

**CANADA**

**PROVINCE OF QUÉBEC  
DISTRICT OF LONGUEUIL**

**N° : 505-06-000023-205**

**S U P E R I O R C O U R T**  
**( Class Action Division)**

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**STÉPHANIE BERNARD**

**&**

**PIERRE-ANDRÉ FOURNIER**

*Petitioners*

**v.**

**COLLÈGE CHARLES-LEMOYNE DE  
LONGUEUIL INC. & al.**

*Respondents*

**APPLICATION BY RESPONDENT COLLEGE PREP INC. (COLLÈGE PREP  
INT'L), FOR AUTHORISATION TO SUBMIT RELEVANT EVIDENCE**

(Article 574(3) of the Code of Civil Procedure)

**TO THE HONOURABLE PIERRE-C. GAGNON, S.C.J., DESIGNATED  
JUDGE IN THIS INSTANCE, SITTING IN AND FOR THE CLASS ACTION  
DIVISION OF THE DISTRICT OF LONGUEUIL, THE RESPONDENT  
COLLEGE PREP INC. (COLLÈGE PREP INTR'L) RESPECTFULLY  
SUBMITS THE FOLLOWING :**

**A. PURPOSE OF THE PRESENT APPLICATION**

1. Respondent College Prep Inc., (Collège Prep Int'l) seeks leave to submit relevant evidence at the hearing of the Petitioners' *Demande d'Autorisation d'Exercer une action collective*;
2. The evidence that the Respondent College Prep Inc., (Collège Prep Int'l) wishes to submit will enable the Court to appropriately consider and determine whether the authorisation criteria set out in article 575 of the Code of Civil Procedure have been fulfilled;

3. The Court may allow evidence if it is relevant and appropriate and this, to assess whether the Petitioners alleged facts justify the conclusions sought;

**B. PROPOSED CLASS ACTION BY PETITIONERS**

4. On July 6th, 2020, the Petitioners filed an Application for Authorisation to institute a class action in order to obtain permission to institute a class action on behalf of the following group :

*« Toutes les personnes qui sont parties à un contrat avec une des Écoles Défenderesses et ont payé des frais de scolarité pour des services d'enseignements en personne à temps plein au primaire ou au secondaire en formation générale pour une personne mineure concernant l'année scolaire débutant en 2019 et concernant les années scolaires subséquentes le cas échéant jusqu'à la reprise de l'enseignement en personne à temps plein;*

*ou tout autre membre tel que déterminé par la Cour;*

the whole as it appears from the Application for Authorisation, paragraph 3;

5. Respondent College Prep Inc., (Collège Prep Int'l) intends to contest the Application for Authorisation to institute a class action;
6. The Petitioners allege that due to the pandemic and the imposed sanitary measures which resulted in school closing orders issued by the Quebec Government, the Respondents did not fulfill their contractual obligations of offering sufficient and quality education to their students during the pandemic period and the remainder of the 2019-2020 school year, namely, from March 2020 to June 2020;

7. As a result, Petitioners are claiming for themselves and for each member of the group one of the following remedies:
  - a) condemnation to compensatory damages, including but not limited to, additional fees for care, loss of salary or remuneration for assuring the care of their children during the pandemic and fees associated to meals for the children;
  - b) a reduction of tuition fee already paid to the Respondents or to be paid;
  - c) resiliation of their contract with Respondents;
  - d) damages for moral prejudice;
  - e) cancellation and nullity of their contract with Respondents;
  - f) all other remedy the Court decrees as just;

**C. RELEVANT EVIDENCE TO BE PRESENTED BY RESPONDENT COLLEGE PREP INC., (COLLÈGE PREP INT'L)**

8. Respondent College Prep Inc., (Collège Prep Int'l) seeks authorisation to submit in the court record the following evidence :
  - a) A sworn declaration which will outline Respondent College Prep Inc.'s, (Collège Prep Int'l) educational services, the measures instituted during the pandemic and the procedures and results of the 2019-2020 school year end, **Annex A-DF-51**;
  - b) A copy of the model contract signed with each parent for the 2019-2020 school year, **Annex B-DF-51**;

