

## SCHEDULE "A"

### ALBERTA HUMAN RIGHTS COMMISSION COMPLAINT OF SOPHIE PURNELL

#### A. INTRODUCTION

1. Sophie Purnell (the "**Complainant**" or "**Ms. Purnell**") brings this Complaint against her former employer Taylor Janis LLP (the "**Respondent**" or "**Taylor Janis**").
2. Ms. Purnell states that she was discriminated against by Taylor Janis on the grounds of race, colour, ancestry, place of origin and gender, in contravention of section 7 of the *Alberta Human Rights Act*, RSA 2000, c A-25 (the "**Act**").
3. Ms. Purnell states that she was wrongfully terminated on November 3, 2022, and that the aforementioned protected grounds were a factor in this termination. Ms. Purnell further states that this wrongful termination was clearly in reprisal for speaking out against the harassing and discriminatory work environment at Taylor Janis, and that she was unfairly singled out and targeted as a result of her employer's discriminatory conduct.
4. Although some of the events described in this Complaint may be outside of the one-year limitation period set out under the *Act*, these events are relevant and helpful in providing context to the Commission regarding the circumstances giving rise to the alleged discrimination.
5. Ms. Purnell seeks damages for discrimination as a result of Taylor Janis' alleged discriminatory conduct.

#### B. THE PARTIES

6. Ms. Purnell resides in the City of Calgary, in the province of Alberta. She is an employment lawyer and runs a boutique employment law practice.
7. Ms. Purnell is a proud member of the Black, Indigenous, and Other People of Colour (BIPOC) community. Ms. Purnell originates from Burundi, a country in central eastern Africa, and immigrated to Canada with her family in 1996 after seeking refuge in Belgium for a couple years to flee a genocide in her home country.
8. Taylor Janis is an employment law Firm, operating as a Limited Liability Partnership (LLP) in the province of Alberta, with offices in Calgary, Edmonton, Vancouver, Red Deer, and Kamloops.
9. Conan Taylor ("**Mr. Taylor**") is the founding and managing partner of Taylor Janis, and resides in the City of Edmonton, in the province of Alberta.
10. Ms. Purnell was employed as an associate lawyer in the Calgary office. At the time of her dismissal, Ms. Purnell was the only black person working at the Calgary location.

#### C. MS. PURNELL'S EMPLOYMENT WITH TAYLOR JANIS

11. Ms. Purnell commenced employment with Taylor Janis on or around November 1, 2018, as an associate lawyer, practicing exclusively in the area of employment, labour, and human rights law.

12. Prior to joining Taylor Janis, Ms. Purnell was employed as an associate lawyer with a full-service boutique law firm in Calgary.
13. At all material times, Ms. Purnell was an employee of Taylor Janis.
14. Initially, Ms. Purnell's employment with Taylor Janis was uneventful. However, she began to observe a concerning pattern of high turnover among the Firm's lawyers and administrative staff.

**(a) Ms. Purnell Offered the Role of Non-Equity Partner and Managing Lawyer**

15. On Friday January 22, 2021, two of Taylor Janis' most senior lawyers departed without notice, to start their own competing employment law firm. This caused upheaval and panic among the Firm's remaining lawyers and staff.
16. Later that same day, Mr. Taylor phoned Ms. Purnell and offered her the role of "Non-Equity Partner and Managing Lawyer" for the Calgary office. At that time, Mr. Taylor did not offer further information about the requirements or compensation structure for this new position.
17. Despite the issues at the Firm, Ms. Purnell saw this new position as an opportunity for professional growth, and a chance to create a positive workplace culture. She advised Mr. Taylor that she was interested in the role, but wanted to think about it and required more information.
18. Mr. Taylor was frantic, and informed Ms. Purnell that he wanted her to accept the offer by that Sunday (January 24, 2021), so that a Firm-wide announcement could be made on Monday January 25, 2021.
19. Ms. Purnell reluctantly agreed to accept the role on the condition that details with respect to her compensation structure would soon be resolved. Mr. Taylor agreed to this condition.
20. Over the next few months, Mr. Taylor involved Ms. Purnell in the management and everyday running of the Firm's Calgary location. Ms. Purnell's duties increased exponentially. She performed these additional duties based on the understanding that she would be remunerated for them, and that her compensation would be revised to be commensurate with her new position.
21. However, after working in the new position for a month, Ms. Purnell's compensation was still not revised. She followed up numerous times with Mr. Taylor regarding this issue but received no meaningful answers.
22. While Ms. Purnell was performing the additional duties in the Calgary office, she was unable to devote as much time to her own law practice. As Ms. Purnell was compensated on a commission fee structure, these additional duties negatively impacted her billings and collections.
23. Ms. Purnell raised these concerns with Mr. Taylor, but again, nothing was done to rectify the situation.
24. Instead, Mr. Taylor asked Ms. Purnell to cease performing managerial duties going forward. Ms. Purnell was puzzled and blindsided by this request. She asked Mr. Taylor if the Firm was rescinding her offer of Managing Lawyer and Non-Equity Partner. He assured her that the Firm

