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PLAINTIFF

LUKAS WALTER as
REPRESENTATIVE PLAINTIFF

DEFENDANTS

WESTERN HOCKEY LEAGUE,
CANADIAN HOCKEY LEAGUE,
et al.

DOCUMENT

AFFIDAVIT OF DAVID BRANCH
SWORN DECEMBER 23, 2015PARTY FILING THIS
DOCUMENT

DEFENDANT

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AND CONTACT
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Lawyers for the Plaintiff

I, Sheldon Howden, of the Town of Oakbank, in the Province of Manitoba, MAKE
OATH AND SAY:

1. I have two sons who have played hockey in the WHL. My eldest son Quinton played in the WHL with the Moose Jaw Warriors for four seasons between 2007 and 2012. My younger son Brett is currently playing his second season with the Moose Jaw Warriors. I have been actively involved in both of my sons' hockey experiences.

2. I have knowledge of the matters to which I depose in this affidavit, except where I state below that I have relied upon information from another source, in which case I indicate the source of my information and I believe the information to be true.

My Sons' Amateur Hockey Experiences prior to the WHL

3. Quinton and Brett both began playing minor league hockey in our hometown of Oakbank, Manitoba when they were about 6 years old. They both played in Oakbank until their midget season. Both boys were skilled and enjoyed competitive hockey, so they played at the top level for their age group throughout their development.

4. Manitoba has a province-wide Midget AAA hockey league. The league has 12 teams spread across the province and in northwestern Ontario. Each team is designated a region within the province. The teams are only allowed to select players within their designated region during the tryouts for the league.

Court File No. CV-14-514423

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

SAMUEL BERG

Plaintiff

- and -

**CANADIAN HOCKEY LEAGUE, ONTARIO MAJOR JUNIOR HOCKEY LEAGUE,
ONTARIO HOCKEY LEAGUE, WINDSOR SPITFIRES INC., LONDON KNIGHTS
HOCKEY INC., BARRIE COLTS JUNIOR HOCKEY LTD., BELLEVILLE SPORTS
AND ENTERTAINMENT CORP., ERIE HOCKEY CLUB LIMITED, GUELPH STORM
LIMITED, KINGSTON FRONTENAC HOCKEY LTD., 2325224 ONTARIO INC.,
NIAGARA ICEDOGS HOCKEY CLUB INC., NORTH BAY BATTALION HOCKEY
CLUB LTD., GENERALS HOCKEY INC., OTTAWA 67'S LIMITED PARTNERSHIP,
THE OWEN SOUND ATTACK INC., PETERBOROUGH PETES LIMITED.,
COMPUWARE SPORTS CORPORATION, SAGINAW HOCKEY CLUB, L.L.C., 649643
ONTARIO INC c.o.b. as SARNIA STING, SOO GREYHOUNDS INC., 1056648 ONTARIO INC.,
KITCHENER RANGER JR A HOCKEY CLUB, and SUDBURY WOLVES HOCKEY CLUB
LTD.**

Defendants

Proceeding under the *Class Proceedings Act*, 1992, S.O. 1992, C.6

**AFFIDAVIT OF DAVID E. BRANCH
(SWORN DECEMBER 23, 2015)**

I, David Branch, of the Town of Whitby, in the Regional Municipality of Durham,
MAKE OATH AND SAY:

1. I am the President of the Canadian Hockey League (“CHL”). I have served as President of the CHL for almost 20 years, since 1996. As President, I am responsible for the operation, general supervision and direction of all of the CHL’s affairs.
2. I am also the Commissioner of the Ontario Hockey League (“OHL”). I have served as Commissioner of the OHL for over 36 years, since 1979. In my role as Commissioner, I oversee all of the OHL’s operations.
3. In addition to my roles with the CHL and OHL, I volunteer my time as Head Coach of the Whitby Wildcats Minor Midget AAA team.
4. I previously served as Executive Director of the Canadian Amateur Hockey Association (“CAHA”) from 1977 to 1978. CAHA was the recognized national sport governing body for all amateur ice hockey in Canada between 1914 until 1994 when it merged with Hockey Canada.
5. I also served as the Secretary-Manager of the Ontario Hockey Association (“OHA”) between 1974 and 1976. The OHA administers the majority of junior and senior level ice hockey in Ontario, including Jr. A, Jr. B and Jr. C leagues. The OHA and the OHL are both members of the Ontario Hockey Federation (“OHF”), which is one of the recognized provincial sport governing body for amateur hockey in Ontario.
6. On the basis of the above, I have knowledge of the matters to which I depose in this affidavit, except where I state below that I have relied upon information from another source, in which case I indicate the source of my information and I believe the information to be true.

Overview

7. In this affidavit, I provide evidence on the following matters:

- (a) ***Overview of the CHL:*** In this section, I provide background evidence on the CHL and its constituent leagues and teams; and their affiliation with Hockey Canada.
- (b) ***The CHL's goals:*** In this section, I describe the CHL's goals: to provide hockey training and development opportunities to talented adolescents; to foster their educational successes and opportunities so they have career paths outside of hockey; to supervise and take care of them while living away from home; and to guide their character development as they grow into men.
- (c) ***The CHL's focus on education:*** I provide more in-depth information about the ways in which the CHL promotes our players' scholastic success and educational opportunities.
- (d) ***Background on amateur hockey in Canada:*** I provide background evidence on the levels and governance of amateur hockey in Canada, including at the junior and minor levels.
- (e) ***Comparison of hockey alternatives:*** I provide my evidence on the similarities and differences between major junior hockey played at the CHL level, and other alternatives available to talented adolescent hockey players.
- (f) ***Player eligibility and draft process:*** I provide evidence on the parameters of eligibility for players in the CHL, and the selection process.
- (g) ***Background on the OHL:*** In this section, I provide background evidence on the OHL, including its structure and its constituent teams.
- (h) ***The OHL's goals:*** I describe the OHL's goals, which mirror those of the CHL and are focused on promoting the hockey and educational development of adolescent hockey players.
- (i) ***The OHL's focus on education:*** I describe the ways in which the OHL promotes players' scholastic success and academic opportunities, at the League and team level. In particular, I discuss in more detail the OHL's scholarship program and league-wide education standards.

- (j) *The OHL billet program:* Most of our players are teenagers who are living away from home for the first time. In this section, I describe the OHL's program for billeting boys with local families, and the role these families play in the boys' lives.
- (k) *Roles and responsibilities of OHL Commissioner:* I briefly outline my role and responsibilities as OHL Commissioner.
- (l) *Standard Player Agreements:* I outline the standard player agreement and explain the mutual commitments made by the player and the team. I also discuss the purpose and objective of the standard player agreement and why its terms assist the League in delivering its commitment to provide players with a multi-faceted development opportunity.
- (m) *League Awards, Playoffs and World Juniors:* In this section, I provide information about league awards, playoffs and the World Junior championship.
- (n) *Plaintiff's affidavits:* I respond to relevant portions of the affidavits filed by the proposed representative plaintiff, Sam Berg, in support of this motion, including relating to inaccuracies in his evidence. I also provide factual information relating to the evidence of Andrew Eckart, who swore an affidavit in support of Sam's motion.
- (o) *Glenn Gumbley:* I provide information with respect to Glen Gumbley, who filed the complaint which gave rise to the Washington State Department of Labor and Industries investigation.
- (p) *Financial Information:* I provide an overview of the League and teams' financial standing.
- (q) *Implications of certification:* I address what I anticipate will be the implications of certification on many of our teams, the League and current and future players.

Overview of the CHL

8. The CHL is a not-for-profit corporation governed under the laws of Ontario. Its head office is in Scarborough, Ontario. The CHL was founded in 1975, and was previously known as the Canadian Major Junior Hockey League.

9. The CHL is the governing body for major junior hockey in Canada. Major junior hockey is the premier, or top tier, level of amateur hockey in Canada for adolescent players 16 to 20 years of age.

10. The CHL is composed of three constituent leagues (individually, a “League”; collectively, the “Leagues”): the OHL; the Quebec Major Junior Hockey League (“QMJHL”); and the Western Hockey League (“WHL”). There are 52 Canadian and eight American teams currently participating in the CHL’s three constituent Leagues. The current composition of each League is as follows:

- (a) The OHL is composed of 20 teams located in Ontario (17 teams), Michigan (2 teams) and Pennsylvania (1 team);
- (b) the WHL is composed of 22 teams located in British Columbia (6 teams), Alberta (5 teams), Saskatchewan (5 teams), Manitoba (1 team), Washington (4 teams) and Oregon (1 team); and
- (c) the QMJHL is composed of 18 teams located in Quebec (12 teams), New Brunswick (3 teams), Nova Scotia (2 teams) and PEI (1 team).

11. Each League plays separate exhibition, regular season and playoff schedules. The regular season of each League runs from approximately the third week of September to the third week of March of the following year, and is composed of 68 games per team in the OHL and QMJHL, and 72 games per team in the WHL. Approximately one-half of such games are played on “home ice” in an arena located in the team’s home area. The remainder are “away” games to which teams travel, generally by bus, as a group. The CHL schedule culminates in the Memorial Cup tournament, which sees each of the three League champions as well as the host team play a round-robin tournament to determine a national champion.

12. In total, approximately 1300 players play with the CHL teams each season.

13. The CHL is affiliated with Hockey Canada, the national governing body for amateur hockey in Canada. Hockey Canada oversees the management of programs in Canada from entry-level to top-level teams and competitions.

14. The CHL and its member Leagues, teams and players register with Hockey Canada through the Hockey Canada Registry and are "Registered Participants" under Hockey Canada's by-laws. They adhere to Hockey Canada regulations. Further, the CHL is formally recognized as a "Partner" of Hockey Canada in its by-laws. Attached as Exhibit "A" to my affidavit are By-Laws 12 and 13 of the Hockey Canada By-Laws.

15. Hockey Canada considers the CHL to be an amateur league and the CHL teams to offer the highest level of non-professional hockey competition in Canada, administrated as a development program under the auspices of Hockey Canada. Attached as Exhibit "B" is an excerpt from the Transfer and Release Agreement between USA Hockey, Hockey Canada and CHL.

The CHL's Goals

16. The CHL's goals are focused on the players. At the very core of everything we do is the philosophy of "Players First". The quality of the player experience is a first priority for all teams in the CHL. Embedded in the delivery of all player supports and programs is an understanding that the CHL operates with a view to prioritizing players' interests and needs above all else. Attached as Exhibit "C" is an OHL document entitled "OHL Comprehensive Player Support Program" which represents this philosophy and details the supports and programs available to the players. Each of the Leagues in the CHL has a similar document which summarizes the player-focused approach across each of the Leagues.

17. Our goals are to provide hockey training and development opportunities to talented adolescents; to foster their educational successes so they have career opportunities outside of hockey; to supervise and take care of them while living away from home; and to guide their character development as they grow into men.

18. I discuss each of these goals at a high level below. I provide more detail as to how these goals are achieved at the CHL, OHL and team level later on in my affidavit.

Hockey Training and Player Development

19. The CHL regards itself as the world's premier developmental hockey league. Our emphasis is on just that: player development. Our member Leagues and teams provide the

highest level of training for hockey players and the highest levels of competition to adolescent players who show talent and promise.

20. The CHL's teams provide players with elite-level coaching staff, athletic therapists, medical personnel, strength and conditioning coaches and nutritional consultants.

21. Amateur hockey players are in many cases driven and motivated by a desire to play in the CHL to obtain the highest level of training and development. Their ultimate goal is often to maximize their chances of playing in the National Hockey League ("NHL").

22. In Canada, the CHL is widely regarded as a stepping stone to the National Hockey League ("NHL"). The CHL supplies more players to the NHL and Canadian Interuniversity Sport ("CIS") than any other league in the world. Approximately 55% of current NHL players played at one time with a team in the CHL. Approximately 64% of CIS hockey players once played in the CHL.

23. These results represent the extent to which we focus our efforts on training young players to make it to the next level in the sport.

Player Education

24. While most of the players in the CHL dream of making it to the NHL, very few actually succeed. In the OHL, approximately 30% of players end up signing a contract with the NHL. Recognizing this, it is of utmost importance that our players continue to progress in their education during their time with the CHL. The CHL and its member Leagues and teams are focused on ensuring that players progress in their education, so that they have future educational and career opportunities if professional hockey careers do not materialize.

25. Indeed, over the time that I have been associated with the CHL and the OHL, the importance of education to achieving a satisfying post-hockey career has greatly increased, as have the resources and supports we have devoted to ensuring players attain the education necessary to succeed.

26. As a result of our focus on academics, the high school graduation rate across the CHL is 98.6% -- much higher than the reported national high school graduation rate for young men in

2011 of 82%. Attached as **Exhibit “D”** to my affidavit is an excerpt from the Statistics Canada report entitled “Education Indicators in Canada: An International Perspective”.

27. In the 2014-2015 season, the high school graduation rate in the OHL was 99.7%; in the WHL it was 100%; and in the QMJHL it was 96%.

28. Our scholarship program is one of the cornerstones of our focus on education. During the 2014-15 season, CHL teams paid \$6.2 million in scholarships for 769 graduate players. In the OHL, while only approximately 30% of players end up signing a contract to play in the NHL, almost half -- 49% -- use their scholarships.

29. Supporting our players’ educational goals is one of the most important objectives of the CHL. I am passionate about this issue and proud of our efforts.

Player Supervision and Caregiving

30. The vast majority of the players in the CHL are teenagers. Most players are 18 and under, still in high school or, in Quebec, in Cégep and are living away from home for the first time when they enter the CHL. These boys are required to attend high school or Cégep in the location where they live and play. Some of these boys are from as far away as the United States and Europe. We take very seriously the responsibility to ensure that these kids are supervised and supported in ways that are appropriate to their ages.

31. We run numerous programs and have several policies to safeguard the health and welfare of the boys, including:

- (a) a concussion management program;
- (b) a drug education and anti-doping program run in conjunction with the Canadian Centre for Ethics in Sport;
- (c) a nutrition program;
- (d) Academic Advisors for all teams;
- (e) a “Respect in Sport” program (addressing harassment and abuse);

- (f) policies on diversity, facial/head protection, use of mouth guards, tobacco use, gambling, pornography, throat protection, social networking;
- (g) zero tolerance for hazing, discrimination, harassment and bullying;
- (h) mental health support programs;
- (i) medical and dental coverage; and
- (j) CHL-wide requirement to have a defibrillator at the bench for every game and practice.

32. In addition to these programs which are run CHL-wide, there are also additional programs which individual Leagues and teams offer to players. For example, the OHL runs a mental health education program jointly with the Canadian Mental Health Association called *Talk Today*. *Talk Today* is designed for OHL players, parents, billet families and team staff to help identify and deal with mental health issues. As far as I know, it is one of, if not the most comprehensive mental health programs for amateur sports in Canada. It consists of several components including mental health and suicide-awareness workshops, mental health coaches, *Talk Today* community awareness events at OHL games, and mental health champions. A CMHA Mental Health Coach serves as a liaison for each team and is available to provide mental health resources, provide referrals to community mental health and addictions support, or mental health crisis intervention services.

33. The *Talk Today* program is being rolled out in the WHL and QMJHL next year.

34. Many teams also offer non-denominational spiritual support through Hockey Ministries International.

35. The QMJHL offers special support programs to players, including access to a confidential hotline.

36. All CHL players who are living away from home are billeted with local families.

37. In the OHL, the billet families are selected by the teams and the boys' families as appropriate caregivers for the players while they are away from home. All billet families go through background checks and must meet minimum criteria, such as providing a stable family

environment, appropriate supervision and support, access to computers, and private bedrooms. Parents put their trust in us to make sure that their boys are safe, going to school, doing their homework, eating well, getting enough sleep, managing the stresses of life, getting appropriate medical care when needed and learning important life lessons in a caring environment. I meet many of these parents personally and give them my word that their sons will be well cared-for. Very few parents would allow their boys to live away from home to play hockey without feeling confident that we have appropriate supervision and supports in place.

38. The teams and/or the billet families monitor school attendance and performance, impose and enforce curfews, provide for organized social activities and encourage participation in community activities on a voluntary basis.

39. We work very closely with parents to ensure that we replicate the kinds of rules, structure and support systems that the boys are used to at home, and that are appropriate to their ages, life stages and other relevant life circumstances. This player supervision and caregiving role is one of our biggest responsibilities.

Character Education

40. The hockey training that we provide to the players emphasizes fair play, integrity and good sportsmanship. This emphasis on character development applies both on and off the ice.

41. We strive to provide players with opportunities to get involved in the communities that host and cheer for them, and to give back to those communities. Depending on the team and individual players' abilities, needs and circumstances, players are encouraged to take part in volunteer and charitable activities in the community. We believe this sort of character development is an important aspect of every young man's education and will be important for our players regardless of their chosen career paths.

The CHL's Focus on Education

42. As I stated above, one of the CHL's key objectives is to ensure that, along with an outstanding hockey training experience, our players are also properly prepared for whatever career path they choose. The goal is to help the players achieve success both on and off the ice.

43. The CHL actively encourages players to succeed academically, both during their time with the CHL and thereafter.

44. In the current 2015-2016 hockey season, 100% of all players in the OHL have completed high school, are attending high school or are registered in post-secondary courses. The number of players registered in post-secondary courses is significant: approximately 30% of all players in the OHL enroll in university or college courses during the hockey season.

45. There are several ways by which academic success is encouraged and promoted at the CHL level. I discuss below the Leagues' scholarship programs, the teams' Academic Advisors (called "Education Advisors" in the WHL), the CHL's Academic Awards and my monitoring of the academic results of the Leagues. There are also many other ways in which academic success is supported and promoted by the OHL and its member teams, which I address later on in my affidavit.

Scholarship Program

46. Every player in the CHL is eligible to receive a scholarship for post-secondary education.

47. The purpose of the scholarship program is to provide players the opportunity to pursue their hockey and academic goals.

48. The CHL scholarship program is one of the most comprehensive scholarship programs in amateur sport. The program allows players to pursue subsidized post-secondary education at Canadian and American universities, colleges, professional schools, technical schools and trade schools.

49. The scholarship program was introduced in the early 1980s. It has evolved and been enriched over time. It was introduced because there was a growing demand amongst players and their families to ensure that there were academic alternatives if a professional hockey career did not materialize.

50. During the 2014-15 season, 769 graduate CHL players drew on academic scholarships representing more than \$6.2 million. The 769 scholarship recipients enrolled in 163 post-secondary institutions across North America, with many graduates continuing to play hockey in

CIS programs across the country. However, the scholarships are purely academic. There is no requirement for the CHL graduate to play hockey at the University or College level should he choose to focus entirely on his studies.

51. I am very closely involved in the process of signing up players to the OHL teams. I review and sign all of the OHL players' contracts (these are called Standard Player Agreements, or "SPAs"). In particular, I review the SPAs to ensure that each player receives at least the minimum scholarship package mandated by the OHL. I speak with many of the parents and the players being selected to play in the OHL.

52. Many players and their parents choose to be represented and/or advised in this process by an agent. These agents are often the same individuals who represent professional hockey players. They represent amateur athletes (including CHL hockey players and NCAA players) for no fee or for a deferred fee to be paid if and when the player becomes professional. The idea in this – as in other amateur sports – is that the agents make an early investment in players while they are amateurs hoping that these relationships will pay off in the future when the players sign professional hockey contracts.

53. In my experience in the OHL, one of the most important priorities of the players and their parents – and the most important way that agents add value – is in the negotiation of the scholarship.

54. There is variation in the scholarship programs across the Leagues. In the OHL, at a minimum, each player is eligible for a one-year scholarship covering tuition, text books and compulsory fees for each season played, the quantum of which is based on the cost to attend the university closest to a player's parents' residential address (though players can use their scholarship toward any undergraduate degree, diploma or trade certificate, including Firefighting, Police Academy, EMS, at any recognized post-secondary institution of their choice and are reimbursed for actual expenses incurred). For American players, the reference school is the closest publicly-funded university or college. In addition to these minimum scholarship terms, players selected in the first round of the OHL Priority Selection also receive university room and board (which, combined with reimbursement of tuition, text books and compulsory fees is referred to as a "Full Ride"), the cost of which the teams are entitled to cap. Each team in

the OHL may pick one player in the first round of the OHL Priority Selection. The OHL Priority Selection is a selection mechanism designed to spread the talent of players equally among the League's member teams to ensure that there is a relatively even competitive environment for the boys.

55. However, within the OHL, there are further variations in respect of the length and amount of the scholarships. Individual teams may – and do – offer enhanced scholarship packages. The boys and their parents negotiate with the teams with respect to the scholarships. This results in tailored scholarship packages that meet or exceed the OHL's guaranteed minimum scholarship terms. For example, each team in the OHL is entitled to offer seven Full Ride scholarships to players selected in any round of the OHL Priority Selection, in a given four year cycle. Other examples of enhancements to the OHL-mandated minimum scholarship package may include:

- (a) three years of scholarship for two years played;
- (b) one year of scholarship guaranteed upon playing one exhibition or regular season game in each season of eligibility;
- (c) guaranteed benefits in the event of injury;
- (d) guaranteed benefits even though the player fails, in the opinion of the team, to demonstrate sufficient skill and ability to deserve a position as a player on the team; or
- (e) enhancement of a Full Ride scholarship package with the addition of a tuition escalation clause based on the forecasted percentage tuition rate increase as published by the relevant university.

56. The teams are responsible for paying for the scholarships.

57. Ordinarily, players who have played in the OHL for four seasons receive four years of scholarship funding.

58. These scholarships are on top of the education costs that are covered by the teams for the players while they are playing in the League. The teams cover all education costs for players

while in the League, including all tuition (including at the university or college level), books and tutoring costs, and in some cases private school fees.

59. Since 2008, scholarships have been administered centrally, through each League. The teams pay the League, and the League pays the player or the school directly. The goal is to create a one-stop shop for players to access their scholarship. This way, they can have one contact across the League who deals with players and academic institutions, while ensuring that scholarships are processed with a certain level of efficiency and consistency.

60. Players in the OHL must begin using their scholarships within 18 months of the end of their major junior eligibility, taking into account their over-age year. This is referred to as the “18-month rule”. The 18 months do not begin to run until after the player turns 20. The 18-month rule was established after consultation with players’ parents. The feedback received from parents was players should be encouraged to move on with their education, recognizing that the likelihood of doing so decreases with the passage of time. This is an example of how the scholarship program has grown and evolved to meet and serve the best needs of the players who call upon it.

Academic Advisors

61. All CHL teams are required to have Academic Advisors (referred to as “Education Advisors” in the WHL) associated with the team. These Academic Advisors closely monitor and promote the attendance and academic performance of all players, whether in high school, college or university. I discuss the role of the Academic Advisors in greater detail below.

Academic Awards

62. The CHL rewards academic excellence. The CHL Scholastic Player of the Year Award is awarded annually to the CHL player who is best able to combine success on the ice with success in school. There are also monthly academic awards. Each League also has numerous awards recognizing academic excellence. I discuss the OHL awards at paragraphs 186 to 187, below. Teams have individual monthly academic awards. Players are honoured before a team’s home game.

63. Last season's Scholastic Player of the Year Award winner was Connor McDavid, who played with the OHL's Erie Otters. In addition to being the NHL top overall draft pick, Connor maintained a straight A average. Connor was the Scholastic Player of the Year for two years in a row. The previous winner, Josh Morrissey of the Prince Albert Raiders, maintained a 92.4% average in his Grade 12 year at Carlton Comprehensive High School.

64. Each of the member Leagues in the CHL also recognizes their own Scholastic Player of the Year. The WHL also recognizes the Scholastic Team of the Year. I provide more information about OHL's academic awards, below.

Academic Review

65. All teams in the CHL must report on how many of their players are enrolled in high school, in post-secondary institutions and in non-traditional post-secondary institutions. This reporting allows me to follow up on the few players who are not enrolled to determine whether further support or assistance is needed. I review each teams' academic rosters twice annually and I also review the academic success rate of players (i.e. high school graduation rates).

66. Attached as Exhibit "E" is the report that each team is required to submit to the CHL office three times a year (at the end of October, at the end of January and in April), reporting on the academic success of players in each school semester. Among other things, the report requires that the General Manager and Academic Advisor attest to the number of players in high school, university, college, ESL courses and independent learning centres; the number of courses being studied; and the pass/fail rates.

67. Some teams receive weekly and/or monthly reports from the high schools in which their players are enrolled. Academic Advisors closely monitor our players' attendance, punctuality and academic success. Some coaches also personally monitor this as well. I believe that our players undergo more academic scrutiny while playing with the OHL than they would undergo at home, and certainly more than if they were playing in any alternative hockey program.

68. Beginning in January 2016, every player in the OHL will be required to submit a Professional Development Plan, which identifies his 3-year academic goals and 3-year

professional goals and reports on his current academic standing.

Background on Amateur Hockey in Canada

69. It is important to understand how and where the CHL fits within the amateur hockey system in Canada.

70. Amateur hockey in Canada consists of three broad levels of play: senior/intermediate (adult) hockey, junior hockey and minor hockey. Senior/intermediate (adult) hockey is organized ice hockey competition for adult amateur players over 20 years of age. I discuss junior and minor hockey, and their respective governance structures, in turn, below.

Junior Hockey

71. Junior hockey is ice hockey competition for amateur players between 16 and 20 years of age. Exceptional players aged 15 may also qualify to play, subject to Hockey Canada's approval, however, to my knowledge, there have only been five such players since 2005.

72. Junior hockey in Canada is broken into several tiers based on quality or level of play: Major Junior, Junior A (Junior AAA in Quebec), Junior B (Junior AA in Quebec) and Junior C (Junior A in Quebec).

73. The highest tier is Major Junior, governed by the CHL and its three constituent Leagues.

74. The other tiers of junior hockey are governed by provincial sports bodies governing amateur hockey (e.g. OHF in Ontario). None of these tiers provide educational support, standards, scholarships or resources to players.

75. The second tier is Junior A, governed nationally by the Canadian Junior Hockey League ("CJHL"). The CJHL oversees eleven constituent leagues across Canada. The CJHL season culminates in a national Junior A championship called the Royal Bank Cup. The CJHL is also affiliated with Hockey Canada and is governed by its regulations. Hockey Canada also recognizes the CJHL as an amateur league. In Ontario, the premier Junior A league is the Ontario Junior Hockey League ("OJHL"). While playing in the OJHL, players are provided with equipment (except for sticks and skates) and the teams pay travel costs. However, there is no

scholarship or tuition reimbursement program and the league still operates on a “pay-to-play” model, requiring all players to pay a fee for each season they play in the league. The fee varies per team, but can range between \$4,000 to \$8,000 per player, per year. Attached as Exhibit “F” is a news article detailing the “pay-to-play” model as instituted by the OJHL in 2013.

76. The next tiers are Junior B and C. These tiers typically operate as extensions of local minor hockey leagues, run under the auspices of the OHA. There is no national governing body at these levels. A popular Junior B league in Ontario is the Greater Ontario Junior Hockey League (“GOJHL”). Junior B and C leagues operate on a “pay-to-play” model. The fees range from \$1000-1500 per player, per year, in addition to costs of travel and accommodations for out-of-town games, which can be significant. Other than sweaters, socks and pants, players must pay for their own equipment.

77. There are also a few junior hockey leagues that operate outside the jurisdiction of CHL, CJHL or Hockey Canada. One example is the Greater Metro Junior A Hockey League (“GMHL”), a pay-to-play league founded in 2006. GMHL operates outside the hockey structure established by Hockey Canada, its member Branches and the CHL. As such, it is defined under Hockey Canada’s constitution as an “outlaw league”. The GMHL charges an annual fee of approximately \$6000 per player and offers no scholarship program. Players from out of town pay to be billeted with local families. The GMHL provides some but not all equipment.

78. In the United States, the top level of Junior Hockey is Tier I, represented by the United States Hockey League (“USHL”). The USHL consists of teams in the central and Midwestern US. The USHL does not charge players to pay. Players are provided with equipment and the teams pay travel costs. However, USHL does not offer a scholarship program. Tier II Junior Hockey in the United States is represented by the North American Hockey League (“NAHL”). In the NAHL, there is no scholarship program and all player expenses, including room and board are borne by the player.

79. All of the leagues referred to above charge admission to games and attract significant crowds. For example, in 2014/15, the OJHL’s league-wide attendance was 135,331. Attached as Exhibit “G” are attendance records reported on Pointstreak.com.

Minor Hockey

80. Junior hockey is one level above minor hockey, the level of ice hockey played by youth. In minor hockey, players are classified by age, with each age group playing in their own leagues. The rules are governed by Hockey Canada. Local hockey associations administer the players and leagues for their respective regions.

81. There are two broad groupings of skill levels in minor hockey: competitive and non-competitive. From house league/recreation hockey, progression is made to competitive hockey (sometimes referred to as “traveling hockey” because players travel outside of their hometowns to compete against other teams).

82. A competitive minor league team will hold tryouts and players will be selected for the roster depending upon skill level and fit. At this level, players chosen to compete experience a higher level of on-ice competition and coaching.

83. *Minor Hockey in Ontario.* By way of example, in the Toronto region, there exists the Greater Toronto Hockey League (“GTHL”). The GTHL is a minor level ice hockey organization that consists of several playing levels for children aged nine and older. Children begin in “Minor Atom” at the age of nine and can continue as far as “Juvenile” which consists of players aged 17-20. Attached as Exhibit “H” is the GTHL age chart for the upcoming 2015-2016 season.

84. While playing in the GTHL, players are separated into different competitive categories. House League is the least competitive, followed by Select, A, AA and AAA. AAA is the most competitive level of minor league hockey for children aged 9-16.

85. To play in the GTHL, players must first pay a league registration fee. Player registration fees alone can be as high as \$8,000 per player on a AAA GTHL team. In addition to the registration fee, parents and players must pay for the following:

- (a) equipment (top of the line equipment can cost approximately \$4,000 per player; and \$8,000 if the player is a goalie);
- (b) meals;
- (c) off-season training;

- (d) personal trainers (with ice-time, this can range between \$240 and \$425 per hour);
- (e) additional tournament fees;
- (f) travel to games; and
- (g) accommodations for out-of-town games.

86. Further to these costs, while in the GTHL, players do not receive any education benefits or scholarship packages.

87. Attached as **Exhibit “I”** is an article from the Toronto Star in 2013 that discusses these costs. The article estimates that the annual cost for a AAA player in the GTHL is between \$10,000 and \$15,000 per year.

88. There is a growing trend in minor hockey for coaches to be paid. Some minor hockey teams charge admission to games.

89. *Minor Hockey in the Western Provinces.* There are similar structures to the GTHL for minor hockey leagues in the Western provinces. For example, in Manitoba, there are several regional minor hockey leagues. Hockey Winnipeg is a minor hockey association that consists of various minor hockey leagues in and around the city of Winnipeg. Children can begin participating in these leagues at 5 years old in house league and can continue as far as “Midget” which consists of players aged 16-17.

90. While playing for one of the leagues under the Hockey Winnipeg umbrella, players are separated into different competitive categories. House League is the least competitive, followed by A, AA and AAA. AAA is the most competitive level of minor league hockey for children aged 14-16. AA is offered for children aged 11-16, A is offered for children aged 8-10, while house league is offered for children aged 5-8. Attached as **Exhibit “J”** is an excerpt from the Winnipeg Hockey Association’s rule book outlining the different competitive levels and age categories for its teams.

91. Apart from the regional minor hockey leagues in Manitoba, the province has a competitive Midget AAA minor hockey league called the Manitoba AAA Midget Hockey League. The league has 12 teams spread across the province and in northwestern Ontario. Each

team is designated a region within the province. The teams are only allowed to select players within their designated region during the tryouts for the league. An exception to this rule exists in the case of a player who remains unsigned on October 1st of any given year. In such a case, the unsigned player may try-out for, or be signed by, any other team. However, a player who refuses to sign with the team in his region is not eligible to transfer to another region.

92. To play hockey in one of the minor hockey leagues in Winnipeg, players must first pay a league registration fee. Player registration fees alone can be as high as \$5,000 per player on a Manitoba AAA Midget team. In addition to the registration fee, parents and players must pay for the following:

- (a) equipment (top of the line equipment can cost approximately \$4,000 per player; and \$8,000 if the player is a goalie);
- (b) meals;
- (c) off-season training;
- (d) personal trainers (with ice-time, this can range between \$200 and \$250 per hour); and
- (e) travel to some games.

93. Further to these costs, while playing hockey with a Manitoba AAA Midget team, the players do not receive any education benefits or scholarship packages.

Hockey Academies

94. Hockey academies are also a growing trend. These are privately-owned, specialized sports schools (mainly for high school-aged kids) where hockey is the main focus. Tuition to attend can range between \$35,000 to over \$50,000. This does not include costs of equipment, sticks, skates, school uniforms, textbooks, travel and incidentals.

95. Boys attending hockey academies split their time every day between traditional classes, on-ice hockey practices (approximately 90 minutes daily), hockey games and sports-specific fitness training (approximately 60 minutes daily). In addition, many also play on a minor-league team and commit to their team's practice and game schedule.

96. Hockey academies promise to make students better hockey players, with additional ice time and private instruction.

97. Hockey academies in Canada include Rockland Academy, Hill Academy (Vaughan, Ontario), Okanagan Hockey Academy (Penticton, British Columbia), Yale Hockey Academy (Abbotsford, British Columbia), Canadian International Hockey Academy (Rockland, Ontario) and PEAC Academy for Elite Athletes (North York, Ontario).

98. Connor McDavid, a former OHL player and the NHL's number one draft pick in 2015, spent three years at PEAC Academy.

99. Attached as Exhibit "K" is an article entitled "Buying into the dream: Hockey academies a growing trend, with costs surpassing \$50,000 a year", published in the National Post on December 16, 2015 which addresses hockey academies in Canada.

Comparison of Hockey Alternatives

100. One significant difference between the various junior hockey leagues and minor hockey leagues in Canada is the skill level of the participating players. Players who play Major Junior hockey in the CHL are the most skilled players within their respective age group. The skill level of players in Junior A leagues is lower than in the CHL, and the skill level of players in Junior B leagues is lower than in Junior A leagues.

101. The other significant difference between alternative junior/minor hockey leagues, the hockey academies and the CHL is the range of benefits received by players and payments required by players and their families. As detailed above, outside of the CHL, most other hockey alternatives require significant payments from players (or, more realistically, their parents) to play hockey. These payments come in the form of registration fees, tournament fees, equipment, travel, meals, education and more. No hockey academy or alternative league to the CHL offers the type of robust education package that players are entitled to when playing in the CHL, or at all. Further, no alternative league or offers the same level of support, supervision and commitment to character development.

102. However, other than these two significant differences, the players in all of these leagues make the same commitments as the players in the CHL. Players in lower or parallel leagues to the CHL commit to adhere to a team's practice schedule, workout schedule and training schedule. These schedules include multiple practices and games every week. Scheduled games and tournaments often require travel out-of-town. The players commit to maintain exceptional physical health and fitness, follow directions from their coaching staff and spend time at team facilities during practice, training and games. Boys playing AAA hockey in the GTHL minor league can be traded; as can boys playing Jr. A, B and C in the OJHL and GOJHL.

103. These types of obligations on players in minor and junior hockey, exerted by the team, are essential in developing players' hockey skills, with a view to consistently improving and possibly becoming professional athletes.

104. These types of obligations are typical in any type of competitive amateur sport.

105. The differences between the time commitments and obligations of players in the CHL versus players enrolled in hockey academies is negligible. However, players enrolled in hockey academies pay significant tuition fees and incur all costs of equipment, textbooks etc.. Further, they do not obtain scholarships from the hockey academies to attend post-secondary education.

106. Another alternative to playing hockey with the CHL is to play college-level hockey under the auspices of the National Collegiate Athletic Association ("NCAA") in the United States.

107. NCAA Division I schools provide athletic scholarships. Division III schools do not offer athletics scholarships. NCAA scholarships range from partial to full coverage of tuition and fees, room and board and course-related books, for one or more years. NCAA scholarships are not guaranteed. They can be reduced or withdrawn depending on the student's performance on the ice. In most cases, coaches decide who receives a scholarship, the scholarship amount, and whether it will be renewed. Scholarships range from partial to full coverage based on grant and financial aid. The financial status of a player's family is taken into account in determining the quantum of a scholarship. A player can end up paying more on an NCAA athletic scholarship than he may pay to attend a Canadian university without a scholarship.

108. According to NCAA's website, only about two-percent of high school athletes are awarded athletics scholarships to compete in college.

109. Players who have participated in the CHL are treated as ineligible to play NCAA hockey. In or around 1980/81, the NCAA decreed that CHL teams would be deemed by the NCAA as "professional", and hence ineligible to play for universities in the United States. This decree was prompted by competition. NCAA competes with CHL to attract talented hockey players. By designating CHL players as "professional", NCAA hopes to dissuade players from playing with the CHL in favour of playing NCAA hockey. NCAA also hopes to create more opportunities for American players. Players have to choose: they either play with the CHL or NCAA.

110. NCAA's designation of CHL players as "professional" has never been accepted by the CHL or Hockey Canada and has been in contention ever since decreed. The CHL and Hockey Canada have made efforts to convince the NCAA to change this designation. In August 2000, CHL and Hockey Canada (then called "Canadian Hockey Association") submitted a paper to the NCAA Subcommittee on Amateurism and Agents (the "Submission to the NCAA"), explaining the amateur status of CHL players in an effort to convince the NCAA to change its designation (the "Submission to the NCAA"). A Copy of the Submission to the NCAA is attached as Exhibit "L".

111. The Submission to the NCAA quoted from the NCAA document on proposed changes to the Amateurism Rules, as follows:

Many prospective student-athletes who would participate in [quasi-professional] activities are not elite athletes and most likely would find that a professional athletics career is not for them. These prospective student-athletes then should be able to pursue a college education and participate in intercollegiate athletics.

The Submission to the NCAA noted that "[t]his concept applies to an overwhelming number of athletes playing Major Junior Hockey".

Player Eligibility and Selection Process

112. Boys can be selected to play in the CHL as early as when they are 15 years old. The rules vary between the Leagues to some degree. Players in the WHL are eligible for selection in the calendar year in which they turn 15 years old, but in the OHL and QMJHL, a boy is eligible in

the calendar year in which he turns 16. Under Hockey Canada rules, boys cannot be playing team members in any of the three member Leagues until they turn 16 years old. However, Hockey Canada allows for exceptions to be made available to 15-year-olds in cases of “exceptional” player status. The decision to grant “exceptional” player status is made by Hockey Canada, not the CHL. To my knowledge, only five players to date have qualified under this Hockey Canada rule since 2005.

113. Players are eligible to play so long as they are no older than 20 years-old at the start of a season. The CHL places a cap of three 20 year-old or “overage” players per team, while only up to four 16-year-olds are permitted to play.

114. CHL teams are permitted a maximum of two “import” players (players from outside Canada or the US, generally from Europe) each.

115. In the WHL – where the process is called the Bantam Draft – teams can select eligible players from British Columbia, Alberta, Saskatchewan, Manitoba, Northwest Territories, Yukon, Alaska, Arizona, California, Colorado, Hawaii, Idaho, Kansas, Minnesota, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington and Wyoming.

116. In the OHL – where the process is called the OHL Priority Selection – teams can select players from Ontario, as well as from the U.S. states Michigan, Pennsylvania, New York, Arkansas, Florida, Illinois, Iowa, Louisiana, Missouri, Ohio, South Carolina, Virginia, Wisconsin, Alabama, Delaware, Georgia, Indiana, Kentucky, Maryland, Mississippi, New Jersey, North Carolina, Tennessee and West Virginia.

117. In the QMJHL, players may be selected from Quebec, Nova Scotia, Newfoundland, New Brunswick and Prince Edward Island, as well as the U.S. region of New England, which includes Connecticut, Maine, Massachusetts, Vermont, New Hampshire and Rhode Island.

The Ontario Hockey League

118. The Ontario Hockey League is a non-profit corporation organized under the laws of Ontario. It is a member of the CHL and the governing body for major junior ice hockey in Ontario. The OHL was founded in 1934.

119. Since the 1998/99 season, the OHL has consisted of 20 teams divided into two Conferences. The League's division of teams is primarily based on geography to ease the distance the teams must travel.

120. Within each Conference, the teams are split into two Divisions, also on the basis of geography. In the Eastern Conference, the East Division is made up of the Hamilton Bulldogs, Kingston Frontenacs, Oshawa Generals, Ottawa 67's and Peterborough Petes. The Central Division in the Eastern Conference is made up of the Barrie Colts, Mississauga Steelheads, Niagara Ice Dogs, North Bay Battalion and Sudbury Wolves.

121. In the Western Conference, the Midwest Division is made up of the Erie Otters, Guelph Storm, Kitchener Rangers, London Knights, and Owen Sound Attack. The West Division of the Western Conference is made up of the Flint Firebirds, Saginaw Spirit, Sarnia Sting, Sault Ste. Marie Greyhounds, and Windsor Spitfires.

122. The teams compete primarily against other teams in their own Division and Conference. This reduces travel and time away from school. (On average, players in the OHL miss only 9 days of school per year, and when they do, the Academic Advisors ensure that they are caught up and receive tutorial support if necessary. I estimate that boys playing minor hockey would miss approximately 20 days of school per year due to travel to games out-of-town.) Less frequently, the teams compete against teams in the other Conference. During a typical 68-game OHL regular season schedule, a team will play 48 games against Conference teams with 26 of those 48 games being played within their own Division. The remaining 20 games (10 home games and 10 away games) will be played against teams in the opposite Conference.

The OHL's Goals

123. The OHL's goals are the same as those of the CHL.

124. The OHL's primary objective is to facilitate and support players in developing their hockey skills while recognizing the importance of maintaining their education and future ambitions outside of hockey. As a result, the OHL facilitates players' education while they play in the League. It also facilitates significant post-secondary educational opportunities for players who choose not to pursue a professional hockey career with the NHL after graduating from the League through its scholarship program, which I discuss in paragraphs 54-60, 130-135 and 170-173 of this affidavit.

125. In addition to fostering players' hockey and scholastic development, the League aims to provide the players with moral and character development. To this end, each of the OHL's member teams organize a range of community engagement activities. Depending on the team and the individual player's circumstances, these volunteer and charitable activities are usually optional, but often encouraged. In encouraging the players' participation in these endeavors, the teams strive to inspire players to give back to their communities and teams. Developing this life experience and attitude of gratitude is important for all players regardless of whether they go on to play professional hockey.

126. The League, through its member teams and coaching staff, provides the players with supervision, discipline and parental-type support and guidance. The majority of the players in the League travel from their hometowns across Ontario and the United States to play in the League. There are also a few players on each team who travel from Europe. The players are billeted by families selected by the league and teams as appropriate guardians for the players. As a result, the teams and billet families are charged with the responsibilities of reasonably ensuring the players' safety, well-being and interests. This requires the imposition of rules and structures as I discuss below.

127. The supports provided to players by the League and teams range from appropriate medical support, guidance and counselling to the necessary supports and resources relevant to premier hockey training and educational opportunities. This support is provided to different players in differing degrees and to different extents in recognition of the uniqueness of each player's needs, abilities and circumstances.

128. Different supports, resources and opportunities are extended depending on the player's age and life stage, hockey skills, educational ambition and abilities, and other relevant life circumstances. For example, some players come to the League in the midst of a family crisis, or a crisis arises during the season. These players are often provided with additional counselling and guidance supports. By contrast, players who get injured during the season often require additional medical supports and rehabilitation resources. Some players struggle academically and are more strongly encouraged to take advantage of the academic opportunities afforded by the teams.

The OHL's Focus on Education

129. As I have stated, the OHL provides players with the opportunity to develop their hockey skills in the highest amateur hockey league in North America, while also supporting players' academic achievement, including in the following ways.

The OHL Scholarship Program

130. The teams in the OHL provide scholarships to players. The purpose of the scholarships is to provide players with the opportunity to pursue meaningful post-secondary education while playing with the OHL and after they graduate from the OHL.

131. I have described the OHL Scholarship program in detail in paragraphs 54-60 and 170-13.

132. Since 2008/09, the OHL's teams have provided 1712 scholarships representing in excess of \$11,796,300 in scholarship payments to universities and colleges for the benefit of former players. This does not include \$30,570,000 in contingent liability for scholarships earned by current and former players but not yet used. This makes the OHL the leading provider of hockey scholarships in Ontario.

133. A total of 293 former players are using their OHL scholarships in the 2015/2016 academic year. After leaving the OHL, approximately 49% of players use their scholarships.

134. In addition to providing players with the scholarship funds for their post-secondary studies after they leave the League, the teams also pay for current players' education expenses. This includes all tuition fees, text books and compulsory fees for the player while attending high

school, college or university or a certified trade school while playing for their respective team. The teams make these payments to foster players' educational development while they play in the OHL, and to ensure that players maintain their educational options. In the 2014/15 hockey season, OHL teams spent a total of approximately \$475,000 in college and university tuition fees, and hundreds of thousands of dollars more in tuition fees, transfer fees, book fees and tutoring fees for high school players.

135. The OHL has a dedicated employee – the Manager of Education Services – who administers the scholarship program.

League-Wide Education Standards

136. It is the intent of the Ontario Hockey League to support the student athletes with the very best learning environment. In this way, it is hoped that every athlete may achieve his personal educational goals.

137. The OHL requires all teams to monitor school attendance and academic progress and to provide the boys with academic tutors during the hockey season and until the conclusion of the school year (which runs longer than the hockey season), if necessary.

138. The OHL's Academic Mission Statement captures the academic philosophy of the League. The Academic Mission Statement states as follows.

The Ontario Hockey League is committed to assisting and providing EVERY OHL Student Athlete with the opportunity to maintain, achieve and grow in his unique academic pathway. Through the support of all stakeholders within the League (Governors, General Managers, Coaches, Players, Parents and League Office Staff) it is the goal to provide every player with the skills required to be successful in his life after hockey. Proper academic planning will create a balance between hockey and school, every OHL Student Athlete will be guided by his individual team's academic policy and academic support model.

A copy of the Academic Mission Statement is attached as Exhibit "M".

139. Every team in the OHL must have an Academic Policy which meets minimum League-wide education standards. The OHL member teams are governed by minimum League-wide education standards, which are memorialized in each player's Standard Player Agreement. The minimum education standard is that all players must graduate from high school in a timely way

and must take at least one course per semester. In order to ensure this objective, the teams exercise supervisory and disciplinary controls to ensure that players are committed to achieving at their level of academic capabilities.

140. All players are expected to attend high school until graduation. All players enrolled in educational programs are expected to participate fully in all classes. Players are also encouraged to pursue post-secondary courses while playing in the OHL.

141. The OHL and its member teams recognize the individuality of each player. Teams exercise supervision and discipline appropriate to an individual player's academic abilities and needs. We place the players' education ahead of the team's hockey successes and require that discipline be consistent for all players regardless of age or the player's ability to contribute on the ice.

142. Depending on a team's General Manager, coaching staff, or Academic Advisor, different teams put the OHL's minimum education standards into practice in different ways. Teams also go above and beyond the minimum standards to different degrees depending on the team's management and coaches and the players' interests, needs and abilities.

143. Players' individual abilities, needs and interests also dictate how the teams put into practice the OHL's minimum education standards. Some players struggle academically. Those players are provided with extra resources and tools necessary to successfully graduate from high school. There are often a few players in the League who graduate from high school each year whose parents report that if the player had not played in the OHL, he likely would not have graduated.

144. Players on the other end of the academic spectrum may come to the League already aspiring towards a certain career path that will involve many years of post-secondary education. Some of these players may be more realistic about their chances of playing professional hockey and may not be set on this career path. As a result, these players are often more receptive to additional educational supports and will often seek them out and spend a greater amount of their time with the League devoted to their schooling. For these players, the League's and teams'

education supports and programs may play a greater role in their relationship with their team than for other players who are focused on pursuing a professional hockey career.

145. *Academic Policies.* Each team in the OHL must have an Academic Policy and must provide a copy of their Academic Policy to the OHL. Attached at Exhibits “N-GG” are the Academic Policies of each team, for the 2015-2016 season. The following are excerpts from just some of the Academic Policies.

Erie Otters

We want to create an environment that will nurture, engage and stimulate the players intellectually so they become motivated, inspired and driven in their current and future academic and professional careers. Through traditional learning we will ensure that every Erie Otter will graduate with their high school diploma and will be encouraged to begin working towards a post-secondary degree. ... We believe that academic success has a direct correlation to attention to detail and hard work in which we believe every Otter must have to be successful and proficient both the [sic] in hockey and in the professional world.

Flint Firebirds

As an organization, the Flint Firebirds are concerned about the whole person. Our academic team works alongside our coaching staff and front office to help develop quality young men. While our team strives for success on the ice in the OHL, we also strive success in the classroom. We believe that success in academics breeds success in all areas of life, including hockey.

Guelph Storm

We provide the opportunity for our players to graduate from high school in 4 years. We provide academic support (guidance and tutoring) to help them meet that objective and encourage players to enjoy a full high school experience (academically and socially). In instances where players require a 5th year of high school (due to academic difficulties, or a desire to increase grades) we support those players. We do not, however, want the extra year to be the “norm” for our student/athletes....Our expectations for our players who have completed high school is to take 2 courses for each of the Fall and Winter semesters (and 1 course each summer) at a College or University.

Kingston Frontenacs

The Kingston Frontenacs' Academic Policy is very simple, every player must graduate high school and every player that has graduated high school must take at least one post-secondary course. Kim Hulton has daily contact with the high

school players and their teachers to ensure that there are no issues and is also in contact with player's parents.

London Knights

The London Knights will create and foster an environment that applies knowledge for the benefit of society through excellence in teaching, research and scholarship. Our student athletes will be global citizens whose education and leadership will prepare our players for life after hockey...

Each London Knights player will be given the foundation to be successful in both academics and athletics. All London Knights players will receive a high school diploma and be enrolled in university, college or community involvement programs until their completion of major junior hockey. Players will be expected to be in class for all school days.

Niagara IceDogs

Every player on the Niagara IceDogs will graduate high school with an average higher then [sic] what they left their home school with. We do not accept complacency and refuse to allow a student's marks to drop upon joining our team.

...

If a player for the Niagara IceDogs skips or misses a class unexcused, then he misses our next club game, with no exceptions.

Ottawa 67's

The Ottawa 67's organization believes in supporting the educational goals and expectations of its student athletes and their parents by providing them with exception educational opportunities, resources, and access to an Academic Advisor prior, during and post season. Team management follow closely the progress of all high school players, while the graduates are encouraged to pursue College, University or interest courses. It is the goal of the 67's that the players recognize that education and hockey are both important accomplishments.

Peterborough Petes

The Peterborough Petes goal is ensure that each player maximizes his academic potential while playing for the Peterborough Petes. Players are given provided [sic] with resources that they may require in order to not only maintain, but to improve their academic standing while playing for the Petes. Regardless of the hockey playing future of our players, a strong academic background will allow players to pursue opportunities beyond their playing days.

Soo Greyhounds

It is our mission to create a world-class culture of champions: in the classroom, in the community, and on the ice. As an organization, we are acutely aware that it is

our duty to ensure that every young man who enters our program is given the guidance and resources to maximize his potential in each of those three areas. Everyone within the organization realizes that not all players will go on to secure lucrative professional hockey careers, and therefore does everything in our power to ensure that those who do not advance to the NHL or other pro leagues leave the team with a well-rounded education to fall back on.

146. *Academic Advisors.* The OHL requires that all teams have an Academic Advisor associated with the team. The Academic Advisor must have a university degree and significant sport administrative experience. The position also requires a working knowledge of the high school curriculum. The OHL requires all teams to provide its players with access to the Academic Advisor throughout the course of the hockey season, school year and off-season.

147. The Academic Advisor's main role is to assist with and monitor the players' academic progress throughout the season and to do so by liaising with the players' schools (both in their hometown and in their team town). The Academic Advisors are all professional educators such as guidance counsellors or teachers. They ensure a smooth transition from the player's team school to their home school at the end of each season. Depending on the Advisors and the players' needs, they also organize tutoring sessions, study halls and monitor players' report cards and grades. When players enter the League, one of their first points of contact is often with their Academic Advisor.

148. All Academic Advisors are required to attend two annual meetings. There is an annual 2-day meeting coordinated by the OHL and held in June, and another annual meeting held in November. At these meetings, the Academic Advisors discuss issues and best practices related to the educational supports provided to players. Topics include how to smooth transitions between schools (either on joining a team or returning to a home school at the conclusion of a hockey season); how to ensure transfer of credits between schools, especially schools in difference countries; and how to ensure that educational experiences align with players' individual goals.

149. Some teams hold weekly tutorial sessions or study halls that are mandatory for all players. These may be held at the arena or at the school. Some teams may also hold mandatory study halls on road trips. Players in school on these teams devote considerably more hours to

their school work in a manner that is monitored and organized by the team than do players on teams without such mandatory study sessions.

150. There are also teams that take a more individualized approach to the players' education and will only hold mandatory study halls or tutoring sessions for players whose grades fall below a certain level or for players who express an interest in such resources. Players who are on these teams, who are in school and achieving a certain level of grades, may not devote any academic hours to initiatives organized by the teams.

The OHL Billet Program

151. The teams participate in screening and selecting families to act as billets for the players. While all billet families meet certain important minimum criteria, there are a range of families that act as billets for the players. Some families have their own young children while others may have children the same age as the player they are billeting or they may have no children at all. This dynamic may impact on the level of supervision and support the family offers to the player.

Roles and Responsibilities of the League Commissioner

152. My role as OHL Commissioner is to provide direction for the OHL's operations, including with respect to: player safety, game supervision, scheduling, League meetings, player drafts, agreements and scholarships, player transactions, finance, marketing, media relations, communications and statistics/results.

153. Player safety is one of my key functions. The OHL is well-respected as a leader in player safety. We were the first league to make it illegal for players to make head contact with opposing players.

154. I consider it my responsibility to look out for the best interests of players. I am always looking for ways to improve programs for players. Recently, we have introduced programs on mental health (for example, the *Talk Today* program which is described in more detail above). We are also in the process of introducing a new program on respect for women.

The Standard Player Agreement

155. Every player who plays in the OHL enters into a Standard Player Agreement (“SPA”) with the team they decide to play with. The purpose of the SPA is to express mutual commitments made by the team and the player. The SPA also reflects the team and the player’s mutual understanding that the player is an amateur athlete in need of supports that are not provided to professional athletes.

156. The SPA expresses the team’s commitment to provide the player with a multi-faceted development program, focused on hockey training, education, supervision and character development. The team promises to provide a premier hockey development opportunity in a safe and healthy environment, as well as an education development program with the supports necessary for the player to maintain the educational opportunities of his choosing. The League also provides players with moral character development.

157. Through the SPA, the team also commits to ensuring the player’s safety and well-being and to protecting their interests. In recognition of these commitments, the player commits to play exclusively for the team, as is the case for any organized sports team.

158. In signing the SPA, the player commits to meeting certain expectations the League and teams have set for players who play in the OHL. The player agrees to certain minimum standards, including in relation to his health and fitness, his participation in league or team sponsored events, and his conduct on and off the ice. The player agrees to abide by the team’s rules relating to curfew, the use of tobacco, drugs and alcohol, attendance at school, and community service and training. Requiring the players to make these commitments also helps the teams ensure all players’ safety and well-being.

159. The commitments made by the players are designed to ensure that the teams are able to follow through with the commitments they have made to provide the players with multi-faceted development opportunities. For example, requiring players to attend all practices and games ensures that the teams are able to provide players with a premier hockey development program.

160. In recognition of the team’s assumption of these supervisory and caretaking responsibilities, the parents of every player must sign the SPA along with their son, regardless of

their son's age. Parental involvement in negotiations and parental agreement is necessary, because the team is making commitments to the player as well as to the player's parents. It is therefore necessary to have the parents participate in the agreement as a party. In most cases, the parents and the player are represented by agents and/or obtain legal advice before signing the SPA.

161. Below I discuss certain specific elements of the SPAs, including the requirement that the League approve all SPAs, the trade clause, the OHL Scholarship SPA provisions, and the players' specific commitments. Finally, I discuss the historical version of the SPA and the evolution of the terms and provisions contained therein.

League Approval over all SPAs

162. The OHL must approve and register all agreements entered into between its member teams and the players. This approval ensures that the League is able to maintain consistency in the minimum level of supports and benefits that the teams provide for the players to maintain a competitive balance across the League. While the teams are able to offer, and do offer, varying levels of supports and other benefits to their players, there are certain minimum League standards that must be met.

163. Requiring League approval also ensures that the teams are not offering impermissible benefits to players in an attempt to improperly influence the players' decisions to play with the team. Impermissible benefits are benefits that are less tied to the players' development and more closely linked to financial or other rewards for the decision to play with the team. The teams are not permitted under any circumstances to offer cash or any other incentive bonus to players for their performance, other than small gift cards or holiday gifts. (There are standard provisions regarding player honoraria to celebrate success in the playoffs, described in paragraphs 174-175, below.) Without any check on the provision of these benefits by the League, teams with greater financial means would be able to offer incentives to players that other teams with less financial means would be unable to. The result would be that the most highly skilled players would play with the teams with the greatest financial means and it would be more difficult to maintain a competitive balance across the League.

164. The League's philosophy is that maintaining competitive balance in the League fosters the best development opportunities for players, because the players are on a relatively even playing field which provides excellent opportunities for all players on all teams in the League. Players have the greatest chance of further development if they are challenged, but able to keep pace, when playing against their opponents. Ensuring that League minimums are met and that no impermissible benefits are provided assists in achieving the League's goal of competitive balance.

Trade Clause

165. Players may not be traded while in high school without their consent. By accepting a team's offer to play and develop with the team, players who have completed high school may agree under the SPA that the team may trade him to another team at the team's discretion (subject to approval by the League as I discuss below). However, players and their parents have an opportunity to negotiate for a "no trade" clause for the duration of their time playing with the League.

166. As a development league that is training its amateur athletes to prepare them for professional hockey, the potential opportunity to be traded is designed to assist in that regard. However, in recognition of the fact that the players are still amateur athletes and in recognition of the League and team's commitment to ensuring the players' well-being and interests, the League must approve all trades. This discretion is exercised by the League to ensure that the players' interests are being considered and protected. Players in high school may not be traded without consent.

167. Many of the players who are ultimately traded have made the request themselves. Trades arise due to numerous different circumstances. For example, trades have been arranged to allow a player to be closer to family where circumstances require (e.g. family illness); to allow a player to take advantage of particular academic courses offered at a particular institution; to address issues of team composition; and to allow players to get more ice time on a different team. The trade clause provides the flexibility that is needed to address these issues. It is administered sensitively and fairly.

168. In addition, to the discretion exercised by the League, no trades are permitted during the Christmas period of any hockey season.

169. A player who is traded does not forfeit any part of the OHL Scholarship that he has earned and nothing about a trade affects a player's entitlement to his scholarship.

OHL Scholarship

170. ***Current Players.*** The SPA commits the teams to pay for the players' reasonable expenses associated with the players' enrollment in a high school or designated post-secondary educational institution in the team's city or through an online institution. Post-secondary institutions are broadly defined to include all technical, trade and/or continuing education schools, colleges, universities, as well as on-line training schools or programs. In addition, while a player is a current player, the reasonable expenses associated with retaining qualified tutors will be provided as required.

171. ***Graduate Players.*** The SPA also commits the teams to provide the players with the benefits of the OHL Scholarship Program that I discussed above. The Scholarship can be accessed to fund any post-secondary, career enhancing program, once it is earned. The amount of the Scholarship depends on the costs of tuition, compulsory fees, and books at a university or college that is closest to the player's hometown. For American players, the scholarship amount is based on the publicly-funded institution closest to his hometown. Once the scholarship is earned, it is fully guaranteed by the team and the League.

172. There is variability in the benefits provided in the OHL Scholarship program, as I set out above at paragraphs 54-60.

173. As a recruiting tool, the teams are permitted to vary the terms of how the scholarship is earned. I have set out examples of the variations within the OHL in paragraphs 54-60, above.

Player Honorarium for Playoffs

174. The SPA sets out a standard honorarium to be played to players in recognition and celebration of playoff success. Players receive a \$100 honorarium if their team wins the first

round of play-offs; a \$150 honorarium if their team wins the second round; a \$300 honorarium if their team wins the third round; and a \$450 honorarium if their team wins the fourth round.

175. It is impermissible for teams to provide players with any other payments or benefits related to playoff success.

Players' Commitments

176. Under the SPA, a player commits to play exclusively with team in all exhibition, regular season, playoff games and all Memorial Cup tournament games. The player also commits to play in any other hockey games or tournaments as requested by the OHL or CHL. If the player is selected to play for any country in the World Junior Hockey Championships, the World Under 18 Hockey Championship, or the Under-17 Hockey Challenge, the League and team agree to provide the player with the appropriate release to allow them to play.

177. The player also promises to report on time and in good physical condition for the team's training camp and to maintain his good physical condition throughout the entire season. Ensuring that a player's health is maintained is a priority for the teams and as a result players are afforded with access to trainers, medical professionals and other rehabilitation resources as may be required throughout the season. Different teams have different arrangements for providing players with these resources. All teams have trainers on staff and a network of medical professionals that is made available to all players.

178. The SPA contains a commitment by the player to "use [his] best reasonable efforts to remain in school and to pursue an education while playing for the Club, it being understood that the OHL and its member Clubs promote and support the concept of players pursuing their educations to the maximum reasonable extent".

179. Finally, the player promises to behave in a manner "consistent with good standards of honesty, morals, fair play, and the rules of the OHL and the Club." These rules may include guidelines prohibiting the use of tobacco, drugs and alcohol, as well as rules on personal conduct on and off the ice, attendance at school, curfew, community service and training. The player also agrees to follow any rules and regulations established by the League, including rules relating to

the OHL Scholarship Program. The rules established by governing hockey bodies, including Hockey Canada and USA Hockey, must also be followed.

