

CANADA  
Province of Quebec  
District of Longueuil

S U P E R I O R C O U R T  
( C l a s s a c t i o n s )

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N° 505-06-000023-205

STÉPHANIE BERNIER

and

PIERRE-ANDRÉ FOURNIER

Plaintiffs

v.

COLLÈGE CHARLES-LEMOYNE DE  
LONGUEUIL INC. ET AL

Defendants

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DEFENSE OF UNITED TALMUD TORAH OF MONTRÉAL INC.

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1. United Talmud Torah of Montréal Inc., (hereinafter the "**School**"), is a private school in Montreal and a non-profit organization within the definition of the *Act Respecting Private Education* (R.S.Q., c. E-9.1).
2. The School refers to the affidavit signed by Michelle Toledano and dated January 11, 2021 (the "**Affidavit**"), as well as to the summary defense dated May 2, 2022, both already filed into the Court record.

**A. THE CONTEXT**

3. As appears from the educational services contract (for primary and high school levels) for the school year 2019-2020 (the "**Contract**"), which is signed by parents for each student attending the School, the School undertakes to provide its students with educational services at the primary and high school levels, in

accordance with the education program set by the *Ministère de l'Éducation du Québec* (the "**MEQ**") for the school year in question.

4. Moreover, as appears from the Contract, the School offers its students Jewish studies, which form part of the academic curriculum offered by the School for the year.
5. The curriculum for the Jewish studies segment is not regulated by the MEQ and is left up to the entire discretion of the School, to be determined by the School for each grade for the upcoming school year.
6. As appears from the Contract, the fees to be paid by the parents to the School for the upcoming school year are essentially divided as follows :
  - (i) Tuition fees;
  - (ii) Fees for Jewish studies;
  - (iii) Miscellaneous fees, for example for home and school and various school funds (technology, security, building);
  - (iv) Optional fees, such as daily hot lunch, after school supervision, lunch/after school activities and bus transportation.
7. In the context of providing the students with the curriculum imposed by the MEQ for the upcoming school year for their respective grades, the School offers a program which is fluid, flexible and adaptive, and involves a mix of in person teaching, homework, various creative learning projects (to be done in groups or individually) and interactive technological learning tools and activities.
8. The program offered by the School is not "set in stone" for any given day, but fluid and flexible to adapt to the students (individually and/or as a group) or unforeseen events, and to make sure the curriculum required by the MEQ is properly deployed and reviewed by the students over the school year.

9. Throughout the school year, the teachers periodically evaluate the students in different ways, to make sure that by the end of the school year, they have reviewed the curriculum required by the MEQ and are qualified to graduate to the next grade, in accordance with the standards set by the MEQ.

**B. THE COVID-19 PANDEMIC**

10. On March 13, 2020, in response to the COVID-19 pandemic and by order in council 177-2020, the Government of Quebec issued an immediate closure order for all schools in Québec.
11. The School (as all other schools in Quebec) was therefore not allowed to receive its students "in person".
12. In effect, the closure order issued by the Government of Quebec lasted until the end of the school year.
13. The School immediately undertook the necessary steps to implement online schooling for all of its students.
14. To do so required the staff to quickly reorganize its typical methodology to make sure that the students had access to the necessary school materials online and were able to attend interactive daily online classes.
15. A daily schedule was elaborated for each grade and communicated to the students and parents.
16. An online platform via which the students had access to the necessary school materials for their online classes and communicate with the teachers was set up and refreshed daily or sometimes multiple times a day.
17. The School management would regularly discuss with the teachers to make sure the students were actively participating to the online classes, that their progression was adequately monitored and that they received all the necessary academic curriculum in the circumstances.

18. In its communications with the schools after the March 13, 2020 order in council, the MEQ advised as follows:
  - (i) Encouraging schools to transition to online schooling;
  - (ii) The schools were asked to review their respective academic curriculums to make sure that (i) the topics already taught earlier in the year were reinforced with the students; and (ii) they focused on the essential subject matters, namely (as specifically identified by the MEQ) languages, mathematics, history and science;
  - (iii) The government exams were cancelled for the current school year;
  - (iv) The decision to have a child graduate to the next grade would be based upon the professional judgment of the teachers;
  - (v) The end of year report card would reflect pass or fail grades for the different subject matters;
  - (vi) The school year would not be extended beyond June 2020.
19. Within the MEQ guidelines mentioned above, the School set up daily classes via an online video platform for its students.
20. The online platform permitted the teachers to interact with the students regularly and make sure they had, in these exceptional circumstances, all the necessary materials and support.
21. The online platform also permitted the students to interact with each other and with their teachers during class, and during recess. For example, the School implemented the following activities :
  - (i) Minyan / prayer in the morning;
  - (ii) After school Torah sessions (for students and parents);

- (iii) Punctual check-ins with the students by the student services department (well-being and mental health oriented);
  - (iv) Punctual check-ins with the students by the resources department (academically oriented);
  - (v) Lunch time workouts (high school);
  - (vi) Virtual club meetings (high school);
  - (vii) Other activities such as daily trivia quiz after school and weekly cooking classes (high school);
  - (viii) Daily storytime (primary school);
  - (ix) Small group lunches (primary school).
22. From March to June 2020 (the "**Covid Period**"), the School was therefore able to provide the students with the required curriculum, in accordance with the guidelines issued by the MEQ, as well as to provide the students, on a weekly basis, with Jewish studies.
23. All the students in the School successfully completed their academic year, in accordance with the standards set by the MEQ.
24. Throughout the Covid Period, the School would regularly communicate with parents via newsletters or other means, informing and updating them as to the measures put in place regarding the curriculum and online schooling.
25. The School did reimburse or credit the parents a total amount of \$65,000 for the unused portion of the optional fees (bus transportation and lunch/after school activities) for the school year 2019-2020.
26. The parents accepted the services offered by the School during the Covid Period.
27. As indicated above, in the midst of the Covid Period, the parents were informed of the measures taken by the School to pivot to online learning.

28. If the parents were not satisfied with the services proposed by the School for the Covid Period, they could have terminated the Contract with the School.
29. However, not only did all the students of the School fully benefit from the services offered during the Covid Period, but the parents paid the school all the required fees (less those credited as indicated above), including parents that have continued paying them in installments for the months of April, May and June 2020.
30. The parents cannot, on the one hand, have paid for and benefited from all the services offered by the School during the Covid Period, and now, post facto, claim a reimbursement on the basis that said services were never compliant with the Contract.
31. The parents knew, in real time, what the circumstances were and the nature of the services offered and accepted them (and paid for them) "*en toute connaissance de cause*". They no longer have a claim against the School.

