

SUPERIOR COURT
(Class Actions)

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

No.: 500-06-001375-258

DATE: August 4, 2026

BY THE HONOURABLE DOMINIQUE POULIN, J.S.C.

DAVID COBRIN

Applicant

v.

MCGILL UNIVERSITY

Respondent

JUDGMENT
(AUTHORIZATION OF A CLASS ACTION)

OVERVIEW

[1] This judgment authorizes plaintiff David Cobrin to institute a class action against McGill University on behalf of a group of Jewish students registered at McGill.

[2] The class members purportedly suffered damages during a series of protests which took place on McGill's campus subsequent to the events of October 7, 2023, in relation to the international conflict between Israel and Palestine. More particularly, Jewish students were reportedly the victims of antisemitic and anti-Zionist activities and speeches, harassment and intimidation. Certain were even assaulted.

[3] Mr. Cobrin blames McGill for failing to take meaningful and expeditious disciplinary actions against the protesters in order to protect the Jewish students from this

discrimination. He also raises that McGill failed its duty to enforce its policies and take reasonable action to prevent and put an end to harassment and discrimination and to ensure that students are free from violence.

[4] Universities are immune from the intervention of the courts unless exceptional circumstances justify that their decisions and actions shall be reviewed. The situation which prevailed at McGill after the events of October 7, 2023, is exceptional and complex. The facts as alleged by Mr. Cobrin and more particularly those regarding the antisemitic and anti-Zionist speeches which occupied McGill's premises and haunted the student life of the class members over a lengthy period of time, raise sufficient concern to demonstrate that the cause of action stands a chance at trial and deserves to be heard.

[5] The authorization criteria are met, and the class action is authorized. The class definition includes:

All Jewish students registered at McGill University, including undergraduate, masters, continuing education, doctoral, and post-doctoral students, between October 8, 2023, and the date of the official public notice to class members of the present judgment.

ANALYSIS

[6] Four cumulative authorization criteria are edicted by article 575 C.C.P. As the Court of Appeal recently reiterated, the authorization criteria must be interpreted broadly and generously in order to promote the objectives of the class action, namely access to justice, deterrence of harmful behaviour and compensation for victims.¹

[7] The debate concerns the two first criteria.

1. THE FACTS ALLEGED JUSTIFY THE CONCLUSIONS SOUGHT (ART. 575 (2) C.C.P.)

1.1 Principles

[8] The role of the authorization judge is to filter out frivolous or manifestly unfounded claims and not to assess the case on its merits. The inquiry aims to ensure that the respondent is not the subject of an untenable claim.²

[9] Factual allegations in the application are assumed to be true, except those that are vague, imprecise, manifestly inaccurate or otherwise contradicted. Other allegations, whether they are legal in nature, generic or general, or those that amount to an opinion,

¹ *Royer c. Capital One Bank Canada Branch*, 2025 QCCA 217, ("**Royer**"), at para. 23.

² *Sibiga c. Fido Solutions*, 2016 QCCA 1299, at para. 34.

speculation or hypothesis, constitute mere assertions that must be supported by some evidence in order to establish an arguable case.³

[10] The evidence produced by the parties may also be examined in order to verify the tenability of the allegations.⁴

[11] The judge may decide a pure question of law and interpret the applicable law in order to fulfill his or her role, but he or she must be careful not to:

- examine the probative value of the allegations or exhibits;
- rule on the legal merits of the findings of fact.⁵

[12] Mr. Cobrin faces a low burden. He only has to demonstrate a mere possibility of succeeding on the merits of his claim.⁶ The authorizing judge shall not decide on each cause of action raised by the applicant. The second criteria is satisfied as soon as one cause of action meets the threshold as regards the main object of the applicant's claim(s).⁷

1.2 The Facts Alleged and the Causes of Action

[13] Mr. Cobrin commenced his studies at McGill as a full-time undergraduate student in the Faculty of Management in the fall of 2021. He is a member of the Students' Society of McGill University (the "**SSMU**"), and part of his tuition fees were remitted to this association.