was not, and that they were simply restructuring the role of Managing Lawyer, and that once this was figured out, they would formally extend her the offer.

25. Although Ms. Purnell felt confused by this situation as she had already been performing the duties of Managing Lawyer, she trusted Mr. Taylor's representations and assurances to her.
26. Mr. Taylor promised Ms. Purnell that her non-equity partnership compensation model would be retroactive to January 2021. Further, he represented to her that she would be entitled to the difference between her commissions/wages earned in 2021, and what she would have earned had the new pay structure been implemented at the time she started the role in January 2021.
27. However, by the Spring of 2021, Ms. Purnell still had not received her new employment agreement or retroactive compensation increase, despite repeated requests.
28. In or around August 2021, Jaret Janis ("**Mr. Janis**"), the other founding and managing lawyer of Taylor Janis suddenly departed the Firm on what appeared to be acrimonious terms with Mr. Taylor. His departure caused further upheaval and panic at Taylor Janis.
29. In or around October/November 2021, Ms. Purnell was finally provided with a formal offer to become a non-equity partner. However, Ms. Purnell did not sign the Partnership Agreement because it was still in the process of being amended to reflect Mr. Janis' departure from the Firm. Despite repeated requests to Mr. Taylor, Ms. Purnell was never provided with an updated Partnership Agreement prior to her date of dismissal.
30. On or about November 3, 2022, Ms. Purnell received an email from Mr. Taylor advising that she was being terminated. The effective end date of the employment relationship was December 16, 2022.
31. Throughout her time at Taylor Janis, Ms. Purnell was frequently subjected to a toxic and discriminatory work environment, the particulars of which are set out below. Ms. Purnell was discriminated against on the basis of race, colour, ancestry, place of origin and gender, and these protected grounds were a factor in Taylor Janis' decision to terminate her, as well as their adverse treatment of her during the course of her employment.

#### **D. DISCRIMINATORY CONDUCT**

##### **(a) Race, Colour, Ancestry, and Place of Origin**

32. On June 9, 2022, Ms. Purnell walked into a conversation between two of the Firm's legal assistants who were making coffee in the office kitchen/lunchroom located across from Ms. Purnell's office.
33. Prior to Ms. Purnell entering the office kitchen, one of the legal assistants (AD) asked the other assistant (AV) if she likes her coffee like she likes her men. Ms. Purnell walked into the lunchroom while AV responded that she had "never dated a black man". Ms. Purnell's legal assistant (SA) entered the kitchen having overheard the conversation, and repeatedly stated that she did not "find black men attractive."
34. Ms. Purnell was then asked whether she found black men to be attractive given that she had married a white person.

