Fwd: Giles Akiwenzie - Signed Full and Final Release

Terry Bortolin <tbortolin@nanlegal.on.ca>

Fri 2023-08-11 5:40 PM

To:Celine Echum <celine@silverfoam.ca>;Colette Shwetz <cshwetz@nanlegal.on.ca>

2 attachments (362 KB)

Full and Final Release - Signed.pdf; image001.jpg;

Hi Celine,

Can you please include in next payroll. Call me next week if you need to discuss.

Terry

Sent from my iPhone

Begin forwarded message:

From: Colette Shwetz <cshwetz@nanlegal.on.ca>

Date: August 11, 2023 at 1:30:25 PM EDT

To: Terry Bortolin <tbortolin@nanlegal.on.ca>

Subject: Giles Akiwenzie - Signed Full and Final Release Cc: Irene Linklater < llinklater@nanlegal.on.ca>

Hi Terry, NALSC has agreed on \$6500 being paid to the employee's lawyers, in trust. Please see the following:

The firm is:

P4N 1E8 Timmins, Ontario 151 Second Avenue Meunier Carrier Lawyers

8083-GC

FULL AND FINAL RELEASE

IN CONSIDERATION of the terms and conditions outlined in the letter dated December 30, 2023, and for good and valuable consideration, the sufficiency and adequacy of which is herein acknowledged, I, Giles Akiwenzie, (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

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, Giles Akiwenzie, do execute this Final Release and Indemnity in

Timmins (location) on the 4th day of July (month), 2023.

SIGNED, SEALED and DELIVERED)
In the presence of)
Witness Signature)

Daly Canie)
[Print Witness Name]