

Schedule A

To Form 11
2018-33237-S

Filed by:
Kelly Donovan
Respondent

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OVERVIEW

1. Ms. Donovan objects to the applicant Board amending their claim.
2. Ms. Donovan's preliminary objections to the application were never heard, and the application on its own, prior to any amendments, fails to allege a breach of the *Code*.
3. It remains Ms. Donovan's position that the resignation agreement does not prevent her from speaking about her experiences, and that the application was filed out of retaliation for having filed her civil claim against the applicant Board for breach of contract.
4. Ms. Donovan is supplying ample evidence in this submission to prove that all parties knew very well that it was never the intention of the resignation agreement to prevent Ms. Donovan from speaking about her experiences. The applicant Board has known that there were no grounds to their 2018 application, yet they have persisted.
5. Ms. Donovan first requested the application be dismissed on July 10, 2018, and again on April 15, 2020. As far back as July 4, 2019, Ms. Donovan supplied the Tribunal with evidence that the application was filed in bad faith out of retaliation. Ms. Donovan's preliminary objections to the application have not been heard.
6. This request to amend comes after four and a half years of continued oppression and surveillance of Ms. Donovan by the applicant Board which has contributed to the significant overall decline of Ms. Donovan's mental and physical health. Considering she had already been diagnosed with post-traumatic stress disorder ("PTSD") prior to her resignation, of which the applicant Board is well aware, their behaviour has been deliberately injurious.
7. There are now eight published legal decisions in matters involving the resignation agreement, making several confidential details of the resignation agreement public.
8. Ms. Donovan has compiled evidence throughout this submission to show the following:
 - a. The intent of the resignation was never to limit Ms. Donovan's freedom of expression relating to her experiences;
 - b. The term "complaints" is not verbal statements made publicly by Ms. Donovan, but rather a formal complaint filed with an adjudicative, investigative or oversight body;

- c. The applicant Board has acted in bad faith as a means of retaliating against Ms. Donovan for her advocacy in favour of more accountability and transparency in policing in Canada.
9. Just like they did in 2016 when Ms. Donovan was placed under investigation for misconduct, the applicant Board is using legitimate enforcement processes (now the Tribunal) to mask what Ms. Donovan knows to be “whistleblower retaliation.” Ms. Donovan has known all along that she was not prohibited from speaking about her experiences, yet the applicant Board still brought an application for contravention of settlement merely to aggravate her and cause her additional harm; further retaliation.
10. The amount of time, effort and public funds that have gone into the following, recording, and surveillance of Ms. Donovan by the applicant Board over the past 5 and a half years is unconscionable. From the time Ms. Donovan resigned, until September, 2022, the applicant Board has paid \$561,080.70 in legal fees for matters involving Ms. Donovan; this may or may not include their surveillance efforts.
11. The applicant Board has known all along that by making expressions about her experiences and advocating for better whistleblower protections Ms. Donovan has not violated the resignation agreement. The applicant Board’s dishonest conduct must be recognized and addressed by the Tribunal.

REASONS FOR DISMISSAL

Intent Of Resignation Agreement

12. In order to have a binding settlement, the essential provisions must have been agreed upon and there must be a mutual intention to create a legally binding relationship.

See *Bawitko Investments Ltd. v. Kernels Popcorn Ltd.* (1991), 79 D.L.R. (4th) 97, [1991 CanLII 2734](#), at pages 103-4; *Cellular Rental Systems Inc. v. Bell Mobility Cellular Inc.*, [1995] O.J. No. 721 (Gen. Div.), affirmed [1995] O.J. No. 3773 (C.A.), as cited in *Ferron v. Avotus Corporation*, [2005 CanLII 29655](#) (ON SC), affirmed [2007 ONCA 73](#); and *Olivieri v. Sherman*, [2007 ONCA 491](#) at para. 41.
13. At paragraph 92 of their amended application, the applicant Board states the primary goal in determining the meaning of the contractual settlement provisions is to give effect to the parties’ intentions.

14. On June 8, 2017, the applicant Board entered into a legal contract with Ms. Donovan which prohibited all parties from disclosing the mere existence of the agreement itself, and included mutual releases.
15. In May, 2017, a \$167,000,000.00 class action lawsuit was filed against the applicant Board for systemic and institutional gender-based discrimination and harassment (CV-17-2346-00). Ms. Donovan had already alleged she faced gender-based discrimination and harassment at the hands of the applicant Board (HRTO application # 2016-24566-I). It is clear that Ms. Donovan was eligible to participate in the class action lawsuit.
16. As far back as July 10, 2018, Ms. Donovan has submitted to the Tribunal that the intent of the resignation agreement was to prevent her from joining the class action lawsuit, or filing any legal action against the applicant Board for what she has described as “whistleblower retaliation,” (the treatment she sustained prior to resigning). *Ms. Donovan’s Schedule A to Form 11, July 10, 2018, para. 11.*
17. Ms. Donovan has been very clear with the applicant Board that she would only sever her employment relationship with the applicant Board if her Constitutional right to freedom of expression would not be infringed, other than the existence and terms of the resignation agreement itself.
18. The following is a complete list of communication that occurred in 2017, when the resignation agreement was negotiated. It is clear from all of the communication that Ms. Donovan’s intentions were crystal clear, and that she had refused to sign an agreement that contained any confidentiality clause limiting her ability to speak about her experiences, and this is acknowledged and accepted by the applicant Board.
19. Beginning on May 1, 2017, at 3:45 p.m., Ms. Donovan received the “first offer” from the applicant Board through her then counsel Pamela Machado (“Machado”). The “first offer” contained the following clause; “Confidentiality clauses would apply to this settlement as well as to your overall ordeal (meaning no tell all books), and you would be required to withdraw your HRTO application.” Attached hereto and marked as **Exhibit 1** is the May 1, 2017, email from Machado to Ms. Donovan.
20. On May 1, 2017, at 4:06 p.m., Ms. Donovan replied to Machado’s email stating; “I would withdraw my HRTO complaint. However, I would not agree to a confidentiality clause.

So, maybe this is a moot point and I will just let this play out.” Attached hereto and marked as **Exhibit 2** is the May 1, 2017, email from Ms. Donovan to Machado.

21. On May 5, 2017, at 1:07 p.m., Ms. Donovan sent an email to Machado containing the terms of her counter-offer. The email stated; “I would counter-offer the following... Confidentiality on the amount of the settlement only, not a general confidentiality clause.” Attached hereto and marked as **Exhibit 3** is the May 5, 2017, email from Ms. Donovan to Machado.
22. On May 5, 2017, at 1:16 p.m., Machado responded to Ms. Donovan’s counter-offer and asked; “Also, what is your idea in terms of the willingness to sign a confidentiality agreement in relation to these terms but not an overall confidentiality clause?” Attached hereto and marked as **Exhibit 4** is the May 5, 2017, email from Machado to Ms. Donovan.
23. On May 5, 2017, at 1:20 p.m., Ms. Donovan responded to Machado’s email and stated; “I do not want to have any connection to the WRPS whatsoever beyond my resignation. I don’t want to know that I would have to submit receipts to them, or answer to them in any way. I have done some research and I understand why the amount of the settlement is beneficial to be kept secret, but I do not feel that anything else should be hidden. Should I choose to disclose to my next employer what happened with the WRPS, I do not want to live in fear that the WRPS will press civil action. I know they did that with David Flynn, and I want nothing to do with that. Otherwise, I will simply stay employed by them, and wait all of this out. Let it play its course, and certain things will become public whether they want them to or not.” Attached hereto and marked as **Exhibit 5** is the May 5, 2017, email from Ms. Donovan to Machado.
24. On May 5, 2017, at 1:22 p.m., Machado responded to Ms. Donovan’s email and stated; “I will submit your counter offer and advise as soon as I hear.” Attached hereto and marked as **Exhibit 6** is the May 5, 2017, email from Machado to Ms. Donovan.
25. On May 8, 2017, at 7:17 p.m., Machado sent an email to Ms. Donovan and stated; “Their counsel has advised that he has instructions to accept our counterproposal as set out below. It will obviously have to be put into writing into a settlement agreement that has a release and confirms the withdrawal of the Ontario Human Rights Tribunal matter, etc. The only clarifications that we discussed were: (1) that the confidentiality clause should have the usual exception so that Kelly can consult legal counsel and/or financial advisors regarding

the settlement terms, and (2) that it contains the standard term that should either party be asked about the terms of the settlement, it is agreed that both parties will respond with words to the effect of “all matters between the parties were settled to their mutual satisfaction – the terms of which are confidential. Can you confirm that the above is acceptable? Once we have that information, he will ask Don Jarvis to do up the usual paper work required to paper the agreed upon settlement and the withdrawal of the Human Rights complaint.” Attached hereto and marked as **Exhibit 7** is the May 8, 2017, email from Machado to Ms. Donovan.

26. On May 8, 2017, at 7:29 p.m., Ms. Donovan replied to Machado’s email and stated; “What exactly does that mean about the confidentiality clause? Does that mean I’m not able to discuss what happened to my career in policing? Are you able to spell it out to me in laymen’s terms? As I said, I won’t agree to never discuss details of my delegation, etc.” Attached hereto and marked as **Exhibit 8** is the May 8, 2017, email from Ms. Donovan to Machado.
27. On May 8, 2017, at 7:34 p.m., Machado replied to Ms. Donovan and stated; “It means that as it relates to the settlement only that is what you would be required to say. This does not prevent you from speaking of your experience in policing at all. It only means that when people ask what happened to the HRT0 matter or the PSA matter that is what you would say. Make sense?” Attached hereto and marked as **Exhibit 9** is the May 8, 2017, email from Machado to Ms. Donovan.
28. On May 9, 2017, at 5:40 p.m., Machado emailed Ms. Donovan and stated; “Gary has confirmed instructions to agree to your request to have your resignation fall at the end of June... He has instructed Don Jarvis to prepare the final documents re: settlement, which will be subject to the mutual agreement on those documents. Don will reach out to me directly so that this can be discussed and finalized but if you need anything, let me know.” Attached hereto and marked as **Exhibit 10** is the May 9, 2017, email from Machado to Ms. Donovan.
29. On May 12, 2017, at 6:13 p.m., Machado emailed Ms. Donovan with the written offer as an attachment and stated; “Please review. I have highlighted and made comment in two areas. I want your feedback. It’s airtight in terms of the Release, which may impact any

class action. It is important you know this.” Attached hereto and marked as **Exhibit 11** is the May 12, 2017, email along with the first written resignation agreement.

30. On May 15, 2017, at 5:28 p.m., Ms. Donovan emailed Machado and stated; “I’ve been dissecting it more now... When we communicated about the agreement by email you had said that the agreement ‘does not prevent you from speaking of your experience in policing at all.’ But, I’m confused about paragraph 11 (which seems like I’m agreeing to not discuss anything) and on page 8 (which is page 2 of Appendix A), it states that I agree to keep confidential any information I obtained during my employment with the Regional Municipality of Waterloo (that’s pretty broad... Any information I obtained from 2010 to 2017?) Can you please clarify?”
31. On May 15, 2017, at 5:44 p.m., Machado responded to Ms. Donovan’s email and stated; “Yes I agree it seems to hence we need to go over it in person. This is their offer. You’ll see my comments including amending that paragraph. We can discuss all of the angles Thursday.” Attached hereto and marked as **Exhibit 12** is the May 15, 2017, email exchange between Machado and Ms. Donovan.
32. On May 18, 2017, following a meeting between Machado and Ms. Donovan, Machado sent an email to Melanson and Jarvis containing Ms. Donovan’s “final proposal.” In the email, Machado stated; “The changes to the confidentiality clause do not relate to any intention on her part to launch any type of proceeding.” Attached hereto and marked as **Exhibit 13** is the May 18, 2017, email from Machado.
33. After the May 18, 2017, version of the resignation agreement was sent by Machado, there was back and forth discussion between Machado and Ms. Donovan about the amount of money.
34. On June 2, 2017, at 4:27 p.m., after Machado had discussions with Melanson, Machado sent Ms. Donovan an email which stated; “From Gary: In the end, I believe I have a simple solution. I have been instructed to ask Don to remove the WSIB clause and our offer (with that change and your suggested revisions on the wording of the settlement documentation, subject to Don’s input and sign off) will otherwise remain the same. That would seem to address the rationale for the change in the settlement amount.”
35. On June 2, 2017, at 4:45 p.m., Ms. Donovan responded to Machado and stated; “Ok, if everything else we proposed stayed the same I would agree to the one year plus \$10k in

legal fees, same date of June 24.” Attached hereto and marked as **Exhibit 14** is a copy of the June 2, 2017, email exchange between Machado and Ms. Donovan.

