



Court File No.:

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Electronically issued : 18-Jun-2020
Délivré par voie électronique :
Toronto

DANIEL CARCILLO and GARRETT TAYLOR

Plaintiffs

- and -

ONTARIO MAJOR JUNIOR HOCKEY LEAGUE, CANADIAN HOCKEY LEAGUE, WESTERN HOCKEY LEAGUE, QUEBEC MAJOR JUNIOR HOCKEY LEAGUE, BARRIE COLTS JUNIOR HOCKEY LTD., GUELPH STORM LTD., HAMILTON BULLDOGS FOUNDATION INC., KINGSTON FRONTENACS HOCKEY LTD., KITCHENER RANGERS JR. A. HOCKEY CLUB, LONDON KNIGHTS HOCKEY INC., MISSISSAUGA STEELHEADS HOCKEY CLUB INC., 2325224 ONTARIO INC. o/a MISSISSAUGA STEELHEADS, NIAGARA ICEDOGS HOCKEY CLUB INC., NORTHBAY BATTALION HOCKEY CLUB LTD., OSHAWA GENERALS HOCKEY ACADEMY LTD., OTTAWA 67'S LIMITED PARTNERSHIP c.o.b. OTTAWA 67's HOCKEY CLUB, THE OWEN SOUND ATTACK INC., PETERBOROUGH PETES LIMITED, 649643 ONTARIO INC. o/a 211 SSHC CANADA ULC o/a SARNIA STING HOCKEY CLUB, SOO GREYHOUNDS INC., SUDBURY WOLVES HOCKEY CLUB LTD., WINDSOR SPITFIRES INC., MCCRIMMON HOLDINGS, LTD., 32155 MANITOBA LTD., A PARTNERSHIP c.o.b. as BRANDON WHEAT KINGS, BRANDON WHEAT KINGS LIMITED PARTNERSHIP, CALGARY FLAMES LIMITED PARTNERSHIP, CALGARY SPORTS AND ENTERTAINMENT CORPORATION, EDMONTON MAJOR JUNIOR HOCKEY CORPORATION, KAMLOOPS BLAZERS HOCKEY CLUB, INC. KAMLOOPS BLAZERS HOLDINGS LTD., KELOWNA ROCKETS HOCKEY ENTERPRISES LTD., PRINCE ALBERT RAIDERS HOCKEY CLUB INC., EDGEPRO SPORTS & ENTERTAINMENT LTD., QUEEN CITY SPORTS & ENTERTAINMENT GROUP LTD., BRAKEN HOLDINGS LTD., REBELS SPORTS LTD., SASKATOON BLADES HOCKEY CLUB LTD., VANCOUVER JUNIOR HOCKEY LIMITED PARTNERSHIP and VANCOUVER JUNIOR HOCKEY PARTNERSHIP, LTD c.o.b. VANCOUVER GIANTS, WEST COAST HOCKEY LLP, WEST COAST HOCKEY ENTERPRISES LTD., o/a VICTORIA ROYALS, MEDICINE HAT TIGERS HOCKEY CLUB LTD., 1091956 ALTA LTD. o/a THE MEDICINE HAT TIGERS, SWIFT CURRENT TIER 1 FRANCHISE INC. and SWIFT CURRENT BRONCOS HOCKEY CLUB INC. o/a THE SWIFT CURRENT, ICE SPORTS & ENTERTAINMENT INC. o/a WINNIPEG ICE, MOOSE JAW TIER 1 HOCKEY INC. D.B.A. MOOSE JAW and MOOSE JAW WARRIORS TIER 1 HOCKEY, INC. WARRIORS o/a MOOSE JAW WARRIORS, LETHBRIDGE HURRICANES HOCKEY CLUB,

649643 ONTARIO INC. c.o.b. as SARNIA STING, KITCHENER RANGER JR A HOCKEY CLUB and KITCHENER RANGERS JR "A" HOCKEY CLUB, LE TITAN ACADIE BATHURST (2013) INC., CLUB DE HOCKEY JUNIOR MAJEUR DE BAIE-COMEAU INC. o/a DRAKKAR BAIE-COMEAU, CLUB DE HOCKEY DRUMMOND INC. o/a VOLTIGEURS DRUMMONDVILLE, CAPE BRETON MAJOR JUNIOR HOCKEY CLUB LIMITED o/a SCREAMING EAGLES CAPE BRETON, LES OLYMPIQUES DE GATINEAU INC., HALIFAX MOOSEHEADS HOCKEY CLUB INC., CLUB HOCKEY LES REMPARTS DE QUÉBEC INC., LE CLUB DE HOCKEY JUNIOR ARMADA INC., MONCTON WILDCATS HOCKEY CLUB LIMITED, LE CLUB DE HOCKEY L'OCÉANIC 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. o/a CATARACTES SHAWNIGAN, CLUB DE HOCKEY JUNIOR MAJEUR VAL D'OR INC. o/a VAL D'OR FOREURS, 7759983 CANADA INC. c.o.b. as CLUB DE HOCKEY LE PHOENIX, 9264-8849 QUÉBEC INC. c.o.b. as GROUPE SAGS 7-96 AND LES SAGUENÉENS, JAW HOCKEY ENTERPRISES LP c.o.b. ERIE OTTERS, IMS HOCKEY c.o.b. FLINT FIREBIRDS, SAGINAW HOCKEY CLUB, L.L.C., EHT, INC., JOHN DOE CORP. A o/a EVERETT SILVERTIPS HOCKEY CLUB, WINTERHAWKS JUNIOR HOCKEY LLC, PORTLAND WINTER HAWKS INC., THUNDERBIRDS HOCKEY ENTERPRISES, L.L.C., JOHN DOE CORP. B o/a SEATTLE THUNDERBIRDS, BRETT SPORTS & ENTERTAINMENT, INC., HAT TRICK, INC., JOHN DOE CORP. C o/a SPOKANE CHIEFS, TRI-CITY AMERICANS HOCKEY LLC, TOP SHELF ENTERTAINMENT, INC. and JOHN DOE CORP. D o/a TRI-CITY AMERICANS

Defendants

Proceeding under the *Class Proceedings Act, 1992*

STATEMENT OF CLAIM

TO THE DEFENDANTS:

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

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service, in this court office, **WITHIN TWENTY DAYS** after this statement of claim is served on you, if you are served in Ontario.

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

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your statement of defence.

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

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

Date: June 18 , 2020

Issued by _____
Local registrar

Address of court office 361 University Ave
Toronto, ON

TO: ONTARIO MAJOR JUNIOR HOCKEY LEAGUE/ONTARIO HOCKEY LEAGUE
305 Milner Ave. Suite 200,
Scarborough, ON M1B 3V4

AND TO: WESTERN HOCKEY LEAGUE
2424 University Dr. NW
Calgary AB T2N 3Y9

AND TO: QUEBEC MAJOR JUNIOR HOCKEY LEAGUE INC.
101-1205 rue Ampère
Boucherville (Québec) J4B7M6
Canada

AND TO: CANADA HOCKEY LEAGUE
305 Milner Ave. Suite 200,
Scarborough, ON M1B 3V4

AND TO:

[SEE APPENDIX "A" FOR TEAM DEFENDANTS]

CLAIM

1. In this Statement of Claim, in addition to the terms that are defined elsewhere herein, the following terms have the following meanings:

- (a) "**Abuse**" means, *inter alia*, physical and sexual assault, hazing, bullying, physical and verbal harassment, sexual harassment, forced consumption of alcohol and illicit drugs, and the use of homophobic, sexualized and /or racist slurs directed against minors playing in the Leagues, perpetrated by players, coaches, staff, servants, employees and agents of the Leagues, as further particularized herein;
- (b) "**Class**" or "**Class Members**" means all former and current players who play or played in any of the Leagues while under the age of 18;
- (c) "**CHL**" means the Canadian Hockey League;
- (d) "**Defendants**" means the Ontario Hockey League, the Western Hockey League, and the Quebec Major Junior Hockey League and the Canadian Hockey League and the Teams, collectively;
- (e) "**Family Class**" means all parents, spouses, siblings and children of Class Members;
- (f) "**Leagues**" means the Ontario Hockey League, the Western Hockey League, and the Quebec Major Junior Hockey League and the Canadian Hockey League, collectively;
- (g) "**OHL**" means the Defendant, the Ontario Hockey League;
- (h) "**NHL**" means the National Hockey League;
- (i) "**QMJHL**" means the Defendant Quebec Major Junior Hockey League (also Known as the Ligue de Hockey Junior Majeur du Québec or "LHJMQ");
- (j) "**SPA**" means the Standard Player Agreement that each player signs with the Teams and the Leagues;
- (k) "**Team(s)**" means each and all of the following hockey clubs, which are owned and operated by the Defendants named in this action;
 - (i) Flint Firebirds (and previously Plymouth Whalers), Guelph Storm, Hamilton Bulldogs, Kingston Frontenacs, Kitchener Rangers, London Knights, Mississauga Steelheads, Niagara IceDogs, Northbay Battalion, Oshawa Generals, Ottawa 67's, Owen Sound Attack, Peterborough Petes, Saginaw Spirit, Sarnia Sting, Soo

Greyhounds, Sudbury Wolves, Windsor Spitfires (collectively the "**OHL Teams**");

- (ii) Kamloops Blazers, Kelowna Rockets, Prince George Cougars, Vancouver Giants, Victoria Royals, Calgary Hitmen, Edmonton Oil Kings, Lethbridge Hurricanes, Medicine Hat Tigers, Red Deer Rebels, Swift Current Broncos, Brandon Wheat Kings, Moose Jaw Warriors, Prince Albert Raiders, Regina Pats, Saskatoon Blades, Winnipeg ICE (previously Kootenay Ice), Everett Silvertips, Portland Winterhawks, Seattle Thunderbirds, Spokane Chiefs, Tri-City Americans (collectively the "**WHL Teams**");
- (iii) Acadie-Bathurst Titan, Baie-Comeau Drakkar, Blainville-Boisbrand Armada, Cape Breton Eagles, Charlottetown Islanders, Chicoutimi Saguenéens, Drummondville Voltigeurs, Gatineau Olympiques, Halifax Mooseheads, Moncton Wildcats, Quebec Remparts, Rimouski Oceanic, Rouyn-Noranda huskies, Saint John Sea Dogs, Shawinigan Cataractes, Sherbrooke Phoenix, Val-D'Or Foreurs, Victoriaville Tigres (collectively the "**QMJHL Teams**"); and
- (iv) and any other or previously existing major junior hockey teams in the OHL, WHL, or QMJHL.

