

FEDERAL COURT
PROPOSED CLASS PROCEEDING

Between

CHERYL TILLER, MARY- ELLEN COPLAND AND DAYNA ROACH

Plaintiffs

And

HER MAJESTY THE QUEEN

Defendant

Brought pursuant to the *Federal Courts Rules*, SOR/98-106

Affidavit of Dayna Roach

I, Dayna Roach, of the City of Lloydminster, in the Province of Alberta, SWEAR THAT:

1. I have knowledge of the facts and matters deposed to in this affidavit. Where facts are not within my personal knowledge, I have stated the source of my information and I believe those facts to be true.

My Role within the RCMP

2. The Royal Canadian Mounted Police ("RCMP") provides contract policing services to various municipalities, including the municipality of Lloydminster ("Lloydminster Detachment"). In the Lloydminster Detachment, some of the RCMP's administrative functions are performed by municipal employees. These municipal employees are paid by the municipality but otherwise work directly with the RCMP in the Lloydminster Detachment and are fully integrated into the RCMP work environment.

3. In or about September of 2003, I first began working as a municipal employee with the Lloydminster Detachment. Beginning in May 2009, I worked in the position of Office Manager. As Office Manager, I was tasked with supervising all municipal employees in the Lloydminster Detachment, approximately 23 in total. I held this position until July of 2017.

The Harassment

4. In or about October of 2013, I met Inspector Suki Manj ("Insp. Manj") when he was interviewed for the position of Detachment Commander of the Lloydminster Detachment. In or about November of 2013, Insp. Manj accepted the position as Officer in Charge of the Lloydminster Detachment (he later accepted the role as Detachment Commander).

5. When Insp. Manj started his employment at the Lloydminster Detachment in or about July of 2014, I developed a friendly relationship with Insp. Manj.

6. Within a couple of months, Insp. Manj began calling me at home, after work hours, to vent about workplace issues and to ask intrusive questions about my personal life. These calls progressively increased in both frequency and intensity. His questioning about my personal life made me feel uncomfortable and caused me a great amount of stress.

7. Beginning in or around January of 2015, Insp. Manj started making sexist comments towards me while at work and sometimes during calls to me. For example, he made comments that colleagues or clients had a "crush" on me or were "undressing me with their eyes." These comments were embarrassing and made me feel uncomfortable and undeserving of respect.

8. Beginning in the summer of 2015, I decided to distance myself from Insp. Manj for my personal well-being.

9. After I distanced myself from Insp. Manj, I faced repercussions. He would embarrass me in front of my colleagues, demean my work, and yell at me. He was often so angry with me that I was afraid of him.

10. In the Spring of 2016, I learned from colleagues that Insp. Manj was asking around about my personal life and, in particular about, my relationship with Constable Mark Freeman ("Cst. Freeman"). The rumour was that I was having an affair with Cst. Freeman.
11. I was humiliated and embarrassed to learn about Insp. Manj's rumour-mongering and concerned about the impacts this was having on my professional reputation. I felt it undermined my authority.
12. While my personal life was becoming a subject of conversation and rumour at the Lloydminster Detachment, I never heard any negative comments made to or about Cst. Freeman. I felt that I was being unfairly singled out because I was a woman.
13. I was ultimately subjected to months of verbal abuse, demeaning conduct and sexist comments by Insp. Manj.
14. I felt that no effective dispute resolution mechanisms existed for municipal employees with the RCMP. I felt like there was nowhere I could go for help.
15. I was unwilling to make a written formal complaint against Insp. Manj. I felt intimidated and fearful about the retaliation I would face if I filed a formal complaint.
16. As a consequence of the harassment that I experienced at the hands of Insp. Manj, I experienced extreme stress, anxiety and depression. I felt helpless.
17. On or about May 23, 2016, I saw my doctor who advised me to take a stress leave from work. I subsequently sought therapy which caused significant emotional and financial strain on me and my family.
18. On or about June 27, 2016, I returned to work following stress leave.
19. Upon my return, I was immediately subjected to substantial retaliatory abuse. For example, coworkers with whom I had previously enjoyed a warm working relationship now averted their eyes when I entered a room; they refused to talk to me and ignored me.

20. I felt unwelcome and uncomfortable.

21. In or about July of 2016, I filed a formal harassment complaint with the RCMP against Insp. Manj. While I had previously lacked the confidence to put my complaints in writing, Insp. Manj's verbal abuse and demeaning behaviour had increased in frequency, and I felt that I had no other option.