[14] He alleges that since October 8, 2023, he has been made to feel unwelcome at the university, to fear for his personal safety and that of Jewish students generally and has become scared to entrust others in the McGill community with the knowledge that he is Jewish.

[15] During the weeks following October 8, 2023, he saw huge groups of keffiyeh and mask-wearing protesters, whose entire faces were covered with the exception of their eyes, chanting antisemitic slogans and slogans inciting violence such as "*From the River to the Sea, Palestine will be Free*" and "*Intifada Now.*"

[16] On February 22, 2024, he tried to manage his way through the blockage of the entrance to the Bronfman Building, which was blocked by protesters. He was forcefully

³ *Infineon Technologies AG v. Option consommateurs*, 2013 SCC 59, (**Infineon**), at para. 134; *Tessier v. Economical, compagnie mutuelle d'assurance*, 2023 QCCA 688, (**Tessier**) at para. 27, citing *Saint Joseph's Oratory of Mount Royal v. J.J.*, 2019 SCC 35, [2019] 2 SCR 831, (**Saint Joseph's Oratory**), at paras. 59 and 60.

⁴ *Royer*, *supra* note 1, at para. 24; *Homsy c. Google*, 2023 QCCA 1220, at para. 17.

⁵ *Saint Joseph's Oratory*, *supra* note 3, para. 55.

⁶ *Davies v. Air Canada*, 2022 QCCA 1551, at paras 16 and 30. See also *Benjamin v. Credit: VW Canada inc.*, 2022 QCCA 1383, at paras. 45 and 46.

⁷ *Gauthier v. Bombardier Inc.*, 2026 QCCA 148, at paras 33 and 36.

struck and knocked to the ground by one protester wearing a surgical mask. Despite the fact that he reported the incident to a security guard and pointed to the person who assaulted him, no effort was attempted to identify the protester and follow up with disciplinary measures.

[17] He underlines that the university never issued communications to its student body about the location of student protests, and that he felt compelled to check the Instagram page of the student club Solidarity for Palestinian Human Rights (SPHR) to learn about planned and active protests on campus.

[18] Around the one-year anniversary of the events of October 7, 2023, SPHR promoted the “Week of Rage.” He witnessed hundreds of protesters breakdown and trample the barriers that had been erected to protect the surroundings. The police quickly directed everyone who was not a protester to the library, where they remained locked in until the protesters were removed. He was shocked by the chanting of antisemitic slogans and fearful for his personal safety.

[19] He pleads having been subjected to harassment, discrimination and violence while attending McGill, which has caused him to participate less in class, to reduce his studying on campus, to be fearful while participating in Jewish events on campus and to be reluctant to trust others within the McGill community.

[20] Since October 8, 2023, he feels that he has not received the full extent of the university experience to which he has a right and legitimate expectation.

[21] Mr. Cobrin bases his proposed class action on different grounds.

[22] McGill’s contractual liability. First, Mr. Cobrin invokes McGill’s contractual liability, based on a *sui generis* contract formed when a student is admitted and registered into one of its programs, a contract which is subjected to McGill’s policies.

[23] Mr. Cobrin raises different sources of contractual liability to invoke McGill’s obligations to act and protect its students from discrimination, namely:

- McGill’s *Policy on Harassment and Discrimination* approved by its Board of Governors, which enunciates McGill’s duty to take reasonable action to prevent and put an end to harassment and discrimination;⁸
- McGill’s *Charter of Student Rights* approved by its Senate, which provides that students have the right to be treated with equality, dignity and respect, including the right to be free from harassment and discrimination, that the university will take reasonable efforts to ensure that students are free from violence and to protect the personal security and health of students.⁹

⁸ Exhibit P-71, initially approved in 2005 and reviewed on May 20, 2021.

