

**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 JOHN PAUL CHARTRAND

Sworn June 9, 2016

(Motion for Certification)

I, JOHN CHARTRAND, of the City of Toronto, 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**”) and the Quebec Major Junior Hockey League (“**the QMJHL**”). I have retained Charney Lawyers PC in order to join the companion action in Quebec for which I am also seeking to be named as a proposed representative plaintiff. 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 as a goaltender for the Niagara IceDogs (“**the IceDogs**”) in the 2009/10 and 2010/11 seasons, the Barrie Colts (“**the Colts**”) in the 2010/11 season, and the Belleville Bulls (“**the Bulls**”, who are now known as the Hamilton Bulldogs) in the 2011/12 season. I played with the Sudbury Wolves (“**the Wolves**”) in the 2012 Junior Club World Cup in Omsk, Russia before the commencement of the 2012/13 season. I then played for the Moncton Wildcats (“**the Wildcats**”) of the Quebec Major Junior Hockey League (“**the QMJHL**”) in the 2012/13 season. The approximate dates of my time at these teams are as follows:

- Ice Dogs: August 2009 to December 2010
- Colts: December 2010 to March 2011
- Bulls: August 2011 to March 2012
- Wolves: August 2012 to September 2012
- Wildcats: October 2012 to November 2012

3. Attached hereto and marked as **Exhibit “A”** are my career hockey statistics from the official OHL website. Attached hereto and marked as **Exhibit “B”** are my career

hockey statistics from the official QMJHL website, which incorrectly indicate that I never dressed for a game when in fact I dressed for two or three games.

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

5. Throughout these seasons, I spent at least six and often all seven days per week with my teammates. I went to school with other OHL players. Some of my teammates 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 had other friends across the league, and their experiences were also discussed and shared.

6. Three of my friends and teammates from my AAA teams joined teams across the OHL. I stayed in touch with them and we discussed their experiences as well.

7. My teammates, 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 generally about the roles and experiences of players with all OHL clubs during the relevant timeframe.

8. 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.

9. Major junior hockey is not a recreational activity. It is a full-time job. Players provide full-time hours of work every week. Our work consists of practices, workouts, travel and games in a highly professionalized environment. The demanding schedule and constant pressure are very hard work. We sometimes have fun because we love hockey and make friends with our teammates, but players do not enter the OHL to have fun. Our objective is to perform well enough to garner more ice time and ultimately recognition from NHL scouts.

10. 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

11. I was born on July 7, 1993. I grew up in Barrie, Ontario. After my major junior hockey career, I enrolled at Nipissing University where I studied general arts for one

year. I now live with my parents in Toronto. I plan to attend George Brown College beginning in September 2016.

AAA HOCKEY

12. From ages 11 to 13, I played for the Barrie Colts (“**the AAA Colts**”), a minor AAA team in the Ontario Minor Hockey Association (“**the OMHA**”) which should not be confused with the OHL team also called the Barrie Colts, for which I played years later. In 2006, my parents moved to Toronto. This move was partly motivated to ensure my eligibility to play for the Toronto Junior Canadiens (“**the Jr. Canadiens**”) of the Greater Toronto Hockey League (“**the GTHL**”), an elite AAA team. I played for the Jr Canadiens during the 2007/08 season.

13. Playing for the Jr. Canadiens cost \$6000 in registration fees, in addition to the costs of equipment, travel and other associated expenses. Attached hereto and marked as **Exhibit “C”** is the Toronto Jr. Canadiens Minor Bantam Budget 2006/07. In addition to training with the team, I also trained with my long-time goalie coach, David Franco. He was the coach of NHL legend Curtis Joseph. He charged \$140 per hour for sessions involving three other players. I also went on an annual trip with David and other players to Los Angeles where we trained with an NHL player. I continued training with David for many years. Later, as an OHL player, I trained with David during the off-season with one other player at a cost of \$180 per hour. My parents paid for all of these expenses.

14. I returned to the AAA Colts for my “minor midget” or “draft year” in 2007/08 at age 15. I attended high school in Barrie during this time. I also sustained my first concussion during this season. The injury occurred when I was standing in the net and an opposing player collided into me.

SCOUTED BY OHL CLUBS BEFORE THE DRAFT

15. During the 2008/09 season, at age 15, OHL scouts regularly attended AAA Colts games. I could see the scouts standing in the stands from where I stood as the goaltender. They were easily identifiable because they wore tracksuits with their clubs' colours and crest.

16. William "Bill" Markle, a certified player agent, contacted me for the first time during this season. I retained him as my player agent. Our agreement was that I would not pay him fees unless I was drafted into the NHL, at which time he would receive a share of my signing bonus. He remained my agent throughout my career. He also represented my cousin, who was drafted into the OHL one year earlier.

17. I was not invited to visit any OHL teams before the draft. A representative of the Niagara IceDogs called my father before the draft to advise that I would be their fourth round pick if no other club had already drafted me.

THE 2009 DRAFT

18. The draft took place on May 2, 2009. It was not televised but the results were published online in real time. I watched on my computer. I was drafted in the fourth round by the Niagara Ice Dogs, as expected. Three of my teammates from the AAA Colts were also drafted into the OHL.

19. Shortly after the draft, I participated in a phone call with the Ice Dogs' manager, coach and goalie coach. They all welcomed me to the team. I received emails from David Frizzell, Executive Vice President of the Ice Dogs, and David A. Brown, General Manager of the Ice Dogs in the spring and summer of 2009. I also received team t-shirts and hats in the mail.

SPRING ORIENTATION CAMP

20. Attached hereto and marked as **Exhibit “D”** is a letter from Mr. Brown dated May 4, 2009, which welcomes me to the team and invites me to attend an Orientation Camp on May 30, 2009. Orientation Camp included fitness testing, scrimmages, and a tour of the arena and high school which all players attend until graduation. The letter promises that “the wellbeing of the player comes first and is of utmost importance to the Niagara Ice Dogs.” I attended the Orientation Camp on May 30, 2009. The enclosed fitness testing criteria and orientation schedule accurately reflect what took place.

21. Attached hereto and marked as **Exhibit “E”** is the Niagara Ice Dogs Spring Training Camp Education Seminar for Parents and Athletes. It is written on the letterhead of Tim Tope, the Ice Dogs’ academic advisor. It sets out topics for discussion, including how Mr. Tope’s role was to “give your son every opportunity to be a successful student”.

THE STANDARD PLAYER AGREEMENT vs. NCAA SCHOLARSHIP

22. Being drafted does not guarantee that a player will sign a contract with a club. Players must first attend training camp with 50 or 60 other players, of whom approximately four or five select new players will be asked to sign a contract.

23. 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.

24. 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 "F"** is a page from a website called JuniorHockeyTruth.com, dedicated to educating players on these options.

25. 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.

26. 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.

TYPICAL TRAINING CAMP FOR ALL OHL PLAYERS

27. Attached as **Exhibit "G"** is an email from Mr. Brown dated June 8, 2009, advising me of the dates of training camp and instructing me to complete various forms, including a physical examination by my family doctor. I went to my family doctor and he

completed the Niagara Ice Dogs Pre-Season Medical Evaluation dated July 30, 2009, which is attached hereto and marked as **Exhibit "H"**.

28. I reported to training camp in the last week of August 2009. Training camp is the process whereby 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 the undrafted players who were otherwise invited to training camp.

29. Attached hereto and marked as **Exhibit "I"** are the Niagara Ice Dogs 2009 Training Camp Rosters indicating that 56 players would be attending training camp altogether.

30. All 56 players were competing to fill one of the team's four or five vacant positions. On any given OHL team, most of the previous year's players are likely to remain on the team. Openings are created because some players finished their four years in the OHL, and because other players are traded or cut. Established players may be cut when more talented incoming players are available to replace them.

31. The Ice Dogs already had one established "starting" goaltender, Mark Visentin. The Ice Dogs had just drafted me and a goaltender from Finland, Petteri Similä. The Ice Dogs also invited an undrafted goaltender to the training camp. Each team usually has two goaltenders, so the three of us new players were competing for one opening to "back up" Mark. Back-up goaltenders typically start between one eighth and one quarter of a team's regular season games, and sometimes have to enter the game if the starting goaltender plays poorly.

32. Attached hereto and marked as **Exhibit "J"** is the Niagara Ice Dogs Training Camp Itinerary 2009 for August 25 to 29, 2009. The itinerary accurately describes the activities that took place at training camp.

33. The days at training camp were very structured and all players did the same things each day, unless they were cut. We would get up early each morning and eat breakfast as a group, before boarding the bus and arriving at the arena for 8:15 am. All players were expected to wear a collared shirt as a marking of professionalism.

34. 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. We then switched.

35. The on-ice drills consisted of standard “flow” drills, skating drills, shooting drills, defensive zone coverage drills, and so on. The coaches and trainers closely watched each players’ performance in the drills. The team would later perform the same drills in every practice throughout the season. The workout activities consisted of cardio and weight training, performed as a group.

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

37. After lunch, we dressed for a scrimmage game which involved all of the training camp players. We had linesmen and referees. The games lasted for 90 minutes.

38. We then showered again and changed for dinner. Dinner was served at the arena. We were then bussed back to the hotel where we were staying and socialized for a few hours before winding down for bed. There was a formal curfew which was enforced.

39. The week of training camp continued in much the same way for two days, after which time players began being cut and sent home. Most of the players who are cut are

sent home within the first two days, since players risk losing their NCAA eligibility by attending an OHL training camp for more than 48 hours.

40. The group grew smaller and smaller. By the end of the week, the team was pretty well determined, with only a few extra players still hanging on.

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

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

43. I attended another Ice Dogs camp in the 2010/11 season, and then a camp for the Bulls in the 2011/12 season. Based on my experience attending three training camps and based on my discussions and friendships with many other OHL players from other 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.

CIRCUMSTANCES SURROUNDING THE SIGNING OF MY SPA

44. Being drafted does not guarantee the player a contract with the Club or a place on the team. I had not yet executed a SPA when I reported to training camp.

45. The OHL draft has fifteen rounds in total. Having been drafted in the fourth round at 80th overall, I was considered a valuable prospect. I performed well at training camp and impressed the club.

46. During a training camp practice, someone from the Ice Dogs pulled me aside to advise that I was going to be offered an SPA.

47. My agent negotiated certain terms of the SPA relating to the education package. Attached as **Exhibit K** is my SPA.

48. Based on my own experience and my contact with other 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.

SENT DOWN TO JUNIOR "A"

49. 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.

50. At the end of training camp, I was one of three goaltenders signed to the team, along with Mark Visentin and Petteri Similä, who was also a rookie. As discussed, Mark was the number one goaltender who would start most games. The team initially favoured Petteri in the backup role, meaning that I would be scratched for most games. At the start of the season in September 2009, I was sent to Huntsville, Ontario to play for the Huntsville Otters ("**the Otters**") of the Ontario Provincial Junior "A" Hockey League.

