



Court File No.

ONTARIO

SUPERIOR COURT OF JUSTICE

BETWEEN:

FRANCINE DESORMEAU

Plaintiff

– and –

THE CORPORATION OF THE TOWN OF MATTAWA

Defendant

STATEMENT OF CLAIM

TO THE DEFENDANT:

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 LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$2,000.00 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 \$400.00 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: _____

Local registrar
North Bay Courthouse

Address of
Court office: 360 Plouffe Street
North Bay, ON P1B 9L5

TO: Corporation of the Town of Mattawa
160 Water Street
Mattawa, ON P0H 1V0

CLAIM

1. The Plaintiff claims:
 - (a) A declaration that the Plaintiff was wrongfully dismissed on or about July 9, 2024;
 - (b) Damages for wrongful dismissal and/or breach of the Plaintiff's employment contract, in the amount of \$251,212.50, representing twenty-seven (27) months pay in lieu of reasonable notice of termination, including statutory amounts owed by the Defendant in accordance with the *Employment Standards Act, 2000*;
 - (c) Damages for unpaid vacation pay in the amount of \$33,397.33;
 - (d) Damages in amounts which will be provided prior to trial for pay in lieu of benefits, matching employer contributions, salary increases, and the increased value in the Plaintiff's pension over a 27 month notice period;
 - (e) Damages for the failure of the Defendant to provide a favourable letter of reference, or any letter of reference, in an amount to be provided prior to trial;
 - (f) Aggravated, *Bhasin* and/or moral damages in the amount of \$100,000.00 for breach by the Defendant of its duty of honesty, good faith and fair dealing arising from its contract of employment with the Plaintiff;

- (g) Damages in the amount of \$100,000.00 for the Defendant's breach of the Ontario *Human Rights Code* and breach of privacy, including compensation for injury to dignity, feelings and self-respect;
- (h) Damages in the amount of \$400,000.00 for mental and emotional distress and suffering, and loss of enjoyment of life;
- (i) Punitive and exemplary damages in the amount of \$250,000.00;
- (j) Damages for defamation in the amount of \$100,000.00;
- (k) The costs of the within proceeding on a substantial indemnity basis, plus all applicable taxes; and
- (l) Such further and other relief as counsel may advise and this Honourable Court may deem just.

Parties

2. The Plaintiff ("Francine") is an individual residing in the Municipality of Mattawan, Ontario. She is 53 years of age.
3. The Defendant (referred to alternatively as "Defendant" and "Municipality") is a Municipal corporation incorporated pursuant to the provisions of the Ontario Municipal Act, 2001.

Facts

4. On July 5, 1999, Francine was hired by the Defendant as a General Office Clerk, which position was eventually renamed as Administrative Assistant. During her service in this position, Francine successfully completed the Municipal Administration Program with the Association of Municipal Managers, Clerks and Treasurers of Ontario (AMCTO).
5. In March of 2014, Francine was promoted to the position of Deputy Clerk.
6. Commencing in or about January to April of 2015, Francine served as the Defendant's most senior Municipal office employee, and she assumed expanded responsibilities related to town Council meetings and other senior management tasks within the Municipal office.
7. On April 28, 2015, Raymond Belanger was hired as Chief Administrative Officer (CAO) and Treasurer of the Defendant. Francine reported to Mr. Belanger.
8. On or about April 3, 2018, Mr. Belanger met with Francine to conduct a formal evaluation of her job performance. On or about April 6, 2018, Francine received her written Performance Evaluation from Mr. Belanger, which rated her overall performance as exceeding expectations.

9. In or around January of 2020, the Defendant advertised for candidates for permanent and temporary employment positions in the Defendant's Public Works Department. Mr. Belanger advised Council that his son would be applying for a position, and he recused himself from the hiring process. Francine therefore assumed his hiring process duties, which included working with a hiring committee to evaluating candidates and making recommendations to Council.
10. Mr. Belanger's son applied for a position, as did other candidates. Francine reviewed the applications and provided Municipal Council with a recommendation for the hiring of a candidate that was not Mr. Belanger's son, on the basis that the hiring committee believed this candidate was best qualified. Council agreed with the recommendation and hired the candidate.
11. The following morning, Mr. Belanger texted Francine, and another member of the hiring committee, and expressed that he was disappointed with their decision. Mr. Belanger then attended Francine's office and informed her that he felt blindsided and embarrassed by her recommendation after "everything he had done for her". Mr. Belanger's manner was angry and bitter, and it conveyed to Francine that he felt betrayed by her. Francine was hurt and alarmed by the accusations, and

she feared that he was vengeful, and the impact that it would have on her future employment.

