

SETTLEMENT AGREEMENT

This settlement agreement ("Settlement Agreement") dated the 30th day of August, 2013 is

BETWEEN:

Joanne MacDonald
("Complainant")

- and -

Cambria Food Services Limited
("Respondent")

- and -

THE NOVA SCOTIA HUMAN RIGHTS COMMISSION
("NSHRC")

Background Information

1. The Complainant made a complaint under the *Human Rights Act* on the 6th August 2012 against the Respondent alleging discrimination.
2. At its meeting on the 18th April 2013, the Commissioners of the Nova Scotia Human Rights Commission, adopted a motion that the complaint be referred to a Board of Inquiry pursuant to Section 32A(1) of the Human Rights Act to determine whether discrimination had occurred.
3. The Complainant and the Respondent have now settled the complaint by this Settlement Agreement. For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree to the terms as set out below.

Terms of the Agreement

4. The Complainant and the NSHRC understand and accept that the Respondent does not, by this Settlement Agreement, admit any liability.

5. The Respondent understands and accepts that this release of liability does not take away from the significance of the complaint for the Complainant and acknowledges the hurt feelings of the Complainant.

6. The Respondent agrees to pay the Complainant the sum of \$3,500.00, to be calculated in the following manner:

- a. Damages for Lost wages \$1,500.00 (less relevant deductions)
- b. General Damages \$2,000.00

the full amount held in trust by the Respondent's lawyers upon the Respondent's signing of this Settlement Agreement. These funds shall be made payable to the complainant and forwarded to the Complainant (in care of the Commission) within 10 days of the receipt of written notification of the Commissioners' approval of this Settlement Agreement. In order to facilitate settlement, an electronic copy of the approved Settlement Agreement will be sent to the Respondent's lawyer.

7. Failure to comply with the terms of this Settlement Agreement will result in the case being forwarded to the NSHRC for further action.

8. The Complainant, on behalf of herself, her heirs, executors, administrators and assigns forever releases, and discharges the Respondent, and any associated or affiliated companies, and their respective officers, directors and employees from:

- a. any further claims or legal actions against the Respondent, or anyone associated with them, on the facts arising from this complaint; and

- b. any further claims or demands of any and every kind and nature whatsoever, whether arising from statute or common law, pertaining in any way to her employment and the termination thereof by the Respondent.

9. The Complainant further agrees there are no other side agreements and that the settlement terms in this Settlement Agreement are the only terms.

10. The NSHRC may report, other than by media publicly, the fact of settlement in its annual report, internal publications and in its communications with other human rights agencies.

11. The Complainant and the Respondent understand and agree that the fact of the settlement and the terms of it are private matters and the parties will not communicate, directly or indirectly, personally or through any agent, the terms of this settlement except to receive legal, financial or taxation advice from a qualified professional.

12. 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 7 days 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.

15. This Settlement Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when

taken together shall constitute one and the same agreement, and fax copies of this Agreement have the same force and effect as original documents.

Signed by:


Joanne MacDonald

Per: Karl Ruelokke
Cambria Food Services Limited

DATED at Halifax, Nova Scotia this 28th day of August, 2013.



THE NOVA SCOTIA HUMAN
RIGHTS COMMISSION

20th September 2013

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Signed by:

Joanne MacDonald



Per: Karl Ruelokke
Cambria Food Services Limited

DATED at Halifax, Nova Scotia this 30th day of August , 2013.



**THE NOVA SCOTIA HUMAN
RIGHTS COMMISSION**

20th September 2013