⁹ Exhibit P-69, approved on October 25, 2017.

[24] The allegations state that McGill acknowledged multiple times that its policies were violated on numerous occasions as of October 8, 2023.¹⁰ Mr. Cobrin raises a systemic failure by McGill to act in the face of unlawful and discriminatory conduct contrary to its policies. More particularly, he argues that McGill failed to take expeditious action to mitigate the harm and to discipline the violators. He raises that the University's Disciplinary Report¹¹ is silent regarding any relationship between the protests and McGill's disciplinary process.

[25] In addition to this alleged lack of disciplinary action, Mr. Cobrin blames McGill for:

- allowing SPHR to remain an official student club for nearly a year after this group praised the October 7th attack as being heroic and caused substantial improper conduct on campus;
- failing to take adequate or prompt action to either discipline the involved individuals within SPHR or to ensure that student (including Class Members) tuition was not being used to provide funding for such impugned SPHR activities;
- failing to act swiftly in reaction to student clubs' attempts to pass policies which he deems discriminatory and alienate the Jewish student from student life;¹²
- allowing antisemitic slogans and signs to be chanted, posted and displayed throughout the university
- tolerating the encampment to remain illegal on its campus for almost three months between April 2024 until July 10, 2024, despite the presence of antisemitic and anti-Zionist signs and calls for violence against Jews.¹³
- allowing mask protesters to harass and intimidate class members without compelling them to identify themselves.¹⁴

[26] Cobrin invokes that not only McGill acknowledged that its policies were infringed, but it also acknowledged the problem of antisemitism and the prejudice sustained by its students from the Jewish community.

[27] On May 27, 2024, before a Standing Committee on Justice and Human Rights of the House of Commons, President Saini acknowledged that antisemitism is a significant problem on campus.¹⁵

¹⁰ *Application for Authorization to Institute a Class Action, and to Obtain the Status of Representative, (Application for Authorization)* at paras 50, 51, 54, 55, 56, 57 and 59.

¹¹ Exhibit P-1, *Annual Report of the Code of Student Conduct and Disciplinary Procedures (2023-2024)*, Submitted by Prof. Anthony Mittermaier, Interim Dean of Students.

¹² *Application for Authorization* at paras. 31, 36 to 39, 40 to 45. In addition to tuition fees for their academic courses, students are compelled to pay for their membership in student societies and clubs (see as for example, exhibit P-80, Plaintiff's Account summary by Term).

¹³ *Application for Authorization* at paras 24j, 78 and 79.

¹⁴ *Application for Authorization* at para. 75.

¹⁵ Exhibit P-62.

[28] In October 2024, McGill filed for injunctive relief, which invoked that protesters' demonstrations caused intimidation and harassment, causing irreparable harm to its learning environment and campus climate. McGill alleged that its Jewish and Israeli communities "*have been particularly affected and alienated by the "strike" and other events at the university since October 7, 2023.*" The university acknowledged that many of its students complained of discrimination and antisemitism and were afraid to come to its campus.

[29] McGill's extracontractual liability. Mr. Cobrin raises the same facts and arguments in support of his recourse based on McGill's extracontractual liability (article 1457 CCQ) for its failure to mitigate the harm to the class by delaying to take effective measures to curtail the activities of protesters and students' clubs.

[30] Punitive damages. Mr. Corbin's claim for punitive damages rests on the *Quebec Charter*¹⁶ and, more particularly, the intentional infringement of the right to personal security (article 1), protection against harassment (article 10.1) and to equal exercise and recognition of those rights without distinction based on religion and political convictions (article 10). He raises McGill's awareness and inaction at all relevant times, while its policies were violated and class members were subjected to harassment and discrimination, which fell outside the scope of the protection afforded to the rights of free speech and association.

[31] Mr. Corbin also seeks declaratory relief regarding McGill's Policy on Harassment and Discrimination, as well injunctive relief requiring McGill to enforce its policies, which will be discussed further below.

