Court File No.:

ONTARIO

SUPERIOR COURT OF JUSTICE

B E T W E E N :

NATALIA THAWE

Plaintiff

- and -

GOWLING WLG (CANADA) LLP

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.

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: April 24, 2026

Issued By:

Address of the Court:

Superior Court of Justice
330 University Avenue. 8th, Floor
Toronto, Ontario
M5G 1R7

TO: **Gowling WLG (Canada) LLP**
100 King Street West, Suite 1600
Toronto, Ontario
M5K 2A1

Attn: **Anne Tardif, Partner, Gowling WLG (Canada) LLP**
160 Elgin Street, Suite 2600
Ottawa, Ontario
K1P 1C3

CLAIM

1. The Plaintiff, Natalia Thawe ("**Ms. Thawe**" or the "**Plaintiff**") claims against the Defendant, Gowling WLG (Canada) LLP ("**Gowling**" or the "**Defendant**"):

   a) Damages for wrongful dismissal in the amount of $189,736.51, representing the balance of an 18-month notice period, including benefits;

   b) Moral damages for the bad faith manner of dismissal in the amount of $250,000.00;

   c) General Damages in the amount of $250,000.00 for the Defendant's breaches of the Ontario *Human Rights Code* ("*Code*") on the basis of the Plaintiff's race, sex and family status;

   d) Punitive damages in the amount of $250,000.00;

   e) The Plaintiff's costs of this action on a substantial indemnity basis, plus applicable HST;

   f) Pre-judgement and post-judgement interest in accordance with the *Courts of Justice Act,* R.S.O. 1990, c. C. 43; and

   g) Such further and other relief as counsel may advise and this Honourable Court may permit.

The Parties

2. The Plaintiff, Natalia Thawe, is a 37-year-old Black female intellectual property (IP) lawyer and Canadian and US registered patent agent, currently residing in London, Ontario. Ms. Thawe commenced full-time employment as an associate lawyer with the Defendant in 2018.

3. The Defendant, Gowling WLG (Canada) LLP, is a multinational law firm offering comprehensive legal services across key global sectors. Building on its early strength in intellectual property, Gowling WLG diversified to offer a full suite of business law, litigation and intellectual property services in all of Canada's key industries.

The Plaintiff's Employment

4. In 2015, the Plaintiff began at Gowling as a summer student. She went on to complete her articling with the firm, was hired back in 2018 as an associate and spent the next decade dedicated to advancing her legal career at Gowling. Throughout her tenure at Gowling, Ms. Thawe was recognized as an exceptional and valued lawyer - a "*star*" associate who was consistently praised and regularly commended for her legal skills, work ethic, and professional integrity.

5. Ms. Thawe's skills and talents as a senior associate and registered patent agent were thoroughly recognized by clients and legal professionals alike, receiving multiple accolades including *Best Lawyers: Ones to Watch in Canada*.

6. In addition, Ms. Thawe was specifically told by the lead Partner of her Ottawa IP team, Christopher Van Barr ("**Mr. Van Barr**") on July 4, 2024, that he would ensure that she was accepted into the Gowling partnership and that she was on the "*partnership track*".

7. In exchange for her services as a Senior Associate and Patent Agent, a role associated with significant duties and responsibilities, Ms. Thawe's annual compensation package consisted of the following:

a) base salary of $215,000.00;
b) participation in the comprehensive group benefits plan; and
c) 20 days of paid vacation.

8. There can be no question that, at all times, the Plaintiff was a dedicated and productive employee who consistently established herself as a top performer and repeatedly exceeded the Defendants' billable hour target. The Plaintiff performed her duties faithfully and at a high level throughout her tenure. Her professional record is one of consistent excellence, and at no time was she ever advised of any performance deficiencies or complaints that would justify the Defendant's subsequent course of conduct.

Events Leading to the Plaintiff's Wrongful Dismissal

Initial Request to Transfer to the Toronto Office

9. During her time at Gowling, the Plaintiff was primarily an associate of the firm's Ottawa Office. However, in 2020, due to personal health and family circumstances, Ms. Thawe was

interested in moving back to Toronto, where she previously resided, and subsequently joining the Toronto IP Department.

10. Mr. Van Barr agreed to help facilitate the transfer. However, in an introductory call with the Head of the Toronto IP Department, Kevin Sartorio ("**Mr. Sartorio**"), Ms. Thawe was met with clear, inexplicable hostility. Mr. Sartorio demanded to see her resume and financial projections before agreeing to an intra-firm transfer and bluntly stated that the Ottawa Office would have to continue to be the supplier of her work, if the transfer to Toronto occurred. Given this negative interaction, the Plaintiff unsurprisingly decided against the transfer.

Secondment and Transfer to the Toronto Office

11. In or around the week of March 14, 2022, Mr. Van Barr reached out with two opportunities for Ms. Thawe: a secondment to a prominent pharmaceutical client and a transfer to the Toronto IP Department along with a fellow Ottawa Office colleague. Ms. Thawe pleads that she enthusiastically agreed to be seconded; however, she expressed serious concerns about joining the Toronto Office, due to the prior hostility she had experienced. During their subsequent phone call on March 24, 2022, Mr. Van Barr acknowledged her concerns but assured her that the Toronto Office's senior IP partners were "*pretty keen*" on her joining their office.

12. Following a meeting on or about March 30, 2022 with the Toronto IP Department Head, Daniel Cole ("**Mr. Cole**") and Toronto Office's Managing Partner, Benjamin Na ("**Mr. Na**"), the Plaintiff agreed to a transfer to the Toronto Office in late August 2022, based on the clear and express representation from Mr. Cole, Mr. Na, and Mr. Van Barr that she would be expected to continue working primarily with her Ottawa IP team.

13. Upon transferring from the Ottawa Office to the Toronto Office, Ms. Thawe's performance reviews remained positive, and her billable hours remained high, despite receiving very little work from the Toronto IP team. Ms. Thawe continued to work primarily with her Ottawa IP team, which she understood to be the expectation of the Toronto Office, and, in particular, Mr. Cole and Mr. Van Barr.

