



Court File No. CV-25-

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

**B E T W E E N:**

BETH TORAH CONGREGATION

Plaintiff

- and -

RABBI LOUIS J. SACHS and BETH SHOLOM SYNAGOGUE

Defendants

**STATEMENT OF CLAIM**

**TO THE DEFENDANTS**

**A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU** by the plaintiff. The claim made against you is set out in the following pages.

**IF YOU WISH TO DEFEND THIS PROCEEDING**, you or an Ontario lawyer acting for you must prepare a statement of defence in Form I8A prescribed by the Rules of Civil Procedure, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service, in this court office, **WITHIN TWENTY DAYS** after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form I8B prescribed by the Rules of Civil Procedure.

This will entitle you to ten more days within which to serve and file your statement of defence.

**IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.**

**IF YOU PAY THE AMOUNT OF THE CLAIM AGAINST YOU**, and \$3,000.00 for costs, within the time for serving and filing your Statement of Defence, you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the Plaintiff's claim and \$400.00 for costs and have the costs assessed by the court.

**TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED** if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date: Thursday, March 27, 2025

Issued by \_\_\_\_\_  
Local Registrar

Address of  
court office: 393 University Avenue  
10<sup>TH</sup> Floor  
Toronto, Ontario

**TO:**  
**Rabbi Louis J. Sachs**  
1445 Eglinton Avenue West  
Toronto, Ontario

**AND TO:**  
**Beth Sholom Synagogue**  
1445 Eglinton Avenue West  
Toronto, Ontario

## CLAIM

1. The Plaintiff, Beth Torah Congregation (“BTC”) claims against the Defendants, Rabbi Louis J. Sachs (“RLS”), and Beth Sholom Synagogue (“BSS”) on a joint and several basis, as follows:

- a) Damages, as applicable to either or both of the Defendants, for breach of contract, inducing breach of contract, breach of honest dealings, breach of good faith, breach of fiduciary and trust duties, knowingly assisting in the breach of said duties and the EA (as defined herein), all as pleaded herein in the amount of \$650,000.00 or such other amount as counsel shall advise and this Honourable Court shall accept;
- b) Punitive and exemplary damages in the amount of \$100,000.00;
- c) Pre-judgment and post-judgment interest in accordance with the **Courts of Justice Act**, R.S.O. 1990, c. C.43; and
- d) Costs of this action on a substantial indemnity basis with the applicable H.S.T. thereon.
- e) Such further and other relief as counsel shall claim and this Honourable court shall allow.

## THE PARTIES

2. The Plaintiff, BTC, is a non-profit corporation incorporated under the laws of the Province of Ontario. BTC is located at 47 Glenbrook Avenue in the City of Toronto, in the Province of Ontario. BTC is a conservative Judaism congregation.

3. The Defendant, RLS, is an individual normally resident in the Greater Toronto area, in the Province of Ontario. RLS is a duly ordained Rabbi and is a member of the Rabbinical Assembly. At all material times RLS owed honest dealings and good faith duties to BTC, which BTC pleads were breached in the circumstances set out herein and for the reasons set out herein.

4. The Defendant, BSS, is a non-profit corporation located at 1445 Eglinton Avenue West in the City of Toronto in the Province of Ontario. BSS is a conservative Judaism congregation that is located approximately 2.4 kilometres from BTC. At all material times BSS, owed honest dealings and good faith duties to BTC, which BTC pleads were breached in the circumstances set out herein and for the reasons set out herein.

5. At all material times RLS and BSS were fiduciaries of the Plaintiff, BTC, with respect to the matters and circumstances set out herein and as such owed to the Plaintiff, BTC, fiduciary duties, duties which were breached as set out herein.