36. On June 2, 2017, at 10:54 p.m., Ms. Donovan emailed Machado and stated; “I’m really stressing over this. I don’t know what’s best. I can’t say for sure until I spend more time thinking about this what I want. It’s hard for me to fathom giving up 24 years of a career as a police officer for \$96,000. Sorry Pam.”
37. On June 2, 2017, at 10:58 p.m., Machado responded and stated; “Don’t be sorry. Take the weekend and think it over. We can chat Monday on the phone at your convenience. It’s your choice. I support you either way.” Attached hereto and marked as **Exhibit 15** is this late evening June 2, 2017, correspondence between Machado and Ms. Donovan.
38. On June 3, 2017, at 10:35 a.m., Ms. Donovan sent an email to Machado and stated; “I’m glad I slept on it. I’d like to take their offer, as long as what they present is what they say it is. I think that’s what’s best for the kids.”
39. On June 3, 2017, at 9:52 p.m., Machado responded and stated; “Ok great. Let me know if anything changes. I will reach out to Gary tomorrow.” Attached hereto and marked as **Exhibit 16** is the June 3, 2017, email exchange between Machado and Ms. Donovan.
40. On June 5, 2017, at 1:06 p.m., Mr. Donald Jarvis (“Jarvis”) emailed Machado a copy of the “revised proposed Resignation Agreement and accompanying Release.” In the email, Jarvis stated; “Further to your previous email dated May 18, 2017, I have been instructed to confirm that the WRPSB is agreeable to removing the previously proposed Resignation Agreement language relating to any outstanding WSIB claims on the part of Cst. Donovan. The WRPSB is also agreeable to the provision of mutual releases and to Cst. Donovan seeking to obtain employment reference letters from Staff Sgt. J. Davis and Sgt. G. Prine. Ultimately, however, it seems to make sense to clarify that it is really up to them whether they wish to do so; also, this avoids putting the WRPSB in the middle of this process. I have also sought to simplify the release language as you suggested in your previous email/draft.” Attached hereto and marked as **Exhibit 17** is the June 5, 2017, from Jarvis to Machado.
41. On June 5, 2017, at 1:19 p.m., Machado forwarded Jarvis’ email to Ms. Donovan and stated; “I haven’t reviewed yet, and can’t until tonight, but please take a look when you can and let me know.”

42. On June 5, 2017, at 1:38 p.m., Ms. Donovan responded to Machado and stated; “Sorry, correction... Paragraph 12 is also the release for WRPA. I will not commence a proceeding against them, but I will not agree that they fairly represented me.”
43. On June 5, 2017, at 1:48 p.m., Machado responded to Ms. Donovan and stated; “Yes of course I’ll have that removed. I will review tonight when I’m home and then send back to them with you on the email.” Attached hereto and marked as **Exhibit 18** is the June 5, 2017, email exchange between Machado and Ms. Donovan.
44. On June 6, 2017, at 12:56 p.m., Jarvis emailed Machado and stated; “I have now received formal confirmation that the WRPSB is agreeable to the draft Resignation Agreement that I previously forwarded to you. In addition, the Board is agreeable to your proposed change/deletion in para. 12 relating to Association representation. With respect to the para. that you propose deleting on page 7 of the Donovan release, the Board understands the rationale that you and I discussed earlier today. However, they suggest that it should not be entirely wide open insofar there are still some matters that might be subject to the continuing duty of non-disclosure arising from Cst. Donovan’s Oath of Secrecy. They also suggested that this would be well known to both yourself and Cst. Donovan. Accordingly, we suggest that the highlighted para that you propose to delete should be replaced by simply the following: ‘AND IT IS FURTHER AGREED that for the aforesaid consideration, I agree to keep confidential, without time limitation, any information that I obtained during my employment that is subject to the continuing non-disclosure obligations arising from my Oath of Secrecy given to THE REGIONAL MUNICIPALITY OF WATERLOO POLICE SERVICES BOARD, even after the date of my employment resignation.’ I look forward to hearing from you.” Attached hereto and marked as **Exhibit 19** is the June 6, 2017, email from Jarvis to Machado.
45. On June 6, 2017, at 8:02 p.m., Machado emailed Ms. Donovan a recording of a voicemail message left on her phone by Jarvis. In it, Jarvis says; “...I’m hoping you can help me figure out a way to close this out. I mean, here’s my problem. The paragraph in the release, on page 7, is a standard type of clause that we use in all employment agreements in every sector, we’ve used it probably for twenty or thirty years without objection from anyone. And, **the police service is not trying to restrict Constable Donovan from um, speaking out or saying what she wants.** But, as you know, and you know this better than me,

working in the police sector, there are some things she can't disclose, whether under the Criminal Code, Police Services Act, or Youth Criminal Justice, Oath of Secrecy, confidential informants, proprietary information, databases, whatever. There are some things she can't disclose" [**emphasis added**]. Attached hereto and marked as **Exhibit 20** is a transcript of this voicemail message, along with the digital audio file named: "voicemail-32 JARVIS June 6 2017.m4a" Attached hereto and marked as **Exhibit 21** is the June 6, 2017, email from Machado to Ms. Donovan.

46. In reference to paragraph 102 of the amended application, Ms. Donovan disagrees with the applicant Board and asserts that Jarvis' statement, in paragraph 45 above, goes to the "heart" of the settlement, in that, the only reason she agreed to resign was because the police service was not going to "restrict her from speaking out."
47. On June 6, 2017, at 9:19 p.m., Machado responded to Jarvis' email at paragraph 44 and stated; "Cst. Donovan does not approve of the amendment as suggested. Please advise whether the Board will resolve as is adding the following to the end of paragraph 11 "but for any breach relating to information gained in the course of police duties from internal police databases during the course of her employment." Attached hereto and marked as **Exhibit 22** is the June 6, 2017, exchange between Jarvis and Machado.
48. On June 7, 2017, at 9:45 a.m., Jarvis emailed Machado and stated; "Your suggestion and approach in the below emails seem reasonable and should address the concerns that have been raised with me by the WRPS. [...] ...will not commence any future proceeding against Donovan of any kind whatsoever that in any way relates to or arises out of the period prior to June 26, 2017, except where such proceeding relates to the prohibited and/or unlawful disclosure of police information acquired by Donovan in the course of her employment."
49. On June 7, 2017, at 10:01 a.m., Machado replied to Jarvis' email and stated; "thanks Don. The issue with your proposed language is given how broad it is, what is defined as prohibited and/or unlawful police information. Your suggestions are too broad and subjective."
50. On June 7, 2017, at 10:14 a.m., Jarvis emailed Machado and stated; "As I stated in my email, the goal of my proposed language was to avoid having to specifically define what is prohibited disclosure. Indeed, the language was intended to be in the nature of an 'apple

pie' statement insofar as all the parties are saying is that they will comply with the law of the land—whatever that may be—and which they are obligated to do in any event. Having said that, if you feel we still need to make it somewhat narrower in scope, how about the following: "...except where such proceeding relates to the prohibited and/or unlawful disclosure of **operational** police information acquired by Donovan in the course of her employment." Attached hereto and marked as **Exhibit 23** is the June 7, 2017, email exchange between Jarvis and Machado.

51. It is clear that both the applicant Board and Ms. Donovan spent a considerable amount of time and effort to clarify every term of the resignation agreement to ensure that it represented their true intentions. It is unfair and improper to suggest that the intention of the resignation agreement was anything other than what was agreed upon by the parties. Ms. Donovan was given promises that speaking about her experiences would not result in a contravention of the resignation agreement, as long as her expressions did not disclose the existence or terms of the agreement, or related to operational police information acquired by Ms. Donovan in the course of her employment.
52. The email correspondence above was contained in Ms. Donovan's application record (for Superior Court file number CV-18-00605386-0000), which was served upon the applicant Board on November 13, 2018. The applicant Board did not claim privilege over the correspondence in 2018.
53. Ms. Donovan has previously waived solicitor/client privilege regarding communication between her and Machado. If there was privilege attached to any of the evidence contained in paragraphs 19 – 50, Ms. Donovan submits that the applicant Board has waived any such privilege.
54. By bringing its application, which relies on the interpretation of the wording and intent of the resignation agreement, the applicant Board has put the communication leading up to the resignation agreement in issue. The communication referenced constitutes cogent evidence of the intent behind the resignation agreement, the entire basis for the applicant Board's application.
55. In advancing their position that the wording and intent of the resignation agreement prohibited Ms. Donovan from making certain expressions, the applicant Board is relying

upon the privileged communication as part of their substantive position taken in the legal pleadings.

Gupta v. Royal College of Physicians and Surgeons of Canada, [2019 HRTO 469 \(CanLII\)](#), para. 9

56. Ms. Donovan has at all times been acutely aware of her obligations under the resignation agreement. Prior to the filing of legal action against the applicant Board for breach of contract, Ms. Donovan had not disclosed the terms or existence of the resignation agreement. Ms. Donovan has never disclosed protected operational police information or brought any action against the applicant Board for matters arising prior to June 26, 2017.

Complaints

57. In their November, 2019, submission, the applicant Board acknowledged that the resignation agreement does not contain a non-disclosure clause. They have been relying on what they believed to be the “inherent spirit” of the resignation agreement, and that when Ms. Donovan speaks publicly, makes a public post on her social media accounts, or even presents to the Legislature (covered by parliamentary privilege), she is making a “complaint” against the applicant Board.

58. The resignation agreement, written by Jarvis, contains the following wording; “Donovan will execute and return to the Board a Full and Final Release in the form of the attached Appendix “A” to this Resignation Agreement. Without limiting the generality of the foregoing, Donovan also undertakes and confirms, without time limitation, that she will not commence any future proceeding against the Board of any kind whatsoever (whether by way of human rights application, grievance, OCPC or OIPRD complaint under the *Police Services Act*, or otherwise) that in any way relates to or arises out of the period prior to June 26, 2017.” See paragraph 40 above.

59. It is clear that from the very beginning, the term “complaint” referred to a proceeding against the Board, not an expression. Ms. Donovan had previously made complaints to Ontario’s policing oversight bodies such as the OCPC and OIPRD against the applicant Board for the way she was treated prior to her resignation.

60. In “Appendix A” of the resignation agreement, once again the term “complaint” is used contemporaneously with; “action, cause of action, complaints, applications... appeals, requests, covenants, contracts, claims, grievances...” It is absurd to consider a verbal or written expression to have the same meaning as a legal proceeding, action, cause of action, application, appeal, etc.
61. Combined with the fact that Jarvis himself stated; “the police service is not trying to restrict Cst. Donovan from speaking out,” it becomes even more clear that prohibiting “complaints” was never intended to include expressions made by Ms. Donovan.
62. Since 2018, the applicant Board has now submitted over 1,481 pages detailing how they believe that by speaking publicly about her experiences and advocating for better protections for police whistleblowers, Ms. Donovan is making a “complaint” against the applicant Board for the purposes of the Release contained in the resignation agreement.
63. There is no evidence or case law to suggest that the use of “complaint” in a legal contract refers to a verbal or written expression, and there is ample evidence to suggest that the parties had not intended to restrict Ms. Donovan from making expressions.
64. All of the expressions made by Ms. Donovan, and outlined in allegations at paragraphs 31-43, 48-52, 54, 64, 65, 70, 71, 72, 73, 74, 76, 81, 83, 86, and 87, are examples of Ms. Donovan “speaking out” and are not prohibited under the resignation agreement.

Constructive Dismissal

65. Ms. Donovan has perceived the period between May 9, 2017, and June, 2017, to be a period of constructive dismissal. Ms. Donovan has not brought an action for constructive dismissal, she has merely made expressions.
66. As stated above at paragraphs 18 – 51, the parties did not intend for expressions regarding Ms. Donovan’s time as a police officer to be violations of the confidentiality provisions in the resignation agreement.
67. The Government of Canada “Constructive Dismissal – 815-1-IPG-033” guideline states; “The phrase ‘constructive dismissal’ describes situations where the employer has not directly fired the employee. Rather the employer has failed to comply with the contract of employment in a major respect, unilaterally changed the terms of employment or expressed

a settled intention to do either thus forcing the employee to quit. Constructive dismissal is sometimes called "disguised dismissal" or "quitting with cause" because it often occurs in situations where the employee is offered the alternative of leaving or of submitting to a unilateral and substantial alteration of a fundamental term or condition of his/her employment. Whether or not there has been a constructive dismissal is based on an objective view of the employer's conduct and not merely on the employee's perception of the situation.”

68. In describing the retaliation she faced prior to resigning as a period of constructive dismissal, Ms. Donovan does not believe she is violating any terms of the resignation. Ms. Donovan acknowledges that had she filed an action against the applicant Board for constructive dismissal, this would not be the case.