14. In 2023, Ms. Thawe relocated from Toronto to London, Ontario due to familial responsibilities. At the time of her relocation, the legal professionals at Gowling were permitted

to work remotely and were not required to adhere to the firm's return-to-office ("RTO") policy. The move did not impact Ms. Thawe's work nor its quality. During this time, Ms. Thawe's billable hours temporarily decreased due to a reduction in hours, commensurate with other associates in both the Toronto and Ottawa IP departments. She received limited billable work from the Toronto Office and her Ottawa IP team was also experiencing a slower period in litigation matters. However, from September 2023 into 2024, Ms. Thawe's billable hours steadily increased.

15. Despite continuing to receive no substantive work from the Toronto IP Department, the Plaintiff expected her billable hours to exceed the firm's target in 2024 due to a new large pharmaceutical litigation matter secured by her Ottawa IP team. She therefore believed that her career at Gowling was on track, with no one at Gowling ever telling her otherwise.

Manufactured Concerns and Hostility from Toronto Management

16. On Friday, April 5, 2024, the Plaintiff received an email from Mr. Cole inquiring about workload and capacity. After submitting her response on the morning of Monday, April 8, 2024, in less than one hour, she was contacted by Mr. Van Barr regarding "*administrative issues*".

17. During their conversation, Mr. Van Barr revealed that Mr. Cole had called him to raise these issues, which he characterized as ones concerning billable hours and a lack of integration into the Toronto Office. Ms. Thawe was taken aback by these concerns, as the Partners in Toronto had done nothing to facilitate her "*integration*", nor had they personally raised any concerns with her directly. The Plaintiff sensed that the hostility she had encountered in 2020 remained.

18. Mr. Van Barr expressed sympathy for Ms. Thawe's position, agreeing that integration "*is a two-way street*". He also stated that he had explained to Mr. Cole that her billable hours were lower at the beginning of 2024 due to her family health crisis. He then reassured Natalia that "*this is going to be an iterative thing between me and [Mr. Cole] to figure this out*". In other words, the lead Partner of her Ottawa IP team explained that he did not consider the issues to be serious or even legitimate, and he would take an active role in resolving those issues with Mr. Cole. To that end, Mr. Van Barr proposed involving Ms. Thawe in a litigation matter with himself and Laurent Massam ("**Mr. Massam**"), a Partner in the Toronto Office who had never previously involved her in any litigation matters.

19. Notably, near the end of the meeting on April 8, 2024, Mr. Van Barr inquired whether transferring back to the Ottawa Office would be an option for Ms. Thawe. She reminded him that moving back to Ottawa was not something she could consider because her family circumstances required her to be close to London, Ontario.

20. At Mr. Van Barr's request, Ms. Thawe subsequently reached out to Mr. Massam in a good faith effort to integrate further into the Toronto IP Department. Over the following few weeks, she proceeded to assist his team, while continuing to work with her Ottawa IP team. At this point Ms. Thawe's billable hours in April and May 2024 were at or above the firm's monthly target.

21. On April 29, 2024, Ms. Thawe met virtually with Mr. Massam to discuss, *inter alia,* his expectations of her in-person attendance in the Toronto Office while working together. Mr. Massam's repeated rescheduling of their meetings together in the weeks prior, combined with the long-distance travel required, made in-person meetings with him particularly difficult. Moreover, her in-office attendance was generally consistent with that of other Toronto IP lawyers: many, including Mr. Cole, rarely attended in-person; others attended only occasionally or periodically; and few maintained any regular in-office attendance.

22. During Ms. Thawe's discussion with Mr. Massam on April 29, 2024, she explained to him the challenges she could sometimes face commuting from London to Toronto. He confirmed that virtual attendance was acceptable and could be accommodated, and she relied on that assurance.

23. On May 14, 2024, the Plaintiff met with Selima Mamo ("**Ms. Mamo**"), the Director of the Associate and Law Clerk Programs, who had contacted her to "*touch base*". During the meeting, Ms. Thawe raised the concerns that had been communicated to her by Mr. Van Barr regarding alleged "*administrative issues*". Ms. Thawe explained that frequent in-person attendance in the Toronto Office was challenging because she lived in London, Ontario and had important family responsibilities. Ms. Thawe emphasized, however, that she was committed to in-person attendance as often as possible. Ms. Mamo expressed genuine sympathy and support, provided an assurance that the circumstances would be accommodated, and asked the Plaintiff to submit a variation request to "*paper it*". Ms. Thawe submitted the variation request three days later on May 17, 2024.

The Toronto Office Plans to take "Precipitous" Actions without Warning

24. On May 17, 2024, within hours of submitting the variation request to Ms. Mamo, the Plaintiff was advised by Mr. Van Barr that Toronto management had issued an ultimatum and planned to take "*precipitous*" action against Ms. Thawe unless she agreed to transfer back to the Ottawa Office. The ultimatum was premised on an allegation by Mr. Cole – arising from discussions with Mr. Massam and Ms. Mamo – that the Plaintiff was "*not interested in coming into the office much*". This allegation was untrue and reflected a pre-determined course of action by Gowling rather than a good-faith response to any legitimate concern.

25. It is clear that Ms. Thawe was being "*singled out*" by Toronto management, as in-person attendance was rare and sporadic among legal professionals in the Toronto IP Department following the pandemic, with few exceptions. In fact, Mr. Cole, the Head of the IP Department, was rarely present.

26. Further, during the call, Mr. Van Barr and Ms. Thawe both discovered that certain Toronto IP Partners also actively withheld work from her. In early April 2024, in addition to speaking with Mr. Massam, Mr. Van Barr had secured work for Ms. Thawe on an appellate matter through two Toronto IP Partners, yet this was never communicated to her, and she was not contacted to assist. The full extent of such withholding of work by Toronto IP Partners during her tenure in the Toronto Office remains unknown to the Plaintiff. Nevertheless, this deliberate withholding of work within the Toronto IP Department materially undermined her ability to meaningfully integrate into the Toronto Office and meet her billable hour target.

