

CV-17-581526

Court File No.

ONTARIO  
SUPERIOR COURT OF JUSTICE

BETWEEN:



DANIEL ROUKEMA

Plaintiff

- and -

IMMIGRATION CONSULTANTS OF CANADA REGULATORY COUNCIL

Defendant

STATEMENT OF CLAIM

TO THE DEFENDANT(S)

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The Claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the Plaintiff's lawyer or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service, in this court office, **WITHIN TWENTY DAYS** after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your Statement of Defence.

**IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU.**

**IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.**

**IF YOU PAY THE PLAINTIFF'S CLAIM** and \$1000.00 for costs, within the time for serving and filing your Statement of Defence, you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the Plaintiff's claim and \$500.00 for costs and have the costs assessed by the courts.

**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

Date: August <sup>25</sup>, 2017

Issued by:   
Local Registrar

Address of  
Court Office: 393 University Avenue  
10th Floor  
Toronto, Ontario  
M5G 1E6

**TO: Immigration Consultants of Canada Regulatory Council**  
5500 North Service Road  
Burlington, ON  
L7L 6W6

**Defendant**

**THIS ACTION IS BROUGHT AGAINST YOU UNDER THE SIMPLIFIED  
PROCEDURE PROVIDED IN RULE 76 OF THE RULES OF CIVIL PROCEDURE**

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**CLAIM**

1. THE PLAINTIFF, CLAIMS:

- a. Damages in the amount of \$71,861.54 for constructive dismissal as follows:
  - i. \$60,000.00 for pay in lieu of reasonable notice, representing 8 months;
  - ii. \$5,861.54 for lost vacation pay during the reasonable notice period; and
  - iii. \$6,000.00 for the value of employment related benefits during the reasonable notice period.
- b. Aggravated damages in the amount of \$50,000.00;
- c. Punitive damages in the amount of \$50,000.00;
- d. Damages for defamation in the amount of \$50,000.00;
- e. ~~In addition to, or in the alternative, damages in an amount to be~~ determined for the loss of compensation sustained by the Plaintiff for the violation of his human rights under the *Canadian Human Rights Act, R.S.C., 1985, c. H-6*;
- f. \$25,000.00 in human rights damages for injury to the Plaintiff's dignity, feelings and self-respect;
- g. Special damages for out-of-pocket expenses incurred by the Plaintiff as a result of his attempts to secure alternative employment, the full particulars of which will be provided prior to trial;
- h. Pre-judgment and post-judgment interest on all amounts found due and owing pursuant to the *Courts of Justice Act, R.S.O. 1990, c. C-43*, as amended;

- i. His costs of this action on a substantial indemnity basis; and
- j. Such further and other relief as counsel may advise and this Honourable Court may deem just.

### **The Parties**

2. The Plaintiff, Daniel Roukema (“**Roukema**”) is an individual residing in Burlington, Ontario. He was 45 years of age at the time of his constructive dismissal.
3. The Defendant, Immigration Consultants of Canada Regulatory Council (“**ICCRC**”) is a national regulatory body that oversees licensed immigration and citizenship consulting and international student advising professionals. ICCRC's core mandate as Canada's immigration regulatory body is to protect immigrants, some of Canada's most vulnerable populations.

### **Roukema's Employment**

4. Roukema commenced his employment with ICCRC on February 20, 2013 pursuant to a written employment contract of indefinite duration.
5. Roukema held the position of Director of Communication as well as Chief Privacy Officer.
6. As consideration for the performance of his duties, Roukema received the following remuneration:
  - (a) a base annual salary of \$90,000.00;
  - (b) a comprehensive employee benefits package which included health and dental as well as life and disability insurance premiums; and
  - (c) three weeks' paid vacation.

