

**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 JEREMY GOTZMAN**

Sworn June 8, 2016

(Motion for Certification)

I, JEREMY GOTTZMAN, of the City of Ottawa, in the Province of Ontario, make oath and say:

## OVERVIEW

1. I am a former player in the Ontario Hockey League (“**the OHL**” or “**the league**”). As such, I have personal knowledge of the facts hereinafter deposed. Where my knowledge is based on information obtained from others, I have so indicated and believe that information to be true.

2. I played in the OHL for three seasons, first for the Erie Otters (“**the Otters**”) in the 2009/10 and 2010/11 seasons between August 2009 and January 2011, and then for the Peterborough Petes (“**the Petes**”) in the 2010/11 and 2011/12 seasons between January 2011 and December 2011. Attached hereto and marked as **Exhibit “A”** are my career hockey statistics.

3. My experiences while playing for two OHL clubs over three seasons, communicating with friends and teammates about their experiences, playing against every team in the OHL, and being completely immersed in the world of junior hockey, lead me to be qualified to discuss how the league operates and what factors are common to all OHL players.

4. In my three seasons with those two OHL clubs, I spent at least six and often all seven days per week with my teammates. I lived with another OHL player in Erie, and I went to school with other OHL players in both Erie and Peterborough. Some of my teammates on the Otters and the Petes told me about their previous experiences playing for other OHL clubs, while some of my teammates went on to play for other OHL clubs and told me about those experiences as well. Some of my teammates and friends had other friends across the league, and their experiences were also discussed and shared.

5. Before I joined the OHL, I played with the Burlington Eagles (“the Eagles”) of the South Central Triple A Minor Midget League, and many of my friends from the Eagles also joined various clubs across the OHL.

6. During our time together, my teammates and friends and I constantly discussed hockey. We discussed our coaches, our schedules, our remuneration, our sacrifices, the demands that were made of us, our sources of frustration, our objectives, dreams and fears. Over the course of these conversations, I learned that the roles of players across the OHL are largely identical. As such, I believe that my experiences in the OHL are fairly representative of the experiences of OHL players in general during the relevant timeframe, and that I am qualified to speak in generalities about the roles and experiences of players with all OHL clubs during the relevant timeframe.

7. The essential role of an OHL player is to be the best possible hockey player for his team. This includes: reporting to training camp in good shape; eating well, going to bed early, and staying fit throughout the season; attending all training sessions and practices; travelling on road trips; and being ready to play in all games when and as instructed by the coaching staff. There are additional expectations which are standard across the league, such as: wearing a suit to games, engaging with the community, interacting with the media, signing autographs, allowing the club to use our images for promotional materials, and generally maintaining the reputation of the club through good behaviour.

8. The basic OHL experience that was related to me by friends, teammates, and acquaintances was almost universal. The players were expected to play excellent hockey for their clubs. The players’ roles and responsibilities were the same. The clubs’ expectations of players were the same. The clubs’ means of disciplining and exerting control over players were the same. The benefits to the players were the same. The

benefits to the clubs were the same. Every player's goal was to be drafted to the National Hockey League ("the NHL"). Every club's goal was to win championships.

## **BACKGROUND**

9. I was born on April 2, 1993. I grew up in Burlington, Ontario. I completed my high school degree in the fall semester of 2013. I enrolled at Carleton University where I am pursuing a degree in general arts. This summer I will be working as the Director of Hockey Development for Apex Skating, a private hockey training facility. Currently I live on my own with my girlfriend in an apartment in Ottawa.

## **SCOUTED BY OHL CLUBS BEFORE THE DRAFT**

10. During the 2008/09 season, I played for the Burlington Eagles ("Eagles") in the South Central Triple A Minor Midget League. I was scouted by OHL clubs beginning in December 2008. I was 15 at the time. The scouts would come to my games. Scouts would call my agent Scott Russell to see if I wanted to play for their club. I received letters from clubs trying to recruit me. In the letters the club would describe what they could offer me if I decided to play for their team

11. Player agents would come to the games. Scott Russell approached me when I was 15. He agreed to represent me on the condition that he would receive a share of my signing bonus if I was drafted into the NHL. Other agents approached me while I was playing for the Eagles including Newport Sports Group and Paul Capizzano. I decided to go with Scott because I thought he would pay more attention to me than the player agents who had many clients.

12. I am aware of six Eagles players who were scouted and contacted by OHL clubs before the 2009 draft. I'm aware of my teammates being scouted because we were all

very close friends – having played with many of them throughout my childhood. We would contact each other whenever we got a call or a letter from an OHL club about recruiting us. One example is my friend, Steven Trojanovic, who went on to play in the OHL for Windsor, Peterborough and Guelph before enrolling at Queen’s University. We were reunited as teammates at Peterborough.

13. I was invited to visit with the Saginaw Spirit and the Guelph Storm prior to the draft in an effort to recruit me.

14. In December 2008, my father and I drove to Saginaw, Michigan to learn more about the Saginaw Spirit. This was a five hour drive. My agent had arranged this visit. I believe the club paid to put us up in a hotel for two nights. We had lunch with the Saginaw head coach, Todd Watson, at the Olive Garden. We attended two games. I was toured around the club’s facilities, the neighbourhood where I would be billeted and the high school I would attend if drafted.

15. The coach explained that he intended to make me a “top six” forward on the team, which meant I would receive regular ice time in every game. This is what every player wants – to be given a slot as one of the top players on the team. The coach also talked about the team’s success in placing players in the NHL, and the quality of incoming places such as Brandon Saad.

16. My father and I also visited with the Guelph Storm, where I met with coaching staff and toured the clubs’ facilities.

17. Some of my teammates on the Eagles also visited OHL clubs around this time. We talked about what happened during their visits, which was similar to what I experienced. As draft day was approaching, the Sault Ste Marie Greyhounds talked to my agent and said they wanted to make me their first pick in the second round of the draft. Before the

draft, teams would call a player agent to see if a player would agree to play for the team if they were drafted. Teams didn't want to waste a draft pick on a player who wouldn't report to the team. I did not want to live in Sault Ste Marie so my agent told them I was not interested and they did not draft me.

18. Nine of my Eagles teammates were drafted by an OHL club. In the draft, each Club selects players in turns out of the pool of eligible 15 year olds playing in the AAA Minor Midget leagues across Ontario. The draft takes place in April each year and goes for 16 rounds.

19. I was selected by the Erie Otters in the second round as the 28<sup>th</sup> overall player out of approximately 300 players. The Erie Otters did not contact me before the draft. I later learned that they thought I would have been selected before their turn in the draft.

20. Soon after the draft, I visited Erie with my father over a weekend in early May 2009. The team was having some kind of a banquet dinner, so I was able to meet the current players. I participated in a small training camp.

21. I also met the owner and general manager of the Otters, Sherwood "Sherry" Bassin.

### **THE STANDARD PLAYER AGREEMENT vs. NCAA SCHOLARSHIP**

22. Being drafted does not guarantee that a player will sign a contract with a club. The players who are drafted all know that they are likely to be eligible for an athletic scholarship to an American college in the National Collegiate Athletic Association ("NCAA"). This is the other main route to the NHL. The advantage of the NCAA route is that you can stay at home with your family from the age of 16 until you go to college. You can complete your high school degree in the usual course. This can be important

because, as I will describe, trying to do well in high school while playing in the OHL is very difficult. You can receive a full scholarship at an American university. You can also receive a university degree at the usual age whereas if you play in the OHL the earliest you will attend university is age 20 or 21. By going the NCAA route a player will also have a university degree to fall back on in the likely event he does not make it into the NHL.

23. All players who are considering a career playing in the OHL (and the same applies to the WHL and QMJHL) are fully aware of these two options. Our parents who are involved in all of our hockey playing careers have fully informed themselves of the options. There are also websites dedicated to explaining these options. Attached as **Exhibit "B"** is a page from a website called JuniorHockeyTruth.com, dedicated to educating players on these options.

24. Every OHL club that offers to sign a player to a Standard Player Agreement, and every player agent who represents players, knows that if the club does not offer an appropriate education package then the player may go to the NCAA.

25. The NCAA does not allow OHL, WHL and QMJHL players to play in the NCAA because it considers them to be professional players. All players know that signing a contract with an OHL club, or even attending a training camp tryout with an OHL club for more than 48 hours, will cause them to forfeit their eligibility to play in the NCAA. This is something every player considers when deciding whether to sign with an OHL club.

#### **CIRCUMSTANCES SURROUNDING THE SIGNING OF MY SPA**

26. Having been drafted 28th overall, I was considered a highly valuable prospect. The Otters and my agent started talks about my contract even before my training camp.

27. I received phone calls from Mr. Bassin throughout the spring while the Otters were discussing the contract with my player agent. Mr. Bassin explained to me that because I was a top prospect, I was eligible for a deal where I would receive four years tuition after playing just one game in the OHL. The usual education package provides one year of tuition for every full season played in the OHL. The Otters knew that if they did not offer me an acceptable tuition package, I could have decided to go to the NCAA where I would have received a US college scholarship. Because I was a top prospect and because I had the option to play for an NCAA hockey team, the Otters offered me this deal.

28. I signed the Standard Player Agreement (“SPA”) on June 22, 2009 which is attached as **Exhibit “C”**. I was 16 at the time. Schedule C describes the deal Mr. Bassin offered me for four year's tuition. The SPA including Schedule C was approved by the Commissioner of the OHL.

29. Based on my own experience and my contact with players, I am confident in saying that the OHL, as well as the WHL and the QMJHL, offer these education packages because they have to. Otherwise, the majority of the players would go to the NCAA. I do not believe that the leagues are offering these scholarships out of the kindness of their heart or because we play in an amateur student league. The scholarships are offered as part of the leagues’ desire to recruit the best players so the league will be competitive and attract fans and sponsors.

30. Mr. Bassin also provided me with a letter dated June 22, 2009 where the Otters agreed to provide me with additional compensation which was not included in the SPA. The letter, which is attached as **Exhibit “D”**, sets out an additional agreement which, to the best of my knowledge, was not disclosed to the OHL. The letter provides that “it is



also understood that this arrangement shall be kept confidential.” According to this additional agreement, I was provided:

- (a) An additional \$300 CAD annual towards the purchase of Player Career Ending Disability Insurance Premium for a total annual payment of \$800; and
- (b) \$1500 CAD to be dispelled annually upon entering college or university to a maximum of four years.

31. I received \$1,500 per year for the first two years that I went to university. At the beginning of the 2016 school year, my father contacted Mr. Bassin for the \$1,500. Mr. Bassin said that he wished to clear out his debts because of the pending bankruptcy of the Otters. He said he was going to give me the balance of \$3,000 in advance, which I received by cheque in September or October 2016.

32. The Otters offered me this additional agreement because I was a top prospect. All players know that some top prospects receive similar agreements. I believe all of the teams know that if they want to recruit a top prospect, they have to “sweeten the pot”.

#### **TYPICAL TRAINING CAMP FOR ALL OHL PLAYERS**

33. I reported to training camp on August 24, 2009. This is the process where the final team members are selected amongst the existing players who were on the roster in the previous year, the recently drafted 16 year old players, and undrafted players who were otherwise invited to training camp.

34. I believe there were 50 to 60 players at camp. We stayed at a cabin near Erie with 25 to 30 bunk beds.

35. We were all competing for one of four or five openings on the team. The reason there were only four or five openings is that most of the players came back from the previous season. However existing players from the previous year may be replaced by incoming players.

36. Recently drafted players have better chances of being selected to sign an SPA than undrafted players, but it is not guaranteed. Even signing an SPA does not ensure a place on the team. Sixteen year old players are regularly drafted, signed and then sent down to play in Junior "A" or Junior "B" leagues.

37. Training camp lasts for seven days. The days were very structured and all players did the same things each day, unless they were cut.

38. We would get up each morning at 6:30 am and have breakfast at the cabin. Head coach, Robbie Ftorek, would ensure we woke up and herded us throughout the day. We would then bus to the arena in Erie at 7:30 am. All players were expected to wear a collared shirt as a marking of professionalism.

39. During the beginning of the week, before most of the players were cut from camp, we were broken into four groups. Two groups would perform drills on the ice while the others worked out in the gym. On-ice drills were supervised by Mr. Ftorek and assistant coaches. Off ice drills were supervised by the assistant coaches, off-ice coaches and trainers, usually Brian O'Reilly.

40. On-ice drills began with a warm up and stretching, and then we would perform "flow" drills, skating drills, shooting drills, defensive zone coverage drills, and so on. This lasted for about 90 minutes. We were then given about 20 minutes to play around and shoot pucks.

41. The coach closely watched each players' performance in the drills. The team would later perform the same drills in every practice throughout the season.

42. After completing the on-ice drills, we changed into workout clothes and completed a 90 minute workout. This mostly consisted of weight and cardio training.

43. We then showered and got dressed for lunch. Next, we watched videos about league policies to do with hazing, drug testing, and other topics.

44. After lunch, we dressed for a scrimmage game. We had linesmen and referees. The games lasted for 90 minutes.

45. We then showered again and changed for dinner. Dinner was served at the arena. We were then bussed back to the cabin and socialized for a few hours before winding down for bed. There was a formal curfew.

46. The week continued in much the same way for the first three days, after which time players began being sent home. The group grew smaller and smaller.

47. By the end of the week the team was pretty well determined, with a few extra players still hanging on.

48. After training camp was over we then started to play in exhibition games. We had approximately eight exhibition games with the Niagara Ice Dogs. We played half in Niagara and half in Erie. Niagara is the closest OHL team to Erie and our historic rival. There were about the same number of spectators for the exhibition games as I later saw at regular season games.

49. The rookie players such as myself were given more ice time during these games to test us for the regular season, as were 3<sup>rd</sup> and 4<sup>th</sup> line players from the previous year.

50. Some players were cut during the exhibition season. The players who did not make the team during training camp or the exhibition season included existing players from previous seasons who were replaced by new prospects. For example, I replaced Josh Sidwell, who was a player in the 2008/09 season. Josh was “put on waivers”, meaning other teams could sign him, however the other teams declined and his career in the OHL came to an abrupt end.

