



ONTARIO
SUPERIOR COURT OF JUSTICE
at Barrie

B E T W E E N:

NADEEM MUNAWAR DEAN

Plaintiff

- and -

THE CORPORATION OF THE TOWNSHIP OF ADJALA-TOSORONTIO,
CHRISTIAN WAYNE ROBINSON, also known as CHRIS ROBINSON, RHONDA BUNN,
DEBORAH ALANNA HALL-CHANCEY, also known as DEBORAH HALL, also known as
DEBBIE HALL CHANCEY, ANNETTE BAYS, JONATHAN PITA,
and SCOTT WILLIAM ANDERSON

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff.
The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service, in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY THE LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$1,500.00 for costs, within the time for serving and filing your statement of defence, you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the plaintiff's claim and \$500.00 for costs and have the costs assessed by the court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date: _____

Issued by: _____

Address of
Court office: 75 Mulcaster Street
Barrie ON L4M 3P2
Tel.: 1-705-739-6111

TO: THE CORPORATION OF THE TOWNSHIP OF ADJALA-TOSORONTIO
7855 Sideroad 30, RR #1
Alliston ON L9R 1V1
Tel: 1-705-434-5055

AND TO: CHRISTIAN WAYNE ROBINSON, also known as CHRIS ROBINSON
1 Cameron Street East
Cannington ON L0E 1E0
Tel: 1-705-432-2355 x 227

AND TO: RHONDA BUNN
1 Greenway Drive
Wasaga Beach ON L9Z 0E6

AND TO: DEBORAH ALANNA HALL-CHANCEY,
also known as DEBORAH HALL,
also known as DEBBIE HALL CHANCEY
16 Lynch Lane
Everett ON L0M 1J0
Tel: 1-416-844-5155
E-mail: dhallchancey@yahoo.ca

AND TO: ANNETTE BAYS
2950 Concession Road 5
Loretto ON L0G 1L0
Tel: 1-905-729-0570
E-mail: a.bays@bell.net

AND TO: JONATHAN PITA
2119 Concession Road 8
Colgan ON L0G 1W0
Tel: 647-237-9779
E-mail: jonathan.pita@me.com

AND TO: SCOTT WILLIAM ANDERSON
39 King Street
Lisle ON L0M 1M0
Tel: 1-705-424-5068

CLAIM

1. The plaintiff claims:
 - a. A Declaration that his employment with the corporate defendant, The Corporation of the Township of Adjala-Tosorontio, was wrongfully terminated on April 27, 2022;
 - b. Damages for wrongful dismissal in the amount of \$101,814.00, inclusive of payment to the plaintiff for the cost to replace the employer portion of all benefits to which he was entitled for the duration of the reasonable notice period;
 - c. Moral damages in the amount of \$60,000.00;
 - d. Damages for intentional infliction of mental suffering in the amount of \$50,000.00;
 - e. Damages for injury to the plaintiff's dignity, feelings and self-respect, pursuant to the *Human Rights Code*, R.S.O. 1990, c. H. 19, in the amount of \$70,000.00;
 - f. Aggravated damages in the amount of \$100,000.00;
 - g. Punitive damages in the amount of \$400,000.00;
 - h. Special damages in an amount to be determined at trial;

- i. Prejudgment and postjudgment interest in accordance with the provisions of the *Courts of Justice Act*, R.S.O. 1990, c. C.43;
 - j. His costs of this action on a substantial indemnity basis;
 - k. Harmonized Sales Tax on his costs; and
 - l. Such further and other relief as this Honourable Court may deem just.
2. The plaintiff, Nadeem Munawar Dean, resides in Alliston, in the Town of New Tecumseth in the County of Simcoe in the Province of Ontario, and was employed by The Corporation of the Township of Adjala-Tosorontio (the “Township”), a defendant in this action, as Director of Finance/Treasurer from on or about October 7, 2019 until April 27, 2022, when his employment was terminated (the “termination”).
3. The defendant Township is a municipal corporation incorporated pursuant to the provisions of the *Municipal Act*, R.S.O. 1990, c. 302, as amended and was, at all material times, the employer of the plaintiff.
4. The defendant, Christian Wayne Robinson, also known as Chris Robinson (“Robinson”) was an employee of the Township. On behalf of the Township, Robinson fired the plaintiff under false pretences, thereby acting outside of the scope of his employment as Chief Building Officer.

5. The defendant, Rhonda Bunn (“Bunn”) was an employee of the Township and the supervisor of the plaintiff. As noted below, Bunn overstepped her authority as Chief Administrative Officer (“CAO”), including violating statutes and the policies and procedures of the Township.
6. The defendant, Deborah Alanna Hall-Chancey, also known as Deborah Hall, also known as Debbie Hall-Chancey (“Hall-Chancey”), was a Councillor of the Township at all material times.
7. The defendant, Annette Bays (“Bays”), was a Councillor of the Township at all material times.
8. The defendant, Jonathan Pita (“Pita”), was a Councillor of the Township at all material times.
9. The defendant, Scott William Anderson (“Anderson”), was a Councillor of the Township at all material times.
10. Hall-Chancey, Bays, Pita and Anderson (collectively, “defendant Councillors”) were directly involved in the decision to terminate the plaintiff’s employment, allegedly for cause, and engaged in actions and omissions displaying bad faith and/or malice, which acts or omissions exceeded and/or abused their role as elected representatives of the Township. Voting together, the defendant Councillors comprised a majority on the 7-

member Township Council (“Council”).