27. At the conclusion of this meeting, Mr. Van Barr falsely assured Ms. Thawe that two paths remained available to her: remain at the Toronto Office or transfer back to the Ottawa Office. Mr. Van Barr stated that he would address the issues raised by Toronto management on Ms. Thawe's behalf. Based on these representations, Ms. Thawe believed that both paths remained viable.

The Transfer back to Ottawa - A False Opportunity

28. Over two weeks later, on June 4, 2024, the Plaintiff and Mr. Van Barr had a follow-up meeting to update Ms. Thawe about a possible transfer back to the Ottawa Office. Mr. Van Barr advised her that there had not been any substantive responses from Ottawa management. Given

that her previous intra-office transfers had been arranged quickly and without difficulty, the absence of information left the Plaintiff wary and uncomfortable.

29. On June 20, 2024, the Plaintiff met with Sandra Borello ("**Ms. Borello**"), Ottawa's Human Resources Manager, to discuss "*an opportunity to return to the Ottawa Office*". During this meeting, Ms. Borello presented an offer for Ms. Thawe to return to their Ottawa office, along with a new employment agreement. However, as a condition of working in the Ottawa Office, the Plaintiff was required to sign the agreement, which, among other things, froze Ms. Thawe's compensation indefinitely. This was more than an administrative transfer; it was a proposal established on punitive and adverse terms that Gowling knew would be unacceptable to her.

Rejection of the Blatantly Adverse Offer of Employment in Ottawa

30. Knowing that the Senior Partners at the Toronto Office wanted to terminate her employment and the only way to remain at the firm was to accept a new contract with the Ottawa Office under adverse and punitive terms, Ms. Thawe sincerely believed that her career at the firm had concluded.

31. On June 24, 2024, Ms. Thawe wrote to Ms. Borello and Cynthia Elderkin ("**Ms. Elderkin**"), declining the Ottawa Office's offer.

32. Mr. Van Barr proceeded to call Ms. Thawe and inquire if there was anything that could keep her with the firm. The Plaintiff expressed her concerns with the employment agreement and compensation terms. Mr. Van Barr advised her that he would speak with Ms. Borello and Ms. Elderkin regarding these issues.

33. The following day, on June 25, 2024, Ms. Thawe met with Ms. Elderkin and Ms. Borrello and explained her concerns with the new employment agreement. She was advised by Ms. Elderkin and Ms. Borrello that her compensation had been "*red-circled*" as her salary was already "*higher than the band for Ottawa people*". However, many of Ottawa's IP litigation associates have historically earned higher salaries than their counterparts in other departments, which Ms. Thawe explained and Ms. Borrello confirmed during the call. In fact, her own compensation had already aligned with the Toronto Office's salary range at the time of her transfer in 2022, as evidenced by the minimal increase of $5,000.00 she received upon her transition to the Toronto Office.

34. Although Ms. Thawe received a revised employment agreement on June 27, 2024, the previous meeting had already confirmed that Ottawa's position remained the same - her salary was too high relative to her Ottawa colleagues.

35. These distressing discussions with the Ottawa Office were overshadowed by the threats from Toronto management that the Plaintiff would be fired unless she agreed to transfer back to Ottawa. At no point did anyone from the Toronto Office communicate directly with Ms. Thawe to provide her with explanations, assurances, or even an opportunity to discuss the situation. This left Ms. Thawe feeling abused and powerless.

36. On July 2, 2024, no longer feeling secure or that she had a real future of advancement within Gowling, the Plaintiff declined the new employment agreement, thereby rejecting a transfer back to the Ottawa Office.

Final Meeting and Termination

37. On July 4, 2024, the Plaintiff contacted Mr. Van Barr regarding the next steps, as she had received no communication from him or any other Senior Partners on her Ottawa IP team following her rejection of the new employment agreement. Mr. Van Barr encouraged her to reconsider her decision and accept a transfer back to the Ottawa Office. He represented that the issues surrounding the proposed agreement were the result of a miscommunication and could be addressed. He further indicated that her compensation concerns could be resolved and that she remained on partnership track.

38. The events leading up to July 4, 2024, had made Ms. Thawe feel small, unprotected, and that she had no future at Gowling. She simply could no longer rely on the assurances and representations from Mr. Van Barr that he would safeguard her interests and support her advancement within the firm. In particular, it was painfully obvious to Ms. Thawe that she had no hope of ever becoming a Partner at Gowling, given that the Senior Partners in the Toronto Office were so determined to fire her for reasons they themselves refused to discuss with her.

39. Within mere hours of the Plaintiff's discussion with Mr. Van Barr, the Plaintiff was summoned to a meeting with Mr. Cole and Ms. Mamo. The purpose of this meeting was to advise Ms. Thawe of the termination of her employment with Gowling. The Plaintiff pleads that this was

the first and only time Mr. Cole ever spoke directly with the Plaintiff about his concerns. The Plaintiff and Mr. Cole had not directly communicated since her 2023 performance review meeting in or around December 2023, during which no concerns were raised.

40. During the termination meeting on July 4, 2024, Mr. Cole informed the Plaintiff that the decision to terminate her employment was a business decision and was final. When he was asked to explain the reasons behind the business decision, Mr. Cole stated that Ms. Thawe's employment was not sustainable due to her work on Ottawa-based files and lack of integration into the Toronto Office. He further asserted that concerns about integration had existed from the outset of her time in the Toronto Office and that she had been expected to work predominantly on Toronto matters.

41. Mr. Cole maintained these unreasonable and untrue assertions despite Ms. Thawe's demonstrated efforts to work on Toronto matters, consistently positive performance reviews that never raised any issues or concerns, her multiple attempts to integrate into the office and, importantly, the mutual understanding since 2022 between Ms. Thawe, Mr. Van Barr, Mr. Cole, and Toronto management that she would be expected to continue working predominantly with the Ottawa Office.

