

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

SAMUEL BERG

Plaintiff

and

CANADIAN HOCKEY LEAGUE, ONTARIO MAJOR JUNIOR HOCKEY LEAGUE, ONTARIO HOCKEY LEAGUE, WESTERN HOCKEY LEAGUE, QUEBEC MAJOR JUNIOR HOCKEY LEAGUE INC., 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., BRAMPTON 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., McCRIMMON HOLDINGS, LTD. AND 32155 MANITOBA LTD., A PARTNERSHIP c.o.b. as BRANDON WHEAT KINGS., 1056648 ONTARIO INC., REXALL SPORTS CORP., EHT, INC., KAMLOOPS BLAZERS HOCKEY CLUB, INC., KELOWNA ROCKETS HOCKEY ENTERPRISES LTD., HURRICANES HOCKEY LIMITED PARTNERSHIP, PRINCE ALBERT RAIDERS HOCKEY CLUB INC., BRODSKY WEST HOLDINGS LTD., REBELS SPORTS LTD., QUEEN CITY SPORTS & ENTERTAINMENT GROUP LTD., SASKATOON BLADES HOCKEY CLUB LTD., VANCOUVER JUNIOR HOCKEY LIMITED PARTNERSHIP, 8487693 CANADA INC., CLUB DE HOCKEY JUNIOR MAJEUR DE BAIE-COMEAU INC., CLUB DE HOCKEY DRUMMOND INC., CAPE BRETON MAJOR JUNIOR HOCKEY CLUB LIMITED, LES OLYMPIQUES DE GATINEAU INC., HALIFAX MOOSEHEADS HOCKEY CLUB INC., CLUB HOCKEY LES REMPARTS DE QUEBEC INC., LE CLUB DE HOCKEY JUNIOR ARMADA INC., MONCTON WILDCATS HOCKEY CLUB LIMITED, LE CLUB DE HOCKEY L'OCEANIC DE RIMOUSKI INC., LES HUSKIES DE ROUYN-NORANDA INC., 8515182 CANADA INC. c.o.b. as CHARLOTTETOWN ISLANDERS, LES TIGRES DE VICTORIAVILLE (1991) INC., SAINT JOHN MAJOR JUNIOR HOCKEY CLUB LIMITED, CLUB DE HOCKEY SHAWINIGAN INC., and CLUB DE HOCKEY JUNIOR MAJEUR VAL D'OR INC.

Defendants

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

NOTICE OF MOTION FOR CERTIFICATION

THE PLAINTIFF will make a motion to the Honourable Justice Perell, on a date and time to be set at Osgoode Hall, 130 Queen St. W., Toronto, Ontario.

PROPOSED METHOD OF HEARING:

The motion is to be heard orally.

THE MOTION IS FOR ORDERS:

1. Certifying this action as a class proceeding;
2. Defining the "Class" as collectively:
 - a) all players who are members of a team owned and/or operated by one or more of the defendants located in the Provinces of British Columbia, New Brunswick, and Nova Scotia (a "team") or at some point commencing October 17, 2012 and thereafter, were members of a team and all players who were members of a team who were under the age of 19 on October 17, 2012 (the "BC/NB/NS Class");
 - b) all players who are members of a team owned and/or operated by one or more of the defendants located in the Provinces of Ontario, Alberta, Manitoba, Prince Edward Island (a "team") or at some point commencing October 17, 2012 and thereafter, were members of a team and all players who were members of a team who were under the age of 18 on October 17, 2012 (the "Ontario/Alberta/Manitoba/PEI/Saskatchewan Class");
 - c) all players who are members of team owned and/or operated by one or more of the defendants located in the State of Pennsylvania, USA (a "team"), or at some point commencing October 17, 2010 and thereafter, were members of a team and all players who were members of a team who were under the age of 18 on October 17, 2010 (the "Pennsylvania Class");
 - d) all players who are members of a team owned and/or operated by one or more of the defendants located in the Province of Quebec (a "team"), or at some point commencing October 17, 2011 and thereafter, were members of a team and all players who were members of a team who were under the age of 16 on October 17, 2011 (the "Quebec Class"); and
 - e) all players who are members of a team owned and/or operated by one or more of the defendants located in the States of Maine, Michigan, Oregon, and Washington, USA, (a "team"), or at some point commencing October

17, 2008 and thereafter, were members of a team and all players who were members of a team who were under the age of 18 on October 17, 2008 (the "US Class");

3. Appointing Samuel Berg as the representative plaintiff of the Class;
4. Granting leave to permit the plaintiff to file a consolidated statement of claim, without delineations, substantially in the form attached hereto as schedule "A";
5. Stating that the nature of the claims asserted on behalf of the Class to be breach of statute, breach of implied term of employment contract, conspiracy, and waiver of tort;
6. Stating the relief sought by the Class is as set out in paragraph 2 of the consolidated statement of claim;
7. Stating that for the purpose of the common issues, the term "Applicable Employment Standards Legislation" means legislation governing wages including: the *Employment Standards Act, 2000*, S.O., 2000, c. 41, *Employment Standards Code*, R.S.A. 2000, c. E-9; the *Employment Standards Act*, R.S.B.C. 1996, c. 113; *The Employment Standards Code*, C.C.S.M. c.E110; *Employment Standards Act*, S.N.B. 1982, c.E-7.2; *Labour Standards Code*, R.S.N.A. 1989, c. 246; *Employment Standards Act*, R.S.P.E.I. 1988, c. E-6.2; *An Act Respecting Labour Standards*, C.Q.L.R. c. N-1.1; *The Saskatchewan Employment Act*, S.S. 2014, c. S-15.1; Or. Rev. Stat. tit. 51 §653; Mich. Stat. §408, Pa. *Minimum Wage Act of 1968* Pub. L. No. 11, No. 5, as amended; Wash. Rev. C. tit. 49,

§49.46, as amended; Me. Rev. Stat. tit. 26, §664, as amended; and their respective regulations.

8. Stating that the common issues to be the following list of common issues or such amendment thereto or such other common issues that counsel may advise:
- (1) Are, or were, the Class Members employees of the defendant teams?
 - (2) Do the defendant teams have an obligation to the Class Members under the Applicable Employment Standards Legislation to pay them minimum wages, overtime pay, holiday pay, and/or vacation pay?
 - (3) If the answer to (2) is yes, did the defendant teams breach the Applicable Employment Standards Legislation by failing to pay the Class Members minimum wages, overtime pay, holiday pay, and/or vacation pay?
 - (4) Was there a common contractual term that required the defendant teams to pay the Class Members minimum wages, overtime pay, holiday pay, and/or vacation pay?
 - (5) If the answer to (4) is yes, did the defendant teams breach the common contractual term to pay the Class Members minimum wages, overtime pay, holiday pay, and/or vacation pay?
 - (6) Did any or all of the defendants conspire to violate the Applicable Employment Standards Legislation? If so, when, where, and how?
 - (7) Is this an appropriate case for the defendants to disgorge profits?
 - (8) Can any or all of the claims be assessed on an aggregate basis?
 - (9) Are the defendants liable for punitive damages?
 - (10) Should the defendants pay prejudgment and postjudgment interest, and at what annual interest rate?
 - (11) Should the defendants pay the costs of administering and distributing any monetary judgment and/or the costs of determining eligibility and/or the individual issues? If yes, who should pay what costs, why, and in what amount?

9. Approving the form and content of the notice to be published and the manner of publication to notify the Class that this action has been certified as a class proceeding;
10. Restraining the defendants from having any communications with the Class Members regarding the within action during the notice period.
11. Requiring the defendants to identify the size of the Class, the names and last known residential home addresses for all of the Class Members;
12. Specifying that the personal information of the Class Members who opt-out of this action, including their names, dates of birth, the team for whom they played, phone numbers and last known residential addresses, be kept confidential;
13. Specifying that:
 - (1) a Class Member may opt out of this proceeding by sending a written election by email or regular mail before a date fixed by the court to a person designated by the court;
 - (2) no Class Member may opt out of this proceeding after the fixed date;
 - (3) by a fixed date, the person appointed by the court shall report to the court the names of the persons who have opted out of this class proceeding; and
 - (4) The personal information of all Class Members who opt-out of this proceeding will be kept confidential and will not be disclosed to the defendants.
14. Requiring the defendants to forthwith pay the costs of the notice program and the costs of the person appointed by the court to accept the elections to opt out;

15. Granting summary judgment in favour of the plaintiff by answering in the affirmative common issues 1 through 5 at paragraph 8 herein, including that the players are or were employees of the defendant teams and directing that the teams then produce all records the teams are required to maintain of hours worked by the class members, in accordance with Applicable Employment Standards Legislation, so that the Court may determine aggregate damages from the defendants' records;
16. Awarding costs of this motion to the plaintiff on a partial indemnity basis, including any applicable taxes;
17. Such further and other relief and directions as counsel may request and this Honourable Court permit.

THE GROUNDS FOR THE MOTION ARE:

1. Samuel Berg is willing and able to act as representative plaintiff in this action;
2. The claims made in this action raise common questions of law and fact and arise out of the same series of events;
3. The court should certify this action as a class proceeding because the section 5(1) criteria of the *Class Proceedings Act, 1992*, are met;

4. The notice program for the certification of this action is a reasonable method of notifying members of the putative Class;
5. It is fair, just, and reasonable that the defendants should pay the costs of the notice program for the certification of this action and the costs associated with collecting the opt outs and reporting to the court;
6. The directions as to the conduct of the class proceeding are sought to ensure a fair and expeditious determination of this action;
7. The *Class Proceedings Act, 1992*, S.O. 1992, c. 6, as amended, including sections 1, 2, 5, 6, 8(1), 9, 12, 13, 17, 19, 20, 21, 22, 34(1) and 35;
8. The *Rules of Civil Procedure*, R.S.O. 1990, Reg. 194, as amended, including Rules 1, 2, 6, 12, 20, 26, and 57; and
9. Such further and other grounds as counsel may advise and this Honourable Court permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

1. the pleadings herein;
2. the affidavit of Samuel Berg;
3. the affidavit of Andrew J. Eckart;

4. Such further and other evidence as counsel may advise and this Honourable Court permits.

February 20, 2015

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-and- CANADIAN HOCKEY LEAGUE et al.

Plaintiff

Defendants

Court File No.: CV-14-514423

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceedings commenced in TORONTO

**NOTICE OF MOTION FOR
CERTIFICATION**

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Court File No. CV-14-514423

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Defendants

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

AFFIDAVIT OF SAMUEL BERG (Sworn February 18, 2015)

I, Samuel Berg, of the City of Hamilton, in the Province of Ontario, make oath and say:

INTRODUCTION

1. I am the proposed representative plaintiff and have personal knowledge of the facts hereinafter deposed.
2. Where my knowledge is based on information obtained from others, I have so indicated and believe that information to be true.

NATURE AND STATUS OF THE ACTION

3. In this proposed class action, the Class seeks to recover damages in accordance with minimum wage legislation on the basis that hockey players are employees, playing for hockey teams in three leagues operated under the umbrella of the Canadian Hockey League (the "CHL").
4. On October 17, 2014, this action was commenced by issuance of the Statement of Claim in which I was named the plaintiff. The action claims relief arising from the failure of the owners of the teams who play in leagues operated by the CHL (the Ontario Hockey League ("OHL"), the Western Hockey League ("WHL"), and the Quebec Major Junior Hockey League ("QMJHL")) to pay the players of those teams minimum wages. The claims include money owed for back pay, vacation pay, holiday pay, and overtime pay.
5. On November 5, 2014, an Amended Statement of Claim was filed with the court, attached hereto as **Exhibit "A"**.
6. On November 5, 2014, a Statement of Claim with Court File No. CV-14-515637 00CP was issued by the Ontario Superior Court of Justice in Toronto. A copy thereof is attached hereto as **Exhibit "B"**. I am the named plaintiff in that action which seeks identical relief based on identical facts to the within action. That claim was issued in order to name defendants who were not named in the within action.

7. Similarly, on January 6, 2015, Statement of Claim with Court File No. CV-15-519219 00CP was issued by the Ontario Superior Court of Justice in Toronto. A copy thereof is attached as **Exhibit "C"**. I am the named plaintiff in that action which seeks identical relief based on identical facts to the within action but names a defendant not named in the within action.
8. By this motion, I am seeking an order certifying this action as a class proceeding and certain other orders necessary for the proper conduct of this action as a class proceeding, including the consolidation of this action with Court File No. CV-14-515637 00CP and CV-15-519219 00CP.

MY BACKGROUND

9. I am currently 18 years old. I attend McMaster University in Hamilton, Ontario and reside there during the week. On weekends, I reside in Beamsville, Ontario, with my parents.
10. Ever since I can remember I have played the game of hockey. I was motivated to eventually play professionally in the NHL and in order to do so, I attended the PEAC School for Elite Athletes in Downsview, Ontario where I could have a flexible schedule that would allow intense training and an education. When I was in grade 10, the Niagara Ice Dogs ("Ice Dogs") hockey team, owned by the defendant Niagara Ice Dogs Hockey Club Inc., drafted me in the OHL draft.

THE STANDARD PLAYER AGREEMENT

11. On or about August 20, 2013, at the age of 16, I signed an OHL "standard player agreement" form with the Ice Dogs (the "Contract"). In exchange for me providing the services described in the Contract, the team agreed to pay me a \$50 weekly fee. The Contract was also signed by Marty Williamson, the General Manager and head coach of the Ice Dogs. The version of the Contract which I signed is attached hereto as **Exhibit "D"**.

12. When I signed the Contract, I was informed by representatives from the Ice Dogs, including Mr. Williamson, that this was the standard player agreement that all of the players in the OHL signed. I was told that if I wanted to play for the Ice Dogs, I would need to sign this standard player agreement.
13. Clause 1(b) of the Contract, provides that, "the relationship between the OHL and the Player is that of an independent contractor". When I signed the Contract, I did not understand what the term "independent contractor" meant. It was not discussed with anyone from the Ice Dogs management team, nor did I ever discuss it with other players. I was never required to invoice the team for my "fee" nor did I receive any direction from the OHL or the Ice Dogs on how to be an independent contractor, especially at the age of 16.
14. I have been advised by Andrew Eckart, a lawyer at Charney Lawyers, that the term independent contractor means operating your own business or being a self-employed consultant who has been hired by a client to perform services for a fee.
15. When I signed the contract at age 16, I was not in business for myself, nor did I consider the Ice Dogs to be my client.
16. At the time I signed the Contract I did not know the reason for the OHL labeling the relationship between me and the team as one of independent contractor. But I now believe that the standard player agreement (that all players were required to sign) was drafted that way to circumvent the legal implications of the players being employees of the teams. I also believe that at the time that I signed the Contract the defendants who owned teams in the OHL and the CHL all understood the players were not really independent contractors.
17. We have not yet had an opportunity in these proceedings to seek production of documents or ask the defendants about their motive, the legal advice received, the

discussions between the owners, and agreements made between the leagues and the owners that led to requiring the players to sign a Contract as an independent contractor.

18. Based on the decision of the Federal Tax Court in *McCrimmon Holdings Ltd. v. Canada (Minister of National Revenue - M.N.R.)*, [2000] T.C.J. No. 823, I am informed that the Ice Dogs should be deducting player contributions for unemployment insurance and Canada Pension contributions and matching them, as should every other team in Canada. I do not recall having any deductions taken off from my pay cheque and do not know if the Ice Dogs or the other teams have complied with the decision. My lawyers will be seeking this information in these proceedings as well.
19. The reason I signed the Contract was so that I could increase my chances of eventually playing hockey in the NHL. From my review of the NHL entry drafts, I do verily believe, and believed at the time, that the OHL was one of the top sources of talent that ended up playing in the NHL. I do verily believe that based on my review of the drafts and conversations with team mates, approximately 5-10% of the players in the OHL end up signing NHL contracts.
20. At the time I signed the Contract, my focus was on earning a spot in the NHL and felt that playing in the OHL was my best chance to do so. I did not think about the amount I was being paid and did not care at all what it was. From my conversations with my other teammates, I do verily believe that they also signed under similar circumstances and for similar goals - to eventually play in the NHL. When players are presented with the standard player agreement, there is no opportunity to negotiate wages. I was informed by team management that the \$50/week fee is standard and cannot be increased. You either sign the standard player agreement or you cannot pursue your dreams to be an NHL player by playing in the Major Junior leagues.
21. When I discussed the Contract with my father, he explained to me, and to the Ice Dogs, that he was not satisfied with the provisions in the Contract with respect to the education package. The standard language provided for one year of education for every year

played. On my behalf, he negotiated a change to the terms in the Contract so that as soon as I played one regular or exhibition game with the Ice Dogs, the Ice Dogs would be required to pay for my four years' worth of tuition and schooling expenses pursuant to paragraph 2 of Schedule "C" of the Contract. This was a term of the agreement which we had specifically negotiated because at the time of me signing the Contract with the Ice Dogs, I was also considering playing in the United States Hockey League ("USHL") where I would have a good chance of securing a full scholarship to an American college or university.

22. The Contract provides that it must be signed and approved by the Commissioner of the OHL before I could play for the Ice Dogs. I started playing for the team in August 2013, however, the contract was not signed and approved by the Commissioner of the OHL, until January 17, 2014. I was not aware that the Commissioner had not signed and learned of it much later. I believe that Mr. Williamson did not send it on to the Commissioner because of an amendment to the standard contract wording about my eligibility for a scholarship that he feared would be rejected by the Commissioner.
23. Besides the change to the Contract with respect to the education package, the Contract I signed was the standard player agreement that was provided to me by the Ice Dogs.

OVERVIEW OF MY TIME PLAYING HOCKEY FOR THE ICE DOGS

24. At the time that I signed the Contract, I was attending high school at Beamsville Secondary School in Beamsville, Ontario where I was living with my parents. I was to begin grade 12 in September 2013.
25. Shortly after signing the Contract, I began training, playing games and attending promotional events with the Ice Dogs in and around St. Catherines, Ontario. In total I played 8 games as a left wing with the Ice Dogs in the months of September, October, and December 2013. My statistics and the record of the games I played in in the OHL are found on the OHL's website and are attached hereto as **Exhibit "E"**.

26. The team has a roster of 25 players, but only 18 may dress for a game. Therefore, the statistics do not account for the games which I attended with the team but in which I did not play. Teams in the OHL are limited to only having three 20-year-old players. All of the other players on the team were 16-19 years old, including only three or four 16 year olds. The other teams in the OHL had similarly aged rosters.
27. I understand from media statements attributed to the CHL that the defendants now acknowledge players are not independent contractors. Apparently when we play for a team we are something called "Amateur Student Athletes". Attached as **Exhibit "F"** is a sample of numerous public statements made by the CHL.
28. While some of the Ice Dogs players were still in high school, approximately 7 players on the team were not in school or enrolled in any kind of educational program such as university, college, or a trade school. Others did not actually attend school but took online courses through Brock University. A player did not have to be a student to play for the Ice Dogs. None of the teams are educational institutions like a college or university.
29. In terms of the players' amateur status, some of the players on the team, including our star centre, Carter Verhaeghe, had already been drafted by NHL teams by the start of the 2013-2014 season. On being drafted by an NHL team, a player cannot sign a contract with another NHL team without the consent of the team that drafted the player. On the signing of a contract, the NHL team pays a signing bonus to the player. In Mr. Verhaeghe's case, he eventually signed a contract with the Toronto Maple Leafs, received a signing bonus, and even played some games with the Maple Leafs farm team in the American Hockey League ("AHL"), the Toronto Marlies, in the 2013-2014 season while he was also playing with the Ice Dogs. I do not understand how a player like Mr. Verhaeghe, who has signed a contract with the Toronto Maple Leafs, received a signing bonus, and continues to play in the OHL can be considered an amateur athlete. I understand that there are several players in a similar situation to Mr. Verhaeghe playing in the OHL.

30. In or about the latter half of October 2013, I was approached by the coach and General Manager of the Ice Dogs, Marty Williamson. He told me that because there were so many veteran forwards on the Ice Dogs I would not be getting much playing time as I was also a forward. He asked me if I wanted to play Junior B hockey for the St. Catherines Falcons in the Greater Ontario Junior Hockey League (“GOJHL”). Even though I was only 16 years old at the time and Mr. Williamson approached and spoke with me about this, and not my parents, I thought about the conversation overnight. The next day, I asked for a trade and Mr. Williamson advised that he would put me on waivers and see what would happen. I did not get picked up off of waivers which upset me. The team was heading out on a road trip and I decided to stay home and discuss the issue with my father, a former NHL hockey player. Upon reflection, I decided that I would play Junior B hockey with the St. Catherines Falcons.
31. I filled out some paperwork and started playing for the St. Catherines Falcons. I played my first game with them on November 2, 2013. My statistics in the GOJHL are posted on the GOJHL website and are attached hereto as **Exhibit “G”**. I was not paid for my time playing in the GOJHL.
32. After playing eight games with the Falcons, I was traded to the Thorold Blackhawks. In the meantime, I was approached again by Mr. Williamson who asked if I could play a game with the Ice Dogs because they had several injuries and needed a player to fill in. I played two more games with the Ice Dogs in 2013, on December 7 and 31, 2013. I was not paid for playing in any of these games. Between those two games I continued training and playing games with the Thorold Blackhawks.
33. On January 2, 2014, 2 days after I played with the Ice Dogs on December 31, 2013, I was playing in a game for the Thorold Blackhawks when I sustained a dislocated shoulder. I had dislocated my shoulder in the past before and was able to put it back into place and resume playing hockey. On this occasion, I was unable to do so. I saw a doctor who referred me to a shoulder specialist. The doctor also advised me that I would be unable to return to playing hockey for the rest of the season.

34. A few days after sustaining my injury, Mr. Williamson phoned my father. My father advises me, and I do verily believe, that Mr. Williamson asked him why I had quit hockey. My father clarified that I had been injured and was unable to play for the rest of the season and may require surgery. Although I did not require surgery, my shoulder has not healed since that injury to a degree that I am able to return to play competitive hockey.

THE LIFE OF AN OHL PLAYER

35. The time I devoted to training, playing and practicing hockey with the Ice Dogs was considerable. All of the players that made up the Ice Dogs started training with the team for the 2013-2014 season in or about the latter half of August 2013. The season itself consisted of 75 regular season games from September 19, 2013 to April 1, 2014. The games were played at a frequency of about 3 times/week against 19 different teams spread across Ontario, Michigan and Pennsylvania. Aside from travelling and playing the games, my teammates and I would train pretty much every single day we did not have a game. We also attended various promotional events. In effect, I was providing my time and services as a hockey player to the team 7 days a week for as long as I played for the Ice Dogs. These same services were provided by all players on the Ice Dogs.
36. Because Beamsville is near St. Catharines, I continued to live at home with my parents while playing for the Ice Dogs. In order to have enough time to devote to the Ice Dogs, I only enrolled in 2 classes for the fall semester starting in September 2013 at Beamsville Secondary School. The players on the Ice Dogs who were from out of town and staying with billeting families attended a different high school.
37. A typical weekday for me involved going to school and be in class by 9 a.m. The two courses I was taking were grade 12 biology and “peer review”, a class in which I tutored grade 9s in various subjects. Once those classes were over around 11:45 a.m., I would return home for a quick bite to eat and then drive to the rink to be there for around 12:15/12:30 p.m. I would practice on my own for about an hour. After meeting with the

team and coach for about 20 minutes, we would then have a team practice from approximately 1:45 to 3:15 p.m.

38. After our skating practice, the team would shower, change and then would drive to the Ice Dogs indoor training facility at the White Oaks Resort in Niagara-on-the-Lake by 4 p.m. where we would work on stretching, weight training and cardiovascular exercises. We would finish the workouts by around 6 p.m.
39. This was my typical routine for days on which there were no games. One day a week we would do yoga instead of our 2 hour workout, but otherwise there was not much change in our training schedules.
40. On game days, the routine changed. If it was a weekday home game, I would attend school in the morning and once finished attending classes, I would return home to nap and rest until about 3 p.m. when I would drive to the arena. Myself and the other players were directed by the coaches to rest prior to games and told that if we showed up at a game tired or without energy, we would not dress and would not be allowed to play that game.
41. On game day my teammates and I would have to be at the rink by 5 p.m. to start getting all of our equipment ready. We would start warming up around 5:30 p.m. with stretching and other exercises. We would be dressed ready to play by 6:30, meet with the coach and then get on the ice about 20 minutes before puck drop for an on ice warm up. The game would start around 7:15 p.m. and last about 2½ -3 hours and be finished around 10 p.m. After the game, we were expected to sign autographs and meet with the fans. I would not typically get out of the arena to head back home until approximately 11:30-11:45 p.m.
42. Because the team had a 25 man roster, but only 18 could get dressed to play, I was occasionally told that I would not be playing, however, I would only find that out once I got to the arena. On those days, I would show up to the game and warm up regularly. Instead of getting dressed and playing the game, however, I would be required to work out throughout the first period. Once the period was over, I would shower and get

changed into a suit to watch the game from the stands. Even though I did not play, I was still expected to meet with fans after the game and sign autographs.

43. During my time with the Ice Dogs, I went on two road trips by bus with the team. On our first road trip for the season, we were scheduled to play in Kingston on Friday, September 27, 2013, Belleville on Saturday the 28th and in Ottawa on the 29th. I will briefly summarize that road trip.
44. On Thursday, the 26th of September, the day was typical in terms of attending school and then heading to the arena to practice. However, instead of heading to work out at White Oaks, we packed up our bus and travelled to Kingston. It fell on me and the other rookies to pack and load up all of the equipment into large hard cases and pack them onto the bus. After doing so and then travelling for 4-5 hours by bus to Kingston, we arrived at the arena to unload our equipment. We then headed to the hotel to rest up.
45. In the morning of Friday the 27th, we went for a run, had some free time and then after lunch headed to the arena, warmed up and prepared for the game in a similar manner as at our home games. After the game, we left our equipment at the arena and then returned to the hotel to sleep.
46. On the following morning, Saturday the 28th, we went to the arena, picked up our equipment, loaded it onto the bus and drove to the Belleville arena, about 1 hour away. We warmed up in our typical manner, and played the game. I did not dress that game so instead of playing, I did a workout during the first period. After the game, we drove back to Kingston and unpacked the equipment again into the Kingston arena. We then returned to the hotel to sleep.
47. The next day, Sunday the 29th, we packed up all of our equipment again and headed to Ottawa, an approximately 2-3 hour drive. We arrived at the arena, unpacked, warmed up and played the game. After it was finished, we packed all of our equipment onto the bus and drove through the night for about 6-7 hours back to St. Catherines. I recall arriving back in St. Catherines at 4 a.m. on Monday the 30th.

48. Despite arriving home at 4 a.m., the team expected that all players who were still in high school would attend school that day. I cannot recall if we had a practice that day or not, but if we did, it would only have been some yoga. Typically, we would only have a day off of practicing or playing a game after an intensive road trip such as the one I just described. Other than those days, we would be practicing, training or playing games 7 days a week.
49. In addition to playing hockey, it was also expected that players attend promotional events. I recall attending a few, including caddying a round of golf for some of the corporate sponsors of the Ice Dogs. On that occasion, myself and several other players were at a golf course for an entire day with various corporate sponsors of the team, carrying their golf clubs while they played 18 holes of golf. That day, we were also asked to sign approximately 100 hockey sticks which I understood the Ice Dogs would be giving out to sponsors and selling at various auctions and other events for a profit.
50. I would also attend events at local bars and restaurants where I was told by Ice Dogs management to pay close attention to the season ticket holders and sponsors and make them feel comfortable.
51. After I left the Ice Dogs and began playing in the GOJHL, my training and practicing schedule greatly diminished. We only had 3 practices a week and the traveling was far less extensive.

THE DEGREE OF CONTROL BY THE ICE DOGS OVER THE PLAYERS

52. While I was playing in games, training, participating in practices, traveling, and attending promotional events for the Ice Dogs, I was required to follow all requests, directions, or in effect orders from various staff members of the team including the Head Coach and General Manager, Marty Williamson, the Assistant Coaches, the Assistant General Manager, and occasionally the Governor, Bill Burke.

53. I was told where and when I was to play, train, practice or workout. The team provided me with a schedule at the beginning of the season of all the practices and game times for the entire season of where to be and when. I was told by my coaches about how I was to approach playing in each game of hockey and what my role on the team was. I was told and required to adhere to the team's schedule for practices, training and games. If I did not, I would risk being dismissed from the team.
54. Every night, before going to bed, my teammates and I were required to call our assistant coach to confirm that we were adhering to a curfew set by the team. We were required to be in bed by 11 p.m. on non-game nights and 12:30 a.m. on game nights.
55. Additionally, I was told to attend promotional events where I was expected to stay and interact with fans, season's ticket holders, and sponsors until told by the assistant general manager or the general manager that I could leave.
56. In providing my services as a hockey player to the Ice Dogs, I also transferred my rights over the use of my image to the team. The Ice Dogs could use my photos for promotional materials.
57. Although I am not an avid video game player, I have occasionally played the NHL video game series from EA Sports. In the game, players can choose various teams to play, including teams in the CHL affiliated leagues. Because I did not complete a full season with the Ice Dogs, my name and image did not appear in the video game, but those of my team mates did. I have been advised by my former team mates and other players in the CHL affiliated leagues that despite their image being used in the video game, they did not receive any remuneration for the use of their image and in fact had to pay for the video game themselves if they wanted it.
58. The Ice Dogs also provided me with sticks to use and required that I wear the jerseys and helmets they provided for me with their logo and team colours on them. The jerseys and helmets did not belong to me, but were owned by the team and I was required to return

them to the team. I did not receive any other hockey equipment such as skates or protective padding.

59. All of the duties and obligations I have described in this affidavit were the same for all the players on the Ice Dogs. Likewise, from my conversations with the players for other teams in the OHL, I do verily believe that all other teams in the OHL operated in a similar fashion and the players had the same duties and responsibilities as I had.
60. While playing for the Ice Dogs, I estimate that I committed on average 46 hours/week in providing my services to the Ice Dogs as follows: 5 hours/day, 4 days/week for days on which we trained only; 8 hours/day, 3 days/week on game days; and 2 hours/week attending various promotional events.
61. On road trips, these hours were considerably longer when accounting for travel time. For example, on the road trip described earlier in this affidavit, I estimate that I spent approximately 13-17 hours traveling with the team.
62. All of my team mates on the Ice Dogs devoted similar hours in providing services for the Ice Dogs. Likewise, from my conversations with the players for other teams in the OHL, I do verily believe that all other teams in the OHL operated in a similar fashion and the players committed similar hours in providing similar services to their teams.
63. At the time I was playing with the team, I did not think about how my relationship with the team would be classified. But now, upon reflection of the foregoing I do verily believe that the Ice Dogs were my employer.

COMPENSATION

64. For the time that I played with Ice Dogs through September and October 2013, I was paid approximately every two weeks by cheque in the amount of \$50/week. I was also given a travel allowance of \$75/week because I had a car which I used to drive myself to the arena for games and practices and to the indoor training facility at White Oaks. I believe I

received my bi-weekly payments approximately every two weeks, however, there was no regular schedule in payments. We did not know when our next paycheques would arrive.

65. I received no extra money for attending additional promotional events or after a long road trip. My pay did not vary whatsoever, even if we worked longer hours in any given week. My pay also did not depend on how well I had played. At no time did I ever receive any overtime pay, vacation pay or holiday pay.
66. When the paycheques were handed out, there was an unspoken rule that we would not discuss the amount of our paycheques because, although the wages set out in the standard player agreement were set to the same weekly amount, some players were being paid more than what was set out as the league maximum.

THE ICE DOGS AND THE OTHER OHL TEAMS ARE IN THE BUSINESS OF EARNING PROFITS

67. Our home games in St. Catherines regularly pulled in audiences of between 2,900 - 3,145 fans each game. This was the capacity of the arena we played in, the Gatorade Garden City Complex, so each home game felt like a sell-out crowd. At ticket prices of around \$20-\$25 per game, I estimate that the Ice Dogs sold approximately \$58,000-\$78,625 worth of tickets to each home game. Attached as **Exhibit "H"** are the 2013-2014 Niagara Ice Dogs Results and Schedule, including the attendance records for the Ice Dogs, available from www.hockeydb.com, a website dedicated to tracking the statistics of teams and players across several different hockey leagues.
68. Estimating a ticket price of \$20 for each ticket sold, and based on the attendance records as calculated in Exhibit "H" totaling 101,642 total attendances to Ice Dogs home games, I estimate that the Ice Dogs had ticket sales of approximately \$2,032,840 for the 2013-14 season.

69. In contrast, the 25 players made in total \$1,250 a week (25x\$50) or \$416.00 for each game using three games a week (\$1,250 divided by 3). In other words, the team paid fees to 25 players of a total of \$416.00 to play one game. Over a 26 week season, the total fees paid for the team would be \$32,500.
70. In contrast, at \$10 an hour and a 46 hour work week for a 26 week schedule would be \$11,960 a player for the season and a total team wage of just \$299,000.00 on revenues of \$2 million from home games plus additional revenue sources described below.
71. This year, the Ice Dogs have moved into a bigger arena with a capacity closer to 5,000 people. Based on the games I have viewed on television, I do verily believe that these games are also filled with fans and are sold out or close to sell out crowds.
72. On many of the away games I attended, many of those games were also sold out, however, attendances ranged quite a bit due to the size of the arenas. Attached as **Exhibit "I"** is a chart from www.hockeydb.com listing the average attendance records for all teams in the OHL for the 2013-14 season. The Ice Dogs' average attendance in the 2013-2014 season was 15th out of the 20 teams in the OHL. Many teams had attendances in the range of 4,000-5,000 fans, and the London Knights team had average attendances of over 9,000 people per game.
73. On top of ticket sales, the Ice Dogs also sold t-shirts, hats, replica jerseys, mugs and other merchandise at a store that was located in the arena and at a kiosk set up in the mall in St. Catherines. I have seen other Ice Dogs merchandise at various retail stores in and around the St. Catherines area, including the Campus Crew stores.
74. I have been advised by my former team mates and other players in the CHL affiliated leagues that despite their names and images being used in the EA Sports NHL video game franchise, they did not receive any remuneration for the use of their image and in fact had to pay for the video game themselves if they wanted it. I do verily believe that the teams, the OHL, and/or the CHL received licensing fees for the use of the players' names and images in the video games.

75. Concessions were also sold at each of the home games in St. Catherines, including beer, soft drinks, and food such as hotdogs, popcorn and other snacks. It is my understanding that the profits from those sales went to the owners of the Ice Dogs.
76. The Ice Dogs also had various corporate sponsors who would advertise at games, by having their trade name and logo on the boards around the rink, in the stands and on the ice itself. Their names and logos of some of the sponsors are also advertised on the Ice Dogs website at www.niagaricedogs.net, including Newstalk 610 CKTB, St. Catherines Transit Commission, the Courtyard Marriot in Niagara Falls, and many others. The "Support Our Partners" page from the Ice Dogs website is attached hereto as **Exhibit "J"**.
77. Some of our games were also broadcast on television throughout Ontario. I believe the Ice Dogs receive revenues for those broadcasts under a television rights agreement. Moreover, the OHL now sells internet streaming packages wherein for a fee of \$149.99, subscribers may purchase a package to watch every OHL game live through the internet. The OHL "livestream" packages are described on the website, attached hereto as **Exhibit "K"**.
78. From the ticket sales, corporate sponsorships, sales of memorabilia, concessions, and licensing of our images for products like video games, I do verily believe that the Ice Dogs were making profits from the direct result of the services that the players and I were providing to the Ice Dogs.
79. The actual revenues and financial statements of the Ice Dogs are not available to me as it is a private corporation. My lawyers will be seeking this information in these proceedings.
80. Based on the foregoing, I do verily believe that the OHL and its teams, and in particular the Ice Dogs, are businesses which are being run with a view to maximizing their profits.

81. The products which generates all of the Ice Dogs revenues are the players playing hockey who are paid only \$50 a week.

FEAR OF REPRISAL

82. I was afraid about speaking about the amount of pay I was receiving for fear that if I did, my teammates would say something to the coach or ownership and I would be either kicked off of the team or not receive any playing time. At no time did I ever speak to anyone about our pay while I was playing on the team, nor did anyone approach me to speak about it.
83. Based on my experience playing on the Ice Dogs, it is my opinion that if a player now were found to be speaking in support of this class action to other players or the media, it is likely that they would face repercussions by the team and the league, either in being told he could not dress for games, being traded to another team, or being sent down to play in a lower tiered league.
84. For the same reasons, if a player decides not to opt out of this class action and the opt outs are disclosed to the defendants, I verily believe that the players who did not opt out will be ostracized on their teams.

MY EDUCATION

85. As a result of the time commitments made to the Ice Dogs, my schooling suffered. I found that I had no time to do my homework in my biology class. Rather than fail the course, I made the decision to drop it.
86. Because of my injury and inability to play hockey for the second semester of high school which began in or around February 2014, I was able to commit more time and energy to school. That semester I completed 5 university eligible courses, instead of the typical 3-4 courses. I was able to graduate and applied and was accepted into McMaster University's Humanities program.

87. On learning of my acceptance into the program, I contacted the OHL league offices. I was eventually put in touch with someone in their scholarship program. I was advised at that time that they would cover my schooling expenses.
88. I began attending McMaster in September 2014. About one month in, I was contacted by the OHL who advised that the contract I had signed with the Ice Dogs was not league approved because of clause 2 of Schedule "C". That was the clause which I understood required the Ice Dogs to pay my tuition and schooling costs for the next 4 years since I had played at least one OHL exhibition or regular season game. The version of my Contract attached hereto as Exhibit "D" is the version that I understand the OHL approved. A subsequent version of Schedule "C" of the Contract was altered by the Commissioner and approved by the OHL. That version is attached hereto, as **Exhibit "L"**.
89. The OHL initially advised me that they would agree to pay one semester only. They later agreed to pay my second semester. I do not know if they will pay for my summer semester or any further schooling beyond what they have already paid.

I AM PREPARED TO ACT AS A REPRESENTATIVE PLAINTIFF

90. I have retained Charney Lawyers and have provided instructions to seek to have me appointed as a representative plaintiff on behalf of the Class.
91. I am prepared to act as a representative plaintiff of the following Class:
- a) *all players who are members of a team owned and/or operated by one or more of the defendants located in the Provinces of British Columbia, New Brunswick, and Nova Scotia (a "team") or at some point commencing October 17, 2012 and thereafter, were members of a team and all players who were members of a team who were under the age of 19 on October 17, 2012 (the "BC/NB/NS Class");*
 - b) *all players who are members of a team owned and/or operated by one or more of the defendants located in the Provinces of Ontario, Alberta, Manitoba, Prince Edward Island (a "team") or at some point commencing October 17, 2012 and thereafter, were members of a team and all players*

who were members of a team who were under the age of 18 on October 17, 2012 (the "Ontario/Alberta/Manitoba/PEI/Saskatchewan Class");

- c) *all players who are members of team owned and/or operated by one or more of the defendants located in the State of Pennsylvania, USA (a "team"), or at some point commencing October 17, 2010 and thereafter, were members of a team and all players who were members of a team who were under the age of 18 on October 17, 2010 (the "Pennsylvania Class");*
- d) *all players who are members of a team owned and/or operated by one or more of the defendants located in the Province of Quebec (a "team"), or at some point commencing October 17, 2011 and thereafter, were members of a team and all players who were members of a team who were under the age of 16 on October 17, 2011 (the "Quebec Class"); and*
- e) *all players who are members of a team owned and/or operated by one or more of the defendants located in the States of Maine, Michigan, Oregon, and Washington, USA, (a "team"), or at some point commencing October 17, 2008 and thereafter, were members of a team and all players who were members of a team who were under the age of 18 on October 17, 2008 (the "US Class").*

92. I am motivated to act as a representative plaintiff because I want to ensure that the Class Members are compensated properly and that the defendants are held accountable for their conduct relating to the refusal to pay the players their lawfully required wages.
93. I hope that at the end of the litigation, I and each Class Member will ultimately be compensated for the wages, overtime pay, vacation pay, and holiday pay we are owed as a result of the defendants refusing to pay our lawfully entitled wages.
94. I understand that the major steps in the class action are generally as follows:
1. The action was started by filing of the Statement of Claim;
 2. I am now asking the court certify the action as a class proceeding by this motion for certification;
 3. Cross-examinations on the affidavits filed on this certification motion may be held;

4. There will be a court attendance before the Honourable Justice Perell where my lawyers will argue whether the action can proceed (be certified) as a class action;
 5. If the court certifies the action as a class proceeding, notice of the certification order will be given to the Class who will have the opportunity to opt out of the class action within a fixed period;
 6. If the action is certified, the court will determine the common issues to be tried;
 7. Examinations for discovery will be held, during which lawyers for the defendants will ask me questions and my lawyers will ask questions of one or more representatives of the defendants;
 8. Conferences may be held with the Honourable Justice Perell, or another Justice of the Ontario Superior Court of Justice from time to time;
 9. If the action does not settle, there will be a trial of the common issues and the court will decide whether or not the defendants acted reasonably and whether damages are to be awarded;
 10. If the Class is successful at the trial of the common issues, the court will decide upon a procedure for the assessment of damages if damages cannot be assessed globally;
 11. If damages are to be assessed individually, then notice will be given to the Class to give them the opportunity to participate at this stage to prove their individual damages;
 12. Appeals may be taken at various stages of the class action; and
 13. The class action may be settled, but only with court approval, at any stage.
95. I also understand that, in agreeing to seek and accept an appointment by the court as a representative plaintiff, it is my responsibility, among other things, to:
1. review the statement of claim and any amendments thereto;
 2. become familiar with the issues to be decided by the court;
 3. assist in the preparation and execution of this affidavit in support of the motion for certification;
 4. attend with my lawyers for my cross-examination on this affidavit;

5. to attend with my counsel for examination for discovery (if necessary) where I will be asked questions by lawyers for the defendants;
 6. attend with my counsel at the trial of the common issues and give evidence regarding the case, if required;
 7. receive briefings from and to instruct my lawyers;
 8. express, in some circumstances, my opinions on strategy to my lawyers;
 9. express my opinion to my lawyers and to the court if offers to settle are made;
 10. express my opinion to my lawyers and to the court if settlement positions are to be formulated;
 11. assist in the preparation of and to sign an affidavit in support of court approval of any settlement;
 12. negotiate and execute an agreement respecting fees and disbursements with my lawyers and to seek the court's approval of our agreement; and
 13. to communicate with members of the Class, as required.
96. To date, the following are some of the steps I have taken to fairly and adequately represent the class members:
1. Retained and instructed lawyers from Charney Lawyers;
 2. Provided documents and other information to my lawyers;
 3. Reviewed the Amended Statement of Claim;
 4. Aided in drafting this affidavit; and
 5. Met with Messrs. Charney and Eckart on several occasions.
97. If appointed as a representative plaintiff, I intend to take the following steps to continue to fairly and adequately represent the interest of the Class Members;
1. To instruct counsel;
 2. To discuss this action with Class Members, as required;
 3. To follow all developments in this proceeding; and
 4. To participate, as required, in the activities described in the paragraphs above.

CERTIFICATION CRITERIA**SECTION 5.1(b): THERE IS AN IDENTIFIABLE CLASS OF TWO OR MORE PERSONS THAT WOULD BE REPRESENTED BY THE REPRESENTATIVE PLAINTIFF**

98. The proposed Class definition is:

- a) *all players who are members of a team owned and/or operated by one or more of the defendants located in the Provinces of British Columbia, New Brunswick, and Nova Scotia (a "team") or at some point commencing October 17, 2012 and thereafter, were members of a team and all players who were members of a team who were under the age of 19 on October 17, 2012 (the "BC/NB/NS Class");*
- b) *all players who are members of a team owned and/or operated by one or more of the defendants located in the Provinces of Ontario, Alberta, Manitoba, Prince Edward Island (a "team") or at some point commencing October 17, 2012 and thereafter, were members of a team and all players who were members of a team who were under the age of 18 on October 17, 2012 (the "Ontario/Alberta/Manitoba/PEI/Saskatchewan Class");*
- c) *all players who are members of team owned and/or operated by one or more of the defendants located in the State of Pennsylvania, USA (a "team"), or at some point commencing October 17, 2010 and thereafter, were members of a team and all players who were members of a team who were under the age of 18 on October 17, 2010 (the "Pennsylvania Class");*
- d) *all players who are members of a team owned and/or operated by one or more of the defendants located in the Province of Quebec (a "team"), or at some point commencing October 17, 2011 and thereafter, were members of a team and all players who were members of a team who were under the age of 16 on October 17, 2011 (the "Quebec Class"); and*
- e) *all players who are members of a team owned and/or operated by one or more of the defendants located in the States of Maine, Michigan, Oregon, and Washington, USA, (a "team"), or at some point commencing October 17, 2008 and thereafter, were members of a team and all players who were members of a team who were under the age of 18 on October 17, 2008 (the "US Class").*

99. I have been advised by Andrew J. Eckart, and do verily believe that there are 60 teams participating in the CHL leagues with an active roster of 25 players per team. There are therefore approximately 1,500 potential class members for each season.

SECTION 5.1(c): THE CLAIMS OF THE CLASS MEMBERS RAISE COMMON ISSUES

100. Although I do not have any expertise to evaluate the propriety of the common issues, I have been advised by Ted Charney and Andrew Eckart and adopt their advice that the allegations in the Claim raise common issues which are presently proposed on behalf of the Class:

1. Are, or were, the Class Members employees of the defendant teams?
2. Do the defendant teams have an obligation to the Class Members under the Applicable Employment Standards Legislation to pay them minimum wages, overtime pay, holiday pay, and/or vacation pay?
3. If the answer to (2) is yes, did the defendant teams breach the Applicable Employment Standards Legislation by failing to pay the Class Members minimum wages, overtime pay, holiday pay, and/or vacation pay?
4. Was there a common contractual term that required that the defendant teams to pay the Class Members minimum wages, overtime pay, holiday pay, and/or vacation pay?
5. If the answer to (4) is yes, did the defendant teams breach the common contractual term to pay the Class Members minimum wages, overtime pay, holiday pay, and/or vacation pay?
6. Did any or all of the defendants conspire to violate the Applicable Employment Standards Legislation? If so, when, where, and how?
7. Is this an appropriate case for the defendants to disgorge profits?
8. Can any or all of the claims be assessed on an aggregate basis?
9. Are the defendants liable for punitive damages?

SECTION 5.1(d): A CLASS PROCEEDING WOULD BE THE PREFERABLE PROCEDURE FOR THE RESOLUTION OF THE COMMON ISSUES

101. I am advised by Messrs. Charney and Eckart that they estimate that the costs of prosecution of the action to a trial of common issues will exceed \$250,000 for fees and require a substantial amount for disbursements because of the need to retain experts.
102. I believe that the damages suffered by me and each Class Member are small when compared to the cost of prosecuting an action. Therefore, I believe that the cost would place individual litigation beyond my reach and the reach of most Class Members and it is thus not economically justifiable on an individual basis. Thus, if the action is certified as a class proceeding, access to justice will be enhanced. Similarly, judicial economy will be achieved because the potential for a multiplicity of actions involving the same issues will be avoided. Moreover, the defendants will incur increased costs if individual actions are mandated.
103. If this action is successful, I believe that the defendants will be forced to change their practices in relation to the manner in which they categorize and treat the players in the CHL leagues. They will be required to abide by minimum employment standards, including minimum wage laws, in the jurisdictions in which the teams operate. Thus, behavioural modification will be a by-product of permitting this action to proceed as a class proceeding.

SECTION 5.1(e)(i)(iii): THE REPRESENTATIVE PLAINTIFF WILL FAIRLY AND ADEQUATELY REPRESENT THE INTERESTS OF THE CLASS AND DOES NOT HAVE ON THE COMMON ISSUES AN INTEREST IN CONFLICT WITH THE INTERESTS OF OTHER CLASS MEMBERS

104. Having considered the common issues set out above, I cannot contemplate any differences among members of the Class relating to the common issues and I can therefore advise I do not have any interests that conflict with the interests of any other Class Members on any of the common issues.

105. As I have already stated, I believe that most individual Class Members would find it prohibitively expensive to sue the defendants on their own.
106. I believe that I can fairly and adequately represent the interests of the Class and I am committed to fulfilling my responsibilities if the court appoints me a representative plaintiff.

SECTION 5.1(e)(i)(ii): THE REPRESENTATIVE PLAINTIFF HAS PRODUCED A PLAN FOR PROCEEDING THAT SETS OUT A WORKABLE METHOD OF ADVANCING THE PROCEEDING ON BEHALF OF THE CLASS AND OF NOTIFYING CLASS MEMBERS OF THE PROCEEDING

107. My lawyers have developed a plan for the proceeding setting out a workable plan of advancing the proceeding on behalf of the Class and of notifying Class Members of the proceeding (the “Litigation Plan”). I have been advised by Messrs. Charney and Eckart that the plan is subject to review by the court. Attached hereto as **Exhibit “M”** is a copy of the Litigation Plan.
108. The Litigation Plan also provides for:
- (a) the court to settle the form and content of a notice notifying the Class members of the certification; and
 - (b) the court to direct that the notice be:
 - (i) mailed to all last known addresses of the Class Members;
 - (ii) posted on the website at www.chlclassaction.com;
 - (iii) delivered by email by Class Counsel to any person who registered with Class Counsel and provided a valid email address and to any person who requests it; and
 - (iv) published in one national English language newspaper in Canada, in one French language newspaper in Canada, and in one national English language newspaper in the United States.
109. I have reviewed the proposed notice program and believe that, if implemented, it would notify the majority of the Class Members.

110. I swear this affidavit in support of the motion for certification of this action as a class action, for the consolidation of several actions, and for no other or improper purpose.

SWORN BEFORE ME at the)
City of Toronto, in the Province of)
Ontario, this 18th day of)
February, 2015.)

(A Commissioner, etc.)

ANDREW J. ECKART
LSUC # 60080R


SAMUEL BERG

This is Exhibit "D" referred to in the

affidavit of

Samuel Berg

sworn before me, this

day of February

18th
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.

IMPORTANT NOTICE TO PLAYER

This agreement imposes obligations upon you and comes to you certainly 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) filled 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

4. Agreements 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) Niagara IceDogs (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) Sam Berg ("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 3 year(s), beginning on the 31 day of August, 20 13 and ending on the 31 day of August, 20 16.
- 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 16, 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, IJHF 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) Adheres 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 assigned 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:
- If the Player defaults, or refuses or neglects to provide the services agreed upon in this agreement;
 - 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;
 - 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
 - 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 hereon have signed and set their seals thereto this 20 day of August, 2013.

SIGNED SEALED AND DELIVERED IN THE PRESENCE OF
Jocelyne Durbin Niagara Ice Dogs
 Name of Club

Witness
[Signature] Authorized Signing Officer

(Title: General Manager)

Signature of Player

3886 Lakeshore Rd. Beauséjour
 Home Address of Player

Ont. LOR 1B1

10/1/96
 Date of Birth of Player

524 168 961
 Player's Social Insurance Number

ACKNOWLEDGMENT OF PARENT OR GUARDIAN OF PLAYER

I/We Dill + Wendy Dugg
 parent(s) or guardian(s) of Sam Berg
 (the "Player") a Player signing the Standard Player Agreement with the Ontario Hockey League Club Niagara Ice Dogs (the "Club") hereby acknowledge that:

1. This acknowledgment 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 outright or 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.

[Signature]
 Witness (Signature of Parent or Guardian)

[Signature]
 Witness (Signature of Parent or Guardian)

3/29/13
 Date
3886 Lakeshore Rd.
 Home address of Parent/Guardian
Beauséjour, Ont.
LOR 1B1

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 Sam Berg (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 coercion 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.

[Signature]
 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 Toronto this 27 day of January, 2014.

[Signature]
 Commissioner
 Of the Ontario Hockey League

NOTE: Agreement must be filed with either Certificate or Independent Legal Advice or Waiver.

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	\$50	Weekly
2	\$50	Weekly
3	\$50	Weekly

- 1.2 Payment of the fees to the Player shall be made commencing August 31, 2013. 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 travelling, 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 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 EDUCATION PACKAGE FOR BOOKS, TUITION AND COMPULSORY FEES)

THIS AGREEMENT MADE IN TRIPPLICATE THIS 19 DAY OF August, 2013.

AMONG: **Niagara IceDogs**
(Hereinafter called the "CLUB")

OF THE FIRST PART

AND: **Sam Berg**
(hereinafter called the "PLAYER")

OF THE SECOND PART

AND: **Bill and Wendy Berg**
(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 St. Catharines, in the Province/State of ON.

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 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 Brock University (Name of School), up to a maximum of \$ OPEN 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






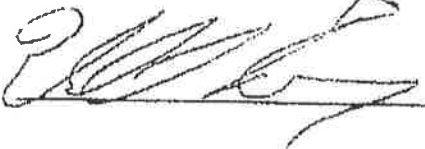

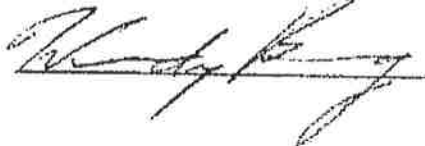
period of his enrolment. The Player must also be enrolled on a full-time basis and must remain enrolled on a full time basis for consecutive years, terms or semesters, in order to maintain the Player's eligibility for the education payments from the Club. It is understood and agreed that the Player shall 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 situated 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

1. This Schedule "C" to the Ontario Hockey League Standard Player Agreement (the "**Agreement**") between the Niagara IceDogs Hockey Club and Sam Berg (the "**Player**") amends the terms of the Agreement (including, without limitation, Schedule "B" thereto) and is incorporated into and shall be deemed part of the Agreement. Section references and defined terms contained in this Schedule "C" correspond to those contained in the Agreement. In the event of any conflict between the provisions of this Schedule "C" and the provisions of the Agreement (including any schedules thereto) the provisions of this Schedule "C" shall govern.
2. Notwithstanding any terms of Schedule "B" to the Agreement which are to the contrary, the Club agrees that the Education Package detailed in Clause 5.01 (a) of Schedule "B", consisting of a four (4) year bachelor degree and consisting of the costs of tuition, books, and all compulsory fees shall be irrevocably guaranteed upon the Player playing in one (1) OHL exhibition or regular season game.
3. Notwithstanding Clause 12.1(d) of the Agreement, the Club agrees that it will continue to recognize and provide to the Player all of the benefits set forth in the Agreement and all Schedules thereto in the event of a suspension of the Player.
4. Notwithstanding Clause 8 of the Agreement, the Club agrees that it will continue to recognize and provide to the Player all of the benefits set forth in the Agreement and all Schedules thereto even if the Player is injured and unable to play for the Club.
5. The Club shall not be permitted to trade the Player while the Player is in high school without the prior written consent of the Player. The written consent of the Player's parents must also be obtained if the Player is under 18 years of age at the time of the proposed trade.
6. The Player will receive two (2) tickets to each pre-season, regular season and playoff home game and is guaranteed one (1) ticket for each pre-season, regular season and playoff away game.
7. The Club agrees to provide the Player with a local travel of \$200 provided he has a car or the maximum permissible travel allowance for each month of the Club's playing season, including playoffs.
8. The Club will contribute \$500.00 per season toward the premium for a 24 hour, 12 month career-ending disability insurance policy in the name of, and for the benefit of, the Player.

AGREED TO IN THE PRESENCE OF:

WITNESS

HOCKEY CLUB

WITNESS

PLAYER

WITNESS

PARENT

WITNESS

PARENT

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Sam Berg (LW)

7

PLAYER GAME BY GAME STATS

SEASON: 2013-14 REGULAR SEASON

Game	Date	G	A	Pts	+	-	PIM	PP	SH	FG	GW	IG
1) MISS @ MIAG	2013-09-19	-	-	-	-	-	-	-	-	-	-	-
2) MIAG @ ROH	2013-09-27	-	-	-	-	-	2	-	-	-	-	-
3) MIAG @ OTT	2013-09-29	-	-	-	-	-	-	-	-	-	-	-
SEPTEMBER TOTALS												
SEASON TO DATE TOTALS												
1) MIAG @ WSR	2013-10-06	-	-	-	-	-	7	-	-	-	-	-
2) OTT @ MIAG	2013-10-17	-	-	-	-	-	7	-	-	-	-	-
3) MIAG @ GUE	2013-10-18	-	-	-	-	-	-	-	-	-	-	-
OCTOBER TOTALS												
SEASON TO DATE TOTALS												
1) NB @ MIAG	2013-12-07	-	-	-	-	-	14	-	-	-	-	-
2) BELV @ MIAG	2013-12-31	-	-	-	-	-	16	-	-	-	-	-
DECEMBER TOTALS												
SEASON TO DATE TOTALS												
This is Exhibit E referred to affidavit of Samuel Berg sworn before me this 19th day of February 2014												
A Commissioner for taking affidavits												



CHL

- WESTERN HOCKEY LEAGUE
- ONTARIO HOCKEY LEAGUE
- QUEBEC MAJOR JUNIOR HOCKEY LEAGUE
- SUBWAY SUPER SERIES



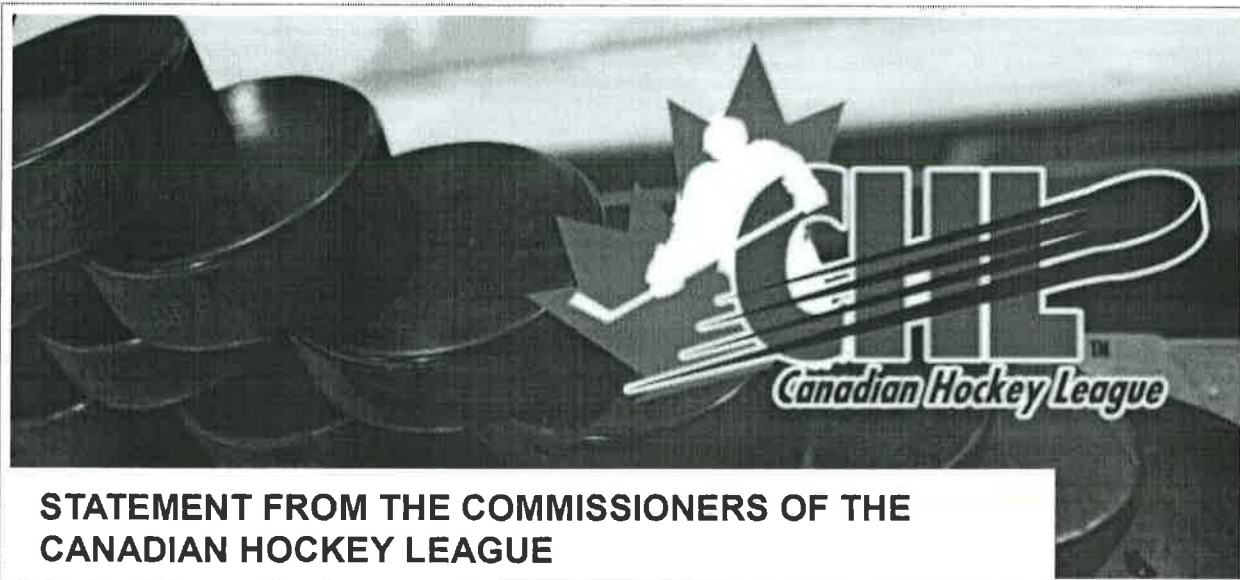
OHL

- HOME
- STANDINGS
- SCHEDULE
- STATISTICS

EASTERN CONFERENCE WESTERN CONFERENCE

- BARRIE COLTS
- BELLEVEILLE BULLS
- KINGSTON FRONTENACS
- MISSISSAUGA STEELHEADS
- NIAGARA CEDARS
- ERE OTTERS
- QUELUP STORM
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- LONDON KNIGHTS
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October 20, 2014

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Trio of CHL clashes on Sportsnet this weekend

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Monday October 20, 2014

Toronto – The Canadian Hockey League (CHL) is the world's premier development hockey league and the number one supplier of player talent for the NHL, Canadian university hockey and Canada's national hockey teams. Our players are some of the best amateur student athletes in the world and we are proud to provide them with the support, programs and tools to ensure they have the best player experience.

As the CHL we have worked hard over the last decade to continually review, refine and improve the player experience. This player experience, funded by our member teams and leagues, now includes:

- an education program, unmatched in amateur sports, that promotes academic success both during their time in the CHL and after, including post-secondary scholarship programs,
- extensive health and safety, anti-doping and mentoring programs that support our players whether they continue with the sport or pursue other careers,
- a comprehensive mental health program in partnership with the Canadian Mental Health Association, and
- out-of-pocket expense coverage, equipment, billeting and travel costs.

This is Exhibit "F" referred to in the affidavit of Samuel Berg sworn before me, this 18th day of February, 2015

[Signature]
A commissioner for taking affidavits

In all three CHL member leagues, the Commissioners have spent much time dealing directly with players and their parents on team-specific issues. The Commissioners are always available to respond to any concerns raised by players or their parents. We will also continue to review and refine our programs through research and talking to our players, their parents, and our teams. We believe that our players are amateur student athletes.

In terms of the class action that was filed today in Toronto, 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 the Gumbleys.

For more information:

David Branch, OHL Commissioner
Gillas Courteau, QMJHL Commissioner
Ron Robison, WHL Commissioner

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Opinion / Readers' Letters

In defence of junior hockey status quo

Published on Mon Oct 27 2014

Re: Pay young players, Editorial Oct. 26

Pay young players, Editorial Oct. 26

In response to your argument that junior hockey players deserve to be paid decently, here is the other side of the story.

A number of years ago the Canadian Hockey League (CHL) made the decision to invest in the young men who play in our league. These investments, which average \$30,000 per player per year, include leading programs in anti-doping and mental health, access to advisers on a range of health and education issues, equipment and room and board with billet families.

In addition the players receive a monthly expense allowance, which in the Ontario Hockey League (OHL) is \$470 per player.

Our largest investment is the CHL's education program, which is unsurpassed in Canadian sport. In 2013-14 there were 594 former players at Canadian universities at a cost to the CHL teams of over \$6 million. Our education program includes a scholarship program for those players who do not play in the NHL - minimum payment to a player of one year tuition and books for each year played in the league at a recognized university, college or trade school.

For those players who attend post-secondary education while playing in the CHL, all costs are covered by the teams. In Ontario, the high school graduation rate of our players is 98 per cent, which is considerably higher than the provincial average.

The CHL is not a professional league. Our athletes are registered players in the Canadian amateur system with Hockey Canada. They are amateur student athletes not employees.

The CHL has some successful teams in larger markets and we are very proud of them. The vast majority of our teams operate in markets with populations less than 100,000.

This lawsuit may well change the face of junior hockey and all amateur sports in Canada to the disadvantage of Canada's young athletes. The CHL will vigorously defend our player experience.

We continue to believe that our players deserve an investment in their development and future. Those actually in the league understand that weekly payments are not nearly as important as providing support to allow players to progress in hockey as far as talent and work ethic can allow while ensuring that there will be much needed financial support for an education.

In the end the success of our players on the ice and in every other career outside of hockey is the only evidence we need to know that our system has met its objectives.

David Branch, President, Canadian Hockey League

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GOJHL 2013/2014

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79 Sam Berg

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PROFILE

Birthdate: Oct 01, 1996

Hometown: Beamsville, ON

Position: F

Height: 6-1

Weight: 209

This is Exhibit **G** referred to in the affidavit of **Samuel Berg** sworn before me, this **18th** day of **February, 2015**

[Signature]
A Commissioner for taking affidavits

REGULAR SEASON												
YEAR	TEAM	Lge.	GP	G	A	PTS	PIM	PP	PPA	SH	SHA	GWG
2013/2014	Thorold	GOJHL	4	2	1	3	39	1	0	0	0	0
2013/2014	St. Catharines	GOJHL	8	4	4	8	37	1	0	0	0	1
TOTALS			12	6	5	11	76	2	0	0	0	1
PLAYOFFS												
YEAR	TEAM	Lge.	GP	G	A	PTS	PIM	PP	PPA	SH	SHA	GWG
2014	Thorold	GOJHL	0	0	0	0	0	0	0	0	0	0
TOTALS			0	0	0	0	0	0	0	0	0	0

GAME LOG - GOJHL 2013/2014 (All Games)											
DATE	GAME	RESULT	G	A	PTS	PIM	PP	PPA	SH	SHA	GWG
11/02/13	@Caledonia	4-7 L	0	1	1	5	0	0	0	0	0
11/05/13	vsNiagara Falls	7-4 W	0	1	1	5	0	0	0	0	0
11/15/13	vsFort Erie	9-2 W	1	1	2	14	1	0	0	0	0
11/22/13	@Niagara Falls	7-4 W	0	0	0	7	0	0	0	0	0
11/24/13	@Welland	8-1 W	1	1	2	0	0	0	0	0	0
11/29/13	vsThorold	3-2 W	1	0	1	0	0	0	0	0	0
12/01/13	@Port Colborne	5-3 W	1	0	1	4	0	0	0	0	1
12/06/13	vsCaledonia	4-3 W	0	0	0	2	0	0	0	0	0
12/19/13	vsNiagara Falls	5-4 W	2	0	2	5	1	0	0	0	0
12/20/13	@Niagara Falls	1-5 L	0	1	1	12	0	0	0	0	0
12/21/13	@Caledonia	2-6 L	0	0	0	16	0	0	0	0	0
01/02/14	vsPort Colborne	5-1 W	0	0	0	6	0	0	0	0	0

This is Exhibit H referred to in theaffidavit of Samuel Bergsworn before me, this 18thday of February, 2015

A commissioner for taking affidavits

2013-14 Niagara IceDogs Results and Schedule

Leagues -> OHL -> 2013-14 -> Niagara IceDogs -> Schedule and Results

Game Date	.	Opponent	Team	Opp.	Result	Other	Att.	W-L-OT	Streak	Pctt
09/19/2013	vs.	Mississauga	5	6	OTL	3:04 OT	3,145	0-0-1	L1	0.200
09/27/2013	at	Kingston	1	5	Loss		3,272	0-1-1	L2	0.100
09/28/2013	at	Belleville	3	4	Loss		2,078	0-2-1	L3	0.067
09/29/2013	at	Ottawa	2	3	Loss		2,514	0-3-1	L4	0.050
10/03/2013	vs.	North Bay	4	2	Win		2,938	1-3-1	W1	0.240
10/05/2013	at	Sarnia	4	3	Win	SO	2,693	2-3-1	W2	0.300
10/06/2013	at	Windsor	4	7	Loss		4,867	2-4-1	L1	0.257
10/10/2013	vs.	Owen Sound	7	2	Win		2,936	3-4-1	W1	0.350
10/14/2013	at	North Bay	4	5	SOL	SO	3,506	3-4-2	L1	0.356
10/17/2013	vs.	Ottawa	7	4	Win		2,927	4-4-2	W1	0.420
10/18/2013	at	Guelph	4	5	SOL	SO	3,738	4-4-3	L1	0.418
10/19/2013	vs.	Belleville	4	1	Win		3,145	5-4-3	W1	0.467
10/24/2013	at	Barrie	3	4	Loss		3,019	5-5-3	L1	0.431
10/25/2013	vs.	Peterborough	2	3	Loss		3,145	5-6-3	L2	0.400
10/27/2013	at	Oshawa	4	5	Loss		4,081	5-7-3	L3	0.373
11/01/2013	vs.	Barrie	0	4	Loss		3,019	5-8-3	L4	0.350
11/02/2013	vs.	Erie	0	6	Loss		3,145	5-9-3	L5	0.329
11/07/2013	vs.	Sarnia	6	3	Win		2,851	6-9-3	W1	0.367
11/09/2013	vs.	Oshawa	3	5	Loss		2,989	6-10-3	L1	0.347
11/11/2013	at	Erie	3	5	Loss		2,630	6-11-3	L2	0.330
11/14/2013	vs.	Sault Ste. Marie	4	8	Loss		2,956	6-12-3	L3	0.314
11/16/2013	at	Barrie	2	8	Loss		3,854	6-13-3	L4	0.300
11/17/2013	at	Sudbury	3	4	OTL	4:36 OT	3,032	6-13-4	L5	0.296
11/22/2013	vs.	Sudbury	1	6	Loss		2,993	6-14-4	L6	0.283
11/23/2013	at	Peterborough	2	4	Loss		2,202	6-15-4	L7	0.272
11/24/2013	at	Ottawa	2	5	Loss		4,214	6-16-4	L8	0.262
11/28/2013	vs.	London	4	1	Win		3,039	7-16-4	W1	0.289
11/29/2013	at	Sudbury	4	6	Loss		3,850	7-17-4	L1	0.279
11/30/2013	at	Sault Ste. Marie	3	5	Loss		4,373	7-18-4	L2	0.269
12/06/2013	at	Mississauga	4	3	Win	SO	1,844	8-18-4	W1	0.280
12/07/2013	vs.	North Bay	3	6	Loss		3,145	8-19-4	L1	0.271
12/12/2013	vs.	Erie	2	7	Loss		3,052	8-20-4	L2	0.263
12/13/2013	at	Kingston	5	4	Win	2:32 OT	3,631	9-20-4	W1	0.279
12/14/2013	at	Belleville	5	3	Win		1,833	10-20-4	W2	0.300
12/20/2013	at	London	6	5	Win		9,046	11-20-4	W3	0.320
12/28/2013	at	Owen Sound	2	6	Loss		3,283	11-21-4	L1	0.311
12/31/2013	vs.	Belleville	5	2	Win		3,145	12-21-4	W1	0.330
01/03/2014	at	Saginaw	2	3	SOL	SO	2,852	12-21-5	L1	0.332
01/04/2014	at	Plymouth	3	4	SOL	SO	2,115	12-21-6	L2	0.333
01/09/2014	vs.	Guelph	2	4	Loss		2,954	12-22-6	L3	0.325
01/10/2014	at	Kitchener	6	5	Win	3:46 OT	7,200	13-22-6	W1	0.337
01/11/2014	vs.	Windsor	5	4	Win	2:35 OT	3,145	14-22-6	W2	0.348
01/16/2014	vs.	Kingston	6	3	Win		2,926	15-22-6	W3	0.363

Game Date	Opponent	Team	Opp.	Result	Other	Att.	W-L-OT	Streak	Pct†
01/18/2014	at Barrie	2	6	Loss		4,038	15-23-6	L1	0.355
01/19/2014	at North Bay	1	5	Loss		3,132	15-24-6	L2	0.347
01/23/2014	vs. Mississauga	4	1	Win		2,807	16-24-6	W1	0.361
01/24/2014	at Erie	4	3	Win		5,707	17-24-6	W2	0.374
01/25/2014	vs. Ottawa	2	3	Loss		3,145	17-25-6	L1	0.367
01/30/2014	vs. Erie	1	8	Loss		3,145	17-26-6	L2	0.359
01/31/2014	at Mississauga	1	2	Loss		2,244	17-27-6	L3	0.352
02/01/2014	vs. Kitchener	4	5	SOL	SO	2,889	17-27-7	L4	0.353
02/07/2014	vs. Saginaw	4	2	Win		2,872	18-27-7	W1	0.365
02/08/2014	vs. Sudbury	1	7	Loss		2,925	18-28-7	L1	0.358
02/13/2014	vs. Barrie	2	9	Loss		2,806	18-29-7	L2	0.352
02/15/2014	at Erie	2	3	Loss		6,599	18-30-7	L3	0.345
02/16/2014	vs. Sudbury	3	5	Loss		2,851	18-31-7	L4	0.339
02/20/2014	vs. Kingston	4	5	OTL	3:59 OT	2,772	18-31-8	L5	0.337
02/22/2014	vs. North Bay	4	1	Win		2,924	19-31-8	W1	0.348
02/23/2014	at Mississauga	0	2	Loss		2,410	19-32-8	L1	0.342
02/27/2014	vs. Mississauga	1	3	Loss		2,818	19-33-8	L2	0.337
03/01/2014	at Sudbury	5	2	Win		4,907	20-33-8	W1	0.348
03/02/2014	at North Bay	5	2	Win		3,133	21-33-8	W2	0.358
03/06/2014	vs. Plymouth	3	4	Loss		2,893	21-34-8	L1	0.352
03/09/2014	vs. Barrie	5	2	Win		3,019	22-34-8	W1	0.363
03/11/2014	at Peterborough	3	6	Loss		3,088	22-35-8	L1	0.357
03/13/2014	vs. Mississauga	5	4	Win	SO	3,036	23-35-8	W1	0.361
03/14/2014	at Mississauga	1	2	SOL	SO	3,183	23-35-9	L1	0.361
03/16/2014	vs. Peterborough	5	4	Win	SO	3,145	24-35-9	W1	0.365

† Hockeydb calculates percentage on a 5-point basis, with 5 pts for a regulation win, 4 pts for an overtime win, 3 pts for a shootout win, 2 pts for an shootout loss, 1 pt for an overtime loss, 0 points for a regulation loss, and 2.5 points for a tie. This compensates for the point inflation brought on by awarding bonus points.

Over/Under .500

(with bonus point compensation†)



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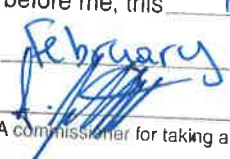
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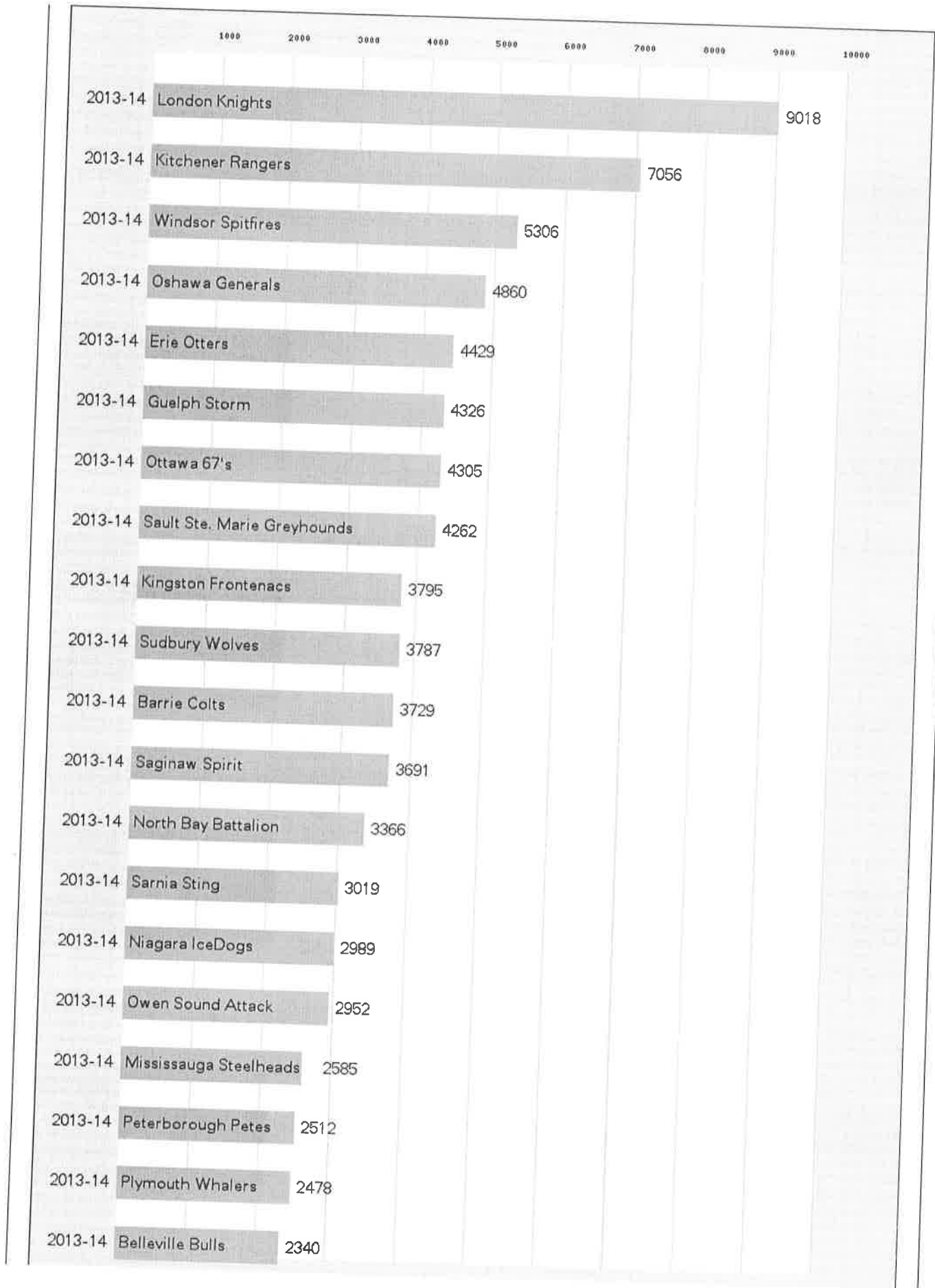


Ontario Hockey League 2013-14 Attendance Graph

Attendance Home -> OHL -> Attendance

This is a graph of the attendance of the Ontario Hockey League for the 2013-14 season. Attendance is based on numbers from a team or league, either released as an official yearly per-game average figure, or compiled into an average from individual boxscore attendance. In some cases when boxscore attendance is unavailable for a small number of games, the attendance is computed omitting the missing games and annotated as approximate. Clicking on a team's bar in the graph will display a graph of that team's attendance across all seasons.

This is Exhibit "1" referred to in the
affidavit of Samuel Berg
sworn before me, this 18th
day of February, 2015

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(http://www.niagaraicedogs.net/page/support-our-partners) (http://ohl.neulion.com/ohl/) (http://chl.ca)




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[PROSPECTS & FAMILIES \(/PAGE/EDUCATION\)](#) [TICKETS \(/PAGE/2014-15-INDIVIDUAL-GAME-TICKETS\)](#)

[SCHEDULE \(/SCHEDULE/LIST\)](#) [TEAM \(/ROSTER/INDEX/TEAM/20/SEASON/LAST\)](#) [NEWS \(/NEWS\)](#)

[COMMUNITY \(/PAGE/COMMUNITY-2011-12\)](#) [FAN ZONE \(/\)](#) [PARTNERS \(/PAGE/PARTNERS_OPPORTUNITIES\)](#)

[CONTACT \(/PAGE/CONTACTUS\)](#)

This is Exhibit 5 referred to in the
affidavit of Samuel Berg
sworn before me, this 18th
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Hotels and Accomodations



(<http://www.nfcourtyard.com/>)



DOUBLE TREE
BY HILTON

(<http://doubletree3.hilton.com/en/hotels/ontario/doubletree-fallsview-resort-and-spa-by-hilton-niagara-falls-IAGDTRD/index.html>)



(<http://www.heartofniagarahotels.com/>)

Restaurants and Dining



(<http://www.aw.ca/>)



(<http://www.avondalestores.com/>)



(<http://thebluemermaid.com/>)



(<http://www.carlislecafe.ca/>)

SCHEDULE

vs Peterborough
Fri Feb 20, 7:00



at Barrle
Sat Feb 21, 7:30



at North Bay
Sun Feb 22, 2:00

Tickets (<https://tickets.battalionhockey.com/Online/default.asp>)

vs Mississauga
Thu Feb 26, 7:00

vs North Bay
Sat Feb 28, 7:00

[Full Schedule \(/schedule\)](#)

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STEVEN STAMKOS
1ST OVERALL SELECTION
2008 NHL ENTRY DRAFT
OHL Sarnia Sting,
2006-2008

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(<http://www.domspastaandgrill.ca/>)



(<http://www.fabiospizzeria.com/>)



(<http://www.foodbasics.ca/en/index.html>)



(<http://www.gords.com/>)



(<http://www.iggyspub.com/site/home>)



(<http://johnnyroccos.com/>)



(<http://www.kelseys.ca/>)



(<http://www.kimwoodennicol.com/>)



(<http://www.kullys.com/>)



(<http://www.lascalalaristorante.ca/>)



(<http://www.mansionhouse.ca/>)



(<http://www.molsoncanadian.ca/en/Index.aspx>)



(<http://www.pizzapizza.ca/>)



(<http://www.roziescafe.ca/>)



(<http://w.subway.com/en-ca/>)



(<https://www.swisschalet.com/>)



(<http://www.kegsteakhouse.com/en/locations/ON/st-catharines/st-catharines-keg/>)



(<http://thebeachsportsbar.com/>)



(<http://www.worksburger.com/>)

Tweets

 **Niagara IceDogs** @OHLIceDogs 19h
 Come meet the IceDogs at the Swiss Chalet on Fourth and Van at 5pm!
 Expand

 **Niagara IceDogs** @OHLIceDogs 19h
 Best ever attendance, lots of pasta donated to Community Care and a great time had by all at the annual Skills Comp.
niagaraicedogs.net/article/family...

Tweet to @OHLIceDogs

PHOTO GALLERY



BMO Top Prospects Game



(<http://www.timhortons.com/>)

Recreation and Leisure



(<https://www.fulton.ca/>)



(<http://www.musiccityinstruments.ca/>)



(<http://www.niagaracollege.ca/content/>)



(<http://www.niagaragolfwarehouse.com/>)



(<http://www.thepencentre.com/>)



(<http://www.rankincancerrun.com/>)



(<http://www.reifwinery.com/>)

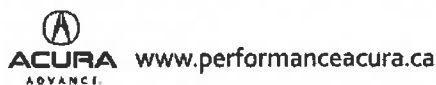


(<http://www.selloffvacations.com/>)



(<http://www.thunderingwaters.com/>)

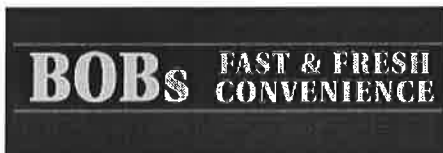
Car Dealerships and Automotive Services



(<http://www.performanceacura.com/index.htm>)



(<http://www.performance-bmw.com/index.htm>)



(<http://www.gales.ca/about-gales-gas/bobs-fast-fresh-convenience/>)



(<http://www.briancullen.com/>)



(<http://www.centralniagara.com/>)

CLARE'S



(<http://www.claresharleydavidson.com/>)



Coach Canada

(<http://www.coachcanada.com/coachcanada/language.asp>)

Henley HONDA

(<http://www.henleyhonda.com/>)



(<http://www.midas.com/stcatharines/store.aspx?shopnum=9571&dmanum=857003>)



(<http://www.ministcatharines.com/index.htm>)



(<http://www.niagaratrailers.com/>)



(<http://www.yourbus.com/>)



(<http://www.subaruofniagara.subarudealer.ca/WebPage.aspx?WebSiteID=597>)



(<http://superiorcarwash.ca/>)



(<http://www.wacw.ca/>)

Banking and Financial Services



(<http://www.assante.com/>)



(<http://www.ci.com/web/home.jsp>)



(<http://djb.com/>)



(<http://www.grantthornton.ca/>)



(<http://www.investorsgroup.com/en/default.aspx>)



(<http://www.meridiancu.ca/Pages/welcome.aspx>)



(http://accompass.com/)



RBC
Royal Bank

(http://www.rbcroyalbank.com/personal.html)



(http://www.scotiabank.com/gls/en/index.html#about)



(http://www.vergeinsurance.com/)



(http://www.wmkca.com/)

Homes and Construction



(http://www.1800gotjunk.com/ca_en)



(http://www.a1flooringcanada.com/)



www.boldtpools.ca

(http://boldtpools.ca/)



(http://www.canadiantire.ca/)



(http://www.burnsteinbrick.com/)



(http://www.critellifurniture.com/)



(http://distinctivedesigns.ca/)



(http://www.environiagara.ca/)



More saving. More doing.

(http://www.homedepot.ca/)



(http://www.horizonutilities.com/pages/default.aspx)



(http://www.ibewlocal303.com/)



(http://innovativekitchendesign.com/)



(http://www.mcnamarareynolds.com/)



(http://www.niagaraglass.com/)



(http://www.nickersonappliances.com/)



(http://www.peninsulaflooring.ca/en/index.php)



(http://pymandcooper.ca/)



(http://www.rankinconstruction.ca/)



(http://www.rona.ca/en)



(http://www.royalpage.ca/)



(http://www.regionalfireplace.com/en/)



(http://www.teamdavids.ca/)



(http://www.walkerind.com/)



(http://www.yardmastersniagara.com/)



(http://www.cambriacanada.com/new-design/)



(http://rinaldihomes.com/)

Business Services



(http://www.advantage-restsupply.com/)



(http://www.beatties.com/)



(http://www.brockoa.com/)



(http://www.burtnikprinting.com/)



(http://commercialdigitalprint.com/)



(http://commercialcleaningservices.com/)



(http://www.creativesignworks.ca/)



(http://niagaratips.ca/)



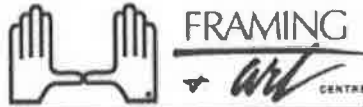
(http://delaneypestcontrol.ca/)



(http://www.desksplus.com/)



(http://econoprint.net/)



(http://www.framingartcentre.com/)



(http://www.greatclips.com/)



(http://www.jbm.ca/)



(http://www.landonmorgan.com/)



(http://www.larrysrentall.com/)



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(http://www.lbwlawyers.com/)

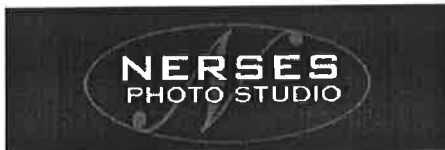


MANOR CLEANERS LTD.
Voted Best Dry Cleaner

(http://www.manorcleaners.com/)



(http://www.merrymaids.ca/)



(http://nersesphoto.com/)



(http://www.niagarapetresort.com/)



(http://www.publicmobile.ca/)



(http://www.revolutionenergy.ca/)



(http://www.skycomp.ca/cms/)



(https://www.youtube.com/watch?v=ey9RvoxNIUw)

Goodwill Niagara

Changing lives through the power of Work

(http://goodwillniagara.com/)

Media



(http://www.610cktb.com/)



(http://www.cogeco.ca/web/)



(http://www.fourgrounds.com/)



(http://www.niagarafallsreview.ca/)

The Standard

(http://www.stcatharinesstandard.ca/)

THE TRIBUNE

(http://www.wellandtribune.ca/)



(http://www.610cktb.com/)



(http://www.heartofniagarahotels.com/)



(http://www.yourbus.com/)

(http://www.nfcourtyard.com/)



(http://www.thunderingwaters.com/)

CHL

(HTTP://CHL.CA)

- WESTERN HOCKEY LEAGUE (HTTP://WWW.WHL.CA/)
- ONTARIO HOCKEY LEAGUE (HTTP://WWW.ONTARIOHOCKEYLEAGUE.COM/)
- QUEBEC MAJOR JUNIOR HOCKEY LEAGUE (HTTP://THEQMJHL.CA/)
- SUBWAY SUPER SERIES

OHL

- HOME (HTTP://WWW.ONTARIOHOCKEYLEAGUE.COM/)
- STANDINGS (HTTP://WWW.ONTARIOHOCKEYLEAGUE.COM/STANDINGS/INDEX)
- SCHEDULE (HTTP://ONTARIOHOCKEYLEAGUE.COM/SCHEDULE/YEAR/2011/TIME_ZONE/0)

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(HTTP://ONTARIOHOCKEYLEAGUE.COM) [WWW.SUBWAYSUPERSERIES.CA](http://www.subwaysuperseries.ca) STATISTICS
CHL/NHL TOP PROSPECTS GAME (HTTP://ONTARIOHOCKEYLEAGUE.COM
(HTTP://WWW.CHLTOPPROSPECTS.CA) /STATS/SHOW)
MASTERCARD MEMORIAL CUP
(HTTP://WWW.NIAGARAICEDOGS.NET) (HTTP://WWW.MASTERCARDMEMORIALCUP.CA)

THE CANADIAN HOCKEY LEAGUE (CHL) CARES ABOUT YOUR PRIVACY. THANK YOU FOR YOUR INTEREST IN OUR NETWORK OF WEBSITES, NEWSLETTERS, AND OTHER SERVICES. WE BELIEVE IN FULLY DISCLOSING THE METHODS TO WHICH WE COLLECT AND USE YOUR PERSONAL INFORMATION. WE ALSO INVITE YOU TO ASK US ABOUT OUR POLICIES OR FEEL FREE TO LET US KNOW HOW WE CAN BETTER SERVE YOUR PRIVACY CONCERNS.

READ OUR [PRIVACY POLICY \(HTTP://WWW.CHL.CA/PRIVACY_POLICY\)](http://www.chl.ca/privacy_policy)

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1. SELECT PACKAGE

2. CREATE ACCOUNT

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Select a package below that best suits you. To purchase a single game select the 'BUY' button on the 'Schedule'

Season Package

All Access - Regular Season

With this package you can watch every game from every team, throughout the regular season, including archives.

\$149.99

This is Exhibit "K" referred to in the affidavit of Samuel Berg sworn before me, this 18th day of February, 2015

A commissioner for taking affidavits

Team Package

Team Pass

Team Pass - Watch every regular season game played by your favorite team, including archives.

\$99.99

SELECT TEAM

Away Pass

Away Pass - Watch every regul game played by your favorite te archives.

SELECT AWAY TEAM

Pay per View Package

The 5 game pass gives you access to any 5 games you choose (live or archive). Saves 10% off the individual game price!

\$29.99

The 10 game pass gives you access to any 10 games you choose (live or archive). Saves 10% off of buying at the individual game price!

Game Package

Not ready for a season pass? Watch a single OHL game for only \$6.99! And only \$3.99 for archive game!

OHL Live
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This is Exhibit "L" referred to in the affidavit of Samuel Berg sworn before me, this 18th day of February, 2015
A commissioner for taking affidavits



SCHEDULE "C" TO THE ONTARIO HOCKEY LEAGUE STANDARD PLAYER AGREEMENT

PERMISSIBLE BENEFITS

1. This Schedule "C" to the Ontario Hockey League Standard Player Agreement (the "Agreement") between the Niagara IceDogs Hockey Club and Sam Berg (the "Player") amends the terms of the Agreement (including, without limitation, Schedule "B" thereto) and is incorporated into and shall be deemed part of the Agreement. Section references and defined terms contained in this Schedule "C" correspond to those contained in the Agreement. In the event of any conflict between the provisions of this Schedule "C" and the provisions of the Agreement (including any schedules thereto) the provisions of this Schedule "C" shall govern.
2. Notwithstanding any terms of Schedule "B" to the Agreement which are to the contrary, the Club agrees that the Education Package detailed in Clause 5.01 (a) of Schedule "B", consisting of a four (4) year bachelor degree and consisting of the costs of tuition, books, and all compulsory fees shall be guaranteed upon the Player playing in one (1) OHL exhibition or regular season game pursuant to the deletion of Clauses 8.4, 12(c) and 12(d) of the OHL Standard Player Agreement.
3. Notwithstanding Clause 12.1(d) of the Agreement, the Club agrees that it will continue to recognize and provide to the Player all of the benefits set forth in the Agreement and all Schedules thereto in the event of a suspension of the Player.
4. Notwithstanding Clause 8 of the Agreement, the Club agrees that it will continue to recognize and provide to the Player all of the benefits set forth in the Agreement and all Schedules thereto even if the Player is injured and unable to play for the Club.
5. The Club shall not be permitted to trade the Player while the Player is in high school without the prior written consent of the Player. The written consent of the Player's parents must also be obtained if the Player is under 18 years of age at the time of the proposed trade.
6. The Player will receive two (2) tickets to each pre-season, regular season and playoff home game and is guaranteed one (1) ticket for each pre-season, regular season and playoff away game.
7. The Club agrees to provide the Player with a local travel of \$200 provided he has a car or the maximum permissible travel allowance for each month of the Club's playing season, including playoffs.
8. The Club will contribute \$500.00 per season toward the premium for a 24 hour, 12 month career-ending disability insurance policy in the name of, and for the benefit of, the Player.

AGREED TO IN THE PRESENCE OF:

WITNESS

WITNESS

WITNESS

WITNESS

HOCKEY CLUB

PLAYER

PARENT

PARENT

**LITIGATION PLAN
CHL CLASS ACTION
AS AT FEBRUARY 18, 2015**

This is Exhibit M/1 referred to in the
affidavit of Samuel Berg
sworn before me, this 18th
day of February, 20 15
A. [Signature]
A commissioner for taking affidavits

DEFINITIONS

1. The following defined terms apply:
 - (a) **"Action"** means this proposed class proceeding, court file CV-14-514423, commenced in the **Court**;
 - (b) **"Administrator"** means a person appointed by the **Court** to carry out the functions described in the **Plan**;
 - (c) **"Administrator's Eligibility Decision"** means the **Administrator's** written decision on eligibility;
 - (d) **"Applicable Employment Standards Legislation"** means the legislation governing wages including: the *Employment Standards Act, 2000*, S.O., 2000, c. 41, *Employment Standards Code*, R.S.A. 2000, c. E-9; the *Employment Standards Act*, R.S.B.C. 1996, c. 113; *The Employment Standards Code*, C.C.S.M. c.E110; *Employment Standards Act*, S.N.B. 1982, c.E-7.2; *Labour Standards Code*, R.S.N.A. 1989, c. 246; *Employment Standards Act*, R.S.P.E.I. 1988, c. E-6.2; *An Act Respecting Labour Standards*, C.Q.L.R. c. N-1.1; *The Saskatchewan Employment Act*, S.S. 2014, c. S-15.1; Or. Rev. Stat. tit. 51 §653; Mich. Stat. §408, Pa. *Minimum Wage Act of 1968* Pub. L. No. 11, No. 5, as amended; Wash. Rev. C. tit. 49, §49.46, as amended; Me. Rev. Stat. tit. 26, §664, as amended; and their respective regulations.
 - (e) **"Chief Referee"** means a person appointed by the **Court** to carry out the functions described in the **Plan**;
 - (f) **"Claim Form"** means a claim form, in the form to be approved by the Court, to be completed by the **Class Members** and submitted to the **Administrator** in order for the **Class Members** to participate in the procedure described herein;
 - (g) **"Claims Deadline"** means the date by which each **Class Member** must file a **Claim Form**;
 - (h) **"Class Counsel"** means the law firm of Charney Lawyers;
 - (i) **"Class"** and **"Class Members"** means, collectively:

- i. all players who are members of a team owned and/or operated by one or more of the defendants located in the Provinces of British Columbia, New Brunswick, and Nova Scotia (a "team") or at some point commencing October 17, 2012 and thereafter, were members of a team and all players who were members of a team who were under the age of 19 on October 17, 2012 (the "BC/NB/NS Class");
 - ii. all players who are members of a team owned and/or operated by one or more of the defendants located in the Provinces of Ontario, Alberta, Manitoba, Prince Edward Island (a "team") or at some point commencing October 17, 2012 and thereafter, were members of a team and all players who were members of a team who were under the age of 18 on October 17, 2012 (the "Ontario/Alberta/Manitoba/PEI/Saskatchewan Class");
 - iii. all players who are members of team owned and/or operated by one or more of the defendants located in the State of Pennsylvania, USA (a "team"), or at some point commencing October 17, 2010 and thereafter, were members of a team and all players who were members of a team who were under the age of 18 on October 17, 2010 (the "Pennsylvania Class");
 - iv. all players who are members of a team owned and/or operated by one or more of the defendants located in the Province of Quebec (a "team"), or at some point commencing October 17, 2011 and thereafter, were members of a team and all players who were members of a team who were under the age of 16 on October 17, 2011 (the "Quebec Class"); and
 - v. all players who are members of a team owned and/or operated by one or more of the defendants located in the States of Maine, Michigan, Oregon, and Washington, USA, (a "team"), or at some point commencing October 17, 2008 and thereafter, were members of a team and all players who were members of a team who were under the age of 18 on October 17, 2008 (the "US Class");
- (j) **“Court”** means the Ontario Superior Court of Justice;
- (k) **“CPA”** means *Class Proceedings Act, 1992*, S.O. 1992, c. 6, as amended;

- (l) **“Notice”** means the notice to the **Class** of the certification of the **Action** as a class proceeding;
- (m) **“Notice Program”** means the method of distributing the **Notice** described in paragraph 23;
- (n) **“Plan”** means this litigation plan;
- (o) **“Referee”** or **“Referees”** means a person or persons appointed by the Court to carry out the functions described in the **Plan**;
- (p) **“Resolution Notice”** means the notice of resolution of the common issues;
- (q) **“Statement of Opposition”** means a defendant’s concise statement of material facts responding to a **Claim Form**; and
- (r) **“Website”** means the website developed and maintained by **Class Counsel** at www.chlclassaction.com.

OVERVIEW

2. This Plan contemplates a determination of eligibility and an assessment of damages for each Class Member after the determination of the common issues.

CLASS COUNSEL

3. Class Counsel is comprised of the law firm of Charney Lawyers. Class Counsel has the requisite knowledge, skill, experience, personnel and financial resources to prosecute this class action to conclusion.

4. Class Counsel intends to add other lawyers and other professionals to their complement if they consider it necessary. These other professionals may be paid on a contingency basis and Class Counsel intends to seek Court approval to have their usual fees increased by the multiplier, if any, which will be applied to Class Counsel’s base fees.

5. Class Counsel anticipates that prosecuting this action will require:
 - (a) reading, organizing, profiling, scanning, managing and analyzing thousands of documents; and
 - (b) expert evidence with respect the applicability of US law.

CLASS DEFINITION

6. The plaintiff seeks to represent a Class defined as follows:
 - i. all players who are members of a team owned and/or operated by one or more of the defendants located in the Provinces of British Columbia, New Brunswick, and Nova Scotia (a "team") or at some point commencing October 17, 2012 and thereafter, were members of a team and all players who were members of a team who were under the age of 19 on October 17, 2012 (the "BC/NB/NS Class");
 - ii. all players who are members of a team owned and/or operated by one or more of the defendants located in the Provinces of Ontario, Alberta, Manitoba, Prince Edward Island (a "team") or at some point commencing October 17, 2012 and thereafter, were members of a team and all players who were members of a team who were under the age of 18 on October 17, 2012 (the "Ontario/Alberta/Manitoba/PEI/Saskatchewan Class");
 - iii. all players who are members of team owned and/or operated by one or more of the defendants located in the State of Pennsylvania, USA (a "team"), or at some point commencing October 17, 2010 and thereafter, were members of a team and all players who were members of a team who were under the age of 18 on October 17, 2010 (the "Pennsylvania Class");
 - iv. all players who are members of a team owned and/or operated by one or more of the defendants located in the Province of Quebec (a "team"), or at some point commencing October 17, 2011 and thereafter, were members of a team and all players who were members of a team who were under the age of 16 on October 17, 2011 (the "Quebec Class"); and
 - v. all players who are members of a team owned and/or operated by one or more of the defendants located in the States of Maine, Michigan,

Oregon, and Washington, USA, (a "team"), or at some point commencing October 17, 2008 and thereafter, were members of a team and all players who were members of a team who were under the age of 18 on October 17, 2008 (the "US Class");

REPORTING TO AND COMMUNICATING WITH THE CLASS MEMBERS

7. Class Counsel has a database of people who were players for teams in the OHL, QMJHL, and the WHL. The rosters of all teams in the OHL, QMJHL, and the WHL for the past several seasons are located on the websites of the respective leagues. Each player's name, date of birth and hockey statistics for each game they played in the leagues are also found on the leagues' websites.

8. Class Counsel created the Website which contains information about the status of the action and explains how a class action operates. Copies of some of the publicly filed Court documents, Court decisions and notices and other information relating to the action will be posted on or will be accessible from the Website. This will allow Class Counsel to keep the Class Members, wherever resident, informed of the status of the action.

9. Class Counsel created a questionnaire which permits Class Members to register with and provide Class Counsel with information about the damages of the Class. It also collects information about the Class Members' history in playing in the CHL affiliated leagues.

10. The Website also lists the direct-dial telephone number of some of the lawyers who are prosecuting this action.

11. From time to time, Class Counsel will send email updates reporting on the status of the Action directly to members of the Class who provide email addresses. They will also post these updates on the Website.

LITIGATION SCHEDULE

12. Justice Perell has been appointed as the case management judge to oversee the conduct of this Action.

13. Following certification, Class Counsel will ask Justice Perell to set a litigation schedule for:

- (a) a summary judgment motion brought on behalf of the Class
- (b) any other preliminary motions to be brought by any of the parties;
- (c) the examinations for discovery, including the location and length of the examinations;
- (d) the delivery of experts' reports; and
- (e) the trial of the common issues which will include the representative plaintiff' individual claim for damages.

14. Class Counsel and counsel for the defendants will likely request that the litigation schedule be amended from time to time, as required.

ACCESS TO AND PRESERVATION OF EVIDENCE

15. The defendants have been or will be asked to preserve and protect all relevant information and business documents whether in electronic or paper form including all

documents relating to the Class Members' game and training schedules, the team rosters, and corporate structure of the CHL and the affiliated leagues and teams in those leagues.

PRODUCTION FROM NON-PARTIES

16. If necessary, the plaintiff may pursue motions with respect to the production of documents in the possession and control or power of persons who are not parties to this action.

DOCUMENT EXCHANGE AND MANAGEMENT

17. The defendants possess most, if not all of the documents relating to the common issues such as the documents relating to the decision making process by the defendants in how they categorize the players. Many of these documents will be produced to Class Counsel through the defendants' affidavit of documents. Additional documents will be produced to Class Counsel through normal production, cross-examination and examination for discovery processes. The plaintiff has produced and will continue to produce all documents in his possession.

18. Class Counsel anticipates and is able to handle the intake and organization of the large number of documents that will likely be produced by the defendants. Class Counsel will use data management systems to organize, code and manage the documents.

19. If required, the documents may be maintained on a secure, password-protected internet website for the purposes of access by members of Class Counsel via the world wide web.

20. The same data management systems will be used to organize and manage all relevant documents in the possession of the plaintiff.

PLAINTIFF'S EXPERTS

21. The plaintiff may retain other experts as necessary as the Action proceeds.

MEDIATION

22. The plaintiff will participate in mediation or non-binding alternative dispute resolution efforts if the defendants are prepared to do so.

THE FOLLOWING TERMS OF THIS PLAN PRESUPPOSE THAT THE COURT CERTIFIES THE ACTION AS A CLASS PROCEEDING

23. As part of the certification order the Court will be asked to:
- (a) set an opt-out date that is sixty (60) days after the date of the order certifying the Action as a class proceeding, subject to further direction of the court or written agreement of the parties;
 - (b) settle the form and content of the Notice in the form agreed upon by the parties;
 - (c) require the defendants to identify the size of the Class, the names and last known residential home addresses for all of the Class Members;
 - (d) settle the particulars of the Notice Programs as follows:
 - (i) by Class Counsel posting the Notice on the Website and by emailing the Notice to any person who registered with Class Counsel and provided a valid e-mail address;
 - (ii) by Class Counsel sending the Notice to each Class Member whose last known address Class Counsel has;

- (iii) by Class Counsel publishing the Notice in one Canadian national English language newspaper, one Canadian national French language newspaper, and one American national English language newspaper;
- (e) approve the following opt-out procedure:
 - i. a person may opt out of the class proceeding by sending a written election to opt-out to a person designated by the Court before a date to be fixed by the Court;
 - ii. no person may opt out after the expiration of the opt-out period unless there is a reasonable explanation for missing the opt-out period which is acceptable to all counsel, or alternatively which is approved by the court; and
 - iii. Class Counsel will receive the written elections to opt out of the class action and, within thirty (30) days after the expiration of the opt-out period, will deliver to the Court and the counsel for the parties an affidavit listing the names and addresses of all persons who have opted out of this class action;
- (f) order that the defendants are restrained from having any communications with the Class Members regarding the within action during the notice period; and
- (g) specify that the personal information, including the names, dates of birth, the team for whom they played, phone numbers and last known residential addresses, of the Class Members who opt-out of this proposed class proceeding be kept confidential.

EXAMINATIONS FOR DISCOVERY

24. Class Counsel intend to examine for discovery at least one representative of each defendant and estimate that, subject to undertakings and refusals, these examinations may take up to 20 days. Counsel for the defendants may examine the representative Plaintiff.

25. The plaintiff may ask the Court for an order allowing them to examine multiple representatives of the corporate defendants, if necessary.

CLARIFICATION OF COMMON ISSUES

26. From time to time, the plaintiff may ask the Court for an order to amend, clarify and/or redefine the common issues.

27. The plaintiff will ask the Court to set a date for the trial of the common issues within six months after the completion of examinations for discovery, including the delivery of answers to the undertakings and the resolution of any refusals motions.

28. The findings of fact and conclusions on the common issues and the individual claims of the representative plaintiff will permit the judge at the common issues trial to give directions, pursuant to s. 25(3) of the *CPA* to deal with any remaining individual issues.

AFTER THE RESOLUTION OF THE COMMON ISSUES

29. Assuming that the common issues are resolved by judgment in favour of the Class, it will be necessary for the Court to establish and supervise a claims and assessment procedure. The precise structure of the assessment process will depend upon the conclusions reached by the judge at the common issues trial. The defendant(s) who, as a result of the common issues trial may be required to pay monies to some or all of the Class Members may participate in the process described in the following paragraphs.

30. The plaintiff will ask the Court to:

- (a) determine the aggregate damages owing to Class Members for their statutory entitlement to damages pursuant to the Applicable Employment

Standards Legislation based on an assumption of 40 hours worked per week;

- (b) determine the amount of damages owing to the representative plaintiff;
- (c) settle the form and content of the Resolution Notice and the Claim Form, including the Damages Grid referred to below;
- (d) set guidelines to clarify how a Class Member qualifies to be compensated
- (e) establish and approve a Damages Grid. The Damages Grid will determine the hourly minimum wage applicable under the Applicable Employment Standards Legislation in the jurisdiction in which each team is domiciled and a formula for overtime pay, statutory holiday pay, and vacation pay. The Damages Grid is to be applied by the Administrator.
- (f) order that the Resolution Notice be disseminated substantially in accordance with the Notice Program set out at paragraph 23(d), except that the Notice of Resolution shall not be mailed to any person who validly opted out in accordance with the procedure set by the certification order;
- (g) set a Claims Deadline by which date Class Members will be required to file their Claim Form;
- (h) appoint an Administrator to hold any monies recovered at the common issues trial and to implement this Plan by, among other things, receiving and evaluating Claim Forms in accordance with protocols approved by the Court, including deciding how much compensation each individual Class Member will receive under the Damages Grid;
- (i) appoint a Referee to decide any issues not decided at the common issues trial including quantum of damages for those employees who do not elect, or who are not bound, to participate in the Damages Grid assessment. Depending on the number of Class Members, the Court may decide to appoint more than one Referee. In that event, the Court may decide to designate one Referee as the Chief Referee to oversee the dispute resolution process to ensure uniformity in the process; and
- (j) appoint a Class Counsel Representative to represent the interests of the Class in dealing with issues of general application relating to the damages assessment process.

THE CLAIMS PROCESS AND THE ADMINISTRATOR'S ROLE

31. The Claim Form will be equivalent to a statement of claim and affidavit of documents. The Claim Form will be completed in accordance with the Damages Grid.
32. The Damages Grid will set out the amount of compensation for back wages, holiday pay, vacation pay and overtime pay per Class Member.
33. For those with claims exceeding \$10,000, the Claim Form will be reviewed by the Administrator for eligibility only. Once determined that the Class Member has a potential claim exceeding \$10,000, the Claim Form will be provided directly to a Referee. If the claim is actually less than \$10,000, the Administrator will assess it under the Damages Grid with no right of appeal.
34. Before the Claims Deadline, each claimant must deliver to the Administrator a completed Claim Form with the relevant documents in their possession. Class Members will be encouraged to deliver their Claim Forms and relevant documents electronically.
35. The Administrator will be directed to assist the Class Members in filling out the Claim Form, if they require such assistance.
36. In and with the Claim Form, the claimant will, among other things:
 - (a) assert the basis of his or her eligibility as a Class Member, namely, that the Claimant was a player on a team playing in a CHL affiliated league within

- the applicable limitation period;
- (b) address any issues that are not determined at the common issues trial;
- (c) deliver all relevant documents in his or her possession and under his or her control;
- (d) provide details of all out-of-pocket expenses actually incurred; and
- (e) specify how much compensation the Class Member asserts s/he is entitled to receive, based upon the category they fall into in the Damages Grid, if applicable.

37. Electronically, the Administrator will make a copy of each of the Claim Forms and accompanying materials available to each of the defendants who, as a result of the findings at the common issues trial, have an interest in this process.

38. These defendant(s) shall have 30 days after receipt of the Claim Form and accompanying material to file electronically with the Administrator a written Statement of Opposition (which cannot exceed one page of written submissions) and all relevant documents in their possession or under their control. The Statement of Opposition shall be treated as if it is a statement of defence and affidavit of documents, and shall address both eligibility and damages issues. Electronically, the Administrator will make available to the claimant, a copy of the Statement of Opposition and any documents delivered by the defendant(s). The claimant, within 10 days of receipt of the Statement of Opposition, may electronically deliver a written Reply to the Administrator who will, electronically, make it available to the defendant(s).

39. Electronically, the Administrator will receive the Claim Form, Statement of Opposition, Reply and all documents unless, in the exercise of its discretion, the

Administrator decides to receive documents from a particular Class Member in paper form, because, for example, a Class Member does not have access to a computer with internet capability.

40. Class Counsel will transfer the Website (without privileged material) to the control of the Administrator. Thereafter, the Administrator will operate the Website. A section of the Website will remain public and will be accessible to all Class Members and the general public.

41. The Administrator will establish a secure section of the Website which will require user ID and a password to gain access.

42. Each Class Member will select a user ID and password which will be disclosed only to the Administrator. This will allow each Class Member access to the secure section of a database on the Website which is relevant only to their claim. In this secure section, the Class Member may complete the Claim Form, the Reply, and/or upload documents which have not already been produced to Class Counsel. Or the Administrator may upload the documents that may be transmitted electronically from the Class Member to it.

43. Each defendant will select a user ID and password which will be disclosed only to the Administrator. This will allow each defendant access to the secure section of the database which is relevant only to the claim of a specific Class Member. In this secure

section, the defendant(s) may review the Claim Form and documents, complete and deliver their Statement of Opposition, review any Reply and upload their documents.

44. In this secure section, the Administrator and the Referee may communicate with the Class Member and the defendant(s) and post any written decisions.

45. The Administrator will be directed to apply the amounts set out in the Damages Grid to determine how much a Class Member will receive. The Damages Grid is compulsory, so the Administrator cannot depart from the amounts set out therein.

THE ADMINISTRATOR'S ELIGIBILITY DECISION

46. On the basis of the documents delivered to it, the Administrator shall decide whether or not a claimant is a Class Member who is entitled to claim under this Plan. The Administrator's Eligibility Decision shall be in writing and the Administrator shall, electronically, deliver this decision to the claimants and the defendant(s) by uploading it to the relevant secure section of the Website.

47. Within 15 days of receipt of the Administrator's Eligibility Decision, the claimant or the defendant(s) may in writing deliver to the Administrator a demand that the Referee review the Administrator's Eligibility Decision, failing which the Administrator's Eligibility Decision is final.

REVIEW OF ADMINISTRATOR'S ELIGIBILITY DECISION BY THE REFEREE

48. The Court will designate a single Referee to deal with all eligibility issues. The eligibility review will be dealt with only on the basis of the written record, without oral evidence, unless the Referee orders otherwise.

49. The review of the Administrator's Eligibility Decision shall proceed in such manner as the Referee directs and the Referee shall have the power to award costs of the review to the successful party.

50. The Referee's decision on eligibility is a report which will be confirmed on the expiration of 15 days after a copy is uploaded to the relevant secure section of the Website, or mailed or faxed to the claimant and the defendant(s) unless a notice of motion to oppose confirmation is served within that time as required by rule 54.09(1)(b).

51. For greater certainty, the eligibility decisions described in paragraphs 46 to 51 will determine only whether or not a claimant is a Class Member.

CLASS COUNSELS' ONGOING REPRESENTATION OF THE CLASS MEMBERS

52. Class Counsel may decide to continue to act as the lawyer for a particular Class Member after the common issues trial if requested to do so by the Class Member. The Class Member will be required to pay fees, disbursements and taxes for these services which are not included as part of Class Counsel's contingency fee agreement. If a Class

Member retains other lawyers or a representative, the Class Member must pay the fees, disbursements and taxes for their services on whatever basis they privately agree.

THE ASSESSMENT OF AGGREGATE DAMAGES

53. At the trial of the common issues, or summary judgment, the Plaintiff will ask the Court to award some amount of damages in the aggregate. If such an aggregate award is made, the Class Members will have the right to claim their portion of the aggregate damages in the Claim Form. The aggregate damages sought will be the minimum damages owed pursuant to the Applicable Employment Standards Legislation assuming a work week of 40 hours/week starting three weeks before the commencement of the regular season., or according to the defendants' records of hours worked.

THE PROCEDURE FOR RESOLUTION OF THE INDIVIDUAL ISSUES

54. After determining the common issues, the trial judge may be asked to give directions as to the procedure for the determination of the individual issues which may include holding separate mini trials for each Class Member or may include having a referee appointed to deal with some of the claims. The type of hearing will depend upon the nature and complexity of the claim and the amount of damages claimed by the Class Member.

55. The Court may be asked to authorize a hearing or hearings before the Referee(s) to allow the Class Members and the defendant(s) to adduce general and expert evidence which may be applicable to some or all individual claims.

56. A claimant may appear at the individual stage of the proceedings in person or with counsel or such other representative as he or she may designate in writing. A claimant will be responsible for the cost of such representation. A defendant may appear by counsel or in person.

57. The Court will be asked to approve protocols for the reference process that:

- (a) establish the procedures to be followed;
- (b) direct that there be no examinations for discovery;
- (c) direct that the Referee may depart from the Damages Grid in appropriate circumstances;
- (d) limit examinations for discovery of each Class Member to a maximum of two hours and two hours for each defendant if the claim of the Class Member(s) is more than \$10,000 but no more than \$50,000 exclusive of prejudgment interest;
- (e) direct that the time limits for examinations for discovery may only be exceeded by agreement of the parties or by order of the Referee;
- (f) provide that a Referee should have the power to award prejudgment interest and costs of each hearing;
- (g) provide that a Referee should have the power to make any order necessary for a fair determination of each hearing; and
- (h) permit the Referee to hear evidence that is generic in nature in an efficient manner to eliminate the need for duplication.

58. Following every hearing, the Referee shall prepare a written report setting out his/her reasons for decision. The Referee will deliver this decision to the Class Member, the defendant(s) and the Administrator by uploading it to the relevant section of the Website, and/or by mailing it and/or by faxing it to the Class Member and filing it with the Court. The Referee's report shall be confirmed upon the expiration of 15 days after it

is filed with the Court unless the defendant(s) or the Class Member serves a notice of motion to oppose confirmation of the report within that 15 day period as required by rule 54.09(1)(b).

THE DISTRIBUTION PROCESS

62. If an aggregate award is made at the common issues trial, it shall be paid to the Administrator who shall hold the monies in a segregated trust account as the Court directs. The Administrator will not make any distribution to eligible Class Members until authorized by the Court, but Class Counsel may recover a fee if so ordered.

63. The defendant(s) should be ordered to pay to the Administrator the amount of each assessment immediately after each report becomes final. The Administrator shall hold this money in the segregated trust account and invest it as the Court directs. The Court will decide when the Administrator may make payments to Class Members.

64. As soon as practicable after all of the Referee's hearings are completed, the Administrator shall by motion, on notice to the Class Members, Class Counsel Representative and the defendant(s), report to the Court the proposed distribution for each Class Member including his or her prorated share of any punitive damages award and/or prejudgment interest award.

65. Each eligible Class Member shall sign such documents as the Administrator may require in accordance with a protocol approved by the Court as a condition precedent to receiving any distribution.

66. The Administrator will not make any distribution to eligible Class Members until authorized by the Court.

INSUFFICIENT RECOVERED MONIES

67. In the event that the defendant(s) do not pay all of the assessed damages in full, the Court will be asked to give further directions to determine whether there should be any priorities of payment among eligible Class Members.

CLASS COUNSEL FEES AND ADMINISTRATION EXPENSES

68. At the conclusion of the common issues trial, the Court will be asked to fix the amount of Class Counsel fees, disbursements and applicable taxes (“Class Counsel Fees”). Class Counsel will ask the Court to direct the Administrator or the defendants to pay the Class Counsel Fees out of any monies recovered. Class Counsel Fees are a first charge on every recovery.

69. The Court will be asked to fix the costs of the persons appointed to implement and oversee the Plan such as the Administrator, the Referee(s) and Class Counsel Representative and order the defendant(s) to pay these costs.

FINAL REPORT

70. After the Administrator makes the final distribution to Class Members, the Administrator shall make its final report to the Court in such manner as the Court directs and the Court will be asked to then make an order discharging the Administrator.

REVIEW OF THE LITIGATION PLAN

71. The Court may revise this Plan before the determination of the certification motion and/or before and/or after the determination of the common issues at the common issues trial or otherwise. The parties reserve the right to seek an amendment of any of the terms of the Plan.

MOTIONS FOR DIRECTIONS

72. The Administrator, Class Counsel, and the defendants may apply to the Court for directions.

SAMUEL BERG

-and- CANADIAN HOCKEY LEAGUE et al.

Plaintiff

Defendants

Court File No.: CV-14-514423

ONTARIO

SUPERIOR COURT OF JUSTICE

Proceedings commenced in TORONTO

AFFIDAVIT OF SAMUEL BERG

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LAWYERS FOR THE PLAINTIFF

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, WESTERN HOCKEY LEAGUE, QUEBEC MAJOR JUNIOR HOCKEY LEAGUE INC., 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., BRAMPTON 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., McCRIMMON HOLDINGS, LTD. AND 32155 MANITOBA LTD., A PARTNERSHIP c.o.b. as BRANDON WHEAT KINGS., 1056648 ONTARIO INC., REXALL SPORTS CORP., EHT, INC., KAMLOOPS BLAZERS HOCKEY CLUB, INC., KELOWNA ROCKETS HOCKEY ENTERPRISES LTD., HURRICANES HOCKEY LIMITED PARTNERSHIP, PRINCE ALBERT RAIDERS HOCKEY CLUB INC., BRODSKY WEST HOLDINGS LTD., REBELS SPORTS LTD., QUEEN CITY SPORTS & ENTERTAINMENT GROUP LTD., SASKATOON BLADES HOCKEY CLUB LTD., VANCOUVER JUNIOR HOCKEY LIMITED PARTNERSHIP, 8487693 CANADA INC., CLUB DE HOCKEY JUNIOR MAJEUR DE BAIE-COMEAU INC., CLUB DE HOCKEY DRUMMOND INC., CAPE BRETON MAJOR JUNIOR HOCKEY CLUB LIMITED, LES OLYMPIQUES DE GATINEAU INC., HALIFAX MOOSEHEADS HOCKEY CLUB INC., CLUB HOCKEY LES REMPARTS DE QUEBEC INC., LE CLUB DE HOCKEY JUNIOR ARMADA INC., MONCTON WILDCATS HOCKEY CLUB LIMITED, LE CLUB DE HOCKEY L'OCEANIC DE RIMOUSKI INC., LES HUSKIES DE ROUYN-NORANDA INC., 8515182 CANADA INC. c.o.b. as CHARLOTTETOWN ISLANDERS, LES TIGRES DE VICTORIAVILLE (1991) INC., SAINT JOHN MAJOR JUNIOR HOCKEY CLUB LIMITED, CLUB DE HOCKEY SHAWINIGAN INC., and CLUB DE HOCKEY JUNIOR MAJEUR VAL D'OR INC.

Defendants

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

AFFIDAVIT OF ANDREW J. ECKART
 (SWORN FEBRUARY 20, 2015)

I, Andrew J. Eckart, of the City of Windsor, in the County of Essex, Province of Ontario, make oath and say:

1. I am a lawyer with the law firm Charney Lawyers, lawyers for the plaintiffs, and as such I have knowledge of the matters to which I hereinafter depose. Where I do not have firsthand knowledge of the matters, I have specified the source of the information, and I hereby state that I verily believe such information to be true.

THE DEFENDANTS

The CHL

2. The Canadian Hockey League (the "CHL") is a federal corporation incorporated in Canada under the *Canada Not-for-profit Corporations Act*, SC 2009, c 23. The directors of the CHL are David Branch, Sherry Bassin, Ronald Robison, Bruce Hamilton, Louie Brousseau, and Gilles Courteau. The CHL's registered office address is 305 Milner Avenue, Suite 201, Toronto ON, M1B 3V4. Attached hereto as **Exhibit "A"** is the Federal Corporation Information from Industry Canada.
3. The CHL is an umbrella organization which administers three hockey leagues with teams in Canada and the United States. The leagues are known as the Ontario Hockey League ("OHL"), the Western Hockey League ("WHL"), and the Quebec Major Junior Hockey League ("QMJHL").
4. The CHL describes itself as follows on its website:

The Canadian Hockey League is the world's largest development hockey league with 52 Canadian and eight American teams participating in the Ontario Hockey League, Quebec Major Junior Hockey League and Western Hockey League.

The CHL's staff are also listed on the CHL's website. David Branch is its president, and Gilles Courteau and Ron Robison are the CHL's Vice-Presidents. The address of the CHL's head office on the website is identical to that in the Federal Corporation

Information form from Industry Canada. Attached as **Exhibit "B"** are excerpts from the CHL's website.

The OHL

5. The defendant Ontario Major Junior Hockey League ("OMJHL") is a corporation incorporated in the province of Ontario in January 30, 1980. Amongst its officers is David Branch. The OMJHL's head office is 305 Milner Avenue, Suite 200, Toronto ON, M1B 3V4. Attached hereto as **Exhibit "C"** is a corporate profile report for the OMJHL.

6. The OHL's website describes itself as follows:

The Ontario Hockey League is a proud member of the Canadian Hockey League which is the world's largest development hockey league with 60 teams in nine Canadian provinces and five American states. In addition to the OHL, the CHL is made up of the Quebec Major Junior Hockey League and the Western Hockey League.

The OHL's staff and the coaches and General Managers of the 20 teams in the OHL are also listed on the OHL's website. David Branch is the Commissioner of the OHL. The head office of the OHL is listed as 305 Milner Ave., Suite 200, Scarborough, ON M1B 3V4, the same address as for the OMJHL. Attached as **Exhibit "D"** are excerpts from the OHL's website. Based on the foregoing, that Mr. Branch is a director of the OMJHL and the commissioner of the OHL and the head offices for the OHL and OMHJL are identical, I verily believe that the OMJHL operates the OHL.

7. Attached as **Exhibit "E"** are pages 1-67 of 2013-2014 OHL Media Information Guide, which include the OHL staff directory, and the team directory for every team in the league for the 2013-2014 season. Dr. Robert Neville is listed as the Chairman of the Board.

8. Further to searches I conducted through the Canadian Trademarks Database and business entity lookups in the States of Michigan and Pennsylvania, I do verily believe that the owners of the OHL's 20 teams are the defendants 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., Brampton 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.

9. I was initially unaware of the corporate owners of the teams known as the Kitchener Rangers and the Sudbury Wolves. Our firm had named those owners as John Doe Corporation "A" operating as The Kitchener Rangers, and John Doe Corporation "B" operating as The Sudbury Wolves in the Ontario Superior Court action with Court File No. CV-14-51563700CP. By email of February 12, 2015, attached hereto as **Exhibit "F"** counsel for the defendants advised our office as to their legal names.
10. We have replaced the John Doe defendants with the legal names of those defendants in the Draft Consolidated Fresh Statement of Claim attached hereto as **Exhibit "G"**.

The WHL

11. The defendant Western Hockey League is a federal corporation incorporated in Canada under the *Canada Not-for-profit Corporations Act*, SC 2009, c 23. The Western Hockey League's registered office is located at 2424 University Dr. NW, Calgary, AB T2N 3Y9. Attached hereto as **Exhibit "H"** is the Federal Corporation Information from Industry Canada. The Western Hockey League owns and operates the WHL.
12. The WHL's website describes itself as follows:

The Western Hockey League started with just seven teams based in the provinces of Saskatchewan and Alberta in 1966. The WHL now has representation in all four Western Canadian provinces and the U.S. states of Oregon and Washington. With the addition of the Edmonton Oil Kings for the 2007-08 season, the WHL now consists of 22 member Clubs with 17 based in Canadian markets and 5 in the U.S. Pacific Northwest.

The WHL is a member of the Canadian Hockey League (CHL) whose membership is comprised of three major junior hockey leagues: Ontario Hockey League (OHL), Quebec Major Junior Hockey League (QMJHL) and the Western Hockey League (WHL). At the conclusion of each League's playoffs, the CHL hosts the Mastercard Memorial Cup. A National Championship tournament involving each of the League's Champion and the tournament host.

The Western Hockey League's Head Office is located in Calgary, Alberta and is responsible to administer all functions related to League operations. Under the direction of the WHL Commissioner, the WHL Head Office functions include: game supervision, scheduling, League meetings, player drafts, agreements and scholarships, player transactions, finance, marketing, media relations, communications and statistics/results.

The WHL's staff is also listed on the WHL's website. Ron Robison is the Commissioner of the WHL. The address of the CHL's head office on the website is identical to that in the Federal Corporation Information form from Industry Canada. Attached as **Exhibit "I"** are excerpts from the WHL's website.

13. I have reviewed the web pages for each team currently playing in the WHL. The web pages listing the staff of each team are attached as **Exhibit "J"**. Each of the directors listed in the Federal Corporation Information for the Western Hockey League at Exhibit "H" are also each listed as the teams' governors, owners, or presidents. I verily believe that the directors of the defendant Western Hockey League comprise of the appointed governors or executives for each of the teams participating in the WHL.
14. A news article from the Kelowna Capital News entitled "Bruce Hamilton back at helm of WHL board" was posted on its website on June 12, 2014, and is attached hereto as **Exhibit "K"**. That article announces that Mr. Hamilton, the GM and president of the Kelowna Rockets WHL team was returning as chairman of the WHL's board of governors.
15. Further to searches I conducted through the Canadian Trademarks Database and corporate searches in the States of Washington and Oregon, I do verily believe that

the corporate owners of the WHL's 22 teams are the defendants McCrimmon Holdings, Ltd., 32155 Manitoba Ltd., a Partnership c.o.b. as Brandon Wheat Kings., 1056648 Ontario Inc., Rexall Sports Corp., EHT, Inc., Kamloops Blazers Hockey Club, Inc., Kelowna Rockets Hockey Enterprises Ltd., Hurricanes Hockey Limited Partnership, Prince Albert Raiders Hockey Club Inc., Brodsky West Holdings Ltd., Rebels Sports Ltd., Queen City Sports & Entertainment Group Ltd., Saskatoon Blades Hockey Club Ltd., Vancouver Junior Hockey Limited Partnership, West Coast Hockey Enterprises Ltd., Swift Current Tier 1 Franchise Inc., Medicine Hat Tigers Hockey Club Ltd., Portland Winter Hawks, Inc., Brett Sports & Entertainment, Inc., Thunderbird Hockey Enterprises, LLC, Top Shelf Entertainment, Inc..

16. I was initially unaware of the corporate owners of the teams known as the Kootenay Ice and the Moose Jaw Warriors. We had named those owners as John Doe Corporation "C" operating as The Kootenay Ice, and John Doe Corporation "D" operating as The Moose Jaw Warriors in the Ontario Superior Court action with Court File No. CV-14-51563700CP, however, have now been advised by counsel for the defendants of the legal names of those entities. We have replaced the John Doe defendants with the legal names of those defendants in the Draft Consolidated Fresh Statement of Claim.

The QMJHL

17. The defendant the Quebec Major Junior Hockey League Inc. is a corporation incorporated pursuant to the laws of Quebec. Its president is listed as Louis Brousseau, who is also a director of the defendant CHL. The Quebec Major Junior Hockey League Inc.'s registered office is located at 101-1205 rue Ampere, Boucherville, QC, J4B 7M6. Attached hereto as **Exhibit "L"** is the Quebec corporate profile report. The Quebec Major Junior Hockey League Inc. owns and operates the QMJHL.
18. The QMJHL's website describes itself as follows:

The Quebec Major Junior Hockey League's mission is to develop players for professional hockey while supporting them throughout their academic endeavors in order to mold them into responsible and educated citizens. It must offer high entertainment value in order to ensure the continued success of its activities.

The QMJHL's staff and governors are also listed on the QMJHL's website. Gilles Courteau is the Commissioner and Louis Brousseau is the president of the Board of Governors of the QMJHL. All of the executives of the defendant Quebec Major Junior Hockey League Inc. are also governors in the QMJHL. Attached as **Exhibit "M"** are excerpts from the QMJHL's website.

19. Further to searches I conducted through the Canadian Trademarks Database and corporate searches in the province of Quebec, I do verily believe that the corporate owners of the QMJHL's 18 teams are the defendants 8487693 Canada Inc., Club de Hockey Junior Majeur de Baie-Comeau Inc., Club de Hockey Drummond Inc., Cape Breton Major Junior Hockey Club Limited, Les Olympiques de Gatineau Inc., Halifax Mooseheads Hockey Club Inc., Club Hockey Les Remparts de Quebec Inc., Le Club de Hockey Junior Armada Inc., Moncton Wildcats Hockey Club Limited, Le Club de Hockey l'Oceanic de Rimouski Inc., Les Huskies de Rouyn-Noranda Inc., 8515182 Canada Inc. c.o.b. as Charlottetown Islanders, Les Tigres de Victoriaville (1991) Inc., Saint John Major Junior Hockey Club Limited, Club de Hockey Shawinigan Inc., Club de Hockey Junior Majeur Val D'or Inc., 7759983 Canada Inc., and Lewiston Maineiacs Hockey Club, Inc.
20. I was initially unaware of the corporate owner of the team known as Les Saqueuens Chicoutimi. We had named the owner as John Doe Corporation "E" operating as Les Saqueuens Chicoutimi in the Ontario Superior Court action with Court File No. CV-14-51563700CP, however, have now been advised by counsel for the defendants of the legal names of those entities. We have replaced the John Doe defendants with the legal names of those defendants in the Draft Consolidated Fresh Statement of Claim.

The Defendant Leagues' Common Directors

21. The foregoing evidence reveals that the registered directors of the defendant CHL consist of the commissioners, presidents or chairmen of the board of governors, and long-time owners of teams in each of the OHL, WHL, and the QMJHL. Specifically, David Branch is the commissioner of the OHL, the President of the CHL, and director of the CHL; Ron Robison is the commissioner of the WHL, vice-president of the CHL, and director of the CHL; Gilles Courteau is the commissioner of the QMJHL, vice-president of the CHL, and a director of the CHL; Louis Brasseur is the president of the board of governors of the QMJHL and a director of the CHL; Bruce Hamilton is the chairman of the WHL's board of governors and a director of the CHL; and Sherwood (Sherry) Bassin is the GM of and managing partner of the Erie Otters team in Erie, Pennsylvania and a director of the CHL.

THE MCCRIMMON RULING AND CHANGES TO THE STANDARD PLAYER AGREEMENTS

22. On November 24, 2000, the Tax Court of Canada released its judgment in *McCrimmon Holdings Ltd. v. Canada (Minister of National Revenue - M.N.R.)*, [2000] T.C.J. No. 823 [*McCrimmon*]. A copy of the ruling is attached at **Exhibit "N"**.
23. In *McCrimmon*, the tax court dismissed an appeal by the defendant owner of the Wheat Kings hockey team playing in the WHL, from the decision of the Minister of National Revenue that found that the players playing on the Wheat Kings were employed under contracts of service with the Wheat Kings and were therefore engaged in insurable and pensionable employment.
24. The court specifically found at paragraph 23 that the team "is a commercial organization...carrying on business for profit. The players are employees who receive remuneration - defined as cash - pursuant to the appropriate regulations governing insurable earnings. It would require an amendment to subsection 5(2) of the

Employment Insurance Act in order to exclude players in the WHL - and other junior hockey players within the CHL - from the category of insurable employment".