51. I attended another Otters camp the 2010/11 season, and then a camp for the Peterborough Petes in the 2011/12 season. Based on my experience attending three training camps and based on my discussions and long-term friendships with many other OHL players from various teams, I am confident in stating that all of the events I have described with respect to training camp are typical of what happens at all training camps for all of the clubs in the OHL.

52. Attached as **Exhibit “E”** is the Peterborough Petes 2011 Training Camp Tentative Itinerary. It details structured activities throughout the day from 8:00 am to 6:15 pm. This schedule is very similar to what I have described above of the Otters’ camp, and I believe it accurately reflects the schedule of a typical OHL training camp.

## **SCHOOLING**

### ***Otters***

53. In my first year with the Otters, about nine players were still in high school. We all attended McDowell Senior High School, a large public school of approximately 4000 students.

54. The club required me to attend school. School was commonly viewed by the players as compulsory but a low priority. Few players took their studies seriously. For example, my teammate, Andrew Yogan, never completed high school despite playing in the OHL for four seasons. Other players squeaked by because teachers gave them relaxed deadlines and graded them more easily. One teacher admitted to me that my grade had been bumped up from a “B” to an “A” because I was a hockey player that deserved special treatment.

55. I remember there being exactly one team meeting in my first year with the Otters where the coaches explained the importance of completing high school. Otherwise, getting good grades and studying was never something that the coaches or general manager talked to us about during the season. The teams never asked us how we were doing in school or whether we had enough time for studying given our busy hockey schedule. Our hockey schedule did not include any dedicated studying time.

56. I am advised by my lawyers that Spencer Abraham swore an affidavit for the defence in which he explains at paragraph 19 how, during his time at the Otters, there were mandatory study hall sessions where “coaches and team staff supervised players while they completed their homework and school assignments” and that “coaches made sure all players stayed on top of their education and did well in their studies.” I never had this experience at the Otters. There was never any study hall sessions. There was no academic support from the coaches. There was no time for studying worked into the schedule.

57. Because of the early morning and afternoon practices and getting home in the evening between 7:30 and 10:30 pm every night, there was little time to study and we were tired by the end of the day.

58. On school days I was expected to get to the club's gym at 6:30 am for a 90 minute workout supervised by the trainer Mr. O'Reilly. We called this "breakfast club." It was an intense work out where Mr. O'Reilly directed and supervised us to make sure that we were trying really hard. We performed cardiovascular and weight training as directed by Mr. O'Reilly. Older players who were not in high school worked out later in the morning.

59. After the work out, I would use the hot tub and cold tub before making my way to school. School began at 9:30 am. School ended at 2:35 pm.

60. I frequently missed school on Thursdays and Fridays because of home games or away game road trips. Weekends were taken up with home games or long overnight away games. We sometimes got back from away games on Sunday around 3:00 to 4:00 am. We were expected to attend a workout at 6:30 am the following morning, and then go to school.

61. The level of education at the US school was far lower than at my high school in Burlington. My advanced grade 12 class in Erie covered the same material as my grade 10 math class in Burlington. I did not write one exam in my first semester of grade 12, which was unheard of at home. I was seldom assigned homework. My largest assignment in grade 11 came from my English class, where I was asked to list 50 things I wished to accomplish in life. I completed this in one sitting. The only subject that required me to study outside the classroom was math, but one of my courses was called "academic support" which was essentially a period in school to do homework from other classes. I spent this time receiving additional instruction from my math teacher.

### *Petes*

62. After I was traded to the Peterborough Petes in January 2011, I moved to Peterborough and was enrolled in Thomas A. Stewart High School. This meant I began

high school in Burlington, then moved to the school in Erie, and then to a third school in Peterborough.

63. In my experience, high school players are frequently traded in the OHL. During my time with the Otters, my teammates Chris Festarini, Brady Austin, David Broll and Jordan Coccimiglio were all traded during high school, and therefore attended at least three different high schools as a result of playing in the OHL.

64. I faced significant problems when transferring into the Peterborough curriculum. I took some of my courses through correspondence to catch up. By this time I had slipped into a depression and began isolating myself due to injuries. I also did not have a car which made attending school difficult.

65. I was required to attend class for three hours on Monday to Wednesday. The Petes had a home game every Thursday so the players prepared for the game at the arena every Thursday instead of attending school. On some Fridays we travelled to away games in which case we could not attend school. When there was not an away game we were supposed to go to school, but often chose to attend practice instead.

66. Despite how hard it was to go to high school while playing hockey in the OHL, I still ended the year with an 88% average. The teachers were easier on me to accommodate my hockey career. I also taught myself much of the curriculum.

67. I won an award for having the second highest average in the OHL at 88% but this didn't get me any additional ice time or opportunities on the team.

68. Based on my experience with going to high school while being a player in the OHL, I am confident in stating that, while I was playing, the clubs traded players while they were still in high school; the clubs required players to attend high school but not on

days when the teams have to travel or participate in away games; studying and doing well in high school was not a priority with the coaches nor was it seen as a priority by the players; it was very difficult to do well in high school because of the team's schedule; and for the majority of players their only priority was performing on the ice, not at school.

## **BILLETS**

69. I was assigned to a billet family in Erie when I first joined the Erie Otters. I was assigned to a billet family in Peterborough when I was traded to the Petes. I was fortunate to stay with supportive billet families. In Erie, another player, David Broll, also stayed with the same billet family. We had separate rooms. Our billet family prepared us most breakfasts and dinners, and did our laundry. Luckily, they were willing to lend us their van throughout the year otherwise we would have had to figure out some other way to get to the rink and to high school.

70. Other players had bad experiences. Some told me that they had to ask permission to eat food, that the pantry and cupboards were locked, that they were expected to prepare their own meals and do their own laundry. Many players felt like they were being watched and were worried that if they did anything wrong like breaching curfew, it would be reported to the coaches.

## **DAILY SCHEDULE – OTTERS**

71. The regular season consisted of 68 games. Thirty-four were played at home and 34 were played at another club's arena. This was the same for all teams. Games were usually on Thursday, Friday and Saturday. Practices took place on every day except game days and some Sundays. Workouts took place on Monday, Tuesday and Wednesday, and on Thursday if there was no game that night.



72. All players were expected to arrive on time for practices, workouts and games. We were given a schedule of practices, workouts and games at the start of the season. We also received an itinerary before every road trip that we were expected to follow.

### *Weeks with Home Games*

73. On weekdays, the high school students had to participate in a 90 minute workout which started every morning at 6:30 am. We called this "breakfast club." It was an intense work out where we were supervised by Mr. O'Reilly to make sure we tried hard. Players who were not in high school had a workout later in the morning.

74. For the high school students, school ended at 2:30 pm and team practice started at 3:00 pm at the arena. Transportation was not provided. Each day we would have to figure out a way to get to the arena for 3:00 pm and we couldn't be late.

75. Practice always involved getting dressed into our gear and going out on the ice where the coaches would take us through a standard set of drills for about 2 to 2 ½ hours. On Monday to Wednesday, the practice would run until about 5:30 pm. We would complete drills such as defensive zone coverage, power play, penalty kill and skill work such as passing and shooting.

76. The coaches ran the drills. Everything we did at the practice was directed by the coaches. We were given very specific instructions and were closely monitored.

77. After practice on Monday and Tuesdays, we were required to do another workout run by Mr. O'Reilly for 90 minutes in the gym, finishing around 6:45 pm. After showering and cooling down, we would leave the rink around 7:15 pm.

78. After practice on Wednesdays, we had team building exercises run by Mr. O'Reilly for 90 to 120 minutes. We would leave around 7:15 pm.

79. After some practices, we were expected to attend promotional events in which case I would not be home before 9:00 pm, and sometimes much later.

80. On Thursdays if we had no game we would have a practice from 3:00 pm to 4:30 pm, and leave by 5:00 pm. We could also meet with a sports psychologist or chaplain on Thursday evenings.

81. On Thursdays, Fridays and Saturdays if there was a home game, the entire day would be dedicated to preparing for the game. We had to be at the rink at 9:00 am. We would miss school if a home game took place on a Thursday or Friday. We would skate for 45 minutes in the morning, then undress, receive treatments from the trainer and leave around 12:00 pm. We would then return home to eat and nap. We would return to the rink around 5:00 pm with a mandatory time of 5:35 pm. We would have an initial skate around 6:00 to 6:15 pm.

82. We would then return to the locker room, where the coach would tell us who was playing that night or post the lineup.

83. Being "scratched" means that a player is not asked to play in a game, either due to injury or because the coach selected other players instead. We call the latter "healthy scratches" – they are not injured but "scratched off" the starting lineup. Five players were usually scratched and twenty would dress for the game. The scratched players would begin an intense workout at this time with the trainer, Mike Nelson, while the other players would dress and warm up. I was scratched many times.

84. Players who made the roster for the game would warm up, tape their sticks, have their skates sharpened, stretch, get dressed and generally prepare for the game. At 6:30 pm the coaches would come to the locker room to discuss strategy. From 7:00 pm to 7:20 pm we would warm up on the ice. We would receive a final talk from the coach at 7:20 and the game would begin at 7:30 pm.

85. During the game, the coach directed when each line should come on and off the ice. The coach determined who is on each line, and who is on the powerplay and penalty kill lines. The coach directs the style and strategy of play. The coach may instruct players to be more physical, to pick a fight, to play more defensively or offensively. All activities during the game are tightly directed, controlled and supervised by the club.

86. The game would conclude around 9:30 to 10:00 pm if no overtime. After the game, players would talk to the media if asked. We would then undress, cool down on the exercise bikes, stretch, discuss the game amongst ourselves, shower, put our suits back on and leave around 10:30 pm.

87. On Sundays, there would usually be a practice at 8:30 am for the 3<sup>rd</sup> and 4<sup>th</sup> lines and scratches. The star players were rested.

88. On weeks with home games, I estimate that players spent about 6 hours practicing, working out, showering, dressing or in meetings with the team on Mondays, Tuesdays and Wednesdays. On Thursdays when there was no game I estimate that players spent about 3 ½ hours practicing, working out, showering, dressing or in meetings with the team. On Thursdays, Fridays and Saturdays when there was a home game, I estimate the players spent about 8 ½ hours a day on practicing, working out, showering, dressing, in meetings and playing the home game. On Sundays, I estimate that approximately 15 of the players would spend about 2 hours at the morning practice.

89. In total, I estimate that in a week where we were playing home games the team as a whole spent 43 hours Monday to Saturday when we had 3 home games, 38 hours when we had only 2 home games plus about 15 players spent an additional 2 hours on Sundays. On top of this there were also regular community events and sponsorship appearances that were compulsory. I have also not accounted for travel time going to and from the rink and school.

### *Weeks with Road Trips*

90. We went on road trips every other week to play away games. These occurred between Thursday and Sunday. Road trips varied in distance and number of days away, depending on the location of away games. Most road trips involved two away games. We played games against every team in the OHL, however most frequently against teams in our division: London, Kitchener, Guelph, and Owen Sound.

91. We traveled to away games in a luxury coach bus. On weeks with a Thursday night away game, we left as a group around 11:00 am or earlier depending on the schedule. All the players had to be at the rink by a specific time to get on the coach bus. On road trips we were together as a team for the entire trip from the time of departure until return. We usually returned on Sunday morning around 4:00 am or 5:00 a.m., for a total of 65 hours of travel, practice and away games. On these weeks players were also with the team for about 18 hours from Monday to Wednesday for a total of 83 hours.

92. The travel distances for away games were very long. After playing a game we usually left that city around 10:00 pm and then slept on the bus through the night to get to the next city. We frequently crossed the border, which was slow, particularly with Russian and other European players being asked to answer more intensive questions.

93. Whenever we stopped for food on the road, we were expected to pay with our own money. The club would only pay for our meals when we got to the hotel.

94. My first OHL road trip is a good example of what normally happened when we travelled to away games. The players met at the arena in the morning on Thursday. We were required to make our own way there. We did not go to school that day. The rookies such as myself loaded the team's equipment – skate sharpener, medical equipment, etc – and the players loaded their own gear. The bus was divided according to seniority, with junior players at the front. The coaches always joined us on the bus and usually sat in the first few rows.

95. During the road trip we had very little contact with the coaches. Players would talk amongst themselves, listen to music, play video games, watch TV, or sleep. Players did not do school homework on the bus.

96. We drove all day to Sudbury, arriving at 9:00 pm. We had to cross the border. We dropped off our equipment at the arena and then drove to the hotel for a late night dinner. We slept and ate breakfast together at 8:00 am. We had free time until 1:00 pm. We then had a team meeting where we discussed the opposing team and ate our pre-game meal. We were required to stay at the hotel until 4:30 pm and then bused to the arena. We got dressed, warmed-up and played the Friday night game which ended at 10:00 pm. After the game, star players had media interviews coordinated by the club's media relations person.

97. After the game we then boarded the bus to Sault Ste. Marie. We arrived at 2:00 to 3:00 am. We slept late and then had our pre-game meal before beginning the pre-game warm-up. We played the Saturday night game which ended at 10:00 pm.

98. We then boarded the bus and drove 10½ hours back to Erie. We arrived at 9:00 am on Sunday, slept through the day, worked out in the afternoon, and went to bed early in time for the 6:30 am practice on Monday.

99. I had no energy for school work or anything else on Sunday. These road trips were exhausting.

### **DAILY SCHEDULE – PETES**

100. The players schedule with the Petes was similar to the Otters in the sense that we had a fixed daily schedule for practices, workouts and games, and an itinerary for away games. On the Petes the players devoted about the same number of hours to the team but some of the workouts and training took place at different times during the day than the Otters.

101. On Mondays to Wednesdays, there was a mandatory “breakfast club” workout every morning from 9:00 to 10:00am for players not in high school. The high school players went to school. I went to breakfast club because my high school courses were through correspondence. All players were required to attend another practice in the afternoon. We usually arrived around 2:00 pm and all the players were on the ice by 2:30 until 4:00 or 4:30 pm. After practice there would be workout until about 5:00 pm. We would leave the arena around 5:30 pm.

102. The practices were essentially the same as the ones I participated in with the Otters. We would do the same kinds of drills which were run by the coaches.

