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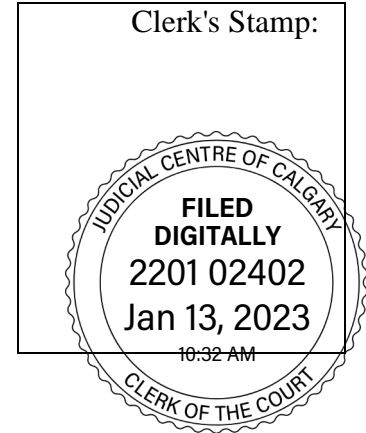
COURT COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL CENTRE CALGARY

PLAINTIFFS CHRISTA STEELE and MINDY SMITH

DEFENDANT THE CITY OF LEDUC

DOCUMENT AMENDED AMENDED STATEMENT OF CLAIM



AMENDED *E. Wheaton*
 on Jan 13, 2023
 by order dated Jan 11, 2023

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Brought Under the *Class Proceedings Act*, SA 2003, c. C-16.5

NOTICE TO THE DEFENDANT

You are being sued. You are a defendant.

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Statement of facts relied on:**I. INTRODUCTION**

1. This case is about The City of Leduc (Leduc) and The City of Leduc Fire Services' (the **Fire Department**) toleration of systemic discrimination, sexual misconduct, and sexual assault against female firefighters and employees for years. Leduc, the Fire Department and its management fostered a culture where female firefighters and employees endured sexual misconduct and sexual assaults, and were subject to discrimination and. The Fire Department, and its senior management, and management at Leduc were aware of the sexual misconduct and sexual assaults and not only did nothing, but retaliated against female firefighters and employees who sought to report such abuse.

2. It was only in 2022, when the Fire Department was forced to authorize and complete an independent third-party investigation (the Investigation) that Ms. Smith and Ms. Steele were able to come forward with their allegations. This investigation not only substantiated the allegations of Ms. Steele and Ms. Smith, but uncovered systemic sexual misconduct and sexual assaults going back decades. The Fire Department and Leduc created a system and culture where the abuse of female firefighters and employees was systemic, common, and tolerated and any attempts to report such abuse were suppressed and made impossible through retaliation and. This class action seeks redress for these wrongs and to prevent them from ever happening again.

II. THE PARTIES**A. The Plaintiffs**

3. The proposed Representative Plaintiffs are Christa Steele and Mindy Smith, who are both residents of Leduc, Alberta.

4. Ms. Steele has been and with the Fire Department and an employee of Leduc since and 2002 and Ms. Smith has been a firefighter with the Fire Department and an employee of Leduc since 2013.

B. The Class Members

5. The Representative Plaintiffs bring this Action and seek Court approval to advance this Action as a class action on behalf of the proposed class members, being all ^ -female current and former employees who worked for Leduc between 2002 and the date of certification who allege that they were subject to discrimination, sexual misconduct, or sexual assault at Leduc (the **Class Members**).

6. The Representative Plaintiffs also seek certification of two subclasses being:

- (a) female employees who worked in the Fire Department from January 21, 2013 to the date of certification; and
- (b) female employees who worked in the Fire Department from 2002 to January 21, 2013.

7. The Plaintiffs allege that they and other Class Members were subjected to gender based sexual misconduct and sexual assault ^ in the workplace by members of the Fire Department and ^ Leduc ^. The impugned conduct includes ^ sexual misconduct ^, discrimination, sexual assault, and physical assault ^.

8. The Representative Plaintiffs allege that the Fire Department, the management of the Fire Department, and Leduc failed to fulfill their statutory and common law duties to the Representative Plaintiffs and Class Members to ensure that they could work in an environment free of gender based sexual misconduct, sexual assault, ^ and discrimination.

9. As a result of the sexual misconduct ^, discrimination, and sexual assault ^, the Representative Plaintiffs and Class Members have suffered serious physical and psychological damage, out-of-pocket expenses, violation of their personal dignity, personal autonomy and physical integrity, loss of opportunity, and loss of income.

C. The Defendant

10. The Defendant is Leduc, which manages the Fire Department. Leduc is a municipality located in the Province of Alberta and is a corporation pursuant to the *Municipal Government Act*, R.S.A. 2000, c. M-26.

III. FACTUAL BACKGROUND

A. T.L.

11. Discrimination, sexual misconduct, and sexual assault were common, tolerated, and pervasive, not only within the Fire Department, but throughout Leduc.

12. T.L. was a female employee of Leduc in 2014 and worked in the operations department. In 2014, she was sexually assaulted by her co-worker (the Co-Worker). On July 10, 2014, T.L. was working an evening shift when her Co-Worker sexually assaulted her by coming up behind her and grabbing her between the legs. The sexual assault was preceded by frequent comments by the Co-Worker of a sexual nature. These comments persisted after the sexual assault, when T.L. was forced to continue working with the Co-Worker. For example, the Co-Worker told T.L. that he liked seeing her in jogging pants rather than jeans, but that a dress would be better because she would taste good under the dress. These comments were made around other employees and tolerated by Leduc and its management who were aware of them.

13. T.L. reported the incident to others at Leduc and had a meeting with Human Resources and others at City Hall. Despite the Co-Worker admitting to the sexual assault, Leduc took no action against him, beyond eventually moving him to another department where he sexually assaulted another woman one year later. T.L. later learned that he had been moved to her department after previously sexually assaulting another woman at the operations building in Leduc.

14. While Leduc considered whether to move her Co-Worker to another department, T.L. and other women in her department were forced to develop a code to get help if the Co-Worker was around. They would call other women and tell them that they had hurt their back, which was code to have another woman come into the room to prevent the Co-Worker from being alone

with them. The failure of Leduc to take action on the reports of sexual assault created a situation where other women would be assaulted.

15. When T.L. initially tried to go public with her experiences, she was contacted by Leduc and told that she should keep her opinions to herself. On a number of occasions, Leduc has required women who have been subject to sexual misconduct and sexual assault to adhere to or sign non-disclosure agreements. T.L. suffered serious psychological harm from these incidents of sexual misconduct and sexual assault.

B. Christa Steele

16. In 2002, Ms. Steele was hired as a firefighter and EMT with the Fire Department and Leduc. Incidents of sexual misconduct, ^ discrimination, and sexual assault began almost immediately.

17. In 2004, while she was training and a practicum student, Allen Dignard, a male firefighter and paramedic, asked her about the colour of her panties while they were sitting in the back of an ambulance, and then exposed his penis to her. Ms. Steele reported this sexual misconduct ^ to another male firefighter, who was in the front seat of the ambulance at the time, but no report was made of the incident. Ms. Steele did not report the incident further because she was scared and concerned that, if she did, she would not be hired by the Fire Department and Leduc following her practicum.

18. In or about 2005, Ms. Steele began a relationship with a male firefighter and paramedic (**Male Firefighter #1**). When the relationship ended, Ms. Steele experienced significant discrimination based on her gender in addition to ^ extensive sexual misconduct ^ that was insulting and intimidating on an ongoing and continuing basis. The retaliation ^ from this incident remains ongoing.

19. In particular, following this relationship, she was frequently called a "slut", a "whore" and a "homewrecker". Her direct superiors were aware of this and required her to write apology letters to the spouses of her colleagues. No similar demands were made of Male Firefighter #1.

20. In the years following, Ms. Steele was blamed by other firefighters for the relationship with Male Firefighter #1 and she suffered significant stress, fear, and depression ^.

