

Court File No.: T-889-08

PROPOSED CLASS ACTION

FEDERAL COURT

BETWEEN:

ESTATE OF A. GERARD BUOTE and DAVID WHITE

PLAINTIFFS

- and -

HER MAJESTY THE QUEEN

DEFENDANT

AFFIDAVIT OF PETER DRISCOLL

I, PETER DRISCOLL, lawyer, of Calgary, Alberta, affirm that:

1. I am a Partner at McInnes Cooper, counsel for Mr. Buote in this action since October 2007 and Mr. White since May 2012. I have been counsel to Mr. Buote, Mr. White and the Proposed Class throughout the entirety of this litigation.
2. As such, I have personal knowledge of the matters to which I depose in this affidavit, except where I state my knowledge to be on information and belief, in which case I disclose the source of my information and believe the information to be true.
3. I have set out my affidavit into the following parts:

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PART I - INTRODUCTION

The Issue

4. The Defendant has long had a practice of offsetting a Proposed Class Member's long term disability benefits under Great West Life Policy No. 24892 by the amount of that member's *Pension Act* disability benefits (the "**Offset**").
5. Through my experience with this action and correspondence and conversations with Proposed Class Members, I am aware that the Offset is a very painful issue for many disabled veterans of the RCMP. The Offset has had serious financial and emotional impact on Proposed Class Members and their families.
6. The impact of the Offset on disabled RCMP veterans is the same as a similar offset affecting disabled CF veterans. I am lead counsel on the similar Federal Court case for disabled veterans, known as *Manuge v. Her Majesty the Queen*. In this affidavit, I will often refer to the *Manuge* case, as these two cases have proceeded together and the terms of the recent settlement of *Manuge* have generally been adopted in the current case.

The Class

7. In this affidavit, I refer to the "**Proposed Class**" and "**Proposed Class Members**", as defined in the proposed Certification and Settlement Order, which is currently before the Court:

All former members of the Royal Canadian Mounted Police whose long-term disability benefits under Great West Life Assurance Company Group Policy Number 24892GM ("GWL-LTD Plan") were reduced by the amount of their Veterans Affairs Canada disability benefits received pursuant to the Pension Act from October 1, 1975 to the date of this Order.

8. The Proposed Class definition does not contain any limitation on how far back a Proposed Class Member can receive relief. The limitation period is effectively eliminated. As a result, if this proposed settlement is accepted, every Proposed Class Member affected by the Offset to date will receive a refund.

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9. On May 2, 2014, Great West Life sent a list of 1,056 Class Members.

Class Counsel

10. I am co-counsel for the Class along with my McInnes Cooper colleague Daniel Wallace, and Ward Branch and Craig Jones from Branch MacMaster LLP in Vancouver. In this affidavit, I collectively refer to us as "Class Counsel". This is the same Class Counsel team as in *Manuge*. A copy of my and Mr. Branch's CV's are attached as **Exhibit "A"**.

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PART II – THE LITIGATION

Commencement of the Litigation

11. In October 2007, I was a lawyer practicing with the law firm of Boyne Clarke.
12. After commencing the *Manuge* action, I was contacted by Mr. Buote who identified himself as a disabled veteran of the RCMP.
13. Mr. Buote advised me that he had read about the *Manuge* action and that disabled former members of the RCMP were also subject to the Offset that was being challenged in the *Manuge* action.
14. As a result of this conversation I drove to meet with Mr. Buote at his home in Summerside, Prince Edward Island. At the conclusion of our meeting Mr. Buote executed a retainer agreement and instructed me to proceed with a class action, similar to the *Manuge* action, seeking to end the Offset and for the return of monies previously Offset from the benefits payable to disabled veterans of the RCMP.
15. Prior to the *Manuge* certification hearing, on or about November 29, 2007, I transferred from Boyne Clarke to McInnes Cooper. In accordance with the Nova Scotia Barristers' Society protocol, Mr. Buote was provided, in writing, with the option of retaining another lawyer at Boyne Clarke or transferring with me to McInnes Cooper.
16. Mr. Buote chose to transfer with me to McInnes Cooper by advising Boyne Clarke, in writing, of his decision to follow me and terminating his retainer agreement with Boyne Clarke.
17. I commenced this action as a proposed class proceeding on behalf of Mr. Buote and the Proposed Class by filing the original Statement of Claim in June 2008.
18. Mr. Buote passed away on August 24, 2009 at the age of 51 years old.

Progress of the Case

19. This action and *Manuge* were case managed together.
20. On June 12, 2009, the Honourable Justice Zinn ordered that this action be held in abeyance until the Manuge certification decision had been finally resolved.
21. The *Manuge* action was highly contested at every stage, including the initial certification stage. The Notice of Motion to certify the *Manuge* action was filed on September 4, 2007. On May 20, 2008, the Federal Court certified the *Manuge* action.
22. On February 3, 2009, the Federal Court of Appeal overturned the Federal Court's decision and stayed and de-certified the *Manuge* action. The Federal Court of Appeal ruled that Mr. Manuge did not have a right to bring an action for damages against the Defendant. Class Counsel filed for leave to appeal that decision to the Supreme Court of Canada.
23. To protect the Proposed Class in this action, Class Counsel commenced a Notice of Application for Judicial Review in Federal Court (Court file: T-479-09) on March 31, 2009. The proposed settlement discontinues that application.
24. Over three years and three court hearings later, on December 23, 2010, the Supreme Court of Canada unanimously allowed Mr. Manuge's appeal and restored the Federal Court's decision certifying the *Manuge* action.
25. As in *Manuge*, the original theory of this case advanced with respect to the interplay between the *Pension Act* and the GWL LTD Policy was undermined by the decision of the Ontario Court of Appeal in *Ruffolo v. Sun Life Assurance Company*, 2009 ONCA 274. As a result, Class Counsel faced a complicated trial on the Charter argument raised in the original pleadings which would involve extensive evidence and uncertainty.
26. In *Manuge*, when continuing our review of the SISIP LTD Policy in order to find fresh avenues for recovery, Class Counsel noted that the Policy arguably did not provide the Defendant with the contractual right to make the Offset. As, in our opinion, the *Pension*

Act disability pension was not a "monthly income benefit". On further review, we were able to locate Defendant's documents that indirectly supported this approach.

27. Unfortunately, the GWL LTD Policy arguably more clearly provides the Defendant with the contractual right to apply the offset:

The amount of the monthly benefit to which an employee is entitled is his Amount of Insurance as of the date of commencement of the Period of Disability, reduced by...

(iii) the monthly amount of any periodic payments he receives under the Pension Act for an occupational disability which occurred while he was on duty...

28. A true copy of the GWL LTD Policy is attached hereto as **Exhibit "B"**.
29. On May 1, 2012, the Federal Court released its Decision finding in favour of the *Manuge Class'* interpretation and holding that the offset was in breach of the SISIP LTD Policy.
30. On May 29, 2012 the Defendant announced it would not to appeal the Court's Decision and would begin negotiations to resolve the remaining issues in *Manuge*. Negotiations began at a meeting in Ottawa on July 4, 2012. Class Counsel tried to put the RCMP case on the agenda for that meeting, but we were informed by the Defendant that the RCMP case would not be on the agenda and that it would have to be litigated. At that time, the Defendant advised Class Counsel that it was not prepared to consent to certification in this case despite the *Manuge* certification decision.
31. On September 25, 2012, Class Counsel filed an amended Statement of Claim to add nullification of insurance as a cause of action.
32. On October 3, 2012, Class Counsel filed its Certification Motion.
33. The contested Certification Motion was originally scheduled for December 3, 2012, but was adjourned at the request of the Defendant so the Defendant could obtain settlement instructions.

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34. On December 20, 2012, the Defendant advised that it had reconfirmed its instructions to litigate this case.
35. On February 13, 2013, (the day before the *Manuge* settlement and fee approval hearing) Defendant Counsel cross examined Mr. White on his Certification Motion Affidavit.
36. In April 2013, Class Counsel was finally advised by the Defendant that they were willing to participate in without prejudice settlement discussions.
37. After some delays on behalf of the Defendant, a series of telephone conferences and meetings occurred on May 27, 2013 (by telephone), July 15, 2013 (in person in Ottawa), August 16, 2013 (in person in Ottawa), August 26, 2013 (by telephone) and November 13, 2013 (in person in Calgary).
38. During these negotiations, the Defendant advised Class Counsel that unlike the *Manuge* negotiations, the result of this case was very much in doubt and that any settlement would have to reflect that litigation risk.

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PART III – RESULTS ACHIEVED

39. In order to explain our recommendation of this proposed settlement, I discuss its basis and rationale in the following sections.

The Offset will Cease

40. It was very important to Mr. White that the Offset cease. At 61, he will only receive LTD benefits for a couple more years, but he was determined to see the Offset cease for younger Proposed Class Members and members medically released in the future.
41. The proposed settlement provides that the Offset will fully cease once and for all. As discussed below, Class Counsel does not seek any payment regarding the considerable value resulting to Proposed Class Members as a result of the offset ending.
42. I am advised by the Defendant Counsel and I do verily believe that the net present value of future benefits to the Class is projected to be \$30.3 million.
43. The Offset was of fundamental concern to the late Mr. Buote. He expressed to me that the offset needed to end so that disabled former members of the RCMP were not subjected to the Offset in future.

The Refund of Past Offsets

44. The Defendant informed Class Counsel that any settlement would have to recognize the very real litigation risk on the merits of the case and the applicable limitation period. This case was commenced on June 6, 2008, which meant that arguably no Proposed Class Member could receive damages that occurred prior to June 6, 2002.
45. Coincidentally, Mr. White was medically released in July 2002 and he was uneasy about any settlement that would see him receive significantly better treatment than those released before him.
46. In the late Mr. Buote's case, a significant portion of his benefits would have been subjected to the limitation period as he commenced receiving long term disability

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benefits in 1993. If the limitation period was applied at as June 6, 2002, approximately 9 years of benefit payments plus interest would not have been recovered.

47. Following prolonged negotiations, the Defendant agreed to refund 82% of the Offset to every Proposed Class Members. 82% reflects the amount of the total Offset that occurred after June 6, 2002.
48. In recommending this proposed settlement, Class Counsel was aware that, even if the Proposed Class was fully successful on the merits of this case, it could likely not have received a better total refund for the Proposed Class as a whole after the six year limitation period defence was applied.

Streamlining the reimbursement process

49. As in *Manuge*, Class Counsel pressed for a streamlined refund process.
50. The proposed settlement provides that the refund for most Class Members will be processed automatically with no need to file a claim form or provide documents.
51. The streamlined process for Zero Sum Members (as defined below) is set out below. Only in the most difficult cases should material effort be required from the Zero Sum Member in order to receive their retroactive benefits.

Estates

52. An issue in the litigation was the refund of the Offset made to Class Members who have since died. This is a particularly relevant issue as Mr. Buote is now deceased.
53. The Defendant has agreed to pay spouses and minor children of the deceased members for the entire period of the Offset.
54. The parties have also applied a lesson learned from *Manuge*, where a question arose about the payment of members who died between the settlement hearing and the mailing of the Refund. This issue is expressly addressed in this proposed settlement, which provides that the refund will be sent to the estate of the deceased member if the member died between the date of the Order and mailing of the Refund.