180. In my experience with amateur hockey and athletics at many different levels, the commitments made by the players under the OHL SPAs are substantially the same as the commitments made by amateur athletes more generally. There is nothing unique about a commitment to play exclusively with one's team, agreeing to maintain one's physical health, and promising to abide by the rules around player conduct, safety and good sportsmanship. These are the same commitments that the kids who I coach on the Whitby Wildcats Minor Midget AAA team make.

Historical Version of the SPA

181. In or around August 2013, the OHL revised the form of the SPA to further re-inforce the mutual understanding held by the League, teams, players and parents that the players are amateur student athletes (the "Current SPA"). A copy of the Current SPA is attached to my affidavit as Exhibit "HH".

182. For the 2013/14 season, some players signed the Current SPA. I note that the plaintiff, Sam Berg did not. He signed the form of SPA that was previously in place (the "Former SPA"), a copy of which is attached to my affidavit as Exhibit "II".

183. All players signed the Current SPA for the 2014/15 season and since.

184. We do not consider that the teams are entering into an employment relationship with the players. The changes to the SPA have not been made in an attempt to hide an employment relationship but in an attempt to more accurately describe the relationship between the teams and the players.

CRA Treatment

185. Attached as Exhibit "JJ" to my affidavit is a letter from Peter Menard, CPP/EI Rulings Officer of Revenue Canada to the Sudbury Wolves Hockey Club Limited, dated September 18, 1997. The letter states:

This letter will serve to advise you that all of your O.H.L. players are not considered to be employed under a contract of service with the Sudbury Wolves Hockey Club. As such, you are not required to deduct Canada Pension Plan contributions and Employment Insurance Premiums nor should you be issuing T4 slips for these players.

The amount you are paying for the players room and board and pocket money is considered a reimbursement for their living expenses and not considered as employment income.

League Awards, Playoffs and World Juniors

League-wide Awards

186. In addition to awarding the J. Ross Robertson Cup to the champion OHL team each year, the League has a number of other League-wide awards. These awards recognize the League's hockey development goals as well as the League's other developmental goals.

187. Each year, the OHL awards the following academic and community service awards:

- (a) Bobby Smith Trophy – awarded to the player best able to combine on-ice performance with scholastic success.
- (b) Dan Snyder Memorial Trophy – awarded to the player judged to have made the most notable contributions to his community.
- (c) William Hanley Trophy – awarded to the player judged to have been the most sportsmanlike player.
- (d) Roger Neilson Memorial Award – awarded to the top academic college/university player
- (e) Ivan Tennant Memorial Award – awarded to the top academic high school player

OHL Playoffs and Memorial Cup

188. The OHL playoffs involve the 16 highest ranked OHL teams (8 from each conference) competing for the OHL's Championship, the J. Ross Robertson Cup. The team that wins the J. Ross Robertson Cup goes on to represent the OHL in the CHL's championship tournament, the Memorial Cup.

189. The Memorial Cup tournament is hosted by the Canadian Hockey League and a host team. An OHL team hosts the tournament every three years (rotating with a team from the WHL and QMJHL). The tournament involves a four-team round-robin tournament between the host team, the OHL's champion team, the WHL's champion team, and the QMJHL's champion team.

190. Each of the J. Ross Robertson Cup tournament and the Memorial Cup tournament provide excellent opportunities for players to be scouted by NHL and CIS scouts. Another advantage offered by playing in these playoff tournaments is the additional training and development time afforded to the players. Competing for the Memorial Cup can add up to an additional 8 weeks of training and games to the regular season, which provides additional opportunities to the players to develop their hockey skills. Making the playoffs is therefore beneficial to the players who are desirous of being drafted into the NHL.

World Juniors

191. The World Juniors are an annual hockey tournament organized by the IIHF for national teams, consisting of players under the age of 20 years old. It is traditionally held in late December, ending in the beginning of January.

192. Any ice hockey player under the age of 20 years old is eligible to play for his country in this tournament, if selected by his respective national team. Therefore, teams are comprised of players from the CHL, AHL, NHL and various European and US leagues. Almost all of the players on Team Canada are from the CHL. The tournament is held in a European, US or Canadian city every year, with nearly half of the tournaments in recent years being held in Canadian cities.

Plaintiff's Affidavits

193. In this section, I provide facts relating to the evidence of the proposed representative plaintiff, Sam Berg, including relating to inaccuracies in his evidence. I also provide facts relating to the evidence of Andrew Eckart.

Sam Berg Affidavit

194. I have reviewed Sam Berg's affidavit in support of the certification motion. There are a number of inaccuracies in his evidence, and I do not agree with many of his descriptions of the

League, the SPA and the players' experience with the League. However, I respond only to the inaccuracies Mr. Berg describes regarding the SPA.

195. Sam states, at paragraph 11 of his affidavit, that in exchange for providing the Niagara Ice Dogs with services under the SPA, the team agreed to pay him a "\$50 monthly fee". This is an inaccurate description of the SPA and the arrangements between Sam and the Niagara Ice Dogs.

196. As I outlined above, under the SPA, the player commits to play exclusively with the team. In recognition of the assumption of supervisory and parental-like responsibilities the League and team assume for the player under the SPA, the team commits to pay for the player's reasonable room and board expenses during the hockey season as well as their hockey and academic development expenses. Many of these expenses are paid by the team to the player's billet family or they are paid directly by the team on the player's behalf. For instance, the team directly pays for all of the player's hockey equipment, all of the costs associated with the player's on-ice training and development, all of the player's tuition and education expenses, any medical expenses that the player incurs, and all of the player's expenses associated with travel and the team's organized meals and events.

197. Most of the player's living expenses are paid for by his billets who receive a monthly amount from the team. However, as a result of the player's travel schedules and the time they spend at the arena, at school, or at various community events, the SPA recognizes that the player may incur additional living expenses away from his billet's home. Many of these expenses, such as food and hotel costs while travelling, are paid for directly by the team. Others are not. The \$50 "weekly fee" referred to in Sam's SPA was an amount intended to cover living expenses that players incur that are not otherwise covered by their billet families or by the team directly.

198. As I addressed in paragraphs 181 to 184 above, the form of SPA that Sam signed with the Niagara Ice Dogs was being phased out beginning in the 2013/14 season. Some players in the 2013/14 season signed the Former SPA that Sam signed (attached as Exhibit "II" to my affidavit); others signed the Current SPA (attached as Exhibit "HH" to my affidavit). The Current SPA clarifies that the payment to players is on account of reimbursements of certain expenses incurred by the Players above and beyond the expenses covered by the teams.

199. Attached as **Exhibit “KK”** to my affidavit is a sample “Player Expense Reimbursement Form” that many teams within the League use. It lists allowable expense categories (not otherwise paid by the team) including: team entertainment (team movie nights, etc.); clothing (suits as per team’s requirements); car mileage and insurance; supplementary meals while traveling or training; dietary/nutrition supplements; training apparel; off-season training (over and above standard off-season training benefit); extra disability/health insurance; and physicals required prior to training camp.

200. The amount that Sam describes as his “weekly fee” was in no way connected to his hockey performance, or to the time he spent playing with the team or otherwise participating in team events. Instead, the amount was the standard amount that the Niagara Ice Dogs provided to him each month under his SPA to cover his expenses that were not otherwise covered by his billet family or the team.

Andrew Eckart Affidavit

201. At paragraph 67, Mr. Eckart refers to a proposed amendment to Washington State’s minimum wage legislation. I can advise that the amendment to expressly exclude amateur hockey players, including the WHL players, from the State’s minimum wage legislation was passed by the Senate on April 16, 2015. A copy of the amended legislation is attached as **Exhibit “LL”** to my affidavit.

202. Mr. Eckart also refers to a statement made by John Vanbiesbrouck of USA Hockey at paragraph 57 of his affidavit. USA Hockey corrected this statement in a letter to Glen McCurdie, Vice-President of Hockey Canada, dated February 19, 2015. The letter sent by USA Hockey notes that Mr. Vanbiesbrouck’s statement was incorrect. A copy of USA Hockey’s letter to Mr. McCurdie is attached to my affidavit as **Exhibit “MM”**.

Glenn Gumbley

203. I have reviewed the affidavit of David Nenni of the Jackson Lewis law firm, sworn on December 16, 2015.

204. I understand from that affidavit that the complaint which gave rise to the investigation by the State of Washington's Department of Labor and Industries was filed by Glenn Gumbley.

205. In his complaint, Mr. Gumbley described himself as the Founder and President of the "Canadian Hockey League Players Association" ("CHLPA").

206. There is not, nor has there ever been any association or trade union recognized to bargain on behalf of CHL players in the State of Washington or in any state, province or country in which the CHL operates.

207. Mr. Gumbley and the CHL are engaged in litigation in Quebec. Attached as Exhibits "NN" and "OO" to my affidavit are, respectively, the Motion to Institute Proceedings, filed by Mr. Gumbley, and the CHL's response.

208. On July 16, 2015, Mr. Gumbley's claim was administratively dismissed with costs payable to the CHL. The costs were taxed by the Court on November 5, 2015 in the amount of \$3,2013.36. Mr. Gumbley has not yet paid these costs.

209. On July 30, 2015, Mr. Gumbley reinstituted his claim. A copy of the reinstituted claim is attached as Exhibit "PP".

210. On September 9, 2015, the CHL filed a response to Mr. Gumbley's reinstituted claim. The CHL's response is identical to its initial response, as the reinstituted claim is also identical to the original claim filed. A copy of CHL's response, filed on September 9, 2015, is attached as Exhibit "QQ".

211. The CHL's motion to dismiss Mr. Gumbley's reinstituted claim is currently pending in the Quebec Superior Court. The motion is scheduled to be heard on January 18, 2016.

Financial Information

212. Sam Berg's affidavit suggests that the teams in the OHL make significant profits each season. For a number of different reasons and circumstances, this is incorrect. Instead, in any given year, after allowing for all revenues including from ticket sales, and the team share of the Memorial Cup, World Juniors and Sportsnet revenues, most of the teams lose money or break

even. Around one-third of the teams in the League lose money, ranging from approximately \$100,000 to \$800,000 per year. About another third of the teams essentially break even. Only about one third of the teams make any profit. None of this, however, take into account the contingent liability for scholarships, which is, on average, approximately \$1,528,500 per team. I have noted that there is a trend that players are using their scholarships in greater numbers every year, so I expect this contingent liability only to grow. Also, many of the teams rely on unpaid services for team management and the organization and running of games.

213. Teams in the OHL spend tens of thousands of dollars on each player per year, covering costs of all equipment, sticks, skates, coaches and trainers, meals, transportation, accommodations, player expenses, tuition fees, text books, compulsory fees, tutoring costs, and disability insurance premiums and health insurance premiums. Teams also provide players with an off-season training allowance, and also incur the costs of all of the health and welfare programs provided to players described earlier in my affidavit (e.g. drug education, concussion management, *Talk Today*).

Implications of certification

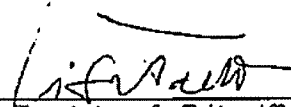
214. The reason I have provided so much detail about the benefits provided to players, and the financial circumstances of the teams within the OHL, is to illustrate the impact that certification of this class action could have on the viability of many of our teams, and on the League, and hence on the members of the proposed class.

215. Given that most of the teams in the OHL either lose money or break even – not taking into account millions of dollars in contingent liability for future scholarship payments for players – many teams in the League could simply not afford to do everything they are currently doing for players if they also had to pay players as though they were employees. Also, many teams could not afford to continue to offer players all of the benefits they current provide while also having to plan for the contingent liability for retroactive employment-type payments to members of a certified class. I anticipate that the result of certification will be that teams and the League will have to re-examine and reduce the benefits offered to players beginning next season, in order to responsibly plan for any contingent liability for retroactive and on-going employment-type payments to players. I also anticipate that certification could result in the loss of several of our

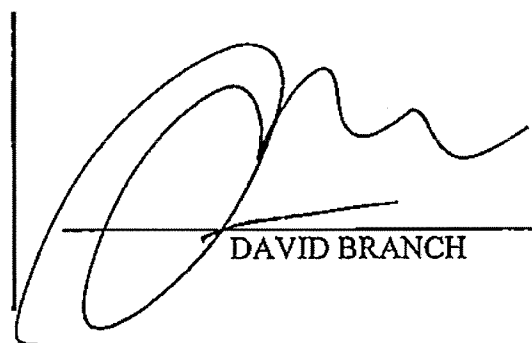
teams, whose owners simply cannot shoulder the burden of the contingent liability of this lawsuit on top of annual losses or near break-even financial results. The size of the League would shrink, as would the opportunities available to talented young hockey players.

216. I have dedicated my career to amateur hockey in Canada. I believe that the CHL, its member Leagues and teams provide a very special hockey and life experience to promising student athletes.

SWORN BEFORE ME at the City of
Toronto, in the Province of Ontario
on December 23, 2015

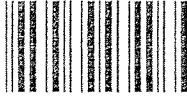

Commissioner for Taking Affidavits

Lisa Talbot.


DAVID BRANCH

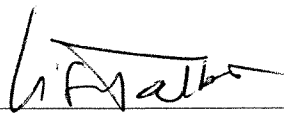
AFFIDAVIT OF DAVID BRANCH

Lawyers for the Defendants



TABA

This is Exhibit "A" referred to
in the affidavit of David E. Branch,
sworn before me, this 23 day of
December, 2015

A handwritten signature in black ink, appearing to be "L. F. Alko", written over a horizontal line.

A commissioner, etc.



1914-2014

HockeyCanada.ca

By-Laws • Regulations • History

Effective 2014 - 2015 Season

As adopted at Ottawa, December 4, 1914 and amended to June 2014.



CANADA

- 11.6 A Special Resolution passed by the Members is required to make any addition, change or deletion to the obligations of membership described in this By-Law.
- 11.7 A membership in Hockey Canada is not transferrable.

III. PARTNERS

12. Partners

- 12.1 Hockey Canada, through its Board, may grant Partner status to organizations that Hockey Canada has recognized as significant stakeholders in the game of hockey in Canada.
- 12.2 The current Partners of Hockey Canada include:
- (a) Canadian Hockey League
 - (b) Canadian Junior Hockey League;
 - (c) National Hockey League;
 - (d) National Hockey League Players' Association;
 - (e) Canadian Interuniversity Sport;
 - (f) Hockey Canada Foundation;
 - (g) Aboriginal Sport Circle;
 - (h) National In-Line Hockey Association;
 - (i) Canadian Ball Hockey Association;
 - (j) Canadian Deaf Ice Hockey Federation;
 - (k) Canadian Amputee Hockey Committee; and
 - (l) Canadian Armed Forces.
- 12.3 The Board by way of Ordinary Resolution may grant Partner status to additional organizations at such times and on such terms as it deems appropriate.
- 12.4 Partners are entitled to such rights and have such responsibilities as the Board may, from time to time, determine.
- 12.5 Partners shall have no voting rights, other than in the Councils, Committees or Work Groups on which they serve, and shall not be deemed Members of Hockey Canada.
- 12.6 The Board may terminate any Partner's status by way of Ordinary Resolution.

IV. OTHER STAKEHOLDERS

13. General

- 13.1 In addition to the Members and Partners, Hockey Canada recognizes that its' Registered Participants, Referee-in-Chief, Life Patrons and Athlete Representatives all contribute to the success of Hockey Canada.

14. Registered Participants

- 14.1 Any person, Club, team, Association, league, Sports School, Residential School or similar entity registered with Hockey Canada or any of its Members, or any person, affiliated with or associated with, in any capacity whatsoever, any Club, team, league, Sports School, Residential School or similar entity participating in games or activities of any kind sponsored or organized by Hockey Canada or any of its Members, including but not limited to the parents or legal guardians of any minor aged participant registered in Hockey Canada programming, shall not have membership status within Hockey Canada but, rather, shall be referred to throughout these By-Laws as a "Registered Participant".
- 14.2 Participation in Hockey Canada programming is voluntary. Registration within programming offered by Hockey Canada or one of its Members entails acceptance by the Registered Participant, including the parents or legal guardians of any minor aged registrant of the final and binding authority of rules and decisions of the Board, adherence to and observance of the By-Laws, Regulations, Playing Rules and Policies of Hockey Canada and acceptance of and subscription to such insurance coverage and Registered Participant registration fees as may be approved and made mandatory from time to time by the Board.

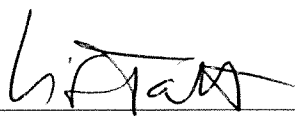
15. Athlete Representatives/Referee-in-Chief/Life Patrons

- 15.1 The Board shall appoint an athlete from each of Hockey Canada's Male, Female and Sledge hockey programs to represent that program's interests.
- 15.2 A Referee-in-Chief shall be appointed by the Board for a two year term by way of Ordinary Resolution at each Annual Meeting occurring in an even numbered year. The Referee-in-Chief shall be responsible for reporting to and advising the Board on matters relating to all aspects of officiating.
- 15.3 Life Patrons are individuals acknowledged for their distinguished contributions to Hockey Canada.
- 15.4 Athlete Representatives, the Referee-in-Chief, and Life Patrons shall each have such

THE UNIVERSITY OF CHICAGO
PRESS
CHICAGO, ILLINOIS
1963

TABB

This is Exhibit "B" referred to
in the affidavit of David E. Branch,
sworn before me, this 23rd day of
December, 2015

A handwritten signature in black ink, appearing to be "L. J. [unclear]", written over a horizontal line.

A commissioner, etc.

USAH/HC/CHL TRANSFER & RELEASE AGREEMENT

THIS AGREEMENT made and entered into this 25th day of June, 2015 by and between:

USA Hockey, Inc., a member of the International Ice Hockey Federation charged with the responsibility for the administration of the sport of ice hockey in the United States of America, with its principal place of business located at 1775 Bob Johnson Drive, in the City of Colorado Springs, Colorado, 80906-4090 (hereinafter to be referred to as "USAH");

Hockey Canada, a member of the International Ice Hockey Federation charged with the responsibility for the administration of the sport of ice hockey in Canada, with its principal place of business located at 151 Olympic Road SW, Suite 201, Calgary, Alberta T3B 6B7 (hereinafter to be referred to as "HC"); and

Canadian Hockey League, a League of major junior Teams/Players, divided into three (3) separate divisions, with its principal place of business located at 305 Milner Ave., Suite 201, Scarborough, Ontario, M1B 3V4, Canada, (hereinafter to be referred to as the "CHL"), for and in consideration of the mutual covenants and agreements herein contained, the parties hereby mutually covenant and agree as follows.

WHEREAS, USAH and HC are two Member Federations of the International Ice Hockey Federation (I.I.H.F.) that share a common border in North America, each with Member Teams/Leagues on either side of that common border;

WHEREAS, the CHL is recognized in both Federations as a Major Junior League, operating in three Divisions and including Teams on either side of the common border;

WHEREAS, players are constantly moving across the common border within and between Federations, Leagues and Teams, which movement all parties acknowledge should be reported, recorded, and approved by the respective Federations, all as is required by the Rules and Regulations of the I.I.H.F.

WHEREAS, the best interests of the athletes, teams, leagues, and the parties to this Agreement are best served by the adoption of the process whereby this movement can be facilitated, while respecting both the rights of and the responsibilities to the participating athletes, as well as the teams, leagues and Federations involved; and

WHEREAS, the parties hereto have reached agreement on the process for the movement of participating players and now wish to reduce that agreement to written form.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties, hereto, hereby mutually covenant and agree as follows:

2. CHL Team (S) /Player (S)

It is agreed that CHL Teams are considered the highest level of non-professional competition in Canada, administrated as a development program under the auspices of Hockey Canada in a member league of the CHL. Players with this program agree to participate in a member league of CHL and with a CHL team by signing a player agreement, the form of which agreement for each member league is prescribed by each such member league of CHL. Further, by signing an agreement with a CHL member team, the player agrees to be bound by the terms of that agreement, including its termination and transfer provisions.

ARTICLE XI- ENTIRE AGREEMENT

This Transfer/Release Agreement, consisting of 27 pages, contains the entire Agreement of the parties and supersedes any and all prior or contemporaneous Agreements and understandings, written or oral, by and between the parties.

IN WITNESS WHEREOF we have hereunto set our hands this 25th day of June, 2015.

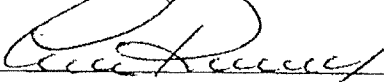
USA HOCKEY, INC.

By: 

It's Executive Director

1775 Bob Johnson Drive
Colorado Springs, CO 80906-4090

HOCKEY CANADA

By: 

It's PRES / CFO

151 Olympic Road SW, Suite 201 Calgary, AB T3B 6B7

CANADIAN HOCKEY LEAGUE

By: 

It's PRESIDENT

305 Milner Ave Suite 201
Scarborough, Ontario
Canada M1B 3V4

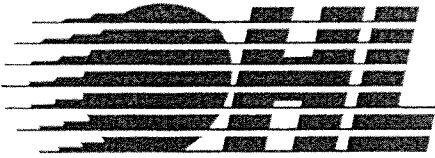


TABC

This is Exhibit "C" referred to
in the affidavit of David E. Branch,
sworn before me, this 23 day of
December, 2015

A handwritten signature in black ink, appearing to read "L. J. T. A. D.", written over a horizontal line.

A commissioner, etc.



OHL COMPREHENSIVE PLAYER SUPPORT PROGRAM

Professional Support

- Full time coaches, Assistant coaches including goalie coaches, video coaches, skating coaches and skill development coaches to support the development of players.
- Every Member Team supports players through full time athletic therapists in addition to Member Team physiotherapists, physicians and dentists.
- Dedicated Academic Advisors for all players on each OHL team.
- Strength and Conditioning Coaches.
- Nutritional Consultants.
- Director of Security, who is a retired OPP Sergeant, has a communication network with each OHL Member Team security liaison officer.
 - Liaison Officers are members of local police services, in addition to any security needs, they facilitate drug and alcohol awareness seminars as well as additional community support programs.
- Team doctor and dentist at every OHL game to support the needs of the medical needs of the players.
- On-site professional emergency care for all players (EMS) for every game.
- Defibrillator at each OHL bench for all games and practices.
- Ozone (a private, secure and personalized internal communication system) for players and families to communicate directly with the OHL Commissioner and receive League and Member Team information.
 - Post OHL Scholarship information
 - League Policies ie Harassment and Abuse, Diversity
 - Education Contract
 - All other commitments the League and Team have to the player



- Partnership with Canadian Mental Health Association (CMHA)
 - Comprehensive Mental Health Program for all players and staff through local CMHA branches.
 - Mental Health Coach for every OHL Member Team providing support to players, staff and billets.
 - Mandatory three hour workshop for players and staff entitled Talk Today regarding mental health awareness.
- The league, as a member and partner of Hockey Canada, supports the participation of its players in all National Team Programs ie. Under 17, Under 18, World Junior Championship Tournament.
- All professional services are provided at no cost to players.

Education

- In addition to Academic Advisors, every player has access to the support of a tutor at no cost to the player and his family.
 - A unique and personalized academic plan is created to cater to every student athlete's specific needs.
- All practice times scheduled after regular school hours.
- Latest technical support is provided to the players to assist them as student athletes.
- 98% of OHL players graduate from high school.
- High school players cannot be traded without the consent of the player and his family.
- Financial commitment for the education of all players:
 - All education costs paid for by the OHL team while playing in the OHL including tuition, books, compulsory fees and room and board.
 - Every OHL Player is eligible for a scholarship from their respective team, administered through the league office, upon graduating from the OHL.
 - Minimum scholarship benefit for graduating players is tuition, books and compulsory fees for each season played in the OHL toward an undergraduate degree.



- Maximum scholarship benefit for graduating players is tuition, books, compulsory fees and room and board toward an undergraduate degree
- Tuition and education costs for rostered OHL players in 2014-15 was \$475,755
- The OHL Centrally Administered Scholarship Program facilitated scholarships for 276 OHL Graduates attending 57 different academic institutions with a total scholarship payment in excess of \$2.0M (2014-15 season).
- Scholarships may be utilized for university, college, trade or technical schools.

Player Benefits

- Players are provided with a monthly expense allowance of \$470.
- Each team is permitted up to three Over Age Players and they are permitted to receive a monthly expense allowance of \$900.
- Players provided with the best player equipment available at no cost to the player including:
 - Sticks, Skates, Shin pads, Pants, Gloves, Elbow pads, Shoulder pads, Neck guard, Helmet.
 - Goalie pads, Goalie glove and blocker, Goalie chest protector, Goalie pants, Goalie helmet, Goalie sticks.
 - All performance wear.
- No player registration fees.
- All players meals are provided for, the majority of which are provided at their billet home.
- Players provided with off-ice apparel packages.
- Each OHL Member Team covers its player's medical and dental fees while the player is player for the Club, under the comprehensive Hockey Canada National Insurance Program, including any specific protective or rehabilitation equipment ie. knee brace
- Each Member Team provides an annual premium up to \$500 for providing 24 hour 12 month on or off ice career ending insurance.



- Each team provides the players' transportation cost each year for reporting to Training Camp from the player's home, to and from the player's home for the Christmas break and to the player's home at the conclusion of the player's academic or athletic year.
- Each player is provided with game tickets for his parents and family.
- Each OHL Member Team provides an annual \$1000 off season expense reimbursement for players for off ice training and skill development.

Environment

- State of the art arena and training facilities to serve in best interest of player development and safety.
- Team Bus Policy for a safe and positive environment.
- Billeting of players
 - All prospective families are screened through an interview process.
 - All prospective families have a criminal background check completed.
 - Players are billeted in a safe, comfortable family environment that is pre-approved by a player and his parents.
- Players housed in quality hotels for road trips.
- A restricted trading period during the holiday season.
- Games officiated with the four-man officiating system to support a positive on ice environment for players.
- All OHL Games supported by dedicated off-ice officials.
- Utilization of video replay systems for all games which contributes to supporting the efforts and achievements of players.



Player Safety, Health and Welfare Programs

- Regarded as a hockey leader, the OHL has strict disciplinary and education measures to ensure players are able to play in a proper on-ice environment to support the successful development as a player.
- On-ice initiatives to curb inappropriate actions include the following:
 - Bullying Policy
 - Fisticuffs Policy
 - Checking to the Head Policy
- Annual presentations and education on playing rules and suspension policies.
- Concussion Management Program.
 - Every player under goes annual baseline testing to assist in monitoring the player for the standard League return to play protocol.
- Drug Education and Anti-Doping Program provided by the League for a drug free sport.
 - Program is developed and administered by the Canadian Centre for Ethics in Sport (CCES).
 - Program includes annual online education program for players and staff.
 - Random testing according to World Anti Doping Agency (WADA) guidelines.
- Canadian Mental Health Association(CMHA) Program for all players entitled Talk Today
 - 3 hour mental health and addiction awareness workshop entitled safeTALK highlighting the importance of mental health and the signs and symptoms of distress
 - CMHA Mental Health Coach connected with each OHL team
- Respect in Sport Program (Harassment and Abuse).
- Diversity Policy.
- Hazing-Zero Tolerance Policy.
- Blood Spill Policy.
- Facial/Head Protection Policy.



- Dentist Fabricated Mouth Guard Policy.
- Tobacco Products Policy.
- Gambling Policy.
- Pornography Policy.
- Throat Protection Policy.
- League and OHL Member Teams partner with Hockey Ministries International.
- Social Networking Policy.

Player Development

- The OHL is the number one development league in the world in providing players to the National Hockey League (NHL) and Canadian Interuniversity Sport (CIS).
- Recent OHL Grads who are NHL stars include John Tavares, Steven Stamkos, Drew Doughty, Alex Pietrangelo, PK Subban, Tyler Seguin, Taylor Hall, Jeff Skinner and Patrick Kane to name a few.
- Recent OHL Grads who are CIS stars and excelling as student athletes include Liam Heelis, former CIS Player of the Year, Acadia University; Adrian Robertson, former Top 8 Academic All Canadian, University of New Brunswick; Anthony Tapper, Masters in Neuroscience, University of Waterloo to name a few.

League Scheduling Policies

- 86% of the games are played from Thursday through Sunday to accommodate the student athlete.
- OHL teams play the other Conference teams only one home and away to reduce travel and time away from school.
- League provides a minimum of 7 days off between games prior to and returning from Christmas break.



- Sensitivity to the academic calendar in scheduling games during exam period.
- Efficient scheduling of swing trips to reduce travel and time away from school.
- A playoff structure which utilizes a 2-2-1-1-1 format to reduce travel for players.

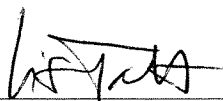
Administration

- The Ontario Hockey League has a centralized administration office to support the needs of the players including but not limited to:
 - Central administration of Scholarship Program.
 - Coordination of special events.
 - Centralized assignment of game officials.



TABD

This is Exhibit "D" referred to
in the affidavit of David E. Branch,
sworn before me, this 23 day of
December, 2015

A handwritten signature in black ink, appearing to be "L. E. Branch", written over a horizontal line.

A commissioner, etc.



Statistics Canada

Home > Publications > 81-604-X > Main page

Highlights

Chapter A: The output of educational institutions and the impact of learning

A1 Educational attainment of the adult population

- In Canada, the proportion of adults aged 25 to 64 with tertiary education (college/university completion) increased from 40% in 2000 to 53% in 2012—the highest rate among OECD countries. At the same time, the proportion of individuals with less than high school completion (“below upper secondary”) decreased, from 19% to 11%. Similar changes were mirrored in the provinces.
- In 2012, one-quarter (25%) of 25- to 64-year-olds in Canada had completed tertiary-type B programmes, far greater than the average of 10% reported by the OECD. In Canada, tertiary-type B includes non-university certificates or diplomas from community colleges, CEGEPs, or schools of nursing, as well as university certificates below the bachelor’s level. The proportion of women who had successfully completed tertiary-type B programmes (29%) was higher than the proportion for men (21%). In the traditionally male-dominated areas of trades and apprenticeship (“postsecondary non-tertiary” education), attainment was more common among men (15%) than women (8%).
- The OECD average for completion of tertiary-type A/advanced research programmes for 25- to 64-year-olds was 24%, which compares with Canada’s figure of 28%. In Canada, tertiary-type A refers to bachelor and master’s degrees and other university degrees or certificates above a bachelor’s degree (but below a doctorate), and advanced research programmes comprises doctorates and post-doctoral programmes. The gender gap was less pronounced at this level of educational attainment, with figures of 29% for women and 26% for men.
- Ninety-two percent of Canadian adults aged 25 to 34 had attained at least upper secondary education in 2012, compared with 84% for those aged 55 to 64, reflecting change in attainment patterns for high school completion over time. There were relatively small differences between provinces in the proportion of adults aged 25 to 34 with at least a high school diploma; 2012 figures for all provinces ranged from 90% to 94%.

A2 Upper secondary graduation

- Canada’s upper secondary graduation rate was 85% in 2011. The OECD average was 84%, and most OECD countries reported graduation rates of at least 80%. The upper secondary graduation rate corresponds to the probability that an individual will graduate from high school during his or her lifetime.
- In Canada, graduates under 25 years of age represented 94% of all graduates in 2011, compared with 95% for the OECD overall.
- Upper secondary graduation rates for females were higher than those for males in all provinces and territories, as well as in most of the OECD countries for which comparable data were available. In Canada, the rate for females was 87%; the rate for males, 82%.
- In Canada in 2011, successful completion in public schools was 73%. This indicator measures the “on-time” graduation of the 2008/2009 cohort of Grade 10 students (3e secondaire in Quebec), an indication of the efficiency of the public school system. Among the provinces and territories, the proportion of students who completed their education within the expected time varied considerably, from 12% in Nunavut to 84% in Nova Scotia.

A3 Labour market outcomes

- In Canada and other OECD countries, employment prospects increase with educational attainment. In 2012, Canada's employment rate for adults aged 25 to 64 who had not completed upper secondary education (high school) was 56%. In and throughout Canada, as well as in the OECD countries overall, the 2012 employment rates among the 25- to 64-year-old population were clearly highest—around 80% and beyond—among individuals who had a “tertiary education”; that is, a college or university credential.
- Between 2000 and 2012, employment rates were consistently higher among individuals with a tertiary education compared with those who had not attained that level of education, both throughout Canada and the OECD countries overall.
- In most OECD countries in 2012, the difference in employment rates between the sexes was less pronounced among graduates of tertiary-type A and advanced research programmes compared with the upper secondary graduates. In Canada, a 12-percentage-point difference was observed between the employment rates for men and women in the upper secondary graduation category: 79% for men compared with 67% for women. Among graduates of tertiary programs, both type B (college) and type A/advanced research programmes (university), the male–female differences narrowed to 6 percentage points in both cases.

Chapter B: Financial resources invested in education

B1 Expenditure per student

- In Canada in 2010/2011, expenditure per student at the secondary level (\$10,618 US dollars using purchasing power parity) was slightly higher than that at the primary (including lower secondary) level (\$9,714 US dollars). These expenditures were above the OECD averages of \$8,296 and \$9,506 for primary and secondary schools respectively.
- In Canada at the primary and secondary level, the portion of expenditure per student allocated to core services represented 95.2% of the total expenditure per student. This is similar to the average proportion of 94.2% spent on core services in the OECD countries. Expenditure on educational core services includes all spending directly related to education; i.e., on teachers, school buildings, teaching materials, books and administration of schools.
- The total expenditure per student on university education (Tertiary type-A and Advanced research programmes including Research and Development) in Canada was \$27,102 (US dollars). This was the highest among the OECD countries followed by U.S. with \$26,021 (U.S. dollars). The comparable OECD average for all tertiary (including tertiary type B in addition to type A and advanced research programmes including R&D) was \$13,958, which is only slightly more than half the Canadian expenditure.
- Expenditure per student rises with the level of education in Canada, although the difference in the ratio between primary and secondary is almost negligible. However, the difference in ratio between primary and university is large: expenditure per student at the university level is almost three times higher than that at the primary level in Canada.

B2 Expenditure on education as a percentage of GDP

- With 6.4% of its GDP allocated to educational institutions in 2010, Canada devoted a slightly higher share of its wealth to education than the OECD countries overall (an average of 6.1%). The share of GDP devoted to educational institutions varies from one province or territory to another. The allocation of financial resources to educational institutions is a collective choice, made by government, business, and individual students and their families. The share of GDP is partially influenced by the size of the school-age population and enrolment in education, as well as relative wealth.

- In 2010, 42% of the share of GDP that Canada invested in education was allocated to the tertiary sector. Among the OECD countries, Canada, along with the United States (39%) and Chile (35%), allocated the largest share of education spending to tertiary education.

B3 Distribution of expenditure on education

- The proportions of education expenditure allocated to current spending in Canada in 2010 were: 93% for primary, secondary and postsecondary non-tertiary education, and 87% for tertiary. These figures are fairly similar to the average proportions reported by the OECD for its member countries: 93% and 90%, respectively. Current expenditure reflects spending on school resources that are used each year for the operation of schools.
- For primary, secondary and postsecondary non-tertiary education, the compensation of staff (78%)—particularly teachers (63%)—accounted for the largest proportion of current expenditure in Canada in 2010, a situation mirrored in all other OECD countries. At the tertiary level in Canada, 65% of current expenditure was devoted to compensation of all staff; more than half of which (38%) was spent on compensation for teachers. In all provinces and territories, the proportion of current expenditure allocated to compensation of all staff employed in education was larger in the primary, secondary and postsecondary non-tertiary sector than in the tertiary sector.
- In Canada, 13% of education expenditure for tertiary education was allocated to capital expenditure; the OECD average was 11%. For primary, secondary and postsecondary non-tertiary, the corresponding figures for Canada and the OECD were both 7%. Capital expenditure reflects spending on assets that last longer than one year and includes spending on the construction, renovation and major repair of buildings.

Chapter C: Access to education, participation and progression

C1 International students

- In 2011, there were 122,277 international students registered in tertiary programmes in Canada. They accounted for 8.2% of all students enrolled in tertiary education, a proportion very similar to the OECD average (8.0%). A vast majority of them (70.2%) were in tertiary type-A programmes. "International students" includes non-permanent residents, such as those with study permit. It also includes those enrolled in a Canadian program from a Canadian institution that is not located in Canada (also known as "offshore students") as well as non-Canadian students studying via the internet.
- Students from Asia accounted for more than half (60.6%) the international students in Canada in 2011. The high proportion of Asian students in Canada is also mirrored in the OECD countries, where Asia is generally the largest source of international students, accounting for over half (52.0%)¹ of the total. Countries such as Australia (81.5%), United States (73.3%) and New Zealand (69.8%) had a significantly larger percentage of international students coming from Asia than the OECD average.
- Students from China represented the largest group of international students from an individual country of origin, accounting for 27.0% of all international students in Canada, followed by students from India (8.3%), France (7.5%), the United States (7.0%) and South Korea (4.2%).

C2 Transitions to the labour market

- In Canada in 2012, 44% of young adults aged 15 to 29 were still involved "in education". The most recent international average for the OECD countries was 49%. The proportion of females (46%) was higher than that for males (43%). The proportion of "in education" 15- to 29-year-olds remained quite stable in Canada over the 2002-to-2012 period.

- In 2012, 18% of 15- to 19-year-olds in Canada were no longer pursuing a formal education; the comparable OECD average is 14%. Many in this 15-to-19 age group were employed, and some could actually be high school graduates who had not engaged in any further education.
- The total “not in education” portion of the 15- to 29-year-old population also includes those who are neither employed nor in education (or training), referred to as the “NEET” population. In 2012, 13% of Canada’s population aged 15 to 29 was neither employed nor in education, compared with the OECD average of 15%. In Canada and in the OECD overall, the highest proportion of individuals who were not in education and not in employment was in the 25-to-29 age group: 17%, which compares with the OECD’s 19%.

Chapter D: The learning environment and organization of schools

D1 Instruction time

- In Canada, in 2013/2014, the total intended instruction time in formal classroom settings was 8,289 hours on average, between the ages of 6 and 14 (this includes the primary (ages 6 to 11) and lower secondary (ages 12 to 14) levels of education). By comparison, total intended instruction time for the OECD countries for which data were available was 7,615 hours. This was 674 fewer hours than the average total intended instruction time in all public institutions in Canada during the 2013/2014 school year.
- Total intended instruction time for students aged 6 to 17 (primary, lower secondary and upper secondary levels) varied by province and territory, ranging from 12,252 hours in the Northwest Territories and Nunavut to 9,900 hours in Quebec (where upper secondary ends at age 16).

D2 Teachers’ salaries

- In Canada, the salary for teachers at the beginning of their careers in public elementary and secondary schools was just over \$47,500 Canadian dollars in 2011/2012, ranging from \$40,317 in Quebec to \$74,088 in the Northwest Territories.
- In 2011/2012, teachers’ salaries in and throughout Canada were similar regardless of the level of education being taught. Overall in Canada, average salaries for teachers at the beginning of their career (presented in US dollars for international comparisons) were \$37,145 in both primary and lower secondary institutions, and \$37,294 for those in upper secondary institutions. The comparable OECD averages (US dollars) were all lower, and they also varied by level taught, at \$29,411, \$30,735 and \$32,255, respectively.
- In two-thirds of the provinces and territories in Canada, teachers in public elementary and secondary schools reached their maximum salary after 10 years’ experience—much sooner than their counterparts in other OECD countries.

D3 Teachers’ working time

- In Canada, primary school teachers taught an average of 799 hours per year in 2011/2012, compared with the OECD average of 782 hours. Figures vary by province and territory, ranging from 738 hours in Quebec to 905 hours in Alberta.
- Net annual teaching time was 744 hours at the lower secondary level (generally Grades 7 to 9) and 747 hours at the upper secondary level (generally Grades 10 to 12). These figures for Canada are higher than the averages for the OECD countries overall—50 hours higher at the lower secondary level and 92 hours at the upper secondary level.
- On average in Canada, net teaching time represents about 60% of teachers’ total working time. It is similar for lower and upper secondary levels taught (61%), and higher at the primary level (65%). This ratio and the pattern across levels of education taught are similar to the averages in OECD countries.

Chapter E: Skills proficiencies of adults

E1 Insights from the Programme for the International Assessment of Adult Competencies (PIAAC)

- Canadians with higher levels of educational attainment performed better than their less educated counterparts in literacy and numeracy. The proportions of Canadians performing at each literacy and numeracy level were similar to the OECD averages, with the exception of the lowest numeracy level where Canada had a slightly higher proportion of adults performing at that level.
- In Canada and across jurisdictions, those who had higher proficiency levels in literacy and numeracy were more likely to be employed.
- The proportions of Canadians who reported positive social outcomes were higher among those who performed at the highest level in literacy: 95% of those performing at Levels 4 or 5 reported having good health, 36% said they had trust in others, 35% reported volunteering at least once a month, and 49% thought they had an influence on government.
- Canadians with higher levels of literacy proficiency had higher rates of participation in formal and non-formal learning activities.

Notes

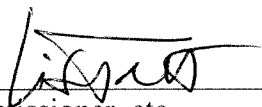
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- 1** See *Education at a Glance 2014: OECD Indicators*, Table C4.3.[2/2], International student mobility and foreign students in tertiary education (2005, 2012).
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Date modified: 2014-12-15



TABE

This is Exhibit "E" referred to
in the affidavit of David E. Branch,
sworn before me, this 23 day of
December, 2015

A handwritten signature in black ink, appearing to be "L. J. [unclear]", written over a horizontal line.

A commissioner, etc.

Success Rate for Semester One

Team Name: _____ Date: _____

of players in high school _____
 # of courses being studied _____
 # of courses passed _____
 # of courses failed _____

Success Rate for High School _____ %

of players in university _____
 # of courses being studied _____
 # of courses passed _____
 # of courses failed _____

Success Rate for University _____ %

of players in college _____
 # of courses being studied _____
 # of courses passed _____
 # of courses failed _____

Success Rate for College _____ %

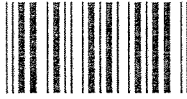
of players at Independent Learning Centre _____
 # of courses at Independent Learning Centre _____ # passed _____
 # of players in ESL _____
 # of players working _____
 # of players doing community service _____
 # of players doing nothing _____

General Manager _____
 Signature

Academic Advisor _____
 Signature

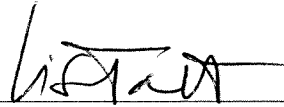
PLEASE RETURN THIS FORM TO CHRISTINA LAISHRAM.

Fax #: (416) 299-8787 Email: claishram@chl.ca



TABF

This is Exhibit "F" referred to
in the affidavit of David E. Branch,
sworn before me, this 23 day of
December, 2015

A handwritten signature in black ink, appearing to be "L. J. ...", written over a horizontal line.

A commissioner, etc.

OJHL teams introducing pay-to-play model next season



OJHL teams introducing pay-to-play model next season

Mississauga News | May 15, 2013

Fans won't be the only ones paying to get into Ontario Junior Hockey League games next season.

Players will be, too, after the junior A loop recently removed a bylaw that prevented teams from making players pay to suit up for an OJHL franchise.

A formal announcement of the change in policy has yet to be made by the OJHL, but league officials have confirmed to the

Beaver

that teams will have the right to choose what fee their players will pay, with no maximum imposed on the amount. Oakville Blades general manager Duncan Harvey said his squad has yet to determine how much it will charge, but suggested it would likely be between \$3,000 and \$4,000 for the upcoming year — in addition to the \$300 players already pay to the Ontario Hockey Association and \$750 to the OJHL.

"The problem we have is that we have three very different distinctive business models in this league. You have your small towns like Wellington, you have more rural communities and then you have the (Greater Toronto Area). Having one model for everybody, you can't really do it," said OJHL commissioner Marty Savoy. "We need to let the onus be on the teams themselves to decide how to operate their businesses."

And business in recent years has not been good for OJHL owners. Savoy believes no franchise in the league turned a profit this past season. Losses for some teams are believed to be as high as six figures.

"The problem is this model," Harvey said. "The model is based on \$60 an hour for ice and \$10 wood sticks. We're paying \$150 a stick and every kid needs six sticks (a league minimum for teams to provide players). Throughout the course of a season, if you carry 26 guys, that's a big chunk of money. Plus, paying \$250 an hour for ice, you practise for one-and-a-half hours and your game ice is \$750, it adds up pretty quickly.

"Plus, we have to pay our coaching staff and equipment guy. Our budget is nothing crazy, about \$300,000. But there's nothing coming in."

Paid attendance remains a major issue for the OJHL, particularly in the GTA. Even though the Blades drew the most fans in the league, averaging nearly 600 per contest, many of those tickets were free.

"We're only pulling in roughly \$1,200 on a game night. That's just enough to pay for our game night," said Harvey, who dropped ticket prices this past season in his first year as Oakville's GM. "That doesn't cover any of our practices, staff, equipment or anything else."

Another challenge the OJHL faces is the lack of subsidy from higher leagues. According to Harvey, OJHL teams receive \$1,500 from Ontario Hockey League squads when they develop a player who moves on to the OHL. But OJHL teams, according to Harvey and Savoy, do not receive any reimbursement from colleges or even from the National Hockey League when players graduate to those levels.

"We're operating at around \$8,000 a player. That's our cost. He plays with us, we train him up... If he gets a scholarship — a full-ride, \$50,000-value-a-year scholarship — we get back nothing," Harvey said. "Apparently that's okay."

Might players leave for other leagues?

The OJHL's case for charging players seems clear. But how will players respond to having to pay for something they and their predecessors have always enjoyed for free?

"It's kind of a turnoff to return to that league because it used to be free, and every year I've noticed the costs going up and up and up," said Len Fabbri, a three-year OJHL veteran who played last season for the Blades.

"It's definitely discouraging, especially for the older guys," he added. "The younger guys are used to paying to play. But us older guys feel like we paid our dues and we can use all the help we can get."



Oakville Blades player Jimmy Cusan (left) chases down Burlington Cougars opponent Jeremy Goltzmann during an Ontario Junior Hockey League game earlier this year. The league will soon formally announce that players will have to pay to suit up for teams next season.

OJHL teams introducing pay-to-play model next season

It's not as though players don't have options. The Greater Ontario Junior Hockey League, a junior B circuit in southwestern Ontario, does not charge its players. Perhaps implementing a pay-to-play structure in the OJHL will result in a mass exodus to the GOJHL, which Savoy admits is "the strongest junior B loop in the country by far."

But Harvey is not concerned that will happen.

"Junior B is great hockey. If you want to go live in Stratford or Guelph, that's fine, but there's nowhere really around here for them to play," Harvey said.

"And go look at who they play. This is stupid hockey math: 'I don't cut a check so it's a great deal', but meanwhile mom and dad are driving all over the province to watch their kid play, and their kid is driving all over to get to games and practices... Very quickly, in the end, the costs even out.

"The nice thing about the junior A loop is it's a GTA loop."

Savoy, meanwhile, is confident that players will continue to choose the OJHL because of the exposure they receive.

"I don't think kids want to risk not being evaluated and seen by scouts. We've gone from 37 teams to 23 teams (due to contraction that began in 2009), and our number of Division 1 rides has stayed the same," Savoy said.

"If you're a kid looking to move on to the next level, you'll still play in this league. If you're not, maybe you'll go to junior B."

The numbers back up Savoy's claim. According to league statistics from the 2011-12 season, 85 OJHL alumni played for NHL clubs during the 2010-11 campaign. Another 140 OJHL grads played for NCAA Division 1 squads and 165 suited up at the Canadian Hockey League major junior level.

Savoy also justifies the pay-to-play model by pointing to quality assurances that will be imposed on teams next season. The league recently performed a 110-point audit on all its member franchises, ensuring minimum standards for all clubs to follow. Those requirements come with a significant price tag.

"The standards have now been set. The teams already know what they are. And there are costs associated with that," said Savoy, who was pleased the audit found the league's teams to be approximately 85 per cent compliant.

"Teams might have to practise two more times a week at \$300 an hour. When you try to elevate standards to make a better product for the athlete, there's a cost. And to our owners' credit, they bought into these increases before these changes (to charge players)."

Reputation for having 'daddy owners'

If perception is everything, the OJHL didn't have a lot going for itself a few short seasons ago.

"When I first took over, there was a brand image problem with the OJHL," admitted Savoy, a former Hockey Canada executive who became the OJHL's first full-time commissioner in 2010.

Contracting teams was a start. Blowouts were far too commonplace in the league for anyone's liking, particularly scouts who wanted to see best against best. It's difficult to learn much about players in the third period of a blowout.

Another perception the OJHL continues to battle is that of a league full of "daddy owners" whose primary motivation for funding teams is to ensure their sons can play in the league. If bloodlines are as important as blue lines, both the quality and the credibility of the league are crippled.

<http://www.mississauga.com/sports-story/3233390-ojhl-teams-introducing-pay-to-play-m...> 17/09/2015

OJHL teams introducing pay-to-play model next season

Now, it could be argued, the size of people's wallets might also be a factor in which players suit up for OJHL teams next season.

"We're looking at the business model of junior A hockey. If the business model is that you'll lose X number of dollars, there won't be many people who are going to line up (to buy a team)," countered Savoy, who estimated six or seven OJHL teams are owned by people with sons in the league. "I have heard the daddy owner thing before. Is (St. Michael's Buzzers owner) Mike McCarron a daddy owner? Well, his son was our top defenceman of the year and is a finalist for top defenceman in the country. (Mike is) a father who owns a team that has a kid in the league.

"The days of having kids in the league that can't play in the league are over. The league is so much harder to play in. With 37 teams, you could hide a player or two. You can't hide a player now."

McCarron is perhaps the best example of how the pay-to-play model could work in the OJHL. Members of the Buzzers were responsible for offsetting some of the franchise's costs this season (which was "technically allowed" under OHA rules, Savoy said), and McCarron made no secret about it.

"When families pay, they make a commitment to your program. If they don't see value – I don't want (them) in the room," McCarron tweeted April 10, after the Buzzers won the OJHL championship.

"@stmbuzzers proof charging players helps @ojhlofficial teams. Committed families value program. There for right reasons #nobrainer," he tweeted later that day.

Attempts to reach McCarron for additional comment were unsuccessful. But the Buzzers' success — they reached the final of the Dudley Hewitt Cup central Canadian championship tournament, falling one win short of a trip to the RBC Royal Bank Cup nationals — makes them a blueprint for other teams, Harvey believes.

"It's all about the program," said the Blades GM, adding that minor midget and midget rep hockey — the step before junior A — costs more than some OJHL teams might charge next season. "We already offer a great program, and we're adding more to it next year. I think it's the value the players are getting. It's not just playing a junior A schedule, it's all the other things these players are getting as well."

Resistance not surprising

Not everyone sees it that way. One team, the Newmarket Hurricanes, has been openly opposed to the implementation of a pay-to-play policy, though the club politely declined the opportunity to comment on the subject.

"Although you are correct in that our organization opposes pay-to-play at the Jr. A level, at this time we cannot comment on this situation," Maurice Catenacci, Newmarket's vice-president and GM, replied to a Beaver email seeking the Hurricanes' position on pay to play. "I'm sorry and hope you understand, we've been asked to refrain from divulging any information at the present time."

Fabbri sees several logistical issues to charging players next season.

"I think ice time's a huge thing... It's kind of unfair for a guy not playing as much as another person but paying the same amount. The OHL is free for everyone, so if you're a fourth liner, you can't say... 'Why am I not getting the same ice as this guy?'" said Fabbri, who is undecided whether he'll return to the OJHL next year.

"I also think competition will be a bit watered down. Some of the better players might not have the money to pay and be forced to another league. It may not be as competitive."

<http://www.mississauga.com/sports-story/3233390-ojhl-teams-introducing-pay-to-play-m...> 17/09/2015

OJHL teams introducing pay-to-play model next season

Both Harvey and Savoy understand there will be resistance to the OJHL's change in policy. But, they say, it is a necessary evil.

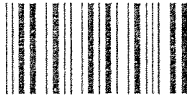
"This wasn't an overnight decision. We put a lot of time and effort into this. The standards have to be there, and the teams have to make sure they're providing a good product," Savoy said.

"At the end of the day, we have to look at fixing the model. Our teams are losing money. What do we do? Do we let the business die or do we adapt it?" he questioned.

Letting it die is not an option to Harvey and many others.

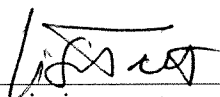
"Can Canada really exist without junior hockey in these communities? (Teams) are a big part of the history of communities, in the same way that there are buildings you can't knock down. I think people need to look at junior hockey in the same kind of category," Harvey said. "(The Blades) are part of the history of Oakville. This team has been here a long time. If the team does more within the community and brings more local kids onto the team, is that worth anything? The answer might be no, and people say too bad, but it won't be long before these clubs aren't able to exist.

"The days of when you're a junior player, it's a free ride — those days are over."



TABG

This is Exhibit "G" referred to
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December, 2015

A handwritten signature in black ink, appearing to be "J. S. [unclear]", written over a horizontal line.

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G+     

LEAGUE ATTENDANCE

TEAM	YESTERDAY	TOTAL	Games	AVERAGE
Cobourg		14,100	27	522
Wellington		12,641	27	468
Trenton		12,384	27	458
Oakville		10,802	27	400
Newmarket		8,521	27	315
Kingston		8,446	27	312
Stouffville		6,353	27	235
Lindsay		6,211	27	230
Aurora		5,485	27	203
Buffalo		5,416	27	200
Georgetown		5,275	27	195
Whitby		4,733	27	175
Milton		4,714	27	174
Pickering		4,597	27	170
Orangeville		4,504	27	166
Toronto Patriots		3,634	27	134
Mississauga		3,433	27	127
Burlington		3,385	27	125
Hamilton		3,319	27	122
St. Michaels		2,676	27	99
North York		2,571	27	95
Toronto Jr. Canadiens		2,131	27	78
TOTALS:		135,331	594	227



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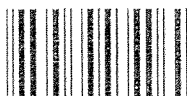
There Are 7 Types of English Surnames — Which One Is Yours?
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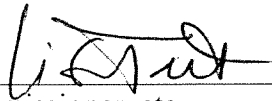
16U Midget Minor goes 3-0 at the "Border Battle Showcase"

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[PLAYERS WANTED \(HTTP://WWW.GTHLCANADA.COM/PAGE/PLAYERS-WANTED\)](http://www.gthlcanada.com/page/players-wanted)

Age Chart: 2015-16

Ages effective for the 2015-16 GTHL season. Player ages are determined by age as of December 31, 2015.

The 2015-16 GTHL regular season will begin Monday, Sept. 14 for "AAA" divisions and Monday, Sept. 21 for "AA" and "A" divisions.

CATEGORY	BIRTHDATES
Juvenile	Born in 1995, 1996, 1997
Midget	Born in 1998-99
Midget Jr.	Born in 1999
Minor Midget	Born in 2000
Bantam	Born in 2001
Minor Bantam	Born in 2002
Peewee	Born in 2003
Minor Peewee	Born in 2004
Atom	Born in 2005
Minor Atom	Born in 2006

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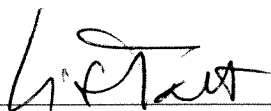
Which GTHL grad will tally the most points in the NHL this season?

- Tyler Seguin
- P.K. Subban
- John Tavares
- Rick Nash



TABI

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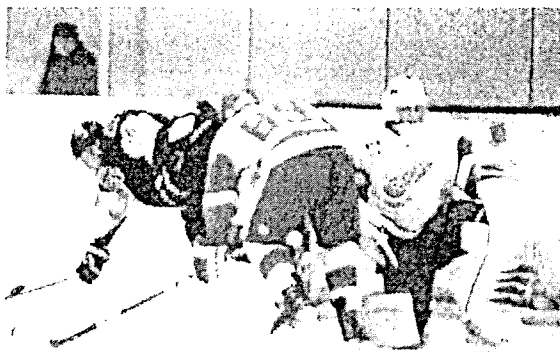
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A commissioner, etc.

News / Insight

Is minor hockey worth it?

A look at some of the challenges of chasing a dream in the Greater Toronto Hockey League.



VINCE TALOTTA / TORONTO STAR

The GTHL has roughly 40,000 players on 2,800 teams, the largest minor league in the world.

By: Don Gillmor Published on Fri Jan 11 2013

On a Monday night in late November, two Minor Midget AAA teams clash in the gloom of the Vaughan Sports Village. The lighting is funereal and the arena smells like stale sweat. This northern outpost has a Soviet feel, a sense of sacrifice rather than joy.

The Vaughan Kings are currently in ninth place out of 12 teams, the Markham Majors 11th. The boys are 15 and this is their draft year. For that reason, Minor Midget is an intense division. A lot is resting on the players' performance, which can mean the difference between the Boston Bruins and the Hershey Bears, between an NCAA scholarship to Michigan and sharpening skates at Sport Chek.

The play is ragged. The beautiful geometry of the game is never more obvious than when it doesn't work. Passes are a few centimetres out of reach, pucks angled off the boards go astray, wingers can't control the breakout pass. There are moments of brilliance but they quickly fall apart, a series of false starts for both teams.

In the bleachers, parents call out familiar laments.

"Don't go in the middle! . . . Now why the hell would you go in the middle."

"Take the man. Take the man! Jesus."

"Go get it! Who wants it!"

The score is tied 1-1 with less than six minutes to play in the third period. A speedster on the Majors emerges from the chaos and stickhandles into open ice, shifting left then going right, creating space, the defenceman a half-step back. He lets go a slapshot, top shelf, short side, a blast that finds the only hole in the goalie's defence. One half of the bleachers erupts and the other half slumps and murmurs recriminations.

But the Kings come roaring back and tie the game with 38 seconds left, a flurry of energy and poise that has been missing for most of the match.

Afterwards the two teams file into the blackness of the parking lot. It's after 10 p.m. on a cold Monday. Half the season is gone. For most of these boys, the possibility of playing professionally is gone as well. They climb into minivans and are driven through the city, the fathers saying: "Why didn't you take the man? What were you thinking with that cross-ice pass? Do you really want this? Because you have to want it."

Few will get it. In 2012, nine of the 11 first-round draft picks of the Ontario Hockey League came from the two powerhouse teams — the Toronto Marlboros and the Mississauga Rebels. When the Marlies played the Rebels there were dozens of scouts in the audience. But the bottom of the league is lightly scouted; none came out this evening for the Kings and Majors.

At this point, the investment for players and parents has been thousands of hours and tens of thousands of dollars. What is the return on that investment? What does minor hockey produce?

The Greater Toronto Hockey League (GTHL) has roughly 40,000 players on 2,800 teams, the largest minor league in the world. It is also the oldest, begun in 1911 by a 17-year-old goaltender named Frank D. Smith who craved organized competition. It predates the NHL, which began in 1917, and has grown into a large, complex, not-for-profit organization with a \$9-million budget.

The GTHL's mission statement describes it as a place for Toronto kids to develop skills and build character. It is also about professional development, grooming players for the big leagues. It has had mixed success in these areas.

And like the NHL, it is also a business. (It is allowed to make money but not to profit: any extra revenue goes back into the organization.)

"We're supposed to be teaching these kids life lessons," a coach says, "and it's hard to do because of all the outside forces. It's hard to coach in this city. A lot of good coaches quit, replaced by hustlers who are selling the dream."

The dream is to play in the NHL, a dream that takes form as a player moves up the ranks, through Select, A, AA and finally AAA. It is an expensive dream, and the chances of it coming true are slim.

Jim Parcels, co-author of *Selling the Dream: How Hockey Parents and Their Kids Are Paying the Price for Our National Obsession*, followed 30,000 Ontario hockey players born in 1975 to see how many ended up in the NHL. Forty-eight were drafted by NHL teams, though only 39 signed contracts, and of those, 32 played in an NHL game. Of those 32, only 15 played more than one full season. And of those 15, only six played 400 games or more (the minimum to qualify for an NHL

pension). Forty-two played NCAA Division I hockey on a full or partial scholarship, only slightly better odds than the NHL.

Those odds have gotten steeper for the 1995 birth-year cohort. It is more difficult now both to play in the NHL and to get an NCAA scholarship. In 20 years, the Canadian presence in the NHL has dipped from 61.4 per cent to 53 per cent (and has gone below 50 per cent at times), while the Americans have risen from 16.5 per cent to 23.9 per cent. The increase in elite hockey players in the U.S. has also meant fewer scholarships for Canadian players, as schools are more focused on American players.

Out of 978 players on NHL rosters at the end of the 2012-13 season, there are 36 GTHL alumni (and 12 more who split their time between GTHL and OMHA), or 3.7 per cent. Sweden, with 67,000 minor league players, has 63 in the NHL, or 6.4 per cent of the league. The GTHL's record isn't spectacular, but it would receive a passing grade.

What do we talk about when we talk about hockey? "Ninety per cent is about the money," says one GTHL AAA coach.

As a business, the GTHL, like the NHL, is slightly contentious and not clearly understood. While the GTHL is a not-for-profit organization, there is a constant chorus from parents who feel someone must be profiting. Certainly they are paying too much. Where does the money go?

The GTHL's biggest expense is ice rental (\$4,785,847 — more than half its budget), which is mostly recouped through the \$6 gate fees.

The teams are run as not-for-profit enterprises too, though until recently, it was difficult to tell. At one point, entrepreneur Stuart Hyman owned 90 GTHL teams, and in 2004 the Star reported that his teams charged the highest fees in the league. Hyman's stewardship prompted a City of Toronto investigation into youth hockey and two other league investigations. The GTHL lacked the authority to look at the financial details of any of its member clubs, but Hockey Canada threatened to audit Hyman's books, and immediately afterward Hyman divested almost all his teams.

As a result of this, says GTHL executive director Scott Oakman, the league implemented a new policy requiring owners to disclose the team's financial statements to parents. Any conflicts (if the club operator owns a hockey equipment manufacturer, for example) need to be disclosed now as well.