51. Mr. Brown advised me that I would likely be the starting goaltender in Huntsville, and that I would gain more valuable experience playing games in Junior A than watching

major junior games from the bench. We called this “getting seasoning”. The expectation was that I would later be called back to the IceDogs after some seasoning.

52. OHL players are regularly sent down to lower leagues to get more ice time and develop their skills, until they are deemed ready to play in the OHL. In this way, the OHL mirrors the NHL, which sends players down to the American Hockey League or the East Coast Hockey League if they are not good enough to play in the NHL.

53. I played in Huntsville from September to November 2009.

54. I was not paid by the Ice Dogs or the Otters during this time. I was put in billet homes and attended Huntsville High School. This was my second high school.

55. I attended Huntsville High School every weekday, followed by Otters practices every day after school except when there was a game. Despite coming from the OHL, I was not given much ice time in games because the general manager’s son was the team’s starting goalie. The Ice Dogs expressed to me their frustration with the Otters for not providing me ice time, since the purpose of sending me to play with the Otters was to give me more experience in games. The Ice Dogs therefore called me back up to Niagara.

56. I was then briefly sent in November 2009 to a second Junior “A” team, the Streetsville Derbys of the Ontario Junior Hockey League. I played one game there before the Ice Dogs traded their other rookie goaltender, Petteri, and had me rejoin the Ice Dogs full-time as the back-up goalie.

DIFFERENCES BETWEEN JUNIOR “A” AND MAJOR JUNIOR

57. The OHL is classified as a major junior league. Along with the WHL and QMJHL, this is the highest level of hockey for 16- to 20-year-olds.

58. The Huntsville Otters are a Junior “A” team. This is one level below the OHL.

59. The attitude of players at the Huntsville Otters was noticeably less professional than those of the Ice Dogs. OHL players tend to be extremely disciplined and prioritize their hockey careers over all other aspects of their lives. By contrast, Junior A players have a more casual approach to hockey and largely play for fun. Junior A players stay up later, party more, and generally prioritize their social lives over their hockey careers. Some Junior A players pay registration fees to play in the league for fun.

60. The demands on OHL players are much higher. The schedule is longer and travel times are further. The practices are longer, mandatory and more highly structured and monitored.

61. OHL players face many demands in addition to the schedule. We are expected to give media interviews, sign autographs, and engage the community to rally behind us. OHL players are expected to exhibit professionalism at all times. Players must wear suits to games, and carry themselves with dignity in the community. Players could be disciplined for arriving to practice with a hole in their clothing or unkempt hair because it appears unprofessional. Junior A players do not face these kinds of expectations.

62. OHL teams all have a large base of loyal fans. They play in large arenas. Niagara usually fills its large stadium to capacity. Players are recognized in the community, their statistics are studied by the public and their accomplishments are reported in the media. Team merchandise is sold at the arena and our team sweaters are worn by the public.

63. By contrast, a few dozen spectators may attend a Huntsville Otters game, many of whom are the players’ friends and families. Players are not known in the community.

64. OHL players are given state of the art equipment. Junior A players buy their own equipment. OHL players receive professional level coaching. Junior A players do not.

BILLETS

Huntsville Otters

65. After being sent down to Huntsville, I lived in a billet house, which was a negative experience. I initially billeted in the house of Ross Fischer, who lived with his girlfriend. The atmosphere was uncomfortable and they often fought. Ross had many rules which I considered invasive. One example is, I was forbidden from shutting any door in the house, including my bedroom, so that Ross could monitor me at all times, including while sleeping. Ross also consistently made strange demands of me. One night, I was forbidden from eating dinner until I found Ross's cat, which had gotten outside and could not be located. Food was inconsistently provided, and I often had to make my own dinners. This house was a five-minute walk to the school and arena, so transportation was not an issue.

66. After complaining to the Otters, I was moved to another billet house. Four players lived there. I had my own bedroom. A second single bedroom was given to whichever player was performing the best on the ice at the time. The remaining two players shared a bedroom, which was not really a bedroom because it had a toilet in the middle of the floor. The conditions were generally poor, but I had heard much worse stories about other small town billet houses. The owner of this house lived in a different billet house with other players. She attended at our house to clean and provide some food, but, at age 16, I was often required to make my own meals and do my own laundry. We were largely unsupervised.

IceDogs

67. After receiving the news that I was being called back from Huntsville to Niagara, I was given only a few days to relocate to Niagara. I moved in with a billet family in November 2009. That family had three children who often snuck into my room and woke me up. At times I felt uncomfortable moving into the home of an unknown family, however, it was generally clean and comfortable. They provided me with meals when I was home, and I was given a large living area above the garage.

68. It was common to hear stories from other OHL players of negative experiences with billets.

69. I stayed with my billet family past the end of the hockey season, until the end of the school year, in order to finish my classes at the same high school. I then returned home to Toronto for the summer.

Colts

70. I was traded from the Ice Dogs to the Barrie Colts in December 2010. I stayed in the home of Peter and Rosanne Fusco. They had young twin boys. They provided me dinner if I was home in the evenings, and they did my laundry. I bought my own lunch at school every day.

71. On December 21, 2010, immediately after being traded to Barrie, I was in a serious car accident where I was knocked unconscious and sustained a concussion. I had problems with recurrent headaches and vision problems afterwards. I continued to play with the team, but I believe the club viewed me as a less valuable after my accident. On February 18, 2011, there was an incident at my billet house which the team used as an excuse to justify trading me.

72. I had returned from an away game in Sarnia around 2:00 am. I checked my phone to find that my girlfriend, Brittney, had been in a fight with her parents and asked to stay at my billet house. I asked Peter for permission, explaining that I could sleep downstairs on the couch and she would sleep in my room upstairs. He agreed. It was snowing so I asked to use his truck and he refused. I then retrieved Brittney in my car and we went to sleep as arranged with Peter. The next morning, I woke up and went to practice. Rosanne then discovered Brittney in her house. Peter denied ever giving her permission to sleep over. Rosanne was very upset, and called the Colts to report that I had been “sneaking” my girlfriend into the house. I played a game against London that night, where I was benched after letting in two goals. I then received a call from the Assistant Coach, David Bell, who screamed at me and told me that I was suspended. I asked what I had done, and his only explanation was to ask rhetorically, “What have you done?”, as if it was obvious.

73. By the time I returned home that evening after the game, my belongings had been placed on the porch. I was not allowed back inside the house. I was expected to find alternate living arrangements immediately, on my own. I lived with my sister’s boyfriend’s family until the end of the season.

74. I remained suspended for two weeks, until the other goalie was injured and the club needed me. I attended all practices and road trips during my suspension.

75. Even if I did not receive permission and genuinely “snuck” a girl into the billet home, I do not believe this would normally justify a suspension. I believe that the fact that the Ice Dogs lifted my suspension as soon as they needed me to play shows that the issue was not extremely serious. I believe this was, instead, used as an excuse to justify trading me.

Bulls

76. Over the summer of 2011, I was traded to the Belleville Bulls. I lived in the home of Ron and Susan Lucas, along with another player named Branden Morris. I had no issues with these billets.

Wolves

77. Over the summer of 2012, I was traded to the Sudbury Wolves. I lived in the house of a bachelor in his 40s who worked at a prison. I was here only briefly before I was cut from the team. I do not recall his name but there were no issues.

Wildcats

78. I lived with billets in Moncton in October 2012. I had no issues with these billets.

SCHOOLING***Huntsville***

79. When I was sent down to the Otters, I attended Huntsville Secondary School beginning in September 2009. This was my second high school.

IceDogs

80. After being recalled to the Ice Dogs, I attended Governor Simcoe Secondary School. This was my third high school. Unfortunately, none of my Huntsville courses were transferrable to the Niagara school, so I was forced to restart new courses in the winter term.

81. The club required me to attend school. All players who were still in high school attended the same school. We all viewed school as compulsory but a low priority. Few players took their studies seriously. In general, teachers gave us relaxed deadlines and graded us more easily than other students because hockey players deserved special treatment. I had a reduced course load with only three courses. My hockey career counted as a gym credit.

82. The OHL gives out an annual award to the player with the highest grades, one of which went to my teammate, Dougie Hamilton. However, getting good grades and studying was never something that the coaches or general manager discussed 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.

32. 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 Erie 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 in the OHL. 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.

83. I frequently missed school on Thursdays and Fridays because of home games or away game road trips. We sometimes attended school in the mornings before a road trip if the destination was relatively close by.

84. 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, and were therefore tired on Monday morning.

Colts

85. After I was traded to the Colts in December 2010, I was enrolled in Innisdale Secondary School, a public high school in Barrie. This was my fourth high school. Again, there was a problem with transferring credits into a new school board, so I was unable to complete the fall semester.

86. My experience at Innisdale was similar to the school in Niagara. All of the Colts players who were in high school attended. We were all expected to go to school but our grades were a low priority for the club and players.

87. My understanding is that Colts players are now enrolled in a private high school as part of their compensation for playing for the club.

Bulls

88. I continued my high school education through correspondence courses during my time in Belleville.

All Clubs

89. 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 distant 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.

DAILY SCHEDULE - ICEDOGS

90. 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.

91. 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

92. On weekdays, the high school students went to school at the normal time while older players participated in a 90 minute workout that everyone called "breakfast club". It was an intense workout where we were supervised by the club's trainers or another trainer at the gym to make sure we tried hard.

93. School ended at 3:00 pm and team practice started at 3:30 pm at the arena. Transportation was not provided. Each day we would have to figure out a way to get to the arena for 3:30 pm and we couldn't be late. I got a ride with other players in my first year and had my own car in the second year.

94. Practice always involved getting dressed in our gear and going out on the ice where the coaches would take us through a standard set of drills for about 2½ hours. For the first 1½ hours, the team would complete drills such as defensive zone coverage, power play, penalty kill and skill work such as passing and shooting. As a goalie, I completed some of the drills with the skaters and was in the net for some of the other drills. I would then practice with the goalie coach for another hour.

95. 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.

96. We would then cool down and undress. We would often have a team meeting at the end of practice with videos or other discussions with the club.

97. The high school students then had to travel to White Oaks Resort, the team's training facility, where all the players attended a compulsory workout. Transportation was not provided and players were expected to make their own way, usually by carpooling with other players. The club's trainer, Pete Donovan, sometimes attended but we also worked with a trainer who worked at White Oaks named Andra. We would complete cardio and weight training for another 1 ½ hours, finishing around 7:30 pm.

98. I would then return home around 8:00 pm. I usually made my own dinner.

99. After some practices, we were expected to attend promotional events in which case I would not arrive home until much later. Other promotional events would take place during the day, in which case we might leave school early or skip a practice.