Interest

55. Given the large dollar amounts involved and the length of the Class period, Class Counsel realized that the calculation of interest was an important issue. Class Counsel was aware of the following points during interest rate negotiations:
- a. Pursuant to section 31(6) of the *Crown Liability and Proceeding Act*, RSC 1985, c C-50 (the "CLPA"), the Defendant is not liable to pay pre-judgment interest prior to February 1, 1992.
 - b. There is no fixed tariff for pre-judgment interest under the *Crown Liability and Proceedings Act* or *Federal Court Act*. Rather, it is a matter for negotiation or court order.
 - c. Interest rates have ranged since 1992, and have been at historically low rates in recent years. A challenge in the negotiations was to reflect that reality, but to also recognize that the rates had previously been higher.
 - d. The base value of this class action was so large that any small change in interest rate had a significant financial impact.
56. The parties agreed to apply the *Manuge* pre-judgment interest, which were previously described by the Court as reasonable:
- a. 6% from February 1, 1992 to December 31, 1995;

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- b. 5% from January 1, 1996 to December 31, 2008;
- c. 3% from January 1, 2009 to the date the funds are paid to McInnes Cooper in trust.

57. Unlike *Manuge*, there was no judgment in favour of the Class driving the negotiation, so the 5% post-judgment interest rate in the *Interest Act* does not apply.

Zero Sum Members

58. "Zero Sum Members" are individuals who received no monthly long term disability benefits as a result of the Offset.

59. During the negotiations, the Defendant took the position that it is entitled to determine the medical eligibility of Zero Sum Members after the expiration of the 24 month "own occupation" period. The Defendant also needs to determine if any of the remaining offsets were applicable.

60. As in *Manuge*, the parties came up with the following methods to facilitate and determine the eligibility of Zero Sum Members:

- a. substantial data exchange;
- b. the use of "proxies"; and
- c. an independent adjudication process, if necessary.

61. The Defendant agreed to make best efforts to obtain access to this information from the administrator of the *Pension Act* benefits, so GWL could begin to make further individual evaluation. Annex A of the proposed Order authorizes the Defendant to exchange information for the purposes of determining entitlement and calculating payment amounts.

62. As in *Manuge*, Class Counsel located similar definitions of "totally disabled" (the "Proxies") in other Federal Government programs. These Proxies are the Canada Pension Plan disability pension and the Veterans Affairs Canada Exceptional Incapacity Allowance. The Defendant agreed that during the period that the Zero Sum Member

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had qualified under one of the Proxies, the Defendant would deem the Zero Sum Member as "totally disabled" for the purposes of the GWL LTD Plan.

63. The parties designed a process that minimized the procedural steps and the requirements placed on the Class Member. The key steps are as follows:

- a. The Defendant will treat all Class Members medically released as having been totally disabled for the first 24 months from their release;
- b. The Defendant will invoke the Proxies and their own information to assess eligibility;
- c. If the Defendant declines to make a payment, or does not pay the amount the Member believes is correct, the Class Member may prepare an Appeal as to why they should still be compensated and in what amount;
- d. Class Counsel has the right to file material in support of the Class Member's claim, in order to minimize the prospect that the Class Member would lose their entitlement due to lack of funds to retain counsel, or a lack of skills in preparing the submission;
- e. A highly regarded class action arbitrator, Laura Bruneau, has been selected to resolve any disputes on eligibility or amount of benefit in a summary fashion. Ms. Bruneau's fees will be paid for by the Defendant. Ms. Bruneau is the arbitrator in the *Manuge* class action is well aware of the various issues.

Oversight and reporting

64. The agreement provides for the appointment of Deloitte to oversee the implementation of the Defendant's obligations under the agreement. Deloitte will provide quarterly reports to the Court on the Defendant's compliance with the agreement until such time as the Court deems further reports unnecessary. Deloitte is the monitor for the *Manuge* class action and is well aware of the various issues that may arise in administering this settlement.

65. The cost of Deloitte's services will be paid by the Defendant.

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Other differences from the *Manuge* settlement

66. Besides the 18% reduction in the recovery level, there are two benefits provided in the *Manuge* settlement are not present in the current case: the bursary fund and the tax gross up.
67. Given:
- a. The dramatically more challenging position on liability given the absence of the "income" contractual argument;
 - b. The lack of a judgment on liability driving negotiations;
 - c. The fact that the action was not yet certified;
68. Class Counsel were of the view that these differences were reasonable compromises in order to achieve an earlier settlement for Class Members.
69. On the positive side of the ledger from *Manuge*, the Defendant has agreed to pay McInnes Cooper \$18 per member paid and the cost to send the cheques by registered mail. This is an improvement for the Class from *Manuge*, where these administrative costs were not paid by the Defendant, but rather as a projected disbursement borne by the Class.

Summary of financial benefits

70. I am informed by the Defendant and I do verily believe that the financial benefit to the Class of the settlement may be summarized as follows:

RCMP LTD Class Action: <i>Pension Act</i> Offsets Cost Estimate		
		Recovery
1)	Retroactive payments – to April 30, 2014	\$30.6 million
2)	Interest – to October 31, 2014	\$9.1 million
3)	Future Amounts – Net Present Value	\$30.3 million
4)	Total	\$70 million

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Conclusion on the results achieved

71. For all the reasons discussed above and below, we believe that the result achieved is in the best interest of the Class. We have no hesitation in recommending it to the Court for approval.
72. The outcome will benefit the Class and currently serving RCMP members on a go-forward basis, as no further Offsets will be deducted from their benefits. Class Members who meet the definition of "totally disabled" in the RCMP LTD Policy will benefit from this outcome until they turn 65, when they will no longer be eligible for RCMP LTD.

PART IV – RISK AND WORK UNDERTAKEN

Risks undertaken by Class Counsel

73. The Class faced significant obstacles and risks in this action. At the outset of this case, Class Counsel was aware of the following risks:

- a. The risk that the action would not be certified as a class proceeding, or that the action would be de-certified on appeal. In fact, this risk was realized in the *Manuge* companion case, but fortunately corrected at the Supreme Court of Canada. Nonetheless, the Defendant was intent on contesting certification again, creating an initial level of risk;
- b. The risk that one or more common questions would be decided against the Proposed Class. This case raised issues that were novel and untested. Some of these risks were highlighted as a result of the following case law developments that occurred over the life of the litigation:
 - i. the Ontario Court of Appeal ruled in *Ruffolo v Sun Life*, 2009 ONCA 274 described above. As noted, this “attachment” argument had been one of the centerpieces of the initial pleading;
 - ii. the Supreme Court of Canada ruled against the pension discrimination *Charter* class action in *Withler v Canada*, 2011 SCC 12, in which Mr. Branch was co-counsel for the class;
 - iii. the Supreme Court of Canada ruled against the viability of a fiduciary duty cause of action brought by nursing home residents against the Government of Alberta in *Elder Advocates Society v Alberta*, 2011 SCC 24, in which Mr. Branch was co-counsel for Alberta.
- c. The risk that the Defendant would enact legislation that would prevent the Proposed Class from pursuing all or part of this litigation. Indeed, Mr. Branch had been subject to such retroactive legislation issued shortly before a summary trial in a certified probate fee class action in which he was class counsel: *Howard Estate v British Columbia*, 1999 CanLII 6193 (BCSC).

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74. Unlike certain other class action cases where settlement comes into discussion quite quickly, the risk of non-recovery did not diminish at all in this case until the Defendant agreed to enter negotiations 5 years after the litigation was commenced.

Class Counsel worked solely on a contingency basis

75. Over the last six years, Class Counsel has worked on a contingency basis, receiving no compensation for their time or expenses invested in the case.
76. Class Counsel would not have been paid any fees or reimbursed for their disbursements had the matter not been prosecuted successfully or had the Class received no recovery.

Client expectations: Retainer Agreement and notice

77. The Retainer Agreement in place with Mr. Buote provided for a percentage fee of 30%, plus disbursements and applicable taxes. Attached as **Exhibit "C"** is a true copy of the present Contingency Fee Agreement and Retainer Agreement between Mr. Buote and McInnes Cooper, signed on February 28, 2008.
78. The May 9, 2012 Contingency Fee Agreement and Retainer Agreement in place with Mr. White, attached as **Exhibit "D"**, contain the same provisions.

Effort and skill

79. This action was carried efficiently by two law firms and in large measure by three lawyers within those firms.
80. Even as between those three lawyers, there was an efficient allocation of primary responsibility. I was primarily responsible for overall strategy, pension and benefit law, supervision of communications, Mr. Branch being primarily responsible for class action law, insurance law, and tactical and negotiation management. Mr. Wallace being primarily responsible for drafting and document management, as well as supervision of general class communication and communication with Mr. White. All three of us were responsible for substantive arguments and input based on their areas of expertise.

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81. Even if this motion is granted, there will be substantial work left to be done, as has been seen in the *Manuge* case. Class Counsel will remain actively involved in the supervision of the refund process and enforcement of any orders issued. Specifically, Class Counsel will be, among other tasks:
- a. Receiving and responding to questions from Class Members about the settlement process;
 - b. Monitoring and assisting with proper Disability Appeals;
 - c. Monitoring and assisting with proper Calculation Appeals; and
 - d. Monitoring and assisting with the location of missing estate claimants.
82. In *Manuge*, Class Counsel have worked thousands of hours since the February 14-15, 2013 settlement hearing. That number continues to increase. In that case, several substantive issues in the interpretation of the order that have arisen. Class Counsel represents 105 *Manuge* Class Members in their individual appeals. Over a year after the settlement hearing, the phone still rings and the e-mails still come every day.

Disbursements

83. Class Counsel incurred expenses without reimbursement throughout the course of this action.
84. The expenses incurred by McInnes Cooper total \$11,228.61, including projected travel costs to Halifax for the June 20, 2014 hearing:

Expense	Amount
Taxi	552.30
Photocopies	127.72
Airfare	7,161.94
Hotel	1,535.82
Meals	300.39

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Courier/special postage	33.84
Court filing fees	52.00
HST	\$1,464.60
Total	\$11,228.61

85. The expenses incurred by Branch MacMaster total \$14,067, including projected travel costs to Halifax for the June 20, 2014 hearing:

Expense	Amount
Taxi	736.71
Auto	108.77
Airfare	9,971.10
Hotel	1,740.66
Meals	813.60
Conference calls	26.64
GST (5%)	669.95
Total	\$14,067.43

86. These expenses were paid by Class Counsel for the benefit of the Proposed Class in pursuing this litigation, and at the considerable risk that Class Counsel would never be reimbursed. No expenses were paid by Mr. Buote, Mr. White or any of the Proposed Class Members.