21. Throughout Ms. Steele's employment at the Fire Department and continuing to this day, male and female employees experienced differential treatment in relation to their personal relationships. Women would experience discriminatory comments, and sexual misconduct ^ while men would not. Further, men would not suffer in the progression of their career due to their personal life while women would. For example, Male Firefighter #1 was promoted to Fire Captain after the relationship and did not experience the sexual misconduct ^ or discrimination that Ms. Steele experienced. The continued sexual misconduct ^ made Ms. Steele feel isolated, depressed, and scared to go to work.

22. Similarly, subsequent to the end of the relationship, Leduc Human Resources requested a meeting with Ms. Steele regarding the relationship and her behaviour in it. She later learned that ^ a number of false rumours were spread about her and the relationship. When she met with Leduc Human Resources, she was accused of forcing Male Firefighter #1 into a relationship and berated about being in that relationship. Leduc Human Resources had no such meeting with Male Firefighter #1.

23. In December 2005, ^ Deputy Chief Clancy came to Ms. Steele's office and made the comment "you have pretty lips" and attempted to touch her face and neck while she was sitting. He left due to a call coming into the 911 office, but then returned, and when Ms. Steele stood up to leave ^ Deputy Chief Clancy proceeded to pin her against the wall and attempted to kiss her neck against her will. He demanded to know why she was willing to have a relationship with Male Firefighter #1, but not with him. Eventually another firefighter interrupted the sexual assault. Ms. Steele informed that firefighter as to what had occurred and he remained with her in case ^ Deputy Chief Clancy returned. No action was taken against ^ Deputy Chief Clancy and Ms. Steele did not escalate the issue as she was scared he would have her terminated from her position.

24. Similar sexual assaults and sexual misconduct ^ were common. While Ms. Steele was working on Platoon 2, Dignard ^ proposed a threesome with him and his wife. Later, while she was working on Platoon 2, Dignard ^ entered the female dorms while she was sleeping and

entered her bed against her will. Ms. Steele reported this incident to her Captain, but nothing was done.

25. Eventually, Ms. Steele moved to Platoon 3. While there, a number of male firefighters began spreading rumours that Ms. Steele was in a relationship with another firefighter and abusing cocaine. Both of these rumours were untrue. Ms. Steele understood that these rumours were being spread in retaliation and to ensure she remained silent in regard to ^ sexual misconduct and advances like the ones made by Dignard ^. Ms. Steele raised these issues with ^ Deputy Chief Christensen who refused to do anything about them.

26. In addition, during her time on Platoon 3, on an ongoing and continuous basis, Ms. Steele was belittled and embarrassed by the Captain in front of co-workers regarding her work duties. She was told on engine shifts and in yearly reviews with the Captain to "watch your back", that she had a "target on her back", and to "watch yourself". She understood that this was because of the ^ sexual misconduct, and sexual assaults that she had experienced. This Captain's behaviour caused immense anxiety, stress, and trauma for her and Ms. Steele began calling in sick to avoid the constant berating. She did not report these comments, as she believed that if she reported them her employment would be terminated.

27. The threats were particularly concerning because, as a firefighter, she was involved in dangerous situations where she would have to rely on other firefighters for her safety. The systemic ^ sexual misconduct, and discrimination meant that she did not have the requisite trust and confidence in the male firefighters, and feared for her safety, health, and well being. This compromised the ability of firefighters at Leduc to properly respond to emergencies and compromised public safety.

28. From about 2007 to about 2012, another male firefighter ^ with the Fire Department, Chris Riemann, touched and slapped Ms. Steele's buttocks on multiple occasions. Other firefighters witnessed these incidents, including when she would descend a ladder at work. Riemann ^ would also make comments about her buttocks while Ms. Steele was walking ahead of him in the hallway. She reported these incidents to Leduc Human Resources and Deputy Chief Kelly, but again, nothing was done. Leduc looked the other way, again, and the abuse[^] and trauma continued.

29. Moreover, despite these reports, ^ management at the Fire Department ^ forced Ms. Steele to work directly with the firefighters that had committed sexual misconduct ^ and sexually assaulted her. For instance, in 2018, Ms. Steele was required to work directly with Riemann ^ as his partner. She reported to the Captain that she was uncomfortable working with Riemann ^ due to his prior actions, sexual misconduct and sexual assault ^; particularly as they would be spending considerable time alone together. The Captain took her concerns to ^ Deputy Chief Moore, but she was told to "be the bigger person" and forced to continue working with Riemann ^. This made Ms. Steele feel scared, very unsafe, and vulnerable at work.

30. From about 2014 to about 2018, another male firefighter ^ with the Fire Department, Vince Braun, would touch and smell her hair, attempt to hold or touch her hand, position himself near her in an inappropriate manner, and whisper in her ear. Braun's ^ unwanted actions made Ms. Steele feel very uncomfortable and she was scared to be alone in a room with him. Other firefighters witnessed these incidents, but did nothing. Ms. Steele did not report Braun's ^ actions because she believed that if she reported these incidents, they would not be taken seriously since her prior complaints resulted in ^ no intervention from her superiors. She was worried that she would face retaliation, including being fired from her job. Ms. Steele was being sexually victimized on an ongoing basis and felt helpless, alone, unprotected, and unsupported.

31. On or about September 18, 2018, Ms. Steele was cleaning the men's bathroom at the fire station as part of her duties. While cleaning one of the stalls, Braun ^ approached her from behind and mimicked sexual intercourse on her. He then refused to let her out of the stall. She struggled and eventually managed to flee the stall. She was terrified, angry, and upset with Braun ^, but was also scared and traumatized. She immediately told her partner about the incident and he could see that she was visibly upset. She told the Captain shortly after that she no longer wanted to be in a room alone with Braun ^. She did not discuss the details of the sexual assault with the Captain as, at that time, she was still too emotional about it and scared of the consequences of coming forward as Braun ^-was very close with the Deputy Chief Christensen.

32. Braun ^-was also, despite the Fire Department's knowledge of his sexual misconduct and sexual assaults ^, designated by the Fire Department and Leduc as the individual responsible for measuring female firefighters for their uniforms and radio sashes. Ms. Steele informed ^ Captain

Krabbes that she was uncomfortable with Braun ^ taking her measurements after the sexual assault in the men's bathroom and refused to be measured for a couple months. Over that time, Braun ^ made repeated requests to take Ms. Steele's measurements. Eventually, in or about November 2018, Braun ^ cornered her in the mess kitchen to take her measurements for her radio sash. Another firefighter (**Male Firefighter #2**) was present in the kitchen when this occurred and Ms. Steele asked him to stay. While taking her measurements, Braun ^ touched Ms. Steele's breasts multiple times and her vagina one time. Male Firefighter #2 witnessed the sexual assaults and stated "what are you doing?" Eventually, a number of women complained to Leduc Human Resources that they had experienced similar sexual assaults and sexual misconduct ^ by Braun ^ and an investigation was finally launched.

33. Despite these women reporting Braun's sexual misconduct, he was not suspended and these women were forced to continue to work with him, allowing him to commit additional sexual assaults. This was particularly concerning to these women, because Leduc Human Resources had advised Braun that these women had made complaints of sexual misconduct against him. In providing confidential information about the complaints to Braun, Leduc was acting in a way to intimidate these female firefighters and to deter them from advancing their complaints.

34. During the investigation into Braun's ^ behaviour, ^ Captain Krabbes asked Ms. Steele if she was "involved with this bullshit", which she understood to mean the investigation into Braun's ^ sexual misconduct and sexual assaults ^. It was made clear to her that she would suffer professional consequences for having come forward with her experiences, including the sexual assault by Braun ^, and she took such comments as clear threats against her job security. Eventually, ^ Braun was terminated. Ms. Steele was informed by the Leduc Human Resources Director that Braun ^ was not allowed on Leduc property, or to attend events following the termination. However, this ban was not enforced. In addition, during the investigation into Braun, female firefighters were questioned as to whether their choice of clothing contributed to their sexual assaults by Braun ^. This again, ^ shows that the Fire Department was placing the blame on the female firefighters.