POLICIES AND PROCEDURES OF THE TOWNSHIP

11. Since on or about April 2019, and at all material times, the Township had a Procedure By-law in place to govern the actions of members of Council, including the following provisions:

6.36 ... an emergency Meeting may be held ... to deal with an emergency

1.1 **Emergency** means a situation or impending situation that constitutes a danger of major proportions that could result in serious harm to persons or substantial damage to property and that is caused by the forces of nature, a disease or other health risk, an accident or an act whether intentional or otherwise. (emphasis in original)

9.11 A motion to reconsider any matter already disposed of by the current Council at a previous meeting, shall not be reconsidered by Council within the next six (6) months of the next regularly scheduled Meeting after the Meeting at which it was originally considered, without the consent of 2/3rds of Council.

12. Likewise, on or about June 1, 2021, the Township approved a Fraud and Wrongdoing Policy (“Whistle Blower Policy”). The Whistle Blower Policy stated that all Township employees are “responsible for immediately reporting any grounds of suspected fraud, breach of trust, and other forms of wrongdoing” to Human Resources or the CAO. Employees were assured that:

- a. “All suspected wrongdoing will be investigated fully”; and
- b. The Township “will protect employees from retaliation who report in good faith

allegations of fraud and wrongdoing”.

13. The Township’s Termination Policy, implemented June 14, 2018 (“Termination Policy”), defined termination for cause as relating to “action(s) or omission(s) by the employee that has irreparably damaged” the employment relationship. The Termination Policy stated that the “immediate supervisor will privately conduct the termination”. Should the said supervisor be unavailable, the termination will be conducted by the CAO or Human Resources Director.

14. The Township’s Harassment Policy, updated January 15, 2020 (“Harassment Policy”), set out a complaint structure, which read in part:

If the ... harassing behaviour does not stop, bring the complaint immediately to the attention of your immediate Supervisor ...

If your immediate supervisor is the person responsible for the harassing behavior, take the complaint to that person’s supervisor. If there is no further supervisor to which the complaint can be filed, the complaint can be taken to the municipal solicitor.

Senior staff will review the written complaint and may determine that an investigation is warranted if there is sufficient prima facie evidence to indicate that harassment has occurred. Effective temporary measures will be implemented to protect the victim, if necessary.

The complainant will be advised that the respondent has a right to know who is making allegations against him/her and will be provided with a copy of the written complaint for their response.

Confidentiality will be maintained at all times except where the disclosure of names is necessary for the purpose of investigating the complaint, when taking any action in relation to the complaint, or where disclosure is required

by law.

15. The Harassment Policy assures Township employees advancing “legitimate complaints of harassment in good faith” that their employment will not be “affected in any adverse manner”. Regardless of whether the complaint was substantiated or not, reprisal against such employees “may itself become an incident of workplace harassment”.
16. Finally, the Township’s *Code of Conduct*, revised October 13, 2021 (“*Code of Conduct*”), stipulated the following standard of acceptable conduct for Councillors, *inter alia*:
 - a. Councillors shall in exercising and discharging their Official Duties:
 - i. competently exercise their office by educating themselves either formally or informally, in matters pertaining to their official duties.
 - ii. uphold the law and conduct oneself in a positive, professional, honest, ethical and fair manner;
 - iii. not make statements known to be false or make a statement with the intent to mislead Council or the public;
 - iv. respect the role of staff in the daily conduct of operations of the Township;
 - b. Councillors shall not:
 - i. ... bully, threaten, coerce, or otherwise harass, or intimidate staff, the public, or public agencies;
 - ii. disclose or release by any means to any person in oral or written form, any confidential information, acquired by virtue of their office, except when required by law or authorized by Council to do so. “Confidential information” includes information disclosed for the purposes of, or discussed at a Closed Meeting of Council, including personal matters

- about an identifiable individual(s);
- iii. permit any person, other than those who are entitled thereto, to have access to information that is confidential;
 - iv. ... use the influence of their office for any purpose other than to exercise official duties. Examples of prohibited conduct are the use of one's status as a [Councillor] to improperly influence the decision of another person to the private advantage of [one's] ... friends ...
 - v. ... maliciously or falsely injure the professional or ethical reputation, or the prospects or practice of Staff, and shall show respect for the professional capacities of the Staff of the Township.
 - vi. [have] the authority to direct any Staff member to carry out a particular function, approve budget, policy, and other such matters, unless specifically authorized by Council.
 - vii. ... engage in any reprisal or make a threat of reprisal against a Complainant ...