25. Despite this ruling from over 14 years ago, the CHL, its leagues and the teams playing in those leagues have refused to categorize the players on the teams as employees. In *McCrimmon*, at para. 18, the standard player agreements and WHL rules and regulations referred to by the court described the weekly payment to the players as a "player's allowance", and "allowance fixed by the rules of the WHL". However, the contracts also referred to "loss of salary during suspension by the club or the league" [emphasis added].
26. By 2007, the description of the weekly fees paid to the players in the WHL continued to be described as "allowances". Attached as **Exhibit "O"** is a copy of the WHL Standard Player Agreement Execution Schedule effective September 1, 2007. There is no reference to the word "salary" under the document, however, clause 3 of the Execution Schedule states that the team would agree to pay an "allowance" "in consideration of the Player providing his services as a hockey player and otherwise to the Club, and in further consideration of the Player playing hockey exclusively for the Club during the Term of this Agreement".
27. Under clause 3(a) of the Execution Schedule, the player's fee was to increase each season, up to the 2011-2012 season, when the player would be considered a 20-Year-Old player. According to clause 3(a), the player would receive \$600/month at that age, which is the equivalent of \$150/week.
28. Similarly, the WHL Standard Player Agreement as executed by Lukas Walter and the Tri-City Americans on September 15, 2011, attached hereto as **Exhibit "P"**, contains identical terms.
29. In the other CHL leagues, the description of the weekly fees paid have been described differently at different times. The OHL Standard Player Agreement Forms used by

the teams in 2007 did not classify or describe the players' status vis-à-vis the teams. The contracts stated, under Clause 3, that the "Club shall pay to the Player the allowance and provide to the Player the benefits set out in Schedule "A" attached hereto and made part hereof." Attached as **Exhibit "Q"** is a redacted OHL Standard Player Form used by the OHL in the 2007-2008 season.

30. Under Schedule "A", the weekly sums paid to the player is described as an "allowance for the Player's exclusive services". Those sums increase to \$150/week in the 2010-2011 season, presumably when the player turned 20 years old.
31. By 2010, however, the OHL Standard Player Agreement Form was changed and subclause 1(b) was added to the contract. That clause reads as follows: "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." Attached as **Exhibit "R"** is an OHL Standard Player Form used by the OHL in the 2010-2011 season. The terms and conditions of this OHL Standard Player Form are identical to those in the contract signed by the plaintiff, Samuel Berg, in September 2013.
32. Further, the OHL contracts no longer referred to the weekly payments to the Players as "allowances". Under Clause 3, the team agrees to "pay to the Player the fees and provide to the player the benefits set out in Schedule A attached hereto and made part hereof."
33. Under clause 1 of Schedule "A" of the 2010-2011 OHL Standard Player Agreement the weekly sums to be paid to the player is described as "fees for the Player's services under the Agreement". Under subclause 1.3(g), a clause not in the 2007-2008 agreements, it states that:

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.

34. The Standard Player Agreements in the QMJHL were also subject to considerable change in the past few years. In 2008, a contract between a player and the Tigres du Victoriaville, a team in the QMJHL, described the weekly fees as a "salary". The redacted version of the contract is attached hereto as **Exhibit "S"** and states at clause 6 that "The Tigres commit to double [the Player's] weekly salary through his Major Junior stay except for his 20-year-old season." At clause 7, the contract also provided for bonuses based on performance.
35. In 2010, a contract between a player and the Halifax Mooseheads Hockey Club in the QMJHL described the weekly fee as a "salary". Specifically, the contract set out that: "[t]he Club will provide to the Player any salary/bonus according to the Club's existing policies during the time the Player is with the Club." A redacted version of the contract is attached here to as **Exhibit "T"**.

THE UNIONIZATION EFFORT AND CHANGES TO THE STANDARD PLAYER AGREEMENTS

36. In or about August 2012, a proposed labour union calling itself the Canadian Hockey League Players' Association (the "CHLPA") sought to organize and represent the players playing in the CHL leagues. A press release dated August 17, 2012, posted on the CHLPA's website www.chlpa.com announcing the formation of the CHLPA is attached hereto as **Exhibit "U"**.
37. Following news of the attempt of the CHLPA to unionize players in the CHL affiliated leagues, David Branch as the President of the CHL issued a press release responding to the formation of the CHLPA, suggesting that "any organization drive

would be required to be at an individual team level". Attached as **Exhibit "V"** is the statement from CHL President David Branch dated August 22, 2012.

38. Amongst some of the issues that the CHLPA hoped could be dealt with through unionization was the unfair wages or "stipends" being paid to the players. A Toronto Star article dated October 31, 2012, explained that a former defenceman in the QMJHL had "filed the first in what could become a string of union-supported claims for unpaid wages against the Canadian Hockey League teams" at the Nova Scotia Labour Standards Division. Attached as **Exhibit "W"** is a copy of the Toronto Star article entitled "Hockey player Joshua Desmond files suit against CHL for unpaid wages".
39. Around the time and following the unionization drive and Mr. Desmond's complaint regarding his wages in 2012, the defendants began to re-draft the player contracts to clarify the status of the players as "amateur" or "student-athletes".
40. For example, in September 2013, Luke signed a 20-Year-Old Player contract with the Saint John Sea Dogs of the QMJHL. That contract is attached hereto as **Exhibit "X"**. According to the agreement, Luke received a base weekly gross salary of \$476.66/week plus \$90/week for accommodation expenses.
41. The contract signed by Luke was the standard player agreement included in the document entitled "R-11 Rights and Obligations of Players" dated September 2013 and approved by the Board of Governors of the QMJHL. That document is attached as **Exhibit "Y"** (the "R11 Manual").
42. The R11 Manual distinguishes the status of 20 Year Old Players from Players ages 16-19. At Clause 1.2, the R11 Manual reads, "Players who belong to a club and who range in age from 16 years old to 19 years old are pursuing their academic careers while also benefitting from a framework which supports the development of their athletic potential as hockey players whose goal it is to pursue the practice of hockey at the professional level." At clause 4.3, the R11 Manual states that "the club will

cover or reimburse the following expenses...for expenses related to hockey practice and being away from home that is not otherwise reimbursed to the player, the club pays a fixed weekly allowance of \$60”.

43. Under clause 1.3, the R11 Manual acknowledges that “Players who are 20 years old and who are retained by a team are young adults who are called upon to exercise their leadership abilities and to act as mentors towards their teammates. They are considered to be salaried employees of the club and will be paid accordingly”. Clause 5.5 imposes a salary cap on the 20-year-old players such that they cannot receive earnings that exceed \$1,000 per week.
44. After the 2013-2014 season, however, the QMJHL changed the provisions of the 20-Year-Old Player contract. On May 30, 2014, the league announced that they were reducing the salary for those 20-year-old players from \$550/week to \$150/week which put them in line with the salaries received by 20-Year-Old players in the WHL and the OHL. Attached as **Exhibit “Z”** is a copy of news article from Yahoo Sports dated May 30, 2014 entitled “QMJHL drops overage salary to match OHL and WHL; predictably, potential overagers aren’t happy”.
45. Upon his completion of his season with the Saint John Sea Dogs for 2013-2014 season, Luke was provided with a Record of Employment listing as his employer the Saint John Major Junior Hockey Club Ltd. The team also issued a T4 for him for the tax year 2013. Luke’s Record and Employment is attached hereto as **Exhibit “AA”** and his T4 for 2013 is attached hereto as **Exhibit “BB”**.

THE CHL IS NOT AN “AMATEUR” LEAGUE AND ITS PLAYERS ARE NOT “STUDENT-ATHLETES”

46. Following the filing of the complaint by Mr. Desmond in Nova Scotia in 2013, Mr. Branch explained in the media how the CHL perceives its athletes, stating, in the same article attached as Exhibit “W”, that “We look upon our players as student

athletes. We've never considered ourselves professional. We are under Hockey Canada, which is the recognized amateur sports-governing body."

47. Hockey Canada describes itself as follows on its website, excerpts of which are attached as **Exhibit "CC"**:

Hockey Canada is the national governing body for grassroots hockey in the country. The organization works in conjunction with the 13 provincial branches, the Canadian Hockey League and Canadian Interuniversity Sport in growing the game at all levels.

Hockey Canada oversees the management of programs in Canada from entry-level to high performance teams and competitions, including world championships and the Olympic Winter Games. Hockey Canada is also Canada's voice within the International Ice Hockey Federation. Hockey Canada has offices in Calgary and Ottawa and operates regional centres in Ontario and Quebec

48. While Hockey Canada may not now recognize the CHL as a professional league, it certainly did in the past and it is not clear that it now considers the players in the CHL as amateurs. Attached as **Exhibit "DD"** is a copy of the USAH/HC/CHL Transfer and Release Agreement appended to the 2009-2010 Hockey Canada By-Laws. Under Article 2, section C. 2. At p. 120, the agreement states "It is agreed that CHL Teams are considered and treated by third parties as being professional."
49. In the current version of the Hockey Canada Bylaws, this agreement was amended. The same section quoted above now reads "It is agreed that CHL Teams are considered the highest level of non-professional competition in Canada, administered as a development program under the auspices of Hockey Canada in a member league of the CHL". The current version of Hockey Canada's Bylaws are available online. Unfortunately, the document is password protected so that I was unable to print it. It is included on the CD attached hereto as **Exhibit "EE"**. The USAH/HC/CHL Transfer and Release Agreement can be found at appendix K2, p. 116.

50. Further, the CHL is expressly not considered a member of Hockey Canada, but is one of its “Partners” under the current bylaws, under articles 12.2 and 12.5, found at p. 22 of the bylaws enclosed in Exhibit “EE”.
51. The National Collegiate Athletic Association (“NCAA”), which regulates athletics in colleges and universities in the United States, also does not consider the CHL an amateur league and in fact considers the players playing on “major junior teams” in the CHL leagues as professionals pursuant to provision 12.2.3.2.4 of the NCAA's bylaws. The NCAA's bylaw Article 12, entitled “Amateurism” is attached hereto as **Exhibit “FF”**.
52. Despite the ruling in *McCrimmon*, wherein the players were found to be employees, and the positions of other leagues that the CHL players are neither amateur nor student-athletes, the leagues continue to consider the players as amateur student-athletes and not employees. After commencing this lawsuit, the commissioners from each of the leagues issued a joint press release posted on the CHL website on October 20, 2014. In the announcement, the players are described as “amateur student athletes”. Attached as **Exhibit “GG”** is a copy of this press release.
53. Mr. Branch, the President of the CHL and commissioner of the OHL, also made several media appearances since the filing of this class action. Attached as **Exhibit “EE”** is a CD containing two radio interviews given by Mr. Branch including:
 - a. October 21, 2014 interview with Bob McGowan on Prime Time Sports, Sportsnet 590 the Fan (the interview begins at the 22 minute mark); and
 - b. October 21, 2014 interview with Matt Galloway on Metro Morning, CBC Radio;
54. In addition to classifying the players as “amateurs” and “student-athletes”, in these radio interviews, Mr. Branch has also made several public statements that a conscious decision was made by the CHL 8-10 years ago that it was more important to institute various programs, such as investing in the scholarship and anti-doping programs rather than paying the players wages in accordance with minimum wage laws.

55. On February 10, 2015, Russ Farwell, the President and General Manager of the Seattle Thunderbirds testified before Washington State's House Labor Committee that the WHL teams "are members of both Hockey Canada and USA Hockey which are the governing bodies for amateur hockey in North America and our players are 100 per cent amateurs". An article from the Toronto Star dated February 17, 2015, entitled "Star investigation: CHL claims questioned" is attached hereto as **Exhibit "HH"** and referred hereinafter as the "Star Investigation Article".
56. USA Hockey, is a similar organization as Hockey Canada and describes itself on its website as the "National Governing Body for the sport of ice hockey in the United States". Its "primary emphasis is on the support and development of grassroots hockey programs". Attached hereto as **Exhibit "II"** are excerpts from USA Hockey's website, www.usahockey.com.
57. In the Star Investigation Article, in regards to Mr. Farwell's statements that WHL teams are members of USA Hockey, John Vanbiesbrouck, the junior chair of USA Hockey is quoted as stating that "We have had no communication with any CHL teams nor do I know of them being members...I have no idea (why they would say that)...I don't know what their view of being members are. But their team at the junior level is not registered with USA Hockey."
58. The Star Investigation Article also describes information received from interviews with player agents who describe that signing bonuses received by players on the signing of an NHL contracts is typically 10 per cent of the contract amount signed.
59. There are several players currently playing in the CHL leagues who have signed NHL contracts and who have been invited to NHL training camps. Each year, each of the three leagues issue press releases identifying which of their players have been invited to the NHL camps. The press releases also identify which players have been drafted by NHL teams and whether or not they have signed NHL contracts. Attached hereto as **Exhibit "JJ"** is the undated press release from the OHL's website; **Exhibit "KK"**

is the press release from the QMJHL's website dated September 10, 2014; and **Exhibit "LL"** is the press release from the WHL dated September 11, 2014.

60. While the details of it are unclear, I understand that there is an agreement between the CHL and NHL in which the NHL agrees to provide grants to the CHL. Attached as **Exhibit "MM"** is a letter dated September 10, 2012, from NHL Deputy Commissioner William Daly to Mr. Branch referring to an agreement between the NHL and CHL and providing a grant from the NHL to the CHL of nearly \$10 million.
61. I also believe that pursuant to the agreement between the NHL and the CHL, or some other agreement between the two leagues, that the NHL or teams in the NHL pay fees to CHL clubs when a CHL player signs a contract with an NHL club. This "development fee" has been discussed on various blogs and websites, a collection of which are attached hereto as **Exhibit "NN"**.
62. Attached as **Exhibit "OO"** are Articles 15 and 16 of the collective bargaining agreement between the National Hockey League and the National Hockey League Players' Association. These Articles spell out the teams' and players' obligations with respect to travel, practice, training, conditioning, orientation programs, exhibition games, regular season games, and playoffs, holidays, and league schedules.
63. Similarly, other hockey leagues such as the American Hockey League ("AHL") and the East Coast Hockey League ("ECHL") also have a players union known as the Professional Hockey Players' Association ("PHPA"). While the collective bargaining agreements between the PHPA and the AHL and ECHL are not available online, the PHPA's website outlines for information purposes the provisions of the collective bargaining agreements with each of the leagues. There exists in those provisions several team and player rights and obligations with respect to travel, practice, training, conditioning, promotional activities and league schedules. Excerpts from the PHPA website are attached hereto as **Exhibit "PP"**.

64. I have reviewed the affidavit of Samuel Berg, sworn February 18, 2015. Based on his duly sworn affidavit, and the facts as described in this affidavit, I do verily believe that NHL, AHL, and ECHL players and the CHL players have the same obligations, and provide the same services to their teams, all of whom are in the business of making a profit.
65. The issue of the status of “student-athletes” and whether they are employees in leagues such as the NCAA in the United States is currently before tribunals there. In March 2014, the United States Government National Labor Relations Board released a decision finding that Northwestern University is an employer and students playing on its football team were found to be employees. The decision *Northwestern University v. College Athletes Players Association (CAPA)* case 13-RC-121359 is attached hereto as “QQ”.
66. Currently, the four WHL teams located in the State of Washington are being investigated by the Washington Department of Labor and Industries regarding breaches of child labour laws in that state. Attached as **Exhibit “RR”** is a copy of an article from TSN.com published December 4, 2014 entitled “Westhead: State attorney recommends further labour probe of junior hockey”.
67. In what I believe is a response to the investigation, an amendment to the State’s minimum wage legislation has been proposed in order to expressly exclude the WHL teams from the definition of employer in the legislation. Attached as **Exhibit “SS”** is House Bill 1930 (the “Bill”) and the amendment to the Bill, both of which were voted out of the House Committee on Labor with a do pass recommendation to the House of Representatives on February 19, 2015.
68. I watched the executive meeting in which the bill was moved out of committee via live feed at http://www.tvw.org/index.php?option=com_tvwplayer&eventID=2015021192. The sponsor of the amendment, House Representative Manweller, raised two concerns. Firstly, he was concerned that by naming a specific entity in the

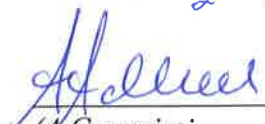
legislation, the legislature would be creating a private law which he is uncomfortable with.

69. Secondly, he was concerned that by expressly naming the WHL teams as the person excluded from minimum wage legislation, that may be seen as a concession that the WHL has been breaching State laws and that the legislature is now amending the laws to prevent further liability.

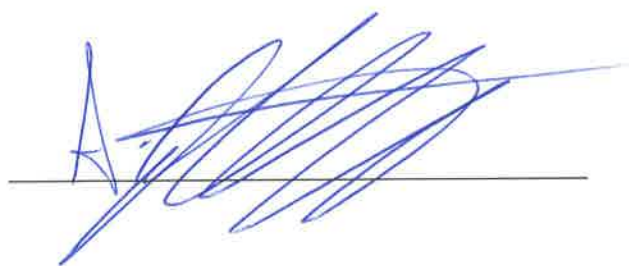
70. Having reviewed the Bill and the amendment, I do verily believe the Bill would not be required unless the WHL teams appreciate that the teams are in fact violating minimum wage legislation. Otherwise, there would be no impetus to pass the current Bill. The fact that the Bill is being contemplated suggests that the WHL teams have admitted to the sponsors of the Bill and the amendment, specifically House Representatives McEwen, Riccelli, Parker, Tharinger, McCaslin, Ormsby, Sells, Robinson, and Manweller (as well as Senators Fain, Mullet, Litzow, Lias, and Hargrove who have sponsored an identical bill through the Senate), that they are employers under the legislation as it currently stands and changes are required to avoid further liability.

71. I swear this affidavit in support of the plaintiff's motion and for no other or improper purpose.

SWORN BEFORE ME at the)
)
City of Toronto, in the Province of)
)
Ontario, this 20th day of February, 2015)
)
)



(A Commissioner, etc.)
Samantha D. Schreiber
LSUC #638618





Industry Canada

Home > Corporations > Corporations Canada > Search for a Federal Corporation

Corporations Canada

Federal Corporation Information - 3978036

[Glossary of Terms used on this page](#)

[Return to Search Results](#)

[Start New Search](#)

Corporation**Number**

3978036

Business Number (BN)

856053137RC0001

Governing Legislation

Canada Not-for-profit Corporations Act - 2012-12-11

Corporate Name

CANADIAN HOCKEY LEAGUE

LIGUE CANADIENNE DE HOCKEY

Status

Active

Registered Office Address

305 MILNER AVENUE

SUITE 201

TORONTO ON M1B 3V4

Canada

Active NFP Act corporations are required to update this information. Changes are only legally effective when filed with Corporations Canada. A corporation key is required.

Directors**Minimum**

1

Maximum

10

Directors

DAVID BRANCH

22 WOODHAVEN CRESCENT

WHITBY ON L1R 1R1

Canada

SHERRY BASSIN

929 CHEVROLET STREET

OSHAWA ON L1G 4H7

Canada

This is Exhibit A referred to in the affidavit of Andrew J. Eckart sworn before me, this 20th day of February, 2015
[Signature]
commissioner for taking affidavits

RONALD ROBISON
4037 - 42 ND STREET N.W.
SUITE 288
CALGARY AB T3A 2M9
Canada

BRUCE HAMILTON
3870 KIMATOUCHE ROAD
KELOWNA BC V1W 4E7
Canada

LOUIE BROUSSEAU
360 RUE GASPE
DIEPPE NB E1A 6T6
Canada

GILLES COURTEAU
2430 DU BURON STREET
VARENNES QC J3X 1L2
Canada

Active NFP Act corporations are required to update director information (names, addresses, etc.) within 15 days of any change. A corporation key is required.

Annual Filings

Anniversary Date (MM-DD)
12-11

Date of Last Annual Meeting
2013-11-11

Annual Filing Period (MM-DD)
12-11 to 02-09

Type of Corporation
Non-Soliciting

Status of Annual Filings
2015 - Not due
2014 - Overdue
2013 - Filed

Corporate History

Corporate Name History

2001-12-03 to Present
CANADIAN HOCKEY LEAGUE
2001-12-03 to Present
LIGUE CANADIENNE DE HOCKEY

Certificates and Filings

Certificate of Continuance
2012-12-11

Previous jurisdiction: Canada Corporations Act - Part II (CCA-II)

By-laws
Received on 2012-12-11

Official Site of the Canadian Hockey League

About the CHL



The Canadian Hockey League is the world's largest development hockey league with 52 Canadian and eight American teams participating in the Ontario Hockey League, Quebec Major Junior Hockey League and Western Hockey League. CHL players graduate from high school at a rate higher than the Canadian national average. Last season, more than nine million fans attended CHL games in the regular season, playoffs and at the MasterCard Memorial Cup. The CHL supplies more players to the National Hockey League and Canadian Interuniversity Sport than any other league.

This is Exhibit B referred to in the
affidavit of Andrew J. Eckart
sworn before me, this 20th
day of February, 2015
[Signature]
A commissioner for taking affidavits

Official Site of the Canadian Hockey League

Contact The Canadian Hockey League

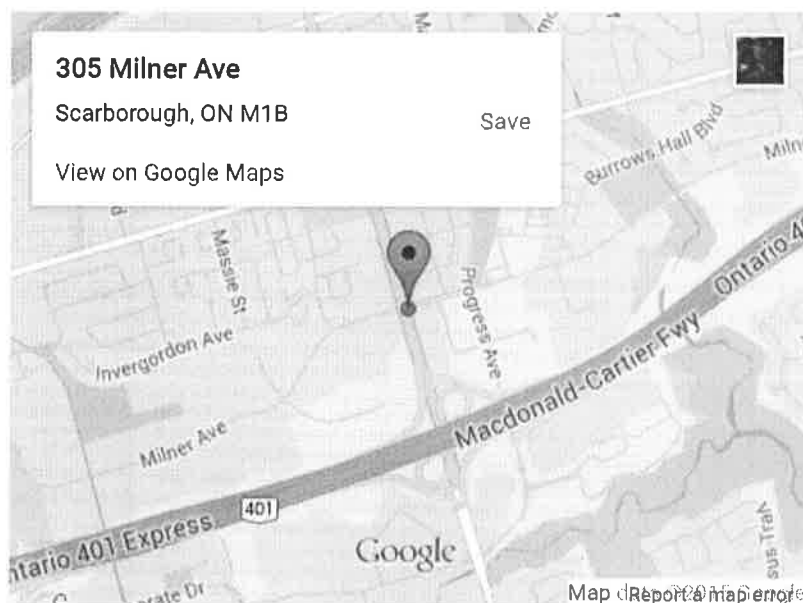


Canadian Hockey League

305 Milner Avenue, Suite 201

Scarborough, Ontario, Canada

M1B 3V4



Office Phone: 416-332-9711

Fax: 416-332-1477

Staff Directory:

President - David E. Branch

Vice-President - Gilles Courteau

Vice-President - Ron Robison

Director of Finance - Ray Hollowell - rhollowell@chl.ca

Director of Business Operations - Cole Butterworth - cbutterworth@chl.ca

Director of Corporate Partnerships - Heidi Rich - hrich@chl.ca

Manager of Media and Information Services - Paul Krotz - pkrotz@chl.ca

Manager of Web Content - Scott Vankoughnett - svankoughnett@chl.ca

Manager of National Events - Carla Graansma - cgraansma@chl.ca

Manager of Technology - Mark Dickie - mdickie@chl.ca

Manager of League Programs - Wade Branch - wbranch@chl.ca

Manager of Corporate Partnerships - Lisa McInerney - lmcinerney@chl.ca

Manager of Administration - Meg Barham - mbarham@chl.ca

Coordinator of Communications - Josh Sweetland - jsweetland@chl.ca

Request ID: 016903338
 Transaction ID: 55583530
 Category ID: UN/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2014/10/02
 Time Report Produced: 15:09:25
 Page: 1

This is Exhibit C referred to in the
 affidavit of Andrew J. Eckart
 sworn before me, this 20th
 day of February, 2015

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	A commissioner for taking affidavits	Incorporation Date
433611	ONTARIO MAJOR JUNIOR HOCKEY LEAGUE		1980/01/30
			Jurisdiction
			ONTARIO
Corporation Type	Corporation Status		Former Jurisdiction
ONTARIO CORP NON-SHARE	ACTIVE		NOT APPLICABLE
Head Office Address		Date Amalgamated	Amalgamation Ind.
305 MILNER AVENUE		NOT APPLICABLE	NOT APPLICABLE
Suite # SUITE 200		New Amal. Number	Notice Date
SCARBOROUGH		NOT APPLICABLE	NOT APPLICABLE
ONTARIO			Letter Date
CANADA M1B 3V4			NOT APPLICABLE
Mailing Address		Revival Date	Continuation Date
305 MILNER AVENUE		1999/06/21	NOT APPLICABLE
Suite # SUITE 200		Transferred Out Date	Cancel/Inactive Date
SCARBOROUGH		NOT APPLICABLE	NOT APPLICABLE
ONTARIO			EP Licence Eff.Date
CANADA M1B 3V4			NOT APPLICABLE
		Date Commenced in Ontario	Date Ceased in Ontario
		NOT APPLICABLE	NOT APPLICABLE
Activity Classification			
NOT AVAILABLE			

Request ID: 016903338
 Transaction ID: 55583530
 Category ID: UN/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2014/10/02
 Time Report Produced: 15:09:25
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CORPORATION PROFILE REPORT

Ontario Corp Number

433611

Corporation Name

ONTARIO MAJOR JUNIOR HOCKEY LEAGUE

Corporate Name History

ONTARIO MAJOR JUNIOR HOCKEY LEAGUE

Effective Date

1980/01/30

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Administrator:

Name (Individual / Corporation)

SCOTT
 ABBOTT

Address

305 MILNER AVENUE
 Suite # 200
 SCARBOROUGH
 ONTARIO
 CANADA M1B 3V4

Date Began

1996/12/03

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 016903338
 Transaction ID: 55583530
 Category ID: UN/E

Province of Ontario
 Ministry of Government Services

Date Report Produced: 2014/10/02
 Time Report Produced: 15:09:25
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CORPORATION PROFILE REPORT

Ontario Corp Number

433611

Corporation Name

ONTARIO MAJOR JUNIOR HOCKEY LEAGUE

**Administrator:
 Name (Individual / Corporation)**

BOB
 BOUGHNER

Address

305 MILNER AVENUE
 Suite # SUITE 200
 SCARBOROUGH
 ONTARIO
 CANADA M1B 3V4

Date Began

2013/08/04

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

**Administrator:
 Name (Individual / Corporation)**

DAVID
 BRANCH

Address

305 MILNER AVENUE
 Suite # SUITE 200
 SCARBOROUGH
 ONTARIO
 CANADA M1B 3V4

Date Began

1980/01/30

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

OTHER

Resident Canadian

Request ID: 016903338
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Province of Ontario
 Ministry of Government Services

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CORPORATION PROFILE REPORT

Ontario Corp Number

433611

Corporation Name

ONTARIO MAJOR JUNIOR HOCKEY LEAGUE

**Administrator:
 Name (Individual / Corporation)**

MARK
 BURGESS

Address

305 MILNER AVENUE
 Suite # SUITE 200
 SCARBOROUGH
 ONTARIO
 CANADA M1B 3V4

Date Began

1993/08/08

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

**Administrator:
 Name (Individual / Corporation)**

BILL
 BURKE

Address

305 MILNER AVENUE
 Suite # SUITE 200
 SCARBOROUGH
 ONTARIO
 CANADA M1B 3V4

Date Began

2013/08/04

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 016903338
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Province of Ontario
 Ministry of Government Services

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CORPORATION PROFILE REPORT

Ontario Corp Number

433611

Corporation Name

ONTARIO MAJOR JUNIOR HOCKEY LEAGUE

Administrator: Name (Individual / Corporation)

HOWIE
 CAMPBELL

Address

305 MILNER AVENUE
 Suite # SUITE 200
 SCARBOROUGH
 ONTARIO
 CANADA M1B 3V4

Date Began

2013/08/04

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Administrator: Name (Individual / Corporation)

CRAIG
 CAMPBELL

Address

305 MILNER AVENUE
 Suite # SUITE 200
 SCARBOROUGH
 ONTARIO
 CANADA M1B 3V4

Date Began

2013/08/04

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 016903338
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Province of Ontario
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CORPORATION PROFILE REPORT

Ontario Corp Number

433611

Corporation Name

ONTARIO MAJOR JUNIOR HOCKEY LEAGUE

**Administrator:
 Name (Individual / Corporation)**

RICK
 GAETZ

Address

305 MILNER AVENUE
 Suite # SUITE 200
 SCARBOROUGH
 ONTARIO
 CANADA M1B 3V4

Date Began

2013/08/04

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

VICE-CHAIR

Resident Canadian

**Administrator:
 Name (Individual / Corporation)**

RICK
 GAETZ

Address

305 MILNER AVENUE
 Suite # SUITE 200
 SCARBOROUGH
 ONTARIO
 CANADA M1B 3V4

Date Began

2013/08/04

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 016903338
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Province of Ontario
 Ministry of Government Services

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CORPORATION PROFILE REPORT

Ontario Corp Number

433611

Corporation Name

ONTARIO MAJOR JUNIOR HOCKEY LEAGUE

**Administrator:
 Name (Individual / Corporation)**

CRAIG
 GOSLIN

Address

305 MILNER AVENUE
 Suite # SUITE 200
 SCARBOROUGH
 ONTARIO
 CANADA M1B 3V4

Date Began

2013/08/04

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

**Administrator:
 Name (Individual / Corporation)**

CRAIG
 GOSLIN

Address

305 MILNER AVENUE
 Suite # SUITE 200
 SCARBOROUGH
 ONTARIO
 CANADA M1B 3V4

Date Began

2013/08/04

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

SECRETARY

Resident Canadian

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CORPORATION PROFILE REPORT

Ontario Corp Number

433611

Corporation Name

ONTARIO MAJOR JUNIOR HOCKEY LEAGUE

**Administrator:
 Name (Individual / Corporation)**

JOHN
 D
 HUMPHREYS

Address

99 THORNTON ROAD SOUTH

OSHAWA
 ONTARIO
 CANADA L1J 5Y1

Date Began

2001/08/10

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

PRESIDENT

Resident Canadian

**Administrator:
 Name (Individual / Corporation)**

JEFF
 HUNT

Address

305 MILNER AVENUE

Suite # SUITE 200
 SCARBOROUGH
 ONTARIO
 CANADA M1B 3V4

Date Began

1998/08/13

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

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CORPORATION PROFILE REPORT

Ontario Corp Number

433611

Corporation Name

ONTARIO MAJOR JUNIOR HOCKEY LEAGUE

**Administrator:
 Name (Individual / Corporation)**

ELLIOTT
 KERR

Address

305 MILNER AVENUE
 Suite # SUITE 200
 SCARBOROUGH
 ONTARIO
 CANADA M1B 3V4

Date Began

2013/08/04

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

**Administrator:
 Name (Individual / Corporation)**

PETER
 MACDERMID

Address

305 MILNER AVENUE
 Suite # SUITE 200
 SCARBOROUGH
 ONTARIO
 CANADA M1B 3V4

Date Began

2013/08/04

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

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Province of Ontario
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CORPORATION PROFILE REPORT

Ontario Corp Number

433611

Corporation Name

ONTARIO MAJOR JUNIOR HOCKEY LEAGUE

**Administrator:
 Name (Individual / Corporation)**

ROBERT
 NEVILLE

Address

305 MILNER AVENUE
 Suite # SUITE 200
 SCARBOROUGH
 ONTARIO
 CANADA M1B 3V4

Date Began

2003/12/08

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

**Administrator:
 Name (Individual / Corporation)**

ROBERT
 NEVILLE

Address

305 MILNER AVENUE
 Suite # SUITE 200
 SCARBOROUGH
 ONTARIO
 CANADA M1B 3V4

Date Began

2013/08/04

First Director

NOT APPLICABLE

Designation

OFFICER

Officer Type

CHAIRMAN

Resident Canadian

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 Ministry of Government Services

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CORPORATION PROFILE REPORT

Ontario Corp Number

433611

Corporation Name

ONTARIO MAJOR JUNIOR HOCKEY LEAGUE

**Administrator:
 Name (Individual / Corporation)**

GEORGE
 SHUNOCK

Address

305 MILNER AVENUE
 Suite # SUITE 200
 SCARBOROUGH
 ONTARIO
 CANADA M1B 3V4

Date Began

2013/08/04

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

**Administrator:
 Name (Individual / Corporation)**

GORDON
 SIMMONS

Address

305 MILNER AVENUE
 Suite # SUITE 200
 SCARBOROUGH
 ONTARIO
 CANADA M1B 3V4

Date Began

2013/08/04

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 016903338
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 Category ID: UN/E

Province of Ontario
 Ministry of Government Services

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CORPORATION PROFILE REPORT

Ontario Corp Number

433611

Corporation Name

ONTARIO MAJOR JUNIOR HOCKEY LEAGUE

**Administrators:
 Name (Individual / Corporation)**

DOUG
 SPRINGER

Address

305 MILNER AVENUE

Suite # SUITE 200
 SCARBOROUGH
 ONTARIO
 CANADA M1B 3V4

Date Began

2000/12/11

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

**Administrators:
 Name (Individual / Corporation)**

ROCCO
 TULLIO

Address

305 MILNER AVENUE

Suite # SUITE 200
 SCARBOROUGH
 ONTARIO
 CANADA M1B 3V4

Date Began

2013/08/04

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 016903338
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Province of Ontario
 Ministry of Government Services

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CORPORATION PROFILE REPORT

Ontario Corp Number

433611

Corporation Name

ONTARIO MAJOR JUNIOR HOCKEY LEAGUE

Administrator:

Name (Individual / Corporation)

MICHAEL
 VELLUCCI

Address

305 MILNER AVENUE

Suite # SUITE 200
 SCARBOROUGH
 ONTARIO
 CANADA M1B 3V4

Date Began

2000/08/11

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

N

Administrator:

Name (Individual / Corporation)

TREVOR
 WHIFFEN

Address

305 MILNER AVENUE

Suite # SUITE 200
 SCARBOROUGH
 ONTARIO
 CANADA M1B 3V4

Date Began

2013/08/04

First Director

NOT APPLICABLE

Designation

DIRECTOR

Officer Type

Resident Canadian

Y

Request ID: 016903338
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Province of Ontario
Ministry of Government Services

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CORPORATION PROFILE REPORT

Ontario Corp Number

433611

Corporation Name

ONTARIO MAJOR JUNIOR HOCKEY LEAGUE

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CIA CHANGE NOTICE

1

2014/02/14 (ELECTRONIC FILING)

THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.

PLEASE NOTE THAT WHEN THE SAME INDIVIDUAL HOLDS MULTIPLE 'OTHER UNTITLED' OFFICER POSITIONS, AS INDICATED ON A FORM 1 UNDER THE *CORPORATIONS INFORMATION ACT*, ONLY ONE OF THESE 'OTHER UNTITLED' POSITIONS HELD BY THAT INDIVIDUAL WILL BE REFLECTED ON THIS REPORT.

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OFFICIAL SITE OF THE
ONTARIO HOCKEY LEAGUE



About the OHL

The Ontario Hockey League is a proud member of the Canadian Hockey League which is the world's largest development hockey league with 60 teams in nine Canadian provinces and five American states. In addition to the OHL, the CHL is made up of the Quebec Major Junior Hockey League and the Western Hockey League. Last season, more than nine million fans attended CHL games in the regular season, playoffs and at the MasterCard Memorial Cup. The CHL supports more players to the National Hockey League than any other league. Last season 527 graduates attended Canadian Universities on scholarships from CHL teams.

This is Exhibit D referred to in the
 affidavit of Andrew J. Eckhart
 sworn before me, this 7th
 day of February, 2015
J. G. Galle
 Commissioner for taking affidavits

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- SPECIAL EVENTS

OFFICIAL SITE OF THE
ONTARIO HOCKEY LEAGUE



OHL Team Directory

- Ontario Hockey League
305 Milner Ave., Suite 200, Scarborough, ON M1E 3V4
Phone: 416-299-8700 Fax: 416-299-8787
Website: www.ontariohockeyleague.com
- Commissioner - David E. Branch
- Vice President - Ted Baker
- Senior Director of Hockey Development and Special Events - [Joe Birch](#)
- Director of Finance - [Ray Helwegel](#)
- Director of Administration - [Herb Moral](#)
- Director of Marketing and Business Development - [Kevin Boston](#)
- Director of Recruitment - [Adam Dennis](#)
- Director of Officiating - [Conrad Bächle](#)
- Director of Central Scouting - [Darrall Woodley](#)
- Director of Security - [Ken Miller](#)
- Manager of Media and Information Services - [Paul Krotz](#)
- Communications Coordinator - [Jesh Sweetland](#)
- Manager of Video and Web Content - [Scott Vankouschak](#)
- Manager of Hockey Operations - [Darvi Helwegel](#)
- Images - [Aaron Bell](#)
- Administration - [Zeno Lasosza](#) and [Christina Leishman](#)
- Nutritional and Training Consultant - [Mark Fitzgerald](#)
- Goatending Consultant - [Rick Wamsley](#)
- Barrie Colts**
555 Bayview Drive, Barrie, ON L4N 8Y2
Phone: 705-722-6587 Fax: 705-721-9709
e-mail: operations@barriecolts.com
Website: www.barriecolts.com
GM - [Jason Ford](#)
Coach/Dir. of Hockey Operations - [Dale Hawerchuk](#)
PR - [Andrew Cunningham](#)
- Belleville Bulls**
265 Camfron Road, Belleville, ON K8N 4V8
Phone: 613-966-8338 Fax: 705-966-8761
e-mail: hockey@bellevillebulls.com
Website: www.bellevillebulls.com
GM/Coach - [George Burnett](#)
PR - [Chris Wiggins](#)

SCHEDULE & RESULTS

PREVIOUS GAMES

THURSDAY FEBRUARY 19

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BELV	PBO 7:05	BUY TICKETS
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 55 Wyndham St. N., 2nd Fl., Guelph, ON N1H 7T8
 Phone: 519-837-9690 Fax: 519-837-9692
 e-mail: info@quepichstorm.com
 Website: www.quepichstorm.com
 GM - Mike Kelly
 Coach - Bill Stewart
 PR - Lindsey Newby

Kitchener Rangers
 400 East Avenue, Kitchener, ON N2H 1Z6
 Phone: 519-576-3700 Fax: 519-576-7571
 e-mail: info@kitchenerangers.com
 Website: www.kitchenerangers.com
 GM - Murray Hiebert
 Coach - Troy Smith
 PR - Michelle Fortin

Mississauga Steelheads
 5500 Rose Cherry Pl., Mississauga, ON L4Z 4B6
 Phone: 905-502-7788 Fax: 905-502-0169
 e-mail: administration@steelheads.com
 Website: www.mississaugasteelheads.com
 GM/Coach - James Boyd
 PR - Alana Davidson

North Bay Battalion
 100 Chippewa Street West
 North Bay, ON, P1B 6G2
 Phone: 705-495-3803
 e-mail: info@battalionhockey.com
 Website: www.battalionhockey.com
 GM/Coach - Stan Butler
 PR - Scott Walpole

Ottawa 67's
 TD Place, 1015 Bank Street, Ottawa, ON K1S 3W7
 Phone: 613-232-6767 Fax: 613-690-0468
 e-mail: info@ottawaf67s.com
 Website: www.ottawaf67s.com
 GM - Pat Higgins
 Coach - Jeff Brown
 PR - Barre Campbell

Peterborough Petes
 121 Lansdowne St. W., Peterborough, ON K9J 1Y4
 Phone: 705-743-3681 Fax: 705-743-5497
 e-mail: petes@petes00.com
 Website: www.petes00.com
 GM - Mike Oke
 Coach - Jody Hull
 PR - Burton Lee

Erie Otters
 201 East 8th Street, Erie, PA 16503
 Phone: 814-455-7779 Fax: (814)-455-0911
 e-mail: puck@ottershockey.com
 Website: www.ottershockey.com
 GM - Sherwood Bassin
 Coach - Kris Knoblauch
 PR - Aaron Cooney

Kingston Frontenacs
 1 The Tragically Hip Way, Kingston, ON K7K 0B4
 Phone: 613-542-4042 Fax: 613-542-2834
 e-mail: info@kingstonfrontenacs.com
 Website: www.kingstonfrontenacs.com
 GM - Doug Gilmour
 Coach - Paul McFarland
 PR - Justin Chenier

London Knights
 99 Dundas Street, London, ON N6A 6K1
 Phone: 519-681-0800 Fax: 519-688-7291
 e-mail: info@londonknights.com
 Website: www.londonknights.com
 GM - Basil McCrae
 Coach - Dale Hunter
 PR - Natalie Wakabayashi

Niagara IceDogs
 One IceDogs Way, St. Catharines, ON L2R 0B3
 Phone: 905-687-3641 Fax: 905-682-9129
 e-mail: info@niagaraiicedogs.net
 Website: www.niagaraiicedogs.net
 GM/Coach - Marty Williamson
 PR - Wade Graham

Oshawa Generals
 99 Alhol Street East, Oshawa, ON L1H 1J8
 Phone: 905-433-0900 Fax: 905-433-0868
 e-mail: gen@oshawagenerals.com
 Website: www.oshawagenerals.com
 GM - Roger Hunt
 Coach - D.J. Smith
 PR - Tricia Leone

Owen Sound Attack
 1900 3rd Ave. E., Owen Sound, ON N4K 6T5
 Phone: 519-371-7452 Fax: 519-371-7990
 e-mail: attack@brrts.com
 Website: www.attackhockey.com
 GM - Dale DeGray
 Coach - Greg Ireland
 PR - Brent Fisher

Search

Log in

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2006 Census of Canada... 2011 National House...

Plymouth Whalers

14500 Beck Rd., Plymouth Twp, Michigan 48170
Phone: 734/453-8400 Fax: 734/453-4201
e-mail: info@plymouthwhalers.com
Website: www.plymouthwhalers.com
GM - Mark Craig
Coach - Don Eiland
PR - Pete Krupsky

Sarmia Sting

1455 London Road, Sarmia, OH N7S 8K4
Phone: 519/542-4494 Fax: 519/542-2388
e-mail: buzz@abtech.net
Website: www.sarmiastring.com
GM - Nick Sinclair
Coach - Trevor Letowski
PR - Mark Gavin

Sudbury Wolves

240 Egin Street, Sudbury, ON P3E 3N6
Phone: 705/675-3941 Fax: 705/675-7951
e-mail: wolves@svs.ca
Website: www.sudburywolves.com
GM - Baine Smith
Interim Coach - David Matsos
PR - Curtis Hall

Saginaw Spirit

P.O. Box 6157, Saginaw, MI 48608
Phone: 989/497-7747 Fax: 989/793-9251
e-mail: info@saginawspirit.com
Website: www.saginawspirit.com
GM - Jim Palafio
Coach - Greg Gilbert
PR - Michael Elliott

Sault Ste. Marie Greyhounds

269 Queen St. E., Sault Ste. Marie, ON P6A 1Y9
Phone: 705/253-5976 Fax: 705/245-9458
e-mail: info@sagorevhounds.com
Website: www.sagorevhounds.com
GM - Kyle Rafis
Coach - Sheldon Keefe
PR - Gerry Liscumb Jr.

Windsor Spitfires

8787 McHugh Street, Windsor, ON N6S 0A1
Phone: 519/254-9256 Fax: 519/254-9257
e-mail: frontoffice@windorspitfires.com
Website: www.windsorspitfires.com
GM - Warren Rychel
Coach - Bob Boughter
PR - Dave Ducharme



- WESTERN HOCKEY LEAGUE
- ONTARIO HOCKEY LEAGUE
- QUEBEC MAJOR JUNIOR HOCKEY LEAGUE
- SUBWAY SUPER SERIES
- BMO TOP PROSPECTS GAME
- MASTERCARD MEMORIAL CUP
- CHL IMPORT DRAFT

OHL

- HOME
- STANDINGS
- SCHEDULE
- STATISTICS

EASTERN CONFERENCE

- BARRE COLTS
- BELLEVILLE BULLS
- KINGSTON FRONTENACS
- MISSISSAUGA STEELHEADS
- NIAGARA ICEDOGS
- NORTH BAY BATTALION
- OSHWAGA GENERALS
- OTTAWA 67'S
- PETERBOROUGH PETES
- SUDBURY WOLVES

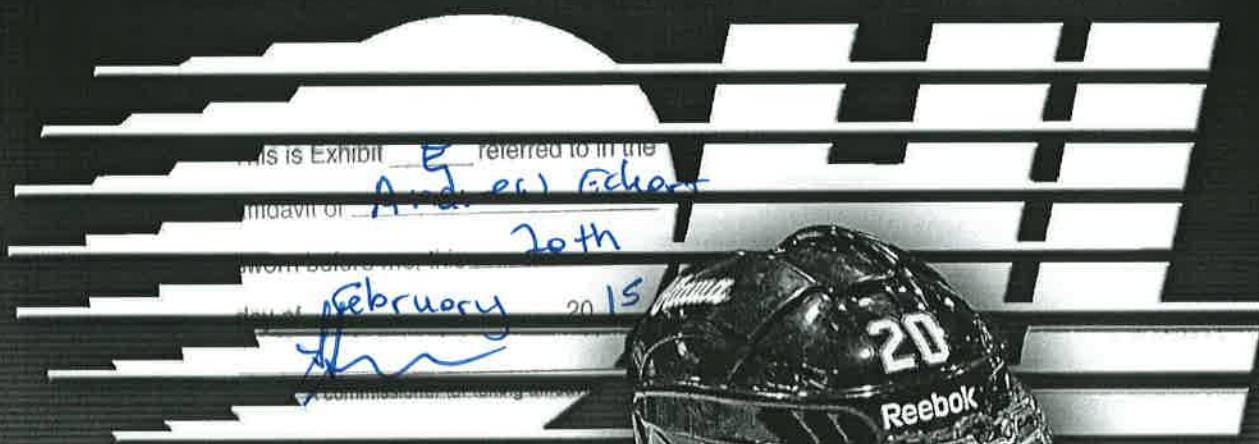
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- GUELPH STORM
- KITCHENER RANGERS
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- OWEN SOUND ATTACK
- PLYMOUTH WHALERS
- SAGINAW SPIRIT
- SARASOTA STING
- SAULT STE. MARIE GREYHOUNDS
- WINDSOR SPITFIRES

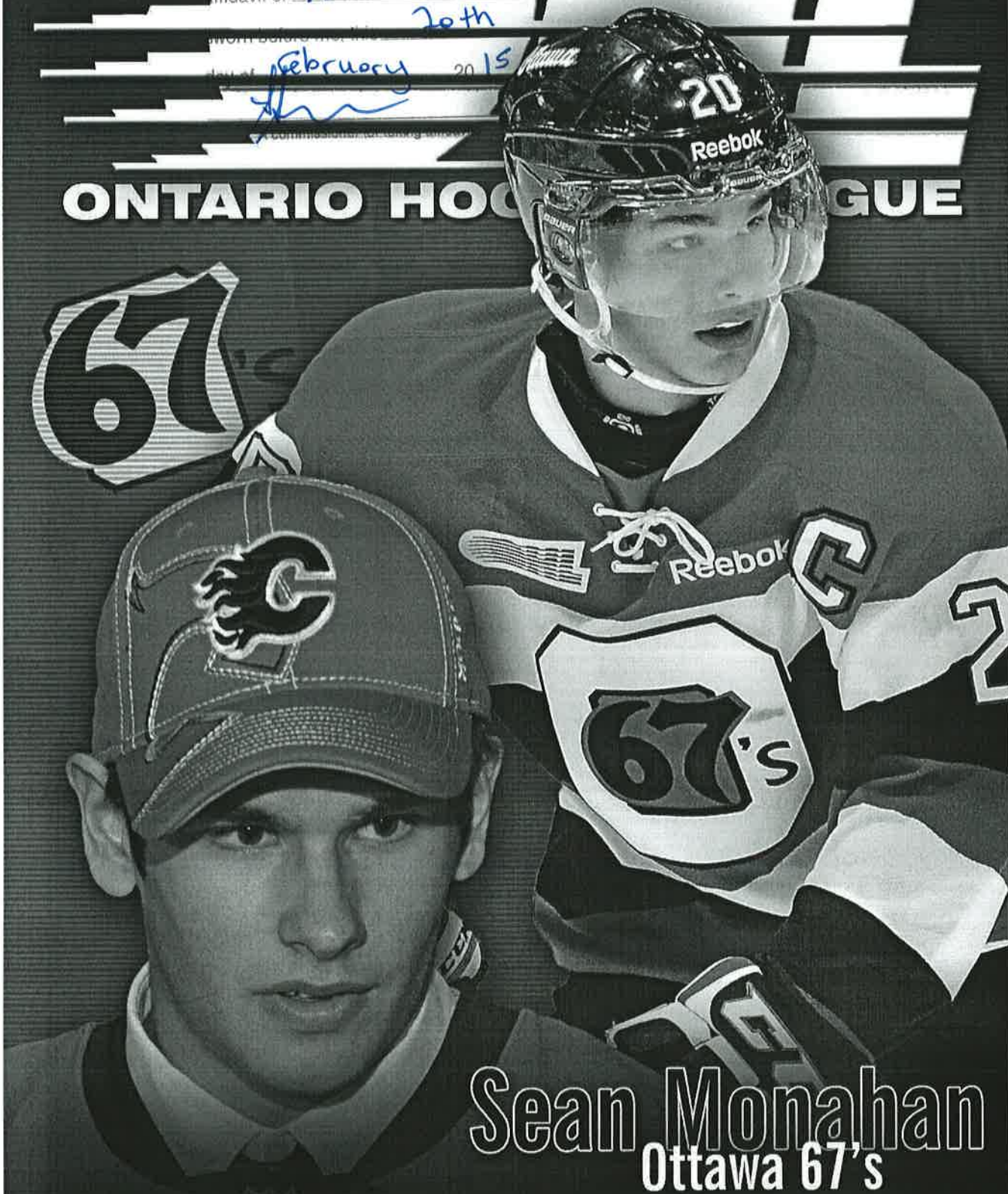
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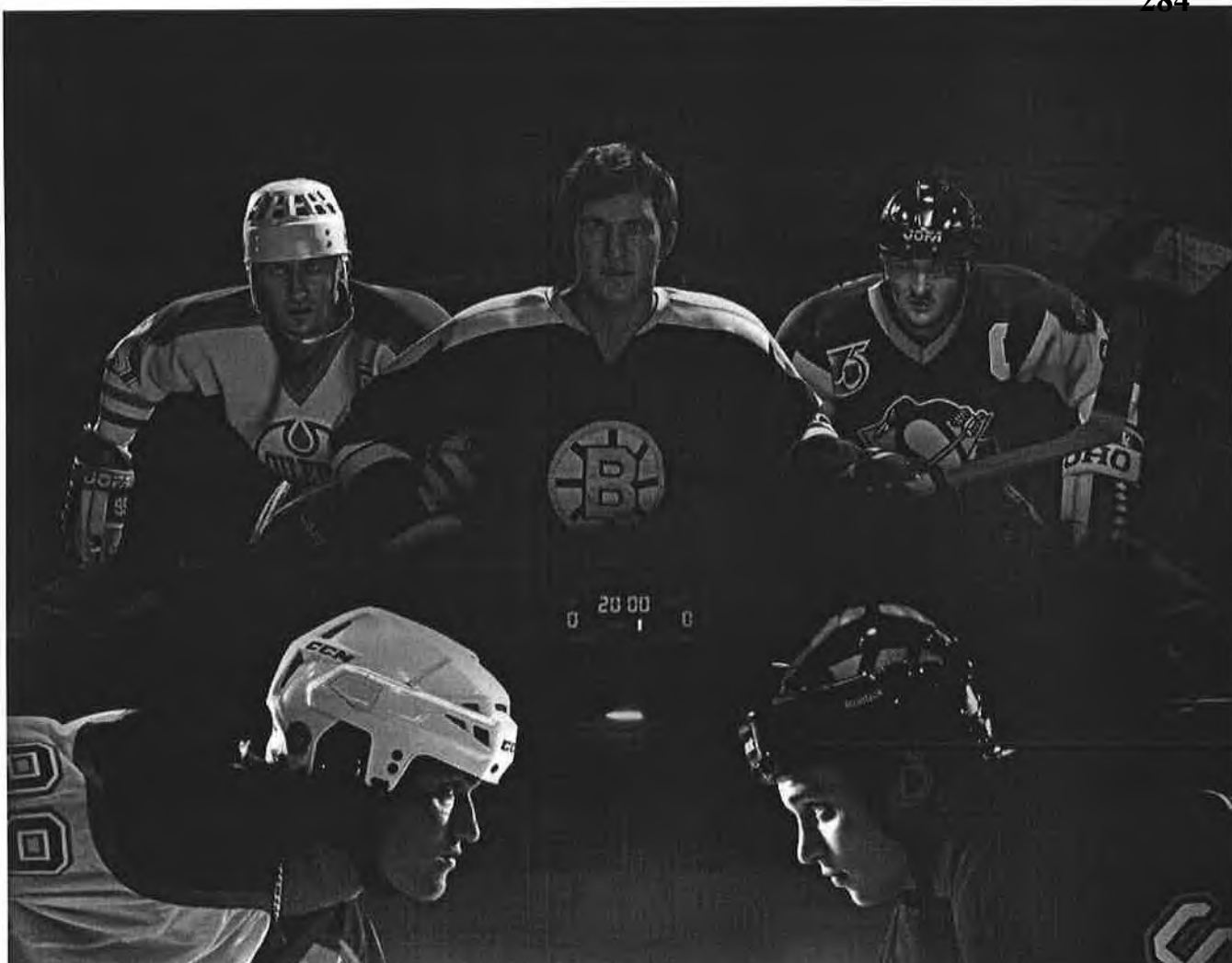


ONTARIO HOCKEY LEAGUE



Sean Monahan
Ottawa 67's

6th Overall Pick 2013 NHL Entry Draft
 Calgary Flames



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 Editor - Aaron Bell (aaron.bell@chl.ca) / Photography - OHL Images

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ONTARIO HOCKEY LEAGUE

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ONTARIO HOCKEY LEAGUE HISTORICAL TIMELINE

- 1893 Junior Hockey is first played in Ontario.
- 1919 Memorial Cup is presented for the first time to the University of Toronto Schools as the symbol of supremacy in Canadian Junior Hockey.
- 1934 OHA divides Junior category into "A" and "B".
- J. Ross Robertson Cup is awarded for the first time to St. Michael's College as the Ontario Jr. A champions.
- 1945 The Red Tilson Trophy is awarded for the first time to Doug McMurdy of St. Catharines as the player voted most outstanding during the regular season.
- Eddie Powers Memorial Trophy is awarded for the first time to Tod Sloan at the St. Michael's Majors as the League's Leading Scorer.
- 1948 The Dave Pinkney Trophy is awarded for the first time to Gil Mayer of Barrie as the goaltender who had the least number of goals scored against at the end of the regular season.
- 1956 Kitchener Greenshirts franchise moves to Peterborough.
- 1958 Hamilton Spectator Trophy is awarded for the first time to St. Catharines as the team finishing first place overall in the regular schedule.
- 1960 Barrie Flyers franchise moves to Niagara Falls.
- The William Hanley Trophy is awarded for the first time to Bruce Draper of St. Michael's as the League's most gentlemanly player.
- 1961 St. Michael's Majors suspend operations.
- 1963 Guelph franchise moves to Kitchener.
- 1965 London Knights franchise granted.
- 1967 Ottawa 67's franchise granted.
- 1969 The Max Kaminsky Trophy is awarded for the first time to Ron Plumb of Peterborough as the League's most outstanding defenceman.
- Réjean Houle is selected by the Montreal Canadiens in the 1969 NHL Entry Draft, from the Montreal Jr. Canadiens, making him the first OHL player to be selected first overall.
- 1970 Gilbert Perreault of the Montreal Jr. Canadiens is drafted first overall by the Buffalo Sabres in the 1970 NHL Entry Draft.
- 1971 The Matt Leyden Trophy is awarded for the first time to Gus Bodnar of the Oshawa Generals as the Coach of the Year.
- The Jim Mahon Memorial Trophy is awarded for the first time to Bill Harris of Toronto as the League's highest scoring right winger.
- Montreal Jr. Canadiens suspend operations.
- 1972 Saul Ste. Marie Greyhounds franchise granted.
- Niagara Falls Flyers franchise moves to Sudbury.
- The Emms Family Award is presented for the first time to Dennis Maruk of the London Knights as the League's rookie of the year.
- Billy Harris of the Toronto Marlboros is drafted first overall by the New York Islanders in the 1972 NHL Entry Draft.
- 1973 Montreal franchise re-activated and moved to Kingston.
- Denis Potvin of the Ottawa 67's is drafted first overall by the New York Islanders in the 1973 NHL Entry Draft.
- 1974 League becomes an independent operation from the OHA opening a League administration office and establishing the Commissioner's position.
- Clarence "Tubby" Schmalz named the League's first Commissioner.
- League name changes to the Ontario Major Junior Hockey League.
- 1975 Windsor Spitfires expansion franchise granted.
- The League is re-aligned into a two division format.
- The Central Scouting Bureau is established to provide member teams with information about players eligible for the draft.
- 1976 The F.W. "Dinty" Moore Trophy is awarded for the first time to Mark Locken of Hamilton as the first year goaltender with the best goals against average.
- St. Catharines franchise moves to Niagara Falls.
- Hamilton franchise moves to St. Catharines.
- Rick Green of the London Knights is drafted first over all by the Washington Capitals in the 1976 NHL Entry Draft.
- 1977 St. Catharines franchise moves to Hamilton.
- The OHL All Star Game is played for the first time in Sudbury.
- 1977 Dale McCourt of the St. Catharines Fincups is drafted first overall by the Detroit Red Wings in the 1977 NHL Entry Draft.
- 1978 Bill Beagan becomes the League's second Commissioner.
- Hamilton franchise moves to Brantford.
- Bobby Smith of the Ottawa 67's is selected first over all by the Minnesota North Stars in the 1978 NHL Entry Draft.
- 1979 OHL Chairman of the Board Sherwood Bassin is named interim Commissioner following the departure of Beagan.
- David E. Branch is named Commissioner of the League.
- 1980 The Bobby Smith Trophy is awarded for the first time to Steve Konroyd of Oshawa as the League's scholastic player of the year.
- Rob Ramage of the London Knights is drafted first overall by the Colorado Rockies in the 1979 NHL Entry Draft.
- 1981 Belleville Bulls expansion franchise granted.
- Cornwall Royals transfer granted (from QMJHL).
- Jack Ferguson is appointed the League's Director of Central Scouting.
- 1982 Guelph Platers expansion franchise granted.
- Niagara Falls franchise moves to North Bay.
- 1983 The Leo LaLonde Memorial Trophy is awarded for the first time to Don McLaren of Ottawa as the League's average player of the year.
- 1984 Brantford franchise moves to Hamilton.
- 1985 Rosters expanded to allow two average players, previously only one was permitted.
- 1986 OHL All Star Game is replaced with the OHL/QMJHL All-Star Challenge
- Chris Clifford of the Kingston Canadiens becomes the first goaltender in League history to score a goal.

- 1988 Hamilton franchise moves to Niagara Falls.
- 1989 Toronto franchise moves to Hamilton.
Guelph franchise moves to Owen Sound.
Bill Long Award is awarded for the first time to Alec Campagnara for Distinguished Service to the OHL.
- 1990 Detroit Compuware Ambassadors expansion franchise granted.
- 1990 Owen Nolan of the Cornwall Royals is drafted first overall by the Quebec Nordiques in the 1990 NHL Entry Draft.
- 1991 Hamilton franchise moves to Guelph.
OHL/QMJHL All Star Challenge is replaced by the CHL All Star Challenge
- 1991 Eric Lindros of the Oshawa Generals is drafted first overall by the Quebec Nordiques in the 1991 NHL Entry Draft.
- 1992 Cornwall franchise moves to Newmarket.
- 1994 Barrie Colts expansion franchise granted for 1995-96 season.
Newmarket franchise moves to Sarnia.
Ed Jovanovski of the Windsor Spitfires is drafted first overall by the Florida Panthers in the 1994 NHL Entry Draft.
- 1995 The Detroit Jr. Red Wings set an OHL and CHL record for single game attendance when 19,875 fans came to the Joe Louis Arena for their game against Windsor.
Bryan Berard of the Detroit Jr. Red Wings is drafted first over-all by the Ottawa Senators in the 1995 NHL Entry Draft.
- 1996 Toronto St. Michael's Majors expansion franchise granted for the 1997-98 season
Niagara Falls franchise moves to Erie, PA.
First CHL Top Prospects Game is played at Maple Leaf Gardens in Toronto.
Barrie Colts set an OHL record for an expansion team with 28 wins and a .477 winning percentage.
The League is re-aligned into three divisions to accommodate the expansion Toronto St. Michael's Majors.
Brampton Battalion expansion franchise granted for the 1998-99 season.
- 1997 OHL All Star Game returns as the Bell All Star Cup held in Barrie.
Ottawa 67's coach Brian Kilrea sets a CHL record with 757 career victories.
Mississauga IceDogs expansion franchise granted for the 1998-99 season.
Joe Thornton of the Sault Ste. Marie Greyhounds is drafted first overall by the Boston Bruins in the 1997 NHL Entry Draft
- 1998 Bell All Star Cup hosted by the North Bay Centennials.
The League is re-aligned into a two conference, four division format.
- 1999 Bell All-Star Cup hosted by the Sarnia Sting.
- 2000 OHL All-Star Game is hosted by the Mississauga IceDogs .
Rosters expanded to allow three overage players.
- 2001 OHL participates in the CHL All-Star Series. Ontario game is hosted by the Guelph Storm.
The two-man referee system is adapted by the OHL.
- 2002 North Bay franchise moves to Saginaw, Michigan League division format is realigned to accommodate Saginaw.
Rick Nash of the London Knights is drafted first overall by the Columbus Blue Jackets in the 2002 NHL Entry Draft.
- 2003 Ottawa 67's coach Brian Kilrea becomes the first coach in CHL history to win 1,000 games.
- 2004 OHL All-Star Classic is hosted by the Peterborough Petes.
- 2005 OHL All-Star Classic is hosted by the Owen Sound Attack.
- 2006 Shootouts implemented to break a tie after overtime.
OHL All-Star Classic is hosted by the Belleville Bulls.
- 2007 OHL All-Star Classic is hosted by the Saginaw Spirit.
Mississauga IceDogs relocate to St. Catharines and become the Niagara IceDogs.
Toronto St. Michael's Majors relocate to Mississauga and become the Mississauga St. Michael's Majors.
Patrick Kane of the London Knights is selected first overall by the Chicago Black Hawks in the 2007 NHL Entry Draft.
- 2008 OHL All-Star Classic hosted by the S. S. Marie Greyhounds.
Steven Stamkos of the Sarnia Sting is selected first overall by the Tampa Bay Lightning in the 2008 NHL Entry Draft.
- 2009 OHL All-Star Classic is hosted by the Windsor Spitfires.
John Tavares of the London Knights is selected first overall by the New York Islanders in the 2009 NHL Entry Draft.
Brian Kilrea retires as coach of the Ottawa 67's.
All players must wear neck guards.
- 2010 OHL All-Star Classic is hosted by the Kingston Frontenacs.
Taylor Hall of the Windsor Spitfires is selected first overall in the NHL Entry Draft by the Edmonton Oilers.
- 2012 Nail Yakupov of the Sarnia Sting is selected first overall in the NHL Entry Draft by the Edmonton Oilers.
- 2013 Brampton Battalion franchise relocates to North Bay to become the North Bay Battalion.

BARRIE COLTS

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TEAM DIRECTORY

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General Manager

Jason Ford

Head Coach

Dale Hawerchuk

Assistant Coaches

Jay Wells, Todd Miller

Goalie Coach

Mike Rosati

Assistant to the GM and Head Coach

Dave Drinkill

Scouts

Rob Stewart

Steve Farquharson

Ian Meagher

Ike Rhodes

Ken Hornick

Angelo Nasato

Brian McGillis

Marc Bissonnette

Head Ath. Therapist/Equip. Manager

Andrew Sachkiw

Assistant Equipment Manager

John Madden

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Jim Payetta

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Jessica Puddifant

Manager of Media Relations

Andrew Cunningham

Hockey Administrator

Lorraine Smith

Academic Advisor

David Ferguson

Club Physician

Dr. Ian Maxwell

Club Dentist

Dr. Joseph Shocrylas

Club Surgeon

Dr. Gord Crawford



Howie Campbell



Jason Ford



Dale Hawerchuk



Matthew Kreis

TEAM INFORMATION

Home Arena: Barrie Molson Centre

Capacity: 4,195

Dimensions: 200' x 85'

Box Office: 705.739.7666

Arena Phone: 705.739.4220 x 4620

Arena Manager: Robin Groves

Press Box Location: Upper North side

Team Colours: Blue, Red & Gold

Training Camp: Barrie Molson Centre

FRANCHISE RECORD

Expansion franchise granted May 6, 1994

SEASON	NAME	GP	W	L	OTL	SL	PTS	GF	GA	FINISH
2012-13	Barrie Colts	68	44	20	2	2	92	245	185	1st (Central)
2011-12	Barrie Colts	68	40	23	3	2	85	248	110	2nd (Central)
2010-11	Barrie Colts	68	15	49	2	2	34	231	348	5th (Central)
2009-10	Barrie Colts	68	57	9	0	2	116	327	186	1st (Central)
2008-09	Barrie Colts	68	30	33	3	2	65	214	207	3rd (Central)
2007-08	Barrie Colts	68	28	34		6	62	185	223	4th (Central)
2006-07	Barrie Colts	68	48	19		1	97	273	193	1st (Central)
2005-06	Barrie Colts	68	43	21		4	90	258	194	2nd (Central)
2004-05	Barrie Colts	68	33	23	9	3	78	232	210	2nd (Central)
2003-04	Barrie Colts	68	31	21	12	4	78	196	171	3rd (Central)
2002-03	Barrie Colts	68	29	26	4	9	71	228	223	3rd (Central)
2001-02	Barrie Colts	68	38	19	9	2	87	226	192	2nd (Central)
2000-01	Barrie Colts	68	29	28	7	4	69	214	230	4th (Central)
1999-00	Barrie Colts	68	43	19	6	1	93	306	212	1st (Central)
1998-99	Barrie Colts	68	49	13	6		104	343	192	1st (Central)
1997-98	Barrie Colts	66	38	23	5		81	236	215	2nd (Central)
1996-97	Barrie Colts	66	33	23	10		76	272	236	3rd (Central)
1995-96	Barrie Colts	66	28	31	7		63	258	266	5th (Central)
Franchise Totals		1,218	659	434	85	44	1,441	4,492	3,793	Pct. .592

TEAM RECORDS

SEASON

Team

Most Points	(2009-10)	116
Most Goals	(1998-99)	343
Most Goals Against	(2010-11)	348
Fewest Goals Against	(2003-04)	171

Individual

Most Goals	Bryan Cameron (2009-10)	53
Most Assists	Sheldon Keefe (1999-00)	73
Most Points	Sheldon Keefe (1999-00)	121
Best GAA	Paulo Colaiacovo (2003-04)	2.34

GAME

Most Goals	4
Sheldon Keefe (March 12, 1999 at London); Alexandre Volchkov (Sept. 29, 1995 at London); Jeff Cawan (Jan. 11, 1996 vs. Peterborough); Luc Chaisson (Nov. 24, 2002 at Toronto); Bryan Little (March 4, 2004 vs. Owen Sound); Ryan Hamilton (Feb. 17, 2006 at Sudbury); Dylan Smaskawitz (Feb. 26, 2011 vs Kingston)	
Most Assists	6
Steven Beyers (Dec. 28, 2010 vs Owen Sound Attack)	
Most Points	6
Sheldon Keefe (January 7, 2000 at Ottawa); Steven Beyers (Dec. 28, 2010 vs Owen Sound Attack)	
Most Power-Play Goals	3
Jan Bulis (Feb. 11, 1996 vs. Ottawa); Ryan Hamilton (Feb. 17, 2006 at Sudbury); Tomas Marcinko (Oct. 13, 2007 at Saginaw)	
Most Shorthanded Goals	2
Mike Henderson (Feb. 6, 2000 vs. Mississauga); Nick Smith (Nov. 14, 1998 vs. Sudbury)	
Fastest Opening Goal	0:11
Tim Verbeek (Nov. 20, 1999 at Owen Sound)	
Fastest Period Goal	0:07
Ryan Hamilton (Dec. 2, 2005 at Erie); Steven Beyers (Dec. 11, 2010 vs Niagara)	
Fastest Two Goals by One Player	0:08
Sheldon Keefe (October 16, 1999 at Plymouth, 3rd period)	

Fastest Three Goals by One Player 7:39
Darrell Woodley (Nov. 19, 1995 vs. Kingston, 3rd period)

INDIVIDUAL GAME RECORDS — 2012-13

Most Goals	3
Andreas Athanasiou (Oct. 11, 2012 vs Saginaw); Mark Scheifele (Nov. 3, 2012 at Sault Ste. Marie); Ryan O'Connor (Dec. 6, 2012 vs Sudbury); Mark Scheifele (Nov. 24, 2012 vs Sault Ste. Marie); Anthony Camara (Sep. 20, 2012 at Ottawa); Zach Hall (Oct. 27, 2012 vs Niagara); Mark Scheifele (Feb. 13, 2013 at Ottawa); Mark Scheifele (Oct. 18, 2012 vs Ottawa); Mark Scheifele (Mar. 10, 2013 at Niagara)	
Most Assists	4
Zach Hall (Oct. 18, 2012 vs Ottawa)	
Most Points	6
Zach Hall (Oct. 18, 2012 vs Ottawa); Mark Scheifele (Oct. 18, 2012 vs Ottawa); Mark Scheifele (Feb. 13, 2013 at Ottawa)	
Most Power-Play Goals	3
Mark Scheifele (Oct. 18, 2012 vs Ottawa)	
Most Shorthanded Goals	1
10 times	
Fastest Opening Goal	0:19
Ryan O'Connor (Dec. 8, 2012 vs Kingston)	
Fastest Period Goal	0:18
Anthony Camara (Nov. 18, 2012 at Sudbury)	
Fastest Two Goals by One Player	3:24
Anthony Camara (Nov. 9, 2012 at Oshawa)	
Fastest Three Goals by One Player	12:24
Ryan O'Connor (Dec. 6, 2012 vs Sudbury)	
Longest Point Scoring Streak (Games)	12
Aaron Ekblad (Oct. 6, 2012 to Nov. 6, 2012. 4G, 4A)	
Longest Goal Scoring Streak (Games)	5
Mark Scheifele (Jan. 10, 2013 to Feb. 13, 2013. 8G, 8A); Anthony Camara (Sep. 29, 2012 to Oct. 12, 2012. 5G, 5A)	

BARRIE COLTS

2013 OHL PRIORITY SELECTIONS

RD	NO	NAME	HOMETOWN	POS	HT	WT	BIRTHDATE
1	15	Matthew Kreis	Georgetown, Ont.	Centre	5.10	155	8/1/1997
4	63	Rocky Kouro	Mississauga, Ont.	Defence	6.01	200	4/12/1997
5	90	Drew Worrad	Denfield, Ont.	Centre	5.11	146	6/30/1997
7	137	Kevin Labelle	Garson, Ont.	Goaltender	6.02	184	1/21/1997
8	146	Tristan Whynot	Russell, Ont.	Defence	6.01	150	3/24/1997
9	175	Kody Gagnon	Belle River, Ont.	Defence	6.01	170	1/2/1997
10	187	Nick Azor	Grasse Pointe Park, MI	Defence	6.03	195	1/13/1997
10	195	Adrian Carbonara		Right Wing	6.01	173	3/12/1997
11	215	Karch Bachman	Walcottville, IN	Centre	5.11	165	3/10/1997
12	235	Quinn Eden	Uxbridge, Ont.	Centre	6.02	187	11/7/1997
13	255	Tyler Rollo	Burlington, Ont.	Left Wing	5.08	130	7/30/1997
14	275	Brenden Locke	Iroquois Falls, Ont.	Centre	5.08	152	10/9/1997
15	286	Michael Choma	Oakville, Ont.	Left Defence	6.00	194	4/13/1997
CHL Import Draft							
1	47	Daniel Gibl		Goaltender	6.02	185	8/28/1995
2	107	Adrian Kempe	Kramfors, Sweden	Centre	6.01	178	9/13/1996

HEAD COACH

Dale Hawerchuk

Born: April 4, 1963, Toronto, Ontario

Coaching Record

Year	Club	GP	W	L	OTL	SL	PTS	Finish
2010-11	Barrie Colts	68	15	49	2	2	34	5th (Central)
2011-12	Barrie Colts	68	40	23	3	2	85	2nd (Central)
2012-13	Barrie Colts	68	44	20	2	2	92	1st (Central)
	OHL Totals	204	99	92	7	6	211	Pct. .517

Coaching History

Bert Templeton, 1995-96 to 1998-99; Bill Stewart, 1999-2000; Bud Stefanski, 2000-01 to 2003-04, Marty Williamson 2004-05 to 2009-10, Dale Hawerchuk 2010-11 to date.

2012-13 TEAM RECORD

	W	L	OTL	SL		W	L	OTL	SL
Overall Record:	44	20	2	2	vs. Belleville	1	1	0	0
Home Record:	27	5	1	1	vs. Brampton	1	5	0	0
Road Record:	17	15	1	1	vs. Erie	0	2	0	0
Overtime Record:	5	3			vs. Guelph	1	1	0	0
					vs. Kingston	3	1	0	0
vs. East Division Opponents	15	3	0	0	vs. Kitchener	2	0	0	0
vs. Central Division Opponents	16	9	0	1	vs. London	0	1	0	1
vs. West Division Opponents	8	1	1	0	vs. Mississauga	5	1	0	0
vs. Midwest Division Opponents	5	7	1	1	vs. Niagara	6	0	0	0
					vs. Oshawa	3	1	0	0
September Record	3	2	0	0	vs. Ottawa	4	0	0	0
October Record	8	1	0	1	vs. Owen Sound	2	3	1	0
November Record	8	5	0	0	vs. Peterborough	4	0	0	0
December Record	5	3	0	0	vs. Plymouth	2	0	0	0
January Record	8	4	0	1	vs. Saginaw	1	1	0	0
February Record	6	4	2	0	vs. Sarnia	1	0	1	0
March Record	6	1	0	0	vs. Sault Ste. Marie	2	0	0	0
					vs. Sudbury	4	3	0	1
Playoff Record:	15	7			vs. Windsor	2	0	0	0

BELLEVILLE BULLS

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George Burnett

Assistant GM/Dir. of Player Personnel

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Jason Supryka

Sebastien Farrese

Goaltending Coach

Ryan Bennett

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Wade Branch

Scouts

Kevin Gould

Mike Taylor

Armand Vincent

Dave Steenburgh

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Josh Sweetland

Communications/Com. Rel. Coordinator

Matt Munro

Game Night Coordinator

Michelle Moynes

Finance

Peggy Burris

Educational Advisor

Dr. Maraghi, Dr. Webster

Club Physicians

Dr. Tucker, Dr. MacMahon

Club Dentists

Dr. Collins



Gord Simmonds



George Burnett



Jake Grimes



Justin Lemcke

TEAM INFORMATION

Home Arena: Belleville Yardmen Arena

Capacity: 3,257

Dimensions: 199.5' x 99.5'

Box Office Phone: 613.966.8338, x 3885

Arena Phone: 613.966.7305

Arena Manager: Peter Lyng

Press Box Location: West side balcony

Media Room: South end concourse between Wally Dever and Yardmen Arena

Team Colours: Black, red and gold

Training Camp: Yardmen Arena

Affiliated Team: Wellington Jr. A

Manager: Marty Abrams

BELLEVILLE BULLS

FRANCHISE RECORD

Expansion franchise granted February 2, 1981

SEASON	NAME	GP	W	L	OTL	SL	PTS	GF	GA	FINISH
2012-13	Belleville Bulls	68	44	16	5	3	96	228	167	1st (East)
2011-12	Belleville Bulls	68	35	32		1	71	200	221	2nd (East)
2010-11	Belleville Bulls	68	21	43		4	46	175	272	4th (East)
2009-10	Belleville Bulls	68	20	40		8	48	189	263	5th (East)
2008-09	Belleville Bulls	68	47	17		4	98	258	176	1st (East)
2007-08	Belleville Bulls	68	48	14		6	102	280	175	1st (East)
2006-07	Belleville Bulls	68	39	24		5	83	260	227	1st (East)
2005-06	Belleville Bulls	68	32	28		8	72	202	225	3rd (East)
2004-05	Belleville Bulls	68	29	29	6	4	68	176	208	3rd (East)
2003-04	Belleville Bulls	68	15	44	8	1	39	172	279	5th (East)
2002-03	Belleville Bulls	68	33	27	6	2	74	195	200	3rd (East)
2001-02	Belleville Bulls	68	39	23	4	2	84	279	218	1st (East)
2000-01	Belleville Bulls	68	37	23	5	3	82	275	224	1st (East)
1999-00	Belleville Bulls	68	44	22	2		90	319	227	2nd (East)
1998-99	Belleville Bulls	68	39	22	7		85	334	246	2nd (East)
1997-98	Belleville Bulls	66	41	22	3		85	315	239	2nd (East)
1996-97	Belleville Bulls	66	22	37	7		51	235	278	5th (East)
1995-96	Belleville Bulls	66	35	26	5		75	300	250	3rd (East)
1994-95	Belleville Bulls	66	32	31	3		67	295	287	4th (East)
1993-94	Belleville Bulls	66	32	28	6		70	303	264	4th (Leyden)
1992-93	Belleville Bulls	66	21	34	11		53	280	315	6th (Leyden)
1991-92	Belleville Bulls	66	27	27	12		66	314	293	6th (Leyden)
1990-91	Belleville Bulls	66	38	21	7		83	324	280	3rd (Leyden)
1989-90	Belleville Bulls	66	36	26	4		76	301	247	5th (Leyden)
1988-89	Belleville Bulls	66	27	35	4		58	292	322	6th (Leyden)
1987-88	Belleville Bulls	66	32	30	4		68	297	275	4th (Leyden)
1986-87	Belleville Bulls	66	26	39	1		53	292	347	5th (Leyden)
1985-86	Belleville Bulls	66	37	27	2		76	305	268	2nd (Leyden)
1984-85	Belleville Bulls	66	42	24	0		84	390	278	2nd (Leyden)
1983-84	Belleville Bulls	70	33	37	0		66	319	304	5th (Leyden)
1982-83	Belleville Bulls	70	34	36	0		68	342	332	6th (Leyden)
1981-82	Belleville Bulls	68	24	42	2		50	280	326	7th (Leyden)
	Franchise Totals	2,152	1,061	926	114	51	2,286	8,726	8,233	Pct. .531

TEAM RECORDS

SEASON

Team

Most Points	(2007-08)	102
Most Goals	(1984-85)	390
Most Goals Against	(1986-87)	347
Fewest Goals Against	(2007-08)	175

Individual

Most Goals	Dave MacLean (1984-85) Randy Rowe (2000-01)	64
Most Assists	Dave MacLean (1984-85)	90
Most Points	Dave MacLean (1984-85)	154
Best G.A.A.	Mike Murphy (2008-09)	2.08

GAME

Most Goals	5
Brent Gretzky (Jan. 7, 1992 at Sudbury), Joe Coombs (Jan. 26, 1996 at Kingston)	
Most Assists	7
Brad Gratton (Jan. 9, 1987 vs. Ottawa)	
Most Points	8
Dan Quinn (Jan. 8, 1983 vs. Guelph); Jason Lafreniere (Dec. 11, 1985 vs. London); Brad Gratton (Jan. 9, 1987 vs. Ottawa); Jason Spozza (Feb. 9, 2002 vs. London and March 9, 2002 vs. Toronto)	
Most Powerplay Goals	4
Jonathan Cheechoo (Feb. 26, 2000 vs. Oshawa)	
Most Shorthanded Goals	2
7 times	
Fastest Opening Goal	0:07
Mike Savage (Jan. 1, 1984 vs. Kingston)	
Fastest Period Goal	0:06
Matt Beleskey (Oct. 7, 2006 vs Kingston)	
Fastest Two Goals by One Player	0:07
Stan Drulia (Nov. 17, 1985 at Toronto - 1st period)	

Fastest Three Goals by One Player

5:30 Jarret Reid (Jan. 28, 1994 at Oshawa)

INDIVIDUAL GAME RECORDS — 2012-13

Most Goals	3
Alan Quine (Feb. 20, 2013 vs Ottawa), Tyler Graovac (Feb. 13, 2013 vs Kingston), Brendan Gougeon (Mar. 13, 2013 vs Oshawa/ Feb. 16, 2013 vs Sudbury), Daniil Zhorkov (Jan. 30, 2013 vs Kingston), Jordan Subban (Feb. 16, 2013 vs Sudbury), Joseph Cramarossa (Jan. 11, 2013 at Kingston)	
Most Assists	5
Alan Quine (Jan. 30, 2013 vs Kingston)	
Most Points	6
Alan Quine (Jan. 30, 2013 vs Kingston)	
Most Power-Play Goals	1
48 times	
Most Shorthanded Goals	1
6 times	
Fastest Opening Goal	0:17
Brady Austin (Mar. 9, 2013 at Barrie)	
Fastest Period Goal	0:17
Brady Austin (Mar. 9, 2013 at Barrie)	
Fastest Two Goals by One Player	0:09
Scatt Simmonds (Feb. 20, 2013 vs Ottawa)	
Fastest Three Goals by One Player	18:25
Tyler Graovac (Feb. 13, 2013 vs Kingston)	
Longest Point Scoring Streak (Games)	8
Tyler Graovac (Feb. 16, 2013 to Mar. 2, 2013. 6G, 6A)	
Longest Goal Scoring Streak (Games)	4
Tyler Graovac (Feb. 18, 2013 to Feb. 24, 2013. 5G, 5A)	

2013 OHL PRIORITY SELECTIONS

RD	NO	NAME	HOMETOWN	POS	HT	WT	BIRTHDATE
1	18	Justin Lemcke	Whitby, Ont.	Right Defence	6.01	192	2/13/1997
2	38	Jake Bricknell	Port Perry, Ont.	Centre	5.11	194	7/15/1997
4	78	Adom Laishram	Ashburn, Ont.	Right Wing	5.08	155	4/8/1997
5	86	Maurizio Colella	Tottenham, Ont.	Left Wing	5.11	183	3/21/1997
5	96	Josh Supryka	Belleville, Ont.	Centre	6.00	158	3/17/1997
6	118	Simon Besner	North Lancaster, Ont.	Left Defence	5.11	185	2/11/1997
7	130	Connor Hicks	Kanoto, Ont.	Goaltender	6.01	166	2/20/1997
7	135	Matt Luff	Oakville, Ont.	Right Wing	5.11	153	5/5/1997
8	158	Dallas Baird	Pickering, Ont.	Centre	5.11	177	5/13/1997
9	178	Justin Bean	Pickering, Ont.	Right Defence	6.01	175	6/25/1996
10	198	Josh LeBlanc	Odessa, Ont.	Centre	5.08	168	5/28/1997
11	216	Stephen Mariani	Woodbridget, Ont.	Right Wing	5.10	207	5/26/1997
11	218	Justin Shoychet-McCully	Thornhill, Ont.	Left Wing	6.00	210	1/10/1997
12	238	Christian DeDonoto	Newmarket, Ont.	Left Defence	5.08	157	1/20/1997
13	258	Brock Tufts	Belleville, Ont.	Goaltender	5.10	180	6/30/1997
14	278	Derek Diorio	London, Ont.	Left Defence	5.09	174	7/24/1997
15	298	William Ward	Whitby, Ont.	Right Wing	5.08	160	10/2/1997
CHL Import Draft							
1	56	David Tomosek	Progue, Czech	Centre	5.11	170	2/10/1996

HEAD COACH

George Burnett

Born: Port Perry, Ontario, March 25, 1962

Coaching Record

Year	Club	GP	W	L	OTL	SL	PTS	Finish
1989-90	Niagara Falls Thunder	46	19	25	2		40	6th (Emms)
1990-91	Niagara Falls Thunder	66	39	18	9		87	2nd (Emms)
1991-92	Niagara Falls Thunder	66	39	23	4		82	2nd (Emms)
1997-98	Guelph Storm	66	42	18	6		90	1st (Central)
2000-01	Oshawa Generals	68	20	36	7	5	52	5th (East)
2001-02	Oshawa Generals	68	23	33	7	5	58	4th (East)
2002-03	Oshawa Generals	68	34	30	2	2	72	4th (East)
2003-04	Oshawa Generals	68	30	29	8	1	69	3rd (East)
2004-05	Belleville Bulls	68	29	29	6	4	68	3rd (East)
2005-06	Belleville Bulls	68	32	28		8	72	3rd (East)
2006-07	Belleville Bulls	68	39	24		5	83	1st (East)
2007-08	Belleville Bulls	68	48	14		6	102	1st (East)
2008-09	Belleville Bulls	68	47	17		4	98	1st (East)
2009-10	Belleville Bulls	68	20	40		8	48	5th (East)
2010-11	Belleville Bulls	68	21	43		4	46	4th (East)
2011-12	Belleville Bulls	68	35	32		1	71	2nd (East)
2012-13	Belleville Bulls	68	44	16	5	3	96	1st (East)
	OHL Totals	1,128	561	455	51	61	1,234	Pct. .547

Coaching History

Larry Movety 1981-82 to 1987-88, Danny Flynn 1988-89 to 1989-90, Shawn MacKenzie 1990 (playoffs), Larry Movety 1990-91 to 1996-97, Lou Crawford 1997-98 to 1999-00; Jim Hulton 2000-01 to 2002-03, James Boyd 2003-04, George Burnett 2004-05 to present.

2012-13 TEAM RECORD

	W	L	OTL	SL		W	L	OTL	SL
Overall Record:	44	16	5	3	vs. Barrie	1	0	1	0
Home Record:	25	6	2	1	vs. Brampton	3	1	0	0
Road Record:	19	10	3	2	vs. Erie	2	0	0	0
Overtime Record:	2	7			vs. Guelph	2	0	0	0
					vs. Kingston	5	3	0	0
vs. East Division Opponents	17	9	1	3	vs. Kitchener	2	0	0	0
vs. Central Division Opponents	11	5	2	0	vs. London	1	0	1	0
vs. West Division Opponents	8	1	1	0	vs. Mississauga	2	2	0	0
vs. Midwest Division Opponents	8	1	1	0	vs. Niagara	2	1	1	0
					vs. Oshawa	3	4	1	0
September Record	2	2	0	0	vs. Ottawa	7	1	0	0
October Record	6	2	1	0	vs. Owen Sound	1	1	0	0
November Record	7	4	2	1	vs. Peterborough	2	1	0	3
December Record	6	3	0	0	vs. Plymouth	2	0	0	0
January Record	7	2	0	2	vs. Saginaw	0	1	1	0
February Record	11	1	0	0	vs. Sarnia	2	0	0	0
March Record	5	2	2	0	vs. Sault Ste. Marie	2	0	0	0
					vs. Sudbury	3	1	0	0
Playoff Record:	11	6			vs. Windsor	2	0	0	0

ERIE OTTERS

Erie Civic Center • 201 East 8th Street, Erie, Pennsylvania 16503

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TEAM DIRECTORY

General Manager/Managing Partner	Sherwood Bassin
Head Coach	Kris Knoblauch
Assistant Coaches	Chris Hartsburg, Vince Laise
Goaltending Coach	Cam MacDonald
Head Trainer	Scott McLay
Equipment Manager	Kevin Putzig
Head Scout	Walt Wingfield
Scouts	Rob Alderman, Scott Halpenny, Ray Irwin, Mark Nelson, Dr. Mike Viezel, Devin Brown
Asst. Director of Hockey Operations	Dave Brown
Director of Operations	John Frey
Media Relations Manager	Aaron Cooney
Assistant Director of Operations	Jaime Cieszynski
Director of Sales	Paul Pilatowski
Director of Merchandise and Marketing	Amber Johnson
Promotions Manager	Eric Nelson
Group Sales Manager	Torin Lucas
Front Office Manager	Darcie Chabola
Sales Associates	Don Patsy, Steve Metzler, Michael Vitron
Accountant	Patricia Curtis
Academic Advisor	Amber Johnson
Orthopedic Physician	LECOM
Family Physician	Dr. Dennis Scully
Chiropractor	Dr. Richard Hulse



Sherwood Bassin



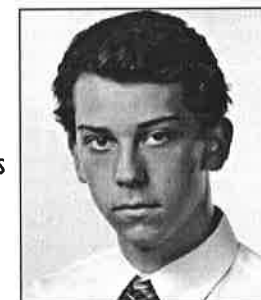
Kris Knoblauch



Dave Brown

TEAM INFORMATION

Home Arena	Erie Insurance Arena	Dimensions	200' x 85'
Capacity	6,833	Arena Manager	Ray Williams
Box Office Phone	814.452.4857	Media Room	North end, ice level
Arena Phone	814.453.7117	Team Colours	Navy, Red & Gold
Press Box Location	Club Level - 304		
Training Camp	Erie, PA		



Dylan Strome

TEAM RECORD

Since 1996-97

SEASON	NAME	GP	W	L	OTL	SL	PTS	GF	GA	FINISH
2012-13	Erie Otters	68	19	40	4	5	47	206	312	5th (Midwest)
2011-12	Erie Otters	68	10	52		6	26	169	338	5th (Midwest)
2010-11	Erie Otters	68	40	26		2	82	281	227	3rd (Midwest)
2009-10	Erie Otters	68	33	28		7	73	257	259	4th (Midwest)
2008-09	Erie Otters	68	34	29		5	73	233	239	3rd (Midwest)
2007-08	Erie Otters	68	18	46		4	40	206	343	5th (Midwest)
2006-07	Erie Otters	68	15	50		3	33	209	378	5th (Midwest)
2005-06	Erie Otters	68	26	35		7	59	219	266	5th (Midwest)
2004-05	Erie Otters	68	31	26	6	5	73	186	207	4th (Midwest)
2003-04	Erie Otters	68	29	26	6	7	71	221	212	5th (Midwest)
2002-03	Erie Otters	68	24	35	6	3	57	181	248	5th (Midwest)
2001-02	Erie Otters	68	41	22	4	1	87	246	218	1st (Midwest)
2000-01	Erie Otters	68	45	11	10	2	102	264	171	1st (Midwest)
1999-00	Erie Otters	68	33	28	4	3	73	224	229	1st (Midwest)
1998-99	Erie Otters	68	31	33	4		66	271	297	3rd (Midwest)
1997-98	Erie Otters	66	33	28	5		71	261	252	4th (West)
1996-97	Erie Otters	66	23	36	7		53	240	260	5th (Central)
	Totals	1,152	485	551	56	60	1,086	3,874	4,456	Pct. .471

Erie was originally the Hamilton Red Wings, renamed Fincups in 1974-75, moved to St. Catharines in 1976-77, to Hamilton in 1977-78,, moved to Brantford Alexanders in 1978, Hamilton Steelhawks in 1984, Niagara Falls Thunder in 1988

TEAM RECORDS

SEASON

Team		
Most Points	(1976-77)	105
Most Goals	(1976-77)	438
Most Goals Against	(1979-80)	398
Fewest Goals Against	(2000-01)	171

Individual

Most Goals	Mike Bullard (79-80)	66
	Mike Millor (84-85)	
Most Assists	Bryan Fogarty (1988-89)	108
Most Points	Bryan Fogarty (1988-89)	155
Best G.A.A.	Adam Munro (2000-01)	2.31

GAME

Most Goals	6
Colin Miller (Oct 13, 1988 vs North Boy)	
Most Assists	6
Steve Hazlett (Jan 3, 1978 vs Windsor), Steve Locke (Oct 13, 1988 vs North Boy), Bryan Fogarty (Jan 12, 1989 at North Boy)	
Most Points	8
Bryan Fogarty (Nov 11, 1988 at Sby, Jan 12, 1989 at NB)	
Most Powerplay Goals	3
Scott Vanderburgh (1979-80), Daryl Evans (1980-81)	
Mike Millor (1983-84), Colin Miller and Stan Drulia (1988-89)	
Most Shorthanded Goals	3
Mike Hoffman (Dec 26, 1982 vs Guelph)	
Fastest Opening Goal	0:10
Denis Houle (Nov 8 1977 vs. Toronto), Shawn McCosh (Jan 8 1989 vs Windsor), Brad Bonello (Nov. 15 2003 vs. Owen Sound)	
Fastest Period Goal	0:05
Rob Street (Dec 16, 1975 vs Kitchener - 2nd period)	
Fastest Two Goals by One Player	0:04
Rick Pickersgill (Jan 9, 1983 vs Kingston - 2nd period)	

Fastest Three Goals by One Player 1:26
Stan Drulia (Oct 13, 1988 vs North Boy - 3rd period)

INDIVIDUAL GAME RECORDS – 2012-13

Most Goals	3
Connor Brown (Oct. 26, 2012 vs S.S. Marie/ Jan. 9, 2013 vs Owen Sound), Done Fox (Jan. 5, 2013 vs Sarnio), Connor Crisp (Dec. 13, 2012 at Niagara)	
Most Assists	4
Connor McDavid (Mar. 16, 2013 vs Guelph)	
Most Points	4
J.P. Labardo (Jan. 18, 2013 at Sarnio), Connor Brown (Nov. 9, 2012 vs Peterborough), Connor McDavid (Mar. 16, 2013 vs Guelph)	
Most Power-Play Goals	2
Connor Brown (Oct. 26, 2012 vs S.S. Marie/Nov. 2, 2012 vs Owen Sound)	
Most Shorthanded Goals	1
9 times	
Fastest Opening Goal	1:50
Connor Brown (Jan. 9, 2013 vs Owen Sound)	
Fastest Period Goal	0:10
Luke Cairns (Oct. 5, 2012 vs Brampton)	
Fastest Two Goals by One Player	2:45
Connor Brown (Nov. 2, 2012 vs Owen Sound)	
Fastest Three Goals by One Player	11:41
Connor Brown (Oct. 26, 2012 vs Soult Ste. Marie)	
Longest Point Scoring Streak (Games)	15
Connor McDavid (Sep. 21, 2012 to Nov. 2, 2012. 8G, 8A)	
Longest Goal Scoring Streak (Games)	4
Connor Brown (Nov. 2, 2012 to Nov. 9, 2012. 6G, 6A) Connor McDavid (Nov. 9, 2012 to Nov. 16, 2012. 5G, 5A)	

ERIE OTTERS

2013 OHL PRIORITY SELECTIONS

RD	NO	NAME	HOMETOWN	POS	HT	WT	BIRTHDATE
1	2	Dylan Strome	Mississauga, Ont.	Centre	6.02	170	3/7/1997
2	21	Jesse Sobon	Lindsay, Ont.	Left Defence	6.01	195	1/14/1997
3	42	Cole Mayo	London, Ont.	Right Defence	5.11	200	1/18/1997
5	80	Trent Fox	Thamesville, Ont.	Centre	6.00	163	7/16/1997
6	106	Sean Kohler	Oakville, Ont.	Left Wing	5.08	170	6/27/1997
7	123	Patrick Fellows	Mississauga, Ont.	Left Wing	6.01	157	6/17/1997
8	141	T.J. Fergus	Oakville, Ont.	Left Defence	5.09	153	3/25/1997
9	161	Nathan Kwiecinski	Livonia, MI	Right Defence	6.01	186	2/2/1996
10	197	Cosimo Lazzarino	Kleinburg, Ont.	Goaltender	6.01	175	6/1/1997
11	201	Matthew Baker	Midhurst, Ont.	Centre	5.07	136	2/21/1997
12	221	Frankie Pucci	Sault Ste. Marie, Ont.	Centre	5.05	124	1/18/1997
13	241	Jack Scanlan	Penetanguishene, Ont.	Right Wing	5.09	161	10/31/1997
14	261	Owen Headrick	Garden River, Ont.	Right Defence	5.09	188	8/23/1997
15	281	Trayvon Henry	Parry Sound, Ont.	Centre	6.01	160	3/4/1997
CHL Import Draft							
1	5	Andre Burakovsky	Klagenfurt, Austria	Left Wing	6.01	178	2/9/1995

HEAD COACH

Kris Knoblauch

Born: September 24, 1978 in Imperial, SK

Coaching Record

Year	Club	GP	W	L	OTL	SL	PTS	Finish
2010-11	Kootenay Ice (WHL)	72	46	21	5	-	97	
2011-12	Kootenay Ice (WHL)	72	36	26	10	-	82	
2012-13	Erie Otters	68	19	40	4	5	47	5th (Midwest)

Coaching History

Bert Templeton, 1974-77; Bert Templeton and Dave Draper 1977-78; Dave Draper 1978-79; Ron Carroll 1979-80; Ron Carroll, Dave Draper and Ken Gratton 1980-81; Bep Guidolin and Dave Draper, 1981-82; Dave Draper 1982-83 to 1983-84; Dave Draper and Bill LaForge, 1984-85; Bill LaForge 1985-86 to 1988-89; Bill LaForge and George Burnett, 1989-90; George Burnett, 1990-91 to 1991-92; Larry Marson, 1992-93; Larry Marson, Randy Hall and Chris Johnstone, 1993-94; Chris Johnstone, 1994-95 to 1995-96; Chris Johnstone and Dale Dunbar, 1996-97; Dale Dunbar, 1997-98; Paul Theriault, 1998-99; Dave MacQueen, 1999-00 to 2005-06; Peter Sidorkiewicz 2006-07 to 2007-08; Robbie Ftocek 2007-08 to 2011-12, Kris Knoblauch 2012-13 to date.

2012-13 TEAM RECORD

	W	L	OTL	SL		W	L	OTL	SL
Overall Record:	19	40	4	5	vs. Barrie	2	0	0	0
Home Record:	12	16	1	5	vs. Belleville	0	1	0	1
Road Record:	7	24	3	0	vs. Brampton	1	1	0	0
Overtime Record:	2	4			vs. Guelph	2	3	1	0
					vs. Kingston	0	1	1	0
vs. East Division Opponents	5	3	1	1	vs. Kitchener	2	6	0	0
vs. Central Division Opponents	4	10	0	0	vs. London	2	3	0	1
vs. West Division Opponents	3	10	2	3	vs. Mississauga	0	2	0	0
vs. Midwest Division Opponents	7	17	1	1	vs. Niagara	1	5	0	0
					vs. Oshawa	2	0	0	0
September Record	1	3	1	0	vs. Ottawa	1	1	0	0
October Record	3	5	0	2	vs. Owen Sound	1	5	0	0
November Record	3	8	1	1	vs. Peterborough	2	0	0	0
December Record	5	5	0	0	vs. Plymouth	0	2	2	0
January Record	3	5	1	2	vs. Saginaw	2	1	0	1
February Record	2	10	0	0	vs. Sarnia	0	3	0	1
March Record	2	4	1	0	vs. Sault Ste. Marie	0	1	0	1
					vs. Sudbury	0	2	0	0
					vs. Windsor	1	3	0	0

GUELPH STORM

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TEAM DIRECTORY

Governor

President

Vice-President and General Manager

Head Coach

Assistant GM

Assistant Coaches

Goaltending Coach

Strength/Conditioning Coach

Skating Coach

Head Athletic Therapist

Full-time Athletic Therapist

Equipment Manager

Assistant Trainer

Head Scout

Coordinator of Player Development

Scouting Coordinator

Scouts

Director of Business Operations

Office / Box Office Manager

Community Relations Coordinator

Media & Special Event Coordinator

Manager of Branding and Merchandise

Academic Advisor

Club Physician

Sports Psychologist

Rick Gaetz

Rick Hoyle

Mike Kelly

Scott Walker

Chris Hajt

Bill Stewart

Todd Harvey

Matt Smith

Nathan Gillies

Barb Underhill

Shane Mabey

Lori Stevenson

Russ Hammond

Doug Robertson

Chris McCleary

Regan Stocco

Bob Kapustik

Steve Bisson, Mike Callahan,

Cliff Long, Jim Mancuso,

Joe Migliaccio, Bob Rivet

Bob Kapustik, Regan Stocco,

Randall Paquette

Matt Newby

Melanie Mohr

Sarah Twigger

Lindsay Newby

Phil Golding

Coleen Driscoll, Shari Dorr

Dr. Johnathan Davids

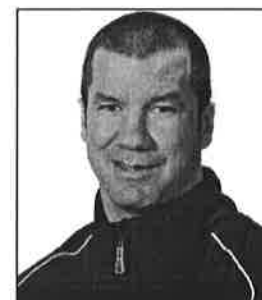
Dr. Neil Widmeyer



Rick Gaetz



Mike Kelly



Scott Walker



Garrett McFadden

TEAM INFORMATION

Home Arena	Sleeman Centre	Capacity	4,715 (4,981 w/ standing)
Dimensions of Rink	200' x 85'	Arena Phone	519.822.4900
Arena Manager	Rich Grau	Box Office	519.837.9690 x 102/3
Team Colours	Crimson and White	Press Box	Enter Gate 1
Training Camp	Sleeman Centre		or Pass Holders Gate
Affiliated Team	Guelph Hurricanes Jr. B	Manager	Rob Kirk

GUELPH STORM

FRANCHISE RECORD

SEASON	NAME	GP	W	L	OTL	SL	PTS	GF	GA	FINISH
2012-13	Guelph Storm	68	39	23	2	4	84	253	210	4th (Midwest)
2011-12	Guelph Storm	68	31	31		6	68	234	238	4th (Midwest)
2010-11	Guelph Storm	68	34	27		7	75	249	258	4th (Midwest)
2009-10	Guelph Storm	68	35	29		4	74	242	255	3rd (Midwest)
2008-09	Guelph Storm	68	35	26		7	77	226	209	2nd (Midwest)
2007-08	Guelph Storm	68	34	25		9	77	213	187	3rd (Midwest)
2006-07	Guelph Storm	68	33	23		12	78	215	200	3rd (Midwest)
2005-06	Guelph Storm	68	40	24		4	84	232	206	3rd (Midwest)
2004-05	Guelph Storm	68	23	34	10	1	57	167	189	5th (Midwest)
2003-04	Guelph Storm	68	49	14	5	0	103	276	182	2nd (Midwest)
2002-03	Guelph Storm	68	29	28	9	2	69	217	208	3rd (Midwest)
2001-02	Guelph Storm	68	37	23	7	1	82	264	235	2nd (Midwest)
2000-01	Guelph Storm	68	34	23	9	2	79	227	205	2nd (Midwest)
1999-00	Guelph Storm	68	29	35	4	1	63	250	256	4th (Midwest)
1998-99	Guelph Storm	68	44	22	2		90	300	218	1st (Midwest)
1997-98	Guelph Storm	66	42	18	6		90	263	189	1st (Central)
1996-97	Guelph Storm	66	35	25	6		76	300	251	2nd (Central)
1995-96	Guelph Storm	66	45	16	5		95	297	186	1st (Central)
1994-95	Guelph Storm	66	47	14	5		99	330	200	1st (Central)
1993-94	Guelph Storm	66	32	28	6		70	323	290	3rd (Emms)
1992-93	Guelph Storm	66	27	33	6		60	298	360	7th (Emms)
1991-92	Guelph Storm	66	4	51	11		19	235	435	8th (Emms)
Totals (since 1991)		1,414	724	503	93	53	1,594	5,362	4,909	Pct. .564

Franchise was originally the Toronto Marlboros until 1989, Dukes of Hamilton 1989-90 to 1990-91, became Guelph Storm in 1991.

TEAM RECORDS

SEASON										
Team										
Fastest Two Goals by One Player										0:05
Bruce Boudreau (Feb 16, 1975 vs Peterborough - 2nd period)										
Fastest Three Goals by One Player										0:39
Mark Napier (Dec 15, 1974 vs Oshawa - 3rd period)										
Individual										
Most Points	(1974-75)	105								
Most Goals	(1974-75)	469								
Most Goals Against	(1991-92)	435								
Fewest Goals Against	(1995-96)	186								
Individual										
Most Goals	Steve Shutt (1970-71)	70								
Most Assists	Bruce Boudreau (1974-75)	97								
Most Points	Bruce Boudreau (1974-75)	165								
Best G.A.A.	Thomas McCollum (2007-08)	2.39								
GAME										
Most Goals		6								
Maria Simiani (Oct 17, 1982 vs Guelph), Garry Lacey (Jan 15, 1984 vs Kingston), Steve Thomas (Mar 11, 1984 vs Kingston), Jack MacKeigan (Jan 4, 1986 vs Ottawa)										
Most Assists		7								
Tim Armstrong (Jan 4, 1986 vs Ottawa)										
Most Points		10								
Steve Thomas (Mar 11, 1984 vs Kingston)										
Most Powerplay Goals		3								
Todd Bidner (Dec 10, '80 vs Oshawa), Jeff Triana (Oct 10, '82 at Kingston), Jeff Bes (Nov 27, '91 vs Sault Ste. Marie), Jamie Wright (Sep 29, '94 vs Kitchener), Brian Willsie (Sep 27, '96 vs Oshawa), Calt King (Oct. 15, '00 at Mississauga), Brandon Buck (Jan. 2, '08 at Erie), Drew Doughty (Sep. 30, '07 vs London)										
Most Shorthanded Goals		2								
7 times.										
Fastest Opening Goal		0:09								
Sylvain Cloutier (Feb 26, 1992 at Owen Sound) Jamie Wright (Mar 18, 1994 at London)										
Fastest Period Goal		0:09								
Jahn Tanelli (Nov 17, '74 at Sault Ste. Marie), Maria Simiani (Dec 13, '81 vs Kitchener), Yvon Corriveau (Mar 8, '86 vs Ottawa), Jamie Wright (Oct 6, '95 vs Detroit)										
Fastest Two Goals by One Player										2:19
Brack McGinn (Feb. 22, 2013 vs Niagara)										
Fastest Three Goals by One Player										11:19
Brack McGinn (Feb. 22, 2013 vs Niagara)										
Longest Point Scoring Streak (Games)										13
Tanner Richard (Sep. 28, 2012 to Nov. 3, 2012. 2G, 2A)										
Longest Goal Scoring Streak (Games)										6
Brack McGinn (Jan. 13, 2013 to Jan. 26, 2013. 8G, 8A)										

2013 OHL PRIORITY SELECTIONS

RD	NO	NAME	HOMETOWN	POS	HT	WT	BIRTHDATE
1	12	Garrett McFadden	Kincardine, Ont.	Left Defence	5.09	195	8/21/1997
2	32	Luke Kirwan	Dewitt, NY	Left Wing	6.01	216	9/23/1997
3	52	Adam Craievich	Sarnia, Ont.	Right Wing	6.00	189	5/9/1997
4	72	Tyler Boston	Newmarket, Ont.	Centre	5.08	133	6/24/1997
4	77	Noah Carroll	Strathroy, Ont.	Right Defence	6.00	159	12/2/1997
6	112	Kyle Rhodes	Ashburn, VA	Right Defence	6.01	192	12/25/1997
6	116	Scott Villeneuve	Val Caron, Ont.	Right Wing	6.02	215	4/28/1997
7	132	Austin Hall	Belle River, Ont.	Right Defence	5.11	165	4/8/1997
8	152	Justen Long	Oshawa, Ont.	Left Defence	6.01	188	7/1/1997
9	172	James McEwan	Chatham, Ont.	Centre	5.09	172	3/15/1997
10	192	Gabriel Molloy-Hill	Ottawa, Ont.	Goaltender	6.03	175	8/12/1997
11	212	Zach Osburn	Plymouth, MI	Right Defence	5.10	178	2/7/1997
12	232	Aleks Rapp	Mississauga, Ont.	Right Wing	6.03	220	3/13/1997
13	252	Bradley Van Schubert	Barrie, Ont.	Goaltender	6.00	187	2/22/1997
14	272	Domenic Monteiro	Toronto, Ont.	Left Wing	6.04	191	2/4/1997
15	292	Liam Buckley	Milton, Ont.	Centre	6.01	158	12/16/1997

CHL Import Draft

1	26	Phil Baltisberger	Left Defence	6.00	210	11/13/1995
1	38	Pius Suter	Left Wing	5.07	139	5/24/1996

HEAD COACH

Scott Walker

Born: July 19, 1973 in Cambridge, ON

Coaching Record

Year	Club	GP	W	L	OTL	SL	PTS	Finish
2010-11	Guelph Storm	33	18	13	2	-	38	4th (Midwest)
2011-12	Guelph Storm	68	31	31	2	4	68	4th (Midwest)
2012-13	Guelph Storm	68	39	23	2	4	84	4th (Midwest)
OHL Totals		169	88	67	6	8	190	Pct. .562

Coaching History

Ron Ivany, Mike Kelly and Bill LaForge, 1991-92; John Lovell, 1992-93 to 1993-94; Craig Hartsburg 1994-95; E.J. McGuire 1995-96 to 1996-97; George Burnett 1997-98; Geoff Ward, 1998-99; Paul Gillis, 1999-00; Jeff Jackson, 2000-01 to 2001-02, Jeff Jackson and Shawn Camp 2002-03, Shawn Camp 2003-04, Dave Barr 2004-05 to 2007-08; Jason Brooks 2008-09 to 2010-11; Scott Walker 2010-11 to date.

2012-13 TEAM RECORD

	W	L	OTL	SL		W	L	OTL	SL
Overall Record:	39	23	2	4	vs. Barrie	1	1	0	0
Home Record:	19	14	0	1	vs. Belleville	0	1	0	1
Road Record:	20	9	2	3	vs. Brampton	1	1	0	0
Overtime Record:	3	5			vs. Erie	4	0	1	1
					vs. Kingston	2	0	0	0
vs. East Division Opponents	8	1	0	1	vs. Kitchener	3	5	0	0
vs. Central Division Opponents	7	3	0	0	vs. London	2	3	0	1
vs. West Division Opponents	10	9	1	0	vs. Mississauga	2	0	0	0
vs. Midwest Division Opponents	14	10	1	3	vs. Niagara	1	1	0	0
					vs. Oshawa	2	0	0	0
September Record	2	2	0	0	vs. Ottawa	2	0	0	0
October Record	8	2	0	1	vs. Owen Sound	5	2	0	1
November Record	7	4	0	2	vs. Peterborough	2	0	0	0
December Record	3	3	0	1	vs. Plymouth	1	2	1	0
January Record	8	4	1	0	vs. Saginaw	2	2	0	0
February Record	6	5	0	0	vs. Sarnia	2	2	0	0
March Record	5	3	1	0	vs. Sault Ste. Marie	3	1	0	0
					vs. Sudbury	2	0	0	0
Playoff Record:	1	4			vs. Windsor	2	2	0	0

KINGSTON FRONTENACS

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TEAM DIRECTORY

President and Governor	Douglas Springer
General Manager	Doug Gilmour
Head Coach	Todd Gill
Asst. GM / Director of Hockey Ops.	Darren Keily
Assistant Coach	Jeff Reid
Goaltender Coach	Dave Franco
Athletic Therapist	Craig Belfer
Assistant Trainer	Rob Hurst
Head Scout	Jef McKercher
Scouts	Dick Cherry, Pat Domenico, Jason Maleyko, Beau Moyer, Aaron Van Leusen
Executive Director of Business Ops.	Justin Chenier
Manager Sales & Marketing	Jared Ginsburg
Administration & Merchandise	Brenda Mavety
Coord. Communications & Marketing	Dayna Scott
Coord. Fan Engagement & Outreach	Melissa Walkey
Account Executives	Jordan Quaresma
Academic Advisors	Tim Hughes
	Mike Hamilton
	Catherine Hill
Club Physician	Dr. Jen Hacking
Club Dentist	Dr. I.A. Cameron



Douglas Springer



Doug Gilmour



Todd Gill

TEAM INFORMATION

Home Arena	Rogers K-Rock Centre	Capacity	5,380
Dimensions	200' x 85'		
Arena Ops Super.	Matt Butterill	Arena Phone	613-650-5000
Media Box	400 Level behind section 112		
Media Room	400 Level behind section 107		
Team Colours	Black, Gold, White	Training Camp	Rogers K-Rock Centre
Affiliate Team	Kingston Voyageurs Jr. A	Manager	Denis Duchesne



Lawson Crouse

FRANCHISE RECORD

Montreal Jr. Canadiens franchise moved to Kingston 1973

SEASON	NAME	GP	W	L	OTL	SL	PTS	GF	GA	FINISH
2012-13	Kingston Frontenacs	68	27	35	3	3	60	217	273	3rd (East)
2011-12	Kingston Frontenacs	68	19	41		8	46	188	290	5th (East)
2010-11	Kingston Frontenacs	68	29	30	4	5	67	245	279	3rd (East)
2009-10	Kingston Frontenacs	68	33	30		5	71	229	251	2nd (East)
2008-09	Kingston Frontenacs	68	18	40		10	46	200	278	5th (East)
2007-08	Kingston Frontenacs	68	25	41		2	52	227	312	5th (East)
2006-07	Kingston Frontenacs	68	31	30		7	69	269	284	3rd (East)
2005-06	Kingston Frontenacs	68	37	24		7	81	258	237	2nd (East)
2004-05	Kingston Frontenacs	68	28	33	4	3	63	219	242	4th (East)
2003-04	Kingston Frontenacs	68	30	28	7	3	70	210	221	2nd (East)
2002-03	Kingston Frontenacs	68	25	37	2	4	56	222	287	5th (East)
2001-02	Kingston Frontenacs	68	18	37	9	4	49	197	272	5th (East)
2000-01	Kingston Frontenacs	68	28	28	11	1	68	232	218	4th (East)
1999-00	Kingston Frontenacs	68	38	25	5	3	84	258	245	3rd (East)
1998-99	Kingston Frontenacs	68	22	42	4		48	240	320	5th (East)
1997-98	Kingston Frontenacs	66	35	27	4		74	330	275	3rd (East)
1996-97	Kingston Frontenacs	66	25	35	6		56	257	277	4th (East)
1995-96	Kingston Frontenacs	66	29	31	6		64	266	267	5th (East)
1994-95	Kingston Frontenacs	66	40	19	7		87	284	224	1st (East)
1993-94	Kingston Frontenacs	66	30	28	8		68	265	259	5th (Leyden)
1992-93	Kingston Frontenacs	66	36	19	11		83	314	265	2nd (Leyden)
1991-92	Kingston Frontenacs	66	16	44	6		38	241	316	8th (Leyden)
1990-91	Kingston Frontenacs	66	15	47	4		34	255	382	8th (Leyden)
1989-90	Kingston Frontenacs	66	42	21	3		87	300	232	2nd (Leyden)
1988-89	Kingston Raiders	66	25	36	5		55	278	313	7th (Leyden)
1987-88	Kingston Canadians	66	14	52	0		28	246	432	7th (Leyden)
1986-87	Kingston Canadians	66	26	39	1		53	287	316	4th (Leyden)
1985-86	Kingston Canadians	66	35	28	3		73	297	257	4th (Leyden)
1984-85	Kingston Canadians	66	18	47	1		37	239	380	7th (Leyden)
1983-84	Kingston Canadians	70	25	45	0		50	313	378	7th (Leyden)
1982-83	Kingston Canadians	70	24	45	1		49	351	425	7th (Leyden)
1981-82	Kingston Canadians	68	29	34	5		63	302	316	5th (Leyden)
1980-81	Kingston Canadians	68	39	26	3		81	334	273	3rd (Leyden)
1979-80	Kingston Canadians	68	35	26	7		77	320	298	4th (Leyden)
1978-79	Kingston Canadians	68	26	38	4		56	265	306	5th (Leyden)
1977-78	Kingston Canadians	68	27	32	9		63	288	323	4th (Leyden)
1976-77	Kingston Canadians	66	32	24	10		74	295	259	3rd (Leyden)
1975-76	Kingston Canadians	66	33	24	9		75	357	316	3rd (Leyden)
1974-75	Kingston Canadians	70	25	35	10		60	297	345	8th
	Totals (since 1974)	2,626	1,089	1,303	172	65	2,415	10,392	11,443	Pct. .460

TEAM RECORDS

SEASON

Team		
Most Points	(1989-90 and 1994-95)	87
Most Goals	(1975-76)	357
Most Goals Against	(1987-88)	432
Fewest Goals Against	(2000-01)	218

Individual

Most Goals	Bernie Nicholls (1980-81)	63
Most Assists	Tim Salmon (1983-84)	100
Most Points	Bernie Nicholls (1980-81)	152
Best G.A.A.	Dayne Davis (2003-04)	2.77

GAME

Most Goals	6
Kevin Conway (Feb 3, 1983 vs Belleville)	
Most Assists	7
Mike O'Connell (Nov 7, 1974 vs Hamilton)	
Most Points	8
Scott Howson (Nov 25, 1979 vs Kitchener)	
Most Powerplay Goals	4
Kevin Conway (Feb 3, 1983 vs Belleville)	
Most Shorthanded Goals	2
Scott Howson (Jan 9, 1979 at Ottawa), Greg Clancy (Jan 22, 1993 vs Newmarket), Steve Parson (Feb 18, 1994 vs Oshawa), Andrew Ianiera (Jan. 8, 2000 vs. Barrie)	
Fastest Opening Goal	0:08
Jason Snow (Nov 17, 1988 vs North Bay), Chris Allen (Feb 9, 1996 vs Barrie)	
Fastest Period Goal	0:08
Colin Chaulk (Dec 7, 1995 at Windsor - 3rd period)	
Fastest Two Goals by One Player	0:10
Geoff Schneider (Dec 1, 1990 vs Ottawa - 3rd period)	

Fastest Three Goals by One Player
Brad Rhiness (Nov 2, 1975 vs Windsor) 0:28

INDIVIDUAL GAME RECORDS – 2012-13

Most Goals	3
Ryan Kujawinski (Dec. 31, 2012 at Ottawa), Billy Jenkins (Sep. 28, 2012 vs Erie), Darcy Greenaway (Nov. 23, 2012 at Plymouth)	
Most Assists	4
Henri Ikanen (Feb. 18, 2013 at Mississauga)	
Most Points	4
Darcy Greenaway (Nov. 23, 2012 at Plymouth), Sam Bennett (Feb. 24, 2013 at Erie), Henri Ikanen (Dec. 31, 2012 at Ottawa/Feb. 18, 2013 at Mississauga), Ryan Kujawinski (Dec. 31, 2012 at Ottawa)	
Most Power-Play Goals	1
45 times	
Most Shorthanded Goals	1
6 times	
Fastest Opening Goal	0:20
Ryan Kujawinski (Feb. 16, 2013 at Sault Ste. Marie)	
Fastest Period Goal	0:20
Ryan Kujawinski (Feb. 16, 2013 at Sault Ste. Marie)	
Fastest Two Goals by One Player	1:17
Darcy Greenaway (Jan. 18, 2013 vs Owen Sound)	
Fastest Three Goals by One Player	15:19
Darcy Greenaway (Nov. 23, 2012 at Plymouth)	
Longest Point Scoring Streak (Games)	9
Spencer Watson (Nov. 2, 2012 to Nov. 23, 2012. 5G, 5A)	
Longest Goal Scoring Streak (Games)	4
Trevor Marbeck (Oct. 12, 2012 to Oct. 21, 2012. 4G, 4A) Henri Ikanen (Nov. 9, 2012 to Nov. 18, 2012. 4G, 4A)	

KITCHENER RANGERS

Kitchener Memorial Auditorium Complex, 400 East Ave, Kitchener, ON N2H 1Z6

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TEAM DIRECTORY

Chief Operating Officer and Governor

General Manager

Head Coach

Associate Coach

Assistant Coach

Goaltending Coach

Scouts

Steve Bienkowski

Murray Hiebert

Troy Smith

Mike Van Ryn

Mike McKenzie

Kain Tisi

Ray Hollowell, Mike Sadler,

Tark Bertrand, Mike Bukator,

Hugh Craig, Darryl Hollowell,

Rob Hunter, Matt McGuffin, Ed Roberts,

Bill Underwood, Dave Prpich

Sean Murphy

Dan Lebold

Barry Hoch, Austin Denstedt,

Brett Israel

Brandon Merli

Brad Sparkes

Adam Bramhill

Michelle Fortin

Cole Dow

Adriann Kennedy

Heather Albrecht, Treena Hennessey

Dave Tennant

Dr. Marin Duke, Dr. Don Rhodes,

Dr. Frank Onuska

Dr. Fred Hurlbut

Director of Player Personnel

Trainer

Assistant Trainers

Strength & Conditioning Coach

Director of Marketing & Sales

Manager of Game & Retail Operations

Mgr of Brand Marketing & Media Rel.

Video Production Specialist

Community Relations Manager

Administration

Academic Advisor

Team Physicians

Club Dentist



Steve Bienkowski



Murray Hiebert



Troy Smith



Mike Davies

TEAM INFORMATION

Home Arena	Kitchener Memorial Auditorium, Dom Cardillo Arena		
Copacity	7,131 (7,469 with standing)	Dimensions	194' x 85'
Arena Manager	Paul Pickard	Arena Phone	519.741.2699
Media Box	East side of the building		
Media Room	Legends Level, Concourse E		
Team Colours	Blue, Red & White	Training Camp	Kitchener Mem. Aud.
Affiliated Team	Kitchener Dutchmen		

KITCHENER RANGERS

FRANCHISE RECORD

SEASON	NAME	GP	W	L	OTL	SL	PTS	GF	GA	FINISH
2012-13	Kitchener Rangers	68	39	20	1	8	87	216	185	3rd (Midwest)
2011-12	Kitchener Rangers	68	42	24		2	86	253	211	2nd (Midwest)
2010-11	Kitchener Rangers	68	38	21	4	5	85	256	217	2nd (Midwest)
2009-10	Kitchener Rangers	68	42	19		7	91	286	236	2nd (Midwest)
2008-09	Kitchener Rangers	68	26	27		5	57	208	254	5th (Midwest)
2007-08	Kitchener Rangers	68	53	11		4	110	289	174	1st (Midwest)
2006-07	Kitchener Rangers	68	47	17		4	98	262	187	2nd (Midwest)
2005-06	Kitchener Rangers	68	47	19		2	96	255	165	2nd (Midwest)
2004-05	Kitchener Rangers	68	35	20	9	4	83	235	187	3rd (Midwest)
2003-04	Kitchener Rangers	68	34	26	6	2	76	254	235	3rd (Midwest)
2002-03	Kitchener Rangers	68	46	14	5	3	100	275	188	1st (Midwest)
2001-02	Kitchener Rangers	68	35	22	10	1	81	257	190	3rd (Midwest)
2000-01	Kitchener Rangers	68	26	36	6	0	58	183	247	5th (Midwest)
1999-00	Kitchener Rangers	68	28	34	6	4	66	229	256	2nd (Midwest)
1998-99	Kitchener Rangers	68	23	39	6		52	205	257	4th (Midwest)
1997-98	Kitchener Rangers	66	27	29	10		64	224	239	3rd (Central)
1996-97	Kitchener Rangers	66	34	22	10		78	274	235	1st (Central)
1995-96	Kitchener Rangers	66	35	28	3		73	253	230	2nd (Central)
1994-95	Kitchener Rangers	66	18	42	6		42	216	296	5th (Central)
1993-94	Kitchener Rangers	66	32	30	4		68	286	316	5th (Emms)
1992-93	Kitchener Rangers	66	26	31	9		61	280	314	6th (Emms)
1991-92	Kitchener Rangers	66	29	30	7		65	283	282	4th (Emms)
1990-91	Kitchener Rangers	66	28	30	8		64	301	293	5th (Emms)
1989-90	Kitchener Rangers	66	38	21	7		83	358	259	2nd (Emms)
1988-89	Kitchener Rangers	66	41	19	6		88	318	251	1st (Emms)
1987-88	Kitchener Rangers	66	26	39	1		53	263	329	6th (Emms)
1986-87	Kitchener Rangers	66	32	31	3		67	293	305	4th (Emms)
1985-86	Kitchener Rangers	66	35	27	4		74	318	309	4th (Emms)
1984-85	Kitchener Rangers	66	27	35	4		58	282	319	6th (Emms)
1983-84	Kitchener Rangers	70	52	16	2		106	418	276	1st (Emms)
1982-83	Kitchener Rangers	70	45	23	2		92	393	292	2nd (Emms)
1981-82	Kitchener Rangers	68	44	21	3		91	322	247	1st (Emms)
1980-81	Kitchener Rangers	68	34	33	1		69	321	320	1st (Emms)
1979-80	Kitchener Rangers	68	17	51	0		34	276	425	6th (Emms)
1978-79	Kitchener Rangers	68	29	35	4		62	316	356	4th (Emms)
1977-78	Kitchener Rangers	68	26	34	8		60	270	303	4th (Emms)
1976-77	Kitchener Rangers	66	26	32	8		60	320	380	4th (Emms)
1975-76	Kitchener Rangers	66	26	35	5		57	298	384	4th (Emms)
1974-75	Kitchener Rangers	70	17	47	6		40	239	351	11th
Totals (since 1974)		2,626	1,305	1,090	174	51	2,835	10,785	10,500	Pct. .540

TEAM RECORDS

SEASON

Team		
Most Points	(2007-08)	110
Most Goals	(1983-84)	418
Most Goals Against	(1979-80)	425
Fewest Goals Against	(2005-06)	165
Individual		
Most Goals	Wayne Prasley (1983-84)	63
Most Assists	Jason Akesson (2010-11)	84
Most Points	Dwight Foster (1976-77)	143
Best G.A.A.	Dan Turple (2005-06)	2.25

GAME

Most Goals	5
Dwight Foster (1976-77), Allan MacInnis (1982-83), David Bruce (1983-84), Jahn Tucker (1983-84), Jeff Nable (1987-88)	
Most Assists	7
Wayne Prasley (Jan. 15, 1984 at Cornwall)	
Most Points	8
Wayne Prasley (Jan 15, 1984 at Cornwall); Mike Walak (Dec 13, 1985 vs Sudbury); Andre Benoit (Sept. 19, 2003 vs. Plymouth)	
Most Powerplay Goals	3
10 times	
Most Shorthanded Goals	3
David Bruce (Jan 6, 1984 vs Cornwall)	
Fastest Opening Goal	0:13
Jack Williams (Nov 11, 1990 at Oshawa)	
Fastest Period Goal	0:05
Russ Adom (Nov 2, 1979 vs Brantford - 3rd period)	
Tom St. James (Feb 13, 1983 vs Ottawa - 2nd period)	
Fastest Two Goals by One Player	0:11
Paul Reinhart (Feb 24, 1979 at London - 3rd period); Eric Manlaw (Jan 23, 1993 at Kingston - 2nd period); Chris Phelps (Feb 19, 1993 vs Ottawa - 2nd period)	

Fastest Three Goals by One Player 3:02
Tyler Ertel (Mar 1, 1992 vs Niagara Falls - 2nd period)

INDIVIDUAL GAME RECORDS – 2012-13

Most Goals	3
Tabias Rieder (Feb. 3, 2013 vs Erie), Matt Puempel (Mar. 15, 2013 at Saginaw/Nov. 24, 2012 at Erie)	
Most Assists	4
Ryan Murphy (Oct. 19, 2012 vs Oshawa)	
Most Points	4
Ryan Murphy (Oct. 19, 2012 vs Oshawa), Tabias Rieder (Feb. 3, 2013 vs Erie), Justin Bailey (Feb. 3, 2013 vs Erie)	
Most Power-Play Goals	2
Matt Puempel (Sep. 23, 2012 at Sarnia/Nov. 24, 2012 at Erie)	
Most Shorthanded Goals	1
7 times	
Fastest Opening Goal	1:07
Derek Schoenmakers (Mar. 13, 2013 at Guelph)	
Fastest Period Goal	0:37
Matt Puempel (Jan. 20, 2013 at Sudbury)	
Fastest Two Goals by One Player	0:38
Ben Thomsen (Mar. 16, 2013 at Sault Ste. Marie)	
Fastest Three Goals by One Player	27:21
Matt Puempel (Mar. 15, 2013 at Saginaw)	
Longest Point Scoring Streak (Games)	14
Joshua Leiva (Jan. 13, 2013 to Feb. 16, 2013. 5G, 5A)	
Longest Goal Scoring Streak (Games)	6
Tabias Rieder (Jan. 13, 2013 to Jan. 26, 2013. 6G, 6A)	

2013 OHL PRIORITY SELECTIONS

RD	NO	NAME	HOMETOWN	POS	HT	WT	BIRTHDATE
1	13	Mike Davies	Thorold, Ont.	Left Wing	6.00	198	2/5/1997
3	58	Doug Bloisdell	Livonia, MI	Left Defence	6.02	200	2/20/1997
4	62	Jacob Cascagnette	Kitchener, Ont.	Left Wing	6.01	179	3/22/1997
5	84	Jeremy Brocco	Freeport, NY	Centre	5.09	137	3/17/1997
6	102	Luke Opilka	St. Louis, MO	Goaltender	6.02	160	2/27/1997
6	113	Charles McAvoy	Long Beach, NY	Left Defence	5.10	180	12/21/1997
7	125	Mark Bzowey	Oakville, Ont.	Centre	5.08	162	3/14/1997
7	133	James Mense-Dietrich	Innisfil, Ont.	Right Wing	5.09	170	5/17/1996
8	140	Scott Pedersen	Arthur, Ont.	Left Defence	6.02	197	2/9/1997
9	173	Jake Henderson	St. Louis, MO	Right Wing	6.02	185	2/12/1997
10	182	Mason Kohn	Dovie, FL	Centre	5.10	165	5/3/1997
10	193	Quinn Wichers	Metcalfe, Ont.	Left Defence	6.02	188	8/19/1997
11	213	Izzy Benigno	Maple, Ont.	Goaltender	5.10	153	6/27/1997
12	233	Jeremy McFarlane	Williamstown, Ont.	Centre	5.08	160	10/9/1997
13	253	Nathon Hudgin	Scarborough, Ont.	Left Wing	5.11	162	11/29/1997
14	273	Chris Birdsall	Glen Rock, NJ	Goaltender	5.10	160	11/24/1996
15	293	Alex Friesen	Essex, Ont.	Centre	5.09	142	2/14/1997

CHL Import Draft

1	23	Dmitrii Sergeev	Russia	Defence	6.02	210	3/26/1996
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HEAD COACH

Troy Smith

Born: July 31, 1978, Hamilton, ON

Coaching Record

Year	Club	GP	W	L	OTL	SL	PTS	Finish
No OHL coaching record								

Coaching History

Wally Kullman, 1967-68 to 1968-69; Gerry Forler, 1969-70; Gerry Forler and Ron Murphy, 1970-71; Ron Murphy, 1971-72; Eddie Bush, 1972-73 to 1973-74; Eddie Bush, Don McKee and Jim Morrison, 1974-75; Mac MacLean, 1975-76 to 1976-77; Mac MacLean and Bob Ertel, 1977-78; Bob Ertel, 1978-79; Bob Ertel and Rod Seiling, 1979-80; Orval Tessier, 1980-81; Joe Crozier, 1981-82 to 1982-83; Tom Borrett, 1983-84 to 1985-86; Tom Barrett and Joe McDonnell, 1986-87; Joe McDonnell, 1987-88 to 1993-94; Joe McDonnell and Geoff Ward, 1994-95; Geoff Ward 1995-96 to 1997-98; Brian Hayton, 1998-99; Brian Hayton and Jeff Snyder, 1999-00; Jeff Snyder 2000-01; Peter DeBoer 2001-02 to 2007-08; Steve Spott 2008-09 to 2012-13; Troy Smith 2013-14 to date.

