

COURT OF QUÉBEC

CANADA
PROVINCE OF QUÉBEC
TOWN OF MONTRÉAL
« Chambre civile »

N°: 500-22-280465-231

DATE: May 1st, 2026

BY THE HONORABLE MAGALI LEWIS

VALERIE GORDON

Plaintiff

v.

QUEBEC BOARD OF BLACK EDUCATORS INC.

Defendant

JUDGMENT BY DEFAULT

[1] Valerie Gordon is claiming \$62,400.50 from the Quebec Board of Black Educators Inc. (QBBE) as unpaid wages for the period from January 1, 2021, to April 30, 2022, representing the balance owed on a total payable amount of \$83,062.50, according to the calculations she made in 2023 before introducing her claim, taking into account a partial payment of \$20,662 received from the Board in 2021 and 2022.

[2] The court proceeded by default against the Board, which, due to a lack of financial resources, did not appoint a new attorney after its attorney was permitted to withdraw from the case. Three attorneys have withdrawn from representing the association since the filing of this case. The attorney who was permitted to withdraw shortly before the trial had already represented the Board for a short period at the outset of the legal proceedings.

* * *

[3] Ms. Gordon was first employed by the Board from August 25 to December 31, 2020, as Outreach Coordinator. Her salary for this position was \$25 per hour for a 35-hour workweek. Overtime was not paid but could be taken as time off.

[4] During the term of the contract, when the duties of Deliverables Analyst were added to Ms. Gordon's responsibilities, the parties agreed on an additional lump-sum compensation of \$1,000 per month.

[5] In order to be paid, Ms. Gordon was required to submit activity reports to the association's president, Alix Adrien, for approval. The claim does not pertain to the 2020 employment period, for which all amounts due have been paid, but the subsequent period. The details of this initial collaboration between the parties are, however, relevant to the analysis of the facts in support of the claim.

[6] At the end of Ms. Gordon's first contract with the Board, the latter offered her to work as Program Development Officer to replace the person who had just resigned. When offering her the position, the Board's president, Mr. Adrien, told her that the person who had held the position was paid \$40 an hour. He explained that, keeping that hourly rate in mind, they would need to agree on her compensation, which the Board's financial situation did not allow for at the time he offered her the position.

[7] Mr. Adrien explained to Ms. Gordon that the Board did not have the means to pay her immediately and that it would do what was necessary to ensure that she be paid. Confident that the Board would "keep its word", Ms. Gordon accepted the position offered to her, without her remuneration conditions being established.

[8] She therefore worked without pay from January 1, 2021, until August 12, 2021, when she received an initial payment of \$7,000. She received a second payment for \$5,600 on September 4, 2021 and a final payment in 2021 of \$2,062 on October 4. According to her testimony, she was given no details explaining the amounts of the checks she received and she did not ask for any. It appears that neither party specified whether a "balance" was owed to Ms. Gordon after each payment, nor what that amount was if applicable.

[9] On December 2, 2021, Ms. Gordon wrote to the Board's Chair stating that she is leaving office effective immediately due to a number of increasingly troubling issues and development.¹ She makes no mention in her email of any amounts owed to her as unpaid compensation for hours worked during the year. She wrote:

The last eight (8) weeks or so has revealed a number of increasingly troubling issues and development which to my mind do not augur well for effective and

¹ Exhibit P-4, Email in Bundle, p. 13.

successful implementation of the programs that were agreed and decided on by the Executive team, as well as for the overall functioning of the office [...]

Let me take this opportunity to assure you that my experience working with you has been nothing short of outstanding.

[10] In response to Ms. Gordon's email, Mr. Adrien wrote:

I understand your position but I cannot accept your resignation until I have a chance to speak to you. I have always told you that moving on without you was not an option, and I meant what I said. I value you as a person, but value even more what you bring to the QBBE.

I know things have deteriorated at the office, but we worked too hard to let it all go to waste especially when we know that the work we are doing is valuable².

[11] After meeting with Mr. Adrien, Ms. Gordon decided to continue working for the Board. The Court does not know what was discussed during that meeting. If the issue of money owed to her as earnings had been addressed, the Tribunal is convinced that Ms. Gordon would have mentioned it in her testimony. Since she did not mention it, the Court holds that it was not discussed.