THE PLAINTIFF'S EMPLOYMENT WITH THE TOWNSHIP

17. As Treasurer, the plaintiff was entitled to:

- a. salary of \$115,752 per annum;
- b. a comprehensive benefits package, including:
 - i. Medical and dental insurance;
 - ii. Short and long term disability insurance;
 - iii. OMERS pension plan;
 - iv. Payment of professional annual membership fees for CPA, CPFA, and

AMCTO;

- v. Payment of training and development fees;
 - vi. Payment of expenses for attending conferences to meet Continuous Professional Development requirements; and
 - vii. Other benefits, which will be particularized prior to trial.
18. The Employment Agreement, dated September 20, 2019 (the “contract”), expressly held that the plaintiff’s duties “shall be performed in a manner consistent with [his] fiduciary role as Treasurer”. As such, the plaintiff was required to exercise his role as Treasurer to the best of his ability, and in accordance with all professional standards.
19. The contract also included a termination clause that purported to restrict the plaintiff’s entitlement upon termination, with or without cause, to the minimum amounts set by the *Employment Standards Act, 2000*, S.O. 2000, c. 41. The plaintiff pleads that the said termination clause was unenforceable, null and void as being contrary to law.
20. During the entire course of his employment, the plaintiff had never been justifiably reprimanded or disciplined for any form of misconduct, nor been found to have engaged in any wrongdoing.

EVENTS PRECEDING THE TERMINATION OF THE PLAINTIFF'S EMPLOYMENT

The Plaintiff's harmonious working relationship with Rhonda Bunn's predecessor as CAO

21. Upon commencing employment with the Township on October 7, 2019, the plaintiff maintained an excellent working relationship with his immediate superior, Gagan Sindhu, CAO.
22. From April to August 2020, immediately after Mr. Sindhu's departure, the plaintiff added the role of acting CAO to his existing duties as Treasurer.

The Plaintiff's work-related health problems and deteriorating relationship with Bunn

23. On August 10, 2020, the Township hired the defendant Bunn as CAO upon the recommendation of Hall-Chancey. In voting to approve her friend Bunn in this capacity, Hall-Chancey failed to disclose the conflict of interest to Township Council.
24. Without the required approval of Council, shortly thereafter Bunn hired her friend Tracie Howell ("Howell") as Executive Assistant to the CAO and Human Resources Generalist. Accordingly, as a friend and subordinate of Bunn, Howell effectively lacked the ability to adequately address complaints against Bunn.
25. Beginning in or about September 2020, Bunn asked the plaintiff to mislead or lie to members of the public or Council on various occasions in violation of his fiduciary role as Treasurer. The plaintiff refused or suggested alternatives to these requests, which

alternatives Bunn refused. As a result, Bunn punished the plaintiff through various strategies, including, *inter alia*, threats of termination, removal of authority, denial of reasonable accommodation requests, disingenuous performance improvement plans, and harassment, the latter of which will not be pursued as part of the claim in the within action.

26. As a result of the tactics employed by Bunn, the plaintiff experienced unduly high rates of work-related stress, for which he sought medical attention, beginning on December 21, 2021.
27. In particular, on or about October 30, 2020, having developed a high temperature, informing Bunn accordingly and updating her thereafter, the plaintiff was accused by Bunn of failing to notify her in a timely manner about his medical ailment. Further, on or about January 2021, upon the plaintiff informing Bunn that he was ill, instead of permitting him to take a sick day, Bunn treated the plaintiff in a profoundly disrespectful manner, unreasonably delaying his return home to convalesce.
28. On or about May 3, 2021, the plaintiff commenced a leave of absence, due to work-related stress. Four months later, on September 10, 2021, Bunn demanded the plaintiff return to work before completing his leave of absence.
29. On or about December 9, 2021, Bunn refused the plaintiff's request for a medical leave of

absence, misconstruing it as a vacation request.

30. The unduly stressful conditions created by Bunn impacted the plaintiff's home life. While previously a sound sleeper, the plaintiff now had difficulty sleeping through the night. He would often waken at about 2 a.m., feeling anxious and be unable to fall asleep again thereafter. He would thus be tired in the mornings, which contributed to the anxiety and depression he began to experience throughout the workday.
31. Consumed with the stress of his work, the plaintiff had difficulty holding conversations, and participating in activities with family members. Where hitherto he had enjoyed hiking, playing and otherwise interacting with his children, the plaintiff no longer had the energy or inclination to engage in such activities, thereby harming the familial relationship.
32. On May 30, 2022, as a result of the above-mentioned work-related stress, the plaintiff was diagnosed with Major Depressive Disorder and Generalized Anxiety Disorder.

Bunn and the Defendant Councillors take steps to fire the Plaintiff

33. On or about January 12, 2022, Council met *in camera* to address Bunn's request that the plaintiff be fired for allegedly failing to complete the Township Budget on time. In fact, Bunn had mandated that the plaintiff cease work on the Budget a month earlier, then blamed him for failing to submit it to Council on time.