Confidentiality Provision In Agreement

69. The redacted resignation agreement was placed in the public domain on the following eight occasions to date:

- a. On June 28, 2018, with the filing of the applicant Board’s original Tribunal application 2018-33237-S;
- b. In September, 2018, with the filing of Ms. Donovan’s application record for Superior Court file number CV-18-00605386-0000;
- c. In February, 2019, with the filing of the applicant Board’s motion material, attached to the affidavit of Laura Freitag, sworn February 4, 2019, at Tab 3, Superior Court file number CV-1938-0000;
- d. In October, 2019, with the filing of Ms. Donovan’s exhibit book, Tab 2, Court of Appeal for Ontario file number C66718;
- e. In October, 2019, with the filing of the applicant Board’s compendium, the affidavit of Laura Freitag, sworn February 4, 2019, at Tab 1, Court of Appeal for Ontario file number C66718;
- f. In February, 2021, with the applicant Board’s motion record, Exhibit G, Superior Court file number CV-1938-0000);

- g. In February 2022, with Ms. Donovan’s exhibit book, Tab 5, Court of Appeal for Ontario file number C69467; and
 - h. In February, 2022, with the applicant Board’s compendium, Tab G, Court of Appeal for Ontario file number C69467.
70. As far back as February 1, 2019, the details and existence of the resignation agreement have been made public in the following published legal decisions:
- a. *Donovan v. (Waterloo) Police Services Board*, [2019 ONSC 818](#);
 - b. *Waterloo Police Services Board v. Donovan*, [2019 HRTO 308](#);
 - c. *Donovan v. Waterloo Regional Police Services Board*, [2019 ONSC 1212](#);
 - d. *Donovan v. Waterloo Regional Police Services Board*, [2019 ONCA 845](#)
 - e. *The Regional Municipality of Waterloo Police Services Board v. Donovan*, [2019 HRTO 1326](#)
 - f. *Donovan v. WRPSB and Larkin*, [2021 ONSC 2885](#);
 - g. *Donovan v. Waterloo (Police Services Board)*, [2022 ONCA 199](#)
 - h. *The Regional Municipality of Waterloo Police Services Board v. Donovan*, [2022 HRTO 1409](#)
71. All allegations that the applicant Board has made that Ms. Donovan has disclosed the existence or terms of the resignation agreement occur after the information became publicly available (their allegations are dated back to July, 2019). The information is not confidential if it can be obtained from sources to which the public otherwise has access.
72. Other than the excerpts from the resignation agreement contained in her statement of claim, (Superior Court file number CV-18-1938-0000), Ms. Donovan has made no expressions disclosing the existence or terms of the resignation agreement prior to the entire document being publicly available.
73. The allegations outlined at paragraphs 60, 63, 66, 67, 69, 75, 77, 78, 79, 80, 82, 84 and 85 of the amended application have no reasonable prospect of success since the expressions made by Ms. Donovan related to information that was already in the public domain and can be easily obtained or ascertained from publicly available data.
74. It is Ms. Donovan’s position that these expressions do not constitute a violation of the resignation agreement, and if they did, they would have no effect against the applicant

Board since the Board had already made that information public themselves, and several court decisions had already made details of the resignation agreement public.

Parliamentary Privilege

75. The applicant alleges at paragraphs 44 – 47, 53, 63, and 88, that testimony given to the Ontario Legislature and the Manitoba Legislative Assembly violates the resignation agreement, and Ms. Donovan claims parliamentary privilege over these expressions.

Defamation Claim

76. The essential character of the applicant Board's claim is defamation, they have claimed at paragraph 102 that they believe Ms. Donovan's actions are "public and intended to bring the WRPSB into disrepute," and they believe Ms. Donovan's actions are intended to generate business. For this, the applicant Board seeks a finding of bad faith and severe sanctions.

77. At paragraph 104, the applicant Board asks the Tribunal to award the "highest level of damages to remedy the ongoing damage to its reputation," which is a claim for defamation, and is outside of the jurisdiction of the Tribunal. It is Ms. Donovan's position that the applicant Board strategically brought the application, claiming she is violating the resignation agreement, as opposed to a defamation action in Superior Court, knowing that Ms. Donovan could apply to have the action dismissed if her expressions are determined to be made in the public interest, *Courts of Justice Act*, R.S.O. 1990, c. C.43 ("CJA"), section 137.1.

Donovan v. (Waterloo) Police Services Board, [2019 ONSC 818](#)

78. Due to the ongoing, reckless retaliation by the applicant Board, in filing and continuing this application knowing that it had no legal basis in 2018, has caused Ms. Donovan so much mental turmoil, anguish and triggering of her PTSD that she has been unable to earn any income at all with her business. In 2022, Ms. Donovan notified her clients that due to this ongoing litigation, she could no longer operate her business.

79. At all times, Ms. Donovan has expected that the applicant Board would challenge her expressions in the proper forum, and she has at all times been prepared to defend her right to express herself on matters of public interest, this is clear seeing as how she has already brought a *CJA s. 137.1* application to have this application dismissed, see para. 77 above.
80. At paragraph 106, the applicant Board asks the Tribunal to order Ms. Donovan to cease violating the terms of the resignation agreement, yet Ms. Donovan has shown in this reply submission that the parties never intended to limit her ability to speak out.

ERRORS

81. At paragraph 68, the applicant Board alleges that Ms. Donovan contravened the settlement during an interview with the “Whistleblower Revolution” podcast by publicly speaking about the matters settled. The applicant Board alleges that Ms. Donovan “brazenly talked openly about the Resignation Agreement, including the fact that she had received monetary amounts as part of the Parties’ settlement.” This is an absolute misrepresentation by the applicant Board.
82. The “Whistleblower Revolution” podcast is hosted by Heidi Weber, who is a whistleblower in the United States where the whistleblower laws stipulate that whistleblowers are paid monetary awards for reports of wrongdoing. During the podcast, Ms. Weber asked Ms. Donovan if she received money for her “whistleblowing,” referring to her delegation to the Board in 2016, this was not in reference to her resignation. Ms. Donovan clarified for Ms. Weber that only the Ontario Securities Commission pays whistleblowers for making reports of wrongdoing. Part of Ms. Donovan’s advocacy has been to encourage government to enact “whistleblower laws” to entice individuals to report wrongdoing; part of that is compensation for making reports. This conversation had nothing to do with Ms. Donovan resigning from her employment, it was a conversation about Canada’s lack of whistleblower laws, and it shows how little the applicant Board understands whistleblower laws in general.
83. At paragraph 110 of the amended application the applicant Board states; “While the WRPSB has, at all times, honoured its obligations as set out in the Resignation Agreement, Ms. Donovan has willfully and flagrantly disregarded her corresponding commitments.” This statement is defamatory and Ms. Donovan has alleged that the applicant Board has

not honoured its obligations as set out in the resignation agreement and intends to prove such when application 2018-33503-S is heard. In light of the evidence supplied in this submission, the applicant Board continues to make statements to the Tribunal knowing them to be false.

PUBLIC INTEREST

84. It is well-known globally, that when a person reports wrongdoing they risk retaliation. Whistleblower laws are intended to protect those reporting wrongdoing in good faith from facing reprisal. Canada does not have robust whistleblower laws, and if we did, Ms. Donovan would not have to enter into the fifth year of this application.
85. Other Nations around the globe are modelling their whistleblower laws off Transparency International's "International Principles for Whistleblower Legislation; Best Practices for Laws to Protect Whistleblowers and Support Whistleblowing in the Public Interest." Attached hereto and marked as **Exhibit 24** is the Transparency International document.
86. When Ms. Donovan first spoke out about alleged abuses of power when police investigate police for domestic violence, she faced immediate reprisal. The applicant does not dispute the steps they took in 2016 against Ms. Donovan after she made her disclosure to the Board.
87. Ms. Donovan entered into the resignation agreement to end her employment relationship with the applicant Board. Entering into an agreement, the terms of which were very carefully and intentionally negotiated, did not deprive Ms. Donovan of her lived experiences and education.
88. It has always been clear to Ms. Donovan that by operating a business, speaking publicly, maintaining social media accounts, advocating for better protections for whistleblowers, she is not violating the resignation agreement, this is proven at paragraphs 18 – 51.
89. Ms. Donovan believes strongly that her expressions are in the public interest, and is prepared to challenge an accusation that they are not. Ms. Donovan is consistently lauded for her courage to speak out about current and important issues causing the erosion of public trust in policing across North America.
90. The only reason the applicant Board is taking the extreme and outrageous position it is taking today is because of the success Ms. Donovan has had in having government and the general public understand current issues facing policing in Canada. When Ms. Donovan

resigned the applicant Board was clear that they were not going to restrict Ms. Donovan's expressions.

91. It is Ms. Donovan's position that the extreme retaliation by the applicant Board is an attempt to discourage any other potential whistleblowers who may witness wrongdoing and choose to speak out. It is extremely difficult to do the right thing in policing when those in positions of authority are controlling your silence. There are published cases similar to that of Ms. Donovan across Canada, and this is the subject of Ms. Donovan's research. One such example is that of police whistleblower Bob Stenhouse.
92. It is clear in the cases of Bob Stenhouse and Ms. Donovan that had police officers been given a safe reporting mechanism, the public disclosure could have been avoided. Ms. Donovan has concentrated her advocacy to improving legislation to provide police officers safe reporting mechanisms and protect them from reprisal. These are the exact changes Ms. Donovan successfully achieved with Ontario's new policing legislation. Despite these positive changes for police officers across Ontario, the applicant Board has continued their oppression and retaliation. Attached hereto and marked as **Exhibit 25** is a CBC article containing a brief explanation of Bob Stenhouse's whistleblowing.
93. Ms. Donovan has not been accused of making false, misleading, or defamatory statements against the applicant Board in civil court.
94. Ms. Donovan's public speaking and advocacy have resulted in positive changes to Ontario laws through her submissions to the Independent Police Oversight Review by (now) Chief Justice Michael Tulloch, and the Standing Committee on Justice Policy during debate of Bill 175 and Bill 68. Ms. Donovan believes it is a matter of public interest that those reporting wrongdoing in good faith are protected from the types of reprisal that she still faces today.

BAD FAITH, RETALIATION & VILLIFICATION

95. Prior to June, 2018, the applicant did not take any steps to enforce the resignation agreement because they knew there were no enforceable terms relating to Ms. Donovan speaking publicly about her experiences.
96. It was only after Ms. Donovan filed her civil claim against the applicant for breach of contract in Superior Court on May 9, 2018, (CV-1938-0000), that the applicant then

prepared and filed their original application. This fact is evident by the time stamp on all of the collected evidence, (Tabs 2 – 13 of original application were all printed on either June 5, 2018, or June 25, 2018), and the original application was filed June 28, 2018.

97. By examining the fees paid to the law firm representing the applicant Board, it also becomes clear that there was significantly more work in May and June, 2018, than there had been in the months preceding May, 2018. Attached hereto and marked as **Exhibit 26** is a chart of legal fees paid by the applicant Board in reference to these matters. The total legal fees paid up to September, 2022, is mentioned above at paragraph 10.
98. There never was a legal basis for the original application, and the applicant Board has misled the Tribunal regarding the parties' intentions underlying the resignation agreement for the past four and a half years.
99. It should be blatantly obvious, in light of the evidence provided at paragraphs 18 – 51, that Ms. Donovan had always refused a general non-disclosure clause, and made it very clear that she would not be prohibited from discussing her experiences. The applicant Board acknowledged Ms. Donovan's intentions.
100. Ms. Donovan objected immediately to the filing of the application in 2018. Had the Tribunal heard her request to have the application dismissed then, or in 2020 when she made her second request to have the application dismissed, Ms. Donovan would not have had to manage the severe stress this application has caused her.


CONCLUSION & REMEDY

101. Ms. Donovan has been alleging since 2018 that the original application was filed in bad faith out of retaliation, is not within the jurisdiction of the Tribunal since there are no alleged contraventions of the settlement, and the application was frivolous because the applicant Board knew they agreed not to restrict Ms. Donovan's expressions.
102. From 2018 until 2022, the applicant Board has intensified their surveillance and continue to vilify Ms. Donovan. The resignation agreement did not prohibit Ms. Donovan from speaking, (as is evident at paragraph 45), yet this has not stopped their attempts.
103. The applicant Board continues to allege that Ms. Donovan is violating the agreement when she speaks publicly, despite the admission made by their counsel that the "police service is not trying to restrict Ms. Donovan from speaking out." They have used

language throughout the amended application, knowing that these actions do not constitute a contravention of settlement, such as:

- a. “resurrects the allegations;”
 - b. “this allegation was previously raised;”
 - c. “improperly raised allegations;”
 - d. “refers directly to the allegations;”
 - e. “repeated the allegation;”
 - f. “publicly spoke about the matters settled by the Resignation Agreement;”
 - g. “spoke about the same factual allegations that underpinned her 2016 Application;”
and
 - h. “reiterates Ms. Donovan’s allegation of reprisal”
104. Allowing the amended application prior to adjudicating preliminary matters raised by Ms. Donovan in 2018 is a breach of procedural fairness and would prejudice Ms. Donovan.
105. Is it evident, after reviewing all of the evidence in paras. 18 – 51, that the entirety of the original application should be dismissed for no reasonable prospect of success. Ms. Donovan requests the following:
- a. This application should be dismissed as it fails to allege a breach of the *Code*;
 - b. This application should be dismissed entirely as it is frivolous, vexatious and was commenced in bad faith by the applicant Board as a means of retaliation against the respondent for her ongoing “whistle-blowing” and for having filed the civil claim;
 - c. This application is a flagrant abuse of process, and the applicant Board has abused the processes of the Tribunal by relying on information they have known to be false since 2018; and
 - d. Should the Tribunal not dismiss the entirety of the application, the Request for Order During Proceeding to amend the application should be stayed until after a preliminary hearing of the Request for Order During Proceeding filed by Ms. Donovan in 2020 on the original application.