But the business model for GTHL clubs remains eclectic. Some coaches are volunteers, others are paid, and there is wide disparity in salaries. There is also the issue of who is paying them. "The coach's salary should be in the budget," one coach says. "If it's not, then you don't know who's paying the coach. If a parent is paying the coach, the next thing you know, his kid's on the ice too much."

Some teams are operated or leased by the parent of a player who wants to guarantee that his child plays.

The budget for a AAA team last year was \$110,000, which included everything from practice ice rental (just over \$23,000) to game sheets (\$2,242). Divided among the 17 players, it was \$6,000

each, with the rest made up by sponsors and fundraisers. Of the total, \$20,000 was remitted to the organization. Both the league and member clubs are allowed to put aside money in a contingency fund. (The league's is currently at \$2.2 million.)

It's possible for organizations to add surcharges on ice time and equipment (the team supplies jerseys, socks and gloves), and given that owners of AAA franchises need to have a team in each of the eight divisions, there is the opportunity, at least, to make money. But parents can now view the accounting and judge for themselves.

The transparency is welcome, but the cost of playing hockey in Toronto remains high, ranging from a few hundred dollars for House League, to more than \$8,000 for some AAA teams. On top of that there is the cost of equipment (which can reach \$4,000 for top-of-the-line gear), tournament costs for parents, gate fees (players and parents pay \$6), and the cost of driving to games (an inner-city parent could log 4,000 kilometres in a season, driving to Vaughan, Mississauga, Markham etc.).

Personal trainers are a necessity at the elite level, and the cost of a good trainer and the ice time ranges from \$240 to \$425 an hour. Often they are in groups of four, though some parents spring for private classes. There are summer camps, spring leagues, dry land training, power-skating camps, off-season tournaments in Boston or Michigan.

The annual cost for a AAA player is between \$10,000 and \$15,000, not much less than the tuition for the University of Toronto medical school (\$19,546).

The parents of Patrick Kane, the Chicago Blackhawks star, estimated their investment in his minor-league career, which he spent in the U.S., to be \$250,000. Given his current salary of \$6.3 million per year, it was a good investment. But the cost is high for all elite minor league players, while the odds of playing four seasons in the NHL are roughly 1 in 6,000.

Every 6-year-old player can dream about playing in the NHL, but not every 10-year-old. By that time, the sorting has begun in earnest. There is some movement among levels as the players grow (or fail to), as their skills fade or shine. But mostly the AAA kids move like a school of fish, from one division to the next. And they are the only ones who can dare to dream.

Though perhaps not all of them should. There are 12 AAA teams in each division in the GTHL, and like the NHL, it expanded too far, diluting the talent pool. The bottom three or four teams in many AAA divisions are often closer to Double-A teams.

"There are parents and players who want to play AAA and there are people who feed off them," says Geoff Schomogyi, a Triple-A coach with the Mississauga Rebels.

They want to be in AAA because it is better than Double-A and the world is hierarchical. The kids wear their team jackets proudly and obsessively, the parents mention it in casual conversation. It is an achievement, but it is compromised by the expansion, and it has created an imbalance in the league.

"Because of the lack of parity," says Steven Cathcart, coach of the AAA Marlboro Midget team, "there are too many good players on two teams and they aren't getting challenged on a regular

basis. So we produce very few defencemen, because they hardly need to defend. The goaltenders sometimes come from the bottom teams because they get so many shots.”

Another problem with having all the good players on a few teams is that they may have gone through most of their AAA career without facing adversity, without losing. “Sometimes,” one coach says, “they run into adversity at the next level — they get drafted by a last-place OHL team — and they can’t handle it. There is a lot of fallout. GTHL players often have a sense of entitlement.”

The city, despite its millions, seems capable of producing only 120 or so AAA players per division. And that number may fall. According to Hockey Canada, the governing body for hockey in the country, only 9.1 per cent of Canadian males between the ages of 5 and 18 play organized hockey. They project that this number could fall by 20 per cent by 2016.

There are a number of reasons for this. One of the major barriers is financial; the cost of minor-league hockey has priced many parents out of the market. So there may be potential Crosbys relegated to inventive shinny, or scoring against virtual goons in a computer game. You can map the city’s economic demographics by its AAA teams. Most are from the affluent west end or the northern suburbs. Scarborough, which was once a hockey powerhouse, isn’t represented at all.

Hockey is still perceived as a blue-collar sport, and that’s where its roots are. But it isn’t anymore. Even the middle class has trouble keeping up with the costs. At the highest level, it has become a rich man’s game. “If you look at the best players in the league,” a Triple-A coach says, “a lot of them are in a high socio-economic bracket. They don’t necessarily have a lot of drive, they’re just incredibly skilled. And they’re afforded the opportunity to have the best instructors, and that is their advantage. Their advantage is that they have money.”

There is also the demographic factor; fewer new Canadians are taking up the sport in earnest. They play house league as a way to culturally adapt, though they rarely pursue it past that level. It is a rite but not a passion.

The warming climate isn’t helping. Shinny, a key development tool in past decades, is partly a victim of global warming and the decline of outdoor skating. The rink nearest me, in Withrow Park, opened on Dec. 1 then closed the next day due to high temperatures and rain. It officially closes Feb. 24. Like 52 other city-run outdoor rinks it has ice that is artificially cooled, but even that can’t always keep up with rising temperatures. There are 20 hours of shinny per week, but at peak weekend times the shinny can be frantic and crowded. I once took my son and counted 61 people and 12 pucks on the ice, a war zone.

But it is in some version of that war zone that creativity is developed. In his book *The Game*, Ken Dryden writes, “It is in free time that the special player develops, not in the competitive expedience of games, in hour-long practices once a week, in mechanical devotion to packaged, processed, coaching-manual, hockey-school skills.”

It is the lament of one Triple-A coach — the players are all skilled, he says, but they lacked creativity. Unlike Guy Lafleur or Wayne Gretzky, they hadn’t logged thousands of hours playing shinny. Instead they log thousands of hours in minivans; a game can be a three-hour commitment

when factoring in commute times and dressing time, but it only yields 10-17 minutes of ice time for the player.

In 1972 we accused the Soviets of being skilled but mechanical. The Canadians, by contrast, had flair, we had heart. Now we are in danger of losing both.

But the largest issue for minor hockey may be safety. Never have concussions enjoyed such prominence: the centre of lawsuits and medical research and controversy. It is the conversation that haunts every arena.

Nicholas Eustace got his first concussion playing for the Minor Midget Mississauga Rebels in September 2011, at the beginning of the season. He got an elbow to the head, then later in the game another player fell on him when Nicholas was down, banging his head against the ice.

Nicholas was out for six months, returning only for the quarter-finals in February. The team won the OHL Cup, beating the vaunted Marlboros. Fifteen players from the team were drafted by the OHL, but Nicholas was undrafted because he'd been out all season.

Hockey was his passion. Since the age of 4, he had been playing with his friend Jake Evans. They both played for the Rebels because they knew it was heavily scouted and they were serious about the game. The parents were serious as well, agreeing to the commitment of time and money. Jake's father spent \$7,500 building an ersatz rink in their basement, with regulation nets and unbreakable Plexiglass windows. Jake has two pairs of \$750 skates, and once, in a bad month, broke five \$300 sticks.

Jake was drafted by the Kitchener Rangers of the OHL but also received a scholarship offer from Notre Dame worth up to \$57,000 a year. Nicholas returned the following year to play Midget with the North York Rangers, with the hope of attracting a scholarship offer as well.

"I knew I wouldn't make the NHL," he says. "But I wanted to get an NCAA scholarship."

Instead, he suffered a second concussion last autumn. "I can't really pick out a specific hit," he says. "I just had a huge headache after a game with the Marlies, but I didn't say anything for three weeks."

After diagnosis, Nicholas, 16, lay in a dark room for two weeks, thinking mostly of hockey. He was home from school for another two weeks, then returned for half-days, though he couldn't write exams — he found it difficult to concentrate. He went to see his teammates play, but the movement on ice brought on headaches. Even watching was dangerous.

An article in the Canadian Medical Association Journal looked at two junior hockey teams and found 17 of the 67 players suffered a concussion during a single season — 25.3 per cent, seven times higher than the rate often reported in the medical literature. Five of the concussed players had a second incident. The inference was that concussions, for all their prominence, continue to be underreported.

Increasingly, parents can recite the litany: repeat concussions are a risk factor for chronic traumatic encephalopathy, memory loss, behavioural and personality changes, depression, early dementia and motor neuron disease. Young people are especially susceptible.

As a result of the prominence of concussions in sport, hockey parents now have two futures to contemplate — the one where he gets a \$6.3-million NHL contract and the one where he gets brain damage that limits his options.

“I wish the league would take a bit more leadership on this,” a Triple-A coach tells me. At the moment, the coach has the responsibility to recognize and act on concussions. “What do I know about concussions? I’d like to see baseline testing for the whole league so the pressure wasn’t on the coaches and trainers.”

The issue of baseline testing — the players taking tests before the season starts to have something to compare post-injury tests to — was brought up at the GTHL’s board meeting but ultimately voted down by the member clubs.

In the Iceland arena in Mississauga, the first-place Minor Midget AAA Rebels are playing the last-place North York Rangers. The Rebels score at the 36 second mark, then again two minutes later. With less than half the first period played, it’s 3-0 Rebels.

There are no scouts in the audience. I talk to a parent whose son is on the Rebels. He’s a fast, skilled player, small compared to his teammates (five-foot-eight and a half, 155 pounds). There aren’t many small kids left in the league at this level, the father says. They have to have great skills to survive at this point.

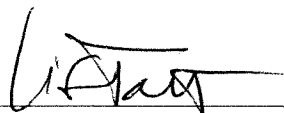
Does he want to go to the NHL?

“That’s the dream, isn’t it?” he says “That’s the dream of everyone.”



TABJ

This is Exhibit "J" referred to
in the affidavit of David E. Branch,
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A handwritten signature in black ink, appearing to be "L. A. ...", written over a horizontal line.

A commissioner, etc.

SECTION E**TEAM REGISTRATION****Jurisdiction**

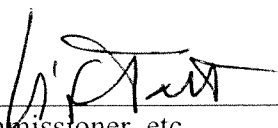
1. The Association shall administer minor hockey in the following divisions:

AAA	Midget City Bantam Division 1 Bantam Division 2	players born in players born in players born in	1999 - 2000 2001 2002
AA	Midget Bantam Minor Bantam Peewee Minor Peewee	players born in players born in players born in players born in players born in	1998 - 2000 2001 2002 2003 2004
A	Midget Minor Midget Bantam Minor Bantam Peewee Minor Peewee	players born in players born in players born in players born in players born in players born in	1998 - 1999 2000 2001 2002 2003 2004
Female	Midget AAA Midget AA Midget A Bantam AA Bantam A Peewee AA Peewee A Atom A Novice A	players born in players born in players born in players born in players born in players born in players born in players born in players born in	1998-2000 1998-2000 1998-2000 2001-2002 2001-2002 2003-2004 2003-2004 2005-2006 2007 & younger
A	Atom Minor Atom Novice	players born in players born in players born in	2005 2006 2007
	House League	players born in	2007-2011



TABK

This is Exhibit "K" referred to
in the affidavit of David E. Branch,
sworn before me, this 23 day of
December, 2015

A handwritten signature in black ink, appearing to be "H. P. [unclear]", written over a horizontal line.

A commissioner, etc.

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Buying into the dream: Hockey academies a growing trend, with costs surpassing \$50,000 a year



MICHAEL TRAIKOS | December 15, 2015 | Last Updated: Dec 17 9:48 AM ET
More from Michael Traikos | @Michael_Traikos

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First in a five-part series.

TORONTO — The Grade 9 English class is deep into a lesson on Greek mythology when the door opens and a stocky, bald man with wire-frame glasses pops his head in.

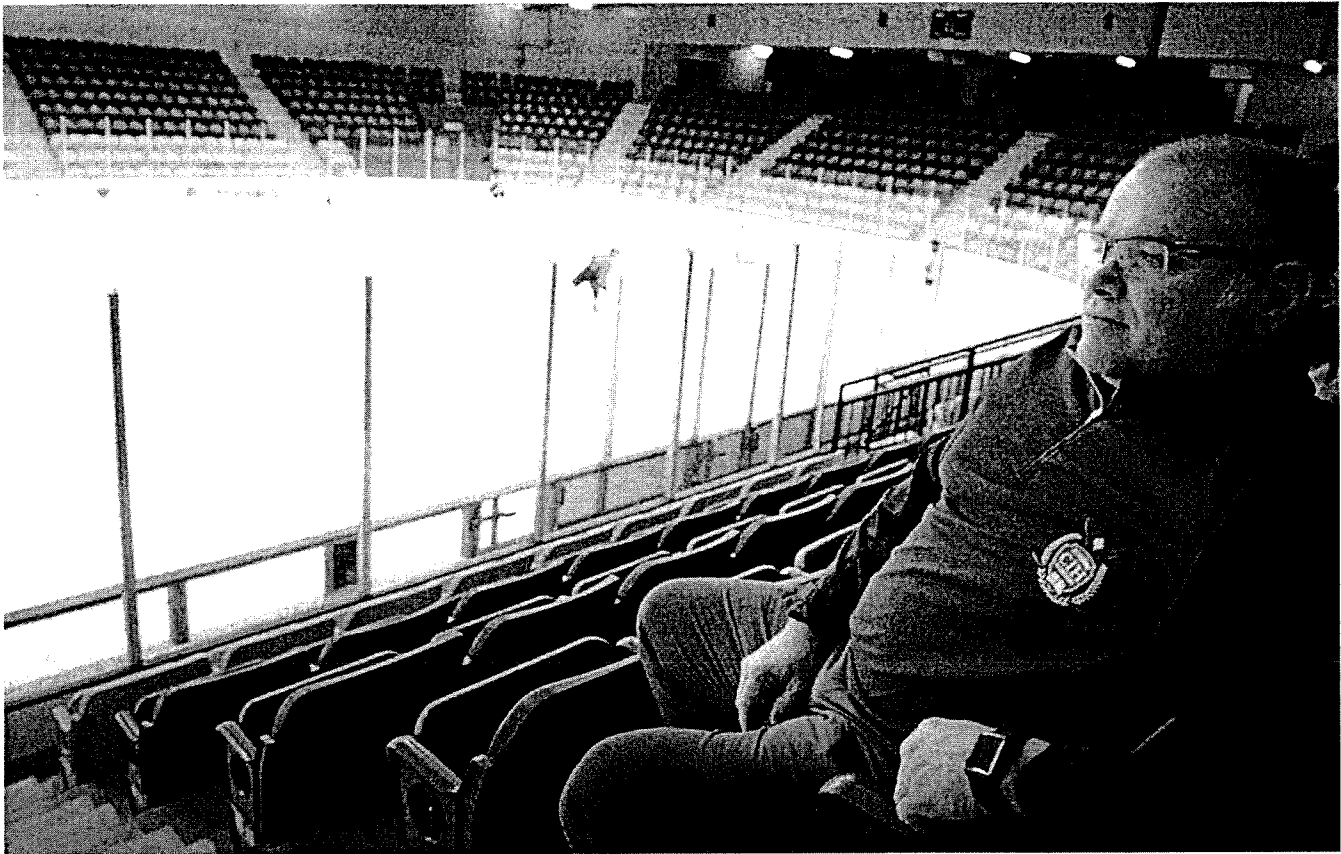
Guy Girouard, who has been giving a tour of the campus, quickly apologizes for the interruption. But before he closes the door, he spots a student and delivers an important message.

“Your skates are sharpened. You can pick them up after class.”

Welcome to the Canadian International Hockey Academy, where “School. Hockey. Life.” is the motto — although not necessarily in that order.

Located 40 kilometres east of downtown Ottawa in the charming town of Rockland, the academy opened its doors four years ago with Gatorade and CCM as sponsors and the full blessing of Hockey Canada. It’s a prep school, but the kind where Calgary Flames head coach Bob Hartley is on the faculty as a senior hockey adviser and where the 90 students, who are often hand-picked by the school’s scouts, have little to no body fat and walk to class with books in one hand and a post-workout protein shake in the other.

Follow



The sprawling campus has everything a hockey player could want: an outdoor rink with wraparound boards, unlimited skate sharpening and pro-style dressing rooms with an ice bath that Guy Girouard, the Canadian International Hockey Academy's hockey director, says would make most junior teams jealous. Ashley Fraser/Postmedia News

The sprawling campus, which sits on 35 lush acres overlooking the Ottawa River, has everything a hockey player could want: an outdoor rink with wraparound boards, unlimited skate sharpening and pro-style dressing rooms with an ice bath that Girouard, the academy's hockey director, says would make most junior teams jealous.

The focal point of it all is a \$27-million, twin-ice training centre with a 2,000-seat arena.

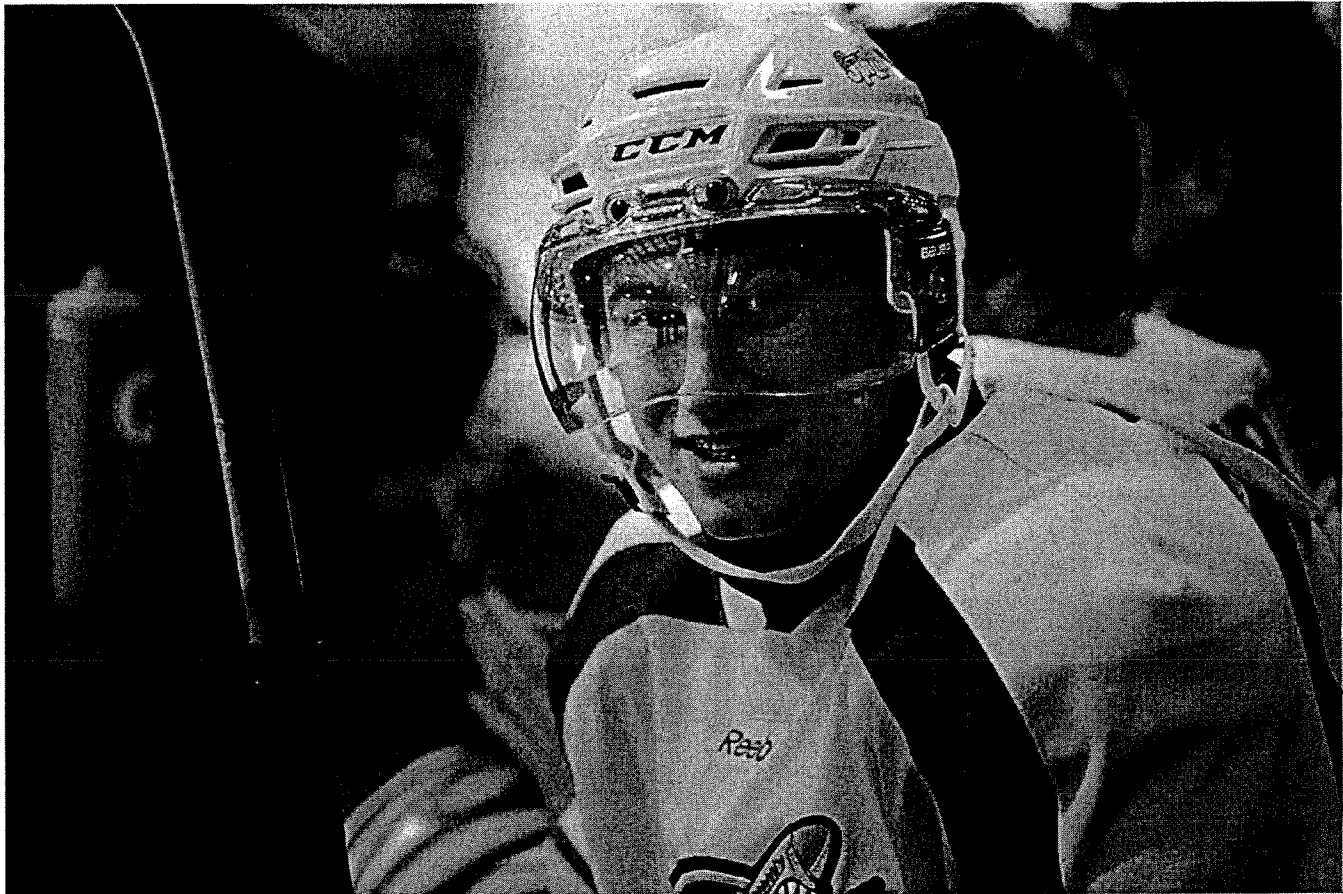
It is inside this massive arena that you will find four small classrooms. Meat-freezer cold and thick with the smell of wet equipment, they are steps away from the ice and a Zamboni painted in the school's colours. Because students wear skates as often as shoes, the floors are made of soft rubber.

"If you're a hockey player, you can't help but love it there," says Windsor Spitfires forward Gabe Vilardi, a projected top-5 pick in the 2017 NHL Draft who spent last year at the Canadian International Hockey Academy. "You're on the ice every day. You wake up, you go to the caf for breakfast, then school for first period, then to the gym, then lunch at the caf, then two more periods, then practice with the team for last period. I would stay out for another hour or so with the coaches."

Hockey academies are not mandatory. But like summer hockey leagues, they're a growing trend, with more parents choosing to enroll their kids in the same school as this year's No. 1 draft pick, Connor McDavid, or other young NHL players. Twelve of the 32 players named to Canada's world junior selection roster spent time at hockey academies across the country, including Mitch Marner (Hill Academy in Vaughan, Ont.), Joe Hicketts (Okanagan Hockey Academy in Penticton, B.C.) and Noah Juulsen (Yale Hockey Academy, B.C.).

Academies draw families in by promising to make students better hockey players, with additional ice time and private instruction. They usually fulfil that promise. But keeping up with the Joneses — or the McDavids — comes at a cost.

Follow



"If you're a hockey player, you can't help but love it there," says Windsor Spitfires forward Gabe Vilardi, a projected top-5 pick in the 2017 NHL Draft who spent last year at the Canadian International Hockey Academy. NICK BRANCACCIO/Postmedia News

With a price tag that can reach \$53,000 a year, rivalling a new BMW, they place yet another financial barrier in front of families who are trying to help their children fulfil their dreams of reaching the NHL, no matter the odds.

"I think it started out on a fairly slow pace and seems to be picking up steam now," says Pier-Alexandre Poulin, Hockey Canada's manager of school programs. "Does it pressure parents? I would say sometimes parents have expectations that exceed the child's talents and invest in that possibility. I think it's an unfair suggestion that every child who is a skilled hockey player can go to a sports school and ultimately become this top-notch talent."

Sports academies — what some call the Hogwarts of Hockey — are not a new concept in Canada.

St. Michael's College in Toronto, where Dave Keon, Tim Horton and more recently Jason Spezza and Tyler Seguin all studied and played, began recruiting top players for its elite hockey program in the early 1900s. Athol Murray College of Notre Dame, in Wilcox, Sask., has been placing an equal emphasis on academics and athletics since the 1920s, and counts Wendel Clark, Rod Brind'Amour, Vincent Lecavalier and Morgan Rielly among its alumni.

But in the last 15 years, the model has gone from private schools that offer a hockey program to specialized sports schools where hockey is the main focus. Their origin can be traced to the Molson Open-Ice Summit on Player Development in 1999, following Canada's disastrous fourth-place finish at the Nagano Olympics, when the country's top hockey minds became concerned that not enough high-end skilled players were being produced.

One recommendation was to adopt the European model of hockey academies, which help players get closer to what Outliers author Malcolm Gladwell termed "the 10,000-Hour Rule" for gaining expertise at a skill by spending additional time on the ice.

Follow



Welcome to the Canadian International Hockey Academy, where "School. Hockey. Life." is the motto — although not necessarily in that order

Chris Roussakis/ for National Post

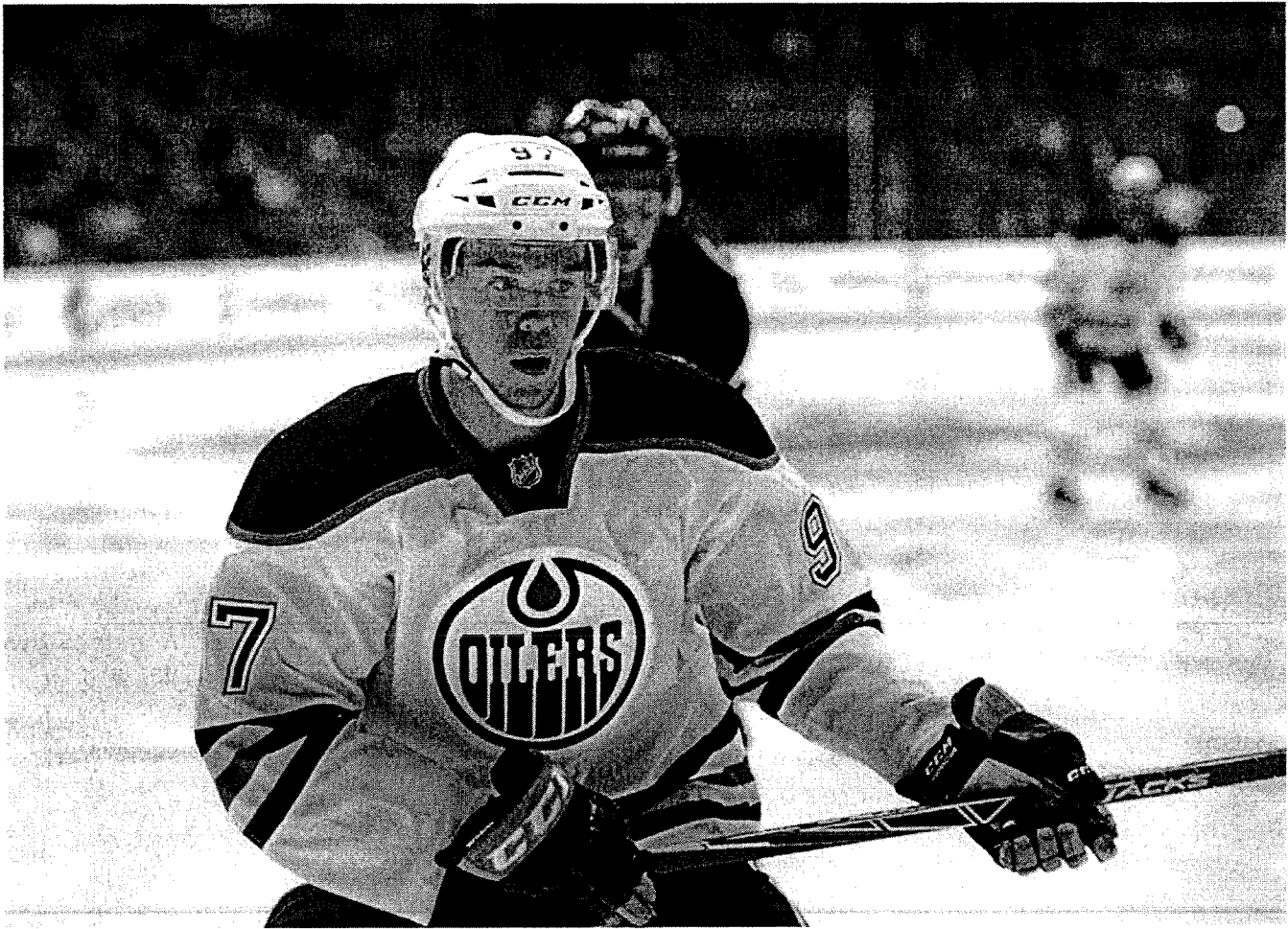
"The idea was to provide additional opportunities for youngsters to be on the ice and to have enhanced development, in that they could get on the ice a couple of more times a week and get instruction," says Hockey Canada's Poulin. "With the youngsters that were going to Shattuck-St. Mary's (in Minnesota), if we didn't give them the freedom to go to play where they wanted to in the Canadian system, then they would ... go to prep schools in the Eastern U.S. or central U.S."

Other factors were at play, too. Neil Doctorow, who opened PEAC Academy for Elite Athletes in 2005, did so because he believed there was a void that needed to be filled. As a high school teacher in Unionville, Ont., Doctorow had grown frustrated with colleagues that penalized students who missed school because of conflicting hockey schedules. The school had an accomplished music program that afforded students academic leeway, but hockey players did not receive the same flexibility.

"(Nashville Predators forward) Cody Hodgson was at the school then and there was a lot of conversation around him missing so much school and not being a good student," says Doctorow. "They were just so negative around the student athlete. I figured there was already a hundred of these sport academies. But there was nothing."

With Hockey Canada now licensing academies — former president Bob Nicholson's son went to Okanagan Hockey Academy — the landscape has changed since then. There are now 26 licensed academies across the country and another 100 or so that are unlicensed. All told, Hockey Canada says about 5,000 schools — from all-day academies to local high schools — offer hockey as part of their curriculum.

Follow



More parents are choosing to enroll their kids in the same school as this year's No. 1 draft pick, Connor McDavid, or other young NHL players.

Shaughn Burth/Postmedia News

"For guys who want to get better, that entails being on the ice every day," says Joe Hicketts, who won a gold medal with Canada's world junior team in 2015. "Being on the ice seven to nine hours a week is better than three to four hours."

"It helped me a lot," says Toronto Maple Leafs prospect Marner, who was selected fourth overall in 2015. "You're on the ice four times a week. It's a lot more skill-based and focusing on your hands."

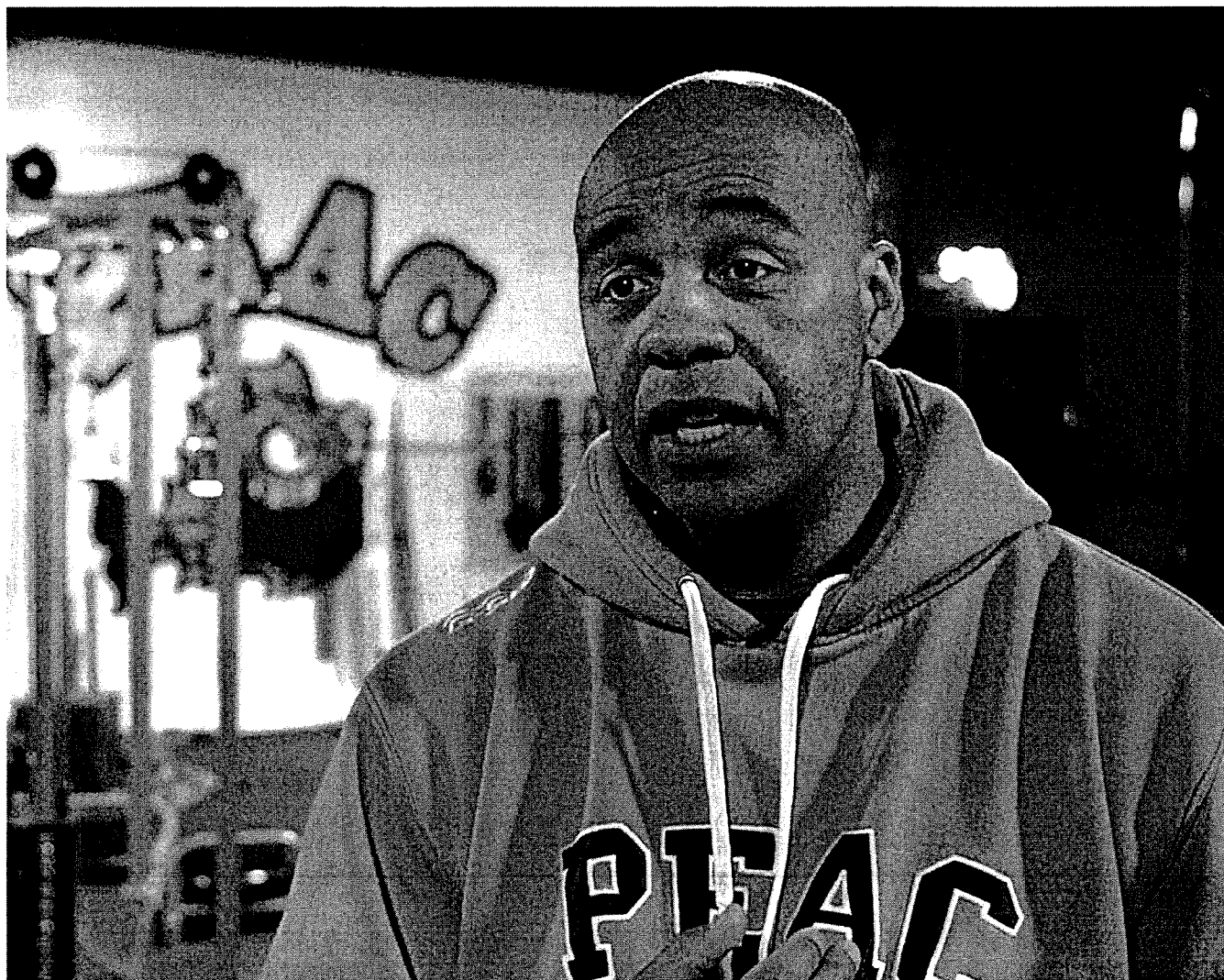
A typical day at PEAC School for Elite Athletes starts with 90 minutes of semi-private, on-ice instruction (former NHL goalie Kay Whitmore, who is the NHL's director of hockey operations and goaltender equipment, is a coach), followed by four periods of traditional classes and then another hour or so of sport-specific fitness programs.

At Okanagan Hockey Academy in Penticton, B.C., the final bell rings at 1 p.m., whereupon students head to the rink or gym for another four or five hours of on- and off-ice training.

Electives, such as music or art, are replaced with ice time.

"Here at PEAC, being on the ice from September to June, you would be on the ice for about 310 hours," says managing director Robb Nelson. "You would be training two-and-a-half, three times more than the average kid. So it's like someone who reads once a week and someone who reads five times a week. Who's going to read better? If you want it, you're going to get to the next level."

Follow



"Here at PEAC, being on the ice from September to June, you would be on the ice for about 310 hours," says managing director Robb Nelson.

Graham Runciman/National Post

A year's tuition to PEAC is \$53,000. The Okanagan Hockey Academy charges \$35,000 a year — more if you're from out of province. Tuition for students living at the Canadian International Hockey Academy is \$39,900 a year.

That does not include mandatory fees such as equipment (\$600 to \$800), school uniform (\$350-\$500), textbooks (\$300) and \$1,000 for such things as orientation week, SAT prep courses and exams.

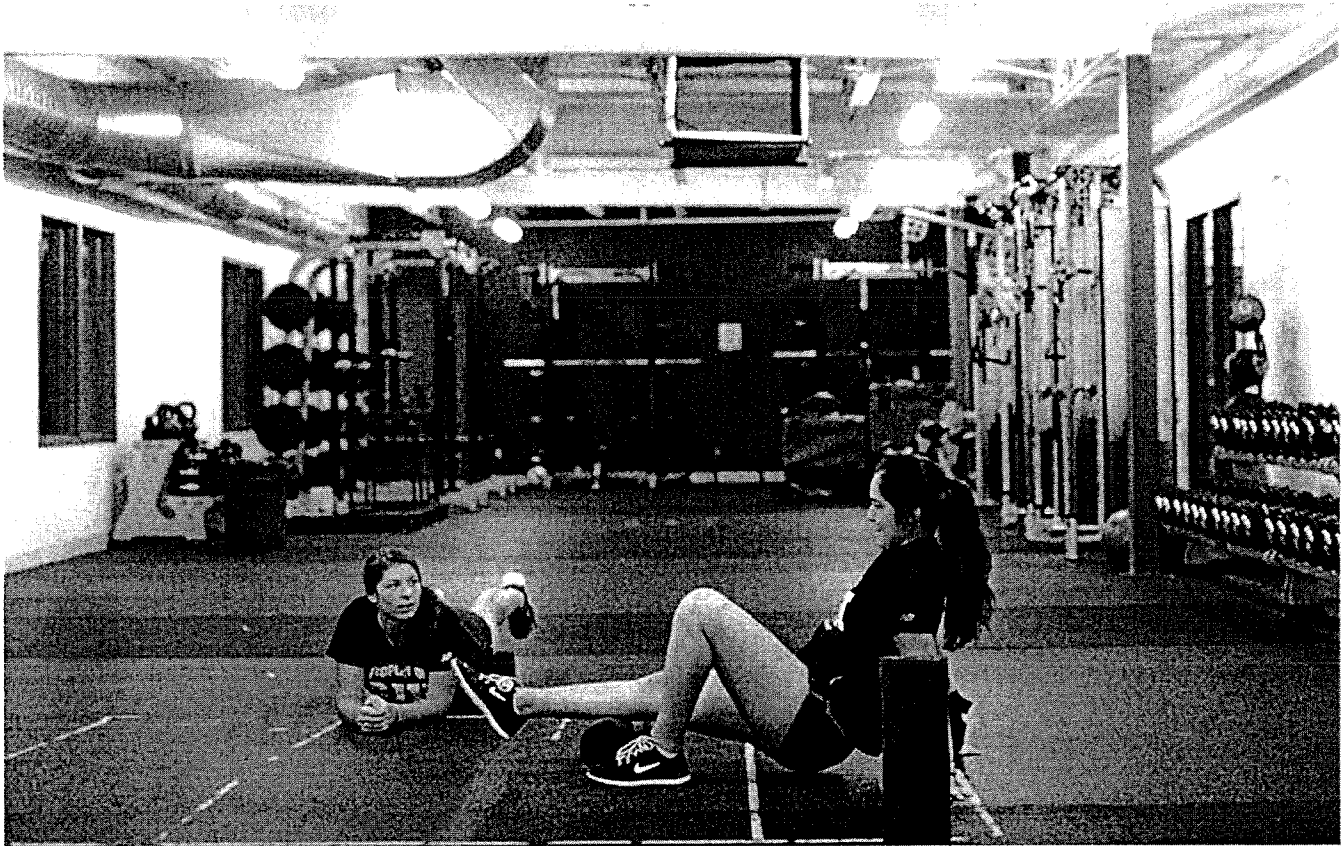
The median family income in Canada, according to Stats Canada, was \$76,550 in 2013.

"Unfortunately, when we go and recruit and watch the kids play at certain events, there's no sign on their forehead that says, 'My parents have a lot of money and can afford this,'" says Girouard. "Sometimes you meet the families and you start talking to them and they do make certain sacrifices to provide for their kids, like most parents want to do. They want to provide the best. It's a business."

It's a business that's booming, despite the cost.

The Okanagan Hockey Academy had 16 students when it was founded in 2002. All were boys. Today, there is an academy in Austria (100 students) and England (50 students), while another opened in Edmonton this September (20 students, with 20 more expected next year). The original Penticton location, which underwent a \$90-million expansion in 2008, now has 136 students, of which 21 are female.

Follow



Tuition for students living at the Canadian International Hockey Academy is \$39,900 a year.

Chris Rousseakis/ for National Post

PEAC had six students studying inside a portable when it launched 12 years ago, before taking over a 22,000-square foot abandoned airplane hangar with 14 classrooms and a state-of-the-art gym for its 108 students, half of which are in the hockey program. There are plans to expand further, by adding a residence in the 80,000-square foot space above.

There were about 80 kids trying out for The Hill Academy's 23 roster spots at an evaluation camp in the summer, while Banff Hockey Academy program director Garry Unger says there is a "stack of students" hoping to enrol at the school.

"Academies are popping up and parents are finding ways to get their kids to them," says Jeremy Mylymok, male hockey co-ordinator for Athol Murray College of Notre Dame. "You'd be amazed at the type of sacrifices parents make to get their kids to these academies, so they can play major junior or college hockey."

The easiest and most efficient way a sports school can market its program is through its alumni. McDavid spent three years at PEAC and was the No. 1 pick in the 2015 NHL draft. So, naturally, that is where 14-year-old Kobe Desmond wanted to go.

The problem? The Desmonds are not your prototypical private school family.

"Oh, gosh, no. We're in the middle (class)," says Nancy Desmond, an auto adjuster with an insurance company. "We're the hard-working family who has to sacrifice trips and things for our kids. Some parents can do it all, but we can't."

Follow



The Desmonds are mostly living paycheck to paycheck so Kobe and his younger brother, 11-year-old Tori (pictured) — “You get a discount if you have two kids there,” Nancy says — can go to PEAC. Postmedia

And yet, the Desmonds are somehow making it work. Nancy’s parents and some friends have helped them out financially and the family is on a monthly payment plan and also discovered that you can buy used textbooks at half the price. But mostly, they are living paycheck to paycheck so Kobe and his younger brother, 11-year-old Tori — “You get a discount if you have two kids there,” Nancy says — can go to PEAC.

“My kids do well, so you want to help them any way you can,” she says. “I would never say, ‘Kobe is going all the way,’ because there’s so many good hockey players. There’s Connor McDavid and then there’s everyone else who can potentially make it with hard work and dedication. I would say that’s where Kobe fits in.”

No academy suggests it holds a skeleton key to the NHL, but most are not afraid to promise parents that their son or daughter will improve and could realistically play for a U.S. college or major junior team in Canada. Considering that players in the Canadian Hockey League receive an educational scholarship, some parents view it as a worthwhile investment.

“Often we joke, we’re spending the money now so you better get a scholarship,” says Rick Kloepper, the president of a trailer rental company, whose son, Tommy, is a Grade 9 student at St. Andrew’s College in Aurora, Ont., and also plays Triple-A hockey for the York Simcoe Express.

PEAC, where the walls are covered in signed jerseys and newspaper clippings of its famous hockey alumni, is not as shy about why students go there: to be the best. Not everyone, of course, is going to make it to the NHL. But PEAC managing director Nelson claims that “87 per cent play at a post-secondary school and get a free ride.”

Follow



Kids take part in daily activities at the Canadian International Hockey Academy.

Chris Roussakis/ for National Post

"No one has odds like that," says Nelson, who added that of the eight students who graduated last year, six are playing college hockey on a scholarship. "That's why we do it."

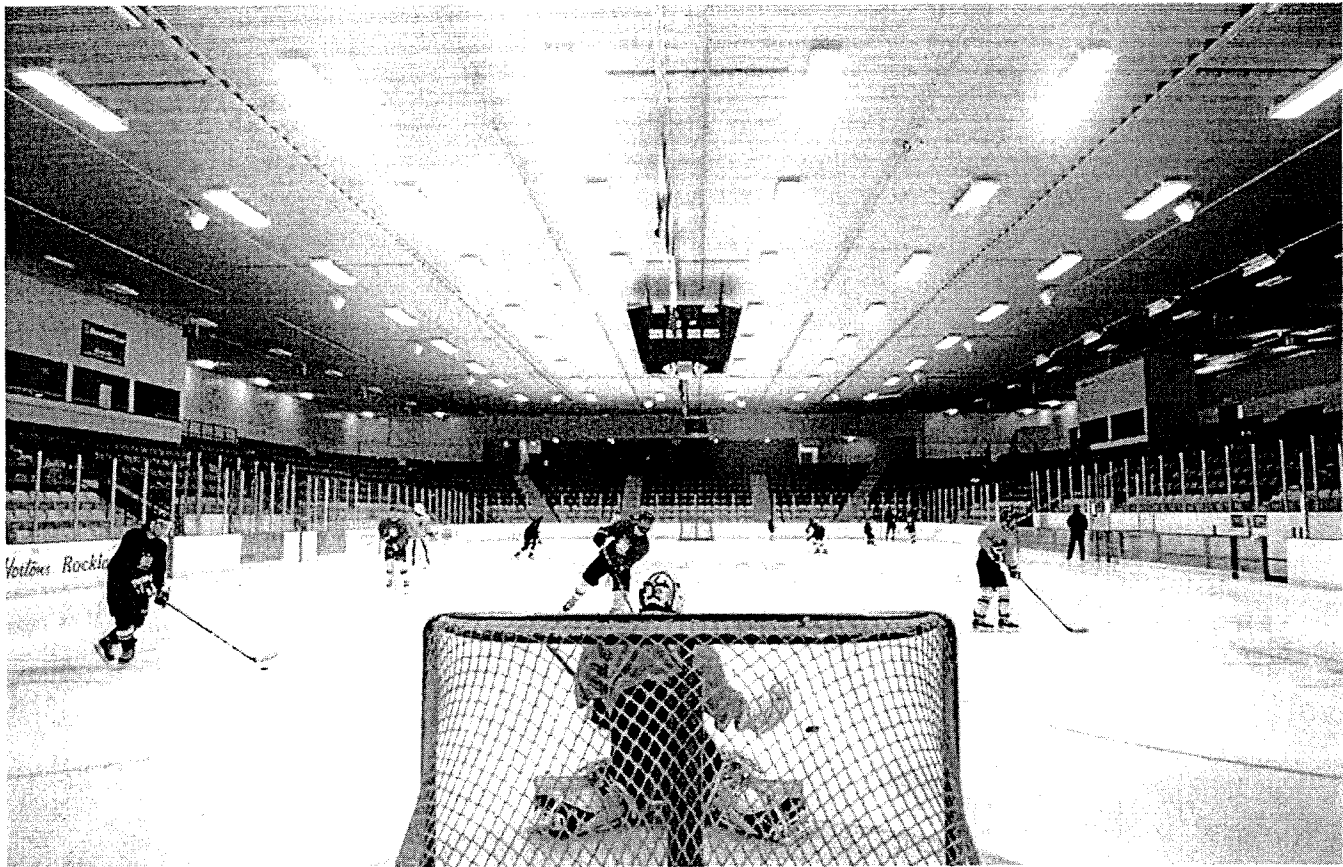
Since opening in 2002, the Okanagan Hockey Academy has seen only six of its 1,122 students reach the NHL (40 have played in the WHL and 20 have received NCAA scholarships). Those are not great odds. But they are realistic for a sport where less than one per cent of players reach the highest levels.

"Parents are moving their kids away when they are eight or nine to put them into an academy for \$25,000 to \$40,000 a year and having it as part of the development of their child," says Jim Parcels, who co-authored *Selling The Dream: How hockey Parents and Their Kids Are Paying the Price for Our National Obsession*. "It's a mixed bag. A guy like Mitch Marner, whether he played in an academy, he was already good enough to get drafted in the NHL."

Doctorow says the reason he finally sold PEAC was in part because "It felt really greasy to be a part of it. It was turning into something that I didn't want."

He's talking about the business side of sports schools and how many seem to open for monetary reasons. A class system is forming, he fears, where you not only have to be the most talented but also among the wealthiest to succeed.

Follow



The focal point of CIH Academy is a \$27-million, twin-ice training centre with a 2,000-seat arena.

Chris Roussakis/ for National Post

Doctorow is now involved in the Red Bull Hockey Academy in Salzburg, Austria, which intends to be a one-stop destination for the best young players in the world. The best part about it, says Doctorow, is that it's free for players who are good enough to play at the highest level, something no school in Canada offers.

"They literally recruit the best of the best and then train them there," says Doctorow. "That's going to be the next phase where people go. Here, it's essentially a marketing campaign where everybody is hoping they get the next Connor McDavid or someone to hang your hat on."

For the Canadian International Hockey Academy, the poster boy of the program could be Vilardi. The Kingston native, who was selected with the second-overall pick in the 2015 OHL draft, spent only one year at the Rockland school. But if all goes according to plan, that year will translate into years and years of residual success for the fledgling program.

"Shattuck didn't get Sidney Crosby the first year they opened," says Girouard. "We're hoping Gabe breaks the ice for us and sells the program. Players don't come here to rot. They develop."

Follow



CIH Academy is located in Rockland, Ontario about an hour east of Ottawa.

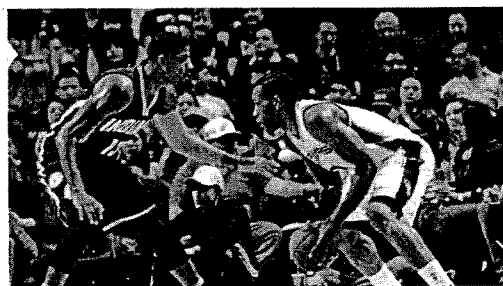
Chris Roussakis/ for National Post

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Kawhi Leonard scores 24 as the Spurs defeat the Pacers 106-92

Kawhi Leonard scores 24 and Tony Parker chips in 15 as the Spurs defeat the Pacers 106-92.

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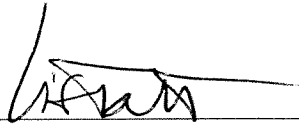
Topics: NHL, Sports, Connor McDavid, Hockey Canada, Sidney Crosby

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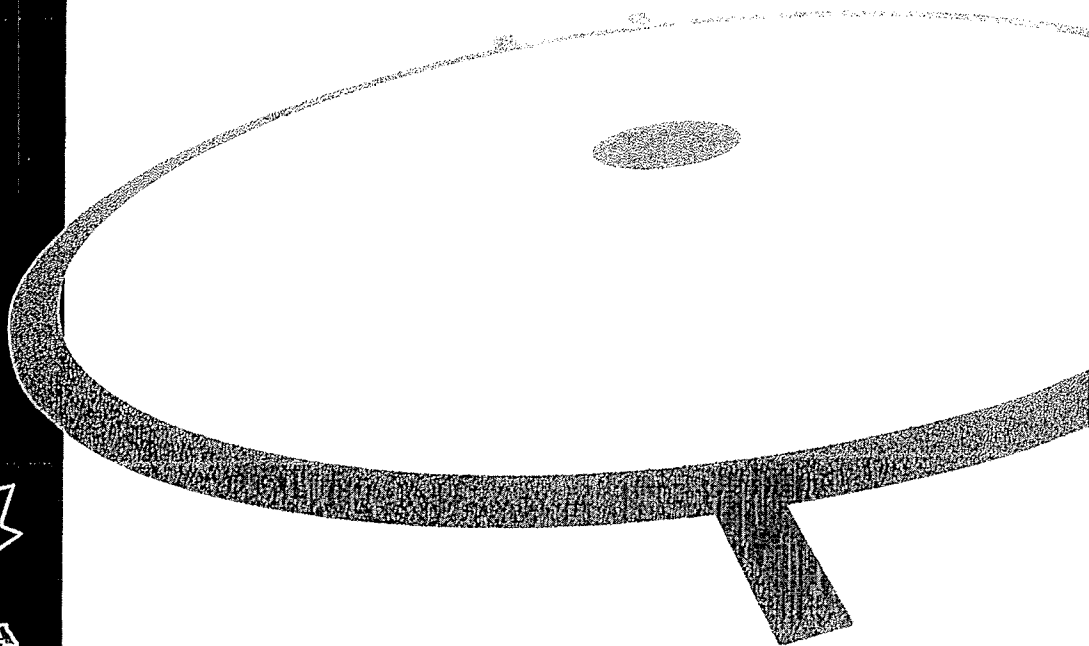
TABL

This is Exhibit "L" referred to
in the affidavit of David E. Branch,
sworn before me, this 23 day of
December, 2015

A handwritten signature in black ink, appearing to be "L. Branch", written over a horizontal line.

A commissioner, etc.

A Position Paper on the Canadian Hockey Association Structure and the Canadian Hockey League Relative to the Proposed Deregulation of the NCAA Bylaws on Amateurism



Submitted to the
National Collegiate Athletic Association
Subcommittee on Amateurism and Agents
August 2000

**A Position Paper
On the
Canadian Hockey Association Structure
And the
Canadian Hockey League
Relative to the
Proposed Deregulation of NCAA Bylaws
On Amateurism**

Working Committee

**David E. Branch, President of the Canadian Hockey League and
Commissioner of the Ontario Hockey League**

Bob Nicholson, President of the Canadian Hockey Association

Gilles Courteau, President of the Quebec Major Junior Hockey League

Bruce Hamilton, Chairman of the Board of the Western Hockey League

Richard Doerksen, Vice-President, Western Hockey League

Jim Donlevy, Education Consultant, Canadian Hockey League

**Submitted to the
National Collegiate Athletic Association
Subcommittee on Amateurism and Agents
August 2000**

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Introduction

A number of sports governing bodies in the United States and Canada have an acute interest in the current deliberations by the National Collegiate Athletic Association with respect to Bylaws concerning "Amateurism."

Since all developmental levels of hockey in Canada continue to be a source of talent for NCAA hockey playing schools, the resulting changes, should the proposed legislation pass, will have a dramatic, yet hopefully positive effect on these programs in both countries.

Thus, it would seem that the time is ideal for the Canadian Hockey League, in conjunction with the Canadian Hockey Association, to approach the NCAA regarding the issue of Major Junior Hockey relative to "*competitive advantage*." Given these proposed changes, the matter of the NCAA current classification of Major Junior Hockey as "*professional*" could be discussed.

The objective of this brief is to provide the NCAA Division I Subcommittee on Amateurism and Agents, as well as the NCAA membership in general, with detailed information about the structure of hockey programs in Canada. Also, its purpose will be to develop an understanding of the role and place of Major Junior Hockey organizations relative to other levels of hockey — all under the jurisdiction and auspices of the Canadian Hockey Association (CHA).

Through this position paper, it is felt that consideration would be given to classifying all CHA amateur hockey divisions in the same fashion. Such action would seem to be consistent with one of the Core Values outlined in the Division I Preenrollment Amateurism Deregulation Proposals:

...when considering the welfare of prospective student-athletes, rules that involve acts that do not give a prospective student-athlete a competitive advantage should be liberalized.

Thus, it would follow that the Subcommittee's recommendation that Men's Ice Hockey be given a two year exception to the expansion of NCAA Bylaw 14.2.4.2 apply to all Canadian Hockey Association sanctioned leagues including Major Junior Hockey.

An Historical Perspective

It must be understood that the game of hockey is an integral part of Canadian culture and has long been termed Canada's *National Sport*. There is a passion among a vast majority of Canadians to participate in the game as a player, coach, official, or administrator at all levels — from the earliest age through to senior citizens.

Unlike most sports developmental systems in both Canada and the United States, hockey evolved in Canada quite differently. Prior to the Great Depression, hockey was played extensively within the secondary school systems. Subsequently, rising costs in the schools led to financial cut-backs in organized sport. Hockey became one of the notable sports eliminated from most interscholastic sports programs.

As a result of the critical role the game of hockey plays in the fabric of Canadian society, concerned parents and community leaders in this era felt strongly that organized hockey must be continued for all age levels. Thus, for over 65 years, a hockey infrastructure has evolved in Canada to meet the needs of young athletes, male and female, that is community, district, and nationally based — quite outside the scholastic purview.

Through this process, the early organization of hockey was developed, administered, and coached by enthusiasts and parents with a deeply vested interest in their children and the community. Rather than organized hockey operating as an “education” driven structure within a school setting, it was the community that shaped the direction of the game. For a number of years, this organizational template was weak since there was little control over the credentials of coaches and administrators. Too often, misplaced enthusiasm held sway over the needs, desires, and best interests of the young children playing the game.

In recent times, however, a more formalized structure relative to the organization of leagues, player categories, coaching certification, and the like has evolved under the direction of the Canadian Hockey Association. Concern by academic professionals, along with provincial and federal government sport leaders, has resulted in the infusion of considerable funds to enhance growth, appropriate monitoring, consistent regulations, rules and control across the country. Major Junior Hockey has not been outside the umbrella of this ongoing development.

The Structure of Hockey in Canada

All amateur hockey in Canada falls under the auspices of the Canadian Hockey Association (see Appendix I). The Association is headquartered in Calgary, Alberta at the Father David Bauer Centre. It is here that all National Men’s and Women’s teams, along with their administrators, development, communication, and event staff are located.

The CHA is the sole governing body for amateur hockey in Canada following the merger of the Canadian Amateur Hockey Association and Hockey Canada in July 1994. It is this Association that operates national hockey programs in cooperation with 13 Branch Associations, the Canadian Hockey League (CHL), the Canadian Interuniversity Athletic Union (CIAU), and the Canadian Colleges Athletic Association (CCAA).

The CHA oversees the management of hockey programming in Canada from the entry level of the game to participation in international competition, including World Championships and the Olympic Games.

As well, five regional Centres of Excellence are operated by the CHA. These Centres, located across the country, provide the CHA with a direct link to the hockey community through research, seminars, coaching clinics, and initiation activities for hockey newcomers.

In view of the “community based” structure of hockey in Canada, the development programs offered by the Centres is critical to the quality of administration and coaching at all levels of the game.

Currently, well over 500,000 players are registered through the CHA. This includes players participating in Major Junior Hockey. It is interesting to note that more than 4.5 million Canadians are involved in the game as coaches, players, officials, administrators, and full-time volunteers.

It is assumed, normally, that, within a scholastic setting, appropriately trained coaches/teachers direct each sports program. Since hockey, in the modern era, has evolved within communities across the country and outside the school setting, leaders felt that a program for coaches was essential to provide a framework to enhance consistency of techniques, systems, and skill development. Of major concern, too, was the recognized need for hockey programs to provide a safe, sportsmanlike environment for its participants.

Integral to the structure of amateur hockey in Canada, the Coaching Certification program was developed out of a recognized need to "qualify" coaches. The program consists of a series of coaching certification levels designed to provide coaches with the theoretical, technical and practical knowledge for the recreational, competitive and high performance streams of hockey in Canada.

The 3M National Coaching Certification Program (NCCP) is recognized as the leading coach certification program around the world. Coaches attaining levels in the program are certified by the Canadian Hockey Association and the Coaching Association of Canada.

An extension of this initiative is the CHA National Coach Mentorship Program (NCMP). Again, this is an educational program developed by the Canadian Hockey Association and delivered by the 13 member Branches to ensure the mentoring of recreational, developmental and high performance coaches so they obtain the necessary skills to become effective teachers, leaders and organizers. Coaches, officials, parents and more importantly, the players all benefit from the NCMP. The program offers mentor coach training and certification at the volunteer and professional levels of the program.

It should be noted that the vast majority of CHL coaches are involved in these two programs.

The CHA and Major Junior Hockey

One of the important messages integral to this position paper is information that will clearly define the place of Major Junior Hockey inside the Canadian Hockey Association family. Without question, this level of hockey falls within the definition of "amateur" in the purest sense of the word. Furthermore, this amateur status is supported by the CHA through its legislation, policies, and programs.

To give emphasis to this point, the Canadian Hockey League is a full member of the CHA and members of that Organization sit on the CHA Board of Directors.

Major Junior Hockey in Canada, and in those United States cities (see Appendix II) in which clubs are operated, is a category of hockey defined by age and the high quality of the athletes. All divisions of junior hockey allow participation by athletes aged 16 to 19. Leagues, through bylaws, allow a small number of "overage" players (those who are aged 20 in the year of participation).

The "junior" category is the elite level of developmental amateur hockey. The number of teams across Canada, of course, is limited due to the normal selection process of quality athletes. Another factor is Canada's sparse total population, along with few concentrations of population. Thus, by the very nature of this level of competition, coupled with the desire of the elite athlete to pursue sports goals through competition at the highest level, young athletes within the junior age group are frequently required to leave their home towns and change schools.

Major Junior Hockey as Amateur Hockey

Teams in the Canadian Hockey League (CHL) celebrated their centennial anniversary in 1999. While there have been important changes since junior hockey was established over 100 years ago, many elements remain the same. Today, 54 teams in eight Provinces and four States still compete for the same trophy, the Memorial Cup. This trophy was first won in 1919 by the University of Toronto.

Since 1975, the CHL has operated as the umbrella organization for three leagues: The Quebec Major Junior Hockey League (QMJHL), the Ontario Hockey League (OHL), and the Western Hockey League (WHL). Within these three Leagues, each is divided into Conferences or Divisions which lend themselves to geographical regions — three divisions in the WHL, two conferences in the OHL, along with Maritime and Quebec divisions in the QMJHL. Teams play all of their games inside these regions utilizing an unbalanced schedule principally to accommodate the student-athlete and minimize loss of time from school. The three Leagues do not play an interlocking schedule.

The Memorial Cup is a National Tournament Championship in which each of the three Leagues determine a champion, along with a host team, to form a "Final Four" playoff not unlike the NCAA Division I Basketball National Championship.

While it is acknowledged worldwide that the Canadian Hockey League is the nurturing ground for a significant number of professional players, the CHL is equally proud of its contribution to Canada's success in international hockey. Until 1978, the Memorial Cup Champions of that year represented Canada at the World Junior Hockey Championships. Since then, the CHA, in conjunction with the CHL, has sent a national select team to International Ice Hockey Federation (IIHF) sanctioned tournaments. This is not dissimilar to the NCAA and the USA Junior League providing players and key personnel to various international competitions. It should be noted too, that many U.S. born CHL athletes have played and made significant contributions to USA Junior, Olympic, and other level National Teams.

The CHL's contribution to the National Junior Team program extends beyond providing players. CHL Executive members, along with Canadian Hockey Association representatives form the National Junior Team Policy Committee. As well, 16 CHL coaches have served as Head Coach and a majority of the Assistant Coaches come from CHL clubs. Add to this the management personnel, therapists, equipment managers, and other support staff, the CHL forms an integral and vital part of the program on the world stage.

Prior to 1967, Major Junior Hockey teams were sponsored by National Hockey League clubs. The result of this arrangement meant that NHL organizations owned the rights to players on these junior teams. Subsequently, however, the NHL instituted their

Universal Entry Draft and, in the process, divested itself of all financial sponsorship in Major Junior franchises. It was at that time that all Major Junior teams became either community or privately owned.

Under the current structure of amateur hockey in Canada, and in view of pending NCAA legislation changes on this matter, there is a need to re-evaluate the unsupported differentiation between Major Junior Hockey and other levels of junior hockey.

It is confusing that Major Junior Hockey should be considered "*professional*" for purposes of NCAA eligibility since all three Leagues within the Canadian Hockey League fall under the cooperative jurisdiction of the Canadian Hockey Association (formerly known as the Canadian Amateur Hockey Association — CAHA).

To quote from the NCAA document on proposed changes to the Amateurism Rules,
Many prospective student-athletes who would participate in [quasi-professional] activities are not elite athletes and most likely would find that a professional athletics career is not for them. These prospective student-athletes then should be able to pursue a college education and participate in intercollegiate athletics.