35. In an attempt to deflect what she perceived to be a very uncomfortable and discriminatory situation, Ms. Purnell engaged in a short conversation about how her choice to marry a white person was not based on her “not being attracted to black men” but based on the fact that she chose to marry an individual with similar spiritual and life values from her church community, which happened to consist of a primarily white demographic.
36. After reflecting further on this conversation, Ms. Purnell continued to feel rattled and uncomfortable by the underlying racialized themes in the office kitchen conversation (the “**Incident**”).
37. On June 11, 2022, after having discussed the matter with her support group, Ms. Purnell decided to send a group text message to the three staff members who were present during the Incident, stating that upon further reflection, as a person of colour, she had found some of the comments to be both inappropriate and hurtful. In her text message, Ms. Purnell also requested that the staff members be mindful before making further comments of that nature in in the workplace (the “**Text Message**”).
38. In the weeks that followed the Incident, the three staff members involved complained to Mr. Taylor regarding Ms. Purnell’s handling of the situation and stated that they “no longer felt safe” around her.
39. On Monday June 13, 2022, Ms. Purnell arrived at the office and read the email response from her legal assistant SA, who indicated that:
  - a. she no longer felt comfortable discussing anything that is not “work related”;
  - b. she would no longer participate in “small talk” with Ms. Purnell due to Ms. Purnell “misconstruing” the events in the kitchen; and
  - c. she would no longer allow Ms. Purnell to contact her on her mobile device. (Text messaging with the assistants was commonplace among lawyers at the Firm, including Mr. Taylor, to discuss both personal and work-related matters.)
40. After reading SA’s response, Ms. Purnell became concerned that the Text Message hadn’t landed well. As SA was not present at work on June 13<sup>th</sup>, Ms. Purnell made attempts to approach the other two staff members to discuss the situation. Ms. Purnell first approached AD who was visibly upset and avoided eye contact, and who communicated to Ms. Purnell that she did not want to discuss the Text Message. Ms. Purnell expressed that she hoped that they could resolve this and move forward, and AD reiterated that “there is nothing to talk about” and proceeded to put her ear buds back in so as to avoid further communication.
41. Feeling humiliated and anxious, Ms. Purnell approached AD again later that day, and said that while she understands that AD is upset, she at a minimum asked to be treated with basic civility despite their differing views of the Incident. AD then communicated that:
  - a. in her view, what was discussed in the kitchen was not inappropriate;
  - b. “people here don’t hate you because of your race”;
  - c. Ms. Purnell should not take offense for people not being attracted to black men because AD, being of Lebanese descent, would not have been offended if someone expressed they were not attracted to Lebanese men; and

- d. she would only talk to Ms. Purnell about work related tasks stating: “don’t ask me how my weekend was because I won’t respond”.
42. The other assistant, AV, advised Ms. Purnell that she had concerns with the manner in which the feedback was provided (via the Text Message). AV stated that the feedback ought to have been given in person and/or individually, and that if Ms. Purnell felt uncomfortable, she should have spoken up immediately during the Incident.
43. Later that day, Ms. Purnell called Mr. Taylor in tears, to give as full of an account of the situation as she could given her distress at the time, and to communicate that it was never her intention to hurt the legal assistants and hoped that the issues could be resolved. Mr. Taylor was initially somewhat supportive of Ms. Purnell during this call and said he would have a meeting with the staff members. He acknowledged that Ms. Purnell’s objective was not ill intended, malicious, or punitive. However, during the call, Mr. Taylor made several derogatory remarks, including calling the three staff members “little bitches” and remarking that they were “uneducated” and “wannabe lawyers” which made Ms. Purnell uncomfortable. Ms. Purnell reiterated that she doesn’t want/need Mr. Taylor to denigrate the assistants to make her feel better, and that she just wanted to find a way to mend the working relationship. Mr. Taylor also mentioned that one of the Firm’s lawyers had a fiancée who was a Diversity Equity and Inclusion (DEI) specialist, and suggested that perhaps she could help the Firm.
44. Mr. Taylor met with the three staff members together. Ms. Purnell did not observe any subsequent improvement in their treatment of her following this meeting.
45. On June 14, 2022, Ms. Purnell wrote an email to Mr. Taylor expressing her ongoing concerns about the Incident, and the subsequent reactions of the three staff members involved. Ms. Purnell advised that she found the continued hostility displayed by these staff members concerning. Ms. Purnell also advised that she felt singled out and ostracized by the three staff members, including her own assistant, and that as a result of their ongoing conduct and treatment of her, Ms. Purnell felt incredibly stressed and anxious, and did not feel that it was psychologically safe to come in to work.
46. Between June 21, 2022, and June 29, 2022, Mr. Taylor sent a flurry of emails to Ms. Purnell, the particulars of which are as follows:
  - a. On June 21<sup>st</sup>, 2022, Mr. Taylor writes to Ms. Purnell “directing her” to attend two meetings, one with the Firm’s partnership, and one with Mr. Taylor and the three staff members involved in the Incident.
  - b. On the same date, Ms. Purnell replied to Mr. Taylor’s email, indicating that although she was happy to meet, she did not feel comfortable attending a meeting without a support person present. Ms. Purnell also made several suggestions regarding a potential appropriate third party, including a DEI consultant, or an Equity Ombudsperson through the Law Society’s free resolution service.
  - c. Later that day, Mr. Taylor sent a reply email stating that he was willing to postpone the meeting with the three staff members, but was not willing to accommodate Ms. Purnell’s request to postpone the initial meeting with the partnership.
  - d. On June 27, 2022, Mr. Taylor sent Ms. Purnell a reply email demanding that Ms. Purnell immediately confirm her attendance at a meeting later that week, and also that she provide Mr. Taylor with a written statement regarding the Incident by end of day.