**C. FINANCIAL AID**

32. For the 2019-2020 school year, 199 students of the School benefited from a subsidy or financial aid from the School or a community program in average of \$5,253 per student, which *inter alia* exceeds the claim put forth by the Plaintiffs.
33. That said and if this Court deems that parents of the School have a viable claim against the School for the Covid Period (which is categorically denied), then the parents who have received financial aid must be removed from such a group.

**FOR THESE REASONS, MAY IT PLEASE THIS COURT TO :**

**DISMISS** the application filed by the Plaintiffs;

**GRANT** the present defense;

**THE WHOLE** with costs.

Montréal, September 30, 2022

*Stikeman Elliott S.E.N.C.R.L., s.r.l.*

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Attorneys for United Talmud Torah of Montréal Inc.

**SUPERIOR COURT  
(Class Actions)**

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**N° 505-06-000023-205**

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**CANADA  
PROVINCE OF QUÉBEC  
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**Plaintiffs**

-v.-

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**Defendants**

BS0350

Notre dossier : 148140-1001

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**DEFENSE OF  
UNITED TALMUD TORAH OF MONTRÉAL INC.**

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**DEFENSE OF SOLOMON SCHECHTER ACADEMY**

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1. Solomon Schechter Academy (hereinafter the "**School**") is a private school in Montreal and a non-profit organization within the definition of the *Act Respecting Private Education* (R.S.Q., c. E-9.1).
2. The School refers to the affidavit signed by Steven Erdelyi and dated January 11, 2021 (the "**Affidavit**"), as well as to the summary defense dated May 2, 2022, both already filed into the Court record.

**A. THE CONTEXT**

3. As appears from the educational services contract (for primary level) for the school year 2019-2020 (the "**Contract**"), which is signed by parents for each student attending the School, the School undertakes to provide its students with educational services at the primary level, in accordance with the education program set by the *Ministère de l'Éducation du Québec* (the "**MEQ**") for the school year in question.

4. Moreover, as appears from the Contract, the School offers its students Jewish studies, which form part of the academic curriculum offered by the School for the year.
5. The curriculum for the Jewish studies segment is not regulated by the MEQ and is left up to the entire discretion of the School, to be determined by the School for each grade for the upcoming school year.
6. As appears from the Contract, the fees to be paid by the parents to the School for the upcoming school year are essentially divided as follows :
  - (i) Tuition fees;
  - (ii) Fees for Jewish studies;
  - (iii) Miscellaneous fees, for example for registration, home and school, school supplies, class photos and graduation fund;
  - (iv) Optional fees, such as extended day, hot lunch, Challah program and other home and school programs (such as birthday cupcakes, cool treats).
7. In the context of providing the students with the curriculum imposed by the MEQ for the upcoming school year for their respective grades, the School offers a program which is fluid, flexible and adaptive, and involves a mix of in person teaching, homework, various creative learning projects (to be done in groups or individually) and interactive technological learning tools and activities.
8. The program offered by the School is not "set in stone" for any given day, but fluid and flexible to adapt to the students (individually and/or as a group) or unforeseen events, and to make sure the curriculum required by the MEQ is properly deployed and reviewed by the students over the school year.
9. Throughout the school year, the teachers periodically evaluate the students in different ways, to make sure that by the end of the school year, they have

reviewed the curriculum required by the MEQ and are qualified to graduate to the next grade, in accordance with the standards set by the MEQ.

**B. THE COVID-19 PANDEMIC**

10. On March 13, 2020, in response to the COVID-19 pandemic and by order in council 177-2020, the Government of Quebec issued an immediate closure order for all schools in Québec.
11. The School (as all other schools in Quebec) was therefore not allowed to receive its students "in person".
12. In effect, the closure order issued by the Government of Quebec lasted until the end of the school year.
13. The School immediately undertook the necessary steps to implement online schooling for all of its students.
14. To do so required the staff to quickly reorganize its typical methodology to make sure that the students had access to the necessary school materials online and were able to attend interactive daily online classes.
15. A daily schedule was elaborated for each grade and communicated to the students and parents.
16. An online platform via which the students had access to the necessary school materials for their online classes and communicate with the teachers was set up and refreshed daily or sometimes multiple times a day.
17. The School management would regularly discuss with the teachers to make sure the students were actively participating to the online classes, that their progression was adequately monitored and that they received all the necessary academic curriculum in the circumstances.

18. In its communications with the schools after the March 13, 2020 order in council, the MEQ advised as follows:
  - (i) Encouraging schools to transition to online schooling;
  - (ii) The schools were asked to review their respective academic curriculums to make sure that (i) the topics already taught earlier in the year were reinforced with the students; and (ii) they focused on the essential subject matters, namely (as specifically identified by the MEQ) languages, mathematics, history and science;
  - (iii) The government exams were cancelled for the current school year;
  - (iv) The decision to have a child graduate to the next grade would be based upon the professional judgment of the teachers;
  - (v) The end of year report card would reflect pass or fail grades for the different subject matters;
  - (vi) The school year would not be extended beyond June 2020.
19. Within the MEQ guidelines mentioned above, the School set up daily classes via an online video platform for its students.
20. The online platform permitted the teachers to interact with the students regularly and make sure they had, in these exceptional circumstances, all the necessary materials and support.
21. The online platform also permitted the students to interact with each other and with their teachers during class, and during recess. For example, the School implemented the following activities :
  - (i) Daily recess for discussions and games;
  - (ii) Daily support available to students with the teaching assistants;
  - (iii) Offering of additional assistance if required; and

- (iv) Punctual check-ins by the school social workers and psychologists.
22. From March to June 2020 (the "**Covid Period**"), the School was therefore able to provide the students with the required curriculum, in accordance with the guidelines issued by the MEQ, as well as to provide the students, on a weekly basis, with Jewish studies.
  23. All the students in the School successfully completed their academic year, in accordance with the standards set by the MEQ.
  24. Throughout the Covid Period, the School would regularly communicate with parents via newsletters or other means, informing and updating them as to the measures put in place regarding the curriculum and online schooling.
  25. The School did reimburse the parents a total amount of \$38,705 for the unused portion of the optional fees (mentioned above, except for lunches who were reimbursed directly by the service provider) for the school year 2019-2020.
  26. The parents accepted the services offered by the School during the Covid Period.
  27. As indicated above, in the midst of the Covid Period, the parents were informed of the measures taken by the School to pivot to online learning.
  28. If the parents were not satisfied with the services proposed by the School for the Covid Period, they could have terminated the Contract with the School.
  29. However, not only did all the students of the School fully benefit from the services offered during the Covid Period, but the parents paid the school all the required fees (less those credited as indicated above), including parents that have continued paying them in installments for the months of April, May and June 2020.
  30. The parents cannot, on the one hand, have paid for and benefited from all the services offered by the School during the Covid Period, and now, post facto,

claim a reimbursement on the basis that said services were never compliant with the Contract.