Exhibit 1

From: Machado Law pamela@pmachadolaw.com 
Subject: Re: Touching Base
Date: May 1, 2017 at 3:45 PM
To: Kelly Donovan donovandih@gmail.com
Cc: Machado Law pamela@pmachadolaw.com

PM

Ok Kelly, can you please send me an updated medical so I can forward it to PSS? They will require this if your position is to postpone the interview further.

This is their offer - I am sure you will want to discuss this, so if so, we can schedule a call. There is A LOT of information here.

OFFER –

TERM - they have offered ten months, however, I am certain I can get them to twelve months

STRUCTURE - the option of

(A) a continuation of salary would be offered, which would mean you keep getting paid for a year, and you continue to receive benefits for one year

or

(B) you take a lump sum payment, which you will be taxed on (I could ask that this be set up as two sums - one would be lump sum (taxed on) and the other would be reimbursement of legal fees (not taxed) 0 this would still represent one year of salary, however you would end up with more in your pocket as it would be taxed less. In terms of benefits, they would have to go out and get third party benefits for you, which may not be exactly what you have now, for the duration of the agreed upon time; if they can get SunLife to agree to expand it would be the same, but if it's a third party, they would have to try to get it as close as you have right now.

OFFER – on top of that a \$5k education fund Total; that is important as it's part of what you have asked for in terms of changing your vocation; available for a period of two years to cover applications, tuition, books, residence – all fees associated with schooling would be approved to a max of \$5k.

OFFER - Wellness mental health fund available also at \$5k – for any treatment that you would otherwise get that is not covered by benefits – if they can't match out on the third party benefits – medication that would not otherwise be covered, would be included for coverage– also available for two years, submitting receipts. Right now you get \$4k annual – theory would be that if you do salary continuance (Option A) you would be locked in to that amount, but if lump sum, you may not get that total

Resignation – You are too young to retire, therefore, this would be a resignation; she can take the commuted value from OMERS and put that into a LIRA; depending on what her medical is, transporting OMERS disability pension;

Confidentiality clauses would apply to this settlement as well as to your overall ordeal (meaning no tell all books), and you would be required to withdraw your HRTO application.

OMERS - On the issue of lump sum including OMERS contribution, to be honest, I am not totally versed on that. My understanding (and I just checked on their website), for lump sum severance payments, OMERS contributions must continue for the equivalent of the ESA notice period but the remainder of the severance payment is excluded from contributory earnings (<http://www.omers.com/pension/questions-and-answers.aspx>). That is why some people structure the deal as salary continuance with the resignation date at the end of the period or, will attribute some of the payment as reimbursement of legal fees (damages are unlikely something that they would agree to) so that that portion is tax free (almost like getting an additional 40 cents on the dollar), or directing some of the payments into RRSP's. OMERS would have to assist you with more specifics outside of this.

NUMBERS - To give you an idea, a First Class Constable makes \$8,056.52 a month ...or \$80,565.22 for ten months or for one year, \$96,678.26 – we would be in that envelope. The other two funds at \$10k total would place this offer over one year salary.

VS no severance and the PSA road, which I also asked about:

PSA ROAD – a lot will depend on your interview – Final interview does not help you they said, but did not outline specifics; they anticipate it will be a substantiated serious misconduct; doesn't know what they want from you in terms of penalty; he can't imagine they would be looking at demotion; clearly not demised; he would hope that unless something comes out of your interview that is

they would be looking at demotion, clearly not dismissal, he would hope that unless something comes out of your interview that is damaging, they would want hours from you

Please let me know what you think.

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Hi Pamela,

Email is fine. I saw my psychiatrist last week and he simply recommended I stay off until I see him again in a few weeks. I filed a WSIB claim and received an acknowledgement from them but nothing else.

Thanks,

Kelly

On May 1, 2017, at 2:30 PM, Machado Law <pamela@pmachadolaw.com> wrote:

Hi Kelly.

I have instructions from the WRPS. Did you wish to discuss on the phone or do you prefer email? I am open to both at your convenience today or tomorrow.

Also, can you update me on your medicals?

Thank you

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Exhibit 2

From: Kelly Donovan donovandih@gmail.com
Subject: Re: Touching Base
Date: May 1, 2017 at 4:06 PM
To: Pamela Machado pamela@pmachadolaw.com



I'm hoping to be back to work soon to give them an opportunity to "substantiate serious misconduct." That will be entertaining.

As for the offer... It all looks good and I appreciate you soliciting that on my behalf.

I'm not in a position right at this moment to make this decision, but I can tell you that I would not agree to any less than 1-year, paid in lump sum, I would not want the education or wellness funds, and I would not need benefits. I would withdraw my HRTO complaint. However, I would not agree to a confidentiality clause.

So, maybe this is a moot point and I will just let this play out. I'll see what I can do about getting the forms.
Kelly

On May 1, 2017, at 3:44 PM, Machado Law <pamela@pmachadolaw.com> wrote:

Ok Kelly, can you please send me an updated medical so I can forward it to PSS? They will require this if your position is to postpone the interview further.

This is their offer - I am sure you will want to discuss this, so if so, we can schedule a call. There is A LOT of information here.

OFFER –

TERM - they have offered ten months, however, I am certain I can get them to twelve months

STRUCTURE - the option of

(A) a continuation of salary would be offered, which would mean you keep getting paid for a year, and you continue to receive benefits for one year

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OFFER – on top of that a \$5k education fund Total; that is important as it's part of what you have asked for in terms of changing your vocation; available for a period of two years to cover applications, tuition, books, residence – all fees associated with schooling would be approved to a max of \$5k.

OFFER - Wellness mental health fund available also at \$5k – for any treatment that you would otherwise get that is not covered by benefits – if they can't match out on the third party benefits – medication that would not otherwise be covered, would be included for coverage– also available for two years, submitting receipts. Right now you get \$4k annual – theory would be that if you do salary continuance (Option A) you would be locked in to that amount, but if lump sum, you may not get that total

Resignation – You are too young to retire, therefore, this would be a resignation; she can take the commuted value from OMERS and put that into a LIRA; depending on what her medical is, transporting OMERS disability pension;

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donor), or directing some of the payments into other 501(c)(3) entities would have to assist you with more specifics outside of this.

NUMBERS - To give you an idea, a First Class Constable makes \$8,056.52 a month ...or \$80,565.22 for ten months or for one year, \$96,678.26 – we would be in that envelope. The other two funds at \$10k total would place this offer over one year salary.

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Exhibit 3

From: Kelly Donovan donovandih@gmail.com
Subject: Re: Offer
Date: May 5, 2017 at 1:07 PM
To: Pamela Machado pamela@pmachadolaw.com



Hi Pamela,

Thinking about all of this is really causing me a lot of stress and anxiety, I really just want all of this to go away and to move on with my life.

Are you able to counter the offer of the WRPS with the following in hopes to resolve everything and allow me to move on with my life?

I would counter-offer the following:

- 1 year salary paid in a lump sum;
- No education or wellness funds;
- No benefits beyond the signing of the offer;
- Confidentiality on the amount of the settlement only, not a general confidentiality clause;
- I drop the HRTO complaint and make no further HRTO/OCPC/OIPRD complaints

If you can get the WRPS to agree to the above I would sign and return all of my equipment/uniforms, etc and be able to move on with my life.

I am proposing the above based on what I know which is the following:

- I have a good case against the WRPS with my HRTO complaint;
- It will be extremely difficult for the WRPS to substantiate serious misconduct at the OCPC level when I appeal a conviction, which would undoubtedly come after an internal prosecution;
- Justice Tulloch recently publicly encouraged whistleblower protection and impartial prosecution of officers by a public prosecutor;
- I am in a position to file a statement of claim against the WRPS for the manner in which they have treated me, and I would not do that if they agree to the above terms.

If the WRPS can put the above terms in writing, I am prepared to move on with my life outside of the WRPS.

Can you assist with this? I have really been feeling sick to my stomach recently (in addition to all of the other symptoms), over all of this.

Thank you,
Kelly

On May 3, 2017, at 5:14 PM, Machado Law <pamela@pmachadolaw.com> wrote:

Thanks Kelly. That is great. I will relay this information to bill and he can reach out to them. I agree this should not be your burden unnecessarily.

Thank you

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Pamela, I had asked the association to assist and VP Tim Reparone spoke to Heather Henning who said she would relay information to Professional Standards. I don't want to be charged with insubordination, but I also should not be compelled to disclose medical information directly to the service. I'll have to call my psychiatrist tomorrow because acclaim said they have not yet received the last form, (although, with the last form he seemed to have issues with his fax machine).

I'll do what I can,
Kelly

Sent from my iPhone

On May 3, 2017, at 2:44 PM, Machado Law <pamela@pmachadolaw.com> wrote:

Hi Kelly.

Bill Fisher emailed me just now asking for a status update regarding medicals. Can you get these to me by chance?

Thank you.

Pamela Machado
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Exhibit 4

From: Machado Law pamela@pmachadolaw.com 
Subject: Re: Offer
Date: May 5, 2017 at 1:16 PM
To: Kelly Donovan donovandih@gmail.com

PM

I am happy to convey these terms. Questions: you do not require any benefits coverage beyond the signing of the offer? Also, what is your idea in terms of the willingness to sign a confidentiality agreement in relation to these terms but not an overall confidentiality clause?

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I'll do what I can,
Kelly

Sent from my iPhone

On May 3, 2017, at 2:44 PM, Machado Law <pamela@pmachadolaw.com> wrote:

Hi Kelly.

Bill Fisher emailed me just now asking for a status update regarding medicals. Can you get these to me by chance?

Thank you.

Pamela Machado
Barrister & Solicitor

Machado Law Professional Corporation
420 Main Street East, Suite 624
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Tel: (289) 383-2130
Fax: (289) 878-7311

pamela@pmachadolaw.com
www.pmachadolaw.com
Follow me on Twitter @PMachadoLaw

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Exhibit 5

From: Kelly Donovan donovandih@gmail.com
Subject: Re: Offer
Date: May 5, 2017 at 1:20 PM
To: Pamela Machado pamela@pmachadolaw.com



I do not want to have any connection to the WRPS whatsoever beyond my resignation. I don't want to know that I would have to submit receipts to them, or answer to them in any way. I have done some research and I understand why the amount of the settlement is beneficial to be kept secret, but I do not feel that anything else should be hidden. Should I choose to disclose to my next employer what happened with the WRPS, I do not want to live in fear that the WRPS will press civil action. I know they did that with David Flynn, and I want nothing to do with that. Otherwise, I will simply stay employed by them, and wait all of this out. Let it play its course, and certain things will become public whether they want them to or not.

Does that make sense?

On May 5, 2017, at 1:15 PM, Machado Law <pamela@pmachadolaw.com> wrote:

I am happy to convey these terms. Questions: you do not require any benefits coverage beyond the signing of the offer? Also, what is your idea in terms of the willingness to sign a confidentiality agreement in relation to these terms but not an overall confidentiality clause?

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On May 5, 2017, at 1:07 PM, Kelly Donovan <donovandih@gmail.com> wrote:

Hi Pamela,

Thinking about all of this is really causing me a lot of stress and anxiety, I really just want all of this to go away and to move on with my life.

Are you able to counter the offer of the WRPS with the following in hopes to resolve everything and allow me to move on with my life?

I would counter-offer the following:

- 1 year salary paid in a lump sum;
- No education or wellness funds;
- No benefits beyond the signing of the offer;
- Confidentiality on the amount of the settlement only, not a general confidentiality clause;

- I drop the HRT0 complaint and make no further HRT0/OCPC/OIPRD complaints

If you can get the WRPS to agree to the above I would sign and return all of my equipment/uniforms, etc and be able to move on with my life.

I am proposing the above based on what I know which is the following:

- I have a good case against the WRPS with my HRT0 complaint;
- It will be extremely difficult for the WRPS to substantiate serious misconduct at the OCPC level when I appeal a conviction, which would undoubtedly come after an internal prosecution;
- Justice Tulloch recently publicly encouraged whistleblower protection and impartial prosecution of officers by a public prosecutor;
- I am in a position to file a statement of claim against the WRPS for the manner in which they have treated me, and I would not do that if they agree to the above terms.

If the WRPS can put the above terms in writing, I am prepared to move on with my life outside of the WRPS.

Can you assist with this? I have really been feeling sick to my stomach recently (in addition to all of the other symptoms), over all of this.

Thank you,
Kelly

On May 3, 2017, at 5:14 PM, Machado Law <pamela@pmachadolaw.com> wrote:

Thanks Kelly. That is great. I will relay this information to bill and he can reach out to them. I agree this should not be your burden unnecessarily.

Thank you

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Exhibit 6

From: Machado Law pamela@pmachadolaw.com 
Subject: Re: Offer
Date: May 5, 2017 at 1:22 PM
To: Kelly Donovan donovandih@gmail.com

PM

yes it does, I will submit your counter offer and advise as soon as I hear, which I anticipate is next week.

