

AMENDED THIS April 14, 2022 PURSUANT TO
MODIFIÉ CE CONFORMEMENT A

RULE/LA RÉGLE 26.02 ()

THE ORDER OF Justice Perell
L'ORDONNANCE DU

DATED / FAIT LE April 14, 2022

Court File No.: CV-20-642705-00CP

REGISTRAR
SUPERIOR COURT OF JUSTICE

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

DANIEL CARCILLO, GARRETT TAYLOR and STEPHEN QUIRK

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., , WINTERHAWKS JUNIOR HOCKEY LLC, PORTLAND WINTER HAWKS INC., THUNDERBIRDS HOCKEY ENTERPRISES, L.L.C., BRETT SPORTS & ENTERTAINMENT, INC., HAT TRICK, INC., TRI-CITY AMERICANS HOCKEY LLC, and TOP SHELF ENTERTAINMENT, INC.

Defendants

Proceeding under the *Class Proceedings Act, 1992*

FRESH AS AMENDED 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: CANADIAN 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) "**CHL**" means the Defendant corporation, the Canadian Hockey League;
- (b) "**OHL**" means the Defendant corporation, the Ontario Hockey League;
- (c) "**WHL**" means the Defendant corporation, the Western Hockey League;
- (d) "**QMJHL**" means the Defendant corporation, the Quebec Major Junior Hockey League (also known as the Ligue de Hockey Junior Majeur du Québec or "LHJMQ");
- (e) "**League Corporation(s)**" means each and all of the CHL, OHL, WHL, and QMJHL;
- (f) "**Team(s)**" means each and all of the following hockey clubs, including each and all of the clubs' owners and operators, all of whom are named as Defendants in this Action:
 - (i) Barrie Colts, Erie Otters, Flint Firebirds (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, and previous iterations of such teams (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, and previous iterations of such teams (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, and previous iterations of such teams (collectively, the "**QMJHL Teams**"); and

- (iv) any other or previously existing major junior hockey teams in the OHL League, the WHL League, or the QMJHL League, as defined below;
- (g) "**OHL League**" means the collective of the OHL Teams, and the corporations, the OHL and the CHL, as further described below;
- (h) "**WHL League**" means the collective of the WHL Teams, and the corporations, the WHL and the CHL, as further described below;
- (i) "**QMJHL League**" means the collective of the QMJHL Teams, and the corporations, the QMJHL and the CHL, as further described below;
- (j) "**Member Leagues**" means the OHL League, the WHL League, and the QMJHL League;
- (k) "**CHL League**" means the collective of the Member Leagues, and includes the OHL Teams, the WHL Teams, the QMJHL Teams, and the corporations, the CHL, the OHL, the WHL, and the QMJHL, as further described below;
- (l) "**Leagues**" means the CHL League and the Member Leagues;
- (m) "**Defendants**" means the defendant corporations, the CHL, the OHL, the WHL, the QMJHL, and the defendant corporations that own and operate the Teams;
- (n) "**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, including players, coaches, staff, servants, employees and agents of the Teams, as further particularized herein;
- (o) "**Abuse Policies**" means written policies that are designed, or purport to be designed, to prevent, lessen or eradicate the Abuse, or to investigate, identify and respond to incidents of Abuse, and, *inter alia*, describe the means of enforcement and implementation of such Policies;
- (p) "**OHL Players**" means all former and current players who play or played in the OHL League;
- (q) "**WHL Players**" means all former and current players who play or played in the WHL League;

- (r) "**QMJHL Players**" means all former and current players who play or played in the QMJHL League;
- (s) "**Class**" means all former and current players who claim to have suffered the Abuse while playing in the CHL League between May 8, 1975 and the present;
- (t) "**Family Class**" means all parents, spouses, siblings and children of Class Members;
- (u) "**SPA**" means the Standard Player Agreement that each player signs with the Teams and the Leagues and which sets out the terms of employment; and
- (v) "**NHL**" means the National 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 Leagues and Teams;
- (c) a declaration that the Defendants are liable for damages flowing from their breach of fiduciary duty to the Plaintiffs and Class in relation to the operation, management, administration, supervision and/or control of the Leagues and Teams;
- (d) damages for negligence, breach of fiduciary duty, assault, intentional infliction of emotional distress, false imprisonment, and battery in an amount that this Honourable Court deems appropriate;
- (e) a declaration that the Leagues or, in addition or in the alternative, the Teams, are vicariously liable for the Abuse perpetrated by the Leagues' and the Teams' staff, employees, agents and players;
- (f) a declaration that the Defendants committed actionable faults in failing to prevent the Abuse pursuant to the *Quebec Civil Code* and that the Defendants are liable for such faults;
- (g) a declaration that the Defendants have breached sections 1, 10.1, and 39 of the *Quebec Charter of Human Rights and Freedoms*;

- (h) damages for loss of guidance, care and companionship pursuant to the *Family Law Act*, R.S.O. 1990, c. F.3;
- (i) aggravated and punitive damages in an amount that this Honourable Court deems appropriate;
- (j) prejudgment and postjudgment interest pursuant to the *Courts of Justice Act*, R.S.O. 1990, c. C.43;
- (k) costs of the action on a substantial indemnity basis or in an amount that provides full indemnity to the Plaintiffs;
- (l) 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,
- (m) 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 young and vulnerable players, by coaches, League and 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. Until the 2000s, such Abuse was condoned in the Leagues. It was considered a right of passage. It was an open secret. Class Members were regularly forced to endure unspeakable acts that can only be described as torture. League and Team agents believed this conduct helped to develop players, or "toughen them up".

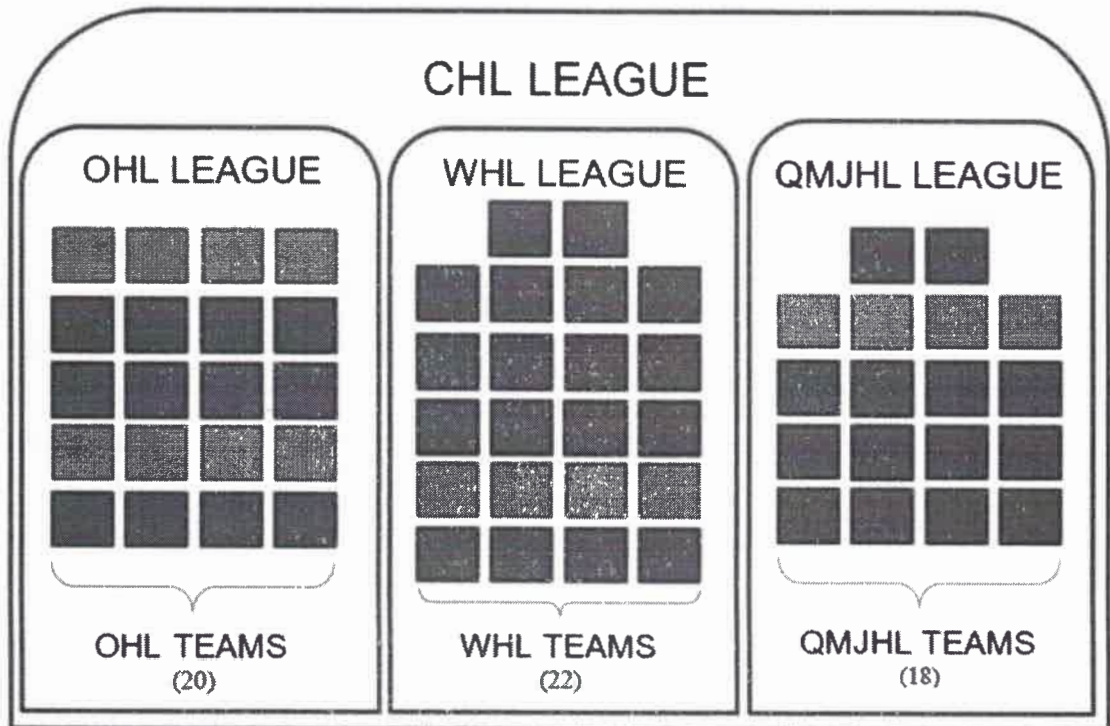
5. Once such Abuse began to be covered in the media, the Leagues ostensibly began to take steps to curb such Abuse by creating Abuse Policies. The Leagues' Abuse Policies are and have always been ineffective. None of the Leagues ever committed to eradicating the Abuses, and such Abuses continue to this day.

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

7. Most players enter the Leagues at the age of 16 or 17 and many play to the age of 20. Some players enter the Leagues as young as 14 or 15. The majority of these children or young men leave their homes and families to play hockey for a team in a different town or city, far from their parents. They do not get to choose where they play, as they are drafted into the system. They are repeatedly traded to new teams in new cities, again, not of their choice. They are billeted with local families and attend the local high school. They are young, impressionable and vulnerable. They are completely inculcated into the culture of the Leagues. They are deeply incentivized to comply with the common culture by the potential to be drafted to the NHL. The power imbalance between these children and young men and the older players, coaches, and League and Team officials is extreme.

8. The opportunities for abuse of power are omnipresent, and the Defendants have failed in their duties to protect the children and adolescents under their care. The result has been decades of rampant 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.

9. The Leagues operate as collectives. The Member Leagues – the OHL League, the WHL League, and the QMJHL League – are each constituted of their own member Teams.



Together, the Member Leagues, which includes the Teams within each Member League, constitute the CHL League.

10. Each Member League, and the larger CHL League, is an unincorporated association, a partnership, a joint venture, a common enterprise or otherwise operates as a collective. As a result of this relationship, the Teams that constitute a Member League are jointly and severally liable for that Member League's wrongdoing. The Member Leagues that constitute the CHL League, and – in turn – the Teams that constitute the Member Leagues, are jointly and severally liable for the CHL League's wrongdoing.

11. The League Corporations, the CHL, OHL, WHL, and QMJHL, are not the Leagues. They are corporations that administer, or assist in administering, the Leagues. Each League Corporation is part of each League that it assists in administering. As part of the Leagues, the League Corporations are jointly and severally liable, with the Teams, for the wrongdoing of each League that they are part of.

12. Each League operates pursuant to its constating documents. Each Defendant is bound by the constating documents of each League of which that Defendant is part. These constating documents set out the terms of the business and/or organizational relationships between the Defendants, as well as the Defendants' common responsibilities with respect to the Abuse.

13. The Defendants, both as individual entities, as the Teams, and, collectively, as the Leagues, profit from these relationships and from their collective operation of the Leagues, their participation in the Leagues, and their operation of the Teams. Profits and revenues flow between the Defendants, and between the Teams, the Leagues, and the League Corporations.

The Plaintiffs

14. Daniel Carcillo was born in King City, Ontario, and is currently a resident of Florida 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 on the Sarnia Sting suffered almost constant Abuse for the entire 2002-2003 season. The Abuse was

perpetrated by older Sarnia Sting players and League and Team staff, agents, employees and servants. He was traded to the Mississauga IceDogs for the 2004-2005 season where the Abuse continued to take place.

15. 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 Lethbridge Hurricanes suffered Abuse throughout the 2008-2009 season. The Abuse was perpetrated by older Lethbridge Hurricanes players and by League and Team staff, agents, employees and servants. He was traded to the Prince Albert Raiders for the 2009-2010 season where the Abuse continued to take place.

16. Stephen Quirk was born in Cape Breton, Nova Scotia and is a resident of Sydney, Nova Scotia. He played for the QMJHL Teams the Moncton Alpines/Wildcats and the Halifax Mooseheads between 1995 and 1998. He and a number of other rookies suffered Abuse in his rookie season in 1995-1996, when he was 17. The Abuse was perpetrated by older players and by League and Team staff, agents, employees and servants. The Abuse took place throughout his time in Canadian major junior hockey.

17. Mr. Carcillo, Mr. Quirk 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.

The Defendants

The CHL League

18. The Defendants, collectively, operate the world's largest development hockey league, composed of 52 Canadian and 8 American teams split between three Member Leagues: the OHL League, the WHL League, and the QMJHL League.

19. The CHL League is the national major junior hockey league. It was formed on May 8, 1975. It is constituted of the Member Leagues. It is administered by the CHL, a

corporation registered pursuant to the laws of Canada. The CHL's registered head office is in Scarborough, Ontario.

20. Together, the Member Leagues, which includes the Teams and League Corporations within each of the Member Leagues, and the corporation, the CHL, constitute the CHL League, which is an unincorporated association, a partnership, a joint venture, a common enterprise or otherwise operates as a collective.

21. The CHL League acts as the governing body for major junior hockey in Canada. The CHL League, through the Member Leagues and Teams, operates in Canada, in Alberta, British Columbia, Manitoba, New Brunswick, Nova Scotia, Ontario, Prince Edward Island, Quebec, and Saskatchewan, and in the United States, in Pennsylvania, Michigan, Washington, and Oregon.

22. In addition to the activities of the Member Leagues, the CHL League holds events such as the all-star/prospects game, the Memorial Cup, and the inter-league import draft.

23. Aspects of the operation of the Member Leagues, including aspects related to players, are governed, overseen, controlled, or administered by the CHL League through its constitution, by-laws, regulations, policies, and operational oversight. Through the CHL League and otherwise, revenues are shared between and flow between the Leagues and the Teams.

24. The CHL League is an affiliate of Hockey Canada. The CHL League also has a contractual relationship with the NHL, supplying players to play in the NHL in exchange for funding which is then distributed to the Member Leagues. The CHL League plays this role, essential to the Leagues' purpose as a development League, on behalf of the Member Leagues.