12. From the date of Mr. Belanger's hire in April of 2015, and until the text message and subsequent meeting, Francine and Mr. Belanger had enjoyed an excellent working relationship. Following this meeting, Mr. Belanger's behavior and manner towards Francine conveyed a deep resentment towards her.
13. Approximately two months later (March of 2020), Mr. Belanger resigned from his position, and Francine was appointed interim CAO and Treasurer, being the position previously held by Mr. Belanger.
14. In or around July of 2020, Municipal Council instructed Francine to advertise for a permanent CAO and Treasurer.
15. In September 2020, Municipal Council, having observed Francine's performance in her interim role, elected to forego the interview process and to extend a formal offer of the permanent CAO and Treasurer position to Francine. On September 20, Mayor Dean Backer wrote a formal letter of offer to Francine, which she accepted. On September 28 Council approved her appointment, and she commenced in the permanent role on September 29, 2020.

16. Francine's duties, both as interim and permanent CAO and Treasurer, required that she be accountable for the management of the affairs of the Municipality in accordance with the policies and direction of Council, including acting as policy advisor to Council, exercising the responsibilities of Chief Administrative Officer as set out in the Municipal Act, financial management and management of the finance department, and Human Resources. The position was expressly characterized as an "executive position" requiring working hours as needed to satisfy the requirements of the position.
17. The offer of employment also expressly stated that as the CAO Francine was required to "work closely with the Mayor and Council".
18. On October 9, 2020, the Toronto Star and the Bay Today online newspaper reported on Francine's appointment as COA / Treasurer, and that she was the first woman to hold the position. The article quoted Mayor Dean Backer as stating:

Francine brings with her a quality that, you know, the work ethic is bar none, one of the best I have ever seen. She has worked her way up from the administrative assistant all the way to the clerk. Now to the CAO position. Her biggest attribute is that she cares about the people at Mattawa.
19. From July of 2020 until October of 2022, Francine successfully carried out her role as CAO and Treasurer. She enjoyed a positive relationship

with the Mayor and Council, and to her knowledge the same positive relationship with Municipal staff. She was never accused of wrongdoing, and she was never disciplined.

20. On or around October 25, 2022, municipal elections were held, and Mr. Belanger was elected as the Mayor.
21. It was the practice of the Municipality that the newly elected Mayor meet with the CAO prior to the inaugural meeting with Council. However, Mr. Belanger elected not to hold this meeting with Francine.
22. On or about December 5, 2022, the newly elected Municipal Council held its inaugural meeting.
23. The day after the inaugural meeting, Mr. Belanger directed Francine to meet with him. Later that day, Mr. Belanger and Francine met for approximately 5 hours, with the meeting largely consisting of Mr. Belanger communicating his displeasure with Francine's performance as CAO and Treasurer, despite him not being employed by the Town of Mattawa during her tenure in the position over the preceding two years.
24. In or around January of 2023, newly elected Municipal Councillor Fern Levesque stated to an acquaintance of Francine's that Francine was a

“problem” at Town Hall, and that she “had to go”. Councillor Levesque made this statement despite having only worked with Francine for approximately one month.

25. Subsequently, on or about January 24, 2023, Francine participated in a meeting with representatives of the Mattawa/North Bay Algonquin First Nation. During the meeting, Mr. Belanger informed the representatives that he was the CAO prior to Francine “booting him out of his chair”. The statement was untrue and it portrayed Francine in a negative manner. Francine was alarmed, embarrassed, and emotionally distressed by this statement.
26. During the months of January and February of 2023, Mr. Belanger continued to display a resentful and negative attitude toward Francine. He poisoned the work environment and as a consequence of this toxic environment, the statement by Councillor Levesque, and Mr. Belanger’s ongoing conduct, Francine’s job performance suffered, and she became increasingly anxious and distressed, resulting in her frequently attending the Emergency Room at the Mattawa Hospital with back pain, feelings of intense exhaustion, chest pain, and anxiety.
27. In or about February of 2023, Francine attended the Mattawa Hospital emergency department due to her anxiety, and she was examined by a

Physician who instructed that she take a medical leave of absence from work in order to recover her health.