This concept applies to an overwhelming number of athletes playing Major Junior Hockey. It is the opinion of hockey administrators in Canada at the highest level that Major Junior Hockey is, by definition, amateur in every sense of the modern definition.

Canadian University and College Athletics

Post secondary institutions in Canada are divided into two categories: Colleges and Universities. Basically, the term "university" refers to four year, degree-granting institutions, while "colleges" normally offer 2-year diploma programs comparable to junior colleges in the United States.

The Canadian Interuniversity Athletic Union (CIAU) is the national governing body of university sport in Canada. It is composed of 48 member institutions that are aligned into five geographically regional associations.

The Canadian Colleges Athletic Association (CCAA) is the sports governing organization for college sport. There are 90 member institutions forming five regional conferences.

Both these associations have explicit policies regarding professionalism that restrict participation by student-athletes should they elect to be associated with professional sport after high school graduation. Although their legislation is not as detailed and extensive as that of the NCAA, sport participation in Canadian colleges and universities after playing as a professional does carry penalties not unlike those proposed under the new NCAA Bylaws on Amateurism. For example, a student-athlete who enrolls after playing professional sport, must sit out one year while attending college as a full time student and loses one year of eligibility for each year of participation as a professional.

There is, however, no special categorization of Major Junior Hockey that limit potential student-athletes from moving at will directly from a CHL team to a university or college program. The only caveat, of course, is that to play for the university or college team, the student-athlete must meet the minimum course requirement that defines a "full-time" student.

Combining Hockey and Education in the CHL

Conventional wisdom, unsupported, has suggested that there is a lack of concern for the formal education of the athletes playing for teams in the three CHL Leagues.

When an athlete makes a commitment to any excellence program, such as Major Junior Hockey, the responsibilities of that sport go beyond the commitments that the normal student faces. These young men must balance their available time and give priority to the courses needed to graduate from high school and into a post secondary level of education. As a result, some very realistic academic goals within a tight time frame must be set.

Administrators, General Managers, and Coaches in the CHL realize clearly that if an athlete chooses to play Major Junior Hockey, a definitive, practical, and consistent policy must be in place for all teams. They know that development of the **whole** athlete, including attention to continuing education, must be an attainable goal from a club perspective. Athletes must be given the appropriate environment in which to bridge the gap between playing hockey and preparing for the future. The practical objective is to provide them with alternatives to complement their top hockey skills along with some real options when their playing days are over.

These leaders strive to ensure that every athlete who graduates from the CHL has the credentials and skills needed to succeed in life as well as the tools to pursue a career in which they can realize their human potential.

The following are some issues that are presented to athletes prior to their arrival as players in the CHL:

- Players selected to a CHL team may have to move to another Province or State while still in high school. This is not a problem since the Leagues have an administrative structure to plan and organize necessary transfers. Those players that want to graduate from their home high school can arrange this with the help of their team administrators.
- Many players choose to return to their home school at the end of each season. This is accomplished without the student losing credits or courses.
- Should a Canadian player be attached to a U.S. based team, minimum academic disruption can be achieved. Since the courses and graduation requirements are often different than a Canadian curriculum, early communication between the counsellors at the home school and their American colleagues is established. The same considerations are provided for the American player moving to Canada.
- The transfer of players does exist in CHL hockey, but academic consideration is part of the process, as witnessed by strict bylaws in the Quebec League. In the majority of cases the transition to a new school is smooth.

7

A main objective of all CHL organizations is that each player graduates from high school **on time** while playing in the League. This is just the first step. Minimum requirements for a high school diploma may leave a student well short of any post secondary opportunities. When further credentials are required, the Canadian Hockey League is committed to giving its players every chance to acquire whatever is needed to enter a technical school, university, or a profession of choice.

Major Junior Hockey is a time-consuming proposition. It is the philosophy and mission of CHL members that **education** must be given appropriate attention by these high performance athletes. Playing CHL Hockey offers young athletes a positive experience *without* compromising their educational objectives.

As a testament to the education based initiatives developed by CHL Organizations, the following programs are in place:

- **Education Consultants:** All CHL Teams employ an education professional whose direct task is to oversee the academic progress of its players. Their role is designed to provide an academic information service to:
 - parents of young athletes investigating a career in Major Junior Hockey
 - players currently in the CHL
 - players looking for career alternatives after hockey

The Education Consultant focuses on the academic needs of athletes currently in high school or college, as well as those who wish to improve their academic credentials to meet post secondary entrance requirements.

The concerns of athletes and parents are addressed with respect to:

- how academic objectives can be accomplished while pursuing hockey goals
- course requirements for entrance into post secondary institutions
- the transferability of courses from province to province or from American schools to the Canadian scene and vice versa
- U.S. college scholarship eligibility as it relates to Canadians
- available career opportunities after hockey
- a personalized academic program.

Note: The Western Hockey League, because of its geographical expanse over many academic jurisdictions, has contracted a League Education Consultant who coordinates the work of all individual team academic advisors and counsellors.

- **Education Scholarship Agreements:** Each of the three CHL Leagues has developed a generous academic scholarship program that rewards players for their commitment to Major Junior Hockey. All CHL players sign an Education Scholarship Agreement that is registered with their League Office. This innovative agreement guarantees that each club will:
 - pay for tuition and books to attend high school, university, college, or technical school *while* playing for the club
 - pay for a year's tuition and books at a post secondary institution for each year played in the League should the player not go on to a major professional hockey career.
- **Post Secondary Opportunities:** All CHL teams are located in an area served by either a university, college, or technical school so that players can enroll in transferable post secondary courses after high school graduation. While still playing, it is recommended that these athletes take one or two courses as part time students. In most cases, the teams cover costs of tuition and books.

- **Distance Learning and the Virtual School:** Modern technology has afforded opportunities to further education credentials outside the traditional classroom environment. Utilizing this method exclusively to complete high school is not the preferred way — critical to the education process is social interaction with fellow students and teachers. Distance learning programs utilizing the Internet, however, are being used to supplement regular high school programs.
- **Education Manuals and Tutor Support:** The Ontario Hockey League has developed a handbook entitled *Making Your Mark in the OHL* that addresses study hints, time management skills, exam preparation, and note taking. This manual is available to all CHL teams. Publications, such as *Education and the Western Hockey League*, provide athletes and parents with clear statements about the position of the CHL relative to education. Additionally, each team provides professional tutorial support for any player who requires assistance in specific subjects. Supporting these fundamental aspects are such things as weekly progress reports provided by the school to the club and a weekly-supervised team study hall. Often because of these programs, team members become more accountable academically.
- **Scholastic Achievement Recognition:** At the conclusion of the hockey season, each team in the CHL nominates a "Scholastic Player of the Year." Three League representatives are chosen and a National Award Winner is determined. Recognition of a Scholastic Team of the Year is also made, along with the scholastic nominees from each team.
- **University and College Opportunities:** More and more players are choosing to pursue a post secondary education once their CHL career ends. While attending classes at Canadian universities or colleges, former CHL players are eligible to compete in hockey programs at these institutions. During their playing eligibility, the CHL education agreement, combined with other available scholarships, provides a financially secure opportunity for these grads to further their education. It is clear that Canadian university and college teams are utilizing quality CHL graduates to enhance their programs. Last year more than 250 CHL grads could be found on the rosters of university and college teams throughout Canada — playing quality hockey and furthering their educational goals. In the CIAU championships last season, 61 CHL alumni on the final six teams participated in the Canadian Championships.

The most significant factor is the academic success rate of CHL graduates playing in the CIAU and for Canadian Colleges. Almost without exception, these student athletes excel in their chosen field. Because of their maturity, focused objectives and experience gained playing in the CHL, they invariably become leaders on and off the ice.

The fact that so many CHL graduates are enrolled in colleges and universities is evidence of the overall academic achievement of these focused athletes. Clearly, these young men are completing high school graduation requirements and gaining the credentials to enter these post secondary institutions.

• **Some Other Significant Education Initiatives and Statistics:**

- Game and practice schedules are set to minimize school absences.
- Many teams provide computer support to student athletes during road trips to assist in the completion of school assignments.
- In the last several seasons, over 95% of all players in the League
 - ∞ had completed high school,
 - ∞ were attending high school, or
 - ∞ were taking courses in a post secondary institution.
- Last year, 28% of team rosters took university or college courses during the season.
- Last season, there were teams in the CHL that had 100% of their players either in high school or taking post secondary courses.

The Major Junior Player

Playing in the Canadian Hockey League provides an athlete with opportunities not afforded many young men. And contrary to popular belief, commitment to this level of hockey does **not** result in compromising educational objectives or development. The academic evidence is clear and explicit.

The positive experience and growth that a young man playing in the CHL acquires is exceptional. How can a person not be touched and grow in maturity when exposed to children through community programs like the Canadian Cancer Society, Kids Wish, and Sick Children's Hospital visits? These opportunities are provided as an ongoing commitment of CHL teams to their communities.

These players often have the chance to move from rural to urban settings — certainly from their hometowns to new cultural environments. Some would expect culture shock, but the resilient nature of youth results in valuable learning experiences. Living with another family, usually as a big brother to the younger children in the household affords the opportunity for growth and leadership, increased confidence and a positive self-image.

Exposure to the media and handling themselves in front of a camera or microphone, doing community work, speaking at service clubs, working with young athletes, acting as spokesmen for drug and alcohol awareness programs provides these people a wealth of experience that is invaluable. All this is done within a structured environment of supervision by the coaches, team officials, and billet families.

All players become an integral part of the local community through charity events and team-oriented activities. They learn to deal with the expectations of the media and fans alike. In the process, these individuals develop life skills that are difficult to replicate.

Former CHL Coach, Scotty Bowman, now a renowned NHL Coach, may have summed up the profound relationship between the CHL player and the community in which the team is situated:

Teams and players are part of each community's cultural fabric and are a partner in developing and supporting the community in various ways. The player's role goes far beyond the hockey arena.

The Athlete Priority Selection Process

The selection of young players in lower levels of hockey by junior organizations has been a source of criticism. The term "draft" has been used to describe this process, but this, in essence, is a misnomer since it carries the connotation of coercion and inflexibility of choices. The media and other sports groups have attacked the process citing as inappropriate that players aged 14, 15, or 16 are assigned to a junior team, apparently in a very arbitrary and unilateral manner.

This rather exaggerated view does not address the clear advantages of an orderly process of player selection. Selecting players to move to the next level of hockey, often misunderstood, is nothing more than a method of player identification. The fact is that such a "Priority Selection Process" eliminates the negative aspects of "recruiting"

including several teams vying for the services of a "blue chip" athlete, parents "seeking the best deal" for their boy, and all that goes with such practices.

All levels of amateur hockey in Canada employ some form of a "draft" each spring. This process is not unique to the CHL. Similarly, it is utilized, in one form or other, by all junior leagues in both Canada and the United States.

It is believed that a regulated, orderly, and formal method of allowing players to move to the next level of the game and pursue their athletic aspirations avoids confusion and serves the best interests of players and their families. The alternative would lead to chaos and predictable competitive inequities.

The three Leagues within the CHL have structured their selection of new players in a very prudent and judicious way. It should be noted that when a player is selected by a team, there is a procedure available by which the player who does not wish to go to that team would be given the opportunity to tryout with another organization. The selected player also may choose to play at another level of hockey. There is flexibility in the process and it is not irreversible. Most significantly, by having players selected in this way, both players and their parents are provided with choices along with enough lead time to help them prepare for their next step in the developmental aspects of their sport.

To use the Western Hockey League as an example, players are selected a full year before being eligible to play in the League. Well prior to a player being selected, parents are contacted to discuss the possibility of playing for that organization, among other issues. Team representatives consistently evaluate the skill level and maturity of a potential athlete and work with the parents well before this selection is made. It would be folly for a team to waste a selection on a player who did not wish to be associated with that organization.

At various elite hockey tournaments for Bantam and Midget players across Canada, parent and athlete seminars are held to provide information about the alternatives, choices, and options available to these athletes. Significant emphasis is placed in these seminars on the importance of academic achievement and its place in the development of the complete athlete.

Once the player is drafted, contact is made with the League's Education Consultant to facilitate the possibility of school transfer (see Appendix III). Thus, this method of player selection is fluid and an ongoing process. In the time leading up to the athlete actually making the team, he is evaluated as a player and his academic progress is monitored. No doubt, the parents and their son are evaluating the Club as well.

Major Junior Hockey and Other Levels of Junior Hockey

Currently, and as understood in the proposed new NCAA legislation, a critical distinction is made between Major Junior and other "junior" divisions in Canadian hockey — particularly Junior A Hockey.

It may be helpful to compare some distinctive aspects of these branches within one division of the CHA. In no particular order, the following basic similarities and differences are listed:

- The age categories for these upper branches of amateur hockey are the same, ie: Age 16 to 19. Overage players, that is players in their twentieth year, are permitted to participate. In CHL leagues, a maximum of 3 overage players are permitted on the rosters. Junior A teams vary from allowing nine to an unlimited number of 20 year olds on a team.
- Generally, Junior A Hockey is viewed as lesser in caliber at this elite level of the game. Other junior categories are designated by letter: ie, Junior B, Junior C, etc.
- Both divisions exercise some form of player selection. Some Junior A Leagues have a formal draft, while others use a "carded" system (de facto a contract) to ensure players join teams in an orderly manner.
- All levels of junior hockey are community or privately sponsored.
- A vast majority of CHL games are played Thursday through Sunday to minimize school commitments. Statistical evidence shows that inconsistencies in this matter exist in other junior hockey leagues.
- Although the CHL is regarded as the most competitive level of junior hockey in North America, surveyed evidence shows that practice to game ratios and the directed scheduling of games on weekends is significantly addressed by Major Junior Leagues.
- Practice times in the CHL are designed to eliminate conflict with school timetables. Thus, a student athlete can carry a full academic load in high school.
- Education Scholarships are not commonly available to Junior A players, although some leagues are attempting to establish "scholarship" funding. Generally, however, no "league" policy is in place as is the case with CHL organizations.
- Education is addressed in a consistent manner by CHL organizations. Issues related to players attending high school, graduation, and post secondary opportunities are not left to the discretion of the individual team. Rather, they form the cornerstone of mission statements and philosophy. Too often, these issues are not addressed by other junior clubs.

Given this information and associated facts, it would seem reasonable that Major Junior Hockey, for eligibility purposes, be categorized by the NCAA the same as other junior divisions of the CHA and USA Hockey.

Summary and Conclusions

The objective of this brief to the NCAA Sub Committee has been to raise awareness of the place Major Junior Hockey holds within the structure of amateur hockey programs in Canada and the United States.

The issue, clearly, revolves around the matter of athletes who compete in the Canadian Hockey League being classified as professionals and, thereby, being deemed to have a "competitive advantage" over comparable age group athletes playing at other levels of junior hockey. To reemphasize the point, all athletes playing hockey at the CHL level fall within the purview of the Canadian Hockey Association, which governs amateur hockey.

When reviewing the basic tenet and philosophy of USA Hockey, the national governing body for hockey in the United States, one is struck by the similarities of leadership and objectives for amateur hockey in both Canada and the United States.

As is well known, the CHA and USA Hockey are the official representatives to their respective Olympic Committees with a mandate to:

- administer the development of hockey across their nation
- organize and train men's and women's international select teams
- conduct regional and national championships in various age categories
- hold player identification camps
- the ongoing training and education of coaches and officials
- produce training and video resources
- promote the uniformity and interpretation of playing rules
- sustain a major commitment to the education of its athletes

The establishment of a U.S. National Team Development Program (NTDP) based in Ann Arbor, Michigan, along with the National Under-18 Team, carries objectives parallel to those of the Canadian Hockey Association.

The goal of this full-time development program is to prepare student-athletes under the age of 18 for participation on U.S. National Teams and in future hockey careers. Its efforts focus on high-caliber participation on the ice and creating well rounded individuals off the ice.

The consistencies between the leagues in which Canadian and United States athletes participate reflect the commitment of USA Hockey and the CHA to the development of the total athlete. These Associations are both mandated to provide young men and women with the best possible opportunities to grow and compete at the highest level nationally and internationally.

Given the key role that Canadian Hockey League athletes play in these elite programs in both Canada and the United States, it seems logical that consideration be given to changing the current status of Major Junior Hockey in the eyes of the NCAA.

The cornerstone CHL policies outlined in this brief provide every young athlete with the opportunity to broaden their life experiences both athletically and academically. Playing CHL Hockey offers young athletes a positive experience without compromising their educational objectives. Thus:

...the deregulation of Bylaw 12 and expansion of Bylaw 14.2.4.2 enhances prospective student-athlete welfare in that it provides an increased level of opportunity to prospective student-athletes.

A change in the current legislation would have a widespread effect on both parents and student hockey players in Canada and the United States.

If deregulation proves successful, prospective student-athletes will be allowed to participate in a greater number of activities with the full knowledge of whether and/or how their eligibility may be affected. This gives prospective student-athletes the opportunity to make truly informed choices in that they will be given more opportunities under Bylaw 12, with the understanding that participation in these activities may affect their seasons of eligibility upon initial enrollment.

Under the current interpretation of NCAA rules, the parents of young athletes on the threshold of entering the CHL are torn between the desire of their boys to play at the highest competitive level possible and the uncertainty of the "team try-out." Treating all junior divisions equally would eliminate this annual parental angst and create a natural developmental continuity of athletes on both sides of the border.

The crux of this presentation is outlined in the Subcommittee's recommendation for exceptions to the application of proposed amended Bylaw 14.2.4.2:

1. *Men's Ice Hockey. A maximum two-year exception for participation in USA Hockey or Canadian Amateur Hockey Association [sic] sanctioned leagues.*

The rationale for this "exception" goes on to state:

Information indicates that the vast majority of student-athletes enter college after participating for one to two years in amateur leagues rather than directly after high-school graduation. Therefore, in the sport of men's ice hockey, the majority of incoming student-athletes would have reduced seasons of competition. While it may appear that the exception allows for a competitive advantage, the reality in this sport is that because most men's ice hockey student-athletes enter college with the same competitive experiences, no actual advantage is present.

Should the NCAA accept the principles of designating all CHA defined junior divisions as equal under the definitions in this new legislation, athletes choosing to attend a college or university in the United States would be better candidates after two additional years of playing Major Junior Hockey. The competition at this level, along with a higher maturity level, both physically and socially, would result in an overall increase in the quality of recruit. Moreover, CHL graduating players would be better qualified academic students because of the positive educational environment created and supported by CHL organizations. Since many CHL graduates continue to play university and college hockey in Canada, it would seem reasonable that these athletes might pursue an education in the United States and make a contribution to NCAA athletics.

As acknowledged in the documentation from the Subcommittee, "*our amateurism philosophy has resulted in inconsistency and inequity.*" It would seem appropriate that NCAA Executive Members give consideration to making all junior hockey under the auspices of the CHA regulated by the same NCAA Bylaws.

To quote again from this NCAA document,

"the Subcommittee has been consistent in the distinction between acts that do not impact competitive equity and actions that do provide a competitive advantage."

The Proposal

It is the position of the Canadian Hockey Association and the Canadian Hockey League that all "junior" hockey classifications of the CHA and USA Hockey be governed by the proposed deregulation of NCAA Bylaws on amateurism and that the two year exception for ice hockey apply inclusively without distinction.

Further, it would seem beneficial to NCAA interests, as well as to its partners, that the CHA, the CHL, and the NCAA are open to ongoing and proactive discussions regarding the impact of these Bylaw changes once implemented. The principle should be that any changes to the long standing NCAA position on Amateurism are of benefit not only to this sports governing body, but of benefit to all junior hockey and most importantly to the student-athletes who would be affected.

The CHA and CHL look forward to your response and to the opportunity to discuss this proposal.

References

- About the Canadian Hockey Association
- CHL – Partners in Excellence
- CHL 1999–2000 Record Book
- Education and the Western Hockey League
- Making Your Mark in the OHL
- NCAA Division I Amateurism Deregulation
 - Vision Statement
 - Preenrollment Amateurism Deregulation Proposals
 - Preenrollment Frequently Asked Questions
 - Preenrollment Legislative Action Items
- OHL – Choice • Opportunity • Success
- The QMJHL Scholarship Program
- This is USA Hockey
- USA Hockey – National Team Development Program

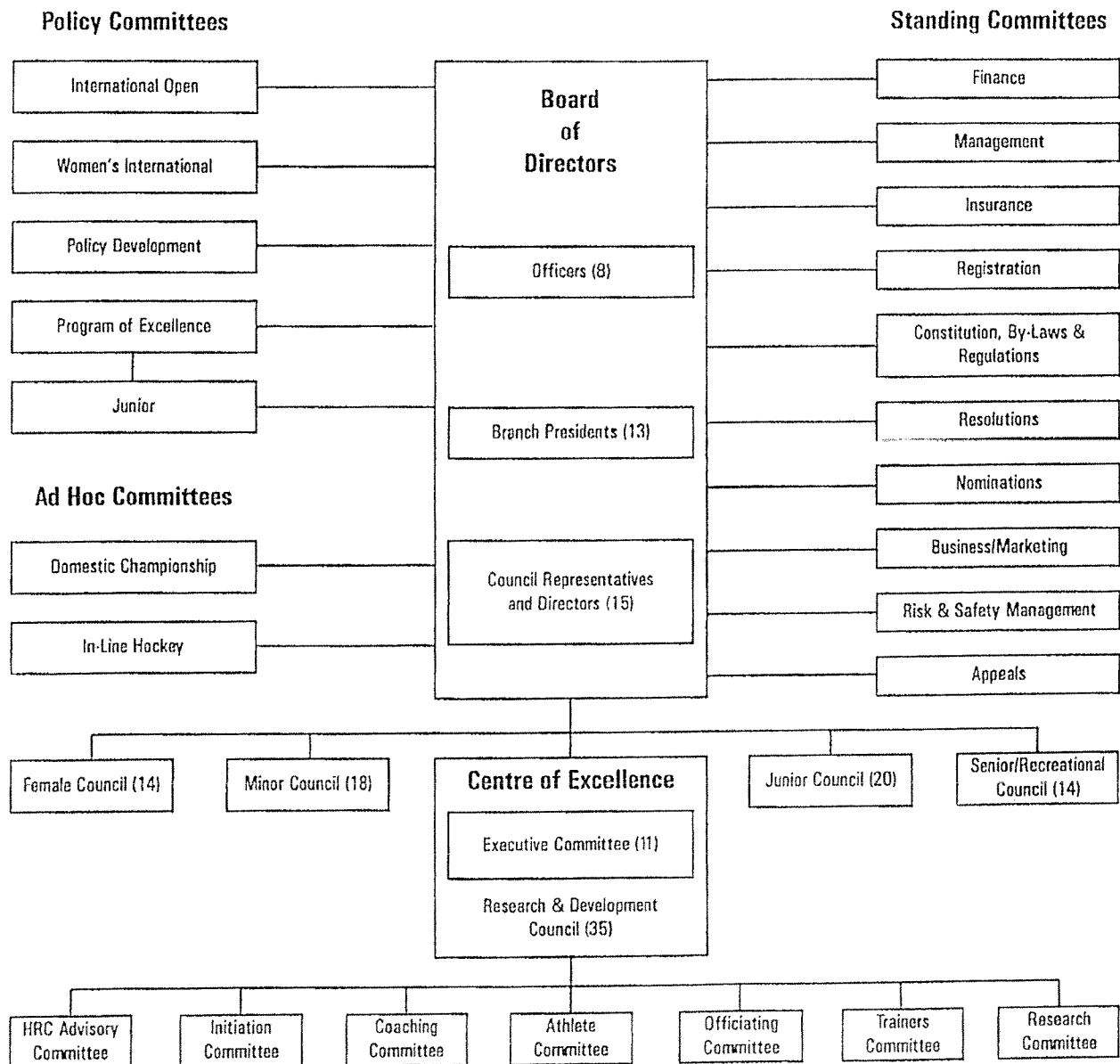
The Working Committee

- David E. Branch, President – Canadian Hockey League and Ontario Hockey League
- Bob Nicholson, President – Canadian Hockey Association
- Gilles Courteau, President – Quebec Major Junior Hockey League
- Bruce Hamilton, Chairman of the Board – Western Hockey League
- Rick Doerksen, Vice President – Western Hockey League
- Jim Donlevy, Education Consultant – Canadian Hockey League

APPENDIX I

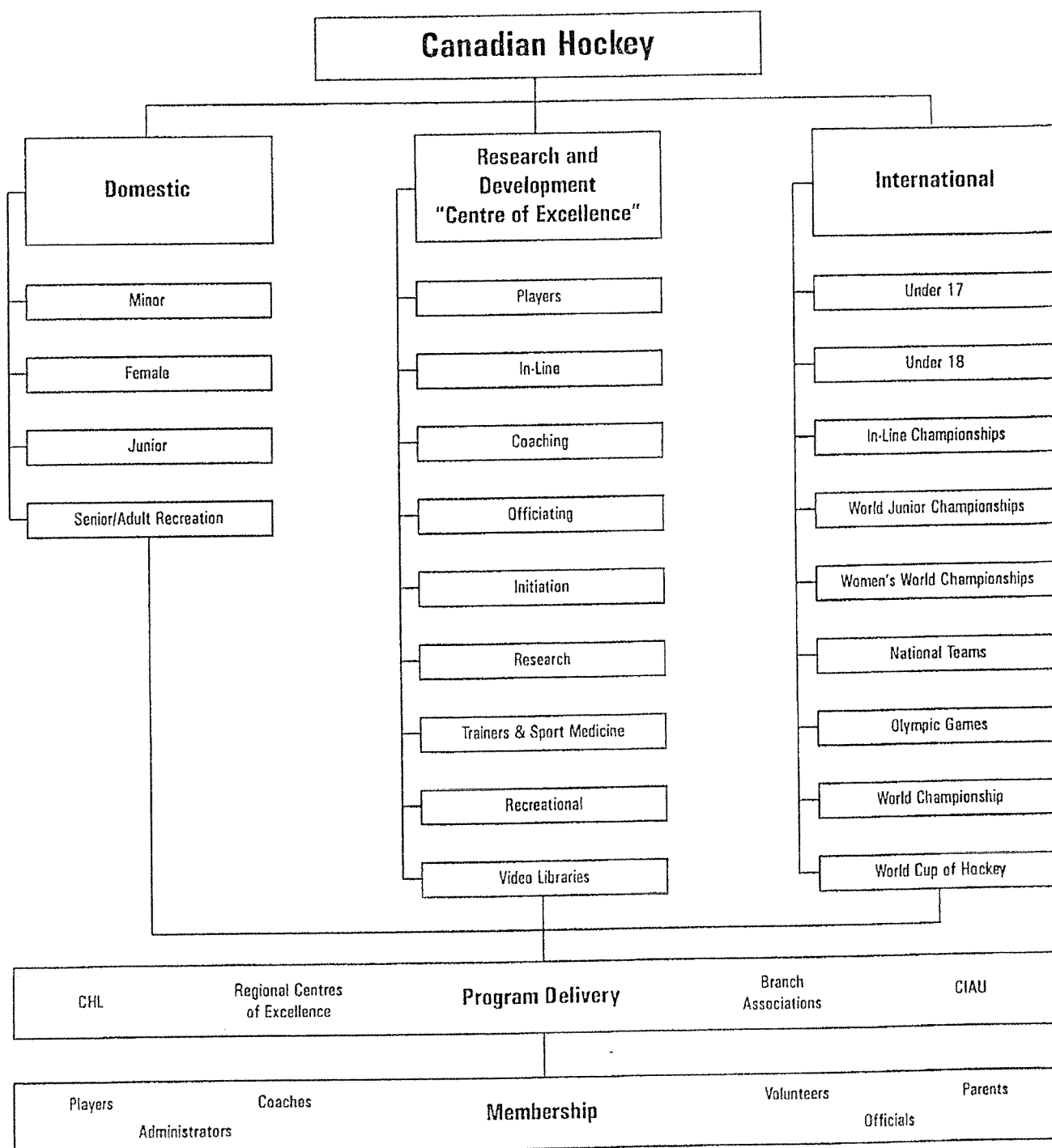
Canadian Hockey Association

Organizational Structure



Canadian Hockey Association

Program Structure



APPENDIX II

CANADIAN HOCKEY LEAGUE

ONTARIO HOCKEY LEAGUE

Canadian Franchises

Barrie Colts	London Knights	Peterborough Petes
Belleville Bulls	Mississauga IceDogs	Sarnia Sting
Brampton Battalion	North Bay Centennials	Sault Ste Marie Greyhounds
Guelph Storm	Oshawa Generals	Sudbury Wolves
Kingston Frontenacs	Ottawa 67's	Toronto St Michaels Majors
Kitchener Rangers	Owen Sound Platers	Windsor Spitfires

American Franchises

Erie Otters

Plymouth Whalers

QUEBEC MAJOR JUNIOR HOCKEY LEAGUE

Acadie Bathurst Titan	Hull Olympiques	Shawinigan Cataractes
Baie-Comeau Drakkar	Moncton Wildcats	Sherbrooke Castors
Cape Breton Screaming Eagles	Montréal Rocket	Val-D'Or Foreurs
Chicoutimi Saguenens	Québec Ramparts	Victoriaville Tigres
Drummondville Voltigeurs	Rimouski Océanic	
Halifax Mooseheads	Rouyn-Noranda Huskies	

WESTERN HOCKEY LEAGUE

Canadian Franchises

Brandon Wheat Kings	Lethbridge Hurricanes	Red Deer Rebels
Calgary Hitmen	Medicine Hat Tigers	Regina Pats
Kamloops Blazers	Moose Jaw Warriors	Saskatoon Blades
Kelowna Rockets	Prince Albert Raiders	Swift Current Broncos
Kootenay Ice	Prince George Cougars	

American Franchises

Portland Winterhawks
Seattle Thunderbirds

Spokane Chiefs
Tri-City Americans

APPENDIX III

E-Jay Consulting

J G Donlevy, President

Box 397 Kimberley, BC V1A 2Y9
 Phone (250) 427-5385 Ext 415 Fax (250) 427-5507
 jdonlevy@cyberlink.bc.ca

May 2000

Congratulations on being selected by the **Portland Winter Hawks**. This is a clear reflection of your hockey skills, character, and hard work. It must be an exciting time for you and your parents.

You know, however, that this is just the first step in your continued commitment, dedication, and development as an athlete. Just as important is your academic growth and progress in school.

My role with the Western Hockey League is to assist you and your parents **this year** in designing a **personal academic game plan**. This assistance will be ongoing throughout your career with the Winter Hawks and beyond.

It is essential and beneficial that you do some high school course planning **now!** Get ahead of the academic game by taking some of the tougher, required high school courses this fall — I call it "front end loading." By doing this, you will gain some sound academic credentials and have much more flexibility when you face the WHL challenge.

The good news is that Winter Hawk players before you have made the transition successfully, even to an American system, and with little disruption. As well, we want you to qualify for post secondary programs in Canada **while playing** in the League.

Once your family decision is made to play WHL Hockey, some sound planning about moving to a new school and adjusting to new courses must take place. In all likelihood, you will be attending one of three Portland Area High Schools. The key Winter Hawk Counsellor is Mrs. Hazel Hansen who coordinates all school matters for the team. I will help you establish contact with her as early as practical so that academic surprises are kept to a minimum.

By the way, it is the Portland Winter Hawks Club policy to have **all** their athletes in school during the season. Included as well, is a very sound education funding program that will benefit you during and after playing in the WHL.

I am available to assist you and your parents with this planning process. Please call if you have any questions regarding your school situation. I can be reached at:

• **(250) 427-5385 Ext 415**

... also by fax or e-mail as shown above.

Good luck in your future and I look forward to working with you in the years to come.

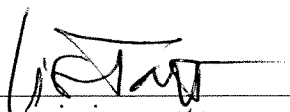
Sincerely,

Jim Donlevy, Education Consultant
 to the Western Hockey League

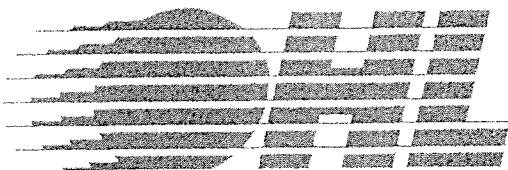


TABM

This is Exhibit "M" referred to
in the affidavit of David E. Branch,
sworn before me, this 23 day of
December, 2015

A handwritten signature in black ink, appearing to be "J. E. Branch", written over a horizontal line.

A commissioner, etc.



Ontario
Hockey
League

305 Milner Ave, Suite 200
Scarborough, Ontario M1B 3V4
Telephone: 416-299-8700
Fax: 416-299-8787
www.ontariohockeyleague.com

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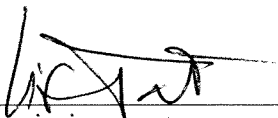
ONTARIO HOCKEY LEAGUE'S ACADEMIC MISSION STATEMENT

The Ontario Hockey League is committed to assisting and providing EVERY OHL Student Athlete with the opportunity to maintain, achieve and grow in his unique academic pathway. Through the support of all stakeholders within the League (Governors, General Managers, Coaches, Players, Parents and League Office Staff) it is the goal to provide every player with the skills required to be successful in his life after hockey. Proper academic planning will create a balance between hockey and school, every OHL Student Athlete will be guided by his individual team's academic policy and academic support model.



TABN

This is Exhibit "N" referred to
in the affidavit of David E. Branch,
sworn before me, this 23 day of
December, 2015

A handwritten signature in black ink, appearing to be "L. J. [unclear]", written over a horizontal line.

A commissioner, etc.



Barrie Colts Academic Policy
For 2015-16 Season

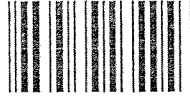
The objective of the Barrie Colts is to develop our players not only in hockey, but off the ice in school and the community. This said, players not yet completed their high school diploma must complete regular courses to obtain the credits needed to graduate high school. No player will be allowed to play in games if they aren't willing to go to high school. After a player has graduated high school, the Colts encourage them to enroll in university, college or trade school classes. For players that are reluctant to take post-secondary courses, the Colts will be conducting regular life-skills classes for its players. For example, this season we will be doing cooking classes for the players; we will have a finance professional visit with the players on several occasions to discuss financial planning. We will also have a medical professional come in and train the players in CPR. We have several other life-skills type teachings ideas that will be available for the players throughout the season. European players that are not in high school will take ESL Classes.

In addition for players that are done high school and taking life-skills classes; these players will be expected to perform regular weekly community initiatives such as visiting elementary schools, food banks, etc.

All players adhere to the Colts' schedule for excused absences prior to and after road trips. Generally, high school players are allowed to leave after period 1 on a regular road game, and because Barrie is central, there are only a few occasions where players are allowed to miss a period 1 after a late road game.

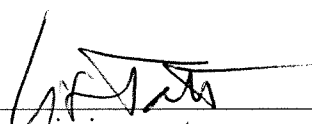
For playoffs, all Colts players attend their regular classes and will adhere to the Colts' schedule for excused absences. Generally this schedule is very similar to the regular season schedule.

Any player that misses school without permission from the club on the first occasion shall miss one (1) regular season game; on the 2nd occasion miss two (2) regular season games, on the 3rd occasion miss four (4) regular season games.



TABO

This is Exhibit "O" referred to
in the affidavit of David E. Branch,
sworn before me, this 23 day of
December, 2015


A commissioner, etc.

ERIE OTTERS OHL HOCKEY CLUB

Academic Policy 2015-16



ACADEMIC POLICY	DOCUMENT No.:		AP-01
	ORIGINAL ISSUE:		October 8, 2015
	EFFECTIVE DATE:		October 8, 2015
	REV	01	

Academic Mission Statement

We want to create an environment that will nurture, engage and stimulate the players intellectually so they become motivated, inspired and driven in their current and future academic and professional careers. Through traditional learning we will ensure that every Erie Otter will graduate with their high school diploma and will be encouraged to begin working towards a post-secondary degree. Through non-traditional learning we will implement an in house professional development program which will assist and arm our athletes for today's increasingly multifaceted society.

We will not gauge success based on letter grades but rather by an expectation of work ethic. We believe that academic success has a direct correlation to attention to detail and hard work in which we believe every Otter must have to be successful and proficient both the in hockey and in the professional world. In closing we will ensure we provide our student athletes any and all resources required to achieve their utmost potential so they can become major contributors to the communities in which they settle.

Secondary Education

All Erie Otters will attend McDowell High School which is located in the Millcreek school district. While attending McDowell the Erie Otters will be encouraged to continue on with their current academic plan on their way to attaining their High school diploma. The players will be expected to continue to achieve academically in a similar fashion as to how they achieved prior to attending McDowell High school.

Between our academic advisor, McDowell's appointed guidance counselor and the player's home school guidance counselor prior to each season we will sit with the players and parents to plan the school year to ensure the players are able to transfer back to their home school at the completion of the playing season without any interruptions.

If you really look closely, most overnight successes took a long time.

Steve Jobs

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Post-Secondary Education

Once players have successfully completed and graduated from high school they will be strongly encouraged to enroll and begin to work towards their post-secondary degree. The players will be encouraged to attend one of the following Post-Secondary establishments:

- Mercyhurst University is a private institution has approximately 4500 students, Mercyhurst University was rated the 47th best school in Northern United States by USA Today Mercyhurst has over 50 bachelor's degree programs.
- Gannon University is a private institution and has approximately 2,925 students, Gannon University's ranking in the 2013 edition of Best Colleges is Regional Universities (North, United States) was 61.
- Pennsylvania State University-Erie, Behrend College is a public institution. It has a total undergraduate enrollment of 4,135.

Players attending NHL and Professional tryouts that will be unable to begin the semester on time will be encouraged to enroll online and take courses through Athabasca University or another online institution of the player's choice.

As an incentive and to eliminate hurdles that may arise due to financial commitment required by Post-Secondary institutions the Otters organization will pay the pay for all applicable tuition fees and books as per 4.03 of schedule B of the Standard Players Agreement our hope is this will further encourage our athletes to enroll and begin their journey towards their degree.

Although we will be strongly encouraging our players to begin their post-secondary journey we will not hold them to point 2.05 of schedule B of the Standard Players Agreement once they have graduated from high school and provided they cooperate in our Non-traditional programs.

Non-Traditional Learning

All Otters players not enrolled in high school or a post-secondary school will participate in the Otters in house professional development program. The In house professional development program is aimed at preparing our athletes for the multifaceted society.

Players will participate in the following areas:

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- CPR/AED Course
- Leadership Course
- Financial Training
- Media Training
- Nutrition Training

Management and coaching staff will evaluate the focus areas and topics depending on the needs of their group. Emphasis and consideration will be given to hot topic items that we feel will make our players more prepared for today's ever changing society.

These programs will be completed and run through local groups such Manufacturer & Business Association, Heart and Stroke Association etc.

Attendance:

Players will be expected to attend all classes while in high school, post-secondary or during the Non-traditional programs held and sponsored by the team. Absences should be pre-approved by the coaching staff in all circumstance, all unexcused absences regardless of the importance of game or activity will be dealt with by the coaches and will result in suspension from games, practices and team activities.

Unexcused absences will not be tolerated regardless of the circumstances, this includes missing class to prepare for upcoming games, playoff games etc.

Expectations and Tutoring:

In order to ensure the players all have the utmost opportunity to succeed we will monitor the player's academic progress to ensure they are achieving the grades that we mutually agree are reasonable and attainable. Should the player require additional assistance the organization will hire and pay to have the player tutored until which time the player, parents and organization feel the player is attaining sufficient academic success. Should a player or parent feel they require a tutor, one will be arranged upon request.

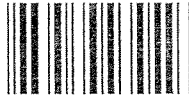
The club also holds the right to withhold the player from game, practice and team activities until which time the player is achieving and meeting the mutually agreed expectations. Academics are absolutely essential within the Otters organization while

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playing is a privilege and those achieving and showing the determination to succeed will be rewarded with the right to participate in games, practice and team activities.

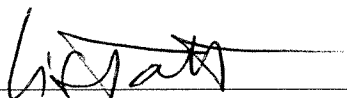
Revision	Date	Description of Changes
1.0	October 8, 2015	Ownership Change

RECOMMENDED: _____ Dave Brown -- General Manager	RECOMMENDED: _____ Kris Knoblauch - Coach
APPROVED: _____ Roy Mlakar -- Executive Vice President and Chief Operating Officer	RECOMMENDED: _____



TABP

This is Exhibit "P" referred to
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sworn before me, this 23 day of
December, 2015

A handwritten signature in black ink, appearing to be "L. S. Smith", written over a horizontal line.

A commissioner, etc.



Flint Firebirds Hockey Club

Dort Federal Event Center • 3501 Lapeer Road • Flint, Michigan 48503
Phone 810.742.2004 • www.flintfirebirds.com

October 9, 2015

Flint Firebirds Academic Policy

Education Philosophy

As an organization, the Flint Firebirds are concerned about the whole person. Our academic team works alongside our coaching staff and front office to help develop quality young men. While our team strives for success on the ice in the OHL, we also strive success in the classroom. We believe that success in academics breeds success in all areas of life, including hockey.

Course Enrollment

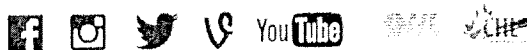
- High School Players - Alongside with the counselors of their home schools and the players' families, our team's counselor at Grand Blanc High School helps choose courses that allow for our players to meet their graduation requirements. In addition to meeting requirements, we look for courses that challenge our players intellectually while simultaneously engaging their interests.
- Post-Secondary Players - With the work of our Academic Advisor and Online Academic Advisor, we are helping players think and work towards a post-secondary plan. As players share their interests, we help them develop education plans with the schools that help them meet their goals.

School Attendance

- After Road Trips - Upon returning from road trips, our players are to be in class first thing in the morning.
- Playoff Attendance - Players will attend school as normal unless traveling for an away game.

Academic Commitment

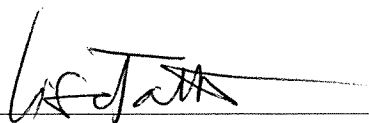
Due to our commitment to education, if players skip school or are underperforming in the classroom, then players will not participate in games.





TABQ

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A commissioner, etc.



Guelph Storm Academic Policy/Goals

The Storm organization endeavours to have each player achieve academic success, equal to their academic potential.

Course Enrollment, High School

We provide the opportunity for our players to graduate from high school in 4 years. We provide academic support (guidance and tutoring) to help them meet that objective and encourage players to enjoy a full high school experience (academically and socially). In instances where players require a 5th year of high school (due to academic difficulties, or a desire to increase grades) we support those players. We do not, however, want the extra year to be the “norm” for our student/athletes.

To achieve these high school goals our expectation for course enrollment in grade 11 is 4 courses per semester. In grade 12 the expectation is 3 courses per semester (or 4 if 4 are necessary for graduation). Our players can take a full load, with the last period of the day being a “student success” class, where they attend for 30 minutes of the normal 50 minute class and complete any remaining course work independently.

Course Enrollment, Post-Secondary Education

Our expectations for our players who have completed high school is to take 2 courses for each of the Fall and Winter semesters (and 1 course each summer) at a College or University. While this is the standard each player’s situation is reviewed individually and based on those assessments we have had players do as many as 3 courses or as few as 1 course per semester. Based on this expectation our players can successfully complete 10 courses (1 full academic year) while playing for the Storm as 18 and 19 year olds. If for various reasons a player is not able to take 2 post-secondary courses in a semester (i.e. returned late from an NHL camp) we want the player to be busy and engaged so we require them to complete volunteer community work, self-interest learning, or reading for personal enrichment (i.e. fitness, nutrition, public relations, coaching, personal finance, sport psychology).

While the emphasis is on achieving meaningful, post-secondary academic credits, we also feel strongly that experiencing university “campus” life is also invaluable. The experiences associated with sitting in a lecture hall with 500 other students; going to a university concert or football game; spending time in the students lounge; are all opportunities for growth and an important “next step” after graduating from high school. Even in instances where it is unlikely that a player may complete his degree (i.e. a first round NHL pick destined for a pro career) we still feel that spending time on campus in a post-secondary setting is important for that player. In the future, that player can relate to the “university experience” when talking with his university/college educated peers, or even his own children.

Attendance Position, Post Road Trips

Our position for school attendance post road trips depends on the time the players return home. If players arrive home before 1 am, those in high school will be expected to be in class for first period. If players arrive home between 1 and 3, those in high school will typically be given the first half of first period off. In rare instances if get home at 6 or 7 in the morning (i.e. returning from Sault Ste. Marie), we may give the kids the first 2 periods off. Players in post-secondary education are expected to attend all their classes (with the exception when the team is on the road) as their class load is much less demanding than players in high school.

Attendance Position, During Playoffs

Our position for school attendance during playoffs is the same as regular season. The difference however is the concentration of games over a 12 or 13 day period, and the possibility of more extensive travel during playoffs. Even with the same expectations for regular season and playoffs, players are going to miss significantly more school during playoffs.

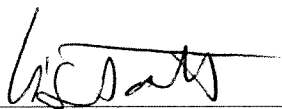
Position on Skipped Classes or Lack of Attendance/Commitment to Education

Our position on skipped classes (or skipped days) is that they will miss game time. In the case of a missed class, it could be sitting for a period. In the case of a missed day, it would be missing a game. Lack of academic commitment by the player will be treated similar to skipped classes. Our high school players are expected to be in class in their uniforms and to work up to their capabilities. Our post-secondary players are expected to plan their time to meet all academic obligations laid out in their course syllabus. We have very little patience for players who want to be the "class clowns".



TABR

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December, 2015

A handwritten signature in black ink, appearing to be "H. E. Branch", written over a horizontal line.

A commissioner, etc.



HAMILTON BULLDOGS HOCKEY CLUB 528
101 YORK BOULEVARD, HAMILTON, ONTARIO, CANADA L8R 3L4
T: 905-529-8500 • F: 905-777-2360

Hamilton Bulldogs Academic Policy

Academic Goals

Our team's academic goals are for all of our players to attend high school and complete their diploma. Upon completion of High School, we hope that our players are able to attend the Post-Secondary Institution of their choice, while playing for the Bulldogs and also once they have graduated from the Ontario Hockey League.

Position on Course Enrollment

It is the Bulldogs position that all players will attend school, at least, until they have completed High School. Once they have completed High School they will be encouraged to continue their Education at the Post-Secondary level. If they choose to not continue their education, we will provide alternative education options such as CPR courses.

School Attendance After Road Trips

Our players will be expected to be in class for Period One following road trips. There will be exceptions on trips where travel has resulted in a late return to Hamilton.

School Attendance During Playoffs

Our policy will not change from the regular season. If we are returning late, there may be exceptions from being in class one. There will be an emphasis in all situations for the hockey club and players to communicate absences, and missed work with the appropriate parties at school.

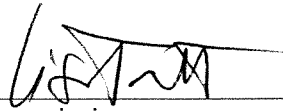
Skipped Classes or Lack of Attendance/ Commitment by Player Toward School

Our policy is that if a player is known to skip classes, or unable to complete assignments due to circumstances under his control, opportunity will be taken away from him in the form of playing time.



TABS

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A commissioner, etc.



September 24 15

To Whom It May Concern:

The Kingston Frontenac's Academic Policy is very simple, every player must graduate high school and every player that has graduated high school must take at least one post secondary course. (Queens University, St Lawrence College, Athabasca on line, English as a second language)

Kim Hulton has daily contact with the high school players and their teachers to ensure that there are no issues and is also in contact with the player's parents. Mike Hamilton comes to the rink each week to touch base with post secondary students to confirm everything is going well. Mike also runs our English class's for our import players.

Darren Keily and Paul McFarland go to Holy Cross the first week of the school year to meet with the Staff and players to show our support of the School and lay down expectations for the players.

1-Course enrollment, same as above everybody does something including import players.

2-School attendance post road trips, all players are required to go to school the following morning, if for some reason we are very late Darren will contact the school to inform Kim Hulton that the boys will miss first period and when they arrive the players will meet with the teacher of the class that they were absent from to receive homework for that class.

3-Attendance during playoffs/ nothing changes. Go to school if we are home and if we are on the road get your home work and stay up to date.

4- Attendance, Darren Keily's phone is the contact for the player's attendance if someone is late or absent from a class he's notified at the end of the day, from there he will contact the school to see why he received the call. If a player is late we will speak directly to him to solve the issue, if a player skips a class he's out of the line up no questions asked. To be clear nobody misses a class or shows up late!



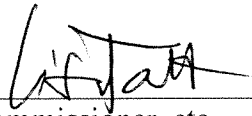
1 THE TRAGICALLY HIP WAY, KINGSTON ONTARIO K7K 0B4 TEL: 613 542 4042 FAX: 613-542-2834 WWW.KINGSTONFRONTENACS.COM





TABT

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A commissioner, etc.

Kitchener Rangers Education Policy Document

In hockey, in school, in life: Expect Excellence

Secondary School Education

- 30 credits, 40 hours of community service and a successfully completed Literacy Test (administered in grade 10) are required by the Ontario Ministry of Education to earn an Ontario Secondary School Diploma
- the student athlete shall work towards obtaining an OSSD within four years of entering grade nine
 - 16 credits should have been attained by the end of second year of high school (player's draft year)
 - 8 credits in grade nine, 8 credits in grade 10)
 - 8 credits should be attained by the end of third year of high school (i.e. 4 credits in semester one, 4 credits in semester two of third year)
 - 6 credits should be attained by the end of the fourth year of high school (i.e. 3 credits in semester one, 3 credits in semester 2)
 - additional Ministry of Education approved credits attained by other methods (e.g. summer school) must be completed prior to changes being approved by Ranger Management to the number of required courses being taken each semester
 - a player who arrives via trade or free agency with less than the required course load will be expected to complete that semester status quo, then enroll in the following semester(s) with a full course load so as to complete their OSSD within the required time frame

Course Selection:

- all courses will be selected with the approval of guardians, Grand River Collegiate and the student athlete's 'home' school
- all courses will be scheduled into classrooms within the school, with teacher led instruction
- off-campus and 'hockey' courses are not permitted
- any changes to the courses agreed to at the beginning of each semester MUST be first approved by the student athlete's guardians and Rangers Management

Achievement / Marks:

- the student athlete should always work to the best of his ability
- at a minimum, the student athlete should maintain levels of achievement previously achieved at his 'home' school
- a failing mark is not an option
 - tutoring will be arranged for by Rangers Management to assist the student athlete to achieve at minimum a credit in the course

Attendance:

- regular and timely attendance by the student athlete, based on the school's bell times, is mandated
- any late arrival or early dismissal from all, or part of any class by the student athlete shall be authorized by Rangers Management **prior to** the event
- inclement weather: if weather conditions are such that the Waterloo Region District School Board cancels their regularly scheduled school buses then those student athletes who require transportation to school are not required to attend

Absences:

- unless pre-authorized by Rangers Management, student athletes shall be in all classes as per the school's academic calendar
- in the event the student athlete is not able to attend class on a particular day, the student athlete shall contact Rangers Management by no later than 8:00 a.m. of the school day in question

Evaluations:

- including, but not limited to all assignments, tests, and summative evaluations the student athlete should:
 - complete and submit all evaluations on the date specified by the teacher
 - advise the teacher(s) at least two days in advance of any classes that will be missed so as to obtain and complete all required course work
 - adhere to the dates scheduled by the school for all final summative work and exams during the formal examination periods at the ends of both Semester One and Semester Two

Decorum:

- the student athlete should do his utmost to be seen as a model citizen of the school
- this includes, but is not limited to:
 - respectful interactions with all school personnel, including peers, teachers, and administrators
 - full participation in all classroom activities at all times
 - cell phone use, unless permitted by the teacher, is strictly prohibited while in class
 - proper use of all electronic devices as determined by both the school and teachers' policies
 - proper attire to be worn at all times
 - strict adherence to the rules of the school

End of Season Return to 'Home' School:

- in the event the hockey season is completed prior to the end of the first week in April the student athlete shall remain at Grand River Collegiate until the end of the first week of April
- in the event the hockey season concludes in May, the student athlete shall remain at Grand River Collegiate until the end of Semester Two (exams are written at the end of June)

- in consultation with family and Rangers Management the student athlete may elect to remain at Grand River, regardless of when the hockey season concludes

Non-Compliance:

- the student athlete will be responsible to comply with any assigned school consequences for rules that have not been adhered to
- Rangers Management reserves the right to assign additional consequences for non-compliance to school or team policies
- all additional consequences will be done in consultation with the school, parents, coaches and the League

Post-Secondary Education

- all student athletes are expected to continue their education at a post-secondary level
- a minimum of one course per semester at a traditional, or non-traditional, post-secondary institution, or as provided by the Kitchener Rangers Hockey Club, is expected

Course Selection:

- all courses will be selected from accredited post-secondary schools (college, university) or approved non-traditional post-secondary schools
- on-line courses are an option at accredited institutions
- any courses selected at non-traditional post-secondary schools must be first approved by Rangers Management
- non-traditional post-secondary school courses may also be provided by Rangers Management

Achievement / Marks:

- the student athlete should always work to the best of his ability
- the student athlete will be provided with the necessary tools, including tutors, to achieve at minimum a credit in the course
- the student athlete shall submit both their student number and all required electronic access information to Rangers Management upon successful registration (e.g. password(s) required for school account access)

Payment of Fees:

- upon successful registration the student athlete will immediately submit to Rangers Management an official invoice for all related tuition fees
- all additional fees that are automatically added by the post-secondary institution to the invoice that can be cancelled, such as health and insurance coverage, must be removed from the invoice by the student athlete prior to payment being made by the Kitchener Rangers Hockey Club
- all additional costs for required materials (e.g. textbooks) must be submitted to Rangers Management, along with the corresponding receipt for the purchase, in a timely manner
- all non-course related expenses such as parking, food, intramural fees, etc. will not be paid for by the Kitchener Rangers Hockey Club

- proof of successful completion of the course(s), such as an official school transcript, is required prior to the Kitchener Rangers Hockey Club paying for any subsequent courses
- unsuccessful completion will result in the student athlete being responsible for paying for future courses, with the Kitchener Rangers Hockey Club reimbursing the student athlete upon proof of successful completion

Attendance:

- regular and timely attendance by the student athlete is expected

Absences:

- in the event the student athlete is not able to attend class on a given day, the student athlete is strongly encouraged to discuss the situation with the professor prior to the absence

Evaluations:

- including, but not limited to all assignments, tests, and summative evaluations the student athlete should:
 - complete and submit all evaluations on the date specified by the professor
 - advise the teacher(s) well in advance of any classes that will be missed so as to obtain and complete all required course work
 - adhere to the dates scheduled by the school for all final evaluations and exams during the formal examination periods at the ends of both Fall and Winter Semesters
 - it is the responsibility of the student athlete to check the syllabus at the beginning of the course and to discuss a solution with the professor regarding any and all conflicts

Decorum:

- the student athlete should do his utmost to be seen as a model citizen of the school
- this includes, but is not limited to:
 - respectful interactions with all school personnel, including peers, professors, and administrators
 - full participation in all classroom activities at all times
 - cell phone use, unless permitted by the professor, is strictly prohibited while in class
 - proper use of all electronic devices as determined by both the school and professor's policies
 - proper attire to be worn at all times
 - strict adherence to the rules of the school

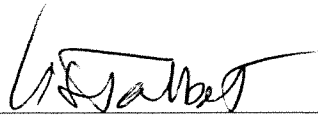
End of Season:

- in the event the hockey season is completed prior to the completion of the course, it is the responsibility of the student athlete to ensure arrangements have been made with the professor and/or school to ensure successful completion of the course(s)



TABU

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December, 2015

A handwritten signature in black ink, appearing to read "L. E. Sargent", written over a horizontal line.

A commissioner, etc.



London Knights Hockey Club
 99 Dundas Street
 London, Ontario N6A 6K1
 P: (519) 681-0800
 F: (519) 668-7291

LONDON KNIGHTS ACADEMIC POLICY 2015-2016

Mission

The London Knights will create and foster an environment that applies knowledge for the benefit of society through excellence in teaching, research and scholarship. Our student athletes will be global citizens whose education and leadership will prepare our players for life after hockey.

Vision

The London Knights will be a destination of choice for the world's brightest student athlete's seeking the best learning experience at a leading Canadian university, college or trades school.

In addition to our Mission and Vision, we strive for our players to *Achieve Excellence in Education*. There are four fundamental pillars that will drive the London Knights academic policy:

1. *Taking Charge of Our Destiny: Our Foundation!*
2. *Initial meetings with our academic advisor's: Plan your work, work your plan!*
3. *Achieving academic success: Creating a web of support!*
4. *Reaching Beyond Campus: Engaging in the Community!*

Successful pursuit of these priorities will be possible only through the commitment and contributions of all the members of the London Knights Hockey Club. Our hockey club is one where all members are valued, respected and encouraged to achieve academic excellence. We strive to ensure that we are fully accessible and respectful of individual needs and abilities in education. The London Knights support a healthy academic-hockey balance and recognizes the right of every member of the London Knights hockey community to study, work and conduct his activities in an environment free of harassment and discrimination. Each member of our hockey club is accountable for ensuring that the London Knights Academic Policy is supported and upheld.



www.londonknights.com
 2005 Memorial Cup Champions
 2013 OHL Champions
 2012 OHL Champions
 2005 OHL Champions



London Knights Hockey Club
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Taking Charge of Our Destiny: Our Foundation!

Each London Knights player will be given the foundation to be successful in both academics and athletics. All London Knights players will receive a high school diploma and be enrolled in university, college or community involvement programs until their completion of major junior hockey. Players will be expected to be in class for all school days. When mid-week travel is necessary for games, our academic advisor will give each student-athlete an outline of school work to be completed before our return. School is mandatory following a road trip. Players will not be given the option to miss school after a road trip. The same expectation will be upheld during the Ontario Hockey League Championship Rounds. Every day the Assistant General Manager will receive an email from Blyth Academy with each player's attendance at class. Below is an outline of the steps taken for poor punctuality or lack of attendance.

1st Offence:

The player will have a meeting with the Head Coach and General Manager. A verbal warning will be given. We will stress the importance of punctuality and attendance.

2nd Offence:

The player will have a meeting with the Head Coach and General Manager. A written warning will be given. The player will stay after practice to complete missed work and complete a homework session with the Assistant General Manager in the business office.

3rd Offence:

The player will have a meeting with the Head Coach and General Manager. The player will miss the 1st 20 minutes of playing time for the London Knights in his next Ontario Hockey League game.

4th Offence:

The player will have a meeting with the Head Coach and General Manager. The player will miss the next game for the London Knights in the Ontario Hockey League.

Initial meetings with our academic advisor's: Plan your work, work your plan

Once a player has committed to the London Knights he will be forwarded an academic goal sheet (My blueprint). This sheet asks specific questions to understand each player's academic / career goals beyond hockey. Upon completion this will be forwarded to one of our academic advisor's depending on the player's academic success when arriving to the London Knights. A meeting will then be held to start the players Excellence in Education plan. This plan will outline the student's timelines for academic success, grade point targets and long term business goals, among others. See below for our Academic Advisor / Guidance Counselors contact information.



www.londonknights.com
 2005 Memorial Cup Champions
 2013 OHL Champions
 2012 OHL Champions
 2005 OHL Champions



London Knights Hockey Club
 99 Dundas Street
 London, Ontario N6A 6K1
 P: (519) 681-0800
 F: (519) 668-7291

Academic Advisors:

High School Advisor:

Trish Hurley
 (519) 933-4657
Trish.hurley@blytheducation.com

High School Guidance Counselor:

Lisa Castelhana
 (519) 204-6016
lisacastelhana@blytheducation.com

Post-Secondary Advisor:

Robin Ellis
 (519) 860-0498
rellis@uwo.ca

Post-Secondary Guidance Counselor:

Brandon Csendes
 (519) 433-3491
Brandon.csendes@kings.uwo.ca

Achieving academic success: Creating a web of support!

Each player will be fully supported in their pursuit of academic excellence. All available resources will be involved in aiding each player's goals. The London Knights management, coaching staff, player's billets & families will be involved / informed of progress and areas for improvement with a weekly email outlining the status of each student-athlete. The London Knights Assistant General Manager and Academic Advisors work closely to assist and encourage each player that requires help in achieving their academic goals. Our web of support can aid players in the following ways:

1. Billet involvement to foster an environment of learning outside of the classroom and rink
2. Guidance counselor meetings for course selection
3. Weekly e-mails to track progress
4. Monthly review of grades
5. Extra tutor sessions for upcoming tests, projects, midterms and exams
6. Specialty tutor's for players needing help in specific courses



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London Knights Hockey Club
 99 Dundas Street
 London, Ontario N6A 6K1
 P: (519) 681-0800
 F: (519) 669-7201

Reaching Beyond Campus: Engaging in the Community!

As mentioned, each player will have an introductory meeting with our academic advisors. Should a player decide not to pursue university or college they will be enrolled in our “*Engaging the Community*” program. Players in this program will be educated in various topics including, but not limited to:

1. Public speaking
2. Community Involvement
3. Media Training
4. Hospital Visits
5. Leadership courses
6. Trade courses
7. Standard First Aid Certificates
8. EMS First Aid
9. CPR Certificate
10. Personal Training Courses
11. Language Courses

This program will contribute in the development of life skills post hockey. It will help to develop leaders within our society and foster an environment of giving back to the community and those in need.

“Education is the most powerful weapon which you can use to change the world.”

Nelson Mandela

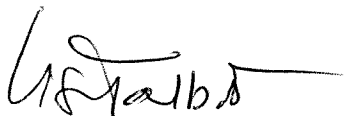


www.londonknights.com
 2005 Memorial Cup Champions
 2013 OHL Champions
 2012 OHL Champions
 2005 OHL Champions



TABV

This is Exhibit "V" referred to
in the affidavit of David E. Branch,
sworn before me, this 23 day of
December, 2015

A handwritten signature in black ink, appearing to read "L. E. Talbot", written over a horizontal line.

A commissioner, etc.