22. I still suffer from anxiety. I have also been diagnosed with Post Traumatic Stress Disorder by my psychologist.

Class Proceedings

23. I understand that this case is a proposed class proceeding. I have reviewed the Statement of Claim, the materials prepared for the contested certification application, the proposed settlement agreement and the Notice of Motion in support of this application for consent certification.

24. I understand that the primary settlement Class is defined as "all current and former living Municipal Employees, Regional District Employees, employees of non-profit organizations, volunteers, Commissionaires, Supernumerary Special Constables, consultants, contractors, public service employees, students, members of integrated policing units and persons from outside agencies and police forces, and similarly situated individuals, who are female or publicly identify as female and worked with the RCMP during the Class Period, excluding individuals who are primary class members in *Merlo and Davidson v. Her Majesty the Queen*, Federal Court Action Number T-1685-16 and class members in *Ross, Roy, and Satalic v. Her Majesty the Queen*, Federal Court Action Number T-370-17 or *Association des membres de la police montée du Québec inc., Gaétan Delisle, Dupuis, Paul, Lachance, Marc v. HMTQ*, Quebec Superior Court Number 500-06-000820-163".

25. I also understand that there is a settlement class of secondary Class Members who have a derivative Claim in accordance with applicable family law legislation arising from a family

relationship with a primary Class Member.

26. I am a primary Class Member in this action. I am a female who worked with the RCMP as a municipal employee during the Class Period (which I understand is between September 16, 1974 and the date this Court approves the settlement), and I am not a primary class member in *Merlo and Davidson v. Her Majesty the Queen* or a class member in *Ross, Roy, and Satalic v. Her Majesty the Queen* or *Association des membres de la police montée du Québec inc., Gaétan Delisle, Dupuis, Paul, Lachance, Marc v. HMTQ*.

Representative Plaintiff

27. I understand the major steps involved in a class action. I also understand what it means to be a Representative Plaintiff and the responsibilities that come with that title.

28. I consent to acting as a representative plaintiff in this proceeding.

29. I understand that, in agreeing to seek and accept an appointment by the Federal Court as a representative plaintiff, it is my responsibility to act in the best interests of the Class as a whole.

30. To date, I have been actively involved in this case. I have taken the following steps to fairly and adequately represent the interests of Class Members:

a. I retained Patrick B Higgerty, QC of Higgerty Law who I understand is working with Klein Lawyers to prosecute this litigation and obtain a fair settlement for Class Members;

b. I reviewed and discussed the Statement of Claim with my lawyers. I understand the Statement of Claim to be a document that sets out a summary of the allegations we hope to prove at trial;

c. I was in communications with my lawyers regarding the contested certification application and provided them with the information required to prepare my affidavit, which I later reviewed and had sworn;

d. I was in communications with my lawyers during the settlement

negotiations and expressed my opinions and gave my consent as appropriate;

e. I reviewed the proposed Litigation Plan, which I understand is to be used as a proposal for how my lawyers plan to move this proceeding forward and give notice to the Class about the lawsuit and the proposed settlement. The proposed Litigation Plan looks reasonable to me. It is attached as Exhibit "A"; and

f. I provided the information necessary for this affidavit and have reviewed it for accuracy.

31. I will continue to fairly and adequately represent the interests of the Class by regularly discussing this lawsuit with my lawyers and instructing them as necessary. I will also ensure through my lawyers that the Class is kept informed of developments in the settlement approval process and, if approved, in the settlement claims process. And I will make myself available for court processes as required.

32. My Retainer and Contingency Fee Agreement with Higgerty Law provides that the legal fee paid to Higgerty Law will be 33.33% of the amount awarded to the Class in settlement or judgment, plus disbursements, interest on disbursements and applicable taxes. A copy of this agreement is attached as Exhibit "B".

33. I am aware that if this lawsuit is certified as a class proceeding, this Court will certify questions of fact or law that are common to Class Members.

34. I understand that the proposed common questions for certification for settlement purposes is whether the Defendant is liable to the Class. I am not aware of any conflict between my interests and the interests of the proposed Class Members with respect to this common question.

35. I have no personal knowledge of the size of the proposed Class.

36. Based on my understanding of the matters at issue on this application, I know of no fact relevant to this application that has not been disclosed in my affidavit.

