\$ 72,923	\$ 121,780
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Optional Service 2

Assessor Team Payment Administration (Fees & Costs)	\$ 259,920	\$ 550,411	\$ 945,060
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Please find our standard rates on the next page.

Standard Rates

Clerical and Data Entry
Contact Center (Dedicated)
Contact Center (Shared Per Minute)
Claims Analyst
Claims Specialist and Account Reconciliation/Check Run
Call Center Supervisor
Project Coordinator
Technical Project Manager
Data Analyst and Reporting
Project Manager
Sr. Project Manager
Software Engineer
Project Director
Client Services Managers
Executive Management and Testimony
Photocopy or Image
Box Storage (Per Box/Per Month)
Long Distance, Per Minute

Estimate Valid Until: 2019-11-28



CAF-DND Sexual Misconduct Class Action

Option i

Project Requirements and Estimated Volumes

Total Claim Population	100,000
Bilingual Toll-Free Phone with IVR	Yes
Bilingual Contact Center Agent Support	Yes
Bilingual Informational Website	Yes
Claim Response Percentage	10%
Estimated Claims Received	10,000
Case Duration (Months)	36

Summary Estimate

Project Management	\$	152,720
Bilingual Website and Reporting	\$	117,601
Bilingual Toll-Free Contact Center	\$	386,972
Claims Processing and Claimant Support	\$	959,833
Postage and Expenses	\$	66,297
Total Estimate	\$	1,683,423

Optional Service 1

Distribution and Fund Management (Fees & Costs)	\$	41,445
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Optional Service 2

Assessor Team Payment Administration (Fees & Costs)	\$	259,920
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Detailed Estimate

CAF-DND Sexual Misconduct Class Action

Activity	Unit	CAD Rate	Volume	Amount	Assumptions
Project Management					
Project Manager	Per Hour		220	\$ 37,400	
Sr. Project Manager	Per Hour		90	\$ 17,820	
Project Coordinator	Per Hour		300	\$ 45,000	
Technical Project Manager	Per Hour		130	\$ 21,450	
Data Analyst and Reporting	Per Hour		150	\$ 29,700	
Translation Review	Per Hour		15	\$ 1,350	
				\$ 152,720	
Bilingual Website and Reporting					
Static Website Deployment and Testing	Per Language		2	\$ 7,000	
On-Line Claim Filing/Document Upload Feature	Per Hour		190	\$ 47,690	
Website Hosting	Per Month		36	\$ 10,692	
Dashboard Setup/User Groups Set-Up	Fixed Fee		1	\$ 9,500	
Dashboard Monthly Support and Storage	Per Month		36	\$ 21,384	
Verification Platform Set Up and Support	Per Hour		85	\$ 21,335	
				\$ 117,601	
Bilingual Toll-Free Contact Center					
IVR Configuration and Recording	Per Language		2	\$ 6,000	
IVR Maintenance Fee	Per Month		36	\$ 10,692	
IVR Minutes of Use	Per Minute		285,000	\$ 34,200	
Activation Fee for Dedicated Email Address & Inbox	Fixed Fee		1	\$ 250	
Dedicated Monthly Email Infrastructure & Retention Fee	Per Month		36	\$ 2,700	
Outgoing Email Response	Per Hour		160	\$ 18,880	
Contact Center Agent - Training	Per Hour		12	\$ 1,500	
Bilingual Email & Phone Agents - Dedicated	Per Hour		0	TBD	
Bilingual Email & Phone Agents - Shared	Per Minute		225,000	\$ 312,750	
				\$ 386,972	

Claims Processing and Claimant Support

Category A Claims (assumes 35% of all claims)

Basic Claim - Intake and OCR	Per Claim	525	\$	3,476
On-Line Claim Receipt Category A Claims	Per Claim	1,275	\$	1,262
Data Entry & Clerical	Per Hour	164	\$	12,291
Scanning and Image Storage	Per Image	11,025	\$	2,205
Claims Review/Determination Category A	Per Hour	965	\$	113,870
Quality Assurance	Per Hour	120	\$	15,000
Defect/Reject Notifications	Per Notification	450	\$	3,564

Category B & C Claims (assumes 65% of all claims)