- e. Later that day, Ms. Purnell replied to Mr. Taylor again, requesting accommodation regarding a support person, and also requesting an extension on timing for the meeting(s) to late August or early September due to her busy trial schedule and client obligations. She also asked for further justification on why a “written statement” was required, when she had communicated the facts and her concerns regarding the Incident to Mr. Taylor during their phone-call on June 13, 2022.
  - f. On June 28, 2022, Mr. Taylor responded to Ms. Purnell’s email, advising that he found her requests for accommodation “insufficient” and that any further delay was “unacceptable” but that he was willing to postpone the meeting with the partnership until mid-July. Mr. Taylor’s correspondence of this date took on what Ms. Purnell perceived as a “threatening tone” as Mr. Taylor alluded to “corrective action” being taken as against Ms. Purnell if she did not acquiesce to his timeline and demand for a written statement.
  - g. Mr. Taylor then sent a follow-up email to Ms. Purnell on June 29, 2022, reiterating his demand for a written statement, and a commitment to a meeting in the next two weeks.
  - h. Ms. Purnell felt incredibly uncomfortable and unfairly pressured due to the abrupt change in tone of Mr. Taylor’s correspondence, as well as his suggestion that she could face potential punitive measures for not acquiescing, despite her several requests for reasonable accommodation in regard to timing, and having a support person or DEI consultant present. As such, Ms. Purnell did not respond to Mr. Taylor’s email.
  - i. Mr. Taylor did not contact Ms. Purnell again until August 9, 2022, when he resumed asking her for a meeting. After some discussion, it was decided that a meeting would be set for September 15, 2022.
47. In an effort to placate Mr. Taylor’s multiple and harassing demands for an immediate meeting to immediately fix the situation on his own terms, Ms. Purnell contacted him via telephone. In that call, Mr. Taylor communicated that, in his view, the Incident had more to do with office dynamics issues and, alleged interpersonal issues and grievances that the legal assistants had with Ms. Purnell and less to do with race. Mr. Taylor demanded repeatedly that Ms. Purnell “trust [him]” on this conclusion.
48. During that call, Ms. Purnell proposed that the Firm seek assistance from the Equity Ombudsperson at the Law Society of Alberta because they have free mediation services or to hire an external consultant — like the lawyer’s fiancée, as Mr. Taylor had already suggested. Mr. Taylor stated that the external consultant was too expensive and, specifically, that the services she could provide were not worth the quoted price.
49. During the phone call, and without any input from Ms. Purnell, Mr. Taylor stated that he assumed that Ms. Purnell would want a DEI policy for the Firm. However, he advised Ms. Purnell that the Firm would not be instituting a DEI policy as such policies “create a fear environment”. He then proceeded to give an example provided to him by one of the legal assistants in which an employee at another company claimed that she was discriminated against for what he deemed to be frivolous reasons. He then firmly stated that he feels confident that “as a white man”, he was more than capable and “qualified” to handle the situation without outside support. When Ms. Purnell asked if she could bring a support person, Mr. Taylor expressed that:

- a. he would rather that the support person be someone who “understands the office dynamics”. Ms. Purnell was puzzled by this comment, as Mr. Taylor had clearly directed her not to discuss the Incident with any other members of the Firm;
  - b. Ms. Purnell could bring whoever she wanted to the meeting, but he would not allow some third party to “run” his meeting;
  - c. when Ms. Purnell ran the idea past Mr. Taylor that the support person be a black female lawyer who was at the time working at the Firm, but had resigned prior to Ms. Purnell’s dismissal, he said that he would “rather not” have Ms. Purnell consult her on the Incident; and
  - d. Mr. Taylor continued to classify the ongoing issues stemming from the Incident as “interpersonal issues” and not issues caused by a lack of diversity and inclusion at the Firm.
50. Between end of June 2022 and September 2022, Mr. Taylor and the legal assistants’ treatment of Ms. Purnell abruptly changed. Ms. Purnell was ostracized from common events in the office that she would otherwise have participated in previously. When assembling coworkers to go out to lunch, the assistants would invite the other lawyers and expressly not ask Ms. Purnell because they “no longer felt safe around her”. Several of the legal assistants would avoid eye contact and turn away from Ms. Purnell, or outright ignore when Ms. Purnell greeted them. When Ms. Purnell approached the office lunchroom/kitchen, she would hear the assistants talking, but once she entered the room, they would immediately cease their discussions and pick up their cell phones until Ms. Purnell had left the lunchroom.
51. A meeting was set for September 15<sup>th</sup>, 2022, with Ms. Purnell, Mr. Taylor, and two partners from the Edmonton office. The meeting lasted for over three hours. Prior to the meeting, Ms. Purnell requested that if Mr. Taylor intended to raise the racial incidents, that he provide her with advance notice so that she could bring a support person with her. Mr. Taylor said he would not go too much into the details of the Incident.
52. However, the entire meeting revolved around the Incident. During that meeting, Mr. Taylor reiterated that Ms. Purnell “lack[ed] insight” because she misconstrued the Incident as being racist as opposed to the administrative assistants just finding her a challenge to work with because of peripheral issues related to practice management and Ms. Purnell’s growing and demanding practice. Among other things, Mr. Taylor communicated that when working intensely, it was his view that the legal assistants perceived Ms. Purnell as being “stern” and “bossy”. Ms. Purnell requested examples. Mr. Taylor expressed frustration with Ms. Purnell, and stated that he has “a little joke about [her] in his head” and it’s from an old poem about bad little girls which he paraphrased as follows: “There was a little girl with a great big curl in the middle of her forehead. When she was good, she was very, very good. And when she was bad, she was naughty.” Ms. Purnell found Mr. Taylor’s comments incredibly patronizing and disrespectful, and felt that Mr. Taylor was intentionally demeaning her based on gender, by comparing her to the “bad little girl” in the popular poem by Henry Wadsworth Longfellow.
53. In addition to gaslighting Ms. Purnell, Mr. Taylor communicated to Ms. Purnell that:
- a. the staff members specifically denied that there was anything in the conversation that related to racial preferences;