34. By recorded vote, Council rejected Bunn's recommendation of termination. However, the defendant Councillors voted in favour of an alternative recommendation from Bunn to impose a Performance Improvement Plan ("PIP") on the plaintiff, which PIP was intended to permit termination in the near future, rather than facilitate an improvement in the plaintiff's work performance.
35. Accordingly, on or about February 16, 2022, Bunn imposed a PIP on the plaintiff, inclusive of subjective categories unrelated to his core work as Treasurer and/or reasonably indicative of his contribution to the Township.
36. One day earlier, on February 15, 2022, Bunn submitted a false report to Council, alleging that the plaintiff had approved a budget containing a single number for salaries of all departments. In fact, it was Bunn who had requested that the plaintiff do the same, contrary to established prior practice. After the plaintiff objected on legal grounds, Bunn pushed back, then attempted to further punish the plaintiff.
37. On February 17 and 18, 2022, two days after Bunn's false report, as detailed in paragraph 36. above, Council again met *in camera* to consider Bunn's further request to terminate the plaintiff's employment or otherwise sanction him.
38. Late in the evening, at or about 8:54 p.m., February 24, 2022, as a result of the undue stress caused by Bunn's ongoing efforts to fire the plaintiff and the lack of transparency

regarding the same, the plaintiff filed a harassment complaint against Bunn with Council members, pursuant to the Harassment Policy and the Whistle Blower Policy and claiming the protection afforded by the latter (the “complaint”).

39. Early the next morning, at or about 7:33 a.m., rather than acknowledging receipt of the complaint to the plaintiff, Hall-Chancey forwarded the complaint to Bunn. Likewise, without the courtesy of an acknowledgement, Pita and Bays did the same later that morning, at or about 7:57 a.m. and 8:06 a.m., respectively. Bays’ email also copied Dana Clarke and Chris Rutters, subordinate of the plaintiff, neither of whom were in a position to respond to the complaint.
40. Hall-Chancey, Bays and Pita knew, or ought to have known, that the plaintiff’s complaint constituted “confidential information” and that the immediate disclosure of same could reasonably be expected to result in reprisal and other sanction by the CAO against the plaintiff.
41. At or about 12:12 p.m. that same day, mere hours after receiving the complaint, Bunn retaliated by filing her own complaint against the plaintiff, which complaint contained false allegations of harassment (“retaliatory complaint”).
42. Having determined that the filing of the complaint warranted a termination of the plaintiff’s employment, Bunn and the defendant Councillors then discussed a course of

action to execute the same. This included Bunn's February 27, 2022 request for an immediate "emergency meeting" to address the retaliatory complaint.

43. The following day, Mayor Floyd Pinto denied Bunn's request and scheduled a special meeting to consider appointing independent legal counsel to investigate the competing complaints. That meeting was then cancelled.
44. In an attempt to terminate the plaintiff's employment, Councillors Hall-Chancey, Bays, Pita and Anderson collectively or individually took the following measures, each of which was contrary to policies and procedures of the Township (all dates in 2022):
 - a. February 25: Hall-Chancey requests that the plaintiff to be terminated as a result of an alleged report of a "screaming" fight on the premises;
 - b. February 28: Hall-Chancey downplays the plaintiff's concerns by alleging that the complaint was not a harassment claim, but rather a whistle blower complaint;
 - c. February 28: In response to Mayor Pinto's request for a special meeting, Hall-Chancey claims that he has "now" informed Bunn about the plaintiff's "confidential and privileged" harassment complaint, which complaint she had already forwarded to Bunn 3 days earlier;
 - d. February 28: Pita condemns Mayor Pinto for not referring the complaint against

Bunn to Tracie Howell, the friend and subordinate of Bunn;

- e. March 1: In response to Bunn's request for an emergency meeting, Bays forwards a Petition, signed by the defendant Councillors. The resulting Notice of the meeting included no agenda or other details regarding matters to be discussed;
 - f. March 1: The defendant Councillors overrule the Mayor's ruling that the meeting was contrary to law, then proceed to advance a number of unsubstantiated allegations against the plaintiff;
 - g. March 7: Upon the resumption of the meeting, the defendant Councillors vote in favour of a resolution to fire the plaintiff without reasonable justification. Upon being informed that this motion to reconsider fell short of the required two-thirds majority, the defendant Councillors exit the meeting, thereby depriving it of quorum;
 - h. March 15: Hall-Chancey announces that she will no longer be attending future budget sessions with the plaintiff until the "situation has been rectified"; and
 - i. April 1: The defendant Councillors direct a Township lawyer lacking independence to investigate the harassment complaints of the plaintiff and Bunn.
45. Having investigated concerns arising from the said meetings of March 1 and 7, 2022, the

Ombudsman of Ontario, Paul Dubé, concluded:

- a. Both meetings were contrary to law in failing to state by resolution the general nature of the matters to be considered *in camera*;
- b. Neither meeting met the “stringent conditions” under the Procedure By-law to be deemed an “emergency meeting”; and
- c. The failure to include a formal vote on a resolution to move *in camera* at the March 7th meeting was a procedural irregularity.