100. On Thursdays and Fridays, if there was a home game, most or all of the day would be dedicated to preparing for the game. Non-students would attend an optional skate in the morning for 1 ½ hours, and the students would attend school in the morning. Students

would skip their afternoon classes to rest, eat a pre-game meal, and head to the arena around 5:00 pm. All players had to be at the arena two hours before game time. On Saturdays, if there was a home game, there would be an optional skate in the morning. Players would then go home to rest and eat a pre-game meal before returning to the arena around 5:00 pm.

101. We would tape our sticks, inspect the equipment, stretch, use the warm and cold tubs, warm up and prepare for the game. We would have an initial skate around 6:00 to 6:15 pm, and then return to the locker room. The coach would address the players.

102. 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. The scratched players would begin an intense workout at this time with the trainer, while the other players would dress and warm up. Goalies are never healthy scratches.

103. 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.

104. During the game, the coach directed when each line should come on and off the ice. The coach determined who was on each line, and who played on the power plays or penalty kills. The coach directed the style and strategy of play, including for the goalies. The coach sometimes instructed players to be more physical, to pick a fight, or to play more defensively or offensively. All activities during the game were tightly directed, controlled and supervised by the club.

105. The game would conclude around 9:30 to 10:00 pm if there was 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.

106. On Sundays, there would usually be a practice for the 3rd and 4th lines and healthy scratches. The star players were rested.

107. On weeks with home games, I estimate that players spent about 4½ hours practicing, working out, showering, dressing or in meetings with the team on Mondays, Tuesdays, Wednesdays and Thursdays without a game. On Thursdays and Fridays when there was a home game, I estimate the players in high school spent about 5½ hours per day and non-student players spent about 7 hours per day on practicing, showering, dressing, in meetings and playing the home game. On Saturdays when there was a home game, I estimate that all players spent about 7 hours per day on practicing, 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.

108. In total, I estimate that, in a week where we were playing home games, the players each spent 36½ hours working between Monday and Saturday when we had 3 home games, or 34 hours working when we had only 2 home games. In addition, approximately 15 players spent an additional 2 hours on Sundays. On top of this, there were also regular community events and sponsorship appearances which were compulsory for players to attend. I have also not accounted for travel time going to and from the rink and school.

Weeks with Road Trips

109. 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. We played games against every team in the OHL, however, most frequently against teams in our division: Barrie, Mississauga, Brampton and Sudbury.

110. We traveled to away games in a luxury coach bus. On weeks with a Thursday night away game, we left as a group anywhere from 9:00 am to 1:00 pm depending on the destination. We often missed school for road trips. 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 2:00 am or later, for a total of 63 hours of travel, practice and away games. On these weeks players were also with the team for about 16 ½ hours from Monday to Wednesday for a total of 79 ½ hours. Upon arrival, the rookies were required to clean the bus, which could take one to two hours, concluding at 3:00 or 4:00 am, for a total of 81 ½ hours.

111. The travel distances for away games were sometimes very long. After playing a game we usually left that city around 10:00 to 11:00 pm. Upon arrival at the next city, we would unload the bus at the arena, then head to a hotel. We often arrived at 2:00 or 3:00 am. We would then wake up at 8:00 am for a group breakfast. If we had ice time at the other club's arena, then we would have a mandatory skate. Otherwise, we might go for a group walk or have team meetings. We then rested before a group pre-game meal, and drove to the arena two hours before the game.

112. After the game, we would undress, cool down, put on our suits, sign autographs and tend to any media interviews. We would then load the bus and head out. If we had another away game, we would do the same thing again, beginning with unloading the bus at the arena and heading to the hotel. If we were returning home then we would sleep on the bus until arriving at the arena, where players would unload their gear. Rookies would also unload the team's equipment and clean the bus before making their own way home.

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

114. Whenever we stopped for food on the road, the club provided us with pocket money for snacks. The club's sponsors also provided goodie bags with snacks.

115. 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.

DAILY SCHEDULE – COLTS, BULLS AND WILDCATS

116. The players' schedule with the Colts, Bulls and Wildcats was similar to the Ice Dogs in the sense that we had a fixed daily schedule for practices and games, and an itinerary for away games. The only major difference was that the Colts did not have regular workouts for the team. My understanding based on many discussions with many players from many other teams was that the Colts were unusual in this regard.

117. Otherwise, players on all of my teams devoted about the same number of hours to the team. Players attended practices for 2 to 3 hours on all days except game days and some certain Sundays. The activities at practices were essentially the same for every team. We would do the same kinds of drills which were run by the coaches.

118. Other than in Barrie, players worked out for 1½ hours on all days except on game days and Sundays. The workouts were structured and supervised, and similar at every club.

119. All teams have the same number of games. All teams have the same game day obligations including an optional morning skate and then arriving two hours before the

game. The coach would address players. We then warmed up, taped our 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.

120. The road trips were the same at every club. We would meet at the arena, load the bus and depart in the morning or early afternoon 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.

121. 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, when we would drop off the equipment at the arena, and then sleep in a hotel. Several hours later, 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 home early the next morning, where the bus was unloaded and cleaned by players.

122. Based on my experience in the OHL, I am confident in stating that the schedules I have described for the Ice Dogs, Colts and Bulls, 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. My time at Moncton in the QMJHL also involved the same kinds of activities and the same level of time commitment.

BEING AN OHL HOCKEY PLAYER – PLAYING IN THE OHL***A: Services Performed By Players***

123. 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

124. Players on all teams are subject to disciplinary type 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).

125. All OHL players want regular ice time because we are pursuing our dreams of having 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.

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

127. All OHL players hope to get drafted by the NHL. Typically, to get drafted by the NHL, 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.

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

129. Players on all of the teams that I played with (and to my knowledge on every OHL team) could be scratched, sent home or traded to another team. Some players could even be scratched for every game in an entire season. Scratched players are required to attend all practices, training, meetings, road trips and promotional events, and they watch each game from the stands.

130. 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.

131. 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. I was sent to the Huntsville Otters for this reason. The player must report to that club or he will be released 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.

132. 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 usually means the end of his career. 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.

133. The clubs can also trade players 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 SPAs. 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.

134. Being traded means that you had to move to another city, live with a new billet family, 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.

135. In my second year on the Ice Dogs, on December 8, 2010, the head coach, Marty Williamson, told me that I was being traded to the Barrie Colts. The IceDogs were a top team that season and the Colts were at the bottom of the standings, so this was disheartening news. There was no conversation about whether I wished to move to Barrie, or whether my schooling would suffer with a mid-year trade. I understood that I was expected to report to Barrie or that my career in hockey would be over. I packed my belongings and drove to Barrie that evening. By December 11, 2010, I was playing on the Colts in a game against the Ice Dogs.

136. Over the summer of 2011, I was traded from Barrie to Belleville. As explained, I believe this was related to my car accident and resulting head injuries. Jason Ford called me in June or July 2011 to explain that I was being traded. He said that players are not normally told in advance but he was extending me the news as a courtesy. Barrie was

getting Darren Archibald (a top scorer) and Dalton McGrath (a top goalie) in exchange for me and a few draft picks. There was no conversation about whether I wished to move to Belleville. I understood that I was expected to report to Belleville or my career in hockey would be over. I then received calls from the press including the Barrie Examiner. I visited the arena in the summer and then reported to training camp in August.

137. Over the summer of 2012, I was traded from Belleville to Sudbury. Belleville's head coach, George Burnett, called me to advise that I was being traded. Belleville was getting two picks from the European draft in exchange. There was no conversation about whether I wished to move to Sudbury. I understood that I was expected to report to Sudbury or my career in hockey was over.

138. Instead of attending training camp with the Wolves, I travelled with the team to Russia to compete in the 2012 Junior Club World Cup. I played several games and we won gold. I thought I had impressed the team. A few days after returning to Canada, I was called into the office of the coach, Trent Cull, along with the manager. He told me that I was being cut from the team. He seemed saddened and surprised by this news. It appeared to have been the club owner's decision. I was expected to leave my billet home and move back to my parents' home immediately. I was devastated because I thought that my hockey career might be over.

139. My agent then got in touch with me in September 2012 to say that the Moncton Wildcats were interested in me. I spoke to the coach, Danny Flynn, who referred to the QMJHL as the league of second chances. I believe they spent \$5000 to secure my rights from the OHL and the Wolves. I joined the team after training camp, went on one road trip and then quit after my final concussion.

140. 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.

141. 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.

142. 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*

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

144. Part of this is the huge amount of work required of every player in the OHL. Given the demanding, repetitive daily schedules and 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.

145. 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. And you can be moved several times, causing you to remain isolated in new cities with new teams, billets and schools. All you have is your work – that is to perform for your club playing hockey.

146. Players are expected to perform in many new ways. OHL games are now played in rinks for huge audiences surrounded by fans and the media. The games are televised. There are sponsors using your image in photographs, on websites, and in a video game. There are reporters who want to interview you. I gave many newspaper interviews and once appeared on Colts Corner, a TV show on the local Rogers channel in Barrie.

147. 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

148. 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 players referred to it. It is also how the coaches referred to it when telling us that our paycheques were ready.

149. My SPA provided that I was to be paid \$50 per week. I was paid by cheque every two weeks.

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

151. In Belleville, the coaches handed out paycheques in the dressing room. They would shout out, "Come get your paycheques" or "We're doing pay." In Niagara, the paycheques were left in our stalls. In Barrie, I think the paycheques were directly deposited into our bank accounts.

152. 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 "peanuts" because it was insignificant and did not even cover the bare necessities of living. It did not cover expenses for my cell phone, lunches at school, clothing, transportation, or any kind of recreation like going to the movies. I relied on my parents who gave me at least \$400 every month to get by. There were often grumblings in the dressing room when paycheques were being handed out but we were afraid to say anything about it for fear of being disciplined.

153. A common topic of discussion at social events was how unfair it was to pay us so little for the amount of work we were doing.

154. All of the players in the OHL knew that if they played for a team in their overage year (as 20-year-olds), then the weekly fee went up from \$50 to \$150. 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, even

though their duties as hockey players are the same as every other player, they earn \$150 per week while everyone else only received \$50.

155. When I played for the Ice Dogs, we also regularly received gift certificates for Gail's Gas Bar, a local gas station.

156. I am also aware that some star players were given additional money. When I played for the Ice Dogs, Billy Jenkins, a star player drafted 25th overall in 2010, was paid \$400 in a pay cheque while I received \$100. Billy showed me his paycheque when we were driving home on a pay day. When I played for the Bulls, Malcolm Subban, a star player whose brother P.K. Subban played for the Bulls before becoming an NHL star, claimed during a conversation with me to receive \$0.50 from every Bulls ticket sold.

E: Work – Risk of Physical Injury

157. 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. Most players face some pressure to fight in games. Goalies are not usually expected to fight unless directly confronted by the opposing goalie.

158. 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.

