

CANADA

**SUPERIOR COURT  
(Class action division)**

**PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL**

NO: 500-06-001278-239

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**D.G.**, having an elected domicile at 428, Saint-Pierre, suite 101, in the city and district of Montreal, province of Quebec, H2Y 2M5;

**-and-**

**A.L.**, having an elected domicile at 428, Saint-Pierre, suite 101, in the city and district of Montreal, province of Quebec, H2Y 2M5;

**-and-**

**L.S.**, having an elected domicile at 428, Saint-Pierre, suite 101, in the city and district of Montreal, province of Quebec, H2Y 2M5;

**APPLICANTS**

**-vs-**

**CONCORDIA UNIVERSITY**, a legal person having its office at 1455 De Maisonneuve Boulevard, Unit GM-620, in the city and district of Montreal, province of Quebec, H3G 1M8;

**-and-**

**CONCORDIA STUDENT UNION**, a legal person having its office at 1455 De Maisonneuve Boulevard, Unit H711, in the city and district of Montreal, province of Quebec, H3G 1M8;

**DEFENDANTS**

<p><b>APPLICATION TO AUTHORIZE THE BRINGING OF A CLASS ACTION &amp; TO APPOINT THE APPLICANTS AS REPRESENTATIVES (Art. 571 and following of the <i>Civil Code of Procedure</i>)</b></p>
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**TO ONE OF THE HONORABLE JUDGES OF THE SUPERIOR COURT, SITTING IN PRACTICE DIVISION IN AND FOR THE DISTRICT OF MONTREAL, THE APPLICANTS INDIVIDUALLY AND ON BEHALF OF THE CLASS OF ALL THOSE SIMILARLY SITUATED AS DEFINED HEREIN, RESPECTFULLY SUBMITS THE FOLLOWING:**

## **A. NATURE OF THE ACTION**

1. The Applicants wish to institute a class action on behalf of the natural persons forming part of the class, herein defined as:
  - a. All Jewish students currently enrolled at Concordia University;
  - b. All Jewish students who attended Concordia University within the last three years but are no longer students at the University;
  - c. All Jewish faculty and staff members currently employed at Concordia University;
  - d. All Jewish faculty and staff members who were employed by Concordia University within the last three years but are no longer faculty and staff members at the University;

(Hereinafter referred to as the “Class”)

2. This action arises from anti-Jewish hate speech, silencing of Jewish voices, and threats of violence against Jewish students on the Defendant, Concordia University’s, campuses or in connection with Concordia University’s activities. Concordia University has failed to properly investigate and respond to anti-Semitic incidents on its premises, which has allowed anti-Semitism to proliferate across its campuses.
3. The Concordia Student Union (“the CSU”), which holds itself out as a representative and advocate for students’ issues and concerns at the university campus, has also failed in its duties towards to Class. Indeed, not only has the CSU been indifferent, but they have also actively contributed to anti-Jewish hate on the University’s premises;
4. As a result of the Defendants’ acts and/or omissions, the Applicants and the Class have suffered and continue to suffer significant damages for which they are entitled to receive compensation;

## **B. PARTIES**

### **I. THE APPLICANTS**

5. D.G. is a current student at Concordia University;
6. A.L. is a current student at Concordia University;
7. L.S. is currently a professor at Concordia University and possesses an extensive resumé as an academician, a consultant, as well as a published author;
8. Applicants D.G., A.L. and L.S. require anonymity in order to proceed with this lawsuit. Given the nature of this application, the Applicants fear that being publicly identified with this lawsuit could result in retaliation and retribution, including physical intimidation and assault. The Applicants will seek the appropriate Orders in this regard to keep the Applicants and other class members anonymous from the public;

9. Indeed, many Jewish students at Concordia have already been physically assaulted and discriminated against by their fellow students and faculty at the University purely because they are Jewish. The most recent example of this is a riot that took place at Concordia on November 8, 2023; Jewish students were attacked by a mob of protesters for hosting a tabling event that advocated for Israel. That same day, swastikas were found in a Concordia university building.
10. Students who advocate for their community in even relatively minor and isolated forms, such as speaking up in classroom discussion, have faced retribution from their professors, including deductions to their grades.
11. In general, Jewish individuals in Montreal have faced a stark rise in anti-Semitic hatred in recent weeks. In just the first two weeks of November 2023 alone, two Jewish schools in Montreal were shot at, several Jewish-owned businesses were vandalized, and a synagogue and the office of a Jewish advocacy organization were targeted with attempted arson.
12. Publicly identifying with a large-scale class action of this nature would put the Representative Plaintiffs at significant risk of harm. The Applicants will seek the appropriate Orders in this regard to keep the Applicants and other class members anonymous from the public;

## **II. THE DEFENDANTS**

13. The Defendant, Concordia University (“Concordia”), is a public university in Montreal, Quebec and was at all material times responsible for the safe and secure treatment of students on its campus. Approximately 50,000 students currently attend Concordia;
14. Concordia consists of two campuses: the Sir George William Campus and the Loyola Campus. The Sir George Williams Campus is the main campus and is located in Downtown Montreal. The Loyola Campus is the university’s second campus; it is located in the residential district of Notre-Dame-de Grace;
15. The University’s administration is overseen by the Board of Governors and the Senate. The Board of Governors is the senior governing body of the University and is responsible for establishing the legal and administrative framework for the University. It maintains final authority over the affairs of the university. Its powers are derived directly from the *Charter of Concordia University*;
16. Subject to the Board of Governor’s overarching authority, the Senate has the final authority in all matters pertaining to the university’s academic regulations and programs;
17. The Defendant, Concordia Student Union (“the CSU”), is the current student union representing undergraduate students at Concordia University;
18. Undergraduate students at Concordia are automatically enrolled in the CSU when they become students at Concordia. Students do not have an option to opt out of the CSU and are required to pay fees to CSU when they enroll at Concordia;
19. The CSU holds itself out as a representative and advocate for students’ issues and concerns at the university campus. According to their website, their responsibilities include, “facilitating

health insurance coverage, supporting student-led clubs and projects, running annual social justice campaigns, demanding that student voices be heard within the university administration, and providing our membership with as many opportunities to get involved in campus life as possible.”;

### **C. FACTS GIVING RISE TO THE APPLICANTS’ CLAIM**

20. There is a well-documented history of anti-Semitic sentiments on Concordia’s campuses spanning decades. The incidents described below are just some of the many anti-Semitic incidents that have occurred on the university’s campuses, in university sponsored events and/or in the context of activities that have a real and substantive link to the university;