35. On or about August 9, 2020, the Fire Department participated in a motorcycle rally event, which was held at the fire station. Ms. Steele attended the event while on shift. While she was there, Braun ^ arrived with Deputy Chief Christensen ^, despite the fact that he was not allowed to attend Fire Department events or be at the fire station following his termination. Ms. Steele felt terrified, exposed, and scared. She was shaking and went to the bathroom and cried.

36. Ms. Smith spoke with ^ Captain Michelsen about Braun's ^ presence at the event. Ms. Smith also informed ~~the~~ Captain Michelsen that Ms. Steele was upset in the bathroom as a result of Braun's ^ presence. Despite Ms. Smith informing ^ Captain Michelsen that Ms. Steele was traumatized by Braun's ^ presence and reminding him that Braun ^ was not allowed on Leduc property following his termination, ^ Captain Michelsen refused to take action to support and protect Ms. Steele.

37. It was only after Ms. Smith informed the Captain that she would personally ask Braun ^ to leave the premises that the Captain sought direction from Deputy Chief Moore ^ on how to manage the situation. Despite Deputy Chief Moore ^ directing the Captain to remove Braun ^, he refused to do so. Ms. Smith then called the President of the Leduc Firefighter's Association for help in forcing Braun ^ to leave.

38. A number of Captains, including Deputy Chief Christensen, Captain Michelsen, Captain Black, and Captain Ingram, opposed Braun's ^ removal from the event stating that "the girls made it up and railroaded him" and that the female firefighters were liars. Despite Braun's ^ proven history of sexual assault and sexual misconduct ^ toward women, including having been terminated from previous employment for such behaviours, Fire Department management opposed Braun's ^ removal from the event and supported him over the female firefighters. This was part of a continuing and ongoing pattern of conduct where the Fire Department and Leduc would refuse to take action against male firefighters that had ^ discriminated against, committed sexual misconduct, and sexually assaulted female firefighters, and instead would retaliate and persecute the female firefighters.

39. Subsequent to these events, Ms. Steele suffered serious mental harm and her career suffered due to her willingness to report the ^ discrimination, ^ sexual misconduct, and sexual assaults.

C. Mindy Smith

40. Ms. Smith has suffered incidents of sexual misconduct, sexual assault, and discrimination, similar to Ms. Steele.

41. In or about 2016, Ms. Smith graduated from the Leadership Development Program, formerly the Officer Development Program, and began acting occasionally as platoon Captain.

42. Ms. Smith has been the subject of frequent sexual misconduct that male firefighters did not face. For instance, in 2018, after cooperating with an investigation that led to a male firefighter being disciplined, the window of Ms. Smith's vehicle was smashed in retaliation. She informed Deputy Chief Moore about this incident, but nothing was done. One of the Captains acknowledged to Ms. Smith that the smashing of her window was in retaliation for cooperating with the investigation of the male firefighter, but told her nothing would be done to stop it and that, if she persisted, as a female firefighter she would be retaliated against. She did not believe she could escalate this matter by reporting it further, as she feared further retaliation and even termination of her employment.

43. On or about September 2019, Ms. Smith attended an officer meeting where she was the only female in attendance. She raised the issue that "female firefighters do not feel welcome here". Chief Clancy followed up her comment by asking the officers at the meeting if they had witnessed events of discrimination and sexual misconduct toward women in the workplace, and all of them indicated they had. Despite this, nothing was done to address the continuing and ongoing sexual misconduct and discrimination against female firefighters.

44. As the sole female officer at these meetings, Ms. Smith repeatedly heard Chief Clancy and other officers making derogatory comments about other female firefighters, including Ms. Steele. This included discussions of how to manufacture a justifiable reason to terminate Ms. Steele for reporting sexual misconduct and sexual assault despite her satisfactory performance as a firefighter and EMT. In general, at these meetings, as the sole female, other officers would refuse to engage with Ms. Smith and intentionally excluded her from decision-making. In general, the attitude and the statements of the male officers at these meetings and elsewhere were

that women were not "real firefighters" and that they should be driven out of the Fire Department because of their gender.

45. Ms. Smith also experienced sexual misconduct, and sexual assault from Braun. As noted above, despite Braun's history of sexual misconduct toward female firefighters, he was made responsible for taking employee measurements for uniforms and replacing damaged or missing pieces of uniforms.

46. In or about 2016, Ms. Smith requested a replacement belt for her uniform pants. Braun instructed her to follow him into the locked supply room where extra uniforms were kept. After she entered the room, Braun followed behind her and blocked the exit. Braun instructed her to take her belt off and insisted she allow him to put the new belt on her to "ensure it fit". She refused, but Braun became more insistent that she allow him to put the belt on and continued to block the exit of the room. Eventually, Braun forced her to back away, against the wall. At that point, having been threatened, Ms. Smith allowed Braun to put the belt on her in order to escape the room. While he was putting the belt on her, Braun touched her in a sexual manner, and sexually assaulted her. For the next two years, Ms. Smith attempted to ensure that she was never alone with Braun at the fire station. Ms. Smith did not report this incident, as she knew that female firefighters who reported incidents of sexual misconduct and sexual assault were retaliated against, and she believed that would happen to her, and she was concerned that her employment would be terminated.

47. Braun's sexual misconduct was well known at the Fire Department. He was also in charge of fixing radios and would touch and make advances on female firefighters who had to get equipment repaired. Among the female firefighters, there was a belief that management would retaliate against them if they reported Braun's sexual misconduct. This belief arose from the fact that management was aware of Braun sexual misconduct, but took no steps to deal with it. This further lead Ms. Smith to believe that any attempts to report the discrimination, sexual misconduct, and sexual assaults would be futile and only lead to retaliation against her, including termination of her employment.

48. As described above, Ms. Smith intervened at the motorcycle rally event that Braun attended after he was dismissed. During that incident, Deputy Chief Christensen told Ms.

Smith that the women who had come forward about Braun ^ were "liars" and "railroading him". Ms. Smith reported this via a formal complaint to Leduc Human Resources and Mr. Tobin in late 2020, but nothing was done.

49. However, Ms. Smith later learned that Leduc Human Resources advised ^ Deputy Chief Moore of her complaint, which led to retaliation ^. This included, but was not limited to, refusing to act on Ms. Smith's reports that controlled substances like fentanyl and morphine were being mishandled and left in areas where members of the public could access and take them. In this way, the systemic culture of sexual misconduct and abuse at the Fire Department compromised public safety.

50. In addition, following Braun ^ attendance at the motorcycle rally event, Ms. Smith advised ^ Deputy Chief Moore that Braun ^ had sexually assaulted her as well. ^ Deputy Chief Moore informed her following this complaint that she was "emotionally unstable" and, in retaliation, had her taken off duty for three months without pay.

51. The Fire Department also assigned Braun to act as a peer support person for female firefighters. This involved female firefighters being required to have conversations with Braun about their mental health after disturbing calls on the ambulance or fire truck. Braun would then use his knowledge of these female firefighter's mental health concerns to silence them after sexually assaulting or committing sexual misconduct against them ^. Ms. Smith raised this issue with Deputy Chief Moore and Human Resources, but nothing was done. Management's decision to assign Braun to this role, knowing his sexual misconduct toward female firefighters, was unconscionable.