You are a warrior Kelly, don't forget this. We will get this resolved one way or the other, and you are not alone. I am here for you every single step of the way for whatever you need. Just reach out.

I will update you as soon as I hear.

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Thank you,
Kelly

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Thank you Kelly. That is great. I will return this information to HR and be sure to speak to them. I hope this should not be a...

Thanks Kelly. That is great. I will relay this information to Bill and he can reach out to them. I agree this should not be your burden unnecessarily.

Thank you

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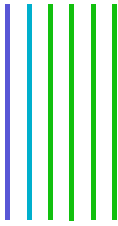
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Exhibit 7

From: Machado Law pamela@pmachadolaw.com 
Subject: Reply from WRPS
Date: May 8, 2017 at 7:17 PM
To: Kelly Donovan donovandih@gmail.com
Cc: Machado Law pamela@pmachadolaw.com

PM

Their counsel has advised that he has instructions to accept our counterproposal as set out below. It will obviously have to be put into writing into a settlement agreement that has a release and confirms the withdrawal of the Ontario Human Rights Tribunal matter, etc.

The only clarifications that we discussed were: (1) that the confidentiality clause should have the usual exception so that you can consult legal counsel and/or financial advisors regarding the settlement terms; and (2) that it contains the standard term that should either party be asked about the terms of the settlement, it is agreed that both parties will respond with words to the effect of "all matters between the parties were settled to their mutual satisfaction – the terms of which are confidential". Can you confirm that the above is acceptable?

Once we have that information, he will ask Don Jarvis to do up the usual paper work required to paper the agreed upon settlement and the withdrawal of the Human Rights complaint.

Please let me know what you think.

On a side note; FOI REQUEST

He advised me that WRPS has received an FOI request that includes references to you. They are generally not permitted to reveal the maker of the request or that a request has been made unless it is required to assist them in responding and/or relates to an on-going matter (e.g., our settlement) – he believed both are the case here, and so does not intend to release absent your consent.

An individual, purporting to act for a public accountability organization regarding whistleblowers, has made a request for amounts paid to York Regional Police (there is none), Don Jarvis's firm and to Bernardi all relating to the on-going matters specifically involving you. I thought this may be the law firm dealing with the class action, however, when one of their lawyers called me this evening out of the blue to ask me whether your matter had settled as they have "heard rumblings" it had, and I asked about this FOI, she had no clue. Seemed odd to me that she wouldn't and that she would call out of the blue like that.

They have asked the requester whether they have the consent of the third parties involved (notwithstanding that the requestor identified you and the accounts by name) and without such they will likely not be confirming or denying the existence of the records to protect the identity of their employees. If the requestor provides them with the consent or indicates they want them to seek the third party consent then they would do so and deal with the request in the normal course.

Please let me know your thoughts.

Thanks

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Exhibit 8

From: donovandih@gmail.com
Subject: Re: Reply from WRPS
Date: May 8, 2017 at 7:29 PM
To: Machado Law pamela@pmachadolaw.com



Hi Pamela,

What exactly does that mean about the confidentiality clause? Does that mean I'm not able to discuss what happened to my career in policing? Are you able to spell it out to me in laymen's terms? As I said, I won't agree to never discuss details of my delegation etc.

I appreciate your help.

As for the FOI request, I do not have an outstanding FOI request and I have not been asked to give any kind of third party consent. My FOI request was fulfilled. As for the class action, I have not had any contact with anyone regarding that suit and as I said in my 'counter-offer' I would not participate if my terms were accepted by the wrps.

On a side note, for reasons related to my OMERS, it is beneficial to me if the date of my resignation could fall near the end of June. Perhaps I have holiday time and stat time that would carry me over to then?

Thanks,
Kelly

Sent from my iPhone

On May 8, 2017, at 7:17 PM, Machado Law <pamela@pmachadolaw.com> wrote:

Their counsel has advised that he has instructions to accept our counterproposal as set out below. It will obviously have to be put into writing into a settlement agreement that has a release and confirms the withdrawal of the Ontario Human Rights Tribunal matter, etc.

The only clarifications that we discussed were: (1) that the confidentiality clause should have the usual exception so that you can consult legal counsel and/or financial advisors regarding the settlement terms; and (2) that it contains the standard term that should either party be asked about the terms of the settlement, it is agreed that both parties will respond with words to the effect of "all matters between the parties were settled to their mutual satisfaction – the terms of which are confidential". Can you confirm that the above is acceptable?

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Please let me know your thoughts.

Thanks

Pamela Machado,
Barrister & Solicitor

Machado Law Professional Corporation
420 Main Street East, Suite 624
Milton, Ontario
1 416 883 3333

Exhibit 9

From: Machado Law pamela@pmachadolaw.com 
Subject: Re: Reply from WRPS
Date: May 8, 2017 at 7:34 PM
To: donovandih@gmail.com

PM

It means that as it relates to the settlement only that is what you would be required to say. This does not prevent you from speaking of your experience in policing at all. It only means that when people ask what happened to the HRT0 matter or the PSA matter that is what you would say. Make sense?

I will advise that you are not consenting to the FOI nor do you have information about it.

I will ask about the other concern - stat etc.

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Exhibit 10

From: Machado Law pamela@pmachadolaw.com 
Subject: Settlement
Date: May 9, 2017 at 5:40 PM
To: donovandih@gmail.com

PM

Hi Kelly.

Gary has confirmed instructions to agree to your request to have your resignation fall at the end of June. He has suggested [June 25th](#), a Sunday for the purposes of the pay period so you can use your holiday and/or stat time effective [June 9th](#) as that is the date up to which you have been approved by Acclaim on sick – if you want to have that switch over earlier, they are fine with that because once we have an agreement, you will no longer have to deal with Acclaim from whatever date we set.

He has instructed Don Jarvis to prepare the final documents re: settlement, which will be subject to the mutual agreement on those documents. Don will reach out to me directly so that this can be discussed and finalized but if you need anything, let me know.

Please let me know if you have questions in the interim.

Pamela Machado
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Exhibit 11

From: Machado Law pamela@pmachadolaw.com 
Subject: Please review
Date: May 12, 2017 at 6:13 PM
To: Kelly Donovan donovandih@gmail.com

PM

Hi Kelly,

Please review. I have highlighted and made comment in two areas. I want your feedback. It's airtight in terms of the Release, which may impact any class action. It is important you know this.

Please read and get back to me.

Thank you.



Resignation
Agreement.pdf

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Exhibit 12

From: Machado Law pamela@pmachadolaw.com 
Subject: Re: Agreement
Date: May 15, 2017 at 5:44 PM
To: Kelly Donovan donovandih@gmail.com

PM

Yes I agree it seems to hence we need to go over it in person. This is their offer. You'll see my comments include amending that paragraph.

We can discuss all of the angles Thursday.

Pamela Machado
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On May 15, 2017, at 5:28 PM, Kelly Donovan <donovandih@gmail.com> wrote:

Hi Pamela,
I've been dissecting it more now...

When we communicated about the agreement by email you had said that the agreement "does not prevent you from speaking of your experience in policing at all."

But, I'm confused about paragraph 11 (which seems like I'm agreeing to not discuss anything) and on page 8 (which is page 2 of Appendix A), it states that I agree to keep confidential any information I obtained during my employment with the Regional Municipality of Waterloo (that's pretty broad.... Any information I obtained from 2010 to 2017?).

Can you please clarify?
Kelly

Exhibit 13

From: Machado Law pamela@pmachadolaw.com 
Subject: Re: Donovan
Date: May 18, 2017 at 1:37 PM
To: Gary Melanson Gary.Melanson@wrps.on.ca
Cc: DONALD JARVIS (djarvis@filion.on.ca) djarvis@filion.on.ca



WITHOUT PREJUDICE:

I have now met with Kelly, and after review of the terms as suggested by you both, we have attached our final proposal for settlement. In good faith, the salary amount being requested is higher (one additional year) than initially discussed, in order to account for your requirement that she abandon her WSIB claim [your original paragraph 11(c)] with her resignation, which will act as a disadvantage to her given the loss she will sustain regarding the WSIB's support for mental health benefits etc. To be frank, if she remains employed, she would receive continued support from WSIB in addition to her wages, benefits etc. This amount will also account for any deductions she will sustain.

Kelly is still interested in severing this relationship, however, she wants to ensure she receives the coverage she and her family require.

The changes to the confidentiality clause do not relate to any intention on her part to launch any type of proceeding;

There are also mutual releases attached, as well as her undertaking that she will not bring any action against the Association. These should account for further consideration in my opinion.

Should these terms remain unsatisfactory, we will proceed to next steps in all related matters.

Thank you for your consideration.

Pamela Machado,
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On May 8, 2017, at 1:00 PM, MELANSON, GARY <Gary.Melanson@wrps.on.ca> wrote:

Pam,

Further to our conversation today, I can advise that I have instructions to accept Kelly's counterproposal as set out below. It will

Further to our conversation today, I can advise that I have instructions to accept Kelly's counterproposal as set out below. It will obviously have to be put into writing into a settlement agreement that has a release and confirms the withdrawal of the Ontario Human Rights Tribunal matter, etc.

The only clarifications that we discussed were: (1) that the confidentiality clause should have the usual exception so that Kelly can consult legal counsel and/or financial advisors regarding the settlement terms; and (2) that it contains the standard term that should either party be asked about the terms of the settlement, it is agreed that both parties will respond with words to the effect of "all matters between the parties were settled to their mutual satisfaction – the terms of which are confidential". Can you confirm that the above is correct and acceptable?

Once we have that information, I will be asking Don Jarvis (I have copied him with this email) to do up the usual paper work required to paper the agreed upon settlement and the withdrawal of the Human Rights complaint.

As always and especially on this one, thank you for all your efforts and consideration,

gary

Gary V. Melanson,
Solicitor, Director of Legal Services and Risk Management
519-650-8532

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From: Machado Law [mailto:pamela@pmachadolaw.com]
Sent: Friday, May 05, 2017 4:52 PM
To: MELANSON, GARY
Subject: Re: Donovan

Thanks Gary.

To you also. Stay dry :)

Pamela Machado,
Barrister & Solicitor

Machado Law Professional Corporation
420 Main Street East, Suite 624
Milton, Ontario
L9T 8G3

Tel: (289) 383-2130
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On May 5, 2017, at 4:42 PM, MELANSON, GARY <GARY.MELANSON@wrps.on.ca> wrote:

Hi Pam,

I will seek instructions on Kelly's proposal and get back to you the first part of next week. I can say that I personally consider this a good and encouraging development and am hopeful we can work something out very quickly.

Have a good weekend and thank you,

gary

Gary V. Melanson,
Solicitor, Director of Legal Services and Risk Management
519-650-8532

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From: Machado Law [mailto:pamela@pmachadolaw.com]
Sent: Friday, May 05, 2017 1:25 PM
To: MELANSON, GARY
Subject: Donovan

Without Prejudice:

Hi Gary,

After speaking with Kelly, she proposes a severance to the relationship as between herself and the WRPS on the following terms:

- 1 year salary paid in one lump sum;
- No education or wellness funds required, however, legal fees in the amount of \$10k to account for a portion of what she has incurred to date);
- No benefits beyond the signing of the offer required; (consider the above ask as a tradeoff - legal fees instead of the two funds and benefits);
- Confidentiality on the amount of the settlement only, not a general confidentiality clause;
- An agreement from her to withdraw the HRTO complaint and undertaking not to commence any further HRTO/OCPC/OIPRD complaints

Should these terms be unacceptable, she will stay the course, and submit to an interview when her doctors clear her to do so. She is, however, willing to move on based on the above.

I will wait to hear from you.

Thanks

Pamela Machado,
Barrister & Solicitor

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RESIGNATION
AGREE...ed.pdf

Exhibit 14

From: Machado Law pamela@pmachadolaw.com 
Subject: Re: Update
Date: June 2, 2017 at 5:43 PM
To: donovandih@gmail.com

PM

Ok I will convey that.

I don't have the wording in front of me. I'll take a look this weekend and try to answer your question. To clarify, you're asking if your finding another job before June 24 will breach the terms?

Thanks

Pamela Machado
Barrister & Solicitor

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On Jun 2, 2017, at 4:45 PM, donovandih@gmail.com wrote:

Ok, if everything else we proposed stayed the same I would agree to the one year plus \$10k legal fees, same date of June 24.

And, maintain my wsib claim.

As an aside, once the document is signed by us both, am I free to go and look for work? Will they have control over me or can they breach it the contract before the June 24th date?

Sent from my iPhone

On Jun 2, 2017, at 4:27 PM, Machado Law <pamela@pmachadolaw.com> wrote:

From Gary:

In the end, I believe I have a simple solution. I have been instructed to ask Don to remove the WSIB clause and our offer (with that change and your suggested revisions on the wording of the settlement documentation, subject to Don's input and sign off) will otherwise remain the same. That would seem to address the rationale for the change in the settlement amount.