42. On July 4, 2024, the Plaintiff was officially terminated.

Gowling Discriminates Based on Race

43. The events leading to Ms. Thawe's termination on July 4, 2024, were a culmination of a sustained pattern of antagonistic behaviors, rooted in systemic racial bias and a failure of accountability and leadership within Gowling.

44. The firm's decision to terminate a lawyer of such caliber – one they repeatedly acknowledged as a high-performing and valued asset - was not a "*business decision*" as Mr. Cole claimed, but rather a clear act of bad faith and a stark example of the institutional barriers implemented to prevent Black lawyers from thriving and advancing within the legal profession.

The Powerful Email calling out Senior Partners and Firm Management.

45. Prior to her wrongful dismissal, the Plaintiff raised concerns to two Senior Partners on her Ottawa IP team, Mr. Will Boyer and Mr. Van Barr, on May 21, 2024, and June 4, 2024, respectively,

detailing the explicit racial undertones and bias she was experiencing. However, their failure to escalate or address these concerns demonstrated an institutional unwillingness to confront discrimination and reflected a workplace culture in which such conduct is tolerated, and the firm's political dynamics and alliances are prioritized over their ethical and legal duties.

46. In light of this inaction, the Plaintiff escalated her concerns to firm leadership. On July 10, 2024, the Plaintiff sent an email to senior management, the board of directors, and relevant partners, outlining the discriminatory treatment she had experienced, including heightened scrutiny, a hostile work environment, blatant targeting, and ultimately being forced out of the firm. She also advocated for meaningful opportunities for Black lawyers at Gowling, expressed concern regarding the institutional barriers faced by other Black lawyers within the firm, and highlighted the severe underrepresentation of Black lawyers, including within the partnership. She noted that Gowling had only four (4) Black Partners at the time out of more than 480 Partners across the country.

47. It was clear that the sustained adverse treatment she experienced at Gowling was the result of systemic racial bias and internal political maneuvering. Gowling failed to take any steps to address her explicit complaints of racial bias or the hostile work environment she faced, particularly in the months preceding her termination, demonstrating a blatant disregard for its duty to provide a safe and respectful workplace.

48. The collective weight of the microaggressions she experienced, the political dynamics within the firm, the systemic exclusion of work, and the differential application of policies prevented Ms. Thawe, a highly capable Black female lawyer with substantial family responsibilities, from advancing and thriving within the firm based on merit alone.

Gowlings Betrayal of Public Commitments and Pledges

49. Gowling's conduct is not merely a breach of employment duty, it represents a betrayal of its own publicly stated commitments to diversity, equity and inclusion (DEI), including its participation in the BlackNorth Initiative Law Firm Pledge and the Mansfield Certification. Those commitments emphasize the removal of barriers to advancement and the use of fair, intentional processes to ensure equitable access to leadership opportunities.

50. Notwithstanding those commitments, Gowling allowed and actively reinforced barriers to the Plaintiff's advancement, including denying her meaningful Toronto-based work, questioning her patent agent qualifications during her compensation review with the Hamilton Office, and subjecting her office attendance to disparate scrutiny.

51. Moreover, Gowling's decision-making and internal processes were applied in a manner influenced by racial bias and pretext and were used to manufacture a justification for her termination, contrary to the principles and purpose of its 2024 Mansfield Rule Certification and other publicly stated commitments.

52. Ultimately, Ms. Thawe's termination and the orchestration of it were irreconcilable with Gowling's public pledges to remove barriers, create conditions for success, and retain Black talent.

A Biased and Unfair Investigation

53. Although the Plaintiff had expressed concerns of racial discrimination to two Senior Partners, no investigatory steps were taken in response to the allegations, despite the fact that Gowling's "Respect in the Workplace Policy" ("the **Policy**") places an obligation on members to report policy breaches or anticipated breaches immediately or as soon as reasonably possible. Gowling only took action under the Policy following Ms. Thawe's email on July 10, 2024.

54. On July 25, 2024, the Plaintiff received an email from Ottawa Partner, Mark Josselyn ("**Mr. Josselyn**") advising that Gowling had unilaterally retained Janice Rubin ("**Ms. Rubin**") and her colleague Tola Olupona ("**Ms. Olupona**") of Rubin Thomlinson LLP to investigate and review the issues raised in the July 10, 2024, email. Ms. Thawe was not consulted on this decision and did not hear from Ms. Rubin until August 20, 2024, nearly three months after she had first raised racial discrimination allegations to Senior Partners at the firm.

55. Throughout this period, Ms. Thawe went on to have a number of troubling interactions over the course of several weeks with Mr. Josselyn. He informed her that the investigative mandate had not been finalized and that she would only be receiving a summary of the Final Report at the conclusion of the investigation, stating that the delivery of the Final Report to a complainant was barred by the *Occupational Health and Safety Act* ("OHSA") statutory regime.

56. On July 30, 2024, Ms. Thawe offered to sign a non-disclosure agreement (NDA) so that she could have access to the Final Report and full transparency. The following day and in subsequent communications, Mr. Josselyn reiterated the firm's refusal to provide the Final Report. Notably, Gowling decided before it had even established the mandate that the final report would not be provided to Ms. Thawe, even though there is no law that prevents a complainant from receiving a final investigation report.

57. On August 15, 2024, Ms. Thawe wrote to Mr. Josselyn, asking for a copy of the draft investigation mandate for her review and comment, and reiterated her request for a copy of the final report and her offer of an NDA.

58. On August 20, 2024, Mr. Josselyn did not provide the mandate, but merely confirmed that Ms. Thawe would be provided with the mandate at some point in the future. He also reiterated that she would never receive a copy of the final report.

59. Later that same day on August 20, 2024, Ms. Rubin contacted the Plaintiff to schedule her interview within the following days. Without having been provided with the investigative mandate and being denied access to the Final Report, on August 22, 2024, Ms. Thawe wrote to both Mr. Josselyn and Ms. Rubin regarding her concerns.