**D. NECESSITY OF THE RELEVANT EVIDENCE TO BE ADDUCED BY THE RESPONDENT**

9. The relevant evidence Respondent College Prep Inc.'s, (Collège Prep Int'l) seeks to present will allow for a full and complete comprehension of the file and rectify vague and incomplete allegations in the Application for Authorisation to institute a class action;

10. The relevant evidence Respondent College Prep Inc.'s, (Collège Prep Int'l) seeks to present is pertinent and appropriate to respond to the Petitioner's allegations as it will provide an accurate picture of the relationship between the parties and ultimately demonstrate that the criteria of article 575 Ccp are not met, namely:

**I. 575(1) Ccp :**

- a) to determine whether collectively each Respondent has derogated its contractual obligations vis-à-vis each group member;
- b) to determine whether collectively what each Respondents' contractual obligation is with each group member; ;
- c) to determine the common questions with regards to each Respondent and each group member and the common conclusions sought;
- d) To determine the definition of the proposed group;

**II. 575(2) Cpc**

- a) To determine whether there is sufficient facts to justify the conclusions sought;

**III. 575(3) Cpc**

- a) To determine whether Petitioners' inquiry was sufficient prior to summoning Respondents;

**IV. 575(4) Cpc**

- a) To determine whether Petitioners may properly represent class member;

**E. CONCLUSION**

11. The evidence submitted by the Respondent College Prep Inc.'s, (Collège Prep Int'l) is relevant, appropriate and required by Respondent College Prep Inc.'s, (Collège Prep Int'l) in order to respond to the allegations contained in the Petitioners' Application for Authorisation to institute a class action;

12. The evidence submitted by Respondent College Prep Inc.'s, (Collège Prep Int'l) will allow this Court to determine whether the criteria of article 575 Ccp have been met and whether or not authorisation should be granted;
13. The evidence submitted by Respondent College Prep Inc.'s, (Collège Prep Int'l) and the present Application respect articles 18 and 19 of the Ccp;
14. It is in the interest of the parties and in the interest of justice that the relevant evidence to be submitted by Respondent College Prep Inc.'s, (Collège Prep Int'l) be authorised by this Court and heard at the hearing for the Application for Authorisation to institute a class action;

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

**GRANT** the present Application by Respondent College Prep Inc.'s, (Collège Prep Int'l) for authorisation to submit relevant evidence ;

**AUTHORISE** Respondent College Prep Inc.'s, (Collège Prep Int'l) to file the following evidence at the hearing of the Application for authorisation to institute a class action, namely:

- a) sworn declaration, **Annex A-DF-51**;
- b) a copy of the model contract signed with each parent for the 2019-2020 school year, **Annex B-DF-51**;

**THE WHOLE**, with costs to follow.

Montréal, January 6th, 2021

  
\_\_\_\_\_

**MERCADANTE DIPACE**

Attorneys for Respondent College Prep  
Inc.'s, (Collège Prep Int'l)