- (1) "**WHL**" means the Western Hockey League.

RELIEF SOUGHT

2. The plaintiffs claim for:

- (a) an order certifying this action as a class proceeding and appointing the Plaintiffs as the representative plaintiffs;
- (b) a declaration that the Defendants are liable for damages flowing from their breach of common law duties to the Plaintiffs and Class in relation to the operation, management, administration, supervision and/or control of the Teams and the Leagues;
- (c) a declaration that the Defendants are liable for damages from their breach of fiduciary duty to the Plaintiffs and Class in relation to the operation, management, administration, supervision and/or control of the Teams and Leagues;
- (d) a declaration that the Defendants are liable for damages from their breach of express and implied terms of contractual agreements with the Plaintiffs and the Class,

- (e) damages for negligence, breach of fiduciary duty, and breach of contract in an amount that this Honourable Court deems appropriate;
- (f) a declaration that the Teams and the Leagues are vicariously liable for the Abuse perpetrated by their staff, employees, agents and players.
- (g) aggravated and punitive damages in an amount that this Honourable Court deems appropriate;
- (h) prejudgment and postjudgment interest pursuant to the *Courts of Justice Act*, R.S.O. 1990, c. C.43;
- (i) costs of the action on a substantial indemnity basis or in an amount that provides full indemnity to the Plaintiffs;
- (j) the costs of notice and of administering the plan of distribution of the recovery in this action, plus applicable taxes, pursuant to section 26 of the *Class Proceedings Act, 1992*, S.O. 1992, c. 6; and,
- (k) such further and other relief as this Honourable Court may deem just.

OVERVIEW

3. Canadian major junior hockey has been plagued by rampant hazing, bullying, and abuse of underage players, by coaches, team staff and senior players. Survivors of such Abuse have come forward and continue to come forward to this day. However, the Defendants have stubbornly ignored or failed to reasonably address this institutionalized and systemic Abuse.

4. Rather than respond to or make meaningful attempts to prevent such abuse, the Defendants have instead perpetuated a toxic environment that condones violent, discriminatory, racist, sexualized, and homophobic conduct, including physical and sexual assault, on the underage players they are obligated to protect.

5. Most players enter the Leagues at the age of 16 or 17 and many play to the age of 20. Some players enter the league as young as 15. The majority of these children leave their homes and families to play hockey for a team in a different town or city, far from their parents. They are billeted with a local family and attend the local high school. They are young, impressionable and vulnerable. They are completely inculcated into the culture of their Team and the Leagues. They are deeply incentivized to comply with

League and Team culture by the potential to be drafted to the NHL. The power imbalance between these children and the older players, coaches, Team and League officials is extreme.

6. The opportunities for abuse of power are omnipresent, and the Defendants have failed in their duties to protect the children under their care. The result is decades of rampant child abuse which has left the Class with emotional and physical injuries that are entirely unrelated to hockey and which have no place in the sport.

PARTIES

Plaintiffs

7. Daniel Carcillo was born in King City, Ontario, and is currently a resident of Illinois in the United States. He played for the OHL team the Sarnia Sting, starting in the summer of 2002 when he was 17. He and approximately 12 other rookies suffered on the Sting almost constant Abuse for the entire 2002-2003 season. The Abuse was perpetrated by older Sarnia Sting players and Team staff, agents, employees and servants.

8. Garrett Taylor was born in California, in the United States, and is currently a resident of California. He played for the WHL team the Lethbridge Hurricanes starting in the summer of 2008 when he was 17. He and a number of other rookies on the Hurricanes suffered Abuse throughout the 2008-2009 season. The Abuse was perpetrated by older Lethbridge Hurricanes players and Team staff, agents, employees and servants.

9. Mr. Carcillo and Mr. Taylor are prepared to act as representative plaintiffs and in the best interests of the Class. They have no interest in conflict with any other Class member with respect to this action.

League Defendants

10. The Canadian Hockey League ("**CHL**") is a corporation registered pursuant to the laws of Canada. Its registered head office is in Scarborough, Ontario. It is the

world's largest development hockey league with 52 Canadian and 8 American teams participating in the OHL, WHL, and QMJHL. It is the governing body of the Leagues, the Defendants OHL, the WHL, and the QMJHL. It oversees, controls and administers the operations of the OHL, the WHL and the QMJHL through its constitution, by-laws, regulations, policies and operational oversight.

11. The CHL is also an affiliate of Hockey Canada. It has a contractual relationship with the NHL, supplying players to play in the NHL.

12. The Ontario Major Junior Hockey League ("**OHL**") is a corporation registered pursuant to the laws of Ontario. It operates a major junior hockey league under the supervision of the CHL. It has member franchises, which are the OHL Teams. Its registered head office is in Scarborough, Ontario. The OHL drafts the standard form SPA which each OHL Team and Class Member and the Class Member's parents execute. Additionally, the OHL approves and registers all other agreements entered into between a player and each one of the Teams. The CHL approves and registers such agreements.

13. The Western Hockey League ("**WHL**") is a corporation registered pursuant to the laws of Canada. It operates a major junior hockey league under the supervision of the CHL. It has member franchises, which are the WHL Teams. Its registered head office is in Calgary, Alberta. The WHL drafts the standard form SPA which each WHL Team and Class Member and the Class Member's parents execute. Additionally, the WHL approves and registers all other agreements entered into between a player and each one of the WHL Teams. The CHL approves and registers such agreements.

14. The Quebec Major Junior Hockey League ("**QMJHL**") is a corporation registered pursuant to the laws of Quebec. It operates a major junior hockey league under the supervision of the CHL. It has member franchises, which are the WHL Teams. Its registered head office is in Boucherville, Québec. The QMJHL drafts the standard form SPA which each QMJHL Team and Class Member and Class Member's parents execute. Additionally The QMJHL approves and registers all other agreements entered into between a player and each one of the WHL Teams. The QMJHL approves and registers such agreements.

15. The Teams are owned and operated by various corporations, partnerships and limited liability companies formed in various jurisdictions, which are named as Defendants in this action, as particularized below. The Teams all operate in, and are constituent parts of, the Leagues.

Team Defendants

16. BARRIE COLTS JUNIOR HOCKEY LTD. is a corporation registered pursuant to the laws of Ontario. Its registered head office is in Barrie, Ontario. It owns, operates, and along with the CHL and OHL, is responsible for the oversight and management of the OHL Team known as the Barrie Colts.

17. GUELPH STORM LTD. is a corporation registered pursuant to the laws of Ontario. Its registered head office is in Guelph, Ontario. It owns, operates, and along with the CHL and OHL, is responsible for the oversight management of the OHL Team known as the Guelph Storm.

18. HAMILTON BULLDOGS FOUNDATION INC. is a corporation registered pursuant to the laws of Ontario. Its registered head office is in Hamilton, Ontario. It owns, operates, and along with the CHL and OHL, is responsible for the oversight and management of the OHL Team known as the Hamilton Bulldogs.

19. KINGSTON FRONTENACS HOCKEY LTD. is a corporation registered pursuant to the laws of Ontario. Its registered head office is in Kingston, Ontario. It owns, operates, and along with the CHL and OHL, is responsible for the oversight management of the OHL Team known as the Kingston Frontenacs.

20. KITCHENER RANGERS JR. A. HOCKEY CLUB is a corporation registered pursuant to the laws of Ontario. Its registered head office is in Kitchener. It owns, operates, and along with the CHL and OHL, is responsible for the oversight and management of the OHL Team known as the Guelph Storm.

21. LONDON KNIGHTS HOCKEY INC. is a corporation registered pursuant to the laws of Ontario. Its registered head office is in London, Ontario. It owns, operates, and

along with the CHL and OHL, is responsible for the oversight and management of the OHL Team known as the London Knights.