25. The CHL League negotiates television rights on behalf of the Member Leagues and distributes related revenues to the Member Leagues. The CHL League also distributes funds to the Member Leagues received from the NHL in exchange for supplying players to the NHL. The CHL League also approves and registers the standard form SPA which each team, each player, and each player's parents, must execute.

26. By virtue of these activities, the CHL, as the corporation that administers the CHL League, is also an intrinsic part of each of the Member Leagues.

The OHL League

27. The OHL League is a major junior hockey league, constituted of the OHL Teams, operating within the CHL League. The OHL League, through its member Teams, operates in Ontario, Michigan, and Pennsylvania.

28. The OHL League is administered primarily by the OHL, a corporation registered pursuant to the laws of Ontario. The OHL's registered head office is in Scarborough, Ontario. The OHL League is also administered, in part, by the corporation, the CHL.

29. Together, the OHL Teams, and the corporations, the OHL and the CHL, constitute the OHL League, which is an unincorporated association, a partnership, a joint venture, a common enterprise or otherwise operates as a collective.

30. The OHL League is responsible for the oversight and management of the OHL Teams. Each OHL Team is a member of the OHL League. The OHL Teams play each other in their various home arenas over a 68-game season. The OHL League has a playoff system which culminates in the CHL League's Memorial Cup.

31. The OHL League is responsible, in particular, for the oversight and management of aspects of the OHL Teams related to OHL Players. Players are drafted into the OHL League onto the OHL Teams. Players do not get to choose which OHL Team they play for. Players are regularly traded between the OHL Teams.

32. The OHL League drafts the standard form SPA which each OHL Team, each OHL Player and the player's parents execute. Additionally, the OHL League approves and registers all agreements entered into between OHL Players and OHL Teams.

33. The following teams ("the OHL Teams") are members of and constitute the OHL League:

- (a) **The Barrie Colts**, owned and operated by the defendant, BARRIE COLTS JUNIOR HOCKEY LTD., a corporation registered pursuant to the laws of Ontario with its registered head office in Barrie, Ontario. BARRIE COLTS JUNIOR HOCKEY LTD. is responsible, along with the CHL League and the OHL League, for the oversight and management of the Barrie Colts.
- (b) **The Guelph Storm**, owned and operated by the defendant, GUELPH STORM LTD., a corporation registered pursuant to the laws of Ontario with its registered head office in Guelph, Ontario. GUELPH STORM LTD. is responsible, along with the CHL League and the OHL League, for the oversight and management of the Guelph Storm.
- (c) **The Hamilton Bulldogs**, owned and operated by the defendant, HAMILTON BULLDOGS FOUNDATION INC., a corporation registered pursuant to the laws of Ontario with its registered head office in Hamilton, Ontario. HAMILTON BULLDOGS FOUNDATION INC. is responsible, along with the CHL League and the OHL League, for the oversight and management of the Hamilton Bulldogs.
- (d) **The Kingston Frontenacs**, owned and operated by the defendant, KINGSTON FRONTENACS HOCKEY LTD, a corporation registered pursuant to the laws of Ontario with its registered head office in Kingston, Ontario. KINGSTON FRONTENACS HOCKEY LTD. is responsible, along with the CHL League and the OHL League, for the oversight and management of the Kingston Frontenacs.
- (e) **The Kitchener Rangers**, owned and operated by the defendant, KITCHENER RANGERS JR. A. HOCKEY CLUB, a corporation registered pursuant to the laws of Ontario with its registered head office in Kitchener, Ontario. KITCHENER RANGERS JR. A. HOCKEY CLUB is responsible, along with the CHL League and the OHL League, for the oversight and management of the Kitchener Rangers.
- (f) **The London Knights**, owned and operated by the defendant, LONDON KNIGHTS HOCKEY INC., a corporation registered pursuant to the laws of Ontario with its registered head office in London, Ontario. LONDON KNIGHTS HOCKEY INC. is responsible, along with the CHL League and the OHL League, for the oversight and management of the London Knights.
- (g) **The Mississauga Steelheads**, owned and operated by the defendants, MISSISSAUGA STEELHEADS HOCKEY CLUB INC. and 2325224 ONTARIO INC., corporations registered pursuant to the laws of Ontario with their registered head offices in Mississauga, Ontario. MISSISSAUGA STEELHEADS HOCKEY CLUB INC. and 2325224 ONTARIO INC. are responsible, along with the CHL League and the OHL League, for the oversight and management of the Mississauga Steelheads.

- (h) **The Niagara IceDogs**, owned and operated by the defendant, NIAGARA ICEDOGS HOCKEY CLUB INC., a corporation registered pursuant to the laws of Ontario with its registered head office in St. Catharines, Ontario. NIAGARA ICEDOGS HOCKEY CLUB INC. is responsible, along with the CHL League and the OHL League, for the oversight and management of the Niagara IceDogs.
- (i) **The North Bay Battalion**, owned and operated by the defendant, NORTH BAY BATTALION HOCKEY CLUB LTD., a corporation registered pursuant to the laws of Ontario with its registered head office in North Bay, Ontario. NORTH BAY BATTALION HOCKEY CLUB LTD. is responsible, along with the CHL League and the OHL League, for the oversight and management of the North Bay Battalion.
- (j) **The Oshawa Generals**, owned and operated by the defendant, OSHAWA GENERALS HOCKEY ACADEMY LTD., a corporation registered pursuant to the laws of Ontario with its registered head office in Oshawa, Ontario. OSHAWA GENERALS HOCKEY ACADEMY LTD. is responsible, along with the CHL League and the OHL League, for the oversight and management of the Oshawa Generals.
- (k) **The Ottawa 67's**, owned and operated by the defendant, OTTAWA 67'S LIMITED PARTNERSHIP OTTAWA, a corporation registered pursuant to the laws of Ontario with its registered head office in Ottawa, Ontario. OTTAWA 67'S LIMITED PARTNERSHIP OTTAWA is responsible, along with the CHL League and the OHL League, for the oversight and management of the Ottawa 67's.
- (l) **The Owen Sound Attack**, owned and operated by the defendant, THE OWEN SOUND ATTACK INC., a corporation registered pursuant to the laws of Ontario with its registered head office in Owen Sound, Ontario. The OWEN SOUND ATTACK INC. is responsible, along with the CHL League and the OHL League, for the oversight and management of the Owen Sound Attack.
- (m) **The Peterborough Petes**, owned and operated by the defendant, PETERBOROUGH PETES LIMITED, a corporation registered pursuant to the laws of Ontario with its registered head office in Peterborough, Ontario. PETERBOROUGH PETES LIMITED is responsible, along with the CHL League and the OHL League, for the oversight and management of the Peterborough Petes.
- (n) **The Sarnia Sting**, owned and operated by the defendants, 649643 ONTARIO INC. o/a SARNIA STING, a corporation registered pursuant to the laws of Ontario with its registered head office in Sarnia, Ontario, and 211 SSHC CANADA ULC o/a SARNIA STING HOCKEY CLUB, a corporation registered pursuant to the laws of Canada with its registered

head office in Vancouver, BC. 649643 ONTARIO INC. O/A SARNIA STING and 211 SSHC CANADA ULC O/A SARNIA STING HOCKEY CLUB are responsible, along with the CHL League and the OHL League, for the oversight and management of the Sarnia Sting.

- (o) **The Soo Greyhounds**, owned and operated by the defendant, SOO GREYHOUNDS INC., a corporation registered pursuant to the laws of Ontario with its registered head office in Sault Ste. Marie, Ontario. SOO GREYHOUNDS INC. is responsible, along with the CHL League and the OHL League, for the oversight and management of the Soo Greyhounds.
- (p) **The Sudbury Wolves**, owned and operated by the defendant, SUDBURY WOLVES HOCKEY CLUB LTD., a corporation registered pursuant to the laws of Ontario with its registered head office in Sudbury, Ontario. SUDBURY WOLVES HOCKEY CLUB LTD. is responsible, along with the CHL League and the OHL League, for the oversight and management of the Sudbury Wolves.
- (q) **The Windsor Spitfires**, owned and operated by the defendant, WINDSOR SPITFIRES INC., a corporation registered pursuant to the laws of Ontario with its registered head office in Windsor, Ontario. WINDSOR SPITFIRES INC. is responsible, along with the CHL League and the OHL League, for the oversight and management of the Windsor Spitfires.
- (r) **The Erie Otters**, owned and operated by the defendant, JAW HOCKEY ENTERPRISES LP c.o.b. ERIE OTTERS, a corporation registered pursuant to the laws of Pennsylvania with its registered head office in Erie, Pennsylvania. JAW HOCKEY ENTERPRISES LP c.o.b. ERIE OTTERS is responsible, along with the CHL League and the OHL League, for the oversight and management of the Erie Otters.
- (s) **The Flint Firebirds**, owned and operated by the defendant, IMS HOCKEY, CORP c.o.b. FLINT FIREBIRDS, a corporation registered pursuant to the laws of Michigan with its registered head office in Flint, Michigan. IMS HOCKEY, CORP c.o.b. FLINT FIREBIRDS is responsible, along with the CHL League and the OHL League, for the oversight and management of the Flint Firebirds.
- (t) **The Saginaw Spirit**, owned and operated by the defendant, SAGINAW HOCKEY CLUB, L.L.C., a corporation registered pursuant to the laws of Washington with its registered head office in Saginaw, Washington. SAGINAW HOCKEY CLUB, L.L.C. is responsible, along with the CHL League and the OHL League, for the oversight and management of the Saginaw Spirit.

34. Each OHL Team has agreed to accept the transfer of any historical legal liability, including for Abuse, known or unknown, which was held by any previous owners of that OHL Team, as required by OHL League by-laws and constitutions and the common law.

The WHL League

35. The WHL League is a major junior hockey league, constituted of the WHL Teams and operating within the CHL League. The WHL League, through its member teams, operates in Alberta, British Columbia, Manitoba, Saskatchewan, Oregon, and Washington.

36. The WHL League is administered primarily by the WHL, a corporation registered pursuant to the laws of Canada. The WHL League is also administered, in part, by the corporation, the CHL.

37. Together, the WHL Teams, and the corporations, the WHL and the CHL, constitute the WHL League, which is an unincorporated association, a partnership, a joint venture, a common enterprise or otherwise operates as a collective.

38. The WHL League is responsible for the oversight and management of the WHL Teams. Each WHL Team is a member of the WHL League. The WHL Teams play each other in their various home arenas over a 68-game season. The WHL League has a 16-team playoff system which culminates in the CHL League's Memorial Cup.

39. The WHL League is responsible, in particular, for the oversight and management of aspects of the WHL Teams related to WHL Players. Players are drafted into the WHL League onto the WHL Teams. Players do not get to choose which WHL Team they play for. Players are regularly traded between the WHL Teams.

40. The WHL League drafts the standard form SPA which each WHL Team, each WHL Player and the player's parents execute. Additionally, the WHL League approves and registers all agreements entered into between WHL Players and WHL Teams.

41. The following teams ("the WHL Teams") are members of and constitute the WHL League:

- (a) **The Brandon Wheat Kings**, owned and operated by the defendants, MCCRIMMON HOLDINGS, LTD. and 32155 MANITOBA LTD., A PARTNERSHIP c.o.b. as BRANDON WHEAT KINGS, corporations registered pursuant to the laws of Manitoba with their registered head offices in Brandon, Manitoba, and by the defendant, BRANDON WHEAT KINGS LIMITED PARTNERSHIP, a limited liability partnership registered pursuant to the laws of Manitoba with its registered head office in Brandon, MANITOBA. MCCRIMMON HOLDINGS, LTD., 32155 MANITOBA LTD., A PARTNERSHIP C.O.B. AS BRANDON WHEAT KINGS, and BRANDON WHEAT KINGS LIMITED PARTNERSHIP are responsible, along with the CHL League and WHL League, for the oversight and management of the Brandon Wheat Kings.
- (b) **The Calgary Hitmen**, owned and operated by the defendants, CALGARY FLAMES LIMITED PARTNERSHIP, a partnership, and CALGARY SPORTS AND ENTERTAINMENT CORPORATION, a corporation, both registered pursuant to the laws of Alberta with their registered head offices in Calgary, Alberta. CALGARY FLAMES LIMITED PARTNERSHIP and CALGARY SPORTS AND ENTERTAINMENT CORPORATION are responsible, along with the CHL League and WHL League, for the oversight and management of the Calgary Hitmen.
- (c) **The Edmonton Oil Kings**, owned and operated by the defendant, EDMONTON MAJOR JUNIOR HOCKEY CORPORATION, a corporation registered pursuant to the laws of Alberta with its registered head office in Edmonton, Alberta. EDMONTON MAJOR JUNIOR HOCKEY CORPORATION is responsible, along with the CHL League and WHL League, for the oversight and management of the Edmonton Oil Kings.
- (d) **The Kamloops Blazers**, owned and operated by the defendants, KAMLOOPS BLAZERS HOCKEY CLUB, INC. and KAMLOOPS BLAZERS HOLDINGS LTD., corporations registered pursuant to the laws of British Columbia with their registered head offices in Vancouver, British Columbia. KAMLOOPS BLAZERS HOCKEY CLUB, INC. and KAMLOOPS BLAZERS HOLDINGS LTD. are responsible, along with the CHL League and WHL League, for the oversight and management of the Kamloops Blazers.
- (e) **The Kelowna Rockets**, owned and operated by the defendant, KELOWNA ROCKETS HOCKEY ENTERPRISES LTD., a corporation registered pursuant to the laws of British Columbia with its registered head office in Kelowna, British Columbia. KELOWNA ROCKETS HOCKEY ENTERPRISES LTD. is responsible, along with the CHL League and WHL League, for the oversight and management of the Kelowna Rockets.