Basic Claim - Intake and OCR	Per Claim	975	\$	6,455
On-Line Claim Receipt Category B & C Claims	Per Claim	5,525	\$	5,470
Data Entry & Clerical	Per Hour	320	\$	24,009
Scanning and Image Storage	Per Image	20,475	\$	4,095
Claims Review/Assessment Category B & C	Per Hour	6,002	\$	708,197
Quality Assurance	Per Hour	150	\$	18,750
Defect/Reject Notifications	Per Notification	1,625	\$	12,870
Correspondence Review and Response	Per Hour	240	\$	28,320
			\$	959,833

Total Estimated Administration Fee \$ 1,617,126

Postage and Expenses

Post Office Box - Dedicated with Pick Up	Per Year	3	\$	3,168
Postage* - Correspondence under 30 g	Per Piece	700	\$	665
Postage* - Deficiency/Rejection Letters under 30 g	Per Piece	2,594	\$	2,464
Photocopies, Delivery and Box Storage	As Used		\$	-
Online Storage of Data after 36 Months (10 Years Retention)	Per Month	120	\$	60,000
Translation	Per Word	TBD		TBD
			\$	66,297

*Discounted rates as applicable

Total Estimated Costs \$ 66,297

Estimate does not include sales tax where applicable.

Total Estimate \$ 1,683,423

Optional Service 1

Distribution and Fund Management (Fees & Costs)

Escrow Management	Per Year	-		As incurred
Programming Distribution Calculation	Per Hour	24	\$	4,440
Check Run Coordination (w/2 Reissue Runs)	Per Hour	30	\$	3,750
Account Management and Reconciliation	Per Hour	24	\$	3,000
Print 1-image Check with Stub	Per Check	7,500	\$	11,250
Wire Payments	Per Wire	-		TBD
Postage* - Distribution under 30g	Per Piece	7,500	\$	7,125
Bank Fees - Account	Per Month	36	\$	11,880
Settlement Fund Income Tax Filing	Per Year	-	\$	-
			\$	41,445

Total Estimated Fees and Costs: \$ 41,445

Optional Service 2

Assessor Team Payment Administration (Fees & Costs)

Project Manager - Onboarding Assessor Team	Per Hour	90	\$	15,300
Project Director	Per Hour	60	\$	17,820
Assisting with Assessor Team Training	Per Hour	60	\$	9,900
Invoice Control/Payment Processing - Project Coordinator	Per Hour	650	\$	97,500
Clerical & Data Entry	Per Hour	1083	\$	81,225
Assessor Team Dedicated Operating Account Escrow Management				As incurred
Check Run Coordination	Per Hour	32	\$	4,000
Assessor Team Dedicated Operating Account Management and Reconciliation	Per Hour	48	\$	6,000
Print 1-image Check with Stub	Per Check	-		TBD
Postage* - Distribution under 30g	Per Piece	-		TBD
Assessor Team Dedicated Operating Account Bank Fees	Per Month	32	\$	10,560
Technical Project Manager	Per Hour	35	\$	5,775
Data Analyst and Reporting	Per Hour	64	\$	11,840
			\$	259,920

Total Estimated Fees and Costs: \$ 259,920

Standard Rates

Clerical and Data Entry
Contact Center (Dedicated)
Contact Center (Shared Per Minute)
Claims Analyst
Claims Specialist and Account Reconciliation/Check Run
Call Center Supervisor
Project Coordinator
Technical Project Manager
Data Analyst and Reporting
Project Manager
Sr. Project Manager
Software Engineer
Project Director
Client Services Managers
Executive Management and Testimony
Photocopy or Image
Box Storage (Per Box/Per Month)
Long Distance, Per Minute

Estimate Valid Until: 2019-11-28



CAF-DND Sexual Misconduct Class Action

Option ii

Project Requirements and Estimated Volumes

Total Claim Population	100,000
Bilingual Toll-Free Phone with IVR	Yes
Bilingual Contact Center Agent Support	Yes
Bilingual Informational Website	Yes
Claim Response Percentage	25%
Estimated Claims Received	25,000
Case Duration (Months)	36

Summary Estimate

Project Management	\$	168,470
Bilingual Website and Reporting	\$	117,601
Bilingual Toll-Free Contact Center	\$	410,102
Claims Processing and Claimant Support	\$	2,316,477
Postage and Expenses	\$	70,768
Total Estimate	\$	<u>3,083,418</u>

Optional Service 1

Distribution and Fund Management (Fees and Costs)	\$	<u>72,923</u>
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Optional Service 2

Assessor Team Payment Administration (Fees & Costs)	\$	<u>550,411</u>
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Detailed Estimate

