**C A N A D A**

**PROVINCE DE QUÉBEC**
DISTRICT DE QUÉBEC

N° (C.A.) :

N° (C.S.) : 200-06-000258-238

**COUR D'APPEL DU QUÉBEC**

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**LIGUE CANADIENNE DE HOCKEY**, ayant son siège social au 2300, rue Yonge, bureau 1600, Toronto, (Ontario) M4P 1E4

-et-

**LIGUE DE HOCKEY JUNIOR MAJEUR DU QUÉBEC INC.**, ayant son siège social au 101-1205, rue Ampère, Boucherville, (Québec) J4B 7M6

-et-

**LES SAGUENÉENS JUNIOR MAJEUR DE CHICOUTIMI**, ayant son siège social au 643, rue Bégin, Chicoutimi, (Québec) G7H 4N7

-et-

**CLUB DE HOCKEY LES REMPARTS DE QUÉBEC (2014) INC.**, ayant son siège social au 612, rue Saint-Jacques, Montréal, (Québec) H3C 4M8

-et-

**CLUB DE HOCKEY JUNIOR MAJEUR DE BAIE-COMEAU INC.**, également connue sous le nom de **LE DRAKKAR**, ayant son siège social au 19, avenue Marquette, Baie-Comeau, (Québec) G4Z 1K5

-et-

**LE CLUB DE HOCKEY L'OCÉANIC DE RIMOUSKI INC.**, ayant son siège social au 111, 2e rue Ouest, Rimouski, (Québec) G5L 4X3

-et-

**LES TIGRES DE VICTORIAVILLE (1991) INC.**, ayant son siège social au 400,

boulevard Jutras est, Victoriaville, (Québec) G6P 0B8

-et-

**CLUB DE HOCKEY SHAWINIGAN INC.**, également connue sous le nom de **CATARACTES DE SHAWINIGAN**, ayant son siège social au 1, rue Jacques-Plante, Shawinigan, (Québec) G9N 0B7

-et-

**7759983 CANADA INC.**, également connue sous le nom de **CLUB DE HOCKEY LE PHOENIX DE SHERBROOKE**, ayant son siège social au 360, rue du Cégep, Sherbrooke, (Québec) J1E 2J9

-et-

**CLUB DE HOCKEY DRUMMOND INC**., également connue sous le nom de **LES VOLTIGEURS DE DRUMMONDVILLE**, ayant son siège social au 300, rue Cockburn, Drummondville, (Québec) J2C 4L6

-et-

**LE CLUB DE HOCKEY JUNIOR ARMADA INC.**, également connue sous le nom de **L'ARMADA DE BLAINVILLE-BOISBRIAND**, ayant son siège social au 612, rue Saint-Jacques, Montréal, (Québec) H3C 4M8

-et-

**LES OLYMPIQUES DE GATINEAU INC.**, ayant son siège social au 500, boulevard de la Cité, CP 103, Gatineau, (Québec) J8T 0H4

-et-

**LES FOREURS DE VAL D'OR (2012) INC.**, ayant son siège social au 810, 6e avenue, Val d'Or, (Québec) J9P 1B4

-et-

**LES HUSKIES DE ROUYN-NORANDA INC.**, ayant son siège social au 210, avenue Murdoch, Rouyn-Noranda, (Québec) J9X 1E6

-et-

**LE TITAN ACADIE BATHURST (2013) INC.**, ayant son siège social au 14, avenue Sean Couturier, Bathurst, (Nouveau-Brunswick) E2A 6X2

-et-

**CLUB DE HOCKEY LES WILDCATS DE MONCTON LIMITÉE**, ayant son siège social au 300, rue Union, Saint-Jean, (Nouveau-Brunswick) E2L 4M3

-et-

**SAINT JOHN MAJOR JUNIOR HOCKEY CLUB LIMITED**, également connue sous le nom de **SEA DOGS DE SAINT JOHN**, ayant son siège social au 99, rue Station, suite 200, Saint-Jean, (Nouveau-Brunswick) E2L 4X4

-et-

**CAPE BRETON MAJOR JUNIOR HOCKEY CLUB LIMITED PARTNERSHIP**, également connue sous le nom de **CAPE BRETON EAGLES HOCKEY CLUB**, ayant son siège social au 481, rue George, Sidney, (Nouvelle-Écosse) B1P 6G9

-et-

**HALIFAX MOOSEHEADS HOCKEY CLUB INC.**, ayant son siège social au 1500-1625, rue Grafton, Halifax, (Nouvelle-Écosse) B3J 0E8

-et -

**8515182 CANADA INC.**, également connue sous le nom de **ISLANDERS DE CHARLOTTETOWN**, ayant son siège

social au 46, route Kensington, Charlottetown, (Île-du-Prince-Édouard) C1A 5H7

REQUÉRANTES – Défenderesses

c.

**CARL LATULIPPE**, [redacted]

INTIMÉ – Demandeur

**DEMANDE POUR PERMISSION D'APPELER D'UN JUGEMENT AUTORISANT L'EXERCICE D'UNE ACTION COLLECTIVE**
**(art. 357 et 578 C.p.c.)**
Partie requérante
Datée du 30 mai 2024

**À L'UN DES HONORABLES JUGES DE LA COUR D'APPEL POUR LA DIVISION DE QUÉBEC, LES REQUÉRANTES EXPOSENT CE QUI SUIT :**

## I. INTRODUCTION

1. Les Requérantes demandent la permission d'appeler d'un jugement de la Cour supérieure rendu le 10 avril 2024 (le « **Jugement** ») par l'honorable Jacques G. Bouchard, j. c. s. (le « **Juge** »), joint en **Annexe 1**, lequel a accueilli la Demande de l'Intimé pour autorisation d'intenter une action collective et pour obtention du statut de représentant (la « **Demande** »), jointe en **Annexe 2** ;

2. Un avis de jugement a été émis par le greffe de première instance en date du 1er mai 2024, joint en **Annexe 3** ;

3. Les pièces R-1 à R-38, déposées par l'Intimé au soutien de sa Demande, sont jointes en **Annexe 4** et les pièces PA-1 à PA-8, déposées par les Requérantes à titre de preuve appropriée, sont jointes en **Annexe 5** ;

4. La durée de l'instruction en première instance a été d'une (1) journée et le dossier ne comporte pas d'élément confidentiel ;

5. Le Jugement autorise l'exercice par l'Intimé d'une action collective contre l'ensemble

des Requérantes pour le compte du groupe suivant :

> Tous les joueurs de hockey qui ont subi des abus* alors qu'ils étaient mineurs et évoluaient au sein de la Ligue de hockey junior majeur du Québec, et ce, depuis le 1er juillet 1969[1] ;

6. Les Requérantes demandent la permission d'appeler de ce Jugement comportant, à sa face même, des erreurs déterminantes quant à l'interprétation des conditions d'exercice d'une action collective et à l'appréciation des faits y afférent ;

7. Ces erreurs déterminantes ont amené le Juge à abdiquer son rôle de filtrage en autorisant une action fondée sur un syllogisme juridiquement indéfendable, voire même frivole, et non soutenu par les faits allégués ou la preuve avancée ;

8. L'intervention de cette Cour est donc nécessaire afin de réitérer que le processus d'autorisation d'une action collective ne doit pas constituer « une simple formalité »[2] ;

## II. LES MOYENS D'APPEL

9. Les moyens d'appel proposés par les Requérantes ont trait à la seconde condition exigée par l'article 575 du *Code de procédure civile* (le « **C.p.c.** »), soit que « les faits allégués paraissent justifier les conclusions recherchées ». Les Requérantes soumettent que le Juge a erré en autorisant une action collective en l'absence manifeste d'un lien de droit entre l'Intimé et la plupart d'entre elles ;

### A. Le syllogisme proposé par l'Intimé au soutien de son action contre l'ensemble des Requérantes

10. À sa face même, la Demande de l'Intimé se heurte à une difficulté majeure en ce qu'elle sollicite une autorisation de la Cour d'exercer une action collective contre l'ensemble des Requérantes, à savoir la Ligue canadienne de Hockey (la « **LCH** »),

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1 Le terme « abus » désigne toute forme d'agression physique, sexuelle et/ou psychologique, notamment le fait d'avoir été confinés, rasés, dénudés, drogués et/ou intoxiqués de force, forcés ou encouragés d'agresser physiquement et/ou sexuellement autrui, forcés de boire ou de manger de l'urine, de la salive, du sperme, des excréments et/ou d'autres substances abjectes, forcés de s'auto-infliger des blessures, ou forcés de commettre des actes de bestialité ;

2 *L'Oratoire Saint-Joseph du Mont-Royal* c. *J.J.*, 2019 CSC 35 **[*Oratoire Saint-Joseph*]**, paragr. 62, 110 199 et 206.

la Ligue de hockey junior majeur du Québec inc. (la « **LHJMQ** ») et les dix-huit (18) propriétaires actuels des équipes y œuvrant ;

11. L'action collective convoitée par l'Intimé se distingue nettement de celles rendues possibles depuis l'arrêt *Banque de Montréal* c. *Marcotte*[3] dans lequel un représentant fut autorisé à poursuivre plusieurs défenderesses, et ce, sans avoir une cause d'action directe ou un lien de droit à l'égard de chacune d'elles ;

12. Au contraire, le syllogisme proposé par l'Intimé reposerait sur l'existence d'un lien de droit l'unissant personnellement à chacune des Requérantes, lui permettant de les tenir solidairement responsables des dommages qu'il aurait subis[4] ;

13. Bien que les abus qu'auraient subis l'Intimé aient eu lieu entre 1994 et 1996 lors de son passage au sein de deux (2) équipes de la LHJMQ, celui-ci a choisi de diriger sa Demande contre, outre les ligues, les dix-huit (18) personnes morales ou sociétés opérant ces équipes au moment du dépôt de sa Demande, soit plus de trente (30) ans après la naissance de sa cause d'action ;

14. En revanche, celui-ci n'a pas cru opportun de diriger sa Demande contre les personnes morales ou sociétés qui opéraient les équipes existantes entre 1994 et 1996, en particulier celle qui opérait alors les *Saguenéens de Chicoutimi*[5] au sein de laquelle il soutient avoir subi de graves abus ;

15. En somme, l'Intimé se trouve à rechercher la condamnation solidaire, en sa faveur, de dix-sept (17) personnes morales ou sociétés opérant des équipes au sein desquelles il n'a jamais évolué, dont treize (13) personnes morales ou sociétés qui n'étaient pas constituées au moment des abus allégués ;

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3 2014 CSC 55 [***Marcotte***].

4 **Annexe 2**, paragr. 105, 142, 149, 150, 156 et 166.

5 La personne morale Les Saguenéens junior majeur de Chicoutimi, assignée comme Défenderesse en la présente instance, n'est pas celle pour laquelle le Demandeur évoluait au moment des abus allégués, puisqu'elle n'a été constituée qu'en 2015 (**Annexe 4**, pièce R-11, p. 651). De plus, la Défenderesse actuelle opérant l'équipe les *Saguenéens de Chicoutimi* n'a pas assumé les dettes et/ou le passif de celle qui opérait la même équipe à l'époque de l'Intimé (**Annexe 5**, pièce PA -1, p. 1014).

16. Le syllogisme sous-jacent à la Demande se résume donc en une *responsabilité solidaire intemporelle* à laquelle chaque Requérante serait tenue envers l'Intimé dès lors qu'elle opère actuellement une équipe de hockey au sein de la LHJMQ ;

17. Ce syllogisme, bien plus qu'« ambitieux »[6], parait carrément frivole au plan juridique, commandant une vigilance particulière lors de l'analyse de la seconde condition de l'article 575 C.p.c., laquelle a malheureusement fait défaut ;

18. Cette vigilance était d'autant plus requise que la Demande de l'Intimé s'inscrit dans le sillon du jugement rendu par la Cour supérieure de justice de l'Ontario dans le dossier *Carcillo*, alors que le *ratio decidendi* de ce jugement, fort détaillé, conclut précisément à l'impossibilité de fonder un recours collectif ontarien contre l'ensemble des propriétaires actuels des équipes canadiennes de hockey junior sur la base d'une soi-disant responsabilité collective[7] ;

19. Comme l'honorable juge Paul Perell en a conclu au terme d'une analyse abondamment motivée : « *it is wrong and fundamentally unjust to punish teams for something that somebody else did* »[8] ;

*i. L'absence de lien de droit*

20. Selon les Requérantes, le Juge a abdiqué son important rôle de filtrage au stade de l'autorisation en omettant d'évaluer le caractère « soutenable » du syllogisme présenté par l'Intimé ;

21. Plutôt que de rechercher la thèse juridique ou l'assise factuelle qui pourrait justifier un possible lien de droit entre l'Intimé et l'ensemble des Requérantes, le Juge conclut qu'il faudra attendre l'examen au mérite de l'affaire pour déceler l'existence d'une telle responsabilité solidaire[9] :

> [22] Le Tribunal reconnaît que la demande d'autorisation est formulée de

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6 Pour reprendre le qualificatif du Juge, au paragraphe 22 du Jugement (**Annexe 1**).

7 **Annexe 4**, pièce R-33, paragr. 221 à 322, p. 782.

8 **Annexe 4**, pièce R-33, paragr. 322, p. 782.

9 À moins d'indication contraire, les soulignements ont été ajoutés par les soussignés.

> façon large et ambitieuse. Mais ce n'est qu'à l'examen au mérite de toutes les allégations de faits qu'il sera possible de déceler ou non l'existence d'une telle responsabilité solidaire à l'égard de toutes ou de certaines équipes seulement.

22. Sans autre explication quant à la teneur du syllogisme qui permettrait de rechercher la responsabilité solidaire des Requérantes et sans égard à leur lien factuel ou temporel avec l'Intimé, le Jugement déclare que « le syllogisme proposé paraît soutenable », car des énoncés de faute viseraient l'« ensemble » des Requérantes :

> [23] Les énoncés de faute par omission ou par négligence visant l'ensemble des Défenderesses, s'ils étaient confirmés par une preuve probante, pourraient possiblement mener aux conclusions recherchées. Il serait donc prématuré de disposer de ces questions délicates dès à présent et surtout en tenant compte du seuil très peu exigeant requis, à savoir que le syllogisme proposé paraît soutenable.

23. Or, même en supposant que la Demande contienne des allégations de faits suffisantes pour soutenir l'existence possible d'une faute commise par chacune des Requérantes, ce qui est contesté, de telles allégations ne pourraient d'aucune manière avoir engagé leur responsabilité civile envers l'Intimé ;

24. S'agissant de gestes et d'omissions reprochés à des personnes morales ou sociétés constituées plusieurs années après la naissance de la cause d'action de l'Intimé[10], aucune faute ne peut avoir été commise envers lui ;

25. Il en est de même des quelques Requérantes qui opéraient une équipe au sein de laquelle l'Intimé n'a jamais évolué, alors qu'il était dans la LHJMQ[11]. Celles-ci n'ont nécessairement jamais contracté d'engagement envers lui au moment des faits reprochés et la Demande ne fait d'ailleurs état d'aucune allégation en ce sens ;

26. Il est pourtant du devoir du juge autorisateur de déterminer l'existence d'un lien de

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[10] À titre d'exemple, pensons aux équipes suivantes : Saint John Major Junior Hockey Club Limited (Sea Dogs de Saint John), 7759983 Canada Inc. (Le Phoenix de Sherbrooke), Le Club de Hockey Junior Armada Inc. ainsi que d'autres Requérantes dont les équipes n'existaient pas encore entre 1994 et 1996. Voir à cet égard l'**Annexe 2,** paragr. 64 à 104, p. 34 ainsi que l'**Annexe 4**, pièces R-11 à R-28, p. 651.

[11] Soit l'ensemble des Requérantes à l'exception de celle opérant les *Voltigeurs de Drummondville* ce jour ainsi qu'à l'époque des faits allégués par l'Intimé.

droit à l'égard de chacune des défenderesses visée par l'autorisation, et ce, sans reporter ce débat sur le fond :

> [119] L... ne réussit pas à rencontrer le fardeau très faible de démonstration quant à la responsabilité d'un CISSS par rapport [au centre B]. Sans aucune équivoque, au vu de la preuve additionnelle incontournable des CISSS, aucun CISSS n'est le successeur en droit des droits et obligations [du centre B]. En concluant ainsi, le Tribunal est sensible au fait que les questions de lien de droit doivent en principe être décidées lors du débat sur le fond. Néanmoins, une démonstration doit être faite du lien de droit au stade de l'autorisation. Des allégations générales ne peuvent suffire, surtout si une preuve non équivoque est présentée à l'effet contraire. [12]

27. En l'instance, aucune allégation ne permet de démontrer l'existence d'un lien de droit entre l'Intimé et la plupart des Requérantes. Quant à la preuve appropriée, elle[13] révèle que le propriétaire actuel des *Saguenéens de Chicoutimi* n'a pu acquérir ou assumer les dettes et le passif de celui de l'époque concernant l'Intimé ;

28. S'il s'était attardé à la thèse de solidarité avancée par l'Intimé, le Juge aurait constaté qu'il invoque la théorie du « fait collectif fautif » (art. 1480 et 1526 du *Code civil du Québec* (le « **C.c.Q.** »)) afin de pallier à la difficulté de son recours et tenter de soutenir l'improbable lien de droit entre l'Intimé et toutes les Requérantes ;

29. Or, il est indéniable que les deux (2) conditions nécessaires à l'application de ces dispositions[14] ne sont pas réunies en l'espèce. En effet, l'Intimé ne peut raisonnablement soutenir, à la lumière des allégations et de la preuve présentées, (i) qu'il est impossible de déterminer l'auteur de son préjudice et (ii) que les Requérantes ont participé, au même moment, à un « fait collectif » reposant sur une intention commune[15] impliquant la commission d'abus envers des joueurs mineurs ;

30. Les cas d'application de ces dispositions révèlent, en tout temps, la participation des

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12 *E.L.* c. *Procureur général du Québec*, 2022 QCCS 3044, paragr. 119.

13 **Annexe 5**, pièce PA-1, p. 1014.

14 *Montréal (Ville)* c. *Lonardi*, 2018 CSC 29, [***Lonardi***], paragr. 19, 55 et 56. Quant à 1526 C.c.Q., cette disposition est également inapplicable vu la nature contractuelle des liens entre un joueur, son équipe et les ligues, Voir, à cet effet, **l'Annexe 5**, pièce PA-2, p. 1045.

15 Voir notamment *Imperial Tobacco Canada ltée* c. *Conseil québécois sur le tabac et la santé*, 2019 QCCA 358 et *Walter* c. *Quebec Major Junior Hockey League Inc.*, 2019 QCCS 2334.

auteurs fautifs au moment même où le préjudice unique a été causé[16], ce qui est impossible, en l'instance, pour la majeure partie des Requérantes ;

31. Aucune thèse juridique et aucune cause d'action précise ne permet à l'Intimé, dans ce contexte, de rechercher la responsabilité solidaire de toutes les Requérantes. Bien que le seuil nécessaire à l'autorisation soit peu élevé, encore faut-il qu'il soit franchi et qu'une cause « défendable » soit démontrée[17] ;

*ii. L'absence d'allégations factuelles suffisantes*

32. L'Intimé a formulé dans sa Demande une série d'allégations génériques dont la teneur a été reprise aux paragraphes 18 et 19 du Jugement[18]. Sur la base de ces allégations, le Juge dispose, d'une façon expéditive, que ces « énoncés de faute […] pourraient possiblement mener aux conclusions recherchées »[19] ;

33. Avec égards, une telle analyse dénote une erreur manifeste quant à la qualification des allégations de la Demande et l'exercice auquel le Juge devait se livrer ;

34. En effet, les allégations retenues par le Juge[20] ne constituent pas, à leur face même, des allégations de faits susceptibles de satisfaire au critère de l'article 575 C.p.c. Au contraire, celles-ci constituent plutôt des conclusions de faits, telles l'existence d'une faute ou la présence d'une omission, sans apporter d'assise factuelle quelconque :

> [175] Comme la juge dissidente en Cour d'appel le souligne, ce sont là des reproches d'ordre générique et non factuel. Ces allégations constituent en quelque sorte des conclusions de fait, sans assise factuelle, des

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16 *Lonardi*, *supra*, note 14.

17 Voir *Fortier* c. *Meubles Léon Ltée*, 2014 QCCA 195, paragr. 68 : « Que ces seuils soient peu élevés, ils doivent néanmoins être franchis » et *Oratoire Saint-Joseph*, *supra*, note 2, paragr. 62 : « Je conviens cependant avec ma collègue la juge Côté que le fardeau d'établir une ″cause défendable″— quoique peu élevé — ″existe″ et ″doit être franchi par le demandeur″ […] ».

18 Voir, à titre d'exemple, les allégations suivantes : « Les défenderesses sont solidairement responsables en droit de la création et de la tolérance d'une culture d'abus et de conduite criminelle à l'égard de joueurs mineurs » (**Annexe 2**, paragr. 105) et « les Défenderesses savaient ou devaient savoir que des abus étaient perpétrés au sein des équipes de la LHJMQ, que ce soit sur la glace et/ou hors la glace et ont fait preuve d'aveuglement volontaire » (**Annexe 2**, paragr. 143).

19 **Annexe 1**, paragr. 23.

20 **Annexe 1**, paragr. 18 et 19.

> argumentations juridiques ou des opinions. […]
>
> […]
>
> [211] […] Comme l'a dit la Cour dans *Infineon*, « de simples affirmations sont insuffisantes sans quelque forme d'assise factuelle » (par. 134). […] Selon les termes mêmes de l'art. 575 (2) C.p.c., l'autorisation doit reposer sur les « faits allégués ». Le demandeur ne peut donc se contenter de formuler des affirmations génériques telles que « le défendeur a commis une faute ayant causé un préjudice », de présenter quelques éléments de preuve et de laisser au juge la tâche de fouiller lui-même dans cette preuve afin d'y trouver les éléments nécessaires démontrant l'existence d'une cause défendable.[21]

35. Même si la Demande et les pièces qui la soutiennent ne sont pas complètement dénuées d'allégations de faits, le Juge se devait minimalement de les examiner afin de déterminer si elles permettaient d'inférer l'existence d'une cause défendable ;

36. Or, ce n'est pas ce qui a été fait. La simple référence à des pièces ou des allégations en note de bas de page[22] ne peut évidemment pas constituer une telle analyse ;

37. Les références ajoutées par le Juge à cet égard[23] ne sont d'aucun secours et ne permettent pas de lier la plupart des Requérantes à l'existence d'actes abusifs envers des joueurs mineurs[24] et, encore moins, à des gestes fautifs envers l'Intimé ;

38. À titre d'exemple et malgré les nombreuses références à des allégations de la Demande et à des pièces produites par l'Intimé au soutien de son affirmation à l'effet que « les Défenderesses n'ont pas assuré la sécurité et la protection des joueurs sous leur responsabilité », aucun de ces renvois ne permet de constater la présence d'abus pour, au moins, onze (11) des dix-huit (18) équipes mentionnées ;

39. L'arrêt *Oratoire Saint-Joseph* fournit pourtant un exemple éloquent de l'exercice

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21 Ces passages de l'arrêt *Oratoire Saint-Joseph*, *supra*, note 2 sont tirés des motifs dissidents de l'honorable Clément Gascon, mais leur teneur n'est pas remise en cause par les juges majoritaires, lesquels conviennent du caractère « vague, général ou imprécis » des allégations de la demande lorsque prises isolément (paragr. 63).

22 Voir les notes de bas de page au soutien des paragraphes 18 et 19 du Jugement (**Annexe 1)**.

23 Au soutien des allégations de fautes génériques reproduites dans l'**Annexe 1**, paragr. 18 et 19.

24 Voir le tableau les allégations factuelles et la preuve avancées par l'Intimé, joint en **Annexe 6**.

auquel le Juge aurait dû se livrer. La Cour suprême, après avoir qualifié à première vue les allégations factuelles de « vagues, générales ou imprécises »[25], s'est livrée à une analyse de la preuve en demande afin d'en faire ressortir les présomptions de faits graves, précises et concordantes qu'elle était susceptible de faire naître quant à la responsabilité d'organisations religieuses œuvrant auprès des enfants ;

40. Or, si le Juge avait procédé à cet exercice, rendu nécessaire par les allégations génériques avancées par l'Intimé, il aurait constaté qu'à l'exception d'un certain nombre d'histoires disparates, la Demande est exempte, pour la majorité des Requérantes, d'allégations factuelles les concernant et étant susceptibles de soutenir leur responsabilité en général, et encore moins leur responsabilité spécifique en lien avec les abus de 1994 à 1996 allégués par l'Intimé ;

41. Ainsi, en l'absence d'un quelconque fondement juridique ou assise factuelle au soutien du syllogisme de solidarité avancé par l'Intimé contre l'ensemble des Requérantes, le Juge n'avait d'autre possibilité que de constater l'absence d'une cause défendable et donc que le critère de l'article 575 (2) n'était pas rempli ;

42. Le fait de reléguer le traitement de cette difficulté au stade de la contestation au mérite de l'action collective[26] constitue une erreur commandant l'intervention de cette Cour ;

**B. L'absence d'un fondement factuel à l'égard de la quasi-totalité des Requérantes**

43. Le syllogisme de la Demande telle que présentée étant insoutenable, il pourrait être tentant d'évaluer, à titre subsidiaire, la possibilité de cumuler les liens de droit respectifs des membres putatifs envers les Requérantes pour fonder contre elles une action collective empruntant le modèle de l'arrêt *Marcotte* précité ;

44. Le cas échéant, les Requérantes contesteraient cette possibilité au motif qu'une telle procédure empêcherait l'identification d'une question commune applicable au bénéfice de tous les membres. En effet, l'étude, par équipe et par époque, du comportement de chacune des personnes morales ou sociétés les opérant

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25 *Oratoire Saint-Joseph*, *supra*, note 2, paragr. 63.

26 **Annexe 1**, paragr. 23.

n'empêcherait pas de répéter l'opération pour chacune des situations, s'apparentant alors à une jonction de plusieurs actions collectives dans un même dossier ;

45. En outre, les Requérantes feraient valoir qu'une action collective ne saurait être autorisée contre celles dont la Demande est exempte d'un fondement factuel suffisant, contrairement à ce qui est exigé lorsqu'une demande d'autorisation vise plusieurs défendeurs[27] ;

46. Ce principe a d'ailleurs été suivi et appliqué dans le récent arrêt *Leduc* c. *Elad Canada inc.*[28] où cette Cour a confirmé le refus d'autoriser une action collective à l'égard de l'une des trois (3) défenderesses pour ce motif[29] ;

47. En l'espèce, les Requérantes ont recensé dans un tableau les allégations factuelles et la preuve avancées par l'Intimé contre chacune d'elles, joint en **Annexe 6** ;

48. Il appert de ce tableau que (i) onze (11) Requérantes ne font l'objet d'aucune allégation les concernant, (ii) cinq (5) Requérantes ne font l'objet que d'un seul événement, (iii) quatre (4) Requérantes, dont les deux (2) ligues, font l'objet de plus d'un événement ; (iv) la quasi-totalité des faits relatés par ces allégations ou ces pièces visent des événements postérieurs à 1994[30] ; et (v) plusieurs de ces allégations sont sans aucun lien avec la Demande et le groupe proposé[31] ;

49. En appliquant la méthode d'analyse préconisée dans l'arrêt *Oratoire Saint-Joseph*[32] à chacune des Requérantes prise individuellement, il n'est pas possible de soutenir, au stade de l'autorisation, qu'il y aurait lieu lors de l'audition de l'action sur le fond d'en tirer l'inférence que chacune d'entre elles savait ou ne pouvait ignorer que

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27 *Dufresne* c. *Ville de Montréal*, 2024 QCCS 1527, paragr. 8 à 11.

28 2024 QCCA 152.

29 *Leduc* c. *Elad Canada inc.*, *supra*, note 27, paragr. 23.

30 À l'exception de la déclaration sous serment de M. Gilles Courteau, ancien président de la LHJMQ, **Annexe 4**, pièce R-8, paragr. 19, p. 471 et de l'article relatant que M. Gilles Lupien aurait téléphoné M. Gilles Courteau dans les années 1985-1990, **Annexe 4**, pièce R-31, p. 729.

31 Voir notamment les allégations concernant des inconduites sexuelles d'entraineurs envers des joueurs, **Annexe 4**, pièce R-31, p. 729, ou de joueurs envers des tierces personnes, par exemple des jeunes femmes, **Annexe 4**, pièce R-36, p. 983.

32 Voir notamment *Oratoire Saint-Joseph*, *supra*, note 2, paragr. 24.

certains joueurs ou préposés se livraient à des abus et a négligé d'intervenir ;

50. Enfin, l'indépendance évidente de chacune des équipes Requérantes dans la gestion de leurs opérations empêche manifestement de soutenir toute théorie d'*alter ego* (multiples visages) comme celle évoquée dans certaines actions collectives intentées contre des organisations religieuses[33].

## III. CONCLUSIONS RECHERCHÉES

51. Les Requérantes demanderont au fond à la Cour d'appel de :

a) **ACCUEILLIR** l'appel ;

b) **INFIRMER** le jugement de première instance ;

c) **REJETER** la *Demande pour autorisation d'intenter une action collective et pour obtention du statut de représentant* de l'Intimé ;

d) **CONDAMNER** l'Intimé aux frais de justice tant en première instance qu'en appel.

**POUR CES MOTIFS, PLAISE À CETTE HONORABLE COUR DE :**

**ACCUEILLIR** la présente *Demande pour permission d'appeler du jugement autorisant l'exercice d'une action collective* ;

**ACCORDER** aux Requérantes la permission d'appeler du jugement rendu le 10 avril 2024, par l'honorable Jacques G. Bouchard j. c. s. de la Cour supérieure du district de Québec, dans le dossier portant le numéro 200-06-000258-238 ;

**LE TOUT**, frais à suivre selon le sort de l'appel.

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[33] *Oratoire Saint-Joseph*, *supra*, note 2, paragr. 51 et 55. Voir les dossiers *A* c. *Frères du Sacré-Coeur*, 2017 QCCS 5394, *J.J.* c. *Province canadienne de la Congrégation de Sainte-Croix*, 2020 QCCS 671, *A.B.* c. *Frères des écoles chrétiennes du Canada francophone*, 2022 QCCS 1772 et *M.J.* c. *Frères de l'Instruction Chrétienne*, 2024 QCCS 1854, où malgré le contexte ecclésiastique, la Cour a refusé d'autoriser une action collective contre des personnes morales distinctes.

Québec, ce 30 mai 2024

*Fasken Martineau DuMoulin S.E.N.C.R.L., s.r.l.*

**Fasken Martineau DuMoulin**
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## AVIS SELON L'ARTICLE 29 DU *RÈGLEMENT DE LA COUR D'APPEL EN MATIÈRE CIVILE*

L'intimé, les intervenants et les mis en cause doivent, dans les 10 jours de la notification, déposer un acte de représentation indiquant le nom et les coordonnées de l'avocat qui les représente ou, dans le cas d'absence de représentation, un acte indiquant ce fait. Cependant, s'il est joint à la déclaration d'appel une demande pour obtenir la permission d'appeler, les intervenants et les mis en cause ne sont tenus de le faire que dans les 10 jours du jugement qui accueille cette demande ou, le cas échéant, de la date à laquelle le juge a pris acte du dépôt de la déclaration (article 358, 2e alinéa C.p.c.).

L'avocat qui représentait l'intimé en première instance est tenu, s'il n'agit plus pour l'intimé, de le dénoncer sans délai à l'appelant, à l'intimé et au greffe (article 358, 3e alinéa C.p.c.)

Si une partie est en défaut de déposer un acte de représentation par avocat ou un acte de non représentation, elle ne peut déposer aucun autre acte de procédure, mémoire ou exposé au dossier. L'instance d'appel procède alors en son absence, sans que le greffier soit tenu de l'en aviser de quelque façon. Si l'acte de représentation ou de non représentation est déposé en retard, le greffier l'accepte aux conditions qu'il détermine (article 38 du *Règlement de la Cour d'appel du Québec en matière civile*).

## AVIS DE PRÉSENTATION

**DESTINATAIRE(S) :**

Me David Stolow
Me Robert Kugler
Me Claudia Giroux
**Kugler Kandestin**
Avocats de l'Intimé
1, Monseigneur Charbonneau, bureau 1170, Montréal (Québec) H3B 2A7
Téléphone : (514) 360 8867 / (514) 360 8882 / (514)-360-3632
Télécopieur : (514) 875-8424
dstolow@kklex.com / rkugler@kklex.com / cgiroux@kklex.com

**PRENEZ AVIS** que la présente *Demande pour permission d'appeler d'un jugement autorisant l'exercice d'une action collective* des Requérantes sera présentée devant un honorable juge de la Cour d'appel, siégeant au Palais de justice de Québec, situé au 300, boulevard Jean-Lesage à Québec le **18 juin 2024**, à 9 h 30 dans la salle 4.30.

**VEUILLEZ AGIR EN CONSÉQUENCE.**

Québec, ce 30 mai 2024

Fasken Martineau DuMoulin S.E.N.C.R.L., s.r.l.

**Fasken Martineau DuMoulin**
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Courriel : mleblancgagnon@fasken.com

**DÉCLARATION SOUS SERMENT**

Je soussigné, Christian Trépanier, avocat, exerçant ma profession au sein de l'étude Fasken Martineau DuMoulin S.E.N.C.R.L., s.r.l., sise au 365, rue Abraham-Martin, bureau 600, Québec (Québec) G1K 8N1, affirme solennellement ce qui suit :

1. Je suis l'un des avocats de LIGUE CANADIENNE DE HOCKEY, LIGUE DE HOCKEY JUNIOR MAJEUR DU QUÉBEC INC., LES SAGUENÉENS JUNIOR MAJEUR DE CHICOUTIMI, CLUB DE HOCKEY LES REMPARTS DE QUÉBEC (2014) INC., CLUB DE HOCKEY JUNIOR MAJEUR DE BAIE-COMEAU INC., LE CLUB DE HOCKEY L'OCÉANIC DE RIMOUSKI INC., LES TIGRES DE VICTORIAVILLE (1991) INC., CLUB DE HOCKEY SHAWINIGAN INC., également connue sous le nom de CATARACTES DE SHAWINIGAN, 7759983 CANADA INC., également connue sous le nom de CLUB DE HOCKEY LE PHOENIX DE SHERBROOKE, CLUB DE HOCKEY DRUMMOND INC., également connue sous le nom de LES VOLTIGEURS DE DRUMMONDVILLE, LE CLUB DE HOCKEY JUNIOR ARMADA INC., également connue sous le nom de L'ARMADA DE BLAINVILLE-BOISBRIAND, LES OLYMPIQUES DE GATINEAU INC., LES FOREURS DE VAL D'OR (2012) INC., LES HUSKIES DE ROUYN-NORANDA INC, LE TITAN ACADIE BATHURST (2013) INC., CLUB DE HOCKEY LES WILDCATS DE MONCTON LIMITÉE, SAINT JOHN MAJOR JUNIOR HOCKEY CLUB LIMITED, également connue sous le nom de SEA DOGS DE SAINT JOHN, HALIFAX MOOSEHEADS HOCKEY CLUB INC. et 8515182 CANADA INC., également connue sous le nom de ISLANDERS DE CHARLOTTETOWN en la présente instance ;

2. Tous les faits allégués à la présente demande sont vrais.

[Signature à la page suivante]

ET J'AI SIGNÉ :

DocuSigned by:
Christian Trépanier
DC1235CB7E394BC...

Christian Trépanier, avocat

Affirmé solennellement devant moi,
À Québec, ce mai 30, 2024

DocuSigned by:
28E636FC44A447F...

DS

Julien Toppan

Commissaire à l'assermentation pour le Québec

**LISTE DES ANNEXES AU SOUTIEN DE LA DEMANDE DE PERMISSION D'APPELER**
Partie requérante

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**ANNEXE 1 :** Jugement rendu par l'honorable Jacques G. Bouchard, j.c.s. le 10 avril 2024 [page 21];

**ANNEXE 2** : Demande pour autorisation d'intenter une action collective et pour obtention du statut de représentant datée du 23 mai 2023 [page 34];

**ANNEXE 3** : Avis de jugement daté du 1er mai 2024 [page 90];

**ANNEXE 4** : Pièces R-1 à R-38 déposées au soutien de la Demande pour autorisation d'intenter une action collective et pour obtention du statut de représentant [page 91];

**ANNEXE 5** : Pièces PA-1 à PA-8 déposées à titre de preuve appropriée par les Requérantes [page 1010];

**ANNEXE 6** : Tableau des allégations factuelles et de la preuve [page 1635].

Québec, ce 30 mai 2024

*Fasken Martineau DuMoulin S.E.N.C.R.L., s.r.l.*

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# COUR SUPÉRIEURE

CANADA
PROVINCE DE QUÉBEC
DISTRICT DE QUÉBEC

N°: 200-06-000258-239

DATE : 10 avril 2024

---

**SOUS LA PRÉSIDENCE DE : L'HONORABLE JACQUES G. BOUCHARD, J.C.S.**

---

**CARL LATULIPPE**

Demandeur

**c.**

**LIGUE CANADIENNE DE HOCKEY**
**et**
**LIGUE DE HOCKEY JUNIOR MAJEUR DU QUÉBEC**
**et**
**LES SAGUENÉENS JUNIOR MAJEUR DE CHICOUTIMI**
**et**
**CLUB DE HOCKEY LES REMPARTS DE QUÉBEC (2014) INC.**
**et**
**CLUB DE HOCKEY JUNIOR MAJEUR DE BAIE-COMEAU INC.**
**et**
**LE CLUB DE HOCKEY L'OCÉANIC DE RIMOUSKI INC.**
**et**
**LES TIGRES DE VICTORIAVILLE (1991) INC.**
**et**
**CLUB DE HOCKEY SHAWINIGAN INC.**, également sous le nom de **CATARACTES DE SHAWINIGAN**
**et**
**7759983 CANADA INC.**, également connue sous le nom de **CLUB DE HOCKEY LE PROÉNIX DE SHERBROOKE**

**et**
**CLUB DE HOCKEY DRUMMOND INC.**, également connue sous le nom de **LES VOLTIGEURS DE DRUMMONDVILLE**
**et**
**LE CLUB DE HOCKEY JUNIOR ARMADA INC.**, également connue sous le nom de **L'ARMADA DE BLAINVILLE-BOISBRIAND**
**et**
**LES OLYMPIQUES DE GATINEAU INC.**
**et**
**LES FOREURS DE VAL D'OR (2012) INC.**
**et**
**LES HUSKIES DE ROUYN-NORANDA INC.**
**et**
**LE TITAN ACADIE BATHURST (2013) INC.**
**et**
**CLUB DE HOCKEY LES WILDCATS DE MONCTON LIMITÉE**
**et**
**SAINT JOHN MAJOR JUNIOR HOCKEY CLUB LIMITED**, également connue sous le nom de **SEA DOGS DE SAINT JOHN**
**et**
**CAPE BRETON MAJOR JUNIOR HOCKEY CLUB LIMITED PARTNERSHIP**, également connue sous le nom de **CAPE BRETON EAGLES HOCKEY CLUB**
**et**
**HALIFAX MOOSEHEADS HOCKEY CLUB INC.**
**et**
**8515182 CANADA INC.**, également connue sous le nom de **ISLANDERS DE CHARLOTTETOWN**

Défenderesses

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## JUGEMENT

(sur demande d'autorisation d'intenter une action collective)

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[1] Le demandeur, Carl Latulippe, requiert l'autorisation du Tribunal afin d'intenter une action collective pour le compte d'un groupe qu'il décrit comme suit :

> « Tous les joueurs de hockey qui ont subi des abus*, alors qu'ils étaient mineurs et évoluaient au sein de la Ligue de hockey junior majeur du Québec, et ce, depuis le 1er juillet 1969;

> * Le terme « **abus** » désigne toute forme d'agression physique, sexuelle et/ou psychologique, notamment le fait d'avoir été confinés, rasés, dénudés, drogués et/ou intoxiqués de force, forcés ou encouragés d'agresser physiquement et/ou sexuellement autrui, forcés de boire ou de manger de l'urine, de la salive, du sperme, des excréments et/ou d'autres substances abjectes, forcés de s'auto-infliger des blessures, ou forcés de commettre des actes de bestialité; »

[2] Ce recours vise la Ligue canadienne de hockey (ci-après : LCH), la Ligue de hockey junior Maritime Québec inc., anciennement la Ligue de hockey junior majeur Québec inc. (ci-après : LHJMQ), de même que chacune des dix-huit équipes qui la compose (ci-après désignées collectivement : les Défenderesses).

[3] Il importe de souligner que les Défenderesses reconnaissent d'emblée que les événements allégués sont préoccupants et mérites l'attention du Tribunal. Elles soumettent toutefois que l'action collective ne constitue pas le véhicule procédural approprié.

## 1. CONTEXTE ET APERÇU

[4] Par sa présente demande, monsieur Latulippe désire obtenir le statut de représentant afin d'intenter une action collective en responsabilité civile contre les Défenderesses pour le compte des joueurs de hockey qui, tout comme lui, ont subi des « Abus » alors qu'ils étaient mineurs et qu'ils jouaient pour l'une ou l'autre des équipes de la LHJMQ, laquelle fait partie de la LCH.

[5] Au mérite, il vise à obtenir une condamnation solidaire des Défenderesses aux dommages que lui-même et les membres du Groupe ont subis en raison de tels abus à leur endroit.

[6] Il appert que monsieur Latulippe avait 16 ans lorsqu'il évoluait pour l'équipe des Voltigeurs de Drummondville au cours des saisons 1994-1995. Il allègue avoir alors subi des « Abus » sous forme de bizutages, de brimades et d'abus sexuels, physiques et psychologiques et affirme que des préjudices graves en découlent, tels que de l'anxiété et la perte de confiance en lui, en plus d'avoir souffert d'un sérieux problème de toxicomanie et de dépendance aux jeux.

[7] Monsieur Latulippe estime que le syllogisme juridique suivant s'applique à tous les membres du Groupe :

a. Les Défenderesses, alors qu'elles avaient connaissance des Abus, ont fait preuve d'une négligence systémique, par leur participation respective à la création, la tolérance et au maintien d'une culture d'abus et une culture de silence en lien avec les Abus dans toutes les équipes et avec les omissions de prendre les mesures propres à les prévenir ou les faire cesser, sont solidairement responsables en droit des dommages reliés aux Abus;

b. En tant que victimes d'Abus, le Demandeur et les membres du Groupe ont le droit d'être indemnisés pour les préjudices qu'ils ont subis, ainsi que de réclamer des dommages punitifs et exemplaires pour sanctionner la conduite des Défenderesses qui ont intentionnellement violé les droits fondamentaux des membres du Groupe.

[8] Sommairement, les Défenderesses ne contestent pas que monsieur Latulippe est en mesure d'assurer une représentation adéquate des membres. Elles plaident plutôt que les autres critères requis pour exercer l'action collective ne sont pas rencontrés.

[9] Au surplus, elles suggèrent qu'un recours plus approprié est actuellement pendant devant les tribunaux ontariens, dans l'affaire appelée « le dossier *Carcillo* »[1].

## 2. QUESTION EN LITIGE

[10] Comme toute demande d'autorisation d'action collective, la question soumise à cette étape procédurale préliminaire s'énonce ainsi :

- La demande d'autorisation rencontre-t-elle les critères de l'article 575 *C.p.c* ?

## 3. ANALYSE ET DÉCISION

[11] Rappelons d'abord que l'article 575 *C.p.c.* énonce ce qui suit :

> **575.** Le tribunal autorise l'exercice de l'action collective et attribue le statut de représentant au membre qu'il désigne s'il est d'avis que:
>
> 1° les demandes des membres soulèvent des questions de droit ou de fait identiques, similaires ou connexes;
>
> 2° les faits allégués paraissent justifier les conclusions recherchées;

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1 R-32 et R-33.

> 3° la composition du groupe rend difficile ou peu pratique l'application des règles sur le mandat d'ester en justice pour le compte d'autrui ou sur la jonction d'instance;
>
> 4° le membre auquel il entend attribuer le statut de représentant est en mesure d'assurer une représentation adéquate des membres.

[12] Il importe de rappeler que la procédure d'autorisation ne constitue pas une pré-enquête sur le fond.

[13] L'objectif visé à ce stade est d'écarter les demandes qui sont frivoles ou manifestement mal fondées. Le Tribunal doit simplement s'assurer que les Défenderesses ne sont pas inutilement assujetties à un litige dans lequel elles doivent se défendre contre une demande insoutenable. Bref, le fardeau imposé aux demandeurs consiste à établir l'existence d'une cause défendable[2].

[14] Contrairement au jugement au mérite qui statue sur le fondement de l'action, il s'agit ici d'un mécanisme de filtrage et de vérification qui résulte en un jugement de contrôle du véhicule procédural employé[3]. Il vise à s'assurer de la qualité du syllogisme juridique proposé par le biais d'un simple fardeau de démonstration[4], le seuil requis étant peu élevé.

[15] La Cour d'appel rappelle que l'analyse des critères d'autorisation doit bénéficier d'une approche généreuse plutôt que restrictive et que le doute doit pencher en faveur de l'autorisation[5].

[16] Enfin, lorsque les quatre critères de l'article 575 *C.p.c.* sont satisfaits, le Tribunal est dépouillé de tout pouvoir discrétionnaire additionnel et il doit autoriser l'action collective[6].

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2 *L'Oratoire Saint-Joseph du Mont Royal* c. *J.J.*, 2019 CSC 35, par. 56; *Infineon Technologies AG* c. *Option consommateurs*, 2013 CSC 59, par. 61-67; *Sofio* c. *Organisme canadien de réglementation du commerce des valeurs mobilières* (OCRCVM), 2015 QCCA 1820, par. 26.

3 *Pharmascience inc.* c. *Option consommateurs*, 2005 QCCA 437 (autorisation de pourvoi refusée, C.S.C,, 2005-08-25, 30922), par. 24; *Vivendi Canada inc.* c. *Dell'Aniello*, 2014 CSC 1, par. 37.

4 *Theratechnologie inc.* c. *121851 Canada inc.,* 2015 CSC 18, par. 35-36, 39.

5 *Union des consommateurs* c. *Bell Canada*, 2012 QCCA 1287 (autorisation de pourvoi refusée, C.S.C., 2013-01-17, 34994)par. 117; op. cit. 2 par. 60.

6 *Bouchard* c. *Agropur Coopérative*, 2006 QCCA 1342, par. 36.

[17] À la lumière de ces préceptes, il y a lieu d'examiner si ces critères sont rencontrés en l'espèce. Il est d'usage de s'attarder en premier lieu à celui de l'article 575 (2) *C.p.c.*

**3.1 Les faits allégués paraissent justifier les conclusions recherchées contre chacune des défenderesses**

[18] Les allégations de faits pertinentes, tenues pour avérer à ce stade, peuvent se résumer ainsi :

- LCH : sont rôle consiste notamment à assurer la sécurité et le bien-être de ses joueurs[7];
- LHJMQ : elle est responsable, tout comme ses équipes, de fournir aux joueurs un environnement sécuritaire sur la glace et en dehors de celle-ci[8];
- les Défenderesses ont créé et toléré une culture d'Abus envers les joueurs mineurs[9];
- les Défenderesses savaient ou devaient savoir que des Abus étaient perpétrés au sein des équipes et ont fait preuve d'aveuglement à cet égard[10];
- les Défenderesses n'ont pas assuré la sécurité et la protection des joueurs sous leur responsabilité[11];
- les Défenderesses ont omis d'instaurer des politiques et procédures adéquates et/ou efficaces en temps utiles pour assurer la protection des membres du Groupe et permette et/ou faciliter la dénonciation des Abus au sein de la LHJMQ[12];
- les Défenderesses ont permis ou toléré que règne une loi du silence face aux Abus[13].

[19] Le demandeur allègue que les Abus étaient connus et tolérés par toutes les défenderesses, lesquels auraient choisi d'instaurer une culture du silence[14]. Il parle

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7 Par. 51 et 53.
8 Par. 52 et 58.
9 Par. 2, 14, 105, 107-110, 120, 125-128, 138-141, 146, R-29, R-31, R-34, R-35 et R-38.
10 Par. 6, 13-14, 19-20, 107-110, 113, 120, 126-130, 143(a), 146, 148. R-1, R-8(19), R-31, R-34.
11 Par. 3, 48-50, 53, 57-58, 62-63, 105-106, 113-115, 126, 143(b)-144, 147-148. R-5 (Par. 17), R-6, R-9 Par. 16, R-10, R-34.
12 Par. 63, 115, 143, 144; R-10, R-34.
13 Par. 36, 109, 113-14, 116-117, 120-121, 125-126, 136-137, 143(d); R-8 (par. 19), R-10 (p. 3), R-29, R-30, R-31, R-33 (par. 130) et R-34 (constatation numéro 2).

d'une négligence de nature systémique[15] auxquelles toutes les défenderesses auraient participé directement ou indirectement, par omission ou par négligence[16].

[20] Les Défenderesses soumettent que le syllogisme proposé est insoutenable, notamment eu égard à la solidarité recherchée entre elles. Elles soulignent que les Ligues et les équipes sont des entités juridiques distinctes qui au surplus n'existaient pas toutes durant l'entièreté de la période visée.

[21] Elles ajoutent qu'il y a absence d'allégation de faute à l'égard de chacune des équipes spécifiquement et qu'une responsabilité par simple association n'existe pas en droit civil. En conséquence, elles soumettent qu'il n'existe aucun lien de droit possible entre le demandeur et les défenderesses.

[22] Le Tribunal reconnaît que la demande d'autorisation est formulée de façon large et ambitieuse. Mais ce n'est qu'à l'examen au mérite de toutes les allégations de faits qu'il sera possible de déceler ou non l'existence d'une telle responsabilité solidaire à l'égard de toutes ou de certaines équipes seulement.

[23] Les énoncés de faute par omission ou par négligence visant l'ensemble des Défenderesses, s'ils étaient confirmés par une preuve probante, pourraient possiblement mener aux conclusions recherchées. Il serait donc prématuré de disposer de ces questions délicates dès à présent et surtout en tenant compte du seuil très peu exigeant requis, à savoir que le syllogisme proposé paraît soutenable.

**3.2 Les demandes des membres soulèvent des questions de droit ou de faits identiques, similaires ou connexes.**

[24] Selon le demandeur, l'action collective proposée permettra à la Cour de décider, au bénéfice de tous les membres du Groupe, sur la base de la même preuve, si les Défenderesses ont, par leur(s) négligences systémiques et omission(s) à remplir leurs obligations envers les membres du Groupe, commis des fautes susceptibles de leur donner droit à une compensation pour le préjudice subi et à des dommages punitifs.

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14 Par. 36, 109, 113-114, 116-117, 120-121, 125-126, 136-137, 143(d); R-8 (Par. 19), R-10 (p. 3), R-29, R-30, R-31, R-33 (par. 130), R-34 (constations numéro 2).

15 Par. 105, 112, 116, 118, 122-123, 125, 128, 138, 141, 146; R-29, R-30, R-32, R-33, R-34, R-35, R-38.

16 Par. 3, 142, 147-148, 156.

[25] Les questions collectives de faits et de droit proposées sont énoncées au paragraphe 163 de la demande d'autorisation. Selon le demandeur, l'action collective permettra à la Cour de se prononcer, à tout le moins, sur les questions suivantes qui sont des questions communes capables de faire progresser le litige de façon non négligeable pour tous les membres du Groupe :

> 2) Est-ce qu'il existe une négligence systémique au sein des Défenderesses quant aux Abus subis par les membres du Groupe ?
>
> 4) Est-ce que les Défenderesses doivent être tenues solidairement responsables des dommages non pécuniaires et pécuniaires subis par les membres du Groupe ?
>
> 5) Quels sont les types de dommages communs aux victimes d'Abus ?
>
> 6) Est-ce que des paramètres de dommages peuvent être déterminés selon la gravité des Abus perpétrés et/ou la gravité des séquelles et, si oui, lesquels ?
>
> 10) Est-ce que les Défenderesses doivent être tenues solidairement responsables pour le paiement de dommages-intérêts punitifs et exemplaires ?

[26] À juste titre, les Défenderesses rappellent que pour le critère de l'article 575(1) C.p.c. soit satisfait, il est nécessaire que la réponse à la question dite « commune » fasse progresser la réclamation de chacun des membres de manière non négligeable[17]. Elle doit également se retrouver dans le syllogisme de chacun des membres et elle est intimement liée à la composition du Groupe[18].

[27] Les Défenderesses voient une problématique en raison de la vaste portée de la composition du Groupe notamment quant à la période visée et à la définition du terme « Abus ».

[28] Elles soulignent le fait que des Abus aient été commis sur des membres, sans considérer : leurs périodes, leurs nombres, l'équipe visée et les inférences à en tirer, n'a pas de pertinence et n'est pas susceptible de faire progresser le débat.

[29] En outre, elles prétendent que si le demandeur veut soutenir sa thèse de négligence systémique, l'exercice devra être répété pour chacune des dix-huit équipes et ce, à chaque fois que leur propriété aura changé de mains. Elles y voient ainsi l'absence d'une question commune.

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17 Op. cité. 3, par. 58 et 60.

18 *E.L.* c. *Procureur général du Québec*, 2022 QCCS 3044, par. 133, 185 et 186.

[30] Toujours selon les Défenderesses, les questions portants sur des dommages compensatoires, punitifs ou exemplaires, ne peuvent faire l'objet d'une question commune en raison de l'indépendance organisationnelle des défenderesses.

[31] Rappelons que le seuil pour satisfaire l'exigence d'une question commune à résoudre est faible. Il s'agit de s'assurer que les réclamations présentent un dénominateur commun, sans toutefois s'immiscer dans l'analyse de leur mérite. Il suffit de constater que les questions proposées sont identiques, similaires ou connexes à tous les membres du Groupe et qu'elles permettent de résoudre une partie substantielle du litige.

[32] En l'espèce, le cœur du débat annoncé se situe autour de la négligence alléguée de chacune des défenderesses qui l'auraient même érigée en système... Convenons a priori que le fardeau de preuve à cet égard posera sans doute un sérieux défi au demandeur. Malgré tout, le critère peu exigeant de l'article 575 (1) C.p.c. est tout de même rencontré.

**3.3 La composition du Groupe rend difficile ou peu pratique l'application des règles sur le mandat d'ester en justice pour le compte d'autrui ou sur la jonction d'instance.**

[33] Il s'agit d'examiner la composition du Groupe et l'opportunité d'utiliser le véhicule procédural de l'action collective plutôt que la voie ordinaire.

[34] Le demandeur allègue[19] que des milliers de joueurs ont évolué dans la LHJMQ depuis 1969, qu'il est impossible à ce stade de les retracer tous et de savoir lesquels ont subi des Abus. Il ajoute que ces derniers ne se connaissent pas, que les Abus se sont déroulés à différentes époques et à divers endroits. En conséquence, les règles du mandat ou de la jonction d'instance seraient difficilement applicables.

[35] Les Défenderesses soulignent qu'un recours similaire est introduit devant la Cour supérieure de l'Ontario, en l'occurrence l'affaire *Carcillo*, où une demande de certification d'un recours collectif a été déposée en 2020[20]. La LCH, la LHJMQ et ses dix-huit équipes y sont poursuivies pour des causes d'action comparables à celles de monsieur Latulippe.

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19 La demande par. 161.

20 R-32.

[36] La demande en question a été rejetée en février 2023 au profit d'un plan prévoyant la jonction d'actions de codemandeurs contre chacune de leurs équipes séparément, comportant des règles de procédures allégées, gérées par un seul et même juge. Le jugement approuvant ce plan[21] est lui aussi porté en appel.

[37] Pour le Tribunal, cette proposition se concilie mal avec le critère stipulé à l'article 575 (3) *C.p.c.* Au demeurant, on ignore pour l'instant l'issue du recours ontarien, lequel ne peut, dans le contexte de la présente affaire, avoir pour effet d'empêcher le Tribunal d'exercer sa compétence. Ce critère est donc également rencontré.

[38] Enfin et tel que mentionné au préalable, le quatrième critère de l'article 575 ne fait pas l'objet de contestation.

**POUR CES MOTIFS, LE TRIBUNAL :**

[39] **ACCUEILLE** la demande pour autorisation d'intenter une action collective et pour obtenir le statut de représentant;

[40] **AUTORISE** l'exercice d'une action collective sous la forme d'une demande introductive d'instance en dommages-intérêts;

[41] **ACCORDE** au demandeur le statut de représentant pour le compte du Groupe suivant :

> « Tous les joueurs de hockey qui ont subi des abus*, alors qu'ils étaient mineurs et évoluaient au sein de la Ligue de hockey junior majeur du Québec, et ce, depuis le 1er juillet 1969;
>
> * Le terme « **abus** » désigne toute forme d'agression physique, sexuelle et/ou psychologique, notamment le fait d'avoir été confinés, rasés, dénudés, drogués et/ou intoxiqués de force, forcés ou encouragés d'agresser physiquement et/ou sexuellement autrui, forcés de boire ou de manger de l'urine, de la salive, du sperme, des excréments et/ou d'autres substances abjectes, forcés de s'auto-infliger des blessures, ou forcés de commettre des actes de bestialité; »

[42] **IDENTIFIE** comme suit les principales questions de faits et de droit qui seront traitées collectivement :

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21 R-33.

1) Est-ce que des Abus sur des joueurs de hockey mineurs ont été commis au sein de la LHJMQ?

2) Est-ce qu'il existe une négligence systémique au sein des Défenderesses quant aux abus subis par les membres du Groupe?

3) Est-ce que les Défenderesses sont responsables en droit des abus subis par les membres du Groupe, alors qu'ils jouaient pour l'une des franchises de la LHJMQ en vertu du *Code civil du Québec* et/ou de la *Charte des droits et libertés de la personne*?

4) Est-ce que les Défenderesses doivent être tenues solidairement responsables des dommages non pécuniaires et pécuniaires subis par les membres du Groupe?

5) Quels sont les types de dommages communs aux victimes d'abus?

6) Est-ce que des paramètres de dommages peuvent être déterminés selon la gravité des abus perpétrés et/ou la gravité des séquelles et, si oui, lesquels?

7) Les Défenderesses ont-elles intentionnellement porté atteinte aux droits des membres du Groupe protégé par la *Charte des droits et libertés de la personne*?

8) Est-ce que les Défenderesses devraient payer des dommages punitifs et exemplaires considérant la gravité de leurs fautes et la nécessité de dissuader de tels comportements répréhensibles et intolérables dans notre société?

9) Dans l'affirmative, quel est le quantum des dommages-intérêts punitifs et exemplaires appropriés à être recouvrés collectivement, le tout pour punir et dissuader le comportement des Défenderesses?

10) Est-ce que les Défenderesses doivent être tenues solidairement responsables pour le paiement de dommages-intérêts punitifs et exemplaires?

[43] **IDENTIFIE** comme suit les conclusions recherchées par l'action collective :

**ACCUEILLIR** l'action du demandeur;

**CONDAMNER** solidairement les défenderesses à payer au demandeur la somme de 400 000 $ à titre de dommages non pécuniaires, avec intérêts à compter de la signification de la Demande pour autorisation d'intenter une action collective et pour obtention du statut de représentant, ainsi que l'indemnité additionnelle prévue par la loi à compter de cette date;

**CONDAMNER** solidairement les défenderesses à payer au demandeur la somme de 250 000 $ à titre de dommages pécuniaires, avec intérêts à compter de la signification de la Demande pour autorisation d'intenter une action collective et pour obtention du statut de représentant, ainsi que l'indemnité additionnelle prévue par la loi à compter de cette date;

**CONDAMNER** solidairement les défenderesses à payer une somme globale de 15 000 000 $ à titre de dommages-intérêts punitifs et exemplaires pour le compte du Groupe, avec intérêts à compter de la signification de la Demande pour autorisation d'intenter une action collective et pour obtention du statut de représentant, ainsi que l'indemnité additionnelle prévue par la loi à compter de cette date;

**DÉCLARER :**

a) Que tous les membres du Groupe sont en droit d'être indemnisés pour les dommages non pécuniaires subis en raison de la faute des Défenderesses incluant, mais non limitativement, tous les dommages moraux, les souffrances, troubles et autres inconvénients subis, selon des paramètres à être déterminés lors du procès sur les questions collectives;

b) Que tous les membres du Groupe sont en droit d'être indemnisés pour les dommages pécuniaires subis en raison de la faute des Défenderesses incluant, mais non limitativement, les pertes de revenus, la perte de capacité de gain et les déboursés reliés aux frais de thérapie;

**ORDONNER** le recouvrement individuel des réclamations des membres du Groupe pour les dommages-intérêts compensatoires en conformité avec les articles 599 à 601 *C.p.c.*;

**ORDONNER** le recouvrement collectif des réclamations pour dommages-intérêts punitifs et exemplaires et la liquidation des réclamations des membres du Groupe conformément aux dispositions prévues aux articles 595 à 598 *C.p.c.*;

**CONDAMNER** solidairement les Défenderesses aux coûts et aux frais reliés à l'administration et à la distribution des sommes aux membres du Groupe;

**CONDAMNER** solidairement les défenderesses à payer à chaque membre du Groupe les dommages-intérêts compensatoires qu'il a subi plus les intérêts au taux légal et l'indemnité additionnelle prévue à l'article 1619 du *Code civil du Québec* sur l'ensemble des montants, et ce, depuis la signification de la Demande pour autorisation d'intenter une action collective et pour obtention du statut de représentant;

**LE TOUT** avec les frais de justice, incluant tous les frais d'experts, de pièces et d'avis aux membres du Groupe;

[44] **DÉCLARE** qu'à moins d'exclusion, les membres du Groupe seront liés de la manière prévue par la loi par tout jugement à intervenir dans le cadre de la présente action collective;

[45] **FIXE** le délai d'exclusion à trente (30) jours après la date de publication de l'avis aux membres, délai à l'expiration duquel les membres du Groupe qui ne seront pas prévalu des moyens d'exclusions seront liés par tout jugement à intervenir sur la présente action collective;

[46] **ORDONNE** la publication d'un avis aux membres du Groupe selon les termes qui seront déterminés par le Tribunal et ce, aux frais des Défenderesses;

[47] **PERMET** que des pseudonymes soient utilisés en vue d'identifier les membres du Groupe (autre que le demandeur, qui a choisi de divulguer son nom) dans le cadre de procédures, de pièces ou de quelque autre document produit au dossier de la Cour, et ce en vue de préserver leur anonymat;

[48] **AVEC FRAIS** de justice.

**JACQUES G. BOUCHARD, J.C.S.**

Me David Stolow
Me Claudia Giroux
Me Robert Kugler
*Kugler Kandestin*
Pour le demandeur

Me Christian Trépanier
Me Mathieu Leblanc-Gagnon
*Fasken Martineau DuMoulin*
Pour les défenderesses

Date d'audience : 19 mars 2024
Domaine du droit : civil

**C A N A D A**
**PROVINCE DE QUÉBEC**
**DISTRICT DE QUÉBEC**

No : 200-06-000258-239

**C O U R  S U P É R I E U R E**
**(Action collective)**

**CARL LATULIPPE**, ayant son adresse professionnelle au 3111, avenue Watt, Québec, Québec, G1X 3W2;

Demandeur

c.

**LIGUE CANADIENNE DE HOCKEY**, organisation à but non lucratif, ayant son siège social au 2300, rue Yonge, bureau 1600, Toronto, Ontario, M4P 1E4;

et

**LIGUE DE HOCKEY JUNIOR MAJEUR DU QUÉBEC INC.**, personne morale sans but lucratif ayant son siège social au 101-1205, rue Ampère, Boucherville, Québec, J4B 7M6;

et

**LES SAGUENÉENS JUNIOR MAJEUR DE CHICOUTIMI**, personne morale sans but lucratif ayant son siège social au 643, rue Bégin, Chicoutimi, Québec, G7H 4N7;

et

**CLUB DE HOCKEY LES REMPARTS DE QUÉBEC (2014) INC.**, personne morale ayant son siège social au 612, rue Saint-Jacques, Montréal, Québec, H3C 4M8;

et

**CLUB DE HOCKEY JUNIOR MAJEUR DE BAIE-COMEAU INC.** également connue sous le nom de **LE DRAKKAR**, personne morale ayant son siège social au

19, avenue Marquette, Baie-Comeau, Québec, G4Z 1K5;

et

**LE CLUB DE HOCKEY L'OCÉANIC DE RIMOUSKI INC.**, personne morale ayant son siège social au 111, 2e rue Ouest, Rimouski, Québec, G5L 4X3;

et

**LES TIGRES DE VICTORIAVILLE (1991) INC.**, personne morale sans but lucratif ayant son siège social au 400, boul. Jutras Est, Victoriaville, Québec, G6P 0B8;

et

**CLUB DE HOCKEY SHAWINIGAN INC.**, également connue sous le nom de **CATARACTES DE SHAWINIGAN**, personne morale sans but lucratif ayant son siège social au 1, rue Jacques-Plante, Shawinigan, Québec, G9N 0B7;

et

**7759983 CANADA INC.,** également connue sous le nom de **CLUB DE HOCKEY LE PHOENIX DE SHERBROOKE**, personne morale ayant son siège social au 360, rue du Cégep, Sherbrooke, Québec, J1E 2J9;

et

**CLUB DE HOCKEY DRUMMOND INC.**, également connue sous le nom de **LES VOLTIGEURS DE DRUMMONDVILLE**, personne morale sans but lucratif ayant son siège social au 300, rue Cockburn, Drummondville, Québec, J2C 4L6;

et

**LE CLUB DE HOCKEY JUNIOR ARMADA INC.**, également connue sous le nom de **L'ARMADA DE BLAINVILLE-BOISBRIAND**, personne morale ayant son siège social au 612, rue Saint-Jacques, Montréal, Québec, H3C 4M8;

et

**LES OLYMPIQUES DE GATINEAU INC.**, personne morale ayant son siège social au 500, boulevard de la Cité, CP 103, Gatineau, Québec, J8T 0H4;

et

**LES FOREURS DE VAL D'OR (2012) INC.**, personne morale ayant son siège social au 810, 6e avenue, Val-d'Or, Québec, J9P 1B4;

et

**LES HUSKIES DE ROUYN-NORANDA INC.**, personne morale ayant son siège social au 218, avenue Murdoch, Rouyn-Noranda, Québec, J9X 1E6;

et

**LE TITAN ACADIE BATHURST (2013) INC.**, personne morale ayant son siège social au Centre régional K.C. Irving, 14, avenue Sean Couturier, Bathurst, Nouveau-Brunswick, E2A 6X2;

et

**CLUB DE HOCKEY LES WILDCATS DE MONCTON LIMITÉE**, personne morale ayant son siège social au 300, rue Union, Saint-Jean, Nouveau-Brunswick, E2L 4M3;

et

**SAINT JOHN MAJOR JUNIOR HOCKEY CLUB LIMITED**, également connue sous le nom de **SEA DOGS DE SAINT JOHN,** personne morale ayant son siège social au 99, rue Station, suite 200, Saint-Jean, Nouveau-Brunswick, E2L 4X4;

et

**CAPE BRETON MAJOR JUNIOR HOCKEY CLUB LIMITED PARTNERSHIP**, également connue sous le nom de **CAPE BRETON EAGLES HOCKEY CLUB**, ayant son siège social au 481, rue George, Sidney, Nouvelle-Écosse, B1P 6G9;

et

**HALIFAX MOOSEHEADS HOCKEY CLUB INC.**, personne morale ayant son siège social au 1500-1625, rue Grafton, Halifax, Nouvelle-Écosse, B3J 0E8;

et

**8515182 CANADA INC.**, également connue sous le nom de **ISLANDERS DE CHARLOTTETOWN**, personne morale ayant son siège social au 46, route Kensington, Charlottetown, Île-du-Prince-Édouard, C1A 5H7;

Défenderesses

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**DEMANDE POUR AUTORISATION D'INTENTER UNE ACTION COLLECTIVE ET POUR OBTENTION DU STATUT DE REPRÉSENTANT**
**(Articles 574 et suivants du *Code de procédure civile du Québec* (le *« C.p.c. »*))**

**À L'UN DES HONORABLES JUGES DE LA COUR SUPÉRIEURE DU QUÉBEC, SIÉGEANT DANS ET POUR DISTRICT DE QUÉBEC, LE DEMANDEUR EXPOSE RESPECTUEUSEMENT CE QUI SUIT :**

## I. LE GROUPE

1. Le demandeur demande l'autorisation d'intenter une action collective pour le compte des membres du groupe ci-après décrit, dont il fait lui-même partie :

> « Tous les joueurs de hockey qui ont subi des abus*****, alors qu'ils étaient mineurs et évoluaient au sein de la Ligue de hockey junior majeur du Québec (ci-après la « **LHJMQ** »), et ce, depuis le 1er juillet 1969 (ci-après le « **Groupe** »);
>
> Le Groupe exclut tous les joueurs qui, à la suite du jugement rendu le 3 février 2023 par la Cour supérieure de justice de l'Ontario dans l'affaire *Carcillo v. Canadian Hockey League*, 2023 ONSC 886 (ci-après le « **Dossier Carcillo** ») optent pour la participation à une action individuelle devant ladite cour;
>
> ***** Le terme « **abus** » désigne toute forme d'agression physique, sexuelle et/ou psychologique, notamment le fait d'avoir été confinés, rasés, dénudés, drogués et/ou intoxiqués de force, forcés ou encouragés d'agresser physiquement et/ou sexuellement autrui, forcés de boire ou de manger de l'urine, de la salive, du sperme, des excréments et/ou d'autres substances abjectes, forcés de s'auto-infliger des blessures, ou forcés de commettre des actes de bestialité;

2. Les défenderesses, alors qu'elles avaient l'obligation de protéger les membres du Groupe et de veiller à leur bien-être, ont été témoins de l'abus, l'ont encouragé, négligé, toléré, couvert ou ignoré;

3. En raison des gestes et des omissions des défenderesses, qui n'ont pas pris les mesures nécessaires afin de protéger les membres du Groupe, ces derniers ont subi des dommages dont la responsabilité incombe aux défenderesses;

4. Par l'action collective proposée, le demandeur désire permettre l'accès à la justice aux membres du Groupe et souhaite que les défenderesses soient condamnées pour leurs comportements répréhensibles et dévastateurs;

## II. LES PARTIES

### A. Le demandeur

5. Le demandeur, Carl Latulippe, est un homme âgé de 45 ans, résidant dans la ville de Québec, dans le district judiciaire de Québec;

6. Il a joué dans la LHJMQ pendant les saisons 1994-1995 et 1995-1996. Au cours de sa première année dans la LHJMQ, le demandeur, avec la connaissance et l'acceptation des adultes qui devaient veiller à son bien-être, a subi des bizutages, des brimades, et des abus sexuels, physiques et psychologiques;

7. Lorsqu'il avait 16 ans, le demandeur a été repêché au premier tour pour jouer à Chicoutimi au sein de Les Saguenéens pour la saison 1994-1995;

8. Durant le camp d'entraînement, lors d'une partie d'hockey hors concours à Chibougamau, le demandeur, en tant que recrue, a été victime de violences sexuelles par ses coéquipiers vétérans dans l'autobus les ramenant à Chicoutimi, alors que des entraîneurs se trouvaient à bord de l'autobus, étaient au courant de ce qui se passait, n'ont pas cessé les abus et, par leur, inaction, ont donné le message que ces abus étaient permis, que le abuseurs ne seraient pas punis, et que les recrues n'avaient pas de choix que de les endurer;

9. Les vétérans ont forcé les recrues, dont il faisait partie, à se dévêtir à l'arrière de l'autobus, à se masturber et à éjaculer dans un laps de temps donné, sans quoi ils devraient passer le reste du voyage, ou du moins une partie, nus dans les toilettes;

10. N'y étant pas parvenu, le demandeur et certaines des autres recrues se sont retrouvées entassés nus dans les toilettes pour une période indéterminée à la connaissance des entraineurs;

11. Depuis ce temps, le demandeur est claustrophobe et a de la difficulté à se retrouver dans des espaces clos ou restreints. Partir en voyage, comme prendre l'avion, est difficile et nécessite plusieurs semaines afin de gérer son anxiété face à la situation;

12. Suite à cet événement, le demandeur a quitté Les Saguenéens. À cette époque, il n'a pas été en mesure de verbaliser à ses agents ou son équipe les raisons de son départ, de peur d'être bloqué dans son cheminement futur et de l'atteinte de son rêve pour jouer dans la LNH (la Ligue nationale d'hockey);

13. Après quelques jours, l'entraîneur de l'époque de Les Saguenéens l'a convaincu de réintégrer l'équipe. Le demandeur lui a alors mentionné que les vétérans ne se comportaient pas bien envers les recrues, sans entrer dans les détails;

14. L'entraineur de l'époque lui a alors répondu qu'il fallait endurer ces comportements, que ceux-ci ne duraient qu'un an et que ça formait le caractère;

15. Lors de son retour au sein de Les Saguenéens, les abus ont continué;

16. En particulier, lors de sorties entre coéquipiers, par exemple dans les bars, les vétérans obligeaient les recrues à leur remettre leur paie, sous peine de se faire battre par les vétérans;

17. Les vétérans battaient les recrues à coup de barres de savon enroulées dans des serviettes pour ne pas laisser de traces;

18. À l'automne 1994, le demandeur a été échangé vers Drummondville, dans l'équipe Les Voltigeurs;

19. Le demandeur a été questionné à la suite d'un match opposant Les Voltigeurs aux Harfangs de Beauport auquel il assistait, tel qu'il appert de l'article du journal La Tribune, de Sherbrooke, du 12 novembre 1994, communiqué au soutien des présentes comme **pièce R-1**;

20. L'article R-1 mentionne, en parlant de Les Saguenéens :

> *« Là-bas, il y a les vétérans d'un bord et les recrues de l'autre bord.* […] *Quand je suis parti, certains disaient que c'était parce que je m'ennuyais de ma blonde, mais ce n'était pas ça du tout ».*

21. Et il ajoute que Les Voltigeurs l'ont bien accueilli et le traite comme un gars du gang et non comme une recrue;

22. À ce moment-là, le demandeur n'avait pas commencé à jouer pour Les Voltigeurs;

23. À son effarement, le demandeur a réalisé que des abus survenaient également dans cette équipe, au point où le demandeur et les autres recrues s'enduisaient de shampooing avant de se doucher afin que leur peau soit glissante et que les vétérans ne puissent pas les attraper dans les douches pour les agresser;

24. Le demandeur a été notamment témoin d'un coéquipier qui a été attrapé par un vétéran qui lui a inséré un ceintre dans l'anus, entraînant son déchirement;

25. Également, lors de la « soirée d'initiation » avec Les Voltigeurs, qui s'est déroulée dans un bar, les vétérans ont forcé les recrues, dont le demandeur, à boire de l'alcool, alors que ceux-ci avaient les mains attachées dans le dos. Ceux-ci devaient également se passer une mixture de nourriture de bouche en bouche, sans avaler, jusqu'à la dernière recrue, laquelle devait ultimement tout avaler;

26. Le demandeur a ultimement régurgité la mixture abjecte en question;

27. Le demandeur a quitté le bar tout de suite après cet événement, malgré qu'un vétéran ait tenté de l'en empêcher;

28. Le demandeur a fini la saison avec Les Voltigeurs;

29. Le demandeur a été échangé pour les Harfangs de Beauport, où il a joué quelques matchs de la saison 1995-1996. Les abus ont cessé à ce moment;

30. Pendant son passage au sein de Les Saguenéens et Les Voltigeurs, le demandeur a de plus subi et/ou été témoin d'autres abus, tels que :

    a. Se faire battre, de façon extrême, par le capitaine de son équipe après avoir refusé de se battre lors d'une partie de hockey; et

    b. Se faire agresser physiquement par le « *goon* » de l'équipe, à la demande des entraîneurs, lorsqu'une pratique se déroulait mal;

31. Les abus subis par le demandeur ont eu un impact sérieux sur sa vie. Il a souffert de divers types de séquelles qui sont fréquemment observés chez les survivants d'abus;

32. Après avoir quitté la LHJMQ en raison des abus dont il a été victime, le demandeur est devenu émotionnellement très fragile et anxieux et a perdu confiance en lui. Pour tenter de faire oublier les abus qu'il a subis, il a commencé à consommer de la drogue. Il a souffert, pendant une dizaine d'années, d'un problème sérieux de toxicomanie et d'une dépendance au jeu;

33. Au cours de cette période, il n'a pas pu maintenir ses revenus de manière responsable. Il a dépensé des sommes considérables pour financer ses dépendances et n'a pas été en mesure d'épargner. Il travaillait effectivement pour subvenir à ses addictions;

34. Tout cela a eu un impact négatif sur ses relations et a finalement conduit à la fin de sa relation avec sa femme;

35. À la suite des abus qu'il a subis pendant son séjour à la LHJMQ, le demandeur n'a jamais été capable de remettre les pieds dans un aréna de hockey. Il ne veut pas que son fils joue au hockey, de peur que celui-ci subisse les mêmes abus que ceux qu'il a vécus;

36. Le demandeur n'a jamais dénoncé à l'époque les abus subis, puisque pour lui, la dénonciation n'était pas une option;

37. Cela a pris de nombreuses années au demandeur pour trouver la force de pouvoir parler des abus qu'il a subis au sein de certaines équipes de la LHJMQ;

38. Ce n'est que récemment que le demandeur a pu réaliser que son passage dans la LHJMQ a été le déclencheur de plusieurs problèmes personnels, dont sa consommation passée excessive de stupéfiants;

39. Les abus subis par le demandeur l'affectent encore aujourd'hui. Il est toujours anxieux. Il souffre de claustrophobie et d'agoraphobie, et a du mal à se retrouver dans de grands groupes de personnes;

40. Le 3 avril 2023, un article de La Presse intitulé « Le rêve brisé de Carl Latulippe » rapportait une partie des abus vécus par le demandeur lors de son passage dans la LHJMQ, tel qu'il appert de cet article communiqué au soutien des présentes comme **pièce R-2**;

41. En conséquence de ce qui précède, le demandeur est en droit de réclamer une compensation en dommages-intérêts pour les préjudices non pécuniaires et pécuniaires et est en droit de réclamer des dommages-intérêts punitifs;

## B. La LCH

42. La défenderesse Ligue canadienne de hockey (ci-après « **LCH** »), anciennement connue sous le nom de Ligue canadienne de hockey junior majeur, est une organisation à but non lucratif constituée en vertu la *Loi canadienne sur les organisations à but non lucratif*, ayant son siège social en Ontario, tel qu'il appert du relevé d'information concernant les sociétés de régime fédéral communiqué au soutien des présentes comme **pièce R-3**;

43. La LCH a été fondée le 8 mai 1975 par la défenderesse LHJMQ et par la Ligue de hockey de l'Ontario (ci-après « **OHL** ») et la Ligue de hockey de l'Ouest (ci-après « **WHL** »). Elle est composée de ces trois ligues constituantes, tel qu'il appert d'un extrait du site web de la LCH, https://chl.ca/aboutthechl, communiqué au soutien des présentes comme **pièce R-4**;

44. Sur son site web (pièce R-4), la LCH se décrit comme suit :

> La Ligue canadienne de hockey est la plus importante ligue de développement de hockey au monde, avec 52 équipes canadiennes et huit équipes américaines qui participent à la Ligue de hockey junior majeur du Québec, à la Ligue de l'Ontario et à la Ligue de l'Ouest;

45. La LCH est l'organe directeur du hockey junior au Canada, tel qu'il appert de la déclaration sous serment de David Branch, ancien président de la LCH pour une période de vingt (20) ans à partir de 1996, déposée dans le cadre du dossier *Berg* v. *CHL et al.*, numéro de dossier CV-14-514423, datée du 23 décembre 2015 (ci-après la « **Déclaration Branch** »), communiquée au soutien des présentes comme **pièce R-5**;

46. La LCH est dirigée par un président qui rend compte à un conseil exécutif composé des commissaires des trois ligues. Le conseil exécutif rend compte au conseil d'administration, qui est composé du conseil exécutif et de deux personnes désignées par chaque ligue;

47. La LCH agit en tant qu'agent pour les activités commerciales des trois ligues qui le composent et fournit des services commerciaux auxdites ligues. Par exemple, la LCH distribue du financement aux équipes et aux ligues membres qu'elle obtient, par exemple, via une affiliation avec Hockey Canada;

48. L'âge des joueurs de la LCH varie entre 15 et 20 ans. Comme il ressort de la Déclaration Branch (au paragraphe 30), la majorité des joueurs de la LCH ont 18 ans ou moins, sont encore à l'école secondaire ou au CEGEP, et vivent seuls pour la première fois lorsqu'ils entrent dans la LCH;

49. Tel qu'il appert de la Déclaration Branch (pièce R-5), les objectifs de la LCH sont axés sur les joueurs et leur développement, et la qualité de leur expérience au sein des ligues est une priorité. Par exemple :

> *« 17. Our goals are to provide hockey training and development opportunities to talented adolescents; to foster their educational successes so they have career opportunities outside of hockey;* ***to supervise and take care of them while living away from home****; and to guide their character development as they grow into men. »* [soulignement et caractères gras ajoutés]

50. Le 5 octobre 2017, la LCH adoptait sa constitution, qui définit, entre autres, les rôles et responsabilités des ligues, dont la LHJMQ, et de leurs équipes membres respectives. La constitution est un accord unanime de ces membres;

51. Comme il ressort de sa constitution, la LCH reconnaît que son rôle consiste notamment à assurer la sécurité et le bien-être de ses joueurs. Selon sa constitution (dont des extraits sont cités dans le Jugement Carcillo, ci-après défini au paragraphe 123 des présentes), la mission de la LCH est la suivante :

> *« 3.1 The mission of the CHL is to provide the best amateur junior age hockey Players with highest-quality skills development and*

*training, participation in hockey competition on a regional and national basis, academic and player support services, funding for higher education, and access to professional hockey opportunities (the "CHL Mission").*

*3.2 To further the CHL Mission, the CHL is organized to:*

[…]

*(3) Ensure that the hockey players of Member Clubs (collectively, the "Players") are provided* ***with a safe and high-quality environment*** *that ensures that they develop as exceptional students and athletes;* […] *»* [soulignement et caractères gras ajoutés]

52. Également, les membres de la LCH, c'est-à-dire la LHJMQ, la OHL et la WHL, et leurs équipes, sont responsables, entre autres, de fournir aux joueurs un environnement sécuritaire sur la glace *et en dehors de la glace* :

*« 5.1 Each member shall be responsible to:*

[…]

*(3) Protect the integrity of CHL Hockey and the quality of the support to Players by ensuring that:*

*(a) Players receive instruction and skills development of the highest quality; quality secondary level education and academic support; a nurturing club; and a billet program which provides a family atmosphere;*

*(b) Players have a safe environment, both on and off the ice;*

[…] *»* [soulignement ajouté]

53. Dans un communiqué daté du 26 juin 2020, dont une copie est communiquée au soutien des présentes comme **pièce R-6**, la LCH reconnait que chaque année, elle est « chargée de veiller à la sécurité des 1 400 jeunes hommes qui jouent dans notre ligue » ("*are charged with the care and safety of the 1,400 young men who play in our league*");

## C. La LHJMQ

54. La LHJMQ est une personne morale sans but lucratif ayant son siège social à Boucherville, Québec, tel qu'il appert de l'état de renseignements d'une personne

morale au registre des entreprises du Québec communiqué au soutien des présentes comme **pièce R-7**;

55. La LHJMQ, au départ connu sous le nom de Ligue Junior A provinciale, est née en 1969 de la fusion de la Ligue provinciale de hockey junior du Québec et de la Ligue métropolitaine de hockey junior de Montréal, tel qu'il appert de la déclaration sous serment de Gilles Courteau (ci-après « **Courteau** »), ancien commissaire de la LHJMQ, datée du 1er novembre 2021 (la « **Déclaration Courteau** »), déposée dans le cadre du Dossier Carcillo et communiquée au soutien des présentes comme **pièce R-8**;

56. La LHJMQ chapeaute les équipes de hockey membres (les « **franchises** » ou « **équipes** ») établies dans la province de Québec et les provinces des maritimes;

57. La LHJMQ a pour mission de « [...] *faire évoluer le hockey par l'encadrement sportif et académique de ses joueurs d'élite* ***dans un environnement sécuritaire et formateur pour les préparer à leur vie d'adulte*** », [soulignement et caractères gras ajoutés] tel qu'il appert d'un extrait de son site internet, https://lhjmq.qc.ca/mission-lhjmq/, communiqué au soutien des présentes comme **pièce R-9**;

58. La LHJMQ reconnaît d'ailleurs qu'elle a une responsabilité et une obligation de protéger la sécurité de ses joueurs, tel qu'il appert de la Déclaration Courteau (pièce R-8, au paragraphe 16);

59. La LHJMQ est organisée et fonctionne conformément à ses politiques, ses constitutions et ses règlements. Ces politiques, constitutions et règlements créent des obligations entre la ligue et les équipes qui la composent;

60. La LHJMQ est dirigée par un commissionnaire qui peut imposer toute sanction jugée appropriée en cas de non-respect par les équipes des règlements de la LHJMQ et peut infliger des amendes aux équipes qui refusent de se conformer aux décisions du commissaire;

61. Le commissaire rend compte à un conseil d'administration composé d'un gouverneur nommé par chaque équipe;

62. Les constitutions et règlements de la LHJMQ exigent des équipes qu'elles adhèrent aux normes les plus élevées d'honnêteté, d'intégrité, de loyauté et de conduite éthique dans leur traitement des joueurs, dont les membres du Groupe;

63. Actuellement, il existe une dizaine de politiques et programmes en place dans la LHJMQ qui sont vaguement liés à la prévention et la dénonciation des abus, soit :

a) Le **Contrat d'engagement des joueurs**, mis en place en 1990, soit un document que tous les joueurs de la LHJMQ doivent signer avant le début de la saison qui atteste leur consentement à se conformer à toutes les politiques en place;

b) La **Politique antidiscriminatoire pour le respect de la diversité et de l'inclusion**, mise en place en 2006, qui stipule qu'aucune discrimination ne sera tolérée dans la LHJMQ et qui s'applique à tous les membres de la LHJMQ, y compris, les agents, les dirigeants, les administrateurs, les gestionnaires, les entraîneurs, les formateurs et les joueurs;

c) Le **Programme d'aide aux joueurs**, introduit en 2008, pour permettre aux joueurs et leur entourage de mieux gérer les défis dans leur vie et résoudre des problèmes personnels avant que ceux-ci ne deviennent plus sérieux, dont le harcèlement, la violence et les événements traumatisants, ainsi que de mettre en place un mécanisme de signalement des plaintes confidentiel;

d) La **Charte pour la prévention de la violence**, mise en place en 2009, qui établit la responsabilité de tout le personnel de la LHJMQ, y compris les joueurs, d'identifier et de prévenir tout comportement violent et qui donne à la ligue le pouvoir d'appliquer des sanctions en cas de violation de la politique, en fonction des circonstances;

e) Le **Programme Respect et Sport**, un programme en ligne offert par l'organisme privé indépendant Respect Group Inc., dont le suivi par les joueurs, la direction, les entraîneurs et le personnel des équipes de la LHJMQ est devenu obligatoire en 2010, qui est axé sur la prévention des brimades, du harcèlement, des abus et de la négligence, et sur le signalement des brimades, du harcèlement, des abus et de la négligence;

f) La **Politique sur l'usage des médias sociaux**, mise en place en 2013, qui interdit la publication de commentaires inappropriés ou discriminatoires sur les réseaux sociaux, ainsi que la production, le partage ou la divulgation de photos, vidéos ou commentaires qui font la promotion d'influences négatives ou criminelles par tout membre de la LHJMQ, y compris le personnel de la LHJMQ, les propriétaires, le personnel des équipes, les joueurs, les officiels sur et hors glace et à toute personne associés aux activités de la LHJMQ;

g) Le **Code d'éthique des joueurs**, mis en place en 2013, qui énonce les objectifs, les principes et les valeurs fondamentales de la LHJMQ, ainsi que les devoirs et obligations des joueurs, et les responsabilités des gestionnaires d'équipe et de ligue, y compris la responsabilité d'assurer la sécurité des joueurs;

h) Le **Guide de formation pour les familles d'accueil**, mis en place en 2014, qui, entre autres, décrit la procédure à suivre pour signaler toute préoccupation concernant la santé et la sécurité d'un joueur, y compris aux gestionnaires de la famille d'accueil, aux directeurs généraux des équipes de la LHJMQ, aux conseillers pédagogiques des équipes de la LHJMQ ou au directeur des services aux joueurs;

i) Le **Programme Parlons-en**, introduit en 2016, en collaboration avec l'Association canadienne de la santé mentale, afin d'offrir du support professionnel aux joueurs de la LHJMQ en matière de santé mentale;

j) La **Politique sur la prévention et le traitement du harcèlement et de la violence**, mise en place en 2020, qui prévoit une procédure ayant pour but de supporter les équipes qui le désirent, dans le traitement des signalements et plaintes reçus;

k) Le **Code de civilité**, introduit en 2020, qui énonce les attitudes et comportements encourager pour maintenir un milieu de travail respectueux, harmonieux et efficace au sein de la LHJMQ et de ses équipes;

tel qu'il appert de la Déclaration Courteau (pièce R-8) et d'une copie du mémoire datée du 21 février 2023 déposé par la LHJMQ dans le cadre des consultations tenues par la Commission de la culture et de l'éducation relativement à son mandat d'initiative portant sur les révélations de violence lors des initiations dans le milieu du hockey junior et la possible situation dans d'autres sports, communiquée au soutien des présentes comme **pièce R-10**;