#### **RLS' EMPLOYMENT WITH BTC**

6. After an extensive search process and negotiations between BTC and RLS, on or about the 30<sup>th</sup> of March, 2022, RLS and BTC entered into an Employment Agreement (the "EA"). The EA was amended as of the 1<sup>st</sup> of June 2022 (the EA, along with the aforementioned amendment, are herein referred to as the "EA"). Pursuant to the EA, RLS was appointed the Rabbi and Spiritual Leader of the Congregation. At the time BTC had approximately 350 family unit members who were paying annual dues to BTC, (dues being its primary source of revenue).

7. RLS' remuneration and benefits package, included a base salary, reimbursement for expenses, a matching RRSP contribution by BTC with a yearly limit of \$10,000.00, a car and cell phone allowance, a travel expense allowance, a contribution towards long term disability insurance premiums, and a monthly housing allowance. At the time of his departure from his position with BTC as pleaded herein, RLS was earning in the range of \$280,000.00.

8. Section 2.4 of the EA set out, amongst other matters, the following contractual responsibilities of RLS:

a) he was to function as the spiritual leader of BTC, attend, officiate and supervise, at Shabbat, Holiday and other religious services, rites and ceremonies of BTC as more particularly hereinafter described, and deliver sermons and/or provide suitable programs for such occasions;

b) he was to ensure that the Executive Committee be kept informed of his activities and he was to attend such meetings of the Executive Committee and the Board to which he requested to attend;

c) act as the Mara D'Atra and spiritual leader of BTC. In the rendering of halakhic decisions, RLS was to be guided by the positions of the Committee on Jewish Law and Standards of the Rabbinical Assembly, shall be subject to all "Standards" of the Rabbinical Assembly and shall serve the religious, educational, spiritual and pastoral needs of the membership of BTC. RLS was to perform such duties in connection therewith as are customarily performed by rabbis and such other duties as RLS and the Executive Committee deem necessary and advisable for the religious and spiritual needs of the members of BTC. RLS was to supervise and be responsible for all religious services, rituals and rites of BTC. Any changes to be made in the rituals, rites and customs as heretofore conducted and/or practiced by BTC were to be made by RLS upon meaningful and significant consultation with the Executive Committee or its designee. When contemplating a change in ritual or practice, RLS was to act with sensitivity to and respect for BTC's prior history, customs and traditions. Changes in BTC practice that are not of a Halakhic nature were to be made by RLS only upon prior consultation with, and approval of, the Executive Committee, or its designee. RLS was to serve as the consultant and the guide of the Ritual Committee, and was to be invited to all meetings of such Committee, and he was to act in consultation with such Committee, and decide upon all matters that affect the religious aspects of BTC.

d) at all times, RLS was to enjoy the freedom of the pulpit, including the freedom to preach on whatever topic and in whatever manner the Rabbi shall deem appropriate, however, RLS was at all times to be subject to the "Standards" of the Rabbinical Assembly and was to be guided by the positions of the Committee on Jewish Law and Standards;

e) visit members of BTC who are ill, or may have suffered deaths in their family and provide spiritual and religious counselling to them and their families;

f) oversee bar/bat mitzvah students in the preparation of their bar/bat mitzvah lessons;

g) perform weddings, bar and bat mitzvah ceremonies and funerals for members of BTC and meeting with the prospective persons prior to the ceremony to ensure that BTC's standards regarding conversion and education (if applicable) are met;

h) together with the Executive Director plan, devise and oversee the organization and operation of education programs, youth and adult services and ritual activities of BTC; and

i) actively participate in the planning, strategizing and solicitation of donations in BTC's fund raising efforts as requested by the BTC Executive Committee.