60. On August 23, 2024, Ms. Rubin provided her understanding of her investigative mandate. That day, Mr. Josselyn also wrote separately to inform Ms. Thawe that Gowling was unable to provide her with a copy of the final report due to the provincial statutory regime and suggested that it was to ensure witness cooperation and transparency.

61. On August 26, 2024, the Plaintiff raised concerns with Ms. Rubin that the investigative mandate was unduly narrow and did not reflect the seriousness of the allegations she had made, including the concerns for other Black lawyers at Gowling.

62. On August 29, 2024, Ms. Rubin responded and provided an updated mandate incorporating Gowling's revisions. However, the revised mandate limited the investigation to matters affecting her individually and excluded consideration of broader or systemic issues.

63. On September 3, 2024, the Plaintiff reiterated her concerns to Ms. Rubin regarding the restricted scope of the investigation and requested clarification on how her complaint of systemic discrimination within the firm would be addressed. Ms. Thawe was then advised by Ms. Rubin that any questions regarding the mandate should be directed from her legal counsel to Mr. Josselyn.

64. On September 6, 2024, the Plaintiff raised the same concerns with Mr. Josselyn. Later that day, Ms. Thawe was informed by Mr. Josselyn that the mandate would not be expanded, and the investigation would proceed with or without her participation.

65. On September 12, 2024, the Plaintiff advised Mr. Josselyn that she remained concerned that the revised mandate was not sufficiently broad to address the issues that she raised in her July 10, 2024, email, but that she would nevertheless participate in the investigation under protest.

66. On September 30, 2024, Ms. Olupona of Rubin Thomlinson LLP provided the Plaintiff and her counsel with a list of topics to be discussed during her investigative interview, which was scheduled for October 4, 2024. The list reduced each event described in her July 10, 2024, email to isolated incidents, reflecting a fragmented, incident-by-incident approach that prevented any consideration or analysis of the underlying, systemic patterns of bias she raised. While this was consistent with mandate that Gowling insisted on imposing, it ensured that the investigation would be fundamentally flawed and inadequate from the outset.

67. On October 3, 2024, the Plaintiff was advised that Ms. Rubin would no longer be conducting the investigation and that one of Ms. Rubin's partners, Cory Boyd ("**Mr. Boyd**"), would step in to conduct the investigation alongside Ms. Olupona.

68. The Plaintiff met with Mr. Boyd and Ms. Olupona on October 4, 2024, and October 17, 2024. The investigators proposed addressing the listed incidents one-by-one, in chronological order, asking discrete questions in the process. Instead of allowing her career at the firm to be reduced to a checklist of isolated events, Ms. Thawe requested at the outset of the first meeting on October 4, 2024 that she be given the opportunity to provide a contextual account of her experiences at Gowling to explain how the events were connected and built upon each other over the years.

69. Over a combined seven hours on October 4 and 17, 2024, the Plaintiff provided a detailed account of her experiences at the firm to assist the investigators in understanding the systemic nature of the discrimination and hostility she faced at Gowling.

70. On March 5, 2025, the Plaintiff received a Reply Interview List of Topics, in a similar format to the list previously provided, from Ms. Olupona in advance of her Reply Interview, which took place on March 13, 2025.

The Deficient and Unreliable Summary Report

71. On June 9, 2025, the Plaintiff received a copy of the Summary Report (the "Report"), which contained the investigators' conclusions and was provided in place of the final investigative report. However, the Report contained fundamental deficiencies that rendered its conclusions unreliable.

72. The Plaintiff pleads that the investigators employed fragmented, incident-by-incident methodology that analyzed events in isolation and failed to consider their cumulative effect - essentially missing the "forest for the trees". This approach reduced Ms. Thawe's experiences to discrete occurrences, minimized the systemic nature of the concerns she raised in her July 10, 2024, email, and insulated the Defendant from accountability.

a) Failure to Grasp Context and Politics

73. The investigators failed to consider the interconnected nature of the events at issue and the broader political context of a large law firm environment. In the Report, the investigators did not account for the significance of the Plaintiff's position as a marginalized senior Black female associate who was simultaneously navigating threats of termination and demands for relocation under adverse employment terms. The investigators also demonstrated a concerning disregard for the entrenched political dynamics, power struggles, and unwritten norms that govern conduct within a global law firm and informed Ms. Thawe's treatment at Gowling.

74. The investigators' assessment of the new employment agreement that Gowling sought to impose on Ms. Thawe in June 2024 is a particularly disturbing sign that they proceeded in a contextual vacuum. The investigators characterized the new employment agreement as "*generous*", which was a flawed characterization. In the Report, the investigators also failed to

distinguish between the initial and revised versions of the agreement, disregarded the impact and significance of the initial version's terms (e.g., freezing the Plaintiff's salary indefinitely) within the context of a large law firm environment, and were oblivious or indifferent to the fact that the agreement was being presented under threat of employment termination.

75. The investigators also failed to question why a new employment agreement was necessary for this intra-office transfer to the Ottawa Office, unlike previous ones. The Report also failed to provide any evidence that the firm's practices in this regard had changed or evolved since the Plaintiff's transfer from Ottawa in August 2022.

76. Further, the Report itself finds that Gowling failed to communicate or forewarn the Plaintiff about the concerns of "management" that were relied upon to justify her termination. During the July 4, 2024, termination meeting, Ms. Thawe directly asked Mr. Cole why he had never raised these concerns with her; he refused to answer and abruptly ended the meeting. Despite this, the investigators failed to examine the underlying reasons or motivations behind the treatment of Ms. Thawe by Mr. Cole and other members of the firm.