This is Exhibit "A" referred to in the Affidavit of Dayna Roach sworn before me this 4th day of April 2019



A Notary Public/Commissioner of taking Affidavits in the Province of Alberta

STEPHANIE L. DOBSON
a Notary Public/Commissioner for
Oaths in and for the Province of Alberta.
Being a Barrister and Solicitor.

FEDERAL COURT

PROPOSED CLASS PROCEEDING

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CHERYL TILLER, MARY-ELLEN COPLAND AND DAYNA ROACH

Plaintiffs

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Defendant

Brought pursuant to the *Federal Courts Rules*, SOR/98-106

LITIGATION PLAN OF THE PLAINTIFFS

I. INTRODUCTION

1. The *Federal Courts Rules*, SOR 98/106 require that a representative plaintiff prepare a plan for the proceeding that sets out a workable method of advancing the proceeding on behalf of the class and of notifying class members as to how the proceeding is progressing.
2. Subject to issues of scheduling and appeals, the Plaintiffs propose that this proceeding be conducted in accordance with this draft Litigation Plan. The Litigation Plan is subject to revision by this Court.

3. The action is a proposed class proceeding. The Plaintiffs allege, on behalf of the Class, that the Defendant was negligent and in breach of the *Canadian Charter of Rights and Freedoms*, the *Charter of Human Rights and Freedoms* and the *Civil Code of Quebec* in failing to ensure that Primary Class Members could work in an environment free of gender and sexual orientation based harassment and discrimination.

4. The Plaintiffs seek general damages; special damages; exemplary and punitive damages; damages pursuant to the *Canadian Charter of Rights and Freedoms*, Part I of the *Constitution Act, 1982*, being Schedule B to the *Canada Act 1982 (UK)*, 1982, c 11; punitive damages pursuant to the *Charter of Human Rights and Freedoms*, CQLR c C-12 and the *Civil Code of Quebec*, CQLR c C-1991; damages equal to the costs of administering the plan of distribution; and damages pursuant to the *Family Law Act*, RSO 1990, c F3 and comparable legislation in other provinces and territories.

5. The action has, subject to Court approval, been settled by the parties.

6. The settlement Class is comprised of all current and former living municipal employees, regional district employees, employees of non-profit organizations, volunteers, Commissionaires, Supernumerary Special Constables, consultants, contractors, public service employees, students, members of integrated policing units and persons from outside agencies and police forces, and similarly situated individuals, who are female or publicly identify as female and who worked with the RCMP during the Class Period, excluding individuals who are primary class members in *Merlo and Davidson v. Her Majesty the Queen*, Federal Court Action Number T-1685-16 and class members in *Ross, Roy, and Satalic v. Her Majesty the Queen*, Federal Court Action Number T-370-17 or *Association des membres de la police montée du Québec inc., Gaétan Delisle, Dupuis, Paul, Lachance, Marc v. HMTQ*, Quebec Superior Court Number 500-06-000820-163. The Class Period is between September 16, 1974 and the date this Court approves the settlement.

7. There is also a secondary settlement class of all persons who have a derivative claim in accordance with applicable family law legislation arising from a family relationship with a Primary Class Member.

II. CLASS COUNSEL

8. The Plaintiffs and putative Class Members are represented by the law firms Klein Lawyers LLP and Higgerty Law (collectively “Class Counsel”). Class Counsel have extensive experience litigating class actions and negotiating the settlement of class actions.

9. Class Counsel are currently counsel in a number of high profile class actions, and Klein Lawyers was Class Counsel in *Merlo and Davidson v. Her Majesty the Queen*, the first class action against the RCMP on behalf of female RCMP Members who were harassed and discriminated against in the workplace because of their gender or sexual orientation.

10. Class Counsel have the requisite skill, experience, personnel and financial resources to prosecute this action, obtain approval of the proposed settlement, communicate with and receive communications from Class Members, and to oversee the settlement claims process on behalf of the Class.

III. REPORTING TO AND COMMUNICATING WITH PUTATIVE CLASS MEMBERS

11. Class Counsel will develop webpages on their websites (www.higgertylaw.ca and www.callkleinlawyers.com) where information about this action and the proposed settlement will be posted. Through these online postings, Class Members will be kept apprised of the progress of the settlement approval process and will receive guidance on how to make a claim to the settlement if the settlement is approved by this Court. The webpages will also provide Class Members with access to publicly filed Court documents, Court orders and decisions, notices, documentation, and other information relating to the action and the settlement.