## D. <u>Les équipes de la LHJMQ</u>

64. Les autres défenderesses sont les dix-huit (18) équipes actuelles de la LHJMQ;

65. Toutes les équipes de la LHJMQ sont membres de la LCH;

66. Le nombre d'équipes dans la LHJMQ, ainsi que le nom et localités de certaines d'entre elles ont évolué au fil des ans;

67. En <u>1969</u>, la LHJMQ était formée d'un total de onze (11) équipes. On retrouvait alors :

- les Rangers de Drummondville;
- les Remparts de Québec;
- les Bruins de Shawinigan;

- les Castors de Sherbrooke;
- les Éperviers de Sorel;
- les Ducs de Trois-Rivières;
- les Royals de Cornwall;
- les Saints de Laval;
- le National de Rosemont;
- les Alouettes de St-Jérôme et
- les Maple Leafs de Verdun;

68. En 1970, la LHJMQ était formée de dix (10) équipes, sans les Saints de Laval;

69. En 1971, la LHJMQ était toujours formée de dix (10) équipes, mais le National de Rosemont est devenu le National de Laval;

70. En 1972, la LHJMQ était formée de neuf (9) équipes, sans les Alouettes de St-Jérôme et les Maple Leafs de Verdun, mais avec l'arrivée du Bleu-Blanc-Rouge de Montréal;

71. En 1973, la LHJMQ était formée de onze (11) équipes. Les Bruins de Shawinigan deviennent les Dynamos, les Ducs de Trois-Rivières deviennent les Draveurs, le Bleu-Blanc-Rouge de Montréal devient le Junior de Montréal et s'ajoutent Les Saguenéens de Chicoutimi et les Festivals de Hull;

72. En 1974 et 1975, la LHJMQ était formée de dix (10) équipes, sans les Rangers de Drummondville depuis 1974;

73. En 1976 et 1977, la LHJMQ était toujours formée de dix (10) équipes, les Festivals de Hull étant devenus les Olympiques de Hull en 1976;

74. En 1978, la LHJMQ était toujours formée de dix (10) équipes, les Dynamos de Shawinigan étant devenus Les Cataractes;

75. En 1979 et 1980, la LHJMQ était toujours formée de dix (10) équipes, le National de Laval étant devenu les Voisins de Laval et les Éperviers de Verdun étant devenus les Éperviers de Verdun/Sorel en 1979;

76. En 1981, la LHJMQ était formée de neuf (9) équipes, sans les Royals de Cornwall et les Éperviers de Verdun/Sorel, mais avec l'ajout des Bisons de Granby;

77. En 1982 et 1983, la LHJMQ était formée de onze (11) équipes. En 1982, les Castors de Sherbrooke deviennent les Castors de St-Jean, le Junior de Montréal devient le Junior de Verdun et s'ajoutent les Voltigeurs de Drummondville et les Chevaliers de Longueuil;

78. En 1984, la LHJMQ était formée de onze (11) équipes; le Junior de Verdun devient le Canadien Junior de Verdun;

79. En 1985 et 1986, la LHJMQ était formée de dix (10) équipes, sans les Remparts de Québec et les Voisins de Laval deviennent le Titan de Laval en 1985;

80. En 1987, la LHJMQ était toujours formée de dix (10) équipes, sans les Chevaliers de Longueuil, mais avec l'arrivée des Tigres de Victoriaville;

81. En 1988, la LHJMQ était formée de onze (11) équipes avec l'ajout du Collège Français de Longueuil;

82. En 1989, la LHJMQ était formée de onze (11) équipes, sans le Canadien Junior de Verdun, mais avec l'ajout du Laser de St-Hyacinthe. De plus, les Castors de St-Jean deviennent les Lynx de St-Jean;

83. En 1990 et 1991, la LHJMQ était formée de douze (12) équipes avec l'arrivée des Harfangs de Beauport en 1990;

84. En 1992, la LHJMQ était toujours formée de douze (12) équipes, sans les Draveurs de Trois-Rivières, mais avec l'arrivée des Faucons de Sherbrooke;

85. En 1993, la LHJMQ était formée de treize (13) équipes avec l'arrivée des Foreurs de Val-d'Or;

86. En 1994, la LHJMQ était toujours formée de treize (13) équipes, sans le Collège Français de Longueuil, mais avec l'arrivée des Mooseheads d'Halifax. De plus, le Titan de Laval devient le Titan C.F. de Laval;

87. En 1995, la LHJMQ était formée de quatorze (14) équipes, sans les Lynx de St-Jean, mais avec l'arrivée des Alpines de Moncton et de l'Océanic de Rimouski. De plus, les Bisons de Granby deviennent les Prédateurs de Granby;

88. En 1996, la LHJMQ était toujours formée de quatorze (14) équipes, sans le Laser de St-Hyacinthe, mais avec l'arrivée des Huskies de Rouyn-Noranda. De plus, les Alpines de Moncton deviennent les Wildcats de Moncton;

89. En 1997, la LHJMQ était formée de quinze (15) équipes, sans les Prédateurs de Granby et les Harfangs de Beauport, mais avec l'arrivée du Drakkar de Baie-Comeau et des Screaming Eagles de Cape Breton et le retour des Remparts de Québec;

90. En 1998, la LHJMQ était toujours formée de quinze (15) équipes, sans le Titan C.F. de Laval, mais avec le Titan Acadie-Bathurst. De plus, les Faucons de Sherbrooke redeviennent les Castors de Sherbrooke;

91. En 1999, 2000, 2001 et 2002, la LHJMQ était formée de seize (16) équipes, avec l'arrivée du Rocket de Montréal en 1999;

92. En 2003 et 2004, la LHJMQ était toujours formée de seize (16) équipes, sans les Castors de Sherbrooke en 2003, mais avec l'arrivée des Maineiacs de Lewiston. La même année, soit en 2003, les Olympiques de Hull deviennent les Olympiques de Gatineau et le Rocket de Montréal devient le Rocket de l'Île-du-Prince-Édouard;

93. En 2005, 2006 et 2007, la LHJMQ était formée de dix-huit (18) équipes, avec l'arrivée des Sea Dogs de St-John et des Fog Devils de St-John en 2005;

94. En 2008, 2009 et 2010, la LHJMQ était toujours formée de dix-huit (18) équipes, sans les Fog Devils de St-John, mais avec l'ajout du Junior de Montréal en 2008;

95. En 2011, la LHJMQ était formée de dix-sept (17) équipes, sans les Maineiacs de Lewiston et le Junior de Montréal, mais avec l'arrivée de l'Armada de Bainville-Boisbriand;

96. En 2012, la LHJMQ était formée de dix-huit (18) équipes, avec l'arrivée du Phoenix de Sherbrooke;

97. En 2013, 2014, 2015, 2016 et 2017, la LHJMQ était toujours formée de dix-huit (18) équipes, sans le Rocket de l'Île-du-Prince-Édouard, mais avec l'arrivée des Islanders de Charlottetown en 2013;

98. Depuis 2018, la LHJMQ est toujours formée des dix-huit (18) mêmes équipes, mais les Screaming Eagles de Cape Breton sont devenus les Eagles de Cape Breton en 2018;

99. En tout temps où les équipes ci-haut mentionnées ont existé et été en opération, les joueurs y évoluant étaient également sous la responsabilité de la défenderesse LHJMQ;

100. Sur les dix-huit (18) équipes défenderesses, douze (12) d'entre elles ont leur siège social au Québec, à savoir :

a) Les Saguenéens juniors majeur de Chicoutimi (ci-après « **Les Saguenéens** »), tel qu'il appert de l'état de renseignements d'une personne morale au registre des entreprises du Québec communiqué au soutien des présentes comme **pièce R-11**;

b) Le Club de hockey les Remparts de Québec (2014) inc. (ci-après « **Les Remparts** »), tel qu'il appert de l'état de renseignements d'une personne morale au registre des entreprises du Québec communiqué au soutien des présentes comme **pièce R-12**;

c) Le Club de hockey junior majeur de Baie-Comeau inc., également connue sous le nom de Le Drakkar (ci-après « **Le Drakkar** »), tel qu'il appert de l'état de renseignements d'une personne morale au registre des entreprises du Québec communiqué au soutien des présentes comme **pièce R-13**;

d) Le Club de hockey l'Océanic de Rimouski inc. (ci-après « **L'Océanic** »), tel qu'il appert de l'état de renseignements d'une personne morale au registre des entreprises du Québec communiqué au soutien des présentes comme **pièce R-14**;

e) Les Tigres de Victoriaville (1991) inc. (ci-après « **Les Tigres** »), tel qu'il appert de l'état de renseignements d'une personne morale au registre des entreprises du Québec communiqué au soutien des présentes comme **pièce R-15**;

f) Le Club de hockey Shawinigan inc., également connue sous le nom de Les Cataractes de Shawinigan (ci-après « **Les Cataractes** »), tel qu'il appert de l'état de renseignements d'une personne morale au registre des entreprises du Québec communiqué au soutien des présentes comme **pièce R-16**;

g) 7759983 Canada inc., également connue sous le nom de Club de hockey Le Phoenix de Sherbrooke (ci-après « **Le Phoenix** »), tel qu'il appert de l'état de renseignements d'une personne morale au registre des entreprises du Québec communiqué au soutien des présentes comme **pièce R-17**;

h) Le Club de hockey Drummond inc., également connue sous le nom de Les Voltigeurs de Drummondville (ci-après « **Les Voltigeurs** »), tel qu'il appert de l'état de renseignements d'une personne morale au registre des

entreprises du Québec communiqué au soutien des présentes comme **pièce R-18**;

i) Le Club de hockey junior Armada inc., également connue sous le nom de l'Armada de Blainville-Boisbriand (ci-après « **L'Armada** »), tel qu'il appert de l'état de renseignements d'une personne morale au registre des entreprises du Québec communiqué au soutien des présentes comme **pièce R-19**;

j) Les Olympiques de Gatineau inc. (ci-après « **Les Olympiques** »), tel qu'il appert de l'état de renseignements d'une personne morale au registre des entreprises du Québec communiqué au soutien des présentes comme **pièce R-20**;

k) Les Foreurs de Val d'Or (2012) inc. (ci-après « **Les Foreurs** »), tel qu'il appert de l'état de renseignements d'une personne morale au registre des entreprises du Québec communiqué au soutien des présentes comme **pièce R-21**;

l) Les Huskies de Rouyn-Noranda inc. (ci-après « **Les Huskies** »), tel qu'il appert de l'état de renseignements d'une personne morale au registre des entreprises du Québec communiqué au soutien des présentes comme **pièce R-22**;

101. Sur les dix-huit (18) équipes défenderesses, trois (3) d'entre elles ont leur siège social au Nouveau-Brunswick, à savoir :

a) Le Titan Acadie Bathurst (2013) inc. (ci-après « **Le Titans** »), tel qu'il appert du relevé de la base de données du registre des affaires corporatives du Nouveau-Brunswick, communiqué au soutien des présentes comme **pièce R-23**;

b) Le Club de hockey Les Wildcats de Moncton Limitée (ci-après « **Les Wildcats** »), tel qu'il appert du relevé de la base de données du registre des affaires corporatives du Nouveau-Brunswick, communiqué au soutien des présentes comme **pièce R-24**;

c) Saint John Major Junior Hockey Club Limited également connue sous le nom de Sea Dogs de Saint John (ci-après « **Les Sea Dogs** »), tel qu'il appert du relevé de la base de données du registre des affaires corporatives du Nouveau-Brunswick, communiqué au soutien des présentes comme **pièce R-25**;

102. Sur les dix-huit (18) équipes défenderesses, deux (2) d'entre elles ont leur siège social en Nouvelle-Écosse, à savoir :

a) Cape Breton Major Junior Hockey Club Limited Partnership, également connue sous le nom de Cape Breton Eagles hockey club (ci-après « **Les Eagles** »), tel qu'il appert d'un extrait de la base de données des affaires corporatives de la Nouvelle-Écosse, communiqué au soutien des présentes comme **pièce R-26**;

b) Halifax Mooseheads Hockey Club Inc. (ci-après « **Les Mooseheads** »), tel qu'il appert d'un extrait de la base de données des affaires corporatives de la Nouvelle-Écosse, communiqué au soutien des présentes comme **pièce R-27**;

103. Sur les dix-huit (18) équipes défenderesses, une d'entre elles a son siège social à l'Île-du-Prince-Édouard, à savoir 8515182 Canada inc., également connue sous le nom de Islanders de Charlottetown (ci-après « **Les Islanders** »), tel qu'il appert du relevé d'information concernant les sociétés de régime fédéral communiqué au soutien des présentes comme **pièce R-28**;

104. Les équipes actuelles de la LHJMQ évoluent dans trois divisions, soit la division Est, la division Ouest et la division Maritimes comme suit :

| **Division Est** | **Division Ouest** | **Division Maritimes** |
|---|---|---|
| Les Saguenéens | Le Phoenix | Le Titan |
| Les Remparts | Les Voltigeurs | Les Wildcats |
| Le Drakkar | L'Armada | Les Sea Dogs |
| L'Océanic | Les Olympiques | Les Eagles |
| Les Tigres | Les Foreurs | Les Mooseheads |
| Les Cataractes | Les Huskies | Les Islanders |

## III. LES ABUS SUR LES MEMBRES DU GROUPE ET LA RESPONSABILITÉ DES DÉFENDERESSES

105. Les défenderesses sont solidairement responsables en droit de la création et de la tolérance d'une culture d'abus et de conduite criminelle à l'égard de joueurs mineurs qui comptaient sur les entraîneurs, les équipes et la ligue pour veiller à leur bien-être et pour les dommages subis par le demandeur et les membres du Groupe;

106. Chacune des défenderesses avait la responsabilité de protéger les membres du Groupe et a manqué à cette obligation;

107. Chacune des défenderesses savaient ou devaient savoir que des abus étaient commis au sein des équipes de la LHJMQ;

108. Le commissaire du LHJMQ et les autres commissaires faisant partie de la LCH, qui étaient parfaitement au courant des abus commis au sein de leurs ligues, ont tenu des réunions avec le LCH en sachant ce qui se passait et n'ont rien fait pour y mettre fin;

109. Il existe au sein de la LCH et la LHJMQ (et les autres ligues juniors majeurs d'hockey) un problème systémique de comportements abusifs envers les joueurs mineurs, exacerbé par une culture de silence qui est généralisée et soutenu par les défenderesses;

110. Dans sa déclaration sous serment pièce R-8, Courteau reconnaît qu'il y a des problèmes de bizutage au sein de la LHJMQ, et ce, **depuis ses 45 ans au sein de la LHJMQ** :

> *« 19. I acknowledge that, **over my 45 years with the QMJHL**, there have been problems related to hazing. These problems have been rooted in the conduct of individual perpetrators and specific QMJHL Teams that have acted inappropriately and well outside the expectations and standards of the QMJHL. I strongly condemn this behaviour. When problems arose, we took them seriously and addressed them, in part by implementing mandatory policies and programs at both the team and league level. »* [soulignement et caractères gras ajoutés]

111. Comme l'indique un article de La Presse du 23 mars 2023 intitulé « Démission de Gilles Courteau Le vent de face », dont copie est communiquée au soutien des présentes comme **pièce R-29**, Courteau a débuté dans la LMJHQ en 1975 comme statisticien avec les Draveurs de Trois-Rivières. Il a également agi pendant quelques années comme directeur général des Remparts de Québec, avant de devenir président de la LMJHQ en février 1986;

112. Les auteurs et/ou les parties impliquées dans les abus sont des joueurs seniors des équipes, des entraîneurs, des membres du personnel, des administrateurs et des employés, ainsi que des agents des équipes de la LHJMQ;

113. Les abus, qui sont de nature physique, sexuelle et psychologique, sont ignorés, et/ou tolérés par les adultes en position d'autorité et de pouvoir au sein des défenderesses;

114. Les défenderesses sont complices du maintien et de la poursuite de la culture du silence en ne prenant pas les mesures appropriées pour prévenir ou faire cesser l'abus et pour protéger les membres du Groupe;

115. Les défenderesses n'ont pas adopté et maintenu des politiques et procédures adéquates et efficaces pour protéger les membres du Groupe et/ou n'ont pas mis en œuvre leurs politiques déficientes. Cela a causé, contribué et perpétué une culture d'abus omniprésente;

116. Dans une lettre du 26 juillet 2022 transmise au ministre canadien des sports et les membres du comité permanent du patrimoine canadien dans le cadre d'enquête sur les violences sexuelles dans le hockey sur glace masculin canadien, une vingtaine d'experts soulignait l'omniprésence des abus dans le milieu du sport, particulièrement le hockey, tel qu'il appert d'une copie de cette lettre communiquée au soutien des présentes comme **pièce R-30**;

117. Dans cette lettre, les experts exposaient ce qui suit :

> *« The incidents in hockey are not caused by a few 'bad apples'. **These are systemic problems and a symptom of a deeply rooted culture in hockey** and other Canadian sports. These problems are particularly harmful to children, youth, and women.*
>
> *Research has found sexual assaults, abuse, and harassment are caused by a 'win at all costs' sport culture in hockey **which normalizes violence, aggression, drinking, bullying**, sexist and homophobic "banter", and the degradation of women and 2SLGBTQ+ people. This behaviour is often dismissed as 'boys being boys'.*
>
> *Over the last two-decades, researchers have consistently reported finding highly sexualized cultures in youth hockey settings, particularly at the elite and highly competitive levels. They have found violent language such as "a kill" or "pumping" used to describe sex with women. […]*
>
> ***However, it is critical to highlight that there is extensive evidence that men are also harmed and they are often the victims of sexual violence**. This is illustrated by the evidence provided by former hockey players pursuing a class action lawsuit against Canadian and American hockey leagues for "systemic abuse suffered by young players" which they claim included "widespread and ritualized hazing, racism, homophobia, sexual and physical abuse." Reviews of research by the IOC and*

> *sports medicine bodies have found this type of sport culture is harmful to the mental and physical health of athletes, negatively impacts their performance, and is a key risk factor for substance abuse, suicide, and self-harm.*
>
> […]
>
> ***Athletes experience intense pressures to conform to others and experience career-limiting repercussions if they break the 'code of silence' around harmful behaviours**. This is why a video of a woman allegedly being sexually assaulted in 2003 has only now become public.*
>
> *If hockey commentators and corporate sponsors truly want change to occur they must stop framing the problems detailed in this letter as "rare" violations of "zero tolerance policies". **These problems are not rare, they are endemic, particularly in elite junior hockey** and in other elite male-dominated sports. This type of misleading 'crisis management' framing reflects a lack of engagement with scientific research and it is harmful. This harm is explained by the IOC's 2016 scientific "Consensus Statement" which concluded that:*
>
> *"Passive attitudes/non-intervention, denial or silence by people in positions of power in sport (particularly bystanders) and lack of formal accountability all create the impression for victims that such behaviours are legally and socially acceptable, and that those in sport are powerless to speak out against them; this bystander effect can compound the initial psychological trauma".* [soulignement et caractères gras ajoutés]

118. Ces comportements abusifs existent depuis des années parmi les équipes actuelles et passées de la LHJMQ et sont toujours présents à ce jour;

119. Le cas du demandeur n'est qu'un exemple parmi tant d'autres;

120. Le 5 juin 2018, dans le cadre d'une entrevue sur les ondes de « Du Sport le Matin », l'ancien joueur de hockey Gilles Lupien, maintenant agent de joueurs de hockey, révélait avoir dénoncé au président de la LHJMQ les inconduites sexuelles vécues par l'un de ses joueurs aux mains de l'entraîneur de Les Voltigeurs de l'époque, Jacques Bégin, et s'être fait rire « en pleine face », tel qu'il appert de l'article intitulé « LHJMQ : Une vieille histoire d'agression sexuelle et une réaction inappropriée du président », daté du 5 juin 2018, communiqué au soutien des présentes comme **pièce R-31**;

121. L'article note que deux anciens joueurs qui avaient été victimes du comportement sexuel inapproprié de l'entraineur ont porté des plaintes à la police en 1989, menant à son arrestation;

122. Le 18 juin 2020, dans le Dossier Carcillo, une action collective proposée a été déposée en Ontario contre la LCH, la LHJMQ, la OHL, la WHL et une multitude d'équipes de hockey, dont celles de la LHJMQ, en lien avec les abus subis par les joueurs lors de leur passage dans les ligues juniors majeures (ci-après, l' « **Action collective proposée Carcillo** »), tel qu'il appert d'une copie du *Amended Statement of Claim* dans le Dossier Carcillo, datée du 19 mai 2021, communiquée au soutien des présentes comme **pièce R-32**;

123. Par jugement en date du 3 février 2023, la Cour supérieure de justice de l'Ontario (par le juge Perell), sur la base de motifs qui ne s'appliquent pas en l'espèce, n'a pas certifié l'Action collective proposée Carcillo (*Carcillo v. Canadian Hockey League*, 2023 ONSC 886) (ci-après, le « **Jugement Carcillo** »). Cependant, le tribunal a suspendu son ordonnance rejetant l'Action collective proposée Carcillo et sur la base du fait, *qui a été reconnu par les défendereses*, que les membres proposés devraient avoir accès à la justice dans cette affaire « for the disgraceful wrongdoings that have occured » (paragraphe 17 du jugement), a autorisé les demandeurs à déposer une « Individual Issues Protocol » pour permettre le dépôt d'actions individuelles devant cette cour qui pourraient être jointes. Une copie du Jugement Carcillo est communiquée au soutien des présentes comme **pièce R-33**;

124. Le 26 juin 2020, suivant le dépôt de l'Action collective proposée Carcillo, la LCH désignait un comité d'examen indépendant (ci-après « **CEI** ») pour passer en revue les politiques, les procédures et les programmes de formation actuels des différentes ligues qui relèvent de la LCH;

125. Le 31 octobre 2020, le CEI rendait son rapport dans lequel il émettait plusieurs constatations sur l'existence d'abus au sein des équipes et de leur ligue, tel qu'il appert d'une copie du rapport du CEI daté du 31 octobre 2020, communiqué au soutien des présentes comme **pièce R-34**;

126. Les constatations de la CEI sont comme suit :

> ***« RÉSUMÉ DES CONSTATATIONS***
>
> ***CONSTATATION N° 1***
>
> *Les comportements répréhensibles en dehors de la glace, notamment l'intimidation, le harcèlement et la discrimination, existent au sein de la LCH.*

***CONSTATATION N° 2***

*Au sein de la LCH, la maltraitance est devenue une norme ancrée en raison de la culture systémique qui y règne. La nature systémique du problème se traduit également par un état d'acceptation qui se perpétue ainsi que par l'absence de changement. La maltraitance peut être acceptée comme un comportement normal pour diverses raisons, qu'il s'agisse de l'acceptation générale, de la pression ressentie, de la désensibilisation ou du fait de ne pas comprendre la différence entre un comportement acceptable et un comportement inacceptable. La loi du silence qui entoure la maltraitance favorise sa perpétuation. Tous ces facteurs contribuent à un manque de déclaration des incidents.*

***CONSTATATION N° 3***

*Du point de vue structurel, il existe une déficience systémique vis-à-vis du soutien et du mentorat des entraîneurs et des directeurs généraux, tant pour ce qui est de l'adoption de méthodes d'entraînement éthiques que pour ce qui est de contrer les comportements répréhensibles en dehors de la glace au quotidien.*

[...]

***CONSTATATION N° 5***

*Les incidents de comportements répréhensibles en dehors de la glace ne sont pas déclarés au sein de la LCH. Parmi les raisons menant au manque de déclarations des incidents, notons :*

- *l'acceptation de ces comportements en tant que comportements « normaux » pour ce sport;*
- *le fait de ne pas reconnaître qu'un incident digne d'être déclaré s'est produit (définitions ambiguës);*
- *la loi du silence;*
- *le fait de ne pas savoir comment s'y prendre pour faire une déclaration;*

- *le manque de confiance envers les personnes recevant les déclarations;*

- *la peur (de représailles, de gâcher une carrière ou de subir d'autres actes de maltraitance, etc.);*

- *la loyauté;*

- *une conviction selon laquelle les conséquences seront insuffisantes.*

[...]

***CONSTATATION N° 7***

*Le comité a constaté qu'à l'échelle de la LCH, il n'existe pas de processus clair et intégré de déclaration des incidents. Les observations suivantes ont été faites :*

a) *il n'y a pas de protocole clair à suivre pour déclarer les événements, enquêter à leur sujet et imposer des mesures disciplinaires;*

b) *il est difficile, voire impossible, de trouver les politiques sur tous les sites Web;*

c) *les politiques des diverses ligues portent à confusion, et il manque de définitions;*

d) *il existe de la confusion quant à ce qui constitue de la maltraitance et à la marche à suivre pour faire une déclaration;*

e) *les politiques en matière de maltraitance ne sont pas enseignées;*

f) *contrairement aux directeurs généraux, aux entraîneurs et aux familles d'accueil, les joueurs, les parents ou les officiels ne sont pas obligés de suivre la formation de Respect et Sport.*

***CONSTATATION N° 8***

*Les politiques et les procédures qui existent déjà au sujet des comportements répréhensibles en dehors de la glace présentent les faiblesses suivantes :*

a) *il existe des politiques pour chacune des trois ligues de la LCH. Il n'y a toutefois pas de politiques uniformes au sein de la LCH (pour ce qui est du contenu, de la formation et de la mise en application). Les trois ligues ont le même objectif, soit la protection des joueurs, mais les ressources de chacune des ligues se font rares pour arriver au même objectif;*

b) *de nombreuses politiques et procédures ne sont pas claires et pourraient exiger une interprétation. Les politiques et les procédures doivent être assorties de définitions et d'exemples de maltraitance;*

c) *les politiques et les procédures ne sont pas bien organisées ou cohérentes. Il semblerait que de nouvelles politiques ont été ajoutées aux anciennes au lieu d'avoir été intégrées au bon endroit ou d'avoir fait la mise à jour des politiques et des procédures déjà en vigueur. Elles ne sont pas numérotées, et il n'existe pas de « registre » ou de tableau complet indiquant quelles politiques et procédures s'appliquent aux personnes suivantes : le propriétaire, le directeur général, l'entraîneur, le personnel, le joueur ou la famille d'accueil;*

d) *la formation au sujet des politiques et des procédures n'est donnée qu'une seule fois, brièvement, en début de saison;*

e) *il est impossible de trouver les politiques et les procédures dans le site Web de toutes les ligues, ce qui soulève une question, à savoir dans quelle mesure elles sont accessibles aux joueurs et aux autres personnes intéressées;*

f) *il n'existe pas de politiques et de procédures pour différencier les joueurs selon leur âge. La composition des joueurs de la LCH varie d'enfants de 15 ans à des adultes de 20 ans;*

*g) seulement une des trois ligues membres de la LCH est dotée d'une politique de dénonciation des comportements répréhensibles en dehors de la glace;*

*h) les politiques et les procédures ne font pas l'objet d'un examen et d'une mise à jour annuels.*

[...]

***CONSTATATION N° 13***

*À l'échelle de la CHL, il n'y a pas de rôle qui s'occupe de superviser la sécurité des joueurs et de créer des politiques et des procédures uniformes pour l'ensemble du Canada. Au sein de chacune des trois ligues de la LCH, il n'y a pas de postes cohérents assurant la supervision de tous les aspects de la sécurité des joueurs, notamment en ce qui a trait à l'uniformité, à l'intégration des programmes, des politiques, des procédures et de la formation, à la collecte et à la surveillance des données ainsi qu'à l'amélioration continue de l'enjeu de la maltraitance des joueurs. De même, cette responsabilité n'existe pas au niveau des équipes. Le fait de ne pas déléguer cette responsabilité à une personne en particulier (ce qui signifie que « tout le monde » est responsable) fait en sorte que personne n'en est responsable au bout du compte. Dans de telles circonstances, il est possible que des choses soient négligées et que les situations ne soient pas toutes traitées de la même façon. »* [nos soulignements]

127. Dans le cadre de son enquête, le CEI a mandaté la firme de sondage Léger pour sonder les directeurs généraux, les entraîneurs, le personnel, les joueurs et les familles des membres de la LCH au cours des trois dernières années, tel qu'il appert de R-34 à la page 17;

128. Ce sondage a révélé que :

- 52% des familles des joueurs et 40% du personnel de la LCH croient que l'intimidation est un problème dans la LCH;

- 41% des familles pensent que le harcèlement et la discrimination au sein de la LCH sont un problème;

- 45% des joueurs, 45% des familles de joueurs et 32% du personnel ont entendu parler de cas ou de situations

d'intimidation ou de harcèlement dans la LCH, autres que ceux rapportés dans les médias, au cours des quatre dernières années;

- 12% des participants à l'enquête ont déclaré avoir été personnellement victimes de brimades ou de harcèlement lorsqu'ils jouaient dans les ligues;

- 3% des joueurs, 12% des membres de la famille, 21% du personnel et 15% des entraîneurs ont signalé des cas d'intimidation, de harcèlement ou de bizutage;

- 0% des directeurs généraux ont signalé des cas d'intimidation, de harcèlement ou de bizutage;

tel qu'il appert d'une copie du rapport intitulé « Le harcèlement et l'intimidation dans la ligue canadienne de hockey » de la firme de sondage Léger daté du 13 octobre 2020, communiquée au soutien des présentes comme **pièce R-35**;

129. Bien que le rapport du CEI (pièce R-34) et le rapport de la firme Léger (pièce R-35) aient été communiqués au moins dès octobre 2020 à la LCH, celle-ci ne l'a rendu public que le 21 janvier 2022;

130. Le paragraphe 72 du Jugement Carcillo traite notamment des agressions sexuelles qui sont encouragées. Il ne faut donc pas se surprendre de lire, par exemples, les cas suivants rapportés dans les médias :

a. À l'automne 2016, au moins deux joueurs de l'équipe de Les Voltigeurs ont agressé sexuellement une adolescente de 15 ans lors d'un viol collectif, tel qu'il appert de l'article de Radio-Canada intitulé « Accusations de viol collectif impliquant des hockeyeurs juniors » daté du 13 décembre 2022, communiqué au soutien des présentes comme **pièce R-36**;

b. Cet article rapporte également d'autres cas de viols collectifs et d'agressions sexuelles par des joueurs de la LHJMQ, soit des joueurs des équipes Les Olympiques et Les Tigres;

131. D'ailleurs, dans le Jugement Carcillo (pièce R-33), en lien avec le rapport du CEI (pièce R-34) et le rapport de la firme Léger (pièce R-35), le juge Perell a souligné ce qui suit :

> *« [129] <u>The IRP Report that revealed the pervasive wrongdoing</u> <u>**at many if not all the teams of the CHL**</u> was completed on*

*October 31, 2020. The IRP Report made 13 recommendations. The report was not immediately released to the public.*

*[130] As a witness for the certification motion, Sheldon Kennedy testified that there was a culture of silence and abuse amongst the teams of the CHL and it was the same culture that he experienced when playing in the CHL in the early 1980s.*

[…]

*[134] Accepting the evidence of Messrs. Andrews, Bricknell, Carcillo, Chiarello, Clarke, Festarini, Fritsche, Hammet, Howery, Jellio, Kennedy, Ledlin, Munce, Pszenyczny, Doug Smith, Strait, Taylor and Quirk, which I do, that evidence and the IRP Report, the survey reports, and Ms. Turnpenny's Report provide some basis of fact for the allegations of Messrs. Carcillo, Taylor, and Quirk.* ***Bullying, harassment, hazing, and criminal conduct is pervasive amongst*** *the teams of the WHL, the teams of the OHL,* ***the teams of the QMJHL****, and the teams of the CHL. Discrete wrongdoing by the Defendants was pervasive, and to the shame of the perpetrators and their enablers discrete wrongdoing has been pervasive for decades.*

*[135] The Defendants argue that the findings of the Léger Survey that 12% of survey participants reported personally experiencing undefined "bullying" or harassment does not logically imply any legally meaningful institutional flaw or common cause that could ground negligence with respect to the implementation of policies, programs, and procedures across the 60 separate teams, the three separate leagues and the CHL. This argument is both wrong and off-target.*

*[136] The Defendants' argument is wrong because the Léger Survey revealed pervasive misconduct, including the revelation that 45% of players, heard of wrongful conduct. The reports of personal experience by 12% of the players are obviously underreported, perhaps because the reporters had suppressed their memories or perhaps because the players did not wish to admit that they were both victims and perpetrators of abuse.*

*[137] But, in any event, the Defendants' argument is off-target because the existence of institutional flaws to ground negligence is a matter of fact, not a matter of logic. There is some basis in fact to conclude that negligence was pervasive.»* (paragraphes

129 à 130 et 134 à 137) [soulignement et caractères gras ajoutés]

132. Également, dans le Jugement Carcillo, bien que celui-ci ne lie pas les tribunaux du Québec et notant le standard plus élevé pour la certification d'une action collective en Ontario, le juge Perell reconnaît que les membres ayant joué dans la LHJMQ ont une cause d'action contre la LCH, la LHJMQ, et les équipes de la LHJMQ pour lesquelles ils ont joué. Le juge Perell s'exprime ainsi à cet effet :

> *« [267] As foreshadowed above, it is my conclusion that Mr. Quirk and the individual putative Class Members who played in the QMJHL satisfy the cause of action criterion with respect to the Québec causes of action. As individuals, the putative Class Members that played for teams in the QMJHL have cause of actions as against the team or teams for whom they were players in Québec.*
>
> *[268] The Civil Code of Quebec creates a general framework for extracontractual liability. A claimant must establish fault, damage, and causation. A person commits a fault by acting in a manner that departs from the conduct of a reasonable, prudent, and diligent person in the same circumstances.*
>
> *[269] The question of whether the Defendants as discrete entities severally fell below that standard of conduct and committed an actionable civil fault could have satisfied the cause of action criterion.*
>
> *[270] The Québec Charter protects rights to life, "personal security, inviolability and freedom," and to "the safeguard of his dignity, honour and reputation." Children have the "right to the protection, security and attention that his parents or the persons acting in their stead are capable of providing." The evidence on this motion describes violations of players' freedom, dignity, and inviolability, and failures to protect children. The question of whether the conduct of the Defendants as discrete entities interfered with the rights and freedoms of the players protected by the Quebec Charter could have satisfied the cause of action criterion.*
>
> *[271] The cause of action criterion for breaches of the Québec causes of action would or could have been satisfied as against the teams of QMJHL with and CHL and the QMJHL as co-defendants. However, once again, that is not the class action that is proposed by Mr. Quirk. »* (paragraphes 267 à 271) [nous soulignons]

133. Le 13 février 2023, Radio-Canada publiait une chronique résumant les constats et conclusions du Jugement Carcillo (pièce R-33), le tout tel qu'il appert de l'article de Radio-Canada intitulé « La torture, le viol et l'humiliation dans un aréna près de chez vous », daté du 13 février 2023, communiqué au soutien des présentes comme **pièce R-37**;

134. Dans la foulée des révélations contenues dans le Jugement Carcillo, et des divers articles et reportages parus dans les médias portant sur la culture toxique régnant au sein de certains milieux sportifs, dont l'article R-37, l'Assemblée Nationale du Québec s'est penchée, à compter du 16 février 2023, sur la possibilité que la Commission de la culture et de l'éducation (ci-après la « **Commission** ») se saisisse d'un mandat d'initiative portant sur de récentes révélations dans le milieu du hockey junior;

135. Les travaux de la Commission, consultations particulières et auditions publiques se sont ainsi déroulées entre le 16 février et le 30 mars 2023, la dernière séance du 30 mars 2023 visant à déterminer les observations, conclusions ou recommandations de la Commission à la suite des consultations particulières et auditions publiques sur le mandat d'initiative portant sur les révélations de violence lors des initiations dans le milieu du hockey junior;

136. Dans le cadre de ce mandat, plusieurs acteurs et intervenants du milieu du hockey junior et nommément de la LHJMQ, ont comparu, notamment, Courteau. Courteau y avait alors témoigné qu'il n'avait jamais eu personnellement connaissance de situations ou d'évènements tels que ceux mentionnés aux présentes, s'efforçant de mettre de l'avant les diverses politiques prétendument mises en place, principalement entre les années 2006 et 2020;

137. Quelques jours après avoir été confronté à la déclaration sous serment de Stephen Quirk, ancien jouer dans la LHJMQ et l'un des demandeurs dans le cadre du Dossier Carcillo, Courteau a subitement donné sa démission, tel qu'il appert de l'article de La Presse « Démission de Gilles Courteau – Le vent de face », daté du 6 mars 2023 (pièce R-29);

138. Loin d'avoir établi l'inexistence des abus et de la culture existant au sein de la LCH et de la LHJMQ, les travaux de la Commission et la couverture médiatique qui s'en est suivie ont mené à ce que certains anciens joueurs, prennent publiquement la parole, pour confirmer l'existence des faits et des évènements décrits aux présentes;

139. Dans l'article de La Presse « Le rêve brisé de Carl Latulippe » Pièce R-2, un ancien joueur de Les Saguenéens de Chicoutimi, qui a joué à la même époque que le demandeur, confirmait sa version des faits quant aux abus subis et ajoutait ce qui suit :

> *« « Des claques en arrière de la tête et des coups de poing sur la gueule », Luc* [nom fictif qui lui a été attribué pour conserver son anonymat] *en a vu. Beaucoup. Il témoigne aussi que des joueurs ont été enfermés dans des toilettes d'autobus.*
>
> *La première saison d'une recrue était longue, raconte-t-il. Attacher les patins des vétérans, transporter leur équipement ou aller leur acheter des boissons gazeuses étaient autant d'ordres qui, s'ils n'étaient pas exécutés, engendraient des conséquences. Les premières semaines du calendrier étaient particulièrement pénibles.*
>
> *Draguer une fille dans un bar valait de se faire demander de « décalisser » des lieux par les joueurs plus âgés. Les défier signifiait d'en payer le prix le lendemain à l'aréna.*
>
> *Luc n'a pas assisté à des séances de masturbation forcée, mais il assure avoir vu des coéquipiers se toucher sans gêne dans l'autobus, alors qu'était diffusé un film pornographique.*
>
> *Selon lui, au moins une recrue a dû, après un match sur la route, s'asseoir sur un siège d'autobus où se trouvait le sperme d'un vétéran qui, quelques minutes plus tôt, avait eu une relation sexuelle avec une jeune femme à bord du véhicule. « J'ai fait exprès parce que je savais que tu allais t'asseoir là », aurait dit ce joueur. »* [nous soulignons]

140. Le 4 avril 2023, un article du Soleil révélait que Yanick Lehoux, ancien joueur chez Le Drakkar, avait été victime d'intimidation et de gestes dégradants alors qu'il jouait pour cette équipe en 1998, le tout tel qu'il appert de l'article du Soleil intitulé « Sévices au hockey junior: « Le débat est rendu hypocrite », dit Yanick Lehoux », daté du 4 avril 2023, communiqué au soutien des présentes comme **pièce R-38**;

141. Sans entrer dans les détails, dans R-38, M. Lehoux déclarait ce qui suit au Soleil :

> *« Si le père de deux enfants ne veut pas entrer dans les détails scabreux de ce qui lui est arrivé dans la LHJMQ, « ce n'est pas pour cultiver la culture du silence, mais c'est fait et les histoires, on les a entendues ».*
>
> *Le représentant en orthopédie se dit « tanné» de lire et d'entendre les cas racontés dans les médias et il en veut à ceux qui ne savent pas reconnaître les abus du passé alors que ces histoires se racontent depuis des années dans les rassemblements d'anciens.*

> *« Pendant 20 ans, tout le monde trouvait ça drôle et se disait : "Ça n'avait pas de bon sens, je ne peux pas croire que les gens faisaient ça!" Et tout d'un coup, tout le monde est offensé. Il n'y a rien de nouveau là-dedans. Que les joueurs et les entraîneurs de l'époque, de façon unanime, disent qu'ils n'ont jamais vu ou entendu une histoire comme celle-là? Comme on, c'est non!* ***Tout le monde a passé à travers ça, c'était comme ça****.»*
>
> [...]
>
> *« Personne ne veut être associé à ça, mais on l'a tous fait, poursuit Lehoux. On n'a pas été gentil avec les recrues, je demandais à des recrues de me détacher mes patins et on se trouvait drôle. C'était un peu de l'intimidation. Je ne pense pas que ce soit le cas, mais si j'ai fait des trucs déplorables à des recrues, j'en suis désolé et on peut en parler. Nier le problème et dire qu'on n'a rien vu, c'est hypocrite. Le débat est rendu hypocrite. Ce n'est pas correct envers ceux à qui c'est arrivé et pour qui c'est encore difficile. »* [soulignement et caractères gras ajoutés]

142. Les défenderesses sont solidairement responsables en droit des dommages subis par le demandeur et les membres du Groupe en raison des abus commis sur les joueurs mineurs aux mains des coéquipiers, des entraîneurs, du personnel des équipes et/ou des agents, employés et préposés de la LHJMQ;

143. En tout temps pertinent aux présentes, les défenderesses :

a. Savaient ou devaient savoir que des abus étaient perpétrés au sein des équipes de la LHJMQ, que ce soit sur la glace et/ou hors la glace et ont fait preuve d'aveuglement volontaire;

b. Ont omis d'assurer la sécurité et la protection des joueurs mineurs sous leur autorité et leur soin;

c. Ont omis d'instaurer des politiques appropriées et/ou en temps utile pour assurer la protection des membres du Groupe et permettre et/ou faciliter la dénonciation des abus au sein de la LHJMQ; et

d. Ont permis et toléré que règne une loi du silence face aux abus;

144. À cet effet, le CEI, dans son rapport R-34, indique ce qui suit quant aux politiques et programmes mis en place par la LCH et ses ligues, dont la LHJMQ :

*« Le comité a constaté que les incidents de comportements répréhensibles en dehors de la glace n'étaient pas déclarés pour diverses raisons, dont : l'acceptation en tant que comportement « normal » pour ce sport, le fait de ne pas reconnaître qu'un incident digne d'être déclaré s'est produit (définitions ambiguës dans les politiques ou les programmes de formation), la loi du silence, le fait de ne pas savoir comment s'y prendre pour faire une déclaration, le manque de confiance envers les personnes recevant les déclarations, la peur (de représailles, de gâcher une carrière ou de subir d'autres actes de maltraitance), la loyauté ou une conviction selon laquelle les conséquences ne seront pas suffisantes.*

*Au Canada, le sport est la seule organisation autonome autoréglementée qui concerne des enfants. Au sein de la LCH, chacune des trois ligues qui en font partie impose ses propres règlements en matière de comportements répréhensibles en dehors de la glace. Selon le comité, cela engendre un manque d'indépendance et compromet l'intégrité du processus, l'autoréglementation du processus de déclaration des incidents et les enquêtes relatives aux incidents, au point de rendre vaines les mesures disciplinaires imposées par les trois ligues. La LCH doit se doter d'un processus uniforme pour toute la ligue, faisant notamment appel à un tiers indépendant pour s'occuper de la réception des déclarations d'incidents de maltraitance et des enquêtes de ses trois ligues. La LCH doit également former un groupe de travail disciplinaire indépendant composé d'experts en la matière afin que les incidents de maltraitance soient gérés de manière cohérente.* [...]

[...]

*Le comité reconnaît que chacune des ligues relevant de la LCH a bien agi en procédant, il y a quatre ans, à la mise à jour de ses politiques et procédures. Cependant, il existe de nombreuses faiblesses à cet égard. Parmi les faiblesses les plus évidentes, notons l'absence d'une série intégrée et cohérente de politiques et de procédures pour l'ensemble de la LCH, et le fait que ses politiques diffèrent de celles de Hockey Canada. Le comité a également remarqué ce qui suit : il n'a pas été en mesure de trouver les politiques et les procédures de chacune des ligues sur les sites Web concernés; grand nombre des politiques et des procédures n'étaient pas claires, ne comprenaient pas de définitions et laissaient place à interprétation; les politiques et les procédures n'étaient pas numérotées ou identifiées en fonction de leurs parties prenantes; les mineurs ne faisaient pas l'objet de*

*politiques différentes; et les politiques et les procédures ne sont pas mises à jour tous les ans. En raison de ces types de faiblesses, les politiques et les procédures sont difficiles à interpréter et à appliquer, tant pour ce qui est des comportements au quotidien que pour ce qui est du processus de déclaration et de la mise en application. De plus, ces faiblesses assujettissent la LCH à des risques.*

*À l'instar des politiques et des procédures, les programmes de formation et de sensibilisation ne sont pas uniformes à l'échelle de la ligue ou des parties prenantes, sans compter qu'ils sont peu fréquents. Le comité remarque toutefois qu'il existe un programme de formation uniforme au sein de la LCH pour les directeurs généraux, les entraîneurs, le personnel et les familles d'accueil. Cela dit, ce programme n'était pas cohérent en ce sens que les joueurs, les parents et les officiels ne reçoivent pas la formation. Il n'existe également pas de programme de recertification ou d'exigence de recertification annuelle.*

*Par ailleurs, les programmes de formation se font rares : de manière générale, il y a de la formation en début de saison, et peu de formation dans le courant de l'année. Au quotidien dans les vestiaires, le sujet de la maltraitance n'est pas abordé. Il en va de même des politiques et des procédures concernant la maltraitance des joueurs. Au quotidien, les joueurs mettent leurs habiletés physiques en pratique afin de les perfectionner et de les exécuter sans effort. Il devrait en être de même de leurs connaissances en matière de maltraitance. »* [nous soulignons]

145. En tout temps pertinent aux présentes, les défenderesses avaient les pouvoirs nécessaires pour assurer la protection des membres du Groupe, soit à titre de commettant ou d'organisme pouvant réglementer les actions des autres;

146. Les défenderesses ont fait preuve de négligence systémique face aux membres du Groupe;

147. L'absence de réelle mise en oeuvre de mesures et de politiques de la part des défenderesses, la connaissance et l'aveuglement volontaire et le système érigé et maintenu ont permis la perpétration des actes dommageables aux membres du Groupe;

148. En tout état de cause, et sans limiter ce qui précède, la conduite des défenderesses constitue une faute engageant leur responsabilité pour les dommages subis par les membres du Groupe;

## IV. LES DOMMAGES

149. Considérant ce qui précède, le demandeur est en droit de réclamer de la part de défenderesses, solidairement, des dommages-intérêts non pécuniaires de 400 000 $ afin de compenser toute sa douleur, sa souffrance, ses angoisses, sa honte, son humiliation, ses abus de substances, ses inconvénients etc.;

150. Le demandeur est aussi en droit de réclamer de la part des défenderesses, solidairement, une somme de 250 000 $ pour ses pertes pécuniaires, incluant une perte de productivité, son incapacité de générer et conserver des revenus, la dilapidation de son patrimoine afin de maintenir sa dépendance à la drogue et au jeu, ainsi que les déboursés futurs et frais de thérapie qu'il souhait entamer pour travailler et traiter les abus qu'il a subis;

151. Compte tenu de la gravité de l'atteinte intentionnelle à sa dignité et à l'intégrité physique et psychologique de sa personne, la sévérité des abus et l'abus de pouvoir et de confiance qui les accompagnait, le demandeur est en droit de réclamer solidairement de la part des défenderesses, pour le compte du Groupe, des dommages-intérêts punitifs et exemplaires au montant de 15 000 000 $ en vertu de la *Charte des droits et libertés de la personne*, à être recouvrés collectivement;

152. Bien que l'étendue des préjudices puisse différer d'un membre du Groupe à l'autre, il est reconnu que les victimes d'abus sexuelles souffrent notamment d'anxiété, de dépression, de la peur de l'autorité, de difficultés sexuelles et relationnelles, et de séquelles de toutes sortes, notamment de problèmes de consommation;

153. Également, il est reconnu que la « *maltraitance a d'importantes séquelles psychologiques sur les joueurs, et elle met en jeu leur sécurité et leur bien-être général* [et que ces] *séquelles peuvent durer pendant toute la vie* », tel qu'il appert du rapport du CEI (pièce R-34);

154. Les membres du Groupe sont de jeunes hommes à un stade important de leur développement, physique et psychologique. Les abus vécus « *occasionnent d'autres situations de stress et des traumatismes, à un stade du développement pour lequel il ne faut pas sous-estimer les conséquences durables* », tel qu'il appert du rapport du CEI (pièce R-34);

155. Le demandeur et les membres du Groupe ont subi et continuent de subir de sérieux préjudices pécuniaires et non pécuniaires;

156. Les dommages subis par le demandeur et les membres du Groupe sont une conséquence directe et immédiate découlant de ce qui précède et dont les défenderesses sont responsables;

## V. LES FAITS DONNANT OUVERTURE À UN RECOURS INDIVIDUEL À L'ÉGARD DE CHAQUE MEMBRE DU GROUPE

157. Chacun des membres du Groupe a subi des abus au sein de la LCH et la LHJMQ alors qu'il était mineur;

158. Chacun des membres du Groupe a nécessairement subi des dommages résultant des abus et est en droit de réclamer des dommages-intérêts compensatoires pour les préjudices non pécuniaires et pécuniaires découlant de ces abus;

159. Parmi les dommages soufferts par les enfants victimes d'abus sexuel on retrouve l'anxiété, la dépression, la perte d'estime en soi, certaines difficultés de nature interpersonnelle et sexuelle, l'alcoolisme, la consommation de drogues, la confusion en lien avec l'identité sexuelle, et une perte de productivité se traduisant par une diminution de la capacité de gain;

160. Chacun des membres du Groupe a subi une atteinte à son intégrité et à sa dignité, donnant ainsi ouverture à l'octroi de dommages punitifs et exemplaires en vertu de la *Charte des droits et libertés de la personne*;

## VI. CONDITIONS REQUISES POUR L'EXERCICE D'UNE ACTION COLLECTIVE

### A. La composition du Groupe rend difficile ou peu probable l'application des règles sur le mandat d'ester en justice pour le compte d'autrui ou à la jonction d'instance

161. La composition des membres du Groupe rend difficile ou peu probable l'application des règles relatives au mandat d'ester en justice pour le compte d'autrui ou à la jonction d'instance, eu égard à l'article 575, paragraphe 3 du *C.p.c.* en ce que :

A. Des milliers de joueurs de hockey ont joué dans la LHJMQ depuis l'été 1969, et il est impossible de retracer l'identité et les coordonnées de chacun d'entre eux et de savoir lesquels ont subi des abus alors qu'ils étaient mineurs;

B. Les membres du Groupe ne se connaissent pas et les abus dont ils ont été victimes se sont déroulées à différentes époques au cours des dernières décennies et à divers endroits;

C. Les actions collectives passées en matière d'abus sexuelles ont démontré que si les demandeurs dans ces actions n'avaient pas déposé de recours pour le compte de toutes les autres victimes, ces dernières n'auraient pas eu le courage de faire valoir leurs droits en justice; et

D. En l'absence d'action collective, véhicule procédural adopté pour favoriser l'accès à la justice à des personnes qui autrement en seraient privées, il est à craindre que la majorité des membres du Groupe ne fasse pas valoir ses droits contre les défenderesses et n'obtienne jamais les réparations auxquelles ils ont droit;

162. Pour ces raisons, la composition du Groupe rend difficile, peu pratique, voire impossible, l'application des articles 91 et 143 du *C.p.c.*;

## B. <u>Les questions de faits et de droit qui sont identiques, similaires ou connexes pour chaque membre du Groupe et que veut faire trancher le demandeur par l'action collective</u>

163. Les questions de faits et de droit qui sont identiques, similaires ou connexes pour chaque membre du Groupe et que veut faire trancher le demandeur par l'action collective sont :

1) Est-ce que des abus sur des joueurs de hockey mineurs ont été commis au sein de la LHJMQ?

2) Est-ce qu'il existe une négligence systémique au sein des défenderesses quant aux abus subis par les membres du Groupe?

3) Est-ce que les défenderesses sont responsables en droit des abus subis par les membres du Groupe, alors qu'ils jouaient pour l'une des franchises de la LHJMQ en vertu du *Code civil du Québec* et/ou de la *Charte des droits et libertés de la personne*?

4) Est-ce que les défenderesses doivent être tenues solidairement responsables des dommages non pécuniaires et pécuniaires subis par les membres du Groupe?

5) Quels sont les types de dommages communs aux victimes d'abus?

6) Est-ce que des paramètres de dommages peuvent être déterminés selon la gravité des abus perpétrés et/ou la gravité des séquelles et, si oui, lesquels?

7) Les défenderesses ont-elles intentionnellement porté atteinte aux droits des membres du Groupe protégés par la *Charte des droits et libertés de la personne*?

8) Est-ce que les défenderesses devraient payer des dommages punitifs et exemplaires considérant la gravité de leurs fautes et la nécessité de dissuader de tels comportements repréhensibles et intolérables dans notre société?

9) Dans l'affirmative, quel est le quantum des dommages-intérêts punitifs et exemplaires appropriés à être recouvrés collectivement, le tout pour punir et dissuader le comportement des défenderesses?

10) Est-ce que les défenderesses doivent être tenues solidairement responsables pour le paiement de dommages-intérêts punitifs et exemplaires?

## C. Les questions de faits et de droit qui sont particulières à chaque membre du Groupe

164. Les questions de faits et de droit qui sont particulières à chaque membre du Groupe sont les suivantes :

1) Est-ce que le demandeur et chaque membre du Groupe ont subi des abus alors qu'ils étaient mineurs et jouaient dans la LHJMQ?

2) Quel est le quantum des dommages pécuniaires et non pécuniaires subis par le demandeur et chacun des membres du Groupe?

## D. La nature de l'action collective que le demandeur désire intenter au bénéfice des membres du Groupe

165. La nature de l'action collective que le demandeur désire intenter au bénéfice des membres du Groupe est une action en responsabilité civile en dommages-intérêts compensatoires, punitifs et exemplaires contre les défenderesses;

## E. Les conclusions recherchées par le demandeur

166. Les conclusions recherchées par le demandeur sont les suivantes :

**ACCUEILLIR** l'action du demandeur;

**CONDAMNER** solidairement les défenderesses à payer au demandeur la somme de 400 000 $ à titre de dommages non pécuniaires, avec intérêts à compter de la signification de la *Demande pour autorisation d'intenter une action collective et pour obtention du statut de représentant*, ainsi que l'indemnité additionnelle prévue par la loi à compter de cette date;

**CONDAMNER** solidairement les défenderesses à payer au demandeur la somme de 250 000 $ à titre de dommages pécuniaires, avec intérêts à compter de la signification de la *Demande pour autorisation d'intenter une action collective et pour obtention du statut de représentant*, ainsi que l'indemnité additionnelle prévue par la loi à compter de cette date;

**CONDAMNER** solidairement les défenderesses à payer une somme globale de 15 000 000 $ à titre de dommages-intérêts punitifs et exemplaires pour le compte du Groupe, avec intérêts à compter de la signification de la *Demande pour autorisation d'intenter une action collective et pour obtention du statut de représentant*, ainsi que l'indemnité additionnelle prévue par la loi à compter de cette date;

**ACCUEILLIR** l'action collective pour le compte de tous les membres du Groupe;

**DÉCLARER** :

a) Que tous les membres du Groupe sont en droit d'être indemnisés pour les dommages non pécuniaires subis en raison de la faute des défenderesses incluant, mais non limitativement, tous les dommages moraux, les souffrances, troubles et autres inconvénients subis, selon des paramètres à être déterminés lors du procès sur les questions collectives;

b) Que tous les membres du Groupe sont en droit d'être indemnisés pour les dommages pécuniaires subis en raison de la faute des défenderesses incluant, mais non limitativement, les pertes de revenus, la perte de capacité de gain et les déboursés reliés aux frais de thérapie;

**ORDONNER** le recouvrement individuel des réclamations des membres du Groupe pour les dommages-intérêts compensatoires en conformité avec les articles 599 à 601 *C.p.c.*;

**ORDONNER** le recouvrement collectif des réclamations pour dommages-intérêts punitifs et exemplaires et la liquidation des réclamations des membres du Groupe conformément aux dispositions prévues aux articles 595 à 598 *C.p.c.*;

**CONDAMNER** solidairement les défenderesses aux coûts et aux frais reliés à l'administration et à la distribution des sommes aux membres du Groupe;

**CONDAMNER** solidairement les défenderesses à payer à chaque membre du Groupe les dommages-intérêts compensatoires qu'il a subis plus les intérêts au taux légal et l'indemnité additionnelle prévue à l'article 1619 du *Code civil du Québec* sur l'ensemble des montants, et ce, depuis la signification de la *Demande pour autorisation d'intenter une action collective et pour obtention du statut de représentant;*

**LE TOUT** avec les frais de justice, incluant tous les frais d'experts, de pièces et d'avis aux membres du Groupe;

## F. Le demandeur est en mesure d'assurer une représentation adéquate des membres du Groupe

167. Le demandeur, qui demande à obtenir le statut de représentant, est en mesure d'assurer une représentation adéquate des membres du Groupe pour les motifs qui suivent :

A. Le demandeur a été victime des abus ci-avant décrits et a eu le courage de communiquer avec les avocats soussignés afin d'exposer son histoire;

B. Après avoir discuté de ses options légales, le demandeur a choisi la voie procédurale de l'action collective dans le but d'obtenir justice non seulement pour lui-même, mais aussi pour l'ensemble des autres membres du Groupe qui, comme lui, ont souffert en silence pendant longtemps;

C. Le demandeur a accepté de ne pas rester anonyme afin de démontrer que personne ne devrait avoir honte de se manifester pour demander justice pour les abus qu'il a subis. Toutefois, il comprend parfaitement que de nombreux membres du Groupe aient besoin de l'anonymat pour se manifester et qu'ils aient ce droit;

D. Le demandeur veut permettre aux membres du Groupe de se manifester auprès des avocats soussignés de manière confidentielle, et dans le respect de leur droit à la dignité de leur personne;

E. Le demandeur a retenu les services d'avocats possédant une vaste expérience en matière d'actions collectives, notamment en matière d'abus sexuelles;

F. Le demandeur a passé de nombreuses heures sur ce dossier, a rencontré ses avocats, et a participé à la rédaction de la présente demande;

G. Le demandeur comprend la nature du recours et de son rôle comme représentant. Il dispose du temps, de l'énergie et de la détermination qui lui permettront d'honorer aves soin et diligence toutes les obligations et responsabilités qu'assume le représentant dans le cadre d'une action collective et il le fera et à collaborer avec les membres du Groupe et les avocats soussignés. Il comprend qu'il devra assister aux auditions, se rendre disponible sur demande du Tribunal, qu'il pourra être interrogé au stade du mérite de l'action collective, et qu'il devra prendre des décisions avec l'aide de ses avocats au nom des membres du Groupe. Il est prêt à témoigner sur les abus subis si l'action collective est autorisée. Il a été et reste prêt à consacrer le temps nécessaire à l'accomplissement de ces tâches importantes;

H. Le demandeur espère sincèrement qu'en instituant la présente action collective, tous les membres du Groupe se manifesteront pour obtenir l'aide, l'assistance et la compensation qu'ils méritent;

I. Il n'existe aucun conflit d'intérêts entre le demandeur et les membres du Groupe et celui-ci agit de bonne foi, dans le but de faire valoir ses droits et ceux des autres membres du Groupe;

## G. <u>Le demandeur propose que l'action collective soit intentée devant la Cour supérieure du district de Québec</u>

168. Le demandeur propose que l'action collective soit intentée devant la Cour supérieure du district de Québec, et ce, pour les motifs qui suivent :

A. L'action collective proposée vise des abus perpétrés à travers l'ensemble du territoire du Québec;

B. Il réside à Québec;

C. Il a subi et subit toujours des dommages à Québec; et

D. Plusieurs des défenderesses ont leur siège social dans le district judiciaire de Québec;

169. La présente demande est bien fondée en faits et en droit;

**POUR CES MOTIFS, PLAISE AU TRIBUNAL** :

**ACCUEILLIR** la présente *Demande pour autorisation d'intenter une action collective et pour obtention du statut de représentant*;

**AUTORISER** l'exercice d'une action collective sous la forme d'une demande introductive d'instance en dommages-intérêts;

**ACCORDER** au demandeur le statut de représentant pour le compte du Groupe suivant:

> « Tous les joueurs de hockey qui ont subi des abus*****, alors qu'ils étaient mineurs et évoluaient au sein de la Ligue de hockey junior majeur du Québec (« LHJMQ »), et ce, depuis le 1er juillet 1969;
>
> Le Groupe exclut tous les joueurs qui, à la suite du jugement rendu le 3 février 2023 par la Cour supérieure de justice de l'Ontario dans l'affaire *Carcillo v. Canadian Hockey League*, 2023 ONSC 886 (ci -après le « **Dossier Carcillo** »), optent pour la participation à une action individuelle devant ladite cour;
>
> ***** Le terme « **abus** » désigne toute forme d'agression physique, sexuelle et/ou psychologique, notamment le fait d'avoir été confinés, rasés, dénudés, drogués et/ou intoxiqués de force, forcés ou encouragés d'agresser physiquement et/ou sexuellement autrui, forcés de boire ou de manger de l'urine, de la salive, du sperme, des excréments et/ou d'autres substances abjectes, forcés de s'auto-infliger des blessures, ou forcés de commettre des actes de bestialité.

**IDENTIFIER** comme suit les principales questions de faits et de droit qui seront traitées collectivement :

1) Est-ce que des abus sur des joueurs de hockey mineurs ont été commis au sein de la LHJMQ?

2) Est-ce qu'il existe une négligence systémique au sein des défenderesses quant aux abus subis par les membres du Groupe?

3) Est-ce que les défenderesses sont responsables en droit des abus subis par les membres du Groupe, alors qu'ils jouaient pour l'une des franchises de la LHJMQ en vertu du *Code civil du Québec* et/ou de la *Charte des droits et libertés de la personne*?

4) Est-ce que les défenderesses doivent être tenues solidairement responsables des dommages non pécuniaires et pécuniaires subis par les membres du Groupe?

5) Quels sont les types de dommages communs aux victimes d'abus?

6) Est-ce que des paramètres de dommages peuvent être déterminés selon la gravité des abus perpétrés et/ou la gravité des séquelles et, si oui, lesquels?

7) Les défenderesses ont-elles intentionnellement porté atteinte aux droits des membres du Groupe protégés par la *Charte des droits et libertés de la personne*?

8) Est-ce que les défenderesses devraient payer des dommages punitifs et exemplaires considérant la gravité de leurs fautes et la nécessité de dissuader de tels comportements répréhensibles et intolérables dans notre société?

9) Dans l'affirmative, quel est le quantum des dommages-intérêts punitifs et exemplaires appropriés à être recouvrés collectivement, le tout pour punir et dissuader le comportement des défenderesses?

10) Est-ce que les défenderesses doivent être tenues solidairement responsables pour le paiement de dommages-intérêts punitifs et exemplaires?

**IDENTIFIER** comme suit les conclusions recherchées par l'action collective :

**ACCUEILLIR** l'action du demandeur;

**CONDAMNER** solidairement les défenderesses à payer au demandeur la somme de 400 000 $ à titre de dommages non pécuniaires, avec intérêts à compter de la signification de la *Demande pour autorisation d'intenter une action collective et pour obtention du statut de représentant*, ainsi que l'indemnité additionnelle prévue par la loi à compter de cette date;

**CONDAMNER** solidairement les défenderesses à payer au demandeur la somme de 250 000 $ à titre de dommages pécuniaires, avec intérêts à compter de la signification de la *Demande pour autorisation d'intenter une action collective et pour obtention du statut de représentant*, ainsi que l'indemnité additionnelle prévue par la loi à compter de cette date;

**CONDAMNER** solidairement les défenderesses à payer une somme globale de 15 000 000 $ à titre de dommages-intérêts punitifs et exemplaires pour le compte du Groupe, avec intérêts à compter de la signification de la *Demande pour autorisation d'intenter une action collective et pour obtention du statut de représentant*, ainsi que l'indemnité additionnelle prévue par la loi à compter de cette date;

**ACCUEILLIR** l'action collective pour le compte de tous les membres du Groupe;

**DÉCLARER** :

a) Que tous les membres du Groupe sont en droit d'être indemnisés pour les dommages non pécuniaires subis en raison de la faute des défenderesses incluant, mais non limitativement, tous les dommages moraux, les souffrances, troubles et autres inconvénients subis, selon des paramètres à être déterminés lors du procès sur les questions collectives;

b) Que tous les membres du Groupe sont en droit d'être indemnisés pour les dommages pécuniaires subis en raison de la faute des défenderesses incluant, mais non limitativement, les pertes de revenus, la perte de capacité de gain et les déboursés reliés aux frais de thérapie;

**ORDONNER** le recouvrement individuel des réclamations des membres du Groupe pour les dommages-intérêts compensatoires en conformité avec les articles 599 à 601 *C.p.c.*;

**ORDONNER** le recouvrement collectif des réclamations pour dommages-intérêts punitifs et exemplaires et la liquidation des réclamations des membres du Groupe conformément aux dispositions prévues aux articles 595 à 598 *C.p.c.*;

**CONDAMNER** solidairement les défenderesses aux coûts et aux frais reliés à l'administration et à la distribution des sommes aux membres du Groupe;

**CONDAMNER** solidairement les défenderesses à payer à chaque membre du Groupe les dommages-intérêts compensatoires qu'il a subis plus les intérêts au taux légal et l'indemnité additionnelle prévue à l'article 1619 du *Code civil du Québec* sur l'ensemble des montants, et ce, depuis la signification de la *Demande pour autorisation d'intenter une action collective et pour obtention du statut de représentant;*

**LE TOUT** avec les frais de justice, incluant tous les frais d'experts, de pièces et d'avis aux membres du Groupe;

**DÉCLARER** qu'à moins d'exclusion, les membres du Groupe seront liés de la manière prévue par la loi par tout jugement à intervenir dans le cadre de la présente l'action collective;

**FIXER** le délai d'exclusion à trente (30) jours après la date de publication de l'avis aux membres, délai à l'expiration duquel les membres du Groupe qui ne se seront pas

prévalu des moyens d'exclusions seront liés par tout jugement à intervenir sur la présente action collective;

**ORDONNER** aux frais des défenderesses la publication d'un avis aux membres du Groupe selon les termes qui seront déterminés par le Tribunal;

**TRANSMETTRE** le dossier au juge en chef pour détermination du district dans lequel l'action collective devra être exercée et désignation du juge pour l'entendre;

**ORDONNER** au greffier de cette Cour pour le cas où l'action collective devait être exercée dans un autre district, de transmettre le dossier dès la décision du juge en chef, au greffier de cet autre district;

**PERMETTRE** que des pseudonymes soient utilisés en vue d'identifier les membres du Groupe (autre que le demandeur, qui a choisi de divulguer son nom) dans le cadre de procédures, de pièces ou de quelque autre document produit au dossier de la Cour, et ce en vue de préserver leur anonymat;

**LE TOUT** avec les frais de justice, incluant les frais de publication des avis.

Montréal, le 23 mai 2023

Kugler Kandestin s.e.n.c.r.l.

**KUGLER KANDESTIN S.E.N.C.R.L.**
Avocats du demandeur

Me David Stolow
Me Robert Kugler
Me Claudia Giroux
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## LISTE DES PIÈCES AU SOUTIEN DE LA DEMANDE POUR AUTORISATION D'INTENTER UNE ACTION COLLECTIVE ET POUR OBTENTION DU STATUT DE REPRÉSENTANT

**PIÈCE R-1 :** Article du journal La Tribune, de Sherbrooke, datée du 12 novembre 1994;

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**PIÈCE R-13 :** État de renseignements d'une personne morale au registre des entreprises de Le Club de hockey junior majeur de Baie-Comeau inc., également connue sous le nom de Le Drakkar;

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**PIÈCE R-16 :** État de renseignements d'une personne morale au registre des entreprises de Le Club de hockey Shawinigan inc., également connue sous le nom de Les Cataractes de Shawinigan;

**PIÈCE R-17 :** État de renseignements d'une personne morale au registre des entreprises de 7759983 Canada inc., également connue sous le nom de Club de hockey Le Phoenix de Sherbrooke;

**PIÈCE R-18 :** État de renseignements d'une personne morale au registre des entreprises de Le Club de hockey Drummond inc., également connue sous le nom de Les Voltigeurs de Drummondville;

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**PIÈCE R-24 :** Relevé de la base de données du Registre des affaires corporatives du Nouveau-Brunswick de Le Club de hockey Les Wildcats de Moncton Limitée;

**PIÈCE R-25 :** Relevé de la base de données du registre des affaires corporatives du Nouveau-Brunswick de Saint John Major Junior Hockey Club Limited également connue sous le nom de Sea Dogs de Saint John;

**PIÈCE R-26 :** Extrait de la base de données des affaires corporatives de la Nouvelle-Écosse de Cape Breton Major Junior Hockey Club Limited Partnership, également connue sous le nom de Cape Breton Eagles hockey club;

**PIÈCE R-27 :** Extrait de la base de données des affaires corporatives de la Nouvelle-Écosse de Halifax Mooseheads Hockey Club Inc.;

**PIÈCE R-28 :** Relevé d'information concernant les sociétés de régime fédéral de 8515182 Canada inc., également connue sous le nom de Islanders de Charlottetown;

**PIÈCE R-29 :** Article de La Presse daté du 23 mars 2023 intitulé « Démission de Gilles Courteau Le vent de face »;

**PIÈCE R-30 :** Lettre datée du 26 juillet 2022 transmise au ministre canadien des sports et les membres du comité permanent du patrimoine canadien;

**PIÈCE R-31 :** Article datée du 5 juin 2018 intitulé « LHJMQ : Une vieille histoire d'agression sexuelle et une réaction inappropriée du président »;

**PIÈCE R-32 :** *Amended Statement of Claim* dans le Dossier Carcillo, datée du 19 mai 2021;

**PIÈCE R-33 :** Jugement dans *Carcillo v. Canadian Hockey League*, 2023 ONSC 886;

**PIÈCE R-34:** Rapport du CEI daté du 31 octobre 2020;

**PIÈCE R-35:** Rapport de la firme de sondage Léger daté du 13 octobre 2020;

**PIÈCE R-36:** Article de Radio-Canada intitulé « Accusations de viol collectif impliquant des hockeyeurs juniors » daté du 13 décembre 2022;

**PIÈCE R-37:** Article de Radio-Canada intitulé « La torture, le viol et l'humiliation dans un aréna près de chez vous », daté du 13 février 2023;

**PIÈCE R-38:** Article du Soleil intitulé « Sévices au hockey junior: « Le débat est rendu hypocrite », dit Yanick Lehoux », daté du 4 avril 2023.

Montréal, le 23 mai 2023

Kugler Kandestin s.e.n.c.r.l.

**KUGLER KANDESTIN S.E.N.C.R.L.**
Avocats du demandeur

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Me Robert Kugler
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**ATTESTATION D'INSCRIPTION AU RÉPERTOIRE NATIONAL DES ACTIONS COLLECTIVES**

(Article 55 du *Règlement de la Cour supérieure du Québec en matière civile*)

Le Demandeur, par ses avocats soussignés, atteste que la *Demande pour autorisation d'intenter une action collective et pour obtention du statut de représentant* sera inscrite au Répertoire national des actions collectives.

Montréal, le 23 mai 2023

Kugler Kandestin s.e.n.c.r.l.

**KUGLER KANDESTIN S.E.N.C.R.L.**
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rkugler@kklex.com
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## AVIS DE PRÉSENTATION

À :

**LIGUE CANADIENNE DE HOCKEY**
2300, rue Yonge, suite 1600
Toronto, Ontario, M4P 1E4

et

**LIGUE DE HOCKEY JUNIOR MAJEUR DU QUÉBEC INC.**
101-1205, rue Ampère
Boucherville, Québec, J4B 7M6

et

**LES SAGUENÉENS JUNIOR MAJEUR DE CHICOUTIMI**
643, rue Bégin
Chicoutimi, Québec, G7H 4N7

et

**CLUB DE HOCKEY LES REMPARTS DE QUÉBEC (2014) INC.**
612, rue Saint-Jacques
Montréal, Québec, H3C 4M8

et

**CLUB DE HOCKEY JUNIOR MAJEUR DE BAIE-COMEAU INC. (LE DRAKKAR)**
19, avenue Marquette
Baie-Comeau, Québec, G4Z 1K5

et

**LE CLUB DE HOCKEY L'OCÉANIC DE RIMOUSKI INC.**
111, 2e rue Ouest
Rimouski, Québec, G5L 4X3

et

**LES TIGRES DE VICTORIAVILLE (1991) INC.**
400, boul. Jutras Est
Victoriaville, Québec, G6P 0B8

et

**CLUB DE HOCKEY SHAWINIGAN INC. (CATARACTES DE SHAWINIGAN)**
1, rue Jacques-Plante
Shawinigan, Québec, G9N 0B7

et

**7759983 CANADA INC. (CLUB DE HOCKEY LE PHOENIX DE SHERBROOKE)**
360, rue du Cégep
Sherbrooke, Québec, J1E 2J9

et

**CLUB DE HOCKEY DRUMMOND INC. (LES VOLTIGEURS DE DRUMMONDVILLE)**
300, rue Cockburn
Drummondville, Québec, J2C 4L6

et

**LE CLUB DE HOCKEY JUNIOR ARMADA INC. (L'ARMADA DE BLAINVILLE-BOISBRIAND)**
612, rue Saint-Jacques
Montréal, Québec, H3C 4M8

et

**LES OLYMPIQUES DE GATINEAU INC.**
500, boulevard de la Cité, CP 103
Gatineau, Québec, J8T 0H4

et

**LES FOREURS DE VAL D'OR (2012) INC.**
810, 6e avenue
Val-d'Or, Québec, J9P 1B4

et

**LES HUSKIES DE ROUYN-NORANDA INC.**
218, avenue Murdoch
Rouyn-Noranda, Québec, J9X 1E6

et

**LE TITAN ACADIE BATHURST (2013) INC.**
14, avenue Sean Couturier
Bathurst, Nouveau-Brunswick, E2A 6X2

et

**CLUB DE HOCKEY LES WILDCATS DE MONCTON LIMITÉE**
300, rue Union
Saint-Jean, Nouveau-Brunswick, E2L 4M3

et

**SAINT JOHN MAJOR JUNIOR HOCKEY CLUB LIMITED (SEA DOGS DE SAINT JOHN)**
99, rue Station, suite 200
Saint-Jean, Nouveau-Brunswick, E2L 4X4

et

**CAPE BRETON MAJOR JUNIOR HOCKEY CLUB LIMITED PARTNERSHIP (CAPE BRETON EAGLES HOCKEY CLUB)**
481, rue George
Sidney, Nouvelle-Écosse, B1P 6G9

et

**HALIFAX MOOSEHEADS HOCKEY CLUB INC.**
1500-1625, rue Grafton
Halifax, Nouvelle-Écosse, B3J 0E8

et

**8515182 CANADA INC. (ISLANDERS DE CHARLOTTETOWN)**
46, route Kensington
Charlottetown, Île-du-Prince-Édouard, C1A 5H7

**PRENEZ AVIS** que la présente *Demande pour obtenir l'autorisation d'intenter une action collective et pour obtention du statut de représentant* sera présentée devant la Cour supérieure, au Palais de justice de Québec, situé au 300, boulevard Jean-Lesage, à Québec, district de Québec, à une date à être déterminée par la juge coordonnatrice de la chambre des actions collectives.

Si vous ne vous présentez pas devant le Tribunal à la date d'audience qui sera fixée, jugement pourra être rendu contre vous sans autre avis ni délai.

Pour éviter cette situation, nous vous suggérons de répondre à cette demande par écrit par avocat, dans les 30 jours de la signification de la présente demande. Cette réponse doit être notifiée aux avocats soussignés.

Cette réponse doit mentionner vos coordonnées, le nom de votre avocat et ses coordonnées.

VEUILLEZ AGIR EN CONSÉQUENCE.

Montréal, le 23 mai 2023

Kugler Kandestin s.e.n.c.r.l.

**KUGLER KANDESTIN S.E.N.C.R.L.**
Avocats du demandeur

Me David Stolow
Me Robert Kugler
Me Claudia Giroux
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dstolow@kklex.com
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cgiroux@kklex.com

**No.: 200-06-000258-239**

**COUR SUPÉRIEURE**
(Action collective)
DISTRICT DE QUÉBEC
PROVINCE DE QUEBEC

**CARL LATULIPPE**

Demandeur

c.

**LIGUE CANADIENNE DE HOCKEY ET ALS.**

Défenderesses

**DEMANDE POUR AUTORISATION D'INTENTER UNE ACTION COLLECTIVE ET POUR OBTENTION DU STATUT DE PRÉSENTANT**
**(Art. 574 et suivants du *Code de procédure civile du Québec*)**
**LISTE DES PIÈCES, ATTESTATION D'INSCRIPTION AU RÉPERTOIRE NATIONAL DES ACTIONS COLLECTIVES, et AVIS DE PRÉSENTATION**

**ORIGINAL**

Me David Stolow / Me Robert Kugler /
Me Claudia Giroux
KuglerKandestin
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Montréal (Québec) Canada H3B 2A7
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/ cgiroux@kklex.com

BG 0132 7269 -001

**Cour supérieure**

**Québec**

**Date: le 1 mai 2024**

**Objet: Le dossier 200-06-000258-239**

| | | |
|---|---|---|
| **LATULIPPE CARL** | **c.** | **LIGUE CANADIENNE HOCKEY et al** |

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**AVIS DE JUGEMENT**
**(art. 108 et 335 C.p.c)**

**Prenez avis qu'un jugement est rendu dans le présent dossier. Si vous êtes représenté, votre avocat en est déjà avisé.**

**Sauf pour certaines matières, le greffier peut, sur demande et contre paiement des frais, délivrer des copies certifiées conformes du jugement.**

**Si le jugement rendu a mis fin à l'instance, vous devez récupérer les pièces déposées au dossier. Pour ce faire, vous pouvez utiliser le formulaire << Demande de retrait de pièces ou d'émission de certificats >> (SJ-1078) disponible sur le site Internet du ministère de la Justice au www.justice.gouv.qc.ca. À défaut, le greffier, un an après la date du jugement passé en force de chose jugée ou de l'acte qui met fin à l'instance, peut les détruire.**

**Toutefois, dans les matières susceptibles de révision ou de réévaluation ainsi que dans les affaires non contentieuses, certains documents ne doivent être ni retirés ni détruits.**

**Tout jugement peut être traduit en français ou en anglais sans frais et ce, sur demande d'une partie. À cet effet, vous pouvez utiliser le formulaire << Demande de traduction de jugement >> (SJ-1138) disponible sur le site Internet du ministère de la Justice.**

**N'hésitez pas à communiquer avec nous pour toute information additionnelle.**

**Le greffier**
**Cour supérieure**
**300, JEAN-LESAGE, 1.24 QUEBEC (QUEBEC) G1K8K6**
**SJ-1025 (2022-04) AVIJ**

## LISTE DES PIÈCES AU SOUTIEN DE LA DEMANDE POUR AUTORISATION D'INTENTER UNE ACTION COLLECTIVE ET POUR OBTENTION DU STATUT DE REPRÉSENTANT

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**PIÈCE R-23 :** Relevé de la base de données du registre des affaires corporatives du Nouveau-Brunswick de Le Titan Acadie Bathurst (2013) inc.;

**PIÈCE R-24 :** Relevé de la base de données du Registre des affaires corporatives du Nouveau-Brunswick de Le Club de hockey Les Wildcats de Moncton Limitée;

**PIÈCE R-25 :** Relevé de la base de données du registre des affaires corporatives du Nouveau-Brunswick de Saint John Major Junior Hockey Club Limited également connue sous le nom de Sea Dogs de Saint John;

**PIÈCE R-26 :** Extrait de la base de données des affaires corporatives de la Nouvelle-Écosse de Cape Breton Major Junior Hockey Club Limited Partnership, également connue sous le nom de Cape Breton Eagles hockey club;

**PIÈCE R-27 :** Extrait de la base de données des affaires corporatives de la Nouvelle-Écosse de Halifax Mooseheads Hockey Club Inc.;

**PIÈCE R-28 :** Relevé d'information concernant les sociétés de régime fédéral de 8515182 Canada inc., également connue sous le nom de Islanders de Charlottetown;

**PIÈCE R-29 :** Article de La Presse daté du 23 mars 2023 intitulé « Démission de Gilles Courteau Le vent de face »;

**PIÈCE R-30 :** Lettre datée du 26 juillet 2022 transmise au ministre canadien des sports et les membres du comité permanent du patrimoine canadien;

**PIÈCE R-31 :** Article datée du 5 juin 2018 intitulé « LHJMQ : Une vieille histoire d'agression sexuelle et une réaction inappropriée du président »;

**PIÈCE R-32 :** *Amended Statement of Claim* dans le Dossier Carcillo, datée du 19 mai 2021;

**PIÈCE R-33 :** Jugement dans *Carcillo v. Canadian Hockey League*, 2023 ONSC 886;

**PIÈCE R-34:** Rapport du CEI daté du 31 octobre 2020;

**PIÈCE R-35:** Rapport de la firme de sondage Léger daté du 13 octobre 2020;

**PIÈCE R-36:** Article de Radio-Canada intitulé « Accusations de viol collectif impliquant des hockeyeurs juniors » daté du 13 décembre 2022;

**PIÈCE R-37:** Article de Radio-Canada intitulé « La torture, le viol et l'humiliation dans un aréna près de chez vous », daté du 13 février 2023;

**PIÈCE R-38:** Article du Soleil intitulé « Sévices au hockey junior: « Le débat est rendu hypocrite », dit Yanick Lehoux », daté du 4 avril 2023.

Montréal, le 23 mai 2023

Kugler Kandestin s.e.n.c.r.l.

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# Voltigeurs et Harfangs n'ont pu faire de maître

## Les deux équipes font match nul 3-3 et l'entraîneur de Beauport Jos Canale est expulsé

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**Marc-André BLANCHARD Drummondville**

Dans un match durant lequel l'intensité a été à son maximum de bout en bout, les Voltigeurs et les Harfangs ont dû se contenter d'un verdict nul de 3-3, devant 1843 spectateurs survoltés.

Denis Gauthier jr a été la vedette offensive de la rencontre, alors qu'il y est allé d'un doublé (ses troisième et quatrième de la saison) en première période. L'autre but des Voltigeurs a été marqué par Bruno Gladu, qui formait un trio très efficace avec Martin G. Pouliot et Mathieu Sunderland. De son côté, Daniel Brière a récolté une passe, pour porter à 50 son total de points depuis le début de la saison.

Pour les Harfangs, ce sont Donald MacLean, Eric Bélanger et Eric Moreau qui ont été les marqueurs. La vedette de leur côté a surtout été l'entraîneur, Joe Canale, qui a été expulsé du match par l'arbitre, Benoît Lapointe, après qu'Eric Montreuil eut été blessé à la bouche par un coup de bâton de Martin G. Pouliot.

Montreuil est toutefois rentré au banc trop rapidement pour que Lapointe puisse constater que la blessure saignait et Canale est sorti de ses gongs parce qu'il n'avait imposé qu'une mineure au joueur des Voltigeurs. Il s'est mis à engueuler l'arbitre en lui montrant la serviette en-

Denis Gauthier jr

sanglantée, mais rien à faire. Canale s'est donc retrouvé dans les estrades pour un deuxième match de suite. Notez que le tout s'est déroulé sous les yeux du président de la ligue, Gilles Courteau, qui assisait au match.

### Gauthier aux anges

Le défenseur Denis Gauthier jr avait de quoi pavoiser après la rencontre. Il venait de doubler son nombre de buts cette saison et durant tout le match il a épinglé les Harfangs au centre de la patinoire. «Je suis content, c'est bon pour la confiance. Sur mes deux buts, j'ai lancé sur le filet en espérant que quelqu'un prendrait les retours et la rondelle entrait d'elle-même.»

«Mon rôle, c'est de jouer physiquement. Si je ne le fais pas, je ne demeurerai pas ici longtemps», rappelait-il, pour justifier son implication physique.

### Routhier solide

Le gardien des Voltigeurs, Stéphane Routhier a connu un bon match, bloquant 30 des 33 tirs des Harfangs. Même s'il a été victime de drôles de buts, il s'est dit satisfait de sa tenue. «Ca a bien été. Je contrôlais bien mes retours et j'étais dans le match. C'était comme une rencontre d'éliminatoires ce soir. Les gens embarquaient et dans ce temps-là, c'est beaucoup plus amusant pour nous.»

### Une question de synchronisme pour André Roy

André Roy a bien apprécié son premier match à Drummondville. Il faisait remarquer qu'il lui faudra s'ajuster, parce que tout se passe pas mal plus vite qu'à Chicoutimi chez les Voltigeurs. «C'est vraiment la rapidité d'exécution qui est meilleure qu'à Chicoutimi. C'est certain que de jouer avec des gars comme Brière, qui a déjà 50 points d'accumulés, et Stéphane St Amour va m'aider. Si ça va bien, je devrais ramasser ma part de points avec eux.»

### Le cas Latulippe

La nouvelle acquisition des Voltigeurs, Carl Latulippe évoluait à Val-Bélair, dans la ligue junior AA. S'il en était là, c'est parce qu'il avait choisi de quitter l'équipe, ayant de la difficulté à s'adapter aux autres Saguenéens. «Là-bas, il y a les vétérans d'un bord et les recrues de l'autre. Des cinq recrues que nous étions, quatre venaient de Montréal et se connaissaient déjà. Je ne voulais pas trop m'imposer, tellement qu'à un moment donné, j'ai cru que je n'aimais plus jouer au hockey. Quand je suis parti, certains disaient que c'était parce que je m'ennuyais de ma blonde, mais ce n'était pas ça du tout.»

Chez les Voltigeurs, il a été très bien accueilli. C'est là qu'il souhaitait jouer d'ailleurs. «Juste de la façon dont on me traite ici fait toute une différence. Je pensais qu'on me traiterais comme une recrue, mais j'ai été surpris et content parce que les gars m'ont accueilli comme un gars de la gang.»

*Gain des Frontaliers 4-3*

# Coaticook à trois points du premier rang de sa section

**Christian ROY Coaticook**

Les Frontaliers de Coaticook ont démontré encore une fois hier qu'ils peuvent revenir de l'arrière pour se sauver avec la victoire. Devant 642 partisans comblés, ils ont travaillé d'arrache-pied pour arracher une victoire de 4-3 face aux Eperviers de Contrecoeur. Cette victoire permet donc aux Frontaliers

Claude Fernet

de se rapprocher à trois points du premier rang de leur section, détenu par ces mêmes Eperviers, avec un match en plus en main.

Les personnes présentes au centre récréatif Gérard-Couillard de Coaticook ont pu assister, hier soir, à une rencontre fort enlevante du début à la fin. Le match fut dénudé de toute rudesse car seulement 10 pénalités mineures et une majeure furent décernées par l'officiel Patrice Normandin. Ce dernier a toutefois semblé voler le spectacle en toute fin de rencontre alors qu'à 1:10 de la fin du match, il a décerné sa seule infraction de la troisième période à Sébastien Pelletier des Frontaliers. Contrecoeur a alors profité de l'occasion pour retirer son gardien, mais sans succès. Il faut préciser que Claude Fernet a su tirer son épingle du jeu, tant dans cette difficile dernière minute de jeu que durant toute la rencontre. Le portier coaticookois a été solide, repoussant 43 des 46 tirs dirigés contre lui, alors que Coaticook n'ont lancé qu'à 33 reprises contre le gardien Daniel Laviolette.

Yannick Huot, deux fois dont celui de la victoire, à genoux sur la glace il a réussi à loger le disque dans le haut du filet, Dominic Scalabrini et Dominic Côté furent les marqueurs des vainqueurs, Le but de Côté, qui égalait la marque à 3:35 de la troisième, fut tout simplement électrisant. Après avoir accepté une passe de Dominic Scalabrini, il a réussi à contourner le défenseur qui le couvrait avant de littéralement faire coucher le gardien Laviolette et tirer dans un filet complètement abandonné. Sébastien Veilleux, Nadim Abid et Eric Doucet ont marqué pour Contrecoeur qui ont semblé avoir eu le meilleur sur les Frontaliers au cours des quarante premières minutes de jeu, doublant les coaticookois au chapitre des lancers 32-16. Ce n'est qu'en troisième qu'on a assister à l'émergence des joueurs d'Yves Breton qui ont alors pressé leurs adversaires dans leur zone.