- b. the legal assistants engaged in a conversation in the office lunchroom out of “genuine innocence”, so he was disappointed that Ms. Purnell pulled the carpet from underneath their feet by sending the Text Message;
  - c. the Text Message made them feel “unsafe” to such a point that they were ready to quit on Monday;
  - d. it was “insensitive” and “conclusory” on Ms. Purnell’s part to have drawn the conclusion that the legal assistants’ reaction was an expression of ‘white fragility’ in reference to the book by Robin DiAngelo, nor was it, in his view, the “right conclusion”; and
  - e. the open trusting relationship was gone and he was now reluctant about Ms. Purnell’s ability to be a leader at the Firm.
54. Mr. Taylor suggested during the meeting that he would facilitate and support Ms. Purnell if she decided to resign; however, Ms. Purnell had not hinted at wanting to resign and indeed responded that it was not her intention to leave the Firm.
55. During the course of the meeting, Ms. Purnell requested several times that she not be required to discuss the Incident without a support person present. However, Mr. Taylor continued to press the issue anyway.
56. The meeting did not address Ms. Purnell’s concern about the discriminatory comments made during the Incident, or her subsequent treatment by the three staff members involved, or by Mr. Taylor. At the conclusion of the meeting, Mr. Taylor stated that he was coming out of the meeting with a huge weight off his chest and, while chuckling, exclaimed, “I’m sorry that you are not sharing that...but I hope you work yourself there.”
57. Following the meeting, one of the partners from the Edmonton office who had attended the September 15<sup>th</sup> meeting, expressed to Ms. Purnell during a telephone call that it was “clear that the Firm mishandled the situation” and that the “Firm is not equipped to handle these types of issues”. The partner also advised Ms. Purnell that he felt that the way Mr. Taylor handled the situation “enabled” the three staff members in question to single her out and treat her differently than other lawyers in the office over the last several months. The partner also asked Ms. Purnell whether she would be willing to participate in mediation with the Law Society’s Equity Ombudsperson and also prepare a written statement. Ms. Purnell agreed. However, Ms. Purnell was terminated before a meeting with the Ombudsperson could be scheduled.
58. Following the September 15<sup>th</sup> 2022 meeting, and until her termination on November 3<sup>rd</sup>, 2022, Ms. Purnell still felt continuously harassed and singled out by the three staff members. She was scared to ask for help from administrative staff for fear that demands would be construed as her being demanding, aggressive, and intense and continued receiving little support from Mr. Taylor who made it clear that Ms. Purnell was the source of the problem.
59. Ms. Purnell was advised by her legal assistant that Mr. Taylor was intruding on her privacy by spying on her practice and pestering her with questions about whether Ms. Purnell was planning to resign.
60. Mr. Taylor’s conduct at the time of termination, and in the weeks following, was extremely prejudicial, and perceived by Ms. Purnell as “punishment” for pressing that the Firm deal properly with the Incident and the resulting aftermath.



61. The following particulars of Ms. Purnell's termination clearly illustrate that she was treated differently than any other staff member, and was treated adversely both at the time of termination, and in the weeks following:
- a. Mr. Taylor terminated Ms. Purnell via email which was sent to her around 6:30pm on November 3<sup>rd</sup>, 2022. No termination meeting was scheduled.
  - b. The day after her termination, Ms. Purnell attended the office and found that the office staff and lawyers in the Calgary office were already aware of her termination. Ms. Purnell was also locked out of the Firm's file management system, with the exception of her own files. Her requests to access precedents were denied.
  - c. Mr. Taylor initially advised Ms. Purnell that she had until the end of January 2023 to figure out where she was going to go, however during a phone-call the day after termination, he advised that he would rather she find somewhere to go sooner than January 2023.
  - d. The day after the termination, Ms. Purnell phoned Mr. Taylor to inquire why he had fired her via email during dinner time hours with her young family. Mr. Taylor responded with "that's just when I got around to it".
  - e. Mr. Taylor sent letters to Ms. Purnell's clients advising them of her departure, supposedly on her behalf, with Ms. Purnell's name at the bottom of the letter, but signed by Mr. Taylor. Ms. Purnell was not aware of this until after the letters had already been sent out.
  - f. Mr. Taylor withheld Ms. Purnell's final pay cheque and other earned wages without justification.

**(b) Gender**

62. Ms. Purnell states that during the course of her employment, she was subject to differential and discriminatory treatment as a result of her gender.
63. Based on Mr. Taylor's demeanor and comments towards Ms. Purnell, such as comparing her to a "bad little girl" and assertions of her being "overly sensitive" and needing to be more confident along with other demeaning remarks made, including during the meeting on September 15th, 2022, Ms. Purnell felt unjustly targeted and disrespected based on her gender. Ms. Purnell submits that these factors played a role in the Firm's choice not to finalize the partnership offer and in the wrongful termination of her position on November 3rd, 2022.

**E. THE TEST FOR DISCRIMINATION**

64. The Complainant has characteristics protected from discrimination, she experienced an adverse impact with respect to a protected area under human rights legislation, in this case, the area of employment practices, and the protected characteristic or characteristics were a factor in the adverse impact.