- (f) **The Prince Albert Raiders**, owned and operated by the defendant, PRINCE ALBERT RAIDERS HOCKEY CLUB INC., a corporation registered pursuant to the laws of Saskatchewan with its registered head office in Prince Albert, Saskatchewan. PRINCE ALBERT RAIDERS HOCKEY CLUB INC. is responsible, along with the CHL League and WHL League, for the oversight and management of the Prince Albert Raiders.
- (g) **The Prince George Cougars**, owned and operated by the defendant, EDGEPRO SPORTS & ENTERTAINMENT LTD., a corporation registered pursuant to the laws of British Columbia with its registered head office in Prince George, British Columbia. EDGEPRO SPORTS & ENTERTAINMENT LTD. is responsible, along with the CHL League and WHL League, for the oversight and management of the Prince George Cougars.
- (h) **The Red Deer Rebels**, owned and operated by the defendant, REBELS SPORTS LTD., a corporation registered pursuant to the laws of Saskatchewan with its registered head office in Saskatchewan. REBELS SPORTS LTD. is responsible, along with the CHL League and WHL League, for the oversight and management of the Red Deer Rebels.
- (i) **The Regina Pats**, owned and operated by the defendants, QUEEN CITY SPORTS & ENTERTAINMENT GROUP LTD., a corporation registered pursuant to the laws of Saskatchewan with its registered head office in Regina, Saskatchewan, and BRAKEN HOLDINGS LTD., a corporation registered pursuant to the laws of Alberta with its registered head office in Calgary, Alberta. QUEEN CITY SPORTS & ENTERTAINMENT GROUP LTD. and BRAKEN HOLDINGS LTD. are responsible, along with the CHL League and WHL League, for the oversight and management of the Regina Pats.
- (j) **The Saskatoon Blades**, owned and operated by the defendant, SASKATOON BLADES HOCKEY CLUB LTD., a corporation registered pursuant to the laws of Saskatchewan with its registered head office in Saskatoon, Saskatchewan. SASKATOON BLADES HOCKEY CLUB LTD. is responsible, along with the CHL League and WHL League, for the oversight and management of the Saskatoon Blades.
- (k) **The Vancouver Giants**, owned and operated by the defendants, VANCOUVER JUNIOR HOCKEY LIMITED PARTNERSHIP and VANCOUVER JUNIOR HOCKEY PARTNERSHIP, LTD c.o.b. VANCOUVER GIANTS, partnerships registered pursuant to the laws of British Columbia with their registered head offices in Vancouver, British Columbia. VANCOUVER JUNIOR HOCKEY LIMITED PARTNERSHIP and VANCOUVER JUNIOR HOCKEY PARTNERSHIP, LTD c.o.b. VANCOUVER GIANTS are responsible,

along with the CHL League and WHL League, for the oversight and management of the Vancouver Giants.

- (l) **The Victoria Royals**, owned and operated by the defendants, WEST COAST HOCKEY ENTERPRISES LTD., a corporation, and WEST COAST HOCKEY LLP, a partnership, both registered pursuant to the laws of British Columbia. WEST COAST HOCKEY ENTERPRISES LTD. is a corporation and WEST COAST HOCKEY LLP are responsible, along with the CHL League and WHL League, for the oversight and management of the Victoria Royals.
- (m) **The Medicine Hat Tigers**, owned and operated by the defendants, MEDICINE HAT TIGERS HOCKEY CLUB LTD., and 1091956 ALTA LTD. o/a THE MEDICINE HAT TIGERS, corporations registered pursuant to the laws of Alberta with their registered head offices in Medicine Hat, Alberta. MEDICINE HAT TIGERS HOCKEY CLUB LTD. and 1091956 ALTA LTD. o/a THE MEDICINE HAT TIGERS are responsible, along with the CHL League and WHL League, for the oversight and management of the Medicine Hat Tigers.
- (n) **The Swift Current Broncos**, owned and operated by the defendants, SWIFT CURRENT TIER 1 FRANCHISE INC. and SWIFT CURRENT BRONCOS HOCKEY CLUB INC. o/a THE SWIFT CURRENT, corporations registered pursuant to the laws of Saskatchewan with their registered head offices in Swift Current, Saskatchewan. SWIFT CURRENT TIER 1 FRANCHISE INC. and SWIFT CURRENT BRONCOS HOCKEY CLUB INC. o/a THE SWIFT CURRENT are responsible, along with the CHL League and WHL League, for the oversight and management of the Swift Current Broncos.
- (o) **The Winnipeg Ice**, owned and operated by the defendant, KOOTENAY ICE HOCKEY CLUB LTD. o/a WINNIPEG ICE, a corporation registered pursuant to the laws of Manitoba with its registered head office in Oak Bluff, Manitoba. KOOTENAY ICE HOCKEY CLUB LTD. o/a WINNIPEG ICE is responsible, along with the CHL League and WHL League, for the oversight and management of the Winnipeg Ice.
- (p) **The Moose Jaw Warriors**, owned and operated by the defendants, 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, corporations registered pursuant to the laws of Saskatchewan with their registered head offices in Moose Jaw, Saskatchewan. 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 responsible, along with the CHL League and WHL League, for the oversight and management of the Moose Jaw Warriors.

- (q) **The Lethbridge Hurricanes**, owned and operated by the defendant, LETHBRIDGE HURRICANES HOCKEY CLUB, a corporation registered pursuant to the laws of Alberta with its registered head office in Lethbridge, Alberta. LETHBRIDGE HURRICANES HOCKEY CLUB is responsible, along with the CHL League and WHL League, for the oversight and management of the Lethbridge Hurricanes.
- (r) **The Everett Silvertips**, owned and operated by the defendants, EHT, INC. and JOHN DOE CORP. A o/a EVERETT SILVERTIPS HOCKEY CLUB, corporations registered pursuant to the laws of Washington with their registered head offices in Everett, Washington. EHT, INC. and JOHN DOE CORP. A o/a EVERETT SILVERTIPS HOCKEY CLUB are responsible, along with the CHL League and WHL League, for the oversight and management of the Everett Silvertips.
- (s) **The Portland Winterhawks**, owned and operated by the defendants, WINTERHAWKS JUNIOR HOCKEY LLC and PORTLAND WINTER HAWKS INC., corporations registered pursuant to the laws of Oregon with their registered head offices in Portland, Oregon. WINTERHAWKS JUNIOR HOCKEY LLC and PORTLAND WINTER HAWKS INC. are responsible, along with the CHL League and WHL League, for the oversight and management of the Portland Winterhawks.
- (t) **The Seattle Thunderbirds**, owned and operated by the defendants, THUNDERBIRDS HOCKEY ENTERPRISES, L.L.C. and JOHN DOE CORP. B o/a SEATTLE THUNDERBIRDS, corporations registered pursuant to the laws of Washington with their registered head offices in Seattle, Washington. THUNDERBIRDS HOCKEY ENTERPRISES, L.L.C. and JOHN DOE CORP. B o/a SEATTLE THUNDERBIRDS are responsible, along with the CHL League and WHL League, for the oversight and management of the Seattle Thunderbirds.
- (u) **The Spokane Chiefs**, owned and operated by the defendants, BRETT SPORTS & ENTERTAINMENT, INC., HAT TRICK, INC. and JOHN DOE CORP. C o/a SPOKANE CHIEFS, corporations registered pursuant to the laws of Washington with their registered head offices in Spokane, Washington. BRETT SPORTS & ENTERTAINMENT, INC., HAT TRICK, INC. and JOHN DOE CORP. C o/a SPOKANE CHIEFS are responsible, along with the CHL League and WHL League, for the oversight and management of the Spokane Chiefs.
- (v) **The Tri-City Americans**, owned and operated by the defendants, TRI-CITY AMERICANS HOCKEY LLC and JOHN DOE CORP. D o/a TRI-CITY AMERICANS, corporations registered pursuant to the laws of Washington with their registered head offices in Kennewick, Washington. TRI-CITY AMERICANS HOCKEY LLC and JOHN DOE CORP. D o/a TRI-CITY AMERICANS are responsible, along with the CHL League and

WHL League, for the oversight and management of the Tri-City Americans.

42. Each WHL Team has agreed to accept the transfer of any historical legal liability, including for Abuse, known or unknown, which was held by any previous owners of that WHL Team, as required by WHL League by-laws and constitutions and the common law.

The QMJHL League

43. The QMJHL League is a major junior hockey league, constituted of the QMJHL Teams and operating within the CHL League. The QMJHL League, through its member teams, operates in New Brunswick, Nova Scotia, Prince Edward Island and Quebec.

44. The QMJHL League is administered primarily by the QMJHL, a corporation registered pursuant to the laws of Quebec, with its head office in Boucherville, Quebec. The QMJHL League is also administered, in part, by the corporation, the CHL.

45. Together, the QMJHL Teams, and the corporations, the QMJHL and the CHL, constitute the QMJHL League, which is an unincorporated association, a partnership, a joint venture, a common enterprise or otherwise operates as a collective.

46. The QMJHL League is responsible for the oversight and management of the QMJHL Teams. Each QMJHL Teams is a member of the QMJHL League. The QMJHL Teams play each other in their various home arenas over a 68-game season. The QMJHL League has a playoff system which culminates in the CHL League's Memorial Cup.

47. The QMJHL League is responsible, in particular, for the oversight and management of aspects of the QMJHL Teams related to QMJHL Players. Players are drafted into the QMJHL League onto the QMJHL Teams. Players do not get to choose which QMJHL Team they play for. Players are regularly traded between the QMJHL Teams.

48. The QMJHL League drafts the standard form SPA which each QMJHL Team, each QMJHL Player and the player's parents execute. Additionally, the QMJHL League

approves and registers all agreements entered into between a player and each one of the QMJHL Teams.

49. The following teams ("the QMJHL Teams") are members of and constitute the QMJHL League:

- (a) **The Acadie-Bathurst Titan**, owned and operated by the defendant, LE TITAN ACADIE BATHURST (2013) INC., a corporation registered pursuant to the laws of New Brunswick with its registered head office in Bathurst, New Brunswick. LE TITAN ACADIE BATHURST (2013) INC. is responsible, along with the CHL League and the QMJHL League, for the oversight and management of the Acadie-Bathurst Titan.
- (b) **The Baie-Comeau Drakkar**, owned and operated by the defendant, CLUB DE HOCKEY JUNIOR MAJEUR DE BAIE-COMEAU INC. o/a DRAKKAR BAIE-COMEAU, a corporation registered pursuant to the laws of Quebec with its registered head office in Baie-Comeau, Quebec. CLUB DE HOCKEY JUNIOR MAJEUR DE BAIE-COMEAU INC. o/a DRAKKAR BAIE-COMEAU is responsible, along with the CHL League and the QMJHL League, for the oversight and management of the Baie-Comeau Drakkar.
- (c) **The Drummondville Voltigeurs**, owned and operated by the defendant, CLUB DE HOCKEY DRUMMOND INC. o/a VOLTIGEURS DRUMMONDVILLE, a corporation registered pursuant to the laws of Quebec with its registered head office in Drummondville, Quebec. CLUB DE HOCKEY DRUMMOND INC. o/a VOLTIGEURS DRUMMONDVILLE is responsible, along with the CHL League and the QMJHL League, for the oversight and management of the Drummondville Voltigeurs.
- (d) **The Cape Breton Screaming Eagles**, owned and operated by the defendant, CAPE BRETON MAJOR JUNIOR HOCKEY CLUB LIMITED o/a SCREAMING EAGLES CAPE BRETON, a corporation registered pursuant to the laws of Nova Scotia with its registered head office in Sydney, Nova Scotia. CAPE BRETON MAJOR JUNIOR HOCKEY CLUB LIMITED o/a SCREAMING EAGLES CAPE BRETON is responsible, along with the CHL League and the QMJHL League, for the oversight and management of the Cape Breton Screaming Eagles.
- (e) **The Gatineau Olympiques**, owned and operated by the defendant, LES OLYMPIQUES DE GATINEAU INC., a corporation registered pursuant to the laws of Canada with its registered head office in Gatineau, Quebec. LES OLYMPIQUES DE GATINEAU INC. is responsible, along with the

CHL League and the QMJHL League, for the oversight and management of the Gatineau Olympiques.