2012-13 TEAM RECORD

	W	L	OTL	SL		W	L	OTL	SL
Overall Record:	39	20	1	8	vs. Barrie	0	2	0	0
Home Record:	21	8	0	5	vs. Belleville	0	2	0	0
Road Record:	18	12	1	3	vs. Brampton	2	0	0	0
Overtime Record:	2	4			vs. Erie	6	1	0	1
					vs. Guelph	5	1	0	2
vs. East Division Opponents	4	4	0	2	vs. Kingston	1	1	0	0
vs. Central Division Opponents	7	3	0	0	vs. London	2	4	0	0
vs. West Division Opponents	11	5	1	3	vs. Mississauga	2	0	0	0
vs. Midwest Division Opponents	17	8	0	3	vs. Niagara	1	1	0	0
					vs. Oshawa	2	0	0	0
September Record	3	1	0	0	vs. Ottawa	0	1	0	1
October Record	5	3	1	1	vs. Owen Sound	4	2	0	0
November Record	9	4	0	0	vs. Peterborough	1	0	0	1
December Record	2	4	0	3	vs. Plymouth	2	0	1	1
January Record	10	2	0	1	vs. Soginaw	1	1	0	2
February Record	6	3	0	2	vs. Sarnia	4	0	0	0
March Record	4	3	0	1	vs. Sault Ste. Marie	1	3	0	0
					vs. Sudbury	2	0	0	0
Playoff Record:	5	5			vs. Windsor	3	1	0	0

LONDON KNIGHTS

Budweiser Gardens, 99 Dundas Street, London, Ontario N6A 6K1
 Phone: 519.681.0800 • Fax: 519.668.7291
 Email: info@londonknights.com • www.londonknights.com



TEAM DIRECTORY

President and Head Coach	Dale Hunter
Vice-President and General Manager	Mark Hunter
Co-owner	Basil McRae
Governor	Trevor Whiffen
Assistant GM/Assistant Coach	Rob Simpson
Assistant Coaches	Dylan Hunter, Jeff Poul
Goaltending Coach	Bill Dark
Skills Development Coach / Scout	Dave Warren
Equipment Manager	Chris Maton
Trainer/Physiotherapist	Doug Stacey
Equipment Assistants	Matt DeSand, Anthony DiGiuseppe
Hockey Operations Assistant	Dean Patterson
Director of Scouting	Lindsay Hofford
Scouts	Leon Haughian, Chris Pyzik, Terry Uniac, Craig Warwick, Steve Warner, Mike Martin, Stu Robinson, Lionel Ingleton, Tony Martino, Mike Galati, Scott Hofford, Russell Smith, Rick Smith
Director of Marketing	Geoffrey Hare
Marketing Manager	Natalie Wakabayashi
Group Sales Manager	Don Gaffney
Director of Ticketing	Cindy Mitro (Hinton)
Box Office Manager	Kaitlin Williams
Merchandising Manager	Ben Crossett
Academic Advisor	Sarah Green, Blyth Academy
Security	Bob Martin
Club Physician	Dr. Dieter Bruckschwaiger
Club Orthopedic Surgeon	Dr. Robert Giffin
Club Dentist	Dr. Mark Botsford
Physiotherapists	Fowler Kennedy Clinic



Dale Hunter



Mark Hunter



Dylan Hunter



Mitchell Marner

TEAM INFORMATION

Home Arena	Budweiser Gardens	Capacity	9,046
Dimensions	200' x 85'	Box Office	519.681.0800
Arena Manager	Brian Ohl	Arena Phone	519.667.5700
Media Room	SW corner of 1st floor	Media Box	South Side, 3rd Floor
Media/Scout Entr.	Southwest corner off King St.		
Team Colours	Black, Green, Gold and White		
Training Camp	Budweiser Gardens		
Affiliated Teams	London Nationals, St. Thomas Stars		

FRANCHISE RECORD

SEASON	NAME	GP	W	L	OTL	SL	PTS	GF	GA	FINISH
2012-13	London Knights	68	50	13	2	3	105	279	180	1st (Midwest)
2011-12	London Knights	68	49	18		1	99	277	178	1st (Midwest)
2010-11	London Knights	68	34	29		4	73	230	253	5th (Midwest)
2009-10	London Knights	68	49	16		3	101	273	208	1st (Midwest)
2008-09	London Knights	68	49	16		3	101	287	194	1st (Midwest)
2007-08	London Knights	68	38	24		6	82	250	230	2nd (Midwest)
2006-07	London Knights	68	50	14		4	104	311	231	1st (Midwest)
2005-06	London Knights	68	49	15		4	102	304	211	1st (Midwest)
2004-05	London Knights	68	59	7	2	0	120	310	125	1st (Midwest)
2003-04	London Knights	68	53	11	2	2	110	300	147	1st (Midwest)
2002-03	London Knights	68	31	27	7	3	72	220	205	2nd (Midwest)
2001-02	London Knights	68	24	27	10	7	65	210	249	5th (West)
2000-01	London Knights	68	26	34	5	3	60	222	263	4th (West)
1999-00	London Knights	68	22	39	7	3	54	186	250	5th (West)
1998-99	London Knights	68	34	30	4		72	260	217	3rd (West)
1997-98	London Knights	66	40	21	5		85	301	238	1st (West)
1996-97	London Knights	66	13	51	2		28	215	365	5th (West)
1995-96	London Knights	66	3	60	3		9	179	435	5th (West)
1994-95	London Knights	66	18	44	4		40	210	309	4th (West)
1993-94	London Knights	66	32	30	4		68	293	279	6th (Emms)
1992-93	London Knights	66	32	27	7		71	323	292	3rd (Emms)
1991-92	London Knights	66	37	25	4		78	310	260	3rd (Emms)
1990-91	London Knights	66	38	25	3		79	301	270	3rd (Emms)
1989-90	London Knights	66	41	19	6		88	313	246	1st (Emms)
1988-89	London Knights	66	37	25	4		78	311	264	3rd (Emms)
1987-88	London Knights	66	40	22	4		84	309	273	2nd (Emms)
1986-87	London Knights	66	25	39	2		52	259	329	7th (Emms)
1985-86	London Knights	66	28	33	5		61	271	292	6th (Emms)
1984-85	London Knights	66	43	22	1		87	340	276	2nd (Emms)
1983-84	London Knights	70	32	37	1		65	288	319	4th (Emms)
1982-83	London Knights	70	32	37	1		65	336	339	5th (Emms)
1981-82	London Knights	68	35	30	3		73	359	328	3rd (Emms)
1980-81	London Knights	68	20	48	0		40	300	388	6th (Emms)
1979-80	London Knights	68	26	38	4		56	328	334	5th (Emms)
1978-79	London Knights	68	37	29	2		76	310	287	2nd (Emms)
1977-78	London Knights	68	35	22	11		81	333	251	1st (Emms)
1976-77	London Knights	66	51	13	2		104	379	203	2nd (Emms)
1975-76	London Knights	66	31	26	9		71	317	256	2nd (Emms)
1974-75	London Knights	70	26	37	7		59	296	368	19th
Totals (since 1974)		2,626	1,369	1,080	137	43	2,918	1,100	10,342	Pct. .556

TEAM RECORDS

SEASON

Team		
Most Points	(2004-05)	120
Most Goals	(1976-77)	379
Most Goals Against	(1995-96)	435
Fewest Goals Against	(2004-05)	125

Individual

Most Goals	Dino Ciccorelli (1977-78)	72
Most Assists	Sergei Kostitsyn (2006-07)	91
Most Points	Dave Simpson (1981-82)	155
Best G.A.A.	Gerald Coleman (2004-05)	1.70

GAME

Most Goals	5
Denis Maruk (74-75), David Lowry (84-85), Tim Taylor (87-88) and Ron Goodall (87-88), Corey Perry (Jan. 30 '05 vs Kingston)	
Most Assists	7
Tam Row (Nov. 23, 1975 vs. Ottawa), Corey Perry (Mar. 4, 2005 vs Saginaw)	
Most Points	8
Denis Maruk (1974-75), Wayne Thampson (1979-80); Dave Simpson (1979-80), Corey Perry (Mar. 4, 2005 vs Saginaw); Rob Schremp (Oct. 16, 2005 at Taranta)	
Most Powerplay Goals	4
Denis Maruk (Feb. 18, 1975 vs. Kitchener)	
Most Shorthanded Goals	2
Terry Martin (1974-75), Wayne Thampson (1979-80), Chris McCauley (1982-83), Greg Puhalski (1984-85), Brett Mariotti (1992-93), Dave Gilmore (1993-94) and Richard Pitirri (1995-96); Jordan Fareman (2005-06)	
Fastest Opening Goal	0:06
Mike DePetrillo (Nov. 1, 1996 vs. Barrie)	
Fastest Period Goal	0:04
Doug Synishin (Nov. 3, 1989 vs. Niagara Falls - 2nd period)	

Fastest Two Goals by One Player
Jim McRae (Oct. 3, 1978 at Kitchener - 2nd period) 0:08

Fastest Three Goals by One Player
Brian Dabbin (Feb. 9, 1986 at Soult Ste. Marie - 3rd period) 0:26

INDIVIDUAL GAME RECORDS — 2012-13

Most Goals	3
8 times	
Most Assists	4
Seth Griffith (Nov. 30, 2012 vs Barrie), Ryan Rupert (Sep. 23, 2012 at Guelph)	
Most Points	5
Max Dami (Jan. 11, 2013 vs Ottawa)	
Most Power-Play Goals	2
10 times	
Most Shorthanded Goals	1
10 times	
Fastest Opening Goal	0:46
Max Dami (Oct. 19, 2012 vs Erie)	
Fastest Period Goal	0:12
Matt Rupert (Sep. 23, 2012 at Guelph)	
Fastest Two Goals by One Player	0:51
Matt Rupert (Nov. 10, 2012 at Plymouth)	
Fastest Three Goals by One Player	4:31
Ba Harvat (Dec. 31, 2012 at Sarnia)	
Longest Point Scoring Streak (Games)	17
Ba Harvat (Nov. 30, 2012 to Jan. 12, 2013. 14G, 14A)	
Longest Goal Scoring Streak (Games)	4
Alex Broadhurst (Feb. 18, 2013 to Feb. 28, 2013. 4G, 4A)	
Max Dami (Feb. 24, 2013 to Mar. 3, 2013. 5G, 5A)	
Matt Rupert (Dec. 2, 2012 to Dec. 9, 2012. 4G, 4A)	
Ba Harvat (Dec. 7, 2012 to Dec. 15, 2012. 4G, 4A)	
Seth Griffith (Nov. 15, 2012 to Nov. 22, 2012. 4G, 4A)	

LONDON KNIGHTS

2013 OHL PRIORITY SELECTIONS

RD	NO	NAME	HOMETOWN	POS	HT	WT	BIRTHDATE
1	19	Mitchell Marnier	Thornhill, Ont.	Centre	5.10	164	5/5/1997
2	24	Zach Werenski	Detroit, MI	Right Defence	6.02	200	7/19/1997
3	49	Mitchell Kreis	Georgetown, Ont.	Right Defence	6.00	165	8/1/1997
4	64	Matthew Tkachuk	St. Louis, MO	Left Wing	5.11	165	12/11/1997
5	92	Josh Defarias	Brampton, Ont.	Left Defence	5.10	172	3/28/1997
5	99	Christian Evers	Waukee, IA	Left Defence	6.04	190	5/25/1997
6	104	Zach Grzelewski	Thunder Bay, Ont.	Centre	5.09	183	4/28/1997
7	139	Connor Rosaasen	LaSalle, Ont.	Left Wing	5.11	178	4/2/1997
8	159	Noah Jordan	Toronto, Ont.	Right Wing	6.04	201	3/8/1997
10	199	Aiden Jamieson	Lindsay, Ont.	Right Defence	6.02	185	3/23/1996
11	219	Kristofer Carlson	Centreville, VA	Goaltender	5.11	140	8/19/1997
12	239	Jomey Lauzon	Kapuskasing, Ont.	Defence	5.10	170	1/10/1997
13	259	John Warren	London, Ont.	Left Wing	5.04	131	1/10/1997
14	279	Brady Baker	Uxbridge, Ont.	Right Defence	5.11	162	9/6/1997
15	295	Sam Miletic	Bloomfield Township, MI	Centre	5.08	140	5/4/1997

CHL Import Draft

1	58	Alex Rosner	Czech Republic	Defence	5.11	167	2/12/1996
2	118	Tim Bender	Mannheim, Germany	Defence	6.00	174	3/19/1995

HEAD COACH

Dale Hunter Born: July 31, 1960, Petrolia, Ont.

Coaching Record

Year	Club	GP	W	L	T	OTL	PTS	Finish
2001-02	London Knights	50	19	25	6	0	44	5th (West)
2002-03	London Knights	68	31	27	7	3	72	2nd (Midwest)
2003-04	London Knights	68	53	11	2	2	110	1st (Midwest)
2004-05	London Knights	68	59	7	2	0	120	1st (Midwest)
2005-06	London Knights	68	49	15		4	102	1st (Midwest)
2006-07	London Knights	68	50	14		4	104	1st (Midwest)
2007-08	London Knights	68	38	24		6	82	2nd (Midwest)
2008-09	London Knights	68	49	16		3	101	1st (Midwest)
2009-10	London Knights	68	49	16		3	101	1st (Midwest)
2010-11	London Knights	68	34	29		5	73	5th (Midwest)
2011-12	London Knights	26	20	5		1	41	-
2012-13	London Knights	68	50	13		3	105	1st (Midwest)
	OHL Totals	756	501	202		19	34	1,055 Pct. .698

Coaching History

Jock McIntyre 1965-66, Turk Brodo 1966-67 to 1967-68, Gene Taylor 1968-69, Bep Guidalin 1969-70 to 1970-71, Branco Horvath 1971-72, Bill Long 1972-73 to 1979-80, Paul McIntosh 1980-81 to 1982-83, Don Boyd 1983-84 to 1985-86, Wayne Maxner 1986-87 to 1989-90, Gary Agnew 1990-91 to 1993-94, Mike Fedorko 1994-95, Mike Fedorko, Murray Nystrom and Tom Barrett 1995-96, Brad Selwood, Tom Barrett and Paul McIntosh 1996-97, Gary Agnew 1997-98 to 1999-2000, Lindsay Hofford 2000-01, Lindsay Hofford and Dale Hunter 2001-02, Dale Hunter 2002-03 to 2011-12, Dale Hunter and Mark Hunter 2011-12, Dale Hunter 2012-13 to date.

2012-13 TEAM RECORD

	W	L	OTL	SL		W	L	OTL	SL
Overall Record:	50	13	2	3	vs. Barrie	2	0	0	0
Home Record:	25	5	2	2	vs. Belleville	1	1	0	0
Road Record:	25	8	0	1	vs. Brampton	2	0	0	0
Overtime Record:	5	3			vs. Erie	4	1	0	1
vs. East Division Opponents	8	2	0	0	vs. Guelph	4	1	0	1
vs. Central Division Opponents	10	0	0	0	vs. Kingston	2	0	0	0
vs. West Division Opponents	15	6	2	1	vs. Kitchener	4	2	0	0
vs. Midwest Division Opponents	17	5	0	2	vs. Mississauga	2	0	0	0
September Record	2	2	0	0	vs. Niagara	2	0	0	0
October Record	6	2	0	2	vs. Oshawa	1	1	0	0
November Record	13	1	0	0	vs. Ottawa	2	0	0	0
December Record	11	0	0	0	vs. Owen Sound	5	1	0	0
January Record	5	4	1	0	vs. Peterborough	2	0	0	0
February Record	7	3	1	0	vs. Plymouth	3	1	0	0
March Record	6	1	0	1	vs. Saginaw	3	1	0	0
Playoff Record:	16	5			vs. Sarnia	3	0	2	1
					vs. Sault Ste. Marie	3	1	0	0
					vs. Sudbury	2	0	0	0
					vs. Windsor	3	3	0	0

MISSISSAUGA STEELHEADS

Hershey Centre, 5500 Rose Cherry Place, Mississauga, Ontario L4Z 4B6

Phone: 905.502.7788 • Fax: 905.502.0169

email: info@mississaugasteelheads.com • www.mississaugasteelheads.com



TEAM DIRECTORY

Owner, President and Governor	Elliott Kerr
VP, Director of Business Operations	Scott Rogers
General Manager and Head Coach	James Boyd
Asst GM and Associate Coach	Jason Nobili
Assistant Coach	Adam DeLeeuw
Goaltending Coach	Kory Cooper
Director of Player Personnel	Jim Cassidy
Video Coordinator	Jan Egert
Athletic Therapist	Binne Brouwer
Equipment Manager	Tom Frater
Strength and Conditioning Coach	Tim Reeves
Manager, Sales & Minor Hockey Rel.	Paul Yager
Manager, PR and Community Initiatives	Alana Davidson
Group Sales & School Programs Co.	Nicole Stefaniuk
Sales & Sponsorship Coordinator	Stephen Tihel
Head Scout	Lui Vigilanti
Scouts	Kevin Clark, Brian Connor, Glen Forbes, Gerry Sidock, Kade McAllister, John Cassidy
Academic Advisors	John Guzzo, Kathleen McQuat
Club Physician	Dr. Tim Rindlisbacher
Club Dentists	Dr. Paul Piccininni Dr. Amin Babul



Elliott Kerr



James Boyd



Jason Nobili



Sean Day

TEAM INFORMATION

Home Arena	Hershey Centre	Capacity	5,420
Dimensions	200' x 85'	Arena Manager	Mike Hamilton
Box Office/Arena Phone	905.502.9100	Team Colours	Blue & White
Press Box Location	North side		
Training Camp	Hershey Centre		

MISSISSAUGA STEELHEADS

FRANCHISE RECORD

SEASON	NAME	GP	W	L	OTL	SL	PTS	GF	GA	FINISH
2012-13	Mississauga Steelheads	68	26	34	0	8	60	179	221	5th (Central)
2011-12	St. Michael's Majors	68	33	28		7	73	201	219	5th (Central)
2010-11	St. Michael's Majors	68	53	13		2	108	287	170	1st (Central)
2009-10	St. Michael's Majors	68	42	20		6	90	222	175	2nd (Central)
2008-09	St. Michael's Majors	68	39	26		3	81	229	208	2nd (Central)
2007-08	St. Michael's Majors	68	31	32		5	67	203	243	3rd (Central)
2006-07	St. Michael's Majors	68	20	41		7	47	225	325	5th (Central)
2005-06	St. Michael's Majors	68	32	26		10	74	259	285	4th (Central)
2004-05	St. Michael's Majors	68	29	30	6	3	67	177	202	5th (Central)
2003-04	St. Michael's Majors	68	38	21	7	2	85	210	187	1st (Central)
2002-03	St. Michael's Majors	68	32	24	7	5	76	207	214	2nd (Central)
2001-02	St. Michael's Majors	68	40	19	8	1	89	230	177	1st (Central)
2000-01	St. Michael's Majors	68	35	23	8	2	80	213	188	2nd (Central)
1999-00	St. Michael's Majors	68	18	48	2	4	42	203	281	4th (Central)
1998-99	St. Michael's Majors	68	20	42	6		46	214	316	4th (Central)
1997-98	St. Michael's Majors	66	15	42	9		39	154	265	6th (East)
Franchise Totals		1,086	503	467	53	65	1,124	3,413	3,676	Pct. .517

TEAM RECORDS

SEASON

Team		
Most Points	(2010-11)	108
Most Goals	(2010-11)	287
Most Goals Against	(1998-99)	316
Fewest Goals Against	(2010-11)	170

Individual

Most Goals	Justin Donati (2005-06)	43
Most Assists	Justin Donati (2005-06)	63
Most Points	Justin Donati (2005-06)	109
Best GAA	Chris Carrozzi (2009-10)	2.36
	JP Anderson (2010-11)	

GAME

Most Goals	4
Tim Brent (March 14, 2003 at Kingston); Cory Vitorelli (Jan. 24, 2004 at Owen Sound); Devante Smith-Pelly (Oct. 23, 2009 at Ottawa 67's)	
Most Assists	5
Shawn Cotion (Oct 4, 1998 vs. Belleville); Tim Brent (Oct. 13, 2002 vs. Kingston); Matt Caria (Nov. 16, 2006 vs Brampton)	
Most Points	8
Matt Caria (Nov. 16, 2006 vs Brampton)	
Most Powerplay Goals	3
Shawn Cotion (Nov 22, 1998 vs. Kingston)	
Most Shorthanded Goals	2
Kenny Carupe (Sept. 24, 1999 at Mississauga)	
Fastest Opening Goal	0:07
Ryan Barnes (Nov 15, 1998 at Barrie)	
Fastest Period Goal	0:08
Devante Smith-Pelly (Nov. 5, 2009 at Niagara IceDogs)	
Fastest Two Goals by One Player	0:13
Matt Pivo (Oct. 12, 2007 vs Brampton)	
Fastest Three Goals by One Player	7:47
Cory Vitorelli (Oct. 2, 2005 vs Oshawa)	

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INDIVIDUAL GAME RECORDS — 2012-13

Most Goals	3
Dylan DeMelo (Jan. 10, 2013 at Barrie)	
Most Assists	3
Riley Brace (Oct. 13, 2012 at Erie/Dec. 30, 2012 vs Brampton/Feb. 6, 2013 vs Kingston), Dylan Smoskowitz (Jan. 27, 2013 vs Ottawa), Stuart Percy (Nov. 18, 2012 at Oshawa)	
Most Points	4
Dylan DeMelo (Jan. 10, 2013 at Barrie)	
Most Power-Play Goals	2
Dylan DeMelo (Jan. 10, 2013 at Barrie), Dylan Smoskowitz (Dec. 9, 2012 at London), Kristoff Kantas (Feb. 24, 2013 vs S.S. Marie)	
Most Shorthanded Goals	1
5 times	
Fastest Opening Goal	0:22
Dylan Smoskowitz (Mar. 8, 2013 at Brampton)	
Fastest Period Goal	0:22
Dylan Smoskowitz (Mar. 8, 2013 at Brampton)	
Fastest Two Goals by One Player	3:28
Dylan Smoskowitz (Oct. 12, 2012 vs Ottawa)	
Fastest Three Goals by One Player	22:39
Dylan DeMelo (Jan. 10, 2013 at Barrie)	
Longest Point Scoring Streak (Games)	8
Riley Brace (Dec. 15, 2012 to Jan. 10, 2013. 3G, 3A)	
Longest Goal Scoring Streak (Games)	5
Dylan Smoskowitz (Oct. 4, 2012 to Oct. 13, 2012. 7G, 7A)	

2013 OHL PRIORITY SELECTIONS

RD	NO	NAME	HOMETOWN	POS	HT	WT	BIRTHDATE
1	4	Sean Day	Rochester, MI	Left Defence	6.01	180	1/9/1998
2	26	Jesse Barwell	Oakville, Ont.	Centre	5.10	175	5/8/1997
2	36	Austin Gerhart	Barrie, Ont.	Right Wing	6.00	175	4/3/1997
3	55	Neil Doef	Smiths Falls, Ont.	Left Wing	5.10	164	2/10/1997
7	124	Stephen Gibson	Kitchener, Ont.	Right Defence	6.00	162	3/3/1997
7	127	Nathan Bastien	Kitchener, Ont.	Centre	5.11	157	12/6/1997
8	144	Jason Smith	Brampton, Ont.	Centre	5.06	146	4/27/1997
9	164	Mitchell Duggan	Bolton, Ont.	Right Defence	5.10	156	4/7/1997
10	184	Leif Hertz	Kingston, Ont.	Goaltender	5.10	195	1/7/1997
11	204	Jake Smith	Pickering, Ont.	Right Wing	5.08	157	7/3/1997
12	224	Connor Barrow	Markham, Ont.	Right Wing	6.00	183	7/9/1997
13	244	Mike Zatti	Sarnia, Ont.	Right Defence	6.01	170	4/22/1997
14	264	Spencer Fox	Fonthill, Ont.	Right Wing	5.09	158	3/18/1997
15	284	Carter Woolley		Forward	5.09	155	9/29/1997

CHL Import Draft

1	14	Artem Rasulov		Forward	5.11	152	6/9/1996
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HEAD COACH

James Boyd

Born: February 13, 1976; Mississauga, ON

Coaching Record

Year	Club	GP	W	L	T	OTL	PTS	Finish
2003-04	Belleville Bulls	68	15	44	8	1	39	5th (East)
2011-12	Mississauga St. Michael's Majors	68	33	28	-	7	73	5th (Central)
2012-13	Mississauga Steelheads	68	26	34	0	8	60	5th (Central)
	OHL Totals	204	74	106	8	16	172	Pct. .422

Coaching History

Mark Napier, 1997-98; Mark Napier and Mike Futa 1998-99; Mike Futa and Mark Osborne 1999-00; Dave Cameron 2000-01 to 2003-04; Bud Stefanski 2004-05 to 2006-07; Dave Cameron 2007-08 to 2010-11; James Boyd 2011-12 to date.

2012-13 TEAM RECORD

	W	L	OTL	SL		W	L	OTL	SL
Overall Record:	26	34	0	8	vs. Barrie	1	3	0	2
Home Record:	16	16	0	2	vs. Belleville	2	2	0	0
Road Record:	10	18	0	6	vs. Brampton	4	3	0	1
Overtime Record:	1	6			vs. Erie	2	0	0	0
					vs. Guelph	0	2	0	0
vs. East Division Opponents	11	7	0	2	vs. Kingston	1	2	0	1
vs. Central Division Opponents	10	13	0	5	vs. Kitchener	0	2	0	0
vs. West Division Opponents	3	7	0	0	vs. London	0	1	0	1
vs. Midwest Division Opponents	2	7	0	1	vs. Niagara	4	3	0	1
					vs. Oshawa	1	3	0	0
September Record	2	2	0	0	vs. Ottawa	4	0	0	0
October Record	7	2	0	1	vs. Owen Sound	0	2	0	0
November Record	8	5	0	0	vs. Peterborough	3	0	0	1
December Record	2	5	0	2	vs. Plymouth	0	2	0	0
January Record	3	8	0	1	vs. Saginaw	0	2	0	0
February Record	3	7	0	1	vs. Sarnia	2	0	0	0
March Record	1	5	0	3	vs. Sault Ste. Marie	0	2	0	0
					vs. Sudbury	1	4	0	1
Playoff Record:	2	4			vs. Windsor	1	1	0	0

NIAGARA ICEDOGS

35 Queen Street, St. Catharines, Ontario L2R 5G4
 Phone: 905.687.3641 • Fax: 905.682.9129
 email: info@niagaraicedogs.net • www.niagaraicedogs.net



TEAM DIRECTORY

Governor	Bill Burke
President	Denise Burke
General Manager and Head Coach	Marty Williamson
Assistant Coaches	David Bell
	Billy Burke
Assistant General Manager	Joey Burke
Goalie Coach	Ben Vanderklok
Athletic Therapist	Peter Dobbin
Equipment Manager	Kevin Emo
Video Analyst	Rick Martin
Director of Scouting	John Neville
Scouts	Rob McCrae
	Roger MacLeod
	Thomas Milne
	Darren Pankhurst
	Marty Hogan
Academic Advisor	Tim Tope
Club Physicians	Dr. John Ostrowski
	Dr. David Dec
Club Dentist	Dr. Daryl Smith



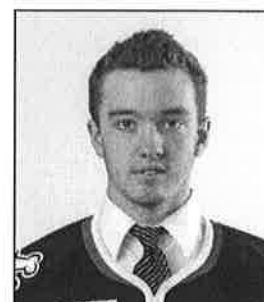
Bill Burke



Denise Burke



Marty Williamson



Hayden McCool

TEAM INFORMATION

Home Arena	Gatorade Garden City Complex, 8 Gale Crescent		
Capacity	2,741 (3,145 with standing)	Dimensions of Rink	190' x 85'
Box Office/Arena Phone	905.688.5601	Arena Manager	Scott Greenfield
Press Box Location	East side behind home bench		
Team Colours	Black, White & Red		
Training Camp	Gatorade Garden City Complex		

FRANCHISE RECORD

SEASON	NAME	GP	W	L	OTL	SL	PTS	GF	GA	FINISH
2012-13	Niagara IceDogs	68	30	34	2	2	64	227	250	4th (Central)
2011-12	Niagara IceDogs	68	47	18		3	97	291	169	1st (Central)
2010-11	Niagara IceDogs	68	45	17		6	96	273	197	2nd (Central)
2009-10	Niagara IceDogs	68	26	34		8	60	191	233	4th (Central)
2008-09	Niagara IceDogs	68	26	31		11	63	213	264	4th (Central)
2007-08	Niagara IceDogs	68	42	25		1	85	272	222	2nd (Central)
2006-07	Mississauga IceDogs	68	43	21		4	90	326	251	2nd (Central)
2005-06	Mississauga IceDogs	68	21	40		7	49	192	299	5th (Central)
2004-05	Mississauga IceDogs	68	34	21	12	1	81	207	172	1st (Central)
2003-04	Mississauga IceDogs	68	36	21	7	4	83	217	199	2nd (Central)
2002-03	Mississauga IceDogs	68	23	31	11	3	60	212	231	4th (Central)
2001-02	Mississauga IceDogs	68	11	47	6	4	32	212	327	5th (Central)
2000-01	Mississauga IceDogs	68	3	56	7	2	15	157	380	5th (Central)
1999-00	Mississauga IceDogs	68	9	58	1	2	21	160	346	5th (Central)
1998-99	Mississauga IceDogs	68	4	61	3		11	145	426	5th (Central)
Franchise Totals		1,020	400	515	49	58	907	3,295	3,966	Pct. .445

TEAM RECORDS

SEASON

Team		
Most Points	(2010-11)	96
Most Goals	(2006-07)	326
Most Goals Against	(1998-99)	426
Fewest Goals Against	(2011-12)	169

Individual

Most Goals	Luca Caputi (2007-08)	51
Most Assists	Ryan Strome (2010-11)	73
Most Points	Luca Caputi (2007-08)	111
Best G.A.A.	Mark Visentin (2011-12)	1.99

GAME

Most Goals	5
Brett Ritchie (Nov. 4, 2012 at Peterborough)	
Most Assists	5
Patrick Jarrett (Sept. 27, 2000 vs. Belleville); Matt Passfield (Sept. 21, 2001 vs. Peterborough); Michael Swift (Sep. 22, 2006 at Sudbury)	
Most Points	6
Patrick Jarrett (Sept. 27, 2000 vs. Belleville); Michael Swift (Mar. 16, 2007 vs. Peterborough); Jadron Beljo (Mar. 16, 2007 vs. Peterborough); David Pacon (Mar. 5, 2011 vs. Sarnia)	
Most Power-Play Goals	2
17 times	
Most Shorthanded Goals	2
Don Rudisuela (Oct. 25, 2002 vs. Brampton); David Psenyczny (Dec. 8, 2005 at Toronto)	
Fastest Opening Goal	0:13
Alex Pietrangola (Sep. 30, 2007 vs. Sudbury)	
Fastest Period Goal	0:09
Chad Wiseman (Dec 20, 1998 vs. Sudbury, 3rd period)	
Fastest Two Goals by One Player	0:08
Chris Lawrence (Jan. 19, 2007 vs. Barrie)	
Fastest Three Goals by One Player	7:09
Chris Lawrence (Jan. 19, 2007 vs. Barrie)	

INDIVIDUAL GAME RECORDS – 2012-13

Most Goals	5
Brett Ritchie (Nov. 4, 2012 at Peterborough)	
Most Assists	4
Ryan Strome (Nov. 24, 2012 vs. Sudbury/Nov. 3, 2012 vs. Guelph/Nov. 4, 2012 at Peterborough), Dougie Hamilton (Nov. 3, 2012 vs. Guelph)	
Most Points	6
Brett Ritchie (Nov. 3, 2012 vs. Guelph)	
Most Power-Play Goals	3
Brett Ritchie (Nov. 4, 2012 at Peterborough)	
Most Shorthanded Goals	1
8 times	
Fastest Opening Goal	0:14
Mitchell Theoret (Nov. 9, 2012 at Mississauga Steelheads)	
Fastest Period Goal	0:14
Mitchell Theoret (Nov. 9, 2012 at Mississauga Steelheads)	
Fastest Two Goals by One Player	1:52
Brett Ritchie (Nov. 3, 2012 vs. Guelph)	
Fastest Three Goals by One Player	25:27
Steven Shipley (Dec. 31, 2012 vs. Erie)	
Longest Point Scoring Streak (Games)	15
Ryan Strome (Nov. 1, 2012 to Dec. 6, 2012. 13G, 13A)	
Longest Goal Scoring Streak (Games)	8
Brett Ritchie (Nov. 1, 2012 to Nov. 18, 2012. 16G, 16A)	

NIAGARA ICE DOGS

2013 OHL PRIORITY SELECTIONS

RD	NO	NAME	HOMETOWN	POS	HT	WT	BIRTHDATE
1	6	Hayden McCaol	Whitby, Ont.	Centre	6.02	190	4/11/1997
2	29	Zach Wilkie	Villa Park, IL	Right Defence	6.00	166	2/24/1997
3	40	Graham Knott	Holland Landing, Ont.	Left Wing	6.01	158	1/13/1997
3	53	Ryan Sarris	Brooklin, Ont.	Left Defence	6.00	174	3/4/1997
4	74	Johnny Carneil	Lindsay, Ont.	Centre	5.09	177	8/16/1997
7	126	Cady Caran	Sault Ste. Marie, Ont.	Centre	6.01	163	5/28/1996
9	166	Aric Smith	Toronto, Ont.	Right Wing	6.00	182	1/19/1997
10	186	Matthew Carrall	Whitby, Ont.	Left Wing	6.01	190	12/21/1997
12	226	Jahnathan Kovacevic	Niagara Falls, Ont.	Right Defence	6.01	175	7/12/1997
13	246	Ryan Langford	London, Ont.	Goaltender	6.02	151	5/12/1997
14	266	Michael Mantambault	Ann Arbor, MI	Centre	6.04	185	1/24/1997

CHL Impart Draft

2	71	Aleksandar Mikulavich	Defence	6.03	190	7/1/1996
2	80	Alexander Protapovich	Right Wing	6.01	175	8/16/1996

HEAD COACH

Marty Williamson

Born: May 2, 1963, Markham, Ontario

Coaching Record

Year	Club	GP	W	L	T	OT/SL	PTS	Finish
2004-05	Barrie Colts	68	33	23	9	3	78	2nd (Central)
2005-06	Barrie Colts	68	43	21		4	90	2nd (Central)
2006-07	Barrie Colts	68	48	19		1	97	1st (Central)
2007-08	Barrie Colts	68	28	34		6	62	4th (Central)
2008-09	Barrie Colts	68	30	33		5	65	3rd (Central)
2009-10	Barrie Colts	68	57	9		2	116	1st (Central)
2010-11	Niagara IceDogs	68	45	17		6	96	2nd (Central)
2011-12	Niagara IceDogs	68	47	18		3	97	1st (Central)
2012-13	Niagara IceDogs	68	30	34		4	64	4th (Central)
	Career Totals	612	361	208	9	34	765	Pct. .625

Coaching History

Peter Sturgeon and Jim Hultan 1998-99, Jim Hultan, Geoff Ward and Steve Cherry 1999-2000, Rick Vaive 2000-01; Dan Cherry 2001-02; Steve Ludzik 2002-03; Greg Gilbert 2003-04 to 2005-06; Mike Kelly 2006-07; Maria Cicchilla 2007-08 to 2008-09, Mike McCourt 2009-10, Marty Williamson 2010-11 to date.

2012-13 TEAM RECORD

	W	L	OTL	SL		W	L	OTL	SL
Overall Record:	30	34	2	2	vs. Barrie	0	5	1	0
Home Record:	18	14	1	1	vs. Belleville	2	2	0	0
Road Record:	12	20	1	1	vs. North Bay	2	4	0	0
Overtime Record:	4	3			vs. Erie	5	1	0	0
					vs. Guelph	1	1	0	0
vs. East Division Opponents	9	8	0	1	vs. Kingston	2	1	0	1
vs. Central Division Opponents	9	16	1	0	vs. Kitchener	1	1	0	0
vs. West Division Opponents	4	4	1	1	vs. London	0	2	0	0
vs. Midwest Division Opponents	8	6	0	0	vs. Mississauga	4	4	0	0
					vs. Oshawa	0	2	0	0
September Record	3	1	0	0	vs. Ottawa	3	1	0	0
October Record	6	5	1	0	vs. Owen Sound	1	1	0	0
November Record	9	3	0	1	vs. Peterborough	2	2	0	0
December Record	4	5	0	0	vs. Plymouth	0	2	0	0
January Record	1	9	1	1	vs. Saginaw	1	1	0	0
February Record	4	7	0	0	vs. Sarnia	0	0	1	1
March Record	3	4	0	0	vs. Sault Ste. Marie	1	1	0	0
					vs. Sudbury	3	3	0	0
Playoff Record:	1	4			vs. Windsor	2	0	0	0

NORTH BAY BATTALION

North Bay Memorial Gardens 100 Chippewa Street, North Bay, ON P1B 6G2
 Phone: 705.474.0626 x. 2800 • Fax: 705.475-1384
 email: info@battalionhockey.com • www.battalionhockey.com



TEAM DIRECTORY

Chairman and Governor

President, Alternate Governor

Director of Hockey Ops/Head Coach

Assistant Coaches

Asst. Gen. Manager/Dir. of Player Dev.

Athletic Therapist/Equipment Manager

Assistant Equipment Manager

Director of Scouting

Scouts

Marketing, Sales & Communications

Community Relations & Group Sales

Customer Service

Academic Advisor

Club Physicians

Club Dentists

C. Scott Abbott

Mike Griffin

Stan Butler

Ryan Oulahan, John Goodwin

Steve Chabbert, Rob Beatty

Matt Robideau

James Borrelli

Kirk Andrew

Bob Wetick

Steve Blinn, Jason Day, John Evans

Dave Gray, Errol Hook, Dan McIlhorne

Mark Davis

Phil Ercolani

Andrea Moreau

Erin Nixon

Judy Smith

Dr. Terry Rotondo, Dr. Jim Vigars

Dr. Mike Leckie, Dr. Chris Cothers

Dr. Rick Delisle

Dr. Fuad Karim

Dr. Len Burman, Dr. Kristin Hodge

Dr. Yvan Latour, Dr. Mario Lemay

Dr. Richard Zamperoni, Dr. Peter Fuzy

Dr. Anil Patel, Dr. Mike Guy



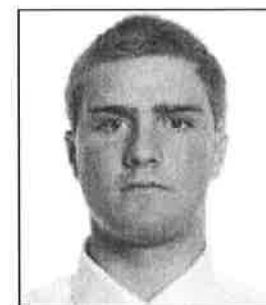
C. Scott Abbott



Mike Griffin



Stan Butler



Brett McKenzie

TEAM INFORMATION

Home Arena	North Bay Memorial Gardens		
Capacity	4,273	Dimensions	200' x 85'
Arena Phone	705.474-3770		
Arena Manager	Cathy Seguin	Media Box	Centre ice, west side
Team Colours	Green, Black, White, Gold, Red & Flesh		
Training Camp	North Bay Memorial Gardens		
Affiliated Team	North Bay Trappers		

NORTH BAY BATTALION

FRANCHISE RECORD

SEASON	NAME	GP	W	L	OTL	SL	PTS	GF	GA	FINISH
2012-13	Brampton Battalion	68	34	25	3	6	77	193	190	2nd (Central)
2011-12	Brampton Battalion	68	36	22		10	82	202	188	3rd (Central)
2010-11	Brampton Battalion	68	29	32		7	65	190	214	3rd (Central)
2009-10	Brampton Battalion	68	25	29		14	64	167	181	3rd (Central)
2008-09	Brampton Battalion	68	47	19		2	96	264	184	1st (Central)
2007-08	Brampton Battalion	68	42	22		4	88	259	187	1st (Central)
2006-07	Brampton Battalion	68	27	36		5	59	214	277	4th (Central)
2005-06	Brampton Battalion	68	44	21		3	91	275	222	1st (Central)
2004-05	Brampton Battalion	68	33	24	9	2	77	214	200	3rd (Central)
2003-04	Brampton Battalion	68	25	32	9	2	61	180	221	4th (Central)
2002-03	Brampton Battalion	68	34	24	6	4	78	239	202	1st (Central)
2001-02	Brampton Battalion	68	26	35	5	2	59	215	258	5th (Midwest)
2000-01	Brampton Battalion	68	33	22	9	4	79	231	210	3rd (Midwest)
1999-00	Brampton Battalion	68	25	28	11	4	65	213	226	3rd (Midwest)
1998-99	Brampton Battalion	68	8	57	3		19	198	362	5th (Midwest)
	OHL Totals	1,020	468	428	55	69	1,060	3,254	3,322	Pct. .520

TEAM RECORDS

SEASON

Team		
Most Points	(2008-09)	96
Most Goals	(2005-06)	275
Most Goals Against	(1998-99)	362
Fewest Goals Against	(2009-10)	181

Individual

Most Goals	Wojtek Walski (2005-06)	47
Most Assists	Wojtek Walski (2005-06)	81
Most Points	Wojtek Walski (2005-06)	128
Best G.A.A.	Patrick Killeen (2009-10)	2.42

GAME

Most Goals	4
Jeff Bateman (Jan. 23, 2000 vs. Kitchener); Jay McClement (Jan. 4, 2001 at Sarnia); Wojtek Walski (Jan. 22, 2006 vs Erie); Luke Lynes (Feb. 9, 2007 at London); Bobby Sanguinetti (Nov. 11, 2007 vs Mississauga), Evgeny Grachev (Nov. 16, 2008 vs Ottawa), Cody Hadgson (Nov. 6, 2008 vs Plymouth)	
Most Assists	6
Luch Aquino (March 3, 2006 vs Oshawa)	
Most Points	7
Wojtek Walski (Jan. 22, 2006 vs Erie)	
Most Power-Play Goals	3
Luke Lynes (Feb. 9, 2007 at London)	
Most Shorthanded Goals	2
Cody Hadgson (Nov. 23, 2007 at Kingston and Jan. 31, 2009 at Peterborough); Patrik Machac (Nov. 11, 2011 vs Niagara)	
Fastest Opening Goal	0:09
Lukas Havel (Nov. 21, 1999 vs. London)	
Fastest Period Goal	0:07
Evgeny Grachev (Oct. 30, 2008 vs Kingston)	
Fastest Two Goals by One Player	0:17
Brian Barker (Oct. 30, 1998 at Kitchener - 2nd period)	

Fastest Three Goals by One Player	10:22
Jay McClement (March 9, 2003 vs. Mississauga)	

INDIVIDUAL GAME RECORDS – 2012-13

Most Goals	3
Barclay Goodrow (Nov. 22, 2012 at Barrie), Nick Paul (Dec. 31, 2012 vs Mississauga), Brandon Robinson (Dec. 16, 2012 vs Niagara), Matt MacLeod (Mar. 15, 2013 vs Barrie)	
Most Assists	4
Marcus McIvor (Dec. 16, 2012 vs Niagara)	
Most Points	4
Marcus McIvor (Dec. 16, 2012 vs Niagara), Brandon Robinson (Dec. 16, 2012 vs Niagara), Matt MacLeod (Mar. 15, 2013 vs Barrie), Patrik Machac (Mar. 15, 2013 vs Barrie)	
Most Power-Play Goals	2
Barclay Goodrow (Sep. 30, 2012 at Oshawa)	
Most Shorthanded Goals	1
5 times	
Fastest Opening Goal	0:21
Mathew Santos (Jan. 6, 2013 vs Ottawa)	
Fastest Period Goal	0:21
Mathew Santos (Jan. 6, 2013 vs Ottawa)	
Fastest Two Goals by One Player	0:33
Mathew Santos (Oct. 18, 2012 at Niagara)	
Fastest Three Goals by One Player	16:14
Brandon Robinson (Dec. 16, 2012 vs Niagara)	
Longest Point Scoring Streak (Games)	8
Patrik Machac (Dec. 1, 2012 to Dec. 16, 2012. 4G, 4A)	
Longest Goal Scoring Streak (Games)	6
Barclay Goodrow (Nov. 10, 2012 to Nov. 22, 2012. 9G, 9A)	

2013 OHL PRIORITY SELECTIONS

RD	NO	NAME	HOMETOWN	POS	HT	WT	BIRTHDATE
1	10	Brett McKenzie	Vars, Ont.	Centre	6.01	181	3/12/1997
2	30	Mike Baird	Cayuga, Ont.	Left Wing	6.01	171	3/25/1997
3	50	Riley Bruce	Carp, Ont.	Right Defence	6.04	182	7/16/1997
4	70	Zachary Shankar	Prescott, Ont.	Left Defence	5.11	205	1/28/1997
5	85	Evan Carmier	Bowmanville, Ont.	Goaltender	6.02	176	11/6/1997
6	110	Austin Eastman	Lindsay, Ont.	Left Wing	5.10	158	5/6/1997
8	150	Jared Steege	Cobden, Ont.	Left Wing	5.11	180	1/7/1996
9	170	Owen Green	Williamsville, NY	Centre	6.04	180	3/23/1997
10	190	Garrett Forrest	Ashburn, VA	Goaltender	5.09	147	7/7/1997
11	206	Joshua Chiarot	Hamilton, Ont.	Left Defence	6.03	210	7/28/1997
11	210	Mark Shoemaker	Mississauga, Ont.	Right Defence	6.01	174	9/28/1997
12	230	Brady Brunet	Honmer, Ont.	Centre	5.10	193	10/2/1997
13	250	John Carter Maclean	Basking Ridge, NJ	Centre	6.02	200	2/27/1997
14	270	Darian Skeach	New Liskeard, Ont.	Right Defence	6.01	160	1/1/1997
15	290	Christian Cella	Woodbridge, Ont.	Right Wing	5.08	145	10/7/1997

CHL Import Draft

1	32	Alexander Henriksson	Skovdem, Sweden	Left Wing	6.01	190	2/7/1995
2	92	Vincent Praplan	Sierre, Switzerland	Left Wing	5.11	181	6/10/1994

HEAD COACH

Stan Butler Born: Toronto, Ont., February 2, 1956

Coaching Record

Year	Club	GP	W	L	T	OTL	PTS	Finish
1994-95	Oshawa Generals	66	40	21	5		85	2nd (East)
1995-96	Oshawa Generals	66	30	28	8		68	4th (East)
1998-99	Brampton Battalion	68	8	57	3		19	5th (Midwest)
1999-00	Brampton Battalion	68	25	28	11	4	65	3rd (Midwest)
2000-01	Brampton Battalion	68	33	22	9	4	79	3rd (Midwest)
2001-02	Brampton Battalion	68	26	35	5	2	59	5th (Midwest)
2002-03	Brampton Battalion	68	34	24	6	4	78	1st (Central)
2003-04	Brampton Battalion	68	25	32	9	2	61	4th (Central)
2004-05	Brampton Battalion	68	33	24	9	2	77	3rd (Central)
2005-06	Brampton Battalion	68	44	21	3	3	91	1st (Central)
2006-07	Brampton Battalion	68	27	36	5	5	59	4th (Central)
2007-08	Brampton Battalion	68	42	22	4	4	88	1st (Central)
2008-09	Brampton Battalion	68	47	19	2	2	96	1st (Central)
2009-10	Brampton Battalion	68	25	29		14	64	3rd (Central)
2010-11	Brampton Battalion	68	29	32		7	65	3rd (Central)
2011-12	Brampton Battalion	68	36	22		10	82	3rd (Central)
2012-13	Brampton Battalion	68	34	25		9	77	2nd (Central)
	OHL Totals	1,152	538	477	65	72	1,213	Pct. .526

Coaching History

Stan Butler 1998-99 to present.

2012-13 TEAM RECORD

	W	L	OTL	SL		W	L	OTL	SL
Overall Record:	34	25	3	6	vs. Barrie	5	0	1	0
Home Record:	21	10	1	2	vs. Belleville	1	2	0	1
Road Record:	13	15	2	4	vs. Erie	1	1	0	0
Overtime Record:	0	7			vs. Guelph	1	1	0	0
					vs. Kingston	2	2	0	0
vs. East Division Opponents	9	9	0	2	vs. Kitchener	0	1	0	1
vs. Central Division Opponents	18	5	3	2	vs. London	0	1	0	1
vs. West Division Opponents	5	5	0	0	vs. Mississauga	4	2	1	1
vs. Midwest Division Opponents	2	6	0	2	vs. Niagara	4	0	1	1
					vs. Oshawa	0	4	0	0
September Record	1	2	0	1	vs. Ottawa	3	0	0	1
October Record	4	4	3	1	vs. Owen Sound	0	2	0	0
November Record	7	5	0	0	vs. Peterborough	3	1	0	0
December Record	7	3	0	1	vs. Plymouth	0	2	0	0
January Record	4	4	0	2	vs. Saginaw	2	0	0	0
February Record	5	5	0	1	vs. Sarnia	1	1	0	0
March Record	6	2	0	0	vs. Sault Ste. Marie	1	1	0	0
					vs. Sudbury	5	3	0	0
Playoff Record:	1	4			vs. Windsor	1	1	0	0

OSHAWA GENERALS

General Motors Centre • 99 Athol Street East, Oshawa, Ontario L1H 1J8

Phone: 905.433.0900 • Fax: 905.433.0868

email: admin@oshawagenerals.com • www.oshawagenerals.com



TEAM DIRECTORY

President and Governor

Rocco Tullio

Vice President

John McMahon

General Manager

Jeff Twohey

Head Coach

D.J. Smith

Assistant GM & Assistant Coach

Roger Hunt

Assistant Coach

Paul McFarland

Goaltending Consultant

Zac Bierk

Head Ath. Trainer & Equip. Manager

Bryan Boyes

Head Scout

Mike Kelly

Scouts

Kevin Bloch, Mike Craig, Frank Evola

Anthony Herrington, Joe Beleskey

Danny O'Brien, Joe Washkurak,

Elio Capizzano

Gary Minacs

Team Travel Coordinator

Duncan Stauth

Vice President of Business Operations

Manager, Corporate Partnerships

Meghan Wright

Manager, Ticket Sales

Jason Hickman

Manager, Game Day Ops and Media Rel.

Andrew Edwards

Manager, Com. Relations/Merch.

Tricia Leone

Ticket Sales Representative

Chris Van Dusen

Office Administrator

Jody Cull

Academic Advisor

Tom Buchanan

Club Physicians

Dr. Bolger, Dr. Paulovic, Dr. Martin

Club Dentist

Dr. Gerrow



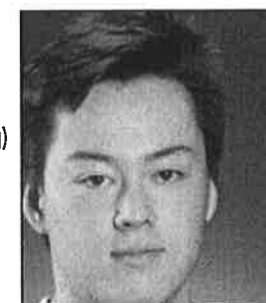
Rocco Tullio



Jeff Twohey



D.J. Smith



Mitchell Vande Sompel

TEAM INFORMATION

Home Arena General Motors Centre Capacity 5,180 (5,637 with standing)

Dimensions 85' x 200'

Box Office Phone 905.438.8881

Arena Manager Vince Vella

Media Room Lower Level

Team Colours Red, White, Blue

Training Camp General Motors Centre

Affiliated Team Whitby Fury

Manager: Frank Robinson

OSHAWA GENERALS

General Motors Centre • 99 Athol Street East, Oshawa, Ontario L1H 1J8

Phone: 905.433.0900 • Fax: 905.433.0868

email: admin@oshawagenerals.com • www.oshawagenerals.com



TEAM DIRECTORY

President and Governor

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Vice President

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General Manager

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Head Coach

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Manager, Ticket Sales

Jason Hickman

Manager, Game Day Ops and Media Rel.

Andrew Edwards

Manager, Com. Relations/Merch.

Tricia Leone

Ticket Sales Representative

Chris Van Dusen

Office Administrator

Jody Cull

Academic Advisor

Tom Buchanan

Club Physicians

Dr. Bolger, Dr. Paulovic, Dr. Martin

Club Dentist

Dr. Gerrow



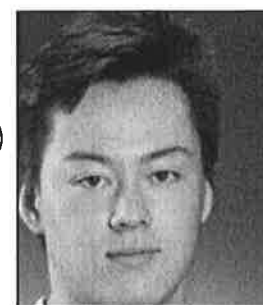
Rocco Tullio



Jeff Twohey



D.J. Smith



Mitchell Vande Sompel

TEAM INFORMATION

Home Arena	General Motors Centre	Capacity	5,180 (5,637 with standing)
Dimensions	85' x 200'	Arena Manager	Vince Vella
Box Office Phone	905.438.8881	Team Colours	Red, White, Blue
Media Room	Lower Level	Manager:	Frank Robinson
Training Camp	General Motors Centre		
Affiliated Team	Whitby Fury		

FRANCHISE RECORD

SEASON	NAME	GP	W	L	T	OL/SL	PTS	GF	GA	FINISH
2012-13	Oshawa Generals	68	42	22		4	88	235	192	2nd (East)
2011-12	Oshawa Generals	68	31	30		7	69	242	241	3rd (East)
2010-11	Oshawa Generals	68	39	19		10	88	273	240	2nd (East)
2009-10	Oshawa Generals	68	24	39		5	53	216	299	4th (East)
2008-09	Oshawa Generals	68	25	35		8	58	213	283	4th (East)
2007-08	Oshawa Generals	68	38	17		13	89	290	262	2nd (East)
2006-07	Oshawa Generals	68	31	29		8	70	292	320	2nd (East)
2005-06	Oshawa Generals	68	18	45		5	41	233	330	5th (East)
2004-05	Oshawa Generals	68	15	48	3	2	35	173	289	5th (East)
2003-04	Oshawa Generals	68	30	29	8	1	69	188	206	3rd (East)
2002-03	Oshawa Generals	68	34	30	2	2	72	243	225	4th (East)
2001-02	Oshawa Generals	68	23	33	7	5	58	205	247	4th (East)
2000-01	Oshawa Generals	68	20	36	7	5	52	184	254	5th (East)
1999-00	Oshawa Generals	68	32	32	4	2	70	227	224	5th (East)
1998-99	Oshawa Generals	68	39	24	5		83	280	217	3rd (East)
1997-98	Oshawa Generals	66	26	32	8		60	214	247	4th (East)
1996-97	Oshawa Generals	66	41	18	7		89	287	202	2nd (East)
1995-96	Oshawa Generals	66	30	28	8		68	248	238	4th (East)
1994-95	Oshawa Generals	66	40	21	5		85	300	242	2nd (East)
1993-94	Oshawa Generals	66	26	32	8		60	272	309	6th (Leyden)
1992-93	Oshawa Generals	66	33	28	5		71	270	268	3rd (Leyden)
1991-92	Oshawa Generals	66	31	26	9		71	274	273	5th (Leyden)
1990-91	Oshawa Generals	66	47	13	6		100	382	233	1st (Leyden)
1989-90	Oshawa Generals	66	42	20	4		88	334	244	1st (Leyden)
1988-89	Oshawa Generals	66	36	24	6		78	337	286	2nd (Leyden)
1987-88	Oshawa Generals	66	32	31	3		67	278	288	5th (Leyden)
1986-87	Oshawa Generals	66	49	14	3		101	322	201	1st (Leyden)
1985-86	Oshawa Generals	66	37	27	2		76	285	257	3rd (Leyden)
1984-85	Oshawa Generals	66	32	32	2		66	271	259	5th (Leyden)
1983-84	Oshawa Generals	70	37	32	1		75	315	297	4th (Leyden)
1982-83	Oshawa Generals	70	45	22	3		93	380	255	3rd (Leyden)
1981-82	Oshawa Generals	68	40	26	2		82	335	296	2nd (Leyden)
1980-81	Oshawa Generals	68	35	30	3		73	321	352	4th (Leyden)
1979-80	Oshawa Generals	68	42	26	0		84	329	275	3rd (Leyden)
1978-79	Oshawa Generals	68	37	30	1		75	367	326	3rd (Leyden)
1977-78	Oshawa Generals	68	30	26	12		72	320	289	3rd (Leyden)
1976-77	Oshawa Generals	66	5	57	4		14	216	444	6th (Leyden)
1975-76	Oshawa Generals	66	31	27	8		70	312	299	4th (Leyden)
1974-75	Oshawa Generals	70	28	33	9		65	288	306	7th
Totals (since 1974)		2,626	1,273	1,133	165	77	2,890	10,730	11,059	Pct. .550

TEAM RECORDS

SEASON

Team		
Most Points	(1986-87)	101
Most Goals	(1990-91)	382
Most Goals Against	(1976-77)	444
Fewest Goals Against	(1986-87)	201

Individual

Most Goals	Tony Tanti (1980-81)	81
Most Assists	Scott McCrory (1986-87)	99
Most Points	Tony Tanti (80-81)	150
Best GAA	Scott McCrory (86-87)	
	Dan Turple (2003-04)	2.63

GAME

Most Goals	6
Tony Tanti (Jan. 18, 1981 vs. Kitchener)	
Most Assists	7
Chuck Durocher (Nov. 28, 1976 vs. Sault Ste. Marie)	
Most Points	8
Tony Tanti (Jan. 18, 1981 vs. Kitchener)	
Most Powerplay Goals	4
Tony Tanti (Jan. 18, 1981 vs. Kitchener)	
Most Shorthanded Goals	2
Dan Gratton (1984-85), Eric Lindros (1990-91), Rob Pearson (1990-91), Scott Hallis (1991-92), Stephane Souliere (1994-95), Kurt Walsh (1995-96), Marc Savard (1996-97), Brandon Nolon (2002-03), John Tavares (2005-06), Michael Del Zotto (Jan. 13, 2008 vs Kingston)	
Fastest Opening Goal	0:05
Paul Gardner (Feb. 13, 1976 at Kitchener)	
Fastest Period Goal	0:04
Brett Trudell (Sep. 26, 2004 vs Mississauga - OT)	
Fastest Two Goals by One Player	0:04
Greg Malone (Oct. 22, 1974 - 3rd period)	
Fastest Three Goals by One Player	2:54
Peter Horochek (Oct. 14, 1979 vs. Kitchener - 3rd period)	

INDIVIDUAL GAME RECORDS — 2012-13

Most Goals	3
Scott Sabourin (Oct. 14, 2012 vs Landon), Scott Loughton (Feb. 15, 2013 at Saginaw), Lucas Lessio (Mar. 17, 2013 vs Sudbury), Boone Jenner (Mar. 8, 2013 at Kingston)	

Most Assists	4
Boone Jenner (Feb. 18, 2013 vs Sudbury)	

Most Points	4
Boone Jenner (Feb. 18, 2013 vs Sudbury/ Jan. 19, 2013 vs Kingston/ Nov. 1, 2012 at Peterborough), Michael Dal Colle (Nov. 4, 2012 vs Kingston), Tyler Biggs (Nov. 4, 2012 vs Kingston)	

Most Power-Play Goals	2
Boone Jenner (Mar. 8, 2013 at Kingston), Lucas Lessio (Sep. 30, 2012 vs Brampton)	

Most Shorthanded Goals	1
6 times	

Fastest Opening Goal	0:17
Scott Sabourin (Feb. 22, 2013 vs Ottawa)	

Fastest Period Goal	0:12
Michael Dal Colle (Nov. 4, 2012 vs Kingston)	

Fastest Two Goals by One Player	0:59
Scott Loughton (Feb. 15, 2013 at Saginaw)	

Fastest Three Goals by One Player	21:22
Scott Loughton (Feb. 15, 2013 at Saginaw)	

Longest Point Scoring Streak (Games)	9
Scott Sabourin (Feb. 9, 2013 to Feb. 27, 2013. 6G, 6A)	

Longest Goal Scoring Streak (Games)	6
Boone Jenner (Nov. 18, 2012 to Dec. 2, 2012. 9G, 9A)	

OTTAWA 67's

700 Industrial Ave, Suite 220, Ottawa, ON K1G 0Y9

Phone: 613.232.6767 • Fax: 613.232.5586

email: ottawa67s@chl.ca • www.ottawa67s.com



TEAM DIRECTORY

Governor	Jeff Hunt
Executive VP/Chief Marking Officer	Patrick Whalen
Vice-President	Randy Burgess
Senior Advisor	Brian Kilrea
GM/Head Coach	Chris Byrne
Assistant GM	Pat Higgins
Associate Coach	Misha Donskov
Assistant Coach	Shean Donovan
Assistant Coach	Travis Crickard
Hockey Operations Ass't/Eq. Manager	Chris Hamilton
Athletic Trainer	Mario Dupuis
Scouts	Joe Rowley
	Rob Toffoli
	Dylan Seca
	Gerry Skrypec
	Peter Anthony
	Sharon Mayne-Dalke
Executive Assistant	Eileen Duffin
Academic Advisor	Dr. Rob Gauvreau
Lead Physician	Dr. Taryn Taylor
Club Physician	Dr. Nalin Bhargava
Club Dentists	Dr. George Wehbi
	Dr. Kevin Rattray



Jeff Hunt



Brian Kilrea



Chris Byrne



Travis Konecny

TEAM INFORMATION

Home Arena	Canadian Tire Centre	Capacity	19,153
Dimensions	200' x 85'	Arena Phone	613.599.0100
Arena Manager	Tom Conroy		
Media Room	Sens Media Centre (Gate 3)	Media Box	400 Level
Training Camp	Fred Barrett Arena	Team Colours	Red, White, & Black

OTTAWA 67's

FRANCHISE RECORD

SEASON	NAME	GP	W	L	T	OTL/SL	PTS	GF	GA	FINISH
2012-13	Ottawa 67's	68	16	46		6	38	208	323	5th (East)
2011-12	Ottawa 67's	68	40	20		8	88	268	216	1st (East)
2010-11	Ottawa 67's	68	44	19		5	93	278	199	1st (East)
2009-10	Ottawa 67's	68	37	23		8	82	246	219	1st (East)
2008-09	Ottawa 67's	68	40	21		7	87	272	231	2nd (East)
2007-08	Ottawa 67's	68	29	34		5	63	201	237	3rd (East)
2006-07	Ottawa 67's	68	30	34		4	64	242	263	4th (East)
2005-06	Ottawa 67's	68	29	31		8	66	240	244	4th (East)
2004-05	Ottawa 67's	68	34	26	7	1	76	244	210	2nd (East)
2003-04	Ottawa 67's	68	29	26	9	4	71	238	220	1st (East)
2002-03	Ottawa 67's	68	44	14	7	3	98	318	210	1st (East)
2001-02	Ottawa 67's	68	36	20	10	2	84	262	218	2nd (East)
2000-01	Ottawa 67's	68	33	21	10	4	80	249	201	2nd (East)
1999-00	Ottawa 67's	68	43	21	4	1	91	269	189	1st (East)
1998-99	Ottawa 67's	68	48	13	7		103	305	164	1st (East)
1997-98	Ottawa 67's	66	40	17	9		89	286	172	1st (East)
1996-97	Ottawa 67's	66	49	11	6		104	320	177	1st (East)
1995-96	Ottawa 67's	66	39	22	5		83	258	200	1st (East)
1994-95	Ottawa 67's	66	22	38	6		50	232	276	6th (East)
1993-94	Ottawa 67's	66	33	22	11		77	274	229	2nd (Leyden)
1992-93	Ottawa 67's	66	16	42	8		40	220	310	8th (Leyden)
1991-92	Ottawa 67's	66	32	30	4		68	280	251	6th (Leyden)
1990-91	Ottawa 67's	66	39	25	2		80	301	280	4th (Leyden)
1989-90	Ottawa 67's	66	38	26	2		78	320	265	4th (Leyden)
1988-89	Ottawa 67's	66	30	32	4		64	295	301	5th (Leyden)
1987-88	Ottawa 67's	66	38	26	2		78	341	294	2nd (Leyden)
1986-87	Ottawa 67's	66	33	28	5		71	310	280	3rd (Leyden)
1985-86	Ottawa 67's	66	18	46	2		38	274	352	7th (Leyden)
1984-85	Ottawa 67's	66	20	43	3		43	263	376	6th (Leyden)
1983-84	Ottawa 67's	70	50	18	2		102	347	223	1st (Leyden)
1982-83	Ottawa 67's	70	46	21	3		95	395	278	1st (Leyden)
1981-82	Ottawa 67's	68	47	19	2		96	353	248	1st (Leyden)
1980-81	Ottawa 67's	68	45	20	3		93	360	264	2nd (Leyden)
1979-80	Ottawa 67's	68	45	20	3		93	402	288	2nd (Leyden)
1978-79	Ottawa 67's	68	30	38	0		60	319	344	4th (Leyden)
1977-78	Ottawa 67's	68	43	18	7		93	405	308	1st (Leyden)
1976-77	Ottawa 67's	66	38	23	5		81	348	288	1st (Leyden)
1975-76	Ottawa 67's	66	34	23	9		77	331	291	2nd (Leyden)
1974-75	Ottawa 67's	70	33	30	7		73	379	382	4th
Totals (since 1974)		2,626	1,390	1,007	154	67	2,999	11,453	9,948	Pct. .571

Franchise granted for the 1967-68 season

TEAM RECORDS

SEASON

Team		
Most Points	(1996-97)	104
Most Goals	(1977-78)	405
Most Goals Against	(1974-75)	382
Fewest Goals Against	(1998-99)	164

Individual

Most Goals	Peter Lee (1975-76)	81
Most Assists	Bob Smith (1977-78)	123
Most Points	Bob Smith (1977-78)	192
Best GAA	Levente Szuper (1998-99)	2.33

GAME

Most Goals	6
Tim Young (Jan. 24, 1975 vs. St. Catharines)	
Most Assists	7
Tim Young (Feb. 16, 1975 vs. London)	
Most Points	8
Tim Young (Jan. 24, '75 vs. St. Catharines and Feb. 16, '75 vs. London); Derek Grant and Steve Washburn (Feb. 19, '95 at S.S.Marie)	
Most Powerplay Goals	5
Bob Smith (Oct. 2, 1977 vs. Niagara Falls)	
Most Shorthanded Goals	2
Bruce Baker (1974-75); Bob Smith (1976-77); Shean Donovan (1993-94), Alyn McCauley (1996-97)	
Fastest Opening Goal	0:09
Frank Dannelly (Sept. 27, 1974 vs. Toronto); Warren Holmes (Feb. 12, 1977 at Kitchener)	
Fastest Period Goal	0:07
Alyn McCauley (Dec. 10, 1994 at Belleville - 2nd period)	
Fastest Two Goals by One Player	0:07
Jim Fox (Jan. 2, 1979 at Brantford - 3rd period)	

Fastest Three Goals by One Player 0:25
Tom McDonnell (Dec. 10, 1976 vs. Sudbury - 2nd period)

INDIVIDUAL GAME RECORDS — 2012-13

Most Goals 3
Tyler Graovac (Sep. 29, 2012 vs Erie/ Oct. 26, 2012 at Kingston), Sean Monahan (Feb. 9, 2013 vs Windsor), Ryon Van Stralen (Feb. 10, 2013 vs Belleville)

Most Assists 4
Cody Ceci (Sep. 20, 2012 vs Barrie), Sean Monahan (Jan. 6, 2013 at Brampton)

Most Points

Most Power-Play Goals

Most Shorthanded Goals

Fastest Opening Goal

Fastest Period Goal

Fastest Two Goals by One Player

Fastest Three Goals by One Player

Longest Point Scoring Streak (Games)

Longest Goal Scoring Streak (Games)

2013 OHL PRIORITY SELECTIONS

RD	NO	NAME	HOMETOWN	POS	HT	WT	BIRTHDATE
1	1	Travis Konecny	Mt. Brydges, Ont.	Centre	5.09	162	3/11/1997
2	20	Troy Henley	Paulsboro, NJ	Right Defence	5.11	186	1/13/1997
4	60	Dylan McDonald	Metcalfe, Ont.	Centre	6.02	170	2/10/1997
5	89	Ben Fanjoy	Ottawa, Ont.	Centre	6.00	174	5/10/1997
6	100	Matthew Mercer	Georgetown, Ont.	Left Defence	6.03	204	6/13/1997
7	120	Benjamin Blacker	Oakville, Ont.	Goaltender	5.08	152	4/23/1997
7	121	Steven Ruggiero	Kings Park, NY	Right Defence	6.03	175	1/1/1997
7	128	Brandon Zulla	Nepean, Ont.	Left Wing	6.02	181	2/15/1997
10	180	Marcus Semiao	Bradford, Ont.	Goaltender	5.08	190	7/23/1997
11	200	Donovan Ott	Lebanon, PA	Centre	6.00	204	2/21/1997
13	247	Branden Makara	Gloucester, Ont.	Centre	5.07	140	5/22/1997
14	260	Ethan Wiseman	Mississauga, Ont.	Right Wing	5.11	162	9/14/1997
15	280	Isaak Iacobucci	Vaughan, Ont.	Centre	6.00	161	8/17/1997

CHL Import Draft

HEAD COACH

Chris Byrne

Born: June 12, 1974, Nepean, Ontario

Year	Club	GP	W	L	T	OTL	PTS	Finish
2009-10	Ottawa 67's	68	37	23	-	8	82	1st (East)
2010-11	Ottawa 67's	68	44	19	-	5	93	1st (East)
2011-12	Ottawa 67's	68	40	20	-	8	88	1st (East)
2012-13	Ottawa 67's	68	16	46	-	6	38	5th (East)
	OHL Totals	272	137	108	-	27	301	Pct. .553

Coaching History

Bill Long, 1967-68 to 1971-72; Leo Boivin, 1972-73 and 1973-74; Brian Kilrea, 1974-75 to 1983-84; Cliff Stewart and Bob Ellett, 1984-85; Bob Ellett, 1985-86; Brian Kilrea, 1986-87 to 1993-94; Peter Lee, 1994-95; Brian Kilrea, 1995-96 2008-09; Chris Byrne 2009-10 to date.

2012-13 TEAM RECORD

	W	L	OTL	SL		W	L	OTL	SL
Overall Record:	16	46	0	6	vs. Barrie	0	4	0	0
Home Record:	6	25	0	3	vs. Belleville	1	7	0	0
Road Record:	10	21	0	3	vs. Brampton	1	3	0	0
Overtime Record:	0	3			vs. Erie	1	1	0	0
					vs. Guelph	0	2	0	0
vs. East Division Opponents	7	19	0	4	vs. Kingston	4	3	0	1
vs. Central Division Opponents	3	14	0	1	vs. Kitchener	2	0	0	0
vs. West Division Opponents	3	6	0	1	vs. London	0	2	0	0
vs. Midwest Division Opponents	3	7	0	0	vs. Mississauga	0	3	0	1
					vs. Niagara	1	3	0	0
September Record	1	3	0	0	vs. Oshawa	0	4	0	2
October Record	3	5	0	2	vs. Owen Sound	0	2	0	0
November Record	3	11	0	0	vs. Peterborough	2	5	0	1
December Record	3	6	0	1	vs. Plymouth	0	2	0	0
January Record	3	8	0	1	vs. Saginaw	0	2	0	0
February Record	2	8	0	1	vs. Sarnia	1	1	0	0
March Record	1	5	0	1	vs. Sault Ste. Marie	1	1	0	0
					vs. Sudbury	1	1	0	0
					vs. Windsor	1	0	0	1

OWEN SOUND ATTACK

P.O. Box 1420, Owen Sound, Ontario N4K 6T5
 Phone: 519.371.7452 • Fax: 519.371.7990
 email: attack@bmts.com • www.attackhockey.com



TEAM DIRECTORY

President	Dr. Bob Severs
Governor	Peter MacDermid
Business Manager	Ray McKelvie
General Manager	Dale DeGray
Head Coach	Greg Ireland
Assistant Coaches	Drew Bannister
	Daniel Tkaczuk
	Greg Redquest
Goaltending Coach	Andrew Hopf
Strength and Conditioning Coach	Andy Brown
Athletic Therapist	Bryan Denney
Player Personnel	Ian MacLellan
Assistant General Manager	Matt Hallett, Don McIlhone
Scouts	Rod Freiburger, Jason Michelutti
	Eric Navarro, Mark Sylvester
	Steve Ludzik Jr., Joe Hishon Sr.
	Deron Bauer
Dir. of Marketing and Public Relations	Brent Fisher
Academic Advisor	Sarah Rowe
Club Physician	Dr. Cam Tweedie
Club Dentist	Dr. Sean Stewart



Dr. Bob Severs



Dale DeGray



Greg Ireland



Ethan Szypula

TEAM INFORMATION

Home Arena	J.D. McArthur Arena/Harry Lumley Bayshore Community Centre		
Capacity	3,500	Dimensions	200' x 85'
Box Office Phone	519.371.7452	Arena Phone	519.376.3594
Arena Manager	Mark Kazarian	Press Box	West side, above sec.H
Team Colours	Red, Black, Gold & White		
Training Camp	Harry Lumley Bayshore Community Centre		

FRANCHISE RECORD

SEASON	NAME	GP	W	L	T	SL	PTS	GF	GA	FINISH
2012-13	Owen Sound Attack	68	44	18		6	94	231	165	2nd (Midwest)
2011-12	Owen Sound Attack	68	32	29		7	71	234	220	3rd (Midwest)
2010-11	Owen Sound Attack	68	46	17		5	97	283	215	1st (Midwest)
2009-10	Owen Sound Attack	68	27	33		8	62	221	276	5th (Midwest)
2008-09	Owen Sound Attack	68	26	27		15	67	226	258	4th (Midwest)
2007-08	Owen Sound Attack	68	20	41		7	47	200	290	4th (Midwest)
2006-07	Owen Sound Attack	68	31	30		7	69	256	261	4th (Midwest)
2005-06	Owen Sound Attack	68	32	29		7	71	239	239	4th (Midwest)
2004-05	Owen Sound Attack	68	40	18	7	3	90	245	187	2nd (Midwest)
2003-04	Owen Sound Attack	68	30	27	7	4	71	202	210	4th (Midwest)
2002-03	Owen Sound Attack	68	27	30	7	4	65	206	243	4th (Midwest)
2001-02	Owen Sound Attack	68	24	31	10	3	61	200	240	4th (Midwest)
2000-01	Owen Sound Attack	68	31	27	7	3	72	256	236	4th (Midwest)
1999-00	Owen Sound Platers	68	21	41	6	6	54	237	292	5th (Midwest)
1998-99	Owen Sound Platers	68	39	24	5	5	83	312	293	2nd (Midwest)
1997-98	Owen Sound Platers	66	27	34	5	5	59	270	312	4th (Central)
1996-97	Owen Sound Platers	66	27	37	2	2	56	258	318	4th (Central)
1995-96	Owen Sound Platers	66	29	32	5	6	63	274	313	4th (Central)
1994-95	Owen Sound Platers	66	22	38	6	6	50	239	299	3rd (Central)
1993-94	Owen Sound Platers	66	34	30	2	2	70	303	284	4th (Emms)
1992-93	Owen Sound Platers	66	29	29	8	8	66	330	324	4th (Emms)
1991-92	Owen Sound Platers	66	23	41	2	2	48	260	315	6th (Emms)
1990-91	Owen Sound Platers	66	13	48	5	5	31	269	373	7th (Emms)
1989-90	Owen Sound Platers	66	28	31	7	7	63	265	305	4th (Emms)
1988-89	Guelph Platers	66	26	32	8	8	60	257	288	4th (Emms)
1987-88	Guelph Platers	66	21	40	5	5	47	249	318	7th (Emms)
1986-87	Guelph Platers	66	29	35	2	2	60	275	281	6th (Emms)
1985-86	Guelph Platers	66	41	23	2	2	84	297	235	2nd (Emms)
1984-85	Guelph Platers	66	21	40	5	5	47	230	332	7th (Emms)
1983-84	Guelph Platers	70	20	46	4	4	44	252	366	7th (Emms)
1982-83	Guelph Platers	70	7	63	0	0	14	246	555	8th (Emms)
	Franchise Totals	2,084	867	1,021	117	86	1,936	7,822	8,843	Pct. .464

TEAM RECORDS

SEASON

Team		
Most Points	(2010-11)	97
Most Goals	(1992-93)	330
Most Goals Against	(1982-83)	555
Fewest Goals Against	(2004-05)	187

Individual

Most Goals	Andrew Brunette (1992-93)	62
Most Assists	Andrew Brunette (1992-93)	100
Most Points	Andrew Brunette (1992-93)	162
Best GAA	Mike Brown (2004-05)	2.48

GAME

Most Goals	5
Wes Goldie (Jan 6/99 vs. Toronto); Josh Bailey (Oct. 28/06 in Erie)	
Most Assists	5
Kirk Muller (Feb 24/84 vs. North Bay); Wayne Primeau (Mar 11/95 vs. Ottawa); Dan Snyder (Jan 6/99 vs. Toronto); Bryan Kazarion (Sept 24/99 at S.S. Marie); Bobby Ryan (Oct 8/05 vs Oshawa and Oct 22/05 vs Guelph)	
Most Points	7
Jim Ensom (Jan 10/96 vs. Sudbury)	
Most Powerplay Goals	3
Jason MacDonald (Feb 15/93 at Detroit); Larry Paleczny (Dec 13/96 at Kingston); Daniel Sisco (Nov. 21/01 vs. Kitchener)	
Most Shorthanded Goals	2
Guy Larose (Nov 29/85 at S. S. Marie); Greg Jacino (Dec. 20/00 vs. Erie); Bobby Ryan (Mar. 6/05 at Toronto)	
Fastest Opening Goal	0:11
Rob Schwyer (Nov 5/94 at Kingston); Scott Giles (Feb 11/06 vs. S.S. Marie)	
Fastest Period Goal	0:08
Jim Brown (Feb 21/92 at Kitchener - 2nd period)	
Fastest Two Goals by One Player	0:12
John McIntyre (Jan 29, 1987 vs. London - 2nd period)	

Fastest Three Goals by One Player 5:27
Paul Kelly (Feb 20, 1987 at London - 2nd period)

INDIVIDUAL GAME RECORDS — 2012-13

Most Goals	3
Daniel Catenacci (Feb. 23, 2013 vs Saginaw); Artur Govrus (Mar. 8, 2013 vs Erie)	
Most Assists	4
Daniel Catenacci (Nov. 10, 2012 vs S.S. Marie Greyhounds) Daniel Milne (Mar. 8, 2013 vs Erie)	
Most Points	5
Daniel Catenacci (Feb. 23, 2013 vs Saginaw/Nov. 10, 2012 vs S.S. Marie)	
Most Power-Play Goals	2
Steven Jones (Feb. 8, 2013 at London)	
Most Shorthanded Goals	2
Cameron Brace (Nov. 30, 2012 at Sudbury)	
Fastest Opening Goal	0:38
Kurtis Gabriel (Jan. 20, 2013 at Ottawa)	
Fastest Period Goal	0:09
Zach Nostasiuk (Feb. 21, 2013 at Barrie)	
Fastest Two Goals by One Player	1:11
Kyle Hope (Jan. 4, 2013 at Plymouth)	
Fastest Three Goals by One Player	42:35
Artur Govrus (Mar. 8, 2013 vs Erie)	
Longest Point Scoring Streak (Games)	11
Gemel Smith (Oct. 5, 2012 to Nov. 3, 2012. 8G, 8A)	
Longest Goal Scoring Streak (Games)	5
Cameron Brace (Oct. 5, 2012 to Oct. 19, 2012. 6G, 6A)	

PETERBOROUGH PETES

Peterborough Memorial Centre, 151 Lansdowne St. West, Peterborough, ON K9J 1Y4

Phone: 705.743.3681 • Fax: 705.743.5497

email: cwebster@gopetesgo.com • www.gopetesgo.com



TEAM DIRECTORY

President

Jim Devlin

Governor

Dr. Robert Neville

Board of Directors

Pat Casey, Ken Jackman, Dave Pogue,

Dave Lorentz, Rod McGillis

Mike Oke

General Manager

Jody Hull

Head Coach

Bryan Helmer, Paul Mattucci

Assistant Coaches

Andrew Verner

Goaltending Coach

Robert Francz

Strength & Conditioning Coach

Karen Westby

Power Skating Coach

Yoga Instructor

Liz Doris

Head Trainer

Brian Miller

Assistant Trainers

Larry Smith, Terry Bowser

Director of Scouting

Chris McNamara

Scouts

Dave Gow, Ron Ringler, Steve Richey,

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Randy Walker, Andy Hooper

Dir. Sales, Marketing and Advertising

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Office Administrator

Cathie Webster

Director of Merchandise

Don Sharp

Dir of Com. & Game Night Operations

Burton Lee

Dir of Com. Events/Marketing Assistant

Matt D'Agostini

Academic Advisor

Janet Wylie

Club Physicians

Dr. Craig Maltman, Dr. Mike Munoz,

Dr. Brendan Hughes, Dr. Scott Ferrier

Team Orthopedic Surgeon

Dr. Crawford Dabson

Team Dentist

Dr. Brent Jibb



Jim Devlin



Mike Oke



Jody Hull



Matthew Spencer

TEAM INFORMATION

Home Arena	Memorial Centre	Capacity	3,729
Dimensions	195' x 85'	Arena Phone	705.743.3561
Arena Manager	Sue Warrington	Team Colours	Maroon & white
Training Camp	Memorial Centre		
Affiliated Teams	Lindsay Muskies Jr. A Cobourg Cougars Jr. A		

PETERBOROUGH PETES

FRANCHISE RECORD

SEASON	NAME	GP	W	L	T	OL/SL	PTS	GF	GA	FINISH
2012-13	Peterborough Petes	68	26	35		7	59	202	254	4th (East)
2011-12	Peterborough Petes	68	27	34		7	61	219	281	4th (East)
2010-11	Peterborough Petes	68	20	45		3	43	195	298	5th (East)
2009-10	Peterborough Petes	68	29	35		4	62	231	277	3rd (East)
2008-09	Peterborough Petes	68	28	37		3	59	210	266	3rd (East)
2007-08	Peterborough Petes	68	28	36		4	60	199	250	4th (East)
2006-07	Peterborough Petes	68	24	39		5	53	198	274	5th (East)
2005-06	Peterborough Petes	68	47	16		5	99	269	199	1st (East)
2004-05	Peterborough Petes	68	34	21	9	4	81	238	215	1st (East)
2003-04	Peterborough Petes	68	22	40	3	3	50	191	244	4th (East)
2002-03	Peterborough Petes	68	32	22	11	3	78	222	215	2nd (East)
2001-02	Peterborough Petes	68	33	22	7	6	79	242	215	3rd (East)
2000-01	Peterborough Petes	68	30	28	8	2	70	221	213	3rd (East)
1999-00	Peterborough Petes	68	34	27	7	1	76	242	219	4th (East)
1998-99	Peterborough Petes	68	40	26	2	2	82	266	213	4th (East)
1997-98	Peterborough Petes	66	20	36	10	5	50	212	273	5th (East)
1996-97	Peterborough Petes	66	39	25	2	2	80	251	238	3rd (East)
1995-96	Peterborough Petes	66	35	22	9	9	79	289	235	2nd (East)
1994-95	Peterborough Petes	66	26	34	6	6	58	255	286	5th (East)
1993-94	Peterborough Petes	66	15	41	10	10	40	252	350	7th (Leyden)
1992-93	Peterborough Petes	66	46	15	5	5	97	352	239	1st (Leyden)
1991-92	Peterborough Petes	66	41	18	7	7	89	318	256	1st (Leyden)
1990-91	Peterborough Petes	66	33	26	7	7	73	272	254	5th (Leyden)
1989-90	Peterborough Petes	66	37	23	6	6	80	294	236	3rd (Leyden)
1988-89	Peterborough Petes	66	42	22	2	2	86	302	235	1st (Leyden)
1987-88	Peterborough Petes	66	44	17	5	5	93	325	212	1st (Leyden)
1986-87	Peterborough Petes	66	35	24	7	7	77	267	212	2nd (Leyden)
1985-86	Peterborough Petes	66	45	19	2	2	92	289	190	1st (Leyden)
1984-85	Peterborough Petes	66	42	20	4	4	88	354	233	1st (Leyden)
1983-84	Peterborough Petes	70	43	23	4	4	90	380	307	3rd (Leyden)
1982-83	Peterborough Petes	70	46	22	2	2	94	367	278	2nd (Leyden)
1981-82	Peterborough Petes	68	36	29	3	3	75	291	266	3rd (Leyden)
1980-81	Peterborough Petes	68	29	36	3	3	61	287	290	5th (Leyden)
1979-80	Peterborough Petes	68	47	20	1	1	95	316	238	1st (Leyden)
1978-79	Peterborough Petes	68	46	19	3	3	95	341	245	1st (Leyden)
1977-78	Peterborough Petes	68	37	18	13	13	87	327	273	2nd (Leyden)
1976-77	Peterborough Petes	66	31	28	7	7	69	307	209	4th (Leyden)
1975-76	Peterborough Petes	66	18	37	11	11	47	204	284	6th (Leyden)
1974-75	Peterborough Petes	70	37	20	13	13	87	311	254	2nd
Totals (since 1974)		2,558	1,300	1,018	198	33	2,841	10,310	9,452	Pct. .555

TEAM RECORDS

SEASON

Team		
Most Points	(2005-06)	99
Most Goals	(1983-84)	380
Most Goals Against	(1993-94)	350
Fewest Goals Against	(1985-86)	190

Individual

Most Goals	Scott Tottle (1983-84)	63
Most Assists	Mark Teevens (1984-85)	90
Most Points	Mike Harding (1992-93)	136
Best GAA	Chuck Goddard (1962-63)	2.49

Game

Most Goals	5
Bill Gardner (Nov. 22/79 vs. Oshawa), Doug Evans (Oct. 20/83 vs. North Bay)	

Most Assists	6
Doug Evans (Jan. 26/84 vs. Toronto)	

Most Points	7
Ron Mason (Jan. 13/77 vs. Kitchener), Ken Strang (Oct. 8/82 at Guelph), Doug Evans (Jan. 26/84 vs. Toronto)	

Most Powerplay Goals	3
Doug Evans (Oct. 20/83 vs. North Bay), John Johnson (Oct. 26/91 vs. Cornwall), Dave Roche (Jan. 28/93 vs. Newmarket), Brent Tully (Feb. 24/94 vs. Belleville)	

Most Shorthanded Goals	2
Scott Tottle (Nov. 20/83 at Kingston), Geoff Ingram (Jan. 22/89 at Toronto), Cameron Monn (Jan. 20/96 vs. Ottawa), Eric Staal (Sept. 26/02 vs. Mississauga)	

Fastest Opening Goal	0:06
Matt Lohey (Nov. 3/96 at North Bay)	

Fastest Period Goal	0:07
Jim Wiemer (twice - Nov. 8/79 vs. Niagara Falls - 2nd period, and Jan. 24/81 vs. Ottawa - 2nd period)	

Fastest Two Goals by One Player	0:10
Ryan Pawluk (Dec. 8/94 vs. North Bay - first period)	

Fastest Three Goals by One Player	1:38
Greg Theberge (Nov. 10/78 of Ottawa - 2nd period)	

INDIVIDUAL GAME RECORDS — 2012-13

Most Goals	3
Nick Ritchie (Nov. 15/12 vs Ottawa)	

Most Assists	4
Nelson Armstrong (Mar. 10/13 vs Ottawa)	

Most Points	4
Nelson Armstrong (Mar 10/13 vs Ottawa), Derek Mothers (Feb 21/13 vs Oshawa)	

Most Power-Play Goals	2
Francis Menard (Oct. 14/12 at Guelph)	

Most Shorthanded Goals	1
5 times	

Fastest Opening Goal	0:13
Alan Quine (Nov. 9/12 at Erie)	

Fastest Period Goal	0:13
Alan Quine (Nov. 9, 2012 at Erie)	

Fastest Two Goals by One Player	3:06
Brett Findlay (Dec. 8, 2012 at Sudbury)	

Fastest Three Goals by One Player	28:45
Nick Ritchie (Nov. 15, 2012 vs Ottawa)	

Longest Point Scoring Streak (Games)	9
Nick Ritchie (Feb. 2, 2013 to Feb. 23, 2013. 5G, 5A)	

Longest Goal Scoring Streak (Games)	5
Stephen Pierog (Feb. 14, 2013 to Feb. 23, 2013. 6G, 6A)	

2013 OHL PRIORITY SELECTIONS

RD	NO	NAME	HOMETOWN	POS	HT	WT	BIRTHDATE
1	3	Matthew Spencer	Oakville, Ont.	Right Defence	6.01	192	3/24/1997
2	25	Cameron Lizotte	Falconbridge, Ont.	Left Defence	6.00	185	8/24/1997
2	39	Mitchell Webb	Ridgeway, Ont.	Left Wing	6.00	174	1/10/1997
3	48	Josh Coyle	London, Ont.	Centre	6.03	195	7/27/1997
4	75	Connor Clifton	Motowan, NJ	Right Defence	5.10	175	4/28/1995
5	82	Jack Webb	Ridgeway, Ont.	Left Wing	6.02	170	1/10/1997
5	98	David Lobsinger	Kitchener, Ont.	Goaltender	5.10	179	2/25/1997
7	122	Austin Ulett	Port Perry, Ont.	Centre	6.01	185	3/8/1997
8	142	Dakota Brancatella	Nobleton, Ont.	Left Defence	6.01	160	3/2/1997
8	153	Jared Marino	Niagara Falls, Ont.	Left Wing	6.00	186	3/5/1997
9	162	Scott Smith	Oakville, Ont.	Goaltender	6.01	163	2/17/1997
10	181	Samuel Hunter	Toronto, Ont.	Right Defence	6.02	195	6/4/1997
11	202	Ethon Wensink	Embrun, Ont.	Right Wing	6.00	163	2/3/1997
12	222	Brandon Savoy	Newmarket, Ont.	Left Wing	5.10	161	11/14/1997
13	242	Logan DeNoble	Peterborough, Ont.	Centre	5.08	171	10/15/1997
14	262	Ethon Cragg	Vaughan, Ont.	Left Defence	6.01	170	1/25/1997
15	282	Cole Poliziani	Burlington, Ont.	Centre	5.07	161	9/26/1997

CHL Import Draft

1	8	Matej Paulovic	Topolcany, Slovakia	Right Wing	6.03	187	1/13/1995
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HEAD COACH

Jody Hull

Born: February 2, 1969, Petrolia, Ont.

Coaching Record

Year	Club	GP	W	L	OTL	SL	PTS	Finish
2012-13	Peterborough Petes							

Coaching History

Frank Mario, 1962-63 to 1964-65; Roger Bedard, 1965-66; Roger Bedard and Roger Neilson, 1966-67; Roger Neilson 1967-68 to 1975-76; Garry Young, 1976-77; Gary Green, 1977-78 to 1978-79; Mike Keenan, 1979-80; Dove Dryden 1980-81, Dave Dryden and Dick Todd, 1981-82; Dick Todd 1982-83 to 1992-93; Oave MacQueen, 1993-94 to 1995-96; Brian Drumm, 1996-97; Brian Drumm and Jeff Twohey, 1997-98; Rick Allain, 1998-99 to 2003-04, Dick Todd 2004-05 to 2005-06; Vince Malette 2006-07 to 2007-08; Ken McRae 2008-09 to 2009-10, Mike Pelino 2010-11 to 2011-12; Mike Pelino and Jody Hull, 2012-13; Jody Hull 2013-14 to date.

2012-13 TEAM RECORD

	W	L	OTL	SL		W	L	OTL	SL
Overall Record:	26	35	3	4	vs. Barrie	0	4	0	0
Home Record:	15	17	1	1	vs. Belleville	4	1	1	0
Road Record:	11	18	2	3	vs. Brampton	1	3	0	0
Overtime Record:	2	6			vs. Erie	0	2	0	0
					vs. Guelph	0	1	1	0
vs. East Division Opponents	16	9	2	1	vs. Kingston	4	1	1	0
vs. Central Division Opponents	5	14	0	1	vs. Kitchener	1	0	0	1
vs. West Division Opponents	4	6	0	0	vs. London	0	2	0	0
vs. Midwest Division Opponents	1	6	1	2	vs. Mississauga	1	3	0	0
					vs. Niagara	2	2	0	0
September Record	1	3	0	0	vs. Oshawa	2	5	0	1
October Record	3	4	2	1	vs. Ottawa	6	2	0	0
November Record	2	12	0	0	vs. Owen Sound	0	1	0	1
December Record	3	5	1	0	vs. Plymouth	0	2	0	0
January Record	6	3	0	3	vs. Saginaw	2	0	0	0
February Record	7	5	0	0	vs. Sarnia	0	2	0	0
March Record	4	3	0	0	vs. Sault Ste. Marie	1	1	0	0
					vs. Sudbury	1	2	0	1
					vs. Windsor	1	1	0	0

PLYMOUTH WHALERS

Compuware Arena, 14900 Beck Road, Plymouth Township, Michigan 48170
 Phone: (734) 453-8400 • Fax: (734) 453-4201
 email: frontoffice@plymouthwhalers.com • www.plymouthwhalers.com



TEAM DIRECTORY

Owner	Peter Karmanos Jr.
President, Governor, General Manager and Head Coach	Mike Vellucci
Assistant General Manager	Brian Sommariva
Associate Coach	Joe Stefan
Assistant Coach	Don Elland
Assistant Coach/Video	Scott MacDonald
Goaltending Coach	Stan Matwijw
Athletic Trainer/Equipment Manager	Dennis MacDonald
Scouting Director	Don Harkins
Scouts	Rick Boyle, Jim Debenham, Gary Kay, Dave McParlan, Gino Pisellini, Norm Robert, Rob Watson, Tom Watson
Director of Sales and Marketing	Denise Ronayne
Director of Communications	Pete Krupsky
Sales and Marketing Coordinator	George Defenthaler
Academic Advisor	John Seidelman
Club Physicians	Dr. Greg Cibor, Dr. Scott Eathorne Dr. David Komasara, Dr. Michael Montico, Dr. David Peck Dr. Steve Plomaritis Dr. Tim Kosinski Dr. Ronald W. Rakecky Dr. Ronald Shoha
Orthopedic Surgeon	
Club Dentists	



Peter Karmanos Jr.



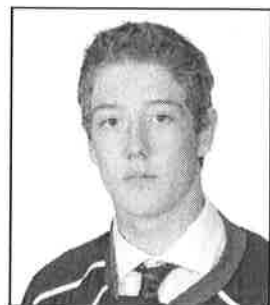
Mike Vellucci



Joe Stefan

TEAM INFORMATION

Home Arena	Compuware Arena	Capacity	3,504 (4,000 with standing)
Dimensions of Rink	200' x 85'		
Box Office Phone	(734) 453-8400	Arena Phone	(734) 453-6400
General Manager	Mike Henry		
Press Box	East side of arena	Team Colours	Blue, green & white
Training Camp	Compuware Arena		



Cullen Mercer

FRANCHISE RECORD

SEASON	NAME	GP	W	L	T	OL/SL	PTS	GF	GA	FINISH
2012-13	Plymouth Whalers	68	42	17		9	93	292	202	1st (West)
2011-12	Plymouth Whalers	68	47	18		3	97	279	205	1st (West)
2010-11	Plymouth Whalers	68	36	26		6	78	249	219	3rd (West)
2009-10	Plymouth Whalers	68	38	27		3	79	245	201	2nd (West)
2008-09	Plymouth Whalers	68	37	26		5	79	253	244	3rd (West)
2007-08	Plymouth Whalers	68	34	28		6	74	228	223	5th (West)
2006-07	Plymouth Whalers	68	49	14		5	103	299	173	1st (West)
2005-06	Plymouth Whalers	68	35	28		5	75	227	225	1st (West)
2004-05	Plymouth Whalers	68	30	29	6	3	69	198	204	2nd (West)
2003-04	Plymouth Whalers	68	32	24	9	3	76	220	204	2nd (West)
2002-03	Plymouth Whalers	68	43	14	9	2	97	259	174	1st (West)
2001-02	Plymouth Whalers	68	39	15	12	2	92	249	166	1st (West)
2000-01	Plymouth Whalers	68	43	15	5	5	96	253	162	1st (West)
1999-00	Plymouth Whalers	68	45	19	4	1	95	256	172	1st (West)
1998-99	Plymouth Whalers	68	51	13	4		106	313	162	1st (West)
1997-98	Plymouth Whalers	66	37	22	7		81	279	223	2nd (West)
1996-97	Detroit Whalers	66	26	34	6		58	230	270	4th (West)
1995-96	Detroit Whalers	66	40	22	4		84	319	243	1st (West)
1994-95	Detroit Jr. Red Wings	66	44	18	4		92	306	223	1st (West)
1993-94	Detroit Jr. Red Wings	66	42	20	4		88	312	237	1st (Emms)
1992-93	Detroit Jr. Red Wings	66	37	22	7		81	336	264	2nd (Emms)
1991-92	Detroit Ambassadors	66	23	42	1		47	279	353	7th (Emms)
1990-91	Detroit Ambassadors	66	11	50	5		27	213	378	8th (Emms)
	Franchise Totals	1,548	861	543	87	58	1,867	6,094	5,127	Pct. .603

TEAM RECORDS

SEASON

Team

Most Points	(1998-99)	106
Most Goals	(1992-93)	336
Most Goals Against	(1990-91)	378
Fewest Goals Against	(1998-99; 2000-01)	162

Individual

Most Goals	Chad LaRose (2002-03)	61
Most Assists	Kevin Brown (1992-93)	91
Most Points	Bob Wren (1992-93)	145
Best GAA	Robert Holsinger (1998-99)	2.08

GAME

Most Goals	5
Kevin Brown (Dec. 1, 1993 vs. Niagara Falls)	
Most Assists	6
Pat Peake (Mar. 17, 1993 vs. Windsor)	
Most Points	8
Kevin Brown (Dec. 1, 1993 vs. Niagara Falls)	
Most Powerplay Goals	3
Mark Lawrence (Sept. 21/92 at Kingston); Kevin Brown (Oct. 18/92 vs. Ottawa); Bob Wren (Feb. 18/93 vs. London); Eric Goady (Jan 9/99 vs. Belleville); James Wisniewski (Nov. 2/02 vs. London); Tom Sestito (Feb. 2/07 vs Erie)	
Most Shorthanded Goals	2
Sean Haggerty (3 times), Mark Cadotte (Sept. 26, 1997 vs. London)	
Fastest Opening Goal	0:07
Jamie Devane (Mar. 18, 2011 at Kitchener)	
Fastest Period Goal	0:07
Jamie Devane (Mar. 18, 2011 at Kitchener)	
Fastest Two Goals by One Player	0:08
Pat Borton (March 5, 1992 at Windsor - 3rd period)	

Fastest Three Goals by One Player
Justin Williams (Feb. 5, 2000 vs. Guelph - 1st period) 2:23

INDIVIDUAL GAME RECORDS — 2012-13

Most Goals	4
Vincent Tracheck (Feb. 10, 2013 at Brampton)	
Most Assists	4
Ryon Hartman (Feb. 9, 2013 vs Owen Sound)	
Most Points	4
11 times	
Most Power-Play Goals	2
Stefan Noesen (Feb. 18, 2013 at Sarnia), Gianluca Curcuruto (Jan. 4, 2013 vs Owen Sound)	
Most Shorthanded Goals	1
12 times	
Fastest Opening Goal	0:35
Gianluca Curcuruto (Feb. 2, 2013 vs Peterborough)	
Fastest Period Goal	0:17
Garrett Meurs (Jan. 26, 2013 vs Sarnia)	
Fastest Two Goals by One Player	0:57
Alex Aleari (Nov. 3, 2012 vs Sarnia)	
Fastest Three Goals by One Player	16:01
Cody Payne (Feb. 22, 2013 vs Windsor)	
Longest Point Scoring Streak (Games)	21
Vincent Tracheck (Jan. 26, 2013 to Mar. 17, 2013. 23G, 23A)	
Longest Goal Scoring Streak (Games)	7
Vincent Tracheck (Feb. 28, 2013 to Mar. 16, 2013. 8G, 8A)	

PLYMOUTH WHALERS

2013 OHL PRIORITY SELECTIONS

RD	NO	NAME	HOMETOWN	POS	HT	WT	BIRTHDATE
1	16	Jordan Greenway	Potsdam, NY	Left Wing	6.05	205	2/16/1997
3	57	Cullen Mercer	Exeter, Ont.	Centre	5.11	168	5/2/1997
4	73	Bryce Yetmon	Whitby, Ont.	Right Wing	6.00	147	2/21/1997
4	76	Zac Bowman	Niagara Falls, Ont.	Goalender	5.10	147	7/31/1997
5	87	Laine McKay	Thunder Bay, Ont.	Centre	6.00	175	1/4/1997
5	93	Alex King	Taylor, MI	Centre	6.00	163	7/18/1997
6	114	Liam Dundo	Grimsby, Ont.	Left Wing	6.03	215	9/15/1997
7	136	Alex DiCarlo	Woodbridge, Ont.	Left Defence	6.02	189	3/25/1997
8	156	Dakota Joshua	Dearborn, MI	Centre	6.00	162	5/15/1996
9	174	Alex Marin	Sault Ste. Marie, Ont.	Left Defence	5.09	177	12/5/1997
9	176	Jack Roslovic	Columbus, OH	Centre	6.00	155	1/29/1997
10	196	Aaron O'Neill	Franklin, TN	Centre	5.10	167	5/5/1997
12	236	Tyler Sensky	Canton, MI	Left Defence	5.11	172	2/27/1997
13	248	Keegan Ward	Galesburg, MI	Forward	6.02	169	1/9/1997
13	256	Adam Porsells	Wausau, WI	Right Defence	6.04	175	1/3/1997
14	276	Grant Jozefek	Chester, NJ	Right Wing	5.09	165	10/25/1997
15	296	JC Thivierge	Welland, Ont.	Right Defence	6.01	164	7/25/1997

CHL Import Draft

1	41	Victor Crus Rydberg	Tingsryds, Sweden	Centre	5.11	190	3/21/1995
2	113	Yannick Rathgeb		Defence	6.00	183	10/24/1995

HEAD COACH

Mike Vellucci Born: August 11, 1966, Farmington, Michigan

Coaching Record

Year	Club	GP	W	L	T	OTL	PTS	Finish
2001-02	Plymouth Whalers	68	39	15	12	2	92	1st (West)
2002-03	Plymouth Whalers	68	43	14	9	2	97	1st (West)
2003-04	Plymouth Whalers	68	32	24	9	3	76	2nd (West)
2004-05	Plymouth Whalers	68	30	29	6	3	69	2nd (West)
2005-06	Plymouth Whalers	68	35	28	-	5	75	1st (West)
2006-07	Plymouth Whalers	68	49	14	-	5	103	1st (West)
2007-08	Plymouth Whalers	29	18	8	-	3	39	-
2008-09	Plymouth Whalers	49	31	15	-	3	65	3rd (West)
2009-10	Plymouth Whalers	68	38	27	-	3	79	2nd (West)
2010-11	Plymouth Whalers	68	36	26	-	6	78	3rd (West)
2011-12	Plymouth Whalers	68	47	18	-	3	97	1st (West)
2012-13	Plymouth Whalers	68	42	17	-	9	93	1st (West)
	OHL Totals	758	440	235	36	47	963	Pct. .635

Coaching History

Andy Weidenbach 1990-91; Andy Weidenbach and Jim Rutherford 1991-92; Tom Webster 1992-93; Paul Maurice 1993-94 to 1994-95; Pete DeBoer 1995-96 to 2000-01; Mike Vellucci 2001-02 to 2007-08; Greg Stefan 2007-08 to 2008-09; Mike Vellucci 2008-09 to date.

2012-13 TEAM RECORD

	W	L	OTL	SL		W	L	OTL	SL
Overall Record:	42	17	5	4	vs. Barrie	0	2	0	0
Home Record:	22	8	2	2	vs. Belleville	0	0	1	1
Road Record:	20	9	3	2	vs. Brampton	2	0	0	0
Overtime Record:	5	7			vs. Erie	4	0	0	0
					vs. Guelph	3	1	0	0
vs. East Division Opponents	6	2	1	1	vs. Kingston	1	1	0	0
vs. Central Division Opponents	7	3	0	0	vs. Kitchener	2	1	0	1
vs. West Division Opponents	17	6	4	1	vs. London	1	3	0	0
vs. Midwest Division Opponents	12	6	0	2	vs. Mississauga	2	0	0	0
					vs. Niagara	2	0	0	0
September Record	1	0	1	1	vs. Oshawa	1	1	0	0
October Record	6	4	1	0	vs. Ottawa	2	0	0	0
November Record	7	4	1	0	vs. Owen Sound	2	1	0	1
December Record	2	4	2	2	vs. Peterborough	2	0	0	0
January Record	9	2	0	1	vs. Soginaw	5	2	1	0
February Record	10	3	0	0	vs. Sarnia	4	1	0	1
March Record	7	0	0	0	vs. Sault Ste. Marie	1	2	3	0
					vs. Sudbury	1	1	0	0
Playoff Record:	9	6			vs. Windsor	7	1	0	0

SAGINAW SPIRIT

5789 State Street, Suite 2, Saginaw, MI 48603
 Phone: (989) 497-7747 • Fax: (989) 799-9426
 email: info@saginawspirit.com • www.saginawspirit.com



TEAM DIRECTORY

Governor	Richard J. Garber
President & Partner	Craig Goslin
General Manager	Jim Paliafito
Head Coach	Greg Gilbert
Associate Coach	Jahn Kisil
Assistant Coach	Jeff Blum
Goaltending Coach	Terry Barbeau
Athletic Trainer	Toby Blosser
Equipment Manager	Brian Allen
Scouts	Marc Cipparone
	Frank Robinson
Vice President of Sales	Kae Pankow
Dir. of Sales and Marketing	Rick Riffel
Account Executives	Dan Weigl
	Shane Stout
	Keri Hirschman
Dir. of Season Tickets & Merchandise	Lindsay McDougal
Dir. of Broadcasting & Communications	Leigh Cunningham
Dir. of Game Day Operations	Phil Cronin
Accountant	Trisha Webb
Foundation Director	Drew Richards



Richard J. Garber



Craig Goslin



Greg Gilbert



Mitchell Stephens

TEAM INFORMATION

Home Arena	Wendler Arena at the Dow Event Center		
Capacity	4,213	Dimensions of Rink	192' x 85'
Arena Phone	(989) 759-1320	Arena Manager	Matt Blasy
Media Box Location	Conference room off main atrium		
Team Colours	Navy, Red, White		
Training Camp	Dow Event Center		

SAGINAW SPIRIT

FRANCHISE RECORD

SEASON	NAME	GP	W	L	T	OT/SL	PTS	GF	GA	FINISH
2012-13	Saginaw Spirit	68	32	29		7	71	250	264	4th (West)
2011-12	Saginaw Spirit	68	33	27		8	74	259	259	3rd (West)
2010-11	Saginaw Spirit	68	40	22		6	86	243	207	1st (West)
2009-10	Saginaw Spirit	68	34	27		7	75	240	230	4th (West)
2008-09	Saginaw Spirit	68	36	24		8	80	235	219	2nd (West)
2007-08	Saginaw Spirit	68	33	25		10	76	234	231	4th (West)
2006-07	Saginaw Spirit	68	44	21		3	91	291	217	2nd (West)
2005-06	Saginaw Spirit	68	36	30		2	74	242	246	2nd (West)
2004-05	Saginaw Spirit	68	18	42	4	4	44	150	260	4th (West)
2003-04	Saginaw Spirit	68	16	45	3	4	39	161	228	5th (West)
2002-03	Saginaw Spirit	68	11	45	5	7	34	158	275	5th (West)
	Franchise Totals	748	333	337	12	66	744	2,463	2,636	Pct. .497

Franchise granted in 1943. St. Catharines Black Hawks moved to Niagara Falls Flyers in 1976-77, to North Bay Centennials in 1982-83 and to Saginaw Spirit in 2002-03.

TEAM RECORDS

SEASON

Team		
Most Points	(1993-94)	97
Most Goals	(1978-79)	361
Most Goals Against	(1976-77)	370
Fewest Goals Against	(2010-11)	207

Individual

Most Goals	Brian Cullen (1953-54)	68
Most Assists	Brian Cullen (1953-54)	93
Most Points	Brian Cullen (1953-54)	161
Best G.A.A.	Alex Auld (2000-01)	2.54

GAME

Most Goals	5
Nick Kypreas (Feb. 27, 1986 vs. Sudbury); Dave McLlwain (Mar. 5, 1987 vs. Hamilton)	
Most Assists	7
Stan Adams (Sept. 30, 1977 vs. Kingston); Darren Turcotte (Feb. 28, 1988 vs. Kitchener)	
Most Points	9
Steve Ludzik (Dec. 30, 1980 vs. Oshawa)	
Most Powerplay Goals	4
Jeff Shevalier (Feb. 14, 1993 vs. Peterborough)	
Most Shorthanded Goals	2
Len Saccia (87-88); Peter Bitonti (88-89); James Sheehan (92-93); Jeff Shevalier (93-94); Vitali Yachmenev and Lee Jinman (94-95)	
Fastest Opening Goal	0:07
Patrick Asselin (Oct. 8, 2004 vs. Brampton)	
Fastest Period Goal	0:04
Marek Kvapil (Dec. 4, 2004 vs. Mississauga)	
Fastest Two Goals by One Player	0:03
Tyler Ertel (Jan. 8, 1989 vs Sudbury - 3rd period)	
Fastest Three Goals by One Player	2:27
Vitali Yachmenev (Nov. 27, 1993 at Newmarket - 2nd period)	

INDIVIDUAL GAME RECORDS — 2012-13

Most Goals	3
Jimmy Lodge (Feb. 15, 2013 vs Oshawa), Eric Locke (Feb. 16, 2013 vs Windsor/ Jan. 18, 2013 vs S.S. Marie), Garret Ross (Feb. 18, 2013 at Windsor), Eric Locke (Jan. 18, 2013 vs Sault Ste. Marie)	
Most Assists	3
12 times	
Most Points	5
Garret Ross (Feb. 16, 2013 vs Windsor Spitfires), Eric Locke (Feb. 16, 2013 vs Windsor/Jan. 18, 2013 vs Sault Ste. Marie)	
Most Power-Play Goals	3
Jimmy Lodge (Feb. 15, 2013 vs Oshawa)	
Most Shorthanded Goals	2
Justin Kea (Jan. 5, 2013 vs Owen Sound)	
Fastest Opening Goal	0:27
Nick Moutrey (Nov. 30, 2012 at Sornia)	
Fastest Period Goal	0:13
Nick Moutrey (Dec. 1, 2012 vs Dttawa)	
Fastest Two Goals by One Player	0:43
Garret Ross (Dec. 29, 2012 vs Windsor)	
Fastest Three Goals by One Player	23:33
Eric Locke (Feb. 16, 2013 vs Windsor)	
Longest Point Scoring Streak (Games)	17
Eric Locke (Jan. 18, 2013 to Mar. 2, 2013. 15G, 15A)	
Longest Goal Scoring Streak (Games)	6
Garret Ross (Jan. 26, 2013 to Feb. 13, 2013. 7G, 7A) Jimmy Lodge (Jan. 25, 2013 to Feb. 9, 2013. 7G, 7A)	

2013 OHL PRIORITY SELECTIONS

RD	NO	NAME	HOMETOWN	POS	HT	WT	BIRTHDATE
1	8	Mitchell Stephens	Peterborough, Ont.	Centre	5.09	166	2/5/1997
2	23	Ryan Orban	Stittsville, Ont.	Left Defence	6.02	205	7/24/1997
2	28	Michael Halmes	Barrie, Ont.	Left Defence	6.02	166	2/3/1997
3	44	Marcus Crawford	Ajax, Ont.	Left Defence	5.10	178	3/21/1997
5	88	David Ovsjannikov	Rochester, MI	Goaltender	6.04	205	2/16/1997
7	134	Tarek Baker	Verona, WI	Left Wing	5.10	180	2/22/1997
8	143	Jackson Bales	Oakville, Ont.	Centre	5.10	150	8/28/1997
8	148	Kyler Carter	Belle River, Ont.	Centre	5.11	175	9/4/1997
9	168	Adam McPhail	Sault Ste. Marie, Ont.	Right Wing	6.01	157	4/7/1997
10	188	Chase Stewart	Thunder Bay, Ont.	Right Defence	6.01	188	4/19/1997
11	208	Christian Rajic	Oakville, Ont.	Centre	5.06	132	2/6/1997
12	228	Matthew Scott	Belleville, Ont.	Left Defence	6.03	209	4/3/1997
14	268	Brendan VanSweden	Kentwood, MI	Forward	5.10	181	3/26/1997
15	288	Jash Boyka	Mississauga, Ont.	Goaltender	5.08	157	2/21/1997

CHL Import Draft

No selections

HEAD COACH

Greg Gilbert

Born: January 22, 1962; Mississauga, ON

Coaching Record

Year	Club	GP	W	L	T	OTL	PTS	Finish
2003-04	Mississauga IceDogs	68	36	21	7	4	83	2nd (Central)
2004-05	Mississauga IceDogs	68	34	21	12	1	81	1st (Central)
2005-06	Mississauga IceDogs	68	21	40	0	7	49	5th (Central)
2011-12	Saginaw Spirit	36	20	10	-	6	46	3rd (West)
2012-13	Saginaw Spirit	68	32	29	-	7	71	4th (West)
	OHL Totals	308	143	121	19	25	330	Pct. .536

Coaching History

Paul Emms, 1974-75 to 1977-78; Bert Templeton, 1978-79; Barry Baugnher and Fred Stanfield, 1979-80; Paul Gauthier, 1980-81; Bert Templeton 1981-82 to 1993-94 Shane Parker 1994-95 to 1995-96, Shane Parker and Greg Bignell 1996-97, Greg Bignell 1997-98, Mike Kelly 1998-99 to 2001-02, Dennis Desrosiers 2002-03; Dennis Desrosiers and Mae Mantha 2003-04; Doug Lidster and Bob Mancini 2004-05; Bob Mancini 2005-06 to 2006-07; Todd Watson 2007-08 to 2011-12; Greg Gilbert 2011-12 to date.

2012-13 TEAM RECORD

	W	L	OTL	SL		W	L	OTL	SL
Overall Record:	32	29	4	3	vs. Barrie	1	1	0	0
Home Record:	17	13	2	2	vs. Belleville	2	0	0	0
Road Record:	15	16	2	1	vs. Brampton	0	2	0	0
Overtime Record:	4	5			vs. Erie	2	2	0	0
					vs. Guelph	2	1	1	0
vs. East Division Opponents	6	3	0	1	vs. Kingston	1	0	0	1
vs. Central Division Opponents	6	4	0	0	vs. Kitchener	3	1	0	0
vs. West Division Opponents	11	14	2	1	vs. London	1	2	1	0
vs. Midwest Division Opponents	9	8	2	1	vs. Mississauga	2	0	0	0
					vs. Niagara	1	1	0	0
September Record	1	1	2	0	vs. Oshawa	1	1	0	0
October Record	4	7	0	0	vs. Ottawa	2	0	0	0
November Record	6	6	0	1	vs. Owen Sound	1	2	0	1
December Record	4	4	1	1	vs. Peterborough	0	2	0	0
January Record	9	2	0	0	vs. Plymouth	3	5	0	0
February Record	5	5	0	1	vs. Sarnia	2	4	0	0
March Record	3	4	1	0	vs. Sault Ste. Marie	2	3	2	1
					vs. Sudbury	2	0	0	0
Playoff Record:	0	4			vs. Windsor	4	2	0	0

SARNIA STING

RBC Centre, 1455 London Road, Sarnia, Ontario N7S 6K7
 Phone: (519) 542-4494 • Fax: (519) 542-2388
 email: info@sarniastings.com • www.sarniastings.com



TEAM DIRECTORY

Governor	Robert Ciccarelli
President	Larry Ciccarelli
Director of Hockey Operations	Bill Abercrombie
Head Coach	Trevor Letowski
Director of Hockey Administration	Mark Glavin
Assistant Coaches	Andy Delmore
	Derek DiMuzio
Goaltending Instructor	Dave Rook
Head Trainer	Chad Oliver
Strength and Conditioning Coach	Mark Anderson
Power Skating Instructor	Kathy McIlwain
Director of Scouting	Nick Sinclair
Scouts	Mark Filipone
	Jim Rauth
	Kyle Higgins
Vice President of Sales and Marketing	Brian Prout
Office Manager	Marlo Doyle
Box Office Manager	Cindi Tiltman
Academic Advisor	Caroline White
Medical Staff	Dr. Gary Barwitzki
	Dr. John Vargo
	Dr. Duncan McKinlay
	Dr. Frank Sproviero
	Dr. Rob Hislop



Robert Ciccarelli



Larry Ciccarelli



Trevor Letowski

TEAM INFORMATION

Home Arena	RBC Centre	Capacity	4,118 (5,200 with standing)
Dimensions of Rink	200' x 85'		
Box Office Phone	(519) 541-1717	Arena Phone	(519) 541-1000
Press Box Location	West side of building, beside Gate 5		
Team Colours	Black, white, grey & gold		
Training Camp	RBC Centre		



Nikito Korostelev

FRANCHISE RECORD

SEASON	NAME	GP	W	L	OTL	SL	PTS	GF	GA	FINISH
2012-13	Sarnia Sting	68	35	28		5	75	247	254	3rd (West)
2011-12	Sarnia Sting	68	34	27		7	75	243	235	2nd (West)
2010-11	Sarnia Sting	68	25	36		7	57	243	321	4th (West)
2009-10	Sarnia Sting	68	17	46		5	39	184	295	5th (West)
2008-09	Sarnia Sting	68	35	26		7	77	216	210	4th (West)
2007-08	Sarnia Sting	68	37	29		2	76	251	229	3rd (West)
2006-07	Sarnia Sting	68	34	24		10	78	270	241	4th (West)
2005-06	Sarnia Sting	68	17	46		5	39	197	295	5th (West)
2004-05	Sarnia Sting	68	16	41	6	5	43	156	228	5th (West)
2003-04	Sarnia Sting	68	37	23	4	4	82	220	210	1st (West)
2002-03	Sarnia Sting	68	41	19	7	1	90	251	193	2nd (West)
2001-02	Sarnia Sting	68	27	29	5	7	66	236	260	4th (West)
2000-01	Sarnia Sting	68	28	31	7	2	65	235	244	3rd (West)
1999-00	Sarnia Sting	68	33	27	8	0	74	211	189	3rd (West)
1998-99	Sarnia Sting	68	37	25	6		80	279	216	2nd (West)
1997-98	Sarnia Sting	66	32	21	13		77	253	227	3rd (West)
1996-97	Sarnia Sting	66	35	24	7		77	286	251	2nd (West)
1995-96	Sarnia Sting	66	39	23	4		82	330	276	2nd (West)
1994-95	Sarnia Sting	66	24	37	5		53	250	292	3rd (West)
1993-94	Newmarket Royals	66	9	47	10		28	231	377	8th (Leyden)
1992-93	Newmarket Royals	66	29	28	9		67	310	301	5th (Leyden)
1991-92	Cornwall Royals	66	38	22	6		82	328	289	3rd (Leyden)
1990-91	Cornwall Royals	66	23	42	1		47	281	335	7th (Leyden)
1989-90	Cornwall Royals	66	24	38	4		52	309	361	6th (Leyden)
1988-89	Cornwall Royals	66	31	30	5		67	350	308	4th (Leyden)
1987-88	Cornwall Royals	66	35	24	7		77	333	255	3rd (Leyden)
1986-87	Cornwall Royals	66	23	40	3		49	261	369	6th (Leyden)
1985-86	Cornwall Royals	66	28	36	2		58	307	356	5th (Leyden)
1984-85	Cornwall Royals	66	34	30	2		70	355	344	4th (Leyden)
1983-84	Cornwall Royals	70	33	37	0		66	348	375	6th (Leyden)
1982-83	Cornwall Royals	70	36	33	1		73	370	335	5th (Leyden)
1981-82	Cornwall Royals	68	28	35	5		61	303	327	6th (Leyden)
	Franchise Totals	2,152	954	1,004	127	67	2,102	8,644	7,952	Pct. .488

TEAM RECORDS

SEASON

Team		
Most Points	(2002-03)	90
Most Goals	(1982-83)	370
Most Goals Against	(1993-94)	377
Fewest Goals Against	(1999-00)	189

Individual

Most Goals	Ray Sheppard (1985-86)	81
Most Assists	Doug Gilmour (1982-83)	107
Most Points	Doug Gilmour (1982-83)	177
Best GAA	Greg Hewitt (1999-00)	2.53

GAME

Most Goals	5
Mike Stapleton (Feb. 7/85 vs. Kitchener); Dove Shellington (Feb. 24/85 vs. Kingston); B.J. Johnston (Feb. 25/95 at Belleville); Brendan Yorema (Mar. 1/96 vs. Owen Sound); Jon Sim (Feb. 15/97 vs. Windsor); Justin DiBenedetto (Oct. 12/08 at Sault Ste. Marie)	
Most Assists	6
Jeff Smith (Feb. 24/85 vs. Kingston) and Darren Colbourne (Oct. 29/87 vs. Toronto)	
Most Points	10
Darren Colbourne (Oct. 19/87 vs. Toronto)	
Most Powerplay Goals	4
Doug Gilmour (Oct. 18/81 at Brantford) and Jon Sim (Feb. 15/97 vs. Windsor)	
Most Shorthanded Goals	2
Aaron Brand (Mar. 10/96 at Detroit); Jeff Heerema (Oct. 17/99 at Windsor)	
Fastest Opening Goal	0:12
Ryan Tocher (Jan. 27/94 vs. Sault Ste. Marie)	
Fastest Period Goal	0:06
Jon Sim (Sept. 24/95 vs. London - 3rd period)	
Fastest Two Goals by One Player	0:06
Mike Bukowski (Feb. 2/84 at Windsor - 2nd period)	

Fastest Three Goals by One Player	5:03
Nathan Lafayette (Nov. 22/92 vs Guelph)	

INDIVIDUAL GAME RECORDS — 2012-13

Most Goals	4
Nikoloy Goldobin (Jan. 1, 2013 at London); Reid Boucher (Jan. 12, 2013 vs Ottawa and Feb. 22, 2013 vs Erie)	
Most Assists	7
Charles Sarault (Feb. 22, 2013 vs Erie)	
Most Points	7
Charles Sarault (Feb. 22, 2013 vs Erie)	
Most Power-Play Goals	3
Reid Boucher (Feb. 3, 2013 at Kingston)	
Most Shorthanded Goals	1
9 times	
Fastest Opening Goal	0:15
Reid Boucher (Feb. 22, 2013 vs Erie)	
Fastest Period Goal	0:15
Reid Boucher (Feb. 22, 2013 vs Erie)	
Fastest Two Goals by One Player	2:50
Reid Boucher (Jan. 18, 2013 vs Erie)	
Fastest Three Goals by One Player	15:38
Nikoloy Goldobin (Jan. 1, 2013 at London)	
Longest Point Scoring Streak (Games)	8
Charles Sarault (Dec. 9, 2012 to Jan. 5, 2013. 5G, 5A) Reid Boucher (Dec. 9, 2012 to Jan. 5, 2013. 9G, 9A)	
Longest Goal Scoring Streak (Games)	5
Reid Boucher (Nov. 3, 2012 to Nov. 15, 2012. 6G, 6A) Alex Golchenyuk (Nov. 24, 2012 to Dec. 6, 2012. 7G, 7A) Reid Boucher (Dec. 9, 2012 to Dec. 31, 2012. 6G, 6A)	

SARNIA STING

2013 OHL PRIORITY SELECTIONS

RD	NO	NAME	HOMETOWN	POS	HT	WT	BIRTHDATE
1	9	Nikita Karastelev	Toronto, Ont.	Right Wing	6.00	187	2/8/1997
2	33	Noah Bushnell	Maidstone Twp, Ont.	Right Wing	6.02	200	5/30/1997
3	41	Connor Schlichting	Newmarket, Ont.	Left Defence	6.02	192	5/17/1997
4	69	Justin Fazio	Sarnia, Ont.	Goaltender	5.11	164	5/3/1997
6	103	Nick Boka	Plymouth, MI	Right Defence	5.11	155	9/8/1997
6	105	Andrew Peski	Ottawa, Ont.	Right Defence	6.00	185	3/11/1997
6	115	Alex Black	Kitchener, Ont.	Left Defence	5.11	169	9/12/1997
7	129	Martin Frechette	Rackland, Ont.	Right Wing	5.06	139	5/4/1997
8	149	Alex Boudreau	Toronto, Ont.	Left Defence	6.00	179	6/18/1997
9	169	Brady Stevens	Ann Arbor, MI	Centre	5.11	190	4/26/1997
11	209	Brenden Trottier	Petalio, Ont.	Centre	5.09	145	7/20/1997
12	229	Luke Kunin	Chesterfield, MO	Centre	5.10	150	12/4/1997
14	269	Ryan Hunt	Toronto, Ont.	Centre	5.10	193	5/22/1997
15	289	Jean-Pascal Sabourin	Orleans, Ont.	Goaltender	5.09	179	6/22/1997

CHL Import Draft

1	29	Vladislav Kodala	Forward	5.08	143	10/30/1996
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HEAD COACH

Trevor Letowski

Born: April 5, 1977 in Thunder Bay, Ontario

Coaching Record

Year	Club	GP	W	L	T	OTL	PTS	Finish
2010-11	Sarnia Sting	18	7	10	-	1	15	-

Coaching History

Bob Kilger, 1981-82; Bob Kilger, Bill Murphy, Gord Woods and Jacelyn Guevremont, 1982-83; Jacelyn Guevremont, 1983-84; Floyd Crawford, 1984-85; Tony Zoppio, 1985-86; Orval Tessier, 1986-87 to 1988-89; Marc Crawford, 1989-90 to 1990-91; John Lovell, 1991-92; Shawn MacKenzie, 1992-93; Don Boyd 1993-94; Don Boyd, Rich Brown and Mark Hunter 1994-95; Mark Hunter 1995-96; Joe Conale 1996-97; Mark Hunter 1997-98 to 1998-99; Mark Hunter and Rich Brown 1999-00; Rich Brown and Jeff Perry 2000-01; Jeff Perry 2001-02 to 2003-04; Shawn Camp 2004-05 to 2005-06; Dove MacQueen 2006-07 to 2009-10; Dave MacQueen and Trevor Letowski 2010-11; Jacques Beaulieu 2011-12 to 2012-13; Trevor Letowski 2013-14 to date.