**(a) Characteristics Protected from Discrimination**

65. The Complainant, Ms. Purnell has several characteristics which are protected from discrimination under the *Act*. As a person of colour and a proud member of the BIPOC community, the *Act* protects Ms. Purnell from discrimination on the grounds of race, colour,

ancestry, and place of origin. Ms. Purnell identifies as a woman, thus the protected ground of gender is also engaged.

**(b) Experienced an Adverse Impact with Respect to a Protected Area under the Act**

66. As previously established, Ms. Purnell brings this complaint in the area of employment practices pursuant to s.7 of the *Act*. During the course of her employment with Taylor Janis, Ms. Purnell was unfairly and adversely impacted in the following ways:

- a. In January 2021, Ms. Purnell was promised a promotion to Managing Lawyer and Non-Equity Partner and was advised by the managing partners at Taylor Janis that her compensation would be adjusted in order to be commensurate with the new position and duties. However, Taylor Janis failed to finalize the promised promotion prior to terminating her employment.
- b. Despite this, Ms. Purnell was required to, and did, perform managerial duties for a number of months following January 2021, which were then abruptly rescinded, pending review of the Managing Lawyer/Non-Equity Partner position. Despite repeated promises, Taylor Janis refused, and continues to refuse to compensate Ms. Purnell for the timeframe in which she performed these extra duties, despite representations that she would be compensated retroactively.
- c. On or about June 9<sup>th</sup>, 2022, Ms. Purnell was subjected to various discriminatory and racialized comments made by three of the Firm's administrative staff. Instead of addressing these issues head on, the Firm, particularly Mr. Taylor, blamed Ms. Purnell for the situation, failed to take any steps to ensure a safe and racism free workplace, and through this omission, failed to protect Ms. Purnell from a targeted campaign of harassment and bullying by the three staff members in question.
- d. Exposure to a hostile workplace, following the Incident, affected Ms. Purnell's workplace productivity and consequently her earnings.
- e. The June 9<sup>th</sup> Incident, and the subsequent aftermath, had a profound impact on Ms. Purnell's dignity, and self-worth, and significantly impacted her mental health to the point where she was forced to seek out professional support through a psychologist in order to work through the trauma caused by the situation.
- f. On November 3<sup>rd</sup>, 2022, only a few months after the Incident and its resulting impact, Ms. Purnell was wrongfully terminated from her position as an associate lawyer with Taylor Janis.

**(c) The Protected Characteristic or Characteristics were a Factor in the Adverse Impact.**

***(i) Race, Colour, Ancestry, and Place of Origin***

67. Ms. Purnell states that the Incident, including Taylor Janis' subsequent mishandling of the situation, was directly related to the Firm's decision not to finalize her promotion to Managing Lawyer and Non-Equity Partner. Following the events of June 9<sup>th</sup>, the Firm, in particular Mr. Taylor, blamed Ms. Purnell for the Incident, and viewed Ms. Purnell as the problem and as a "bad little girl" instead of taking steps to address the issues with diversity and inclusion at the Firm.

68. As a result of the Firm's failure to properly address the situation, Ms. Purnell's relationship with the managing partnership as well as the administrative staff deteriorated significantly after June 9<sup>th</sup>, 2022, and in Ms. Purnell's view, caused the Firm to further delay her promotion and compensation increase despite repeated promises that it would be finalized soon.
69. The subsequent mishandling of the June 9<sup>th</sup> Incident led to a campaign of bullying and harassment as against Ms. Purnell, both by the three staff members involved, and by Mr. Taylor, who continuously bullied and harassed Ms. Purnell. The Firm's complete lack of understanding and racial insensitivity led to the creation of a toxic workplace, where Ms. Purnell no longer felt safe. Her attempts to address the situation by bringing in assistance from a third party, or to have a support person attend partnership meetings with her, were unsupported or straight out denied. As such, Ms. Purnell was traumatized even further, and suffered significant damage to her mental health, self-worth, and dignity that required her to seek out the professional assistance of a psychologist.
70. Finally, Ms. Purnell was terminated less than two months after the September 15<sup>th</sup>, 2022, partnership meeting where the Firm, primarily Mr. Taylor, continuously blamed Ms. Purnell for mishandling the June 9<sup>th</sup> Incident and pressured her to resign.