- (f) **The Halifax Mooseheads**, owned and operated by the defendant, HALIFAX MOOSEHEADS HOCKEY CLUB INC. c/o Stewart McKelvey, a corporation registered pursuant to the laws of Canada with its registered head office in Halifax, Nova Scotia. HALIFAX MOOSEHEADS HOCKEY CLUB INC. c/o Stewart McKelvey is responsible, along with the CHL League and the QMJHL League, for the oversight and management of the Halifax Mooseheads.
- (g) **The Quebec Remparts**, owned and operated by the defendant, CLUB HOCKEY LES REMPARTS DE QUÉBEC INC., a corporation registered pursuant to the laws of Canada with its registered head office in Montreal, Quebec. CLUB HOCKEY LES REMPARTS DE QUÉBEC INC. is responsible, along with the CHL League and the QMJHL League, for the oversight and management of the Quebec Remparts.
- (h) **The Blainville-Boisbriand Armada**, owned and operated by the defendant, LE CLUB DE HOCKEY JUNIOR ARMADA INC., a corporation registered pursuant to the laws of Quebec with its registered head office in Montreal, Quebec. LE CLUB DE HOCKEY JUNIOR ARMADA INC. is responsible, along with the CHL League and the QMJHL League, for the oversight and management of the Blainville-Boisbriand Armada.
- (i) **The Moncton Wildcats**, owned and operated by the defendant, MONCTON WILDCATS HOCKEY CLUB LIMITED, a corporation registered pursuant to the laws of New Brunswick with its registered head office in Saint John, New Brunswick. MONCTON WILDCATS HOCKEY CLUB LIMITED is responsible, along with the CHL League and the QMJHL League, for the oversight and management of the Moncton Wildcats.
- (j) **The Oceanic Rimouski**, owned and operated by the defendant, LE CLUB DE HOCKEY L'OCÉANIC DE RIMOUSKI INC., a corporation registered pursuant to the laws of Quebec with its registered head office in Rimouski, Quebec. LE CLUB DE HOCKEY L'OCÉANIC DE RIMOUSKI INC. is responsible, along with the CHL League and the QMJHL League, for the oversight and management of the Oceanic Rimouski.
- (k) **The Rouyn-Noranda Huskies**, owned and operated by the defendant, LES HUSKIES DE ROUYN-NORANDA INC., a corporation registered pursuant to the laws of Quebec with its registered head office in Rouyn-Noranda, Quebec. LES HUSKIES DE ROUYN-NORANDA INC. is

responsible, along with the CHL League and the QMJHL League, for the oversight and management of the Rouyn-Noranda Huskies.

- (l) **The Charlottetown Islanders**, owned and operated by the defendant, 8515182 CANADA INC. c.o.b. as CHARLOTTETOWN ISLANDERS, a corporation registered pursuant to the laws of Canada with its registered head office in Charlottetown, Prince Edward Island. 8515182 CANADA INC. c.o.b. as CHARLOTTETOWN ISLANDERS is responsible, along with the CHL League and the QMJHL League, for the oversight and management of the Charlottetown Islanders.
- (m) **The Victoriaville Tigres**, owned and operated by the defendant, LES TIGRES DE VICTORIAVILLE (1991) INC., a corporation registered pursuant to the laws of Quebec with its registered head office in Victoriaville, Quebec. LES TIGRES DE VICTORIAVILLE (1991) INC. is responsible, along with the CHL League and the QMJHL League, for the oversight and management of the Victoriaville Tigres.
- (n) **The Saint John Sea Dogs**, owned and operated by the defendant, SAINT JOHN MAJOR JUNIOR HOCKEY CLUB LIMITED, a corporation registered pursuant to the laws of New Brunswick with its registered head office in Saint John, New Brunswick. SAINT JOHN MAJOR JUNIOR HOCKEY CLUB LIMITED is responsible, along with the CHL League and the QMJHL League, for the oversight and management of the Saint John Sea Dogs.
- (o) **The Shawinigan Cataractes**, owned and operated by the defendant, CLUB DE HOCKEY SHAWINIGAN INC. o/a CATARACTES SHAWNIGAN, a corporation registered pursuant to the laws of Quebec with its registered head office in Shawinigan, Quebec. CLUB DE HOCKEY SHAWINIGAN INC. o/a CATARACTES SHAWNIGAN is responsible, along with the CHL League and the QMJHL League, for the oversight and management of the Shawinigan Cataractes.
- (p) **The Val d'Or Foreurs**, owned and operated by the defendant, CLUB DE HOCKEY JUNIOR MAJEUR VAL D'OR INC. o/a VAL D'OR FOREURS, a corporation registered pursuant to the laws of Quebec with its registered head office in Val d'Or, Quebec. CLUB DE HOCKEY JUNIOR MAJEUR VAL D'OR INC. o/a VAL D'OR FOREURS is responsible, along with the CHL League and the QMJHL League, for the oversight and management of the Val d'Or Foreurs.
- (q) **The Phoenix Sherbrooke**, owned and operated by the defendant, 7759983 CANADA INC. c.o.b. as CLUB DE HOCKEY LE PHOENIX, a corporation registered pursuant to the laws of Canada with its registered head office in Sherbrooke, Quebec. 7759983 CANADA INC. c.o.b. as CLUB DE HOCKEY LE PHOENIX is responsible, along with the CHL

League and the QMJHL League, for the oversight and management of the Phoenix Sherbrooke.

- (r) **The Chicoutimi Saguenéens**, owned and operated by the defendant, 9264-8849 QUÉBEC INC. c.o.b. as GROUPE SAGS 7-96 AND LES SAGUENÉENS, a corporation registered pursuant to the laws of Quebec with its registered head office in Chicoutimi, Quebec. 9264-8849 QUÉBEC INC. c.o.b. as GROUPE SAGS 7-96 AND LES SAGUENÉENS is responsible, along with the CHL League and the QMJHL League, for the oversight and management of the Chicoutimi Saguenéens.

50. Each QMJHL Team has agreed to accept the transfer of any historical legal liability, including for Abuse, known or unknown, which was held by any previous owners of that QMJHL Team, as required by QMJHL League by-laws and constitutions and the common law.

THE ABUSE

51. The Class Members were and are routinely victim to the Abuse. The Abuse often took place while the Class Members were minors.

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

53. 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 Leagues and the Teams.

54. 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 over the class periods. Each Defendant has had full awareness of the widespread and systemic nature of the Abuse at all material times.

55. The Leagues and the Teams inculcate a culture of silence whereby victims of abuse are discouraged from coming forward. Each League and each Team is complicit in furthering the culture of silence by failing to take steps to protect Class Members who are Players on their own Team, in their own Member League or in the other Member Leagues.

The Plaintiffs' Experiences

Daniel Carcillo

56. The Plaintiff, Daniel Carcillo, suffered through one full year of almost constant and repetitive Abuse while playing as a rookie for the Sarnia Sting, an OHL Team, in 2002. He and the other 12 rookies on the team suffered Abuse by the older players, coaches and team staff. 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 at the home arena, 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 in the dressing room, 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 was called the "hot box" throughout the Leagues. 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 in the home arena. 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 in the dressing room. 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.

57. 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. Carcillo's experiences are representative of CHL League-wide conduct.

Garrett Taylor

58. The Plaintiff Garrett Taylor and his teammates suffered the Abuse while playing for the Lethbridge Hurricanes, a WHL Team, 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.

59. 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 League. He continues to suffer from the psychological and physical injuries he suffered while playing in the WHL League. Taylor's experiences are representative of CHL League-wide conduct.

Stephen Quirk

60. Stephen Quirk and his teammates suffered Abuse while playing for the Moncton Alpines/Wildcats, a QMJHL Team, while he was a 17-year-old rookie in 1995 and until 1998. Coaches and Team officials were aware of the Abuse, but did nothing to stop it. Nothing was done to protect Quirk and his teammates. Instances of abuse that Quirk and his teammates suffered included:

- (a) He and teammates were stripped naked and forced to quickly drink alcohol at their home arena. They were shaved of their pubic hair and the older players covered his genitals in Rub A535. The older players penetrated his anus with their fingers covered in Rub A535;
- (b) He and his teammates were forced into diapers and were walked around the arena ice at their home arena;
- (c) He and his teammates were forced to drink more than 10 beers each after which Quirk fell and cut his hand badly at their home arena. An assistant coach attended at the arena, saw all of the drunk boys in diapers, and drove him to the hospital. The assistant coach told him to tell the doctors he had only two beers, and he was given stitches. The assistant coach drove him back to the arena so he could keep drinking;
- (d) He was forced to strip naked and to enter the bus bathroom on team road trips with 5 or 6 other teammates on at least 5 occasions. They were left in the bus bathroom for hours. This was referred to as the "hot box";
- (e) The older players made him tell them sexual stories on bus rides while they masturbated; and,

- (f) Quirk endured a generally oppressive and toxic environment on both the Moncton Alpines and the Halifax Mooseheads.

61. Quirk's experiences left him traumatized. He continues to suffer from the psychological and physical injuries he suffered while playing in the QMJHL League. Quirk's experiences are representative of CHL League-wide conduct.

The Class' Experience

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

- (a) sexual assault, group sexual assault and molestation, including but 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 engagement 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 (e.g. hockey sticks, brooms, food); and,
 - (ix) having various other objects and substances placed in their underwear or near their genital area;
- (b) being physically assaulted both with and without the use of various weapons (hockey sticks, sawed off hockey sticks, belts, etc.);

- (c) being forced to consume large quantities of alcohol and illicit drugs;
- (d) being verbally demeaned, threatened, harassed and degraded;
- (e) being assaulted by other teammates and being forced to physically assault other teammates;
- (f) being called racial, sexist and homophobic slurs; and,
- (g) being subjected to additional Abuse for resisting, or complaining about, the Abuse.

TOXIC CULTURE AND ENVIRONMENT

63. The culture and environment across each of the Leagues and 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 Leagues and Teams.

64. The Abuse is often highly racist, sexual, sexualized, homophobic and/or otherwise discriminatory.

65. 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.

66. 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.

67. 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.

68. Coaches, trainers, and other staff or employees of the Leagues and Teams often took part in the Abuse, witnessed the Abuse, or were aware that the Abuse was occurring. The Abuse normally took place at League and Team events, on Team buses, or in Team arenas.

69. Every Class Member is or was exposed to the above-described toxic environment. Every Class Member is or was subjected to a massive power imbalance within the Leagues and Teams between new players and the Leagues and Teams' agents, staff, employees and other players, and is or was extremely vulnerable. by virtue of:

- (a) the Class Members being separated from their homes, parents and families;
- (b) the Class Members being children, or being very young;
- (c) the Class Members being billeted in the homes of strangers in a new town or city;

- (d) the Delegation of authority over younger Class Members to older Class Members who themselves had recently lived through the Abuse and to whom the Abuse had been normalized;
- (e) the Defendants' unilateral and complete power over the Class Members' future in hockey, including a career in the NHL, and the potential for significant earnings in professional hockey;
- (f) the Class Members' wish to fit in and to not be singled out, blackballed and/or subjected to additional Abuse;
- (g) Class Members' wish to obtain more playing time or to avoid having playing time decreased; and,
- (h) Class Members' wish to avoid being traded to another team.

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

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

- (a) League and Team staff, employees and agents are desensitized to the Abuse;
- (b) League and Team staff, employees and agents discourage complaints about the Abuse;
- (c) League and Team staff, employees and agents turn a blind eye to the Abuse;
- (d) League and Team staff, employees and agents are quick to excuse the Abuse;
- (e) League and Team staff, employees and agents bury the issues to protect the reputation of the Teams and the Leagues at the expense of Class Members;
- (f) League and Team 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 Leagues and Teams 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.

71. This encouragement and tolerance of Abuse creates serious impediments to reporting and to the effective investigation and resolution of complaints and prevents many Class Members from reporting incidents of Abuse. The encouragement and tolerance of Abuse would not be possible without the complicity of each League and every Team.

72. For long portions of the Class Periods, the Abuse was condoned, promoted and accepted by the Leagues and the Teams. The Leagues and Teams ignored formal and informal complaints and reporting from within and outside each League, and their own internal systemic investigations. Such complaints, reporting or investigations were actively suppressed through threats, professional ramifications or additional physical, emotional or sexual Abuse.

73. The encouragement and tolerance of the Abuse and the toxic environment that permeates the Leagues and Teams constitutes a culture of silence. This culture of silence was adopted by the Leagues and Teams in a misguided attempt to produce winning teams, and to produce prospects who play in the NHL, through a toxic culture of belonging characterized by power imbalances and the Abuse.

74. In continuing this culture of silence, the Leagues and Teams valued their own interests over those of the players. Had any of the Leagues or Teams ceased to tolerate or condone the Abuse, the toxic culture embedded throughout the Leagues would have been eradicated and the Abuse would have ceased.

75. Only after significant public pressure and media attention did the Leagues ostensibly address the Abuse through the Abuse Policies.

CLASS MEMBERS FACE NEGATIVE REPERCUSSIONS FROM REPORTING ABUSE

76. In addition to League and Team 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"; and,
- (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.

77. 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 Leagues or Teams, which could result in becoming socially ostracized or not drafted to the NHL or other professional hockey leagues.

78. 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.

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

POLICIES ARE INADEQUATE, INFREQUENTLY ENFORCED AND INEFFECTIVE

80. For decades, the Leagues had no Abuse Policies at all. The Abuse was tolerated, condoned and even perpetrated by the agents and employees of the Leagues and Teams.

81. Slowly, starting in the 2000s, in response to public reporting about the widespread and systemic nature of the Abuse, the Leagues began to draft Abuse Policies.

82. Such Abuse Policies were developed after decades of Abuse had already taken place. Effective Abuse Policies should have been in place throughout the history of the Leagues.

83. The Member Leagues each have Abuse Policies that purport to protect Class Members from Abuse. The Member Leagues' Abuse Policies are inadequate and, in any event, are not followed. The Member Leagues' Abuse Policies are woefully deficient and as a result, cause, contribute to and perpetuate the culture of Abuse in the Leagues.