22. MISSISSAUGA STEELHEADS HOCKEY CLUB INC. and 2325224 ONTARIO INC. are both corporations registered pursuant to the laws of Ontario. Their registered head offices are in Mississauga, Ontario. They own, operate, and along with the CHL and OHL, are responsible for the oversight and management of the OHL Team known as the Mississauga Steelheads.

23. NIAGARA ICEDOGS HOCKEY CLUB INC. is a corporation registered pursuant to the laws of Ontario. Its registered head office is in St. Catharines, Ontario. It owns, operates, and along with the CHL and OHL, is responsible for the oversight and management of the OHL Team known as the Niagara IceDogs.

24. NORTHBAY BATTALION HOCKEY CLUB LTD. is a corporation registered pursuant to the laws of Ontario. Its registered head office is in North Bay, Ontario. It owns, operates, and along with the CHL and OHL, is responsible for the oversight and management of the OHL Team known as the North Bay Battalion.

25. OSHAWA GENERALS HOCKEY ACADEMY LTD. is a corporation registered pursuant to the laws of Ontario. Its registered head office is in Oshawa, Ontario. It owns, operates, and along with the CHL and OHL, is responsible for the oversight and management of the OHL Team known as the Oshawa Generals.

26. OTTAWA 67'S LIMITED PARTNERSHIP OTTAWA is a partnership registered pursuant to the laws of Ontario. Its registered head office is in Ottawa, Ontario. It owns, operates, and along with the CHL and OHL, is responsible for the oversight and management of the OHL Team known as the Ottawa 67's.

27. THE OWEN SOUND ATTACK INC. is a corporation registered pursuant to the laws of Ontario. Its registered head office is in Owen Sound, Ontario. It owns, operates, and along with the CHL and OHL, is responsible for the oversight and management of the OHL Team known as the Owen Sound Attack.

28. PETERBOROUGH PETES LIMITED is a corporation registered pursuant to the laws of Ontario. Its registered head office is in Peterborough, Ontario. It owns, operates, and along with the CHL and OHL, is responsible for the oversight and management of the OHL Team known as the Peterborough Petes.

29. 649643 ONTARIO INC. o/a SARNIA STING is a corporation registered pursuant to the laws of Ontario. Its registered head office is in Sarnia, Ontario. It owns, operates, and along with the CHL and OHL, is responsible for the oversight and management of the OHL Team known as the Sarnia Sting.

30. 211 SSHC CANADA ULC o/a SARNIA STING HOCKEY CLUB is a corporation registered pursuant to the laws of Canada. Its registered head office is in Vancouver, BC. It owns, operates, and along with the CHL and OHL, is responsible for the oversight and management of the OHL Team known as the Sarnia Sting.

31. SOO GREYHOUNDS INC. is a corporation registered pursuant to the laws of Ontario. Its registered head office is in Sault Ste. Marie, Ontario. It owns, operates, and along with the CHL and OHL, is responsible for the oversight and management of the OHL Team known as the Soo Greyhounds.

32. SUDBURY WOLVES HOCKEY CLUB LTD. is a corporation registered pursuant to the laws of Ontario. Its registered head office is in Sudbury, Ontario. It owns, operates, and along with the CHL and OHL is responsible for the oversight and management of the OHL Team known as the Sudbury Wolves.

33. WINDSOR SPITFIRES INC. is a corporation registered pursuant to the laws of Ontario. Its registered head office is in Windsor, Ontario. It owns, operates, and along with the CHL and OHL, is responsible for the oversight and management of the OHL Team known as the Windsor Spitfires.

34. MCCRIMMON HOLDINGS, LTD. and 32155 MANITOBA LTD., A PARTNERSHIP c.o.b. as BRANDON WHEAT KINGS is a corporation registered pursuant to the laws of Manitoba. Its registered head office is in Brandon, Manitoba. BRANDON WHEAT KINGS LIMITED PARTNERSHIP is a limited liability

partnership registered pursuant to the laws of Manitoba. Its registered head office is in Brandon, Manitoba. They own, operate, and along with the CHL and WHL, are responsible for the oversight and management of the WHL Team known as the Brandon Wheat Kings.

35. CALGARY FLAMES LIMITED PARTNERSHIP is a partnership and CALGARY SPORTS AND ENTERTAINMENT CORPORATION is a corporation, both registered pursuant to the laws of Alberta. Their registered head offices are in Calgary, Alberta. They own, operate, and along with the CHL and WHL, are responsible for the oversight and management of the WHL Team known as the Calgary Hitmen.

36. EDMONTON MAJOR JUNIOR HOCKEY CORPORATION is a corporation registered pursuant to the laws of Alberta. Its registered head office is in Edmonton, Alberta. It owns, operates, and along with the CHL and WHL, is responsible for the oversight and management of the WHL Team known as the Edmonton Oil Kings.

37. KAMLOOPS BLAZERS HOCKEY CLUB, INC. and KAMLOOPS BLAZERS HOLDINGS LTD. are corporations registered pursuant to the laws of British Columbia. Their registered head offices are in Vancouver, British Columbia. They own, operate, and along with the CHL and WHL, are responsible for the oversight and management of the WHL Team known as the Kamloops Blazers.

38. KELOWNA ROCKETS HOCKEY ENTERPRISES LTD. is a corporation registered pursuant to the laws of British Columbia. Its registered head office is in Kelowna, British Columbia. It owns, operates, and along with the CHL and WHL, is responsible for the oversight and management of the WHL Team known as the Kelowna Rockets.

39. PRINCE ALBERT RAIDERS HOCKEY CLUB INC. is a corporation registered pursuant to the laws of Saskatchewan. Its registered head office is in Prince Albert, Saskatchewan. It owns, operates, and along with the CHL and WHL, is responsible for the oversight and management of the WHL Team known as the Prince Albert Raiders.

40. EDGEPRO SPORTS & ENTERTAINMENT LTD. is a corporation registered pursuant to the laws of British Columbia. Its registered head office is in Prince George, British Columbia. It owns, operates, and along with the CHL and WHL, is responsible for the oversight and management of the WHL Team known as the Prince George Cougars.

41. REBELS SPORTS LTD. is a corporation registered pursuant to the laws of British Columbia. Its registered head office is in Saskatchewan. It owns, operates, and along with the CHL and WHL, is responsible for the oversight and management of the WHL Team known as the Red Deer Rebels.

42. QUEEN CITY SPORTS & ENTERTAINMENT GROUP LTD. is a corporation registered pursuant to the laws of Saskatchewan. Its registered head office is in Regina, Saskatchewan. It owns, operates, and along with the CHL and WHL, is responsible for the oversight and management of the WHL Team known as the Regina Pats.

43. BRAKEN HOLDINGS LTD. is a corporation registered pursuant to the laws of Alberta. Its registered head office is in Calgary, Alberta. It owns, operates, and along with the CHL and WHL, is responsible for the oversight and management of the WHL Team known as the Regina Pats.

44. SASKATOON BLADES HOCKEY CLUB LTD. is a corporation registered pursuant to the laws of Saskatchewan. Its registered head office is in Saskatoon, Saskatchewan. It owns, operates, and along with the CHL and WHL, is responsible for the oversight and management of the WHL Team known as the Saskatoon Blades.

45. VANCOUVER JUNIOR HOCKEY LIMITED PARTNERSHIP and VANCOUVER JUNIOR HOCKEY PARTNERSHIP, LTD c.o.b. VANCOUVER GIANTS are partnerships registered pursuant to the laws of British Columbia. Their registered head office is in Vancouver, British Columbia. They own, operate, and along with the CHL and WHL, are responsible for the oversight and management of the WHL Team known as the Vancouver Giants.

46. WEST COAST HOCKEY ENTERPRISES LTD. is a corporation and WEST COAST HOCKEY LLP is a partnership, both registered pursuant to the laws of British Columbia. They own, operate, and along with the CHL and WHL, are responsible for the oversight and management of the WHL Team known as the Victoria Royals.

47. MEDICINE HAT TIGERS HOCKEY CLUB LTD. 1091956 ALTA LTD. o/a THE MEDICINE HAT TIGERS are corporations registered pursuant to the laws of Alberta. Their registered head offices are in Medicine Hat, Alberta. They own, operate, and along with the CHL and WHL, are responsible for the oversight and management of the WHL Team known as the Medicine Hat Tigers

48. SWIFT CURRENT TIER 1 FRANCHISE INC. and SWIFT CURRENT BRONCOS HOCKEY CLUB INC. o/a THE SWIFT CURRENT are corporations registered pursuant to the laws of Saskatchewan. Their registered head offices are in Swift Current, Saskatchewan. They own, operate, and along with the CHL and WHL are responsible for the management and oversight of the WHL Team known as the Swift Current Broncos.

49. KOOTENAY ICE HOCKEY CLUB LTD. o/a WINNIPEG ICE is a corporation registered pursuant to the laws of Manitoba. Its registered head office is in Oak Bluff, Manitoba. It owns, operates, and along with the CHL and WHL legally responsible for the management and oversight of the WHL team known as the Winnipeg Ice.

50. MOOSE JAW TIER 1 HOCKEY INC. D.B.A. MOOSE JAW and MOOSE JAW WARRIORS TIER 1 HOCKEY, INC. WARRIORS o/a MOOSE JAW WARRIORS are corporations registered pursuant to the laws of Saskatchewan. Their registered head offices are in Moose Jaw, Saskatchewan. They own, operate, and along with the CHL and WHL are responsible for the management and oversight of the WHL Team known as the Moose Jaw Warriors.