9. Section 2.2 of the EA set out the following:

**2.2 Conform with Directions and Policies.** During his employment with BTC, RLS shall conform to and comply with the directions and policies of BTC, perform each of the reasonable duties assigned from time to time by BTC to the best of his skill and ability, ***faithfully and diligently serve BTC, use his best efforts to promote the interests and reputation of BTC*** and, subject to Article 2.6 hereof, ***devote his full time, attention and energies to BTC***. In this regard,

RLS acknowledges and agrees that his hours of work will vary, be irregular and will be those hours required to meet the objectives of his employment as Rabbi of BTC. (***Emphasis added***)

10. Pursuant to Section 2.5 of the EA, BTC and RLS acknowledged the following:

a) RLS may, from time to time, receive remuneration for work providing Rabbinical services to Members and non-members of BTC (the “External Services”). BTC, acting reasonably, will determine the services to be offered to Members under the terms of their membership with BTC which for the purposes of this agreement shall not be considered External Services. RLS may charge Members supplemental fees for Rabbinical services which are External Services, provided that it is generally customary for rabbis to receive remuneration from a Member for such services; and

b) the foregoing is conditional upon the External Services not conflicting or interfering with RLS’ performance of his obligations pursuant to this Agreement. For greater certainty, Member functions conducted at BTC within a reasonable period of time prior to the event (i.e. weddings scheduled at BTC a minimum of six months in advance) will take precedence over functions conducted outside of BTC (including External Services). RLS acknowledges that this is necessary in order for BTC to meet the demands of its congregation and to provide revenues for BTC.

11. Section 2.6 of the EA set out the following:

**2.6 Rabbi not to Engage in Other Employment.** Except with the express written consent of the Executive Committee, which consent may be withheld or conditioned in their sole discretion, ***RLS agrees not to engage directly or indirectly in any other business, employment or services, except for the***

***External Services, provided that the External Services, do not interfere with the performance of his duties for BTC. (Emphasis added)***

12. Further to the above, the EA set out the following acknowledgement on the part of RLS:

a) RLS had received a copy of this Agreement;

b) RLS had sufficient time to review and consider the Agreement thoroughly;

c) RLS received consideration for entering into this Agreement;

d) RLS read and understood the terms of, and his obligations under the Agreement;

e) the restrictions placed upon RLS by the Agreement are reasonably necessary to protect BTC's proprietary interests in the Confidential Information and the Developments and will not preclude RLS from being gainfully employed in a suitable capacity following the termination of RLS' employment, given RLS' knowledge and experience;

f) RLS had been given an opportunity to obtain independent legal advice, or such other advice as RLS desired, concerning the interpretation and effect of the Agreement and by signing the Agreement RLS had either obtained advice or voluntarily waived his opportunity to receive the same; and

g) the EA was entered into voluntarily by RLS.

## **RLS NEGOTIATIONS WITH BSS**

13. In or about the fall of 2023 or the early part of 2024, RLS and Rabbi Aaron



Flanzraich (“RAF”) the Senior Rabbi at BSS, who at the time were friends, at dates and times known to RLS and RAF, but not known to BTC, met and discussed RLS resigning from BTC and joining the clergy team of BSS. RAF had been looking for a Rabbi for many years to assist him with his duties at BSS. In time, and once again at times and dates known to RLS and BSS but not BTC, RLS met with members of BSS’ Board of Directors, attended a service or services, and eventually was offered a position at BSS. The meetings and other interactions between RLS, RAF and BSS, at least initially between RLS, RAF and BSS, were quietly conducted, if not clandestinely conducted, and were not engaged in with notice to BTC, nor were they done with BTC’s approval.

### **RLS’ RESIGNATION**

14. On February 29, 2024 RLS submitted his written resignation to Mr. Stan Freedman, the President of BTC, which was to be effective August 29, 2024. At the time it was known to BTC that RLS had accepted the position of Rabbi at BSS.

15. In time it was agreed between BTC, RLS, and BSS that RLS would stay on in his role as Rabbi and Spiritual Leader of BTC until October 28, 2024, so that he could lead BTC during the High Holidays in October of 2024.

16. The Plaintiff, BTC, pleads, and the fact is, that all terms of the EA were to govern RLS’ employment until his departure on the 28<sup>th</sup> of October, 2024, and he was expected to lead BTC pursuant to the EA until the end of his contractual term.