Date: October 1, 2015
 Attention: LAISHRAM, Christina

Re: Mississauga Steelheads Hockey Club Academy Policy

Christina,

Our hockey club strives to attain the academic goals which are as follows:

- Maintain or increase high school average of each player from his pre-OHL status
- Enroll all High School graduates in a certified College or University; or enroll in trade school
- Ensure transparency of academic status of all players to properly support players with academic tutors & school support systems.

Our hockey club supports the Canadian Hockey League's position that all high school students complete and pass a minimum of (2) courses per term. In addition, we promote & support for our post-secondary students to complete and pass at least (1) course per term. We are continuing to put programs into place to ensure that our hockey club meets & exceeds the expectations of the Canadian Hockey League.

Due to the few occasions where our hockey club has extensive road trips, all of our players are expected to attend to their academic institutions, high school & post-secondary following the day of a road game.

Our players are expected to maintain full academic attendance & participation throughout the Ontario Hockey League playoffs. However, should situations arise where attendance is not possible, then all efforts will be made by the hockey club to support the player in his academic studies while away; and communicate with the school to ensure continued academic success.

Should any member of the hockey club skip classes or show lack of commitment towards his school's academic expectations, then that player will be ineligible to play in any of our hockey club's Ontario Hockey League games until efforts have been made to correct the situation.

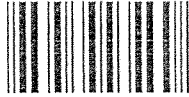
Sincerely,

James Boyd
 Head Coach & General Manager
 Mississauga Steelheads, OHL



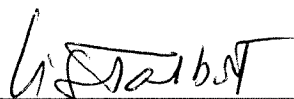
5500 Rose Cherry Place Mississauga ON L4Z 4B6
 Tel. 905-502-7788 Fax. 905-502-0169
www.mississaugasteelheads.com





TABW

This is Exhibit "W" referred to
in the affidavit of David E. Branch,
sworn before me, this 23rd day of
December, 2015

A handwritten signature in black ink, appearing to read "L. J. Starn", written over a horizontal line.

A commissioner, etc.



35 Queen Street 544
St Catharines, Ontario,
Canada L2R 5G4
Tel. 905 687 DOG1 (3641)
Fax 905 682 9129

www.niagaraicedogs.net

Niagara IceDogs Education Policy – 2015-2016

- Introductory statement to outline your club's academic goals

Every player on the Niagara IceDogs will graduate high school with an average higher than what they left their home school with. We do not accept complacency and refuse to allow a student's marks to drop upon joining our team.

- Team's position on course enrollment (Sched. B, Article 2.05)

Players on the Niagara IceDogs are mandatorily required to take a full course load while in high school, and are strongly encouraged to take a minimum of one post secondary class each semester while playing in Niagara; however this is not deemed to be mandatory.

- Team's position on school attendance post road trips

Attendance post road trips is mandatory, our assistant coach is present at the school every morning following a trip at 8am to ensure all players attendance.

- Team's position on school attendance during playoffs

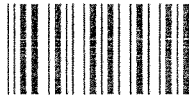
Attendance is mandatory and as a hockey staff we correspond with the school to ensure all assignments and exams ect are being looked after appropriately.

- Team's position on skipped classes or lack of attendance/commitment by player toward school

If a player for the Niagara IceDogs skips or misses a class unexcused, then he misses our next club game, with no exceptions.

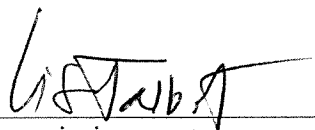
Sincerely,

Joey Burke
Assistant General Manager
Niagara IceDogs



TABX

This is Exhibit "X" referred to
in the affidavit of David E. Branch,
sworn before me, this 23 day of
December, 2015

A handwritten signature in black ink, appearing to read "L. J. T. A.", written over a horizontal line.

A commissioner, etc.



NORTH BAY BATTALION HOCKEY CLUB LTD.

546

North Bay Battalion Academic Policy

Academic Goals

To ensure all players graduate from high school with an Ontario Secondary School Diploma in a timely manner. Where possible, students should graduate in 4 years; individual students may be counselled to a 5 year plan in consultation with the player, the team, the school and the parents.

All players will be provided academic counselling and access to Post-secondary attendance at college or university and players are encouraged to take advantage of this opportunity. Information on other community or online based training/certifications will be provided upon request by the team personnel or academic advisor.

Course Enrolment

All high school aged players who have not graduated are required to maintain a full schedule of at least 3 courses per semester. After graduation, students may request a reduced timetable at the principal's discretion.

Players attending college or university will take a reduced course load, in consultation with an academic advisor to allow for a course schedule that is suitable to the training and travel demands of the team.

School Attendance

Players are expected to attend all classes as per the school attendance policy. The high school attendance office will be notified of the team's travel schedule. Students are expected to be in class following any road trip.

Where attendance issues arise, the academic advisor will inform the team of the issue. Weekly attendance monitoring of the player will be provided to the team and the player will be counselled regarding his attendance. Parents are also informed of any missed classes.





TABY

This is Exhibit "Y" referred to
in the affidavit of David E. Branch,
sworn before me, this 23 day of
December, 2015

A handwritten signature in black ink, appearing to read "L. Stalder", written over a horizontal line.

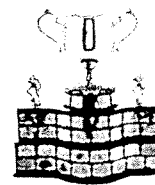
A commissioner, etc.



www.oshawagenerals.com

Generals Hockey Inc.

General Motors Centre
99 Athol Street East
Oshawa, Ontario L1H 1J8
Bus: 905-433-0900
Fax: 905-433-3967



Memorial Cup Champions
1939-1940-1944-1990-2015

The Oshawa Generals Hockey Club holds academics and being a student athlete in the highest regard. To ensure we prove this day after day, it is our goal to have every player that plays for the Oshawa Generals graduate with his High School diploma and help prepare that player for Post-Secondary education whether it is an introductory course or part time classes at Durham College, U.O.I.T. or Athabasca online.

Policy on Course Enrollment

It is our position that we encourage all of our high school graduated players to enroll in at least part time studies at the above Institutions. With the support of the player's parents this is something that we feel is achievable. If the player and or parents do not wish to participate we can make a single course that doesn't involve a full commitment to be undertaken by the player.

Policy on School Attendance Post Road Trips

We are very fortunate where we are located and it is our position that all players be in attendance for classes following a road trip where we get back to Oshawa at a sociable hour. If the return is outside a sociable hour it is our position that the player is allowed to miss period one and be in attendance for period two. It is very likely that the player will miss more school playing in his Minor Midget season as opposed to playing in the OHL for the Oshawa Generals.

Policy on School Attendance During Playoffs

During the playoffs when there may be times when our players are required by the club to miss classes. With the assistance of our academic advisor and guidance counselor, it is our goal is to make sure the players have their assignments in order. I also send the school our monthly calendar so they are aware in advance if there is to be any missed classes due to our playoff schedule. If a test is scheduled we don't want to penalize the player for missing it and we hope to get the test re scheduled at the schools convenience. Last year during our run to the Memorial Cup we had our Academic Advisor present during the entire time we were in Quebec City.



Member Franchise Ontario Hockey League



Policy on Missed Classes

While our players are enrolled at Maxwell Heights Secondary School I have the school inform me whenever a player is late or not in class. I also rely on the players and billets to inform me of any illness or reason for the player to miss a day of school. If a player has a medical appointment ie: dentist or doctor, we try at all cost to have this appointment made where our player doesn't miss school. If a player is subject to concussion protocol and is instructed by medical doctors to miss a certain amount of time in school. I make sure the school is fully aware of the situation and with the help of our Academic Advisor and Guidance Counselor we get the player back up to speed as to allow the player to slip behind in his studies.

All of these policies in place are fully endorsed from our ownership to the General Manager, Coaching Staff and the teams Academic Advisor. They are in place to ensure our players are getting the best possible school experience combined with being an elite athlete while playing for the Oshawa Generals.

Roger Hunt | Vice President | General Manager



1939, 1940, 1944, 1990, 2015

MEMORIAL CUP CHAMPIONS



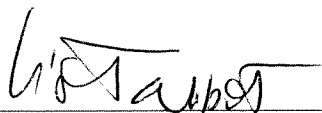
Member Franchise Ontario Hockey League





TABZ

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in the affidavit of David E. Branch,
sworn before me, this 23day of
December, 2015

A handwritten signature in black ink, appearing to read "L. St. Aubert", written over a horizontal line.

A commissioner, etc.



October 8, 2015

OTTAWA 67's Education Policy 2015-2016

The Ottawa 67's organization believes in supporting the educational goals and expectations of its student athletes and their parents by providing them with exceptional education opportunities, resources, and access to an Academic Advisor prior, during and post season. Team management follow closely the progress of all high school players, while the graduates are encouraged to pursue College, University or interest courses. All players are recognized for hard work, and perseverance through monthly academic awards. It is the goal of the 67's that the players recognize that education and hockey are both important accomplishments.

To provide high school student / players with opportunities to graduate with an OSSD in 4 years. Provide opportunities for student / players to take courses and earn grades that are eligible for College and / or University entrance.

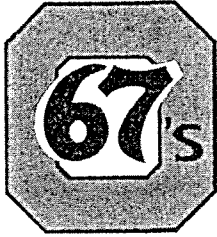
American Players whose parents prefer they complete a U.S. high school diploma, are registered for online courses from the U.S. and *where possible* take courses locally that can be given equivalency in their home State.

Player Expectations: Academic

- High school student / players in grade 11 or 12 are required to take 6 credits per year.
- Blyth Academy (6 credits per season). Three terms of 2 credits per term plus online credit option to increase credit load to 7.
- Public / Catholic / French Language / Ottawa School Boards (3-4 credits per semester). A combination of 2 on campus courses and one online course done primarily done on campus.
- Online credits through Private e-schools (i.e. Virtual High School, Ottawa Carleton e-school).

Team Expectations: Academic

- Identify academic areas of need and address on an ongoing basis.
- Ongoing private academic tutoring provided by the Team throughout the season for *any* player in need.
- Time management and organizational strategies by Academic Advisor for students in high school.
- In school peer tutoring costs covered by Team.



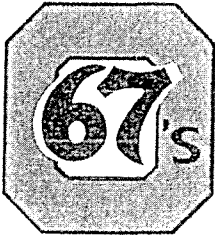
- Laptops are provided by the Team.
- Tuition costs, textbooks, supplies, field trips, covered by the Team.
- Costs covered by Team for private online (e-school) and on site.
- Regular parent updates throughout the Terms.
- Assist with the spring and summer with Course registration.

Team Expectations: Attendance

- Student / players are expected to be in school daily unless excused for illness or on a road trip.
- Daily attendance and prompt arrivals to school are mandatory. Late arrivals and absences are reported by the school admin to the Academic Advisor. Coaching Staff are notified for follow up.
- All illnesses preventing attendance at school are verified by the billet family and reported to: Head Trainer, the school, Academic Advisor and the Coaching staff. Players too ill to attend school are not to attend practice.
- On post road trip days, players are expected to be in school *unless* a late morning arrival time prevents them from having a 6 hour recovery sleep.
- Players are expected to attend the period 2 class if 6 hours is accumulated by sleeping in to the period 1 time.
- Assignments / instructional information of the missed classes will be made up with the assistance of the school staff in conjunction with the Academic Advisor.
- During playoffs, players *will* attend school whenever they are home. Every attempt will be made to keep the players up-to-date with school work during playoffs.

Team Expectations: College / University

- To provide and encourage all players with the opportunity to take College or University course(s); on campus or online in a degree program or as a Special Student *throughout the year*.
- Academic Advisor assists with course selection and registration.
- Academic Advisor arranges University / College visits and information sessions.
- Tuition and book costs are covered by the Team, providing the player earns the credit.
- Tuition is paid in advance of the credit earned.
- Provide academic support if needed.
- All high schools and online schools that the players attend.
- Liaise with University / College for exam deferrals.



Student Expectations:

Student / Players attending College or University are expected to:

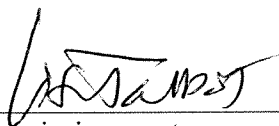
- Attend all classes.
- Complete all assignments.
- Earn a passing grade.
- Notify Academic Advisor of exam dates / conflicts.

OTTAWA 67's Hockey Team

Jeff Brown
GM and Coach Ottawa 67's

AA

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in the affidavit of David E. Branch,
sworn before me, this 23 day of
December, 2015

A handwritten signature in black ink, appearing to read "J. H. Sampson", written over a horizontal line.

A commissioner, etc.

OWEN SOUND ATTACK EDUCATION STATEMENT POLICY

The philosophy of the Owen Sound Attack is to participate in the development of young players from sixteen to twenty, and to help them progress toward achieving all their hockey and academic goals.

A formal commitment of our team towards the players and their parents would be:

- we want to make sure that the player benefits from the optimum development both on and off the ice
- develop his ability to play the game, his physical and mental condition
- continue a top-quality academic education that will allow the player to continue to go on and study normally after his internship in Owen Sound
- supply an academic advisor to work with and seamlessly blend second semester courses to any studies at the players home school
- a priority is given to register players for courses in class at West Hill High
- distance learning course would be considered as a secondary option with exception of special situations and with the education advisor as a tutor or course supervisor
- ensure follow-up with the player until the end of the school year

Our enrollment plan is for 100% of the eligible players to go to high school. We have dropped the ball in the past regarding post secondary students. We have since made changes and have a much higher number of post secondary players enrolled in various classes.

Post road trips are done with a time sensitive approach. We expect our boys at school and to have the same experience as their friends back in their home towns. Our expectations are that they are in school at every opportunity. The possibility to miss a class is there for sure.

Our position with school during play offs DOES NOT CHANGE.

Our position with poor attendance or skipped classes is that the boys are given an opportunity to explain but we are and have always been true to what I tell them and their parents in the summer. We hold the ability to take away game participation over all of their heads. We have played short in games before and will do so again in the future.

If you have any questions please call me.

Thanks for addressing this matter. I know it is of great concern to many.

Dale

***with a smaller school and a diminishing course options we are trying a different approach this season and so far it is a very big hit. We are expecting a couple of 16 year olds to possibly get all eight credits this season and graduate with all their friends back home next year.

SAMUEL BERG v. CANADIAN HOCKEY LEAGUE, et al.
Plaintiff Defendants

Court File No. CV-14-514423

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at TORONTO

**DEFENDANTS' RESPONDING
CERTIFICATION MOTION RECORD
VOLUME I OF IV**

Torys LLP

79 Wellington St. W., Suite 3000
Box 270, TD Centre
Toronto, ON M5K 1N2
Fax: 416.865.7380

Trisha Jackson (LSUC #: 18466S)
Tel: 416.865.7323

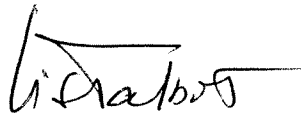
Lisa Talbot (LSUC #: 44672I)
Tel: 416.865.8222

Irfan Kara (LSUC #: 65945J)
Tel: 416.865.7308

Lawyers for the Defendants

BB

This is Exhibit "BB" referred to
in the affidavit of David E. Branch,
sworn before me, this 23 day of
December, 2015

A handwritten signature in black ink, appearing to read "L. E. Branch", written over a horizontal line.

A commissioner, etc.



PLAYER ACADEMIC DEVELOPMENT PLAN

Academic Development

The Peterborough Petes goal is ensure that each player maximizes his academic potential while playing for the Peterborough Pete. Players are given provided with resources that they may require in order to not only maintain, but to improve their academic standing while playing for the Petes. Regardless of the hockey playing future of our players, a strong academic background will allow players to pursue opportunities beyond their playing days. Players are expected to complete all required assignments on time and be prepared for all tests and exams.

At the start of each semester, a meeting is held with the Principal, Academic Advisor, Teachers, Players, General Manager and Head Coach, ensuring that all parties are aware of what the Peterborough Petes expectations are for players attending high school. Topics covered during this meeting include being punctual for class, making sure that players request notes for classes that they may be excused from due to travel, and ensure that players are familiar with deadlines for assignments, and dates of quizzes, tests and exams. Players are reminded that they are expected to adhere to all school rules, treating all staff and students respectfully.

Following each player's graduation from high school, players are encouraged to take post secondary courses through Trent University, Fleming College, or through online options in the fall & winter semester when they are in Peterborough. In the off-season, players are encouraged to take spring and summer courses by either remaining in Peterborough or by using the online options that are available.

The Peterborough Petes are committed to providing each player with the support required to assist them in achieving their academic goals.

	1st Semester - Fall	2nd Semester - Winter	Spring/Summer	University/College Credits
Year 1	Grade 11	Grade 11		
Year 2	Grade 12	Grade 12	University/College - 2 Courses	1
Year 3	University/College - 2 Courses	University/College - 2 Courses	University/College - 2 Courses	3
Year 4	University/College - 2 Courses	University/College - 2 Courses	University/College - 2 Courses	3
Year 5	University/College - 2 Courses	University/College - 2 Courses	University/College - 2 Courses	3

Total University/College Credits earned while playing for the Peterborough Petes

10

Note: Traditional undergraduate bachelor degrees require 20.0 credits - each one-semester course at Trent is 0.5 credit. Therefore a player would earn 3.0 in a year by taking 2 courses in the fall, winter, and spring/summer while playing for the Petes and would have completed 2 full years of university.



PLAYER ACADEMIC DEVELOPMENT PLAN

Team's position on school attendance post road trips

- Should the team arrive home from a road trip extremely late, players will be excused from attending Period 1 classes
- In such instances team will forecast in advance so that teachers and players are able to plan ahead

Team's position on school attendance during playoffs

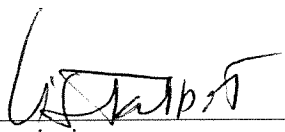
- Players are expected to attend school as usual
- Should team return home extremely late, policy as above will be implemented

Team's position on skipped classes or lack of attendance/commitment by player toward school

- During meeting with held with the Principal, Academic Advisor, Teachers, Players, General Manager and Head Coach at the start of each semester, players are reminded that they are expected to be punctual for class, make sure that they request notes for classes that they may be excused from due to travel, and ensure that they are familiar with deadlines for assignments, and dates of quizzes, tests and exams – should players not put the effort into studies and/or are repeatedly absent from or late for school without prior permission from the General Manager that they will not be considered for the line up.

CC

This is Exhibit "CC" referred to
in the affidavit of David E. Branch,
sworn before me, this 23 day of
December, 2015

A handwritten signature in black ink, appearing to be "L. E. Branch", written over a horizontal line.

A commissioner, etc.



**HERE TODAY,
NHL TOMORROW!**

SAGINAW SPIRIT EDUCATION POLICY

The Saginaw Spirit Organization is driven to attain 100% enrollment of our players in the educational part of the process for their development as young men.

Whether it be high school, college, university or any of the courses and programs offered outside of the typical school environment the Spirit are encouraging and directing our players to continue to strive to attain higher levels of education.

Education is a priority for the Spirit Organization and we are very proud of the continuous improvement of our athletes attendance records over the past 3 years and we strive to continue to improve in this area and to become a top organization in the CHL when it comes to producing high level players and successful students in their pursuit of great careers both on and off the ice.

ENROLLMENT POSITION

The Spirit Organization encourage all of our players to attend secondary and or post-secondary educational institutions.

SCHOOL ATTENDANCE

(POST ROAD TRIPS)

The Spirit position on school attendance post road trips is as follows:

If the team arrives home 3 AM or later the player will be excused from school that day

We have already submitted a schedule, to the High School, of all days that will be missed by the players for the entire school year.

SCHOOL ATTENDANCE DURING PLAYOFFS

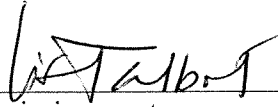
No change in attendance expectations from the above. All players attending schools etc. attendance is mandatory

TEAMS POSITION ON SKIPPED CLASSES / POOR ATTENDANCE ETC.

Players skipping class / poor attendance / lack of commitment towards school will face missed playing time / missed games / if the problem continues after the above discipline the player may face suspension from the team.

DD

This is Exhibit "DD" referred to
in the affidavit of David E. Branch,
sworn before me, this 23 day of
December, 2015


A commissioner, etc.

SARNIA STING JUNIOR "A" HOCKEY CLUB



www.sarniasting.com

(519) 542-4494 Fax (519) 542-2388 1455 London Road, Sarnia, Ontario, Canada N7S6K7

SARNIA STING ACADEMIC POLICY

The Sarnia Sting Hockey Club's academic mandate is that all of our players to graduate high school in the same time period as their peers, to have all players either maintain or exceed the average they were achieving prior to joining our hockey club, and for all of our post-secondary players to begin working towards their University or College diploma as a member of our hockey club.

COURSE ENROLLMENT

Our policy on course enrollment is that ALL of our players take a minimum of at least one course. All of our 99 and 98 born players are enrolled full-time at Northern Collegiate Institute and Vocational School as well as two 97 born players who are taking two courses at Northern to enhance their University compulsory grades.

All players who have previously graduated secondary school are required to take at least one post-secondary course either through online studies or at Lambton College.

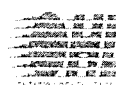
We conduct three weekly "study hall" sessions for our post-secondary players. Each session is 1.5 hours at which time they work in a supervised setting to help complete their online studies and/or complete homework and assignments.

Further to study hall, we conduct one quiz each week with all post-secondary students to test and expand their knowledge of world history and current events taking place across the globe. We will also be conducting a Guest Speaker series with these players. Guest speakers will range from business professionals to long time volunteers with nonprofit organizations.

CONTINUED – PAGE 2



RBC Centre





www.sarniastings.com

(519) 542-4494 Fax (519) 542-2388 1455 London Road, Sarnia, Ontario, Canada N7S6K7

SARNIA STING ACADEMIC POLICY - CONTINUED

ATTENDANCE

Post Road Trips

Following each road trip all players are expected to attend their first period class the next day. The only exception to this is when we play a mid-week game in Sault Ste. Marie and return back to Sarnia that evening. In those cases all players are asked to report to their second scheduled class of the day.

Playoffs

Most of our playoff games are scheduled Friday through Sunday. However on the occasion we have a home playoff game through the week, and with the cooperation of the high school, players will be excused from classes that day. All homework assignments and tests are still to be completed as scheduled however.

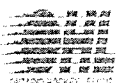
SKIPPED CLASSES/LACK OF ATTENDANCE

We have a detailed attendance report emailed to us on a daily basis. This report also indicates when players are late for a class and how long they were late.

If a player is found to be skipping class it will result immediately in a meeting with the General Manager and the Head Coach of the hockey team. This will serve as his "first warning" which will be clearly communicated to the player. If this happens again the player will then begin to sit out games for every time this occurs. To help ensure this does not happen we have a retired volunteer who picks each player up for school every morning and drops them off for class. This has been very successful for us as we know everyday that all players have been dropped off at school.



RBC Centre



EE

This is Exhibit "EE" referred to
in the affidavit of David E. Branch,
sworn before me, this 23 day of
December, 2015

A handwritten signature in black ink, appearing to read "Lisa Taboy", written over a horizontal line.

A commissioner, etc.

SOO GREYHOUNDS HOCKEY CLUB

269 Queen Street East • Sault Ste. Marie, Ontario • P6A 1Y9

E-mail: info@soogreyhounds.com



Tel. (705) 253-5976 Fax (705) 945-9458

Website: www.soogreyhounds.com

October 9, 2015

To Whom It May Concern,

It is our mission to create a world-class culture of champions: in the classroom, in the community, and on the ice.

As an organization, we are acutely aware that it is our duty to ensure that every young man who enters our program is given the guidance and resources to maximize his potential in each of those three areas. Everyone within the organization realizes that not all players will go on to secure lucrative professional hockey careers, and therefore does everything in our power to ensure that those who do not advance to the NHL or other pro leagues leave the team with a well-rounded education to fall back on.

The goal of developing solid hockey players on the ice and young men off the ice is something everyone strives to follow year-in and year-out.

Our Guidelines are as follows:

Any Player(s) who has 16 or less high school credits prior to September, must take at least 8 Credits during the upcoming school year. Player(s) with 24 credits are to take a minimum of 6 high school courses in their school year. Any player(s) with 26 or more high school credits may take any number of courses per semester that will complete his OSSD/ High school requirements for that school year.

Any player who have earned their high school diploma must take at least two post-secondary courses per semester during the current school year. If a player opts to enroll in our local trade school the courses must be at a minimum of 6 classroom hours per week.

The team's position on attendance post road trips is that all players are to be in class the next morning except for special circumstances IE, Late arrival due to weather etc.

The teams position on attendance during playoffs is the same as for regular season, all players are attending their regular classes outside of our team's travel for road games.

Our policy for any player that "skips" a class is that he will miss the team's next game.

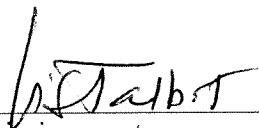
ESSAR
CENTRE

1993 MEMORIAL CUP CHAMPIONS
ONTARIO HOCKEY LEAGUE CHAMPIONS
1984-85, 1990-91, 1991-1992

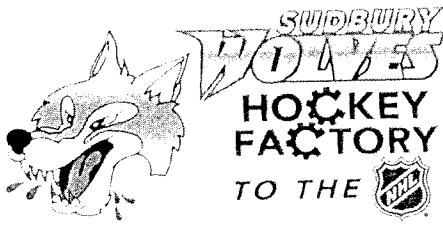


FF

This is Exhibit "FF" referred to
in the affidavit of David E. Branch,
sworn before me, this 23 day of
December, 2015

A handwritten signature in black ink, appearing to read "J. Stalder", is written over a horizontal line.

A commissioner, etc.



**240 ELGIN ST.
SUDBURY, ON
P3E 3N6**

**Phone: 705-675-3941
Fax: 705-675-3944
info@sudburywolves.com**

MAKE WAY FOR THE NEW!

SUDBURY WOLVES EDUCATION POLICY

The Sudbury Wolves Hockey Club is committed to supporting the team's players by providing an excellent learning environment so that every player is able to achieve academically to the best of his ability and to reach his personal educational goals.

In order to accomplish the above, the team will:

1. Have an educational consultant who will support the players in their academic endeavors by meeting and/or corresponding with all players and their families when they join the Sudbury Wolves Hockey Club.
 - Registering all players in appropriate secondary and post secondary courses
 - Meet and/or correspond with secondary teachers on a regular basis to discuss each player's progress
 - Monitor student achievement and attendance on a regular basis and advise the coach/manager of ongoing concerns
 - Communicate on a regular basis with the family of each player
 - Communicate on a regular basis with team management
 - Recommend tutoring for players with necessary
 - Complete all league forms when requested
 - Have a player complete an education plan each year
 - Maintain academic record for the team
 - Recommend that secondary students take a minimum of two credits per semester
 - Have all players complete a secondary school diploma as a minimum and encourage players to attend a community college and/or university
 - Support players in taking ILC courses and summer school in order to graduate on time.
 - Have all secondary school graduates take a minimum of one university or college course per semester.

2. Incur all educational costs of players including tutors, room and board, books, parking and activity fees while a player is playing for the Sudbury Wolves Hockey Club
3. Schedule practice time around regular school days and hours
4. Provide English language opportunities for non-English speaking players
5. The academic objective for secondary school students is to complete a 100% credit success rate
6. Encourage and provide opportunities for homework on road trips
7. Provide an area at the arena for players to work on academic work
8. Acknowledge academic achievement monthly and at the conclusion of the season (i.e. Awards & Trophies)
9. Provide non-school activities to develop communication and personal growth (e.g. school and community events – hospital visits, speaking to elementary students)

GG

This is Exhibit "GG" referred to
in the affidavit of David E. Branch,
sworn before me, this 22 day of
December, 2015

A handwritten signature in black ink, appearing to read "L. E. Tabor", written over a horizontal line.

A commissioner, etc.



Academic Policy

The Windsor Spitfires value and respect the commitments made by both players and families to the Ontario Hockey League and their teams. It is the intent of the Windsor Spitfires to support the student athletes with the very best learning environment be it in high school or any post-secondary institution. With a dedicated academic advisor for secondary school and one for post-secondary, along with a tutor on hand, we have facilitated the pathway so that every athlete may achieve his personal educational goals.

HIGH SCHOOL POLICY:

- Students are tracked by the school administration and absences and lates are reported to our on-site academic advisor who then forwards the report to the coaching staff.
- Absences from injury or illness are communicated to the school by the trainer and coaching staff.
- Skipped classes or tardiness is reported to the coaching staff who use a progressive discipline process which may involve anything from extra work, to being scratched from the line-up.
- For extended road trips, the coaching staff notifies the on-site academic advisor in advance of any missed school time. The advisor advises the school attendance office.
- As in any school field trip or school sporting event, the student is responsible for accessing missed work from, and communicating with, their teachers.
- Late check-ins due to return from long road trips (early morning arrival) are at the discretion of the coaching staff who notifies the academic advisor on the way home. Again students are responsible for catching up on any missed work.
- During playoffs, students must attend classes as normal with the exception of series which involve extended travel time. At that time the coaching staff would communicate the travel itinerary with the academic advisors who would assist in communication and accessing work from the students respective teachers.

POST-SECONDARY POLICY:

- All grade 12 students work with their guidance counsellors to begin the application process (OUAC / OCAS). The team covers any applicable fees.
- The post-secondary academic advisor meets with graduating seniors prior to the conclusion of the season to discuss and encourage post-secondary planning.
- Players are encouraged to attend post-secondary school but may opt-out with the approval of their parents. The "Post Secondary Opt-Out forms" are signed by player, parent, the general manager and academic advisor.
- In the event that the player has reached the age of consent, the player agent may sign on behalf of the parent.
- Players who do enroll in post-secondary education have the option of 3rd party billing with the team being invoiced by the institution.
- Once a player is enrolled, they complete a commitment form which is signed by the player, the parent, the general manager and the academic advisor.
- The student must also complete a "post secondary self assessment form" periodically throughout the school term.
- Should the student be struggling or falling behind, they would meet with the academic advisor and the general manager in order to develop intervention strategies.

Please find appendices A1, A2, B, C, D "Post-Secondary Forms" attached



POST SECONDARY SELF-ASSESSMENT SURVEY

Name _____ School: _____ Date: _____

Course name _____ Course Code: _____

Time & Location of Class: _____

Professor's Name: _____

Class attendance: (on-line courses require a minimum of 1 hour a day or 7 - 8hrs per week)

- ☐ A) I am attending classes regularly
- ☐ B) I have missed only 1 class
- ☐ C) I have missed more than 1 class
- ☐ D) I am having difficulty making it to classes

Course content:

- ☐ A) I am currently able to comprehend and understand course content
- ☐ B) I have a moderate understanding and comprehension of course content
- ☐ C) I must read or practice course content regularly in order to fully comprehend
- ☐ D) I am currently struggling to comprehend and understand course content

Assistance/tutoring

- ☐ A) I have little or no need for assistance or tutoring in this course
- ☐ B) I would benefit by the assistance of a peer assistant or tutor
- ☐ C) I need to acquire the services of a peer assistant or tutor
- ☐ D) I will not be successful unless I work diligently with the assistance of a peer or tutor

Assignments

- ☐ A) I have submitted all course assignments to date
- ☐ B) I am slightly behind on class assignments
- ☐ C) I need to submit work now in order to be caught up
- ☐ D) I have fallen drastically behind and need to set time aside to get caught up

Grading

- ☐ A) I have scored well on previous assignments & tests
- ☐ B) I have scored lower than expected on recent tests & assignment
- ☐ C) I need to show drastic improvement on my next evaluation to become successful
- ☐ D) I am currently in jeopardy of losing this credit due to failing grades

Goals

- ☐ A) I plan on continuing with the effective routines in order to continue to be successful
- ☐ B) I plan on improving my time management to become successful in this course
- ☐ C) I will meet with my Academic Advisor to create an action plan for success in this course
- ☐ D) I plan on failing or withdrawing from this course **and paying all financial penalties involved*

* See Post-Secondary Commitment Form line 4.b

SURVEY SCORING SYSTEM

- (A) 5 points
- (B) 3 points
- (C) 2 points
- (D) 1 point

RESULTS

26 - 30 points – *Heading for academic recognition*

17 - 25 points – *Getting by O.K*

11 - 16 points – *HELP ME!*

6 - 10 points – *Meet with G.M. to discuss payment of tuition fees*

"A man doesn't make excuses in life, he makes choices."

Action Plan *"If you fail to plan, you plan to fail"*

TODAY: _____

TOMORROW: _____

NEXT WEEK: _____

WEEKLY: _____

DAILY: _____



Windsor Spitfire Post-Secondary Academic Advisor

John Laporte – cell # (519) 567-2487 – john_laporte@wecdsb.on.ca

**Post-Secondary Commitment Form**

The Ontario Hockey League values and respects the commitments made by both players and families to the League and their teams. It is the intent of the Ontario Hockey League to support the student athletes with the very best learning environment. In this way, it is hoped that every athlete may achieve his personal educational goals. To accomplish this, the League has adopted the following expectations:

1. Teams will incur all educational costs of players including tuition, room, books and board while playing for their OHL team.
2. Players are encouraged to pursue post-secondary pathways.
3. All educational needs will be addressed promptly and strategies developed to ensure academic success for all players in consultation with the team's Academic Advisor.
4. All players enrolled in educational programs are expected to participate fully in all classes and strive to maintain a passing grade.

By signing below, I, _____ am acknowledging that:

- a) The Windsor Spitfires have paid for my tuition, books and any other supplies in order for me to enroll in the following courses at the following post-secondary institution for the _____ semester of the _____ school year.

Courses:

Institution:

- b) Normally, the Windsor Spitfires require players to reimburse the team for any educational expenses for courses where they did not receive a passing grade.
- c) I also understand that any exception to this policy will be made in consultation with the GM, Player, Parent/guardian and Academic Advisor(s) of the team.
- d) In accordance with league policy, it is my responsibility to participate fully in all classes, to notify an Academic Advisor of the Windsor Spitfires if I am encountering any difficulties, and to make use of resources to support my academic success provided by the post-secondary institution I am attending.

Player Signature: _____

Date: _____

Parent/Guardian: _____

General Manager: _____

Academic Advisor: _____

**Post-Secondary Opt-Out Form**

The Ontario Hockey League values and respects the commitments made by both players and families to the League and their teams. It is the intent of the Ontario Hockey League to support the student athletes with the very best learning environment. In this way, it is hoped that every athlete may achieve his personal educational goals.

By signing this form, I/we are acknowledging the following:

1. The Windsor Spitfires have encouraged me (_____)
(name of player)

to participate in a post-secondary educational program while playing hockey in the Ontario Hockey League.

2. I have discussed some options with the team's Academic Advisor.
3. I understand that the Windsor Spitfires would incur all my educational costs as long as I participated fully in my educational program.
4. I, in consultation with my family, have decided not to participate in a post-secondary educational program for this season.

Name: _____
(print name)

Signature: _____

Date: _____

Parent/Guardian

Signature: _____

Academic Advisor

Signature: _____

Coach/GM

Signature: _____



Windsor Spitfires Hockey Club

8787 McHugh Street Windsor, Ontario N8S 0A1
 Phone: (519) 254-5000 Fax: (519) 254-9257

INFORMATION DISCLOSURE FORM

The Windsor Spitfires and the Ontario Hockey League believe that each player make a commitment to do his best to maintain passing grades in their academic endeavours during their junior hockey careers.

The Windsor Spitfires may wish to be informed of the player's academic progress, attendance and evaluation results in school, regardless of their age.

By signing this Information Disclosure form, you, the player, are authorizing the Windsor Spitfires to access your progress evaluations, reports, as well as other student records even after the age of 18 years. You are also granting the Windsor Spitfires and their Academic Advisors the authority to sign on your behalf when withdrawing from school here in Windsor.

Player Name (please print):

Player Signature:

_____ Date: _____

(under the age of 18)

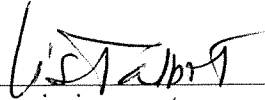
Parent/Guardian Name (please print)

Parent/Guardian Signature:

_____ Date: _____

HH

This is Exhibit "HH" referred to
in the affidavit of David E. Branch,
sworn before me, this 23 day of
December, 2015

A handwritten signature in black ink, appearing to read "David E. Branch", written over a horizontal line.

A commissioner, etc.

IMPORTANT NOTICE TO PLAYER

This agreement imposes obligations upon you and confers to you certain benefits.

1. Before signing this agreement you should:
 - a) obtain independent legal advice to enable you to fully understand and appreciate your rights and obligations under this agreement; and
 - b) make sure that all terms and conditions agreed upon by you and the Ontario Hockey League Club are reduced to writing and contained in this agreement.
2. The Ontario Hockey League will only approve agreements which are:
 - a) written on its standard agreement form;
 - b) signed by both the Player and the Ontario Hockey League Club; and
 - c) filed together with either the certificate of independent legal advice or waiver thereof in the prescribed form with the Ontario Hockey League Office.
3. Three copies of the signed agreement shall be forwarded to the Ontario Hockey League Office for approval and registration. One copy will be retained by the Ontario

Hockey League. Two copies will be returned to the Ontario Hockey League club and the Ontario Hockey League club shall immediately deliver one copy to the Player. If the agreement is not approved within ten (10) days from the date on which it is actually received in the Ontario Hockey League Office (except with respect to agreements received in the month of July which shall be deemed to be received on August 1st for the purposes hereof), it shall be deemed to be null and void and both the Player and the Ontario Hockey League club will be relieved of their mutual obligations.

4. Except as otherwise provided by the By-Laws of the Ontario Hockey League, no Player shall be permitted to participate in an Ontario Hockey League regular season or playoff game unless such Player has signed the standard agreement form and it has been filed with and approved by the Ontario Hockey League.

NOTICE TO LEGAL ADVISOR

The Commissioner of the Ontario Hockey League is not empowered to approve agreements, the terms of which have been significantly altered. The Ontario Hockey League requests that you advise the Player fully of all the rights and obligations imposed by this agreement prior to the Player signing the agreement.



**ONTARIO
HOCKEY
LEAGUE**

OHL STANDARD PLAYER AGREEMENT FORM**1. PARTIES TO THE AGREEMENT**

- a) Agreement between (Name of Club) _____ (The "Club"), a member of the Ontario Hockey League (the "OHL") which is a member League of the Canadian Hockey League ("CHL"), and (name of Player) _____ ("the Player").
- b) It is expressly acknowledged and agreed by the parties involved that the Player is an amateur athlete who is encouraged to continue the Player's education while also being schooled and trained in the game of hockey. The parties agree that this Agreement is not a contract of employment between the Club and the Player and nothing in this Agreement shall constitute the parties as employer/employee, or as agents, partners, or co-venturers of each other.

It is also expressly acknowledged and agreed that:

- (i) the Player has exceptional skills and abilities with respect to playing hockey;
- (ii) the Club wishes to contribute to the development of the Player's skills and abilities and to provide training in the game of hockey while encouraging the Player to continue the Player's education;
- (iii) the OHL and the Player have agreed to enter into this Agreement for their mutual benefit in accordance with the terms and conditions herein; and
- iv) nothing in this Agreement detracts from the Player's ability to earn income from other sources and activities, during the off season or otherwise, provided such activities do not interfere with the Player's obligations under this Agreement.

2. TERM OF THE AGREEMENT

- a) The Player hereby agrees to play hockey with the Club, subject to the terms of this Agreement, for a period of _____ year(s), beginning on the _____ day of _____, 20____ and ending on the _____ day of _____, 20____.
- b) The Player hereby grants to the Club the option to be exercised by notice in writing to the Player on or before the 31st day of August, 20____, to extend this agreement and the Term for a further year being the year of the year of the Player's over-age eligibility on the same terms and conditions as set out herein.

3. DUTIES OF THE CLUB

- 3.1 Any and all amounts received by the Player under this Agreement shall be strictly and solely provided for and related to educational payments and reimbursement of certain expenses as defined, and at the times set forth, in the Schedules hereto. The Club shall reimburse the Player for certain expenses incurred by the Player in respect of the travel, educational, training or living expenses in accordance with the Schedules hereto.
- 3.2 The Club hereby accepts and obliges itself to furnish to the Player the means to develop the Player's hockey-playing abilities for the purpose of becoming an accomplished hockey player, all as set out in Schedule A subject to the Club's evaluation and determination of its needs and the extent to which the talent of the Player suits those needs.
- 3.3 The Club shall register the Player to a Hockey Canada Playing Card.
- 3.4 The Club shall allow the Player to participate in all try-out camps and games conducted by the Player's respective National Junior Team, Under 18 Team or Under 17 Team,

CHL Prospects Game, CHL All-Star Game and any other League sanctioned event under the policies that have been established by Hockey Canada, IIHF or CHL / OHL. Participation in these camps or games will not affect any party's obligations under this Agreement.

- 3.5 The Club shall provide to the Player the benefits of the OHL Concussion Safety Management Program, including baseline testing to assist Team Physicians in their decisions about a Player's health and fitness upon experiencing a concussion.
- 3.6 The Club shall support and subscribe to the Canadian Hockey League's Education and Anti-Doping Program, including an On-Line Education Course.

4. OBLIGATIONS OF THE PLAYER

- 4.1 The Player agrees to perform to the best of the Player's abilities as a hockey player in all games leading to the championship of the OHL, the All-Star Game, the pre-season games, playoff games, games of the series of the Memorial Cup and such other games as may be sanctioned by the OHL. The Player agrees not to participate in any other hockey games without the prior consent of the Club, which consent shall not be unreasonably withheld. The Club will consent to participation by the Player in the Hockey Canada Program of Excellence (or any successor program sanctioned by the OHL) provided such participation does not unduly interfere with the Club's ability to obtain a playoff spot, the Club's playoffs or the Club's ability to win a regular season championship.
- 4.2 The Player further agrees to:
 - a) Report to the Club's training camp in good physical condition, at the time and place designated by the Club;
 -) Maintain a good physical condition at all times throughout the Club's season;
 - c) Devote the Player's hockey playing abilities as a hockey player exclusively to the Club during the Term;
 - d) Co-operate and participate in the promotional activities sponsored by the Club and / or the OHL in the best interests of the Club and of hockey;
 - e) Behave, at all times and under all circumstances, whether on or off the ice in a manner consistent with good standards of honesty, morals, fair play, and the rules of the OHL and the Club, and never to adopt behaviour which could be detrimental to the well-being of the Club, the OHL or hockey in general;
 - f) Use the equipment and supplies, including without limitation uniforms, skates, helmets and protective gear provided by the Club in accordance with OHL / CHL agreements;
 - g) Use the Player's best reasonable efforts to remain in school and to pursue an education while playing for the Club, it being understood that the OHL and its member Clubs promote and support the concept of players pursuing their educations to the maximum reasonable extent;
 - h) Adhere to the Canadian Hockey League's Drug Education and Anti-Doping Policy, a copy of which is available from the OHL;
 - i) Give full cooperation to the Enforcement Officer in connection with any Inquiry or investigation being conducted by the Enforcement Officer on behalf of the League;
 - j) Make promotional appearances representing the Club, the frequency, times and places of such appearances to be reasonably agreed upon by the Club and Player; and
 - k) Abide by the Standard Rules and Regulations as they pertain to all players of the Club, which may include, without

limitation, prohibition against the use of illegal drugs, abuse of alcohol, continued lateness at curfew, absence from school and leaving the Club without the Club's consent.

5. PUBLICITY

- 5.1 The Club recognizes that, except as contemplated hereby, the Club shall not restrict the Player in the personal use of the Player's Image.
- 5.2 The Club further recognizes that it does not have the right, except as contemplated hereby, to utilize the Player's Image in connection with committing the Player to any endorsements of particular products and / or services without the Player's prior consent, provided, however, that the Club may use the Player's Image as contemplated in this Agreement and to recognize the sponsor of any OHL, CHL or Club award of which the Player is the recipient.
- 5.3 The Player hereby assigns irrevocably to the Club and the OHL and any licensees of the Club and the OHL on a non-exclusive basis, all rights to the Player's name, image likeness, signature, statistical record and biographical information (collectively the Player's Image) and understands and accepts that the Club or the OHL may authorize, or otherwise license, any individual firm or corporation to take any pictures, films or any other images of the Player. The Player recognizes that all rights in such pictures, films and other images shall be the sole property of the Club or the OHL and that either the Club or the OHL may use or distribute such material in any manner as they see fit and that such use or distribution by the Club or the OHL may take place either during the Term or thereafter.
- 5.4 The Player further acknowledges and accepts that, in consideration of being permitted to play hockey in the OHL and in consideration of the benefits derived by the Player under this agreement, the Player hereby consents and agrees to the use by or on behalf of the OHL, the CHL and the Club and their agents, licensees, contractors, successors and assigns, of the Player's Image in connection with the manufacture, sale, distribution, marketing and advertising of souvenir material or memorabilia of the OHL, the CHL and the Club, including without limitation, hockey cards. In furtherance of the foregoing, the Player hereby agrees upon reasonable request, to pose in his hockey equipment from time-to-time for such photography sessions as may be required by or on behalf of the OHL, CHL or the Club in connection with such souvenir material and memorabilia.
- 5.5 It is acknowledged by the parties that the proceeds from the sale of souvenir materials and memorabilia shall be used, in part, to fund the educational payments and reimbursements of certain expenses set forth in the Schedules hereto.
- 5.6 The Player hereby agrees not to use the Player's Image in conjunction with the OHL's, the CHL's or the Club's logos, trademarks or copyrights except with the OHL's the CHL's and / or the Club's written authorization.

6. ACKNOWLEDGEMENT

- 6.1 The Player acknowledges that the Club's contributions under this agreement, including but not limited to educational payments, reimbursements of certain expenses, facilities, equipment, coaching, opportunities and

services are an essential part in the development of the Player's hockey skills and abilities. The Player further acknowledges that the Club's contribution is valuable to the Player in helping the Player prepare for sought after professional hockey positions.

7. MEDICAL EXAMINATION

- 7.1 The Player shall prior to the start of each hockey season at the option of the Club, either deliver to the Club a certificate from a medical doctor current-dated stating that the Player is fit to play hockey for the Club or attend before a medical doctor designated by the Club for a complete medical examination.

8. PHYSICAL CONDITION AND INJURY

- 8.1 If the Player is disabled or unable to perform under this agreement, the player shall submit himself for medical examination and treatment by a physician selected by the Club. When such examination and treatment is made at the request of the Club, it shall be at the Club's expense (unless made necessary by some act or conduct of the Player contrary to the terms and provisions of this agreement).
- 8.2 If the Player, in the sole judgment of the Club's physician is disabled or is not in good physical condition at the commencement of the season or at any subsequent time during the season so as to render him unfit to play skilled hockey, (unless such condition is the direct result of playing hockey for the Club), then it is mutually agreed that the Club shall have the right to suspend the Player for such period of disability or unfitness, and no reimbursements shall be payable for that period under this agreement.
- 8.3 If the Player is injured as a result of playing hockey for the Club, the Player shall fully utilize all insurance and medical benefits which the Player or his family has or to which he may be entitled. The Club shall take out and maintain for the benefit of the Player and the Player shall receive the appropriate benefit of the Hockey Canada National Comprehensive Insurance Programme, a summary of which shall be available from the Club or the OHL.
- 8.4 If the Player is injured as a direct result of playing for the Club, and the injury renders him, in the sole judgment of the Club's physician, unfit to play skilled hockey for the balance of the season or any part thereof, then, during such time as the Player is unfit, but in no event beyond the end of the season in which the injury occurred, the Club shall pay the Player the reimbursements of certain expenses as provided for in the Schedules hereto and the Player releases the Club from any and every additional obligation, liability, claim or demand whatsoever known or unknown.
- 8.5 If, upon joint consultation between the Player, the Club's physician and the Club's representative, they are unable to agree as to the physical fitness of the Player to return to play, the Player agrees to submit for examination by an independent medical specialist and the parties hereto agree to be bound by the decision of such independent specialist. If the Player is declared to be physically able to play and refuses to do so the Player shall be liable to immediate suspension without benefits.

9. RECOURSES OF THE CLUB

- 9.1 The Player acknowledges that the Player has exceptional and unique skill and ability as a hockey player and that the Player's performance to be rendered hereunder is of a special, unusual and extraordinary character and upon any

default of the Player of any obligations imposed under this agreement, damages will not be adequate or reasonable compensation at law for the Club and agrees therefore that the Club may, in addition to any other recourse for damages that it may have, obtain injunctive and other equitable relief to prevent a breach of this agreement by the Player, including the right to enjoin the Player from playing hockey for any amateur or professional club; provided that the Club recognizes the right of the Player to play in the National Hockey League ("NHL") pursuant to the NHL / CHL Agreement.

10. TRANSFERABILITY OF AGREEMENT

- 10.1 It is mutually agreed that the Club shall have the right to sign, exchange and transfer this agreement to any other OHL Club and the Player agrees to accept and be bound by such exchange, assignment or transfer and will faithfully perform and carry out this agreement with the same purpose and effect as if it had originally been entered into by the Player and such other Club. Such assignment, exchange or transfer may be by way of a transaction between Clubs or by way of a Player draft sanctioned by the OHL.
- 10.2 It is further mutually agreed that in the event that this agreement is assigned by the Club to another Club the Club shall, by notice in writing delivered personally to the Player or by mail to the address set out below the Player's signature, advise the Player of the name and address of the Club to which the Player has been assigned, specifying the time and place that the Player must report to such Club. If the Player fails to report to such other Club at the directed time the Player may be suspended by such other Club and no reimbursements or other financial benefits shall be payable to the Player during the period of such suspension.
- 10.3 When this agreement has been assigned, the Club or any Club to which the Player may be assigned shall pay the reasonable and necessary travel costs of the Player in reporting to the assignee Club.

11. TERMINATION BY PLAYER

- 11.1 If the Club is in default of any payments or other benefits rightfully due to the Player as provided in this Agreement or in performing any other of the Club's obligations under this agreement, the Player may by notice in writing to the Club and to the OHL specify the nature of the alleged default. If the default has not been remedied within fifteen (15) days from the receipt of such notice by the Club and the OHL, this agreement may be terminated by the Player by notice in writing to the Club and the OHL on the sixteenth (16th) day following the Club's receipt of such notice and all of the obligations of the parties shall cease, except for the obligation of the Club to pay the Player's educational payments and reimbursements of certain expenses to the date of termination.

12. TERMINATION BY THE CLUB

- 12.1 The Club may terminate the present Agreement (subject to paragraph 12.2) upon notice to the Player in any of the following cases:
- a) if the Player defaults, or refuses or neglects the Player's obligations agreed upon in this agreement;
 - b) if the Player defaults, or refuses or neglects to obey the rules established by the OHL or the Club concerning training and the conduct of Players;
 - c) if the Player fails, in the sole opinion of the Club, to

demonstrate sufficient skill and ability to deserve a position as a Player with the Club; or

- d) if the Player is expelled from the OHL or suspended by the OHL for a period of one year or more.
- 12.2 If the Club terminates this agreement pursuant to paragraph 12.1(c) and if the Player is attending a post-secondary educational institution at the time the Club terminates this agreement, the Club shall pay the Player's room and board until the end of the then current school semester on the condition that the Player cannot reasonably pursue the same studies at the place of the Player domicile. All other reimbursements of certain expenses and other obligations to the Player immediately cease upon the termination of this agreement by the Club.
- 12.3 After such termination as provided in paragraph 12.1, the Club acknowledges that the Player is free to enter other hockey player agreements with organizations other than the Club; provided however that the Player may not enter into a hockey player agreement with a CHL team other than the Club as long as the Player is included on the protected list of the Club in accordance with the OHL By-Laws.

13. LOSS OF FINANCIAL BENEFIT DURING SUSPENSION BY CLUB OR LEAGUE

- 13.1 In the event of the Player's suspension by the Club pursuant to any provision of this agreement, at the option of the Club, the Club may for the period of suspension withhold reimbursements that may otherwise be due to the Player under this Agreement.

14. LEAGUE CONSTITUTION AND BY-LAWS

- 14.1 The Club and Player severally and mutually promise and agree to be legally bound by all the terms and provisions of the Constitutions, By-Laws and Regulations of the OHL from time-to-time. A copy of such documents shall be open and available for inspection by the Club and Player at the main office of the OHL and at the main office of the Club.
- 14.2 The Club and the Player further agree that any unresolved dispute between the parties shall be referred to the Commissioner of the OHL within one year from the date such dispute arose for arbitration. The Commissioner's decision shall be accepted as final and binding by both parties.

15. APPROVAL BY OHL COMMISSIONER

- 15.1 This agreement, if not inconsistent with the OHL Constitution, By-Laws and Regulations, shall be valid and binding upon the Club and the Player immediately upon its execution. The Club agrees to file this agreement with the OHL Commissioner within ten (10) days after its execution.
- 15.2 If pursuant to the OHL Constitution, By-Laws or Regulations, the Commissioner disapproves this agreement within ten (10) days after its filing in his office (except if this agreement is filed in the month of July, in which case the agreement shall be deemed for the purposes hereof to be filed on August 1st), this agreement shall immediately terminate and be of no further effect and the Club and the Player shall be relieved of their respective rights and liabilities hereunder.

16. TOTAL AGREEMENT

- 16.1 The parties acknowledge that this agreement and Schedules "A", "B" and "C" attached hereto fully set forth all understandings and agreements between them and agree

that no other understandings or agreements, whether heretofore or hereafter made, shall be valid, recognizable or of any effect whatsoever unless executed by the Player and an authorized representative of the Club and filed with the OHL in accordance with the then current OHL Constitution, By-Laws and Regulations.

17. GOVERNING LAW

- 17.1 This agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the parties hereby attorn to the jurisdiction of the courts of the Province of Ontario.

18. HEADINGS

- 18.1 The headings in this Agreement are for ease of reference only and shall not affect its interpretation.

19. SEVERABILITY

- 19.1 If any provision of this Agreement be determined to be unenforceable, the invalidity in whole or in part of any such provision shall not affect the remaining provisions of this Agreement which shall continue in full force and effect. Waiver by either party of any such provision of this Agreement shall not constitute a waiver as to any other instances, and any such waiver shall be in writing.

20. ASSIGNABILITY

- 20.1 Subject to Clause 10 of this Agreement, the rights conferred by the Agreement cannot be assigned, in whole or in part, without the written consent of the other party, which consent can be refused in the sole discretion of the other party.

EXECUTION BY PARTIES

IN WITNESS WHEREOF, the parties hereto have signed and set their seals hereunto this _____ day of _____, 20_____.

SIGNED SEALED AND DELIVERED IN THE

PRESENCE OF Name of Club

Witness By: Authorized Signing Officer

(Title: _____)

Signature of Player

Home Address of Player

Date of Birth of Player

Player's Social Insurance Number

ACKNOWLEDGMENT OF PARENT OR GUARDIAN OF PLAYER

I/We, _____,
parent(s) or guardian(s) of _____
(the "Player") a Player signing the Standard Player Agreement
with the Ontario Hockey League Club _____
(the "Club") hereby acknowledge that:

1. This acknowledgement does not form part of the Standard Player Agreement, but is merely related thereto.
2. I / We have read and understand the terms and conditions contained in the Standard Player Agreement.
3. I / We have no objection to the Player agreeing to the terms and conditions of the Standard Player Agreement.
4. I / We acknowledge that the Club's contributions under the Standard Player Agreement, including but not limited to monies, facilities, equipment, coaching, opportunities, and services are an essential part in the development of the Player's hockey skills and abilities, and that the Club is making a valuable contribution to the Player in helping him to prepare for sought-after professional hockey positions.
5. After due deliberation and having sought whatever advice I / We deem appropriate, I / We acknowledge that the Standard Player Agreement being signed by the Player is, all things considered, for the benefit of the Player and I/We approve of it.

_____ Witness	_____ (Signature of Parent or Guardian)
_____ Witness	_____ (Signature of Parent or Guardian)
_____ Date	_____ Home address of Parent/Guardian

NOTE: Agreement must be filed with either Certificate or Independent Legal Advice or Waiver.

CERTIFICATE OF INDEPENDENT LEGAL ADVICE

I, _____ a
member of the bar of the Province / State of _____,
hereby acknowledge that:

1. I have been consulted by _____
(Player's name) as to the advisability of his signing this Standard Player Agreement.
2. I am not acting in any way on behalf of the Club or the OHL and am consulted by the Player and have advised him independently of the OHL, the Club or their officers and employees. I have placed the Player's position and the consequences of his signing this Standard Player Agreement fully and plainly before the Player and the Player declared that the Player fully understood the nature and effect of the said Standard Player Agreement and acknowledged that the player is executing it freely and voluntarily and as the Player's own act and deed without any fear, threat, influence or compulsion of, from or by the OHL, the Club, or their officers and employees.

(Signature of Lawyer)

WAIVER

The Player acknowledges that the Player has been advised that the Player should obtain independent legal advice. The Player has decided not to obtain this advice. In arriving at this decision, the Player has not been subjected to any duress or influence on the part of the Club or the OHL.

Witness (Signature of Player)

APPROVAL BY COMMISSIONER

I hereby certify that I have, on this date, received, examined, approved and noted on record the within agreement and that it is in regular form.

Dated at _____ this _____ day of _____, 20____.

Commissioner
Of the Ontario Hockey League

SCHEDULE A**1. REIMBURSEMENTS**

- 1.1 The Club shall pay (in the currency of the country in which the Club is situated) to the Player, the following reimbursements of certain of the Player's expenses and honoraria under this Agreement

Season	Amount	Timing of Payment

The Player understands that the list of the player's expenses may be subject to review.

- 1.2 Payment of the reimbursement of certain expenses to the Player shall be made from commencement of Training Camp. Payments of reimbursements of certain expenses shall continue for the season and the playoffs and shall end on the date of the last scheduled game of the Club. If the Player is not required for the entire period of the regular schedule and playoffs, the partial reimbursement of expenses need not be paid for the period during which such duties are not required.

- 1.3 In addition, during the term, the Club shall pay to or on behalf of the Player the following:

- a) room and board for the Player in each year of this Agreement from the commencement of Training Camp until the completion of the Club's schedule, including playoffs; or at the Player's option, to the end of the school year if the Player continues to reside in the community and attend school as a full time student in the community in which the team plays; provided that the Club's responsibility for room and board terminates at the completion of the playing season including playoffs for the Club if the Player decides to return to the Player's Parent's home, or another community to complete schooling;
- b) Reasonable traveling, lodging and meal expenses for the Player while traveling on the road for the Club in other than the Club's home municipality; and
- c) The cost of maintaining for the Player the benefits of the Hockey Canada National Comprehensive Insurance Programme, a summary of which shall be available from the Club or the OHL;
- d) the Player's reasonable and approved transportation costs each year for reporting to Training Camp from the Player's home, to and from the Player's home for the Christmas Break, and to the Player's home at the conclusion of the Player's academic year, or athletic year with the Club, which ever is later; provided that the Club shall also pay all approved transportation costs for any travel required at the Club's request to and from the Player's home for any other events or appearances;
- e) all reasonable medical and dental fees in accordance with the National Insurance Program as provided in the Hockey Canada National Insurance Policy while the player is playing for the Club that are not covered by any parental or

personal medical, dental or eye care plans that may be in effect, excluding, however, the cost of prescription eye glasses;

- f) reimbursements of certain expenses against receipts provided under the terms of the Ontario Hockey League Standard Players Agreement and such other standard additional reimbursements of certain expenses as are provided to the other members of the Club including, without limiting the foregoing, the maximum monthly reimbursement of Four Hundred and Seventy Dollars (\$470.00), save and except an overage player who will be entitled to receive a maximum monthly reimbursement of Nine Hundred Dollars (\$900.00) from the commencement of Training Camp until the conclusion of the Club's schedule, including the playoffs; and
- g) payment of the annual premium for providing 24 hour, 12 month, on or off ice, Career-Ending Insurance that shall provide coverage to the player in the event that the player suffers an injury which prevents the player from pursuing a professional hockey career. The annual premium payment for such policy will not exceed \$500.00 and shall be made by the Club to the parents, who shall in turn be responsible for arranging or placing the policy with an insurance carrier of their choice on behalf of the Player, with such policy naming the Player as beneficiary. The Club agrees to reimburse the parents for the cost of such insurance policy up to a maximum of \$500.00 upon receipt of documentation on an annual basis, satisfactory to the Club, confirming the amount of such premium, and the fact that the insurance coverage has been secured.

2. OBLIGATION TO PLAYER DEVELOPMENT: DUTIES OF THE CLUB

- 2.1 The Club agrees to provide the Player with:
- a) training facilities and full playing equipment, including sticks and skates of the Player's choice within the Canadian Hockey League Licensed Supplier Agreements ;
 - b) professional training, including supervised training periods and coaching in the fundamentals of hockey;
 - c) subject to the Club's evaluation and determination of its needs and the extent to which the talent of the Player suits those needs, the opportunity to demonstrate the Player's talent and playing abilities to the public, the media, professional coaches or scouts;
 - d) an opportunity to initiate a hockey career (at the end of his junior experience) by making all relevant data, information and / or statistics about the Player available to professional hockey organizations or others who may indicate an interest in the Player's career;
 - e) appropriate medical supervision for games in which the Player participates on behalf of the Club; and
 - f) eligibility for up to One Thousand Dollars (\$1,000.00) per year in reimbursements for the cost of the Player's off-season training/development program against documented receipts in accordance with the OHL policy.

3. PLAYER HONORARIUM BASED ON TEAM PERFORMANCE

- 3.1 The Club shall pay to the Player, in the currency of the country in which the Club is situated, the following standard Player honorarium:
- i) each Player is to be paid One Hundred Dollars (\$100.00) if the Player's team wins the first round of the playoffs;
 - ii) each Player is to be paid an additional One Hundred and Fifty Dollars (\$150.00) if the Player's team wins the second round of the playoffs;
 - iii) each Player to be paid an additional Three Hundred Dollars (\$300.00) if the Player's team wins the third round of the playoffs; and
 - iv) each Player is to be paid an additional Four Hundred and Fifty Dollars (\$450.00) if his team wins the fourth round of the playoffs.