I agree with you that if the resolution is not achieved by June 7th (or such date that you and Don extend), our offer will be removed from the table and we will simple move on with all the outstanding matters. I hope that is not the case and the removal of the key concern of your client will put this back on the track.

Anyway, I hope that the above helps.

Pamela Machado
Barrister & Solicitor

Lawyer & Solicitor

Machado Law Professional Corporation
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Exhibit 15

From: Machado Law pamela@pmachadolaw.com 
Subject: Re: Donovan
Date: June 2, 2017 at 10:58 PM
To: donovandih@gmail.com

PM

Don't be sorry. Take the weekend and think it over. We can chat Monday on the phone at your convenience.

It's your choice. I support you either way.

Pamela Machado
Barrister & Solicitor

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On Jun 2, 2017, at 10:54 PM, donovandih@gmail.com wrote:

I'm really stressing over this. I don't know what's best.

I can't say for sure until I spend more time thinking about this what I want.

It's hard for me to fathom giving up 24 years of a career as a police officer for \$96,000.

Sorry Pam.

Kelly

Sent from my iPhone

On Jun 2, 2017, at 1:10 PM, Machado Law <pamela@pmachadolaw.com> wrote:

Good afternoon,

Kindly provide a reply to our last proposal for the resolution of this matter on or before June 7, 2017. My client is anxious to move forward with this one way or the other.

Your continued attention to this is appreciated.

Thank you.

Pamela Machado
Barrister & Solicitor

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[CV 000](#)

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Exhibit 16

From: Machado Law pamela@pmachadolaw.com
Subject: Re:
Date: June 3, 2017 at 9:52 PM
To: donovandih@gmail.com



Ok great. Let me know if anything changes. I will reach out to Gary tomorrow.

Pamela Machado
Barrister & Solicitor

Machado Law Professional Corporation
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On Jun 3, 2017, at 10:35 AM, donovandih@gmail.com wrote:


Hi Pamela,

I'm glad I slept on it. I'd like to take their offer, as long as what they present is what they say it is. I think that's what's best for the kids.

Kelly

Sent from my iPhone

Exhibit 17

From: Machado Law pamela@pmachadolaw.com 
Subject: Fwd: WRPS and K. Donovan (WITHOUT PREJUDICE)
Date: June 5, 2017 at 1:19 PM
To: donovandih@gmail.com

PM

Hi Kelly.

I haven't reviewed yet, and can't until tonight, but please take a look when you can and let me know.

Thank you.

Pamela Machado
Barrister & Solicitor

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Begin forwarded message:

From: "Donald B. Jarvis" <DJarvis@filion.on.ca>
Date: June 5, 2017 at 1:06:15 PM EDT
To: "Machado Law (pamela@pmachadolaw.com)" <pamela@pmachadolaw.com>
Cc: Christa Ambrose <christaa@filion.on.ca>
Subject: WRPS and K. Donovan (WITHOUT PREJUDICE)

Hi Pamela,

Further to your previous email dated May 18, 2017, I have been instructed to confirm that the WRPSB is agreeable to removing the previously proposed Resignation Agreement language relating to any outstanding WSIB claims on the part of Cst. Donovan.

The WRPSB is also agreeable to the provision of mutual releases and to Cst. Donovan seeking to obtain employment reference letters from Staff Sgt. J. Davis and Sgt. G. Prine. Ultimately, however, it seems to make sense to clarify that it is really up to them whether they wish to do so; also, this avoids putting the WRPSB in the middle of this process.

I have also sought to simplify the release language as you suggested in your previous email/draft. Accordingly, attached please find the revised proposed Resignation Agreement and accompanying Release documents for your review and approval. Kindly confirm that the attached documentation is agreeable to Cst. Donovan and I will then forward this document to the WRPA for their review and approval; as previously mentioned, we do need to ensure that the WRPA is 'on board', but I do not anticipate that the Association will have any concerns or objections. (Also, I have not yet sent this revised Agreement to Gary Melanson for his final approval, but I do not anticipate any issues at his end. I am hoping you can confirm that the attached Agreement is a 'go' so I can go back to him confirming that there are no outstanding issues from Cst. Donovan).

Thanks again for your cooperation and earliest attention to this matter. Should you wish to discuss this matter directly, please let me know.

Don

Donald B. Jarvis

Partner

*Practising as a professional corporation



Bay Adelaide Centre
333 Bay Street
Suite 2500 Box 44
Toronto, Ontario
Canada M5H 2R2

djarvis@filion.on.ca
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f: 416-408-4814
www.filion.on.ca

FILION WAKELY THORUP ANGELETTI LLP

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Resignation
Agree... '17.pdf

Exhibit 18

From: Machado Law pamela@pmachadolaw.com 
Subject: Re: WRPS and K. Donovan (WITHOUT PREJUDICE)
Date: June 5, 2017 at 1:48 PM
To: Kelly Donovan donovandih@gmail.com

PM

Yes of course I'll have that removed. I will review tonight when I'm home and then send back to them with you on the email.

Pamela Machado
Barrister & Solicitor

Machado Law Professional Corporation
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[Milton, Ontario](#)
[L9T 8G3](#)

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On Jun 5, 2017, at 1:38 PM, Kelly Donovan <donovandih@gmail.com> wrote:

Sorry, correction... Paragraph 12 is also the release for WRPA. I will not commence a proceeding against them, but I will not agree that they fairly represented me.

Kelly

On Jun 5, 2017, at 1:18 PM, Machado Law <pamela@pmachadolaw.com> wrote:

Hi Kelly.

I haven't reviewed yet, and can't until tonight, but please take a look when you can and let me know.

Thank you.

Pamela Machado
Barrister & Solicitor

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Begin forwarded message:

From: "Donald B. Jarvis" <DJarvis@filion.on.ca>
Date: June 5, 2017 at 1:06:15 PM EDT
To: "Machado Law (pamela@pmachadolaw.com)" <pamela@pmachadolaw.com>
Cc: Christa Ambrose <christaa@filion.on.ca>
Subject: WRPS and K. Donovan (WITHOUT PREJUDICE)

Hi Pamela,

Further to your previous email dated May 18, 2017, I have been instructed to confirm that the WRPSB is agreeable to removing the previously proposed Resignation Agreement language relating to any outstanding WSIB claims on the part of Cst. Donovan.

The WRPSB is also agreeable to the provision of mutual releases and to Cst. Donovan seeking to obtain employment reference letters from Staff Sgt. J. Davis and Sgt. G. Prine. Ultimately, however, it seems to make sense to clarify that it is really up to them whether they wish to do so; also, this avoids putting the WRPSB in the middle of this process.

I have also sought to simply the release language as you suggested in your previous email/draft.

Accordingly, attached please find the revised proposed Resignation Agreement and accompanying Release documents for your review and approval. Kindly confirm that the attached documentation is agreeable to Cst. Donovan and I will then forward this document to the WRPA for their review and approval; as previously mentioned, we do need to ensure that the WRPA is 'on board', but I do not anticipate that the Association will have any concerns or objections. (Also, I have not yet sent this revised Agreement to Gary Melanson for his final approval, but I do not anticipate

any issues at his end. I am hoping you can confirm that the attached Agreement is a 'go' so I can go back to him confirming that there are no outstanding issues from Cst. Donovan).

Thanks again for your cooperation and earliest attention to this matter. Should you wish to discuss this matter directly, please let me know.

Don

Donald B. Jarvis

Partner
*Practising as a professional corporation

<image001.png>
Bay Adelaide Centre
333 Bay Street
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djarvis@filion.on.ca
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<Resignation Agreement-Amended June 5'17.pdf>

Exhibit 19

From: Kelly Donovan donovandih@gmail.com
Subject: Re: USE THIS ONE - Resignation Agreement-Amended June 5'17.pdf
Date: June 6, 2017 at 9:25 PM
To: Pamela Machado pamela@pmachadolaw.com



Sorry Pam, just to clarify... Does this mean we are leaving the paragraph on page 7, or taking it out? The general, "any information I obtained during my emplo

On Jun 6, 2017, at 9:18 PM, Machado Law <pamela@pmachadolaw.com> wrote:

Good Evening Don,

Cst. Donovan does not approve of the amendment as suggested. Please advise whether the Board will resolve as is adding the following to the end of paragraph 11 "but for any breach relating to information gained in the course of police duties from internal police databases during the course of her employment".

Please advise.

Pamela Machado,
Barrister & Solicitor

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On Jun 6, 2017, at 12:56 PM, Donald B. Jarvis <DJarvis@filion.on.ca> wrote:

Hi Pamela,

I have now received formal confirmation that the WRPSB is agreeable to the draft Resignation Agreement that I previously forwarded to you. In addition, the Board is agreeable to your proposed change/deletion in para. 12 relating to Association representation.

With respect to the para. that you propose deleting on page 7 of the Donovan release, the Board understands the rationale that you and I discussed earlier today. However, they suggest that it should not be entirely wide open insofar there are still some matters that might be subject to the continuing duty of non-disclosure arising from Cst. Donovan's Oath of Secrecy. They also suggested that this would be well known to both yourself and Cst. Donovan.

Accordingly, we suggest that the highlighted para that you propose to delete should be replaced by simply the following:

"AND IT IS FURTHER AGREED that for the aforesaid consideration, I agree to keep confidential, without time limitation, any information that I obtained during my employment that is subject to the continuing non-disclosure obligations arising from my Oath of Secrecy given to THE REGIONAL MUNICIPALITY OF WATERLOO POLICE SERVICES BOARD, even after the date of my employment resignation."

I look forward to hearing from you.

Don

From: Donald B. Jarvis
Sent: June 6, 2017 9:48 AM
To: 'Machado Law'
Cc: Gary Melanson (gary.melanson@wrps.on.ca)
Subject: RE: USE THIS ONE - Resignation Agreement-Amended June 5'17.pdf

Hi Pamela,

I just left you a voicemail message on your office number. Please give me a quick shout back or send me an email in response to my question of clarification.

Thanks.

Don

From: Machado Law [<mailto:pamela@pmachadolaw.com>]
Sent: June 5, 2017 9:01 PM
To: Donald B. Jarvis; Gary Melanson
Subject: USE THIS ONE - Resignation Agreement-Amended June 5'17.pdf

Good Evening,

Please use this copy, as I have highlighted one additional passage that we wish to have removed. This was outlined in our previous counter-offer, so it should not be new.

Please advise on or before Wednesday, June 7, 2017 of your position.

Thank you,

FILION WAKELY THORUP ANGELETTI LLP

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Exhibit 20

Audio Transcript

Transcribed by Kelly Donovan

Audio file provided: voicemail-32 JARVIS June 6 2017.m4a (Attached)

Voice: Donald Jarvis

DJ – Hey Pamela, it's Don Jarvis calling back, it's about a quarter to 3. Just responding to your last email.


Um, needless to say, we're not trying to, or I'm not trying to engage in any semantics. I'm hoping you can help me figure out a way to close this out. I mean, here's my problem.

The paragraph in the release, on page 7, is a standard type of clause that we use in all employment agreements in every sector, we've used it probably for twenty or thirty years without objection from anyone. And, the police service is not trying to restrict Constable Donovan from um, speaking out or saying what she wants. But, as you know, and you know this better than me, working in the police sector, there are some things she can't disclose, whether under the Criminal Code, Police Services Act, or Youth Criminal Justice, Oath of Secrecy, confidential informants, proprietary information, databases, whatever. There are some things she can't disclose.

So, deleting that language in paragraph 7, while it might be doable, the problem is, you're asking to delete it, and given the undertaking in paragraph 11, that the board can't, will never go after her if, uh, with respect to anything arising prior to June 26th. So, in theory, there's a gap by having it both ways. Right? Um, how can, um, I mean, 'cause as I say, the bottom line is, I think there's things she can't disclose. Uh, and you know that, and she... We know that. And, all we're trying to do is say ok, those things are things she can't disclose. But, if we didn't have it in the release, she still couldn't disclose it. But, then, if there was, hypothetically, some future breach by her, you've got... You're trying to restrict the board's ability, uh, to sort of say ok, well what's the recourse for that, because paragraph 11 says, you know will not take any action with respect to anything arising before June 26th. So, that's my problem.

Um, I mean, maybe there's a simpler way through. Maybe we just say the things she can't disclose like you know anything that's uh prohibitive disclose under applicable legislation or uh operational police information, that sort of thing. Um, Police operational information. Um, whatever it is that she already can't do. Anyway, sorry for the long message, perhaps we should speak. But, um, I think we need to, uh, I think we need to just get this on track, and I think we can do that. Um, but I'm just hopefully you hopefully you now have a sense of what the, what the issue of concern would be. Um, so, that's where we're at. Thanks.

Exhibit 21

From: Machado Law pamela@pmachadolaw.com 
Subject: Voicemail
Date: June 6, 2017 at 8:02 PM
To: donovandih@gmail.com

PM

Please let me know if this works.