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LA PRESSE

Sévices dans la LHJMQ

# Le rêve brisé de Carl Latulippe

PHOTO OLIVIER JEAN, LA PRESSE

Carl Latulippe dit avoir vécu un cauchemar et s'être retrouvé au cœur d'un cycle de violence entre vétérans et joueurs recrues chez les Saguenéens de Chicoutimi.

## Carl Latulippe croyait réaliser un rêve en se joignant aux Saguenéens de Chicoutimi, en 1994. Il dit avoir plutôt vécu un

**cauchemar et s'être retrouvé au cœur d'un cycle de violence entre vétérans et joueurs recrues qui l'a écœuré du hockey. Son histoire fait aujourd'hui l'objet d'une enquête de la LHJMQ. Il a accepté de la raconter à *La Presse*.**

Publié hier à 5h00

**ARIANE LACOURSIÈRE**
ÉQUIPE D'ENQUÊTE, LA PRESSE

**SIMON-OLIVIER LORANGE**
LA PRESSE

**Les « allégations de nature sexuelle » sur lesquelles enquête actuellement la Ligue de hockey junior majeur du Québec (LHJMQ) concernent des évènements qui seraient survenus chez les Saguenéens de Chicoutimi en 1994-1995, a appris *La Presse*. Les témoignages de deux anciens joueurs évoquent de la violence, de l'intimidation et des agressions commises par certains vétérans sur des recrues.**

Une vingtaine de joueurs des Saguenéens de l'époque et de personnes ayant gravité dans l'entourage de l'équipe nient avoir assisté ou participé à de tels évènements.

Mais pour Carl Latulippe, les souvenirs sont clairs. À 16 ans, il a été repêché au premier tour par les Saguenéens. Moins d'un mois après le début de la saison, il quittait le Saguenay et voulait abandonner le hockey, troublé par les sévices qu'il aurait subis aux mains de vétérans.

Près de 30 ans plus tard, celui qui est aujourd'hui homme d'affaires dans l'industrie automobile brise le silence. « Elle n'est pas exceptionnelle, mon histoire. Ce qui est écœurant, c'est qu'elle est loin d'être unique », dit Carl Latulippe, attablé dans un restaurant de Québec.

Le 21 mars, en commission parlementaire, le commissaire par intérim de la LHJMQ, Martin Lavallée, a indiqué que « des allégations de nature sexuelle » étaient « venues [à ses] oreilles » en lien avec des évènements survenus « dans les années 1990 » au sein d'une formation du circuit. « Lorsqu'on nous a informés de la situation, nous avons procédé à une quête d'informations, laquelle nous a rapidement amenés à mettre en place une enquête indépendante pour assurer d'aller au fond des choses », a-t-il ajouté. Il n'a identifié ni l'équipe concernée ni l'année des évènements en question.

*La Presse* a été en mesure de confirmer que cette enquête vise les Saguenéens de la campagne 1994-1995, soit la saison recrue de Carl Latulippe.

## Un passionné de hockey

Durant son enfance à Val-Bélair, Carl Latulippe ne comptait pas les heures passées à jouer au hockey dans la rue ou sur la patinoire familiale. Mais le traitement qu'il dit avoir subi de la part de certains vétérans chez les Saguenéens a anéanti son amour du hockey. Il n'a plus jamais mis les pieds dans un aréna après avoir quitté la LHJMQ, après deux saisons.

Les histoires d'ex-joueurs ayant été victimes de violences et d'agressions dans leurs années de hockey junior canadien font les manchettes depuis le début de février. Même si elle a rejeté leur demande d'action collective, la Cour supérieure de l'Ontario a révélé des cas de maltraitance subie depuis les années 1980 par des joueurs d'âge junior issus des trois grandes ligues canadiennes. Au Québec, le commissaire de la LHJMQ, Gilles Courteau, en poste depuis 37 ans, a quitté ses fonctions le 5 mars, quelques jours après avoir témoigné devant la commission parlementaire chargée de

faire la lumière sur l'étendue du phénomène[98]. Les versions contradictoires de Gilles Courteau avaient été exposées dans *La Presse*[I].

**Pour M. Latulippe, l'important n'est pas tant que des « têtes tombent ». Mais bien que « plus aucun jeune ne subisse » ce qu'il a vécu. « Combien de carrières, mais surtout combien de vies ont été brisées par de tels agissements ? », demande-t-il.**

Carl Latulippe a commencé à jouer au hockey mineur à l'âge de 5 ans. « C'était ma passion. […] C'était la plus belle chose que je pouvais faire », dit-il. Le jeune homme au talent naturel a joué midget AAA pour les Gouverneurs de Sainte-Foy. À 15 ans, il participait au Défi mondial des moins de 17 ans. À cette époque, Latulippe rêvait de la Ligue nationale.

## Chicoutimi

À 16 ans, Carl Latulippe est repêché par les Saguenéens de Chicoutimi. Il quitte la maison familiale pour le camp d'entraînement de début de saison. Le déménagement le déstabilise. « En 1994, il n'y avait pas l'internet. Mes parents n'ont jamais gagné plus de 40 000 $ de leur vie. Je n'avais pas de téléphone. C'était loin, Chicoutimi ! », dit-il.

Dans ses premiers jours à Chicoutimi, il relate avoir été accueilli en héros et s'être fait demander d'être pris en photo par des admirateurs dans des restaurants. Mais dès que le camp d'entraînement se termine et que l'équipe est formée, le scénario change, dit-il. Carl Latulippe raconte que des vétérans imposent leurs règles. Que des recrues doivent leur verser leur maigre paye.

PHOTO OLIVIER JEAN, LA PRESSE

Plus d'une fois, des vétérans ont pris « des serviettes avec des savons dedans et ils nous frappaient avec pour que ça ne laisse pas de marques », affirme Carl Latulippe.

**Carl Latulippe affirme qu'un joueur recrue s'est plaint un jour du traitement reçu et en a payé le prix en se faisant battre violemment par des vétérans.**

Il estime que l'emprise de vétérans à Chicoutimi se traduisait par des gestes « répétitifs ». Plus d'une fois, des vétérans ont pris « des serviettes avec des savons dedans et ils nous frappaient avec pour que ça ne laisse pas de marques », dit-il.

L'évènement de trop pour Carl Latulippe se serait déroulé lors de l'un des premiers voyages du club, en route pour disputer un match en Abitibi. Dans l'autobus, des vétérans auraient demandé à des recrues de se dévêtir et de se masturber. Les jeunes joueurs se seraient fait dire qu'ils avaient un très court laps de temps pour éjaculer et que ceux qui n'y parviendraient pas seraient enfermés dans les toilettes de l'autobus. Pour « aider » les recrues à éjaculer, on aurait fait jouer des films pornographiques sur

les télévisions communes de l'autobus, où se trouvaient des adultes, selon Carl Latulippe.

Ce dernier dit avoir été entassé avec d'autres recrues dans les toilettes de l'autobus, toujours nu. Il ignore le temps exact qu'ils ont passé dans ce réduit. Mais aujourd'hui, il a du mal à prendre l'avion. Il évite les foules. « Je suis claustrophobe », dit-il.

Peu après cette expérience, Latulippe quitte les Saguenéens. A-t-il parlé des évènements à quelqu'un de la direction ? « On savait qu'il ne fallait pas y aller. Si on y allait, c'est sûr qu'on se ferait battre », dit-il.

À l'époque, le court séjour de Latulippe, un choix de première ronde, rappelons-le, a fait jaser. Ses coéquipiers avaient l'impression qu'il « s'ennuyait de sa blonde ». Les journaux en parlent. « Las de jouer sans joie et incapable de s'adapter, Carl Latulippe vient de quitter les Saguenéens de Chicoutimi », écrit le quotidien *Le Soleil* le 8 octobre 1994. « Je n'ai pas retrouvé là-bas la philosophie que j'avais du hockey. Je ne m'amusais plus », dira à l'époque Latulippe. « Je me sentais mal dans ma peau », dira-t-il aussi au *Quotidien* de Chicoutimi.

PHOTO EDOUARD PLANTE-FRÉCHETTE, ARCHIVES LA PRESSE

Témoignage de Martin Lavallée, commissaire par intérim de la LHJMQ, devant la Commission de la culture et de l'éducation de l'Assemblée nationale, chargée de faire la lumière sur la violence dans le hockey junior, le 21 mars dernier.

## Expérience similaire

Un autre joueur des Saguenéens de 1994-1995, qui n'a pas gardé de lien avec Carl Latulippe, confirme sa version des faits. Il préfère que son identité ne soit pas révélée dans ce reportage afin de ne pas subir de représailles d'anciens coéquipiers, lui qui dit avoir tourné la page sur sa carrière junior. Nous le désignerons donc par le prénom fictif Luc.

« Des claques en arrière de la tête et des coups de poing sur la gueule », Luc en a vu. Beaucoup. Il témoigne aussi que des joueurs ont été enfermés dans des toilettes d'autobus.

La première saison d'une recrue était longue, raconte-t-il. Attacher les patins des vétérans, transporter leur équipement ou aller leur acheter des boissons gazeuses étaient autant d'ordres qui, s'ils n'étaient pas exécutés, engendraient des conséquences. Les premières semaines du calendrier étaient particulièrement pénibles.

Draguer une fille dans un bar valait de se faire demander de « décalisser » des lieux par les joueurs plus âgés. Les défier signifiait d'en payer le prix le lendemain à l'aréna.

Luc n'a pas assisté à des séances de masturbation forcée, mais il assure avoir vu des coéquipiers se toucher sans gêne dans l'autobus, alors qu'était diffusé un film pornographique.

Selon lui, au moins une recrue a dû, après un match sur la route, s'asseoir sur un siège d'autobus où se trouvait le sperme d'un vétéran qui, quelques minutes plus tôt, avait eu une relation sexuelle avec une jeune femme à bord du véhicule. « J'ai fait exprès parce que je savais que tu allais t'asseoir là », aurait dit ce joueur.

Encore aujourd'hui, Luc en veut à l'entraîneur-chef Gaston Drapeau, disparu en 2014. « Il aurait fallu qu'un adulte nous aide », dit-il. Au cours des dernières semaines, voyant les révélations sur le hockey junior s'accumuler dans les médias, la conjointe de Luc lui a demandé s'il avait vécu des expériences similaires. Quelques histoires rapportées en Ontario et dans l'Ouest canadien mentionnaient notamment l'insertion de bâtons de hockey dans l'anus des victimes.

« Non, ça, ça ne m'est pas arrivé, lui a-t-il répondu. Mais ç'aurait pu, tellement j'ai croisé du monde fou. »

> 1. Lisez l'article « Initiations au hockey junior Des "problèmes" depuis 45 ans, a reconnu Courteau en 2021 »

## Perceptions différentes

PHOTO FRANCIS BLACK, GETTY IMAGES

Des personnalités aujourd'hui très connues du public faisaient aussi partie de l'édition 1994-1995 des Saguenéens et ont nié avoir été témoins de quoi que ce soit.

Dans le cadre de cette enquête, *La Presse* a parlé à 20 joueurs et personnes qui ont gravité autour des Saguenéens de l'époque. La majorité a nié avoir été témoin de quoi que ce soit.

Aujourd'hui entraîneur et directeur général des Saguenéens, Yanick Jean était un vétéran dans cette équipe en 1994-1995. Questionné pour savoir s'il a été témoin de gestes violents ou de nature sexuelle envers les recrues de l'époque, sa réponse est catégorique : « Impossible. »

Il assure que le climat recrues-vétérans était « le fun ». « On était une belle gang de gars », dit-il. Si des initiations ont eu lieu, il s'agissait de « partys d'équipe ». « Mais j'ai rien eu de ce qu'on a pu lire dans les journaux », dit-il.

Des personnalités aujourd'hui très connues du public faisaient aussi partie de cette édition des Saguenéens. Parmi elles, le gardien de but Marc Denis, devenu analyste à RDS.

Joint par *La Presse*, M. Denis a dit avoir « fait le saut » en prenant connaissance des évènements allégués par les victimes. Jamais il n'a eu connaissance de violences répétées et il n'a aucun souvenir d'avoir vu un film pornographique dans l'autobus.

Il dit toutefois ressentir de l'« empathie » pour les personnes qui auraient « vécu ou perçu » des évènements dont il dit ignorer l'existence. « Je suis content que les langues se délient si des personnes se sont senties brimées », a-t-il insisté. Il ne retient que du positif de sa carrière junior. « Je souhaite à tous les jeunes de passer par la LHJMQ », a-t-il ajouté. L'ancien gardien Éric Fichaud, analyste à TVA Sports, a tenu en substance les mêmes propos.

Alain Nasreddine, entraîneur adjoint chez les Stars de Dallas, disputait pour sa part sa dernière saison chez les juniors.

> **« Dans ce temps-là, quand tu étais une recrue, c'était tout le temps un peu difficile, mais ce n'était pas l'enfer non plus. »**
>
> — Alain Nasreddine

Aujourd'hui commentateur à RDS, André Roy était lui aussi vétéran en 1994-1995 à Chicoutimi. Il dit que si des initiations ont eu lieu, il n'a « jamais vu rien d'affaires d'histoire de bâtons et d'Antiphlogistine », référence aux révélations choquantes tirées du jugement de la Cour supérieure de l'Ontario.

> **« Être initié, on est passé par là comme recrue. Après, c'est une roue qui tournait. Mais il n'y avait rien de dégradant. »**
>
> — André Roy

André Roy s'est déjà fait enfermer dans des toilettes d'autobus comme recrue. Il n'a toutefois pas de souvenir de recrues contraintes de se masturber. « Il n'y a rien eu de traumatisant pour moi, dit-il. Ça a formé l'homme que je suis devenu. Ça m'a permis d'avoir une carrière par après. »

## Pas de rancune

Mais pour Carl Latulippe, les souvenirs ne sont pas aussi roses. Après son court séjour chez les Saguenéens, il a conclu la saison chez les Voltigeurs de Drummondville, puis a disputé quelques matchs l'année suivante avec les Harfangs de Beauport. Il accrochera ses patins en 1996.

Le 2 mars 1996, le journal *Le Soleil* est revenu sur le départ de Carl Latulippe des Saguenéens en parlant d'un « premier choix gaspillé ». « Certains ont prétendu que les vétérans de l'équipe l'avaient pris à partie », a écrit le quotidien. Une affirmation qu'a niée à l'époque Latulippe. « Physiquement, j'étais prêt à évoluer dans le junior majeur. Mais mentalement, c'était une autre histoire. J'avais une blonde, je m'ennuyais, je descendais toujours à Québec. Finalement, j'ai tout lâché », a-t-il dit. Pourquoi ne pas avoir parlé à ce moment des faits ?

PHOTO OLIVIER JEAN, LA PRESSE

Carl Latulippe

> **« On dirait que ce n'était pas une option de parler de ça à l'époque. Comme si la société n'était pas prête. »**
>
> — Carl Latulippe

Après sa carrière dans la LHJMQ, Carl Latulippe éprouvera des problèmes de consommation. Est-ce attribuable à ce qu'il a vécu ? « De vous dire que c'est à cause de ça que j'ai consommé, je ne vous dirais pas ça. Mais de dire que ce n'est absolument pas à cause de ça, je ne pourrais pas vous dire ça non plus », dit-il.

Quand l'histoire de l'action collective ontarienne est sortie dans les médias en février, Carl Latulippe a d'abord écrit à l'animatrice du 98,5 Nathalie Normandeau qui a brièvement raconté son histoire en ondes, sans le nommer.

Après que *La Presse* eut communiqué avec plusieurs anciens joueurs des Saguenéens pour corroborer l'histoire de Carl Latulippe, la LHJMQ, mise au parfum de cette démarche, a elle-même amorcé une collecte d'informations, a confirmé un porte-parole du circuit. Le 20 mars, M. Latulippe a reçu un appel de Karl Jahnke, chef de l'exploitation, communications et marketing de la ligue, qui voulait entendre son récit.

PHOTO EDOUARD PLANTE-FRÉCHETTE, ARCHIVES LA PRESSE

Martin Lavallée devant la commission parlementaire de l'Assemblée nationale

Le lendemain, le commissaire par intérim de la LHJMQ, Martin Lavallée, a dit en commission parlementaire qu'une enquête indépendante avait été lancée sur des évènements survenus dans les années 1990.

Carl Latulippe affirme n'avoir aucune rancune envers les vétérans qui lui ont fait la vie dure. Notamment parce que plusieurs risquent d'avoir été eux-mêmes agressés durant leurs années recrues, selon lui. « Aujourd'hui, je comprends mieux. Je ne l'accepte pas

plus », dit-il. Mais chose certaine : il souhaite qu'aucun autre jeune ne subisse ce qu'il dit avoir vécu.

« L'espoir et les rêves de nos jeunes ne peuvent être anéantis par des agresseurs et des organisations qui font l'autruche », conclut-il.

## L'ENQUÊTE DE LA LHJMQ

La collecte d'informations menée par la LHJMQ auprès de Carl Latulippe et de certains ex-coéquipiers a convaincu la direction de la ligue de déclencher une enquête indépendante à ce sujet. Celle-ci a été confiée à M$^{e}$ Philippe Frère, du cabinet d'avocats Lavery, à qui avait été confiée, en 2019, l'enquête sur les allégations d'initiations inappropriées survenues chez le Phœnix de Sherbrooke quelques années auparavant. Par ailleurs, si la collecte préliminaire a été menée par Karl Jahnke, qui est chef de l'exploitation, communications et marketing de la LHJMQ, c'est parce que Natacha Llorens, directrice des services aux joueurs de la ligue, est en congé de maladie.

La Ligue n'a pas souhaité fournir de commentaires par rapport à ce reportage. Elle encourage toutefois les victimes potentielles à prendre la parole pour « dénoncer toutes situations problématiques qu'elles auraient pu subir dans leur carrière junior majeur ». Une adresse courriel et une ligne consacrées aux plaintes ont été créées spécifiquement pour les personnes qui voudraient signaler des abus.

Ligne téléphonique : 1-877-650-3555

Écrivez à la LHJMQ pour formuler une plainte

**Note: Une version précédente de ce texte mentionnait que la firme Gestion Jean Boudreau collaborait à l'enquête indépendante qu'a commandée la LHJMQ. Ce n'est pas le cas. Nos excuses.**

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# Information concernant les sociétés de régime fédéral - 397803-6

⚠ Attention aux arnaques et aux activités suspectes. Consultez les alertes de Corporations Canada.

**Note**

Ces renseignements sont à la disposition du public conformément à la législation (voir Divulgation publique de renseignements corporatifs).

Commandes des copies de documents corporatifs

Commander un Profil corporatif [Télécharger PDF] [Visionner HTML].

| | |
|---|---|
| **Numéro d’organisation** | 397803-6 |
| **Numéro d’entreprise (NE)** | 856053137RC0001 |
| **Dénomination sociale** | CANADIAN HOCKEY LEAGUE<br>LIGUE CANADIENNE DE HOCKEY |
| **Statut** | Actif |
| **Régime législatif** | *Loi canadienne sur les organisations à but non lucratif* - 2012-12-11 |

## Adresse du siège social

2300 Yonge Street
SUITE 1600
Toronto ON M4P 1E4
Canada

**Note**

Les organisations à but non lucratif actives doivent mettre à jour ces renseignements. Les changements sont légalement en vigueur à la date où ils sont déposés auprès de Corporations Canada. Une clé de société est requise. Si vous n’êtes pas autorisé à mettre ces renseignements à jour, vous pouvez soit communiquer avec l’organisation soit vous adresser à Corporations Canada. Nous aviserons l’organisation de ses obligations de déclaration.

## Administrateurs

| | | | |
|---|---|---|---|
| **Nombre minimal d’administrateurs** | 1 | **Nombre maximal d’administrateurs** | 10 |

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

BRUCE HAMILTON
3870 KITAMOUCHE ROAD
KELOWNA BC V1W 4E7
Canada

Alex Tanguay
2075 Rue Treggett
Québec QC G1T 0A7
Canada

GILLES COURTEAU
144 Rue de la Haute-Rive
Sherbrooke QC J1B 3Z9
Canada

DAVID BRANCH
294 - 701 Rossland Road E
WHITBY ON L1N 9K3
Canada

Tim Lukenda
402 Queen Street East
Unit 402
Toronto ON M5A 1T3
Canada

> **Note**
>
> Les organisations à but non lucratif actives doivent mettre à jour les renseignements concernant les administrateurs (noms, adresses, etc.) dans les 15 jours suivant tout changement. Une clé de société est requise. Si vous n'êtes pas autorisé à mettre ces renseignements à jour, vous pouvez soit communiquer avec l'organisation soit vous adresser à Corporations Canada. Nous aviserons l'organisation de ses obligations de déclaration.

## Dépôts annuels

| | |
|---|---|
| **Date d'anniversaire (MM-JJ)** | 12-11 |
| **Date de la dernière assemblée annuelle** | 2022-10-19 |
| **Période de dépôt annuel (MM-JJ)** | 12-11 au 02-09 |
| **Type d'organisation** | N'ayant pas recours à la sollicitation |
| **Statut des dépôts annuels** | 2023 - N'est pas dû<br>2022 - Déposé<br>2021 - Déposé |

# Historique de l’organisation

| Historique de la dénomination sociale | | | |
|---|---|---|---|
| 2001-12-03 jusqu'à maintenant | CANADIAN HOCKEY LEAGUE | 2001-12-03 jusqu'à maintenant | LIGUE CANADIENNE DE HOCKEY |

## Certificats et documents déposés

| | | |
|---|---|---|
| **Certificat de prorogation** | 2012-12-11 | Juridiction précédente : Loi sur les corporations canadiennes, partie 2 (LCC-Partie 2) |
| **Règlements administratifs** | | Reçu le 2012-12-11 |
| **Certificat de modification** * | 2019-11-14 | Renseignements concernant les modifications aux statuts. Autre |

* L’information concernant les modifications sont seulement disponibles pour les modifications effectuées après le 2010-03-20. Certains certificats émis avant 2000 pourraient ne pas être listés. Pour obtenir des renseignements supplémentaires contactez Corporations Canada.

Commandes des copies de documents corporatifs

Débuter une nouvelle recherche

**Date de modification:**
2023-02-10

# About the CHL

FR

Established in 1975, the Canadian Hockey League (CHL) is the world's largest development hockey league and top supplier of talent to the National Hockey League and U SPORTS.

As Canada's top supporter of academic scholarships, the CHL provides a year's worth of tuition and book fees for each season played in the League, with players eligible to attend any Canadian or American-based post-secondary institution. In 2021-22, CHL scholarships accounted for nearly $10 million.

On an annual basis, the CHL supports many community causes including Pink in the Rink in support of breast cancer and cancer research charities, Talk Today in support of the Canadian Mental Health Association, and local children's charities with Teddy Bear Toss nights, among others. The CHL is also a major supporter of Canadian minor hockey with strong support at the league and club levels, and backing community hockey at the grassroots level via local and regional minor hockey programs, player development camps, officiating development camps, sponsorship programs, community fundraising events and engagement, and more.

Comprised of three Member Leagues – the Ontario Hockey League (OHL), Quebec Major Junior Hockey League (QMJHL), and Western Hockey League (WHL) – the CHL counts 52 Canadian teams operating in nine provinces and eight American teams operating in four states.

OHL: Founded in 1980, the OHL comprises 17 Ontario-based Clubs as well as two based in Michigan and one in Pennsylvania. Each season, OHL Clubs compete for the J. Ross Robertson Cup. The OHL's 20 Member Clubs include the Barrie Colts, Erie Otters, Flint Firebirds, Guelph Storm, Hamilton Bulldogs, Kingston Frontenacs, Kitchener Rangers, London Knights, Mississauga Steelheads, Niagara IceDogs, North Bay Battalion, Oshawa Generals, Owen Sound Attack, Ottawa 67's, Peterborough Petes, Saginaw Spirit, Sarnia Sting, Soo Greyhounds, Sudbury Wolves, and Windsor Spitfires.

QMJHL: Founded in 1969, the QMJHL comprises 12 Quebec-based Clubs as well as six Clubs in Atlantic Canada (three in New Brunswick, two in Nova Scotia, one in Prince Edward Island). Each season, QMJHL Clubs compete for the President Cup. The QMJHL's 18 Member Clubs include the Acadie-Bathurst Titan, Baie-Comeau Drakkar, Blainville-Boisbriand Armada, Cape Breton Eagles, Charlottetown Islanders, Chicoutimi Sagueneens, 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, and Victoriaville Tigres.

WHL: Founded in 1966, the WHL comprises 22 Clubs counting five Clubs in each of British

Kamloops Blazers, Kelowna Rockets, Lethbridge Hurricanes, Medicine Hat Tigers, Moose Jaw Warriors, Portland Winterhawks, Prince Albert Raiders, Prince George Cougars, Red Deer Rebels, Regina Pats, Saskatoon Blades, Seattle Thunderbirds, Spokane Chiefs, Swift Current Broncos, Tri-City Americans, Vancouver Giants, Victoria Royals, and Winnipeg ICE.

Each year, the CHL hosts multiple National Events including the Kubota CHL/NHL Top Prospects Game for top NHL Draft eligible players as well as the year-end Memorial Cup presented by Kia where the three Member League playoff champions as well as a host team compete to determine a national champion. The Memorial Cup was first presented in 1919 in memory of Canadian hockey players who died in the First World War. In 2010, the Memorial Cup was rededicated to all fallen Canadian military personnel.

The CHL also hosts the annual online CHL Import Draft where each CHL Club can select a maximum of two players who are not residents within North America.

In June 2019, Dan MacKenzie was announced as the CHL's first full-time President. The three Member League Commissioners serve as CHL Vice-Presidents, including Gilles Courteau (QMJHL), David Branch (OHL), and Ron Robison (WHL).

Playing before more than 9 million ticket holders each season, the CHL and its Clubs are the top-ranked sports property in 46 Canadian markets, drawing intimate connections with Canadians and their communities. On an annual basis, the CHL reaches more than 1 in 3 Canadians and has a strong, growing, and passionate fan base across Canada and in the United States. In all, nearly 10 million Canadians connect with the CHL each year. By the numbers, the CHL and its Clubs also count more than 450 league officials, 1,000 staff, 1,300 billet families, and 1,500 players.

In 2021, the CHL announced a multi-year broadcast rights partnership with TSN and RDS. The partnership includes approximately 30 regular-season games delivered by TSN in addition to select playoff coverage and the comprehensive suite of CHL national events, in addition to approximately 20 French-language broadcasted games by RDS.

## CHL Alumni

On an annual basis, the CHL is the most represented development hockey league in the NHL Draft. Most recently, the 2022 NHL Draft saw 82 players selected, accounting for more than one-third of all selections. In all, 10 CHL players were chosen in the opening round of the 2022 NHL Draft while 40 CHL clubs were represented by at least one selection.

Last season, 955 CHL graduates pursued an education while also participating in varsity athletics with U SPORTS. For 2022-23, 405 CHL graduates were named to National Hockey League opening rosters.

Court File No. CV-14-514423

*ONTARIO*

**SUPERIOR COURT OF JUSTICE**

B E T W E E N:

**SAMUEL BERG**

Plaintiff

- and -

**CANADIAN HOCKEY LEAGUE, ONTARIO MAJOR JUNIOR HOCKEY LEAGUE, ONTARIO HOCKEY LEAGUE, WINDSOR SPITFIRES INC., LONDON KNIGHTS HOCKEY INC., BARRIE COLTS JUNIOR HOCKEY LTD., BELLEVILLE SPORTS AND ENTERTAINMENT CORP., ERIE HOCKEY CLUB LIMITED, GUELPH STORM LIMITED, KINGSTON FRONTENAC HOCKEY LTD., 2325224 ONTARIO INC., NIAGARA ICEDOGS HOCKEY CLUB INC., NORTH BAY BATTALION HOCKEY CLUB LTD., GENERALS HOCKEY INC., OTTAWA 67'S LIMITED PARTNERSHIP, THE OWEN SOUND ATTACK INC., PETERBOROUGH PETES LIMITED., COMPUWARE SPORTS CORPORATION, SAGINAW HOCKEY CLUB, L.L.C., 649643 ONTARIO INC c.o.b. as SARNIA STING, SOO GREYHOUNDS INC., 1056648 ONTARIO INC., KITCHENER RANGER JR A HOCKEY CLUB, and SUDBURY WOLVES HOCKEY CLUB LTD.**

Defendants

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

**AFFIDAVIT OF DAVID E. BRANCH**
**(SWORN DECEMBER 23, 2015)**

I, David Branch, of the Town of Whitby, in the Regional Municipality of Durham, MAKE OATH AND SAY:

1. I am the President of the Canadian Hockey League ("**CHL**"). I have served as President of the CHL for almost 20 years, since 1996. As President, I am responsible for the operation, general supervision and direction of all of the CHL's affairs.

2. I am also the Commissioner of the Ontario Hockey League ("**OHL**"). I have served as Commissioner of the OHL for over 36 years, since 1979. In my role as Commissioner, I oversee all of the OHL's operations.

3. In addition to my roles with the CHL and OHL, I volunteer my time as Head Coach of the Whitby Wildcats Minor Midget AAA team.

4. I previously served as Executive Director of the Canadian Amateur Hockey Association ("**CAHA**") from 1977 to 1978. CAHA was the recognized national sport governing body for all amateur ice hockey in Canada between 1914 until 1994 when it merged with Hockey Canada.

5. I also served as the Secretary-Manager of the Ontario Hockey Association ("**OHA**") between 1974 and 1976. The OHA administers the majority of junior and senior level ice hockey in Ontario, including Jr. A, Jr. B and Jr. C leagues. The OHA and the OHL are both members of the Ontario Hockey Federation ("OHF"), which is one of the recognized provincial sport governing body for amateur hockey in Ontario.

6. On the basis of the above, I have knowledge of the matters to which I depose in this affidavit, except where I state below that I have relied upon information from another source, in which case I indicate the source of my information and I believe the information to be true.

**Overview**

7. In this affidavit, I provide evidence on the following matters:

(a) ***Overview of the CHL:*** In this section, I provide background evidence on the CHL and its constituent leagues and teams; and their affiliation with Hockey Canada.

(b) ***The CHL's goals:*** In this section, I describe the CHL's goals: to provide hockey training and development opportunities to talented adolescents; to foster their educational successes and opportunities so they have career paths outside of hockey; to supervise and take care of them while living away from home; and to guide their character development as they grow into men.

(c) ***The CHL's focus on education:*** I provide more in-depth information about the ways in which the CHL promotes our players' scholastic success and educational opportunities.

(d) ***Background on amateur hockey in Canada:*** I provide background evidence on the levels and governance of amateur hockey in Canada, including at the junior and minor levels.

(e) ***Comparison of hockey alternatives:*** I provide my evidence on the similarities and differences between major junior hockey played at the CHL level, and other alternatives available to talented adolescent hockey players.

(f) ***Player eligibility and draft process:*** I provide evidence on the parameters of eligibility for players in the CHL, and the selection process.

(g) ***Background on the OHL:*** In this section, I provide background evidence on the OHL, including its structure and its constituent teams.

(h) ***The OHL's goals:*** I describe the OHL's goals, which mirror those of the CHL and are focused on promoting the hockey and educational development of adolescent hockey players.

(i) ***The OHL's focus on education:*** I describe the ways in which the OHL promotes players' scholastic success and academic opportunities, at the League and team level. In particular, I discuss in more detail the OHL's scholarship program and league-wide education standards.

(j) ***The OHL billet program:*** Most of our players are teenagers who are living away from home for the first time. In this section, I describe the OHL's program for billeting boys with local families, and the role these families play in the boys' lives.

(k) ***Roles and responsibilities of OHL Commissioner:*** I briefly outline my role and responsibilities as OHL Commissioner.

(l) ***Standard Player Agreements:*** I outline the standard player agreement and explain the mutual commitments made by the player and the team. I also discuss the purpose and objective of the standard player agreement and why its terms assist the League in delivering its commitment to provide players with a multi-faceted development opportunity.

(m) ***League Awards, Playoffs and World Juniors:*** In this section, I provide information about league awards, playoffs and the World Junior championship.

(n) ***Plaintiff's affidavits:*** I respond to relevant portions of the affidavits filed by the proposed representative plaintiff, Sam Berg, in support of this motion, including relating to inaccuracies in his evidence. I also provide factual information relating to the evidence of Andrew Eckart, who swore an affidavit in support of Sam's motion.

(o) ***Glenn Gumbley:*** I provide information with respect to Glen Gumbley, who filed the complaint which gave rise to the Washington State Department of Labor and Industries investigation.

(p) ***Financial Information:*** I provide an overview of the League and teams' financial standing.

(q) ***Implications of certification:*** I address what I anticipate will be the implications of certification on many of our teams, the League and current and future players.

**Overview of the CHL**

8. The CHL is a not-for-profit corporation governed under the laws of Ontario. Its head office is in Scarborough, Ontario. The CHL was founded in 1975, and was previously known as the Canadian Major Junior Hockey League.

9. The CHL is the governing body for major junior hockey in Canada. Major junior hockey is the premier, or top tier, level of amateur hockey in Canada for adolescent players 16 to 20 years of age.

10. The CHL is composed of three constituent leagues (individually, a "**League**"; collectively, the "**Leagues**"): the OHL; the Quebec Major Junior Hockey League ("**QMJHL**"); and the Western Hockey League ("**WHL**"). There are 52 Canadian and eight American teams currently participating in the CHL's three constituent Leagues. The current composition of each League is as follows:

(a) The OHL is composed of 20 teams located in Ontario (17 teams), Michigan (2 teams) and Pennsylvania (1 team);

(b) the WHL is composed of 22 teams located in British Columbia (6 teams), Alberta (5 teams), Saskatchewan (5 teams), Manitoba (1 team), Washington (4 teams) and Oregon (1 team); and

(c) the QMJHL is composed of 18 teams located in Quebec (12 teams), New Brunswick (3 teams), Nova Scotia (2 teams) and PEI (1 team).

11. Each League plays separate exhibition, regular season and playoff schedules. The regular season of each League runs from approximately the third week of September to the third week of March of the following year, and is composed of 68 games per team in the OHL and QMJHL, and 72 games per team in the WHL. Approximately one-half of such games are played on "home ice" in an arena located in the team's home area. The remainder are "away" games to which teams travel, generally by bus, as a group. The CHL schedule culminates in the Memorial Cup tournament, which sees each of the three League champions as well as the host team play a round-robin tournament to determine a national champion.

12. In total, approximately 1300 players play with the CHL teams each season.

13. The CHL is affiliated with Hockey Canada, the national governing body for amateur hockey in Canada. Hockey Canada oversees the management of programs in Canada from entry-level to top-level teams and competitions.

14. The CHL and its member Leagues, teams and players register with Hockey Canada through the Hockey Canada Registry and are "Registered Participants" under Hockey Canada's by-laws. They adhere to Hockey Canada regulations. Further, the CHL is formally recognized as a "Partner" of Hockey Canada in its by-laws. Attached as **Exhibit "A"** to my affidavit are By-Laws 12 and 13 of the Hockey Canada By-Laws.

15. Hockey Canada considers the CHL to be an amateur league and the CHL teams to offer the highest level of non-professional hockey competition in Canada, administrated as a development program under the auspices of Hockey Canada. Attached as **Exhibit "B"** is an excerpt from the Transfer and Release Agreement between USA Hockey, Hockey Canada and CHL.

**The CHL's Goals**

16. The CHL's goals are focused on the players. At the very core of everything we do is the philosophy of "Players First". The quality of the player experience is a first priority for all teams in the CHL. Embedded in the delivery of all player supports and programs is an understanding that the CHL operates with a view to prioritizing players' interests and needs above all else. Attached as **Exhibit "C"** is an OHL document entitled "OHL Comprehensive Player Support Program" which represents this philosophy and details the supports and programs available to the players. Each of the Leagues in the CHL has a similar document which summarizes the player-focused approach across each of the Leagues.

17. Our goals are to provide hockey training and development opportunities to talented adolescents; to foster their educational successes so they have career opportunities outside of hockey; to supervise and take care of them while living away from home; and to guide their character development as they grow into men.

18. I discuss each of these goals at a high level below. I provide more detail as to how these goals are achieved at the CHL, OHL and team level later on in my affidavit.

***Hockey Training and Player Development***

19. The CHL regards itself as the world's premier developmental hockey league. Our emphasis is on just that: player development. Our member Leagues and teams provide the

highest level of training for hockey players and the highest levels of competition to adolescent players who show talent and promise.

20. The CHL's teams provide players with elite-level coaching staff, athletic therapists, medical personnel, strength and conditioning coaches and nutritional consultants.

21. Amateur hockey players are in many cases driven and motivated by a desire to play in the CHL to obtain the highest level of training and development. Their ultimate goal is often to maximize their chances of playing in the National Hockey League ("**NHL**").

22. In Canada, the CHL is widely regarded as a stepping stone to the National Hockey League ("NHL"). The CHL supplies more players to the NHL and Canadian Interuniversity Sport ("**CIS**") than any other league in the world. Approximately 55% of current NHL players played at one time with a team in the CHL. Approximately 64% of CIS hockey players once played in the CHL.

23. These results represent the extent to which we focus our efforts on training young players to make it to the next level in the sport.

***Player Education***

24. While most of the players in the CHL dream of making it to the NHL, very few actually succeed. In the OHL, approximately 30% of players end up signing a contract with the NHL. Recognizing this, it is of utmost importance that our players continue to progress in their education during their time with the CHL. The CHL and its member Leagues and teams are focused on ensuring that players progress in their education, so that they have future educational and career opportunities if professional hockey careers do not materialize.

25. Indeed, over the time that I have been associated with the CHL and the OHL, the importance of education to achieving a satisfying post-hockey career has greatly increased, as have the resources and supports we have devoted to ensuring players attain the education necessary to succeed.

26. As a result of our focus on academics, the high school graduation rate across the CHL is 98.6% -- much higher than the reported national high school graduation rate for young men in

2011 of 82%. Attached as **Exhibit "D"** to my affidavit is an excerpt from the Statistics Canada report entitled "Education Indicators in Canada: An International Perspective".

27. In the 2014-2015 season, the high school graduation rate in the OHL was 99.7%; in the WHL it was 100%; and in the QMJHL it was 96%.

28. Our scholarship program is one of the cornerstones of our focus on education. During the 2014-15 season, CHL teams paid $6.2 million in scholarships for 769 graduate players. In the OHL, while only approximately 30% of players end up signing a contract to play in the NHL, almost half -- 49% -- use their scholarships.

29. Supporting our players' educational goals is one of the most important objectives of the CHL. I am passionate about this issue and proud of our efforts.

***Player Supervision and Caregiving***

30. The vast majority of the players in the CHL are teenagers. Most players are 18 and under, still in high school or, in Quebec, in Cégep and are living away from home for the first time when they enter the CHL. These boys are required to attend high school or Cégep in the location where they live and play. Some of these boys are from as far away as the United States and Europe. We take very seriously the responsibility to ensure that these kids are supervised and supported in ways that are appropriate to their ages.

31. We run numerous programs and have several policies to safeguard the health and welfare of the boys, including:

(a) a concussion management program;

(b) a drug education and anti-doping program run in conjunction with the Canadian Centre for Ethics in Sport;

(c) a nutrition program;

(d) Academic Advisors for all teams;

(e) a "Respect in Sport" program (addressing harassment and abuse);

(f) policies on diversity, facial/head protection, use of mouth guards, tobacco use, gambling, pornography, throat protection, social networking;

(g) zero tolerance for hazing, discrimination, harassment and bullying;

(h) mental health support programs;

(i) medical and dental coverage; and

(j) CHL-wide requirement to have a defibrillator at the bench for every game and practice.

32. In addition to these programs which are run CHL-wide, there are also additional programs which individual Leagues and teams offer to players. For example, the OHL runs a mental health education program jointly with the Canadian Mental Health Association called *Talk Today*. *Talk Today* is designed for OHL players, parents, billet families and team staff to help identify and deal with mental health issues. As far as I know, it is one of, if not the most comprehensive mental health programs for amateur sports in Canada. It consists of several components including mental health and suicide-awareness workshops, mental health coaches, *Talk Today* community awareness events at OHL games, and mental health champions. A CMHA Mental Health Coach serves as a liaison for each team and is available to provide mental health resources, provide referrals to community mental health and addictions support, or mental health crisis intervention services.

33. The *Talk Today* program is being rolled out in the WHL and QMJHL next year.

34. Many teams also offer non-denominational spiritual support through Hockey Ministries International.

35. The QMJHL offers special support programs to players, including access to a confidential hotline.

36. All CHL players who are living away from home are billeted with local families.

37. In the OHL, the billet families are selected by the teams and the boys' families as appropriate caregivers for the players while they are away from home. All billet families go through background checks and must meet minimum criteria, such as providing a stable family

environment, appropriate supervision and support, access to computers, and private bedrooms. Parents put their trust in us to make sure that their boys are safe, going to school, doing their homework, eating well, getting enough sleep, managing the stresses of life, getting appropriate medical care when needed and learning important life lessons in a caring environment. I meet many of these parents personally and give them my word that their sons will be well cared-for. Very few parents would allow their boys to live away from home to play hockey without feeling confident that we have appropriate supervision and supports are in place.

38. The teams and/or the billet families monitor school attendance and performance, impose and enforce curfews, provide for organized social activities and encourage participation in community activities on a voluntary basis.

39. We work very closely with parents to ensure that we replicate the kinds of rules, structure and support systems that the boys are used to at home, and that are appropriate to their ages, life stages and other relevant life circumstances. This player supervision and caregiving role is one of our biggest responsibilities.

***Character Education***

40. The hockey training that we provide to the players emphasizes fair play, integrity and good sportsmanship. This emphasis on character development applies both on and off the ice.

41. We strive to provide players with opportunities to get involved in the communities that host and cheer for them, and to give back to those communities. Depending on the team and individual players' abilities, needs and circumstances, players are encouraged to take part in volunteer and charitable activities in the community. We believe this sort of character development is an important aspect of every young man's education and will be important for our players regardless of their chosen career paths.

**The CHL's Focus on Education**

42. As I stated above, one of the CHL's key objectives is to ensure that, along with an outstanding hockey training experience, our players are also properly prepared for whatever career path they choose. The goal is to help the players achieve success both on and off the ice.

43. The CHL actively encourages players to succeed academically, both during their time with the CHL and thereafter.

44. In the current 2015-2016 hockey season, 100% of all players in the OHL have completed high school, are attending high school or are registered in post-secondary courses. The number of players registered in post-secondary courses is significant: approximately 30% of all players in the OHL enroll in university or college courses during the hockey season.

45. There are several ways by which academic success is encouraged and promoted at the CHL level. I discuss below the Leagues' scholarship programs, the teams' Academic Advisors (called "Education Advisors" in the WHL), the CHL's Academic Awards and my monitoring of the academic results of the Leagues. There are also many other ways in which academic success is supported and promoted by the OHL and its member teams, which I address later on in my affidavit.

***Scholarship Program***

46. Every player in the CHL is eligible to receive a scholarship for post-secondary education.

47. The purpose of the scholarship program is to provide players the opportunity to pursue their hockey and academic goals.

48. The CHL scholarship program is one of the most comprehensive scholarship programs in amateur sport. The program allows players to pursue subsidized post-secondary education at Canadian and American universities, colleges, professional schools, technical schools and trade schools.

49. The scholarship program was introduced in the early 1980s. It has evolved and been enriched over time. It was introduced because there was a growing demand amongst players and their families to ensure that there were academic alternatives if a professional hockey career did not materialize.

50. During the 2014-15 season, 769 graduate CHL players drew on academic scholarships representing more than $6.2 million. The 769 scholarship recipients enrolled in 163 post-secondary institutions across North America, with many graduates continuing to play hockey in

CIS programs across the country. However, the scholarships are purely academic. There is no requirement for the CHL graduate to play hockey at the University or College level should he choose to focus entirely on his studies.

51. I am very closely involved in the process of signing up players to the OHL teams. I review and sign all of the OHL players' contracts (these are called Standard Player Agreements, or "**SPAs**"). In particular, I review the SPAs to ensure that each player receives at least the minimum scholarship package mandated by the OHL. I speak with many of the parents and the players being selected to play in the OHL.

52. Many players and their parents choose to be represented and/or advised in this process by an agent. These agents are often the same individuals who represent professional hockey players. They represent amateur athletes (including CHL hockey players and NCAA players) for no fee or for a deferred fee to be paid if and when the player becomes professional. The idea in this – as in other amateur sports – is that the agents make an early investment in players while they are amateurs hoping that these relationships will pay off in the future when the players sign professional hockey contracts.

53. In my experience in the OHL, one of the most important priorities of the players and their parents – and the most important way that agents add value – is in the negotiation of the scholarship.

54. There is variation in the scholarship programs across the Leagues. In the OHL, at a minimum, each player is eligible for a one-year scholarship covering tuition, text books and compulsory fees for each season played, the quantum of which is based on the cost to attend the university closest to a player's parents' residential address (though players can use their scholarship toward any undergraduate degree, diploma or trade certificate, including Firefighting, Police Academy, EMS, at any recognized post-secondary institution of their choice and are reimbursed for actual expenses incurred). For American players, the reference school is the closest publicly-funded university or college. In addition to these minimum scholarship terms, players selected in the first round of the OHL Priority Selection also receive university room and board (which, combined with reimbursement of tuition, text books and compulsory fees is referred to as a "**Full Ride**"), the cost of which the teams are entitled to cap. Each team in

the OHL may pick one player in the first round of the OHL Priority Selection. The OHL Priority Selection is a selection mechanism designed to spread the talent of players equally among the League's member teams to ensure that there is a relatively even competitive environment for the boys.

55. However, within the OHL, there are further variations in respect of the length and amount of the scholarships. Individual teams may – and do – offer enhanced scholarship packages. The boys and their parents negotiate with the teams with respect to the scholarships. This results in tailored scholarship packages that meet or exceed the OHL's guaranteed minimum scholarship terms. For example, each team in the OHL is entitled to offer seven Full Ride scholarships to players selected in any round of the OHL Priority Selection, in a given four year cycle. Other examples of enhancements to the OHL-mandated minimum scholarship package may include:

(a) three years of scholarship for two years played;

(b) one year of scholarship guaranteed upon playing one exhibition or regular season game in each season of eligibility;

(c) guaranteed benefits in the event of injury;

(d) guaranteed benefits even though the player fails, in the opinion of the team, to demonstrate sufficient skill and ability to deserve a position as a player on the team; or

(e) enhancement of a Full Ride scholarship package with the addition of a tuition escalation clause based on the forecasted percentage tuition rate increase as published by the relevant university.

56. The teams are responsible for paying for the scholarships.

57. Ordinarily, players who have played in the OHL for four seasons receive four years of scholarship funding.

58. These scholarships are on top of the education costs that are covered by the teams for the players while they are playing in the League. The teams cover all education costs for players

while in the League, including all tuition (including at the university or college level), books and tutoring costs, and in some cases private school fees.

59. Since 2008, scholarships have been administered centrally, through each League. The teams pay the League, and the League pays the player or the school directly. The goal is to create a one-stop shop for players to access their scholarship. This way, they can have one contact across the League who deals with players and academic institutions, while ensuring that scholarships are processed with a certain level of efficiency and consistency.

60. Players in the OHL must begin using their scholarships within 18 months of the end of their major junior eligibility, taking into account their over-age year. This is referred to as the "18-month rule". The 18 months do not begin to run until after the player turns 20, The 18-month rule was established after consultation with players' parents. The feedback received from parents was players should be encouraged to move on with their education, recognizing that the likelihood of doing so decreases with the passage of time. This is an example of how the scholarship program has grown and evolved to meet and serve the best needs of the players who call upon it.

***Academic Advisors***

61. All CHL teams are required to have Academic Advisors (referred to as "Education Advisors" in the WHL) associated with the team. These Academic Advisors closely monitor and promote the attendance and academic performance of all players, whether in high school, college or university. I discuss the role of the Academic Advisors in greater detail below.

***Academic Awards***

62. The CHL rewards academic excellence. The CHL Scholastic Player of the Year Award is awarded annually to the CHL player who is best able to combine success on the ice with success in school. There are also monthly academic awards. Each League also has numerous awards recognizing academic excellence. I discuss the OHL awards at paragraphs 186 to 187, below. Teams have individual monthly academic awards. Players are honoured before a team's home game.

63. Last season's Scholastic Player of the Year Award winner was Connor McDavid, who played with the OHL's Erie Otters. In addition to being the NHL top overall draft pick, Connor maintained a straight A average. Connor was the Scholastic Player of the Year for two years in a row. The previous winner, Josh Morrissey of the Prince Albert Raiders, maintained a 92.4% average in his Grade 12 year at Carlton Comprehensive High School.

64. Each of the member Leagues in the CHL also recognizes their own Scholastic Player of the Year. The WHL also recognizes the Scholastic Team of the Year. I provide more information about OHL's academic awards, below.

***Academic Review***

65. All teams in the CHL must report on how many of their players are enrolled in high school, in post-secondary institutions and in non-traditional post-secondary institutions. This reporting allows me to follow up on the few players who are not enrolled to determine whether further support or assistance is needed. I review each teams' academic rosters twice annually and I also review the academic success rate of players (i.e. high school graduation rates).

66. Attached as **Exhibit "E"** is the report that each team is required to submit to the CHL office three times a year (at the end of October, at the end of January and in April), reporting on the academic success of players in each school semester. Among other things, the report requires that the General Manager and Academic Advisor attest to the number of players in high school, university, college, ESL courses and independent learning centres; the number of courses being studied; and the pass/fail rates.

67. Some teams receive weekly and/or monthly reports from the high schools in which their players are enrolled. Academic Advisors closely monitor our players' attendance, punctuality and academic success. Some coaches also personally monitor this as well. I believe that our players undergo more academic scrutiny while playing with the OHL than they would undergo at home, and certainly more than if they were playing in any alternative hockey program.

68. Beginning in January 2016, every player in the OHL will be required to submit a Professional Development Plan, which identifies his 3-year academic goals and 3-year

professional goals and reports on his current academic standing.

**Background on Amateur Hockey in Canada**

69. It is important to understand how and where the CHL fits within the amateur hockey system in Canada.

70. Amateur hockey in Canada consists of three broad levels of play: senior/intermediate (adult) hockey, junior hockey and minor hockey. Senior/intermediate (adult) hockey is organized ice hockey competition for adult amateur players over 20 years of age. I discuss junior and minor hockey, and their respective governance structures, in turn, below.

***Junior Hockey***

71. Junior hockey is ice hockey competition for amateur players between 16 and 20 years of age. Exceptional players aged 15 may also qualify to play, subject to Hockey Canada's approval, however, to my knowledge, there have only been five such players since 2005.

72. Junior hockey in Canada is broken into several tiers based on quality or level of play: Major Junior, Junior A (Junior AAA in Quebec), Junior B (Junior AA in Quebec) and Junior C (Junior A in Quebec).

73. The highest tier is Major Junior, governed by the CHL and its three constituent Leagues.

74. The other tiers of junior hockey are governed by provincial sports bodies governing amateur hockey (e.g. OHF in Ontario). None of these tiers provide educational support, standards, scholarships or resources to players.

75. The second tier is Junior A, governed nationally by the Canadian Junior Hockey League ("**CJHL**"). The CJHL oversees eleven constituent leagues across Canada. The CJHL season culminates in a national Junior A championship called the Royal Bank Cup. The CJHL is also affiliated with Hockey Canada and is governed by its regulations. Hockey Canada also recognizes the CJHL as an amateur league. In Ontario, the premier Junior A league is the Ontario Junior Hockey League ("**OJHL**"). While playing in the OJHL, players are provided with equipment (except for sticks and skates) and the teams pay travel costs. However, there is no

scholarship or tuition reimbursement program and the league still operates on a "pay-to-play" model, requiring all players to pay a fee for each season they play in the league. The fee varies per team, but can range between $4,000 to $8,000 per player, per year. Attached as **Exhibit "F"** is a news article detailing the "pay-to-play" model as instituted by the OJHL in 2013.

76. The next tiers are Junior B and C. These tiers typically operate as extensions of local minor hockey leagues, run under the auspices of the OHA. There is no national governing body at these levels. A popular Junior B league in Ontario is the Greater Ontario Junior Hockey League ("**GOJHL**"). Junior B and C leagues operate on a "pay-to-play" model. The fees range from $1000-1500 per player, per year, in addition to costs of travel and accommodations for out-of-town games, which can be significant. Other than sweaters, socks and pants, players must pay for their own equipment.

77. There are also a few junior hockey leagues that operate outside the jurisdiction of CHL, CJHL or Hockey Canada. One example is the Greater Metro Junior A Hockey League ("GMHL"), a pay-to-play league founded in 2006. GMHL operates outside the hockey structure established by Hockey Canada, its member Branches and the CHL. As such, it is defined under Hockey Canada's constitution as an "outlaw league". The GMHL charges an annual fee of approximately $6000 per player and offers no scholarship program. Players from out of town pay to be billeted with local families. The GMHL provides some but not all equipment.

78. In the United States, the top level of Junior Hockey is Tier I, represented by the United States Hockey League ("**USHL**"). The USHL consists of teams in the central and Midwestern US. The USHL does not charge players to pay. Players are provided with equipment and the teams pay travel costs. However, USHL does not offer a scholarship program. Tier II Junior Hockey in the United States is represented by the North American Hockey League ("**NAHL**"). In the NAHL, there is no scholarship program and all player expenses, including room and board are borne by the player.

79. All of the leagues referred to above charge admission to games and attract significant crowds. For example, in 2014/15, the OJHL's league-wide attendance was 135,331. Attached as **Exhibit "G"** are attendance records reported on Pointstreak.com.

***Minor Hockey***

80. Junior hockey is one level above minor hockey, the level of ice hockey played by youth. In minor hockey, players are classified by age, with each age group playing in their own leagues. The rules are governed by Hockey Canada. Local hockey associations administer the players and leagues for their respective regions.

81. There are two broad groupings of skill levels in minor hockey: competitive and non-competitive. From house league/recreation hockey, progression is made to competitive hockey (sometimes referred to as "traveling hockey" because players travel outside of their hometowns to compete against other teams).

82. A competitive minor league team will hold tryouts and players will be selected for the roster depending upon skill level and fit. At this level, players chosen to compete experience a higher level of on-ice competition and coaching.

83. ***Minor Hockey in Ontario.*** By way of example, in the Toronto region, there exists the Greater Toronto Hockey League ("**GTHL**"). The GTHL is a minor level ice hockey organization that consists of several playing levels for children aged nine and older. Children begin in "Minor Atom" at the age of nine and can continue as far as "Juvenile" which consists of players aged 17-20. Attached as **Exhibit "H"** is the GTHL age chart for the upcoming 2015-2016 season.

84. While playing in the GTHL, players are separated into different competitive categories. House League is the least competitive, followed by Select, A, AA and AAA. AAA is the most competitive level of minor league hockey for children aged 9-16.

85. To play in the GTHL, players must first pay a league registration fee. Player registration fees alone can be as high as $8,000 per player on a AAA GTHL team. In addition to the registration fee, parents and players must pay for the following:

(a) equipment (top of the line equipment can cost approximately $4,000 per player; and $8,000 if the player is a goalie);

(b) meals;

(c) off-season training;

(d) personal trainers (with ice-time, this can range between $240 and $425 per hour);

(e) additional tournament fees;

(f) travel to games; and

(g) accommodations for out-of-town games.

86. Further to these costs, while in the GTHL, players do not receive any education benefits or scholarship packages.

87. Attached as **Exhibit "I"** is an article from the Toronto Star in 2013 that discusses these costs. The article estimates that the annual cost for a AAA player in the GTHL is between $10,000 and $15,000 per year.

88. There is a growing trend in minor hockey for coaches to be paid. Some minor hockey teams charge admission to games.

89. ***Minor Hockey in the Western Provinces.*** There are similar structures to the GTHL for minor hockey leagues in the Western provinces. For example, in Manitoba, there are several regional minor hockey leagues. Hockey Winnipeg is a minor hockey association that consists of various minor hockey leagues in and around the city of Winnipeg. Children can begin participating in these leagues at 5 years old in house league and can continue as far as "Midget" which consists of players aged 16-17.

90. While playing for one of the leagues under the Hockey Winnipeg umbrella, players are separated into different competitive categories. House League is the least competitive, followed by A, AA and AAA. AAA is the most competitive level of minor league hockey for children aged 14-16. AA is offered for children aged 11-16, A is offered for children aged 8-10, while house league is offered for children aged 5-8. Attached as **Exhibit "J"** is an excerpt from the Winnipeg Hockey Association's rule book outlining the different competitive levels and age categories for its teams.

91. Apart from the regional minor hockey leagues in Manitoba, the province has a competitive Midget AAA minor hockey leagued called the Manitoba AAA Midget Hockey League. The league has 12 teams spread across the province and in northwestern Ontario. Each

team is designated a region within the province. The teams are only allowed to select players within their designated region during the tryouts for the league. An exception to this rule exists in the case of a player who remains unsigned on October 1st of any given year. In such a case, the unsigned player may try-out for, or be signed by, any other team. However, a player who refuses to sign with the team in his region is not eligible to transfer to another region.

92. To play hockey in one of the minor hockey leagues in Winnipeg, players must first pay a league registration fee. Player registration fees alone can be as high as $5,000 per player on a Manitoba AAA Midget team. In addition to the registration fee, parents and players must pay for the following:

(a) equipment (top of the line equipment can cost approximately $4,000 per player; and $8,000 if the player is a goalie);

(b) meals;

(c) off-season training;

(d) personal trainers (with ice-time, this can range between $200 and $250 per hour); and

(e) travel to some games.

93. Further to these costs, while playing hockey with a Manitoba AAA Midget team, the players do not receive any education benefits or scholarship packages.

***Hockey Academies***

94. Hockey academies are also a growing trend. These are privately-owned, specialized sports schools (mainly for high school-aged kids) where hockey is the main focus. Tuition to attend can range between $35,000 to over $50,000. This does not include costs of equipment, sticks, skates, school uniforms, textbooks, travel and incidentals.

95. Boys attending hockey academies split their time every day between traditional classes, on-ice hockey practices (approximately 90 minutes daily), hockey games and sports-specific fitness training (approximately 60 minutes daily). In addition, many also play on a minor-league team and commit to their team's practice and game schedule.

96. Hockey academies promise to make students better hockey players, with additional ice time and private instruction.

97. Hockey academies in Canada include Rockland Academy, Hill Academy (Vaughan, Ontario), Okanagan Hockey Academy (Penticton, British Columbia), Yale Hockey Academy (Abbotsford, British Columbia), Canadian International Hockey Academy (Rockland, Ontario) and PEAC Academy for Elite Athletes (North York, Ontario).

98. Connor McDavid, a former OHL player and the NHL's number one draft pick in 2015, spent three years at PEAC Academy.

99. Attached as **Exhibit "K"** is an article entitled "Buying into the dream: Hockey academies a growing trend, with costs surpassing $50,000 a year", published in the National Post on December 16, 2015 which addresses hockey academies in Canada.

**Comparison of Hockey Alternatives**

100. One significant difference between the various junior hockey leagues and minor hockey leagues in Canada is the skill level of the participating players. Players who play Major Junior hockey in the CHL are the most skilled players within their respective age group. The skill level of players in Junior A leagues is lower than in the CHL, and the skill level of players in Junior B leagues is lower than in Junior A leagues.

101. The other significant difference between alternative junior/minor hockey leagues, the hockey academies and the CHL is the range of benefits received by players and payments required by players and their families. As detailed above, outside of the CHL, most other hockey alternatives require significant payments from players (or, more realistically, their parents) to play hockey. These payments come in the form of registration fees, tournament fees, equipment, travel, meals, education and more. No hockey academy or alternative league to the CHL offers the type of robust education package that players are entitled to when playing in the CHL, or at all. Further, no alternative league or offers the same level of support, supervision and commitment to character development.

102. However, other than these two significant differences, the players in all of these leagues make the same commitments as the players in the CHL. Players in lower or parallel leagues to the CHL commit to adhere to a team's practice schedule, workout schedule and training schedule. These schedules include multiple practices and games every week. Scheduled games and tournaments often require travel out-of-town. The players commit to maintain exceptional physical health and fitness, follow directions from their coaching staff and spend time at team facilities during practice, training and games. Boys playing AAA hockey in the GTHL minor league can be traded; as can boys playing Jr. A, B and C in the OJHL and GOJHL.

103. These types of obligations on players in minor and junior hockey, exerted by the team, are essential in developing players' hockey skills, with a view to consistently improving and possibly becoming professional athletes.

104. These types of obligations are typical in any type of competitive amateur sport.

105. The differences between the time commitments and obligations of players in the CHL versus players enrolled in hockey academies is negligible. However, players enrolled in hockey academies pay significant tuition fees and incur all costs of equipment, textbooks etc.. Further, they do not obtain scholarships from the hockey academies to attend post-secondary education.

106. Another alternative to playing hockey with the CHL is to play college-level hockey under the auspices of the National Collegiate Athletic Association ("**NCAA**") in the United States.

107. NCAA Division I schools provide athletic scholarships. Division III schools do not offer athletics scholarships. NCAA scholarships range from partial to full coverage of tuition and fees, room and board and coarse-related books, for one or more years. NCAA scholarships are not guaranteed. They can be reduced or withdrawn depending on the student's performance on the ice. In most cases, coaches decide who receives a scholarship, the scholarship amount, and whether it will be renewed. Scholarships range from partial to full coverage based on grant and financial aid. The financial status of a player's family is taken into account in determining the quantum of a scholarship. A player can end up paying more on an NCAA athletic scholarship than he may pay to attend a Canadian university without a scholarship.

108. According to NCAA's website, only about two-percent of high school athletes are awarded athletics scholarships to compete in college.

109. Players who have participated in the CHL are treated as ineligible to play NCAA hockey. In or around 1980/81, the NCAA decreed that CHL teams would be deemed by the NCAA as "professional", and hence ineligible to play for universities in the United States. This decree was prompted by competition. NCAA competes with CHL to attract talented hockey players. By designating CHL players as "professional", NCAA hopes to dissuade players from playing with the CHL in favour of playing NCAA hockey. NCAA also hopes to create more opportunities for American players. Players have to choose: they either play with the CHL or NCAA.

110. NCAA's designation of CHL players as "professional" has never been accepted by the CHL or Hockey Canada and has been in contention ever since decreed. The CHL and Hockey Canada have made efforts to convince the NCAA to change this designation. In August 2000, CHL and Hockey Canada (then called "Canadian Hockey Association") submitted a paper to the NCAA Subcommittee on Amateurism and Agents (the "Submission to the NCAA"), explaining the amateur status of CHL players in an effort to convince the NCAA to change its designation (the "Submission to the NCAA"). A Copy of the Submission to the NCAA is attached as **Exhibit "L"**.

111. The Submission to the NCAA quoted from the NCAA document on proposed changes to the Amateurism Rules, as follows:

> Many prospective student-athletes who would participate in [quasi-professional] activities are not elite athletes and most likely would find that a professional athletics career is not for them. These prospective student-athletes then should be able to pursue a college education and participate in intercollegiate athletics.

The Submission to the NCAA noted that "[t]his concept applies to an overwhelming number of athletes playing Major Junior Hockey".

**Player Eligibility and Selection Process**

112. Boys can be selected to play in the CHL as early as when they are 15 years old. The rules vary between the Leagues to some degree. Players in the WHL are eligible for selection in the calendar year in which they turn 15 years old, but in the OHL and QMJHL, a boy is eligible in

the calendar year in which he turns 16. Under Hockey Canada rules, boys cannot be playing team members in any of the three member Leagues until they turn 16 years old. However, Hockey Canada allows for exceptions to be made available to 15-year-olds in cases of "exceptional" player status. The decision to grant "exceptional" player status is made by Hockey Canada, not the CHL. To my knowledge, only five players to date have qualified under this Hockey Canada rule since 2005.

113. Players are eligible to play so long as they are no older than 20 years-old at the start of a season. The CHL places a cap of three 20 year-old or "overage" players per team, while only up to four 16-year-olds are permitted to play.

114. CHL teams are permitted a maximum of two "import" players (players from outside Canada or the US, generally from Europe) each.

115. In the WHL – where the process is called the Bantam Draft – teams can select eligible players from British Columbia, Alberta, Saskatchewan, Manitoba, Northwest Territories, Yukon, Alaska, Arizona, California, Colorado, Hawaii, Idaho, Kansas, Minnesota, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington and Wyoming.

116. In the OHL – where the process is called the OHL Priority Selection – teams can select players from Ontario, as well as from the U.S. states Michigan, Pennsylvania, New York, Arkansas, Florida, Illinois, Iowa, Louisiana, Missouri, Ohio, South Carolina, Virginia, Wisconsin, Alabama, Delaware, Georgia, Indiana, Kentucky, Maryland, Mississippi, New Jersey, North Carolina, Tennessee and West Virginia.

117. In the QMJHL, players may be selected from Quebec, Nova Scotia, Newfoundland, New Brunswick and Prince Edward Island, as well as the U.S. region of New England, which includes Connecticut, Maine, Massachusetts, Vermont, New Hampshire and Rhode Island.

**The Ontario Hockey League**

118. The Ontario Hockey League is a non-profit corporation organized under the laws of Ontario. It is a member of the CHL and the governing body for major junior ice hockey in Ontario. The OHL was founded in 1934.

119. Since the 1998/99 season, the OHL has consisted of 20 teams divided into two Conferences. The League's division of teams is primarily based on geography to ease the distance the teams must travel.

120. Within each Conference, the teams are split into two Divisions, also on the basis of geography. In the Eastern Conference, the East Division is made up of the Hamilton Bulldogs, Kingston Frontenacs, Oshawa Generals, Ottawa 67's and Peterborough Petes. The Central Division in the Eastern Conference is made up of the Barrie Colts, Mississauga Steelheads, Niagara Ice Dogs, North Bay Battalion and Sudbury Wolves.

121. In the Western Conference, the Midwest Division is made up of the Erie Otters, Guelph Storm, Kitchener Rangers, London Knights, and Owen Sound Attack. The West Division of the Western Conference is made up of the Flint Firebirds, Saginaw Spirit, Sarnia Sting, Sault Ste. Marie Greyhounds, and Windsor Spitfires.

122. The teams compete primarily against other teams in their own Division and Conference. This reduces travel and time away from school. (On average, players in the OHL miss only 9 days of school per year, and when they do, the Academic Advisors ensure that they are caught up and receive tutorial support if necessary. I estimate that boys playing minor hockey would miss approximately 20 days of school per year due to travel to games out-of-town.) Less frequently, the teams compete against teams in the other Conference. During a typical 68-game OHL regular season schedule, a team will play 48 games against Conference teams with 26 of those 48 games being played within their own Division. The remaining 20 games (10 home games and 10 away games) will be played against teams in the opposite Conference.

**The OHL's Goals**

123. The OHL's goals are the same as those of the CHL.

124. The OHL's primary objective is to facilitate and support players in developing their hockey skills while recognizing the importance of maintaining their education and future ambitions outside of hockey. As a result, the OHL facilitates players' education while they play in the League. It also facilitates significant post-secondary educational opportunities for players who choose not to pursue a professional hockey career with the NHL after graduating from the League through its scholarship program, which I discuss in paragraphs 54-60, 130-135 and 170-173 of this affidavit.

125. In addition to fostering players' hockey and scholastic development, the League aims to provide the players with moral and character development. To this end, each of the OHL's member teams organize a range of community engagement activities. Depending on the team and the individual player's circumstances, these volunteer and charitable activities are usually optional, but often encouraged. In encouraging the players' participation in these endeavors, the teams strive to inspire players to give back to their communities and teams. Developing this life experience and attitude of gratitude is important for all players regardless of whether they go on to play professional hockey.

126. The League, through its member teams and coaching staff, provides the players with supervision, discipline and parental-type support and guidance. The majority of the players in the League travel from their hometowns across Ontario and the United States to play in the League. There are also a few players on each team who travel from Europe. The players are billeted by families selected by the league and teams as appropriate guardians for the players. As a result, the teams and billet families are charged with the responsibilities of reasonably ensuring the players' safety, well-being and interests. This requires the imposition of rules and structures as I discuss below.

127. The supports provided to players by the League and teams range from appropriate medical support, guidance and counselling to the necessary supports and resources relevant to premier hockey training and educational opportunities. This support is provided to different players in differing degrees and to different extents in recognition of the uniqueness of each player's needs, abilities and circumstances.

128. Different supports, resources and opportunities are extended depending on the player's age and life stage, hockey skills, educational ambition and abilities, and other relevant life circumstances. For example, some players come to the League in the midst of a family crisis, or a crisis arises during the season. These players are often provided with additional counselling and guidance supports. By contrast, players who get injured during the season often require additional medical supports and rehabilitation resources. Some players struggle academically and are more strongly encouraged to take advantage of the academic opportunities afforded by the teams.

**The OHL's Focus on Education**

129. As I have stated, the OHL provides players with the opportunity to develop their hockey skills in the highest amateur hockey league in North America, while also supporting players' academic achievement, including in the following ways.

***The OHL Scholarship Program***

130. The teams in the OHL provide scholarships to players. The purpose of the scholarships is to provide players with the opportunity to pursue meaningful post-secondary education while playing with the OHL and after they graduate from the OHL.

131. I have described the OHL Scholarship program in detail in paragraphs 54-60 and 170-13.

132. Since 2008/09, the OHL's teams have provided 1712 scholarships representing in excess of $11,796,300 in scholarship payments to universities and colleges for the benefit of former players. This does not include $30,570,000 in contingent liability for scholarships earned by current and former players but not yet used. This makes the OHL the leading provider of hockey scholarships in Ontario.

133. A total of 293 former players are using their OHL scholarships in the 2015/2016 academic year. After leaving the OHL, approximately 49% of players use their scholarships.

134. In addition to providing players with the scholarship funds for their post-secondary studies after they leave the League, the teams also pay for current players' education expenses. This includes all tuition fees, text books and compulsory fees for the player while attending high

school, college or university or a certified trade school while playing for their respective team. The teams make these payments to foster players' educational development while they play in the OHL, and to ensure that players maintain their educational options. In the 2014/15 hockey season, OHL teams spent a total of approximately $475,000 in college and university tuition fees, and hundreds of thousands of dollars more in tuition fees, transfer fees, book fees and tutoring fees for high school players.

135. The OHL has a dedicated employee – the Manager of Education Services – who administers the scholarship program.

***League-Wide Education Standards***

136. It is the intent of the Ontario Hockey League to support the student athletes with the very best learning environment. In this way, it is hoped that every athlete may achieve his personal educational goals.

137. The OHL requires all teams to monitor school attendance and academic progress and to provide the boys with academic tutors during the hockey season and until the conclusion of the school year (which runs longer than the hockey season), if necessary.

138. The OHL's Academic Mission Statement captures the academic philosophy of the League. The Academic Mission Statement states as follows.

> The Ontario Hockey League is committed to assisting and providing EVERY OHL Student Athlete with the opportunity to maintain, achieve and grow in his unique academic pathway. Through the support of all stakeholders within the League (Governors, General Managers, Coaches, Players, Parents and League Office Staff) it is the goal to provide every player with the skills required to be successful in his life after hockey. Proper academic planning will create a balance between hockey and school, every OHL Student Athlete will be guided by his individual team's academic policy and academic support model.

A copy of the Academic Mission Statement is attached as **Exhibit "M"**.

139. Every team in the OHL must have an Academic Policy which meets minimum League-wide education standards. The OHL member teams are governed by minimum League-wide education standards, which are memorialized in each player's Standard Player Agreement. The minimum education standard is that all players must graduate from high school in a timely way

and must take at least one course per semester. In order to ensure this objective, the teams exercise supervisory and disciplinary controls to ensure that players are committed to achieving at their level of academic capabilities.

140. All players are expected to attend high school until graduation. All players enrolled in educational programs are expected to participate fully in all classes. Players are also encouraged to pursue post-secondary courses while playing in the OHL.

141. The OHL and its member teams recognize the individuality of each player. Teams exercise supervision and discipline appropriate to an individual player's academic abilities and needs. We place the players' education ahead of the team's hockey successes and require that discipline be consistent for all players regardless of age or the player's ability to contribute on the ice.

142. Depending on a team's General Manager, coaching staff, or Academic Advisor, different teams put the OHL's minimum education standards into practice in different ways. Teams also go above and beyond the minimum standards to different degrees depending on the team's management and coaches and the players' interests, needs and abilities.

143. Players' individual abilities, needs and interests also dictate how the teams put into practice the OHL's minimum education standards. Some players struggle academically. Those players are provided with extra resources and tools necessary to successfully graduate from high school. There are often a few players in the League who graduate from high school each year whose parents report that if the player had not played in the OHL, he likely would not have graduated.

144. Players on the other end of the academic spectrum may come to the League already aspiring towards a certain career path that will involve many years of post-secondary education. Some of these players may be more realistic about their chances of playing professional hockey and may not be set on this career path. As a result, these players are often more receptive to additional educational supports and will often seek them out and spend a greater amount of their time with the League devoted to their schooling. For these players, the League's and teams'

education supports and programs may play a greater role in their relationship with their team than for other players who are focused on pursuing a professional hockey career.

145. ***Academic Policies.*** Each team in the OHL must have an Academic Policy and must provide a copy of their Academic Policy to the OHL. Attached at **Exhibits "N-GG"** are the Academic Policies of each team, for the 2015-2016 season. The following are excerpts from just some of the Academic Policies.

> Erie Otters
>
> We want to create an environment that will nurture, engage and stimulate the players intellectually so they become motivated, inspired and driven in their current and future academic and professional careers. Through traditional learning we will ensure that every Erie Otter will graduate with their high school diploma and will be encouraged to begin working towards a post-secondary degree. ...We believe that academic success has a direct correlation to attention to detail and hard work in which we believe every Otter must have to be successful and proficient both the [sic] in hockey and in the professional world.
>
> Flint Firebirds
>
> As an organization, the Flint Firebirds are concerned about the whole person. Our academic team works alongside our coaching staff and front office to help develop quality young men. While our team strives for success on the ice in the OHL, we also strive success in the classroom. We believe that success in academics breeds success in all areas of life, including hockey.
>
> Guelph Storm
>
> We provide the opportunity for our players to graduate from high school in 4 years. We provide academic support (guidance and tutoring) to help them meet that objective and encourage players to enjoy a full high school experience (academically and socially). In instances where players require a 5th year of high school (due to academic difficulties, or a desire to increase grades) we support those players. We do not, however, want the extra year to be the "norm" for our student/athletes....Our expectations for our players who have completed high school is to take 2 courses for each of the Fall and Winter semesters (and 1 course each summer) at a College or University.
>
> Kingston Frontenacs
>
> The Kingston Frontenacs' Academic Policy is very simple, every player must graduate high school and every player that has graduated high school must take at least one post-secondary course. Kim Hulton has daily contact with the high

school players and their teachers to ensure that there are no issues and is also in contact with player's parents.

London Knights

The London Knights will create and foster an environment that applies knowledge for the benefit of society through excellence in teaching, research and scholarship. Our student athletes will be global citizens whose education and leadership will prepare our players for life after hockey...
Each London Knights player will be given the foundation to be successful in both academics and athletics. All London Knights players will receive a high school diploma and be enrolled in university, college or community involvement programs until their completion of major junior hockey. Players will be expected to be in class for all school days.

Niagara IceDogs
Every player on the Niagara IceDogs will graduate high school with an average higher then [sic] what they left their home school with. We do not accept complacency and refuse to allow a student's marks to drop upon joining our team.
...
If a player for the Niagara IceDogs skips or misses a class unexcused, then he misses our next club game, with no exceptions.

Ottawa 67's

The Ottawa 67's organization believes in supporting the educational goals and expectations of its student athletes and their parents by providing them with exception educational opportunities, resources, and access to an Academic Advisor prior, during and post season. Team management follow closely the progress of all high school players, while the graduates are encouraged to pursue College, University or interest courses. It is the goal of the 67's that the players recognize that education and hockey are both important accomplishments.

Peterborough Petes

The Peterborough Petes goal is ensure that each player maximizes his academic potential while playing for the Peterborough Petes. Players are given provided [sic] with resources that they may require in order to not only maintain, but to improve their academic standing while playing for the Petes. Regardless of the hockey playing future of our players, a strong academic background will allow players to pursue opportunities beyond their playing days.

Soo Greyhounds

It is our mission to create a world-class culture of champions: in the classroom, in the community, and on the ice. As an organization, we are acutely aware that it is

> our duty to ensure that every young man who enters our program is given the guidance and resources to maximize his potential in each of those three areas. Everyone within the organization realizes that not all players will go on to secure lucrative professional hockey careers, and therefore does everything in our power to ensure that those who do not advance to the NHL or other pro leagues leave the team with a well-rounded education to fall back on.

146. ***Academic Advisors.*** The OHL requires that all teams have an Academic Advisor associated with the team. The Academic Advisor must have a university degree and significant sport administrative experience. The position also requires a working knowledge of the high school curriculum. The OHL requires all teams to provide its players with access to the Academic Advisor throughout the course of the hockey season, school year and off-season.

147. The Academic Advisor's main role is to assist with and monitor the players' academic progress throughout the season and to do so by liaising with the players' schools (both in their hometown and in their team town). The Academic Advisors are all professional educators such as guidance counsellors or teachers. They ensure a smooth transition from the player's team school to their home school at the end of each season. Depending on the Advisors and the players' needs, they also organize tutoring sessions, study halls and monitor players' report cards and grades. When players enter the League, one of their first points of contact is often with their Academic Advisor.

148. All Academic Advisors are required to attend two annual meetings. There is an annual 2-day meeting coordinated by the OHL and held in June, and another annual meeting held in November. At these meetings, the Academic Advisors discuss issues and best practices related to the educational supports provided to players. Topics include how to smooth transitions between schools (either on joining a team or returning to a home school at the conclusion of a hockey season); how to ensure transfer of credits between schools, especially schools in difference countries; and how to ensure that educational experiences align with players' individual goals.

149. Some teams hold weekly tutorial sessions or study halls that are mandatory for all players. These may be held at the arena or at the school. Some teams may also hold mandatory study halls on road trips. Players in school on these teams devote considerably more hours to

their school work in a manner that is monitored and organized by the team than do players on teams without such mandatory study sessions.

150. There are also teams that take a more individualized approach to the players' education and will only hold mandatory study halls or tutoring sessions for players whose grades fall below a certain level or for players who express an interest in such resources. Players who are on these teams, who are in school and achieving a certain level of grades, may not devote any academic hours to initiatives organized by the teams.

**The OHL Billet Program**

151. The teams participate in screening and selecting families to act as billets for the players. While all billet families meet certain important minimum criteria, there are a range of families that act as billets for the players. Some families have their own young children while others may have children the same age as the player they are billeting or they may have no children at all. This dynamic may impact on the level of supervision and support the family offers to the player.

**Roles and Responsibilities of the League Commissioner**

152. My role as OHL Commissioner is to provide direction for the OHL's operations, including with respect to: player safety, game supervision, scheduling, League meetings, player drafts, agreements and scholarships, player transactions, finance, marketing, media relations, communications and statistics/results.

153. Player safety is one of my key functions. The OHL is well-respected as a leader in player safety. We were the first league to make it illegal for players to make head contact with opposing players.

154. I consider it my responsibility to look out for the best interests of players. I am always looking for ways to improve programs for players. Recently, we have introduced programs on mental health (for example, the *Talk Today* program which is described in more detail above). We are also in the process of introducing a new program on respect for women.

**The Standard Player Agreement**

155. Every player who plays in the OHL enters into a Standard Player Agreement ("**SPA**") with the team they decide to play with. The purpose of the SPA is to express mutual commitments made by the team and the player. The SPA also reflects the team and the player's mutual understanding that the player is an amateur athlete in need of supports that are not provided to professional athletes.

156. The SPA expresses the team's commitment to provide the player with a multi-faceted development program, focused on hockey training, education, supervision and character development. The team promises to provide a premier hockey development opportunity in a safe and healthy environment, as well as an education development program with the supports necessary for the player to maintain the educational opportunities of his choosing. The League also provides players with moral character development.

157. Through the SPA, the team also commits to ensuring the player's safety and well-being and to protecting their interests. In recognition of these commitments, the player commits to play exclusively for the team, as is the case for any organized sports team.

158. In signing the SPA, the player commits to meeting certain expectations the League and teams have set for players who play in the OHL. The player agrees to certain minimum standards, including in relation to his health and fitness, his participation in league or team sponsored events, and his conduct on and off the ice. The player agrees to abide by the team's rules relating to curfew, the use of tobacco, drugs and alcohol, attendance at school, and community service and training. Requiring the players to make these commitments also helps the teams ensure all players' safety and well-being.

159. The commitments made by the players are designed to ensure that the teams are able to follow through with the commitments they have made to provide the players with multi-faceted development opportunities. For example, requiring players to attend all practices and games ensures that the teams are able to provide players with a premier hockey development program.

160. In recognition of the team's assumption of these supervisory and caretaking responsibilities, the parents of every player must sign the SPA along with their son, regardless of

their son's age. Parental involvement in negotiations and parental agreement is necessary, because the team is making commitments to the player as well as to the player's parents. It is therefore necessary to have the parents participate in the agreement as a party. In most cases, the parents and the player are represented by agents and/or obtain legal advice before signing the SPA.

161. Below I discuss certain specific elements of the SPAs, including the requirement that the League approve all SPAs, the trade clause, the OHL Scholarship SPA provisions, and the players' specific commitments. Finally, I discuss the historical version of the SPA and the evolution of the terms and provisions contained therein.

***League Approval over all SPAs***

162. The OHL must approve and register all agreements entered into between its member teams and the players. This approval ensures that the League is able to maintain consistency in the minimum level of supports and benefits that the teams provide for the players to maintain a competitive balance across the League. While the teams are able to offer, and do offer, varying levels of supports and other benefits to their players, there are certain minimum League standards that must be met.

163. Requiring League approval also ensures that the teams are not offering impermissible benefits to players in an attempt to improperly influence the players' decisions to play with the team. Impermissible benefits are benefits that are less tied to the players' development and more closely linked to financial or other rewards for the decision to play with the team. The teams are not permitted under any circumstances to offer cash or any other incentive bonus to players for their performance, other than small gift cards or holiday gifts. (There are standard provisions regarding player honoraria to celebrate success in the playoffs, described in paragraphs 174-175, below.) Without any check on the provision of these benefits by the League, teams with greater financial means would be able to offer incentives to players that other teams with less financial means would be unable to. The result would be that the most highly skilled players would play with the teams with the greatest financial means and it would be more difficult to maintain a competitive balance across the League.

164. The League's philosophy is that maintaining competitive balance in the League fosters the best development opportunities for players, because the players are on a relatively even playing field which provides excellent opportunities for all players on all teams in the League. Players have the greatest chance of further development if they are challenged, but able to keep pace, when playing against their opponents. Ensuring that League minimums are met and that no impermissible benefits are provided assists in achieving the League's goal of competitive balance.

***Trade Clause***

165. Players may not be traded while in high school without their consent. By accepting a team's offer to play and develop with the team, players who have completed high school may agree under the SPA that the team may trade him to another team at the team's discretion (subject to approval by the League as I discuss below). However, players and their parents have an opportunity to negotiate for a "no trade" clause for the duration of their time playing with the League.

166. As a development league that is training its amateur athletes to prepare them for professional hockey, the potential opportunity to be traded is designed to assist in that regard. However, in recognition of the fact that the players are still amateur athletes and in recognition of the League and team's commitment to ensuring the players' well-being and interests, the League must approve all trades. This discretion is exercised by the League to ensure that the players' interests are being considered and protected. Players in high school may not be traded without consent.

167. Many of the players who are ultimately traded have made the request themselves. Trades arise due to numerous different circumstances. For example, trades have been arranged to allow a player to be closer to family where circumstances require (e.g. family illness); to allow a player to take advantage of particular academic courses offered at a particular institution; to address issues of team composition; and to allow players to get more ice time on a different team. The trade clause provides the flexibility that is needed to address these issues. It is administered sensitively and fairly.

168. In addition, to the discretion exercised by the League, no trades are permitted during the Christmas period of any hockey season.

169. A player who is traded does not forfeit any part of the OHL Scholarship that he has earned and nothing about a trade affects a player's entitlement to his scholarship.

***OHL Scholarship***

170. ***Current Players.*** The SPA commits the teams to pay for the players' reasonable expenses associated with the players' enrollment in a high school or designated post-secondary educational institution in the team's city or through an online institution. Post-secondary institutions are broadly defined to include all technical, trade and/or continuing education schools, colleges, universities, as well as on-line training schools or programs. In addition, while a player is a current player, the reasonable expenses associated with retaining qualified tutors will be provided as required.

171. ***Graduate Players***. The SPA also commits the teams to provide the players with the benefits of the OHL Scholarship Program that I discussed above. The Scholarship can be accessed to fund any post-secondary, career enhancing program, once it is earned. The amount of the Scholarship depends on the costs of tuition, compulsory fees, and books at a university or college that is closest to the player's hometown. For American players, the scholarship amount is based on the publicly-funded institution closest to his hometown. Once the scholarship is earned, it is fully guaranteed by the team and the League.

172. There is variability in the benefits provided in the OHL Scholarship program, as I set out above at paragraphs 54-60.

173. As a recruiting tool, the teams are permitted to vary the terms of how the scholarship is earned. I have set out examples of the variations within the OHL in paragraphs 54-60, above.

***Player Honorarium for Playoffs***

174. The SPA sets out a standard honorarium to be played to players in recognition and celebration of playoff success. Players receive a $100 honorarium if their team wins the first

round of play-offs; a $150 honorarium if their team wins the second round; a $300 honorarium if their team wins the third round; and a $450 honorarium if their team wins the fourth round.

175. It is impermissible for teams to provide players with any other payments or benefits related to playoff success.

***Players' Commitments***

176. Under the SPA, a player commits to play exclusively with team in all exhibition, regular season, playoff games and all Memorial Cup tournament games. The player also commits to play in any other hockey games or tournaments as requested by the OHL or CHL. If the player is selected to play for any country in the World Junior Hockey Championships, the World Under 18 Hockey Championship, or the Under-17 Hockey Challenge, the League and team agree to provide the player with the appropriate release to allow them to play.

177. The player also promises to report on time and in good physical condition for the team's training camp and to maintain his good physical condition throughout the entire season. Ensuring that a player's health is maintained is a priority for the teams and as a result players are afforded with access to trainers, medical professionals and other rehabilitation resources as may be required throughout the season. Different teams have different arrangements for providing players with these resources. All teams have trainers on staff and a network of medical professionals that is made available to all players.

178. The SPA contains a commitment by the player to "use [his] best reasonable efforts to remain in school and to pursue an education while playing for the Club, it being understood that the OHL and its member Clubs promote and support the concept of players pursuing their educations to the maximum reasonable extent".

179. Finally, the player promises to behave in a manner "consistent with good standards of honesty, morals, fair play, and the rules of the OHL and the Club." These rules may include guidelines prohibiting the use of tobacco, drugs and alcohol, as well as rules on personal conduct on and off the ice, attendance at school, curfew, community service and training. The player also agrees to follow any rules and regulations established by the League, including rules relating to

the OHL Scholarship Program. The rules established by governing hockey bodies, including Hockey Canada and USA Hockey, must also be followed.

180. In my experience with amateur hockey and athletics at many different levels, the commitments made by the players under the OHL SPAs are substantially the same as the commitments made by amateur athletes more generally. There is nothing unique about a commitment to play exclusively with one's team, agreeing to maintain one's physical health, and promising to abide by the rules around player conduct, safety and good sportsmanship. These are the same commitments that the kids who I coach on the Whitby Wildcats Minor Midget AAA team make.

***Historical Version of the SPA***

181. In or around August 2013, the OHL revised the form of the SPA to further re-inforce the mutual understanding held by the League, teams, players and parents that the players are amateur student athletes (the "Current SPA"). A copy of the Current SPA is attached to my affidavit as **Exhibit "HH"**.

182. For the 2013/14 season, some players signed the Current SPA. I note that the plaintiff, Sam Berg did not. He signed the form of SPA that was previously in place (the "Former SPA"), a copy of which is attached to my affidavit as **Exhibit "II"**.

183. All players signed the Current SPA for the 2014/15 season and since.

184. We do not consider that the teams are entering into an employment relationship with the players. The changes to the SPA have not been made in an attempt to hide an employment relationship but in an attempt to more accurately describe the relationship between the teams and the players.