1.3 Discussion

1.3.1 The claims for compensatory and punitive damages

[32] As regards his claims for compensatory and punitive damages, Mr. Cobrin demonstrates an arguable case. Indeed, the possibility that McGill's liability could be engaged after a complete debate on the merits, if the facts as alleged are proven, is tenable.

[33] Clearly, McGill faced a complex situation opposing various fundamental rights, including the right of its students to enjoy the freedoms of opinion, expression and peaceful assembly, as set forth by its *Charter of Students' Rights*. It pleads having denounced instances of antisemitism on its campus and having constantly adapted its responses to this unprecedented series of events, while balancing the conflicting rights of the different stakeholders.

¹⁶ *Charter of Human Rights and Freedoms*, CLRQ c C-12 [**Quebec Charter**].

[34] McGill underlines that courts have long recognized the autonomous and independent role of universities in society and show deference to universities' administrative and academic decisions. Courts will hence only interfere in university affairs in only exceptional circumstances, as, for example, when they act in bad faith, unreasonably, in a discriminatory manner, arbitrarily or in violation of the rules of natural justice.¹⁷

[35] McGill argues that the facts as alleged are not sufficient to bring the Court to conclude to the mere possibility that it acted in a manner amounting to those exceptional circumstances.

[36] More particularly, McGill raises that Mr. Cobrin fails to advance allegations of facts that demonstrate when and why McGill should have acted, what measures it should have taken and why such measures would have been more appropriate than the ones that were taken – such that a court could conclude that McGill's conduct, in difficult and rapidly changing circumstances, was in bad faith, arbitrary, abusive, or manifestly unreasonable.

[37] As regards its alleged failure to enforce its disciplinary process, McGill pleads that many of the protesters were third parties not subject to its discipline. Moreover, McGill argues that, in order to demonstrate a cause of action, Mr. Cobrin needed to refer to specific individuals and specific incidents for which McGill would have failed to enforce discipline. He also needed to allege facts amounting to bad faith or demonstrate that it acted in a discriminatory or arbitrary manner and how this failure caused harm to him or to the class members.

[38] McGill further pleads that the allegations do not plausibly convince that any specific measure it did not take would have successfully provided a safer environment for Jewish students. For example,

- the revocation of SPHR's club status in September 2024 did not stop SPHR from engaging in disruptive behaviour on campus.
- Court orders were sought to prevent SPHR from blocking buildings and intimidating, harassing or threatening community members. Provisional injunctions were issued but were not renewed in the absence of demonstration that SPHR would probably engage in misconduct within the next 10 days.
- As regards the policies passed by student clubs, there are no allegations that McGill acted in bad faith, arbitrarily or in a discriminatory manner, in exercising restraint in its dealings with the associations. More particularly, as regards the policy passed by the SSMU, which Mr. Cobrin considers antisemitic and which was

¹⁷ *Chokki c. HEC Montréal*, 2011 QCCA 175, at paras 9-10, citing *Barreau du Québec c. Boyer*, 1993 CanLII 4401 (QCCA), at 6.

blocked by an injunction, the injunction was further quashed by the Court of Appeal;

- McGill never endorsed the legitimacy of the encampment and dealt with the situation in a manner consistent with its policies. It relied first on the SPVM without success, then referred to the Court in vain for finally hiring a private firm to dismantle the encampment.

[39] McGill argues that the facts alleged are not sufficient to convince of an arguable cause of action.

[40] But the real exercise that McGill's argument calls for remains an exhaustive examination of a series of events having occurred in an exceptional context in order to accept its argument that its acts, decisions and omissions are subject to the Court's deference given the absence of exceptional circumstances. In the present instance, where the allegations detail at length the factual background which is invoked to support the cause of action over 125 paragraphs supported by 81 exhibits, the real issue is not whether the allegations are sufficient but rather if they demonstrate a mere possibility of a cause of action.