28. Subsequently, on or about February 14, 2023, Francine's family doctor provided her with a note supporting an extended sick leave of 6 weeks, along with a prescription for an anti-depressant. During this leave, Francine received multiple calls and messages from members of her staff who expressed their support for her recovery, and their hope that she could return to work at her earliest opportunity.
29. On or about February 22, 2023, Francine received a call from a member of Council who expressed support for Francine to take as much leave as was needed to regain her health, and also advised that Municipal Clerk Amy Leclerc had been engaged in making disparaging comments with Mr. Belanger during Francine's absence.
30. On or about March 6, 2023, Mr. Belanger wrote to Francine to "require" that, if her absence continued into "mid-March" she provide a "medical opinion" advising as to the "nature of her illness and the initial prognosis in that respect", and her "ability to participate in some manner to work matters or to be contacted if needed for a timely query". It was not the normal practice for the Mayor to correspond directly with a Municipal

employee on medical leave, and to request personal medical information from them.

31. On March 14, 2023, Ward Jones, the Municipality's Human Resources advisor, emailed Francine and indicated that he had been asked by Mr. Belanger to speak with Francine regarding the circumstances of her leave of absence. He subsequently spoke with her and indicated that the purpose of the call was to gain an understanding of the details of her absence.
32. On or about May 5, 2023, Deputy Mayor Matthew Gardiner emailed Francine, requesting she return her work computer, physical town files and any other Town of Mattawa property. He also informed her that the Town would be hiring an employee to replace her on an interim basis.
33. During this period, Mr. Gardiner was also making Facebook postings complaining about the Municipal office being short-staffed.
34. Subsequently, Mr. Gardiner advised Francine that the Municipality had engaged a management consultant named Andre Clement to conduct an "organizational review". Mr. Clement reached out to Francine, and while acknowledging that she was on medical leave, asked that she participate in an interview. Francine was interviewed by Mr. Clement on June 7th.

During the interview, Mr. Clement advised Francine that some unnamed staff members were criticizing Francine as “controlling” and “not letting them do their jobs”. Following her participation, Francine never heard back from Mr. Clement, and was never provided with the results of the organizational review.

35. On or around June 9, 2023, Francine was accepted for Long-Term Disability.
36. On or around August 24, 2023, the Municipality shipped, without prior notice to Francine and notwithstanding that she had every intention of returning to her employment after her illness had resolved, all of her office contents and personal belongings to a local Purolator depot.
37. On or around January 10, 2024, the long-term disability insurer delivered a Return to Work Plan to the Municipality for approval. The Return to Work Plan contemplated her gradual return commencing March 4, 2024.
38. On or around January 24, 2024, Francine was provided with information that upon commencing her return to work she would be placed on paid leave and a Workplace Investigation would be commenced against her.

39. In mid February of 2024, Mr. Belanger broadcast on the Defendant's YouTube channel a Mayoral "State of the Town Address" wherein he stated that the CAO/Treasurer (Francine) was on leave since February 2023, and that "*the state of the financial records, their non-completeness, and total lack of supporting documentation was such that the interim deputy treasure resigned after just two weeks.*" A story regarding this address was published in the North Bay News, and in the Hamilton Spectator, on February 14, 2024.

40. On or around February 29, 2024, Francine's legal counsel communicated with the Defendant's legal counsel and inquired as to whether Francine was to be suspended and subjected to an investigation. The Defendant's counsel responded by confirming that Francine would be placed on an unpaid leave of absence pending a third-party investigation of the following:

... misconduct and dereliction of duties. The allegations concern but are not limited to harassment and bullying, failure to manage finances to the extent the 2022 audit and FIR were not even started which resulted in the province withholding funding from Mattawa. Mandatory accounts and invoices were not paid (Ontario Hydro sent a notice to cut off power to the sewage treatment plant and arena) and mandatory reports were not filed with government Ministries and Agencies. Additionally, an operational review was conducted which showed significant and serious issues with the CAO's non-performance of essential duties.

41. Subsequently, it came to the attention of Francine that a CAO/Treasurer had been contracted by the Defendant until the end of December 2024, notwithstanding that Francine had been scheduled to return to work in March 2024, and that no investigation had been conducted regarding the allegations of misconduct.
42. On May 22, 2024 Francine's legal counsel emailed the Defendant's legal counsel to advise that Francine had not been provided with either identities of the complainants, or particulars of the complaints.
43. On June 3, 2024, Francine's legal counsel again emailed Defendant's legal counsel to request particulars, and provided the legal authorities expressly stating that Francine was entitled to know the evidence against her prior to being examined, the opportunity to provide a full response to that evidence, the right to know beforehand exactly what wrongdoing she is alleged to have committed, the right to call additional witnesses to support her position or counter evidence already offered, and the right to know the evidence against her before a decision regarding wrongdoing is reached on the basis of that evidence.
44. Defendant's legal counsel did not respond to either of the emails.