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PART V – Gerard Buote's and David White's Contribution

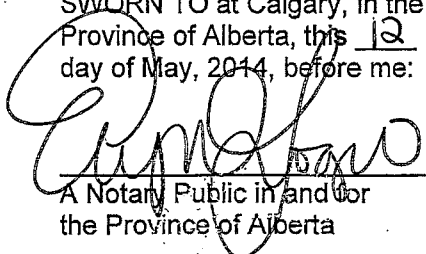
Contribution by Mr. Buote and Mr. White

87. At no time did either Mr. Buote or Mr. White ever ask for compensation for all their efforts in instructing class counsel, dealing with press inquiries and, in the case of Mr. White, attending the Manuge hearing, and being subject to cross examination.
88. Although the Estate of Mr. Buote is no longer proposed as the representative plaintiff, I have spoken to Mr. Buote's wife Sherri, and she has indicated support for the agreement generally, and the proposed legal fees specifically.
89. At no time prior to the preparation of this motion did Class Counsel suggest to either Mr. Buote, Mr. Buote's family or Mr. White that we would be making a special request for compensation for their efforts.
90. Class Counsel are proposing and seeking approval from the Court to pay \$5,000 to each of Mr. Buote's wife Sherri, and Mr. White as an honorarium. This amount would be paid from Class Counsel's fee award, so as not to reduce the amount payable to any other Class Member.

Purpose

91. I make this affidavit in support of the relief sought in the Notice of Motion and for no other purpose.

SWORN TO at Calgary, in the
Province of Alberta, this 12
day of May, 2014, before me:


A Notary Public in and for
the Province of Alberta

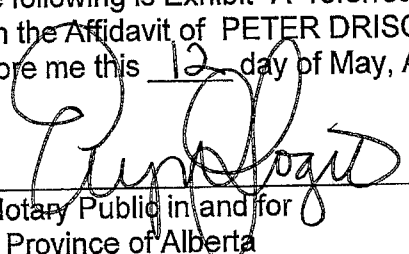

PETER DRISCOLL

Eryn B. Logie
Barrister and Solicitor

TAB A

Court File No. T-889-08

The following is Exhibit "A" referred
to in the Affidavit of PETER DRISCOLL sworn
before me this 12 day of May, A.D. 2014



A Notary Public in and for
the Province of Alberta

Eryn B. Logie
Barrister and Solicitor

- Co-author (with C. Rhone), "Insurance Issues in Class Actions", in Litigating and Managing Insurance Coverage Disputes, The Canadian Institute, Conférence, June 17-18, 2008 (Toronto)
- Co-authored (with Susan M. Precious), "Top Ten Cases from the ROC from the 2007-2008 Class Action Season", in Troisième Colloque sur les Recours Collectifs, Actes de la Formation Juridique Permanente 2008 volume 2 (Quebec: Les Editions Yvon Blais Inc., 2008) p.109-129.
- Co-author (with C. Rhone and J. MacMaster), "Environmental Insurance Recovery" (BCCLE, 2008)
- Co-author (with Susan Precious), "Cross Canada Check-up: BC cases from April 2007 to April 2008", 5th Annual Symposium on Class Actions (Toronto: Osgoode Hall Law School of York University, 2008)
- Co-author (with Susan Precious), "Intervention: The Need for Aggressive Case Management", Civil Litigation Conference - 2007.
- Co-author (with Donald Lebars), "Class Actions in the Federal Court", Federal Court Practice CLE, 2007.
- Co-author (with Christopher Rhone), "Solving the National Class Problem", 4th Annual Symposium on Class Actions (Toronto: Osgoode Hall Law School of York University, 2007)
- Co-author (with Luciana Brasil), "If it ain't broke, don't fix it! If it is broke, fix it!", 4th Annual Symposium on Class Actions (Toronto: Osgoode Hall Law School of York University, 2007)
- Co-author (with Don Lebars), "Industry Class Actions: A New Class Action Industry?", Litigation Class Actions (Toronto: Canadian Institute, 2005)
- Co-author (with Won Kim), "The Wheat and the Chaff: Class Action Case Selection", Litigating Class Actions (Toronto: Canadian Institute, 2005)
- Co-author (with C. Rhone), "The Bond Between Class Members - The Wedge Between Counsel: Trans-National Class Actions in the Wake of Parsons v. McDonald's Restaurants", British Columbia CLE (February, 2005)
- Author, "Securities Class Actions in Canada: Haven or Hinterland?", BC Securities Law CLE (Vancouver, 2005)
- Co-author (with L. Brasil), "Which Comes First: the Chicken or the Egg? The Order and Appropriateness of Pre-Certification Motions", British Columbia CLE (February 25, 2005)
- Co-author (with D. Montrichard), "Exposing the Litigation Blackmail Myth", British Columbia CLE (February 25, 2005)
- Co-author (with C. Rhone), "The Bond Between Class Members - The Wedge Between Counsel: Trans-National Class Actions in the Wake of Parsons v. McDonald's Restaurants", 5th Annual National Forum on Litigating Class Actions (Toronto: Canadian Institute, 2004)
- Co-author (with Luciana Brasil), "Which Comes First: the Chicken or the Egg? The Order and Appropriateness of Pre-Certification Motions" (October 2004)
- Co-author (with Rod Hayley, Lawson Lundell), "An Insider's Guide to Class Certification", Canadian Bar Association/University of Victoria Joint Online Seminar (September 17, 2004)
- Co-author (with Craig Ferris, Lawson Lundell), "Pension Class Actions", presented at the Canadian Pension Benefits Institute 2003 Western Regional Conference
- Co-author (with Christopher Rhone), "Chaos or Consistency: The National Class Action Dilemma", presented at National Forum on Drug and Medical Device Liability (Canadian Institute, 2003) and Litigating Class Actions (Canadian Institute, 2003)
- Author, "Insurance for Leaky Condos: A Subcultural History", 3rd Annual Insurance Conference (Vancouver, CLE, 2003)

- Speaker, *Fetal Alcohol Spectrum Disorder: Doing What Works*, University of British Columbia Interprofessional Continuing Education, February 22, 2003
- Author, "If it ain't broke, don't fix it! Does BC Need a New Costs Regime in Class Actions", Biennial Civil Litigation Conference (Vancouver: CLE, 2003)
- Co-author (with James MacMaster), Financing Class Actions (June 2002)
- Co-author (with James MacMaster and John Kleefeld), Class Action Settlements: Issues and Approaches (May 2002)
- Author, The Wheat and the Chaff: Class Action Case Selection (March 2002)
- Author, A Quest For Fairness: Class Actions and the Government (January 2002)
- Author, Chaos or Consistency? The National Class Action Dilemma (January 2002)
- Co-author, "Settling a Class Action (or How to Wrestle an Octopus)" (with John C. Kleefeld) presented at the Canadian Institute Conference on Litigating Toxic Torts and Other Mass Wrongs (Toronto: December 4-5, 2000)
- Author, "Predator: The Role of Class Action Counsel in *Competition Act* Cases"
- Author, Class Actions in Canada (Vancouver: Western Legal Publications, 1996)
- Author and Speaker, "Class Action and Products Liability Exposure for Year 2000 Problems", *The Year 2000: Litigation Issues* (Vancouver: CLE, 1999)
- Author and Speaker, "Class Actions: The New Threat to Directors and Officers", *Directors Under Siege* (Toronto: CBAO, 1999)
- Author, "Class Actions in British Columbia: The First Decisions", 2 *Insurance Law* 130
- Author, "Power in Number's: B.C.'s Proposed Class Proceedings Act", *The Advocate*, August, 1995
- Author and Speaker, "Products Liability Class Actions: The Defendant's Perspective", *Products Liability* - 1996 Update (Vancouver: CLE, 1996)
- Author and Speaker, "Mass Tort Class Actions: The Latest Trend", *Mass Tort Litigation* (Insight, 1998)
- Author and Speaker, "Product Liability and Class Action Law Suits", *Year 2000 Computer Problems* (Insight: 1998)
- Author and Speaker, "Class Action Exposure for Year 2000 Problems", *The Year 2000 Computer Bug - Legal Issues and Liabilities* (Vancouver: CLE, 1998)
- Speaker, "Class Actions for Legal Assistants: The Latest Trend", *Continuing Legal Education*, October, 1998
- Speaker, "Class Action", B.C. Trial Lawyers Association, October, 1996
- Speaker, "Class Actions from a Research Perspective", Vancouver Association of Law Librarians, January, 1997
- Author (with Andrew Borrell), "Power in Numbers: B.C.'s Proposed Class Proceedings Act", (1995)
- Author, "Lost Years: The Compensation for Dying Young", *The Advocate*, September 1994
- Author, "Subrogation Issues in Builders' Risk Insurance", 1 *Insurance Law* 22
- Member, American Trial Lawyers Association
- Member, Canadian Bar Association Civil Litigation, Insurance Subsections

Counsel Work

- Counsel for Insurance Corporation of British Columbia in first class action certification hearing in B.C.
 - Certification was successfully opposed at the trial and appellate level

- Class counsel in two constitutional class actions against the Government of B.C. Certification was obtained in both cases
- Counsel for Registrar of Mortgage Brokers in investor class action
- Counsel for U.S. plumbing component manufacturer in products liability class action
- Counsel for Private College in educational malpractice class action. Certification was successfully opposed
- Counsel for siding manufacturer in product liability class action. Certification was successfully opposed
- Counsel for a blood transfusion service in a transfusion-associated Hepatitis C class action
- Counsel for an Insurer in a premium-offset class action
- Counsel for airport in a nuisance class action. Certification was successfully opposed
- Counsel for brokerage firm in securities class action. Certification was successfully opposed

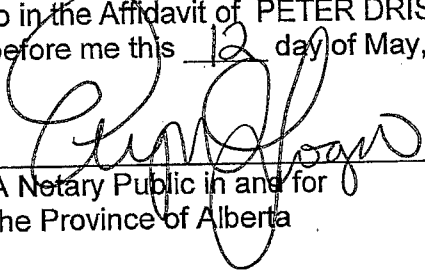
Volunteer Activities

- Council Chair, Mount Seymour United Church
- Sport BC Board Member

TAB B

Court File No. T-889-08

The following is Exhibit "B" referred
to in the Affidavit of PETER DRISCOLL sworn
before me this 12 day of May, A.D. 2014



A Notary Public in and for
the Province of Alberta

Eryn B. Logie
Barrister and Solicitor

Disability Insurance Contract

THE **Great-West Life** ASSURANCE COMPANY
 HEAD OFFICE • WINNIPEG, CANADA

THE GREAT-WEST LIFE ASSURANCE COMPANY (herein called the Company) in consideration of the application of

THE COMMISSIONER OF THE ROYAL CANADIAN MOUNTED POLICE ACTING UNDER
 AUTHORITY OF SECTION 21 OF THE ROYAL CANADIAN MOUNTED POLICE ACT
 (herein called the Group Policyholder)

and in consideration of the payment of premiums as provided herein, HEREBY
 INSURES certain employees for Group Long Term Disability Income Insurance
 Benefits in accordance with the provisions hereof.

This policy shall be effective from October 1, 1975 (herein called the effective date).

This policy is not in lieu of and does not affect any requirement for coverage by Workmen's Compensation insurance.