31. The parents knew, in real time, what the circumstances were and the nature of the services offered and accepted them (and paid for them) "*en toute connaissance de cause*". They no longer have a claim against the School.

**C. FINANCIAL AID**

32. For the 2019-2020 school year, 174 students of the School benefited from a subsidy or financial aid from the School or a community program in average of \$2,982 per student, which *inter alia* exceeds the claim put forth by the Plaintiffs.
33. That said and if this Court deems that parents of the School have a viable claim against the School for the Covid Period (which is categorically denied), then the parents who have received financial aid must be removed from such a group.

**FOR THESE REASONS, MAY IT PLEASE THIS COURT TO :**

**DISMISS** the application filed by the Plaintiffs;

**GRANT** the present defense;

**THE WHOLE** with costs.

Montréal, September 30, 2022

*Stikeman Elliott S.E.N.C.R.L., s.r.l.*

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Attorneys for Solomon Schechter Academy

**SUPERIOR COURT  
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BS0350

Notre dossier : 148140-1001

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**DEFENSE OF  
SOLOMON SCHECHTER ACADEMY**

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LONGUEUIL INC. ET AL

Defendants

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DEFENSE OF MAÏMONIDE SCHOOL

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1. Maïmonide School, (hereinafter the "**School**"), is a private school in Montreal and a non-profit organization within the definition of the *Act Respecting Private Education* (R.S.Q., c. E-9.1).
2. The School refers to the affidavit signed by Laurence Fhima and dated January 11, 2021 (the "**Affidavit**"), as well as to the summary defense dated May 2, 2022, both already filed into the Court record.

**A. THE CONTEXT**

3. As appears from the educational services contract (for primary and high school levels) for the school year 2019-2020 (the "**Contract**"), which is signed by parents for each student attending the School, the School undertakes to provide its students with educational services at the primary and high school levels, in

accordance with the education program set by the *Ministère de l'Éducation du Québec* (the "**MEQ**") for the school year in question.

4. Moreover, as appears from the Contract, the School offers its students Jewish studies, which form part of the academic curriculum offered by the School for the year.
5. The curriculum for the Jewish studies segment is not regulated by the MEQ and is left up to the entire discretion of the School, to be determined by the School for each grade for the upcoming school year.
6. As appears from the Contract, the fees to be paid by the parents to the School for the upcoming school year are essentially divided as follows :
  - (i) Tuition fees;
  - (ii) Fees for Jewish studies;
  - (iii) Miscellaneous fees, for example for registration, various school funds (technology, security, building) and contribution to the parent association;
  - (iv) Optional fees, such as daily hot lunch, after school supervision and for lunch/after school activities.
7. In the context of providing the students with the curriculum imposed by the MEQ for the upcoming school year for their respective grades, the School offers a program which is fluid, flexible and adaptive, and involves a mix of in person teaching, homework, various creative learning projects (to be done in groups or individually) and interactive technological learning tools and activities.
8. The program offered by the School is not "set in stone" for any given day, but fluid and flexible to adapt to the students (individually and/or as a group) or unforeseen events, and to make sure the curriculum required by the MEQ is properly deployed and reviewed by the students over the school year.

9. Throughout the school year, the teachers periodically evaluate the students in different ways, to make sure that by the end of the school year, they have reviewed the curriculum required by the MEQ and are qualified to graduate to the next grade, in accordance with the standards set by the MEQ.

**B. THE COVID-19 PANDEMIC**

10. On March 13, 2020, in response to the COVID-19 pandemic and by order in council 177-2020, the Government of Quebec issued an immediate closure order for all schools in Québec.
11. The School (as all other schools in Quebec) was therefore not allowed to receive its students "in person".
12. In effect, the closure order issued by the Government of Quebec lasted until the end of the school year.
13. The School immediately undertook the necessary steps to implement online schooling for all of its students.
14. To do so required the staff to quickly reorganize its typical methodology to make sure that the students had access to the necessary school materials online and were able to attend interactive daily online classes.
15. A daily schedule was elaborated for each grade and communicated to the students and parents.
16. An online platform via which the students had access to the necessary school materials for their online classes and communicate with the teachers was set up and refreshed daily or sometimes multiple times a day.
17. The School management would regularly discuss with the teachers to make sure the students were actively participating to the online classes, that their progression was adequately monitored and that they received all the necessary academic curriculum in the circumstances.

18. In its communications with the schools after the March 13, 2020 order in council, the MEQ advised as follows:
  - (i) Encouraging schools to transition to online schooling;
  - (ii) The schools were asked to review their respective academic curriculums to make sure that (i) the topics already taught earlier in the year were reinforced with the students; and (ii) they focused on the essential subject matters, namely (as specifically identified by the MEQ) languages, mathematics, history and science;
  - (iii) The government exams were cancelled for the current school year;
  - (iv) The decision to have a child graduate to the next grade would be based upon the professional judgment of the teachers;
  - (v) The end of year report card would reflect pass or fail grades for the different subject matters;
  - (vi) The school year would not be extended beyond June 2020.
19. Within the MEQ guidelines mentioned above, the School set up daily classes via an online video platform for its students.
20. The online platform permitted the teachers to interact with the students regularly and make sure they had, in these exceptional circumstances, all the necessary materials and support.
21. The online platform also permitted the students to interact with each other and with their teachers during class, and during recess. For example, the School implemented the following activities:
  - (i) Online recess in the morning and in the afternoon for discussions and games (on google meet);
  - (ii) Musical and social events; and

- (iii) Other activities such as trivia games and religious activities.
22. From March to June 2020 (the "**Covid Period**"), the School was therefore able to provide the students with the required curriculum, in accordance with the guidelines issued by the MEQ, as well as to provide the students, on a weekly basis, with Jewish studies.
  23. All the students in the School successfully completed their academic year, in accordance with the standards set by the MEQ.
  24. Throughout the Covid Period, the School would regularly communicate with parents via newsletters or other means, informing and updating them as to the measures put in place regarding the curriculum and online schooling.
  25. The School did reimburse the parents a total amount of \$20,000 for the unused portion of the optional fees (mentioned above) for the school year 2019-2020.
  26. The parents accepted the services offered by the School during the Covid Period
  27. As indicated above, in the midst of the Covid Period, the parents were informed of the measures taken by the School to pivot to online learning.
  28. If the parents were not satisfied with the services proposed by the School for the Covid Period, they could have terminated the Contract with the School.
  29. However, not only did all the students of the School fully benefit from the services offered during the Covid Period, but the parents paid the school all the required fees (less those credited as indicated above), including parents that have continued paying them in installments for the months of April, May and June 2020.
  30. The parents cannot, on the one hand, have paid for and benefited from all the services offered by the School during the Covid Period, and now, post facto, claim a reimbursement on the basis that said services were never compliant with the Contract.