45. On June 12, 2024, Deputy Mayor Gardiner emailed Francine to *“offer you an opportunity to participate in a workplace investigation that is being completed by Integrity Management Consulting group. The scope of this investigation is based on allegations brought forward against you by staff members during our 2023 operational review”*.
46. Francine’s legal counsel responded on the same day by writing to Defendant’s legal counsel and repeating the request for particulars.
47. Furthermore, on June 13, 2024, Francine replied to Deputy Mayor Gardiner by email in which she stated *“I am looking forward to participating in the investigation once I have been provided with full particulars of the allegations against me. My lawyer has requested this information from Kathleen Stokes, however it has not been provided. I look forward to receiving the requested information, so that I might have the opportunity to provide an informed response.”*
48. On Tuesday, June 25, 2024, Defendant’s legal counsel provided the following list of allegations:
- Continual verbal and hostile attacks on staff / Personal attacks on staff in the presence of other staff / Berating staff verbally leaving them feeling harassed / Continually raising her voice to the point of yelling*

- *Yelling at staff to get out of her office*
- *Throwing pens across the room*
- *Yelling and berating staff about not doing their job properly*
- *Entering one staff's office, slamming the door and yelling extensively and loudly at the staff member, within earshot of all others in the office*
- *Slamming the phone after completing calls on numerous occasions*
- *Yelling at a staff member so loudly, another staff had to ask her to stop because the clients could hear*
- *One staff member was bullied at a staff meeting and instead of addressing the bullying, Ms. Desormeau allowed the bullying behaviour to continue and engaged in it*
- *Made numerous staff cry through berating and demeaning them, resulting in at least one going home and on a different occasion, one taking a Medical Leave*
- *Bullying staff to the point where at least one, and perhaps several, left the employ of the Town*
- *Yelling in a loud voice on the phone when berating staff about completion of his/her duties*
- *Ms. Desormeau, on one occasion, was on the phone with a staff member for an extended period. When the call ended, the staff re-emerged, was silent, looked utterly shocked, and resigned from his position the next day.*

Undermining staff to other staff / Addressing staff in a manner consistent with bullying

- *Ms. Desormeau stated to one staff, regarding another, that she was going to, “have his job”*
- *Ms. Desormeau made comments to one staff, “if you are going to come to work, at least do your job”*
- *She often gave staff direction, then changed her mind, denying her previous statements, making the staff feel incompetent*
- *Purposely isolating staff if she was angry with them*
- *Stated to one staff member, “I want him gone” regarding another staff member*
- *Berated one staff upon her return from sick leave*
- *Told one staff upon returning from bereavement leave, “If you can’t do your job, just leave”.*
- *Whenever she was in what was described as a “mood”, she would be abusive, slam doors and assign unrealistic timelines for assignments*
- *Accused certain staff of “not doing anything right”*
- *She told one staff, “get out of my f’in office” “go home, I don’t want to see anymore”*
- *Described as “Jekyll and Hyde”, One minute yelling, “I don’t have time for this” and then her “mood” could “flip on a dime”*
- *On certain days, she would come into the office and not speak to anyone*

49. Defendant’s legal counsel also advised that Francine could respond by interview, or in writing provided that it was delivered by June 28th, 2024.

50. Francine's legal counsel responded on the same day to again request particulars sufficient for Francine to formulate an informed response, and on June 26th requested that legal counsel provide the Defendant's policies governing workplace complaints and investigations. Defendant's legal counsel ignored the request for particulars and the policies and advised that if a written response was not received by the deadline imposed in her email of June 25, 2024, a decision would be taken without Francine's participation.

51. As a consequence of the arbitrary deadline imposed by the Defendant's legal counsel, and the threatened consequence for failure to comply, Francine formulated a written response to the list of allegations. It was delivered by her legal counsel to the Defendant's legal counsel on June 28th, with the following reservation:

I am attaching our client's response to the "list of allegations". It is provided to evidence our client's willingness to be cooperative, but as you will see from its content she is unable to provide any detailed reply because your client and the independent investigator have refused to provide her with any particulars. Our client reserves her right to provide supplementary responses one she has received the particulars, as required by law.