All the provisions set forth on the following pages form a part of this policy as fully as if the same were stated over the signatures hereto.

IN WITNESS WHEREOF the Company has caused this policy to be executed at its Head Office.

R. H. Birnam

Secretary

J. W. Burns

President

W. Bauer

For the Actuary

Group Long Term Disability Income Insurance - Yearly Renewable Term

Policy Format No. LTD 24892

Group Policy No. 24892GM

GDH1

Released Under the
 Access to Information Act

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G-11
THE Great-West Life ASSURANCE COMPANY • HEAD OFFICE • WINNIPEG, CANADA

APPLICATION FOR GROUP POLICY

THE COMMISSIONER OF THE ROYAL CANADIAN MOUNTED POLICE ACTIN UNDER
 AUTHORITY OF SECTION 21 OF THE ROYAL CANADIAN MOUNTED POLICE ACT

(the Applicant) hereby applies to The Great-West Life Assurance Company for Group Policy
 No. 24892GM in the form attached hereto. This Group Policy has been approved and its terms
 are hereby accepted by the Applicant.

Dated at Ottawa, Ontario this 17th day of December 19 76

THE COMMISSIONER OF THE ROYAL CANADIAN MOUNTED
 POLICE ACTING UNDER AUTHORITY OF SECTION 21
 OF THE ROYAL CANADIAN MOUNTED POLICE ACT
 Applicant

By *J. J. L. Landon* *

Witness

Licensed Resident Agent

Title

M146a-

Released Under the
 Access to Information Act

1-11-76

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BENEFIT PROVISION

PA29* LONG TERM DISABILITY INCOME INSURANCE BENEFITS

Released Under the
Access to Information Act

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GENERAL DEFINITIONS

In this Policy:

- (1) "Employer" means the Group Policyholder.
- (2) "employee" means
 - (i) a member of the RCMP as defined in the RCMP Act and the RCMP Superannuation Act, and
 - (ii) a person who was a member of the RCMP, as defined in the RCMP Act and the RCMP Superannuation Act, on July 15, 1984 and who, on July 16, 1984, automatically transferred to the Canadian Security Intelligence Service.
- (3) "employee contribution" means the amount, if any, which the Employer requires an employee to pay toward the premium for his insurance under this policy.
- (4) "Monthly Earnings" shall be as defined for the purposes of the RCMP Superannuation Act.
- (5) "service" means employment
 - (i) with the Employer, in the case of an employee defined in (2) (i) above,
 - (ii) with the Employer or the Canadian Security Intelligence Service, in the case of an employee defined in (2)(ii) above,

on an active, permanent, full-time or part-time and full pay basis, but does not mean employment on a temporary or seasonal basis.

Employment on a full-time basis means employment where the employee works an average of at least 30 hours per week.

Employment on a "part-time basis" means employment where the employee works more than an average of 12 hours, but less than 40 hours per week.
- (6) "work" means service with the Employer.
- (7) "regular occupation" means the duties or duties equal to or similar to those duties performed by the employee immediately prior to the commencement of a Period of Disability (defined in the Benefit Provision entitled LONG TERM DISABILITY INCOME INSURANCE BENEFITS).
- (8) "physician" means a duly qualified physician or surgeon licensed to practice medicine other than a person who practices dentistry, veterinary medicine, osteopathy, chiropractic, podiatry, naturopathy or drugless healing.

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GENERAL DEFINITIONS (Continued)

(9) "actively at work" means reporting for work by an employee on the date in question at his usual place of employment

- (1) with the Employer, in the case of an employee defined in (2)(i) above,
- (ii) with the Employer or the Canadian Security Intelligence Service, in the case of an employee defined in (2)(ii) above,

when such usual place of employment is outside of his home and if, when he so reports, he is able to perform all of the usual and customary duties of his occupation on a regular basis. If any employee does not so report or if his usual place of employment with his Employer is not outside of his home, he shall be considered "actively at work" if at any time on the date in question he is neither

- (a) hospital confined, nor
- (b) disabled to a degree that he could not then have reported to a place of employment outside of his home and have performed all of the usual and customary duties of his occupation on a regular basis.

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Access to Information Act

ELIGIBILITY FOR INSURANCE

- (1) An employee is eligible on the date on which his service commences.
- (2) If an employee's insurance hereunder was terminated during an absence due to injury or sickness, it shall be automatically reinstated on the date his service recommences, provided
 - (a) If he had not qualified for benefits during such absence, such recommencement takes place within a period consisting of the Elimination Period and 31 days thereafter, or
 - (b) If he had qualified for benefits during such absence, such recommencement takes place within 31 days after the date on which benefits ceased to be payable.
 If he does not qualify for automatic reinstatement, he shall be treated as a new employee.
- (3) If an employee's insurance was terminated during leave of absence, maternity leave or temporary lay-off, it shall be automatically reinstated on the date his service recommences, provided he returns to work within 3 months after the date of termination or within any period during which the Employer is required by law to reinstate the insurance. If he does not qualify for automatic reinstatement, he shall be treated as a new employee.

In no event shall an employee's insurance be automatically reinstated if it terminated because the employee ceased to make required contributions. In this case, reinstatement shall be subject to evidence of the employee's insurability as provided under the EFFECTIVE DATE OF AN ELIGIBLE EMPLOYEE'S INSURANCE section.
- (4) No employee in any of the following classifications is eligible:
 - (a) any employee who, by the end of the number of days of the Elimination Period (shown in the TABLE OF INSURANCE) after the date he would otherwise be eligible in accordance with the paragraphs above, will have then attained his 65th birthday.
 - (b) any employee whose "service" does not fall within the limited meaning of the term in the DEFINITIONS provision.

EFFECTIVE DATE OF AN ELIGIBLE EMPLOYEE'S INSURANCE

The insurance of an eligible employee becomes effective:

1. If the employee is required to make an employee contribution,
 - (a) on the date he becomes eligible, if before that date he files with the Employer written application to be insured and authorization for the Employer to deduct the employee contribution from his pay, or
 - (b) on the date he files such application and authorization, if he does so after, but not more than 31 days after, the date he becomes eligible, or
 - (c) on the date the Company grants him insurance under this policy upon approval by the Company of medical evidence of his insurability, furnished by him without expense to the Company, if he files such application and authorization more than 31 days after the date he becomes eligible, or if he again files such application and authorization after previous revocation thereof.
2. If the employee is not required to make an employee contribution, on the date he becomes eligible.

It is, however, specifically provided that the insurance of an employee

 - (i) who was employed by the Group Policyholder prior to October 1, 1975 but who was not actively at work on October 1, 1975, shall not become effective until the date which is 30 days after the date on which he returns to work.
 - (ii) who became employed by the Group Policyholder on or after October 1, 1975 but who was not actively at work on the date his insurance would otherwise become effective, shall not become effective until the date of his return to work.

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Access to Information Act

Attached to and forming part of Group Policy No. 24892GM

issued by

THE
Great-West Life
ASSURANCE COMPANY

to

ROYAL CANADIAN MOUNTED POLICE

Notwithstanding anything to the contrary in this policy it is hereby provided that insurance months and insurance years shall be computed from January 1.

Released Under the
Access to Information Act

Dated at Winnipeg, Manitoba, this 22nd day of August 1979

THE GREAT-WEST LIFE ASSURANCE COMPANY

R. H. Henson
Vice-President and Secretary

H. P. Kavanagh
President

E. J. Anderson
For the Actuary

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10/1/83

TABLE OF INSURANCE

This Table of Insurance by itself has no full meaning and must only be interpreted in conjunction with other provisions of this policy.

Elimination Period:

the later of

- (a) the date which is 91 calendar days from the date on which his disability commenced, and
- (b) the date on which he is discharged from the R.C.M.P.

Maximum Benefit Period:

for accidental bodily injury or sickness:

to age 65, except in the case of the death of the employee, to the last day of the insurance month in which the employee attains his 65th birthday.

Rehabilitation Percentage:

- (i) 50% for the first 24 months of the Rehabilitation Program, and
- (ii) 100% thereafter.

Insurance Class

All Employees

Employee's Monthly Benefit Amount

An amount equal to 75% of the employee's Monthly Earnings, if such amount is an integral multiple of \$1.00, otherwise the next higher integral multiple of \$1.00 in excess of such amount but in no event shall the amount so determined exceed \$6,000.

Referred Under the
Access to Information Act

Notwithstanding anything to the contrary expressed or implied herein,

(1) in the section entitled AMOUNT PAYABLE of the Benefit Provision entitled LONG TERM DISABILITY INCOME INSURANCE BENEFITS, it is hereby provided that if:

- (A) on the January 1 following the date on which an employee establishes a Period of Disability under this policy, and
- (B) on the January 1, thereafter during the continuance of said Period of Disability there has been an increase in the cost of living based on the Canadian Consumer Price Index movement over the preceding 12 month period ending on October 31, the amount of such employee's monthly benefit shall be increased by the lesser of (a) and (b) below:

- (a) the amount determined by applying
 - (i) the percentage increase in the Consumer Price Index for the period in question (rounded to the nearest 1/10th of 1%), to
 - (ii) the monthly benefit received by the employee in the month immediately preceding the date on which the increase is being calculated.
- (b) 3% of the monthly benefit received by the employee in the month immediately preceding the date on which the increase is being calculated.

Continued

GDH 5A

Page 5 (Feb. 01.94)

000104

TABLE OF INSURANCE (Continued)

It is further provided that the increase applicable on any January 1 shall be adjusted upwards, if necessary, such that the accumulated sum of the increase being determined and the prior increases are at least equal to the lesser of

- (1) the accumulated sum of the increase being determined and the prior increases assuming they were all calculated in accordance with (a) above, and
- (2) the accumulated sum of the increase being determined and the prior increases assuming they were all calculated in accordance with (b) above.

In no event shall the cost of living adjustment be taken into account in determining whether or not an employee's Amount of Insurance exceeds 85% of his monthly earnings at the date of his discharge.

- (2) for the purposes of determining an employee's Monthly Benefit Amount, in respect of an employee who has been discharged, "Monthly Earnings" means the employee's salary in effect on the date of discharge.
- (3) in respect only of an employee who has suffered Total Disability while absent from work due to temporary lay-off, suspension or any approved leave of absence with or without pay, the Elimination Period stated on the Table of Insurance will only begin to accrue on the scheduled date of return to work.

Released Under the
Access to Information Act

Group Policy No. 24892GM

GDH 5A

Page 5a (Feb.01.94)

PREMIUM COMPUTATION: PREMIUM RATES

Until the date the Company exercises its right to change the premium rate, each monthly premium shall be the percentage, last set by the Company, of the Payroll in effect on the due date of such premium, and thereafter each monthly premium shall be at such premium rate as may be determined by the Company in accordance with this section.

For the purposes of this section, the term "Payroll" means the sum of monthly earnings of all insured employees.

