

SETTLEMENT AGREEMENT AND RELEASE

This settlement agreement dated August 22, 2013 is

BETWEEN:

Paul Freeman
Hereinafter “the Complainant”

- and -

Paladin Security Group Limited
Hereinafter “the Respondent”

-and-

THE NOVA SCOTIA HUMAN RIGHTS COMMISSION
Hereinafter “NSHRC”

File # H12-0339

Background Information

1. The Complainant made a complaint under the *Human Rights Act* on March 8, 2012 against the Respondent alleging discrimination. The Complainant commenced

employment as a security officer with the Respondent in August 2011. He alleged the Respondent did not accommodate his physical disability by terminating his employment.

2. The Respondent has denied that the Complainant was terminated in order to avoid an accommodation and rather alleged that the Complainant was terminated after his failure to obey the Respondent's order to remain at his assigned post until such time as a replacement could relieve him.
3. The Respondent acquires contracts to provide security services for various agencies or organizations. The Respondent assigns security officers to various locations and the officers report directly to the Respondent.
4. The Complainant and the Respondent participated in a resolution conference to tell their story and attempted to formulate a forward looking plan. At this resolution conference they were unsuccessful in finding a common solution and an investigation report was formulated.
5. A board of Inquiry has been appointed to hear this matter however prior to the commencement of the inquiry the Complainant and the Respondent had an opportunity to consider each other's proposal for a solution and they have settled the complaint by this Settlement Agreement and agree to the terms below.

Terms of the Agreement

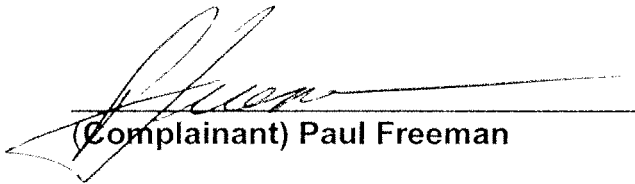
6. The Complainant and the NSHRC understand and accept that the Respondent does not, by this Settlement Agreement, admit any liability to the Complainant or that it breached any provision of the Act.
7. The Respondent understands and accepts that this release of liability does not take away from the significance of the complaint for the Complainant.

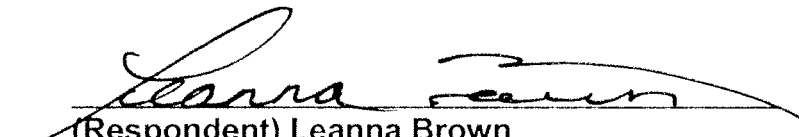
8. The Complainant will receive from the Respondent, on a without prejudice basis, the sum of \$ 1 500.00 as general damages. The certified cheque shall be made out to the Complainant and sent to the Commission within 7 days of signing this Agreement. The settlement funds will be released to the Complainant within 14 days of receipt of written notification of the Board Chair's approval of this Settlement Agreement.
9. Failure to comply with the terms of this Settlement Agreement will result in the case being forwarded to the NSHRC for further action.
10. The Complainant further releases the parties as follows:
 - a. The Complainant, or anyone representing the Complainant or their estate, will not make any further claims or legal actions against the Respondent, or anyone associated with them, on the facts arising from this complaint.
 - b. The Complainant further agrees there are no other side agreements and that the settlement terms in this Settlement Agreement are the only terms.
- ~~11. The Complainant, Respondent and NSHRC agree and undertake that the terms of the Settlement Agreement are strictly private and confidential matters between the Respondent and the Complainant and it is agreed and undertaken by them that neither the Complainant, Respondent, nor the NSHRC, shall in any way publish or communicate, directly or indirectly, personally, or through any agent, the terms of the Settlement Agreement, except that NSHRC may report, other than via media publicly, the fact of the settlement, but not its terms, in its annual report, in its internal publications, and in its communications with other Human Rights agencies.~~
12. Notwithstanding paragraph 11 above, all parties understand and agree that the terms of this Settlement Agreement may be subject to disclosure under the *Freedom of Information and Protection of Privacy Act*, and as otherwise required by law.
13. The Complainant and Respondent understand and agree that neither of them has received advice from staff, officers, mediators or the lawyer of the NSHRC, with respect to the terms of this settlement agreement; including but not limited to implications

regarding taxation liability under the *Income Tax Act*, employment insurance benefit repayment, or insurance policy repayments.

- 14. If within one week of signing this Settlement Agreement an unrepresented party has not provided written notice to the NSHRC that this agreement is unsatisfactory, then it is binding on them.

Signed by:


(Complainant) Paul Freeman


(Respondent) Leanna Brown
Client Service Manager
Paladin Security Group Limited

By the signature of its authorized agent under Section 32(1) of the *Act*, the NSHRC gives its approval to the terms of this Settlement Agreement.

DATED at Halifax, Nova Scotia this
2013.

20th day of September


**THE NOVA SCOTIA HUMAN
RIGHTS COMMISSION**

In the Matter of Paul Freeman v Paladin Security Limited

Motion

To approve this Settlement Agreement condition upon removal of the confidentiality clause. If the Parties agree to this removal of confidentiality, the agreement shall come into effect without further Commission consideration required.