159. I sustained six concussions in my hockey career, four of which took place during OHL games. My first concussion occurred when I was playing for the AAA Colts during the 2008/09 season. I experienced symptoms like headaches, pressure in the skull,

disorientation, dizziness and “floaters” in my eye. I later learned these were concussion symptoms.

160. On December 21, 2010, immediately after being traded to Barrie, I was in a serious car accident where I was knocked unconscious. I sustained a serious concussion, in addition to a shoulder injury and possible laceration to my liver. I was rushed by ambulance to Royal Victoria Hospital in Barrie. The team was aware of the accident. The first responders called the team instead of my parents or billets when I was taken to the hospital. The general manager, Jason Ford, and goalie coach, Dan Cloutier, attended the hospital where I was receiving emergency treatment. When I was discharged, the doctor advised me against playing hockey until being cleared by a concussion specialist in Toronto.

161. After returning home for a few days, I was instructed to participate in practices the following week and told to play a game against Owen Sound on December 31, 2010. At that time, I still had concussion symptoms including headaches, dizziness, and trouble with my vision. The team’s athletic therapist, Richard Rotenberg, and the team’s doctor, Stuart Murdoch, cleared me to play despite these symptoms. I continued to play because that was expected of me. In a game against Sudbury on January 7, 2011, my concussion symptoms were so severe that I asked to be taken off the ice for the third period. Players are not supposed to ask to be taken off the ice and I was very hesitant to make this request because I knew the coach would disapprove and might provide me fewer opportunities in the future. I was particularly intimidated because the coach at that time was Dale Hawerchuk, an NHL legend.

162. In a game against Owen Sound on January 20, 2011, an opposing player, Andrew Shaw (who now plays in the NHL), collided into me, causing me to fall to the ground. My concussion symptoms immediately became much more severe. I felt pressure in my skull and could not focus. I again asked to be taken off the ice. From that point onwards, I

had constant headaches and migraines, I could not sleep, I had problems with my vision and my mood became more irritable. I therefore believe that I suffered a serious brain injury.

163. I later brought a claim for personal injuries against the club, Barrie Colts Junior Hockey Ltd., as well as its owners, managers and certain employers: Howie Campbell, Jason Ford, Dale Hawerchuk, David Bell, Todd Biller, Dan Cloutier, Richard Rotenberg and Stuart Anderson Murdoch. I claimed that the defendants were negligent and in breach of my standard player agreement. I also sued Dr. Stuart Anderson Murdoch, the club's physician, for medical malpractice. The action is affixed with Court File Number CV-12-469821. The litigation is ongoing.

164. In May 2011, I hit a deer with my car. My head hit something in the car and my concussion symptoms grew worse.

165. After the 2010/11 season, I returned home over the summer and my concussion symptoms improved slightly. The headaches were constant but bearable. I was then traded to Belleville. In a particularly violent game against the Oshawa Generals, I was hit hard by an opposing player and my concussion symptoms immediately returned. I struggled with concussion symptoms through the season, particularly headaches and "floaters" in my vision. A highlight video from that game is posted on BellevilleBulls.com and attached hereto and marked as **Exhibit "L"**.

166. My mood and demeanour changed after this last hit. I was more irritable with my parents and more reserved with the club. The Coach, George Burnett, noticed a change in my personality and invited me to take a week off to "get my head tested". I saw a psychiatrist, Dr. Randy Kats, during this week. I then returned to the team.

167. After signing with Moncton, during a practice in October 2012, a teammate took a slap shot on goal and the puck hit my helmet. My symptoms again returned and were very severe. I was unable to continue playing and worried for my long-term health. I therefore left the team, returned home, and took the rest of the year off.

E: Work – Players Are Expected To Fight

168. 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 or be penalized with less ice time. If you do fight, you can be rewarded with more ice time.

169. 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, especially because 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. My teammate, Johnson Andrews, was knocked unconscious in a fight during a game on October 2, 2010. A video of the fight is attached hereto and marked as **Exhibit "M"**. My friend, Matt Baldasara, was covered in his own blood by the end of a fight on January 21, 2010. This was ranked as the best fight of the year on DropYourGloves.com.

F: Work – It's a Professional League

170. The NHL draft occurs every year in June, and all players aged 18 and over are eligible. If an OHL player is drafted and 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.

171. The level of coaching in the OHL is comparable to that in the NHL. My IceDogs goalie coach, Ben Vanderklok, was a former NHL goalie coach. My Colts coach, Dale Hawerchuk, was a NHL star. My Colts goalie coach, Dan Cloutier, was a former NHL player. My Bulls coach, George Burnett, was previously an assistant coach in the NHL. My Moncton coach, Danny Flynn, was also a former NHL assistant coach.

172. 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 play 68 games and the NHL players play 82 games, in addition to exhibition and post-season games.

173. Most of the games I played in the OHL, either at home or away games, were in arenas that were sold out or nearly sold out with thousands of screaming fans. At Belleville, my name was on a banner hanging from the arena that read “Off the Chartrand!” I was frequently interviewed by and reported in the media, and recognized in the public. All of my OHL games had 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 and OHL game and an NHL game, except maybe the size of the players, given our ages.

174. 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.

175. "Semi-professional" is a term used by players that just means we were a step below the NHL and the American Hockey League ("AHL") 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?

176. The OHL has claimed 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.

177. Playing in the OHL is about winning. It is 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.

178. 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. I was sent down to the Huntsville Otters for this reason.

179. 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.

180. 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 receive only 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 three pairings of defencemen, but only the first two pairings (the "top four defencemen") receive significant ice time. There are two goaltenders, usually a starter and a backup.

181. The top six forwards, the top four defencemen and the starting goalie 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.

182. 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.

Many of my teammates would sometimes not know why they were scratched and not know what more they could do to get ice time. They would express this to me and other teammates.

183. 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. As a goaltender, I had to reliably keep pucks out of the net, failing which I would not get much ice time.

184. 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.

185. 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. The coach may not even care if those players score or even pay attention to the puck so long as they physically confront the other team.

186. In terms of feedback (which presumably would be part of assisting players to improve their skills as part of a development league), the feedback was generally reactive rather than helpful and proactive. For example, while playing for the Ice Dogs on December 31, 2009, I let in 8 goals in a game against Erie. I felt very low after this performance. After the game, the general manager, Mr. Brown, stormed into the dressing room and told me to follow him outside. He screamed at me furiously. He told me that if I ever played that way again, he would let me “rot in the minors”.. He did not offer any comments on what I did wrong or how I could have improved my performance.

187. My lawyers advise me that Denise Burke, part-owner and Chief Executive Officer of the Ice Dogs, submitted an affidavit. At paragraph 6, she describes the club as “an extension of [their] family”. At paragraph 11, she refers to a “type of surrogate parental relationship that teams now have with their players”. This was not my experience. Denise Burke was always polite with me, She and her husband Brian Burke were around more than the owners on the other teams I played on but for the most part even they were not usually around. Players mostly interact with the coaches and managers. I never felt like the owners or clubs treated me as their adopted children and I do not think any players felt that way.

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

189. Andrew Agozzino explains at paragraphs 22 to 23 of his affidavit that the players on the Ice Dogs 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.

190. Both of these players were stars on their teams. Andrew Agozzino was drafted in the first round of the 2007 OHL draft. Jordan Binnington was drafted in the second round of the 2009 OHL draft. 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 they reflect poorly on the club and its scouts.

191. The star players on any team will report that they received ample ice time and were treated well. I imagine Connor McDavid or Steven Stamkos or Wayne Gretzky would say the same thing. Also I observed that the star players families /parents usually developed close personal relationships with the owners, general managers and head coach.

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

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

193. 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.

194. 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.

195. 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. For example, with the Bulls, my roommate Branden Morris was usually scratched in favour of other, younger players who had recently joined the team.

196. 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.

197. 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.

198. 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.

199. 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 we are also told that we will be paid for the time we spend on the team in that sense as well. I am informed by my lawyers that the OHL changed how they pay players around 2014, and that the payment is no longer called a "fee" but is now called a "reimbursement" for expenses. I was never paid reimbursements or submitted receipts.

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

Exceptional Skills and Abilities

200. 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

201. 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.

202. 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

203. 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 personal training and on-ice goalie 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.

204. 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

205. 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

206. 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. My name was on a banner in Belleville that read "Off the Chartrand!" Some of my teammates were plastered across billboards in town, on ticket stubs, on brochures and websites. 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.

207. I attended numerous promotional events. Attending promotional events was a normal part of being an OHL player. All clubs make efforts to engage the community and bring in sponsorship by having players attend events.

208. I am advised by my lawyers that, in Spencer Abraham's affidavit, he explains at paragraph 20 how players "were not required to attend or participate" in community events. In my experience at all teams, these events were mandatory.

Behave with good standards of honesty, morals, fair play

209. 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.

210. 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

211. The SPA at 4.2(f) required that I only use my club's equipment. I only used the clubs' equipment and, to my knowledge, so did the the players.

Use of My Image

212. 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.

213. 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

214. 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. My completed Niagara Ice Dogs Pre-Season Medical Evaluation dated July 30, 2009 is attached hereto and marked as an Exhibit "H" above.

Best Reasonable Efforts to Pursue an Education

215. The SPA at 4.2 (g) required that I make reasonable efforts to pursue an education. Schooling was difficult because I switched between five high schools and often had problems transferring credits. I also frequently missed school on Thursdays and Fridays because of hockey games. By time I was in Belleville, I only took high school courses through correspondence so as not to miss any practices or games.

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

Other expectations and restrictions

217. 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.

218. 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.

Termination

219. 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 OIIL, 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.

220. 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

221. 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.

222. 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 military-like organization with a clear hierarchy. The coaches and managers control everything. Players are expected to obey their commands, follow their rules and satisfy their expectations dutifully. 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).

223. Players would be worried about suing their club from fear of being characterized by the clubs and coaches as a traitor or trouble-maker or greedy. The possibility of being singled-out by the club or the commissioner would be highly intimidating to most players.

224. Attached hereto and marked as **Exhibit "N"** 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.

225. 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

226. 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.

227. 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.

228. For similar reasons, former players would be reluctant to disclose their identities in a player survey arranged by my lawyers. I have talked to some players and they will only do the survey if their identities are 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 Toronto, in the Province of)
)
Ontario, this 9th day of June, 2016)
)
)
)



(A Commissioner, etc.)