103. On Thursdays, the high school players did not go to school because every Thursday was home game. This involved a skate from 9:00 to 10:00 am. We had to be back at the arena by 4:30 pm. We had a mandatory team meeting at 4:45 pm where the

coach would discuss strategy. We then warmed up, taped the sticks, stretched, received treatments, and generally prepared for the game until 6:30 pm when we had a team warm up on the ice. During this time the scratched players completed a strenuous workout. The game took place from 7:00 to 9:30 pm and we left the rink around 10:00 pm.

104. On Fridays, we may skip breakfast club if we won the previous night's game or if we had a distant away game. There was usually an away game on Friday so we would meet at the arena, load the bus and depart anywhere from 8:00 am to 3:30 pm depending on the location of the away game. Upon arrival, we would unload the gear, warm-up and play the game ending around 10:00 to 10:30 pm.

105. If there was an away game on Saturday then, after the Friday night game, we would drive overnight to the next away game. We usually arrived in the early morning, drop off the equipment at the arena, and then sleep in a hotel. The next morning, we would wake up for a group breakfast and then follow the same pre-game schedules as described above. After the game, we would always drive home and arrive in Peterborough early the next morning.

106. Based on my experience in the OHL, I am confident in stating that the schedules I have described for the Otters and the Petes including the types of activities that the players perform at workouts, practices, pre-game preparation, game time, post game time, showering, dressing, community events, away-game routine, travelling, are typical of what all the players do and their schedules and what all the high school players do and their schedules, on every OHL team. While there may be some minor differences in the hours spent or the actual time of day when these events occur, the teams all follow the same type of schedule for the entire season.

## **BEING AN OHL HOCKEY PLAYER – PLAYING IN THE OHL**

107. I support this class action lawsuit because I believe players should be fairly compensated for their hard work, for their sacrifices, and for the risks they take.

### ***A: Services Performed By Players***

108. Every club in the OHL has the same expectations of their players. We are required to work hard at everything we do; to be in good physical condition; to attend all training, practices, games and travel; to be on time; to promote the team; to obey club rules and stay out of trouble; to do what the coaches tell us to do including the way that we play during games; and to be the best player that we can to help the team win games.

### ***B: Discipline***

109. Players on all teams are subject to disciplinary measures if we do not meet the club's expectations. The main form of discipline is the promise or threat of receiving less ice time or being scratched from games (i.e. not asked to dress for a game).

110. All OHL players want regular ice time because we are pursuing our dreams to have a career in hockey. It is impossible to establish yourself as a top player on a team without regular ice time. Unless a player gets regular ice time, you're unlikely to be noticed by the NHL scouts or to be drafted. Our coaches are well aware of this and use ice time to control our commitment to the team.

111. Ice time is not guaranteed to players. The amount of ice time is completely at the discretion of the coach.



112. All OHL players hope to get drafted in the NHL draft which occurs each year for players who are 18 or over. To get drafted, you have to be established as a top OHL player which means you need a lot of ice time. Because ice time is decided by the coach, players comply with all club rules and demands for fear of losing ice time.

113. There are other forms of discipline available to the clubs.

114. Players on both of the teams that I played with (and to my knowledge on every OHL team) may be scratched, sent home or traded to another team. Some players may be scratched for every game in an entire season. They are required to attend all practices, training, meetings, road trips and promotions, and they watch each game from the stands. Evan Accettura was one such player. He was kept notionally on the team for an entire season. He worked every day and received his \$50 per week, but never dressed for a single game.

115. When a player is scratched, they are required to complete rigorous workouts while the rest of the team warms-up for the game. This often included running stairs for an hour at a fast pace. This was a normal practice for all teams. It was normal to see the healthy scratches from other teams exercising before a game.

116. If a player is not performing up to the club's expectations, is not working as hard as the club expects or is complaining about a lack of ice time, the club may send the player down to play for a club in a Junior "A" or Junior "B" hockey league. The player must reports to that club or he will be cut from the OHL team. OHL players do not want to be sent down to the Junior "A" or "B" leagues because it is effectively a demotion and significantly impacts our chances of being drafted into the NHL. Players follow the rules, work hard and do not complain because we are afraid that there will be repercussions including being sent down to the junior leagues.

117. The ultimate form of discipline is being cut or placed “on waivers”. The club can cut a player at any time without any reason which means our career is over. In the SPA, the team’s right to cut a player is called “termination.” Being placed “on waivers” means a player is cut from the team, but the club also waives its exclusive rights over the player allowing other clubs to sign him at their discretion.

118. The clubs can also trade us at any time for any reason. Clubs will trade players if they are not happy with their performance or if they perceive the player to be a complainer. We have no real say into whether we will be traded or to which team we're going to be traded. This is a major concern for players because overnight you could be traded to a team at the other end of the country or province. It may be a team in a much smaller community at the bottom of its division with little chance of being noticed by the NHL. If a player refuses to report to his new team then his only other option is to quit hockey and go home. Some of the top prospects have “no-trade” clauses in their SPA’s. I did. In reality, these clauses do not matter because if you don't agree to the trade then you will be cut, or otherwise scratched or placed on the fourth line and unlikely to receive adequate ice time.

119. Being traded means that you had to move to another city, live with new billet parents, attend a new high school, and spend most of your waking hours with new teammates. Players are not necessarily given any warning before they are cut or traded. In my second year at the Otters, Mr. Bassin advised me on October 4, 2010 that I would be traded shortly, however it was not until January 10, 2011 – the day of the league-wide trade deadline – that I learned I was moving to the Petes. These months of uncertainty were difficult because, at 17 years old, I did not know whether to plant roots and build personal and professional relationships in Erie, knowing that I may be forced to move away on short notice.

120. On January 10, 2011, I was at school and called to the principal's office where the Assistant General Manager was waiting for me. He instructed me to immediately return to the arena to sign the trade paperwork before the trade deadline later that day. I ran to my girlfriend's classroom for a hasty farewell, and was then driven to the arena. There was no conversation about whether I wished to move to Peterborough. I understood that I was expected to waive my "no trade" clause or else I would be sent home or permanently scratched at the Otters, and never play another OHL game. I signed the paperwork without my parents or agent present, and was then sent home to pack my belongings. My parents drove me to Peterborough the following day.

121. In summary, the clubs have disciplinary measures available to them including loss of ice time, being scratched from the game, being sent down to the junior leagues, being traded, and being cut/terminated. Every player is aware that all of these options are available to the club, and in particular the general manager and head coach, at their complete discretion. The existence of these disciplinary measures is part of the day to day environment in which all players perform services for their clubs in the OHL.

122. In this context it is important to understand that every OHL player and our families have invested enormous amounts of time and money for players to reach this point in their hockey career. There is a tremendous amount of pressure on all players not to jeopardize their OHL career after everything that the player and his family have done to get them to this point. Players are always concerned about satisfying their clubs' expectations, not only to pursue their own career but because of their parents' expectations and investment in their sons.

123. The coaches are aware of the pressures that are on the players and know that their ability to discipline the players keeps the players committed to meeting the clubs' expectations.

**C: *It's Work***

124. There's a common saying among veteran players when talking to the new rookies, "you're smiling now but you won't be smiling by Christmas."

125. The rookies join the teams at age 16 all smiles, proud and happy to have made it to the OHL. But after the first four months the smiles are gone when the reality of the daily grind and pressures to perform have set in.

126. Part of this is the sheer level of work required of every player in the OHL. Given the demanding, repetitive daily schedules and long away game road trips, the commitment made by the players can only be described as work. We are also constantly reminded by our coaches to work hard or to work harder. For myself and all of my teammates, every moment of every day was focused on playing hockey, getting more ice time, staying in shape, going to bed early – all to improve our game day performance. Playing in the OHL is a full time sacrifice.

127. The full time sacrifice is not just about daily workouts and practices and demanding travel commitments. It also includes moving away from home at age 16, leaving behind your family, your friends, your high school, your home town and everything you had ever known. You move to a town where you do not know anyone, away from your parents for the first time in your life, where you are boarded in a home with a billet family who are strangers to you. You are isolated from everything you know. All you have is your work – that is to perform for your club playing hockey.

128. Players are expected to perform in many new ways. Players are now playing in rinks for huge audiences surrounded by fans and the media. The games are televised. There are reporters who want to interview you. There are sponsors using your image in photographs, on websites, and in a video game.

129. You have to dress the part by wearing a jacket and a collared shirt going to and from games. You have to participate in community events with sponsors. You are no longer a kid playing hockey for fun. You are now part of an organization which has high expectations that you will perform both on and off the ice.

**D: *Work – The Paycheque***

130. We would be paid every two weeks. I call it a “paycheque” because that’s how all the players thought of it and that’s how the palyers referred to it. It is also how the coaches referred to it when telling us that our paycheques were ready.

131. My SPA provided that I was to be paid \$50 per week. I was paid by cheque every two weeks. Payroll deductions were taken off my paycheque so I only received somewhere around \$88 biweekly in Erie and \$92 to \$94 biweekly in Peterborough. My friends who played on other OHL teams including Saginaw, Mississauga, and Guelph also had deductions taken off their paycheques.

132. I considered my paycheque to be compensation for the services I performed for the team. So did my teammates.

133. There was a common feeling among the players that I played with, and the players on the other teams that I knew, that \$50 a week was not enough for our sacrifices and hard work. We all viewed the \$50 a week as a joke because it was insignificant and did not even cover the bare necessities of living. It did not cover expenses from my cell phone, lunches at school, clothing, transportation and any kind of recreation like going to the movies. There were often grumblings in the dressing room when pay cheques were being handed out but we were afraid to say anything about it for fear of being disciplined.

134. When I was playing in Peterborough, my teammates would come hang out in my billets' basement. It became a common social meeting spot for OHL players. A common topic of discussion was how unfair it was to pay us so little for the amount of work we were doing.

135. All of the players in the OHL know that if they play for a team in their overage year (20 year olds), then the weekly fee goes up from \$50 to \$150 a week. Being an overage player is generally reserved for the best players who were not drafted to the NHL. They are older and more experienced and tend to take on leadership roles, however their duties are the same as every other player, yet they get \$150 a week while everyone else only received \$50.

***E: Work – Risk of Physical Injury***

136. Part of the environment in which we perform our services for the clubs as OHL players is that all players have to accept the risk of physical injuries and pressures to fight in games.

137. Players are routinely injured during their time in the OHL. Some receive short-term injuries while others receive permanent injuries like concussions, orthopaedic injuries such as fractured bones, and others career ending injuries. Being injured while playing in the OHL is a fact of life for every OHL player.

138. I missed the first three months of my rookie season due to injury. As a result of intensive training, two inches of scar tissue had built up in my quads which impeded the reabsorption of lactic acid. This limited strenuous exertion and caused a great deal of pain. I received daily massage therapy for many months thereafter. Through the recovery period, one of the "healthy scratches" was called onto the team to replace me. I was paid through my recovery period.

139. Later in my first season with the Otters, we played the Ottawa 67s when an opposing player leaped towards my head as he checked me hard into the boards. I felt what I later learned were concussion symptoms. I was taken off the ice to the trainer's room where the trainer examined my eyes. I was dizzy and disoriented, however the coach asked me whether I was ready to play. Having missed much of the season to injury and beginning to receive regular ice time, I did not dare to refuse the coach. I returned to the game where the goalie badly "clotheslined" me with his arm. Again, I fell hard to the ground. My dad came to see me after the game because he was worried.

140. In the first round of the playoffs against the Windsor Spitfires (who went on to win the Memorial Cup as the top team in the CHL), Richard Panik (now a NHL player) checked me hard with an elbow to the head. My head collided off the glass and I fell to the ice. I crawled to the bench, short of breath, disoriented and confused. From that moment onwards, I noticed a personality change in myself. I felt perpetually exhausted and irritable. I had problems with memory, focusing and word recollection.

141. In the final game of the series against the Windsor Spitfires, I somehow ended up in a fight against the opposing captain, Harry Young. He was a notorious fighter in the league, and went on to the role of enforcer in the AHL. He was much larger than me and I did not wish to fight him, however he grabbed me and if I pulled away my head would be exposed to a clear shot from his fists. I struggled for a few moments and took numerous blows to the head. The crowd cheered. The referees and linesmen let the fight proceed. After the fight, I returned to the bench and my coach, Mr. Ftorek, congratulated me. He very rarely expressed support but on this occasion said something to the effect of, "You're a crazy kid. Good for you." Attached as **Exhibit "F"** is a video of my fight with Harry Young.

142. I had a significant bruise on my head where Mr. Young punched me. I had severe concussion symptoms immediately thereafter. I remember sitting in the penalty box feeling sensitive to light, the crowd sounded dull and distant, my motor skills were imprecise. I felt inebriated and unable to focus.

143. The trainer did some sort of examination for concussions symptoms and cleared me. I had a terrible headache for months thereafter. I medicated myself with Advil. From this point onwards, I fell into a depression. I was irritable, anxious, impatient, and impulsive. My way of coping was to chew tobacco heavily.

144. In January 2011, I was traded to Peterborough where I initially received minimal ice time. In February I capitalized on one opportunity to demonstrate my talent. I was then given more ice time and put on the powerplay shift. This was the first time in my career that I felt valued by my club as a skillful player with more to offer than brawn. I established myself on the first line for about 10 games, until a game against Brampton when I was hit hard and separated my shoulder. I recovered for two weeks, at which time the season was nearly over.

145. Over the summer, possibly as a result of intense training, I developed a cyst on my tailbone that required surgery and daily care thereafter for two months. I missed training camp and played during one exhibition game in August 2012, while receiving daily care. By the time I returned to the team, I had been placed on the fourth line again. I received no real ice time until Christmas, at which point I left the OHL. The Burlington Cougars, a Junior "A" team, paid Erie \$1,500 for my rights, where I then played for several seasons.

146. By the end of my career, I had sustained many injuries that continue to trouble me. I must see an eye specialist for therapy. I must wear prism glasses because my eyes no longer work together as a result of my head injuries. I have received MRIs, CT scans, and x-rays on my vertebrae. I have received treatment from an athletic therapist, massage



therapist, osteopath, psychologist and cognitive behavioural therapist. I take Seroquel and melatonin every night in order to sleep, and only recently was able to stop taking daytime medications. I have developed tunnel vision in crowds. I have been diagnosed with general anxiety disorder, post-traumatic stress disorder (largely related to the Harry Young fight), a panic disorder, obsessive compulsive disorder, attention deficient hyperactive disorder, and claustrophobia. I struggle with anxiety and depression all the time. I have trouble with memory and focusing my thinking, which has made reading and schooling difficult. This, in turn, contributes to feelings of frustration, anxiety and depression.