[41] As a general rule, a defence of immunity must be assessed on the merits unless the claim is frivolous on its face, as stated in *Carrier*.¹⁸

[42] In essence, Mr. Cobrin's recourse raises a systemic failure by McGill to act in the face of unlawful and discriminatory conduct contrary to its policies. He describes at length the factual context that brings him to so qualify McGill's inaction. The allegations appear to be *specific enough to allow the legal syllogism to be considered*.¹⁹ Determining the rightfulness of his pretense necessitates a thorough analysis of the evidence.

[43] In conclusion, McGill's argument constitutes a means of defence, the determination of which necessitates drawing legal conclusions by applying the law to the facts. It needs to be argued at trial.

[44] This conclusion applies to Mr. Cobrin's claim for compensatory damages, based on contractual and extracontractual liability. It also applies to his claim for punitive damages under the *Charter*, which is based on the same sources of liability. Whether the ensuing prejudice was ineluctable or extremely probable so that punitive damages are justified is a matter to be determined on the merits.

¹⁸ *Carrier v. Quebec (Attorney General)*, 2011 QCCA 1231, at para. 37.

¹⁹ *Desjardins Cabinet de services financiers inc. c. Asselin*, 2020 CSC 30, [2020] 3 RCS 298, at para. 17.

1.3.2 The claims for injunctive and declaratory reliefs

Declaratory relief

[45] Mr. Cobrin demonstrates an arguable case as regards the declaratory relief.

[46] He seeks a declaration by the Court that, *under the University's Policy on Harassment and Discrimination, it is impermissible for a student to be discriminated against on the grounds that they identify as a Zionist.*

[47] Mr. Cobrin argues having demonstrated that McGill tolerates activities on its campus that target Zionist students, for example, clubs overtly excluding Zionist students, signs stating "Zionists not welcome," slogans chanted targeting Zionists and policies which he deems to be discriminatory to Zionist students. He understands that McGill's tolerance of the above suggests that it does not consider that expression which harasses, discriminates against, and intimidates Zionist students violates its policies.

[48] He advances that the declaratory conclusion sought is necessary to resolve any ambiguity in this regard.

[49] The debate, which took place at the stage of the request for intervention filed by Independent Jewish Voices, announced that this issue is contested²⁰. Apparently, not all Jewish students would be Zionists, and some might consider that anti-Zionism would not be a form of antisemitism.

[50] The declaratory conclusion which is sought corresponds to an issue included in the main issues in litigation to be answered on the merits of the claims in damages. At the present stage, it seeks a solution to a genuinely disputed issue and does not appear to be purely hypothetical. It does not seek a legal opinion. It appears to be an accessory to the principal object of the debate and to rest on sufficient allegations of facts to be justified and be left to the decision of the judge on the merits.

Injunctive relief

[51] The conclusion for injunctive relief shall be maintained at the present stage.

[52] Mr. Cobrin seeks an order against McGill *to enforce its policies aimed at addressing antisemitic and anti-Zionist conduct and activities on its campus.*

[53] McGill pleads that this wording is imprecise and does not stipulate terms that are clear and specific to precise what has to be done to comply with the order. It is analogous to a request for an order enjoining a party to generally respect its contract, which, as a general rule, shall be avoided²¹.

²⁰ Cobrin c. McGill University, 2025 QCCS 4446.

²¹ See for example McGill University c. Kahentinetha, 2024 QCCA 1050, at para 42.

[54] Furthermore, McGill raises that the disagreement about what amounts to sufficient “enforcement” of the policies is at the heart of the proposed class action. It adds that any contempt proceedings inquiring into the adequacy of McGill’s enforcement actions will necessarily conflict with the well-established principle of deference owed towards universities’ management of their own affairs.