SCHEDULE B



SCHEDULE "B" TO THE ONTARIO HOCKEY LEAGUE

STANDARD PLAYER AGREEMENT (THE EDUCATION PACKAGE FOR BOOKS, TUITION AND COMPULSORY FEES)

THIS AGREEMENT MADE IN TRIPLICATE THIS _____ DAY OF _____, 20__.

AMONG:

(Hereinafter called the "CLUB")

OF THE FIRST PART

AND:

(hereinafter called the "PLAYER")

OF THE SECOND PART

AND:

(hereinafter called the "PARENTS")

1.00 WHEREAS:

1.01 WHEREAS the Club is a registered Major Junior "A" Hockey Club playing in the Ontario Hockey League and operating out of the City of _____, in the Province/State of _____.

1.02 AND WHEREAS the Player is an amateur athlete who has exhibited exceptional hockey skills;

1.03 AND WHEREAS the Club wishes to encourage further education, training and advancement for the Player while he is playing hockey for the Club;

1.04 AND WHEREAS the Club is desirous of the Player playing for the Club and requires the Player to be registered to a Hockey Canada Playing Card (the "CARD") with the Club or affiliate card and an Ontario Hockey League Standard Player Agreement (The "SPA");

1.05 AND WHEREAS by being registered to the Card and playing with the Club, the Player will be foregoing certain opportunities to obtain athletic scholarships and other educational funding for his post secondary education;

1.06 AND WHEREAS the Player may suffer an injury during the currency of that agreement which prevents the Player from pursuing a professional hockey career or may choose not to pursue a professional hockey career;

- 1.07 AND WHEREAS the Club, the Player and the Parents have reached an agreement with respect to educational training and advancement for the Player while he is playing for the Club;
- 1.08 AND WHEREAS the Player wishes to play hockey for the Club and the Club wishes that the Player plays hockey for the Club in accordance with the terms hereof;
- 1.09 AND WHEREAS the Club wishes to encourage the Player to continue the Player's education, complete high school and commence the first year of post-secondary education while developing hockey skills and being trained in hockey with the Club.

NOW THEREFORE THIS AGREEMENT WITNESSED that in consideration of the covenants, terms, conditions and provisions herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged by each of the parties, the parties hereto agree as follows:

ARTICLE 2.00

The Player covenants and agrees:

- 2.01 to be registered on a Hockey Canada - Ontario Hockey League Major Junior Playing Card (the "CARD") or affiliate card, with the Club upon presentation of same to the Player by the Club;
- 2.02 the Player has signed the Ontario Hockey League Standard Player Agreement to which this Schedule "B" has been attached;
- 2.03 the obligations of the Club under this Schedule "B" are subject to compliance by the Player with the obligations imposed on the Player pursuant to this Schedule "B";
- 2.04 to continue the Player's education throughout the Player's OHL experience which will include a minimum of two credits per school term passed and completed while in high school, and a minimum of one college or university or certified trade school course while attending a post secondary institution. The Player will allow the Club to monitor the Player's progress.

ARTICLE 3.00

The Parents covenant and agree as follows:

- 3.01 to encourage the Player to report to Training Camp in sound and good health during each year of the Player's obligation to play for the Club;
- 3.02 to permit the Player to sign an Ontario Hockey League Standard Player Agreement Form and approve the contents of such Agreement; and
- 3.03 to permit the Player to be registered to a Hockey Canada Playing Card or affiliate card with the Club

ARTICLE 4.00

The Club covenants and agrees as follows:

- 4.01 the Club and the Player have entered into a Ontario Hockey League Standard Form Player Agreement;

- 4.02 to register the Player to a Hockey Canada Playing Card;
- 4.03 to pay for all applicable tuition fees and books for the Player while attending high school, college or university or a certified trade school courses while playing for the Club, providing the Player maintains reasonable attendance and successfully completes his courses with passing grades;
- 4.04 to provide the Player with access to the Club's academic advisor throughout the course of the season, school year and summer, if necessary; and
- 4.05 to provide for the payment for an academic tutor, chosen by the Club, during the hockey season, and until the conclusion of the school year, if a tutor is reasonably necessary due to the demands of the Player's hockey schedule.

ARTICLE 5.00 EDUCATION PACKAGE

- 5.01 Subject to the terms and conditions herein, at the conclusion of the Player's Ontario Hockey League experience, including the overage year if such option is exercised by the Club, the Club shall contribute to the Player's post secondary education costs at a recognized University, College or certified trade school, including fire-fighting, police academy, EMS, etc., on the following terms and conditions:
 - a) the Club shall contribute in U.S. or Canadian funds (depending on the country in which the Players' parents are domiciled at the time of signing the Ontario Hockey League Standard Player Agreement), for each Complete Season the Player plays with the Club, towards the completion of a General Arts, General Science and /or General Studies undergraduate degree, diploma or trade certificate, which payment shall be applied to the costs of tuition, books and compulsory fees for one academic year according to the University / College or State University tariff closest to the domicile of the parents at the time of signing of the OHL Standard Player Agreement, being _____ (Name of School), up to a maximum of \$ _____ per academic year. It is expressly understood and agreed that the Club's contribution for each academic year shall be restricted to the payment of tuition, books, and compulsory fees and shall not exceed the above-noted amount in any single academic year unless otherwise stipulated herein.
 - b) It is understood and agreed that, for the purpose of paragraph 2.01 (a) herein, a Player who has signed and registered an Ontario Hockey League Standard Player Agreement is deemed to have completed a "Complete Season" if the Player appears in a regular season game for any OHL Club on or after January 10th in that season in order for the Player to receive full entitlement to the Club's annual education payment for such season. If the Player who has signed and registered an Ontario Hockey League Standard Player Agreement appears in a regular season game for any OHL Club in a season prior to January 10th but does not appear in a regular season game on or after January 10th in that season, such Player shall receive entitlement to an amount equal to 50 percent of the amount set out in paragraph 5.01 (a) herein;
 - c) Such payments shall be made by the OHL Central Scholarship Registry directly to the educational institution in question, upon presentation by the Player of documentation satisfactory to the League confirming the Player's acceptance or enrolment in the institution and upon the Player providing billing or other written documentation satisfactory to the League confirming the cost of books, tuition fees, and compulsory fees (compulsory fees being fees that are necessary for the student to enrol in and successfully complete academic studies and shall exclude any medical and / or dental insurance fees.
 - d) In order to receive the education payments referred to herein, the Player must initially qualify academically for the institution in question and must remain academically qualified throughout the period of his enrolment. The Player must also be enrolled on a full-time basis and must

remain enrolled on a full time basis for consecutive years, terms or semesters, in order to maintain the Player's eligibility for the education payments from the Club. It is understood and agreed that the Player shall not be entitled to receive payment for any course(s) that the Player does not satisfactorily complete (passing grade as defined by the institution). It is further understood and agreed that the Player may interrupt the Player's full time studies to seek summer employment, or to participate in career related work terms required and approved of by the educational institution in question;

- e) In order to receive the education payments, the Player must enrol in a post secondary educational institution and commence attending classes no later than eighteen (18) months following completion of his OHL eligibility including his overage year, failing which the Club will have no further obligations to the Player with regard to the education payments;
- f) Once the Player commences his post secondary education, the Player cannot take a leave of absence from school except for medical reason (doctor's medical report required) and must maintain full time student status, subject only to summer employment as referred to above;
- g) It is further understood and agreed that the Player's entitlement to the payments set out in paragraph 5.01 (a) may not be assigned or transferred by the player in whole or in part to any other individual, and that the Club's obligations will cease altogether once the Player completes his undergraduate degree, diploma or trade certificate. It is further understood and agreed that the Club may transfer the education package to another team in the League in conjunction with the transfer of the playing rights with respect to the Player.

5.02 All parties hereto covenant and agree that, in the event the Player signs a professional contract (as opposed to a try out contract only) with a team in the National Hockey League, the Club is no longer responsible for its obligations under paragraph 5.01 (a) herein.

ARTICLE 6.00 GENERAL

- 6.01 The Player and Parents agree that the terms of this Schedule "B" shall at all times remain strictly confidential, and will not be disclosed in any fashion whatsoever to any other Player, Parent, or prospective player or his parents, or their agents or representatives. Failure to abide by the terms of this paragraph will render the Club's obligations herein null and void, resulting in the loss of all benefits to the Player. It is understood, however, that the Player and Parents are permitted to make reasonable disclosure of the terms herein for the limited purpose of seeking advice from the Player's agent, legal advisor or financial advisor, provided such advisors also agree to respect and abide by the confidentiality of the terms contained herein.
- 6.02 The Player and Parents agree that if the Player and/or any family member should receive any benefit from the Club aside from any and all of those benefits outlined in the Ontario Hockey League Standard Player Agreement and the Schedules to such Agreement, then such Player and his family shall lose any and all benefits that they would otherwise be entitled to under the Ontario Hockey League Standard Player Agreement and the Schedules thereto.
- 6.03 This Agreement shall be interpreted in accordance with the laws of the Province of Ontario and parties submit to the jurisdiction in the county or judicial district where the Club is situate of the courts of the Province of Ontario, in the event of a dispute.

AGREED TO IN THE PRESENCE OF:

WITNESS

HOCKEY CLUB

WITNESS

PLAYER

WITNESS

PARENT

WITNESS

PARENT



SCHEDULE "B" TO THE ONTARIO HOCKEY LEAGUE

STANDARD PLAYER AGREEMENT (THE FULL RIDE EDUCATION PACKAGE)

THIS AGREEMENT MADE IN TRIPLICATE THIS _____ DAY OF _____, 20__.

AMONG:

(Hereinafter called the "CLUB")

OF THE FIRST PART

AND:

(hereinafter called the "PLAYER")

OF THE SECOND PART

AND:

(hereinafter called the "PARENTS")

- 1.00 WHEREAS:
- 1.01 WHEREAS the Club is a registered Major Junior "A" Hockey Club playing in the Ontario Hockey League and operating out of the City of _____, in the Province/State of _____.
- 1.02 AND WHEREAS the Player is an amateur athlete who has exhibited exceptional hockey skills;
- 1.03 AND WHEREAS the Club wishes to encourage further education, training and advancement for the Player while he is playing hockey for the Club;
- 1.04 AND WHEREAS the Club is desirous of the Player playing for the Club and requires the Player to be registered to a Hockey Canada Playing Card (the "CARD") with the Club or affiliate card and an Ontario Hockey League Standard Players Agreement (The "SPA");
- 1.05 AND WHEREAS by being registered to the Card and playing with the Club, the Player will be foregoing certain opportunities to obtain athletic scholarships and other educational funding for his post secondary education;
- 1.06 AND WHEREAS the Player may suffer an injury during the currency of that agreement which prevents the Player from pursuing a professional hockey career or may choose not to pursue a professional hockey career;

- 1.07 AND WHEREAS the Club, the Player and the Parents have reached an Agreement with respect to educational training and advancement for the Player while he is playing for the Club;
- 1.08 AND WHEREAS the Player wishes to play hockey for the Club and the Club wishes that the Player plays hockey for the Club in accordance with the terms hereof;
- 1.09 AND WHEREAS the Club wishes to encourage the Player to continue the Player's education, complete high school and commence the first year of post-secondary education while developing hockey skills and being trained in hockey with the Club.

NOW THEREFORE THIS AGREEMENT WITNESSED that in consideration of the covenants, terms, conditions and provisions herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged by each of the parties, the parties hereto agree as follows:

ARTICLE 2.00

The Player covenants and agrees:

- 2.01 to be registered on a Hockey Canada - Ontario Hockey League Major Junior Playing Card (the "CARD") or affiliate card, with the Club upon presentation of same to the Player by the Club;
- 2.02 the Player has signed the Ontario Hockey League Standard Player Agreement to which this Schedule "B" has been attached;
- 2.03 the obligations of the Club under this Schedule "B" are subject to compliance by the Player with the obligations imposed on the Player pursuant to this Schedule "B";
- 2.04 to continue the Player's education throughout the Player's OHL experience which will include a minimum of two credits per school term passed and completed while in high school, and a minimum of one college or university or certified trade school course while attending a post secondary institution. The Player will allow the Club to monitor the Player's progress.

ARTICLE 3.00

The Parents covenant and agree as follows:

- 3.01 to encourage the Player to report to Training Camp in sound and good health during each year of the Player's obligation to play for the Club;
- 3.02 to permit the Player to sign an Ontario Hockey League Standard Player Agreement Form and approve the contents of such Agreement; and
- 3.03 to permit the Player to be registered to a Hockey Canada Playing Card or affiliate card with the Club.

ARTICLE 4.00

The Club covenants and agrees as follows:

- 4.01 the Club and the Player have entered into an Ontario Hockey League Standard Form Player Agreement;
- 4.02 to register the Player to a Hockey Canada Playing Card;

- 4.03 to pay for all applicable tuition fees and books for the Player while attending high school, college or university or a certified trade school courses while playing for the Club, providing the Player maintains reasonable attendance and successfully completes his courses with passing grades;
- 4.04 to provide the Player with access to the Club's academic advisor throughout the course of the season, school year and summer, if necessary; and
- 4.05 to provide for the payment for an academic tutor, chosen by the Club, during the hockey season, and until the conclusion of the school year, if a tutor is reasonably necessary due to the demands of the Player's hockey schedule.

ARTICLE 5.00 EDUCATION PACKAGE

- 5.01 Subject to the terms and conditions herein, at the conclusion of the Player's Ontario Hockey League experience, including the overage year if such option is exercised by the Club, the Club shall contribute to the Player's post secondary education costs at a recognized University, College or certified trade school, including fire-fighting, police academy, EMS, etc., on the following terms and conditions:
 - a) the Club shall contribute in U.S. or Canadian funds (depending on the country in which the Players' parents are domiciled at the time of signing the Ontario Hockey League Standard Player Agreement), for each Complete Season the Player plays with the Club, towards the completion of an General arts, General science and / or General studies undergraduate degree, diploma or trade certificate, which payment shall be applied to the costs of tuition, books, room and board and compulsory fees (Full Ride) for one academic year according to the University / College or State University tariff closest to the domicile of the parents at the time of signing of the OHL Standard Player Agreement, being _____ (Name of School), up to a maximum of \$ _____ per academic year. It is expressly understood and agreed that the Club's contribution for each academic year shall be restricted to the payment of tuition, books, room and board and compulsory fees and shall not exceed the above-noted amount in any single academic year unless otherwise stipulated herein. It is further understood that for a Player living at home or in non-resident housing and attending University / College, at no time shall the payment to the Player for room and board exceed the dollar amount charged by the school that the Player is attending.
 - b) It is understood and agreed that, for the purpose of paragraph 2.01 (a) herein, a Player who has signed and registered an Ontario Hockey League Standard Player Agreement is deemed to have completed a "Complete Season" if the Player appears in a regular season game for any OHL Club on or after January 10th in that season in order for the Player to receive full entitlement to the Club's annual education payment for such season. If the Player who has signed and registered an Ontario Hockey League Standard Player Agreement appears in a regular season game for any OHL Club in a season prior to January 10th but does not appear in a regular season game on or after January 10th in that season, such Player shall receive entitlement to an amount equal to 50 percent of the amount set out in paragraph 5.01 (a) herein;
 - c) Such payments shall be made by the OHL Central Scholarship Registry directly to the educational institution in question, upon presentation by the Player of documentation satisfactory to the League confirming the Player's acceptance or enrolment in the institution and upon the Player providing billing or other written documentation satisfactory to the League confirming the cost of books, tuition fees, room and board costs and compulsory fees (compulsory fees being fees that are necessary for the student to enrol in and successfully complete academic studies and shall exclude any medical and / or dental insurance fees.

- d) In order to receive the education payments referred to herein, the Player must initially qualify academically for the institution in question and must remain academically qualified throughout the period of his enrolment. The Player must also be enrolled on a full-time basis and must remain enrolled on a full time basis for consecutive years, terms or semesters, in order to maintain the Player's eligibility for the education payments from the Club. It is understood and agreed that the Player shall not be entitled to receive payment for any course(s) that the Player does not satisfactorily complete (passing grade as defined by the institution). It is further understood and agreed that the Player may interrupt the Player's full time studies to seek summer employment, or to participate in career related work terms required and approved of by the educational institution in question;
- e) In order to receive the education payments, the Player must enrol in a post secondary educational institution and commence attending classes no later than eighteen (18) months following completion of his major junior eligibility including his overage year, failing which the Club will have no further obligations to the Player with regard to the education payments;
- f) Once the Player commences his post secondary education, the Player cannot take a leave of absence from school except for medical reason (doctor's medical report required) and must maintain full time student status, subject only to summer employment as referred to above;
- g) It is further understood and agreed that the Player's entitlement to the payments set out in paragraph 5.01 (a) may not be assigned or transferred by the player in whole or in part to any other individual, and that the Club's obligations will cease altogether once the Player completes his undergraduate degree, diploma or trade certificate. It is further understood and agreed that the Club may transfer the education package to another team in the League in conjunction with the transfer of the playing rights with respect to the Player.

5.02 All parties hereto covenant and agree that, in the event the Player signs a professional contract (as opposed to a try out contract only) with a team in the National Hockey League, the Club is no longer responsible for its obligations under paragraph 5.01 (a) herein.

ARTICLE 6.00 GENERAL

6.01 The Player and Parents agree that the terms of this Schedule "B" shall at all times remain strictly confidential, and will not be disclosed in any fashion whatsoever to any other Player, Parent, or prospective player or his parents, or their agents or representatives. Failure to abide by the terms of this paragraph will render the Club's obligations herein null and void, resulting in the loss of all benefits to the Player. It is understood, however, that the Player and Parents are permitted to make reasonable disclosure of the terms herein for the limited purpose of seeking advice from the Player's agent, legal advisor or financial advisor, provided such advisors also agree to respect and abide by the confidentiality of the terms contained herein.

6.02 The Player and Parents agree that if the Player and/or any family member should receive any benefit from the Club aside from any and all of those benefits outlined in the Ontario Hockey League Standard Players Agreement and the Schedules to such Agreement, then such Player and his family shall lose any and all benefits that they would otherwise be entitled to under the Ontario Hockey League Standard Players Agreement and the Schedules thereto.

6.03 This Agreement shall be interpreted in accordance with the laws of the Province of Ontario and parties submit to the jurisdiction in the county or judicial district where the Club is situate of the courts of the Province of Ontario, in the event of a dispute.

AGREED TO IN THE PRESENCE OF:

WITNESS

HOCKEY CLUB

WITNESS

PLAYER

WITNESS

PARENT

WITNESS

PARENT



SCHEDULE "B" TO THE ONTARIO HOCKEY LEAGUE (IMPORT PLAYER)

STANDARD PLAYER AGREEMENT (THE EDUCATION PACKAGE FOR BOOKS, TUITION AND COMPULSORY FEES)

THIS AGREEMENT MADE IN TRIPLICATE THIS _____ DAY OF _____, 20__.

AMONG:

(Hereinafter called the "CLUB")

OF THE FIRST PART

AND:

(hereinafter called the "PLAYER")

OF THE SECOND PART

AND:

(hereinafter called the "PARENTS")

1.00 WHEREAS:

1.01 WHEREAS the Club is a registered Major Junior "A" Hockey Club playing in the Ontario Hockey League and operating out of the City of _____, in the Province/State of _____.

1.02 AND WHEREAS the Player is an amateur athlete who has exhibited exceptional hockey skills;

1.03 AND WHEREAS the Club wishes to encourage further education, training and advancement for the Player while he is playing hockey for the Club;

1.04 AND WHEREAS the Club is desirous of the Player playing for the Club and requires the Player to be registered to a Hockey Canada Playing Card (the "CARD") with the Club and an Ontario Hockey League Standard Players Agreement;

1.05 AND WHEREAS by being registered to the Card and playing with the Club, the Player will be foregoing certain opportunities to obtain athletic scholarships and other educational funding for his post secondary education;

1.06 AND WHEREAS the Player may suffer an injury during the currency of that agreement which prevents the Player from pursuing a professional hockey career or may choose not to pursue a professional hockey career;

1.07 AND WHEREAS the Club, the Player and the Parents have reached an Agreement with respect to educational training and advancement for the Player while he is playing for the Club;

1.08 AND WHEREAS the Player wishes to play hockey for the Club and the Club wishes that the Player plays hockey for the Club in accordance with the terms hereof;

1.09 AND WHEREAS the Club wishes to encourage the Player to continue the Player's education, complete high school and commence the first year of post-secondary education while developing hockey skills and being trained in hockey with the Club.

NOW THEREFORE THIS AGREEMENT WITNESSED that in consideration of the covenants, terms, conditions and provisions herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged by each of the parties, the parties hereto agree as follows:

ARTICLE 2.00

The Player covenants and agrees:

2.01 to be registered on a Hockey Canada - Ontario Hockey League Major Junior Playing Card (the "CARD"), with the Club upon presentation of same to the Player by the Club;

2.02 the Player has signed the Ontario Hockey League Standard Player Agreement to which this Schedule "B" has been attached;

2.03 the obligations of the Club under this Schedule "B" are subject to compliance by the Player with the obligations imposed on the Player pursuant to this Schedule "B";

2.04 to continue the Player's education throughout the Player's OHL experience which will include a minimum of two credits per school term passed and completed while in highschool, and a minimum of one college or university or certified trade school course while attending a post secondary institution. The Player will allow the Club to monitor the Player's progress.

ARTICLE 3.00

The Parents covenant and agree as follows:

3.01 to encourage the Player to report to Training Camp in sound and good health during each year of the Player's obligation to play for the Club;

3.02 to permit the Player to sign an Ontario Hockey League Standard Player Agreement Form and approve the contents of such Agreement; and

3.03 to permit the Player to be registered to a Hockey Canada Playing Card with the Club

ARTICLE 4.00

The Club covenants and agrees as follows:

4.01 the Club and the Player have entered into a Ontario Hockey League Standard Form Player Agreement;

4.02 to register the Player to a Hockey Canada Playing Card;

4.03 to pay for all applicable tuition fees and books for the Player while attending high school, college or university or a certified trade school courses while playing for the Club, providing the Player maintains reasonable attendance and successfully completes his courses with passing grades;

4.04 to provide the Player with access to the Club's academic advisor throughout the course of the season, school year and summer, if necessary; and

- 4.05 to provide for the payment for an academic tutor, chosen by the Club, during the hockey season, and until the conclusion of the school year, if a tutor is reasonably necessary due to the demands of the Player's hockey schedule.

ARTICLE 5.00 EDUCATION PACKAGE

- 5.01 Subject to the terms and conditions herein, at the conclusion of the Player's Ontario Hockey League experience including the overage year if such option is exercised by the Club, the Club shall contribute to the Player's post secondary education costs at a recognized University, College or certified trade school, including fire-fighting, police academy, EMS, etc., on the following terms and conditions:
- a) the Club shall contribute in U.S. or Canadian funds (depending on the country in which the OHL member Team is based at the time of signing the Ontario Hockey League Standard Player Agreement), for each Complete Season the Player plays with the Club, towards the completion of a General Arts, General Science and /or General Studies undergraduate degree, diploma or trade certificate, which payment shall be applied to the actual costs of tuition(exclusive of any International student fees), books and compulsory fees for one academic year according to the University / College or State University tariff closest to the OHL Member Team at the time of signing of the OHL Standard Player Agreement, being _____(Name of School), up to a maximum of \$ _____ per academic year. It is expressly understood and agreed that the Club's contribution for each academic year shall be restricted to the payment of tuition, books, and compulsory fees and shall not exceed the above-noted amount in any single academic year unless otherwise stipulated herein.
 - b) It is understood and agreed that, for the purpose of paragraph 2.01 (a) herein, a Player who has signed and registered an Ontario Hockey League Standard Player Agreement is deemed to have completed a "Complete Season" if the Player appears in a regular season game for any OHL Club on or after January 10th in that season in order for the Player to receive full entitlement to the Club's annual education payment for such season. If the Player who has signed and registered an Ontario Hockey League Standard Player Agreement appears in a regular season game for any OHL Club in a season prior to January 10th but does not appear in a regular season game on or after January 10th in that season, such Player shall receive entitlement to an amount equal to 50 percent of the amount set out in paragraph 5.01 (a) herein;
 - c) Such payments shall be made by the OHL Central Scholarship Registry directly to the educational institution in question, upon presentation by the Player of documentation satisfactory to the League confirming the Player's acceptance or enrolment in the institution and upon the Player providing billing or other written documentation satisfactory to the League confirming the cost of books, tuition fees, and compulsory fees (compulsory fees being fees that are necessary for the student to enrol in and successfully complete academic studies and shall exclude any medical, dental insurance or International student fees.
 - d) In order to receive the education payments referred to herein, the Player must initially qualify academically for the institution in question and must remain academically qualified throughout the period of his enrolment. The Player must also be enrolled on a full-time basis and must remain enrolled on a full time basis for consecutive years, terms or semesters, in order to maintain the Player's eligibility for the education payments from the Club. It is understood and agreed that the Player shall not be entitled to receive payment for any course(s) that the Player does not satisfactorily complete (passing grade as defined by the institution). It is further understood and agreed that the Player may interrupt the Player's full time studies to seek summer employment, or to participate in career related work terms required and approved of by the educational institution in question;

- e) In order to receive the education payments, the Player must enrol in a post secondary educational institution and commence attending classes no later than eighteen (18) months following completion of his OHL eligibility, including his overage year, failing which the Club will have no further obligations to the Player with regard to the education payments;
- f) Once the Player commences his post secondary education, the Player cannot take a leave of absence from school except for medical reason (doctor's medical report required) and must maintain full time student status, subject only to summer employment as referred to above;
- g) It is further understood and agreed that the Player's entitlement to the payments set out in paragraph 5.01 (a) may not be assigned or transferred by the player in whole or in part to any other individual, and that the Club's obligations will cease altogether once the Player completes his undergraduate degree, diploma or trade certificate. It is further understood and agreed that the Club may transfer the education package to another team in the League in conjunction with the transfer of the playing rights with respect to the Player.

5.02 All parties hereto covenant and agree that, in the event the Player signs a professional contract (as opposed to a try out contract only) with a team in the National Hockey League, the Club is no longer responsible for its obligations under paragraph 5.01 (a) herein.

ARTICLE 6.00 GENERAL

- 6.01 The Player and Parents agree that the terms of this Schedule "B" shall at all times remain strictly confidential, and will not be disclosed in any fashion whatsoever to any other Player, Parent, or prospective player or his parents, or their agents or representatives. Failure to abide by the terms of this paragraph will render the Club's obligations herein null and void, resulting in the loss of all benefits to the Player. It is understood, however, that the Player and Parents are permitted to make reasonable disclosure of the terms herein for the limited purpose of seeking advice from the Player's agent, legal advisor or financial advisor, provided such advisors also agree to respect and abide by the confidentiality of the terms contained herein.
- 6.02 The Player and Parents agree that if the Player and/or any family member should receive any benefit from the Club aside from any and all of those benefits outlined in the Ontario Hockey League Standard Players Agreement and the Schedules to such Agreement, then such Player and his family shall lose any and all benefits that they would otherwise be entitled to under the OHL Standard Players Agreement and the Schedules thereto.
- 6.03 This Agreement shall be interpreted in accordance with the laws of the Province of Ontario and parties submit to the jurisdiction in the county or judicial district where the Club is situate of the courts of the Province of Ontario, in the event of a dispute.

AGREED TO IN THE PRESENCE OF:

WITNESS

HOCKEY CLUB

WITNESS

PLAYER

WITNESS

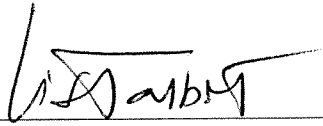
PARENT

WITNESS

PARENT

II

This is Exhibit "II" referred to
in the affidavit of David E. Branch,
sworn before me, this 23rd day of
December, 2015

A handwritten signature in black ink, appearing to read "L. J. [unclear]", written over a horizontal line.

A commissioner, etc.

IMPORTANT NOTICE TO PLAYER

This agreement imposes obligations upon you and confers to you certain benefits.

1. Before signing this agreement you should:
 - a) obtain independent legal advice to enable you to fully understand and appreciate your rights and obligations under this agreement; and
 - b) make sure that all terms and conditions agreed upon by you and the Ontario Hockey League Club are reduced to writing and contained in this agreement.
2. The Ontario Hockey League will only approve agreements which are:
 - a) written on its standard agreement form;
 - b) signed by both the Player and the Ontario Hockey League Club; and
 - c) filed together with either the certificate of independent legal advice or waiver thereof in the prescribed form with the Ontario Hockey League Office.
3. Three copies of the signed agreement shall be forwarded to the Ontario Hockey League Office for approval and registration. One copy will be retained by the Ontario Hockey League. Two copies will be returned to the Ontario Hockey League club and the Ontario Hockey League club shall immediately deliver one copy to the Player. If the agreement is not approved with ten (10) days from the date on which it is actually received in the Ontario Hockey

- League Office (except with respect to agreements received in the month of July which shall be deemed to be received on August 1st for the purposes hereof), it shall be deemed to be null and void and both the Player and the Ontario Hockey League club will be relieved of their mutual obligations.
4. Except as otherwise provided by the By-Laws of the Ontario Hockey League, no Player shall be permitted to participate in an Ontario Hockey League regular season or playoff game unless such Player has signed the standard agreement form and it has been filed with and approved by the Ontario Hockey League.
5. Attached to this agreement is the Education and Anti-Doping Policy – Canadian Hockey League Declaration and Form. This Declaration and Form is to be completed by you in accordance with its terms and delivered to the Team Physician.

NOTICE TO LEGAL ADVISOR

The Commissioner of the Ontario Hockey League is not empowered to approve agreements, the terms of which have been significantly altered. The Ontario Hockey League requests that you advise the Player fully of all the rights and obligations imposed by this agreement prior to the Player signing the agreement.



**ONTARIO
HOCKEY
LEAGUE**

OHL STANDARD PLAYER AGREEMENT FORM

1. PARTIES TO THE AGREEMENT

- a) Agreement between (Name of Club) _____
(The "Club"), a member of the Ontario Hockey League (the "OHL") which is a member League of the Canadian Hockey League ("CHL"), and (name of Player) _____ ("the Player").
- b) It is expressly acknowledged and agreed by the parties involved that the relationship between the OHL and the Player is that of an independent contractor. Nothing in this Agreement shall constitute the parties as employer/employee, or as agents, partner, or co-venturers of each other.

It is also expressly acknowledged and agreed that:

- (i) the Player has exceptional skills and abilities with respect to playing hockey;
- (ii) the Club wishes to contribute to the development of the Player's skills and abilities;
- (iii) the OHL and the Player have agreed to enter into this Agreement for their mutual benefit in accordance with the terms and conditions herein; and
- (iv) nothing in this Agreement detracts from the Player's ability to earn income from other sources and activities, during the off season or otherwise, provided such activities do not interfere with the Player's obligations under this Agreement.

2. TERM OF THE AGREEMENT

- a) The Club, under the terms of this agreement, retains the services of the Player for a period of _____ year(s), beginning on the _____ day of _____, 20____ and ending on the _____ day of _____, 20____.
- b) The Player hereby grants to the Club the option to be exercised by notice in writing to the Player on or before the 31st day of August, 20____, to extend this agreement and the Term for a further year being the year of the Player's "over-age" eligibility on the same terms and conditions as set out herein.

3. DUTIES OF THE CLUB

- 3.1 The Club shall pay to the Player the fees and provide to the Player the benefits set out in Schedule A attached hereto and made part hereof.
- 3.2 The Club hereby accepts and obliges itself to furnish to the Player the means to develop the Player's hockey-playing abilities for the purpose of becoming an accomplished hockey player, all as set out in Schedule A subject to the Club's evaluation and determination of its needs and the extent to which the talent of the Player suits those needs.

- 3.3 The Club shall register the Player to a Hockey Canada Playing Card.
- 3.4 The Club shall allow the Player to participate in all try-out camps and games conducted by their respective National Junior Team, Under 18 Team or Under 17 Team, CHL Prospects Game, CHL All-Star Game and any other League sanctioned event under the policies that have been established by Hockey Canada, IIHF or CHL / OHL. Participation in these camps or games will not affect any party's obligations under this Agreement;
- 3.5 The Club shall provide to the Player the benefits of the OHL Concussion Safety Management Program, including baseline testing to assist Team Physicians in their decisions about a Player's health and fitness upon experiencing a concussion;
- 3.6 The Club shall support and subscribe to the Canadian Hockey League's Education and Anti-Doping Program, including an On-Line Education Course.
- 3.7 The Club agrees to provide payment of the annual premium for providing 24 hour, 12 month, on or off ice, Career-Ending Insurance that shall provide coverage to the player in the event that the player suffers an injury which prevents the player from pursuing a professional hockey career. The annual premium payment for such policy will not exceed \$500.00 and shall be made by the Club to the parents, who shall in turn be responsible for arranging or placing the policy with an insurance carrier of their choice on behalf of the player, with such policy naming the player as beneficiary. The Club agrees to reimburse the parents for the cost of such insurance policy up to a maximum of \$500.00 upon receipt of documentation on an annual basis, satisfactory to the Club, confirming the amount of such premium, and the fact that the insurance coverage has been secured.

4. DUTIES OF THE PLAYER

- 4.1 The Player agrees to give his services to the best of his abilities as a hockey player in all games leading to the championship of the OHL, the All-Star Game, the pre-season games, playoff games, games of the series of the Memorial Cup and such other games as may be sanctioned by the OHL. The Player agrees not to participate in any other hockey games without the prior consent of the Club, which consent shall not be unreasonably withheld. The Club will consent to participation by the Player in the Hockey Canada Program of Excellence (or any successor program sanctioned by the OHL) provided such participation does not unduly interfere with the Club's ability to obtain a playoff spot, the Club's playoffs or the Club's ability to win a regular season championship.
- 4.2 The Player further agrees to:
 - a) Report to the Club's training camp in good physical condition, at the time and place designated by the Club;
 - b) Maintain himself in a good physical condition at all times throughout the Club's season;
 - c) Devote his hockey playing abilities as a hockey player exclusively to the Club during the Term;
 - d) Co-operate and participate in the promotional activities sponsored by the Club and / or the OHL in the best interests of the Club and of hockey;
 - e) Behave, at all times and under all circumstances, whether on or off the ice in a manner consistent with good standards of honesty, morals, fair play, and the rules of the OHL and the Club, and never to adopt behaviour which could be detrimental to the well-being of the Club, the OHL or hockey in general;
 - f) Use the equipment and supplies, including without limitation uniforms, skates,

helmets and protective gear provided by the Club in accordance with OHL / CHL agreements;

- g) Use his best reasonable efforts to remain in school and to pursue an education while playing for the Club, it being understood that the OHL and its member Clubs promote and support the concept of players pursuing their educations to the maximum reasonable extent;
- h) Adhere to the Canadian Hockey League's Education and Anti-Doping Policy;
- i) Make promotional appearances representing the Club, the frequency, times and places of such appearances to be reasonably agreed upon by the Club and Player; and
- j) Abide by the Standard Rules and Regulations as they pertain to all players of the Club, which may include, without limitation, prohibition against the use of illegal drugs, abuse of alcohol, continued lateness at curfew, absence from school and leaving the Club without the Club's consent.

5. PUBLICITY

- 5.1 The Club recognizes that, except as contemplated hereby, the Club shall not restrict the Player in the personal use of the Player's Image.
- 5.2 The Club further recognizes that it does not have the right, except as contemplated hereby, to utilize the Player's Image in connection with committing the Player to any endorsements of particular products and / or services without the Player's prior consent, provided, however, that the Club may use the Player's Image as contemplated in this Agreement and to recognize the sponsor of any OHL, CHL or Club award of which the Player is the recipient.
- 5.3 The Player hereby assigns irrevocably to the Club and the OHL and any licensees of the Club and the OHL on a non-exclusive basis, all rights to the Player's name, image likeness, signature, statistical record and biographical information (collectively the "Player's Image") and understands and accepts that the Club or the OHL may authorize, or otherwise license, any individual firm or corporation to take any pictures, films or any other images of the Player. The Player recognizes that all rights in such pictures, films and other images shall be the sole property of the Club or the OHL and that either the Club or the OHL may use or distribute such material in any manner as they see fit and that such use or distribution by the Club or the OHL may take place either during the Term or thereafter.
- 5.4 The Player further acknowledges and accepts that, in consideration of being permitted to play hockey in the OHL and in consideration of the benefits derived by the Player under this agreement, the Player hereby consents and agrees to the use by or on behalf of the OHL, the CHL and the Club and their agents, licensees, contractors, successors and assigns, of the Player's Image in connection with the manufacture, sale, distribution, marketing and advertising of souvenir material or memorabilia of the OHL, the CHL and the Club, including without limitation, hockey cards. In furtherance of the foregoing, the Player hereby agrees upon reasonable request, to pose in his hockey equipment from time-to-time for such photography sessions as may be required by or on behalf of the OHL, CHL or the Club in connection with such souvenir material and memorabilia.
- 5.5 It is acknowledged by the parties that the proceeds from the sale of souvenir materials and memorabilia shall be used, in part, to fund the consideration set forth in the Schedules hereto.
- 5.6 The Player hereby agrees not to use the Player's Image in conjunction with the OHL's, the CHL's or the Club's logos, trademarks or copyrights except with the OHL's, the CHL's and / or the Club's written authorization.

6. ACKNOWLEDGEMENT

- 6.1 The Player acknowledges that the Club's contributions under this agreement, including but not limited to monies, facilities, equipment, coaching, opportunities and services are an essential part in the development of the Player's hockey skills and abilities. The Player further acknowledges that the Club's contribution is valuable to the Player in helping the Player prepare for sought after professional hockey positions.

6. MEDICAL EXAMINATION

- 6.1 The Player shall prior to the start of each hockey season at the option of the Club, either deliver to the Club a certificate from a medical doctor current-dated stating that the Player is fit to play hockey for the Club or attend before a medical doctor designated by the Club for a complete medical examination.

8. PHYSICAL CONDITION AND INJURY

- 8.1 If the Player is disabled or unable to perform his duties under this agreement he shall submit himself for medical examination and treatment by a physician selected by the Club. When such examination and treatment is made at the request of the Club, it shall be at the Club's expense (unless made necessary by some act or conduct of the Player contrary to the terms and provisions of this agreement).
- 8.2 If the Player, in the sole judgment of the Club's physician is disabled or is not in good physical condition at the commencement of the season or at any subsequent time during the season so as to render him unfit to play skilled hockey, (unless such condition is the direct result of playing hockey for the Club), then it is mutually agreed that the Club shall have the right to suspend the Player for such period of disability or unfitness, and no benefits shall be payable for that period under this agreement.
- 8.3 If the Player is injured as a result of playing hockey for the Club, the Player shall fully utilize all insurance and medical benefits which the Player or his family has or to which he may be entitled. The Club shall take out and maintain for the benefit of the Player and the Player shall receive the appropriate benefit of the Hockey Canada National Comprehensive Insurance Programme, a summary of which shall be available from the Club or the OHL.
- 8.4 If the Player is injured as a direct result of playing for the Club, and the injury renders him, in the sole judgment of the Club's physician, unfit to play skilled hockey for the balance of the season or any part thereof, then, during such time as the Player is unfit, but in no event beyond the end of the season in which the injury occurred, the Club shall pay the Player the compensation herein provided for and the Player releases the Club from any and every additional obligation, liability, claim or demand whatsoever known or unknown.
- 8.5 If, upon joint consultation between the Player, the Club's physician and the Club's representative, they are unable to agree as to the physical fitness of the Player to return to play, the Player agrees to submit himself for examination by an independent medical specialist and the parties hereto agree to be bound by the decision of such independent specialist. If the Player is declared to be physically able to play and refuses to do so he shall be liable to immediate suspension without benefits.

9. RECOURSES OF THE CLUB

- 9.1 The Player acknowledges that the Player has exceptional and unique skill and ability as a hockey player and that the Player's services to be rendered hereunder are of a special, unusual and extraordinary character and upon any default of the Player of any obligations or duties imposed under this agreement, damages will not be adequate or reasonable compensation at law for the Club and agrees therefore that the Club may, in addition to any other recourse for damages that it may have, obtain injunctive and other equitable relief to prevent a breach of this agreement by the Player, including the right to enjoin the Player from playing hockey for any amateur or professional club; provided that the Club recognizes the right of the Player to play in the National Hockey League ("NHL") pursuant to the NHL / CHL Agreement.

10. TRANSFERABILITY OF AGREEMENT

- 10.1 It is mutually agreed that the Club shall have the right to sign, exchange and transfer this agreement to any other OHL Club and the Player agrees to accept and be bound by such exchange, assignment or transfer and will faithfully perform and carry out this agreement with the same purpose and effect as if it had originally been entered into by the Player and such other Club. Such assignment, exchange or transfer may be by way of a transaction between Clubs or by way of a Player draft sanctioned by the OHL.
- 10.2 It is further mutually agreed that in the event that this agreement is assigned by the Club to another Club the Club shall, by notice in writing delivered personally to the Player or by mail to the address set out below the Player's signature, advise the Player of the name and address of the Club to which the Player has been assigned, specifying the time and place that the Player must report to such Club. If the Player fails to report to such other Club at the directed time the Player may be suspended by such other Club and no allowance or other financial benefits shall be payable to the Player during the period of such suspension.
- 10.3 When this agreement has been assigned, the Club or any Club to which the Player may be assigned shall pay the reasonable and necessary travel costs of the Player in reporting to the assignee Club.

11. TERMINATION BY PLAYER

- 11.1 If the Club is in default of any payments or other benefits rightfully due to the Player as provided in this agreement or in performing any other of the Club's

obligations under this agreement, the Player may by notice in writing to the Club and to the OHL specify the nature of the alleged default. If the default has not been remedied within fifteen (15) days from the receipt of such notice by the Club and the OHL, this agreement may be terminated by the Player by notice in writing to the Club and the OHL on the sixteenth (16th) day following the Club's receipt of such notice and all of the obligations of the parties shall cease, except for the obligation of the Club to pay the Player's fees to the date of termination.

12. TERMINATION BY THE CLUB

- 12.1 The Club may terminate the present agreement (subject to paragraph 12.2) upon notice to the Player in any of the following cases:
- a) if the Player defaults, or refuses or neglects to provide the services agreed upon in this agreement;
 - b) if the Player defaults, or refuses or neglects to obey the rules established by the OHL or the Club concerning training and the conduct of Players;
 - c) if the Player fails, in the sole opinion of the Club, to demonstrate sufficient skill and ability to deserve a position as a Player with the Club; or
 - d) if the Player is expelled from the OHL or suspended by the OHL for a period of one year or more.
- 12.2 If the Club terminates this agreement pursuant to paragraph 12.1(c) and if the Player is attending a post-secondary educational institution at the time the Club terminates this agreement, the Club shall pay the Player's room and board until the end of the then current school semester on the condition that the Player cannot reasonably pursue the same studies at the place of the Player domicile. All other financial obligations and benefits to the Player immediately cease upon the termination of this agreement by the Club.
- 12.3 After such termination as provided in paragraph 12.1, the Club acknowledges that the Player is free to enter other hockey player agreements with organizations other than the Club; provided however that the Player may not enter into a hockey player agreement with a CHL team other than the Club as long as the Player is included on the protected list of the Club in accordance with the OHL By-Laws.

13. LOSS OF FINANCIAL BENEFIT DURING SUSPENSION BY CLUB OR LEAGUE

- 13.1 In the event of the Player's suspension by the Club pursuant to any provision of this agreement, at the option of the Club, an amount equal to the exact proportion of such fees as the number of days suspension bears to the total number of days of the regularly scheduled games shall be deducted from all allowances and other financial benefits that may be due to the Player under this agreement.

14. LEAGUE CONSTITUTION AND BY-LAWS

- 14.1 The Club and Player severally and mutually promise and agree to be legally bound by all the terms and provisions of the Constitutions, By-Laws and Regulations of the OHL from time-to-time. A copy of such documents shall be open and available for inspection by the Club and Player at the main office of the OHL and at the main office of the Club.
- 14.2 The Club and the Player further agree that any unresolved dispute between the parties shall be referred to the Commissioner of the OHL within one year from the date such dispute arose for arbitration. The Commissioner's decision shall be accepted as final and binding by both parties.

15. APPROVAL BY OHL COMMISSIONER

- 15.1 This agreement, if not inconsistent with the OHL Constitution, By-Laws and Regulations, shall be valid and binding upon the Club and the Player immediately upon its execution. The Club agrees to file this agreement with the OHL Commissioner within ten (10) days after its execution.
- 15.2 If pursuant to the OHL Constitution, By-Laws or Regulations, the Commissioner disapproves this agreement within ten (10) days after its filing in his office (except if this agreement is filed in the month of July, in which case the agreement shall be deemed for the purposes hereof to be filed on August 1st), this agreement shall immediately terminate and be of no further effect and the Club and the Player shall be relieved of their respective rights and liabilities hereunder.

16. TOTAL AGREEMENT

- 16.1 The parties acknowledge that this agreement and Schedules "A", "B" and "C" attached hereto fully set forth all understandings and agreements between them and agree that no other understandings or agreements, whether heretofore or hereafter made, shall be valid, recognizable or of any effect whatsoever unless executed by the Player and an authorized representative of the Club and filed

with the OHL in accordance with the then current OHL Constitution, By-Laws and Regulations.

17. GOVERNING LAW

- 17.1 This agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the parties hereby attorn to the jurisdiction of the courts of the Province of Ontario.

18. HEADINGS

- 18.1 The headings in this Agreement are for ease of reference only and shall not affect its interpretation.

19. SEVERABILITY

- 19.1 If any provision of this Agreement be determined to be unenforceable, the invalidity in whole or in part of any such provision shall not affect the remaining provisions of this Agreement which shall continue in full force and effect. Waiver by either party of any such provision of this Agreement shall not constitute a waiver as to any other instances, and any such waiver shall be in writing.

20. ASSIGNABILITY

- 20.1 Subject to Clause 10 of this Agreement, the rights conferred by the Agreement cannot be assigned, in whole or in part, without the written consent of the other party, which consent can be refused in the sole discretion of the other party.

EXECUTION BY PARTIES

IN WITNESS WHEREOF, the parties hereto have signed and set their seals hereunto this _____ day of _____, 20_____.

SIGNED SEALED AND DELIVERED IN THE

PRESENCE OF _____ Name of Club

Witness _____ By: Authorized Signing Officer

(Title: _____)

Signature of Player

Home Address of Player

Date of Birth of Player

Player's Social Insurance Number

ACKNOWLEDGMENT OF PARENT OR GUARDIAN OF PLAYER

I / We, _____,
parent(s) or guardian(s) of _____
(the "Player") a Player signing the Standard Player Agreement with the Ontario Hockey
League Club _____ (the "Club") hereby acknowledge
that:

1. This acknowledgement does not form part of the Standard Player Agreement, but is merely related thereto.
2. I / We have read and understand the terms and conditions contained in the Standard Player Agreement.
3. I / We have no objection to the Player agreeing to the terms and conditions of the Standard Player Agreement.
4. I / We acknowledge that the Club's contributions under the Standard Player Agreement, including but not limited to monies, facilities, equipment, coaching, opportunities, and services are an essential part in the development of the Player's hockey skills and abilities, and that the Club is making a valuable contribution to the Player in helping him to prepare for sought-after professional hockey positions.
5. After due deliberation and having sought whatever advice I / We deem appropriate, I / We acknowledge that the Standard Player Agreement being signed by the Player is, all things considered, for the benefit of the Player and I / We approve of it.

Witness _____ (Signature of Parent or Guardian)

Witness _____ (Signature of Parent or Guardian)

Date _____ Home address of Parent/Guardian

NOTE: Agreement must be filed with either Certificate or Independent Legal Advice or Waiver.

CERTIFICATE OF INDEPENDENT LEGAL ADVICE

I, _____ a member of the bar of
the Province / State of _____, hereby
acknowledge that:

1. I have been consulted by _____ (Player's name) as to the advisability of his signing this Standard Player Agreement.
2. I am not acting in any way on behalf of the Club or the OHL and am consulted by the Player and have advised him independently of the OHL, the Club or their officers and employees. I have placed the Player's position and the consequences of his signing this Standard Player Agreement fully and plainly before the Player and the Player declared that the Player fully understood the nature and effect of the said Standard Player Agreement and acknowledged that the player is executing it freely and voluntarily and as the Player's own act and deed without any fear, threat, influence or compulsion of, from or by the OHL, the Club, or their officers and employees.

(Signature of Lawyer)

WAIVER

The Player acknowledges that the Player has been advised that the Player should obtain independent legal advice. The Player has decided not to obtain this advice. In arriving at this decision, the Player has not been subjected to any duress or influence on the part of the Club or the OHL.

Witness _____ (Signature of Player)

APPROVAL BY COMMISSIONER

I hereby certify that I have, on this date, received, examined, approved and noted on record the within agreement and that it is in regular form.

Dated at _____ this _____ day of _____,
20_____.

Commissioner
Of the Ontario Hockey League

SCHEDULE A

1. FEES

- 1.1 The Club shall pay (in the currency of the country in which the Club is situated) to the Player, the following fees for the Player's services under this Agreement

Season	Amount of Fees	Timing of Payment
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- 1.2 Payment of the fees to the Player shall be made commencing _____ . Payments shall continue for the season and the playoffs and shall end on the date of the last scheduled game of the Club. If the Player's services are not required for the entire period of the regular schedule and playoffs, the allowances to be paid shall be established on a pro rata basis based upon the actual number of days on which the Player's services are provided in relation with the number of days of the entire regular schedule of the Ontario Hockey League.
- 1.3 In addition, during the term, the Club shall pay to or on behalf of the Player the following:
- The Player's reasonable room and board from the day the Player reports to the Club until the date of the last scheduled game of the Club;
 - Reasonable traveling, lodging and meal expenses for the Player while travelling on the road for the Club in other than the Club's home municipality; and
 - The cost of maintaining for the Player the benefits of the Hockey Canada National Comprehensive Insurance Programme, a summary of which shall be available from the Club or the OHL;
 - the Player's reasonable and approved transportation costs each year for reporting to Training Camp from the Player's home, to and from the Player's home for the Christmas Break, and to the Player's home at the conclusion of the Player's academic year, or athletic year with the Club, which ever is later; provided that the Club shall also pay all approved transportation costs for any travel required at the Club's request to and from the Player's home for any other events or appearances;
 - room and board for the Player in each year of this Agreement from the commencement of Training Camp until the completion of the Club's schedule, including playoffs; or at the Player's option, to the end of the school year if the player continues to reside in the community and attend school as a full time student in the community in which the team plays; provided that the Club's responsibility for room and board terminates at the completion of the playing season including playoffs for the Club if the Player decides to return to his Parent's home, or another community to complete schooling;
 - all reasonable medical and dental fees in accordance with the National Insurance Program as provided in the Hockey Canada National Insurance Policy while the player is playing for the Club that are not covered by any parental or personal medical, dental or eye care plans that may be in effect, excluding, however, the cost of prescription eye glasses; and
 - all benefits provided under the terms of the Ontario Hockey League Standard Players Agreement and such other standard additional benefits as are provided to the other members of the Club including, without limiting the foregoing, the maximum weekly allowance of Fifty Dollars (\$50.00), save and except an overage player who will be entitled to receive a maximum weekly allowance of One Hundred-Fifty Dollars (\$150.00) from the commencement of Training Camp until the conclusion of the Club's schedule, including the playoffs

2. CONTRIBUTION TO PLAYER DEVELOPMENT: DUTIES OF THE CLUB

- 2.1 The Club agrees to provide the Player with:
- training facilities and full playing equipment, including sticks and skates of the Player's choice within the Canadian Hockey League Licensed Supplier Agreements ;
 - professional training, including supervised training periods and coaching in the fundamentals of hockey;
 - subject to the Club's evaluation and determination of its needs and the extent to which the talent of the Player suits those needs, the opportunity to demonstrate the Player's talent and playing abilities to the public, the media, professional coaches or scouts;
 - an opportunity to initiate a hockey career (at the end of his junior career) by making all relevant data, information and / or statistics about the Player available to professional hockey organizations or others who may indicate an interest in the Player's career;
 - appropriate medical supervision for games in which the Player participates on behalf of the Club;

3. PLAYER BONUS BASED ON TEAM PERFORMANCE

- 3.1 The Club shall pay to the Player, in the currency of the country in which the Club is situated, the following standard Player bonus:
- each Player is to be paid One Hundred Dollars (\$100.00) if his team wins the first round of the playoffs;
 - each Player is to be paid an additional One Hundred-Fifty Dollars (\$150.00) if his team wins the second round of the playoffs;
 - each Player is to be paid an additional Three Hundred Dollars (\$300.00) if his team wins the 3rd round of the playoffs; and
 - each Player is to be paid an additional Four Hundred-Fifty Dollars (\$450.00) if his team wins the fourth round of the playoffs.



SCHEDULE "B" TO THE ONTARIO HOCKEY LEAGUE STANDARD PLAYER AGREEMENT (THE FULL RIDE EDUCATION PACKAGE)

THIS AGREEMENT MADE IN TRIPLICATE THIS _____ DAY OF _____, 20____.

AMONG: _____ (Hereinafter called the "CLUB") _____ OF THE FIRST PART

AND: _____ (hereinafter called the "PLAYER") _____ OF THE SECOND PART

AND: _____ (hereinafter called the "PARENTS")

1.00 WHEREAS:

1.01 WHEREAS the Club is a registered Major Junior "A" Hockey Club playing in the Ontario Hockey League and operating out of the City of _____, in the Province/State of _____;

1.02 AND WHEREAS the Player has exhibited exceptional hockey skills;

1.03 AND WHEREAS the Club wishes to encourage further education, training and advancement for the Player while he is playing hockey for the Club;

1.04 AND WHEREAS the Club is desirous of the Player playing for the Club and requires the Player to be registered to a Hockey Canada Playing Card (the "CARD") with the Club or affiliate card and an Ontario Hockey League Standard Players Agreement (The "SPA");

1.05 AND WHEREAS by signing the Card and playing with the Club, the Player will be foregoing certain opportunities to obtain athletic scholarships and other educational funding for his post secondary education;

1.06 AND WHEREAS the Player may suffer an injury during the currency of that contract which prevents the Player from pursuing a professional hockey career or may choose not to pursue a professional hockey career;

- 1.07 AND WHEREAS the Club, the Player and the Parents have reached an Agreement with respect to educational training and advancement for the Player while he is playing for the Club;
- 1.08 AND WHEREAS the Player wishes to play hockey for the Club and the Club wishes that the Player plays hockey for the Club in accordance with the terms hereof;
- 1.09 AND WHEREAS the Club wishes to encourage the Player to continue the Player's education, complete high school and commence the first year of post secondary education while with the Club.

NOW THEREFORE THIS AGREEMENT WITNESSED that in consideration of the covenants, terms, conditions and provisions herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged by each of the parties, the parties hereto agree as follows:

ARTICLE 2.00

The Player covenants and agrees:

- 2.01 to be registered on a Hockey Canada - Ontario Hockey League Major Junior Playing Card (the "CARD") or affiliate card, with the Club upon presentation of same to the Player by the Club;
- 2.02 the Player has signed the Ontario Hockey League Standard Player Agreement to which this Schedule "B" has been attached;
- 2.03 the obligations of the Club under this Schedule "B" are subject to compliance by the Player with the obligations imposed on the Player pursuant to this Schedule "B";
- 2.04 to continue the Player's education throughout the Player's Major Junior career which will include a minimum of two credits per school term passed and completed while in high school, and a minimum of one college or university or certified trade school course while attending a post secondary institution. The Player will allow the Club to monitor the Player's progress.

ARTICLE 3.00

The Parents covenant and agree as follows:

- 3.01 to encourage the Player to report to Training Camp in sound and good health during each year of the Player's obligation to play for the Club;
- 3.02 to permit the Player to sign an Ontario Hockey League Standard Player Agreement Form and approve the contents of such Agreement; and
- 3.03 to permit the Player to be registered to a Hockey Canada Playing Card or affiliate card with the Club.

ARTICLE 4.00

The Club covenants and agrees as follows:

- 4.01 the Club and the Player have entered into an Ontario Hockey League Standard Form Player Contract;
- 4.02 to register the Player to a Hockey Canada Playing Card;

- 4.03 to pay for all applicable tuition fees and books for the Player while attending high school, college or university or a certified trade school courses while playing for the Club, providing the Player maintains reasonable attendance and successfully completes his courses with passing grades;
- 4.04 to provide the Player with access to the Club's academic advisor throughout the course of the season, school year and summer, if necessary; and
- 4.05 to provide for the payment for an academic tutor, chosen by the Club, during the hockey season, and until the conclusion of the school year, if a tutor is reasonably necessary due to the demands of the Player's hockey schedule.

ARTICLE 5.00 EDUCATION PACKAGE

- 5.01 Subject to the terms and conditions herein, at the conclusion of the Player's Ontario Hockey League career, including the overage year if such option is exercised by the Club, the Club shall contribute to the Player's post secondary education costs at a recognized University, College or certified trade school, including fire-fighting, police academy, EMS, etc., on the following terms and conditions:
- a) the Club shall contribute in U.S. or Canadian funds (depending on the country in which the Players' parents are domiciled at the time of signing the Ontario Hockey League Standard Player Agreement), for each Complete Season the Player plays with the Club, towards the completion of an General arts, General science and / or General studies undergraduate degree, diploma or trade certificate, which payment shall be applied to the costs of tuition, books, room and board and compulsory fees (Full Ride) for one academic year according to the University / College or State University tariff closest to the domicile of the parents at the time of signing of the OHL Standard Player Agreement, being _____ (Name of School), up to a maximum of \$ _____ per academic year. It is expressly understood and agreed that the Club's contribution for each academic year shall be restricted to the payment of tuition, books, room and board and compulsory fees and shall not exceed the above-noted amount in any single academic year unless otherwise stipulated herein. It is further understood that for a Player living at home or in non-resident housing and attending University / College, at no time shall the payment to the Player for room and board exceed the dollar amount charged by the school that the Player is attending.
 - b) It is understood and agreed that, for the purpose of paragraph 5.01 (a) herein, a Player who has signed and registered an OHL Standard Player Agreement is deemed to have completed a "Complete Season" if the Player appears in a regular season game for any OHL Club on or after January 10th in that season in order for the Player to receive full entitlement to the Club's annual education payment for such season. If the Player who has signed and registered an OHL Standard Player Agreement appears in a regular season game for any OHL Club in a season prior to January 10th but does not appear in a regular season game on or after January 10th in that season, such Player shall receive entitlement to an amount equal to 50 percent of the amount set out in paragraph 5.01 (a) herein;
 - c) Such payments shall be made by the OHL Central Scholarship Registry directly to the educational institution in question, upon presentation by the Player of documentation satisfactory to the League confirming the Player's acceptance or enrolment in the institution and upon the Player providing billing or other written documentation

satisfactory to the League confirming the cost of books, tuition fees, room and board costs and compulsory fees (compulsory fees being fees that are necessary for the student to enrol in and successfully complete academic studies and shall exclude any medical and / or dental insurance fees).

- d) In order to receive the education payments referred to herein, the Player must initially qualify academically for the institution in question and must remain academically qualified throughout the period of his enrolment. The Player must also be enrolled on a full-time basis and must remain enrolled on a full time basis for consecutive years, terms or semesters, in order to maintain the Player's eligibility for the education payments from the Club. It is understood and agreed that the Player shall not be entitled to receive payment for any course(s) that the Player does not satisfactorily complete (passing grade as defined by the institution). It is further understood and agreed that the Player may interrupt the Player's full time studies to seek summer employment, or to participate in career related work terms required and approved of by the educational institution in question;
- e) In order to receive the education payments, the Player must enrol in a post secondary educational institution and commence attending classes no later than eighteen (18) months following completion of his OHL Club's regular season in the season in which the Player plays his last OHL career game,, failing which the Club will have no further obligations to the Player with regard to the education payments;
- f) Once the Player commences his post secondary education, the Player cannot take a leave of absence from school except for medical reason (doctor's medical report required) and must maintain full time student status, subject only to summer employment as referred to above;
- g) It is further understood and agreed that the Player's entitlement to the payments set out in paragraph 5.01 (a) may not be assigned or transferred by the player in whole or in part to any other individual, and that the Club's obligations will cease altogether once the Player completes his undergraduate degree, diploma or trade certificate. It is further understood and agreed that the Club may transfer the education package to another team in the League in conjunction with the transfer of the playing rights with respect to the Player.

5.02 All parties hereto covenant and agree that, in the event the Player signs a professional contract (as opposed to a try out contract only) with a professional hockey team in the National Hockey League, American Hockey League, or an European team, the Club is no longer responsible for its obligations under paragraph 5.01 (a) herein.

ARTICLE 6.00 GENERAL

6.01 The Player and Parents agree that the terms of this Schedule "B" shall at all times remain strictly confidential, and will not be disclosed in any fashion whatsoever to any other Player, Parent, or prospective player or his parents, or their agents or representatives. Failure to abide by the terms of this paragraph will render the Club's obligations herein null and void, resulting in the loss of all benefits to the Player. It is understood, however, that the Player and Parents are permitted to make reasonable disclosure of the terms herein for the limited purpose of seeking advice from the Player's agent, legal advisor or financial advisor, provided such advisors also agree to respect and abide by the confidentiality of the terms contained herein.

- 6.02 The Player and Parents agree that if the Player and/or any family member should receive any benefit from the Club aside from any and all of those benefits outlined in the Standard Players Agreement and the Schedules to such Agreement, then such Player and his family shall lose any and all benefits that they would otherwise be entitled to under the OHL Standard Players Agreement and the Schedules thereto.
- 6.03 This Agreement shall be interpreted in accordance with the laws of the Province of Ontario and parties submit to the jurisdiction in the county or judicial district where the Club is situate of the courts of the Province of Ontario, in the event of a dispute.