***E: Work – Players Are Expected To Fight***

147. Every team has players whose role is to be the fighter for the team. One way to get more ice time is to become known as a fighter. Other players on the team are expected to fight if a player on the opposing team takes them on. Coaches expect their players to fight. If you don't fight you can be benched and be penalized with less ice time. If you do fight players can be rewarded with more ice time.

148. Fighting can often can be brutal, with serious risk of injury including concussions. Often young players have to get involved in fights with the older players who because of their age and their years in the league are much bigger and stronger. This can be a frightening experience for the younger players. Fighting is part of the services the players are expected to provide to their clubs. Fans always cheer loudly for fights. It is part of the entertainment that fans come to see. There are even websites such as DropYourGloves.com and HockeyFights.com that post videos of and rank fights from the OHL, WHL and QMJHL.

149. During my years playing in the OHL I was expected to fight and encouraged to do so by my coach, and rewarded with more ice time.

***F: Work – It's a Professional League***

150. The NHL has a draft every year in June where players aged 18 and over are selected, including some OHL players. If a player then signs the NHL standard player agreement, he will receive a generous signing bonus but may continue playing in the OHL for another two years. The signing bonus is usually in the hundreds of thousands of dollars.

151. The level of coaching in the OHL is comparable to the NHL. My Otters coach Robbie Ftorek was previously an NHL coach and player. My Petes coach, Mike Pelino, was previously an assistant coach in the NHL.

152. The OHL is often described by players as a “mini-NHL”. The OHL regular season is almost as long as an NHL season; the OHL players 68 games and the NHL players 82, in addition to exhibition and post-season games.

153. Most of the games I played for the Otters and the Petes, either at home or away games, were in arenas that were sold out or nearly sold out with thousands of screaming fans. These games had all of the same features that you would normally see at an NHL game. There were professional linesmen and referees. The arenas could hold up to 10,000 fans that paid for admission. There were many different corporate sponsors featured in ads all around the rink, as well as contests and giveaways. The fans could purchase food and alcohol at the games and buy club memorabilia. The games were broadcast over the television, radio and the internet. Many reporters would cover the games. The teams all had a mascot and entertainment in between periods. If you didn't know any better you would not be able to tell the difference between an OHL game and an NHL game, except maybe the size of the players, given our ages.

154. I considered myself to be a professional or semi-professional hockey player. I believed this because we were expected to behave in a professional manner, because the teams were run as businesses, because we played hockey on a full-time basis, and because we were paid to do so.

155. "Semi-professional" is a term used by players that just means we were a step below the American Hockey League ("AHL") and NHL in terms of level of competition, and because our league had an age limit and we were only paid \$50 per week. (The AHL is the farm system of the NHL where players are paid significant wages).

**G: *Is the OHL a Development League?***

156. In this lawsuit the OHL claims that the primary purpose of the league is to offer all OHL players an opportunity to be part of a hockey development program. If the OHL means that a small number of players improve their skills in the OHL so that they can go on to play NHL hockey, then I would agree. However, the league and its member teams do not exist to operate a hockey development program, in the sense that the focus or goal is improving each players' hockey skills through one-on-one training, feedback, a fair share of ice time and teaching. That is not what playing in the OHL is all about.

157. Playing in the OHL is about winning. It's about high level competition to attract fans and generate revenues. Every coach at every club has only one goal in mind and that is winning, not player development. Every practice and every game is about what the team can do to win more games. Everything the coaches do, every decision and every instruction to players, is designed to win games.

158. Players receive a lot of ice time or very little ice time based on the club's goal of winning games. When clubs are not giving a player enough ice time, the player may be

sent down to an inferior league to receive more ice time and develop as a player without interfering with the OHL team's chances of winning.

159. The OHL and the NHL use the term "hockey development" in a similar way. Players in the NHL are sent down to affiliated teams in the AHL to get more ice time so they can develop their skills. The OHL does the same thing with Junior "A" and "B" leagues.

160. I was an offensive player (a "forward"). Teams generally have four lines of forwards. The first two lines play regularly each game. These are called the "top six forwards." The third line will usually enjoy a few shifts each game, while the fourth line may play only one or fewer shifts per period. Certain players are also designated to "power play" and "penalty kill" shifts, which are important shifts assigned to top players. There are two lines of defencemen who are considered the top four defencemen.

161. The top six forwards and the top four defencemen are selected based on the coach's opinion of which players are the best players on the team. The players are not assigned these slots so that they can develop or improve their skills by playing a lot of game time. To the contrary, the players who need the most ice time to improve their skills and develop, actually get the least amount of ice time. Those players are on the third and fourth lines where they play little, or they are scratched and do not play at all.

162. As I have said earlier, some players get scratched for every game or for most games in an entire season. It is difficult for a player to develop and improve if they don't even dress for the games.

163. When I played for the Otters I was generally on the fourth line and received only one or two shifts a game, or I was scratched.

164. There was a general understanding amongst the players in the league, including on the teams I played for, that in order to get more ice time, you had to impress the coaches when given the opportunity, whether it was scoring goals, preventing goals, or being especially physical with checking and fighting. Every player understood this.

165. One thing is for certain: the coaches did not make a point of giving all players equal ice time so that we could all “develop” our hockey skills as part of a league-wide program to develop us as hockey players.

166. The third and fourth lines on every team are often referred to as “grinder” lines, meaning they are not valued by their club for their skill but rather their ability to exhaust or punish the opposing side with physicality. When I was on the fourth line, the coach did not seem to care if we scored or even paid attention to the puck so long as we physically confronted the other team.

167. In terms of feedback (which presumably would be part of assisting players to improve their skills as part of a development league), it would usually work like this. In one game at Sault Ste. Marie I took an unnecessary penalty by hitting an opposing star player, Daniel Catenacci, which allowed the other team to score during a powerplay. My feedback was to be punished by sitting on the bench for the following 10 or so games. The coach did not sit me down and explain what I had done wrong or how to improve. He just benched me without comment.

168. Other times feedback would consist of the coach coming into the locker room after a game we lost and singling out players by screaming at them for whatever the coach didn't like about the way they played that night. The managers and owners may also scream at players on occasion.

169. I have discussed with my lawyers the affidavits of Andrew Agozzino, Jordan Binnington and Spencer Abraham which were filed by the defendants.

170. Andrew Agozzino explains at paragraphs 22 to 23 that the players at the IceDogs had “constant access to ice time which allowed us to develop our skills continuously and consistently. We had amazing training staff, hockey staff and coaching....I am extremely confident that I would not be the successful hockey players I am today without the hockey development I experienced playing in the OHL.” Jordan Binnington has the identical language regarding the Owen Sound Attack in his affidavit at paragraphs 22 to 23.

171. Both of these players were stars on their teams. Andrew Agozzino was drafted in the first round of the 2007 OHL. Jordan Binnington was drafted in the second round of the 2009 OHL. Both were drafted into the NHL, signed NHL contracts and played games in the AHL while still members of OHL teams. As star players, they were no doubt given ample ice time and received careful coaching and mentorship. Clubs nurture their star players. Clubs also nurture their top draft picks because, if those players don't succeed, then it reflects poorly on the club.

172. The star players on any team will report that they received ample ice time and were treated well. Connor McDavid or Steven Stamkos or Wayne Gretzky would say the same thing.

173. Spencer Abraham explains at paragraph 15 that he “was no longer receiving much ice time as [he] would have liked because other players had surpassed [him] in skill level and development,” so he requested a trade to the Otters where he would “receive more ice time and a better opportunity to showcase [his] talents and prove [him]self.” I grew up playing against Spencer and know him personally. He was never a top-level player and he openly expressed his surprise to be playing in the OHL. Other players including

myself were also surprised. His affidavit at paragraph 8 indicates that a family friend was the general manager of the club that signed him. Far from a top-level player with serious ambitions to join the NHL, it makes sense that Spencer's affidavit expresses gratitude to the OHL. He was fortunate to be playing in the league at all.

***H: Are the Players Interns, Trainees, Or Apprentices?***

174. OHL players are never referred to by their coaches, fans, or teammates in these terms. I'm not aware of any player who has ever thought of himself as an intern or apprentice. I was never aware that I was part of an apprenticeship program. I viewed myself as a professional or semi-professional hockey player, as did the other players.

175. Teams do provide players with training in the sense that we go to practices. But we are not participating in a training program designed to train us to become professional hockey players. We are playing in a competitive league where our role is to win games.

176. To the extent that we do receive training in playing hockey, these skills are only used by players and not by the coaches or other employees of the club.

177. The players do not replace other employees of the club unless you accept that hockey players are employees. New draft picks who make the team and players who show promise regularly replace other players from the team.

178. The training we receive in practice and playing in the league has no comparison to what a hockey player can receive in a vocational school. I'm not aware of any colleges or universities that even teach hockey.

179. To the extent that players in the OHL are trained by their clubs, the training is designed primarily for clubs to win games. Winning games primarily benefits clubs and

not the players. It benefits the clubs because of improved standing, potential to win divisions and championships, increased attendance and sales, and ultimately increased revenues.

180. The clubs benefit from the services performed by the players. The benefits to the teams are obvious. There would be no club without the players. It is the players who attract the fans to the arenas and who attract all of the associated revenue sources such as sponsorship, broadcast revenues, video games, and so on. No matter how you look at it, it is impossible to say that OHL teams "derive little, if any, benefit" from the players.

181. Players are told they will be paid for the time spent on an OHL team. As I said before, all players received a paycheque. Also, the education packages or "scholarships" are connected to playing for the team, so in that sense we are told we will be paid for the time we spend on the team as well. I am informed that the OHL changed how they pay players around 2014. Now players are no longer paid a "fee" – it is called reimbursement for expenses.

**DOES THE STANDARD PLAYER AGREEMENT ACCURATELY IDENTIFY  
WHAT ALL TEAMS EXPECT OF THEIR PLAYERS?**

*Exceptional Skills and Abilities*

182. The SPA at 1(b)(i) describes me as having "exceptional skills and abilities". I believe this to be true of myself and all players competing at the extremely demanding major junior level.



***Player Gives Services to Best of Abilities***

183. The SPA at 4.1 requires that I provide my services to the best of my abilities as a hockey player in all games leading to the championship of the OHL. I did so. I knew what was expected of me, as do all players. I attended all training sessions, practices and games – where I pushed myself to my athletic peak. I ate well. I slept as much as possible. I took hockey extremely seriously and dedicated every day of the season to improving my performance.

184. Every player understands that they are competing at a high level and must work exceptionally hard to distinguish himself to NHL scouts. Players who do not work hard will not be given ice time and continue with the team, so everyone prioritizes hockey in their life.

***Report to Training Camp in Good Physical Condition***

185. The SPA at 4.2(a) required that I report to training camp in good physical condition. I did so. My parents had paid for a personal training and on-ice coaching to keep me in peak shape during the off-season. This is a common practice for players. We were also subjected to fitness testing (running three miles, weight testing, etc.) in the weeks prior to training camp. We all understood the expectation to arrive at camp in top physical form.

186. The OHL is a fast-paced and physical league. All players were required to stay in top shape in order to compete.

***Play Exclusively for the Club***

187. The SPA at 4.2(c) required that I not play for another club. I understood that after signing the SPA, I could not play for other teams. This was common knowledge and obvious to all players that signing with one club meant you would only play for that club.

***Participate in Promotion Events***

188. The SPA at 4.2 (d) and (i) required that I cooperate with and participate in promotional activities sponsored by the Club. All players knew this was something that they were obligated to do. Players had no discretion to decline a promotional event if the club asked them to do it. And in addition to formal events, we all knew that being part of an OHL team carried a certain celebrity. Some of my teammates were plastered across billboards in town. We frequently saw our team covered in news stories. We understood that part of being an OHL player is an obligation to interact with the community, generate goodwill for and interest in the team, in hopes of getting the community to support the club by attending games and buying merchandise.

189. I attended numerous promotional events. I remember signing autographs in Taco Bell, baking lunches for a food drive, attending a kid's play facility and numerous restaurants. Some of the sponsors provided food and other goodie bags for our road trips. In exchange, we would frequently hang around their restaurants; they seemed to enjoy interacting with the players and regarded us as celebrity athletes. On other occasions, we had to play games to entertain the sponsors – I remember one event involving a version of "hot potato" passing around t-shirts with silly jokes printed on them.

190. Attending promotional events was a normal part of being an OHL player. All clubs make efforts to engage the community and court sponsor by having players attend events.

191. I am advised by my lawyers that Spencer Abraham swore an affidavit for the defence in which he explains at paragraph 20 how players “were not required to attend or participate” in community events. My experience at the Otters was that these events were mandatory.

***Behave with good standards of honesty, morals, fair play***

192. The SPA at 4.2 (e) required that I behave with good standards of honesty, morals, fair play. I knew there were standards about being a good person in the community and not making the Club look bad. We were shown videos at training camp explaining the zero tolerance policies towards hazing, underage drinking, drug use and so on. The players all understood that they were expected not to get into trouble. This was common knowledge across the league.

193. We were also expected to know and generally abide by the on-ice rules, however hockey also involves minor deviations from the rules such as fighting, which is sanctioned with penalty minutes.

***Use of Equipment and Supplies***

194. The SPA at 4.2(f) required that I only use the club’s equipment. This was strictly enforced. While at Erie, I was not allowed to use my own equipment. The skates provided to me were damaged and I wished to use my own skates, however the club did not allow it. They promised me a new pair of skates but delayed providing them because, by that time, they were planning on trading me.

### ***Use of My Image***

195. The SPA at 5.1 to 5.6 provides that the Club and OHL may use my likeness, image, statistical record, biography and autograph. I understood that the Club could make use of my image. I was never explained the legal intricacies, but it was a common sense conclusion because photos and videos were being taken of me and I saw images of other OHL players being used for commercial purposes. I know that my likeness and statistical record are in a video game as well.