51. LETHBRIDGE HURRICANES HOCKEY CLUB is a corporation registered pursuant to the laws of Alberta. Its registered head office is in Lethbridge, Alberta. It

owns, operates, and along with the WHL and the CHL is responsible for the management and oversight of the WHL Team known as the Lethbridge Hurricanes.

52. LE TITAN ACADIE BATHURST (2013) INC. is a corporation registered pursuant to the laws of New Brunswick. Its registered head office is in Bathurst, New Brunswick. It owns, operates, and along with the CHL and QMJHL is responsible for the management and oversight of the QMJHL Team known as the Acadie-Bathurst Titan.

53. CLUB DE HOCKEY JUNIOR MAJEUR DE BAIE-COMEAU INC. o/a DRAKKAR BAIE-COMEAU is a corporation registered pursuant to the laws of Quebec. Its registered head office is in Baie-Comeau, Quebec. It owns, operates, and along with the CHL and QMJHL is responsible for the management and oversight of the QMJHL Team known as the Baie-Comeau Drakkar.

54. CLUB DE HOCKEY DRUMMOND INC. o/a VOLTIGEURS DRUMMONDVILLE is a corporation registered pursuant to the laws of Quebec. Its registered head office is in Drummondville, Quebec. It owns, operates, and along with the CHL and the QMJHL is responsible for the management and oversight of the QMJHL Team known as the Drummondville Voltiguers

55. CAPE BRETON MAJOR JUNIOR HOCKEY CLUB LIMITED o/a SCREAMING EAGLES CAPE BRETON is a corporation registered pursuant to the laws of Nova Scotia. Its registered head office is in Sydney, Nova Scotia. It owns, operates, and along with the CHL and QMJHL is responsible for the management and oversight of the QMJHL Team known as the Cape Breton Screaming Eagles.

56. LES OLYMPIQUES DE GATINEAU INC. is a corporation registered pursuant to the laws of Canada. Its registered head office is in Gatineau, Quebec. It owns, operates, and along with the CHL and QMJHL is responsible for the management and oversight of the QMJHL Team known as the Gatineau Olympiques.

57. HALIFAX MOOSEHEADS HOCKEY CLUB INC. c/o Stewart McKelvey is a corporation registered pursuant to the laws of Canada. Its registered head office is in Halifax, Nova Scotia. It owns, operates, and along with the CHL and QMJHL is

responsible for the management and oversight of the QMJHL Team known as the Halifax Mooseheads.

58. CLUB HOCKEY LES REMPARTS DE QUÉBEC INC. is a corporation registered pursuant to the laws of Canada. Its registered head office is in Montreal, Quebec. It owns, operates, and along with the CHL and QMJHL is responsible for the management and oversight of the QMJHL Team known as the Quebec Remparts.

59. LE CLUB DE HOCKEY JUNIOR ARMADA INC. is a corporation registered pursuant to the laws of Quebec. Its registered head office is in Montreal, Quebec. It owns, operates, and along with the CHL and QMJHL is responsible for the management and oversight of the QMJHL Team known as the Blainville-Boisbriand Armada.

60. MONCTON WILDCATS HOCKEY CLUB LIMITED is a corporation registered pursuant to the laws of New Brunswick. Its registered head office is in Saint John, New Brunswick. It owns, operates, and along with the CHL and QMJHL is responsible for the management and oversight of the QMJHL Team known as the Moncton Wildcats.

61. LE CLUB DE HOCKEY L'OCÉANIC DE RIMOUSKI INC. is a corporation registered pursuant to the laws of Quebec. Its registered head office is in Rimouski, Quebec. It owns, operates, and along with the CHL and QMJHL is responsible for the management and oversight of the QMJHL Team known as the Oceanic Rimouski.

62. LES HUSKIES DE ROUYN-NORANDA INC. is a corporation registered pursuant to the laws of Quebec. Its registered head office is in Rouyn-Noranda, Quebec. It owns, operates, and along with the CHL and the QMJHL is responsible for the management and oversight of the QMJHL Team known as the Rouyn-Noranda Huskies.

63. 8515182 CANADA INC. c.o.b. as CHARLOTTETOWN ISLANDERS is a corporation registered pursuant to the laws of Canada. Its registered head office is in Charlottetown, Prince Edward Island. It owns, operates, and along with the CHL and QMJHL is responsible for the management and oversight of the QMJHL Team known as the Charlottetown Islanders.

64. LES TIGRES DE VICTORIAVILLE (1991) INC. is a corporation registered pursuant to the laws of Quebec. Its registered head office is in Victoriaville, Quebec. It owns, operates, and along with the CHL and QMJHL is responsible for the management and oversight of the QMJHL Team known as the Victoriaville Tigres.

65. SAINT JOHN MAJOR JUNIOR HOCKEY CLUB LIMITED is a corporation registered pursuant to the laws of New Brunswick. Its registered head office is in Saint John, New Brunswick. It owns, operates, and along with the CHL and QMJHL is responsible for the management and oversight of the QMJHL Team known as the Saint John Sea Dogs.

66. CLUB DE HOCKEY SHAWINIGAN INC. o/a CATARACTES SHAWNIGAN is a corporation registered pursuant to the laws of Quebec. Its registered head office is in Shawinigan, Quebec. It owns, operates, and along with the CHL and QMJHL is responsible for the management and oversight of the QMJHL Team known as the Shawinigan Cataractes.

67. CLUB DE HOCKEY JUNIOR MAJEUR VAL D'OR INC. o/a VAL D'OR FOREURS is a corporation registered pursuant to the laws of Quebec. Its registered head office is in Val-d'Or, Quebec. It owns, operates, and along with the CHL and QMJHL is responsible for the management and oversight of the QMJHL Team known as the Val d'Or Foreurs.

68. 7759983 CANADA INC. c.o.b. as CLUB DE HOCKEY LE PHOENIX is a corporation registered pursuant to the laws of Canada. Its registered head office is in Sherbrooke, Quebec. It owns, operates, and along with the CHL and QMJHL is responsible for the management and oversight of the QMJHL Team known as the Phoenix Sherbrooke.

69. 9264-8849 QUÉBEC INC. c.o.b. as GROUPE SAGS 7-96 AND LES SAGUENÉENS is a corporation registered pursuant to the laws of Quebec. Its registered head office is in Chicoutimi, Quebec. It owns, operates, and along with the CHL and

QMJHL is responsible for the management and oversight of the QMJHL Team known as the Chicoutimi Saguenéens.

70. JAW HOCKEY ENTERPRISES LP c.o.b. ERIE OTTERS is a corporation registered pursuant to the laws of Pennsylvania. Its registered head office is in Erie, Pennsylvania. It owns, operates, and along with the CHL and OHL is responsible for the management and oversight of the OHL Team known as the Erie Otters.

71. IMS HOCKEY, CORP c.o.b. FLINT FIREBIRDS is a corporation registered pursuant to the laws of Michigan. Its registered head office is in Flint, Michigan. It owns, operates, and along with the CHL and OHL is responsible for the management and oversight of the OHL Team known as the Flint Firebirds.

72. SAGINAW HOCKEY CLUB, L.L.C. is a corporation registered pursuant to the laws of Washington, U.S.A. Its registered head office is in Saginaw, Washington. It owns, operates, along with the CHL and OHL is responsible for the management and oversight of the OHL Team known as the Saginaw Spirit.

73. EHT, INC. and JOHN DOE CORP. A o/a EVERETT SILVERTIPS HOCKEY CLUB are corporations registered pursuant to the laws of Washington, U.S.A. Their registered head office is in Everett, Washington. They own, operate, and along with the CHL and WHL are responsible for the management and oversight of the WHL Team known as the Everett Silvertips.

74. WINTERHAWKS JUNIOR HOCKEY LLC and PORTLAND WINTER HAWKS INC. are corporation registered pursuant to the laws of Oregon, U.S.A. Its registered head offices are in Portland, Oregon. They own, operate, and along with the CHL and WHL are responsible for the management and oversight of the WHL Team known as the Portland Winterhawks.

75. THUNDERBIRDS HOCKEY ENTERPRISES, L.L.C. and JOHN DOE CORP. B o/a SEATTLE THUNDERBIRDS are corporations registered pursuant to the laws of Washington, U.S.A. Their registered head offices are in Seattle, Washington. They own,

operate, and along with the CHL and WHL are responsible for the management and oversight of the WHL Team known as the Seattle Thunderbirds.

76. BRETT SPORTS & ENTERTAINMENT, INC., HAT TRICK, INC. and JOHN DOE CORP. C o/a SPOKANE CHIEFS are corporations registered pursuant to the laws of Washington, U.S.A. Their registered head office is in Spokane, Washington. They own, operate, and along with the CHL and WHL are responsible for the management and oversight of the WHL Team known as Spokane Chiefs.

77. TRI-CITY AMERICANS HOCKEY LLC and JOHN DOE CORP. D o/a TRI-CITY AMERICANS are corporations registered pursuant to the laws of Washington, U.S.A. Their registered head office is in Kennewick, Washington. They own, operate, and along with the CHL and WHL are responsible for the management and oversight of the WHL Team known as Tri-City Americans.