[12] On May 2, 2022, Ms. Gordon sent an email to Mr. Adrien to inform him that she is ceasing to work for the Council, effective immediately. She wrote:

I must share that your advising me about not being paid again has really left me no choice but to seek alternative sources of income as well as require me to more deeply reflect on my tenure with QBBE. As indicated since late January and on several other occasions since, I was unable to continue for much longer in this situation for the obvious reason, and some.

Continuing to incur more debt for my salary is not financially prudent, nor feasible. Nor is my being in a position of not receiving my salary consistently, with the existing debt already at the level it is, over such an extended period of time, regardless of how I feel about my work. It is simply not sustainable.

[...]³

[13] She does not specify in her message the number of hours worked or the amount she would be owed as such, if applicable.

[14] Mr. Adrien replied to Ms. Gordon's letter as follows:

It is with regret that I read your email and I understand your position, but I also feel the financial little pinch with this situation. It was my intention to settle with you, Gina and Kori in the transfer that will be coming this week. This of course will continue to happen despite your decision. However, I would like to reserve the

² Exhibit P-4, *id.*, p. 12.

³ Exhibit P-4, *id.*, p. 17.

right to come to you with an offer, once I will have secured the salaries that are promised to us by the English Montreal School Board.

I hope you understand prioritizing settling with Pauline Howell first to safeguard the reputation of the organisation. I hope as well that you will continue to work with Dr. Whitley and take full advantage of the work you have done to secure this grant. The QBBE, and I, are indebted to you for the many months that you have worked with us without receiving a constant salary, and trust me when I tell you that your commitment will not have been in vain. I do expect to be able to pay you some back salary by the end of this week.⁴

[Emphasis added]

[15] Ms. Gordon did not say whether she was aware of the amount that the Board was expecting to receive from the English Montreal School Board in the days following Mr. Adrien's May 2 email, and the amounts he was planning to pay her and her two colleagues. She also did not mention whether she had Mr. Adrien specify the amount he expected to pay her nor whether she had approved the amount.

[16] On June 13, 2022, the Board made a payment of \$3,000 to Ms. Gordon. She did not give any information on the circumstances of the payment and the content of the communications with Mr. Adrien that would have preceded or followed the delivery of the check, if any, on how this amount was determined and the balance that could be owed to her. She did not file the check in support of her claim, the Tribunal does not know whether it contains any reference to the quality of the payment, final or partial.

[17] In total, the Board made five payments to Ms. Gordon in 2021 and 2022, for a total of \$20,662, some of them by check. The sums paid are detailed in the table below:

Date	Amount
August 12, 2021	\$7,000
September 3, 2021	\$5,600
October 4, 2021	\$2,062
March 15, 2022	\$3,000
June 13, 2022	\$3,000

[18] Ms. Gordon did not provide any explanation as to why, except for the check of October 4, 2021, all the other payments are for whole amounts, which is rather rare when paying a salary. She did not file checks or payment statements on which there is certainly information relating to the nature of the payment.

[19] In response to a question from the Court, Ms. Gordon stated that the Board had not provided her with any explanation to justify the amounts it paid her. She herself had never submitted a request for payment prior to the formal notice of September 12, 2022,

⁴ Exhibit P-4, *id.*, p. 16.

nor had she provided any details or reports regarding the hours worked or the work performed for the purpose of obtaining payment, prior to the filing of this case.

[20] In the formal notice that Ms. Gordon had sent to the Board on September 12, 2022, she claimed \$51,338⁵, broken down as follows:

First appointment: Combination of Community Outreach & Deliverables Analyst
August 25, 2020 to December 31, 2020 @ \$4,500.00⁶
Fully paid

2nd Appointment: Program Director (responsible for Program Development and grant writing)

January 1, 2021 to April 2022

Using the same figure of \$4,500.00 per month by 16 months = **\$72,000.00**

Amounts received in 2021

[...]

Sub total **\$14,662.00**

Amounts received in 2022

[...]

Sub Total **6,000**

Total received; **\$20,662.00**

Balance due ; **\$51,338.00**

[Underscore added]

[21] According to this detail, Ms. Gordon initially claimed \$56,000 as remuneration from the Board at the hourly rate of \$25, and \$16,000 as a lump sum remuneration on the basis of a monthly amount of \$1,000.

[22] The total amount of compensation to which Ms. Gordon claims to be entitled in her Originating Application as being owed to her for the period from January 1, 2021, to April 30, 2022, is \$11,062.5 higher than the amount indicated in her demand letter; she did not address this issue during the hearing.