## **BACKGROUND**

### **I. THE 2002 NETANYAHU RIOT**

21. In or around September 2002, a riot erupted on the University premises when Israeli Prime Minister, Benjamin Netanyahu, visited the university to give a speech. Students coming to watch the event were heckled with antisemitic slogans on their way into the auditorium. Protesters broke into the building through a side door and began hurling furniture at individuals inside. Multiple individuals were assaulted, including a holocaust survivor, who was kicked in the groin, and a Rabbi, who was attacked and spat on, the whole as shall be proven during the hearing;

Following the incident, Concordia responded by establishing a two-month long campus-wide ban on events related to the Israel-Palestine conflict; despite being the victims of the riot, Jewish students at the university were punished by not being allowed to proceed with pro-Israel events. While Jewish advocacy groups adhered to the ban, other student organizations, including the CSU and Solidarity for Palestinian Human Rights-Concordia, a student group that is officially recognized by the CSU, repeatedly disobeyed the ban. Neither organization was sanctioned for doing so, the whole as shall be proven at the hearing;

### **II. A LONG HISTORY OF ANTI-SEMITISM AT CONCORDIA**

22. Students have repeatedly seen anti-Semitic graffiti and vandalism on Concordia’s campuses. In or around 2003, Laith Marouf, a student at Concordia, drew swastikas on an Israeli flag at a pro-Israel demonstration on the university premises. Mr. Marouf was previously disciplined by the University for spray painting graffiti on the Concordia premises and assaulting and making a death threat against a security guard. Mr. Marouf was investigated for the 2003 incident, but ultimately, he was not sanctioned by the university administration;
23. In or around 2022, a student found the statement “Zionists can die. F\*\*\* Zionists” carved into a picnic table on the university premises. Jewish students have also seen swastikas painted in numerous places around the university, among other anti-Semitic graffiti;

24. Jewish students have also witnessed their professors using anti-Semitic rhetoric in their classrooms. Some students have seen their professors repeatedly dismiss, belittle and outright deny Jewish history. For instance, one professor described Jewish history in Israel as mythology, and claimed that the Jewish community does not have any history in the land of Israel. This professor then pointed to a Jewish student in the class, and specifically told her to educate herself on what the term “mythology” means. Students have also seen professors openly minimizing the effects of the Holocaust and its impact on the Jewish people, including one professor who stated “the Jews like to make the Holocaust about themselves” during a lecture;
25. Professors have also repeatedly validated violent uprisings in Israel, including the two Intifadas, which resulted in the deaths of approximately 1,400 Israelis. In one incident, a professor showed a video of a terror attack taking place in Israel against civilians with no care for how the video would impact Jewish and Israeli students in the class. The professor then accused Israelis of intentionally manufacturing the attack to garner sympathy. As a result of repeated anti-Semitic incidents in classroom environments at Concordia, many Jewish students do not feel safe while in classes at the University, which has put them at a significant academic disadvantage and caused grave emotional distress;
26. Jewish students have also experienced anti-Semitic hate from student organizations, including, but not limited to, the CSU. In or around 2014, the CSU endorsed the Boycott, Divestment and Sanction movement (“BDS”), a movement which demands divestment from companies owned by Israeli individuals, and calls for a boycott of Israeli products, professionals, professional associations, academic institutions, and artistic performances (both in Israel and abroad). BDS has openly been criticized for its anti-Semitic rhetoric by several major advocacy organizations, including the Anti-Defamation League;
27. In or around 2017, the CSU co-hosted a “Passover Against Apartheid” event, which politicized one of the most significant holidays in the Jewish tradition and turned it into an attack on Israel and Jewish students. The event began with an art exhibit, which was followed by a discussion about Passover through the “lens” of the BDS campaign against Israel;
28. Jewish students have also faced discrimination when trying to secure funding and official recognition for Jewish advocacy clubs from the CSU; their applications are often delayed and/or denied without a clear reason or explanation from the CSU;
29. The CSU also continues to provide funding and official recognition to student organizations that propagate anti-Semitic rhetoric on campus;
30. In or around 2021, the CSU publicly acknowledged in an open letter that they have been ‘indifferent’ to anti-Semitism at Concordia. In the same letter, they acknowledged that their actions have “assisted in fostering a campus culture where Jewish students are afraid to openly identify as Jewish. Instead of choosing to tuck their Star of David necklaces under their shirts out of fear of having insults hurled at them for things they do not control and are not responsible for.” While the CSU indicated that they would take additional steps to combat anti-Semitism on the Concordia campus, they have failed to do so. Jewish students continue to face discrimination at Concordia, and the CSU has not only been indifferent to that discrimination, but they have also actively contributed to anti-Jewish hate on the University’s premises;

31. This lack of response by Concordia has further empowered anti-Semitism to proliferate;

### **III. ANTI-SEMITISM AT CONCORDIA SINCE OCTOBER 7TH, 2023:**

32. On or around October 7<sup>th</sup>, 2023, Hamas, an internationally recognized terrorist organization, invaded Israel and massacred, tortured, raped and kidnapped Israeli civilians. Approximately 1,400 Israelis were murdered by Hamas, including infants and children, and countless others were injured. The brutality of Hamas's actions has caused significant collective trauma for the Jewish community around the world;
33. As Jewish students at Concordia mourned the loss of life in Israel, they returned to a hostile campus where they were actively faced with threats of violence and anti-Semitic hatred. Many Jewish students have seen posters around campus calling for an "intifada," including on poster boards that are owned by the CSU;
34. "Intifada" is defined as follows according to the Meriam-Webster dictionary:  
*An armed uprising of Palestinians against Israel occupation of the West Bank and Gaza strip;*
35. Jewish students who have engaged in classroom discussions are being subjected and have endured heckling and anti-Semitic comments. In one incident, a student who spoke out against Hamas in a class discussion was told that Israel was at fault for the October 7<sup>th</sup> attack. Another student in the same class also argued that claims regarding the attack had been "debunked." These claims echo age-old anti-Semitic tropes, particularly claims that Jewish individuals are lying about violent attacks on their community to garner sympathy, and that Jewish individuals are to blame for attacks committed against their community; other individuals in the class broke out to applaud the students making these claims. The professor stood by and simply watched, and it is noteworthy that no actions were taken by said professor or Concordia;
36. Jewish students have also been repeatedly threatened with physical assault while on Concordia's campuses due to their race and culture and are subjected to contempt towards them leading to environment that is not conducive to higher learning;
37. Jewish student organizations have been harassed and bullied by individuals on the Concordia premises;
38. In one instance, a Jewish student organization saw the door to their office defaced with pro-Palestinian stickers;
39. Jewish students have also witnessed protests and walk-outs occurring on campus in which protesters openly called for an "intifada" and for Palestine to be liberated "from the river to the sea." These calls not only incite violence, but also advocate for the eradication of an entire nation - specifically, the only Jewish state in the world;
40. Incidents like the ones described above reflect how anti-Semitic and anti-Israel sentiments have proliferated on Concordia campuses. In addition, Jewish students have and continue to:

- a. Be forced out of student organizations and not be provided with the space or equal opportunity to voice their opinions in a safe manner that would enable an informed discussion;
  - b. Be unable to meaningfully participate in or be provided with a space or equal opportunity to voice concerns in relation to incidents of widespread hate speech on the premises of Concordia;
  - c. Be unable to meaningfully participate in or be provided with the opportunity to hold their own table at campus-wide cultural events. Jewish students have been forced to hide and/or remove any religious symbols, such as the Star of David and the kippah, while on campus to avoid being singled out;
  - d. Feel pressured to defend their identities when engaging in educational discussions during lectures and have had their opinions minimized and/or dismissed entirely in a classroom setting;
  - e. Be attacked for their Jewish identity in public student meetings on campus;
  - f. Be targeted, heckled and asked to leave discussions, both inside the classroom and on the campus, around Middle Eastern politics; and
  - g. Not be provided with a safe and stable learning environment comparable to their non-Jewish classmates;
41. Some members of the Class have also faced continued and persistent attacks because of their Jewish heritage and/or association with Jewish organizations on campus that have resulted in negative impacts on career prospects and opportunities;
  42. When anti-Semitic incidents occur on Concordia campuses, the university and CSU either do not respond, or simply issue a superficial statement without any consequential action. The Defendants have not addressed the systemic pattern of hate that is the root cause of anti-Semitism at Concordia. Predictably, their surface level responses have failed to create any meaningful change for the Class Members, and Class Members continue to live in fear due to the anti-Semitic culture that pervades Concordia;

#### **IV. THE EVENTS OF NOVEMBER 8, 2023**

43. D.G. and A.L. are active and current students of Concordia and practice the Jewish faith;
44. On November 8, 2023, D.G. and A.L. arrived at the main campus hall and immediately noticed a lengthy line of students who were apparently waiting to purchase “Keffiyehs”, which were sold by the “Students for Palestinian Human Rights” organization (hereinafter referred to as “SPHR”);
45. It is noteworthy to underline that the aforementioned organization chose to conduct said activity immediately adjacent to the Hillel table, and this, seemingly without any prior notice or permission from any entity;
46. Hillel, a large campus organization internationally recognized, which aims to engage university students with Jewish life, culture and community, had reserved a location to place a table at this specific site as of November 3, 2023. The purpose for its emplacement was to

peacefully engage in conversation and raise awareness for the hostages held by Hamas in Gaza following the recent events previously described in paragraph 27 of this application;

47. Furthermore, its purpose was strictly to concentrate on the humanitarian aspect of the conflict, without displaying specifically any support for the Israeli Defense forces, the Israeli Government, or even to promote a solution to this conflict;
48. Even though the atmosphere was noticeably tense, while several isolated discussions among the students took place, no acts of violence were committed during the morning hours;
49. Nevertheless, around noon, a student dressed in a Keffiyeh approached the Hillel table, in an aggressive and intrusive manner. This action instigated a confrontation which ensued and de-escalated rapidly;
50. In fact, the group of persons initially waiting in line around the SPHR to procure themselves with Keffiyehs hurriedly started chanting pro-Palestinian hymns, the whole in a quarrelsome fashion;
51. Several students collectively accosted the Hillel table belligerently, while multiple conflicts were arising between the students present in the Hall;
52. Even though security guards of the University had arrived, they were effectively unable to contain the situation;
53. As such, one of the security officials of the University asked the Jewish students to remove the Israeli flags, since their erection was allegedly provocative and contributed to the ongoing conflict;
54. Following the mounting tension and aggression, it was apparent that the Security officials were unable to secure the well-being of the students surrounding the Hillel table and thus formed a human barrier between them and the pro-Palestinian protesters;
55. As a result, the pro-Palestinian protesters increased their level of intensity and forcefully attempted to push into the human barrier formed by the campus security officials;
56. Inevitably, the protesters reached the table comprised of students of the Jewish faith, as well as of other faiths, chanting pro-Palestinian hymns in unison, as well as repeatedly shouting the word "Intifada";
57. A.L. witnessed several students being physically attacked, harmed and suffer bodily injuries. As such, D.G. was physically assaulted multiple times by pro-Palestinian rioters;
58. To make matters worse, officials of the University were on-site even before the instigation of the foregoing events that very morning and hardly did anything to prevent it, or even diffuse the situation while tensions were mounting;
59. Reportedly, even the police, when they arrived on-site, failed to immediately execute any acts to disperse the crowd and prevent further violence from occurring;



60. These foregoing events, along with several other similar occurrences have forced the Hillel to issue a recommendation statement to its members, insofar as they should walk around campus in groups of minimally two at all times;
61. Moreover, not only have several threats have been levied against Jewish students, but their rights are also violated on a daily basis by the countless photos and videos that are taken of them;
62. The repeated confrontations have undeniably caused an atmosphere of hostility and unrest for the students of the Jewish faith within the confines of Concordia;

**D. CLASS ACTION ALLEGATIONS AND CONDITIONS REQUIRED TO INSTITUTE A CLASS ACTION**

**I. Negligence:**

63. Concordia University was negligent and failed in its duty to:
  - a. Investigate incidents of anti-Semitism targeted at Jewish students on the Concordia premises;
  - b. Provide the administration with training on dealing with and reporting verbal assaults, harassment, and/or bullying matters on the Concordia premises;
  - c. Properly supervise, control and give guidance and guidelines to the professors, staff and administration in order to ensure a serene environment conducive to learn;
  - d. Provide students at Concordia with resources and proper education on the issue of anti-Semitism, assaults, bullying and zero-tolerance policies;
  - e. Adequately document, discipline or sanction students and student organizations involved in anti-Semitism, assaults, harassment, and/or bullying on the Concordia premises;
  - f. Take the appropriate steps to adequately investigate the activities of students involved once they became aware of the anti-Semitism, assaults, harassment, and/or bullying on the Concordia premises in a timely manner;
  - g. Take the appropriate steps to denounce and reject anti-Semitic movements at Concordia, including, but not limited to, the Boycott, Divestment and Sanctions movement;
  - h. Take the appropriate steps to sanction students and student groups from supporting anti-Semitic movements at Concordia, including, but not limited to, the Boycott, Divestment and Sanction movement;
  - i. Identify, counsel and assist Jewish students once they knew of the harassment, assaults, bullying and/or racism they had experienced on the Concordia premises;
  - j. Take the appropriate steps to address the anti-Semitic behavior and rhetoric on the Concordia premises using its own internal policies, regulations and guidelines in a timely manner; and
  - k. Take the appropriate steps to terminate its agreement with student groups for breach of internal policies, regulations and guidelines relating to the dissemination of hate propaganda and hate speech;
  - l. Failure to even utter a condemnation of these acts perpetrated against its own students by another group;