31. The parents knew, in real time, what the circumstances were and the nature of the services offered and accepted them (and paid for them) "*en toute connaissance de cause*". They no longer have a claim against the School.

**C. FINANCIAL AID**

32. For the 2019-2020 school year, 342 students of the School benefited from a subsidy or financial aid from the School or a community program in average of \$3,717 per student, which *inter alia* exceeds the claim put forth by the Plaintiffs.

33. That said and if this Court deems that parents of the School have a viable claim against the School for the Covid Period (which is categorically denied), then the parents who have received financial aid must be removed from such a group.

**FOR THESE REASONS, MAY IT PLEASE THIS COURT TO :**

**DISMISS** the application filed by the Plaintiffs;

**GRANT** the present defense;

**THE WHOLE** with costs.

Montréal, September 30, 2022

*Stikeman Elliott S.E.N.C.R.L., s.r.l.*

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Attorneys for Maïmonide School

**SUPERIOR COURT  
(Class Actions)**

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**DEFENSE OF  
MAÏMONIDE SCHOOL**

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DEFENSE OF JPPS BIALIK

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1. JPPS Bialik school, (hereinafter the "**School**"), is a private school in Montreal and a non-profit organization within the definition of the *Act Respecting Private Education* (R.S.Q., c. E-9.1).
2. The School refers to the affidavits signed by Avi Satov and Marnie Stein both dated January 11, 2021 (the "**Affidavits**"), as well as to the summary defense dated May 2, 2022, both already filed into the Court record.

**A. THE CONTEXT**

3. As appears from the educational services contract (for primary and high school levels) for the school year 2019-2020 (the "**Contract**"), which is signed by parents for each student attending the School, the School undertakes to provide its students with educational services at the primary and high school levels, in

accordance with the education program set by the *Ministère de l'Éducation du Québec* (the "**MEQ**") for the school year in question.

4. Moreover, as appears from the Contract, the School offers its students Jewish studies, which form part of the academic curriculum offered by the School for the year.
5. The curriculum for the Jewish studies segment is not regulated by the MEQ and is left up to the entire discretion of the School, to be determined by the School for each grade for the upcoming school year.
6. As appears from the Contract, the fees to be paid by the parents to the School for the upcoming school year are essentially divided as follows :
  - (i) Tuition fees;
  - (ii) Fees for Jewish studies;
  - (iii) Miscellaneous fees, for example registration, parent association, building fund and class photos;
  - (iv) Optional fees, such as daily hot lunch, after school supervision, lunch/after school activities, the hockey program (high school) Challah program, play tickets and bus transportation.
7. In the context of providing the students with the curriculum imposed by the MEQ for the upcoming school year for their respective grades, the School offers a program which is fluid, flexible and adaptive, and involves a mix of in person teaching, homework, various creative learning projects (to be done in groups or individually) and interactive technological learning tools and activities.
8. The program offered by the School is not "set in stone" for any given day, but fluid and flexible to adapt to the students (individually and/or as a group) or unforeseen events, and to make sure the curriculum required by the MEQ is properly deployed and reviewed by the students over the school year.

9. Throughout the school year, the teachers periodically evaluate the students in different ways, to make sure that by the end of the school year, they have reviewed the curriculum required by the MEQ and are qualified to graduate to the next grade, in accordance with the standards set by the MEQ.

**B. THE COVID-19 PANDEMIC**

10. On March 13, 2020, in response to the COVID-19 pandemic and by order in council 177-2020, the Government of Quebec issued an immediate closure order for all schools in Québec.
11. The School (as all other schools in Quebec) was therefore not allowed to receive its students "in person".
12. In effect, the closure order issued by the Government of Quebec lasted until the end of the school year.
13. The School immediately undertook the necessary steps to implement online schooling for all of its students.
14. To do so required the staff to quickly reorganize its typical methodology to make sure that the students had access to the necessary school materials online and were able to attend interactive daily online classes.
15. A daily schedule was elaborated for each grade, as a result of efforts of management, teachers and staff working together, and communicated to the students and parents.
16. An online platform via which the students had access to the necessary school materials for their online classes and communicate with the teachers was set up and refreshed daily or sometimes multiple times a day.
17. The School management would regularly discuss with the teachers to make sure the students were actively participating to the online classes, that their

progression was adequately monitored and that they received all the necessary academic curriculum in the circumstances.

18. In its communications with the schools after the March 13, 2020 order in council, the MEQ advised as follows:
  - (i) Encouraging schools to transition to online schooling;
  - (ii) The schools were asked to review their respective academic curriculums to make sure that (i) the topics already taught earlier in the year were reinforced with the students; and (ii) they focused on the essential subject matters, namely (as specifically identified by the MEQ) languages, mathematics, history and science;
  - (iii) The government exams were cancelled for the current school year;
  - (iv) The decision to have a child graduate to the next grade would be based upon the professional judgment of the teachers;
  - (v) The end of year report card would reflect pass or fail grades for the different subject matters;
  - (vi) The school year would not be extended beyond June 2020.
19. Within the MEQ guidelines mentioned above, the School set up daily classes via an online video platform for its students.
20. The online platform permitted the teachers to interact with the students regularly and make sure they had, in these exceptional circumstances, all the necessary materials and support.
21. The online platform also permitted the students to interact with each other and with their teachers during class, and during recess. For example, the School implemented the following activities :

In primary school:

- (i) Facebook events "*Magical Musical Moments with Marnie*" (storytelling and singing);
- (ii) Weekly storytime with the librarian;
- (iii) Weekly workout and dance classes;
- (iv) Weekly music classes;
- (v) Other activities such as trivia games, yoga classes, online baking activities, online dance party, various challenges, coding program activities, virtual field trips and community events online;

In high school :

- (i) After school workouts;
- (ii) Lunch time committees and clubs;
- (iii) Lunch time math sessions;
- (iv) Regular group activities with the student services teams;
- (v) Regular arts program meeting (theatre and dance);
- (vi) Grade wide assemblies;
- (vii) Individual and groups academic support from teachers;
- (viii) School assemblies specific to holidays; and
- (ix) Guest speakers online.