2012-13 TEAM RECORD

	W	L	OTL	SL		W	L	OTL	SL
Overall Record:	35	28	1	4	vs. Barrie	1	1	0	0
Home Record:	17	14	1	2	vs. Belleville	0	2	0	0
Road Record:	18	14	0	2	vs. Brampton	1	1	0	0
Overtime Record:	4	3			vs. Erie	4	0	0	0
vs. East Division Opponents	7	3	0	0	vs. Guelph	2	2	0	0
vs. Central Division Opponents	5	4	0	1	vs. Kingston	2	0	0	0
vs. West Division Opponents	13	11	1	1	vs. Kitchener	0	3	0	1
vs. Midwest Division Opponents	10	10	0	2	vs. London	3	2	0	1
September Record	1	2	0	1	vs. Mississauga	0	2	0	0
October Record	7	4	0	0	vs. Niagara	2	0	0	0
November Record	6	5	0	1	vs. Oshawa	2	0	0	0
December Record	6	2	0	1	vs. Ottawa	1	1	0	0
January Record	7	5	0	0	vs. Owen Sound	1	3	0	0
February Record	6	7	0	0	vs. Peterborough	2	0	0	0
March Record	2	3	1	1	vs. Plymouth	2	4	0	0
Playoff Record:	0	4			vs. Saginaw	4	1	1	0
					vs. Sault Ste. Marie	3	5	0	0
					vs. Sudbury	1	0	0	1
					vs. Windsor	4	1	0	1

SOO GREYHOUNDS

269 Queen Street East, Sault Ste. Marie, Ontario P6A 1Y9
 Phone: (705) 253-5976 • Fax: (705) 945-9458
 email: info@soogreyhounds.com • www.soogreyhounds.com



TEAM DIRECTORY

President
 Governor
 General Manager
 Head Coach
 Associate Coach
 Assistant Coach
 Forward Development Coach
 Defence Development Coach
 Goaltending Consultant
 Athletic Therapist
 Equipment Manager
 Dressing Room Attendant
 Assistant Athletic Therapist
 Director of Player Development
 Scouts

Director of P.R. and Communications
 Director of Corporate Partnerships
 Dir. of Game Day Ops & Com. Rel.
 Director of Finance & Administration
 Manager of Ticket Sales
 Academic Advisor
 Club Physicians

Club Dentist

Dr. Lou Lukenda
 Dr. George Shunock
 Kyle Dubas
 Sheldon Keefe
 Joe Cirella
 AJ Maclean
 Mike Oliverio
 Greg Amadio
 Jon Elkin
 Richard Rotenberg
 Mac Stewart
 Michael Avati
 Colton King
 Victor Carneiro
 John McGarr, Nick Della Penta,
 Chris Roque, David Burstyn,
 Bill Warren
 Gerry Liscumb Jr.
 Chris Hulit
 Megan Dubas
 Tracey Herriman
 Tyson Enfield
 Jerry Bumbacco
 Dr. Phil Catania, Dr. Sharon Buehner
 Dr. Stephen Smith, Dr. David Beck
 Dr. Richard Silvano



Dr. Georg Shunock



Kyle Dubas



Sheldon Keefe

TEAM INFORMATION

Home Arena	Essar Centre	Capacity	4,928
Dimensions of Rink	200' x 85'	Arena Manager	Norm Fera
Box Office Phone	(705) 759-5251	Press Box	Suite Level (West Side)
Press Box Phone	(705) 253-5976 x 245	Training Camp	Essar Centre
Team Colours	Red & White	Manager	Kevin Cain
Affiliated Team	Soo Thunderbirds		(705) 989-5001



Blake Speers

SOO GREYHOUNDS

FRANCHISE RECORD

SEASON	NAME	GP	W	L	T	OL/SL	PTS	GF	GA	FINISH
2012-13	S.S. Marie Greyhounds	68	36	26		6	78	262	257	2nd (West)
2011-12	S.S. Marie Greyhounds	68	29	33		6	64	227	272	5th (West)
2010-11	S.S. Marie Greyhounds	68	24	36		8	56	238	277	5th (West)
2009-10	S.S. Marie Greyhounds	68	36	27		5	77	237	213	3rd (West)
2008-09	S.S. Marie Greyhounds	68	19	45		4	42	172	290	5th (West)
2007-08	S.S. Marie Greyhounds	68	44	18		6	94	247	173	1st (West)
2006-07	S.S. Marie Greyhounds	68	37	23		8	82	227	219	3rd (West)
2005-06	S.S. Marie Greyhounds	68	29	31		8	66	201	213	4th (West)
2004-05	S.S. Marie Greyhounds	68	33	25	9	1	76	210	188	1st (West)
2003-04	S.S. Marie Greyhounds	68	30	34	3	1	64	196	223	4th (West)
2002-03	S.S. Marie Greyhounds	68	26	33	6	3	61	232	284	4th (West)
2001-02	S.S. Marie Greyhounds	68	38	20	10	0	86	237	200	2nd (West)
2000-01	S.S. Marie Greyhounds	68	23	38	4	3	53	188	256	5th (West)
1999-00	S.S. Marie Greyhounds	68	37	25	6	5	85	270	217	2nd (West)
1998-99	S.S. Marie Greyhounds	68	31	29	8		70	244	242	4th (West)
1997-98	S.S. Marie Greyhounds	66	20	39	7		47	232	296	5th (West)
1996-97	S.S. Marie Greyhounds	66	39	17	10		88	309	220	1st (West)
1995-96	S.S. Marie Greyhounds	66	38	23	5		81	312	254	3rd (West)
1994-95	S.S. Marie Greyhounds	66	17	45	4		38	228	346	5th (West)
1993-94	S.S. Marie Greyhounds	66	35	24	7		77	319	268	2nd (Emms)
1992-93	S.S. Marie Greyhounds	66	38	23	5		81	334	260	1st (Emms)
1991-92	S.S. Marie Greyhounds	66	41	19	6		88	335	229	1st (Emms)
1990-91	S.S. Marie Greyhounds	66	42	21	3		87	303	217	1st (Emms)
1989-90	S.S. Marie Greyhounds	66	18	42	6		42	229	289	7th (Emms)
1988-89	S.S. Marie Greyhounds	66	21	43	2		44	227	304	8th (Emms)
1987-88	S.S. Marie Greyhounds	66	32	33	1		65	272	294	5th (Emms)
1986-87	S.S. Marie Greyhounds	66	31	31	4		66	301	299	5th (Emms)
1985-86	S.S. Marie Greyhounds	66	15	48	3		33	263	387	8th (Emms)
1984-85	S.S. Marie Greyhounds	66	54	11	1		109	381	215	1st (Emms)
1983-84	S.S. Marie Greyhounds	70	38	28	4		80	373	321	3rd (Emms)
1982-83	S.S. Marie Greyhounds	70	48	21	1		97	363	270	1st (Emms)
1981-82	S.S. Marie Greyhounds	68	40	25	3		83	274	243	2nd (Emms)
1980-81	S.S. Marie Greyhounds	68	47	19	2		96	412	290	1st (Leyden)
1979-80	S.S. Marie Greyhounds	68	22	45	1		45	281	379	6th (Leyden)
1978-79	S.S. Marie Greyhounds	68	26	42	0		52	317	415	6th (Leyden)
1977-78	S.S. Marie Greyhounds	68	26	32	10		62	330	346	5th (Leyden)
1976-77	S.S. Marie Greyhounds	66	20	41	5		45	261	375	5th (Leyden)
1975-76	S.S. Marie Greyhounds	66	27	26	13		67	341	319	5th (Leyden)
1974-75	S.S. Marie Greyhounds	70	25	36	9		59	312	367	9th T
Totals (since 1974)		2,626	1,232	1,177	158	64	2,708	10,697	10,727	Pct. .516

TEAM RECORDS

SEASON

Team		
Most Points	(1984-85)	109
Most Goals	(1980-81)	414
Most Goals Against	(1978-79)	415
Fewest Goals Against	(2007-08)	173

Individual

Most Goals	Steve Gotz (1980-81)	78
Most Assists	Mike Koszycki (1975-76)	119
Most Points	Wayne Gretzky (1977-78)	182
Best GAA	Kyle Gojewski (2004-05)	2.55

GAME

Most Goals	6
Paul Mancini (March 10, 1978 vs. Windsor)	
Most Assists	9
Mike Koszycki (March 11, 1976 vs. Kitchener)	
Most Points	11
Mike Koszycki (March 11, 1976 vs. Kitchener)	
Most Powerplay Goals	3
13 times	
Most Shorthanded Goals	2
10 times	
Fastest Opening Goal	0:08
Mike Koszycki (Oct. 4, 1975 at Peterborough)	
Fastest Period Goal	0:06
John Goodwin (Dec. 18, 1980 vs Oshawa - 2nd period)	
Fastest Two Goals by One Player	0:06
John Goodwin (Jan. 19, 1981 vs. Sudbury - 1st period)	
Fastest Three Goals by One Player	2:31
Rick Tocchet (Mar. 2, 1984 vs. Windsor - 1st period)	

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INDIVIDUAL GAME RECORDS – 2012-13

Most Goals	4
Andrew Fritsch (Feb. 13, 2013 vs Sarnia)	
Most Assists	4
Nick Cousins (Dec. 31, 2012 vs Saginaw, Feb. 16, 2013 vs Kingston, Feb. 13, 2013 vs Sarnia), Ryan Sproul (Feb. 16, 2013 vs Kingston)	
Most Points	6
Nick Cousins (Feb. 16, 2013 vs Kingston)	
Most Power-Play Goals	2
Andrew Fritsch (Feb. 13, 2013 vs Sarnia and Feb. 1, 2013 at Plymouth), Sergey Tolchinsky (Oct. 5, 2012 vs Kitchener), Ryan Sproul (Dec. 31, 2012 vs Saginaw)	
Most Shorthanded Goals	1
15 times	
Fastest Opening Goal	0:24
Andrew Fritsch (Nov. 16, 2012 vs Brompton)	
Fastest Period Goal	0:22
Brandon Alderson (Sep. 21, 2012 vs Plymouth)	
Fastest Two Goals by One Player	0:53
Nick Hologian (Feb. 13, 2013 vs Sarnia)	
Fastest Three Goals by One Player	20:30
Andrew Fritsch (Feb. 13, 2013 vs Sarnia)	
Longest Point Scoring Streak (Games)	11
Brandon Alderson (Jan. 9, 2013 to Feb. 7, 2013. 12G, 12A)	
Longest Goal Scoring Streak (Games)	6
Ryan Sproul (Dec. 29, 2012 to Jan. 6, 2013. 8G, 8A)	

2013 OHL PRIORITY SELECTIONS

RD	NO	NAME	HOMETOWN	POS	HT	WT	BIRTHDATE
1	11	Blake Speers	Sault Ste. Marie, Ont.	Centre	5.09	157	1/2/1997
2	22	Colton White	London, Ont.	Left Defence	5.11	177	5/3/1997
3	51	Zachary Senyshyn	Ottawa, Ont.	Right Wing	6.00	175	3/30/1997
4	71	Hayden Verbeek	Belle River, Ont.	Centre	5.09	155	10/17/1997
5	91	Jake Behse	Neebing, Ont.	Right Defence	6.01	182	1/31/1997
6	108	Chris Klack	Georgetown, Ont.	Centre	5.09	146	6/3/1997
6	111	James Thomson	Richmond Hill, Ont.	Right Defence	6.02	167	3/8/1997
7	131	J.D. Falconer	Barrie, Ont.	Centre	5.08	156	3/27/1997
8	151	Adrian Hochstetler-Clark	Toronto, Ont.	Goaltender	6.02	167	7/5/1997
9	160	Michael Bunting	Toronto, Ont.	Forward	5.11	170	9/17/1995
9	171	Austin Dittenhafer	Pequea, PA	Right Defence	6.01	201	4/12/1997
10	191	Travis Campbell	Windsor, Ont.	Right Wing	6.02	180	9/2/1997
11	211	Will Scott	Whitby, Ont.	Centre	5.09	149	11/22/1997
12	231	Austin Cho	Mississauga, Ont.	Left Defence	6.00	165	5/19/1997
13	240	Jake Gingell	Gregory, MI	Left Defence	6.00	180	2/11/1997
13	251	Justin Fregona	Mississauga, Ont.	Right Wing	5.05	142	5/29/1997
14	271	Brent House	London, Ont.	Right Wing	6.00	156	12/3/1997

CHL Import Draft

1	35	Jorgen Karterud	Right Wing	6.04	190	5/6/1994
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HEAD COACH

Sheldon Keefe

Born: Sept. 17, 1980 in Brampton, ON

Year	Club	GP	W	L	OTL	SO	PTS	Finish
2012-13	S.S. Marie Greyhounds	39	23	12	1	3	50	2nd (West)

Coaching History

Abbie Carricato 1972-73 to 1973-74; Angelo Bumbacco 1974-75; Muzz MacPherson 1975-76 to 1976-77; Muzz MacPherson and Paul Theriault 1977-78; Paul Theriault 1978-79; Terry Crisp 1979-80 to 1984-85; Don MacAdam 1985-86; Don Boyd 1986-87 to 1987-88; Don Boyd and Ted Nolan 1988-89; Ted Nolan 1989-90 to 1993-94; Dan Flynn 1994-95; Joe Paterson 1995-96 to 1996-97; Dave Cameron 1997-98 to 1998-99; Paul Theriault 1999-00 to 2000-01; Craig Hartsburg 2001-02; John Vanbiesbrouck and Steve Harrison 2002-03; Marty Abrams 2003-04; Marty Abrams and Craig Hartsburg 2004-05; Craig Hartsburg 2005-06 to 2007-08; Denny Lambert 2008-09 to 2010-11; Mike Stapleton 2011-12; Mike Stapleton and Sheldon Keefe 2012-13; Sheldon Keefe 2013-14 to date.

2012-13 TEAM RECORD

	W	L	OTL	SL		W	L	OTL	SL
Overall Record:	36	26	3	3	vs. Barrie	0	1	1	0
Home Record:	20	10	2	2	vs. Belleville	0	2	0	0
Road Record:	16	16	1	1	vs. Brampton	1	1	0	0
Overtime Record:	6	4			vs. Erie	2	0	0	0
vs. East Division Opponents	4	5	0	1	vs. Guelph	1	3	0	0
vs. Central Division Opponents	8	4	1	1	vs. Kingston	1	0	0	1
vs. West Division Opponents	17	9	1	1	vs. Kitchener	3	1	0	0
vs. Midwest Division Opponents	7	8	1	0	vs. London	1	2	1	0
September Record	3	1	0	0	vs. Mississauga	2	0	0	0
October Record	6	6	0	0	vs. Niagara	1	1	0	0
November Record	4	6	2	0	vs. Oshawa	1	1	0	0
December Record	6	4	0	0	vs. Ottawa	1	1	0	0
January Record	7	2	0	2	vs. Owen Sound	0	2	0	0
February Record	7	2	1	1	vs. Peterborough	1	1	0	0
March Record	3	5	0	0	vs. Plymouth	5	1	0	0
Playoff Record:	2	4			vs. Soginaw	6	1	1	0
					vs. Sarnia	5	3	0	0
					vs. Sudbury	4	1	0	1
					vs. Windsor	1	4	0	1

SUDBURY WOLVES

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 email: info@sudburywolves.com • www.sudburywolves.com



TEAM DIRECTORY

CEO

Mark Burgess

President and General Manager

Blaine Smith

Head Coach

Paul Fixter

Assistant General Manager

Ken MacKenzie

Associate Coach

David Matsos

Athletic Trainer

Dan Buckland

Assistant Trainer

Brandon Grace

Director of Player Development

Bryan Verreault

Head Scout

Andrew Show

Scouts

Sean Howard, Gil Hughes

Terry Chitaroni, Dan Cuomo

George Bessett, Richard Wolfe,

Mike MacPherson

Curtis Hall

Marketing Director

Miranda Swain

Administration

Gord Ewin

Academic Advisor

Dr. Jake Holub

Club Physicians

Dr. S. Tubin

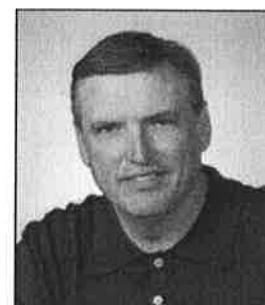
Dr. J. Ceasar

Club Dentist

Dr. Scott Keenan



Mark Burgess



Blaine Smith



Paul Fixter

TEAM INFORMATION

Home Arena	Sudbury Arena	Capacity	4,640
Dimensions	200' x 85'	Arena Manager	Ray Mensour
Box Office Phone	(705) 671-3000	Team Colours	Blue, White & Grey
Press Box Location	North side	GM	Oscar Clouthier
Training Camp	Sudbury Arena	Head Coach	Trevor Blanchard
Affiliated Team	Sudbury Nickel Barons		



Kyle Capobianca

FRANCHISE RECORD

SEASON	NAME	GP	W	L	T	OL/SL	PTS	GF	GA	FINISH
2012-13	Sudbury Wolves	68	29	27		12	70	214	234	3rd (Central)
2011-12	Sudbury Wolves	68	36	26		6	78	242	240	4th (Central)
2010-11	Sudbury Wolves	68	29	35		4	62	235	276	4th (Central)
2009-10	Sudbury Wolves	68	26	35		7	59	193	267	5th (Central)
2008-09	Sudbury Wolves	68	26	35		7	59	227	282	5th (Central)
2007-08	Sudbury Wolves	68	17	46		5	39	175	292	5th (Central)
2006-07	Sudbury Wolves	68	29	30		9	67	225	241	3rd (Central)
2005-06	Sudbury Wolves	68	34	28		6	74	227	222	3rd (Central)
2004-05	Sudbury Wolves	68	32	23	6	7	77	201	185	4th (Central)
2003-04	Sudbury Wolves	68	25	32	6	5	61	185	220	5th (Central)
2002-03	Sudbury Wolves	68	16	46	4	2	38	175	273	5th (Central)
2001-02	Sudbury Wolves	68	25	33	5	5	60	171	216	3rd (Central)
2000-01	Sudbury Wolves	68	35	22	8	3	81	237	196	1st (Central)
1999-00	Sudbury Wolves	68	38	25	5	1	84	262	221	2nd (Central)
1998-99	Sudbury Wolves	68	25	35	8		58	261	288	2nd (Central)
1997-98	Sudbury Wolves	66	25	34	7		57	257	268	5th (Central)
1996-97	Sudbury Wolves	66	21	37	8		50	251	302	6th (Central)
1995-96	Sudbury Wolves	66	27	36	3		57	262	288	6th (Central)
1994-95	Sudbury Wolves	66	43	17	6		92	314	208	2nd (Central)
1993-94	Sudbury Wolves	66	34	26	6		74	299	275	3rd (Leyden)
1992-93	Sudbury Wolves	66	31	30	5		67	291	300	4th (Leyden)
1991-92	Sudbury Wolves	66	33	27	6		72	331	320	4th (Leyden)
1990-91	Sudbury Wolves	66	33	28	5		71	288	265	6th (Leyden)
1989-90	Sudbury Wolves	66	36	23	7		79	295	267	3rd (Emms)
1988-89	Sudbury Wolves	66	23	36	7		53	262	334	7th (Emms)
1987-88	Sudbury Wolves	66	17	48	1		35	208	339	8th (Emms)
1986-87	Sudbury Wolves	66	20	44	2		42	285	377	8th (Emms)
1985-86	Sudbury Wolves	66	29	33	4		62	293	330	5th (Emms)
1984-85	Sudbury Wolves	66	17	46	3		37	224	348	8th (Emms)
1983-84	Sudbury Wolves	70	19	50	1		39	287	427	8th (Emms)
1982-83	Sudbury Wolves	70	15	55	0		30	269	422	7th (Emms)
1981-82	Sudbury Wolves	68	19	48	1		39	274	401	7th (Emms)
1980-81	Sudbury Wolves	68	20	45	3		43	284	380	6th (Emms)
1979-80	Sudbury Wolves	68	33	33	2		68	299	309	5th (Leyden)
1978-79	Sudbury Wolves	68	40	27	1		81	397	361	2nd (Leyden)
1977-78	Sudbury Wolves	68	16	42	10		42	255	377	6th (Leyden)
1976-77	Sudbury Wolves	66	38	24	4		80	385	290	2nd (Leyden)
1975-76	Sudbury Wolves	66	47	11	8		102	384	224	1st (Leyden)
1974-75	Sudbury Wolves	70	31	29	10		72	324	289	5th
	Totals (since 1974)	2,626	1,089	1,307	152	79	2,410	10,248	11,350	Pct. .459

TEAM RECORDS

SEASON

Team		
Most Points	(1975-76)	102
Most Goals	(1978-79)	397
Most Goals Against	(1983-84)	427
Fewest Goals Against	(2004-05)	185

Individual

Most Goals	Rod Schutt (1975-76)	72
Most Assists	Ron Duguay (1975-76)	92
Most Points	Mike Foligno (1978-79)	150
Best GAA	Matt Mullin (1994-95)	3.04

GAME

Most Goals	5
Rod Schutt (Feb. 29, 1976 vs. Sault Ste. Marie); Mike Foligno (Jan. 15, 1978 vs. Peterborough); Paul DiPietro (Oct. 3, 1989 vs. Sault Ste. Marie)	
Most Assists	7
Ron Duguay (Mar. 13, 1977 at Toronto); Hector Marini (Oct. 8, 1976 vs. Ottawa); Norm Milley (Dec 18, 1998 vs. Barrie)	
Most Points	7
Ron Duguay (Mar. 13/77 at Toronto); Hector Marini (Oct. 8/76 vs. Ottawa); Norm Milley (Dec 18/98 vs. Barrie); Mike Fisher (Dec 18/98 vs. Barrie)	
Most Powerplay Goals	4
Jamie Matthews (March 11, 1994 vs. Dshowa)	
Most Shorthanded Goals	2
5 times	
Fastest Opening Goal	0:05
Dave MacQueen (Oct. 20, 1978 vs. Peterborough)	
Fastest Period Goal	0:08
Don McCarthy (Sept. 23, 1977 vs. Oshawa - 2nd period); Barrie Moore (Jan.10, 1992 vs. Detroit - 2nd period)	
Fastest Two Goals by One Player	0:04
Mike Foligno (Jan. 16, 1979 vs. Sault Ste. Marie - 3rd period)	

Fastest Three Goals by One Player	2:27
Norm Milley (Feb. 18, 2000 vs. Toronto)	

INDIVIDUAL GAME RECORDS – 2012-13

Most Goals	3
Nathan Pancel (Nov. 30, 2012 vs Owen Sound), Dominik Kubalik (Jan. 27, 2013 vs Windsor), Brody Silk (Oct. 26, 2012 vs Niagara), Jashua Leiva (Oct. 7, 2012 at Ottawa)	
Most Assists	4
Frank Corrado (Oct. 26, 2012 vs Niagara), Brody Silk (Mar. 15, 2013 vs Niagara), Joshua Leiva (Dec. 14, 2012 vs Plymouth)	
Most Points	4
8 times	
Most Power-Play Goals	2
Nathan Pancel (Nov. 30, 2012 vs Owen Sound), Brody Silk (Oct. 26, 2012 vs Niagara)	
Most Shorthanded Goals	1
4 times	
Fastest Opening Goal	1:22
Donny Desrachers (Dec. 8, 2012 vs Peterborough)	
Fastest Period Goal	0:26
Mathew Campagna (Feb. 9, 2013 vs Mississauga)	
Fastest Two Goals by One Player	1:09
Nathan Pancel (Sep. 23, 2012 vs Brampton)	
Fastest Three Goals by One Player	10:29
Dominik Kubalik (Jan. 27, 2013 vs Windsor)	
Longest Point Scoring Streak (Games)	18
Mathew Campagna (Nov. 24, 2012 to Jan. 12, 2013. 8G, 6A)	
Longest Goal Scoring Streak (Games)	4
Jacob Harris (Dec. 28, 2012 to Jan. 4, 2013. 6G, 6A)	

SUDBURY WOLVES

2013 OHL PRIORITY SELECTIONS

RD	NO	NAME	HOMETOWN	POS	HT	WT	BIRTHDATE
1	7	Kyle Capobianco	Mississauga, Ont.	Left Defence	6.00	155	8/13/1997
2	27	Troy Timpono	Pickering, Ont.	Goaltender	5.11	174	11/13/1997
3	59	David Zeppieri	Brampton, Ont.	Centre	6.00	182	2/4/1997
4	67	Austin Clapham	Toronto, Ont.	Right Defence	6.00	185	7/9/1997
5	95	Chase Hawley	Kingston, Ont.	Left Defence	6.00	175	2/1/1997
6	101	Noah Robinson	Mississauga, Ont.	Right Wing	5.10	187	5/22/1997
6	117	Michael Silveri	North Bay, Ont.	Centre	6.01	158	3/6/1997
8	147	Josh Dickinson	Georgetown, Ont.	Centre	5.11	158	11/17/1997
9	167	Liam Turnbull	London, Ont.	Goaltender	6.00	163	1/7/1997
11	207	Connor Schmalz		Right Wing	6.00	148	5/22/1997
12	227	Nicholas Hamre	Cumberland, Ont.	Left Wing	5.07	159	4/25/1997
13	249	Niibin Nashkawa	Massey, Ont.	Left Defence	5.09	180	7/18/1997
15	287	Nolan Smith		Right Defence	6.04	178	4/11/1997
15	291	Rory Milne	Oshawa, Ont.	Centre	5.10	150	5/21/1997

CHL Import Draft

No selections

HEAD COACH

Paul Fixter

Born:

Year	Club	GP	W	L	OTL	SL	PTS	Finish
	No OHL coaching record							

Coaching History

Barry MacKenzie, Larry Rubic and Trevor Boyce 1972-73; Mac MacLean 1973-74; Stu Duncan 1974-75; Jerry Toppazzini 1975-76 to 1976-77; Marcel Clements and Andy Laing 1977-78; Andy Laing 1978-79 to 1980-81; Joe Drago 1981-82; Ken Gratton, Marcel Clements and Bill Harris 1982-83; Bill Harris and Andy Spruce 1983-84; Andy Spruce 1984-85; Bob Strumm and Wayne Maxner 1985-86; Guy Blanchard 1986-87; John Wallin and Ken MacKenzie 1987-88; Ken MacKenzie 1988-89 to 1991-92; Glenn Merkosky 1992-93 to 1994-95; Glenn Merkosky and Todd Lalonde 1995-96; Todd Lalonde 1996-97; Todd Lalonde and Tom Watt 1997-98; Reg Higgs 1998-99; Bert Templeton 1999-00 to 2002-03; Mike Foligno 2003-04 2008-09; Bryan Verroult and Mike Foligno 2009-10, Trent Cull 2010-11 to 2012-13; Paul Fixter 2013-14 to date.

2012-13 TEAM RECORD

	W	L	OTL	SL		W	L	OTL	SL
Overall Record:	29	27	5	7	vs. Barrie	4	4	0	0
Home Record:	18	9	3	4	vs. Belleville	1	3	0	0
Road Record:	11	18	2	3	vs. Brampton	3	4	0	1
Overtime Record:	0	8			vs. Erie	2	0	0	0
					vs. Guelph	0	2	0	0
vs. East Division Opponents	7	5	1	3	vs. Kingston	1	1	0	0
vs. Central Division Opponents	15	8	2	3	vs. Kitchener	0	1	1	0
vs. West Division Opponents	5	7	1	1	vs. London	0	2	0	0
vs. Midwest Division Opponents	2	7	1	0	vs. Mississauga	5	0	0	1
					vs. Niagara	3	0	2	1
September Record	2	3	0	0	vs. Oshawa	1	1	1	1
October Record	5	5	0	1	vs. Ottawa	1	0	0	1
November Record	3	7	0	3	vs. Owen Sound	0	2	0	0
December Record	6	1	2	1	vs. Peterborough	3	0	0	1
January Record	7	1	2	1	vs. Plymouth	1	1	0	0
February Record	4	6	0	1	vs. Saginaw	0	2	0	0
March Record	2	4	1	0	vs. Sarnia	1	1	0	0
					vs. Sault Ste. Marie	2	2	1	1
Playoff Record:	4	5			vs. Windsor	1	1	0	0

WINDSOR SPITFIRES

Windsor Family Credit Union Centre, 8787 McHugh St., Windsor, Ontario N8S 0A1

Phone: (519) 254-9256 • Fax: (519) 254-9257

email: frontoffice@windsorspitfires.com • www.windsorspitfires.com



TEAM DIRECTORY

President and Head Coach

Bob Boughner

Vice-President/General Manager

Warren Rychel

Assistant GM/Head Scout

Terry Doran

Associate Coach

Bob Jones

Assistant Coach

Jerrod Smith

Goaltending Coach

Paul Billing

Video Coach

Sean Demuynck

Athletic Therapist

Joey Garland

Equipment Manager

JR Grant

Assistant Equipment Manager

Jordan Bezaire

Scouts

Larry Gertsakis, Mike Glaver,
Brian Teakle, Mike Kesler,
Matt Moran, Don Dickson, Dan Currie
Michael Kokavec

European Consultant

Steve Horne

Director of Business Development

Andrea Eidukas-Mooney

Administrator

Felicia Krautner

Community & Game Operations

Dave Ducharme

Media & Public Relations

Dennis Gignac

Academic Advisors

John Laporte

Club Physician

Dr. Roy Diklich, Dr. Bob McKay

Club Dentist

Dr. Roger Shaban



Bob Boughner



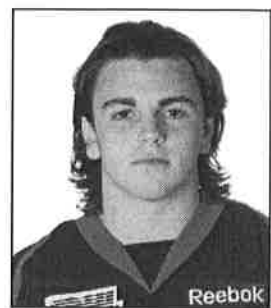
Warren Rychel



Bob Jones

TEAM INFORMATION

Home Arena	WFCU Centre	Capacity	6,500
Dimensions of Rink	200' x 85'	Box Office:	(519) 254-5000
Arena Phone:	(519) 974-7979	Arena Manager	Doug Sweet
Press Box	3rd level, East end of arena		
Team Colours	Blue, red & white	Training Camp	TBA
Affiliated Team	LaSalle Jr. B		



Ryan Moore

WINDSOR SPITFIRES

FRANCHISE RECORD

SEASON	NAME	GP	W	L	OTL	SL	PTS	GF	GA	FINISH
2012-13	Windsor Spitfires	68	26	33		9	61	212	278	5th (West)
2011-12	Windsor Spitfires	68	29	32		7	65	213	258	4th (West)
2010-11	Windsor Spitfires	68	39	23		6	84	280	247	2nd (West)
2009-10	Windsor Spitfires	68	50	12		6	106	331	203	1st (West)
2008-09	Windsor Spitfires	68	57	10		1	115	311	171	1st (West)
2007-08	Windsor Spitfires	68	41	15		12	94	279	205	2nd (West)
2006-07	Windsor Spitfires	68	18	43		7	43	209	311	5th (West)
2005-06	Windsor Spitfires	68	32	29		7	71	247	252	3rd (West)
2004-05	Windsor Spitfires	68	26	29		7	65	223	253	3rd (West)
2003-04	Windsor Spitfires	68	27	30	3	8	65	201	219	3rd (West)
2002-03	Windsor Spitfires	68	37	25	5	1	80	259	221	3rd (West)
2001-02	Windsor Spitfires	68	33	24	6	5	77	253	229	3rd (West)
2000-01	Windsor Spitfires	68	34	22	8	4	80	257	221	2nd (West)
1999-00	Windsor Spitfires	68	35	31	2	1	73	213	231	4th (West)
1998-99	Windsor Spitfires	68	23	39	6		52	203	294	5th (West)
1997-98	Windsor Spitfires	66	19	42	5		43	261	340	6th (West)
1996-97	Windsor Spitfires	66	29	29	8		66	303	285	3rd (West)
1995-96	Windsor Spitfires	66	21	41	4		46	256	312	4th (West)
1994-95	Windsor Spitfires	66	41	22	3		85	303	232	2nd (West)
1993-94	Windsor Spitfires	66	25	36	5		55	253	298	7th (Emms)
1992-93	Windsor Spitfires	66	19	42	5		43	240	343	8th (Emms)
1991-92	Windsor Spitfires	66	25	33	8		58	272	316	5th (Emms)
1990-91	Windsor Spitfires	66	33	29	4		70	307	279	4th (Emms)
1989-90	Windsor Spitfires	66	17	41	8		42	233	341	8th (Emms)
1988-89	Windsor Spitfires	66	25	37	4		54	272	321	5th (Emms)
1987-88	Windsor Spitfires	66	50	14	2		102	396	215	1st (Emms)
1986-87	Windsor Spitfires	66	36	25	5		77	287	249	3rd (Emms)
1985-86	Windsor Spitfires	66	34	26	6		74	280	259	3rd (Emms)
1984-85	Windsor Spitfires	66	28	35	3		59	267	301	5th (Emms)
1983-84	Windsor Spitfires	70	22	46	2		46	280	379	6th (Emms)
1982-83	Windsor Spitfires	70	19	50	1		39	289	394	6th (Emms)
1981-82	Windsor Spitfires	68	22	42	4		48	269	343	6th (Emms)
1980-81	Windsor Spitfires	68	33	33	2		68	322	337	2nd (Emms)
1979-80	Windsor Spitfires	68	36	31	1		73	323	344	1st (Emms)
1978-79	Windsor Spitfires	68	32	35	1		65	323	322	3rd (Emms)
1977-78	Windsor Spitfires	68	36	24	8		80	338	289	2nd (Emms)
1976-77	Windsor Spitfires	66	21	37	8		50	294	386	5th (Emms)
1975-76	Windsor Spitfires	66	12	50	4		28	251	470	6th (Emms)
	Totals	2,556	1,142	1,197	137	81	2,502	10,310	10,948	Pct. .489

TEAM RECORDS

SEASON

Team		
Most Points	(2008-09)	115
Most Goals	(1987-88)	396
Most Goals Against	(1975-76)	470
Fewest Goals Against	(2008-09)	171

Individual

Most Goals	Ernie Godden (1980-81)	87
Most Assists	Bill Bowler (1994-95)	102
Most Points	Ernie Godden (1980-81)	153
Best GAA	Andrew Engelage (2008-09)	2.35

GAME

Most Goals	5
Gerry Leroux (Oct. 27, 1977 vs. Niagara Falls); Paul Gagne (Oct. 11, 1979 vs. Niagara Falls)	
Most Assists	6
Greg Gravel (Oct. 28, 1982 vs. Sudbury)	
Most Points	9
Greg Gravel (Oct. 28, 1982 vs. Sudbury)	
Most Powerplay Goals	3
Ernie Godden (Mar. 21/81 vs. London); Greg Gravel (Oct. 28/82 vs. Sudbury); Bill Bowler (Jan. 23/93 at Peterborough); Craig Lutes (Mar. 17/93 at Oshawa)	
Most Shorthanded Goals	2
Claude Laiselle (Mar. 8/83 vs. Guelph); Kelly Cain (Dec. 11/87 at Hamilton); Glenn Crawford (Sept. 29/95 at Sarnia); Shawn Mather (Sep. 28/00 vs. S.S. Marie); Eric Locke (Dec. 11/10 at Sarnia)	
Fastest Opening Goal	0:09
Kevin White (Oct. 4, 1990 vs. Kitchener)	
Fastest Period Goal	0:05
Jason Spezza (Nov. 18, 2001 at Toronto - 3rd period)	
Fastest Two Goals by One Player	0:07
Bhair Barnes (Nov. 9, 1979 at London - 2nd period)	

Fastest Three Goals by One Player 2:56
Bill Bowler (Mar. 5, 1994 at Owen Sound - 2nd period)

INDIVIDUAL GAME RECORDS — 2012-13

Most Goals	3
Alexander Khokhlochev (Feb. 7, 2013 at Peterborough, Jan. 27, 2013 at Sudbury, Mar. 10, 2013 vs London), Ben Johnson (Jan. 4, 2013 at Sarnia)	
Most Assists	5
Alex Aleardi (Feb. 7, 2013 at Peterborough), Kerby Rychel (Feb. 7, 2013 at Peterborough)	
Most Points	6
Kerby Rychel (Feb. 7, 2013 at Peterborough)	
Most Power-Play Goals	2
Derek Schoenmakers (Oct. 11, 2012 vs S.S. Marie), Alexander Khokhlochev (Feb. 7, 2013 at Peterborough and Jan. 27, 2013 at Sudbury)	
Most Shorthanded Goals	1
Brady Vail (Nov. 29, 2012 vs Barrie and Mar. 7, 2013 vs S.S. Marie)	
Fastest Opening Goal	0:10
Kerby Rychel (Jan. 13, 2013 at Oshawa)	
Fastest Period Goal	0:10
Kerby Rychel (Jan. 13, 2013 at Oshawa)	
Fastest Two Goals by One Player	0:19
Michael Clarke (Oct. 11, 2012 vs Sault Ste. Marie)	
Fastest Three Goals by One Player	16:38
Ben Johnson (Jan. 4, 2013 at Sarnia)	
Longest Point Scoring Streak (Games)	11
Alexander Khokhlochev (Jan. 27, 2013 to Feb. 21, 2013. 9G, 9A) Alex Aleardi (Dec. 31, 2012 to Jan. 24, 2013. 4G, 4A) Kerby Rychel (Jan. 27, 2013 to Feb. 21, 2013. 8G, 8A)	
Longest Goal Scoring Streak (Games)	4
Kerby Rychel (Nov. 4, 2012 to Nov. 17, 2012. 5G, 5A)	

2013 OHL PRIORITY SELECTIONS

RD	NO	NAME	HOMETOWN	POS	HT	WT	BIRTHDATE
2	35	Ryan Moore	Troy, MI	Centre	5.08	150	4/9/1997
3	43	Liam Murray	Orleans, Ont.	Left Defence	6.00	191	6/28/1997
3	47	Andrew Burns	Oakville, Ont.	Left Defence	5.11	165	2/2/1997
4	68	Aaron Luchuk	Kingston, Ont.	Centre	5.08	182	4/5/1997
5	81	Brendan Warren	Corleton, MI	Centre	6.00	170	5/7/1997
5	97	Brendan Jahnston	Port Lambton, Ont.	Goaltender	5.11	165	1/30/1997
6	119	Ryan Morkavic	Mississauga, Ont.	Left Defence	6.02	180	5/10/1997
9	163	Drew Marlatt	Chatham, Ont.	Left Wing	5.10	194	6/26/1997
10	189	Mathew Hudie		Forward	6.00	165	2/18/1996
11	203	Christion Fischer	Wayne, IL	Centre	6.00	180	4/15/1997
12	220	Daniel Miller	Erie, PA	Left Wing	6.03	200	2/19/1997
12	223	Michael Andlauer	Burlington, Ont.	Right Wing	6.01	165	8/22/1997
13	243	Anton Trublin	Toronto, Ont.	Centre	5.10	161	2/9/1997
14	263	Eli Billing	Tecumseh, Ont.	Goaltender	5.09	150	10/17/1997
15	285	Matthew Busby	Shanty Bay, Ont.	Right Defence	5.10	163	1/13/1997
CHL Import Draft							
1	11	Jacob De La Rose	Arvika, Sweden	Centre	6.02	190	5/20/1995
1	20	Nikita Yazkov		Right Wing	6.00	165	2/27/1996

HEAD COACH

Bob Boughner Born: March 8, 1971, Windsor, Ontario

Coaching Record

Year	Club	GP	W	L	T	DTL	PTS	Finish
2006-07	Windsor Spitfires	68	18	43		7	43	5th (West)
2007-08	Windsor Spitfires	68	41	15		12	94	2nd (West)
2008-09	Windsor Spitfires	68	57	10		1	115	1st (West)
2009-10	Windsor Spitfires	68	50	12		6	106	1st (West)
2011-12	Windsor Spitfires	68	29	32		7	65	4th (West)
2012-13	Windsor Spitfires	68	26	33		9	61	5th (West)
	OHL Totals	408	213	155	0	40	466	Pct. .571

Coaching History

Doug Johnston and Wayne Moxner 1975-76; Wayne Moxner 1976-77 to 1979-80; Ron Harris and Ron Carroll 1980-81; Marcel Pronovost 1981-82; Marcel Pronovost, Doug Imrie and John Bezanic 1982-83; Bob Boucher, Terry McDonnell and Wayne Moxner 1983-84; Mark Craig 1984-85; Tom Webster 1985-86; Tom Webster, Jim Rutherford and Tony MacDonald 1986-87; Tom Webster 1987-88 to 1988-89; Brad Smith 1989-90 to 1990-91; Brad Smith, Wayne Moxner and Dave Prpich 1991-92; Wayne Moxner and Kevin McIntosh 1992-93; Shane Parker 1993-94; Mike Kelly 1994-95; Mike Kelly and Paul Gillis 1995-96; Paul Gillis 1996-97; Vern Stenlund, Dave Prpich and Tony Curtale 1997-98; Tony Curtale and Dave Prpich 1998-99; Tom Webster 1999-00 to 2001-02; Tom Webster and Mike Kelly 2002-03; Steve Smith and Mike Kelly 2003-04; Mike Kelly and Dave Prpich 2004-05; Moe Mantha, Bill Bowler and D.J. Smith 2005-06; Bob Boughner 2006-07 to 2009-10; Bob Jones 2010-11; Bob Boughner 2011-12 to date

2012-13 TEAM RECORD

	W	L	OTL	SL		W	L	OTL	SL
Overall Record:	26	33	3	6	vs. Barrie	0	1	1	0
Home Record:	17	14	0	3	vs. Belleville	0	0	0	2
Road Record:	9	19	3	3	vs. Brampton	1	1	0	0
Overtime Record:	0	6			vs. Erie	3	0	1	0
					vs. Guelph	2	2	0	0
vs. East Division Opponents	4	4	0	2	vs. Kingston	0	2	0	0
vs. Central Division Opponents	3	4	1	2	vs. Kitchener	1	2	0	1
vs. West Division Opponents	10	14	1	1	vs. London	3	3	0	0
vs. Midwest Division Opponents	9	11	1	1	vs. Mississauga	1	0	0	1
					vs. Niagara	0	1	0	1
September Record	3	1	0	1	vs. Oshawa	2	0	0	0
October Record	4	5	0	2	vs. Ottawa	1	1	0	0
November Record	3	6	1	2	vs. Owen Sound	0	4	0	0
December Record	4	6	0	0	vs. Peterborough	1	1	0	0
January Record	6	4	0	1	vs. Plymouth	1	6	1	0
February Record	4	8	0	0	vs. Saginaw	2	4	0	0
March Record	2	3	2	0	vs. Sarnia	2	3	0	1
					vs. Sault Ste. Marie	5	1	0	0
					vs. Sudbury	1	1	0	0

Andrew Eckart

From: Talbot, Lisa <ltalbot@torys.com>
Sent: Thursday, February 12, 2015 4:29 PM
To: Kiara Sancler
Cc: Ted Charney; Andrew Eckart; Jackson, Trisha; Rodrigue, Sylvie
Subject: FW: Berg v. CHL et al
Attachments: Letter to Patricia Jackson -FEB 12 15 Encl .pdf

Importance: High

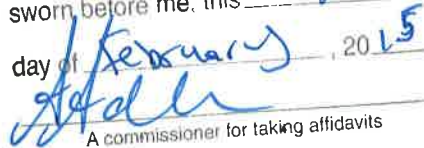
Dear Kiara,

Please find below the legal names for the teams requested.

Kitchener Ranger Jr A Hockey Club
 Sudbury Wolves Hockey Club Ltd.
 Groupe Sags 7-96 Inc.
 Moose Jaw Tier One Hockey Inc. dba Moose Jaw Warriors
 Kootenay Ice Hockey Club Ltd.

Regards,

Lisa Talbot

This is Exhibit F referred to in the
 affidavit of Andrew J. Eckart
 sworn before me, this 20th
 day of February, 2015

 A commissioner for taking affidavits

P. 416.865.8222 | F. 416.865.7380 | 1.800.505.8679
 79 Wellington St. W., 30th Floor, Box 270, TD South Tower
 Toronto, Ontario M5K 1N2 Canada | www.torys.com

TORYS
LLP

From: Kiara Sancler [<mailto:kiaras@charneylawyers.com>]
Sent: February-12-15 3:50 PM
To: Jackson, Trisha
Cc: Ted Charney; Andrew Eckart; Rodrigue, Sylvie
Subject: Re: Berg v. CHL et al
Importance: High

Good Afternoon Ms. Jackson,

Please see the attached correspondence with the enclosed from Mr. Eckart, dated today, to your attention.

Sincerely,

Kiara Sancler, Class Action Law Clerk
Assistant to Andrew Eckart

CHARNEY LAWYERS

151 Bloor Street West, Suite # 890

Toronto, ON. M5S 1P7

Tel: 416-964-7950 Ext. 223

Fax: 416-964-7416

kiaras@charneylawyers.comwebsite: www.charneylawyers.com

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Corporations Canada

Federal Corporation Information - 4079493

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Corporation Number

4079493

Business Number (BN)

123377244RC0001

Governing Legislation

Canada Not-for-profit Corporations Act - 2013-05-08

Corporate Name

WESTERN HOCKEY LEAGUE

Status

Active

Registered Office Address

2424 UNIVERSITY DR. NW
CALGARY AB T2N 3Y9
Canada

Active NFP Act corporations are required to update this information. Changes are only legally effective when filed with Corporations Canada. A [corporation key](#) is required.

Directors

Minimum

3

Maximum

44

Directors

TIM SPELTZ
W 700 MALLON AVENUE
SPOKANE WA 99201
United States

TOM GAGLARDI
300 MARK RECCHI WAY
KAMLOOPS BC V2C 1W3
Canada

BRUCE HAMILTON
101, 1223 WATER STREET

This is Exhibit H referred to in the affidavit of Andrew J. Eckart sworn before me, this 20th day of February, 2015

[Signature]
A commissioner for taking affidavits

KELOWNA BC V1Y 9V1
Canada

Anthony Marquart
1701 Lewvan Drive
Regina SK S6V 2W8
Canada

GRAHAM LEE
1925 BLANSHARD STREET
VICTORIA BC V8T 4J2
Canada

KELLY MCCRIMMON
#2-1175-18TH STREET
BRANDON MB R7A 7C5
Canada

DOUG PIPER
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PORTLAND OR 97227
United States

Chad Taylor
110 - 1st Avenue NW
Moose Jaw SK S6H 3L9
Canada

JEFF CHYNOWETH
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CRANBROOK BC V1C 7G9
Canada

DARRELL MASER
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MEDECINE HAT AB T1A 3B1
Canada

Mike Priestner
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Canada

AL STEWART
2001 CHAPLIN STREET EAST
SWIFT CURRENT SK S9H 5A8
Canada

GORD BRODA
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Prince Albert SK S6V 2W8
Canada

RUSS FARWELL
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KENT WA 98032
United States

RON TOIGO
100 NORTH RENFREW STREET
VANCOUVER BC V5K 3N7
Canada

KEN KING
555 SADDLEDOME RISE S.E.
CALGARY AB T2G 2W1
Canada

HERMAN ELFRING
2, 2510 SCENIC DRIVE SOUTH
LETHBRIDGE AB T1K 7V7
Canada

Greg Pocock
102 - 2187 Ospika Blvd South
Prince George BC V2N 6Z1
Canada

BOB TORY
700 W GRANDRIDGE BLVD.
KENNEWICK WA 99336
United States

GARY GELINAS
2000 HEWITT AVENUE
SUITE 100
EVERETT WA 98201
United States

BRENT SUTTER
4847C-19TH STREET
RED DEER AB T4R 2N7
Canada

PATRICK LAFORGE
11230 119TH STREET
EDMONTON AB T3G 3H7
Canada

Active NFP Act corporations are required to update director information (names, addresses, etc.) within 15 days of any change. A corporation key is required.

Annual Filings

Anniversary Date (MM-DD)

05-08

Date of Last Annual Meeting

2014-06-11

Annual Filing Period (MM-DD)

05-08 to 07-07

Type of Corporation

Non-Soliciting

Status of Annual Filings

2015 - Not due

2014 - Filed

Corporate History

Corporate Name History

2002-05-31 to Present

WESTERN HOCKEY LEAGUE

Certificates and Filings

Certificate of Continuance

2013-05-08

Previous jurisdiction: Canada Corporations Act - Part II (CCA-II)

By-laws

Received on 2013-05-08

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2015 NHL Draft Pick
v Barzal



WHL LIVE

WHEN THE PUCK DROPS, THE ACTION PICKS UP!

CLICK HERE TO VIEW THE SCHEDULE

SCHEDULE & RESULTS

Fri Feb 20

	VS		7:00 CST		
	VS		7:00 CST		
	VS		7:00 CST		
	VS		7:00 MST		
	VS		7:00 PST		
	VS		7:30 PST		
	VS		7:35 PST		

About the WHL

The Western Hockey League started with just seven teams based in the provinces of Saskatchewan and Alberta in 1966. The WHL now has representation in all four Western Canadian provinces and the U.S. states of Oregon and Washington. With the addition of the Edmonton Oil Kings for the 2007-08 season, the WHL now consists of 22 member Clubs with 17 based in Canadian markets and 5 in the U.S. Pacific Northwest.

The WHL is a member of the Canadian Hockey League (CHL) whose membership is comprised of three major junior hockey leagues: Ontario Hockey League (OHL), Quebec Major Junior Hockey League (QMJHL) and the Western Hockey League (WHL). At the conclusion of each League's playoffs, the CHL hosts the Mastercard Memorial Cup. A National Championship tournament involving each of the League's Champion and the tournament host.

The Western Hockey League's Head Office is located in Calgary. Alberta and is responsible to administer all functions related to League operations. Under the direction of the WHL Commissioner, the WHL Head Office functions include: game supervision, scheduling, League meetings, player drafts, agreements and scholarships, player transactions, finance, marketing, media relations, communications and statistics/results.

This is Exhibit I ref
affidavit of Andrew
Emberson me this
day of February
A Commissioner for taking affidavits

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2015 NHL Draft Pick
Barzal



WHEN THE PUCK DROPS, THE ACTION PICKS UP!
CLICK HERE TO VIEW THE SCHEDULE

SCHEDULE & RESULTS

Fri Feb 20

	VS		7:00 CST
	VS		7:00 CST
	VS		7:00 CST
	VS		7:00 MST
	VS		7:00 PST
	VS		7:00 PST
	VS		7:05 PST
	VS		7:30 PST
	VS		7:35 PST

WHL Staff

You may contact the Western Hockey League at:

Mail/Courier Address:
Father David Bauer Arena
2424 University Drive N.W.
Calgary, Alberta, Canada T2N 3Y9
Phone: (403) 693-3030
Fax: (403) 693-3031
Email: info@whl.ca

- Ron Robison, Commissioner
- Richard Doerksen, Vice-President, Hockey
- Yvonne Bergmann, Vice-President, Business
- Corey St. Laurent, Senior Manager, Communications
- Kevin Muench, Director, Officiating
- Stacy Baker, Director, Finance
- Alyson Chambers, Director, Marketing
- Kirt Hill, Manager, Player Development & Recruitment
- Venessa Smorodin, Executive Assistant
- Jeff Wallace, Coordinator, Hockey Operations
- Nathan Dearing, Coordinator, Video
- Mason Stewart, Coordinator, Officiating
- Ginelle Polini, Coordinator, Marketing



SCHEDULE TICKETS TEAM STATS STORE FAN ZONE HISTORY COMMUNITY VIDEO NEWS

Staff Directory

Governor / General Manager / Head Coach: Kelly McCrimmon

Assistant Coach: Darren Ritchie

Assistant Coach: David Anning

Goaltending Coach: Matt Cockell

Athletic Therapist: Josh Guenther

Equipment Manager: Scott Hlady

Strength & Conditioning: Jim Frederickson

Sports Medicine Consultant: Dr. Shaun Gauthier

Accounting: Lyn Shannon

Director of Business Operations and Sponsorships: Rick Dillabough

Director of Marketing and Ticket Sales: Matt McNish

Director of Game Day Operations and Community Relations: Chris Falke

This is Exhibit J referred to in the affidavit of Andrew J. Eckhart sworn before me, this 20th day of February, 2015
A commissioner for taking affidavits

GAME CENTRE

at Regina
Mon Feb 16, 2:04
Boxscore
Win 5 - 3

at Prince Albert
Fri Feb 20, 7:00
Watch Listen

at Saskatoon
Sat Feb 21, 7:05

vs Medicine Hat
Wed Feb 25, 7:00
Tickets

Full Schedule

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WHL Vancouver Seals
2004 - 2007

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CO-OP

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Director of Game Day Operations and Community Relations: Chris Falko

Executive Assistant: Danna Rudniski

Merchandise: Heather Thomas

Receptionist: Shannon Stinton

Game Day Hostess: Candace Bowles, 880 CKLQ

Club Physician: Dr. Scott Blyth

Education Advisor: Glenda Zelmer

Dressing Room Assistants: Trevor Ross, Scott Gurr

Play by Play Broadcaster: Bruce Luebke

Director of Scouting: Wade Klippenstein

Senior Scout: Gary Michalick

Head Scout: Mark Johnston

Scouting Staff: *Manitoba:* Frank Harding, Dennis McNish, Garth Mitchell *Saskatchewan:*

Derrick Kemp Alberta: Mike Fraser, Nestor Chomik, Clint Jones



(http://www.hitmenhockey.com/page/hockey-operations-staff) league.cc (http://chl.ca)



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(http://instagram.com

/whlhitmen)



(http://www.hitmenhockey.com
/feed/news)

Hockey Operations & Staff



Ken King
President, Chief Executive Officer, Governor

Ken King was named President and Chief Executive Officer of the Calgary Flames on August 15, 2001. He also serves as the President, Chief Executive Officer and Governor of the Calgary Hitmen of the Western Hockey League.

Like you, King has an overwhelming fondness for the sport. His aspiration every season is to raise the bar another notch to reward devoted fans with the best possible entertainment package in the league.

King is a strong believer in contributing to the community and he knows incredible achievements can be accomplished when aspiration and determination mix with a visionary approach, meaningful intentions, responsible actions and, above all, consideration for others. His current community involvement spans numerous organizations, including chairman, TELUS Community Board, past co-chair of REACH (a \$300 million medical fundraising initiative), the Calgary Committee to End Homelessness, the Calgary Sport Tourism Authority, the Calgary Exhibition & Stampede, Borden Ladner Gervais CIAU Athlete of the Year Awards Committee and the Rotary Club of Calgary. Previous support and commitment involved the Calgary Prostate Cancer Centre, Calgary Philharmonic Society, No Ka Oi Ranch Foundation and past-chairman of the Calgary Chamber of Commerce.

In 2005, King received an Alberta Centennial Medal for outstanding contributions to the province of Alberta. Other awards include the Queen's Golden Jubilee Medal for community service and the commemorative medal for the 125th Anniversary of the Confederation of Canada. In 1991, he was honoured as B'Nai Brith Man of the Year.

Born and raised in Hanley, Saskatchewan, King launched a 30-year career in the newspaper business that included senior executive positions in Canada's leading newspapers including President and Publisher of the Calgary Sun and Calgary Herald. During his newspaper career in Calgary, King was acknowledged for his innovative marketing, establishment of healthy corporate relationships, spirited community leadership and appreciable growth for the newspapers.

King is an avid, but mediocre golfer, and like many other Albertans, shares a passion for horses. He and his wife, Marilyn, have two daughters and they are proud grandparents to Amanda's twin boys and Jocelin's baby boy.

TEAM SCHEDULE

 vs Medicine Hat
Tue Feb 17, 7:07

Boxscore (<http://www.whl.ca/schedule/show/game/34058>)
Win 4 - 1

 at Spokane
Fri Feb 20, 8:05

 at Tri-City
Sat Feb 21, 8:05

Tickets (<http://www.ticketmaster.com/tricity-americans-vs-calgary-hitman-kennewick-washington-02-21-2015/event/0F004D0CA9911901?artistid=833511&majorcatid=10004&minorcatid=9>)

 at Seattle
Tue Feb 24, 8:05

 at Portland
Wed Feb 25, 8:00

STAY CONNECTED





Kelly Kisio President of Hockey Operations & Alternate Governor

Kelly Kisio is in his 17th season with the Calgary Hitmen. The Hitmen have posted 628 regular season victories, an average of 42 per season, under his 15 seasons of leadership. Kelly has also been at the helm of both of the club's Western Hockey League Championships when the Hitmen captured the Ed Chynoweth Cup in 1999 and 2010. He has also twice won the Lloyd Saunders Memorial Trophy for the WHL's Top Executive, claiming the award in 2003-04 and 2008-09. In addition to his General Manager duties, Kelly also spent four seasons in the dual role of general manager and head coach from 2004-05 to 2007-08, guiding the Hitmen to 167 wins. During Kelly's 15-year tenure, the Hitmen have advanced to the playoffs 14 times.

A native of Wetaskiwin, Alberta, Kelly starred in the Alberta Junior League with the Red Deer Rustlers prior to joining the Western Hockey League with the Calgary Wranglers. He spent two seasons in the WHL posting back to back 60-goal campaigns in 1978-79 and 1979-80. He was named WHL Rookie of the Year in 1978-79.

Kelly enjoyed 13 years in the National Hockey League with four different teams (Detroit, New York Rangers, San Jose and Calgary). He served as captain of the Rangers for three and a half seasons plus one season with the Sharks. He was named a Campbell Conference All-Star in 1993. In 761 career NHL games, he posted 658 points (229 goals and 429 assists).

In 1993, Kelly signed with the Calgary Flames playing two seasons before retiring from the NHL in 1995. He stayed with the Flames as an amateur scout before accepting the general manager position with the Calgary Hitmen prior to the 1998-99 season.

During the recent off-season, Kisio was promoted from general manager to President of Hockey Operations.

Kelly and his wife Linda have three children: Brent, Kurtis, and Kristina, and are proud grandparents to Brent and Abby's daughter Summer and son Owen.



**Mike Moore
General Manager & Vice President of Business Operations**

Mike Moore is in his 18th season in the Western Hockey League and sixth season with the Calgary Hitmen. Prior to joining the Hitmen, Moore was the director of athletics at Edge School in Calgary. He has also served as a general manager with both the Kamloops Blazers and Medicine Hat Tigers, and was the Hitmen assistant general manager in 1997-98. In June, Moore was promoted to General Manager and Vice President of Business Operations for the Hitmen.

Moore has a Bachelor of Arts in Social Sciences and a Masters of Business Administration from the University of Calgary. He received the WHL Marketing/Public Relations Award in 2010-11 for his outstanding fundraising efforts and fan initiatives. Last season, the Calgary Hitmen Hockey Club raised over \$135,000 in cash and donations to support the Canadian Breast Cancer Foundation (CBCF) Prairies/NWT Region, Calgary Food Bank, CBE Fuel for School program, Prostate Cancer Canada and many more local charitable chapters through in-game activities, jersey auctions, ticketing initiatives and 50/50 contributions. In addition, the Hitmen also set a new Canadian Hockey League single game attendance record when 20,888 fans attended the WHL outdoor game at McMahon Stadium on February 21, 2011.

Find us on Facebook



Official Calgary Hitmen Hockey Club

Like 16,972



Official Calgary Hitmen Hockey Club

17 hrs

Don't miss Hitmen forwards Carsen Twarynski and Jake Virtanen who will be appearing at Adrenaline Source for Sports (9309 Macleod Tr. South) this afternoon from 4:30 - 5:30 p.m.!

Come join us!

Shara · a 1



Official Calgary Hitmen Hockey Club

Yesterday at 1:00am

PUT IT IN THE BOOKS! The Calgary Hitmen are four points away from the Central Division lead with a 4-1 win over the Medicine Hat Tigers on Tuesday at the

Facebook social plugin

FAN POLL

Who would you like to see the Hitmen take on in the first round of the playoffs?

- Red Deer Rebels
- Edmonton Oil Kings
- Kootenay Ice
- Other

Results



[\(https://forms.chryslercanada.ca/contests/calgaryhitmen/en/\)](https://forms.chryslercanada.ca/contests/calgaryhitmen/en/)

Mark French
Head Coach

Mark French joins the Hitmen following a season with the Medvescak Zagreb of the KHL, where he guided the expansion team to the playoffs after a 92-point regular season that included setting a league record for most consecutive wins by a debut team at eight.

French, a native of Milton, Ontario, brings a wealth of experience and winning to the Hitmen having been both a head coach and an assistant coach with the Washington Capitals' AHL affiliate, the Hershey Bears for six seasons. Named an assistant coach with Hershey during the 2007-08 season, French helped guide the Bears to their 10th league title in 2009; and in 2010, in his first season as head coach, led Hershey to their second-straight Calder Cup and 11th in franchise history.

In addition, French guided the Bears to a league-record 60 wins and franchise-record 123 points in 2009-10 and, during the 2010-11 season, reached 100 wins faster than any coach in AHL history (100-39-1-7). At the reins from 2009-13, he compiled a 180-100-10-22 regular season record, which ranks fifth in all-time club wins, while his .628 points percentage sits third in franchise history.

French began his coaching career with Brock University in September 1996 and in August 1999 moved into the role of assistant coach and assistant general manager with the OHL's North Bay Centennials for three seasons. From 2002-04, French was the head coach at Wilfrid Laurier University and prior to his record-setting coaching role with Hershey, he was assistant coach with the ECHL's Atlantic City Boardwalk Bullies in 2004-05 and head coach and director of hockey operations for the Wichita Thunder of the Central Hockey League from 2005-07. In June 2013, he signed as head coach with the Medvescak Zagreb in Croatia.



Brant Kisio
Assistant General Manager and Associate Coach

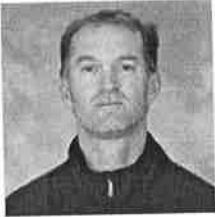
Brent Kisio is in his eighth season with the Calgary Hitmen and his second exclusively in the role of associate coach. Brent joined the team in the 2007-08 season as video coach/assistant coach after four successful years as a student athlete at the University of Nebraska in Omaha where he played hockey for the Mavericks and graduated with a degree in Criminology. Following his inaugural season, Brent moved exclusively into the role of assistant coach, before being promoted to associate coach in October 2012.

Kisio and his wife, Abby, have two children, Summer, Owen and Jack.



Joel Otto
Assistant Coach

Joel Otto is in his eighth season as an assistant coach of the Calgary Hitmen. Otto played 14 seasons in the NHL, 11 with the Calgary Flames and three with the Philadelphia Flyers. During that time he collected 508 points (195 goals, 313 assists) in 943 games. He was one of the NHL's best two-way centres and won a Stanley Cup with the Flames in 1989, scoring the series-clinching goal against Vancouver. The Elk River, Minnesota, native also won the World Cup with Team USA in 1999 and took part in the 1998 Winter Olympics in Nagano, Japan.

**Goaltending Coach****Darcy Wakaluk**

Darcy Wakaluk is in his 11th season as goaltending coach of the Calgary Hitmen. A native of Pincher Creek, he was drafted 144th overall by the Buffalo Sabres. After playing the better part of five seasons in the Buffalo system with the Rochester Americans, Darcy spent seven seasons in the NHL with the Buffalo Sabres, Minnesota/Dallas Stars and Phoenix Coyotes. Following his retirement in 1999, Wakaluk was a goaltending coach with the Kamloops Blazers for three seasons, before joining the Vancouver Giants organization for two campaigns. Wakaluk resides in Crowsnest Pass with his wife, Dawn & their four kids, Alexander, Logan, Brock & Tori.

**Sean Hope-Ross****Strength and Conditioning Coach**

Sean Hope-Ross is in his 12th season as strength and conditioning coach with the Calgary Hitmen. The Calgary, Alberta native is a certified strength coach and personal trainer with over 20 years of health and fitness experience complemented by a Bachelor of Arts from University of Victoria.

Hope-Ross resides in Calgary and is the owner and president of Sean Hope-Ross Strength and Conditioning.

**Troy Norcross****Video Coach**

Troy Norcross joined the Calgary Hitmen as video coach in 2008. The Calgary, Alberta, native has over 20 years of hockey experience as both a player and coach. Norcross, who attended the University of Alaska Anchorage on Division 1 scholarship in 1991-95, played with the ECHL's Alaska Aces in 1995-96, formerly known as the Anchorage Aces. During his Alberta Junior Hockey League career, Norcross played three seasons with the Calgary Canucks, capturing one championship title with the junior A club as well as spent two years behind the bench as assistant coach of the Calgary Royals, presently known as the Calgary Mustangs.

Jeff Hansen**Video Coach**

Jeff Hansen joined the Calgary Hitmen last season as Video Coach. After playing two years of junior B hockey in Cochrane, Hansen enjoyed a five-year career in the minor leagues, winning a championship in Knoxville in 2005. After his pro career, Hansen continued to play senior AAA hockey for the Bentley Generals until 2011, capturing a national championship in 2009. Hansen began coaching with the AMMHL's Calgary Rangers in 2009-2010 and won a Sutter Cup that season. From 2010 to 2012, Hansen was the Head Coach of the AC Avalanche (AMMHL) and last season was an Assistant Coach with the AJHL's Calgary Mustangs.



Will McMillan
Athletic Therapist

The 2012-13 season is Will McMillan's eighth season with the Calgary Hitmen. McMillan is a Certified Athletic Therapist with a degree in Physical Education from the University of Calgary. Prior to joining the Hitmen, he spent two years working with the Moose Jaw Warriors, one season with the Calgary Junior A Royals and nine years as the head athletic therapist at S.A.I.T. McMillan and his wife, Loreen, have a son named Sean.

Jason Monnery
Assistant Trainer

Jason Monnery is in his fourth season as an assistant trainer with the Calgary Hitmen. Monnery was born and raised in Calgary, and has an Athletic Injury Management Certificate from the Sports Medicine Council of Alberta. He is looking to pursue a career in Sports Management.



Bernie Bajnok
Education Advisor, Billet Coordinator

The 2013/14 season is Bernie's 12th season as the team's education advisor. He holds a wealth of leadership experience having served as a high school principal for 17 years before retiring in 2003. Bajnok also has a Masters Degree in Educational Administration and a Physical Education Degree.

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(HTTP://WWW.ONTARIOHOCKEYLEAGUE.COM/PAGE/WHL-CLUB-DIRECTORY_9222B)</p> <p>QUEBEC MAJOR JUNIOR HOCKEY LEAGUE
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(HTTP://WWW.SUBWAYSUPERSERIES.CA/)</p> <p>CHL/NHL TOP PROSPECTS GAME
(HTTP://WWW.CHLTOPPROSPECTS.CA/)</p> <p>MASTERCARD MEMORIAL CUP
(HTTP://WWW.MASTERCARDMEMORIALCUP.CA/)</p> | <p>ABOUT THE WHL (HTTP://WWW.WHL.CA/PAGE/ABOUT-THE-WHL_69759)</p> <p>CLUB DIRECTORY (HTTP://WWW.WHL.CA/PAGE/WHL-CLUB-DIRECTORY_9222B)</p> <p>TICKETS (HTTP://WWW.WHL.CA/TICKETS)</p> <p>CONTACT US (HTTP://WWW.WHL.CA/PAGE/WHL-STAFF_89852)</p> <p>RADIO BROADCASTS (HTTP://WWW.WHL.CA/PAGE/WHL-RADIO-BROADCASTS_92230)</p> <p>WHL LIVE (HTTP://WHL.NEULION.COM/WHL/)</p> <p>VIDEO (HTTP://WWW.WHL.CA/VIDEO/INDEX)</p> <p>WHL SCHOLARSHIP (HTTP://WWW.WHL.CA/PAGE/WHL-SCHOLARSHIPS)</p> <p>ALUMNI (HTTP://WWW.WHL.CA/PAGE/WHL-ALUMNI_92232)</p> <p>HOCKEY LINKS (HTTP://WWW.WHL.CA/PAGE/WHL-LINKS_92231)</p> |
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Staff Directory



OIL KINGS STAFF DIRECTORY

Governor: Patrick LaForge

General Manager: Randy Hansch (<http://oilkings.ca/page/general-manager>)
(</page/general-manager>)

Director of Scouting: Jamie Novakoski

Director, Business Operations: Kevin Radomski

Head Coach: Steve Hamilton (</page/head-coach>)

Assistant Coach: Ryan Marsh (</page/ryan-marsh>)

Video Coach: Jory Stuparyk

Strength & Conditioning Coach: Body by Bennett

Head Athletic Therapist: Brian Cheeseman (</page/head-athletic-therapist>)

Head Equipment Manager: Rogan Dean (</page/head-equipment-manager>)

Assistant Equipment Manager: Les Fragle

Game Day Assistant: Mike Kilbride

Student Athletic Trainer: Martin Fabian

Skating Coach: Vanessa Hettinger

Goalie Consultant: Dustin Schwartz

Scouting Staff

Craig Anderson, Scott Coates, Shawn Stieb, Scott Thomas

Nels Eckland, Bob McGill, Del Reid, Bruce Taylor,

Mike Grant, George Musselwhite, Murray Brookbank


TEAM SCHEDULE


	at Kootenay Fri Feb 20, 7:00
	vs Medicine Hat Sun Feb 22, 1:00
Tickets (http://www.ticketmaster.ca/event/11004D061A87A607?brand=edmontonoilkings&camefrom=CFC_OILKINGS)	
	vs Red Deer Wed Feb 25, 7:00
Tickets (http://www.ticketmaster.ca/event/11004D061A89A60B?brand=edmontonoilkings&camefrom=CFC_OILKINGS)	
	at Lethbridge Thu Feb 26, 7:00
	vs Prince Albert Sun Mar 1, 4:00
Tickets (http://www.ticketmaster.ca/event/11004D061A8CA60D?brand=edmontonoilkings&camefrom=CFC_OILKINGS)	

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 **Edmonton Oil Kings** @EdmOilKings 10h
We're pretty sure @MartinMarincin just stole @CurtisLazar95's move ...
Expand

 **Edmonton Oil Kings** @EdmOilKings 14h
For those who just want a #PinkAtTheRink pic. pic.twitter.com/yPGBOxlwOm



Tweet to @EdmOilKings

TEAM STATISTICS

#	Goalie	GP	W	SO	GAA	SAV%
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Director, Customer Relations : Jody Young (<http://www.oilkings.ca/page/contact-us>)

Manager, Corporate Sponsorship : Erik Hapke

Manager, Corporate Sponsorship: Dave Reynar

Manager, Communications: Paul Owen

Manager, Digital Media & Game Operations: Devin Lacombe

Events Coordinator: Kyle Ferguson

Facilities Coordinator: Macy Beley

Billet Coordinator: Cheryl Scarlett

Education Advisor: Sharon Sereda

Team Counselor: Ernie Lazaruk

Team Liaison: Don Bourassa

Team Doctor: Dr. Ed Berdusco

Team Dentist: Dr. Bob Ridley Jr.

Team Chiropractor: Dr. Ashley Todd

Athletic Therapy Consultant: Adrienne Dorn

Statistician: Steve Bluett

Administration Office Address

11230 - 110 Street

Edmonton, AB T5G 3H7

Phone: (780) 414-GOAL

Fax: (780) 409-3701

#	Goalie	GP	W	SO	GAA	SAV%
30	Jarry, T (/roster /blo/181861)	45	19	3	2.66	0.910
1	Dea, P (/roster /blo/181863)	17	7	0	2.74	0.900
#	Player	G	A	PTS	PIM	
39	Pollock, B (/roster /blo/181815)	25	23	48	72	
25	Bauer, L (/roster /blo/181821)	19	24	43	15	
5	Sautner, A (/roster /blo/181804)	12	29	41	34	
37	Mayo, D (/roster /blo/181807)	11	30	41	57	
13	Baddock, B (/roster /blo/181810)	14	17	31	111	
15	Koep, A (/roster /blo/181813)	12	16	28	24	
22	Carroll, B (/roster /blo/181817)	6	17	23	25	
12	Benson, C (/roster /blo/181808)	9	13	22	8	
11	Bertolucci, L (/roster /blo/181814)	6	16	22	16	
21	Robertson, T (/roster /blo/181826)	9	12	21	38	
23	Kulda, E (/roster /blo/181816)	7	13	20	24	
4	Orban, B (/roster /blo/181806)	6	14	20	82	
20	Eller, M (/roster /blo/181820)	4	15	19	56	
16	Koch, D (/roster /blo/181818)	7	7	14	4	
24	Irving, A (/roster /blo/181811)	6	5	11	40	
17	Ralph, B (/roster /blo/181812)	4	6	10	38	
8	Donald, M (/roster /blo/182589)	2	8	10	61	
9	Brown, B (/roster /blo/181823)	3	3	6	2	
10	Gruninger, T (/roster /blo/182691)	2	1	3	4	
14	Magnes, G (/roster /blo/181824)	1	2	3	15	
29	Kohlhauser, J (/roster /blo/181832)	0	2	2	12	
6	Patterson, C (/roster /blo/181825)	0	0	0	2	

Everett Silvertips Front Office


FRONT OFFICE

2000 Hewitt Avenue, Suite #100
Everett, WA 98201
Phone: (425) 252-5100 Fax (425) 257-0700

(Click on name for Bio and Contact Info)

- CEO / GOVERNOR Bill Yuill (<http://www.everettsilvertips.com/yuill>)
- PRESIDENT / GOVERNOR Gary Gellnas (<http://www.everettsilvertips.com/gellnas>)
- GENERAL MANAGER Garry Davidson
(<http://www.everettsilvertips.com/davidson>)
- EXECUTIVE VICE-PRESIDENT / ASSISTANT GENERAL MANAGER Zoran Rajcic (<http://www.everettsilvertips.com/rajcic>)
- ADMINISTRATIVE ASSISTANT Jalmi Traub (<http://www.everettsilvertips.com/traub>)
- DIRECTOR OF CORPORATE SALES & MARKETING Mike MacCulloch
(<http://www.everettsilvertips.com/macculloch>)
- DIRECTOR OF BROADCASTING / PUBLIC RELATIONS Travis Huntington
(<http://www.everettsilvertips.com/Huntington>)
- MANAGER, GAME OPERATIONS & SPECIAL EVENTS Dan Todoroff (<http://www.everettsilvertips.com/todoroff>)
- DIRECTOR OF TICKET SALES Kevin Danford
(<http://www.everettsilvertips.com/danford>)
- SENIOR ACCOUNT EXECUTIVE / GAME DAY DIRECTOR Joel Anderson (<http://www.everettsilvertips.com/anderson>)
- ACCOUNT EXECUTIVE Tia Dutton (<http://www.everettsilvertips.com/dutton>)
- RETAIL DIRECTOR / HOST FAMILY COORDINATOR Lisa Rody (<http://www.everettsilvertips.com/rody>)
- TEAM PHOTOGRAPHER Chris Mast (<http://www.everettsilvertips.com/chris-mast>)

Gametime

 vs Seattle
Sat Feb 14, 7:05
Boxscore (<http://www.whl.ca/schedule/show/game/34047>)
OT Loss 2 - 3




vs Tri-City
Fri Feb 20, 7:35

Tickets (http://xfinityarenaeverett.com/Events/EverettSilvertips.ashx?p=1155&116_evntdt=1442&116_evnt=1028)

Watch (<http://whl.neulion.com/whl/>)

Listen (<http://www.sportsjuice.com/broadcaster2.aspx?bld=Mjk%3d-g3N492QuE7A%3d>)

 at Seattle
Sat Feb 21, 6:05

 vs Lethbridge
Sun Feb 22, 4:05

Tickets (http://xfinityarenaeverett.com/Events/EverettSilvertips.ashx?p=1155&116_evntdt=1443&116_evnt=1029)

 at Spokane
Wed Feb 25, 7:05

[Full schedule \(/schedule\)](#)



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Front Office Staff

- Alt. Gov. / Vice President / General Manager: Craig Bonner
- Director of Player Personnel: Matt Recchi
- Head Scout: Ken Fox
- Head Coach: Don Hay
- Assistant Coach: Mike Needham
- Assistant Coach: Terry Bangen
- Assistant Coach: Chris Murray
- Goaltending Coach: Dan De Palma
- Mental Performance Coach: Peter Soberiak
- Athletic Trainer / Equipment Manager: Colin Robinson
- Assistant Trainers: Jan Antons, Dev Mitra, Carter Recchi
- Strength & Conditioning Coach: Greg Kozoris
- Executive Director of Business Operations: Angie Mercuri
- Director of Sales & Marketing: Dave Chyzowski
- Director of Hockey / Media Administration: Tim O'Donovan
- Ticketing & Promotions Coordinator: Missy Cederholm

TEAM SCHEDULE

	at Kelowna Wed Feb 18, 7:05	BlazeScore Loss 4 - 11	Tickets
	vs Moose Jaw Fri Feb 20, 7:00		Tickets
	at Vancouver Sat Feb 21, 7:00		Tickets
	vs Victoria Fri Feb 23, 7:00		Tickets
	vs Vancouver Sat Feb 28, 7:00		Tickets
	vs Calgary Tue Mar 3, 7:00		Tickets



Director of Hockey / Media Administration:
Ticketing & Promotions Coordinator:
Office Assistant / Game Day:
Billet Coordinator:
Box Office Administrator:
Education Consultant:

Tim O'Donovan
 Missy Cederholm
 Ashley Neulis
 Kerry Rubel
 Karen Hibbert
 Vic Bifano

Team Chaplain:
Team Photographers:
Nutrition:

Zacharie Jean
 Tricia Mercuri & Kelvin Harrison
 Katie Schleppe

Owners:

Tom Gaglardi, President and Governor
 Shane Dean
 Jerome Ighita
 Mark Recchi
 Darryl Sydor

MATT NEEDHAM



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Tweets

Jon Keen @JonKeenNLSports 10h
 11-4 is the way it ends...Rockets get four more in the third. Shirley and Needham both get their 20th goals of the season in 3rd period.
 Retweeted by Kamloops Blazers
 Expand

Jon Keen @JonKeenNLSports 11h
 Rockets lead 7-2 after two periods. Colin Shirley with his 19th, the lone Blazer goal in the frame. Shots 19-14 Kelowna.
 Retweeted by Kamloops Blazers
 Expand

Jon Keen 12h



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Staff




Gavin Hamilton	VP Business Development
Anne-Marie Hamilton	Director of Marketing
Carrie Pansegrau	Executive Assistant
Kim Sylvester	Office/Store Manager
Theresa Molley	Accounting Department
Kevin Parnell	Media Relations
Andrew Deans	Ticket Sales Executive
Dr. Mike Bobyn	Club Physician
Dr. Mike Shepherd	Club Physician
Dr. Mike Muzzin	Club Chiropractor
Art Fraser	Club Physiotherapist
Dr. Boyd R. Cumming	Club Dentist
Dr. Mark Provencher	Club Dentist
Dr. Sokhi Sandhu	Club Dentist
Dr. Keelan Tymkiw	Club Dentist
Peter Soberlak	Club Sports Psychology Consultant

TEAM SCHEDULE

	at Victoria Fri Feb 20, 7:30	Tickets
	at Victoria Sat Feb 21, 7:05	Tickets
	vs Victoria Wed Feb 25, 7:05	Tickets
	at Vancouver Fri Feb 27, 7:30	Tickets
	vs Calgary Sat Feb 28, 7:05	Tickets

[Full Schedule](#)

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- Club Dentist
- Club Sports Psychology Consultant
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- Team Chaplain
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- Equipment manager
- Assistant Equipment Manager
- Public Address Announcer
- Music Coordinator
- Video Replay
- Team Photographer
- Team Photographer
- Office Assistant
- Store Assistant
- Game Host
- Promotions Team Supervisor
- Rockets Promotions
- Rockets Promotions
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 Kelownacapnews.com/sports/rockets... via @BlackPressMedia
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(http://www.kootenayice.net/page/staff) league (http://chl.ca)



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[STORE \(HTTP://WWW.KOOTENAYCOLLECTIBLES.COM/\)](http://www.kootenaycollectibles.com/)

Staff


President / General Manager – Jeff Chynoweth


Jeff Chynoweth has been part of the Kootenay ICE organization since its inception in October 1995. Jeff is entering his 29th season in the Western Hockey League and 14th year as General Manager. He was named the 2004-2005 WHL Executive of the Year and has worked in various positions throughout his tenure in the League. Jeff and his wife Michele are the parents of two children – Courtney (21) and Ryan (19).




- 1986 – 1987 – Spokane Chiefs
- 1987 – 1988 – Medicine Hat Tigers
- 1988 – 1989 – Brandon Wheat Kings
- 1989 – 1991 – Lethbridge Hurricanes
- 1991 – 1995 – Red Deer Rebels
- 1995 – Present – Kootenay ICE

Team Schedule


 **at Lethbridge**
 Tue Feb 17, 7:05
 Boxscore (<http://www.whl.ca/schedule/show/game/34059>)
 Win 5 - 2

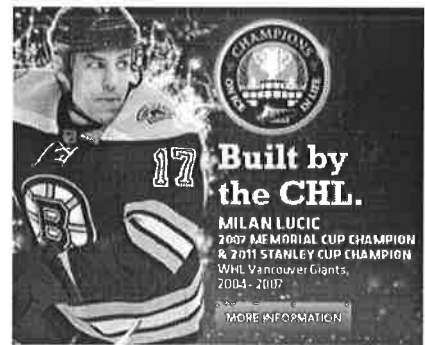
vs Edmonton
 Fri Feb 20, 7:00


 **at Spokane**
 Sat Feb 21, 8:05

 **at Swift Current**
 Tue Feb 24, 6:00

 **at Regina**
 Wed Feb 25, 6:00

 **at Brandon**
 Fri Feb 27, 6:30




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 **Kootenay ICE** @WHLKootenayICE 1h

Tune in to 8104 and the Drive just after 8:30 today, Sam Reinhart and Jaedon Descheneau will be on to chat about @Western_FG Pink the Rink!
 Expand

 **Kootenay ICE** @WHLKootenayICE 17h

Last night's Insurance Goal of the Game scored by #2, Troy Murray. Check out our list of #InsuranceGoal scorers here: kootenayice.net/insurance

Photo Gallery

Head Coach - Ryan McGill

In his second stint with the ICE, Ryan McGill begins his third season as bench boss. Last season McGill led Kootenay to their 16th consecutive playoff berth and first round win over the Calgary Hitmen despite dealing with numerous injuries and sickness to key players in the last two months of the regular season. Ryan is the all-time leader in coaching victories with the ICE (248-196-50 career regular season record), including back-to-back 100 point seasons (1999-2000 and 2000-2001), six playoff appearances, two Conference titles, two WHL Championships (2000 and 2002), one Memorial Cup Championship (2002) and one WHL Coach of the Year Award (2012-2013). McGill left Kootenay following the 2002 Memorial Cup and spent seven years in the American Hockey League as Head Coach of the Hartford Wolf Pack (2002-2005) and Omaha Ak-Sar-Ben Knights / Quad City Flames (2005-2009). He was promoted to Assistant Coach with the Calgary Flames in June 2009 and spent two years with the NHL Club. Ryan McGill is a native of Sherwood Park, Alberta. Ryan and his wife Karen are parents of two girls - Kate (15) and Kyla (11).



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Assistant Coach - Jay Henderson



Athletic Therapist - Cory Cameron



Goaltending Coach - Mike Bergren



Director of Scouting - Garnet Kazuik



Scouting Consultant - Carter Sears



Director of Sales & Public Relations - Chris Wahl

Scouts - Peter Dubbeldam (BC), Scott Perry (BC), Dallas Thompson (BC), Gregg Schaalje (AB), Wayne Dougherty (AB), Ward Edwards (SK), Scott Frizzell (SK), Tim Stoll (SK / MB), Tim Schick (MB).

Club Physician - Dr. Alex Chan, Dr. Ross Dawson, Dr. Keith Lowden

Club Dentist - Dr. Chris Callen, Dr Scott Harris

Game Night Coordinator - Sherri Nelson

Off Ice Official Coordinator - John MacDonald

Public Address Announcer - Steve Russell

Music Operator - Harry Grombach

Video Operator - Brennan Weaver

Team Photographer - Chris Pullen

Mental Skills Consultant - Steve Kamps

Club Physiotherapist - Cranbrook Physio Clinic

Off Ice Official Volunteers - Steve Chisholm, Gord Jowsey, Sandie Leslie, Jon McWhirter, Mary Hennig, Les Headrick, John Wiebe, Kjol Bjordahl, Wilf Dilling, Wayne Doll, Chris Erickson

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Staff

Lethbridge Hurricanes - ENMAX Centre
 2, 2510 Scenic Drive South
 Lethbridge, Alberta, T1K 7V7
 Phone: 403-328-1986 Fax: 403-329-1622

Administration

Governor: Herman Elfring
President: Doug Paisley
General Manager/Head Coach: Peter Anholt
Head Scout: Blake Robson
Director of Player Personnel: Todd Hassen
Assistant Coach: Mike Craig
Assistant Coach: Bryan Maxwell
Goaltending Coach: Jeff Battah
Team Education Advisor: Jim Stewart
Business Manager: Terry Huisman
Finance: Kimberly Phillips
 (mailto:finance@lethbridgehurricanes.com)
Communications and PR Manager: Esther Madzlya
 (mailto:esther@lethbridgehurricanes.com)
Sales Director: Neil Fraser
 (mailto:neilfraser@lethbridgehurricanes.com)
Marketing and Game Day Assistant: Kathy Hong
 (mailto:kathy@lethbridgehurricanes.com)
Administrative Assistant and Merchandise Manager: Trudi Struth
 (mailto:admin@lethbridgehurricanes.com)
Marketing and Ticket Representative: Tamara Nelson
 (mailto:tnelson@lethbridgehurricanes.com)
 Dylan Thornborough
 (mailto:dylan@lethbridgehurricanes.com)
Ticket Account Manager
Sales and Marketing Manager (ENMAX): Lana Barlow

Medical and Training Staff

Athletic Therapist: Carolyn Glover
Equipment Manager: Michael Roy
Strength and Conditioning: Steve Szilagyi
Performance Consultant: Kyle McDonald
Club Physicians: Dr. Mike Galbraith, Dr. Stephen Kwan
Club Dentist: Dr. Wes Fournier
Club Chiropractor: Dr. Richard Gray
Massage Therapist: John Power
Optometrist: Dr. Gerald Mezei

Scouting Staff

Dan Blazevic	Ben Cooper	Gary Hanson	Greg Heakes
Brock Jackson	Gerry Klinkhammer	Seth Lollar	Tim Lollar
Rick Montgomery	Darcy Ramsay	Stewart Robertson	Jason Rycroft
Darin Sceviour			

GAMETIME



vs **Saskatoon**
 Sat Feb 14, 7:07

Boxscore (<http://www.whl.ca/schedule/show/game/34043>)
 Win 5 - 3



vs **Kootenay**
 Tue Feb 17, 7:05

Boxscore (<http://www.whl.ca/schedule/show/game/34059>)
 Loss 2 - 5



at **Seattle**
 Fri Feb 20, 8:35

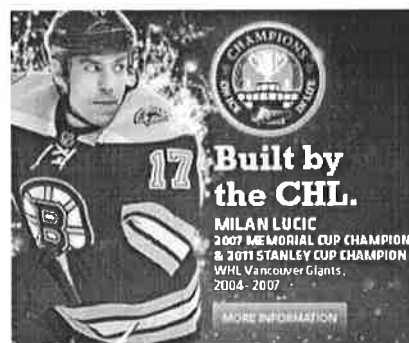
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at **Portland**
 Sat Feb 21, 8:00



at **Everett**
 Sun Feb 22, 5:05



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Glen Wright			

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ENMAX Centre Ticket Centre	(403) 329-SEAT (7328)

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Head Coach & General Manager
SHAUN CLOUSTON



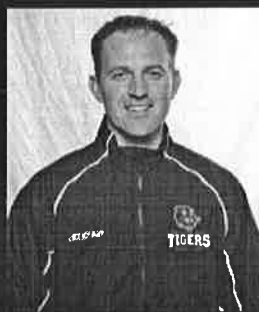
Assistant Coach
JOE FRAZER



Assistant Coach
JERRI SAUER



Senior Director, Player Development
DARREN KRUGER



Trainer & Athletic Therapist
MIKKI LANUK

Video Coordinator
SCOTT GOLDAUE

Goaltending Consultant
J.F. MARTEL

Player Development
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Assistant Trainer
KEN STICKEL

SCOUTING

Scouting Consultant
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DAVE ANOJELIC

Office & Ticket Manager
BETH LANUK

Marketing & Sales
KIEL OWEN

Creative Services/Digital Media
TIM MACHAN

Administration/Customer Service
VAL WELLING

Communications
RYAN PLYSIUK

Education Advisor
JIM WILSON

Billet Coordinator
CAROLE WOOLFREY-HARRIS


Team Chaplain
MARK ASHAM


TEAM SCHEDULE

 at Edmonton
Sun Feb 22, 1:00

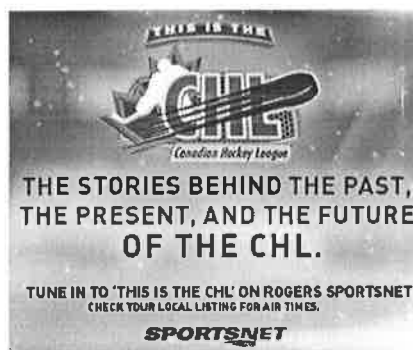
 at Brandon
Wed Feb 25, 6:00

 at Regina
Fri Feb 27, 6:00

 at Swift Current
Sat Feb 28, 6:00

 vs Red Deer
Tue Mar 3, 7:00

Full Schedule (/schedule)



TEAM STATISTICS

#	Player	G	A	PTS	PIM
36	Cox, T (/roster/bio/182174)	23	71	94	45
26	Sanford, C (/roster/bio/182178)	46	40	86	63
29	Hunt, D (/roster/bio/182260)	28	46	74	46
21	Butcher, C (/roster/bio/182180)	17	26	43	28

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James Gallo	Manager, Communications and Hockey Administration
Pete Iatridis	Manager, Sales and Marketing
Rachel Sproule	Manager, Special Events and Hockey Programs
Leah Proulx	Office Administrator
Marianne Simon	Administrative Assistant

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Mark O'Leary	Assistant Coach
Jamie Hodson	Goaltender Coach
Brooke Koslofski	Athletic Therapist
Erwin Doerksen	Training Assistant
Cory Pointer	Game Day Assistant

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Doug Gasper	Assistant Head Scout
Bob Bartlett	Sr. Scout/Manager USA Scouting & Player Development
Dale Britton	Central Alberta
Don Stanton	Alberta
Jim Hardington	British Columbia
Mark Penny	Saskatchewan
Ryan Barr	Minnesota
Trevor Jobe	Alaska
Jim Kambeitz	Colorado
Paul Willet	California

GAMETIME



at Kamloops
Fri Feb 20, 9:00

Watch (<http://whl.neulion.com/whl/>)

Listen (http://www.dlscovermoosejaw.com/Index.php?option=com_content&view=category&layout=blog&id=38&Itemid=1003)



at Prince George
Sat Feb 21, 9:00



vs Saskatoon
Fri Feb 27, 7:00

Tickets (<http://tickets.mosaicplace.ca/>)

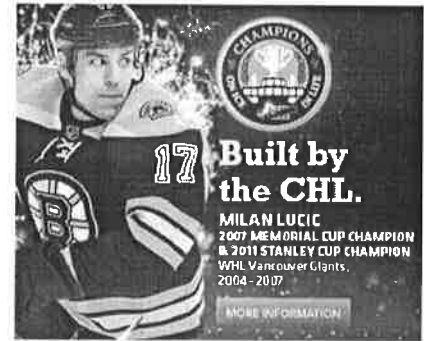


vs Regina
Sat Feb 28, 7:00

Tickets (<http://tickets.mosaicplace.ca/>)



at Regina
Sun Mar 1, 6:00



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Rich Franklin
*VP, Sponsorship Sales
& Service*



Dean "Scooter" Vrooman
*Director, Sponsorship Sales
& Service*



Graham Kendrick
*Director, Media & Public
Relations*



Vicky Talmadge
Director, Finance



Jeremy Imig
*Broadcast Production
Manager*



Todd Vrooman
*Broadcast Communication
Manager*



Kevin Williams
*Game Operations &
Sponsorship Manager*



Rachael Whitaker
Marketing Coordinator



Lesley Dawson
*Community & Events
Coordinator*

WINTERHAWKS



vs Vancouver
Fri Feb 20, 7:00

Tickets (<http://www.ticketmaster.com/event/0F004D88B1F22B09>)

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vs Lethbridge
Sat Feb 21, 7:00

Tickets (<http://www.ticketmaster.com/event/0F004D71D9862A4D>)

at Tri-City
Tue Feb 24, 7:05

vs Calgary
Wed Feb 25, 7:00

Tickets (<http://www.ticketmaster.com/event/0F004D71D9772A41>)

at Seattle
Sat Feb 28, 7:05

[Full Schedule \(/schedule\)](#)



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Board of Directors

BOARD OF DIRECTORS



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Director

Colin Fraser
Director

Cory Crawford
Director

SCHEDULE

(<http://www.wahlprairiemobile.com>)

Sun Feb 15, 4:03

Boxscore (<http://www.wahl.ca/schedule/show/game/34051>)
Loss 2 - 5



vs Red Deer
Tue Feb 17, 7:01

Boxscore (<http://www.wahl.ca/schedule/show/game/34060>)
OT Loss 1 - 2



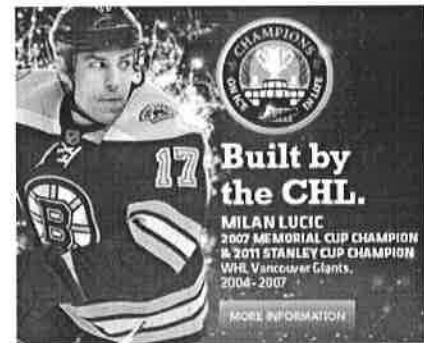
vs Brandon
Fri Feb 20, 7:00



at Swift Current
Sat Feb 21, 7:00



at Red Deer
Fri Feb 27, 8:00





- TICKETS ([HTTP://WWW.TICKETMASTER.CA/PRINCE-GEORGE-COUGARS-TICKETS/ARTIST/833514](http://www.ticketmaster.ca/prince-george-cougars-tickets/artist/833514))
- SCHEDULE (</SCHEDULE/LIST>)
- TEAM ([HTTP://WWW.PGCOUGARS.COM/ROSTER/INDEX/TEAM/210/SEASON/LAST](http://www.pgcougars.com/roster/index/team/210/season/last))
- NEWS (</NEWS>)
- TRADITION (</PAGE/HISTORY>)
- COMMUNITY (</PAGE/COMMUNITY-PARTNERS>)
- FAN ZONE (</PAGE/FAN-ZONE>)
- CORPORATE (</PAGE/CORPORATE>)
- MULTIMEDIA (</VIDEOS>)

Ownership



Greg Pocock - President/Governor



John Pateman - Alternate Governor.



Eric Brewer - Owner



Dan Hamhuis - Owner



Raymond Fortier - Owner

Ernest Ouellet - Owner

GAMETIME

vs Moose Jaw
Sat Feb 21, 7:00

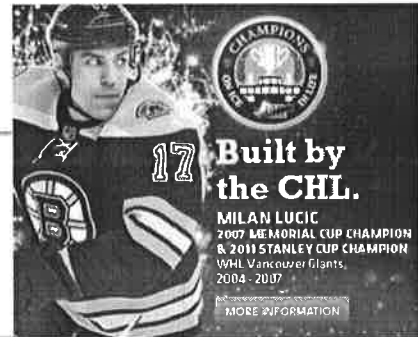


at Seattle
Fri Feb 27, 7:35

at Everett
Sat Feb 28, 7:05

vs Calgary
Wed Mar 4, 7:00

vs Victoria
Fri Mar 6, 7:00



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POLL

Who do you feel has been the 'Unsung

Hero' of the 2014-15 Prince George Cougars?

- Sam Ruopp
- Shane Collins
- Josh Anderson
- Jari Erricson
- Haydn Hopkins
- Cal Babych
- Colby McAuley
- Tate Olson
- Kirk Bear
- Tyler Mrkonjic
- Aaron Macklin
- Other

Results

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(HTTP://CHL.CA)

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Staff



BRENT SUTTER OWNER/GM/HEAD COACH



MERRICK SUTTER SENIOR VP




JEFF TRUITT ASSOCIATE COACH



STEVE O'ROURKE ASSISTANT COACH

SCHEDULE

 at Saskatoon
Wed Feb 18, 6:05
Boxscore (<http://www.whl.ca/schedule/show/game/34064>)
Win 4 - 3

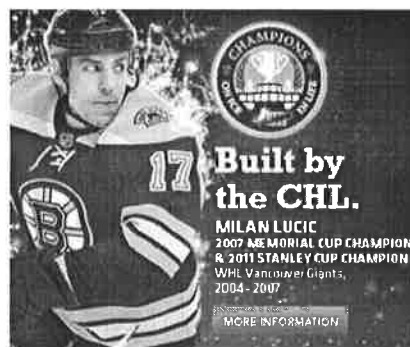
 at Swlft Current
Fri Feb 20, 6:00

 at Regina
Sat Feb 21, 6:00

 at Edmonton
Wed Feb 25, 7:00

 vs Prince Albert
Fri Feb 27, 7:00

Tickets (<http://www.ticketmaster.ca/event/11004CF2F0A8E545>)



TEAM STATISTICS

#	Player	G	A	PTS	PIM
23	Gay, C (/roster /bio/182264)	22	33	55	10
15	Sheen, R (/roster /bio/182308)	17	36	53	51
9	Bleackley, C (/roster /bio/181658)	27	22	49	47



DAVE "RADAR" HORNING TRAINER



JORDAN AUBE ATHLETIC THERAPIST



TAYLER DAKERS GOALTENDING CONSULTANT



DEREK ROBINSON MENTAL DEVELOPMENT COACH



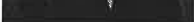
MIKEL MCIVER DRESSING ROOM ATTENDANT



RANDY PETERSON DIRECTOR, SCOUTING & PLAYER DEV.



SHAUN SUTTER ASSISTANT GENERAL MANAGER/
DIRECTOR OF PLAYER PERSONNEL



DEAN WILLIAMS VICE PRESIDENT, MARKETING & SALES

#	Player	G	A	PTS	PIM	
21	Johnson, W (/roster /bio/181662)	22	23	45	40	
12	Kopeck, P (/roster /bio/181660)	17	23	40	25	
27	Cote, B (/roster /bio/181655)	7	33	40	30	
19	Maxwell, B (/roster /bio/181656)	17	22	39	35	
25	Musil, A (/roster /bio/181666)	11	20	31	55	
22	Feser, S (/roster /bio/181659)	11	20	31	56	
16	Pawlenchuk, G (/roster /bio/181667)	9	15	24	15	
10	Polei, E (/roster /bio/181668)	16	5	21	67	
4	Fleury, H (/roster /bio/181657)	3	15	18	49	
18	Nell, M (/roster /bio/181665)	7	8	15	22	
6	Nogier, N (/roster /bio/182781)	2	13	15	61	
8	Doetzel, K (/roster /bio/181653)	1	14	15	49	
#	Goalie	GP	W	SO	GAA	SAV%
31	Toth, R (/roster /bio/181730)	45	23	1	2.90	0.900
30	Burman, T (/roster /bio/181729)	17	6	0	3.26	0.882
35	Martin, T (/roster /bio/182740)	20	4	0	4.10	0.888



(<http://cfdv.streamon.fm/>)



(<http://www.reddeerrebels.com/page/kfc-minor-hockey>)



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NELSON LACOURSE DIRECTOR, FINANCE



CAM MOON DIRECTOR, MEDIA RELATIONS
& BROADCASTS



ROCHELLE RAMSAY ADMINISTRATIVE EXECUTIVE



CONNIE SUTTER MERCHANDISE MANAGER

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Team Directory

- Hockey Operations
- Front Office
- Gameday Staff
- Medical and Support Staff

- Governor
- President
- Senior Vice-President
- Director of Game Night Operations
- Director of Media and Communications
- Director of Ticket Sales
- Director of Corporate Affairs
- Director of Merchandise
- Accounting Manager
- Manager of Customer Service
- Anthony Marquart
- Todd Lumbard
- Chad Lang
- Joel Pickering
- Daniel Fink
- Kellin Ensley
- Gord Pritchard
- Karen Magnus
- Jan Hockley
- Kendra Schulz

SCHEDULE

vs Swift Current
Fri Feb 13, 7:08 PM
Boxscore **Loss 0 - 5**

vs Brandon
Mon Feb 16, 2:04 PM
Boxscore **Loss 3 - 5**

vs Saskatoon
Fri Feb 20, 7:00 PM
Tickets

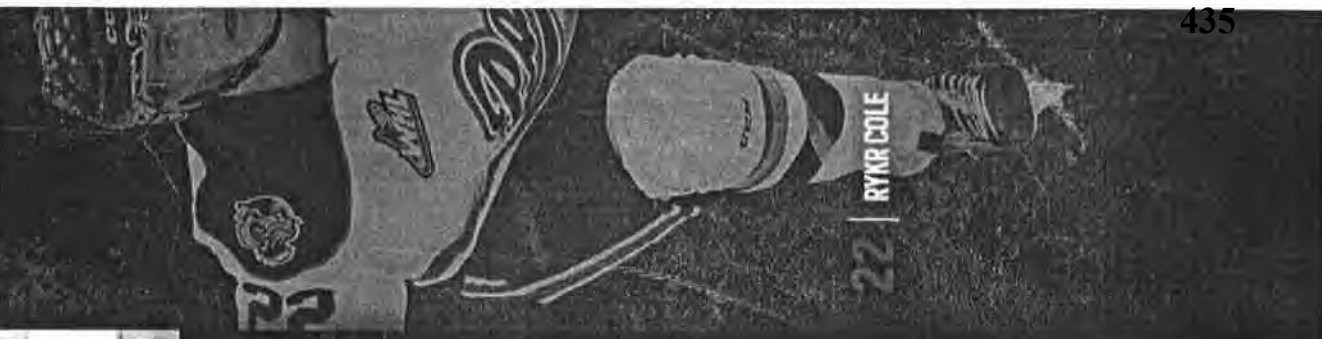
vs Red Deer
Sat Feb 21, 7:00 PM
Tickets

at Saskatoon
Mon Feb 23, 11:30 AM
Full Schedule

HOMETEAM REMIX CONTEST

LIVE WHL ACTION

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COLBY WILLIAMS | 5

RYAN COLE | 22

Saskatoon Blades Team Staff

MANAGEMENT



MIKE PRIESTNER

OWNER/GOVERNOR

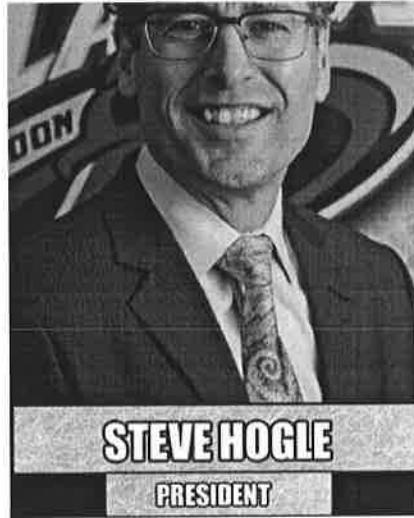


COLIN PRIESTNER

MANAGING PARTNER

(mailto:colin@saskatoonblades.com)





(mailto:steve@saskatoonblades.com)

HOCKEY OPERATIONS

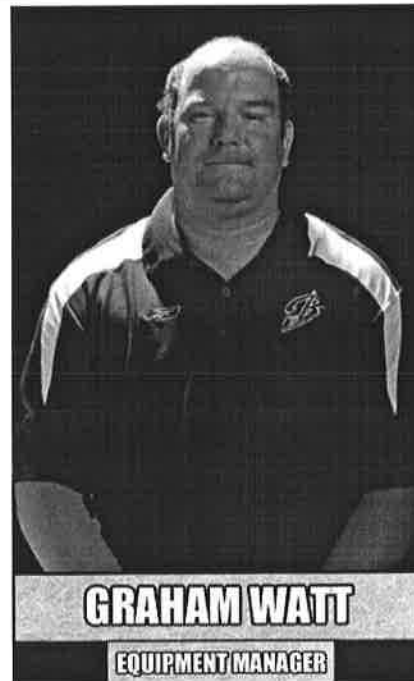
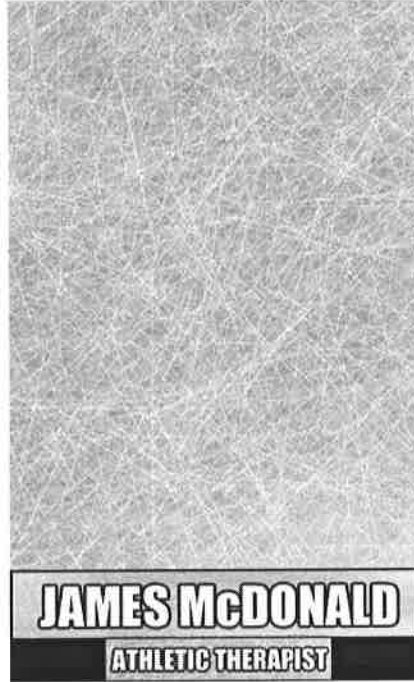


(mailto:bob@saskatoonblades.com)



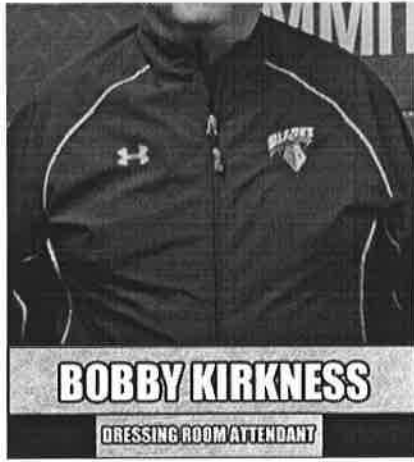


(mailto:hilty@saskatoonblades.com)



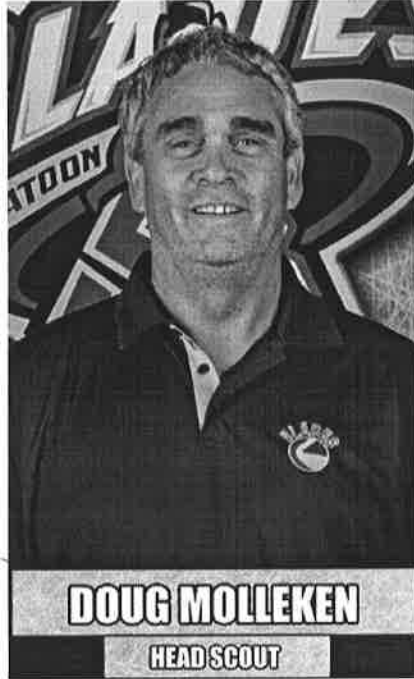
(mailto:spike@saskatoonblades.com)





BOBBY KIRKNESS

DRESSING ROOM ATTENDANT



DOUG MOLLEKEN

HEAD SCOUT

(mailto:doug@saskatoonblades.com)

SCOUTING STAFF

FRANK DRYKA - SK

DAN TENCER - AB

JOHN KULYNYCH - AB

SCOTT UNGER - MB

JASON SMART - BC



(http://tickets.seattlethunderbirds.com/ordertickets.asp?p=5371&

backurl=%2Fdefault.asp%3FsearchMonth%3D%26monthsubmit%3D%26searchText%3D%26Go.x%3D%26Go.y%3D%26pg%3D1%23abc)



(http://www.seattlethunderbirds.com/article/team-furness-vs-team-

top-shelf-at-hockey-challenge-2015)

Owners

Seattle Thunderbirds Owners

Colin Campbell

Vice President / Assistant General Manager

Colin has been with the Thunderbirds for the past 15 years. He joined the Thunderbirds as the Assistant General Manager and is now part of the ownership group that purchased the team in August of 2002. In his current position Colin oversees all business aspects of the organization, including sales and marketing. Colin took the lead for the T-Birds in working with City of Kent officials and other government elected officials in the building and development of the Kent Events Center. After completing courses at the University of Alberta, Colin worked at the Northlands Coliseum in Edmonton, Alberta. He was one of five Zamboni drivers for Edmonton Oilers home games from 1982-1985. Colin was the General Manager of the Surrey Eagles Junior A hockey team before joining the Thunderbirds organization.

Kent & Barbara Chaplin

Kent - President of Chaplin's Automotive Group Barbara - Secretary/Treasurer of Chaplin's Automotive Group

Kent -President of Cheplin's Automotive Group, which includes Bellevue Volkswagen, Bellevue Subaru and North Bend Chevrolet. Kent is a founder and Director of Eastside Commercial Bank of Bellevue. He also serves on the Board of Directors for the Forgotten Children's Fund; he supports the Bellevue Police D.A.R.E Program, and is a member of the Subaru Chairman's Roundtable. Barbara -Secretary/Treasurer of Chaplin's Automotive Group. Barbara is a lifelong resident of the Seattle area and a graduate of the University of Washington. She serves on the Board of Directors for the Crohn's and Colitis Foundation of America-NW Chapter and the Advisory Board of Trustees for Pacific Northwest Ballet, and along with Kent, supports numerous other arts and theater organizations in the Greater Seattle area. Kent and his wife Barbara have raised three sons, one of whom played minor hockey for Seattle Junior Hockey Association. Passionate about the game of hockey, they want to see it continue to grow and prosper in the Seattle area.

Jim & Davis Clapp

Local Entrepreneurs

Jim and Davis Clapp are brothers who own numerous companies in Seattle ranging from Discreet Public Relations to Full Scale Productions.

Russ Farwell

Owner / Governor / General Manager

Russ Farwell is in his second tour of duty with the Thunderbirds as General Manager. Farwell guided the Thunderbirds in both the 1988-89 and 1989-90 seasons. He led the Birds to a franchise record 52-17-3 mark in the 1989-90 campaign, after which he was rewarded as the WHL and CHL Executive of the Year. His Western League success, which included back to back Memorial Cup Championships in Medicine Hat in 1987 and 1988, led to his being signed by the NHL's Philadelphia Flyers to serve as their General Manager on June 6, 1990. Farwell rejoined the Thunderbirds in 1995. He is entering

his 11th consecutive season, 13th overall, as the Thunderbirds General Manager. His teams' on-ice exploits earned the club 30 sellouts during the 1989-90 season and paved the way for Thunderbird games to be played in the Seattle Center Coliseum. The Coliseum seated three times as many fans as the Thunderbirds previous home, the 4,139 seat Seattle Center Arena. Seattle hosted a standing room only crowd of 12,553 against the Spokane Chiefs on February 9, 1990, then a WHL single game attendance record. Farwell completed the complicated acquisition of Czechoslovakian import Petr Nedved, who went on to become the #2 overall pick in the 1990 NHL draft, one of eight first round picks developed by Farwell in his WHL tenure. 1997 saw his Thunderbird squad capture the Western Division Championship, the first in franchise history. In June of the same year, Patrick Marleau became his second #2 overall NHL draft pick. Farwell, a native of Calgary, now calls the Woodinville area home along with his wife Brenda and children Kristine and Steven. COACHING CAREER 1977-80 - Calgary Canucks, Alberta Junior Hockey League 1981 - Billings Bighorns, Western Hockey League 1982 - Medicine Hat Tigers, Western Hockey League GENERAL MANAGER 1982-88 - Medicine Hat Tigers, Western Hockey League 1988-90 - Seattle Thunderbirds, Western Hockey League 1990-93 - Philadelphia Flyers, National Hockey League 1995 - Present - Seattle Thunderbirds, Western Hockey League CAREER HIGHLIGHTS 1986-87 - Memorial Cup Championship, Medicine Hat Tigers, WHL 1987-88 - Memorial Cup Championship, Medicine Hat Tigers, WHL 1990 - WHL and CHL Executive of the Year 1990 - Named General Manager, Philadelphia Flyers, NHL 1995 - Named General Manager, Seattle Thunderbirds, WHL 1997 - Western Division Championship, Seattle Thunderbirds, WHL 2003 - U.S. Division Champions, Seattle Thunderbirds, WHL 2005 - U.S. Division Champions, Seattle Thunderbirds, WHL

Gregory Gicewicz

Group Program Manager, Microsoft

Greg is a group program manager at Microsoft. Hockey has been a huge part of his life since his youth in Buffalo, New York watching Gilbert Perreault star for the Buffalo Sabres. He played Jr. "A" hockey in Buffalo and then went on to play one year at Harvard where he also captained the Crimson football team and earned All-Ivy League honors. Greg is married to Dorothea Gicewicz and they have two children, Rebecca and Paul, who are budding hockey players in the Seattle Sno-King Association, where Greg also coaches. He is involved with the Thunderbirds because he loves the game of hockey and wants to be an ambassador for the sport in the Seattle area.

Craig Howland

President of Syntek

Craig is the President of Syntek, a company that specializes in sales and marketing of electronic test & measurement instrumentation. Craig played hockey as a youth in upstate New York where his family had season tickets to a minor league team in the area, the Clinton Comets. Craig is involved with the Thunderbirds as an owner because he has a love for the game and wants to see junior hockey succeed in Seattle. Craig and his wife Melanie are the proud parents of Chelsea, Shanna and Jessa.

James Prekeges

Retired Microsoft employee and part-time computer science instructor at the University of Washington

James is a lifelong hockey fan. He grew up near Philadelphia in the late 1960's and early 1970's watching his favorite team, the Broad Street Bullies, win Stanley Cups and take on the Soviet Red Army team. James is a long time supporter of the Boy Scouts of America.

Phillip & Carol Paulsen

Phillip Paulsen D.D.S. Family Dentistry

Phil is a local dentist who grew up in Bellevue, WA. He currently practices in Marysville, WA. He is a graduate of Pacific Lutheran University and University of Washington Dental School. He is a member of the American Dental Association, the Washington State Dental Association, and the Snohomish County Dental Society. Carol is the business manager for the dental practice. She grew up in Lancaster, PA and attended Millersville State University and Franklin and Marshall College. Phil and Carol have been Thunderbird fans for over 10 years. They have two children, Lisa, age 24 and Kyle

TEAM SCHEDULE



vs Lethbridge
Fri Feb 20, 7:35

Tickets (<http://tickets.seattlethunderbirds.com/ordertickets.asp?p=S371&backurl=%2FDefault.asp%3FSearchMonth%3D%26monthssubmit%3D%26SearchText%3D%26Go.x%3D%26Go.y%3D%26pg%3D1%23abc>)

Watch (<http://whl.neuilon.com/whl/>)

Listen (<http://seattle.cbslocal.com/category/sports/thunderbirds/>)



vs Everett
Sat Feb 21, 6:05

Tickets (<http://tickets.seattlethunderbirds.com/ordertickets.asp?p=5372&backurl=%2FDefault.asp%3FSearchMonth%3D%26monthssubmit%3D%26SearchText%3D%26Go.x%3D%26Go.y%3D%26pg%3D1%23abc>)



vs Calgary
Tue Feb 24, 7:05

Tickets (<http://tickets.seattlethunderbirds.com/ordertickets.asp?p=5373&backurl=%2FDefault.asp%3FSearchMonth%3D%26monthssubmit%3D%26SearchText%3D%26Go.x%3D%26Go.y%3D%26pg%3D1%23abc>)



vs Prince George
Fri Feb 27, 7:35

Tickets (<http://tickets.seattlethunderbirds.com/ordertickets.asp?p=5374&backurl=%2FDefault.asp%3FSearchMonth%3D%26monthssubmit%3D%26SearchText%3D%26Go.x%3D%26Go.y%3D%26pg%3D1%23abc>)



vs Portland
Sat Feb 28, 7:05

Tickets (<http://tickets.seattlethunderbirds.com/ordertickets.asp?p=5375&backurl=%2FDefault.asp%3FSearchMonth%3D%26monthssubmit%3D%26SearchText%3D%26Go.x%3D%26Go.y%3D%26pg%3D1%23abc>)

age 21. After attending their first Thunderbirds game, hockey became a fun family outing. The Paulsen's want to promote hockey as a way for families to enjoy time with each other while watching young men working to attain their dream of playing in the NHL.

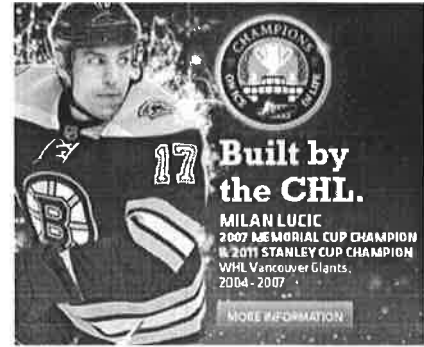
Pet Smith Real Estate Agent/Investor

Pat Smith is a real estate agent and a former Seattle Breaker player from 1980 to 1983. Pat was also an Assistant Coach with the Thunderbirds from 1988 to 1991.

Dean Street

President and CEO of Dean Street and Associates Inc., Investors Edge Inc. and Dean Street Seminars Inc.

Dean, who is heavily involved in Seattle real estate, has come up with a program, through John L. Scott Realtors, which gives new homebuyers in Seattle the opportunity to buy Thunderbirds tickets at a discounted rate.



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Hockey Challenge 2015
Saturday vs. Everett

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SCHEDULE



at Swift Current

Sat Feb 14, 5:10

Boxscore (<http://www.whl.ca/schedule/show/game/34046>)
Loss 2 - 5



vs Calgary

Fri Feb 20, 7:05

Tickets (<http://ticketswest.com/events/spokane-chiefs/13468/>)

Watch (<http://whl.neullon.com/whl/>)



vs Kootenay

Sat Feb 21, 7:05

Tickets (<http://ticketswest.com/events/spokane-chiefs/13468/>)



vs Everett

Wed Feb 25, 7:05

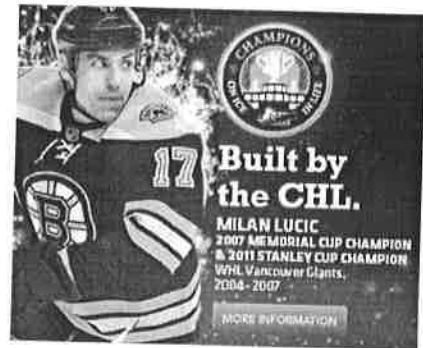
Tickets (<http://ticketswest.com/events/spokane-chiefs/13468/>)



at Tri-City

Fri Feb 27, 7:05

[Full Schedule \(/schedule\)](#)



POLL

Who will win the U.S. Division?

- Everett Silvertips
- Portland Winterhawks
- Seattle Thunderbirds
- Spokane Chiefs
- Tri-City Americans

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TELEVISION SCHEDULE

(HTTP://WWW.KALDRIEPOST.COM/)

Boxscore (<http://www.whl.ca/schedule/show/game/34056>)
Loss 3 - 6



vs Red Deer
Fri Feb 20, 7:00

Tickets (<https://tickets.scbroncos.com/ordertickets.asp?p=278&backuri=%2FDefault%2Easp%3FSearchMonth%3D%26monthssubmit%3D%26SearchText%3D%26Go%2Ex%3D%26Go%2Ey%3D%26pg%3D1%23abc>)



vs Prince Albert
Sat Feb 21, 7:00

Tickets (<https://tickets.scbroncos.com/ordertickets.asp?p=279&backuri=%2FDefault%2Easp%3FSearchMonth%3D%26monthssubmit%3D%26SearchText%3D%26Go%2Ex%3D%26Go%2Ey%3D%26pg%3D1%23abc>)



vs Kootenay
Tue Feb 24, 7:00

Tickets (<https://tickets.scbroncos.com/ordertickets.asp?p=280&backuri=%2FDefault%2Easp%3FSearchMonth%3D%26monthssubmit%3D%26SearchText%3D%26Go%2Ex%3D%26Go%2Ey%3D%26pg%3D1%23abc>)

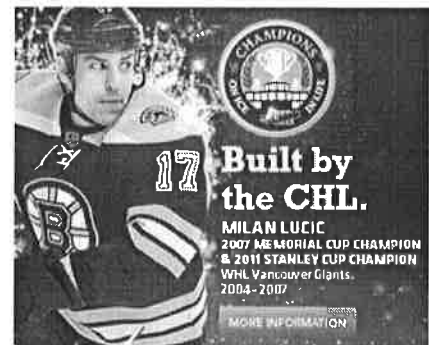


at Saskatoon
Wed Feb 25, 7:05



vs Medicine Hat
Sat Feb 28, 7:00

Tickets (<https://tickets.scbroncos.com/ordertickets.asp?p=281&backuri=%2FDefault%2Easp%3FSearchMonth%3D%26monthssubmit%3D%26SearchText%3D%26Go%2Ex%3D%26Go%2Ey%3D%26pg%3D1%23abc>)



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SEASON PRESENTED BY:  UMPQUA BANK

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Kennewick, WA 99336

By Phone: (509) 736-0606 - Office
(509) 783-4591 - Fax

By E-mail: Info@amshockey.com
(<mailto:Info@amshockey.com>)

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Stu Barnes Ownership Partner

Bob Tory Governor / General Manager / Ownership Partner

Dennis Loman Alternate Governor / Ownership Partner

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Dennis Loman Alternate Governor

Terry Bangen Senior Advisor of Hockey Operations

Barclay Parneta Prospect Development Coach / Head Scout

Mike Williamson Head Coach

Brian Pellerin Associate Coach

Lyle Mast Goaltending Coach

Zachary Fournier Athletic Therapist

Innes Mackle Athletic Trainer / Equipment Manager

STAFF DIRECTORY

SCHEDULE

at Everett
Fri Feb 20, 7:35



vs Calgary
Sat Feb 21, 7:05

Tickets (<http://www.ticketmaster.com/tricity-americans-vs-calgary-hltmen-kennewick-washington-02-21-2015/event/0F004D0CB99119017?artistid=833511&majorcatid=10004&minorcatid=9>)

vs Portland
Tue Feb 24, 7:05

Tickets (http://www.ticketmaster.com/tricity-americans-vs-portland-winterhawks-kennewick-washington-02-24-2015/event/0F004D0FA13616E1?artistid=833511&majorcatid=10004&minorcatid=9&tm_link=artist_msg-0_0F004D0FA13616E1)

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TEAM STATISTICS

#	Goalle	GP	W	SO	GAA	SAV%
1	Comrie, E (/roster /bio/182304)	33	16	1	2.91	0.912
31	Sarthou, E (/roster /bio/182305)	25	10	6	3.11	0.901
#	Player	G	A	PTS	PIM	
39	Bowles, P (/roster /bio/182285)	13	31	44	42	
16	McCue, B (/roster /bio/182286)	21	21	42	29	
9	Nickles, L (/roster /bio/182281)	21	19	40	34	

Vanessa Hettlinger

Power Skating
Consultant

Quantum Speed
(<http://www.quantumspeed.ca/home.aspx>)

Andy O'Brien

High
Performance
Consultant

Edge School
(<http://www.edgeschool.com/>)

Michael Beck

Strength &
Conditioning
Coach

Advanced Fitness Solutions
(<http://afshealth.com/index.html>)

Scott Murphy

Strength &
Conditioning
Coach

Advanced Fitness Solutions
(<http://afshealth.com/index.html>)

Paula Ward

Dressing Room Operations Assistant

Pete Hopkins

Dressing Room
Attendant

MEDICAL

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Team Physician

Leslie Canyon Family Medicine
(<http://www.signaturemd.com/megna/>)

Dr. Navjot Khurana

Team Dentist

Broadmoor Family Dentistry
(<http://www.broadmoordentistry.com/meet-the-doctors/>)

Dr. Marc Brown

Team
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Dr. Deryk Anderson

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**Advanced Orthopedic & Sports
Medicine Institute**
(<http://hermistonortho.com/about/>)

Dr. John Perry

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Trios Health
(http://www.ucomparehealthcare.com/drs/john_r_perry/)

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(<mailto:dmulhausen@amshockey.com>)

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Business
Development






Nicole Tebeck

(<mailto:natebeck@amshockey.com>)

Ticket Sales
Representative (509) 737-3772

#	Player	G	A	PTS	PM
18	Nejezchleb, R (/roster/bio/183252)	16	23	39	44
26	Williams, B (/roster/bio/182282)	14	22	36	18
37	Wotherspoon, P (/roster/bio/182287)	8	24	32	72
19	Sandhu, T (/roster/bio/185999)	13	16	29	10
36	Carlo, B (/roster/bio/182293)	3	20	23	70
23	Gutierrez, J (/roster/bio/182283)	8	13	21	65
11	Comrie, T (/roster/bio/182294)	6	10	16	8

DIVISION STANDINGS

B.C.	East	Central	U.S.			
Team	GP	W	L	OTL	SL	Pts
 Silver State	57	35	16	3	3	76
 Chicago	57	33	20	1	3	70
 Astros	57	29	21	3	4	65
 San Diego	56	27	25	3	1	58
 Americans	58	26	29	0	3	55

SOCIAL MEDIA



Tri-City Americans
Like 13,798



Tri-City Americans
13 hrs

Ever wondered what it takes to turn the ice pink for our Fred Meyer Breast Cancer Awareness Game? Take a look at this time lapse and see for yourself. Special thanks to KNDU-TV for capturing the footage.



01:10

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Tri-City Americans
19 hrs

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Kathleen Adams (mailto:kadams@amshockey.com)	Game Operations / Community (509) 737-3770 Relations Coordinator
Matt Balde (mailto:mbalde@amshockey.com)	Marketing / Communications (509) 737-3773 Coordinator
Michelle McGuire (mailto:mmcguire@amshockey.com)	Administrative / Executive (509) 737-3771 Assistant
Winger (mailto:winger@amshockey.com)	Mascot

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 BIO (http://vancouvergiants.com/bio_toigo)



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SCHEDULE



vs Moose Jaw
 Wed Feb 18, 12:05
 Boxscore (<http://www.whl.ca/schedule/show/game/34062>)
 OT Win 3 - 2

Watch (<http://whl.neulion.com/whl/schedule?day=today>)

Listen (<http://player.tsn1410.ca/>)

at Portland
 Fri Feb 20, 7:00

vs Kamloops
 Sat Feb 21, 7:00

Tickets (<http://ev8.venue.net/cgi-bin/ncommerce3/SEGetEventInfo?ticketCode=GS%3ATKTLDR%3AVG1415%3AVG30%3A&linkID=tktlr&shopperContext=&pc=&caller=&appCode=&groupCode=VG&cgc=>)

vs Kelowna
 Fri Feb 27, 7:30

Tickets (<http://ev8.venue.net/cgi-bin/ncommerce3/SEGetEventInfo?ticketCode=GS%3ATKTLDR%3AVG1415%3AVG31%3A&linkID=tktlr&shopperContext=&pc=&caller=&appCode=&groupCode=VG&cgc=>)

at Kamloops
 Sat Feb 28, 7:00

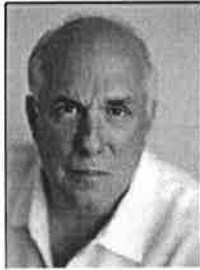
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Lewis Bubl 

Co-Owner

BIO (http://vancouvergiants.com/bio_lbuble)



Bruce Allen

Co-Owner

BIO (<http://vancouvergiants.com/bruce-allen>)

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Graham Lee
Owner/Governor



Dave Dakers
Director



Dave Marritt
Chief Financial Officer

TEAM SCHEDULE



vs Moose Jaw
Tue Feb 17, 12:06

Boxscore (<http://www.whl.ca/schedule/show/game/34057>)
Loss 3 - 4



vs Kelowna
Fri Feb 20, 7:30

TICKETS ([HTTP://EV10.EVENUE.NET/CGI-BIN/NCOMMERCE/SEGETEVENTINFO?TICKETCODE=GS%3ARGP%3AVR141S%3AVG:LINKID=RGP&SHOPPERCONTEXT=&CALLER=&APPCODE=](http://EV10.EVENUE.NET/CGI-BIN/NCOMMERCE/SEGETEVENTINFO?TICKETCODE=GS%3ARGP%3AVR141S%3AVG:LINKID=RGP&SHOPPERCONTEXT=&CALLER=&APPCODE=))

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vs Kelowna
Sat Feb 21, 7:05

TICKETS ([HTTP://EV10.EVENUE.NET/CGI-BIN/NCOMMERCE3/SEGETEVENTINFO?TICKETCODE=GS%3ARGP%3AVR141S%3AVG31%3A&LINKID=RGP&SHOPPERCONTEXT=&CALLER=&APPCODE=](http://EV10.EVENUE.NET/CGI-BIN/NCOMMERCE3/SEGETEVENTINFO?TICKETCODE=GS%3ARGP%3AVR141S%3AVG31%3A&LINKID=RGP&SHOPPERCONTEXT=&CALLER=&APPCODE=))

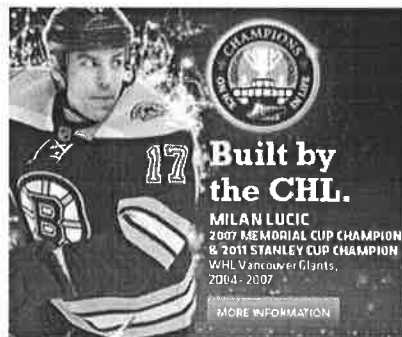


at Kelowna
Wed Feb 25, 7:05



at Kamloops
Fri Feb 27, 7:00

[Full Schedule \(/schedule\)](#)



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Bruce Hamilton back at helm of WHL board

By Kelowna Capital News

Published: **June 12, 2014 11:00 AM**

Updated: **June 12, 2014 11:1211 AM**

Kelowna Rockets' president and GM Bruce Hamilton is returning for another two-year term as chairman of the Western Hockey League's board of governors.

Hamilton, 56, is the longest serving chairman in league history as he enters his seventh term.

He was re-elected to the position this week at the WHL's AGM in Calgary.

The Rockets' GM first took over the post in 1998 and served until 2004. Hamilton returned in 2008 and has been sitting as Chairman of the Board ever since.

In addition to being the leader of the WHL's executive committee, Hamilton is a member of the Canadian Hockey League's board of directors.

Find this article at:

<http://www.kelownacapnews.com/sports/rockets/news/262912491.html>

This is Exhibit K referred to in the affidavit of Andrew J. Eckert

sworn before me, this 20th

day of February, 2015


A commissioner for taking affidavits



This is Exhibit L referred to in the affidavit of Andrew J. Eckart sworn before me, this 20th day of February, 2015
 A commissioner for taking affidavits

Rechercher une entreprise au registre

État de renseignements d'une personne morale au registre des entreprises

Renseignements en date du 2015-02-19 11:32:10

État des informations

Identification de l'entreprise

Numéro d'entreprise du Québec (NEQ)	1143759380
Nom	LIGUE DE HOCKEY JUNIOR MAJEUR DU QUÉBEC INC.
Version du nom dans une autre langue	QUÉBEC MAJOR JUNIOR HOCKEY LEAGUE INC.

Adresse du domicile

Adresse	101-1205 rue Ampère Boucherville (Québec) J4B7M6 Canada
---------	---

Adresse du domicile élu

Nom de l'entreprise	Ligue de hockey junior majeur du Québec Inc.
Nom de la personne physique	
Nom de famille	Daoust
Prénom	Pierre

Adresse	101-1205 rue Ampère Boucherville (Québec) J4B7M6 Canada
---------	---

Immatriculation

Date d'immatriculation	1995-03-16
Statut	Immatriculée
Date de mise à jour du statut	1995-03-16
Date de fin de l'existence	Aucune date de fin d'existence n'est déclarée au registre.

Forme juridique

Forme juridique	Personne morale sans but lucratif
Date de la constitution	1969-10-06 Constitution
Régime constitutif	QUÉBEC : Loi sur les compagnies, Partie 3 (RLRQ, C. C-38)
Régime courant	QUÉBEC : Loi sur les compagnies, Partie 3 (RLRQ, C. C-38)

Dates des mises à jour

Date de mise à jour de l'état de renseignements	2014-10-07
Date de la dernière déclaration de mise à jour annuelle	2014-10-07 2014
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2015	2015-12-01
Date de fin de la période de production de la déclaration de mise à jour annuelle de 2014	2014-12-01

Faillite

L'entreprise n'est pas en faillite.

Fusion et scission

Aucune fusion ou scission n'a été déclarée.

Continuation et autre transformation

Aucune continuation ou autre transformation n'a été déclarée.

Liquidation ou dissolution

Aucune intention de liquidation ou de dissolution n'a été déclarée.

Activités économiques et nombre de salariés

1^{er} secteur d'activité

Code d'activité économique (CAE)	9650
Activité	Clubs sportifs et services de loisirs
Précisions (facultatives)	LIGUE HOCKEY - PERMETTRE DÉVELOPPEMENT JOUEURS EN VUE D'ATTEINDRE RANGS PRO

2^e secteur d'activité

Aucun renseignement n'a été déclaré.

Nombre de salariés

Nombre de salariés au Québec

De 11 à 25

Administrateurs, dirigeants et fondé de pouvoir

Liste des administrateurs

Nom	BROUSSEAU, LOUIS
Date du début de la charge	2014-09-04
Date de fin de la charge	
Fonctions actuelles	Président
Adresse	565 rue Chabot Drummondville (Québec) J2C7Y4 Canada

Nom de famille	Richard
Prénom	Joe
Date du début de la charge	2014-09-04
Date de fin de la charge	
Fonctions actuelles	Vice-président
Adresse	565 RD Gondola Pt. Road Quispamsis Nouveau-Brunswick E2E1K9 Canada

Nom de famille	Morency
Prénom	Richard
Date du début de la charge	2014-09-04
Date de fin de la charge	
Fonctions actuelles	Vice-président
Adresse	226 ch. des Patriotes N Mont-Saint-Hilaire (Québec) J3H3H2 Canada

Nom de famille	Leblanc
Prénom	Camille
Date du début de la charge	2014-09-04
Date de fin de la charge	
Fonctions actuelles	Trésorier
Adresse	892 rue des Peupliers Rimouski (Québec) G5L9G1 Canada

Nom de famille	Thibault
Prénom	Ronald
Date du début de la charge	2014-09-04
Date de fin de la charge	
Fonctions actuelles	Secrétaire
Adresse	270 ch. du Domaine Saint-Denis-de-Brompton (Québec) J0B2P0 Canada

Dirigeants non membres du conseil d'administration

Aucun dirigeant non membre du conseil d'administration n'a été déclaré.

Fondé de pouvoir

Aucun fondé de pouvoir n'a été déclaré.

Administrateurs du bien d'autrui

Aucun administrateur du bien d'autrui n'a été déclaré.

Établissements

Aucun établissement n'a été déclaré.

Documents en traitement

Aucun document n'est actuellement traité par le Registraire des entreprises.

Index des documents

Documents conservés

Type de document	Date de dépôt au registre
DÉCLARATION DE MISE À JOUR ANNUELLE 2014	2014-10-07
Déclaration de mise à jour de correction	2014-05-27
DÉCLARATION DE MISE À JOUR ANNUELLE 2013	2013-10-04
DÉCLARATION DE MISE À JOUR ANNUELLE 2012	2012-10-11
Déclaration annuelle 2011	2011-10-07
État et déclaration de renseignements 2010	2010-10-28
État et déclaration de renseignements 2009	2009-10-20
Déclaration annuelle 2008	2009-03-30
Déclaration modificative	2009-03-30
État et déclaration de renseignements 2007	2008-02-01
État et déclaration de renseignements 2006	2006-10-02
Déclaration annuelle 2005	2005-11-16
Déclaration annuelle 2004	2004-10-25
Déclaration annuelle 2003	2003-10-14

Type de document	Date de dépôt au registre
Déclaration annuelle 2002	2002-10-22
Déclaration annuelle 2001	2002-07-12
Avis de défaut	2002-05-23
Déclaration modificative	2001-11-16
Avis de changement de nom	2001-11-16
Déclaration annuelle 2000	2001-03-19
Déclaration annuelle 1999	2000-03-14
Déclaration annuelle 1998	1998-11-02
Déclaration annuelle 1997	1998-09-29
Avis de défaut	1998-05-26
Déclaration annuelle 1996	1996-12-02
Déclaration annuelle 1995	1996-01-09
Déclaration d'immatriculation	1995-03-16

Index des noms

Date de mise à jour de l'index des noms	2001-11-16
---	------------

Nom

Nom	Versions du nom dans une autre langue	Date de déclaration du nom	Date de déclaration du retrait du nom	Situation
LIGUE DE HOCKEY JUNIOR MAJEUR DU QUÉBEC INC.	QUÉBEC MAJOR JUNIOR HOCKEY LEAGUE INC.	2001-11-16		En vigueur
L'ASSOCIATION DE HOCKEY JUNIOR DU QUÉBEC (1969) INC.		1969-10-06	2001-11-16	Antérieur

Autres noms utilisés au Québec

Autre nom	Versions du nom dans une autre langue	Date de déclaration du nom	Date de déclaration du retrait du nom	Situation
LIGUE DE HOCKEY JUNIOR MAJEUR DU QUÉBEC		1995-03-16	2001-11-16	Antérieur



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QUEBEC MAJOR JUNIOR HOCKEY LEAGUE



Changer de langue - Version Française

- THE LEAGUE
- SCHEDULE/RESULTS
- STATISTICS
- TEAMS
- NEWS
- MULTIMEDIA
- POLICIES/PROGRAMS
- TRADES
- ENTRY DRAFTS

Mission

The Quebec Major Junior Hockey League's mission is to develop players for professional hockey while supporting them throughout their academic endeavors in order to mold them into responsible and educated citizens. It must offer high entertainment value in order to ensure the continued success of its activities.