### **RLS’ BREACHES OF HIS EA**

17. On September 30, 2024, RLS, in breach of his EA with BTC, provided a seminar at BSS’ premises and for its members. RLS did not provide a similar seminar at BTC’s premises for its members. RLS’s seminar was provided over the objections to it of BTC as expressed to the President of BSS, Ms. M. Lindzon and its treasurer, Mr. Stanley Grossman and which objections were relayed to RLS. BTC’s objections were

dismissed/ignored by RLS and BSS. The aforementioned seminar was promoted by RLS and BSS by a number of means well in advance of the seminar and specifically, by way of a video that was posted on BSS' Facebook page on or about September 29, 2024 wherein RLS participated in said video which appears to have been made in RLS' BTC office. A link to the said video is below:

<https://www.facebook.com/share/v/4oNqHRZsZpdSfT6y/>

18. On or about the week of October 7, 2024 RLS, in breach of his EA with BTC, attended at the First Foundations Daycare located in the premises of BSS and affiliated with BSS and promoted such attendance on his social media platform.

19. On Saturday October 12, 2024, RLS, in breach of his EA with BTC, conducted a talk in the afternoon at BSS' premises for its members. Said date was Yom Kippur, the holiest day in the Jewish calendar. RLS' attendance at BSS for said talk was promoted by BSS in advance of the said talk via various means. RLS did not conduct a similar session at BTC's premises.

20. On Tuesday October 15, 2024 RLS, in breach of his EA with BTC, attended a "Sukkot" program at the premises of BSS. On Wednesday October, 16, 2024, RLS, in breach of his EA with BTC did not attend a similar "Sukkot" program at the premises of BTC. RLS' attendance at BSS for said program was promoted by BSS in advance of the said program via various means.

21. On October 15, 2024 RLS, in breach of his EA with BTC, and with the assistance of movers employed by BSS, vacated his office at the premises of BTC thirteen (13) days prior to the end of his term with BTC and as such no longer had an appropriate physical environment at BTC in order to conduct his pastoral and other duties at BTC.

22. On a date and time unknown to BTC but known to RLS and BSS, and which was prior to October 21, 2024, RLS attended at the premises of BSS and participated in the

production of a promotional “YouTube” video for BSS wherein donors to BSS were thanked for their recent contributions to BSS. On or about October 21, 2024, while RLS was under the employment of BTC, said BSS video was uploaded, promoted, and was distributed by BSS. The relevant video is the following:

<https://youtu.be/mwFjjQsFoZg?si=TnFqmj17Kl0uT96a>

23. The Plaintiff, BTC pleads, and the fact is, that all of the aforementioned breaches, and the preparations for same, were undertaken with no approval by BTC, in writing or otherwise, and no notice to BTC. All of the aforementioned breaches came to the attention of BTC as a result of the social media platform of RLS and/or BSS, their advertising of the talks/events, or as a result of electronic mailings that BSS conducted to promote RLS’ activities as set out herein.

#### **RLS FURTHER BREACHES OF HIS BTC EA**

24. In or about June 2024, BSS released a “Shavuot” Bulletin online known as the ***Kol Sholom Quarterly Bulletin*** wherein the President of BSS, Ms. Maragret Lindzon, contributed an article wherein she stated the following:

“New Clergy

Thanks to the efforts of Steven Kelman, Committee Chair and Past President and the Search Committee supported by the efforts of Rabbi Flanzraich and Stan Grossman we have hired Rabbi Louis Sachs who will join us this autumn. He will be an extraordinary addition to our clergy and is committed to connecting with our members, engaging with our young families through programming and SholomLearning opportunities and making an all-round positive impact. ***Rabbi Sachs and his family have joined us at some of our events*** and, as his spare time allows, ***is working with us on our many ongoing and future initiatives***. He is particularly grateful for the warm welcome from our members, staff and leadership extended to him and his family. I am excited to collaborate with him.”