**Me Dominic Bianco**

Tél. : 514-326-3300

Email : dbianco@mercadante.ca

**NOTICE OF PRESENTATION**

**TO : Me Jérémie John Martin  
Me Sébastien A. Paquette  
CHAMPLAIN AVOCATS**

Attorneys for the Petitioners

**TO: Me Vincent de l'Étoile  
Me Yann Bernard  
Me Élisabeth Neelin  
LANGLOIS AVOCATS, S.E.N.C.R.L.**

Attorneys for Defendants : Collège Charles-Lemoyne de Longueuil Inc., Académie chrétienne Rive-Nord Inc., Académie des Sacrés-Coeurs, Académie François-Labelle, Académie Lavalloise, Académie Louis-Pasteur, Académie Marie-Laurier Inc., Académie Michèle-Provost Inc., L'Académie Sainte-Thérèse Inc., Centre académique Fournier Inc., Collège Beaubois, Collège Boisbriand 2016, Collège Charlemagne Inc., Collège Citoyen, Collège d'Anjou Inc., Collège de Montréal, Collège Durocher Saint-Lambert, Le Collège Français Primaire Inc., Collège Héritage de Châteauguay Inc., Le Collège Français (1965) Inc., Collège international Marie de France, Collège Jacques-Prévost, La Corporation du Collège Jean-de-Brébeuf, Collège Jean-Eudes Inc., Collège Laval, Collège Letendre, Collège de Mont-Royal, Le Collège Mont-Saint-Louis, association coopérative, Collège Notre-Dame, Collège Notre-Dame-de-Lourdes, École Pasteur S.S.B.L., Collège Reine-Marie, Collège Sainte-Anne, Collège Sainte-Marcelline, Collège Saint-Hilaire Inc., Collège Saint-Paul, Collège Saint-Sacrement, Collège Saint-Jean-Vianney, Collège Trinité, Collège Ville-Marie, École Armen-Québec de l'Union générale arménienne de bienfaisance, École Augustin Roscelli, École Charles Perreault (Laval), École Charles Perreault (Pierrefonds), Institut d'enseignement Dar Al Iman, École primaire JMC Inc., Association Le savoir, École Le Sommet, École Les Trois Saisons Inc., École Marie-Clarac, École Montessori de Laval (9208-6511 Québec Inc.), École Montessori International Montréal Inc., École Notre-Dame de Nareg, École Sainte-Anne, École Saint-Joseph (1985) Inc., École secondaire Duval Inc., Montréal Mosque, École Vision Terrebonne 2007, École trilingue Vision Varennes, École Vanguard Québec Limitée, ÉDU2, Externat Mont-Jésus-Marie, Externat Sacré-Coeur, L'école arménienne Sourp Hagop, L'école des Premières Lettres, Pensionnant du Saint-nom-de-Marie, Pensionnat Notre-Dame-des-Anges, Villa-Maria, Villa Sainte-Marcelline, École au Jardin Bleu, Académie culturelle de Laval, Académie Marie-Claire, Collège Régina Assumptia (1995), Communauté Hellénique du Grand Montréal, Académie Kuper inc., Académie St-Margaret inc., Centre François Michelle, École Lucien Guilbault inc., Académie Juillet S.A., Centre académie de

Lanaudière, Centre d'intégration scolaire inc., École Marie-Gibeau inc., Église adventiste du septième jour - Fédération du Québec, École Montessori de Blainville.

**TO: Me Eric Azran  
Stikeman Elliot, S.E.N.C.R.L.**

Attorneys for: École Akiva, United Talmud Torah of Montréal Inc., Talmud Torah, École Beth Jacob de Rav Hirschprung, École de Formation Hébraïque, L'Académie Hébraïque Inc., Les Écoles juives populaires et les Écoles Peretz Inc., École Maïmonide, Académie Solomon Schechter, Académie Yésiva Yavné, École de formation hébraïque de la congrégation Beth Tikvah

**TO : Me Joey Zukran  
LPC Avocat Inc.**

**Me Jean El-Masri  
El-Masri Avocat Inc.**

Attorneys for : École Beth Rivkah pour filles, École communautaire Belz, Séminaire Bnot Jérusalem, École primaire Mesifita du Canada

**TO : Me Marie-Andrée Mallette, avocate**

Attorneys for : École la Nouvelle Vague

**TO : Me Eric Vallières  
Cabinet McMillan, S.E.N.C.R.L.**

Attorneys for : École buissonnière, Centre de formation artistique Inc.

**TO: Me Laurence Ste-Marie  
Me Richard Vachon  
Cabinet Woods, S.E.N.C.R.L.**

Attorneys for : Collège Jean de la Mennais

**TO: Me Bernard Larocque  
Me Laurence Bich-Carrière  
Lavery DE BILLY, S.E.N.C.R.L.**

Attorneys for : Collège Stanislas Inc.

**TO : Me Michael Heller  
Heller & associés**

Attorneys for : Académie Kells

**TO : Me Anne Merminod  
Me Patrick Trent  
Borden Ladner Gervais S.e.n.c.r.l.**

Attorneys for : Alexander Von Humboldt École Internationale Allemande inc.,  
L'Académie Centennial, Société des Religieuses de Notre-Dame de Sion,  
École Chrétienne Emmanuel, Lower Canada College, École Secondaire Loyola,  
École Miss Edgar et Miss Cramp, The Priory School inc., L'École St-Georges  
de Montréal inc., Selwyn House Association, L'École Sacré-Coeur de Montréal,  
The Study Corporation, Collège Trafalgar pour filles et Collège de l'Ouest de  
l'Île inc.