### **Constructive Dismissal of Employment**

7. Roukema first applied to the position of Director of Communications with ICCRC in the spring of 2012. He attended the interview and met with then-CEO, Phil Mooney ("Mooney"). Mooney indicated to him that the position and salary would pay \$110,000.00 per year. Mooney's final decision was to hire another candidate.
8. That successful candidate's employment was terminated several months later by the new President and CEO, Bob Brack ("Brack"). In December 2012, Roukema was contacted by HR Administrator Dace Stripnieks ("Stripnieks") to inform him that the position of Director of Communications had again become available, and was offered the opportunity to meet with Brack to be considered for the role.
9. During the interview for the Director of Communications position Roukema was advised by Brack that the organization did not need a "Director", and that the position was to be retitled "Manager" with a base salary of \$90,000.00.
10. Roukema accepted the position, however, he insisted that to reflect his career advancement the title of "Director" be kept, to which Brack agreed. However, Brack made no changes to the demoted position's job description except that Roukema would not be a member of the Senior Management Team ("SMT"). Roukema nevertheless, was asked by Brack to attend most of these meetings, then nicknamed "SMT and Daniel".
11. In addition to aptitude testing, it also became a condition of Roukema's employment that he pass a satisfactory criminal record check and be fingerprinted. Prior to Roukema being hired, no other prospective staff members of ICCRC were required to undergo the same scrutiny. When Roukema learned that the next employee, the organization's Accountant/Bookkeeper (a Caucasian) was not required to undergo the same hiring scrutiny, he challenged Brack about the optics of just Roukema, the organization's only black employee, having to undergo more rigorous scrutiny than others. Even though the Accountant/Booker was then required to submit fingerprinting as a result of Roukema's protest, the practise of fingerprinting has since been dropped.
12. In May of 2013, Brack informed Roukema that he was doing a "great" job and was a valuable contributor to the Senior Management Team, something he stated lacked with Roukema's predecessor. Brack mentioned that Mr. Roukema would now become a member of the Senior Management Team, though he qualified this

stating “but don’t expect to be paid any more.” As a result, Roukema's role entailed the same job description as his predecessor for which he was arguably more qualified, yet was being paid at least \$20,000.00 less per annum than she and others on the Senior Management Team.

13. In the summer of 2013, and to fill a necessary void in the organization, Brack agreed that Roukema should be the ICCRC's Chief Privacy Officer.
14. In early 2014, in addition to being underpaid for a senior management position, Roukema discovered that he was even being paid less than some others who bore the title “manager” at ICCRC, a level lower than senior management. He requested a raise from Brack, but this was denied.
15. A modest raise was only granted in 2014, after a third-party consultant conducted a salary review. As a result, Brack offered to increase his salary to just below \$100,000, but refused to disclose the results of the salary review. Despite this, Roukema obtained a salary range for the position on his own from the same consultant who conducted the study as well as two Toronto search firms. By submitting his job description and C.V., it became quickly apparent that Brack had grossly understated Roukema's wage discrepancy. The firms pegged the position and his qualifications to between \$120,000.00 and \$135,000.00 per year, the range that was in line with salaries of other senior management team members at ICCRC, but denied to Roukema.
16. When Mr. Christopher Barry (“Barry”) became interim President & CEO from January to August 2016, Roukema informed him as well of his salary concerns but was informed that it was beyond his authority as “interim” to promote anyone or give anyone raises. In fact, in addition to claiming that he lacked the authority to promote or give raises, Barry suggested that Roukema find employment elsewhere given, in his opinion, ICCRC's pending demise. Despite the claim that he lacked the authority to promote or give raises, Barry promoted Stripnieks to Manager of Operations. Her role still included Executive Assistant and HR Administrator.
17. In January 2016, Barry assumed control of ICCRC's website, which had been overseen by Roukema since 2013, and formed a substantive duty of his role. He did not consult with Roukema on this change, but instead, unilaterally hired an

acquaintance of his to rebuild the ICCRC website. The consultant was appointed in violation of ICCRC's procurement policy, and the website became an objective disaster that caused considerable frustration to staff, members of the profession, and stakeholders including government. Throughout Barry's tenure, Roukema was denied control of the website until approximately three months prior to his constructive dismissal in May 2017. Despite reassuming some control, Barry's hired acquaintance continued to maintain overall control of the website and imposed strict limits on changes, which further impaired Roukema's ability to repair the website. The state of the website also bore negatively on his reputation, and in seeking other employment, proved to jeopardize his qualifications as a Director of a regulatory body.