## **Concordia's Liability:**

64. Concordia's Policy on Campus Public Safety and Security specifies that:

*The use of University Premises must be authorized by the department or unit responsible for the said space, through the designated DSA. CSPA may refuse access or require individuals or groups to cease their activity and/or leave an area if authorization has not been provided and/or the activity causes a disturbance, and/or is in violation of University policies, and/or contravenes municipal, provincial or federal law.*

65. Concordia has additional policies in place that pertain to acceptable conduct, including the Code of Rights and Responsibilities ("the Code"), which, "sets out behavioral expectations for all members of [the] university community." The "grounding principles" of the Code include, "the values of civility, equity, respect, non-discrimination and an appreciation of diversity as manifested within the University and within society-at-large.";
66. According to paragraph 27 of the Code, the "primary purpose of the Code is to promote and protect the values of civility, equity, respect, non-discrimination, and an appreciation of diversity as manifested within the University and to support Members who have experienced, or are experiencing, conduct that violates these fundamental values.";
67. In order to advance the principles noted above, the Code outlines several rights that are promoted and protected by the Code. Specifically, the Code states that:

*2. All Members of the University, as defined in Section III of the Code, may reasonably expect to pursue their work, studies and other activities related to **University life in a safe and civil environment**. As such, neither the University nor any of its Members shall condone any conduct which adversely affects the University or any of its Members.*

68. Additionally, Concordia's Policy on Harassment, Sexual Harassment and Psychological Harassment places positive obligations on Concordia to prevent harassment on its campuses:

*Preventing harassing behaviour requires increased awareness of the impact that one's actions may have on others. The University firmly believes that prevention is the best tool for the elimination of such behaviour. **Accordingly, the University intends to take all necessary steps to prevent that conduct from occurring, such as affirmatively raising the subject, expressing strong disapproval and developing methods to sensitize all concerned.***

69. However, Concordia has failed to uphold its own policies and procedures with respect to anti-Semitic incidents on its campuses. Concordia has also failed to follow through on its promise to take affirmative steps to prevent harassing behavior on its campuses;
70. Concordia is also vicariously liable as student organizations are subject to their policies and procedures, just as any other club or student organization associated with Concordia and operating on its premises would be. Concordia is also directly liable for the actions and omissions of its faculty and staff;

Concordia has the right and responsibility to manage the access to, and the use of, the spaces on its premises to maintain and improve the physical environment, promote ecological sustainability, and ensure compliance with its policies, procedures, and regulations. Concordia must comply with its policies, procedures, regulations, guidelines, and applicable laws, including the *Quebec Charter of Human Rights and Freedoms*.

## II. Limitations to Freedom of Expression at Concordia

71. The Code places explicit limits on freedom of speech and freedom of expression on Concordia's campuses:

*3. All Members have the freedom of conscience and religion; freedom of thought, belief, opinion and expression; freedom of peaceful assembly and freedom of association, **the whole subject to the limits recognized by law and University policies and procedures.***

72. The following are examples of expressive activities that exceed the limits of free expression and are prohibited at Concordia. These examples are outlined in the Code:

• *Threatening or Violent Conduct, which refers to:*

*a) assaulting another Member; or*

*b) threatening another Member or group of Members with bodily harm or causing another Member or group of Members to have reasonable grounds to fear bodily harm; or*

*c) creating, or threatening to create, a condition, which unnecessarily endangers or threatens the health, safety or well-being of another Member or group of Members;*

• *Harassment, which refers to:*

*a) all forms of repeated or ongoing unwelcome, vexatious conduct directed towards a Member or a group of Members; and*

*b) which may be based upon one of the prohibited grounds specified in the Quebec Charter of Human Rights and Freedoms, that is; race, colour, ethnic or national origin, sex, gender identity, pregnancy, sexual orientation, civil status, age, religion, political convictions, language, social condition, disability or the use of a means to palliate a disability; and*

*c) when such conduct has the effect or purpose of unreasonably interfering with a Member's right to pursue their work, study or other activities related to University life in a safe and civil manner or of creating an intimidating or hostile environment for such activities.*

***A single serious incidence of such behaviour may constitute harassment if it has the same consequences and if it produces a lasting harmful effect on the Member;***

• *Psychological Harassment, which refers to:*

*a specific type of harassment formally recognized in the law and means vexatious behaviour in the form of repeated conduct, written or verbal comments, actions or gestures against a Member which:*

- a) are hostile or unwanted; and*
- b) affect the Member's dignity or psychological or physical integrity; and*
- c) have the effect or purpose of unreasonably interfering with a Member's right to pursue their work, study or other activities related to University life in a safe and civil manner or of creating an intimidating or hostile environment for such activities*

***A single serious incidence of such behaviour may constitute psychological harassment if it has the same consequences and if it produces a lasting harmful effect on the Member;***

- *Discrimination, which refers to:*

- a) treatment which has the effect or purpose of imposing burdens, barriers, obligations or disadvantages on a Member or group of Members; and*
- b) for which there is no bona fide and reasonable justification; and*
- c) when such treatment is based on one of the prohibited grounds specified in the Quebec Charter of Human Rights and Freedoms, that is; race, colour, ethnic or national origin, sex, gender identity or expression, pregnancy, sexual orientation, civil status, age, religion, political convictions, language, social condition, handicap/disability or the use of a means to palliate a handicap/disability;*

- *Communication of Discriminatory Matter. The Code specifies that:*

*It is an offence for a Member to engage in the distribution, communication, publication or public exhibition by any means of any matter deemed to be discriminatory or to expose a person or persons to hatred or contempt by reason of the fact that that person or those persons are identifiable on the basis of a prohibited ground of discrimination, as contemplated under the Quebec Charter of Human Rights or under the Canadian Human Rights Act, and for which there is no bona fide and reasonable justification;*

73. Expressive activity as described in the paragraph above is not protected regardless of the medium in which it is expressed, including whether that is in-person, through visual or audio media (such as signs, posters, and songs), on an internet platform or social media, or through telephone, broadcasting or other audible or visible means;
74. The CSU also maintains its own policies that proposit to combat discrimination at the University. For instance, the Concordia Student Union's Code of Conduct states that:

*Student Union Representatives shall refrain from:*

.....

