

# Nishnawbe-Aski Legal Services Corporation

ᐱᐱᐱᐱᐱᐱ ᐱᐱᐱᐱ ᐱᐱᐱᐱᐱᐱ ᐱᐱᐱᐱᐱᐱᐱᐱᐱᐱ  
L \*rCLr\*Δᐱ

March 28, 2023

PRIVATE AND CONFIDENTIAL

Ms. Sheba Fox  
261 Shuniah Street  
Thunder Bay, ON P7A 3A1

Dear Sheba:

Further to our recent discussions, this letter confirms that your employment with Nishnawbe-Aski Legal Services Corporation ("NALSC") is being terminated due to a restructuring effective March 31, 2023 (Termination Date).

On the next payroll you will receive your wages through March 31<sup>st</sup> including any accrued but unused vacation pay. You will also receive a lump sum payment representing 26 weeks of pay. You will continue to be enrolled in the health benefits plan and receive your eight (8) weeks of statutory termination pay until May 31, 2023 at which time your benefits will cease unless you accept the Enhanced Severance Offer outlined below. Please note that the above payments fully satisfy your entitlements pursuant to the *Employment Standards Act, 2000*.

## Enhanced Severance Offer

In recognition of your service and contributions to NALSC, we are prepared to offer you 52 weeks of pay, inclusive of the statutory amounts outlined above, as well as health benefits for this period. For further clarity, you will receive a salary continuance for a further 18 weeks beyond May 31, 2023 including health and dental benefits. However, certain benefits will not be extended by the benefit administrator and adjusted accordingly. Please contact the CINUP benefit administrator for more information and to make arrangements to convert this plan to a personal one.

In order to accept the Enhanced Severance Offer, we ask that you sign and return the enclosed Full and Final Release by March 31, 2023.

### Mailing Address:

1805 Arthur St. East  
Unit 100  
Thunder Bay, ON  
P7E 2R6

Tel: (807) 622-1413  
Fax: (807) 622-3024

Email: [info@nanlegal.on.ca](mailto:info@nanlegal.on.ca)

Website:

<http://www.nanlegal.on.ca>



### Head Office:

138b Mission Rd. Fort William  
First Nation, ON P7J 1K7



**FULL AND FINAL RELEASE**

**IN CONSIDERATION** of the terms and conditions outlined in the letter dated March 28th, 2023, and for good and valuable consideration, the sufficiency and adequacy of which is herein acknowledged, I, **Sheba Fox**, (which term includes my heirs, executors, administrators and assigns) hereby release and forever discharge Nishnawbe-Aski Legal Services Corporation (hereinafter referred to as "NALSC"), which term includes its related, subsidiary or affiliated companies, and any and all of their and its respective officers, directors, agents and employees and their and its respective heirs, personal representatives, successors and assigns and assigns, from any actions, causes of action, debts, liabilities, claims, demands and complaints of any kind which have existed, exist now or may in the future exist by reason of any matter or thing existing as of the date hereof and without limiting the generality of the foregoing, with respect to or arising out of my hiring by NALSC, employment with NALSC, resignation from employment or termination from that employment including without limiting the generality of the foregoing, any claim for wages, holiday pay, vacation pay, overtime pay, bonus payment, commissions, right to reinstatement, benefit entitlements, notice of termination or payment in lieu of notice, severance pay, or any other employment benefit whatsoever whether arising pursuant to statute, including, but not limited to, the *Employment Standards Act, 2000* (Ontario), the *Human Rights Code* (Ontario), the *Occupational Health and Safety Act* (Ontario), the *Canada Labour Code*, the *Canadian Human Rights Act*, at common law, or otherwise.

**I FURTHER AGREE** not to make any claim or take any proceedings, including third party proceedings or cross-claims, against any person or corporation with respect to any matters that have arisen between myself and NALSC up to the present time on which any claim could arise against NALSC for contribution or indemnity or other relief.

**I HEREBY INDEMNIFY AND SAVE HARMLESS NALSC** from any and all claims or demands under the *Income Tax Act* (Canada) and/or the *Employment Insurance Act* (Canada) arising out of

or in any way connected with any payment made during my employment by NALSC or in connection with the resignation or termination of my employment from NALSC.

**I HEREBY CONFIRM** that I have not yet and I agree that I will not file any complaint under the Ontario *Human Rights Code*, the *Occupational Health and Safety Act*, or *Canadian Human Rights Act* in connection with my employment with, or termination of employment from, NALSC.

**I HEREBY COVENANT AND AGREE** that I will not file any complaint or make any claim under the *Employment Standards Act, 2000* or *Canada Labour Code* including without limitation, any claim or complaint for or concerning severance pay, pay in lieu of notice, unjust dismissal, overtime or vacation pay and, in particular, under Sections 57 and 58 of the *Employment Standards Act, 2000* (Ontario).

**I HEREBY ACKNOWLEDGE AND AGREE** that the purpose of this Final Release and Indemnity is to make full and final compromise, adjustment and settlement of all claims as aforesaid.

**I HEREBY ACKNOWLEDGE AND AGREE** that the payments provided for herein are not an admission of liability and that NALSC expressly denies any liability.

**I HEREBY ACKNOWLEDGE AND AGREE** that the terms of this Final Release and Indemnity are confidential and that I agree not to disclose any such terms to any person save and except for my immediate family, professional advisors, or as may be required by law.