CAF-DND Sexual Misconduct Class Action

Activity	Unit	CAD Rate	Volume	Amount	Assumptions
Project Management					
Project Manager	Per Hour		220	\$ 37,400	
Sr. Project Manager	Per Hour		90	\$ 17,820	
Project Coordinator	Per Hour		350	\$ 52,500	
Technical Project Manager	Per Hour		180	\$ 29,700	
Data Analyst and Reporting	Per Hour		150	\$ 29,700	
Translation Review	Per Hour		15	\$ 1,350	
				\$ 168,470	
Bilingual Website and Reporting					
Static Website Deployment and Testing	Per Language		2	\$ 7,000	
On-Line Claim Filing/Document Upload Feature	Per Hour		190	\$ 47,690	
Website Hosting	Per Month		36	\$ 10,692	
Dashboard Setup/User Groups Set-Up	Fixed Fee		1	\$ 9,500	
Dashboard Monthly Support and Storage	Per Month		36	\$ 21,384	
Verification Platform Set Up and Support	Per Hour		85	\$ 21,335	
				\$ 117,601	
Bilingual Toll-Free Contact Center					
IVR Configuration and Recording	Per Language		2	\$ 6,000	
IVR Maintenance Fee	Per Month		36	\$ 10,692	
IVR Minutes of Use	Per Minute		304,000	\$ 36,480	
Activation Fee for Dedicated Email Address & Inbox	Fixed Fee		1	\$ 250	
Dedicated Monthly Email Infrastructure & Retention Fee	Per Month		36	\$ 2,700	
Outgoing Email Response	Per Hour		160	\$ 18,880	
Contact Center Agent - Training	Per Hour		12	\$ 1,500	
Bilingual Email & Phone Agents - Dedicated	Per Hour		0	TBD	
Bilingual Email & Phone Agents - Shared	Per Minute		240,000	\$ 333,600	
				\$ 410,102	

Claims Processing and Claimant Support

Category A Claims (assumes 35% of all claims)

Basic Claim - Intake and OCR	Per Claim	1312.5	\$	8,689
On-Line Claim Receipt Category A Claims	Per Claim	3,188	\$	3,156
Data Entry & Clerical	Per Hour	410	\$	30,727
Scanning and Image Storage	Per Image	27,563	\$	5,513
Claims Review/Determination Category A	Per Hour	2,413	\$	284,675
Quality Assurance	Per Hour	150	\$	18,750
Defect/Reject Notifications	Per Notification	1125	\$	8,910

Category B & C Claims (assumes 65% of all claims)

Basic Claim - Intake and OCR	Per Claim	2,438	\$	16,136
On-Line Claim Receipt Category B & C Claims	Per Claim	13,813	\$	13,674
Data Entry & Clerical	Per Hour	800	\$	60,023
Scanning and Image Storage	Per Image	51,188	\$	10,238
Claims Review/Assessment Category B & C	Per Hour	15,004	\$	1,770,492
Quality Assurance	Per Hour	200	\$	25,000
Defect/Reject Notifications	Per Notification	4,063	\$	32,175
Correspondence Review and Response	Per Hour	240	\$	28,320
			\$	2,316,477

Total Estimated Administration Fee \$ 3,012,650

Postage and Expenses

Post Office Box - Dedicated with Pick Up	Per Year	3	\$	3,168
Postage* - Correspondence under 30 g	Per Piece	1,750	\$	1,663
Postage* - Deficiency/Rejection Letters under 30 g	Per Piece	6,250	\$	5,938
Photocopies, Delivery and Box Storage	As Used		\$	-
Online Storage of Data after 36 Months (10 Years Retention)	Per Month	120	\$	60,000
Translation	Per Word	TBD		TBD
			\$	70,768

*Discounted rates as applicable

Total Estimated Costs \$ 70,768

Estimate does not include sales tax where applicable.

Total Estimate \$ 3,083,418

Optional Service 1

Distribution and Fund Management (Fees and Costs)

Escrow Management	Per Year	-		As incurred
Programming Distribution Calculation	Per Hour	33	\$	6,105
Check Run Coordination (w/2 Reissue Runs)	Per Hour	42	\$	5,250
Account Management and Reconciliation	Per Hour	30	\$	3,750
Print 1-image Check with Stub	Per Check	18,750	\$	28,125
Wire Payments	Per Wire	-		TBD
Postage* - Distribution Under 30g	Per Piece	18,750	\$	17,813
Bank Fees - Account	Per Month	36	\$	11,880
Settlement Fund Income Tax Filing	Per Year	-	\$	-
			\$	72,923