***CRA Treatment***

185. Attached as **Exhibit "JJ"** to my affidavit is a letter from Peter Menard, CPP/EI Rulings Officer of Revenue Canada to the Sudbury Wolves Hockey Club Limited, dated September 18, 1997. The letter states:

> This letter will serve to advise you that all of your O.H.L. players are not considered to be employed under a contract of service with the Sudbury Wolves Hockey Club. As such, you are not required to deduct Canada Pension Plan contributions and Employment Insurance Premiums nor should you be issuing T4 slips for these players.
>
> The amount you are paying for the players room and board and pocket money is considered a reimbursement for their living expenses and not considered as employment income.

**League Awards, Playoffs and World Juniors**

***League-wide Awards***

186. In addition to awarding the J. Ross Robertson Cup to the champion OHL team each year, the League has a number of other League-wide awards. These awards recognize the League's hockey development goals as well as the League's other developmental goals.

187. Each year, the OHL awards the following academic and community service awards:

(a) Bobby Smith Trophy – awarded to the player best able to combine on-ice performance with scholastic success.

(b) Dan Snyder Memorial Trophy – awarded to the player judged to have made the most notable contributions to his community.

(c) William Hanley Trophy – awarded to the player judged to have been the most sportsmanlike player.

(d) Roger Neilson Memorial Award – awarded to the top academic college/university player

(e) Ivan Tennant Memorial Award – awarded to the top academic high school player

***OHL Playoffs and Memorial Cup***

188. The OHL playoffs involve the 16 highest ranked OHL teams (8 from each conference) competing for the OHL's Championship, the J. Ross Robertson Cup. The team that wins the J. Ross Robertson Cup goes on to represent the OHL in the CHL's championship tournament, the Memorial Cup.

189. The Memorial Cup tournament is hosted by the Canadian Hockey League and a host team. An OHL team hosts the tournament every three years (rotating with a team from the WHL and QMJHL). The tournament involves a four-team round-robin tournament between the host team, the OHL's champion team, the WHL's champion team, and the QMJHL's champion team.

190. Each of the J. Ross Robertson Cup tournament and the Memorial Cup tournament provide excellent opportunities for players to be scouted by NHL and CIS scouts. Another advantage offered by playing in these playoff tournaments is the additional training and development time afforded to the players. Competing for the Memorial Cup can add up to an additional 8 weeks of training and games to the regular season, which provides additional opportunities to the players to develop their hockey skills. Making the playoffs is therefore beneficial to the players who are desirous of being drafted into the NHL.

***World Juniors***

191. The World Juniors are an annual hockey tournament organized by the IIHF for national teams, consisting of players under the age of 20 years old. It is traditionally held in late December, ending in the beginning of January.

192. Any ice hockey player under the age of 20 years old is eligible to play for his country in this tournament, if selected by his respective national team. Therefore, teams are comprised of players from the CHL, AHL, NHL and various European and US leagues. Almost all of the players on Team Canada are from the CHL. The tournament is held in a European, US or Canadian city every year, with nearly half of the tournaments in recent years being held in Canadian cities.

**Plaintiff's Affidavits**

193. In this section, I provide facts relating to the evidence of the proposed representative plaintiff, Sam Berg, including relating to inaccuracies in his evidence. I also provide facts relating to the evidence of Andrew Eckart.

***Sam Berg Affidavit***

194. I have reviewed Sam Berg's affidavit in support of the certification motion. There are a number of inaccuracies in his evidence, and I do not agree with many of his descriptions of the

League, the SPA and the players' experience with the League. However, I respond only to the inaccuracies Mr. Berg describes regarding the SPA.

195. Sam states, at paragraph 11 of his affidavit, that in exchange for providing the Niagara Ice Dogs with services under the SPA, the team agreed to pay him a "$50 monthly fee". This is an inaccurate description of the SPA and the arrangements between Sam and the Niagara Ice Dogs.

196. As I outlined above, under the SPA, the player commits to play exclusively with the team. In recognition of the assumption of supervisory and parental-like responsibilities the League and team assume for the player under the SPA, the team commits to pay for the player's reasonable room and board expenses during the hockey season as well as their hockey and academic development expenses. Many of these expenses are paid by the team to the player's billet family or they are paid directly by the team on the player's behalf. For instance, the team directly pays for all of the player's hockey equipment, all of the costs associated with the player's on-ice training and development, all of the player's tuition and education expenses, any medical expenses that the player incurs, and all of the player's expenses associated with travel and the team's organized meals and events.

197. Most of the player's living expenses are paid for by his billets who receive a monthly amount from the team. However, as a result of the player's travel schedules and the time they spend at the arena, at school, or at various community events, the SPA recognizes that the player may incur additional living expenses away from his billet's home. Many of these expenses, such as food and hotel costs while travelling, are paid for directly by the team. Others are not. The $50 "weekly fee" referred to in Sam's SPA was an amount intended to cover living expenses that players incur that are not otherwise covered by their billet families or by the team directly.

198. As I addressed in paragraphs 181 to 184 above, the form of SPA that Sam signed with the Niagara Ice Dogs was being phased out beginning in the 2013/14 season. Some players in the 2013/14 season signed the Former SPA that Sam signed (attached as Exhibit "II" to my affidavit); others signed the Current SPA (attached as Exhibit "HH" to my affidavit). The Current SPA clarifies that the payment to players is on account of reimbursements of certain expenses incurred by the Players above and beyond the expenses covered by the teams.

199. Attached as **Exhibit "KK"** to my affidavit is a sample "Player Expense Reimbursement Form" that many teams within the League use. It lists allowable expense categories (not otherwise paid by the team) including: team entertainment (team movie nights, etc.); clothing (suits as per team's requirements); care mileage and insurance; supplementary meals while traveling or training; dietary/nutrition supplements; training apparel; off-season training (over and above standard off-season training benefit); extra disability/health insurance; and physicals required prior to training camp.

200. The amount that Sam describes as his "weekly fee" was in no way connected to his hockey performance, or to the time he spent playing with the team or otherwise participating in team events. Instead, the amount was the standard amount that the Niagara Ice Dogs provided to him each month under his SPA to cover his expenses that were not otherwise covered by his billet family or the team.

***Andrew Eckart Affidavit***

201. At paragraph 67, Mr. Eckart refers to a proposed amendment to Washington State's minimum wage legislation. I can advise that the amendment to expressly exclude amateur hockey players, including the WHL players, from the State's minimum wage legislation was passed by the Senate on April 16, 2015. A copy of the amended legislation is attached as **Exhibit "LL"** to my affidavit.

202. Mr. Eckart also refers to a statement made by John Vanbiesbrouck of USA Hockey at paragraph 57 of his affidavit. USA Hockey corrected this statement in a letter to Glen McCurdie, Vice-President of Hockey Canada, dated February 19, 2015. The letter sent by USA Hockey notes that Mr. Vanbiesbrouck's statement was incorrect. A copy of USA Hockey's letter to Mr. McCurdie is attached to my affidavit as **Exhibit "MM"**.

**Glenn Gumbley**

203. I have reviewed the affidavit of David Nenni of the Jackson Lewis law firm, sworn on December 16, 2015.

204. I understand from that affidavit that the complaint which gave rise to the investigation by the State of Washington's Department of Labor and Industries was filed by Glenn Gumbley.

205. In his complaint, Mr. Gumbley described himself as the Founder and President of the "Canadian Hockey League Players Association" ("CHLPA").

206. There is not, nor has there ever been any association or trade union recognized to bargain on behalf of CHL players in the State of Washington or in any state, province or country in which the CHL operates.

207. Mr. Gumbley and the CHL are engaged in litigation in Quebec. Attached as **Exhibits "NN"** and **"OO"** to my affidavit are, respectively, the Motion to Institute Proceedings, filed by Mr. Gumbley, and the CHL's response.

208. On July 16, 2015, Mr. Gumbley's claim was administratively dismissed with costs payable to the CHL. The costs were taxed by the Court on November 5, 2015 in the amount of $3,2013.36. Mr. Gumbley has not yet paid these costs.

209. On July 30, 2015, Mr. Gumbley reinstituted his claim. A copy of the reinstituted claim is attached as **Exhibit "PP"**.

210. On September 9, 2015, the CHL filed a response to Mr. Gumbley's reinstituted claim. The CHL's response is identical to its initial response, as the reinstituted claim is also identical to the original claim filed. A copy of CHL's response, filed on September 9, 2015, is attached as **Exhibit "QQ"**.

211. The CHL's motion to dismiss Mr. Gumbley's reinstituted claim is currently pending in the Quebec Superior Court. The motion is scheduled to be heard on January 18, 2016.

**Financial Information**

212. Sam Berg's affidavit suggests that the teams in the OHL make significant profits each season. For a number of different reasons and circumstances, this is incorrect. Instead, in any given year, after allowing for all revenues including from ticket sales, and the team share of the Memorial Cup, World Juniors and Sportsnet revenues, most of the teams lose money or break

even. Around one-third of the teams in the League lose money, ranging from approximately $100,000 to $800,000 per year. About another third of the teams essentially break even. Only about one third of the teams make any profit. None of this, however, take into account the contingent liability for scholarships, which is, on average, approximately $1,528,500 per team. I have noted that there is a trend that players are using their scholarships in greater numbers every year, so I expect this contingent liability only to grow. Also, many of the teams rely on unpaid services for team management and the organization and running of games.

213. Teams in the OHL spend tens of thousands of dollars on each player per year, covering costs of all equipment, sticks, skates, coaches and trainers, meals, transportation, accommodations, player expenses, tuition fees, text books, compulsory fees, tutoring costs, and disability insurance premiums and health insurance premiums. Teams also provide players with an off-season training allowance, and also incur the costs of all of the health and welfare programs provided to players described earlier in my affidavit (e.g. drug education, concussion management, *Talk Today*).

**Implications of certification**

214. The reason I have provided so much detail about the benefits provided to players, and the financial circumstances of the teams within the OHL, is to illustrate the impact that certification of this class action could have on the viability of many of our teams, and on the League, and hence on the members of the proposed class.

215. Given that most of the teams in the OHL either lose money or break even – not taking into account millions of dollars in contingent liability for future scholarship payments for players – many teams in the League could simply not afford to do everything they are currently doing for players if they also had to pay players as though they were employees. Also, many teams could not afford to continue to offer players all of the benefits they current provide while also having to plan for the contingent liability for retroactive employment-type payments to members of a certified class. I anticipate that the result of certification will be that teams and the League will have to re-examine and reduce the benefits offered to players beginning next season, in order to responsibly plan for any contingent liability for retroactive and on-going employment-type payments to players. I also anticipate that certification could result in the loss of several of our

teams, whose owners simply cannot shoulder the burden of the contingent liability of this lawsuit on top of annual losses or near break-even financial results. The size of the League would shrink, as would the opportunities available to talented young hockey players.

216. I have dedicated my career to amateur hockey in Canada. I believe that the CHL, its member Leagues and teams provide a very special hockey and life experience to promising student athletes.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario on December 23, 2015

*Commissioner for Taking Affidavits*

Lisa Talbot

DAVID BRANCH

# TABA

This is Exhibit "A" referred to
in the affidavit of David E. Branch,
sworn before me, this day of
December, 2015

A commissioner, etc.

1914 2014

HockeyCanada.ca

# By-Laws • Regulations • History

## Effective 2014 - 2015 Season

As adopted at Ottawa, December 4, 1914 and amended to June 2014.

11.6 A Special Resolution passed by the Members is required to make any addition, change or deletion to the obligations of membership described in this By-Law.

11.7 A membership in Hockey Canada is not transferrable.

# III. PARTNERS

## 12. Partners

12.1 Hockey Canada, through its Board, may grant Partner status to organizations that Hockey Canada has recognized as significant stakeholders in the game of hockey in Canada.

12.2 The current Partners of Hockey Canada include:

(a) Canadian Hockey League

(b) Canadian Junior Hockey League;

(c) National Hockey League;

(d) National Hockey League Players' Association;

(e) Canadian Interuniversity Sport;

(f) Hockey Canada Foundation;

(g) Aboriginal Sport Circle;

(h) National In-Line Hockey Association;

(i) Canadian Ball Hockey Association;

(j) Canadian Deaf Ice Hockey Federation;

(k) Canadian Amputee Hockey Committee; and

(l) Canadian Armed Forces.

12.3 The Board by way of Ordinary Resolution may grant Partner status to additional organizations at such times and on such terms as it deems appropriate.

12.4 Partners are entitled to such rights and have such responsibilities as the Board may, from time to time, determine.

12.5 Partners shall have no voting rights, other than in the Councils, Committees or Work Groups on which they serve, and shall not be deemed Members of Hockey Canada.

12.6 The Board may terminate any Partner's status by way of Ordinary Resolution.

# IV. OTHER STAKEHOLDERS

## 13. General

13.1 In addition to the Members and Partners, Hockey Canada recognizes that its' Registered Participants, Referee-in-Chief, Life Patrons and Athlete Representatives all contribute to the success of Hockey Canada.

## 14. Registered Participants

14.1 Any person, Club, team, Association, league, Sports School, Residential School or similar entity registered with Hockey Canada or any of its Members, or any person, affiliated with or associated with, in any capacity whatsoever, any Club, team, league, Sports School, Residential School or similar entity participating in games or activities of any kind sponsored or organized by Hockey Canada or any of its Members, including but not limited to the parents or legal guardians of any minor aged participant registered in Hockey Canada programming, shall not have membership status within Hockey Canada but, rather, shall be referred to throughout these By-Laws as a "Registered Participant".

14.2 Participation in Hockey Canada programming is voluntary. Registration within programming offered by Hockey Canada or one of its Members entails acceptance by the Registered Participant, including the parents or legal guardians of any minor aged registrant of the final and binding authority of rules and decisions of the Board, adherence to and observance of the By-Laws, Regulations, Playing Rules and Policies of Hockey Canada and acceptance of and subscription to such insurance coverage and Registered Participant registration fees as may be approved and made mandatory from time to time by the Board.

## 15. Athlete Representatives/Referee-in-Chief/Life Patrons

15.1 The Board shall appoint an athlete from each of Hockey Canada's Male, Female and Sledge hockey programs to represent that program's interests.

15.2 A Referee-in-Chief shall be appointed by the Board for a two year term by way of Ordinary Resolution at each Annual Meeting occurring in an even numbered year. The Referee-in-Chief shall be responsible for reporting to and advising the Board on matters relating to all aspects of officiating.

15.3 Life Patrons are individuals acknowledged for their distinguished contributions to Hockey Canada.

15.4 Athlete Representatives, the Referee-in-Chief, and Life Patrons shall each have such

# TABB

This is Exhibit "B" referred to
in the affidavit of David E. Branch,
sworn before me, this day of
December, 2015

A commissioner, etc.

# USAH/HC/CHL
# TRANSFER & RELEASE AGREEMENT

**THIS AGREEMENT** made and entered into this 25th day of June, 2015 by and between:

USA Hockey, Inc., a member of the International Ice Hockey Federation charged with the responsibility for the administration of the sport of ice hockey in the United States of America, with its principal place of business located at 1775 Bob Johnson Drive, in the City of Colorado Springs, Colorado, 80906-4090 (hereinafter to be referred to as "USAH");

Hockey Canada, a member of the International Ice Hockey Federation charged with the responsibility for the administration of the sport of ice hockey in Canada, with its principal place of business located at 151 Olympic Road SW, Suite 201, Calgary, Alberta T3B 6B7 (hereinafter to be referred to as "HC"); and

Canadian Hockey League, a League of major junior Teams/Players, divided into three (3) separate divisions, with its principal place of business located at 305 Milner Ave., Suite 201, Scarborough, Ontario, M1B 3V4, Canada, (hereinafter to be referred to as the "CHL"), for and in consideration of the mutual covenants and agreements herein contained, the parties hereby mutually covenant and agree as follows.

**WHEREAS**, USAH and HC are two Member Federations of the International Ice Hockey Federation (I.I.H.F.) that share a common border in North America, each with Member Teams/Leagues on either side of that common border;

**WHEREAS**, the CHL is recognized in both Federations as a Major Junior League, operating in three Divisions and including Teams on either side of the common border;

**WHEREAS**, players are constantly moving across the common border within and between Federations, Leagues and Teams, which movement all parties acknowledge should be reported, recorded, and approved by the respective Federations, all as is required by the Rules and Regulations of the I.I.H.F.

**WHEREAS**, the best interests of the athletes, teams, leagues, and the parties to this Agreement are best served by the adoption of the process whereby this movement can be facilitated, while respecting both the rights of and the responsibilities to the participating athletes, as well as the teams, leagues and Federations involved; and

**WHEREAS**, the parties hereto have reached agreement on the process for the movement of participating players and now wish to reduce that agreement to written form.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, the parties, hereto, hereby mutually covenant and agree as follows:

**2. CHL Team (S) /Player (S)**

It is agreed that CHL Teams are considered the highest level of non-professional competition in Canada, administrated as a development program under the auspices of Hockey Canada in a member league of the CHL Players with this program agree to participate in a member league of CHL and with a CHL team by signing a player agreement, the form of which agreement for each member league is prescribed by each such member league of CHL. Further, by signing an agreement with a CHL member team, the player agrees to be bound by the terms of that agreement, including its termination and transfer provisions.

## ARTICLE XI– ENTIRE AGREEMENT

This Transfer/Release Agreement, consisting of 27 pages, contains the entire Agreement of the parties and supersedes any and all prior or contemporaneous Agreements and understandings, written or oral, by and between the parties.

**IN WITNESS WHEREOF** we have hereunto set our hands this 25th day of June, 2015.

**USA HOCKEY, INC.**

By: Dave Green

It's Executive Director

1775 Bob Johnson Drive
Colorado Springs, CO 80906-4090

**HOCKEY CANADA**

By:

It's PRES / CFO

151 Olympic Road SW, Suite 201Calgary, AB T3B 6B7

**CANADIAN HOCKEY LEAGUE**

By:

It's PRESIDENT

305 Milner Ave Suite 201
Scarborough, Ontario
Canada M1B 3V4

# TABC

This is Exhibit "C" referred to
in the affidavit of David E. Branch,
sworn before me, this day of
December, 2015

A commissioner, etc.

# OHL COMPREHENSIVE PLAYER SUPPORT PROGRAM

## Professional Support

- Full time coaches, Assistant coaches including goalie coaches, video coaches, skating coaches and skill development coaches to support the development of players.
- Every Member Team supports players through full time athletic therapists in addition to Member Team physiotherapists, physicians and dentists.
- Dedicated Academic Advisors for all players on each OHL team.
- Strength and Conditioning Coaches.
- Nutritional Consultants.
- Director of Security, who is a retired OPP Sergeant, has a communication network with each OHL Member Team security liaison officer.
    - Liaison Officers are members of local police services, in addition to any security needs, they facilitate drug and alcohol awareness seminars as well as additional community support programs.
- Team doctor and dentist at every OHL game to support the needs of the medical needs of the players.
- On-site professional emergency care for all players (EMS) for every game.
- Defibrillator at each OHL bench for all games and practices.
- Ozone (a private, secure and personalized internal communication system) for players and families to communicate directly with the OHL Commissioner and receive League and Member Team information.
    - Post OHL Scholarship information
    - League Policies ie Harassment and Abuse, Diversity
    - Education Contract
    - All other commitments the League and Team have to the player

- Partnership with Canadian Mental Health Association (CMHA)
    - Comprehensive Mental Health Program for all players and staff through local CMHA branches.
    - Mental Health Coach for every OHL Member Team providing support to players, staff and billets.
    - Mandatory three hour workshop for players and staff entitled Talk Today regarding mental health awareness.
- The league, as a member and partner of Hockey Canada, supports the participation of its players in all National Team Programs ie. Under 17, Under 18, World Junior Championship Tournament.
- All professional services are provided at no cost to players.

## Education

- In addition to Academic Advisors, every player has access to the support of a tutor at no cost to the player and his family.
    - A unique and personalized academic plan is created to cater to every student athlete's specific needs.
- All practice times scheduled after regular school hours.
- Latest technical support is provided to the players to assist them as student athletes.
- 98% of OHL players graduate from high school.
- High school players cannot be traded without the consent of the player and his family.
- Financial commitment for the education of all players:
    - All education costs paid for by the OHL team while playing in the OHL including tuition, books, compulsory fees and room and board.
    - Every OHL Player is eligible for a scholarship from their respective team, administered through the league office, upon graduating from the OHL.
    - Minimum scholarship benefit for graduating players is tuition, books and compulsory fees for each season played in the OHL toward an undergraduate degree.

- Maximum scholarship benefit for graduating players is tuition, books, compulsory fees and room and board toward an undergraduate degree

- Tuition and education costs for rostered OHL players in 2014-15 was $475,755
- The OHL Centrally Administered Scholarship Program facilitated scholarships for 276 OHL Graduates attending 57 different academic institutions with a total scholarship payment in excess of $2.0M (2014-15 season).
- Scholarships may be utilized for university, college, trade or technical schools.

## Player Benefits

- Players are provided with a monthly expense allowance of $470.
- Each team is permitted up to three Over Age Players and they are permitted to receive a monthly expense allowance of $900.
- Players provided with the best player equipment available at no cost to the player including:
    - Sticks, Skates, Shin pads, Pants, Gloves, Elbow pads, Shoulder pads, Neck guard, Helmet.
    - Goalie pads, Goalie glove and blocker, Goalie chest protector, Goalie pants, Goalie helmet, Goalie sticks.
    - All performance wear.
- No player registration fees.
- All players meals are provided for, the majority of which are provided at their billet home.
- Players provided with off-ice apparel packages.
- Each OHL Member Team covers its player's medical and dental fees while the player is player for the Club, under the comprehensive Hockey Canada National Insurance Program, including any specific protective or rehabilitation equipment ie. knee brace
- Each Member Team provides an annual premium up to $500 for providing 24 hour 12 month on or off ice career ending insurance.

- Each team provides the players' transportation cost each year for reporting to Training Camp from the player's home, to and from the player's home for the Christmas break and to the player's home at the conclusion of the player's academic or athletic year.
- Each player is provided with game tickets for his parents and family.
- Each OHL Member Team provides an annual $1000 off season expense reimbursement for players for off ice training and skill development.

## Environment

- State of the art arena and training facilities to serve in best interest of player development and safety.
- Team Bus Policy for a safe and positive environment.
- Billeting of players
    - All prospective families are screened through an interview process.
    - All prospective families have a criminal background check completed.
    - Players are billeted in a safe, comfortable family environment that is pre-approved by a player and his parents.
- Players housed in quality hotels for road trips.
- A restricted trading period during the holiday season.
- Games officiated with the four-man officiating system to support a positive on ice environment for players.
- All OHL Games supported by dedicated off-ice officials.
- Utilization of video replay systems for all games which contributes to supporting the efforts and achievements of players.

## Player Safety, Health and Welfare Programs

- Regarded as a hockey leader, the OHL has strict disciplinary and education measures to ensure players are able to play in a proper on-ice environment to support the successful development as a player.
- On-ice initiatives to curb inappropriate actions include the following:
    - Bullying Policy
    - Fisticuffs Policy
    - Checking to the Head Policy
- Annual presentations and education on playing rules and suspension policies.
- Concussion Management Program.
    - Every player under goes annual baseline testing to assist in monitoring the player for the standard League return to play protocol.
- Drug Education and Anti-Doping Program provided by the League for a drug free sport.
    - Program is developed and administered by the Canadian Centre for Ethics in Sport (CCES).
    - Program includes annual online education program for players and staff.
    - Random testing according to World Anti Doping Agency (WADA) guidelines.
- Canadian Mental Health Association(CMHA) Program for all players entitled Talk Today
    - 3 hour mental health and addiction awareness workshop entitled safeTALK highlighting the importance of mental health and the signs and symptoms of distress
    - CMHA Mental Health Coach connected with each OHL team
- Respect in Sport Program (Harassment and Abuse).
- Diversity Policy.
- Hazing-Zero Tolerance Policy.
- Blood Spill Policy.
- Facial/Head Protection Policy.

- Dentist Fabricated Mouth Guard Policy.
- Tobacco Products Policy.
- Gambling Policy.
- Pornography Policy.
- Throat Protection Policy.
- League and OHL Member Teams partner with Hockey Ministries International.
- Social Networking Policy.

## Player Development

- The OHL is the number one development league in the world in providing players to the National Hockey League (NHL) and Canadian Interuniversity Sport (CIS).
- Recent OHL Grads who are NHL stars include John Tavares, Steven Stamkos, Drew Doughty, Alex Pietrangelo, PK Subban, Tyler Seguin, Taylor Hall, Jeff Skinner and Patrick Kane to name a few.
- Recent OHL Grads who are CIS stars and excelling as student athletes include Liam Heelis, former CIS Player of the Year, Acadia University; Adrian Robertson, former Top 8 Academic All Canadian, University of New Brunswick; Anthony Tapper, Masters in Neuroscience, University of Waterloo to name a few.

## League Scheduling Policies

- 86% of the games are played from Thursday through Sunday to accommodate the student athlete.
- OHL teams play the other Conference teams only one home and away to reduce travel and time away from school.
- League provides a minimum of 7 days off between games prior to and returning from Christmas break.

- Sensitivity to the academic calendar in scheduling games during exam period.
- Efficient scheduling of swing trips to reduce travel and time away from school.
- A playoff structure which utilizes a 2-2-1-1-1 format to reduce travel for players.

## Administration

- The Ontario Hockey League has a centralized administration office to support the needs of the players including but not limited to:
    - Central administration of Scholarship Program.
    - Coordination of special events.
    - Centralized assignment of game officials.

# TABD

This is Exhibit "D" referred to
in the affidavit of David E. Branch,
sworn before me, this day of
December, 2015

A commissioner, etc.

Government of Canada Gouvernement du Canada
Canada

# Statistics Canada



## Highlights

### Chapter A: The output of educational institutions and the impact of learning

### A1 Educational attainment of the adult population

- In Canada, the proportion of adults aged 25 to 64 with tertiary education (college/university completion) increased from 40% in 2000 to 53% in 2012—the highest rate among OECD countries. At the same time, the proportion of individuals with less than high school completion ( "below upper secondary") decreased, from 19% to 11%. Similar changes were mirrored in the provinces.
- In 2012, one-quarter (25%) of 25- to 64-year-olds in Canada had completed tertiary-type B programmes, far greater than the average of 10% reported by the OECD. In Canada, tertiary-type B includes non-university certificates or diplomas from community colleges, CEGEPs, or schools of nursing, as well as university certificates below the bachelor's level. The proportion of women who had successfully completed tertiary-type B programmes (29%) was higher than the proportion for men (21%). In the traditionally male-dominated areas of trades and apprenticeship ("postsecondary non-tertiary" education), attainment was more common among men (15%) than women (8%).
- The OECD average for completion of tertiary-type A/advanced research programmes for 25- to 64-year-olds was 24%, which compares with Canada's figure of 28%. In Canada, tertiary-type A refers to bachelor and master's degrees and other university degrees or certificates above a bachelor's degree (but below a doctorate), and advanced research programmes comprises doctorates and post-doctoral programmes. The gender gap was less pronounced at this level of educational attainment, with figures of 29% for women and 26% for men.
- Ninety-two percent of Canadian adults aged 25 to 34 had attained at least upper secondary education in 2012, compared with 84% for those aged 55 to 64, reflecting change in attainment patterns for high school completion over time. There were relatively small differences between provinces in the proportion of adults aged 25 to 34 with at least a high school diploma; 2012 figures for all provinces ranged from 90% to 94%.

### A2 Upper secondary graduation

- Canada's upper secondary graduation rate was 85% in 2011. The OECD average was 84%, and most OECD countries reported graduation rates of at least 80%. The upper secondary graduation rate corresponds to the probability that an individual will graduate from high school during his or her lifetime.
- In Canada, graduates under 25 years of age represented 94% of all graduates in 2011, compared with 95% for the OECD overall.
- Upper secondary graduation rates for females were higher than those for males in all provinces and territories, as well as in most of the OECD countries for which comparable data were available. In Canada, the rate for females was 87%; the rate for males, 82%.
- In Canada in 2011, successful completion in public schools was 73%. This indicator measures the "on-time" graduation of the 2008/2009 cohort of Grade 10 students (3e secondaire in Quebec), an indication of the efficiency of the public school system. Among the provinces and territories, the proportion of students who completed their education within the expected time varied considerably, from 12% in Nunavut to 84% in Nova Scotia.

### A3 Labour market outcomes

- In Canada and other OECD countries, employment prospects increase with educational attainment. In 2012, Canada's employment rate for adults aged 25 to 64 who had not completed upper secondary education (high school) was 56%. In and throughout Canada, as well as in the OECD countries overall, the 2012 employment rates among the 25- to 64-year-old population were clearly highest—around 80% and beyond—among individuals who had a "tertiary education"; that is, a college or university credential.
- Between 2000 and 2012, employment rates were consistently higher among individuals with a tertiary education compared with those who had not attained that level of education, both throughout Canada and the OECD countries overall.
- In most OECD countries in 2012, the difference in employment rates between the sexes was less pronounced among graduates of tertiary-type A and advanced research programmes compared with the upper secondary graduates. In Canada, a 12-percentage-point difference was observed between the employment rates for men and women in the upper secondary graduation category: 79% for men compared with 67% for women. Among graduates of tertiary programs, both type B (college) and type A/advanced research programmes (university), the male–female differences narrowed to 6 percentage points in both cases.

## Chapter B: Financial resources invested in education

### B1 Expenditure per student

- In Canada in 2010/2011, expenditure per student at the secondary level ($10,618 US dollars using purchasing power parity) was slightly higher than that at the primary (including lower secondary) level ($9,714 US dollars). These expenditures were above the OECD averages of $8,296 and $9,506 for primary and secondary schools respectively.
- In Canada at the primary and secondary level, the portion of expenditure per student allocated to core services represented 95.2% of the total expenditure per student. This is similar to the average proportion of 94.2% spent on core services in the OECD countries. Expenditure on educational core services includes all spending directly related to education; i.e., on teachers, school buildings, teaching materials, books and administration of schools.
- The total expenditure per student on university education (Tertiary type-A and Advanced research programmes including Research and Development) in Canada was $27,102 (US dollars). This was the highest among the OECD countries followed by U.S. with $26,021 (U.S dollars). The comparable OECD average for all tertiary (including tertiary type B in addition to type A and advanced research programmes including R&D) was $13,958, which is only slightly more than half the Canadian expenditure.
- Expenditure per student rises with the level of education in Canada, although the difference in the ratio between primary and secondary is almost negligible. However, the difference in ratio between primary and university is large: expenditure per student at the university level is almost three times higher than that at the primary level in Canada.

### B2 Expenditure on education as a percentage of GDP

- With 6.4% of its GDP allocated to educational institutions in 2010, Canada devoted a slightly higher share of its wealth to education than the OECD countries overall (an average of 6.1%). The share of GDP devoted to educational institutions varies from one province or territory to another. The allocation of financial resources to educational institutions is a collective choice, made by government, business, and individual students and their families. The share of GDP is partially influenced by the size of the school-age population and enrolment in education, as well as relative wealth.

- In 2010, 42% of the share of GDP that Canada invested in education was allocated to the tertiary sector. Among the OECD countries, Canada, along with the United States (39%) and Chile (35%), allocated the largest share of education spending to tertiary education.

## B3 Distribution of expenditure on education

- The proportions of education expenditure allocated to current spending in Canada in 2010 were: 93% for primary, secondary and postsecondary non-tertiary education, and 87% for tertiary. These figures are fairly similar to the average proportions reported by the OECD for its member countries: 93% and 90%, respectively. Current expenditure reflects spending on school resources that are used each year for the operation of schools.
- For primary, secondary and postsecondary non-tertiary education, the compensation of staff (78%)—particularly teachers (63%)—accounted for the largest proportion of current expenditure in Canada in 2010, a situation mirrored in all other OECD countries. At the tertiary level in Canada, 65% of current expenditure was devoted to compensation of all staff; more than half of which (38%) was spent on compensation for teachers. In all provinces and territories, the proportion of current expenditure allocated to compensation of all staff employed in education was larger in the primary, secondary and postsecondary non-tertiary sector than in the tertiary sector.
- In Canada, 13% of education expenditure for tertiary education was allocated to capital expenditure; the OECD average was 11%. For primary, secondary and postsecondary non-tertiary, the corresponding figures for Canada and the OECD were both 7%. Capital expenditure reflects spending on assets that last longer than one year and includes spending on the construction, renovation and major repair of buildings.

# Chapter C: Access to education, participation and progression

## C1 International students

- In 2011, there were 122,277 international students registered in tertiary programmes in Canada. They accounted for 8.2% of all students enrolled in tertiary education, a proportion very similar to the OECD average (8.0%). A vast majority of them (70.2%) were in tertiary type-A programmes. "International students" includes non-permanent residents, such as those with study permit. It also includes those enrolled in a Canadian program from a Canadian institution that is not located in Canada (also known as "offshore students") as well as non-Canadian students studying via the internet.
- Students from Asia accounted for more than half (60.6%) the international students in Canada in 2011. The high proportion of Asian students in Canada is also mirrored in the OECD countries, where Asia is generally the largest source of international students, accounting for over half (52.0%)[1] of the total. Countries such as Australia (81.5%), United States (73.3%) and New Zealand (69.8%) had a significantly larger percentage of international students coming from Asia than the OECD average.
- Students from China represented the largest group of international students from an individual country of origin, accounting for 27.0% of all international students in Canada, followed by students from India (8.3%), France (7.5%), the United States (7.0%) and South Korea (4.2%).

## C2 Transitions to the labour market

- In Canada in 2012, 44% of young adults aged 15 to 29 were still involved "in education". The most recent international average for the OECD countries was 49%. The proportion of females (46%) was higher than that for males (43%). The proportion of "in education" 15- to 29-year-olds remained quite stable in Canada over the 2002-to-2012 period.

- In 2012, 18% of 15- to 19-year-olds in Canada were no longer pursuing a formal education; the comparable OECD average is 14%. Many in this 15-to-19 age group were employed, and some could actually be high school graduates who had not engaged in any further education.
- The total "not in education" portion of the 15- to 29-year-old population also includes those who are neither employed nor in education (or training), referred to as the "NEET" population. In 2012, 13% of Canada's population aged 15 to 29 was neither employed nor in education, compared with the OECD average of 15%. In Canada and in the OECD overall, the highest proportion of individuals who were not in education and not in employment was in the 25-to-29 age group: 17%, which compares with the OECD's 19%.

## Chapter D: The learning environment and organization of schools

### D1 Instruction time

- In Canada, in 2013/2014, the total intended instruction time in formal classroom settings was 8,289 hours on average, between the ages of 6 and 14 (this includes the primary (ages 6 to 11) and lower secondary (ages 12 to 14) levels of education). By comparison, total intended instruction time for the OECD countries for which data were available was 7,615 hours. This was 674 fewer hours than the average total intended instruction time in all public institutions in Canada during the 2013/2014 school year.
- Total intended instruction time for students aged 6 to 17 (primary, lower secondary and upper secondary levels) varied by province and territory, ranging from 12,252 hours in the Northwest Territories and Nunavut to 9,900 hours in Quebec (where upper secondary ends at age 16).

### D2 Teachers' salaries

- In Canada, the salary for teachers at the beginning of their careers in public elementary and secondary schools was just over $47,500 Canadian dollars in 2011/2012, ranging from $40,317 in Quebec to $74,088 in the Northwest Territories.
- In 2011/2012, teachers' salaries in and throughout Canada were similar regardless of the level of education being taught. Overall in Canada, average salaries for teachers at the beginning of their career (presented in US dollars for international comparisons) were $37,145 in both primary and lower secondary institutions, and $37,294 for those in upper secondary institutions. The comparable OECD averages (US dollars) were all lower, and they also varied by level taught, at $29,411, $30,735 and $32,255, respectively.
- In two-thirds of the provinces and territories in Canada, teachers in public elementary and secondary schools reached their maximum salary after 10 years' experience—much sooner than their counterparts in other OECD countries.

### D3 Teachers' working time

- In Canada, primary school teachers taught an average of 799 hours per year in 2011/2012, compared with the OECD average of 782 hours. Figures vary by province and territory, ranging from 738 hours in Quebec to 905 hours in Alberta.
- Net annual teaching time was 744 hours at the lower secondary level (generally Grades 7 to 9) and 747 hours at the upper secondary level (generally Grades 10 to 12). These figures for Canada are higher than the averages for the OECD countries overall—50 hours higher at the lower secondary level and 92 hours at the upper secondary level.
- On average in Canada, net teaching time represents about 60% of teachers' total working time. It is similar for lower and upper secondary levels taught (61%), and higher at the primary level (65%). This ratio and the pattern across levels of education taught are similar to the averages in OECD countries.

## Chapter E: Skills proficiencies of adults

### E1 Insights from the Programme for the International Assessment of Adult Competencies (PIAAC)

- Canadians with higher levels of educational attainment performed better than their less educated counterparts in literacy and numeracy. The proportions of Canadians performing at each literacy and numeracy level were similar to the OECD averages, with the exception of the lowest numeracy level where Canada had a slightly higher proportion of adults performing at that level.
- In Canada and across jurisdictions, those who had higher proficiency levels in literacy and numeracy were more likely to be employed.
- The proportions of Canadians who reported positive social outcomes were higher among those who performed at the highest level in literacy: 95% of those performing at Levels 4 or 5 reported having good health, 36% said they had trust in others, 35% reported volunteering at least once a month, and 49% thought they had an influence on government.
- Canadians with higher levels of literacy proficiency had higher rates of participation in formal and non-formal learning activities.

## Notes

1 See *Education at a Glance 2014: OECD Indicators*, Table C4.3.[2/2], International student mobility and foreign students in tertiary education (2005, 2012).

Date modified: 2014-12-15

# TABE

This is Exhibit "E" referred to
in the affidavit of David E. Branch,
sworn before me, this day of
December, 2015

A commissioner, etc.

# Success Rate for Semester One

Team Name: _____ Date: _____

| | |
|---|---|
| # of players in high school | _____ |
| # of courses being studied | _____ |
| # of courses passed | _____ |
| # of courses failed | _____ |
| **Success Rate for High School** | _____% |
| # of players in university | _____ |
| # of courses being studied | _____ |
| # of courses passed | _____ |
| # of courses failed | _____ |
| **Success Rate for University** | _____% |
| # of players in college | _____ |
| # of courses being studied | _____ |
| # of courses passed | _____ |
| # of courses failed | _____ |
| **Success Rate for College** | _____% |
| # of players at Independent Learning Centre | _____ |
| # of courses at Independent Learning Centre | _____ # passed _____ |
| # of players in ESL | _____ |
| # of players working | _____ |
| # of players doing community service | _____ |
| # of players doing nothing | _____ |

General Manager _____
Signature

Academic Advisor _____
Signature

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# TABF

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OJHL teams introducing pay-to-play model next season

THE NEWS

## OJHL teams introducing pay-to-play model next season

Mississauga News | May 15, 2013

Oakville Blades player Jimmy Cusan (left)chases down Burlington Cougars opponent Jeremy Gottzmann during an Ontario Junior Hockey League game earlier this year. The league will soon formally announce that players will have to pay to suit up for teams next season

Fans won't be the only ones paying to get into Ontario Junior Hockey League games next season.

Players will be, too, after the junior A loop recently removed a bylaw that prevented teams from making players pay to suit up for an OJHL franchise.

A formal announcement of the change in policy has yet to be made by the OJHL, but league officials have confirmed to the *Beaver* that teams will have the right to choose what fee their players will pay, with no maximum imposed on the amount. Oakville Blades general manager Duncan Harvey said his squad has yet to determine how much it will charge, but suggested it would likely be between $3,000 and $4,000 for the upcoming year — in addition to the $300 players already pay to the Ontario Hockey Association and $750 to the OJHL.

"The problem we have is that we have three very different distinctive business models in this league. You have your small towns like Wellington, you have more rural communities and then you have the (Greater Toronto Area). Having one model for everybody, you can't really do it," said OJHL commissioner Marty Savoy. "We need to let the onus be on the teams themselves to decide how to operate their businesses."

And business in recent years has not been good for OJHL owners. Savoy believes no franchise in the league turned a profit this past season. Losses for some teams are believed to be as high as six figures.

"The problem is this model," Harvey said. "The model is based on $60 an hour for ice and $10 wood sticks. We're paying $150 a stick and every kid needs six sticks (a league minimum for teams to provide players). Throughout the course of a season, if you carry 26 guys, that's a big chunk of money. Plus, paying $250 an hour for ice, you practise for one-and-a-half hours and your game ice is $750, it adds up pretty quickly.

"Plus, we have to pay our coaching staff and equipment guy. Our budget is nothing crazy, about $300,000. But there's nothing coming in."

Paid attendance remains a major issue for the OJHL, particularly in the GTA. Even though the Blades drew the most fans in the league, averaging nearly 600 per contest, many of those tickets were free.

"We're only pulling in roughly $1,200 on a game night. That's just enough to pay for our game night," said Harvey, who dropped ticket prices this past season in his first year as Oakville's GM. "That doesn't cover any of our practices, staff, equipment or anything else."

Another challenge the OJHL faces is the lack of subsidy from higher leagues. According to Harvey, OJHL teams receive $1,500 from Ontario Hockey League squads when they develop a player who moves on to the OHL. But OJHL teams, according to Harvey and Savoy, do not receive any reimbursement from colleges or even from the National Hockey League when players graduate to those levels.

"We're operating at around $8,000 a player. That's our cost. He plays with us, we train him up... If he gets a scholarship — a full-ride, $50,000-value-a-year scholarship — we get back nothing," Harvey said. "Apparently that's okay."

### Might players leave for other leagues?

The OJHL's case for charging players seems clear. But how will players respond to having to pay for something they and their predecessors have always enjoyed for free?

"It's kind of a turnoff to return to that league because it used to be free, and every year I've noticed the costs going up and up and up," said Len Fabbri, a three-year OJHL veteran who played last season for the Blades.

"It's definitely discouraging, especially for the older guys," he added. "The younger guys are used to paying to play. But us older guys feel like we paid our dues and we can use all the help we can get."

OJHL teams introducing pay-to-play model next season

It's not as though players don't have options. The Greater Ontario Junior Hockey League, a junior B circuit in southwestern Ontario, does not charge its players. Perhaps implementing a pay-to-play structure in the OJHL will result in a mass exodus to the GOJHL, which Savoy admits is "the strongest junior B loop in the country by far."

But Harvey is not concerned that will happen.

"Junior B is great hockey. If you want to go live in Stratford or Guelph, that's fine, but there's nowhere really around here for them to play," Harvey said.

"And go look at who they play. This is stupid hockey math: 'I don't cut a check so it's a great deal', but meanwhile mom and dad are driving all over the province to watch their kid play, and their kid is driving all over to get to games and practices... Very quickly, in the end, the costs even out.

"The nice thing about the junior A loop is it's a GTA loop."

Savoy, meanwhile, is confident that players will continue to choose the OJHL because of the exposure they receive.

"I don't think kids want to risk not being evaluated and seen by scouts. We've gone from 37 teams to 23 teams (due to contraction that began in 2009), and our number of Division 1 rides has stayed the same," Savoy said.

"If you're a kid looking to move on to the next level, you'll still play in this league. If you're not, maybe you'll go to junior B."

The numbers back up Savoy's claim. According to league statistics from the 2011-12 season, 85 OJHL alumni played for NHL clubs during the 2010-11 campaign. Another 140 OJHL grads played for NCAA Division 1 squads and 165 suited up at the Canadian Hockey League major junior level.

Savoy also justifies the pay-to-play model by pointing to quality assurances that will be imposed on teams next season. The league recently performed a 110-point audit on all its member franchises, ensuring minimum standards for all clubs to follow. Those requirements come with a significant price tag.

"The standards have now been set. The teams already know what they are. And there are costs associated with that," said Savoy, who was pleased the audit found the league's teams to be approximately 85 per cent compliant.

"Teams might have to practise two more times a week at $300 an hour. When you try to elevate standards to make a better product for the athlete, there's a cost. And to our owners' credit, they bought into these increases before these changes (to charge players)."

**Reputation for having 'daddy owners'**

If perception is everything, the OJHL didn't have a lot going for itself a few short seasons ago.

"When I first took over, there was a brand image problem with the OJHL," admitted Savoy, a former Hockey Canada executive who became the OJHL's first full-time commissioner in 2010.

Contracting teams was a start. Blowouts were far too commonplace in the league for anyone's liking, particularly scouts who wanted to see best against best. It's difficult to learn much about players in the third period of a blowout.

Another perception the OJHL continues to battle is that of a league full of "daddy owners" whose primary motivation for funding teams is to ensure their sons can play in the league. If bloodlines are as important as blue lines, both the quality and the credibility of the league are crippled.

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OJHL teams introducing pay-to-play model next season
Now, it could be argued, the size of people's wallets might also be a factor in which players suit up for OJHL teams next season.

"We're looking at the business model of junior A hockey. If the business model is that you'll lose X number of dollars, there won't be many people who are going to line up (to buy a team)," countered Savoy, who estimated six or seven OJHL teams are owned by people with sons in the league. "I have heard the daddy owner thing before. Is (St. Michael's Buzzers owner) Mike McCarron a daddy owner? Well, his son was our top defenceman of the year and is a finalist for top defenceman in the country. (Mike is) a father who owns a team that has a kid in the league.

"The days of having kids in the league that can't play in the league are over. The league is so much harder to play in. With 37 teams, you could hide a player or two. You can't hide a player now."

McCarron is perhaps the best example of how the pay-to-play model could work in the OJHL. Members of the Buzzers were responsible for offsetting some of the franchise's costs this season (which was "technically allowed" under OHA rules, Savoy said), and McCarron made no secret about it.

"When families pay, they make a commitment to your program. If they don't see value – I don't want (them) in the room," McCarron tweeted April 10, after the Buzzers won the OJHL championship.

"@stmbuzzers proof charging players helps @ojhlofficial teams. Committed families value program. There for right reasons #nobrainer," he tweeted later that day.

Attempts to reach McCarron for additional comment were unsuccessful. But the Buzzers' success — they reached the final of the Dudley Hewitt Cup central Canadian championship tournament, falling one win short of a trip to the RBC Royal Bank Cup nationals — makes them a blueprint for other teams, Harvey believes.

"It's all about the program," said the Blades GM, adding that minor midget and midget rep hockey — the step before junior A — costs more than some OJHL teams might charge next season. "We already offer a great program, and we're adding more to it next year. I think it's the value the players are getting. It's not just playing a junior A schedule, it's all the other things these players are getting as well."

**Resistance not surprising**

Not everyone sees it that way. One team, the Newmarket Hurricanes, has been openly opposed to the implementation of a pay-to-play policy, though the club politely declined the opportunity to comment on the subject.

"Although you are correct in that our organization opposes pay-to-play at the Jr. A level, at this time we cannot comment on this situation," Maurice Catenacci, Newmarket's vice-president and GM, replied to a Beaver email seeking the Hurricanes' position on pay to play. "I'm sorry and hope you understand, we've been asked to refrain from divulging any information at the present time."

Fabbri sees several logistical issues to charging players next season.

"I think ice time's a huge thing... It's kind of unfair for a guy not playing as much as another person but paying the same amount. The OHL is free for everyone, so if you're a fourth liner, you can't say... 'Why am I not getting the same ice as this guy?'" said Fabbri, who is undecided whether he'll return to the OJHL next year.

"I also think competition will be a bit watered down. Some of the better players might not have the money to pay and be forced to another league. It may not be as competitive."

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Both Harvey and Savoy understand there will be resistance to the OJHL's change in policy. But, they say, it is a necessary evil.

"This wasn't an overnight decision. We put a lot of time and effort into this. The standards have to be there, and the teams have to make sure they're providing a good product," Savoy said.

"At the end of the day, we have to look at fixing the model. Our teams are losing money. What do we do? Do we let the business die or do we adapt it?" he questioned.

Letting it die is not an option to Harvey and many others.

"Can Canada really exist without junior hockey in these communities? (Teams) are a big part of the history of communities, in the same way that there are buildings you can't knock down. I think people need to look at junior hockey in the same kind of category," Harvey said. "(The Blades) are part of the history of Oakville. This team has been here a long time. If the team does more within the community and brings more local kids onto the team, is that worth anything? The answer might be no, and people say too bad, but it won't be long before these clubs aren't able to exist.
"The days of when you're a junior player, it's a free ride — those days are over."

# TABG

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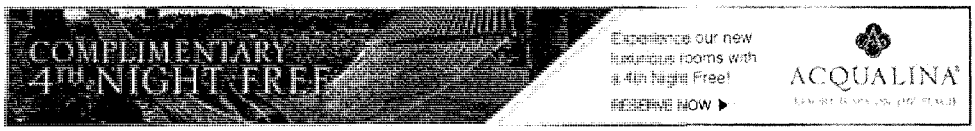


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## LEAGUE ATTENDANCE

| TEAM | YESTERDAY | TOTAL | Games | AVERAGE |
|---|---|---|---|---|
| Cobourg | | 14,100 | 27 | 522 |
| Wellington | | 12,641 | 27 | 468 |
| Trenton | | 12,384 | 27 | 458 |
| Oakville | | 10,802 | 27 | 400 |
| Newmarket | | 8,521 | 27 | 315 |
| Kingston | | 8,446 | 27 | 312 |
| Stouffville | | 6,353 | 27 | 235 |
| Lindsay | | 6,211 | 27 | 230 |
| Aurora | | 5,485 | 27 | 203 |
| Buffalo | | 5,416 | 27 | 200 |
| Georgetown | | 5,275 | 27 | 195 |
| Whitby | | 4,733 | 27 | 175 |
| Milton | | 4,714 | 27 | 174 |
| Pickering | | 4,597 | 27 | 170 |
| Orangeville | | 4,504 | 27 | 166 |
| Toronto Patriots | | 3,634 | 27 | 134 |
| Mississauga | | 3,433 | 27 | 127 |
| Burlington | | 3,385 | 27 | 125 |
| Hamilton | | 3,319 | 27 | 122 |
| St. Michaels | | 2,676 | 27 | 99 |
| North York | | 2,571 | 27 | 95 |
| Toronto Jr. Canadiens | | 2,131 | 27 | 78 |
| | TOTALS: | 135,331 | 594 | 227 |

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(http://ryrsports.com/)

# Age Chart: 2015-16

Ages effective for the 2015-16 GTHL season. Player ages are determined by age as of December 31, 2015.

The 2015-16 GTHL regular season will begin Monday, Sept. 14 for "AAA" divisions and Monday, Sept. 21 for "AA" and "A" divisions.

| CATEGORY | BIRTHDATES |
|---|---|
| Juvenile | Born in 1995, 1996, 1997 |
| Midget | Born in 1998-99 |
| Midget Jr. | Born in 1999 |
| Minor Midget | Born in 2000 |
| Bantam | Born in 2001 |
| Minor Bantarn | Born in 2002 |
| Peewee | Born in 2003 |
| Minor Peewee | Born in 2004 |
| Atom | Born in 2005 |
| Minor Atom | Born in 2006 |

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## GTHL Insider

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## Latest Poll

**Which GTHL grad will tally the most points in the NHL this season?**

Tyler Seguin
P.K. Subban
John Tavares
Rick Nash

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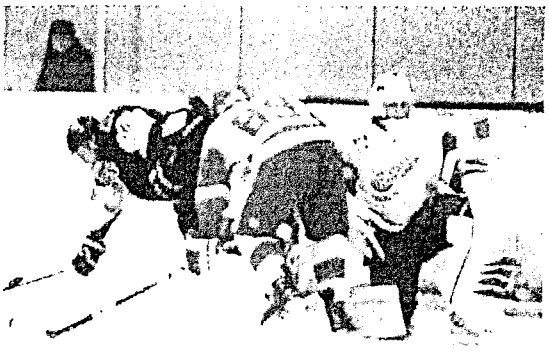
News / Insight

**Is minor hockey worth it?**

A look at some of the challenges of chasing a dream in the Greater Toronto Hockey League.



VINCE TALOTTA / TORONTO STAR

The GTHL has roughly 40,000 players on 2,800 teams, the largest minor league in the world.

**By:** Don Gillmor Published on Fri Jan 11 2013

On a Monday night in late November, two Minor Midget AAA teams clash in the gloom of the Vaughan Sports Village. The lighting is funereal and the arena smells like stale sweat. This northern outpost has a Soviet feel, a sense of sacrifice rather than joy.

The Vaughan Kings are currently in ninth place out of 12 teams, the Markham Majors 11th. The boys are 15 and this is their draft year. For that reason, Minor Midget is an intense division. A lot is resting on the players' performance, which can mean the difference between the Boston Bruins and the Hershey Bears, between an NCAA scholarship to Michigan and sharpening skates at Sport Chek.

The play is ragged. The beautiful geometry of the game is never more obvious than when it doesn't work. Passes are a few centimetres out of reach, pucks angled off the boards go astray, wingers can't control the breakout pass. There are moments of brilliance but they quickly fall apart, a series of false starts for both teams.

In the bleachers, parents call out familiar laments.

"Don't go in the middle! . . . Now why the hell would you go in the middle."

"Take the man. Take the man! Jesus."

"Go get it! Who wants it!"

The score is tied 1-1 with less than six minutes to play in the third period. A speedster on the Majors emerges from the chaos and stickhandles into open ice, shifting left then going right, creating space, the defenceman a half-step back. He lets go a slapshot, top shelf, short side, a blast that finds the only hole in the goalie's defence. One half of the bleachers erupts and the other half slumps and murmurs recriminations.

But the Kings come roaring back and tie the game with 38 seconds left, a flurry of energy and poise that has been missing for most of the match.

Afterwards the two teams file into the blackness of the parking lot. It's after 10 p.m. on a cold Monday. Half the season is gone. For most of these boys, the possibility of playing professionally is gone as well. They climb into minivans and are driven through the city, the fathers saying: "Why didn't you take the man? What were you thinking with that cross-ice pass? Do you really want this? Because you have to want it."

Few will get it. In 2012, nine of the 11 first-round draft picks of the Ontario Hockey League came from the two powerhouse teams — the Toronto Marlboros and the Mississauga Rebels. When the Marlies played the Rebels there were dozens of scouts in the audience. But the bottom of the league is lightly scouted; none came out this evening for the Kings and Majors.

At this point, the investment for players and parents has been thousands of hours and tens of thousands of dollars. What is the return on that investment? What does minor hockey produce?

**The Greater Toronto** Hockey League (GTHL) has roughly 40,000 players on 2,800 teams, the largest minor league in the world. It is also the oldest, begun in 1911 by a 17-year-old goaltender named Frank D. Smith who craved organized competition. It predates the NHL, which began in 1917, and has grown into a large, complex, not-for-profit organization with a $9-million budget.

The GTHL's mission statement describes it as a place for Toronto kids to develop skills and build character. It is also about professional development, grooming players for the big leagues. It has had mixed success in these areas.

And like the NHL, it is also a business. (It is allowed to make money but not to profit: any extra revenue goes back into the organization.)

"We're supposed to be teaching these kids life lessons," a coach says, "and it's hard to do because of all the outside forces. It's hard to coach in this city. A lot of good coaches quit, replaced by hustlers who are selling the dream."

The dream is to play in the NHL, a dream that takes form as a player moves up the ranks, through Select, A, AA and finally AAA. It is an expensive dream, and the chances of it coming true are slim.

Jim Parcels, co-author of *Selling the Dream: How Hockey Parents and Their Kids Are Paying the Price for Our National Obsession*, followed 30,000 Ontario hockey players born in 1975 to see how many ended up in the NHL. Forty-eight were drafted by NHL teams, though only 39 signed contracts, and of those, 32 played in an NHL game. Of those 32, only 15 played more than one full season. And of those 15, only six played 400 games or more (the minimum to qualify for an NHL

pension). Forty-two played NCAA Division I hockey on a full or partial scholarship, only slightly better odds than the NHL.

Those odds have gotten steeper for the 1995 birth-year cohort. It is more difficult now both to play in the NHL and to get an NCAA scholarship. In 20 years, the Canadian presence in the NHL has dipped from 61.4 per cent to 53 per cent (and has gone below 50 per cent at times), while the Americans have risen from 16.5 per cent to 23.9 per cent. The increase in elite hockey players in the U.S. has also meant fewer scholarships for Canadian players, as schools are more focused on American players.

Out of 978 players on NHL rosters at the end of the 2012-13 season, there are 36 GTHL alumni (and 12 more who split their time between GTHL and OMHA), or 3.7 per cent. Sweden, with 67,000 minor league players, has 63 in the NHL, or 6.4 per cent of the league. The GTHL's record isn't spectacular, but it would receive a passing grade.

**What do we** talk about when we talk about hockey? "Ninety per cent is about the money," says one GTHL AAA coach.

As a business, the GTHL, like the NHL, is slightly contentious and not clearly understood. While the GTHL is a not-for-profit organization, there is a constant chorus from parents who feel someone must be profiting. Certainly they are paying too much. Where does the money go?

The GTHL's biggest expense is ice rental ($4,785,847 — more than half its budget), which is mostly recouped through the $6 gate fees.

The teams are run as not-for-profit enterprises too, though until recently, it was difficult to tell. At one point, entrepreneur Stuart Hyman owned 90 GTHL teams, and in 2004 the Star reported that his teams charged the highest fees in the league. Hyman's stewardship prompted a City of Toronto investigation into youth hockey and two other league investigations. The GTHL lacked the authority to look at the financial details of any of its member clubs, but Hockey Canada threatened to audit Hyman's books, and immediately afterward Hyman divested almost all his teams.

As a result of this, says GTHL executive director Scott Oakman, the league implemented a new policy requiring owners to disclose the team's financial statements to parents. Any conflicts (if the club operator owns a hockey equipment manufacturer, for example) need to be disclosed now as well.

But the business model for GTHL clubs remains eclectic. Some coaches are volunteers, others are paid, and there is wide disparity in salaries. There is also the issue of who is paying them. "The coach's salary should be in the budget," one coach says. "If it's not, then you don't know who's paying the coach. If a parent is paying the coach, the next thing you know, his kid's on the ice too much."

Some teams are operated or leased by the parent of a player who wants to guarantee that his child plays.

The budget for a AAA team last year was $110,000, which included everything from practice ice rental (just over $23,000) to game sheets ($2,242). Divided among the 17 players, it was $6,000

each, with the rest made up by sponsors and fundraisers. Of the total, $20,000 was remitted to the organization. Both the league and member clubs are allowed to put aside money in a contingency fund. (The league's is currently at $2.2 million.)

It's possible for organizations to add surcharges on ice time and equipment (the team supplies jerseys, socks and gloves), and given that owners of AAA franchises need to have a team in each of the eight divisions, there is the opportunity, at least, to make money. But parents can now view the accounting and judge for themselves.

**The transparency** is welcome, but the cost of playing hockey in Toronto remains high, ranging from a few hundred dollars for House League, to more than $8,000 for some AAA teams. On top of that there is the cost of equipment (which can reach $4,000 for top-of-the-line gear), tournament costs for parents, gate fees (players and parents pay $6), and the cost of driving to games (an inner-city parent could log 4,000 kilometres in a season, driving to Vaughan, Mississauga, Markham etc.).

Personal trainers are a necessity at the elite level, and the cost of a good trainer and the ice time ranges from $240 to $425 an hour. Often they are in groups of four, though some parents spring for private classes. There are summer camps, spring leagues, dry land training, power-skating camps, off-season tournaments in Boston or Michigan.

The annual cost for a AAA player is between $10,000 and $15,000, not much less than the tuition for the University of Toronto medical school ($19,546).

The parents of Patrick Kane, the Chicago Blackhawks star, estimated their investment in his minor-league career, which he spent in the U.S., to be $250,000. Given his current salary of $6.3 million per year, it was a good investment. But the cost is high for all elite minor league players, while the odds of playing four seasons in the NHL are roughly 1 in 6,000.

**Every 6-year-old** player can dream about playing in the NHL, but not every 10-year-old. By that time, the sorting has begun in earnest. There is some movement among levels as the players grow (or fail to), as their skills fade or shine. But mostly the AAA kids move like a school of fish, from one division to the next. And they are the only ones who can dare to dream.

Though perhaps not all of them should. There are 12 AAA teams in each division in the GTHL, and like the NHL, it expanded too far, diluting the talent pool. The bottom three or four teams in many AAA divisions are often closer to Double-A teams.

"There are parents and players who want to play AAA and there are people who feed off them," says Geoff Schomogyi, a Triple-A coach with the Mississauga Rebels.

They want to be in AAA because it is better than Double-A and the world is hierarchical. The kids wear their team jackets proudly and obsessively, the parents mention it in casual conversation. It is an achievement, but it is compromised by the expansion, and it has created an imbalance in the league.

"Because of the lack of parity," says Steven Cathcart, coach of the AAA Marlboro Midget team, "there are too many good players on two teams and they aren't getting challenged on a regular

basis. So we produce very few defencemen, because they hardly need to defend. The goaltenders sometimes come from the bottom teams because they get so many shots."

Another problem with having all the good players on a few teams is that they may have gone through most of their AAA career without facing adversity, without losing. "Sometimes," one coach says, "they run into adversity at the next level — they get drafted by a last-place OHL team — and they can't handle it. There is a lot of fallout. GTHL players often have a sense of entitlement."

The city, despite its millions, seems capable of producing only 120 or so AAA players per division. And that number may fall. According to Hockey Canada, the governing body for hockey in the country, only 9.1 per cent of Canadian males between the ages of 5 and 18 play organized hockey. They project that this number could fall by 20 per cent by 2016.

There are a number of reasons for this. One of the major barriers is financial; the cost of minor-league hockey has priced many parents out of the market. So there may be potential Crosbys relegated to inventive shinny, or scoring against virtual goons in a computer game. You can map the city's economic demographics by its AAA teams. Most are from the affluent west end or the northern suburbs. Scarborough, which was once a hockey powerhouse, isn't represented at all.

Hockey is still perceived as a blue-collar sport, and that's where its roots are. But it isn't anymore. Even the middle class has trouble keeping up with the costs. At the highest level, it has become a rich man's game. "If you look at the best players in the league," a Triple-A coach says, "a lot of them are in a high socio-economic bracket. They don't necessarily have a lot of drive, they're just incredibly skilled. And they're afforded the opportunity to have the best instructors, and that is their advantage. Their advantage is that they have money."

There is also the demographic factor; fewer new Canadians are taking up the sport in earnest. They play house league as a way to culturally adapt, though they rarely pursue it past that level. It is a rite but not a passion.

The warming climate isn't helping. Shinny, a key development tool in past decades, is partly a victim of global warming and the decline of outdoor skating. The rink nearest me, in Withrow Park, opened on Dec. 1 then closed the next day due to high temperatures and rain. It officially closes Feb. 24. Like 52 other city-run outdoor rinks it has ice that is artificially cooled, but even that can't always keep up with rising temperatures. There are 20 hours of shinny per week, but at peak weekend times the shinny can be frantic and crowded. I once took my son and counted 61 people and 12 pucks on the ice, a war zone.

But it is in some version of that war zone that creativity is developed. In his book *The Game*, Ken Dryden writes, "It is in free time that the special player develops, not in the competitive expedience of games, in hour-long practices once a week, in mechanical devotion to packaged, processed, coaching-manual, hockey-school skills."

It is the lament of one Triple-A coach — the players are all skilled, he says, but they lacked creativity. Unlike Guy Lafleur or Wayne Gretzky, they hadn't logged thousands of hours playing shinny. Instead they log thousands of hours in minivans; a game can be a three-hour commitment

when factoring in commute times and dressing time, but it only yields 10-17 minutes of ice time for the player.

In 1972 we accused the Soviets of being skilled but mechanical. The Canadians, by contrast, had flair, we had heart. Now we are in danger of losing both.

**But the largest** issue for minor hockey may be safety. Never have concussions enjoyed such prominence: the centre of lawsuits and medical research and controversy. It is the conversation that haunts every arena.

Nicholas Eustace got his first concussion playing for the Minor Midget Mississauga Rebels in September 2011, at the beginning of the season. He got an elbow to the head, then later in the game another player fell on him when Nicholas was down, banging his head against the ice.

Nicholas was out for six months, returning only for the quarter-finals in February. The team won the OHL Cup, beating the vaunted Marlboros. Fifteen players from the team were drafted by the OHL, but Nicholas was undrafted because he'd been out all season.

Hockey was his passion. Since the age of 4, he had been playing with his friend Jake Evans. They both played for the Rebels because they knew it was heavily scouted and they were serious about the game. The parents were serious as well, agreeing to the commitment of time and money. Jake's father spent $7,500 building an ersatz rink in their basement, with regulation nets and unbreakable Plexiglass windows. Jake has two pairs of $750 skates, and once, in a bad month, broke five $300 sticks.

Jake was drafted by the Kitchener Rangers of the OHL but also received a scholarship offer from Notre Dame worth up to $57,000 a year. Nicholas returned the following year to play Midget with the North York Rangers, with the hope of attracting a scholarship offer as well.

"I knew I wouldn't make the NHL," he says. "But I wanted to get an NCAA scholarship."

Instead, he suffered a second concussion last autumn. "I can't really pick out a specific hit," he says. "I just had a huge headache after a game with the Marlies, but I didn't say anything for three weeks."

After diagnosis, Nicholas, 16, lay in a dark room for two weeks, thinking mostly of hockey. He was home from school for another two weeks, then returned for half-days, though he couldn't write exams — he found it difficult to concentrate. He went to see his teammates play, but the movement on ice brought on headaches. Even watching was dangerous.

An article in a the Canadian Medical Association Journal looked at two junior hockey teams and found 17 of the 67 players suffered a concussion during a single season — 25.3 per cent, seven times higher than the rate often reported in the medical literature. Five of the concussed players had a second incident. The inference was that concussions, for all their prominence, continue to be underreported.

Increasingly, parents can recite the litany: repeat concussions are a risk factor for chronic traumatic encephalopathy, memory loss, behavioural and personality changes, depression, early dementia and motor neuron disease. Young people are especially susceptible.

As a result of the prominence of concussions in sport, hockey parents now have two futures to contemplate — the one where he gets a $6.3-million NHL contract and the one where he gets brain damage that limits his options.

"I wish the league would take a bit more leadership on this," a Triple-A coach tells me. At the moment, the coach has the responsibility to recognize and act on concussions. "What do I know about concussions? I'd like to see baseline testing for the whole league so the pressure wasn't on the coaches and trainers."

The issue of baseline testing — the players taking tests before the season starts to have something to compare post-injury tests to — was brought up at the GTHL's board meeting but ultimately voted down by the member clubs.

**In the Iceland** arena in Mississauga, the first-place Minor Midget AAA Rebels are playing the last-place North York Rangers. The Rebels score at the 36 second mark, then again two minutes later. With less than half the first period played, it's 3-0 Rebels.

There are no scouts in the audience. I talk to a parent whose son is on the Rebels. He's a fast, skilled player, small compared to his teammates (five-foot-eight and a half, 155 pounds). There aren't many small kids left in the league at this level, the father says. They have to have great skills to survive at this point.

Does he want to go to the NHL?

"That's the dream, isn't it?" he says "That's the dream of everyone."

# TABJ

This is Exhibit "J" referred to
in the affidavit of David E. Branch,
sworn before me, this day of
December, 2015

A commissioner, etc.

# SECTION E
# TEAM REGISTRATION
## Jurisdiction

1. The Association shall administer minor hockey in the following divisions:

| | | | |
|---|---|---|---|
| AAA | Midget City | players born in | 1999 - 2000 |
| | Bantam Division 1 | players born in | 2001 |
| | Bantam Division 2 | players born in | 2002 |
| AA | Midget | players born in | 1998 - 2000 |
| | Bantam | players born in | 2001 |
| | Minor Bantam | players born in | 2002 |
| | Peewee | players born in | 2003 |
| | Minor Peewee | players born in | 2004 |
| A | Midget | players born in | 1998 - 1999 |
| | Minor Midget | players born in | 2000 |
| | Bantam | players born in | 2001 |
| | Minor Bantam | players born in | 2002 |
| | Peewee | players born in | 2003 |
| | Minor Peewee | players born in | 2004 |
| Female | Midget AAA | players born in | 1998-2000 |
| | Midget AA | players born in | 1998-2000 |
| | Midget A | players born in | 1998-2000 |
| | Bantam AA | players born in | 2001-2002 |
| | Bantam A | players born in | 2001-2002 |
| | Peewee AA | players born in | 2003-2004 |
| | Peewee A | players born in | 2003-2004 |
| | Atom A | players born in | 2005-2006 |
| | Novice A | players born in | 2007 & younger |
| A | Atom | players born in | 2005 |
| | Minor Atom | players born in | 2006 |
| | Novice | players born in | 2007 |
| | House League | players born in | 2007-2011 |

# TABK

This is Exhibit "K" referred to
in the affidavit of David E. Branch,
sworn before me, this day of
December, 2015

A commissioner, etc.

# NHL



# Buying into the dream: Hockey academies a growing trend, with costs surpassing $50,000 a year

MICHAEL TRAIKOS | December 15, 2015 | Last Updated: Dec 17 9:48 AM ET
More from Michael Traikos | @Michael_Traikos

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Ad (0:24)

*First in a five-part series.*

TORONTO — The Grade 9 English class is deep into a lesson on Greek mythology when the door opens and a stocky, bald man with wire-frame glasses pops his head in.

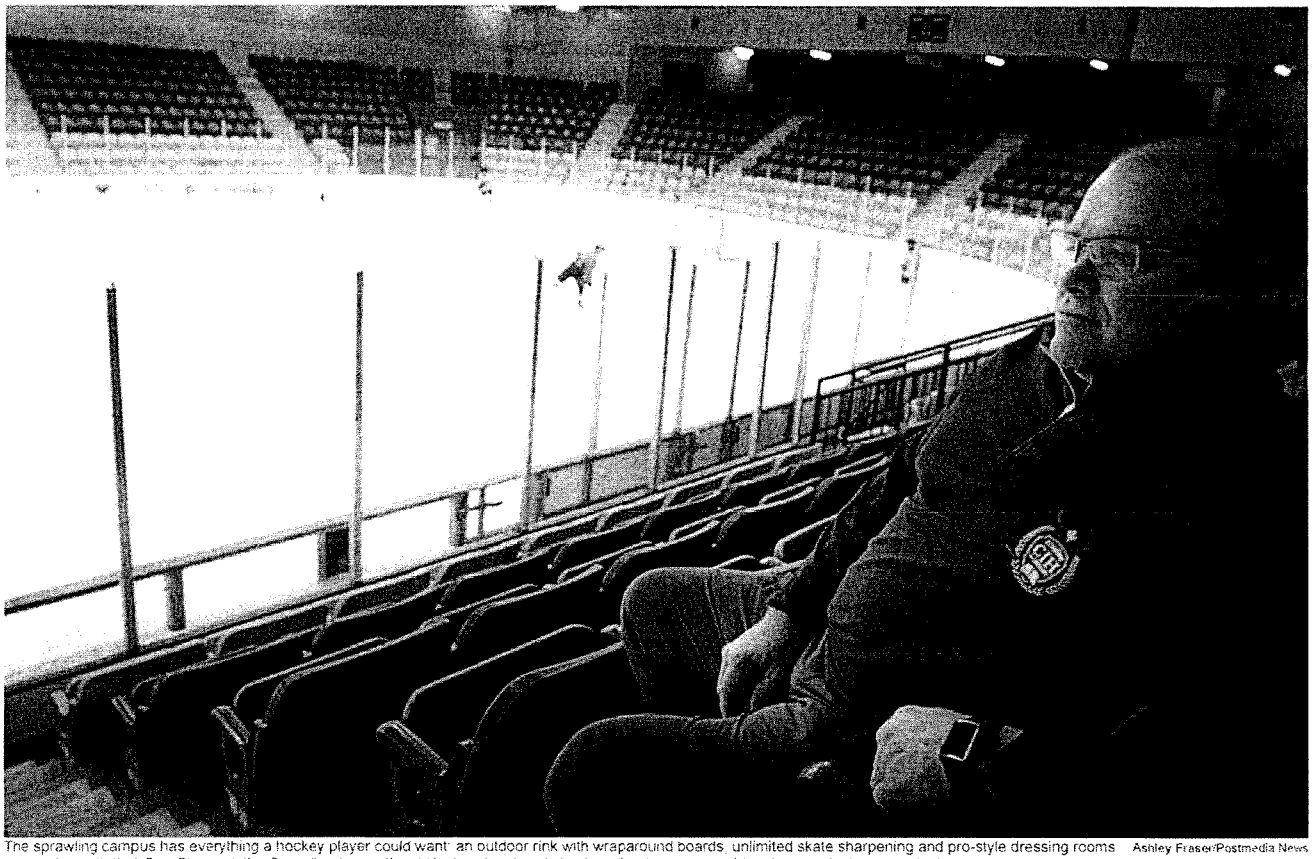
Guy Girouard, who has been giving a tour of the campus, quickly apologizes for the interruption. But before he closes the door, he spots a student and delivers an important message.

"Your skates are sharpened. You can pick them up after class."

Welcome to the Canadian International Hockey Academy, where "School. Hockey. Life." is the motto — although not necessarily in that order.

Located 40 kilometres east of downtown Ottawa in the charming town of Rockland, the academy opened its doors four years ago with Gatorade and CCM as sponsors and the full blessing of Hockey Canada. It's a prep school, but the kind where Calgary Flames head coach Bob Hartley is on the faculty as a senior hockey adviser and where the 90 students, who are often hand-picked by the school's scouts, have little to no body fat and walk to class with books in one hand and a post-workout protein shake in the other.

Follow



The sprawling campus has everything a hockey player could want: an outdoor rink with wraparound boards, unlimited skate sharpening and pro-style dressing rooms with an ice bath that Guy Girouard, the Canadian International Hockey Academy's hockey director, says would make most junior teams jealous Ashley Fraser/Postmedia News

The sprawling campus, which sits on 35 lush acres overlooking the Ottawa River, has everything a hockey player could want: an outdoor rink with wraparound boards, unlimited skate sharpening and pro-style dressing rooms with an ice bath that Girouard, the academy's hockey director, says would make most junior teams jealous.

The focal point of it all is a $27-million, twin-ice training centre with a 2,000-seat arena.

It is inside this massive arena that you will find four small classrooms. Meat-freezer cold and thick with the smell of wet equipment, they are steps away from the ice and a Zamboni painted in the school's colours. Because students wear skates as often as shoes, the floors are made of soft rubber.

"If you're a hockey player, you can't help but love it there," says Windsor Spitfires forward Gabe Vilardi, a projected top-5 pick in the 2017 NHL Draft who spent last year at the Canadian International Hockey Academy. "You're on the ice every day. You wake up, you go to the caf for breakfast, then school for first period, then to the gym, then lunch at the caf, then two more periods, then practice with the team for last period. I would stay out for another hour or so with the coaches."

Hockey academies are not mandatory. But like summer hockey leagues, they're a growing trend, with more parents choosing to enroll their kids in the same school as this year's No. 1 draft pick, Connor McDavid, or other young NHL players. Twelve of the 32 players named to Canada's world junior selection roster spent time at hockey academies across the country, including Mitch Marner (Hill Academy in Vaughan, Ont.), Joe Hicketts (Okanagan Hockey Academy in Penticton, B.C.) and Noah Juulsen (Yale Hockey Academy, B.C.).

Academies draw families in by promising to make students better hockey players, with additional ice time and private instruction. They usually fulfil that promise. But keeping up with the Joneses — or the McDavids — comes at a cost.

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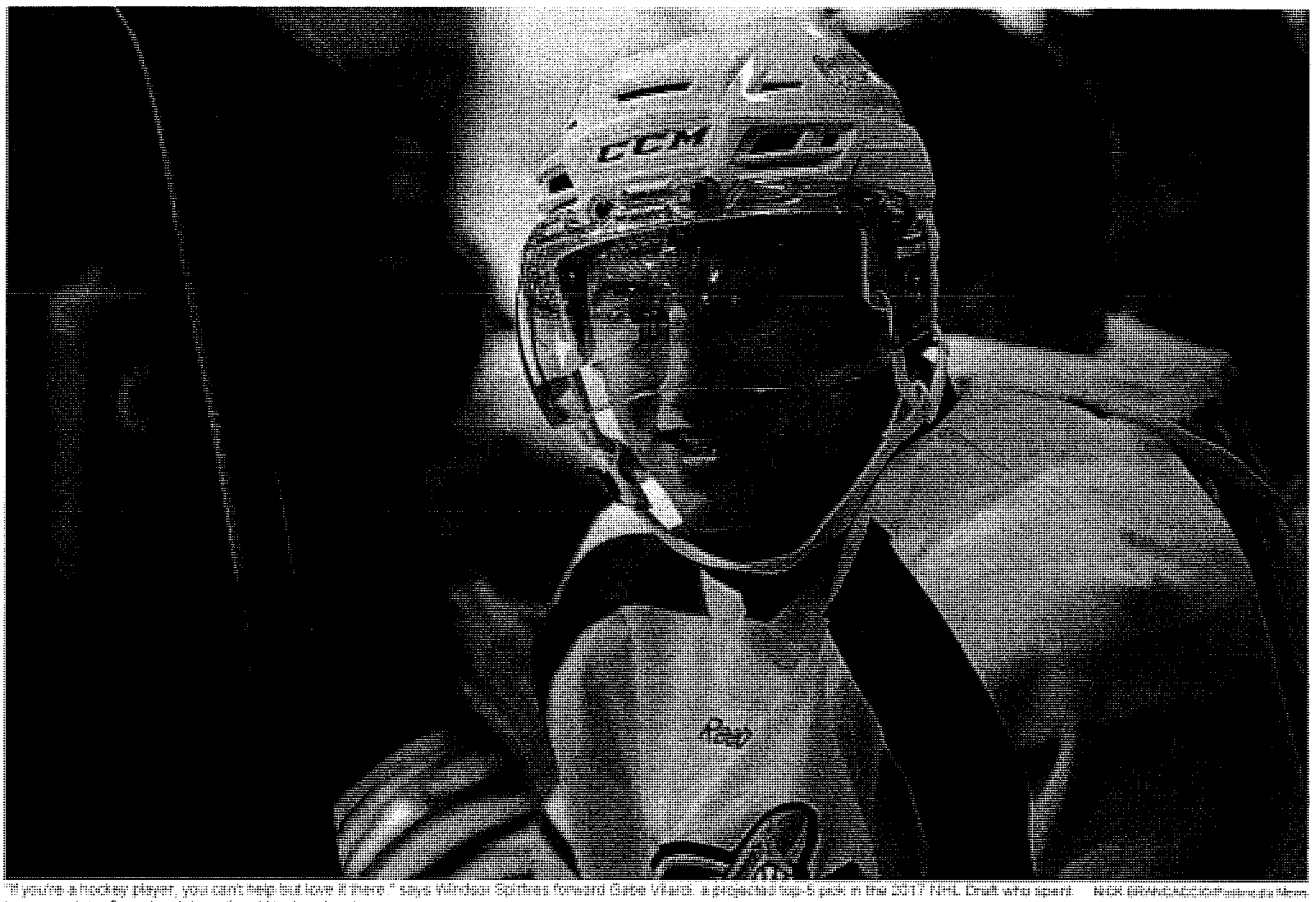

"If you're a hockey player, you can't help but love it here," says Windsor Spitfires forward Gabe Vilardi, a projected top-5 pick in the 2017 NHL Draft who spent [illegible] last year at the Canadian International Hockey Academy.

With a price tag that can reach $53,000 a year, rivalling a new BMW, they place yet another financial barrier in front of families who are trying to help their children fulfil their dreams of reaching the NHL, no matter the odds.

"I think it started out on a fairly slow pace and seems to be picking up steam now," says Pier-Alexandre Poulin, Hockey Canada's manager of school programs. "Does it pressure parents? I would say sometimes parents have expectations that exceed the child's talents and invest in that possibility. I think it's an unfair suggestion that every child who is a skilled hockey player can go to a sports school and ultimately become this top-notch talent."

***

Sports academies — what some call the Hogwarts of Hockey — are not a new concept in Canada.

St. Michael's College in Toronto, where Dave Keon, Tim Horton and more recently Jason Spezza and Tyler Seguin all studied and played, began recruiting top players for its elite hockey program in the early 1900s. Athol Murray College of Notre Dame, in Wilcox, Sask., has been placing an equal emphasis on academics and athletics since the 1920s, and counts Wendel Clark, Rod Brind'Amour, Vincent Lecavalier and Morgan Rielly among its alumni.

But in the last 15 years, the model has gone from private schools that offer a hockey program to specialized sports schools where hockey is the main focus. Their origin can be traced to the Molson Open-Ice Summit on Player Development in 1999, following Canada's disastrous fourth-place finish at the Nagano Olympics, when the country's top hockey minds became concerned that not enough high-end skilled players were being produced.

One recommendation was to adopt the European model of hockey academies, which help players get closer to what Outliers author Malcolm Gladwell termed "the 10,000-Hour Rule" for gaining expertise at a skill by spending additional time on the ice.

Follow

Welcome to the Canadian International Hockey Academy, where "School. Hockey. Life." is the motto — although not necessarily in that order Chris Roussakis/ for National Post

"The idea was to provide additional opportunities for youngsters to be on the ice and to have enhanced development, in that they could get on the ice a couple of more times a week and get instruction," says Hockey Canada's Poulin. "With the youngsters that were going to Shattuck-St. Mary's (in Minnesota), if we didn't give them the freedom to go to play where they wanted to in the Canadian system, then they would ... go to prep schools in the Eastern U.S. or central U.S."

Other factors were at play, too. Neil Doctorow, who opened PEAC Academy for Elite Athletes in 2005, did so because he believed there was a void that needed to be filled. As a high school teacher in Unionville, Ont., Doctorow had grown frustrated with colleagues that penalized students who missed school because of conflicting hockey schedules. The school had an accomplished music program that afforded students academic leeway, but hockey players did not receive the same flexibility.

"(Nashville Predators forward) Cody Hodgson was at the school then and there was a lot of conversation around him missing so much school and not being a good student," says Doctorow. "They were just so negative around the student athlete. I figured there was already a hundred of these sport academies. But there was nothing."

With Hockey Canada now licensing academies — former president Bob Nicholson's son went to Okanagan Hockey Academy — the landscape has changed since then. There are now 26 licensed academies across the country and another 100 or so that are unlicensed. All told, Hockey Canada says about 5,000 schools — from all-day academies to local high schools — offer hockey as part of their curriculum.

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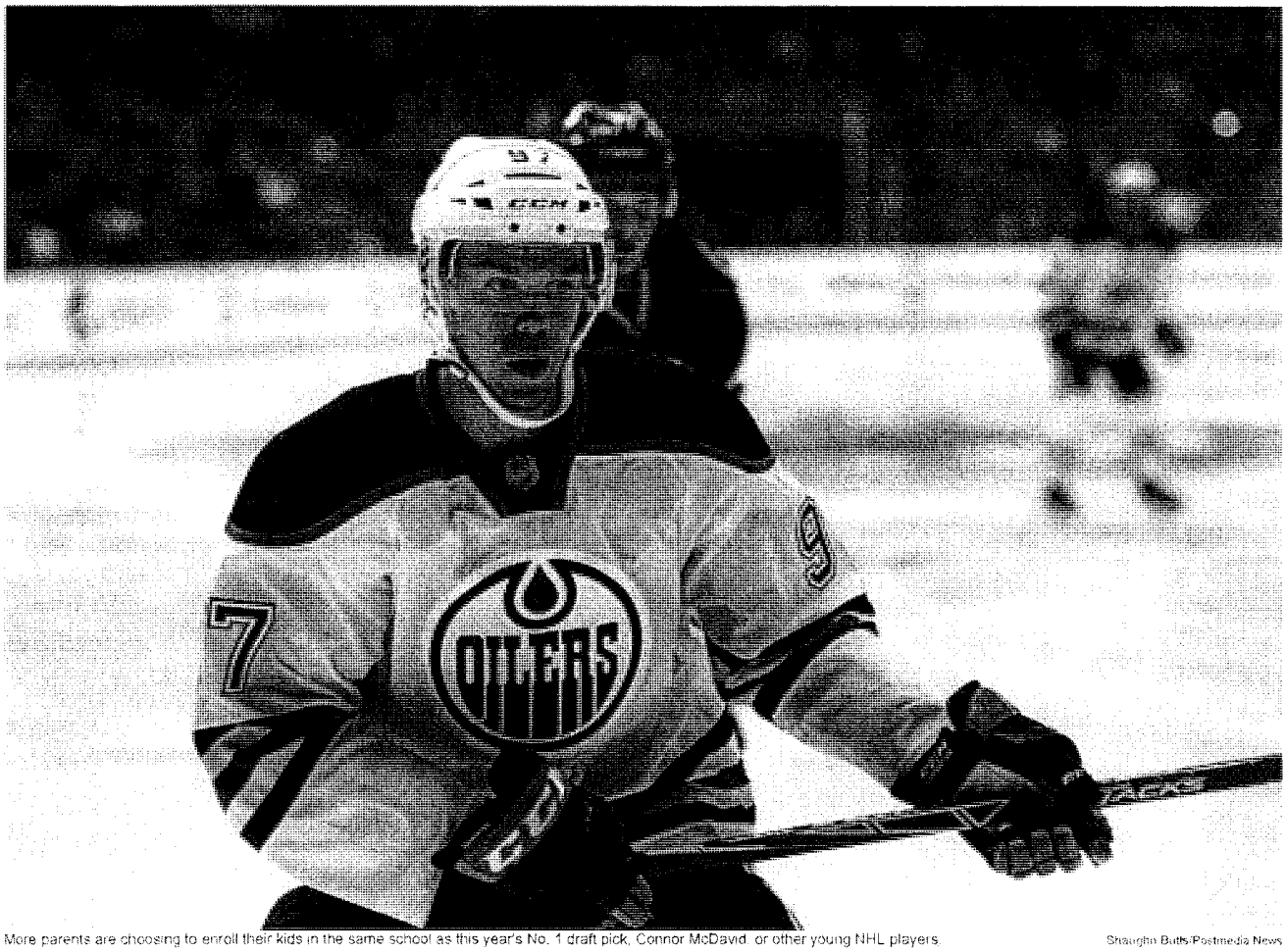



More parents are choosing to enroll their kids in the same school as this year's No. 1 draft pick, Connor McDavid, or other young NHL players. Shaughn Butts/Postmedia News

"For guys who want to get better, that entails being on the ice every day," says Joe Hicketts, who won a gold medal with Canada's world junior team in 2015. "Being on the ice seven to nine hours a week is better than three to four hours."

"It helped me a lot," says Toronto Maple Leafs prospect Marner, who was selected fourth overall in 2015. "You're on the ice four times a week. It's a lot more skill-based and focusing on your hands."

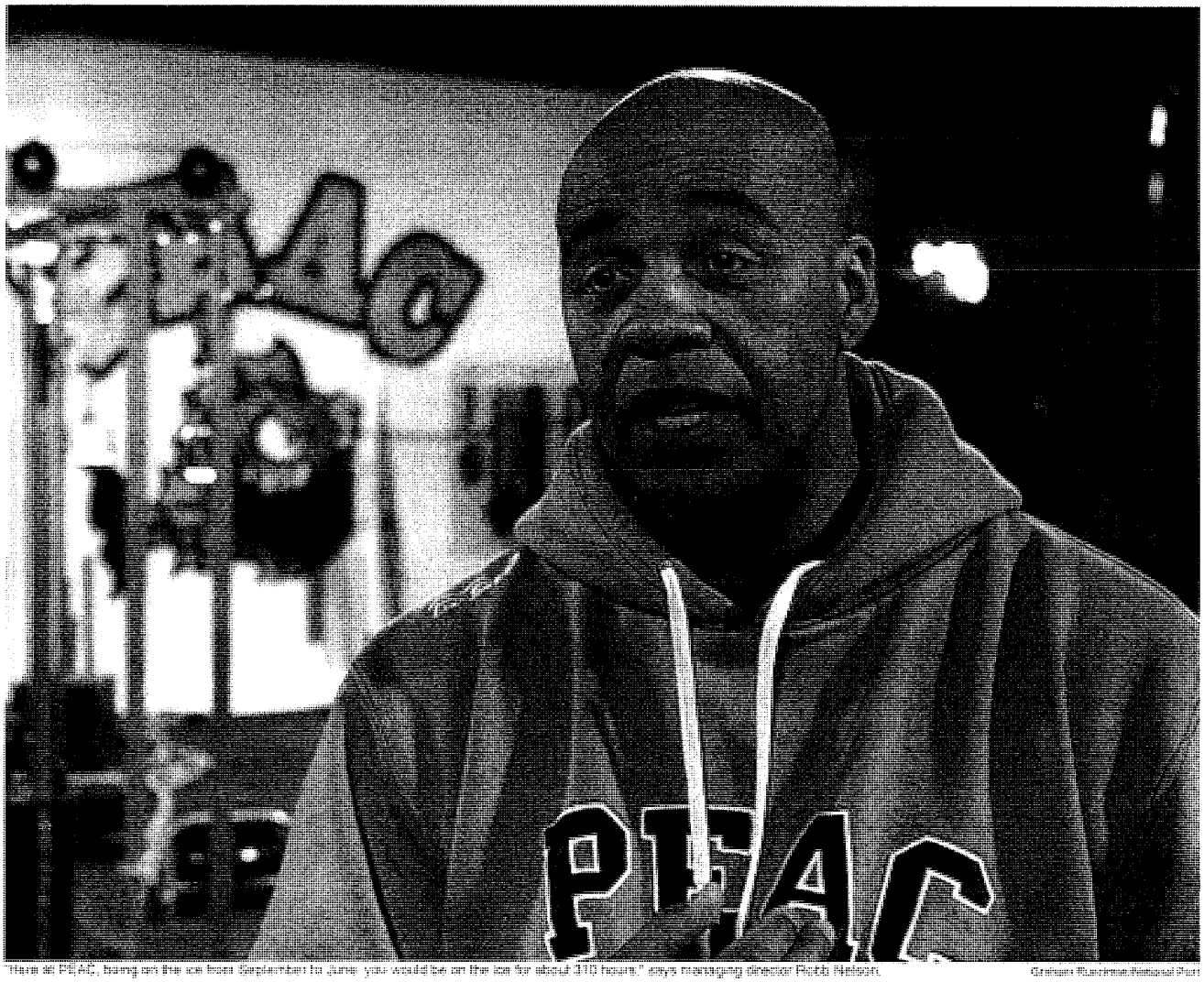
A typical day at PEAC School for Elite Athletes starts with 90 minutes of semi-private, on-ice instruction (former NHL goalie Kay Whitmore, who is the NHL's director of hockey operations and goaltender equipment, is a coach), followed by four periods of traditional classes and then another hour or so of sport-specific fitness programs.