12. The online postings will provide Class Counsel’s contact information, so Class Members can submit questions to Class Counsel and speak directly with Class Counsel as necessary.

IV. NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL HEARING & OPT-OUT PROCEDURE

13. If the action is certified on consent for settlement purposes, and the proposed Notice and Notice Plan are approved by this Court, the Notice of Certification and Settlement Approval Hearing will be published pursuant to the Notice Plan. The Notice will advise Class Members that the Class has been certified and will advise Class Members how to opt-out of the Class. The Notice will also advise Class Members of the proposed settlement and of the date of the Settlement Approval Hearing. It will further advise Class Members how they can object to the settlement.

14. Class Members will have 70 days from this Court's approval of the Notice Plan to opt-out of the Class.

V. SETTLEMENT APPROVAL HEARING

15. The parties will ask the Court to set a date for a motion to approve the proposed Settlement Agreement and Class Counsel fees.

16. If the Settlement Agreement is approved, a Notice of Settlement Approval will be published pursuant to the Notice Plan. Both the Notice and the Notice Plan will need to be approved by this Court. The Notice will advise Class Members that the settlement has been approved and will advise Class Members how to make claims to the settlement.

17. Class Members will be given the opportunity to submit claims to the settlement under the independent claims process established by the Settlement Agreement. The Claims period is 6 months.

18. An Assessor will review the Claims and for each Claim determine: whether a Claimant has established that she is a Class Member, whether she is entitled to compensation pursuant to the terms of the settlement and, if so, the category of compensation to which she is entitled.

19. The Assessor will be chosen by the parties.

20. A claims' Administrator will administer the settlement. The Administrator will be chosen by the parties and will need to be approved by this Court.

21. As set out in the Settlement Agreement, all administrative and notice costs will be paid by the Defendant, subject to Court approval.

VI. REVIEW OF THE LITIGATION PLAN

22. The Litigation Plan will be reviewed periodically by counsel and revised as appropriate pursuant to the continuing case management authority of this Court.

23. Although no post-certification motions other than those indicated in this plan are currently anticipated, additional motions may be required and will be scheduled as appropriate.

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TO: DEPARTMENT OF JUSTICE CANADA

Donnaree Nygard

Mara Tessier

Jennifer Chow

British Columbia Regional Office

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Fax: (604) 666-2639

Lawyers for the Defendant,
Her Majesty the Queen

This is Exhibit "B" referred to in the
Affidavit of Dayna Roach sworn
before me this 4th day of April 2019



A Notary Public/Commissioner of
taking Affidavits in the Province of
Alberta

STEPHANIE L. DOBSON
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**CONTINGENCY FEE AGREEMENT
REPRESENTATIVE PLAINTIFF
(CLASS PROCEEDING)**

THIS AGREEMENT MADE THE 5 DAY OF April, 2017.

BETWEEN:

HIGGERTY LAW
Suite 101, 440 - 2nd Ave SW
Calgary, Alberta T2P 5E9

(the "Lawyers")

AND:

Dayna Roach
3702-56 Ave Lloydminster, Alberta T9V1K8

(the "Client")

WHEREAS the Client wishes to retain the Lawyers to pursue recovery of a claim through a Class Action against the Royal Canadian Mounted Police ("RCMP") for harassment and/or discrimination whether gender based or not, to which municipal employees acting as support staff for the RCMP have been subjected (the "Claim").


AND WHEREAS the Lawyers have agreed to act on behalf of the class on the terms set forth below, and the Client wishes be a Representative Plaintiff in the Class Action for the Claim and to instruct the Lawyers to proceed with the Claim on the terms hereinafter set forth;

AND WHEREAS the Client and the Lawyers' desire to make an agreement respecting the amount and manner of payment of the Lawyers fees;

NOW THEREFORE IT IS AGREED BETWEEN THE Client AND THE LAWYERS AS FOLLOWS:

1. The Client agrees to be a Representative Plaintiff in the Class Action for the Claim and does hereby employ and retain the Lawyers to pursue recovery of the Claim and agrees to instruct them as required from time to time. The Lawyers agree to pursue recovery of the Claim through a Class Action and to act in the best interests of the Client and those represented by the Client, and the Client authorizes the Lawyers to take any proceedings or do any acts which in their opinion may be necessary or advisable for this purpose and to generally act as counsel in the matters as the Lawyers may deem expedient and proper. The Client agrees that the Lawyers are authorized to speak to the media about the case without revealing the Client's identity unless specifically authorized in advance. It is agreed that the Lawyers may not settle this case without the approval of the Client and/or the court and that the Client shall negotiate only through the offices of the Lawyers. The Lawyers may, in the Lawyers' absolute discretion, withdraw at any time from from this engagement.