196. Use of image was obvious to all players. When travelling to games, we would all see the star players in banners hanging from the arena, in posters around town, in magazines, advertisements, printed on tickets and brochures, and elsewhere. This kind of attention was part of the fun in playing in a high-level competition.

### ***Medical Examinations***

197. The SPA at 6.1 requires me to obtain a medical examination. My Club sent me forms which I filled out with my family doctor at home, and forwarded a copy to the team. I knew the club required me to obtain a complete physical examination once per year. This was standard for all players.

### ***Best Reasonable Efforts to Pursue an Education***

198. The SPA at 4.2 (g) required that I make reasonable efforts to pursue an education. I managed to complete my education despite missing two to three days of schooling per week on road trips, despite changing schools three times across countries with different curricula, and despite devoting full-time hours to the Club from August to March. My club made schooling difficult and I only credit myself for performing as well as I did.

199. There was a league-wide understanding amongst players that the OHL require players to attend high school until graduation.

***Other expectations and restrictions***

200. We were expected to be available for any game and practice. This meant closely following the schedule, never being late, never delaying travel, having your passport and work permits, and generally staying organized, professional and prepared. This was common knowledge across the league as all teams practiced, played and traveled according to a demanding and carefully itemized schedule.

201. Players were randomly drug tested. After a game, a drug tester could come to the dressing room and require a random player to provide a urine sample. All players were aware that this was a possibility. We would see players get tested on occasion, and the topic of drug testing might come up at parties or other social events where players might encounter marijuana.

202. Peterborough installed a curfew that required players to leave a voicemail message on the coach's phone every night, had to call to coach's voicemail every night. I know other teams had this system in place as well.

***Termination***

203. The SPA at section 12 provides that players may be terminated from the Club in four situations: if the player defaults, neglects or refuses to provide the services required by the SPA, if the player violates the rules of the club or OHL, if the player lacks the requisite skill to play in the OHL, or if the player is suspended from the OHL for one year or more. The third situation is written as follows:

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.

I believe section 12 means that a club can cut a player if the club decides in its sole discretion that he is not playing well enough to be on the team.

204. All players knew that they could be scratched or sent home if they did not perform at a sufficient level.

### **OBSTACLES TO CURRENT PLAYERS BEING REPRESENTATIVE PLAINTIFFS**

205. Based on my experience playing in the OHL, the chances of a current OHL player agreeing to become a representative plaintiff in a class action against his club is nil. Almost every player would be worried that if he sued his club, he would be blackballed as a troublemaker or terminated. No current player is going to jeopardize his entire hockey career by suing his club even though he may be in favour of the proposed class action.

206. Players in the OHL are closely scrutinized by the clubs, as well as the league and commissioner. From the start of the rookie season, players are socialized into believing the idea that they are part of a hierarchical, almost militaristic organization, and expected to dutifully follow all rules and satisfy all expectations. Players are also instilled with the idea that they should be grateful to play in the OHL, and the opportunities the league provides can be taken away on a moment's notice (i.e. cut or terminated).

207. Players would be worried about suing their club from fear of being characterized by the clubs and coaches as a traitor to the team. The possibility of being singled-out by

the club or the commissioner for a perceived wrong would be highly intimidating to most players.

208. Attached as **Exhibit "G"** is a copy of a letter which appears to be from the commissioners of the OHL, WHL and QMJHL. My lawyers advise me that this letter was sent to all current players. This letter is consistent with how the OHL exercised powers over players during my career. The clear message from this letter is "stay away from the class action". If I were a current player, aged 16 to 19, I would be intimidated by this letter and likely avoid the class action.

209. For similar reasons, players would be reluctant to disclose their identities in a player survey arranged by my lawyers.

#### **OBSTACLES TO FORMER PLAYERS BEING REPRESENTATIVE PLAINTIFFS**

210. Former players with whom I've spoken are reluctant to sue their clubs because they are worried it could jeopardize their scholarships and harm their hockey careers.


211. Former players still participate in the hockey community such as playing in small professional leagues or collegiate hockey. The coaches, scouts, and management at most universities and in most professional leagues all know each other and all talk to each other. If a former player were to sue his club, then his role on a college hockey team or on a professional team could be in jeopardy because of the pressures the OHL teams can exert on coaches and general managers, and because it would not be seen as a popular decision by the hockey establishment.

212. For the same reasons that current and former players are reluctant to be representative plaintiffs, I believe it is necessary for players' identities to be kept

confidential for them to be willing to participate in a survey. I have encouraged my friends who are former players to do the survey and they want their identities to remain confidential.

204. I make this affidavit in support of the motion for certification and for no improper purpose.

SWORN BEFORE ME at the )  
City of Ottawa Toronto, in the Province of )  
Ontario, this 8 day of June, 2016 )  
)  
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\_\_\_\_\_  
(A Commissioner, etc.)

  
\_\_\_\_\_  
JEREMY GOTTMAN



HOME STATS STANDINGS SCHEDULE / SCORES PLAYOFFS ROSTERS NEWS THE OHL SPECIAL EVENTS

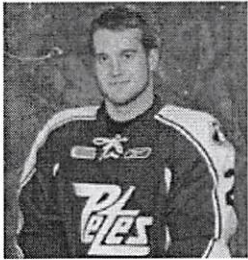
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OFFICIAL SITE OF THE ONTARIO HOCKEY LEAGUE

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# Jeremy Gottzmann

Peterborough Petes



**Name** Jeremy Gottzmann  
**Number** 22  
**Position** Centre  
**Shoots** Left  
**Height** 5.08  
**Weight** 175  
**Birthdate** April 2, 1993  
**Hometown** Burlington, ON

This is Exhibit "A" referred to in the affidavit of Jeremy Gottzmann sworn before me, this 8th day of June, 2016  
[Signature]  
 A commissioner for taking affidavits

## Regular Season

VIEW STATS BY GAME

Season	Team	GP	G	A	PTS	+/-	PIM
2011-12 Regular Season	Peterborough Petes	19	0	2	2	-7	18
2010-11 Regular Season	Erie Otters	37	1	5	6	-1	2
2010-11 Regular Season	Peterborough Petes	23	2	8	10	0	6
2009-10 Regular Season	Erie Otters	60	4	6	10	-2	28
Total:		139	7	21	28	-10	54

## Playoffs

Season	Team	GP	G	A	PTS	+/-	PIM
2010 Playoffs	Erie Otters	4	0	0	0	-2	7
Total:		4	0	0	0	-2	7

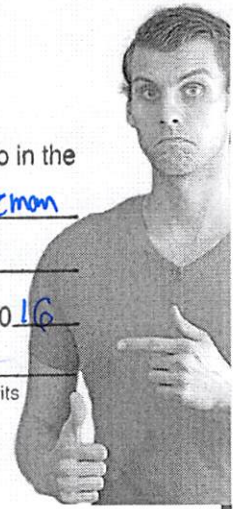
# Get The Most Downloaded Video Series For Parents On The Internet

Discover how your son can play junior hockey TODAY, no matter where you live...

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- Video 2: Discover The Best Junior Hockey Leagues Your Son Can Play In...
- Video 3: The Biggest Myths Bantam & Midget Hockey Parents Fall For...
- And much, much more including deals, newsletters and free content for you and your son...

This is Exhibit "B" referred to in the affidavit of Jeremy Gottman sworn before me, this 8<sup>th</sup> day of June, 2016

*[Signature]*  
A commissioner for taking affidavits



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ADVICE FROM EXPERIENCE

**JUNIOR HOCKEY**

**SCOUTING CAMPS, SHOWCASES & COMBINES**

## Junior Hockey Scouting Camps, Showcases & Combines

Written by [Nick Olynyk](#)

There are many scouting events available to midget (and even bantam) aged players. These events promise to put your son in front of junior scouts in the hope he gets scouted. They are often called scouting ..

2 weeks ago 1244 0 Comments

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### NA3HL League Guide

Written by [Nick Olynyk](#)



### USHL Draft & League Guide

by [Nick Olynyk](#)



### GMHL League Guide

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### NAHL League Guide

by [Nick Olynyk](#)



### WHL Draft and League Guide

by [Nick Olynyk](#)



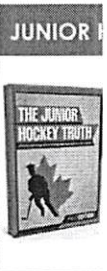
### OHL Draft and League Guide

by [Nick Olynyk](#)



### BCHL League Guide

by [Nick Olynyk](#)



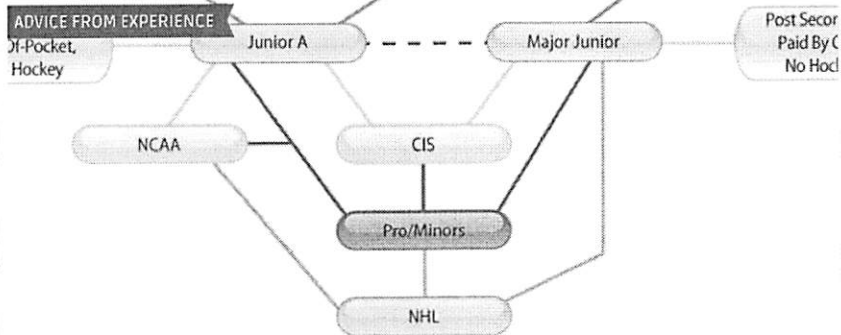
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ABOUT THE AUTHO

Nick Olynyk is a hockey expert at Hockey Truth, a lot of bantam and r approaching jun

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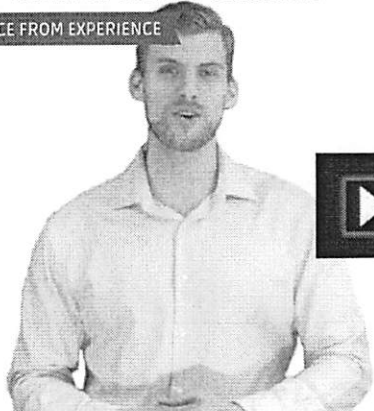
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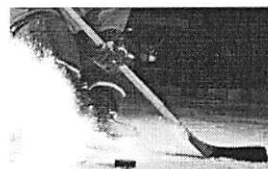
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### What Is Junior Hockey?

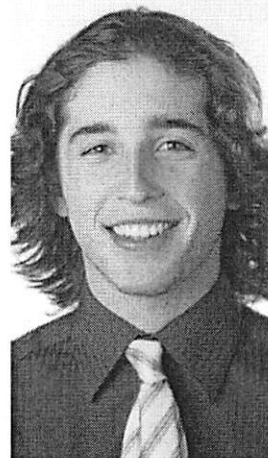
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# THE MOST IMPORTANT TIMES OF YEAR TO GET SCOUTED



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## The Most Important Times Of Year To Get Scouted

Written by [Nick Olynyk](#)

It's said scouting is a year-round affair nowadays. Yet, the times of year a player gets scouted could be divided into four categories: Regular Season (and pre-season, which is very important in Junior) ..

4 months ago 1240 2 Comments

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# HOW MANY SPRING CAMPS SHOULD I ATTEND?"

## How Many Junior A Spring Camps To Attend

Written by [Nick Olynyk](#)

January, February and March are the big times of year for Junior A teams to send out invites to their spring camps. These camps are used to compare all the potential recruits in attendance and suss out who should ..

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WHAT YOU'RE SAYING...

"I tendered to a Jr. A team today and I



ADVICE FROM EXPERIENCE



### Part 2 of 2 The Advantages Of Playing



#### Why Play CHL Hockey (Part 2 of 2)

Written by [Nick Olynyk](#)

The Canadian Hockey League (CHL), also known as Major Junior, has long been the top level of junior hockey and quickest path to the NHL. Comprised of the three member leagues, the Western Hockey League, ...

7 months ago 1401 2 Comments

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*don't think I could've done so without gaining the necessary knowledge from your videos. The topics you presented were both informative and helpful for both my parents and I. Thank you so much for what you're doing, and keep up the positive work!" - B.B. (now American Junior Hockey Player)*

*"My son is past the junior level this year and he's going to play for a D3 college... I wish [Junior Hockey Truth] was known to us years ago." - A.I. (Hockey Dad)*

*"Just wanted to give you a little update and thank you for helping with the many decisions we were facing with our son's path. Your advice was great and we enjoyed your books and all the information you have sent us. Thanks again!" - J.K. (American OHL Mom)*

*"My son did end up signing in (a Canadian Junior A league). The staff has done everything they said they would do, his billet family is great. He is already talking about returning next season." - G.H. (American Hockey Dad)*

*"Although my kid was taken quite high in the bantam draft, as a family we are anxious to ensure that we have all the facts available to us before making the decision on which route to pursue. [Your book] is well written by a uniquely experienced player, and it has added significantly to our collective knowledge. Thank you." - Jim (WHL Draft Pick Dad)*

AMERICAN GUIDE

PLAY USA

JUNIOR H



WHAT YOU'RE SAY!

*"Your advice ma still going to be , but you've open of this.*

*We want to than time and advice timely, helpful a us. Also, our far that you continu son] and his situ detail*

*[He] says, 'The Jt have been one c I've ever seen fo so helpful!" - The Hockey Family*

*I had to let you k signed a tender late this winter! emails you sent was extremely k son's tender.*

*Thanks for helpi the players that*

ADVICE FROM EXPERIENCE



### Part 1 of 2 The Advantages Of Playing



#### Why Play NCAA Hockey (Part 1 of 2)

Written by [Nick Olynyk](#)

The NCAA is a hockey option right on par with the CHL nowadays. With the proliferation of top American talent being developed, and the rapid spread of quality junior hockey programs to feed colleges, I think ...

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LEAGUE GUIDES

## NORTH AMERICAN

# 3HL

# NA3HL League Guide

written by [Nick Olynyk](#)

Here is our guide about how to play in the NA3HL. Check out the article below and interview with the league head office to not only find out how this tier III Junior league works, but also vital info about...

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through the crack  
- J.P. (American)

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with your Junior  
(now Canadian)

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**ADVICE FROM EXPERIENCE** Major Junior

NCAA CS

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**What Is Junior Hockey?**

**VIDEO**

Where USA Jr Scouts Told Me They Find U-16 & U-18 Players

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# Why Play NCAA Hockey (Part 1 of 2)

Written by Nick Olynyk



## Part 1 of 2

### The Advantages Of Playing



The NCAA is a hockey option right on par with the CHL nowadays. With the proliferation of top American talent being developed, and the rapid spread of quality junior hockey programs to feed colleges, I think landing an NCAA division I scholarship will become more competitive than ever.