-00:00

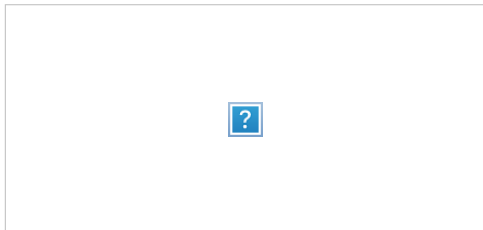
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Barrister & Solicitor

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Exhibit 22

From: Machado Law pamela@pmachadolaw.com 
Subject: Re: USE THIS ONE - Resignation Agreement-Amended June 5'17.pdf
Date: June 6, 2017 at 9:19 PM
To: Donald B. Jarvis DJarvis@filion.on.ca

Good Evening Don,

Cst. Donovan does not approve of the amendment as suggested. Please advise whether the Board will resolve as is adding the following to the end of paragraph 11 "but for any breach relating to information gained in the course of police duties from internal police databases during the course of her employment".

Please advise.

Pamela Machado,
Barrister & Solicitor

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On Jun 6, 2017, at 12:56 PM, Donald B. Jarvis <DJarvis@filion.on.ca> wrote:

Hi Pamela,

I have now received formal confirmation that the WRPSB is agreeable to the draft Resignation Agreement that I previously forwarded to you. In addition, the Board is agreeable to your proposed change/deletion in para. 12 relating to Association representation.

With respect to the para. that you propose deleting on page 7 of the Donovan release, the Board understands the rationale that you and I discussed earlier today. However, they suggest that it should not be entirely wide open insofar there are still some matters that might be subject to the continuing duty of non-disclosure arising from Cst. Donovan's Oath of Secrecy. They also suggested that this would be well known to both yourself and Cst. Donovan.

Accordingly, we suggest that the highlighted para that you propose to delete should be replaced by simply the following:

"AND IT IS FURTHER AGREED that for the aforesaid consideration, I agree to keep confidential, without time limitation, any

information that I obtained during my employment that is subject to the continuing non-disclosure obligations arising from my Oath of Secrecy given to THE REGIONAL MUNICIPALITY OF WATERLOO POLICE SERVICES BOARD, even after the date of my employment resignation.”

I look forward to hearing from you.

Don

From: Donald B. Jarvis
Sent: June 6, 2017 9:48 AM
To: 'Machado Law'
Cc: Gary Melanson (gary.melanson@wrps.on.ca)
Subject: RE: USE THIS ONE - Resignation Agreement-Amended June 5'17.pdf

Hi Pamela,

I just left you a voicemail message on your office number. Please give me a quick shout back or send me an email in response to my question of clarification.

Thanks.

Don

From: Machado Law [<mailto:pamela@pmachadolaw.com>]
Sent: June 5, 2017 9:01 PM
To: Donald B. Jarvis; Gary Melanson
Subject: USE THIS ONE - Resignation Agreement-Amended June 5'17.pdf

Good Evening,

Please use this copy, as I have highlighted one additional passage that we wish to have removed. This was outlined in our previous counter-offer, so it should not be new.

Please advise on or before Wednesday, June 7, 2017 of your position.

Thank you,

FILION WAKELY THORUP ANGELETTI LLP

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Exhibit 23

From: Machado Law pamela@pmachadolaw.com 
Subject: Fwd: USE THIS ONE - Resignation Agreement-Amended June 5'17.pdf
Date: June 7, 2017 at 10:32 AM
To: Kelly Donovan donovandih@gmail.com

I think this is good. Operational.

Thoughts?

Pamela Machado,
Barrister & Solicitor

Machado Law Professional Corporation
420 Main Street East, Suite 624
Milton, Ontario
L9T 8G3

Tel: (289) 383-2130
Fax: (289) 878-7311

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Begin forwarded message:

From: "Donald B. Jarvis" <DJarvis@filiation.on.ca>
Subject: RE: USE THIS ONE - Resignation Agreement-Amended June 5'17.pdf
Date: June 7, 2017 at 10:14:13 AM EDT
To: Machado Law <pamela@pmachadolaw.com>

As I stated in my email, the goal of my proposed language was to avoid having to specifically define what is prohibited disclosure. Indeed, the language was intended to be in the nature of an 'apple pie' statement insofar as all the parties are saying is that they will comply with the law of the land—whatever that may be—and which they are obligated to do in any event.

Having said that, if you feel we still need to make it somewhat narrower in scope, how about the following:

about the following.

“...except where such proceeding relates to the prohibited and/or unlawful disclosure of **operational** police information acquired by Donovan in the course of her employment.”

I should be able to secure agreement to this language as well.

DBJ

From: Machado Law [<mailto:pamela@pmachadolaw.com>]

Sent: June 7, 2017 10:01 AM

To: Donald B. Jarvis

Subject: Re: USE THIS ONE - Resignation Agreement-Amended June 5'17.pdf

thanks Don. The issue with your proposed language is given how broad it is, what is defined as prohibited and/or unlawful police information. Your suggestions are too broad and subjective.

Thoughts?

Pamela Machado,
Barrister & Solicitor

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On Jun 7, 2017, at 9:45 AM, Donald B. Jarvis <DJarvis@filion.on.ca> wrote:

Good Morning Pamela,

Sorry I missed your call yesterday, but I was pulled out of the office from the late afternoon onward.

Your suggestion and approach in the below emails seem reasonable and should address the concerns that have been raised with me by the WRPS. However, just because I am not aware, and wouldn't want to try to identify every specific type of prohibited disclosure to which Donovan (or any other Officer) would be subject following employment cessation, can we broaden the language you are proposing. Indeed, the example of information in police databases that I mentioned in my voicemail--and which you reference in your email below—is but one of the specific categories of information that the Police Service gave to me when we were reviewing this matter.

I would, however, recommend that the WRPS agree to the following clause being added to the end of para. 11 (along with the deletion of the para. in question on page of the Release):

“...will not commence any future proceeding against Donovan of any kind whatsoever that in any way relates to or arises out of the period prior to June 26, 2017, except where such proceeding relates to the prohibited and/or unlawful disclosure of police information acquired by Donovan in the course of her employment.”

This should address the WRPS's concerns and, of course, nothing would preclude Cst. Donovan from asserting that she did not engage in any unlawful or prohibited disclosure. In any event, the parties would be free to argue about that down the road—all of which is highly unlikely and no doubt theoretical.

Following your agreement to the above I will take immediate action to recommend that the Service and Association agree to and execute this Agreement.

Thanks.

Don

From: Machado Law [<mailto:pamela@pmachadolaw.com>]

Sent: June 6, 2017 9:29 PM

To: Donald B. Jarvis

Subject: Re: USE THIS ONE - Resignation Agreement-Amended June 5'17.pdf

To clarify, this would be with the removal of the paragraph on page 7.

thank you

Pamela Machado,
Barrister & Solicitor

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On Jun 6, 2017, at 9:18 PM, Machado Law <pamela@pmachadolaw.com> wrote:

Good Evening Don,

Cst. Donovan does not approve of the amendment as suggested. Please advise whether the Board will resolve as is adding the following to the end of paragraph 11 “but for any breach relating to information gained in the course of police duties from internal police databases during the course of her employment”.

Please advise.

Pamela Machado,
Barrister & Solicitor

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Thank you,

FILION WAKELY THORUP ANGELETTI LLP

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Exhibit 24

INTERNATIONAL PRINCIPLES FOR WHISTLEBLOWER LEGISLATION

**BEST PRACTICES FOR LAWS TO PROTECT
WHISTLEBLOWERS AND SUPPORT
WHISTLEBLOWING IN THE PUBLIC INTEREST**

Transparency International is the global civil society organisation leading the fight against corruption. Through more than 90 chapters worldwide and an international secretariat in Berlin, we raise awareness of the damaging effects of corruption and work with partners in government, business and civil society to develop and implement effective measures to tackle it.

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European Commission - Directorate-General Home Affairs.

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INTERNATIONAL PRINCIPLES FOR WHISTLEBLOWER LEGISLATION

BEST PRACTICES FOR LAWS TO PROTECT WHISTLEBLOWERS AND SUPPORT WHISTLEBLOWING IN THE PUBLIC INTEREST

PREAMBLE

Whistleblowers play an essential role in exposing corruption, fraud, mismanagement and other wrongdoing that threaten public health and safety, financial integrity, human rights, the environment and the rule of law. By disclosing information about such misdeeds, whistleblowers have helped save countless lives and billions of dollars in public funds, while preventing emerging scandals and disasters from worsening.

Whistleblowers often take on high personal risk. They may be fired, sued, blacklisted, arrested, threatened or, in extreme cases, assaulted or killed. Protecting whistleblowers from such retaliation will promote and ease the efficient exposing of corruption, while also enhancing openness and accountability in government and corporate workplaces.

The right of citizens to report wrongdoing is a natural extension of the right of freedom of expression, and is linked to the principles of transparency and integrity. All people have the inherent right to protect the well-being of other citizens and society at large, and in some cases they have the duty to report wrongdoing. The absence of effective protection can therefore pose a dilemma for whistleblowers: they are often expected to report corruption and other crimes, but doing so can expose them to retaliation.

Recognising the role of whistleblowing in corruption-fighting efforts, many countries have pledged to enact whistleblower protection laws through international conventions. And, ever more governments, corporations and non-profit organisations around the world are putting whistleblower procedures in place. It is essential, however, that these policies provide accessible disclosure channels for whistleblowers, meaningfully protect whistleblowers from all forms of retaliation, and ensure that the information they disclose can be used to advance needed reforms.

To help ensure that whistleblowers are afforded proper protection and disclosure opportunities, the principles presented here serve as guidance for formulating new and improving existing whistleblower legislation. They should be adapted to an individual country's political, social and cultural contexts, and to its existing legal frameworks. They take into account lessons learned from existing laws and their implementation in practice, and have been shaped by input from whistleblower experts, government officials, academia, research institutes and NGOs from all regions. These principles will be updated and refined as experiences with legislation and practices continue to unfold.

GUIDING DEFINITION

1. *Whistleblowing* – the disclosure of information related to corrupt, illegal, fraudulent or hazardous activities being committed in or by public or private sector organisations¹ – which are of concern to or threaten the public interest – to individuals or entities believed to be able to effect action.

GUIDING PRINCIPLE

2. *Protected individuals and disclosures* – all employees and workers in the public and private sectors need:
 - accessible and reliable channels to report wrongdoing;
 - robust protection from all forms of retaliation; and
 - mechanisms for disclosures that promote reforms that correct legislative, policy or procedural inadequacies, and prevent future wrongdoing.

SCOPE OF APPLICATION

3. *Broad definition of whistleblowing* – whistleblowing is the disclosure or reporting of wrongdoing, including but not limited to corruption; criminal offences; breaches of legal obligation;² miscarriages of justice; specific dangers to public health, safety or the environment; abuse of authority; unauthorised use of public funds or property; gross waste or mismanagement; conflict of interest;³ and acts to cover up of any of these.
4. *Broad definition of whistleblower* – a whistleblower is any public- or private sector employee or worker who discloses information covered in Principle 3 (above) and who is at risk of retribution. This

¹ Including perceived or potential wrongdoing.

² Including fraudulent financial disclosures made by government agencies/officials and publicly traded corporations.

³ Could also include human rights violations if warranted or appropriate within a national context.

includes individuals who are outside the traditional employee-employer relationship, such as consultants, contractors, trainees/interns, volunteers, student workers, temporary workers and former employees.⁴

5. *Threshold for whistleblower protection: “reasonable belief of wrongdoing”* – protection shall be granted for disclosures made with a reasonable belief that the information is true at the time it is disclosed.⁵ Protection extends to those who make inaccurate disclosures made in honest error, and should be in effect while the accuracy of a disclosure is being assessed.

PROTECTION

6. *Protection from retribution* – individuals shall be protected from all forms of retaliation, disadvantage or discrimination at the workplace linked to or resulting from whistleblowing. This includes all types of harm, including dismissal, probation and other job sanctions; punitive transfers; harassment; reduced duties or hours; withholding of promotions or training; loss of status and benefits; and threats of such actions.
7. *Preservation of confidentiality* – the identity of the whistleblower may not be disclosed without the individual's explicit consent.
8. *Burden of proof on the employer* – in order to avoid sanctions or penalties, an employer must clearly and convincingly demonstrate that any measures taken against an employee were in no sense connected with, or motivated by, a whistleblower's disclosure.
9. *Knowingly false disclosures not protected* – an individual who makes a disclosure demonstrated to be knowingly false is subject to

⁴ Protection shall extend to attempted and perceived whistleblowers; individuals who provide supporting information regarding a disclosure; and those who assist or attempt to assist a whistleblower.

⁵ “Reasonable belief” is defined as when a person reasonably could suspect wrongdoing in light of available evidence.

possible employment/professional sanctions and civil liabilities.⁶ Those wrongly accused shall be compensated through all appropriate measures.