52. A number of other female firefighters who remain too fearful of retaliation to come forward were also sexually assaulted by Braun ^.

53. Other incidents of sexual misconduct ^ were common. For example, at a work party, a male firefighter exposed himself to Ms. Smith, which several male firefighters and management witnessed. Again, despite management witnessing this incident of sexual misconduct ^, nothing was done.

54. ^ In raising the issues of ^ discrimination, sexual misconduct, and sexual assaults at the Fire Department, Ms. Smith suffered numerous types of retaliation, including being refused promotions, ^ and being prevented from taking advanced firefighter and EMT training. Ms. Smith has been diagnosed with severe mental health issues ^, which was caused by the ^ discrimination, sexual misconduct, and sexual assaults at the Fire Department.

D. Megan Wright

55. Ms. Wright was a firefighter and employee of Leduc from 2014 to 2022. Ms. Wright also experienced discrimination, sexual misconduct, and sexual assault similar to what the Representative Plaintiffs experienced.

56. Ms. Wright was also sexually assaulted by Braun while being measured for pants. During the session where Braun did the measurements, Ms. Wright experienced unwanted sexual touching from him. When Braun subsequently attempted to measure Ms. Wright's chest for a shirt, despite sample shirts being readily available, Ms. Wright refused, leading Braun to become angry and threatening.

57. When the incident was ultimately reported to Leduc Human Resources, Ms. Wright was asked to provide a picture of what she was wearing that day. As part of his attempts to intimidate Ms. Wright, Braun made a point of letting other firefighters know that Ms. Wright was experiencing mental health issues after a bad call, in order to discredit and intimidate her. Despite a complaint being made, Braun was not suspended or restricted in any way and allowed to continue working with female firefighters. Ms. Wright also learned that the complaint she ultimately made to Leduc Human Resources was provided to Braun despite Human Resources having assured her that it would be confidential. At no point did Leduc involve the union in this process in any way.

58. In a subsequent discussion with Chief Clancy, Ms. Wright learned that Chief Clancy was aware of the discrimination, sexual misconduct, and sexual assaults at the Fire Department and by Braun, but refused to take any steps to address those issues or concerns about retaliation against women who reported incidents of discrimination, sexual misconduct, and sexual assault. Such retaliation involved specific statements from management at the Fire Department that

women who brought forward complaints regarding discrimination, sexual misconduct, and sexual assault would not be hired as full-time firefighters.

E. Additional Incidents of Discrimination, ^ Sexual Misconduct ^, and Sexual Assault

59. Other female employees of the Fire Department remain unwilling to come forward due to fear of retaliation, but have experienced similar incidents of discrimination, sexual misconduct ^ and sexual assaults in the workplace. The Fire Department was aware that these incidents ^ had occurred, but refused to take any action and retaliated against the women, accusing them of fabricating complaints and lying. In particular, when potential complainants have gone to Deputy Chief Kelly to report incidents of discrimination, sexual misconduct, and sexual assault, he has advised them that they would be terminated if they reported these incidents in any way.

60. One of these incidents of sexual assault occurred in 2005 with a newly hired female firefighter, A.M. On being hired, she was advised to "watch her back" as a female employee and immediately noticed that it was common place for male firefighters to grab the buttocks of women at the fire stations.

61. When she began work she was subject to routine sexual misconduct. Her supervisor would routinely speak to her about his sexual encounters and tell her that "she wanted it too". He would also talk about the sexual misconduct and sexual assaults that occurred at the Fire Department against female firefighters and stated that they were the fault of the women who were assaulted and that they had provoked the male firefighters.

62. On a night shift in 2005, when A.M. was working alone in the dispatch room, a Deputy Chief entered the room and forcibly kissed her. She shoved him away and the next day he called to apologize and to ask her if she had told anyone. She was afraid because of his position of authority within the Fire Department. A.M. was terminated two weeks later ^ to protect the Deputy Chief and to suppress any reports of the sexual assault. When A.M. met with management of Leduc after being terminated, she was told to "let it go and move on".

63. At the time of this assault, the Fire Chief was Rick Sereda. In general, during the period of his tenure, Sereda took no steps to address issues of discrimination, sexual misconduct, and sexual assault despite being aware of them. After an internal investigation at Leduc that

uncovered misconduct by Sereda, which included, but was not limited to, his failure to address problems of discrimination, sexual misconduct, and sexual assault, he was transferred to another department at Leduc where the misconduct continued. Leduc and Leduc Human Resources were and are aware of this misconduct but continue to suppress it ^ to protect Sereda at the expense of those who have been discriminated against and experienced sexual misconduct and sexual assault at the Fire Department and Leduc.

64. Leduc and Leduc Human Resources have acted to protect Sereda and others, at the expense of female employees, by failing to report his misconduct to City Council and failing to be candid with City Council when misconduct was discovered, among other things. This protection of Sereda sends a message to employees at the Fire Department and Leduc that nothing will be done if complaints are made. Similarly, it is well known among Leduc employees that members of Leduc management routinely make and tolerate sexually explicit comments about female firefighters, employees, and City Council members. Such comments include routine sexually explicit comments and public discussions about the anatomy of current female members of City Council. These public displays are designed to convey to employees that no women at Leduc have the power to stop sexual misconduct, not even those on City Council.

65. The toleration of Sereda's misconduct and sexually explicit statements by members of Leduc management shows a pattern of misconduct by Leduc that is designed to suppress complaints about sexual misconduct or sexual assault by female firefighters and employees and constitutes a marked departure from ordinary standards of behaviour and a callous disregard for the safety of the Class Representatives and Class Members.

66. It is well known throughout the Fire Department that female firefighters are subject to a culture of sexual ^ misconduct and sexual assault that is tolerated by the Fire Department. For example, male firefighters routinely grabbed the buttocks of female firefighters in front of other firefighters. When doing so, these male firefighters and Fire Department management told these female firefighters that it was common and acceptable at other fire departments in Alberta for women to be groped in this manner and so nothing would be done about it. At other times, male firefighters directed sexually explicit comments to female firefighters in public, such as forcing

new female firefighters to answer sexually explicit questions in front of their co-workers, such as whether they like to be choked during sex.

67. These comments were made to ^ intimidate female firefighters and were tolerated and encouraged by management at the Fire Department and Leduc. ^ These female firefighters know that if they report such allegations, nothing will be done to help them, and they will be retaliated against by management within the Fire Department and male firefighters.

68. For example, a number of female firefighters have been advised that women are less valuable as firefighters than men and that women are typically hired based on their physical appearance. In particular, Fire Department management and management at Leduc have stated to female firefighter that breast size is a significant consideration when hiring female firefighters. Moreover, women working as part-time firefighters have been advised that they will only be hired full-time if they confirm that they will not get pregnant. Female firefighters have been told directly that promotions and training will not be available to female firefighters who take maternity leave.

69. In addition, Leduc has hired a number of male firefighters who had been forced to resign from other employers, including the St. Albert Fire Department, NAIT, and Alberta Health Services because of their involvement in incidents of sexual assault and sexual misconduct. When female firefighters raised concerns about hiring such individuals with the Fire Department and Leduc, their complaints were ignored. In this way, the Fire Department tolerated and encouraged predatory behaviour that would not be tolerated at other departments and rendered Leduc an unsafe place for women to work.