JOHN PAUL CHARTRAND

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

LEAGUE UPDATE YOU ARE CURRENTLY VIEWING THE OLD OHL SITE WITH OUTDATED CONTENT - CLICK TO VISIT THE NEW ONTARIOHOCKEYLEAGUE.COM

OFFICIAL SITE OF THE ONTARIO HOCKEY LEAGUE

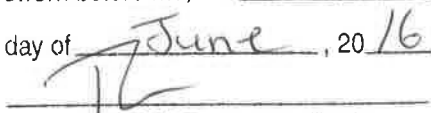
Search GO

John Chartrand

Hamilton Bulldogs



Name John Chartrand
Number 29
Position Goaltender
Shoots Left
Height 6.01
Weight 180
Birthdate July 7, 1993
Hometown Barrie, ON

This is Exhibit "A" referred to in the affidavit of John Paul Chartrand sworn before me, this 9th day of June, 2016

 A commissioner for taking affidavits

Regular Season

VIEW STATS BY GAME

Season	Team	GP	GA	Mins	Saves	GAA	SV%	W	L	OTL	SOL	T	SO
2011-12 Regular Season	Belleville Bulls	22	82	1229	629	4.00	0.885	8	11	1	0	0	1
2010-11 Regular Season	Niagara IceDogs	9	32	536	235	3.58	0.880	5	4	0	0	0	0
2010-11 Regular Season	Barrie Colts	23	95	1155	633	4.93	0.870	8	10	1	0	0	0
2009-10 Regular Season	Niagara IceDogs	7	23	359	165	3.84	0.878	1	4	0	0	0	0
Total:		61	232	3279	1662	4.24	0.878	22	29	2	0	0	1

Playoffs

Season	Team	GP	GA	Mins	Saves	GAA	SV%	W	L	OTL	SOL	T	SO
2012 Playoffs	Belleville Bulls	0	0	0	0	0.00	0.000	0	0	0	0	0	0
2010 Playoffs	Niagara IceDogs	0	0	0	0	0.00	0.000	0	0	0	0	0	0
Total:		0	0	0	0	0.00	0.000	0	0	0	0	0	0



33

John Chartrand

Moncton, Wildcats

Season 2013 | Playoffs

Position: G Catches: L Height: 6'01" Weight: 185

Birthdate: 1993-07-07

Birthplace: Fredericton, NB




 QMJHL - Signed: 2012, Mon

Statistics & Records

Statistics 

REGULAR SEASON															
Season	Team	GP	W	L	T	Mins	GA	SO	GAA	SH	SAV%	SGA	GAS	SSH	SSA%
2012-13	Moncton	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Career Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-

This is Exhibit "B" referred to in the affidavit of John Paul Chartrand sworn before me, this 9th day of June, 2016


A commissioner for taking affidavits



It takes a little more.....to make a champion

This is Exhibit C referred to in the affidavit of John Paul Chartrean sworn before me, this 9th day of June, 2016

 A commissioner for taking affidavits

**Toronto Jr. Canadlens Major Bantam AAA
 Summer / Training Camp Schedule**

Date	Time	Location	Activity
Summer Break			
August 13th,2007	8:00-9:30PM	CIA	Team Practise - skating & skills development
August 14th,2007	7:30-9:00PM	CIA	Team Practise - skating & skills development
August 14th,2007			2nd Installment Payment for Registration \$2,000.00
August 16th, 2007	10:00-12:00PM	Weston Lions Park	Fitness Assessment
August 17th/18th &19th 2007	TBA	Chesswood Arena	Canada's Wonderland Hockey Tournament
August 19th-25th,2007	Over night	Teen Ranch	Team Training Camp
August 28th, 2007	7:15-8:45PM	CIA	Pre-season Prep.
August 29th,2007	7:15-8:45PM	CIA	Pre-season Prep.
August 30st,2007	7:15-8:45PM	CIA	Pre-season Prep.
September 6th-9th,2007	TBA	Chesswood	Red Wing Early Bird Tournament
Sept. 10th,2007			Regular Season starts
Sept. 11th,2007			3rd Installment Payment for Registration due \$2,000.00
Practises			
Monday	8:00-9:30PM	CIA	Team Practise
Tuesday	8:30-9:30PM	CIA	Video Analysis @ 7:15pm Team Practise
Thursday	7:15-8:45PM	CIA	Team Practise
Tournaments			
Canada's Wonderland	Toronto		August 17th/18th & 19th 2007
Red Wings Early Bird	Toronto		September 6th - 9th 2007
Nike/Bauer	Chicago	USA	November 2nd - 4th 2007
Marlboro Xmas Tournament	Toronto		December 26th - 30th 2007
Silver Stick	Port Huron	USA	January 10th - 13th 2008



it takes a little more.....to make a champion

**Toronto Jr. Canadiens Major Bantam AAA
Spring / Summer / Training Camp Schedule**

Date	Time	Location	Activity
April 16th, 2007	8:30 PM - 10:00 PM	CIA	Tryouts
April 23rd, 2007	7:30-9:00 PM	CIA	Team Skate
May 1st, 2007	7:15-8:45PM	CIA	Parent Meeting Team Practise - skating & skills development
May 8th, 2007	7:15-8:45PM	CIA	Team Practise - skating & skills development
May 8th, 2007			Equipment Fitting @ CIA @ 6:15 PM
May 10th, 2007	8:00PM	FITS Gym	Rygos/Stephenson/Nice/Fawcett/Ramsden/DiNardo/Nishi
May 15th, 2007	7:15-8:45PM	CIA	Team Practise - skating & skills development
May 17th, 2007	8:00PM	FITS Gym	Chartrand/Li/Bell/Hladin/Sproul
May 22nd, 2007	7:15-8:45PM	CIA	Team Practise - skating & skills development
May 24th, 2007	8:00PM	FITS Gym	Jackman/Kavaratzis/Friedmann/Giftopoulos/Vessio
May 28th, 2007	7:15-8:45PM	CIA	Team Practise - skating & skills development
June 5th, 2007	6:00-9:00PM	CIA	1 st Installment Payment for Registration \$2,000.00 Parent & Player Meetings, schedule TBD
June 5th 2007	7:15-8:45PM	CIA	Team Practise - skating & skills development
June 8th-9th&10th, 2007	Spring Tournament		Ronald McDonald Tournament - Chesswood & Vaughan Sport
June 12th, 2007	7:15-8:45PM	CIA	Team Practise - skating & skills development
June 19th, 2007	7:15-8:45PM	CIA	Team Practise - skating & skills development
June 26th, 2007	7:15-8:45PM	CIA	Team Practise - skating & skills development
July 30 - Aug 3 ALL DAY CAMP Jon ELKIN			
Summer Break			
August 13th, 2007	8:00-9:30PM	CIA	Team Practise - skating & skills development
August 14th, 2007	7:30-9:00PM	CIA	Team Practise - skating & skills development
August 14th, 2007			2nd Installment Payment for Registration \$2,000.00
August 19th-25th, 2007	Over night	Teen Ranch	Team Training Camp
August 28th, 2007	7:15-8:45PM	CIA	Pre-season Prep.
August 29th, 2007	7:15-8:45PM	CIA	Pre-season Prep.
August 30st, 2007	7:15-8:45PM	CIA	Pre-season Prep.
September 6th-9th, 2007	TBA	Chesswood	Red Wing Early Bird Tournament Tentative
Sept. 10th, 2007			Regular Season starts
Sept. 11th, 2007			3rd Installment Payment for Registration due \$2,000.00
Practises			
Monday	8:00-9:30PM	CIA	Team Practise
Tuesday	8:30-9:30PM	CIA	Video Analysis @ 7:30pm Team Practise
Thursday	7:15-8:45PM	CIA	Team Practise

Aug 6-10 NTR NEWMARKET

Aug 16th - COACH MILLER ASSESSMENT 10:00 AM WESTON LIONS PARK

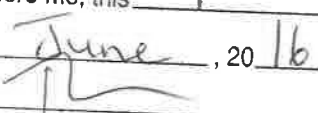
Aug 17-19 WONDERLAND TOURNAMENT

Aug 19 - TEEN RANCH



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

www.niagaraicedogs.net

This is Exhibit "D" referred to in the
affidavit of John Paul Chartrand
sworn before me, this 9th
day of June, 2016

A commissioner for taking affidavits

Monday, May 4, 2009

Dear John Chartrand,

We would like to take this opportunity to congratulate you on your incredible accomplishment of being drafted into the Ontario Hockey League this past Saturday. With only 300 players being selected, you have put your self in a very elite class of athletes. We would also like to officially welcome you and your family to the Niagara IceDogs organization. We are thrilled to have you as a member of our team and look forward to a bright future together.

On May 30th we have scheduled our one day Orientation Camp. During this time we will host a morning and evening inter-squad game, have you undertake a quick fitness test, and tour both the arena and the school our boys attend. This should give you a clear idea of the Organization's goals and objectives while we make ourselves available to answer any questions you may have about us or the League. This is a very important day and isn't by any means a tryout but rather a beginning to what we hope is a long standing relationship. As you will learn, the well being of the player comes first and is of utmost importance to the Niagara IceDogs.

We have attached a copy of the spring orientation schedule for your perusal and would encourage you to contact us if you have any questions. I suggest that as you reflect back on your minor hockey success, you take this time to thank those who have supported you through the years and who inevitably were major contributors in helping you achieve those accomplishments and memories. Hockey is full of ups and downs, and it's your support group that becomes most significant in assisting you through those difficult times, enabling you to experience times like this past weekend, or possibly a Memorial Cup and hopefully an NHL career.

Congratulations and welcome to the Niagara IceDogs

Sincerely,

Dave Brown
General Manager
Niagara IceDogs



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

www.niagaraicedogs.net

Spring Camp Orientation 2009 Saturday May 30, 2009

Time	Activity	Location	Description
9:00 AM – 11:00AM	On Ice Scrimmage	Seymour Hannah Arena	Inter-squad game controlled by referees
11:30	IceDogs Bus Departs for Gatorade Garden City Arena – Tour of Arena	Gatorade Garden City Arena	Tour of arena (Gatorade Garden City Complex)
12:15 PM	Team Lunch at the Founders Club	Gatorade Garden City Arena – Founders Club	Team Lunch in Founders Club, catered
1:15 PM	Bus to depart for High School Tour and Organizations introductions– Governor Simcoe Secondary	Governor Simcoe Secondary School	School tour by Tim Tope, academic advisor and guidance councilor at the school
2:15 – 3:00	Fitness testing (Stretching, Agility and Aerobic components)	Governor Simcoe Secondary School	Baseline fitness testing
3:15 PM	Bus Departs for the Seymour Hannah Arena -	Governor Simcoe Secondary School	Return to arena (Seymour Hannah)
4:30 PM	Team Stretch	Seymour Hannah Arena	
5:00 PM	On Ice Scrimmage	Seymour Hannah Arena	Inter-squad game controlled by referees
7:00 PM	Team Meeting and meal to go, closing Remarks	Seymour Hannah Arena	Brief player exit meeting and BBQ meal to go



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

www.niagaraicedogs.net

Niagara IceDogs 2009 Fitness Testing

1. Aerobic Fitness- Cooper 12 minute run (off-ice)//or/ Figure 8 40 lap test (on Ice)
2. Anaerobic Lactic Power- 400 meter run (off ice)//or// Skating Anaerobic Power Test (on ice) - in this test a player performs 12 repeats of a 20 yard grid
3. Anaerobic A-lactic Power- 50 meter sprint (off ice)//or// Blue line to blue line test
4. Agility- Skating Agility test
5. Explosive Power- Standing Long Jump
6. Chin Ups- Upper Body Strength
7. 1 Rm- Leg Press assessing lower body strength
8. Push ups- assessing muscular endurance



Tim Tope
Academic Advisor

35 Queen Street
St Catharines, Ontario,
Canada L2R 5G4

School Year 905 934 4006 ext 230
Summer Contact 905 984 3304
Fax 905 682 9129

academics@niagaraicedogs.net
www.niagaraicedogs.net

This is Exhibit ^{"E"} referred to in the
affidavit of John Paul Chartier
sworn before me, this 9th
day of June, 20 16

A commissioner for taking affidavits

Niagara Ice Dogs

Spring Training Camp

Education Seminar for Parents and Athletes

Location: Governor Simcoe Secondary School

Topics of Discussion:

OVERVIEW

Your Niagara Ice Dogs provide an Academic Advisor to ensure that the O.H.L. Scholarship Program is implemented for each player. (See www.bestofbothworlds.com or ohl.ca)

1. My Role as Academic Advisor

- to give your son every opportunity to be a successful student
- to act as a liason between school and parents.
- to provide all information to parents as needed (email contact, monthly progress reports etc.)