The plaintiff’s efforts to protect the financial integrity of the Township

46. On or about April 13, 2022 at 6:07 p.m., Bays informed the plaintiff, the defendant Robinson, and other employees of the Township that the defendant Councillors had issued a Press Release. The Press Release informed the public that the defendant Councillors had been served a Notice of Libel by Mayor Pinto and accordingly, would no longer be attending most Council meetings.
47. Two hours later, at or about 8:38 p.m., anticipating an unbudgeted expense for the Township, the plaintiff posed a question “in confidence” to an experienced CAO regarding the wisdom of the Township funding the defendant Councillors’ legal defence to the said Libel claim. The plaintiff was advised that a municipality was under no obligation to fund any party and would be wise to avoid taking sides unless it were

named as a defendant.

48. The next morning, April 14, 2022 at or about 11:38 a.m., the plaintiff shared his query and the response from the experienced CAO with Robinson, suggesting he exercise caution and solicit the advice of another CAO and the Township lawyers.
49. Receiving no response, 11 days later, on April 25, 2022, the plaintiff informed Robinson that, upon broaching the same query “in confidence” to two municipal lawyers, without referencing the Township or parties involved, he was again advised that a municipality should not involve itself in a claim unless named as a defendant.
50. Robinson responded later that day, asserting that an agreement had been reached to provide legal representation to the defendant Councillors and that this matter was “not to leave that room”.
51. Beyond the plaintiff’s acknowledgement, no further communication was exchanged in this regard.

THE TERMINATION OF THE PLAINTIFF’S EMPLOYMENT

Termination meeting and its aftermath

52. The next day, April 26, 2022, Town Council conducted an *in-camera* meeting to discuss the plaintiff’s employment status. Using their majority, the defendant Councillors voted to fire the plaintiff.

53. The following morning, April 27, 2022, the plaintiff was summoned to a meeting with Robinson. With Dianne Brown in attendance, Robinson handed the plaintiff a letter and stated that he was fired immediately for “leaking” a confidential discussion. The plaintiff denied the allegation and asked for an explanation. Rather than responding to same, Robinson stated that he did not have the “heart” to fire the plaintiff for cause, advised him to consult a lawyer, and told him to pack his personal possessions and leave the premises. The plaintiff was stunned by this turn of events and left the building without his car keys, phone charger, and coat.
54. In the days that followed, already suffering from work-related health problems, the plaintiff’s health further deteriorated as a result of the termination. The plaintiff spiralled into severe depression, developed gum disease, and was barely able to function. He rarely got off his couch or bed. He had difficulty focusing, making decisions, and was unable to interact with his children. Thus, while the plaintiff was physically present in the home, his wife effectively became a single parent to their children.

Termination Letter: Plaintiff fired “without cause”

55. The letter received by the plaintiff on April 27, 2022 was written in Robinson’s purported role as Acting CAO of the Township (“termination letter”). The termination letter stated that the plaintiff’s employment as Treasurer of the Township was terminated, effective immediately:

for the serious reasons discussed with you, including breach of confidentiality regarding a confidential litigation matter which occurred despite my express direction to you to the contrary. ... a harassment investigation is ongoing and the Township's decision to terminate is not based in any way to such investigation as it is still ongoing and no findings have been made yet.

56. The termination letter added that the Township was prepared to offer a severance package, conditional upon signing the attached Release, on the understanding that "we reserve the right to take the position that your employment has been terminated for cause". Robinson characterized this severance package as "fair", "not subject to negotiation", and "arrived at after careful consideration". Should the plaintiff opt not to meet this condition, he was advised that he would receive only his "minimum statutory entitlements", which entitlements were "inclusive of any statutory, contractual, and common law entitlements (if any) that you may have with respect to your employment".
57. In fact, to date, having opted not to sign the Release, the plaintiff has yet to receive the termination pay mandated by the *Employment Standards Act, 2000* and as promised by the Township.
58. On June 9, 2022, the ongoing "harassment investigation" into the retaliatory complaint referenced in the termination letter was resolved: The Township lawyer concluded that the plaintiff had not violated the Harassment Policy.

Belated allegation of “cause” in terminating the plaintiff’s employment

59. Shortly after the termination, the plaintiff applied for Employment Insurance (“EI”) benefits. The Township advised Service Canada that the plaintiff had been terminated for purportedly leaking confidential information, which information it knew, or ought to have known, to be both false and likely to harm the plaintiff’s ability to receive EI benefits in a timely manner.
60. On or about September 26, 2022, the plaintiff was advised by Howell’s successor, Carrie McGinty, Human Resources Generalist, that his “statutory entitlements accrued by up to April 27, 2022”, solely comprising back wages and vacation pay, were paid out on May 1, 2022.
61. In the same email, McGinty “confirmed” that the plaintiff’s employment was “terminated for cause, including willful misconduct and/or disobedience.”
62. In fact, to date, no new information has come to light since the termination that would reasonably justify the Township’s decision to deny the plaintiff termination pay. To the contrary, to date, the only post-termination review of the plaintiff’s work history comprised the Township lawyer’s investigation of the retaliatory complaint, which investigation determined that the plaintiff did not violate the Harassment Policy.
63. The plaintiff therefore pleads that the Township’s belated decision to allege “cause” was

wholly unjustified and lacked sufficient detail to establish the basis for the same. In the alternative, should the plaintiff have engaged in “willful misconduct and/or disobedience”, which is not admitted but denied, such conduct was trivial, particularly in light of the plaintiff’s fiduciary role to the Township.