70. There have also been incidents of discrimination, ^ sexual misconduct ^, and sexual assault involving practicum students from various educational institutions in Alberta, including NAIT, SAIT, Emergency Services Academy, and Professional Medical Association (the Practicum Students) ^. Throughout the time period detailed above and while employed by the Fire Department and Leduc, Practicum Students were advised by instructors and other male firefighters that they would not pass their practicum or be hired unless they had sexual relations with instructors or other male firefighters. Some of the Practicum Students who refused were then sexually assaulted. The Fire Department and Leduc were aware of this sexual misconduct

and sexual assaults on ^ Practicum Students but did nothing to stop it beyond suggesting that Practicum Students should try to avoid being alone with certain male firefighters.

71. The incidents described above relate to sexual assault and battery and sexual misconduct when at the time of the misconduct the person was a dependent. They also involve ^ breaches that arise from a continuing course of conduct and related acts and omissions that continue to occur to this day and that continue to foster a toxic and abusive environment at the Fire Department and Leduc.

72. ^ Neither of the Representative Plaintiffs were able to bring an action or make reasonable judgments in respect of their injury, damage, or loss because of the symptoms of depression and anxiety that they suffered as a result of ongoing ^ sexual misconduct and sexual assaults ^ at the Fire Department and Leduc. It is not until 2022, following completion of the Investigation ^ of the sexual misconduct ^, discrimination, and sexual assaults at the Fire Department, that Ms. Steele and Ms. Smith are able to pursue a claim against Leduc. Ms. Steele and Ms. Smith both understood that they would be retaliated against if they brought forward allegations of ^ discrimination, sexual misconduct, and sexual assaults and, as such, neither could reasonably have brought an action prior to the completion of the Investigation ^.

73. The impugned conduct, including sexual misconduct and sexual assault, did not arise out of the Representative Plaintiffs or Class Members' employment, terms and conditions of employment, was not contemplated by any collective agreement, and was not an accident arising out of and in the course of Class Members' employment. At no time did Leduc or the union engage the grievance process in regard to any of the events described in this claim. At no time did Leduc report any of the events described in this claim to any statutory authorities.

74. Further and in the alternative, systemic issues with the internal dispute resolution process and mechanisms at the Fire Department and Leduc, including repeated and overt threats and examples of retaliation for reporting discrimination, sexual misconduct, and/or sexual assault, meant that there was no effective, adequate, or reasonable legislative remedy or internal mechanism within the Fire Department or Leduc or otherwise through which the Representative Plaintiffs or Class Members could report incidents of gender based discrimination, sexual misconduct, sexual assault, or retaliation. Nor was there an effective, adequate, or reasonable

legislative remedy or internal mechanism within the Fire Department or Leduc to address the Representative Plaintiffs or Class Members' complaints or grievances related to the impugned conduct. This made it impossible for female firefighters to report misconduct through external or internal process or to seek remedies whether legislated or within any collective agreement.

75. The internal recourses were impossible to access because, among other things, they were dependent on the chain of command. Any complaints regarding discrimination, sexual misconduct, or sexual assault were required to proceed through the chain of command and the chain of command comprised individuals who abused their power and were either responsible for the misconduct or who acted to protect the perpetrators. This perpetuated the toxic and misogynistic culture at the Fire Department and Leduc, which normalized and condoned discrimination, sexual misconduct, and sexual assault.

76. On occasions where the Representative Plaintiffs or the Class Members asked the union to bring grievances in regard to these matters on their behalf, the union refused to do so on the basis that issues of discrimination, sexual misconduct, and sexual assault do not fall under the Collective Agreement

F. The Discrimination, Sexual Misconduct, and Sexual Assaults Are Not Workplace Disputes

77. The discrimination, sexual misconduct, and sexual assaults do not amount to workplace disputes arising from any collective agreement or arise out of employment at the Fire Department or Leduc. Rather the impugned conduct was systemic, pervasive, persistent, and widespread as it was deeply rooted in the para-military culture of misogyny at the Fire Department.

78. Leduc and the Fire Department knew that discrimination, sexual misconduct, and sexual assault was pervasive and wide-spread throughout the Fire Department and Leduc. The Fire Department and Leduc also knew that it was impossible for female firefighters and employees to access legislative remedies, internal reporting mechanisms and grievance processes. Yet, the Fire Department and Leduc allowed the improper conduct to continue and thereby condoned and encouraged it. Through its conduct, the Fire Department and Leduc taught female firefighters

and employees that they were expected to tolerate their male superiors and colleagues committing sexual misconduct against them and sexually assaulting them. Through this conduct, the Fire Department and Leduc taught female firefighters and employees to stay silent in the face of sexual violence or they would be punished and retaliated against.

79. The systemic discrimination, sexual misconduct, sexual assault, and reprisals to which the Representative Plaintiffs and Class Members were subjected cannot reasonably be construed to be matters affecting the terms of any collective agreement or accidents arising out of and in the course of Class Members' employment.

80. Simply put, systemic sexual misconduct and sexual assaults are not workplace disputes or normal hazards of work.

81. In the alternative, if the issues of discrimination, sexual misconduct, and sexual assault fall under the scope of the Collective Agreement, the dispute provisions of the Collective Agreement are of no force and effect as they infringe the section 7 and 15 Charter rights of the Representative Plaintiffs and the Class Members. The dispute provisions infringe these rights through the mandatory 15 day period to commence a grievance. Instances of discrimination, sexual misconduct, and sexual assault are of a type that cannot reasonably be expected to be commenced within such a tight timeframe and the effect of this 15 day period to commence a grievance is to prevent discrimination, sexual misconduct, and sexual assault from being reported. The fact that women suffer disproportionately from discrimination, sexual misconduct, and sexual assault render any provisions requiring discrimination, sexual misconduct, and sexual assault to be dealt with under the mandatory arbitration provisions unconstitutional.

G. The Investigation

82. As set out above, an Investigation was conducted, which was completed in January 2022. The Investigation generated at least five reports, which detail dozens of incidents of discrimination, sexual misconduct, and sexual assault. As Leduc has stated, these reports detail incidents that date back decades, and the reports are several hundred pages long. These reports include:

- (a) a report on complaints made by Ms. Steele;

- (b) a report on complaints made by Ms. Smith;
- (c) a report on complaints made by another female firefighter;
- (d) a report on systemic problems within the Fire Department; and
- (e) a report on efforts by Chief Clancy to interfere with the Investigation.

83. The Investigation set out in detail many of the incidents described above, which were already known to the Fire Department and Leduc. Despite receiving the Investigation reports, the Fire Department and Leduc refused to take any disciplinary steps against those firefighters whose improper conduct was the subject of the reports. For example, despite knowing of Dignard and Riemann's misconduct and having that misconduct confirmed by the Investigation, the Fire Department and Leduc did not suspend or take any action to protect the public or other firefighters from these individuals until after the Statement of Claim was filed. This left individuals who Leduc knew had committed sexual misconduct and sexual assault working at the Fire Department, continuing to make it unsafe for women.

84. In fact, the only action the Fire Department and Leduc took having learned of the sexual misconduct and sexual assaults against the Class Members was to ban the Representative Plaintiffs from Fire Department property. Even when the Fire Department and Leduc had confirmation of the Representative Plaintiffs' allegations by way of the Investigation, they chose to protect firefighters who had assaulted the Representative Plaintiffs. The failure to act on the Investigation reports put the female firefighters and the public at continued risk.

85. Ultimately, Chief Clancy resigned on March 19, 2022, due to his involvement with the incidents described above. On March 29, 2022, Dignard and Riemann were forced to resign. Leduc explained that they were no longer employed by Leduc because of incidents detailed in the Investigation reports, which the Fire Department and Leduc had been aware of for a number of years.