Total Estimated Fees and Costs: \$ 72,923

Optional Service 2

Assessor Team Payment Administration (Fees & Costs)

Project Manager - Onboarding Assessor Team	Per Hour	105	\$	17,850
Project Director	Per Hour	68	\$	20,196
Assisting with Assessor Team Training	Per Hour	68	\$	11,220
Invoice Control/Payment Processing - Project Coordinator	Per Hour	1700	\$	255,000
Clerical & Data Entry	Per Hour	2705	\$	202,875
Assessor Team Dedicated Operating Account Escrow Management				As incurred
Check Run Coordination	Per Hour	38	\$	4,750
Assessor Team Dedicated Operating Account Management and Reconciliation	Per Hour	64	\$	8,000
Print 1-image Check with Stub	Per Check	-		TBD
Postage* - Distribution under 30g	Per Piece	-		TBD
Assessor Team Dedicated Operating Account Bank Fees	Per Month	32	\$	10,560
Technical Project Manager	Per Hour	38	\$	6,270
Data Analyst and Reporting	Per Hour	74	\$	13,690
			\$	550,411

Total Estimated Fees and Costs: \$ 550,411

Standard Rates

Clerical and Data Entry
Contact Center (Dedicated)
Contact Center (Shared Per Minute)
Claims Analyst
Claims Specialist and Account Reconciliation/Check Run
Call Center Supervisor
Project Coordinator
Technical Project Manager
Data Analyst and Reporting
Project Manager
Sr. Project Manager
Software Engineer
Project Director
Client Services Managers
Executive Management and Testimony
Photocopy or Image
Box Storage (Per Box/Per Month)
Long Distance, Per Minute

Estimate Valid Until: 2019-11-28



CAF-DND Sexual Misconduct Class Action

Option iii

Project Requirements and Estimated Volumes

Total Claim Population	100,000
Bilingual Toll-Free Phone with IVR	Yes
Bilingual Contact Center Agent Support	Yes
Bilingual Informational Website	Yes
Claim Response Percentage	50%
Estimated Claims Received	50,000
Case Duration (Months)	36

Summary Estimate

Project Management	\$	175,970
Bilingual Website and Reporting	\$	117,601
Bilingual Toll-Free Contact Center	\$	444,398
Claims Processing and Claimant Support	\$	4,578,383
Postage and Expenses	\$	77,537
Total Estimate	\$	<u>5,393,889</u>

Optional Service 1

Distribution and Fund Management (Fees & Costs)	\$	<u>121,780</u>
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Optional Service 2

Assessor Team Payment Administration (Fees & Costs)	\$	<u>945,060</u>
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Detailed Estimate

CAF-DND Sexual Misconduct Class Action

Activity	Unit	CAD Rate	Volume	Amount	Assumptions
Project Management					
Project Manager	Per Hour		220	\$ 37,400	
Sr. Project Manager	Per Hour		90	\$ 17,820	
Project Coordinator	Per Hour		400	\$ 60,000	
Technical Project Manager	Per Hour		180	\$ 29,700	
Data Analyst and Reporting	Per Hour		150	\$ 29,700	
Translation Review	Per Hour		15	\$ 1,350	
				\$ 175,970	
Bilingual Website and Reporting					
Static Website Deployment and Testing	Per Language		2	\$ 7,000	
On-Line Claim Filing/Document Upload Feature	Per Hour		190	\$ 47,690	
Website Hosting	Per Month		36	\$ 10,692	
Dashboard Setup/User Groups Set-Up	Fixed Fee		1	\$ 9,500	
Dashboard Monthly Support and Storage	Per Month		36	\$ 21,384	
Verification Platform Set Up and Support	Per Hour		85	\$ 21,335	
				\$ 117,601	
Bilingual Toll-Free Contact Center					
IVR Configuration and Recording	Per Language		2	\$ 6,000	
IVR Maintenance Fee	Per Month		36	\$ 10,692	
IVR Minutes of Use	Per Minute		332,500	\$ 39,501	
Activation Fee for Dedicated Email Address & Inbox	Fixed Fee		1	\$ 250	
Dedicated Monthly Email Infrastructure & Retention Fee	Per Month		36	\$ 2,700	
Outgoing Email Response	Per Hour		160	\$ 18,880	
Contact Center Agent - Training	Per Hour		12	\$ 1,500	
Bilingual Email & Phone Agents - Dedicated	Per Hour		0	TBD	
Bilingual Email & Phone Agents - Shared	Per Minute		262,500	\$ 364,875	
				\$ 444,398	