22. From March to June 2020 (the "**Covid Period**"), the School was therefore able to provide the students with the required curriculum, in accordance with the guidelines issued by the MEQ, as well as to provide the students, on a weekly basis, with Jewish studies.

23. All the students in the School successfully completed their academic year, in accordance with the standards set by the MEQ.
24. Throughout the Covid Period, the School would regularly communicate with parents via newsletters or other means, informing and updating them as to the measures put in place regarding the curriculum and online schooling.
25. The School did reimburse the parents a total amount of \$36,000 for the unused portion of the optional fees (mentioned above) for the school year 2019-2020.
26. The parents accepted the services offered by the School during the Covid Period.
27. As indicated above, in the midst of the Covid Period, the parents were informed of the measures taken by the School to pivot to online learning.
28. If the parents were not satisfied with the services proposed by the School for the Covid Period, they could have terminated the Contract with the School.
29. However, not only did all the students of the School fully benefit from the services offered during the Covid Period, but the parents paid the school all the required fees (less those credited as indicated above), including parents that have continued paying them in installments for the months of April, May and June 2020.
30. The parents cannot, on the one hand, have paid for and benefited from all the services offered by the School during the Covid Period, and now, post facto, claim a reimbursement on the basis that said services were never compliant with the Contract.
31. The parents knew, in real time, what the circumstances were and the nature of the services offered and accepted them (and paid for them) "*en toute connaissance de cause*". They no longer have a claim against the School.

**C. FINANCIAL AID**

32. For the 2019-2020 school year, 95 students of the School benefited from a subsidy or financial aid from the School or a community program in average of \$8,825 per student, which *inter alia* exceeds the claim put forth by the Plaintiffs.
33. That said and if this Court deems that parents of the School have a viable claim against the School for the Covid Period (which is categorically denied), then the parents who have received financial aid must be removed from such a group.

**FOR THESE REASONS, MAY IT PLEASE THIS COURT TO :**

**DISMISS** the application filed by the Plaintiffs;

**GRANT** the present defense;

**THE WHOLE** with costs.

Montréal, September 30, 2022

*Stikeman Elliott S.E.N.C.R.L., s.r.l.*

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**SUPERIOR COURT  
(Class Actions)**

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**N° 505-06-000023-205**

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**CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF LONGUEUIL**

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**STÉPHANIE BERNARD and  
PIERRE-ANDRÉ FOURNIER**

**Plaintiffs**

-v.-

**COLLÈGE CHARLES-LEMOYNE DE  
LONGUEUIL INC. ET AL**

**Defendants**

BS0350

Notre dossier : 148140-1001

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**DEFENSE OF  
JPPS BIALIK**

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CANADA  
Province of Quebec  
District of Longueuil

S U P E R I O R C O U R T  
( C l a s s a c t i o n s )

---

N° 505-06-000023-205

STÉPHANIE BERNIER

and

PIERRE-ANDRÉ FOURNIER

Plaintiffs

v.

COLLÈGE CHARLES-LEMOYNE DE  
LONGUEUIL INC. ET AL

Defendants

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DEFENSE OF HEBREW FOUNDATION SCHOOL

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1. The Hebrew Foundation School, (hereinafter the "**School**"), is a private school in Montreal and a non-profit organization within the definition of the *Act Respecting Private Education* (R.S.Q., c. E-9.1).
2. The School refers to the affidavit signed by Boris Gorbatyuk and dated January 11, 2021 (the "**Affidavit**"), as well as to the summary defense dated May 2, 2022, both already filed into the Court record.

**A. THE CONTEXT**

3. As appears from the educational services contract (for primary level) for the school year 2019-2020 (the "**Contract**"), which is signed by parents for each student attending the School, the School undertakes to provide its students with educational services at the primary level, in accordance with the education

program set by the *Ministère de l'Éducation du Québec* (the "**MEQ**") for the school year in question.

4. Moreover, as appears from the Contract, the School offers its students Jewish studies, which form part of the academic curriculum offered by the School for the year.
5. The curriculum for the Jewish studies segment is not regulated by the MEQ and is left up to the entire discretion of the School, to be determined by the School for each grade for the upcoming school year.
6. As appears from the Contract, the fees to be paid by the parents to the School for the upcoming school year are essentially divided as follows :
  - (i) Tuition fees;
  - (ii) Fees for Jewish studies;
  - (iii) Miscellaneous fees, for example registration, parent association, school supplies and various school funds (technology, security, fundraising);
  - (iv) Optional fees, such as extended day program and lunch/after school activities.
7. In the context of providing the students with the curriculum imposed by the MEQ for the upcoming school year for their respective grades, the School offers a program which is fluid, flexible and adaptive, and involves a mix of in person teaching, homework, various creative learning projects (to be done in groups or individually) and interactive technological learning tools and activities.
8. The program offered by the School is not "set in stone" for any given day, but fluid and flexible to adapt to the students (individually and/or as a group) or unforeseen events, and to make sure the curriculum required by the MEQ is properly deployed and reviewed by the students over the school year.

9. Throughout the school year, the teachers periodically evaluate the students in different ways, to make sure that by the end of the school year, they have reviewed the curriculum required by the MEQ and are qualified to graduate to the next grade, in accordance with the standards set by the MEQ.

**B. THE COVID-19 PANDEMIC**

10. On March 13, 2020, in response to the COVID-19 pandemic and by order in council 177-2020, the Government of Quebec issued an immediate closure order for all schools in Québec.
11. The School (as all other schools in Quebec) was therefore not allowed to receive its students "in person".
12. In effect, the closure order issued by the Government of Quebec lasted until the end of the school year.
13. The School immediately undertook the necessary steps to implement online schooling for all of its students.
14. To do so required the staff to quickly reorganize its typical methodology to make sure that the students had access to the necessary school materials online and were able to attend interactive daily online classes.
15. A daily schedule was elaborated for each grade and communicated to the students and parents.
16. An online platform via which the students had access to the necessary school materials for their online classes and communicate with the teachers was set up and refreshed daily or sometimes multiple times a day.
17. The School management would regularly discuss with the teachers to make sure the students were actively participating to the online classes, that their progression was adequately monitored and that they received all the necessary academic curriculum in the circumstances.