**TO : Me Normand Pépin**  
Attorneys for : École Ali Ibn Abi Talib

**TAKE NOTICE** that the present Application for Authorization to submit relevant evidence will be presented for adjudication before the Honourable Pierre-C. Gagnon, J.C.S, at a date, time and room to be determined, at the Longueuil Courthouse situated at 1111, boulevard Jacques-Cartier East, Longueuil, Quebec. J4M 2J6.

**DO GOVERN YOURSELF ACCORDINGLY**



**ANNEX A-DF-51  
SWORN DECLARATION**

**CANADA**

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DISTRICT OF LONGUEUIL**

**N° : 505-06-000023-205**

**SUPERIOR COURT  
(Class Action Division)**

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**STÉPHANIE BERNARD**

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**COLLÈGE CHARLES-LEMOYNE DE  
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**SWORN DECLARATION FOR COLLEGE PREP INC. (COLLÈGE PREP  
INT'L)**

I, the undersigned, **URSULENE MORA**, domiciled and residing at 5275, Kensington avenue, Montreal, Quebec do hereby solemnly affirm the following:

1. I am president and secretary for the Respondent College Prep Inc., (Collège Prep Int'l);
2. Respondent College Prep Inc., (Collège Prep Int'l) is an English private school which offers educational services at the primary level for grades 5 and 6 and at the secondary level for grades 7 to 11;
3. The curriculum for the primary level students is composed of English language studies, mathematics, secondary French language studies, science, ethics and religious culture, social studies, music, visual arts, and physical and health education;
4. The curriculum for secondary 1, 2 and 3 students is composed of English language studies, mathematics, secondary French language studies, science and technology, ethics and religious culture, history and citizenship, geography, music, visual arts, and physical and health education:

5. The curriculum for secondary 4 students is composed of English language studies, mathematics with science option, secondary French language studies, ethics and religious culture, history and citizenship, music, visual arts, physical and health education and career planning;
6. The curriculum for secondary 5 students is composed of English language studies, mathematics with science option, math cultural social and technological, secondary French language studies, chemistry, physics, ethics and religious culture, music, visual arts, drama, physical and health education, financial planning and contemporary world.
7. There are traditional classes of no more than 15 to 18 students per class;
8. Teachers use traditional teaching methods and modern practice methodology to engage students in the learning process. Strategic use of technology such as Smart white boards and touch recognition displays are employed for a dynamic visual presentation;
9. Respondent College Prep Inc., (Collège Prep Int'l) offers optional after school programs and the mandatory supervision of students during the lunch periods, recesses and the occasional trips organised by the school;
10. Each parent signs a contract of educational services with Respondent College Prep Inc., (Collège Prep Int'l), the whole as it appears from a copy of the sample contract communicated herein as **Annex B-DF-51**;
11. For the 2019-2020 school year, the Respondent College Prep Inc. (Collège Prep Int'l) had 125 students;
12. For the 2019-2020 school year, the Respondent College Prep Inc., (Collège Prep Int'l) had 15 teachers;
13. The 2019-2020 school year began September 3rd, 2019 and ended June 17th, 2020;(final school report distribution day)
14. Due to the Covid-19 pandemic, on Friday March 13th, 2020 the Quebec Government issued the 177-2020 decree which ordered the immediate suspension of all educational activities offered by the Respondent College Prep Inc., (Collège Prep Int'l);
15. Respondent College Prep Inc., (Collège Prep Int'l) denied access to its students from Friday March 13th, 2020 until further notice from the Quebec Government;