THE ABUSE

78. The Class Members were and are routinely victims to hazing, bullying, physical and verbal harassment, physical assault, sexual harassment, and sexual assault (the "**Abuse**"). The Abuse took place while the Class Members were minors.

79. The Abuse is often racist, sexist, homophobic, and highly sexualized.

80. The perpetrators of the Abuse were and are senior players on the Teams, as well as adult coaches, staff, administrators and employees, servants and agents of the Teams and the Leagues.

81. The Abuse has repeatedly been reported to higher levels of management and ownership of the Teams as well as the management of the Leagues. The Abuse is known to be ongoing and continuous by all Defendants and their staff members, servants and agents.

82. The Teams and the League inculcate a culture of silence whereby victims of abuse are discouraged from coming forward.

The Plaintiffs' Experiences

83. The Plaintiff, Daniel Carcillo, suffered through one full year of almost constant and repetitive Abuse while playing as a rookie for the Sarnia Sting in 2002. He and the other 12 rookies on the team suffered Abuse by the older players. Coaches and team officials were aware of the Abuse and participated in it. Nothing was done to protect the rookies. Instances of the Abuse that Carcillo and his teammates suffered included:

- (a) During showers, rookies were required sit in the middle of the shower room naked while the older players urinated, spat saliva and tobacco chew on them. At least once, the head coach walked into the shower room while this was occurring, laughed and walked out;
- (b) Rookies were repetitively hit on their bare buttocks with a sawed off goalie stick, developing large welts and open sores. The injuries were so bad that they couldn't sit down, even while attending local high school classes. They advised team staff of this abuse, which did not stop;
- (c) On road trips, rookies would be stripped naked and sent into the bus bathroom, eight at a time. The older players would tape the boys' clothes up in a ball, which were thrown into the bathroom. The boys were not allowed out until they were dressed, which could take hours. Older players would pour chew, saliva, and urine on them through the bathroom vents. This took place in front of coaches and trainers;
- (d) Rookies had to bob for apples in a cooler filled with the older players' urine, saliva and other bodily fluids;
- (e) The older players would put the rookies in a laundry bin on wheels, 4 at a time. They would run the laundry bin into a wall as fast as it could go. Players suffered injuries including being knocked unconscious. It was called the "rookie rocket";
- (f) Older players would organize orgies at house parties. Rookies were required to take part in sexual acts while the older players watched and took part;
- (g) The head coach walked in on a naked rookie taped to a table with his buttocks in the air. Older players were whipping him with a belt. The head coach took part, whipped the child and laughed while the boy cried;
- (h) The head coach, assistant coaches and League officials knew of the abuse. Carcillo and another player from the Sting reported the Abuse while away playing for Canada's national team at the junior championships. An informal investigation took place by OHL and/or

CHL agents, but no findings were released, abusers were not punished and no steps were taken to address the Abuse; and,

- (i) Racist, sexist and homophobic slurs were repeatedly directed at rookie players and were used on a daily basis.

84. Carcillo's experience during his rookie year left him permanently traumatized. He suffered severe mental health issues which were not present before the abuse he endured. He continues to suffer from these mental health issues to this day.

85. The Plaintiff Garrett Taylor and his teammates suffered the Abuse while playing for the Lethbridge Hurricanes of the WHL while he was a 17 year old rookie in 2008-2009. Coaches and team officials were aware of the Abuse and participated in it. Nothing was done to protect the rookies. Instances of the Abuse that Taylor and his teammates suffered included:

- (a) During team practices, the head coach took Taylor aside and demanded that he fight other 16 or 17 year old players in order to increase the "intensity" level of the team. This took place numerous times. Taylor was seriously concussed during one fight in practice and he and other team members suffered other injuries during such fights;
- (b) The head coach provided the team credit card to one of the older players to buy alcohol for the team "rookie party". The 16 and 17 year old rookies were required to dress up in women's clothing and were forced to consume large amounts of alcohol, to the point of blacking out and vomiting;
- (c) When Taylor was "sent down" to the Junior A team in Canmore after the first two games of the 2009-2010 season, he received what is euphemistically referred to throughout the Leagues as the "garbage bag treatment". The team and staff were on the team bus waiting to leave for a road trip. Immediately before leaving, Taylor was told in front of the entire team and staff that he was being cut from the team. He was told in a humiliating fashion to get off the bus, to retrieve his bag and to report to Canmore. He was not given any money or any further direction. His parents were not notified; and,
- (d) Racist, sexist and homophobic slurs were repeatedly directed at rookie players and were used on a daily basis.

86. Taylor's experience left him permanently traumatized. He suffered severe mental health issues which were not present before the Abuse he endured. He was hospitalized

for a lengthy period after his time in the WHL. He continues to suffer from the psychological and physical injuries he suffered while playing in the WHL.

The Class' Experience

87. The Class Members suffered Abuse including, but not limited to:

- (a) sexual assault, group sexual assault and molestation;
- (b) Such sexual assault includes, but is not limited to:
 - (i) being forced to masturbate in front of teammates and coaches and others;
 - (ii) being forced to sexually assault other teammates;
 - (iii) being forced to consume the urine, saliva, semen or feces of teammates;
 - (iv) being forced or coerced or threatened with sexual enagement with animals;
 - (v) having their genitals tied to heavy objects;
 - (vi) having their genitals dipped into various irritants or toxic liquids;
 - (vii) forced shaving of pubic hair and other body hair;
 - (viii) having various objects placed in their anuses (eg, hockey sticks, brooms, food); and,
 - (ix) having various other objects and substances placed in their underwear of near their genital area;
- (c) being physically assaulted both with and without the use of various weapons (hockey sticks, sawed off hockey sticks, belts, etc.);
- (d) being forced to consume large quantities of alcohol and illicit drugs;
- (e) being verbally demeaned, harassed, and degraded;

- (f) being assaulted by other teammates and being forced to physically assault other teammates; and,
- (g) being called racial, sexist and homophobic slurs.

TOXIC CULTURE AND ENVIRONMENT

88. The culture and environment of the Leagues and each of the Teams is highly racist, sexual, sexualized, homophobic and/or otherwise discriminatory. This culture and environment is pervasive and systemic; it exists among and within all of the Defendants. The Abuse is often highly racist, sexual, sexualized, homophobic and/or otherwise discriminatory.

89. The racist nature of the Abuse is evidenced by, among other things:

- (a) frequent targeting of racialized victims;
- (b) frequent use of highly degrading racist expressions;
- (c) frequent racial slurs, jokes and innuendos; and
- (d) frequent discriminatory comments with respect to the bodies, abilities or dignity of certain races.

90. The sexualized and sexist nature of the Abuse is shown by, among other things:

- (a) frequently requiring the victims of the Abuse to be partially or completely nude;
- (b) frequently requiring Class Members to dress in women's' clothing;
- (c) frequently targeting the sexual areas of the victims' bodies, including the buttocks and genitals;
- (d) frequent use of sexualized power dynamics;
- (e) frequent use of highly degrading sexual expressions;
- (f) frequent sexual jokes and innuendos;
- (g) frequent comparison between the victims of the Abuse and women; and
- (h) frequent discriminatory comments with respect to the bodies, abilities or dignity of women.

91. The homophobic nature of the Abuse is shown by, among other things:

- (a) frequent targeting of victims for perception of their gender expression or sexuality;
- (b) frequently targeting the sexual areas of the victims' bodies, including the buttocks and genitals;
- (c) frequent use of sexualized power dynamics;
- (d) frequent use of highly degrading homophobic expressions;
- (e) frequent sexual and homophobic jokes and innuendos;
- (f) frequent comparison between the victims of the Abuse and women; and
- (g) frequent discriminatory comments with respect to the bodies, abilities or dignity of homosexual persons.

DEFENDANTS' AGENTS TOLERATE AND ENCOURAGE VIOLENCE, DISCRIMINATION AND SEXUAL ASSAULT

92. The Abuse is tolerated and condoned by adults in positions of power on the Teams and the Leagues:

- (a) Team and League staff and agents are desensitized to the Abuse;
- (b) Team and League staff, employees and agents discourage complaints about the Abuse;
- (c) Team and League staff, employees and agents turn a blind eye to the Abuse;
- (d) Team and League staff, employees and agents are quick to excuse the Abuse;
- (e) Team and League staff, employees and agents bury the issues to protect the reputation of the Teams and the Leagues at the expense of Class Members;
- (f) Team and League staff, employees and agents do not act on complaints when reported either at the team or League-level;
- (g) there is a deep mistrust among Class members that the Teams or Leagues will take such complaints seriously; and;

- (h) sexual and physical assault is routinely ignored or even condoned and encouraged by those holding positions of power and authority.

93. This creates serious impediments to reporting and to the effective investigation and resolution of complaints and prevents many Class Members from reporting incidents of Abuse.

94. The Teams and the Leagues are vicariously liable for the Abuse perpetrated by their staff, employees, agents and players.