At Okanagan Hockey Academy in Penticton, B.C., the final bell rings at 1 p.m., whereupon students head to the rink or gym for another four or five hours of on- and off-ice training.

Electives, such as music or art, are replaced with ice time.

"Here at PEAC, being on the ice from September to June, you would be on the ice for about 310 hours," says managing director Robb Nelson. "You would be training two-and-a-half, three times more than the average kid. So it's like someone who reads once a week and someone who reads five times a week. Who's going to read better? If you want it, you're going to get to the next level."

Follow




"There at PEAC, being on the ice from September to June, you would be on the ice for about 310 hours," says managing director Robb Nelson.

A year's tuition to PEAC is $53,000. The Okanagan Hockey Academy charges $35,000 a year — more if you're from out of province. Tuition for students living at the Canadian International Hockey Academy is $39,900 a year.

That does not include mandatory fees such as equipment ($600 to $800), school uniform ($350-$500), textbooks ($300) and $1,000 for such things as orientation week, SAT prep courses and exams.

The median family income in Canada, according to Stats Canada, was $76,550 in 2013.

"Unfortunately, when we go and recruit and watch the kids play at certain events, there's no sign on their forehead that says, 'My parents have a lot of money and can afford this,'" says Girouard. "Sometimes you meet the families and you start talking to them and they do make certain sacrifices to provide for their kids, like most parents want to do. They want to provide the best. It's a business."

It's a business that's booming, despite the cost.

The Okanagan Hockey Academy had 16 students when it was founded in 2002. All were boys. Today, there is an academy in Austria (100 students) and England (50 students), while another opened in Edmonton this September (20 students, with 20 more expected next year). The original Penticton location, which underwent a $90-million expansion in 2008, now has 136 students, of which 21 are female.

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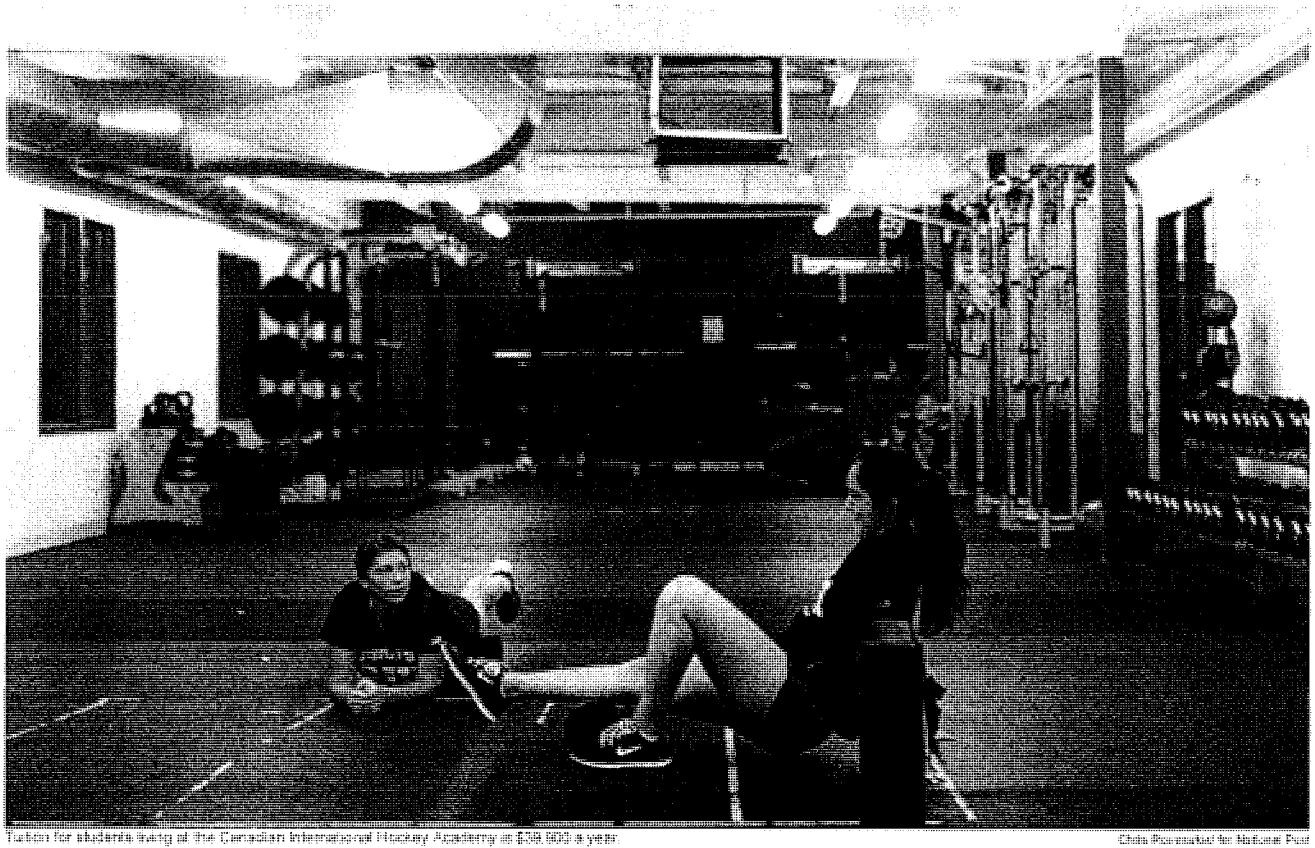


Tuition for students living at the Canadian International Hockey Academy is $38,800 a year. Chris Donnelly for National Post

PEAC had six students studying inside a portable when it launched 12 years ago, before taking over a 22,000-square foot abandoned airplane hangar with 14 classrooms and a state-of-the-art gym for its 108 students, half of which are in the hockey program. There are plans to expand further, by adding a residence in the 80,000-square foot space above.

There were about 80 kids trying out for The Hill Academy's 23 roster spots at an evaluation camp in the summer, while Banff Hockey Academy program director Garry Unger says there is a "stack of students" hoping to enrol at the school.

"Academies are popping up and parents are finding ways to get their kids to them," says Jeremy Mylymok, male hockey co-ordinator for Athol Murray College of Notre Dame. "You'd be amazed at the type of sacrifices parents make to get their kids to these academies, so they can play major junior or college hockey."

***

The easiest and most efficient way a sports school can market its program is through its alumni. McDavid spent three years at PEAC and was the No. 1 pick in the 2015 NHL draft. So, naturally, that is where 14-year-old Kobe Desmond wanted to go.

The problem? The Desmonds are not your prototypical private school family.

"Oh, gosh, no. We're in the middle (class)," says Nancy Desmond, an auto adjuster with an insurance company. "We're the hard-working family who has to sacrifice trips and things for our kids. Some parents can do it all, but we can't."

Follow

The Desmonds are mostly living paycheque to paycheque so Kobe and his younger brother, 11-year-old Tori (pictured) — "You get a discount if you have two kids there," Nancy says — can go to PEAC. Postmedia

And yet, the Desmonds are somehow making it work. Nancy's parents and some friends have helped them out financially and the family is on a monthly payment plan and also discovered that you can buy used textbooks at half the price. But mostly, they are living paycheque to paycheque so Kobe and his younger brother, 11-year-old Tori — "You get a discount if you have two kids there," Nancy says — can go to PEAC.

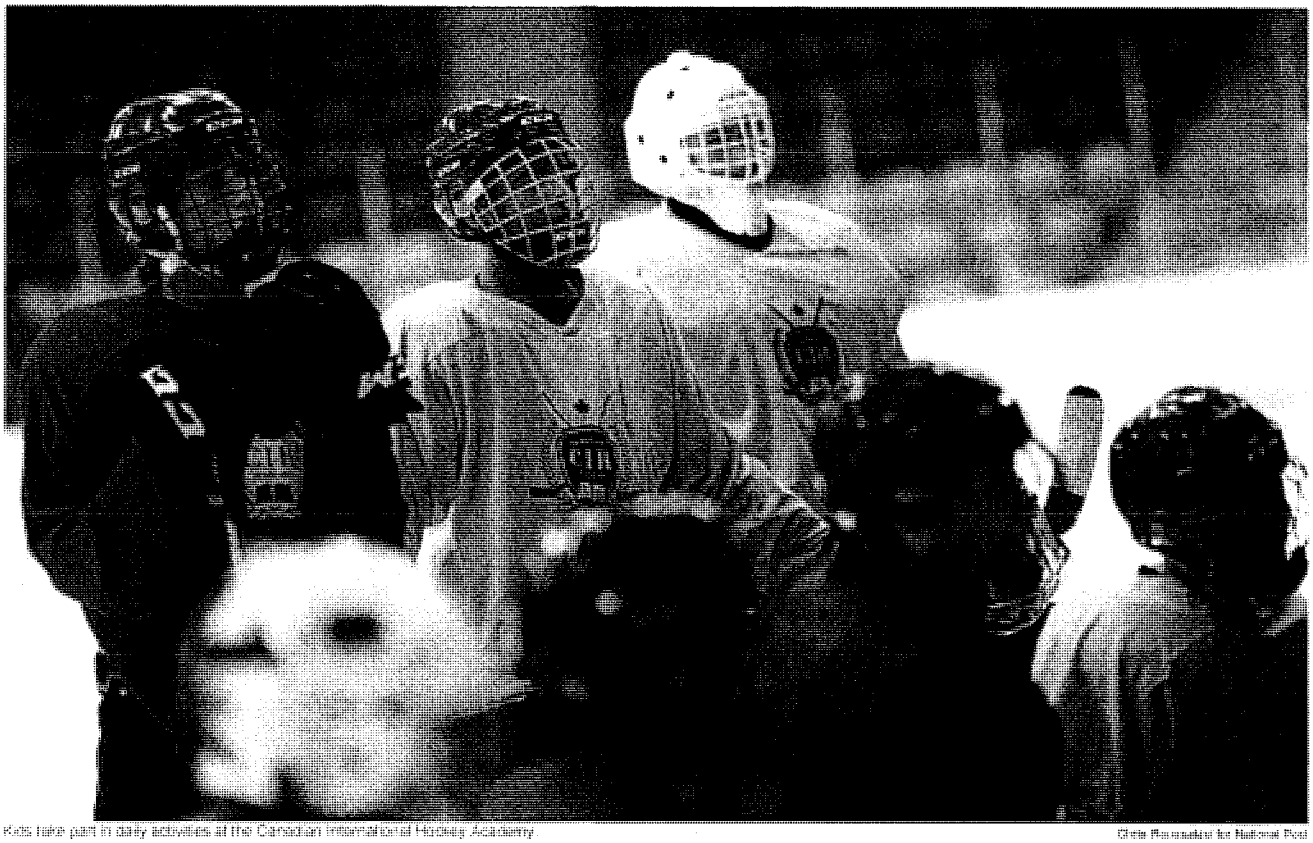
"My kids do well, so you want to help them any way you can," she says. "I would never say, 'Kobe is going all the way,' because there's so many good hockey players. There's Connor McDavid and then there's everyone else who can potentially make it with hard work and dedication. I would say that's where Kobe fits in."

No academy suggests it holds a skeleton key to the NHL, but most are not afraid to promise parents that their son or daughter will improve and could realistically play for a U.S. college or major junior team in Canada. Considering that players in the Canadian Hockey League receive an educational scholarship, some parents view it as a worthwhile investment.

"Often we joke, we're spending the money now so you better get a scholarship," says Rick Kloepfer, the president of a trailer rental company, whose son, Tommy, is a Grade 9 student at St. Andrew's College in Aurora, Ont., and also plays Triple-A hockey for the York Simcoe Express.

PEAC, where the walls are covered in signed jerseys and newspaper clippings of its famous hockey alumni, is not as shy about why students go there: to be the best. Not everyone, of course, is going to make it to the NHL. But PEAC managing director Nelson claims that "87 per cent play at a post-secondary school and get a free ride."

Follow



Kids take part in daily activities at the Canadian International Hockey Academy Chris Bolin/for the National Post

"No one has odds like that," says Nelson, who added that of the eight students who graduated last year, six are playing college hockey on a scholarship. "That's why we do it."

Since opening in 2002, the Okanagan Hockey Academy has seen only six of its 1,122 students reach the NHL (40 have played in the WHL and 20 have received NCAA scholarships). Those are not great odds. But they are realistic for a sport where less than one per cent of players reach the highest levels.

"Parents are moving their kids away when they are eight or nine to put them into an academy for $25,000 to $40,000 a year and having it as part of the development of their child," says Jim Parcels, who co-authored Selling The Dream: How hockey Parents and Their Kids Are Paying the Price for Our National Obsession. "It's a mixed bag. A guy like Mitch Marner, whether he played in an academy, he was already good enough to get drafted in the NHL."

Doctorow says the reason he finally sold PEAC was in part because "It felt really greasy to be a part of it. It was turning into something that I didn't want."

He's talking about the business side of sports schools and how many seem to open for monetary reasons. A class system is forming, he fears, where you not only have to be the most talented but also among the wealthiest to succeed.

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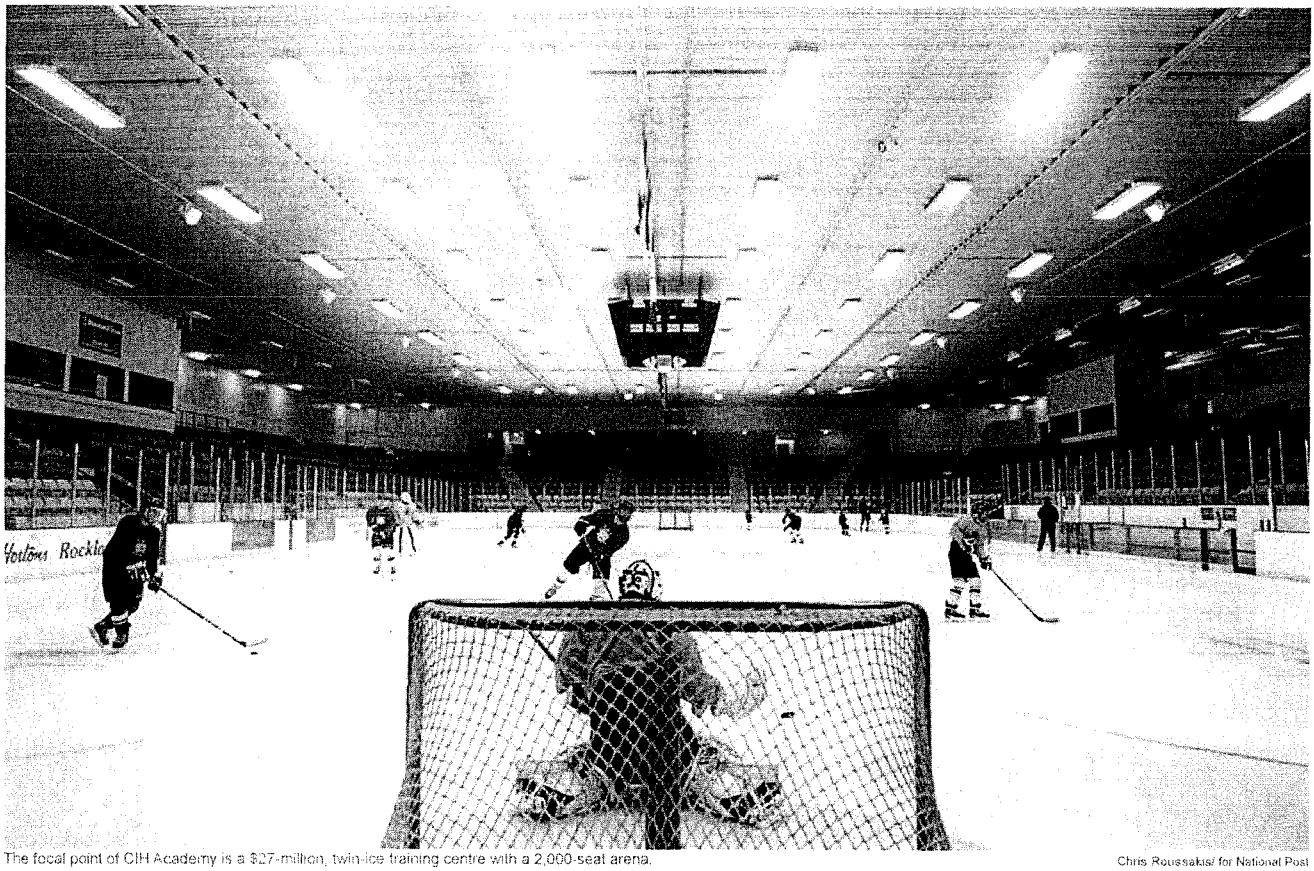


The focal point of CIH Academy is a $27-million, twin-ice training centre with a 2,000-seat arena. Chris Roussakis/ for National Post

Doctorow is now involved in the Red Bull Hockey Academy in Salzburg, Austria, which intends to be a one-stop destination for the best young players in the world. The best part about it, says Doctorow, is that it's free for players who are good enough to play at the highest level, something no school in Canada offers.

"They literally recruit the best of the best and then train them there," says Doctorow. "That's going to be the next phase where people go. Here, it's essentially a marketing campaign where everybody is hoping they get the next Connor McDavid or someone to hang your hat on."

For the Canadian International Hockey Academy, the poster boy of the program could be Vilardi. The Kingston native, who was selected with the second-overall pick in the 2015 OHL draft, spent only one year at the Rockland school. But if all goes according to plan, that year will translate into years and years of residual success for the fledgling program.

"Shattuck didn't get Sidney Crosby the first year they opened," says Girouard. "We're hoping Gabe breaks the ice for us and sells the program. Players don't come here to rot. They develop."

Follow

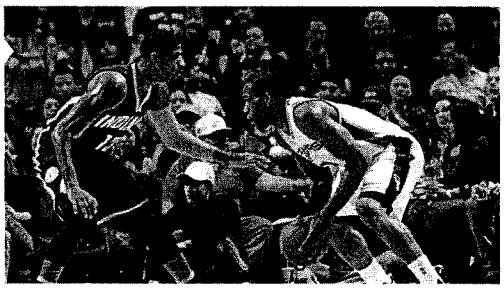
CIH Academy is located in Rockland, Ontario about an hour east of Ottawa. Chris Roussakis/ for National Post

TRENDING VIDEOS

**Kawhi Leonard scores 24 as the Spurs defeat the Pacers 106-92**

Kawhi Leonard scores 24 and Tony Parker chips in 15 as the Spurs defeat the Pacers 106-92.

Play 02:44



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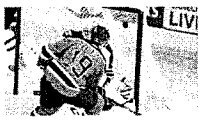

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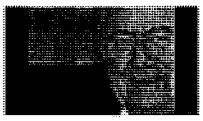

Sepp Blatter Defiant in Wake of FIFA Suspension

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# TABL

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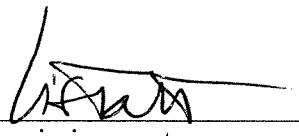

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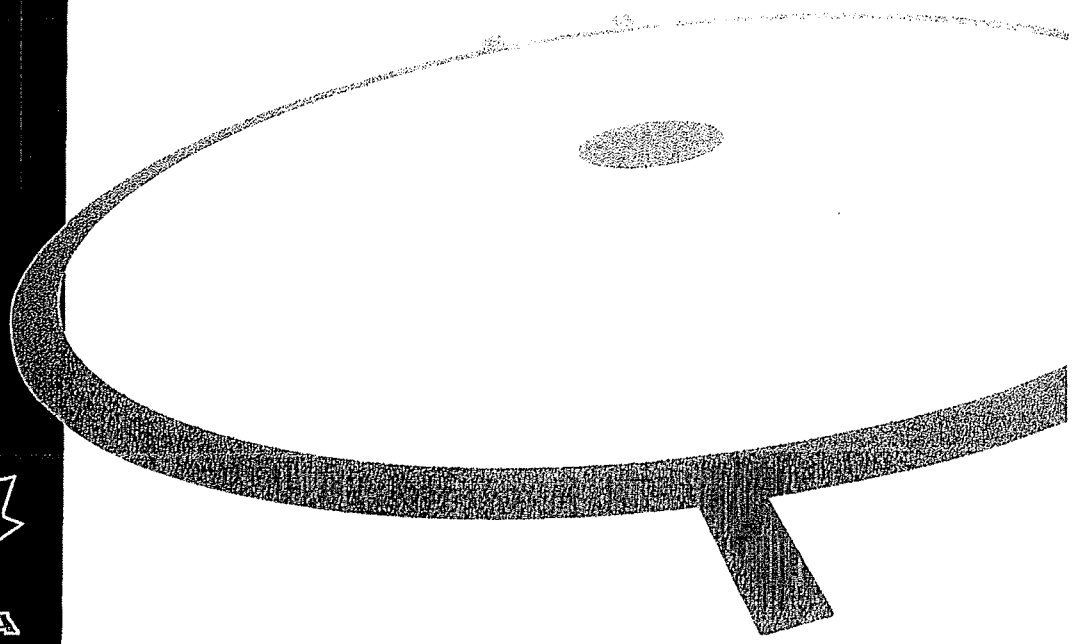
# A Position Paper on the Canadian Hockey Association Structure and the Canadian Hockey League Relative to the Proposed Deregulation of the NCAA Bylaws on Amateurism



Submitted to the
National Collegiate Athletic Association
Subcommittee on Amateurism and Agents
August 2000

# A Position Paper On the Canadian Hockey Association Structure And the Canadian Hockey League Relative to the Proposed Deregulation of NCAA Bylaws On Amateurism

Working Committee

David E. Branch, President of the Canadian Hockey League and Commissioner of the Ontario Hockey League

Bob Nicholson, President of the Canadian Hockey Association

Gilles Courteau, President of the Quebec Major Junior Hockey League

Bruce Hamilton, Chairman of the Board of the Western Hockey League

Richard Doerksen, Vice-President, Western Hockey League

Jim Donlevy, Education Consulant, Canadian Hockey League

Submitted to the
National Collegiate Athletic Association
Subcommittee on Amateurism and Agents
August 2000

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Appendices

# Introduction

A number of sports governing bodies in the United States and Canada have an acute interest in the current deliberations by the National Collegiate Athletic Association with respect to Bylaws concerning "Amateurism."

Since all developmental levels of hockey in Canada continue to be a source of talent for NCAA hockey playing schools, the resulting changes, should the proposed legislation pass, will have a dramatic, yet hopefully positive effect on these programs in both countries.

Thus, it would seem that the time is ideal for the Canadian Hockey League, in conjunction with the Canadian Hockey Association, to approach the NCAA regarding the issue of Major Junior Hockey relative to "*competitive advantage*." Given these proposed changes, the matter of the NCAA current classification of Major Junior Hockey as "*professional*' could be discussed.

The objective of this brief is to provide the NCAA Division I Subcommittee on Amateurism and Agents, as well as the NCAA membership in general, with detailed information about the structure of hockey programs in Canada. Also, its purpose will be to develop an understanding of the role and place of Major Junior Hockey organizations relative to other levels of hockey — all under the jurisdiction and auspices of the Canadian Hockey Association (CHA).

Through this position paper, it is felt that consideration would be given to classifying all CHA amateur hockey divisions in the same fashion. Such action would seem to be consistent with one of the Core Values outlined in the Division I Preenrollment Amateurism Deregulation Proposals:

> *...when considering the welfare of prospective student-athletes, rules that involve acts that do not give a prospective student-athlete a competitive advantage should be liberalized.*

Thus, it would follow that the Subcommittee's recommendation that Men's Ice Hockey be given a two year exception to the expansion of NCAA Bylaw 14.2.4.2 apply to all Canadian Hockey Association sanctioned leagues including Major Junior Hockey.

# An Historical Perspective

It must be understood that the game of hockey is an integral part of Canadian culture and has long been termed Canada's *National Sport*. There is a passion among a vast majority of Canadians to participate in the game as a player, coach, official, or administrator at all levels — from the earliest age through to senior citizens.

Unlike most sports developmental systems in both Canada and the United States, hockey evolved in Canada quite differently. Prior to the Great Depression, hockey was played extensively within the secondary school systems. Subsequently, rising costs in the schools led to financial cut-backs in organized sport. Hockey became one of the notable sports eliminated from most interscholastic sports programs.

As a result of the critical role the game of hockey plays in the fabric of Canadian society, concerned parents and community leaders in this era felt strongly that organized hockey must be continued for all age levels. Thus, for over 65 years, a hockey infrastructure has evolved in Canada to meet the needs of young athletes, male and female, that is community, district, and nationally based — quite outside the scholastic purview.

Through this process, the early organization of hockey was developed, administered, and coached by enthusiasts and parents with a deeply vested interest in their children and the community. Rather than organized hockey operating as an "education" driven structure within a school setting, it was the community that shaped the direction of the game. For a number of years, this organizational template was weak since there was little control over the credentials of coaches and administrators. Too often, misplaced enthusiasm held sway over the needs, desires, and best interests of the young children playing the game.

In recent times, however, a more formalized structure relative to the organization of leagues, player categories, coaching certification, and the like has evolved under the direction of the Canadian Hockey Association. Concern by academic professionals, along with provincial and federal government sport leaders, has resulted in the infusion of considerable funds to enhance growth, appropriate monitoring, consistent regulations, rules and control across the country. Major Junior Hockey has not been outside the umbrella of this ongoing development.

## The Structure of Hockey in Canada

All amateur hockey in Canada falls under the auspices of the Canadian Hockey Association (see Appendix I). The Association is headquartered in Calgary, Alberta at the Father David Bauer Centre. It is here that all National Men's and Women's teams, along with their administrators, development, communication, and event staff are located.

The CHA is the sole governing body for amateur hockey in Canada following the merger of the Canadian Amateur Hockey Association and Hockey Canada in July 1994. It is this Association that operates national hockey programs in cooperation with 13 Branch Associations, the Canadian Hockey League (CHL), the Canadian Interuniversity Athletic Union (CIAU), and the Canadian Colleges Athletic Association (CCAA).

The CHA oversees the management of hockey programming in Canada from the entry level of the game to participation in international competition, including World Championships and the Olympic Games.

As well, five regional Centres of Excellence are operated by the CHA. These Centres, located across the country, provide the CHA with a direct link to the hockey community through research, seminars, coaching clinics, and initiation activities for hockey newcomers.

In view of the "community based" structure of hockey in Canada, the development programs offered by the Centres is critical to the quality of administration and coaching at all levels of the game.

Currently, well over 500,000 players are registered through the CHA. This includes players participating in Major Junior Hockey. It is interesting to note that more than 4.5 million Canadians are involved in the game as coaches, players, officials, administrators, and full-time volunteers.

It is assumed, normally, that, within a scholastic setting, appropriately trained coaches/teachers direct each sports program. Since hockey, in the modern era, has evolved within communities across the country and outside the school setting, leaders felt that a program for coaches was essential to provide a framework to enhance consistency of techniques, systems, and skill development. Of major concern, too, was the recognized need for hockey programs to provide a safe, sportsmanlike environment for its participants.

Integral to the structure of amateur hockey in Canada, the Coaching Certification program was developed out of a recognized need to "qualify" coaches. The program consists of a series of coaching certification levels designed to provide coaches with the theoretical, technical and practical knowledge for the recreational, competitive and high performance streams of hockey in Canada.

The 3M National Coaching Certification Program (NCCP) is recognized as the leading coach certification program around the world. Coaches attaining levels in the program are certified by the Canadian Hockey Association and the Coaching Association of Canada.

An extension of this initiative is the CHA National Coach Mentorship Program (NCMP). Again, this is an educational program developed by the Canadian Hockey Association and delivered by the 13 member Branches to ensure the mentoring of recreational, developmental and high performance coaches so they obtain the necessary skills to become effective teachers, leaders and organizers. Coaches, officials, parents and more importantly, the players all benefit from the NCMP. The program offers mentor coach training and certification at the volunteer and professional levels of the program.

It should be noted that the vast majority of CHL coaches are involved in these two programs.

## The CHA and Major Junior Hockey

One of the important messages integral to this position paper is information that will clearly define the place of Major Junior Hockey inside the Canadian Hockey Association family. Without question, this level of hockey falls within the definition of *"amateur"* in the purest sense of the word. Furthermore, this amateur status is supported by the CHA through its legislation, policies, and programs.

To give emphasis to this point, the Canadian Hockey League is a full member of the CHA and members of that Organization sit on the CHA Board of Directors.

Major Junior Hockey in Canada, and in those United States cities (see Appendix II) in which clubs are operated, is a category of hockey defined by age and the high quality of the athletes. All divisions of junior hockey allow participation by athletes aged 16 to 19. Leagues, through bylaws, allow a small number of "overage" players (those who are aged 20 in the year of participation).

The "junior" category is the elite level of developmental amateur hockey. The number of teams across Canada, of course, is limited due to the normal selection process of quality athletes. Another factor is Canada's sparse total population, along with few concentrations of population. Thus, by the very nature of this level of competition, coupled with the desire of the elite athlete to pursue sports goals through competition at the highest level, young athletes within the junior age group are frequently required to leave their home towns and change schools.

## Major Junior Hockey as Amateur Hockey

Teams in the Canadian Hockey League (CHL) celebrated their centennial anniversary in 1999. While there have been important changes since junior hockey was established over 100 years ago, many elements remain the same. Today, 54 teams in eight Provinces and four States still compete for the same trophy, the Memorial Cup. This trophy was first won in 1919 by the University of Toronto.

Since 1975, the CHL has operated as the umbrella organization for three leagues: The Quebec Major Junior Hockey League (QMJHL), the Ontario Hockey League (OHL), and the Western Hockey League (WHL). Within these three Leagues, each is divided into Conferences or Divisions which lend themselves to geographical regions — three divisions in the WHL, two conferences in the OHL, along with Maritime and Quebec divisions in the QMJHL. Teams play all of their games inside these regions utilizing an unbalanced schedule principally to accommodate the student-athlete and minimize loss of time from school. The three Leagues do not play an interlocking schedule.

The Memorial Cup is a National Tournament Championship in which each of the three Leagues determine a champion, along with a host team, to form a "Final Four" playoff not unlike the NCAA Division I Basketball National Championship.

While it is acknowledged worldwide that the Canadian Hockey League is the nurturing ground for a significant number of professional players, the CHL is equally proud of its contribution to Canada's success in international hockey. Until 1978, the Memorial Cup Champions of that year represented Canada at the World Junior Hockey Championships. Since then, the CHA, in conjunction with the CHL, has sent a national select team to International Ice Hockey Federation (IIHF) sanctioned tournaments. This is not dissimilar to the NCAA and the USA Junior League providing players and key personnel to various international competitions. It should be noted too, that many U.S. born CHL athletes have played and made significant contributions to USA Junior, Olympic, and other level National Teams.

The CHL's contribution to the National Junior Team program extends beyond providing players. CHL Executive members, along with Canadian Hockey Association representatives form the National Junior Team Policy Committee. As well, 16 CHL coaches have served as Head Coach and a majority of the Assistant Coaches come from CHL clubs. Add to this the management personnel, therapists, equipment managers, and other support staff, the CHL forms an integral and vital part of the program on the world stage.

Prior to 1967, Major Junior Hockey teams were sponsored by National Hockey League clubs. The result of this arrangement meant that NHL organizations owned the rights to players on these junior teams. Subsequently, however, the NHL instituted their

Universal Entry Draft and, in the process, divested itself of all financial sponsorship in Major Junior franchises. It was at that time that all Major Junior teams became either community or privately owned.

Under the current structure of amateur hockey in Canada, and in view of pending NCAA legislation changes on this matter, there is a need to re-evaluate the unsupported differentiation between Major Junior Hockey and other levels of junior hockey.

It is confusing that Major Junior Hockey should be considered *"professional"* for purposes of NCAA eligibility since all three Leagues within the Canadian Hockey League fall under the cooperative jurisdiction of the Canadian Hockey Association (formerly known as the Canadian Amateur Hockey Association — CAHA).

To quote from the NCAA document on proposed changes to the Amateurism Rules,

> *Many prospective student-athletes who would participate in [quasi-professional] activities are not elite athletes and most likely would find that a professional athletics career is not for them. These prospective student-athletes then should be able to pursue a college education and participate in intercollegiate athletics.*

This concept applies to an overwhelming number of athletes playing Major Junior Hockey. It is the opinion of hockey administrators in Canada at the highest level that Major Junior Hockey is, by definition, amateur in every sense of the modern definition.

## Canadian University and College Athletics

Post secondary institutions in Canada are divided into two categories: Colleges and Universities. Basically, the term "university" refers to four year, degree-granting institutions, while "colleges" normally offer 2-year diploma programs comparable to junior colleges in the United States.

The Canadian Interuniversity Athletic Union (CIAU) is the national governing body of university sport in Canada. It is composed of 48 member institutions that are aligned into five geographically regional associations.

The Canadian Colleges Athletic Association (CCAA) is the sports governing organization for college sport. There are 90 member institutions forming five regional conferences.

Both these associations have explicit policies regarding professionalism that restrict participation by student-athletes should they elect to be associated with professional sport after high school graduation. Although their legislation is not as detailed and extensive as that of the NCAA, sport participation in Canadian colleges and universities after playing as a professional does carry penalties not unlike those proposed under the new NCAA Bylaws on Amateurism. For example, a student-athlete who enrolls after playing professional sport, must sit out one year while attending college as a full time student and loses one year of eligibility for each year of participation as a professional.

There is, however, no special categorization of Major Junior Hockey that limit potential student-athletes from moving at will directly from a CHL team to a university or college program. The only caveat, of course, is that to play for the university or college team, the student-athlete must meet the minimum course requirement that defines a "full-time" student.

## Combining Hockey and Education in the CHL

Conventional wisdom, unsupported, has suggested that there is a lack of concern for the formal education of the athletes playing for teams in the three CHL Leagues.

When an athlete makes a commitment to any excellence program, such as Major Junior Hockey, the responsibilities of that sport go beyond the commitments that the normal student faces. These young men must balance their available time and give priority to the courses needed to graduate from high school and into a post secondary level of education. As a result, some very realistic academic goals within a tight time frame must be set.

Administrators, General Managers, and Coaches in the CHL realize clearly that if an athlete chooses to play Major Junior Hockey, a definitive, practical, and consistent policy must be in place for all teams. They know that development of the **whole** athlete, including attention to continuing education, must be an attainable goal from a club perspective. Athletes must be given the appropriate environment in which to bridge the gap between playing hockey and preparing for the future. The practical objective is to provide them with alternatives to complement their top hockey skills along with some real options when their playing days are over.

These leaders strive to ensure that every athlete who graduates from the CHL has the credentials and skills needed to succeed in life as well as the tools to pursue a career in which they can realize their human potential.

The following are some issues that are presented to athletes prior to their arrival as players in the CHL:

- Players selected to a CHL team may have to move to another Province or State while still in high school. This is not a problem since the Leagues have an administrative structure to plan and organize necessary transfers. Those players that want to graduate from their home high school can arrange this with the help of their team administrators.
- Many players choose to return to their home school at the end of each season. This is accomplished without the student losing credits or courses.
- Should a Canadian player be attached to a U.S. based team, minimum academic disruption can be achieved. Since the courses and graduation requirements are often different than a Canadian curriculum, early communication between the counsellors at the home school and their American colleagues is established. The same considerations are provided for the American player moving to Canada.
- The transfer of players does exist in CHL hockey, but academic consideration is part of the process, as witnessed by strict bylaws in the Quebec League. In the majority of cases the transition to a new school is smooth.

A main objective of all CHL organizations is that each player graduates from high school **on time** while playing in the League. This is just the first step. Minimum requirements for a high school diploma may leave a student well short of any post secondary opportunities. When further credentials are required, the Canadian Hockey League is committed to giving its players every chance to acquire whatever is needed to enter a technical school, university, or a profession of choice.

Major Junior Hockey is a time-consuming proposition. It is the philosophy and mission of CHL members that **education** must be given appropriate attention by these high performance athletes. Playing CHL Hockey offers young athletes a positive experience *without* compromising their educational objectives.

As a testament to the education based initiatives developed by CHL Organizations, the following programs are in place:

- **Education Consultants:** All CHL Teams employ an education professional whose direct task is to oversee the academic progress of its players. Their role is designed to provide an academic information service to:
  - parents of young athletes investigating a career in Major Junior Hockey
  - players currently in the CHL
  - players looking for career alternatives after hockey

  The Education Consultant focuses on the academic needs of athletes currently in high school or college, as well as those who wish to improve their academic credentials to meet post secondary entrance requirements.
  The concerns of athletes and parents are addressed with respect to:
  - how academic objectives can be accomplished while pursuing hockey goals
  - course requirements for entrance into post secondary institutions
  - the transferability of courses from province to province or from American schools to the Canadian scene and vice versa
  - U.S. college scholarship eligibility as it relates to Canadians
  - available career opportunities after hockey
  - a personalized academic program.

  **Note:** The Western Hockey League, because of its geographical expanse over many academic jurisdictions, has contracted a League Education Consultant who coordinates the work of all individual team academic advisors and counsellors.

- **Education Scholarship Agreements:** Each of the three CHL Leagues has developed a generous academic scholarship program that rewards players for their commitment to Major Junior Hockey. All CHL players sign an Education Scholarship Agreement that is registered with their League Office. This innovative agreement guarantees that each club will:
  - pay for tuition and books to attend high school, university, college, or technical school *while* playing for the club
  - pay for a year's tuition and books at a post secondary institution for each year played in the League should the player not go on to a major professional hockey career.

- **Post Secondary Opportunities:** All CHL teams are located in an area served by either a university, college, or technical school so that players can enroll in transferable post secondary courses after high school graduation. While still playing, it is recommended that these athletes take one or two courses as part time students. In most cases, the teams cover costs of tuition and books.

- **Distance Learning and the Virtual School:** Modern technology has afforded opportunities to further education credentials outside the traditional classroom environment. Utilizing this method exclusively to complete high school is not the preferred way — critical to the education process is social interaction with fellow students and teachers. Distance learning programs utilizing the Internet, however, are being used to supplement regular high school programs.

- **Education Manuals and Tutor Support:** The Ontario Hockey League has developed a handbook entitled *Making Your Mark in the OHL* that addresses study hints, time management skills, exam preparation, and note taking. This manual is available to all CHL teams. Publications, such as *Education and the Western Hockey League*, provide athletes and parents with clear statements about the position of the CHL relative to education. Additionally, each team provides professional tutorial support for any player who requires assistance in specific subjects. Supporting these fundamental aspects are such things as weekly progress reports provided by the school to the club and a weekly-supervised team study hall. Often because of these programs, team members become more accountable academically.

- **Scholastic Achievement Recognition:** At the conclusion of the hockey season, each team in the CHL nominates a "Scholastic Player of the Year." Three League representatives are chosen and a National Award Winner is determined. Recognition of a Scholastic Team of the Year is also made, along with the scholastic nominees from each team.

- **University and College Opportunities:** More and more players are choosing to pursue a post secondary education once their CHL career ends. While attending classes at Canadian universities or colleges, former CHL players are eligible to compete in hockey programs at these institutions. During their playing eligibility, the CHL education agreement, combined with other available scholarships, provides a financially secure opportunity for these grads to further their education. It is clear that Canadian university and college teams are utilizing quality CHL graduates to enhance their programs. Last year more than 250 CHL grads could be found on the rosters of university and college teams throughout Canada — playing quality hockey and furthering their educational goals. In the CIAU championships last season, 61 CHL alumni on the final six teams participated in the Canadian Championships.

  > *The most significant factor is the academic success rate of CHL graduates playing in the CIAU and for Canadian Colleges. Almost without exception, these student athletes excel in their chosen field. Because of their maturity, focused objectives and experience gained playing in the CHL, they invariably become leaders on and off the ice.*

  The fact that so many CHL graduates are enrolled in colleges and universities is evidence of the overall academic achievement of these focused athletes. Clearly, these young men are completing high school graduation requirements and gaining the credentials to enter these post secondary institutions.

- **Some Other Significant Education Initiatives and Statistics:**
  - Game and practice schedules are set to minimize school absences.
  - Many teams provide computer support to student athletes during road trips to assist in the completion of school assignments.
  - In the last several seasons, over 95% of all players in the League
    - had completed high school,
    - were attending high school, or
    - were taking courses in a post secondary institution.
  - Last year, 28% of team rosters took university or college courses during the season.
  - Last season, there were teams in the CHL that had 100% of their players either in high school or taking post secondary courses.

# The Major Junior Player

Playing in the Canadian Hockey League provides an athlete with opportunities not afforded many young men. And contrary to popular belief, commitment to this level of hockey does **not** result in compromising educational objectives or development. The academic evidence is clear and explicit.

The positive experience and growth that a young man playing in the CHL acquires is exceptional. How can a person not be touched and grow in maturity when exposed to children through community programs like the Canadian Cancer Society, Kids Wish, and Sick Children's Hospital visits? These opportunities are provided as an ongoing commitment of CHL teams to their communities.

These players often have the chance to move from rural to urban settings — certainly from their hometowns to new cultural environments. Some would expect culture shock, but the resilient nature of youth results in valuable learning experiences. Living with another family, usually as a big brother to the younger children in the household affords the opportunity for growth and leadership, increased confidence and a positive self-image.

Exposure to the media and handling themselves in front of a camera or microphone, doing community work, speaking at service clubs, working with young athletes, acting as spokesmen for drug and alcohol awareness programs provides these people a wealth of experience that is invaluable. All this is done within a structured environment of supervision by the coaches, team officials, and billet families.

All players become an integral part of the local community through charity events and team-oriented activities. They learn to deal with the expectations of the media and fans alike. In the process, these individuals develop life skills that are difficult to replicate.

Former CHL Coach, Scotty Bowman, now a renowned NHL Coach, may have summed up the profound relationship between the CHL player and the community in which the team is situated:

> *Teams and players are part of each community's cultural fabric and are a partner in developing and supporting the community in various ways. The player's role goes far beyond the hockey arena.*

# The Athlete Priority Selection Process

The selection of young players in lower levels of hockey by junior organizations has been a source of criticism. The term "draft" has been used to describe this process, but this, in essence, is a misnomer since it carries the connotation of coercion and inflexibility of choices. The media and other sports groups have attacked the process citing as inappropriate that players aged 14, 15, or 16 are assigned to a junior team, apparently in a very arbitrary and unilateral manner.

This rather exaggerated view does not address the clear advantages of an orderly process of player selection. Selecting players to move to the next level of hockey, often misunderstood, is nothing more than a method of player identification. The fact is that such a "Priority Selection Process" eliminates the negative aspects of "recruiting"

including several teams vying for the services of a "blue chip" athlete, parents "seeking the best deal" for their boy, and all that goes with such practices.

All levels of amateur hockey in Canada employ some form of a "draft" each spring. This process is not unique to the CHL. Similarly, it is utilized, in one form or other, by all junior leagues in both Canada and the United States.

It is believed that a regulated, orderly, and formal method of allowing players to move to the next level of the game and pursue their athletic aspirations avoids confusion and serves the best interests of players and their families. The alternative would lead to chaos and predictable competitive inequities.

The three Leagues within the CHL have structured their selection of new players in a very prudent and judicious way. It should be noted that when a player is selected by a team, there is a procedure available by which the player who does not wish to go to that team would be given the opportunity to tryout with another organization. The selected player also may choose to play at another level of hockey. There is flexibility in the process and it is not irreversible. Most significantly, by having players selected in this way, both players and their parents are provided with choices along with enough lead time to help them prepare for their next step in the developmental aspects of their sport.

To use the Western Hockey League as an example, players are selected a full year before being eligible to play in the League. Well prior to a player being selected, parents are contacted to discuss the possibility of playing for that organization, among other issues. Team representatives consistently evaluate the skill level and maturity of a potential athlete and work with the parents well before this selection is made. It would be folly for a team to waste a selection on a player who did not wish to be associated with that organization.

At various elite hockey tournaments for Bantam and Midget players across Canada, parent and athlete seminars are held to provide information about the alternatives, choices, and options available to these athletes. Significant emphasis is placed in these seminars on the importance of academic achievement and its place in the development of the complete athlete.

Once the player is drafted, contact is made with the League's Education Consultant to facilitate the possibility of school transfer (see Appendix III). Thus, this method of player selection is fluid and an ongoing process. In the time leading up to the athlete actually making the team, he is evaluated as a player and his academic progress is monitored. No doubt, the parents and their son are evaluating the Club as well.

## Major Junior Hockey and Other Levels of Junior Hockey

Currently, and as understood in the proposed new NCAA legislation, a critical distinction is made between Major Junior and other "junior" divisions in Canadian hockey — particularly Junior A Hockey.

It may be helpful to compare some distinctive aspects of these branches within one division of the CHA. In no particular order, the following basic similarities and differences are listed:

- The age categories for these upper branches of amateur hockey are the same, ie: Age 16 to 19. Overage players, that is players in their twentieth year, are permitted to participate. In CHL leagues, a maximum of 3 overage players are permitted on the rosters. Junior A teams vary from allowing nine to an unlimited number of 20 year olds on a team.
- Generally, Junior A Hockey is viewed as lesser in caliber at this elite level of the game. Other junior categories are designated by letter: ie, Junior B, Junior C, etc.
- Both divisions exercise some form of player selection. Some Junior A Leagues have a formal draft, while others use a "carded" system (de facto a contract) to ensure players join teams in an orderly manner.
- All levels of junior hockey are community or privately sponsored.
- A vast majority of CHL games are played Thursday through Sunday to minimize school commitments. Statistical evidence shows that inconsistencies in this matter exist in other junior hockey leagues.
- Although the CHL is regarded as the most competitive level of junior hockey in North America, surveyed evidence shows that practice to game ratios and the directed scheduling of games on weekends is significantly addressed by Major Junior Leagues.
- Practice times in the CHL are designed to eliminate conflict with school timetables. Thus, a student athlete can carry a full academic load in high school.
- Education Scholarships are not commonly available to Junior A players, although some leagues are attempting to establish "scholarship" funding. Generally, however, no "league" policy is in place as is the case with CHL organizations.
- Education is addressed in a consistent manner by CHL organizations. Issues related to players attending high school, graduation, and post secondary opportunities are not left to the discretion of the individual team. Rather, they form the cornerstone of mission statements and philosophy. Too often, these issues are not addressed by other junior clubs.

Given this information and associated facts, it would seem reasonable that Major Junior Hockey, for eligibility purposes, be categorized by the NCAA the same as other junior divisions of the CHA and USA Hockey.

# Summary and Conclusions

The objective of this brief to the NCAA Sub Committee has been to raise awareness of the place Major Junior Hockey holds within the structure of amateur hockey programs in Canada and the United States.

The issue, clearly, revolves around the matter of athletes who compete in the Canadian Hockey League being classified as professionals and, thereby, being deemed to have a *"competitive advantage"* over comparable age group athletes playing at other levels of junior hockey. To reemphasize the point, all athletes playing hockey at the CHL level fall within the purview of the Canadian Hockey Association, which governs amateur hockey.

When reviewing the basic tenent and philosophy of USA Hockey, the national governing body for hockey in the United States, one is struck by the similarities of leadership and objectives for amateur hockey in both Canada and the United States.

As is well known, the CHA and USA Hockey are the official representatives to their respective Olympic Committees with a mandate to:

- administer the development of hockey across their nation
- organize and train men's and women's international select teams
- conduct regional and national championships in various age categories
- hold player identification camps
- the ongoing training and education of coaches and officials
- produce training and video resources
- promote the uniformity and interpretation of playing rules
- sustain a major commitment to the education of its athletes

The establishment of a U.S. National Team Development Program (NTDP) based in Ann Arbor, Michigan, along with the National Under-18 Team, carries objectives parallel to those of the Canadian Hockey Association.

> *The goal of this full-time development program is to prepare student-athletes under the age of 18 for participation on U.S. National Teams and in future hockey careers. Its efforts focus on high-caliber participation on the ice and creating well rounded individuals off the ice.*

The consistencies between the leagues in which Canadian and United States athletes participate reflect the commitment of USA Hockey and the CHA to the development of the total athlete. These Associations are both mandated to provide young men and women with the best possible opportunities to grow and compete at the highest level nationally and internationally.

Given the key role that Canadian Hockey League athletes play in these elite programs in both Canada and the United States, it seems logical that consideration be given to changing the current status of Major Junior Hockey in the eyes of the NCAA.

The cornerstone CHL policies outlined in this brief provide every young athlete with the opportunity to broaden their life experiences both athletically and academically. Playing CHL Hockey offers young athletes a positive experience without compromising their educational objectives. Thus:

> *...the deregulation of Bylaw 12 and expansion of Bylaw 14.2.4.2 enhances prospective student-athlete welfare in that it provides an increased level of opportunity to prospective student-athletes.*

A change in the current legislation would have a widespread effect on both parents and student hockey players in Canada and the United States.

> *If deregulation proves successful, prospective student-athletes will be allowed to participate in a greater number of activities with the full knowledge of whether and/or how their eligibility may be affected. This gives prospective student-athletes the opportunity to make truly informed choices in that they will be given more opportunities under Bylaw 12, with the understanding that participation in these activities may affect their seasons of eligibility upon initial enrollment.*

Under the current interpretation of NCAA rules, the parents of young athletes on the threshold of entering the CHL are torn between the desire of their boys to play at the highest competitive level possible and the uncertainty of the "team try-out." Treating all junior divisions equally would eliminate this annual parental angst and create a natural developmental continuity of athletes on both sides of the border.

The crux of this presentation is outlined in the Subcommittee's recommendation for exceptions to the application of proposed amended Bylaw 14.2.4.2:

> 1. *Men's Ice Hockey. A maximum two-year exception for participation in USA Hockey or Canadian Amateur Hockey Association* [sic] *sanctioned leagues.*

The rational for this "exception" goes on to state:

> *Information indicates that the vast majority of student-athletes enter college after participating for one to two years in amateur leagues rather than directly after high-school graduation. Therefore, in the sport of men's ice hockey, the majority of incoming student-athletes would have reduced seasons of competition. While it may appear that the exception allows for a competitive advantage, the reality in this sport is that because most men's ice hockey student-athletes enter college with the same competitive experiences, no actual advantage is present.*

Should the NCAA accept the principles of designating all CHA defined junior divisions as equal under the definitions in this new legislation, athletes choosing to attend a college or university in the United States would be better candidates after two additional years of playing Major Junior Hockey. The competition at this level, along with a higher maturity level, both physically and socially, would result in an overall increase in the quality of recruit. Moreover, CHL graduating players would be better qualified academic students because of the positive educational environment created and supported by CHL organizations. Since many CHL graduates continue to play university and college hockey in Canada, it would seem reasonable that these athletes might pursue an education in the United States and make a contribution to NCAA athletics.

As acknowledged in the documentation from the Subcommittee, *"our amateurism philosophy has resulted in inconsistency and inequity."* It would seem appropriate that NCAA Executive Members give consideration to of making all junior hockey under the auspices of the CHA regulated by the same NCAA Bylaws.

To quote again from this NCAA document,

> *"the Subcommittee has been consistent in the distinction between acts that do not impact competitive equity and actions that do provide a competitive advantage."*

# The Proposal

It is the position of the Canadian Hockey Association and the Canadian Hockey League that all "junior" hockey classifications of the CHA and USA Hockey be governed by the proposed deregulation of NCAA Bylaws on amateurism and that the two year exception for ice hockey apply inclusively without distinction.

Further, it would seem beneficial to NCAA interests, as well as to its partners, that the CHA, the CHL, and the NCAA are open to ongoing and proactive discussions regarding the impact of these Bylaw changes once implemented. The principle should be that any changes to the long standing NCAA position on Amateurism are of benefit not only to this sports governing body, but of benefit to all junior hockey and most importantly to the student-athletes who would be affected.

The CHA and CHL look forward to your response and to the opportunity to discuss this proposal.

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    - Preenrollment Frequently Asked Questions
    - Preenrollment Legislative Action Items
- OHL – Choice • Opportunity • Success
- The QMJHL Scholarship Program
- This is USA Hockey
- USA Hockey – National Team Development Program

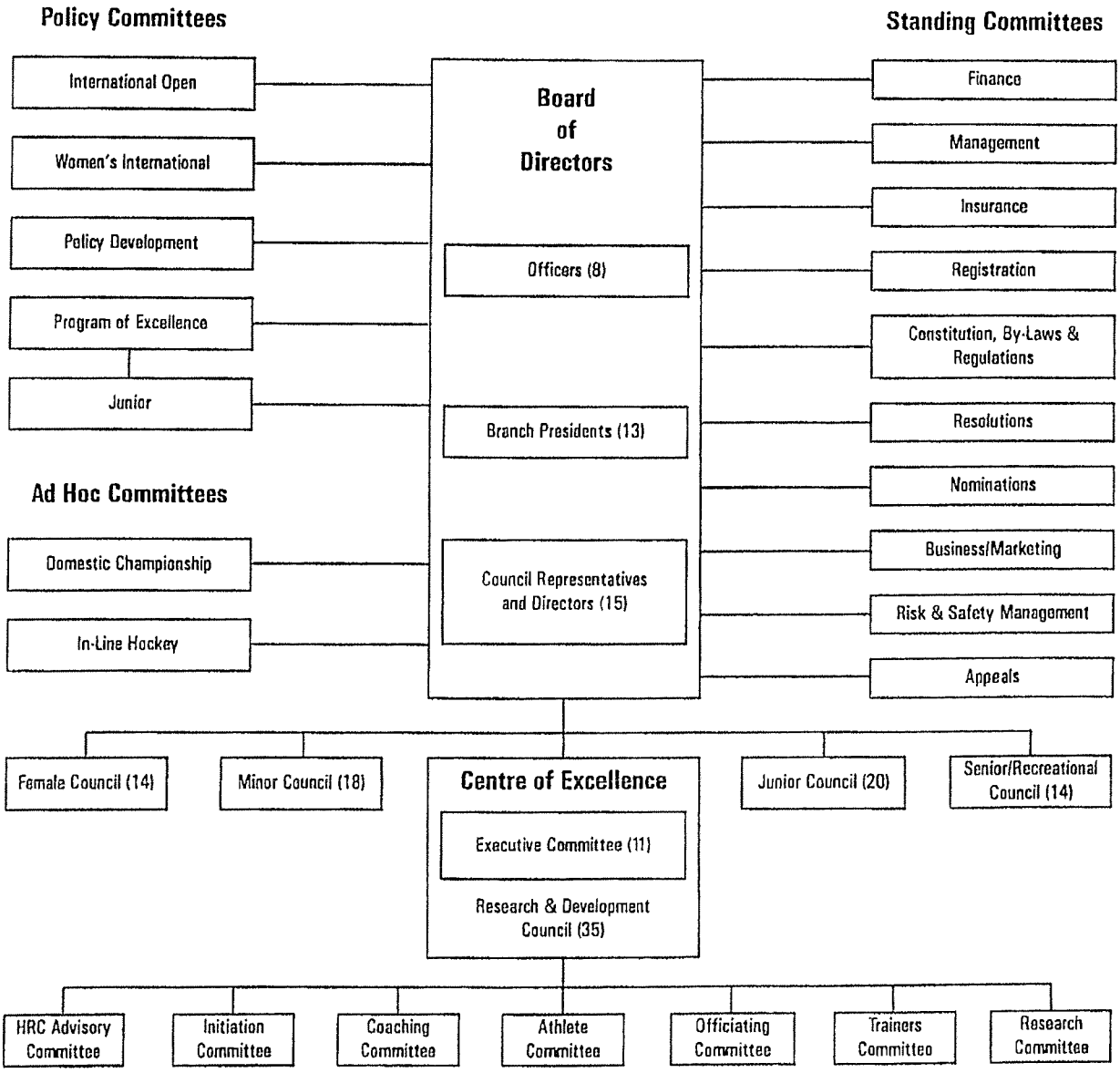

## The Working Committee

- David E. Branch, President – Canadian Hockey League and Ontario Hockey League
- Bob Nicholson, President – Canadian Hockey Association
- Gilles Courteau, President – Quebec Major Junior Hockey League
- Bruce Hamilton, Chairman of the Board – Western Hockey League
- Rick Doerksen, Vice President – Western Hockey League
- Jim Donlevy, Education Consultant – Canadian Hockey League

# APPENDIX I

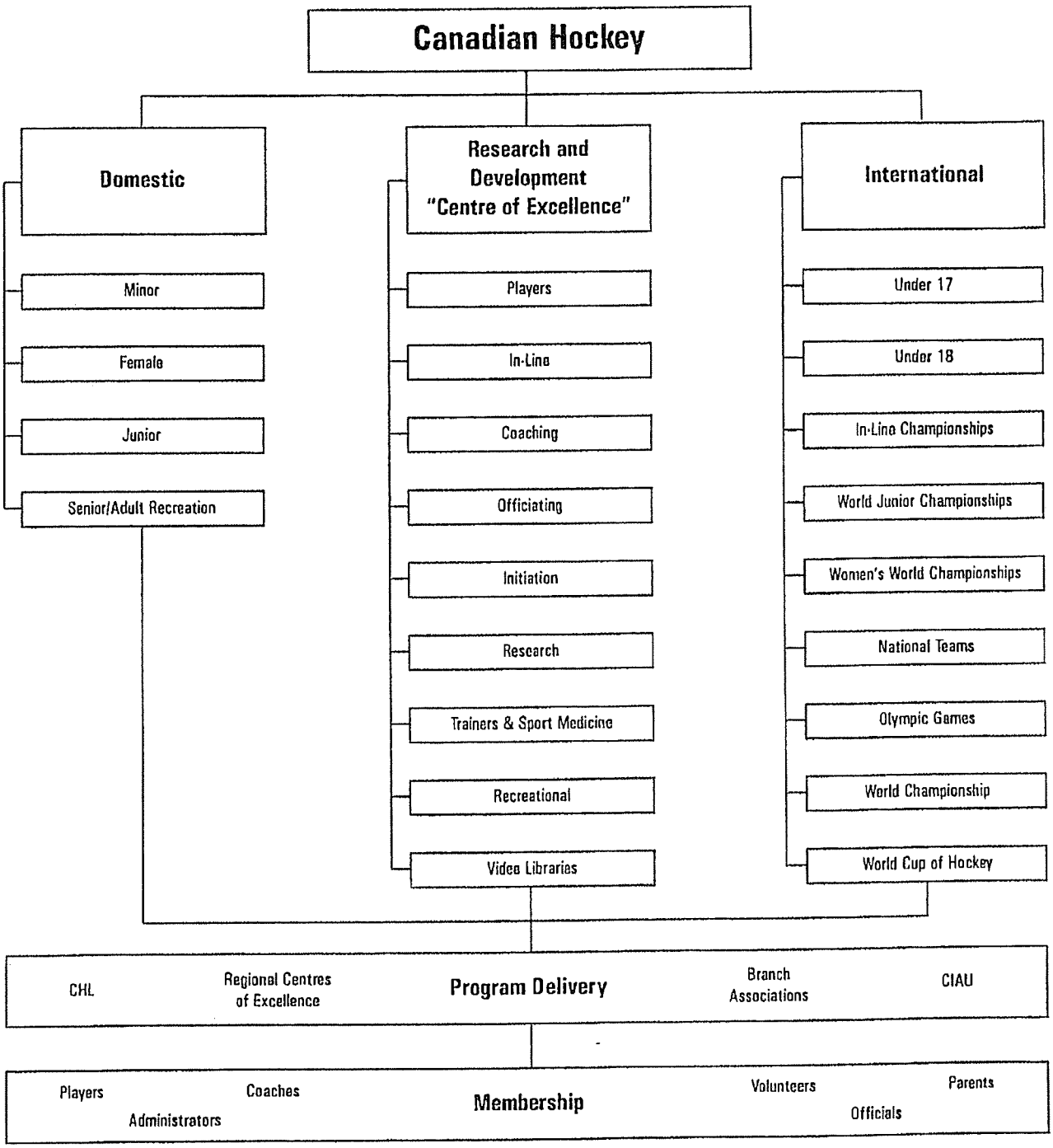
# Canadian Hockey Association

## Organizational Structure



# Canadian Hockey Association

## Program Structure



# APPENDIX II

# CANADIAN HOCKEY LEAGUE

## ONTARIO HOCKEY LEAGUE

### *Canadian Franchises*

Barrie Colts
Belleville Bulls
Brampton Battalion
Guelph Storm
Kingston Frontenacs
Kitchener Rangers
London Knights
Mississauga IceDogs
North Bay Centennials
Oshawa Generals
Ottawa 67's
Owen Sound Platers
Peterborough Petes
Sarnia Sting
Sault Ste Marie Greyhounds
Sudbury Wolves
Toronto St Michaels Majors
Windsor Spitfires

### *American Franchises*

Erie Otters
Plymouth Whalers

## QUEBEC MAJOR JUNIOR HOCKEY LEAGUE

Acadie Bathurst Titan
Baie-Comeau Drakkar
Cape Breton Screaming Eagles
Chicoutimi Saguenens
Drummondville Voltigeurs
Halifax Mooseheads
Hull Olympiques
Moncton Wildcats
Montréal Rocket
Québec Ramparts
Rimouski Océanic
Rouyn-Noranda Huskies
Shawinigan Catarectes
Sherbrooke Castors
Val-D'Or Foreurs
Victoriaville Tigres

## WESTERN HOCKEY LEAGUE

### *Canadian Franchises*

Brandon Wheat Kings
Calgary Hitmen
Kamloops Blazers
Kelowna Rockets
Kootenay Ice
Lethbridge Hurricanes
Medicine Hat Tigers
Moose Jaw Warriors
Prince Albert Raiders
Prince George Cougars
Red Deer Rebels
Regina Pats
Saskatoon Blades
Swift Current Broncos

### *American Franchises*

Portland Winterhawks
Seattle Thunderbirds
Spokane Chiefs
Tri-City Americans

# APPENDIX III

**E-Jay Consulting**
J G Donlevy, President

Box 397 Kimberley, BC V1A 2Y9
Phone (250) 427-5385 Ext 415 Fax (250) 427-5507
jdonlevy@cyberlink.bc.ca

May 2000

Congratulations on being selected by the **Portland Winter Hawks**. This is a clear reflection of your hockey skills, character, and hard work. It must be an exciting time for you and your parents.

You know, however, that this is just the first step in your continued commitment, dedication, and development as an athlete. Just as important is your academic growth and progress in school.

My role with the Western Hockey League is to assist you and your parents **this year** in designing a **personal academic game plan**. This assistance will be ongoing throughout your career with the Winter Hawks and beyond.

It is essential and beneficial that you do some high school course planning **now**! Get ahead of the academic game by taking some of the tougher, required high school courses this fall — I call it "front end loading." By doing this, you will gain some sound academic credentials and have much more flexibility when you face the WHL challenge.

The good news is that Winter Hawk players before you have made the transition successfully, even to an American system, and with little disruption. As well, we want you to qualify for post secondary programs in Canada **while playing** in the League.

Once your family decision is made to play WHL Hockey, some sound planning about moving to a new school and adjusting to new courses must take place. In all likelihood, you will be attending one of three Portland Area High Schools. The key Winter Hawk Counsellor is Mrs. Hazel Hansen who coordinates all school matters for the team. I will help you establish contact with her as early as practical so that academic surprises are kept to a minimum.

By the way, it is the Portland Winter Hawks Club policy to have **all** their athletes in school during the season. Included as well, is a very sound education funding program that will benefit you during and after playing in the WHL.

I am available to assist you and your parents with this planning process. Please call if you have any questions regarding your school situation. I can be reached at:

• **(250) 427-5385 Ext 415**

. . . also by fax or e-mail as shown above.

Good luck in your future and I look forward to working with you in the years to come.

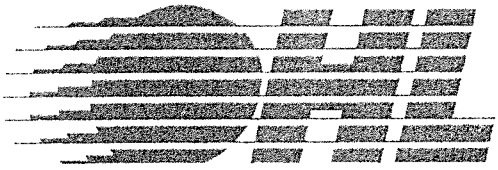
Sincerely,

Jim Donlevy, Education Consultant
to the Western Hockey League

# TABM

This is Exhibit "M" referred to
in the affidavit of David E. Branch,
sworn before me, this day of
December, 2015

A commissioner, etc.



Ontario
Hockey
League

305 Milner Ave, Suite 200
Scarborough, Ontario M1B 3V4
Telephone: 416-299-8700
Fax: 416-299-8787
www.ontariohockeyleague.com

# ONTARIO HOCKEY LEAGUE'S ACADEMIC MISSION STATEMENT

*The Ontario Hockey League is committed to assisting and providing EVERY OHL Student Athlete with the opportunity to maintain, achieve and grow in his unique academic pathway. Through the support of all stakeholders within the League (Governors, General Managers, Coaches, Players, Parents and League Office Staff) it is the goal to provide every player with the skills required to be successful in his life after hockey. Proper academic planning will create a balance between hockey and school, every OHL Student Athlete will be guided by his individual team's academic policy and academic support model.*

# TABN

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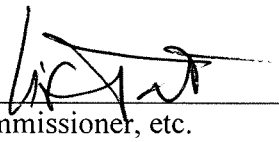

A commissioner, etc.

## Barrie Colts Academic Policy
## For 2015-16 Season

The objective of the Barrie Colts is to develop our players not only in hockey, but off the ice in school and the community. This said, players not yet completed their high school diploma must complete regular courses to obtain the credits needed to graduate high school. No player will be allowed to play in games if they aren't willing to go to high school. After a player has graduated high school, the Colts encourage them to enroll in university, college or trade school classes. For players that are reluctant to take post-secondary courses, the Colts will be conducting regular life-skills classes for its players. For example, this season we will be doing cooking classes for the players; we will have a finance professional visit with the players on several occasions to discuss financial planning. We will also have a medical professional come in and train the players in CPR. We have several other life-skills type teachings ideas that will be available for the players throughout the season. European players that are not in high school will take ESL Classes.

In addition for players that are done high school and taking life-skills classes; these players will be expected to perform regular weekly community initiatives such as visiting elementary schools, food banks, etc.

All players adhere to the Colts' schedule for excused absences prior to and after road trips. Generally, high school players are allowed to leave after period 1 on a regular road game, and because Barrie is central, there are only a few occasions where players are allowed to miss a period 1 after a late road game.

For playoffs, all Colts players attend their regular classes and will adhere to the Colts' schedule for excused absences. Generally this schedule is very similar to the regular season schedule.

Any player that misses school without permission from the club on the first occasion shall miss one (1) regular season game; on the 2nd occasion miss two (2) regular season games, on the 3rd occasion miss four (4) regular season games.

# TABO

This is Exhibit "O" referred to
in the affidavit of David E. Branch,
sworn before me, this day of
December, 2015

A commissioner, etc.

# ERIE OTTERS OHL HOCKEY CLUB

# Academic Policy 2015-16

ONTARIO HOCKEY LEAGUE

| ACEDEMIC POLICY | DOCUMENT No.: | AP-01 |
|---|---|---|
| | ORIGINAL ISSUE: | October 8, 2015 |
| | EFFECTIVE DATE: | October 8, 2015 |
| | REV 01 | |

## Academic Mission Statement

We want to create an environment that will nurture, engage and stimulate the players intellectually so they become motivated, inspired and driven in their current and future academic and professional careers. Through traditional learning we will ensure that every Erie Otter will graduate with their high school diploma and will be encouraged to begin working towards a post-secondary degree. Through non-traditional learning we will implement an in house professional development program which will assist and arm our athletes for today's increasingly multifaceted society.

We will not gauge success based on letter grades but rather by an expectation of work ethic. We believe that academic success has a direct correlation to attention to detail and hard work in which we believe every Otter must have to be successful and proficient both the in hockey and in the professional world. In closing we will ensure we provide our student athletes any and all resources required to achieve their utmost potential so they can become major contributors to the communities in which they settle.

## Secondary Education

All Erie Otters will attend McDowell High School with is located in the Millcreek school district. While attending McDowell the Erie Otters will be encouraged to continue on with their current academic plan on their way to attaining their High school diploma. The players will be expected to continue to achieve academically in a similar fashion as to how they achieved prior to attending McDowell High school.

Between our academic advisor, McDowell's appointed guidance counselor and the player's home school guidance counselor prior to each season we will sit with the players and parents to plan the school year to ensure the players are able to transfer back to their home school at the completion of the playing season without any interruptions.

**If you really look closely, most overnight successes took a long time.**

**Steve Jobs**

| ACEDEMIC POLICY | DOCUMENT No.: | AP-01 |
|---|---|---|
| | ORIGINAL ISSUE: | October 8, 2015 |
| | EFFECTIVE DATE: | October 8, 2015 |
| | REV 01 | |

## Post-Secondary Education

Once players have successfully completed and graduated from high school they will be strongly encouraged to enroll and begin to work towards their post-secondary degree. The players will be encouraged to attend one of the following Post-Secondary establishments:

- Mercyhurst University is a private institution has approximately 4500 students, Mercyhurst University was rated the 47th best school in Northern United States by USA Today Mercyhust has over 50 bachelor's degree programs.
- Gannon University is a private institution and has approximately 2,925 students, Gannon University's ranking in the 2013 edition of Best Colleges is Regional Universities (North, United States) was 61.
- Pennsylvania State University-Erie, Behrend College is a public institution. It has a total undergraduate enrollment of 4,135.

Players attending NHL and Professional tryouts that will be unable to begin the semester on time will be encouraged to enroll online and take courses through Athabasca University or another online institution of the player's choice.

As an incentive and to eliminate hurdles that may arise due to financial commitment required by Post-Secondary institutions the Otters organization will pay the pay for all applicable tuition fees and books as per 4.03 of schedule B of the Standard Players Agreement our hope is this will further encourage our athletes to enroll and begin their journey towards their degree.

Although we will be strongly encouraging our players to begin their post-secondary journey we will not hold them to point 2.05 of schedule B of the Standard Players Agreement once they have graduated from high school and provided they cooperate in our Non-traditional programs.

## Non-Traditional Learning

All Otters players not enrolled in high school or a post-secondary school will participate in the Otters in house professional development program. The In house professional development program is aimed at preparing our athletes for the multifaceted society.

Players will participate in the following areas:

| ACEDEMIC POLICY | DOCUMENT No.: | AP-01 |
|---|---|---|
| | ORIGINAL ISSUE: | October 8, 2015 |
| | EFFECTIVE DATE: | October 8, 2015 |
| | REV 01 | |

- CPR/AED Course
- Leadership Course
- Financial Training
- Media Training
- Nutation Training

Management and coaching staff will evaluate the focus areas and topics depending on the needs of their group. Emphasis and consideration will be given to hot topic items that we feel will make our players more prepared for today's ever changing society.

These programs will be completed and run through local groups such Manufacturer & Business Association, Heart and Stroke Association etc.

## Attendance:

Players will be expected to attend all classes while in high school, post-secondary or during the Non-traditional programs held and sponsored by the team. Absences should be pre-approved by the coaching staff in all circumstance, all unexcused absences regardless of the importance of game or activity will be dealt with by the coaches and will result in suspension from games, practices and team activities.

Unexcused absences will not be tolerated regardless of the circumstances, this includes missing class to prepare for upcoming games, playoff games etc.

## Expectations and Tutoring:

In order to ensure the players all have the utmost opportunity to succeed we will monitor the player's academic progress to ensure they are achieving the grades that we mutually agree are reasonable and attainable. Should the player require additional assistance the organization will hire and pay to have the player tutored until which time the player, parents and organization feel the player is attaining sufficient academic success. Should a player or parent feel they require a tutor, one will be arranged upon request.

The club also holds the right to withhold the player from game, practice and team activities until which time the player is achieving and meeting the mutually agreed expectations. Academics are absolutely essential within the Otters organization while

| ACEDEMIC POLICY | DOCUMENT No.: | AP-01 |
|---|---|---|
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| | REV 01 | |

playing is a privilege and those achieving and showing the determination to succeed will be rewarded with the right to participate in games, practice and team activities.

| **Revision** | **Date** | **Description of Changes** |
|---|---|---|
| **1.0** | **October 8, 2015** | **Ownership Change** |

| | |
|---|---|
| RECOMMENDED: _____<br>Dave Brown – General Manager | RECOMMENDED: _____<br>Kris Knoblauch - Coach |
| APPROVED: _____<br>Roy Mlakar – Executive Vice President and Chief Operating Officer | RECOMMENDED: _____ |

# TABP

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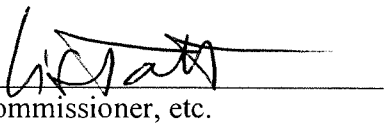
in the affidavit of David E. Branch,
sworn before me, this day of
December, 2015



A commissioner, etc.

Flint Firebirds Hockey Club
Dort Federal Event Center • 3501 Lapeer Road • Flint, Michigan 48503
Phone 810.742.2004 • www.flintfirebirds.com

October 9, 2015

## Flint Firebirds Academic Policy

### Education Philosophy

As an organization, the Flint Firebirds are concerned about the whole person. Our academic team works alongside our coaching staff and front office to help develop quality young men. While our team strives for success on the ice in the OHL, we also strive success in the classroom. We believe that success in academics breeds success in all areas of life, including hockey.

### Course Enrollment

- High School Players - Alongside with the counselors of their home schools and the players' families, our team's counselor at Grand Blanc High School helps choose courses that allow for our players to meet their graduation requirements. In addition to meeting requirements, we look for courses that challenge our players intellectually while simultaneously engaging their interests.
- Post-Secondary Players – With the work of our Academic Advisor and Online Academic Advisor, we are helping players think and work towards a post-secondary plan. As players share their interests, we help them develop education plans with the schools that help them meet their goals.

### School Attendance

- After Road Trips – Upon returning from road trips, our players are to be in class first thing in the morning.
- Playoff Attendance – Players will attend school as normal unless traveling for an away game.

### Academic Commitment

Due to our commitment to education, if players skip school or are underperforming in the classroom, then players will not participate in games.

# TABQ

This is Exhibit "Q" referred to
in the affidavit of David E. Branch,
sworn before me, this day of
December, 2015

A commissioner, etc.

Guelph Storm Hockey Club

55 Wyndham Street North, Guelph, ON, Canada N1H 7T8 Tel.: (519) 837-9690 • Fax: (519) 837-9692 • www.guelphstorm.com

## Guelph Storm Academic Policy/Goals

The Storm organization endeavours to have each player achieve academic success, equal to their academic potential.

### *Course Enrollment, High School*

We provide the opportunity for our players to graduate from high school in 4 years. We provide academic support (guidance and tutoring) to help them meet that objective and encourage players to enjoy a full high school experience (academically and socially). In instances where players require a 5th year of high school (due to academic difficulties, or a desire to increase grades) we support those players. We do not, however, want the extra year to be the "norm" for our student/athletes.

To achieve these high school goals our expectation for course enrollment in grade 11 is 4 courses per semester. In grade 12 the expectation is 3 courses per semester (or 4 if 4 are necessary for graduation). Our players can take a full load, with the last period of the day being a "student success" class, where they attend for 30 minutes of the normal 50 minute class and complete any remaining course work independently.

### *Course Enrollment, Post-Secondary Education*

Our expectations for our players who have completed high school is to take 2 courses for each of the Fall and Winter semesters (and 1 course each summer) at a College or University. While this is the standard each player's situation is reviewed individually and based on those assessments we have had players do as many as 3 courses or as few as 1 course per semester. Based on this expectation our players can successfully complete 10 courses (1 full academic year) while playing for the Storm as 18 and 19 year olds. If for various reasons a player is not able to take 2 post-secondary courses in a semester (i.e. returned late from an NHL camp) we want the player to be busy and engaged so we require them to complete volunteer community work, self-interest learning, or reading for personal enrichment (i.e. fitness, nutrition, public relations, coaching, personal finance, sport psychology).

While the emphasis is on achieving meaningful, post-secondary academic credits, we also feel strongly that experiencing university "campus" life is also invaluable. The experiences associated with sitting in a lecture hall with 500 other students; going to a university concert or football game; spending time in the students lounge; are all opportunities for growth and an important "next step" after graduating from high school. Even in instances where it is unlikely that a player may complete his degree (i.e. a first round NHL pick destined for a pro career) we still feel that spending time on campus in a post-secondary setting is important for that player. In the future, that player can relate to the "university experience" when talking with his university/college educated peers, or even his own children.

### *Attendance Position, Post Road Trips*

Our position for school attendance post road trips depends on the time the players return home. If players arrive home before 1 am, those in high school will be expected to be in class for first period. If players arrive home between 1 and 3, those in high school will typically be given the first half of first period off. In rare instances if get home at 6 or 7 in the morning (i.e. returning from Sault Ste. Marie), we may give the kids the first 2 periods off. Players in post-secondary education are expected to attend all their classes (with the exception when the team is on the road) as their class load is much less demanding than players in high school.

### *Attendance Position, During Playoffs*

Our position for school attendance during playoffs is the same as regular season. The difference however is the concentration of games over a 12 or 13 day period, and the possibility of more extensive travel during playoffs. Even with the same expectations for regular season and playoffs, players are going to miss significantly more school during playoffs.

### *Position on Skipped Classes or Lack of Attendance/Commitment to Education*

Our position on skipped classes (or skipped days) is that they will miss game time. In the case of a missed class, it could be sitting for a period. In the case of a missed day, it would be missing a game. Lack of academic commitment by the player will be treated similar to skipped classes. Our high school players are expected to be in class in their uniforms and to work up to their capabilities. Our post-secondary players are expected to plan their time to meet all academic obligations laid out in their course syllabus. We have very little patience for players who want to be the "class clowns".

# TABR

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in the affidavit of David E. Branch,
sworn before me, this day of
December, 2015

A commissioner, etc.

278
HAMILTON BULLDOGS HOCKEY CLUB
101 YORK BOULEVARD, HAMILTON, ONTARIO, CANADA L8R 3L4
T: 905-529-8500 • F: 905-777-2360

# Hamilton Bulldogs Academic Policy

## Academic Goals

Our team's academic goals are for all of our players to attend high school and complete their diploma. Upon completion of High School, we hope that our players are able to attend the Post-Secondary Institution of their choice, while playing for the Bulldogs and also once they have graduated from the Ontario Hockey League.

## Position on Course Enrollment

It is the Bulldogs position that all players will attend school, at least, until they have completed High School. Once they have completed High School they will be encouraged to continue their Education at the Post-Secondary level. If they choose to not continue their education, we will provide alternative education options such as CPR courses.

## School Attendance After Road Trips

Our players will be expected to be in class for Period One following road trips. There will be exceptions on trips where are travel has resulted in a late return to Hamilton.

## School Attendance During Playoffs

Our policy will not change from the regular season. If we are returning late, there may be exceptions from being in class one. There will be an emphasis in all situations for the hockey club and players to communicate absences, and missed work with the appropriate parties at school.

## Skipped Classes or Lack of Attendance/ Commitment by Player Toward School

Our policy is that if a player is known to skip classes, or unable to complete assignments due to circumstances under his control, opportunity will be taken away from him in the form of playing time.

# TABS

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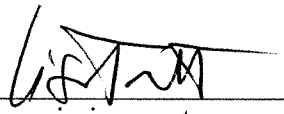

A commissioner, etc.

KINGSTON FRONTENACS
HOCKEY CLUB
EST. 1973

September 24 15

To Whom It May Concern:

The Kingston Frontenac's Academic Policy is very simple, every player must graduate high school and every player that has graduated high school must take at least one post secondary course. (Queens University, St Lawrence College, Athabasca on line, English as a second language)
Kim Hulton has daily contact with the high school players and their teachers to ensure that there are no issues and is also in contact with the player's parents. Mike Hamilton comes to the rink each week to touch base with post secondary students to confirm everything is going well. Mike also runs our English class's for our import players.
Darren Keily and Paul McFarland go to Holy Cross the first week of the school year to meet with the Staff and players to show our support of the School and lay down expectations for the players.

1-Course enrollment, same as above everybody does something including import players.

2-School attendance post road trips, all players are required to go to school the following morning, if for some reason we are very late Darren will contact the school to inform Kim Hulton that the boys will miss first period and when they arrive the players will meet with the teacher of the class that they were absent from to receive homework for that class.

3-Attendance during playoffs/ nothing changes. Go to school if we are home and if we are on the road get your home work and stay up to date.

4- Attendance, Darren Keily's phone is the contact for the player's attendance if someone is late or absent from a class he's notified at the end of the day, from there he will contact the school to see why he received the call. If a player is late we will speak directly to him to solve the issue, if a player skips a class he's out of the line up no questions asked. To be clear nobody misses a class or shows up late!

# TABT

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December, 2015

A commissioner, etc.

# Kitchener Rangers Education Policy Document

*In hockey, in school, in life: Expect Excellence*

## Secondary School Education

- 30 credits, 40 hours of community service and a successfully completed Literacy Test (administered in grade 10) are required by the Ontario Ministry of Education to earn an Ontario Secondary School Diploma
- the student athlete shall work towards obtaining an OSSD within four years of entering grade nine
  - 16 credits should have been attained by the end of second year of high school (player's draft year)
    - 8 credits in grade nine, 8 credits in grade 10)
  - 8 credits should be attained by the end of third year of high school (i.e. 4 credits in semester one, 4 credits in semester two of third year)
  - 6 credits should be attained by the end of the fourth year of high school (i.e. 3 credits in semester one, 3 credits in semester 2)
  - additional Ministry of Education approved credits attained by other methods (e.g. summer school) must be completed prior to changes being approved by Ranger Management to the number of required courses being taken each semester
  - a player who arrives via trade or free agency with less than the required course load will be expected to complete that semester status quo, then enroll in the following semester(s) with a full course load so as to complete their OSSD within the required time frame

**Course Selection:**

- all courses will be selected with the approval of guardians, Grand River Collegiate and the student athlete's 'home' school
- all courses will be scheduled into classrooms within the school, with teacher led instruction
- off-campus and 'hockey' courses are not permitted
- any changes to the courses agreed to at the beginning of each semester MUST be first approved by the student athlete's guardians and Rangers Management

**Achievement / Marks:**

- the student athlete should always work to the best of his ability
- at a minimum, the student athlete should maintain levels of achievement previously achieved at his 'home' school
- a failing mark is not an option
  - tutoring will be arranged for by Rangers Management to assist the student athlete to achieve at minimum a credit in the course

**Attendance:**

- regular and timely attendance by the student athlete, based on the school's bell times, is mandated
- any late arrival or early dismissal from all, or part of any class by the student athlete shall be authorized by Rangers Management **prior to** the event
- inclement weather: if weather conditions are such that the Waterloo Region District School Board cancels their regularly scheduled school buses then those student athletes who require transportation to school are not required to attend

**Absences:**

- unless pre-authorized by Rangers Management, student athletes shall be in all classes as per the school's academic calendar
- in the event the student athlete is not able to attend class on a particular day, the student athlete shall contact Rangers Management by no later than 8:00 a.m. of the school day in question

**Evaluations:**

- including, but not limited to all assignments, tests, and summative evaluations the student athlete should:
  - complete and submit all evaluations on the date specified by the teacher
  - advise the teacher(s) at least two days in advance of any classes that will be missed so as to obtain and complete all required course work
  - adhere to the dates scheduled by the school for all final summative work and exams during the formal examination periods at the ends of both Semester One and Semester Two

**Decorum:**

- the student athlete should do his utmost to be seen as a model citizen of the school
- this includes, but is not limited to:
  - respectful interactions with all school personnel, including peers, teachers, and administrators
  - full participation in all classroom activities at all times
  - cell phone use, unless permitted by the teacher, is strictly prohibited while in class
  - proper use of all electronic devices as determined by both the school and teachers' policies
  - proper attire to be worn at all times
  - strict adherence to the rules of the school

**End of Season Return to 'Home' School:**

- in the event the hockey season is completed prior to the end of the first week in April the student athlete shall remain at Grand River Collegiate until the end of the first week of April
- in the event the hockey season concludes in May, the student athlete shall remain at Grand River Collegiate until the end of Semester Two (exams are written at the end of June)

- in consultation with family and Rangers Management the student athlete may elect to remain at Grand River, regardless of when the hockey season concludes

**Non-Compliance:**

- the student athlete will be responsible to comply with any assigned school consequences for rules that have not been adhered to
- Rangers Management reserves the right to assign additional consequences for non-compliance to school or team polices
- all additional consequences will be done in consultation with the school, parents, coaches and the League

## Post-Secondary Education

- all student athletes are expected to continue their education at a post-secondary level
- a minimum of one course per semester at a traditional, or non-traditional, post-secondary institution, or as provided by the Kitchener Rangers Hockey Club, is expected

**Course Selection:**

- all courses will be selected from accredited post-secondary schools (college, university) or approved non-traditional post-secondary schools
- on-line courses are an option at accredited institutions
- any courses selected at non-traditional post-secondary schools must be first approved by Rangers Management
- non-traditional post-secondary school courses may also be provided by Rangers Management

**Achievement / Marks:**

- the student athlete should always work to the best of his ability
- the student athlete will be provided with the necessary tools, including tutors, to achieve at minimum a credit in the course
- the student athlete shall submit both their student number and all required electronic access information to Rangers Management upon successful registration (e.g. password(s) required for school account access)

**Payment of Fees:**

- upon successful registration the student athlete will immediately submit to Rangers Management an official invoice for all related tuition fees
- all additional fees that are automatically added by the post-secondary institution to the invoice that can be cancelled, such as health and insurance coverage, must be removed from the invoice by the student athlete prior to payment being made by the Kitchener Rangers Hockey Club
- all additional costs for required materials (e.g. textbooks) must be submitted to Rangers Management, along with the corresponding receipt for the purchase, in a timely manner
- all non-course related expenses such as parking, food, intramural fees, etc. will not be paid for by the Kitchener Rangers Hockey Club

- proof of successful completion of the course(s), such as an official school transcript, is required prior to the Kitchener Rangers Hockey Club paying for any subsequent courses
- unsuccessful completion will result in the student athlete being responsible for paying for future courses, with the Kitchener Rangers Hockey Club reimbursing the student athlete upon proof of successful completion

**Attendance:**

- regular and timely attendance by the student athlete is expected

**Absences:**

- in the event the student athlete is not able to attend class on a given day, the student athlete is strongly encouraged to discuss the situation with the professor prior to the absence

**Evaluations:**

- including, but not limited to all assignments, tests, and summative evaluations the student athlete should:
  - complete and submit all evaluations on the date specified by the professor
  - advise the teacher(s) well in advance of any classes that will be missed so as to obtain and complete all required course work
  - adhere to the dates scheduled by the school for all final evaluations and exams during the formal examination periods at the ends of both Fall and Winter Semesters
    - it is the responsibility of the student athlete to check the syllabus at the beginning of the course and to discuss a solution with the professor regarding any and all conflicts

**Decorum:**

- the student athlete should do his utmost to be seen as a model citizen of the school
- this includes, but is not limited to:
  - respectful interactions with all school personnel, including peers, professors, and administrators
  - full participation in all classroom activities at all times
  - cell phone use, unless permitted by the professor, is strictly prohibited while in class
  - proper use of all electronic devices as determined by both the school and professor's policies
  - proper attire to be worn at all times
  - strict adherence to the rules of the school

**End of Season:**

- in the event the hockey season is completed prior to the completion of the course, it is the responsibility of the student athlete to ensure arrangements have been made with the professor and/or school to ensure successful completion of the course(s)

# TABU

This is Exhibit "U" referred to
in the affidavit of David E. Branch,
sworn before me, this day of
December, 2015

A commissioner, etc.