18. In its communications with the schools after the March 13, 2020 order in council, the MEQ advised as follows:
  - (i) Encouraging schools to transition to online schooling;
  - (ii) The schools were asked to review their respective academic curriculums to make sure that (i) the topics already taught earlier in the year were reinforced with the students; and (ii) they focused on the essential subject matters, namely (as specifically identified by the MEQ) languages, mathematics, history and science;
  - (iii) The government exams were cancelled for the current school year;
  - (iv) The decision to have a child graduate to the next grade would be based upon the professional judgment of the teachers;
  - (v) The end of year report card would reflect pass or fail grades for the different subject matters;
  - (vi) The school year would not be extended beyond June 2020.
19. Within the MEQ guidelines mentioned above, the School set up daily classes via an online video platform for its students.
20. The online platform permitted the teachers to interact with the students regularly and make sure they had, in these exceptional circumstances, all the necessary materials and support.
21. The online platform also permitted the students to interact with each other and with their teachers during class, and during recess. For example, the School implemented the following activities:
  - (i) Online recess for discussions and games;
  - (ii) Busy break activities including workouts, art or music classes;
  - (iii) Online field trips;

- (i) Punctual check-ins with the students by the Director of student services (well-being and mental health oriented);
  - (ii) Online speech therapy sessions;
  - (iii) School wide assemblies; and
  - (iv) Other activities such as technology trainings, meetings for the bible contest and other religious activities.
22. From March to June 2020 (the "**Covid Period**"), the School was therefore able to provide the students with the required curriculum, in accordance with the guidelines issued by the MEQ, as well as to provide the students, on a weekly basis, with Jewish studies.
23. All the students in the School successfully completed their academic year, in accordance with the standards set by the MEQ.
24. Throughout the Covid Period, the School would regularly communicate with parents via newsletters or other means, informing and updating them as to the measures put in place regarding the curriculum and online schooling.
25. The School did reimburse the parents a total amount of \$13,473 for the unused portion of the optional fees (mentioned above) for the school year 2019-2020.
26. The parents accepted the services offered by the School during the Covid Period.
27. As indicated above, in the midst of the Covid Period, the parents were informed of the measures taken by the School to pivot to online learning.
28. If the parents were not satisfied with the services proposed by the School for the Covid Period, they could have terminated the Contract with the School.
29. However, not only did all the students of the School fully benefit from the services offered during the Covid Period, but the parents paid the school all the required fees (less those credited as indicated above), including parents that have

continued paying them in installments for the months of April, May and June 2020.

30. The parents cannot, on the one hand, have paid for and benefited from all the services offered by the School during the Covid Period, and now, post facto, claim a reimbursement on the basis that said services were never compliant with the Contract.
31. The parents knew, in real time, what the circumstances were and the nature of the services offered and accepted them (and paid for them) "*en toute connaissance de cause*". They no longer have a claim against the School.

**C. FINANCIAL AID**

32. For the 2019-2020 school year, 113 students of the School benefited from a subsidy or financial aid from the School or a community program in average of \$5,500 per student, which *inter alia* exceeds the claim put forth by the Plaintiffs.
33. That said and if this Court deems that parents of the School have a viable claim against the School for the Covid Period (which is categorically denied), then the parents who have received financial aid must be removed from such a group.

**FOR THESE REASONS, MAY IT PLEASE THIS COURT TO :**

**DISMISS** the application filed by the Plaintiffs;

**GRANT** the present defense;

**THE WHOLE** with costs.

Montréal, September 30, 2022

*Stikeman Elliott S.E.N.C.R.L., s.r.l.*

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**SUPERIOR COURT  
(Class Actions)**

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**N° 505-06-00023-205**

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**CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF LONGUEUIL**

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**STÉPHANIE BERNARD and  
PIERRE-ANDRÉ FOURNIER**

**Plaintiffs**

-v.-

**COLLÈGE CHARLES-LEMOYNE DE  
LONGUEUIL INC. ET AL**

**Defendants**

BS0350

Notre dossier : 148140-1001

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**DEFENSE OF  
HEBREW FOUNDATION SCHOOL**

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CANADA  
Province of Quebec  
District of Longueuil

S U P E R I O R C O U R T  
( C l a s s a c t i o n s )

---

N° 505-06-000023-205

STÉPHANIE BERNIER

and

PIERRE-ANDRÉ FOURNIER

Plaintiffs

v.

COLLÈGE CHARLES-LEMOYNE DE  
LONGUEUIL INC. ET AL

Defendants

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DEFENSE OF HEBREW ACADEMY

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1. Hebrew Academy, (hereinafter the "**School**"), is a private school in Montreal and a non-profit organization within the definition of the *Act Respecting Private Education* (R.S.Q., c. E-9.1).
2. The School refers to the affidavit signed by Laura Segall and dated January 11, 2021 (the "**Affidavit**"), as well as to the summary defense dated May 2, 2022, both already filed into the Court record.

**A. THE CONTEXT**

3. As appears from the educational services contract (for primary and high school levels) for the school year 2019-2020 (the "**Contract**"), which is signed by parents for each student attending the School, the School undertakes to provide its students with educational services at the primary and high school levels, in

accordance with the education program set by the *Ministère de l'Éducation du Québec* (the "**MEQ**") for the school year in question.

4. Moreover, as appears from the Contract, the School offers its students Jewish studies, which form part of the academic curriculum offered by the School for the year.
5. The curriculum for the Jewish studies segment is not regulated by the MEQ and is left up to the entire discretion of the School, to be determined by the School for each grade for the upcoming school year.
6. As appears from the Contract, the fees to be paid by the parents to the School for the upcoming school year are essentially divided as follows :
  - (i) Tuition fees;
  - (ii) Fees for Jewish studies;
  - (iii) Miscellaneous fees, for example registration, parent association, graduation;
  - (iv) Optional fees, such as daily hot lunch, after school supervision, for lunch/after school activities and building fund.
7. In the context of providing the students with the curriculum imposed by the MEQ for the upcoming school year for their respective grades, the School offers a program which is fluid, flexible and adaptive, and involves a mix of in person teaching, homework, various creative learning projects (to be done in groups or individually) and interactive technological learning tools and activities.
8. The program offered by the School is not "set in stone" for any given day, but fluid and flexible to adapt to the students (individually and/or as a group) or unforeseen events, and to make sure the curriculum required by the MEQ is properly deployed and reviewed by the students over the school year.

9. Throughout the school year, the teachers periodically evaluate the students in different ways, to make sure that by the end of the school year, they have reviewed the curriculum required by the MEQ and are qualified to graduate to the next grade, in accordance with the standards set by the MEQ.