***(Emphasis added)***

25. In or about September 2024, BSS released a “High Holidays” Bulletin online (again known as the ***Kol Sholom Quarterly Bulletin***) wherein RLS contributed an article wherein he stated the following:

“My family and I are incredibly thrilled to be joining the Beth Sholom community. ***We’ve already received a warm and heartfelt welcome***, which we deeply appreciate,...On a communal level, I’m enthusiastic to begin my work with the Beth Sholom community, helping to make progress towards our goals for the years to come. ***In my meetings with the leadership and strategic planning committee these past few months***, I’ve witnessed inspiring ideas for the future that I’m thrilled to be a part of.” **(Emphasis added)**

In the directory of the aforementioned BSS “High Holidays” Bulletin, RAF was listed as “Senior Rabbi” and RLS was listed as “Rabbi”, this despite the reality that RLS was employed by BTC until October 28, 2024 as its Rabbi and Spiritual Leader, and was being paid by BTC until such date.

26. In the aforementioned Bulletin, BSS President, Margaret Lindzon, once again contributed an article wherein she stated the following:

“We have so much to look forward to in 5785 in the synagogue itself and at the top of the list of things to feel good about is the exciting addition to our clergy staff of Rabbi Louis Sachs whose work with us will commence October 28th, 2024. ***Rabbi Sachs has worked alongside our administration staff, with our leadership and our board to plan for next year to ensure a positive path forward in his position with us. The Rabbi has big plans to engage with our young families, with our other members and with the community at large. Additionally, Rabbi Sachs has participated significantly in our Strategic Planning Committee work.*** I’m excited to continue the work that we’ve started this summer. I encourage you to take every opportunity to attend his events.

Speak with him at the events or make an appointment to talk in depth later, talk to him at services and join us for his welcoming weekend. We have our welcome weekend for Rabbi Sachs planned for November 1st, 2nd & 3rd with a community Shabbat Dinner to welcome the Rabbi, community Kiddush on Shabbat and a family Meet and Greet on Sunday. I hope that you will take the time to come out and meet him, get to know him and make him feel welcome. We have very exciting events coming up this fall. I encourage you to visit our website BethSholom.net and view the Calendar. To kick things off we have scheduled a three-part clergy learning experience focused on the High Holidays.”  
**(Emphasis added)**

27. The Plaintiff pleads, and the fact is, that RLS’ “work”, meetings, and planning with BSS and its leadership, and/or its board, and/or its committees, and/or employees and administrators, in the months leading up to the release of the aforementioned June and September 2024 Bulletins were ongoing material and/or fundamental breaches of his BTC EA. The specifics of the breaches are in the domain of the Defendants, and the Plaintiff, BTC, will provide particulars of said breaches as a result of the production and discovery process within the litigation herein.

### **RLS FURTHER CONTRACTUAL BREACHES**

28. The Plaintiff, BTC pleads, and the fact is, that RLS upon submitting his resignation on the 29<sup>th</sup> of February, 2024, failed and/or refused to undertake most of his contractual duties as set out in the EA. Specifically, but not limited to, he did not a) ensure that the Executive Committee was kept informed of his activities; b) visit members of BTC that were ill or had suffered a death; and c) plan, devise and oversee the organization and operation of education programs, youth and adult services and ritual activities of BTC and in fact he failed to attend at least one such program (the “Sukkot” program).

## **RLS' BREACHES OF HIS DUTIES**

29. The Plaintiff, BTC pleads, and the fact is, that in addition to breaching his EA with BTC in multiple fashions and at multiple times, all as set out herein, RLS' actions and inactions were a breach of his honest dealings, and good faith duties, and fiduciary and trust duties, that he owed to BTC at all material times and especially in view of his leadership role.