[23] In her Originating Application, she claims that she worked 2,682.5 hours between January 1, 2021, and April 30, 2022, for a total salary owed to her of \$67,062.50 calculated at an hourly rate of \$25. She did not denounce the fact that the number of hours for which she claims to be paid includes overtime, and does not explain why she would be entitled to be paid for these hours, when she adds that to determine the amount she is owed she used the same hourly and lump sum remuneration as what the Board

⁵ Exhibit P-1.

⁶ This amount includes a \$1,000 lump sum compensation for the tasks of Deliverables Analyst.

paid her under the first contract it awarded her in 2020. Yet, her former pay conditions excluded the payment of overtime.

[24] Ms. Gordon justified using this same dual compensation by stating that her responsibilities starting in January 2021 were at least as significant as those she assumed under the first contract if not more.

[25] The Court made a calculation to verify the amounts that could be owed to Ms. Gordon if she were entitled to the same remuneration conditions as of January 1, 2021, as those she received in 2020. The calculation is as follows:

2021

• 52 weeks of 35 hours each (1,820 hours) / \$25 per hour	\$45,500
• Flat-rate pay: \$1,000/month	\$12,000
Subtotal:	\$57,500

2022

• 17 weeks through April 30, 2022, of 35 hours (595 hours)	\$14,875
• Fixed monthly pay: \$1,000/month through April 30	\$4,000
Subtotal:	\$18,875
Total :	\$76,375

[26] In making its calculation, the Court did not take overtime into account, as it was not paid under the first contract awarded to Ms. Gordon in 2020. In addition, given the association's difficult financial situation as of January 2021, it is unlikely that the Board would have agreed to pay, or even could pay for overtime. In fact, it seems that this issue has never been addressed.

[27] The amount calculated by the Court as hourly rate pay (\$40,375) is \$4,375 higher than the amount Ms. Gordon was claiming in her demand letter.

[28] It is in light of this finding that the Tribunal presumed that in her Originating Application, Ms. Gordon was seeking payment for overtime, fact that she did not disclose to the Tribunal. This inference was confirmed when the Tribunal consulted the detail of the activity reports produced in support of the claim. Based on the compilation of the times reported in the reports, Ms. Gordon allegedly worked an average of 39 hours per week.

[29] According to the Tribunal's calculation, if Ms. Gordon's working conditions were similar to those agreed to by the parties in 2020, she would be entitled to compensation for 2,415 hours for a period of 69 weeks of 35 hours per week, that is \$60,375.

[30] Ms. Gordon also did not explain why she would be entitled to both hourly overtime pay, as well as a lump-sum payment of \$1,000 per month or \$16,000 for the period between January 1, 2021 and April 30, 2022.

[31] The Court is skeptical about the accuracy of the content the activity reports that Ms. Gordon prepared several years after her tenure on the Board ended, which specify the hours worked for each week between January 1, 2021, and April 30, 2022, to the nearest half-hour. The Court also wonders why she considered it useful to make these reports to substantiate her claim but did not consider it useful or necessary to do so to justify her remuneration when the parties had not agreed on her conditions, if not only to inform her employer or client that she would claim overtime pay.

[32] When asked why she had not prepared the activity reports on a regular basis while working for the Board, Ms. Gordon explained that she did not do so because, under the first contract she had to do it to justify her compensation. Since she had been told at the beginning of her second term that the Board could not pay her, she considered that she was not required to submit an activity report. If that is the case, then it is reasonable to assume that Ms. Gordon had agreed to work without pay, subject to any sums that the Board could release from the subsidies to be received to compensate her.

[33] In support of her claim, Ms. Gordon filed a bundle of emails,⁷ the details of which were not reviewed during the presentation of her evidence. Thus, the Court does not know why she did not respond to a request to submit an activity report in August 2021⁸.

[34] Be that as it may, Ms. Gordon's response does not satisfy the Court. How did she intend to get paid if she could not document the work performed and the time spent, knowing that this was a condition for compensation during her first term with the Board in 2020 if she was indeed an employee of the Council? If, however, she had been hired as a consultant, how did she expect her remuneration would be established without activity reports, a count of hours worked nor invoicing?

[35] If Ms. Gordon expected to receive remuneration when the parties had not agreed on the amount, she acted negligently by agreeing to work for 16 months for a nonprofit organization that she knew was in financial difficulty; after being told that the organization would not be able to pay her until grant funds became available, knowing that not all grant applications are or have been approved; without confirming the hourly rate she would be paid; without submitting timesheets at regular intervals; without keeping track of unpaid hours and the balance owed, if not monthly then at least periodically; and, finally, without periodically obtaining approval for the outstanding compensation.