**B. THE COVID-19 PANDEMIC**

10. On March 13, 2020, in response to the COVID-19 pandemic and by order in council 177-2020, the Government of Quebec issued an immediate closure order for all schools in Québec.
11. The School (as all other schools in Quebec) was therefore not allowed to receive its students "in person".
12. In effect, the closure order issued by the Government of Quebec lasted until the end of the school year.
13. The School immediately undertook the necessary steps to implement online schooling for all of its students.
14. To do so required the staff to quickly reorganize its typical methodology to make sure that the students had access to the necessary school materials online and were able to attend interactive daily online classes.
15. A daily schedule was elaborated for each grade and communicated to the students and parents.
16. An online platform via which the students had access to the necessary school materials for their online classes and communicate with the teachers was set up and refreshed daily or sometimes multiple times a day.
17. The School management would regularly discuss with the teachers to make sure the students were actively participating to the online classes, that their progression was adequately monitored and that they received all the necessary academic curriculum in the circumstances.

18. In its communications with the schools after the March 13, 2020 order in council, the MEQ advised as follows:
- (i) Encouraging schools to transition to online schooling;
  - (ii) The schools were asked to review their respective academic curriculums to make sure that (i) the topics already taught earlier in the year were reinforced with the students; and (ii) they focused on the essential subject matters, namely (as specifically identified by the MEQ) languages, mathematics, history and science;
  - (iii) The government exams were cancelled for the current school year;
  - (iv) The decision to have a child graduate to the next grade would be based upon the professional judgment of the teachers;
  - (v) The end of year report card would reflect pass or fail grades for the different subject matters;
  - (vi) The school year would not be extended beyond June 2020.
19. Within the MEQ guidelines mentioned above, the School set up daily classes via an online video platform for its students.
20. The online platform permitted the teachers to interact with the students regularly and make sure they had, in these exceptional circumstances, all the necessary materials and support.
21. The online platform also permitted the students to interact with each other and with their teachers during class, and during recess. For example, the School implemented the following activities :

In primary school:

- (i) Morning activities to interact (storytelling, jokes);
- (ii) Birthdays celebration;

- (iii) Weekly library period;
- (iv) Weekly story time (Kindergarten);
- (v) Social skills program (Kindergarten);
- (vi) Punctual check-ins with the students by the school social worker (well-being and mental health oriented).
- (vii) Office hours to answer students' questions;
- (viii) Other activities such as interactive and group games, themed videos, graduation pictures and religious activities etc.

In high school :

- (i) Creation of an all high school google classroom regrouping all the online material and activities;
  - (ii) Online escape room;
  - (iii) Weekly online workouts;
  - (iv) High school wide assemblies;
  - (v) Shavuot learning program;
  - (vi) Guest speakers online;
  - (vii) Big brother/sister volunteer task force;
  - (viii) Other activities such as trivia quiz, book club, advocacy workshops, baking activities, lounge sessions and other religious activities etc.
22. From March to June 2020 (the "**Covid Period**"), the School was therefore able to provide the students with the required curriculum, in accordance with the guidelines issued by the MEQ, as well as to provide the students, on a weekly basis, with Jewish studies.
23. All the students in the School successfully completed their academic year, in accordance with the standards set by the MEQ.

24. Throughout the Covid Period, the School would regularly communicate with parents via newsletters or other means, informing and updating them as to the measures put in place regarding the curriculum and online schooling.
25. The School did reimburse the parents a total amount of \$56,771.10 for the unused portion of the optional fees (mentioned above) for the school year 2019-2020.
26. The parents accepted the services offered by the School during the Covid Period.
27. As indicated above, in the midst of the Covid Period, the parents were informed of the measures taken by the School to pivot to online learning.
28. If the parents were not satisfied with the services proposed by the School for the Covid Period, they could have terminated the Contract with the School.
29. However, not only did all the students of the School fully benefit from the services offered during the Covid Period, but the parents paid the school all the required fees (less those credited as indicated above), including parents that have continued paying them in installments for the months of April, May and June 2020.
30. The parents cannot, on the one hand, have paid for and benefited from all the services offered by the School during the Covid Period, and now, post facto, claim a reimbursement on the basis that said services were never compliant with the Contract.
31. The parents knew, in real time, what the circumstances were and the nature of the services offered and accepted them (and paid for them) "*en toute connaissance de cause*". They no longer have a claim against the School.

**C. FINANCIAL AID**

32. For the 2019-2020 school year, 156 students of the School benefited from a subsidy or financial aid from the School or a community program in average of \$7,960 per student, which *inter alia* exceeds the claim put forth by the Plaintiffs.
33. That said and if this Court deems that parents of the School have a viable claim against the School for the Covid Period (which is categorically denied), then the parents who have received financial aid must be removed from such a group.

**FOR THESE REASONS, MAY IT PLEASE THIS COURT TO :**

**DISMISS** the application filed by the Plaintiffs;

**GRANT** the present defense;

**THE WHOLE** with costs.



Montréal, September 30, 2022

*Stikeman Elliott S.E.N.C.R.L., s.r.l.*

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**SUPERIOR COURT  
(Class Actions)**

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**N° 505-06-000023-205**

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**CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF LONGUEUIL**

---

**STÉPHANIE BERNARD and  
PIERRE-ANDRÉ FOURNIER**

**Plaintiffs**

-v.-

**COLLÈGE CHARLES-LEMOYNE DE  
LONGUEUIL INC. ET AL**

**Defendants**

BS0350

Notre dossier : 148140-1001

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**DEFENSE OF  
HEBREW ACADEMY**

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District of Longueuil

S U P E R I O R C O U R T  
( C l a s s a c t i o n s )

---

N° 505-06-000023-205

STÉPHANIE BERNIER

and

PIERRE-ANDRÉ FOURNIER

Plaintiffs

v.

COLLÈGE CHARLES-LEMOYNE DE  
LONGUEUIL INC. ET AL

Defendants

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DEFENSE OF AKIVA SCHOOL

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1. Akiva School, (hereinafter the "**School**"), is a private school in Montreal and a non-profit organization within the definition of the *Act Respecting Private Education* (R.S.Q., c. E-9.1).
2. The School refers to the affidavit signed by Suzana Rajic and dated January 11, 2021 (the "**Affidavit**"), as well as to the summary defense dated May 2, 2022, both already filed into the Court record.