AGREED TO IN THE PRESENCE OF:

WITNESS

HOCKEY CLUB

WITNESS

PLAYER

WITNESS

PARENT

WITNESS

PARENT



SCHEDULE "B" TO THE ONTARIO HOCKEY LEAGUE

STANDARD PLAYER AGREEMENT (THE EDUCATION PACKAGE FOR BOOKS, TUITION AND COMPULSORY FEES)

THIS AGREEMENT MADE IN TRIPLICATE THIS _____ DAY OF _____, 20__.

AMONG:

(Hereinafter called the "CLUB")

OF THE FIRST PART

AND:

(hereinafter called the "PLAYER")

OF THE SECOND PART

AND:

(hereinafter called the "PARENTS")

I.00 WHEREAS:

I.01 WHEREAS the Club is a registered Major Junior "A" Hockey Club playing in the Ontario Hockey League and operating out of the City of _____, in the Province/State of _____.

I.02 AND WHEREAS the Player has exhibited exceptional hockey skills;

I.03 AND WHEREAS the Club wishes to encourage further education, training and advancement for the Player while he is playing hockey for the Club;

I.04 AND WHEREAS the Club is desirous of the Player playing for the Club and requires the Player to be registered to a Hockey Canada Playing Card (the "CARD") with the Club or affiliate card and an Ontario Hockey League Standard Players Agreement (The "SPA");

I.05 AND WHEREAS by signing the Card and playing with the Club, the Player will be foregoing certain opportunities to obtain athletic scholarships and other educational funding for his post secondary education;

I.06 AND WHEREAS the Player may suffer an injury during the currency of that contract which prevents the Player from pursuing a professional hockey career or may choose not to pursue a professional hockey career;

- 1.07 AND WHEREAS the Club, the Player and the Parents have reached an Agreement with respect to educational training and advancement for the Player while he is playing for the Club;
- 1.08 AND WHEREAS the Player wishes to play hockey for the Club and the Club wishes that the Player plays hockey for the Club in accordance with the term hereof;
- 1.09 AND WHEREAS the Club wishes to encourage the Player to continue the Player's education, complete high school and commence the first year of post secondary education while with the Club.

NOW THEREFORE THIS AGREEMENT WITNESSED that in consideration of the covenants, terms, conditions and provisions herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged by each of the parties, the parties hereto agree as follows:

ARTICLE 2.00

The Player covenants and agrees:

- 2.01 to be registered on a Hockey Canada - Ontario Hockey League Major Junior Playing Card (the "CARD") or affiliate card, with the Club upon presentation of same to the Player by the Club;
- 2.02 the Player has signed the Ontario Hockey League Standard Player Agreement to which this Schedule "B" has been attached;
- 2.03 the obligations of the Club under this Schedule "B" are subject to compliance by the Player with the obligations imposed on the Player pursuant to this Schedule "B";
- 2.04 to continue the Player's education throughout the Player's Major Junior career which will include a minimum of two credits per school term passed and completed while in high school, and a minimum of one college or university or certified trade school course while attending a post secondary institution. The Player will allow the Club to monitor the Player's progress.

ARTICLE 3.00

The Parents covenant and agree as follows:

- 3.01 to encourage the Player to report to Training Camp in sound and good health during each year of the Player's obligation to play for the Club;
- 3.02 to permit the Player to sign an Ontario Hockey League Standard Player Agreement Form and approve the contents of such Agreement; and
- 3.03 to permit the Player to be registered to a Hockey Canada Playing Card or affiliate card with the Club.

ARTICLE 4.00

The Club covenants and agrees as follows:

- 4.01 the Club and the Player have entered into a Ontario Hockey League Standard Form Player Contract;

- 4.02 to register the Player to a Hockey Canada Playing Card;
- 4.03 to pay for all applicable tuition fees and books for the Player while attending high school, college or university or a certified trade school courses while playing for the Club, providing the Player maintains reasonable attendance and successfully completes his courses with passing grades;
- 4.04 to provide the Player with access to the Club's academic advisor throughout the course of the season, school year and summer, if necessary; and
- 4.05 to provide for the payment for an academic tutor, chosen by the Club, during the hockey season, and until the conclusion of the school year, if a tutor is reasonably necessary due to the demands of the Player's hockey schedule.

ARTICLE 5.00 EDUCATION PACKAGE

- 5.01 Subject to the terms and conditions herein, at the conclusion of the Player's Ontario Hockey League career, including the overage year if such option is exercised by the Club, the Club shall contribute to the Player's post secondary education costs at a recognized University, College or certified trade school, including fire-fighting, police academy, EMS, etc., on the following terms and conditions:
- a) the Club shall contribute in U.S. or Canadian funds (depending on the country in which the Players' parents are domiciled at the time of signing the Ontario Hockey League Standard Player Agreement), for each Complete Season the Player plays with the Club, towards the completion of a General Arts, General Science and /or General Studies undergraduate degree, diploma or trade certificate, which payment shall be applied to the costs of tuition, books and compulsory fees for one academic year according to the University / College or State University tariff closest to the domicile of the parents at the time of signing of the OHL Standard Player Agreement, being _____ (Name of School), up to a maximum of \$_____ per academic year. It is expressly understood and agreed that the Club's contribution for each academic year shall be restricted to the payment of tuition, books, and compulsory fees and shall not exceed the above-noted amount in any single academic year unless otherwise stipulated herein.
 - b) It is understood and agreed that, for the purpose of paragraph 5.01 (a) herein, a Player who has signed and registered an OHL Standard Player Agreement is deemed to have completed a "Complete Season" if the Player appears in a regular season game for any OHL Club on or after January 10th in that season in order for the Player to receive full entitlement to the Club's annual education payment for such season. If the Player who has signed and registered an OHL Standard Player Agreement appears in a regular season game for any OHL Club in a season prior to January 10th but does not appear in a regular season game on or after January 10th in that season, such Player shall receive entitlement to an amount equal to 50 percent of the amount set out in paragraph 5.01 (a) herein;
 - c) Such payments shall be made by the OHL Central Scholarship Registry directly to the educational institution in question, upon presentation by the Player of documentation satisfactory to the League confirming the Player's acceptance or enrolment in the institution and upon the Player providing billing or other written documentation satisfactory to the League confirming the cost of books, tuition fees and compulsory fees (compulsory fees being fees that are necessary for the student to enrol in and successfully complete academic studies and shall exclude any medical and / or dental insurance fees).
 - d) In order to receive the education payments referred to herein, the Player must initially qualify academically for the institution in question and must remain academically qualified throughout the

period of his enrolment. The Player must also be enrolled on a full-time basis and must remain enrolled on a full time basis for consecutive years, terms or semesters, in order to maintain the Player's eligibility for the education payments from the Club. It is understood and agreed that the Player shall not be entitled to receive payment for any course(s) that the Player does not satisfactorily complete (passing grade as defined by the institution). It is further understood and agreed that the Player may interrupt the Player's full time studies to seek summer employment, or to participate in career related work terms required and approved of by the educational institution in question;

- e) In order to receive the education payments, the Player must enrol in a post secondary educational institution and commence attending classes no later than eighteen (18) months following completion of his OHL Club's regular season in the season in which the Player plays his last OHL career game,, failing which the Club will have no further obligations to the Player with regard to the education payments;
- f) Once the Player commences his post secondary education, the Player cannot take a leave of absence from school except for medical reason (doctor's medical report required) and must maintain full time student status, subject only to summer employment as referred to above;
- g) It is further understood and agreed that the Player's entitlement to the payments set out in paragraph 5.01 (a) may not be assigned or transferred by the player in whole or in part to any other individual, and that the Club's obligations will cease altogether once the Player completes his undergraduate degree, diploma or trade certificate. It is further understood and agreed that the Club may transfer the education package to another team in the League in conjunction with the transfer of the playing rights with respect to the Player.

- 5.02 All parties hereto covenant and agree that, in the event the Player signs a professional contract (as opposed to a try out contract only) with a professional hockey team in the National Hockey League, American Hockey League, or an European team, the Club is no longer responsible for its obligations under paragraph 5.01 (a) herein.

ARTICLE 6.00 GENERAL

- 6.01 The Player and Parents agree that the terms of this Schedule "B" shall at all times remain strictly confidential, and will not be disclosed in any fashion whatsoever to any other Player, Parent, or prospective player or his parents, or their agents or representatives. Failure to abide by the terms of this paragraph will render the Club's obligations herein null and void, resulting in the loss of all benefits to the Player. It is understood, however, that the Player and Parents are permitted to make reasonable disclosure of the terms herein for the limited purpose of seeking advice from the Player's agent, legal advisor or financial advisor, provided such advisors also agree to respect and abide by the confidentiality of the terms contained herein.
- 6.02 The Player and Parents agree that if the Player and/or any family member should receive any benefit from the Club aside from any and all of those benefits outlined in the Standard Players Agreement and the Schedules to such Agreement, then such Player and his family shall lose any and all benefits that they would otherwise be entitled to under the OHL Standard Players Agreement and the Schedules thereto.
- 6.03 This Agreement shall be interpreted in accordance with the laws of the Province of Ontario and parties submit to the jurisdiction in the county or judicial district where the Club is situate of the courts of the Province of Ontario, in the event of a dispute.

AGREED TO IN THE PRESENCE OF:

WITNESS

HOCKEY CLUB

WITNESS

PLAYER

WITNESS

PARENT

WITNESS

PARENT



SCHEDULE "C" TO THE ONTARIO HOCKEY LEAGUE
STANDARD PLAYER AGREEMENT

PERMISSIBLE BENEFITS

AGREED TO IN THE PRESCENCE OF:

WITNESS

HOCKEY CLUB

WITNESS

PLAYER

WITNESS

PARENT

WITNESS

PARENT



SCHEDULE "B" TO THE ONTARIO HOCKEY LEAGUE STANDARD PLAYER AGREEMENT (IMPORT PLAYER)

THIS AGREEMENT MADE IN TRIPLICATE THIS _____ DAY OF _____, 20____.

AMONG:

(Hereinafter called the "CLUB")

OF THE FIRST PART

AND:

(Hereinafter called the "PLAYER")

OF THE SECOND PART

AND:

(Hereinafter called the "PARENTS")

1.00 WHEREAS:

1.01 WHEREAS the Club is a registered Major Junior "A" Hockey Club playing in the Ontario Hockey League and operating out of the City of _____, in the Province / State of _____.

1.02 AND WHEREAS the Player has exhibited exceptional hockey skills;

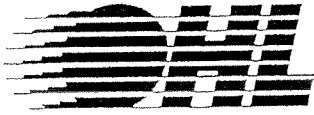
1.03 AND WHEREAS the Club wishes to encourage further education, training and advancement for the Player while he is playing hockey for the Club;

1.04 AND WHEREAS the Club is desirous of the Player playing for the Club and requires the Player to be registered to a Hockey Canada playing card (the "CARD") with the Club or affiliate card and an Ontario Hockey League Standard Players Agreement (The "SPA").

1.05 AND WHEREAS by signing the Card and playing with the Club, the Player will be foregoing certain opportunities to obtain athletic scholarships and other educational funding for his post secondary education;

1.06 AND WHEREAS the Player may suffer an injury during the currency of that contract which prevents the Player from pursuing a professional hockey career, or may choose not to choose a professional hockey career.

1.07 AND WHEREAS the Club, the Player and the Parents have reached an Agreement with respect to educational training and advancement for the Player while he is playing for the Club;



**SCHEDULE "C" TO THE ONTARIO HOCKEY LEAGUE
STANDARD PLAYER AGREEMENT**

PERMISSIBLE BENEFITS

AGREED TO IN THE PRESCENCE OF:

WITNESS

HOCKEY CLUB

WITNESS

PLAYER

WITNESS

PARENT

WITNESS

PARENT



SCHEDULE "B" TO THE ONTARIO HOCKEY LEAGUE STANDARD PLAYER AGREEMENT (IMPORT PLAYER)

THIS AGREEMENT MADE IN TRIPLICATE THIS _____ DAY OF _____, 20____.

AMONG:

(Hereinafter called the "CLUB")

OF THE FIRST PART

AND:

(Hereinafter called the "PLAYER")

OF THE SECOND PART

AND:

(Hereinafter called the "PARENTS")

- 1.00 WHEREAS:
- 1.01 WHEREAS the Club is a registered Major Junior "A" Hockey Club playing in the Ontario Hockey League and operating out of the City of _____, in the Province / State of _____.
- 1.02 AND WHEREAS the Player has exhibited exceptional hockey skills;
- 1.03 AND WHEREAS the Club wishes to encourage further education, training and advancement for the Player while he is playing hockey for the Club;
- 1.04 AND WHEREAS the Club is desirous of the Player playing for the Club and requires the Player to be registered to a Hockey Canada playing card (the "CARD") with the Club or affiliate card and an Ontario Hockey League Standard Players Agreement (The "SPA").
- 1.05 AND WHEREAS by signing the Card and playing with the Club, the Player will be foregoing certain opportunities to obtain athletic scholarships and other educational funding for his post secondary education;
- 1.06 AND WHEREAS the Player may suffer an injury during the currency of that contract which prevents the Player from pursuing a professional hockey career, or may choose not to choose a professional hockey career.
- 1.07 AND WHEREAS the Club, the Player and the Parents have reached an Agreement with respect to educational training and advancement for the Player while he is playing for the Club;

- 1.08 AND WHEREAS the Player wishes to play hockey for the Club and the Club wishes that the Player plays hockey for the Club in accordance with the terms hereof.
- 1.09 AND WHEREAS the Club wishes to encourage the Player to continue the Player's education, Complete high school and commence the first year of post secondary education while with the Club.

NOW THEREFORE THIS AGREEMENT WITNESSED that in consideration of the covenants, terms, conditions and provisions herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged by each of the parties, the parties hereto agree as follows:

ARTICLE 2.00

The Player covenants and agrees:

- 2.01 to be registered on a Hockey Canada / Ontario Hockey League Major Junior Playing Card (the "CARD") or affiliate card with the Club upon presentation of same to the Player by the Club;
- 2.02 the Player has signed the Ontario Hockey League Standard Player Agreement to which this Schedule "B" has been attached;
- 2.03 to be bound by the Standard Rules and Regulations as they pertain to all Members of the Club, as the Club may reasonably determine from time-to-time, which would include and not be limited to the use of illegal drugs, abuse of alcohol, continued lateness as curfew, absence from school and leaving the Club for a period of seven (7) days without the Club's consent.
- 2.04 once the Player is playing for the Club, to make promotional appearances representing the Club, the frequency, times and places of such appearances to be reasonably agreed upon by the Club and the Player;
- 2.05 to continue his education throughout his Major Junior career which will include a minimum of two credits per school term passed and completed while in high school, and a minimum of one college or university or certified trade school course while attending a post secondary institution. The Player will allow the Club to monitor the Player's progress and must commence one year of post secondary education with the Club.

ARTICLE 3.00

The Parents covenants and agrees as follows:

- 3.01 to encourage the Player to report to Training Camp in sound and good health during each year of the Player's obligation to play for the Club.
- 3.02 to permit the Player to sign an Ontario Hockey League Standard Player Agreement Form and approve the contents of such Agreement;
- 3.03 to permit the Player to sign a Canadian Hockey Association Playing Card or with the Club.

ARTICLE 4.00

The Club covenants and agrees as follows:

- 4.01 the Club and the Player have entered into an Ontario Hockey League Standard Form Contract;
- 4.02 to register the Player to a Hockey Canada Playing Card;

- 4.03 to pay for all applicable tuition fees and books for the Player while attending high school, college or university or a certified trade courses while playing for the Club, providing the Player maintains reasonable attendance and successfully completes his courses with passing grades;
- 4.04 to provide the Player with access to the Club's academic advisor throughout the course of the season, school year and summer, if necessary;
- 4.05 to provide for the payment for an academic tutor, chosen by the Club, during the hockey season, and until the conclusion of the school year, if a tutor is reasonably necessary due to the demands of the Player's hockey schedule;

ARTICLE 5.00 – GENERAL

- 5.00 The Player and Parents agree that the terms of this Schedule "B" shall at all times remain strictly confidential, and will not be disclosed in any fashion whatsoever to any other Player, Parent, or prospective player or his parents, or their agents or representatives. Failure to abide by the terms of this paragraph will render the Club's obligations herein null and void, resulting in the loss of all benefits to the player. It is understood, however, that the Player and Parents are permitted to make reasonable disclosure of the terms herein for the limited purpose of seeking advice from the Player's agent, legal advisor or financial advisor, provided such advisors also agree to respect and abide by the confidentiality of the terms contained herein.
- 5.01 The Player and Parent agree that if the Player and / or any family member should receive any benefit from the Club aside from any and all of those benefits outlined in the Standard Players Agreement and the Schedules to such Agreement, then such Player and his family shall lose any and all benefits that they would otherwise be entitled to under the OHL Standard Players Agreement and the Schedules thereto.
- 5.02 This Agreement shall be interpreted in accordance with the laws of the Province of Ontario and parties submit to the jurisdiction in the county or judicial district where the Club is situate of the courts of the Province of Ontario, in the event of a dispute.

AGREED TO IN THE PRESENCE OF:

WITNESS	HOCKEY CLUB
---------	-------------

WITNESS	PLAYER
---------	--------

WITNESS	PARENT
---------	--------

WITNESS	PARENT
---------	--------



ONTARIO HOCKEY LEAGUE TRY OUT AGREEMENT

2012-2013 SEASON

Date _____

Memorandum
of Agreement

Between _____
hereinafter called the "Player"

and _____

OHL Hockey Club
hereinafter called the "Club"

Place of Residence or other base of player

The player agrees to present himself, when called upon to do so on terms to be mutually agreed upon, at the Club's training camp for the purpose of demonstrating, to the best of his ability, his qualifications as a hockey player; and further agrees that if such qualifications, in the opinion of the Club, justify the Club in offering him a Hockey Canada Player Registration Certificate and OHL Standard Player's Agreement to play on their OHL Hockey Club, he will sign such documents on terms to be mutually agreed upon which are in accordance with the rules, regulations and policies of the League.

Witness

Player's Signature

Address

Parent or Guardian

City

Postal Code

OHL Hockey Club

FOR PLAYER ONLY

Name in Full _____

Place of Birth _____

Day _____ Month _____ Year _____

Height _____ Weight _____

Position _____ Shoots _____
(R or L)

LAST TEAM REGISTERED WITH _____

COACH'S NAME _____

PHONE NO. _____

MANAGER'S NAME _____

PHONE NO. _____

Per _____

EDUCATIONAL INFORMATION

School _____

Grade _____

Program _____

Etcetera _____

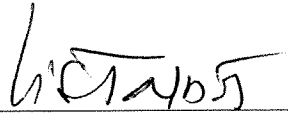
OHL OFFICE APPROVAL

Per _____
Commissioner

Date _____

JJ

This is Exhibit "JJ" referred to
in the affidavit of David E. Branch,
sworn before me, this 23 day of
December, 2015

A handwritten signature in black ink, appearing to read "H. C. Taylor", written over a horizontal line.

A commissioner, etc.



Revenue Revenu
Canada Canada

Tax Services Office
Sudbury ON P3A 5C1

September 18, 1997

THE SUDBURY WOLVES HOCKEY CLUB
LIMITED
240 ELGIN ST
SUDBURY ON P3E 3N6

Account Number
89175 7288 RP

Dear Eunice Watson:

This is further to our telephone conversation of today.

This letter will serve to advise you that all of your O.H.L. players are not considered to be employed under a contract of service with the Sudbury Wolves Hockey Club. As such, you are not required to deduct Canada Pension Plan contributions and Employment Insurance Premiums nor should you be issuing T4 slips for these players.

The amount you are paying for the players room and board and pocket money is considered a reimbursement for their living expenses and not considered as employment income.

Please submit a copy of this letter along with a list of the O.H.L. players and their social insurance numbers for the 1994, 1995 and 1996 taxation years and we will prepare a refund of the employer's portion of these premiums as well as prepare amended T4 slips for the players to refund their portion of these premiums as applicable.

I trust this is the information you require.

Yours truly,

Peter Menard
CPP/EI Rulings Officer

Canada

Sudbury Tax Services Office
1050 Notre Dame Avenue
Sudbury ON P3A 5C1

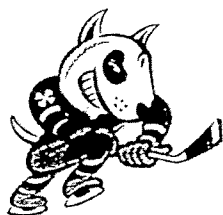
Local: (705) 670-6401
Long Distance: 1-800-568-5600
Fax: (705) 671-0264

KK

This is Exhibit "KK" referred to
in the affidavit of David E. Branch,
sworn before me, this 23 day of
December, 2015

A handwritten signature in black ink, appearing to read "H. T. Z. B. T.", written over a horizontal line.

A commissioner, etc.



Player Expense Reimbursement Form

Player Name: ANTHONY D. FRUSCIA Date: FEB 11 2015

OHL Club: NIAGARA CEDARS

Expenses

For the Month of: FEB 2015
(Month) (Year)

[illegible]

TOTAL EXPENSES \$ 548.75

ALLOWABLE EXPENSE CATEGORIES (not otherwise paid by the Club)

1. Team Entertainment (Team movie nights, etc.)
2. Clothing (suits as per Team's requirements)
3. Car Mileage and Insurance
4. Supplementary Meals while Travelling or Training
5. Dietary / Nutrition Supplements
6. Training Apparel
7. Off-Season Training (over and above Standard Benefits)
8. Extra Disability / Health Insurance
9. Physicals required prior to Training Camp


Player's Signature

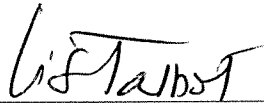
02/11/14
Date

Important: All OHL players are requested to maintain a record of their monthly expenses over a 12 month period. Please be sure to keep your receipts and submit your expense claim when requested to do so by your OHL Club.

*Mileage rate as determined by OHL Club.

LL

This is Exhibit "LL" referred to
in the affidavit of David E. Branch,
sworn before me, this 23 day of
December, 2015

A handwritten signature in black ink, appearing to read "L. F. Talbot", written over a horizontal line.

A commissioner, etc.

CERTIFICATION OF ENROLLMENT

ENGROSSED SENATE BILL 5893

64th Legislature
2015 Regular Session

Passed by the Senate April 16, 2015
Yeas 47 Nays 1

President of the Senate

Passed by the House April 15, 2015
Yeas 91 Nays 7

Speaker of the House of Representatives

Approved

Governor of the State of Washington

CERTIFICATE

I, Hunter G. Goodman, Secretary of the Senate of the State of Washington, do hereby certify that the attached is **ENGROSSED SENATE BILL 5893** as passed by Senate and the House of Representatives on the dates hereon set forth.

Secretary

FILED

**Secretary of State
State of Washington**

ENGROSSED SENATE BILL 5893

AS AMENDED BY THE HOUSE

Passed Legislature - 2015 Regular Session

State of Washington 64th Legislature 2015 Regular Session

By Senators Fain, Mullet, Litzow, Liias, and Hargrove

Read first time 02/09/15. Referred to Committee on Commerce & Labor.

1 AN ACT Relating to the nonemployee status of athletes in amateur
2 sports; amending RCW 49.12.005; reenacting and amending RCW
3 49.46.010; and creating a new section.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

5 NEW SECTION. **Sec. 1.** The legislature recognizes that junior ice
6 hockey teams that are members of regional, national, or
7 internationally recognized leagues provide significant benefits to
8 their players by teaching them valuable athletic skills and
9 interpersonal life skills. These junior teams also provide
10 significant financial support to their communities as tenants of
11 arenas owned, operated, or managed by public facilities districts.
12 The legislature seeks to assist in the financial stability of public
13 facilities districts and to ensure the viability of junior ice hockey
14 in the state by clarifying that these young athletes are not
15 employees of their teams.

16 **Sec. 2.** RCW 49.12.005 and 2003 c 401 s 2 are each amended to
17 read as follows:

18 For the purposes of this chapter:

19 (1) "Department" means the department of labor and industries.

1 (2) "Director" means the director of the department of labor and
2 industries, or the director's designated representative.

3 (3)(a) Before May 20, 2003, "employer" means any person, firm,
4 corporation, partnership, business trust, legal representative, or
5 other business entity which engages in any business, industry,
6 profession, or activity in this state and employs one or more
7 employees but does not include the state, any state institution, any
8 state agency, political subdivision of the state, or any municipal
9 corporation or quasi-municipal corporation. However, for the purposes
10 of RCW 49.12.265 through 49.12.295, 49.12.350 through 49.12.370,
11 49.12.450, and 49.12.460 only, "employer" also includes the state,
12 any state institution, any state agency, political subdivisions of
13 the state, and any municipal corporation or quasi-municipal
14 corporation.

15 (b) On and after May 20, 2003, "employer" means any person, firm,
16 corporation, partnership, business trust, legal representative, or
17 other business entity which engages in any business, industry,
18 profession, or activity in this state and employs one or more
19 employees, and includes the state, any state institution, state
20 agency, political subdivisions of the state, and any municipal
21 corporation or quasi-municipal corporation. However, this chapter and
22 the rules adopted thereunder apply to these public employers only to
23 the extent that this chapter and the rules adopted thereunder do not
24 conflict with: (i) Any state statute or rule; and (ii) respect to
25 political subdivisions of the state and any municipal or quasi-
26 municipal corporation, any local resolution, ordinance, or rule
27 adopted under the authority of the local legislative authority before
28 April 1, 2003.

29 (4) "Employee" means an employee who is employed in the business
30 of the employee's employer whether by way of manual labor or
31 otherwise. "Employee" does not include an individual who is at least
32 sixteen years old but under twenty-one years old, in his or her
33 capacity as a player for a junior ice hockey team that is a member of
34 a regional, national, or international league and that contracts with
35 an arena owned, operated, or managed by a public facilities district
36 created under chapter 36.100 RCW.

37 (5) "Conditions of labor" means and includes the conditions of
38 rest and meal periods for employees including provisions for personal
39 privacy, practices, methods and means by or through which labor or
40 services are performed by employees and includes bona fide physical

1 qualifications in employment, but shall not include conditions of
2 labor otherwise governed by statutes and rules and regulations
3 relating to industrial safety and health administered by the
4 department.

5 (6) For the purpose of chapter 16, Laws of 1973 2nd ex. sess. a
6 minor is defined to be a person of either sex under the age of
7 eighteen years.

8 **Sec. 3.** RCW 49.46.010 and 2014 c 131 s 2 and 2013 c 141 s 1 are
9 each reenacted amended to read as follows:

10 As used in this chapter:

11 (1) "Director" means the director of labor and industries;

12 (2) "Employ" includes to permit to work;

13 (3) "Employee" includes any individual employed by an employer
14 but shall not include:

15 (a) Any individual (i) employed as a hand harvest laborer and
16 paid on a piece rate basis in an operation which has been, and is
17 generally and customarily recognized as having been, paid on a piece
18 rate basis in the region of employment; (ii) who commutes daily from
19 his or her permanent residence to the farm on which he or she is
20 employed; and (iii) who has been employed in agriculture less than
21 thirteen weeks during the preceding calendar year;

22 (b) Any individual employed in casual labor in or about a private
23 home, unless performed in the course of the employer's trade,
24 business, or profession;

25 (c) Any individual employed in a bona fide executive,
26 administrative, or professional capacity or in the capacity of
27 outside salesperson as those terms are defined and delimited by rules
28 of the director. However, those terms shall be defined and delimited
29 by the human resources director pursuant to chapter 41.06 RCW for
30 employees employed under the director of personnel's jurisdiction;

31 (d) Any individual engaged in the activities of an educational,
32 charitable, religious, state or local governmental body or agency, or
33 nonprofit organization where the employer-employee relationship does
34 not in fact exist or where the services are rendered to such
35 organizations gratuitously. If the individual receives reimbursement
36 in lieu of compensation for normally incurred out-of-pocket expenses
37 or receives a nominal amount of compensation per unit of voluntary
38 service rendered, an employer-employee relationship is deemed not to
39 exist for the purpose of this section or for purposes of membership

1 or qualification in any state, local government, or publicly
2 supported retirement system other than that provided under chapter
3 41.24 RCW;

4 (e) Any individual employed full time by any state or local
5 governmental body or agency who provides voluntary services but only
6 with regard to the provision of the voluntary services. The voluntary
7 services and any compensation therefor shall not affect or add to
8 qualification, entitlement, or benefit rights under any state, local
9 government, or publicly supported retirement system other than that
10 provided under chapter 41.24 RCW;

11 (f) Any newspaper vendor, carrier, or delivery person selling or
12 distributing newspapers on the street, to offices, to businesses, or
13 from house to house and any freelance news correspondent or
14 "stringer" who, using his or her own equipment, chooses to submit
15 material for publication for free or a fee when such material is
16 published;

17 (g) Any carrier subject to regulation by Part 1 of the Interstate
18 Commerce Act;

19 (h) Any individual engaged in forest protection and fire
20 prevention activities;

21 (i) Any individual employed by any charitable institution charged
22 with child care responsibilities engaged primarily in the development
23 of character or citizenship or promoting health or physical fitness
24 or providing or sponsoring recreational opportunities or facilities
25 for young people or members of the armed forces of the United States;

26 (j) Any individual whose duties require that he or she reside or
27 sleep at the place of his or her employment or who otherwise spends a
28 substantial portion of his or her work time subject to call, and not
29 engaged in the performance of active duties;

30 (k) Any resident, inmate, or patient of a state, county, or
31 municipal correctional, detention, treatment or rehabilitative
32 institution;

33 (l) Any individual who holds a public elective or appointive
34 office of the state, any county, city, town, municipal corporation or
35 quasi municipal corporation, political subdivision, or any
36 instrumentality thereof, or any employee of the state legislature;

37 (m) All vessel operating crews of the Washington state ferries
38 operated by the department of transportation;

39 (n) Any individual employed as a seaman on a vessel other than an
40 American vessel;

1 (o) Any farm intern providing his or her services to a small farm
2 which has a special certificate issued under RCW 49.12.470;

3 (p) An individual who is at least sixteen years old but under
4 twenty-one years old, in his or her capacity as a player for a junior
5 ice hockey team that is a member of a regional, national, or
6 international league and that contracts with an arena owned,
7 operated, or managed by a public facilities district created under
8 chapter 36.100 RCW;

9 (4) "Employer" includes any individual, partnership, association,
10 corporation, business trust, or any person or group of persons acting
11 directly or indirectly in the interest of an employer in relation to
12 an employee;

13 (5) "Occupation" means any occupation, service, trade, business,
14 industry, or branch or group of industries or employment or class of
15 employment in which employees are gainfully employed;

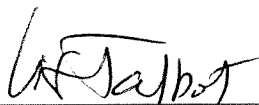
16 (6) "Retail or service establishment" means an establishment
17 seventy-five percent of whose annual dollar volume of sales of goods
18 or services, or both, is not for resale and is recognized as retail
19 sales or services in the particular industry;

20 (7) "Wage" means compensation due to an employee by reason of
21 employment, payable in legal tender of the United States or checks on
22 banks convertible into cash on demand at full face value, subject to
23 such deductions, charges, or allowances as may be permitted by rules
24 of the director.

--- END ---

MM

This is Exhibit "MM" referred to
in the affidavit of David E. Branch,
sworn before me, this 23 day of
December, 2015

A handwritten signature in black ink, appearing to read "L. F. Talbot". The signature is written in a cursive style with a horizontal line extending from the end of the name.

A commissioner, etc.



Dave Ogrea
Executive Director

1775 Bob Johnson Drive | Colorado Springs, CO 80906-4090
phone: 719.538.1163 | fax 719.538.1168 | email daveo@usahockey.org

February 19, 2015

Glen McCurdie, Vice President
Hockey Canada
151 Canada Olympic Road SW
Suite 201
Calgary, Alberta T3B 6B7

Dear Glen,

For clarification, all U.S.-based teams and players that compete in the Canadian Hockey League are members of USA Hockey.

The statement by John Vanbiesbrouck that originally appeared in the *Toronto Star* story on Feb. 18, 2015, that they are not members of USA Hockey is incorrect. As I believe you know, John is a volunteer in the capacity as chair of our Junior Council. He was understandably not aware of the details of this issue as it falls operationally in international hockey.

Hope this clears up any misunderstanding. Feel free to share this letter as needed.

Sincerely,

A handwritten signature in cursive script that reads "David W. Ogrea".

Dave Ogrea

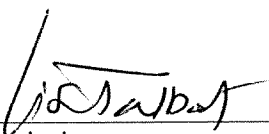


USA Hockey, the national governing body for the sport of ice hockey, is a member of the International Ice Hockey Federation and the United States Olympic Committee



NN

This is Exhibit "NN" referred to
in the affidavit of David E. Branch,
sworn before me, this 23 day of
December, 2015

A handwritten signature in black ink, appearing to read "David E. Branch", written over a horizontal line.

A commissioner, etc.

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

SUPERIOR COURT
(Civil Division)

NO:

GLENN RICHARD GUMBLEY, domiciled
and residing at 1095 rue Godin, Montreal,
District of Montreal, Province of Quebec, H4H
2B6;

Plaintiff

vs.

CANADIAN HOCKEY LEAGUE (CHL), a
corporation having a place of business at 305
Milner Avenue, Suite 201, Scarborough,
Province of Ontario, M1B 3V4;

and

**QUÉBEC MAJOR JUNIOR HOCKEY
LEAGUE INC.**, a corporation duly constituted
under the laws of Quebec and having a place
of business at 1205 Ampère Street, Suite 201,
Boucherville, District of Longueuil, Province of
Quebec, J4B 7M6;

and

ONTARIO HOCKEY LEAGUE (OHL), a
corporation having a place of business at 305
Milner Street, Suite 200, Scarborough,
Province of Ontario, M1B 3V4;

and

WESTERN HOCKEY LEAGUE (WHL), a
corporation having a place of business at
2424, University Drive N.W., Penthouse,
Calgary, Province of Alberta, T2N 3Y9;

Defendants

MOTION TO INSTITUTE PROCEEDINGS

TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT, SITTING IN PRACTICE DIVISION, IN AND FOR THE DISTRICT OF MONTREAL, PLAINTIFF RESPECTFULLY SUBMITS AS FOLLOWS:

OVERVIEW

1. Plaintiff, Glenn Gumbley, has been the victim of defamation by Defendants, who have singled him and his family out in recent press releases published and diffused on their website with respect to a class action lawsuit filed against anyone of the Defendants;
2. On or around October 20th, 2014, Defendants concerted to publish and diffuse on their websites a press release, the whole as it more fully appears a copy of said press release, **EXHIBIT P-1**, communicated to Defendants with the service hereof;
3. That it more fully appears from the press release, Exhibit P-1, Defendants make explicit reference to Plaintiff, reproduced as follow:

"In addition, despite all mentions to the contrary, recent communications and social media posts by Glenn Gumbley of the CHLPA lead us to believe that the Gumbleys are still actively involved on the fringes of junior hockey in Canada and with this action. The CHL will once again issue warnings to our players and their parents cautioning them about the Gumbleys."

4. Defendants have published said press release with specific reference to Plaintiff, without the latter having any direct or indirect involvement in the class action filed against any of Defendants;
5. In response to said press release, Plaintiff instructed the undersigned attorneys to send a letter of demand to Defendants, as it more fully appears from a copy of said letter dated November 7th, 2014 and proof of service thereof, **EXHIBIT P-2** bundle, communicated to Defendants with the service hereof;

6. As it more fully appears from a copy of the letter, Exhibit P-2, Plaintiff denounced Defendants' malicious attempt to divert any negative press that the class action brought upon Defendants unto Plaintiff and his family in a reckless and defamatory manner;
7. In addition to reserving his rights and recourses, Defendants were summoned, pursuant to said letter of demand, Exhibit P-2, to immediately publish a complete public apology and retraction on each of Defendants' websites for a certain period of time, failure to which legal action would be taken, as it more fully appears therein;
8. Notwithstanding, the demands formulated in the letter of demand, Exhibit P-2, Defendants have neglected and failed to comply therewith;
9. As a direct result of Defendants' failure and/or refusal to comply with this demand, Plaintiff has been subjected to a verbiage of criticism, slanders, defamatory remarks and defamation of character by social media and other internet commentators since the publication of said press release, Exhibit P-1, which have persisted until the time of the present proceedings, the whole as more fully appears from a series of twitter comments, **EXHIBIT P-3** bundle, communicated to Defendants with the service hereof;
10. Plaintiff is known under the alias of "@theCHLPA" on Twitter, which he uses exclusively for all conversations on that platform;
11. The Twitter comments, Exhibit P-3, can be summarized as follows:
 - On or around December 5th 2014: Josh Morrisson @morriskeyson: @theCHLPA thx stop spending your life with 17 year olds loser probably bring ur dog and bald ass to high school parties n shit creepazoid
 - On or around December 5th 2014: Corey Hirsch @CoreyHirsch: @theCHLPA the only thing you care about is you.
 - On or around December 5th 2014: Corey Hirsch @CoreyHirsch: @theCHLPA you're one of those people that crave conflict. You could care less about the kids. All...Yes all of my friends are better for it.
 - On or around November 23rd 2014 Derek Halldorson @halldy20: @jedoksos @theCHLPA agreed probably out of medication and doesn't get his welfare cheque till the end of the month

- On or around November 23rd 2014 Derek Halldorson @hallyd20: @theCHLPA haha nice that's all you got, good bye pedophile
- On or around November 23rd 2014 Derek Halldorson @hallyd20: @theCHLPA haha good one and all you do is attack the CHL there pedophile
- November 12th 2014: Anthony Curtis @toc71: @theCHLPA lmao you're a scumbag ive heard all about u
- November 6th 2014: Yersenia @wbrey: @theCHLPA So which Gumbley are you? The one convicted of defrauding junior players twice? Or the one who tried to represent them? #idiots
- October 29th 2014: Cyclone @CycloneGU: @theCHLPA "Thanks to Gumbley & CHLPA" – On your Web site Gumbley was a mistake. So clearly you are Gumbley trying to lie. Again.
- October 28th 2014: Cyclone @CycloneGY: @theCHLPA @hallyd20 @VickyGrygar @SteveClarkMedia – The fact that two years later you still want to exploit them is ridiculous;.
- October 22nd 2014: Robert Dilworth @Rpickle_27: @CycloneGU @Spencer5Abraham @timkingsbury the CHLPA is a fraud, it's a disgrace to hockey. Spencer has the right perspective #LoveTheGame
- October 27th 2014: Cyclone @CycloneGY: @VickyGrygar @theCHLPA @hallyd20 @SteveClarkMedia - I love how a special interest group (the union) is willing to waste money. Wow.
- October 20th 2014: John Matisz @MatiszJohn: CHL "will vigorously defend" itself. Part of joint statement from CHL's 3 commissioners, re: class action lawsuit:

In terms of the class action that was filed today in Toronto late last week, the CHL, our member leagues and teams will vigorously defend ourselves against this action which will not only have a negative effect on hockey in Canada but through all sports in which amateur student athletes are involved.

In addition, despite all mentions to the contrary, recent communications and social media posts by Glenn Gumbley of the CHLPA lead us to believe that the Gumbleys are still actively involved on the fringes of junior hockey in Canada and with this action. The CHL will once again issue warnings to our players and their parents cautioning them about them Gumbleys.

- October 20th 2014: Patrick Johnston @risingaction: CHL statement dodges issue of pay (which isn't surprising, given pending litigation) and reminds us about Gumbleys
- October 20th 2014: Ian Shantz @IanShantz: The Gumbley Bros. Circus is back! Two-ring company.

12. That said comments include, but are not limited to commentary from influential public figures, such as the November 22nd, 2014, tweet from Corey Hirsch, former National Hockey League Goalie and currently Goalie Coach with the St-Louis Blues NHL franchise;

13. It is evident from the foregoing that Defendants have strategically and intentionally used Plaintiff's name in their press release, Exhibit P-1, in an attempt to find the perfect scapegoat to demonize in order to deflect the negative press surrounding their legal matters;
14. That Defendants' actions are exacerbated by the parties' history, through which they are stopped at nothing to discredit Plaintiff and bring any about negative press;
15. The above-mentioned comments are blatantly injurious and prejudicial to Plaintiff and have severely and negatively impacted his online presence and reputation in the Canadian hockey community;
16. In addition, the irresponsible and malicious comments, Exhibit P-3, are a direct result of the unconscionable press release, Exhibit P-1, and have destroyed Plaintiff and his family's reputation;
17. As a consequence of the foregoing, Plaintiff is justified in claiming an amount of SIXTY THOUSAND DOLLARS (\$60,000.00) for defamation to his character by Defendants, who collectively constitute the foremost authorities in Canadian hockey, holding a privileged position in Canadian society and culture;
18. In addition to the foregoing, Defendants reprehensible actions are subject to punitive damages in the amount of FORTY THOUSAND DOLLARS (\$40,000.00);
19. All the facts contained in the present motion occurred in the judicial district of Montreal;
20. All the facts in the present motion to institute proceedings are true;

FOR THESE REASONS MAY IT PLEASE THIS COURT TO:

GRANT the present motion;

CONDEMN Defendants solidarily to pay to Plaintiff the amount of \$100,000.00, *sauf à parfaire*, plus interest at the legal rate as of October 20, 2014, plus the additional indemnity provided at section 1619 of the *Civil Code of Québec*;

THE WHOLE with costs against the Defendants.

COPIE CONFORME/TRUE COPY

Legal Logik Inc.
LEGAL LOGIK INC.

MONTREAL, December 8, 2014

Legal Logik Inc.
Legal Logik Inc.
Attorneys for Plaintiff

NOTICE TO DEFENDANTS AS TO CONTESTATION

Take notice that the Plaintiff has filed this application in the office of the **Superior Court** of the judicial district of Montreal.

To file an answer to this application, you must file an Appearance, personally or by advocate, at the courthouse of Montreal, 1, rue Notre-Dame Est, Montreal (Québec), H2Y 1B6, within 10 days of service of this Motion.

If you fail to file an Appearance within the time limit indicated, a judgment by default may be rendered against you without further notice upon the expiry of the 10-day period.

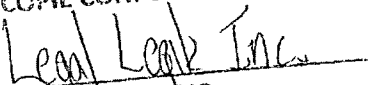
If you file an Appearance, the application will be presented before the court on **January 27, 2015, at 9h00, in Room 2.16**. On that date, the court may exercise such powers as are necessary to ensure the orderly progress of the proceeding of the court may hear the case, unless you make a written agreement with the Plaintiff or the Plaintiff's advocate on a timetable for the orderly progress of the proceeding. The timetable must be filed in the office of the Court.

REQUEST FOR TRANSFER OF A SMALL CLAIM

As the Defendant, you may make a request to the clerk for the action to be disposed of before the small claims division of the Quebec Court, pursuant to the rules of Book VIII of the *Code of Civil Procedure of Quebec* (R.S. Q. C-25), if the amount claimed does not exceed \$7,000.00, exclusive of interest, if you would be admissible as a Plaintiff under that Book and if the action would be admissible under that Book.

Should you fail to make such a request, you may be liable for costs greater than those applicable under Book VIII of this Code.

MONTREAL, December 8, 2014

COPIE CONFORME/TRUE COPY

 LEGAL LOGIK INC.


LEGAL LOGIK INC.
 Attorneys for Plaintiff

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

SUPERIOR COURT
(Civil Division)

NO:

GLENN RICHARD GUMBLEY;

Plaintiff

vs.

CANADIAN HOCKEY LEAGUE (CHL);
and
QUÉBEC MAJOR JUNIOR HOCKEY
LEAGUE INC.;
and
ONTARIO HOCKEY LEAGUE (OHL);
and
WESTERN HOCKEY LEAGUE (WHL);

Defendants

LIST OF EXHIBITS

- EXHIBIT P-1: Copy of press release dated October 20, 2014;
- EXHIBIT P-2: Copy of demand letter dated November 7, 2014, and proof of service bundle;
- EXHIBIT P-3: Copy of the series of Twitter comments;

MONTREAL, December 8, 2014

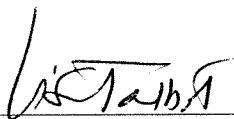
COPIE CONFORME/TRUE COPY
Legal Logik Inc.
LEGAL LOGIK INC.

Legal Logik Inc.
Legal Logik Inc.
Attorneys for Plaintiff

NO: 500-17-085106-144	
SUPERIOR COURT DISTRICT OF MONTREAL	
GLENN GUMBLEY; Plaintiff v. CANADIAN HOCKEY LEAGUE (CHL);; and QUÉBEC MAJOR JUNIOR HOCKEY LEAGUE INC.;; and ONTARIO HOCKEY LEAGUE (OHL);; and WESTERN HOCKEY LEAGUE (WHL);; Defendants	
MOTION TO INSTITUTE PROCEEDINGS	
DEFENDANT COPY, CANADIAN HOCKEY LEAGUE (CHL).	
Mon dossier :	01 767 (Me Jamie Benizri) BL5655
LEGAL LOGIK INC. 7575 TransCanadienne, BUREAU 407 SAINT-LAURENT (QUÉBEC) CANADA H4T 1V6 DOMICILE ÉLU JEAN-FÉLIX BOUCHARD – HUISSIERS DE JUSTICE 430 STE-HELENE MONTREAL, QUEBEC H2Y 2K9	

00

This is Exhibit "OO" referred to
in the affidavit of David E. Branch,
sworn before me, this 23 day of
December, 2015

A handwritten signature in black ink, appearing to read "L. E. T. A. B. A.", written over a horizontal line.

A commissioner, etc.

CANADA

PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL

COUR SUPÉRIEURE
(Chambre civile)

NO: 500-17-085706-144

GLENN RICHARD GUMBLEY

Demandeur

c.

CANADIAN HOCKEY LEAGUE (CHL)

et

QUÉBEC MAJOR JUNIOR HOCKEY
LEAGUE INC.

et

ONTARIO HOCKEY LEAGUE (OHL)

et

WESTERN HOCKEY LEAGUE (WHL)

Défenderesses

DÉFENSE

EN DÉFENSE À LA REQUÊTE INTRODUCTIVE D'INSTANCE DU DEMANDEUR, CANADIAN HOCKEY LEAGUE (CHL), QUÉBEC MAJOR JUNIOR HOCKEY LEAGUE INC., ONTARIO HOCKEY LEAGUE (OHL) ET WESTERN HOCKEY LEAGUE (WHL) (COLLECTIVEMENT, LES « DÉFENDERESSES ») EXPOSENT CE QUI SUIT :

1. Les Défenderesses nient les allégations contenues au paragraphe 1 de la Requête introductive d'instance (la « **Requête** ») et réfèrent à ce qui est ci-après exposé;
2. Quant aux allégations contenues aux paragraphes 2, 3 et 4 de la Requête, les Défenderesses admettent avoir publié le communiqué de presse mentionné à ces paragraphes, lequel est communiqué par le Demandeur comme pièce P-1 au soutien de sa Requête (le « **Communiqué de presse** ») et réfèrent la Cour à ce document, niant tout le reste et ajoutant que le Communiqué de presse n'est pas diffamatoire envers le Demandeur;

3. Quant aux allégations contenues aux paragraphes 5 à 8 de la Requête, les Défenderesses admettent avoir reçu la lettre de mise en demeure mentionnée à ces paragraphes, laquelle est communiquée par le Demandeur comme pièce P-2 au soutien de sa Requête, mais nient l'exactitude des faits et la légitimité des revendications contenus dans cette lettre et nient qu'il s'agissait d'une tentative malveillante de détourner la presse négative liée au recours collectif de façon téméraire et diffamatoire;
4. Les Défenderesses nient, telles que rédigées, les allégations contenues au paragraphe 9 de la Requête et ajoutent qu'elles ignorent et n'ont eu aucune implication en ce qui concerne les commentaires publiés sur *twitter* (les « **Commentaires** ») communiqués par le Demandeur comme pièce P-3 au soutien de sa Requête;
5. Les Défenderesses ignorent les allégations contenues au paragraphe 10 de la Requête;
6. Quant aux allégations contenues aux paragraphes 11 et 12 de la Requête, les Défenderesses réfèrent la Cour à la pièce P-3 et réitèrent qu'elles ignorent et n'ont eu aucune implication quant à ces Commentaires;
7. Les Défenderesses nient les allégations contenues au paragraphe 13 et s'en remettent à la pièce P-1, niant tout ce qui n'y est pas conforme;
8. Les Défenderesses nient, telles que rédigées, les allégations contenues au paragraphe 14 de la Requête et ajoutent qu'il existe effectivement un « historique entre les parties » (« *parties' history* »), tel que décrit ci-dessous;
9. Les Défenderesses nient les allégations contenues aux paragraphes 15 à 18 de la Requête;
10. Les Défenderesses ignorent les allégations contenues au paragraphe 19 de la Requête;
11. Les Défenderesses nient les allégations contenues au paragraphe 20 de la Requête;

ET DANS LE BUT DE RÉTABLIR LES FAITS, LES DÉFENDERESSES AJOUTENT CE QUI SUIT :

Les Défenderesses

12. La Ligue canadienne de hockey (la « **LCH** ») est la plus importante ligue de développement de hockey au monde avec 52 équipes canadiennes et huit équipes américaines qui participent à la Ligue de hockey de l'Ontario (la

« LHO »), la Ligue de hockey junior majeur du Québec (la « LHJMQ ») et la Ligue de hockey de l'Ouest (la « LHOu »);

Le Demandeur

13. Le Demandeur est le fondateur de la soi-disant Association des joueurs de la Ligue canadienne de hockey (l'« AJLCH »), une « association » qu'il semble avoir fondée en 2012;

Le recours collectif proposé

14. Le 17 octobre 2014, un recours collectif proposé au montant de 180 millions a été déposé contre les Défenderesses et d'autres parties à Toronto basé sur des allégations à l'effet que les Défenderesses, ainsi que les équipes participantes dans les ligues des Défenderesses, auraient contrevenu à la législation relative au salaire minimum (le « **Recours collectif proposé** »), le tout tel qu'il appert d'une copie de la déclaration déposée par le requérant Samuel Berg le 17 octobre 2014 (la « **Déclaration** ») communiquée comme **pièce D-1**;
15. Le 20 octobre 2014, une déclaration amendée (la « **Déclaration amendée** ») a été déposée par le requérant Samuel Berg, le tout tel qu'il appert d'une copie de la Déclaration amendée communiquée comme **pièce D-2**;
16. Le 29 octobre 2014, seulement neuf jours après la publication du Communiqué de presse, un recours collectif proposé au montant de 50 millions basé sur les mêmes allégations que celles décrites dans le Recours collectif proposé a été déposé contre les Défenderesses et d'autres parties au Québec par le requérant Lukas Walter, lequel était initialement représenté par les procureurs du Demandeur dans ce recours (le « **Recours collectif proposé au Québec** »), le tout tel qu'il appert d'une copie de la requête pour autorisation d'exercer un recours collectif déposée par le requérant Lukas Walter le 29 octobre 2014 communiquée comme **pièce D-3**;
17. Le 31 octobre 2014, un nouveau recours collectif proposé basé sur les mêmes allégations que celles décrites dans le Recours collectif proposé a été déposé à Calgary (le « **Recours collectif proposé en Alberta** »), le tout tel qu'il appert d'une copie de la déclaration déposée par le requérant Lukas Walter le 31 octobre 2014 communiquée comme **pièce D-4**;
18. Les Défenderesses nient les allégations du Recours collectif proposé, du Recours collectif Proposé au Québec et du Recours collectif proposé en Alberta et entendent se défendre vigoureusement à l'encontre de ces recours;

La participation du Demandeur en marge du hockey junior au Canada

19. Le Demandeur et son frère ont été activement impliqués en marge du hockey junior au Canada par le passé, notamment tel que décrit ci-dessous;

20. L'« historique entre les parties » remonte à 2009, lorsqu'il a été porté à l'attention des Défenderesses que l'*Ontario Central Scouting Corporation* (l'« **OCSC** »), une personne morale dont l'unique administrateur était le frère du Demandeur, Randy Gumbley, organisait des équipes de hockey canadiennes afin qu'elles participent à des tournois de hockey qui se tiendraient en Europe en août 2009 (les « **Tournois européens** ») et utilisait sur son site Internet, sans autorisation, les logos de la LHO et de l'Association canadienne de hockey (aussi connue sous le nom de Hockey Canada), alors que ni l'OCSC, ni ses équipes, ne faisaient partie de Hockey Canada ou de ses divisions;
21. Hockey Canada a envoyé un avis aux fédérations de hockey sur glace française et allemande et à la Fédération internationale de hockey sur glace (la « **FIHG** ») indiquant que l'OCSC n'était pas associée, affiliée ou membre de Hockey Canada et que, considérant que Hockey Canada n'avait aucune juridiction sur l'OCSC, elle ne pouvait pas approuver la participation de l'OCSC aux Tournois européens;
22. Lorsque les fédérations de hockey sur glace française et allemande et la FIHG ont appris que l'OCSC ne faisait pas partie de Hockey Canada, elles ont apparemment retiré leurs équipes des Tournois européens;
23. Suite à ces événements, l'OCSC a déposé une action au montant de 3,5 millions contre Hockey Canada (le « **Recours du frère du Demandeur** »), le tout tel qu'il appert d'une copie de la déclaration déposée par l'OCSC le 4 mai 2011 communiquée comme **pièce D-5**;
24. Hockey Canada s'est vigoureusement défendue contre le Recours du frère du Demandeur, le tout tel qu'il appert notamment d'une copie de la défense amendée déposée par Hockey Canada le 13 juillet 2011 (la « **Défense amendée de HC** ») communiquée comme **pièce D-6**;
25. Le Recours du frère du Demandeur a finalement été rejeté par la Cour supérieure de justice de l'Ontario, le tout tel qu'il appert d'une copie de l'ordonnance rendue par l'honorable juge Murray le 9 janvier 2014 communiquée comme **pièce D-7**;
26. Il est important de noter que, tel que décrit dans la Défense amendée de HC (pièce D-6), suite aux événements entourant l'organisation des Tournois européens, le frère du Demandeur a plaidé coupable à de multiples chefs d'accusation individuels de « fraude de moins de 500 \$ », a été condamné à 45 jours de prison, a reçu une interdiction de s'impliquer dans le hockey mineur canadien pour cinq ans et a été condamné à faire un don à une œuvre de charité sportive;
27. De plus, tel que décrit dans la Défense amendée de HC (pièce D-6), dans le cadre de procédures en cours au moment des faits en litige dans le Recours du frère du Demandeur, le frère du Demandeur avait également été reconnu

coupable d'avoir fraudé le public en soutirant une somme de 100 000 \$ à neuf parents de joueurs de hockey qui croyaient payer le frère du Demandeur pour un programme de hockey d'une année complète pour leurs enfants et a été condamné à l'assignation à résidence pour un mois et à un couvre-feu pour 11 mois additionnels;

28. En 2011, motivé par la colère qu'il éprouvait contre les Défenderesses et Hockey Canada découlant de ce qu'il considérait comme une tentative réussie pour saboter l'initiative de son frère d'organiser les Tournois européens via un abus de position dominante, le Demandeur a commencé à s'impliquer activement en marge du hockey junior au Canada;
29. Au cours de l'été 2012, l'AJLCH a été fondée par le Demandeur, bien que, tel qu'expliqué ci-dessous, son implication auprès de l'AJLCH a initialement été cachée, dans le but de syndiquer les joueurs évoluant dans les ligues des Défenderesses et de demander et d'obtenir une certification syndicale dans chacune des provinces où se trouvent des équipes de la LCH, ainsi qu'aux États-Unis;
30. À cette époque, un dénommé Derek Clarke agissait à titre de porte-parole de l'AJLCH;
31. Dans les semaines qui ont suivi l'annonce officielle de la fondation de l'AJLCH, les Défenderesses ont reçu des plaintes de la part de joueurs et de leurs parents au sujet, entre autres, d'appels tardifs en soirée, de numéros de téléphone bloqués, de refus de prétendus représentants de l'AJLCH de s'identifier, et de jeunes joueurs de hockey approchés lorsqu'ils sortaient seuls de joutes de hockey en fin de soirée par des adultes agressifs qui ne divulguaient qu'une partie de leur nom, critiquaient vigoureusement les Défenderesses et leurs équipes, suivaient de manière agressive les joueurs, et nonobstant les protestations des joueurs, continuaient de solliciter leur adhésion à l'AJLCH;
32. Compte tenu de ces plaintes, les Défenderesses ont décidé, pour des raisons de sécurité et ayant le meilleur intérêt de leurs joueurs à cœur, d'engager un détective privé pour essayer d'identifier qui était Derek Clarke;
33. À l'automne 2012, des questionnements sont apparus dans les médias à savoir s'il était possible que Derek Clarke soit en réalité Randy Gumbley, le frère du Demandeur, qui avait été condamné à deux reprises pour fraude à l'endroit de joueurs de hockey et de leurs familles;
34. En effet, certains médias ont rapporté que Georges Laraque, qui occupait le poste de directeur exécutif de l'AJLCH à l'époque, avait identifié une photo de Randy Gumbley comme étant Derek Clarke, tel que détaillé dans un article du *Toronto Sun* de Joe Warrington daté du 31 octobre 2012 et intitulé « *Mystery surrounds CHLPA official, Fraudster alleged to be involved in junior hockey union* », dont copie est communiquée comme **pièce D-8**;

35. Georges Laraque a par la suite nié que Randy Gumbley et Derek Clarke étaient la même personne, et a déclaré que Randy Gumbley n'avait aucune implication au sein de l'AJLCH et qu'il ne l'avait jamais rencontré, tel que mentionné dans l'article du *Toronto Sun* (pièce D-8);
36. Il a plus tard été révélé que le Demandeur était impliqué dans l'AJLCH et avait tenté de garder son identité secrète étant donné qu'il savait que son nom de famille était « toxique » dans le monde du hockey (« *because he knew his family name was toxic in hockey circles* »), tel que détaillé dans un article du *Toronto Star* de Robert Cribb et Kerry Gillepsie daté du 2 novembre 2012 et intitulé « *Who is Derek Clarke, CHLPA spokesperson?* », dont copie est communiquée comme **pièce D-9**;
37. Dans la foulée de ces révélations, Georges Laraque et Derek Clarke ont quitté leurs positions respectives au sein de l'AJLCH et les deux avocats de l'AJLCH ont également démissionné, tel que détaillé dans un article du *Toronto Star* de Mark Zwolinski daté du 2 novembre 2012 et intitulé « *Georges Laraque, Derek Clarke quitting their positions with CHLPA* », dont copie est communiquée comme **pièce D-10**;
38. Suite à ces événements, le Demandeur est demeuré impliqué en marge du hockey junior au Canada et, tel qu'indiqué dans le passage du Communiqué de presse faisant l'objet des présentes procédures, de récentes communications et publications dans les médias sociaux ont porté les Défenderesses à croire que le Demandeur était impliqué dans le Recours collectif proposé;
39. Au cours des deux dernières années, le Demandeur a menacé les Défenderesses à plusieurs reprises, notamment relativement à des mesures qu'il soutenait avoir l'intention d'entreprendre contre elles pour de prétendues violations des normes du travail, a soulevé des questions relatives aux salaires minimums des joueurs à de nombreuses occasions et a fréquemment critiqué publiquement les Défenderesses et leurs représentants;
40. À titre d'exemple, le 16 octobre 2014, soit quatre jours avant que la Déclaration amendée ne soit déposée, une lettre intitulée « *The CHLPA Countdown Clock has less than 4 days remaining. The countdown is on for David Branch and the Canadian Hockey League. Keep watching.* » signée par le Demandeur a été publiée sur le site Internet de l'AJLCH, dont copie est communiquée comme **pièce D-11**;
41. Dans cette lettre (pièce D-11), le Demandeur a fait l'annonce suivante :

« *The countdown clock has started for the Canadian Hockey League. In less than 4 days from now David Branch and the Canadian Hockey League will have to start thinking about answering some very serious questions on how the CHL is being operated.*

It's time for players and parents to recognize that positive change continues to be applied to how the league decides to operate. Slowly but surely we are giving David Branch no other alternatives but to operate his league more responsibly while players rights are still in question.

With less than 4 days to go, the countdown clock protecting players' rights will end at 4:59:59, Monday, October 20th, 2014.

Glenn Gumbley is committed to ensure that ALL Major Junior Hockey players rights are protected within the CHL at all times. Each day, more and more progress is being made and over the last few years Glenn Gumbley and the CHLPA have been responsible for numerous changes within the league itself [...] »

42. Par ailleurs, le 20 octobre 2014, à 11 h 05, le Demandeur a même envoyé un courriel au nom de « *The Gumbley's* » à Glen McCurdie, vice président, Hockey Canada, intitulé « *Class Action.* », dont copie est communiquée comme pièce D-12, dans lequel il déclare ce qui suit :

« Sorry about the clock. I was off by about 12 hours.

Glen, could you verify in an email to me in the Hockey Canada considers the Canadian Hockey League as a member?

If you need to refresh your memory. Please refer to your deposition.

I will keep you informed of the next countdown clock which will be named BFL & First Lion Holdings.

What's the easiest way to turn \$3.5 million into \$180 million?

Love,

The Gumbley's »

43. En outre, plusieurs publications ont été affichées sur la page Facebook de l'AJLCH durant la dernière année, certaines d'entre elles étant d'ailleurs diffamatoires, suggérant que l'AJLCH et les frères Gumbley étaient « toujours activement impliqués en marge du hockey junior au Canada » ainsi que dans le Recours collectif proposé, le tout tel qu'il appert notamment, mais sans s'y limiter, de copies de certaines de ces publications communiquées, en liasse, comme pièce D-13 :

- 22 février 2014 : « *Read this article to see just how big of a lying sack of moustache CHL Commissioner David Branch really is* », avec un lien à un article de Yahoo Sports par Sunata Sapurji daté du 20 février 2014 et intitulé « *OHL ups the ante, makes significant changes to player benefit packages* »

- 20 février 2014 : « [...] If the CHL and it's owners who are fully aware of the impending legal action think that for one moment that by allowing a player only to extend his education package which he has worked for and rightfully earned, they are gravely mistaken.