84. The Member Leagues' Abuse Policies are almost never followed. Reports of Abuse are ignored, covered up or denied at the League and Team levels. Any enforcement mechanisms in the Member Leagues' Abuse Policies are inadequate and are almost never employed. The system-wide culture of silence interferes with the operation of the Member Leagues' Abuse Policies. The Member Leagues' Abuse Policies do not and cannot protect the Class Members, as underlying systemic causes are ignored, denied or not addressed.

85. In particular, the Member Leagues' reporting and investigation processes are 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 of League and Team staff and officials with respect to identifying, reporting and responding to incidents of Abuse: and,
- (j) failure to follow up with key witnesses;

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

87. 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" and provide no deterrent.

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

89. The CHL League, the OHL League, the QMJHL League and the WHL League each owed a non-delegable duty to create and enforce effective Abuse Policies. For the majority of the proposed Class Period, none of the Leagues had any such policies whatsoever. This constitutes a system-wide failure.

90. The CHL League continues to have no Abuse Policy.

91. While the Member Leagues now have Abuse Policies, the Member Leagues rarely oversee the implementation of their Abuse Policies and almost never enforce their Abuse Policies through fines, suspensions or bans of players, Teams or Team staff. Enforcement of the Member Leagues' Abuse Policies only takes place when the Abuse is made public and the Member Leagues have no choice but to respond.

92. The Member Leagues' Abuse Policies are essentially ignored by agents of the Leagues, including the Teams, and do not provide any type of adequate protection for Class Members.

93. Drafting, implantation and enforcement of policies are non-delegable from the League level. Failures at the Team level to adhere to the Member Leagues' Abuse Policies result from the inappropriateness of the Member Leagues' Abuse Policies and the Member Leagues' failure to enforce, oversee or review the application or implementation of their Abuse policies at the Team Level.

TRAINING IS INADEQUATE

94. The training in place for agents and employees of the Leagues and Teams with respect to sexual assault, hazing, physical assault, and the Abuse is inadequate. Such

training fails to inform agents and employees of the Leagues and Teams about appropriate conduct, lacks credibility, and further demonstrates that the Leagues and the Teams do not take the Abuse seriously.

EACH LEAGUE IS JOINTLY, COMMONLY, OR COLLECTIVELY LIABLE

95. Each League is an unincorporated association, a partnership, a joint venture, a common enterprise, or otherwise operates as a collective. The duties owed by each League to that League's players are owed collectively by the Teams and League Corporations that constitute that League. The Teams and League Corporations that constitute each League are jointly and severally liable for the failures, alleged herein, of the Leagues of which they are part.

The CHL League Operates as a Collective

96. The CHL League is made up of the three Member Leagues. Each of the Member Leagues, their Teams and the League Corporations are inextricably intertwined in carrying out the business of the CHL League including the following:

- (a) The CHL League negotiates with the National Hockey League for funding which revenues are then distributed to the Member Leagues;
- (b) The CHL League negotiates television rights and distribute revenues throughout the Member Leagues;
- (c) The CHL League organizes and operates the Memorial Cup Tournament in which the winners of each of the Member Leagues' playoffs play;
- (d) The CHL League organizes and operates a "prospects" or "all-star" game, in which players from each of the Member Leagues compete.

97. The CHL League was created by the Member Leagues in 1975, as a means of having a single system governing Canadian major junior hockey. Throughout much of the CHL League's history, a Commissioner or other official from a Member League has operated as the Commissioner of the CHL League.

98. The CHL League is an unincorporated association, a partnership, a joint venture, a common enterprise, or otherwise operates as a collective. The duties owed by the CHL

League to the Class Members are owed collectively by the Member Leagues, which includes the Teams and the League Corporations. The Member Leagues, which includes the Teams and the League Corporations, are jointly and severally liable for the failures, alleged herein, of the CHL League.

The OHL League Operates as a Collective

99. The OHL League is an unincorporated association, a partnership, a joint venture, a common enterprise, or otherwise operates as a collective. The duties owed by the OHL League to the OHL Players are owed jointly or collectively by the OHL Teams, and the corporations, the OHL and the CHL. The OHL Teams and the corporations, the OHL and the CHL, are jointly and severally liable for the failures, alleged herein, of the OHL League.

100. In particular, the OHL League had a duty to create, implement, and enforce effective Abuse Policies. That duty was owed jointly or collectively by the OHL Teams, and the corporations, the OHL and the CHL. The OHL Teams and the corporations, the OHL and the CHL, are jointly and severally liable for the OHL Leagues' failures, alleged herein, to create, implement, and enforce effective Abuse Policies.

101. The OHL League is governed by a Board of Governors. The Board of Governors is made up of a representative from each team. Each Governor is required to hold an ownership interest in the team they represent. The Governors are not independent, but represent their Team and are agents of their Team in their conduct in governing the OHL League through the Board of Governors.

102. The OHL League Bylaws and Constitution refer to "Governors" and "Members" interchangeably. There is no difference at law or in practice between OHL League Governors and OHL Teams. Representation of each Member by its Governor at each meeting of the OHL League is compulsory. Each OHL Team must vote on OHL League policies, including the OHL League's Abuse Policies, which are approved by a majority vote of the OHL Teams, as represented by their Governors.

103. Under the OHL League Bylaws, each Member agrees to be bound by the collective obligations of the OHL League, the rulings and actions of the Board of Governors, and the bylaws, and to accept sanctions including expulsion suspension or monetary fines. The OHL League Bylaws grant the Board of Governors the authority to establish OHL League policies. This collective authority of the OHL Teams was employed in drafting and enforcing the OHL League's Abuse Policies.

The WHL League Operates as a Collective

104. The WHL League is an unincorporated association, a partnership, a joint venture, a common enterprise, or otherwise operates as a collective. The duties owed by the WHL League to the WHL Players are owed jointly or collectively by the WHL Teams, and the corporations, the WHL and the CHL. The WHL Teams and the corporations, the WHL and the CHL, are jointly and severally liable for the failures, alleged herein, of the WHL League.

105. In particular, the WHL League had a duty to create, implement, and enforce effective Abuse Policies. That duty was owed jointly or collectively by the WHL Teams, and the corporations, the WHL and the CHL. The WHL Teams and the corporations, the WHL and the CHL, are jointly and severally liable for the WHL Leagues' failures, alleged herein, to create, implement, and enforce effective Abuse Policies.

106. The WHL League is governed by a Board of Governors. The Board of Governors is made up of a representative from each team. Each Governor is required to hold an ownership interest in the team they represent. The Governors are not independent, but represent their Team and are agents of their Team in their conduct on the Board of Governors. Each WHL Team must vote on WHL League policies, including the WHL League's Abuse Policies, which are approved by a majority vote of the WHL Teams, as represented by their Governors. This collective authority of the WHL Teams was employed in drafting and enforcing the WHL League's Abuse Policies.

The QMJHL League Operates as a Collective

107. The QMJHL League is an unincorporated association, a partnership, a joint venture, a common enterprise, or otherwise operates as a collective. The duties owed by the QMJHL League to the QMJHL Players are owed jointly or collectively by the QMJHL Teams, and the corporations, the QMJHL and the CHL. The QMJHL Teams and the corporations, the QMJHL and the CHL, are jointly and severally liable for the failures, alleged herein, of the QMJHL League.

108. In particular, the QMJHL League had a duty to create, implement, and enforce effective Abuse Policies. That duty was owed jointly or collectively by the QMJHL Teams, and the corporations, the QMJHL and the CHL. The QMJHL Teams and the corporations, the QMJHL and the CHL, are jointly and severally liable for the QMJHL Leagues' failures, alleged herein, to create, implement, and enforce effective Abuse Policies.

109. The QMJHL League was governed by a Board of Governors, however, in 2019, the decision-making body was re-constituted as the "assembly of members". In both circumstances, each Member controls and administers the QMJHL League, in a similar manner to the OHL League and the WHL League. The Governors or Members are not independent, but represent their Team and are agents of their Team in their conduct on the Board of Governors. This collective authority of the QMJHL Teams was employed in drafting and enforcing the QMJHL League's Abuse Policies.

The Member Leagues are Responsible for Abuse Policies and Player Safety

110. Each Member League is made up of its member Teams, the corporation the CHL, and the League Corporation responsible for administering it. Within each Member League, that Leagues' Teams, that Leagues' corporation, and the CHL are inextricably intertwined in carrying out the business of operating that Member League:

- (a) Team staff, coaches and General Managers often move between Teams;
- (b) Each Team plays the other Teams in its Member League in the regular season within each Member League;

- (c) Each Team visits the other Teams' arenas in the regular season within each Member League;
- (d) Each Team hosts the other Teams in their home arena in the regular season within each Member League;
- (e) The Teams visit and play one another during the playoffs in each Member League;
- (f) The playing schedule is set by the Member League and its Governors; and,
- (g) Each of the Member Leagues has sole responsibility for and a non-delegable duty to draft and enforce Abuse Policies.

111. In particular, within each Member League, that Member Leagues' Teams, that Member Leagues' corporation, and the CHL are inextricably intertwined in carrying out the business of operating that Member League as a development hockey league, and are therefore inextricably intertwined in recruiting, drafting, training, developing, supporting and protecting players in that Member League:

- (a) Players are drafted into a Member League based on geography. For example, a Player who resides in Ontario can only be drafted into the OHL League and cannot be drafted or play in the WHL League or the QMJHL League;
- (b) Each Member League drafts the standard form SPA which is executed by each player in that Member League, the Team for which they play, and the player's parents;
- (c) Each Member League approves and registers all agreements entered into between a player in that Member League, and one of the Teams in that Member League;
- (d) Players are regularly and often traded between Teams within each Member League;
- (e) Trades of players within each Member League must be approved by that Member League;
- (f) Players have no choice in which Team they will play for, or on whether or when they will be traded between Teams within their Member League;
- (g) Team staff, coaches and General Managers, who are in close and constant contact with players, often move between Teams; and,

- (h) Each of the Member Leagues has sole responsibility for and a non-delegable duty to draft and enforce effective Abuse Policies.

112. Within each Member League, that Member Leagues' Teams, that Member Leagues' corporation, and the CHL are inextricably intertwined in governing that Member League through that Member Leagues' Board of Governors or Assembly of Members and its policies, constitutions and bylaws. The structure of each of the Member Leagues, and each Member League's policies, constitution and bylaws are substantially similar and create the same obligations for each Member League, and each of the Teams and League Corporations that constitute each Member League.

113. Each of the Member Leagues' policies, constitutions and bylaws set standard obligations, oversight and operating principles. Those standard obligations, oversight and operating principles contained in the Constitutions and bylaws include, but are not limited to:

- (a) each Member League, as the collective of its Teams, drafts, creates and implements that Member League's policies, procedures and standard form contracts. The Governors represent their respective Teams in such conduct;
- (b) each Member League, as the collective of its Teams, disciplines that Member League's Teams, staff, coaches and players for breaches of that Member League's Abuse Policies;
- (c) each Team is required to follow the Constitutions, By-Laws, Regulations and Agreements of its Member League;
- (d) each Member League, as the collective of its Teams, creates the SPAs which set the employment relationship between that Member League's Teams and its players;
- (e) each of Member League, as the collective of its Teams, has the authority to terminate or suspend ones of its Teams, or one of its players or members of staff or to implement monetary fines for failing to adhere to that Member League's rules;
- (f) each Member League, as the collective of its Teams, sets sanctions for violation of that Member League's Constitution, By-Laws, Regulations and policies including fines, player, staff, coach and General Manager suspensions or bans;

- (g) when a Team is sold or transferred to new ownership, such transfer is required to be approved by the Team's Member League, as the collective of the Teams in that Member League;
- (h) when Teams are sold or transferred to new ownership, such transfers are required to also transfer any historical liability, whether known or unknown, to the new owner;
- (i) Teams indemnify their Member League for League-level liability;
- (j) Teams are required to obtain insurance to indemnify their Member League for liability, which insurance is required to be approved by their Member League; and,
- (k) Member Leagues are required to treat Class Members to the highest standards of honesty, integrity, fair dealing and ethical conduct.

114. Each of the above obligations and ordinary business conduct is common to the Member Leagues. The culture, practices, traditions and rituals alleged herein exist within each of, and are common to, the Member Leagues. Each Member League has common goals and common legal, contractual and equitable obligations to the Class Members.

115. Each Member League's Constitutions and By-Laws required that Member League's Teams to adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct in their treatment of Class Members. This obligation is owed by every Team, both as part of its Member League and individually. Each Member League, and each Team as part of its Member League, has an obligation to ensure that all of the other Teams in the Leagues adhere to this standard.

116. Each of the bylaws and constitutions of the Member Leagues, all of which bind the Teams and the Member Leagues, require each Member League's Teams, collectively, as constituting that Member League, to ensure strict compliance, by all Teams in that Member League, with the Bylaws, Policies or Regulations of that Member Leagues in circumstances where non-compliance results in a serious denigration of that Member League. The Abuse constitutes a collective failure of to fulfil such obligations for which all of the Defendants are jointly liable.

117. The responsibility for player safety and Abuse Policies lies with the Member Leagues. Given the collective roles and responsibilities of the Teams, as constituting the

Member Leagues, described above, in so far as the Teams act or owe obligations in relation to player safety and the Abuse Policies, they do so either collectively, as the Member Leagues, or as agents of their Member Leagues.