It will also be more fruitful than ever.

The NHL is taking more players from NCAA than every before, and more players are choosing the NCAA route over Major Junior so they can get their schooling done while they play.

In part one of this two-part series, I'll discuss why your son may want to play NCAA. You'll also find out what he can do today as a bantam or midget player to not only maintain his eligibility, but also align himself with a junior team that can get him a *good* NCAA scholarship.

## Why Play NCAA Hockey



Here are the big advantages of what the Junior-A-to-NCAA route offers players...

### **Get Your School While You Play**

The NCAA route allows players to earn toward their degree while their playing. (Makes sense, it's collegiate hockey, right?)

This is a nice cushion for players who sign NHL contracts or try out the pro game after school because they have a fallback. It's even better for players who don't make it—they are covered and have set themselves up for a good career.

It's also worth mentioning that being an NCAA alumni is a great advantage on a resume. Compared to the CHL route, where players bank school and use it after their junior career (if they aren't playing pro), the NCAA route leaves players with something tangible upon exit—a degree.



## Why Play NCAA Hockey

The often overlooked catch to this is that players actually need to earn the scholarship (or the lesser talked about partial scholarship) first. Few people talk about the players who try for a Division I scholarships only to end up empty handed at the end of junior or being relegated to the Division III level.

However, if you get a Div I scholarship, you're going to leave school with a degree and a chance at a higher level of hockey afterward.



### More Time To Develop

The NCAA route allows players more time to develop. This not only applies while they are in the NCAA but also beforehand.

If a player is on the smaller side in junior, not drafted by a Major Junior team, but has finally found his way in his last year of midget, the NCAA route allows him to still reach his full potential.

This player will have one or two (or even three) years of junior to land a scholarship. He can grow physically and mature, i.e. learn the high-level game, while in Junior A and still get a scholarship. If this same player wanted to go the CHL route, he would probably be too late to the party. Starting CHL at 18 is not the easiest as team's start drafting prospects and projecting rosters with 14 and 15 year old players. That 18 year old really has to have an impact to make a team.

Furthermore, that 18 year old will have to fight earn a free agent contract before he is done Major Junior. He'll have to have an immediate impact as a rookie to sign by the time he is 20/21, all while others players he plays against are getting drafted. It can be done and does get done, but the NCAA may be a better route...



## Why Play NCAA Hockey

This same player can get that NCAA scholarship at 19, play NCAA for three years and sign an NHL contract at 22. His timeline from 18 to 22 is five seasons of development. He'll more than have caught up on his ability to jump to the pro game. If this same player went CHL, he only has two years to make a serious impact, and that includes his rookie year. If he can't do it by the time he is 20, his likely will find himself sent down to Junior A for his final season.

The ability to become a dominate player in Junior A and to learn how to carry a team as a dominant player will serve this player well in the NCAA. If he can do the same things there, he will be mature enough and be earmarked to sign an NHL contract.

For crucial differences between NCAA Division I hockey and Division III college hockey, make sure to watch the video above.



### Three Things Your Bantam or Midget Hockey Player Needs To Do Today For NCAA

Here are three things minor hockey players need to do in order to put themselves in the best position for an NCAA scholarship.

#### **Choose The Right Classes in High School**

The NCAA has a set of core courses that players are required to take in high school. If a player doesn't have these credits, he can't be cleared to receive an NCAA scholarship.

## **Why Play NCAA Hockey**

It's simple enough to enrol in the classes; the snag that gets players is they head down the wrong academic path too early.

If your son is in grade 9/freshman year, he should ensure that the classes he takes now will get him into the grade 10 classes he requires, that will get him into the grade 11 classes he requires, that will get him into the 12th grade classes he requires. It's all about getting the right pre-requisites.

Fortunately, it's not like these classes are hidden, rare or special. The key in most cases is to take the advanced level classes required to go to university, not the basic classes. (For the construction industry, think engineer degree vs. tradesman certificate. Take the classes an engineering applicant would need.)

For more information on the specific classes required, check out my Junior Hockey Truth book. I have the classes listed and I tell you where you can find info about them straight from the NCAA themselves.

### **Align Yourself With A Good Junior League And Team**

NCAA schools return to the same hunting grounds every season. If an NCAA coach has found players whosuit his program, coaching style and work ethic, he's very likely going to return to the same well for more players.

Also, different NCAA clubs and coaches build their teams differently. Boston University, a top hockey program, takes players from all over the world and at least seven different sources to build their program. Boston College, meanwhile, is made up predominantly of USHL and Prep School players. Two elite programs in close proximity who recruit from entirely different areas.

In another NCAA conference, Lake Superior State has virtually no USHL players and relies almost solely on tier II Junior A recruits and no prep schools. UAA in Alaska, with their unique location, pulls the majority of their players from the nearby BCHL and AJHL. Know the options each junior league presents.

## Why Play NCAA Hockey

What I'm saying is that where your son plays junior is going to affect which schools look at him. It's not the be-all, end-all, but just like getting scouted for junior hockey, it's your son's job to put himself in front of the scouts, not the scouts job to come to your son.

It's also important to look at who is coaching the junior team and who they know. Coaches and managers with a track record of developing players for the NCAA will be better able to forward your son to an NCAA program. Connections count.

As an example, one of my team's old managers, who still manages a top Junior A team in Canada, has had at least one of his players on Quinnipiac's roster for 10+ consecutive years. This manager has managed different clubs in that time, and even changed leagues, but the team still goes back to him for players to this day, one decade later. That's not random.

If your son wants to know which schools scout from where, and which leagues and teams get good NCAA scholarships, check out [www.collegecommitments.com](http://www.collegecommitments.com) and sort the scholarships by team. You'll see where junior players from this season are headed next season in the NCAA.



### Write Your SAT Early, Then Write It Again

The SAT is a aptitude test that must be taken almost everybody entering an American college.

It's a three hour exam comprised of math and English reasoning questions to test your son's problem solving skills. He can't study for it in the sense of learning new knowledge in order to prepare; however, he can practice writing it and get familiar with the types of questions/puzzles he'll be quizzed on. (For more information on the questions asked, see Junior Hockey Truth.)

I recommend that players write their exam the first time in grade 11, and then again in either their senior year or in junior. There are two reasons for this:

- 1) Your exam score is required by the NCAA Clearinghouse, the gatekeeper for whether or not your son is academically eligible to accept a scholarship. He needs clearance before he can accept a scholarship, so it is better to have that handle in advance.
- 2) People almost always score better the second time they write the exam. If your son ups his score, it will make it easier for him to meet the minimum requirements of certain schools, particularly Ivy League schools such as Harvard, Yale, etc.

You may also hear about an exam called the ACT. It is similar to the SAT, but leans more toward science-based questions. Writing this exam may be to your son's advantage.

### **Next Day**

This was part one of a two-part series highlighting the advantages and disadvantages of NCAA and the CHL. Next day I'm going to be break down why your son may want to go the CHL (Major Junior) route in Canada and how he can prepare himself.

Put any questions you have in the comment box below. I get alerted of every question and respond to every one. I'd love to hear why you think the NCAA route is the route for you or your son.

## Why Play NCAA Hockey

### RELATED ARTICLES:

*Interview with NCAA Recruiter*

*CHL vs. NCAA: Making Your Decision*

*6 Reasons To Play Junior Hockey If You Want To Play NCAA*



**IMPORTANT NOTICE TO PLAYER**

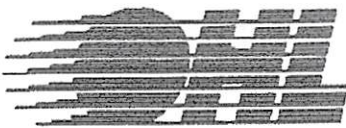
This agreement imposes obligations upon you and confers to you certain benefits.

1. Before signing this agreement you should:
  - a) obtain independent legal advice to enable you to fully understand and appreciate your rights and obligations under this agreement; and
  - b) make sure that all terms and conditions agreed upon by you and the Ontario Hockey League Club are reduced to writing and contained in this agreement.
2. The Ontario Hockey League will only approve agreements which are:
  - a) written on its standard agreement form;
  - b) signed by both the Player and the Ontario Hockey League Club; and
  - c) filed together with either the certificate of independent legal advice or waiver thereof in the prescribed form with the Ontario Hockey League Office.
3. Three copies of the signed agreement shall be forwarded to the Ontario Hockey League Office for approval and registration. One copy will be retained by the Ontario Hockey League. Two copies will be returned to the Ontario Hockey League club and the Ontario Hockey League club shall immediately deliver one copy to the Player. If the agreement is not approved with ten (10) days from the date on which it is actually received in the Ontario Hockey

4. Except as otherwise provided by the By-Laws of the Ontario Hockey League, no Player shall be permitted to participate in an Ontario Hockey League regular season or playoff game unless such Player has signed the standard agreement form and it has been filed with and approved by the Ontario Hockey League.
5. Attached to this agreement is the Education and Anti-Doping Policy -- Canadian Hockey League Declaration and Form. This Declaration and Form is to be completed by you in accordance with its terms and delivered to the Team Physician.

**NOTICE TO LEGAL ADVISOR**

The Commissioner of the Ontario Hockey League is not empowered to approve agreements, the terms of which have been significantly altered. The Ontario Hockey League requests that you advise the Player fully of all the rights and obligations imposed by this agreement prior to the Player signing the agreement.



**ONTARIO HOCKEY LEAGUE**

**OHL STANDARD PLAYER AGREEMENT FORM**

**1. PARTIES TO THE AGREEMENT**

(a) Agreement between (Name of Club) Erie Otters Hockey Club (The "Club"), a member of the Ontario Hockey League (the "OHL") which is a member League of the Canadian Hockey League ("CHL"), and (name of Player) Jeremy Gottzmann ("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 13th day of May, 2009 and ending on the 31st day of May, 2013.
- 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, IIHF or CHL / OHL. Participation in these camps or games will not affect any party's obligations under this Agreement;
- 3.5 The Club shall provide to the Player the benefits of the OHL Concussion Safety Management Program, including baseline testing to assist Team Physicians in their decisions about a Player's health and fitness upon experiencing a concussion;
- 3.6 The Club shall support and subscribe to the Canadian Hockey League's Education and Anti-Doping Program, including an On-Line Education Course.
- 3.7 The Club agrees to provide payment of the annual premium for providing 24 hour, 12 month, on or off ice, Career-Ending Insurance that shall provide coverage to the player in the event that the player suffers an injury which prevents the player from pursuing a professional hockey career. The annual premium payment for such policy will not exceed \$500.00 and shall be made by the Club to the parents, who shall in turn be responsible for arranging or placing the policy with an insurance carrier of their choice on behalf of the player, with such policy naming the player as beneficiary. The Club agrees to reimburse the parents for the cost of such insurance policy up to a maximum of \$500.00 upon receipt of documentation on an annual basis, satisfactory to the Club, confirming the amount of such premium, and the fact that the insurance coverage has been secured.

**4. DUTIES OF THE PLAYER**

- 4.1 The Player agrees to give his services to the best of his abilities as a hockey player in all games leading to the championship of the OHL, the All-Star Game, the pre-season games, playoff games, games of the series of the Memorial Cup and such other games as may be sanctioned by the OHL. The Player agrees not to participate in any other hockey games without the prior consent of the Club, which consent shall not be unreasonably withheld. The Club will consent to participation by the Player in the Hockey Canada Program of Excellence (or any successor program sanctioned by the OHL) provided such participation does not unduly interfere with the Club's ability to obtain a playoff spot, the Club's playoffs or the Club's ability to win a regular season championship.
- 4.2 The Player further agrees to:
  - a) Report to the Club's training camp in good physical condition, at the time and place designated by the Club;
  - b) Maintain himself in a good physical condition at all times throughout the Club's season;
  - c) Devote his hockey playing abilities as a hockey player exclusively to the Club during the Term;
  - d) Co-operate and participate in the promotional activities sponsored by the Club and / or the OHL in the best interests of the Club and of hockey;
  - e) Behave, at all times and under all circumstances, whether on or off the ice in a manner consistent with good standards of honesty, morals, fair play, and the rules of the OHL and the Club, and never to adopt behaviour which could be detrimental to the well-being of the Club, the OHL or hockey in general;
  - f) Use the equipment and supplies, including without limitation uniforms, skates,

helmets and protective gear provided by the Club in accordance with OHL / CHL agreements;

- g) Use his best reasonable efforts to remain in school and to pursue an education while playing for the Club, it being understood that the OHL and its member Clubs promote and support the concept of players pursuing their educations to the maximum reasonable extent;
- h) Adhere to the Canadian Hockey League's Education and Anti-Doping Policy;
- i) Make promotional appearances representing the Club, the frequency, times and places of such appearances to be reasonably agreed upon by the Club and Player; and
- j) Abide by the Standard Rules and Regulations as they pertain to all players of the Club, which may include, without limitation, prohibition against the use of illegal drugs, abuse of alcohol, continued lateness at curfew, absence from school and leaving the Club without the Club's consent.