2. Overview of Governor Simcoe Secondary School

- location
- dynamics of school... MSIP schedule
- recent success stories

3. Governor Simcoe to Home School - How it all works

- early discussions with home school guidance department
- course matching

4. Post-Secondary Support

- application process
- extra support for course work (tutoring)
- office hours for post-secondary students in need of career planning and support.



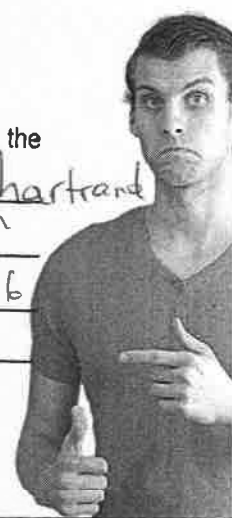
Get The Most Downloaded Video Series For Parents On The Internet

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

- **Video 1:** How To Get Drafted (& What To Do If Your Son Is Not)...
- **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 "E" referred to in the affidavit of John Paul Chartrand sworn before me, this 9th day of June, 2016

A commissioner for taking affidavits



DOWNLOAD NOW

VIDEO

2 Top Place Scouts Will Watch Your Son This Season
Nick Olynyk

A Formula That Gets You Invited To Tryouts

ADVICE FROM EXPERIENCE

Major Junior

Nick Olynyk

What Is Junior Hockey?

VIDEO

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

Nick Olynyk

How To Play USA Junior Hockey

VIDEO

The Internet's Most Downloaded Video Series For Bantam & Midget Hockey Parents

Nick Olynyk

Junior Hockey Truth for Parents

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 1274 0 Comments

CONTINUE READING



NA3HL League Guide
Written by [Nick Olynyk](#)

USHL Draft & League Guide
by [Nick Olynyk](#)

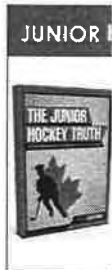
GMHL League Guide
by [Nick Olynyk](#)

SUHL League Guide
by [Nick Olynyk](#)

NAHL League Guide
by [Nick Olynyk](#)

WHL Draft and League Guide
by [Nick Olynyk](#)

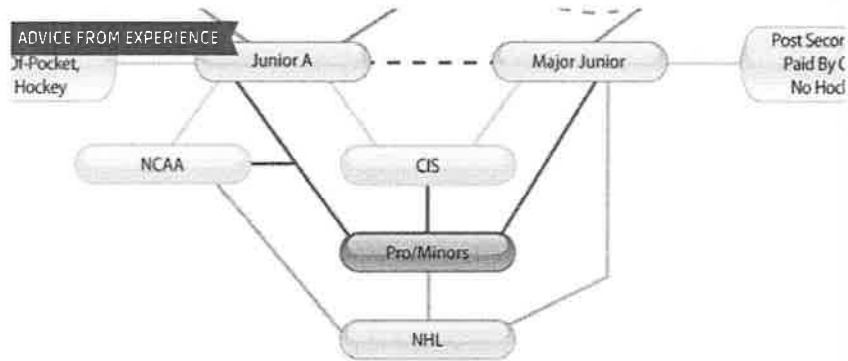
OHL Draft and League Guide
by [Nick Olynyk](#)



Follow



AVAILABLE IN BOOK



What Is Junior Hockey?

Written by [Nick Olynyk](#)

Junior hockey is the highest level of amateur hockey in North America. It is the last level players play before jumping to pro, or in some instances collegiate hockey. Hockey is

- BCHL League Guide**
by [Nick Olynyk](#)
- CCHL League Guide**
by [Nick Olynyk](#)
- OJHL League Guide**
by [Nick Olynyk](#)
- MJHL League Guide**
by [Nick Olynyk](#)
- SJHL League Guide**
by [Nick Olynyk](#)
- AJHL League Guide**
by [Nick Olynyk](#)



Click Bel



ABOUT THE AUTHOR

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

CLICK HERE & si

FOR SERIOUS PAR

GET THE I
MOST DO
VIDEO SEI
PREDICTS
JUNIOR H
FUTURE

Never any spam

Email Address

First Name



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)...

9 months ago 1253 27 comments

[CONTINUE READING](#)



Get the **FREE** guide for midget hockey parents.



**GET SCOUTED
GET LETTERS
GET A TRYOUT
CLICK HERE**

**FOR PLAYERS
ONLY!!!
CLICK HERE**



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...

14 months ago 1158 0 Comments

CONTINUE READING

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 1409 2 Comments

CONTINUE READING

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...

7 months ago 1731 0 Comments

CONTINUE READING

WHAT YOU'RE SAYING...

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

Subscribe



AMERICAN GUIDE



JUNIOR H



WHAT YOU'RE SAYI

"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 fan that you contin[son] and his sitl detail

[He] says, 'The Jr 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

LEAGUE GUIDES **NORTH AMERICAN**

3HL

NASHL League Guide

Written by [Nick Olynyk](#)

Here is our guide about how to play in the NASHL. 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 ...

12 months ago 5735 0 Comments

[CONTINUE READING](#)

was extremely f...
son's tender.

Thanks for helpi...
the players that...
through the cra...
- J.P. (American

As a note [our sc...
personalized le...
and responded...
[Training Camp...
with your Junior...
(now Canadian

I just wanted to...
where we are wi...
Invite Formula]...
feedback I have

First off, I can't t...
the help with th...
many invites to...
American) camp...
believe it's beca...
did paper bio's l...
much from it. Th...
100% changed. I...
from most of th...
(American Hock



VIDEO

2 Top Place Scouts Will Watch Your Son This Season

Nick Olynyk

A Formula That Gets You Invited To Tryouts

ADVICE FROM EXPERIENCE

What is Junior Hockey?

VIDEO

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

Nick Olynyk

How To Play USA Junior Hockey

VIDEO

The Internet's Most Downloaded Video Series For Bantam & Midget Hockey Parents

Nick Olynyk

Junior Hockey Truth for Parents

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 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 and sort the scholarships by team. You'll see where junior players from this season are headed next season in the NCAA.



Why Play NCAA Hockey

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

From: David Brown (d.brown@niagaraicedogs.net)
To: d.brown@niagaraicedogs.net
Date: Monday, June 8, 2009 5:16:44 PM
Subject:

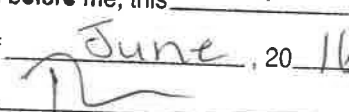
ays

wanted to let you know that our organization would like you to attend Main Camp. Main Camp is scheduled for August 27th with
ness, followed by 2 ice session a day for both the 28th and 29th. Later this week or early next week I hope to have the entire
ain Camp schedule prepared. Also I will send a few forms for you to complete prior to training camp. One thing we will require,
for you to have a physical with your family doctor prior to attending camp, you may want to schedule your appointment now to
sure you get into see them prior ro the 27th of August.

ain great job! I will be in touch.

ncerely,

David A. Brown
General Manager
d.brown@niagaraicedogs.net
Niagara IceDogs, OHL
Queen Street
Catharines, ON L2R 5G4
(905) 323-9704 - Office
(905) 323-9709 - Fax

This is Exhibit ^{"G"} G referred to in the
affidavit of John Paul Chartrand
sworn before me, this 9th
day of June, 2016

A commissioner for taking affidavits

This is Exhibit "H" referred to in the affidavit of John Paul Chartrand sworn before me, this 9th day of June, 2016

Niagara IceDogs Pre-Season Medical Evaluation

Name: JOHN PAUL CHARTRAND Age: 16 Date of Birth: July 7/93 A commissioner for taking affidavits

HEIGHT: 185cm ^{6'1"} WEIGHT: 176lb BLOOD PRESSURE: 16/80 PULSE: 72 reg

VISION: R: 20/20 L: 20/20 CORRECTED: YES/NO PUPILS: (N)
without glasses

COMPLIMENT	Tested Areas	Normal					Abnormal Findings	Initials
		1	2	3	4	5		
M	Cardiopulmonary	✓						R-M
	Pulse	✓						R-M
T	Heart	✓						R-M
	Lungs	✓						R-M
E	Tanner Stage					(5)	R-M	
	Skin	✓						R-M
D	Abdominal	✓						R-M
	Genitalia	✓						R-M
P	Musculoskeletal	✓						R-M
	Neck	✓						R-M
L	Shoulder	✓						R-M
	Elbow	✓						R-M
E	Wrist	✓						R-M
	Hand	✓						R-M
T	Back	✓						R-M
	Hip	✓						R-M
E	Groin	✓						R-M
	Knee	✓						R-M
T	Ankle	✓						R-M
	Foot	✓						R-M
E	Other	✓						R-M

Clearance

A - Cleared

B - Cleared after completing evaluation/rehabilitation for: _____

C - Not cleared, Contact/Non Contact

Due to: _____

Recommendations: _____

Dr. R. Misko

Name of Physician

[Signature]