10. *Waiver of liability* – any disclosure made within the scope of whistleblower legislation shall be immune from disciplinary proceedings and liability under criminal, civil and administrative laws, including those related to libel, slander, copyright and data protection. The burden shall fall on the subject of the disclosure to prove any intent on the part of the whistleblower to violate the law.
11. *Right to refuse participation in wrongdoing* – employees and workers have the right to decline to participate in corrupt, illegal or fraudulent acts. They are legally protected from any form of retribution or discrimination (see Principle 6, above) if they exercise this right.
12. *Preservation of rights* – any private rule or agreement is invalid if it obstructs whistleblower protections and rights. For instance, whistleblower rights shall override employee “loyalty” oaths and confidentiality/nondisclosure agreements (“gag orders”).
13. *Anonymity* – full protection shall be granted to whistleblowers who have disclosed information anonymously and who subsequently have been identified without their explicit consent.
14. *Personal protection* – whistleblowers whose lives or safety are in jeopardy, and their family members, are entitled to receive personal protection measures. Adequate resources should be devoted for such protection.

⁶ The burden shall fall on the subject of the disclosure to prove that the whistleblower knew the information was false at the time of disclosure.

DISCLOSURE PROCEDURES

15. *Reporting within the workplace* – whistleblower regulations and procedures should be highly visible and understandable; maintain confidentiality or anonymity (unless explicitly waived by the whistleblower); ensure thorough, timely and independent investigations of whistleblowers' disclosures; and have transparent, enforceable and timely mechanisms to follow up on whistleblowers' retaliation complaints (including a process for disciplining perpetrators of retaliation).⁷
16. *Reporting to regulators and authorities* – if reporting at the workplace does not seem practical or possible, individuals may make disclosures to regulatory or oversight agencies or individuals outside of their organisation. These channels may include regulatory authorities, law enforcement or investigative agencies, elected officials, or specialised agencies established to receive such disclosures.
17. *Reporting to external parties* – in cases of urgent or grave public or personal danger, or persistently unaddressed wrongdoing that could affect the public interest, individuals shall be protected for disclosures made to external parties such as the media, civil society organisations, legal associations, trade unions, or business/professional organisations.⁸
18. *Disclosure and advice tools* – a wide range of accessible disclosure channels and tools should be made available to employees and workers of government agencies and publicly traded companies, including advice lines, hotlines, online portals, compliance offices,

⁷ Employees are encouraged to utilise these internal reporting channels as a first step, if possible and practical. For a guide on internal whistleblowing systems, see *PAS Code of Practice for Whistleblowing Arrangements*, British Standards Institute and Public Concern at Work, 2008.

⁸ If these disclosure channels are differentiated in any manner, the disclosure process in any event shall not be onerous and must allow disclosures based alone on reasonable suspicion (e.g. UK Public Interest Disclosure Act).

and internal or external ombudspersons.⁹ Mechanisms shall be provided for safe, secure, confidential or anonymous disclosures.¹⁰

19. *National security/official secrets* – where a disclosure concerns matters of national security, official or military secrets, or classified information, special procedures and safeguards for reporting that take into account the sensitive nature of the subject matter may be adopted in order to promote successful internal follow-up and resolution, and to prevent unnecessary external exposure. These procedures should permit internal disclosures, disclosure to an autonomous oversight body that is institutionally and operationally independent from the security sector, or disclosures to authorities with the appropriate security clearance. External disclosure (i.e. to the media, civil society organisations) would be justified in demonstrable cases of urgent or grave threats to public health, safety or the environment; if an internal disclosure could lead to personal harm or the destruction of evidence; and if the disclosure was not intended or likely to significantly harm national security or individuals.¹¹

⁹ Individuals seeking advice shall also be fully protected.

¹⁰ In accordance with relevant data protection laws, regulations and practices.

¹¹ “Classified” material must be clearly marked as such, and cannot be retroactively declared classified after a protected disclosure has been made.

RELIEF AND PARTICIPATION

20. *Full range of remedies* – a full range of remedies must cover all direct, indirect and future consequences of any reprisals, with the aim to make the whistleblower whole. This includes interim and injunctive relief; attorney and mediation fees; transfer to a new department or supervisor; compensation for lost past, present and future earnings and status; and compensation for pain and suffering.¹² A fund to provide assistance for legal procedures and support whistleblowers in serious financial need should be considered.
21. *Fair hearing (genuine “day in court”)* – whistleblowers who believe their rights have been violated are entitled to a fair hearing before an impartial forum, with full right of appeal. Decisions shall be timely, whistleblowers may call and cross-examine witnesses, and rules of procedure must be balanced and objective.
22. *Whistleblower participation* – as informed and interested stakeholders, whistleblowers shall have a meaningful opportunity to provide input to subsequent investigations or inquiries. Whistleblowers shall have the opportunity (but are not required) to clarify their complaint and provide additional information or evidence. They also have the right to be informed of the outcome of any investigation or finding, and to review and comment on any results.
23. *Reward systems* – if appropriate within the national context, whistleblowers may receive a portion of any funds recovered or fines levied as a result of their disclosure. Other rewards or acknowledgements may include public recognition or awards (if agreeable to the whistleblower), employment promotion, or an official apology for retribution.

¹² This may also include medical expenses, relocation costs or identity protection.

LEGISLATIVE STRUCTURE, OPERATION AND REVIEW

24. *Dedicated legislation* – in order to ensure clarity and seamless application of the whistleblower framework, stand-alone legislation is preferable to a piecemeal or a sectoral approach.
25. *Publication of data* – the whistleblower complaints authority (below) should collect and regularly publish (at least annually) data and information regarding the functioning of whistleblower laws and frameworks (in compliance with relevant privacy and data protection laws). This information should include the number of cases received; the outcomes of cases (i.e. dismissed, accepted, investigated, validated); compensation and recoveries (maintaining confidentiality if the whistleblower desires); the prevalence of wrongdoing in the public and private sectors; awareness of and trust in whistleblower mechanisms; and time taken to process cases.
26. *Involvement of multiple actors* – the design and periodic review of whistleblowing laws, regulations and procedures must involve key stakeholders including employee organisations, business/employer associations, civil society organisations and academia.
27. *Whistleblower training* – comprehensive training shall be provided for public sector agencies and publicly traded corporations and their management and staff. Whistleblower laws and procedures shall be posted clearly in public and private sector workplaces where their provisions apply.

ENFORCEMENT

28. *Whistleblower complaints authority* – an independent agency shall receive and investigate complaints of retaliation and improper investigations of whistleblower disclosures. The agency may issue binding recommendations and forward relevant information to regulatory, investigative or prosecutorial authorities for follow-up. The agency shall also provide advice and support, monitor and review whistleblower frameworks, raise public awareness to encourage the use of whistleblower provisions, and enhance cultural acceptance of whistleblowing. The agency shall be provided with adequate resources and capacity to carry out these functions.
29. *Penalties for retaliation and interference* – any act of reprisal for, or interference with, a whistleblower’s disclosure shall be considered misconduct, and perpetrators of retaliation shall be subject to employment/professional sanctions and civil penalties.¹³
30. *Follow-up and reforms* – valid whistleblower disclosures shall be referred to the appropriate regulatory agencies for follow-up, corrective actions and/or policy reforms.

¹³ Criminal penalties may also apply if the act of retaliation is particularly grievous (i.e. intentionally placing the whistleblower’s safety or life at risk). This would depend on a country’s particular context, and should be considered as a means to establish proportionate sanctions only when needed.

ACKNOWLEDGEMENTS

Transparency International would like to thank the many people and organisations that provided valuable input to these Principles, including:

Batory Foundation
Blueprint for Free Speech
Prof. AJ Brown, Griffith University
Canadians for Accountability
Franz Chevarria
Commonwealth Human Rights Initiative
European Federation of Journalists
Federal Accountability Initiative for Reform
Prof. Marie Ghantous, Lebanese Center for International Studies
Government Accountability Project
Prof. Keith Henderson, American University
K-Monitor Watchdog for Public Funds
Pierre Landell-Mills, Partnership for Transparency Fund
Prof. David Lewis, Middlesex University
Chris Moll, Lexchange
Auwal Ibrahim Musa, Civil Society Legislative Advocacy Centre
Anna Myers
Open Democracy Advice Centre
Open Society Justice Initiative
Project on Government Oversight
Public Concern at Work
Paul Stephenson
Julio Bacio Terracino, OECD
Prof. Wim Vandekerckhove, University of Greenwich
Prof. Robert Vaughn, American University
Whistleblower-Netzwerk
Whistleblowers Australia
Yemeni Observatory for Human Rights

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Exhibit 25

Edmonton

Dismissed RCMP officer ordered reinstated

CBC News · Posted: Mar 19, 2004 5:48 PM EST | Last Updated: March 19, 2004

Bob Stenhouse, forced from the RCMP four years ago after he leaked biker gang strategy to a journalist, has been granted a new hearing.

The federal court set aside the Edmonton officer's dismissal, saying the RCMP did not fairly investigate and prosecute the internal complaint against him.

"The day I handed in my badge was a dark day," Stenhouse said Friday, choked with emotion.

Four years ago, he admitted giving documents about the RCMP's biker gang strategy to journalist Yves Lavigne, who quoted the information in a book.

He says he was frustrated by the way the police service was handling crime committed by the Hells Angels, that it amounted to a public relations exercise rather than policing. He argued that he was trying to get the RCMP to pursue the biker gangs more aggressively.

He says he's seen a change in RCMP biker gang policies since then.

But the RCMP wasn't pleased with the leak and ordered an internal disciplinary hearing, which removed Stenhouse from the force in 2002.

He fought his dismissal and Federal Court Justice Michael Kelen ruled that he didn't get a fair hearing. Kelen said the initial review committee should have allowed documents that showed RCMP Commissioner Giuliano Zaccardelli was inappropriately involved in the case. He corresponded with the committee reviewing Stenhouse's case.

"I would like to cross examine the commissioner. I would like to have the opportunity to cross examine some very senior executives that have shown in the documents that the RCMP had some responsibility in this whole drama, when I brought my frustrations to them in the first place," Stenhouse said.

RCMP Staff Sgt. Paul Marsh says it's important to note that Kelen ruled that the so-called whistle-blowers' defence doesn't apply in Stenhouse's case.

"I'm speaking in general terms here," Marsh said. "We can't have employees willy nilly deciding to leak information to outside sources. It would compromise investigations, it could compromise national security."

Kelen ordered that Stenhouse, who had spent 20 years with the RCMP, be reinstated and get a new hearing.

If the RCMP doesn't appeal the ruling, he will be reinstated at his staff sergeant rank, but remain under suspension. Stenhouse, who started a consulting business in Edmonton, says he doesn't know if he wants to return to the RCMP.

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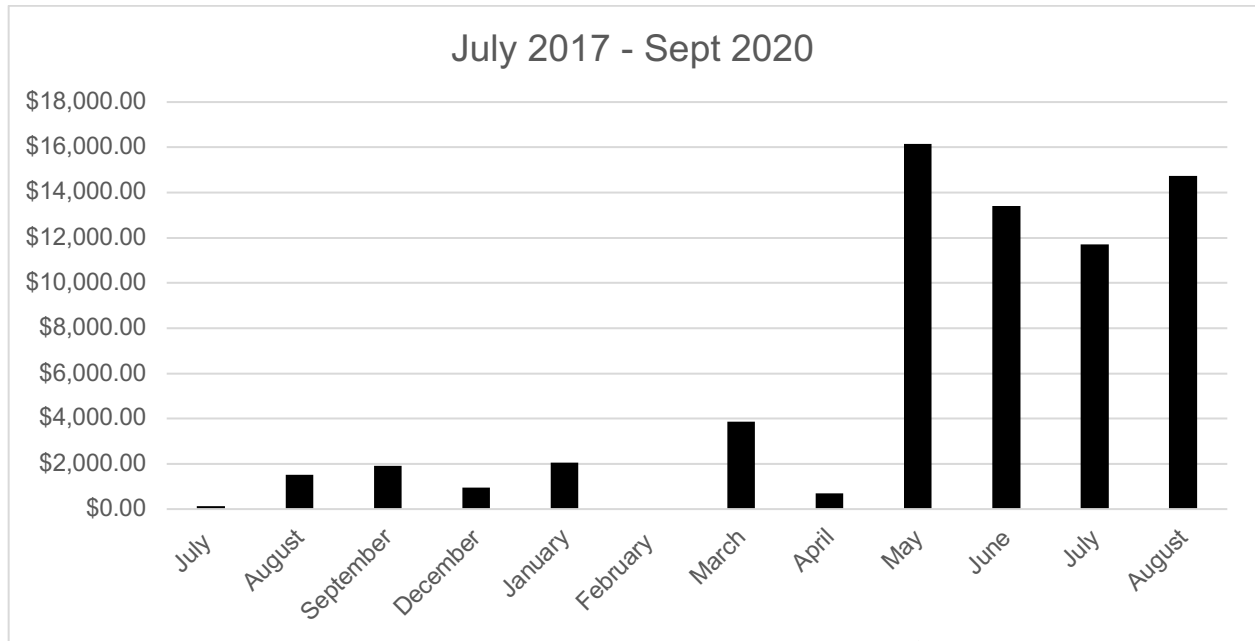
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Exhibit 26

Legal Fees to paid for matters between
applicant Board & Ms. Donovan



Civil suit filed
May 9, 2018