H. Additional Risk to the Public

86. The manner in which the Fire Department and Leduc handle issues of discrimination, sexual misconduct, and sexual assault compromises the safety of female firefighters and the

public in a number of ways. Among these, Leduc's decisions to allow firefighters and management that have engaged in discrimination, sexual misconduct, and sexual assault to resign rather than be terminated means that Leduc and the Fire Department do not have to and do not report these individuals to the appropriate regulatory bodies. Such reporting is mandated when a firefighter is terminated for discrimination, sexual misconduct, and sexual assault. This means that these individuals are free to take jobs at other departments and victimize other women, with their sexual misconduct at Leduc remaining secret. Such conduct represents a marked departure from ordinary standards of decent behaviour.

87. In addition, the failure of Leduc to promptly terminate firefighters that the Fire Department and Leduc knew had engaged in discrimination, sexual misconduct, and sexual assault and to allow them to continue to engage with vulnerable individuals, puts the public at risk. For example, despite being aware of incidents of sexual misconduct and sexual assault by Riemann ^ the Fire Department and Leduc took no steps to terminate, discipline, or suspend this individual. While he remained on duty, this firefighter was involved in an incident, reported by firefighters at another fire department in Spring 2022, over an improper interaction with an unconscious nineteen-year-old female patient. Had this individual been terminated or disciplined when the Fire Department or Leduc learned of his misconduct, this would not have occurred.

88. The Fire Department and Leduc's choice to protect male firefighters who have engaged in discrimination, sexual misconduct, and sexual assault has allowed them to continue their improper behaviour and harm other firefighters and members of the public and render the Fire Department unsafe for women.

89. The choice of the Fire Department and Leduc to privilege and protect male firefighters who engage in discrimination, sexual misconduct, and sexual assault is reprehensible and shows a callous disregard for the rights of Ms. Steele, Ms. Smith, the Class Members, and members of the public. Such conduct represents a marked departure from ordinary standards of decent behaviour and warrants punitive damages.

I. The Fire Department and Leduc's Attempts at Intimidation During the Investigation

90. When management of the Fire Department learned that the Investigation was occurring, Chief Clancy and others took steps to intimidate those that might be speaking with the investigators and to interfere with the Investigation. For example, soon after it was announced that the investigators would be interviewing firefighters, Chief Clancy announced that he would be doing ride-alongs with firefighters to check in on them. This was not something that was routinely done and was an effort to have private meetings with firefighters ^ to influence their statements to the investigators. When the investigators learned of these ride-alongs, they advised Leduc and Chris Tobin, the head of human resources at Leduc, that they were inappropriate and could compromise the Investigation. Leduc did nothing to stop them.

91. At the same time, Chief Clancy began posting memes on social media in an attempt to intimidate firefighters from speaking with the investigators. These memes included statements such as:

Don't waste your time on revenge, the person who hurts you will eventually face their karma.

92. These statements were clear attempts to intimidate those who might speak with the investigators and were understood as such. When this was reported to Leduc, Leduc did nothing. This represents a pattern of continued misconduct by Leduc and continued efforts to intimidate female firefighters from reporting discrimination, sexual misconduct, and sexual assault.

J. The Fire Department's and Leduc's Continued Intimidation and Defamation

93. Despite having the Investigation reports and knowing that the allegations of the Representative Plaintiffs were founded, the Fire Department and Leduc continue in their efforts to intimidate women who wish to come forward. At platoon meetings with firefighters on March 16, 2022, Mr. Melvie stated that Leduc's view was that the women who had provided information for the Investigation were lying, that there were no issues of discrimination at the Fire Department or Leduc, and that no remedial action would be taken. In asserting that Leduc

would take no action on the Investigation it had commissioned, he further stated that a "cold unbiased judge" would decide whether the female firefighters should be believed.

94. Mr. Melvie has continued to make such public statements. On April 8, 2022, Mr. Melvie told a meeting of fire Captains that most of what the firefighters reported in the Investigation reports was false and that the allegations of discrimination, sexual misconduct, and sexual assault were distracting from more important issues like the construction of a new fire hall. Mr. Melvie's statements on behalf of Leduc show a callous disregard for the well-being of female firefighters.

95. These continuing attacks on those individuals who came forward are a continuation of the discrimination, sexual misconduct, and retaliation that female firefighters have faced for years, and are specifically designed to intimidate other women into not coming forward.

96. Mr. Melvie, on behalf of Leduc, has continued these attempts at intimidation. For instance, when a number of female firefighters, including the Representative Plaintiffs, attended City Council on April 28, 2022, Mr. Melvie aggressively approached these women and communicated to them that they should not speak at City Council meetings or to City Council and that their allegations should never have been made in a public forum. Mr. Melvie's actions on behalf of Leduc are part of a continued attempt by Leduc to intimidate those that have information into the allegations set out in this claim.

K. Interference in the Complaints Process

97. On numerous occasions, management at Leduc and the Fire Department, along with members of the Leduc City Council have been provided confidential information about employee complaints about gender based discrimination, sexual misconduct, and sexual assaults and have personally intervened and interfered in the complaint process.

98. This occurred in 2017 when a female employee in operations at Leduc made a complaint alleging sexual assault against a male employee. Human Resources investigated the complaint and determined that it was founded. Before Human Resources could take action, Rick Sereda, a Director at Leduc, intervened in an attempt to stop the male employee from being terminated for the sexual assault, as he was a personal friend of Sereda. In intervening in this manner, Sereda

disclosed confidential information about the complainant and the sexual assault to other employees at Leduc.

99. When Human Resources learned of Sereda's actions, it sought to terminate Sereda. However, at that point, the Mayor of Leduc, Bob Young, who had also been provided confidential information about the complaint and complainant, intervened to prevent Human Resources from taking any action against Sereda because Sereda was a personal friend. The personal intervention by the Mayor has made it impossible for Human Resources to take any action against Sereda and conveyed to employees at Leduc that the complaints process is both not confidential and, at best, ineffective.

100. Improper conduct is tolerated throughout management and directors at Leduc. The prevalence and public nature of this misconduct is known throughout Leduc and further conveys the message to employees that complaints against management or directors are pointless and will only result in retaliation.

101. Leduc has also routinely refused to investigate complaints of gender based discrimination, sexual misconduct, and sexual assault on the basis that these are "he said, she said" issues that are too difficult to investigate. When complainants have come forward, they have been asked what the complainant was wearing at the time and whether they had "led on" the individual who assaulted them.

102. Leduc's failure to investigate these complaints has exposed female employees to further gender based discrimination, sexual misconduct, and sexual assaults. For instance, in 2017, one male employee was only subject to discipline after his third sexual assault — something Leduc Human Resources characterized as his "third strike". Another individual was only terminated in 2019, after nine women complained about being sexually assaulted or subject to sexual misconduct by him.

103. Leduc management has also regularly engaged in discriminatory conduct. This includes requiring female employees to take pregnancy tests and providing their results to their supervisors and other employees. These pregnancy tests are purchased by managers at Leduc.