*2.1.9 Discriminating against or making discriminatory comments or remarks on the basis of race, colour, sex, gender identity or expression, pregnancy, sexual orientation, civil status or age in accordance with the Quebec Charter of Human Rights and Freedoms.*

75. Further, the CSU's Positions Book explicitly states:

*5.7. The CSU opposes antisemitic rhetoric and culture present at Concordia University and within the Montreal community. The CSU opposes Holocaust denial, being the act of denying the existence of the Holocaust. The CSU also opposes antisemitic remarks and harassment and calls on all levels of government to recognise and address the challenges that Jewish people face not only within the boundaries of the school, but within the Jewish community at large.*

76. Both the CSU and Concordia have consistently failed to uphold their own policies with respect to anti-Semitic hate on the Concordia premises;

### **III. Sanctions for Engaging in Discriminatory Behaviour on Campus**

77. Members of Concordia who disseminate hate propaganda may be in violation of its Policies and Regulations, including, but not limited to, the Code of Rights and Responsibilities;

78. The Code sets out a wide range of sanctions for members of the university community, including students, faculty, staff, student organizations and members of the university administration, who breach their responsibilities under the Code;

79. Sanctions for students who breached their obligations under the Code range from a written reprimand to a recommendation of expulsion subject to confirmation by the Provost and Vice-President, Academic;

80. Similarly, the CSU's "Policy on Clubs" also gives them the power to revoke a student group's official club status where that group has not acted in accordance with its constitution or with the By-Laws, Regulations and policies of the Student Union;

81. Complaints may also be filed against faculty, administrative and support staff members and members of the administrations through the Code. If it is found that the employee breached their obligations under the Code, the authority investigating the complaint may impose or recommend the imposition of a disciplinary measure or take any other action permitted by the relevant collective or employee agreement or University policy;

### **V. Concordia and CSU's Failure to Sanction Students and/or Student Groups for Violating its Internal Policies and Procedures**

82. Concordia and the CSU rarely, if ever, respond to grievances/complaints submitted by Jewish students regarding anti-Semitic incidents that occur on their campuses, often minimizing or diminishing their experiences. As a result, students and student groups are rarely sanctioned for harassing, intimidating, or discriminating against Jewish students;

83. Similarly, Concordia has also failed to properly discipline student organizations that perpetuate anti-Semitic language or engage in anti-Semitic incidents;

84. By failing to properly discipline students and/or student organizations for anti-Semitic behaviors that violate Concordia's policies and procedures, the Defendants have effectively created a safe space for anti-Semitism on the Concordia campuses. Students and student organizations know that they can victimize Jewish students freely without any form of punishment;
85. The misconduct of Concordia's students and student organizations is a direct result of the University's failure to enforce their own policies and procedures and, but for the negligence of the Defendants, D.G., A.L., L.S. and the Class would not have suffered harm;

**VI. Concordia's Failure to Sanction Faculty and Staff for Violating Its Internal Policies and Procedures:**

86. The University has also failed to respond to, investigate and/or sanction staff and faculty who propagate anti-Semitic rhetoric both on and off Concordia property;
87. Like students and student organizations, faculty and staff at Concordia may be sanctioned for violating their responsibilities under the Code and other internal policies and procedures at Concordia;
88. Faculty and staff have repeatedly contravened their obligations under Concordia's internal policies, including the Code; however, Concordia rarely disciplines its employees for engaging in discriminatory and anti-Semitic behavior;
89. Faculty and staff at Concordia know that they can make incendiary and discriminatory statements without being punished for doing so. As a result, they feel comfortable discriminating against Jewish students in their classrooms and at events both on and off the university campus;
90. Concordia's failures in this regard have allowed anti-Semitism to proliferate unchecked in classrooms and at events across its campuses. Many Jewish students now feel afraid to attend classes due to the anti-Semitism that they have experienced from faculty and staff at the University;

**VII. Breach of Statutory Duty**

***Quebec Charter of Rights and Freedoms***

91. There is a positive obligation on the Defendant to ensure that sections 4, 10 and 11 of the *Quebec Charter of Rights and Freedoms* ("the *Quebec Charter*") are protected and enforced on their premises;
92. The Defendant has consistently failed to uphold its obligations with respect to the *Quebec Charter*. Students, student organizations, faculty and staff regularly breach the rights of Jewish students as defined by the *Quebec Charter* without any form of repercussion from the university administration;

## ***Article 16 of the Consumer Protection Act***

93. There is a positive obligation on the Defendant to perform the service stipulated in the contract. In light of Concordia's inaction to prevent the general proliferation of anti-Semitism, this constitutes a blatant breach of its obligations by virtue of the *Consumer Protection Act* insofar as the service is unequivocally not performed;

### **VIII. Mandatory Declarations**

#### **Implementing Policies and Guidelines Aimed at Addressing Anti-Semitic Behaviour on Campus**

94. Currently, there are no specific policies or guidelines in place to address anti-Semitic rhetoric on Concordia campuses. Jewish students do not have the specific resources needed to access the support they need in filing grievances without fear of retaliation or retribution, nor do they have the adequate mechanisms to use to do so in a manner that brings about a meaningful resolution.

### **E. DAMAGES**

95. As a result of the repeated discrimination that they endured, D.G., A.L., L.S. and the Class have suffered from significant psychological injury and will likely continue to suffer for the rest of their lives, including but not limited to:

- a) Recurring nightmares
- b) Flashbacks
- c) Fear of open spaces
- d) Fear of crowds
- e) Fear of being on Concordia campuses
- f) Fear of identifying themselves as Jewish
- g) Fear of expressing their religion
- h) Fear of attending classes
- i) Fear of expression themselves during classes

96. On behalf of themselves and the class, the Applicants claim pecuniary and non-pecuniary damages and compensation with respect to:

- a) Breaches of the *Charter of Human Rights and Freedoms*, CQLR c C-1, articles 4, 10, and 11
- b) Breaches of the *Consumer Protection Act*, P-40.1, article 16
- c) Negligence;

97. With respect to the negligence claim, D.G., A.L. and L.S. claim on their own behalf and on behalf of the Class damages, including but not limited to:

- a) pain and suffering and loss of enjoyment of life as a result of the incidents;
- b) significant out-of-pocket expenses for psychological counselling, psychological treatment and other special expenses to be advised of prior to trial;
- c) damages for the loss of competitive advantage as a result of continued and persistent attacks by student groups long after some members of the Class have graduated; and
- d) damages for the loss of competitive advantage as a result of the impact that the discrimination, harassment and intimidation that the class members have experienced has had on their academic performance.