77. The Report also failed to address how Gowling's conduct between April to July 2024 undermined the Plaintiff's partnership prospects, notwithstanding her repeated explanation during her interviews that signing the proposed agreement – presented under threat of termination - would have extinguished any realistic possibility of future advancement within the firm. This omission further demonstrates the Report's failure to consider the broader implications of Gowling's actions.

b) Unaddressed Differential Treatment and Inconsistent Evidence

78. The Report's findings were further undermined by its failure to address the inconsistent and differential treatment Ms. Thawe experienced, including Mr. Sartorio's request for her resume and financial projections, a salary reduction and scrutiny of her qualifications upon transferring to the Hamilton Office in 2020, and the orchestrated manner of her termination. The Report offers no explanation for the disparity between the Plaintiff and other white lawyers at Gowling who also had to navigate the firm's salary policies and inter-office transfer processes, reflecting a superficial and incomplete analysis.

79. The Report also contains factual inaccuracies that underscore the investigators' failure to conduct due diligence and verify basic facts before reaching their findings. In assessing the Plaintiff's efforts to obtain Toronto-based work after her May 17, 2024, discussion with Mr. Van Barr, the investigators relied on false statements made by Mr. Massam.

80. Specifically, Mr. Massam falsely told the investigators that *he* reached out to involve Ms. Thawe in a large ongoing matter in 2024. However, it was, in fact, Ms. Thawe who had contacted Mr. Massam on April 9, 2024, at Mr. Van Barr's instruction. Despite being advised of this and directed to the email evidence, the investigators failed to test Mr. Massam's account during his interview or request his email exchanges with Ms. Thawe for due diligence. Instead, in the Report, the investigators focused on purported "challenges" Ms. Thawe and Mr. Massam had in coordinating a call and highlighted that Ms. Thawe told Mr. Massam that she was unavailable on a Friday evening and over the weekend unless urgent, an unfair portrayal that ignored her multiple prior attempts to meet in person and Mr. Massam's last minute cancellation of their scheduled meeting on April 26, 2024.

81. The investigators also failed to examine the false representations made by Mr. Massam, Ms. Mamo, and Mr. Cole regarding the Plaintiff's April 29, 2024, and May 14, 2024, conversations about her office attendance. Mr. Massam falsely stated to the investigators that Ms. Thawe had told him that coming into the office would not be her preference, but she would, if it was necessary, information that he shared with Mr. Cole. In reality, Ms. Thawe had explained that her relocation and family circumstances made coming into the office more often "tricky".

82. Similarly, Mr. Van Barr had also informed the Plaintiff during their call on May 17, 2024, that he was told by Mr. Cole that she had engaged in discussions with Ms. Mamo and Mr. Massam where she allegedly informed them that she was not interested in coming into the office much, which Toronto management found concerning. Ms. Thawe never made such a statement to either Mr. Massam or Ms. Mamo. Rather, she had explained to them the impact of her family health circumstances on her in-office attendance, stating that it would be "*tricky*" to attend but that she would try to attend as much as possible. However, the investigators did not probe these inconsistencies or assess the accuracy of the accounts provided, further undermining the reliability of the Report.

83. Collectively, these errors reflect a pattern of unreliable fact-finding within the Report, casting serious doubt on its conclusions and credibility.

c) Ignoring the Orchestration of Termination

84. The Report inexplicably failed to address the ongoing pattern of unwelcoming and antagonistic behaviour directed toward Ms. Thawe by the Toronto Office from 2020 until her termination. The investigators failed to meaningfully examine the rapid escalation of events - from Mr. Cole's "Quick Survey" of April 5, 2024, to the ultimatum of May 17, 2024, to the presentation of the adverse employment agreement on June 20, 2024, until finally her termination on July 4, 2024 – a sequence that strongly suggests premeditation and orchestration. The Toronto Office did not provide the Plaintiff with any genuine opportunity to remain as an associate in their IP Department, a fact that the investigators failed to acknowledge or address.

85. Another significant oversight is that the investigators failed to adequately scrutinize the factors contained in Mr. Cole's written "*memo*" relating to Ms. Thawe's termination. This was a document provided to and referenced by the investigators in the Report yet, shockingly, the investigators never brought it to Ms. Thawe's attention and never gave her the opportunity to address it. The "memo", which Mr. Cole wrote to explain the reasons why Gowling terminated Ms. Thawe's employment, asserted four specific grounds supporting the termination. It alleged that Ms. Thawe:

- Failed to meet her 2023 billable targets and was tracking below target in 2024;
- Moved several hours from the Toronto Office without informing the Toronto Office of the move;
- Worked almost entirely on Ottawa files at Ottawa rates, while having higher overhead costs in Toronto; and
- Expressed anger to Ms. Mamo about Mr. Cole "*going over her head*" to speak to Mr. Van Barr before speaking to her.

86. The investigators made no genuine effort to assess the reasons provided in the "memo" for Ms. Thawe's termination, including the timing of when Mr. Cole had prepared the document, the reason for preparing it, who were its recipients (if any), and who had knowledge of it.

87. The investigators failed to consider numerous mitigating factors, including the necessary "ramp-up period" following her secondment – which had been acknowledged and confirmed by Mr. Cole during her year-end performance review on November 29, 2022, the impact of a family health crisis which was known to Mr. Cole and Mr. Van Barr, the issue of work provision from the Toronto Office, and the fact that Ms. Thawe was on track to meet her billable target the months preceding her termination.

88. The investigators further failed to examine the proportion of Ottawa-based and Toronto-based files handled by the Plaintiff as compared her white male colleague who also transferred from the Ottawa Office in 2022. Had they done so, the investigators would have observed that the majority of both individuals' billable work continued to originate from the Ottawa Office, yet only the Plaintiff was targeted and reprimanded for this.

89. The Report's emphasis on Ms. Thawe's relocation and office attendance also obscured the systemic barriers that hindered her integration. Her physical presence in the office could not meaningfully support integration in the absence of genuine work opportunities, particularly when many of her colleagues did not attend the office regularly to facilitate relationship-building.