**London Knights Hockey Club**
99 Dundas Street
London, Ontario N6A 6K1
P: (519) 681-0800
F: (519) 668-7291

# LONDON KNIGHTS ACADEMIC POLICY
# 2015-2016

## Mission

The London Knights will create and foster an environment that applies knowledge for the benefit of society through excellence in teaching, research and scholarship. Our student athletes will be global citizens whose education and leadership will prepare our players for life after hockey.

## Vision

The London Knights will be a destination of choice for the world's brightest student athlete's seeking the best learning experience at a leading Canadian university, college or trades school.

In addition to our Mission and Vision, we strive for our players to *Achieve Excellence in Education.* There are four fundamental pillars that will drive the London Knights academic policy:

1. *Taking Charge of Our Destiny: Our Foundation!*
2. *Initial meetings with our academic advisor's: Plan your work, work your plan!*
3. *Achieving academic success: Creating a web of support!*
4. *Reaching Beyond Campus: Engaging in the Community!*

Successful pursuit of these priorities will be possible only through the commitment and contributions of all the members of the London Knights Hockey Club. Our hockey club is one where all members are valued, respected and encouraged to achieve academic excellence. We strive to ensure that we are fully accessible and respectful of individual needs and abilities in education. The London Knights support a healthy academic-hockey balance and recognizes the right of every member of the London Knights hockey community to study, work and conduct his activities in an environment free of harassment and discrimination. Each member of our hockey club is accountable for ensuring that the London Knights Academic Policy is supported and upheld.

**London Knights Hockey Club**
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***Taking Charge of Our Destiny: Our Foundation!***

Each London Knights player will be given the foundation to be successful in both academics and athletics. All London Knights players will receive a high school diploma and be enrolled in university, college or community involvement programs until their completion of major junior hockey. Players will be expected to be in class for all school days. When mid-week travel is necessary for games, our academic advisor will give each student-athlete an outline of school work to be completed before our return. School is mandatory following a road trip. Players will not be given the option to miss school after a road trip. The same expectation will be upheld during the Ontario Hockey League Championship Rounds. Every day the Assistant General Manager will receive an email from Blyth Academy with each player's attendance at class. Below is an outline of the steps taken for poor punctuality or lack of attendance.

1st Offence:
The player will have a meeting with the Head Coach and General Manager. A verbal warning will be given. We will stress the importance of punctuality and attendance.

2nd Offence:
The player will have a meeting with the Head Coach and General Manager. A written warning will be given. The player will stay after practice to complete missed work and complete a homework session with the Assistant General Manager in the business office.

3rd Offence:
The player will have a meeting with the Head Coach and General Manager. The player will miss the 1st 20 minutes of playing time for the London Knights in his next Ontario Hockey League game.

4th Offence:
The player will have a meeting with the Head Coach and General Manager. The player will miss the next game for the London Knights in the Ontario Hockey League.

***Initial meetings with our academic advisor's: Plan your work, work your plan***

Once a player has committed to the London Knights he will be forwarded an academic goal sheet (My blueprint). This sheet asks specific questions to understand each player's academic / career goals beyond hockey. Upon completion this will be forwarded to one of our academic advisor's depending on the player's academic success when arriving to the London Knights. A meeting will then be held to start the players Excellence in Education plan. This plan will outline the student's timelines for academic success, grade point targets and long term business goals, among others. See below for our Academic Advisor / Guidance Counselors contact information.

**London Knights Hockey Club**
99 Dundas Street
London, Ontario N6A 6K1
P: (519) 681-0800
F: (519) 668-7291

**Academic Advisors:**

High School Advisor:
Trish Hurley
(519) 933-4657
Trish.hurley@blytheducation.com

High School Guidance Counselor:
Lisa Castelhano
(519) 204-6016
lisacastelhano@blytheducation.com

Post-Secondary Advisor:
Robin Ellis
(519) 860-0498
rellis@uwo.ca

Post-Secondary Guidance Counselor:
Brandon Csendes
(519) 433-3491
Brandon.csendes@kings.uwo.ca

***Achieving academic success: Creating a web of support!***

Each player will be fully supported in their pursuit of academic excellence. All available resources will be involved in aiding each player's goals. The London Knights management, coaching staff, player's billets & families will be involved / informed of progress and areas for improvement with a weekly email outlining the status of each student-athlete. The London Knights Assistant General Manager and Academic Advisors work closely to assist and encourage each player that requires help in achieving their academic goals. Our web of support can aid players in the following ways:

1. Billet involvement to foster an environment of learning outside of the classroom and rink
2. Guidance counselor meetings for course selection
3. Weekly e-mails to track progress
4. Monthly review of grades
5. Extra tutor sessions for upcoming tests, projects, midterms and exams
6. Specialty tutor's for players needing help in specific courses

**London Knights Hockey Club**
99 Dundas Street
London, Ontario N6A 6K1
P: (519) 681-0800
F: (519) 668-7391

***Reaching Beyond Campus: Engaging in the Community!***

As mentioned, each player will have an introductory meeting with our academic advisors. Should a player decide not to pursue university or college they will be enrolled in our *"Engaging the Community"* program. Players in this program will be educated in various topics including, but not limited to:

1. Public speaking
2. Community Involvement
3. Media Training
4. Hospital Visits
5. Leadership courses
6. Trade courses
7. Standard First Aid Certificates
8. EMS First Aid
9. CPR Certificate
10. Personal Training Courses
11. Language Courses

This program will contribute in the development of life skills post hockey. It will help to develop leaders within our society and foster an environment of giving back to the community and those in need.

"Education is the most powerful weapon which you can use to change the world."
*Nelson Mandela*

# TABV

This is Exhibit "V" referred to
in the affidavit of David E. Branch,
sworn before me, this day of
December, 2015

A commissioner, etc.

Date: October 1, 2015
Attention: LAISHRAM, Christina

**Re: Mississauga Steelheads Hockey Club Academy Policy**

Christina,

Our hockey club strives to attain the academic goals which are as follows:

- Maintain or increase high school average of each player from his pre-OHL status
- Enroll all High School graduates in a certified College or University; or enroll in trade school
- Ensure transparency of academic status of all players to properly support players with academic tutors & school support systems.

Our hockey club supports the Canadian Hockey League's position that all high school students complete and pass a minimum of (2) courses per term. In addition, we promote & support for our post-secondary students to complete and pass at least (1) course per term. We are continuing to put programs into place to ensure that our hockey club meets & exceeds the expectations of the Canadian Hockey League.

Due to the few occasions where our hockey club has extensive road trips, all of our players are expected to attend to their academic institutions, high school & post-secondary following the day of a road game.

Our players are expected to maintain full academic attendance & participation throughout the Ontario Hockey League playoffs. However, should situations arise where attendance is not possible, then all efforts will be made by the hockey club to support the player in his academic studies while away; and communicate with the school to ensure continued academic success.

Should any member of the hockey club skip classes or show lack of commitment towards his school's academic expectations, then that player will be ineligible to play in any of our hockey club's Ontario Hockey League games until efforts have been made to correct the situation.

Sincerely,

James Boyd
Head Coach & General Manager
Mississauga Steelheads, OHL

*5500 Rose Cherry Place Mississauga ON L4Z 4B6*
*Tel. 905-502-7788 Fax. 905-502-0169*
*www.mississaugasteelheads.com*

# TABW

This is Exhibit "W" referred to
in the affidavit of David E. Branch,
sworn before me, this day of
December, 2015

A commissioner, etc.

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

www.niagaraicedogs.net

Niagara IceDogs Education Policy – 2015-2016

- Introductory statement to outline your club's academic goals

Every player on the Niagara IceDogs will graduate high school with an average higher then what they left their home school with. We do not accept complacency and refuse to allow a student's marks to drop upon joining our team.

- Team's position on course enrollment (Sched. B, Article 2.05)

Players on the Niagara IceDogs are mandatorily required to take a full course load while in high school, and are strongly encouraged to take a minimum of one post secondary class each semester while playing in Niagara; however this is not deemed to be mandatory.

- Team's position on school attendance post road trips

Attendance post road trips is mandatory, our assistant coach is present at the school every morning following a trip at 8am to ensure all players attendance.

- Team's position on school attendance during playoffs

Attendance is mandatory and as a hockey staff we correspond with the school to ensure all assignments and exams ect are being looked after appropriately.

- Team's position on skipped classes or lack of attendance/commitment by player toward school

If a player for the Niagara IceDogs skips or misses a class unexcused, then he misses our next club game, with no exceptions.

Sincerely,

Joey Burke
Assistant General Manager
Niagara IceDogs

# TABX

This is Exhibit "X" referred to
in the affidavit of David E. Branch,
sworn before me, this day of
December, 2015

A commissioner, etc.

NORTH BAY BATTALION
HOCKEY CLUB LTD.

## North Bay Battalion Academic Policy

### Academic Goals

To ensure all players graduate from high school with an Ontario Secondary School Diploma in a timely manner. Where possible, students should graduate in 4 years; individual students may be counselled to a 5 year plan in consultation with the player, the team, the school and the parents.

All players will be provided academic counselling and access to Post-secondary attendance at college or university and players are encouraged to take advantage of this opportunity. Information on other community or online based training/certifications will be provided upon request by the team personnel or academic advisor.

### Course Enrolment

All high school aged players who have not graduated are required to maintain a full schedule of at least 3 courses per semester. After graduation, students may request a reduced timetable at the principal's discretion.

Players attending college or university will take a reduced course load, in consultation with an academic advisor to allow for a course schedule that is suitable to the training and travel demands of the team.

### School Attendance

Players are expected to attend all classes as per the school attendance policy. The high school attendance office will be notified of the team's travel schedule. Students are expected to be in class following any road trip.

Where attendance issues arise, the academic advisor will inform the team of the issue. Weekly attendance monitoring of the player will be provided to the team and the player will be counselled regarding his attendance. Parents are also informed of any missed classes.

100 CHIPPEWA ST. W. • NORTH BAY, ONT. • P1B G62
PHONE: (705) 495 8603 • FAX: (705) 475 1673

# TABY

This is Exhibit "Y" referred to
in the affidavit of David E. Branch,
sworn before me, this day of
December, 2015

A commissioner, etc.

www.oshawagenerals.com

**Generals Hockey Inc.**

General Motors Centre
99 Athol Street East
Oshawa, Ontario L1H 1J8
Bus: 905-433-0900
Fax: 905-433-3967

Memorial Cup Champions
1939-1940-1944-1990-2015

The Oshawa Generals Hockey Club holds academics and being a student athlete in the highest regard. To ensure we prove this day after day, it is our goal to have every player that plays for the Oshawa Generals graduate with his High School diploma and help prepare that player for Post-Secondary education whether it is an introductory course or part time classes at Durham College, U.O.I.T. or Athabasca online.

## *Policy on Course Enrollment*

It is our position that we encourage all of our high school graduated players to enroll in at least part time studies at the above Institutions. With the support of the player's parents this is something that we feel is achievable. If the player and or parents do not wish to participate we can make a single course that doesn't involve a full commitment to be undertaken by the player.

## *Policy on School Attendance Post Road Trips*

We are very fortunate where we are located and it is our position that all players be in attendance for classes following a road trip where we get back to Oshawa at a sociable hour. If the return is outside a sociable hour it is our position that the player is allowed to miss period one and be in attendance for period two. It is very likely that the player will miss more school playing in his Minor Midget season as opposed to playing in the OHL for the Oshawa Generals.

## *Policy on School Attendance During Playoffs*

During the playoffs when there may be times when our players are required by the club to miss classes. With the assistance of our academic advisor and guidance counselor, it is our goal is to make sure the players have their assignments in order. I also send the school our monthly calendar so they are aware in advance if there is to be any missed classes due to our playoff schedule. If a test is scheduled we don't want to penalize the player for missing it and we hope to get the test re scheduled at the schools convenience. Last year during our run to the Memorial Cup we had our Academic Advisor present during the entire time we were in Quebec City.

## *Policy on Missed Classes*

While our players are enrolled at Maxwell Heights Secondary School I have the school inform me whenever a player is late or not in class. I also rely on the players and billets to inform me of any illness or reason for the player to miss a day of school. If a player has a medical appointment ie: dentist or doctor, we try at all cost to have this appointment made where our player doesn't miss school. If a player is subject to concussion protocol and is instructed by medical doctors to miss a certain amount of time in school. I make sure the school is fully aware of the situation and with the help of our Academic Advisor and Guidance Counselor we get the player back up to speed as to allow the player to slip behind in his studies.

All of these policies in place are fully endorsed from our ownership to the General Manager, Coaching Staff and the teams Academic Advisor. They are in place to ensure our players are getting the best possible school experience combined with being an elite athlete while playing for the Oshawa Generals.

**Roger Hunt** | Vice President | General Manager

Oshawa Generals

**1939, 1940, 1944, 1990, 2015**

**MEMORIAL CUP CHAMPIONS**

# TABZ

This is Exhibit "Z" referred to
in the affidavit of David E. Branch,
sworn before me, this day of
December, 2015

A commissioner, etc.

October 8, 2015

# OTTAWA 67's Education Policy 2015-2016

The Ottawa 67's organization believes in supporting the educational goals and expectations of its student athletes and their parents by providing them with exceptional education opportunities, resources, and access to an Academic Advisor prior, during and post season. Team management follow closely the progress of all high school players, while the graduates are encouraged to pursue College, University or interest courses. All players are recognized for hard work, and perseverance through monthly academic awards. It is the goal of the 67's that the players recognize that education and hockey are both important accomplishments.

To provide high school student / players with opportunities to graduate with an OSSD in 4 years. Provide opportunities for student / players to take courses and earn grades that are eligible for College and / or University entrance.

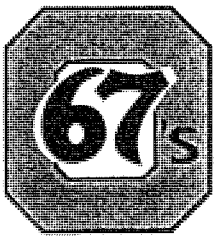
American Players whose parents prefer they complete a U.S. high school diploma, are registered for online courses from the U.S. and *where possible* take courses locally that can be given equivalency in their home State.

## Player Expectations: Academic

- High school student / players in grade 11 or 12 are required to take 6 credits per year.
- Blyth Academy (6 credits per season). Three terms of 2 credits per term plus online credit option to increase credit load to 7.
- Public / Catholic / French Language / Ottawa School Boards (3-4 credits per semester). A combination of 2 on campus courses and one online course done primarily done on campus.
- Online credits through Private e-schools (i.e. Virtual High School, Ottawa Carleton e-school).

## Team Expectations: Academic

- Identify academic areas of need and address on an ongoing basis.
- Ongoing private academic tutoring provided by the Team throughout the season for *any* player in need.
- Time management and organizational strategies by Academic Advisor for students in high school.
- In school peer tutoring costs covered by Team.



- Laptops are provided by the Team.
- Tuition costs, textbooks, supplies, field trips, covered by the Team.
- Costs covered by Team for private online (e-school) and on site.
- Regular parent updates throughout the Terms.
- Assist with the spring and summer with Course registration.

Team Expectations: Attendance

- Student / players are expected to be in school daily unless excused for illness or on a road trip.
- Daily attendance and prompt arrivals to school are mandatory. Late arrivals and absences are reported by the school admin to the Academic Advisor. Coaching Staff are notified for follow up.
- All illnesses preventing attendance at school are verified by the billet family and reported to: Head Trainer, the school, Academic Advisor and the Coaching staff. Players too ill to attend school are not to attend practice.
- On post road trip days, players are expected to be in school *unless* a late morning arrival time prevents them from having a 6 hour recovery sleep.
- Players are expected to attend the period 2 class if 6 hours is accumulated by sleeping in to the period 1 time.
- Assignments / instructional information of the missed classes will be made up with the assistance of the school staff in conjunction with the Academic Advisor.
- During playoffs, players *will* attend school whenever they are home. Every attempt will be made to keep the players up-to-date with school work during playoffs.

Team Expectations: College / University

- To provide and encourage all players with the opportunity to take College or University course(s); on campus or online in a degree program or as a Special Student *throughout the year.*
- Academic Advisor assists with course selection and registration.
- Academic Advisor arranges University / College visits and information sessions.
- Tuition and book costs are covered by the Team, providing the player earns the credit.
- Tuition is paid in advance of the credit earned.
- Provide academic support if needed.
- All high schools and online schools that the players attend.
- Liaise with University / College for exam deferrals.

Student Expectations:

Student / Players attending College or University are expected to:

- Attend all classes.
- Complete all assignments.
- Earn a passing grade.
- Notify Academic Advisor of exam dates / conflicts.

OTTAWA 67's Hockey Team

Jeff Brown
GM and Coach Ottawa 67's

# AA

This is Exhibit "AA" referred to
in the affidavit of David E. Branch,
sworn before me, this day of
December, 2015

A commissioner, etc.

OWEN SOUND ATTACK EDUCATION STATEMENT POLICY

The philosophy of the Owen Sound Attack is to participate in the development of young players from sixteen to twenty, and to help them progress toward achieving all their hockey and academic goals.

A formal commitment of our team towards the players and their parents would be:
-we want to make sure that the player benefits from the optimum development both on and off the ice
-develop his ability to play the game, his physical and mental condition
-continue a top-quality academic education that will allow the player to continue to go on and study normally after his internship in Owen Sound
-supply an academic advisor to work with and seamlessly blend second semester courses to any studies at the players home school
-a priority is given to register players for courses in class at West Hill High
-distance learning course would be considered as a secondary option with exception of special situations and with the education advisor as a tutor or course supervisor
- ensure follow-up with the player until the end of the school year

Our enrollment plan is for 100% of the eligible players to go to high school. We have dropped the ball in the past regarding post secondary students. We have since made changes and have a much higher number of post secondary players enrolled in various classes.

Post road trips are done with a time sensitive approach. We expect our boys at school and to have the same experience as their friends back in their home towns. Our expectations are that they are in school at every opportunity. The possibility to miss a class is there for sure.
Our position with school during play offs DOES NOT CHANGE.
Our position with poor attendance or skipped classes is that the boys are given an opportunity to explain but we are and have always been true to what I tell them and their parents in the summer. We hold the ability to take away game participation over all of their heads. We have played short in games before and will do so again in the future.
If you have any questions please call me.
Thanks for addressing this matter. I know it is of great concern to many.
Dale
***with a smaller school and a diminishing course options we are trying a different approach this season and so far it is a very big hit. We are expecting a couple of 16 year olds to possibly get all eight credits this season and graduate with all their friends back home next year.

172

Court File No. CV-14-514423

SAMUEL BERG v. CANADIAN HOCKEY LEAGUE. et al.
Plaintiff Defendants

315

*ONTARIO*
**SUPERIOR COURT OF JUSTICE**

Proceeding commenced at TORONTO

**DEFENDANTS' RESPONDING CERTIFICATION MOTION RECORD VOLUME I OF IV**

**Torys LLP**
79 Wellington St. W., Suite 3000
Box 270, TD Centre
Toronto, ON M5K 1N2
Fax: 416.865.7380

Trisha Jackson (LSUC #: 18466S)
Tel: 416.865.7323

Lisa Talbot (LSUC #: 44672I)
Tel: 416.865.8222

Irfan Kara (LSUC #: 65945J)
Tel: 416.865.7308

Lawyers for the Defendants

# BB

This is Exhibit "BB" referred to
in the affidavit of David E. Branch,
sworn before me, this day of
December, 2015

A commissioner, etc.

**PLAYER ACADEMIC DEVELOPMENT PLAN**

# Academic Development

The Peterborough Petes goal is ensure that each player maximizes his academic potential while playing for the Peterborough Pete. Players are given provided with resources that they may require in order to not only maintain, but to improve their academic standing while playing for the Petes. Regardless of the hockey playing future of our players, a strong academic background will allow players to pursue opportunities beyond their playing days. Players are expected to complete all required assignments on time and be prepared for all tests and exams.

At the start of each semester, a meeting is held with the Principal, Academic Advisor, Teachers, Players, General Manager and Head Coach, ensuring that all parties are aware of what the Peterborough Petes expectations are for players attending high school. Topics covered during this meeting include being punctual for class, making sure that players request notes for classes that they may be excused from due to travel, and ensure that players are familiar with deadlines for assignments, and dates of quizzes, tests and exams. Players are reminded that they are expected to adhere to all school rules, treating all staff and students respectfully.

Following each player's graduation from high school, players are encouraged to take post secondary courses through Trent University, Fleming College, or through online options in the fall & winter semester when they are in Peterborough. In the off-season, players are encouraged to take spring and summer courses by either remaining in Peterborough or by using the online options that are available.

The Peterborough Petes are committed to providing each player with the support required to assist them in achieving their academic goals.

| | 1st Semester - Fall | 2nd Semester - Winter | Spring/Summer | University/College Credits |
|---|---|---|---|---|
| Year 1 | Grade 11 | Grade 11 | | |
| Year 2 | Grade 12 | Grade 12 | University/College - 2 Courses | 1 |
| Year 3 | University/College - 2 Courses | University/College - 2 Courses | University/College - 2 Courses | 3 |
| Year 4 | University/College - 2 Courses | University/College - 2 Courses | University/College - 2 Courses | 3 |
| Year 5 | University/College - 2 Courses | University/College - 2 Courses | University/College - 2 Courses | 3 |
| | **Total University/College Credits earned while playing for the Peterborough Petes** | | | **10** |

**Note:** Traditional undergraduate bachelor degrees require 20.0 credits - each one-semester course at Trent is 0.5 credit. Therefore a player would earn 3.0 in a year by taking 2 courses in the fall, winter, and spring/summer while playing for the Petes and would have completed 2 full years of university.

**PLAYER ACADEMIC DEVELOPMENT PLAN**

Team's position on school attendance post road trips

- Should the team arrive home from a road trip extremely late, players will be excused from attending Period 1 classes
- In such instances team will forecast in advance so that teachers and players are able to plan ahead

Team's position on school attendance during playoffs

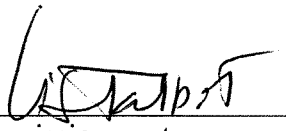
- Players are expected to attend school as usual
- Should team return home extremely late, policy as above will be implemented

Team's position on skipped classes or lack of attendance/commitment by player toward school

- During meeting with held with the Principal, Academic Advisor, Teachers, Players, General Manager and Head Coach at the start of each semester, players are reminded that they are expected to be punctual for class, make sure that they request notes for classes that they may be excused from due to travel, and ensure that they are familiar with deadlines for assignments, and dates of quizzes, tests and exams – should players not put the effort into studies and/or are repeatedly absent from or late for school without prior permission from the General Manager that they will not be considered for the line up.

# CC

This is Exhibit "CC" referred to
in the affidavit of David E. Branch,
sworn before me, this day of
December, 2015



A commissioner, etc.

HERE TODAY, NHL TOMORROW!

SAGINAW SPIRIT EDUCATION POLICY

The Saginaw Spirit Organization is driven to attain 100% enrollment of our players in the educational part of the process for their development as young men.

Whether it be high school, college, university or any of the courses and programs offered outside of the typical school environment the Spirit are encouraging and directing our players to continue to strive to attain higher levels of education.

Education is a priority for the Spirit Organization and we are very proud of the continuous improvement of our athletes attendance records over the past 3 years and we strive to continue to improve in this area and to become a top organization in the CHL when it comes to producing high level players and successful students in their pursuit of great careers both on and off the ice.

ENROLLMENT POSITION

The Spirit Organization encourage all of our players to attend secondary and or post-secondary educational institutions.

SCHOOL ATTENDANCE

(POST ROAD TRIPS)

The Spirit position on school attendance post road trips is as follows:

If the team arrives home 3 AM or later the player will be excused from school that day

We have already submitted a schedule, to the High School, of all days that will be missed by the players for the entire school year.

SCHOOL ATTENDANCE DURING PLAYOFFS

No change in attendance expectations from the above. All players attending schools etc. attendance is mandatory

TEAMS POSITION ON SKIPPED CLASSES / POOR ATTENDANCE ETC.

Players skipping class / poor attendance / lack of commitment towards school will face missed playing time / missed games / if the problem continues after the above discipline the player may face suspension from the team.

# DD

This is Exhibit "DD" referred to in the affidavit of David E. Branch, sworn before me, this day of December, 2015

A commissioner, etc.

# SARNIA STING JUNIOR "A" HOCKEY CLUB

www.sarniasting.com

(519) 542-4494 Fax (519) 542-2388 1455 London Road, Sarnia, Ontario, Canada N7S6K7

## SARNIA STING ACADEMIC POLICY

The Sarnia Sting Hockey Club's academic mandate is that all of our players to graduate high school in the same time period as their peers, to have all players either maintain or exceed the average they were achieving prior to joining our hockey club, and for all of our post-secondary players to begin working towards their University or College diploma as a member of our hockey club.

## COURSE ENROLLMENT

Our policy on course enrollment is that ALL of our players take a minimum of at least one course. All of our 99 and 98 born players are enrolled full-time at Northern Collegiate Institute and Vocational School as well as two 97 born players who are taking two courses at Northern to enhance their University compulsory grades.

All players who have previously graduated secondary school are required to take at least one post-secondary course either through online studies or at Lambton College.

We conduct three weekly "study hall" sessions for our post-secondary players. Each session is 1.5 hours at which time they work in a supervised setting to help complete their online studies and/or complete homework and assignments.

Further to study hall, we conduct one quiz each week with all post-secondary students to test and expand their knowledge of world history and current events taking place across the globe. We will also be conducting a Guest Speaker series with these players. Guest speakers will range from business professionals to long time volunteers with nonprofit organizations.

CONTINUED – PAGE 2

# SARNIA STING JUNIOR "A" HOCKEY CLUB

www.sarniasting.com

(519) 542-4494 Fax (519) 542-2388 1455 London Road, Sarnia, Ontario, Canada N7S6K7

## SARNIA STING ACADEMIC POLICY - CONTINUED

### ATTENDANCE

#### Post Road Trips

Following each road trip all players are expected to attend their first period class the next day. The **only** exception to this is when we play a mid-week game in Sault Ste. Marie and return back to Sarnia that evening. In those cases all players are asked to report to their second scheduled class of the day.

#### Playoffs

Most of our playoff games are scheduled Friday through Sunday. However on the occasion we have a home playoff game through the week, and with the cooperation of the high school, players will be excused from classes that day. All homework assignments and tests are still to be completed as scheduled however.

### SKIPPED CLASSES/LACK OF ATTENDANCE

We have a detailed attendance report emailed to us on a daily basis. This report also indicates when players are late for a class and how long they were late.

If a player is found to be skipping class it will result immediately in a meeting with the General Manager and the Head Coach of the hockey team. This will serve as his "first warning" which will be clearly communicated to the player. If this happens again the player will then begin to sit out games for every time this occurs. To help ensure this does not happen we have a retired volunteer who picks each player
up for school every morning and drops them off for class. This has been very successful for us as we know everyday that all players have been dropped off at school.

# EE

This is Exhibit "EE" referred to
in the affidavit of David E. Branch,
sworn before me, this day of
December, 2015

A commissioner, etc.

# SOO GREYHOUNDS HOCKEY CLUB

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

October 9, 2015

To Whom It May Concern,

It is our mission to create a world-class culture of champions: in the classroom, in the community, and on the ice.

As an organization, we are acutely aware that it is our duty to ensure that every young man who enters our program is given the guidance and resources to maximize his potential in each of those three areas. Everyone within the organization realizes that not all players will go on to secure lucrative professional hockey careers, and therefore does everything in our power to ensure that those who do not advance to the NHL or other pro leagues leave the team with a well-rounded education to fall back on.

The goal of developing solid hockey players on the ice and young men off the ice is something everyone strives to follow year-in and year-out.

Our Guidelines are as follows:

Any Player(s) who has 16 or less high school credits prior to September, must take at least 8 Credits during the upcoming school year. Player(s) with 24 credits are to take a minimum of 6 high school courses in their school year. Any player(s) with 26 or more high school credits may take any number of courses per semester that will complete his OSSD/ High school requirements for that school year.

Any player who have earned their high school diploma must take at least two post-secondary courses per semester during the current school year. If a player opts to enroll in our local trade school the courses must be at a minimum of 6 classroom hours per week.

The team's position on attendance post road trips is that all players are to be in class the next morning except for special circumstances IE, Late arrival due to weather etc.

The teams position on attendance during playoffs is the same as for regular season, all players are attending their regular classes outside of our team's travel for road games.

Our policy for any player that "skips" a class is that he will miss the team's next game.

# FF

This is Exhibit "FF" referred to
in the affidavit of David E. Branch,
sworn before me, this day of
December, 2015

A commissioner, etc.

240 ELGIN ST.
SUDBURY, ON
P3E 3N6

Phone: 705-675-3941
Fax: 705-675-3944
info@sudburywolves.com

**MAKE WAY FOR THE NEW!**

# SUDBURY WOLVES EDUCATION POLICY

The Sudbury Wolves Hockey Club is committed to supporting the team's players by providing an excellent learning environment so that every player is able to achieve academically to the best of his ability and to reach his personal educational goals.

In order to accomplish the above, the team will:

1. Have an educational consultant who will support the players in their academic endeavors by meeting and/or corresponding with all players and their families when they join the Sudbury Wolves Hockey Club.
    - Registering all players in appropriate secondary and post secondary courses
    - Meet and/or correspond with secondary teachers on a regular basis to discuss each player's progress
    - Monitor student achievement and attendance on a regular basis and advise the coach/manager of ongoing concerns
    - Communicate on a regular basis with the family of each player
    - Communicate on a regular basis with team management
    - Recommend tutoring for players with necessary
    - Complete all league forms when requested
    - Have a player complete an education plan each year
    - Maintain academic record for the team
    - Recommend that secondary students take a minimum of two credits per semester
    - Have all players complete a secondary school diploma as a minimum and encourage players to attend a community college and/or university
    - Support players in taking ILC courses and summer school in order to graduate on time.
    - Have all secondary school graduates take a minimum of one university or college course per semester.

2. Incur all educational costs of players including tutors, room and board, books, parking and activity fees while a player is playing for the Sudbury Wolves Hockey Club

3. Schedule practice time around regular school days and hours

4. Provide English language opportunities for non-English speaking players

5. The academic objective for secondary school students is to complete a 100% credit success rate

6. Encourage and provide opportunities for homework on road trips

7. Provide an area at the arena for players to work on academic work

8. Acknowledge academic achievement monthly and at the conclusion of the season (i.e. Awards & Trophies)

9. Provide non-school activities to develop communication and personal growth (e.g. school and community events – hospital visits, speaking to elementary students)

# GG

This is Exhibit "GG" referred to in the affidavit of David E. Branch, sworn before me, this day of December, 2015

A commissioner, etc.

# Academic Policy

*The Windsor Spitfires value and respect the commitments made by both players and families to the Ontario Hockey League and their teams. It is the intent of the Windsor Spitfires to support the student athletes with the very best learning environment be it in high school or any post secondary institution. With a dedicated academic advisor for secondary school and one for post-secondary, along with a tutor on hand, we have facilitated the pathway so that every athlete may achieve his personal educational goals.*

HIGH SCHOOL POLICY:

- Students are tracked by the school administration and absences and lates are reported to our on-site academic advisor who then forwards the report to the coaching staff.
- Absences from injury or illness are communicated to the school by the trainer and coaching staff.
- Skipped classes or tardiness is reported to the coaching staff who use a progressive discipline process which may involve anything from extra work, to being scratched from the line-up.
- For extended road trips, the coaching staff notifies the on-site academic advisor in advance of any missed school time. The advisor advises the school attendance office.
- As in any school field trip or school sporting event, the student is responsible for accessing missed work from, and communicating with, their teachers.
- Late check-ins due to return from long road trips (early morning arrival) are at the discretion of the coaching staff who notifies the academic advisor on the way home. Again students are responsible for catching up on any missed work.
- During playoffs, students must attend classes as normal with the exception of series which involve extended travel time. At that time the coaching staff would communicate the travel itinerary with the academic advisors who would assist in communication and accessing work from the students respective teachers.

POST-SECONDARY POLICY:

- All grade 12 students work with their guidance counsellors to begin the application process (OUAC / OCAS). The team covers any applicable fees.
- The post-secondary academic advisor meets with graduating seniors prior to the conclusion of the season to discuss and encourage post-secondary planning.
- Players are encouraged to attend post-secondary school but may opt-out with the approval of their parents. The "Post Secondary Opt-Out forms" are signed by player, parent, the general manager and academic advisor.
- In the event that the player has reached the age of consent, the player agent may sign on behalf of the parent.
- Players who do enroll in post-secondary education have the option of 3rd party billing with the team being invoiced by the institution.
- Once a player is enrolled, they complete a commitment form which is signed by the player, the parent, the general manager and the academic advisor.
- The student must also complete a "post secondary self assessment form" periodically throughout the school term.
- Should the student be struggling or falling behind, they would meet with the academic advisor and the general manager in order to develop intervention strategies.

**Please find appendices A1, A2, B, C, D "Post-Secondary Forms" attached**

## POST SECONDARY SELF-ASSESSMENT SURVEY

Name _____ School: _____ Date: _____

Course name _____ Course Code: _____

Time & Location of Class:_____

Professor's Name: _____

Class attendance: (on-line courses require a minimum of 1 hour a day or 7 - 8hrs per week)

- o A) I am attending classes regularly
- o B) I have missed only 1 class
- o C) I have missed more than 1 class
- o D) I am having difficulty making it to classes

Course content:

- o A) I am currently able to comprehend and understand course content
- o B) I have a moderate understanding and comprehension of course content
- o C) I must read or practice course content regularly in order to fully comprehend
- o D) I am currently struggling to comprehend and understand course content

Assistance/tutoring

- o A) I have little or no need for assistance or tutoring in this course
- o B) I would benefit by the assistance of a peer assistant or tutor
- o C) I need to acquire the services of a peer assistant or tutor
- o D) I will not be successful unless I work diligently with the assistance of a peer or tutor

Assignments

- o A) I have submitted all course assignments to date
- o B) I am slightly behind on class assignments
- o C) I need to submit work now in order to be caught up
- o D) I have fallen drastically behind and need to set time aside to get caught up

Grading

- o A) I have scored well on previous assignments & tests
- o B) I have scored lower than expected on recent tests & assignment
- o C) I need to show drastic improvement on my next evaluation to become successful
- o D) I am currently in jeopardy of losing this credit due to failing grades

Goals

- o A) I plan on continuing with the effective routines in order to continue to be successful
- o B) I plan on improving my time management to become successful in this course
- o C) I will meet with my Academic Advisor to create an action plan for success in this course
- o D) I plan on failing or withdrawing from this course **and paying all financial penalties involved*

* *See Post-Secondary Commitment Form line* 4.b

## SURVEY SCORING SYSTEM

- **(A) 5 points**
- **(B) 3 points**
- **(C) 2 points**
- **(D) 1 point**

## RESULTS

**26 - 30 points** – *Heading for academic recognition*

**17 - 25 points** – *Getting by O.K*

**11 - 16 points** – *HELP ME!*

**6 - 10 points** – *Meet with G.M. to discuss payment of tuition fees*

***"A man doesn't make excuses in life, he makes choices."***

## Action Plan *"If you fail to plan, you plan to fail"*

TODAY: _____

TOMORROW: _____

NEXT WEEK: _____

WEEKLY: _____

DAILY: _____

**Windsor Spitfire Post-Secondary Academic Advisor**

**John Laporte – cell # (519) 567-2487 – john_laporte@wecdsb.on.ca**

## Post-Secondary Commitment Form

The Ontario Hockey League values and respects the commitments made by both players and families to the League and their teams. It is the intent of the Ontario Hockey League to support the student athletes with the very best learning environment. In this way, it is hoped that every athlete may achieve his personal educational goals. To accomplish this, the League has adopted the following expectations:

1. Teams will incur all educational costs of players including tuition, room, books and board while playing for their OHL team.
2. Players are encouraged to pursue post-secondary pathways.
3. All educational needs will be addressed promptly and strategies developed to ensure academic success for all players in consultation with the team's Academic Advisor.
4. All players enrolled in educational programs are expected to participate fully in all classes and strive to maintain a passing grade.

By signing below, I, _____ am acknowledging that:

a) The Windsor Spitfires have paid for my tuition, books and any other supplies in order for me to enroll in the following courses at the following post-secondary institution for the __ _____ semester of the _____ school year.

| Courses: | Institution: |
|---|---|
| _____ | _____ |
| _____ | _____ |

b) Normally, the Windsor Spitfires require players to reimburse the team for any educational expenses for courses where they did not receive a passing grade.
c) I also understand that any exception to this policy will be made in consultation with the GM, Player, Parent/guardian and Academic Advisor(s) of the team.
d) In accordance with league policy, it is my responsibility to participate fully in all classes, to notify an Academic Advisor of the Windsor Spitfires if I am encountering any difficulties, and to make use of resources to support my academic success provided by the post-secondary institution I am attending.

Player Signature: _____ Date: _____

Parent/Guardian: _____

General Manager: _____

Academic Advisor: _____

## Post-Secondary Opt-Out Form

The Ontario Hockey League values and respects the commitments made by both players and families to the League and their teams. It is the intent of the Ontario Hockey League to support the student athletes with the very best learning environment. In this way, it is hoped that every athlete may achieve his personal educational goals.

By signing this form, I/we are acknowledging the following:

1. The Windsor Spitfires have encouraged me (_____) (name of player)

   to participate in a post-secondary educational program while playing hockey in the Ontario Hockey League.

2. I have discussed some options with the team's Academic Advisor.
3. I understand that the Windsor Spitfires would incur all my educational costs as long as I participated fully in my educational program.
4. I, in consultation with my family, have decided not to participate in a post-secondary educational program for this season.

Name: _____

(print name)

Signature: _____

Date: _____

Parent/Guardian

Signature: _____

Academic Advisor

Signature: _____

Coach/GM

Signature: _____

**Windsor Spitfires Hockey Club**
8787 McHugh Street Windsor, Ontario N8S 0A1
Phone: (519) 254-5000 Fax: (519) 254-9257

# INFORMATION DISCLOSURE FORM

The Windsor Spitfires and the Ontario Hockey League believe that each player make a commitment to do his best to maintain passing grades in their academic endeavours during their junior hockey careers.

The Windsor Spitfires may wish to be informed of the player's academic progress, attendance and evaluation results in school, regardless of their age.

By signing this Information Disclosure form, you, the player, are authorizing the Windsor Spitfires to access your progress evaluations, reports, as well as other student records even after the age of 18 years. You are also granting the Windsor Spitfires and their Academic Advisors the authority to sign on your behalf when withdrawing from school here in Windsor.

Player Name (please print):

_____

Player Signature:

_____Date:_____

(under the age of 18)

Parent/Guardian Name (please print)

_____

Parent/Guardian Signature:

_____Date:_____

Appendix D

# HH

This is Exhibit "HH" referred to
in the affidavit of David E. Branch,
sworn before me, this day of
December, 2015

A commissioner, etc.

## IMPORTANT NOTICE TO PLAYER

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

1. Before signing this agreement you should:
a) obtain independent legal advice to enable you to fully understand and appreciate your rights and obligations under this agreement; and
b) make sure that all terms and conditions agreed upon by you and the Ontario Hockey League Club are reduced to writing and contained in this agreement.
2. The Ontario Hockey League will only approve agreements which are:
a) written on its standard agreement form;
b) signed by both the Player and the Ontario Hockey League Club; and
c) filed together with either the certificate of independent legal advice or waiver thereof in the prescribed form with the Ontario Hockey League Office.
3. Three copies of the signed agreement shall be forwarded to the Ontario Hockey League Office for approval and registration. One copy will be retained by the Ontario Hockey League. Two copies will be returned to the Ontario Hockey League club and the Ontario Hockey League club shall immediately deliver one copy to the Player. If the agreement is not approved with ten (10) days from the date on which it is actually received in the Ontario Hockey League Office (except with respect to agreements received in the month of July which shall be deemed to be received on August 1st for the purposes hereof), it shall be deemed to be null and void and both the Player and the Ontario Hockey League club will be relieved of their mutual obligations.
4. Except as otherwise provided by the By-Laws of the Ontario Hockey League, no Player shall be permitted to participate in an Ontario Hockey League regular season or playoff game unless such Player has signed the standard agreement form and it has been filed with and approved by the Ontario Hockey League.

## NOTICE TO LEGAL ADVISOR

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

ONTARIO HOCKEY LEAGUE

## OHL STANDARD PLAYER AGREEMENT FORM

**1. PARTIES TO THE AGREEMENT**

(a) Agreement between (Name of Club) _____ (The "Club"), a member of the Ontario Hockey League (the "OHL") which is a member League of the Canadian Hockey League ("CHL"), and (name of Player) _____ ("the Player").

(b) It is expressly acknowledged and agreed by the parties involved that the Player is an amateur athlete who is encouraged to continue the Player's education while also being schooled and trained in the game of hockey. The parties agree that this Agreement is not a contract of employment between the Club and the Player and nothing in this Agreement shall constitute the parties as employer/employee, or as agents, partners, or co-venturers of each other.

It is also expressly acknowledged and agreed that:

(i) the Player has exceptional skills and abilities with respect to playing hockey;
(ii) the Club wishes to contribute to the development of the Player's skills and abilities and to provide training in the game of hockey while encouraging the Player to continue the Player's education;
(iii) the OHL and the Player have agreed to enter into this Agreement for their mutual benefit in accordance with the terms and conditions herein; and
iv) nothing in this Agreement detracts from the Player's ability to earn income from other sources and activities, during the off season or otherwise, provided such activities do not interfere with the Player's obligations under this Agreement.

**2. TERM OF THE AGREEMENT**

a) The Player hereby agrees to play hockey with the Club, subject to the terms of this Agreement, for a period of _____year(s), beginning on the _____ day of _____, 20_____ and ending on the _____ day of _____, 20_____.

b) The Player hereby grants to the Club the option to be exercised by notice in writing to the Player on or before the 31st day of August, 20_____, to extend this agreement and the Term for a further year being the year of the year of the Player's over-age eligibility on the same terms and conditions as set out herein.

**3. DUTIES OF THE CLUB**

3.1 Any and all amounts received by the Player under this Agreement shall be strictly and solely provided for and related to educational payments and reimbursement of certain expenses as defined, and at the times set forth, in the Schedules hereto. The Club shall reimburse the Player for certain expenses incurred by the Player in respect of the travel, educational, training or living expenses in accordance with the Schedules hereto.

3.2 The Club hereby accepts and obliges itself to furnish to the Player the means to develop the Player's hockey-playing abilities for the purpose of becoming an accomplished hockey player, all as set out in Schedule A subject to the Club's evaluation and determination of its needs and the extent to which the talent of the Player suits those needs.

3.3 The Club shall register the Player to a Hockey Canada Playing Card.

3.4 The Club shall allow the Player to participate in all try-out camps and games conducted by the Player's respective National Junior Team, Under 18 Team or Under 17 Team,

CHL Prospects Game, CHL All-Star Game and any other League sanctioned event under the policies that have been established by Hockey Canada, IIHF or CHL / OHL. Participation in these camps or games will not affect any party's obligations under this Agreement.

3.5 The Club shall provide to the Player the benefits of the OHL Concussion Safety Management Program, including baseline testing to assist Team Physicians in their decisions about a Player's health and fitness upon experiencing a concussion.

3.6 The Club shall support and subscribe to the Canadian Hockey League's Education and Anti-Doping Program, including an On-Line Education Course.

**4. OBLIGATIONS OF THE PLAYER**

4.1 The Player agrees to perform to the best of the Player's abilities as a hockey player in all games leading to the championship of the OHL, the All-Star Game, the pre-season games, playoff games, games of the series of the Memorial Cup and such other games as may be sanctioned by the OHL. The Player agrees not to participate in any other hockey games without the prior consent of the Club, which consent shall not be unreasonably withheld. The Club will consent to participation by the Player in the Hockey Canada Program of Excellence (or any successor program sanctioned by the OHL) provided such participation does not unduly interfere with the Club's ability to obtain a playoff spot, the Club's playoffs or the Club's ability to win a regular season championship.

4.2 The Player further agrees to:

a) Report to the Club's training camp in good physical condition, at the time and place designated by the Club;

) Maintain a good physical condition at all times throughout the Club's season;

c) Devote the Player's hockey playing abilities as a hockey player exclusively to the Club during the Term;

d) Co-operate and participate in the promotional activities sponsored by the Club and / or the OHL in the best interests of the Club and of hockey;

e) Behave, at all times and under all circumstances, whether on or off the ice in a manner consistent with good standards of honesty, morals, fair play, and the rules of the OHL and the Club, and never to adopt behaviour which could be detrimental to the well-being of the Club, the OHL or hockey in general;

f) Use the equipment and supplies, including without limitation uniforms, skates, helmets and protective gear provided by the Club in accordance with OHL / CHL agreements;

g) Use the Player's best reasonable efforts to remain in school and to pursue an education while playing for the Club, it being understood that the OHL and its member Clubs promote and support the concept of players pursing their educations to the maximum reasonable extent;

h) Adhere to the Canadian Hockey League's Drug Education and Anti-Doping Policy, a copy of which is available from the OHL;

i) Give full cooperation to the Enforcement Officer in connection with any inquiry or investigation being conducted by the Enforcement Officer on behalf of the League;

j) Make promotional appearances representing the Club, the frequency, times and places of such appearances to be reasonably agreed upon by the Club and Player; and

k) Abide by the Standard Rules and Regulations as they pertain to all players of the Club, which may include, without limitation, prohibition against the use of illegal drugs, abuse of alcohol, continued lateness at curfew, absence from school and leaving the Club without the Club's consent.

**5. PUBLICITY**

5.1 The Club recognizes that, except as contemplated hereby, the Club shall not restrict the Player in the personal use of the Player's Image.

5.2 The Club further recognizes that it does not have the right, except as contemplated hereby, to utilize the Player's Image in connection with committing the Player to any endorsements of particular products and / or services without the Player's prior consent, provided, however, that the Club may use the Player's Image as contemplated in this Agreement and to recognize the sponsor of any OHL, CHL or Club award of which the Player is the recipient.

5.3 The Player hereby assigns irrevocably to the Club and the OHL and any licensees of the Club and the OHL on a non-exclusive basis, all rights to the Player's name, image likeness, signature, statistical record and biographical information (collectively the Player's Image) and understands and accepts that the Club or the OHL may authorize, or otherwise license, any individual firm or corporation to take any pictures, films or any other images of the Player. The Player recognizes that all rights in such pictures, films and other images shall be the sole property of the Club or the OHL and that either the Club or the OHL may use or distribute such material in any manner as they see fit and that such use or distribution by the Club or the OHL may take place either during the Term or thereafter.

5.4 The Player further acknowledges and accepts that, in consideration of being permitted to play hockey in the OHL and in consideration of the benefits derived by the Player under this agreement, the Player hereby consents and agrees to the use by or on behalf of the OHL, the CHL and the Club and their agents, licensees, contractors, successors and assigns, of the Player's Image in connection with the manufacture, sale, distribution, marketing and advertising of souvenir material or memorabilia of the OHL, the CHL and the Club, including without limitation, hockey cards. In furtherance of the foregoing, the Player hereby agrees upon reasonable request, to pose in his hockey equipment from time-to-time for such photography sessions as may be required by or on behalf of the OHL, CHL or the Club in connection with such souvenir material and memorabilia.

5.5 It is acknowledged by the parties that the proceeds from the sale of souvenir materials and memorabilia shall be used, in part, to fund the educational payments and reimbursements of certain expenses set forth in the Schedules hereto.

5.6 The Player hereby agrees not to use the Player's Image in conjunction with the OHL's, the CHL's or the Club's logos, trademarks or copyrights except with the OHL's the CHL's and / or the Club's written authorization.

**6. ACKNOWLEDGEMENT**

6.1 The Player acknowledges that the Club's contributions under this agreement, including but not limited to educational payments, reimbursements of certain expenses, facilities, equipment, coaching, opportunities and

services are an essential part in the development of the Player's hockey skills and abilities. The Player further acknowledges that the Club's contribution is valuable to the Player in helping the Player prepare for sought after professional hockey positions.

**7. MEDICAL EXAMINATION**

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

**8. PHYSICAL CONDITION AND INJURY**

8.1 If the Player is disabled or unable to perform under this agreement, the player shall submit himself for medical examination and treatment by a physician selected by the Club. When such examination and treatment is made at the request of the Club, it shall be at the Club's expense (unless made necessary by some act or conduct of the Player contrary to the terms and provisions of this agreement).

8.2 If the Player, in the sole judgment of the Club's physician is disabled or is not in good physical condition at the commencement of the season or at any subsequent time during the season so as to render him unfit to play skilled hockey, (unless such condition is the direct result of playing hockey for the Club), then it is mutually agreed that the Club shall have the right to suspend the Player for such period of disability or unfitness, and no reimbursements shall be payable for that period under this agreement.

8.3 If the Player is injured as a result of playing hockey for the Club, the Player shall fully utilize all insurance and medical benefits which the Player or his family has or to which he may be entitled. The Club shall take out and maintain for the benefit of the Player and the Player shall receive the appropriate benefit of the Hockey Canada National Comprehensive Insurance Programme, a summary of which shall be available from the Club or the OHL.

8.4 If the Player is injured as a direct result of playing for the Club, and the injury renders him, in the sole judgment of the Club's physician, unfit to play skilled hockey for the balance of the season or any part thereof, then, during such time as the Player is unfit, but in no event beyond the end of the season in which the injury occurred, the Club shall pay the Player the reimbursements of certain expenses as provided for in the Schedules hereto and the Player releases the Club from any and every additional obligation, liability, claim or demand whatsoever known or unknown.

8.5 If, upon joint consultation between the Player, the Club's physician and the Club's representative, they are unable to agree as to the physical fitness of the Player to return to play, the Player agrees to submit for examination by an independent medical specialist and the parties hereto agree to be bound by the decision of such independent specialist. If the Player is declared to be physically able to play and refuses to do so the Player shall be liable to immediate suspension without benefits.

**9. RECOURSES OF THE CLUB**

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

**10. TRANSFERABILITY OF AGREEMENT**

10.1 It is mutually agreed that the Club shall have the right to sign, exchange and transfer this agreement to any other OHL Club and the Player agrees to accept and be bound by such exchange, assignment or transfer and will faithfully perform and carry out this agreement with the same purpose and effect as if it had originally been entered into by the Player and such other Club. Such assignment, exchange or transfer may be by way of a transaction between Clubs or by way of a Player draft sanctioned by the OHL.

10.2 It is further mutually agreed that in the event that this agreement is assigned by the Club to another Club the Club shall, by notice in writing delivered personally to the Player or by mail to the address set out below the Player's signature, advise the Player of the name and address of the Club to which the Player has been assigned, specifying the time and place that the Player must report to such Club. If the Player fails to report to such other Club at the directed time the Player may be suspended by such other Club and no reimbursements or other financial benefits shall be payable to the Player during the period of such suspension.

10.3 When this agreement has been assigned, the Club or any Club to which the Player may be assigned shall pay the reasonable and necessary travel costs of the Player in reporting to the assignee Club.

**11. TERMINATION BY PLAYER**

11.1 If the Club is in default of any payments or other benefits rightfully due to the Player as provided in this Agreement or in performing any other of the Club's obligations under this agreement, the Player may by notice in writing to the Club and to the OHL specify the nature of the alleged default. If the default has not been remedied within fifteen (15) days from the receipt of such notice by the Club and the OHL, this agreement may be terminated by the Player by notice in writing to the Club and the OHL on the sixteenth (16th) day following the Club's receipt of such notice and all of the obligations of the parties shall cease, except for the obligation of the Club to pay the Player's educational payments and reimbursements of certain expenses to the date of termination.

**12. TERMINATION BY THE CLUB**

12.1 The Club may terminate the present Agreement (subject to paragraph 12.2) upon notice to the Player in any of the following cases:

a) if the Player defaults, or refuses or neglects the Player's obligations agreed upon in this agreement;

b) if the Player defaults, or refuses or neglects to obey the rules established by the OHL or the Club concerning training and the conduct of Players;

c) if the Player fails, in the sole opinion of the Club, to

demonstrate sufficient skill and ability to deserve a position as a Player with the Club; or

d) if the Player is expelled from the OHL or suspended by the OHL for a period of one year or more.

12.2 If the Club terminates this agreement pursuant to paragraph 12.1(c) and if the Player is attending a post-secondary educational institution at the time the Club terminates this agreement, the Club shall pay the Player's room and board until the end of the then current school semester on the condition that the Player cannot reasonably pursue the same studies at the place of the Player domicile. All other reimbursements of certain expenses and other obligations to the Player immediately cease upon the termination of this agreement by the Club.

12.3 After such termination as provided in paragraph 12.1, the Club acknowledges that the Player is free to enter other hockey player agreements with organizations other than the Club; provided however that the Player may not enter into a hockey player agreement with a CHL team other than the Club as long as the Player is included on the protected list of the Club in accordance with the OHL By-Laws.

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

13.1 In the event of the Player's suspension by the Club pursuant to any provision of this agreement, at the option of the Club, the Club may for the period of suspension withhold reimbursements that may otherwise be due to the Player under this Agreement.

**14. LEAGUE CONSTITUTION AND BY-LAWS**

14.1 The Club and Player severally and mutually promise and agree to be legally bound by all the terms and provisions of the Constitutions, By-Laws and Regulations of the OHL from time-to-time. A copy of such documents shall be open and available for inspection by the Club and Player at the main office of the OHL and at the main office of the Club.

14.2 The Club and the Player further agree that any unresolved dispute between the parties shall be referred to the Commissioner of the OHL within one year from the date such dispute arose for arbitration. The Commissioner's decision shall be accepted as final and binding by both parties.

**15. APPROVAL BY OHL COMMISSIONER**

15.1 This agreement, if not inconsistent with the OHL Constitution, By-Laws and Regulations, shall be valid and binding upon the Club and the Player immediately upon its execution. The Club agrees to file this agreement with the OHL Commissioner within ten (10) days after its execution

15.2 If pursuant to the OHL Constitution, By-Laws or Regulations, the Commissioner disapproves this agreement within ten (10) days after its filing in his office (except if this agreement is filed in the month of July, in which case the agreement shall be deemed for the purposes hereof to be filed on August 1st), this agreement shall immediately terminate and be of no further effect and the Club and the Player shall be relieved of their respective rights and liabilities hereunder.

**16. TOTAL AGREEMENT**

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

**17. GOVERNING LAW**

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

**18. HEADINGS**

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

**19. SEVERABILITY**

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

**20. ASSIGNABILITY**

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

**EXECUTION BY PARTIES**

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

SIGNED SEALED AND DELIVERED IN THE

_____ _____

PRESENCE OF Name of Club

_____ _____

Witness By: Authorized Signing Officer

(Title:_____)

_____

Signature of Player

_____

Home Address of Player

_____

_____

_____

Date of Birth of Player

_____

Player's Social Insurance Number

ACKNOWLEDGMENT OF PARENT OR GUARDIAN OF PLAYER

'We, _____,
parent(s) or guardian(s) of _____
(the "Player") a Player signing the Standard Player Agreement with the Ontario Hockey League Club _____
(the "Club") hereby acknowledge that:

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

5. After due deliberation and having sought whatever advice I / We deem appropriate, I / We acknowledge that the Standard Player Agreement being signed by the Player is, all things considered, for the benefit of the Player and I/We approve of it.

_____ _____
Witness (Signature of Parent or Guardian)

_____ _____
Witness (Signature of Parent or Guardian)

_____ _____
Date Home address of Parent/Guardian

_____

_____

_____

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

**CERTIFICATE OF INDEPENDENT LEGAL ADVICE**

I, _____ a
member of the bar of the Province / State of _____,
hereby acknowledge that:

1. I have been consulted by _____ (Player's name) as to the advisability of his signing this Standard Player Agreement.
2. I am not acting in any way on behalf of the Club or the OHL and am consulted by the Player and have advised him independently of the OHL, the Club or their officers and employees. I have placed the Player's position and the consequents of his signing this Standard Player Agreement fully and plainly before the Player and the Player declared that the Player fully understood the nature and effect of the said Standard Player Agreement and acknowledged that the player is executing it freely and voluntarily and as the Player's own act and deed without any fear, threat, influence or compulsion of, from or by the OHL, the Club, or their officers and employees.

_____
(Signature of Lawyer)

**WAIVER**

The Player acknowledges that the Player has been advised that the Player should obtain independent legal advice. The Player has decided not to obtain this advice. In arriving at this decision, the Player has not been subjected to any duress or influence on the part of the Club or the OHL.

_____ _____
Witness (Signature of Player)

**APPROVAL BY COMMISSIONER**

I hereby certify that I have, on this date, received, examined, approved and noted on record the within agreement and that it is in regular form.

Dated at _____ this _____ day of _____, 20_____.

_____
Commissioner
Of the Ontario Hockey League

SCHEDULE A

1. REIMBURSEMENTS

.1 The Club shall pay (in the currency of the country in which the Club is situated) to the Player, the following reimbursements of certain of the Player's expenses and honoraria under this Agreement

| Season | Amount | Timing of Payment |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

The Player understands that the list of the player's expenses may be subject to review.

1.2 Payment of the reimbursement of certain expenses to the Player shall be made from commencement of Training Camp. Payments of reimbursements of certain expenses shall continue for the season and the playoffs and shall end on the date of the last scheduled game of the Club. If the Player is not required for the entire period of the regular schedule and playoffs, the partial reimbursement of expenses need not be paid for the period during which such duties are not required.

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

a) room and board for the Player in each year of this Agreement from the commencement of Training Camp until the completion of the Club's schedule, including playoffs; or at the Player's option, to the end of the school year if the Player continues to reside in the community and attend school as a full time student in the community in which the team plays; provided that the Club's responsibility for room and board terminates at the completion of the playing season including playoffs for the Club if the Player decides to return to the Player's Parent's home, or another community to complete schooling;

b) Reasonable traveling, lodging and meal expenses for the Player while traveling on the road for the Club in other than the Club's home municipality; and

c) The cost of maintaining for the Player the benefits of the Hockey Canada National Comprehensive Insurance Programme, a summary of which shall be available from the Club or the OHL;

d) the Player's reasonable and approved transportation costs each year for reporting to Training Camp from the Player's home, to and from the Player's home for the Christmas Break, and to the Player's home at the conclusion of the Player's academic year, or athletic year with the Club, which ever is later; provided that the Club shall also pay all approved transportation costs for any travel required at the Club's request to and from the Player's home for any other events or appearances;

e) all reasonable medical and dental fees in accordance with the National Insurance Program as provided in the Hockey Canada National Insurance Policy while the player is playing for the Club that are not covered by any parental or personal medical, dental or eye care plans that may be in effect, excluding, however, the cost of prescription eye glasses;

f) reimbursements of certain expenses against receipts provided under the terms of the Ontario Hockey League Standard Players Agreement and such other standard additional reimbursements of certain expenses as are provided to the other members of the Club including, without limiting the foregoing, the maximum monthly reimbursement of Four Hundred and Seventy Dollars ($470.00), save and except an overage player who will be entitled to receive a maximum monthly reimbursement of Nine Hundred Dollars ($900.00) from the commencement of Training Camp until the conclusion of the Club's schedule, including the playoffs; and

g) payment of the annual premium for providing 24 hour, 12 month, on or off ice, Career-Ending Insurance that shall provide coverage to the player in the event that the player suffers an injury which prevents the player from pursuing a professional hockey career. The annual premium payment for such policy will not exceed $500.00 and shall be made by the Club to the parents, who shall in turn be responsible for arranging or placing the policy with an insurance carrier of their choice on behalf of the Player, with such policy naming the Player as beneficiary. The Club agrees to reimburse the parents for the cost of such insurance policy up to a maximum of $500.00 upon receipt of documentation on an annual basis, satisfactory to the Club, confirming the amount of such premium, and the fact that the insurance coverage has been secured.

**2. OBLIGATION TO PLAYER DEVELOPMENT: DUTIES OF THE CLUB**

2.1 The Club agrees to provide the Player with:

a) training facilities and full playing equipment, including sticks and skates of the Player's choice within the Canadian Hockey League Licensed Supplier Agreements ;

b) professional training, including supervised training periods and coaching in the fundamentals of hockey;

c) subject to the Club's evaluation and determination of its needs and the extent to which the talent of the Player suits those needs, the opportunity to demonstrate the Player's talent and playing abilities to the public, the media, professional coaches or scouts;

d) an opportunity to initiate a hockey career (at the end of his junior experience) by making all relevant data, information and / or statistics about the Player available to professional hockey organizations or others who may indicate an interest in the Player's career;

e) appropriate medical supervision for games in which the Player participates on behalf of the Club; and

f) eligibility for up to One Thousand Dollars ($1,000.00) per year in reimbursements for the cost of the Player's off-season training/development program against documented receipts in accordance with the OHL policy.

**3. PLAYER HONORARIUM BASED ON TEAM PERFORMANCE**

3.1 The Club shall pay to the Player, in the currency of the country in which the Club is situated, the following standard Player honorarium:

i) each Player is to be paid One Hundred Dollars ($100.00) if the Player's team wins the first round of the playoffs;

ii) each Player is to be paid an additional One Hundred and Fifty Dollars ($150.00) if the Player's team wins the second round of the playoffs;

iii) each Player to be paid an additional Three Hundred Dollars ($300.00) if the Player's team wins the third round of the playoffs; and

iv) each Player is to be paid an additional Four Hundred and Fifty Dollars ($450.00) if his team wins the fourth round of the playoffs.

**SCHEDULE B**

# SCHEDULE "B" TO THE ONTARIO HOCKEY LEAGUE

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

THIS AGREEMENT MADE IN TRIPLICATE THIS _____ DAY OF _____, 20__.

AMONG:

(Hereinafter called the "CLUB)

OF THE FIRST PART

AND:

(hereinafter called the "PLAYER")

OF THE SECOND PART

AND:

(hereinafter called the "PARENTS")

1.00 WHEREAS:

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

1.02 AND WHEREAS the Player is an amateur athlete who has exhibited exceptional hockey skills;

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

1.04 AND WHEREAS the Club is desirous of the Player playing for the Club and requires the Player to be registered to a Hockey Canada Playing Card (the "CARD") with the Club or affiliate card and an Ontario Hockey League Standard Player Agreement (The "SPA");

1.05 AND WHEREAS by being registered to the Card and playing with the Club, the Player will be foregoing certain opportunities to obtain athletic scholarships and other educational funding for his post secondary education;

1.06 AND WHEREAS the Player may suffer an injury during the currency of that agreement which prevents the Player from pursuing a professional hockey career or may choose not to pursue a professional hockey career;

1.07 AND WHEREAS the Club, the Player and the Parents have reached an agreement with respect to educational training and advancement for the Player while he is playing for the Club;

1.08 AND WHEREAS the Player wishes to play hockey for the Club and the Club wishes that the Player plays hockey for the Club in accordance with the terms hereof;

1.09 AND WHEREAS the Club wishes to encourage the Player to continue the Player's education, complete high school and commence the first year of post-secondary education while developing hockey skills and being trained in hockey with the Club.

NOW THEREFORE THIS AGREEMENT WITNESSED that in consideration of the covenants, terms, conditions and provisions herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged by each of the parties, the parties hereto agree as follows:

**ARTICLE 2.00**

The Player covenants and agrees:

2.01 to be registered on a Hockey Canada - Ontario Hockey League Major Junior Playing Card (the "CARD") or affiliate card, with the Club upon presentation of same to the Player by the Club;

2.02 the Player has signed the Ontario Hockey League Standard Player Agreement to which this Schedule "B" has been attached;

2.03 the obligations of the Club under this Schedule "B" are subject to compliance by the Player with the obligations imposed on the Player pursuant to this Schedule "B;

2.04 to continue the Player's education throughout the Player's OHL experience which will include a minimum of two credits per school term passed and completed while in high school, and a minimum of one college or university or certified trade school course while attending a post secondary institution. The Player will allow the Club to monitor the Player's progress.

**ARTICLE 3.00**

The Parents covenant and agree as follows:

3.01 to encourage the Player to report to Training Camp in sound and good health during each year of the Player's obligation to play for the Club;

3.02 to permit the Player to sign an Ontario Hockey League Standard Player Agreement Form and approve the contents of such Agreement; and

3.03 to permit the Player to be registered to a Hockey Canada Playing Card or affiliate card with the Club

**ARTICLE 4.00**

The Club covenants and agrees as follows:

4.01 the Club and the Player have entered into a Ontario Hockey League Standard Form Player Agreement;

4.02 to register the Player to a Hockey Canada Playing Card;

4.03 to pay for all applicable tuition fees and books for the Player while attending high school, college or university or a certified trade school courses while playing for the Club, providing the Player maintains reasonable attendance and successfully completes his courses with passing grades;

4.04 to provide the Player with access to the Club's academic advisor throughout the course of the season, school year and summer, if necessary; and

4.05 to provide for the payment for an academic tutor, chosen by the Club, during the hockey season, and until the conclusion of the school year, if a tutor is reasonably necessary due to the demands of the Player's hockey schedule.

**ARTICLE 5.00 EDUCATION PACKAGE**

5.01 Subject to the terms and conditions herein, at the conclusion of the Player's Ontario Hockey League experience, including the overage year if such option is exercised by the Club, the Club shall contribute to the Player's post secondary education costs at a recognized University, College or certified trade school, including fire-fighting, police academy, EMS, etc., on the following terms and conditions:

a) the Club shall contribute in U.S. or Canadian funds (depending on the country in which the Players' parents are domiciled at the time of signing the Ontario Hockey League Standard Player Agreement), for each Complete Season the Player plays with the Club, towards the completion of a General Arts, General Science and /or General Studies undergraduate degree, diploma or trade certificate, which payment shall be applied to the costs of tuition, books and compulsory fees for one academic year according to the University / College or State University tariff closest to the domicile of the parents at the time of signing of the OHL Standard Player Agreement, being _____(Name of School), up to a maximum of $_____ per academic year. It is expressly understood and agreed that the Club's contribution for each academic year shall be restricted to the payment of tuition, books, and compulsory fees and shall not exceed the above-noted amount in any single academic year unless otherwise stipulated herein.

b) It is understood and agreed that, for the purpose of paragraph 2.01 (a) herein, a Player who has signed and registered an Ontario Hockey League Standard Player Agreement is deemed to have completed a "Complete Season" if the Player appears in a regular season game for any OHL Club on or after January 10th in that season in order for the Player to receive full entitlement to the Club's annual education payment for such season. If the Player who has signed and registered an Ontario Hockey League Standard Player Agreement appears in a regular season game for any OHL Club in a season prior to January 10th but does not appear in a regular season game on or after January 10th in that season, such Player shall receive entitlement to an amount equal to 50 percent of the amount set out in paragraph 5.01 (a) herein;

c) Such payments shall be made by the OHL Central Scholarship Registry directly to the educational institution in question, upon presentation by the Player of documentation satisfactory to the League confirming the Player's acceptance or enrolment in the institution and upon the Player providing billing or other written documentation satisfactory to the League confirming the cost of books, tuition fees, and compulsory fees (compulsory fees being fees that are necessary for the student to enrol in and successfully complete academic studies and shall exclude any medical and / or dental insurance fees.

d) In order to receive the education payments referred to herein, the Player must initially qualify academically for the institution in question and must remain academically qualified throughout the period of his enrolment. The Player must also be enrolled on a full-time basis and must

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

e) In order to receive the education payments, the Player must enrol in a post secondary educational institution and commence attending classes no later than eighteen (18) months following completion of his OHL eligibility including his overage year, failing which the Club will have no further obligations to the Player with regard to the education payments;

f) Once the Player commences his post secondary education, the Player cannot take a leave of absence from school except for medical reason (doctor's medical report required) and must maintain full time student status, subject only to summer employment as referred to above;

g) It is further understood and agreed that the Player's entitlement to the payments set out in paragraph 5.01 (a) may not be assigned or transferred by the player in whole or in part to any other individual, and that the Club's obligations will cease altogether once the Player completes his undergraduate degree, diploma or trade certificate. It is further understood and agreed that the Club may transfer the education package to another team in the League in conjunction with the transfer of the playing rights with respect to the Player.

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

**ARTICLE 6.00 GENERAL**

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

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

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

AGREED TO IN THE PRESENCE OF:

| | |
|---|---|
| WITNESS | HOCKEY CLUB |
| WITNESS | PLAYER |
| WITNESS | PARENT |
| WITNESS | PARENT |

# SCHEDULE "B" TO THE ONTARIO HOCKEY LEAGUE

# STANDARD PLAYER AGREEMENT (THE FULL RIDE EDUCATION PACKAGE)

THIS AGREEMENT MADE IN TRIPLICATE THIS _____ DAY OF _____, 20__.

AMONG:

(Hereinafter called the "CLUB)

OF THE FIRST PART

AND:

(hereinafter called the "PLAYER")

OF THE SECOND PART

AND:

(hereinafter called the "PARENTS")

1.00 WHEREAS:

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

1.02 AND WHEREAS the Player is an amateur athlete who has exhibited exceptional hockey skills;

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

1.04 AND WHEREAS the Club is desirous of the Player playing for the Club and requires the Player to be registered to a Hockey Canada Playing Card (the "CARD") with the Club or affiliate card and an Ontario Hockey League Standard Players Agreement (The "SPA");

1.05 AND WHEREAS by being registered to the Card and playing with the Club, the Player will be foregoing certain opportunities to obtain athletic scholarships and other educational funding for his post secondary education;

1.06 AND WHEREAS the Player may suffer an injury during the currency of that agreement which prevents the Player from pursuing a professional hockey career or may choose not to pursue a professional hockey career;

1.07 AND WHEREAS the Club, the Player and the Parents have reached an Agreement with respect to educational training and advancement for the Player while he is playing for the Club;

1.08 AND WHEREAS the Player wishes to play hockey for the Club and the Club wishes that the Player plays hockey for the Club in accordance with the terms hereof;

1.09 AND WHEREAS the Club wishes to encourage the Player to continue the Player's education, complete high school and commence the first year of post-secondary education while developing hockey skills and being trained in hockey with the Club.

NOW THEREFORE THIS AGREEMENT WITNESSED that in consideration of the covenants, terms, conditions and provisions herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged by each of the parties, the parties hereto agree as follows:

**ARTICLE 2.00**

The Player covenants and agrees:

2.01 to be registered on a Hockey Canada - Ontario Hockey League Major Junior Playing Card (the "CARD") or affiliate card, with the Club upon presentation of same to the Player by the Club;

2.02 the Player has signed the Ontario Hockey League Standard Player Agreement to which this Schedule "B" has been attached;

2.03 the obligations of the Club under this Schedule "B" are subject to compliance by the Player with the obligations imposed on the Player pursuant to this Schedule "B;

2.04 to continue the Player's education throughout the Player's OHL experience which will include a minimum of two credits per school term passed and completed while in high school, and a minimum of one college or university or certified trade school course while attending a post secondary institution. The Player will allow the Club to monitor the Player's progress.

**ARTICLE 3.00**

The Parents covenant and agree as follows:

3.01 to encourage the Player to report to Training Camp in sound and good health during each year of the Player's obligation to play for the Club;

3.02 to permit the Player to sign an Ontario Hockey League Standard Player Agreement Form and approve the contents of such Agreement; and

3.03 to permit the Player to be registered to a Hockey Canada Playing Card or affiliate card with the Club.

**ARTICLE 4.00**

The Club covenants and agrees as follows:

4.01 the Club and the Player have entered into an Ontario Hockey League Standard Form Player Agreement;

4.02 to register the Player to a Hockey Canada Playing Card;

4.03 to pay for all applicable tuition fees and books for the Player while attending high school, college or university or a certified trade school courses while playing for the Club, providing the Player maintains reasonable attendance and successfully completes his courses with passing grades;

4.04 to provide the Player with access to the Club's academic advisor throughout the course of the season, school year and summer, if necessary; and

4.05 to provide for the payment for an academic tutor, chosen by the Club, during the hockey season, and until the conclusion of the school year, if a tutor is reasonably necessary due to the demands of the Player's hockey schedule.

## ARTICLE 5.00 EDUCATION PACKAGE

5.01 Subject to the terms and conditions herein, at the conclusion of the Player's Ontario Hockey League experience, including the overage year if such option is exercised by the Club, the Club shall contribute to the Player's post secondary education costs at a recognized University, College or certified trade school, including fire-fighting, police academy, EMS, etc., on the following terms and conditions:

a) the Club shall contribute in U.S. or Canadian funds (depending on the country in which the Players' parents are domiciled at the time of signing the Ontario Hockey League Standard Player Agreement), for each Complete Season the Player plays with the Club, towards the completion of an General arts, General science and / or General studies undergraduate degree, diploma or trade certificate, which payment shall be applied to the costs of tuition, books, room and board and compulsory fees (Full Ride) for one academic year according to the University / College or State University tariff closest to the domicile of the parents at the time of signing of the OHL Standard Player Agreement, being_____(Name of School), up to a maximum of $_____ per academic year. It is expressly understood and agreed that the Club's contribution for each academic year shall be restricted to the payment of tuition, books, room and board and compulsory fees and shall not exceed the above-noted amount in any single academic year unless otherwise stipulated herein. It is further understood that for a Player living at home or in non-resident housing and attending University / College, at no time shall the payment to the Player for room and board exceed the dollar amount charged by the school that the Player is attending.

b) It is understood and agreed that, for the purpose of paragraph 2.01 (a) herein, a Player who has signed and registered an Ontario Hockey League Standard Player Agreement is deemed to have completed a "Complete Season" if the Player appears in a regular season game for any OHL Club on or after January 10th in that season in order for the Player to receive full entitlement to the Club's annual education payment for such season. If the Player who has signed and registered an Ontario Hockey League Standard Player Agreement appears in a regular season game for any OHL Club in a season prior to January 10th but does not appear in a regular season game on or after January 10th in that season, such Player shall receive entitlement to an amount equal to 50 percent of the amount set out in paragraph 5.01 (a) herein;

c) Such payments shall be made by the OHL Central Scholarship Registry directly to the educational institution in question, upon presentation by the Player of documentation satisfactory to the League confirming the Player's acceptance or enrolment in the institution and upon the Player providing billing or other written documentation satisfactory to the League confirming the cost of books, tuition fees, room and board costs and compulsory fees ( compulsory fees being fees that are necessary for the student to enrol in and successfully complete academic studies and shall exclude any medical and / or dental insurance fees.

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

e) In order to receive the education payments, the Player must enrol in a post secondary educational institution and commence attending classes no later than eighteen (18) months following completion of his major junior eligibility including his overage year, failing which the Club will have no further obligations to the Player with regard to the education payments;

f) Once the Player commences his post secondary education, the Player cannot take a leave of absence from school except for medical reason (doctor's medical report required) and must maintain full time student status, subject only to summer employment as referred to above;

g) It is further understood and agreed that the Player's entitlement to the payments set out in paragraph 5.01 (a) may not be assigned or transferred by the player in whole or in part to any other individual, and that the Club's obligations will cease altogether once the Player completes his undergraduate degree, diploma or trade certificate. It is further understood and agreed that the Club may transfer the education package to another team in the League in conjunction with the transfer of the playing rights with respect to the Player.

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

**ARTICLE 6.00 GENERAL**

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

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

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

AGREED TO IN THE PRESENCE OF:

| | |
|---|---|
| _____ | _____ |
| WITNESS | HOCKEY CLUB |
| _____ | _____ |
| WITNESS | PLAYER |
| _____ | _____ |
| WITNESS | PARENT |
| _____ | _____ |
| WITNESS | PARENT |

# SCHEDULE "B" TO THE ONTARIO HOCKEY LEAGUE (IMPORT PLAYER)

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

THIS AGREEMENT MADE IN TRIPLICATE THIS _____ DAY OF _____, 20__.

AMONG:

(Hereinafter called the "CLUB)

OF THE FIRST PART

AND:

(hereinafter called the "PLAYER")

OF THE SECOND PART

AND:

(hereinafter called the "PARENTS")

1.00 WHEREAS:

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

1.02 AND WHEREAS the Player is an amateur athlete who has exhibited exceptional hockey skills;

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

1.04 AND WHEREAS the Club is desirous of the Player playing for the Club and requires the Player to be registered to a Hockey Canada Playing Card (the "CARD") with the Club and an Ontario Hockey League Standard Players Agreement;

1.05 AND WHEREAS by being registered to the Card and playing with the Club, the Player will be foregoing certain opportunities to obtain athletic scholarships and other educational funding for his post secondary education;

1.06 AND WHEREAS the Player may suffer an injury during the currency of that agreement which prevents the Player from pursuing a professional hockey career or may choose not to pursue a professional hockey career;

1.07 AND WHEREAS the Club, the Player and the Parents have reached an Agreement with respect to educational training and advancement for the Player while he is playing for the Club;

1.08 AND WHEREAS the Player wishes to play hockey for the Club and the Club wishes that the Player plays hockey for the Club in accordance with the terms hereof;

1.09 AND WHEREAS the Club wishes to encourage the Player to continue the Player's education, complete high school and commence the first year of post-secondary education while developing hockey skills and being trained in hockey with the Club.

NOW THEREFORE THIS AGREEMENT WITNESSED that in consideration of the covenants, terms, conditions and provisions herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged by each of the parties, the parties hereto agree as follows:

**ARTICLE 2.00**

The Player covenants and agrees:

2.01 to be registered on a Hockey Canada - Ontario Hockey League Major Junior Playing Card (the "CARD"), with the Club upon presentation of same to the Player by the Club;

2.02 the Player has signed the Ontario Hockey League Standard Player Agreement to which this Schedule "B" has been attached;

2.03 the obligations of the Club under this Schedule "B" are subject to compliance by the Player with the obligations imposed on the Player pursuant to this Schedule "B;

2.04 to continue the Player's education throughout the Player's OHL experience which will include a minimum of two credits per school term passed and completed while in highschool, and a minimum of one college or university or certified trade school course while attending a post secondary institution. The Player will allow the Club to monitor the Player's progress.

**ARTICLE 3.00**

The Parents covenant and agree as follows:

3.01 to encourage the Player to report to Training Camp in sound and good health during each year of the Player's obligation to play for the Club;

3.02 to permit the Player to sign an Ontario Hockey League Standard Player Agreement Form and approve the contents of such Agreement; and

3.03 to permit the Player to be registered to a Hockey Canada Playing Card with the Club

**ARTICLE 4.00**

The Club covenants and agrees as follows:

4.01 the Club and the Player have entered into a Ontario Hockey League Standard Form Player Agreement;

4.02 to register the Player to a Hockey Canada Playing Card;

4.03 to pay for all applicable tuition fees and books for the Player while attending high school, college or university or a certified trade school courses while playing for the Club, providing the Player maintains reasonable attendance and successfully completes his courses with passing grades;

4.04 to provide the Player with access to the Club's academic advisor throughout the course of the season, school year and summer, if necessary; and

4.05 to provide for the payment for an academic tutor, chosen by the Club, during the hockey season, and until the conclusion of the school year, if a tutor is reasonably necessary due to the demands of the Player's hockey schedule.

**ARTICLE 5.00 EDUCATION PACKAGE**

5.01 Subject to the terms and conditions herein, at the conclusion of the Player's Ontario Hockey League experience including the overage year if such option is exercised by the Club, the Club shall contribute to the Player's post secondary education costs at a recognized University, College or certified trade school, including fire-fighting, police academy, EMS, etc., on the following terms and conditions:

a) the Club shall contribute in U.S. or Canadian funds (depending on the country in which the OHL member Team is based at the time of signing the Ontario Hockey League Standard Player Agreement), for each Complete Season the Player plays with the Club, towards the completion of a General Arts, General Science and /or General Studies undergraduate degree, diploma or trade certificate, which payment shall be applied to the actual costs of tuition(exclusive of any International student fees), books and compulsory fees for one academic year according to the University / College or State University tariff closest to the OHL Member Team at the time of signing of the OHL Standard Player Agreement, being _____(Name of School), up to a maximum of $_____ per academic year. It is expressly understood and agreed that the Club's contribution for each academic year shall be restricted to the payment of tuition, books, and compulsory fees and shall not exceed the above-noted amount in any single academic year unless otherwise stipulated herein.

b) It is understood and agreed that, for the purpose of paragraph 2.01 (a) herein, a Player who has signed and registered an Ontario Hockey League Standard Player Agreement is deemed to have completed a "Complete Season" if the Player appears in a regular season game for any OHL Club on or after January 10th in that season in order for the Player to receive full entitlement to the Club's annual education payment for such season. If the Player who has signed and registered an Ontario Hockey League Standard Player Agreement appears in a regular season game for any OHL Club in a season prior to January 10th but does not appear in a regular season game on or after January 10th in that season, such Player shall receive entitlement to an amount equal to 50 percent of the amount set out in paragraph 5.01 (a) herein;

c) Such payments shall be made by the OHL Central Scholarship Registry directly to the educational institution in question, upon presentation by the Player of documentation satisfactory to the League confirming the Player's acceptance or enrolment in the institution and upon the Player providing billing or other written documentation satisfactory to the League confirming the cost of books, tuition fees, and compulsory fees (compulsory fees being fees that are necessary for the student to enrol in and successfully complete academic studies and shall exclude any medical, dental insurance or International student fees.

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

e) In order to receive the education payments, the Player must enrol in a post secondary educational institution and commence attending classes no later than eighteen (18) months following completion of his OHL eligibility, including his overage year, failing which the Club will have no further obligations to the Player with regard to the education payments;

f) Once the Player commences his post secondary education, the Player cannot take a leave of absence from school except for medical reason (doctor's medical report required) and must maintain full time student status, subject only to summer employment as referred to above;

g) It is further understood and agreed that the Player's entitlement to the payments set out in paragraph 5.01 (a) may not be assigned or transferred by the player in whole or in part to any other individual, and that the Club's obligations will cease altogether once the Player completes his undergraduate degree, diploma or trade certificate. It is further understood and agreed that the Club may transfer the education package to another team in the League in conjunction with the transfer of the playing rights with respect to the Player.

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

**ARTICLE 6.00 GENERAL**

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

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

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

AGREED TO IN THE PRESENCE OF:

| | |
|---|---|
| WITNESS | HOCKEY CLUB |
| WITNESS | PLAYER |
| WITNESS | PARENT |
| WITNESS | PARENT |

# II

This is Exhibit "II" referred to
in the affidavit of David E. Branch,
sworn before me, this day of
December, 2015

A commissioner, etc.

## IMPORTANT NOTICE TO PLAYER

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

1. Before signing this agreement you should:
a) obtain independent legal advice to enable you to fully understand and appreciate your rights and obligations under this agreement; and
b) make sure that all terms and conditions agreed upon by you and the Ontario Hockey League Club are reduced to writing and contained in this agreement.
2. The Ontario Hockey League will only approve agreements which are:
a) written on its standard agreement form;
b) signed by both the Player and the Ontario Hockey League Club; and
c) filed together with either the certificate of independent legal advice or waiver thereof in the prescribed form with the Ontario Hockey League Office.
3. Three copies of the signed agreement shall be forwarded to the Ontario Hockey League Office for approval and registration. One copy will be retained by the Ontario Hockey League. Two copies will be returned to the Ontario Hockey League club and the Ontario Hockey League club shall immediately deliver one copy to the Player. If the agreement is not approved with ten (10) days from the date on which it is actually received in the Ontario Hockey League Office (except with respect to agreements received in the month of July which shall be deemed to be received on August 1st for the purposes hereof), it shall be deemed to be null and void and both the Player and the Ontario Hockey League club will be relieved of their mutual obligations.
4. Except as otherwise provided by the By-Laws of the Ontario Hockey League, no Player shall be permitted to participate in an Ontario Hockey League regular season or playoff game unless such Player has signed the standard agreement form and it has been filed with and approved by the Ontario Hockey League.
5. Attached to this agreement is the Education and Anti-Doping Policy – Canadian Hockey League Declaration and Form. This Declaration and Form is to be completed by you in accordance with its terms and delivered to the Team Physician.

## NOTICE TO LEGAL ADVISOR

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

ONTARIO HOCKEY LEAGUE

# OHL STANDARD PLAYER AGREEMENT FORM

## 1. PARTIES TO THE AGREEMENT

(a) Agreement between (Name of Club) _____ (The "Club"), a member of the Ontario Hockey League (the "OHL") which is a member League of the Canadian Hockey League ("CHL"), and (name of Player) _____ ("the Player").

(b) It is expressly acknowledged and agreed by the parties involved that the relationship between the OHL and the Player is that of an independent contractor. Nothing in this Agreement shall constitute the parties as employer/employee, or as agents, partner, or co-venturers of each other.

It is also expressly acknowledged and agreed that:
(i) the Player has exceptional skills and abilities with respect to playing hockey;
(ii) the Club wishes to contribute to the development of the Player's skills and abilities;
(iii) the OHL and the Player have agreed to enter into this Agreement for their mutual benefit in accordance with the terms and conditions herein; and
(iv) nothing in this Agreement detracts from the Player's ability to earn income from other sources and activities, during the off season or otherwise, provided such activities do not interfere with the Player's obligations under this Agreement.

## 2. TERM OF THE AGREEMENT

a) The Club, under the terms of this agreement, retains the services of the Player for a period of _____year(s), beginning on the _____day of _____, 20_____ and ending on the _____ day of _____, 20_____.
b) The Player hereby grants to the Club the option to be exercised by notice in writing to the Player on or before the 31st day of August, 20_____, to extend this agreement and the Term for a further year being the year of the Player's "over-age" eligibility on the same terms and conditions as set out herein.

## 3. DUTIES OF THE CLUB

3.1 The Club shall pay to the Player the fees and provide to the Player the benefits set out in Schedule A attached hereto and made part hereof.
3.2 The Club hereby accepts and obliges itself to furnish to the Player the means to develop the Player's hockey-playing abilities for the purpose of becoming an accomplished hockey player, all as set out in Schedule A subject to the Club's evaluation and determination of its needs and the extent to which the talent of the Player suits those needs.
3.3 The Club shall register the Player to a Hockey Canada Playing Card.
3.4 The Club shall allow the Player to participate in all try-out camps and games conducted by their respective National Junior Team, Under 18 Team or Under 17 Team, CHL Prospects Game, CHL All-Star Game and any other League sanctioned event under the policies that have been established by Hockey Canada, IIHF or CHL / OHL. Participation in these camps or games will not affect any party's obligations under this Agreement;
3.5 The Club shall provide to the Player the benefits of the OHL Concussion Safety Management Program, including baseline testing to assist Team Physicians in their decisions about a Player's health and fitness upon experiencing a concussion;
3.6 The Club shall support and subscribe to the Canadian Hockey League's Education and Anti-Doping Program, including an On-Line Education Course.
3.7 The Club agrees to provide payment of the annual premium for providing 24 hour, 12 month, on or off ice, Career-Ending Insurance that shall provide coverage to the player in the event that the player suffers an injury which prevents the player from pursuing a professional hockey career. The annual premium payment for such policy will not exceed $500.00 and shall be made by the Club to the parents, who shall in turn be responsible for arranging or placing the policy with an insurance carrier of their choice on behalf of the player, with such policy naming the player as beneficiary. The Club agrees to reimburse the parents for the cost of such insurance policy up to a maximum of $500.00 upon receipt of documentation on an annual basis, satisfactory to the Club, confirming the amount of such premium, and the fact that the insurance coverage has been secured.

## 4. DUTIES OF THE PLAYER

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

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

g) Use his best reasonable efforts to remain in school and to pursue an education while playing for the Club, it being understood that the OHL and its member Clubs promote and support the concept of players pursing their educations to the maximum reasonable extent;

h) Adhere to the Canadian Hockey League's Education and Anti-Doping Policy;

i) Make promotional appearances representing the Club, the frequency, times and places of such appearances to be reasonably agreed upon by the Club and Player; and

j) Abide by the Standard Rules and Regulations as they pertain to all players of the Club, which may include, without limitation, prohibition against the use of illegal drugs, abuse of alcohol, continued lateness at curfew, absence from school and leaving the Club without the Club's consent.

## 5. PUBLICITY

5.1 The Club recognizes that, except as contemplated hereby, the Club shall not restrict the Player in the personal use of the Player's image.

5.2 The Club further recognizes that it does not have the right, except as contemplated hereby, to utilize the Player's image in connection with committing the Player to any endorsements of particular products and / or services without the Player's prior consent, provided, however, that the Club may use the Player's image as contemplated in this Agreement and to recognize the sponsor of any OHL, CHL or Club award of which the Player is the recipient.

5.3 The Player hereby assigns irrevocably to the Club and the OHL and any licensees of the Club and the OHL on a non-exclusive basis, all rights to the Player's name, image likeness, signature, statistical record and biographical information (collectively the "Player's Image") and understands and accepts that the Club or the OHL may authorize, or otherwise license, any individual firm or corporation to take any pictures, films or any other images of the Player. The Player recognizes that all rights in such pictures, films and other images shall be the sole property of the Club or the OHL and that either the Club or the OHL may use or distribute such material in any manner as they see fit and that such use or distribution by the Club or the OHL may take place either during the Term or thereafter.