16. Monday March 16<sup>th</sup>, 2020 was a pedagogical day ;
17. As of Tuesday March 17<sup>th</sup>, 2020, classes resumed via Google Meet for all students;
18. No student has been denied educational services due to Covid-19 and the curriculum has been fully and completely taught to each and every student; total teaching day 181 as required by the Government of Quebec
19. There has been no interruption of educational services due to Covid-19;
20. Each student was required to log in @ regular class time 8:30 am to 3 pm interactive following the daily class schedule.
21. On May 14<sup>th</sup>, 2020, the Quebec Government further decreed that educational institutions like the Respondent College Prep Inc., (Collège Prep Int'l) remain closed and thereby continue to deny physical access to its students until the end of the 2019-2020 school year;
22. Consequently, Respondent College Prep Inc., (Collège Prep Int'l) continued to dispense its curriculum to its students via Google Meet per schedule.
23. Some classes were also recorded in order to allow students to return to them for additional explanations at their leisure;
24. From March 13<sup>th</sup>, 2020 until the end of the school year, students were also granted a personalised access to their teacher, and this, as had always been the case due to the small classes;
25. Teachers were accessible via Google Meet and meetings were set for one on one interaction;
26. Students were also granted pedagogical activities during the pandemic;
27. Considering the school's history of embracing technology and its teaching methods, the school was already equipped with the technological tools to allow optimal access to students and the continuation of its services;
28. Teachers and administrative staff would meet every week via Google Meet to discuss the experience and any changes required in teaching methods;


29. Our technical staff was available throughout the closure and parents were communicated by email.
30. In light of the foregoing, despite the pandemic and the sanitary measures decreed by the Quebec government, Respondent College Prep Inc.'s (Collège Prep Int'l) quick reaction and measures resulted in the curriculum being completely taught to each student for the 2019-2020 school year and in maintaining the status quo in personnel, financial viability and student success/pass rate;
31. The 2019-2020 school year ended June 17, 2020, with a student pass rate of 100%. Exams ended June 5, Report Days on June 15, 16 and 17.
32. Graduate students celebrated their ceremony by Google platform. A video was made with Graduates in full cap + gown plus year activities as remembrance. A Mosaic was made and distributed to each Graduate with no cost to students. School absorbed the total cost of technological launching.
33. Additional credits were given to returning students as a good will gesture.
34. All the facts alleged in the present sworn declaration are true and exact;

**AND I HAVE SIGNED:**

  
**URSULENE MORA**

SOLEMNLY AFFIRMED before me in Montreal,

this 6<sup>th</sup> day of January 2021

  
\_\_\_\_\_  
Commissioner of Oaths for Québec



**ANNEX B-DF-51**  
**COPY OF MODEL CONTRACT**

**CONTRACT DES SERVICES EDUCATIFS / CONTRACT OF EDUCATIONAL SERVICES 2019/2020**

**Section 1 Identification de l'élève / Student Identification**

School Number 2019

PERMANENT CODE \_\_\_\_\_

Family Name \_\_\_\_\_ First Names \_\_\_\_\_ Date of Birth \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
 Day Month Year

Place of Birth (City) \_\_\_\_\_ Nationality \_\_\_\_\_ Mother Tongue \_\_\_\_\_ Religion \_\_\_\_\_ Sex (M/F) \_\_\_\_\_

Grade Desired at Prep \_\_\_\_\_ Language of Instruction \_\_\_\_\_ Last School Attended \_\_\_\_\_ Grade \_\_\_\_\_ Date Completed \_\_\_\_\_

**Adresse de l'élève / Student Address**

Number \_\_\_\_\_ Street \_\_\_\_\_ Apt.# \_\_\_\_\_ City \_\_\_\_\_ Province \_\_\_\_\_

Postal Code \_\_\_\_\_ Telephone Home \_\_\_\_\_ Business \_\_\_\_\_ Emergency \_\_\_\_\_

**Identification des Parents / Parent Identification**

Father - Family Name \_\_\_\_\_ First Names \_\_\_\_\_ Place of Birth \_\_\_\_\_

Mother- Maiden Name \_\_\_\_\_ First Names \_\_\_\_\_ Place of Birth \_\_\_\_\_

COPY FOR DOMINIC BONE

**Section 2 Frais de scolarité et Plan du paiement  
 Schedule of Fees and Payment Plan**

- All cheques should be made payable to *Collège Prep International*. Fees are due and payable on the dates shown below.
- **Application + Registration fee** : A \$50.00 + 200.00 non-refundable fee is paid upon submitting an application.
- **Book fees**: \$500.00 includes all workbooks and loan of texts.
- Cancellations received after opening day are subject to a \$500.00 indemnity fee.
- All applications are subject to review at the end of each Academic year.
- The school may accept students after the school year has commenced. In these cases, the fee is arranged through the Secretary-Treasurer who will also advise parents of the method of payment.
- The school reserves the right to make changes in the published scale of fees at its discretion.
- **Hot lunches are subsidized. Students pay \$550.00 per year.**
- Above fees are paid upon acceptance. **The above charges are not part of the fee schedule.**
- **Sports activities will be billed separately. The schedule will be distributed on Orientation day, August 30<sup>th</sup>**