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2. The Client agrees that the Lawyers should be paid a fee for rendering the services, of **33 1/3%** of any recovery (excluding "costs and expenses", defined below) on the Claim or a 3 times Lawyers fees based on their time spent and applicable hourly rate(s), whichever is greater, and/or as may be ordered by the court after this date in compensation for the Claim. If it is intended that there be more than one representative plaintiff for the Claim under separate contingency fee agreement(s) with the Lawyers, then such fee shall be paid only once. It is also understood and agreed that if the Lawyers are also class member counsel providing services in relation to individual class member claims then they are also entitled to be compensated for doing so as permitted by the Court. However, **the Lawyers are not entitled to any fees if the class members do not receive compensation for the Claim.**
3. **NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN THE EVENT OF NO RECOVERY IN RELATION TO THE CLAIM, THE CLIENT SHALL OWE THE LAWYERS NOTHING FOR SERVICES RENDERED OR FOR THE "COSTS AND EXPENSES" (DEFINED BELOW) AND INCURRED BY THE LAWYERS PURSUANT TO PARAGRAPH 4 BELOW.**
4. The Lawyers shall pay all disbursements, costs, expenses and taxes, including applicable Goods and Services Tax, (collectively "costs and expenses"), for settlement or trial of the Claim and the preparation therefor, and the Client shall not be responsible to pay such costs and expenses; except that **if recovery of funds in relation to the Claim is made, the Lawyers, in addition to being paid fees payable pursuant to this agreement, shall be paid from the recovery all reasonable costs and expenses,** and the Client hereby authorizes the Lawyers to deduct all amounts payable pursuant to this agreement from any funds recovered in relation to the Claim. These costs and expenses typically include trust transfer fees, telephone charges, messenger charges, postage and courier charges, computer research charges, file software subscription charges, word-processing charges, travel expenses, all filing charges, court filing fees, court reporter fees for examinations and transcripts, witness fees, expert fees and fees for service of legal process, any and all interest charges (including for the Lawyers' financing of such costs and expenses) thereon, plus printing, scanning and reproduction costs. With respect to printing, scanning and reproduction costs, the Lawyers will charge, at the Lawyers' option, either: i) what the Lawyers view to be the prevailing rate per page (a rate for black and white and a higher rate for colour) for each; or ii) 2.5% of our fees (before GST) on each invoice. Such costs and expenses may also include interest charges on loan(s) the Lawyers may secure to finance such costs and disbursements but only to the extent recovered from another party(ies) or such loans may be approved by the Client in advance. Prior to recovery on the Claim, the Lawyers may from time to time invoice and be paid for disbursements and other charges to the extent the Lawyers may be reimbursed for such by one or more third parties such as one or more defendants, and/or their insurance companies and adjusters. 
5. On recovery in relation to the Claim the Client shall also pay to the Lawyers the Goods and Services Tax ("GST") levied on the Lawyers' fees and on all costs and expenses payable under this agreement.
6. The Client agrees that the Lawyers have the ability to retain other counsel, and their fees, costs and expenses are included in those provided by this Agreement.
7. The Client agrees that the Lawyers have made no promise or guarantee regarding the outcome of the Claim. The Client acknowledges that any monies expended by the Client

forming part of the Claim may not be recovered and that the Client may be subject to payment of court costs in an action on the Claim, and the Client hereby agrees to accept such risks. Furthermore, in the event that security for costs are ordered by the Court of Queen's Bench of Alberta in relation to a legal action for the Claim, such security shall be posted by the Client pursuant to the order.