Ligue de hockey junior majeur du Québec

This is Exhibit A referred to in the affidavit of *Andrews Edwards* dated *February 20 15* for *nothing*



Ma LHJMQ, mon école de vie

SCHEDULE & RESULTS



DATE	HOME	AWAY	TIME	STATUS
FEBRUARY 18 / 2015				
VIC	3	SNB	Final OT1	Summary
FEBRUARY 19 / 2015				
VIC	VS	HAL	06:00 PM ET	
BLB	VS	ROU	07:00 PM ET	
CHI	VS	SHE	07:00 PM ET	
BAT	VS	RIM	07:30 PM ET	
FEBRUARY 20 / 2015				
MOH	VS	CAP	06:00 PM ET	
SNB	VS	CHA	06:00 PM ET	
CHI	VS	GAT	07:30 PM ET	
DRU	VS	SHA	07:30 PM ET	
BLB	VS	VDO	07:30 PM ET	
FEBRUARY 21 / 2015				
SHE	VS	BAC	04:00 PM ET	
VIC	VS	CAP	06:00 PM ET	
HAL	VS	CHA	06:00 PM ET	
RIM	VS	DRU	07:00 PM ET	
QUE	VS	ROU	07:00 PM ET	

BOX SCORES



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TERRAIN DOMINATION | POLARIS

FAN ZONE



QUEBEC MAJOR JUNIOR HOCKEY LEAGUE

Changer de langue - Version Française

THE LEAGUE SCHEDULE/RE-SULTS STATISTICS TEAMS NEWS MULTIMEDIA POLICIES/PROGRAMS TRADES ENTRY DRAFTS

SEARCH

QMjHL Governors

Gouverneurs des équipes de la LHJMQ / QMJHL Team Governors

Equipe Team	Gouverneur Governor	Depuis From
	Greene, John	2006-02-21
	Gagnon, Clovis	2010-10-21
	Tremblay, Martin	2014-07-07
	Morency, Richard	1998-06-05
	Boyle, Geoff	2013-05-27
	Desgagné, Louis-Philippe	2012-08-25
	Brousseau, Louis (Président)	2004-05-28
	MacMillan, Norm	2013-09-16
	Smith, Bobby	2011-10-20
	Brousseau, Jean	1998-12-17
	Gagnon, Julien	1997-06-04
	Leblanc, Camille	2011-12-02
	Pilon, Denis	2011-10-20
	Richard, Joe	2005-03-03

SCHEDULE & RESULTS



PREVIOUS Summary

FEBRUARY 18 / 2015	VIC	4	3	SNB	Final	OT1
FEBRUARY 19 / 2015	VIC	VS	HAL	06:00	PM	ET
	BLB	VS	ROU	07:00	PM	ET
	CHI	VS	SHE	07:00	PM	ET
	BAT	VS	RIM	07:30	PM	ET
FEBRUARY 20 / 2015	MON	VS	CAP	06:00	PM	ET
	SNB	VS	CHA	06:00	PM	ET
	CHI	VS	GAT	07:30	PM	ET
	DRU	VS	SHA	07:30	PM	ET
	BLB	VS	VDO	07:30	PM	ET
FEBRUARY 21 / 2015	SHE	VS	BAC	04:00	PM	ET
	VIC	VS	CAP	06:00	PM	ET
	HAL	VS	CHA	06:00	PM	ET
	RIM	VS	DRU	07:30	PM	ET
	QUE	VS	ROU	07:00	PM	ET

BOX SCORES

NEXT

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TERRAIN DOMINATION POLARIS

CAM ZONE



	Québec		Bagnon, Julien	1997-06-04
	Rimouski		Leblanc, Camille	2011-12-02
	Rouyn-Noranda		Pilon, Denis	2011-10-20
	Saint John		Richard, Joe	2005-03-03
	Shawinigan		Darchen, Justin	2012-08-25
	Sherbrooke		Thibault, Ronald	2012-06-08
	Val-d'Or		Mullan, Glenn J.	2004-08-09
	Victoriaville		Marcotte, Jean	2006-02-21

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TERRAIN DOMINATION | POLARIS

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IRVING

GRADUOR Sport

Shreddies

CORTEX

VIDÉOTRON

STELPRO

CHL

WESTERN HOCKEY LEAGUE
ONTARIO HOCKEY LEAGUE
QUEBEC MAJOR JUNIOR HOCKEY LEAGUE
SUBWAY SUPER SERIES
EWO TOP PROSPECTS GAME
MASTERCARD MEMORIAL CUP
CHL IMPORT DRAFT

QMJHL

THE LEAGUE
SCHEDULE/RESULTS
STATISTICS
TEAMS
NEWS
MULTIMEDIA
POLICES PROGRAMS
TRADES
ENTRY DRAFTS

TEAMS

ACADIE-BATHURST TITAN
BLAIRVILLE-BOISBRIAND ARCADE
CHARLOTTETOWN ISLANDERS
DRIJMUNDVILLE VOLTD'OURS
HALIFAX MOOSEHEADS
QUEBEC REMPARTS
ROUYN-NORANDA HUSKES
SHAWINIGAN CATAPACTES
VAL-D'OR FOREURS

BAIE-D'URVILLE DRAGONS
CAPS BRETEN SCREAMING EAGLES
CHICOUTIMI SAGUENEENS
GATINEAU OLYMPIQUES
MONTREAL WILDcats
RIMOUSKI OCEANIC
SAMI JOHN SEA DOGS
SHERBROOKE PHOENIX
VICTORIAVILLE TIGRES

MRX



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QUEBEC MAJOR JUNIOR HOCKEY LEAGUE

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Quebec Major Junior Hockey League
 1205 Ampere street | office #101
 Boucherville, Quebec | J4B 7M6
 phone: (450) 650-0500 | fax: (450) 650-0510
 hockey@hjmj.qc.ca

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SCHEDULE & RESULTS



PREVIOUS	Summary
FEBRUARY 18 / 2015	VIC 4 3 SNB Final OT1
FEBRUARY 19 / 2015	VIC VS HAL 06:00 PM ET
	BLB VS ROU 07:00 PM ET
	CHI VS SHE 07:00 PM ET
	BAT VS RIM 07:30 PM ET
FEBRUARY 20 / 2015	MON VS CAP 06:00 PM ET
	SNB VS CHA 06:00 PM ET
	CHI VS GAT 07:30 PM ET
	DRU VS SHA 07:30 PM ET
	BLB VS VDO 07:30 PM ET
FEBRUARY 21 / 2015	SHE VS BAC 04:00 PM ET
	VIC VS CAP 06:00 PM ET
	HAL VS CHA 06:00 PM ET
	RIM VS DRU 07:00 PM ET
	QUE VS ROU 07:00 PM ET


BOX SCORES

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TERRAIN DOMINATION POLARIS

CAN ZONE

This is Exhibit N referred to in the
affidavit of Andrew J. Eckhart
sworn before me, this 20th
day of February, 2015

A commissioner for taking affidavits

Indexed as:

**McCrimmon Holdings Ltd. v. Canada (Minister of National
Revenue - M.N.R.)**

**Between
McCrimmon Holdings Ltd. and 32155 Manitoba Ltd., a
partnership o/a Brandon Wheat Kings, Appellant, and
The Minister of National Revenue, Respondent, and
Daryl Stockham, Intervenor**

[2000] T.C.J. No. 823

[2000] A.C.I. no 823

Court File Nos. 2000-1538(EI), 2000-1540(CPP)

Tax Court of Canada
Winnipeg, Manitoba

Rowe D.T.C.J.

Heard: October 2, 2000.
Judgment: November 24, 2000.

(24 paras.)

Unemployment insurance -- Insurable employment -- What constitutes -- Employer-employee relationship.

This was an appeal by a major junior hockey club from the Minister's decision that players for the club were engaged in insurable and pensionable employment. The club argued that the relationship between the players and the club was more akin to a form of private education. It argued that the money the players received from the club was an allowance rather than a salary. Players who had graduated from high school were entitled to post-secondary tuition for every year of service to the club. The Minister argued that the evidence clearly established an employment relationship between the players and the club.

HELD: Appeal dismissed. The players were paid employees of the club. An amendment to subsection 5(2) of the Employment Insurance Act would be required to exclude junior hockey players from the category of insurable employment. While there was an educational component to the con-

tract between the hockey club and the players, the players were paid to play hockey. The requirement to play hockey was not inextricably bound to a condition of scholarship.

Statutes, Regulations and Rules Cited:

Canada Pension Plan.

Employment Insurance Act, s. 5(1)(a), 5(2).

Employment Standards Act, chapter E110, s. 9(2).

Income Tax Act.

Insurable Earnings and Collection of Premiums Regulations, s. 3(1).

Unemployment Insurance Act, s. 3(1)(a).

Unemployment Insurance Regulations, s. 3.

Pat Fraser and David Swayze, for the Appellant.

Tracy Harwood-Jones, for the Respondent.

No one appeared, for the Intervenor.

JUDGMENT:-- The appeal is dismissed and the decision of the Minister is confirmed in accordance with the attached Reasons for Judgment.

REASONS FOR JUDGMENT

1 ROWE D.T.C.J.:-- The style of cause utilized in the Notice of Appeal and subsequent pleadings or notices named Kelly McCrimmon and Robert Cornell o/a The Brandon Wheat Kings as the appellant. Counsel for the appellant advised the proper style of cause should reflect the corporate members of the partnership, McCrimmon Holdings Ltd. and 32155 Manitoba Ltd. used by McCrimmon and Cornell to carry on the business of operating - in Brandon, Manitoba - the hockey team known as the Brandon Wheat Kings and I ordered the style of cause to be amended accordingly. Counsel for the appellant waived the effect of any irregularities arising from the manner in which the assessment was issued and noted the proper account number had been used so there was no doubt concerning the matter at issue. The position of the appellant is that the junior hockey players on the Wheat Kings team were participants in an established training program having a sophisticated infrastructure and the overriding component was educational in nature.

2 The appellant partnership, referred to herein as the "Wheat Kings" appealed from decisions of the Minister of National Revenue (the "Minister"), dated January 17, 2000 wherein it was decided to confirm certain assessments issued pursuant to the Employment Insurance Act, Unemployment Insurance Act and the Canada Pension Plan on the basis named persons listed on Schedule A attached to the said decision letter were employed under contracts of service with the Wheat Kings and were therefore engaged in both insurable and pensionable employment. The appellant appeals from these decisions and both counsel agreed that appeal 2000-1540(CPP) would follow the result in the within appeal.

3 Kelly McCrimmon testified he resides in Brandon, Manitoba and for the past 12 years has been the General Manager of the Brandon Wheat Kings hockey club. Through his corporation, McCrimmon Holdings Ltd., he owns 1/3 of the team and Robert Cornell - through the numbered company - owns the balance and they operate as a partnership. McCrimmon explained the Canadian Hockey League (CHL) is composed of the Ontario Hockey League (OHL), Western Hockey League (WHL) and Quebec Major Hockey League (QMHL). There are 18 teams - including the Wheat Kings - in the WHL and 55 teams within the CHL. The teams are made up of players who have been developed in the minor hockey systems. McCrimmon stated that if a young (aged 16-20) player wishes to play in the WHL, it will probably be necessary for him to move away from home to the municipality where the team is situated. The Canadian Hockey Association (CHA) is an umbrella organization which oversees Canadian amateur hockey. The CHL has some teams operating in the United States and they have a similar arrangement with the U.S. counterpart organization. The WHL - an 18-member league - includes 7 community-owned teams that are managed by an Executive Committee and the other 11 franchises are privately owned. The WHL has a 72-game schedule with training camp beginning in August. The regular season is finished at the end of March while the playoff series - including the final - are concluded on Victoria Day in May. The WHL is run by a Commissioner and Board of Governors composed of one member from each team in the league. Approximately 8 meetings are held each year, on average, and a 5-man Executive Committee is responsible throughout the year for developing policy, rules, by-laws and otherwise dealing with matters pursuant to the league constitution. An excerpt of the Rules and Regulations governing the WHL was filed as Exhibit A-1 and contains details concerning the mandatory pay schedule of players while playing for any team in the WHL. McCrimmon stated the modest amounts paid to the players have not changed substantially since he played in the WHL 20 years ago except that a second-year player now earns \$20.00 more per month than he would have two decades ago. McCrimmon stated the following monthly payments of \$160.00 to a first-year player, \$180.00 to a second-year player, \$200.00 to a third-year player, \$240.00 to a fourth-year player and a maximum of \$600.00 to a returning 20-year old player are little more than an allowance to cover their day-to-day needs for transportation and other small expenses one would normally associate with "pocket money" if they were living at home. The players are billeted at local families in Brandon and the host billets are paid the sum of \$270.00 per month together with tickets to Wheat Kings home games as compensation for a player's room and board. Since most billets are avid hockey fans, the players are treated like a member of the billet's family. During the many years the Wheat Kings have been in the WHL, there has never been more than two players on the team from Brandon and some years there are none. In the event the players are local, they merely reside in their own family homes. McCrimmon referred to the standard players contract - Exhibit A-2 - which, in his opinion, did not legally bind a player but served to formalize the arrangement and sets forth the obligations of the player and the hockey team. A player can move up to a team playing in a higher league or to a team in a lower rung in the hockey hierarchy but cannot voluntarily decide to move to another team within the WHL. McCrimmon explained the cities having teams in the WHL range in size from Seattle and Portland to Swift Current and Prince George so it is vital for the existence of the league to stabilize the player pool. Pursuant to clause 13 of the contract - Exhibit A-2 - a player can play for a chosen professional team as an under-age 19-year old player provided the team in the professional league compensates his former WHL team by paying the sum of \$100,000. The rules of the WHL permit three 20-year olds on the roster of each team and they are referred to as "over-age" players. As a result, most players remain in the WHL for only four years. The National Hockey League (NHL) rules permit an 18-year old to play in that elite league but not in any minor

league or farm system owned by or associated with that NHL team. McCrimmon stated the WHL has a policy regarding education of the players. The league will pay the cost of one year's tuition and books at any Canadian university for each year a player has performed for a team and every education agreement is registered with the league Head Office. In any player-trade agreement, there is a provision relating to an allocation of the education entitlement as agreed upon by both teams and this arrangement must be approved by the Governor of the WHL. The minimum age at which a player can be a member of a WHL team is 16. The league has a system whereby promising 15-year olds are contacted and counselled in order to prepare them for leaving home the next year in order to play with a WHL team in another city. While playing for the Wheat Kings, all players attend the same high school and meet with the same counsellor. All players are subject to a curfew and are closely monitored both in and out of school, especially as it concerns their attendance, and the club will mete out discipline. There is a great deal of travel involved during the course of a hockey season and the players are required to be at school in Brandon at 9:00 a.m. even if they had just returned - at 5:00 a.m. - from a road trip. Brandon University and Assiniboine Community College are both located in Brandon. Those players who finished high school but have not chosen to attend college or university must come to training sessions 6 days a week from 12:30 p.m. to 5:30 p.m. each day. On a day on which a game is played, the players report to the arena between 12:30 p.m. and 2:00 p.m. and then return to the rink at 5:30 p.m. and remain there until the game is finished which is usually after 11:00 p.m. Even during a week when there is no game played, a Wheat Kings player would be at the arena 24 hours a week. When travelling to play games in other cities, the bus is the only form of transportation used by the team and it takes 27 hours to travel from Brandon to Portland, Oregon and 22 hours to Prince George, British Columbia. The arduous bus trips are an integral part of the process by which a player - against long odds - ultimately is afforded an opportunity to become a professional in the NHL and to participate in an industry which can permit a young man to earn up to several million dollars US per year or to play in other hockey leagues in North America or in Europe where salaries - for a short season - range up to \$100,000 CND. McCrimmon stated that following his hockey career in the WHL as a Brandon Wheat King, which he acknowledged was a disciplined environment requiring many sacrifices, he attended Brandon University. He is aware of other former players who have become executives, scouts or therapists and thereby able to remain involved in the game of hockey as a business. The Wheat Kings players are permitted one 2:00 a.m. weekend curfew each month. They are required to work with children at elementary schools and in programs concerning minor hockey, handicapped children, and drug awareness as well as interacting with the Brandon business community. Behaviour is monitored by the team management and the families acting as billets. The city of Brandon - with a population of 50,000 - is very proud of the Wheat Kings hockey team and players have a high profile within the community. At the annual awards banquet, there is an award for scholastic achievement and an award for the top graduating player which includes many facets of the individual as a member of the team and as a resident of the community of Brandon. The actual team roster has 22 or 23 players but an additional four persons can be on a protected list recognized by the WHL and could be playing somewhere else at a lower level such as Tier II or Midget Triple A.

4 In cross-examination, Kelly McCrimmon stated in the event a player chooses not to pursue post-secondary education, the room and board allowance is still paid on his behalf. Pursuant to clause 12 of the standard player's contract - Exhibit A-2 - there is provision for the suspension of payment of salary during a suspension issued by the league to a player but in 12 years with the Wheat Kings as General Manager, he had never seen this clause utilized. The fines that can be imposed pursuant to clause 6 of the contract are deducted from the monthly allowance but are later

refunded in the sense the amounts collected are contributed towards a team function for the benefit of all the players.

5 Lyn Shannon testified she lives in Brandon and for the past 10 years has worked as the Executive Assistant to the General Manager of the Wheat Kings. Her function originally was to reduce the workload of the General Manager but it developed into other areas so that she is now responsible for certain accounting, marketing and administrative functions as well as acting as a counsellor to the players. She is responsible for issuing them their monthly cheques. In September, 1992 she enquired of the previous operator of the hockey club and of Revenue Canada about the method of payment to the players and was advised that cash could be paid in a pay envelope - without any deductions - but a T4 slip would have to be issued to each player at the end of the year. She advised that since January, 1999, the appellant takes the appropriate deductions from the cheques issued to the players. While the billets are compensated at the rate of \$260.00 per month, in Shannon's opinion that does not cover the cost of having a young hockey player living in the home and eating as a member of the family. The billets enter into an agreement - Exhibit A-4 - with the Wheat Kings which sets out various terms and conditions including certain rules and expectations of the club together with some advice as to how players should be treated in an attempt to include them into a family atmosphere. When the players are on the road for 36 games per season, all costs are paid for by the Wheat Kings. At least 50% of the team - aged 16-18 - will be in highschool and the older ones can attend university or the community college and will be reimbursed for the cost of their books and tuition provided they achieve a passing grade. At the arena - Keystone Centre - in Brandon there is space available for the players who are students to study and, on occasion, the Wheat Kings organization will retain and pay for a tutor to instruct one or more players.

6 Counsel for the respondent did not cross-examine.

7 Counsel for the appellant submitted the case did not involve the usual analysis employed pursuant to the decision of the Federal Court of Appeal in *Wiebe Door Services Ltd. v. M.N.R.* [1986] 2 C.T.C. 200 as it was clear on the evidence the players were not independent contractors but would be regarded as employees, without more. However, counsel put forth the proposition that the true characterization of the status of the players in relation to the Wheat Kings hockey club was not that of apprentices but was more consistent with a form of private education in that the students were participating in a hockey program offering scholarships containing certain pre-conditions, one of which was to possess the ability to play hockey at a level permitting one to be a member of a team in the WHL. The players - like any students - had to abide by a code of conduct and to meet certain defined standards similar to any student on a scholarship. Counsel pointed out that in the long history of the WHL no assessments for unemployment - or employment - insurance premiums or contributions for Canada Pension had ever been issued and it did not seem reasonable within the overall context of the WHL to regard the small payment to the players as anything more than an allowance they could spend at their unfettered discretion that - although it constituted income under the Income Tax Act - was not insurable income for purposes of the Employment Insurance Act. In counsel's view of the legislation, it was intended to protect against involuntary idleness and is not - from any practical standpoint - relevant to the situation in the within appeal.

8 Counsel for the respondent submitted the evidence clearly established the relationship of the players to the appellant was that of employees to an employer as they were engaged in employment pursuant to a contract of service pursuant to the Employment Insurance Act and the Regulations thereunder made it clear the remuneration paid to the players was to be regarded as insurable earn-

ings. Further, counsel submitted it would require a specific regulation in order to exempt the players from the category of insurable employees as otherwise defined by the Employment Insurance Act.

9 Insurable employment is defined in paragraph 5(1)(a) of the Employment Insurance Act as follows:

"Subject to subsection (2), insurable employment is

- (a) employment in Canada by one or more employers, under any express or implied contract of service or apprenticeship, written or oral, whether the earnings of the employed person are received from the employer or some other person and whether the earnings are calculated by time or by the piece, or partly by time and partly by the piece, or otherwise;"

10 Subsection 5(2) of the Employment Insurance Act reads as follows:

"(2) Insurable employment does not include:

- (a) employment of a casual nature other than for the purpose of the employer's trade or business;
- (b) the employment of a person by a corporation if the person controls more than 40% of the voting shares of the corporation;
- (c) employment in Canada by Her Majesty in right of a province;
- (d) employment in Canada by the government of a country other than Canada or of any political subdivision of the other country;
- (e) employment in Canada by an international organization;
- (f) employment in Canada under an exchange program if the employment is not remunerated by an employer that is resident in Canada;
- (g) employment that constitutes an exchange of work or services;
- (h) employment excluded by regulations made under sub-section (6); and
- (i) employment if the employer and employee are not dealing with each other at arm's length."

11 Since the Employment Insurance Act did not come into force until June 30, 1996 - and the assessments included the entire year 1996 - it is worth noting the definition of insurable employment contained in paragraph 3(1)(a) of the Unemployment Insurance Act is exactly the same as the one above quoted.

12 The definition of insurable earnings contained in subsection 3(1) of the Insurable Earnings and Collection of Premiums Regulations reads as follows:

"For the purposes of subsections (1) and (2), "earnings" does not include

- (a) the value of board, lodging and all other benefits received or enjoyed by a person in a pay period in respect of the employment if no cash remuneration is paid to the person by the person's employer in respect of the pay period;
- (a.1) any amount excluded as income under paragraph 6(1)(a) or (b) or subsection 6(6) or (16) of the Income Tax Act;

- (b) a retiring allowance;
- (c) a supplement paid to a person by the person's employer to increase worker's compensation paid to the person by a provincial authority;
- (d) a supplement paid to a person by the person's employer to increase a wage loss indemnity payment made to the person by a party other than the employer under a wage loss indemnity plan;
- (e) a supplemental unemployment benefit payment made under a supplemental unemployment benefit plan as described in subsection 37(2) of the Employment Insurance Regulations; and
- (f) a payment made to a person by the person's employer to cover the waiting period referred to in section 13 of the Act or to increase the pregnancy or parental benefit payable to the person under section 22 or 23 of the Act if the payment meets the criteria set out in section 38 of the Employment Insurance Regulations."

13 The relevant provision in the former Unemployment Insurance (Collection of Premiums) Regulations is section 3:

"3(1) For the purposes of this Part, a person's earnings from insurable employment means any remuneration, whether wholly or partly pecuniary, received or enjoyed by him, paid to him by his employer in respect of insurable employment..."

14 Pursuant to both sets of regulations, the value of board, lodging and other benefits received in respect of the employment are not considered as insurable earnings provided no cash remuneration is paid by the employer to the employee. The Minister recognized this aspect of the matter when undertaking a variation of earlier assessments and deleted certain amounts by virtue of certain players falling into the exempt category.

15 As noted by counsel for the appellant, IT 168R3 applies only to professional athletes employed by football, hockey and similar clubs and players in the WHL are not included in that definition.

16 The appellant's position is that the players were involved in a scholarship program. The following definition of scholarship is contained in *The Dictionary of Canadian Law*, 2nd Edition, Carswell, 1995, Dukelow & Nuse:

- "1. A sum of money awarded with special regard to the quality of the academic work of the person to whom it is awarded. 2. An award of distinction, prize or incentive. 3. Pecuniary assistance granted gratuitously to a student."

17 The Concise Oxford Dictionary of Current English, Eighth Edition, Clarendon Press, Oxford defines scholarship as:

"payment from the funds of a school, university, local government, etc., to maintain a student in full-time education, awarded on the basis of scholarly achievement."

18 Counsel for the appellant agreed the sums received by the players in the form of their monthly allowance would be taxable but that one cannot assume this renders the employment in-

surable - or pensionable - for purposes of the relevant legislation. The WHL rules and regulations - Exhibit A-1 - referred to the Standard Players Contract which states the amount of payment which is referred to as "player's allowance". The players had full discretion over this amount and they were not required to use it to pay for any expenses while travelling on the road for away games or otherwise in connection with performing their services as hockey players for the Wheat Kings. The player's contract - Exhibit A-2 - in clause 12 referred to: Loss of salary during a suspension by the club or the league. However, under Clauses 2.1 and 2.2 there is reference to the payment as "the allowance fixed by the rules of the WHL".

19 While there is an educational component attached to the contract between the Wheat Kings and the players - and that is commendable - the players are paid to play hockey for the team in the WHL. They are entitled to one year's books and tuition at a post-secondary educational institution for each year they have played for a WHL team. It is the completion of the playing time that gives rise to the educational entitlement. The payment for playing hockey is modest but all their expenses are covered, including room and board. However, the requirement to play hockey is not inextricably bound to a condition of scholarship as may be the case with a university since attendance at a post-secondary educational institution was not mandatory for remaining on the roster. In the case of *Charron v. M.N.R.*, [1994] T.C.J. No. 47 - Archambault T.C.J. heard an appeal from a determination by the Minister that the appellant - a graduate student employed by Laval University on a research project - was not engaged in insurable employment because she was receiving university credit for the work. Judge Archambault held that the existence of an academic benefit did not prevent the existence of a contract of employment and at paragraph 14 of his judgment stated:

"...Further, the fact that s. 3(1)(a) refers to employment " under any express or implied contract of service or apprenticeship, written or oral, whether the earnings of the employed person are received from the employer or some other person" indicates that Parliament clearly intended the idea of insurable employment to be as wide as possible for the purposes of the Act."

20 Kelly McCrimmon - General Manager of the Wheat Kings - stated he did not regard the players contract as being legally binding upon them but as a document formalizing - for league purposes mainly - the arrangement between players and their respective hockey clubs. The relevant provision of The Employment Standards Act, chapter E110, Province of Manitoba, in force during the period covered by the within appeal defines an adolescent, as follows:

"adolescent" means a person who has reached his 16th birthday but has not reached his 18th birthday;"

21 Subsection 9(2) of the said Standards Act under the heading Agreements by Adolescent states:

"An adolescent who enters into employment is liable thereon and has the benefit thereof as if the adolescent were an adult."

22 It is extremely doubtful that Parliament was concerned about massive unemployment among the ranks of 16 to 20-year old hockey players. It is also difficult to imagine how unemployment would result other than in the circumstance where a player was released outright or was unable to play for any other team and was therefore in need of collecting the extremely modest benefits dur-

ing a transition period. The WHL has operated for many years and has put emphasis on the value of obtaining an education. Kelly McCrimmon serves as a model to other players who can continue to be involved - at some level - in the hockey industry after their playing days have come to an end. But, the business of the Wheat Kings is simply the business of hockey. It is a commercial organization - albeit beloved by the citizens of Brandon - carrying on business for profit. The players are employees who receive remuneration - defined as cash - pursuant to the appropriate regulations governing insurable earnings. It would require an amendment to subsection 5(2) of the Employment Insurance Act in order to exclude players in the WHL - and other junior hockey players within the CHL - from the category of insurable employment.

23 Taking into account the evidence, relevant legislation and jurisprudence, I find the assessments issued by the Minister to have been correct and the decision dated January 17, 2000 confirming those previous assessments is - itself - hereby confirmed.

24 The within appeal is dismissed together with the appeal 2000-1540(CPP) which the parties agree would follow the result.

cp/d/qlsrr/qlscl



WESTERN HOCKEY LEAGUE
STANDARD PLAYER AGREEMENT

This is Exhibit 0 referred to in the

affidavit of Andrew J. Eckhart

sworn before me, this 20th

EXECUTION SCHEDULE
day of February, 2015

[Signature]
A commissioner for taking affidavits

Agreement dated effective September 1, 2007

Between the _____, hereinafter referred to as the "Club",

a member franchise of the Western Hockey League, hereinafter referred to as the "WHL",

And _____, hereinafter referred to as the "Player".

The parties hereto mutually covenant and agree to the following:

1. **Interpretation:**

- "Agreement" or "this Agreement" means this agreement between the Club and the Player and is inclusive of the WHL Standard Player Agreement Terms and Conditions Schedule.
- The WHL Standard Player Agreement Terms and Conditions Schedule (hereinafter referred to as the "Terms and Conditions Schedule") is hereby incorporated by reference and forms part of this Agreement.
- Words and phrases not defined in this WHL Standard Player Agreement have the meaning ascribed to them in the Terms and Conditions Schedule.
- The "WHL Scholarship Program" has the meaning ascribed to that term in the Terms and Conditions Schedule.

2. **Term:** Subject to the terms and conditions of this Agreement, the Club hereby retains the services of the Player for a period of five (5) years commencing with the 2007 to 2008 Hockey Season and ending with the 2011 to 2012 Hockey Season (the "Term"). For the purposes of this paragraph and this Agreement, the "Hockey Season" means that period of time commencing with the start of the WHL's regular season schedule in the month of September in any given year through to and ending in the following calendar year at the end of the later of: (a) the WHL's regular season schedule in the month of March, or (b) the Club's participation in the WHL playoff season should the Club qualify for the WHL playoffs, including the Club's participation, if any, in the Memorial Cup Championship.

3. **Remuneration:** In consideration of the Player providing his services as a hockey player and otherwise to the Club, and in further consideration of the Player playing hockey exclusively for the Club during the Term of this Agreement, the Club agrees, subject to the limitations, restrictions, provisions and exceptions contained in this Agreement:

- to pay or reimburse or cause to be paid, as the case may be, the Player an allowance (the "Allowance") as follows, in the currency of the country where the Club is located, in accordance with the regulations of the WHL in place from time to time:

HOCKEY SEASON	ALLOWANCE (dollars/month)
2007 to 2008	\$ 160.00/month
2008 to 2009	\$ 180.00/month
2009 to 2010	\$ 200.00/month
2010 to 2011	\$ 240.00/month
2011 to 2012	\$ 600.00/month *average year

(b) to pay or reimburse or cause to be paid, as the case may be, the reasonable expenses in accordance with the provisions of Article 2 of the Terms and Conditions Schedule associated with the following:

- (i) the Player's room and board;
- (ii) the Player's travel expenses incurred:
 1. for moving from his normal and regular place of residence to the city where the Club is located for the purpose of reporting to the Club at the commencement of each Hockey Season;
 2. in returning to his normal and regular place of residence following the conclusion of each Hockey Season; and
 3. for one return trip during the Christmas holiday season of each Hockey Season from the city where the Club is located to his normal and regular place of residence;
- (iii) the Player's enrollment in a high school or post-secondary educational institution, for the fall and winter term, including tuition fees, compulsory student fees and textbooks directly related to the Player's course of study; and
- (iv) tutors and educational advisors as deemed reasonably necessary to assist the Player in his academic studies during the fall and winter term.

4. **WHL Scholarship Program:**

- (a) In accordance with the provisions of Article 3 of the Terms and Conditions Schedule, the Club agrees to pay or reimburse or cause to be paid, as the case may be, the Player's educational expenses to enroll in and attend a designated publicly funded post secondary educational institution based on the assessment for a full-time student, following completion of the Player's WHL playing career, including tuition fees, compulsory student fees, and textbooks directly related to the Player's course of study of which payment will be made in the currency of the country where the designated publicly funded post-secondary institution is located in accordance with tuition and fees published in the official calendar of that year.
- (b) The Player designates the following publicly funded post-secondary educational institution in a province of Canada or a state of the United States of America where the Player normally and regularly resides, as the "**designated post-secondary educational institution**" for the purposes of paragraph 3.1 in the Terms and Conditions Schedule;

University of Alberta (Name of Post Secondary Institution)

- 5. **Binding Commitment:** The parties hereto hereby accept and agree to the terms, conditions, covenants, agreements and obligations of each other set forth and contained in this Agreement.
- 6. **Time:** Time shall be of the essence of this Agreement.
- 7. **Entire Agreement:** This Agreement, inclusive of the Terms and Conditions Schedule which is incorporated herein by reference and forms part hereof, constitutes the whole and entire agreement between the parties hereto and cancels and supersedes any oral and prior agreements, undertakings, declarations, representations and warranties, written or verbal, between the parties hereto.
- 8. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the province of Canada or the state of the United States of America, as applicable, where the Club is located.
- 9. **Acknowledgement:** Each of the Player and, if applicable, the Player's parent or guardian who is a signatory to this Agreement, acknowledges that he has read, and understands the contents of this Agreement.

In Witness Whereof, the parties have executed this Agreement effective as of the date set forth above and are in agreement with all terms and conditions contained herein:

WHL MEMBER CLUB:

PLAYER:

Note: In the Provinces of Manitoba, Saskatchewan and Alberta and the States of Washington and Oregon, a parent or guardian must execute this Agreement if, at the time of execution of this Agreement by the Player, the Player is under the age of eighteen (18) years. In the Province of British Columbia, a parent or guardian must execute this Agreement if, at the time of execution of this Agreement by the Player, the Player is under the age of nineteen (19) years.

PARENT OR GUARDIAN OF PLAYER:

APPROVED BY WESTERN HOCKEY LEAGUE:

Ron Robison
WHL Commissioner

August 15, 2007
Date of Execution



Signature - WHL Commissioner

WHL Office Address: #1 - 3030 Sunridge Way NE, Calgary, Alberta, Canada T1Y 7K4
Phone No: (403)693-3030 Fax No: (403)693-303



WESTERN HOCKEY LEAGUE
STANDARD PLAYER AGREEMENT

ADDENDUM

Amending Agreement dated effective September 1st, 2007

Between the Lethbridge Hurricanes, hereinafter referred to as the "Club",

a member franchise of the Western Hockey League, hereinafter referred to as the "WHL",

And _____, hereinafter referred to as the "Player".

The parties hereto mutually covenant and agree to the following:

1. **Statement of Principle:** Notwithstanding the provisions of paragraph 7 of the WHL Standard Player Agreement, this Amending Agreement is supplemental to and amends the agreement dated September 1, 2007 (the "Agreement") between the Club and the Player. The provisions of the Agreement are conclusively deemed to have been amended, modified and supplemented by this Amending Agreement.
2. **Construction:** This Amending Agreement and the Agreement shall have effect as far as practicable as though the provisions hereof and thereof were contained in one instrument.
3. **Amendments:** The Agreement shall be and is hereby amended, modified and supplemented as follows:
 - Article 3.1 a) i) - Upon playing in a WHL exhibition game or regular season game during the 2007-2008 season this agreement will be activated and _____ will be entitled to a full year of WHL Scholarship monies. Upon participating in a WHL exhibition or regular season game in any subsequent season, _____ will be entitled to a full year of WHL Scholarship monies up to a maximum of five years
 - Article 8 - _____ will be deemed ineligible for trade until the completion of his normal high school graduation year (June 30, 2009) provided he is an active roster player of the Lethbridge Hurricanes Hockey Club.

In Witness Whereof, the parties have executed this Amending Agreement effective as of the date set forth above and are in agreement with all terms and conditions contained herein:

WHL MEMBER CLUB

Date of Execution: September 1st, 2007

Lethbridge Hurricanes
WHL Member Club

Signature - Authorized Signing Officer

PLAYER

Date of Execution: September 1st, 2007

Signature - Player

Witness as to Signature of Player

PARENT OR GUARDIAN OF PLAYER

Date of Execution: September 1st, 2007

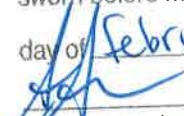
Signature - Player's Parent or Guardian

Witness as to Signature

APPROVED BY WESTERN HOCKEY LEAGUE

Signature - WHL Commissioner

Date of Execution: August 15, 2007

This is Exhibit P referred to in the
affidavit of Andrew J. Eckart
sworn before me, this 20th
day of February, 2015

A commissioner for taking affidavits



**WESTERN HOCKEY LEAGUE
STANDARD PLAYER AGREEMENT**

TERMS AND CONDITIONS SCHEDULE



WESTERN HOCKEY LEAGUE
STANDARD PLAYER AGREEMENT

TERMS AND CONDITIONS SCHEDULE

INTRODUCTION - POLICIES AND PROCEDURES

- 1) The WHL must approve and register all agreements between the Club and the player. The WHL will approve and register only those agreements between the Club and the player which:
 - a) utilize the WHL Standard Player Agreement (the "Agreement");
 - b) are duly executed by the Club, the player, the WHL and, if necessary, the parents or guardian of the player; and
 - c) comply with the regulations of the WHL, as may be amended or supplemented from time to time.
- 2) **Any oral agreements, representations, promises or incentives which are not included in writing in the Agreement, or which are contrary to the regulations of the WHL, are not binding.** For information regarding the regulations of the WHL, you may contact the WHL in writing at Father David Bauer Arena, 2424 University Drive NW, Calgary, Alberta, Canada T2N 3Y9, by phone at (403) 693-3030, by e-mail at info@whl.ca, or by facsimile transmission at (403) 693-3031.
- 3) Three (3) copies of the Agreement are to be executed by the Club, the player, and, if necessary, the parents or guardian of the player; all three (3) originally executed copies of the Agreement will after execution by the player, the Club and, if necessary, the parents or guardian of the player, be forwarded by the Club to the WHL Office for approval and registration by the WHL, by overnight courier forthwith after such execution of the Agreement, for receipt by the WHL Office not more than five (5) business days after such execution. The Agreement will not become effective until it has been approved by and registered with the WHL; if approved, the Agreement will be endorsed by the WHL within five (5) business days of receipt of the Agreement by the WHL Office. The Agreement will become effective as of the effective date set forth in the Agreement. The WHL Office will retain one originally executed copy of the Agreement and return the other two (2) originally executed copies of the Agreement to the Club; one (1) originally executed copy of the Agreement will be delivered by the Club to the player forthwith upon the Club's receipt of the Agreement from the WHL Office. Should the WHL not approve the Agreement, the Club and the player will be advised in writing by the WHL Office, including the reasons thereof, within five (5) business days of receipt of the Agreement by the WHL Office.
- 4) If, within five (5) business days of receipt by the WHL Office of the Agreement, the WHL has not approved the Agreement, or if, within five (5) business days after receipt by the Club of the Agreement from the WHL Office, the Club fails to provide the player with a fully executed original copy of the Agreement with the written approval of the WHL endorsed thereon, then the Agreement shall be null and void and of no force or effect, and the parties shall then be relieved of their respective obligations under the Agreement.
- 5) **The contents of the Agreement are strictly confidential to the parties concerned. Any reproduction or distribution of the Agreement by the Player or the Player's parents or guardian, without the prior written consent of the WHL, is strictly prohibited.**

For Further Information : Western Hockey League
Father David Bauer Arena
2424 University Drive NW
Calgary, Alberta T2N 3Y9
Canada

Phone: (403)693-3030
Fax: (403)693-3031
e-mail: info@whl.ca



WESTERN HOCKEY LEAGUE
STANDARD PLAYER AGREEMENT

TERMS AND CONDITIONS SCHEDULE

ARTICLE 1 - CONSTRUCTION

- 1.1 (a) **"Agreement"** or **"this Agreement"** means the WHL Standard Player Agreement entered into between a member franchise of the WHL (the **"Club"**) and the hockey player (the **"Player"**) inclusive of this Terms and Conditions Schedule. This Terms and Conditions Schedule is incorporated by reference to and forms part of the WHL Standard Player Agreement.
- (b) **"normal and regular place of residence of the Player"** means, as applicable, the normal and regular place of residence of:
- (i) the Player's parents at the relevant time,
 - (ii) the parent with whom the Player normally resides if the parents are separated, or
 - (iii) the Player's guardian or former guardian.
- (c) **"post-secondary educational institution"** means and includes publicly funded technical, trade and/or continuing education schools, colleges, universities and professional training schools or programs, and any other type of school or program the WHL may, in its sole discretion, acting reasonably, designate from time to time as a "post-secondary educational institution" under what is known and commonly referred to by the WHL as the **"WHL Scholarship Program"**.
- (d) **"sanctioned"** hockey games or tournaments, events, or activities means
- (i) all WHL exhibition, preseason, regular season, all-star, and play-off games and the Club's scheduled team practices and training sessions,
 - (ii) the CHL National Special Events, including but not limited to; All-Star Games, the CHL Top Prospects Game and all games in the Memorial Cup Championship, and
 - (iii) the annual World Junior Hockey Championships, the Under-18 World Hockey Championship Tournament, the Under-17 World Hockey Challenge Tournament, the Canada Winter Games Hockey Tournament and all scheduled or organized tryouts, team practices and team training sessions leading to such Championships, Tournaments or Games,
- and includes
- (iv) all Club or WHL scheduled or organized events or activities attended by the Player which the Club or the WHL has obligated the Player to participate in,
 - (v) all other events or activities in relation to the games, tournaments and championships referred to in items (i), (ii) and (iii) above which events or activities are scheduled or organized by the Club, the WHL, the CHL, Hockey Canada, or any provincial governing hockey associations attended by the Player and which the Club, the WHL, the CHL, Hockey Canada or the provincial governing hockey associations has obligated the Player to participate in, and
 - (vi) all travel in relation to the games or tournaments, events or activities referred to above that has been scheduled or organized by the Club, the WHL, the CHL, Hockey Canada or the provincial governing hockey associations.
- (e) **"Term"** has the meaning ascribed to it in paragraph 2 of the WHL Standard Player Agreement.
- (f) **"WHL Standard Player Agreement"** means the WHL Standard Player Agreement entered into between the Club and the Player to which this Terms and Conditions Schedule forms a part.

- 1.2 Words and phrases used in this Terms and Conditions Schedule but not defined herein, have the meaning ascribed to them in the WHL Standard Player Agreement.
- 1.3 A reference in this Terms and Conditions Schedule to an Article, paragraph or subparagraph is a reference to an Article, paragraph or subparagraph of this Terms and Conditions Schedule unless otherwise specifically provided.

ARTICLE 2 – REMUNERATION – CURRENT PLAYER

- 2.1 Subject to the provisions of this Agreement, the Club will pay or reimburse or cause to be paid, as the case may be, the Player an allowance (the "Allowance") as set forth in paragraph 3(a) of the WHL Standard Player Agreement Execution Schedule. The Allowance will be paid in accordance with the regulations of the WHL.
- 2.2 The Allowance will be paid by the Club to the Player during the Hockey Season and will be paid in equal biweekly installments on or about the 15th day and on the last business day of each applicable month of the Hockey Season. Payment of the Allowance will be subject to any statutory withholdings and deductions with the pay period effective from September 15 of each year of this Agreement to the conclusion of the Hockey Season. Any bonuses payable by the Club to the Player, in accordance with the regulations of the WHL in place from time to time, will be paid by the Club to the Player at the conclusion of the Hockey Season.
- 2.3 The Club will pay or reimburse or cause to be paid, as the case may be, the Player's reasonable room and board expenses commencing the day the Player reports to the Club, in accordance with the Club's direction, until the end of the Hockey Season.
- 2.4 If, in order to provide his services under this Agreement, the Player is required to relocate from his normal and regular place of residence to the city where the Club is located, the Club will pay or reimburse or cause to be paid, as the case may be, in each year of this Agreement travel expenses reasonably incurred by the Player:
- for moving from his normal and regular place of residence to the city where the Club is located for the purpose of reporting to the Club at the commencement of each Hockey Season;
 - in returning to his normal and regular place of residence following the conclusion of each Hockey Season; and
 - during the Christmas holiday season of each Hockey Season for one return trip from the city where the Club is located to the Player's normal and regular place of residence.
- 2.5 The Club will, during the Term of this Agreement, pay or reimburse or cause to be paid, as the case may be, all reasonable expenses associated with the Player's enrollment in a high school or a post-secondary educational institution during the fall and winter term, in the city where the Club is located, including, but not limited to, the reasonable expenses related to tuition fees, compulsory student fees (excluding premiums for health services, which may include medical and dental insurance fees) and textbooks directly related to the Player's course of study (including any applicable sales taxes and goods and services taxes). The obligation of the Club under this paragraph 2.5 to pay or reimburse or cause to be paid, as the case may be, the Player's reasonable expenses related to tuition fees, compulsory student fees (excluding premiums for health services, which may include medical and dental insurance fees) and textbooks shall be limited to an amount which reflects, as a benchmark, the reasonable expenses of a Player attending a mainstream general program of study (mainstream general program of study to be defined as an undergraduate arts, science or general studies program). The Club will, during the Term of this Agreement, also pay or reimburse or cause to be paid, as the case may be, the reasonable expenses

associated with retaining qualified tutors and educational advisors, as deemed reasonably necessary, to assist the Player in his academic studies.

ARTICLE 3 – WHL SCHOLARSHIP PROGRAM – GRADUATE PLAYER

- 3.1 a) i) Subject to the provisions of paragraphs 3.1(d) and 3.2, but in addition to any benefits the Player may receive pursuant to the provisions of paragraph 2.5 or otherwise under this Agreement, the Player will receive, the benefit of the WHL Scholarship Program pursuant to which the Club will provide financial assistance to the Player in respect of the Player's educational costs to enroll in and attend a post-secondary educational institution as a full time student following completion of the Player's WHL playing career. The Player will have qualified for and the Club shall provide financial educational assistance to the Player, in accordance with this paragraph 3.1, for one half of an academic year if the Player is on the Club's roster at any time on or after October 10 of any Hockey Season; the Player will have qualified for and the Club will provide financial educational assistance to the Player, in accordance with this paragraph 3.1, for one academic year if the Player is on the Club's roster at any time on or after January 10 of any Hockey Season; provided however, the obligation of the Club to provide the Player with financial assistance in accordance with this paragraph 3.1 will be limited to a maximum of one academic year for each Hockey Season or portion thereof played in the WHL to a maximum of five (5) years, regardless of the number of Hockey Seasons or portions thereof that the Player has played in the WHL.
- ii) Educational costs shall, subject to paragraph 3.2, include the costs and expenses of tuition fees, compulsory student fees and textbooks directly related to the Player's course of study, including any applicable sales taxes and goods and services taxes to attend, as a full time student, the publicly funded post-secondary educational institution designated by the Player (in accordance with the WHL Standard Player Agreement) in a province of Canada or a state of the United States of America where the Player normally and regularly resides (the "designated post-secondary educational institution"). In the event the Player enrolls in and attends a post-secondary educational institution other than the designated publicly funded post-secondary educational institution, then the obligation of the Club under this paragraph 3.1 to provide financial education assistance shall, subject to paragraph 3.2, be limited to an amount which does not exceed expenses of a similar program of study at the publicly funded post-secondary educational institution designated by the player.
- b) Amounts payable by the Club for tuition fees and compulsory student fees shall be limited to the amount published in the official school handbook, calendar or other relevant publication of the designated post-secondary educational institution for the academic year in which the Player is enrolled in and attends a post-secondary educational institution, subject to the provisions of paragraph 3.2. Upon receipt by the Club of evidence of the Player's enrollment in a post-secondary educational institution together with an invoice from that institution for tuition and compulsory student fees, the Club will, subject to the provisions of paragraphs 3.1(a), 3.1(b) and 3.2, pay or reimburse or cause to be paid, as the case may be, such tuition and compulsory student fees directly to the post-secondary educational institution by the date set forth in the invoice. Refunds or reimbursements, if any, to the Player applicable to tuition or compulsory student fees which were paid by the Club, resulting from the Player's withdrawal from the post-secondary educational institution or from classes or failure of the student to maintain an acceptable passing grade in the course of his studies, will be made by the post-secondary educational institution directly to the Club, and if made by the post-secondary educational institution to the Player, will be repaid by the Player to the Club within thirty (30) days of the Player's receipt of same from the post-secondary educational institution.

- c) Subject to the provisions of paragraph 3.2, the Club will pay or reimburse or cause to be paid, as the case may be, the Player for school textbook expenses directly related to the Player's course of study, together with any applicable sales taxes and goods and services taxes, within thirty (30) days

of the Player providing appropriate receipts therefore to the Club. The maximum reimbursement for the expenses of school textbooks will be based on the estimate for the Player's program of study as outlined in the official school handbook, calendar or other relevant publication of the designated post-secondary educational institution for the academic year in which the Player is enrolled in and attends a post-secondary educational institution, subject to the provisions of paragraph 3.2; if such an estimate is not available in the official school handbook, calendar or other relevant publication of the designated post-secondary educational institution then the maximum reimbursement of such expenses will be based on information obtained by the Club from the designated post-secondary educational institution.

- d) The Player will be permitted to play an unlimited number of hockey games in certain hockey leagues which the WHL has, in its sole discretion acting reasonably, designated as professional development hockey leagues without affecting the Player's eligibility to participate in the WHL Scholarship Program pursuant to this paragraph 3.1. The WHL will identify the hockey leagues which will be designated as professional development hockey leagues for the purpose of this Agreement. The Player shall not, however, be eligible for the benefits contained in this paragraph 3.1 if:
- i) the Player has executed a professional hockey playing contract with a team in the National Hockey League, a team in the American Hockey League (but excluding an American Hockey League tryout contract under which the Player does not play more than twenty-five (25) games in the American Hockey League) or a professional hockey team in Europe; or
 - ii) in the hockey season immediately following completion of the Player's eligibility to play in the WHL as a 20 year old, the Player has played more than twenty-five (25) hockey games in the American Hockey League or has played any games in any other professional hockey league which has not been designated by the WHL as a professional development hockey league or
 - iii) the Player fails by September, after one full academic year or hockey season following completion of his eligibility to play in the WHL as a 20 year old, to enroll in and attend a post-secondary educational institution as a full time student; or
 - iv) the Player fails by September after two full academic years or hockey seasons following completion of his eligibility to play in the WHL as a 19 year old, to enroll in and attend a post-secondary educational institution as a full time student; or
 - v) the Player fails at any time to enroll in, attend and maintain the status of a full time student during the fall and winter academic semesters at a post-secondary educational institution in consecutive academic years following the academic year the Player first utilizes the benefits of the WHL Scholarship Program, provided however, the Club may, in consultation with the WHL, upon the written request of the Player, permit the Player to extend the benefit period under paragraph 3.1(a)(i) by permitting the Player to attend a post-secondary institution on a part time basis or in non-consecutive academic years. The Club shall not, however, be liable to the Player for any increase in educational costs due to such extension notwithstanding the consent of the Club to extend the benefit period under paragraph 3.1(a)(i).
- e) If the Player, while on the Club's active roster, suffers a career ending injury while participating either in:
- i) any hockey game under paragraph 4.1, or
 - ii) in any sanctioned event or activity,

then notwithstanding the provisions of paragraphs 3.1(a)(i), 3.1(d)(iii) and 3.1(d)(iv), the Club shall pay or reimburse or cause to be paid, as the case may be, the Player's educational costs as provided for in paragraph 3.1(a)(ii) for a maximum of four (4) academic years (unless the Player has qualified for five (5) years of financial educational assistance in accordance with the provisions of paragraph

3.1(a)(i)) in accordance with and subject to the provisions of paragraphs 3.1(a), 3.1(b), 3.1(c) and 3.2 to enroll in and attend a post-secondary educational institution, whether as a part time or full time student.

- 3.2 It is acknowledged that, for the purposes of paragraph 3.1, there are certain post-secondary educational institution programs of study that are outside of the mainstream of general study with the result that such programs have higher academic costs and expenses associated with them; if the Player enrolls in such a program, the obligation of the Club under paragraph 3.1 to pay or reimburse or cause to be paid, as the case may be, the Player's reasonable expenses associated with such a program shall be limited to an amount which reflects, as a benchmark, the reasonable expenses of a Player attending a mainstream general program of study (mainstream general program of study to be defined as an undergraduate arts, science or general studies program), at a publicly funded post-secondary educational institution designated by the Player in accordance with the WHL Standard Player Agreement in the province or state where the Player normally and regularly resides. It is also understood that compulsory student fees may vary depending on the post-secondary educational institution at which the Player may enrol. For the purpose of this agreement, the obligation of the Club under paragraph 3.1, to pay or reimburse or cause to be paid, as the case may be, all compulsory student fees, excludes premiums for health services, which may include medical and dental insurance fees.

ARTICLE 4 - OBLIGATIONS OF THE PLAYER

- 4.1 The Player will, during the Term of this Agreement, provide his services as a hockey player except as a result of an injury or with the prior consent of the Club and the WHL, in accordance with the following:
- a) except as hereinafter specifically provided in this paragraph 4.1, exclusively for the Club and shall play for the Club in all the Club's exhibition, preseason, regular season and playoff games and all tournament games for the Memorial Cup,
 - b) in the WHL and Canadian Hockey League (the "CHL") all-star game(s), the CHL Top Prospects Game, or other sanctioned events or activities scheduled or organized by the WHL or CHL,
 - c) if selected by the Hockey Canada or any other like national governing hockey association in Europe or the United States of America, in the annual World Junior Hockey Championships and all tryouts and team practices leading to such championship, in accordance with release dates and conditions agreed to by the WHL,
 - d) if selected by any provincial governing hockey association or any like governing hockey association in Europe or the United States of America, in the Under-17 World Hockey Challenge Tournament and the Under-18 World Hockey Championship Tournament and all tryouts and team practices leading to these tournaments, in accordance with release dates and conditions agreed to by the WHL, and
 - e) at the request of the WHL or the CHL, in other hockey games or tournaments as may be sanctioned by the WHL or the CHL including, without limitation, the Canada Winter Games.
- 4.2 The Player covenants and agrees:
- a) to report, in good physical condition, to the Club's training camp prior to the commencement of the Hockey Season at the time and place designated by the Club;

- b) to keep and maintain himself in good physical condition at all times throughout the Hockey Season;
 - c) at the request and direction of the Club, to cooperate and participate in reasonable promotional activities sponsored by the Club, the WHL or the CHL;
 - d) to conduct himself at all times, both on and off the ice, in a manner consistent with good standards of honesty, decency, morality, and fair play, and not to conduct himself at any time in any manner that would be detrimental to the well-being of the Club, the WHL, the CHL, Hockey Canada, USA Hockey, or any like provincial, state or federal governing hockey association in Canada, Europe or the United States of America, or hockey in general;
 - e) to abide by the rules and regulations, directions and instructions governing conduct and behaviour reasonably established by the Club from time to time and applicable to all its players including, without limitation, rules, regulations, directions, and instructions governing the use of tobacco, drugs and alcohol, attendance at school, conduct on and off the ice, curfew, community service and training;
 - f) to abide by the rules and regulations, directions and instructions governing conduct and behaviour reasonably established by any provincial governing hockey association in Canada, Hockey Canada, USA Hockey, or any like governing hockey association in Europe or the United States of America applicable to all its players participating in the World Junior Hockey Championship, the Under-17 World Hockey Challenge Tournament, the Under-18 World Hockey Championship Tournament and the Canada Winter Games and related events or other like events, including, without limitation, all tryout camps and team practices leading to such events;
 - g) to participate, at the request of the Club and the WHL, in events or activities organized, scheduled or sanctioned by the WHL or the CHL;
 - h) to maintain a valid passport for purposes of facilitating customs and immigration processes during the course of the Hockey Season;
 - i) to execute a Hockey Canada major junior hockey playing card and any other registration card as may be required by the WHL, including, if applicable, a USA Hockey playing card;
 - j) to provide his services faithfully, diligently and to the best of his abilities as a hockey player;
 - k) not to engage in hazardous activities or avocations including, without limitation, racing (automobile, go-kart, motorcycle, boat, snowmobile or ski), diving (scuba or sky), parachuting, snow skiing, snow boarding or aviation other than as a passenger, during the Term of this Agreement without the prior consent of the Club; and
 - l) without the prior written consent of the Club, not to participate in hockey games that are not sanctioned by the WHL.
- 4.3 The Player irrevocably transfers, conveys and assigns to the Club and the WHL for the Term of this Agreement all rights to the Player's image. The Player agrees that the Club and/or the WHL may authorize or otherwise license any individual, firm or corporation to take and produce photographs, pictures, films, video or other images of the Player. The Player recognizes that all rights to his image during the Term of this Agreement shall be the sole and exclusive property of the Club and the WHL. The Club and the WHL may use or distribute such photographs, pictures, films, video or other images of the Player for the promotion of the Club, the WHL and the CHL in any manner as the Club or the WHL may reasonably see fit and that such use by the Club, the WHL and/or the CHL may take place during the Term of this Agreement and any time thereafter.

- 4.4 a) The Player consents and agrees to the use by or on behalf of the Club, the WHL and the CHL and their respective agents, licensees, contractors, successors and assigns, of the name, image, photograph, likeness, statistical record and biographical information of the Player including, without limitation, the use of same by the WHL and the CHL in connection with the manufacture, sale,

distribution, marketing and advertising of WHL and/or CHL hockey cards and/or other souvenir material relating to the Club, the WHL or the CHL; in connection therewith, the Player agrees, during the Term of this Agreement, to attend at photograph and film sessions and to pose from time to time in his hockey equipment for pictures and films as may reasonably be required by or on behalf of the Club, the WHL and/or the CHL and their respective agents, licensees, contractors, successors and assigns. The Club, the WHL and the CHL, as applicable, shall pay or reimburse or cause to be paid, as the case may be, the reasonable costs and expenses incurred by the Player to attend such photograph or film sessions.

- b) The right to use the Player's name, image, photograph, likeness, statistical record and biographical information in connection with the WHL and/or CHL hockey cards and/or other souvenir material relating to the Club, the WHL and/or the CHL shall, during the Term of this Agreement and any time thereafter, be the sole and exclusive property of the Club, the WHL and the CHL.
- 4.5 The Player agrees not to use his own name, image, photograph, likeness, statistical record and biographical information in conjunction with logos, trademarks or copyrights of the Club, the WHL or the CHL, without the prior written consent of the Club, the WHL or the CHL, as applicable.
- 4.6 Except as provided in this Agreement, the Player will not, during the Term of this Agreement, be restricted from otherwise utilizing his own name, image, photograph, likeness, statistical record or biographical information provided such use does not conflict with the business affairs of the Club and the WHL. Except as provided in paragraphs 4.4 and 4.5, at the expiration of the Term of this Agreement, the Player shall not be restricted from utilizing his own name, image, photograph, statistical record or biographical information in any marketing or advertising materials.
- 4.7 Except as provided in this Article 4, the Club, the WHL and the CHL shall not utilize the name, image, photograph, likeness, statistical record or biographical information of the Player in connection with any commercial endorsements of particular products, services, firms or corporations, without the prior written consent of the Player.

ARTICLE 5 - OBLIGATIONS OF THE CLUB

- 5.1 The Club covenants and agrees:
- a) to provide the Player in each Hockey Season with professional coaching and training in the fundamentals of hockey together with supervised training periods and other assistance the Club deems necessary, acting reasonably, to enable the Player to develop his hockey playing skills and abilities;
- b) to provide the Player with room and board accommodation, during the Hockey Season, in the city where the Club is located; such accommodation will be subject to approval of the Player's parents or guardian, as applicable;
- c) to sign the Player to a Hockey Canada or USA Hockey major junior hockey playing card, as applicable;
- d) to provide the Player during the Hockey Season with full WHL officially licensed hockey-playing equipment, including sticks, skates, and other miscellaneous hockey equipment reasonably necessary for playing the game of hockey and for the safety of the Player;

- e) to provide the Player with travel, accommodation and meals when traveling with the Club for away games during the Hockey Season;
 - f) to provide the Player with regular medical attention, as required, for the assessment and rehabilitation of injuries which the Player may sustain during the Hockey Season;
 - g) to provide the Player with out of country medical coverage;
 - h) to provide the Player with medical and dental insurance coverage through the Hockey Canada national insurance program, for hockey related injuries;
 - i) to provide the Player, upon request, with a copy of the Hockey Canada national insurance manual outlining coverage applicable to the Player;
 - j) to retain, as required by paragraph 2.5, qualified tutors and educational advisors, as deemed reasonably necessary, to assist the Player in his academic studies;
 - k) to cause the Club's representatives to conduct themselves, at all times, both on and off the ice, in a manner consistent with good standards of honesty, decency, morality and fair play; and
 - l) to make available to all professional hockey organizations and others, during and at the completion of the Player's eligibility to play in the WHL, all relevant data, information and statistics reasonably required to enable the Player to pursue or initiate a professional or other hockey career.
- 5.2 The Club shall not provide nor does it undertake to provide the Player with any disability insurance coverage; any disability insurance coverage of the Player shall be obtained by the Player and shall be the sole and exclusive responsibility and obligation of the Player and shall be at the Player's own cost and expense should the Player desire such coverage.

ARTICLE 6 - MEDICAL EXAMINATIONS

- 6.1 Prior to the commencement of each Hockey Season and from time to time, at the request of the Club, acting reasonably, during the Hockey Season, the Player will submit to and undergo a thorough medical examination with a qualified physician approved by the Club. If, as a result of such medical examination, it is the opinion of the physician acting reasonably, that the Player is not medically fit to play the game of hockey other than as a result of an injury sustained by the Player to which the provisions of paragraphs 11.2 and 11.3 are applicable, then the Club will have the option of terminating this Agreement on written notice to the Player personally delivered by the Club to the Player within seven (7) days following such examination; the Club will set out in the notice the reasons why the Club has terminated this Agreement and will include with the notice a copy of the physician's report and the physician's professional qualifications. Upon such termination of this Agreement by the Club, the provisions of paragraph 10.2 will apply.
- 6.2 The Player may at any time, acting reasonably, obtain, at his cost, any medical assessments of an injury that the Player deems necessary; the Club will assist the Player in obtaining any such medical assessments.

ARTICLE 7 – CLUB RULES AND SANCTIONS

- 7.1 The Club may, from time to time, acting reasonably in accordance with guidelines approved by the WHL, establish rules applicable to all the Club's players, governing the conduct, behavior and physical condition of the Club's players generally. Such rules will be provided by the Club to the Player and will

form part of this Agreement. The Club may, for any material violation by the Player of such rules, with the prior written approval of the WHL, either:

- a) impose a suspension, in accordance with guidelines approved by the WHL, whereby the Player will be suspended, from further play with the Club. During the period of such suspension the Player will not be entitled to receive the Allowance provided for under the provisions of this Agreement, or
- b) impose further sanctions, in accordance with guidelines approved by the WHL, as deemed necessary by the Club.

In imposing any suspension or sanction, the Club and the WHL shall at all times act reasonably having regard to the degree of severity of the violation by the Player, the suspensions and sanctions historically imposed by the Club and the WHL on its players for similar violations and the guidelines approved by the WHL.

- 7.2 The Player acknowledges that the Club has the authority to carry out any order or directive of suspension or expulsion rendered against the Player by the WHL, the CHL, Hockey Canada, USA Hockey, or any like provincial, state or federal governing hockey association in Canada, Europe or the United States of America. In the case of a suspension, at the discretion of the Club, the Allowance of the Player will cease to be paid during the period of the suspension. In the case of an expulsion from the WHL, this Agreement may, at the option of the Club, be terminated on written notice to the Player personally delivered by the Club to the Player within seven (7) days following such expulsion; the notice will set out in reasonable detail the reasons why the Club has terminated this Agreement. Upon such termination of this Agreement by the Club, the provisions of paragraph 10.2 will apply.

ARTICLE 8 - ASSIGNMENT

- 8.1 a) Except as provided in paragraph 8.2 and subject to the regulations of the WHL in place from time to time, the Club will have the right to assign, trade or otherwise transfer this Agreement to any other member franchise of the WHL (the "Assignee").
- b) Upon any assignment, trade or other transfer of this Agreement to the Assignee, each of the Player and the Assignee will be bound by and will dutifully fulfill their respective obligations under this Agreement as if the Player and the Assignee were original parties to this Agreement; further,
- i) the Club will be and remain liable to the Player under paragraph 3.1 for financial assistance which the Player is qualified to receive pursuant to paragraph 3.1(a)(i) prior to the date of such assignment, trade or other transfer of this Agreement, and
 - ii) the Assignee will be and remain liable to the Player under paragraph 3.1 for financial assistance which the Player is qualified to receive pursuant to paragraph 3.1(a)(i) subsequent to the date of such assignment, trade or other transfer of this Agreement.

For greater certainty, if the Player is on the Assignee's roster at any time on or after January 10 of any year, then the Assignee will be and remain liable to the Player in accordance with paragraph 3.1 for one academic year, notwithstanding that the Player was not on the Assignee's roster at any time prior to January 10 of that year. In the event of such assignment, trade or other transfer of this Agreement, the Player will receive the benefits under paragraph 3.1(a)(i) firstly from the Club and at such time when those benefits for which the Club is liable to the Player have been fully utilized by the Player, the Player will then receive the benefits under paragraph 3.1(a)(i) from the Assignee for which the Assignee is liable to the Player, in accordance with WHL Regulations

- 8.2 The Club will not, during the term of this Agreement, assign, trade or otherwise transfer this Agreement during the Christmas period of any Hockey Season with the dates to be determined each year by the WHL.
- 8.3 This Agreement shall be binding and remain in full force and effect for the Term of this Agreement, even if the WHL should change its name, or withdraw from membership in the CHL or Hockey Canada. In the event the Club ceases to operate or to be a member franchise of the WHL, then the WHL may, notwithstanding the provisions of paragraph 8.2, at any time, assign, trade or otherwise transfer this

Agreement to any other member franchise of the WHL (the "Assignee") in which case the provisions of paragraph 8.1 shall apply to the Player and the Assignee and the WHL will be and remain liable to the Player under paragraph 3.1 for financial assistance which the Player is qualified to receive pursuant to paragraph 3.1(a)(i) prior to the date of such assignment, trade or other transfer of this Agreement. In the event of such assignment, trade or other transfer of this Agreement, the Player will receive the benefits under paragraph 3.1(a)(i) firstly from the Assignee and when those benefits for which the Assignee is liable to the Player have been fully utilized by the Player, the Player will receive the benefits under paragraph 3.1(a)(i) for which the WHL, in accordance with this paragraph 8.3, is liable to the Player.

ARTICLE 9 - REMEDIES OF THE PLAYER

- 9.1 a) In the event of any breach by the Club of any of its obligations under this Agreement, the Player may give written notice of the nature of the breach to the Club and to the WHL. If the breach is not remedied by the Club within ten (10) days of receipt by the Club of such written notice, then on further written notice by the Player to the Club specifying that the breach has not been remedied by the Club, this Agreement will be null and void and of no further force or effect, except for the obligations of the Club to the Player under Articles 2 and 3 which will remain in full force and effect. Upon such termination, the Player shall forthwith be released by the Club in accordance with the WHL and CHL regulations.
- b) Should the Player be entitled to any benefits under the WHL Scholarship Program, the Club will, at the time of termination of this Agreement, outline in writing to the Player, any benefits through the WHL Scholarship Program which the Player is entitled to under the terms of this Agreement.
- c) In any dispute between the Club and the Player, either the Club or the Player may at any time refer the matter in dispute to the WHL for determination.

ARTICLE 10 - REMEDIES OF THE CLUB

- 10.1 a) In the event of any breach by the Player of any of his obligations under this Agreement, the Club may give written notice to the Player of the nature of the breach. If the breach is not remedied by the Player within ten (10) days of receipt by the Player of such written notice, then on further written notice by the Club to the Player specifying that the breach has not been remedied by the Player, this Agreement will be null and void and of no further force or effect, subject to the provisions of paragraph 10.2.
- b) Notwithstanding the provisions of paragraph 10.1(a), the Club may terminate this Agreement on written notice to the Player, upon the occurrence of any one of the following events, subject to the provisions of paragraph 10.2:
- i) if the Player defaults, refuses, or neglects to provide his services as a hockey player in accordance with paragraph 4.1;

- ii) if the Player defaults, refuses or neglects to obey the rules and regulations, directions and instructions reasonably established by the Club, in accordance with guidelines approved by the WHL, governing training, conduct and behaviour of all players on the Club and such default, refusal or neglect reasonably constitutes a material violation of the rules, regulations, directions and instructions of the Club, in accordance with guidelines approved by the WHL, applicable to all the Club's players; or
 - iii) if the Player fails, in the opinion of the Club, acting reasonably, to demonstrate sufficient skill, competence and ability as a hockey player at the time of termination to retain a position as a hockey player on the Club's roster.
- c) Should the Player be entitled to any benefits under the WHL Scholarship Program, the Club will, at the time of termination of this Agreement, outline in writing to the Player, any benefits through the WHL Scholarship Program which the Player is entitled to under the terms of this Agreement.
 - d) In any dispute between the Club and the Player, either the Club or the Player may at any time refer the matter in dispute to the WHL for determination.

10.2 Upon termination of this Agreement by the Club for any reason:

- a) the Allowance in paragraph 2.1 shall forthwith cease to be payable by the Club to the Player. The Player shall be entitled to retain any portion of the Allowance which, prior to termination, had been paid to the Player;
- b) the Club shall remain liable for its obligations to the Player for travel expenses pursuant to paragraph 2.4;
- c) subject to the provisions of paragraph 8.1(b), the Club shall remain liable for its obligations to the Player for financial assistance pursuant to paragraph 3.1; and
- d) provided the Player has not been retained by the Club on the Club's WHL 50 Player Protection List, the Player shall forthwith be released by the Club in accordance with the WHL and Hockey Canada regulations.

ARTICLE 11 - PHYSICAL CONDITION AND INJURIES

- 11.1 If, in the opinion of the Club acting reasonably, the Player is not in sufficient physical condition, other than as a result of an injury sustained by the Player while performing his obligations under this Agreement, to enable him to play hockey for the Club in an acceptable manner, the Club may, at its option and with the consent of the WHL, either suspend the Player for the period of such incapacity or terminate this Agreement upon written notice to the Player which notice will set forth the Club's reasons for termination. During the period of any such suspension, the Club will not be obligated to pay or reimburse or cause to be paid, as the case may be, the Player the Allowance provided for in paragraph 2.1. If the Club elects to terminate this Agreement, then the provisions of paragraph 10.2 shall apply.
- 11.2 If the Player is injured in an activity, other than in the performance of his obligations under this Agreement or an activity the Player is involved in as part of his training, that is not scheduled, organized or sanctioned by the Club and if as a result the Player is unable to play hockey for the Club in an acceptable manner for any part of the Hockey Season, the Club may, at its option and with the consent of the WHL, either suspend the Player for the period of such incapacity or terminate this Agreement upon written notice to the Player which notice will set forth the Club's reasons for termination. During the period of any such suspension, the Club will not be obligated to pay or reimburse or cause to be paid, as the case may be, the Player the Allowance provided for in paragraph 2.1. If the Club elects to terminate this Agreement, then the provisions of paragraph 10.2 shall apply. Except as provided herein,

the Player hereby discharges the Club from any and all obligations, responsibilities or monetary compensation of whatever nature that the Player might claim by virtue of this Agreement.

- 11.3 If the Player is injured in the performance of his obligations under this Agreement or an activity that is scheduled, organized or sanctioned by the Club, the Club shall pay or reimburse or cause to be paid, as the case may be, all reasonable medical and dental expenses the Player incurs in the treatment of his injury together with the expenses of all prescription drugs and medical equipment reasonably required in relation thereto. During the period of such injury, the Player shall be entitled to all the benefits of this Agreement as if the Player had not been injured and was playing. The Player may at any time, acting reasonably, obtain, at his cost, any further medical assessments of the injury he deems necessary; the Club will assist the Player in obtaining such further medical assessments.

ARTICLE 12 - COMPENSATION FOR DEVELOPMENT OF THE PLAYER

- 12.1 If the Player, has not completed his eligibility to play in the WHL, the Player shall not, during the Term of this Agreement, enter into a contract to play hockey for a professional hockey team unless;
- a) the Player has obtained a written release from the WHL, and
 - b) the Club has been paid the sum of \$200,000 in the currency where the Club is located, either by the Player or the professional hockey team with whom the Player has entered into such a contract.

The foregoing provisions of this paragraph 12.1 do proviso does not apply in circumstances where the Player is released by the Club and, in accordance with the WHL regulations, enters into a contract to play for a professional hockey team that is a member of a league that has a written agreement with the WHL covering compensation for player development.

ARTICLE 13 – GENERAL

- 13.1 If the whole or any portion of this Agreement or the application to any circumstance is held invalid, illegal or unenforceable to any extent that does not affect the operation of this Agreement in a fundamental way, the remainder of the provision in question, or its application to any circumstance other than to which it had been held invalid, illegal or unenforceable and the remainder of this Agreement shall not be affected thereby and shall be valid, legal and enforceable to the fullest extent permitted by law.
- 13.2 The parties agree that for any litigation arising from this Agreement, the courts of the province of Canada or the state of the United States of America where the Club is located shall have exclusive jurisdiction to determine the issue, according to the laws of such province and country or such state and country, regardless of where the Player or the Club may have executed this Agreement.
- 13.3 Any notice required, permitted or contemplated in this Agreement shall be in writing. Any notice required to be given by the Player to the Club and the WHL will be personally delivered to the address of or sent by fax to the Club and the WHL, respectively, particulars of which are set forth in the WHL Standard Player Agreement. Any notice required to be given by the Club to the Player shall, during the Hockey Season, be personally delivered to the Player, otherwise any such notice shall be personally delivered to the Player at the address of the Player set forth in the WHL Standard Player Agreement Execution Schedule or sent by fax to the Player at the fax number set forth in the WHL Standard Player Agreement Execution Schedule. Any notice to a parent or guardian of the Player shall be delivered to the address of the parent or guardian or sent by fax, particulars of which are set forth in the WHL Standard Player Agreement Execution Schedule. Any party to this Agreement may change its address for service by providing written notice to the other parties.

- 13.4 Except for an assignment, trade or other transfer of this Agreement in accordance with the provisions of Article 8, this Agreement is not assignable by either the Player (or, if applicable, the Player's parent or guardian who is a signatory to this Agreement) or the Club.
- 13.5 The contents of this Agreement are strictly confidential to the parties hereto. Any reproduction or distribution of this Agreement by the Player or the Players parents or guardian, without the prior written consent of the WHL, is strictly prohibited.



Western Hockey League
Father David Bauer Arena
2424 University Drive NW, Calgary, Alberta, Canada T2N 3Y9
Phone: (403)693-3030 Fax: (403)693-3031
info@whl.ca www.whl.ca



WESTERN HOCKEY LEAGUE
STANDARD PLAYER AGREEMENT

EXECUTION SCHEDULE

V19970



Agreement dated effective September 15, 2011

Between the Tri-City Americans, hereinafter referred to as the "Club",

a member franchise of the Western Hockey League, hereinafter referred to as the "WHL",

And LUKAS WALTER, hereinafter referred to as the "Player".

The parties hereto mutually covenant and agree to the following:

1. Interpretation:

- (a) "Agreement" or "this Agreement" means this agreement between the Club and the Player and is inclusive of the WHL Standard Player Agreement Terms and Conditions Schedule.
- (b) The WHL Standard Player Agreement Terms and Conditions Schedule (hereinafter referred to as the "Terms and Conditions Schedule") is hereby incorporated by reference and forms part of this Agreement.
- (c) Words and phrases not defined in this WHL Standard Player Agreement have the meaning ascribed to them in the Terms and Conditions Schedule.
- (d) The "WHL Scholarship Program" has the meaning ascribed to that term in the Terms and Conditions Schedule.

- 2. Term:** Subject to the terms and conditions of this Agreement, the Club hereby retains the services of the Player for a period of 3 years commencing with the 2011 to 2012 Hockey Season and ending with the 2013 to 2014 Hockey Season (the "Term"). For the purposes of this paragraph and this Agreement, the "Hockey Season" means that period of time commencing with the start of the WHL's regular season schedule in the month of September in any given year through to and ending in the following calendar year at the end of the later of: (a) the WHL's regular season schedule in the month of March, or (b) the Club's participation in the WHL playoff season should the Club qualify for the WHL playoffs, including the Club's participation, if any, in the Memorial Cup Championship.

- 3. Remuneration:** In consideration of the Player providing his services as a hockey player and otherwise to the Club, and in further consideration of the Player playing hockey exclusively for the Club during the Term of this Agreement, the Club agrees, subject to the limitations, restrictions, provisions and exceptions contained in this Agreement:

- (a) to pay or reimburse or cause to be paid, as the case may be, the Player an allowance (the "Allowance") as follows, in the currency of the country where the Club is located, in accordance with the regulations of the WHL in place from time to time:

HOCKEY SEASON	ALLOWANCE (dollars/month)
2011 to 2012	\$ 200.00
2012 to 2013	\$ 240.00
2013 to 2014	\$ 600.00
20 to 20	\$
20 to 20	\$

(b) to pay or reimburse or cause to be paid, as the case may be, the reasonable expenses in accordance with the provisions of Article 2 of the Terms and Conditions Schedule associated with the following:

- (i) the Player's room and board;
- (ii) the Player's travel expenses incurred:
 1. for moving from his normal and regular place of residence to the city where the Club is located for the purpose of reporting to the Club at the commencement of each Hockey Season;
 2. in returning to his normal and regular place of residence following the conclusion of each Hockey Season; and
 3. for one return trip during the Christmas holiday season of each Hockey Season from the city where the Club is located to his normal and regular place of residence;
- (iii) the Player's enrollment in a high school or post-secondary educational institution, for the fall and winter term, including tuition fees, compulsory student fees and textbooks directly related to the Player's course of study; and
- (iv) tutors and educational advisors as deemed reasonably necessary to assist the Player in his academic studies during the fall and winter term.

4. **WHL Scholarship Program:**

- (a) In accordance with the provisions of Article 3 of the Terms and Conditions Schedule, the Club agrees to pay or reimburse or cause to be paid, as the case may be, the Player's educational expenses to enroll in and attend a designated publicly funded post secondary educational institution based on the assessment for a full-time student, following completion of the Player's WHL playing career, including tuition fees, compulsory student fees, and textbooks directly related to the Player's course of study of which payment will be made in the currency of the country where the designated publicly funded post-secondary institution is located in accordance with tuition and fees published in the official calendar of that year.
- (b) The Player designates the following publicly funded post-secondary educational institution in a province of Canada or a state of the United States of America where the Player normally and regularly resides, as the "designated post-secondary educational institution" for the purposes of paragraph 3.1 in the Terms and Conditions Schedule:

UNIVERSITY OF BRITISH COLUMBIA (Name of Post Secondary Institution)

- 5. **Binding Commitment:** The parties hereto hereby accept and agree to the terms, conditions, covenants, agreements and obligations of each other set forth and contained in this Agreement.
- 6. **Time:** Time shall be of the essence of this Agreement.
- 7. **Entire Agreement:** This Agreement, inclusive of the Terms and Conditions Schedule which is incorporated herein by reference and forms part hereof, constitutes the whole and entire agreement between the parties hereto and cancels and supersedes any oral and prior agreements, undertakings, declarations, representations and warranties, written or verbal, between the parties hereto.
- 8. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the province of Canada or the state of the United States of America, as applicable, where the Club is located.
- 9. **Acknowledgement:** Each of the Player and, if applicable, the Player's parent or guardian who is a signatory to this Agreement, acknowledges that he has read and understands the contents of this Agreement.

In Witness Whereof, the parties have executed this Agreement effective as of the date set forth above and are in agreement with all terms and conditions contained herein:

WHL MEMBER CLUB:

Tri-City Americans
WHL Member Club

September 15, 2011
Date of Execution

Bob Tory
Authorized Signing Officer -
WHL Member Club


Signature - Authorized Signing Officer -
WHL Member Club

Address of WHL Member Club: 7100 W. Dufault Ave. Kennewick, WA, USA, 99336

Phone No: (509) 736-0606

Fax No: (509) 783-4591

PLAYER:

LUKAS WALTER
Print Name - Player

September 15, 2011
Date of Execution

Signature - Player


Witness as to Signature of Player

Home Address:
25645-82 Ave. Langley BC

Phone No: 604 882-3814

Fax No: 604 882-3815

Note: In the Provinces of Manitoba, Saskatchewan and Alberta and the States of Washington and Oregon, a parent or guardian must execute this Agreement if, at the time of execution of this Agreement by the Player, the Player is under the age of eighteen (18) years. In the Province of British Columbia, a parent or guardian must execute this Agreement if, at the time of execution of this Agreement by the Player, the Player is under the age of nineteen (19) years.

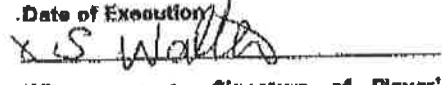
PARENT OR GUARDIAN OF PLAYER:

Print Name - Player's Parent or Guardian

Sept 15, 2011

Date of Execution

X 
Signature - Player's Parent or Guardian


Witness as to Signature of Player's Parent or Guardian

25645-82 Ave Langley BC v1mams
Address of Player's Parent or Guardian:

Phone No: 604 882-3814

Fax No: 604 882-3815

APPROVED BY WESTERN HOCKEY LEAGUE:

Ron Robison
WHL Commissioner

SEPT 16, 2011

Date of Execution


Signature - WHL Commissioner

WHL Office Address: #1 - 3030 Sunridge Way NE, Calgary, Alberta, Canada T1Y 7K4
Phone No: (403)693-3030 Fax No: (403)693-303



WESTERN HOCKEY LEAGUE
STANDARD PLAYER AGREEMENT



ADDENDUM

Amending Agreement dated effective September 15, 2011

Between the Tri-City Americans, hereinafter referred to as the "Club",

a member franchise of the Western Hockey League, hereinafter referred to as the "WHL",

And LUKAS WALTER, hereinafter referred to as the "Player".

The parties hereto mutually covenant and agree to the following:

- 1. Statement of Principle:** Notwithstanding the provisions of paragraph 7 of the WHL Standard Player Agreement, this Amending Agreement is supplemental to and amends the agreement dated September 15, 2011 (the "Agreement") between the Club and the Player. The provisions of the Agreement are conclusively deemed to have been amended, modified and supplemented by this Amending Agreement.
- 2. Construction:** This Amending Agreement and the Agreement shall have effect as far as practicable as though the provisions hereof and thereof were contained in one instrument.
- 3. Amendments:** The Agreement shall be and is hereby amended, modified and supplemented as follows:

LUKAS will receive his first year of WHL educational assistance upon playing one exhibition game in the 2011-12 season for the Tri-City Americans.

In Witness Whereof, the parties have executed this Amending Agreement effective as of the date set forth above and are in agreement with all terms and conditions contained herein:

WHL MEMBER CLUB

Tri-City Americans
WHL Member Club

Date of Execution: September 15, 2011

Signature - Authorized Signing Officer

PLAYER

Signature - Player

Date of Execution: September 15, 2011

Witness as to Signature of Player

PARENT OR GUARDIAN OF PLAYER

Signature - Player's Parent or Guardian

Date of Execution: September 15, 2011

Witness as to Signature

APPROVED BY WESTERN HOCKEY LEAGUE

WHL

SEPT 16, 2011

sworn before me, this 20th
day of February 2015

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:
 - a) are written on its standard agreement form;
 - b) are signed by both the Player and the Ontario Hockey League club, and
 - c) have been 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.

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

Agreement between (name of club) [redacted] (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") [redacted]

2. TERM OF THE AGREEMENT

- a) The Club, under the terms of this agreement, retains the services of the Player for a period of 3 year(s), beginning on the 12th day of Sept., 2007 and ending on the 12th day of Sept., 2010

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, 2010, 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 allowance 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.

4. DUTIES OF THE PLAYER

- 4.1 The Player agrees to give his exclusive 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. The Club will consent in participation by the Player in the CHA 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; and
 - 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 education to the maximum reasonable extent.

5. PUBLICITY

- 5.1 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.

- 5.2 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.

- 5.3 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 allowances and benefits to the Player set forth in Schedule "A".
- 5.4 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.
- 5.5 The Club recognizes that, except as contemplated hereby, the Club shall not restrict the Player in the personal use of the Player's image.
- 5.6 The Club 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.

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.

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 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 judgement 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 CHA 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 judgement 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 herein 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 and to compel the Player to honour his obligations under this agreement 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 assign, 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 assigned 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 player's 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 allowance 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:
- if the Player defaults, or refuses or neglects to provide the services agreed upon in this agreement;
 - 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;
 - 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
 - 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's 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 playing agreements with organizations other than the Club, provided however that the Player may not enter into a hockey playing agreement with a CHL team other than the Club as long as the Player is included on the protection 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 allowances and financial benefits 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 Constitution, 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 attest to the jurisdiction of the courts of the Province of Ontario.

SCHEDULE A

1. ALLOWANCES

- 1.1 The Club shall pay (in the currency of the country in which the Club is situated) to the Player, the following sums as an allowance for the Player's exclusive services:

Season	Amount of Allowance	Timing of Payment
07-10	\$65. per week	every 2 week
	\$15. to be held in trust.	
10-11	\$150. per week	

- 1.2 Payment of the allowances to the Player shall be made commencing on the 2nd week of regular season. 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 of employment 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 reasonable cost of school tuition and of school materials;
 - 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 travel expenses from the Player's domicile to the Club's training facilities or other location specified by the Club. At Christmas time, the Club will pay for the reasonable cost of return transportation to the Player's domicile and at the end of the season, the Club will pay for the reasonable cost of direct transportation to the Player's domicile, provided that all such travel is within North America;
 - Reasonable travelling, 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 CMA National Comprehensive Insurance Programme, a summary of which shall be available from the Club or the OHL.

2. CONTRIBUTION TO PLAYER DEVELOPMENT: DUTIES OF THE CLUB

- 2.1 The Club agrees to provide the Player with:
- training facilities and hockey equipment suitable for the use in playing hockey for the Club;
 - 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; and
 - during the term of this agreement, the Club agrees to provide counselling where necessary with regard to the Player's schooling and school activities, to provide a tutor as necessary, and to provide monthly progress reports to the Player's parents regarding the Player's school activities and performance.

3. PLAYER BONUS BASED ON TEAM PERFORMANCE

- 3.1 The Player shall be entitled to the bonuses, if any, set forth in Schedule "B" up to maximum permitted by OHL By-Laws.

EXECUTION BY PARTIES

IN WITNESS WHEREOF, the parties hereto have signed and set their seals hereunto this 12th day of September, 2007

SIGNED SEALED AND DELIVERED IN THE PRESENCE OF

Name of Club
By: Authorized Signing Officer (Title)
Signature of Player
Home Address of Player

Witness

Jan. 27th-1990

Date of Birth of Player

Player's Social Insurance Number

ACKNOWLEDGEMENT OF PARENT OR GUARDIAN OF PLAYER

I/We, Milan Doczy parent(s) or guardian(s) of Milan Doczy (the "Player") a Player signing the Standard Player Agreement with the Ontario Hockey League Club Owen Sound Attack (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. 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

NOTE: Agreement must be filed with either Certificate of 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 "B" TO THE ONTARIO HOCKEY LEAGUE
STANDARD PLAYER AGREEMENT**

THIS AGREEMENT MADE IN TRIPPLICATE THIS 12th DAY OF September, 2007

AMONG:

[REDACTED]
(Hereinafter called the "CLUB")

OF THE FIRST PART

AND:

[REDACTED]
(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 [REDACTED], in the Province/State of Ontario

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 sign a Canadian Hockey Association "CHA" 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 Parents have an obligation to provide financial support to the Player;

1.07 AND WHEREAS the Player may suffer an injury during the currency of that contract which prevents him from pursuing a professional hockey career;

1.08 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;

1.09 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.

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 sign a Canadian Hockey Association - Ontario Hockey League Major Junior Playing Card (the "CARD") with the Club upon presentation of same to the Player by the Club;

2.02 to sign the Ontario Hockey League Standard Player Agreement Form. The Agreement herein shall be deemed to have been incorporated into the OHL Standard Player Agreement;

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 at 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 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 to sign the Player to an Ontario Hockey League Standard Player Agreement form;
- 4.02 to sign the Player to a Canadian Hockey Association Playing Card;
- 4.03 to pay to and/or provide the Player with 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 paid to the Players - Fifty Dollars (\$50.00) per week in each year of the agreement from the commencement of Training Camp until the conclusion of the Club's schedule, including the playoffs;
- 4.04 to provide 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. The Club shall also satisfy 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;
- 4.05 to provide the Player with full playing equipment, including sticks and skates of the Player's choice within the Canadian Hockey League Licensed Supplier Agreements;
- 4.06 to provide and pay for 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. 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;
- 4.07 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;
- 4.08 to provide the Player with access to the Club's academic advisor throughout the course of the season, school year and summer, if necessary;
- 4.09 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;

4.10 the Club agrees to pay all reasonable medical and dental fees in accordance with the National Insurance Program as provided in the Canadian Hockey Association 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.

4.11 the Club shall allow the Player to participate in all National Team try-out camps and games conducted by the player's former Federation subject to the IIHF Transfer Regulations governing International competitions, the CHL Prospects Game, and the Ontario Hockey League All-Star Game. Participation in these camps or games will not affect any parties obligations under this Agreement.

ARTICLE 5.00 CAREER ENDING INSURANCE

5.01 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 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.

ARTICLE 6.00 GENERAL

6.01 The Player and Parents agree that the terms of the Letter of Agreement herein 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 _____

WITNESS _____

WITNESS _____

WITNESS _____


HOCKEY CLUB


PLAYER

PARENT

PARENT

sworn before me this 20th day of August 2013

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 (10) days from the date on which it is actually received in the Ontario Hockey

4. 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. 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) [redacted] (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) [redacted] ("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 4 year(s), beginning on the 5th day of June, 2010 and ending on the 31st day of May, 2014.

(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, 2013, 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, IHF 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:
- if the Player defaults, or refuses or neglects to provide the services agreed upon in this agreement;
 - 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;
 - 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
 - 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 5th day of June, 2010.

SIGNED SEALED AND DELIVERED IN THE _____
 PRESENCE OF _____ Name of Club

Witness _____ By: Authorized Signing Officer
 (Title: _____)

Signature of Player _____

Home Address of Player _____

February 15, 1994
 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
2010-11	league maximum	biweekly
2011-12	league maximum	biweekly
2012-13	league maximum	biweekly
2013-14	league maximum	biweekly

1.2 Payment of the fees to the Player shall be made commencing training camp. 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:

- a) 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;
- b) Reasonable travelling, 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) 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;
- f) 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
- g) 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:

- 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 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;
- e) 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:

- i) each Player is to be paid One Hundred Dollars (\$100.00) if his team wins the first round of the playoffs;
- ii) each Player is to be paid an additional One Hundred-Fifty Dollars (\$150.00) if his team wins the second round of the playoffs;
- iii) each Player is to be paid an additional Three Hundred Dollars (\$300.00) if his team wins the 3rd round of the playoffs; and
- iv) 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 EDUCATION PACKAGE FOR BOOKS, TUITION AND COMPULSORY FEES)

THIS AGREEMENT MADE IN TRIPPLICATE THIS 5th DAY OF June, 2010.

AMONG:

[REDACTED]

(Hereinafter called the "CLUB")

OF THE FIRST PART

AND:

[REDACTED]

(hereinafter called the "PLAYER")

OF THE SECOND PART

AND:

[REDACTED]

(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 [REDACTED], in the Province/State of [REDACTED]

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 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 University of Toronto (Name of School), up to a maximum of \$ 7466.00 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 situated 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

1. The Club agrees four years of scholarship is guaranteed upon dressing for one exhibition or regular season game in the 2010-11 season.
2. The Club agrees that any or all of the benefits set forth in Schedule A or in Schedule B shall continue for the player even though the player is injured and unable to play.
3. The Club agrees to provide the player with two (2) tickets for each home game.
4. The Club agrees to an escalator clause of 4% each year for the four (4) year term of the contract.
5. Player shall receive a travel allowance of \$100.00 per month for each month of the [REDACTED] playing season if he does not have a car, or \$200.00 for each month of the [REDACTED] playing season if he has a car.

AGREED TO IN THE PRESENCE OF:

WITNESS

HOCKEY CLUB

WITNESS

PLAYER

WITNESS

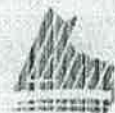
PARENT

WITNESS

PARENT



This is Exhibit S referred to in the
 affidavit of Andrew J. Eckhart
 sworn before me, this 20th
 day of February, 2015



Agreement between the Tigres de Victoriaville and [REDACTED]

1. **Disability insurance** : For the whole duration of his Major Junior stay, the Tigres commit to assume the cost of a disability insurance of two hundred thousand (200 000\$) in the name of [REDACTED]. This insurance will have to be purchased by [REDACTED] parents and will be refunded by the Tigres, on presentation of justificatory documents.
2. **Summer training** : For the whole duration of his Major Junior stay, The Tigres commit to refund his summer training expenses to [REDACTED], up to two thousand (2000\$) per year, on presentation of justificatory documents.
3. **No-trade clause** : At no time, the Tigres can concede [REDACTED] rights to another QMJHL team without his consent.
4. **University scholarship** : The Tigres commit to pay to [REDACTED] a scholarship of up to twelve thousand (12 000\$) for his University studies. This amount will be guaranteed as soon as [REDACTED] plays his first game in the QMJHL.
 - 4.1 To be eligible to the 4th clause, [REDACTED] must first qualify to obtain the QMJHL scholarship of a total amount of sixteen thousand (16 000\$).
http://www.lhmq.gc.ca/navcache/getcontents.php?currentpath=/root/Education/Programme_bourses_20071002.odf
 - 4.2 If [REDACTED] receive a scholarship from a Canadian University, the amount of this scholarship will be deducted from the scholarship mentionned at clause 4.
 - 4.3 There will be a possibility of a 10% increase to the amount mentionned at clause 4 in case of school fees rise, up until the end of [REDACTED] Major Junior stay.
 (In 2008, the University fees for the obtention of a baccalaureate in a Canadian University were 28000\$)
 - 4.4 Every scholarships given by the Tigres to [REDACTED] throughout his Major Junior stay will be deducted from the amount mentionned at the clause 4.
 - 4.5 At the end of his Major junior stay, [REDACTED] will be able to, for a season, try out for a place in a professionnall hockey league, and this, without compromising the obtention of his scholarships (QMJHL and Tigres) as mentionned in the QMJHL scholarship program 4.1.4
 - 4.6 If [REDACTED] signs a professionnall contract(NHL, AHL Europe, the 4th clause is automatically canceled.
5. **Parents visits**: The Tigres commit to offer [REDACTED] parents (mother and father) the possibility to come visit their son throughout the season. The Tigres will take care of the expenses (transport, accommodation and hockey tickets) for a maximum of 3 stays, totalizing 12 days.

6. **Salary supplement** : The Tigres commit to double [redacted] weekly salary throughout his Major Junior stay except for his 20-year-old season. The payment of the additional amount will occur with the agent in the form of two annual payments.

7. **Performance bonus** : The Tigres will reward [redacted] with bonus related to his efficiency throughout the year.

- a) **Player of the week QMJHL 500\$**
- b) **Player of the week CHL 500\$**
- c) **Player of the year CHL 2000\$**
- d) **First-team All-Star QMJHL 1000\$**
- e) **Second-team All-Star QMJHL 500\$**
- f) **MVP QMJHL 1000\$**
- g) **NHL draft 1st round 5000\$**
- h) **NHL draft 2nd round 2500\$**
- i) **NHL draft 3rd 4th 5th round 1500\$**
- j) **NHL draft 6th 7th 8th round 1000\$**
- k) **Membre Team Canada Junior 1000\$**

8. **Confidentiality clause** : This agreement must remain confidential at all time between both party.

Signed in [redacted] Date : Sept 02 2008

[redacted]
Player

[redacted]

[redacted]

[redacted]

[redacted]

June 8, 2010

████████████████████
 ████████████████████
 ████████████████████

This is Exhibit T referred to in the
 affidavit of Andrew J. Echert
 sworn before me, this 20th
 day of February, 2015

[Signature]
 A commissioner for taking affidavits

Dear ██████████

This letter will serve to outline the terms and conditions of the agreement between ██████████
 ██████████ (the "Player"), and the ██████████, to have the
 Player as a playing member of the Club.

Commencement and Term of Engagement

The Agreement will commence on June 12, 2010 and will include the 2010-2011, 2011-2012, 2012-2013 and 2013-2014 seasons.

The Player will report to the Club at the start of the Club's training camp in August 2010.

No Trade Without Consent

The Player will sign a playing card exclusively with the Club and will be a member of the Club.

The Club will not assign, grant, gift, trade, release, loan or sell the Player's playing rights to any other club/team without the Player's written consent.

Post-QMJHL Education Assistance

After the Player's QMJHL career the Club will provide Educational Assistance to the Player in the amount of US\$23,750 per year for four (4) years while the Player attends an accredited college or university on a full-time basis.

Upon receiving official notification of the Player's enrolment as a full-time student at an accredited university or college Club will make payment of US\$11,875 to the player. Upon receiving official notification the Player has enrolled in the second term as a full-time student Club will pay additional US\$11,875 to the player. These semi-annual payments by the Club will continue for four consecutive years while the player is a full-time university or college student. Total Educational Assistance will not exceed US\$95,000.

Player agrees that he will begin his full-time university or college studies no later than the year of his 23rd birthday. Player and Club agree that if Player signs a contract with a National Hockey League Club, Player forfeits all Educational Assistance due under this agreement. Player becomes eligible to receive all Educational Assistance once he plays one game with the Club provided he remains available to play for the Club during the four seasons commencing with the 2010-11 season. Player will be deemed to be available to play if he is unable to play due to injury or illness, suspension, or in the event that the Player falls, in the opinion of the Club, to demonstrate sufficient skill and ability to deserve a position as a player with the Club.

In addition, the Player may be eligible for, subject to the rules of the QMJHL, a further educational grant amount per season (the "League Package"). The amount is currently valued at C\$5,000 per season (minimum of 20 games played per season in the QMJHL) for a maximum of four years. In the event the player qualifies for the League Package the Club's obligation under this agreement will be reduced by the amount Player receives from the League Package. In the event Player is eligible for the League Package player agrees to complete any documentation necessary to become eligible for League Package.

Medical

The Club will provide and cover the costs of a health insurance policy, covering both hockey-related and non hockey-related injuries or illnesses, as per normal Club policy.

In-Season and Off-Season Education Costs

The Club will cover and provide, as per normal Club policy, the enrolment costs which shall include tuition, books and other fees for the Player to attend a suitable academic institution while the Player is with the Club. Club will purchase a laptop for Player's use. Such educational costs, which would include costs associated with both High School and/or Post-Secondary classes, shall be in addition to the US\$95,000 payment for Post-QMJHL Education costs stipulated in this Agreement.

Parental Travel

The Club will provide US\$3,000 per season to defray costs of Player's family to travel to Halifax during the time the Player is with the Club.

Living Accommodation (Billeting)

The Club will provide to the Player for his entire period of stay a suitable billet family.

'Release' Costs

The Club will cover any reasonable costs associated with the 'release' of the Player from his previous Club.

Summer Training/Fitness

The Club will provide to the Player the services of the Club trainer for fitness support and guidance during the time the Player is with the Club.

In addition the Club will provide to the Player an allowance of US\$2,500 per season commencing with the summer of 2010 to be used to defray the costs of the Player's off-season conditioning.

Equipment

The Club will provide to the Player any playing equipment, as per normal Club policy, during the time the Player is with the Club.

Salary/Bonus

The Club will provide to the Player any salary/bonus according to the Club's existing policies during the time the Player is with the Club. In the event the Player is with the Club for the 2013-2014 season Player will receive the compensation mandated for 20-year-old players pursuant to league and Club policies.

Career-ending Disability Insurance

The Club will reimburse the family for the cost of a mutually-agreed upon career-ending Disability Policy providing an Insurance payout of C\$250,000 which will be in place commencing the first day of the Club's 2010 Training Camp and will remain in place while the Player is a member of the Club.

Player's Obligations

The Player agrees that he will be available to play for the Club commencing in August 2010.

The Player agrees to train to the best of his abilities mentally and physically and to carry himself as an elite level athlete both on and off the ice.

Governing Law

This Agreement shall be construed, interpreted and enforced according to the laws of the Province of Nova Scotia, Canada.

Confidentiality

Both parties agree that the contents and details of this Agreement shall remain personal and confidential as between the parties at all times and forever.

If the above terms and conditions are acceptable please sign below.

[Redacted Signature]

Date

[Redacted Signature]

Date

[REDACTED]

6-14-10

Date

[REDACTED]

6-14-10

Date

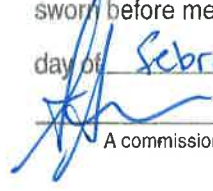
[REDACTED]

6-14-10

Date

This is Exhibit U referred to in the affidavit of Andrew S. Echard sworn before me, this 20th day of February, 2015

t f u y C r S ^



A commissioner for taking affidavits

- Home
- Mission
- CBA
- Contact

Official CHLPA Press Release August 17, 2012

- Player Login
- En Français

August 19, 2012 | Posted by admin in News and Updates
Home / News and Updates / Official CHLPA Press Release August 17, 2012

On August 9th, 2012, in Montreal, Quebec, the CHLPA (Canadian Hockey League Players Association) was officially formed. An official constitution was adopted and accepted by the players of the CHL/QMJHL, OHL, and the WHL. The PA then proceeded to elect its board members, and form their very first bargaining committee.

After numerous months of interviews and player surveys, the CHLPA has been supported and adopted by the majority of the players, and the agents that represent the players.

The player's support on this venture has been overwhelming, and we fully expect to have the majority of the players signed up within the next coming days.

The CHLPA fully expects the CHL and its member's clubs to recognize the PA as the official bargaining agent on behalf of the PA. If not, the PA is fully prepared to make an application to the labour board in each of the respective areas, including the USA.

During this time, the PA has conducted extensive interviews in search of the person that best reflects the CHLPA Mission and Mandate for the players of the PA. Having said that, in the interim, the PA, along with the support of the player's agents, will finalize the signup process that is required across Canada to make the necessary application at the labour board.

The goal for the PA is to achieve a fair and economically sound education package, without restrictions, for each player. Also, to not only negotiate with the CHL, but with Hockey Canada as well, for their use of the players in international events, to help support a better education package for all the players of the PA.

The PA feels that there is NO reason why players should have so many restrictions on the use of their education packages. As it stands now, the player, upon finishing his playing career, must execute that package in 18 months or forfeit it. That is one of the many unacceptable conditions in the standard contract as it stands now.

All players regardless of age, race, religion or creed, are represented by the CHLPA.

MISSION STATEMENT FOR CHLPA

"To represent all CHL players in a manner that is fair and equitable, always keeping in mind the physical, mental, educational and financial well-being of each player, now and in the future."

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August 22, 2012

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Toronto – There has been much media speculation in the previous two days surrounding the attempted organization of our 1,300 players by an organization called the Canadian Hockey League Players' Association.

To date, the league has not received any formal notification on the formation of this association or any intent to organize our players.

The CHL is comprised of the Western Hockey League, the Quebec Major Junior Hockey League, and the Ontario Hockey League. The league is recognized as the number one player development league in the world for the NHL, Canada's national teams and Canadian Interuniversity Sport hockey.

TAGS

chlpa

This is Exhibit ✓ referred to in the

affidavit of Andrew J. Eckhart

sworn before me, this 20th

day of February, 2015

[Signature]
A commissioner for taking affidavits

We are of the opinion that no junior hockey league in the world has made more changes to support the best interest of its players both on and off the ice as the CHL. This is evidenced by our drug education and anti-doping program, our concussion management program, numerous charitable programs and our Respect in Sport program as developed by Sheldon Kennedy in the area of player abuse.

In addition, the CHL provides North America's best player scholarship program, funded through the league's ownership.

Our league is comprised of 60 teams, all of which operate as individual corporate entities. Given this structure, any organization drive would be required to be at an individual team level.

This is Exhibit W referred to in the affidavit of Andrew J. Echart sworn before me, this 20th day of February, 2015
[Signature]
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Sports / Hockey

Hockey player Joshua Desmond files suit against CHL for unpaid wages

Joshua Desmond, a hockey player from Nova Scotia, has filed suit against the CHL for unpaid wages in what may be the first of several such suits.



FRANCIS VACHON / THE CANADIAN PRESS FILE PHOTO

Hockey player Joshua Desmond, formerly a defenceman for the Halifax Mooseheads, has launched a suit against the CHL for unpaid wages.

By: Robert Cribb Foreign, Published on Wed Oct 31 2012

A 19-year-old hockey player in Nova Scotia has filed the first in what could become a string of union-supported claims for unpaid wages against Canadian Hockey League teams.

Joshua Desmond, formerly a defenceman for the Halifax Mooseheads of the Quebec Major Junior Hockey League, filed a complaint with Nova Scotia's Labour Standards Division last Friday alleging he is owed "approximately \$12,000" based on average hours of work between August of last year and April of this year.

If successful, the complaint could open the door to a crush of similar claims worth potentially millions of dollars in retroactive pay.

"I am filing this complaint because I was not being paid minimum wage," Desmond wrote by hand on the complaint form.

He earned \$48 per week for approximately 41 hours of work, the complaint alleges.

Now playing for the Yarmouth Jr. A Mariners, the teen is being represented in his labour complaint by a lawyer with the newly minted Canadian Hockey League Players' Association.

"While I was playing, I never even thought about wages," said Desmond, who had five goals and 11 assists in 52 games with the Moosehead last year.

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 what I know about, it made me think about what I should do. I chose to do this.

Dave Branch, president of the CHL, said his league is not in violation of any federal or provincial laws.

"We look upon our players as student athletes. We've never considered ourselves professional. We are under Hockey Canada, which is the recognized amateur sports-governing body."

When the union first announced its plans in August, Branch issued a public statement saying, "No junior hockey league in the world has made more changes to support the best interest of its players both on and off the ice as the CHL."

Bobby Smith, owner of the Moosehead, said the wages earned by his players is only the beginning of the benefits they receive.

Travel expenses, summer training, strength and conditioning coaches and psychologists are all part of the compact, he says.

"For me, the deal is you're going to come and play for the Halifax Mooseheads and we'll do everything we can to make you an NHL player," he said in an interview. "If you don't have it in you, we're going to pay for your education. I think it's a pretty darn good deal and a far better deal than anyone might get if they said they deserved minimum wage."

Desmond's complaint appears to be just the first.

The union is "preparing for Quebec players to take legal action with the Labour Standards Commission to ensure ... they meet the minimum conditions of work in Quebec," said a French-language press release issued Tuesday. "Other CHL teams will soon be covered by similar approaches."

Asked how many more claims for unpaid wages are to come, CHLPA executive director Georges Laraque said, "it depends on how negotiation goes with the league. We have lawyers working for us in every province. We can reinforce the law."

The two sides have yet to meet.

The unpaid wages complaints are the latest — and perhaps most aggressive — strategy from the fledgling CHLPA.

Last week, the union, still uncertified in Ontario, threatened legal action in a letter to CHL president David Branch, his Ontario clubs and Hockey Canada president Bob Nicholson, alleging "blatant disregard for the bare minimum working standards that have been set for employees."

The letter claims the league has failed to pay minimum wage, overtime, severance or vacation pay to players, allegedly in breach of Ontario labour legislation.

"In the event that these ongoing violations are not immediately rectified, please be advised that we intend to commence legal proceedings," the union letter promises.

Laraque, president of the proposed union, says higher wages for players isn't the ultimate goal of the organization. The real aim is a better scholarship program for the vast majority of players who will not make the NHL or otherwise have careers in professional hockey.

Currently, a player who doesn't enrol in an educational program within 18 months of hanging up his skates loses access to the scholarship funds.

That's not enough time, says Laraque.

Minimum-wage demands like Desmond's are leverage for a scholarship extension, Laraque says; either the league needs to extend the time limit or face a flood of minimum-wage demands.

Branch said no requests for changes to the league's scholarship policy have been formally tabled by the union.

The 18-month limit for enrolment in a post-secondary program was the result of consultation with parents who told the league not to make the time frame too long, he said.

"They were concerned that the longer their kids were out of school, the less likely (it



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should go to school and get your education. It's something that we'll continue to have dialogue on with parents and players. We'll see."

The CHLPA has other legal irons in the fire, reaching into the United States.

The Star recently reported a legal opinion the union obtained from a U.S. law firm indicating it has a strong case against the CHL's eight U.S.-based teams for breaching American competition laws.

The opinion concluded that standardized wages given to players, regardless of their abilities or experience, may well be found in court to breach U.S. law.

"It seems abundantly clear that league-wide restrictions which set compensation scales, bonuses, and other remuneration without any reliance on the market constitutes an unreasonable restraint on trade," concluded the legal memo from the firm of Willig, Williams & Davidson.

"It is clear that the CHL, its member leagues, and member teams have restricted trade with respect to its players and has done so unreasonably."

Payments to CHL players in all three leagues are also uniformly fixed at \$35 per week for 16- and 17-year-olds, \$50 for 18-year-olds, \$60 for 19-year-olds, and \$125 per week by age 20, the memo says.

Laraque said if negotiations with the league fail, an anti-competition lawsuit will proceed in the U.S. on behalf of players on the CHL's eight American teams.

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Player's Copy

This is Exhibit X referred to in the affidavit of Andrew J. Eckart sworn before me, this 20th day of February, 2015

530

-13-

A commissioner for taking affidavits

SCHEDULE B: STANDARD CONTRACT -- 20-YEAR-OLD PLAYER

Agreement between

SAINT JOHN SEA DOGS, hereinafter called « the Club », member of the Quebec Major Junior Hockey League, hereinafter called « the League ».

and

LUKAS WALTER, hereinafter called « the Player ».

The parties agree as follows:

Rights and obligations of the parties

The Player bound by the Regulation of the QMJHL

The Player acknowledges to be bound by the Constitution, the Regulations, the Policies and the Directives of the QMJHL and to comply with their provisions throughout the player's association with the QMJHL as a 20 year old player.

Without limiting the general spirit of the previous paragraph,

- The Player hereby acknowledges to have received the QMJHL Regulation related to Rights and Obligations of Players (R-11) and its Education Policy (P-1), to have read and to understand their provisions;
- The player acknowledges that he has read article 3.1.3 of the present regulation on the rights and obligations of players (R-11) which pertains to the mandatory requirement that players wear a mouthguard, neck guard and visor. The player understands its content and agrees to comply. Therefore, the player agrees to clear, release and exonerate the League from any claim, action or cause of action in the event that the player fails to wear or use the mandatory protective equipment, that he wears or uses equipment which has been modified or altered in any way, that he wears or uses protective equipment which has not been authorized by the League;
- The player acknowledges that he has read article 3.2 of the present regulation on the rights and obligations of players (R-11) which pertains to the various medical requirements. The player understands its content and agrees to comply;
- The player acknowledges that this present contract terminates, cancels and replaces any existing standard contract, if any, between the player and the club,

Term of this agreement

Subject to the provisions of this agreement, the Club hires the Player for a period starting not sooner than the opening week of the regular schedule and ending immediately upon the occurrence of one of the following events: the release of the player by the Club, his exchange to another team of the League, the elimination of his team at the end of the regular schedule or during the playoffs, or at the end of the Memorial Cup contest.

In witness, thereof, the parties to this agreement have signed at the date and location indicated below.

(The contract is signed in four (4) originals: one for the Player, one for the Club and two for the League.)

Club member of the QMJHL

Name of the Club: SAINT JOHN SEA DOGS

Authorized signatory of the Club: MIKE KELLY

Signature: [Signature] at SAINT JOHN, this 10th day of September 2012

Date: Sept 10 2012

Address of the club: 99 STATION STREET, SUITE 200, SAINT JOHN N.B. E2L 4

Tel: 506 632 8153

Email: mike.kelly@SAINTJOHNSEA.DOGS.COM

Player

Name of the Player: LUKAS WALTER

Signature: [Signature] at SAINT JOHN, this 10th day of SEPTEMBER 2012

Permanent address of the Player: 25645 - 82ND AVE, LANGLEY BRITISH COLUMBIA V3M

Tel: 778 809 1055

Email: gm.walter@SHAW.CA

Approved by

Quebec Major Junior Hockey League

Commissioner: Gilles Courteau:

Signature: [Signature] at Boucherville, this 6th day of October 2013

This is Exhibit Y referred to in the
affidavit of Andrew J. Eckard
sworn before me, this 20th
day of February, 2015
[Signature]
A commissioner for taking affidavits



SEPTEMBER 2013



RIGHTS AND OBLIGATIONS OF PLAYERS

R-11 RIGHTS AND OBLIGATIONS OF PLAYERS

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ADOPTION, EFFECTIVE DATE AND AMENDMENTS

The present regulation was adopted by the Board of Governors on June 7th, 2013, and will come into force on July 1, 2013, effectively replacing all regulatory texts previously in force which pertain to the same topics.

Dates of subsequent amendments:

September 6th, 2013.

REGULATION OBJECTIVES

The goal of the present regulation is to clarify the status of the players who are called upon to play with each of the League's teams, to determine their rights and obligations, to determine the conditions which will or may be applicable to them and to detail the disciplinary measures applicable to the clubs regarding their adherence to the regulations which apply to the conditions granted to the players.

1. DECLARATION ON THE STATUS OF THE PLAYERS

1.1 League's Mission

The League and its clubs' mission, as worded in article 1.3 of the League's constitution, is to fundamentally guide regulations which apply to the conditions that the clubs must apply to the players who are part of their team.

Article 1.3 of the constitution: « *The League's mission is to develop players for professional hockey while supporting them throughout their academic endeavors in order to mold them into responsible and educated citizens. It must offer high entertainment value within a profitable framework in order to ensure the continued success of its activities.*»

1.2 Status of Players Ages 16 to 19

Players who belong to a club and who range in age from 16 years old to 19 years old are pursuing their academic careers while also benefiting from a framework which supports the development of their athletic potential as hockey players whose goal it is to pursue the practice of hockey at the professional level.

1.3 Status of 20 Year Old Players

Players who are 20 years old and who are retained by a team are young adults who are called upon to exercise their leadership abilities and to act as mentors towards their teammates. They are considered to be salaried employees of the club and will be paid accordingly.

2. CLUB'S RESPONSIBILITIES TOWARDS PLAYERS

2.1 Extent of the Club's Responsibilities

The club is responsible towards the players that it retains for its team, in accordance with League regulations. The club is responsible for providing lodging and meals, for supporting the players through their academic pursuits, for protecting their physical and mental health and for developing their athletic potential, to the extent possible, so that they may practice hockey at the professional level after their junior major career. The norms and standards of the clubs' responsibilities are determined by the present regulation, and by any other pertinent regulation, policy or directive issued by the Commissioner.

2.2 Duration of the Club's Responsibility towards its Players

The club's responsibility towards a player at the beginning of the academic semester or during the academic semester must be extended until the end of the academic semester, except in the following cases:

- The player voluntarily leaves the team;
- The player is traded, in accordance with the regulations which govern such trades. Consequently, the club's responsibilities will be transferred to the team which receives the player;
- The player is unable to practice the sport because of an injury which occurred during an activity which was not an activity required by the team, the League, the CHL or a national FIHG member organisation;
- The player refuses or neglects to respect League or club regulations.

2.3 Player who is Injured for the Remainder of the Season

If a player can no longer play because of an injury which occurred during an activity which was required by the team, the League, the CHL or a national FIHG member organisation, the team will be responsible for the player until the very last game played by the team during the season or until the end of the winter academic semester, even if the injury occurred during the fall academic semester.

3. CONDITIONS FOR ALL THE PLAYERS

3.1 Equipment

3.1.1 Equipment Supplied by the Club

The club must provide the player with complete hockey equipment, in accordance with the norms and standards established by the Commissioner and in compliance with the agreements which have been concluded with the League and its equipment supplying sponsors.

3.1.2 Training Camp

During the selection and training camps, the player may be asked to use part of all of his own equipment.

3.1.3 Mouthguard, Neck Guard and Visor

The mouthguard, neck guard and visor are mandatory pieces of protective equipment and must be worn during training, warm-up periods, before and during the games. The League recommends that players wear a full face shield instead of wearing only a visor; however, this is not mandatory.

These pieces of equipment must comply with the norms and standards determined by the League. These pieces of equipment cannot be modified or altered either directly or indirectly.

3.2 Medical

3.2.1 Club's Responsibility

The club is responsible for paying all medical expenses incurred by the practice of the sport of hockey during games, on-ice and off-ice training, and any other activity required by the club. The parents' health insurance plan, if required, will be used within the limits of the plan's coverage as a first source of medical expense coverage. Hockey Canada's insurance plan, which the League and its clubs subscribe to, will cover excess expenses within the limits of the available coverage. Finally, the club will be responsible for all other expenses.

3.2.2 Medical Exam

The player must submit to a complete medical exam to evaluate his physical condition and general health before the beginning of each hockey season or when he first reports to the club. He must also submit to any complete or partial medical exam which is required by his club's management during the course of the year.

3.2.3 Disclosed Injuries

Any injury which is disclosed by a player must be communicated to the club's therapist without delay.

3.2.4 Medical Treatment

A player, who is undergoing medical treatment prescribed by a doctor, a dentist, a licensed sports therapist, a medical responder, or a physical therapist, must comply with treatment recommendations.

3.2.5 Disclosure of Medical Information

The player must agree to give the following authorizations to the team's medical staff to transmit information, data or relevant information from his medical records by signing the form found in Schedule A of the present regulation:

- Authorization for the doctor, dentist, licensed sports therapist, medical responder or physical therapist to disclose and transmit any information, data or relevant information from his medical records or general health records to the doctor, dentist, licensed sports therapist, medical responder or physical therapist designated or referred by any of the League's teams with which the player could be called upon to play with in preparation for or in the event of a trade or other event which could occur during the course of his junior major career in the League;
- Authorization for the doctor, dentist, licensed sports therapist, medical responder or physical therapist to disclose and transmit any information, data or relevant information from his medical records or general health records to the doctor, dentist, licensed sports therapist, medical responder or physical therapist designated or referred by the League, its insurers, as well as League management;
- Authorization to transmit to the League, upon request, an injury report which includes the type and nature of the injury, the care and treatment received for the injury and, if applicable, the date of his return to being an active player. This report may be transmitted by the League to the NHL.

3.3 Publicity

3.3.1 Photographs and Motion Pictures

The Player grants to the Club and to the League the right to authorize any person, firm or corporation to take and make use of any photographs, motion pictures (including television) or digital images of the Player recorded during he participates within the Club and agrees that thereafter all rights attached to such photographs, pictures and images shall belong to the Club or the League exclusively. Therefore, the Club or the League may use or reproduce or distribute such photographs, pictures and images in any way it desires.

3.3.2 Right to Use the Name of the Club

The Club irrevocably grants to the Player the right to use the name of the Club (but not the emblem or uniform unless otherwise agreed with the Club) and to identify himself, truthfully, as a past or present Player of the Club.

3.3.3 Consent of the Club

The Player agrees that he will not make public appearances, participate in radio or television programs, write or sponsor a newspaper or magazine article or endorse any commercial product without the prior written consent of the Club, which consent shall not be unreasonably withheld.

3.4 Gift to Players

No League club has the right to give directly, indirectly or in any manner whatsoever, a gift or a prize to one of its players.

However, under the condition of having obtained the express consent of the Commissioner, a club may grant one of its players a gift or a prize whose value does not exceed \$ 100 to highlight a noteworthy school or athletic achievement.

4. CONDITIONS FOR 16-TO-19-YEAR-OLD PLAYERS

4.1 Commitment Forms

Upon a player's arrival in a League team, the player must sign the commitment form, included in Schedule A, which stipulates that the player agrees to abide by all League regulations, that he has read the present regulation and the academic policy. The player also recognises that the League has the constitutional right to amend its regulations by following a procedure established in the constitution. Specifically, the player agrees to abide by the League's policy as it relates to the mandatory nature of certain pieces of equipment such as a mouthguard, a neck guard and a visor; the player also accepts that certain medical information which applies to him may be communicated, in certain circumstances, to a medical responder associated with the League, another club, or the NHL.

The resulting commitment is valid for the duration of the player's relationship with the QMJHL, up until age 19 (inclusively), notwithstanding the team he belongs to.

4.2 During the Selection and Training Camp

During the selection and training camps, the club will cover or reimburse the following expenses:

- Transportation fees from the permanent residence to the training camp;
- Transportation fees from the training camp to the permanent residence if the player is cut;
- Lodging and meal fees;
- Local transportation fees for academic activities;
- Local transportation fees for all team activities;

Player reimbursement modalities, if applicable, will be established by the team.

However, the club cannot reimburse the expenses which were incurred by a player if a player requested to participate in the training camp at his own expense.

4.3 During the Regular Schedule and the Eliminary Schedule

During the regular schedule and the eliminary schedule, the club will cover or reimburse the following expenses:

- Room and board expenses;
- The actual cost of tuition, registration and school supplies;
- Local transportation fees for academic activities;
- Local transportation fees for all team activities;
- Transportation fees to and from the player's permanent residence during the Holidays;
- Transportation fees to the player's permanent residence at the end of the year;
- For expenses related to hockey practice and being away from home that is not otherwise reimbursed to the player, the club pays a fixed weekly allowance of \$ 60.

Room and board expenses will be reimbursed until the end of the player's winter academic semester, even if the club is no longer competing.

If a player cannot play for the rest of the season because of an injury that he sustained during the course of an activity required by the League, the CHL or by a national FIHG member organisation, the following rules apply:

- If the player remains in the team's entourage to complete his academic activities, all expenses will be covered or reimbursed by the team; however, transportation fees for the team's activities will only be reimbursed if the player participates in the activity;
- If the player returns to his permanent residence, the team will only cover or reimburse academic fees, medical rehabilitation fees, and the weekly amount for expenses not otherwise reimbursed.

Player reimbursement modalities, if applicable, will be established by the team.

5. CONDITIONS FOR 20-YEAR-OLD PLAYERS

5.1 20-year-old Players' Status

20-year-old players are considered to be employees and are treated as such.

5.2 20-year-old Player's Contract

All 20-year-old players must sign a standard contract supplied by the league and this contract must be registered with the league; he and cannot sign any other contract that is not registered with the league.

No conditions other than those recorded in the contract can be applied to the player;

The contract begins with the beginning of services, at the earliest during the week of the regular season opening, and the contract ends at the deadline closest to his release date, the date of trade of his services to another league team, the date of his team's elimination at the end of the regular season or during the playoffs, or at the end of the Memorial Cup tournament.

A copy of the standard contract is included in Schedule B of the present regulation; the text included in the standard contract can be modified by the Commissioner to accommodate future signatures.

5.3 During the Selection and Training Camp

During the selection and training camps, the club will cover or reimburse the following expenses:

- Transportation fees from the permanent residence to the training camp;
- Transportation fees from the training camp to the permanent residence if the player is cut;
- Lodging and meal fees;
- Local transportation fees for academic activities;
- Local transportation fees for all team activities;

Player reimbursement modalities, if applicable, will be established by the team.

However, the club cannot reimburse the expenses which were incurred by a player if a player requested to participate in the training camp at his own expense.

5.4 During the Regular Schedule and the Playoff Schedule

During the regular and playoff schedules, the club will cover or reimburse the following expenses:

- The player's salary, in accordance with the following articles:
- The actual cost of tuition, registration and school supplies;
- All the conditions and benefits which are normally applicable to all players in relation to equipment, medical fees, training, games and travel.

If a 20 year old player cannot play for the rest of the season because of an injury that he sustained during the course of an activity required by the League, the CHL or by a national FIHG member organisation, the following rules apply:

- If the player remains in the team's entourage to complete his academic activities, all expenses will be covered or reimbursed by the team; however, transportation fees for the team's activities will only be reimbursed if the player participates in the activity;
- If the player returns to his permanent residence, the team will pay for his salary but deduct the allocations for room and board as well as local transportation; the team will only cover or reimburse academic fees and medical rehabilitation fees

5.5 The salary cap for 20-year-old Players

For all 20-year-old players, a team is limited to a salary cap of \$1,700 per week; however, if among its 20-year-old players, there is at least one player who has signed a contract with the NHL or with the AHL, this maximum is raised to \$2,100.

A 20-year-old player cannot receive earnings that exceed \$1,000 per week.

5.6 Included in the Salary Cap

The following amounts are included in the maximum pay:

- The weekly base pay including the payroll deductions imposed by the various levels of government;
- The fair value pension, except for the training camp periods or following elimination if the player must not travel for the purposes of school;
- An apartment, if applicable, at its fair value;
- An allowance for local transportation;
- All sponsorship (car, computer, apartment, meals, etc.) at its fair value on a weekly basis;
- All scholarship for future studies promised to him at the moment of his turning 20 years of age, at its fair value on a weekly basis.

All litigation on "the fair value on a weekly basis" of certain benefits is defined by the Commissioner or by the person designated by him for this purpose.

If the salary or any other monetary benefits are disbursed by a sponsor or a third party, these amounts must be declared and they are included in the salary cap.

5.7 Excluded from the Salary Cap

The following amounts are excluded from the maximum pay:

- The actual cost of tuition, registration and school supplies;
- The payroll taxes imposed on the employers by all levels of government;
- All the conditions usually applied to all the players regarding equipment, medical expenses, training, games and travel.

5.8 Incapable of Playing

The salary of the 20-year-old player who is incapable of playing because of illness or injury and who is replaced by another 20-year-old player is excluded from the salary cap anticipated in 3.1. The salary of the replacement player is included. A medical certificate certifying his inability to play is mandatory.

5.9 A 20-year-old Player in Excess

For a period not exceeding 14 days, the team can pay four 20-year-old players, as long as the salary of the three players registered in the league respects the salary cap anticipated in 3.1; the salary of the 4th player is thus excluded from the salary cap. The team can only use the hereby agreement twice per year.

5.10 Payment of the salary

The payment of the salary to the 20-year-old player cannot begin until the week of the regular schedule opening and cannot exceed the week that marks the elimination of his team or the last game of the season if his team is not eliminated.

5.11 Reports to be registered with the league

From the start of the season, and every time an amendment is made to the conditions underlined for 20-year-old players thereafter, either by the subtraction or addition of such a player or by an amendment to the contract of one player in particular, the appropriate forms must be filled-out and forwarded to the League office (registry department) by e-mail. If a new player, or one who has had one of his conditions modified, participates in one or more games before the League registry department has received the appropriate forms, the team will be fined \$500 for each game that the player has played.

The report produced must be attested under oath within five (5) working days of its production. A \$500 fine will be imposed to teams for every game that the report has not been forwarded to the League. The attested report must be transmitted by fax or by e-mail if it has been scanned.

6. SPECIAL AGREEMENTS

6.1 Special Agreements

In the event that a club wishes to establish a special agreement with a player that the team wants to recruit and in the event that the special agreement offers conditions which are different than those established in the present regulation, the club must comply with the guidelines established by the Commissioner on the matter of special agreements. In addition, the club must file such agreements between the club and a player with the League's Registrar.

7. COMPLAINTS, INQUIRIES AND SANCTIONS

7.1 Complaint

Any club accusing another of not complying the present regulation shall do so in writing to the Commissioner and include all written evidence supporting the accusation, along with a cheque in the amount of \$1000 made payable to the League.

If the complaint proves to be well-founded, the cheque will be reimbursed to the complaining club. If the Commissioner feels the information is credible and believes that the present regulation was indeed infringed, he may conduct an inquiry and impose a fine to the faulty team.

7.2 Conduct of the inquiry

Upon receipt of the written complaint, evidence and cheque, the Commissioner shall immediately conduct an inquiry and notify the accused club by sending the organization a copy of the complaint which has been filed. The organization which is accused shall fully cooperate to the inquiry; otherwise, it will automatically be declared guilty and fined.

7.3 Sanction

Any team that violates the rules of the present regulation, either making false declarations, hiding or trying to hide information regarding financial benefits extended to a player, will be charged by the Commissioner with one or several of the following sanctions in proportion to the severity of the offence:

- A fine that could reach \$100,000;
- The loss of entry draft picks for the two years following the infraction being brought to the attention of the Commissioner;
- The loss of points in standings.

7.4 If not guilty

If the Commissioner's inquiry proves that the complaint is not well-founded, the accusing club shall automatically be fined \$1000 which will then be deposited into the Education Fund Gervais Munger.

SCHEDULE A: COMMITMENT FORM FOR 16-TO-19-YEAR-OLD PLAYERS

Rights and obligations of the Player

The Player bound by the Regulation of the QMJHL

The Player acknowledges to be bound by the Constitution, the Regulations, the Policies and the Directives of the QMJHL and to comply with their provisions throughout the player's association with the QMJHL, as a player between the ages of 16 and 19 (inclusively).

Without limiting the general spirit of the previous paragraph,

- The Player hereby acknowledges to have received the QMJHL Regulation related to Rights and Obligations of Players (R-11) and its Education Policy (P-1), to have read and to understand their provisions;
- The player acknowledges that he has read article 3.1.3 of the present regulation on the rights and obligations of players (R-11) which pertains to the mandatory requirement that players wear a mouthguard, neck guard and visor. The player understands its content and agrees to comply. Therefore, the player agrees to clear, release and exonerate the League from any claim, action or cause of action in the event that the player fails to wear or use the mandatory protective equipment, that he wears or uses equipment which has been modified or altered in any way, that he wears or uses protective equipment which has not been authorized by the League;
- The player acknowledges that he has read article 3.2 of the present regulation on the rights and obligations of players (R-11) which pertains to the various medical requirements. The player understands its content and agrees to comply;
- The player acknowledges that this present agreement terminates, cancels and replaces any existing standard contract, if any, between the player and the club.

Power of the League to amend its regulation

The Player acknowledges that the League may amend the content of its Constitution, its Regulations, its Policies and its Directives in accordance with its constitutional decision-making procedure. The enforcement of an amendment related to the conditions applied to players may only be done after appropriate and complete information is provided to the Player.

Disagreement

Power of the Commissioner

In case of disagreement between the Club and the Player, as to the application of the regulations of the League governing the conditions to Players, the question shall be submitted to the Commissioner of the League, who shall render a final decision binding all the parties after receiving and reviewing the contingency of both parties and hearing in the presence of their attorneys, if any. The decision of the Commissioner is final and is not subject to appeal.

Exclusive Jurisdiction of the Courts of the Province of Quebec

Notwithstanding the place where the contract is concluded, the parties also agree that any dispute arising from this agreement that is not within the scope of the Commissioner's jurisdiction be submitted to the exclusive jurisdiction of the Courts of the Province of Quebec, for the resolution of the matter in accordance with the laws applicable in the province of Quebec.

In witness, thereof, the parties to this agreement have signed at the date and location indicated below.

(The commitment form is signed in four (4) originals: one for the Player, one for the Club and two for the League.)

Player

Name of the Player:

Signature: _____ at _____, this ___ th day of _____ 20__

Permanent address of the Player:

Tel:

Email:

Countersignature of a parent or legal guardian if the player is a minor

Signature: _____ at _____, this ___ th day of _____ 20__

Permanent address of the Parent or the Tutor:

Tel:

Email:

Approved by

Club member of the QMJHL:

Name of the Club:

Authorized signatory of the Club

Signature: _____ at _____, this ___ th day of _____ 20__

Date: _____

Approved by

Quebec Major Junior Hockey League

Commissioner: Gilles Courteau:

Signature: _____ at _____, this ___ th day of _____ 20__

SCHEDULE B: STANDARD CONTRACT – 20-YEAR-OLD PLAYER

Agreement between

_____, hereinafter called « the Club », member of the
Quebec Major Junior Hockey League, hereinafter called « the League ».

and

_____, hereinafter called « the Player ».

The parties agree as follows:

Rights and obligations of the parties

The Player bound by the Regulation of the QMJHL

The Player acknowledges to be bound by the Constitution, the Regulations, the Policies and the Directives of the QMJHL and to comply with their provisions throughout the player's association with the QMJHL as a 20 year old player.

Without limiting the general spirit of the previous paragraph,

- The Player hereby acknowledges to have received the QMJHL Regulation related to Rights and Obligations of Players (R-11) and its Education Policy (P-1), to have read and to understand their provisions;
- The player acknowledges that he has read article 3.1.3 of the present regulation on the rights and obligations of players (R-11) which pertains to the mandatory requirement that players wear a mouthguard, neck guard and visor. The player understands its content and agrees to comply. Therefore, the player agrees to clear, release and exonerate the League from any claim, action or cause of action in the event that the player fails to wear or use the mandatory protective equipment, that he wears or uses equipment which has been modified or altered in any way, that he wears or uses protective equipment which has not been authorized by the League;
- The player acknowledges that he has read article 3.2 of the present regulation on the rights and obligations of players (R-11) which pertains to the various medical requirements. The player understands its content and agrees to comply;
- The player acknowledges that this present contract terminates, cancels and replaces any existing standard contract, if any, between the player and the club.