18. When Lawrence Barker ("**Barker**"), ICCRC's Registrar, became Acting President & CEO in October 2016, Roukema again requested to be compensated fairly and equally, at the same rate as others in senior management team. Barker's response to Roukema - and in fact on several occasions to the entire staff - was that he had no authority from the board to give raises or promotions except to make permanent positions out of some temporary roles. Disappointed with Barker's denial, Roukema sent several letters to both Barker and Stripnieks for a discussion about his role, his salary, and other matters of concern. Roukema's letters were ignored.
19. Yet on February 24, 2017, all staff received an email in which Barker proudly announced that Stripnieks had been promoted from Manager (to which she was promoted less than a year before) to Director of Operations. Roukema later learned that Barker had requested the Board approve a \$20,000.00 raise for Stripnieks.
20. In October 2016, when reviewing the final draft of the 2016 Annual Report, which was written by Roukema, Lawrence demoted Roukema by striking "Chief" from his title, indicating "we don't have Chiefs in this organization." When Roukema explained that his title had been agreed upon with the previous CEO, Brack, three years prior and had been used since, Barker replied, "yeah well...not on my watch". As a result, Roukema informed him that he would not be interested in the role of Privacy Officer, as this was a demotion.

21. In March 2017, the public relations firm, Environics Communications, was hired by ICCRC to provide objective third party input with respect to brand and reputation management given the imminent scrutiny that ICCRC would face from the Parliamentary Committee on Citizenship and Immigration that launched a study on immigration consultants in early 2017. Upon their hiring Environics, however, the Board dismissed Roukema's counsel on communications and public affairs matters, despite this having been since role since February 2013. Specifically, the Chair of the Board dismissed Roukema's advice stating in an email that instead of taking Roukema's direction, he would prefer a "professional" opinion, and had Roukema seek advice from Environics. Yet Environics' appointed Account Manager has 15 years less professional experience than Mr. Roukema and regularly sought direction from Roukema on best ways to advise the Board.
22. Roukema provided a letter to Barker on April 6, 2017, outlining his inability to remain in the role for reasons of constructive dismissal. He had further indicated that his last day of employment would be May 4, 2017. At no time did Barker, nor Stripnieks in her capacity as HR Administrator, discuss Roukema's grievances related to constructive dismissal. In fact, Stripnieks' response to Roukema's dismissal was "it is what it is", and Roukema received a letter from Barker rejecting Roukema's claim of constructive dismissal.
23. Upon resigning as Director of Communications, Roukema provided ICCRC with 4 weeks' notice, but requested to leave early by utilizing unused personal and sick days on the basis of stress. Barker approved Roukema's sick days and signed the leave request form. However, on May 18, after his departure, Roukema received an email from Stripnieks stating that ICCRC withdrew the sick days.
24. Roukema states he is entitled to be paid for the sick days that were withdrawn.

### ***Racial Jokes and Discriminatory Commentary***

25. In addition to the above, Roukema endured racial jokes from Brack, when acting as President and CEO, the effects of which persisted throughout Roukema's time at ICCRC. In the spring of 2014, Brack stated to Roukema "No. You can do ethnic barbeques – they serve fried chicken", in response to Roukema's offer to reach out to politicians and bureaucrats with whom he has strong relationships. Despite



the offensive nature of this racial joke, it became a standing joke by other members of the senior management team, including Barker. At no time had Stripnieks, the Operations Director, HR Administrator and Executive Assistant, who witnessed these acts, ever stated to Roukema that she understood the offensive nature of this commentary and would seek an immediate halt to this.

26. Barker had also felt it was necessary to inform Roukema that Barker had a friend in South Africa who was "much blacker than you." At no time had Stripnieks, the Operations Director, HR Administrator and Executive Assistant, who witnessed these acts, ever stated to Roukema that she understood the offensive nature of this commentary and would seek an immediate halt to this.
27. Discrimination at ICCRC by some members of the SMT extended to members of the board as well. Both Barker and Stripnieks mentioned that Sardara Singh Chera should not be the Chair of a Standing Committee because of his accent. Barker also called 26-year old board member Gabrielle Fortin a "bitch" for daring, at her age, to question his actions and processes taken in seeking a promotion from the Board for Stripnieks.