CLASS MEMBERS FACE NEGATIVE REPERCUSSIONS FROM REPORTING ABUSE

95. In addition to Team and League agents and employees tolerating, condoning and even encouraging or taking part in the Abuse, Class Members are subject to negative repercussions for reporting or even refusing to submit to the Abuse including:

- (a) reduced ice time;
- (b) being traded to another Team in the League;
- (c) being sent down to a lower level of junior hockey;
- (d) further victimization and retaliation and additional or increased levels of Abuse;
- (e) being excluded from team activities;
- (f) being stigmatized as "weak";
- (g) being stigmatized as a "problem" player, their reputations being tarnished with NHL scouts, negatively impacting their chances of being drafted into the NHL or other professional hockey leagues.

96. Class Members often did not report the Abuse due to the concerns set out above and out of:

- (a) a desire to avoid disturbing group cohesion;
- (b) a desire to avoid negative consequences for the abuser; and,

- (c) a concern about being labelled as someone who would complain about a teammate or an agent of the Teams or League, which could result in becoming socially ostracized or not drafted to the NHL or other professional hockey leagues.

97. In contrast, Class Members who do not make complaints are seen as "team players" and appropriately protecting superiors. As a result, Class Members feel pressure to accept the Abuse or risk social exclusion, further victimization and/or career consequences.

98. As a result of the above, the vast majority of incidents of Abuse are not reported.

POLICIES ARE INADEQUATE, INFREQUENTLY ENFORCED AND INEFFECTIVE

99. The Leagues each have anti-hazing and other policies that are designed to protect Class Members from Abuse, however, they are honoured most often in their breach. The policies themselves are woefully deficient and as a result, cause, contribute to and perpetuate the culture of Abuse in the Leagues and systematic physical, sexual and psychological abuse.

100. Furthermore, the policies themselves are almost never followed. Reports of Abuse are ignored, covered up or denied at the Team and League levels. Any enforcement mechanisms are woefully inadequate and are almost never employed.

101. In particular, the Leagues and Teams' reporting and investigation process is plagued by problems including:

- (a) failure to involve police when criminal acts have taken place;
- (b) failure to ensure appropriate confidentiality measures will protect those reporting Abuse;
- (c) delays in the investigation process;
- (d) Class Members not being offered medical or emotional support;
- (e) serious incidents of sexual assault are not given adequate attention or consideration;

- (f) Class Members are made to feel at fault before even providing a report;
- (g) investigations are held in abeyance for lengthy periods of time;
- (h) reports of Abuse are not formally investigated or resolved;
- (i) poor training with respect to incidents of Abuse; and,
- (j) failure to follow up with key witnesses;

102. As a result, there is very little trust in the ability of the Leagues and the Teams to appropriately respond to reports of Abuse;

103. In the rare cases where complaints of abuse are found to be well-founded, any rare sanctions are nothing more than a "slap on the wrist" which provide no deterrent.

104. As a result of these and other failures, Abuse often goes unreported.

TRAINING IS INADEQUATE

105. The training in place for agents, employees and employees of the Teams, Leagues as well as the players with respect to sexual assault, hazing, physical assault, and the Abuse is inadequate. As a result, training fails to inform Teams, Leagues and players about appropriate conduct, lacks credibility and further demonstrates that the Teams and the Leagues do not take the Abuse seriously.

SYSTEMIC NEGLIGENCE

106. The Defendants and their employees, agents and servants owed a duty of care to the Plaintiffs and Class to create and maintain an environment that was free from sexual and physical assault, harassment and the Abuse.

107. The harm suffered by the Plaintiffs and the Class was a reasonably foreseeable consequence of the acts and omissions of the Defendants' employees, agents and servants.

108. The Defendants were in a position of authority and power and stood *in loco parentis* with Class Members. At all material times, the actions of the Defendants and their agents, employees and servants had a direct impact on the Plaintiffs and the Class.

They were responsible for providing or causing to provide facilities, policies, standards and programs that were appropriate for the Class Members, free from Abuse. In such circumstances, the risk of harm contemplated in this action was reasonably foreseeable.

109. There was a direct and proximate relationship and specific interaction between the Plaintiffs and the Class and the Defendants' employees, agents and servants, including but not limited to:

- (a) the daily interaction between Class Members and the Defendants' agents, servants and employees; and,
- (b) the close and direct supervisory relationship between the Plaintiffs and the Class and the Defendants' agents, servants and employees.

110. The agents, servants and employees of the Defendants repeatedly made representations to the Plaintiffs and the Class that it was taking appropriate steps to prevent hazing, sexual assault and the Assaults. Such representations were relied upon by the Plaintiffs and the Class, as well as the parents and guardians of Class Members, in joining and remaining in the Leagues.

111. The Defendants owed a duty to not operate a system of teams that caused harms to its players. In particular, the Leagues duties included the duty:

- (a) to supervise, educate, train and mentor the Class;
- (b) to not subject Class members to the Abuse from their servants, employees, or agents or other players;
- (c) to not create an environment where the Class members were subjected to the Abuse by others playing in the Leagues;
- (d) to use reasonable care to ensure the safety, well-being, and protection of Class members;
- (e) to have in place adequate policies condemning the Abuse and its related bigotry;
- (f) to adequately enforce its policies condemning the Abuse and its related bigotry;
- (g) to have adequate training, programs and oversight to enforce policies;

- (h) to have in place adequate reporting measures to address complaints about the Abuse;
- (i) to enforce its reporting measures addressing the Abuse consistently;
- (j) to respond adequately, or at all, to complaints about the Abuse;
- (k) to have in place adequate repercussion mechanisms to address complaints about the Abuse; and
- (l) to properly exercise discretion in determining when the Abuse occurred.

112. The Leagues and the Teams breached their common law duties to the Plaintiffs and the Class through their negligent failure to properly supervise, oversee and control the operations of their servants, employees and agents. In many circumstances, the Leagues' policies did not denounce all forms of the Abuse, and did not denounce the Abuse at all.

113. In particular, the Defendants breached the standard of care by:

- (a) not adequately supervising, educating, training and mentoring the Class;
- (b) subjecting Class members to the Abuse from their servants, employees, or agents;
- (c) creating an environment where the Class members were subjected to the Abuse by others playing in the League;
- (d) failing to use reasonable care to ensure the safety, well-being, and protection of Class members;
- (e) failing to have in place adequate policies condemning the Abuse;
- (f) failing to adequately enforce its policies condemning the Abuse;
- (g) failing to have adequate training and programs to enforce those policies;
- (h) failing to have in place adequate reporting measures to address complaints about the Abuse;
- (i) failing to enforce its reporting measures addressing the Abuse consistently;
- (j) failing to respond adequately, or at all, to complaints about the Abuse;

- (k) failing to have in place adequate repercussion mechanisms to address complaints about the Abuse; and,
- (l) failing to properly exercise discretion in determining when the Abuse occurred.

114. The Defendants' negligence caused damages to the Class and Family Class, as further particularized below.

BREACH OF FIDUCIARY DUTY

115. The Plaintiffs and the Class were minors, often removed from their family, and were in the complete care and control of the Defendants. The Class members trusted, relied on and depended on the Defendants. The Defendants' relationship to the Class members was one of *loco parentis*, or that of a parent.

116. In addition, or in the alternative, the Defendants had an additional type of power and control over the Plaintiffs and the Class Members by virtue of the influence they held over Class Members' futures and ability to pursue careers in professional hockey. The Defendants and their agents, servants and employees held discretionary power over the vulnerable Class's interests, which power could be wielded unilaterally.

117. By virtue of the relationship between the Class members and the Defendants, the Defendants owed all Class members a fiduciary duty that included a duty to care for them and protect them and to act in their best interests at all times, as particularized below.

118. In particular, the Defendants owed a duty to not operate a system of teams that caused harms to underage players. In particular, the Leagues fiduciary duties included the duty to:

- (a) to supervise, educate, train and mentor the Class;
- (b) not subject Class members to the Abuse from their servants, employees, or agents;
- (c) not create an environment where the Class members were subjected to the Abuse by others playing in the League;

- (d) to use reasonable care to ensure the safety, well-being, and protection of Class members;
- (e) to have in place adequate policies condemning the Abuse;
- (f) to adequately enforce its policies condemning the Abuse;
- (g) to have adequate training and programs to carry out and enforce policies;
- (h) to have in place adequate reporting measures to address complaints about the Abuse;
- (i) to enforce its reporting measures addressing the Abuse consistently;
- (j) to respond adequately, or at all, to complaints about the Abuse;
- (k) to have in place adequate repercussion mechanisms to address complaints about the Abuse; and
- (l) to properly exercise discretion in determining when the Abuse occurred.

119. The Leagues breached their fiduciary duty to the Plaintiffs and the Class through their failure to properly supervise and control the operations of its servants, employees and agents. In many circumstances, the Leagues' policies did not denounce all forms of the Abuse.

120. In particular, the Defendants breached their fiduciary duties by:

- (a) not adequately supervising, educating, training and mentoring the Class;
- (b) subjecting Class members to the Abuse from their servants, employees, or agents;
- (c) creating an environment where the Class members were subjected to the Abuse by others playing in the League;
- (d) failing to use reasonable care to ensure the safety, well-being, and protection of Class members;
- (e) failing to have in place adequate policies condemning the Abuse;
- (f) failing to adequately enforce its policies condemning the Abuse;
- (g) failing to have adequate training and programs to enforce policies;

- (h) failing to have in place adequate reporting measures to address complaints about the Abuse;
- (i) failing to enforce its reporting measures addressing the Abuse consistently;
- (j) failing to respond adequately, or at all, to complaints about the Abuse;
- (k) failing to have in place adequate repercussion mechanisms to address complaints about the Abuse; and
- (l) failing to properly exercise discretion in determining when the Abuse occurred.