Power of the League to amend its regulation

The Player acknowledges that the League may amend the content of its Constitution, its Regulations, its Policies and its Directives in accordance with its constitutional decision-making procedure. The enforcement of an amendment related to the conditions applied to players may only be done after appropriate and complete information is provided to the Player.

This agreement is the sole understanding relating to the rights of the Player for his services as a 20-year-old player, and it supersedes or replaces any other prior verbal or written agreement or statement of intent.

Remuneration conditions of the Player:

Base weekly gross salary to be paid to the Player for regular season and playoffs: _____
Accommodation expenses: _____
Local transportation expenses, in cash or in tickets: _____
Other conditions: _____

Disagreement

Power of the Commissioner

In case of disagreement between the Club and the Player, as to the application of this agreement, the question shall be submitted to the Commissioner of the League, who shall render a final decision binding all the parties after receiving and reviewing the contingency of both parties and hearing in the presence of their attorneys, if any. The decision of the Commissioner is final and is not subject to appeal.

Exclusive Jurisdiction of the Courts of the Province of Quebec

Notwithstanding the place where the contract is concluded, the parties also agree that any dispute arising from this agreement that is not within the scope of the Commissioner's jurisdiction be submitted to the exclusive jurisdiction of the courts of the province of Quebec, for the resolution of the matter in accordance with the laws applicable in the province of Quebec.

Term of this agreement

Subject to the provisions of this agreement, the Club hires the Player for a period starting not sooner than the opening week of the regular schedule and ending immediately upon the occurrence of one of the following events: the release of the player by the Club, his exchange to another team of the League, the elimination of his team at the end of the regular schedule or during the playoffs, or at the end of the Memorial Cup contest.

In witness, thereof, the parties to this agreement have signed at the date and location indicated below.

(The contract is signed in four (4) originals: one for the Player, one for the Club and two for the League.)

Club member of the QMJHL

Name of the Club:

Authorized signatory of the Club

Signature: _____ at _____, this ___ th day of _____ 20__

Date: _____

Address of the club:

Tel:

Email:

Player

Name of the Player:

Signature: _____ at _____, this ___ th day of _____ 20__

Permanent address of the Player:

Tel:

Email:

Approved by

Quebec Major Junior Hockey League

Commissioner: Gilles Courteau:

Signature: _____ at _____, this ___ th day of _____ 20__

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May 30, 2014

QMJHL drops overage salary to match OHL and WHL; predictably, potential overagers aren't happy

By Mike Sanderson

Drummondville Voltigeurs forward Jérôme Verrier joked he could become the team's trainer for the extra cash lost for overagers in the upcoming QMJHL season. (CP / Francis Vachon)

The QMJHL made a business decision on Friday, trying to pull a fast one behind the backs of their players, especially potential overagers.

In a true political move, the QMJHL announced Friday afternoon they were reducing the salary for overagers from \$550 a week to \$150. This puts them in line with the salaries of the other two junior leagues, the OHL and the WHL, by way of per diem pay.

Typically, in politics, the government or a party will release information they know will be ripped to shreds on a Friday afternoon, so by the time the public can talk it up, it's Monday morning, and it's blown over.

It won't blow over for the potential overagers or their employers for this season.

Philippe Boucher told Mikaël Lalancette of TVA that "we risk losing certain players" and said that he's worried about the rule keeping good 20 year olds out of the league for better pay elsewhere.

In the old system, teams paid out \$46,200 to their three overagers over the course of a seven month season. In 2014-15, teams will pay their three 20 year olds \$12,600. The idea saves \$33,600 and is designed as cost-effective for the smaller market teams who can't keep up with the bigger markets of the league.

Understandably, players aren't too happy.

Louick Marcotte of the Val-d'Or Foreurs said on twitter that he's grateful his parents can fill in the gaps.

La l'hmq nous dit qu'on sera plus autonome en finissant notre stage junior ... Avec les salaires, une chance que mes parents sont la! #20ans

— louick marcotte (@louickmarcotte) May 30, 2014

Dillon Fournier of the Rouyn-Noranda Huskies added that the overagers helped the younger ones, and that becomes much harder on \$150 a week.

My 20 year olds took care of me for 4 years whenever I needed help. My time in

This is Exhibit Z referred to in the affidavit of Andrew J. Eckart sworn before me, this 20th day of February, 2015

[Signature]
 commissioner for taking affidavits

junior would not have been the same without them. — Dillon Fournier (@doochiee) May 30, 2014

Jérôme Verrier offered to become his team's new equipment manager for the extra cash.

Les équipes pourraient donner le job de gérant d'équipement à leur 20ans. Ils économiseraient encore plus. #20anspascontent

— Jérôme Verrier (@JeromeVerrier77) May 30, 2014

Moi pour 50\$ de plus/semaine je le ferais. #trainer #20anspascontent — Jérôme Verrier (@JeromeVerrier77) May 30, 2014

Lastly, Frédéric Gamelin explained it simply with a hashtag, translated to "20 years old, not happy".

#20anspascontent

— Frédéric Gamelin (@fredgamelin10) May 30, 2014

The salaries of other players remains unchanged: 16 and 17 year olds get \$35, 18 year olds get \$50 and 19 year olds get \$60.

It's acknowledged that overagers can make more playing professionally or even in junior A, where the per diem pay is not nearly as regulated. However, if they do, they forfeit all their accrued university tuition scholarships from the CHL to do it.

The league considers this a cost-cutting measure but it could put an end to a long tradition that overagers took care of the younger players for meals and extra goodies, like Fournier alluded to above. It could also allow more players to sign pro contracts, even in the ECHL or lower pro leagues, over playing their overage season.

RECORD OF EMPLOYMENT (ROE)

EMPLOYER: SEE THE GUIDE - HOW TO COMPLETE THE RECORD OF EMPLOYMENT, IT IS ALSO AVAILABLE ON THE WEB SITE AT: WWW.SERVICECANADA.GC.CA

Protec.com

1 SERIAL NO. E24771016

2 SERIAL NO. OF ROE AMENDED OR REPLACED

3 EMPLOYER'S PAYROLL REFERENCE NO.

4 EMPLOYER'S NAME AND ADDRESS
Saint John Major Junior Hockey Club Ltd.
99 St-John Street Suite 200
Saint John, NB

5 CRA'S BUSINESS NO. (BN) 859730376 RFD00

6 PAY PERIOD TYPE Bi-weekly

7 POSTAL CODE E2L 4X4

8 SOCIAL INSURANCE NO. 736 821 240

9 EMPLOYEE'S NAME AND ADDRESS
Walter, Lukas M
25645 82 Ave Langley, BC
VIM 2M8

10 FIRST DAY WORKED (OR FIRST DAY WORKED SINCE LAST ROE ISSUED)
D 13 M 09

11 LAST DAY FOR WHICH PAID
D 14 M 03

12 FINAL PAY PERIOD ENDING DATE
D 14 M 03

13 OCCUPATION Hockey Player

14 EXPECTED DATE OF RECALL
 UNKNOWN NOT RETURNING

15A TOTAL INSURABLE HOURS ACCORDING TO CHART ON REVERSE 1046.

15B TOTAL INSURABLE EARNINGS ACCORDING TO CHART ON REVERSE \$ 15342.99

15C ONLY COMPLETE IF THERE HAS BEEN A PAY PERIOD WITH NO INSURABLE EARNINGS. COMPLETE ACCORDING TO CHART ON REVERSE.

P.P.	INSURABLE EARNINGS	P.P.	INSURABLE EARNINGS	P.P.	INSURABLE EARNINGS
1	1171.45	2	1171.45	3	1171.45
4	1171.45	5	1171.45	6	1171.45
7	1171.45	8	1171.45	9	1171.45
10	1171.45	11	1171.45	12	1171.45
13	1175.26	14	110.33	15	
16		17		18	
19		20		21	
22		23		24	
25		26		27	

16 REASON FOR ISSUING THIS ROE ENTER CODE A

17 ONLY COMPLETE IF PAYMENTS OR BENEFITS (OTHER THAN REGULAR) PAID IN OR IN ANTICIPATION OF THE FINAL PAY PERIOD OR PAYABLE LATER DATE.

A - VACATION PAY \$

B - STATUTORY HOLIDAY PAY FOR

D	M	Y	\$

C - OTHER MONIES (SPECIFY)

18 COMMENTS
This is Exhibit AA referred to in the affidavit of Andrew J. Echert sworn before me, this 20th day of February, 2015
[Signature]
A commissioner for taking affidavits

19 ONLY COMPLETE IF PAID SICK/MATERNITY/PARENTAL LEAVE OR GROUP WAGE LOSS INDEMNITY PAYMENT (AFTER THE LAST DAY WORKED).

PAYMENT START DATE: D M Y

AMOUNT: \$

PER DAY PER WEEK

20 COMMUNICATION PREFERRED IN ENGLISH FRENCH

21 TELEPHONE NO. (506) 632-8155

22 I AM AWARE THAT IT IS AN OFFENCE TO MAKE FALSE ENTRIES AND HEREBY CERTIFY THAT ALL STATEMENTS ON THIS FORM ARE TRUE.

[Signature] SIGNATURE OF ISSUER

RICK WALSH NAME OF ISSUER (please print)

D 17 M 03 DATE



Employer's name - Nom de l'employeur
Saint John Sea Dogs
 99 Station Street, Suite 200
 Saint John, NB E2L 4X4

Canada Revenue Agency / Agence du revenu du Canada
 Year / Année: **2013**

Statement of Remuneration Paid / État de la rémunération payée

54 Employer's account number / Numéro de compte de l'employeur

12 Social insurance number / Numéro d'assurance sociale: **736 821 240**

Exempt - Exemption
 CPP/OPP EI PPIP
 RPC/RRQ AE RPAP

Province of employment / Province d'emploi: **10 NB**
 Employment code / Code d'emploi: **29**

14 Employment income - line 101 / Revenus d'emploi - ligne 101: **8314 29**
 22 Income tax deducted - line 437 / Impôt sur le revenu retenu - ligne 437: **871 85**

16 Employee's CPP contributions - line 308 / Cotisations de l'employé au RPC - ligne 308: **296 87**
 24 EI insurable earnings / Gains assurables d'EI: **7039 29**

17 Employee's CPP contributions - line 308 / Cotisations de l'employé au RRQ - ligne 308: **000 00**
 26 CPP/OPP pensionable earnings / Gains ouvrant droit à pension - RPC/RRQ: **7039 29**

18 Employee's EI premiums - line 312 / Cotisations de l'employé à l'AE - ligne 312: **132 34**
 44 Union dues - line 212 / Cotisations syndicales - ligne 212: **000 00**

20 RPP contributions - line 207 / Cotisations à un RPA - ligne 207: **000 00**
 46 Charitable donations - line 249 / Dons de bienfaisance - ligne 249: **000 00**

52 Pension adjustment - line 206 / Facteur d'équivalence - ligne 206: **000 00**
 50 RPP or DPSP registration number / N° d'agrément d'un RPA ou d'un RPOR: **000 00**

55 Employee's PPIP premiums - see over / Cotisations de l'employé au RPAP - voir au verso: **000 00**
 56 PPIP insurable earnings / Gains assurables du RPAP: **000 00**

Employee's name and address - Nom et adresse de l'employé
 Last name (in capital letters) / Nom de famille (en lettres majuscules): **WALTER**
 First name - Prénom: **Lukas**
 Initial - Initiale: **M**
 25645 82 Ave
 Langley, BC V1M 2M8
 This is Exhibit **BT** referred to in the affidavit of **Andrew J. O'Carroll** sworn before me, this **20th** day of **February**, 20**15**

Other information (see over)	Box - Case	Amount - Montant	Box - Case	Amount - Montant	Box - Case	Amount - Montant
	30	1275 00				
Autres renseignements (voir au verso)	Box - Case	Amount - Montant	Box - Case	Amount - Montant	Box - Case	Amount - Montant

RC-13-107

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Employer's name - Nom de l'employeur
Saint John Sea Dogs
 99 Station Street, Suite 200
 Saint John, NB E2L 4X4

Canada Revenue Agency / Agence du revenu du Canada
 Year / Année: **2013**

Statement of Remuneration Paid / État de la rémunération payée

54 Employer's account number / Numéro de compte de l'employeur

12 Social insurance number / Numéro d'assurance sociale: **736 821 240**

Exempt - Exemption
 CPP/OPP EI PPIP
 RPC/RRQ AE RPAP

Province of employment / Province d'emploi: **10 NB**
 Employment code / Code d'emploi: **29**

14 Employment income - line 101 / Revenus d'emploi - ligne 101: **8314 29**
 22 Income tax deducted - line 437 / Impôt sur le revenu retenu - ligne 437: **871 85**

16 Employee's CPP contributions - line 308 / Cotisations de l'employé au RPC - ligne 308: **296 87**
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17 Employee's CPP contributions - line 308 / Cotisations de l'employé au RRQ - ligne 308: **000 00**
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 46 Charitable donations - line 249 / Dons de bienfaisance - ligne 249: **000 00**

52 Pension adjustment - line 206 / Facteur d'équivalence - ligne 206: **000 00**
 50 RPP or DPSP registration number / N° d'agrément d'un RPA ou d'un RPOR: **000 00**

55 Employee's PPIP premiums - see over / Cotisations de l'employé au RPAP - voir au verso: **000 00**
 56 PPIP insurable earnings / Gains assurables du RPAP: **000 00**

Employee's name and address - Nom et adresse de l'employé
 Last name (in capital letters) / Nom de famille (en lettres majuscules): **WALTER**
 First name - Prénom: **Lukas**
 Initial - Initiale: **M**
 25645 82 Ave
 Langley, BC V1M 2M8

Other information (see over)	Box - Case	Amount - Montant	Box - Case	Amount - Montant	Box - Case	Amount - Montant
	30	1275 00				
Autres renseignements (voir au verso)	Box - Case	Amount - Montant	Box - Case	Amount - Montant	Box - Case	Amount - Montant

RC-13-107

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Hockey Canada Basics

[Home](#)
 [Mandate & Mission](#)
 [Organizational Structure](#)
 [Funding](#)
 [Downloads](#)

Mandate & Mission – Who is Hockey Canada?

Hockey Canada is the national governing body for grassroots hockey in the country. The organization works in conjunction with the 13 provincial branches, the Canadian Hockey League and Canadian Interuniversity Sport in growing the game at all levels.

Hockey Canada oversees the management of programs in Canada from entry-level to high performance teams and competitions, including world championships and the Olympic Winter Games. Hockey Canada is also Canada's voice within the International Ice Hockey Federation. Hockey Canada has offices in Calgary and Ottawa and operates regional centres in Ontario and Quebec.

Mission Statement

"Lead, Develop, and Promote Positive Hockey Experiences."

Vision

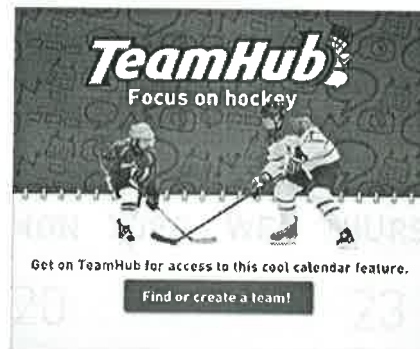
World Sports Leaders

Hockey Canada believes...

- In a positive hockey experience for all participants, in a safe, sportsmanlike environment.
- In the development of life skills which will benefit participants throughout their lives.
- In the values of fair play and sportsmanship, including the development of respect for all people by all participants.
- In hockey opportunities for all people regardless of age, gender, colour, race, ethnic origin, religion, sexual orientation, or socio-economic status and in both official languages.
- In the importance for participants to develop dignity and self-esteem.
- To instill the values of honesty and integrity in participants at all times.
- In the promotion of teamwork, and the belief that what groups and society can achieve as a whole is greater than that which can be achieved by individuals.
- In the country of Canada, its tradition in the game of hockey, and the proud and successful representation of this tradition around the world.
- In the value of hard work, determination, the pursuit of excellence and success in all activities.
- In the benefits of personal and physical well-being.

Board of Directors

The members of the Hockey Canada Board of Directors come from all walks of life and from all corners of this country, yet they all have one thing in common – they are custodians of the game who want nothing more than for hockey to prosper in the land of Olympic and world champions. These men and women are elected by their respective branches and help develop a comprehensive plan to grow the game on a local and national level. The board of directors elects officers, who are tasked with fulfilling the responsibilities of the board between meetings. The board is composed of volunteers who graciously devote their time and energy to the betterment of the game of hockey from coast to coast.



This is Exhibit DD referred to in the **USAH/HC/CHL TRANSFER AND RELEASE AGREEMENT K2**

affidavit of Andrew J. Eckhart

sworn before me, this 20th

day of February, 2008

APPENDIX K2 - USAH/HC/CHL TRANSFER & RELEASE AGREEMENT

A commissioner for taking affidavits

THIS AGREEMENT made and entered into this 26th day of February, 2008 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 2424 University Drive NW, Calgary, Alberta, Canada T2N 3Y9 (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:

ARTICLE I – APPLICABILITY

Unless otherwise provided for in this Agreement, the provisions contained herein shall apply to and govern the movement of any and all eligible, players between the teams/leagues who are members of and/or sanctioned by any party to this Agreement. The principle responsibility for the enforcement and administration of the terms and provisions of this Agreement shall rest upon the Federations involved, through the process provided herein.

ARTICLE II– PLAYER ELIGIBILITY

A. General Statement Of Principle

The eligibility and qualifications of the player must first be determined before the authorized movement of any eligible player(s) can occur by and between teams/leagues who are members of or sanctioned by the Federations who are signatory to this Agreement. The movement of eligible players shall require and be based upon a properly completed, duly executed, release from the Player's Outgoing Team; a properly completed Transfer from the Outgoing Federation; and payment of sums due for the Release and/or Transfer or the completion of satisfactory arrangements therefore, unless otherwise provided herein. Persons who do not qualify as "eligible players", as defined herein, do not require a release payment to or a release from any outgoing team but still require a transfer from the Outgoing Federation, which transfer shall not be unreasonably withheld.

B. Ineligible Players

The following players shall be considered ineligible for transfer to another Federation under this Agreement and shall not be eligible to participate in any try-out, practice, regular season game competition, or Team function, until the Transfer shall have been issued by the Outgoing Federation, or agreed arrangements are in process therefore.

1. Players under Disciplinary Suspension For Actions During a Game

Any player who is under a disciplinary suspension for a game or League violation, imposed prior to and unrelated to that player's departure from their Outgoing Team/League/Federation, can sign a Try-Out Notice but can not complete the transfer process until the Incoming Team/League/Federation shall require the suspension to be served in its entirety per the terms established by the outgoing Team/League/Federation. Provided, however, that the enforcement shall be dependant upon the player being afforded a right of appeal by his Team/League/Association/Federation, and all appeal processes in place shall have been exhausted, or the player has failed to file an appropriate appeal contesting the suspension on a timely basis,

within the time limits as prescribed by the appropriate Team/League/Association/Federation. The foregoing shall, in addition, be subject to the terms and provision of Article VI – Dispute Resolution Process, of this Agreement.

2. Players Under Suspension – Other than For Actions During a Game

Any player who has been disciplined by his team for an act or an omission that is not a result of actions on the ice, and placed under suspension, shall be entitled to be treated in accordance with the existing Rules of Appeal, as adopted by the player's Outgoing Team, League, Association, and/or Federation. The player shall be notified of the suspension in writing by his Team, which notice shall identify the reason for his suspension, and shall advise the player of the appeal process that is available to him to dispute the suspension. Any appeal process shall, at the minimum, entitle the player to a hearing notice of the hearing date, place and time; advise the player that he has the right to be represented by Counsel; give the player an opportunity to make a full presentation to the appeal body; the provision of an impartial hearing panel or third party to whom the appeal is to be presented, and that the player has the right to cross-examine any witnesses called by the charging party.

It is possible that the player may have an appeal to his Team, to the League in which he plays, and/or to his National Federation, and the player will have to exhaust all appeals available to him prior to applying for a transfer to the incoming Federation. Such appeals shall be conducted within the procedure and timelines as adopted and provided in the Constitutions/By-Laws/Regulations of the Outgoing Team's League, Branch, Association, Affiliate, District and/or Federation. Any adjournment or continuance of any hearing, or the date thereof, at any level shall require the player's written consent.

Prior to the Incoming Federation accepting the transfer, it shall satisfy itself that all appeals have been exhausted on a timely basis in the Outgoing Federation, and that the appeals have been conducted in accordance with the provisions required as contained herein.

The Incoming Federation shall obtain information from the player, the former team, the former League, and determine whether the player should be declared eligible to participate, and when. Prior to the player participating in any regular season competition, the Incoming Federation shall first obtain the concurrence of the Outgoing Federation regarding the date on which the player shall be allowed to participate in regular season competition.

In the event that the Outgoing Federation fails to provide its consent, then the matter shall be referred to the Dispute Resolution Process (see Article VI) and the decision reached by use of the process provided herein shall be final and binding.

3. Players with Delinquent Economic Responsibilities

No player shall be transferred by any team or Federation to the other who has not made satisfactory arrangements/payment for any and all delinquent obligations owed by that player to their former Outgoing team/League before they leave that Team/League and Federation.

4. Players With Medical Disabilities

Any player with a medical disability, which in the opinion of his treating physician shall extend beyond the current season, shall be ineligible for transfer between teams and Federations. Any player or interested incoming team may challenge the treating physician's opinion by securing, at their own expense, an independent, medical evaluation of the player's medical disability by a qualified medical physician skilled in the field of medical care required by the disability (e.g. orthopedic surgeon for broken bones, neurologists/neuro surgeon for head concussions, etc.). Should the independent medical examiner's report dispute the findings and opinion of the treating physician and authorize the disabled player to return to competition before the end of the current regular season, the player shall be free to move to the incoming team and return to competition upon payment to the Outgoing Team of the applicable amount set forth in the schedule for pre-season movement. Should the Outgoing Team dispute the findings of the Player's Medical Evaluation, the player shall submit to further medical examination by a qualified medical physician (as defined above) as may be agreed by and between the parties. If the parties shall fail to agree, then the Chief Medical Officers of each Federation shall jointly select a qualified, reasonably convenient, and available Medical Physician to perform the Independent Medical Examination of the player. Once the Independent Medical Examiner is selected, each party shall immediately forward a copy of their examining physician's report, including copies of x-rays, and all test reports upon which their examiner relied. The medical exam of the player shall then be scheduled as soon as possible, at the Appealing Team's expense. A copy of the Independent Medical Examiner's Written Report shall be forwarded contemporaneously to both the Appealing Team and the Player or his designated representative. If the Independent Medical Examiner confirms the player's medical condition as reported by the player's Medical Examiner, the player movement shall be confirmed. Should the Independent Examiner confirm the Outgoing Team's Examiner report, then the player shall be immediately ineligible to continue competition for the Incoming Team and the player shall be returned to the Outgoing Team's Medical Suspension List. The Outgoing Team shall refund the payment made by the Incoming Team, less any expense incurred by the Outgoing Team to secure the Independent Medical Evaluation. Any disputes arising during this process shall be referred to the Appeals Committee, pursuant to the process set forth in Article VI of this Agreement.

5. Dual Citizens

Players claiming dual citizenship must, at their first registration or affiliation in junior hockey, determine under which citizenship the player chooses to play.

In order to take advantage of this dual citizenship option, a player must file his dual citizenship claim with the player's incoming Federation and both Federations, USAH and HC must acknowledge the player's dual citizenship status prior to the player participating in a junior hockey game as a player or an affiliate. In addition, once the dual citizenship status has been determined, this shall govern and control the player's rights/responsibilities under the USAH/HC/CHL Transfer and Release Agreement, where it would be necessary to file forms based

upon the Agreement, complete all requirements necessary prior to be eligible to compete for his Incoming Federation's team.

Proof of a claim for citizenship would be made by attaching a copy of the player's passport page showing photo and passport number, or a certified copy of the player's certificate of birth abroad. A copy of all citizenship claims filed with the player's incoming Federation, shall be forwarded by the incoming Federation to the outgoing Federation. In the event of any dispute regarding the player's claim of citizenship, the issue shall be resolved pursuant to and by the use of the procedure set forth in this Agreement in Article VI – Dispute Resolution Process.

It is agreed that the purpose of the within provision does not allow a player or team to avoid the requirements of the Release/Transfer provision of the within Agreement, but it will permit the Federation for which he is registered to determine whether the player meets the definition of an import as determined by the Federation.

It is agreed that once a player with dual citizenship has declared which citizenship the player will participate under, the player is not eligible at a later date to revoke, amend, or change his declaration of citizenship. Further, if the player transfers from the Federation where he was registered at the time of the filing of his citizenship declaration as permitted by the terms of the within Agreement, the player will be classified as an import to the extent the term import as determined to be in effect by the signatories to this Agreement as at April 1, 2007, notwithstanding any regulations which may be currently in effect in the Incoming Federation.

C. Players Who Are Involuntarily Moved

1. All Teams/Players Other Than CHL Teams/Players

Any properly released and transferred player who is subsequently and involuntarily traded to another team within the Incoming Federation, must comply with the trade and then complete the Trade Consent Form accepting the trade, or refuse the trade, and complete the Trade Refusal Form. The Consent/Refusal Forms shall be filed with the Incoming Federation, with a copy also forwarded to the Outgoing Federation, within ten (10) days after the trade/movement is finalized or if not filed, the player will be deemed to have refused the trade/movement. By refusing the trade, the release and transfer of the player is revoked and the player may return to compete in his Outgoing Federation. Copies of the completed Trade Consent/Refusal Form(s) shall be forwarded by facsimile (fax) transmission or such other electronic means as may be agreed between the Federations.

Within five (5) days from the filing of the Trade Consent/Refusal Form(s), the player who refuses the trade must return to the Outgoing registered team on whose roster he last appeared, if he has remaining eligibility at that age level. If the player no longer has age eligibility to play for that team, or if the player's previous team fails to make arrangements to re-roster the player within the five (5) day period set forth above, the player shall then become a free agent. The player movement provided for herein shall be subject, however, to the restrictions set forth in Article II, paragraph A, above.

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

It is agreed that CHL Teams are considered and treated by third parties as being professional. Therefore, the signing of a contract with a CHL Team is the equivalent of signing a professional contract. Further, that by signing a contract with a CHL Team, the player agrees to be bound by the terms of that contract, including the method of terminating the contract, which must be in accord with the terms contained in the contract itself.

Provided however, that a player who signs a CHL Team contract which contains a provision that he may be traded to another CHL Team, must acknowledge his acceptance of that provision, by either signing or initialing adjacent to the trade provision portion of the CHL Contract, in order to be bound by any trade. If the player contract is executed in accordance with the terms set forth above, the player shall be bound thereby and he shall forfeit the opportunity to exercise rights contained in this Agreement. Absent an acknowledged trade provision, the player shall be free to exercise his rights as provided in Article II, Paragraph B (1), above, and further in this Agreement.

Provided further, that the CHL agrees to modify its standard form Player Contract to include a statement to the effect that the signing of this contract and competing for this team may have an effect on the eligibility of a player for competition in an NCAA sanctioned program. The player must acknowledge this provision by initialing or signing his name next to it. Absent the player's acknowledgement, the player is free to exercise his rights as provided in Article II, Paragraph B (1), above, and further in this Agreement.

In summary, provided that the CHL Player Contract has been executed in accordance with the terms set forth above in this sub-paragraph, then the player shall be bound by the terms of the CHL Player Contract and shall not be able to exercise any rights as contained herein, including, but without limiting the generality of the forgoing, Article III-Transfers Timelines and Article VI-Dispute Resolution.

D. Payment of Fees

In addition to Article II, Paragraph A, above, no player shall be eligible for competition under the jurisdiction of the three parties to this Agreement, unless, and until all required fees, both transfer and release, have been paid or satisfactory arrangements made therefore, as provided herein.

E. 16 year old player or younger, transferring from USAH to the CHL or participating as an affiliate player in the CHL

In the event that a player wishes to transfer to the CHL from USAH, or participate as an affiliate player, that player shall be required to complete the USA Hockey Parental Consent form, along with the standard transfer form and standard player release or player affiliation consent form. The consent form must be received ten (10) days prior to approving the USAH/HC transfer form or participating as an affiliate player.

Upon completion of the parental consent form, the completed form shall be forwarded to USAH, which shall review and forward a copy of the signed form to HC.

Upon receipt of the signed form, HC shall provide a copy of same to CHL for distribution to the Incoming Team.

Prior to a player being eligible to compete for the Incoming Team, the player must be eligible for competition by all the terms of the within Agreement. The execution of the consent form alone does not provide any authority for the player to participate.

In the event that the player is unable to complete the consent form, that player is not eligible to utilize the provisions of Article VI – Dispute Resolution. In the event that a consent form is signed, then the player shall be entitled to use the provisions of Article VI as provided in the within Agreement.

ARTICLE III –TIMELINES

All new eligible player transfers must be executed between June 1 and February 10 in each playing season. However, no new transfers will be permitted between December 23 and January 2 during each playing season, in order to ensure that players are not required to relocate during the holiday season.

A. Try-Out Period – The End of Previous Regular Season Through the Commencement of the Next Regular Season

1. Time for Contact With Players

a. Recruitment

From and after February 10, of the current playing season, team rosters are frozen until the end of the player's current regular league season, and Teams are not permitted to commence the process of contacting any outgoing players until that time. If a player's team has been eliminated from further play during the current season by the team's elimination from or non-qualification for the play-offs, any communication with such a player shall not be considered tampering. Unauthorised contact between a team and any outgoing player in which the team is interested prior to the end of the player's current regular season shall be considered tampering.

Member teams may file a dispute with their domestic federation in the event there is an issue of tampering. The member team shall be eligible to utilize the provisions of Article VI – Dispute Resolution Process.

b. Try-out Evaluations

After completion of the player's current season, or April 1, whichever shall last occur, a "try-out" period is designed to initiate the transfer process between teams in both Federations. An Incoming Team may avoid tampering charges/consequences, in either Federation, by completing and filing a Try-Out Notice prior to allowing the incoming player to try-out for a domestic team.

The procedure and significance of the Try-out Notice is as follows:

i. Tryout Notice

The Try-Out Notice is a form prepared and approved by both Federations, which shall be filed at the appropriate time when an incoming player desires to compete for a roster spot on an incoming Junior Hockey Team. The Try-Out Notice must be signed by the incoming player, an Official of the Incoming Team, and forwarded to the Incoming Federation, who is responsible for insuring that the form is correctly completed. A Try-Out Notice shall be filed for each team whose camp a player attends. Copies of all Try-Out Notices filed on behalf of an incoming player shall be forwarded to all teams that have filed a Try-Out Notice for that player, as well as the outgoing team on whose current roster the player appears.

Once correctly completed, the incoming Federation shall file the Try-Out Notice with the outgoing Federation and the incoming player shall then be permitted to

participate, on a Try-Out basis, with the incoming Team. It shall be the responsibility of the outgoing Federation to make sure that a copy of the Try-Out Notice is also sent to the outgoing Team on whose roster the player currently appears in his outgoing Federation. The appropriate place to file the Try-Out Notice is with the Director, Regulations and Legal Affairs, of HC and the Junior Registrar of USAH, who shall forward a copy to the International Department of USAH. The Try-Out Notice expires at midnight preceding the day of the incoming team's first regularly scheduled league game of the current season, as that schedule has been forwarded to and placed on file with the Team's National Federation, and no player can be placed on a Try-Out Notice after that date by any incoming team.

Release/Transfer Fees are not required to be paid until such time as the incoming/ Try-Out Team proceeds with a full Transfer Application.

Release Fees, which are to be paid or agreed during the Try-out period, shall be calculated subject to the provisions of in Article IV – Compensation – Release and Transfer Fees.

ii. Mandatory Filings

The filing of a Try-Out Notice shall be mandatory from end of regular season (including play-offs, if any), up to and including midnight preceding the incoming team's first regularly scheduled League game of the current playing season, and may not be used/filed thereafter by the incoming team. After an incoming team is in its Active Roster Period, meaning any time after midnight preceding the date of the team's first regularly scheduled League game, the incoming team shall be prohibited from filing a Try-Out Notice for any player who would need to transfer Federations. The only method for any team, incoming or outgoing, who is in its Active Roster period to obtain a player for its Active Roster would be to obtain a consensual negotiated release from the player's current team.

iii. Eligibility

Any player for whom a Try-Out Notice has been properly filed shall be eligible to be placed on a Team's Active Roster and be immediately eligible to compete if the placement on the Active Roster occurs on or before the incoming team's first regularly scheduled League game of the current playing season and the release payment, or satisfactory arrangements for payment, is made before the player enters competition for the Team in the incoming Federation.

During the Try-Out Period, the release payment may be as agreed between the outgoing and incoming Teams, in which case a Release must be executed by the Outgoing Team upon receipt of the payment. If payment is not agreed between the teams, the incoming team may secure the release of an incoming player paying the

maximum amount as provided in Article IV – Compensation – Release and Transfer Fees.

iv. Try-Out Notice Expiration

The Try-Out Notice shall expire at midnight preceding the day of the incoming team's first regularly scheduled League game of the current playing season. Any player who is not moved to the Active Roster on or before that time and date, shall not be entitled to immediate eligibility for competition pursuant to the procedures set forth above. Rather, as noted above, that player will have to await agreement on the Team Release; payment of the amount due, and/or satisfactory arrangements for the Release Payment; the commencement of the processing for the necessary Federation Transfers; and payment of the fees due to commence that process; before the player shall be eligible to compete.

For reasons set forth herein, again, it is most advisable to file a Try-Out Notice for every incoming player who competes for a position on an Incoming Team in order to secure, for that player and his incoming Team, immediate eligibility for competition when adding the player to the Active Roster prior to the incoming team's first regularly scheduled League game of the current playing season.

B. Active Roster Period – From the Team's First Regularly Scheduled season Game through January 10/January 15

A certified Active Roster and Game Schedule must be submitted by each Member Junior Team to its Federation on or before the 1st regularly scheduled season game of the current playing season. This submission shall be on a standard form designed to clearly indicate the number of incoming imports from any Federation who is a party to this Agreement and the date, time, and location of all games in which the team intends to compete during the current league season.

Players who appear on an Active Roster after midnight preceding the date of the first regularly scheduled game of the current playing season and have participated in current season competition shall only be permitted to transfer with the consent and agreement of that player's team. The payment schedule as set forth in Article IV shall not be applicable to any consensual movement. In the event that teams fail to reach an agreement on a release fee, then the player shall not be permitted to transfer, and shall be denied access to Article VI-Dispute Resolution Process and the process/provisions contained therein.

During the Active Roster Period, Release fees, as agreed between the teams, must be paid in full, or satisfactory arrangements made therefore, before the player shall be eligible to practice or compete for the incoming Team during the current playing season (including play-offs). Failure to remit payment in full, or as agreed, for the player's release renders

the involved player immediately ineligible to participate as an active roster player for the delinquent incoming team.

Upon receipt of the applicable release fees, the playing rights of the involved player shall remain with the new incoming team/Federation for the player's remaining eligibility and, as such, any movement to a team within the incoming Federation shall be regulated solely by that Federation. If at any time the player is involuntarily moved to another Team within the incoming Federation, he shall fall under the forfeiture provisions of this Agreement (See Article II, Paragraph (B) above) and should he refuse to consent to the trade, he shall be authorized to return to the last registered team on which he was rostered in his outgoing Federation, at his option.

Each Federation shall be entitled to make Regulations concerning which team the player would return to in the event that involuntary movement provisions of Article II above applies.

C. Frozen Roster – January 10/January 15 to End of Season

1. Movement Between Junior Teams Prohibited

No movement of Junior players between registered Junior Teams shall be allowed within either or between either Federation from and after midnight on the 10th day of January (HC) or 15th day of January (USAH) of the current playing season. Players' dropped/released, as of January 10 (HC) or January 15 (USAH) of the current playing season, may be rostered on another Junior Team up to and including February 10 of the current playing season.

2. Frozen Roster Date – February 10th

All rosters shall be frozen at midnight on the 10th day of February, of the current season in both Federations and there shall be no changes allowed thereafter for the remainder of the season.

D. Payments/Deposits

1. Release Fees/Deposits

All payments of release fees shall be paid directly by the incoming team to the player's outgoing team, as directed in Article IV, except for CHL Teams. Release payments to CHL teams should be paid to the CHL Office concerned which will in turn send the payment to the team.

2. Transfer Fees

a. Initial Transfer

All transfer fees due each Federation for an initial Transfer of a player to a Member Team in another Federation shall be paid directly to the outgoing Federation, for division, by it, between the Federations involved.

b. Renewal Transfer

There shall be no fee due for a renewal transfer in a player's second and subsequent years either to the outgoing or incoming Federation(s) if the player continues to be rostered on the incoming team on whose roster he appeared at the conclusion of the previous season and the Renewal Transfer is applied for on or before the first day of August prior to the regular league season for which it is applicable. There will be no extensions to file a renewal transfer with no fee beyond the first day of August. Should a renewal transfer be filed after the first day of August the applicable transfer fee will be applied.

E. Transfer Expiration

All player transfers shall expire at the end of the current playing season. Transfers may be renewed, however, in subsequent years without payment of additional transfer fees or release payments (See Article III- Transfer Timelines. Paragraph D - Payments/Deposits). Upon condition that the Renewal Transfer shall be filed with the Incoming Federation on or before the first day of August prior to the regular league season for which it is applicable.

ARTICLE IV- COMPENSATION - RELEASE AND TRANSFER FEES

Payments due to complete the Transfer/Release of players between the Federations are hereinafter set forth or provided for herein:

A. Transfers

1. Procedure

In order to properly apply for a Player Transfer between the two Federations, a Player Transfer Form (a standard form developed for this purpose) shall be properly completed. The applicant incoming team shall then also enclose the player release from the player's outgoing team, and the Transfer Fees due the Federations to complete

USAH/HC/CHL TRANSFER AND RELEASE AGREEMENT K2

the Player Transfer, and forward all these documents to its outgoing Federation, (See Article III- Transfer Timelines. Paragraph D - Payments/Deposits.)

2. Fees

Transfer Fees due the respective Federations shall be established by each Federation and the amount due each Federation shall accompany the Transfer Application for each player to be transferred. Transfer fees shall not be due for renewal transfers in the second and subsequent years where the player is returning to the incoming Team on whose roster he appeared at the end of the previous season. Each Team shall file renewal transfers for all incoming, returning players on or before August 1 of each succeeding year in order to be eligible for the renewal Transfer without payment of any further fee. A full Transfer Fee to both Federations shall be paid for all new Transfers completed after June 1 and for those renewal transfers completed after August 1.

B. Releases

1. Scheduled Values

Release Payments due for outgoing players between the end of the previous regular season (including play-offs, if any) shall be due to the outgoing Team/Federation prior to the first regularly scheduled League game for the incoming team shall not exceed the appropriate amount shown on the table below.

CATEGORY	TRY-OUT PERIOD (US FUNDS)	
	TEAM	FEDERATION
CHL/NTDP	2,500.00	2,500.00
USHL - Canadian Junior A	2,000.00	2,000.00
USAH TIER II - JUNIOR A and CANADIAN JUNIOR B	1,000.00	1,000.00
All Other Junior Players	750.00	750.00
*All Remaining Players	375.00	375.00

*Any player moving to a Junior Team on a permanent basis.

Notwithstanding the foregoing, any player for whom a Release Fee has not been paid, shall be able to return to competition in his Home Federation without the requirement that a release fee be paid.

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Each Federation shall be responsible to identify Leagues within their jurisdiction that operate in the various categories/classifications listed in Article IV - Compensation - Release and Transfer Fees.

2. Release Payments

Release Payments shall be sufficient if in the correct amount and forwarded to the outgoing Team entitled thereto by courier, wire transfer, personal hand delivery, etc, or any other manner designed to deliver the payment within no more than seven (7) days following its forwarding. A copy of the payment document shall be filed with the incoming league office. All release payments, or satisfactory arrangements therefore, shall be made by the incoming team prior to the first regularly scheduled League game of the current season, of the incoming team pursuant to the schedule set forth above.

3. Monetary Values

All payments shall be in US Funds or in Canadian Funds of equivalent value.

4. Releases

Player Releases, on a standard form developed for that purpose, shall be executed and returned by facsimile transmission to the incoming team within twenty-four (24) hours of the receipt of the release payment. A copy of the duly executed Player Release shall accompany the Transfer Application, as provided above.

5. End of Season

a. Exhaustion of Eligibility in Junior Hockey

Any junior player who has exhausted their eligibility in the age classification in which they competed during the previous season, shall be free, without restriction or team release to return to their outgoing Federation.

b. Players with Remaining Eligibility Returning to His Incoming Team

Any junior player in their second and/or subsequent year(s) of competition in an incoming Federation, shall be required to secure a renewal transfer, only, without the requirement to secure a Release, and without the payment of any fee for the renewal transfer. A renewal transfer for incoming, returning players shall be filed with the Team's Home Federation on or before August 1 in order to be eligible for the Transfer without further payment of any fees.

c. Players with Remaining Eligibility who are Returning to Their Outgoing Federation.

Any junior player with remaining eligibility who desires to return to their outgoing Federation, shall be required to secure a Release from his current incoming Team, pursuant to the terms and provisions of this Agreement.

6. Immediate Eligibility

All players wishing to transfer to the incoming Federation during the Try-out period shall be immediately eligible to participate, upon the appropriate release payment being paid in full to the outgoing team. Any player wishing to transfer after competing in a current season, regularly scheduled, league game for the team on whose roster he currently appears shall be ineligible to participate in the incoming Federation until the release payment is agreed upon, payment therefore is in process (See Article III – Time Lines. Paragraph D – Payments/Deposits), and the transfer process is initiated with the incoming Federation.

7. Players Released from NCAA with remaining junior eligibility

Players, with remaining junior eligibility, who wish to transfer from a NCAA program are required to secure a release from the previous outgoing team should movement take place during the first season of participation on the NCAA team. Release payment will be based upon the scheduled values listed in the chart (not team to team negotiation). Should a player complete a full season of NCAA and wish to transfer in the subsequent season, a release would not be required from the previous outgoing team.

This provision does not apply to players who go directly to NCAA from the USA Hockey National Team Development Program (NTDP).

C. Federation Guarantee

The payment of all sums due from the teams, as set forth herein, shall be guaranteed by the respective Federation of which the incoming team is a member.

ARTICLE V– AFFILIATED PLAYERS

Youth or Junior players competing within the programs of the two signatory Federations, shall be entitled to temporarily affiliate with Junior teams, subject to the following terms and conditions:

A. Designation

The eligible junior teams shall select no more than six (6) Affiliated Players, with one (1) additional replacement allowed. A written list of a Team's Affiliated Players shall be filed with the Team's Domestic Federation on or before November 1, or before the first game in which the affiliated player participates, whichever shall first occur. Any duplicate claims shall be resolved by awarding the player to the team for whom the player first plays a game. An affiliated player may only play for one (1) Team per Federation, during the current playing season.

USAH and HC shall provide a copy of the Team's Affiliated Players lists filed with the respective Federation in accordance with the terms of the within Agreement to its counterpart Federation no later than November 15 of each season.

B. Time Period of Eligibility

The players listed shall be eligible to be invited to compete for the Affiliated team from the start of the regular season to December 31 of the current playing season unless extended by the voluntary agreement of both affected teams. During this period, the players will remain duly rostered on their domestic team and eligible to compete for their domestic team when not competing for their Affiliated Junior Team. No affiliated player shall play more than six (6) games for the Junior Team.

C. Consent

Before an Affiliated Player can be eligible to compete for his Affiliated Junior Team, the Affiliated Junior Team must complete a standard consent form to secure the approval of the General Manager or the coach of the player's domestic team; and the player's parents, approving his participation in the Affiliation Program, and the terms thereof. The player's parent must also acknowledge, in writing that they understand the effect that this competition/affiliation may have on the player's NCAA eligibility. The approval must also indicate the number of games the player may play with the Affiliated Team. The domestic team's coach has the right to veto the use of an affiliated player, at any time, should it affect the domestic team's schedule.

A copy of the consent form shall be provided to the Federation where the team wishing to use the player as an Affiliate is registered by fax or electronic transfer prior to the player being eligible for participation as an Affiliate Player.

This Federation shall ensure that the other Federation receives a copy of the consent form by fax or electronic transfer within 1 business day of receipt of the form.

D. Insurance

During competition/practice, etc., for the Affiliated Team, the Affiliated Player shall be covered and protected by insurance provided by the Affiliated Team's Federation Insurance Program.

E. Reports

All use of Affiliated Players shall be reported, in writing to the domestic Federation of both the player and the team. Within 30 days of the conclusion of the regular season, each League shall provide a list of all players who have played as Affiliate Players which have been authorized by the provisions herein.

The report shall include the name of the player, the name of his registered team, the name of the team he affiliated with, and the number of games played as provided herein.

The report shall be signed by the authorized signatory of the League, and shall be forwarded to its Domestic Federation.

USAH and HC shall provide a copy of the filed reports to its counterpart Federation within 15 days of receipt.

ARTICLE VI- DISPUTE RESOLUTION PROCESS

In the event of a dispute arising under this Agreement, an Appeal must be properly and timely filed, and thereafter, the following process shall govern and control the rights and duties of the various parties.

The Dispute Resolution Process shall be available for Transfer/Release disputes, as well as tampering charges.

Section 1 shall apply to all Transfer/Release disputes, and Section II, shall be utilized for all Tampering charges which shall by reference incorporate all of Section 1, except the noted changes for Tampering Charges.

SECTION I – TRANSFER/RELEASE DISPUTES

A. Jurisdiction

1. Scope

The Appeals Committee shall have original jurisdiction over all disputes arising under this Agreement, only.

2. Status Pending Appeal

The status of the issue shall remain as supported by the current registration records until modified, if at all, by the decision of the Appeals Committee.

B. Appeals Committee**1. Membership**

Each Federation, USAH and HC, shall annually appoint a representative to the Appeals Committee who shall serve as the Co-Chairs of that Committee. In addition, each Federation shall appoint a second member to serve on each arbitration panel. The Chair for a particular appeal shall be the Co-Chair representing the Outgoing Federation.

2. Voting

Each Member of the Arbitration Panel shall be entitled to one (1) vote. In the event of a tie, the Chair of that particular panel shall cast a second and deciding ballot.

C. Appellate Process**1. Filing an Appeal**

A team desiring to file an appeal shall do so, in writing, by notifying the team's Federation Co-Chair of the Appeals Committee. The notice and appeal shall be sufficient if it includes the following:

a. Statement of Dispute

A clear, concise statement of the Dispute, in writing, referencing the portions of this Agreement in dispute, shall accompany the Notice. If it involves players, it shall include the name, address, phone number and birth date of the player involved.

b. Representative Information

The name, address, phone number, and fax number of the duly authorized representative of the appealing League/Team who will respond on behalf of the League/Team.

c. Cost Bond

A certified check in the amount of One thousand and no/100 (\$1,000.00) Dollars (US currency value or Canadian equivalent) made payable to the Team's Federation.

d. Timely Filing

In order to be considered timely filed, the appeal described herein must be received by the Federation Co-Chair within fifteen (15) days after the date on which the dispute arose. A failure to timely file an appeal shall constitute a waiver of the appealing team's rights and the appeal shall be dismissed.

2. Notice

Within five (5) days of the receipt of the appeal, the Co-Chair to whom the appeal has been forwarded, shall forward a copy of the appeal to his fellow Co-Chair and to the team on whose active roster the player currently appears, and/or for whom the player is currently playing. This notice shall be forwarded by electronic transfer or by restricted certified mail, return receipt requested.

3. Response

Within five (5) days from the verified receipt of the notice and appeal, the responding team may file a response which shall be sufficient if in writing and includes the following:

a. Statement of Position

A clear, concise response to the appealing party's Statement of Dispute, in writing, referencing portions of this Agreement deemed applicable.

b. Representative Information

The name, address, phone number and fax number of the team representative authorized to act on behalf of the team.

c. Cost Bond

A certified check in the amount of One thousand and no/100 (\$1,000.00) Dollars (US currency value or Canadian equivalent) made payable to the Team's Federation.

d. Timely Filing

In order to be considered timely filed, the response described herein must be received by the Federation Co-Chair who forwarded the notice to the responding team by electronic transfer or by restricted certified mail, return receipt requested, within five (5) days from the date the responding team received the notice. A failure to timely file a response shall be considered a waiver of the responding team's rights, and the appeal shall be sustained.

4. Mediation

The Federation Co-Chair acting as Chair for purposes of the particular appeal, upon receipt of the response shall have a period of five (5) days during which he shall attempt to mediate the dispute. As incentive to both teams to accept a mediated settlement, the Federation Co-Chair may refund to each team up to seventy-five percent (75%) of the cost bond deposited in the event the teams shall elect to accept a mediated settlement.

5. Arbitration Hearing

In the event that the mediation process shall fail to resolve compensation claim, the Federation Co-Chair acting as Chairman for the specific player's appeal shall, within five (5) days after the failure of mediation, process the matter to final decision as follows:

a. Distribution of Materials

The Federation Co-Chair acting as Chair for the particular appeal shall forward copies of the written appeal and response to each member of the Appeals Committee for their independent consideration and review.

b. Conference Call

The Federation Co-Chair acting as Chair for the particular appeal shall then contact each member of the Appeals Committee, and schedule the appeal for hearing by conference call, including all four (4) members of the Appeals Committee.

c. Hearing

During the conference call hearing, the parties shall consider the materials presented by the affected teams, and shall then determine which of the two positions they shall accept as the most reasonable under the circumstances presented, in line with any precedent that has been established by previous appeals.

d. Tie Vote

In the event that there shall be a tie vote on the initial ballot of the Appeals Committee, the Federation Co-Chair acting as Chair for this particular player's appeal shall cast an additional and deciding ballot.

e. Optional-In Person Hearing

In the event that either team shall request an in-person hearing, the team making that request shall file an additional cost bond in the amount necessary to fly all members of the Appeals Committee to a common, convenient location, plus one night's lodging in a quality facility at that location, and an additional \$100.00/day for meals during the trip (3 days). At such an in-person hearing, live testimony in support of the respective position of the disputing parties may be considered.

6. Decision

The decision of the Appeals Committee as to which position shall be adopted by the Arbitration Panel, shall be immediately communicated to both affected parties and then reduced to written form and forwarded, within five (5) days, by electronic transfer or restricted certified mail, by the Co-Chairman to the affected parties.

a. Winning Team

The party whose offer is selected as a basis for the Arbitration Panel Decision shall be entitled to the remedy provided and shall be refunded their cost bond by the Federation Co-Chair serving as Chair of the Appeals Committee.

b. Losing Team

The losing party shall forfeit their cost bond and shall be required to comply with the decision of the Arbitration Panel. The cost bond shall be divided equally between HC and USAH, and that both HC and USAH agree that the bond monies shall be applied to its Youth/Minor Development programs within the respective Federations.

c. Compliance

In the event that either party shall fail or refuse to comply with the decision of the Appeals Committee, that party shall be removed from membership in good standing in its Domestic Federation, and the Federation Co-Chairs may impose additional sanctions (e.g. fines, suspension of the player, etc.) to insure final implementation of the Appeals Committee decision.

SECTION II – TAMPERING

USAH, HC, and CHL agree that as all players governed by the terms of this Agreement are able to transfer to another Federation at the conclusion of the player's current team, that any allegation of tampering is a matter which requires serious sanctions.

USAH, HC, and CHL also agree that any team making an allegation of tampering should not do so lightly, and in the event that the tampering allegation is proven to be false, serious sanctions should also be imposed on all teams who make allegations that are proven false.

A. Jurisdiction

USAH, HC, and CHL hereby grant jurisdiction to the Dispute Resolution Panel as comprised herein to resolve all disputes which involve allegations of tampering as defined in Article III herein.

B. Authority of the Dispute Resolution Panel to impose penalties

USAH, HC, AND CHL hereby grant authority to the Dispute Resolution Panel to impose penalties to the offending team in the event that tampering allegations have been proven, or upon the team making an allegation of tampering in the event that the allegation is proven to be false.

The penalties that may be imposed by the Dispute Resolution Panel shall include on the following sanctions:

- 1) Fine not to exceed \$5,000.00 per occurrence;
- 2) The loss of all privileges to register players who are defined as Incoming Transfers for a period not to exceed the next two playing seasons.

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In addition to these penalties imposed, USAH, HC, and CHL may impose additional sanctions in accordance with its respective Constitutions and By-Laws against the team, coach, general manager, team official, or player in keeping with the terms of its respective Constitution and By-Laws.

C. Confirmation of procedural rules

USAH, HC, AND CHL hereby agree that all items of procedure for the Dispute Resolution Process for tampering, shall be the same items of procedure as set forth in Article 1 herein for Transfer/Release hearings including the filing of the \$1,000 Cost Bond with the following exceptions:

1) In Person Hearing

Allegations of tampering may require an in-person hearing to properly address the issue of tampering.

USAH, HC, and CHL hereby grants authority to the Dispute Resolution Panel to request an in-person hearing;

In the event that the Dispute Resolution Panel requests an in-person hearing, the parties to the Hearing shall be bound by all terms of the Process, including posting Cost Bond for travel and per diems as set forth in Article VI, Section 1. It is agreed that each of the teams shall be required to post the Cost Bond with their respective National Federations.

2) Travel/Per Diems Cost Bond

a) Timelines

i) Upon receipt of the material filed by the teams, the Dispute Resolution Panel shall determine within 5 days from the date the last material is filed, whether or not an In-Person Hearing will be required;

ii) That upon receipt of notification that an In-Person Hearing is being requested by the Dispute Resolution Panel, the teams involved shall have a further 7 days in which to file a Travel/Per Diems Cost Bond in an amount as shall be advised by the Dispute Resolution Panel;

b) Failure to File Travel/Per Diems Cost Bond

In the event that any of the parties to the Dispute Resolution Process fails to file the Travel/Per Diems Cost Bond, the Dispute Resolution Panel shall, in its unfettered discretion, be entitled to note that the failure to file as an admission of the allegations, or an admission that the filed allegations are proven false as the circumstances dictate.

Further, that in the event that the Dispute Resolution Panel notes the failure to file the Travel/Per Diem Cost bond as admissions as set forth herein, The Dispute Resolution Panel shall be entitled to file sanctions as authorized herein on the basis that the allegations are either accepted as true, or the allegations have been proven false.

c) Posting of Cost Bond

Upon filing of the Cost Bond, the Dispute Resolution Panel shall advise the teams of the date and location of the In-Person Hearing. USAH, HC, and CHL agree that the In-Person Hearing date shall occur no earlier than 15 days from the date the Cost Bonds have been posted by the respective teams in order that the most economical Airfares may be obtained for the members of the Dispute Resolution Panel.

d) Authority of Dispute Resolution Panel to direct forfeiture of Travel/Per Diems Cost Bond

In the event that the Dispute Resolution Process proceeds to hearing, the Dispute Resolution Panel in its decision shall determine that the losing party shall forfeit its Cost Bond for Travel/Per Diems, and the winning party shall be entitled to the return of the Cost Bond for Travel/Per Diems.

In the event that the Dispute Resolution Panel fails to find the allegation of Tampering to be true, and also fails to find the allegation to be filed falsely, that the Dispute Resolution Panel shall be entitled to order one-half the costs of the Travel/Per Diems payable by each of the parties to the Dispute Resolution Process, and to direct that the remaining one-half of the Travel/Per Diem Cost Bonds shall be returned to the Teams.

ARTICLE VII- NOTICE

Notice to the parties to this Agreement, shall be sufficient if in writing, and forwarded to the party at the following address:

USAH

1775 Bob Johnson Dr
Colorado Springs, Colorado
United States
80906

HC

2424 University Dr NW
Calgary, Alberta
Canada
T2N 3Y9

CHL

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

ARTICLE VIII- DURATION OF AGREEMENT

This Agreement shall commence on the 1st day of July, 2008, and shall continue for a term of one (1) year to and including June 30, 2009, and from year to year thereafter unless amended as hereinafter provided or terminated by a party upon written notice to the other parties, which notice must be given, to be effective, on or before the 31st day of December of the current hockey Season and Agreement. This Transfer/Release Agreement is subject to approval by the undersigned representatives from USAH, HC and the CHL.

ARTICLE IX- AMENDMENT

This Agreement may be amended at any time by agreement of each and all of the parties. Absent agreement, an amendment may only be made at the conclusion of the term of the Agreement. Any proposed amendment must be submitted on or before the 31st day of December of the current hockey season, which amendment, if agreed, will then be effective in the subsequent hockey season(s).

ARTICLE X – DEFINITIONS

The following terms shall have the described meanings when used in this Agreement.

A. OUTGOING FEDERATION

Shall mean and refer to that Federation in which the player resides before the proposed release/transfer activity.

B. INCOMING FEDERATION

Shall mean that Federation to which the player is moving after the proposed release/transfer activity.

C. ACTIVE ROSTER/PROTECTED LIST

Shall mean and refer to that number of players who are currently and immediately authorized to compete on behalf of a properly registered team.

D. PLAYER

Shall mean and refer to any eligible player in an outgoing Federation who has properly and completely registered with that outgoing Federation as certified by that outgoing Federation; is currently rostered on a member team of that outgoing Federation; and has competed on behalf of that team in current regular season league competition;

OR

Any eligible player in an incoming Federation who is properly and completely registered by the incoming Federation, as certified by that incoming Federation; currently rostered by a member team of that incoming Federation; has previously competed on behalf of the member team in the previous regular season league competition; and whose transfer has been renewed on or before August 1 prior to the commencement of the regular league season.

E. REGULAR LEAGUE SEASON

Shall mean and refer to all regular season League competition including League and National Championship play-off competition.

F. PLAYER VALUE/RIGHTS

The playing rights of an eligible player shall belong to the team with whom the player is currently registered as determined by the respective Federations. However, the value of the eligible player's playing rights shall be determined by the last team for whom the player actually plays a regular season game.

G. TEAM NATIONALITY

Generally, a team's nationality shall be determined by the geographical locations of the team, and, all transfers shall be processed through the team's home Federation.

Junior Teams (below major junior) based in the USA and participating in a Canadian League would process transfers with USA Hockey for any incoming import players to their teams.

Example: Team located in the USA participating in a Canadian League would process all incoming imports (non-USA citizens) through USA Hockey and abide by the import rules established in its Federation.

If a properly transferred import player or US player moves from a US based team that participates in a Canadian League to a Junior Team, including major junior, within Canada, a release and transfer would be required. If a properly transferred import player moves from a US based team that participates in a Canadian League or an import player moves from a Canadian based team that participates in a Canadian or US based league, including major junior, then that move shall also be subject to any applicable home Federation rules, as well as the provisions of this Agreement. Should an import player that has been properly transferred to a US based team that participates in a Canadian League move to another Junior Team within the USA, a trade/consent form would have to be processed.

A listing of the teams that fall under this example will be kept on file at both Federations and must be approved by both Federations, annually.

ARTICLE XI- ENTIRE AGREEMENT

This Transfer/Release Agreement, consisting of 29 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 26th day of February, 2008.

USAH/HC/CHL
TRANSFER & RELEASE AMENDING AGREEMENT

THIS AGREEMENT made the 24th day of March, 2009.

Between:

USA Hockey Inc., located at 1775 Bob Johnson Drive, Colorado Springs, Colorado ("USAH")

and

Canadian Hockey Association, located at 2424 University Drive NW, Calgary, Alberta ("Hockey Canada")

and

Canadian Hockey League, located at 305 Milner Ave., Suite 201, Scarborough, Ontario ("CHL")

WHEREAS:

1. The parties entered into an Agreement dated February 26, 2008 regarding the process for movement of participating players across the common border between Canada and the United States ("the Existing Agreement");
2. The Existing Agreement continues for a one year term to and including June 30, 2009, and continues from year to year thereafter unless amended or terminated;
3. The parties wish to amend the Existing Agreement for the 2009-2010 hockey season upon the terms and conditions set forth in this Agreement (the "Amending Agreement");

NOW THEREFORE THIS AMENDING AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein and subject to the terms and conditions in this agreement the parties agree as follows:

1. The parties agree that any fifteen year old player (1994 birthdate) registered with USAH shall be permitted to attend one or more tryout camp(s) with one or more CHL team(s) provided that he follows the procedure set out in Section A.1.b of Article III of the Existing Agreement.
2. Despite the wording of Section E of Article II of the Existing Agreement, no fifteen year old player (1994 birthdate) registered with USAH may participate as an affiliate player with a CHL team until that player has completed his season with the USAH team with which he is registered. Upon the completion of his season with his USAH

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team, that player may participate as an affiliate with a CHL team provided that he follows the procedure set out in Section E of Article II of the Existing Agreement.

3. USAH, Hockey Canada and the CHL will meet in Montreal sometime between June 25, 2009 and June 27, 2009, coinciding with the 2009 NHL Draft, to have further discussions regarding the Existing Agreement and the amendments thereto. USAH agrees to make best efforts to have one or more representatives of the National Collegiate Athletic Association attend at that meeting.
4. The Existing Agreement shall otherwise remain in effect upon the same terms and conditions as set out in it.
5. This Amending Agreement and the Existing Agreement together constitute the entire agreement between the parties.

IN WITNESS WHEREOF we have hereunto set our hands:

USA HOCKEY, INC.

By: _____

Dave Ogreaan, Executive Director

HOCKEY CANADA


By: _____

Bob Nicholson, President

CANADIAN HOCKEY LEAGUE

By: _____

David Branch, President

This is Exhibit EE referred to in the
affidavit of Andrew J. Eckert
sworn before me, this 20th
day of February, 20 15


commissioner for taking affidavits

BYLAW, ARTICLE 12

Amateurism and Athletics Eligibility

12.01 General Principles.

12.01.1 Eligibility for Intercollegiate Athletics. Only an amateur student-athlete is eligible for intercollegiate athletics participation in a particular sport.

12.01.2 Clear Line of Demarcation. Member institutions' athletics programs are designed to be an integral part of the educational program. The student-athlete is considered an integral part of the student body, thus maintaining a clear line of demarcation between college athletics and professional sports.

12.01.3 "Individual" vs. "Student-Athlete." NCAA amateur status may be lost as a result of activities prior to enrollment in college. If NCAA rules specify that an "individual" may or may not participate in certain activities, this term refers to a person prior to and after enrollment in a member institution. If NCAA rules specify a "student-athlete," the legislation applies only to that person's activities after enrollment.

12.01.4 Permissible Grant-in-Aid. A grant-in-aid administered by an educational institution is not considered to be pay or the promise of pay for athletics skill, provided it does not exceed the financial aid limitations set by the Association's membership.

12.02 Definitions and Applications.

12.02.1 Agent. An agent is any individual who, directly or indirectly: *(Adopted: 1/14/12)*

- (a) Represents or attempts to represent an individual for the purpose of marketing his or her athletics ability or reputation for financial gain; or
- (b) Seeks to obtain any type of financial gain or benefit from securing a prospective student-athlete's enrollment at an educational institution or from a student-athlete's potential earnings as a professional athlete.

12.02.1.1 Application. An agent may include, but is not limited to, a certified contract advisor, financial advisor, marketing representative, brand manager or anyone who is employed or associated with such persons. *(Adopted: 1/14/12)*

12.02.2 Actual and Necessary Expenses. Actual and necessary expenses are limited to ~~those referred to in the~~ *(Adopted: 1/19/13 effective 8/1/13)* ~~affidavit of~~ *This is Exhibit FF referred to in the*

- (a) Meals;
- (b) Lodging;
- (c) Apparel, equipment and supplies;
- (d) Coaching and instruction;
- (e) Health/medical insurance;
- (f) Transportation (expenses to and from practice and competition, cost of transportation from home to training/practice site at the beginning of the season/preparation for an event and from training/practice/event site to home at the end of season/event);
- (g) Medical treatment and physical therapy;
- (h) Facility usage;
- (i) Entry fees; and
- (j) Other reasonable expenses.

12.02.2.1 Application. Unless otherwise permitted by the NCAA constitution or bylaws, actual and necessary expenses may be provided only if such expenses are for competition on a team or in a specific event or for practice that is directly related to such competition. The value of such expenses must be commensurate with the fair market value of similar goods and services in the locality in which the expenses are provided and must not be excessive in nature. Actual and necessary expenses shall not include the expenses or fees of anyone other than the individual who participates as a member of the team or in a specific event. *(Adopted: 1/19/13 effective 8/1/13)*

12.02.3 Calculation of Actual and Necessary Expenses—Individual Sports. In individual sports, the calculation of an individual's actual and necessary expenses shall be based on expenses incurred during each calendar year (January–December), rather than on an event-by-event basis. *(Adopted: 1/19/13 effective 8/1/13)*

12.02.4 Individual. An individual, for purposes of this bylaw, is any person of any age without reference to enrollment in an educational institution or status as a student-athlete.

12.02.5 Limited Benefit—Prior to Initial Full-Time Enrollment at an NCAA Institution—Expenses from a Permissible Source. Prior to initial full-time enrollment at an NCAA institution, if an individual receives expenses from a permissible source (e.g., event sponsor, club team) that exceed his or her actual

affidavit of Andrew J. Eckert

sworn before me, this 20th

day of February, 2015

[Signature]
cost of transportation from home to training/practice site and from training/practice/event site

and necessary expenses by \$300 or less, the eligibility of the individual shall not be affected. *(Adopted: 1/19/13 effective 8/1/13)*

12.02.6 Limited Benefit—Enrolled Student-Athlete—Expenses from a Permissible Source. If a student-athlete engages in permissible outside competition and receives expenses from a permissible source (e.g., event sponsor, club team) that exceed his or her actual and necessary expenses by \$300 or less, the eligibility of the student-athlete shall not be affected and the institution is not required to submit a self-report of the infraction. *(Adopted: 1/19/13 effective 8/1/13)*

12.02.7 Organized Competition. Athletics competition shall be considered organized if any of the following conditions exists: *(Revised: 4/29/10, 7/31/14)*

- (a) Competition is scheduled and publicized in advance;
- (b) Official score is kept;
- (c) Individual or team standings are maintained;
- (d) Official timer or game officials are used;
- (e) Admission is charged;
- (f) Teams are regularly formed or team rosters are predetermined;
- (g) Team uniforms are used;
- (h) A team is privately or commercially sponsored; or
- (i) The competition is either directly or indirectly sponsored, promoted or administered by an individual, an organization or any other agency.

12.02.8 Pay. Pay is the receipt of funds, awards or benefits not permitted by the governing legislation of the Association for participation in athletics.

12.02.9 Professional Athlete. A professional athlete is one who receives any kind of payment, directly or indirectly, for athletics participation except as permitted by the governing legislation of the Association.

12.02.10 Professional Athletics Team. A professional team is any organized team that: *(Revised: 4/25/02 effective 8/1/02, 8/8/02, 4/24/03, 10/28/04)*

- (a) Provides any of its players more than actual and necessary expenses for participation on the team, except as otherwise permitted by NCAA legislation. Actual and necessary expenses are limited to the items listed in Bylaw 12.02.2, provided the value of the items is commensurate with the fair market value in the locality of the player(s) and is not excessive in nature; or
- (b) Declares itself to be professional (see Bylaw 12.2.3.2.4).

12.02.11 Religious Mission, Official. An official religious mission is one that is established by the religious organization of which the individual is a member and that results in the individual being unable to attend a collegiate institution during the period of the mission. *(Revised: 1/9/06, 4/2/10, 7/31/14)*

12.02.12 Student-Athlete. A student-athlete is a student whose enrollment was solicited by a member of the athletics staff or other representative of athletics interests with a view toward the student's ultimate participation in the intercollegiate athletics program. Any other student becomes a student-athlete only when the student reports for an intercollegiate squad that is under the jurisdiction of the athletics department, as specified in Constitution 3.2.4.5. A student is not deemed a student-athlete solely on the basis of prior high school athletics participation.

12.02.13 Triathlon and Cross Country, Track and Field and Swimming. Triathlon and cross country are considered the same sport, triathlon and track and field are considered the same sport, and triathlon and swimming are considered the same sport for purposes of Bylaws 12.1, 12.2 and 12.8.3.2. *(Adopted: 1/18/14 effective 8/1/14)*

12.02.14 Volleyball and Sand Volleyball. Volleyball and sand volleyball are considered the same sport for the purposes of Bylaws 12.1, 12.2 and 12.8.3.2. *(Adopted: 8/26/10, Revised: 7/31/14)*

12.1 General Regulations.

An individual must comply with the following to retain amateur status. (See Bylaw 12.12 regarding the eligibility restoration process.)

12.1.1 Validity of Amateur Status. As a condition and obligation of membership, it is the responsibility of an institution to determine the validity of the information on which the amateur status of a prospective student-athlete (including two-year and four-year college transfers initially enrolling at an NCAA Division I institution) and student-athlete is based. (See Bylaw 14.01.3.) *(Adopted: 1/9/06 effective 8/1/06, for all final certifications for student-athletes initially enrolling at a Division I or Division II institution on or after 8/1/07, Revised: 1/8/07, 4/30/07)*

12.1.1.1 Amateurism Certification Process. An institution shall use an initial eligibility center approved by the Board of Governors to determine the validity of the information on which the amateur status of a student-

athlete is based. (Adopted: 1/9/06 effective 8/1/06, for final certifications for student-athletes initially enrolling at a Division I or Division II institution on or after 8/1/07, Revised: 4/30/07, 10/30/14)

12.1.1.1.1 Scope. The certification of amateur status issued by the NCAA Eligibility Center is limited to activities that occur prior to a prospective student-athlete's request for final amateurism certification or his or her initial full-time enrollment at an NCAA Division I or II institution, whichever occurs earlier. (Adopted: 4/30/07)

12.1.1.1.2 Institutional Responsibilities.

12.1.1.1.2.1 Amateur Status After Certification. An institution is responsible for certifying the amateur status of a prospective student-athlete (including two-year and four-year college transfers initially enrolling at an NCAA Division I institution) from the time he or she requests that a final certification be issued by the NCAA Eligibility Center or from the time he or she initially enrolls as a full-time student at an NCAA Division I or II institution (whichever occurs earlier). (Adopted: 4/30/07)

12.1.1.1.2.2 Sharing Information and Reporting Discrepancies. If an institution receives additional information or otherwise has cause to believe that a prospective student-athlete's amateur status has been jeopardized, the institution is responsible for promptly notifying the NCAA Eligibility Center of such information. Further, an institution is responsible for promptly reporting to the NCAA Eligibility Center all discrepancies in information related to a student-athlete's amateurism certification. (Adopted: 4/30/07)

12.1.1.1.3 Eligibility for Practice or Competition. Prior to engaging in practice or competition, a student-athlete shall receive a final certification of amateur status based on activities that occur prior to his or her request for final certification or initial full-time enrollment at an NCAA Division I or II institution (whichever occurs earlier). (Adopted: 4/30/07)

12.1.1.1.3.1 Temporary Certification. If a prospective student-athlete reports for athletics participation before the student's amateur status has been certified, the student may practice, but not compete, for a maximum period of 45 days. After this period, the student shall have his or her amateur status certified to continue to practice or to compete. (Adopted: 1/9/06 effective 8/1/06, for all final certifications for student-athletes initially enrolling at a Division I or Division II institution on or after 8/1/07, Revised: 11/29/09)

12.1.1.1.4 Eligibility for Practice After a Final Not-Certified Certification. After a final not-certified certification is rendered, a student-athlete may continue to engage in practice activities, provided the institution has submitted a notice of appeal. At the point in which all appeal opportunities have been exhausted and no eligibility has been granted, the student-athlete may no longer participate in practice activities. (Adopted: 3/21/07)

12.1.2 Amateur Status. An individual loses amateur status and thus shall not be eligible for intercollegiate competition in a particular sport if the individual: (Revised: 4/25/02 effective 8/1/02, 4/24/03 effective 8/1/03, 4/29/10 effective 8/1/10)

- (a) Uses his or her athletics skill (directly or indirectly) for pay in any form in that sport;
- (b) Accepts a promise of pay even if such pay is to be received following completion of intercollegiate athletics participation;
- (c) Signs a contract or commitment of any kind to play professional athletics, regardless of its legal enforceability or any consideration received, except as permitted in Bylaw 12.2.5.1;
- (d) Receives, directly or indirectly, a salary, reimbursement of expenses or any other form of financial assistance from a professional sports organization based on athletics skill or participation, except as permitted by NCAA rules and regulations;
- (e) Competes on any professional athletics team per Bylaw 12.02.10, even if no pay or remuneration for expenses was received, except as permitted in Bylaw 12.2.3.2.1;
- (f) After initial full-time collegiate enrollment, enters into a professional draft (see Bylaw 12.2.4); or
- (g) Enters into an agreement with an agent.

12.1.2.1 Prohibited Forms of Pay. "Pay," as used in Bylaw 12.1.2 above, includes, but is not limited to, the following:

12.1.2.1.1 Salary, Gratuity or Compensation. Any direct or indirect salary, gratuity or comparable compensation.

12.1.2.1.2 Division or Split of Surplus. Any division or split of surplus (bonuses, game receipts, etc.).

12.1.2.1.3 Educational Expenses. Educational expenses not permitted by the governing legislation of this Association (see Bylaw 15 regarding permissible financial aid to enrolled student-athletes).

12.1.2.1.3.1 Educational Expenses or Services—Prior to Collegiate Enrollment. A prospective student-athlete may receive educational expenses or services (e.g., tuition, fees, room and board, books, tutoring, standardized test preparatory classes) prior to collegiate enrollment from any

individual or entity other than an agent, professional sports team/organization, member institution or a representative of an institution's athletics interests, provided the payment for such expenses or services is disbursed directly to the individual, organization or educational institution (e.g., high school, preparatory school) providing the educational expense or service. (Adopted: 4/25/02 effective 8/1/02, Revised: 1/14/08)

12.1.2.1.3.2 Educational Expenses From Outside Sports Team or Organization—After Collegiate Enrollment. Educational expenses provided to an individual after initial collegiate enrollment by an outside sports team or organization that are based on any degree on the recipient's athletics ability [except for financial aid that is received from a team or organization that conducts a competitive sports program by an individual who is not a member of that team or organization (see Bylaw 15.2.6.3)], even if the funds are given to the institution to administer to the recipient. (Revised: 1/10/95, 4/25/02 effective 8/1/02, 1/15/11 effective 8/1/11, 8/18/11)

12.1.2.1.3.2.1 Educational Expenses—Olympic Committee. A student-athlete may receive educational expenses awarded by the U.S. Olympic Committee (or for international student-athletes, expenses awarded by the equivalent organization of a foreign country) pursuant to the applicable conditions set forth in Bylaw 15.2.6.4. (Adopted: 4/15/97, Revised: 11/1/00, 4/25/02 effective 8/1/02)

12.1.2.1.3.2.2 Educational Expenses—National Governing Body. A student-athlete may receive educational expenses awarded by a U.S. national governing body (or, for international student-athletes, expenses awarded by the equivalent organization of a foreign country) pursuant to the applicable conditions set forth in Bylaw 15.2.6.4. (Adopted: 10/28/97 effective 8/1/98, Revised: 11/1/00, 4/25/02 effective 8/1/02)

12.1.2.1.4 Expenses, Awards and Benefits. Excessive or improper expenses, awards and benefits.

12.1.2.1.4.1 Cash or Equivalent Award. Cash, or the equivalent thereof (e.g., trust fund), as an award for participation in competition at any time, even if such an award is permitted under the rules governing an amateur, noncollegiate event in which the individual is participating. An award or a cash prize that an individual could not receive under NCAA legislation may not be forwarded in the individual's name to a different individual or agency. (Revised: 4/25/02 effective 8/1/02)

12.1.2.1.4.1.1 Exception—Prospective Student-Athlete's Educational Institution. A financial award may be provided to a prospective student-athlete's educational institution in conjunction with the prospective student-athlete being recognized as part of an awards program in which athletics participation, interests or ability is a criterion, but not the sole criterion, in the selection process. Such an award must also include nonathletics criteria, such as the prospective student-athlete's academic record and nonathletics extracurricular activities and may not be based on the prospective student-athlete's place finish or performance in a particular athletics event. In addition, it is permissible for an outside organization (other than a professional sports organization) to provide actual and necessary expenses for the prospective student-athlete (and the prospective student-athlete's parents or other relatives) to travel to a recognition event designed to recognize the prospective student-athlete's accomplishments in conjunction with his or her selection as the recipient of a regional, national or international award. (Adopted: 10/28/99)

12.1.2.1.4.1.2 Operation Gold Grant. An individual (prospective student-athlete or student-athlete) may accept funds that are administered by the U.S. Olympic Committee pursuant to its Operation Gold program. (Adopted: 4/26/01 effective 8/1/01)

12.1.2.1.4.2 Expenses/Awards Prohibited by Rules Governing Event. Expenses incurred or awards received by an individual that are prohibited by the rules governing an amateur, noncollegiate event in which the individual participates.

12.1.2.1.4.3 Expenses from an Outside Sponsor. An individual who participates in a sport as a member of a team may receive actual and necessary expenses for competition and practice held in preparation for such competition (directly related to the competition and conducted during a continuous time period preceding the competition) from an outside sponsor (e.g., team, neighbor, business) other than an agent or a representative of an institution's athletics interests (and, after initial full-time collegiate enrollment, other than a professional sports organization). An individual who participates in a sport as an individual (not a member of a team) may receive actual and necessary expenses associated with an athletics event and practice immediately preceding the event, from an outside sponsor (e.g., neighbor, business) other than an agent or a representative of an institution's athletics interests (and, after initial full-time collegiate enrollment, other than a professional sports organization). (Revised: 8/26/10, 1/19/13 effective 8/1/13, 11/7/13)

12.1.2.1.4.3.1 Expenses Prior to Full-Time Collegiate Enrollment—Professional Sports Organization. Prior to full-time collegiate enrollment, an individual may accept up to actual and necessary expenses for competition and practice held in preparation for such competition from a professional sports organization that sponsors the event. (Adopted: 10/16/12)

12.1.2.1.4.3.2 Expenses/Benefits Related to Olympic Games. Members of an Olympic team may receive all nonmonetary benefits and awards provided to members of an Olympic team beyond actual and necessary expenses and any other item or service for which it can be demonstrated that the same benefit is available to all members of that nation's Olympic team or the specific sport Olympic team. *(Adopted: 1/1/00, Revised: 1/19/13 effective 8/1/13)*

12.1.2.1.4.4 Expenses for Parents/Legal Guardians of Participants in Athletics Competition. Expenses received by the parents or legal guardians of a participant in athletics competition from a nonprofessional organization sponsoring the competition in excess of actual and necessary travel, room and board expenses, or any entertainment expenses, unless such expenses are made available to the parents or legal guardians of all participants in the competition. *(Adopted: 1/16/93, Revised: 1/11/97)*

12.1.2.1.4.4.1 Postseason Bowl Event. [FBS] On one occasion per year, a student-athlete may designate either additional individuals or substitutes (not to exceed a total of six individuals) to receive entertainment expenses related to an event organized by the nonprofessional sponsor of a postseason bowl game specifically for the parents or legal guardians of student-athletes participating in the postseason bowl. The additional individuals or substitutes designated by the student-athlete shall be subject to the review and approval of the institution's athletics director, or his or her designee. *(Adopted: 4/29/04 effective 8/1/04)*

12.1.2.1.5 Payment Based on Performance. Any payment conditioned on the individual's or team's place finish or performance or given on an incentive basis that exceeds actual and necessary expenses, or receipt of expenses in excess of the same reasonable amount for permissible expenses given to all individuals or team members involved in the competition. *(Revised: 4/25/02 effective 8/1/02, 1/19/13 effective 8/1/13)*

12.1.2.1.5.1 Operation Gold Grant. An individual (prospective student-athlete or student-athlete) may accept funds that are administered by the U.S. Olympic Committee pursuant to its Operation Gold program. *(Adopted: 4/26/01)*

12.1.2.1.5.2 Awards Based on Performance in Outside Competition. An individual may receive an award (e.g., trophy, medal, saddle) based on place finish or performance in outside competition, subject to the applicable awards limits (see Bylaw 16.1). *(Adopted: 8/26/10)*

12.1.2.1.6 Preferential Treatment, Benefits or Services. Preferential treatment, benefits or services because of the individual's athletics reputation or skill or pay-back potential as a professional athlete, unless such treatment, benefits or services are specifically permitted under NCAA legislation. **[R]** *(Revised: 1/11/94, 1/14/08)*

12.1.2.1.7 Prize for Participation in Institution's Promotional Activity. Receipt of a prize for participation (involving the use of athletics ability) in a member institution's promotional activity that is inconsistent with the provisions of Bylaw 12.5 or approved official interpretations. *(Revised: 1/11/07 effective 8/1/08)*

12.1.2.2 Use of Overall Athletics Skill—Effect on Eligibility. Participation for pay in competition that involves the use of overall athletics skill (e.g., "superstars" competition) constitutes a violation of the Association's amateur-status regulations; therefore, an individual participating for pay in such competition is ineligible for intercollegiate competition in all sports. (See Bylaw 12.5.2.3.3 for exception related to promotional contests.) *(Revised: 4/25/02 effective 8/1/02)*

12.1.2.3 Road Racing. "Road racing" is essentially the same as cross country or track and field competition and cannot be separated effectively from those sports for purposes of Bylaws 12.1, 12.2 and 12.8.3.2. Therefore, a student-athlete who accepts pay in any form for participation in such a race is ineligible for intercollegiate cross country or track and field competition. *(Revised: 4/25/02 effective 8/1/02)*

12.1.2.4 Exceptions to Amateurism Rule.

12.1.2.4.1 Exception for Prize Money Based on Performance—Sports Other Than Tennis. In sports other than tennis, an individual may accept prize money based on his or her place finish or performance in an athletics event. Such prize money may not exceed actual and necessary expenses and may be provided only by the sponsor of the event. The calculation of actual and necessary expenses shall not include the expenses or fees of anyone other than the individual (e.g., coach's fees or expenses, parent's expenses). *(Adopted: 4/25/02 effective 8/1/02, Revised: 12/12/06 applicable to any expenses received by a prospective student-athlete on or after 8/23/06, 4/26/12, 1/19/13 effective 8/1/13)*

12.1.2.4.2 Exception for Prize Money—Tennis.

12.1.2.4.2.1 Prior to Full-Time Collegiate Enrollment. In tennis, prior to full-time collegiate enrollment, an individual may accept up to \$10,000 per calendar year in prize money based on his or her place finish or performance in athletics events. Such prize money may be provided only by the sponsor of an event in which the individual participates. Once the individual has accepted \$10,000 in prize money in a particular year, he or she may receive additional prize money on a per-event basis, provided such prize money does not exceed the individual's actual and necessary expenses for participation in the event. The calculation of actual and necessary expenses shall not include the expenses or fees

of anyone other than the individual (e.g., coach's fees or expenses, parent's expenses). (*Adopted: 4/26/12, Revised: 1/19/13 effective 8/1/13*)

12.1.2.4.2 After Initial Full-Time Collegiate Enrollment. In tennis, after initial full-time collegiate enrollment, an individual may accept prize money based on his or her place finish or performance in an athletics event. Such prize money may not exceed actual and necessary expenses and may be provided only by the sponsor of the event. The calculation of actual and necessary expenses shall not include the expenses or fees of anyone other than the individual (e.g., coach's fees or expenses, parent's expenses). (*Adopted: 1/19/13 effective 8/1/13*)

12.1.2.4.3 Exception for Payment Based on Team Performance. An individual may accept payment from his or her amateur team or the sponsor of the event based on his or her team's place finish or performance, or given on an incentive basis (e.g., bonus), provided the combination of such payments and expenses provided to the individual does not exceed his or her actual and necessary expenses to participate on the team. The calculation of actual and necessary expenses shall not include the expenses or fees of anyone other than the individual (e.g., coach's fees or expenses, parent's expenses). (*Adopted: 10/28/10, Revised: 1/19/13 effective 8/1/13*)

12.1.2.4.4 Exception for Insurance Against Disabling Injury or Illness. An individual may borrow against his or her future earnings potential from an established, accredited commercial lending institution exclusively for the purpose of purchasing insurance (with no cash surrender value) against a disabling injury or illness that would prevent the individual from pursuing a chosen career, provided a third party (including a representative of an institution's athletics interests) is not involved in arrangements for securing the loan. However, an institution's president or chancellor (or his or her designated representative from outside the department of athletics) may designate an institutional staff member (or staff members) (e.g., professional sports counseling panel) to assist a student-athlete with arrangements for securing the loan and insurance. The institution shall retain copies of all documents related to loan transactions and insurance policies, regardless of whether the institution is involved in the arrangements. (*Revised: 1/16/93, 1/14/97 effective 8/1/97, 1/16/10*)

12.1.2.4.5 Exception for Institutional Fundraising Activities Involving the Athletics Ability of Student-Athletes. Institutional, charitable or educational promotions or fundraising activities that involve the use of athletics ability by student-athletes to obtain funds (e.g., "swim-a-thons") are permitted only if: (*Revised: 5/11/05*)

- (a) All money derived from the activity or project go directly to the member institution, member conference or the charitable, educational or nonprofit agency;
- (b) The student-athletes receive no compensation or prizes for their participation; and
- (c) The provisions of Bylaw 12.5.1 are satisfied.

12.1.2.4.6 Exception for USOC Elite Athlete Health Insurance Program. An individual may receive the comprehensive benefits of the USOC Elite Athlete Health Insurance Program. (*Adopted: 1/10/90*)

12.1.2.4.7 Exception for Training Expenses. An individual (prospective or enrolled student-athlete) may receive actual and necessary expenses [including grants, but not prize money, whereby the recipient has qualified for the grant based on his or her performance in a specific event(s)] to cover development training, coaching, facility usage, equipment, apparel, supplies, comprehensive health insurance, travel, room and board without jeopardizing the individual's eligibility for intercollegiate athletics, provided such expenses are approved and provided directly by the U.S. Olympic Committee (USOC), the appropriate national governing body in the sport (or, for international student-athletes, the equivalent organization of that nation) or a governmental entity. (*Adopted: 1/10/91, Revised: 4/27/00, 1/19/13 effective 8/1/13*)

12.1.2.4.8 Exception for Benefits to Family Members—National Team Competition. A commercial company (other than a professional sports organization) or members of the local community may provide actual and necessary expenses for an individual's family members to attend national team competition in which the individual will participate. In addition, an individual's family members may receive nonmonetary benefits provided to the family members of all national team members in conjunction with participation in national team competition. (See Bylaw 16.02.4.) (*Adopted: 1/11/94, Revised: 1/19/13 effective 8/1/13*)

12.1.2.4.9 Exception for Payment of NCAA Eligibility Center Fee. A high school booster club (as opposed to specific individuals) may pay the necessary fee for prospective student-athletes at that high school to be certified by the NCAA Eligibility Center, provided no particular prospective student-athlete(s) is singled out because of his or her athletics ability or reputation. (*Adopted: 1/11/94, Revised: 5/9/07*)

12.1.2.4.10 Exception for Camp or Academy Sponsored by a Professional Sports Organization. An individual may receive actual and necessary expenses from a professional sports organization to attend an academy, camp or clinic, provided: (*Adopted: 1/10/95, Revised: 11/1/01 effective 8/1/02*)

- (a) No NCAA institution or conference owns or operates the academy, camp or clinic;
- (b) No camp participant is above the age of 15;

- (c) The professional sports organization provides to the participants nothing more than actual and necessary expenses to attend the camp or clinic and equipment/apparel necessary for participation;
- (d) Athletics ability or achievements may not be the sole criterion for selecting participants; and
- (e) Academy participants must be provided with academic services (e.g., tutoring).

12.1.2.4.11 Exception for Receipt of Free Equipment and Apparel Items by a Prospective Student-Athlete. It is permissible for prospective student-athletes (as opposed to student-athletes) to receive free equipment and apparel items for personal use from apparel or equipment manufacturers or distributors under the following circumstances: *(Adopted: 1/11/97)*

- (a) The apparel or equipment items are related to the prospective student-athlete's sport and are received directly from an apparel or equipment manufacturer or distributor;
- (b) The prospective student-athlete does not enter into an arrangement (e.g., open account) with an apparel or equipment manufacturer or distributor that permits the prospective student-athlete to select apparel and equipment items from a commercial establishment of the manufacturer or distributor; and
- (c) A member institution's coach is not involved in any manner in identifying or assisting an apparel or equipment manufacturer or distributor in determining whether a prospective student-athlete is to receive any apparel or equipment items.

12.1.2.4.12 Expenses for Participation in Olympic Exhibitions. An individual may receive actual and necessary expenses from the U.S. Olympic Committee (USOC), national governing body or the non-professional organizations sponsoring the event to participate in Olympic tours or exhibitions involving Olympic team members and/or members of the national team, provided that if the individual is a student-athlete, he or she misses no class time, and the exhibition does not conflict with dates of institutional competition. *(Adopted: 10/28/97 effective 8/1/98)*

12.1.2.4.13 Commemorative Items for Student-Athletes Participating in Olympic Games, World University Games, World University Championships, Pan American Games, World Championships and World Cup Events. It is permissible for student-athletes to receive commemorative items incidental to participation in the Olympic Games, World University Games, World University Championships, Pan American Games, World Championships and World Cup events through the applicable national governing body. These benefits may include any and all apparel, leisure wear, footwear and other items that are provided to all athletes participating in the applicable event. *(Adopted: 11/1/00 effective 8/1/01, Revised: 1/14/12)*

12.1.2.4.14 Exception—NCAA First-Team Program. A prospective student-athlete who is a participant in the NCAA First-Team Mentoring Program may receive actual and necessary expenses to attend the First-Team Program's annual educational conference and training seminar. *(Adopted: 8/7/03)*

12.1.3 Amateur Status if Professional in Another Sport. A professional athlete in one sport may represent a member institution in a different sport and may receive institutional financial assistance in the second sport. *(Revised: 4/27/06 effective 8/1/06)*

12.2 Involvement With Professional Teams.

12.2.1 Tryouts.

12.2.1.1 Tryout Before Enrollment—Men's Ice Hockey and Skiing. In men's ice hockey and skiing, a student-athlete remains eligible in a sport even though, prior to enrollment in a collegiate institution, the student-athlete may have tried out with a professional athletics team in a sport or received not more than one expense-paid visit from each professional team (or a combine including that team), provided such a visit did not exceed 48 hours and any payment or compensation in connection with the visit was not in excess of actual and necessary expenses. The 48-hour tryout period begins at the time the individual arrives at the tryout location. At the completion of the 48-hour period, the individual must depart the location of the tryout immediately in order to receive return transportation expenses. A tryout may extend beyond 48 hours if the individual self-finances additional expenses, including return transportation. A self-financed tryout may be for any length of time. *(Revised: 12/22/08, 4/13/10 effective 8/1/10; applicable to student-athletes who initially enroll full time in a collegiate institution on or after 8/1/10)*

12.2.1.1.1 Exception for National Hockey League Scouting Combine—Men's Ice Hockey. In men's ice hockey, prior to full-time enrollment in a collegiate institution, a prospective student-athlete may accept actual and necessary expenses from the National Hockey League (NHL) to attend the NHL scouting combine, regardless of the duration of the combine. *(Adopted: 1/16/10)*

12.2.1.2 Tryout Before Enrollment—Sports Other Than Men's Ice Hockey and Skiing. In sports other than men's ice hockey and skiing, prior to initial full-time collegiate enrollment, an individual may participate in a tryout with a professional team or league, provided he or she does not receive more than actual and necessary expenses to participate. *(Adopted: 4/13/10 effective 8/1/10; applicable to student-athletes who initially enroll full time in a collegiate institution on or after 8/1/10)*

12.2.1.3 Tryout After Enrollment. After initial full-time collegiate enrollment, an individual who has eligibility remaining may try out with a professional athletics team (or participate in a combine including that team) at any time, provided the individual does not miss class. The individual may receive actual and necessary expenses in conjunction with one 48-hour tryout per professional team (or a combine including that team). The 48-hour tryout period shall begin at the time the individual arrives at the tryout location. At the completion of the 48-hour period, the individual must depart the location of the tryout immediately in order to receive return transportation expenses. A tryout may extend beyond 48 hours if the individual self-finances additional expenses, including return transportation. A self-financed tryout may be for any length of time, provided the individual does not miss class. *(Revised: 1/10/92, 4/24/03, 5/26/06, 4/26/07 effective 8/1/07)*

12.2.1.3.1 Exception for Basketball Draft Combine. In basketball, a student-athlete may accept actual and necessary travel, and room and board expenses from a professional sports organization to attend that organization's basketball draft combine regardless of the duration of the camp. [See Bylaw 17.31.4-(e).] *(Adopted: 4/23/03, Revised: 5/26/06, 4/26/07 effective 8/1/07, 11/7/13)*

12.2.1.3.2 Exception for National Hockey League Scouting Combine—Men's Ice Hockey. In men's ice hockey, a student-athlete may accept actual and necessary travel, and room and board expenses from the National Hockey League (NHL) to attend the NHL scouting combine, regardless of the duration of the combine. *(Adopted: 1/16/10)*

12.2.1.3.3 Outside Competition Prohibited. During a tryout, an individual may not take part in any outside competition (games or scrimmages) as a representative of a professional team.

12.2.2 Practice Without Competition.

12.2.2.1 Practice Without Competition—Men's Ice Hockey and Skiing. In men's ice hockey and skiing, an individual may participate in practice sessions conducted by a professional team, provided such participation meets the requirements of NCAA legislation governing tryouts with professional athletics teams (see Bylaw 12.2.1) and the individual does not: *(Revised: 4/13/10 effective 8/1/10)*

- (a) Receive any compensation for participation in the practice sessions;
- (b) Enter into any contract or agreement with a professional team or sports organization; or
- (c) Take part in any outside competition (games or scrimmages) as a representative of a professional team.

12.2.2.2 Practice Without Competition—Sports Other Than Men's Ice Hockey and Skiing.

12.2.2.2.1 Before Enrollment. In sports other than men's ice hockey and skiing, prior to initial full-time enrollment in a collegiate institution, an individual may participate in practice sessions conducted by a professional team, provided he or she does not receive more than actual and necessary expenses to participate. *(Adopted: 4/13/10 effective 8/1/10; applicable to student-athletes who initially enroll full time in a collegiate institution on or after 8/1/10)*

12.2.2.2.2 After Enrollment. In sports other than men's ice hockey and skiing, after initial full-time collegiate enrollment, an individual may participate in practice sessions conducted by a professional team, provided such participation meets the requirements of Bylaw 12.2.1.3 and the individual does not: *(Adopted: 4/13/10 effective 8/1/10)*

- (a) Receive any compensation for participation in the practice sessions;
- (b) Enter into any contract or agreement with a professional team or sports organization; or
- (c) Take part in any outside competition (games or scrimmages) as a representative of a professional team.

12.2.2.3 Prohibited Involvement of Institution's Coach. An institution's coaching staff member may not arrange for or direct student-athletes' participation in football or basketball practice sessions conducted by a professional team.

12.2.3 Competition.

12.2.3.1 Competition Against Professionals. An individual may participate singly or as a member of an amateur team against professional athletes or professional teams. *(Revised: 8/24/07)*

12.2.3.2 Competition With Professionals. An individual shall not be eligible for intercollegiate athletics in a sport if the individual ever competed on a professional team (per Bylaw 12.02.9) in that sport. However, an individual may compete on a tennis, golf, two-person sand volleyball or two-person synchronized diving team with persons who are competing for cash or a comparable prize, provided the individual does not receive payment or prize money that exceeds his or her actual and necessary expenses, which may only be provided by the sponsor of the event. *(Revised: 1/9/96 effective 8/1/96, 1/14/97, 4/25/02 effective 8/1/02, 4/28/14)*

12.2.3.2.1 Exception—Competition Before Initial Full-Time Collegiate Enrollment—Sports Other Than Men's Ice Hockey and Skiing. In sports other than men's ice hockey and skiing, before initial full-time collegiate enrollment, an individual may compete on a professional team (per Bylaw 12.02.10), provided he or she does not receive more than actual and necessary expenses to participate on the team.

(Adopted: 4/29/10 effective 8/1/10; applicable to student-athletes who initially enroll full time in a collegiate institution on or after 8/1/10)

12.2.3.2 Professional Player as Team Member. An individual may participate with a professional on a team, provided the professional is not being paid by a professional team or league to play as a member of that team (e.g., summer basketball leagues with teams composed of both professional and amateur athletes).

12.2.3.2.3 Professional Coach or Referee. Participation on a team that includes a professional coach or referee does not cause the team to be classified as a professional team.

12.2.3.2.4 Major Junior Ice Hockey. Ice hockey teams in the United States and Canada, classified by the Canadian Hockey Association as major junior teams, are considered professional teams under NCAA legislation.

12.2.3.2.4.1 Limitation on Restoration of Eligibility. An appeal for restoration of eligibility may be submitted on behalf of an individual who has participated on a major junior ice hockey team under the provisions of Bylaw 12.12; however, such individual shall be denied at least the first year of intercollegiate athletics competition in ice hockey at the certifying institution and shall be charged with the loss of at least one season of eligibility in ice hockey. *(Revised: 1/11/89)*

12.2.3.2.5 Exception—Olympic/National Teams. It is permissible for an individual (prospective student-athlete or student-athletes) to participate on Olympic or national teams that are competing for prize money or are being compensated by the governing body to participate in a specific event, provided the student-athlete does not accept prize money or any other compensation (other than actual and necessary expenses). *(Adopted: 8/8/02)*

12.2.3.3 Competition in Professional All-Star Contest. A student-athlete who agrees to participate in a professional (players to be paid) all-star game becomes ineligible to compete in any intercollegiate contest that occurs after that agreement. Thus, a senior entering into such an agreement immediately following the last regular-season intercollegiate contest would not be eligible to compete in a bowl game, an NCAA championship or any other postseason intercollegiate contest.

12.2.4 Draft and Inquiry.

12.2.4.1 Inquiry. An individual may inquire of a professional sports organization about eligibility for a professional-league player draft or request information about the individual's market value without affecting his or her amateur status.

12.2.4.2 Draft List. After initial full-time collegiate enrollment, an individual loses amateur status in a particular sport when the individual asks to be placed on the draft list or supplemental draft list of a professional league in that sport, even though: *(Revised: 4/25/02 effective 8/1/02)*

- The individual asks that his or her name be withdrawn from the draft list prior to the actual draft;
- The individual's name remains on the list but he or she is not drafted; or
- The individual is drafted but does not sign an agreement with any professional athletics team.

12.2.4.2.1 Exception—Basketball—Four-Year College Student-Athlete.

12.2.4.2.1.1 Men's Basketball. In men's basketball, an enrolled student-athlete may enter a professional league's draft one time during his collegiate career without jeopardizing eligibility in that sport, provided: *(Adopted: 4/30/09 effective 8/1/09, 4/28/11 effective 8/1/11)*

- The student-athlete requests that his name be removed from the draft list and declares his intent to resume intercollegiate participation not later than the end of the day before the first day of the spring National Letter of Intent signing period for the applicable year;
- The student-athlete's declaration of intent is submitted in writing to the institution's director of athletics; and
- The student-athlete is not drafted.

12.2.4.2.1.2 Women's Basketball. In women's basketball, an enrolled student-athlete may enter a professional league's draft one time during her collegiate career without jeopardizing eligibility in that sport, provided the student-athlete is not drafted by any team in that league and the student-athlete declares her intention to resume intercollegiate participation within 30 days after the draft. The student-athlete's declaration of intent shall be in writing to the institution's director of athletics. *(Adopted: 1/11/94, Revised: 1/10/95, 1/14/97 effective 4/16/97, 4/24/03 effective 8/1/03, 4/30/09 effective 8/1/09)*

12.2.4.2.2 Exception—Basketball—Two-Year College Prospective Student-Athlete. A prospective student-athlete enrolled at a two-year collegiate institution in basketball may enter a professional league's draft one time during his or her collegiate career without jeopardizing eligibility in that sport, provided the prospective student-athlete is not drafted by any team in that league. *(Adopted: 4/24/03 effective 8/1/03)*

12.2.4.2.3 Exception—Football. [FBS/FCS] In football, an enrolled student-athlete (as opposed to a prospective student-athlete) may enter the National Football League draft one time during his collegiate

career without jeopardizing eligibility in that sport, provided the student-athlete is not drafted by any team in that league and the student-athlete declares his intention to resume intercollegiate participation within 72 hours following the National Football League draft declaration date. The student-athlete's declaration of intent shall be in writing to the institution's director of athletics. *(Adopted: 10/31/02, Revised: 4/14/03, 12/15/06)*

12.2.4.2.4 Exception—Sports Other Than Basketball and Football. An enrolled student-athlete in a sport other than basketball or football may enter a professional league's draft one time during his or her collegiate career without jeopardizing his or her eligibility in the applicable sport, provided the student-athlete is not drafted and within 72 hours following the draft he or she declares his or her intention to resume participation in intercollegiate athletics. The student-athlete's declaration of intent shall be in writing to the institution's director of athletics. *(Adopted: 4/26/07 effective 8/1/07)*

12.2.4.3 Negotiations. An individual may request information about professional market value without affecting his or her amateur status. Further, the individual, his or her legal guardians or the institution's professional sports counseling panel may enter into negotiations with a professional sports organization without the loss of the individual's amateur status. An individual who retains an agent shall lose amateur status. *(Adopted: 1/10/92)*

12.2.5 Contracts and Compensation. An individual shall be ineligible for participation in an intercollegiate sport if he or she has entered into any kind of agreement to compete in professional athletics, either orally or in writing, regardless of the legal enforceability of that agreement. *(Revised: 1/10/92)*

12.2.5.1 Exception—Before Initial Full-Time Collegiate Enrollment—Sports Other Than Men's Ice Hockey and Skiing. In sports other than men's ice hockey and skiing, before initial full-time collegiate enrollment, an individual may enter into an agreement to compete on a professional team (per Bylaw 12.02.9), provided the agreement does not guarantee or promise payment (at any time) in excess of actual and necessary expenses to participate on the team. *(Adopted: 4/29/10 effective 8/1/10; applicable to student-athletes who initially enroll full time in a collegiate institution on or after 8/1/10)*

12.2.5.2 Nonbinding Agreement. An individual who signs a contract or commitment that does not become binding until the professional organization's representative or agent also signs the document is ineligible, even if the contract remains unsigned by the other parties until after the student-athlete's eligibility is exhausted.

12.3 Use of Agents.

12.3.1 General Rule. An individual shall be ineligible for participation in an intercollegiate sport if he or she ever has agreed (orally or in writing) to be represented by an agent for the purpose of marketing his or her athletics ability or reputation in that sport. Further, an agency contract not specifically limited in writing to a sport or particular sports shall be deemed applicable to all sports, and the individual shall be ineligible to participate in any sport.

12.3.1.1 Representation for Future Negotiations. An individual shall be ineligible per Bylaw 12.3.1 if he or she enters into a verbal or written agreement with an agent for representation in future professional sports negotiations that are to take place after the individual has completed his or her eligibility in that sport.

12.3.1.2 Benefits from Prospective Agents. An individual shall be ineligible per Bylaw 12.3.1 if he or she (or his or her relatives or friends) accepts transportation or other benefits from: *(Revised: 1/14/97)*

- (a) Any person who represents any individual in the marketing of his or her athletics ability. The receipt of such expenses constitutes compensation based on athletics skill and is an extra benefit not available to the student body in general; or
- (b) An agent, even if the agent has indicated that he or she has no interest in representing the student-athlete in the marketing of his or her athletics ability or reputation and does not represent individuals in the student-athlete's sport.

12.3.1.3 Exception—Career Counseling and Internship/Job Placement Services. A student-athlete may use career counseling and internship/job placement services available exclusively to student-athletes, provided the student-athlete is not placed in a position in which the student-athlete uses his or her athletics ability. *(Adopted: 4/28/11)*

12.3.2 Legal Counsel. Securing advice from a lawyer concerning a proposed professional sports contract shall not be considered contracting for representation by an agent under this rule, unless the lawyer also represents the individual in negotiations for such a contract.

12.3.2.1 Presence of a Lawyer at Negotiations. A lawyer may not be present during discussions of a contract offer with a professional organization or have any direct contact (in person, by telephone or by mail) with a professional sports organization on behalf of the individual. A lawyer's presence during such discussions is considered representation by an agent.

12.3.3 Athletics Scholarship Agent. Any individual, agency or organization that represents a prospective student-athlete for compensation in placing the prospective student-athlete in a collegiate institution as a recipient of institutional financial aid shall be considered an agent or organization marketing the individual's athletics ability or reputation.

12.3.3.1 Talent Evaluation Services and Agents. A prospective student-athlete may allow a scouting service or agent to distribute personal information (e.g., high school academic and athletics records, physical statistics) to member institutions without jeopardizing his or her eligibility, provided the fee paid to such an agent is not based on placing the prospective student-athlete in a collegiate institution as a recipient of institutional financial aid.

12.3.4 Professional Sports Counseling Panel. It is permissible for an authorized institutional professional sports counseling panel to: (*Adopted: 1/16/93, Revised: 1/11/94, 1/16/10*)

- (a) Advise a student-athlete about a future professional career;
- (b) Assist a student-athlete with arrangements for securing a loan for the purpose of purchasing insurance against a disabling injury or illness and with arrangements for purchasing such insurance;
- (c) Review a proposed professional sports contract;
- (d) Meet with the student-athlete and representatives of professional teams;
- (e) Communicate directly (e.g., in person, by mail or telephone) with representatives of a professional athletics team to assist in securing a tryout with that team for a student-athlete;
- (f) Assist the student-athlete in the selection of an agent by participating with the student-athlete in interviews of agents, by reviewing written information player agents send to the student-athlete and by having direct communication with those individuals who can comment about the abilities of an agent (e.g., other agents, a professional league's players association); and
- (g) Visit with player agents or representatives of professional athletics teams to assist the student-athlete in determining his or her market value (e.g., potential salary, draft status).

12.3.4.1 Appointment by President or Chancellor. This panel shall consist of at least three persons appointed by the institution's president or chancellor (or his or her designated representative from outside the athletics department). (*Revised: 3/8/06*)

12.3.4.2 Composition. The majority of panel members shall be full-time employees outside the institution's athletics department. Not more than one panel member may be an athletics department staff member. No sports agent or any person employed by a sports agent or agency may be a member of the panel. All panel members shall be identified to the NCAA national office. (*Revised: 1/11/94, 1/10/05*)

12.4 Employment.

12.4.1 Criteria Governing Compensation to Student-Athletes. Compensation may be paid to a student-athlete: (*Revised: 11/22/04*)

- (a) Only for work actually performed; and
- (b) At a rate commensurate with the going rate in that locality for similar services.

12.4.1.1 Athletics Reputation. Such compensation may not include any remuneration for value or utility that the student-athlete may have for the employer because of the publicity, reputation, fame or personal following that he or she has obtained because of athletics ability.

12.4.2 Specific Athletically Related Employment Activities.

12.4.2.1 Fee-for-Lesson Instruction. A student-athlete may receive compensation for teaching or coaching sport skills or techniques in his or her sport on a fee-for-lesson basis, provided: **[R]** (*Revised: 1/9/96 effective 8/1/96, 4/25/02 effective 8/1/02, 4/2/03 effective 8/1/03*)

- (a) Institutional facilities are not used;
- (b) Playing lessons shall not be permitted;
- (c) The institution obtains and keeps on file documentation of the recipient of the lesson(s) and the fee for the lesson(s) provided during any time of the year;
- (d) The compensation is paid by the lesson recipient (or the recipient's family) and not another individual or entity;
- (e) Instruction to each individual is comparable to the instruction that would be provided during a private lesson when the instruction involves more than one individual at a time; and
- (f) The student-athlete does not use his or her name, picture or appearance to promote or advertise the availability of fee-for-lesson sessions.

12.4.2.2 National Team Practice and Competition. A student-athlete may receive actual and necessary expenses and reasonable benefits associated with national team practice and competition (e.g., health insurance, broken-time payments). **[R]** (*Revised: 1/19/13 effective 8/1/13*)

12.4.2.3 Athletics Equipment Sales. A student-athlete may not be employed to sell equipment related to the student-athlete's sport if his or her name, picture or athletics reputation is used to advertise or promote the product, the job or the employer. If the student-athlete's name, picture or athletics reputation is not used for

advertising or promotion, the student-athlete may be employed in a legitimate sales position, provided he or she is reimbursed at an hourly rate or set salary in the same manner as any nonathlete salesperson. [R]

12.4.2.4 Goodwill Tour Commissions. A student-athlete representing the institution in a goodwill tour during summer months, in conjunction with the tour, may sell such items as jackets, blazers or similar institutional promotional items to booster groups or other friends of the institution on a salary, but not a commission, basis. [R]

12.4.3 Camp/Clinic Employment, General Rule. A student-athlete may be employed by his or her institution, by another institution, or by a private organization to work in a camp or clinic as a counselor, unless otherwise restricted by NCAA legislation (see Bylaw 13.12 for regulations relating to camps and clinics). Out-of-season playing and practice limitations may restrict the number of student-athletes from the same institution who may be employed in that institution's camp (see the specific sport in Bylaw 17 for these employment restrictions and Bylaw 13.12).

12.4.4 Self-Employment. A student-athlete may establish his or her own business, provided the student-athlete's name, photograph, appearance or athletics reputation are not used to promote the business. (*Adopted: 12/12/06*)

12.5 Promotional Activities.

12.5.1 Permissible.

12.5.1.1 Institutional, Charitable, Education or Nonprofit Promotions. A member institution or recognized entity thereof (e.g., fraternity, sorority or student government organization), a member conference or a noninstitutional charitable, educational or nonprofit agency may use a student-athlete's name, picture or appearance to support its charitable or educational activities or to support activities considered incidental to the student-athlete's participation in intercollegiate athletics, provided the following conditions are met: (*Revised: 1/11/89, 1/10/91, 1/10/92, 1/16/93, 1/9/96, 11/12/97, 4/26/01, 4/28/05, 4/27/06 effective 8/1/06, 5/6/08*)

- (a) The student-athlete receives written approval to participate from the director of athletics (or his or her designee who may not be a coaching staff member), subject to the limitations on participants in such activities as set forth in Bylaw 17;
- (b) The specific activity or project in which the student-athlete participates does not involve co-sponsorship, advertisement or promotion by a commercial agency other than through the reproduction of the sponsoring company's officially registered regular trademark or logo on printed materials such as pictures, posters or calendars. The company's emblem, name, address, telephone number and website address may be included with the trademark or logo. Personal names, messages and slogans (other than an officially registered trademark) are prohibited;
- (c) The name or picture of a student-athlete with remaining eligibility may not appear on an institution's printed promotional item (e.g., poster, calendar) that includes a reproduction of a product with which a commercial entity is associated if the commercial entity's officially registered regular trademark or logo also appears on the item;
- (d) The student-athlete does not miss class;
- (e) All moneys derived from the activity or project go directly to the member institution, member conference or the charitable, educational or nonprofit agency;
- (f) The student-athlete may accept actual and necessary expenses from the member institution, member conference or the charitable, educational or nonprofit agency related to participation in such activity;
- (g) The student-athlete's name, picture or appearance is not used to promote the commercial ventures of any nonprofit agency;
- (h) Any commercial items with names, likenesses or pictures of multiple student-athletes (other than highlight films or media guides per Bylaw 12.5.1.7) may be sold only at the member institution at which the student-athletes are enrolled, the institution's conference, institutionally controlled (owned and operated) outlets or outlets controlled by the charitable, educational or nonprofit organization (e.g., location of the charitable or educational organization, site of charitable event during the event). Items that include an individual student-athlete's name, picture or likeness (e.g., name on jersey, name or likeness on a bobble-head doll), other than informational items (e.g., media guide, schedule cards, institutional publications), may not be sold; and
- (i) The student-athlete and an authorized representative of the charitable, educational or nonprofit agency sign a release statement ensuring that the student-athlete's name, image or appearance is used in a manner consistent with the requirements of this section.

12.5.1.1.1 Promotions Involving NCAA Championships, Events, Activities or Programs. The NCAA [or a third party acting on behalf of the NCAA (e.g., host institution, conference, local organizing committee)] may use the name or picture of an enrolled student-athlete to generally promote NCAA championships or other NCAA events, activities or programs. (*Adopted: 8/7/03*)

12.5.1.1.2 Promotions Involving Commercial Locations/Sponsors. A member institution, a member conference or a charitable, educational or nonprofit organization may use the appearance, name or picture of an enrolled student-athlete to promote generally its fundraising activities at the location of a commercial establishment, provided the commercial establishment is not a co-sponsor of the event and the student-athlete does not promote the sale of a commercial product in conjunction with the fundraising activity. A commercial establishment would become a co-sponsor if the commercial establishment either advertises the presence of the student-athlete at the commercial location or is involved directly or indirectly in promoting the activity. *(Adopted: 1/10/92)*

12.5.1.1.3 Distribution of Institutional Items through Commercial Outlets. A member institution may distribute noncommercial items that include names or pictures of student-athletes (items not for sale) at commercial establishments, provided the institution generally distributes such items to other commercial establishments in the community and the distribution of the items does not require the recipient to make a purchase at the commercial establishment. *(Adopted: 1/16/93, Revised: 5/21/08)*

12.5.1.1.4 Player/Trading Cards. A member institution or recognized entity thereof (e.g., fraternity, sorority or student government organization), a member conference or a noninstitutional charitable, educational or nonprofit agency may distribute but may not sell player/trading cards that bear a student-athlete's name or picture. *(Adopted: 1/11/94 effective 8/1/94)*

12.5.1.1.4.1 Exception—Olympic/National Team. A national governing body may sell player/trading cards that bear the name or picture of a student-athlete who is a member of the Olympic/national team in that sport, provided all of the funds generated through the sale of such cards are deposited directly with the applicable Olympic/national team. *(Adopted: 1/6/96)*

12.5.1.1.5 Schedule Cards. An advertisement on an institution's wallet-size playing schedule that includes the name or picture of a student-athlete may include language other than the commercial product's name, trademark or logo, provided the commercial language does not appear on the same page as the picture of the student-athlete. **[D]** *(Adopted: 1/10/92, Revised: 1/14/08, 5/21/08)*

12.5.1.1.6 Effect of Violations. The following violations of Bylaw 12.5.1.1 shall be considered institutional violations; however, the student-athlete's eligibility shall not be affected: *(Adopted: 1/14/97, Revised: 4/26/07, 10/29/09)*

- (a) An institution, without the student-athlete's knowledge or consent, uses or permits the use of the student-athlete's name or picture in a manner contrary to Bylaw 12.5.1.1;
- (b) A violation in which the only condition of the legislation not satisfied is the requirement to obtain written approval from the director of athletics (or his or her designee who may not be a coaching staff member), provided the approval would have been granted if requested; or
- (c) A violation in which the only condition of the legislation not satisfied is the requirement that the student-athlete and an authorized representative of the charitable, educational or nonprofit agency sign a release statement, provided the release statement would have been signed if such a request had been made.

12.5.1.2 U.S. Olympic Committee/National Governing Body Advertisement Prior to Collegiate Enrollment. Prior to initial, full-time collegiate enrollment, an individual may receive payment for the display of athletics skill in a commercial advertisement, provided: *(Adopted: 1/11/94)*

- (a) The individual receives prior approval to appear in the advertisement from the U.S. Olympic Committee or the applicable national governing body;
- (b) The U.S. Olympic Committee or national governing body approves of the content and the production of the advertisement;
- (c) The individual forwards the payment to the U.S. Olympic Committee or national governing body for the general use of the organization(s); and
- (d) The funds are not earmarked for the individual.

12.5.1.3 Continuation of Modeling and Other Nonathletically Related Promotional Activities After Enrollment. If an individual accepts remuneration for or permits the use of his or her name or picture to advertise or promote the sale or use of a commercial product or service prior to enrollment in a member institution, continued remuneration for the use of the individual's name or picture (under the same or similar circumstances) after enrollment is permitted without jeopardizing his or her eligibility to participate in intercollegiate athletics only if all of the following conditions apply: *(Revised: 1/14/97, 3/10/04)*

- (a) The individual's involvement in this type of activity was initiated prior to his or her enrollment in a member institution;
- (b) The individual became involved in such activities for reasons independent of athletics ability;
- (c) No reference is made in these activities to the individual's name or involvement in intercollegiate athletics;
- (d) The individual does not endorse the commercial product; and

- (e) The individual's remuneration under such circumstances is at a rate commensurate with the individual's skills and experience as a model or performer and is not based in any way upon the individual's athletics ability or reputation.

12.5.1.4 Congratulatory Advertisement. It is permissible for a student-athlete's name or picture, or the group picture of an institution's athletics squad, to appear in an advertisement of a particular business, commercial product or service, provided: *(Revised: 11/1/07 effective 8/1/08, 5/21/08)*

- (a) The primary purpose of the advertisement is to publicize the sponsor's congratulations to the student-athlete or team;
- (b) The advertisement does not include a reproduction of the product with which the business is associated or any other item or description identifying the business or service other than its name or trademark;
- (c) There is no indication in the makeup or wording of the advertisement that the squad members, individually or collectively, or the institution endorses the product or service of the advertiser;
- (d) The student-athlete has not signed a consent or release granting permission to use the student-athlete's name or picture in a manner inconsistent with the requirements of this section; and
- (e) If the student-athlete has received a prize from a commercial sponsor in conjunction with participation in a promotional contest and the advertisement involves the announcement of receipt of the prize, the receipt of the prize is consistent with the provisions of Bylaw 12.5.2.3.3 and official interpretations.

12.5.1.5 Educational Products Related to Sport-Skill Instruction. It is permissible for a student-athlete's name or picture to appear in books, articles and other publications, films, videotapes, and other types of electronic reproduction related to sport-skill demonstration, analysis or instruction, provided: *(Revised: 1/9/06 effective 8/1/06)*

- (a) Such print and electronic media productions are for educational purposes;
- (b) There is no indication that the student-athlete expressly or implicitly endorses a commercial product or service;
- (c) The student-athlete does not receive, under any circumstances, any remuneration for such participation; however, the student-athlete may receive actual and necessary expenses related to his or her participation; and
- (d) The student-athlete has signed a release statement ensuring that the student-athlete's name or image is used in a manner consistent with the requirements of this section and has filed a copy of the statement with the student-athlete's member institution.

12.5.1.6 Camps. An institutional or privately owned camp may use a student-athlete's name, picture and institutional affiliation only in the camp counselor section in its camp brochure to identify the student-athlete as a staff member. A student-athlete's name or picture may not be used in any other way to directly advertise or promote the camp. **[D]** *(Revised: 4/26/01 effective 8/1/01, 4/17/02, 7/12/04, 1/9/06)*

12.5.1.7 Promotion by Third Party of Highlight Film, Video or Media Guide. Any party other than the institution or a student-athlete (e.g., a distribution company) may sell and distribute an institutional highlight film or video or an institutional or conference media guide that contains the names and pictures of enrolled student-athletes only if: *(Revised: 1/16/93)*

- (a) The institution specifically designates any agency that is authorized to receive orders for the film, video or media guide;
- (b) Sales and distribution activities have the written approval of the institution's athletics director;
- (c) The distribution company or a retail store is precluded from using the name or picture of an enrolled student-athlete in any poster or other advertisement to promote the sale or distribution of the film or media guide; and
- (d) There is no indication in the makeup or wording of the advertisement that the squad members, individually or collectively, or the institution endorses the product or services of the advertiser.

12.5.1.8 Promotion of NCAA and Conference Championships. The NCAA [or a third party acting on behalf of the NCAA (e.g., host institution, conference, local organizing committee)] may use the name or picture of a student-athlete to generally promote NCAA championships. A student-athlete's name or picture may appear in a poster that promotes a conference championship, provided the poster is produced by a member that hosts a portion of the championship or by the conference. *(Adopted: 1/11/89, Revised: 8/7/03)*

12.5.1.9 Olympic, Pan American, World Championships, World Cup, World University Games and World University Championships. A student-athlete's name or picture may be used to promote Olympic, Pan American, World Championships, World Cup, World University Games or World University Championships as specified in this section. *(Adopted: 1/10/92, Revised: 1/9/96 effective 8/1/96, 1/14/12)*

12.5.1.9.1 Sale and Distribution of Promotional Items. Promotional items (e.g., posters, postcards, film, videotapes) bearing the name or picture of a student-athlete and related to these events may be sold or distributed by the national or international sports governing body sponsoring these events or its designated

third-party distributors. It is not permissible for such organizations to sell player/trading cards that bear a student-athlete's name or picture, except as noted in Bylaw 12.5.1.1.4.1. Promotional items may include a corporate sponsor's trademark or logo but not a reproduction of the product with which the business is associated. The name or picture of the student-athlete may not be used by the distribution company or retail store on any advertisement to promote the sale or distribution of the commercial item. (*Adopted: 1/10/92, Revised: 1/16/93, 1/11/94 effective 8/1/94*)

12.5.1.9.1.1 Corporate Sponsors. A corporate sponsor may sell a promotional item related to these events that uses the name or picture of a team but not an individual student-athlete. (*Adopted: 1/10/92*)

12.5.2 Nonpermissible.

12.5.2.1 Advertisements and Promotions After Becoming a Student-Athlete. After becoming a student-athlete, an individual shall not be eligible for participation in intercollegiate athletics if the individual:

- (a) Accepts any remuneration for or permits the use of his or her name or picture to advertise, recommend or promote directly the sale or use of a commercial product or service of any kind; or
- (b) Receives remuneration for endorsing a commercial product or service through the individual's use of such product or service.

12.5.2.1.1 Exceptions. The individual's eligibility will not be affected, provided the individual participated in such activities prior to enrollment and the individual:

- (a) Meets the conditions set forth in Bylaw 12.5.1.3 that would permit continuation of such activities; or
- (b) Takes appropriate steps upon becoming a student-athlete to retract permission for the use of his or her name or picture and ceases receipt of any remuneration for such an arrangement.

12.5.2.1.2 Improper Use of Student-Athlete's Name or Picture. If an institution, without the student-athlete's knowledge or consent, uses or permits the use of the student-athlete's name or picture in a manner contrary to Bylaw 12.5.2.1, the violation shall be considered an institutional violation; however, the student-athlete's eligibility shall not be affected. (*Adopted: 1/11/97*)

12.5.2.2 Use of a Student-Athlete's Name or Picture Without Knowledge or Permission. If a student-athlete's name or picture appears on commercial items (e.g., T-shirts, sweatshirts, serving trays, playing cards, posters) or is used to promote a commercial product sold by an individual or agency without the student-athlete's knowledge or permission, the student-athlete (or the institution acting on behalf of the student-athlete) is required to take steps to stop such an activity in order to retain his or her eligibility for intercollegiate athletics. Such steps are not required in cases in which a student-athlete's photograph is sold by an individual or agency (e.g., private photographer, news agency) for private use. (*Revised: 1/11/97, 5/12/05*)

12.5.2.3 Specifically Restricted Activities. A student-athlete's involvement in promotional activities specified in this section is prohibited.

12.5.2.3.1 Name-the-Player Contest. A student-athlete may not permit use of his or her name or picture in a "name-the-player" contest conducted by a commercial business for the purpose of promoting that business.

12.5.2.3.2 Athletics Equipment Advertisement. A student-athlete's name or picture may not be used by an athletics equipment company or manufacturer to publicize the fact that the institution's team uses its equipment.

12.5.2.3.3 Promotional Contests. Receipt of a prize for winning an institutional or noninstitutional promotional activity (e.g., making a half-court basketball shot, being involved in a money scramble) by a prospective or enrolled student-athlete (or a member of his or her family) does not affect his or her eligibility, provided the prize is won through a random drawing in which all members of the general public or the student body are eligible to participate. (*Revised: 1/9/96 effective 8/1/96, 3/25/05, 6/12/07*)

12.5.2.4 Other Promotional Activities. A student-athlete may not participate in any promotional activity that is not permitted under Bylaw 12.5.1. (*Adopted: 11/1/01*)

12.5.3 Media Activities.

- (a) **During the Playing Season.** During the playing season, a student-athlete may appear on radio and television programs (e.g., coaches' shows) or engage in writing projects when the student-athlete's appearance or participation is related in any way to athletics ability or prestige, provided the student-athlete does not receive any remuneration for the appearance or participation in the activity. The student-athlete shall not make any endorsement, expressed or implied, of any commercial product or service. The student-athlete may, however, receive actual and necessary expenses directly related to the appearance or participation in the activity. A student-athlete participating in media activities during the playing season may not miss class, except for class time missed in conjunction with away-from-home competition or to participate in a conference-sponsored media day. (*Revised: 1/16/93, 1/14/97, 1/9/06, 4/27/06*)
- (b) **Outside the Playing Season.** Outside the playing season, a student-athlete may participate in media activities (e.g., appearance on radio, television, in films or stage productions or participation in writing projects)

when such appearance or participation is related in any way to athletics ability or prestige, provided the student-athlete is eligible academically to represent the institution and does not receive any remuneration for such appearance or participation. The student-athlete may not make any endorsement, expressed or implied, of any commercial product or service. The student-athlete may, however, receive legitimate and normal expenses directly related to such appearance or participation, provided the source of the expenses is the entity sponsoring the activity. *(Revised: 1/16/93, 1/14/97)*

12.5.4 Use of Commercial Trademarks or Logos on Equipment, Uniforms and Apparel. A student-athlete may use athletics equipment or wear athletics apparel that bears the trademark or logo of an athletics equipment or apparel manufacturer or distributor in athletics competition and pre- and postgame activities (e.g., celebrations on the court, pre- or postgame press conferences), provided the following criteria are met. **[D]** *(Revised: 1/11/94, 1/10/95, 1/9/96 effective 8/1/96, 2/16/00, 5/27/11)*

- (a) Athletics equipment (e.g., shoes, helmets, baseball bats and gloves, batting or golf gloves, hockey and lacrosse sticks, goggles and skis) shall bear only the manufacturer's normal label or trademark, as it is used on all such items for sale to the general public; and
- (b) The student-athlete's institution's official uniform (including numbered racing bibs and warm-ups) and all other items of apparel (e.g., socks, head bands, T-shirts, wrist bands, visors or hats, swim caps and towels) shall bear only a single manufacturer's or distributor's normal label or trademark (regardless of the visibility of the label or trademark), not to exceed 2-1/4 square inches in area (rectangle, square, parallelogram) including any additional material (e.g., patch) surrounding the normal trademark or logo. The student-athlete's institution's official uniform and all other items of apparel shall not bear a design element similar to the manufacturer's trademark/logo that is in addition to another trademark/logo that is contrary to the size restriction.

12.5.4.1 Laundry Label. If an institution's uniform or any item of apparel worn by a student-athlete in competition contains washing instructions on the outside of the apparel on a patch that also includes the manufacturer's or distributor's logo or trademark, the entire patch must be contained within a four-sided geometrical figure (rectangle, square, parallelogram) that does not exceed 2-1/4 square inches. **[D]** *(Adopted: 1/10/95)*

12.5.4.2 Pre- or Postgame Activities. The restriction on the size of a manufacturer's or distributor's logo is applicable to all apparel worn by student-athletes during the conduct of the institution's competition, which includes any pre- or postgame activities (e.g., postgame celebrations on the court, pre- or postgame press conferences) involving student-athletes. **[D]** *(Adopted: 1/10/95)*

12.5.4.3 Outside Team Uniforms and Apparel. The provisions of Bylaw 12.5.4-(b) do not apply to the official uniforms and apparel worn by outside teams.

12.5.4.4 Title-Sponsor Recognition. Racing bibs and similar competition identification materials (e.g., bowl-game patches) worn by participants may include the name of the corporate sponsor of the competition, provided the involved commercial company is the sole title sponsor of the competition. **[D]**

12.6 Financial Donations From Outside Organizations.

12.6.1 Professional Sports Organizations.

12.6.1.1 To Intercollegiate Event. A professional sports organization may serve as a financial sponsor of an intercollegiate competition event, provided the organization is not publicly identified as such. A professional sports organization may serve as a financial sponsor of an activity or promotion that is ancillary to the competition event and may be publicly identified as such. **[D]** *(Adopted: 1/10/92, Revised: 8/5/04, 1/14/12)*

12.6.1.2 Developmental Funds to NCAA. A professional sports organization may provide funds for intercollegiate athletics developmental purposes in a particular sport (e.g., officiating expenses, research and educational projects, the conduct of summer leagues, purchase of equipment). However, such funds shall be provided in an unrestricted manner and administered through the Association's national office.

12.6.1.3 To Institution, Permissible. A member institution may receive funds from a professional sports organization, provided: *(Revised: 4/29/04 effective 8/1/04, 1/14/12, 4/17/12)*

- (a) The money is placed in the institution's general fund and used for purposes other than athletics;
- (b) The money is placed in the institution's general scholarship fund and commingled with funds for the assistance of all students generally;
- (c) The money is received by the institution as a result of the professional sports organization's financial sponsorship of a specific intercollegiate competition event and is placed in the institution's budget for the specific event, including ancillary activities and promotions; or
- (d) The money is received by the institution as a result of a reciprocal contractual marketing relationship and is placed in the athletics department's budget for the specific purpose of marketing and promoting any institutionally sponsored sport other than football and men's basketball.

12.6.1.4 To Conference, Permissible. A member conference may receive funds from a professional sports organization, provided the money is received by the conference as a result of the professional sports organization's

financial sponsorship of a specific intercollegiate competition event and is placed in the conference's budget for the specific event, including ancillary activities and promotions. *(Adopted: 1/14/12)*

12.6.1.5 To Institution, Nonpermissible. A member institution shall not accept funds from a professional sports organization if:

- (a) The funds are for the purpose of recognizing the development of a former student-athlete in a particular sport. The receipt of such funds by an institution would make additional money available that could benefit student-athletes and thus result in student-athletes indirectly receiving funds from a professional sports organization;
- (b) The money, even though not earmarked by the donor, is received and credited to institutional funds for the financial assistance of student-athletes generally; or
- (c) The money is placed in the institution's general fund and credited to the athletics department for an unspecified purpose.

12.6.1.6 Revenues Derived from Pro-Am Events. The distribution of revenues from an event involving an intercollegiate athletics team and a professional sports team (e.g., a baseball game in which a member institution's team plays against a professional baseball team) or pro-am event (e.g., golf, tennis) that results in a member institution's receiving a share of receipts from such a contest is permitted, provided the institution has a formal agreement with the professional sports team regarding the institution's guarantee or share of receipts and the contractual terms are consistent with agreements made by the professional team or individuals for similar intercollegiate or nonprofessional competition.

12.6.1.7 Promotion of Professional Athletics Contests. A member institution may host and promote an athletics contest between two professional teams from recognized professional sports leagues as a fundraising activity for the institution. *(Revised: 1/9/96 effective 8/1/96)*

12.6.1.8 Reciprocal Marketing Agreements—Sports Other Than Football and Men's Basketball. In sports other than football and men's basketball, an institution's marketing department may enter into a reciprocal contractual relationship with a professional sports organization for the specific purpose of marketing and promoting an institutionally sponsored sport. *(Adopted: 4/29/04 effective 8/1/04, Revised: 2/17/12)*

12.6.2 Organizations (Nonprofessional Sports Organizations).

12.6.2.1 Individual Athletics Performance. A member institution shall not accept funds donated from a nonprofessional sports organization based on the place finish of a student-athlete or the number of student-athletes representing the institution in an event. However, the organization may donate an equal amount of funds to every institution with an athlete or team participating in a particular event.