SYSTEMIC NEGLIGENCE

118. The Defendants, and their employees, agents and servants, collectively owed duties of care to the Plaintiffs and Class to create and maintain an environment throughout the Leagues that was free from sexual and physical assault, harassment, toxicity and the Abuse. Duties of care were owed at the CHL League-level and the Member League-level, with respect to league-wide duties owed jointly, and at the Team-level, with respect to Team-specific duties. In most or all circumstances, the Teams are agents of the Leagues when carrying out duties related to protecting Class Members from the Abuse.

Duty of Care of the CHL League

119. The Defendants, and their employees, agents and servants, collectively owed duties of care to the Plaintiffs and Class as the Member Leagues, and in turn as the Teams and League Corporations, that constitute the CHL League.

120. A duty of care was owed at the CHL League-level to the entire Class. The CHL League is the highest level of Canada's major junior hockey development system. It functioned as the face of, and the highest authority within, that system. The CHL was responsible for the oversight of the Leagues.

121. The CHL League's main goal is player development and the CHL League purports to prioritize the experience, interests and needs of players. The CHL League runs programs and implements policies that purport to safeguard the health and welfare of players.

122. The CHL League was created, at least in part, for the purpose of creating a common system among the Member Leagues from which players could be drafted into professional hockey, in particular, the NHL. The CHL League continues to possess and utilize the necessary relationships with other organizations, including the NHL, for the Leagues to

function as a gateway to professional hockey careers. The risk of the Abuse occurring in the Leagues is created, in large part, by the power imbalance created by the ubiquitous goal of young players to gain entrance to professional hockey.

123. The CHL League, from its formation, was aware of the risk of the Abuse occurring, and was aware that the Abuse was occurring. The CHL League commissioned independent reports in 1997 and 2020, and at other times, on the subject of the Abuse. Those reports identify actions that the CHL League should have taken to prevent, respond to, and eradicate the Abuse. The CHL League, as constituted of and created by the Member Leagues, had the authority and the capacity to prevent, respond to, and eradicate the Abuse. The CHL League did not act to prevent, respond to, or eradicate the Abuse either in response to independent reports, or in response to internal reporting.

124. It was within the CHL League's power to create Abuse Policies applicable throughout the Leagues. It was within the CHL League's power, as constituted of the Member Leagues, to direct the Member Leagues to create and implement effective Abuse Policies. It was within the CHL League's power to discipline Member Leagues and Teams for their failure to create and implement effective Abuse Policies or for their failure to fulfil their duties, described below, to prevent the Abuse by, *inter alia*, limiting the participation of those Member Leagues or Teams in CHL League events, including the Memorial Cup, refusing to distribute funds to those Member Leagues or Teams, or refusing participation in the NHL draft to those Member Leagues or Teams.

125. The CHL League owed the following collective, system-wide duties to the entire class:

- (a) to act on the information and recommendations contained in independent reports on the subject of the Abuse commissioned by the CHL League;
- (b) to draft, implement and enforce effective CHL League-wide Abuse Policies;
- (c) to have adequate training, programs and oversight of the Member League-level to enforce CHL League-wide Abuse Policies;

- (d) to have in place adequate reporting measures for Abuse to be reported by Class Members or Team or League agents and to have such measure available on a consistent basis;
- (e) to have adequate measures to respond to reports of Abuse;
- (f) to use reasonable care to ensure the safety, well-being, and protection of Class members;
- (g) to have in place adequate policies condemning the Abuse;
- (h) to appropriately supervise each Member League to ensure that effective Abuse Policies were created, implemented, disseminated and followed by each Member League;
- (i) to respond adequately, or at all, to complaints about the Abuse in the Leagues;
- (j) to report knowledge of or complaints about the Abuse to authorities, including both the police and Hockey Canada;
- (k) to address the toxic environment permeating the Leagues and Teams;
- (l) to have in place adequate repercussion mechanisms to address complaints about the Abuse;
- (m) to not take part in a continued culture of silence and fear;
- (n) to properly exercise discretion in determining when the Abuse occurred; and,
- (o) to have reasonable mechanisms in place for prevention of Abuse and to eradicate the toxic culture.

126. The CHL League had a duty to not operate a system of teams that caused harms to their players. Upon learning of the Abuse, or of the risk of the Abuse, the CHL League had a duty to intervene and to put in place adequate measures to respond to the Abuse.

127. By continuing to operate the Leagues without adequate measures to respond to the abuse, the CHL League breached its common law duties to the Plaintiffs and the Class. The CHL League breached its common law duties to the Plaintiffs and the Class through its negligent failure to properly supervise, oversee and control the operations of its servants, employees and agents as well as the Member Leagues, to adequately respond to complaints of Abuse, and to create Abuse Policies.

128. In particular, the CHL League including its staff, employees and agents, breached the standard of care at the CHL League-level by:

- (a) not adequately supervising, educating, training and mentoring the Class;
- (b) creating and perpetuating an environment where the Class members were subjected to the Abuse by others playing in the Leagues;
- (c) knowingly turning a blind eye to the Abuse;
- (d) creating, perpetuating or failing to address a system-wide culture where reporting of Abuse was known to be useless and met with retribution, retaliation and negative impacts on Class Members' future prospects in hockey;
- (e) failing to use reasonable care to ensure the safety, well-being, and protection of Class Members;
- (f) failing to draft, implement or enforce effective CHL League-wide Abuse Policies;
- (g) failing to put in place adequate training, programs and oversight at the Member League-level to enforce CHL League-wide Abuse Policies;
- (h) failing to put in place adequate reporting measures for Abuse to be reported by Class Members or Team or League agents and to have such measure available on a consistent basis;
- (i) failing to appropriately supervise each Member League to ensure that effective Abuse Policies were created, implemented, disseminated and followed by each Member League;
- (j) failing to respond adequately, or at all, to complaints about the Abuse in the Leagues;
- (k) failing to report knowledge of or complaints about the Abuse to authorities, including both the police and Hockey Canada;
- (l) failing to address the toxic environment permeating the Leagues;
- (m) failing to put in place adequate repercussion mechanisms to address complaints about the Abuse;
- (n) failing to have reasonable mechanisms in place for prevention of Abuse and to eradicate the toxic culture;

- (o) failing to properly exercise discretion in determining when the Abuse occurred;
- (p) failing to have reasonable mechanisms in place for prevention of Abuse;
- (q) maintaining a culture of silence and fear of repercussion with respect to reporting of Abuse; and
- (r) failing to act on the information and recommendations contained in independent reports on the subject of the Abuse commissioned by the CHL League.

129. The CHL League's negligence caused damages to the Class and Family Class, as further particularized below.

130. The harm suffered by the Plaintiffs and the Class was a reasonably foreseeable consequence of the acts and omissions of the CHL League's employees, agents and servants particularized above. In particular, the CHL League failed to create, implement, and enforce adequate policies and procedures, or to cause the creation, implementation and enforcement of adequate policies by the Member Leagues, that would have prevented the Abuse. The CHL League and its agents, employees and servants failed to oversee the Teams, players and Class Members to ensure the Abuse did not take place notwithstanding the fact that it was aware of the fact of, or in the alternative was aware of the omnipresent risk of, the Abuse.

131. The CHL League was in a position to stop the systemic Abuse by, *inter alia*, taking steps to make the Abuse publicly known. Each Defendant is complicit in the culture of silence fostered by all Defendants at the CHL League-level. The harm suffered by the Plaintiffs and the Class was a reasonably foreseeable consequence of the CHL League's inaction.

132. There was a direct and proximate relationship and specific interaction between the Plaintiffs and the Class and the CHL League and its employees, agents and servants, including but not limited to the CHL Leagues' responsibility for administering the Leagues' common drafting programs, management and oversight of the playoff system, and its close and direct supervisory relationship between the Plaintiffs and the Class and the CHL Leagues' agents, servants and employees in the course of CHL League-level

events and games. By creating and implementing independent or internal reviews of the Leagues on the subject of the Abuse, the CHL League purported to attempt to identify and effectively respond to the Abuse, further creating a direct and proximate relationship and specific interaction between the Plaintiffs and the Class and the CHL League.

133. The agents, servants and employees of the CHL League represented to the Plaintiffs and the Class (and their guardians) that they were taking appropriate steps to prevent hazing, sexual assault, assaults and the Abuse on the CHL league-level, including by commissioning independent reports. 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.

134. These duties were undertaken by the CHL League. As a result of the undertaking of these duties and responsibilities at the CHL League level, such duties were not delegable to the Member League or Team Level. Any such delegation, if it took place, is further indicia of systemic negligence as it interferes with the clarity of roles, enforcement, and what is acceptable conduct within the Leagues.

Duty of Care of the Member Leagues

135. In addition to the duties they owed as part of the CHL League, the Member Leagues each owed a separate, common Member League-level duty of care to their players. For each Member League, the duty of care owed by the Member League to that Member League's players is collectively owed by the Teams and League Corporations that constitute that Member League.

136. In particular, the following Member League-level duties were owed:

- (a) The OHL League owed the Member League-level duty of care to all OHL Players. That duty of care was collectively owed by the OHL Teams, and the corporations, the OHL and the CHL, as constituting the OHL League.
- (b) The WHL League owed the Member League-level duty of care to all WHL Players. That duty of care was collectively owed by the WHL Teams, and the corporations, the WHL and the CHL, as constituting the WHL League.

- (c) The QMJHL League owed the Member League-level duty of care to all QMJHL Players. That duty of care was collectively owed by the QMJHL Teams, and the corporations, the QMJHL and the CHL, as constituting the QMJHL League.

137. Each Member League owed a duty to not operate a system of teams that caused harms to its players. In particular, each Member League owed the following collective, system-wide duties:

- (a) to draft and enforce effective Abuse Policies;
- (b) to have adequate training, programs and oversight of the Team-level to enforce Abuse Policies;
- (c) to have in place adequate reporting measures for Abuse to be reported by Class Members or Team or League agents and to have such measures available on a consistent basis;
- (d) to have adequate measures to respond to reports of Abuse;
- (e) to use reasonable care to ensure the safety, well-being, and protection of Class Members;
- (f) to have in place adequate policies condemning the Abuse;
- (g) to enforce the Abuse Policies when they were breached by the Teams, their staff/agents and players by distributing fines, suspensions or lifetime bans;
- (h) to respond adequately, or at all, to complaints about the Abuse;
- (i) to address the toxic environment permeating the Leagues and Teams;
- (j) to have in place adequate repercussion mechanisms to address complaints about the Abuse;
- (k) to not take part in a continued culture of silence and fear;
- (l) to properly exercise discretion in determining when the Abuse occurred; and,
- (m) to have reasonable mechanisms in place for prevention of Abuse and to eradicate the toxic culture; and
- (n) to appropriately supervise and monitor the Team to ensure that:
 - (i) the standardized Abuse Policies were being implemented, disseminated and followed;

- (ii) the Teams used reasonable care to ensure the safety, well-being, and protection of Class members;
- (iii) the Teams supervised, educated, trained and mentored the Class, including to teach them that Abuse is always wrong and can never be acceptable;
- (iv) the Teams did not subject Class members to the Abuse from their servants, employees, or agents including teammates;
- (v) the Teams did not create an environment where the Class members were subjected to the Abuse by others playing on the Team or in the Leagues;
- (vi) the Teams reported Abuse taking place on the Team, or on other Teams in the League, and were not complicit in the creation and a continuation of a culture of silence; and
- (vii) the Teams did not encourage or take part in the Abuse.

138. Each of the Member Leagues 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, which includes the Teams. In many circumstances, the Member Leagues' policies did not denounce all forms of the Abuse, or did not denounce any Abuse at all. For a significant portion of the Class Period, there were no Abuse Policies, and Abuse was openly accepted throughout the systems.

139. In particular, each of the Member Leagues including their staff, employees and agents, breached the standard of care at the Member League-level by:

- (a) not adequately supervising, educating, training and mentoring the Class;
- (b) creating and perpetuating an environment where Class Members were subjected to the Abuse by others playing in the Member Leagues;
- (c) knowingly turning a blind eye to the Abuse;

- (d) creating a system-wide culture where reporting of Abuse was known to be useless and met with retribution, retaliation and negative impacts on Class Members' future prospects in hockey;
- (e) failing to use reasonable care to ensure the safety, well-being, and protection of Class Members;
- (f) failing to adequately enforce Member League policies condemning the Abuse;
- (g) failing to have or follow adequate training and programs to enforce Abuse 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;
- (l) failing to properly exercise discretion in determining when the Abuse occurred;
- (m) failing to have reasonable mechanisms in place for prevention of Abuse;
- (n) failing to have in place adequate policies condemning the Abuse;
- (o) failing to adequately supervise and monitor the Teams; and
- (p) maintaining a culture of silence and fear of repercussion with respect to reporting of Abuse.

140. The Member Leagues' negligence caused damages to the Class and Family Class, as further particularized below.

141. The harm suffered by the Plaintiffs and the Class was a reasonably foreseeable consequence of the acts and omissions of the Member Leagues' employees, agents and servants particularized above. In particular, the Member Leagues failed to create, implement, and enforce adequate policies and procedures that would have prevented the Abuse. The Member Leagues and their agents, employees and servants failed to oversee the Teams, players and Class Members to ensure the Abuse did not take place,

notwithstanding the fact that they were aware of the fact of, or in the alternative were aware of the omnipresent risk of, the Abuse.

142. Each Team and League Corporation, as part of a Member League, was in a position to stop the systemic Abuse by, *inter alia*, taking steps to make the Abuse publicly known. Each Defendant is complicit in the culture of silence fostered by all Defendants at the Member League-level. The harm suffered by the Plaintiffs and the Class was a reasonably foreseeable consequence of every Defendant's inaction.