Any premium adjustment occasioned by a change in Payroll shall be computed from

- (i) the first day of the insurance month next following such change, or
- (ii) in the case of Payroll decreasing, the actual date of payroll decrease but no earlier than the date which is 4 months prior to the date on which the Company received notice of such change, whichever date is later. Such premium adjustment shall be payable on the premium due date next following the date of computation of such adjustment,

- (a) by the Group Policyholder to the Company, in respect of Payroll increasing, or
- (b) by the Company to the Group Policyholder, in respect of Payroll decreasing.

The Company shall have the right to change the premium rates:

- (a) as a result of experience rating, on October 1, 1977 and on the first day of any subsequent insurance month, except that once any such change has been made the Company shall not have the right to make a further change as a result of experience rating during the succeeding 12 consecutive months.
- (b) as a result of modification of this policy requested by the Group Policyholder, on the effective date of such modification.

No increase in premium rate shall be effective prior to 90 days after written notice of such increase is given to the Group Policyholder by the Company.

Reasons for such increase is
Access to Information Act

PAYMENT OF PREMIUMS: GRACE PERIOD

The first premium is due and payable on November 30, 1975 and monthly premiums are due and payable on the first day of each insurance month thereafter during the continuance of this policy. All premiums are payable by the Group Policyholder at the Head Office of the Company.

A grace period of 31 days shall be granted for the payment of each premium falling due after the first premium, during which period this policy shall remain in force. If any premium be not paid within the days of grace this policy shall automatically terminate. If this policy terminates for any reason the Group Policyholder shall be liable for all premiums due and unpaid, including a pro rata premium for any time this policy is in force during the grace period.

In the event that the Company considers this policy to be in force beyond the grace period, the Group Policyholder is also liable for a pro rata premium for the period dating from the end of the grace period to the later of

- (1) the date of termination as indicated in a written notice of termination to the Group Policyholder, and
- (2) midnight of the 3rd scheduled working day following the date on which such written notice of termination is delivered to the Group Policyholder.

CURRENCY

All moneys payable under this policy to or by the Company shall be payable in lawful money of Canada.

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Page 6 (Aug.01.95)

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TERMINATION OF THE POLICY

The Group Policyholder may terminate this policy by giving written notice to the Company. Termination by the Group Policyholder shall take effect on the later of (a) the date of termination stated in the written notice, or (b) the date the written notice is received by the Company. The Company may, by written notice given to the Group Policyholder at least ninety days in advance, terminate this policy.

Termination of this policy shall be without prejudice to any claims incurred as a result of disabilities commencing prior to the date of such termination being paid or considered for payment.

TERMINATION OF AN EMPLOYEE'S INSURANCE

The insurance of an employee under this policy terminates automatically on the earliest of the following dates:

- (1) the date of termination of this policy, or
- (2) the due date of the first premium toward which he fails to make a required employee contribution, or
- (3) the date of his 65th birthday, or
- (4) the date of termination of his service, provided however that his insurance and the payment of premium therefor shall be continued if he is absent from work due to temporary lay-off, suspension or any approved leave of absence, with or without pay, until the date of termination of insurance determined by the Group Policyholder in accordance with a plan which precludes individual selection.

Notwithstanding anything to the contrary expressed or implied herein, it is provided that an employee may elect to terminate his insurance under this policy at any time after the date on which he completes 25 years of service with the Group Policyholder.

EXTENDED BENEFITS AFTER TERMINATION OF AN EMPLOYEE'S INSURANCE

If an employee is totally disabled on the date his insurance terminates, he shall be entitled during the continuance of the disability to any Long Term Disability benefits that would have been payable had the insurance not terminated.

Access to Insurance Benefits Under the
Federal Insurance Act

LONG TERM DISABILITY INCOME INSURANCE CONVERSION PRIVILEGE -- If

- (1) any employee ceases to be insured under this policy by reason of termination of his service, and
- (2) within 6 months after such termination, he obtains full-time gainful employment other than with the Employer, and
- (3) he makes written application to the Company while this policy is in force and within 31 days after commencement of the first such gainful employment,

he shall be entitled to have issued to him by the Company without medical evidence of insurability an individual group conversion disability income policy of insurance, subject to the Company's individual health insurance underwriting rules and practices with respect to overinsurance, age, sex and occupational classification.

Any individual policy issued in accordance with this Conversion Privilege shall take effect on the day such application and payment of the first premium are received by the Company and shall be in the form issued by the Company at the time of such application to persons exercising this Conversion Privilege. The coverage, terms and conditions of the individual policy shall be in accordance with the rules of the Company at that time.

Released Under the
Access to Information Act

GENERAL PROVISIONS

ENTIRE CONTRACT; CHANGES

This policy, the application of the Group Policyholder and the individual applications, if any, of the employees insured shall constitute the entire contract between the parties. All statements made by the Group Policyholder or by the individual employees shall, in the absence of fraud, be deemed representations and not warranties and no such statement shall be used in defense of a claim under this policy unless it is contained in the application herefor or in an individual application of an employee.

No change in this policy shall be valid until approved by an executive officer of the Company and unless such approval be endorsed hereon or attached hereto.

No agent has authority to change this policy or to waive any of its provisions.

TIME LIMIT ON CERTAIN DEFENSES

After this policy has been in force for a period of three years, no statements of the Group Policyholder contained in the application, and no statement relating to insurability made by any employee eligible for coverage under the policy shall be used to deny a claim or in contesting the validity of the insurance with respect to which such statement was made after the insurance has been in force prior to the contest for a period of three years during the lifetime of the person with respect to whom such statement was made.

NOTICE OF CLAIM

Written notice of claim must be given to the Company within 20 days after the occurrence or commencement of any loss covered by the policy, or as soon thereafter as is reasonably possible, but in no event more than 31 days after the date of the employee's discharge. Notice given by or on behalf of the insured employee to the Company at its Head Office, or to any authorized agent of the Company, with information sufficient to identify the insured employee, shall be deemed notice to the Company.

CLAIM FORMS

The Company, upon receipt of a notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice the claimant shall be deemed to have complied with the requirements of this policy as to proof of loss upon submitting, within the time fixed in the policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

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Access to Information Act

PROOFS OF LOSS

Written proof of loss must be furnished to the Company at its Head Office as soon as practicable after commencement of disability but not later than 90 days after the termination of the period for which the Company is liable. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

TIME OF PAYMENT OF BENEFITS

Subject to due written proof of loss, all accrued indemnities will be paid to the insured employee each month during any period for which the Company is liable and any balance remaining unpaid upon the termination of the period of liability will be paid immediately upon receipt of due written proof.

PHYSICAL EXAMINATIONS

The Company at its own expense, shall have the right and opportunity to examine the person of the insured employee when and so often as it may reasonably require during the pendency of a claim hereunder.

LEGAL ACTIONS

No action at law or in equity shall be brought to recover on this policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of 3 years after the time written proof of loss is required to be furnished.

Released Under the
Access to Information Act

CONFORMITY WITH PROVINCIAL OR STATE STATUTES

Any provision of this policy which, on its effective date, is in conflict with the statutes of the province or state of Canada or the United States of America in which the insured employee resides on such date is hereby amended to conform to the minimum requirements of such statutes in respect of such employee only.

BENEFIT PROVISION PA29*

LONG TERM DISABILITY INCOME INSURANCE BENEFITS

DEFINITIONS -- In this Benefit Provision

- (a) "Sickness", subject to the conditions and limitations contained in the section entitled BENEFIT LIMITATIONS, means a disease or illness.
- (b) "Total Disability" means the complete inability of an insured employee because of accidental bodily injury or sickness to engage in any substantially gainful occupation or employment for remuneration or profit for which he is reasonably suited by education, training or experience, except that during the applicable Elimination Period (stated in the TABLE OF INSURANCE) and the next 24 months of any Period of Disability the employee is deemed to have suffered Total Disability while he is wholly prevented by such injury or sickness from performing his regular occupation.

For the purposes of this Benefit Provision, "substantially gainful occupation or employment" means an occupation or employment which provides an income of not less than 50% of the employee's former gross earnings on the date of his discharge with entitlement to benefit.

- (c) "Rehabilitation Program" means a program of rehabilitation in which the employee first engages after qualifying for benefits under this Benefit Provision and which is approved by the Company. Any of the following may be eligible for consideration as a Rehabilitation Program:

- (i) the employee's regular occupation on a part-time basis;
- (ii) any gainful occupation which is of a less demanding nature than the employee's regular occupation;
- (iii) a formal educational training program;
- (iv) any other Rehabilitation Program approved by the Company.

The Rehabilitation Program shall continue until the earlier of the following dates:

- (1) the date on which the employee is able to perform his regular occupation on a full time basis, or
- (2) the date on which benefits cease to be payable as a result of the application of the Rehabilitation Percentage formula contained in the TABLE OF INSURANCE.

It is hereby provided that any Rehabilitation Program shall be subject to the continuing approval of the Company.

- (d) "Amount of Insurance" means the employee's Monthly Benefit Amount in accordance with the TABLE OF BENEFITS.
- (e) "Period of Disability" means that period which commences with the date the employee is first absent from work as a result of Total Disability and which continues for at least the Elimination Period (stated in the TABLE OF INSURANCE).

Successive periods of Total Disability due in whole or in part to causes related to those of the prior disability shall be considered as occurring in the same Period of Disability if the later disability starts

- (1) within 12 months after the prior disability ends, or
- (2) within 24 months after the end of a Rehabilitation Program.

Successive periods of Total Disability due to causes wholly different from those of the prior disability shall be considered as occurring in the same Period of Disability unless the employee completes at least one day of continuous service, excluding service during a Rehabilitation Program, before the later disability starts.

QUALIFICATION FOR BENEFITS

Subject to the other provisions and limitations contained in this Benefit Provision and in the policy to which it is attached, if accidental bodily injury or a sickness results in an employee's Total Disability and if such Total Disability commences while the employee is insured under this Benefit Provision and continues for at least the Elimination Period (shown in the TABLE OF INSURANCE) the employee shall be entitled to the payment of benefits determined in accordance with the section of this Benefit Provision which is entitled AMOUNT PAYABLE. Such benefits

Access to Information Act

PA29*(b) (May.26.88)

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LONG TERM DISABILITY INCOME INSURANCE BENEFITS (Continued)

- (a) shall commence on the first day following the Elimination Period (stated in the TABLE OF INSURANCE) and
- (b) shall continue for not more than the Maximum Benefit Period (stated in the TABLE OF INSURANCE) during any one Period of Disability.

It is hereby provided that

- (1) no benefit shall be paid in respect of any portion of a Period of Disability after the earlier of the following dates:
 - (a) the date of cessation of Total Disability.
 - (b) the date on which the employee attains his 65th birthday.

It is further provided, however, that benefits for an employee who dies during a Period of Disability shall be extended to the last day of the insurance month in which the employee dies.

- (2) Total Disability shall be deemed to continue during a Rehabilitation Program (defined herein).