Signature of Physician

07/30/09

Date



This is Exhibit I referred to in the affidavit of John Paul Chartrand

sworn before me, this 9th

day of June, 2016

A commissioner for taking affidavits

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

www.niagaraicedogs.net

NIAGARA ICEDOGS 2009 TRAINING CAMP ROSTERS

BLACK

RED

- | | | |
|----|------------------------|--|
| 1 | CHARTRAND, John (G) | Barrie MM (93, 4 th 09) |
| 2 | MAIONE, Matthew (LD) | Niagara IceDogs (90) |
| 3 | ROVER, Shayne (LD) | York Simcoe M (92, 2 nd 08) |
| 4 | FINCH, Christian (LD) | Brampton Jr. A (91, FA) |
| 5 | CHIARANTANO, Matt (LD) | Orangeville Jr. A, 91, FA) |
| 6 | LESSIO, Lucas (LW) | Toronto Marlboros (93, 1 st 09) |
| 7 | HAMILTON, Freddie (RC) | Niagara IceDogs (92) |
| 8 | INSAM, Marco (RW) | Niagara IceDogs (89) |
| 9 | SHAW, Jason (LD) | Campbellford Jr. C (92, FA) |
| 10 | PURSELL, James (RC) | Lambton M (92, 12 th 08) |
| 11 | LOVATTS, William (LW) | Mississauga Senators MM (93, 6 th 08) |
| 14 | BURKE, Shayne (F) | St. Michaels (NF) HS (90, FA) |
| 15 | CHERNI, Hunter (RW) | Cleveland Barons U16 (92, FA) |
| 16 | LUBCZUK, Alex (F) | Kitchener Jr. B (91, FA) |

- | | | |
|----|--------------------------|---|
| 30 | VISENTIN, Mark (G) | Niagara IceDogs (92) |
| 2 | GILBERT, Jay (RD) | Niagara IceDogs (91) |
| 3 | PETGRAVE, Matthew (LD) | Toronto Titans M (92, FA) |
| 4 | DECONCILYS, Joey (LD) | St. Catharines MM (93, 5 th 09) |
| 5 | BRAID, MacKenzie (LD)) | Mississauga Rebels MM (93, 11 th 09) |
| 6 | WOOD, Dylan (LW) | Guelph Jr. B (92, Trade) |
| 7 | SHAW, Andrew (RC) | Niagara IceDogs (91) |
| 8 | DARTCH, Aaron (LW) | London Midget (92, FA) |
| 9 | ANDREWS, Johnson (LW) | Niagara IceDogs (91) |
| 10 | THOMPSON, Paul (RW) | Listowel Jr B (92, 10 th 08) |
| 11 | FORESTELL, Joel (RW) | Thorold Jr. B (92, 8 th 08) |
| 12 | DIGIUSEPPE, Phillip (LW) | Vaughan MM (93, 6 th 09) |
| 14 | DEFULVIS, Robbie (RW) | Vaughan Jr. A (92, FA) |
| 15 | CASALE, Michael (RC) | Hamilton Bulldogs MM (93, 10 th 09) |

WHITE

GRAY

- | | | |
|----|--------------------------|---|
| 29 | SIMILA, Petteri (G) | Karpat Finnish Jr. (90) |
| 2 | TRACCITTO, Reggie (RD) | Niagara IceDogs (89) |
| 3 | MAISONVILLE, Keith (LD) | Chatham Jr. B (92, 14 th 08) |
| 4 | KNEZIC, Nik (LD) | Stratford Jr. B (92, 6 th 08) |
| 5 | LOGOZZO, Adam (D) | Toronto Moose (91, FA) |
| 6 | WIELHOUWER, Cameron (RD) | Hamilton Bulldogs (93, FA) |
| 7 | SCHILLING, Jeff (LW) | Peterborough M (FA) |
| 8 | AGOZZINO, Andrew (LC) | Niagara IceDogs (91) |
| 9 | DESOUZA, Chris (LW) | Niagara IceDogs (90) |
| 10 | ERTEL, Blake (LW) | Toronto Nationals M (92, 13 th 08) |
| 12 | BAUN, Kyle (RW) | Toronto Titans M (92, FA) |
| 14 | PISZCZEK, Victor (LW) | Brampton MM (93, 14 th 08) |
| 16 | BOURBONNAIS, Riley (LC) | Rochester U16 (93, 9 th 08) |
| 17 | THEORET, Mitchell (LC) | Kitchener MM (93, 8 th 09) |

- | | | |
|----|--------------------------|---|
| 30 | BATES, Ethan (G) | North Central Midget (92, FA) |
| 2 | SCHWINDT, Mike (RD) | Niagara IceDogs (91) |
| 3 | HAMILTON, Dougie (RD) | St. Catharines MM (93, 2 nd 09) |
| 4 | BREMNER, Kevin (RD) | Mount Hannon Prep (93, 6 th 09) |
| 5 | WEIDAUER, Christian (RD) | South Central MM (93, 15 th 09) |
| 6 | HASSON, Michael (RW) | Niagara IceDogs (91) |
| 7 | PITTS, Brandon (RD) | Vaughan Midget (92, FA) |
| 8 | FRIESEN, Alex (LC) | Niagara IceDogs (91) |
| 9 | MACEACHERN, Dylan (LW) | Niagara IceDogs (91) |
| 10 | FRICTSCH, Andrew (RW) | Brantford 99ers MM (93, 3 rd 09) |
| 11 | BALDASARRA, Matthew (LW) | Toronto Nationals M (92, 15 th 08) |
| 12 | CARROLL, Jeff (LW) | North Frontenac Jr. C (92, FA) |
| 14 | STEWART, Cameron (LC) | Niagara Falls Jr. B (92, 9 th 08) |
| 15 | HARRIS, Junior (LW) | Toronto Red Wings M (92, FA) |
| 16 | SONES, Mike (RW) | Hamilton Jr. Bulldogs M (92, FA) |



This is Exhibit "J" referred to in the affidavit of John Paul Chartrand sworn before me, this 9th day of June, 2016

[Signature]
A commissioner for taking affidavits

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

www.niagaraicedogs.net

Training Camp Itinerary 2009

Tuesday August 25, 2009

Time	Activity	Location
10:00 AM	On Ice Fitness Testing for Team White and Team Grey	Seymour Hannah Arena
noon	On Ice Fitness Testing for Teams Red and Team Black	Seymour Hannah Arena
12:30 PM	Team Lunch - Team White and Team Grey	Gatorade Garden City Arena - Founders Club
2:00 PM	Team Lunch - Team Red and Team Black	Gatorade Garden City Arena - Founders Club
2:00 PM	Off Ice Fitness Testing, Team White and Team Grey	Gatorade Garden City Arena
3:30	Off Ice Fitness Testing, Team Red and Team Black	Gatorade Garden City Arena

Wednesday August 26, 2009

Time	Activity	Location
8:15 AM	Team Red and Team Black - Team Stretch	Seymour Hannah Arena
9:00 - 10:15 AM	Team Black vs. Team Red - Game	Seymour Hannah Arena
9:15 AM	Team White and Team Grey - Team Stretch	Seymour Hannah Arena
10:30 - 11:45 AM	Team White vs. Team Grey - Game	Seymour Hannah Arena
Noon	Team Red and Team Black - Team Lunch	Gatorade Garden City Arena - Founders Club
12:30 PM	Team White and Team Grey - Team Lunch	Gatorade Garden City Arena - Founders Club
2:30 PM	Team Black and Grey - Team Stretch	Seymour Hannah Arena
3:15 - 4:30 PM	Team Black vs. Team Grey - Game	Seymour Hannah Arena
4:00 PM	Team Red and White - Team Stretch	Seymour Hannah Arena
4:45 - 6:00 PM	Team Red vs. Team White - Game	Seymour Hannah Arena
6:15 PM	Team Dinner - for Team Black and Grey	Gatorade Garden City Arena - Founders Club
6:45 PM	Team Dinner - for Team Red and White	Gatorade Garden City Arena - Founders Club



Thursday August 27, 2009

8:15 AM	Team Black and White – Team Stretch	Seymour Hannah Arena
9:00 - 10:15 AM	Team Black vs. Team White - Game	Seymour Hannah Arena
9:15 AM	Team Red and Grey – Team Stretch	Seymour Hannah Arena
10:30 - 11:45 AM	Team Red vs. Team Grey - Game	Seymour Hannah Arena
Noon	Team Black and White – Team Lunch	Gatorade Garden City Arena – Founders Club
12:30 PM	Team Red and Grey – Team Lunch	Gatorade Garden City Arena – Founders Club
2:30 PM	Third and Fourth – Team Stretch	Seymour Hannah Arena
3:15 – 4:30 PM	Third vs. Fourth	Seymour Hannah Arena
4:00 PM	First and Second – Team Stretch	Seymour Hannah Arena
4:45-6:00 PM	First vs. Second	Seymour Hannah Arena
4:30 PM	Meetings with the Teams from the 3:15 PM game	Seymour Hannah Arena
6:00 PM	Meetings with the Teams from the 5:45 PM game	Seymour Hannah Arena

Friday August 28, 2009

8:15 AM	Team One – Team Stretch	Seymour Hannah Arena
9:00 - 10:00 AM	Team One – Team Practice	Seymour Hannah Arena
9:15 AM	Team Two – Team Stretch	Seymour Hannah Arena
10:30 - 11:30 PM	Team Two – Team Practice	Seymour Hannah Arena
6:00 PM	Team One and Two – Team Stretch	Seymour Hannah Arena
7:30 PM	2 nd annual Black and White game	Seymour Hannah Arena
9:30 PM	Team Meeting	Seymour Hannah Arena



Saturday August 29, 2009

9:00 AM	Undressed (Black Aces) Team Stretch	Seymour Hannah Arena
10:00 – 10:45	Undressed (Black Aces) Team Practice	Seymour Hannah Arena
noon	Team Bus Departs for Erie PA	Gatorade Garden City Arena
3:00 PM	Arrive at the rink in Jamestown NY	Tullio Arena, Erie PA
5:00 PM	IceDogs vs. Erie Otters	Tullio Arena, Erie PA

This is Exhibit K referred to in the affidavit of John Paul Chartrand sworn before me, this 9th day of June, 2016

IMPORTANT NOTICE TO PLAYER

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

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

A commissioner for taking affidavits at the League Office (except with respect to agreements received in the month of July which shall be deemed to be received on August 1st for the purposes hereof), it shall be deemed to be null and void and both the Player and the Ontario Hockey League club will be relieved of their mutual obligations.

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

NOTICE TO LEGAL ADVISOR

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



ONTARIO HOCKEY LEAGUE

OHL STANDARD PLAYER AGREEMENT FORM

1. PARTIES TO THE AGREEMENT

- a) Agreement between (Name of Club) Niagara IceDogs (The "Club"), a member of the Ontario Hockey League (the "OHL") which is a member League of the Canadian Hockey League ("CHL"), and (name of Player) John Chartrand ("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 Four year(s), beginning on the 27th day of August, 2009 and ending on the 31st day of August, 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, IHF or CHL / OHL. Participation in these camps or games will not affect any party's obligations under this Agreement.
- 3.5 The Club shall provide to the Player the benefits of the OHL Concussion Safety Management Program, including baseline testing to assist Team Physicians in their decisions about a Player's health and fitness upon experiencing a concussion;
- 3.6 The Club shall support and subscribe to the Canadian Hockey League's Education and Anti-Doping Program, including an On-Line Education Course.
- 3.7 The Club agrees to provide payment of the annual premium for providing 24 hour, 12 month, on or off ice, Career-Ending insurance that shall provide coverage to the player in the event that the player suffers an injury which prevents the player from pursuing a professional hockey career. The annual premium payment for such policy will not exceed \$500.00 and shall be made by the Club to the parents, who shall in turn be responsible for arranging or placing the policy with an insurance carrier of their choice on behalf of the player, with such policy naming the player as beneficiary. The Club agrees to reimburse the parents for the cost of such insurance policy up to a maximum of \$500.00 upon receipt of documentation on an annual basis, satisfactory to the Club, confirming the amount of such premium, and the fact that the insurance coverage has been secured.