121. The Class Members had a reasonable expectation that the Defendants and their servants, employees and agents would act in their best interests with respect to their wellbeing given the assumption of responsibility of care for the Class Members by virtue of:

- (a) the Defendants' establishment, operation, financing, supervision and control of the Teams and Leagues;
- (b) the terms of the contracts entered into between the Class Members, the Teams and the Leagues;
- (c) the hierarchical and authoritarian coaching and playing systems and the requirements for obedience;
- (d) the tremendous power and authority of the Defendants and their agents, employees and servants over the Class;
- (e) the unilateral assumption of responsibilities for the care of the Class by the Defendants;
- (f) the dependence of the Class Members on the Defendants and their agents, employees and servants for their care, development, education and future career prospects, both in professional hockey and outside of hockey.

122. Given the circumstances of the relationship between the Defendants and their agents, servants and employees and Class Members, including but not limited to their contractual obligations, parental obligations and day to day control over the Class Members, the Defendants undertook to act in the best interests of the Class Members and to act in accordance with the duty of loyalty imposed on the Defendants.

123. Furthermore, the Defendants' repeated insistence throughout the Class Period that it had appropriate policies and procedures to prevent and address hazing and other Abuse constituted an undertaking of responsibility to act in the best interests of the Plaintiffs and the Class Members and to act in accordance with a duty of loyalty in which the Class Members' interests would be put ahead of the Defendants' interests, in ensuring that such conduct did not occur.

124. Similarly, in investigating complaints of Abuse, the Defendants and their agents, servants and employees were required, but failed, to put the interests of the Class Members ahead of the Defendants' interests.

125. The Class were entitled to rely, and did rely on the Defendants to their detriment to fulfill their fiduciary obligations. As a result of their age and the imbalance of power, the Class Members were particularly vulnerable to and at the mercy of the discretion and power exercised by the servants, employees and agents of the Defendants.

126. The unilateral exercise of power and discretion by the Defendants impacted the Class Members' legal interests, including but not limited to career advancement and the Class Members' fundamental human and personal interests. The discretion exercised by the Defendants and their agents, employees and servants also directly affected the degree of sexual assault, harassment and Abuse as it was wholly within the scope of that discretion to ensure that appropriate policies and procedures were in place.

127. The Plaintiffs and the Class are particularly vulnerable and at the mercy of the Defendants. The Plaintiffs and the Class Members' vulnerability arises directly from their relationship with the Defendants. They relied on the Defendants for their protection in preventing the Abuse. All levels of leadership condoned and encouraged the sexualized, abusive and discriminatory culture that permeated the Leagues and they failed to take appropriate steps to stop it. The Defendants and their agents, servants and employees abused their power over the Class.

128. The Defendants breached their fiduciary duties to the Plaintiffs and the Class. The particulars of the breach include the failures set out in paragraph 120, and:

- (a) burying or minimizing reported incidents of Abuse to protect the reputation of the Defendants or their employees, agents or servants at the expense of Class Members;
- (b) putting the interests of the Defendants ahead of the interests of the Plaintiffs and the Class; and,
- (c) failing to safeguard the physical and psychological needs of the Class Members.

129. The Defendants and their agents, servants and employees knew or ought to have known that as a consequence of their actions, the Plaintiffs and Class Members would suffer damages, as particularized below.

BREACH OF CONTRACT

130. Each Class member was contractually bound to the Team(s) they played for, and to the Leagues, by virtue of the SPA. Both the Class Member and the parents or guardians of that Class Member sign the SPA before or at the time the player joins the Teams' roster. The Leagues and Teams approved and registered all SPAs signed by Class members.

131. The SPAs were standard-form contractual agreements between the Class members, the Teams they played for, and the Leagues. Their terms provided contractual duties of the Leagues and Teams to the Class members. Their terms also informed the common law duty of care that the Leagues and Teams owed to the Class members.

132. The SPAs are and were set by the OHL, the QJMHL and the WHL and approved by the CHL. The SPAs are identical for each player and each Team within each League.

133. The SPAs all had terms stating that the Teams are required to provide "training, education, supervision and character development" to the Class members.

134. The Defendants' breached this term of their contracts with the Plaintiffs and Class by allowing Abuse that hampered or was detrimental to the players' supervision, education and character development insofar as those were terms of the contract. They did so in the following ways, amongst others:

- (a) not adequately supervising, educating, training and mentoring the Class;
- (b) subjecting Class members to the Abuse from their servants, employees, or agents;
- (c) creating an environment where the Class members were subjected to the Abuse by others playing in the League;
- (d) failing to use reasonable care to ensure the safety, well-being, and protection of Class members;
- (e) failing to have in place adequate policies condemning the Abuse;
- (f) failing to adequately enforce its policies condemning the Abuse;
- (g) failing to have adequate training and programs to enforce policies that ostensibly were designed to address Abuse;
- (h) failing to have in place adequate reporting measures to address complaints about the Abuse;
- (i) failing to enforce its reporting measures addressing the Abuse consistently;
- (j) failing to respond adequately, or at all, to complaints about the Abuse;
- (k) failing to have in place adequate repercussion mechanisms to address complaints about the Abuse; and,
- (l) failing to properly exercise discretion in determining when the Abuse occurred.

135. Furthermore, it was an implied term that the Defendants would act honestly and in good faith in the performance of the contractual obligations set out in the SPA. The Defendants and their agents, employees and servants misled the Class Members with respect to the protections they would provide, the oversight they would engage in and the appropriate management of the Leagues and Teams which are made up largely of underage minors. By failing to protect the vulnerable Class Members from the Abuses the Defendants knew were being perpetrated on a systemic basis, the Defendants breached their common law duty of good faith in the carrying out of the SPAs.

DAMAGES SUFFERED BY CLASS MEMBERS

136. The Class Members have suffered damages that include, but are not limited to:

- (a) physical pain and suffering ;
- (b) permanent physical injuries;
- (c) emotional, physical and psychological harm;
- (d) impairment of mental and emotional health and well-being;
- (e) impaired mental development;
- (f) impaired ability to participate in relationships;
- (g) alienation from family members;
- (h) depression, anxiety, emotional distress and mental anguish;
- (i) development of new mental, psychological and psychiatric disorders;
- (j) emotional pain and suffering;
- (k) a loss of self-esteem and feelings of humiliation and degradation;
- (l) an impaired ability to obtain and maintain employment, resulting either in lost or reduced income and ongoing loss of income;
- (m) an impaired ability to deal with persons in positions of authority;
- (n) an impaired ability to trust other individuals or sustain relationships;
- (o) a requirement for medical or psychological treatment and counselling;
- (p) an impaired ability to enjoy and participate in recreational, social and employment activities;
- (q) loss of friendship and companionship;
- (r) sexual disorientation; and,
- (s) loss of general enjoyment of life.

137. But for the Defendants' conduct, the above damages would not have been sustained.

138. As a result of the Abuse, Class members have required and will continue to require, medical treatment, psychological or psychiatric treatment, counselling, or other care. The Plaintiffs and other Class Members, or many of them, will require future medical care and/or rehabilitative treatment, or have already required such services, as a

result of the Defendants' conduct for which they claim complete indemnity, compensation and payment. But for the Defendants' conduct, such treatment would not be necessary.

139. Members of the Family Class have suffered, and continue to suffer, loss of care, guidance and companionship which arises directly, or indirectly, from the physical, mental and emotional trauma sustained directly, or indirectly, by the Class. The harm suffered by the Family Class was reasonably foreseeable and was caused by the Conduct of the Defendants and their agents, employees and servants for whom they are in law responsible.

140. The Plaintiffs plead that the Defendants are strictly liable, jointly and severally, for the damages set out above as they were aware of and allowed the Abuse to continue to occur.

PUNITIVE AND EXEMPLARY DAMAGES

141. The Defendants and their agents, employees and servants had specific and complete knowledge of the widespread physical, psychological, emotional, cultural and sexual abuses incurred by Class Members during the Class Period. Despite this knowledge, the Defendants continued to permit the perpetration of grievous harm to the Class Members.

142. In allowing the Abuse to take place unhindered, and in condoning such abuse, the Defendants acted in a high-handed and callous manner toward Class Members which warrants a finding of punitive and/or exemplary damages that are reasonable in the herein circumstances. The Defendants conducted their affairs with wanton disregard for Class Members' interests, safety and well-being.

143. This action is commenced pursuant to the *Class Proceedings Act, 1992*.

144. The Plaintiffs plead and rely upon the *Civil Code of Quebec, SQ 1991, c. 64*.

145. The Plaintiffs propose that the trial of the within action take place in the city of Toronto.

REAL AND SUBSTANTIAL CONNECTION TO ONTARIO

146. The Plaintiff pleads that this action has a real and substantial connection with Ontario because, *inter alia*:

- (a) the Defendants conduct business in Ontario;
- (b) the Defendants have corporate headquarters in Ontario;
- (c) contracts relating to the subject matter of this action were made in Ontario;
- (d) the causes of action arose in Ontario; and,
- (e) a significant number of the Class Members reside in Ontario.