143. The Member Leagues were in a position of authority and power and stood *in loco parentis* with Class Members. At all material times, the actions of the Member Leagues 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 the harm contemplated in this action was reasonably foreseeable.

144. There was a direct and proximate relationship and specific interaction between the Plaintiffs and the Class and the Member Leagues and their employees, agents and servants, including but not limited to the close and direct supervisory relationship between the Plaintiffs and the Class and the Teams and Leagues' agents, servants and employees, operating at the Member League-level.

145. The agents, servants and employees of each of the Member Leagues repeatedly made representations to the Plaintiffs and the Class (and their guardians) that they were taking appropriate steps to prevent hazing, sexual assault, assaults and the Abuse on a collective, or league-level. 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 Member Leagues.

146. These duties were undertaken by each of the Member Leagues. As a result of the undertaking of these duties and responsibilities at the Member League level, such duties were not delegable to the Team Level. The Teams, in undertaking Team-level activities

with respect to player safety and the Abuse Policies, act as agents of the Member Leagues and the CHL League. Any delegation of duties with respect to Abuse Policies, if it took place, is further indicia of systemic negligence as it interferes with the clarity of roles, enforcement, and what is acceptable conduct within the Member Leagues. As a result, these responsibilities could not be delegated without undermining the proper function of the Abuse Policies.

147. Abuse prevention, oversight, and management is the collective responsibility of each Member League and the CHL League. The Abuse Policies were drafted by the Member Leagues and approved by votes of the Members Leagues' Teams. Abuse Policy enforcement was always a collective responsibility.

148. Player safety is a stated goal of each Member League and the CHL League. The responsibility for player safety, including protecting Class Members from Abuse, rests with each Member League and the CHL League. Abuse is and has always been omnipresent throughout the Canadian major junior hockey system. The CHL League responded to the existence of the Abuse by commissioning independent reports. Each Member League responded to the existence of the Abuse by drafting Abuse Policies and enforcing those Abuse Policies by punishing employees, players and Teams that breached the Abuse Policies.

149. Control over the Member Leagues and the CHL League was always retained by the Teams. The authority to create, implement and enforce Abuse Policies was always held and employed by each Member League and the CHL League. Each individual Team acts in furtherance of the Member Leagues' scope of authority in carrying out the Abuse Policies. When a Team breaches the Abuse Policies, that Team's Member League sanctions that Team through fines, suspensions or other punishments.

150. Insofar as the Teams, and the employees and agents of the Teams including coaches, staff and players, were responsible for aspects of Team-level oversight and management related to player safety and Abuse prevention, these responsibilities are delegated from the League-level. In fulfilling or failing to fulfil these responsibilities, the

Teams and their employees and agents were acting as agents of the Member Leagues and the CHL League.

151. The duty of care that the Member Leagues owed to the Plaintiffs and the Class was not delegable to the Team level. To the extent that the Member Leagues relied on the Teams to fulfil this duty, or failed to adequately supervise the Teams in fulfilling this duty, the Member Leagues are liable for the Teams' negligence in failing to do so.

Team-Level Duty of Care

152. In the alternative, in addition to the duties they owed as part of the CHL League, and as part of one of the Member Leagues, each Team owed a common Team-level duty of care to players on that team. This duty of care is the same across the Teams.

153. Each Team owed duties to the Class Members who played on their Team to:

- (a) to use reasonable care to ensure the safety, well-being, and protection of Class members;
- (b) to supervise, educate, train and mentor the Class, including to teach them that Abuse is always wrong and can never be acceptable;
- (c) to not subject Class members to the Abuse from their servants, employees, or agents including teammates;
- (d) to not create an environment where the Class members were subjected to the Abuse by others playing on the Team or in the Leagues;
- (e) to report Abuse taking place on the Team, or on other Teams in the League, and to not be complicit in the creation and a continuation of a culture of silence; and
- (f) to not encourage and not take part in the Abuse.

154. The harm suffered by the Plaintiffs and the Class was a reasonably foreseeable consequence of the acts and omissions of the Teams, their employees, agents and servants. In particular, the Teams failed to appropriately implement their Member Leagues' meagre policies that were meant to prevent the Abuse. The Teams did not oversee their agents, including their players, notwithstanding their awareness of the existence of, and the

omnipresent risk of, the Abuse. In many cases, the Teams' coaches and staff actively participated in the Abuse or purposely turned a blind eye to or ignored it.

155. In particular, the Teams, and/or their staff, employees and agents, breached the standard of care by:

- (a) not adequately supervising, educating, training and mentoring the Class;
- (b) creating and perpetuating an environment where the Class Members were subjected to the Abuse by others playing on the Team;
- (c) knowingly turning a blind eye to the Abuse;
- (d) encouraging or taking part in the Abuse;
- (e) failing to use reasonable care to ensure the safety, well-being, and protection of Class Members;
- (f) subjecting Class Members to the Abuse from their servants, employees, or agents; and,
- (g) failing to report Abuse taking place on other Teams in their League, and being complicit in the creation and a continuation of a culture of silence in their League.

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

157. Each Team was in a position to stop the systemic Abuse by, *inter alia*, taking steps to make the Abuse publicly known. Each Team is complicit in the culture of silence fostered by all Defendants. The harm suffered by the Plaintiffs and the Class was a reasonably foreseeable consequence of every Team's inaction.

158. The Teams were in a position of authority and power and stood *in loco parentis* with Class Members. At all material times, the actions of the Teams 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, 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.

159. There was a direct and proximate relationship and specific interaction between the Plaintiffs and the Class and the Teams' employees, agents and servants, including but not limited to the daily interaction between Class Members and the Teams' agents, servants and employees.

160. The agents, servants and employees of each of the Teams repeatedly made representations to the Plaintiffs and the Class (and their guardians) that they were taking appropriate steps to prevent hazing, sexual assault, assaults and the Abuse by following the League-Level policies. 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 on the Teams.

BREACH OF FIDUCIARY DUTY

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

162. In addition, or in the alternative, the Leagues held 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 Member Leagues, their agents, including the Teams, and their servants and employees held discretionary power over the vulnerable Class's interests, which power could be wielded unilaterally.

163. By virtue of the relationship between the Class members and the Member Leagues, the Member Leagues and 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. This fiduciary duty was non-delegable.

164. In particular, each Member League had a duty to not operate a system of teams that caused harms to their players. In particular, the fiduciary duties included the duty to:

- (a) supervise, educate, train and mentor the Class;
- (b) stand *in loco parentis* for Class Members who are under the age of 18;
- (c) not subject Class members to the Abuse from their servants, employees, or agents;
- (d) not create an environment where the Class members were subjected to the Abuse by others playing in the Leagues;
- (e) use reasonable care to ensure the safety, well-being, and protection of Class members;
- (f) have in place adequate policies condemning the Abuse;
- (g) adequately enforce its policies condemning the Abuse;
- (h) have adequate training and programs to carry out and enforce policies;
- (i) have in place adequate reporting measures to address complaints about the Abuse;
- (j) enforce its reporting measures addressing the Abuse consistently;
- (k) respond adequately, or at all, to complaints about the Abuse;
- (l) have in place adequate repercussion mechanisms to address complaints about the Abuse;
- (m) adequately supervise and monitor the Teams; and,
- (n) properly exercise discretion in determining when the Abuse occurred.

165. Each of the Member Leagues breached their fiduciary duties to the Plaintiffs and the Class through their failure to properly supervise and control the operations of their servants, employees and agents, including the Teams. In many circumstances, the Member Leagues' policies did not denounce any forms of the Abuse.

166. In particular, the Member Leagues and/or their staff, employees and agents, including the Teams, 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 Leagues;
- (d) failing to use reasonable care to ensure the safety, well-being, and protection of Class members;
- (e) turning a blind eye to the Abuse;
- (f) encouraging or taking part in the Abuse;
- (g) creating a culture where reporting of abuse was known to be useless and met with retribution, retaliation and negatively impacting Class Members' future prospects in hockey;
- (h) failing to have reasonable mechanisms in place for prevention of Abuse;
- (i) failing to have in place adequate policies condemning the Abuse;
- (j) failing to adequately enforce policies condemning the Abuse;
- (k) failing to have adequate training and programs to enforce policies;
- (l) failing to have in place adequate reporting measures to address complaints about the Abuse;
- (m) failing to enforce its reporting measures addressing the Abuse consistently;
- (n) failing to respond adequately, or at all, to complaints about the Abuse;
- (o) failing to have in place adequate repercussion mechanisms to address complaints about the Abuse;
- (p) failing to adequately supervise and monitor the Teams; and,
- (q) failing to properly exercise discretion in determining when the Abuse occurred.

167. The Class Members had a reasonable expectation that the Member Leagues and their servants, employees and agents, including the Teams, 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 Member Leagues;
- (b) the terms of the contracts entered into between the Class Members, the Member Leagues, and the Teams;

- (c) the hierarchical and authoritarian coaching and playing systems and the requirements for obedience;
- (d) the tremendous power and authority of the Member Leagues and their employees, servants and agents, including the Teams, over the Class;
- (e) the unilateral assumption of responsibilities for the care of the Class by the Member Leagues and the Teams as agents of the Member Leagues;
- (f) the dependence of the Class Members on the Member Leagues, their agents, including the teams, and their employees and servants for their care, development, education and future career prospects, both in professional hockey and outside of hockey.

168. Given the circumstances of the relationship between each of the Member Leagues and their agents, including the Teams, 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, and their development, the Member Leagues undertook to act in the best interests of the Class Members and to act in accordance with the duty of loyalty imposed them.

169. Furthermore, the Member Leagues' repeated insistence throughout the Class Period that they adhered to 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 Leagues and Teams' interests, in ensuring that such conduct did not occur.

170. The Class was entitled to rely, and did rely on the Member Leagues 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, including the Teams, of the Member Leagues.

171. The unilateral exercise of power and discretion by the Member Leagues 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 Member Leagues and their agents, including the Teams, and their 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.

172. The Plaintiffs and the Class are particularly vulnerable and at the mercy of the Member Leagues. The Plaintiffs and the Class Members' vulnerability arises directly from their relationship with the Member Leagues. They relied on the Member Leagues for their protection in preventing the Abuse. All levels of Member League and Team 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 Member Leagues and their agents, including the Teams, and their servants and employees abused their power over the Class and failed to take steps to stop abuses of power from taking place throughout the Leagues.

173. The Member Leagues breached their fiduciary duties to the Plaintiffs and the Class. The particulars of the breach include the failures set out in paragraphs 165-166, and also include:

- (a) burying or minimizing reported incidents of Abuse to protect the reputation of the Leagues and Teams or their employees, agents or servants at the expense of Class Members;
- (b) putting the interests of the Leagues and Teams, including but not limited to financial, competitive and reputational interests, ahead of the interests of the Plaintiffs and the Class; and,
- (c) failing to safeguard the physical and psychological needs of the Class Members.

174. The Member Leagues and their agents, including the Teams, and their 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.

175. The Member Leagues' fiduciary duties to players were non-delegable. Insofar as the Member Leagues relied on their Teams to fulfil or contribute to fulfilling these duties, the Teams acted, or failed to act, either as constituent parts of the Member Leagues, or as

the agents of the Member Leagues, and the Member Leagues are liable for the resulting breaches of these non-delegable fiduciary duties.

176. In the alternative, the Member Leagues and the Teams, together, owed the fiduciary duties, described above, to the Plaintiffs and the Class. The fiduciary duties described above were owed to each Player by both the Member League and the Teams for which they played. The Member Leagues and Teams breached their fiduciary duties to the Plaintiffs and the Class, as described above.

177. In the further alternative, the fiduciary duties, described above, were owed by the Teams. The fiduciary duties, described above, were owed to each Player by the Teams for which they played. The Teams breached their fiduciary duties to the Plaintiffs and the Class, as described above.

VICARIOUS LIABILITY

178. In addition to the systemic failures alleged herein, the Member Leagues are vicariously liable for the non-systemic torts that constitute the Abuse. The Abuse consisted of common rituals, traditions, practices, and types of acts that constitute the non-systemic torts of assault, intentional infliction of emotional distress, false imprisonment, and battery. The failure of the League and Teams staff, coaches, employees and other agents to prevent or curtail the Abuse as it occurred constitutes negligence.

179. Much of the Abuse included direct physical contact without consent. Common acts repeated between the Leagues and Teams, including ritualistic sexual and physical assaults with and without weapons, constituted battery. In particular, the Abuse described above, at paras. 62(a)(v), (vi), (vii), (viii) and (x), and at para. 62(b), included direct physical contact with the Plaintiffs and the Class without consent and therefore constitutes battery. By subjecting the Plaintiffs and the Class to the Abuse, the staff, employees, and players responsible for perpetrating the Abuse committed battery.

180. The Abuse consisted of, or was accompanied by, threats and other conduct intended to create and sustain a fear of imminent physical harm in the Plaintiffs and the Class. The creation of such fear was a common feature of the Abuse. The staff, employees,

and players responsible for the Abuse committed assault by deliberately creating and sustaining a fear of imminent physical harm in the Plaintiffs and the Class in order to force or coerce the Plaintiffs and the Class to participate in various ritualistic and repeated acts, and to submit to the Abuse. In particular, the Abuse described above, at paras. 62(a)(i)-(iv), and (vi), and at paras. 62(d), and (e), constitutes assault.