**A. THE CONTEXT**

3. As appears from the educational services contract (for primary level) for the school year 2019-2020 (the "**Contract**"), which is signed by parents for each student attending the School, the School undertakes to provide its students with educational services at the primary level, in accordance with the education

program set by the *Ministère de l'Éducation du Québec* (the "**MEQ**") for the school year in question.

4. Moreover, as appears from the Contract, the School offers its students Jewish studies, which form part of the academic curriculum offered by the School for the year.
5. The curriculum for the Jewish studies segment is not regulated by the MEQ and is left up to the entire discretion of the School, to be determined by the School for each grade for the upcoming school year.
6. As appears from the Contract, the fees to be paid by the parents to the School for the upcoming school year are essentially divided as follows :
  - (i) Tuition Fees;
  - (ii) Fees for Jewish studies;
  - (iii) Miscellaneous mandatory fees, such as registration fees and contribution to the parent association;
  - (iv) Optional fees, such as daily hot lunch, after school supervision, lunch/after school activities and Challah program;
7. In the context of providing the students with the curriculum imposed by the MEQ for the upcoming school year for their respective grades, the School offers a program which is fluid, flexible and adaptive, and involves a mix of in person teaching, homework, various creative learning projects (to be done in groups or individually) and interactive technological learning tools and activities.
8. The program offered by the School is not "set in stone" for any given day, but fluid and flexible to adapt to the students (individually and/or as a group) or unforeseen events, and to make sure the curriculum required by the MEQ is properly deployed and reviewed by the students over the school year.

9. Throughout the school year, the teachers periodically evaluate the students in different ways, to make sure that by the end of the school year, they have reviewed the curriculum required by the MEQ and are qualified to graduate to the next grade, in accordance with the standards set by the MEQ.

**B. THE COVID-19 PANDEMIC**

10. On March 13, 2020, in response to the COVID-19 pandemic and by order in council 177-2020, the Government of Quebec issued an immediate closure order for all schools in Québec.
11. The School (as all other schools in Quebec) was therefore not allowed to receive its students "in person".
12. In effect, the closure order issued by the Government of Quebec lasted until the end of the school year.
13. The School immediately undertook the necessary steps to implement online schooling for all of its students.
14. To do so required the staff to quickly reorganize its typical methodology to make sure that the students had access to the necessary school materials online and were able to attend interactive daily online classes.
15. A daily schedule was elaborated for each grade and communicated to the students and parents.
16. An online platform via which the students had access to the necessary school materials for their online classes and communicate with the teachers was set up and refreshed daily or sometimes multiple times a day.
17. The School management would regularly discuss with the teachers to make sure the students were actively participating to the online classes, that their progression was adequately monitored and that they received all the necessary academic curriculum in the circumstances.

18. In its communications with the schools after the March 13, 2020 order in council, the MEQ advised as follows:
  - (i) Encouraging schools to transition to online schooling;
  - (ii) The schools were asked to review their respective academic curriculums to make sure that (i) the topics already taught earlier in the year were reinforced with the students; and (ii) they focused on the essential subject matters, namely (as specifically identified by the MEQ) languages, mathematics, history and science;
  - (iii) The government exams were cancelled for the current school year;
  - (iv) The decision to have a child graduate to the next grade would be based upon the professional judgment of the teachers;
  - (v) The end of year report card would reflect pass or fail grades for the different subject matters;
  - (vi) The school year would not be extended beyond June 2020.
19. Within the MEQ guidelines mentioned above, the School set up daily classes via an online video platform for its students.
20. The online platform permitted the teachers to interact with the students regularly and make sure they had, in these exceptional circumstances, all the necessary materials and support.
21. The online platform also permitted the students to interact with each other and with their teachers during class, and during recess. For example, the School implemented the following group activities :
  - (i) Recess with director of culture and climate;
  - (ii) Social emotional discussions with the School counselor;

- (iii) School wide assemblies
  - (iv) Optional morning workouts;
  - (v) Optional morning prayers;
  - (vi) Optional storytime; and
  - (vii) Other activities such as evening family games and parent educational evening with the school administration.
22. From March to June 2020 (the "**Covid Period**"), the School was therefore able to provide the students with the required curriculum, in accordance with the guidelines issued by the MEQ, as well as to provide the students, on a weekly basis, with Jewish studies.
23. All the students in the School successfully completed their academic year, in accordance with the standards set by the MEQ.
24. Throughout the Covid Period, the School would regularly communicate with parents via newsletters or other means, informing and updating them as to the measures put in place regarding the curriculum and online schooling.
25. The School did reimburse the parents a total amount of \$76,430 for the unused portion of the optional fees (mentioned above) for the school year 2019-2020.
26. The parents accepted the services offered by the School during the Covid Period.
27. As indicated above, in the midst of the Covid Period, the parents were informed of the measures taken by the School to pivot to online learning.
28. If the parents were not satisfied with the services proposed by the School for the Covid Period, they could have terminated the Contract with the School.
29. However, not only did all the students of the School fully benefit from the services offered during the Covid Period, but the parents paid the school all the required fees (less those credited as indicated above), including parents that have

continued paying them in installments for the months of April, May and June 2020.

30. The parents cannot, on the one hand, have paid for and benefited from all the services offered by the School during the Covid Period, and now, post facto, claim a reimbursement on the basis that said services were never compliant with the Contract.
31. The parents knew, in real time, what the circumstances were and the nature of the services offered and accepted them (and paid for them) "*en toute connaissance de cause*". They no longer have a claim against the School.

**C. FINANCIAL AID**

32. For the 2019-2020 school year, 34 students of the School benefited from a subsidy or financial aid from the School or a community program in average of \$8,528 per student, which *inter alia* exceeds the claim put forth by the Plaintiffs.
33. That said and if this Court deems that parents of the School have a viable claim against the School for the Covid Period (which is categorically denied), then the parents who have received financial aid must be removed from such a group.

**FOR THESE REASONS, MAY IT PLEASE THIS COURT TO :**

**DISMISS** the application filed by the Plaintiffs;

**GRANT** the present defense;

**THE WHOLE** with costs.



Montréal, September 30, 2022

*Stikeman Elliott S.E.N.C.R.L., s.r.l.*

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**SUPERIOR COURT  
(Class Actions)**

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**N° 505-06-000023-205**

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**CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF LONGUEUIL**

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**STÉPHANIE BERNARD and  
PIERRE-ANDRÉ FOURNIER**

**Plaintiffs**

-v.-

**COLLÈGE CHARLES-LEMOYNE DE  
LONGUEUIL INC. ET AL**

**Defendants**

BS0350

Notre dossier : 148140-1001

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**DEFENSE OF  
AKIVA SCHOOL**

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