June 18, 2020

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APPENDIX "A"

Team Defendants

AND TO: BARRIE COLTS JUNIOR HOCKEY LTD.

555 Bayview Drive
Barrie, ON L4N 8Y2

AND TO: GUELPH STORM LTD.

55 Wyndham Street
Guelph, ON N1H 7T8

AND TO: HAMILTON BULLDOGS FOUNDATION INC.

101 York Blvd.
Hamilton, ON L8R 3L4

AND TO: KINGSTON FRONTENACS HOCKEY LTD.

1 Johnson Street
Kingston, ON K7L 5H7

AND TO: KITCHENER RANGERS JR. A. HOCKEY CLUB

1963 Eugene George Way
Kitchener, ON N2H 0B8

AND TO: LONDON KNIGHTS HOCKEY INC.

99 Dundas Street
London, ON N6A 6K1

**AND TO: MISSISSAUGA STEELHEADS HOCKEY CLUB INC. and 2325224
ONTARIO INC. o/a MISSISSAUGA STEELHEADS**

5500 Rose Cherry Place
Mississauga, ON L4Z 4B6

AND TO: NIAGARA ICEDOGS HOCKEY CLUB INC.

1 Icedogs Way
St. Catharines, ON L2R 0B3

AND TO: NORTHBAY BATTALION HOCKEY CLUB LTD.

100 Chippewa Street West
North Bay, ON P1B 6G2

AND TO: OSHAWA GENERALS HOCKEY ACADEMY LTD.

99 Athol Street Easy
Oshawa, ON L1H 1J8

**AND TO: OTTAWA 67'S LIMITED PARTNERSHIP c.o.b. OTTAWA 67's
HOCKEY CLUB**

1015 Bank Street
Ottawa, ON K1S 3W7

AND TO: THE OWEN SOUND ATTACK INC.

1900 3rd Ave. East
PO Box 397
Owen Sound, ON N4K 5P7

AND TO: PETERBOROUGH PETES LIMITED

151 Lansdowne Street West
Peterborough, ON K9J 1Y4

AND TO: 649643 ONTARIO INC. o/a SARNIA STING

1455 London Road
Sarnia, ON N7S 6K7

AND TO: 211 SSHC CANADA ULC o/a SARNIA STING HOCKEY CLUB

1185 West Georgia Street
Suite 1700
Vancouver, BC V6E 4E6

AND TO: SOO GREYHOUNDS INC.

269 Queen Street East
Sault Ste. Marie, ON P6A 1Y9

AND TO: SUDBURY WOLVES HOCKEY CLUB LTD.

874 Lapointe Street
Sudbury, ON P3A 5N8

AND TO: WINDSOR SPITFIRES INC.

8787 McHugh Street
Windsor, ON N8S 0A1

**AND TO: MCCRIMMON HOLDINGS, LTD. and 32155 MANITOBA LTD., A
PARTNERSHIP c.o.b. as BRANDON WHEAT KINGS**

363-10th Street
Brandon, MB R7A 4E9

AND TO: BRANDON WHEAT KINGS LIMITED PARTNERSHIP

363-10th Street
Brandon, MB R7A 4E9

**AND TO: CALGARY FLAMES LIMITED PARTNERSHIP and CALGARY
SPORTS AND ENTERTAINMENT CORPORATION**

2400, 525-8 Ave. SW
Calgary, AB T2G 1G1

**AND TO: EDMONTON MAJOR JUNIOR HOCKEY CORPORATION o/a
EDMONTON OIL KINGS**
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Edmonton, AB

**AND TO: KAMLOOPS BLAZERS HOCKEY CLUB, INC. and KAMLOOPS
BLAZERS HOLDINGS LTD.**
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AND TO: KELOWNA ROCKETS HOCKEY ENTERPRISES LTD.
1665 Ellis Street, 3rd Floor
Kelowna, BC V1Y 2B3

AND TO: PRINCE ALBERT RAIDERS HOCKEY CLUB INC.
110 11th Street East
Prince Albert, SK S6V 1A1

**AND TO: EDGEPRO SPORTS & ENTERTAINMENT LTD. o/a PRINCE
GEORGE COUGARS**
330-500 Victoria Street
Prince George, BC V2L 2J9

**AND TO: QUEEN CITY SPORTS & ENTERTAINMENT GROUP LTD. o/a
REGINA PATS**
1881 Scarth Street
Regina, SK S4P 4K9

AND TO: BRAKEN HOLDINGS LTD.
1413 2nd Street SW
Calgary, AB T2R 0W7

AND TO: REBELS SPORTS LTD.
600, 4911 – 51 Street
Red Deer, AB T4N 6V4

AND TO: SASKATOON BLADES HOCKEY CLUB LTD.
500-616 Main Street
Saskatoon, SK S7H 0J6

**AND TO: VANCOUVER JUNIOR HOCKEY LIMITED PARTNERSHIP and
VANCOUVER JUNIOR HOCKEY PARTNERSHIP, LTD c.o.b.
VANCOUVER GIANTS**
7888 200 St #220,
Langley City, BC V2Y 3J4

AND TO: WEST COAST HOCKEY ENTERPRISES LTD. and WEST COAST HOCKEY LLP o/a VICTORIA ROYALS

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Vancouver, BC V6E 2M6

AND TO: MEDICINE HAT TIGERS HOCKEY CLUB LTD.

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Medicine Hat, AB T1C 0H3

AND TO: 1091956 ALTA LTD. o/a THE MEDICINE HAT TIGERS

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AND TO: SWIFT CURRENT TIER 1 FRANCHISE INC. and SWIFT CURRENT BRONCOS HOCKEY CLUB INC. o/a THE SWIFT CURRENT

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Swift Current, SK S9H 2B1

AND TO: ICE SPORTS & ENTERTAINMENT INC. o/a WINNIPEG ICE

57 South Landing Drive
Oak Bluff, MB R4G 0C4

AND TO: MOOSE JAW TIER 1 HOCKEY INC. D.B.A. MOOSE JAW and MOOSE JAW WARRIORS TIER 1 HOCKEY, INC. WARRIORS o/a MOOSE JAW WARRIORS

350 Langdon Cres.
Moose Jaw, SK S6H 0X4

AND TO: LETHBRIDGE HURRICANES HOCKEY CLUB

220 3rd Ave. S, 5th Floor
Lethbridge, AB T1J 3Z4

AND TO: LE TITAN ACADIE BATHURST (2013) INC.

14 Avenue Sean Couturier
Bathurst, NB E2A 6X2

AND TO: CLUB DE HOCKEY JUNIOR MAJEUR DE BAIE-COMEAU INC. o/a DRAKKAR BAIE-COMEAU

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Baie-Comeau, QC G4Z 1K5

AND TO: CLUB DE HOCKEY DRUMMOND INC. o/a VOLTIGEURS DRUMMONDVILLE

300 Rue Cockburn,
Drummondville, QC J2C 4L6

**AND TO: CAPE BRETON MAJOR JUNIOR HOCKEY CLUB LIMITED o/a
SCREAMING EAGLES CAPE BRETON**
481 George St,
Sydney, NS B1P 1K5

AND TO: LES OLYMPIQUES DE GATINEAU INC.
125, Carillon
Gatineau, QC J8X 3X7

AND TO: HALIFAX MOOSEHEADS HOCKEY CLUB INC.
c/o Stewart McKelvey
1741 Lower Water Street
Halifax, NS B3J 0J2

AND TO: CLUB HOCKEY LES REMPARTS DE QUÉBEC INC.
612, rue Saint-Jacques,
Montreal, QC H3C 4M8

AND TO: LE CLUB DE HOCKEY JUNIOR ARMADA INC.
612, rue Saint-Jacques
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AND TO: MONCTON WILDCATS HOCKEY CLUB LIMITED
300 Union Street
Saint John, NB E2L 4M3

AND TO: LE CLUB DE HOCKEY L'OCÉANIC DE RIMOUSKI INC.
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AND TO: LES HUSKIES DE ROUYN-NORANDA INC.
218 Avenue Murdoch,
Rouyn-Noranda, QC J9X 1E6

AND TO: 8515182 CANADA INC. c.o.b. as CHARLOTTETOWN ISLANDERS
46 Kensington Rd.
Charlottetown, PE C1A 5H7

AND TO: LES TIGRES DE VICTORIAVILLE (1991) INC.
400 Boulevard Jutras E.
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AND TO: SAINT JOHN MAJOR JUNIOR HOCKEY CLUB LIMITED
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**AND TO: CLUB DE HOCKEY SHAWINIGAN INC. o/a CATARACTES
SHAWNIGAN**
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Shawinigan, QC G9N 0B7.

**AND TO: CLUB DE HOCKEY JUNIOR MAJEUR VAL D'OR INC. o/a VAL
D'OR FOREURS**
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AND TO: 7759983 CANADA INC. c.o.b. as CLUB DE HOCKEY LE PHOENIX
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Defendants

Court File No.:

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto, Ontario

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