



Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

LAVINIA LATHAM

Plaintiff

- and -

BERNARDI HUMAN RESOURCES LAW 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 , 2025

Issued By: _____

Local Registrar

Address of court office:

330 University Avenue, 8th Floor
Toronto, ON
M5G 1R7

TO: Bernardi Human Resources Law LLP
1443 Hurontario St, Suite 201
Mississauga, ON L5G 3H5

CLAIM

1. The Plaintiff claims against the Defendant:
 - a. Damages in the amount of \$141,000.00, representing the Plaintiff's loss of base salary over the applicable notice period;
 - b. Damages in the amount of \$14,100.00 for the Plaintiff's loss of benefits during the applicable reasonable notice period;
 - c. Damages for the loss of participation in the Company's profit sharing program in an amount to be provided prior to or at trial;
 - d. A declaration that the Defendant breached its contractual duty of good faith and honesty in contractual performance to the Plaintiff;
 - e. Damages for the Defendant's breaches of the Ontario *Human Rights Code* ("Code") in the amount of \$250,000.00;
 - f. Damages for the breach of contractual duty of good faith and honesty in contractual performance, and/or moral damages for the bad faith manner of dismissal in the amount of \$250,000.00;
 - g. Punitive damages in the amount of \$250,000.00;
 - h. The Plaintiff's costs of this action on a substantial indemnity basis, plus applicable HST; and,
 - i. Such further and other relief as counsel may advise and as this Honourable Court may deem just.

THE PARTIES

2. The Plaintiff, Lavinia Latham ("**Lavinia**" or the "**Plaintiff**") is a 37 year old Black woman residing in Brampton, Ontario.
3. The Defendant, Bernardi Human Resource Law LLP (the "**Company**" or "**Defendant**") is a company offering a combination of legal and human resource services.

EMPLOYMENT BACKGROUND

4. Lavinia began working for the Company on November 27, 2023. At the time of her constructive dismissal on December 11, 2024, Lavinia was employed as an Associate Lawyer, a position associated with significant responsibilities. In this position, Lavinia's annual compensation consisted of:
 - a. A base salary of \$141,000;
 - b. Participation in the Company's profit sharing program;
 - c. Participation in the Company's comprehensive group benefits program, including a health spending account of \$2,500.00;
 - d. 3 weeks of paid vacation.
5. Lavinia was a high performer – receiving multiple accolades, such as Lexpert's Rising Star Award and parliamentary distinction from the Honourable Dr. Jean Augustine as a 100 Accomplished Black Canadian Women honouree.

TOXIC WORKPLACE AND HARASSMENT

6. Lavinia first met the Company's managing partner and owner, Lauren Bernardi ("Lauren") in September 2023 while Lavinia was taking the "Osgoode Advanced Certificate in Workplace Investigations Course." Lauren then induced Lavinia to join the Company, and in doing so, Lavinia left her lucrative career of 4 years with the Toronto Catholic District School Board.
7. Over the next year, Lavinia suffered in an extremely toxic work environment where she experienced anti-Black racism and flagrant failures to accommodate her medical issues, including a life-threatening miscarriage, blood transfusion, and IVF procedures.
8. Before joining the Company, Lavinia was upfront about her ongoing IVF journey, which was going to commence in March 2024. Lauren was very supportive of Lavinia's IVF journey and promised that she would accommodate Lavinia's fertility journey at the Company, including providing time off for Lavinia's mandatory medical appointments. Lauren even went so far as to tell Lavinia that the Company was willing and able to support her return-to-work plan once Lavinia's maternity leave ends, including Lavinia working part time during the early years of motherhood.

9. However, once Lavinia signed her employment contract and indicated her start date, the accommodation and respect disappeared.
10. Most, if not all, of this mistreatment was caused by Lauren and Lisa Watson (“**Lisa**”), the Company’s Chief Talent Officer. For example, Lauren continuously spoke poorly of prominent, racialized lawyers and former employees, one being a racialized lawyer who had left the Company and was then sued by Lauren, and another being a prominent racialized lawyer in Toronto who Lauren called incompetent, disorganized, and ineffective at running his law firm. Lauren also told at least one other staff member, including Lavinia, that another prominent racialized lawyer in Toronto was a poor mentor and questionable lawyer because she chose to work from home.
11. Lauren even attempted to use Lavinia as ‘the Help’ by forcing Lavinia to make Lauren and her friend coffee. While Lisa enjoyed questioning Lavinia about the validity of Black women’s hairstyles and choices, making comments such as asking Lavinia why her and other Black women wear weaves.
12. In July 2024, Lavinia suffered a miscarriage that almost took her life, and she needed a week and a half to recover from her emergency surgery, including a blood transfusion, before returning to work. The same week that Lavinia returned, Lisa began haranguing Lavinia about her billable hours without any concern or consideration of her medical circumstances.
13. Lisa’s tirades continued into December 2024, when she told Lavinia that “*in the interests of fairness and equity,*” the Company would not pre-approve any sick leave for her in 2025 because of the time off she took for her life-threatening miscarriage, surgery, and blood transfusion.
14. Further, various financial promises went unfulfilled: the Company refused to compensate Lavinia for the 5 clients she originated or include her in their profit share bonus program.
15. By this point, the harm had been done, and Lavinia could no longer hold out hope that the Company would protect her interests and well-being. The trust required in the employment relationship had deteriorated beyond repair, and Lavinia was forced to make the difficult decision to leave her job for the sake of protecting her health and well-being. As a result,

Lavinia had no other option than to treat her employment as at an end as of December 3, 2024.