90. The Report identified Ms. Thawe's relocation to London, Ontario without informing the Toronto Office as one of the factors relied upon by Mr. Cole in reaching his decision to fire her, despite the fact that she had informed Mr. Van Barr, Mr. Massam, and Ms. Mamo - none of whom raised concerns, and with Ms. Mamo expressly stating her circumstances would easily be accommodated. The investigators failed to examine whether reliance on this factor was reasonable given Ms. Thawe's family responsibilities, the fact that the relocation occurred before the firm's RTO policy took effect in November 2023, and that other professionals had also relocated prior to implementation. They also failed to consider that her relocation, which was specifically for family reasons, was permissible under the firm's policies at the time and had no material impact on her legal practice and work performance.

91. The Report further reflects a pattern of incomplete and superficial analysis in its treatment of the concept of "integration", which Gowling relied upon as a central justification for her termination. The investigators failed to consider the bilateral nature of professional integration, including the unreasonableness of expecting that Ms. Thawe could "integrate" after less than two

years in Toronto IP Department – particularly where IP professionals, including Mr. Cole, had low in-office attendance themselves.

92. The investigators ignored the fact that the Plaintiff agreed to transfer to the Toronto Office in 2022 only because of the assurances and representations from Mr. Van Barr and Mr. Cole that she would be expected to continue working on Ottawa-based matters and would not need to rely on Toronto-based work. They also ignored how a hostile work environment and the deliberate withholding of files created structural barriers to her integration, and instead accepted Gowling's rationale without examining that the alleged lack of integration and concerns about office attendance were merely pretextual.

93. The investigators' failure to examine these interconnected issues represents a significant flaw within the Report and prevents an accurate understanding of the true nature of the challenges the Plaintiff faced. They also failed to consider the implications of Mr. Cole's decision to fire a successful and respected Black female lawyer for purportedly failing to "integrate", despite Ms. Thawe's demonstrated efforts to do so. Rather than acknowledging and addressing its own systemic failure to create an inclusive environment, Gowling chose to dismiss her. Ms. Thawe cannot be faulted for any alleged failure to integrate into a biased and hostile environment that actively excluded her.

94. The cumulative shortcomings of the investigation render its conclusions unreliable and confirm that the process, already constrained by its narrow mandate, was neither thorough nor capable of meaningfully addressing the concerns raised by the Plaintiff. The investigation was fundamentally flawed, selectively conducted, and designed to avoid accountability.

The Pretextual "Integration" Rationale and Gowling's Bad Faith Conduct

95. The primary reason continuously reiterated for Ms. Thawe's termination was the alleged "failure to integrate" in all manner of ways into the Toronto Office. This vague, unsubstantiated reason was clearly a ruse to mask the firm's systemic biases.

96. Upon the Plaintiff's transfer to the Toronto Office, there was the representation and communicated expectation by Mr. Van Barr on March 24, 2022, that she could and should continue working with her Ottawa IP team, which had been her primary source of work for years. The full

absorption into the Toronto IP Department's internal workload was not the primary intent or condition of her transfer in August 2022. Gowling's own assurances undermine its "integration" requirement and supposed justification for Ms. Thawe's termination.

97. Notwithstanding this agreed-upon arrangement, the Toronto Office later characterized the continued Ottawa-based work as "unsustainable" and used it to allege a purported lack of "integration". During Mr. Van Barr's interview with the investigators, he made statements that were inconsistent with the assurances he had previously given Ms. Thawe during their March 24, 2022, conversation. Gowling failed to clearly communicate any expectations to take on Toronto-based work and provide any reliable indication that she was adequately integrating into the office. Gowling also failed to provide a clear timeline for a transition to take on work from the Toronto Office or advise on any expected distribution of Toronto work versus Ottawa work.

98. During her July 4, 2024, termination meeting, Mr. Cole referred to internal financial practices concerning the billing of Ottawa-based files and inter-office revenue allocation, and that these matters were relied upon to justify her termination. However, the Plaintiff's white male colleague, who also transferred to the Toronto Office in 2022 and predominantly worked on Ottawa-based files, and at a lower Ottawa billable rate, in 2023 and 2024 did not face similar reprimand or consequences.

99. Gowling also relied on a limited and unrepresentative period in 2023 and early 2024 to assert that the Plaintiff's billable hours were insufficient for a lawyer on partnership track. This assertion ignored (i) Ms. Thawe's established track record of strong performance, often exceeding targets and proactively seeking work internally and externally, (ii) the firm's own contribution to her reduced billable hours by Toronto IP Partners withholding work and their limited work provision, (iii) department-wide reductions in billable hours during that period, and (iv) her family health circumstances which they were informed of and were required to accommodate. Ms. Thawe's billable hours in 2023 and early 2024 were a pretext for a decision already made due to institutional bias.

100. Gowling's assertion is directly contradicted by the firm's own assurances, as well as their actions and accommodation of her colleagues. The Defendant also failed to raise any "administrative issues" directly with the Plaintiff at any point before April 8, 2024, thereby

denying her any opportunity to address or remedy the concerns now relied upon to justify termination.

101. Additionally, Gowling's offer to transfer Ms. Thawe back to the Ottawa Office was not a genuine retention effort but a pretextual ultimatum presented under threat of termination. The proposed employment terms included an indefinite freeze of the Plaintiff's salary and the loss of her partnership trajectory, conditions that amounted to a demotion and were fundamentally incompatible with the expectations and assurances previously communicated to her. Gowling attempted to impose a unilateral demotion and then relied on the avoidance of immediate termination, a threat the firm created, as purported consideration for the new employment agreement.

102. The offer also had a fundamental deficiency – Gowling offered no *new* consideration for Ms. Thawe signing the new employment agreement. Specifically, it did not include any new benefit of value that she did not already have – her salary remained the same and she was already working remotely with the Ottawa IP team. The firm offered only one thing: continued employment, which was already owed to Ms. Thawe under her existing agreement.

103. Gowling's characterization of this offer as "*generous*" or "*not harsh*" is false and further demonstrates the firm's bad faith conduct. Gowling's conduct destroyed any possibility that Ms. Thawe could trust the firm and reasonably believe that the Ottawa Office's efforts to retain her were genuine. The firm's offer was designed to be insulting and unviable so that it would be rejected by Ms. Thawe, thereby enabling Gowling to advance a false failure-to-mitigate defense and insulate it from a claim of wrongful dismissal.