98. In addition to the above, D.G., A.L., L.S. and the Class also claim punitive, aggravated and exemplary damages, and assert that these damages are appropriate given the severe and high-handed conduct of the Defendants;

#### **F. RELEVANT STATUTES**

99. D.G., A.L., L.S. and the Class claim and rely upon, and the amendments made thereto and the regulations thereunder and the Provincial equivalents:

- *Charter of Human Rights and Freedoms, CQLR c C-12*
- *Consumer Protection Act, P-40.1*
- *Civil Code of Québec, CQLR c CCQ-1991*
- *Charter of Concordia University, 2010*

#### **G. COMPOSITION OF THE CLASS:**

100. For the following reasons, the composition of the Class makes it difficult or impracticable for individual proceedings to take place or for a consolidation of the proceedings:

- a) it is expected that there are a large number of class members with similar issues;
- b) the names and addresses of individuals who are part of the Class are unknown to the Applicants;
- c) the facts alleged above make it difficult, if not impossible, to contact each Class member individually to obtain a warrant or proceed by way of joinder;
- d) Financially, it would also be difficult, if not impossible, for each individual class member to bring forward an individual action. A class action allows the class members to consolidate their resources by having a single judge render a decision on the common issues; and
- e) Given the nature of this action, and the risk posed to each individual class member of reprisal and retribution, it is unlikely that many class members will step forward to bring an individual claim.

101. A class action is the only reasonable mechanism through which all victims of the Defendants' conduct may access justice and obtain compensation for the harm they have endured.



102. Applicants also bring this action under 571 CPC and following because the Defendants' have acted or refused to act on grounds generally applicable to all members of the Class, thereby making final injunctive relief concerning the Class as a whole appropriate. In the absence of appropriate injunctive relief, the Defendants will continue its practices. The Defendants' uniform conduct towards Applicants and the other members of the Class makes certification under 571 CPC appropriate;

103. In addition, given the costs and risks inherent in an action before the courts, many people will hesitate to institute an individual action against the Defendants. Even if the class members themselves could afford such individual litigation, the court system could not as it would be overloaded. Further, individual litigation of the factual and legal issues raised by the conduct of the Defendants would increase delay and expense to all parties and to the court system;

104. These facts demonstrate that it would be impractical, if not impossible, to contact each and every member of the class to obtain mandates and to join them in one action;

105. In these circumstances, a class action is the only appropriate procedure for all of the members of the class to effectively pursue their respective rights and have access to justice;

#### **H. QUESTIONS**

106. The identical, similar, or related questions of law or fact between each member of the Class and the Defendants which the Applicants wish to have decided by the class action are:

- a) Do the Defendants owe the class members a duty of care to investigate, respond to and/or sanction students, student organizations, faculty, and/or staff for anti-Semitic misconduct on the Concordia University campuses?
- b) Did the Defendants breach their contractual obligation by virtue of article 16 of the Consumer Protection Act?
- c) If the answer to common issue (a) is yes, have the Defendants failed to adhere to the duty of care owed by them to the class members?
- d) Did the Defendants violate and/or interfere with the class members' rights pursuant to the *Quebec Charter of Human Rights and Freedoms*?
- e) If the answer to common issues (a), (b), (c) and (d) are yes, has the Defendants' failure in this regard caused and/or contributed to anti-Semitic incidents at the University?
- f) If the answer to common issue (e) is yes, was this interference intentional, unlawful, reckless and/or high-handed so as to warrant punitive damages?
- g) Did the Class Members suffer harm as a result of the Defendants actions and/or omissions?
- h) Are the Defendants liable to pay damages or compensation to the Class Members?
- i) If so, what kind of damages are commonly suffered by the Class Members?

**I. NATURE OF THE ACTION AND CONCLUSIONS SOUGHT**

107. The Applicants wish to institute a class action in contractual liability for compensatory and punitive damages against the Defendants.

108. The conclusions that the Applicants wish to introduce by way of an application to institute proceedings are:

GRANT the class action of the Applicants and each of the members of the Class;

GRANT an order authorizing this action as a class proceeding and appointing D.G., A.L. and L.S. as Representative Plaintiffs of the Class;

DECLARE that the Defendant breached its duty of care to D.G., A.L. and L.S. and the Class Members at common law and violated the Class Members' rights and freedoms set out in sections 4, 10 and 11 of the Charter of Human Rights and Freedoms in respect of its failures set out herein relating to fostering an unsafe environment rife with anti-Semitic and Anti-Israel sentiments targeting Jewish students;

DECLARE and ORDER that the Defendants are required to implement policies and guidelines aimed at addressing anti-Semitic behavior on campus and providing a clear and concise grievance mechanism that is easily accessible to Jewish students on the University campus;

CONDEMN the Defendants to pay general damages temporarily evaluated at \$10,000,000.00, to be enhanced, plus interest at the legal rate as of the date of this Application;

CONDEMN the Defendants to pay punitive damages temporarily evaluated at \$5,000,000.00, to be enhanced, plus interest at the legal rate as of the date of this Application;

DECLARE the Defendants solidarily liable for the damages suffered by the Applicants and each of the members of the Class;

CONDEMN the Defendants to pay to each member of the Class a sum to be determined in compensation of the damages suffered, and ORDER collective recovery of these sums;

CONDEMN the Defendants to pay interest and additional indemnity on the above sums according to law from the date of service of the application to authorize a class action;

ORDER the Defendants to deposit in the office of this court the totality of the sums which forms part of the collective recovery, with interest and costs;

ORDER that the claims of individual Class Members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

ORDER collective recovery of the damages claimed herein, and the liquidation of the Class members claims pursuant to articles 595 to 598 of the C.C.P.;

CONDEMN the Defendants to pay the costs incurred for investigations undertaken to establish their liability, including the fees and disbursements of the lawyers; and

CONDEMN the Defendants to bear the costs of the present action including expert and notice fees;

PERMIT the use of pseudonyms for the identification of the Applicant and of the Class members in the proceedings, exhibits and/or all other documents filed into the Court record, in order to protect their identities;

DECLARE that all Class members that have not requested their exclusion from the Class in the prescribed delay will be bound by any judgement to be rendered on the Class action to be instituted;

RENDER any other order that this Honourable court shall determine and that is in the interest of the members of the Class;