64. The plaintiff further pleads that the allegation of “cause” in firing him was a punitive response to his decision to not sign a Release of all claims in exchange for agreeing to the disingenuous carrot and stick messaging of the termination letter, as detailed in paragraphs 55. and 56. above, which decision exposed the Township to the possibility that the dubious acts and omissions of some of its employees and Councillors would be revealed.

65. In particular, on the date of termination, Robinson and the Township, knew, or ought to have known, that the plaintiff had not breached confidentiality, as detailed in paragraphs 46. to 51. above. Instead, this alleged breach of confidentiality was an excuse to implement the long-held plans of the defendant Councillors, Bunn and the Township to terminate the plaintiff’s employment, as detailed in paragraphs 37. to 45. above, which plans they expedited in response to the plaintiff’s failure to support Township funding for the defendant Councillors’ defence in their legal dispute with Mayor Pinto.

Breaches of the Policies and Procedures of the Township in executing the Termination

66. The plaintiff pleads that defendant Councillors’ decision to fire the plaintiff was in

retaliation for the plaintiff's failure to fund their legal dispute with a fellow Councillor and thus contrary to the *Code of Conduct*. If the termination was not in retaliation for the said reason, which is not admitted but denied, the defendant Councillors failed to declare a conflict of interest as required by the *Code of Conduct*.

67. The plaintiff also pleads that at all material times, Robinson acted under false pretences, having no authority to terminate the plaintiff's employment, since he was not the plaintiff's supervisor but rather was junior in seniority and pay scale. Indeed, on the date of termination, Council had not passed a By-law to promote Robinson from Chief Building Officer to Acting CAO (the "proposed By-law").
68. On or about May 11, 2022, the defendant Councillors orchestrated the purported "appointment" of Robinson as Acting CAO, retroactive to April 2022, by an *in-camera* meeting. In fact, such an appointment could only be formalized at a public meeting held for that purpose.
69. The plaintiff thus pleads that Robinson was not, in fact, appointed as Acting CAO, since the defendant Councillors violated the Procedure By-law. Instead, the defendant Councillors knew, or ought to have known, that the purported "appointment" was designed to leave the false impression that the plaintiff had been fired by his supervisor.
70. In the alternative, if Robinson was appointed Acting CAO on May 11, 2022, which is not

admitted but denied, such an appointment does not apply retroactively, is in violation of the Procedure By-law, and was designed to leave the false impression that the plaintiff had been fired by his supervisor.

71. The plaintiff pleads that the manner of termination breached the following:

a. Termination Policy:

- i. The Township belatedly alleged cause for termination for actions or omissions that did not “irreparably damage” the employment relationship;
- ii. The Township used a colleague of the plaintiff who was not his supervisor to conduct the termination in lieu of the Human Resources Director, the CAO, or a suitable alternative with appropriate authority;

b. Harassment Policy:

- i. As a result of the complaint, and resulting termination, the defendants affected his employment in a decidedly adverse manner;

c. *Code of Conduct* (as regards the defendant Councillors):

- i. Maliciously or falsely injured the professional or ethical reputation of the plaintiff;

- ii. Failed to show respect for the plaintiff's professional capacities; and
 - iii. Engaged in reprisal against the plaintiff in his capacity as a Complainant.
- d. Whistle Blower Policy:
- i. The Township failed to protect the plaintiff from retaliation for reporting allegations of wrongdoing in good faith;
- e. *Employment Standards Act, 2000*:
- i. The Township failed to provide termination pay in lieu of notice;
- f. *Human Rights Code*:
- i. Reprisal and discrimination on the basis of disability.

DAMAGES

72. On the date of termination, the plaintiff was 49 years of age and had been in the employ of the Township for 2 years and 7 months. On that date, he held the position of Treasurer, the highest managerial position in Finance at the Township. The plaintiff's ability to find alternative employment was hampered by lingering health problems caused by the termination and events preceding the same, together with the stigma associated with termination "for cause" and concomitant failure of the Township to provide a letter of

reference.