#### **Damages for Constructive Dismissal**

28. ICCRC was explicitly and/or implicitly contractually obligated to maintain a workplace free from harassment, prevent the creation of a poisoned work environment and to conduct a timely and unbiased investigation into any complaints of harassment in the workplace.
29. ICCRC was made aware of Brack's and Barker's conduct and its impact on Roukema, however, it failed to take any remedial action to prevent the abuse or harassment from reoccurring. As a result, he unnecessarily suffered ongoing abuse that culminated in his constructive dismissal resignation.
30. Rather than remediate the situation or make the requisite inquiries with Roukema, ICCRC turned a blind eye.
31. ICCRC's actions and omissions in all the circumstances constituted a constructive dismissal of his employment. As a result of the conduct of ICCRC, as described above, it became impossible for Roukema to continue his

employment and he had no choice but to treat his employment as being terminated.

32. In addition to or in the alternative, Roukema was constructively dismissed when he was demoted from his position.

***Reasonable Notice***

33. The Plaintiff states that it was an implied term of his employment that, in the absence of just cause for termination, ICCRC would provide him with reasonable notice of his dismissal or payment in lieu of such notice.

34. ICCRC's conduct in constructively dismissing him constituted a breach of his employment contract and entitles him to damages based upon the appropriate period of reasonable notice.

35. In particular, Roukema is entitled to a period of reasonable notice equivalent to 8 months, based on the following factors and circumstances:

(a) He was 45 years of age at the time of his constructive dismissal;

(b) His 4 years of service with the Defendant;

(c) He held a senior management position;

(d) The lack of a comparable alternative positions, having particular regard to the Plaintiff's responsibilities and the limited opportunities for comparable employment; and

(e) Other factors which will be particularized prior to trial.

36. Roukema states that he is entitled to damages for his economic losses as a consequence of ICCRC's failure to provide payment in lieu of reasonable notice of termination, having regard to what he would have been entitled to receive during the 8 month period of time following his constructive dismissal. Specifically, the Plaintiff is entitled to:

(a) His entire remuneration package, as particularized at paragraph 6 above; and

- (b) Other benefits of economic value, a complete list of which will be particularized prior to trial.

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***Employment Standards Act, 2000 Entitlements***

37. The Plaintiff was constructively dismissed from his employment pursuant to section 56(1)(b) of the Employment Standards Act, 2000 (the “ESA”). Accordingly, the Plaintiff claims entitlement to the payment of vacation pay, termination pay and severance pay in accordance with the ESA.

***Punitive and Exemplary Damages***

38. The Defendant’s conduct toward the Plaintiff as described above ought to be censured as a message that such conduct will not be tolerated by this Honourable Court.
39. Based on the foregoing, he claims a payment of general damages as set out above in recognition of same.

***Special Damages***

40. As a consequence of the wrongful termination of his employment, Roukema is entitled to special damages for out-of-pocket expenses incurred in attempting to mitigate his losses and obtain alternate, comparable employment including, but not limited to, travel, long distance charges, and re-employment counselling. The full particulars of these expenses will be provided prior to trial.

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***Defamation***

41. In February 2017, the discriminatory treatment at ICCRC became unbearable. Specifically, it was brought to Roukema’s attention that at the February Board of Director’s meeting in Burlington, a Board Member, Latifa El-Ghandouri (“El-Ghandouri”), current Vice-Chair of the Board of Directors of the ICCRC, was soliciting support to have Roukema sanctioned for allegedly assaulting a member of the profession, Mr. Muhammad Watto (“Watto”).
42. Despite video evidence clearly indicating no assault occurred whatsoever, it was alleged that at the ICCRC Annual General Meeting in November 2016, Roukema had assaulted Watto, who rose to speak to a matter on the agenda. As an