AMOUNT PAYABLE

The amount of the monthly benefit to which an employee is entitled is his Amount of Insurance as of the date of commencement of the Period of Disability, reduced by (A) and (B) below, where

(A) is the sum of

- (i) the monthly amount of any periodic payments the employee receives in respect of himself under the Canada Pension Plan or Quebec Pension Plan, except any benefits he was receiving under said Plans prior to the date of his disability. For the purposes of this section, the amount of the initial entitlement under said Plans for a Period of Disability shall be deemed not to have been increased by any increase in benefits which results from an increase in the Pension Index as provided under the Canada Pension Plan or Quebec Pension Plan.
- (ii) the monthly amount of any periodic payments he receives under the R.C.M.P. Superannuation Act of the R.C.M.P. Pension Continuation Act. For the purposes of this section, the amount of the initial entitlement under said Acts for a Period of Disability shall be deemed not to have been increased by any increase in benefits which results from a cost of living adjustment.
- (iii) the monthly amount of any periodic payments he receives under the Pension Act for an occupational disability which occurred while he was on duty. For the purposes of this section, the amount of the initial entitlement under said Act for a Period of Disability shall be deemed not to have been increased by an increase in benefits which results from a cost of living adjustment.
- (iv) the monthly amount of any income benefits payable under any other Group or Association Insurance Plan which provides disability benefits for which the employee is eligible by reason of his membership in a specific trade or profession.

PA29*(c) (Feb. 01, 94)

- (v) except for severance payments, the monthly amount of any remuneration, other than under (vi) below, which he receives during a Period of Disability;
- (vi) the amount produced by applying the Rehabilitation Percentage (stated in the TABLE OF INSURANCE) to the monthly amount of remuneration he receives from a Rehabilitation Program;
- (B) Is the amount, if any, by which
 - (a) the sum of
 - (i) his Amount of Insurance, and
 - (ii) the balance of the monthly amount of remuneration from a Rehabilitation Program not considered in (A)(vi) above,
 exceeds
 - (b) 100% of his Monthly Earnings at the date of his discharge.

It is provided, however, that if an employee receives retroactive payment of any benefits to which he was entitled but was not receiving during a Period of Disability under A(i), A(ii) and/or A(iii) above, he shall be required to reimburse the Company for the amount of any benefits which the Company did not offset during the period covered by the retroactive payment.

It is hereby provided that the Company shall pay a one-thirtieth part of the amount determined under this section for each day of any Period of Disability which is less than a full month.

BENEFIT LIMITATIONS

No benefits shall be payable under this Benefit Provision for or on account of

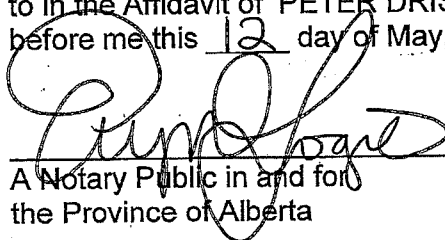
- (a) in respect only of an employee whose service commenced after the effective date of this policy, any accidental bodily injury or sickness or related injury or sickness if in the 90-day period preceding the effective date of his insurance under this Benefit Provision the employee
 - (i) received any services or supplies, or
 - (ii) consumed either orally or by injection any medications prescribed by a physician for or on account of that injury or sickness or related injury or sickness unless such medications, services or supplies are consumed or received after the date on which the employee completes 1 year of active full-time work while insured hereunder.
- (b) accidental bodily injury or sickness
 - (i) for which the employee is not continuously under the regular care and attendance of a physician other than himself, and
 - (ii) if the sickness is due to a mental or emotional disorder of any type, for which the employee is not receiving continuing treatment from a physician certified in psychiatry who certifies that such treatment is medically necessary.
- (c) intentionally self-inflicted bodily injury or sickness.
- (d) an accidental bodily injury or sickness which results from committing or attempting to commit a crime.
- (e) a sickness due to alcoholism, drug addiction or the use of any hallucinogenic or stimulating agent taken voluntarily unless
 - (1) the hallucinogenic or stimulating agent is prescribed by a physician, or
 - (2) the sickness is specifically documented as being an organic condition, or
 - (3) the employee is undergoing an alcoholic or drug addiction rehabilitation program that has received the prior approval of the Company but only while the employee is undergoing the program of rehabilitation.

Released Under the
Access to Information Act

TAB C

Court File No. T-889-08

The following is Exhibit "C" referred
to in the Affidavit of PETER DRISCOLL sworn
before me this 12 day of May, A.D. 2014

A handwritten signature in black ink, appearing to read "Eryn B. Logie", is written over a horizontal line.

A Notary Public in and for
the Province of Alberta

Eryn B. Logie
Barrister and Solicitor

THIS AGREEMENT made in duplicate this 28 day of Feb., 2008.

BETWEEN:

MR. ANGUS GERARD BUOTE, of Summerside, in the Province
of Prince Edward Island

(hereinafter called the Client)

OF THE FIRST PART

- and -

McINNES COOPER of Halifax, in the County of Halifax, Province
of Nova Scotia, Barristers and Solicitors

(hereinafter called the Solicitors)

OF THE SECOND PART

WHEREAS the Client has retained the Solicitors herein to assist him as the representative plaintiff in connection with a Class Action claim for the recovery of unlawful deductions from long term disability benefits payable to him under plan number 24892 as sponsored by the Royal Canadian Mounted Police and administered by the Great West Life Assurance Company (the "RCMP Ltd. Offset") and any general, punitive, exemplary and aggravated damages arising therefrom.

NOW THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein;

1. Authorization to Act

The Client does hereby authorize the Solicitors to act for him in his capacity as a representative plaintiff in connection generally with any claim, claims or Class Action claim he may have arising out of the RCMP Offset and any general, punitive, exemplary and aggravated damages arising therefrom, and without limiting the generality of the Solicitors' instructions, more particularly to commence and conduct an Action or Class Action in whatever Court the Solicitors in their sole discretion deem appropriate or advisable against any person or persons against whom it is their opinion that the Client has a reasonable cause of action for the purpose of recovering damages on the Client's behalf, and to retain additional Solicitors, if the Solicitors deem it necessary or advisable.

2. Other Personnel May be Engaged

The Client acknowledges and agrees that the Solicitors may employ the services of solicitors, articling clerks and paralegals who are engaged with McInnes Cooper to assist in the conduct of the file as the Solicitors see fit, which services shall be charged to the Client's file at each service provider's hourly rate. The client understands that McInnes Cooper may associate with other law firms in Canada.

SB AB. 7/10

- 2 -

3. Authority to Negotiate and Settle Subject to Approval

The Client hereby authorizes the Solicitors to do anything else necessary for the protection of the Client's interest and to act as the Client's Solicitors therein in any such matter as the Solicitors deem expedient and proper and to negotiate and/or settle the said action for such sum or sums as the Solicitors may deem proper subject to the Client's approval of the quantum, and for so doing, let this be the Solicitors' good and sufficient authority.

4. Fees

For professional services rendered the Client will pay to the Solicitors legal fees on a contingency basis as follows:

(a) 30% Fee If Settled or If Goes to Trial

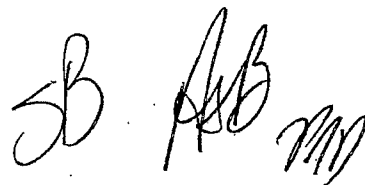
Should the suit for damages arising out of the aforementioned claim be settled pre or post certification of the matter as a Class Action in a manner and amount satisfactory to the Client, or proceed to trial, a sum equivalent to Thirty (30%) percent of the gross amount received by the Client from the opposing party or awarded by the Court to the Client, those costs allowed in the settlement or upon taxation, and in addition, all recovered disbursements and any recovered Harmonized Sales Tax, after deduction of such disbursements and Harmonized Sales Tax already paid for by the Client. Should the Court appoint other counsel to act as class counsel in this action, or if this action is stayed and the client forms a class represented in separate proceeding, the Thirty (30%) percent is still payable to the Solicitors and the Solicitors will represent the Client in the collection of the proportionate share from any class settlement amount. The counsel fee collected by the class counsel will be deducted from the aggregate claim before the Client's entitlement and the Thirty (30%) percent fee is determined.

(b) 35% Fee if the Matter is Appealed

Should the matter go to trial and be appealed, the Client will pay to the Solicitors Thirty-Five (35%) percent of the total recovery after appeal, and those costs allowed by the court and all recovered disbursements and any recovered Harmonized Sales Tax after deduction of such disbursements and Harmonized Sales Tax already paid for by the Client.

(c) Fee to Recover On Order

In the event there is any monetary recovery authorized by a decision of the Court, and the Order is not satisfied within thirty (30) days, the Client appoints the Solicitors as counsel and instructs them to pursue all normal and reasonable means to satisfy the Order. The Client agrees to pay the Solicitors an additional fee for their services in attempts to satisfy the Order, which fee will be calculated on the basis of the usual hourly rates charged by the lawyer assigned by the Solicitors to collect upon the Order.



- 3 -

5. Disbursements

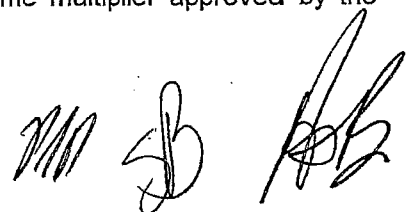
- (a) Any disbursements made by the Solicitors in connection with the matter shall be reimbursed by the Client only in the event of success, with success being defined as:
- i) A judgment in favour of the Client or some or all class members; and
 - ii) A settlement that benefits the Client or one or more class members.

The Solicitors undertake to make no disbursement other than those necessarily and reasonably required in connection with the claim.

- (b) The Client and the Solicitors acknowledge that all disbursements shall be separate from the amount payable to the Solicitors in the calculation of legal fees for services under other paragraphs in this Agreement.

6. Termination of Agreement

- (a) Should the Solicitors wish to terminate this Agreement at any time before they have effected a settlement in accordance with the Client's instructions, or alternately at any time before a decision by the Court, they shall not be entitled to recover from the Client such amounts as they have paid out in disbursements inclusive of interest thereon as calculated pursuant to paragraph 5(i).
- (b) Notwithstanding paragraph 6(a), should the Solicitors wish to terminate this Agreement at any time before they have effected settlement in accordance with the Client's instructions, or alternately at any time before a decision by the Court, they shall be entitled to withdraw, upon reasonable notice to the Client, without compensation;
- (c) If the Solicitors negotiate a settlement of the claim which they recommend that the Client accept, and the Client is unwilling to instruct them to accept it, then they shall be entitled to withdraw from further representation of the Client in the matter; AND the Solicitors are to be paid an amount equivalent to that which they would have been entitled to receive in fees in accordance with the calculations set forth in paragraph 4 above, with the amount of the settlement offer negotiated by the Solicitors being taken as the amount recovered, in addition to its full disbursement account with interest thereon;
- (d) Should the Client wish to terminate this arrangement at any time before the negotiation of a settlement (or alternately, a decision of the Court), whether to retain a new firm of solicitors or to abandon the claim, then the Solicitors are to be paid on a *pro rata* basis with respect to the time spent by the Solicitors as valued in accordance with their usual hourly rates which range from \$80.00 per hour for paralegals, to \$300.00 per hour for partners and senior solicitors. For example, should the value of time spent by the Solicitors represent 1/3 of the total contingent fee award, the Solicitors shall be entitled to 1/3 of that award. Further, should the fee award be granted on a multiplier basis, the Solicitors shall be entitled to the value of their time on that same multiplier approved by the



- 4 -

Court. Any amount which may be due in respect of expenses, disbursements and interest thereon, as provided in paragraph 5, shall also be paid.