12.6.2.2 Individual and Team Rankings. A member institution may accept funds donated to its athletics program from a nonprofessional sports organization based on an individual's or a team's national or regional ranking. *(Revised: 1/9/06 effective 8/1/06)*

12.6.2.3 Academic Performance. A member institution may accept funds donated to its athletics program from a nonprofessional sports organization based on an individual's or a team's academic performance (e.g., the number of Academic All-American award recipients).

12.7 General Eligibility Requirements.

12.7.1 Postseason and Regular-Season Competition. To be eligible for regular-season competition, NCAA championships, and for postseason football bowl games, the student-athlete shall meet all general eligibility requirements. *(Revised: 7/31/14)*

12.7.2 Student-Athlete Statement.

12.7.2.1 Content and Purpose. Prior to participation in intercollegiate competition each academic year, a student-athlete shall sign a statement in a form prescribed by the Legislative Council in which the student-athlete submits information related to eligibility, recruitment, financial aid, amateur status, previous positive-drug tests administered by any other athletics organization and involvement in organized gambling activities related to intercollegiate or professional athletics competition under the Association's governing legislation. Failure to complete and sign the statement shall result in the student-athlete's ineligibility for participation in all intercollegiate competition. Violations of this bylaw do not affect a student-athlete's eligibility if the violation occurred due to an institutional administrative error or oversight, and the student-athlete subsequently signs the form; however, the violation shall be considered an institutional violation per Constitution 2.8.1. *(Revised: 1/10/92 effective 8/1/92, 1/14/97, 2/19/97, 4/24/03, 11/1/07 effective 8/1/08, 7/31/14)*

12.7.2.2 Administration. The following procedures shall be used in administering the form: *(Revised: 8/4/89, 1/9/06 effective 8/1/06, 7/30/10, 7/31/14)*

- (a) The statement shall be administered individually to each student-athlete by the athletics director or the athletics director's designee prior to the student's participation in intercollegiate competition each academic year; and

- (b) The statement shall be kept on file by the athletics director and shall be available for examination upon request by an authorized representative of the NCAA.

12.7.2.3 Institutional Responsibility—Notification of Positive Test. The institution shall promptly notify in writing the NCAA vice president for student-athlete affairs regarding a student-athlete's disclosure of a previous positive test for banned substances administered by any other athletics organization. *(Adopted: 1/14/97 effective 8/1/97, Revised: 7/31/14)*

12.7.3 Drug-Testing Consent Form.

12.7.3.1 Content and Purpose. Each academic year, a student-athlete shall sign a form maintained by the Committee on Competitive Safeguards and Medical Aspects of Sports and approved by the Legislative Council in which the student consents to be tested for the use of drugs prohibited by NCAA legislation. Failure to complete and sign the consent form prior to practice or competition, or before the Monday of the fourth week of classes (whichever occurs first) shall result in the student-athlete's ineligibility for participation (practice and competition) in all intercollegiate athletics. *(Adopted: 1/10/92 effective 8/1/92, Revised: 1/16/93, 1/10/95 effective 8/1/95, 1/14/97, 4/24/03, 8/5/04, 11/1/07 effective 8/1/08, 7/30/10, 7/31/14)*

12.7.3.2 Administration. The following procedures shall be used in administering the form (see Constitution 3.2.4.7): *(Adopted: 1/10/92 effective 8/1/92, Revised: 4/27/00, 7/30/10, 7/31/14)*

- (a) The consent form shall be administered individually to each student-athlete by the athletics director or the athletics director's designee each academic year;
- (b) The athletics director or the athletics director's designee shall disseminate the list of banned drug classes to all student-athletes and educate them about products that might contain banned drugs. All student-athletes are to be notified that the list may change during the academic year, that updates may be found on the NCAA website (www.ncaa.org) and informed of the appropriate athletics department procedures for disseminating updates to the list; and
- (c) The consent form shall be kept on file by the athletics director and shall be available for examination upon request by an authorized representative of the NCAA.

12.7.3.3 Exception—14-Day Grace Period. A student-athlete who is "trying out" for a team is not required to complete the form until 14 days from the first date the student-athlete engages in countable athletically related activities or before the student-athlete participates in a competition, whichever occurs earlier. *(Adopted: 4/27/06 effective 8/1/06, Revised: 7/31/14)*

12.7.3.4 Effect of Violation. A violation of Bylaw 12.7.3 or its subsections shall be considered institutional violations per Constitution 2.8.1; however, a violation shall not affect the student-athlete's eligibility, provided the student-athlete signs the consent form. *(Revised: 4/28/05 effective 8/1/05, 7/30/10, 7/31/14)*

12.7.4 Student-Athlete Health Insurance Portability and Accountability Act (HIPAA) Authorization/Buckley Amendment Consent Form—Disclosure of Protected Health Information.

12.7.4.1 Content and Purpose. Each academic year, a student-athlete may voluntarily sign a statement in a form maintained by the Committee on Competitive Safeguards and Medical Aspects of Sports and approved by the Legislative Council in which the student-athlete authorizes/consents to the institution's physicians, athletics directors and health care personnel to disclose the student-athlete's injury/illness and participation information associated with the student-athlete's training and participation in intercollegiate athletics to the NCAA and to its Injury Surveillance Program (ISP), agents and employees for the purpose of conducting research into the reduction of athletics injuries. The authorization/consent by the student-athlete is voluntary and is not required for the student-athlete to be eligible to participate. **[D]** *(Adopted: 4/24/03, Revised: 8/7/03 effective 8/1/04, 11/1/07 effective 8/1/08, 7/31/14)*

12.7.4.2 Administration. The following procedures shall be used in administering the form: **[D]** *(Adopted: 4/24/03, Revised: 8/7/03 effective 8/1/04, 7/30/10, 7/31/14)*

- (a) The authorization/consent form shall be administered individually to each student-athlete by the athletics director or the athletics director's designee before the student-athlete's participation in intercollegiate athletics each academic year.
- (b) Signing the authorization/consent shall be voluntary and is not required by the student-athlete's institution for medical treatment, payment for treatment, enrollment in a health plan or for any benefits (if applicable) and is not required for the student-athlete to be eligible to participate.
- (c) Any signed authorization/consent forms shall be kept on file by the athletics director.

12.7.5 Eligibility Requirements for Male Students to Practice With Women's Teams. Male students may engage in practice sessions with women's teams under the following conditions: *(Revised: 5/12/05, 5/29/08, 7/31/14)*

- (a) Male students who practice with an institution's women's team on an occasional basis must be verified as eligible for practice in accordance with Bylaw 14.2.1 and must have eligibility remaining under the five-year rule (see Bylaw 12.8.1);

- (b) Male students who practice with an institution's women's teams on a regular basis must be certified as eligible for practice in accordance with all applicable NCAA eligibility regulations (e.g., must be enrolled in a minimum full-time program of studies, must sign a drug-testing consent form, must be included on the institution's squad list);
- (c) It is not permissible for an institution to provide male students financial assistance (room and board, tuition and fees, and books) in return for practicing with a women's team. A male student who is receiving financial aid or any compensation for serving in any position in the athletics department may not practice with a women's team. A male student-athlete who is a counter in a men's sport may not engage in practice sessions with an institution's women's team in any sport;
- (d) It is not permissible for an institution to provide male students room and board to remain on campus during a vacation period to participate in practice sessions with a women's team;
- (e) It is not permissible for a male student-athlete who is serving an academic year of residence as a nonqualifier to participate in practice sessions with a women's team; and
- (f) It is permissible for an institution to provide practice apparel to male students for the purpose of practicing with a women's team.

12.8 Seasons of Competition: Five-Year Rule.

A student-athlete shall not engage in more than four seasons of intercollegiate competition in any one sport (see Bylaws 17.02.8 and 14.3.3). An institution shall not permit a student-athlete to represent it in intercollegiate competition unless the individual completes all of his or her seasons of participation in all sports within the time periods specified below: *(Revised: 7/31/14)*

12.8.1 Five-Year Rule. A student-athlete shall complete his or her seasons of participation within five calendar years from the beginning of the semester or quarter in which the student-athlete first registered for a minimum full-time program of studies in a collegiate institution, with time spent in the armed services, on official religious missions or with recognized foreign aid services of the U.S. government being excepted. For international students, service in the armed forces or on an official religious mission of the student's home country is considered equivalent to such service in the United States. *(Revised: 4/2/10, 7/31/14)*

12.8.1.1 Determining the Start of the Five-Year Period. For purposes of starting the count of time under the five-year rule, a student-athlete shall be considered registered at a collegiate institution (domestic or foreign; see Bylaw 14.02.4) when the student-athlete initially registers in a regular term (semester or quarter) of an academic year for a minimum full-time program of studies, as determined by the institution, and attends the student's first day of classes for that term (see Bylaw 12.8.2). *(Revised: 7/31/14)*

12.8.1.2 Service Exceptions to the Five-Year Rule. Time spent in the armed services, on official religious missions or with recognized foreign aid services of the U.S. government is excepted from the application of the five-year rule. Among such services that qualify a student-athlete for an extension of the five-year rule are: *(Revised: 4/2/10, 7/31/14)*

- (a) Military Sea Transport Service;
- (b) Peace Corps; or
- (c) Service as a conscientious objector ordered by the Selective Service Commission (or the equivalent authority in a foreign nation) in lieu of active military duty.

12.8.1.2.1 Elapsed Time/Service to Enrollment. If a student-athlete enrolls in a regular term of a collegiate institution at the first opportunity following completion of any one of the commitments described in the exceptions to this bylaw, the elapsed time (the exact number of calendar days) between completion of the commitment and the first opportunity for enrollment may be added to the exact number of days served on active duty in the armed services, with foreign aid services or on official religious missions and will not count toward the student-athlete's five years of eligibility. It is not permissible to extend the five-year period by any additional time beyond the first opportunity to enroll (the opening day of classes of the first regular term at the institution in which the student-athlete enrolls as a regular student immediately following the termination of the active-duty commitment). *(Revised: 4/2/10, 7/31/14)*

12.8.1.2.2 Collegiate Enrollment Concurrent With Service Assignment. Any time in which a student-athlete is enrolled for a minimum full-time load as a regular student in a collegiate institution while simultaneously on active duty in the U.S. military, on an official religious mission or with a recognized foreign aid service of the U.S. government shall count against the five calendar years in which the student-athlete's seasons of eligibility must be completed. *(Revised: 4/2/10, 7/31/14)*

12.8.1.3 Pregnancy Exception. A member institution may approve a one-year extension of the five-year period of eligibility for a female student-athlete for reasons of pregnancy. *(Revised: 7/31/14)*

12.8.1.4 Athletics Activities Waiver. The Committee on Student-Athlete Reinstatement, or a committee designated by it, shall have the authority to waive this provision by a two-thirds majority of its members present and voting to permit student-athletes to participate in: *(Revised: 1/10/91, 1/9/96, 1/14/12, 7/31/14)*

- (a) Official Pan American, World Championships, World Cup, World University Games, World University Championships and Olympic training, tryouts and competition;
- (b) Officially recognized training and competition directly qualifying participants for final Olympic tryouts; or
- (c) Official tryouts and competition involving national teams sponsored by the appropriate national governing bodies of the U.S. Olympic Committee (or, for student-athletes representing another nation, the equivalent organization of that nation, or, for student-athletes competing in a non-Olympic sport, the equivalent organization of that sport).

12.8.1.4.1 Athletics Activity Waiver Criteria. Extensions of the five-year period of eligibility for student-athletes by the Committee on Student-Athlete Reinstatement, or its designated committee, shall be based on the following criteria: The member institution in which the student-athlete is enrolled must establish to the satisfaction of the Committee on Student-Athlete Reinstatement (by objective evidence) that the student-athlete was unable to participate in intercollegiate athletics as a result of participation in one of the activities listed in the above legislation for a specific period of time. Further, such an extension shall be limited to one time and for a period not to exceed one year per student-athlete, per sport. (*Revised: 8/11/98, 7/31/14*)

12.8.1.5 Five-Year Rule Waiver. The Committee on Student-Athlete Reinstatement, or its designated committee, by a two-thirds majority of its members present and voting, may approve waivers of the five-year rule as it deems appropriate. (*Revised: 7/30/10, 7/31/14*)

12.8.1.5.1 Waiver Criteria. A waiver of the five-year period of eligibility is designed to provide a student-athlete with the opportunity to participate in four seasons of intercollegiate competition within a five-year period. This waiver may be granted, based upon objective evidence, for reasons that are beyond the control of the student-athlete or the institution, which deprive the student-athlete of the opportunity to participate for more than one season in his or her sport within the five-year period. The Committee on Student-Athlete Reinstatement reserves the right to review requests that do not meet the more-than-one-year criteria detailed in this bylaw for circumstances of extraordinary or extreme hardship. A student-athlete who has exhausted his or her five years of eligibility may continue to practice (but not compete) for a maximum of 30 consecutive calendar days, provided the student-athlete's institution has submitted a waiver request. The student-athlete may not commence practice until the institution has filed such a request. Further, if such a request is denied prior to exhausting the 30-day practice period, the student-athlete must cease all practice activities upon the institution's notification of the denial. (*Revised: 4/17/91, 1/11/94, 8/10/94, 10/12/95, 8/12/97, 4/27/00, 1/9/06, 7/30/10, 7/31/14*)

12.8.1.5.1.1 Circumstances Beyond Control. Circumstances considered to be beyond the control of the student-athlete or the institution and do not cause a participation opportunity to be used shall include, but are not limited to, the following: (*Adopted: 8/10/94, Revised: 10/12/95, 7/30/10, 7/31/14*)

- (a) Situations clearly supported by contemporaneous medical documentation, which states that a student-athlete is unable to participate in intercollegiate competition as a result of incapacitating physical or mental circumstances;
- (b) The student-athlete is unable to participate in intercollegiate athletics as a result of a life-threatening or incapacitating injury or illness suffered by a member of the student-athlete's immediate family, which clearly is supported by contemporaneous medical documentation;
- (c) Reliance by the student-athlete upon written, contemporaneous, clearly erroneous academic advice provided to the student-athlete from a specific academic authority from a collegiate institution regarding the academic status of the student-athlete or prospective student-athlete, which directly leads to that individual not being eligible to participate and, but for the clearly erroneous advice, the student-athlete would have established eligibility for intercollegiate competition;
- (d) Natural disasters (e.g., earthquake, flood); and
- (e) Extreme financial difficulties as a result of a specific event (e.g., layoff, death in the family) experienced by the student-athlete or by an individual upon whom the student-athlete is legally dependent, which prohibit the student-athlete from participating in intercollegiate athletics. These circumstances must be clearly supported by objective documentation (e.g., decree of bankruptcy, proof of termination) and must be beyond the control of the student-athlete or the individual upon whom the student-athlete is legally dependent.

12.8.1.5.1.2 Circumstances Within Control. Circumstances that are considered to be within the control of the student-athlete or the institution and cause a participation opportunity to be used include, but are not limited to, the following: (*Adopted: 8/10/94, Revised: 10/12/95, 10/9/96, 7/30/10, 7/31/14*)

- (a) A student-athlete's decision to attend an institution that does not sponsor his/her sport, or decides not to participate at an institution that does sponsor his/her sport;

- (b) An inability to participate due to failure to meet institutional/conference or NCAA academic requirements, or disciplinary reasons or incarceration culminating in or resulting from a conviction;
- (c) Reliance by a student-athlete upon misinformation from a coaching staff member;
- (d) Redshirt year;
- (e) An inability to participate as a result of a transfer year in residence or fulfilling a condition for restoration of eligibility; and
- (f) A student-athlete's lack of understanding regarding the specific starting date of his or her five-year period of eligibility.

12.8.2 Additional Applications of the Five-Year Rule.

12.8.2.1 Athletics Competition. Even though a student is enrolled for less than a minimum full-time program of studies at a collegiate institution, the student's five-year period of eligibility begins if the individual represents the institution in intercollegiate athletics. *(Revised: 7/31/14)*

12.8.2.2 Nonrecognized College. Enrollment in a postsecondary, noncollegiate institution (e.g., technical school, seminary or business college) in the United States that is not accredited at the college level by an agency or association recognized by the secretary of the Department of Education and legally authorized to offer at least a one-year program of study creditable toward a degree, constitutes enrollment in the application of the five-year rule only if: *(Revised: 1/10/90, 8/8/02, 7/31/14)*

- (a) The student is enrolled in a minimum full-time program of studies at such an institution that conducts an intercollegiate athletics program; or
- (b) The student, whether enrolled for a minimum full-time program of studies or not, represents the institution in intercollegiate athletics.

12.8.2.3 Joint College/High School Program. A student-athlete's eligibility under the five-year rule does not begin while a student is enrolled in a collegiate institution in a joint high school/college academic program for high school students in which the courses count as both high school graduation credit and college credit, provided the student has not officially graduated from high school and does not participate in intercollegiate athletics while enrolled in the joint program. *(Revised: 11/1/01 effective 8/1/02, 7/31/14)*

12.8.2.4 Vocational Program. A student-athlete's eligibility under the five-year rule does not begin while the student is enrolled in a minimum full-time program of studies as a part of a special vocational program that combines enrollment in regular college courses and participation in vocational training courses, provided the student is not considered to be regularly matriculated by the institution, does not go through the customary registration and testing procedures required of all regular entering students and is not eligible for the institution's extracurricular activities, including athletics. *(Revised: 7/31/14)*

12.8.2.5 Eligibility for Practice. A student-athlete receiving institutional financial aid after having engaged in four seasons of intercollegiate competition in a sport may continue to take part in organized, institutional practice sessions in that sport without being a counter (see Bylaw 15.02.3), provided the individual has eligibility remaining under the five-year rule. **[D]** *(Revised: 8/5/04, 7/31/14)*

12.8.3 Criteria for Determining Season of Competition.

12.8.3.1 Minimum Amount of Competition. Any competition, regardless of time, during a season in an intercollegiate sport shall be counted as a season of competition in that sport, except as provided in Bylaws 12.8.3.1.1, 12.8.3.1.2, 12.8.3.1.3 and 12.8.3.1.4. This provision is applicable to intercollegiate athletics competition conducted by a two-year or four-year collegiate institution at the varsity or subvarsity level. *(Revised: 1/11/94, 4/28/05 effective 8/1/05, 5/9/06, 1/16/10 effective 8/1/10, 7/31/14)*

12.8.3.1.1 Two-Year College Scrimmages. A two-year college prospective student-athlete may compete in a scrimmage as a member of a two-year college team without counting such competition as a season of competition, provided the competition meets all of the following conditions: *(Adopted: 1/11/94, Revised: 5/9/06, 7/31/14)*

- (a) The scrimmage is approved by the two-year college;
- (b) No official score is kept;
- (c) No admission is charged;
- (d) No official time is kept;
- (e) The scrimmage is played prior to the two-year college's first regularly scheduled outside competition; and
- (f) The prospective student-athlete participates in not more than two such scrimmages or dates of competition per academic year.

12.8.3.1.2 Exception—Nonchampionship Segment Competition—Field Hockey, Men's Soccer, Women's Soccer, Women's Volleyball and Men's Water Polo. In field hockey, men's soccer, women's soccer, women's volleyball and men's water polo, a student-athlete may engage in outside com-

petition during the segment of the playing season that does not conclude with the NCAA championship without using a season of competition, provided the student-athlete was academically eligible during the segment that concludes with the NCAA championship. *(Adopted: 11/1/01, Revised: 8/8/02, 10/31/02, 5/9/06, 7/31/14)*

12.8.3.1.3 Preseason Exhibitions/Preseason Practice Scrimmages During Initial Year. During a student-athlete's initial year of enrollment at the certifying institution, he or she may compete in preseason exhibition contests and preseason practice scrimmages (as permitted in the particular sport per Bylaw 17) without counting such competition as a season of competition. *(Revised: 5/9/06, 7/31/14)*

12.8.3.1.4 Alumni Game, Fundraising Activity or Celebrity Sports Activity. A student-athlete may engage in outside competition in either one alumni game, one fundraising activity or one celebrity sports activity during a season without counting such competition as a season of competition, provided the event is exempted from the institution's maximum number of contests or dates of competition as permitted in the particular sport per Bylaw 17. *(Adopted: 1/16/10 effective 8/1/10, Revised: 7/31/14)*

12.8.3.2 Delayed Enrollment—Seasons of Competition.

12.8.3.2.1 Sports Other Than Men's Ice Hockey, Skiing and Tennis. In sports other than men's ice hockey, skiing and tennis, a student-athlete who does not enroll in a collegiate institution as a full-time student in a regular academic term during a one-year time period after his or her high school graduation date or the graduation date of his or her class (as determined by the first year of high school enrollment or the international equivalent as specified in the NCAA Guide to International Academic Standards for Athletics Eligibility and based on the prescribed educational path in the student-athlete's country), whichever occurs earlier, shall be subject to the following: *(Adopted: 1/9/96 effective 8/1/97, Revised: 4/29/04 effective 8/1/04, 4/20/09, 4/29/10 effective 8/1/11; applicable to student-athletes who initially enroll full time in a collegiate institution on or after 8/1/11, 4/29/10 effective 8/1/12; applicable to student-athletes who initially enroll full time in a collegiate institution on or after 8/1/12, 7/31/14)*

- (a) The student-athlete shall be charged with a season of intercollegiate eligibility for each calendar year after the one-year time period (the next opportunity to enroll after one calendar year has elapsed) and prior to full-time collegiate enrollment during which the student-athlete has participated in organized competition per Bylaw 12.02.7.
- (b) After the one-year time period, if the student-athlete has engaged in competition per Bylaw 12.02.7, on matriculation at the certifying institution, the student-athlete must fulfill an academic year in residence before being eligible to represent the institution in intercollegiate competition.

12.8.3.2.1.1 Exception—National/International Competition. For a maximum of one year after a prospective student-athlete's first opportunity to enroll full time in a collegiate institution following the one-year time period after his or her high school graduation date or the graduation date of his or her class, whichever occurs earlier, participation in the following organized national/international competition is exempt from application of Bylaw 12.8.3.2.1: *(Adopted: 1/15/11 effective 8/1/11; applicable to student-athletes who initially enroll full time in a collegiate institution on or after 8/1/11, Revised: 1/14/12, 7/31/14)*

- (a) Official Olympic Games, Pan American Games, World Championships, World Cup, World University Games and World University Championships competition;
- (b) Officially recognized competition from which participants may directly qualify for final tryouts for a national team that will participate in the Olympic Games, Pan American Games, World Championships, World Cup, World University Games or World University Championships and final tryout competition from which participants are selected for such teams; or
- (c) Official competition involving a national team sponsored by the appropriate national governing body of the U.S. Olympic Committee (or, for student-athletes representing another nation, the equivalent organization of that nation).

12.8.3.2.1.1.1 Junior Level Competition. The national/international competition exception does not apply to junior level national/international competition (e.g., Youth Olympic Games, U20 World Cup, Junior National Teams) that may be associated with the events specified in Bylaw 12.8.3.2.1.1. *(Adopted: 8/11/11, Revised: 7/31/14)*

12.8.3.2.1.2 Track and Field and Cross Country. A student-athlete who has participated in organized competition after the one-year time period (the next opportunity to enroll after one calendar year has elapsed) and prior to full-time collegiate enrollment during a cross country, indoor track and field, or outdoor track and field season (as opposed to general road racing events) shall be charged with a season of competition in the sport in which the student has participated for each calendar year after the one-year time period in which he or she participated in organized competition. *(Adopted: 4/29/10 effective 8/1/11; applicable to student-athletes who initially enroll full time in a collegiate institution on or after 8/1/11, Revised: 7/31/14)*

12.8.3.2.1.3 Road Racing. A student-athlete who has participated in road racing activities after the one-year time period (the next opportunity to enroll after one calendar year has elapsed) and prior to full-time collegiate enrollment shall be charged with a season of competition in each of the sports of cross country, indoor track and field, and outdoor track and field for each calendar year after the one-year time period in which he or she participates in organized competition. *(Adopted: 4/29/10 effective 8/1/11; applicable to student-athletes who initially enroll full time in a collegiate institution on or after 8/1/11, Revised: 7/31/14)*

12.8.3.2.2 Tennis. In tennis, a student-athlete who does not enroll in a collegiate institution as a full-time student in a regular academic term within six months (or the first opportunity to enroll after six months have elapsed) after his or her high school graduation date or the graduation date of his or her class (as determined by the first year of high school enrollment or the international equivalent as specified in the NCAA Guide to International Academic Standards for Athletics Eligibility and based on the prescribed educational path in the student-athlete's country), whichever occurs earlier, shall be subject to the following: *(Adopted: 4/29/10 effective 8/1/12; applicable to student-athletes who initially enroll full time in a collegiate institution on or after 8/1/12, Revised: 7/31/14)*

- (a) The student-athlete shall be charged with a season of intercollegiate eligibility for each calendar year after the six-month period has elapsed (or the next opportunity to enroll) and prior to full-time collegiate enrollment during which the student-athlete has participated in organized competition per Bylaw 12.02.7.
- (b) After the six-month period, if the student-athlete has engaged in organized competition per Bylaw 12.02.7, on matriculation at the certifying institution, the student-athlete must fulfill an academic year in residence before being eligible to represent the institution in intercollegiate competition.

12.8.3.2.2.1 Exception—National/International Competition. For a maximum of one year after a prospective student-athlete's first opportunity to enroll full time in a collegiate institution following the six-month time period after his or her high school graduation date or the graduation date of his or her class, whichever occurs earlier, participation in the following organized national/international competition is exempt from application of Bylaw 12.8.3.2.2: *(Adopted: 1/15/11 effective 8/1/12; applicable to student-athletes who initially enroll full time in a collegiate institution on or after 8/1/12, Revised: 1/14/12, 7/31/14)*

- (a) Official Olympic Games, Pan American Games, World Championships, World Cup, World University Games and World University Championships competition;
- (b) Officially recognized competition from which participants may directly qualify for final tryouts for a national team that will participate in the Olympic Games, Pan American Games, World Championships, World Cup, World University Games or World University Championships and final tryout competition from which participants are selected for such teams; or
- (c) Official competition involving a national team sponsored by the appropriate national governing body of the U.S. Olympic Committee (or, for student-athletes representing another nation, the equivalent organization of that nation.)

12.8.3.2.2.1.1 Junior Level Competition. The national/international competition exception does not apply to junior level national/international competition (e.g., Youth Olympic Games, U20 World Cup, Junior National Teams) that may be associated with the events specified in Bylaw 12.8.3.2.2.1. *(Adopted: 8/11/11, Revised: 7/31/14)*

12.8.3.2.2.2 Matriculation After 20th Birthday—Tennis. In tennis, a student who is eligible under Bylaw 12.8.3.2.2, but who participates in organized tennis events after his or her 20th birthday and before full-time enrollment at the certifying institution shall be subject to the following: *(Adopted: 4/29/04 effective 8/1/04 for competition occurring after 8/1/04, Revised: 6/10/04, 7/31/14)*

- (a) The student will be charged with one season of intercollegiate tennis competition for each calendar year after his or her 20th birthday and prior to full-time enrollment at the certifying institution during which the student-athlete has participated in organized tennis competition per Bylaw 12.02.7. [Note: This includes participation in intercollegiate tennis while enrolled full-time in another two-year or four-year institution; however, this provision replaces the season of competition counted in Bylaw 12.8 (only one season is used in any one year).]
- (b) Upon matriculation at the certifying institution, the student-athlete must fulfill an academic year in residence before being eligible to represent the institution in intercollegiate tennis, unless the student transfers to the certifying institution with a minimum of 24 semester hours (or equivalent) of transferable degree credit. (Note: All other NCAA transfer and academic eligibility requirements apply.)

12.8.3.2.2.2.1 Exception—Olympic Games, Pan American Games, World Championships, World Cup, World University Games and World University Championships Participation. Participation in the Olympic Games, Pan American Games, World Championships,

World Cup, World University Games and World University Championships is exempt from the application of Bylaw 12.8.3.2.2.2. (*Adopted: 4/26/07 effective 8/1/07, Revised: 1/14/12, 7/31/14*)

12.8.3.2.2.1.1 Junior Level Competition. The national/international competition exception does not apply to junior level national/international competition (e.g., Youth Olympic Games, U20 World Cup, Junior National Teams) that may be associated with the events specified in Bylaw 12.8.3.2.2.1. (*Adopted: 8/11/11, Revised: 7/31/14*)

12.8.3.3 Track and Field and Cross Country. Cross country, indoor track and field, and outdoor track and field shall be considered separate sports. (*Revised: 1/10/90, 7/31/14*)

12.8.3.4 Intercollegiate Competition. A student-athlete is considered to have engaged in a season of intercollegiate competition when he or she competes in an athletics event involving any one of the conditions characterizing intercollegiate competition (per Bylaw 17.02.8). (*Revised: 7/31/14*)

12.8.3.5 Participation After 21st Birthday—Men's Ice Hockey and Skiing. In men's ice hockey and skiing, any participation as an individual or a team representative in organized sports competition by a student during each 12-month period after the student's 21st birthday and prior to initial full-time enrollment in a collegiate institution shall count as one year of varsity competition in that sport. Participation in organized competition during time spent in the U.S. armed services shall be excepted. (*Revised: 1/10/90, 1/16/93, 1/10/95 effective 8/1/95, 1/9/96 effective 8/1/96, 6/10/04, 1/17/09 effective 8/1/10, 4/13/10 effective 8/1/11; applicable to student-athletes who initially enroll full time in a collegiate institution on or after 8/1/11, 7/31/14*)

12.8.3.6 Foreign-Tour Competition. A student-athlete who did not compete during the institution's season just completed and who represents the institution in a certified foreign tour after that intercollegiate season and prior to the start of the next academic year shall not be charged with a season of eligibility (see Bylaw 17.29.1.4). (*Revised: 8/11/98, 7/31/14*)

12.8.3.7 Participation on an Institution's Club Team. An individual is charged with a season of competition for participation in intercollegiate competition (see Bylaw 17.02.8) as a member of an institution's club team if that institution sponsored the sport as a varsity intercollegiate sport and as a club sport at the time of participation. (*Adopted: 6/24/09, Revised: 7/31/14*)

12.8.4 Hardship Waiver. A student-athlete may be granted an additional year of competition by the conference or the Committee on Student-Athlete Reinstatement for reasons of "hardship." Hardship is defined as an incapacity resulting from an injury or illness that has occurred under all of the following conditions: (*Revised: 1/10/92 effective 8/1/92, 1/14/97 effective 8/1/97, 4/26/01 effective 8/1/01, 1/11/01, 4/3/02, 8/8/02, 3/10/04, 5/11/05, 8/4/05, 4/26/07, 9/18/07, 11/11/07 effective 8/1/08, 4/24/08, 7/31/14*)

- (a) The incapacitating injury or illness occurs in one of the four seasons of intercollegiate competition at any two-year or four-year collegiate institutions or occurs after the first day of classes in the student-athlete's senior year in high school;
- (b) The injury or illness occurs prior to the first competition of the second half of the playing season that concludes with the NCAA championship in that sport (see Bylaw 12.8.4.3.4) and results in incapacity to compete for the remainder of that playing season;
- (c) In team sports, the injury or illness occurs when the student-athlete has not participated in more than three contests or dates of competition (whichever is applicable to that sport) or 30 percent (whichever number is greater) of the institution's scheduled or completed contests or dates of competition in his or her sport. Only scheduled or completed competition against outside participants during the playing season that concludes with the NCAA championship, or, if so designated, during the official NCAA championship playing season in that sport (e.g., spring baseball, fall soccer), shall be countable under this limitation in calculating both the number of contests or dates of competition in which the student-athlete has participated and the number of scheduled or completed contests or dates of competition during that season in the sport. Dates of competition that are exempted (e.g., alumni contests, foreign team in the United States) from the maximum permissible number of contests or dates of competition shall count toward the number of contests or dates in which the student-athlete has participated and the number of scheduled or completed contests or dates of competition in the season, except for scrimmages and exhibition contests that are specifically identified as such in the sport's Bylaw 17 playing and practice season regulations. Scrimmages and exhibition contests that are not exempted from the maximum permissible number of contests or dates of competition may be excluded from the calculation only if they are identified as such in the sport's Bylaw 17 playing and practice season regulations; and
- (d) In individual sports, the injury or illness occurs when the student-athlete has not participated in more than three dates of competition or 30 percent (whichever number is greater) of the maximum permissible number of dates of competition as set forth in Bylaw 17 plus one date for a conference championship (e.g., gymnastics: 13+1=14, wrestling: 16+1=17), regardless of whether the team participates in the conference championship, provided the institution is a member of a conference and the conference holds a championship event in the applicable sport. Dates of competition that are exempted per Bylaw 17 (e.g., alumni contests, foreign team in the United States) from the maximum permissible number of dates of competition do not count toward the number of dates in which the student-athlete has participated.

12.8.4.1 Additional Criteria—Two-Year College Hardship. Institutions shall apply the following additional conditions if the injury or illness occurred at a two-year college: (*Adopted: 1/10/92 effective 8/1/92, Revised: 1/11/94, 7/31/14*)

- (a) The appropriate two-year college athletics association (e.g., National Junior College Athletic Association, Community College League of California) shall review and approve each hardship waiver request;
- (b) After approval by the appropriate two-year college athletics association, the request shall be reviewed and approved by the appropriate NCAA member conference or, in the case of an independent member institution, by the Committee on Student-Athlete Reinstatement, to ensure compliance with the provisions of NCAA legislation;
- (c) Waiver requests shall be submitted only from two-year college organizations that apply the same or more stringent rules related to the administration of hardship waivers (compliance with all of the regulations of Bylaw 12.8.4); and
- (d) Each waiver request must be accompanied by a signed statement by the physician who treated the student-athlete, indicating the reason(s) why the injury or illness was incapacitating.

12.8.4.2 Administration of Hardship Waiver. The hardship waiver shall be administered by the member conferences of the Association or, in the case of an independent member institution, by the Committee on Student-Athlete Reinstatement. (*Revised: 10/28/04, 4/20/09, 7/31/14*)

12.8.4.2.1 Review of Denied Waiver. A conference that denies an institution's hardship waiver may submit the waiver to the Committee on Student-Athlete Reinstatement. The committee shall have the authority to review and determine whether to approve the waiver based on circumstances that may warrant relief from the application of the legislated waiver criteria. (*Adopted: 4/20/09, Revised: 7/31/14*)

12.8.4.3 Criteria for Administration of Hardship Waiver.

12.8.4.3.1 Use of Scheduled or Completed Contests. An institution may use scheduled or completed contests or dates of competition, but it is not permissible to combine the two methods of calculation. (*Adopted: 8/4/05, Revised: 7/31/14*)

12.8.4.3.2 Nature of Injury/Illness. It is not necessary for the incapacitating injury or illness to be the direct result of the student's participation in the institution's organized practice or game competition. (*Revised: 11/1/01, 7/31/14*)

12.8.4.3.3 Medical Documentation. Contemporaneous or other appropriate medical documentation, from a physician (a medical doctor) who administered care at the time of the injury or illness, that establishes the student-athlete's inability to compete as a result of that injury or illness shall be submitted with any hardship-waiver request. (*Adopted: 4/20/99, Revised: 2/22/01, 7/31/14*)

12.8.4.3.4 First-Half-of-Season Calculation.

12.8.4.3.4.1 Team Sports. In team sports, the first half of the season is measured by the number of scheduled contests or dates of competition not exceeding the maximum limitations in each sport as set forth in Bylaw 17 as set prior to the first scheduled contest or date of competition of the designated official NCAA championship playing season in the applicable sport or the number of completed contests or dates of competition. In determining if an injury or illness occurs prior to the first competition of the second half of the season that concludes with the NCAA championship in a sport with an odd number of scheduled or completed contests or dates of competition, the injury or illness must have occurred prior to the beginning of the scheduled or completed varsity contest or date of competition that starts the second half of the season that concludes with the NCAA championship (e.g., an injury or illness occurring at any time after the beginning of the scheduled sixth game of an 11-game schedule would be considered to be after the first half of the institution's season and would not qualify the student-athlete for a hardship waiver). (*Revised: 1/14/97 effective 8/1/97, 4/26/01 effective 8/1/01, 8/4/05, 4/24/08, 7/31/14*)

12.8.4.3.4.1.1 Contests or Dates of Competition Based on Championship Selection. In sports in which the playing season may be divided into two segments, but championship selection is based on competition throughout the season (e.g., ice hockey), the first half of the season shall be measured by the institution's number of scheduled or completed varsity contests or dates of competition for the entire season (e.g., nonchampionship and championship segments). In sports in which the playing season may be divided into two segments, but championship selection is based on competition during only one segment of the season (e.g., spring baseball, fall soccer), the first half of the season shall be measured by the institution's number of scheduled or completed varsity contests or dates of competition for only the championship segment. (*Adopted: 4/23/08, Revised: 7/31/14*)

12.8.4.3.4.2 Individual Sports. In individual sports, the first-half-of-the-season calculation is based on the number of days in the season that concludes with the NCAA championship, as declared by the institution, between the first date of competition used by any individual on the team and the last date of competition used by any individual on the team at the end of the declared playing season, in-

cluding a conference championship and any regular-season competition scheduled after the conference championship (e.g., "last chance" meet). Any break in the declared season shall not be counted (e.g., institutional vacation period in which no practice or competition occurs). The total number of days in the championship season shall be divided by two in order to determine the first half of the season. A fractional portion of a day shall be rounded up to the next whole number. *(Adopted: 4/24/08, Revised: 7/31/14)*

12.8.4.3.4.2.1 Championship Selection Based on Entire Season. In sports in which the playing season may be divided into two segments, but championship selection is based on competition throughout the season (e.g., golf, tennis), the first half of the season is based on the number of days in the entire season (e.g., nonchampionship and championship segments), as declared by the institution between the first date of competition used by any individual on the team and the last date of competition used by any individual on the team at the end of the declared playing season, including a conference championship and any regular-season competition scheduled after the conference championship (e.g., "last chance" meet). *(Revised: 9/2/10, 7/31/14)*

12.8.4.3.5 Reinjury in Second Half of Season. A student-athlete who suffers an injury in the first half of the season that concludes with the NCAA championship or who suffers an injury after the first day of classes in his or her senior year of high school, attempts to return to competition during the second half of that season and then is unable to participate further as a result of aggravating the original injury does not qualify for the hardship waiver. *(Revised: 11/01/01, 8/8/02, 7/31/14)*

12.8.4.3.6 Percent Calculation. The following requirements are to be met in determining the percent calculation under this waiver provision: (Note: The percent calculation requirements set forth in Bylaws 12.8.4 and 12.8.4.3.6 apply only to the waiver provisions of this section and do not apply to the maximum- and minimum-contests requirements in Bylaws 17 and 20.) *(Revised: 7/31/14)*

12.8.4.3.6.1 Denominator in Percent Computation.

12.8.4.3.6.1.1 Team Sports. The denominator in the institution's percent calculation shall be based on the institution's number of scheduled or completed varsity contests or dates of competition [see Bylaw 12.8.4-(c)] as computed for playing and practice season purposes in Bylaw 17 for the applicable sport. [Note: Exempted events in Bylaw 17 are included in the percent calculation, except as provided in Bylaw 12.8.4-(c).] An institution participating in a single-elimination event may only count the actual contests in which the institution participates (as opposed to the number of contests scheduled in the event) in determining the number of scheduled or completed contests in the denominator. *(Revised: 1/14/97 effective 8/1/97, 2/11/98, 4/26/01 effective 8/1/01, 6/21/01, 8/4/05, 4/24/08, 7/31/14)*

12.8.4.3.6.1.1.1 Conference Championships. A conference championship shall be counted as one contest or date of competition in determining the institution's scheduled or completed contests or dates of competition in that sport, regardless of the number of days or games involved in the championship. However, for purposes of this regulation, the calculation of scheduled or completed contests or dates of competition in a particular season does not include postseason competition conducted after the completion of the institution's regular-season schedule and conference tournament. *(Revised: 1/14/97 effective 8/1/97, 4/26/01 effective 8/1/01, 8/4/05, 7/31/14)*

12.8.4.3.6.1.1.2 Contests or Dates of Competition Based on Championship Selection. In sports in which the playing season may be divided into two segments, but championship selection is based on competition throughout the season (e.g., ice hockey), the denominator shall be based on the institution's number of scheduled or completed varsity contests or dates of competition for the entire season (e.g., nonchampionship and championship segments). In sports in which the playing season may be divided into two segments, but championship selection is based on competition during only one segment of the season (e.g., spring baseball, fall soccer), the denominator shall be based on the institution's number of scheduled or completed varsity contests or dates of competition for only the championship segment. *(Adopted: 4/23/08, Revised: 7/31/14)*

12.8.4.3.6.1.2 Individual Sports. The denominator in the institution's percent calculation shall be the maximum permissible number of dates of competition as set forth in Bylaw 17 plus one date for a conference championship (e.g., gymnastics: $13+1=14$, wrestling: $16+1=17$), regardless of whether the team participates in the conference championship, provided the institution is a member of a conference and the conference sponsors a championship in the applicable sport. For institutions that sponsor both indoor and outdoor track and field, the denominator for indoor track and field shall be nine, plus one date for a conference championship, if applicable, and the denominator for outdoor track and field shall be nine, plus one date for a conference championship, if applicable. *(Adopted: 4/24/08, Revised: 7/31/14)*

12.8.4.3.6.2 Fraction in Percent Computation. Any computation of the percent limitation that results in a fractional portion of a contest or date of competition shall be rounded to the next whole number (e.g., 30 percent of a 29-game basketball schedule—8.7 games—shall be considered nine games). (*Revised: 1/14/97 effective 8/1/97, 4/26/07, 7/31/14*)

12.8.4.3.7 Transfer Student-Athletes. The application of the hardship legislation for a transfer student-athlete may be based on the method that would be most beneficial to the student-athlete (the rule applicable to the division in which the injury or illness occurred or the Division I rule). The application of a particular division's legislation must include all the applicable elements of that division's legislation. It is not permissible to use selected elements of the legislation of more than one division. (*Adopted: 1/12/97, Revised: 4/26/01 effective 8/1/01, 9/17/09, 7/31/14*)

12.8.4.3.8 Foreign-Tour Competition. A student-athlete who qualifies for a hardship for the previous academic year would not use a season of competition if the student-athlete represents the institution on a certified foreign tour during the summer-vacation period at the conclusion of that academic year. (*Adopted: 1/10/92, Revised: 4/26/01, 7/31/14*)

12.8.5 Season-of-Competition Waiver—Competition While Ineligible. In conjunction with a request for restoration of eligibility and any conditions imposed thereon per Bylaw 12.12, a student-athlete may be granted an additional season of competition by the Committee on Student-Athlete Reinstatement when the student-athlete participated in a limited amount of competition as a result of a good-faith, erroneous formal declaration of eligibility by the institution's appropriate certifying authority; or the student-athlete's good-faith, erroneous reliance on a coaching staff member's decision to put the student-athlete into competition prior to the coaching staff member receiving a formal declaration of the student-athlete's eligibility from the institution's appropriate certifying authority. The competition must have occurred under all of the following conditions: (*Adopted: 1/16/93, Revised: 1/14/97 effective 8/1/97, 4/20/99, 4/25/02 effective 8/1/02, 8/4/05, 7/31/14*)

- (a) The competition occurred while the student-athlete was representing an NCAA member institution;
- (b) The competition occurred within 60 days of the date the student-athlete first reported for athletics participation;
- (c) The student-athlete did not participate in more than two events or 10 percent (whichever number is greater) of the institution's scheduled or completed events in his or her sport. All competition (including a scrimmage) against outside participants shall be countable under this limitation in calculating both the number of events in which the student-athlete participated and the number of completed events during that season (both segments) in the sport;
- (d) The student-athlete was involved innocently and inadvertently in the erroneous determination or declaration of eligibility, which permitted the student-athlete to compete while ineligible; and
- (e) In the case of a coaching staff member's erroneous decision, the student-athlete had reason to believe he or she would be eligible to participate, and the student-athlete did not contribute to the coaching staff member's erroneous decision to allow the student-athlete to participate.

12.8.5.1 Administrative Criteria. The following criteria shall be employed in the administration of the season-of-competition waiver: (*Adopted: 1/16/93, Revised: 7/31/14*)

12.8.5.1.1 Application—Use of Scheduled or Completed Contests. An institution may use scheduled or completed contests or dates of competition, but it is not permissible to combine the two methods of calculation. (*Adopted: 8/4/05, Revised: 7/31/14*)

12.8.5.1.2 Ten-Percent Calculation. The requirements specified in Bylaw 12.8.4.3.6 shall apply to the 10-percent calculation specified in this waiver. (*Adopted: 1/16/93, Revised: 7/31/14*)

12.8.6 Season-of-Competition Waiver—Competition While Eligible. A student-athlete may be granted an additional season of competition by the Committee on Student-Athlete Reinstatement in a case in which the student-athlete participated in a limited amount of competition while eligible due to a coach's documented misunderstanding of the legislation or other extenuating circumstances. In cases in which a student-athlete does not meet the criteria of this waiver, the Committee on Student-Athlete Reinstatement shall have authority to review and grant a waiver based on additional documented extenuating circumstances. (*Adopted: 4/25/02 effective 8/1/02, Revised: 10/28/04, 7/31/14*)

12.8.6.1 Application—Use of Scheduled or Completed Contests. An institution may use scheduled or completed contests or dates of competition, but it is not permissible to combine the two methods of calculation. (*Adopted: 8/4/05, Revised: 7/31/14*)

12.8.6.2 Coach's Documented Misunderstanding. The student-athlete participated as a result of good faith, reliance on a coaching staff member's decision to put the student-athlete in an alumni contest, exhibition contests, scrimmages, or nonchampionship segment contests based on the coach's documented misunderstanding of NCAA legislation and the competition occurred under the following conditions: (*Adopted: 10/28/04, Revised: 8/4/05, 7/31/14*)

- (a) The competition occurred while the student-athlete was representing an NCAA institution;

- (b) The competition occurred prior to the completion of the first 20 percent of the championship segment of the institution's declared playing and practice season; and
- (c) The student-athlete did not compete in more than two events or 10 percent (whichever number is greater) of the institution's scheduled or completed events in his or her sport. All competition (including a scrimmage) against outside participants shall be countable under this limitation in calculating both the number of events in which the student-athlete participated and the number of scheduled or completed events during that season (both segments) in the sport.

12.8.6.2.1 Penalty. A student-athlete who is granted a waiver pursuant to Bylaw 12.8.6.2 shall be withheld from two contests of intercollegiate competition for each contest in which he or she competed. *(Adopted: 10/28/04, Revised: 7/31/14)*

12.8.6.2.2 Percent Calculation. The requirements specified in Bylaw 12.8.4.3.6 shall apply to the percent calculation specified in this waiver. *(Adopted: 10/20/04, Revised: 7/31/14)*

12.8.6.3 Extenuating Circumstances. Extenuating circumstances include, but are not limited to, the following: *(Adopted: 4/25/02 effective 8/1/02, Revised: 10/28/04, 7/31/14)*

- (a) The student-athlete failed to complete the entire season of competition at the institution as a result of a life-threatening injury or illness suffered by a member of the student-athlete's immediate family, that clearly is supported by contemporaneous medical documentation;
- (b) The student-athlete failed to complete the entire season of competition at the institution as a result of extreme financial difficulties as a result of a specific event (e.g., layoff, death in family) experienced by the student-athlete or an individual upon whom the student-athlete is legally dependent and prohibited the student-athlete from participating in intercollegiate athletics. These circumstances must be clearly supported by objective documentation (e.g., decree of bankruptcy, proof of termination) and must be beyond the control of the student-athlete or the individual upon whom the student-athlete is legally dependent;
- (c) The student-athlete's institution dropped the sport (in which the student practiced or competed) from its intercollegiate program.

12.8.6.3.1 Conditions of Competition. The competition must have occurred under all of the following conditions: *(Adopted: 10/28/04, Revised: 8/4/05, 1/14/08 effective 8/1/04, 7/31/14)*

- (a) The competition occurred prior to the completion of the first half of the championship segment of the institution's declared playing and practice season; and
- (b) The student-athlete did not compete in more than three events or 30 percent (whichever number is greater) of the institution's scheduled or completed events in his or her sport. All competition (including a scrimmage) against outside participants shall be countable under this limitation in calculating both the number of events in which the student-athlete participated and the number of scheduled or completed events during that season (both segments) in the sport.

12.8.6.3.1.1 Percent Calculation. The requirements specified in Bylaw 12.8.4.3.6 shall apply to the percent calculation specified in this waiver. *(Adopted: 4/25/02 effective 8/1/02, Revised: 10/28/04, 1/14/08, 7/31/14)*

12.9 U.S. Service Academy Exceptions, Special Eligibility Provisions.

12.9.1 Five-Year Rule. The Committee on Student-Athlete Reinstatement, by a two-thirds majority of its members present and voting, may approve waivers to the five-year rule (see Bylaw 12.8) for student-athletes of the national service academies who have exhausted eligibility in one sport but wish to compete in another sport or sports in which they have eligibility remaining. *(Revised: 4/24/03 effective 8/1/03, Revised: 7/31/14)*

12.9.2 Transfer Status. A student who has attended as a freshman (plebe) only in the official summer-enrollment program of one of the four national service academies is not considered a transfer in the application of the transfer regulations of Bylaw 14.5. *(Revised: 7/31/14)*

12.10 Certification of Eligibility.

12.10.1 Institutional Responsibility for Eligibility Certification. The president or chancellor is responsible for approving the procedures for certifying the eligibility of an institution's student-athletes under NCAA legislation. The president or chancellor may designate an individual on the institution's staff to administer proper certification of eligibility. Certification of eligibility must occur prior to allowing a student-athlete to represent the institution in intercollegiate competition (see Bylaw 14.01.1). A violation of this bylaw in which the institution fails to certify a student-athlete's eligibility prior to allowing him or her to represent the institution in intercollegiate competition shall be considered an institutional violation per Constitution 2.8.1; however, such a violation shall not affect the student-athlete's eligibility, provided all the necessary information to certify the student-athlete's eligibility was available to the institution and the student-athlete otherwise would have been eligible for competition. *(Revised: 3/8/06, 1/14/08, 7/31/14)*

12.10.2 Squad-List Form. The institution's athletics director shall compile on a form maintained by the Awards, Benefits, Expenses and Financial Aid Cabinet and approved by the Legislative Council a list of the squad members in each sport on the first day of competition and shall indicate thereon the status of each member in the designated categories. A student-athlete's name must be on the official institutional form in order for the student to be eligible to represent the institution in intercollegiate competition. Violations of this bylaw do not affect a student-athlete's eligibility if the violation occurred due to an institutional administrative error or oversight and the student-athlete is subsequently added to the form; however, the violation shall be considered an institutional violation per Constitution 2.8.1. (See Bylaw 15.5.11 for details about the administration of the squad list.) (*Revised: 1/14/97, 11/1/07 effective 8/1/08, 7/31/14*)

12.11 Ineligibility.

12.11.1 Obligation of Member Institution to Withhold Student-Athlete From Competition. If a student-athlete is ineligible under the provisions of the constitution, bylaws or other regulations of the Association, the institution shall be obligated to apply immediately the applicable rule and to withhold the student-athlete from all intercollegiate competition. The institution may appeal to the Committee on Student-Athlete Reinstatement for restoration of the student-athlete's eligibility as provided in Bylaw 12.12 if it concludes that the circumstances warrant restoration. (*Revised: 7/31/14*)

12.11.2 Ineligibility Resulting From Recruiting Violation. An institution shall not enter a student-athlete (as an individual or as a member of a team) in any intercollegiate competition if it is acknowledged by the institution or established through the Association's infractions process that the institution or representative(s) of its athletics interests violated the Association's legislation in the recruiting of the student-athlete. The institution may appeal to the Committee on Student-Athlete Reinstatement for restoration of the student-athlete's eligibility as provided in Bylaw 12.12 if it concludes that circumstances warrant restoration. (*Revised: 7/31/14*)

12.11.2.1 Payment of Legal Fees During Appeal. A member institution may provide actual and necessary expenses for a prospective student-athlete to attend proceedings conducted by the institution, its athletics conference or the NCAA that relate to the prospective student-athlete's eligibility to participate in intercollegiate athletics, provided the prospective student-athlete either has signed a National Letter of Intent with the institution or (if the institution is not a subscribing member of the National Letter of Intent program) the prospective student-athlete has been accepted for enrollment by the institution and has provided written confirmation of his or her intent to enroll at the institution. The cost of legal representation in such proceedings also may be provided by the institution (or a representative of its athletics interests). (*Revised: 7/31/14*)

12.11.3 Application of Ineligibility Ruling Pending Appeal. Once an interpretation (per Constitution 5.4.1.2) applicable to a member institution has been issued and results in the ineligibility of a student-athlete, it is necessary for the institution to apply the rule to the eligibility of the student-athlete, even if review of the interpretation (per Constitution 5.4.1.2.1.1 or 5.4.1.2.2) at the request of the institution is pending. Failure to withhold such a student-athlete from competition is a violation of the conditions and obligations of membership. (*Revised: 12/22/08, 7/31/14*)

12.11.4 Ineligible Participation.

12.11.4.1 Loss of Eligibility. A student-athlete shall be denied eligibility for intercollegiate competition in a sport if he or she participates in intercollegiate competition in that sport while ineligible under this bylaw or other applicable NCAA legislation. The certifying institution may appeal to the Committee on Student-Athlete Reinstatement for restoration of the student-athlete's eligibility if it concludes that the circumstances warrant restoration (see Bylaw 12.12). (*Revised: 7/31/14*)

12.11.4.2 Penalty for Ineligible Participation or Receipt of Improper Aid. A student-athlete who practices or competes in intercollegiate athletics and/or receives institutional financial assistance (based in some degree on athletics ability) while ineligible for such aid, practice or competition per Bylaw 14.3 shall be charged with the loss of one year of eligibility for practice and varsity competition for each year gained improperly. The student-athlete shall be declared ineligible at the time it is determined that eligibility was gained improperly. Prior to declaring the student-athlete ineligible, the institution may provide the student-athlete an opportunity for a hearing. The institution may appeal to the Committee on Student-Athlete Reinstatement for a reduction in the period of ineligibility. (*Revised: 4/26/01, 7/31/14*)

12.12 Restoration of Eligibility.

12.12.1 Basis for Appeal. When a student-athlete is determined to be ineligible under any applicable provision of the constitution, bylaws or other regulations of the Association, the member institution, having applied the applicable rule and having withheld the student-athlete from all intercollegiate competition, may appeal to the Committee on Student-Athlete Reinstatement for restoration of the student's eligibility, provided the institution concludes that the circumstances warrant restoration of eligibility. (*Revised: 7/31/14*)

12.12.2 Participation in Appeal Hearing. Any appeal to restore a student-athlete's eligibility shall be submitted in the name of the institution by the president or chancellor (or an individual designated by the presi-

dent or chancellor), faculty athletics representative, senior woman administrator or athletics director (for the men's or women's program). At least one of those individuals must participate in any hearing of the appeal that involves direct participation by the student-athlete or other individuals representing the institution or the student. *(Revised: 1/11/94, 3/8/06, 7/31/14)*

12.12.3 Student Responsibility, Relationship to Restoration of Eligibility. A student-athlete is responsible for his or her involvement in a violation of NCAA regulations (as defined in Bylaw 19), and the Committee on Student-Athlete Reinstatement may restore the eligibility of a student involved in any violation only when circumstances clearly warrant restoration. The eligibility of a student-athlete involved in a major violation shall not be restored other than through an exception authorized by the Committee on Student-Athlete Reinstatement in a unique case on the basis of specifically stated reasons. *(Revised: 7/31/14)*

Official Site of the Canadian Hockey League



STATEMENT FROM THE COMMISSIONERS OF THE CANADIAN HOCKEY LEAGUE

October 20, 2014

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Monday October 20, 2014

Toronto – The Canadian Hockey League (CHL) is the world's premier development hockey league and the number one supplier of player talent for the NHL, Canadian university hockey and Canada's national hockey teams. Our players are some of the best amateur student athletes in the world and we are proud to provide them with the support, programs and tools to ensure they have the best player experience.

As the CHL we have worked hard over the last decade to continually review, refine and improve the player experience. This player experience, funded by our member teams and leagues, now includes:

- an education program, unmatched in amateur sports, that promotes academic success both during their time in the CHL and after, including post-secondary scholarship programs,
- extensive health and safety, anti-doping and mentoring programs that support our players whether they continue with the sport or pursue other careers,
- a comprehensive mental health program in partnership with the Canadian Mental Health Association, and
- out-of-pocket expense coverage, equipment, billeting and travel costs.

This is Exhibit GG referred to in the affidavit of Andrew J. Eckert sworn before me, this 20th day of February, 2015


Commissioner for taking affidavits

In all three CHL member leagues, the Commissioners have spent much time dealing directly with players and their parents on team-specific issues. The Commissioners are always available to respond to any concerns raised by players or their parents. We will also continue to review and refine our programs through research and talking to our players, their parents, and our teams. We believe that our players are amateur student athletes.

In terms of the class action that was filed today in Toronto, 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 the Gumbleys.

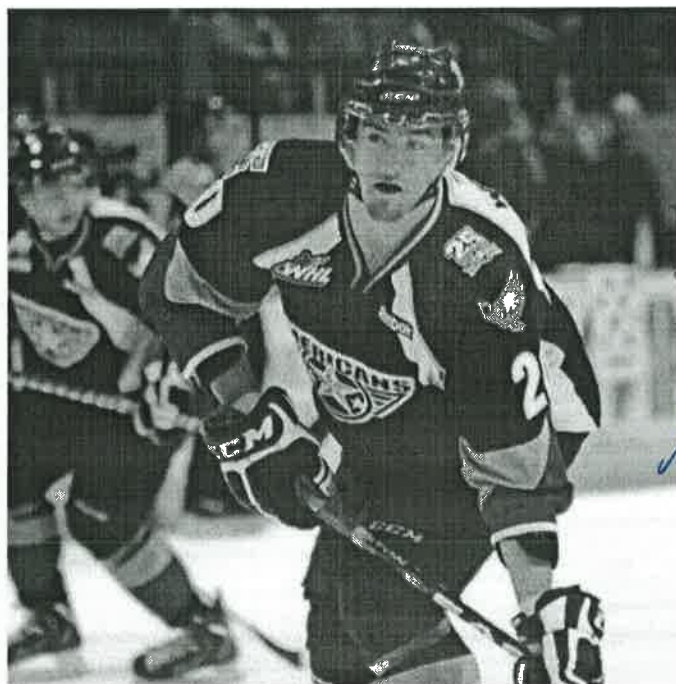
For more information:

David Branch, OHL Commissioner
Gilles Courteau, QMJHL Commissioner
Ron Robison, WHL Commissioner



Star investigation: CHL claims questioned

Proposed law in Washington would exempt teams from paying minimum wage.



This is Exhibit HH referred to in the
affidavit of Andrew J. Echert
sworn before me, this 20th
day of February, 20 15
[Signature]
A commissioner for taking affidavits

Don Denton / The Canadian Press

Lukas Walter during his time with the Tri-City Americans.

By: Robert Cribb Foreign, Published on Tue Feb 17 2015

Canadian Hockey League team officials in Washington gave incomplete — and what appears to be misleading — testimony before state lawmakers last week during debate over a proposed law exempting clubs from paying players minimum wage, a Star investigation has found.

“We are members of both Hockey Canada and USA Hockey which are the governing bodies for amateur hockey in North America and our players are 100 per cent amateurs,” Russ Farwell, president and GM of the CHL’s Seattle Thunderbirds testified last week, in support of the bill before the state’s house labor committee.

Documents and interviews with Hockey Canada and USA Hockey officials confirm CHL clubs, including those in Washington, are not members of the two governing amateur hockey associations. And the question of whether junior hockey players are truly amateurs under the law is a matter of intense and growing legal debate.

“We have had no communication with any CHL teams nor do I know of them being members,” said John Vanbiesbrouck, junior hockey chair of USA Hockey for the past three years.

“I have no idea (why they would say that). . . . I don’t know what their view of being members are. But their team at the junior level is not registered with USA Hockey.”

Hockey Canada’s current bylaws name the CHL as a “partner,” meaning the junior hockey league is one of a dozen organizations, including the Canadian Armed Forces, the Canadian Deaf Ice Hockey Federation and the Aboriginal Sports Circle, that it recognizes as “significant stakeholders in the game of hockey.”

But the bylaws expressly state that partners “shall not be deemed members of Hockey Canada” and have no voting rights with the governing body other than in councils, committees or work groups on which they serve.

Farwell and Hockey Canada officials did not respond to interview requests from the Star.

The proposed law — called Bill 1930 — came in response to a formal complaint to the state’s department of labour alleging CHL teams in the state, and the league itself, were violating child labour laws by paying them below minimum wage.

If passed, the proposed legislation would make Washington the first North American jurisdiction to specifically exempt junior hockey players from labour laws dictating minimum wage.

The Seattle Thunderbirds, Everett Silvertips, Tri-City Americans and Spokane Chiefs have players aged 16 to 20 who play for less than minimum wage.

“The athletes are amateur,” testified Gary Gelinis, president of the Everett Silvertips. “They are governed by the amateur body.”

Without legal protections against having to pay players minimum wage, “we would have to evaluate whether or not we could continue to stay in the state of Washington,” he said.

The proposed legislation adds to a mounting debate over the amateur status of junior hockey players in the 60-team CHL.

Late last year, the Star first reported the league was facing three class action lawsuits in Canada alleging the CHL’s mostly teenage players are employees who have been denied minimum wage in accordance with provincial labour laws.

CHL officials have denied those allegations, saying their players are “amateur athletes” rather than employees and that the league supplies them with room, board, educational scholarships and other benefits.

Lukas Walter, a 22-year-old who spent two years with the Tri-City Americans in Washington between 2011 and 2013, says he was paid \$90 every two weeks.

“I think it should really be fair. I was in debt to my parents quite a bit of money,” says Walter, who is the lead plaintiff in two of the three class-action suits filed in Canada against the CHL. “With \$90 every two weeks, you’re not even covering gas money to get to the rink and back. They can definitely afford to give more.”

Ted Charney, the Toronto lawyer behind the three Canadian class action suits, filed submissions Tuesday evening to members of Washington state’s Senate Committee on Commerce and Labor, which is scheduled to hear testimony on the proposed law on Wednesday.

“On behalf of my clients, I...respectfully request that this Bill, as currently drafted, not be passed insofar as it attempts to limit the teams’ obligations to pay their players minimum wages,” it reads. “These players put in long, hard hours so that the teams’ owners may gain revenues without receiving even the State’s statutorily mandated minimum wages.”

The Star’s ongoing investigation has shown strong consensus among labour lawyers and hockey agents that junior players do meet the legal definition of employees working for private, for-profit businesses.

“Let’s be honest, major junior is pro hockey,” says Phil Lecavalier, a Montreal-based hockey agent whose company, MFIVE Sports, represents 40 NHL players.

“They’re pro hockey players who happen to go to school. It’s a business and employees should be paid. Do you see Tim Hortons or McDonald’s saying their employees are amateurs and they don’t want to pay them? No, they pay them.”

The identity of junior players as amateurs is also challenged by the lofty contracts and signing bonuses that some receive.

More than 40 Western Hockey League players signed entry-level contracts with NHL clubs this season. Another 63 players in the Ontario Hockey League have signed NHL contracts.

Those contracts, some worth more than \$900,000 a year should they play in the NHL, come with signing bonuses that typically range from \$40,000 to more than \$90,000 a year for young players, according to interview with several player agents.

Seattle Thunderbird player Shea Theodore, a 19-year-old defenceman from B.C., has played several games with the American Hockey League’s Norfolk Admirals for which he would have received payment as a professional along with a signing a three-year contract with the Anaheim Mighty Ducks worth \$925,000 per year, the Star has learned.

Agents interviewed by the Star say that while signing bonus amounts depend on how high a player is chosen in the draft or how badly a team wants them, 10 per cent of the contract amount is typical.

That makes the argument that the players on these clubs are "100 per cent amateurs" difficult to accept, says Toronto player agent Bill Markle who represents junior hockey players.


"When you get that kind of money, that's not an amateur. Once you've made that kind of money, whether or not you step into the lineup in the American or National league, that makes them professionals."

USA Hockey National

About

This is USA Hockey



This is Exhibit IF referred to in the affidavit of Andrew S. Echart sworn before me, this 20th day of February, 2015

 A commissioner for taking affidavits

USA Hockey provides the foundation for the sport of ice hockey in America; helps young people become leaders, even Olympic heroes; and connects the game at every level while promoting a lifelong love of the sport.

USA Hockey was founded on Oct. 29, 1937, in New York City. The organization was known as the Amateur Hockey Association of the United States (AHAUS) and changed to its present name in June 1991.

Today, the organization is based in Colorado Springs, Colorado.

USA Hockey's primary emphasis is on the support and development of grassroots hockey programs. Its cutting-edge American Development Model, which was launched in January 2009, provides associations nationwide with a blueprint for age-appropriate athlete development. Always a leader in safety, USA Hockey furthered the enhancement of those efforts by advancing the USA Hockey SafeSport Program in June 2012.

While youth hockey is a main focus, USA Hockey also has vibrant junior and adult hockey programs that provide opportunities for players of all ability levels. The organization also supports a growing disabled hockey program.

Beyond serving those who play the game at the amateur level, USA Hockey has certification programs for coaches and officials, inclusive of industry-leading online education modules, to ensure standards are met that coincide with the level of play. Furthermore, a large focus is put on parent education with equipment needs, rules of the game and parental roles in youth sports among common topics.

Members of the organization are entitled to many benefits, including a subscription to USA Hockey Magazine, the most widely circulated hockey publication in the world; excess accident, general liability and catastrophic insurance coverage; access to USAHockey.com; and opportunities to participate in USA Hockey National Championships, as well as player development camps.

As the National Governing Body for the sport of ice hockey in the United States, USA Hockey is the official representative to the United States Olympic Committee and the International Ice Hockey Federation. In this role, USA Hockey is responsible for organizing and training men's and women's teams for international tournaments, including the IIHF World Championships and the Olympic and Paralympic Winter Games. USA Hockey also works closely with the National Hockey League and the National Collegiate Athletic Association on matters of mutual interest.

USA Hockey is divided into 12 geographical districts throughout the United States. Each district has a registrar to register teams; a referee-in-chief to register officials and organize clinics; a coach-in-chief to administer education programs for coaches; a risk manager to oversee liability and safety programs; and a skill development program administrator to facilitate learn-to-play programs. Within USA Hockey's 12 districts, a total of 34 affiliates provide the formal governance for the sport.

General Company News



- **Kristen Wright Named Manager of Girls' Hockey Player Development**
- 12/11/2014, 5:00pm MST, By USAHockey.com

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- **Natalia DePauw Named Membership Services Department Administrator**

- 12/11/2014, 5:00pm MST, By USAHockey.com
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- **USA Hockey Announces Promotion of Three Staff Members**

- 12/11/2014, 5:00pm MST, By USAHockey.com
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- **Jon Gomez Named Manager of Communications**

- 12/09/2014, 12:00pm MST, By USAHockey.com
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- **Eickmeyer Promoted to Director of Internet Content and Development**

- 10/02/2014, 6:00pm MDT, By USAHockey.com
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- **Leitzke Named Video Coordinator, Hockey Operations**

- 05/12/2014, 10:45am MDT, By USAHockey.com
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- **Fossinger Joins USA Hockey as Accountant**

- 05/12/2014, 10:45am MDT, By USAHockey.com
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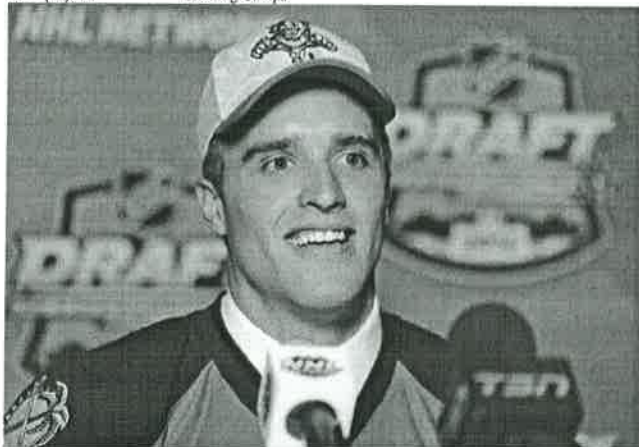
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This is Exhibit JJ referred to in the
 affidavit of Andrew J. Eckart
 sworn before me, this 20th
 day of February, 20th

 A commissioner for taking affidavits

Search

GO

OHL players at 2014 NHL Training Camps



Aaron Bell/CHL Images

Toronto, ON - The Ontario Hockey League is proud to announce that 161 OHL players have been invited to attend NHL training camps this season.

Of the 161 players, 123 received main training camp invites, with 38 attending rookie camps only.

All 161 players competed in the OHL last season and are eligible to return for the 2014-15 season. 104 of those players are 1995 and 1996 birthdates, while 57 are 1994-born and would return as overage players.

Of the 161 players, 113 were selected through the NHL Draft, 43 are free agent invites, and five are undrafted free agent signed prospects. In total, 63 of the players attending NHL Camps have signed entry-level contracts including 35 who would return as overage players.

All 20 OHL clubs have sent at least three players to an NHL Training Camp with the London Knights leading the way by sending 15 players to various camps, followed by the OHL champion Guelph Storm with 13 players, and the Sault Ste. Marie Greyhounds with 12 players.

The OHL continues to be the leading supplier of talent to the NHL.

OHL Players at 2014-15 NHL Training Camps

Player/NHL Club/Draft Year or Free Agent

Players in *italics* indicate overage players (1994 birthdates)

*indicates NHL injured reserve

On Wednesday October 8, 12 OHL eligible players (**bolded**) were named to opening day NHL roster, with another 31 attending AHL camps.

Barrle Colts (6):

Main Camps:

Andreas Athanasiou, Detroit Red Wings, 4th round '12 – Signed (assigned to AHL Grand Rapids Oct. 2)
 Joseph Blandisi, Buffalo Sabres, Free Agent Invite (returned to BAR Sept. 23)
 Jake Doitchin, Tampa Bay Lightning, 6th round '12 – Signed (assigned to AHL Syracuse Sept. 27)
 Aaron Ekblad, Florida Panthers, 1st round '14 – Signed
 Brendan Lemieux, Buffalo Sabres, 2nd round '14 (returned to BAR Sept. 26)

Rookie Camps:

Cordell James, Vancouver Canucks, Free Agent Invite
 Kevin Labanc, San Jose Sharks, 6th round '14
 Andrew Mangiapane, Arizona Coyotes, Free Agent Invite

Belleville Bulls (4):**Main Camps:**

Remi Elie, Dallas Stars, 2nd round '13 (returned to BELV Sept. 23) - Signed
 Stephen Harper, Los Angeles Kings, Free Agent Invite (returned to BELV Sept. 23)
 Jake Marchment, Los Angeles Kings, 6th round '14 (returned to BELV Sept. 23)
 Jordan Subban, Vancouver Canucks, 4th round '13 (returned to BELV Sept. 24)

Erie Otters (10):**Main Camps:**

Connor Brown, Toronto Maple Leafs, 6th round '12 – Signed (assigned to AHL Toronto Sept. 25)
 Andre Burakovsky, Washington Capitals, 1st round '13 – Signed
 Oscar Dansk, Columbus Blue Jackets, 2nd round '12 – Signed (assigned to AHL Springfield Oct. 2)
 Troy Donny, New York Rangers, Free Agent '13 – Signed (assigned to ER Oct. 7)
 Brendan Gaunce, Vancouver Canucks, 1st round '12 – Signed (assigned to AHL Utica Sept. 26)
 Kurtis MacDermid, Los Angeles Kings, Free Agent '12 – Signed (assigned to ER Oct. 8)
 Adam Pelech, New York Islanders, 3rd round '12 – Signed (assigned to AHL Bridgeport Sept. 29)

Rookie Camps:

Kyle Pettit, Vancouver Canucks, 6th round '14
 Darren Raddysh, Los Angeles Kings, Free Agent Invite
 Devin Williams, Nashville Predators, Free Agent Invite

Guelph Storm (13):**Main Camps:**

Justin Auger, Los Angeles Kings, 4th round '13 - Signed (assigned to AHL Manchester Sept. 26)
 Tyler Bertuzzi, Detroit Red Wings, 2nd round '13 (returned to GUE Sept. 22)
 Jason Dickinson, Dallas Stars, 1st round '13 – Signed (assigned to GUE Sept. 28)
 Nick Ebert, Los Angeles Kings, 7th round '12 – Signed (assigned to AHL Manchester Sept. 28)
 Robby Fabbri, St. Louis Blues, 1st round '14 - Signed (assigned to GUE Oct. 7)
 Matt Finn, Toronto Maple Leafs, 2nd round '12 – Signed (assigned to AHL Toronto Sept. 22)
 Ben Harpur, Ottawa Senators, 4th round '13 (returned to GUE Sept. 23)
 Scott Kosmachuk, Winnipeg Jets, 3rd round '12 – Signed (assigned to AHL St. John's Sept. 27)
 Zac Leslie, Los Angeles Kings, 6th round '13 - Signed (assigned to GUE Oct. 8)
 Matthew Mancina, Calgary Flames, Free Agent Invite (returned to GUE Sept. 18)
 Brock McGinn, Carolina Hurricanes, 2nd round '12 – Signed (assigned to AHL Charlotte Oct. 2)
 Kerby Rychel, Columbus Blue Jackets, 1st round '13 - Signed (assigned to AHL Springfield Oct. 6)

Rookie Camp:

Chadd Bauman, Chicago Blackhawks, Free Agent Invite

Kingston Frontenacs (10):**Main Camps:**

Sam Bennett, Calgary Flames, 1st round '14 – Signed*
 Henri Ikanen, Tampa Bay Lightning, 6th round '13 – Signed (assigned to AHL Syracuse Sept. 27)
 Ryan Kujawinski, New Jersey Devils, 3rd round '13 (returned to KGN Sept. 24)
 Juho Lammikko, Florida Panthers, 3rd round '14 (returned to KGN Sept. 22)
 Evan McEneny, Vancouver Canucks, Free Agent '12 – Signed (assigned to KGN Sept. 22)
 Conor McGlynn, Los Angeles Kings, Free Agent Invite (returned to KGN Sept. 23)
 Roland McKeown, Los Angeles Kings, 2nd round '14 (returned to KGN Sept. 23)
 Lucas Peressini, Detroit Red Wings, Free Agent Invite (returned to KGN Sept. 22)
 Mikko Vainonen, Nashville Predators, 4th round '12 – Signed (assigned to AHL Milwaukee Sept. 27)
 Spencer Watson, Los Angeles Kings, 7th round '14 (returned to KGN Sept. 23)

Kitchener Rangers (9):**Main Camps:**

Justin Bailey, Buffalo Sabres, 2nd round '13 (returned to KIT Sept. 26)
 Max Jaffrate, Colorado Avalanche, Free Agent Invite (returned to KIT Sept. 23)
 Darby Llewellyn, Detroit Red Wings, Free Agent Invite (returned to KIT Sept. 22)
 Ryan MacInnis, Arizona Coyotes, 2nd round '14 (returned to KIT Sept. 21)
 Nick Magyar, Colorado Avalanche, 4th round '14 (returned to KIT Sept. 21)
 Mattia Marcantuoni, Pittsburgh Penguins, 4th round '12 – Signed (assigned to AHL Wilkes-Barre Scranton Sept. 24)
 Brent Pedersen, Carolina Hurricanes, 5th round '13 (returned to KIT Sept. 22)
 Brandon Robinson, Detroit Red Wings, Free Agent Invite (returned to KIT Sept. 22)
 Dmitri Sergeev, St. Louis Blues, Free Agent Invite (returned to KIT Sept. 23)

London Knights (15):**Main Camps:**

Josh Anderson, Columbus Blue Jackets, 4th round '12 – Signed (assigned to AHL Springfield Sept. 29)

Julius Bergman, San Jose Sharks, 2nd round '14 – Signed (assigned to LDN Sept. 22)
 Max Domi, Arizona Coyotes, 1st round '13 – Signed (assigned to LDN Oct. 2)
 Christian Dvorak, Arizona Coyotes, 2nd round '14 (returned to LDN Sept. 21)
 Bo Horvat, Vancouver Canucks, 1st round '13 – Signed*
 Michael McCarron, Montreal Canadiens, 1st round '13 – Signed*
 Matt Rupert, Toronto Maple Leafs, Free Agent Invite (returned to LDN Sept. 22)
 Ryon Rupert, Toronto Maple Leafs, 6th round '12 – Signed (assigned to AHL Toronto Sept. 22)
 Gemel Smith, Dallas Stars, 4th round '12 – Signed (assigned to AHL Texas Sept. 28)
 Anthony Stolorz, Philadelphia Flyers, 2nd round '12 – Signed (assigned to AHL Lehigh Valley Sept. 24)
 Chris Tierney, San Jose Sharks, 2nd round '12 – Signed
 Chandler Yakimowicz, St. Louis Blues, 6th round '14 (returned to LDN Sept. 23)
 Nikita Zadorov, Buffalo Sabres, 1st round '13 – Signed

Rookie Camps:

Dakota Mermis, Arizona Coyotes, Free Agent Invite
 Brett Welychka, Chicago Blackhawks, Free Agent Invite

Mississauga Steelheads (3):**Main Camps:**

Spencer Martin, Colorado Avalanche, 3rd round '13 (returned to MISS Sept. 21)
 Jared Walsh, Buffalo Sabres, Free Agent Invite (returned to MISS Sept. 23)

Rookie Camp:

Stefan LeBlanc, Ottawa Senators, Free Agent Invite

Niagara IceDogs (10):**Main Camps:**

Ryan Mantha, New York Rangers, 4th round '14 (returned to NIAG Sept. 24)
 Brendan Perlini, Arizona Coyotes, 1st round '14 – Signed (assigned to NIAG Sept. 27)
 Blake Siebenaler, Columbus Blue Jackets, 3rd round '14 (returned to NIAG Sept. 24)
 Carter Verhaeghe, Toronto Maple Leafs, 3rd round '13 – Signed (assigned to NIAG Sept. 22)

Rookie Camps:

Cody Caron, Chicago Blackhawks, Free Agent Invite
 Anthony DiFruscia, San Jose Sharks, Free Agent Invite
 Aaron Haydon, Dallas Stars, 6th round '14
 Luke Mercer, St. Louis Blues, Free Agent Invite
 Brent Moran, Dallas Stars, 4th round '14
 Cady Payne, Florida Panthers, 5th round '12 (Boston)

North Bay Battalion (7):**Main Camps:**

Mike Amadio, Los Angeles Kings, 3rd round '14 (returned to NB Sept. 23)
 Dylan Bjugis, Tampa Bay Lightning, 2nd round '12 – Signed (assigned to AHL Syracuse Sept. 27)
 Nick Paul, Ottawa Senators, 4th round '13 (Dallas) (returned to NB Sept. 23)
 Kyle Wood, Colorado Avalanche, 3rd round '14 (returned to NB Sept. 21)

Rookie Camps:

Zach Bratina, Toronto Maple Leafs, Free Agent Invite
 Miles Liberati, Vancouver Canucks, 7th round '13
 Marcus McIvor, Columbus Blue Jackets, Free Agent Invite

Oshawa Generals (10):**Main Camps:**

Daniel Allshuller, Carolina Hurricanes, 3rd round '12 – Signed (assigned to AHL Charlotte Sept. 27)
 Josh Brown, Florida Panthers, 6th round '13 (returned to OSH Oct. 8)
 Cole Cassels, Vancouver Canucks, 3rd round '13 – Signed (assigned to OSH Sept. 24)
 Michael Dal Colle, New York Islanders, 1st round '14 – Signed (assigned to OSH Oct. 4)
 Scott Loughton, Philadelphia Flyers, 1st round '12 – Signed (assigned to AHL Lehigh Valley Oct. 1)
 Hunter Smith, Calgary Flames, 2nd round '14 (returned to OSH Sept. 22)

Rookie Camps:

Ken Appleby, Chicago Blackhawks, Free Agent Invite
 Jacob Busch, Arizona Coyotes, Free Agent Invite
 Justice Dundas, St. Louis Blues, Free Agent Invite
 Tobias Lindberg, Ottawa Senators, 4th round '13

Ottawa 67's (5):**Main Camps:**

Connor Graham, New York Islanders, Free Agent Invite (returned to OTT Sept. 23)
 Alex Lintuniemi, Los Angeles Kings, 2nd round '14 (returned to OTT Sept. 26)
 Jacob Middleton, Los Angeles Kings, 7th round '14 (returned to OTT Sept. 23)

Rookie Camps:

Brendan Bell, Calgary Flames, Free Agent Invite
 Tyler Hill, Montreal Canadiens, Free Agent Invite

Owen Sound Attack (5):**Main Camps:**

Chris Bigras, Colorado Avalanche, 2nd round '13 – Signed (assigned to OS Sept. 23)

Holden Cook, Los Angeles Kings, Free Agent Invite (returned to OS Sept.23)
 Zach Nastasiuk, Detroit Red Wings, 2nd round '13 – Signed (assigned to OS Sept. 22)
 Kyle Platzer, Edmonton Oilers, 4th round '13 (returned to OS Sept. 23)

Rookie Camp:
 Jaden Lindo, Pittsburgh Penguins, 6th round '14

Peterborough Petes (5):

Main Camps:
 Connor Boland, Edmonton Oilers, Free Agent Invite (returned to PBO Sept. 23)
 Eric Cornel, Buffalo Sabres, 2nd round '14 (returned to PBO Sept. 23)
 Dominik Masin, Tampa Bay Lightning, 2nd round '14 (returned to PBO Sept. 23)
 Nick Ritchie, Anaheim Ducks, 1st round '14 - Signed (assigned to PBO Sept. 29)

Rookie Camp:
 Greg Betzold, St. Louis Blues, Free Agent Invite

Plymouth Whalers (11):

Main Camps:
 Mathew Campagna, Nashville Predators (attended CAR rookie camp), Free Agent Invite (returned to PLY Sept. 21)
 Connor Chatham, New Jersey Devils, 3rd round '14 (returned to PLY Sept. 24)
 Victor Crus Rydberg, New York Islanders, 5th round '13 (returned to PLY Sept. 23)
 Ryan Horimon, Chicago Blackhawks, 1st round '13 - Signed (assigned to AHL Rockford Oct. 2)
 Sonny Milano, Columbus Blue Jackets, 1st round '14 – Signed*
 Matt Mistele, Los Angeles Kings, 6th round '14 (returned to PLY Sept. 23)
 Alex Nedeljkovic, Carolina Hurricanes, 2nd round '14 (returned to PLY Sept. 22)
 Josh Wesley, Carolina Hurricanes, 5th round '14 (returned to PLY Sept. 22)

Rookie Camps:
 Gianluca Curcuruto, Montreal Canadiens, Free Agent Invite
 Mitch Jones, Ottawa Senators, Free Agent Invite
 Alex Peters, Dallas Stars, 3rd round '14

Saginaw Spirit (7):

Main Camps:
 Blake Clarke, Detroit Red Wings, Free Agent Invite (returned to SAG Sept. 22)
 Jesse Graham, New York Islanders, 6th round '12 - Signed (assigned to AHL Bridgeport Sept. 29)
 Justin Kea, Buffalo Sabres, 3rd round '12 - Signed (assigned to AHL Rochester Sept. 26)
 Jimmy Lodge, Winnipeg Jets, 3rd round '13 (returned to SAG Sept. 22)
 Nick Moutrey, Columbus Blue Jackets, 4th round '13 (returned to SAG Sept. 26)
 Jake Paterson, Detroit Red Wings, 3rd round '12 – Signed (assigned to SAG Oct. 3)

Rookie Camp:
 Dylan Sadovy, San Jose Sharks, 3rd round '14

Sarnia Sting (3):

Main Camps:
 Anthony DeAngelo, Tampa Bay Lightning, 1st round '14 (returned to SAR Sept. 27)
 Nikolay Goldobin, San Jose Sharks, 1st round '14 - Signed (assigned to Team HIFK Finland)
 Hayden Hodgson, Detroit Red Wings, Free Agent Invite (returned to SAR Sept. 22)

Sault Ste. Marie Greyhounds (12):

Main Camps:
 Jean Dupuy, Winnipeg Jets, Free Agent Invite (assigned to SSM Oct. 7)
 Tyler Ganly, Carolina Hurricanes, 6th round '13 (returned to SSM Sept. 22)
 Brandon Halverson, New York Rangers, 2nd round '14 (returned to SSM Sept. 24)
 Alex Gudbranson, Minnesota Wild, Free Agent Invite - Signed (assigned to AHL Iowa Sept. 26)
 Kyle Jenkins, Carolina Hurricanes, 7th round '14 (returned to SSM Sept. 22)
 Matt Murray, Pittsburgh Penguins, 3rd round '12 - Signed (assigned to AHL Wilkes-Barre Scranton Sept. 24)
 Darnell Nurse, Edmonton Oilers, 1st round '13 - Signed
 Sergey Tolchinsky, Carolina Hurricanes, Free Agent '13 – Signed (assigned to SSM Sept. 22)

Rookie Camps:
 Michael Bunting, Arizona Coyotes, 4th round '14*
 Charley Graaskamp, Anaheim Ducks, Free Agent Invite
 Jared McCann, Vancouver Canucks, 1st round '14 - Signed
 Bryan Moore, New York Rangers, Free Agent Invite
 *invited but unable to participate

Sudbury Wolves (6):

Main Camps:
 Nick Baptiste, Buffalo Sabres, 3rd round '13 – Signed*
 Trevor Carrick, Carolina Hurricanes, 4th round '12 - Signed (assigned to AHL Charlotte Sept. 27)
 Connor Crisp, Montreal Canadiens, 3rd round '13 - Signed*
 Radek Foksa, Dallas Stars, 1st round '12 - Signed (assigned to AHL Texas Sept. 30)
 Pavel Jenys, Minnesota Wild, 7th round '14 (returned to SBY Sept. 23)

Rookie Camp:
 Matt Schmalz, Montreal Canadiens, Free Agent Invite

Windsor Spitfires (3):

Main Camps:

Cristiano DiGiacinto, Tampa Bay Lightning, 6th round '14 (returned to WSR Sept. 23)
Josh Ho-Sang, New York Islanders, 1st round '14 - Signed (assigned to WSR Oct. 4)
Ben Johnson, New Jersey Devils, 3rd round '12 - Signed (assigned to AHL Albany Sept. 27)
Sinter Koekkoek, Tampa Bay Lightning, 1st round '12 - Signed
Markus Soberg, Columbus Blue Jackets, 6th round '13 (returned to WSR Sept. 24)
Brady Vail, Toronto Maple Leafs (attended CAR rookie camp), Free Agent Invite (assigned to AHL Toronto Sept. 25)

Rookie Camps:

Ty Bilcke, Toronto Maple Leafs, Free Agent Invite
Patrick Sanvido, Dallas Stars, 7th round '14

Schedule & Results [Previous Games](#)



Wednesday February 18

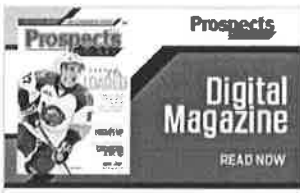
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SBY
SSM 7:07

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- 2014 nhl training camps





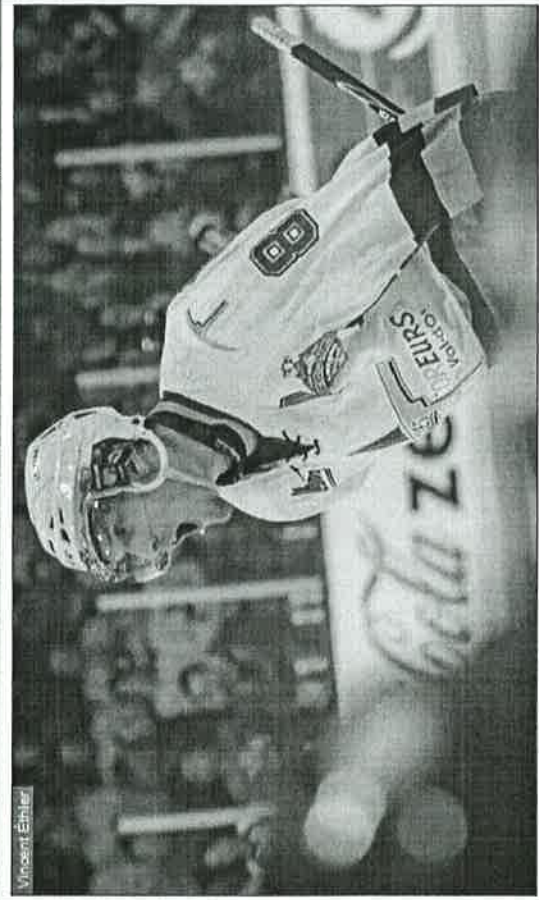
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THE LEAGUE SCHEDULE/RESULTS STATISTICS TEAMS NEWS MULTIMEDIA POLICES/PROGRAMS TRADES ENTRY DRAFTS

77 QMJHL players invited to NHL camps

2014-09-10



Vincent Ehler

Show this with your friends!

The Quebec Major Junior Hockey League is proud to announce that 77 of its players will be going to a professional camp of the National Hockey League in September. Among them, the CHL player of the year, Val-d'Or Foreurs' Anthony Mantha will attend the Detroit Red Wings camp.

Hikola Ehlers (HAL), rookie of the year in the CHL, will be at the Winnipeg Jets' camp. At the Montreal Canadiens' camp, prospects: Jeremy Gregoire (BAC), Imama Bokondji (SAC), Alexandre Goulet (CHA), Marc-Olivier Crevier-Morin (GAT), Zach Fucala (HAL), Phil Gadoury (HAL), Daniel Audette (SHE) and Matthew Highmore (SIB) will try to impress the coaches.

Here's the full list of all our players that have been drafted or invited to participate in a professional camp:

QMJHL team	Last name	First name	NHL team
BATHURST	Ryan	Andrew	Minnesota
BIAE-COMEAU	Grégoire Vanier	Jérémy Alexis	Montréal
	Imama	Bokondji	San Jose
	Zykov	Valentine	Montréal
BLAINVILLE-BOISBRIAND	Walcott	Daniel	Los Angeles
	Jayspaib	Nikita	New York Rangers
	Beaudin	Gilles	Philadelphia

SCHEDULE & RESULTS



PREVIOUS

DATE	HOME	AWAY	TIME
FEBRUARY 17 / 2015	HAL	VS	MON 06:00 PM ET
	BAC	VS	QUE 07:00 PM ET
FEBRUARY 18 / 2015	VIC	VS	SIB 06:00 PM ET
FEBRUARY 19 / 2015	VIC	VS	HAL 06:00 PM ET
	BLB	VS	ROU 07:00 PM ET
	CHI	VS	SHE 07:00 PM ET
	BAT	VS	RIM 07:30 PM ET
FEBRUARY 20 / 2015	MON	VS	CAP 06:00 PM ET
	SRB	VS	CHA 06:00 PM ET
	CHI	VS	GAT 07:30 PM ET
	DRU	VS	SHA 07:30 PM ET
	BLB	VS	VDO 07:30 PM ET
FEBRUARY 21 / 2015	SHE	VS	BAC 04:00 PM ET
	VIC	VS	CAP 06:00 PM ET
	HAL	VS	CHA 06:00 PM ET
	RIM	VS	DRU 07:00 PM ET

BOX SCORES

NEXT

This is Exhibit KK referred to in the affidavit of Andrew J. Eckhart

sworn before me, this 20th

day of February, 2015

A commissioner for taking affidavits

BLAINVILLE-BOISBRIAND	Walcott Jevspalov Beaudoin	Daniel Nikita Guillaume	New York Rangers Philadelphia Anaheim
CAPE BRETON	Darcy Haché Bishop Pelletier Brassard MacIntyre	Cameron Justin Clarke Julien François Duncan	Tampa Bay Phoenix Carolina Columbus Buffalo Colorado
CHARLOTTETOWN	Cooper Goulet Johnston MacKinnon McDonald Dipaolo	Oliver Alexandre Ross Ryan Mason Mike	Colorado Montréal New York Islanders Buffalo Calgary Columbus
CHICOUTIMI	Dauphin Boudreau	Laurent Gabryel	Phoenix San Jose
DRUMMONDVILLE	Carrier Verrier Lalancette	William Jerome Christophe	Buffalo Detroit Pittsburgh
GATTINEAU	Bezuregard Marcotte Brodsur Karabacek Crevier Morin Pépin	Mickaël Louck Anthony Vachy Marc-Olivier Alexis	Boston Philadelphia New Jersey Buffalo Montréal Colorado
HALIFAX	Drouin Weegar Fucile Ehlers Murphy Moynihan Gadoury	Jonathan Mac Zach Nikolaj Matt Danny Phil	Tampa Florida Montréal Winnipeg Ottawa San Jose Montréal
MONICTON	BARBASHEV TKACHEV	Ivan Vladimir	St. Louis Edmonton
QUEBEC	Burke Donaghey Brouilard Graves Ducclair Roy Erne	Taylor Cody Nikolas Ryan Anthony Marc-Olivier Adam	Los Angeles Toronto Winnipeg New York Rangers New York Rangers Edmonton Tampa Bay
RTMOUSKI	Desrosiers Leduc Gauthier Morin Dunn Kostalek Joly Rusk	Philippe Loïc Frédéric Samuel Vincent Jan Michael Beau	Dallas New York Islanders Toronto Philadelphia Ottawa Winnipeg Buffalo Philadelphia
ROUYNHORANDA	Belanger	Alexandre	Minnesota

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ROUYIN-HORANDA	Belanger Perron Nantel Dea Fournier	Alexandre Francis Julien Jean-Sébastien Dillon	Minnesota Ottawa Colorado Pittsburgh Chicago
SHAWINIGAN	Labbé	Dylan	Minnesota
SHERBROOKE	Audette O'Brien Neil	Daniel Liam Carl	Montréal Washington Calgary
SAINT JOHN	Leblanc Dempsey Highmore	Olivier Mitchell Matthew	Columbus Boston Montréal
VAL D'OR	Aubé-Kubel Bibeau Bouchard Mantha Fraser	Nicoles Antoine Keven Anthony Jerémie	Philadelphie Toronto Edmonton Detroit Toronto
VICTORIAVILLE	Blais Daby Velleux Whitney Lapante	Samuel Jonathan Tommy Brandon Yan-Pavel	St-Louis Nashville Nashville Minnesota Phoenix

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- Plays of the week
- Girard, Beaugerard and Girard named three stars of the week
- Mission Accomplished
- HERD COMES THROUGH ON HOCKEY DAY

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CHL

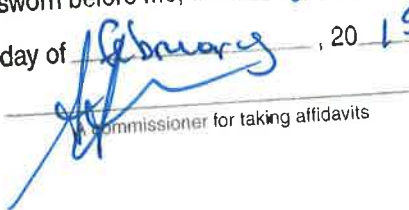
QMJHL

TEAMS

- WESTERN HOCKEY LEAGUE
- ONTARIO HOCKEY LEAGUE
- QUEBEC MAJOR JUNIOR HOCKEY LEAGUE
- SUBWAY SUPER SERIES

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- BAE-COMEAU DRAGKAR
- CAPE BRETON SCREAMING EAGLES
- CHICOUTIMI SAGUENEENS
- GATINEAU OLYMPIQUES
- MONTON WILDCATS

This is Exhibit LL referred to in the
affidavit of Andrew J. Eckhart
sworn before me, this 20th
day of February, 20 15

Commissioner for taking affidavits

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SIRC News Hub

WESTERN HOCKEY LEAGUE 131 WHL PLAYERS TO ATTEND NHL CAMPS

September 11, 2014

Calgary, AB – The Western Hockey League is proud to announce that 131 WHL players have been invited to attend NHL training camps in September. All of the 131 players attending NHL camps are eligible to return to the WHL for the 2014-15 season.

Of the 131 WHL players set to attend NHL training camps, 92 were selected in the NHL Draft and 39 are free agent invitees. Of the players who are attending NHL camps, 44 have been signed to NHL entry-level contracts.

All 22 WHL Clubs will send at least two players to an NHL training camp. The Portland Winterhawks boast an impressive 13 players who will attend NHL camps, which is the most of any WHL Club. In addition, the Edmonton Oil Kings will send 12 players to NHL camps, and the Kelowna Rockets will see 11 players attend NHL training camps.

Each year, WHL graduates make up a significant percentage of players who play in the NHL. In 2013-14, WHL graduates accounted for 20 per cent of all players who played at least one game in the NHL.

The following is a list of WHL players, by team, who will attend NHL training camps for the 2014-15 season:

Brandon Wheat Kings (7)

Name, NHL Club, Draft Year/Free Agent, Signed (Y/N)

Jayce Hawryluk, Florida Panthers, 2014, No

Richard Nejezchleb, New York Rangers, 2014, No

Jordan Papiirny, Montreal Canadiens, F/A, No

Ryan Pulock, New York Islanders, 2013, YES
John Quenneville, New Jersey Devils, 2014, No
Peter Quenneville, Columbus Blue Jackets, 2013, No
Eric Roy, Calgary Flames, 2013, No
Calgary Hitmen (10)
Greg Chase, Edmonton Oilers, 2013, No
Chris Driedger, Ottawa Senators, 2012, YES
Radel Fazleev, Philadelphia Flyers, 2014, No
Kenton Helgesen, Anaheim Ducks, 2012, YES
Chase Lang, Minnesota Wild, 2014, No
Pavel Padakin, Calgary Flames, F/A, No
Travis Sanheim, Philadelphia Flyers, 2014, No
Adam Tambellini, New York Rangers, 2013, No
Ben Thomas, Tampa Bay Lightning, 2014, No
Jake Virtanen, Vancouver Canucks, 2014, YES
Edmonton Oil Kings (12)
Brandon Baddock, New Jersey, 2014, No
Mads Eller, Dallas Stars, F/A, No
Aaron Irving, Nashville Predators, 2014, No
Tristan Jarry, Pittsburgh Penguins, 2013, YES
Edgars Kulda, Arizona Coyotes, 2014, No
Curtis Lazar, Ottawa Senators, 2013, YES
Dysin Mayo, Arizona Coyotes, 2014, No
Mitchell Moroz, Edmonton Oilers, 2012, YES
Brett Pollock, Dallas Stars, 2014, No
Griffin Reinhart, New York Islanders, 2012, YES
Henrik Samuelsson, Phoenix Coyotes, 2012, YES
Ashton Sautner, Arizona Coyotes, F/A, No
Everett Silvertips (5)
Ben Betker, Edmonton Oilers, 2013, No
Jujhar Khaira, Edmonton Oilers, 2012, YES
Dawson Leedahl, Boston Bruins, F/A, No
Austin Lotz, Vancouver Canucks, F/A, No
Mirco Mueller, San Jose Sharks, 2013, YES

Kamloops Blazers (4)
Ryan Rehill, New Jersey Devils, 2014, No
Matt Revel, Vancouver Canucks, F/A, No
Collin Shirley, Dallas Stars, F/A, No
Cole Uily, Dallas Stars, 2013, No

Kelowna Rockets (11)
Tyson Baillie, San Jose Sharks, F/A, No
Myles Bell, New Jersey Devils, 2013, No
Madison Bowey, Washington Capitals, 2013, YES
Rourke Chartier, San Jose Sharks, 2014, No

Tyrell Goulbourne, Philadelphia Flyers, 2013, No
Justin Kirkland, Nashville Predators, 2014, No
Ryan Olsen, Winnipeg Jets, 2012, YES
Damon Severson, New Jersey Devils, 2012, YES
Mitchell Wheaton, Detroit Red Wings, 2013, No
Jackson Whistle, Vancouver Canucks, F/A, No
Dalton Yorke, San Jose Sharks, F/A, No

Kootenay Ice (8)

Tim Bozon, Montreal Canadiens, 2012, YES
Jaedon Descheneau, St. Louis Blues, 2014, No
Tanner Faith, Minnesota Wild, 2014, No
Jon Martin, Vancouver Canucks, F/A, No
Luke Philp, Toronto Maple Leafs, F/A, No
Sam Reinhart, Buffalo Sabres, 2014, YES
Mackenzie Skapski, New York Rangers, 2013, YES
Rinat Valiev, Toronto Maple Leafs, 2014, YES

Lethbridge Hurricanes (2)

Reid Duke, Minnesota Wild, 2014, No
Nick Walters, Columbus Blue Jackets, 2012 (St. Louis), No

Medicine Hat Tigers (6)

Miles Koules, Washington Capitals, F/A, No
Marek Langhamer, Arizona Coyotes, 2012, YES
Tyler Lewington, Washington Capitals, 2013, No
Hunter Shinkaruk, Vancouver Canucks, 2013, YES
Ty Stanton, Detroit Red Wings, F/A, No
Tommy Vannelli, St. Louis Blues, 2013, YES

Moose Jaw Warriors (4)

Tanner Eberle, Montreal Canadiens, F/A, No
Brayden Point, Tampa Bay Lightning, 2014, No
Jack Rodewald, Buffalo Sabres, F/A, No
Dallas Valentine, New York Rangers, F/A, No

Portland Winterhawks (13)

Oliver Bjorkstrand, Columbus Blue Jackets, 2013, YES
Brendan Burke, Arizona Coyotes, 2013, No
Anton Cederholm, Vancouver Canucks, 2013, YES
Chase De Leo, Winnipeg Jets, 2014, No
Mathew Dumba, Minnesota Wild, 2012, YES
Blake Heinrich, Washington Capitals, 2013, No
Keegan Iverson, New York Rangers, 2014, No
Taylor Leier, Philadelphia Flyers, 2012, YES
Brendan Leipsic, Nashville Predators, 2012, YES
Nicolas Petan, Winnipeg Jets, 2013, YES

Derrick Pouliot, Pittsburgh Penguins, 2012, YES
Alex Schoenborn, San Jose Sharks, 2014, No
Dominic Turgeon, Detroit Red Wings, 2014, No

Prince Albert Raiders (5)

Leon Draisaitl, Edmonton Oilers, 2014, YES
Reid Gardiner, Minnesota Wild, F/A, No
Josh Morrissey, Winnipeg Jets, 2013, YES
Mackenze Stewart, Vancouver Canucks, 2014, No
Hunter Warner, Minnesota Wild, F/A, No

Prince George Cougars (3)

Troy Bourke, Colorado Avalanche, 2012, YES
Marc McNulty, Detroit Red Wings, 2013, No
Zach Pochiro, St. Louis Blues, 2013, YES

Red Deer Rebels (6)

Patrik Bartosak, Los Angeles Kings, 2013, YES
Conner Bleackley, Colorado Avalanche, 2014, No
Kayle Doetzel, Toronto Maple Leafs, F/A, No
Haydn Fleury, Carolina Hurricanes, 2014, YES
Wyatt Johnson, Anaheim Ducks, F/A, No
Evan Polei, St. Louis Blues, F/A, No

Regina Pats (6)

Kyle Burroughs, New York Islanders, 2013, No
Braden Christoffer, Washington Capitals, F/A, No
Dryden Hunt, Carolina Hurricanes, F/A, No
Morgan Klimchuk, Calgary Flames, 2013, YES
Chandler Stephenson, Washington Capitals, 2012, YES
Dmitry Sinityn, Dallas Stars, 2012, No

Saskatoon Blades (3)

Ryan Graham, Minnesota Wild, F/A, No
Nelson Nogier, Winnipeg Jets, 2014, No
Nikita Scherbak, Montreal Canadiens, 2014, YES

Seattle Thunderbirds (3)

Justin Hickman, Winnipeg Jets, F/A, No
Shea Theodore, Anaheim Ducks, 2013, YES
Evan Wardley, Montreal Canadiens, F/A, No

Spokane Chiefs (2)

Jason Fram, Calgary Flames, F/A, No
Adam Helewka, St. Louis Blues, F/A, No

Swift Current Broncos (5)

Colby Cave, Arizona Coyotes, F/A, No
Dillon Heatherington, Columbus Blue Jackets, 2013, No

Julius Honka, Dallas Stars, 2014, YES
Brett Lernout, Montreal Canadiens, 2014, No
Brycen Martin, Buffalo Sabres, 2014, No

Tri-City Americans (6)

Parker Bowles, Toronto Maple Leafs, F/A, No
Eric Comrie, Winnipeg Jets, 2013, YES
Justin Gutierrez, St. Louis Blues, F/A, No
Steven Hodges, Florida Panthers, 2012, YES
Jackson Playfair, Arizona Coyotes, F/A, No
Josh Thrower, Vancouver Canucks, F/A, No

Vancouver Giants (4)

Matt Bellerive, Vancouver Canucks, F/A, No
Mason Geertsen, Colorado Avalanche, 2013, No
Jackson Houck, Edmonton Oilers, 2013, No
Brett Kulak, Calgary Flames, 2012, YES

Victoria Royals (6)

Axel Blomqvist, Winnipeg Jets, F/A, YES
Travis Brown, Ottawa Senators, 2012 (Chicago), No
Austin Carroll, Calgary Flames, 2014, No
Joe Hicketts, Detroit Red Wings, F/A, No
Keegan Kanzig, Calgary Flames, 2013, YES
Brandon Magee, Calgary Flames, F/A, No

-30-

For further information, please contact:

Corey St. Laurent
Senior Manager, Communications
Western Hockey League
Father David Bauer Arena
2424 University Drive NW
Calgary, AB, T2N 3Y9
Direct: 403.693.3040
Fax: 403.693.3031
Email: stlaurentc@whl.ca (<mailto:stlaurentc@whl.ca>)
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William L. Daly | Deputy Commissioner

September 10, 2012

David Branch
President
Canadian Hockey League
305 Milner Ave., Suite 200
Scarborough, ON M1B 3V4

This is Exhibit MM referred to in the
affidavit of Andrew J. Eckert
sworn before me, this 20th
day of February, 2012
[Signature]
A commissioner for taking affidavits

Re: CHL Agreement

Dear David:

We refer to the Agreement made, effective as of December 2, 2005 (with application retroactive to June 1, 2004) and extended on August 8, 2011, between the National Hockey League (the "NHL") and the Canadian Hockey League (the "CHL") (the "CHL Agreement"). Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the CHL Agreement.

The parties hereby agree that the CHL Agreement shall be amended as follows:

1. The Term of the CHL Agreement, as set forth in Section A of the CHL Agreement, shall be extended by one (1) additional season to operate in effect for the 2012/13 season and shall expire on June 1, 2013.
2. The Total Grant paid by the NHL to the CHL, pursuant to Section B.5 of the CHL Agreement, shall not exceed \$9,860,000 for the 2012/13 season.
3. Notwithstanding any regulations to the contrary in Section C of the CHL Agreement, in the event of a work stoppage in the NHL during the 2012/13 season:
 - (a) Any player who played at age 18 for an NHL Club during the 2011/12 season may be assigned by his NHL Club to the AHL.
 - (b) Following the expiration of such work stoppage, NHL Clubs will be provided an opportunity to negotiate with and sign Unsigned Draft Choices playing in the CHL and may recall those Players and/or may recall Players already signed to NHL contracts, provided that all such activity shall be limited to the period within seven (7) days following the date on which Players are required to report to their respective NHL Clubs for purposes of preparing for and commencing the 2012/13 NHL Regular Season.

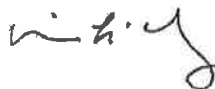
National Hockey League

David Branch
Re: CHL Agreement
Page 2
September 10, 2012

Except as expressly modified by the foregoing, the terms and conditions of the CHL Agreement shall remain in full force and effect.

Please confirm your agreement to the amendment of the CHL Agreement by signing below.

Sincerely,



William L. Daly

AGREED AND ACCEPTED:

CANADIAN HOCKEY LEAGUE

By: _____

David Branch
President



This is Exhibit NN referred to in the
affidavit of Andrew Eckart
sworn before me, this 20th
day of February, 20 15
[Signature]
A commissioner for taking affidavits

← Back to Newsletter

The Politics of Hockey: Better Get Good at It

by John Wires

I hate the word "Politics" in hockey. It has such a negative ring to it. It suggests that someone is making excuses for why they didn't make it. It's easy to blame the politics of the game. In some cases maybe's its even justified. The fact is that blaming politics for not making the team or losing ice time doesn't help your chances of getting recruited.

In the New Game, making it means you have to play the politics game smart and when you lose at the politics game you have to make up for lost ground with performance.

It goes without saying that your role as a recruit is to focus on the things you can control; your ability, your effort, your fitness, your character etc. What you might not recognize is that you can also have a say, or get smart and be proactive about the politics of hockey. At a minimum, recruits should educate themselves on how the politics and economics of hockey works.

Like professionals, recruits should not have to manage the politics of the game. In an ideal world, making the team and getting deserved ice time would be based on performance and merit; which is most instances it is.

However, the reality is that in the New Game recruits have to put up with:

- Development Fees;
- Parents who own teams;
- Parents who coach teams;
- Sponsorship money;
- Teams not granted player card releases;
- Owners and players getting paid under the table; and
- Contracts stipulating ice-time or more player attention;

Politics is part of the New Game and you better get good at navigating hockey politics or you'll find yourself sitting on the bench. The politics of hockey is a delicate game and its often where agents and advisors can add value to your career.

Development Fees: The Economics of Hockey and the "New Game"

You don't realize it, but you are an asset. You are an un-cashed cheque on the books for your minor or junior



Junior Hockey Image by K.M. Klemencic via Flickr CC Licence

team and your success has financial consequences.

Most junior hockey recruits don't understand the economics of hockey, but it's really quite simple. When NHL players get drafted, a CHL team gets paid a "development fee". In some cases the fee can be substantial. However, just as NHL teams pay development fees, so too do CHL teams. CHL teams pass the buck to minor hockey teams when minor hockey players are drafted.

The development fee is often the reason minor hockey teams are reluctant to release players after they have signed a player card. That is, if a quality player is released from their minor hockey team and later gets drafted to the CHL, a development fee is lost.

John Barnes goes way back to the 1920's to trace how money started to flow in professional and amateur hockey. He wrote:

The coordination between the [Canadian Amateur Hockey Association] CAHA and the NHL included the sponsorship system which had originated in the 1920s through financial support provided to individual amateur players. By the late 1940's this evolved into sponsorship of entire Jr. teams and NHL teams achieved controlling influence and exclusive signing rights for another 20 years.

Then, in a Pro-Am Agreement of 1967 the NHL was to pay development fees to the CAHA for all drafted junior players. These payments were distributed to the junior teams. In effect, instead of having to sponsor entire junior teams, the 1967 agreement allowed the NHL to just pay for the players who made it through the ranks.

Barnes reported that from 1969 to 1973, "under the NHL-CAHA agreement a total of \$7.3 million was paid to the CAHA, approximately \$1.2 million per year". As far back as 1976, Barnes points to a press account reporting that "nine-year-olds were being offered signing bonuses such as bicycles to induce them to play for specific teams in Toronto." By luring the best minor hockey players onto their teams, they stood a better chance at development cash from the big leagues.

Today, the trickle down effect is presumably much larger granted the NHL was not nearly as profitable in 1973 as it is today.

Barnes notes that by the 2007-2008 season the CHL expanded to 60 franchises, including both private companies and community-owned teams. Total regular season attendance was close to 9 million, compared to the 4.7 million fans who attended games of the Canadian NHL teams. 10 CHL teams averaged over 6,000 fans a night. In short, hockey is big business.

According to Barnes, CHL teams have regularly sold for over \$3 Million, a figure which is now out of date when you consider the new corporate sponsorships, larger average fan attendance, higher gate fees and more money for development fees from the NHL.

The Guelph Storm's business arrangements were outlined in an Ontario court decision; Guelph Centre Partners Inc. v. Guelph Storm Ltd. [2005] OJ No. 457. In that case, it comes to light that the City of Guelph guaranteed loans of \$21 million dollars, leased the rink and took a cut of concession revenues and advertising. Meaning that the team owners took on little financial risk and had the opportunity to make some serious money. All while paying the players about \$150 bucks a week.

What the Politics and Economics of Hockey Means for Hockey Recruits

Undoubtedly, the payment of "development" fees to minor hockey teams complicates things. As mentioned, the development fee is generally the reason players have struggled over the years to get a release from their minor hockey programs. It creates the awkward scenario where a player not getting the ice time he wants, can't leave to go play for a team of choice. Owners are hesitant to release a player that might join a competing team who claim his development fee.

When I played pee-pee, I was released from the "AAA" Don Mills Flyers in the GTHL, but only on the pretense that I was returning to play AA. At the time, there was little chance of me making anybody any money. AA

players weren't going to be drafted, and so there was no fee at the end of the tunnel.

Others weren't so fortunate, suffering though playing for coaches and teams they didn't enjoy or riding the pine simply because they couldn't get a release.

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The Economics of Minor Hockey and the New Game



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The Stakes Went Up

I'm an '84 (28 years old). In the course of my minor, junior and college career hockey went from a pastime to a business, from wood sticks to one pieces, from drinking beer in the room to riding stationary bikes before warm up, endless off ice training, a focus on nutrition, supplements and sports psychology. Hockey got serious and it got serious because the stakes went up.

The NHL, NCAA, USHL and CHL have produced amazing numbers in the past two decades in terms of commercializing the game and making hockey a profitable international sport. We call it the "New Game".

According to Forbes, in the 2009-2010 NHL season the league's 30 teams combined for over \$2.9 billion in revenue (although some teams were in the red). As of 2011, the Canadian Hockey League announced corporate partnerships with the Bank of Montreal and Under Armour. It sells TV rights to Rogers SportsNet and other providers. These are but a few indicators of the commercial success.

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Some of the NHL revenue also filters down to junior and minor hockey teams through "development" fees. CHL teams pay minor hockey associations a development fee if they draft a player that is offered a spot on the team. Just as NHL teams pay CHL clubs for players who move onto the NHL.

As the game commercialised and the stakes for "making it" went up, the competition got fiercer. When I arrived in juniors it was the rise of "effy" (ephedrine) and caffeine pills to help get the heart rates pumping (before kids started having heart attacks). Now there are so many pills and supplements nobody knows where to start. Parents are even having genetic testing done to see if their little hockey player is going to make it.

Any little advantage to get ahead, to get recognized, to stand out is one that parents and players are willing to take.

As a result, the New Game also happens to encompass this type of stuff.

The Economics of Hockey and the "New Game"

Author John Barnes covered part of the economics of hockey in his book *the Law of Hockey*. He notes that by the 2007-2008 season the CHL expanded to 60 franchises, including both private companies and community-owned teams. Total regular season attendance was close to 9 million, compared to the 4.7 million fans who attended games of the Canadian NHL teams. 10 CHL teams averaged over 6,000 fans a night.

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But Barnes goes way back to the 1920's to trace how money flows in professional and amateur hockey. He wrote:

The coordination between the [Canadian Amateur Hockey Association] CAHA and the NHL included the sponsorship system which had originated in the 1920s through financial support provided to individual amateur players. By the late 1940's this evolved into sponsorship of entire jr. teams and NHL teams achieved controlling influence and exclusive signing rights for another 20 years.

Then, the *Pro-Am Agreement* of 1967 required the NHL to pay development fees to the CAHA for all drafted junior players, these payments were distributed to the junior teams. So instead of having to sponsor entire junior teams, the NHL decided to just pay for the players who made it through the ranks.

Barnes reported that from 1969 to 1973, "under the NHL-CAHA agreement a total of \$7.3 million was paid to the CAHA, approximately \$1.2 million per year". As far back as 1976, Barnes points to a press account reporting that "nine-year-olds were being offered signing bonuses such as bicycles to induce them to play for specific teams in Toronto."

Today, the trickle down effect is presumably much larger granted the NHL was not nearly as profitable in 1973 as it is today.

What It All Means for Hockey Recruits

Undoubtedly, the payment of "development" fees to minor hockey teams complicates things. The development fee is generally the reason players have struggled over the years to get a release from their minor hockey programs. Owners are hesitant to release a player that might join a competing team who claims his development fee.

When I played peewee, I was released from the Don Mills Flyers in the GTHL, but only on the pretence that I was returning to play AA. At the time, there was little chance of me making anybody any money. However, others weren't so fortunate, suffering though playing for coaches and teams they didn't enjoy or riding the pine simply because they couldn't get a release.

Often parents and players are oblivious to the underlying reasons contributing to the politics of hockey, the case of being granted a release just one of them. Players and parents should devote some time to understanding the "big picture"; how the game operates and how a player fits into the puzzle. Unless parents and players take proactive steps, like the ones discussed in *The Ultimate Hockey Recruit: How We Made It*, they put their chances of making it in the hands of a complex system of money and politics that has claimed the dreams of so many.

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THE CHL DEVELOPMENT AGREEMENT WITH THE NHL

Posted by Admin On January 16, 2013 0 Comment

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Another Junior Team On The Brink Due To Finances

The CHL Development Agreement With The NHL December 10, 2012 7:51 AM

Hockey Is big business. Major Junior Hockey is very big business and the NHL helps fund it.

TJHN has reported in the past the the NHL agreement with the CHL for player development had expired in the summer of 2012. That would make complete sense considering the NHL Collective Bargaining Agreement expired in September. We all know how that business is operating at this point.

What we didnt know was that the funding provided to the CHL from the NHL through their agreement was extended secretly, or at best without being announced.

TJHN has published the document here: CHL - NHL Agreement Fully Executed

The agreement calls for the CHL to be paid up to nearly TEN MILLION DOLLARS this season, it also spells out the terms in which players could be signed to NHL agreements if the lockout were to end.

Of particular importance in this document is the date in which it is executed. SEPTEMBER 10th, 2012. Five full days before the expiration of the previous NHL Collective Bargaining Agreement.

The data clearly shows that the NHL was preparing for a lockout prior to the expiration of the prior CBA. This agreement shows they had a plan for when it would end, if it should end in the 2012-2013 season.

So where does this money go? How is it spent on the players?

More importantly why would the NHL and CHL do this with no announcement?



Understanding every business has its secrets and certain tools they use to promote their business and fund their business, most would agree that keeping those secrets is required for some to survive.

Unfortunately though the CHL touts itself as the most direct path to the NHL and routinely brags about all the players that have made it based on its relationship with the NHL. Why then would the CHL not publicize this great extension and funding package? Why would the NHL not make a release on the package?

Could it be that some of this funding is directly linked to player stipends?

According to a CHLPA representative it is:

"The NHL-CHL Agreement for \$10 Million is an agreement which prevents players from going anywhere other than CHL if they are not playing in the NHL. Once a CHL player that has played in the NHL is sent back down, he can't play in the AHL as he should if trade were not being restricted by collusion. If they play as a professional, then the player is a professional. CHL bylaws state they are and considers itself amateur, therefore the CHL shouldn't allow these players to mix in with the league once they have played in the NHL. This practice only contaminates the league and the players in it. The \$10 million ensures that the players are restricted from playing anywhere else other than CHL for \$50 a week stipends. These are clear antitrust violations as they restrict trade and commerce."

If lines can be drawn that directly connect the player stipend to the NHL money paid to the CHL, both leagues may have a whole new set of issues to deal with.

No matter what the case, there is still the question; why was this agreement kept secret? I guess we are all left to form our own answers to that question.

By Joseph Kolodziej

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This is Exhibit 00 referred to in the
 affidavit of Andrew J. Echart
 sworn before me, this 20th
 day of February, 2015

ARTICLE 15
TRAINING CAMP; TRAVEL EXPENSES

[Signature]
 Commissioner for taking affidavits

15.1 Travel Expenses.

(a) The Club shall pay for or provide the reasonable travel expenses (which includes reasonable baggage fees for air travel) for the Player for travel from a Player's summer residence to Training Camp, from Training Camp to his Club city, and return to said summer residence at the end of the Club's Playing Season.

- (i) Players signed to an SPC who are not in the Entry Level System shall be entitled to business class air travel from a Player's summer residence to Training Camp, and in returning to said summer residence at the end of the season, for flights of more than three (3) hours. Such Players shall be entitled to economy class air travel where the flight is three (3) hours or less.
- (ii) All Players other than those in subsection (i) above shall be entitled to economy class air travel on all flights.
- (iii) If the Player flies on a more expensive form of air travel than provided for in subsections (i) or (ii) above (e.g., business class where not otherwise entitled, or charter), the Club shall reimburse the Player an amount equivalent to the cost to the Club of economy class air travel and reasonable baggage fees.

(b) The Club shall also pay for or provide the reasonable travel expenses for the Player's spouse (or Living Companion) and his child(ren) from their summer residence to the Club city at the beginning of the Regular Season and return to said summer residence at the end of the Club's Playing Season.

- (i) If the Player's spouse (or Living Companion) and/or child(ren) fly, they shall be entitled to economy class air travel.
- (ii) If the Player's spouse (or Living Companion) and/or child(ren) flies on a more expensive form of air travel than provided for in subsection (i) above (e.g., business class, or charter), the Club shall reimburse him an amount equivalent to the cost to the Club of economy class air travel and reasonable baggage fees.

(c) If a Player or his spouse (or Living Companion), at their option, drives rather than flies as provided above in subsections (a) and (b), the Club shall pay for the reasonable travel expenses incident thereto, including the applicable IRS or CRA mileage rate.

(d) For the purpose of this Section 15.1, the returning to and from the summer residence shall be based on the Player and/or his spouse (or Living Companion) returning for a minimum of a two (2) month period to the same summer residence each year except if he moves

his summer residence. It shall be the burden of the Player to demonstrate that he has returned to his summer residence for a minimum of two (2) months.

15.2 (a) All Players attending Training Camps shall be paid the same per diem meal allowances provided in Section 19(a) and shall receive lodging provided by the Club during the period of their attendance at Training Camp.

(b) The Clubs have an option of providing breakfast and/or lunch during Training Camp. There shall be the following deductions from the Player's per diem, each in the same currency as the per diem is paid, for each breakfast and/or lunch provided by the Club: \$12 for breakfast and \$15 for lunch.

(c) All Players signed to an SPC who are not in the Entry Level System shall be entitled to single room accommodations at Training Camp.

(d) If Training Camp is held in, or in the vicinity of, the Club's home city, a Player who elects to live at home instead of in accommodations provided by the Club during Training Camp shall not receive any payments for lodging.

15.3 (a) The duration of Training Camp for all Players who have qualified during the preceding Regular Season for at least 50 games credit for Pension Plan purposes shall not be more than 20 days, and shall not be more than 27 days for all other Players.

(b) Players who have qualified during the preceding Regular Season for at least 50 games credit for Pension Plan purposes will, on a voluntary basis, be permitted to receive Training Camp medicals/physicals during the five (5) day period prior to the opening of Training Camp. For all other Players, no Training Camp activities shall be performed prior to the opening of Training Camp.

(c) The first day of Training Camp will be dedicated (and exclusively limited) to off-ice activities, such as medicals/physicals, fitness testing, photographs and other public relations-related matters. During the first four (4) days of on-ice activity at Training Camp (days 2 through 5), ice-time activities will be limited to 1.75 hours and off-ice activities will be limited to 1.25 hours per day, except on Exhibition Game days where these limits shall not apply to Players playing in the Exhibition Game.

(d) Players shall be provided with two (2) mandatory days off during Training Camp, with each Player being provided one (1) day off during the first half of Training Camp and the other day off during the second half of Training Camp. Each Player may be given a different day off. A day off shall be a day off for all purposes, except that if a Club travels following the conclusion of a game, the next day may be considered a day off if the Club is scheduled to arrive at its destination city by no later than 2:00 a.m. local time. If a Club travels on the day following a game (*i.e.*, stays at a hotel overnight and departs the following morning), such day may not be considered a day off.

15.4 Exhibition Games.

(a) No Player shall participate in an Exhibition Game which is scheduled during the first three (3) days of Training Camp or on a date immediately following three (3) consecutive dates in which the Player participated in Exhibition Games during the Training Camp period.

(b) Each Club shall schedule no less than six (6) and no more than eight (8) Exhibition Games during Training Camp.

(c) A Club shall be permitted to dress a minimum of eight (8) veterans for any Exhibition Game. For purposes of this Section 15.4(c), a veteran shall constitute either: (1) a forward or defenseman who played in thirty (30) NHL Games during the previous season, (2) a goaltender who either dressed in fifty (50) or more NHL Games or played in thirty (30) or more NHL Games in the previous season, (3) a first round draft choice from the most recent year's Entry Draft, or (4) any Player who has played one-hundred (100) or more career NHL Games. The matter of Player participation in Exhibition Games shall be referred to the NHL/NHLPA Competition Committee for its consideration and recommendations, if any, in accordance with Article 22.

15.5 Unless specifically authorized to do so by the NHL/NHLPA International Committee, no Club shall conduct its Training Camp outside of North America.

15.6 Any Player who becomes disabled during Training Camp, or who reports to Training Camp disabled as a result of a hockey related injury incurred during the off-season, and who has qualified during the preceding season, including Playoffs, for at least fifty (50) games credit for the purposes of the Pension Plan or is on a one-way SPC, shall receive his Paragraph 1 NHL Salary and Signing Bonus until he receives appropriate medical clearance. All other Players will be paid a "Daily Rate" (as that term is defined in this Section 15.6 below) until they receive appropriate medical clearance, such Daily Rate to be determined as follows:

(a) For the immediately preceding season, determine the number of Regular Season days the Player spent on a Club's (or Clubs') Active Roster, Injured Reserve and/or Non-Roster ("NHL Days"), provided that for days during the preceding season where the Player was paid a Daily Rate, pursuant to this Section 15.6, those days only shall be included in the calculation of NHL Days in proportion to the fraction in Section 15.6(b)(i) which was used to calculate that NHL Daily Rate for the preceding season, rounded to the nearest whole day (and with exactly 0.5 rounded up to the next whole day). Subtract the NHL Days from the total number of days in the immediately preceding Regular Season to determine the "Minor League Days."

(b) Create two fractions: (i) the first, with the numerator being the NHL Days and the denominator being the total number of days in the immediately preceding Regular Season, and (ii) the second, with the numerator being the Minor League Days and the denominator being the total number of days in the immediately preceding Regular Season.

(c) The fractions created in (b) are then multiplied by the Player's: (i) Paragraph 1 NHL Salary for the current season, and (ii) Paragraph 1 Minor League Salary for the current

season, respectively. The products are then added together to determine an "Annual Blended Salary."

By way of example, if a Player is disabled in Training Camp in 2014/15, his Annual Blended Salary for the 2014/15 Regular Season would be calculated as follows: assume the Player has a Paragraph 1 NHL Salary of \$600,000 and a Paragraph 1 Minor League Salary of \$60,000 for the 2014/15 season, and 90 NHL Days in the 2013/14 season (such prior Regular Season consisting of 187 days):

NHL Days = 90 Minor League Days = 97

\$600,000	X	90/187	=	\$288,770
\$60,000	X	97/187	=	\$31,123
Annual Blended Salary				\$319,893

(d) The Annual Blended Salary is then divided by the number of days in the current Regular Season to determine the Player's Daily Rate (the "Daily Rate"). By way of example, if the current season (the 2014/15 season) has 186 days, the Daily Rate would be \$1,719.85 ($\$319,893 \div 186$).

By way of further example, if the same Player is again disabled in Training Camp in 2015/16, his Annual Blended Salary for the 2015/16 Regular Season would be calculated as follows: assume, following from the example above, the Player: (i) remained disabled during the 2014/15 season for, and was paid his Daily Rate for, 75 days of the 186 day 2014/15 season, (ii) was on the Club's Active Roster and was paid his Paragraph 1 NHL Salary for an additional 20 days during the 2014/15 season, and (iii) has a Paragraph 1 NHL Salary of \$600,000 and has a Paragraph 1 Minor League Salary of \$60,000 for the 2015/16 season:

NHL Days = 56 days (20 days + (75 days x 90/187) = 20 days + 36 days)

Minor League Days = 130

\$600,000	X	56/186	=	\$180,645
\$60,000	X	130/186	=	\$41,935
Annual Blended Salary				\$222,580

The Player's Daily Rate for the 2015/16 season, if such season were to have 185 days, would be \$1,203 ($\$222,580 \div 185$).

(e) Notwithstanding the foregoing, in the event the Player is not otherwise eligible to be Loaned to the Minor Leagues pursuant to an agreement between the National Hockey League and the Canadian Hockey League, the Annual Blended Salary will be calculated using the same method described above except the Minor League Days will be multiplied by the amount

provided for at Article 9.4 of the CBA as the maximum compensation payable to a Group 1 Player who is playing in the Major Juniors, rather than the Player's Paragraph 1 Minor League Salary.

(f) Clubs shall notify NHL Central Registry and the NHLPA of any Player who is designated as Injured Non-Roster pursuant to Section 16.11(e), due to failing the Club's initial physical examination in any League Year, or who is injured, ill or disabled while not on the Club's Active Roster. Clubs shall also notify NHL Central Registry and the NHLPA of Players who are subject to this Section 15.6 on the Opening Day Roster.

15.7 Entitlement to Obtain a Residence.

(a) A Player may obtain a residence (e.g., rent an apartment or purchase a home) before the beginning of Training Camp if he:

- (i) has been with a Club for at least 160 NHL Games including injury; and
- (ii) has been with the same Club for 40 NHL Games or more.

(b) For a Player who did not satisfy the requirements in Section 15.7(a)(i) and (ii), the "28/56 day rule" set forth in Section 13.12 shall apply starting upon the later of the beginning of the Regular Season or the date he reports to his Club. Upon the conclusion of such period (or earlier if the Club advises the Player to obtain a residence), and to the extent provided for during such period, the Player shall receive the same benefits as those afforded to a Player under said "28/56 day rule," including the entitlement to obtain a residence thereunder.

(c) A Player who satisfied the requirements to obtain a residence in Section 15.7(a)(i) and (ii), or 15.7(b), except and only to the extent that such Player has become disentitled to obtain a residence pursuant to Section 15.7(d), who thereafter Transfers (as the term is defined in Article 14) from one NHL Club to another NHL Club by Trade or Waivers, shall be immediately entitled to obtain a residence in the area in or around the NHL Club's city to which he has been Transferred.

(d) A Player who would have been entitled to obtain a residence in or around an NHL Club's city pursuant to Section 15.7(a)(i) and (ii), 15.7(b), or 15.7(c), but who is Loaned prior to obtaining such a residence, is no longer so entitled and instead shall be subject to the "28/56 day" rule set forth in Section 13.12 for the duration of the NHL Season in which the Loan occurred in the event of a Recall, or subsequent to such Recall, in the event of a Transfer (as that term is defined in Article 14) from one NHL Club to another NHL Club by Trade or Waivers in that NHL Season.

(e) For any Player subject to the "28/56 day rule" set forth in Sections 13.12 and 15.7, the period shall begin upon the later of the beginning of the Regular Season, or the Player reporting to his NHL Club city or new club city, as applicable.

15.8 A 50-game Player shall be placed on Waivers prior to participating in a Minor League exhibition game.

15.9 Fitness Testing. The following "Mission Statement" shall govern all fitness testing that a Club conducts with its Players, including prospects: All fitness testing should be recognized and/or justified in the athletic training/medical establishment as being legitimate and relevant from a fitness evaluation perspective. Clubs are not permitted to conduct any fitness tests that subject a Player to an undue risk of injury. A Player who believes that a particular fitness test does not satisfy the standard set forth in this "Mission Statement" should bring his concerns to the League's Hockey Operations Department, which will investigate and make a determination as to whether the challenged test is permissible to administer.

15.10 Conditioning Camp.

(a) In each off-season, a Club may hold one conditioning camp (a "Conditioning Camp") for the Players set forth in Section 15.10(b) below, provided that such Conditioning Camp be limited to the months of June and July only and may not last longer than seven (7) days, and provided further that such Club shall advise the NHL and NHLPA of the time, duration, and location of its Conditioning Camp at least two (2) weeks in advance, in accordance with Exhibit 3.