[36] Aware of the risk she was taking by agreeing to to work for the Council without an employment contract since her remuneration conditions were not established,⁹

⁷ Exhibit P-25.

⁸ Exhibit P-25, p. 27.

⁹ Article 2085 C.C.Q. defines a contract of employment as follows: <https://www.legisquebec.gouv.qc.ca/fr/document/lc/CCQ-1991-se:2085a> contract "by which a person, the employee, undertakes, for a limited time and for remuneration, to do work under the direction or control of another person, the employer."

Ms. Gordon explained that she agreed to do so and to continue working during this long period to avoid disrupting the support services the organization provides to citizens in vulnerable situations.

[37] This, coupled with Ms. Gordon's failure to mention in the December 2021 email she sent to inform Mr. Adrien that she was stopping all work for the Board, that a balance would be owed to her as remuneration for the year 2021, and specify the amount that could be owed to her in the second email she sent to the same effect five months later, entails a waiver of remuneration other than what she has already received.

[38] In 2021, she received a total compensation of \$14,662. When she resigned on May 2, 2022, Ms. Gordon had received only \$3,000 from the Board for services rendered since January 1 of that year. She did not provide the T4 or R1 slip that would have been issued by the Board for the year 2021 or her tax returns in support of her claim that she was an employee.

[39] When she testified, Ms. Gordon explained that she worked with Clarence Baynes, not through the Black Community Resource Centre (BCRC) as the Council alleged in its defense, but because he was a member of the Council's Board of Directors. In the course of his submissions, counsel for Ms. Gordon referred the Tribunal to the content of the Council's defence to draw attention to the fact that it denied that Ms. Gordon had worked.

[40] The Tribunal notes that Ms. Gordon takes offense at the Board's above mentioned allegations but did not respond to the allegation that she was self-employed in a sole proprietorship called Alternative Development Solution.

[41] The situation is far from being as clear as Ms. Gordon suggests. She agreed to work without her remuneration having been established and, according to her activity reports, prepared *a posteriori*, put in long hours out of concern for the Board's clientele, and did so on her own initiative.

[42] The Court certainly cannot retroactively determine in favour of Ms. Gordon and impose on the Board compensation terms that exceed those she received in 2020, namely dual compensation (hourly and flat-rate) and payment for overtime, conditions that were never offered to her and on which the parties never agreed.

[43] Since the parties never fixed the hourly rate of Ms. Gordon's earnings, the Court cannot order the Board to pay an amount that, to Ms. Gordon's knowledge, it never had the means to pay during the entire period during which she agreed to work for it and on which the parties did not agree.

[44] The Tribunal cannot, on the basis of activity reports prepared in the context of these proceedings, grant Ms. Gordon the salary conditions that she would have liked to obtain when she accepted a new mandate with the Board, but which the Board could not and did not grant her for lack of means.

[45] According to the activity reports she prepared, Ms. Gordon worked an average of 41 hours per week starting in January 2022. However, as she writes in her May 2, 2022, email, she had denounced since the end of January of that year that she found it difficult to work without being paid. If she did work all the hours, she was aware that the payment of salaries or consultants' fees was contingent on the receipt of subsidies by the Board (as Mr. Adrien wrote in his reply email) and that she might not be paid.

[46] Finally, the Court does not know the amount of the subsidy the Board received after May 2, 2022, and how the amount was to be distributed between Ms. Gordon and her two colleagues. It therefore does not know whether any amount was owed to Ms. Gordon out of the amount of the subsidy in question.

[47] It is up to the party who wishes to assert a right to establish the facts that give rise to it.¹⁰ In this case, Ms. Gordon has not discharged her burden.

[48] Considering that the Council nevertheless benefited from Ms. Gordon's services at a low cost, the Tribunal makes an exception to the rule of succumbing and does not award it the legal costs.

FOR THESE REASONS, THE COURT:

[49] **DISMISSES** the Originating Application.

[50] **THE WHOLE** without legal costs.

MAGALI LEWIS, J.C.Q.

Me Robert W. Lord
Attorney for the Plaintiff

Quebec Board of Black Educators Inc.
Present but not represented

Date of hearing: April 23, 2026

¹⁰¹⁰ Art. 2803 C.c.Q.