- (e) The Client agrees to assist the Solicitors in their conduct of the matter. A refusal to comply with any reasonable request made by them may, at the sole discretion of the Solicitors, result in the termination of this Agreement, and the Client shall be obligated to pay a fee calculated in accordance with paragraph 8.

7. Client Responsible for Costs Award

The Client hereby acknowledges that he has been informed by the Solicitors that although an award of costs are the exception rather than the rule in Class Actions, in the event of costs being awarded against the Client and the Class, the Client and the Class may be responsible to the opposite party for taxed costs or a portion thereof;

8. When the Solicitors Can Withdraw

It is hereby agreed and consented to by the Client that the Solicitors may withdraw and refuse to carry forward the case on a contingency fee basis if any one of the following situations occurs in the opinion of the Solicitors:

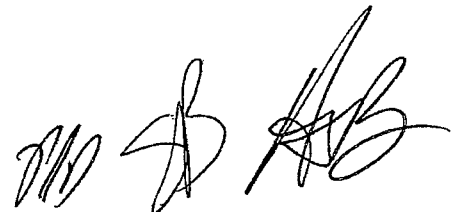
- (a) If new facts become known to the Solicitors, which at the time of entering into the contingency agreement the Client did not bring to the attention of the Solicitors or if the Solicitors discovered these facts during investigation, discovery or in some other fashion and because of the finding of these new facts, the Solicitors believe the case is in serious jeopardy of being lost;
- (b) If the legal research completed after entering into the contingency agreement combined with the facts that evolve should indicate in the opinion of the Solicitors that the likelihood for recovery at trial is unlikely;
- (c) If an offer is made to the Client and it was rejected by the Client against the advice of the Solicitors, then the Solicitors may withdraw and allow the Client to obtain new Solicitor so long as such transfer of file can be completed without prejudice to the Client.

9. Contingency Applies to Global Structure Settlement Award or Settlement

Both the Client and the Solicitors acknowledge that at the conclusion of this case, be it resolved by settlement or final judgment, the Solicitors' legal fees will be the aforementioned percent (30% or 35% as the case may be) of the amount in present value terms that the Client recovers.

10. Privacy Act

The federal *Personal Information Protection and Electronic Documents Act* (PIPEDA) applies to law firms and lawyers that collect, use and disclose personal information in the course of commercial activities. With regard to the personal information provided by the Client to the Solicitors, under certain circumstances the Solicitors will disclose the Client's personal information:



- 5 -

- (a) when required or authorized by law to do so, for example if a court issues a subpoena;
- (b) when the legal services the Solicitors are providing to the Client require the Solicitors to give the Client's information to third parties or class members, the Client's consent will be implied unless the Client advises the Solicitor otherwise;
- (c) where it is necessary to establish or collect fees;
- (d) if the Solicitors engage a third party to provide administrative services (such as computer back-up services or archival file storage) and the third party is bound by the Solicitor's privacy policy;
- (e) if the Solicitors engage expert witnesses on behalf of the client;
- (f) if the Solicitors retain other law firms in other jurisdictions on behalf of the Client;
- (g) if the information is already publicly known.

11. Client Must Pay Harmonized Sales Tax on Fees

The Client hereby acknowledges and agrees that any liability for the Harmonized Sales Tax, caused by the implementation of tax legislation of the Federal Government will be the sole responsibility of the Client and not the Solicitors such that the applicable tax will be deducted from the overall recovery received for the Client and will be paid by the Solicitors to the Federal Government. Further, Harmonized Sales Tax on disbursements will be dealt with in the manner set out in paragraph 4 herein.

12. Solicitors will be Diligent

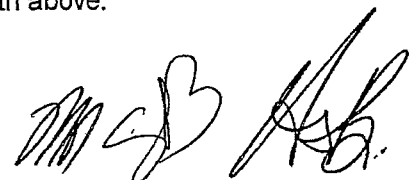
The Solicitors agree to use all due diligence in the application of their professional knowledge to the benefit of the Client's claim.

13. Only Applies to One Claim

The parties hereto agree that this agreement is solely for a claim arising out of the unlawful deductions from long term disability benefits payable to the Plaintiff and the Class under S.I.S.I.P. Policy 901102 and any general, punitive, exemplary or aggravated damages arising therefrom.

14. General

- (a) The Client acknowledges that the fees to be paid to the Solicitors pursuant to this Agreement are fair, just, and reasonable. The Client further acknowledges fully understanding the conditions and implications of this Agreement before first entering into and signing the Agreement, and without being put under any pressure or undue influence by the Solicitor and they have had the opportunity to seek independent legal advice in relation thereto.
- (b) The Client and the Solicitors acknowledge that the consideration for this Agreement is set forth in the mutual covenants set forth above.



- 6 -

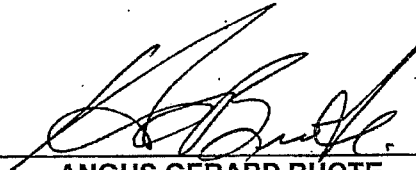
- (c) The Client and the Solicitors acknowledge that payment of the fees, taxes and disbursements under this Agreement require approval of the Court.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and affixed their seals the day and year first written above.

SIGNED, SEALED and DELIVERED
in the presence of:




Witness



ANGUS GERARD BUOTE



Witness



PETER DRISCOLL
1300-1969 Upper Water Street
Purdy's Wharf Tower II
PO Box 730
Halifax, NS B3J 2V1

[1154454]





MEMORANDUM

TO: Peter J. Driscoll

FROM: Buote, Angus Gerard

DATE: February 28, 2008 File No.: PF-113

RE: Angus Gerard Buote v. Her Majesty the Queen

 RETAINER AGREEMENT – CLASS ACTION

I, Angus Gerard Buote, hereby retain and employ the law firm of McInnes Cooper as my solicitors and hereby authorize them to institute, certify and pursue a Class Action pursuant to the Federal Courts Rules under the authority of the *Federal Courts Act*, naming myself as representative Plaintiff on behalf of a class of persons who were in receipt of long term disability benefits sponsored by the Royal Canadian Mounted Police under plan number 24892 as administered by the Great West Life Assurance Company and had benefits payable under the *Pension Act* unlawfully deducted from their long term disability benefits payable and to take such actions and conduct such proceedings as they may consider necessary or proper for the conduct of the proceedings.

I understand that this litigation is to be pursued on a contingency basis such that fees and disbursements with respect to the common issues will be payable only in the event of success in the class proceedings.

I understand that "success in a class proceeding" includes:

- (a) judgment on the common issues in favour of some or all class members; and
- (b) a settlement that benefits one or more class members.

I understand that McInnes Cooper shall be entitled to a legal fee, which is a percentage of the total value of any settlement or judgment to the class inclusive of any award of costs. I understand that the above percentage will be calculated based the following:

- (a) 30% fee if the litigation is settled or goes to trial. The 30% fee is also payable if the litigation is settled pre or post certification as a Class Action or if other counsel is appointed by a court or the client forms a class in a separate action;
- (b) 35% fee if the matter is appealed.

I understand that in addition to any legal fee, Harmonized Sales Tax will be payable in addition to the legal fee. McInnes Cooper will also be entitled to recover from any settlement or judgment all disbursements incurred.

- 2 -

I understand that the total legal fee will vary according to the total value of any settlement or judgment which may result from this litigation. I understand that any such settlement or judgment could vary greatly depending on several factors, including the total number of persons whose long-term disability benefits were reduced by the amount of their aforementioned pension benefits, the nature of the litigation and the nature of the settlement or judgment. By way of illustration only, I understand that in the event that a judgment of \$15 million was awarded and upheld following any and all appeals, I understand that the total legal fee payable to McInnes Cooper would be \$5 million. I understand that the legal fee could be significantly lower than this amount, or significantly higher than this amount, depending upon the size of the damages to the Class. I understand that in the event that no judgment or settlement results, no legal fee will be payable.

I understand that this Retainer Agreement, and any fees awarded pursuant to the Retainer Agreement, shall be subject to approval of the Federal Court.

This Retainer Agreement replaces any previous Retainer Agreement, which I may have executed. In addition to this Retainer Agreement I acknowledge that I will be required to execute a formal Contingency Fee Agreement the terms of which will also govern my retention of the law firm of McInnes Cooper.

Dated at Halifax, in the Province of Nova Scotia this 28 day of February, 2008.



Witness



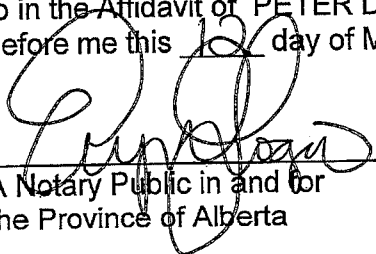
ANGUS GERARD BUOTE

[1154464]

TAB D

Court File No. T-889-08

The following is Exhibit "D" referred
to in the Affidavit of PETER DRISCOLL sworn
before me this 12 day of May, A.D. 2014



A Notary Public in and for
the Province of Alberta

Eryn B. Logie
Barrister and Solicitor

THIS AGREEMENT made in duplicate this 9th day of May, 2012.

BETWEEN:

MR. DAVID WHITE, of Bridgewater, in the Province of Nova Scotia

(hereinafter called the Client)

OF THE FIRST PART

- and -

McINNES COOPER of Halifax, in the County of Halifax, Province of Nova Scotia, Barristers and Solicitors

(hereinafter called the Solicitors)

OF THE SECOND PART

WHEREAS the Client has retained the Solicitors herein to assist him as the representative plaintiff in connection with a Class Action claim for the recovery of unlawful deductions from long term disability benefits payable to him under plan number 24892 as sponsored by the Royal Canadian Mounted Police and administered by the Great West Life Assurance Company (the "RCMP Ltd. Offset") and any general, punitive, exemplary and aggravated damages arising therefrom.

NOW THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein;

1. Authorization to Act

The Client does hereby authorize the Solicitors to act for him in his capacity as a representative plaintiff in connection generally with any claim, claims or Class Action claim he may have arising out of the RCMP Offset and any general, punitive, exemplary and aggravated damages arising therefrom, and without limiting the generality of the Solicitors' instructions, more particularly to commence and conduct an Action or Class Action in whatever Court the Solicitors in their sole discretion deem appropriate or advisable against any person or persons against whom it is their opinion that the Client has a reasonable cause of action for the purpose of recovering damages on the Client's behalf, and to retain additional Solicitors, if the Solicitors deem it necessary or advisable.

2. Other Personnel May be Engaged

The Client acknowledges and agrees that the Solicitors may employ the services of solicitors, articling clerks and paralegals who are engaged with McInnes Cooper to assist in the conduct of the file as the Solicitors see fit, which services shall be charged to the Client's file at each service provider's hourly rate. The client understands that McInnes Cooper may associate with other law firms in Canada.