73. The plaintiff states that the notice period to which he is entitled in the absence of just cause, but did not receive, ought to have been 9 months having regard to the factors referred to in paragraph 72. above.
74. The plaintiff pleads that he is entitled to pay in lieu of notice of \$101,814 from the Township, based on annual remuneration of \$115,752 and \$20,000, the estimated quantum of employer contribution to benefits during the notice period, including each of the benefits referenced in paragraph 17. above.
75. The plaintiff pleads that the Township, defendant Councillors and Robinson breached the employer's obligation of good faith and fair dealings in the manner of the termination, which breach resulted in mental distress to the plaintiff, and that it was reasonably foreseeable that such breach would cause the plaintiff mental distress. In particular, the said defendants terminated the plaintiff's employment in a brusque manner, as detailed in paragraphs 53. and 54. above, despite having known, or ought to have known, that the plaintiff was suffering from undue levels of work-related stress. The plaintiff therefore pleads that he be awarded moral damages.
76. The plaintiff pleads that the conduct of Bunn, the defendant Councillors, Robinson, and the Township was unfair and in bad faith, including being untruthful, misleading and

unduly insensitive as regards their responses to both the complaint and the plaintiff's protection of the financial integrity of the Township, together with their prolonged efforts to punish the plaintiff for same, as detailed in paragraphs 33. to 52. above. In particular, the said defendants utterly failed to uphold the principles and guidelines set out in the Whistle Blower Policy, Harassment Policy, and *Code of Conduct*, particularly concerning protection from retaliation, adverse affects, and reprisal, as detailed in paragraphs 12., 14. and 16. above, respectively. This resulted in the plaintiff experiencing elevated levels of stress and anxiety. The plaintiff therefore pleads that he be awarded aggravated damages.

77. The plaintiff pleads that Bunn and the Township engaged in outrageous or flagrant conduct calculated to cause harm, which resulted in a visible and provable illness to the plaintiff, namely, Major Depressive Disorder and Generalized Anxiety Disorder, as detailed in paragraphs 26. to 32 and 54. above. The plaintiff thus pleads that he be awarded damages for the tort of intentional infliction of mental suffering.

78. The plaintiff also pleads that he was disabled at most material times, and Bunn and the Township failed to accommodate his disability. The Township, Bunn, the defendant Councillors and/or Robinson breached the following rights under Part I of the *Human Rights Code*:

- a. Right to “equal treatment with respect to employment without discrimination because of ... disability.”; and

- b. Right to “claim and enforce his or his rights under this Act ... without reprisal or threat of reprisal for doing so.”

79. In particular, the plaintiff states the Township and Robinson infringed his right to equal treatment in employment by terminating his employment while he was disabled, as noted in paragraphs 53. and 54. above. Bunn and the Township further violated the reprisal provision of the *Human Rights Code* by wholly disregarding and/or punishing the plaintiff for referencing undue stress or health problems, as noted in paragraphs 26. to 32. The defendant Councillors and the Township also did the same, as noted in paragraphs 38. to 42. above. The plaintiff therefore claims damages pursuant to s. 46(1) of the *Human Rights Code* for injury to his dignity, feelings and self-respect.

80. In addition to the foregoing, the plaintiff pleads that the conduct of the defendants as particularized below deserve sanction because of its disingenuous, vindictive, malicious and reprehensible character, and the fact that it was carried out with callous disregard for the plaintiff’s contractual rights, and his psychological and physical well-being. As such, it is appropriate that punitive damages be awarded based on the following:

- a. Hall-Chancey violated the *Code of Conduct* in recommending and endorsing Bunn as CAO without disclosing her ongoing friendship with Bunn, as detailed in paragraph 23. above;

- b. Bunn hired Howell as Human Resources Generalist and Executive Assistant to the CAO contrary to Township hiring policies and without the direction of Council, thereby partially shielding her from complaints by subordinates, as detailed in paragraph 24. above;
- c. Bunn asked the plaintiff to mislead or lie to members of the public or Council in violation of his fiduciary role as Treasurer, then punished him for failing to comply, as detailed in paragraph 25. above;
- d. Bunn refused the plaintiff's request for a medical leave of absence by deliberately misconstruing it as a vacation request, as detailed in paragraph 29. above;
- e. Bunn requested that Council fire the plaintiff for failing to complete the Township Budget on time, which task she had previously ordered the plaintiff cease, as detailed in paragraph 33. above.
- f. The defendant Councillors and Bunn imposed a Performance Improvement Plan on the plaintiff, intended to facilitate the termination of his employment, rather than an improvement in the plaintiff's work performance, as detailed in paragraphs 34. and 35. above;
- g. Bunn requested that the plaintiff approve a budget lacking adequate transparency, then punished him for objecting by falsely advising Council that he had approved

the problematic budget adjustment she had requested, as detailed in paragraph 36. above;

- h. Within hours of receiving the complaint and reasonably recognizing it as “confidential information”, Hall-Chancey, Bays and Pita forwarded it to Bunn, thereby undermining the employment relationship and harming the interests of the Township, as detailed in paragraphs 39. and 40. above;
- i. The Township failed to both acknowledge receipt of the complaint or assure the plaintiff that his concerns would be investigated in accordance with Township policies and procedures;
- j. The defendant Councillors wholly ignored the plaintiff’s express request for protection pursuant to the Whistle Blower Policy;
- k. Mere hours after receiving the complaint, Bunn responded with a spurious harassment complaint of her own against the plaintiff, which retaliatory complaint was intended to undermine and draw attention away from the plaintiff’s complaint, as detailed in paragraph 41. above;
- l. The defendant Councillors sought an “emergency meeting” to address the retaliatory complaint, which meeting they knew, or ought to have known, failed to qualify as a “danger of major proportions”, as detailed in paragraph 42. above;