## **BSS INDUCED RLS' BREACHES AND INTENTIONAL INTERFERRED WITH BTC'S CONTRACTUAL RELATIONS WITH RLS**

30. The Plaintiff, BTC, pleads, and the fact is, that at all material times BSS was aware of the contractual duties and obligations of RLS towards BTC as set out in the EA, (their clergy, including RAF, would have similar or identical contractual duties and obligations) and despite having knowledge of said contractual duties and obligations they met with RLS, planned with RLS, scheduled with RLS, worked with RLS, and allowed him to lead programs at BSS all while he was employed and paid by BTC. Alternatively, BSS was willfully blind to the contractual duties and obligations that RLS had to BTC at all material times.

31. The Plaintiff, BTC pleads, and the fact is, that BSS induced RLS' breaches as set out herein, and/or knowingly aided said breaches, and/or intentionally interfered with BTC and RLS's contractual relations such that they are jointly and severally responsible for the damages that BTC has suffered and will continue to suffer in the circumstances. Furthermore, BTC pleads that the actions and inactions of BSS as pleaded herein amount to breaches on BSS' part of their fiduciary duties, and honest dealings duties owed to BTC in the circumstances such that they are jointly and severally liable to BTC, along with RLS for the damages that have result and are set out herein. Further, and/or in the alternative, BSS' actions, and/or inactions, as set herein were such that they knowingly assisted, or aided, RLS in his breaches of his duties such that they are jointly and severally liable for the damages that have occurred to BTC in the circumstances.

## **THE CONFUSION IN THE COMMUNITY**

32. BTC pleads, and the fact is, that congregations/organizations such as it and BSS typically seek renewal of its memberships during the period of July to September of any given year, essentially in the lead up to the Jewish “High Holidays” that usually take place in September and/or October. BTC pleads that BSS (and RLS by allowing it to happen), by promoting RLS as they did, and his events at BSS, which were done while he was employed at BTC, and was being paid by BTC, and by working and planning with him as they did, created confusion and misinformation in the Jewish community which questioned BTC’s ability to have meaningful and inspirational services during the “High Holidays” and beyond. BTC pleads, and the fact is, that in the 2024 renewal period as described herein, it incurred a material drop in renewals of its members as a result of the actions and inactions of RLS and BSS.

## **THE PLAINTIFF’S DAMAGES**

33. The Plaintiff, BTC, pleads that it has incurred and will continue to incur damages as a result of the actions and/or inactions of the Defendants, RLS and BSS, all as set out herein. Particulars of the damages will be provided to the Defendants through the litigation process and in any event prior to the trial of the matter herein. BTC’s losses include, but are not limited to, the salary that was paid to RLS from at least the 1<sup>st</sup> of March 2024 until October 28, 2024 (8 months) during which time RLS engaged in his breaches and effectively stopped working at BTC and for BTC. Furthermore, BTC has lost membership as a result of RLS actions and inactions and BSS’ promotion of RLS during the period it was renewing its membership and BTC claims the lost revenue and the lost revenue stream in the future resulting from RLS’ and BSS’ actions and inactions.

## **THE MATTER OF PUNITIVE AND EXEMPLARY DAMAGES**

34. Furthermore, the Plaintiff, BTC, pleads that the actions and inactions of the Defendants, RLS and BSS, all as set out herein, were highhanded, (especially in view of RLS' leadership role and BSS' close physical proximity to BTC and BTC's reach out to BSS) and were undertaken with little or no regard for the rights and position of the Plaintiff, BTC, and the EA entered into between BTC and RLS, and as such are deserving of an award in favour of the Plaintiff, BTC, for punitive and exemplary damages.

The Plaintiff proposes that this action be tried at Toronto, Ontario.

**March 27, 2025**

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Court File No. CV-25-

BETH TORAH CONGREGATION V. RABBI LOUIS SACHS AND BETH SHOLOM SYNAGOGUE  
PLAINTIFF  
DEFENDANTS

ONTARIO  
SUPERIOR COURT OF JUSTICE  
  
PROCEEDINGS COMMENCED  
AT TORONTO

**Statement of Claim**

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