[55] McGill’s arguments are serious and will certainly be seriously considered on the merits. Whether an injunctive order is warranted will need to be debated in light of the evidence on the merits and after a complete debate on the issues raised by this litigation. The same conclusion applies to the specificity of its wording, which could be specified on the merits. The fact that it appears imprecise at the present stage is not a bar to its inclusion in the class action²².

2. THE CLAIMS OF THE CLASS MEMBERS RAISE IDENTICAL, SIMILAR OR RELATED ISSUES OF FACT OR LAW (ART. 575 (1) C.C.P)

2.1 The class definition

[56] The class definition must be defined clearly at the outset of the litigation. It identifies the individuals who are included as class members, who will be entitled to indemnification if the class action succeeds or who whose rights of action will be dismissed in the opposite scenario. An individual who is included in the class definition may choose to opt out of class membership if, instead of benefiting from the class action, he or she wishes to maintain individual rights of action. This is why the class definition is “critical.”²³

[57] The conditions applicable to the definition of the class have been determined as follows by the Court of Appeal in *George c. Québec (Procureur general)*:²⁴

1. The definition of the group must be based on objective criteria;
2. The criteria must be based on a rational basis;
3. The definition of the group must not be circular or imprecise;
4. The class definition must not be based on a criterion or criteria that depend on the outcome of the class action on the merits.

[58] The adequacy of the class definition must be verified in light of the purported cause of action of the proposed class action. The class must *match the reality and the scope of*

²² *Robillard c. Société canadienne des postes*, 2017 QCCS 2707, at para. 26; *Abicidan c. Bell Canada*, 2017 QCCS 1198, at para 63; *Benjamin c. Dollar Thrifty Automotive Group Canada*, 2025 QCCS 2047, at paras 66 to 68.

²³ *Western Canadian Shopping Centres Inc. v. Dutton*, 2001 SCC 46, at para. 38.

²⁴ *George c. Québec (Procureur général)*, 2006 QCCA 1204, at para. 40.

*the problem at the origin of the dispute.*²⁵ It must be limited in time, if necessary, given the nature of the class action and the evidence adduced in support of the allegations.²⁶

[59] McGill submits that the appropriate cut-off date must be no later than the date of filing the Application for Authorization, on April 8, 2025. McGill pleads that the allegations only cover the period between October 8, 2023, and that date.

[60] Mr. Cobrin rightfully raises that McGill itself invoked repeated acts of violence by SPHR during events having occurred from April 2 to April 4, 2025²⁷, which brought McGill to file, on April 8, 2025, an application for the issuance of an injunction against this organism.

[61] The application proposes a class definition which does not stipulate a cut-off date:

All Jewish students registered at McGill University since October 8, 2023, including undergraduate, masters, continuing education, doctoral, and post-doctoral students.

[62] In his application, Mr. Cobrin, under the title E. *THE FACTS GIVING RISE TO THE PERSONAL CLAIMS BY EACH OF THE MEMBERS OF THE CLASS AGAINST MCGILL* identifies the class members as being those registered at McGill between October 8, 2023, and “*the present*”:

[112] Each Class Member is a Jewish student who was registered at, and paid tuition and student fees to, McGill in respect of the period between October 8, 2023, and the present.

[63] Over a year has elapsed since the filing of the application.

[64] As McGill underlines, by the time a judgment is rendered on the merits, the proposed class definition might include students who were not even enrolled at McGill when the events at the source of the litigation occurred, if no cut-off date is determined.

[65] As well, Mr. Cobrin acknowledges that some Jewish students might not wish to be involved in the class action²⁸ and may decide to opt out.

[66] The facts in dispute differ from cases where a commercial practice or a situation persists in the same manner with respect to all members of the class, justifying not imposing a time limit on the class definition.

²⁵ *Levy c. Nissan Canada inc.*, 2021 QCCA 682, at para 41.

²⁶ Yves LAUZON et Anne-Julie ASSELIN, « Article 575 » dans Luc CHAMBERLAND et al., *Le grand collectif: Code de procédure civile: commentaires et annotations (Articles 1 à 865)*, 10^e éd., volume 2, Montréal, Éditions Yvon Blais, 2025.