Claims Processing and Claimant Support

Category A Claims (assumes 35% of all claims)

Basic Claim - Intake and OCR	Per Claim	2625	\$	17,378
On-Line Claim Receipt Category A Claims	Per Claim	6,375	\$	6,311
Data Entry & Clerical	Per Hour	819	\$	61,453
Scanning and Image Storage	Per Image	55,125	\$	11,025
Claims Review/Determination Category A	Per Hour	4,825	\$	569,350
Quality Assurance	Per Hour	210	\$	26,250
Defect/Reject Notifications	Per Notification	2250	\$	17,820

Category B & C Claims (assumes 65% of all claims)

Basic Claim - Intake and OCR	Per Claim	4,875	\$	32,273
On-Line Claim Receipt Category B & C Claims	Per Claim	27,625	\$	27,349
Data Entry & Clerical	Per Hour	1,601	\$	120,047
Scanning and Image Storage	Per Image	102,375	\$	20,475
Claims Review/Assessment Category B & C	Per Hour	30,008	\$	3,540,983
Quality Assurance	Per Hour	280	\$	35,000
Defect/Reject Notifications	Per Notification	8,125	\$	64,350
Correspondence Review and Response	Per Hour	240	\$	28,320
			\$	4,578,383

Total Estimated Administration Fee \$ 5,316,352

Postage and Expenses

Post Office Box - Dedicated with Pick Up	Per Year	3	\$	3,168
Postage* - Correspondence under 30 g	Per Piece	2,625	\$	2,494
Postage* - Deficiency/Rejection Letters under 30 g	Per Piece	12,500	\$	11,875
Photocopies, Delivery and Box Storage	As Used		\$	-
Online Storage of Data after 24 Months (Retention)	Per Month	120	\$	60,000
Translation	Per Word	TBD		TBD
			\$	77,537

*Discounted rates as applicable

Total Estimated Costs \$ 77,537

Estimate does not include sales tax where applicable.

Total Estimate \$ 5,393,889

Optional Service 1

Distribution and Fund Management (Fees & Costs)

Escrow Management	Per Year	-		As incurred
Programming Distribution Calculation	Per Hour	40	\$	7,400
Check Run Coordination (w/2 Reissue Runs)	Per Hour	49	\$	6,125
Account Management and Reconciliation	Per Hour	36	\$	4,500
Print 1-image Check with Stub	Per Check	37,500	\$	56,250
Wire Payments	Per Wire	-		TBD
Postage* - Distribution	Per Piece	37,500	\$	35,625
Bank Fees - Account	Per Month	36	\$	11,880
Settlement Fund Income Tax Filing	Per Year	-	\$	-
			\$	121,780

Total Estimated Fees and Costs: \$ 121,780

Optional Service 2

Assessor Team Payment Administration (Fees & Costs)

Project Manager - Onboarding Assessor Team	Per Hour	120	\$	20,400
Project Director	Per Hour	75	\$	22,275
Assisting with Assessor Team Training	Per Hour	75	\$	12,375
Invoice Control/Payment Processing - Project Coordinator	Per Hour	3300	\$	495,000
Clerical & Data Entry	Per Hour	4500	\$	337,500
Assessor Team Dedicated Operating Account Escrow Management				As incurred
Check Run Coordination	Per Hour	58	\$	7,250
Assessor Team Dedicated Operating Account Management and Reconciliation	Per Hour	88	\$	11,000
Print 1-image Check with Stub	Per Check	-		TBD
Postage* - Distribution under 30g	Per Piece	-		TBD
Assessor Team Dedicated Operating Account Bank Fees	Per Month	32	\$	10,560
Technical Project Manager	Per Hour	45	\$	7,425
Data Analyst and Reporting	Per Hour	115	\$	21,275
			\$	945,060

Total Estimated Fees and Costs: \$ 945,060

Standard Rates

Clerical and Data Entry
Contact Center (Dedicated)
Contact Center (Shared Per Minute)
Claims Analyst
Claims Specialist and Account Reconciliation/Check Run
Call Center Supervisor
Project Coordinator
Technical Project Manager
Data Analyst and Reporting
Project Manager
Sr. Project Manager
Software Engineer
Project Director
Client Services Managers
Executive Management and Testimony
Photocopy or Image
Box Storage (Per Box/Per Month)
Long Distance, Per Minute

Estimate Valid Until: 2019-11-28