## 5. PUBLICITY

- 5.1 The Club recognizes that, except as contemplated hereby, the Club shall not restrict the Player in the personal use of the Player's Image.
- 5.2 The Club further recognizes that it does not have the right, except as contemplated hereby, to utilize the Player's Image in connection with committing the Player to any endorsements of particular products and / or services without the Player's prior consent, provided, however, that the Club may use the Player's Image as contemplated in this Agreement and to recognize the sponsor of any OHL, CHL or Club award of which the Player is the recipient.
- 5.3 The Player hereby assigns irrevocably to the Club and the OHL and any licensees of the Club and the OHL on a non-exclusive basis, all rights to the Player's name, image likeness, signature, statistical record and biographical information (collectively the "Player's Image") and understands and accepts that the Club or the OHL may authorize, or otherwise license, any individual firm or corporation to take any pictures, films or any other images of the Player. The Player recognizes that all rights in such pictures, films and other images shall be the sole property of the Club or the OHL and that either the Club or the OHL may use or distribute such material in any manner as they see fit and that such use or distribution by the Club or the OHL may take place either during the Term or thereafter.
- 5.4 The Player further acknowledges and accepts that, in consideration of being permitted to play hockey in the OHL and in consideration of the benefits derived by the Player under this agreement, the Player hereby consents and agrees to the use by or on behalf of the OHL, the CHL and the Club and their agents, licensees, contractors, successors and assigns, of the Player's Image in connection with the manufacture, sale, distribution, marketing and advertising of souvenir material or memorabilia of the OHL, the CHL and the Club, including without limitation, hockey cards. In furtherance of the foregoing, the Player hereby agrees upon reasonable request, to pose in his hockey equipment from time-to-time for such photography sessions as may be required by or on behalf of the OHL, CHL or the Club in connection with such souvenir material and memorabilia.
- 5.5 It is acknowledged by the parties that the proceeds from the sale of souvenir materials and memorabilia shall be used, in part, to fund the consideration set forth in the Schedules hereto.
- 5.6 The Player hereby agrees not to use the Player's Image in conjunction with the OHL's, the CHL's or the Club's logos, trademarks or copyrights except with the OHL's, the CHL's and / or the Club's written authorization.

## 6. ACKNOWLEDGEMENT

- 6.1 The Player acknowledges that the Club's contributions under this agreement, including but not limited to monies, facilities, equipment, coaching, opportunities and services are an essential part in the development of the Player's hockey skills and abilities. The Player further acknowledges that the Club's contribution is valuable to the Player in helping the Player prepare for sought after professional hockey positions.

## 6. MEDICAL EXAMINATION

- 6.1 The Player shall prior to the start of each hockey season at the option of the Club, either deliver to the Club a certificate from a medical doctor current-dated stating that the Player is fit to play hockey for the Club or attend before a medical doctor designated by the Club for a complete medical examination.

## 8. PHYSICAL CONDITION AND INJURY

- 8.1 If the Player is disabled or unable to perform his duties under this agreement he shall submit himself for medical examination and treatment by a physician selected by the Club. When such examination and treatment is made at the request of the Club, it shall be at the Club's expense (unless made necessary by some act or conduct of the Player contrary to the terms and provisions of this agreement).
- 8.2 If the Player, in the sole judgment of the Club's physician is disabled or is not in good physical condition at the commencement of the season or at any subsequent time during the season so as to render him unfit to play skilled hockey, (unless such condition is the direct result of playing hockey for the Club), then it is mutually agreed that the Club shall have the right to suspend the Player for such period of disability or unfitness, and no benefits shall be payable for that period under this agreement.
- 8.3 If the Player is injured as a result of playing hockey for the Club, the Player shall fully utilize all insurance and medical benefits which the Player or his family has or to which he may be entitled. The Club shall take out and maintain for the benefit of the Player and the Player shall receive the appropriate benefit of the Hockey Canada National Comprehensive Insurance Programme, a summary of which shall be available from the Club or the OHL.
- 8.4 If the Player is injured as a direct result of playing for the Club, and the injury renders him, in the sole judgment of the Club's physician, unfit to play skilled hockey for the balance of the season or any part thereof, then, during such time as the Player is unfit, but in no event beyond the end of the season in which the injury occurred, the Club shall pay the Player the compensation herein provided for and the Player releases the Club from any and every additional obligation, liability, claim or demand whatsoever known or unknown.
- 8.5 If, upon joint consultation between the Player, the Club's physician and the Club's representative, they are unable to agree as to the physical fitness of the Player to return to play, the Player agrees to submit himself for examination by an independent medical specialist and the parties hereto agree to be bound by the decision of such independent specialist. If the Player is declared to be physically able to play and refuses to do so he shall be liable to immediate suspension without benefits.

## 9. RECOURSES OF THE CLUB

- 9.1 The Player acknowledges that the Player has exceptional and unique skill and ability as a hockey player and that the Player's services to be rendered hereunder are of a special, unusual and extraordinary character and upon any default of the Player of any obligations or duties imposed under this agreement, damages will not be adequate or reasonable compensation at law for the Club and agrees therefore that the Club may, in addition to any other recourse for damages that it may have, obtain injunctive and other equitable relief to prevent a breach of this agreement by the Player, including the right to enjoin the Player from playing hockey for any amateur or professional club; provided that the Club recognizes the right of the Player to play in the National Hockey League ("NHL") pursuant to the NHL / CHL Agreement.

## 10. TRANSFERABILITY OF AGREEMENT

- 10.1 It is mutually agreed that the Club shall have the right to sign, exchange and transfer this agreement to any other OHL Club and the Player agrees to accept and be bound by such exchange, assignment or transfer and will faithfully perform and carry out this agreement with the same purpose and effect as if it had originally been entered into by the Player and such other Club. Such assignment, exchange or transfer may be by way of a transaction between Clubs or by way of a Player draft sanctioned by the OHL.
- 10.2 It is further mutually agreed that in the event that this agreement is assigned by the Club to another Club the Club shall, by notice in writing delivered personally to the Player or by mail to the address set out below the Player's signature, advise the Player of the name and address of the Club to which the Player has been assigned, specifying the time and place that the Player must report to such Club. If the Player fails to report to such other Club at the directed time the Player may be suspended by such other Club and no allowance or other financial benefits shall be payable to the Player during the period of such suspension.
- 10.3 When this agreement has been assigned, the Club or any Club to which the Player may be assigned shall pay the reasonable and necessary travel costs of the Player in reporting to the assignee Club.

## 11. TERMINATION BY PLAYER

- 11.1 If the Club is in default of any payments or other benefits rightfully due to the Player as provided in this agreement or in performing any other of the Club's

obligations under this agreement, the Player may by notice in writing to the Club and to the OHL specify the nature of the alleged default. If the default has not been remedied within fifteen (15) days from the receipt of such notice by the Club and the OHL, this agreement may be terminated by the Player by notice in writing to the Club and the OHL on the sixteenth (16th) day following the Club's receipt of such notice and all of the obligations of the parties shall cease, except for the obligation of the Club to pay the Player's fees to the date of termination.

## 12. TERMINATION BY THE CLUB

- 12.1 The Club may terminate the present agreement (subject to paragraph 12.2) upon notice to the Player in any of the following cases:
- a) if the Player defaults, or refuses or neglects to provide the services agreed upon in this agreement;
  - b) if the Player defaults, or refuses or neglects to obey the rules established by the OHL or the Club concerning training and the conduct of Players;
  - c) if the Player fails, in the sole opinion of the Club, to demonstrate sufficient skill and ability to deserve a position as a Player with the Club; or
  - d) if the Player is expelled from the OHL or suspended by the OHL for a period of one year or more.
- 12.2 If the Club terminates this agreement pursuant to paragraph 12.1 (c) and if the Player is attending a post-secondary educational institution at the time the Club terminates this agreement, the Club shall pay the Player's room and board until the end of the then current school semester on the condition that the Player cannot reasonably pursue the same studies at the place of the Player domicile. All other financial obligations and benefits to the Player immediately cease upon the termination of this agreement by the Club.
- 12.3 After such termination as provided in paragraph 12.1, the Club acknowledges that the Player is free to enter other hockey player agreements with organizations other than the Club; provided however that the Player may not enter into a hockey player agreement with a CHL team other than the Club as long as the Player is included on the protected list of the Club in accordance with the OHL By-Laws.

## 13. LOSS OF FINANCIAL BENEFIT DURING SUSPENSION BY CLUB OR LEAGUE

- 13.1 In the event of the Player's suspension by the Club pursuant to any provision of this agreement, at the option of the Club, an amount equal to the exact proportion of such fees as the number of days suspension bears to the total number of days of the regularly scheduled games shall be deducted from all allowances and other financial benefits that may be due to the Player under this agreement.

## 14. LEAGUE CONSTITUTION AND BY-LAWS

- 14.1 The Club and Player severally and mutually promise and agree to be legally bound by all the terms and provisions of the Constitutions, By-Laws and Regulations of the OHL from time-to-time. A copy of such documents shall be open and available for inspection by the Club and Player at the main office of the OHL and at the main office of the Club.
- 14.2 The Club and the Player further agree that any unresolved dispute between the parties shall be referred to the Commissioner of the OHL within one year from the date such dispute arose for arbitration. The Commissioner's decision shall be accepted as final and binding by both parties.

## 15. APPROVAL BY OHL COMMISSIONER

- 15.1 This agreement, if not inconsistent with the OHL Constitution, By-Laws and Regulations, shall be valid and binding upon the Club and the Player immediately upon its execution. The Club agrees to file this agreement with the OHL Commissioner within ten (10) days after its execution.
- 15.2 If pursuant to the OHL Constitution, By-Laws or Regulations, the Commissioner disapproves this agreement within ten (10) days after its filing in his office (except if this agreement is filed in the month of July, in which case the agreement shall be deemed for the purposes hereof to be filed on August 1st), this agreement shall immediately terminate and be of no further effect and the Club and the Player shall be relieved of their respective rights and liabilities hereunder.

## 16. TOTAL AGREEMENT

- 16.1 The parties acknowledge that this agreement and Schedules "A", "B" and "C" attached hereto fully set forth all understandings and agreements between them and agree that no other understandings or agreements, whether heretofore or hereafter made, shall be valid, recognizable or of any effect whatsoever unless executed by the Player and an authorized representative of the Club and filed

with the OHL in accordance with the then current OHL Constitution, By-Laws and Regulations.

## 17. GOVERNING LAW

- 17.1 This agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the parties hereby attorn to the jurisdiction of the courts of the Province of Ontario.

## 18. HEADINGS

- 18.1 The headings in this Agreement are for ease of reference only and shall not affect its interpretation.

## 19. SEVERABILITY

- 19.1 If any provision of this Agreement be determined to be unenforceable, the invalidity in whole or in part of any such provision shall not affect the remaining provisions of this Agreement which shall continue in full force and effect. Waiver by either party of any such provision of this Agreement shall not constitute a waiver as to any other instances, and any such waiver shall be in writing.

## 20. ASSIGNABILITY

- 20.1 Subject to Clause 10 of this Agreement, the rights conferred by the Agreement cannot be assigned, in whole or in part, without the written consent of the other party, which consent can be refused in the sole discretion of the other party.



**EXECUTION BY PARTIES**

IN WITNESS WHEREOF, the parties hereto have signed and set their seals hereunto this 22<sup>nd</sup> day of June, 2009

SIGNED SEALED AND DELIVERED IN THE  
[Signature] Erie Otters Hockey Club  
Name of Club

PRESENCE OF  
[Signature]  
Witness By: Authorized Signing Officer

(Title: Managing Partner)

[Signature]  
Signature of Player

2461 Newport Street  
Home Address of Player

Burlington, Ontario L7M 3X8

905-319-3873

April 2, 1993  
Date of Birth of Player

551-997-448  
Player's Social Insurance Number

**ACKNOWLEDGMENT OF PARENT OR GUARDIAN OF PLAYER**

I / We, Bruce and Luanne Gottzmann  
parent(s) or guardian(s) of Jeremy Gottzmann  
(the "Player") a Player signing the Standard Player Agreement with the Ontario Hockey League Club Erie Otters Hockey 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.

[Signature]  
Witness (Signature of Parent or Guardian)

[Signature]  
Witness (Signature of Parent or Guardian)

Date Home address of Parent/Guardian

2481 Newport Street

Burlington, Ontario L7M 3X8

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 Jeremy Gottzmann (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 consequents 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
09-10	\$50.00	Weekly
10-11	\$50.00	Weekly
11-12	\$50.00	Weekly
12-13	\$50.00	Weekly

- 1.2 Payment of the fees to the Player shall be made commencing September 15th annually. Payments shall continue for the season and the playoffs and shall end on the date of the last scheduled game of the Club. If the Player's services are not required for the entire period of the regular schedule and playoffs, the allowances to be paid shall be established on a pro rata basis based upon the actual number of days on which the Player's services are provided in relation with the number of days of the entire regular schedule of the Ontario Hockey League.
- 1.3 In addition, during the term, the Club shall pay to or on behalf of the Player the following:
- The Player's reasonable room and board from the day the Player reports to the Club until the date of the last scheduled game of the Club;
  - Reasonable traveling, lodging and meal expenses for the Player while traveling on the road for the Club in other than the Club's home municipality; and
  - The cost of maintaining for the Player the benefits of the Hockey Canada National Comprehensive Insurance Programme, a summary of which shall be available from the Club or the OHL;
  - the Player's reasonable and approved transportation costs each year for reporting to Training Camp from the Player's home, to and from the Player's home for the Christmas Break, and to the Player's home at the conclusion of the Player's academic year, or athletic year with the Club, which ever is later; provided that the Club shall also pay all approved transportation costs for any travel required at the Club's request to and from the Player's home for any other events or appearances;
  - room and board for the Player in each year of this Agreement from the commencement of Training Camp until the completion of the Club's schedule, including playoffs; or at the Player's option, to the end of the school year if the player continues to reside in the community and attend school as a full time student in the community in which the team plays; provided that the Club's responsibility for room and board terminates at the completion of the playing season including playoffs for the Club if the Player decides to return to his Parent's home, or another community to complete schooling;
  - all reasonable medical and dental fees in accordance with the National Insurance Program as provided in the Hockey Canada National Insurance Policy while the player is playing for the Club that are not covered by any parental or personal medical, dental or eye care plans that may be in effect, excluding, however, the cost of prescription eye glasses; and
  - all benefits provided under the terms of the Ontario Hockey League Standard Players Agreement and such other standard additional benefits as are provided to the other members of the Club including, without limiting the foregoing, the maximum weekly allowance of Fifty Dollars (\$50.00), save and except an overage player who will be entitled to receive a maximum weekly allowance of One Hundred-Fifty Dollars (\$150.00) from the commencement of Training Camp until the conclusion of the Club's schedule, including the playoffs

### 2. CONTRIBUTION TO PLAYER DEVELOPMENT: DUTIES OF THE CLUB

- 2.1 The Club agrees to provide the Player with:
- training facilities and full playing equipment, including sticks and skates of the Player's choice within the Canadian Hockey League Licensed Supplier Agreements;
  - professional training, including supervised training periods and coaching in the fundamentals of hockey;
  - subject to the Club's evaluation and determination of its needs and the extent to which the talent of the Player suits those needs, the opportunity to demonstrate the Player's talent and playing abilities to the public, the media, professional coaches or scouts;
  - an opportunity to initiate a hockey career (at the end of his junior career) by making all relevant data, information and / or statistics about the Player available to professional hockey organizations or others who may indicate an interest in the Player's career;
  - appropriate medical supervision for games in which the Player participates on behalf of the Club;

### 3. PLAYER BONUS BASED ON TEAM PERFORMANCE

- 3.1 The Club shall pay to the Player, in the currency of the country in which the Club is situated, the following standard Player bonus:
- each Player is to be paid One Hundred Dollars (\$100.00) if his team wins the first round of the playoffs;
  - each Player is to be paid an additional One Hundred-Fifty Dollars (\$150.00) if his team wins the second round of the playoffs;
  - each Player is to be paid an additional Three Hundred Dollars (\$300.00) if his team wins the 3rd round of the playoffs; and
  - each Player is to be paid an additional Four Hundred-Fifty Dollars (\$450.00) if his team wins the fourth round of the playoffs.