²⁷ Exhibit R-3.

²⁸ *Applicant's plan of arguments* at para 94.

[67] Indeed, while Mr. Cobrin's allegations demonstrate that the events of October 8, 2023, had repercussions long after, they do not convince that, on an ongoing basis, there is a cause of action that "*matches the reality and the scope of the problem at the origin of the dispute*" for all Jewish students who will be registered at McGill after a certain date.

[68] Hence, various considerations oppose:

- The necessity of defining the class so as to exclude individuals who are not or will not be concerned by the dispute;
- The interests of including all class members and avoid the need for those who may qualify after the authorization to institute a new class action;
- The need to protect the choice of class members who may wish to opt out.

[69] The adequate solution in this instance is to define a time limit which corresponds to the date of publication of the present judgment.

2.2 The Common Issues

[70] As the Court of Appeal reiterated in *Tessier*,²⁹ a single common question is sufficient to satisfy the requirement of article 575(1) C.C.P. "*if it advances the debate or promotes its resolution in a non-trivial manner, without necessarily requiring a common answer.*"

[71] Whether McGill breached its contractual obligations or committed a fault by failing to enforce its policies and tolerating anti-Zionism and antisemitism on its campuses constitutes a common issue which advances the debate for all class members and suffices to meet this criterion.

[72] The other common issues identified by Mr. Cobrin are maintained at the present stage.

3. THE COMPOSITION OF THE CLASS MAKES IT DIFFICULT OR IMPRACTICABLE TO APPLY THE RULES FOR MANDATE OR FOR CONSOLIDATION OF PROCEEDINGS (ART. 575 (3) C.C.P.)

[73] This criterion is generally met if there exists a class comprising a large number of people whose identity is not easily determined.³⁰

²⁹ *Tessier*, *supra* note 3, at para 26.

³⁰ *Id.*, at para 28.

[74] Other factors causing constraints inherent in the use of the mandate and the joinder of the parties are also considered, such as the scattered geographic location of the Class Members and their physical or psychological limitations.

[75] Mr. Cobrin estimates that there would be approximately 3,500 Jewish students enrolled in McGill undergraduate programs and 500 Jewish students enrolled in graduate studies programs. Given their status and their lack of the resources to individually fund litigation against a large institution such as McGill, the purported class members would not have a realistic opportunity to assert their rights without the mechanism of this class action.

[76] The Court is satisfied that this criterion is met.

4. THE APPLICANT IS IN A POSITION TO PROPERLY REPRESENT THE CLASS MEMBERS (ART. 575 (4) C.C.P.)

[77] The threshold for this criterion is generally easily satisfied. A person who proposes a class action must demonstrate that he or she: (i) will be able to perform this function adequately; (ii) has an interest in the matter; (iii) has a general understanding of the matter; (iv) will be able to make the necessary decisions based on the advice of his or her lawyers; (v) has an interest in pursuing the litigation and (vi) does not place himself or herself in a conflict of interests with the other members of the class.³¹

[78] The representative does not have to correspond to the ideal representative. Case law even states that this condition is based on criteria which threshold is minimal.³² *“No proposed representative should be excluded unless his or her interests or competence is such that the case could not possibly proceed fairly”*.³³

[79] There exists no reason to doubt that Mr. Cobrin is a competent representative. His interest and involvement are certain. His knowledge of the alleged facts is well demonstrated. No possible conflict of interest is suggested.

FOR THESE REASONS, THE COURT:

[80] **GRANTS** the present application;

[81] **APPOINTS** Applicant as representative plaintiff;

[82] **AUTHORIZES** the representative plaintiff to institute the class action for the benefit of the following persons being members of the class:

³¹ *Id.* at para 29.

³² *Société québécoise de gestion collective des droits de reproduction (Copibec) c. Université Laval*, 2017 QCCA 199, at para 57.