(b) Participation in Conditioning Camps will be limited to the following:

- (i) Unsigned Draft Choices;
- (ii) Any Player in the Entry Level System with less than 120 NHL Games played (but who did not play in excess of 70 NHL Games in the preceding Regular Season);
- (iii) Draft-related Unrestricted Free Agents;
- (iv) Players who were eligible for selection in the preceding Entry Draft but were undrafted; and
- (v) Any Player who is not in the Entry Level System, who finished the preceding season disabled, and who submits a written request to the Club, with a copy to the NHL and the NHLPA, to participate in his Club's Conditioning Camp.

(c) Ice-time during Conditioning Camp will be limited to no more than three (3) hours per day, per Player.

(d) No Player shall be required to participate in more than three (3) Conditioning Camps in total for any one (1) Club (but may opt to do so in his sole discretion).

(e) A Conditioning Camp may be held in a location of the Club's choice, as long as the arena facility and hotel/lodging accommodations are of suitable standard for professional hockey players. Clubs shall pay all reasonable expenses for the Players participating in a Conditioning Camp, including, without limitation, travel and lodging. Players participating in Conditioning Camp are also entitled to the same per diem meal allowances as provided in

Section 19(a) of this Agreement (subject to the appropriate offsets in the event the Club provides breakfast and/or lunch, as per Section 15.2(b)).

15.11 No Conditioning Camp. Other than the Conditioning Camp described in Section 15.10 above, a Club is prohibited from organizing or holding any mandatory or voluntary camp in the off-season for any Players.

15.12 Rookie Orientation Program. The NHL and NHLPA agree to jointly sponsor an annual Rookie Orientation Program ("ROP") in each off-season. The purpose of the ROP is to educate Players regarding the challenges they may face as an NHL Player and the life skills they will need to develop in order to meet those challenges. The NHL and NHLPA will meet each year and agree upon the location, duration, agenda and format for the ROP. Following consultation with the NHL and NHLPA, each Club shall select up to three (3) Entry Level Players who are expected to be playing in the NHL for a significant period of time in the upcoming season to attend each ROP. Costs of the ROP will be shared equally by the NHL and NHLPA.

15.13 Absence from Training Camp.

(a) For each day a Player does not report during Training Camp without his Club's permission, his pay shall be reduced by 1/275th of his annual Paragraph 1 NHL Salary specified in his SPC without limitation of any other contract rights it may have.

(b) The following rules shall operate should a Player wish to seek permission to be absent from Training Camp:

- (i) A Player who wishes to be absent from Training Camp must notify his Club of such intention in writing at least five (5) days prior to the start of Training Camp;
- (ii) Once a Player has indicated his intention in writing to be absent from Training Camp, within forty-eight (48) hours the Club must inform the Player in writing (with a copy to the NHL and NHLPA) whether it will grant the Player permission to be absent;
- (iii) If the Club intends to deny the Player permission to be absent from Training Camp, it must warn the Player in writing. The warning shall include: (x) a calculation, pursuant to Section 15.13(a), of the Player's potential Paragraph 1 NHL Salary reduction for each Training Camp day missed; and (y) an opportunity for the Player to "cure" by recanting his intention to be absent from Training Camp within forty-eight (48) hours. If a Player wishes to cure by recanting his intention to be absent from Training Camp, he must inform the Club in writing within forty-eight (48) hours of receiving the Club's written warning and denial of permission to be absent from Training Camp. The Club may not suspend the Player until his cure period has lapsed; provided, however, that it is the intention of the parties that to the extent the Club follows the procedures set forth herein, and the Player is nevertheless absent on the first day of Training

Camp, the Club will be within its rights to suspend the Player for non-performance of his SPC;

- (iv) If a Player reports to Training Camp, and subsequently decides to leave Training Camp, he must provide the Club with a written request for permission for such absence within five (5) days of his departure. (Failure to provide such notice will result in the absence being treated as an absence "without permission.") In the event the Player provides such written request for permission to be absent from Training Camp, the Club will have forty-eight (48) hours to either grant or deny permission to the Player to be absent in writing. If the Club denies its permission, it must also provide the Player: (x) a calculation, per Section 15.13(a), of the Player's potential Paragraph 1 NHL Salary reduction for each Training Camp day missed; and (y) an opportunity for the Player to "cure" by recanting his intention to miss Training Camp within forty-eight (48) hours. If a Player wishes to cure by returning to Training Camp, he must inform the Club in writing within forty-eight (48) hours of receiving the Club's written denial of permission to be absent from Training Camp. (Nothing in this Section 15.13(b)(iv) will preclude the Club from suspending the Player for non-performance of his SPC upon his departure from Training Camp and during the pendency of this process, whether or not permission is ultimately granted for the Player's absence.); and
- (v) If a Player reports to Training Camp, and subsequently provides the Club with a written request for permission to be absent from Training Camp, but remains at Training Camp pending the Club's response, the Club has forty-eight (48) hours to either grant or deny permission to be absent from Training Camp in writing. If the Club denies permission, it must also provide the Player a calculation, per Section 15.13(a), of the Player's Paragraph 1 NHL Salary reduction for each Training Camp day missed. Provided the Player remains at Training Camp and is performing pursuant to his contractual obligations, the Club may not suspend the Player while he is awaiting the Club's response.

(c) In the event a Club denies a Player permission to be absent from Training Camp and the Player is absent nevertheless, the following rules shall apply:

- (i) A Player who has not received permission to be absent from Training Camp will be subject to suspension for non-performance of his SPC and will not be entitled to receive Paragraph 1 NHL Salary during his time away from the Club;
- (ii) If a Player who has not received permission to be absent from Training Camp returns to the Club, his Paragraph 1 NHL Salary payments will resume once the Club has deemed the Player fit and ready to play. The parties agree that they are maintaining the status quo, as each party understands it, with respect to the ability of a Club to delay the resumption

of the Player's pay until the Player is deemed by the Club to be fit and ready to play;

- (iii) If a Player who has not received permission to be absent from Training Camp returns to the Club, his Paragraph 1 NHL Salary will be automatically reduced 1/275 for each day the Player failed to report to Training Camp (per Section 15.13(a));
- (iv) If a Player who has not received permission to be absent from Training Camp returns to the Club, his Averaged Amount will count against the Club's Averaged Club Salary commencing from the date he is placed on the Club's Active Roster, except that for the League Year, such Averaged Amount shall be reduced by the same percentage that the Player's Paragraph 1 NHL Salary is reduced in accordance with Section 15.13(a);

Illustration: Without Club permission, a Player misses the entire 2013-14 Training Camp, which is 20 days, and returns to the Club's Active Roster for the first time at the halfway point of the Regular Season. The Averaged Amount of the Player's SPC is \$1 million. The Averaged Amount of such SPC for that League Year only will be reduced to \$927,273 (a reduction of 20/275). If the Player remains on the Club's Active Roster through the remainder of the Regular Season, the Club's Averaged Club Salary will be charged \$463,636 on account of such Player for 2013-14.

- (v) If a Player who has not received permission to be absent from Training Camp returns to the Club, he shall be subject to a disciplinary suspension of reasonable length. The parties agree that they are maintaining the status quo, as each understands it, with respect to the ability of a Club to impose a disciplinary suspension of reasonable length.

(d) In the event a Club grants a Player permission to be absent from Training Camp, the following rules shall apply:

- (i) A Player who has received permission to be absent from Training Camp will not be subject to suspension by the Club but will also not be entitled to receive Paragraph 1 NHL Salary while away from the Club;
- (ii) A Player who has received permission to be absent from Training Camp, and thereafter is absent for one or more days of Training Camp, may not have his Paragraph 1 NHL Salary reduced under Section 15.13(a);
- (iii) If a Player who has received permission to be absent from Training Camp returns to the Club, his Paragraph 1 NHL Salary payments will resume immediately upon his return to the Club (provided he is otherwise eligible to receive Paragraph 1 NHL Salary payments); and

- (iv) The Averaged Amount of a Player who has received permission to be absent from Training Camp will not count against his Club's Averaged Club Salary unless and until the Player returns to the Club and his Paragraph 1 NHL Salary payments resume. Upon return and his resumption of salary payments, the Club's Averaged Club Salary shall be charged with the Averaged Amount of the Player as if he were on the Club's Active Roster from the commencement of the Regular Season;

Illustration: With Club permission, a Player misses the entire 2013-14 Training Camp, which is 20 days, and returns to the Club's Active Roster at the halfway point of the Regular Season. The Averaged Amount of the Player's SPC is \$1 million. There will be no reduction in the Averaged Amount of such SPC for that League Year as in Section 15.13(c)(iv) above. When the Player is placed on the Club's Active Roster at the halfway point of the Season, the Club's Actual Club Salary will be charged with \$500,000 on that day. If the Player remains on the Club's Active Roster through the remainder of the Regular Season, the Club's Averaged Club Salary will be charged an additional \$500,000 on account of such Player so that for 2013-14, the Club's Averaged Club Salary will be charged \$1 million on account of such Player.

ARTICLE 16
LEAGUE SCHEDULE; PLAYING ROSTERS;
RESERVE LISTS; PRACTICE SESSIONS

16.1 League Schedule. During each Playing Season covered by this Agreement, each Club shall play not more than 82 Regular Season Games. No game provided for in Article 24 shall be deemed to be an additional Regular Season Game for the purposes of the preceding sentence or of any Player's SPC. Each SPC between a Player and a Club shall be deemed to contemplate a schedule of 82 Regular Season Games unless prior to entering into the SPC the Club and the Player confirm in writing that a lower number is scheduled with respect to any Playing Season covered by the SPC. If, in the absence of such written confirmation, the number of Regular Season Games should be decreased, other than by reason of the Player's participation in one or more games provided for in Article 24, the Player's Paragraph 1 Salary shall be decreased in proportion to the number of games scheduled.

16.2 Playoff Games. The NHLPA has consented to granting the League, either in the 2005-06 NHL Season, or, alternatively, in the 2006-07 NHL Season, the option to institute in any League Year a "Playoff Qualification Round" preliminary to the Playoffs, which will consist of one (1) round involving four (4) Clubs in each Conference, with each series in the round having a maximum of three (3) games, with the winner of each series advancing to the Playoffs. If the League institutes a Playoff Qualification Round in either 2005-06 or 2006-07, the parties agree to thereafter jointly evaluate and discuss such experience. If the League desires to implement a Playoff Qualification Round with respect to future NHL Season(s), it may only do so with the consent of the NHLPA, which shall not be unreasonably withheld. The Playoffs will consist of four (4) rounds, with each series in each round having a maximum of seven (7) games.

16.3 Length of Season, Balance and Consistency.

- (a) Without the NHLPA's advance written consent, the Regular Season will be scheduled over a period of not less than 184 days.
- (b) Each Club will play at least one (1) NHL Game during the first three (3) days of the Regular Season and at least one (1) NHL Game during the last three (3) days of the Regular Season.
- (c) In preparing each Club's Regular Season schedule, the League will use reasonable efforts to ensure balance and consistency in terms of the number of Games scheduled for each Club on a week-to-week and month-to-month basis.
- (d) Prior to finalizing the Regular Season schedule, the League shall provide the NHLPA with a draft schedule. The NHLPA shall be given an opportunity to comment on the schedule. This opportunity for the NHLPA to comment shall be provided at a point when the NHL has the ability to adjust the schedule based on the NHLPA's comments and shall include a meeting at the NHL's offices with the Vice President, Scheduling, Research & Operations (or his equivalent) responsible for assembling the schedule and a League attorney. The League will give good faith consideration to specific scheduling requests made by the NHLPA and will provide an

explanation if any of the NHLPA's requests will not be accommodated; however, the final decision making authority shall remain with the League.

16.4 Active Roster Size; Playing Roster.

(a) There shall be a maximum of twenty-three (23) Players on each Club's Active Roster at any one time, provided, however, that, on the date of each season's Trade Deadline, a Club's Active Roster may be increased to any number of Players the Club, in its discretion, so determines, subject to Article 50.

(b) Clubs are not permitted to Loan Players where the result of such Loan(s) would reduce the Club's Active Roster below eighteen (18) skaters and two (2) goaltenders. However, Clubs will not be required to Recall Players to maintain the minimum eighteen (18) skaters and two (2) goaltenders on days which they do not play an NHL Game, provided that the deficiency below those thresholds is a result of an injury that has caused the removal of such disabled Player from the Active Roster.

(c) Except in case of emergency, there shall be no reduction of the required minimum Playing Rosters of the Clubs, below eighteen (18) skaters and two (2) goaltenders.

16.5 Monthly Schedules; Restricted Days.

(a) Clubs shall provide each Player with a monthly travel/practice schedule prior to each full month of the Regular Season indicating the days that have been designated as days off for each Player. Clubs shall endeavor to schedule no less than four (4) days off for Players per month (up to two of which may be scheduled on the road) during each full calendar month of the NHL Regular Season. A day off shall be a day off for all purposes, except that if a Club travels following the conclusion of a game, the next day may be considered a day off if the Club is scheduled to arrive at its destination city by no later than 2:00 a.m. local time. If a Club travels on the day following a game (*i.e.*, stays at a hotel overnight and departs the following morning), such day may not be considered a day off. The parties recognize that events may unfold such that the monthly schedule may need to be altered or modified to adjust for unforeseen and compelling circumstances. League scheduled off-days or breaks (*e.g.*, All-Star break, Holidays, Olympics) shall count as a day off for purposes of this subsection (a).

(b) December 24, Christmas Day, and December 26 shall be off-days for all purposes, including travel, and no Club may request a Player's consent to practice on such days for any reason, provided, however, if December 26 falls on a Saturday and the League has scheduled NHL Games on such date, December 23 may be substituted as an off-day for all purposes, including travel, instead of December 26.

(c) All-Star Game: No NHL Game or practice shall be scheduled during the "All-Star break" (as scheduled by the League). The All-Star break shall be off-days for all purposes, including travel (except to the extent reasonably necessary to return to the Club's home city following the conclusion of a game the night before the commencement of the All-Star break), and no Club may request a Player's consent to practice during any of the days of the All-Star break for any reason. The day after the All-Star Game shall be for practice and/or travel only.

Any such practice must begin after 2:00 p.m. local time, provided, however, that players participating in the All-Star Game will be excused from such practice to the extent travel from the All-Star Game city that morning does not allow them to re-join their Clubs in time for such practice. No NHL Game shall be scheduled on the day after the All-Star Game. No later than ten (10) days prior to the All-Star break, the League shall provide a memorandum regarding practice and travel restrictions for the All-Star break.

(d) **Holiday Roster Freeze.**

- (i) For all Players on an NHL Active Roster, Injured Reserve, or Players with Non-Roster and Injured Non-Roster status as of 11:59 p.m. local time on December 19, a roster freeze shall apply through 12:01 a.m. local time December 28, with respect to Waivers, Trades and Loans; provided, however, that Players may be Recalled to NHL Clubs during this period and, provided further, that if a Player is placed on Regular Waivers prior to the roster freeze period and is claimed during such roster freeze period, the roster freeze period shall not apply and the Player shall immediately report to the claiming Club. However, during the roster freeze period a Club can make any Player transactions necessary for the Club to come into compliance with Article 50 as a result of a Player being removed from the Bona-Fide Long-Term Injury/Illness Exception.
- (ii) Notwithstanding Section 16.5(d)(i), a Player on emergency Recall may be Loaned during the roster freeze period and a Player who was Recalled after December 11 may be Loaned through 11:59 p.m. local time on December 23, provided such Player is not required to be placed on Waivers during the roster freeze period in order to effectuate such Loan.
- (iii) No later than ten (10) days before the holiday roster freeze, the League shall provide the NHLPA with a holiday roster freeze and restricted day memorandum.

16.6 Practice Sessions. Practice sessions shall be scheduled at reasonable times in accordance with the general practice of Clubs in the League.

16.7 Game Times. The NHL agrees not to schedule the start time of any Regular Season or Playoff Game before 12 noon (local time). To the extent the League seeks an exception to this rule, it will require the consent of the NHLPA, which consent will not be unreasonably withheld.

16.8 Travel Requirements.

(a) No Club shall be required to travel on the day of an NHL Game if the average scheduled flight time for the airplane on which the Club would travel is greater than two and one-half (2 1/2) hours; provided, however, the foregoing shall not be applicable if the Club has played an NHL Game on the day before.

(b) Players shall be entitled to have a minimum of nine (9) hours "off" overnight between the time that they arrive at the team's hotel on a road trip and the time that they are next obligated to report for practice or another work-related activity or meeting. The above rule shall not apply where extraordinary circumstances make it unfeasible (e.g., unforeseeable travel delays, practice rink availability issues, etc.).

16.9 Single Room Accommodations. Any Player on an SPC who is not in the Entry Level System shall be entitled to single room accommodations for all Club road trips.

16.10 Intentionally Omitted.

16.11 Injured Reserve List/Injured Non-Roster.

(a) The Injured Reserve List is a category of the Reserve List. A Club may place a Player on the Injured Reserve List only if such Player is reasonably expected to be injured, ill or disabled and unable to perform his duties as a hockey Player for a minimum of seven (7) days from the onset of such injury, illness or disability. A Player who finishes an NHL Season on the Injured Reserve List and continues to be disabled and unable to perform his duties as a hockey Player by reason of the same injury at the time he reports to the Club's Training Camp in the next League Year, will again be eligible to be placed on the Club's Injured Reserve List. For any other Player who fails the Club's initial physical examination in any League Year, or is injured, ill or disabled while not on the Club's Active Roster, he shall not be eligible for, and may not be placed on, Injured Reserve, but instead shall be eligible to be, and may be designated as, Injured Non-Roster.

(b) A Player on whose behalf a Club has exercised the Bona Fide Long Term Injury/Illness Exception shall be placed on Injured Reserve for the period of such Exception, including any period the Player is on a Bona Fide Long Term Injury/Illness Exception Conditioning Loan.

(c) Players on the Injured Reserve List may attend team meetings, travel with the Club (at the Club's option) and participate in practice sessions with other Players on the Club's Active Roster. Players on Injured Reserve are prohibited from appearing in NHL Games, participating in pre-game warm-ups with their Clubs, or dressing in game uniforms on NHL Game days. Players on Injured Reserve and Injured Non-Roster shall have access to the Club's primary training and medical facilities during regular business hours provided, however, that the Club may restrict such Players' access during periods when Players on the Club's Active Roster are expected to be present at such primary training and medical facilities (e.g., pre-game skates, practices, games, medical and physical treatments for other Players) and within a reasonable period of time before and after such time periods.

(d) Once a Player is placed on the Injured Reserve List, the Club may replace said Player on its NHL Active Roster with another Player, and during such period of his designation as an Injured Reserve Player he will not count against the Club's Active Roster limit, provided, however, that the Injured Reserve Player's Player Salary and Bonuses and his replacement's Player Salary and Bonuses are each included in calculating a Club's Actual Club Salary and Averaged Club Salary, and the Players' Share, for purposes of Article 50.

(e) Any determination that a Player is eligible to be placed on the Injured Reserve List, or designated as Injured Non-Roster, shall be made by the Club's physician in accordance with the Club's medical standards and documented by a verification signed by the Club physician and countersigned by a Club executive in the forms attached to this Agreement as Exhibit 28 (which shall also be signed by the Player) and 28-A, respectively. Such forms must be received by Central Registry and sent to the NHLPA and the Player, all in accordance with Exhibit 3, prior to the Player being added to the Injured Reserve List or designated as Injured Non-Roster, as applicable.

(f) The Commissioner may take whatever steps he deems necessary to investigate the circumstances under which a Player is: (i) placed, or remains, on the Injured Reserve List, or (ii) designated Injured Non-Roster. If the Commissioner has reason to believe that the Injured Reserve List or Injured Non-Roster status has not been utilized properly by the involved Club or otherwise Circumvents any provision of this Agreement, or if he determines that the Club has used the Injured Reserve and/or Injured Non-Roster designations to evade the Active Roster limit, he may take such disciplinary action against the Club as he deems appropriate.

(g) A Player placed on the Injured Reserve List will be ineligible to compete in NHL Games for a period of not less than seven (7) days from the date of the injury, illness or disability for which the Player was placed on the Injured Reserve List. A Player will be eligible for activation to play in NHL Games beginning on the 8th day following the date of injury, illness or disability for which the Player was placed on the Injured Reserve List or any day thereafter that the Player is medically cleared to play by the Club physician. The Club must notify Central Registry, the NHLPA and the Player, in accordance with Exhibit 3, of its intent to activate a Player who is on the Injured Reserve List, or to remove the designation of Injured Non-Roster, prior to the Player playing in an NHL Game by way of a verification signed by the Club physician, and countersigned by a Club executive, attached as Exhibit 28-B. This form must be received by Central Registry, the NHLPA and the Player, all in accordance with Exhibit 3, on the day the Club activates the Player to play and, upon Central Registry's receipt of such verification, the Player will be officially removed from the Injured Reserve List or have the designation of Injured Non-Roster removed.

16.12 Non-Roster Player.

(a) Upon approval of the Commissioner, a Player who is unavailable to play due to reasons other than injury, illness or disability (e.g., birth of a child, attending a funeral) will be designated a Non-Roster Player, and during such period of his designation as such he will not count against the Club's Active Roster limit and his Club may replace such Player, provided, however, that the Non-Roster Player's Player Salary and Bonuses and his replacement's Player Salary and Bonuses are each included in calculating a Club's Actual Club Salary and Averaged Club Salary, and the Players' Share, for purposes of Article 50.

(b) If, as a result of: (i) a Player ("Player A") returning to a Club's Active Roster from Injured Reserve, or (ii) a Club acquiring a Player ("Player A") via a Trade or Waiver claim, the Club would exceed its twenty-three (23) man Active Roster limit then, at the time the Player ("Player A") returns to the Club's Active Roster (in the case of (i)) or is added to the Club's Active Roster (in the case of (ii)), the Club may request Waivers on a different Player ("Player

B") and also the Club can simultaneously request Non-Roster status for such "Player B." Such request shall be made in writing to Central Registry, with a copy to the NHLPA, all in accordance with Exhibit 3. Upon approval of the Commissioner, such "Player B" will be removed from the Club's Active Roster and the Club may replace such "Player B" with "Player A" on its Active Roster pending the expiration of the Waiver period set forth in Section 13.18. During the period of time "Player B" is granted Non-Roster status, both "Player A's" and "Player B's" Player Salary and Bonuses are included in the Club's Actual and Averaged Club Salary and the Players' Share for purposes of Article 50. At the conclusion of the Waiver period for such "Player B," if he has not been claimed, the Club must immediately (i.e., that day) Loan "Player B" to the Minors.

(c) The Commissioner may take whatever steps he deems necessary to investigate the circumstances under which a Player is placed, or remains, on the Non-Roster List. If the Commissioner has reason to believe that Non-Roster status has not been utilized properly by the involved Club, or that requests to designate a Player as Non-Roster are or were in any way improper, or if he determines that the Club has used the Non-Roster List to evade the Active Roster limit or otherwise Circumvent any provision of this Agreement, he may take such disciplinary action against the Club as he deems appropriate.

16.13 Goaltender Exemption.

(a) In the event a Club's goaltender becomes unavailable due to incapacitating injury, illness or League suspension such that the Club may not have two (2) goaltenders on its Playing Roster and the Club is at the Active Roster limit, the Club shall be permitted to exceed the Active Roster limit for purposes of adding a goaltender to its Active Roster ("Replacement Goaltender") to replace the unavailable goaltender in accordance with this Section 16.13 ("Goaltender Exemption").

(b) The following provisions shall govern a Club utilizing a Goaltender Exemption:

- (i) Each Club will be permitted to utilize a Goaltender Exemption either by: (a) exercising a Recall in accordance with Section 16.13(c); (b) signing a Professional Try-Out Agreement ("PTO") in accordance with Section 16.13(d); (c) signing an SPC in accordance with Section 16.13(e); or (d) signing an Amateur Try-Out Agreement ("ATO") in accordance with Section 16.13(f).
- (ii) Each Club will be permitted to utilize a Goaltender Exemption to add a Replacement Goaltender on up to two (2) occasions during the course of the season. Except as may be required by subsection (iv) below, filing more than two (2) Goaltender Exemption Forms during the course of the season will automatically constitute a violation of the Active Roster limit.
- (iii) Each Goaltender Exemption may last a maximum of forty-eight (48) hours.

- (iv) A Club may continue to utilize a Goaltender Exemption after signing either a PTO or an ATO – each of which is for a maximum term of one (1) day – for the remainder of the forty-eight (48) hour period by adding a second Replacement Goaltender pursuant to any of the following, each of which shall be subject to the provisions set forth in this Section 16.13 (a "Combined Goaltender Exemption"): (a) a second ATO pursuant to Section 16.13(f) (for a different Replacement Goaltender), if the Club signed an ATO at the beginning of the 48-hour period; (b) an ATO pursuant to Section 16.13(f), if the Club signed a PTO at the beginning of the 48-hour period; (c) an SPC pursuant to Section 16.13(e) if the Club signed either an ATO or a PTO at the beginning of the 48-hour period; or (d) a Recall pursuant to Section 16.13(c), if the Club signed either an ATO or a PTO at the beginning of the 48-hour period. A Combined Goaltender Exemption remains subject to the maximum forty-eight (48) hour period, which shall begin to run from the filing of the initial Exhibit 27, and shall count as only one (1) Goaltender Exemption for purposes of 16.13(b)(ii).
- (v) A Club may use both forty-eight (48) hour Goaltender Exemptions consecutively, provided that the required forms for the second forty-eight (48) hour Goaltender Exemption must be filed with Central Registry, in accordance with Exhibit 3, prior to the commencement of the second forty-eight (48) hour period.
- (vi) Prior to adding any Replacement Goaltender, the Club must file with Central Registry a Goaltender Exemption Form, attached as Exhibit 27 in accordance with Exhibit 3. Failure to file Exhibit 27 prior to adding any Replacement Goaltender will automatically constitute a violation of the Active Roster limit.
- (vii) All three (3) goaltenders will be permitted to participate in warm-up.
- (viii) If the Goaltender Exemption is due to injury or illness, and the goaltender skates during warm-up, and is determined by the Club to be fit to play and does in fact dress for the NHL Game, the Club will nonetheless be charged with having used one of its Goaltender Exemptions for the season.
- (c) If the Goaltender Exemption is exercised by Recalling a Player:
 - (i) Prior to the Club Recalling a goaltender pursuant to this Section 16.13(c), the Club must file with Central Registry an NHL Player Transfer To/From Minors Form, attached as Exhibit 26 in accordance with Exhibit 3.
 - (ii) The Player Salary and Bonuses for a goaltender Recalled pursuant to this Section 16.13(c) shall be included in calculating a Club's Actual Club Salary and Averaged Club Salary, and the Players' Share, for purposes of and in accordance with Article 50.

(d) If the Goaltender Exemption is exercised by signing a Player to a PTO, it shall be subject to the provisions in Section 16.14.

(i) The Club must file Exhibit 17-A with Central Registry in accordance with Section 11.1(c) and Exhibit 3.

(e) If the Goaltender Exemption is exercised by signing a Player to an SPC:

(i) The Player Salary and Bonuses for a goaltender signed to an SPC pursuant to the Goaltender Exemption shall be included in calculating a Club's Actual Club Salary and Averaged Club Salary, and the Players' Share, for purposes of and in accordance with Article 50.

(f) If the Goaltender Exemption is exercised by way of signing a Player to an ATO:

(i) The Club must file Exhibit 17 with Central Registry in accordance with Section 11.1(b) and Exhibit 3.

16.14 Goaltender Professional Try-Out Agreement. In the event of, and to address, a last minute injury that results in a Club not being able to dress two goaltenders for an NHL Game and when the League has determined that effectuating a Recall is otherwise impossible (e.g., a Recalled Player could not possibly have arrived in time to participate in the Game due to travel), such Club may sign a goaltender to a PTO in accordance with Section 11.1(c) and subject to the following provisions:

(a) The Club must file, in accordance with Exhibit 3 hereto, a PTO Form attached hereto as Exhibit 17-A.

(b) The Club shall have sufficient Payroll Room, equivalent to the amount necessary to Recall a Player with an SPC that has an Averaged Amount equal to the Minimum Paragraph 1 NHL Salary.

(c) The Club may not use a PTO pursuant to this section in consecutive games.

(d) A Player signed to a PTO pursuant to this section will be paid US \$500 per game and will be allowed to keep his game-worn jersey. This amount will not be included in calculating a Club's Actual Club Salary and Averaged Club Salary, and the Players' Share, for purposes of Article 50.

(e) The Player must not have a current contractual obligation elsewhere. In addition, the Player cannot terminate an existing contractual obligation to meet this requirement.

(f) In the event the Club is at the Active Roster limit, the Club may utilize a Goaltender Exemption, and shall comply with the provisions of Section 16.13.

16.15 All-Star Game.

(a) The All-Star Game, including all All-Star weekend-related events and activities in which Players will be asked to participate, will employ a format agreed upon by the NHL and the NHLPA.

(b) The Club or NHL must provide first-class airline accommodations to any Player selected to play in the All-Star Game or otherwise requested by the League to participate in an All-Star weekend-related event.

(c) There shall be no All-Star Game in any League Year in which the NHL and the NHLPA commit to participate in the Olympics.



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About the PHPA

The Professional Hockey Players' Association is the certified, US National Labor Relations Board collective bargaining representative for all professional hockey players within the American Hockey League (AHL) and ECHL. As the only minor league Players' Association within a major league sport, the PHPA is one of the largest Players' Associations within the professional sports industry, boasting approximately 1,600 Members situated across 58 teams throughout North America.

While the Association has many functions, the primary function of the PHPA is to negotiate Player benefits by way of a Collective Bargaining Agreement (CBA). These benefits include: health and welfare benefits, training camp allowances, travel and trade relocation expenses, daily per diem, housing allowances, playoff shares, licensing rights, revenue-sharing, and Membership Assistance Programs.

With salaries of PHPA Members, to a great extent being pre-determined by each Member's previous play or value to an organization, the PHPA is focused on enhancing the membership's quality of life while they pursue their dream. As such, the Association's mission statement captures this characteristic...

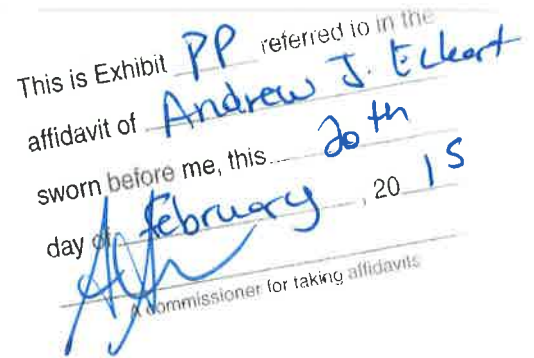
The Professional Hockey Players' Association, through superior preparedness and experience, is committed to the enhancement and protection of Players' rights, as its Members pursue advancement in the sport of professional hockey.

In an effort to further promote and sustain the PHPA's vision of delivering professional, high-quality service, support, and guidance to Members and their families, the Association has established the following initiatives: a Career Enhancement Program, a Workers' Compensation Panel of Attorneys, a Registered Agents program, an Alumni Association, the Redline (Membership Assistance Program), a Players' Only Website, as well as a Players mobile app.

The PHPA was founded in Portland, Oregon in 1967, assisting players in the former Western Hockey League (1967-1974). Since then, the Association has represented players in the Central Hockey League (1974-1984, 2008 - 2014), and former International Hockey League (1985-2001). Now headquartered in Niagara Falls, Ontario, Canada the PHPA continues to represent all Players in the AHL (since 1968) and ECHL (since 1995).

While the sports industry has experienced a great deal of turbulence throughout the PHPA's existence, the Association has been successful in enhancing and defending its Membership's well being, while respecting the fans and the sport at this level. Due to all stakeholders' commitment to be not only focused, but in a position to adapt, the minor Leagues and PHPA Members continue to enjoy the magnitude of acceptable terms and conditions of employment which arise from stable labor management relations.

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CBA 101

AHL PHPA CBA

ECHL PHPA CBA

The following are frequently asked questions of key elements in the current AHL - PHPA Collective Bargaining Agreement.

Please note, this is merely a summary of the clauses within the agreement and does not constitute the official language of the agreement.

What is the length of the current AHL-PHPA CBA?

Is there a Minimum Salary for AHL Players?

What is the Per Diem Allowance for AHL Players?

Do Players receive Per Diem during an AHL Training Camp?

How is the Playoff Pool structured?

Are Players responsible for Pre and Post-Season Travel Expenses?

What is the Veteran Rule?

What is the Insurance Coverage Period?

What is the Dispute Resolution Process?

Is a Player entitled to his own medical records?

Is a Membership Assistance Program available to AHL Players?

Is a Career Counseling program available for AHL Players?

How does this CBA apply to NHL contracted Players in the AHL?

Will a Strike or Lockout occur during the term of this CBA?

What is a Standard Player Contract?

How long is the AHL Regular Season Schedule?

How long is the AHL All-Star Break? What do players receive if they are selected to play?

Does the CBA address the use of Performance Enhancing Substances?

Does the current CBA address the licensing of player likenesses?

What type of commitment do AHL Players make to Promotional Activities?

Does the AHL adhere to the same on-ice rules as the NHL?

Is there a maximum amount a player can earn?

Can AHL players be traded or moved from one AHL team to another?

Who qualifies as an AHL rookie?

What is the length of the current AHL-PHPA CBA?

The CBA is four (4) years in duration, beginning September 1, 2010 to August 31, 2014. On March 14, 2014, the AHL extended the CBA through August 31, 2015 as per the terms outlined in section 1 of the agreement.

Is there a Minimum Salary for AHL Players?

Players playing in the AHL on an AHL Standard Player's Contract shall receive minimum

compensation as follows:

- 2010-11 - \$37,500 U.S. Clubs/ or \$40,000 Cdn. Clubs
- 2011-12 - \$39,000 U.S. Clubs/ or \$41,000 Cdn. Clubs
- 2012-13 - \$40,500 U.S. Clubs/ or \$42,000 Cdn. Clubs
- 2013-14 - \$41,500 U.S. Clubs/ or \$43,000 Cdn. Clubs
- 2014-15 - \$42,375 U.S. Clubs/ or \$43,905 Cdn. Clubs

Players on loan to the AHL from Lesser Leagues shall receive minimum compensation as follows:

- 2010-11 - \$31,500 U.S. Clubs/ or \$32,700 Cdn. Clubs
- 2011-12 - \$31,500 U.S. Clubs/ or \$32,700 Cdn. Clubs
- 2012-13 - \$32,500 U.S. Clubs/ or \$33,750 Cdn. Clubs
- 2013-14 - \$32,500 U.S. Clubs/ or \$33,750 Cdn. Clubs
- 2014-15 - \$33,185 U.S. Clubs/ or \$34,460 Cdn. Clubs

The above amounts shall be pro-rated daily over the AHL regular season.

What is the Per Diem Allowance for AHL Players?

The per diem allowance for each Player accompanying his team while he is away from his home city for the purpose of playing a regular season or post-season game is as follows:

- 2010-11 - \$65
- 2011-12 - \$65
- 2012-13 - \$67
- 2013-14 - \$67
- 2014-15 - \$69

In the event any Club's travel time to an away game is less than 3.5 hours, and return travel taking place promptly following the game is less than 3.5 hours, the Club shall make a single per diem payment to each Player in the amount of \$20.00 (\$21 for the 2014-15 season)

Do Players receive Per Diem during an AHL Training Camp?

AHL Clubs conducting their training camp in conjunction with an NHL Club shall reimburse the Players at the same rate as paid to the NHL Players per day for meals. This amount shall be paid until the termination of the joint training camp. After said termination, or when an AHL Club is conducting its own training camp, the team shall pay to the Player who attends training camp under a signed professional contract an amount equal to the previous season's regular daily per diem for meals until the conclusion of the training camp.

How is the Playoff Pool structured?

The distribution of the playoff pool shall be made on the basis of 22 shares for 22 players listed on the clear day list.

Based upon regular season ticket prices, the AHL Member Clubs and the PHPA shall share in the proceeds of the playoffs for the benefit of the playoff pool. The AHL shall pay into the playoff pool \$325,000 as full payment for first round games, a minimum of \$700,000 or 32% of the net gate receipts (after tax) up to \$2,500,000 of net gate receipt revenue from rounds two, three and four. In the event that the net gate receipt revenue from rounds two, three and four exceeds \$2,500,000 the AHL shall pay into the playoff pool 32.5% of that revenue.

Are Players responsible for Pre and Post-Season Travel Expenses?

Travel expenses incurred by a Player, his legal wife and their children on the way to their home city at the beginning of, or during the season, are the responsibility of the Club. This includes airfare or oil and fuel for one automobile, the rental charge for a moving trailer, and reasonable food and lodging expenses.

What is the Veteran Rule?

Each AHL Club must dress for each regularly scheduled or play-off game, at least eleven (11) Players, other than goaltenders, who have played in a total of not more than two hundred and sixty (260) regular season games in the National Hockey League, American Hockey League, International Hockey League, or any European Elite League, prior to the start of the season, and one (1) player, other than goaltenders, who has played in a total of not more than three hundred and twenty (320) regular season games in the National Hockey League, American Hockey League, International Hockey League, or any European Elite League, prior to the start of the season. Any Player who participates in European Elite League games during a hockey season in which the Player would be eligible to play in the Canadian Hockey League (excluding an average

year) shall not have such games count in the calculation of the two hundred and sixty (260) regular season games. Players on loan from the National Hockey League for a first fourteen (14) day conditioning period shall not be affected by the aforesaid experience requirement.

In the event a Club dresses fewer than seventeen (17) skaters, the number eleven (11) shall be reduced accordingly. In the event the Member Clubs elect to dress eighteen (18) skaters, the development rule minimum number of eleven (11) shall be increased to twelve (12).

What is the Insurance Coverage Period?

All Players who are signed to an AHL/NHL contract or Pro Try-Out Agreement, and make the Opening Night roster qualify for off-ice insurance benefits, and receive coverage up to a maximum of 365 days in a coverage year from October 1 - September 30.

What is the Dispute Resolution Process?

Any controversy or claim arising out of or relating to the CBA, including the renewal thereof and/or renegotiations for a new Agreement, or the AHL Standard Players Contract, or from the breach of any, shall be resolved by arbitration.

Is a Player entitled to his own medical records?

Within fourteen (14) days of a Club's last game, the Club shall provide each Player with a complete copy of his medical records at the time of his annual exit physical. The exit physical shall document all injuries that may require future medical or dental treatment either in the near future or post career. The Club shall remain responsible for the payment of medical and dental costs associated with treatment of such hockey-related injuries at a future date.

Is a Membership Assistance Program available to AHL Players?

A drug, alcohol, financial and stress-counseling program has been established and will be fully funded by AHL owners.

Is a Career Counseling program available for AHL Players?

Yes. The PHPA has created a Career Enhancement Program to assist Members with the ever-difficult transition from hockey.

How does this CBA apply to NHL contracted Players in the AHL?

It is recognized that Players who are signed to a National Hockey League (NHL) contract are bound by that contract, and the terms and conditions thereof while they are assigned to an AHL Club. It is agreed that no provision of this Agreement shall be applicable to a player playing under the NHL contract if such provision conflicts with his benefits or obligations as set forth in his NHL contract.

Will a Strike of Lockout occur during the term of this CBA?

There shall at no time during the term of this Agreement be any strikes, walkouts or the use of any method of lockout.

What is a Standard Player Contract?

In the event a Player shall play in the AHL under other than an NHL contract, the Player and the AHL Club for which he plays shall enter into an AHL Standard Player's Contract. The AHL Standard Player's Contract is the agreement between the Team and Player which sets the terms and conditions of employment.

How long is the AHL Regular Season Schedule?

The regular season shall not exceed eighty (80) games.

How long is the AHL All-Star Break? What do players receive if they are selected to play?

There shall be a four (4) day All-Star Event Break, if said event is played. Teams and Players not participating in the All-Star Event may not practice during the break and there shall be no travel, Player appearances, or promotional requirements for a 72-hour period.

The AHL shall provide transportation and accommodations for each Player and the spouse of each Player who participates in the AHL All-Star Game. Each All-Star participant will be given per diem as per this Agreement.

Does the CBA address the use of Performance Enhancing Substances?

A joint select committee composed of the AHL President and the PHPA Executive Director, with

such other representatives as may be appointed by both, will be formed to conduct a study and determine the appropriate measures, if any, required to implement a mutually agreeable policy.

***An education and drug testing program will be implemented for American Hockey League players, effective for the 2014-15 season, the National Hockey League and American Hockey League announced today.

The details of the AHL program, which was the result of a collaborative effort between the two leagues (NHL and AHL), the National Hockey League Players' Association and the Professional Hockey Players' Association (which represents AHL players in collective bargaining), substantially replicate the collectively bargained policies already in place for NHL Players.

In the NHL, a first positive test results in a 20-game suspension without pay and mandatory referral to the league's Substance Abuse/Behavioral Health Program for evaluation, education and possible treatment.

A second positive test brings a 60-game suspension without pay.

A third positive test results in a permanent suspension. A player receiving a third positive test and a permanent suspension from play in the league will, however, be eligible to apply for reinstatement after two years.

The AHL drug testing program will be administered by the doctors who supervise the NHL/NHLPA Performance-Enhancing Substances Program and the Substance Abuse/Behavioral Health Program.

Does the current CBA address the licensing of player likenesses?

The PHPA and the League continue to jointly license all trading cards or similar collectible products that utilize Player likeness. Neither the PHPA nor the League shall license any such licensees solely unless the other declines to participate.

What type of commitment do AHL Players make to Promotional Activities?

Promotional activities including, but not limited to, personal appearances shall continue to be the obligation of the Players. The Players agree and recognize their obligation to assist in the promotion of the marketing of hockey in general and the American Hockey League. However, promotional and/or personal appearances are not to be scheduled on a day immediately following an extended road trip (5 days). Upon request, the Players shall wear AHL or Member Club licensed apparel as provided by the Club for television interviews on League contracted telecasts.

Does the AHL adhere to the same on-ice rules as the NHL?

The AHL adopts most of the same rules currently implemented in the NHL. The AHL also has in the past experimented with rule changes as a trial test for the NHL. For example, the No-Handling Goalie Zone, Shootout and One-Minute Minor Penalty in overtime are all rules that were first implemented in the AHL.

Is there a maximum amount a player can earn?

There is no maximum salary a player in the AHL can earn.

Can AHL players be traded or moved from one AHL team to another?

Yes, the AHL Club shall have the right to sell, assign, exchange, and transfer a contract, and to loan the Player's services to any other professional hockey club.

Who qualifies as an AHL rookie?

Players who enter the season with fewer than 25 games of professional experience in North America (NHL or AHL) or fewer than 100 games of experience in a European elite league qualify as an AHL rookie.



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The following are frequently asked questions of key elements in the current ECHL - PHPA Collective Bargaining Agreement.

Please note, this is merely a summary of the clauses within the agreement and does not constitute the official language of the agreement.

What is the length of the CBA?

What is an Active Roster?

Is there a Salary Cap in the ECHL?

What is a Rookie Salary Cap?

What is a Salary Floor?

Is there a Weekly Minimum Salary a Player will earn in the ECHL?

How is the allocation of the playoff pool determined?

What is the Per Diem Allowance for ECHL Players?

How long is Training Camp?

Is a Player required to pay his own Moving Expenses during the Season?

What is a Veteran and is there a limit on how many can be on an Active Roster?

What is a Player Assistant Coach?

What is the Reserve System?

Are players reimbursed for pre-season and end of season travel expenses?

Does a Player receive Off-Ice Insurance?

Is dental care provided to Players?

What is the dispute resolution process?

Is a Player entitled to his own medical records?

Is a Membership Assistance Program available to ECHL Players?

Are ECHL Players allowed to play in the AHL or NHL?

Will a Strike or Lockout occur during the term of this CBA?

How many games do teams play under an ECHL Schedule?

How long is the All-Star Break? What do the Players receive for participating?

What does the Regular Season Champion receive?

How much Bereavement/Family Leave do players receive?

Is equipment provided to ECHL Players?

Is a Career Enhancement Program available to ECHL Players?

What type of commitment do ECHL Players make to Promotional Activities?

What is the length of the CBA?

4. 2016/17- \$500 US
5. 2017/18- \$500 US

How is the allocation of the playoff pool determined?

Any Player participating in the playoffs or on the club's injured reserve continues to get paid salary. The Playoff Pool is payment in addition to Salary, paid by the team from the required contributions of all ECHL teams participating in the Playoffs. The Playoff Pool shall be allocated for distribution among the Players on the Active Roster as the Players and the PHPA shall elect.

1. 2013/14- \$255,000 US
2. 2014/15- \$260,000 US
3. 2015/16- \$265,000 US
4. 2016/17- \$270,000 US
5. 2017/18- \$275,000 US

What is the Per Diem Allowance for ECHL Players?

The per diem allowance for each Player accompanying his team while he is away from his home arena in excess of 25 miles for the purpose of playing a mandatory practice, regular season, or post-season game is as follows:

1. 2013/14- \$38 per day
2. 2014/15- \$39 per day
3. 2015/16- \$40 per day
4. 2016/17- \$42 per day
5. 2017/18- \$42 per day

If the team is on a road trip of five (5) consecutive days, the team is required to provide an additional dinner or pre-game meal in addition to the payments above.

In addition, when a team plays a home game and immediately leaves its Home Arena to play a road game, the team must provide each Player with a meal or a fifteen dollar (\$15) per diem payment.

How long is Training Camp?

Training Camp shall not open prior to fourteen (14) calendar days before the league's first regular season game, and will end at 11:59PM EST on the day before the first Regular Season game. All players shall receive per diem payment for meals, or 3 meals per day provided by team through the end of training camp, or until the player is released. The team shall provide, at its expense, reasonable and appropriate lodging to all Players and Invitees who participate in training camp.

Is a Player required to pay his own Moving Expenses during the Season?

Any Player who is traded, claimed, or assigned during the season shall receive reimbursement for reasonable moving expenses for the Player, Spouse, and his children from the acquiring team. In the event the Player is traded during a road trip, the acquiring team shall reimburse and allow the Player to return to the prior Home territory in order to secure his personal effects.

What is a Veteran and is there a limit on how many can be on an Active Roster?

Each team shall be limited to four (4) Veterans on its Active Roster. A Veteran shall mean a Player, other than a goaltender, who has played in at least 260 regular season games of professional hockey.

What is a Player Assistant Coach?

Each team may designate one Player as the Player Assistant Coach during the Season, but such designation shall be at no additional compensation or benefits except as provided in the CBA.

What is the Reserve System?

Each team reserves the rights to all Players on its Protected List during the Season until 11:59PM Eastern Time on June 15. No player on a team's Season Ending Roster shall be traded by a Member after June 15 at 11:59 P.M. Eastern Time. At this time, all trades from the previous season, including trades for future considerations, shall be considered final.

A team shall only be entitled to reserve Rights to a maximum of eight (8) Qualified Players. Of these eight (8) Qualified Players, no more than four (4) of the Qualified Players shall be Veterans. "Qualified Player" shall mean a Player who is listed on a team's Season Ending Roster who has received a Qualifying Offer from that team. A "Qualifying Offer" shall mean an offer of a Standard Player Contract to a Qualified Player.

Are players reimbursed for pre-season and end of season travel expenses?

Yes, for pre-season travel, the team will provide the player with either a one-way or round-trip airline ticket(s) from the Player's home to the team's Home Territory. If the Player drives, reimbursement for the actual cost of transportation of the Player, Spouse, and his children as evidenced by written receipts, must be submitted by the Player to the Club within seven (7) days after reporting to the team. Full payment of all expenses shall be made to the Player within seven (7) days of the Player's arrival at the Home Territory and the furnishing of receipts.

For end of season travel, the Club shall provide travel to the Player's home, provided that the Player is on the Active Roster or Injured Reserve at the End of the Season or is Released and not claimed off of waivers. The Player may request an advance equal to his travel cost incurred to arrive in the Home Territory. If during the season, the Player arrived from other than his home and is driving to his home, the team shall complete a Travel Home Advance Form and deliver it to the Player with the advance. If the actual cost is more than the advance, the Player shall be reimbursed for the additional necessary expense to travel to his home upon delivery to the Club of proper receipts documenting all such necessary expenses.

The team shall pay reasonable travel expenses within seven (7) days of the team's receipt of the Player's claim. When a Player is traveling via airline, in addition to the Player's one (1) equipment bag not to exceed fifty (50) pounds (or 2 equipment bags in the case of goaltenders), the Player, Spouse, and his children shall each be entitled to two (2) checked bags containing personal items, not to exceed fifty (50) pounds per bag, or the maximum weight per bag permitted by the airline. Any other baggage must be sent via commercial ground transportation and pre-approved by the team, including pets.

Does a Player receive Off-Ice Insurance?

During the season, each Player on an Active Roster or Injured Reserve shall be eligible to receive off-ice health insurance coverage. Any player's liability for any off-ice insurance coverage shall immediately cease on the day a Player is called up by an NHL or AHL team, and any such off-ice insurance shall immediately resume upon the Player's reassignment to his ECHL team by the NHL or AHL team.

Is dental care provided to Players?

Teams shall provide at least one dental check-up per year for each Player, Spouse, and all Children, subject to a \$25 co-pay for each person.

What is the dispute resolution process?

Any dispute, controversy, claim, or disagreement arising out of or relating to the CBA, shall be submitted to final and binding arbitration and will follow the procedure outlined below. A grievance must be initiated by the League or the PHPA within ninety (90) days from the date of the event, or within 90 days from the date on which the facts of the matter became known. The party served with the grievance will answer in writing within twenty-one (21) days of receipt. Unless otherwise resolved, all matters will be submitted by the Commissioner and the Executive Director within 21 days of receipt of any answer. Selection of a neutral arbitrator shall be from a panel designated in a side letter agreement between the parties. The arbitrator shall have the authority to determine the procedural rules of arbitration and to make such binding orders to act effectively. The record shall be closed at the end of the hearing unless the arbitrator orders to the contrary. The arbitrator will issue a written decision no later than thirty (30) days of the close of the record.

Is a Player entitled to his own medical records?

Within fourteen (14) days of a Club's last game, the Club shall provide each Player with a complete copy of his medical records at the time of his annual exit physical. The exit physical shall document all injuries that may require future medical or dental treatment either in the near future or post career. The Club shall remain responsible for the payment of medical and dental costs associated with treatment of such hockey-related injuries at a future date.

Is a Membership Assistance Program available to ECHL Players?

A drug, alcohol, financial, and stress counseling program has been established by the League and the PHPA. Each team shall donate one (1) game worn Captain's jersey, which will be auctioned, to help fund the program.

Are ECHL Players allowed to play in the AHL or NHL?

In the event the League and team receive an executed contract/try-out agreement from an AHL/NHL team, the Player shall be allowed to report to that League.

If the team or the Player receives a try-out offer from an NHL/AHL team with no affiliation with the ECHL team, the Player shall not accept the try-out offer until the ECHL team has received a \$500 development fee from the non-affiliated NHL/AHL team for each call-up.

Will a Strike of Lockout occur during the term of this CBA?

There shall at no time during the term of this Agreement be any strikes, walkouts, or the use of any method of lockout.

How many games do teams play under an ECHL Schedule?

The regular season shall not exceed seventy-two (72) games.

How long is the All-Star Break? What do the Players receive for participating?

There shall be no travel, practices, regular season games, player appearances or promotions during the three (3) day All-Star Event Break. When a team returns from an away game or completes a home game just prior to the break period, at least seventy-two (72) hours shall pass before having to travel to or practice for a Regular Season game.

In addition, the League shall guarantee that each Player who participates in the All-Star Game receives a flat payment of Three Hundred Dollars (\$300) from the host team. The League shall also guarantee that transportation, accommodations, and meals shall be provided by the host team for each Player who participates in the ECHL All-Star Game.

What does the Regular Season Champion receive?

The Regular Season Champions shall receive the following for distribution amongst players who finish the regular season on the Active Roster:

1. 2013/14- \$4,150 US
2. 2014/15- \$4,200 US
3. 2015/16- \$4,250 US
4. 2016/17- \$4,300 US
5. 2017/18- \$4,350 US

Furthermore, Players on the Active Roster who finish first in their conference in the Playoffs shall receive:

1. 2013/14- \$2,100 US
2. 2014/15- \$2,200 US
3. 2015/16- \$2,300 US
4. 2016/17- \$2,300 US
5. 2017/18- \$2,300 US

How much Bereavement/Family Leave do players receive?

In the event of a death of an immediate family member of a Player, the Player shall be entitled to four (4) days leave with pay. Furthermore, the team shall furnish the Player and Spouse with a round-trip ticket from the playing city to the location of the funeral.

A Player may also request Family Leave for the birth of a child, a family emergency or illness, and the Player shall get four (4) days leave with pay.

Is equipment provided to ECHL Players?

It is the responsibility of the team to provide each Player with all equipment, including skates, necessary and appropriate for professional hockey. Equipment must be fit for its intended use at a professional level and provide for the safety and well being of each Player.

Notwithstanding the above, Players who have been on an Active Roster or Injured Reserve for sixty (60) or more days during the Season, with the majority of time being spent on the Active Roster, who have not yet received a pair of skates, are entitled to at least one pair of skates provided by the team.

Is a Career Enhancement Program available to ECHL Players?

Each year, the League shall contribute \$750 per team to further the PHPA Career Enhancement Program. This contribution will be used solely for the purpose of educating Players.

What type of commitment do ECHL Players make to Promotional Activities?

Promotional activities including, but not limited to, personal appearances shall be an obligation of each Player to the team. The Players agree and recognize that certain non-compensated appearances shall be undertaken on behalf of charities and other non-profit organizations as directed by the team.



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**UNITED STATES GOVERNMENT
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 13**

This is Exhibit QQ referred to in the

affidavit of Andrew J. Eckert

sworn before me, this 20th

day of February, 2015

[Signature]
Commissioner for taking affidavits
Case 13-RC-121359

NORTHWESTERN UNIVERSITY

Employer

and

**COLLEGE ATHLETES PLAYERS
ASSOCIATION (CAPA)**

Petitioner

DECISION AND DIRECTION OF ELECTION

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, as amended ("the Act"), a hearing was held before a hearing officer of the National Labor Relations Board ("the Board"). Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated to the undersigned its authority in this proceeding.¹

¹Upon the entire record in this proceeding, I find:

1. The hearing officer's rulings, made at the hearing, are free from prejudicial error and are affirmed.
2. Northwestern University ("the Employer") is engaged in commerce within the meaning of the Act and it will effectuate the purposes of the Act to assert jurisdiction herein.
3. College Athletes Players Association ("the Petitioner") is a labor organization within the meaning of the Act. At the hearing, the Employer stipulated that the Petitioner was a labor organization if two conditions were met: (1) its football players who receive grant-in-aid scholarships are found to be "employees" within the meaning of the Act; and (2) the petitioned-for-unit was found to be an appropriate unit within the meaning of the Act. I find that both of these conditions have been met. See also *Boston Medical Center*, 330 NLRB 152, 165 (1999) (where Board found that the petitioner was a labor organization since employer's interns, residents, and fellows were employees within the meaning of Section 2(3) of the Act). Further, notwithstanding the Employer's conditional stipulation, I find that the Petitioner is a labor organization within the meaning of the Act for the reasons set forth in Section IV (F) of this decision.
4. The Petitioner claims to represent certain employees of the Employer in the unit described in the petition it filed herein, but the Employer declines to recognize the Petitioner as the collective-bargaining representative of those employees
5. There is no collective-bargaining agreement covering any of the employees in the unit sought in this petition and the parties do not contend that there is any contract bar to this proceeding.
6. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.

I. ISSUES

The Petitioner contends that football players (“players”) receiving grant-in-aid scholarships (“scholarship”) from the Employer are “employees” within the meaning of the Act, and therefore are entitled to choose whether or not to be represented for the purposes of collective-bargaining. The Employer, on the other hand, asserts that its football players receiving grant-in-aid scholarships are not “employees” under the Act. It further asserts that these players are more akin to graduate students in *Brown University*, 342 NLRB 483 (2004), whom the Board found not to be “employees” under the Act.

In the alternative, the Employer contends that its players are temporary employees who are not eligible for collective bargaining.

Finally, the Employer contends that the petitioned-for-unit is arbitrary and not appropriate for bargaining.

II. DECISION

For the reasons discussed in detail below, I find that players receiving scholarships from the Employer are “employees” under Section 2(3) of the Act. Accordingly, **IT IS HEREBY ORDERED** that an election be conducted under the direction of the Regional Director for Region 13 in the following appropriate bargaining unit:

Eligible to vote are all football players receiving football grant-in-aid scholarship and not having exhausted their playing eligibility employed by the Employer located at 1501 Central Street, Evanston, Illinois, but excluding office clerical employees and guards, professional employees and supervisors as defined in the Act.

III. STATEMENT OF FACTS

A. Background

The Employer is a private, non-profit, non-sectarian, coeducational teaching university chartered by the State of Illinois, with three campuses, including one located in Evanston, Illinois. It currently has an undergraduate enrollment of about 8,400 students. The academic calendar year for these students is broken down into four quarters: Fall, Winter, Spring, and an optional Summer Session. The schedule for the current academic calendar year shows that classes began on September 24, 2013 and conclude on June 13, 2014.

The Employer maintains an intercollegiate athletic program and is a member of the National Collegiate Athletic Association (NCAA). The NCAA is responsible for formulating and enforcing rules governing intercollegiate sports for participating colleges. The Employer is also a member of the Big Ten Conference and its students compete against the other 11 member schools (as well as non-conference opponents) in various sports. There are currently 19 varsity sports, which the Employer’s students can participate in at the Division I level, including 8

varsity sports for men and 11 varsity sports for women. In total, there are about 500 students who compete in one of these sports each year for the Employer.

B. The Employer's Football Staff and Grant-in-Aid Scholarship Players

As part of its athletic program, the Employer has a varsity football team that competes in games against other universities. The team is considered a Football Bowl Subdivision (FBS) Division I program.² Since 2006, the head football coach has been Patrick Fitzgerald, Jr., and he has been successful in taking his team to five bowl games. On his football staff, there is a Director of Football Operations, Director of Player Personnel, Director of Player Development, nine full-time assistant coaches, and four graduate assistant coaches who assist him with his various duties. There are also five full-time strength coaches, two full-time video staff employees, two administrative assistants, and various interns who report to him. In turn, Head Coach Fitzgerald reports to Athletic Director James J. Phillips and President Dr. Morton Shapiro.

The Employer's football team is comprised of about 112 players of which there are 85 players who receive football grant-in-aid scholarships that pay for their tuition, fees, room, board, and books.³ The players on a scholarship typically receive grant-in-aid totaling \$61,000 each academic year.⁴ The grant-in-aid for the players' tuition, fees and books is not provided directly to them in the form of a stipend as is sometimes done with room and board. Because the Employer's football team has a rule requiring its players to live on campus during their first two years, these players live in a dorm room and are provided a meal card, which allows them to buy food at the school cafeteria. In contrast, the players who are upperclassmen can elect to live off campus, and scholarship players are provided a monthly stipend totaling between \$1,200 and \$1,600 to cover their living expenses. Under current NCAA regulations, the Employer is prohibited from offering its players additional compensation for playing football at its institution with one exception. The Employer is permitted to provide its players with additional funds out of a "Student Assistance Fund" to cover certain expenses such as health insurance, dress clothes required to be worn by the team while traveling to games, the cost of traveling home for a family member's funeral, and fees for graduate school admittance tests and tutoring.⁵ The players do not have FICA taxes withheld from the scholarship monies they receive. Nor do they receive a W-2 tax form from the Employer.

For a number of years, the NCAA rules provided that players could only receive one-year scholarships that were renewable each year at the discretion of the head coach. But effective the 2012-2013 academic year, the NCAA changed its rule to permit universities to offer four-year scholarships to players. The Employer immediately thereafter began to award its recruits four-

² There are currently 120 to 125 universities with collegiate football teams that compete at the FBS Division I level. Seventeen of these universities, including the Employer, are private institutions.

³ The remainder of the football players on the team are "walk-ons" who do not receive grant-in-aid scholarships, but may receive need-based financial aid to attend the university which is not contingent on them remaining on the football team. This financial aid can be renewed every year if the player qualifies for it. The walk-ons may also eventually earn a grant-in-aid scholarship and this has in fact happened to 21 players within the past seven years.

⁴ This figure increases to about \$76,000 if a grant-in-aid scholarship player enrolls in classes during the Summer session.

⁵ For academic calendar year 2012-2013, the Employer disbursed about \$54,000 from this fund to 30 or 35 of its football players.

year scholarships with an option for a fifth year (typically, in the case of a player who “redshirts” their freshmen year).⁶ When Head Coach Fitzgerald makes a scholarship offer to a recruit, he provides the individual both a National Letter of Intent and a four-year scholarship offer that is referred to as a “tender”. Both documents must be signed by the recruit and the “tender” describes the terms and conditions of the offer.⁷ More specifically, it explains to the recruit that, under NCAA’s rules, the scholarship can be reduced or canceled during the term of the award if the player: (1) renders himself ineligible from intercollegiate competition; (2) engages in serious misconduct warranting substantial disciplinary action; (3) engages in conduct resulting in criminal charges; (4) abuses team rules as determined by the coach or athletic administration; (5) voluntarily withdraws from the sport at any time for any reason; (6) accepts compensation for participating in an athletic contest in his sport; or (7) agrees to be represented by an agent. The “tender” further explains to the recruit that the scholarship cannot be reduced during the period of the award on the basis of his athletic ability or an injury.⁸ By July 1 of each year, the Employer has to inform its players, in writing, if their scholarships will not be renewed. However, the “tender” provides the players the right to appeal this decision.

In cases where Coach Fitzgerald believes that a player may have engaged in conduct that could result in the cancelation of his scholarship, he will speak to individuals within the athletic department. Athletic Director Phillips, after considering any recommendation offered by Fitzgerald, will then determine whether the conduct warrants cancellation of the scholarship. If the player appeals this decision, the player will meet with the Employer’s Director of Financial Aid, the Faculty Representative, and a Representative from the Vice President of Student Affairs. It is undisputed that within the past five years, only one player has had his scholarship canceled for engaging in misconduct (shooting a BB gun in a dormitory) and another player had his scholarship canceled for violating the alcohol and drug policy a second time. In both cases, the athletic director asked for, and followed, Fitzgerald’s recommendation to cancel the scholarships.

C. The Employer’s Football Players are Subject to Special Rules

As has already been alluded to, the Employer’s players (both scholarship players and walk-ons) are subject to certain team and athletic department rules set forth, *inter alia*, in the Team Handbook that is applicable solely to the Employer’s players and Northwestern’s Athletic Department Handbook. Northwestern’s regular student population is not subject to these rules and policies. Specifically, freshmen and sophomore year players receiving scholarships are required to live in on-campus dormitories. Only upperclassmen players are permitted to live off campus and even then they are required to submit their lease to Fitzgerald for his approval before they can enter into it. If players want to obtain outside employment, they must likewise first obtain permission from the athletic department. This is so that the Employer can monitor whether the player is receiving any sort of additional compensation or benefit because of their

⁶ These four year scholarships remain in effect through the end of the players’ senior year even if they no longer have any remaining football eligibility.

⁷ Once the recruit signs the “tender,” its contractual terms are binding on the Employer. However, the recruit is permitted to terminate the “tender” after signing it.

⁸ The Employer’s own policy is to not cancel a player’s scholarship due to injury or position on the team’s depth chart as explained in Head Coach Fitzgerald’s scholarship offer letter to recruits. If a player has a career ending injury, they are deemed a “medical non-counter” which means that their football scholarship does not count against the NCAA’s 85 scholarship limit for Division I football.

athletic ability or reputation.⁹ Similarly, players are required to disclose to their coaches detailed information pertaining to the vehicle that they drive. The players must also abide by a social media policy, which restricts what they can post on the internet, including Twitter, Facebook, and Instagram. In fact, the players are prohibited from denying a coach's "friend" request and the former's postings are monitored. The Employer prohibits players from giving media interviews unless they are directed to participate in interviews that are arranged by the Athletic Department. Players are prohibited from swearing in public, and if a player "embarrasses" the team, he can be suspended for one game. A second offense of this nature can result in a suspension up to one year. Players who transfer to another school to play football must sit out a year before they can compete for the new school. Players are prohibited from profiting off their image or reputation, including the selling of merchandise and autographs. Players are also required to sign a release permitting the Employer and the Big Ten Conference to utilize their name, likeness and image for any purpose.¹⁰ The players are subject to strict drug and alcohol policies and must sign a release making themselves subject to drug testing by the Employer, Big Ten Conference, and NCAA. The players are subject to anti-hazing and anti-gambling policies as well.

During the regular season, the players are required to wear a suit to home games and team issued travel sweats when traveling to an away football game. They are also required to remain within a six-hour radius of campus prior to football games. If players are late to practice, they have to attend one hour of study hall on consecutive days for each minute they were tardy. Players may also be required to run laps for violating less egregious team rules. Even the players' academic lives are controlled as evidenced by the fact that they are required to attend study hall if they fail to maintain a certain grade point average (GPA) in their classes. And irrespective of their GPA, all freshmen players must attend six hours of study hall each week.

D. Football Players' Time Commitment to Their Sport

The first week in August, the scholarship and walk-on players begin their football season with a month-long training camp, which is considered the most demanding part of the season. In training camp (and the remainder of the calendar year), the coaching staff prepares and provides the players with daily itineraries that detail which football-related activities they are required to attend and participate in. The itineraries likewise delineate when the players are to eat their meals and receive any necessary medical treatment. For example, the daily itinerary for the first day of training camp in 2012 shows that the athletic training room was open from 6:30 a.m. to 8:00 a.m. so the players could receive medical treatment and rehabilitate any lingering injuries. Because of the physical nature of football, many players were in the training room during these hours. At the same time, the players had breakfast made available to them at the N Club. From 8:00 a.m. to 8:30 a.m., any players who missed a summer workout (discussed below) or who were otherwise deemed unfit by the coaches were required to complete a fitness test. The players were then separated by position and required to attend position meetings from 8:30 am.

⁹ If the Employer is found to be in violation of NCAA regulations, it can be penalized by the imposition of practice limitations, scholarship reductions, public reprimands, fines, coach suspensions, personnel limitations, and postseason prohibitions.

¹⁰ It is undisputed that the Employer sells merchandise to the public, such as football jerseys with a player's name and number, that may or may not be autographed by the player.

to 11:00 a.m. so that they could begin to install their plays and work on basic football fundamentals. The players were also required to watch film of their prior practices at this time. Following these meetings, the players had a walk-thru from 11:00 a.m. to 12:00 p.m. at which time they scripted and ran football plays. The players then had a one-hour lunch during which time they could go to the athletic training room, if they needed medical treatment. From 1:00 p.m. to 4:00 p.m., the players had additional meetings that they were required to attend. Afterwards, at 4:00 p.m., they practiced until team dinner, which was held from 6:30 p.m. to 8:00 p.m. at the N Club. The team then had additional position and team meetings for a couple of more hours. At 10:30 p.m., the players were expected to be in bed (“lights out”) since they had a full day of football activities and meetings throughout each day of training camp. After about a week of training camp on campus, the Employer’s football team made their annual trek to Kenosha, Wisconsin for the remainder of their training camp where the players continued to devote 50 to 60 hours per week on football related activities.

After training camp, the Employer’s football team starts its regular season which consists of 12 games played against other colleges, usually played on Saturdays, between the beginning of September and the end of November. During this time, the players devote 40 to 50 hours per week to football-related activities, including travel to and from their scheduled games.¹¹ During each Monday of the practice week, injured players must report to the athletic training room to receive medical treatment starting at about 6:15 a.m. Afterwards, the football coaches require the players to attend mandatory meetings so that they can begin to install the game plan for their upcoming opponent. However, the only physical activity the coaches expect the players to engage in during this day is weightlifting since they are still recovering from their previous game. The next several days of the week (Tuesday through Thursday), injured players must report to the athletic training room before practice to continue to receive medical treatment. The coaches require all the players to attend mandatory practices and participate in various football-related activities in pads and helmets from about 7:50 a.m. until 11:50 a.m.¹² In addition, the players must attend various team and position meetings during this time period. Upon completion of these practices and meetings, the scholarship players attend a mandatory “training table” at the N Club where they receive food to assist them in their recovery. Attendance is taken at these meals and food is only provided to scholarship players and those walk-ons who choose to pay for it out of their own pocket.¹³

Because NCAA rules limit the players’ CARA hours to four per day, the coaches are not permitted to compel the players to practice again later in the day. The players, however,

¹¹ NCAA rules limit “countable athletically related activities” (CARA) to 20 hours per week from the first regular season game until the final regular season game (or until the end of the Employer’s Fall quarter in the event it qualifies for a Bowl game). The CARA total also cannot exceed four hours per day and the players are required to have one day off every week. However, the fact that the players devote well over 20 actual hours per week on football-related activities does not violate the NCAA’s CARA limitations since numerous activities such as travel, mandatory training meetings, voluntary weight conditioning or strength training, medical check-ins, training tape review and required attendance at “training table” are not counted by the NCAA. In the same vein, NCAA limits players to 20 CARA hours during Spring football practice and 8 CARA hours during the remainder of the off-season.

¹² After the classes begin in late September, the football practices are moved up one hour.

¹³ To avoid providing an additional benefit to the scholarship players, the Employer will reduce the monthly stipend of any upperclassmen living off campus by about \$13 for each “training table.”

regularly hold 7-on-7 drills (which involve throwing the football without the participation of the team's offensive and defensive linemen) outside the presence of their coaches. To avoid violating the NCAA's CARA limitations, these drills are scheduled by the quarterback and held in the football team's indoor facility in the evening. A student athletic trainer is also present for these drills to provide medical assistance, if necessary. In the same way, around 8:00 p.m., the players will go to their coaches' offices to watch film on their own for up to a couple of hours.¹⁴

During the regular competition season, the players' schedule is different on Friday than other days of the week because it is typically a travel day. For home games, the team will initially meet at 3:00 p.m. and have a series of meetings, walk-thrus and film sessions until about 6:00 p.m. The team will then take a bus to a local hotel where the players will be required to have a team dinner and stay overnight. In the evening, the players have the option of attending chapel and then watching a movie. At the conclusion of the movie, the players have a team breakdown meeting at 9:00 p.m. before going to bed.

About half of the games require the players to travel to another university, either by bus or airplane. In the case of an away game against the University of Michigan football team on November 9, 2012,¹⁵ the majority of players were required to report to the N Club by 8:20 a.m. for breakfast. At 8:45 a.m., the offensive and defensive coaches directed a walk-thru for their respective squads. The team then boarded their buses at 10:00 a.m. and traveled about five hours to Ann Arbor, Michigan.¹⁶ At 4:30 p.m. (EST), after arriving at Michigan's campus, the players did a stadium walk-thru and then had position meetings from 5:00 p.m. to 6:00 p.m. The coaches thereafter had the team follow a similar schedule as the home games with a team dinner, optional chapel, and a team movie. The players were once again expected to be in bed by 10:30 p.m.

On Saturday, the day of the Michigan game, the players received a wake-up call at 7:30 a.m. and were required to meet for breakfast in a coat and tie by no later than 8:05 a.m. The team then had 20 minutes of meetings before boarding a bus and departing for the stadium at 8:45 a.m. Upon arriving at the stadium, the players changed into their workout clothes and stretched for a period of time. They afterwards headed to the training room to get taped up, receive any medical treatment, and put on their football gear. About 65 minutes before kickoff, the players took the field and did additional stretches and otherwise warmed-up for the game. At noon, the game kicked off and Head Coach Fitzgerald, in consultation with his assistant coaches, was responsible for determining the starting lineup and which substitutions would be made during the course of the game. While most games normally last about three hours, this one lasted about four hours since it went into overtime. Following the game, the coaches met with the players, and some of those individuals were made available to the media for post-game interviews by the Employer's athletic department staff. Other players had to receive medical

¹⁴ The players watch film of their past games and critique their performance and similarly watch film of an upcoming opponent's prior games to try to gain a competitive advantage.

¹⁵ It is undisputed that the travel itinerary for the Michigan game accurately reflects the players' required time commitment on Friday and Saturday when playing an away game.

¹⁶ The football team's handbook states that "when we travel, we are traveling for one reason: to WIN a football game. We will focus all of our energy on winning the game." However, the players are permitted to spend two or three hours studying for their classes while traveling to a game as long as they, in the words of Head Coach Fitzgerald "get their mind right to get ready to play."

treatment and eventually everyone on the roster changed back into their travel clothes before getting on the bus for the five hour drive back to the Evanston campus. At around 9:00 or 10:00 p.m., the players arrived at the campus.¹⁷

Although no mandatory practices are scheduled on Sunday following that week's football game, the players are required to report to the team's athletic trainers for a mandatory injury check. Those players who sustained injuries in the game will receive medical treatment at the football facility.

In the years that the team qualifies for a Bowl game, the season will be extended another month such that the players are practicing during the month of December in preparation for their Bowl game – which is usually played in early January. The coaches expect the players to devote the same amount of hours on their football duties during the postseason (40 to 50 hours per week), with one key difference being that the players are no longer taking classes since the academic quarter ends in mid-December.¹⁸ While the players are allowed to leave campus for several days before Christmas, they must report back by Christmas morning. To ensure that the players abide by this schedule, they are required to give their flight itinerary to their position coaches before leaving campus.¹⁹

Following the Bowl game, there is a two-week discretionary period where the players have the option to go into the weight room to workout.²⁰ While the weight room is next to the football coaches' offices, NCAA rules prohibit coaches from conducting the players' workouts during this discretionary period. While the Employer's strength and conditioning coaches are allowed to monitor these workouts, various team leaders, including those players on the team leadership council,²¹ attempt to ensure that attendance is high at these optional workouts during this and the eight other discretionary weeks throughout the year.

In mid-January, the players begin a one-month period of winter workouts during, which they spend about one hour running and doing agility drills and another hour lifting weights four or five days per week. These mandatory workouts are conducted by the football team's strength and conditioning coaches as they critique each individual player's attitude and performance. During this time the players also receive medical treatment for any ailments or injuries. This treatment could take the form of something as simple as getting into a cold tub or having their ankles taped. As is done in the regular season, the scholarship players are required to attend

¹⁷ Although the players devoted more than 24 hours on Friday and Saturday to travel and football related activities, this only constituted 4.8 CARA hours under the NCAA's guidelines. In fact, the entire game day constituted only three CARA hours under these guidelines.

¹⁸ The players who are living on campus must also move into a hotel since the dorms are closed after final exams are completed.

¹⁹ The players are also required to give their flight itineraries to their position coaches at other times of the year when they desire to fly home.

²⁰ Between January 1 and the beginning of preseason practice, the NCAA rules mandate that players be provided a total of nine discretionary weeks.

²¹ Each season, the football team has a "leadership council" which consists of freshmen, sophomore, junior, and senior players who were voted on by their teammates. These players meet with Coach Fitzgerald and discuss any issues that arise on the team. However, Fitzgerald retains the final decision on all matters raised.

mandatory "training table" after their workouts. In total, the players devote about 12 to 15 hours per week on these workouts.

In mid-February, the players have a one-week period referred to as "Winning Edge" which serves as a transition to Spring football. During this week, the football coaches separate the players into smaller groups and require them to compete with one another in various types of demanding competitions to test their levels of conditioning. The coaches also have the players lift weights in between these scheduled competitions. Overall, the players can expect to spend 15 to 20 hours on this week's mandatory activities.

From the conclusion of the "Winning Edge" until about mid-April, the players participate in Spring football which requires them to devote about 20 to 25 hours per week. In this period, the players wear their pads and helmets and resume practicing football skills. The football coaches also require the players to attend scheduled meetings so they can reinstall their offense and defense for the upcoming season. The players are similarly required to watch film of each day's practice to assist in their development while in these meetings. In addition, the coaches will designate times when the players must lift weights and improve their conditioning. This important two-month period serves as an opportunity for the players to impress their coaches and move up on the depth charts in the various positions they are competing for. At the conclusion of Spring football, the team holds its annual Spring game which is basically a scrimmage between the current eligible players.

Following the conclusion of Spring football, the players have a discretionary week in which there is no expectation that they remain on campus and train. The players then return to campus and begin Spring workouts, which are conducted by the strength and conditioning coaches. These mandatory workouts are similar to those performed in the winter and involve one hour of running and another hour of weightlifting. Besides one discretionary week in the first week in May, the workouts continue until about the beginning of June when the academic year ends.

At the end of the academic year, the players will return to their respective homes for a couple of weeks (which are discretionary weeks) before being required to report back to campus for Summer workouts, which are once again conducted by the strength and conditioning coaches. The team leaders will also use this time to teach the team's offense and defense to incoming freshmen. In fact, the players participate in 7-on-7 drills from 7:00 p.m. to 10:00 p.m., two times per week and watch film as part of their preparation for the upcoming season. In total, both the upperclassmen and incoming freshmen devote 20 to 25 hours per week on summer workouts before the start of training camp.

E. The Recruitment and Academic Life of the Employer's Grant-in-Aid Scholarship Players

The record makes clear that the Employer's scholarship players are identified and recruited in the first instance because of their football prowess and not because of their academic achievement in high school. Only after the Employer's football program becomes interested in a high school player based on the potential benefit he might add to the Employer's football

program does the potential candidate get vetted through the Employer's recruiting and admissions process.

Regarding the Employer's recruitment process, after a potential player comes to the attention of the Employer's football program, Coach Fitzgerald becomes involved. One of Fitzgerald's busiest recruiting periods is in September when he is permitted to evaluate recruits at their respective high schools and attend their football games to observe their football ability first hand. In December and January, he is also permitted to have one in-home visit with each recruit. These home visits provide him the opportunity to explain to the recruit and their parents what it means to be a student-athlete at the Employer. More specifically, Fitzgerald will explain how they will have the opportunity to take certain classes, receive academic and social support, and have certain responsibilities as players. Fitzgerald's assistant coaches are likewise involved in recruiting and can visit recruits at their high schools in April and May. The coaches are also permitted to have six in-home visits with each recruit in December and January. As part of this initial process, after the football staff identifies candidates they are interested in, information regarding a potential recruit's high school transcript, standardized test scores, letters of recommendation and senior class schedule are presented to the Employer's Admission Office to evaluate potential recruits for pre-admission to the University.

During the recruiting process, the Employer's football coaches are not permitted to have direct contact with the Admissions Office so that Christopher Watson, the Dean of Undergraduate Admissions, does not feel pressured to pre-approve a recruit for admission. Head Coach Fitzgerald must instead speak to Janna Blais, who is the Deputy Director of Athletics for Student-Athlete Welfare. She reviews the recruit's high school transcript, standardized test scores, letters of recommendation, and senior year class schedule before making an initial determination as to whether he can be academically successful. If Blais believes the recruit meets this standard, she will speak to and obtain a final decision from Watson concerning that recruit.²² If the recruit is pre-approved for admission, he completes the formal admissions application with the understanding that he will be admitted as long as his academic record is maintained. However, some recruits are not deemed admissible such that the coaches will have to cease recruiting that individual.

After being pre-approved for admission, recruits selected to receive an offer of scholarship are informed of their pre-admission via letter by Coach Fitzgerald notifying the potential players:

“CONGRATULATIONS, the Northwestern Football Staff and I would like to offer you a full scholarship... You possess the talent and embody the characteristics and values necessary to succeed at Northwestern University as a student-athlete on our football team.”

Subsequently, the Employer extends formal tender offers to recruits which must formally accept and execute. The offers specifically set forth the terms and conditions of the Athletic Tender

²² According to Blais, there are no written guidelines in terms of a minimum GPA or standardized test score that a football recruit must have to gain admission to the University. She testified that the lowest GPA for a football recruit that she recalled discussing with the admissions office was 2.78 (on scale of 4.0).

Agreement governing the grant of the scholarship. Moreover, the offers provide players with detailed information concerning the duration and conditions under which their scholarship will be continued and includes the explicit admonition that the “tender may be immediately reduced or cancelled during the term of this award per NCAA Bylaw 15.3.4.2” if the player renders himself ineligible for intercollegiate competition; and/or voluntarily withdraws from a sport at any time for any reason.

Further, to be eligible to play on the football team, the players must be: (1) enrolled as full-time students; (2) making adequate progress towards obtaining their degree; and (3) maintain a minimum GPA. For players entering their second year of school, they must pass 36 quarter hours and have a 1.8 GPA. For players entering their third year of school, they must have 40% of their degree applicable units completed and a 1.9 GPA. For players entering their fourth year of school, they must have 60% of their degree applicable units completed and a 2.0 GPA. For players entering their fifth year of school, they must have 80% of their degree applicable units completed and a 2.0 GPA. For this reason, players normally take three to four courses during the Fall, Winter, and Spring Quarters.²³ The players spend about 20 hours per week attending classes each week. The players also have to spend time completing their homework and preparing for exams. Significantly, the players do not receive any academic credit for their playing football and none of their coaches are members of the academic faculty.

According to senior quarterback Kain Colter, following a successful high school football career, the Employer admitted him due to his football skills as his academic record was “decent.” He also testified that he based his decision to attend Northwestern on football considerations (i.e. they were going to let him play quarterback). But he still had aspirations of going to medical school and attempted to take a required chemistry class in his sophomore year. At that time, Colter testified that his coaches and advisors discouraged him from taking the class because it conflicted with morning football practices. Colter consequently had to take this class in the Summer session, which caused him to fall behind his classmates who were pursuing the same pre-med major. Ultimately he decided to switch his major to psychology which he believed to be less demanding.

Colter further testified that those players receiving scholarships were not permitted to miss football practice during the regular season if they had a class conflict. On the other hand, walk-ons were permitted to leave practice a little early in order to make it to class.²⁴ This continued in the Spring with scholarship players being told by their coaches and academic/athletic advisors that they could not take any classes that started before 11:00 a.m. as they would conflict with practice. Even during the Summer session, players were generally only permitted to enroll in classes that were 6 weeks long since the classes that were 8 weeks long would conflict with the start of training camp.

²³ At most, the players only take one or two classes during the Summer session.

²⁴ During his redshirt sophomore year, walk-on Pace was permitted by Fitzgerald to leave practice early once he had completed his long snapper duties in order to attend a 9:00 a.m. class. This was contingent on Pace returning later in the day to perform his individual drill work. The following year, Pace was also permitted to leave practice early as he had an 11:00 a.m. class. However, scholarship player Ward never took any classes that conflicted with practice during the regular season.

In contrast, Blais and Fitzgerald testified that, if a player had to take a class required for their degree that conflicted with practice, Cody Cejeda (Director of Football Operations) would pull them out of practice about 30 minutes early and provide them a ride to class along with a to-go meal.²⁵ Fitzgerald also testified that he never told any player that they could not leave practice early because of a class conflict. In addition, if a large number of players had the same class conflict, Fitzgerald testified that he would sometimes move the practice time up to accommodate the class. He cited one Friday during a bye week when he moved up practice for this very reason. Scholarship player Ward corroborated this testimony by citing an example where he and other players had an early class during Spring practice in 2011 so practice was moved up to avoid the conflict.

The Employer's Student-Athlete Handbook states that players' academics must take precedence over athletics. For this reason, the Employer attempts to assist the players with their academics by having: (1) study tables; (2) tutor programs; (3) class attendance policies; (4) travel policies which restrict players from being off campus 48 hours prior to finals; and (5) a policy prohibiting players from missing more than five classes in a quarter due to games. In situations where a player has a game that conflicts with a test or quiz, the player will talk to the professor about the possibility of taking it at some other time. If the professor refuses, the Associate Athletic Director for Academics and Student Development will then speak to the professor and inquire if the test or quiz can be taken at the institution where the game is being held. Generally, the professors are willing to make some type of accommodation for the player. On one occasion, however, during the 2013 regular season, a professor refused to that, which resulted in the Employer holding back one bus so that seven players could take a quiz and then travel to the football game against the University of Iowa.²⁶ On another occasion last year, Fitzgerald also attempted to accommodate a scholarship player's academic work by permitting him to miss a week of practice and the game against the University of Nebraska. However, no other examples were provided of scholarship players being permitted to miss entire practices and/or games to attend to their studies.

In addition, the Employer's athletic department has student development programs which are referred to as NU P.R.I.D.E. These programs are meant to help the students "find personal success through service to the campus and their community while enhancing their leadership skills, celebrating diversity, and promoting student-athlete welfare through meaningful programming." More specifically, they consist of: (1) Student-Athlete Advisory Committee; (2) P.U.R.P.L.E. Peer Mentor program; (3) Freshmen Year Experiences (F.Y.E.) program; (4) Engage; (5) NU P.R.I.D.E. Program Speaker Series; and (6) P.R.I.D.E. challenge. There is likewise a mandatory four-year NU For Life Program which is designed to assist student-athletes with their professional development so they are able to excel in their chosen field upon completion of their degree.²⁷ But the players do not receive academic credit for participating in these programs.

²⁵ In the Fall Quarter of 2012, there were about eight players who had classes that conflicted with practice. But only one of them was on a football scholarship at the time.

²⁶ The record does not reveal whether any of these players were receiving a football scholarship at the time.

²⁷ Following their sophomore year, the football players are also assigned a mentor who is an alumni of the team.

It should be noted that the players have a cumulative grade point average of 3.024 and a 97% graduation rate. The players likewise have an Academic Progress Rate (APR) of 996 out of 1000.²⁸ The players' graduation rate and their APR both rank first in the country among football teams. In addition, the players have about 20 different declared majors, with some of them going on to medical school, law school, and careers in the engineering field after receiving their undergraduate degree.

F. The Revenues and Expenses Generated by the Employer's Football Program

The Employer's football team generates revenue in various ways including: (1) ticket sales; (2) television broadcast contracts with various networks; and (3) the sale of football team merchandise. The Employer reported to the Department of Education that its football team generated total revenues of \$235 million and incurred total expenses of \$159 million between 2003 and 2012.²⁹ For the 2012-2013 academic year, the Employer reported that its football program generated \$30.1 million in revenue and \$21.7 million in expenses. However, the latter figure does not include costs to maintain the stadium which total between \$250,000 and \$500,000 per calendar year. In addition, the profit realized from the football team's annual revenue is utilized to subsidize the Employer's non-revenue generating sports (i.e. all the other varsity sports with the exception of men's basketball). This, in turn, assists the Employer in ensuring that it offers a proportionate number of men's and women's varsity sports in compliance with Title IX of the Education Amendments of 1972.

IV. DISCUSSION AND ANALYSIS

A. The Burden Of Proof

A party seeking to exclude an otherwise eligible employee from the coverage of the Act bears the burden of establishing a justification for the exclusion.³⁰ Accordingly, it was the Employer's burden to justify denying its scholarship football players employee status. I find that the Employer failed to carry its burden.

B. The Applicable Legal Standard

Section 2(3) of the Act provides in relevant part that the "term 'employee' shall include any employee . . ." The U.S. Supreme Court has held that in applying this broad definition of "employee" it is necessary to consider the common law definition of "employee." *NLRB v. Town & Country Electric*, 516 U.S. 85, 94 (1995). Under the common law definition, an employee is a person who performs services for another under a contract of hire, subject to the other's control or right of control, and in return for payment. *Brown University*, 342 NLRB 483, 490, fn. 27 (2004) (citing *NLRB v. Town & Country Electric*, 516 U.S. at 94). See also

²⁸ APR refers to a university's retention of its student-athletes and the eligibility of its student-athletes on each team.

²⁹ These revenue and expense figures are adjusted for inflation.

³⁰ See, e.g., *NLRB v. Kentucky River Community Care, Inc.*, 532 U.S. 706, 711-712 (2001) (party seeking to exclude alleged supervisors bears burden of proof); *Montefiore Hospital and Medical Center*, 261 NLRB 569, 572 fn. 17 (1982) (party seeking to exclude alleged managers must "come forward with the evidence necessary to establish such exclusion"); *BKN, Inc.*, 333 NLRB 143, 144 (2001) (independent contractors); *AgriGeneral, L.P.*, 325 NLRB 972 (1998) (agricultural employees).

RESTATEMENT (SECOND) OF AGENCY § 2(2) (1958). As a result, the Board has subsequently applied the common law test to determine that individuals are indeed statutory employees. See e.g., *Seattle Opera v. NLRB*, 292 F.3d 757, 761-62 (D.C. Cir. 2002), enfg. 331 NLRB 1072 (2000) (holding that opera's auxiliary choristers are statutory employees).

As the record demonstrates, players receiving scholarships to perform football-related services for the Employer under a contract for hire in return for compensation are subject to the Employer's control and are therefore employees within the meaning of the Act.

1. Grant-in-Aid Scholarship Football Players Perform Services for the Benefit of the Employer for Which They Receive Compensation

Clearly, the Employer's players perform valuable services for their Employer. Monetarily, the Employer's football program generated revenues of approximately \$235 million during the nine year period 2003 – 2012 through its participation in the NCAA Division I and Big Ten Conference that were generated through ticket sales, television contracts, merchandise sales and licensing agreements. The Employer was able to utilize this economic benefit provided by the services of its football team in any manner it chose. Less quantifiable but also of great benefit to the Employer is the immeasurable positive impact to Northwestern's reputation a winning football team may have on alumni giving and increase in number of applicants for enrollment at the University.

Understandably, the goal of the football program is to field the most competitive team possible. To further this end, players on scholarship are initially sought out, recruited and ultimately granted scholarships because of their athletic prowess on the football field. Thus, it is clear that the scholarships the players receive is compensation for the athletic services they perform for the Employer throughout the calendar year, but especially during the regular season and postseason. That the scholarships are a transfer of economic value is evident from the fact that the Employer pays for the players' tuition, fees, room, board, and books for up to five years. Indeed, the monetary value of these scholarships totals as much as \$76,000 per calendar year and results in each player receiving total compensation in excess of one quarter of a million dollars throughout the four or five years they perform football duties for the Employer. While it is true that the players do not receive a paycheck in the traditional sense, they nevertheless receive a substantial economic benefit for playing football. And those players who elect to live off campus receive part of their scholarship in the form of a monthly stipend well over \$1,000 that can be used to pay their living expenses. The fact that the Employer does not treat these scholarships or stipends as taxable income is not dispositive of whether it is compensation. See *Seattle Opera v. NLRB*, 292 F.3d at 764, fn. 8.

Equally important, the type of compensation that is provided to the players is set forth in a "tender" that they are required to sign before the beginning of each period of the scholarship. This "tender" serves as an employment contract and also gives the players detailed information concerning the duration and conditions under which the compensation will be provided to them. Because NCAA rules do not permit the players to receive any additional compensation or otherwise profit from their athletic ability and/or reputation, the scholarship players are truly dependent on their scholarships to pay for basic necessities, including food and shelter. Another

consequence of this rule is that all of the players generally receive the same compensation for their services. In other words, the team's best scholarship player is paid as much as any other member of the Employer's football team receiving a scholarship. However, this undeniable fact does not mean that the compensation provided to either player is not a significant transfer of economic value to them. This is especially true given the nature of football and the foreseeable injuries that will occur during the season which can result in backup players assuming starting roles.

In addition, it is clear that the scholarships that players receive are in exchange for the athletic services being performed. Unlike other universities, the Employer, a couple of years ago, decided to move from one-year renewable scholarships to four-year scholarships. This certainly might make the players feel less pressure to perform on the field so as to avoid having their scholarship possibly not renewed for another year.³¹ But the fact remains that the Head Coach of the football team, in consultation with the athletic department, can immediately reduce or cancel the players' scholarship for a variety of reasons. Indeed, the scholarship is clearly tied to the player's performance of athletic services as evidenced by the fact that scholarships can be immediately canceled if the player voluntarily withdraws from the team or abuses team rules. Although only two players have had the misfortune of losing their scholarships during the past five years, the threat nevertheless hangs over the entire team and provides a powerful incentive for them to attend practices and games, as well as abide by all the rules they are subject to.

2. Grant-in-Aid Scholarship Football Players are Subject to the Employer's Control in the Performance of Their Duties as Football Players

In the instant case, the record establishes that the players who receive scholarships are under strict and exacting control by their Employer throughout the entire year. Commencing with training camp which begins approximately six weeks before the start of the academic year, the coaches exercise a great deal of control over the players. This is evidenced by the fact that the coaches prepare and provide daily itineraries to the players which set forth, hour by hour, what football related activities the players are to engage in from as early as 5:45 a.m. until 10:30 p.m., when they are expected to be in bed.³² Not surprisingly, the players spend 50 to 60 hours per week engaging in football-related activities during training camp. In addition, the location, duration, and manner in which the players carry out their football duties are all within the control of the football coaches.

When the regular football season begins, the players do not commence classes for another few weeks so they are still able to devote 40 to 50 hours per week on football related activities. Apart from their practices, meetings, film sessions, and workouts, the players must now also compete in football games against other colleges on Saturdays. These games are clearly a large time commitment for the players regardless of whether it is a home or an away game. In fact, if the team is playing an away game, it is not unusual for the players to have to spend 25 hours over

³¹ While Head Coach Fitzgerald's scholarship offer letter to recruits states that players will not lose their scholarship due to injury or position on the team's depth chart, even star quarterback Kain Colter testified that he feared that he might lose his scholarship if he slacked off in his football duties.

³² Even the players' meals must be eaten at certain times.

a two day period traveling to and from the game, attending practices and meetings, and competing in the game. The team's handbook also makes it clear that the players are "traveling for one reason: to WIN a football game." And of course, the coaches have control over where the team will spend the night before the game (which is done for both home and away games), the travel itinerary which spells out in detail what will occur throughout the trip, the players' dress attire while in travel status, and which players will play in the game and to what extent. While the NCAA limits CARA hours to 20 per week once the academic year begins, the evidence establishes that the players continue to devote 40 to 50 hours per week to their football duties all the way through to the end of the season, which could last until early January.³³

The football coaches are able to maintain control over the players by monitoring their adherence to NCAA and team rules and disciplining them for any violations that occur. If a player arrives late to practice, they must attend one hour of study hall on consecutive days for each minute they were tardy. The players must also run laps for violating minor team rules. And in instances where a player repeatedly misses practices and/or games, he may be deemed to have voluntarily withdrawn from the team and will lose his scholarship. In the same way, a player who violates a more egregious rule stands to lose his scholarship or be suspended from participating in games.

In addition, the coaches have control over nearly every aspect of the players' private lives by virtue of the fact that there are many rules that they must follow under threat of discipline and/or the loss of a scholarship. The players have restrictions placed on them and/or have to obtain permission from the coaches before they can: (1) make their living arrangements; (2) apply for outside employment;³⁴ (3) drive personal vehicles; (4) travel off campus; (5) post items on the Internet; (6) speak to the media; (7) use alcohol and drugs; and (8) engage in gambling. The fact that some of these rules are put in place to protect the players and the Employer from running afoul of NCAA rules does not detract from the amount of control the coaches exert over the players' daily lives.

While the football coaches, and the Employer as a whole, appear to value the players' academic education, it is clear that the players are controlled to such a degree that it does impact their academic pursuits to a certain extent. This appears to be especially true for the scholarship players as they are sometimes unable to take courses in a certain academic quarters due to conflicts with scheduled practices. The players must also sometimes miss classes due to conflicts with travel to football games, notwithstanding the Employer's laudable efforts to minimize this from occurring. To try to ensure that its players succeed academically, the Employer requires freshmen players (and sometimes upperclassmen) to attend study hall six hours per week and all the players have tutoring and advisory programs that are not available to regular students. Players are likewise required to participate in a four-year NU For Life Program which is meant to further their professional development once they graduate. However, these noble efforts by the Employer, in some ways only further highlight how pervasively the players' lives are controlled when they accept a football scholarship. The special assistance that the

³³ The football coaches' control over the players even extends to the off-season since the latter are expected to devote 12 to 25 hours per week on football related activities.

³⁴ The players are also prohibited from profiting off their image or reputation, including the selling of merchandise and autographs.

Employer must provide to the players so that they can succeed academically (or at least, maintain the required minimum grade point average and make adequate progress towards obtaining their degrees) likewise shows the extraordinary time demands placed on the players by their athletic duties.

3. The Employer's Grant-in-Aid Scholarship Players are Employees Under the Common Law Definition

In sum, based on the entire record in this case, I find that the Employer's football players who receive scholarships fall squarely within the Act's broad definition of "employee" when one considers the common law definition of "employee." However, I find that the walk-ons do not meet the definition of "employee" for the fundamental reason that they do not receive compensation for the athletic services that they perform. Unlike the scholarship players, the walk-ons do not sign a "tender" or otherwise enter into any type of employment contract with the Employer. The walk-ons also appear to be permitted a greater amount of flexibility by the football coaches when it comes to missing portions of practices and workouts during the football season if they conflict with their class schedule. In this regard, it is noted that both scholarship players who testified, Colter and Ward, testified that they did not enroll in classes that conflicted with their football commitments. This distinction is not surprising given that the players are compelled by the terms of their "tender" to remain on the team and participate in all its activities in order to maintain their scholarship.

The walk-ons, on the other hand, have nothing tying them to the football team except their "love of the game" and the strong camaraderie that exists among the players. That some of the walk-ons may also have aspirations of earning a football scholarship does not change the fact that they do not receive any compensation at that point in their collegiate football careers. Thus, the mere fact that they practice (and sometimes play) alongside the scholarship players is insufficient to meet the definition of "employee." However, if a walk-on were to be awarded a scholarship at some later point, they would then be an "employee" within the meaning of the Act and would be included in the unit. Finally, to ensure that only those players who actually meet the definition of "employee" are included in the unit, I conclude that only players who are currently receiving scholarships and who have not exhausted their four years (or five years, in the case of a "redshirt" player) of NCAA playing eligibility will be eligible to vote.³⁵ This will serve to exclude from the unit those players whose playing eligibility was exhausted at the conclusion of the 2013 regular football season. In the same way, incoming freshmen

³⁵ The mere fact that a football player enjoys nine discretionary weeks during the course of the calendar year will not provide a basis for excluding them from the unit since these are properly viewed as vacation weeks (during which the player may nevertheless feel compelled to perform football related activities to improve his skills). Importantly, while some activities during both on and off season such as additional conditioning, weight training and review of game tapes may not be directly mandated to maintain their scholarships and place on the team, such voluntary activity undertaken by football players in order to field a winning team, obtain a starting position or otherwise excel in this their chosen field is akin to the non-paid activities of an actor rehearsing lines or musicians practicing their instrument on their own time to enhance their performance in a commercial production. When these activities are included, it is clear scholarship players devote the bulk of their time and energy towards the football services they provide their Employer.

players will be excluded from the unit until they began to perform athletic services for the Employer in exchange for the compensation set forth in their “tender.”

C. *Brown University* is not Applicable

In its brief, the Employer contends that the Employer’s football players who receive scholarships are not employees because they do not meet the statutory definition of “employee” articulated in *Brown University*, 342 NLRB 483 (2004). The Union, however, argues that the *Brown University* decision does not control whether the grant-in-aid players are employees. In *Brown University*, the Board found that graduate assistants were not “employees” after considering four factors: (1) the status of graduate assistants as students; (2) the role of the graduate student assistantships in graduate education; (3) the graduate student assistants’ relationship with the faculty; and (4) the financial support they receive to attend Brown University. In applying those factors, the Board concluded that the overall relationship between the graduate assistants and their university was primarily an educational one, rather than economic one. Although I find that this statutory test is inapplicable in the instant case because the players’ football-related duties are unrelated to their academic studies unlike the graduate assistants whose teaching and research duties were inextricably related to their graduate degree requirements, for the reasons discussed below the outcome would not change even after applying the four factors to the facts of this case.

1. **The Employer’s Grant-in-Aid Scholarship Football Players are not “Primarily Students”**

The first factor that the Board considered in *Brown University* was the fact that all the graduate assistants were enrolled as students and that their purported employment status was contingent on their enrollment. *Id.* at 488. But this alone was not dispositive because the Board went on to consider the amount of time the graduate assistants spent on their educational studies as opposed to their work duties. In finding that they were “primarily students,” the Board held that “students serving as graduate student assistants spend only a limited number of hours performing their duties, and it is beyond dispute that their principal time commitment at Brown is focused on obtaining a degree and, thus, being a student.” *Id.*

In contrast, in the instant case it cannot be said the Employer’s scholarship players are “primarily students.” The players spend 50 to 60 hours per week on their football duties during a one-month training camp prior to the start of the academic year and an additional 40 to 50 hours per week on those duties during the three or four month football season. Not only is this more hours than many undisputed full-time employees work at their jobs, it is also many more hours than the players spend on their studies. In fact, the players do not attend academic classes while in training camp or the first few weeks of the regular season. After the academic year begins, the players still continue to devote 40 to 50 hours per week on football-related activities while only spending about 20 hours per week attending classes. Obviously, the players are also required to spend time studying and completing their homework as they have to spend time practicing their football skills even without the direct orders of their coaches. But it cannot be said that they are “primarily students” who “spend only a limited number of hours performing their athletic duties.”

2. **Grant-in-Aid Scholarship Football Players' Athletic Duties do not Constitute a Core Element of Their Educational Degree Requirements**

The second factor that the Board considered in *Brown University* was the extent to which the graduate assistants' teaching and research duties constituted a core element of their graduate degree requirements. *Id.* at 488-89. The Board found that the graduate assistants received both academic credit for performing their duties, and for the substantial majority, these duties were a requirement for them to be able to obtain their graduate degree. *Id.* Due to the fact that the graduate assistants' duties were directly related to their educational requirements, it was determined that their relationship with the university was an academic one as opposed to an economic one. *Id.*

In this case, it is undisputed that the Employer's scholarship players do not receive any academic credit for playing football. They are also not required to play football in order to obtain their undergraduate degree, regardless of which major they pursue. The fact that the players undoubtedly learn great life lessons from participating on the football team and take with them important values such as character, dedication, perseverance, and team work, is insufficient to show that their relationship with the Employer is primarily an academic one. Indeed, as already discussed above, this relationship is an economic one that involves the transfer of great sums of money to the players in the form of scholarships. The Employer expends between \$61,000 and \$76,000 per scholarship per year or in other words over five million dollars per year for the 85 scholarships.

3. **The Employer's Academic Faculty does not Supervise Grant-in-Aid Scholarship Players' Athletic Duties**

The third factor that the Board considered in *Brown University* was the graduate assistants' relationship with the faculty. *Id.* at 489. In particular, the Board found that the faculty oversaw the work of graduate assistants and it was a part of the latter's education since the work was typically performed under the direction and control of faculty members from those students' particular educational departments. *Id.* In fact, these same faculty members were responsible for teaching the students and assisting them in the preparation of their dissertations. *Id.*

Here, the Employer's scholarship players are in a different position than the graduate assistants since the academic faculty members do not oversee the athletic duties that the players' perform. Instead, football coaches, who are not members of the academic faculty, are responsible for supervising the players' athletic duties. This critical distinction certainly lessens any concern that imposing collective bargaining would have a "deleterious impact on overall educational decisions" by the Employer's academic faculty. While it is true that the Employer's administration does play a role in determining whether to cancel a scholarship, Fitzgerald's recommendation has been followed in the two instances where this has happened. Accordingly, the players' lack of a relationship with the faculty when performing their athletic duties militates against a finding that they are merely students.

4. Grant-in-Aid Scholarship Players' Compensation is not Financial Aid

The fourth factor that the Board considered in *Brown University* was the fact that the graduate assistants' compensation was not pay for services performed, but rather financial aid to attend the university. *Id.* at 488-89. In discussing this factor, the Board noted two relevant facts: (1) that the graduate assistants received the same compensation as the graduate fellows for whom no teaching or research was required; and (2) that the graduate assistants' compensation was not tied to the quality of their work. *Id.*

Unlike the graduate assistants, the facts here show that the Employer never offer a scholarship to a prospective student unless they intend to provide an athletic service to the Employer. In fact, the players can have their scholarships immediately canceled if they voluntarily withdraw from the football team. Even players who are not starters and consequently do not play in any games, must still attend all of the practices, workouts, and meetings as a condition of retaining their scholarship. In contrast to scholarships, need-based financial aid that walk-ons (and other regular students) receive is not provided in exchange for any type of service to the Employer. For this reason, the walk-ons are free to quit the team at any time without losing their financial aid. This simply is not true for players receiving football scholarships who stand to lose their scholarship if they "voluntarily withdraw" from the team.

D. The Employer's Grant-in-Aid Scholarships Players are not Temporary Employees Within the Meaning of the Act

Under Board law, the general test for determining the eligibility of individuals designated as temporary employees is whether they have an uncertain tenure. *Marian Medical Center*, 339 NLRB 127 (2003). If the tenure of the disputed individuals is indefinite and they are otherwise eligible, they are permitted to vote. *Personal Products Corp.*, 114 NLRB 959 (1955); *Lloyd A. Fry Roofing Co.*, 121 NLRB 1433 (1958); *United States Aluminum Corp.*, 305 NLRB 719 (1991); and *NLRB v. New England Lithographic Co.*, 589 F.2d 29 (1st Cir. 1978). On the other hand, where employees are employed for one job only, or for a set duration, or have no substantial expectancy of continued employment and are notified of this fact, and there have been no recalls, such employees are excluded as temporaries. *Indiana Bottled Gas Co.*, 128 NLRB 1441 fn. 4 (1960); *Owens-Corning Fiberglas Corp.*, 140 NLRB 1323 (1963); *Sealite, Inc.*, 125 NLRB 619 (1959); and *E. F. Drew & Co.*, 133 NLRB 155 (1961).

In *Boston Medical Center*, 330 NLRB 152 (1999), the Board considered the employer's contention that its house officers were temporary employees by virtue of the fact that they worked there for a set period of time – albeit, anywhere from three to seven years depending on their particular residency program. The Board there clarified that it will not find individuals to be temporary employees simply because their employment will terminate on a date certain. In reaching this conclusion, it was noted that:

[T]he Board has never applied the term "temporary" to employees whose employment, albeit of finite duration, might last from 3 to 7 or more years, and

we will not do so here. In many employment relationships, an employee may have a set tenure and, in that sense, may not have an indefinite departure date. Athletes who have 1, 2, or greater years' length employment contracts are, theoretically at least, employed for a limited time, unless their contracts are renewed; work at a legal aid office may be for a set 2-year period; a teaching assignment similarly may be on a contract basis. To extend the definition of "temporary employee" to such situations, however, would be to make what was intended to be a limited exception swallow the whole.

Id. at 166.

In the instant case, the Employer's scholarship players have employment that is of a finite duration much like the house officers in *Boston Medical Center*. The players, due to NCAA eligibility rules, may generally only remain on the football team for four years, or at most five years in the case of a "redshirt" player. However, given the substantial length of the players' employment it is clear that they cannot be found to be temporary employees under Board law. Finally, to the extent that the Employer cites *San Francisco Art Institute*, 226 NLRB 1251 (1976), in support of its position that its players are temporary employees, I find that case to be distinguishable. There the Board refused to direct an election for a unit of student janitors, who generally worked 20 hours per week at their art school and were subject to a high turnover rate due to their brief employment tenure, because they were found to be concerned primarily with their studies rather than with their part-time employment. The Employer's scholarship players stand in stark contrast to those student janitors due to the fact that they: (1) work in excess of well over 40 hours per week during training camp and the football season; (2) work virtually year round and have a much longer employment tenure; and (3) do not have a "very tenuous secondary interest" in their employment. This is clearly established by the undeniable fact that the scholarship players' interest and skill in playing football are far greater than a "very tenuous secondary interest" but in fact a primary interest. Moreover, but for their football prowess the players would not have been offered a scholarship by the Employer. Significantly, *San Francisco Art Institute, id.*, has not been relied upon by the Board since it issued in 1976.

E. The Petitioned-for-Unit is an Appropriate Unit

The Employer contends that the petitioned-for-unit is not an appropriate unit for two reasons: (1) the unit consists of scholarship players who are not employees; and (2) the unit is an arbitrary, fractured grouping that excludes walk-ons who share an overwhelming community of interest with the sought after unit. Having already concluded that the Employer's scholarship players are "employees" under the Act, I will now address its second assertion.

The Board in *Specialty Healthcare and Rehabilitation Center of Mobile*, 357 NLRB No. 83, slip op. at 1 (2011), enfd. sub nom. *Kindred Nursing Centers East, LLC v. NLRB*, 727 F.3d 552 (6th Cir 2013), held that a petitioned-for-unit is not an appropriate unit if it excludes employees who have an "overwhelming community of interest" with

those employees that the union seeks to represent. Consistent with this decision, the Board shortly thereafter found in *Odwalla, Inc.*, 357 NLRB No. 132 slip op. at 5 (2011), that a petitioned-for-unit was not an appropriate unit because it excluded employees who shared an “overwhelming community of interest” with other employees. Thus, it is clear that, “a petitioner cannot fracture a unit, seeking representation in ‘an arbitrary segment’ of what would be an appropriate unit.” *Specialty Healthcare*, 357 NLRB No. 83, slip op. at 13, citing *Pratt & Whitney*, 327 NLRB 1213, 1217 (1999).

In its brief, the Employer asserts that the petitioned-for-unit in the instant case is a fractured one because it excludes the walk-ons, who share an “overwhelming community of interest” with the Employer’s scholarship players. It points out that the walk-ons are subject to the same rules, attend the same football practices and workouts, and play in the same football games if their skills warrant it. Indeed, the Employer contends that the “only” difference between the two groups is that the scholarship players receive compensation for their athletic services. The receipt of this compensation in and of itself is a substantial difference in whatever community of interests exists between the two groups. Fundamentally, walk-on players do not share the significant threat of possibly losing up to the equivalent of a quarter million dollars in scholarship if they stop playing football for the Employer as do the scholarship players. Moreover, to constitute a fractured unit, the putative group must consist of employees as defined by the Act, and the Employer concedes that the lack of scholarship precludes a finding that the walk-ons are employees under the Act. In the absence of a finding that the walk-on players are employees a fractured unit cannot exist, and the petitioned for unit is an appropriate unit.³⁶

F. The Petitioner is a Labor Organization Within the Meaning of the Act

The Employer argues that the Petitioner is not a labor organization within the meaning of the Act unless the following two conditions are met: (1) its players who receive scholarships are found to be “employees” within the meaning of the Act; and (2) the petitioned-for-unit is found to be an appropriate unit within the meaning of the Act.

Section 2(5) of the Act provides the following definition of “labor organization”:

Any organization of any kind, or any agency or employee representation committee or plan, in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work.

The statutory definition of a “labor organization” has long been interpreted broadly. See, *Electromation, Inc.*, 309 NLRB 990, 993-94 (1992), enf’d. 35 F.3d 1148 (7th Cir. 1994). To fall within the definition of a “labor organization,” the Board has held that employees must

³⁶ This would be akin to finding that a unit of employees was an appropriate unit notwithstanding the fact that unpaid interns who may otherwise be subject to similar terms and conditions of employment but received no compensation and as such were not employees within the meaning of the Act were properly not included in the unit because they were not employees. See, *WBAI Pacifica Foundation*, 328 NLRB 1273 (1999).

participate in the organization and it must exist for the purpose, in whole or in part, of dealing with employers on their behalf regarding their wages, hours of employment and other terms and conditions of employment. *Alto Plastic Mfg. Corp.*, 136 NLRB 850, 851-852 (1962).

At the hearing, the Petitioner introduced evidence that it was established to represent and advocate for certain collegiate athletes, including the Employer's players who receive scholarships, in collective bargaining with respect to health and safety, financial support, and other terms and conditions of employment. A substantial portion of the Employer's scholarship players have also signed authorization cards seeking to have the Petitioner represent them for the purposes of collective bargaining, and some of them, have taken a more active role with the Petitioner, including Colter. In addition, the players will presumably have the opportunity to participate in contract negotiations if the Petitioner is ultimately certified. Based on the evidence presented at the hearing and the Employer's conditional stipulation which was met, I find that the Petitioner is a labor organization within the meaning of the Act.

V. CONCLUSION

Based on the foregoing and the entire record herein, I have found that all grant-in-aid scholarship players for the Employer's football team who have not exhausted their playing eligibility are "employees" under Section 2(3) of the Act. Thus, I direct an immediate election in this case.

VI. DIRECTION OF ELECTION

An election by secret ballot shall be conducted by the undersigned among the employees in the unit found appropriate at the time and place set forth in the notice of election to be issued subsequently, subject to the Board's Rules and Regulations. Eligible to vote are all football players receiving football grant-in-aid scholarship and not having exhausted their playing eligibility employed by the Employer located at 1501 Central Street, Evanston, Illinois, but excluding office clerical employees and guards, professional employees and supervisors as defined in the Act.

Employees engaged in any economic strike, who have retained their status as strikers and who have not been permanently replaced are also eligible to vote. In addition, in an economic strike which commenced less than 12 months before the election date, employees engaged in such strikes that have retained their status as strikers but who have been permanently replaced, as well as their replacements are eligible to vote. Those in the military services of the United States may vote if they appear in person at the polls. Ineligible to vote are employees who have quit or been discharged for cause since the designated payroll period, employees engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date, and employees engaged in an economic strike which commenced more than 12 months before the election date and who have been permanently replaced.

Those eligible shall vote whether or not they desire to be represented for collective bargaining purposes by College Athletes Players Association (CAPA).

VII. LIST OF VOTERS

To insure that all eligible voters have the opportunity to be informed of the issues in the exercise of their statutory right to vote, all parties to the election should have access to a list of voters and their addresses, which may be used to communicate with them. *Excelsior Underwear, Inc.*, 156 NLRB 1236 (1966); *NLRB v. Wyman-Gordon Employer*, 394 U.S. 759 (1969). Accordingly, it is directed that 2 copies of an eligibility list containing the full names and addresses of all the eligible voters must be filed by the Employer with the undersigned within 7 days from the date of this Decision. *North Macon Health Care Facility*, 315 NLRB 359 (1994). The undersigned shall make this list available to all parties to the election. In order to be timely filed, such list must be received in Region 13's Office, 209 South, LaSalle Street, Suite 900, Chicago, Illinois 60604 on or before **April 2, 2014**. No extension of time to file this list shall be granted except in extraordinary circumstances, nor shall the filing of a request for review operate to stay the requirement here imposed. Failure to comply with this requirement shall be grounds for setting aside the election whenever proper objections are filed.

VIII. RIGHT TO REQUEST REVIEW

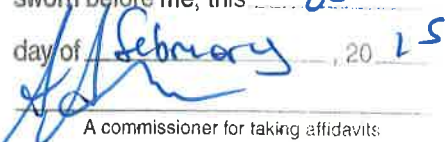
Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the Executive Secretary, 1099 14th Street, N.W., Washington, DC 20570-0001. This request must be received by the Board in Washington by **April 9, 2014**.

In the Regional Office's initial correspondence, the parties were advised that the National Labor Relations Board has expanded the list of permissible documents that may be electronically filed with its offices. If a party wishes to file one of the documents which may now be filed electronically, please refer to the Attachment supplied with the Regional Office's initial correspondence for guidance in doing so. Guidance for E-filing can also be found on the National Labor Relations Board web site at www.nlr.gov. On the home page of the website, select the E-Gov tab and click on E-Filing. Then select the NLRB office for which you wish to E-File your documents. Detailed E-filing instructions explaining how to file the documents electronically will be displayed.

DATED at Chicago, Illinois this 26th day of March 2014.

/s/ Peter Sung Ohr

Peter Sung Ohr, Regional Director
National Labor Relations Board, Region 13
209 South LaSalle Street, 9th Floor
Chicago, Illinois 60604

This is Exhibit RR 701 referred to in the affidavit of Andrew J. Eckert sworn before me, this 20th day of February, 2015

A commissioner for taking affidavits.



Westhead: State attorney recommends further labour probe of junior hockey

By Rick Westhead

Dec. 4, 2014

The four Western Hockey League teams based in Washington state and the league itself have been advised by the state's department of labour and industries that an investigative team will expand a probe of major junior hockey to see whether teams have violated child labour laws.

TSN has learned the teams and the WHL were told this week that the state's attorney general has recommended a year-long investigation continue. Earlier this fall, Matt Erlich, a spokesman for the Washington Department of Labour and Industries, said his department had asked the attorney general for advice about whether to continue the investigation.

In 2013, the department received a complaint about how much money the players were paid in relation to the time they worked. The allegation claimed players receive less than the state's minimum wage.

Four Washington WHL teams are being investigated: Seattle, Everett, Tri-Cities, and Spokane. Erlich said the complaint came from within the state.

Now that the attorney general has recommended widening the probe, at least three investigators have been assigned to the case. They will conduct in-person interviews with WHL players and team staff and ask for written documentation in the coming months to see if there has been a violation of the industrial welfare act, Erlich told TSN.

Most players in the WHL are teenagers and stay with host families during the season. The teams provide the room and board and a promise of university scholarships after their playing careers, so long as they don't go on to long careers in pro hockey.

According to a recent lawsuit filed against the WHL and its parent Canadian Hockey League, the "for-profit" league has paid some players as little as \$50 a week. Unifor, a union that wants to organize junior players, says players work about 1,000 hours during the course of the season. In Washington state, where the minimum wage is \$9.32 an hour, that would mean each player should receive at least \$9,320.

WHL Commissioner Ron Robinson defending the league structure in an earlier statement.

"The Western Hockey League (WHL) Member Clubs in Washington are aware that the Washington State Department of Labor and Industries has been taking a look at junior hockey with regard to the status of our amateur players. Our WHL Clubs in Washington have responded to the government, providing requested information and explaining that our players are student athletes playing in a developmental hockey league, and participating in and contributing to their sport the same way as other amateur athletes. We are advised by the Department that..no decision has been reached in the matter. Amateur hockey players have competed within the WHL in the State of Washington since 1977. The WHL certainly recognizes that undoubtedly any changes to the status of junior hockey players could impact the status of other amateur athletes in the state as well."

Erich said his department could ultimately impose civil and criminal penalties.

TSN couldn't immediately reach the CHL and WHL for comment.



Rick Westhead

TSN Senior Correspondent

HOUSE BILL 1930


State of Washington

64th Legislature

2015 Regular Session

By Representatives MacEwen, Riccelli, Parker, Tharinger, McCaslin, Ormsby, Sells, and Robinson

Read first time 02/03/15. Referred to Committee on Labor.

This is Exhibit SS referred to in the affidavit of Andrew J. Eckert sworn before me, this 20th day of February, 2015

commissioner for taking affidavits

1 AN ACT Relating to the nonemployee status of athletes in amateur
2 sports; amending RCW 49.12.005 and 49.17.020; and reenacting and
3 amending RCW 49.46.010.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

5 **Sec. 1.** RCW 49.12.005 and 2003 c 401 s 2 are each amended to
6 read as follows:

7 For the purposes of this chapter:

8 (1) "Athlete" means a person who meets the eligibility standards
9 established by the national governing body or Paralympic sports
10 organization for the sport in which the athlete competes.

11 (2) "Amateur sports league, club, or association" means a
12 not-for-profit corporation, limited liability company, association,
13 or other group that sponsors or arranges amateur athletic contests,
14 games, meets, matches, tournaments, regattas, or other events in
15 which amateur athletes compete, and which supports or develops
16 amateur athletes for national or international competition in sports.
17 "Amateur sports league, club, or association" does not include
18 private or public educational institutions.

19 (3) "Department" means the department of labor and industries.

20 ((+2)) (4) "Director" means the director of the department of
21 labor and industries, or the director's designated representative.

1 (~~(3)~~) (5)(a) Before May 20, 2003, "employer" means any person,
2 firm, corporation, partnership, business trust, legal representative,
3 or other business entity which engages in any business, industry,
4 profession, or activity in this state and employs one or more
5 employees but does not include the state, any state institution, any
6 state agency, political subdivision of the state, or any municipal
7 corporation or quasi-municipal corporation. However, for the purposes
8 of RCW 49.12.265 through 49.12.295, 49.12.350 through 49.12.370,
9 49.12.450, and 49.12.460 only, "employer" also includes the state,
10 any state institution, any state agency, political subdivisions of
11 the state, and any municipal corporation or quasi-municipal
12 corporation.

13 (b) On and after May 20, 2003, "employer" means any person, firm,
14 corporation, partnership, business trust, legal representative, or
15 other business entity which engages in any business, industry,
16 profession, or activity in this state and employs one or more
17 employees, and includes the state, any state institution, state
18 agency, political subdivisions of the state, and any municipal
19 corporation or quasi-municipal corporation. However, this chapter and
20 the rules adopted thereunder apply to these public employers only to
21 the extent that this chapter and the rules adopted thereunder do not
22 conflict with: (i) Any state statute or rule; and (ii) respect to
23 political subdivisions of the state and any municipal or quasi-
24 municipal corporation, any local resolution, ordinance, or rule
25 adopted under the authority of the local legislative authority before
26 April 1, 2003.

27 (~~(4)~~) (6) "Employee" means an employee who is employed in the
28 business of the employee's employer whether by way of manual labor or
29 otherwise. "Employee" does not include an individual who is an
30 athlete playing in an amateur sports league, club, or association,
31 whether or not the individual receives a stipend, educational
32 scholarship, or other benefits for playing.

33 (~~(5)~~) (7) "Conditions of labor" means and includes the
34 conditions of rest and meal periods for employees including
35 provisions for personal privacy, practices, methods and means by or
36 through which labor or services are performed by employees and
37 includes bona fide physical qualifications in employment, but shall
38 not include conditions of labor otherwise governed by statutes and
39 rules and regulations relating to industrial safety and health
40 administered by the department.

1 (~~(6)~~) (8) For the purpose of chapter 16, Laws of 1973 2nd ex.
2 sess. a minor is defined to be a person of either sex under the age
3 of eighteen years.

4 **Sec. 2.** RCW 49.17.020 and 2010 c 8 s 12005 are each amended to
5 read as follows:

6 For the purposes of this chapter:

7 (1) The term "agriculture" means farming and includes, but is not
8 limited to:

9 (a) The cultivation and tillage of the soil;

10 (b) Dairying;

11 (c) The production, cultivation, growing, and harvesting of any
12 agricultural or horticultural commodity;

13 (d) The raising of livestock, bees, fur-bearing animals, or
14 poultry; and

15 (e) Any practices performed by a farmer or on a farm, incident to
16 or in connection with such farming operations, including but not
17 limited to preparation for market and delivery to:

18 (i) Storage;

19 (ii) Market; or

20 (iii) Carriers for transportation to market.

21 The term "agriculture" does not mean a farmer's processing for
22 sale or handling for sale a commodity or product grown or produced by
23 a person other than the farmer or the farmer's employees.

24 (2) The term "director" means the director of the department of
25 labor and industries, or his or her designated representative.

26 (3) The term "department" means the department of labor and
27 industries.

28 (4) The term "employer" means any person, firm, corporation,
29 partnership, business trust, legal representative, or other business
30 entity which engages in any business, industry, profession, or
31 activity in this state and employs one or more employees or who
32 contracts with one or more persons, the essence of which is the
33 personal labor of such person or persons and includes the state,
34 counties, cities, and all municipal corporations, public
35 corporations, political subdivisions of the state, and charitable
36 organizations: PROVIDED, That any person, partnership, or business
37 entity not having employees, and who is covered by the industrial
38 insurance act shall be considered both an employer and an employee.

1 (5) The term "employee" means an employee of an employer who is
2 employed in the business of his or her employer whether by way of
3 manual labor or otherwise and every person in this state who is
4 engaged in the employment of or who is working under an independent
5 contract the essence of which is his or her personal labor for an
6 employer under this chapter whether by way of manual labor or
7 otherwise. "Employee" does not include an individual who is an
8 athlete playing in an amateur sports league, club, or association,
9 whether or not the individual receives a stipend, educational
10 scholarship, or other benefits for playing.

11 (6) The term "person" means one or more individuals,
12 partnerships, associations, corporations, business trusts, legal
13 representatives, or any organized group of persons.

14 (7) The term "safety and health standard" means a standard which
15 requires the adoption or use of one or more practices, means,
16 methods, operations, or processes reasonably necessary or appropriate
17 to provide safe or healthful employment and places of employment.

18 (8) The term "workplace" means any plant, yard, premises, room,
19 or other place where an employee or employees are employed for the
20 performance of labor or service over which the employer has the right
21 of access or control, and includes, but is not limited to, all
22 workplaces covered by industrial insurance under Title 51 RCW, as now
23 or hereafter amended.

24 (9) The term "working day" means a calendar day, except
25 Saturdays, Sundays, and all legal holidays as set forth in RCW
26 1.16.050, as now or hereafter amended, and for the purposes of the
27 computation of time within which an act is to be done under the
28 provisions of this chapter, shall be computed by excluding the first
29 working day and including the last working day.

30 (10) "Athlete" means a person who meets the eligibility standards
31 established by the national governing body or Paralympic sports
32 organization for the sport in which the athlete competes.

33 (11) "Amateur sports league, club, or association" means a
34 not-for-profit corporation, limited liability company, association,
35 or other group that sponsors or arranges amateur athletic contests,
36 games, meets, matches, tournaments, regattas, or other events in
37 which amateur athletes compete, and which supports or develops
38 amateur athletes for national or international competition in sports.
39 "Amateur sports league, club, or association" does not include
40 private or public educational institutions.

1 **Sec. 3.** RCW 49.46.010 and 2014 c 131 s 2 and 2013 c 141 s 1 are
2 each reenacted amended to read as follows:

3 As used in this chapter:

4 (1) "Athlete" means a person who meets the eligibility standards
5 established by the national governing body or Paralympic sports
6 organization for the sport in which the athlete competes;

7 (2) "Amateur sports league, club, or association" means a
8 not-for-profit corporation, limited liability company, association,
9 or other group that sponsors or arranges amateur athletic contests,
10 games, meets, matches, tournaments, regattas, or other events in
11 which amateur athletes compete, and which supports or develops
12 amateur athletes for national or international competition in sports.
13 "Amateur sports league, club, or association" does not include
14 private or public educational institutions;

15 (3) "Director" means the director of labor and industries;

16 ~~((2))~~ (4) "Employ" includes to permit to work;

17 ~~((3))~~ (5) "Employee" includes any individual employed by an
18 employer but shall not include:

19 (a) Any individual (i) employed as a hand harvest laborer and
20 paid on a piece rate basis in an operation which has been, and is
21 generally and customarily recognized as having been, paid on a piece
22 rate basis in the region of employment; (ii) who commutes daily from
23 his or her permanent residence to the farm on which he or she is
24 employed; and (iii) who has been employed in agriculture less than
25 thirteen weeks during the preceding calendar year;

26 (b) Any individual employed in casual labor in or about a private
27 home, unless performed in the course of the employer's trade,
28 business, or profession;

29 (c) Any individual employed in a bona fide executive,
30 administrative, or professional capacity or in the capacity of
31 outside salesperson as those terms are defined and delimited by rules
32 of the director. However, those terms shall be defined and delimited
33 by the human resources director pursuant to chapter 41.06 RCW for
34 employees employed under the director of personnel's jurisdiction;

35 (d) Any individual engaged in the activities of an educational,
36 charitable, religious, state or local governmental body or agency, or
37 nonprofit organization where the employer-employee relationship does
38 not in fact exist or where the services are rendered to such
39 organizations gratuitously. If the individual receives reimbursement
40 in lieu of compensation for normally incurred out-of-pocket expenses

1 or receives a nominal amount of compensation per unit of voluntary
2 service rendered, an employer-employee relationship is deemed not to
3 exist for the purpose of this section or for purposes of membership
4 or qualification in any state, local government, or publicly
5 supported retirement system other than that provided under chapter
6 41.24 RCW;

7 (e) Any individual employed full time by any state or local
8 governmental body or agency who provides voluntary services but only
9 with regard to the provision of the voluntary services. The voluntary
10 services and any compensation therefor shall not affect or add to
11 qualification, entitlement, or benefit rights under any state, local
12 government, or publicly supported retirement system other than that
13 provided under chapter 41.24 RCW;

14 (f) Any newspaper vendor, carrier, or delivery person selling or
15 distributing newspapers on the street, to offices, to businesses, or
16 from house to house and any freelance news correspondent or
17 "stringer" who, using his or her own equipment, chooses to submit
18 material for publication for free or a fee when such material is
19 published;

20 (g) Any carrier subject to regulation by Part 1 of the Interstate
21 Commerce Act;

22 (h) Any individual engaged in forest protection and fire
23 prevention activities;

24 (i) Any individual employed by any charitable institution charged
25 with child care responsibilities engaged primarily in the development
26 of character or citizenship or promoting health or physical fitness
27 or providing or sponsoring recreational opportunities or facilities
28 for young people or members of the armed forces of the United States;

29 (j) Any individual whose duties require that he or she reside or
30 sleep at the place of his or her employment or who otherwise spends a
31 substantial portion of his or her work time subject to call, and not
32 engaged in the performance of active duties;

33 (k) Any resident, inmate, or patient of a state, county, or
34 municipal correctional, detention, treatment or rehabilitative
35 institution;

36 (l) Any individual who holds a public elective or appointive
37 office of the state, any county, city, town, municipal corporation or
38 quasi municipal corporation, political subdivision, or any
39 instrumentality thereof, or any employee of the state legislature;

1 (m) All vessel operating crews of the Washington state ferries
2 operated by the department of transportation;

3 (n) Any individual employed as a seaman on a vessel other than an
4 American vessel;

5 (o) Any farm intern providing his or her services to a small farm
6 which has a special certificate issued under RCW 49.12.470;

7 (p) Any individual who is an athlete playing in an amateur sports
8 league, club, or association, whether or not the individual receives
9 a stipend, educational scholarship, or other benefits for playing;

10 ~~((4))~~ (6) "Employer" includes any individual, partnership,
11 association, corporation, business trust, or any person or group of
12 persons acting directly or indirectly in the interest of an employer
13 in relation to an employee;

14 ~~((5))~~ (7) "Occupation" means any occupation, service, trade,
15 business, industry, or branch or group of industries or employment or
16 class of employment in which employees are gainfully employed;

17 ~~((6))~~ (8) "Retail or service establishment" means an
18 establishment seventy-five percent of whose annual dollar volume of
19 sales of goods or services, or both, is not for resale and is
20 recognized as retail sales or services in the particular industry;

21 ~~((7))~~ (9) "Wage" means compensation due to an employee by
22 reason of employment, payable in legal tender of the United States or
23 checks on banks convertible into cash on demand at full face value,
24 subject to such deductions, charges, or allowances as may be
25 permitted by rules of the director.

--- END ---

1930 AMH LAB TANG 027

By Representative Manweller

HB 1930 - H COMM AMD

By Committee on Labor

1 On page 1, beginning on line 8, after "(1)" strike all material
2 through "institutions." on line 18

3

4 Renumber the remaining sections consecutively.

5

6 On page 2, beginning on line 29, after "include" strike all
7 material through "playing" on line 32 and insert "any individual for
8 the purposes of training or playing as an athlete for a team
9 affiliated with the Western Hockey League"

10

11 On page 4, beginning on line 7, after "include" strike all
12 material through "playing" on line 10 and insert "any individual for
13 the purposes of training or playing as an athlete for a team
14 affiliated with the Western Hockey League"

15

16 On page 4, beginning on line 30, strike all material through
17 "institutions." on line 40

18

19 On page 5, beginning on line 4, after "(1)" strike all material
20 through "institutions;" on line 14

21

22 Renumber the remaining subsections consecutively.

23

24 On page 7, beginning on line 7, after "(p)" strike all material
25 through "playing" and insert "Any individual for the purposes of
26 training or playing as an athlete for a team affiliated with the
27 Western Hockey League"

1

EFFECT: Provides that an employee does not include any individual for the purposes of training or playing as an athlete for a team affiliated with the Western Hockey League (rather than an individual who is an athlete playing in an amateur sports league, club, or association). Removes definitions of "athlete" and "amateur sports league, club, or association."

--- END ---

SAMEUL BERG

-and- CANADIAN HOCKEY LEAGUE

Plaintiffs

Defendants

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceedings commenced in TORONTO

AFFIDAVIT OF ANDREW J. ECKART
(Sworn February 20, 2015)

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