## **J. JURISDICTION AND VENUE**

109. The Applicants request that they be attributed the status of representative of the Class members;

110. The Applicants are members of the class;

111. The Applicants are ready and available to manage and direct the present action in the interest of the members of the class that they wish to represent and is determined to lead the present dossier until a final resolution of the matter, the whole for the benefit of the class, as well as, to dedicate the time necessary for the present action before the Courts of Quebec, as the case may be, and to collaborate with her attorneys;

112. Applicants have the capacity and interest to fairly and adequately protect and represent the interest of the members of the class;

113. Applicants have given the mandate to his attorneys to obtain all relevant information with respect to the present action and intends to keep informed of all developments;

114. Applicants, with the assistance of their attorneys, are ready and available to dedicate the time necessary for this action and to collaborate with other members of the class and to keep them informed;

115. Applicants are in good faith and have instituted this action for the sole goal of having their rights, as well as the rights of other class members, recognized and protected so that they may be compensated for the damages that they have suffered as a consequence of Defendants' conduct;

116. The facts and issues related herein justify the intervention of the courts as a result of fundamental breaches of law and a blatant, studied and intentional failure to respect the basic principles of natural rights and justice which the internal university grievance and appeal procedures, now tainted and ineffective, are incapable of remedying;

117. Applicants understand the nature of the action;

118.Applicants' interests are not antagonistic to those of other members of the class;

119.Applicants suggest that this class action be exercised before the Superior Court of justice in the district of Montreal;

120.A great number of the members of the class reside in the judicial district of Montreal and in the appeal district of Montreal;

121.The Applicants' attorneys practice their profession in the judicial district of Montreal;

122.The present application is well founded in fact and in law;

**FOR THESE REASONS, MAY IT PLEASE THE COURT:**

**GRANT** the present application;

**AUTHORIZE** the bringing of a class action in the form of an application to institute proceedings in damages, injunctive relief, and declaratory relief;

**APPOINT** the Applicants as representatives of the persons included in the class herein described as:

- a. All Jewish students currently enrolled at Concordia University;
- b. All Jewish students who attended Concordia University within the last three years but are no longer students at the University;
- c. All Jewish faculty and staff members currently employed at Concordia University;
- d. All Jewish faculty and staff members who were employed by Concordia University within the last three years but are no longer faculty and staff members at the University;

**IDENTIFY** the principle issues of fact and law to be treated collectively as the following:

- a) Do the Defendants owe the class members a duty of care to investigate, respond to and/or sanction students, student organizations, faculty, and/or staff for anti-Semitic misconduct on the Concordia University campuses?
- b) Did the Defendants breach their contractual obligation by virtue of article 16 of the Consumer Protection Act?
- c) If the answer to common issue (a) is yes, have the Defendants failed to adhere to the duty of care owed by them to the class members?
- d) Did the Defendants violate and/or interfere with the class members' rights pursuant to the Quebec Charter of Human Rights and Freedoms?
- e) If the answer to common issues (a), (b), (c) and (d) are yes, has the Defendants' failure in this regard caused and/or contributed to anti-Semitic incidents at the University?
- f) If the answer to common issue (e) is yes, was this interference intentional, unlawful, reckless and/or high-handed so as to warrant punitive damages?

- g) Did the Class Members suffer harm as a result of the Defendants actions and/or omissions?
- h) Are the Defendants liable to pay damages or compensation to the Class Members?
- i) If so, what kind of damages are commonly suffered by the Class Members?

**IDENTIFY** the conclusions sought by the class action to be instituted as being the following:

GRANT the class action of the Applicants and each of the members of the Class;

GRANT an order authorizing this action as a class proceeding and appointing D.G., A.L. and L.S. as Representative Plaintiffs of the Class;

DECLARE that the Defendant breached its duty of care to D.G., A.L., L.S. and the Class Members at common law and violated the Class Members' rights and freedoms set out in sections 4, 10 and 11 of the Charter of Human Rights and Freedoms in respect of its failures set out herein relating to fostering an unsafe environment rife with anti-Semitic and Anti-Israel sentiments targeting Jewish students;

DECLARE and ORDER that the Defendants are required to implement policies and guidelines aimed at addressing anti-Semitic behavior on campus and providing a clear and concise grievance mechanism that is easily accessible to Jewish students on the University campus;

CONDEMN the Defendants to pay general damages temporarily evaluated at \$10,000,000.00, to be enhanced, plus interest at the legal rate as of the date of this Application;

CONDEMN the Defendants to pay punitive damages temporarily evaluated at \$5,000,000.00, to be enhanced, plus interest at the legal rate as of the date of this Application;

DECLARE the Defendants solidarily liable for the damages suffered by the APPLICANT and each of the members of the Class;

CONDEMN the Defendants to pay to each member of the Class a sum to be determined in compensation of the damages suffered, and ORDER collective recovery of these sums;

CONDEMN the Defendants to pay interest and additional indemnity on the above sums according to law from the date of service of the application to authorize a class action;

ORDER the Defendants to deposit in the office of this court the totality of the sums which forms part of the collective recovery, with interest and costs;

ORDER that the claims of individual Class Members be the object of collective liquidation if the proof permits and alternately, by individual liquidation;

ORDER collective recovery of the damages claimed herein, and the liquidation of the Class members claims pursuant to articles 595 to 598 of the C.C.P.;

CONDEMN the Defendants to pay the costs incurred for investigations undertaken to establish their liability, including the fees and disbursements of the lawyers; and

CONDEMN the Defendants to bear the costs of the present action including expert and notice fees;

PERMIT the use of pseudonyms for the identification of the Applicants and of the Class members in the proceedings, exhibits and/or all other documents filed into the Court record, in order to protect their identities;

DECLARE that all Class members that have not requested their exclusion from the Class in the prescribed delay will be bound by any judgement to be rendered on the Class action to be instituted;

RENDER any other order that this Honourable court shall determine and that is in the interest of the members of the Class;

**DECLARE** that all members of the Class that have not requested their exclusion, be bound by any judgment to be rendered on the class action to be instituted in the manner provided for by the law;

**FIX** the delay of exclusion at thirty (30) days from the date of the publication of the notice to the members, date upon which the members of the Class that have not exercised their means of exclusion will be bound by any judgment to be rendered herein;

**ORDER** the publication of a notice to the members of the group in accordance with article 579 C.C.P. within sixty (60) days from the judgment to be rendered herein in The Montreal Gazette and La Presse;

**ORDER** that said notice be available on the Defendants' websites, Facebook pages, and Twitter accounts;

**ORDER** that said notice be sent by individual letters emailed and/or mailed to Class Members by using the Defendants' student list;

**RENDER** any other order that this Honourable Court shall determine and that is in the interest of the members of the class;

**THE WHOLE** with costs, including all publication and dissemination fees;

Montreal, November 16<sup>th</sup> 2023




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**DE LOUYA MARKAKIS**

*Ad Litem* Attorneys for APPLICANTS  
*Per: Me Eric De Louya & Me Tom Markakis*  
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Montreal, November 16<sup>th</sup> 2023



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## SUMMONS

(Art. 145 and following of the *Civil Code of Procedure*)

### FILING OF A JUDICIAL APPLICATION

Take notice that the APPLICANTS have filed this *APPLICATION TO AUTHORIZE THE BRINGING OF A CLASS ACTION & TO APPOINT THE APPLICANT AS REPRESENTATIVE* in the office of the Superior Court of Quebec in the judicial district of Montreal.