*Regular schedule begins September 3<sup>rd</sup>*

Group	Tuition Fee	Plan A	Plan B	Due Dates
SECONDARY I, II, III, IV, V	[REDACTED]	[REDACTED]	1 <sup>st</sup> [REDACTED]	Aug. 30, 2019
			2 <sup>nd</sup> [REDACTED]	Nov. 8, 2019
			3 <sup>rd</sup> [REDACTED]	Jan. 31, 2020
			4 <sup>th</sup> [REDACTED]	April 3, 2020
ELEMENTARY V, VI	[REDACTED]	[REDACTED]	1 <sup>st</sup> [REDACTED]	Aug. 30, 2019
			2 <sup>nd</sup> [REDACTED]	Nov. 8, 2019
			3 <sup>rd</sup> [REDACTED]	Jan 31, 2020
			4 <sup>th</sup> [REDACTED]	April 3, 2020

No monthly plan available. No additional charges on Payment Plan A / B.

**Effective Oct. 3<sup>rd</sup>, 2018**

All school uniforms must be purchased at Top Marks Inc., 5760 Ferrier, TMR, Qc, H4P 1M7, Tel.: 514-344-5454  
 All School supplies at Bureau en Gros (store #289) 5157 Sherbrooke Street West, MTL, Qc, H4A 1T5, Tel.: 514-488-2800

**Section 3 Pour administration / For office use only**

Registration Date \_\_\_\_\_ Starting Date \_\_\_\_\_ Registration Fees \$ \_\_\_\_\_ Payment Plan \_\_\_\_\_

Approved by \_\_\_\_\_ Amount Paid \$ \_\_\_\_\_ Invoice Total \$ \_\_\_\_\_ Cancellation of Contract Date \_\_\_\_\_

**STUDENT SHOULD PROVIDE**

- Birth Certificate     Dept. of Ed. Transcript     Report of last school     Medicare Card     Other

Overseas students are required to furnish immigration documents, a copy of passport face plate, a Power of Attorney and medical insurance.

**Section 4 Règlements / Regulations**

70. L'établissement ne peut pas exiger de paiement d'un client avant de commencer à exécuter son obligation, sauf le paiement de droits d'admission ou d'inscription n'excédant pas le montant déterminé selon les règlements du ministre.

Il ne peut exiger le paiement de l'obligation du client ou, si des droits d'admission ou d'inscription ont été versés, de son solde en moins de deux versements sensiblement égaux. Les dates d'échéance des versements doivent être fixées de telle sorte qu'elles se situent approximativement au début de chaque moitié, calculée en mois, en leçons ou en unités, de la durée des services éducatifs auxquels l'élève est inscrit.

71. Le client peut, à tout moment et à sa discrétion, résilier le contrat en donnant avis à cet effet par courrier recommandé. Le contrat est résilié de plein droit à compter de la réception de l'avis.

72. Si le client résilie le contrat avant que la prestation des services n'ait été entreprise, l'établissement ne peut exiger qu'une inscription du moins élève des montants suivants: le montant maximal déterminé selon les règlements du ministre ou un montant représentant au plus un dixième du prix total convenu pour ces services.

73. Si le client résilie le contrat après que la prestation des services ait été entreprise, l'établissement ne peut exiger du client que les montants suivants:

1. Le prix des services qui lui ont été fournis calculés en mois, en leçons ou en unités et stipulés dans le contrat
2. À titre de pénalité, le montant obtenu en soustrayant les droits d'admission ou d'inscription du moins élève des montants suivants: le montant maximal déterminé selon les règlements du ministre ou un montant représentant au plus un dixième du prix total convenu pour ces services.