181. Often, in perpetrating the Abuse, the staff, employees and players responsible for the Abuse committed false imprisonment by intentionally and totally restraining or confining the Plaintiffs and the Class through direct force, threats of force, or otherwise. In particular, the common acts repeated between the Leagues and Teams, including the Abuse described above at paras. 62 (a)(v), and the "hot box" described above at paras. 56(c), and 60(d), constitute false imprisonment.

182. The Abuse was intended to, and did, cause severe mental suffering and emotional distress to the Plaintiffs and the Class. The common actions of the staff, employees, and players in perpetrating the Abuse, described at para. 62, above, was extreme, outrageous, and inherently traumatizing. The Plaintiffs and the Class have suffered and continue to suffer recognizable mental illnesses as a result of the Abuse. By perpetrating the Abuse, the staff, employees and players committed intentional infliction of emotional distress.

183. Often, the Abuse was witnessed by, or occurred in close proximity to and with the awareness of, staff and employees who, by virtue of their direct responsibility for supervising and mentoring the Class, owed a duty to use reasonable care to ensure the safety, well-being, and protection of Class members. Staff and employees who witnessed or were otherwise aware of the Abuse and failed to prevent or report it failed to use reasonable care to ensure the safety, well-being, and protection of Class Members. As a result, the Abuse both occurred and continued, causing damages to the Plaintiffs and the Class, as described below. By failing to prevent or report Abuse that they witnessed or were aware of, the staff and employees were negligent.

184. The Member Leagues are vicariously liable for the non-systemic torts perpetrated by their staff, employees, and agents. The Teams, in undertaking Team-level activities related to player safety and the Abuse Policies, acted as constituent parts of the Member

Leagues, or as agents of the Member Leagues. The Member Leagues are vicariously liable for non-systemic torts that constitute the Abuse perpetrated by the Teams, as agents of the Member Leagues, and for non-systemic torts that constitute the Abuse perpetrated by the staff, employees, players, and agents of the Teams.

185. In the alternative, the Member Leagues and the Teams, or, in the further alternative, the Teams, are vicariously liable for the non-systemic torts that constitute the Abuse perpetrated by their staff, employees, players, and agents.

186. The relationship between the Member Leagues and the Teams and those perpetrating the Abuse was close and direct:

- (a) At all material times, those perpetrating the Abuse and toxic culture were employees or agents of the Member Leagues, either older players, coaches or other Member League or Team staff;
- (b) The Member Leagues and Teams exercised or ought to have exercised supervision and control over those perpetrating the Abuse including the power of assignment, fines, supervision, the power to remove them from the Team and the power to discipline them;
- (c) The Member Leagues took on responsibility for drafting, implementing and enforcing Member League-wide policies that were ostensibly designed to stop any Abuse, and which were ineffective and never enforced;
- (d) The Member Leagues drafted the standard form SPAs which are signed by that Member Leagues Teams and its players;
- (e) The Member Leagues approve and register all agreements entered into between their Teams and their players; and,
- (f) At all material times, those perpetrating the Abuse and toxic environment alleged herein were reasonably perceived as agents of the Member Leagues and the Teams.

187. Those agents perpetrating the Abuse were afforded the opportunity to abuse their power over Class Members by virtue of their positions of power and status within the Member Leagues and on the Teams:

- (a) Older players, staff and coaches were expected to interact with younger players, including children;

- (b) Older players, staff and coaches were placed in direct contact with younger less powerful players;
- (c) The players were allowed to fraternize together, naked and unsupervised, before and after games in the dressing room and in the showers;
- (d) The players would travel on buses where the Abuse took place in full view of Member League and Team personnel;
- (e) The players would stay in hotel rooms alone together, unsupervised, where the Abuse took place;
- (f) The Teams funded and condoned events such as "rookie parties", and provided alcohol and other drugs to players with knowledge that initiation events and rituals, drug abuse, sexual assaults on team members and community members, and other unacceptable conduct would take place by older players on younger players;
- (g) All of the older players, staff and coaches were given opportunities to engage in the Abuse by way of their positions of power within the Member League and the Teams;
- (h) The Abuse took place while Class Members were in attendance at activities associated with, sponsored by and under the banner of the Teams;
- (i) The Abuse took place on property controlled by the Team;
- (j) By virtue of their role in the Member League and on the Teams, older players, staff and coaches were conferred with power over less powerful players, including power to organize, discipline and train them; and,
- (k) By virtue of their power and authority, older players, staff and coaches were allowed to and encouraged to exercise a degree of control that was parental in nature.

188. The Abuse was directly related to the psychological intimacy and power imbalance inherent in their role as more powerful and older players, staff and agents:

- (a) The Member Leagues and the Teams encouraged physical and psychological intimacy or violence between older players, coaches and team officials and the younger players;
- (b) Older players, coaches and Member League and Team officials are in a parent-like and role-model relationship with younger players;

- (c) Older players, coaches and Member League and Team officials are authority figures for Class Members, by whom they are taught what is right and wrong, acceptable and unacceptable; and,
- (d) This psychological intimacy and power imbalance encouraged the Class Members' submission to the Abuse.

189. The Member Leagues and Teams conferred significant power on older players, staff and coaches relative to younger or less powerful players on the team:

- (a) The Member Leagues and Teams require the exercise of power and authority for their proper operation, and they encourage older players, staff and coaches to stand in a position of respect and authority;
- (b) The Member League culture suggested that Class Members should emulate and obey older Players, staff and coaches;
- (c) The Member Leagues and Teams were able to satisfy the Class Members' parents that their children were in appropriate hands while in their care by virtue of their status as Member Leagues and Teams;
- (d) The Member Leagues and Teams conferred an enormous degree of power on older players, coaches and staff relative to their victims;
- (e) The players, staff and coaches enjoy an enormous amount of respect by virtue of their status in the community as Team and Member League members.

190. Each Member League undertook to create, disseminate and enforce Abuse Policies within their Teams and throughout their Leagues. They had authority, including:

- (a) Retaining the authority to discipline Teams, Team Staff and players on each Team for the Abuse;
- (b) Retaining the authority to draft policies that were intended to stop the Abuse from happening;
- (c) Retaining the authority to inspect and investigate the Abuse at the Team level; and,
- (d) Retaining the authority to implement rules designed to eradicate a toxic culture.

191. The relationship between older players, staff and coaches and younger players was close and direct. The older players, staff and coaches were reasonably perceived as agents

of the Member Leagues and Teams. The connection between the Member Leagues, the Teams and the older players and staff created and enhanced the risk of the Abuse and toxic environment.

192. The circumstances in which the Abuse occurred were common as between the Member Leagues and Teams. The Abuse was most often perpetrated in circumstances under Member League and Team control. The Abuse was perpetrated in the Teams' locker rooms, at sanctioned Team parties, on Team buses, or in other common circumstances within the control of the Member Leagues and the Teams. The Abuse was perpetrated by, in front of, in close proximity to, or in circumstances that should have been supervised by adult agents of the Member Leagues and Teams.

193. The Class Members were enormously vulnerable given the hierarchical nature of the Member Leagues and the Teams and the degree of power that older players, staff and coaches enjoyed. The risks inherent in the Canadian Major Junior Hockey system, which is operated by all of the Defendants, collectively, are ubiquitous and were well known by the Defendants. The Defendants should bear the loss of the Class Members' harms.

DAMAGES SUFFERED BY CLASS MEMBERS

194. 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, including business opportunities and professional sports opportunities, 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.

195. 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 Leagues and Teams' conduct for which they claim complete indemnity, compensation and payment. But for the Leagues and Teams' conduct, such treatment would not be necessary.

196. 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 Leagues and Teams and their agents, employees and servants for whom they are in law responsible.

197. The Defendants constitute the Leagues and Teams. The Defendants are the League Corporations and the corporations that own and operate the Teams. Collectively, they constitute the CHL League, and in combinations, they also constitute the OHL League, the WHL League, and the QMJHL League.

198. But for the Defendants' conduct, acting as the Leagues and Teams, the above damages would not have been sustained. The Plaintiffs plead that the Defendants are strictly liable, jointly and severally, for the damages set out above.

PUNITIVE AND EXEMPLARY DAMAGES

199. 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 within the Leagues and Teams.

200. 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 the affairs of the Leagues and Teams with wanton disregard for Class Members' interests, safety and well-being.

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

202. The Plaintiffs plead, rely upon and make claims pursuant to the *Civil Code of Quebec*, SQ 1991, c. 64, and the *Quebec Charter of Human Rights and Freedoms* (the "*Quebec Charter*"), particularly the right to personal security and inviolability of Class Members resident in Quebec under section 1 of the *Quebec Charter*, the discriminatory nature of the Abuse pursuant to ss. 10 and 10.1 of the *Quebec Charter*, the Defendants' obligation to protect Quebec resident Class Members as minors under their care, pursuant to s. 39 of the *Quebec Charter*, and s. 49 of the *Quebec Charter*.

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

REAL AND SUBSTANTIAL CONNECTION TO ONTARIO

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

- (a) all of the Defendants conduct business in Ontario;
- (b) the Defendants have corporate headquarters in Ontario;
- (c) the CHL League, which has authority over the Leagues and Teams, and of which all Member Leagues and Teams are part, is headquartered in Ontario;
- (d) WHL players and QMJHL players take part in the CHL League all-star/prospects game, which is organized in Ontario and takes place in Ontario;
- (e) WHL players and QMJHL players take part in the Memorial Cup which is organized from Ontario and takes place in Ontario;
- (f) The CHL League collects money from the NHL in Ontario and distributes to all Teams;
- (g) The CHL League negotiates contracts with respect to television and internet broadcasts on behalf of WHL and QMJHL teams from Ontario and distributes associated revenues to all teams;
- (h) The CHL League organizes sponsorships and distributes associated revenues to all teams
- (i) contracts relating to the subject matter of this action were made in Ontario;
- (j) the causes of action arose in Ontario; and,
- (k) a significant number of the Class Members reside in Ontario.

June 18, 2020

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Lawyers for the Plaintiffs

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**
2500-10220 103 Ave. NW
Edmonton, AB

**AND TO: KAMLOOPS BLAZERS HOCKEY CLUB, INC. and KAMLOOPS
BLAZERS HOLDINGS LTD.**
310-1755 West Broadway
Vancouver, BC V6J 4S5

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
1600-1095 West Pender Street
Vancouver, BC V6E 2M6

AND TO: MEDICINE HAT TIGERS HOCKEY CLUB LTD.
2802 Box Springs Way NW,
Medicine Hat, AB T1C 0H3

AND TO: 1091956 ALTA LTD. o/a THE MEDICINE HAT TIGERS
3271 Dunmore Road SE, Suite 347
Medicine Hat, AB

AND TO: SWIFT CURRENT TIER 1 FRANCHISE INC. and SWIFT CURRENT BRNCOS HOCKEY CLUB INC. o/a THE SWIFT CURRENT
51 - 1st Ave NW
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
19 av. Marquette
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.

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
Montreal, QC H3C 4M8

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.
111 2e Rue O,
Rimouski, QC G5L 7C9

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.
Victoriaville, QC G6P 7W7

AND TO: SAINT JOHN MAJOR JUNIOR HOCKEY CLUB LIMITED
99 Station St.
Saint John, NB E2L 4X4

**AND TO: CLUB DE HOCKEY SHAWINIGAN INC. o/a CATARACTES
SHAWNIGAN**
1 rue Jacques-Plante,
Shawinigan, QC G9N 0B7.

**AND TO: CLUB DE HOCKEY JUNIOR MAJEUR VAL D'OR INC. o/a VAL
D'OR FOREURS**
810 6e Avenue,
Val-d'Or, QC J9P 1B4

AND TO: 7759983 CANADA INC. c.o.b. as CLUB DE HOCKEY LE PHOENIX
360, rue du Cegep
Sherbrooke, QC J1E 2J9

**AND TO: 9264-8849 QUÉBEC INC. c.o.b. as GROUPE SAGS 7-96 AND LES
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AND TO: JAW HOCKEY ENTERPRISES LP c.o.b. ERIE OTTERS
201 East 8th Street
Erie, PA 16503
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AND TO: IMS HOCKEY, CORP c.o.b. FLINT FIREBIRDS
3501 Lapeer Rd.
Flint, MI 48503 USA

AND TO: SAGINAW HOCKEY CLUB, L.L.C.
999 S Washington Ave. Suite
Saginaw, MI 48601
USA

AND TO: EHT, INC.
2000 Hewitt Ave, Suite 100
Everett, WA 98201

**AND TO: WINTERHAWKS JUNIOR HOCKEY LLC, and PORTLAND
WINTER HAWKS INC.**
300 N Winning Way,
Portland, OR 97227
USA

AND TO: THUNDERBIRDS HOCKEY ENTERPRISES, L.L.C.
625 W James St, Kent,
Seattle, WA 98032
USA

**AND TO: BRETT SPORTS & ENTERTAINMENT, INC., and HAT TRICK,
INC. 700 W Mallon Ave. Spokane,
WA 99201**

**AND TO: TRI-CITY AMERICANS HOCKEY LLC, TOP SHELF
ENTERTAINMENT, INC.
7000 W. Grandridge Blvd.
Kennewick, WA 99336**

Daniel Carcillo et al
Plaintiffs

and

Canadian Hockey League et. al.
Defendants

Court File No.: CV-20-642705-00CP

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto, Ontario

FRESH AS AMENDED
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