³³ *Infineon*, *supra* note 3, at para 149.

All Jewish students registered at McGill University, including undergraduate, masters, continuing education, doctoral, and post-doctoral students, between October 8, 2023, and the date of the official public notice to class members of the present judgment.

[83] **IDENTIFIES** the principal questions of law and fact to be dealt with collectively as follows:

- a) Were the McGill Policies and/or the *Quebec Charter* violated during the Class Period in a manner which caused harm to Class Members and was McGill aware of such violations and harm?
- b) Has McGill breached its contractual obligations to Class Members, or alternatively and subsidiarily committed a fault against them, by:
 - i. Failing to enforce the McGill Policies?
 - ii. Tolerating antisemitism and anti-Zionism on its campuses?
 - iii. Failing to provide them a safe, welcoming and respectful academic environment and university experience free from harassment, discrimination and intimidation?
- c) Is Zionism a protected ground under McGill's Policy on Harassment and Discrimination?
- d) Should McGill be ordered to enforce its policies aimed at addressing antisemitic conduct and activities on its campuses?
- e) Are Class Members entitled to a reimbursement of a portion of their tuition and student fees on account of McGill's failure to meet its contractual obligations to them? Or, alternatively and subsidiarily, are Class Members entitled to a reimbursement of a portion of their tuition and student fees as damages on account of McGill's breach of its extra-contractual obligations to them?
- f) Are Class Members entitled to punitive damages on account of McGill's unlawful and intentional interference with Class Members' rights protected under the *Quebec Charter*?
- g) Can Class Members ask for collective recovery of their damages?

[84] **IDENTIFIES** the principal issues and questions of law and/or fact which are particular to each of the members as follows:

- a) What is the quantum of the tuition and student fees paid by them to McGill in respect of the Class Period?

[85] **IDENTIFIES** as follows the conclusions sought:

GRANT Applicant's Class Action;

DECLARE that Respondent breached its obligations to Class Members by failing to take reasonable steps to combat antisemitism and anti-Zionism on its campus, including by failing to adequately discipline the members of the University community involved in antisemitic / anti-Zionist activities, speech and conduct which violated the *Quebec Charter* and the McGill Policies;

DECLARE that under the University's Policy on Harassment and Discrimination it is impermissible for a student to be discriminated against on the grounds that they identify as a Zionist;

ORDER Respondent to enforce its policies aimed at addressing antisemitic and anti-Zionist conduct and activities on its campus;

CONDEMN Respondent to reimburse each Class Member 33 % of the aggregate tuition and student fees they paid to McGill in respect of the period since October 8, 2023, the whole with interest at the legal rate and the additional indemnity provided for in article 1619 of the *Civil Code of Quebec*, since April 8, 2025;

CONDEMN Respondent to pay punitive damages in the amount of \$5 million collectively to the Class, with interest at the legal rate and the additional indemnity provided for in article 1619 of the *Civil Code of Quebec*, since April 8, 2025;

CONDEMN Respondent to pay Applicant's full costs of investigation in connection with these proceedings;

ORDER the collective recovery of these awards;

[86] **FIXES** the delay for exclusion from the Class at 60 days from the notice to Class Members;

[87] **ORDERS** that any Class Member who has not requested exclusion from the Class within the said 60 days from the notice to Class Members is bound by any judgment to be rendered in the class action;

[88] **ORDERS** the publication of a notice to Class Members according to the terms and directives to be determined by the Court with the cost of such notice and its publication to be at the expense of the Respondent;

[89] **ORDERS** that the class action be instituted before the Superior Court of the District of Montreal;

[90] **THE WHOLE**, with costs, including the costs of all notices.

DOMINIQUE POULIN, J.S.C.

Me Tina Silverstein
Me Matthew Meland
Me Mark Meland
Me Margaret Siminovitch
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Counsel for the respondent

Hearing date: April 30, 2026