5.4 The Player further acknowledges and accepts that, in consideration of being permitted to play hockey in the OHL and in consideration of the benefits derived by the Player under this agreement, the Player hereby consents and agrees to the use by or on behalf of the OHL, the CHL and the Club and their agents, licensees, contractors, successors and assigns, of the Player's Image in connection with the manufacture, sale, distribution, marketing and advertising of souvenir material or memorabilia of the OHL, the CHL and the Club, including without limitation, hockey cards. In furtherance of the foregoing, the Player hereby agrees upon reasonable request, to pose in his hockey equipment from time-to-time for such photography sessions as may be required by or on behalf of the OHL, CHL or the Club in connection with such souvenir material and memorabilia.

5.5 It is acknowledged by the parties that the proceeds from the sale of souvenir materials and memorabilia shall be used, in part, to fund the consideration set forth in the Schedules hereto.

5.6 The Player hereby agrees not to use the Player's Image in conjunction with the OHL's, the CHL's or the Club's logos, trademarks or copyrights except with the OHL's the CHL's and / or the Club's written authorization.

## 6. ACKNOWLEDGEMENT

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

## 6. MEDICAL EXAMINATION

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

## 8. PHYSICAL CONDITION AND INJURY

8.1 If the Player is disabled or unable to perform his duties under this agreement he shall submit himself for medical examination and treatment by a physician selected by the Club. When such examination and treatment is made at the request of the Club, it shall be at the Club's expense (unless made necessary by some act or conduct of the Player contrary to the terms and provisions of this agreement).

8.2 If the Player, in the sole judgment of the Club's physician is disabled or is not in good physical condition at the commencement of the season or at any subsequent time during the season so as to render him unfit to play skilled hockey, (unless such condition is the direct result of playing hockey for the Club), then it is mutually agreed that the Club shall have the right to suspend the Player for such period of disability or unfitness, and no benefits shall be payable for that period under this agreement.

8.3 If the Player is injured as a result of playing hockey for the Club, the Player shall fully utilize all insurance and medical benefits which the Player or his family has or to which he may be entitled. The Club shall take out and maintain for the benefit of the Player and the Player shall receive the appropriate benefit of the Hockey Canada National Comprehensive Insurance Programme, a summary of which shall be available from the Club or the OHL.

8.4 If the Player is injured as a direct result of playing for the Club, and the injury renders him, in the sole judgment of the Club's physician, unfit to play skilled hockey for the balance of the season or any part thereof, then, during such time as the Player is unfit, but in no event beyond the end of the season in which the injury occurred, the Club shall pay the Player the compensation herein provided for and the Player releases the Club from any and every additional obligation, liability, claim or demand whatsoever known or unknown.

8.5 If, upon joint consultation between the Player, the Club's physician and the Club's representative, they are unable to agree as to the physical fitness of the Player to return to play, the Player agrees to submit himself for examination by an independent medical specialist and the parties hereto agree to be bound by the decision of such independent specialist. If the Player is declared to be physically able to play and refuses to do so he shall be liable to immediate suspension without benefits.

## 9. RECOURSES OF THE CLUB

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

## 10. TRANSFERABILITY OF AGREEMENT

10.1 It is mutually agreed that the Club shall have the right to sign, exchange and transfer this agreement to any other OHL Club and the Player agrees to accept and be bound by such exchange, assignment or transfer and will faithfully perform and carry out this agreement with the same purpose and effect as if it had originally been entered into by the Player and such other Club. Such assignment, exchange or transfer may be by way of a transaction between Clubs or by way of a Player draft sanctioned by the OHL.

10.2 It is further mutually agreed that in the event that this agreement is assigned by the Club to another Club the Club shall, by notice in writing delivered personally to the Player or by mail to the address set out below the Player's signature, advise the Player of the name and address of the Club to which the Player has been assigned, specifying the time and place that the Player must report to such Club. If the Player fails to report to such other Club at the directed time the Player may be suspended by such other Club and no allowance or other financial benefits shall be payable to the Player during the period of such suspension.

10.3 When this agreement has been assigned, the Club or any Club to which the Player may be assigned shall pay the reasonable and necessary travel costs of the Player in reporting to the assignee Club.

## 11. TERMINATION BY PLAYER

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

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

## 12. TERMINATION BY THE CLUB

12.1 The Club may terminate the present agreement (subject to paragraph 12.2) upon notice to the Player in any of the following cases:

a) if the Player defaults, or refuses or neglects to provide the services agreed upon in this agreement;

b) if the Player defaults, or refuses or neglects to obey the rules established by the OHL or the Club concerning training and the conduct of Players;

c) if the Player fails, in the sole opinion of the Club, to demonstrate sufficient skill and ability to deserve a position as a Player with the Club; or

d) if the Player is expelled from the OHL or suspended by the OHL for a period of one year or more.

12.2 If the Club terminates this agreement pursuant to paragraph 12.1(c) and if the Player is attending a post-secondary educational institution at the time the Club terminates this agreement, the Club shall pay the Player's room and board until the end of the then current school semester on the condition that the Player cannot reasonably pursue the same studies at the place of the Player domicile. All other financial obligations and benefits to the Player immediately cease upon the termination of this agreement by the Club.

12.3 After such termination as provided in paragraph 12.1, the Club acknowledges that the Player is free to enter other hockey player agreements with organizations other than the Club; provided however that the Player may not enter into a hockey player agreement with a CHL team other than the Club as long as the Player is included on the protected list of the Club in accordance with the OHL By-Laws.

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

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

## 14. LEAGUE CONSTITUTION AND BY-LAWS

14.1 The Club and Player severally and mutually promise and agree to be legally bound by all the terms and provisions of the Constitutions, By-Laws and Regulations of the OHL from time-to-time. A copy of such documents shall be open and available for inspection by the Club and Player at the main office of the OHL and at the main office of the Club.

14.2 The Club and the Player further agree that any unresolved dispute between the parties shall be refereed to the Commissioner of the OHL within one year from the date such dispute arose for arbitration. The Commissioner's decision shall be accepted as final and binding by both parties.

## 15. APPROVAL BY OHL COMMISSIONER

15.1 This agreement, if not inconsistent with the OHL Constitution, By-Laws and Regulations, shall be valid and binding upon the Club and the Player immediately upon its execution. The Club agrees to file this agreement with the OHL Commissioner within ten (10) days after its execution

15.2 If pursuant to the OHL Constitution, By-Laws or Regulations, the Commissioner disapproves this agreement within ten (10) days after its filing in his office (except if this agreement is filed in the month of July, in which case the agreement shall be deemed for the purposes hereof to be filed on August 1st), this agreement shall immediately terminate and be of no further effect and the Club and the Player shall be relieved of their respective rights and liabilities hereunder.

## 16. TOTAL AGREEMENT

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

## 17. GOVERNING LAW

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

## 18. HEADINGS

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

## 19. SEVERABILITY

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

## 20. ASSIGNABILITY

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

## EXECUTION BY PARTIES

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

SIGNED SEALED AND DELIVERED IN THE

_____
PRESENCE OF Name of Club

_____
Witness By: Authorized Signing Officer

(Title:_____)

_____
Signature of Player

_____
Home Address of Player

_____

_____

_____
Date of Birth of Player

_____
Player's Social Insurance Number

## ACKNOWLEDGMENT OF PARENT OR GUARDIAN OF PLAYER

I / We, _____,
parent(s) or guardian(s) of _____
(the "Player") a Player signing the Standard Player Agreement with the Ontario Hockey League Club _____(the "Club") hereby acknowledge that:

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

5. After due deliberation and having sought whatever advice I / We deem appropriate, I / We acknowledge that the Standard Player Agreement being signed by the Player is, all things considered, for the benefit of the Player and I / We approve of it.

_____ _____
Witness (Signature of Parent or Guardian)

_____ _____
Witness (Signature of Parent or Guardian)

_____ _____
Date Home address of Parent/Guardian

_____

_____

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

## CERTIFICATE OF INDEPENDENT LEGAL ADVICE

I, _____ a member of the bar of the Province / State of _____, hereby acknowledge that:

1. I have been consulted by _____(Player's name) as to the advisability of his signing this Standard Player Agreement.
2. I am not acting in any way on behalf of the Club or the OHL and am consulted by the Player and have advised him independently of the OHL, the Club or their officers and employees. I have placed the Player's position and the consequents of his signing this Standard Player Agreement fully and plainly before the Player and the Player declared that the Player fully understood the nature and effect of the said Standard Player Agreement and acknowledged that the player is executing it freely and voluntarily and as the Player's own act and deed without any fear, threat, influence or compulsion of, from or by the OHL, the Club, or their officers and employees.

_____
(Signature of Lawyer)

## WAIVER

The Player acknowledges that the Player has been advised that the Player should obtain independent legal advice. The Player has decided not to obtain this advice. In arriving at this decision, the Player has not been subjected to any duress or influence on the part of the Club or the OHL.

_____ _____
Witness (Signature of Player)

## APPROVAL BY COMMISSIONER

I hereby certify that I have, on this date, received, examined, approved and noted on record the within agreement and that it is in regular form.

Dated at _____ this _____ day of_____,

20_____.

_____
Commissioner
Of the Ontario Hockey League

## SCHEDULE A

### 1. FEES

1.1 The Club shall pay (in the currency of the country in which the Club is situated) to the Player, the following fees for the Player's services under this Agreement

| Season | Amount of Fees | Timing of Payment |
|---|---|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

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

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

a) The Player's reasonable room and board from the day the Player reports to the Club until the date of the last scheduled game of the Club;

b) Reasonable traveling, lodging and meal expenses for the Player while traveling on the road for the Club in other than the Club's home municipality; and

c) The cost of maintaining for the Player the benefits of the Hockey Canada National Comprehensive Insurance Programme, a summary of which shall be available from the Club or the OHL;

d) the Player's reasonable and approved transportation costs each year for reporting to Training Camp from the Player's home, to and from the Player's home for the Christmas Break, and to the Player's home at the conclusion of the Player's academic year, or athletic year with the Club, which ever is later; provided that the Club shall also pay all approved transportation costs for any travel required at the Club's request to and from the Player's home for any other events or appearances;

e) room and board for the Player in each year of this Agreement from the commencement of Training Camp until the completion of the Club's schedule, including playoffs; or at the Player's option, to the end of the school year if the player continues to reside in the community and attend school as a full time student in the community in which the team plays; provided that the Club's responsibility for room and board terminates at the completion of the playing season including playoffs for the Club if the Player decides to return to his Parent's home, or another community to complete schooling;

f) all reasonable medical and dental fees in accordance with the National Insurance Program as provided in the Hockey Canada National Insurance Policy while the player is playing for the Club that are not covered by any parental or personal medical, dental or eye care plans that may be in effect, excluding, however, the cost of prescription eye glasses; and

g) all benefits provided under the terms of the Ontario Hockey League Standard Players Agreement and such other standard additional benefits as are provided to the other members of the Club including, without limiting the foregoing, the maximum weekly allowance of Fifty Dollars ($50.00), save and except an overage player who will be entitled to receive a maximum weekly allowance of One Hundred-Fifty Dollars ($150.00) from the commencement of Training Camp until the conclusion of the Club's schedule, including the playoffs

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

2.1 The Club agrees to provide the Player with:

a) training facilities and full playing equipment, including sticks and skates of the Player's choice within the Canadian Hockey League Licensed Supplier Agreements ;

b) professional training, including supervised training periods and coaching in the fundamentals of hockey;

c) subject to the Club's evaluation and determination of its needs and the extent to which the talent of the Player suits those needs, the opportunity to demonstrate the Player's talent and playing abilities to the public, the media, professional coaches or scouts;

d) an opportunity to initiate a hockey career (at the end of his junior career) by making all relevant data, information and / or statistics about the Player available to professional hockey organizations or others who may indicate an interest in the Player's career;

e) appropriate medical supervision for games in which the Player participates on behalf of the Club;

### 3. PLAYER BONUS BASED ON TEAM PERFORMANCE

3.1 The Club shall pay to the Player, in the currency of the country in which the Club is situated, the following standard Player bonus:

i) each Player is to be paid One Hundred Dollars ($100.00) if his team wins the first round of the playoffs;

ii) each Player is to be paid an additional One Hundred-Fifty Dollars ($150.00) if his team wins the second round of the playoffs;

iii) each Player to be paid an additional Three Hundred Dollars ($300.00) if his team wins the 3rd round of the playoffs; and

iv) each Player is to be paid an additional Four Hundred-Fifty Dollars ($450.00) if his team wins the fourth round of the playoffs.

# SCHEDULE "B" TO THE ONTARIO HOCKEY LEAGUE

# STANDARD PLAYER AGREEMENT (THE FULL RIDE EDUCATION PACKAGE)

THIS AGREEMENT MADE IN TRIPLICATE THIS _____ DAY OF _____, 20___.

AMONG:

(Hereinafter called the "CLUB)

OF THE FIRST PART

AND:

(hereinafter called the "PLAYER")

OF THE SECOND PART

AND:

(hereinafter called the "PARENTS")

1.00 WHEREAS:

1.01 WHEREAS the Club is a registered Major Junior "A" Hockey Club playing in the Ontario Hockey League and operating out of the City of _____, in the Province/State of ___;

1.02 AND WHEREAS the Player has exhibited exceptional hockey skills;

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

1.04 AND WHEREAS the Club is desirous of the Player playing for the Club and requires the Player to be registered to a Hockey Canada Playing Card (the "CARD") with the Club or affiliate card and an Ontario Hockey League Standard Players Agreement (The "SPA");

1.05 AND WHEREAS by signing the Card and playing with the Club, the Player will be foregoing certain opportunities to obtain athletic scholarships and other educational funding for his post secondary education;

1.06 AND WHEREAS the Player may suffer an injury during the currency of that contract which prevents the Player from pursuing a professional hockey career or may choose not to pursue a professional hockey career;

1.07 AND WHEREAS the Club, the Player and the Parents have reached an Agreement with respect to educational training and advancement for the Player while he is playing for the Club;

1.08 AND WHEREAS the Player wishes to play hockey for the Club and the Club wishes that the Player plays hockey for the Club in accordance with the terms hereof;

1.09 AND WHEREAS the Club wishes to encourage the Player to continue the Player's education, complete high school and commence the first year of post secondary education while with the Club.

NOW THEREFORE THIS AGREEMENT WITNESSED that in consideration of the covenants, terms, conditions and provisions herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged by each of the parties, the parties hereto agree as follows:

**ARTICLE 2.00**

The Player covenants and agrees:

2.01 to be registered on a Hockey Canada - Ontario Hockey League Major Junior Playing Card (the "CARD") or affiliate card, with the Club upon presentation of same to the Player by the Club;

2.02 the Player has signed the Ontario Hockey League Standard Player Agreement to which this Schedule "B" has been attached;

2.03 the obligations of the Club under this Schedule "B" are subject to compliance by the Player with the obligations imposed on the Player pursuant to this Schedule "B;

2.04 to continue the Player's education throughout the Player's Major Junior career which will include a minimum of two credits per school term passed and completed while in high school, and a minimum of one college or university or certified trade school course while attending a post secondary institution. The Player will allow the Club to monitor the Player's progress.

**ARTICLE 3.00**

The Parents covenant and agree as follows:

3.01 to encourage the Player to report to Training Camp in sound and good health during each year of the Player's obligation to play for the Club;

3.02 to permit the Player to sign an Ontario Hockey League Standard Player Agreement Form and approve the contents of such Agreement; and

3.03 to permit the Player to be registered to a Hockey Canada Playing Card or affiliate card with the Club.

**ARTICLE 4.00**

The Club covenants and agrees as follows:

4.01 the Club and the Player have entered into an Ontario Hockey League Standard Form Player Contract;

4.02 to register the Player to a Hockey Canada Playing Card;

4.03 to pay for all applicable tuition fees and books for the Player while attending high school, college or university or a certified trade school courses while playing for the Club, providing the Player maintains reasonable attendance and successfully completes his courses with passing grades;

4.04 to provide the Player with access to the Club's academic advisor throughout the course of the season, school year and summer, if necessary; and

4.05 to provide for the payment for an academic tutor, chosen by the Club, during the hockey season, and until the conclusion of the school year, if a tutor is reasonably necessary due to the demands of the Player's hockey schedule.

## ARTICLE 5.00 EDUCATION PACKAGE

5.01 Subject to the terms and conditions herein, at the conclusion of the Player's Ontario Hockey League career, including the overage year if such option is exercised by the Club, the Club shall contribute to the Player's post secondary education costs at a recognized University, College or certified trade school, including fire-fighting, police academy, EMS, etc., on the following terms and conditions:

a) the Club shall contribute in U.S. or Canadian funds (depending on the country in which the Players' parents are domiciled at the time of signing the Ontario Hockey League Standard Player Agreement), for each Complete Season the Player plays with the Club, towards the completion of an General arts, General science and / or General studies undergraduate degree, diploma or trade certificate, which payment shall be applied to the costs of tuition, books, room and board and compulsory fees (Full Ride) for one academic year according to the University / College or State University tariff closest to the domicile of the parents at the time of signing of the OHL Standard Player Agreement, being_____(Name of School), up to a maximum of $_____ per academic year. It is expressly understood and agreed that the Club's contribution for each academic year shall be restricted to the payment of tuition, books, room and board and compulsory fees and shall not exceed the above-noted amount in any single academic year unless otherwise stipulated herein. It is further understood that for a Player living at home or in non-resident housing and attending University / College, at no time shall the payment to the Player for room and board exceed the dollar amount charged by the school that the Player is attending.

b) It is understood and agreed that, for the purpose of paragraph 5.01 (a) herein, a Player who has signed and registered an OHL Standard Player Agreement is deemed to have completed a "Complete Season" if the Player appears in a regular season game for any OHL Club on or after January 10th in that season in order for the Player to receive full entitlement to the Club's annual education payment for such season. If the Player who has signed and registered an OHL Standard Player Agreement appears in a regular season game for any OHL Club in a season prior to January 10th but does not appear in a regular season game on or after January 10th in that season, such Player shall receive entitlement to an amount equal to 50 percent of the amount set out in paragraph 5.01 (a) herein;

c) Such payments shall be made by the OHL Central Scholarship Registry directly to the educational institution in question, upon presentation by the Player of documentation satisfactory to the League confirming the Player's acceptance or enrolment in the institution and upon the Player providing billing or other written documentation

satisfactory to the League confirming the cost of books, tuition fees, room and board costs and compulsory fees (compulsory fees being fees that are necessary for the student to enrol in and successfully complete academic studies and shall exclude any medical and / or dental insurance fees).

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

e) In order to receive the education payments, the Player must enrol in a post secondary educational institution and commence attending classes no later than eighteen (18) months following completion of his OHL Club's regular season in the season in which the Player plays his last OHL career game,, failing which the Club will have no further obligations to the Player with regard to the education payments;

f) Once the Player commences his post secondary education, the Player cannot take a leave of absence from school except for medical reason (doctor's medical report required) and must maintain full time student status, subject only to summer employment as referred to above;

g) It is further understood and agreed that the Player's entitlement to the payments set out in paragraph 5.01 (a) may not be assigned or transferred by the player in whole or in part to any other individual, and that the Club's obligations will cease altogether once the Player completes his undergraduate degree, diploma or trade certificate. It is further understood and agreed that the Club may transfer the education package to another team in the League in conjunction with the transfer of the playing rights with respect to the Player.

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

## ARTICLE 6.00 GENERAL

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

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

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

AGREED TO IN THE PRESENCE OF:

_____ _____

WITNESS HOCKEY CLUB

_____ _____

WITNESS PLAYER

_____ _____

WITNESS PARENT

_____ _____

WITNESS PARENT

# SCHEDULE "B" TO THE ONTARIO HOCKEY LEAGUE

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

THIS AGREEMENT MADE IN TRIPLICATE THIS _____ DAY OF _____, 20__.

AMONG:

(Hereinafter called the "CLUB)

OF THE FIRST PART

AND:

(hereinafter called the "PLAYER")

OF THE SECOND PART

AND:

(hereinafter called the "PARENTS")

1.00 WHEREAS:

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

1.02 AND WHEREAS the Player has exhibited exceptional hockey skills;

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

1.04 AND WHEREAS the Club is desirous of the Player playing for the Club and requires the Player to be registered to a Hockey Canada Playing Card (the "CARD") with the Club or affiliate card and an Ontario Hockey League Standard Players Agreement (The "SPA");

1.05 AND WHEREAS by signing the Card and playing with the Club, the Player will be foregoing certain opportunities to obtain athletic scholarships and other educational funding for his post secondary education;

1.06 AND WHEREAS the Player may suffer an injury during the currency of that contract which prevents the Player from pursuing a professional hockey career or may choose not to pursue a professional hockey career;

1.07 AND WHEREAS the Club, the Player and the Parents have reached an Agreement with respect to educational training and advancement for the Player while he is playing for the Club;

1.08 AND WHEREAS the Player wishes to play hockey for the Club and the Club wishes that the Player plays hockey for the Club in accordance with the term hereof;

1.09 AND WHEREAS the Club wishes to encourage the Player to continue the Player's education, complete high school and commence the first year of post secondary education while with the Club.

NOW THEREFORE THIS AGREEMENT WITNESSED that in consideration of the covenants, terms, conditions and provisions herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged by each of the parties, the parties hereto agree as follows:

**ARTICLE 2.00**

The Player covenants and agrees:

2.01 to be registered on a Hockey Canada - Ontario Hockey League Major Junior Playing Card (the "CARD") or affiliate card, with the Club upon presentation of same to the Player by the Club;

2.02 the Player has signed the Ontario Hockey League Standard Player Agreement to which this Schedule "B" has been attached;

2.03 the obligations of the Club under this Schedule "B" are subject to compliance by the Player with the obligations imposed on the Player pursuant to this Schedule "B;

2.04 to continue the Player's education throughout the Player's Major Junior career which will include a minimum of two credits per school term passed and completed while in high school, and a minimum of one college or university or certified trade school course while attending a post secondary institution. The Player will allow the Club to monitor the Player's progress.

**ARTICLE 3.00**

The Parents covenant and agree as follows:

3.01 to encourage the Player to report to Training Camp in sound and good health during each year of the Player's obligation to play for the Club;

3.02 to permit the Player to sign an Ontario Hockey League Standard Player Agreement Form and approve the contents of such Agreement; and

3.03 to permit the Player to be registered to a Hockey Canada Playing Card or affiliate card with the Club.

**ARTICLE 4.00**

The Club covenants and agrees as follows:

4.01 the Club and the Player have entered into a Ontario Hockey League Standard Form Player Contract;

4.02 to register the Player to a Hockey Canada Playing Card;

4.03 to pay for all applicable tuition fees and books for the Player while attending high school, college or university or a certified trade school courses while playing for the Club, providing the Player maintains reasonable attendance and successfully completes his courses with passing grades;

4.04 to provide the Player with access to the Club's academic advisor throughout the course of the season, school year and summer, if necessary; and

4.05 to provide for the payment for an academic tutor, chosen by the Club, during the hockey season, and until the conclusion of the school year, if a tutor is reasonably necessary due to the demands of the Player's hockey schedule.

## ARTICLE 5.00 EDUCATION PACKAGE

5.01 Subject to the terms and conditions herein, at the conclusion of the Player's Ontario Hockey League career, including the overage year if such option is exercised by the Club, the Club shall contribute to the Player's post secondary education costs at a recognized University, College or certified trade school, including fire-fighting, police academy, EMS, etc., on the following terms and conditions:

a) the Club shall contribute in U.S. or Canadian funds (depending on the country in which the Players' parents are domiciled at the time of signing the Ontario Hockey League Standard Player Agreement), for each Complete Season the Player plays with the Club, towards the completion of a General Arts, General Science and /or General Studies undergraduate degree, diploma or trade certificate, which payment shall be applied to the costs of tuition, books and compulsory fees for one academic year according to the University / College or State University tariff closest to the domicile of the parents at the time of signing of the OHL Standard Player Agreement, being _____(Name of School), up to a maximum of $_____ per academic year. It is expressly understood and agreed that the Club's contribution for each academic year shall be restricted to the payment of tuition, books, and compulsory fees and shall not exceed the above-noted amount in any single academic year unless otherwise stipulated herein.

b) It is understood and agreed that, for the purpose of paragraph 5.01 (a) herein, a Player who has signed and registered an OHL Standard Player Agreement is deemed to have completed a "Complete Season" if the Player appears in a regular season game for any OHL Club on or after January 10th in that season in order for the Player to receive full entitlement to the Club's annual education payment for such season. If the Player who has signed and registered an OHL Standard Player Agreement appears in a regular season game for any OHL Club in a season prior to Januaray 10th but does not appear in a regular season game on or after January 10th in that season, such Player shall receive entitlement to an amount equal to 50 percent of the amount set out in paragraph 5.01 (a) herein;

c) Such payments shall be made by the OHL Central Scholarship Registry directly to the educational institution in question, upon presentation by the Player of documentation satisfactory to the League confirming the Player's acceptance or enrolment in the institution and upon the Player providing billing or other written documentation satisfactory to the League confirming the cost of books, tuition fees and compulsory fees (compulsory fees being fees that are necessary for the student to enrol in and successfully complete academic studies and shall exclude any medical and / or dental insurance fees).

d) In order to receive the education payments referred to herein, the Player must initially qualify academically for the institution in question and must remain academically qualified throughout the

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

e) In order to receive the education payments, the Player must enrol in a post secondary educational institution and commence attending classes no later than eighteen (18) months following completion of his OHL Club's regular season in the season in which the Player plays his last OHL career game,, failing which the Club will have no further obligations to the Player with regard to the education payments;

f) Once the Player commences his post secondary education, the Player cannot take a leave of absence from school except for medical reason (doctor's medical report required) and must maintain full time student status, subject only to summer employment as referred to above;

g) It is further understood and agreed that the Player's entitlement to the payments set out in paragraph 5.01 (a) may not be assigned or transferred by the player in whole or in part to any other individual, and that the Club's obligations will cease altogether once the Player completes his undergraduate degree, diploma or trade certificate. It is further understood and agreed that the Club may transfer the education package to another team in the League in conjunction with the transfer of the playing rights with respect to the Player.

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

**ARTICLE 6.00 GENERAL**

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

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

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

AGREED TO IN THE PRESENCE OF:

| | |
|---|---|
| WITNESS | HOCKEY CLUB |
| WITNESS | PLAYER |
| WITNESS | PARENT |
| WITNESS | PARENT |

# SCHEDULE "C" TO THE ONTARIO HOCKEY LEAGUE

# STANDARD PLAYER AGREEMENT

PERMISSIBLE BENEFITS

AGREED TO IN THE PRESCENCE OF:

| | |
|---|---|
| WITNESS | HOCKEY CLUB |
| WITNESS | PLAYER |
| WITNESS | PARENT |
| WITNESS | PARENT |

# SCHEDULE "B" TO THE ONTARIO HOCKEY LEAGUE STANDARD PLAYER AGREEMENT (IMPORT PLAYER)

THIS AGREEMENT MADE IN TRIPLICATE THIS _____ DAY OF _____, 20____.

AMONG:

(Hereinafter called the "CLUB)

OF THE FIRST PART

AND:

(Hereinafter called the "PLAYER)

OF THE SECOND PART

AND:

(Hereinafter called the "PARENTS")

1.00 WHEREAS:

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

1.02 AND WHEREAS the Player has exhibited exceptional hockey skills;

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

1.04 AND WHEREAS the Club is desirous of the Player playing for the Club and requires the Player to be registered to a Hockey Canada playing card (the "CARD") with the Club or affiliate card and an Ontario Hockey League Standard Players Agreement (The "SPA").

1.05 AND WHEREAS by signing the Card and playing with the Club, the Player will be foregoing certain opportunities to obtain athletic scholarships and other educational funding for his post secondary education;

1.06 AND WHEREAS the Player may suffer an injury during the currency of that contract which prevents the Player from pursuing a professional hockey career, or may choose not to choose a professional hockey career.

1.07 AND WHEREAS the Club, the Player and the Parents have reached an Agreement with respect to educational training and advancement for the Player while he is playing for the Club;

1.08 AND WHEREAS the Player wishes to play hockey for the Club and the Club wishes that the Player plays hockey for the Club in accordance with the terms hereof.

1.09 AND WHEREAS the Club wishes to encourage the Player to continue the Player's education, Complete high school and commence the first year of post secondary education while with the Club.

NOW THEREFORE THIS AGREEMENT WITNESSED that in consideration of the covenants, terms, conditions and provisions herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged by each of the parties, the parties hereto agree as follows:

ARTICLE 2.00

The Player covenants and agrees:

2.01 to be registered on a Hockey Canada / Ontario Hockey League Major Junior Playing Card (the "CARD') or affiliate card with the Club upon presentation of same to the Player by the Club:

2.02 the Player has signed the Ontario Hockey League Standard Player Agreement to which this Schedule "B" has been attached;

2.03 to be bound by the Standard Rules and Regulations as they pertain to all Members of the Club, as the Club may reasonably determine from time-to-time, which would include and not be limited to the use of illegal drugs, abuse of alcohol, continued lateness as curfew, absence from school and leaving the Club for a period of seven (7) days without the Club's consent.

2.04 once the Player is playing for the Club, to make promotional appearances representing the Club, the frequency, times and places of such appearances to be reasonably agreed upon by the Club and the Player;

2.05 to continue his education throughout his Major Junior career which will include a minimum of two credits per school term passed and completed while in high school, and a minimum of one college or university or certified trade school course while attending a post secondary institution. The Player will allow the Club to monitor the Player's progress and must commence one year of post secondary education with the Club.

ARTICLE 3.00

The Parents covenants and agrees as follows:

3.01 to encourage the Player to report to Training Camp in sound and good health during each year of the Player's obligation to play for the Club.

3.02 to permit the Player to sign an Ontario Hockey League Standard Player Agreement Form and approve the contents of such Agreement;

3.03 to permit the Player to sign a Canadian Hockey Association Playing Card or with the Club.

ARTICLE 4.00

The Club covenants and agrees as follows:

4.01 the Club and the Player have entered into an Ontario Hockey League Standard Form Contract;

4.02 to register the Player to a Hockey Canada Playing Card;

4.03 to pay for all applicable tuition fees and books for the Player while attending high school, college or university or a certified trade courses while playing for the Club, providing the Player maintains reasonable attendance and successfully completes his courses with passing grades;

4.04 to provide the Player with access to the Club's academic advisor throughout the course of the season, school year and summer, if necessary;

4.05 to provide for the payment for an academic tutor, chosen by the Club, during the hockey season, and until the conclusion of the school year, if a tutor is reasonably necessary due to the demands of the Player's hockey schedule;

ARTICLE 5.00 – GENERAL

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

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

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

AGREED TO IN THE PRESENCE OF:

| | |
|---|---|
| WITNESS | HOCKEY CLUB |
| WITNESS | PLAYER |
| WITNESS | PARENT |
| WITNESS | PARENT |

# ONTARIO HOCKEY LEAGUE
# TRY OUT AGREEMENT

## 2012-2013 SEASON

Date _____

Memorandum of Agreement

Between _____
hereinafter called the "Player"

and _____

OHL Hockey Club
hereinafter called the "Club"

_____
Place of Residence or other base of player

The player agrees to present himself, when called upon to do so on terms to be mutually agreed upon, at the Club's training camp for the purpose of demonstrating, to the best of his ability, his qualifications as a hockey player; and further agrees that if such qualifications, in the opinion of the Club, justify the Club in offering him a Hockey Canada Player Registration Certificate and OHL Standard Player's Agreement to play on their OHL Hockey Club, he will sign such documents on terms to be mutually agreed upon which are in accordance with the rules, regulations and policies of the League.

_____
Witness

_____
Player's Signature

_____
Address

_____
Parent or Guardian

_____
City Postal Code

_____ OHL Hockey Club

Per _____

**FOR PLAYER ONLY**

Name in Full _____

Place of Birth _____

Day _____ Month _____ Year _____

Height _____ Weight _____

Position _____ Shoots _____
(R or L)

LAST TEAM REGISTERED WITH _____

COACH'S NAME _____

PHONE NO. _____

MANAGER'S NAME _____

PHONE NO. _____

**EDUCATIONAL INFORMATION**

School _____

Grade _____

Program _____

Etcetera _____

**OHL OFFICE APPROVAL**

Per _____
Commissioner

Date _____

# JJ

This is Exhibit "JJ" referred to
in the affidavit of David E. Branch,
sworn before me, this day of
December, 2015

A commissioner, etc.

Revenue Canada / Revenu Canada

Tax Services Office
Sudbury ON P3A 5C1

September 18, 1997

THE SUDBURY WOLVES HOCKEY CLUB
LIMITED
240 ELGIN ST
SUDBURY ON P3E 3N6

Account Number
89175 7288 RP

Dear Eunice Watson:

This is further to our telephone conversation of today.

This letter will serve to advise you that all of your O.H.L. players are not considered to be employed under a contract of service with the Sudbury Wolves Hockey Club. As such, you are not required to deduct Canada Pension Plan contributions and Employment Insurance Premiums nor should you be issuing T4 slips for these players.

The amount you are paying for the players room and board and pocket money is considered a reimbursement for their living expenses and not considered as employment income.

Please submit a copy of this letter along with a list of the O.H.L. players and their social insurance numbers for the 1994, 1995 and 1996 taxation years and we will prepare a refund of the employer's portion of these premiums as well as prepare amended T4 slips for the players to refund their portion of these premiums as applicable.

I trust this is the information you require.

Yours truly,

Peter Menard
CPP/EI Rulings Officer

Canada

Sudbury Tax Services Office
1050 Notre Dame Avenue
Sudbury ON P3A 5C1

Local: (705) 670-6401
Long Distance: 1-800-568-5600
Fax: (705) 671-0284

# KK

This is Exhibit "KK" referred to
in the affidavit of David E. Branch,
sworn before me, this day of
December, 2015

A commissioner, etc.

## Player Expense Reimbursement Form

Player Name: ANTHONY D. FRUSCIA Date: FEB 11 2015

OHL Club: NIAGARA ICEDOGS

Expenses For the Month of: FEB (Month) 2015 (Year)

| Date | Description / Expense Category | Cost |
|---|---|---|
| OCT 22 15 | CAR REPAIRS | $415.00 |
| 01/17/15 | GAS | $44.00 |
| 01/30/15 | GAS | $42.25 |
| 02/09/15 | GAS | $47.50 |
| | | |
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| | | |

TOTAL EXPENSES $548.75

ALLOWABLE EXPENSE CATEGORIES (not otherwise paid by the Club)

1. Team Entertainment (Team movie nights, etc.)
2. Clothing (suits as per Team's requirements)
3. Car Mileage and Insurance
4. Supplementary Meals while Travelling or Training
5. Dietary / Nutrition Supplements
6. Training Apparel
7. Off-Season Training (over and above Standard Benefits)
8. Extra Disability / Health Insurance
9. Physicals required prior to Training Camp

Player's Signature 02/11/14 Date

Important: All OHL players are requested to maintain a record of their monthly expenses over a 12 month period. Please be sure to keep your receipts and submit your expense claim when requested to do so by your OHL Club.

*Mileage rate as determined by OHL Club.

# LL

This is Exhibit "LL" referred to
in the affidavit of David E. Branch,
sworn before me, this day of
December, 2015

A commissioner, etc.

CERTIFICATION OF ENROLLMENT

**ENGROSSED SENATE BILL 5893**

64th Legislature
2015 Regular Session

Passed by the Senate April 16, 2015
Yeas 47 Nays 1

**President of the Senate**

Passed by the House April 15, 2015
Yeas 91 Nays 7

**Speaker of the House of Representatives**

Approved

**Governor of the State of Washington**

CERTIFICATE

I, Hunter G. Goodman, Secretary of the Senate of the State of Washington, do hereby certify that the attached is **ENGROSSED SENATE BILL 5893** as passed by Senate and the House of Representatives on the dates hereon set forth.

**Secretary**

FILED

**Secretary of State**
**State of Washington**

# ENGROSSED SENATE BILL 5893

AS AMENDED BY THE HOUSE

Passed Legislature - 2015 Regular Session

**State of Washington 64th Legislature 2015 Regular Session**

**By** Senators Fain, Mullet, Litzow, Liias, and Hargrove

Read first time 02/09/15. Referred to Committee on Commerce & Labor.

AN ACT Relating to the nonemployee status of athletes in amateur sports; amending RCW 49.12.005; reenacting and amending RCW 49.46.010; and creating a new section.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

NEW SECTION. **Sec. 1.** The legislature recognizes that junior ice hockey teams that are members of regional, national, or internationally recognized leagues provide significant benefits to their players by teaching them valuable athletic skills and interpersonal life skills. These junior teams also provide significant financial support to their communities as tenants of arenas owned, operated, or managed by public facilities districts. The legislature seeks to assist in the financial stability of public facilities districts and to ensure the viability of junior ice hockey in the state by clarifying that these young athletes are not employees of their teams.

**Sec. 2.** RCW 49.12.005 and 2003 c 401 s 2 are each amended to read as follows:

For the purposes of this chapter:

(1) "Department" means the department of labor and industries.

(2) "Director" means the director of the department of labor and industries, or the director's designated representative.

(3)(a) Before May 20, 2003, "employer" means any person, firm, corporation, partnership, business trust, legal representative, or other business entity which engages in any business, industry, profession, or activity in this state and employs one or more employees but does not include the state, any state institution, any state agency, political subdivision of the state, or any municipal corporation or quasi-municipal corporation. However, for the purposes of RCW 49.12.265 through 49.12.295, 49.12.350 through 49.12.370, 49.12.450, and 49.12.460 only, "employer" also includes the state, any state institution, any state agency, political subdivisions of the state, and any municipal corporation or quasi-municipal corporation.

(b) On and after May 20, 2003, "employer" means any person, firm, corporation, partnership, business trust, legal representative, or other business entity which engages in any business, industry, profession, or activity in this state and employs one or more employees, and includes the state, any state institution, state agency, political subdivisions of the state, and any municipal corporation or quasi-municipal corporation. However, this chapter and the rules adopted thereunder apply to these public employers only to the extent that this chapter and the rules adopted thereunder do not conflict with: (i) Any state statute or rule; and (ii) respect to political subdivisions of the state and any municipal or quasi-municipal corporation, any local resolution, ordinance, or rule adopted under the authority of the local legislative authority before April 1, 2003.

(4) "Employee" means an employee who is employed in the business of the employee's employer whether by way of manual labor or otherwise. <u>"Employee" does not include an individual who is at least sixteen years old but under twenty-one years old, in his or her capacity as a player for a junior ice hockey team that is a member of a regional, national, or international league and that contracts with an arena owned, operated, or managed by a public facilities district created under chapter 36.100 RCW.</u>

(5) "Conditions of labor" means and includes the conditions of rest and meal periods for employees including provisions for personal privacy, practices, methods and means by or through which labor or services are performed by employees and includes bona fide physical

qualifications in employment, but shall not include conditions of labor otherwise governed by statutes and rules and regulations relating to industrial safety and health administered by the department.

(6) For the purpose of chapter 16, Laws of 1973 2nd ex. sess. a minor is defined to be a person of either sex under the age of eighteen years.

**Sec. 3.** RCW 49.46.010 and 2014 c 131 s 2 and 2013 c 141 s 1 are each reenacted amended to read as follows:

As used in this chapter:

(1) "Director" means the director of labor and industries;

(2) "Employ" includes to permit to work;

(3) "Employee" includes any individual employed by an employer but shall not include:

(a) Any individual (i) employed as a hand harvest laborer and paid on a piece rate basis in an operation which has been, and is generally and customarily recognized as having been, paid on a piece rate basis in the region of employment; (ii) who commutes daily from his or her permanent residence to the farm on which he or she is employed; and (iii) who has been employed in agriculture less than thirteen weeks during the preceding calendar year;

(b) Any individual employed in casual labor in or about a private home, unless performed in the course of the employer's trade, business, or profession;

(c) Any individual employed in a bona fide executive, administrative, or professional capacity or in the capacity of outside salesperson as those terms are defined and delimited by rules of the director. However, those terms shall be defined and delimited by the human resources director pursuant to chapter 41.06 RCW for employees employed under the director of personnel's jurisdiction;

(d) Any individual engaged in the activities of an educational, charitable, religious, state or local governmental body or agency, or nonprofit organization where the employer-employee relationship does not in fact exist or where the services are rendered to such organizations gratuitously. If the individual receives reimbursement in lieu of compensation for normally incurred out-of-pocket expenses or receives a nominal amount of compensation per unit of voluntary service rendered, an employer-employee relationship is deemed not to exist for the purpose of this section or for purposes of membership

or qualification in any state, local government, or publicly supported retirement system other than that provided under chapter 41.24 RCW;

(e) Any individual employed full time by any state or local governmental body or agency who provides voluntary services but only with regard to the provision of the voluntary services. The voluntary services and any compensation therefor shall not affect or add to qualification, entitlement, or benefit rights under any state, local government, or publicly supported retirement system other than that provided under chapter 41.24 RCW;

(f) Any newspaper vendor, carrier, or delivery person selling or distributing newspapers on the street, to offices, to businesses, or from house to house and any freelance news correspondent or "stringer" who, using his or her own equipment, chooses to submit material for publication for free or a fee when such material is published;

(g) Any carrier subject to regulation by Part 1 of the Interstate Commerce Act;

(h) Any individual engaged in forest protection and fire prevention activities;

(i) Any individual employed by any charitable institution charged with child care responsibilities engaged primarily in the development of character or citizenship or promoting health or physical fitness or providing or sponsoring recreational opportunities or facilities for young people or members of the armed forces of the United States;

(j) Any individual whose duties require that he or she reside or sleep at the place of his or her employment or who otherwise spends a substantial portion of his or her work time subject to call, and not engaged in the performance of active duties;

(k) Any resident, inmate, or patient of a state, county, or municipal correctional, detention, treatment or rehabilitative institution;

(l) Any individual who holds a public elective or appointive office of the state, any county, city, town, municipal corporation or quasi municipal corporation, political subdivision, or any instrumentality thereof, or any employee of the state legislature;

(m) All vessel operating crews of the Washington state ferries operated by the department of transportation;

(n) Any individual employed as a seaman on a vessel other than an American vessel;

(o) Any farm intern providing his or her services to a small farm which has a special certificate issued under RCW 49.12.470;

(p) An individual who is at least sixteen years old but under twenty-one years old, in his or her capacity as a player for a junior ice hockey team that is a member of a regional, national, or international league and that contracts with an arena owned, operated, or managed by a public facilities district created under chapter 36.100 RCW;

(4) "Employer" includes any individual, partnership, association, corporation, business trust, or any person or group of persons acting directly or indirectly in the interest of an employer in relation to an employee;

(5) "Occupation" means any occupation, service, trade, business, industry, or branch or group of industries or employment or class of employment in which employees are gainfully employed;

(6) "Retail or service establishment" means an establishment seventy-five percent of whose annual dollar volume of sales of goods or services, or both, is not for resale and is recognized as retail sales or services in the particular industry;

(7) "Wage" means compensation due to an employee by reason of employment, payable in legal tender of the United States or checks on banks convertible into cash on demand at full face value, subject to such deductions, charges, or allowances as may be permitted by rules of the director.

**--- END ---**

# MM

This is Exhibit "MM" referred to in the affidavit of David E. Branch, sworn before me, this day of December, 2015

A commissioner, etc.

**Dave Ogrean**
*Executive Director*

1775 Bob Johnson Drive | Colorado Springs, CO 80906-4090
phone 719.538.1163 | fax 719.538.1168 | email daveo@usahockey.org

February 19, 2015

Glen McCurdie, Vice President
Hockey Canada
151 Canada Olympic Road SW
Suite 201
Calgary, Alberta T3B 6B7

Dear Glen,

For clarification, all U.S.-based teams and players that compete in the Canadian Hockey League are members of USA Hockey.

The statement by John Vanbiesbrouck that originally appeared in the *Toronto Star* story on Feb. 18, 2015, that they are not members of USA Hockey is incorrect. As I believe you know, John is a volunteer in the capacity as chair of our Junior Council. He was understandably not aware of the details of this issue as it falls operationally in international hockey.

Hope this clears up any misunderstanding. Feel free to share this letter as needed.

Sincerely,

David W. Ogrean

Dave Ogrean

# NN

This is Exhibit "NN" referred to
in the affidavit of David E. Branch,
sworn before me, this day of
December, 2015

A commissioner, etc.

**C A N A D A**

PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

**SUPERIOR COURT**
(Civil Division)

---

**NO:**

**GLENN RICHARD GUMBLEY**, domiciled and residing at 1095 rue Godin, Montreal, District of Montreal, Province of Quebec, H4H 2B6;

Plaintiff

vs.

**CANADIAN HOCKEY LEAGUE (CHL)**, a corporation having a place of business at 305 Milner Avenue, Suite 201, Scarborough, Province of Ontario, M1B 3V4;

and

**QUÉBEC MAJOR JUNIOR HOCKEY LEAGUE INC.**, a corporation duly constituted under the laws of Quebec and having a place of business at 1205 Ampère Street, Suite 201, Boucherville, District of Longueuil, Province of Quebec, J4B 7M6;

and

**ONTARIO HOCKEY LEAGUE (OHL)**, a corporation having a place of business at 305 Milner Street, Suite 200, Scarborough, Province of Ontario, M1B 3V4;

*and*

**WESTERN HOCKEY LEAGUE (WHL)**, a corporation having a place of business at 2424, University Drive N.W., Penthouse, Calgary, Province of Alberta, T2N 3Y9;

*Defendants*

---

## MOTION TO INSTITUTE PROCEEDINGS

**TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT, SITTING IN PRACTICE DIVISION, IN AND FOR THE DISTRICT OF MONTREAL, PLAINTIFF RESPECTFULLY SUBMITS AS FOLLOWS:**

## OVERVIEW

1. Plaintiff, Glenn Gumbley, has been the victim of defamation by Defendants, who have singled him and his family out in recent press releases published and diffused on their website with respect to a class action lawsuit filed against anyone of the Defendants;

2. On or around October 20th, 2014, Defendants concerted to publish and diffuse on their websites a press release, the whole as it more fully appears a copy of said press release, **EXHIBIT P-1**, communicated to Defendants with the service hereof;

3. That it more fully appears from the press release, Exhibit P-1, Defendants make explicit reference to Plaintiff, reproduced as follow:

> *"In addition, despite all mentions to the contrary, recent communications and social media posts by Glenn Gumbley of the CHLPA lead us to believe that the Gumbleys are still actively involved on the fringes of junior hockey in Canada and with this action. The CHL will once again issue warnings to our players and their parents cautioning them about the Gumbleys."*

4. Defendants have published said press release with specific reference to Plaintiff, without the latter having any direct or indirect involvement in the class action filed against any of Defendants;

5. In response to said press release, Plaintiff instructed the undersigned attorneys to send a letter of demand to Defendants, as it more fully appears from a copy of said letter dated November 7th, 2014 and proof of service thereof, **EXHIBIT P-2** bundle, communicated to Defendants with the service hereof;

6. As it more fully appears from a copy of the letter, Exhibit P-2, Plaintiff denounced Defendants' malicious attempt to divert any negative press that the class action brought upon Defendants unto Plaintiff and his family in a reckless and defamatory manner;

7. In addition to reserving his rights and recourses, Defendants were summoned, pursuant to said letter of demand, Exhibit P-2, to immediately publish a complete public apology and retraction on each of Defendants' websites for a certain period of time, failure to which legal action would be taken, as it more fully appears therein;

8. Notwithstanding, the demands formulated in the letter of demand, Exhibit P-2, Defendants have neglected and failed to comply therewith;

9. As a direct result of Defendants' failure and/or refusal to comply with this demand, Plaintiff has been subjected to a verbiage of criticism, slanders, defamatory remarks and defamation of character by social media and other internet commentators since the publication of said press release, Exhibit P-1, which have persisted until the time of the present proceedings, the whole as more fully appears from a series of twitter comments, **EXHIBIT P-3** bundle, communicated to Defendants with the service hereof;

10. Plaintiff is known under the alias of "@theCHLPA" on Twitter, which he uses exclusively for all conversations on that platform;

11. The Twitter comments, Exhibit P-3, can be summarized as follows:

- On or around December 5th 2014: Josh Morrisson @morriskeyson: @theCHLPA thx stop spending your life with 17 year olds loser probably bring ur dog and bald ass to high school parties n shit creepazoid

- On or around December 5th 2014: Corey Hirsch @CoreyHirsch: @theCHLPA the only thing you care about is you.

- On or around December 5th 2014: Corey Hirsch @CoreyHirsch: @theCHLPA you're one of those people that crave conflict. You could care less about the kids. All...Yes all of my friends are better for it.

- On or around November 23rd 2014 Derek Halldorson @halldy20: @jedoksos @theCHLPA agreed probably out of medication and doesn't get his welfare cheque till the end of the month

- On or around November 23rd 2014 Derek Halldorson @hallyd20: @theCHLPA haha nice that's all you got, good bye pedophile

- On or around November 23rd 2014 Derek Halldorson @hallyd20: @theCHLPA haha good one and all you do is attack the CHL there pedophile .

- November 12th 2014: Anthony Curtis @tcc71: @theCHLPA lmao you're a scumbag ive heard all about u

- November 6th 2014: Yersenia @wbrey: @theCHLPA So which Gumbley are you? The one convicted of defrauding junior players twice? Or the one who tried to represent them? #idiots

- October 29th 2014: Cyclone @CycloneGU: @theCHLPA "Thanks to Gumbley & CHLPA" – On your Web site Gumbley was a mistake. So clearly you are Gumbley trying to lie. Again.

- October 28th 2014: Cyclone @CylcloneGY: @theCHLPA @hallyd20 @VickyGrygar @SteveClarkMedia – The fact that two years later you still want to exploit them is ridiculous;.

- October 22nd 2014: Robert Dilworth @Rpickle_27: @CycloneGU @Spencer5Abraham @timkingsbury the CHLPA is a fraud, it's a disgrace to hockey. Spencer has the right perspective #LoveTheGame

- October 27th 20124: Cyclone @CylcloneGY:
@VickyGrygar @theCHLPA @halldy20 @SteveClarkMedia - I love how a special interest group (the union) is willing to waste money. Wow.

- October 20th 2014: John Matisz @MatiszJohn: CHL "will vigorously defend" itself. Part of joint statement from CHL's 3 commissioners, re: class action lawsuit:

> In terms of the class action that was filed today in Toronto late last week, the CHL, our member leagues and teams will vigorously defend ourselves against this action which will not only have a negative effect on hockey in Canada but through all sports in which amateur student athletes are involved.
>
> In addition, despite all mentions to the contrary, recent communications and social media posts by Glenn Gumbley of the CHLPA lead us to believe that the Gumbleys are still actively involved on the fringes of junior hockey in Canada and with this action. The CHL will once again issue warnings to our players and their parents cautioning them about them Gumbleys.

- October 20th 2014: Patrick Johnston @risingaction: CHL statement dodges issue of pay (which isn't surprising, given pending litigation) and reminds us about Gumbleys

- October 20th 2014: Ian Shantz @IanShantz: The Gumbley Bros. Circus is back! Two-ring company.

12. That said comments include, but are not limited to commentary from influential public figures, such as the November 22nd, 2014, tweet from Corey Hirsch, former National Hockey League Goalie and currently Goalie Coach with the St-Louis Blues NHL franchise;

13. It is evident from the foregoing that Defendants have strategically and intentionally used Plaintiff's name in their press release, Exhibit P-1, in an attempt to find the perfect scapegoat to demonize in order to deflect the negative press surrounding their legal matters;

14. That Defendants' actions are exacerbated by the parties' history, through which they are stopped at nothing to discredit Plaintiff and bring any about negative press;

15. The above-mentioned comments are blatantly injurious and prejudicial to Plaintiff and have severely and negatively impacted his online presence and reputation in the Canadian hockey community;

16. In addition, the irresponsible and malicious comments, Exhibit P-3, are a direct result of the unconscionable press release, Exhibit P-1, and have destroyed Plaintiff and his family's reputation;

17. As a consequence of the foregoing, Plaintiff is justified in claiming an amount of SIXTY THOUSAND DOLLARS ($60,000.00) for defamation to his character by Defendants, who collectively constitute the foremost authorities in Canadian hockey, holding a privileged position in Canadian society and culture;

18. In addition to the foregoing, Defendants reprehensible actions are subject to punitive damages in the amount of FORTY THOUSAND DOLLARS ($40,000.00);

19. All the facts contained in the present motion occurred in the judicial district *of Montreal*;

20. All the facts in the present motion to institute proceedings are true;

**FOR THESE REASONS MAY IT PLEASE THIS COURT TO:**

**GRANT** the present motion;

**CONDEMN** Defendants solidarily to pay to Plaintiff the amount of *$100,000.00, sauf à parfaire*, plus interest at the legal rate as of October 20, 2014, plus the additional indemnity provided at section 1619 of the *Civil Code of Québec*;

**THE WHOLE** with costs against the Defendants.

COPIE CONFORME/TRUE COPY

Legal Logik Inc.

LEGAL LOGIK INC.

**MONTRÉAL**, December 8, 2014

Legal Logik Inc.

**Legal Logik Inc.**
Attorneys for Plaintiff

## NOTICE TO DEFENDANTS AS TO CONTESTATION

Take notice that the Plaintiff has filed this application in the office of the **Superior Court** of the judicial district of Montreal.

To file an answer to this application, you must file an Appearance, personally or by advocate, at the courthouse of Montreal, 1, rue Notre-Dame Est, Montreal (Québec), H2Y 1B6, within 10 days of service of this Motion.

If you fail to file an Appearance within the time limit indicated, a judgment by default may be rendered against you without further notice upon the expiry of the 10-day period.

If you file an Appearance, the application will be presented before the court on **January 27, 2015, at 9h00, in Room 2.16.** On that date, the court may exercise such powers as are necessary to ensure the orderly progress of the proceeding of the court may hear the case, unless you make a written agreement with the Plaintiff or the Plaintiff's advocate on a timetable for the orderly progress of the proceeding. The timetable must be filed in the office of the Court.

## REQUEST FOR TRANSFER OF A SMALL CLAIM

As the Defendant, you may make a request to the clerk for the action to be disposed of before the small claims division of the Quebec Court, pursuant to the rules of Book VIII of the *Code of Civil Procedure of Quebec* (R.S. Q. C-25), if the amount claimed does not exceed $7,000.00, exclusive of interest, if you would be admissible as a Plaintiff under that Book and if the action would be admissible under that Book.

Should you fail to make such a request, you may be liable for costs greater than those applicable under Book VIII of this Code.

**MONTREAL,** December 8, 2014

COPIE CONFORME/TRUE COPY
LEGAL LOGIK INC.

**LEGAL LOGIK INC.**
Attorneys for Plaintiff

**CANADA**

PROVINCE OF QUÉBEC
DISTRICT OF **MONTREAL**

**SUPERIOR COURT**
(Civil Division)

**NO:**

**GLENN RICHARD GUMBLEY;**

Plaintiff

vs.

**CANADIAN HOCKEY LEAGUE (CHL);**
and
**QUÉBEC MAJOR JUNIOR HOCKEY LEAGUE INC.;**
and
**ONTARIO HOCKEY LEAGUE (OHL);**
and
**WESTERN HOCKEY LEAGUE (WHL);**

Defendants

## LIST OF EXHIBITS

**EXHIBIT P-1:** Copy of press release dated October 20, 2014;

**EXHIBIT P-2:** Copy of demand letter dated November 7, 2014, and proof of service bundle;

**EXHIBIT P-3:** Copy of the series of Twitter comments;

**MONTRÉAL**, December 8, 2014

**Legal Logik Inc.**
Attorneys for Plaintiff

COPIE CONFORME/TRUE COPY
LEGAL LOGIK INC.

NO: 500-17-085706-144

**SUPERIOR COURT**
**DISTRICT OF MONTREAL**

**GLENN GUMBLEY;**
Plaintiff
v.

**CANADIAN HOCKEY LEAGUE (CHL).;**
and
**QUÉBEC MAJOR JUNIOR HOCKEY LEAGUE INC.;**
and
**ONTARIO HOCKEY LEAGUE (OHL);**
and
**WESTERN HOCKEY LEAGUE (WHL);**
Defendants

**MOTION TO INSTITUTE PROCEEDINGS**

**DEFENDANT COPY, CANADIAN HOCKEY LEAGUE (CHL).**

| Mon dossier : | 01 767 (Me Jamie Benizri) | BL5655 |
|---|---|---|


# LEGAL LOGIK INC.

7575 TransCanadienne, BUREAU 407
SAINT-LAURENT (QUÉBEC) TÉL: (514) 419-4069
CANADA H4T 1V6 TÉLÉC: (514) 419-4068
DOMICILE ÉLU
JEAN-FELIX BOUCHARD – HUISSIERS DE JUSTICE
430 STE-HELENE
MONTREAL, QUEBEC
H2Y 2K9

-

OO

This is Exhibit "OO" referred to in the affidavit of David E. Branch, sworn before me, this day of December, 2015

A commissioner, etc.

CANADA

PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL

COUR SUPÉRIEURE
(Chambre civile)

NO: 500-17-085706-144

**GLENN RICHARD GUMBLEY**

Demandeur

c.

**CANADIAN HOCKEY LEAGUE (CHL)**

et

**QUÉBEC MAJOR JUNIOR HOCKEY LEAGUE INC.**

et

**ONTARIO HOCKEY LEAGUE (OHL)**

et

**WESTERN HOCKEY LEAGUE (WHL)**

Défenderesses

## DÉFENSE

**EN DÉFENSE À LA REQUÊTE INTRODUCTIVE D'INSTANCE DU DEMANDEUR, CANADIAN HOCKEY LEAGUE (CHL), QUÉBEC MAJOR JUNIOR HOCKEY LEAGUE INC., ONTARIO HOCKEY LEAGUE (OHL) ET WESTERN HOCKEY LEAGUE (WHL) (COLLECTIVEMENT, LES « DÉFENDERESSES ») EXPOSENT CE QUI SUIT :**

1. Les Défenderesses nient les allégations contenues au paragraphe 1 de la Requête introductive d'instance (la « **Requête** » ) et réfèrent à ce qui est ci-après exposé;

2. Quant aux allégations contenues aux paragraphes 2, 3 et 4 de la Requête, les Défenderesses admettent avoir publié le communiqué de presse mentionné à ces paragraphes, lequel est communiqué par le Demandeur comme pièce P-1 au soutien de sa Requête (le « **Communiqué de presse** ») et réfèrent la Cour à ce document, niant tout le reste et ajoutant que le Communiqué de presse n'est pas diffamatoire envers le Demandeur;

3. Quant aux allégations contenues aux paragraphes 5 à 8 de la Requête, les Défenderesses admettent avoir reçu la lettre de mise en demeure mentionnée à ces paragraphes, laquelle est communiquée par le Demandeur comme pièce P-2 au soutien de sa Requête, mais nient l'exactitude des faits et la légitimité des revendications contenus dans cette lettre et nient qu'il s'agissait d'une tentative malveillante de détourner la presse négative liée au recours collectif de façon téméraire et diffamatoire;

4. Les Défenderesses nient, telles que rédigées, les allégations contenues au paragraphe 9 de la Requête et ajoutent qu'elles ignorent et n'ont eu aucune implication en ce qui concerne les commentaires publiés sur *twitter* (les « **Commentaires** ») communiqués par le Demandeur comme pièce P-3 au soutien de sa Requête;

5. Les Défenderesses ignorent les allégations contenues au paragraphe 10 de la Requête;

6. Quant aux allégations contenues aux paragraphes 11 et 12 de la Requête, les Défenderesses réfèrent la Cour à la pièce P-3 et réitèrent qu'elles ignorent et n'ont eu aucune implication quant à ces Commentaires;

7. Les Défenderesses nient les allégations contenues au paragraphe 13 et s'en remettent à la pièce P-1, niant tout ce qui n'y est pas conforme;

8. Les Défenderesses nient, telles que rédigées, les allégations contenues au paragraphe 14 de la Requête et ajoutent qu'il existe effectivement un « historique entre les parties » (« *parties' history* »), tel que décrit ci-dessous;

9. Les Défenderesses nient les allégations contenues aux paragraphes 15 à 18 de la Requête;

10. Les Défenderesses ignorent les allégations contenues au paragraphe 19 de la Requête;

11. Les Défenderesses nient les allégations contenues au paragraphe 20 de la Requête;

**ET DANS LE BUT DE RÉTABLIR LES FAITS, LES DÉFENDERESSES AJOUTENT CE QUI SUIT :**

**Les Défenderesses**

12. La Ligue canadienne de hockey (la « **LCH** ») est la plus importante ligue de développement de hockey au monde avec 52 équipes canadiennes et huit équipes américaines qui participent à la Ligue de hockey de l'Ontario (la

« **LHO** »), la Ligue de hockey junior majeur du Québec (la « **LHJMQ** ») et la Ligue de hockey de l'Ouest (la « **LHOu** »);

**Le Demandeur**

13. Le Demandeur est le fondateur de la soi-disant Association des joueurs de la Ligue canadienne de hockey (l'« **AJLCH** »), une « association » qu'il semble avoir fondée en 2012;

**Le recours collectif proposé**

14. Le 17 octobre 2014, un recours collectif proposé au montant de 180 millions a été déposé contre les Défenderesses et d'autres parties à Toronto basé sur des allégations à l'effet que les Défenderesses, ainsi que les équipes participantes dans les ligues des Défenderesses, auraient contrevenu à la législation relative au salaire minimum (le « **Recours collectif proposé** »), le tout tel qu'il appert d'une copie de la déclaration déposée par le requérant Samuel Berg le 17 octobre 2014 (la « **Déclaration** ») communiquée comme **pièce D-1**;

15. Le 20 octobre 2014, une déclaration amendée (la « **Déclaration amendée** ») a été déposée par le requérant Samuel Berg, le tout tel qu'il appert d'une copie de la Déclaration amendée communiquée comme **pièce D-2**;

16. Le 29 octobre 2014, seulement neuf jours après la publication du Communiqué de presse, un recours collectif proposé au montant de 50 millions basé sur les mêmes allégations que celles décrites dans le Recours collectif proposé a été déposé contre les Défenderesses et d'autres parties au Québec par le requérant Lukas Walter, lequel était initialement représenté par les procureurs du Demandeur dans ce recours (le « **Recours collectif proposé au Québec** »), le tout tel qu'il appert d'une copie de la requête pour autorisation d'exercer un recours collectif déposée par le requérant Lukas Walter le 29 octobre 2014 communiquée comme **pièce D-3**;

17. Le 31 octobre 2014, un nouveau recours collectif proposé basé sur les mêmes allégations que celles décrites dans le Recours collectif proposé a été déposé à Calgary (le « **Recours collectif proposé en Alberta** »), le tout tel qu'il appert d'une copie de la déclaration déposée par le requérant Lukas Walter le 31 octobre 2014 communiquée comme **pièce D-4**;

18. Les Défenderesses nient les allégations du Recours collectif proposé, du Recours collectif Proposé au Québec et du Recours collectif proposé en Alberta et entendent se défendre vigoureusement à l'encontre de ces recours;

**La participation du Demandeur en marge du hockey junior au Canada**

19. Le Demandeur et son frère ont été activement impliqués en marge du hockey junior au Canada par le passé, notamment tel que décrit ci-dessous;

20. L'« historique entre les parties » remonte à 2009, lorsqu'il a été porté à l'attention des Défenderesses que *l'Ontario Central Scouting Corporation* (l'« **OCSC** »), une personne morale dont l'unique administrateur était le frère du Demandeur, Randy Gumbley, organisait des équipes de hockey canadiennes afin qu'elles participent à des tournois de hockey qui se tiendraient en Europe en août 2009 (les « **Tournois européens** ») et utilisait sur son site Internet, sans autorisation, les logos de la LHO et de l'Association canadienne de hockey (aussi connue sous le nom de Hockey Canada), alors que ni l'OCSC, ni ses équipes, ne faisaient partie de Hockey Canada ou de ses divisions;

21. Hockey Canada a envoyé un avis aux fédérations de hockey sur glace française et allemande et à la Fédération internationale de hockey sur glace (la « **FIHG**») indiquant que l'OCSC n'était pas associée, affiliée ou membre de Hockey Canada et que, considérant que Hockey Canada n'avait aucune juridiction sur l'OCSC, elle ne pouvait pas approuver la participation de l'OCSC aux Tournois européens;

22. Lorsque les fédérations de hockey sur glace française et allemande et la FIHG ont appris que l'OCSC ne faisait pas partie de Hockey Canada, elles ont apparemment retiré leurs équipes des Tournois européens;

23. Suite à ces événements, l'OCSC a déposé une action au montant de 3,5 millions contre Hockey Canada (le « **Recours du frère du Demandeur** »), le tout tel qu'il appert d'une copie de la déclaration déposée par l'OCSC le 4 mai 2011 communiquée comme **pièce D-5**;

24. Hockey Canada s'est vigoureusement défendue contre le Recours du frère du Demandeur, le tout tel qu'il appert notamment d'une copie de la défense amendée déposée par Hockey Canada le 13 juillet 2011 (la « **Défense amendée de HC** ») communiquée comme **pièce D-6**;

25. Le Recours du frère du Demandeur a finalement été rejeté par la Cour supérieure de justice de l'Ontario, le tout tel qu'il appert d'une copie de l'ordonnance rendue par l'honorable juge Murray le 9 janvier 2014 communiquée comme **pièce D-7**;

26. Il est important de noter que, tel que décrit dans la Défense amendée de HC (pièce D-6), suite aux événements entourant l'organisation des Tournois européens, le frère du Demandeur a plaidé coupable à de multiples chefs d'accusation individuels de « fraude de moins de 500 $ », a été condamné à 45 jours de prison, a reçu une interdiction de s'impliquer dans le hockey mineur canadien pour cinq ans et a été condamné à faire un don à une œuvre de charité sportive;

27. De plus, tel que décrit dans la Défense amendée de HC (pièce D-6), dans le cadre de procédures en cours au moment des faits en litige dans le Recours du frère du Demandeur, le frère du Demandeur avait également été reconnu

coupable d'avoir fraudé le public en soutirant une somme de 100 000 $ à neuf parents de joueurs de hockey qui croyaient payer le frère du Demandeur pour un programme de hockey d'une année complète pour leurs enfants et a été condamné à l'assignation à résidence pour un mois et à un couvre-feu pour 11 mois additionnels;

28. En 2011, motivé par la colère qu'il éprouvait contre les Défenderesses et Hockey Canada découlant de ce qu'il considérait comme une tentative réussie pour saboter l'initiative de son frère d'organiser les Tournois européens via un abus de position dominante, le Demandeur a commencé à s'impliquer activement en marge du hockey junior au Canada;

29. Au cours de l'été 2012, l'AJLCH a été fondée par le Demandeur, bien que, tel qu'expliqué ci-dessous, son implication auprès de l'AJLCH a initialement été cachée, dans le but de syndiquer les joueurs évoluant dans les ligues des Défenderesses et de demander et d'obtenir une certification syndicale dans chacune des provinces où se trouvent des équipes de la LCH, ainsi qu'aux États-Unis;

30. À cette époque, un dénommé Derek Clarke agissait à titre de porte-parole de l'AJLCH;

31. Dans les semaines qui ont suivi l'annonce officielle de la fondation de l'AJLCH, les Défenderesses ont reçu des plaintes de la part de joueurs et de leurs parents au sujet, entre autres, d'appels tardifs en soirée, de numéros de téléphone bloqués, de refus de prétendus représentants de l'AJLCH de s'identifier, et de jeunes joueurs de hockey approchés lorsqu'ils sortaient seuls de joutes de hockey en fin de soirée par des adultes agressifs qui ne divulguaient qu'une partie de leur nom, critiquaient vigoureusement les Défenderesses et leurs équipes, suivaient de manière agressive les joueurs, et nonobstant les protestations des joueurs, continuaient de solliciter leur adhésion à l'AJLCH;

32. Compte tenu de ces plaintes, les Défenderesses ont décidé, pour des raisons de sécurité et ayant le meilleur intérêt de leurs joueurs à cœur, d'engager un détective privé pour essayer d'identifier qui était Derek Clarke;

33. À l'automne 2012, des questionnements sont apparus dans les médias à savoir s'il était possible que Derek Clarke soit en réalité Randy Gumbley, le frère du Demandeur, qui avait été condamné à deux reprises pour fraude à l'endroit de joueurs de hockey et de leurs familles;

34. En effet, certains médias ont rapporté que Georges Laraque, qui occupait le poste de directeur exécutif de l'AJLCH à l'époque, avait identifié une photo de Randy Gumbley comme étant Derek Clarke, tel que détaillé dans un article du Toronto *Sun* de Joe Warmington daté du 31 octobre 2012 et intitulé « *Mystery surrounds CHLPA official, Fraudster alleged to be involved in junior hockey union* », dont copie est communiquée comme **pièce D-8**;

35. Georges Laraque a par la suite nié que Randy Gumbley et Derek Clarke étaient la même personne, et a déclaré que Randy Gumbley n'avait aucune implication au sein de l'AJLCH et qu'il ne l'avait jamais rencontré, tel que mentionné dans l'article du Toronto *Sun* (pièce D-8);

36. Il a plus tard été révélé que le Demandeur était impliqué dans l'AJLCH et avait tenté de garder son identité secrète étant donné qu'il savait que son nom de famille était « toxique » dans le monde du hockey (« *because he knew his family name was toxic in hockey circles* »), tel que détaillé dans un article du Toronto *Star* de Robert Cribb et Kerry Gillepsie daté du 2 novembre 2012 et intitulé « *Who is Derek Clarke, CHLPA spokesperson?* », dont copie est communiquée comme **pièce D-9**;

37. Dans la foulée de ces révélations, Georges Laraque et Derek Clarke ont quitté leurs positions respectives au sein de l'AJLCH et les deux avocats de l'AJLCH ont également démissionné, tel que détaillé dans un article du Toronto *Star* de Mark Zwolinski daté du 2 novembre 2012 et intitulé « *Georges Laraque, Derek Clarke quitting their positions with CHLPA* », dont copie est communiquée comme **pièce D-10**;

38. Suite à ces événements, le Demandeur est demeuré impliqué en marge du hockey junior au Canada et, tel qu'indiqué dans le passage du Communiqué de presse faisant l'objet des présentes procédures, de récentes communications et publications dans les médias sociaux ont porté les Défenderesses à croire que le Demandeur était impliqué dans le Recours collectif proposé;

39. Au cours des deux dernières années, le Demandeur a menacé les Défenderesses à plusieurs reprises, notamment relativement à des mesures qu'il soutenait avoir l'intention d'entreprendre contre elles pour de prétendues violations des normes du travail, a soulevé des questions relatives aux salaires minimums des joueurs à de nombreuses occasions et a fréquemment critiqué publiquement les Défenderesses et leurs représentants;

40. À titre d'exemple, le 16 octobre 2014, soit quatre jours avant que la Déclaration amendée ne soit déposée, une lettre intitulée « *The CHLPA Countdown Clock has less than 4 days remaining. The countdown is on for David Branch and the Canadian Hockey League. Keep watching.* » signée par le Demandeur a été publiée sur le site Internet de l'AJLCH, dont copie est communiquée comme **pièce D-11**;

41. Dans cette lettre (pièce D-11), le Demandeur a fait l'annonce suivante :

> « *The countdown clock has started for the Canadian Hockey League. In less than 4 days from now David Branch and the Canadian Hockey League will have to start thinking about answering some very serious questions on how the CHL is being operated.*

*It's time for players and parents to recognize that positive change continues to be applied to how the league decides to operate. Slowly but surely we are giving David Branch no other alternatives but to operate his league more responsibly while players rights are still in question.*

*With less than 4 days to go, the countdown clock protecting players' rights will end at 4:59:59, Monday, October 20th, 2014.*

*Glenn Gumbley is committed to ensure that ALL Major Junior Hockey players rights are protected within the CHL at all times. Each day, more and more progress is being made and over the last few years Glenn Gumbley and the CHLPA have been responsible for numerous changes within the league itself [...]* »

42. Par ailleurs, le 20 octobre 2014, à 11 h 05, le Demandeur a même envoyé un courriel au nom de « *The Gumbley's* » à Glen McCurdie, vice président, Hockey Canada, intitulé « *Class Action.* », dont copie est communiquée comme **pièce D-12**, dans lequel il déclare ce qui suit :

« *Sorry about the clock. I was off by about 12 hours.*

*Glen, could you verify in an email to me in the Hockey Canada considers the Canadian Hockey League as a member?*

*If you need to refresh your memory. Please refer to your deposition.*

*I will keep you informed of the next countdown clock which will be named BFL & First Lion Holdings.*

*What's the easiest way to turn $3.5 million into $180 million?*

*Love,*

*The Gumbley's* »

43. En outre, plusieurs publications ont été affichées sur la page Facebook de l'AJLCH durant la dernière année, certaines d'entre elles étant d'ailleurs diffamatoires, suggérant que l'AJLCH et les frères Gumbley étaient « toujours activement impliqués en marge du hockey junior au Canada » ainsi que dans le Recours collectif proposé, le tout tel qu'il appert notamment, mais sans s'y limiter, de copies de certaines de ces publications communiquées, *en liasse*, comme **pièce D-13** :

- 22 février 2014 : « *Read this article to see just how big of a lying sack of moustache CHL Commissioner David Branch really is* », avec un lien à un article de *Yahoo Sports* par Sunata Sapurji daté du 20 février 2014 et intitulé « *OHL ups the ante, makes significant changes to player benefit packages* »

- 20 février 2014 : « *[...] If the CHL and it's owners who are fully aware of the impending legal action think that for one moment that by allowing a player only to extend his education package which he has worked for and rightfully earned, they are gravely mistaken.*

  *By sugar coating an extra $50 a week for these players is embarrassing. I wish to inform you Mr. Branch that you are seriously mistaken if you believe The CHL and it's owners are above the laws in Canada. These players of the CHL have rights. The CHL has abused and disenfranchised CHL players for decades. The players of the CHL demand and require respect. If as David Branch says is true and I quote "We recognize that the players are the most important people in the game." Then we ask that the CHL and it's owners respectfully compensate and prohibit any further sanctions or penalties on education packages that are earned during the course of a CHL players employment with their respective CHL teams. Mr Branch continues to penalize his players for accessing their education package that is rightfully theirs. In closing I would ask Mr. Branch if he would be willing to give back the money he has earned for the past 5 years if he took a job or employment with another employer? This is what has been done to every CHL player for decades.*

  *[...]*

  *Nothing more than hourly wages and non restricted education packages will be acceptable. The players have more than earned that right.* »

- 3 janvier 2014 : « *Is The CHL & Hockey Canada completely above the law? Will prosecuting these 2 organizations jeopardize the sport of Hockey in Canada? In this two tiered justice system the CHL & Hockey Canada don't have to adhere to any laws while everyone else has to somehow comply with the law. This is very problematic and troubling.* »

44. Compte tenu de ce qui précède, les Défenderesses avaient toutes les raisons de croire que le Demandeur était toujours activement impliqué en marge du hockey junior au Canada et jouait un rôle dans le Recours collectif proposé;

45. Au surplus, il est à noter que les convictions des Défenderesse à l'effet que la famille Gumbley était toujours activement impliquée en marge du hockey junior au Canada et dans le Recours collectif proposé ont récemment été confirmées quand il a été porté à l'attention des Défenderesses que le frère du Demandeur, Randy Gumbley, envoyait des courriels contenant des allégations diffamatoires et sans fondements à des agents de joueurs de hockey junior afin de promouvoir le Recours collectif proposé, le tout tel qu'il appert d'une copie d'un courriel envoyé par Randy Gumbley le 26 février 2015, dont copie est communiquée comme **pièce D-14**;

**Le Communiqué de presse**

46. Contrairement aux allégations de la Requête, les propos qui sont reprochés aux Défenderesses par le Demandeur et reproduits au paragraphe 3 de la Requête ne sont pas diffamatoires;

47. Les Défenderesses affirment que les propos reprochés dans la Requête constituent l'expression d'une opinion de bonne foi et sans malice et que les Défenderesses n'ont pas commis quelque faute que ce soit en émettant le Communiqué de presse et en exerçant leur liberté d'expression pour transmettre leurs préoccupations;

48. Cette opinion est basée sur la conduite du Demandeur, notamment sur les communications mentionnées ci-dessus, lesquelles ont porté les Défenderesses à croire honnêtement que, « malgré toutes les mentions contraires à cet effet », le Demandeur était impliqué en marge du hockey junior et dans le Recours collectif proposé;

49. Considérant que, suite à la création de l'AJLCH en 2012, les Défenderesses ont reçu des plaintes de joueurs et de leurs parents, tel que détaillé précédemment au paragraphe 31, à l'effet que, entre autres, les joueurs recevaient des appels tardifs et étaient approchés de manière agressive par des représentants de l'AJLCH pour les inciter à devenir membres de cette association, les Défenderesses ont décidé, pour des raisons de sécurité et ayant à cœur les intérêts de leurs joueurs, de les aviser qu'elles croyaient que le Demandeur était encore impliqué en marge du hockey junior au Canada et par l'entremise du Recours collectif proposé;

50. Dans ce contexte, les propos reprochés par le Demandeur exprimaient les préoccupations légitimes des Défenderesses basées sur des prémisses factuelles et n'ont pas été émis dans le but de nuire à la réputation du Demandeur;

51. De plus, lesdits propos n'ont pas été formulés de manière fautive, le langage utilisé dans le Communiqué de presse étant neutre, de sorte qu'une personne raisonnable ne considérerait pas que la réputation du Demandeur a été ternie par le Communiqué de presse;

**Les Commentaires**

52. Les Défenderesses réitèrent qu'elles ignorent et n'ont aucune implication en ce qui concerne la publication des Commentaires auxquels le Demandeur fait référence dans sa Requête;

53. Les Défenderesses ont seulement eu connaissance des Commentaires publiés sur « *twitter* » lorsqu'ils ont été portés à leur attention par la signification de la Requête;

54. Ceci étant dit, les Défenderesses soumettent que les Commentaires, plutôt que de soutenir le bien-fondé de l'action du Demandeur, démontrent que ce dernier était déjà connu comme étant un personnage controversé au sein de la communauté du hockey junior au Canada et que le « *verbiage of criticism, slanders, defamatory remarks and defamation by social media and other internet commentators* » dont se plaint le Demandeur aux paragraphes 9 à 12 de sa Requête n'a pas été causé par le Communiqué de presse tel qu'il l'allègue, mais résulte plutôt de sa réputation déjà souillée;

55. À titre d'exemple, le Demandeur réfère, au paragraphe 11 de sa Requête, à des Commentaires qui en réalité indiquent clairement que le Demandeur était déjà connu, et non pas de façon positive, dans la communauté canadienne de hockey :

- Commentaire d'une certaine « Yersenia » le 6 novembre 2014 : « *So which Gumbley are you? The one convicted of defrauding junior players twice? Or the one who tried to represent them? #idiots* »

- Commentaire d'un certain « Cyclone » le 29 octobre 2014 : « *Thanks to Gumbley & CHLPA" – On your Web site Gumbley was a mistake. So clearly you are Gumbley trying to lie. Again.* »

- Commentaire d'un certain « Cyclone » le 28 octobre 2014 : « *The fact that two years later you still want to exploit them is ridiculous.* »

- Commentaires de Patrick Johnston le 20 octobre 2014 : « *CHL statement dodges issue of pay (which isn't surprising, given pending litigation) and reminds us about the Gumbleys.* »

- Commentaire de Ian Schantz le 20 octobre 2014 : « *The Gumbley Bros. Circus is back! Two-ring company.* »

(nous soulignons)

56. De plus, le Demandeur a communiqué, comme pièce P-3 au soutien de sa Requête, d'autres Commentaires qui, selon les Défenderesses, indiquent également que le Demandeur était déjà connu de manière négative dans la communauté canadienne de hockey :

- Commentaire de Sarah Jean Maher le 20 octobre 2014 : « *I'm slightly – nay, very – dumbfounded that Gumbley still holds any level of merit in these situations. Surprising but unsurprising* »

- Commentaire d'un certain « Cyclone » (sans date) : « *that's good ol' Glenn Gumbley, the beloved and delusional founder of the CHLPA* »

(nous soulignons)

57. Par ailleurs, les Défenderesses soumettent que les critiques émises à l'endroit du Demandeur dans les Commentaires n'ont pas été causées par le Communiqué de presse;

**Les dommages allégués et la réputation du Demandeur**

58. Les Défenderesses soumettent qu'aucun préjudice personnel n'a été subi par le Demandeur;

59. Tel que mentionné précédemment, avant l'émission du Communiqué de presse, la réputation du Demandeur était déjà ternie au sein de la communauté du hockey junior;

60. En fait, l'AJLCH elle-même a publié des articles sur son site Internet contenant des propos à l'effet que la réputation du Demandeur était souillée auprès de la communauté de hockey junior;

61. Par exemple, sur le site Internet de l'AJLCH, un article de « *Buzzing the Net* » de Scott Sepich daté du 12 septembre 2014 et intitulé « *State of Washington confirms WHL labour investigation, Oregon « monitoring » the situation* », dont copie est communiquée comme **pièce D-15**, est affiché;

62. Dans cet article, M. Sepich a fait les commentaires suivants concernant le Demandeur :

> « *Oregon received one complaint this year about work conditions for the Winterhawks, which was filed in January by Glenn Gumbley, the controversial CHLPA leader who has reportedly handed off CHL union efforts to Unifor, a private-sector union in Canada.*
>
> *In his complaint to Oregon, Gumbley expresses frustration over what he says had been "several attempts to submit a complaint regarding child labor violations and minimum wage violations against the Portland Winterhawks."*
>
> *Gumbley also claims to have "details and evidence which will show that the Portland Winterhawks and their hockey players share an employer/employee relationship."*
>
> *At this point, it appears Oregon has declined to take up Gumbley on his offer. And by "monitoring" the situation in Washington, it seems that Oregon may be waiting to see how its neighbor handles the situation before taking any action.*
>
> *While one might assume that Gumbley is responsible for the complaint in Washington, the KING 5 report notes that the*

> *complaint originated within the state. That seems to make it unlikely that it was registered by Gumbley.*
>
> *Gumbley has doggedly continued his CHLPA efforts over the last two years, despite an initial fiasco that included ex-NHLer Georges Laraque quitting as the face of the organization after a few weeks, the questionable collection of union cards from the QMJHL team in Sherbrooke and a spokesman named Derek Clarke whose existence came into question.* »
>
> (nous soulignons)

63. Le site Internet de l'AJLCH affiche également un article du Toronto *Star* de Robert Cribb daté du 10 juillet 2014 et intitulé « *Unifor calls for provincial probe of junior hockey* », dont copie est communiquée comme **pièce D-16**;

64. Dans cet article, M. Cribb a fait les commentaires suivants concernant le Demandeur :

> « *Unifor's union drive for junior hockey players, first reported in the Star on Monday, has had a bumpy start thanks to the involvement of Glenn Gumbley, a union activist currently facing a fraud charge in Montreal, whose attempts to organize players two years ago flamed out in scandal.*
>
> *The man Gumbley approached last month to lead the proposed new union pulled out suddenly last week, calling the effort "shady" and filled with "unanswered questions," the Star has learned.* »
>
> (nous soulignons)

65. En fait, le Demandeur lui-même a reconnu, avant l'émission du Communiqué de presse, que sa réputation dans le domaine du hockey était ternie;

66. Par exemple, dans un courriel daté du 2 mai 2013 que le Demandeur a envoyé à David Branch, président, commissaire LCH/LHO, intitulé « *Keeping you informed* », dont copie est communiquée comme **pièce D-17**, le Demandeur indiquait : « *Surely the 3 of you are smart enough to figure out that the negative publicity I received would only last for a little while before the tides start to turn.* »;

67. Dans un article intitulé « *CHLPA's Way: How One Man Tried To Take On The Empire Of Junior Hockey* » d'un certain « kadiesmith » affiché sur le site Internet de l'AJLCH le 7 juin 2014, dont copie est communiquée comme **pièce D-18**, des affirmations du Demandeur concernant la mauvaise réputation de son nom sont rapportées :

> « *Glenn Gumbley was and still is involved in the CHLPA and he admitted that he had kept his involvement quiet because of the notoriety of his brother's name. They tried to explain it all away, but the damage had been done.*

*[...]*

*"Google is forever," said Glenn Gumbley. "So now if you google my name, that scandal comes up and it was easy for the CHL to present us a scam and play on that connection. The story is so complicated now and it's sad."*

*Given Randy Gumbley's history it's easy to see how that became the smoking gun for the CHLPA, and why Glenn kept his involvement quiet. [...]* »

(nous soulignons)

68. Tel que décrit précédemment au paragraphe 44, compte tenu de ce qui précède, les Défenderesses avaient toutes les raisons de croire que le Demandeur était toujours activement impliqué en marge du hockey junior au Canada et jouait un rôle dans le Recours collectif proposé;

69. De plus, les Défenderesses soumettent que le Communiqué de presse n'a pas porté préjudice à la réputation du Demandeur, telle réputation étant déjà ternie au sein de la communauté canadienne du hockey junior, et qu'il n'y a aucun lien de causalité entre la réputation controversée du Demandeur illustrée par les Commentaires dont le Demandeur se plaint dans sa Requête et l'émission du Communiqué de presse;

70. L'action du Demandeur est mal fondée en faits et en droit;

71. La Défense des Défenderesses est bien fondée en faits et en droit;

**POUR CES MOTIFS, PLAISE AU TRIBUNAL :**

**ACCUEILLIR** la présente défense;

**REJETER** la requête introductive d'instance du Demandeur;

**LE TOUT** avec dépens.

**MONTRÉAL,** le 3 mars 2015

Société d'avocats Torys S.E.N.C.R.L.

**SOCIÉTÉ D'AVOCATS TORYS S.E.N.C.R.L.**
**Procureurs des Défenderesses**

CANADA

PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL

COUR SUPÉRIEURE
(Chambre civile)

NO: 500-17-085706-144

**GLENN RICHARD GUMBLEY**

Demandeur

c.

**CANADIAN HOCKEY LEAGUE (CHL)**

et

**QUÉBEC MAJOR JUNIOR HOCKEY LEAGUE INC.**

et

**ONTARIO HOCKEY LEAGUE (OHL)**

et

**WESTERN HOCKEY LEAGUE (WHL)**

Défenderesses

## LISTE DES PIÈCES DES DÉFENDERESSES

**PIÈCE D-1 :** Copie de la déclaration déposée par le requérant Samuel Berg le 17 octobre 2014 auprès de la Cour supérieure de l'Ontario;

**PIÈCE D-2 :** Copie de la déclaration amendée déposée par le requérant Samuel Berg le 20 octobre 2014 auprès de la Cour supérieure de l'Ontario;

**PIÈCE D-3 :** Copie de la requête pour autorisation d'exercer un recours collectif déposée par le requérant Lukas Walter le 29 octobre 2014 auprès de la Cour supérieure du Québec;

**PIÈCE D-4 :** Copie de la déclaration déposée par le requérant Lukas Walter le 31 octobre 2014 auprès de la Cour supérieure de l'Alberta;

**PIÈCE D-5 :** Copie de la déclaration déposée par l'*Ontario Central Scouting Corporation* le 4 mai 2011 auprès de la Cour supérieure de l'Ontario;

**PIÈCE D-6 :** Copie de la défense amendée déposée par Hockey Canada le 13 juillet 2011 auprès de la Cour supérieure de l'Ontario;

**PIÈCE D-7 :** Copie de l'ordonnance de l'honorable juge Murray datée du 9 janvier 2014;

**PIÈCE D-8 :** Copie d'un article du *Toronto Sun* de Joe Warmington daté du 31 octobre 2012 et intitulé « *Mystery surrounds CHLPA official, Fraudster alleged to be involved in junior hockey union* »;

**PIÈCE D-9 :** Copie d'un article du *Toronto Star* de Robert Cribb et Kerry Gillepsie daté du 2 novembre 2012 et intitulé « *Who is Derek Clarke, CHLPA spokesperson?* »;

**PIÈCE D-10 :** Copie d'un article du *Toronto Star* de Mark Zwolinski daté du 2 novembre 2012 et intitulé « *Georges Laraque, Derek Clarke quitting their positions with CHLPA* »;

**PIÈCE D-11 :** Copie d'une lettre datée du 16 octobre 2014 intitulée « *The CHLPA Countdown Clock has less than 4 days remaining. The countdown is on for David Branch and the Canadian Hockey League. Keep watching.* » signée par Glenn Gumbley et publiée sur le site internet de l'Association des joueurs de la Ligue canadienne de hockey (l'« **AJLCH** »);

**PIÈCE D-12 :** Copie d'un courriel daté du 20 octobre 2014 de Glenn Gumbley au nom de « *The Gumbley's* » envoyé à M. Glen McCurdie et intitulé « *Class Action* »;

**PIÈCE D-13 :** Copie de certaines publications affichées sur la page Facebook de l'AJLCH, *en liasse*;

**PIÈCE D-14 :** Copie d'un courriel daté du 26 février 2015 de Randy Gumbley envoyé à certains agents de joueurs et intitulé « *CHL Labour issues* »;

**PIÈCE D-15 :** Copie d'un article de « *Buzzing the Net* » de Scott Sepich daté du 12 septembre 2014 et intitulé « *State of Washington confirms WHL labour investigation, Oregon « monitoring » the situation* » affiché sur le site Internet de l'AJLCH;

**PIÈCE D-16 :** Copie d'un article du *Toronto Star* de Robert Cribb daté du 10 juillet 2014 et intitulé « *Unifor calls for provincial probe of junior hockey* » affiché sur le site Internet de l'AJLCH;

**PIÈCE D-17 :** Copie d'un courriel daté du 2 mai 2013 envoyé par Glenn Gumbley à M. David Branch et intitulé « *Keeping you informed* »;

**PIÈCE D-18 :** Copie d'un article d'un certain « kadiesmith » daté du 7 juin 2014 et intitulé « *CHLPA's Way: How One Man Tried To Take On The Empire Of Junior Hockey* » affiché sur le site Internet de l'AJLCH.