The Double Standard Given to White Colleagues

104. Against the backdrop of pretextual justifications and bad-faith conduct, the Defendant's decision-making was further marked by the differential treatment the Plaintiff received when compared to similarly situated white colleagues.

105. Specifically, a white colleague who also transferred from the Ottawa Office to the Toronto Office in 2022 continued to perform predominantly Ottawa-based work, yet faced no scrutiny, reprimand, or adverse consequences. Only Ms. Thawe was targeted for the same circumstances.

106. The Defendant's assertion that the Plaintiff was not "on track" for partnership is also inconsistent with the firm's own track record of admitting white associates into the partnership without a continuous successful billing record.

107. Gowling applied a discriminatory double standard in assessing partnership candidates and routinely made exceptions to its standards of financial performance, accommodated significant career gaps, and fast-tracked partnerships for white associates. In stark contrast, Ms. Thawe, who never left the firm and was assured by Mr. Van Barr that she was on track for partnership and he would provide support, faced termination after a single year of low billable hours. Gowling rigidly enforced their standards against Ms. Thawe while granting extraordinary accommodation and reward to her white counterparts.

108. The firm's biased and discriminatory culture and practices are further demonstrated by the contrast between the treatment Ms. Thawe received and the treatment afforded to her white colleagues. While the Plaintiff was met with an ultimatum and termination following a temporary decrease in billable hours, her colleagues were immediately offered partnership after a significant career break or upon newly joining the firm.

Damages for Wrongful Dismissal

109. There are no enforceable terms of Ms. Thawe's employment agreement that rebut the common law presumption of reasonable notice of termination or restrict her common law entitlements. Therefore, at the time of her termination on July 4, 2024, Ms. Thawe was entitled to common law reasonable notice or pay in lieu thereof.

110. Ms. Thawe is entitled to a period of reasonable notice of no less than 18 months based on the following circumstances:

a) Her age, which must be considered in the context of the legal profession, in which a 36-year-old would not enjoy the benefit of youth when seeking new employment as an associate;

b) Her position as a senior associate and patent agent within the IP department, which mainly involved complex IP litigation matters;

c) Her length of service of 9 years, which should take into account her full commitment to Gowling;

d) The severe limitation of comparable employment opportunities, as compared to other practice areas; and

e) The ongoing financial instability resulting from the abrupt termination and the Defendant's conduct, which reasonably led the Plaintiff to establish her own law practice in a highly specialized market where comparable employment opportunities are limited.

111. Based on the foregoing, the Plaintiff is entitled to $322,500.00 less amounts paid to her by Gowlings. In addition, the Defendant only continued her benefit coverage until December 2024.

112. As such, the Plaintiff is entitled to wrongful dismissal damages in the amount of $139,736.51.

Moral Damages for the Bad Faith Manner of Dismissal

113. The Defendant's conduct constitutes a breach of the doctrine of the duty of good faith and fair dealing. In that regard, it was an implied duty of her employment that Gowling would treat her in good faith, and in a reasonable, candid and forthright manner. Ms. Thawe pleads that Gowling failed to do so and caused significant mental distress as a result.

114. Ms. Thawe pleads that this Court ought to take into account Gowling's unconscionable and hostile treatment of her, as outlined above, when determining the moral damages to which she is entitled.

115. Ms. Thawe therefore pleads and relies upon the following in support of moral damages for the bad faith manner of dismissal:

a) Gowling's failure to abide by their duty to act with integrity and good faith, as well as fulfill their ethical and professional obligations to provide support and feedback regarding career progression;

b) Gowling subjecting Ms. Thawe to a discriminatory and hostile work environment;

c) Gowling's misrepresentations regarding performance expectations and reasons for termination;

d) Gowling's failure to properly investigate her serious racial discrimination allegations pre- and post-termination;

e) Ms. Thawe's serious mental and physical health consequences arising from the trauma of the aforementioned conduct.

116. Ms. Thawe pleads that she is entitled to moral damages amounting to $250,000.00.

Human Rights Damages

117. It was the Defendant's responsibility to ensure that the Plaintiff could work in an employment environment free from discrimination in accordance with the *Code*.

118. The circumstances underlying the decision to terminate Ms. Thawe's employment are due, at least in part, to Ms. Thawe's:

a) Race, as seen by the pattern of experiences at Gowling in which she was singled out and treated with hostility and disrespect;

b) Family Status and Sex - penalizing the Plaintiff for carrying out her familial responsibilities and role as a caregiver for her elderly father.

119. The Defendant has contravened the most basic legal duties that an employer has towards an employee, pursuant to the *Code*. The Defendant's actions are wholly illegal and in direct contravention of the *Code*.

120. In terminating the Plaintiff's employment in whole or in part as a result of her race, family status, and sex, the Defendant discriminated against her on a protected ground, giving rise to damages under the *Code*.

121. Ms. Thawe, therefore, seeks damages for the Defendant's breaches of the *Code* in the amount of $250,000.00 and in this regard, Ms. Thawe pleads and relies upon section 46.1 of the *Code*.

Punitive Damages

122. Ms. Thawe pleads that the Defendant's actions as particularized above were so deceitful, callous, cruel and malicious that they are deserving of punishment on their own by this Court. Ms. Thawe has suffered significant mental and physical distress as a direct consequence of the Defendants' actions and inactions

123. Ms. Thawe therefore pleads that she is entitled to punitive damages in the amount of $250,000.00 to demonstrate the Court's condemnation of the Defendants' actions.

Miscellaneous

124. Ms. Thawe requests that this action be tried at the City of Toronto.

Date: April 24, 2026

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Court File No:

ONTARIO

SUPERIOR COURT OF JUSTICE

Proceeding commenced at TORONTO

STATEMENT OF CLAIM

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