**I HEREBY AGREE** not to make or join or assist in the making of any oral or written communication disparaging NALSC or any member thereof or its businesses, services or practices. I make this agreement on the understanding that the NALSC has similarly agreed that its officers acting in their official capacity shall not make any such statements about me.

**I HEREBY ACKNOWLEDGE AND AGREE** that I do execute this Final Release and Indemnity voluntarily with full knowledge of its terms and conditions and I confirm that I have obtained independent

legal advice or have had the opportunity to obtain independent legal advice with respect to this settlement and I confirm that I voluntarily accept the payments provided for herein.

**IN WITNESS WHEREOF, I, Sheba Fox, do execute this Final Release and Indemnity in**

\_\_\_\_\_ (location) on the \_\_\_\_\_ day of \_\_\_\_\_ (month), 2023.

**SIGNED, SEALED and DELIVERED** )  
In the presence of )

\_\_\_\_\_ )  
\_\_\_\_\_ )

Witness Signature ) *Sheba Fox* \_\_\_\_\_ )

\_\_\_\_\_ )  
\_\_\_\_\_ )  
[Print Witness Name] \_\_\_\_\_ )

**Carrick Express Inc.**

Phone: 807 345 7331  
Email: accounting@carrickexpress.com  
**Bill to:** Cash Sale

# Waybill

Tracking Number 160353309 Submitted on: 2023-03-28 12:46:35 PM

**From: Nishnawbe-Aski Legal Services**  
**1805 Arthur St E**  
**Thunder Bay, ON P7E 2R6**  
**Canada**  
807-629-9576

**To: Sheba Fox**  
**261 Shuniah St**  
**Thunder Bay , ON P7A 3A1**  
**Canada**  
807-344-6935

Description: 1 envelop 1lb use back door and call 629-9576 for her to meet you  
\*\*\* REQUIRES SIGNATURE \*\*\*  
paid by visa \$17.03 on Mar 28 2023



PO number:  
Quantity: 1  
Weight: 1  
Dimensions: 0L x 0W x 0H  
Declared value: 0

Service level: **IN TOWN STANDARD**  
Collect by: 2023-03-28 12:25 PM  
Deliver by: 2023-03-28 12:25 PM  
Options:  \_STANDARD IN TOWN  
 Fuel Surcharge  
 HST

MAXIMUM LIABILITY OF CARRIER IS \$2.00 PER LB.  
ON THE ACTUAL WEIGHT OF THE SHIPMENT  
UNLESS DECLARED VALUATION STATES OTHERWISE

Shipper: Cash Sale

COLLECT  PREPAID  TAILGATE

**COLLECTION**

Driver: Kevin Humaniski

**DELIVERY**

Driver: Kevin Humaniski

Date & time: 2023-03-28 1:18:02 PM

Date & time: 2023-03-28 1:43:20 PM

Received from: \_\_\_\_\_

Deliver to: Sheba fox

Received Signature:

Delivery Signature:



**CARRICK  
EXPRESS  
INC.**

**Carrick Express Inc  
161 Main St  
Thunder Bay, ON  
P7B 6S5**

**INVOICE**

Invoice date: **2023-03-28**  
 Invoice number: **8888**  
 Due date: **2023-03-28**  
**Total due: \$17.03**

Bill to:

Cash Sale  
 685 Beaverhall Pl  
 Thunder Bay , Ontario P7E 3N1

Contact Carrick Express Inc.:  
 Phone: 807 345 7331  
 Fax: 807-345-8269  
 Email: accounting@carrickexpress.com

**HST# 853723260**

**Terms Net 30 Days**

Tracking number: 160353309 Submitted on: 2023-03-28 12:46:35 PM

**From:** Nishnawbe-Aski Legal Services  
 1805 Arthur St E  
 Thunder Bay, ON P7E 2R6  
 Canada

**To:** Sheba Fox  
 261 Shuniah St  
 Thunder Bay , ON P7A 3A1  
 Canada

Description: 1 envelop 1lb use back door and call 629-9576  
 for her to meet you  
 \*\*\* REQUIRES SIGNATURE \*\*\*  
 paid by visa \$17.03 on Mar 28 2023

Service level: **IN TOWN STANDARD**  
 Base price: \$0.00  
 Options: \$10.92 - \_STANDARD IN TOWN  
 \$4.15 - Fuel Surcharge  
 \$1.96 - HST

Requested by:

Quantity: 1  
 Weight: 1  
 Dimensions: 0L x 0W x 0H  
 Delivered to:  
 PO number:  
 Time of delivery:

Subtotal: \$17.03

COLLECT  PREPAID  TAILGATE

Interest will be charged at a Rate of 2% per month on  
 outstanding amounts after 30 days and will be calculated on  
 the last day of each month. Fuel service charge is on a  
 floating basis and will increase or decrease depending on  
 fuel prices.

Subtotal: **\$15.07**  
 HST 13%: **\$1.96**  
**Total due: \$17.03**

----- TRANSACTION RECORD -----  
 CARRICK EXPRESS  
 161 MAIN ST  
 THUNDER BAY ON

**Purchase**

Mar 28,2023 12 37:00  
 VISA \*\*\*\*\*6156  
 TID: IC006420 Entry: Manual (M)  
 Sequence: 001 560  
 Auth#: 018010 Response: 01-027  
 Batch: 001

Amount \$ 17.03

**Total \$ 17.03**

Generated on 2023-03-28 12:48 PM by OnTir

**Approved**  
 Signature Not Required

1/1

Thank You  
 For Your Business

Important: Retain this copy for your record