74. Dans les dix jours qui suivent la résiliation du contrat, l'établissement doit restituer au client les montants qu'il a reçus en excédent de ceux auxquels il a droit.

75. Le client peut demander annulation du contrat, s'il constate que l'élève a été admis aux services éducatifs contre les règles régissant l'admission à ces services.

70. No institution may require payment from a client before beginning to fulfill its obligations. This does not apply to admission or registration fees which shall not exceed the amount determined by the Ministry.

The institution may not require the client to pay the total sum due, if admission or registration fees have been paid, in less than two equal payments.

The payment dates must be fixed in such a way that they are at the beginning of each period, or in credits for the duration of the school year for which the student is registered.

71. The client may, at any time and at his discretion, cancel the contract by giving notice to that effect by registered mail. The contract shall be canceled by operation of law from the receipts of the notice.

72. If the client cancels the contract before the provision of services has begun, the institution cannot demand compensation in excess of the amount obtained by subtracting the admission or enrollment fees from the lesser of the following two amounts: the maximum amount determined in accordance with the regulations of the Minister and an amount representing not more than one tenth of the total price agreed upon for the services.

73. If the client cancels the contract after the provision of services has begun, the institution may demand only the following amounts from the client:

1. The price of the services provided calculated in months, lessons, or credits as specified in the contract.
2. As penalty, the amount obtained by subtracting the admission or enrollment fees from the lesser of the following two amounts: the maximum amount determined in accordance with the regulations of the Minister and an amount representing not more than one tenth of the total price agreed upon for the services.

74. In the ten days following the cancellation of the contract, the institution must return to the client the amounts it has received in excess of those to which it is entitled.

75. The client may demand that the contract be annulled if he becomes aware that the student was admitted to the educational services concerned in contravention of the provisions governing admission to those services.

Gazette officielle de Québec - updated to Nov. 10, 1993

**Section 5 - Authorization**

- Je soussigné(e) désire m'inscrire au cours d'études indiqué ci-dessus, aux conditions stipulées et après avoir dûment pris connaissance du présent contrat (du présent formulaire d'inscription) et des règlements (section 4).
- Cette école doit respecter la loi sur l'enseignement privé, les règlements et le régime pédagogique.
- L'établissement s'engage à ne pas céder ou vendre le contrat present
- L'école se réserve le droit de mettre fin au contrat si l'étudiant ne respecte pas les termes décrits dans le Code de Conduite de notre école.

- I wish to enroll for the course of studies shown in section 1 above, in accordance with stipulated terms; I hereby declare that I have read and understood this contract (this registration form) and the regulation in section 4 of the form.
- This school conforms to the laws governing private education and the regulations and official courses of the MEES.
- The school will not transfer or sell this contract.
- School reserves the right to terminate contract if student does not conform to the terms outlined in our Code of Conduct.

Signer le  
Signed in duplicate on \_\_\_\_\_

Parenté  
Relationship \_\_\_\_\_

Nom (en lettres moulées)  
Name (please print) \_\_\_\_\_

Signature du parent ou tuteur  
Signature of parent/guardian \_\_\_\_\_

Adresse au travail et tél.  
Business Address and Tel. \_\_\_\_\_

Signature de l'élève  
Signature of student \_\_\_\_\_

Signature  
Collège Prep International \_\_\_\_\_



**NO: 505-06-000023-205**  
**SUPERIOR COURT**  
(Class Action Division)  
**PROVINCE OF QUEBEC**  
**DISTRICT: LONGUEUIL**

**STÉPHANIE BERNARD**  
&  
**PIERRE-ANDRÉ FOURNIER**

**Plaintiffs**

**vs.**

**COLLÈGE CHARLES-LEMOYNE DE**  
**LONGUEUIL INC. ET 125 AUTRES**  
**DÉFENDERESSES**

**Defendants**

**APPLICATION BY RESPONDENT**  
**COLLEGE PREP INC. FOR**  
**AUTHORISATION TO SUBMIT**  
**RELEVANT EVIDENCE, ANNEX A & B**  
**(ART. 574(3) C.C.P)**

**ORIGINAL**

**Me DOMINIC BIANCO** BB2380

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