52. No response was delivered by Defendant's counsel and the particulars, policies, and organizational review were never provided.

53. On July 11, 2024, Defendant's counsel emailed Francine's counsel and attached a letter from the Defendant to Francine dated July 9th, which stated that Francine's employment was terminated effective immediately for "just cause". The letter cited "just cause" as:

- *Unprofessional behaviour towards staff: This has led to extreme difficulty in task completion.*
- *Lack of clarity in communication: Inconsistent dissemination of information has contributed to confusion and decreased efficiency.*
- *Bullying and harassment: Engaging in behaviours perceived as bullying and harassment has caused staff to feel denigrated and powerless.*
- *Creating a stressful work environment: Your actions have created an atmosphere of stress and anxiety, adversely affecting team cohesion and decision-making.*
- *Neglect in addressing conflicts: Failing to address and resolve conflicts appropriately has exacerbated the negative work environment.*
- *Negligence in administrative tasks: This includes unpaid invoices and incomplete financial reports.*

The Contract of Employment

54. Francine was employed as CAO/Treasurer pursuant to a contract of indefinite duration (the "Contract").

55. Her compensation consisted of:
- (a) Annual base salary of \$111,650.00;
 - (b) An annual increase to her salary;
 - (c) Health, dental, life, travel, and disability (short and long term) benefits; and
 - (d) Participation in the OMERS Defined Benefit Pension Plan (DBPP) with matching employer contributions.
56. The *Employment Standards Act, 2000* (“ESA”) provides that Francine is entitled upon termination of employment to 8 weeks salary in lieu of notice, 24 weeks salary for Severance Pay, and an 8-week continuation of benefits, unless the Municipality can establish that Francine “*has been guilty of willful misconduct, disobedience, or willful neglect of duty that is not trivial and has not been condoned by the employer*”.
57. Furthermore, it was an implied term of the contract of employment between Francine and the Defendant, that in the absence of just cause for dismissal, the Defendant would give reasonable notice of termination of Francine’s employment or a payment in lieu of reasonable notice, including all compensation Francine would have received, inclusive of benefits, had Francine been able to work through the period of reasonable notice.

58. Francine denies the allegations advanced by the Defendant, in its correspondence of July 9th, 2024, as grounds for the summary termination of her employment. The allegations are baseless, false, contrived, and asserted by a vengeful Mr. Belanger and those within the Municipality whom he has influenced to support him in this initiative.

59. Even if the allegations were proven, they do not meet the *ESA* standard for denial of notice and Severance, and the common law “just cause” standard for summary dismissal. This is particularly applicable when viewed in the context of Francine’s employment, including her age, seniority, role and responsibilities, and her faithful, diligent, and competent service to the Municipality over a period of 24 years. In addition, there is no finding by the investigation that Francine was dishonest, and she has never been accused prior to the investigation of any wrongdoing, and never disciplined. If any sanction was applicable, it would be a form of progressive discipline. The discipline of termination of employment is grossly disproportionate to any of the alleged misconduct.

Damages for Wrongful Dismissal and Vacation Pay

60. Francine is entitled to a notice period of at least 27 months due to the following:

- (a) Her senior position as CAO/Treasurer;
- (b) Her excellent job performance;
- (c) Her 24 years of service, comprising the bulk of her working life;
- (d) The increased challenges of seeking employment at 53 years of age;
- (e) Her compromised health;
- (f) The restricted availability of similar employment having regard to the scarcity of municipal CAO / Treasurer positions;
- (g) The unfounded and fabricated allegations of cause;
- (h) The refusal to provide Francine with procedural fairness in the investigation;
- (i) The failure of the Defendant to provide a letter of reference;
- (j) Francine's compromised reputation as a consequence of the Defendant's behaviour and summary dismissal; and
- (k) Other factors which will be particularized at trial.

61. Francine claims \$251,212.50 salary in lieu of notice based on a reasonable period of 27 months. In addition, Francine claims salary increases she would have received over the period of notice and damages for loss of benefits and matching pension contributions, which will be proven at trial.