IV. CLAIMS

A. Leduc's Negligence

104. At all material times, the Fire Department and Leduc owed a duty of care to Ms. Steele, Ms. Smith, and the Class Members to ensure that they could work in an environment free of gender based ^ discrimination, sexual misconduct ^, and sexual assaults. Specifically, the Fire Department and Leduc had a duty to:

- (a) use reasonable care to ensure the health, safety, and well-being of Ms. Steele, Ms. Smith and the Class Members;
- (b) provide a safe and healthy workplace environment free from gender based ^ discrimination, sexual misconduct ^, and sexual assaults;
- (c) provide Ms. Steele, Ms. Smith, and the Class Members with access to work opportunities equal to their male colleagues;
- (d) establish and enforce appropriate policies, procedures, codes of conduct, and guidelines to ensure that Ms. Steele, Ms. Smith, and the Class Members would be free from gender based ^ discrimination, sexual misconduct ^, and sexual assaults in the workplace;
- (e) educate and train the Fire Department and Leduc to promote an understanding that gender based ^ discrimination, sexual misconduct ^, and sexual assaults in the workplace are harmful and will not be tolerated;
- (f) properly supervise the conduct of the Fire Department and Leduc to ensure that Ms. Steele, Ms. Smith, and the Class Members would not be exposed to gender based ^ discrimination, sexual misconduct ^, and sexual assaults in the workplace;
- (g) investigate complaints of gender based ^ discrimination, sexual misconduct ^, and sexual assaults fairly and with due diligence, and make efforts to prevent retaliation; and

- (h) act in a timely manner to resolve situations of gender based ^ discrimination, sexual misconduct ^, and sexual assaults.

105. The Fire Department and Leduc breached this duty of care owed to Ms. Steele, Ms. Smith, and the Class Members by, among other things:

- (a) failing to properly supervise the Fire Department and Leduc to prevent and minimize the risk of Ms. Steele, Ms. Smith, and the Class Members being subjected to gender based ^ discrimination, sexual misconduct ^, and sexual assaults;
- (b) failing to have or, alternatively, failing to enforce adequate policies, procedures, codes of conduct, and guidelines to minimize the risk of Ms. Steele, Ms. Smith, and the Class Members being subjected to gender based ^ discrimination, sexual misconduct ^, and sexual assaults;
- (c) failing to properly investigate and failing to have in place effective, adequate and reasonable internal dispute resolution processes to investigate allegations of gender based ^ discrimination, sexual misconduct ^, and sexual assaults in the workplace in a thorough, timely, and impartial manner, or at all;
- (d) failing to provide adequate, or any, training and educational programs to the Fire Department and Leduc regarding the dangerous and harmful effects of gender based ^ discrimination, sexual misconduct ^, and sexual assaults;
- (e) failing to make sufficient efforts to promote universal understanding among the Fire Department and Leduc that gender based ^ discrimination, sexual misconduct ^, and sexual assaults are harmful and will not be tolerated;
- (f) permitting a workplace environment and culture that normalized the occurrence of gender based ^ discrimination, sexual misconduct ^, and sexual assaults;
- (g) failing to act in a timely fashion to stop incidents of gender based ^ discrimination, sexual misconduct ^, and sexual assaults;

- (h) failing to ensure that perpetrators of gender based ^ discrimination, sexual misconduct ^, and sexual assaults were appropriately disciplined; and
- (i) failing to protect Ms. Steele, Ms. Smith, and the Class Members from the continuation or re-occurrence of gender based ^ discrimination, sexual misconduct ^, and sexual assaults and failing to protect them from retaliation after reporting such behaviour.

106. The Fire Department, Leduc, or its management knew, or ought to have known, that the negligent and intentional acts described above were of a kind reasonably capable of traumatizing a normal person and that Ms. Steele, Ms. Smith, and the Class Members would suffer damages as a result. In addition, Leduc, the Fire Department, and Leduc Human Resources knew of these negligent and intentional acts and did nothing. They looked the other way or blamed the victims and, as a result, knowingly created and allowed the systemic discrimination, ^ sexual assault, and sexual misconduct ^ to continue.

B. Breach of the *Canadian Charter of Rights and Freedoms*

Section 15

107. The systemic abuses allowed and tolerated by the Fire Department, Leduc, and its management breached the right of Ms. Steele, Ms. Smith, and the Class Members to be free from discrimination on the basis of sex, pursuant to section 15 of the *Canadian Charter of Rights and Freedoms*, Part I of the *Constitution Act, 1982*, being Schedule B to the *Canada Act 1982* (U.K.), 1982, c. 11 (the *Charter*), by, among other things:

- (a) failing to properly supervise the Fire Department and Leduc so as to prevent and minimize the risk of Ms. Steele, Ms. Smith, and the Class Members being subjected to gender based ^ discrimination, sexual misconduct ^, and sexual assaults;
- (b) failing to have or, alternatively, failing to enforce adequate policies, procedures, codes of conduct, and guidelines to minimize the risk of Ms. Steele, Ms. Smith,

and the Class Members being subjected to gender based ^ discrimination, sexual misconduct ^, and sexual assaults;

- (c) failing to properly investigate allegations of gender based ^ discrimination, sexual misconduct ^, and sexual assaults in the workplace in a thorough, timely and impartial manner, or at all;
- (d) failing to provide adequate, or any, training and educational programs to the Fire Department and Leduc regarding the dangerous and harmful effects of gender based ^ discrimination, sexual misconduct ^, and sexual assaults;
- (e) failing to make sufficient efforts to promote the universal understanding among the Fire Department and Leduc that gender based ^ discrimination, sexual misconduct ^, and sexual assaults are harmful and will not be tolerated;
- (f) permitting a workplace environment and culture that normalized the occurrence of gender based ^ discrimination, sexual misconduct ^, and sexual assaults;
- (g) failing to act in a timely fashion to stop incidents of gender based ^ discrimination, sexual misconduct ^, and sexual assaults;
- (h) failing to ensure that perpetrators of gender based ^ discrimination, sexual misconduct ^, and sexual assaults were appropriately disciplined; and
- (i) failing to protect Ms. Steele, Ms. Smith, and the Class Members from the continuation or re-occurrence of gender based ^ discrimination, sexual misconduct ^, and sexual assaults and failing to protect them from retaliation after reporting such behaviour.

108. Damages should be awarded pursuant to section 24(1) of the *Charter* as they are just and appropriate to: (1) provide compensation that might not otherwise be awarded to Ms. Steele, Ms. Smith, and the Class Members; (2) vindicate Ms. Steele, Ms. Smith, and the Class Members and society at large for the harm caused by Leduc's violation of section 15 of the *Charter*; and (3) deter future breaches.

Section 7

109. Section 7 of the Charter provides that "everyone has the right to life, liberty and security of the person and the right not to be deprived thereof except in accordance with the principles of fundamental justice". This section encompasses the freedom to not be subject to the threat of physical and psychological harm and suffering.

110. Leduc has deprived the Representative Plaintiffs and Class Members of their section 7 rights by subjecting them to the risk of discrimination, sexual misconduct, and sexual assault at the Fire Department. Despite the Fire Department and Leduc knowing that discrimination, sexual misconduct, and sexual assault were prevalent in the Fire Department and at Leduc and that the Representative Plaintiffs and Class Members would be subject to this conduct and retaliation and reprisals related to it, the Fire Department and Leduc deliberately or negligently failed to take steps to protect the security of the Representative Plaintiffs or Class Members.

111. The conduct of the Fire Department and Leduc in the exercise of the management and operation of the Fire Department was negligent and discriminatory, as set out throughout this claim, and thereby contrary to the principles of fundamental justice.

112. Damages should be awarded pursuant to section 24(1) of the Charter as they are just and appropriate to: (1) provide compensation that might not otherwise be awarded to Ms. Steele, Ms. Smith, and the Class Members; (2) vindicate Ms. Steele, Ms. Smith, and the Class Members and society at large for the harm caused by Leduc's violation of section 7 of the Charter; and (3) deter future breaches

C. Defamation

113. The public statements made by Mr. Melvie, as an employee of Leduc and on its behalf, on March 16, 2022 and April 8, 2022, that the Representative Plaintiffs and Class Members lied about the incidents that make up the Investigation reports are defamatory.