**(ii) Gender**

71. Ms. Purnell states that her gender was a factor in the aforementioned adverse impacts to which she was subjected by her former employer Taylor Janis, in the following ways:
  - a. Mr. Taylor's demeanor and comments towards Ms. Purnell, particularly instances where he compared her to a "bad little girl" from a poem and repeatedly labeled her as "overly sensitive," "stern," and "bossy," along with other demeaning comments made, including during the meeting on September 15<sup>th</sup>, 2022, had a profound impact on Ms. Purnell. These actions caused her to feel unfairly targeted and disrespected based on her gender. Ms. Purnell submits that these factors played a significant role in the Firm's unjust decision to terminate her position on November 3<sup>rd</sup>, 2022.
  - b. Ms. Purnell was made to feel that she needed to be a "good girl" to earn the back the graces of Mr. Taylor, and to convince him that she was capable of being a leader.
72. As Ms. Purnell's practice and profile began to grow, she began to generate more of her own work and was no longer reliant on Taylor Janis to supply her with clients and work. Up until the end of her employment, Mr. Taylor did not view this as a positive development. Instead of providing sufficient support for her growing practice, Mr. Taylor labeled Ms. Purnell as 'aggressive', 'demanding', 'intense', and 'bossy' – failing to provide support for these allegations based on gender bias.
73. He would routinely spy on Ms. Purnell's practice and tell the Complainant that he didn't want other lawyers at the Firm assisting her with files because then they would become reliant on her for work, and would depart with her if she resigned. However, the Complainant had no intention of departing the firm and this paranoia resulted in her not having sufficient resources to run her practice.
74. For example, Mr. Taylor stated that the Firm could not, and would not, provide her with resources and support for her budding and complex practice representing union members and encouraged her to send these complex files to other firms. However, in or around the Summer of 2022, Mr. Taylor communicated to Ms. Purnell that he was encouraging lawyers to retain union members as clients following a recommendation made by a couple of male lawyers. Ms.

Purnell remarked to Mr. Taylor that this was something she had encouraged the Firm to do for awhile now, but Mr. Taylor glossed over her comments and praised the male colleagues for coming up with this innovative business idea.

## **F. DAMAGES**

75. As per the above, Ms. Purnell's position is that that the prima facie test for discrimination has been clearly established, and that she is entitled to damages flowing from Taylor Janis' contravention of the *Act*.
76. Ms. Purnell states that she has suffered the following damages as a result of Taylor Janis' discriminatory conduct: (a) she underwent, and continues to receive, psychological treatment to deal with the trauma associated with the repeated and frequent exposure to the adverse impact stemming from the discrimination in her workplace. As a result of this discriminatory conduct, she suffered significant emotional distress and loss of dignity and hurt feelings, for which compensation is owed; and (b) she has suffered significant financial distress.

## **G. REMEDY**

77. Ms. Purnell states that the significant magnitude which flows from the insensitive discrimination by her employer entitles her to substantial general damages for reason of the employer's contravention of the *Act*, as well as compensation for lost income and benefits. As such, the Complainant, Ms. Purnell requests the following relief:
  - a. A declaration that the Respondent's conduct constitutes discrimination on the basis of race, colour, ancestry, place of origin, and gender in the protected area of employment practices, in contravention of section 7 of the *Act*;
  - b. An award of damages for the pain and suffering caused to the Complainant by the Respondent's discriminatory conduct in an amount of \$75,000 or in an amount the Alberta Human Rights Tribunal deems just;
  - c. Compensation equivalent to the total loss of wages and benefits experienced by the Complainant-as a result of the discrimination from the date of her termination until the date of the decision of the Alberta Human Rights Tribunal;
  - d. Reimbursement for medical expenses the Complainant has incurred, and will incur, to treat the traumatic impact of the Respondent's discriminatory conduct on her mental health, until the date of the decision of the Alberta Human Rights Tribunal;
  - e. Reimbursement for legal fees incurred by the Complainant as a result of bringing and defending this Complaint;
  - f. Interest on special damages and non-pecuniary amounts pursuant to the *Judgment Interest Act*, RSA 2000, c -1; and
  - g. Such further and other relief as the Alberta Human Rights Tribunal deems just and reasonable.