16. Due to her professional and fiduciary obligations, Lavinia intended to work at the Company over a four-week notice period. However, on December 11, 2024, Lauren's behaviour escalated and she began making false claims about Lavinia to clients, and then immediately walked Lavinia out and waived the remainder of Lavinia's notice period without paying it out.
17. Unfortunately, instead of allowing Lavinia to leave in peace, the Company continued its bad faith conduct post-termination by accusing her of breaching the non-solicitation provision in her employment contract by posting on LinkedIn, attempting to force her to sign an excessive statutory declaration that she did not take any confidential information, and accused her of being negligent on her files, and causing her reputational harm by telling clients and staff that she was fired.

DAMAGES FOR WRONGFUL DISMISSAL

18. There are no enforceable terms of Lavinia's employment contract that rebut the common law presumption of reasonable notice of termination. Therefore, it was an express or an implied term of her employment that she could only be terminated upon the provision of reasonable notice at common law, or pay in lieu thereof, or for just cause.
19. Lavinia pleads that she is entitled to a period of reasonable notice of no less than 12 months based on the following circumstances:
 - a. Her age;
 - b. Her position as Associate Lawyer;
 - c. Her significant level of compensation;
 - d. Her tenure; and
 - e. The extreme difficulty she has experienced and will continue to experience in finding a secure, comparable position in the marketplace, particularly in light of the current economic climate.
20. Lavinia pleads that she is entitled to damages representing every component of her remuneration package as particularized above, as well as other benefits of economic

value, a complete list of which will be particularized prior to trial during the 12-month notice period.

21. Lavinia pleads in particular that, although her length of service with the Company was just over a year, she is entitled to a significant notice period given the fact she was induced to leave her position of 4 years with another company. Lavinia had no intention of leaving the Toronto Catholic District School Board (the “**Board**”) and only did so based on the representations made by the Company. Absent such inducement, Lavinia would have continued her work with the Board and would have been eligible for a significant severance package upon dismissal. Lavinia therefore pleads that her tenure with the Company should be based on a 4-year tenure.

Human Rights Damages

22. It was the Defendant's responsibility to ensure that Lavinia could work in an employment environment free from discrimination in accordance with the *Code*.
23. The sudden decision to terminate her employment is due, at least in part, to Lavinia's:
- a. medical disability and sex (IVF) – and the Defendant's failure to accommodate Lavinia, and the perception that the IVF treatments were negatively affecting her employment; and
 - b. Race – as seen by the Defendant's pattern of mistreating racialized employees and persons.
24. 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*.
25. In terminating her employment in whole or in part as a result of her race, medical disability, and sex, the Defendant discriminated against her on a protected ground, giving rise to damages under the *Code*.
26. Lavinia, therefore, seeks damages for the Defendant's breaches of the *Code* in the amount of \$250,000.00, and in this regard, Lavinia pleads and relies upon the section 46.1 of the *Code*.

MORAL DAMAGES FOR THE BAD FAITH MANNER OF DISMISSAL

27. Lavinia pleads that the Defendant's unconscionable and malicious treatment of her, which enabled the bullying and harassment to which she was subjected, resulted in the Defendant's failure to comply with its duty of good faith and fair dealing in the manner of dismissal and contractual duty of honesty.
28. Accordingly, Lavinia pleads that when the parties entered into the employment agreement, it was contemplated that if the Defendant was to breach their duty of good faith and fair dealings upon the termination of Lavinia's employment, it was reasonably foreseeable that this would cause her mental distress and did in fact cause her mental distress.
29. Lavinia pleads that she has suffered significant mental and physical distress due to the persistent harassing and unconscionable actions and inactions taken by the Defendant, as described above.
30. Lavinia pleads that she is entitled to moral damages in the amount of \$250,000.00 to demonstrate the Court's condemnation of the Defendant's actions.

PUNITIVE DAMAGES

31. Lavinia pleads that the Defendant's breaches of their duty of good faith and fair dealing, as outlined above, constitute independent actionable wrongs, unto themselves, and that the Defendant's actions, as outlined above, were so harsh, vindictive, reprehensible, and malicious that they are deserving of punishment on their own by this Honourable Court.
32. In this regard, Lavinia pleads and relies upon the Defendant's breach of their duty of good faith and fair dealing and honesty in contractual performance, as particularized above.
33. Lavinia pleads that she is entitled to punitive damages in the amount of \$250,000.00 to demonstrate the Court's condemnation of the Defendant's actions.

Miscellaneous

34. Lavinia requests that this action be tried at the City of Toronto.

Date of Issue:

MARSHALL LAW
181 University Avenue
Suite 2200
Toronto, ON M5H 3M7

Kathryn Marshall
LSO #69168R
kmarshall@marshalllaw.ca
Tel: (416) 546-1940 x 943

Lawyers for the Plaintiff