## SCHEDULE "B" TO THE ONTARIO HOCKEY LEAGUE

### STANDARD PLAYER AGREEMENT (THE EDUCATION PACKAGE FOR BOOKS, TUITION AND COMPULSORY FEES)

THIS AGREEMENT MADE IN TRIPPLICATE THIS <sup>BB</sup> 12<sup>th</sup> 22<sup>nd</sup> DAY OF June, 2009.

AMONG: **Erie Otters Hockey Club**  
(Hereinafter called the "CLUB")

OF THE FIRST PART

AND: **Jeremy Gottzmann**  
(hereinafter called the "PLAYER")

OF THE SECOND PART

AND: **Bruce and Luanne Gottzmann**  
(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 Erie, in the Province/State of PA.
- 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 \$ 10,500.00 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 10<sup>th</sup> 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 10<sup>th</sup> but does not appear in a regular season game on or after January 10<sup>th</sup> in that season, such Player shall receive entitlement to an amount equal to 50 percent of the amount set out in paragraph 5.01 (a) herein;
  - c) Such payments shall be made by the OHL Central Scholarship Registry directly to the educational institution in question, upon presentation by the Player of documentation satisfactory to the League confirming the Player's acceptance or enrolment in the institution and upon the Player providing billing or other written documentation satisfactory to the League confirming the cost of books, tuition fees and compulsory fees (compulsory fees being fees that are necessary for the student to enrol in and successfully complete academic studies and shall exclude any medical and / or dental insurance fees).
  - d) In order to receive the education payments referred to herein, the Player must initially qualify academically for the institution in question and must remain academically qualified throughout the

period of his enrolment. The Player must also be enrolled on a full-time basis and must remain enrolled on a full time basis for consecutive years, terms or semesters, in order to maintain the Player's eligibility for the education payments from the Club. It is understood and agreed that the Player shall not be entitled to receive payment for any course(s) that the Player does not satisfactorily complete (passing grade as defined by the institution). It is further understood and agreed that the Player may interrupt the Player's full time studies to seek summer employment, or to participate in career related work terms required and approved of by the educational institution in question;

- e) In order to receive the education payments, the Player must enrol in a post secondary educational institution and commence attending classes no later than eighteen (18) months following completion of his OHL Club's regular season in the season in which the Player plays his last OHL career game,, failing which the Club will have no further obligations to the Player with regard to the education payments;
- f) Once the Player commences his post secondary education, the Player cannot take a leave of absence from school except for medical reason (doctor's medical report required) and must maintain full time student status, subject only to summer employment as referred to above;
- g) It is further understood and agreed that the Player's entitlement to the payments set out in paragraph 5.01 (a) may not be assigned or transferred by the player in whole or in part to any other individual, and that the Club's obligations will cease altogether once the Player completes his undergraduate degree, diploma or trade certificate. It is further understood and agreed that the Club may transfer the education package to another team in the League in conjunction with the transfer of the playing rights with respect to the Player.

5.02 All parties hereto covenant and agree that, in the event the Player signs a professional contract (as opposed to a try out contract only) with a professional hockey team in the National Hockey League, American Hockey League, or an European team, the Club is no longer responsible for its obligations under paragraph 5.01 (a) herein.

#### **ARTICLE 6.00 GENERAL**

6.01 The Player and Parents agree that the terms of this Schedule "B" shall at all times remain strictly confidential, and will not be disclosed in any fashion whatsoever to any other Player, Parent, or prospective player or his parents, or their agents or representatives. Failure to abide by the terms of this paragraph will render the Club's obligations herein null and void, resulting in the loss of all benefits to the Player. It is understood, however, that the Player and Parents are permitted to make reasonable disclosure of the terms herein for the limited purpose of seeking advice from the Player's agent, legal advisor or financial advisor, provided such advisors also agree to respect and abide by the confidentiality of the terms contained herein.

6.02 The Player and Parents agree that if the Player and/or any family member should receive any benefit from the Club aside from any and all of those benefits outlined in the Standard Players Agreement and the Schedules to such Agreement, then such Player and his family shall lose any and all benefits that they would otherwise be entitled to under the OHL Standard Players Agreement and the Schedules thereto.

6.03 This Agreement shall be interpreted in accordance with the laws of the Province of Ontario and parties submit to the jurisdiction in the county or judicial district where the Club is situate of the courts of the Province of Ontario, in the event of a dispute.

AGREED TO IN THE PRESENCE OF:

Jane Cieszynski  
WITNESS

[Signature]  
HOCKEY CLUB

Jane Cieszynski  
WITNESS

[Signature]  
PLAYER

Jane Cieszynski  
WITNESS

[Signature]  
PARENT

Jane Cieszynski  
WITNESS

[Signature]  
PARENT

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

22

Date: June 18, 2009  
Player Name: Jeremy Gottzmann  
Club: Erie Otters Hockey Club  
Parents: Bruce & Luanne Gottzmann

1. The Club agrees to provide the Player with two (2) complimentary tickets to each home game, including Playoffs, for his parents/family.
2. Player's entitlement to payments for 4 years of education is guaranteed once he plays one exhibition or regular season OHL game, and is not effected by any injury or contract termination.
3. The Club agrees that it will not trade the Player without his consent and/or the consent of his Parents.
4. Annual travel money will be distributed appropriately.

**AGREED TO IN THE PRESENCE OF:**

June Cessynski  
Witness  
June Cessynski  
Witness  
June Cessynski  
Witness  
June Cessynski  
Witness

Sherwood Bassin  
Sherwood Bassin, Managing Partner  
Jeremy Gottzmann  
Player  
Bruce Gottzmann  
Parent  
Luanne Gottzmann  
Parent





## ERIE OTTERS HOCKEY CLUB

Member of Ontario Hockey League  
809 French Street • Erie, PA 16501  
(814) 455-7779 • FAX (814) 455-0911  
Website: www.ottershockey.com  
E-mail: puck@ottershockey.com

22  
June 13, 2009

Jeremy Gottzmann  
Bruce & Luanne Gottzmann  
2461 Newport Street  
Burlington, Ontario L7M 3X8

Dear Jeremy, Bruce and Luanne:

By way of this letter, the Erie Otters Hockey Club (the "Club") hereby confirms the additional agreements entered into with you, as follows:

1. The Club agrees to provide an additional \$300.00 CDN annually towards the purchase of the Player's Career Ending Disability Insurance Premium for a total annual payment of \$800.00 CDN.
2. As per Agreement, the Player received \$1,500.. CDN to be distributed annually upon entering college or university, for a maximum of four years, as per Schedule C of his Standard Player Agreement Form.

It is also understood that this arrangement shall be kept confidential.

Should you require further information please do not hesitate to contact me at the Erie Otters office at 814-455-7779.

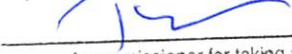
Sincerely,

Sherwood Bassin  
Managing Partner/General Manager  
Erie Otters

This is Exhibit "D" referred to in the affidavit of Jeremy Gottzmann sworn before me, this 13th day of June, 2009  
A commissioner for taking affidavits



Peterborough Petes  
2011 Training Camp  
Tentative Itinerary

This is Exhibit "E" referred to in the  
affidavit of Jeremy Gottemann  
sworn before me, this 8<sup>th</sup>  
day of June, 20 16  
  
A commissioner for taking affidavits

**Wednesday, August 31, 2011**

- |                   |  |
|-------------------|--|
| 1:00 pm           | Players Sign In – Peterborough Petes Alumni Room – Memorial Centre<br>Players will be assigned to training camp teams at sign in |
| 1:15 pm           | Opening Remarks<br>➤ General Manager<br>➤ Head Coach<br>➤ Camp Information   |
| 1:30pm – 3:30 pm  | Medical Screenings, Equipment Distribution & Player Photographs  |
| 4:00 pm - 6:00 pm | Stretch & Fitness Testing  |
| 6:00 pm           | Billet Pick Up – Peterborough Petes Alumni Room – Memorial Centre  |
| 10:00 pm          | Curfew   |



**Thursday, September 1, 2011**

8:00 am Team Gainey meet at rink

8:15 am Pre Practice Stretch - Team Gainey

9:00 am Practice - Team Gainey

9:30 am Pre Game Stretch - Team Murphy & Team Yzerman Stretch

10:30 am Flood

10:45 am Game 1 - Team Murphy & Team Yzerman - Game

12:30 pm Goalie Practice

1:00 pm Individual Player Meetings – if needed

3:45 pm Pre Practice Stretch – Loser Game 1 - Team Murphy / Team Yzerman

4:30 pm Practice – Loser of Game 1 Team Murphy / Team Yzerman Game

5:00 pm Pre Game Stretch - Team Gainey & Winner of Game 1 - Team Murphy / Team Yzerman Stretch

6:00 pm Flood

6:15 pm Game 2 - Team Gainey vs Winner of Game 1 - Team Murphy / Team Yzerman

10:00 pm Curfew



**Friday, September 2, 2011**

8:15 am Pre Practice Stretch - Winner of Game 1 - Team Murphy / Team Yzerman

9:00 am Practice - Winner of Game 1 - Team Murphy / Team Yzerman

9:30 am Pre Game Stretch - Team Gainey & Loser of Game 1 - Team Murphy / Team Yzerman

10:30 am Flood

10:45 am Game 3 - Team Gainey & Loser of Game 1 - Team Murphy / Team Yzerman

12:30 pm Goalie Practice

1:00 pm Individual Player Meetings – if needed

3:45 pm 3<sup>rd</sup> Place Team Stretch

4:30 pm 3<sup>rd</sup> Place Team – Practice

5:00 pm 1<sup>st</sup> Place Team & 2<sup>nd</sup> Place Team Stretch

6:00 pm Flood

6:15 pm 1<sup>st</sup> Place Team vs 2<sup>nd</sup> Place Team - Game

10:00 pm Curfew



**Saturday, September 3, 2011**

8:00 am Individual Player Meetings – scheduled to be posted Friday evening

9:15 am Team White Stretch

10:00 am Team White Practice

10:30 am Team Maroon Stretch

11:15 am Team Maroon Practice

5:00 pm Team White and Maroon Stretch

6:15 pm Team White vs Team Maroon – Game

11:00 pm Curfew



**Sunday, September 4, 2011**

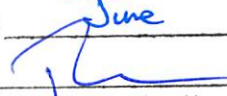
8:15 am	Stretch
9:00 am	Practice
11:30 am	Practice
1:00 pm	Individual Player Meetings – scheduled to be posted Saturday evening
10:00 pm	Curfew

**Monday, September 5, 2011**

8:30 am	Practice Stretch
9:30 am	Practice for players not scheduled to play in Exhibition Game
11:30 am	Season Ticket Holder BBQ
2:00 pm	Exhibition Game vs Mississauga St. Michaels Majors
10:00 pm	Curfew



This is Exhibit F referred to in the  
affidavit of Jeremy Gottmann  
sworn before me, this 8<sup>th</sup>  
day of June, 2016

  
A commissioner for taking affidavits



# Canadian Hockey League

305 Milner Ave., Suite 201  
Scarborough, Ontario M1B 3V4  
Tel: 416 332-9711 Fax: 416 332-1477

This is Exhibit "G" referred to in the  
affidavit of Jeremy Gottzmann  
sworn before me, this 8th  
day of June, 2016

A commissioner for taking affidavits

Dear CHL Player:

By now you may have read about proposed class action lawsuits that have been commenced against the CHL, OHL, WHL, QMJHL and their member teams in Ontario, Alberta and Quebec. These lawsuits were commenced by two former CHL players, Sam Berg and Lukas Walter.

In order for these lawsuits to proceed, they must be certified as class actions, which has not yet occurred.

We understand that Mr. Berg's and Mr. Walter's lawyers in Ontario and Alberta, Charney Lawyers, have been contacting current and former players using a letter that includes several inaccuracies and misstatements.

This is unfortunate and we will be addressing these inaccuracies and misinformation with the Courts. In the meantime, we wanted to bring this to your attention and provide you the opportunity to read the court-filed documentation and other information with regards to this lawsuit.

We have delivered statements of defence in the Ontario and Alberta proceedings, which can be found on the following website: [www.CHLDefence.ca](http://www.CHLDefence.ca). The case in Quebec will be defended along the same lines. Mr. Berg's and Mr. Walter's statements of claim are also posted on this website for your reference.

We encourage you to take a moment and read the Statement of Defence.

Yours truly,

David Branch

Ron Robison

Gilles Courteau



Official Supplier  
to the National  
Hockey League



Court File No.: CV-14-514423

**SAMUEL BERG**  
Plaintiff

**-and- CANADIAN HOCKEY LEAGUE et al.**  
Defendants

*ONTARIO*  
**SUPERIOR COURT OF JUSTICE**

Proceedings commenced at Toronto

**AFFIDAVIT OF JEREMY GOTZMAN**  
**(Motion for Certification)**  
**Sworn June 8, 2016**

**CHARNEY LAWYERS PC**  
151 Bloor Street West, Suite 602  
Toronto, ON M5S 1P7

Theodore P. Charney LSUC# 26853 E  
Tel: (416) 964-7950  
Fax: (416) 964-7416

Lawyers for the Plaintiff