4. DUTIES OF THE PLAYER

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

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

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

5. PUBLICITY

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

6. ACKNOWLEDGEMENT

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

6. MEDICAL EXAMINATION

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

8. PHYSICAL CONDITION AND INJURY

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

9. RECOURSES OF THE CLUB

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

10. TRANSFERABILITY OF AGREEMENT

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

11. TERMINATION BY PLAYER

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

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

12. TERMINATION BY THE CLUB

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

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

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

14. LEAGUE CONSTITUTION AND BY-LAWS

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

15. APPROVAL BY OHL COMMISSIONER

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

16. TOTAL AGREEMENT

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

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

17. GOVERNING LAW

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

18. HEADINGS

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

19. SEVERABILITY

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

20. ASSIGNABILITY

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

EXECUTION BY PARTIES

IN WITNESS WHEREOF, the parties hereto have signed and set their seals hereunto this _____ day of _____, 20_____.

SIGNED SEALED AND DELIVERED IN THE

PRESENCE OF Niagara IceDogs Name of Club
[Signature]
Witness By: Authorized Signing Officer
(Title: General Manager)

Signature of Player _____

Home Address of Player _____

3000 Dufferin Street

Barrie, Ontario

July 7, 1993

Date of Birth of Player _____

535-284 913
Player's Social Insurance Number

ACKNOWLEDGMENT OF PARENT OR GUARDIAN OF PLAYER

I / We, John and Whendy Chartrand
parent(s) or guardian(s) of John Chartrand
(the "Player") a Player signing the Standard Player Agreement with the Ontario Hockey
League Club Niagara IceDogs (the "Club") hereby acknowledge
that:

- 1. This acknowledgement does not form part of the Standard Player Agreement, but is merely related thereto.
- 2. I / We have read and understand the terms and conditions contained in the Standard Player Agreement.
- 3. I / We have no objection to the Player agreeing to the terms and conditions of the Standard Player Agreement.
- 4. I / We acknowledge that the Club's contributions under the Standard Player Agreement, including but not limited to monies, facilities, equipment, coaching, opportunities, and services are an essential part in the development of the Player's hockey skills and abilities, and that the Club is making a valuable contribution to the Player in helping him to prepare for sought-after professional hockey positions.
- 5. After due deliberation and having sought whatever advice I / We deem appropriate, I / We acknowledge that the Standard Player Agreement being signed by the Player is, all things considered, for the benefit of the Player and I / We approve of it.

Witness [Signature] (Signature of Parent or Guardian)

Witness [Signature] (Signature of Parent or Guardian)

Date Aug 30, 2009

Home address of Parent/Guardian
3000 Dufferin St #11603
North York, Ont, M6H
3TC

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 John Chartrand (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] (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
2009-10	\$50.00	weekly
2010-11	\$50.00	weekly
2011-12	\$50.00	weekly
2012-13	\$50.00	weekly

1.2 Payment of the fees to the Player shall be made commencing First day of training Camp. Payments shall continue for the season and the playoffs and shall end on the date of the last scheduled game of the Club. If the Player's services are not required for the entire period of the regular schedule and playoffs, the allowances to be paid shall be established on a pro rata basis based upon the actual number of days on which the Player's services are provided in relation with the number of days of the entire regular schedule of the Ontario Hockey League.

1.3 In addition, during the term, the Club shall pay to or on behalf of the Player the following:

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

2. CONTRIBUTION TO PLAYER DEVELOPMENT: DUTIES OF THE CLUB

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

3. PLAYER BONUS BASED ON TEAM PERFORMANCE

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



SCHEDULE "B" TO THE ONTARIO HOCKEY LEAGUE

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

THIS AGREEMENT MADE IN TRIPLICATE THIS 27th DAY OF August, 2009.

AMONG:

NIAGARA ICEDOGS
(Hereinafter called the "CLUB")

OF THE FIRST PART

AND:

John Chartrand
(hereinafter called the "PLAYER")

OF THE SECOND PART

AND:

John and Whendy Chartrand
(hereinafter called the "PARENTS")

1.00

WHEREAS:

1.01

WHEREAS the Club is a registered Major Junior "A" Hockey Club playing in the Ontario Hockey League and operating out of the City of St Catharines, in the Province/State of Ontario.

1.02

AND WHEREAS the Player has exhibited exceptional hockey skills;

1.03

AND WHEREAS the Club wishes to encourage further education, training and advancement for the Player while he is playing hockey for the Club;

1.04

AND WHEREAS the Club is desirous of the Player playing for the Club and requires the Player to 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 York University (Name of School), up to a maximum of \$ 7000.00 per academic year. It is expressly understood and agreed that the Club's contribution for each academic year shall be restricted to the payment of tuition, books, and compulsory fees and shall not exceed the above-noted amount in any single academic year unless otherwise stipulated herein.
 - b) It is understood and agreed that, for the purpose of paragraph 5.01 (a) herein, a Player who has signed and registered an OHL Standard Player Agreement is deemed to have completed a "Complete Season" if the Player appears in a regular season game for any OHL Club on or after January 10th in that season in order for the Player to receive full entitlement to the Club's annual education payment for such season. If the Player who has signed and registered an OHL Standard Player Agreement appears in a regular season game for any OHL Club in a season prior to January 10th but does not appear in a regular season game on or after January 10th in that season, such Player shall receive entitlement to an amount equal to 50 percent of the amount set out in paragraph 5.01 (a) herein;
 - c) Such payments shall be made by the OHL Central Scholarship Registry directly to the educational institution in question, upon presentation by the Player of documentation satisfactory to the League confirming the Player's acceptance or enrolment in the institution and upon the Player providing billing or other written documentation satisfactory to the League confirming the cost of books, tuition fees and compulsory fees (compulsory fees being fees that are necessary for the student to enrol in and successfully complete academic studies and shall exclude any medical and / or dental insurance fees).
 - d) In order to receive the education payments referred to herein, the Player must initially qualify academically for the institution in question and must remain academically qualified throughout the

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

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

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

ARTICLE 6.00 GENERAL

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

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

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

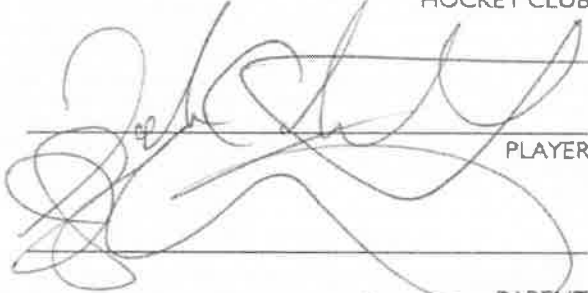
AGREED TO IN THE PRESENCE OF:

WITNESS



HOCKEY CLUB

WITNESS



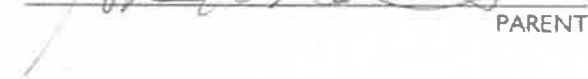
PLAYER

WITNESS



PARENT

WITNESS



PARENT


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

PERMISSIBLE BENEFITS

1. The Player will be entitled to participate in the "drive a team-mate program", as provided in the Club's players' manual.
2. The Player is entitled to 2 tickets to every regular season home game for use only by his immediate family members.
3. Notwithstanding any termination of the Agreement under Section 12.1(c) thereof, all benefits set forth in Schedules "A" and "B" to the Agreement shall continue in full force and effect.
4. Notwithstanding any injury to the Player, which renders him unable to play, all benefits set forth in Schedules "A" and "B" to the Agreement shall continue in full force and effect.
5. The laws of the Province of Ontario will govern the Agreement and all Schedules attached thereto.
6. In the event of any conflict between the terms of this Schedule "C" and the terms of the Agreement (including Schedules "A" and "B" thereof), the terms of this Schedule "C" shall prevail.
7. Notwithstanding section 5.01 of schedule "B" to the Agreement the player will be guaranteed to 1 year of education assistance, upon appearing in one regular season or exhibition game with the Club in each of his years.
8. Should the player play his overage year it is understood that the amount will be dispersed equally over the first 4 years of the players school package

AGREED TO IN THE PRESENCE OF:

WITNESS



Niagara IceDogs Hockey Club

WITNESS



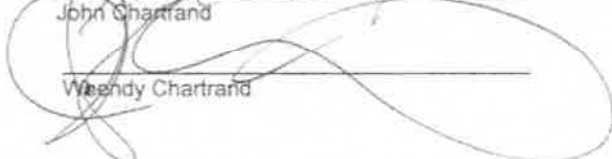
John Chartrand

WITNESS



John Chartrand

WITNESS



Wendy Chartrand

This is Exhibit "L" referred to in the
affidavit of Jonh Paul Chartrand
sworn before me, this 9th
day of June, 2016
[Signature]
A commissioner for taking affidavits

Video

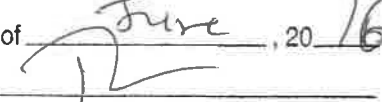
This is Exhibit "M" referred to in the
affidavit of John Paul Chartrand
sworn before me, this 9th
day of June, 2016
[Signature]
A commissioner for taking affidavits

Video



Canadian Hockey League

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

This is Exhibit "N" referred to in the
affidavit of John Paul Chartrand
sworn before me, this 9th
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.

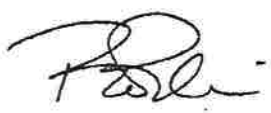
We have delivered statements of defence in the Ontario and Alberta proceedings, which can be found on the following website: www.CHLDefence.ca. The case in Quebec will be defended along the same lines. Mr. Berg's and Mr. Walter's statements of claim are also posted on this website for your reference.

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


Yours truly,



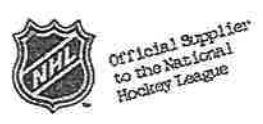
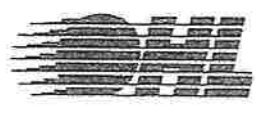
David Branch



Ron Robison



Gilles Courteau



SAMUEL BERG
Plaintiff

-and- CANADIAN HOCKEY LEAGUE et al.
Defendants

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceedings commenced at Toronto

AFFIDAVIT OF JOHN PAUL CHARTRAND
(Motion for Certification)
Sworn June 9, 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