### DEFENDANT'S ANSWER

You must answer the application in writing, personally or through a lawyer, at the **Montreal Courthouse** situated at **1 rue Notre-Dame Est, Montreal, Quebec, H2Y 1B6** within **fifteen (15)** days of service of the application or, if you have no domicile, residence or establishment in Québec, **within thirty (30) days**. The answer must be notified to the APPLICANTS' lawyer or, if the APPLICANT is not represented, to the APPLICANTS.

### FAILURE TO ANSWER

If you fail to answer within the time limit of fifteen (15) or thirty (30) days, as applicable, a default judgement may be rendered against you without further notice and you may, according to the circumstances, be required to pay the legal costs.

### CONTENT OF ANSWER

In your answer, you must state your intention to;

- negotiate a settlement;
- propose mediation to resolve the dispute;
- defend the application and, in the cases required by the Code, cooperate with the APPLICANT in preparing the case protocol that is to govern the conduct of the proceeding. The protocol must be filed with the court office in the district specified above within 45 days after service of the summons or, in family matters or if you have no domicile, residence or establishment in Québec, within 3 months after service;
- propose a settlement conference.

The answer to the summons must include your contact information and, if you are represented by a lawyer, the lawyer's name and contact information.

### CHANGE OF JUDICIAL DISTRICT

You may ask the court to refer the originating application to the district of your domicile or residence, or of your elected domicile or the district designated by an agreement with the APPLICANTS.

If the application pertains to an employment contract, consumer contract or insurance contract, or to the exercise of a hypothecary right on an immovable serving as your main residence, and if you

are the employee, consumer, insured person, beneficiary of the insurance contract or hypothecary debtor, you may ask for a referral to the district of your domicile or residence or the district where the immovable is situated or the loss occurred. The request must be filed with the special clerk of the district of territorial jurisdiction after it has been notified to the other parties and to the office of the court already seized of the originating application.

### **TRANSFER OF APPLICATION TO SMALL CLAIMS DIVISION**

If you qualify to act under the rules governing the recovery of small claims, you may also contact the clerk of the court to request that the application be processed according to those rules. If you make this request, the APPLICANTS' legal costs will not exceed those prescribed for the recovery of small claims.

### **CALLING TO A CASE MANAGEMENT CONFERENCE**

Within twenty (20) days after the case protocol mentioned above is filed, the court may call you to a case management conference to ensure the orderly progress of the proceeding. Failing this, the protocol is presumed to be accepted.

### **NOTICE OF PRESENTATION OF AN APPLICATION**

If the application is an application in the course of a proceeding or an application under Book III, V, excepting an application in family matters mentioned in article 409, or VI of the Code, the establishment of a case protocol is not required; however, the application must be accompanied by a notice stating the date and time it is to be presented.

Montreal, November 16<sup>th</sup> 2023

Montreal, November 16<sup>th</sup> 2023



*Eidelmann Law Inc.*

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**DE LOUYA MARKAKIS**  
*Ad Litem* Attorneys for APPLICANTS

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**EIDELMANN LAW INC**  
*Ad Litem* Attorneys for APPLICANTS



**NOTICE OF PRESENTATION**  
(Articles 146 and 574 al.2 C.P.C.)

TO: **CONCORDIA UNIVERSITY**, a legal person having its office at 1455 De Maisonneuve Boulevard, Unit GM-620, in the city and district of Montreal, province of Quebec, H3G 1M8;

-and-

**CONCORDIA STUDENT UNION**, a legal person having its office at 1455 De Maisonneuve Boulevard, Unit H711, in the city and district of Montreal, province of Quebec, H3G 1M8;

**TAKE NOTICE** that the present *APPLICATION TO AUTHORIZE THE BRINGING OF A CLASS ACTION & TO APPOINT THE APPLICANT AS REPRESENTATIVE* will be presented before one of the Honorable Judges of the Superior Court of Quebec, at the Montreal courthouse, located at 1, rue Notre-Dame Est, in the city and District of Montreal, on the date set by the coordinator of the class actions chamber.

**PLEASE ACT ACCORDINGLY.**

Montreal, November 16<sup>th</sup> 2023



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**DE LOUYA MARKAKIS**  
*Ad Litem* Attorneys for APPLICANTS

Montreal, November 16<sup>th</sup> 2023



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**EIDELMANN LAW INC**  
*Ad Litem* Attorneys for APPLICANTS

COUR SUPÉRIEURE  
(Chambre des Actions Collectives)  
DISTRICT DE MONTRÉAL

16 NOV. 2023

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Action collective

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Lucret par CHEMODANOVA, KAMIL  
& 16/11/2023 à 13820

Et.

D.G., 428, Saint-Pierre, suite 101, Montreal, Quebec, H2Y 2M5;

-and- A.L., 428, Saint-Pierre, suite 101, Montreal, Quebec, H2Y 2M5;

-and- L.S., 428, Saint-Pierre, suite 101, Montreal, Quebec, H2Y 2M5;

**APPLICANTS**

-vs-

CONCORDIA UNIVERSITY, 1455 De Maisonneuve Boulevard, Unit GM-620, Montreal, Quebec, H3G 1M8;

-and- CONCORDIA STUDENT UNION, 1455 De Maisonneuve Boulevard, Unit H711, Montreal, Quebec, H3G 1M8;

**DEFENDANTS**

APPLICATION TO AUTHORIZE THE BRINGING OF A CLASS ACTION & TO APPOINT THE APPLICANTS AS REPRESENTATIVES

(Art. 571 and following of the Civil Code of Procedure)

ORIGINAL  COPIE: COUR

Avocat(s) : M<sup>e</sup> Eric De Louya & M<sup>e</sup> Tom Markakis  
Notre dossier: ED-A-704.1



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