114. In regard to Mr. Melvie's statements of March 16, 2022:

- (a) At three separate platoon meetings, Mr. Melvie stated that the women who spoke to the investigators had fabricated their complaints of discrimination, sexual

misconduct, and sexual assault, and that 80% of the incidents that the women had complained of in the reports were made up and only 20% of the reported incidents of sexual misconduct and sexual assaults were true. He went on to state that there are no problems at the Fire Department, that no abuse has occurred, and that no remedial steps would be taken.

- (b) Mr. Melvie's statements are defamatory in that they accuse the Representative Plaintiffs and Class Members of lying about discrimination, sexual misconduct, and sexual assault. Such accusations would lower the reputations of the Representative Plaintiffs and Class Members in the eyes of a reasonable person.
- (c) Mr. Melvie's words referred to the Representative Plaintiffs and Class Members as it is well-known within the Fire Department and Leduc that the Representative Plaintiffs and Class Members are those who were interviewed for the Investigation reports.
- (d) There were dozens of Fire Department employees at these platoon meetings on March 16, 2022, who heard Mr. Melvie's defamatory statements. In fact, the meetings were previously advertised by the Fire Department as an opportunity to hear Leduc's position on the complaints made in the Investigation reports.

115. In regard to Mr. Melvie's statements made on April 8, 2022:

- (a) At a Captains' meeting on April 8, 2022, Mr. Melvie stated that the reports by firefighters in the Investigation reports were "not true and that crap like that was distracting from more important work like the construction of the new fire station #3".
- (b) Mr. Melvie's statements are defamatory in that they accuse the Representative Plaintiffs and Class Members of lying about discrimination, sexual misconduct, and sexual assault. Such accusations would lower the reputations of the Representative Plaintiffs and Class Members in the eyes of a reasonable person.

- (c) Mr. Melvie's words referred to the Representative Plaintiffs and Class Members as it is well-known within the Fire Department and Leduc that the Representative Plaintiffs and Class Members are those who were interviewed for the Investigation reports.
- (d) All of the Captains of the Fire Department were present at the Captains' meeting on April 8, 2022, and they all heard Mr. Melvie's defamatory statement.

D. Leduc and Fire Department Member Negligence

116. At all material times, certain individuals who were firefighters with the Fire Department and Leduc, and who were each Leduc employees, agents, and servants (the **Negligent Individuals**), owed a duty of care to Ms. Steele, Ms. Smith, and the Class Members to ensure that they could work in a safe and healthy work environment free of gender based ^ discrimination, sexual misconduct ^, and sexual assaults.

117. The conduct that the Negligent Individuals directed toward Ms. Steele, Ms. Smith and other Class Members was repetitive, extreme, and calculated to ^ abuse Ms. Steele, Ms. Smith, and other Class Members. ^

118. The Negligent Individuals knew or ought to have known that their conduct was of a kind reasonably capable of terrifying and harming a normal person. In particular, the Fire Department, Leduc, and the Negligent Individuals knew or ought to have known that this conduct would cause physical and psychological harm to Ms. Steele, Ms. Smith, and other Class Members.

119. Leduc is vicariously liable for the conduct of the Negligent Individuals.

E. Injuries and Damage

120. As a result of the fault and negligence of the Fire Department and Leduc, its management, and the Negligent Individuals, Ms. Steele, Ms. Smith, and the Class Members have sustained serious injuries and consequences. ^

121. As a further result of the negligence of the Fire Department, Leduc, its management, and the Negligent Individuals, Ms. Steele, Ms. Smith, and the Class Members have sustained special

damages, loss, and expenses for medical and psychological treatment. Ms. Steele, Ms. Smith, and the Class Members continue to undergo medical and psychological care and treatment, and continue to incur loss and expense.

122. ^

F. Punitive Damages

123. As set out in detail in this claim, the actions of the Fire Department, Leduc, its management, and the Negligent Individuals were reprehensible and showed a callous disregard for the rights of Ms. Steele, Ms. Smith, and the Class Members.

124. The conduct of the Fire Department, Leduc, its management, and the Negligent Individuals was deliberate, lasted for many years, and represented a marked departure from ordinary standards of decent behaviour.

125. Compensatory damages are insufficient in this case. A punitive damage award is necessary to express society's condemnation of the conduct engaged in by the Fire Department, Leduc, its management, and the Negligent Individuals, and to achieve the goals of both specific and general deterrence.

126. The conduct of the Fire Department, Leduc, its management, and the Negligent Individuals merits punishment and warrants a claim for punitive damages.

V. REMEDY SOUGHT

127. The Representative Plaintiffs claim on their own behalf and on behalf of the proposed Class Members:

- (a) As against the Defendant:
 - (i) an order certifying this action as a class proceeding and appointing the Representative Plaintiffs as the representatives of the Class Members;
 - (ii) a declaration that Leduc was systemically negligent in failing to have in place management procedures that would reasonably have prevented gender-based sexual misconduct, sexual assault, and discrimination at the Fire Department and Leduc;

- (iii) a declaration that Leduc was systemically negligent in failing to have in place effective, adequate, and reasonable internal dispute resolution processes and mechanisms within the Fire Department to address complaints of gender-based sexual misconduct, sexual assault, and discrimination at the Fire Department and Leduc;
- (iv) a declaration that Leduc was systemically negligent in failing to have in place management procedures that would reasonably have prevented retaliation and reprisals for reporting gender-based sexual misconduct, sexual assault, and discrimination at the Fire Department and Leduc;
- (v) a declaration that Leduc breached the Representative Plaintiffs and Class Members section 7 and section 15 rights under the *Canadian Charter of Rights and Freedoms*, Part I of the *Constitution Act, 1982*, being Schedule B to the *Canada Act 1982 (UK)*, 1982, c. 11;
- (vi) a declaration that Mr. Melvie, an employee of Leduc, defamed the Representative Plaintiffs and Class Members;
- (vii) a declaration that the issues of discrimination, sexual misconduct, and sexual assault do not fall within the ambit of the Collective Agreement;
- (viii) in the alternative, a declaration that the Collective Agreement is of no force or effect as it infringes and denies the Representative Plaintiffs' and Class Members' section 7 and 15 rights under the *Charter*;
- (ix) an interim, interlocutory, and permanent injunction restraining Leduc and its employees from communicating defamatory statements regarding the Representative Plaintiffs and Class Members;
- (x) general damages for defamation;
- (xi) punitive and exemplary damages for defamation;
- (xii) general damages in an amount to be determined plus damages equal to the costs of administering the plan of distribution;
- (xiii) special damages in an amount to be determined ^;
- (xiv) exemplary and punitive damages;
- (xv) damages pursuant to the *Canadian Charter of Rights and Freedoms*, Part I of the *Constitution Act*, 1982, being Schedule B to the *Canada Act 1982 (UK)*, 1982, c 11, s 24(1);
- (xvi) interest;

- (xvii) costs of this action on a solicitor-and-own-client, full indemnity, basis;
and
- (xviii) such further and other relief as this Honourable Court may deem fit and appropriate.

NOTICE TO THE DEFENDANT:

You only have a short time to do something to defend yourself against this claim:

20 days if you are served in Alberta

1 month if you are served outside Alberta but in Canada

2 months if you are served outside Canada.

You can respond by filing a Statement of Defence or Demand for Notice in the office of the Clerk of the Court of Queen's Bench at Calgary, Alberta, AND serving your Statement of Defence or Demand for Notice on the Plaintiffs' address for service.

WARNING

If you do not file your Statement of Defence or Demand for Notice within your time period, you risk losing the law suit automatically. If you do not file, or do not serve, or are late in doing either of these things, a court may give a judgment to the Plaintiff against you after a notice of the application has been served on you.