organizer of the meeting, Roukema was responsible for a timely conclusion of the event and stood by the floor microphone asking all members who lined up to keep their points short in respect of the delay. When Roukema asked Watto, in the same manner as previous members were asked, to keep his points short as the meeting was behind schedule, Watto stared at Roukema asking "Are you the Chair? You are not the Chair." He then proceeded on the microphone to accuse Roukema of controlling his comments. Roukema took the microphone from the stand to explain that he had simply told Watto what he had advised others. No assault, nor anything similar to an assault, ever occurred. It was clear that Roukema was fulfilling his professional duties and it was clear that El-Ghandouri was merely accusing Roukema of such behaviour in an attempt to destroy his personal and professional reputation. Further, in early 2017, El-Ghandouri stated to one of her peers that she just simply did not like Roukema.

43. As a result of El-Ghandouri's campaign against Mr. Roukema, in March 2017, a Board Member named Ryan Dean ("**Dean**"), who has since left the Board, testified before the Parliamentary Committee on Citizenship and Immigration that a member of the ICCRC senior management team had assaulted a member of the profession at the Annual General Meeting. Clearly referring to Roukema, at no time, whether at the event where Roukema, the Chair of the Board Christopher Daw, and Vice-Chair of the Board El-Ghandouri were present - or thereafter - did they or any member of the board speak to Roukema about Dean's false and defamatory comments. They failed to refute his egregious and vexatious statements - testimony that is now entered into the historical data of Canada's parliamentary archives.
44. Following ICCRC's first appearance before the Parliamentary Committee on Citizenship and Immigration, Roukema expressed his concern regarding El-Ghandouri to both Barker and Stripnieks, stating that he found her actions to have Roukema sanctioned to be threatening and harassing. It is policy at ICCRC that anyone who feels harassed should inform Human Resources (Stripnieks) with their grievance, following which an investigation would be conducted. Rather than initiating this process, Stripnieks responded by asking Roukema "Can you prove it?" No support was provided to Roukema with respect to El Ghandouri's defamatory statements. Only a request for proof was made.

45. El-Ghandouri and Dean have promulgated slanderous and defamatory statements about Roukema, some of which are detailed herein, El-Ghandouri's and Dean's statements were calculated to and had the effect of discrediting Roukema in relation to his work and his profession, negatively impacting his reputation, and jeopardizing his employment with ICCRC.
46. The full particulars of El-Ghandouri's and Dean's unlawful, slanderous, and defamatory activity are within the knowledge and control of El-Ghandouri and Dean, and are contrary to their fiduciary obligations as members of the Board of ICCRC.
47. Based on the foregoing, Roukema claims damages for defamation as set out above.

#### **Breach of the Canadian Human Rights Act**

48. Roukema pleads that ICCRC breached its obligations pursuant to the *Canadian Human Rights Act*, R.S.C., 1985, c. H-6 (the "Act").
49. Roukema was discriminated against on the basis of race and in violation of the Act.
50. Roukema pleads that his race and his complaint to human resources gave ICCRC obligations to investigate pursuant to the Act, which ICCRC did not.
51. Based on the foregoing, Roukema claims damages as set out above for injury to his dignity, feelings and self-respect.

#### **Mitigation**

52. Roukema has attempted to obtain alternative and comparable employment where he can fully utilize his expertise and earn an income equivalent to that which he earned with ICCRC but, to date, his efforts have been unsuccessful.

#### **Costs**

53. For the above reasons, Roukema pleads that this action be granted with costs payable on a substantial indemnity basis.

**Simplified Rules**

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54. Roukema abandons all amounts over \$100,000.00, exclusive of interest and costs, in order for this action to be maintained under Rule 76 of the *Rules of Civil Procedure*.
55. Roukema proposes that this action be tried in the City of Toronto.

Date of Issue: August <sup>25</sup>, 2017

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**Lawyers for the Plaintiff**

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**DANIEL ROUKEMA**  
Plaintiff

-and-

**IMMIGRATION CONSULTANTS OF CANADA  
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**ONTARIO  
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**STATEMENT OF CLAIM**

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