62. Francine had been paid her salary to the date of termination; however, the Defendant has refused to pay her the entirety of her accumulated (banked) vacation days. On termination, Francine had 114 banked vacation days having a value of \$48,951.16. The Defendant has paid only \$16,553.83.
63. The Defendant, in refusing to pay the banked vacation, has proffered a “policy” which it asserts limits its obligations. However, to the knowledge of Francine, this policy has never been implemented. In particular, Francine has direct knowledge of 10 employees who were paid all of their vacation pay on termination, irrespective of the reason for termination.
64. Francine therefore claims unpaid vacation pay in the amount of \$33,397.33.

Breach of the Duty of Good Faith

65. The Defendant has breached its duty of good faith and fair dealing towards Francine both during her employment and in the process of termination. The Defendant has failed to be candid, reasonable, honest and forthright, and their conduct has been unfair, untruthful, misleading and unduly insensitive toward Francine. The bad faith conduct includes but is not limited to the following:

- (a) Retaliation against Francine for not recommending the hiring of Mr. Belanger's son;
- (b) Convening an investigation based on allegations which were baseless, false, contrived, asserted and elicited through the efforts of a vengeful Mr. Belanger and those within his influence, in bad faith and with the intention of creating grounds for the summary dismissal of Francine;
- (c) Conducting the investigation in a cursory, superficial, and biased manner;
- (d) Intentionally denying Francine the protections and due process required to be provided to an employee in an investigation, including but not limited to asserting allegations comprised of broad attacks on Francine's character and comportment over her 25 years of service, while refusing to provide any evidence in support of the allegations, any specifics as to time and place of events, identities of complainants and witnesses, the 2024 Organizational Review, or the relevant policies;
- (e) Making public statements concerning Francine's performance and leave of absence; and
- (f) Terminating Francine's employment for just cause when it knew, or ought to have known, that dismissal for just cause was not warranted.

66. Francine therefore claims aggravated, *Bhasin* and/or moral damages in the amount of \$100,000.

Breach of the Ontario Human Rights Code and Breach of Privacy

67. Prior to the commencement of the investigation Francine became ill. The illness affected her job performance, and ultimately resulted in a lengthy period of disability. The Defendant breached its obligations to Francine under the *Ontario Human Rights Code* by failing to consider Francine's job performance after the return of Mr. Belanger to the Municipality in the context of her health impairments, and failing to make inquiries as to her need for accommodation; while she was on medical leave it requested excessive medical information; it repeatedly communicated with her in a manner that conveyed skepticism regarding her illness and dissatisfaction with her employment performance; and it requested that she participate in a review.
68. Francine claims damages in the amount of \$100,000 for breach of the *Human Rights Code* and breach of her privacy, and the resulting injury to her dignity, feelings, and self respect.

Aggravated & Punitive Damages

69. The Town of Mattawa's behaviour during Francine's employment and upon termination caused Francine anxiety, shame, and distress. It has had a serious and permanent impact upon her emotional well-being and enjoyment of life.
70. Mr. Belanger's conduct, and those complicit in his behavior as described herein, was high-handed, callous, outrageous, and worthy of sanction in the form of punitive damages.
71. Francine claims punitive, exemplary and/or aggravated damages in the amount of \$250,000.

Damages for Mental and Emotional Distress

72. The wrongful intentional and negligent conduct of Mr. Belanger and those complicit in his behavior has caused a documented medical injury to Francine resulting in extended disability leave and medical treatment, and she will continue to suffer its effects for the remainder of her life. The conduct was calculated to cause her harm, and it was foreseeable that it would cause her harm. It occurred while she was in active employment, and continued while she was on disability leave.

73. Francine claims damages for pain, suffering, and loss of enjoyment of life, in the amount of \$400,000.

Defamation

74. Mr. Belanger's conduct, and those complicit in his behavior as described herein, was defamatory. It consisted of the disparaging remarks as set out in paragraphs 24, 25, 29 and 45 above, and the suspension and summary termination of her employment. She has suffered, and will continue to suffer, damage to her reputation.

75. Francine claims damages for defamation in the amount of \$100,000.

Vicarious Liability

76. The wrongful conduct described herein was taken by employees of the Municipality within the course of their employment. The Municipality is liable to Francine for their conduct under the principle of vicarious liability.

77. This action should be tried in the City of North Bay, in the Province of Ontario.

Dated: September 6, 2024

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Lawyer for the Plaintiff

FRANCINE DESORMEAU
Plaintiff

v.

THE CORPORATION OF THE TOWN OF MATTAWA
Defendant

Court File No.:

SUPERIOR COURT OF JUSTICE

Proceeding commenced at North Bary

STATEMENT OF CLAIM

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