- 2 -

3. Authority to Negotiate and Settle Subject to Approval

The Client hereby authorizes the Solicitors to do anything else necessary for the protection of the Client's interest and to act as the Client's Solicitors therein in any such matter as the Solicitors deem expedient and proper and to negotiate and/or settle the said action for such sum or sums as the Solicitors may deem proper subject to the Client's approval of the quantum, and for so doing, let this be the Solicitors' good and sufficient authority.

4. Fees

For professional services rendered the Client will pay to the Solicitors legal fees on a contingency basis as follows:

(a) 30% Fee If Settled or If Goes to Trial

Should the suit for damages arising out of the aforementioned claim be settled pre or post certification of the matter as a Class Action in a manner and amount satisfactory to the Client, or proceed to trial, a sum equivalent to Thirty (30%) percent of the gross amount received by the Client, and to be received by the Client in increased future payments, from the opposing party or awarded by the Court to the Client, those costs allowed in the settlement or upon taxation, and in addition, all recovered disbursements and any recovered Harmonized Sales Tax, after deduction of such disbursements and Harmonized Sales Tax already paid for by the Client. Should the Court appoint other counsel to act as class counsel in this action, or if this action is stayed and the client forms a class represented in separate proceeding, the Thirty (30%) percent is still payable to the Solicitors and the Solicitors will represent the Client in the collection of the proportionate share from any class settlement amount. The counsel fee collected by the class counsel will be deducted from the aggregate claim before the Client's entitlement and the Thirty (30%) percent fee is determined.

(b) 35% Fee if the Matter is Appealed

Should the matter go to trial and be appealed, the Client will pay to the Solicitors Thirty-Five (35%) percent of the total recovery after appeal, and those costs allowed by the court and all recovered disbursements and any recovered Harmonized Sales Tax after deduction of such disbursements and Harmonized Sales Tax already paid for by the Client.

(c) Fee to Recover On Order

In the event there is any monetary recovery authorized by a decision of the Court, and the Order is not satisfied within thirty (30) days, the Client appoints the Solicitors as counsel and instructs them to pursue all normal and reasonable means to satisfy the Order. The Client agrees to pay the Solicitors an additional fee for their services in attempts to satisfy the Order, which fee will be calculated on the basis of the usual hourly rates charged by the lawyer assigned by the Solicitors to collect upon the Order.

- 3 -

5. Disbursements

- (a) Any disbursements made by the Solicitors in connection with the matter shall be reimbursed by the Client only in the event of success, with success being defined as:
- i) A judgment in favour of the Client or some or all class members; and
 - ii) A settlement that benefits the Client or one or more class members.

The Solicitors undertake to make no disbursement other than those necessarily and reasonably required in connection with the claim.

- (b) The Client and the Solicitors acknowledge that all disbursements shall be separate from the amount payable to the Solicitors in the calculation of legal fees for services under other paragraphs in this Agreement.

6. Termination of Agreement

- (a) Should the Solicitors wish to terminate this Agreement at any time before they have effected a settlement in accordance with the Client's instructions, or alternately at any time before a decision by the Court, they shall not be entitled to recover from the Client such amounts as they have paid out in disbursements inclusive of interest thereon as calculated pursuant to paragraph 5(i).
- (b) Notwithstanding paragraph 6(a), should the Solicitors wish to terminate this Agreement at any time before they have effected settlement in accordance with the Client's instructions, or alternately at any time before a decision by the Court, they shall be entitled to withdraw, upon reasonable notice to the Client, without compensation;
- (c) If the Solicitors negotiate a settlement of the claim which they recommend that the Client accept, and the Client is unwilling to instruct them to accept it, then they shall be entitled to withdraw from further representation of the Client in the matter; AND the Solicitors are to be paid an amount equivalent to that which they would have been entitled to receive in fees in accordance with the calculations set forth in paragraph 4 above, with the amount of the settlement offer negotiated by the Solicitors being taken as the amount recovered, in addition to its full disbursement account with interest thereon;
- (d) Should the Client wish to terminate this arrangement at any time before the negotiation of a settlement (or alternately, a decision of the Court), whether to retain a new firm of solicitors or to abandon the claim, then the Solicitors are to be paid on a *pro rata* basis with respect to the time spent by the Solicitors as valued in accordance with their usual hourly rates which range from \$80.00 per hour for paralegals, to \$300.00 per hour for partners and senior solicitors. For example, should the value of time spent by the Solicitors represent 1/3 of the total contingent fee award, the Solicitors shall be entitled to 1/3 of that award. Further, should the fee award be granted on a multiplier basis, the Solicitors shall be entitled to the value of their time on that same multiplier approved by the

- 4 -

Court. Any amount which may be due in respect of expenses, disbursements and interest thereon, as provided in paragraph 5, shall also be paid.

- (e) The Client agrees to assist the Solicitors in their conduct of the matter. A refusal to comply with any reasonable request made by them may, at the sole discretion of the Solicitors, result in the termination of this Agreement, and the Client shall be obligated to pay a fee calculated in accordance with paragraph 8.

7. When the Solicitors Can Withdraw

It is hereby agreed and consented to by the Client that the Solicitors may withdraw and refuse to carry forward the case on a contingency fee basis if any one of the following situations occurs in the opinion of the Solicitors:

- (a) If new facts become known to the Solicitors, which at the time of entering into the contingency agreement the Client did not bring to the attention of the Solicitors or if the Solicitors discovered these facts during investigation, discovery or in some other fashion and because of the finding of these new facts, the Solicitors believe the case is in serious jeopardy of being lost;
- (b) If the legal research completed after entering into the contingency agreement combined with the facts that evolve should indicate in the opinion of the Solicitors that the likelihood for recovery at trial is unlikely;
- (c) If an offer is made to the Client and it was rejected by the Client against the advice of the Solicitors, then the Solicitors may withdraw and allow the Client to obtain new Solicitor so long as such transfer of file can be completed without prejudice to the Client.

8. Contingency Applies to Global Structure Settlement Award or Settlement

Both the Client and the Solicitors acknowledge that at the conclusion of this case, be it resolved by settlement or final judgment, the Solicitors' legal fees will be the aforementioned percent (30% or 35% as the case may be) of the amount in present value terms that the Client recovers.

9. Privacy Act

The federal *Personal Information Protection and Electronic Documents Act* (PIPEDA) applies to law firms and lawyers that collect, use and disclose personal information in the course of commercial activities. With regard to the personal information provided by the Client to the Solicitors, under certain circumstances the Solicitors will disclose the Client's personal information:

- (a) when required or authorized by law to do so, for example if a court issues a subpoena;
- (b) when the legal services the Solicitors are providing to the Client require the Solicitors to give the Client's information to third parties or class members, the Client's consent will be implied unless the Client advises the Solicitor otherwise;

- 5 -

- (c) where it is necessary to establish or collect fees;
- (d) if the Solicitors engage a third party to provide administrative services (such as computer back-up services or archival file storage) and the third party is bound by the Solicitor's privacy policy;
- (e) if the Solicitors engage expert witnesses on behalf of the client;
- (f) if the Solicitors retain other law firms in other jurisdictions on behalf of the Client;
- (g) if the information is already publicly known.

10. Client Must Pay Harmonized Sales Tax on Fees

The Client hereby acknowledges and agrees that any liability for the Harmonized Sales Tax, caused by the implementation of tax legislation of the Federal Government will be the sole responsibility of the Client and not the Solicitors such that the applicable tax will be deducted from the overall recovery received for the Client and will be paid by the Solicitors to the Federal Government. Further, Harmonized Sales Tax on disbursements will be dealt with in the manner set out in paragraph 4 herein.

11. Solicitors will be Diligent

The Solicitors agree to use all due diligence in the application of their professional knowledge to the benefit of the Client's claim.

12. Only Applies to One Claim

The parties hereto agree that this agreement is solely for a claim arising out of the unlawful deductions under plan number 24892 as sponsored by the Royal Canadian Mounted Police and administered by the Great West Life Assurance Company and any general, punitive, exemplary or aggravated damages arising therefrom.

13. General

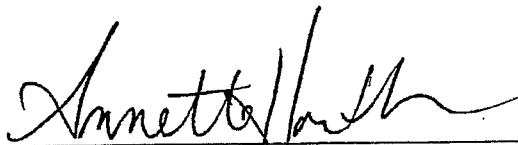
- (a) The Client acknowledges that the fees to be paid to the Solicitors pursuant to this Agreement are fair, just, and reasonable. The Client further acknowledges fully understanding the conditions and implications of this Agreement before first entering into and signing the Agreement, and without being put under any pressure or undue influence by the Solicitor and they have had the opportunity to seek independent legal advice in relation thereto.
- (b) The Client and the Solicitors acknowledge that the consideration for this Agreement is set forth in the mutual covenants set forth above.
- (c) The Client and the Solicitors acknowledge that payment of the fees, taxes and disbursements under this Agreement require approval of the Court.

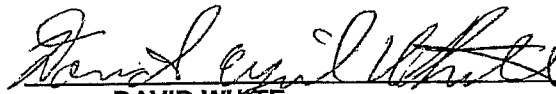
IN WITNESS WHEREOF the parties hereto have hereunto set their hands and affixed their seals the day and year first written above.

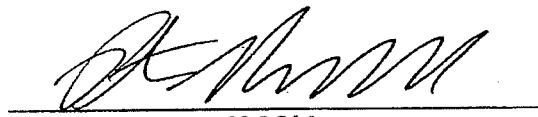
- 6 -

SIGNED, SEALED and DELIVERED
in the presence of:


Witness


Witness


DAVID WHITE


PETER DRISCOLL
1300-1969 Upper Water Street
Purdy's Wharf Tower II
PO Box 730
Halifax, NS B3J 2V1

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I understand that the total legal fee will vary according to the total value of any settlement or judgment which may result from this litigation. I understand that the value of the settlement or judgment shall include the amount of future payments increased as a result of the settlement or judgment. I understand that any such settlement or judgment could vary greatly depending on several factors, including the total number of persons whose long-term disability benefits were reduced by the amount of their aforementioned pension benefits, the nature of the litigation and the nature of the settlement or judgment. By way of illustration only, I understand that in the event that a judgment of \$15 million was awarded and upheld following any and all appeals, I understand that the total legal fee payable to McInnes Cooper would be \$4.5 million (if no appeal) or \$5.25 million (if an appeal). I understand that the legal fee could be significantly lower than this amount, or significantly higher than this amount, depending upon the size of the damages to the Class. I understand that in the event that no judgment or settlement results, no legal fee will be payable.

I understand that this Retainer Agreement, and any fees awarded pursuant to the Retainer Agreement, shall be subject to approval of the Federal Court.

This Retainer Agreement replaces any previous Retainer Agreement, which I may have executed. In addition to this Retainer Agreement I acknowledge that I will be required to execute a formal Contingency Fee Agreement the terms of which will also govern my retention of the law firm of McInnes Cooper.

Dated at Halifax, in the Province of Nova Scotia this 9th day of May, 2012.


Witness


DAVID WHITE