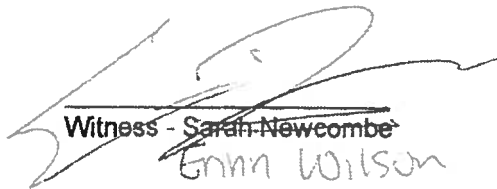
8. It is understood and agreed that the Lawyers shall have full authority in the conduct of the file, but shall not settle or compromise the legal position of the Client without first obtaining the consent of the Client and/or approval by Order of the Court.
9. Respecting any portion of funds in relation to the Claim awarded, recovered or settled for court costs the Lawyers shall receive 33 1/3% of such costs or as otherwise allocated by the court and:
 - i) such costs are intended to be a complete or partial reimbursement of the Lawyers' charges to the Client;
 - ii) such costs are owned by the Client and that by signing this contingency fee agreement the Client is waiving the right to any amount from the costs award that is payable to the Lawyers in accordance with subclause (iv) of this paragraph 9;
 - iii) the amount from such costs retained by the Lawyers will be in addition to the Lawyers' fee as set out in paragraph 2 above; and,
 - iv) the percentage of such costs that the Lawyers may receive may not exceed the percentage of the judgment or settlement that the Lawyers are entitled to.
10. Upon any funds recovered on the Claim becoming payable, the Client hereby assigns such funds and the Claim to the Lawyers as a first charge. Further, for any funds howsoever becoming payable in relation to the Claim, the Client hereby absolutely and irrevocably assigns to the Lawyers that portion of such funds as may become payable to the Lawyers under this agreement and the Lawyers may at any time provide notice of this assignment to such party or parties as may be or become liable for such payment.
11. Provided the Lawyers are not retained for Class Members in the Claim, the Lawyers' trust accounting for the Claim will specify the Representative Plaintiff(s) and/or his/her /their designated committee as the sole client(s) who/which may collect funds, including cheques made out to the Lawyers, to cover costs and expenses.
12. It is the intention of the parties that this Contingency Fee Agreement is applicable to the initial litigation of the Claim only. Should the Claim proceed to an Appeal, this Contingency Fee Agreement will not apply to the Appeal portion of the matter, and a separate Contingency Fee Agreement would be required and have to be agreed upon between the parties.
13. If the Client gives notice in writing to the Lawyers within 5 days after the Client's copy of this Contingency Fee Agreement is served on the Client, the Client may terminate this Contingency Fee Agreement, without incurring any liability for the Lawyers' fees, but the Client is liable to reimburse the Lawyers for reasonable disbursements.
14. If this contingency fee agreement is entered into pursuant to an engagement agreement between the parties, the terms of such engagement agreement shall constitute and form a part of this contingency agreement, except to the extent they conflict with this

contingency fee agreement. The above recitals shall also form and constitute a part of this contingency agreement.

15. AT THE REQUEST OF THE CLIENT, A REVIEW OFFICER OF THE COURT MAY REVIEW EITHER OR BOTH THIS CONTINGENCY FEE AGREEMENT AND ANY CHARGES OF THE Lawyers IN AN ACCOUNT RENDERED UNDER THIS CONTINGENCY FEE AGREEMENT, AND EITHER OR BOTH THIS CONTINGENCY FEE AGREEMENT OR ANY CHARGES OF THE Lawyers MAY BE FURTHER REVIEWED BY WAY OF AN APPEAL FROM A REVIEW OFFICER'S DECISION TO A JUDGE. WITHOUT LIMITING THE FOREGOING, THE LAWYERS' CHARGES UNDER THIS CONTINGENCY FEE AGREEMENT MAY BE REVIEWED IN ALBERTA AT THE REQUEST OF EITHER THE CLIENT OR THE LAWYERS.

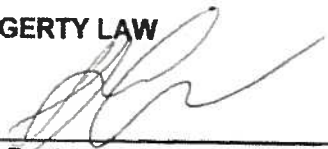
16. This agreement may be executed as single two signature document(s) or as two separate single signature documents (counterparts) and delivered by hand to the address or by email or fax transmission. For such purpose or to provided any other notices contemplated by this agreement, the address, email address or fax number of each party to be used shall be as noted in the parties clause above or as noted in subsequent notice of one party to the other.

IN WITNESS WHEREOF THE PARTIES HAVE HEREUNTO AFFIXED THEIR SIGNATURES AS OF THE DATE FIRST ABOVE WRITTEN.


Witness - Sarah Newcombe
Erinn Wilson


Client Signature

HIGGERTY LAW


Per: Patrick B. Higgerty, Q.C
or Clint G. Docken, Q.C

Per. Elinor