By sugar coating an extra \$50 a week for these players is embarrassing. I wish to inform you Mr. Branch that you are seriously mistaken if you believe The CHL and it's owners are above the laws in Canada. These players of the CHL have rights. The CHL has abused and disenfranchised CHL players for decades. The players of the CHL demand and require respect. If as David Branch says is true and I quote "We recognize that the players are the most important people in the game." Then we ask that the CHL and it's owners respectfully compensate and prohibit any further sanctions or penalties on education packages that are earned during the course of a CHL players employment with their respective CHL teams. Mr Branch continues to penalize his players for accessing their education package that is rightfully theirs. In closing I would ask Mr. Branch if he would be willing to give back the money he has earned for the past 5 years if he took a job or employment with another employer? This is what has been done to every CHL player for decades.

[...]

Nothing more than hourly wages and non restricted education packages will be acceptable. The players have more than earned that right. »

- 3 janvier 2014 : « Is The CHL & Hockey Canada completely above the law? Will prosecuting these 2 organizations jeopardize the sport of Hockey in Canada? In this two tiered justice system the CHL & Hockey Canada don't have to adhere to any laws while everyone else has to somehow comply with the law. This is very problematic and troubling. »

44. Compte tenu de ce qui précède, les Défenderesses avaient toutes les raisons de croire que le Demandeur était toujours activement impliqué en marge du hockey junior au Canada et jouait un rôle dans le Recours collectif proposé;
45. Au surplus, il est à noter que les convictions des Défenderesse à l'effet que la famille Gumbley était toujours activement impliquée en marge du hockey junior au Canada et dans le Recours collectif proposé ont récemment été confirmées quand il a été porté à l'attention des Défenderesses que le frère du Demandeur, Randy Gumbley, envoyait des courriels contenant des allégations diffamatoires et sans fondements à des agents de joueurs de hockey junior afin de promouvoir le Recours collectif proposé, le tout tel qu'il appert d'une copie d'un courriel envoyé par Randy Gumbley le 26 février 2015, dont copie est communiquée comme pièce D-14;

Le Communiqué de presse

46. Contrairement aux allégations de la Requête, les propos qui sont reprochés aux Défenderesses par le Demandeur et reproduits au paragraphe 3 de la Requête ne sont pas diffamatoires;
47. Les Défenderesses affirment que les propos reprochés dans la Requête constituent l'expression d'une opinion de bonne foi et sans malice et que les Défenderesses n'ont pas commis quelque faute que ce soit en émettant le Communiqué de presse et en exerçant leur liberté d'expression pour transmettre leurs préoccupations;
48. Cette opinion est basée sur la conduite du Demandeur, notamment sur les communications mentionnées ci-dessus, lesquelles ont porté les Défenderesses à croire honnêtement que, « malgré toutes les mentions contraires à cet effet », le Demandeur était impliqué en marge du hockey junior et dans le Recours collectif proposé;
49. Considérant que, suite à la création de l'AJLCH en 2012, les Défenderesses ont reçu des plaintes de joueurs et de leurs parents, tel que détaillé précédemment au paragraphe 31, à l'effet que, entre autres, les joueurs recevaient des appels tardifs et étaient approchés de manière agressive par des représentants de l'AJLCH pour les inciter à devenir membres de cette association, les Défenderesses ont décidé, pour des raisons de sécurité et ayant à cœur les intérêts de leurs joueurs, de les aviser qu'elles croyaient que le Demandeur était encore impliqué en marge du hockey junior au Canada et par l'entremise du Recours collectif proposé;
50. Dans ce contexte, les propos reprochés par le Demandeur exprimaient les préoccupations légitimes des Défenderesses basées sur des prémisses factuelles et n'ont pas été émis dans le but de nuire à la réputation du Demandeur;
51. De plus, lesdits propos n'ont pas été formulés de manière fautive, le langage utilisé dans le Communiqué de presse étant neutre, de sorte qu'une personne raisonnable ne considérerait pas que la réputation du Demandeur a été ternie par le Communiqué de presse;

Les Commentaires

52. Les Défenderesses réitèrent qu'elles ignorent et n'ont aucune implication en ce qui concerne la publication des Commentaires auxquels le Demandeur fait référence dans sa Requête;
53. Les Défenderesses ont seulement eu connaissance des Commentaires publiés sur « *twitter* » lorsqu'ils ont été portés à leur attention par la signification de la Requête;

54. Ceci étant dit, les Défenderesses soumettent que les Commentaires, plutôt que de soutenir le bien-fondé de l'action du Demandeur, démontrent que ce dernier était déjà connu comme étant un personnage controversé au sein de la communauté du hockey junior au Canada et que le « *verbiage of criticism, slanders, defamatory remarks and defamation by social media and other internet commentators* » dont se plaint le Demandeur aux paragraphes 9 à 12 de sa Requête n'a pas été causé par le Communiqué de presse tel qu'il l'allègue, mais résulte plutôt de sa réputation déjà souillée;
55. À titre d'exemple, le Demandeur réfère, au paragraphe 11 de sa Requête, à des Commentaires qui en réalité indiquent clairement que le Demandeur était déjà connu, et non pas de façon positive, dans la communauté canadienne de hockey :
- Commentaire d'une certaine « Yersenia » le 6 novembre 2014 : « *So which Gumbley are you? The one convicted of defrauding junior players twice? Or the one who tried to represent them? #idiots* »
 - Commentaire d'un certain « Cyclone » le 29 octobre 2014 : « *Thanks to Gumbley & CHLPA" – On your Web site Gumbley was a mistake. So clearly you are Gumbley trying to lie. Again.* »
 - Commentaire d'un certain « Cyclone » le 28 octobre 2014 : « *The fact that two years later you still want to exploit them is ridiculous.* »
 - Commentaires de Patrick Johnston le 20 octobre 2014 : « *CHL statement dodges issue of pay (which isn't surprising, given pending litigation) and reminds us about the Gumbleys.* »
 - Commentaire de Ian Schantz le 20 octobre 2014 : « *The Gumbley Bros. Circus is back! Two-ring company.* »
- (nous soulignons)
56. De plus, le Demandeur a communiqué, comme pièce P-3 au soutien de sa Requête, d'autres Commentaires qui, selon les Défenderesses, indiquent également que le Demandeur était déjà connu de manière négative dans la communauté canadienne de hockey :
- Commentaire de Sarah Jean Maher le 20 octobre 2014 : « *I'm slightly – nay, very – dumbfounded that Gumbley still holds any level of merit in these situations. Surprising but unsurprising* »
 - Commentaire d'un certain « Cyclone » (sans date) : « *that's good ol' Glenn Gumbley, the beloved and delusional founder of the CHLPA* »

(nous soulignons)

57. Par ailleurs, les Défenderesses soumettent que les critiques émises à l'endroit du Demandeur dans les Commentaires n'ont pas été causées par le Communiqué de presse;

Les dommages allégués et la réputation du Demandeur

58. Les Défenderesses soumettent qu'aucun préjudice personnel n'a été subi par le Demandeur;
59. Tel que mentionné précédemment, avant l'émission du Communiqué de presse, la réputation du Demandeur était déjà ternie au sein de la communauté du hockey junior;
60. En fait, l'AJLCH elle-même a publié des articles sur son site Internet contenant des propos à l'effet que la réputation du Demandeur était souillée auprès de la communauté de hockey junior;
61. Par exemple, sur le site Internet de l'AJLCH, un article de « *Buzzing the Net* » de Scott Sepich daté du 12 septembre 2014 et intitulé « *State of Washington confirms WHL labour investigation, Oregon « monitoring » the situation* », dont copie est communiquée comme pièce D-15, est affiché;
62. Dans cet article, M. Sepich a fait les commentaires suivants concernant le Demandeur :

« Oregon received one complaint this year about work conditions for the Winterhawks, which was filed in January by Glenn Gumbley, the controversial CHLPA leader who has reportedly handed off CHL union efforts to Unifor, a private-sector union in Canada.

In his complaint to Oregon, Gumbley expresses frustration over what he says had been "several attempts to submit a complaint regarding child labor violations and minimum wage violations against the Portland Winterhawks."

Gumbley also claims to have "details and evidence which will show that the Portland Winterhawks and their hockey players share an employer/employee relationship."

At this point, it appears Oregon has declined to take up Gumbley on his offer. And by "monitoring" the situation in Washington, it seems that Oregon may be waiting to see how its neighbor handles the situation before taking any action.

While one might assume that Gumbley is responsible for the complaint in Washington, the KING 5 report notes that the

complaint originated within the state. That seems to make it unlikely that it was registered by Gumbley.

Gumbley has doggedly continued his CHLPA efforts over the last two years, despite an initial fiasco that included ex-NHLer Georges Laraque quitting as the face of the organization after a few weeks, the questionable collection of union cards from the QMJHL team in Sherbrooke and a spokesman named Derek Clarke whose existence came into question. »

(nous soulignons)

63. Le site Internet de l'AJLCH affiche également un article du *Toronto Star* de Robert Cribb daté du 10 juillet 2014 et intitulé « *Unifor calls for provincial probe of junior hockey* », dont copie est communiquée comme **pièce D-16**;
64. Dans cet article, M. Cribb a fait les commentaires suivants concernant le Demandeur :

« Unifor's union drive for junior hockey players, first reported in the Star on Monday, has had a bumpy start thanks to the involvement of Glenn Gumbley, a union activist currently facing a fraud charge in Montreal, whose attempts to organize players two years ago flamed out in scandal.

The man Gumbley approached last month to lead the proposed new union pulled out suddenly last week, calling the effort "shady" and filled with "unanswered questions," the Star has learned. »

(nous soulignons)

65. En fait, le Demandeur lui-même a reconnu, avant l'émission du Communiqué de presse, que sa réputation dans le domaine du hockey était ternie;
66. Par exemple, dans un courriel daté du 2 mai 2013 que le Demandeur a envoyé à David Branch, président, commissaire LCH/LHO, intitulé « *Keeping you informed* », dont copie est communiquée comme **pièce D-17**, le Demandeur indiquait : « *Surely the 3 of you are smart enough to figure out that the negative publicity I received would only last for a little while before the tides start to turn.* »;
67. Dans un article intitulé « *CHLPA's Way: How One Man Tried To Take On The Empire Of Junior Hockey* » d'un certain « *kadiesmith* » affiché sur le site Internet de l'AJLCH le 7 juin 2014, dont copie est communiquée comme **pièce D-18**, des affirmations du Demandeur concernant la mauvaise réputation de son nom sont rapportées :

« Glenn Gumbley was and still is involved in the CHLPA and he admitted that he had kept his involvement quiet because of the notoriety of his brother's name. They tried to explain it all away, but the damage had been done.

[...]

"Google is forever," said Glenn Gumbley. "So now if you google my name, that scandal comes up and it was easy for the CHL to present us a scam and play on that connection. The story is so complicated now and it's sad."

Given Randy Gumbley's history it's easy to see how that became the smoking gun for the CHLPA, and why Glenn kept his involvement quiet. [...] »

(nous soulignons)

68. Tel que décrit précédemment au paragraphe 44, compte tenu de ce qui précède, les Défenderesses avaient toutes les raisons de croire que le Demandeur était toujours activement impliqué en marge du hockey junior au Canada et jouait un rôle dans le Recours collectif proposé;
69. De plus, les Défenderesses soumettent que le Communiqué de presse n'a pas porté préjudice à la réputation du Demandeur, telle réputation étant déjà ternie au sein de la communauté canadienne du hockey junior, et qu'il n'y a aucun lien de causalité entre la réputation controversée du Demandeur illustrée par les Commentaires dont le Demandeur se plaint dans sa Requête et l'émission du Communiqué de presse;
70. L'action du Demandeur est mal fondée en faits et en droit;
71. La Défense des Défenderesses est bien fondée en faits et en droit;

POUR CES MOTIFS, PLAISE AU TRIBUNAL :

ACCUEILLIR la présente défense;

REJETER la requête introductive d'instance du Demandeur;

LE TOUT avec dépens.

MONTREAL, le 3 mars 2015

*Société d'avocats
Torys S.E.N.C.R.L.*

**SOCIÉTÉ D'AVOCATS TORYS S.E.N.C.R.L.
Procureurs des Défenderesses**

CANADA
 PROVINCE DE QUÉBEC
 DISTRICT DE MONTRÉAL

COUR SUPÉRIEURE
 (Chambre civile)

NO: 500-17-085706-144

GLENN RICHARD GUMBLEY

Demandeur

c.

CANADIAN HOCKEY LEAGUE (CHL)

et

**QUÉBEC MAJOR JUNIOR HOCKEY
 LEAGUE INC.**

et

ONTARIO HOCKEY LEAGUE (OHL)

et

WESTERN HOCKEY LEAGUE (WHL)

Défenderesses

LISTE DES PIÈCES DES DÉFENDERESSES

- PIÈCE D-1 :** Copie de la déclaration déposée par le requérant Samuel Berg le 17 octobre 2014 auprès de la Cour supérieure de l'Ontario;
- PIÈCE D-2 :** Copie de la déclaration amendée déposée par le requérant Samuel Berg le 20 octobre 2014 auprès de la Cour supérieure de l'Ontario;
- PIÈCE D-3 :** Copie de la requête pour autorisation d'exercer un recours collectif déposée par le requérant Lukas Walter le 29 octobre 2014 auprès de la Cour supérieure du Québec;
- PIÈCE D-4 :** Copie de la déclaration déposée par le requérant Lukas Walter le 31 octobre 2014 auprès de la Cour supérieure de l'Alberta;

- 2 -

- PIÈCE D-5 :** Copie de la déclaration déposée par l'*Ontario Central Scouting Corporation* le 4 mai 2011 auprès de la Cour supérieure de l'Ontario;
- PIÈCE D-6 :** Copie de la défense amendée déposée par Hockey Canada le 13 juillet 2011 auprès de la Cour supérieure de l'Ontario;
- PIÈCE D-7 :** Copie de l'ordonnance de l'honorable juge Murray datée du 9 janvier 2014;
- PIÈCE D-8 :** Copie d'un article du *Toronto Sun* de Joe Warmington daté du 31 octobre 2012 et intitulé « *Mystery surrounds CHLPA official, Fraudster alleged to be involved in junior hockey union* »;
- PIÈCE D-9 :** Copie d'un article du *Toronto Star* de Robert Cribb et Kerry Gillepsie daté du 2 novembre 2012 et intitulé « *Who is Derek Clarke, CHLPA spokesperson?* »;
- PIÈCE D-10 :** Copie d'un article du *Toronto Star* de Mark Zwolinski daté du 2 novembre 2012 et intitulé « *Georges Laraque, Derek Clarke quitting their positions with CHLPA* »;
- PIÈCE D-11 :** Copie d'une lettre datée du 16 octobre 2014 intitulée « *The CHLPA Countdown Clock has less than 4 days remaining. The countdown is on for David Branch and the Canadian Hockey League. Keep watching.* » signée par Glenn Gumbley et publiée sur le site internet de l'Association des joueurs de la Ligue canadienne de hockey (l'« **AJLCH** »);
- PIÈCE D-12 :** Copie d'un courriel daté du 20 octobre 2014 de Glenn Gumbley au nom de « *The Gumbley's* » envoyé à M. Glen McCurdie et intitulé « *Class Action* »;
- PIÈCE D-13 :** Copie de certaines publications affichées sur la page Facebook de l'AJLCH, en liasse;
- PIÈCE D-14 :** Copie d'un courriel daté du 26 février 2015 de Randy Gumbley envoyé à certains agents de joueurs et intitulé « *CHL Labour issues* »;
- PIÈCE D-15 :** Copie d'un article de « *Buzzing the Net* » de Scott Sepich daté du 12 septembre 2014 et intitulé « *State of Washington confirms WHL labour investigation, Oregon « monitoring » the situation* » affiché sur le site Internet de l'AJLCH;
- PIÈCE D-16 :** Copie d'un article du *Toronto Star* de Robert Cribb daté du 10 juillet 2014 et intitulé « *Unifor calls for provincial probe of junior hockey* » affiché sur le site Internet de l'AJLCH;

- 3 -

- PIÈCE D-17 :** Copie d'un courriel daté du 2 mai 2013 envoyé par Glenn Gumbley à M. David Branch et intitulé « *Keeping you informed* »;
- PIÈCE D-18 :** Copie d'un article d'un certain « kadiesmith » daté du 7 juin 2014 et intitulé « *CHLPA's Way: How One Man Tried To Take On The Empire Of Junior Hockey* » affiché sur le site Internet de l'AJLCH.

MONTREAL, le 3 mars 2015

*Société d'avocats
Torys S.E.N.C.R.L.*

SOCIÉTÉ D'AVOCATS TORYS S.E.N.C.R.L.
Procureurs des Défenderesses

Fax Call Report

HP LaserJet M3035 MFP Series

Page 1

Fax Header Information

TORYS
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03-Mar-2015 14:45

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CANADA
PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL
NO : 500-17-085706-144

COUR SUPÉRIEURE
(Chambre civile)

GLENN RICHARD GUMBLEY

Demandeur

c.
CANADIAN HOCKEY LEAGUE (CHL) ET AL.

Défenderesses

BORDEREAU DE TRANSMISSION PAR TÉLÉCOPIEUR
(ART. 148.0.2 C.P.C. ET RÈGLE 6 R.P.C.S.)

EXPÉDITEUR

Me Sylvie Rodrigue
SOCIÉTÉ D'AVOCATS TORYS S.E.M.C.R.L.
1 Place Ville Marie, bureau 1819
Montréal (Québec) H3B 2C3

Tél. : 514-868-6601

Fax: 514-868-5700

Procureurs des défenderesses
Notre dossier : 37958-2002

DESTINATAIRE

Me Jamie Bentzli / Me Jeffrey Dalfen
LEGAL LOGIX INC.
7675, TransCanada, bureau 407
Saint-Laurent (Québec) H4T 1V6

Tél. : 514-419-4069

Fax: 514-419-4068

Procureurs du demandeur

Votre dossier : 01 767

Date de transmission : 3 mars 2015

Heure : 14h40

Nombre de pages transmises, incluant le présent
bordereau : 18

Nature du document :

DÉFENSE ET LISTE DES PIÈCES DES DÉFENDERESSES

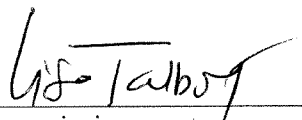
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N.B. Si cette télécopie vous est transmise par erreur, veuillez en aviser immédiatement l'expéditeur en téléphonant au numéro ci-dessus. Veuillez de plus lui retourner par courrier la transmission originale reçue sans la reproduire.

NO: 500-17-085706-144
COUR SUPÉRIEURE (Chambre civile) DISTRICT DE MONTRÉAL
GLENN RICHARD GUMBLEY Demandeur
c. CANADIAN HOCKEY LEAGUE (CHL) et QUÉBEC MAJOR JUNIOR HOCKEY LEAGUE INC. et ONTARIO HOCKEY LEAGUE (OHL) et WESTERN HOCKEY LEAGUE (WHL) Défenderesses
DÉFENSE ET LISTE DES PIÈCES DES DÉFENDERESSES
ORIGINAL
BS-2554 # 37958-2002 Me Sylvie Rodrigue SOCIÉTÉ D'AVOCATS TORYS S.E.N.C.R.L., 1, Place Ville-Marie, bureau 1919 Montréal (Québec) H3B 2C3 Tel. : 514.868.5601 / Fax : 514.868.5700

PP

This is Exhibit "PP" referred to
in the affidavit of David E. Branch,
sworn before me, this 22 day of
December, 2015

A handwritten signature in black ink, appearing to read "Lisa Talbot", written over a horizontal line.

A commissioner, etc.

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

SUPERIOR COURT
(Civil Division)

NO: 500-17-089752-157

GLENN RICHARD GUMBLEY, domiciled and residing at 1095 rue Godin, Montreal, District of Montreal, Province of Quebec, H4H 2B6;

Plaintiff

vs.

CANADIAN HOCKEY LEAGUE (CHL), a corporation having a place of business at 305 Milner Avenue, Suite 201, Scarborough, Province of Ontario, M1B 3V4;

and

QUÉBEC MAJOR JUNIOR HOCKEY LEAGUE INC., a corporation duly constituted under the laws of Quebec and having a place of business at 1205 Ampère Street, Suite 201, Boucherville, District of Longueuil, Province of Quebec, J4B 7M6;

and

ONTARIO HOCKEY LEAGUE (OHL), a corporation having a place of business at 305 Milner Street, Suite 200, Scarborough, Province of Ontario, M1B 3V4;

and

WESTERN HOCKEY LEAGUE (WHL), a corporation having a place of business at 2424, University Drive N.W., Penthouse, Calgary, Province of Alberta, T2N 3Y9;

Defendants

MOTION TO INSTITUTE PROCEEDINGS

TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT, SITTING IN PRACTICE DIVISION, IN AND FOR THE DISTRICT OF MONTREAL, PLAINTIFF RESPECTFULLY SUBMITS AS FOLLOWS:

OVERVIEW

1. Plaintiff, Glenn Gumbley, has been the victim of defamation by Defendants, who have singled him and his family out in recent press releases published and diffused on their website with respect to a class action lawsuit filed against anyone of the Defendants;
2. On or around October 20th, 2014, Defendants concerted to publish and diffuse on their websites a press release, the whole as it more fully appears a copy of said press release, **EXHIBIT P-1**, communicated to Defendants with the service hereof;
3. That it more fully appears from the press release, Exhibit P-1, Defendants make explicit reference to Plaintiff, reproduced as follow:

"In addition, despite all mentions to the contrary, recent communications and social media posts by Glenn Gumbley of the CHLPA lead us to believe that the Gumbleys are still actively involved on the fringes of junior hockey in Canada and with this action. The CHL will once again issue warnings to our players and their parents cautioning them about the Gumbleys."

4. Defendants have published said press release with specific reference to Plaintiff, without the latter having any direct or indirect involvement in the class action filed against any of Defendants;
5. In response to said press release, Plaintiff instructed the undersigned attorneys to send a letter of demand to Defendants, as it more fully appears from a copy of said letter dated November 7th, 2014 and proof of service thereof, **EXHIBIT P-2** bundle, communicated to Defendants with the service hereof;

6. As it more fully appears from a copy of the letter, Exhibit P-2, Plaintiff denounced Defendants' malicious attempt to divert any negative press that the class action brought upon Defendants unto Plaintiff and his family in a reckless and defamatory manner;
7. In addition to reserving his rights and recourses, Defendants were summoned, pursuant to said letter of demand, Exhibit P-2, to immediately publish a complete public apology and retraction on each of Defendants' websites for a certain period of time, failure to which legal action would be taken, as it more fully appears therein;
8. Notwithstanding, the demands formulated in the letter of demand, Exhibit P-2, Defendants have neglected and failed to comply therewith;
9. As a direct result of Defendants' failure and/or refusal to comply with this demand, Plaintiff has been subjected to a verbiage of criticism, slanders, defamatory remarks and defamation of character by social media and other internet commentators since the publication of said press release, Exhibit P-1, which have persisted until the time of the present proceedings, the whole as more fully appears from a series of Twitter comments, **EXHIBIT P-3** bundle, communicated to Defendants with the service hereof;
10. Plaintiff is known under the alias of "@theCHLPA" and "@CHLPA2015" on Twitter, which he uses exclusively for all conversations on that platform;
11. The Twitter comments, Exhibit P-3, can be summarized as follows:
 - On or around December 5th 2014: Josh Morrisson @morriskeyson: @theCHLPA thx stop spending your life with 17 year olds loser probably bring ur dog and bald ass to high school parties n shit creepazoid
 - On or around December 5th 2014: Corey Hirsch @CoreyHirsch: @theCHLPA the only thing you care about is you.
 - On or around December 5th 2014: Corey Hirsch @CoreyHirsch: @theCHLPA you're one of those people that crave conflict. You could care less about the kids. All...Yes all of my friends are better for it.
 - On or around November 23rd 2014 Derek Halldorson @halldy20: @jedoksos @theCHLPA agreed probably out of medication and doesn't get his welfare cheque till the end of the month

- On or around November 23rd 2014 Derek Halldorson @hallyd20: @theCHLPA haha nice that's all you got, good bye pedophile
- On or around November 23rd 2014 Derek Halldorson @hallyd20: @theCHLPA haha good one and all you do is attack the CHL there pedophile
- November 12th 2014: Anthony Curtis @tcc71: @theCHLPA lmao you're a scumbag ive heard all about u
- November 6th 2014: Yersenia @wbrey: @theCHLPA So which Gumbley are you? The one convicted of defrauding junior players twice? Or the one who tried to represent them? #idiots
- October 29th 2014: Cyclone @CycloneGU: @theCHLPA "Thanks to Gumbley & CHLPA" – On your Web site Gumbley was a mistake. So clearly you are Gumbley trying to lie. Again.
- October 28th 2014: Cyclone @CycloneGY: @theCHLPA @hallyd20 @VickyGrygar @SteveClarkMedia – The fact that two years later you still want to exploit them is ridiculous;.
- October 22nd 2014: Robert Dilworth @Rpickle_27: @CycloneGU @Spencer5Abraham @timkingsbury the CHLPA is a fraud, it's a disgrace to hockey. Spencer has the right perspective #LoveTheGame
- October 27th 2014: Cyclone @CycloneGY: @VickyGrygar @theCHLPA @hallyd20 @SteveClarkMedia - I love how a special interest group (the union) is willing to waste money. Wow.
- October 20th 2014: John Matisz @MatiszJohn: CHL "will vigorously defend" itself. Part of joint statement from CHL's 3 commissioners, re: class action lawsuit:

In terms of the class action that was filed today in Toronto late last week, the CHL, our member leagues and teams will vigorously defend ourselves against this action which will not only have a negative effect on hockey in Canada but through all sports in which amateur student athletes are involved.

In addition, despite all mentions to the contrary, recent communications and social media posts by Glenn Gumbley of the CHLPA lead us to believe that the Gumbleys are still actively involved on the fringes of junior hockey in Canada and with this action. The CHL will once again issue warnings to our players and their parents cautioning them about them Gumbleys.

- October 20th 2014: Patrick Johnston @risingaction: CHL statement dodges issue of pay (which isn't surprising, given pending litigation) and reminds us about Gumbleys
- October 20th 2014: Ian Shantz @IanShantz: The Gumbley Bros. Circus is back! Two-ring company.

12. That said comments include, but are not limited to commentary from influential public figures, such as the November 22nd, 2014, tweet from Corey Hirsch, former National Hockey League Goalie and currently Goalie Coach with the St-Louis Blues NHL franchise;

13. It is evident from the foregoing that Defendants have strategically and intentionally used Plaintiff's name in their press release, Exhibit P-1, in an attempt to find the perfect scapegoat to demonize in order to deflect the negative press surrounding their legal matters;
14. That Defendants' actions are exacerbated by the parties' history, through which they are stopped at nothing to discredit Plaintiff and bring any about negative press;
15. The above-mentioned comments are blatantly injurious and prejudicial to Plaintiff and have severely and negatively impacted his online presence and reputation in the Canadian hockey community;
16. In addition, the irresponsible and malicious comments, Exhibit P-3, are a direct result of the unconscionable press release, Exhibit P-1, and have destroyed Plaintiff and his family's reputation;
17. As a consequence of the foregoing, Plaintiff is justified in claiming an amount of SIXTY THOUSAND DOLLARS (\$60,000.00) for defamation to his character by Defendants, who collectively constitute the foremost authorities in Canadian hockey, holding a privileged position in Canadian society and culture;
18. In addition to the foregoing, Defendants reprehensible actions are subject to punitive damages in the amount of FORTY THOUSAND DOLLARS (\$40,000.00);
19. All the facts contained in the present motion occurred in the judicial district of Montreal;
20. All the facts in the present motion to institute proceedings are true;

FOR THESE REASONS MAY IT PLEASE THIS COURT TO:

GRANT the present motion;

CONDEMN Defendants solidarily to pay to Plaintiff the amount of \$100,000.00, *sauf à parfaire*, plus interest at the legal rate as of October 20, 2014, plus the additional indemnity provided at section 1619 of the *Civil Code of Québec*;

THE WHOLE with costs against the Defendants.

COPIE CONFORME/TRUE COPY

Legal Logik Inc.
LEGAL LOGIK INC.

MONTREAL, July 30, 2015

Legal Logik Inc.

Legal Logik Inc.

Attorneys for Plaintiff

NOTICE TO DEFENDANTS AS TO CONTESTATION

Take notice that the Plaintiff has filed this application in the office of the **Superior Court** of the judicial district of Montreal.

To file an answer to this application, you must file an Appearance, personally or by advocate, at the courthouse of Montreal, 1, rue Notre-Dame Est, Montreal (Québec), H2Y 1B6, within 10 days of service of this Motion.

If you fail to file an Appearance within the time limit indicated, a judgment by default may be rendered against you without further notice upon the expiry of the 10-day period.

If you file an Appearance, the application will be presented before the court on **September 11, 2015, at 9h00, in Room 2.16**. On that date, the court may exercise such powers as are necessary to ensure the orderly progress of the proceeding of the court may hear the case, unless you make a written agreement with the Plaintiff or the Plaintiff's advocate on a timetable for the orderly progress of the proceeding. The timetable must be filed in the office of the Court.

REQUEST FOR TRANSFER OF A SMALL CLAIM

As the Defendant, you may make a request to the clerk for the action to be disposed of before the small claims division of the Quebec Court, pursuant to the rules of Book VIII of the *Code of Civil Procedure of Quebec* (R.S. Q. C-25), if the amount claimed does not exceed \$15,000.00, exclusive of interest, if you would be admissible as a Plaintiff under that Book and if the action would be admissible under that Book.

Should you fail to make such a request, you may be liable for costs greater than those applicable under Book VIII of this Code.

MONTREAL, July 30, 2015

COPIE CONFORME/TRUE COPY

Legal Logik Inc.
LEGAL LOGIK INC.

Legal Logik Inc.
LEGAL LOGIK INC.
Attorneys for Plaintiff

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

SUPERIOR COURT
(Civil Division)

NO:

GLENN RICHARD GUMBLEY;

Plaintiff

vs.

CANADIAN HOCKEY LEAGUE (CHL);

and

QUÉBEC MAJOR JUNIOR HOCKEY
LEAGUE INC.;

and

ONTARIO HOCKEY LEAGUE (OHL);

and

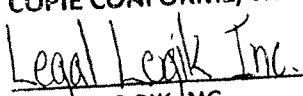
WESTERN HOCKEY LEAGUE (WHL);

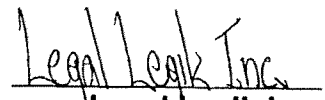
Defendants

LIST OF EXHIBITS

- EXHIBIT P-1:** Copy of press release dated October 20, 2014;
- EXHIBIT P-2:** Copy of demand letter dated November 7, 2014, and proof of service bundle;
- EXHIBIT P-3:** Copy of the series of Twitter comments;

MONTREAL, July 30, 2015

COPIE CONFORME/TRUE COPY

LEGAL LOGIK INC.


Legal Logik Inc.
Attorneys for Plaintiff



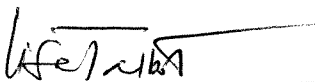
04-08-2015

10/4/10

NO: 500-17-089759-151
SUPERIOR COURT DISTRICT OF MONTREAL
GLENN RICHARD GUMBLEY;
Plaintiff
v. CANADIAN HOCKEY LEAGUE; and QUEBEC MAJOR JUNIOR HOCKEY LEAGUE INC.; and ONTARIO HOCKEY LEAGUE; and WESTERN HOCKEY LEAGUE;
Defendants
MOTION TO INSTITUTE PROCEEDINGS
COPY FOR DEFENDANT, QUEBEC MAJOR JUNIOR HOCKEY LEAGUE
Mon dossier : 01 767 BL5655
LEGAL LOGIK INC.
7575 TransCanadienne, BUREAU 407 SAINT-LAURENT (QUÉBEC) CANADA H4T 1V6 TÉL: (514) 419-4069 TÉLÉC: (514) 419-4068 DOMICILE ÉLU JEAN-FÉLIX BOUCHARD – HUISSIERS DE JUSTICE 430 STE-HELENE MONTREAL, QUEBEC H2Y 2K9

QQ

This is Exhibit "QQ" referred to
in the affidavit of David E. Branch,
sworn before me, this ²³ day of
December, 2015

A handwritten signature in black ink, appearing to be "L. E. Branch", written over a horizontal line.

A commissioner, etc.

CANADA

PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL

COUR SUPÉRIEURE
(Chambre civile)

NO: 500-17-089752-151

GLENN RICHARD GUMBLEY

Demandeur

c.

CANADIAN HOCKEY LEAGUE (CHL)

et

**QUÉBEC MAJOR JUNIOR HOCKEY
LEAGUE INC.**

et

ONTARIO HOCKEY LEAGUE (OHL)

et

WESTERN HOCKEY LEAGUE (WHL)

Défenderesses

DÉFENSE

EN DÉFENSE À LA REQUÊTE INTRODUCTIVE D'INSTANCE DU DEMANDEUR, CANADIAN HOCKEY LEAGUE (CHL), QUÉBEC MAJOR JUNIOR HOCKEY LEAGUE INC., ONTARIO HOCKEY LEAGUE (OHL) ET WESTERN HOCKEY LEAGUE (WHL) (COLLECTIVEMENT, LES « DÉFENDERESSES ») EXPOSENT CE QUI SUIT :

1. Les Défenderesses nient les allégations contenues au paragraphe 1 de la Requête introductive d'instance (la « **Requête** ») et réfèrent à ce qui est ci-après exposé;
2. Quant aux allégations contenues aux paragraphes 2, 3 et 4 de la Requête, les Défenderesses admettent avoir publié le communiqué de presse mentionné à ces paragraphes, lequel est communiqué par le Demandeur comme pièce P-1 au soutien de sa Requête (le « **Communiqué de presse** ») et réfèrent la Cour à ce document, niant tout le reste et ajoutant que le Communiqué de presse n'est pas diffamatoire envers le Demandeur;

3. Quant aux allégations contenues aux paragraphes 5 à 8 de la Requête, les Défenderesses admettent avoir reçu la lettre de mise en demeure mentionnée à ces paragraphes, laquelle est communiquée par le Demandeur comme pièce P-2 au soutien de sa Requête, mais nient l'exactitude des faits et la légitimité des revendications contenus dans cette lettre et nient qu'il s'agissait d'une tentative malveillante de détourner la presse négative liée au recours collectif de façon téméraire et diffamatoire;
4. Les Défenderesses nient, telles que rédigées, les allégations contenues au paragraphe 9 de la Requête et ajoutent qu'elles ignorent et n'ont eu aucune implication en ce qui concerne les commentaires publiés sur *twitter* (les « **Commentaires** ») communiqués par le Demandeur comme pièce P-3 au soutien de sa Requête;
5. Les Défenderesses ignorent les allégations contenues au paragraphe 10 de la Requête;
6. Quant aux allégations contenues aux paragraphes 11 et 12 de la Requête, les Défenderesses réfèrent la Cour à la pièce P-3 et réitèrent qu'elles ignorent et n'ont eu aucune implication quant à ces Commentaires;
7. Les Défenderesses nient les allégations contenues au paragraphe 13 et s'en remettent à la pièce P-1, niant tout ce qui n'y est pas conforme;
8. Les Défenderesses nient, telles que rédigées, les allégations contenues au paragraphe 14 de la Requête et ajoutent qu'il existe effectivement un « historique entre les parties » (« *parties' history* »), tel que décrit ci-dessous;
9. Les Défenderesses nient les allégations contenues aux paragraphes 15 à 18 de la Requête;
10. Les Défenderesses ignorent les allégations contenues au paragraphe 19 de la Requête;
11. Les Défenderesses nient les allégations contenues au paragraphe 20 de la Requête;

ET DANS LE BUT DE RÉTABLIR LES FAITS, LES DÉFENDERESSES AJOUTENT CE QUI SUIT :

Les Défenderesses

12. La Ligue canadienne de hockey (la « **LCH** ») est la plus importante ligue de développement de hockey au monde avec 52 équipes canadiennes et huit équipes américaines qui participent à la Ligue de hockey de l'Ontario (la

« **LHO** »), la Ligue de hockey junior majeur du Québec (la « **LHJMQ** ») et la Ligue de hockey de l'Ouest (la « **LHOu** »);

Le Demandeur

13. Le Demandeur est le fondateur de la soi-disant Association des joueurs de la Ligue canadienne de hockey (l'« **AJLCH** »), une « association » qu'il semble avoir fondée en 2012;

Le recours collectif proposé

14. Le 17 octobre 2014, un recours collectif proposé au montant de 180 millions a été déposé contre les Défenderesses et d'autres parties à Toronto basé sur des allégations à l'effet que les Défenderesses, ainsi que les équipes participantes dans les ligues des Défenderesses, auraient contrevenu à la législation relative au salaire minimum (le « **Recours collectif proposé** »), le tout tel qu'il appert d'une copie de la déclaration déposée par le requérant Samuel Berg le 17 octobre 2014 (la « **Déclaration** ») communiquée comme **pièce D-1**;
15. Le 20 octobre 2014, une déclaration amendée (la « **Déclaration amendée** ») a été déposée par le requérant Samuel Berg, le tout tel qu'il appert d'une copie de la Déclaration amendée communiquée comme **pièce D-2**;
16. Le 29 octobre 2014, seulement neuf jours après la publication du Communiqué de presse, un recours collectif proposé au montant de 50 millions basé sur les mêmes allégations que celles décrites dans le Recours collectif proposé a été déposé contre les Défenderesses et d'autres parties au Québec par le requérant Lukas Walter, lequel était initialement représenté par les procureurs du Demandeur dans ce recours (le « **Recours collectif proposé au Québec** »), le tout tel qu'il appert d'une copie de la requête pour autorisation d'exercer un recours collectif déposée par le requérant Lukas Walter le 29 octobre 2014 communiquée comme **pièce D-3**;
17. Le 31 octobre 2014, un nouveau recours collectif proposé basé sur les mêmes allégations que celles décrites dans le Recours collectif proposé a été déposé à Calgary (le « **Recours collectif proposé en Alberta** »), le tout tel qu'il appert d'une copie de la déclaration déposée par le requérant Lukas Walter le 31 octobre 2014 communiquée comme **pièce D-4**;
18. Les Défenderesses nient les allégations du Recours collectif proposé, du Recours collectif Proposé au Québec et du Recours collectif proposé en Alberta et entendent se défendre vigoureusement à l'encontre de ces recours;

La participation du Demandeur en marge du hockey junior au Canada

19. Le Demandeur et son frère ont été activement impliqués en marge du hockey junior au Canada par le passé, notamment tel que décrit ci-dessous;

20. L'« historique entre les parties » remonte à 2009, lorsqu'il a été porté à l'attention des Défenderesses que l'*Ontario Central Scouting Corporation* (l'« **OCSC** »), une personne morale dont l'unique administrateur était le frère du Demandeur, Randy Gumbley, organisait des équipes de hockey canadiennes afin qu'elles participent à des tournois de hockey qui se tiendraient en Europe en août 2009 (les « **Tournois européens** ») et utilisait sur son site Internet, sans autorisation, les logos de la LHO et de l'Association canadienne de hockey (aussi connue sous le nom de Hockey Canada), alors que ni l'OCSC, ni ses équipes, ne faisaient partie de Hockey Canada ou de ses divisions;
21. Hockey Canada a envoyé un avis aux fédérations de hockey sur glace française et allemande et à la Fédération internationale de hockey sur glace (la « **FIHG** ») indiquant que l'OCSC n'était pas associée, affiliée ou membre de Hockey Canada et que, considérant que Hockey Canada n'avait aucune juridiction sur l'OCSC, elle ne pouvait pas approuver la participation de l'OCSC aux Tournois européens;
22. Lorsque les fédérations de hockey sur glace française et allemande et la FIHG ont appris que l'OCSC ne faisait pas partie de Hockey Canada, elles ont apparemment retiré leurs équipes des Tournois européens;
23. Suite à ces événements, l'OCSC a déposé une action au montant de 3,5 millions contre Hockey Canada (le « **Recours du frère du Demandeur** »), le tout tel qu'il appert d'une copie de la déclaration déposée par l'OCSC le 4 mai 2011 communiquée comme **pièce D-5**;
24. Hockey Canada s'est vigoureusement défendue contre le Recours du frère du Demandeur, le tout tel qu'il appert notamment d'une copie de la défense amendée déposée par Hockey Canada le 13 juillet 2011 (la « **Défense amendée de HC** ») communiquée comme **pièce D-6**;
25. Le Recours du frère du Demandeur a finalement été rejeté par la Cour supérieure de justice de l'Ontario, le tout tel qu'il appert d'une copie de l'ordonnance rendue par l'honorable juge Murray le 9 janvier 2014 communiquée comme **pièce D-7**;
26. Il est important de noter que, tel que décrit dans la Défense amendée de HC (pièce D-6), suite aux événements entourant l'organisation des Tournois européens, le frère du Demandeur a plaidé coupable à de multiples chefs d'accusation individuels de « fraude de moins de 500 \$ », a été condamné à 45 jours de prison, a reçu une interdiction de s'impliquer dans le hockey mineur canadien pour cinq ans et a été condamné à faire un don à une œuvre de charité sportive;
27. De plus, tel que décrit dans la Défense amendée de HC (pièce D-6), dans le cadre de procédures en cours au moment des faits en litige dans le Recours du frère du Demandeur, le frère du Demandeur avait également été reconnu

coupable d'avoir fraudé le public en soutirant une somme de 100 000 \$ à neuf parents de joueurs de hockey qui croyaient payer le frère du Demandeur pour un programme de hockey d'une année complète pour leurs enfants et a été condamné à l'assignation à résidence pour un mois et à un couvre-feu pour 11 mois additionnels;

28. En 2011, motivé par la colère qu'il éprouvait contre les Défenderesses et Hockey Canada découlant de ce qu'il considérait comme une tentative réussie pour saboter l'initiative de son frère d'organiser les Tournois européens via un abus de position dominante, le Demandeur a commencé à s'impliquer activement en marge du hockey junior au Canada;
29. Au cours de l'été 2012, l'AJLCH a été fondée par le Demandeur, bien que, tel qu'expliqué ci-dessous, son implication auprès de l'AJLCH a initialement été cachée, dans le but de syndiquer les joueurs évoluant dans les ligues des Défenderesses et de demander et d'obtenir une certification syndicale dans chacune des provinces où se trouvent des équipes de la LCH, ainsi qu'aux États-Unis;
30. À cette époque, un dénommé Derek Clarke agissait à titre de porte-parole de l'AJLCH;
31. Dans les semaines qui ont suivi l'annonce officielle de la fondation de l'AJLCH, les Défenderesses ont reçu des plaintes de la part de joueurs et de leurs parents au sujet, entre autres, d'appels tardifs en soirée, de numéros de téléphone bloqués, de refus de prétendus représentants de l'AJLCH de s'identifier, et de jeunes joueurs de hockey approchés lorsqu'ils sortaient seuls de joutes de hockey en fin de soirée par des adultes agressifs qui ne divulguaient qu'une partie de leur nom, critiquaient vigoureusement les Défenderesses et leurs équipes, suivaient de manière agressive les joueurs, et nonobstant les protestations des joueurs, continuaient de solliciter leur adhésion à l'AJLCH;
32. Compte tenu de ces plaintes, les Défenderesses ont décidé, pour des raisons de sécurité et ayant le meilleur intérêt de leurs joueurs à cœur, d'engager un détective privé pour essayer d'identifier qui était Derek Clarke;
33. À l'automne 2012, des questionnements sont apparus dans les médias à savoir s'il était possible que Derek Clarke soit en réalité Randy Gumbley, le frère du Demandeur, qui avait été condamné à deux reprises pour fraude à l'endroit de joueurs de hockey et de leurs familles;
34. En effet, certains médias ont rapporté que Georges Laraque, qui occupait le poste de directeur exécutif de l'AJLCH à l'époque, avait identifié une photo de Randy Gumbley comme étant Derek Clarke, tel que détaillé dans un article du *Toronto Sun* de Joe Warmington daté du 31 octobre 2012 et intitulé « *Mystery surrounds CHLPA official, Fraudster alleged to be involved in junior hockey union* », dont copie est communiquée comme **pièce D-8**;

35. Georges Laraque a par la suite nié que Randy Gumbley et Derek Clarke étaient la même personne, et a déclaré que Randy Gumbley n'avait aucune implication au sein de l'AJLCH et qu'il ne l'avait jamais rencontré, tel que mentionné dans l'article du *Toronto Sun* (pièce D-8);
36. Il a plus tard été révélé que le Demandeur était impliqué dans l'AJLCH et avait tenté de garder son identité secrète étant donné qu'il savait que son nom de famille était « toxique » dans le monde du hockey (« *because he knew his family name was toxic in hockey circles* »), tel que détaillé dans un article du *Toronto Star* de Robert Cribb et Kerry Gillepsie daté du 2 novembre 2012 et intitulé « *Who is Derek Clarke, CHLPA spokesperson?* », dont copie est communiquée comme **pièce D-9**;
37. Dans la foulée de ces révélations, Georges Laraque et Derek Clarke ont quitté leurs positions respectives au sein de l'AJLCH et les deux avocats de l'AJLCH ont également démissionné, tel que détaillé dans un article du *Toronto Star* de Mark Zwolinski daté du 2 novembre 2012 et intitulé « *Georges Laraque, Derek Clarke quitting their positions with CHLPA* », dont copie est communiquée comme **pièce D-10**;
38. Suite à ces événements, le Demandeur est demeuré impliqué en marge du hockey junior au Canada et, tel qu'indiqué dans le passage du Communiqué de presse faisant l'objet des présentes procédures, de récentes communications et publications dans les médias sociaux ont porté les Défenderesses à croire que le Demandeur était impliqué dans le Recours collectif proposé;
39. Au cours des deux dernières années, le Demandeur a menacé les Défenderesses à plusieurs reprises, notamment relativement à des mesures qu'il soutenait avoir l'intention d'entreprendre contre elles pour de prétendues violations des normes du travail, a soulevé des questions relatives aux salaires minimums des joueurs à de nombreuses occasions et a fréquemment critiqué publiquement les Défenderesses et leurs représentants;
40. À titre d'exemple, le 16 octobre 2014, soit quatre jours avant que la Déclaration amendée ne soit déposée, une lettre intitulée « *The CHLPA Countdown Clock has less than 4 days remaining. The countdown is on for David Branch and the Canadian Hockey League. Keep watching.* » signée par le Demandeur a été publiée sur le site Internet de l'AJLCH, dont copie est communiquée comme **pièce D-11**;
41. Dans cette lettre (pièce D-11), le Demandeur a fait l'annonce suivante :

« *The countdown clock has started for the Canadian Hockey League. In less than 4 days from now David Branch and the Canadian Hockey League will have to start thinking about answering some very serious questions on how the CHL is being operated.*

It's time for players and parents to recognize that positive change continues to be applied to how the league decides to operate. Slowly but surely we are giving David Branch no other alternatives but to operate his league more responsibly while players rights are still in question.

With less than 4 days to go, the countdown clock protecting players' rights will end at 4:59:59, Monday, October 20th, 2014.

Glenn Gumbley is committed to ensure that ALL Major Junior Hockey players rights are protected within the CHL at all times. Each day, more and more progress is being made and over the last few years Glenn Gumbley and the CHLPA have been responsible for numerous changes within the league itself [...] »

42. Par ailleurs, le 20 octobre 2014, à 11 h 05, le Demandeur a même envoyé un courriel au nom de « *The Gumbley's* » à Glen McCurdie, vice président, Hockey Canada, intitulé « *Class Action.* », dont copie est communiquée comme **pièce D-12**, dans lequel il déclare ce qui suit :

« Sorry about the clock. I was off by about 12 hours.

Glen, could you verify in an email to me in the Hockey Canada considers the Canadian Hockey League as a member?

If you need to refresh your memory. Please refer to your deposition.

I will keep you informed of the next countdown clock which will be named BFL & First Lion Holdings.

What's the easiest way to turn \$3.5 million into \$180 million?

Love,

The Gumbley's »

43. En outre, plusieurs publications ont été affichées sur la page Facebook de l'AJLCH durant la dernière année, certaines d'entre elles étant d'ailleurs diffamatoires, suggérant que l'AJLCH et les frères Gumbley étaient « toujours activement impliqués en marge du hockey junior au Canada » ainsi que dans le Recours collectif proposé, le tout tel qu'il appert notamment, mais sans s'y limiter, de copies de certaines de ces publications communiquées, *en liasse*, comme **pièce D-13** :

- 22 février 2014 : « *Read this article to see just how big of a lying sack of moustache CHL Commissioner David Branch really is* », avec un lien à un article de *Yahoo Sports* par Sunata Sapurji daté du 20 février 2014 et intitulé « *OHL ups the ante, makes significant changes to player benefit packages* »

- 20 février 2014 : « [...] If the CHL and it's owners who are fully aware of the impending legal action think that for one moment that by allowing a player only to extend his education package which he has worked for and rightfully earned, they are gravely mistaken.

By sugar coating an extra \$50 a week for these players is embarrassing. I wish to inform you Mr. Branch that you are seriously mistaken if you believe The CHL and it's owners are above the laws in Canada. These players of the CHL have rights. The CHL has abused and disenfranchised CHL players for decades. The players of the CHL demand and require respect. If as David Branch says is true and I quote "We recognize that the players are the most important people in the game." Then we ask that the CHL and it's owners respectfully compensate and prohibit any further sanctions or penalties on education packages that are earned during the course of a CHL players employment with their respective CHL teams. Mr Branch continues to penalize his players for accessing their education package that is rightfully theirs. In closing I would ask Mr. Branch if he would be willing to give back the money he has earned for the past 5 years if he took a job or employment with another employer? This is what has been done to every CHL player for decades.

[...]

Nothing more than hourly wages and non restricted education packages will be acceptable. The players have more than earned that right. »

- 3 janvier 2014 : « Is The CHL & Hockey Canada completely above the law? Will prosecuting these 2 organizations jeopardize the sport of Hockey in Canada? In this two tiered justice system the CHL & Hockey Canada don't have to adhere to any laws while everyone else has to somehow comply with the law. This is very problematic and troubling. »

44. Compte tenu de ce qui précède, les Défenderesses avaient toutes les raisons de croire que le Demandeur était toujours activement impliqué en marge du hockey junior au Canada et jouait un rôle dans le Recours collectif proposé;
45. Au surplus, il est à noter que les convictions des Défenderesse à l'effet que la famille Gumbley était toujours activement impliquée en marge du hockey junior au Canada et dans le Recours collectif proposé ont récemment été confirmées quand il a été porté à l'attention des Défenderesses que le frère du Demandeur, Randy Gumbley, envoyait des courriels contenant des allégations diffamatoires et sans fondements à des agents de joueurs de hockey junior afin de promouvoir le Recours collectif proposé, le tout tel qu'il appert d'une copie d'un courriel envoyé par Randy Gumbley le 26 février 2015, dont copie est communiquée comme **pièce D-14**;

Le Communiqué de presse

46. Contrairement aux allégations de la Requête, les propos qui sont reprochés aux Défenderesses par le Demandeur et reproduits au paragraphe 3 de la Requête ne sont pas diffamatoires;
47. Les Défenderesses affirment que les propos reprochés dans la Requête constituent l'expression d'une opinion de bonne foi et sans malice et que les Défenderesses n'ont pas commis quelque faute que ce soit en émettant le Communiqué de presse et en exerçant leur liberté d'expression pour transmettre leurs préoccupations;
48. Cette opinion est basée sur la conduite du Demandeur, notamment sur les communications mentionnées ci-dessus, lesquelles ont porté les Défenderesses à croire honnêtement que, « malgré toutes les mentions contraires à cet effet », le Demandeur était impliqué en marge du hockey junior et dans le Recours collectif proposé;
49. Considérant que, suite à la création de l'AJLCH en 2012, les Défenderesses ont reçu des plaintes de joueurs et de leurs parents, tel que détaillé précédemment au paragraphe 31, à l'effet que, entre autres, les joueurs recevaient des appels tardifs et étaient approchés de manière agressive par des représentants de l'AJLCH pour les inciter à devenir membres de cette association, les Défenderesses ont décidé, pour des raisons de sécurité et ayant à cœur les intérêts de leurs joueurs, de les aviser qu'elles croyaient que le Demandeur était encore impliqué en marge du hockey junior au Canada et par l'entremise du Recours collectif proposé;
50. Dans ce contexte, les propos reprochés par le Demandeur exprimaient les préoccupations légitimes des Défenderesses basées sur des prémisses factuelles et n'ont pas été émis dans le but de nuire à la réputation du Demandeur;
51. De plus, lesdits propos n'ont pas été formulés de manière fautive, le langage utilisé dans le Communiqué de presse étant neutre, de sorte qu'une personne raisonnable ne considérerait pas que la réputation du Demandeur a été ternie par le Communiqué de presse;

Les Commentaires

52. Les Défenderesses réitèrent qu'elles ignorent et n'ont aucune implication en ce qui concerne la publication des Commentaires auxquels le Demandeur fait référence dans sa Requête;
53. Les Défenderesses ont seulement eu connaissance des Commentaires publiés sur « *twitter* » lorsqu'ils ont été portés à leur attention par la signification de la Requête;

54. Ceci étant dit, les Défenderesses soumettent que les Commentaires, plutôt que de soutenir le bien-fondé de l'action du Demandeur, démontrent que ce dernier était déjà connu comme étant un personnage controversé au sein de la communauté du hockey junior au Canada et que le « *verbiage of criticism, slanders, defamatory remarks and defamation by social media and other internet commentators* » dont se plaint le Demandeur aux paragraphes 9 à 12 de sa Requête n'a pas été causé par le Communiqué de presse tel qu'il l'allègue, mais résulte plutôt de sa réputation déjà souillée;
55. À titre d'exemple, le Demandeur réfère, au paragraphe 11 de sa Requête, à des Commentaires qui en réalité indiquent clairement que le Demandeur était déjà connu, et non pas de façon positive, dans la communauté canadienne de hockey :
- Commentaire d'une certaine « Yersenia » le 6 novembre 2014 : « *So which Gumbley are you? The one convicted of defrauding junior players twice? Or the one who tried to represent them? #idiots* »
 - Commentaire d'un certain « Cyclone » le 29 octobre 2014 : « *Thanks to Gumbley & CHLPA" – On your Web site Gumbley was a mistake. So clearly you are Gumbley trying to lie. Again.* »
 - Commentaire d'un certain « Cyclone » le 28 octobre 2014 : « *The fact that two years later you still want to exploit them is ridiculous.* »
 - Commentaires de Patrick Johnston le 20 octobre 2014 : « *CHL statement dodges issue of pay (which isn't surprising, given pending litigation) and reminds us about the Gumbleys.* »
 - Commentaire de Ian Schantz le 20 octobre 2014 : « *The Gumbley Bros. Circus is back! Two-ring company.* »
- (nous soulignons)
56. De plus, le Demandeur a communiqué, comme pièce P-3 au soutien de sa Requête, d'autres Commentaires qui, selon les Défenderesses, indiquent également que le Demandeur était déjà connu de manière négative dans la communauté canadienne de hockey :
- Commentaire de Sarah Jean Maher le 20 octobre 2014 : « *I'm slightly – nay, very – dumbfounded that Gumbley still holds any level of merit in these situations. Surprising but unsurprising* »
 - Commentaire d'un certain « Cyclone » (sans date) : « *that's good ol' Glenn Gumbley, the beloved and delusional founder of the CHLPA* »

(nous soulignons)

57. Par ailleurs, les Défenderesses soumettent que les critiques émises à l'endroit du Demandeur dans les Commentaires n'ont pas été causées par le Communiqué de presse;

Les dommages allégués et la réputation du Demandeur

58. Les Défenderesses soumettent qu'aucun préjudice personnel n'a été subi par le Demandeur;
59. Tel que mentionné précédemment, avant l'émission du Communiqué de presse, la réputation du Demandeur était déjà ternie au sein de la communauté du hockey junior;
60. En fait, l'AJLCH elle-même a publié des articles sur son site Internet contenant des propos à l'effet que la réputation du Demandeur était souillée auprès de la communauté de hockey junior;
61. Par exemple, sur le site Internet de l'AJLCH, un article de « *Buzzing the Net* » de Scott Sepich daté du 12 septembre 2014 et intitulé « *State of Washington confirms WHL labour investigation, Oregon « monitoring » the situation* », dont copie est communiquée comme **pièce D-15**, est affiché;
62. Dans cet article, M. Sepich a fait les commentaires suivants concernant le Demandeur :

« Oregon received one complaint this year about work conditions for the Winterhawks, which was filed in January by Glenn Gumbley, the controversial CHLPA leader who has reportedly handed off CHL union efforts to Unifor, a private-sector union in Canada.

In his complaint to Oregon, Gumbley expresses frustration over what he says had been "several attempts to submit a complaint regarding child labor violations and minimum wage violations against the Portland Winterhawks."

Gumbley also claims to have "details and evidence which will show that the Portland Winterhawks and their hockey players share an employer/employee relationship."

At this point, it appears Oregon has declined to take up Gumbley on his offer. And by "monitoring" the situation in Washington, it seems that Oregon may be waiting to see how its neighbor handles the situation before taking any action.

While one might assume that Gumbley is responsible for the complaint in Washington, the KING 5 report notes that the

complaint originated within the state. That seems to make it unlikely that it was registered by Gumbley.

Gumbley has doggedly continued his CHLPA efforts over the last two years, despite an initial fiasco that included ex-NHLer Georges Laraque quitting as the face of the organization after a few weeks, the questionable collection of union cards from the QMJHL team in Sherbrooke and a spokesman named Derek Clarke whose existence came into question. »

(nous soulignons)

63. Le site Internet de l'AJLCH affiche également un article du Toronto Star de Robert Cribb daté du 10 juillet 2014 et intitulé « *Unifor calls for provincial probe of junior hockey* », dont copie est communiquée comme **pièce D-16**;
64. Dans cet article, M. Cribb a fait les commentaires suivants concernant le Demandeur :

« Unifor's union drive for junior hockey players, first reported in the Star on Monday, has had a bumpy start thanks to the involvement of Glenn Gumbley, a union activist currently facing a fraud charge in Montreal, whose attempts to organize players two years ago flamed out in scandal.

The man Gumbley approached last month to lead the proposed new union pulled out suddenly last week, calling the effort "shady" and filled with "unanswered questions," the Star has learned. »

(nous soulignons)

65. En fait, le Demandeur lui-même a reconnu, avant l'émission du Communiqué de presse, que sa réputation dans le domaine du hockey était ternie;
66. Par exemple, dans un courriel daté du 2 mai 2013 que le Demandeur a envoyé à David Branch, président, commissaire LCH/LHO, intitulé « *Keeping you informed* », dont copie est communiquée comme **pièce D-17**, le Demandeur indiquait : « *Surely the 3 of you are smart enough to figure out that the negative publicity I received would only last for a little while before the tides start to turn.* »;
67. Dans un article intitulé « *CHLPA's Way: How One Man Tried To Take On The Empire Of Junior Hockey* » d'un certain « kadiesmith » affiché sur le site Internet de l'AJLCH le 7 juin 2014, dont copie est communiquée comme **pièce D-18**, des affirmations du Demandeur concernant la mauvaise réputation de son nom sont rapportées :

« Glenn Gumbley was and still is involved in the CHLPA and he admitted that he had kept his involvement quiet because of the notoriety of his brother's name. They tried to explain it all away, but the damage had been done.

[...]

"Google is forever," said Glenn Gumbley. "So now if you google my name, that scandal comes up and it was easy for the CHL to present us a scam and play on that connection. The story is so complicated now and it's sad."

Given Randy Gumbley's history it's easy to see how that became the smoking gun for the CHLPA, and why Glenn kept his involvement quiet. [...] »

(nous soulignons)

68. Tel que décrit précédemment au paragraphe 44, compte tenu de ce qui précède, les Défenderesses avaient toutes les raisons de croire que le Demandeur était toujours activement impliqué en marge du hockey junior au Canada et jouait un rôle dans le Recours collectif proposé;
69. De plus, les Défenderesses soumettent que le Communiqué de presse n'a pas porté préjudice à la réputation du Demandeur, telle réputation étant déjà ternie au sein de la communauté canadienne du hockey junior, et qu'il n'y a aucun lien de causalité entre la réputation controversée du Demandeur illustrée par les Commentaires dont le Demandeur se plaint dans sa Requête et l'émission du Communiqué de presse;
70. L'action du Demandeur est mal fondée en faits et en droit;
71. La Défense des Défenderesses est bien fondée en faits et en droit;

POUR CES MOTIFS, PLAISE AU TRIBUNAL :

ACCUEILLIR la présente défense;

REJETER la requête introductive d'instance du Demandeur;

LE TOUT avec dépens.

MONTREAL, le 8 septembre 2015

(s) Société d'avocats Torys S.E.N.C.R.L.

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SOCIÉTÉ D'AVOCATS TORYS S.E.N.C.R.L.
Procureurs des défenderesses

NO 500-17-089752-151	
COUR SUPÉRIEURE (Chambre civile) DISTRICT DE MONTRÉAL	
GLENN RICHARD GUMBLEY	Demandeur
c.	
CANADIAN HOCKEY LEAGUE (CHL)	
et	
QUÉBEC MAJOR JUNIOR HOCKEY LEAGUE INC.	
et	
ONTARIO HOCKEY LEAGUE (OHL)	
et	
WESTERN HOCKEY LEAGUE (WHL)	Défenderesses
DÉFENSE	
COPIE POUR LE DOSSIER	
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SAMUEL BERG v. CANADIAN HOCKEY LEAGUE. et al.
Plaintiff Defendants

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at TORONTO

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