- m. Hall-Chancey requested that the plaintiff be fired as a result of a dubious and unverified report of a workplace incident, as detailed in paragraph 44.a. above;
- n. Hall-Chancey mischaracterized the complaint as not comprising a harassment component in an attempt to avoid the application of the Harassment Policy, as detailed in paragraph 44.b. above;
- o. Hall-Chancey disingenuously accused Mayor Pinto of violating confidentiality guidelines, which guidelines she had violated 3 days earlier, as detailed in paragraph 44.c. above;
- p. Pita disingenuously accused Mayor Pinto of acting improperly in not referring the complaint against Bunn to Tracie Howell, the friend and subordinate of Bunn, as detailed in paragraph 44.d. above;
- q. The defendant Councillors signed a Notice of a meeting that included no agenda or other details regarding matters to be discussed, as detailed in paragraph 44.e. above;
- r. The defendant Councillors overruled the Mayor's correct ruling that the above-mentioned meeting was illegal, then proceeded to advance a number of unsubstantiated allegations against the plaintiff and attempted to fire him for same, as detailed in paragraph 44.f. and g. above;

- s. Hall-Chancey refused to attend future budget sessions with the plaintiff, in the absence of a finding of wrongdoing by the plaintiff and contrary to the best interests of the Township, as detailed in paragraph 44.h. above;
- t. The defendant Councillors voted to fire the plaintiff in retaliation for the plaintiff's refusal to support Township funding of their legal defence regarding their legal dispute with Mayor Pinto, and without declaring the resulting conflict of interest, as detailed in paragraphs 65. and 66. above;
- u. Robinson fired the plaintiff for the alleged release of confidential information, despite reasonably knowing that such an allegation was false, as detailed in paragraphs 46. to 51., 53. and 55.;
- v. Robinson fired the plaintiff under the false pretence of being the Acting CAO and thus the superior of the plaintiff, as detailed in paragraphs 55. and 67. above;
- w. The defendant Councillors attempted to appoint Robinson as Acting CAO, retroactive to the date of termination, which appointment was designed to leave the false impression that the plaintiff was fired by his superior, as detailed in paragraphs 68. and 69. above;
- x. In retaliation for the plaintiff not signing a Release of all claims arising from the termination, the Township unreasonably harmed the financial well-being of the

plaintiff by refusing to pay termination pay as promised in the termination letter and making false allegations to Service Canada reasonably intended to thwart the plaintiff's EI claim, as detailed in paragraphs 57., 59. and 62.;

- y. In further retaliation for the plaintiff not signing a Release of all claims arising from the termination and/or to justify the failure to pay termination pay, the Township belatedly alleged termination for cause, despite failing to provide grounds for same, thereby violating the Termination Policy and guidelines set out in the common law, as detailed in paragraphs 60. to 64. above;
- z. In terminating the plaintiff's employment, the defendant Councillors and the Township also violated the Whistle Blower Policy, the Harassment Policy and the *Code of Conduct*, as detailed in paragraph 71.b. to d., and
- aa. The Township has persisted with its unfounded and reckless allegations of just cause for terminating the plaintiff's employment.

81. The plaintiff also pleads that he has suffered damages and has been and will be put to out-of-pocket expenses, including but not limited to replacement of the benefits referred to above, additional medical expenses, and expenses associated with the plaintiff's attempts to mitigate his damages by securing alternative employment. The plaintiff will provide his Statement of Special Damages in advance of the trial.

MITIGATION

82. As a result of the wrongful dismissal, the plaintiff was placed in a position where he had to seek employment in a limited job market and while suffering from depression and anxiety. The stigma of an alleged termination “for cause” and lack of a reference letter further hindered his job search.
83. Following the termination, the plaintiff was initially unable to work or look for suitable work reasonably suited to education, training or experience, due to the profoundly negative health impact of the termination and the events leading thereto. The plaintiff was eventually able to secure employment with the City of Caledon for the 2.5-month period of November 16, 2022 to January 30, 2023.
84. The plaintiff pleads and relies on the *Employment Standards Act, 2000*, S.O. 2000, c. 41, the *Human Rights Code*, R.S.O. 1990, c. H.19, the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, the *Municipal Act, 2001*, S.O. 2001, c. 25, the *Municipal Conflict of Interest Act*, R.S.O. 1990, c. M.50, the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, the *Municipal Elections Act, 1996*, S.O. 1996, c.32, the *Criminal Code of Canada*, R.S.C. 1990, c. C-46, the Township of Adjala-Tosorontio *Procedural By-law*, April 18, 2019, as amended, and the Township of Adjala-Tosorontio *Council Code of Conduct*, June 23, 2016, as amended.

85. The plaintiff proposes that this action be tried at the City of Barrie.

Date of Issue: April 12, 2024

Kevin Marshall (LSO #41240S)
Barrister & Solicitor
111 Rainside Road, Suite 306
Toronto ON M3A 1B2
Tel.: 416-383-0550
kevin.marshall@kmlawyer.ca

Solicitor for the Plaintiff,
NADEEM MUNAWAR DEAN