**MONTRÉAL,** le 3 mars 2015

Société d'avocats Torys S.E.N.C.R.L.

**SOCIÉTÉ D'AVOCATS TORYS S.E.N.C.R.L.**
**Procureurs des Défenderesses**

**Fax Call Report** HP LaserJet **M3035 MFP Series**
Page 1

## Fax Header Information

TORYS
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CANADA

PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL

NO : 500-17-085706-144

COUR SUPÉRIEURE
(Chambre civile)

GLENN RICHARD GUMBLEY

Demandeur

c.

CANADIAN HOCKEY LEAGUE (CHL) ET AL.

Défenderesses

**BORDEREAU DE TRANSMISSION PAR TÉLÉCOPIEUR**
**(ART. 148.0.2 C.P.C. ET RÈGLE 6 R.P.C.S.)**

**EXPÉDITEUR**

**Me Sylvie Rodrigue**
SOCIÉTÉ D'AVOCATS TORYS S.E.N.C.R.L.L.
1 Place Ville Marie, bureau 1919
Montréal (Québec) H3B 2C3

Tél. : 514-868-5601
Fax: 514-868-5700

**Procureure des défenderesses**
Notre dossier : 37958-2002

**DESTINATAIRE**

**Me Jamie Benizri / Me Jeffrey Dalfen**
LEGAL LOGIK INC.
7575, TransCanada, bureau 407
Saint-Laurent (Québec) H4T 1V6

Tél. : 514-419-4069
Fax: 514-419-4068

**Procureurs du demandeur**

Votre dossier : 01 767

Date de transmission : 3 mars 2015

Heure : 14h40

Nombre de pages transmises, incluant le présent bordereau :

18

Nature du document :

DÉFENSE ET LISTE DES PIÈCES DES DÉFENDERESSES

* * *

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NO: 500-17-085706-144

COUR SUPÉRIEURE
(Chambre civile)
DISTRICT DE MONTRÉAL

**GLENN RICHARD GUMBLEY**

Demandeur

c.

**CANADIAN HOCKEY LEAGUE (CHL)**

et

**QUÉBEC MAJOR JUNIOR HOCKEY LEAGUE INC.**

et

**ONTARIO HOCKEY LEAGUE (OHL)**

et

**WESTERN HOCKEY LEAGUE (WHL)**

Défenderesses

**DÉFENSE ET LISTE DES PIÈCES DES DÉFENDERESSES**

**ORIGINAL**

BS-2554 # 37958-2002
Me Sylvie Rodrigue
**SOCIÉTÉ D'AVOCATS TORYS S.E.N.C.R.L.,**
1, Place Ville-Marie, bureau 1919
Montréal (Québec) H3B 2C3
Tel. : 514.868.5601 / Fax : 514.868.5700

# PP

This is Exhibit "PP" referred to
in the affidavit of David E. Branch,
sworn before me, this day of
December, 2015

A commissioner, etc.

**CANADA**

PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

NO: 500-17-089752-157

**SUPERIOR COURT**
(Civil Division)

---

**GLENN RICHARD GUMBLEY**, domiciled and residing at 1095 rue Godin, Montreal, District of Montreal, Province of Quebec, H4H 2B6;

Plaintiff

vs.

**CANADIAN HOCKEY LEAGUE (CHL)**, a corporation having a place of business at 305 Milner Avenue, Suite 201, Scarborough, Province of Ontario, M1B 3V4;

and

**QUÉBEC MAJOR JUNIOR HOCKEY LEAGUE INC.**, a corporation duly constituted under the laws of Quebec and having a place of business at 1205 Ampère Street, Suite 201, Boucherville, District of Longueuil, Province of Quebec, J4B 7M6;

and

**ONTARIO HOCKEY LEAGUE (OHL)**, a corporation having a place of business at 305 Milner Street, Suite 200, Scarborough, Province of Ontario, M1B 3V4;

and

**WESTERN HOCKEY LEAGUE (WHL)**, a corporation having a place of business at 2424, University Drive N.W., Penthouse, Calgary, Province of Alberta, T2N 3Y9;

Defendants

---

## MOTION TO INSTITUTE PROCEEDINGS

**TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT, SITTING IN PRACTICE DIVISION, IN AND FOR THE DISTRICT OF MONTREAL, PLAINTIFF RESPECTFULLY SUBMITS AS FOLLOWS:**

**OVERVIEW**

1. Plaintiff, Glenn Gumbley, has been the victim of defamation by Defendants, who have singled him and his family out in recent press releases published and diffused on their website with respect to a class action lawsuit filed against anyone of the Defendants;

2. On or around October 20th, 2014, Defendants concerted to publish and diffuse on their websites a press release, the whole as it more fully appears a copy of said press release, **EXHIBIT P-1**, communicated to Defendants with the service hereof;

3. That it more fully appears from the press release, Exhibit P-1, Defendants make explicit reference to Plaintiff, reproduced as follow:

> *"In addition, despite all mentions to the contrary, recent communications and social media posts by Glenn Gumbley of the CHLPA lead us to believe that the Gumbleys are still actively involved on the fringes of junior hockey in Canada and with this action. The CHL will once again issue warnings to our players and their parents cautioning them about the Gumbleys."*

4. Defendants have published said press release with specific reference to Plaintiff, without the latter having any direct or indirect involvement in the class action filed against any of Defendants;

5. In response to said press release, Plaintiff instructed the undersigned attorneys to send a letter of demand to Defendants, as it more fully appears from a copy of said letter dated November 7th, 2014 and proof of service thereof, **EXHIBIT P-2** bundle, communicated to Defendants with the service hereof;

6. As it more fully appears from a copy of the letter, Exhibit P-2, Plaintiff denounced Defendants' malicious attempt to divert any negative press that the class action brought upon Defendants unto Plaintiff and his family in a reckless and defamatory manner;

7. In addition to reserving his rights and recourses, Defendants were summoned, pursuant to said letter of demand, Exhibit P-2, to immediately publish a complete public apology and retraction on each of Defendants' websites for a certain period of time, failure to which legal action would be taken, as it more fully appears therein;

8. Notwithstanding, the demands formulated in the letter of demand, Exhibit P-2, Defendants have neglected and failed to comply therewith;

9. As a direct result of Defendants' failure and/or refusal to comply with this demand, Plaintiff has been subjected to a verbiage of criticism, slanders, defamatory remarks and defamation of character by social media and other internet commentators since the publication of said press release, Exhibit P-1, which have persisted until the time of the present proceedings, the whole as more fully appears from a series of Twitter comments, **EXHIBIT P-3** bundle, communicated to Defendants with the service hereof;

10. Plaintiff is known under the alias of "@theCHLPA" and "@CHLPA2015" on Twitter, which he uses exclusively for all conversations on that platform;

11. The Twitter comments, Exhibit P-3, can be summarized as follows:

- On or around December 5th 2014: Josh Morrisson @morriskeyson: @theCHLPA thx stop spending your life with 17 year olds loser probably bring ur dog and bald ass to high school parties n shit creepazoid

- On or around December 5th 2014: Corey Hirsch @CoreyHirsch: @theCHLPA the only thing you care about is you.

- On or around December 5th 2014: Corey Hirsch @CoreyHirsch: @theCHLPA you're one of those people that crave conflict. You could care less about the kids. All...Yes all of my friends are better for it.

- On or around November 23rd 2014 Derek Halldorson @halldy20: @jedoksos @theCHLPA agreed probably out of medication and doesn't get his welfare cheque till the end of the month

- On or around November 23rd 2014 Derek Halldorson @hallyd20: @theCHLPA haha nice that's all you got, good bye pedophile

- On or around November 23rd 2014 Derek Halldorson @hallyd20: @theCHLPA haha good one and all you do is attack the CHL there pedophile

- November 12th 2014: Anthony Curtis @tcc71: @theCHLPA lmao you're a scumbag ive heard all about u

- November 6th 2014: Yersenia @wbrey: @theCHLPA So which Gumbley are you? The one convicted of defrauding junior players twice? Or the one who tried to represent them? #idiots

- October 29th 2014: Cyclone @CycloneGU: @theCHLPA "Thanks to Gumbley & CHLPA" – On your Web site Gumbley was a mistake. So clearly you are Gumbley trying to lie. Again.

- October 28th 2014: Cyclone @CylcloneGY: @theCHLPA @hallyd20 @VickyGrygar @SteveClarkMedia – The fact that two years later you still want to exploit them is ridiculous;.

- October 22nd 2014: Robert Dilworth @Rpickle_27: @CycloneGU @Spencer5Abraham @timkingsbury the CHLPA is a fraud, it's a disgrace to hockey. Spencer has the right perspective #LoveTheGame

- October 27th 20124: Cyclone @CylcloneGY:
@VickyGrygar @theCHLPA @halldy20 @SteveClarkMedia - I love how a special interest group (the union) is willing to waste money. Wow.

- October 20th 2014: John Matisz @MatiszJohn: CHL "will vigorously defend" itself. Part of joint statement from CHL's 3 commissioners, re: class action lawsuit:

> In terms of the class action that was filed today in Toronto late last week, the CHL, our member leagues and teams will vigorously defend ourselves against this action which will not only have a negative effect on hockey in Canada but through all sports in which amateur student athletes are involved.
>
> In addition, despite all mentions to the contrary, recent communications and social media posts by Glenn Gumbley of the CHLPA lead us to believe that the Gumbleys are still actively involved on the fringes of junior hockey in Canada and with this action. The CHL will once again issue warnings to our players and their parents cautioning them about them Gumbleys.

- October 20th 2014: Patrick Johnston @risingaction: CHL statement dodges issue of pay (which isn't surprising, given pending litigation) and reminds us about Gumbleys

- October 20th 2014: Ian Shantz @IanShantz: The Gumbley Bros. Circus is back! Two-ring company.

12. That said comments include, but are not limited to commentary from influential public figures, such as the November 22nd, 2014, tweet from Corey Hirsch, former National Hockey League Goalie and currently Goalie Coach with the St-Louis Blues NHL franchise;

13. It is evident from the foregoing that Defendants have strategically and intentionally used Plaintiff's name in their press release, Exhibit P-1, in an attempt to find the perfect scapegoat to demonize in order to deflect the negative press surrounding their legal matters;

14. That Defendants' actions are exacerbated by the parties' history, through which they are stopped at nothing to discredit Plaintiff and bring any about negative press;

15. The above-mentioned comments are blatantly injurious and prejudicial to Plaintiff and have severely and negatively impacted his online presence and reputation in the Canadian hockey community;

16. In addition, the irresponsible and malicious comments, Exhibit P-3, are a direct result of the unconscionable press release, Exhibit P-1, and have destroyed Plaintiff and his family's reputation;

17. As a consequence of the foregoing, Plaintiff is justified in claiming an amount of SIXTY THOUSAND DOLLARS ($60,000.00) for defamation to his character by Defendants, who collectively constitute the foremost authorities in Canadian hockey, holding a privileged position in Canadian society and culture;

18. In addition to the foregoing, Defendants reprehensible actions are subject to punitive damages in the amount of FORTY THOUSAND DOLLARS ($40,000.00);

19. All the facts contained in the present motion occurred in the judicial district of Montreal;

20. All the facts in the present motion to institute proceedings are true;

**FOR THESE REASONS MAY IT PLEASE THIS COURT TO:**

**GRANT** the present motion;

**CONDEMN** Defendants solidarily to pay to Plaintiff the amount of $100,000.00, *sauf à parfaire*, plus interest at the legal rate as of October 20, 2014, plus the additional indemnity provided at section 1619 of the *Civil Code of Québec*;

**THE WHOLE** with costs against the Defendants.

COPIE CONFORME/TRUE COPY

Legal Logik Inc.

LEGAL LOGIK INC.

**MONTRÉAL**, July 30, 2015

Legal Logik Inc.

**Legal Logik Inc.**
Attorneys for Plaintiff

## NOTICE TO DEFENDANTS AS TO CONTESTATION

Take notice that the Plaintiff has filed this application in the office of the **Superior Court** of the judicial district of Montreal.

To file an answer to this application, you must file an Appearance, personally or by advocate, at the courthouse of Montreal, 1, rue Notre-Dame Est, Montreal (Québec), H2Y 1B6, within 10 days of service of this Motion.

If you fail to file an Appearance within the time limit indicated, a judgment by default may be rendered against you without further notice upon the expiry of the 10-day period.

If you file an Appearance, the application will be presented before the court on **September 11, 2015, at 9h00, in Room 2.16.** On that date, the court may exercise such powers as are necessary to ensure the orderly progress of the proceeding of the court may hear the case, unless you make a written agreement with the Plaintiff or the Plaintiff's advocate on a timetable for the orderly progress of the proceeding. The timetable must be filed in the office of the Court.

## REQUEST FOR TRANSFER OF A SMALL CLAIM

As the Defendant, you may make a request to the clerk for the action to be disposed of before the small claims division of the Quebec Court, pursuant to the rules of Book VIII of the *Code of Civil Procedure of Quebec* (R.S. Q. C-25), if the amount claimed does not exceed $15,000.00, exclusive of interest, if you would be admissible as a Plaintiff under that Book and if the action would be admissible under that Book.

Should you fail to make such a request, you may be liable for costs greater than those applicable under Book VIII of this Code.

**MONTREAL,** July 30, 2015

COPIE CONFORME/TRUE COPY
Legal Logik Inc.
LEGAL LOGIK INC.

Legal Logik Inc.
**LEGAL LOGIK INC.**
Attorneys for Plaintiff

**C A N A D A**

PROVINCE OF QUÉBEC
DISTRICT OF **MONTREAL**

**SUPERIOR COURT**
(Civil Division)

**NO:**

**GLENN RICHARD GUMBLEY;**

Plaintiff

vs.

**CANADIAN HOCKEY LEAGUE (CHL);**
and
**QUÉBEC MAJOR JUNIOR HOCKEY LEAGUE INC.;**
and
**ONTARIO HOCKEY LEAGUE (OHL);**
and
**WESTERN HOCKEY LEAGUE (WHL);**

Defendants

## LIST OF EXHIBITS

**EXHIBIT P-1:** Copy of press release dated October 20, 2014;

**EXHIBIT P-2:** Copy of demand letter dated November 7, 2014, and proof of service bundle;

**EXHIBIT P-3:** Copy of the series of Twitter comments;

**MONTRÉAL**, July 30, 2015

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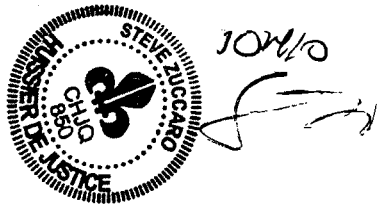
Legal Logik Inc.
LEGAL LOGIK INC.

Legal Logik Inc.
**Legal Logik Inc.**
Attorneys for Plaintiff

288

04-08-2015

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NO: 500-17-089752-157

**SUPERIOR COURT**
**DISTRICT OF MONTREAL**

**GLENN RICHARD GUMBLEY;**

Plaintiff

v.

**CANADIAN HOCKEY LEAGUE**; and
**QUEBEC MAJOR JUNIOR HOCKEY LEAGUE INC.**; and
**ONTARIO HOCKEY LEAGUE**; and
**WESTERN HOCKEY LEAGUE**;

Defendants

**MOTION TO INSTITUTE PROCEEDINGS**

**COPY FOR DEFENDANT, QUEBEC MAJOR JUNIOR HOCKEY LEAGUE**

| Mon dossier : | 01 767 | BL5655 |
|---|---|---|


# LEGAL LOGIK INC.

7575 TransCanadienne, BUREAU 407
SAINT-LAURENT (QUÉBEC) TÉL: (514) 419-4069
CANADA H4T 1V6 TÉLÉC: (514) 419-4068
DOMICILE ÉLU
JEAN-FELIX BOUCHARD – HUISSIERS DE JUSTICE
430 STE-HELENE
MONTREAL, QUEBEC
H2Y 2K9


446

# QQ

This is Exhibit "QQ" referred to in the affidavit of David E. Branch, sworn before me, this day of December, 2015

A commissioner, etc.

CANADA

PROVINCE DE QUÉBEC
DISTRICT DE MONTRÉAL

COUR SUPÉRIEURE
(Chambre civile)

NO: 500-17-089752-151

**GLENN RICHARD GUMBLEY**

Demandeur

c.

**CANADIAN HOCKEY LEAGUE (CHL)**

et

**QUÉBEC MAJOR JUNIOR HOCKEY LEAGUE INC.**

et

**ONTARIO HOCKEY LEAGUE (OHL)**

et

**WESTERN HOCKEY LEAGUE (WHL)**

Défenderesses

## DÉFENSE

**EN DÉFENSE À LA REQUÊTE INTRODUCTIVE D'INSTANCE DU DEMANDEUR, CANADIAN HOCKEY LEAGUE (CHL), QUÉBEC MAJOR JUNIOR HOCKEY LEAGUE INC., ONTARIO HOCKEY LEAGUE (OHL) ET WESTERN HOCKEY LEAGUE (WHL) (COLLECTIVEMENT, LES « DÉFENDERESSES ») EXPOSENT CE QUI SUIT :**

1. Les Défenderesses nient les allégations contenues au paragraphe 1 de la Requête introductive d'instance (la « **Requête** » ) et réfèrent à ce qui est ci-après exposé;

2. Quant aux allégations contenues aux paragraphes 2, 3 et 4 de la Requête, les Défenderesses admettent avoir publié le communiqué de presse mentionné à ces paragraphes, lequel est communiqué par le Demandeur comme pièce P-1 au soutien de sa Requête (le « **Communiqué de presse** ») et réfèrent la Cour à ce document, niant tout le reste et ajoutant que le Communiqué de presse n'est pas diffamatoire envers le Demandeur;

3. Quant aux allégations contenues aux paragraphes 5 à 8 de la Requête, les Défenderesses admettent avoir reçu la lettre de mise en demeure mentionnée à ces paragraphes, laquelle est communiquée par le Demandeur comme pièce P-2 au soutien de sa Requête, mais nient l'exactitude des faits et la légitimité des revendications contenus dans cette lettre et nient qu'il s'agissait d'une tentative malveillante de détourner la presse négative liée au recours collectif de façon téméraire et diffamatoire;

4. Les Défenderesses nient, telles que rédigées, les allégations contenues au paragraphe 9 de la Requête et ajoutent qu'elles ignorent et n'ont eu aucune implication en ce qui concerne les commentaires publiés sur *twitter* (les « **Commentaires** ») communiqués par le Demandeur comme pièce P-3 au soutien de sa Requête;

5. Les Défenderesses ignorent les allégations contenues au paragraphe 10 de la Requête;

6. Quant aux allégations contenues aux paragraphes 11 et 12 de la Requête, les Défenderesses réfèrent la Cour à la pièce P-3 et réitèrent qu'elles ignorent et n'ont eu aucune implication quant à ces Commentaires;

7. Les Défenderesses nient les allégations contenues au paragraphe 13 et s'en remettent à la pièce P-1, niant tout ce qui n'y est pas conforme;

8. Les Défenderesses nient, telles que rédigées, les allégations contenues au paragraphe 14 de la Requête et ajoutent qu'il existe effectivement un « historique entre les parties » (« *parties' history* »), tel que décrit ci-dessous;

9. Les Défenderesses nient les allégations contenues aux paragraphes 15 à 18 de la Requête;

10. Les Défenderesses ignorent les allégations contenues au paragraphe 19 de la Requête;

11. Les Défenderesses nient les allégations contenues au paragraphe 20 de la Requête;

**ET DANS LE BUT DE RÉTABLIR LES FAITS, LES DÉFENDERESSES AJOUTENT CE QUI SUIT :**

**Les Défenderesses**

12. La Ligue canadienne de hockey (la « **LCH** ») est la plus importante ligue de développement de hockey au monde avec 52 équipes canadiennes et huit équipes américaines qui participent à la Ligue de hockey de l'Ontario (la

« **LHO** »), la Ligue de hockey junior majeur du Québec (la « **LHJMQ** ») et la Ligue de hockey de l'Ouest (la « **LHOu** »);

**Le Demandeur**

13. Le Demandeur est le fondateur de la soi-disant Association des joueurs de la Ligue canadienne de hockey (l'« **AJLCH** »), une « association » qu'il semble avoir fondée en 2012;

**Le recours collectif proposé**

14. Le 17 octobre 2014, un recours collectif proposé au montant de 180 millions a été déposé contre les Défenderesses et d'autres parties à Toronto basé sur des allégations à l'effet que les Défenderesses, ainsi que les équipes participantes dans les ligues des Défenderesses, auraient contrevenu à la législation relative au salaire minimum (le « **Recours collectif proposé** »), le tout tel qu'il appert d'une copie de la déclaration déposée par le requérant Samuel Berg le 17 octobre 2014 (la « **Déclaration** ») communiquée comme **pièce D-1**;

15. Le 20 octobre 2014, une déclaration amendée (la « **Déclaration amendée** ») a été déposée par le requérant Samuel Berg, le tout tel qu'il appert d'une copie de la Déclaration amendée communiquée comme **pièce D-2**;

16. Le 29 octobre 2014, seulement neuf jours après la publication du Communiqué de presse, un recours collectif proposé au montant de 50 millions basé sur les mêmes allégations que celles décrites dans le Recours collectif proposé a été déposé contre les Défenderesses et d'autres parties au Québec par le requérant Lukas Walter, lequel était initialement représenté par les procureurs du Demandeur dans ce recours (le « **Recours collectif proposé au Québec** »), le tout tel qu'il appert d'une copie de la requête pour autorisation d'exercer un recours collectif déposée par le requérant Lukas Walter le 29 octobre 2014 communiquée comme **pièce D-3**;

17. Le 31 octobre 2014, un nouveau recours collectif proposé basé sur les mêmes allégations que celles décrites dans le Recours collectif proposé a été déposé à Calgary (le « **Recours collectif proposé en Alberta** »), le tout tel qu'il appert d'une copie de la déclaration déposée par le requérant Lukas Walter le 31 octobre 2014 communiquée comme **pièce D-4**;

18. Les Défenderesses nient les allégations du Recours collectif proposé, du Recours collectif Proposé au Québec et du Recours collectif proposé en Alberta et entendent se défendre vigoureusement à l'encontre de ces recours;

**La participation du Demandeur en marge du hockey junior au Canada**

19. Le Demandeur et son frère ont été activement impliqués en marge du hockey junior au Canada par le passé, notamment tel que décrit ci-dessous;

20. L'« historique entre les parties » remonte à 2009, lorsqu'il a été porté à l'attention des Défenderesses que *l'Ontario Central Scouting Corporation* (l'« **OCSC** »), une personne morale dont l'unique administrateur était le frère du Demandeur, Randy Gumbley, organisait des équipes de hockey canadiennes afin qu'elles participent à des tournois de hockey qui se tiendraient en Europe en août 2009 (les « **Tournois européens** ») et utilisait sur son site Internet, sans autorisation, les logos de la LHO et de l'Association canadienne de hockey (aussi connue sous le nom de Hockey Canada), alors que ni l'OCSC, ni ses équipes, ne faisaient partie de Hockey Canada ou de ses divisions;

21. Hockey Canada a envoyé un avis aux fédérations de hockey sur glace française et allemande et à la Fédération internationale de hockey sur glace (la « **FIHG**») indiquant que l'OCSC n'était pas associée, affiliée ou membre de Hockey Canada et que, considérant que Hockey Canada n'avait aucune juridiction sur l'OCSC, elle ne pouvait pas approuver la participation de l'OCSC aux Tournois européens;

22. Lorsque les fédérations de hockey sur glace française et allemande et la FIHG ont appris que l'OCSC ne faisait pas partie de Hockey Canada, elles ont apparemment retiré leurs équipes des Tournois européens;

23. Suite à ces événements, l'OCSC a déposé une action au montant de 3,5 millions contre Hockey Canada (le « **Recours du frère du Demandeur** »), le tout tel qu'il appert d'une copie de la déclaration déposée par l'OCSC le 4 mai 2011 communiquée comme **pièce D-5**;

24. Hockey Canada s'est vigoureusement défendue contre le Recours du frère du Demandeur, le tout tel qu'il appert notamment d'une copie de la défense amendée déposée par Hockey Canada le 13 juillet 2011 (la « **Défense amendée de HC** ») communiquée comme **pièce D-6**;

25. Le Recours du frère du Demandeur a finalement été rejeté par la Cour supérieure de justice de l'Ontario, le tout tel qu'il appert d'une copie de l'ordonnance rendue par l'honorable juge Murray le 9 janvier 2014 communiquée comme **pièce D-7**;

26. Il est important de noter que, tel que décrit dans la Défense amendée de HC (pièce D-6), suite aux événements entourant l'organisation des Tournois européens, le frère du Demandeur a plaidé coupable à de multiples chefs d'accusation individuels de « fraude de moins de 500 $ », a été condamné à 45 jours de prison, a reçu une interdiction de s'impliquer dans le hockey mineur canadien pour cinq ans et a été condamné à faire un don à une œuvre de charité sportive;

27. De plus, tel que décrit dans la Défense amendée de HC (pièce D-6), dans le cadre de procédures en cours au moment des faits en litige dans le Recours du frère du Demandeur, le frère du Demandeur avait également été reconnu

coupable d'avoir fraudé le public en soutirant une somme de 100 000 $ à neuf parents de joueurs de hockey qui croyaient payer le frère du Demandeur pour un programme de hockey d'une année complète pour leurs enfants et a été condamné à l'assignation à résidence pour un mois et à un couvre-feu pour 11 mois additionnels;

28. En 2011, motivé par la colère qu'il éprouvait contre les Défenderesses et Hockey Canada découlant de ce qu'il considérait comme une tentative réussie pour saboter l'initiative de son frère d'organiser les Tournois européens via un abus de position dominante, le Demandeur a commencé à s'impliquer activement en marge du hockey junior au Canada;

29. Au cours de l'été 2012, l'AJLCH a été fondée par le Demandeur, bien que, tel qu'expliqué ci-dessous, son implication auprès de l'AJLCH a initialement été cachée, dans le but de syndiquer les joueurs évoluant dans les ligues des Défenderesses et de demander et d'obtenir une certification syndicale dans chacune des provinces où se trouvent des équipes de la LCH, ainsi qu'aux États-Unis;

30. À cette époque, un dénommé Derek Clarke agissait à titre de porte-parole de l'AJLCH;

31. Dans les semaines qui ont suivi l'annonce officielle de la fondation de l'AJLCH, les Défenderesses ont reçu des plaintes de la part de joueurs et de leurs parents au sujet, entre autres, d'appels tardifs en soirée, de numéros de téléphone bloqués, de refus de prétendus représentants de l'AJLCH de s'identifier, et de jeunes joueurs de hockey approchés lorsqu'ils sortaient seuls de joutes de hockey en fin de soirée par des adultes agressifs qui ne divulguaient qu'une partie de leur nom, critiquaient vigoureusement les Défenderesses et leurs équipes, suivaient de manière agressive les joueurs, et nonobstant les protestations des joueurs, continuaient de solliciter leur adhésion à l'AJLCH;

32. Compte tenu de ces plaintes, les Défenderesses ont décidé, pour des raisons de sécurité et ayant le meilleur intérêt de leurs joueurs à cœur, d'engager un détective privé pour essayer d'identifier qui était Derek Clarke;

33. À l'automne 2012, des questionnements sont apparus dans les médias à savoir s'il était possible que Derek Clarke soit en réalité Randy Gumbley, le frère du Demandeur, qui avait été condamné à deux reprises pour fraude à l'endroit de joueurs de hockey et de leurs familles;

34. En effet, certains médias ont rapporté que Georges Laraque, qui occupait le poste de directeur exécutif de l'AJLCH à l'époque, avait identifié une photo de Randy Gumbley comme étant Derek Clarke, tel que détaillé dans un article du Toronto *Sun* de Joe Warmington daté du 31 octobre 2012 et intitulé « *Mystery surrounds CHLPA official, Fraudster alleged to be involved in junior hockey union* », dont copie est communiquée comme **pièce D-8**;

35. Georges Laraque a par la suite nié que Randy Gumbley et Derek Clarke étaient la même personne, et a déclaré que Randy Gumbley n'avait aucune implication au sein de l'AJLCH et qu'il ne l'avait jamais rencontré, tel que mentionné dans l'article du Toronto *Sun* (pièce D-8);

36. Il a plus tard été révélé que le Demandeur était impliqué dans l'AJLCH et avait tenté de garder son identité secrète étant donné qu'il savait que son nom de famille était « toxique » dans le monde du hockey (« *because he knew his family name was toxic in hockey circles* »), tel que détaillé dans un article du Toronto *Star* de Robert Cribb et Kerry Gillepsie daté du 2 novembre 2012 et intitulé « *Who is Derek Clarke, CHLPA spokesperson?* », dont copie est communiquée comme **pièce D-9**;

37. Dans la foulée de ces révélations, Georges Laraque et Derek Clarke ont quitté leurs positions respectives au sein de l'AJLCH et les deux avocats de l'AJLCH ont également démissionné, tel que détaillé dans un article du Toronto *Star* de Mark Zwolinski daté du 2 novembre 2012 et intitulé « *Georges Laraque, Derek Clarke quitting their positions with CHLPA* », dont copie est communiquée comme **pièce D-10**;

38. Suite à ces événements, le Demandeur est demeuré impliqué en marge du hockey junior au Canada et, tel qu'indiqué dans le passage du Communiqué de presse faisant l'objet des présentes procédures, de récentes communications et publications dans les médias sociaux ont porté les Défenderesses à croire que le Demandeur était impliqué dans le Recours collectif proposé;

39. Au cours des deux dernières années, le Demandeur a menacé les Défenderesses à plusieurs reprises, notamment relativement à des mesures qu'il soutenait avoir l'intention d'entreprendre contre elles pour de prétendues violations des normes du travail, a soulevé des questions relatives aux salaires minimums des joueurs à de nombreuses occasions et a fréquemment critiqué publiquement les Défenderesses et leurs représentants;

40. À titre d'exemple, le 16 octobre 2014, soit quatre jours avant que la Déclaration amendée ne soit déposée, une lettre intitulée « *The CHLPA Countdown Clock has less than 4 days remaining. The countdown is on for David Branch and the Canadian Hockey League. Keep watching.* » signée par le Demandeur a été publiée sur le site Internet de l'AJLCH, dont copie est communiquée comme **pièce D-11**;

41. Dans cette lettre (pièce D-11), le Demandeur a fait l'annonce suivante :

> « *The countdown clock has started for the Canadian Hockey League. In less than 4 days from now David Branch and the Canadian Hockey League will have to start thinking about answering some very serious questions on how the CHL is being operated.*

*It's time for players and parents to recognize that positive change continues to be applied to how the league decides to operate. Slowly but surely we are giving David Branch no other alternatives but to operate his league more responsibly while players rights are still in question.*

*With less than 4 days to go, the countdown clock protecting players' rights will end at 4:59:59, Monday, October 20th, 2014.*

*Glenn Gumbley is committed to ensure that ALL Major Junior Hockey players rights are protected within the CHL at all times. Each day, more and more progress is being made and over the last few years Glenn Gumbley and the CHLPA have been responsible for numerous changes within the league itself [...]* »

42. Par ailleurs, le 20 octobre 2014, à 11 h 05, le Demandeur a même envoyé un courriel au nom de « *The Gumbley's* » à Glen McCurdie, vice président, Hockey Canada, intitulé « *Class Action.* », dont copie est communiquée comme **pièce D-12**, dans lequel il déclare ce qui suit :

« *Sorry about the clock. I was off by about 12 hours.*

*Glen, could you verify in an email to me in the Hockey Canada considers the Canadian Hockey League as a member?*

*If you need to refresh your memory. Please refer to your deposition.*

*I will keep you informed of the next countdown clock which will be named BFL & First Lion Holdings.*

*What's the easiest way to turn $3.5 million into $180 million?*

*Love,*

*The Gumbley's* »

43. En outre, plusieurs publications ont été affichées sur la page Facebook de l'AJLCH durant la dernière année, certaines d'entre elles étant d'ailleurs diffamatoires, suggérant que l'AJLCH et les frères Gumbley étaient « toujours activement impliqués en marge du hockey junior au Canada » ainsi que dans le Recours collectif proposé, le tout tel qu'il appert notamment, mais sans s'y limiter, de copies de certaines de ces publications communiquées, *en liasse*, comme **pièce D-13** :

- 22 février 2014 : « *Read this article to see just how big of a lying sack of moustache CHL Commissioner David Branch really is* », avec un lien à un article de *Yahoo Sports* par Sunata Sapurji daté du 20 février 2014 et intitulé « *OHL ups the ante, makes significant changes to player benefit packages* »

- 20 février 2014 : « *[...] If the CHL and it's owners who are fully aware of the impending legal action think that for one moment that by allowing a player only to extend his education package which he has worked for and rightfully earned, they are gravely mistaken.*

  *By sugar coating an extra $50 a week for these players is embarrassing. I wish to inform you Mr. Branch that you are seriously mistaken if you believe The CHL and it's owners are above the laws in Canada. These players of the CHL have rights. The CHL has abused and disenfranchised CHL players for decades. The players of the CHL demand and require respect. If as David Branch says is true and I quote "We recognize that the players are the most important people in the game." Then we ask that the CHL and it's owners respectfully compensate and prohibit any further sanctions or penalties on education packages that are earned during the course of a CHL players employment with their respective CHL teams. Mr Branch continues to penalize his players for accessing their education package that is rightfully theirs. In closing I would ask Mr. Branch if he would be willing to give back the money he has earned for the past 5 years if he took a job or employment with another employer? This is what has been done to every CHL player for decades.*

  *[...]*

  *Nothing more than hourly wages and non restricted education packages will be acceptable. The players have more than earned that right.* »

- 3 janvier 2014 : « *Is The CHL & Hockey Canada completely above the law? Will prosecuting these 2 organizations jeopardize the sport of Hockey in Canada? In this two tiered justice system the CHL & Hockey Canada don't have to adhere to any laws while everyone else has to somehow comply with the law. This is very problematic and troubling.* »

44. Compte tenu de ce qui précède, les Défenderesses avaient toutes les raisons de croire que le Demandeur était toujours activement impliqué en marge du hockey junior au Canada et jouait un rôle dans le Recours collectif proposé;

45. Au surplus, il est à noter que les convictions des Défenderesse à l'effet que la famille Gumbley était toujours activement impliquée en marge du hockey junior au Canada et dans le Recours collectif proposé ont récemment été confirmées quand il a été porté à l'attention des Défenderesses que le frère du Demandeur, Randy Gumbley, envoyait des courriels contenant des allégations diffamatoires et sans fondements à des agents de joueurs de hockey junior afin de promouvoir le Recours collectif proposé, le tout tel qu'il appert d'une copie d'un courriel envoyé par Randy Gumbley le 26 février 2015, dont copie est communiquée comme **pièce D-14**;

**Le Communiqué de presse**

46. Contrairement aux allégations de la Requête, les propos qui sont reprochés aux Défenderesses par le Demandeur et reproduits au paragraphe 3 de la Requête ne sont pas diffamatoires;

47. Les Défenderesses affirment que les propos reprochés dans la Requête constituent l'expression d'une opinion de bonne foi et sans malice et que les Défenderesses n'ont pas commis quelque faute que ce soit en émettant le Communiqué de presse et en exerçant leur liberté d'expression pour transmettre leurs préoccupations;

48. Cette opinion est basée sur la conduite du Demandeur, notamment sur les communications mentionnées ci-dessus, lesquelles ont porté les Défenderesses à croire honnêtement que, « malgré toutes les mentions contraires à cet effet », le Demandeur était impliqué en marge du hockey junior et dans le Recours collectif proposé;

49. Considérant que, suite à la création de l'AJLCH en 2012, les Défenderesses ont reçu des plaintes de joueurs et de leurs parents, tel que détaillé précédemment au paragraphe 31, à l'effet que, entre autres, les joueurs recevaient des appels tardifs et étaient approchés de manière agressive par des représentants de l'AJLCH pour les inciter à devenir membres de cette association, les Défenderesses ont décidé, pour des raisons de sécurité et ayant à cœur les intérêts de leurs joueurs, de les aviser qu'elles croyaient que le Demandeur était encore impliqué en marge du hockey junior au Canada et par l'entremise du Recours collectif proposé;

50. Dans ce contexte, les propos reprochés par le Demandeur exprimaient les préoccupations légitimes des Défenderesses basées sur des prémisses factuelles et n'ont pas été émis dans le but de nuire à la réputation du Demandeur;

51. De plus, lesdits propos n'ont pas été formulés de manière fautive, le langage utilisé dans le Communiqué de presse étant neutre, de sorte qu'une personne raisonnable ne considérerait pas que la réputation du Demandeur a été ternie par le Communiqué de presse;

**Les Commentaires**

52. Les Défenderesses réitèrent qu'elles ignorent et n'ont aucune implication en ce qui concerne la publication des Commentaires auxquels le Demandeur fait référence dans sa Requête;

53. Les Défenderesses ont seulement eu connaissance des Commentaires publiés sur « *twitter* » lorsqu'ils ont été portés à leur attention par la signification de la Requête;

54. Ceci étant dit, les Défenderesses soumettent que les Commentaires, plutôt que de soutenir le bien-fondé de l'action du Demandeur, démontrent que ce dernier était déjà connu comme étant un personnage controversé au sein de la communauté du hockey junior au Canada et que le « *verbiage of criticism, slanders, defamatory remarks and defamation by social media and other internet commentators* » dont se plaint le Demandeur aux paragraphes 9 à 12 de sa Requête n'a pas été causé par le Communiqué de presse tel qu'il l'allègue, mais résulte plutôt de sa réputation déjà souillée;

55. À titre d'exemple, le Demandeur réfère, au paragraphe 11 de sa Requête, à des Commentaires qui en réalité indiquent clairement que le Demandeur était déjà connu, et non pas de façon positive, dans la communauté canadienne de hockey :

- Commentaire d'une certaine « Yersenia » le 6 novembre 2014 : « *So which Gumbley are you? The one convicted of defrauding junior players twice? Or the one who tried to represent them? #idiots* »

- Commentaire d'un certain « Cyclone » le 29 octobre 2014 : « *Thanks to Gumbley & CHLPA" – On your Web site Gumbley was a mistake. So clearly you are Gumbley trying to lie. Again.* »

- Commentaire d'un certain « Cyclone » le 28 octobre 2014 : « *The fact that two years later you still want to exploit them is ridiculous.* »

- Commentaires de Patrick Johnston le 20 octobre 2014 : « *CHL statement dodges issue of pay (which isn't surprising, given pending litigation) and reminds us about the Gumbleys.* »

- Commentaire de Ian Schantz le 20 octobre 2014 : « *The Gumbley Bros. Circus is back! Two-ring company.* »

(nous soulignons)

56. De plus, le Demandeur a communiqué, comme pièce P-3 au soutien de sa Requête, d'autres Commentaires qui, selon les Défenderesses, indiquent également que le Demandeur était déjà connu de manière négative dans la communauté canadienne de hockey :

- Commentaire de Sarah Jean Maher le 20 octobre 2014 : « *I'm slightly – nay, very – dumbfounded that Gumbley still holds any level of merit in these situations. Surprising but unsurprising* »

- Commentaire d'un certain « Cyclone » (sans date) : « *that's good ol' Glenn Gumbley, the beloved and delusional founder of the CHLPA* »

(nous soulignons)

57. Par ailleurs, les Défenderesses soumettent que les critiques émises à l'endroit du Demandeur dans les Commentaires n'ont pas été causées par le Communiqué de presse;

**Les dommages allégués et la réputation du Demandeur**

58. Les Défenderesses soumettent qu'aucun préjudice personnel n'a été subi par le Demandeur;

59. Tel que mentionné précédemment, avant l'émission du Communiqué de presse, la réputation du Demandeur était déjà ternie au sein de la communauté du hockey junior;

60. En fait, l'AJLCH elle-même a publié des articles sur son site Internet contenant des propos à l'effet que la réputation du Demandeur était souillée auprès de la communauté de hockey junior;

61. Par exemple, sur le site Internet de l'AJLCH, un article de « *Buzzing the Net* » de Scott Sepich daté du 12 septembre 2014 et intitulé « *State of Washington confirms WHL labour investigation, Oregon « monitoring » the situation* », dont copie est communiquée comme **pièce D-15**, est affiché;

62. Dans cet article, M. Sepich a fait les commentaires suivants concernant le Demandeur :

> « *Oregon received one complaint this year about work conditions for the Winterhawks, which was filed in January by Glenn Gumbley, the controversial CHLPA leader who has reportedly handed off CHL union efforts to Unifor, a private-sector union in Canada.*
>
> *In his complaint to Oregon, Gumbley expresses frustration over what he says had been "several attempts to submit a complaint regarding child labor violations and minimum wage violations against the Portland Winterhawks."*
>
> *Gumbley also claims to have "details and evidence which will show that the Portland Winterhawks and their hockey players share an employer/employee relationship."*
>
> *At this point, it appears Oregon has declined to take up Gumbley on his offer. And by "monitoring" the situation in Washington, it seems that Oregon may be waiting to see how its neighbor handles the situation before taking any action.*
>
> *While one might assume that Gumbley is responsible for the complaint in Washington, the KING 5 report notes that the*

> *complaint originated within the state. That seems to make it unlikely that it was registered by Gumbley.*
>
> *Gumbley has doggedly continued his CHLPA efforts over the last two years, despite an initial fiasco that included ex-NHLer Georges Laraque quitting as the face of the organization after a few weeks, the questionable collection of union cards from the QMJHL team in Sherbrooke and a spokesman named Derek Clarke whose existence came into question.* »
>
> (nous soulignons)

63. Le site Internet de l'AJLCH affiche également un article du Toronto *Star* de Robert Cribb daté du 10 juillet 2014 et intitulé « *Unifor calls for provincial probe of junior hockey* », dont copie est communiquée comme **pièce D-16**;

64. Dans cet article, M. Cribb a fait les commentaires suivants concernant le Demandeur :

> « *Unifor's union drive for junior hockey players, first reported in the Star on Monday, has had a bumpy start thanks to the involvement of Glenn Gumbley, a union activist currently facing a fraud charge in Montreal, whose attempts to organize players two years ago flamed out in scandal.*
>
> *The man Gumbley approached last month to lead the proposed new union pulled out suddenly last week, calling the effort "shady" and filled with "unanswered questions," the Star has learned.* »
>
> (nous soulignons)

65. En fait, le Demandeur lui-même a reconnu, avant l'émission du Communiqué de presse, que sa réputation dans le domaine du hockey était ternie;

66. Par exemple, dans un courriel daté du 2 mai 2013 que le Demandeur a envoyé à David Branch, président, commissaire LCH/LHO, intitulé « *Keeping you informed* », dont copie est communiquée comme **pièce D-17**, le Demandeur indiquait : « *Surely the 3 of you are smart enough to figure out that the negative publicity I received would only last for a little while before the tides start to turn.* »;

67. Dans un article intitulé « *CHLPA's Way: How One Man Tried To Take On The Empire Of Junior Hockey* » d'un certain « kadiesmith » affiché sur le site Internet de l'AJLCH le 7 juin 2014, dont copie est communiquée comme **pièce D-18**, des affirmations du Demandeur concernant la mauvaise réputation de son nom sont rapportées :

> « *Glenn Gumbley was and still is involved in the CHLPA and he admitted that he had kept his involvement quiet because of the notoriety of his brother's name. They tried to explain it all away, but the damage had been done.*

*[...]*

*"Google is forever," said Glenn Gumbley. "So now if you google my name, that scandal comes up and it was easy for the CHL to present us a scam and play on that connection. The story is so complicated now and it's sad."*

*Given Randy Gumbley's history it's easy to see how that became the smoking gun for the CHLPA, and why Glenn kept his involvement quiet. [...]* »

(nous soulignons)

68. Tel que décrit précédemment au paragraphe 44, compte tenu de ce qui précède, les Défenderesses avaient toutes les raisons de croire que le Demandeur était toujours activement impliqué en marge du hockey junior au Canada et jouait un rôle dans le Recours collectif proposé;

69. De plus, les Défenderesses soumettent que le Communiqué de presse n'a pas porté préjudice à la réputation du Demandeur, telle réputation étant déjà ternie au sein de la communauté canadienne du hockey junior, et qu'il n'y a aucun lien de causalité entre la réputation controversée du Demandeur illustrée par les Commentaires dont le Demandeur se plaint dans sa Requête et l'émission du Communiqué de presse;

70. L'action du Demandeur est mal fondée en faits et en droit;

71. La Défense des Défenderesses est bien fondée en faits et en droit;

**POUR CES MOTIFS, PLAISE AU TRIBUNAL :**

**ACCUEILLIR** la présente défense;

**REJETER** la requête introductive d'instance du Demandeur;

**LE TOUT** avec dépens.

**MONTRÉAL,** le 8 septembre 2015

**(s) Société d'avocats Torys S.E.N.C.R.L.**

**SOCIÉTÉ D'AVOCATS TORYS S.E.N.C.R.L.**
**Procureurs des défenderesses**

**COPIE CONFORME**

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NO: 500-17-089752-151

COUR SUPÉRIEURE
(Chambre civile)
DISTRICT DE MONTRÉAL

**GLENN RICHARD GUMBLEY**

Demandeur

c.

**CANADIAN HOCKEY LEAGUE (CHL)**

et

**QUÉBEC MAJOR JUNIOR HOCKEY LEAGUE INC.**

et

**ONTARIO HOCKEY LEAGUE (OHL)**

et

**WESTERN HOCKEY LEAGUE (WHL)**

Défenderesses

# DÉFENSE

**COPIE POUR LE DOSSIER**


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Court File No. CV-14-514423

SAMUEL BERG v. CANADIAN HOCKEY LEAGUE. et al.
Plaintiff Defendants

*ONTARIO*
**SUPERIOR COURT OF JUSTICE**

Proceeding commenced at TORONTO

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Lawyers for the Defendants

463

304

JUNE 26, 2020

# Statement from the Canadian Hockey League

WHL Network

Junior Hockey League (QMJHL), are charged with the care and safety of the 1,400 young men who play in our league. The CHL is committed to ensuring them an environment that is Players First and free of hazing, abuse, harassment and bullying, and that provides zero tolerance for any of these behaviours.

We are deeply troubled by the allegations in the recently announced class action, many of which are historic in nature and we believe are not indicative of the leading experience our players receive in the CHL today. Regardless of the timing, we are taking the claims very seriously as the protection of our players has been and will always be our primary concern.

The CHL and its member leagues have made a number of advancements to enhance our player experience programs over the past 20 years. We have been working with organizations such as the Canadian Mental Health Association, Canadian Red Cross and Respect in Sport, to develop extensive policies and practices to educate players and team staff on the importance of respect and prevention of hazing, abuse, harassment and bullying. Throughout the leagues we have worked to ensure there is a zero tolerance for violations of our rules and policies for both the team and players. We believe these programs protect our players and ensure that everyone associated with our teams understand that the type of misconduct alleged is not tolerated.

We want to ensure that we provide the safest environment to protect our players. Yesterday, the CHL Board of Directors unanimously agreed to the appointment of an Independent Review Panel to thoroughly review the current policies and practices in our leagues that relate to hazing, abuse, harassment and bullying and the allegation that players do not feel comfortable reporting behaviours that contravene these policies. A chair of this panel will be announced in the coming weeks and our goal is to have the review process completed in time for the start of the 2020-21 season. We welcome the findings of the Independent Review Panel to ensure we are providing the safest player experience in hockey and amateur sport.

We want to remind players of the training provided on player conduct and safety and encourage them to access established complaint procedures related to hazing, abuse, harassment and bullying. The existing procedures to raise a complaint without fear of reprisal include advising your Coach, General Manager, Police Liaison, Player Liaison or Governor/Member or league officials.

To the extent that the allegations relate to criminal conduct we encourage those involved to contact the police.

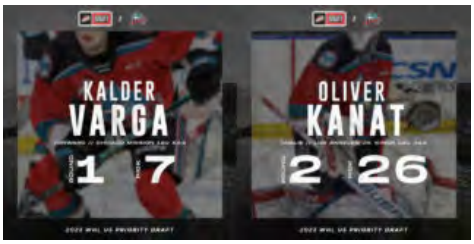
consists of 22 member Clubs with 17 located in Western Canada and five in the U.S. Pacific Northwest. A member of the Canadian Hockey League, the WHL has been a leading supplier of talent for the National Hockey League for over 50 years. The WHL is also the leading provider of hockey scholarships with over 350 graduates each year receiving WHL Scholarships to pursue a post-secondary education of their choice. Each season, WHL players also form the nucleus of Canada's National Junior Hockey Team.

## MORE NEWS

FULL BLAST PROFILE | JOHN VARGA

Kalder Varga: Falling To The Rockets A Dream Come True

12 HOURS AGO




KALDER VARGA | OLIVER KANAT

Rockets select Kalder Varga and Oliver Kanat in 2023 US Priority Draft

19 HOURS AGO

DRAFT | PROSPECTS DRAFT

## Rockets gear up for busy 2023 WHL Draft Week

2 DAYS AGO

## Rocket alumnus Tyler Myers to represent Canada at 2023 IIHF World Championships

3 DAYS AGO

ANDREW CRISTALL

## Andrew Cristall named alternate captain for Canada's National Men's Under-18 Team

3 WEEKS AGO

## RE/MAX Presents: Nickelodeon Night raises nearly $160,000 in support of Children's Miracle Network

3 WEEKS AGO

Registraire des entreprises Québec

# Rechercher une entreprise au registre

## État de renseignements d'une personne morale au registre des entreprises

Renseignements en date du 2023-04-04 13:03:22

### État des informations

#### Identification de l'entreprise

| | |
|---|---|
| Numéro d'entreprise du Québec (NEQ) | 1175187765 |
| Nom | LIGUE DE HOCKEY JUNIOR MAJEUR DU QUÉBEC INC. |
| Version du nom dans une autre langue | QUÉBEC MAJOR JUNIOR HOCKEY LEAGUE INC. |

#### Adresse du domicile

| | |
|---|---|
| Adresse | 101-1205 rue Ampère<br>Boucherville (Québec) J4B7M6<br>Canada |

#### Adresse du domicile élu

| | |
|---|---|
| **Nom de l'entreprise** | Ligue de hockey junior majeur du Québec Inc. |
| **Nom de la personne physique** | |
| Nom de famille | Daoust |
| Prénom | Pierre |

| | |
|---|---|
| Adresse | 234 rue Chagnon<br>Verchères (Québec) J0L2R0<br>Canada |

#### Immatriculation

| | |
|---|---|
| Date d'immatriculation | 2020-01-30 |
| Statut | Immatriculée |
| Date de mise à jour du statut | 2020-01-30 |
| Date de fin d'existence prévue | Aucune date de fin d'existence n'est déclarée au registre. |

#### Forme juridique

| | |
|---|---|
| Forme juridique | Personne morale sans but lucratif |
| Date de la constitution | 2019-01-27 Constitution |
| Régime constitutif | CANADA : Loi canadienne sur les organisations à but non lucratif, L.C. 2009, ch.23 |
| Régime courant | CANADA : Loi canadienne sur les organisations à but non lucratif, L.C. 2009, ch.23 |

#### Dates des mises à jour

| | |
|---|---|
| Date de mise à jour de l'état de renseignements | 2023-03-22 |
| Date de la dernière déclaration de mise à jour annuelle | 2022-08-01 2022 |
| Date de fin de la période de production de la déclaration de mise à jour annuelle de 2023 | 2023-12-01 |
| Date de fin de la période de production de la déclaration de mise à jour annuelle de 2022 | 2022-12-01 |

#### Faillite

L'entreprise n'est pas en faillite.

#### Fusion, scission et conversion

Aucune fusion ou scission n'a été déclarée.

#### Continuation et autre transformation

Aucune continuation ou autre transformation n'a été déclarée.

#### Liquidation ou dissolution

Aucune intention de liquidation ou de dissolution n'a été déclarée.

### Activités économiques et nombre de salariés

#### 1er secteur d'activité

| | |
|---|---|
| Code d'activité économique (CAE) | 9650 |
| Activité | Clubs sportifs et services de loisirs |
| Précisions (facultatives) | Ligue de hockey |

#### 2e secteur d'activité

Aucun renseignement n'a été déclaré.

### Nombre de salariés

Nombre de salariés au Québec

De 11 à 25

## Administrateurs, dirigeants et fondé de pouvoir

### Liste des administrateurs

| | |
|---|---|
| Nom de famille | Létourneau |
| Prénom | Richard |
| Date du début de la charge | 2021-06-01 |
| Date de fin de la charge | |
| Fonctions actuelles | Président |
| Adresse du domicile | 1630 rue des Gouverneurs Saguenay (Québec) G7H7M3 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Pellerin |
| Prénom | Charles |
| Date du début de la charge | 2021-06-01 |
| Date de fin de la charge | |
| Fonctions actuelles | Vice-président |
| Adresse du domicile | 344 rue Olivier Victoriaville (Québec) G6P5H1 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Tanguay |
| Prénom | Alexandre |
| Date du début de la charge | 2021-06-01 |
| Date de fin de la charge | |
| Fonctions actuelles | Trésorier |
| Adresse du domicile | 2050 BOUL. René-Lévesque O Québec Québec G1V2K8 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Cecchini |
| Prénom | Mario |
| Date du début de la charge | 2023-03-22 |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |
| Adresse du domicile | 403-295 rue Riverside Saint-Lambert (Québec) J4P1A5 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Simard |
| Prénom | Marie-Pierre |
| Date du début de la charge | 2023-03-22 |
| Date de fin de la charge | |
| Fonctions actuelles | Secrétaire |
| Adresse du domicile | 565 av. Abercorn Mont-Royal (Québec) H3R2B5 Canada |
| Adresse professionnelle | |

### Dirigeants non membres du conseil d'administration

| | |
|---|---|
| Nom de famille | Daoust |
| Prénom | Pierre |
| Fonctions actuelles | Principal dirigeant: QC |
| Adresse du domicile | 234 rue Chagnon Verchères (Québec) J0L2R0<br>Canada |
| Adresse professionnelle | |

### Fondé de pouvoir

Aucun fondé de pouvoir n'a été déclaré.

### Administrateurs du bien d'autrui

Aucun administrateur du bien d'autrui n'a été déclaré.

## Établissements

Aucun établissement n'a été déclaré.

### Documents en traitement

Aucun document n'est actuellement traité par le Registraire des entreprises.

## Index des documents

### Documents conservés

| Type de document | Date de dépôt au registre |
|---|---|
| Déclaration de mise à jour courante | 2023-03-22 |
| Déclaration de mise à jour courante | 2023-03-22 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2022 | 2022-08-01 |
| Déclaration de mise à jour courante | 2021-11-19 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2021 | 2021-11-09 |
| Déclaration de mise à jour courante | 2021-03-16 |
| Déclaration de mise à jour courante | 2020-05-26 |
| Déclaration d'immatriculation | 2020-01-30 |

## Index des noms

Date de mise à jour de l'index des noms 2020-01-30

### Nom

| Nom | Versions du nom dans une autre langue | Date de déclaration du nom | Date de déclaration du retrait du nom | Situation |
|---|---|---|---|---|
| LIGUE DE HOCKEY JUNIOR MAJEUR DU QUÉBEC INC. | QUÉBEC MAJOR JUNIOR HOCKEY LEAGUE INC. | 2020-01-30 | | En vigueur |

### Autres noms utilisés au Québec

Aucun autre nom utilisé au Québec n'a été déclaré.

Québec
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Court File No. CV-20-00642705-00CP

***ONTARIO***
**SUPERIOR COURT OF JUSTICE**

BETWEEN:

DANIEL CARCILLO and GARRETT TAYLOR

Plaintiffs

- and -

ONTARIO MAJOR JUNIOR HOCKEY LEAGUE, CANADIAN HOCKEY LEAGUE, WESTERN HOCKEY LEAGUE, QUEBEC MAJOR JUNIOR HOCKEY LEAGUE, BARRIE COLTS JUNIOR HOCKEY LTD., GUELPH STORM LTD., HAMILTON BULLDOGS FOUNDATION INC., KINGSTON FRONTENACS HOCKEY LTD., KITCHENER RANGERS JR. A. HOCKEY CLUB, LONDON KNIGHTS HOCKEY INC., MISSISSAUGA STEELHEADS HOCKEY CLUB INC., 2325224 ONTARIO INC. o/a MISSISSAUGA STEELHEADS, NIAGARA ICEDOGS HOCKEY CLUB INC., NORTHBAY BATTALION HOCKEY CLUB LTD., OSHAWA GENERALS HOCKEY ACADEMY LTD., OTTAWA 67'S LIMITED PARTNERSHIP c.o.b. OTTAWA 67S 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 SWIFT CURRENT, ICE SPORTS & ENTERTAINMENT INC.

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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 QUEBEC INC., LE CLUB DE HOCKEY JUNIOR ARMADA INC., MONCTON WILDCATS HOCKEY CLUB LIMITED, LE CLUB DE HOCKEY L'OCEANIC DE RIMOUSKI INC., LES HUSKIES DE ROUYN-NORANDA INC., 8515182 CANADA INC. c.o.b. 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 QUEBEC INC. c.o.b. as GROUPE SAGS 7-96 AND LES SAGUENEENS, JAW HOCKEY ENTERPRISES LP c.o.b. ERIE OTTERS, IMS HOCKEY c.o.b. FLINT FIREBIRDS, SAGINAW HOCKEY CLUB, L.L.C., EHT, INC., ~~JOHN DOE CORP. A o/a EVERETT SILVERTIPS HOCKEY CLUB~~, WINTERHAWKS JUNIOR HOCKEY LLC, PORTLAND WINTER HAWKS INC., THUNDERBIRDS HOCKEY ENTERPRISES, L.L.C., ~~JOHN DOE CORP. B. o/a SEATTLE THUNDERBIRDS~~, BRETT SPORTS & ENTERTAINMENT, INC., HAT TRICK, INC., ~~JOHN DOE CORP. C o/a SPOKANE CHIEFS~~, TRI-CITY AMERICANS HOCKEY LLC, and TOP SHELF ENTERTAINMENT, INC. ~~and JOHN DOE CORP. D o/a TRI-CITY AMERICANS~~

Defendants

Proceeding under the *Class Proceedings Act, 1992*

# AFFIDAVIT OF GILLES COURTEAU

**(Sworn November 1, 2021)**

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I, Gilles Courteau, of the City of Varennes, in the Province of Québec, **MAKE OATH AND SAY**:

1. I am the Commissioner of the Québec Major Junior Hockey League (the **QMJHL**). I have served as Commissioner of the QMJHL for over 20 years, since 2000. In my role as Commissioner, I oversee all of the QMJHL's operations. I have also served as President of the QMJHL since 1986.

2. I also serve as a Vice-President of the Canadian Hockey League (the **CHL**), a position I have held since 1986, and represent the CHL on the Junior Council of Hockey Canada.

3. I began my career with the QMJHL as a statistician for the Trois-Rivières Draveurs from 1975 to 1977, after which I worked as a general administrator for the QMJHL from 1977 to 1980.

4. I then served as General Manager of the QMJHL's Québec Remparts from 1980 to 1985. During this time, I also served as a public relations agent for the NHL's Québec Nordiques from 1983 to 1985, when I became President of the QMJHL.

5. I know about the matters in this affidavit. If I have made statements of my information and belief, the source of the information and the fact of the belief are specified in this affidavit.

## I. Overview

6. In this affidavit, I provide evidence on these matters:

   (a) ***Background on the QMJHL*:** I provide background evidence on the QMJHL, including its structure and its constituent teams.

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(b) ***Roles and responsibilities of QMJHL Commissioner*:** I outline my role and responsibilities as QMJHL Commissioner.

(c) ***The QMJHL's policies and programs on hazing*:** I describe the various policies and programs related to hazing currently in place in the QMJHL, as well as when they were implemented.

## A. The Québec Major Junior Hockey League

7. The QMJHL is a non profit corporation organized under the laws of Québec. It is a member of the CHL, along with the Western Hockey League (the **WHL**), and Ontario Hockey League (the **OHL**). The QMJHL is the governing body for major junior ice hockey in Québec. Players in the QMJHL range from 16 to 20 years old (although players can start their first season at 15 years old, and can end their last season at 21 years old).

8. The QMJHL was founded in 1969 through the merger of the best teams from the existing Québec Junior Hockey League (the **QJHL**) and the Metropolitan Montréal Junior Hockey League (the **MMJHL**). Of the original 11 teams, eight came from the QJHL, two came from the MMJHL, and one transferred from the Central Junior A Hockey League. Since the QMJHL's first season in 1969/1970, only one team remains in the same city (Shawinigan) with an uninterrupted history, although the team's name has changed. In 1994, the QMJHL expanded outside of Québec to Atlantic Canada after the American Hockey League franchises left the region. The QMJHL is the only Canadian major junior league with no teams in the United States.

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9. The QMJHL currently consists of 18 member franchises: 12 in Québec, two in Nova Scotia, three in New Brunswick and one in Prince Edward Island (the **QMJHL Teams**). The QMJHL Teams are divided into two Conferences based on geography.

10. Within each Conference, the QMJHL Teams are split into two Divisions, also based on geography. In the Eastern Conference, the East Division is made up of the Baie-Comeau Drakkar, Rimouski Océanic, Chicoutimi Saguenéens and the Québec Remparts. The Maritime Division in the Eastern Conference is made up of the Halifax Mooseheads, Charlottetown Islanders, Cape Breton Eagles, Moncton Wildcats, Saint John Sea Dogs, and Acadie-Bathurst Titan.

11. In the Western Conference, the West Division is made up of the Rouyn-Noranda Huskies, Val-d'Or Foreurs, Blainville-Boisbriand Armada, and Gatineau Olympiques. The Central Division of the Western Conference is made up of the Drummondville Voltigeurs, Sherbrooke Phoenix, Victoriaville Tigres and Shawinigan Cataractes.

12. The QMJHL Teams compete against other QMJHL Teams in their own Division and Conference. The regular season runs from about the third week of September to the third week of March of the next year, and consists of 68 games per QMJHL Team. Around one-half of the games are played on "home ice" in an arena in the QMJHL Team's home area. The remainder are "away" games to which Teams travel, generally by bus, as a group. The season ends with a playoff tournament among the top 16 QMJHL Teams (8 from each Conference) to determine a league champion. The QMJHL champion then competes in the Memorial Cup tournament,

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hosted by the CHL, against the WHL champion team, OHL champion team and a host team in a round-robin tournament to determine a national champion.

### B. Roles and Responsibilities of the QMJHL Commissioner

13. My role as QMJHL Commissioner is to provide direction for the QMJHL's operations, including for player safety, game supervision, scheduling, QMJHL meetings, player drafts, agreements and scholarships, player trades, finance, marketing, media relations, communications and statistics/results.

14. Player safety is one of my key functions. Beyond on-ice safety, I consider it my responsibility to look out for the best interests of players. I assist in, and ultimately oversee, the development of the QMJHL's policies and programs, including reassessment of existing policies and programs after ever season, with input from players, Team staff and ownership, and independent professionals. Improving and maintaining a safe and positive player experience is my top priority.

### C. The QMJHL's Policies and Programs Regarding Hazing

15. The QMJHL and QMJHL Teams take hazing seriously. Each QMJHL team is responsible for player safety on their team. Pursuant to this responsibility, throughout the years, each team has developed policies, programs and rules related to player safety, including related to hazing.

16. Over time, the QMJHL has also implemented league-wide policies and programs aimed at educating players about the dangers of hazing, as well as how to identify, prevent and report

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acts of hazing, including bullying, harassment, discrimination and substance abuse. Starting in 1990, all players must sign a contract committing to abide by all QMJHL policies upon entering the QMJHL, which include the league's zero-tolerance policy on hazing. As part of their responsibility and obligation to protect player safety, each QMJHL Team disseminates these policies and administering these programs to their respective players, typically during player orientation week, which occurs before each season starts. Individual QMJHL Teams continue to develop their own policies, programs and rules based on the needs of their players and the philosophy of their management and coaches.

17. Given that implementation of player safety measures has always been the responsibility of the individual QMJHL Teams, the player experience has and does differ between each of the QMJHL Teams. That has consistently been my experience throughout my 20 years with the QMJHL.

18. Both the QMJHL's and individual QMJHL Teams' hazing policies and programs have evolved. The QMJHL revisits its policies and programs before every season and revises them accordingly, with input from players, the QMJHL Teams' General Managers and coaching staff, and independent professionals. The QMJHL is continuously looking for ways to improve its policies and programs, and by extension, the player experience. The QMJHL is not resistant to such change, and in fact welcomes feedback from stakeholders on policy and program improvements that reflect evolving societal standards.

19. I acknowledge that, over my 45 years with the QMJHL, there have been problems related to hazing. These problems have been rooted in the conduct of individual perpetrators and

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specific QMJHL Teams that have acted inappropriately and well outside the expectations and standards of the QMJHL. I strongly condemn this behaviour. When problems arose, we took them seriously and addressed them, in part by implementing mandatory policies and programs at both the team and league level.

20. There are currently seven policies and four programs in place in the QMJHL related, directly or indirectly, to hazing. Some of these policies and programs are set out within broader documents. The QMJHL's current policies and programs related to hazing are explained below.

### 1. Code of Ethics

21. The QMJHL's Code of Ethics is a document provided to all players during orientation week and is made available to players in both hard copy and electronically throughout the season. It sets out the eight objectives, four principles and six core values of the QMJHL, and the duties and obligations of players, which include: (a) respect; (b) integrity; (c) safety; (d) education; (e) sportsmanship; and (f) self-improvement. The Code of Ethics was implemented in 2014, before which the individual QMJHL Teams would address each topic in team-specific policies. The Code of Ethics applies to all QMJHL players, and may be modified following approval of the QMJHL Governors. The Code of Ethics also sets out responsibilities for Team and league managers, including the responsibility to assess breaches of the Code and issue warnings, impose sanctions or disciplinary measures, depending on the circumstances. The Code of Ethics also introduces the Player Support Program, described below. Attached as **Exhibit A** to this affidavit is a copy of the QMJHL's current Code of Ethics.

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### 2. Charter for the Prevention of Violence

22. The QMJHL's Charter for the Prevention of Violence is a document provided to all players during orientation week and is made available to players in hard copy and electronically throughout the season. The Charter for the Prevention of Violence was implemented in 2009, before which the individual QMJHL Teams would address this topic in team-specific policies. It incorporates the QMJHL's anti-violence policy, on and off-ice, and sets out the responsibility of all QMJHL personnel, including players, to identify and prevent all violent behaviour. The Charter for the Prevention of Violence also provides the league with the authority to apply sanctions if a breach of the policy occurs, depending on the circumstances. Attached as **Exhibit B** to this affidavit is a copy of the QMJHL's current Charter for the Prevention of Violence.

### 3. Anti-Discrimination Policy

23. The QMJHL's Anti-Discrimination Policy, adopted by the QMJHL Board of Governors in 2006, is a document provided to all players during orientation week and is made available to players in hard copy and electronically throughout the season. The Anti-Discrimination Policy states that no discrimination will be tolerated in the QMJHL. Discriminatory conduct is defined as "hurtful conduct which may be expressed through behaviours, words, acts, gestures or writings, that affect the dignity and the honour of any person and that are made in relation with race, sex, colour, religion, language, ethic or national origin, sexual orientation, handicap or social condition of the person, or in relation to any other ground of discrimination prohibited by law". The Policy applies to all members of the QMJHL, including officials, agents, officers, directors, managers, coaches, trainers and players. The Policy applies to all incidents of a

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discriminatory nature in a hockey game or outside the rink during QMJHL activities. Any violations of the Policy may attract sanctions and disciplinary measures, including dismissal for cause, a fine or suspension, depending on the circumstances. Attached as **Exhibit C** to this affidavit is a copy of the QMJHL's current Anti-Discrimination Policy.

### 4. Social Media Policy

24. The QMJHL's Social Media Policy prohibits, among other things: (a) negative or derogatory comments; (b) photographs, videos or comments promoting negative influences or criminal behaviour, including, but not limited to, sexual exploitation; and (c) inappropriate, derogatory, racist or sexist comments. Breaches of the Social Media Policy will attract disciplinary action at my discretion. The Social Media Policy was implemented in 2016. Attached as **Exhibit D** to this affidavit is a copy of the QMJHL's current Social Media Policy.

### 5. Billet Family Guide

25. The QMJHL's Billet Family Guide sets out the billet selection process, the responsibilities of billet families, the responsibilities of players during their time with billet families, the responsibilities of the QMJHL Teams in relation to players and their billets and the responsibilities of the parents of players staying with billets. The Billet Family Guide is provided to all potential billets upon applying to the billet program, to all players who are assigned to a billet, and to those players' parents. The Billet Family Guide sets out the process for reporting any concerns about player health and safety, including to the billet family manager, the QMJHL Teams' General Managers, the QMJHL Teams' Academic Advisors, or the Player Services Director. The Billet Family Guide was implemented in 2017, before which the individual

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QMJHL Teams would provide team-specific billet policies. Attached as **Exhibit E** to this affidavit is a copy of the QMJHL's current Billet Family Guide.

### 6. Player Commitment Contract

26. The QMJHL's Player Commitment Contract is a document provided to all players during orientation week and which all players must sign before the start of the season. The Player Commitment Contract was implemented in 1990. By signing the Player Commitment Contract, players confirm that they will follow the QMJHL Code of Ethics and all other QMJHL policies and Team rules. Players commit to being a positive influence on their teammates and to show respect toward their teammates, Team management and staff, their billet family and the community. Players acknowledge that if they do not respect one of the commitments set out, they understand they will face consequences, which include potential removal from their Team and the QMJHL. Attached as **Exhibit F** to this affidavit is a copy of the QMJHL's current Player Commitment Contract.

### 7. Player Support Program

27. The QMJHL Player Support Program (**PSP**) is a multifaceted, year-long program introduced in 2008 and is designed to: (a) provide support to players experiencing addiction issues, stress or anxiety, depression, mourning or loss, anger management, crisis situations or trauma; (b) help players manage interpersonal or family situations; (c) clarify or navigate a legal issue; (d) manage problems and conflict resolution, including team conflicts, academic or hockey performance, career planning, violence, harassment, work/life balance, and stress; (e) understand nutrition; and (f) locate and use adequate resources when necessary, such as psychologists, social

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workers, substance abuse professionals, career counselors, nutritionists or rehabilitation experts. Before implementation of the PSP, the individual QMJHL Teams would provide support to players in accordance with their own policies and programs. Attached as **Exhibit G** to this affidavit is a copy of the QMJHL's current PSP overview. Attached as **Exhibit H** to this affidavit is a copy of the QMJHL's current PSP Directives.

28. The PSP provides support to players in several ways. Players can request in-person counseling sessions to discuss any issues they are facing with either the PSP Coordinator, Natacha Llorens, who runs the program at the league level and also serves as Director of Player Services for the QMJHL, or with the PSP Resource Person assigned to each Team. The PSP Coordinator or PSP Resource Person can refer players to a network of external professionals if requested or if necessary. Players can also email or telephone the PSP Coordinator or PSP Resource person. If a player wishes to remain anonymous while seeking support, they can call the PSP 1-800 number. QMJHL Teams can also refer players to the PSP, but the player must always consent before being referred.

29. Aside from offering counseling support to players, the PSP also serves as a complaint reporting mechanism. Players can make complaints in-person, via email or telephone to the PSP Coordinator, their assigned PSP Resource Person, or through the PSP 1-800 number. If review or investigation of a complaint is necessary, the PSP Coordinator or PSP Resource Person will refer the complaint to the independent PSP Committee, made up of one police officer, one social worker, one lawyer, one psychologist and one former QMJHL player. The entire reporting and investigation process under the PSP is confidential. The results of any investigation are provided

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to the PSP Coordinator, who then determines, in connection with myself, the appropriate sanctions and next steps for support.

30. The PSP is introduced to players during orientation week before each season in the form of a presentation and accompanying video. Posters detailing the PSP and providing contact information for the Player Support Services Director are present in every Team's dressing room. Attached as **Exhibit I** to this affidavit is a copy of the QMJHL's current PSP Presentation. Attached as **Exhibit J** to this affidavit is a copy of the QMJHL's current PSP Video. Attached as **Exhibit K** to this affidavit is a copy of the QMJHL's current PSP posters.

31. The PSP also includes an ad hoc lecture program, which includes these presentations given to players throughout the season: (a) drug awareness presentation (since 2008); (b) CCES online drug and doping education course (since 2010); (c) Respect and Sport presentation (since 2010); (d) unsafe sexual behaviour presentation (since 2015); (e) Talk Today presentation (since 2016); and (f) legal responsibilities of players presentation (since 2018). Attached as **Exhibit L** to this affidavit is a copy of the QMJHL's current Ad Hoc PSP Lectures list. Attached as **Exhibit M** to this affidavit is a copy of the QMJHL's current Unsafe Sexual Behaviour Presentation. Attached as **Exhibit N** to this affidavit is a copy of the QMJHL's current Legal Responsibility of Players presentation.

### 8. Respect in Sport for Activity Leaders Program

32. The QMJHL's Respect in Sport for Activity Leaders Program is an online training and certification program mandatory for all players, QMJHL Team management, coaches, staff and billets that takes place during orientation week before each season. Recertification must occur

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every year. The Respect in Sport for Activity Leaders Program was implemented in 2010. The program focuses on preventing bullying, harassment, abuse and neglect, using positive power and emotions, and reporting bullying, harassment, abuse and neglect. The Respect in Sport and Activity Leaders Program is run by Respect Group Inc., a private organization in Canada committed to empowering people to recognize and prevent bullying, abuse, harassment and discrimination through interactive, online training courses. Players are introduced to the SportAide program during orientation week before each season. Attached as **Exhibit O** to this affidavit is a copy of the QMJHL's current Respect in Sport for Activity Leaders Program.

### 9. Talk Today Program

33. The QMJHL's Talk Today Program is a year-round program run with the Canadian Mental Health Association (**CMHA**) to provide professional mental health support to players. The Talk Today Program was implemented in 2014. It is introduced to players during orientation week as part of the Player Support Program and trains players to recognize and report mental health issues in themselves and their teammates. The Talk Today Program involves: (a) workshops on mental health and suicide awareness (SafeTALK and ASIST); (b) a dedicated CMHA Mental Health Coach for each Team to increase access to community mental health and addictions resources; (c) dedicated Mental Health Champions within each Team; (d) hosting a public Talk Today event in the community; (e) mandatory evaluation of the program at the end of each season; and (f) access to CMHA mental health support resources. Attached as **Exhibit P** to this affidavit is a copy of the QMJHL's current Talk Today Program Manual. Attached as **Exhibit Q** to this affidavit is a copy of the QMJHL's current Talk Today Presentation.

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### 10. SportAide Program

34. The QMJHL's SportAide Program is a year-round program run by the independent organization SportAide, which provides support to individuals experiencing difficulties in their sport environment. The SportAide Program was implemented in 2014. Under the program, a Complaint Officer is assigned to the QMJHL to receive player complaints about abuse, harassment, negligence or violence. The Complaint Officer ensures the complainant is offered support and decides on the appropriateness of the complaint. If a complaint is considered appropriate for SportAide, the Complaint Officer forwards the complaint to the Integrity Protection Committee, composed of three individuals independent of the league, which deals with the complaint through an independent and impartial hearing and offers its conclusions and recommendations for sanctions and support. Players, parents, coaches and Team management can file a complaint with SportAide. Complaints can be made directly to the Complaint Officer or through a 1-800 number. Attached as **Exhibit R** to this affidavit is a copy of the QMJHL's current SportAide Manual.

35. I have dedicated my career to major junior hockey in Canada. I believe that the CHL, the QMJHL and QMJHL Teams provide a very special hockey and life experience to promising young athletes. I believe that the QMJHL has continuously improved its policies and programs, and by extension, the player experience, since its inception over 50 years ago, and will continue to do so.

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**SWORN** by Gilles Courteau of the City of Varennes, in the Province of Québec, before me at the City of Toronto, in the Province of Ontario, on November 1, 2021 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:
Marshall Torgov
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Commissioner for Taking Affidavits
(or as may be)

DocuSigned by:
Gilles Courteau
298D93148462455...

**GILLES COURTEAU**

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This is Exhibit A

referred to in the Affidavit of Gilles Courteau,

sworn before me this 1st day of November, 2021

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Marshall Torgov
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# CODE OF ETHICS FOR THE PLAYERS OF THE QUEBEC MAJOR JUNIOR HOCKEY LEAGUE

## 1) OBJECTIVES OF THE CODE OF ETHICS :

### 1.1) Statement of Principle

The whole purpose of the League and its teams is to participate in the development of young players aged from sixteen to twenty, and to make them progress towards the highest levels of professional hockey.

The formal commitment of the League and its teams, towards players in this age category, towards their parents and the public in general, extends beyond the statement of principle described in the previous paragraph: The League and its teams must ensure that the player benefits from an optimum development and that his integrity related to ability and physical and mental condition is protected, and that the player receives continued top-quality academic education that will allow him to go on studying normally after his hockey years in the QMJHL.

### 1.2) Mission

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

### 1.3) Values

- Self-respect, respect for others and for the regulations
- Integrity
- Safety
- Education
- Sportsmanship
- Self-improvement

### 1.4) Principle of discrimination

The Quebec Major Junior Hockey League entirely subscribes to these fundamental values under which every person has a right to a full and equal recognition and exercise of his human rights and freedoms without distinction, exclusion or preference based on race, sex, color, religion, language, ethnic or national origin, sexual orientation, handicap or social condition of the person, or in relation to any other ground of discrimination prohibited by the law. As a result, the QMJHL is committed to not tolerate any behaviour or any form of discrimination as indicated in its anti-discrimination policy.

### 1.5) Prevention of violence

As part of its mission to fight violence in hockey, the League has adopted a charter for the prevention of violence. The League is committed to protect the players' health and the image of the sport by condemning any violent behaviour that does not comply with the game rules.

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**1.6)Social Media**

The QMJHL understands and appreciates the importance of social networking as it relates to the personal and professional lives of its stakeholders. This immediate and public forum provides unique opportunities for networking and promotion. However it also provides an unsupervised medium for inappropriate conduct to occur; conduct which can be detrimental to the welfare of the League and its actors. As a result, the League has adopted a formal social media policy to protect all parties from harassment, inappropriate actions or behaviour, regardless of intent.

**1.7)Prevention of the use of prohibited substances**

The QMJHL has adopted an anti-doping policy to protect the health and safety of players as well as the image of the sport. Each season, players receive online training to educate them about the consequences of using prohibited substances. Anti-doping tests also take place during the regular season, during the Canadian Hockey League (CHL) events and during the playoffs.

**1.8)Education policy**

The QMJHL has adopted an education policy to supervise its players in their schooling and help them become responsible and educated citizens. All players are required to take courses recognized by the QMJHL and the management and team staff must accompany them in their academic progress.

**As such, this code of ethics was established to safeguard and promote these orientations while protecting the players and the reputation of the QMJHL. It determines attitudes and behaviours deemed appropriate for good hockey practice within the League and for the League's image.**

## 2) SCOPE OF APPLICATION:

This code of ethics applies to all QMJHL players.

## 3) AUTHORITY AND REVISION OF THE CODE:

This code of ethics is under the authority of the QMJHL management. Rules may be modified or added following approval during QMJHL Governors meetings.

## 4) PRINCIPLES, VALUES AND OPERATION:

### 4.1) Principles and Core Values:

The QMJHL code of ethics is based on four (4) guiding principles and prioritizes six (6) core values:

4.1.1) All players are required to adhere to the rules of the QMJHL.

4.1.2) This code of ethics serves as a guide for players in their own conduct as to their behaviour and those to avoid, to respect the six (6) core values promoted by the League: Respect, integrity, safety education, sportsmanship and self-improvement.

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4.1.3) Players must integrate and demonstrate, in their attitudes and behaviours, the values targeted by the QMJHL and ensure that the spirit and specific requirements of this code of ethics are respected at all times.

4.1.4) The League's mission, values, policies and regulations, the code of ethics and the safety and well-being of the players must always prevail, and they must never be sacrificed for the benefit of personal glory or victory at any cost.

**4.2) Operation:**

4.2.1) The managers of each team: They have the responsibility to lead by example, to respect the code of ethics and all related policies, to inform team staff and players about them, to remind them that they must abide by the ethical rules indicated and, if necessary, to direct their conduct according to this code and the related policies. Team managers are also responsible for responding promptly when a problem arises and immediately informing the Director of Player Services and the QMJHL Commissioner. This is to ensure that the situation does not escalate and that appropriate action is taken within a reasonable time.

4.2.2) League managers: They have the responsibility to respect the code of ethics and all related policies, to ensure that these rules are respected and to take appropriate measures in the event of violations.

The team and League managers are committed to providing all necessary support to the players and staff involved in handling the situation. Teams and the League are also committed to keeping parents and agents informed if need be.

If a team decides to release a player as a result of a problematic behaviour, they must promptly notify the League so that an assessment of the situation is conducted and that a follow-up is made with the player.

**To that end, the role of the team and League managers is to assess each breach of the code of ethics and issue a warning, impose a sanction or a disciplinary measure depending on the seriousness of the situation and the consequences incurred.**

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## 5) DUTIES AND OBLIGATIONS OF PLAYERS:

To get the most out of hockey in the QMJHL, players must adopt attitudes and behaviours that derive from the values advocated in the League. Players who play in the QMJHL must comply with the following rules:

| VALUES | RULES |
|---|---|
| **Respect** | 5.1) Demonstrate great respect towards: the League and team's management and staff, teammates, officials, opponents, your billet family, training facilities, people of the opposite sex as well as fans.<br>5.2) Respect your body by not using drugs and adopting a healthy lifestyle* (see note below).<br>5.3) Respect the QMJHL and the team's regulations and policies.<br>5.4) Avoid all forms of discrimination. |
| **Integrity** | 5.5) Demonstrate exemplary behaviour on and off the ice to be a good ambassador for your team and the League.<br>5.6) Avoid all drugs and alcohol consumption * (see note below).<br>5.7) Not have a negative influence on your teammates.<br>5.8) Never make public comments from coaches, players, management, the League, officials and yourself that could be legally, ethically or morally harmful through traditional or social media.<br>5.9) Never threaten anyone or share pornographic photos or videos. |
| **Safety** | 5.10) Remain in self-control so that hockey, a robust sport, does not become violent.<br>5.11) Be aware of your responsibilities towards the safety of your opponents.<br>5.12) Respect the game rules so as not to jeopardize your safety and the others'. |
| **Education** | 5.13) Play for fun while remembering that hockey is not an end in itself but a mea you to develop into a player and an individual.<br>5.14) Learn as much from defeat as from victory.<br>5.15) Be disciplined and put the necessary efforts into your studies. |
| **Sportsmanship** | 5.16) Adopt a positive attitude<br>5.17) Strictly observe the game rules and the code of ethics. Accept the officials' decisions while remembering that they are there to enforce the game rules, to prevent a player or a team from getting an unfair and illegal advantage, that would not comply with the rules governing the practice of hockey.<br>5.18) Avoid creating clans or speak negatively about your coach or teammates so as not to jeopardize the team spirit. |
| **Self-improvement** | 5.19) Give your best as a hockey player.<br>5.20) Give your best in your studies.<br>5.21) Have realistic goals and hope to achieve them while respecting the regulations and policies in place. |

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***Healthy lifestyle:** This means eat well and have an adequate number of hours of sleep. It also means to protect yourself during a sexual intercourse to avoid sexually transmitted diseases.

***Drugs:** Although cannabis consumption is to become legal for people 18 years of age and older, this substance remains on the World Anti-Doping Agency (WADA) list of prohibited substances. As a result, sanctions will be applied, should a player test positive during an anti-doping control. Its use is strictly prohibited in the QMJHL.

***Alcohol:** Alcohol consumption is allowed for players of drinking age. However, they must not abuse it, they must not drive their vehicle while impaired and they must ensure that this consumption does not harm their behaviour and sports performance. Sanctions will be imposed for any inappropriate behaviour under the influence of alcohol.

**Players Support Program (PSP) :**

Following the adoption of an anti-doping policy within the Canadian Hockey League, a Players Support Program has been implemented. However, this support program is not limited to doping in sports alone, but also touches on other issues that players and their families may face. It is designed to help players better manage challenges in their lives and to solve personal problem, and/or problem occurring within the team, before they become more serious. The program also offers various tips. Players' support can be provided by a resource person identified on the team, an external stakeholder or the Director of the PSP. Players who do not respect the code of ethics can be referred to the PSP.

**This code of ethics was inspired by the Hockey-Canada, Hockey-Québec, Olympic Athletes and UNESCO (Physical Education and Sport) codes of ethics.**

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# CHARTER FOR THE PREVENTION OF VIOLENCE IN THE QUEBEC MAJOR JUNIOR HOCKEY LEAGUE

In the world of sports, as is the case in many other areas, violent behavior is a source of suffering for its victims. It can lead to legal, financial and moral consequences for the sports organizations as well as the violent offender.

In sports, and in life, each person has a duty to share the responsibility of identifying and preventing all violent behavior, which is committed outside the boundaries of regulations and laws.

A respectful attitude, as well as the rejection of various violent behaviors can contribute to the prevention of violent conduct inside and outside the structures of organized sports.

With this objective in mind, **the Quebec Major Junior Hockey League (QMJHL),** in accordance with its mission to fight against violence in hockey:

- **Is adopting a charter** which explicitly condemns any and all violent behavior which does not conform to game regulations. This charter will assist QMJHL teams to promote preventative measures against violent behavior and to encourage everyone associated with the sport to respect its regulations. It will also promote vigilance around violent behavior, compassion for victims, and uphold the enforcement of the appropriate sanctions, complaint procedures and support measures;

- **Commits to** enforcing an anti-violence policy and applying appropriate sanctions while taking into consideration the particular characteristics of the sport of hockey, its equipment and the targeted public. This anti-violence policy will provide the QMJHL with the means to take the necessary steps in order to act rapidly and fairly when an incident, which is linked to violent behavior, occurs;

- **Protects** the players' health and the sport's image**;**

- **Recognizes** that the sport of hockey is a sport where speed, physical contact and robust actions are involved;

- **Declares** that respect is its most important value**;**

- **Reminds** the teams that their primary responsibility is to offer the players a secure environment which guarantees their well-being, where mutual respect prevails, where it is explicitly clear that any violent behavior is deemed unacceptable and where the players can further their personal development;

- **Promotes** the adoption of clear policies and guidelines in regards to the roles and responsibilities of the adults, who are vested with authority within the QMJHL, towards the players;

- **Favors** the teams' appropriation of the principles which prohibit any type of violent behavior which in not in conformity with the rules of the game;

- **Supports** the officials' work when it is done in accordance with the League's rules and standards;

- **Encourages** the teams to supply the required tools and to propose educational activities based on the issue of violence in sports;

- **Provides** various means to denounce violent behavior and help the individuals who need support in its Player support program.

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# R-3 ANTI-DISCRIMINATION POLICY

Adopted by the Board of Governors in December, 2006

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## 1. Preamble

The Quebec Major Junior Hockey League is committed to provide a sound environment in which every person participating to the activities and operations of the Quebec Major Junior Hockey League is treated with respect and dignity.

The Quebec Major Junior Hockey League entirely subscribes to these fundamental values under which every person has a right to a full and equal recognition and exercise of his human rights and freedoms without distinction, exclusion or preference based on race, sex, color, religion, language, ethnic or national origin, sexual orientation, handicap, social condition or player status.

No discrimination shall be tolerated.

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## 2. Objectives of the policy

a) Providing and enforcing an anti-discriminatory environment in which every person participating to the activities of the League shall be treated with respect and dignity;
b) Preventing all forms of discrimination;
c) Not tolerating any form of discrimination;
d) Intervening in all cases of discriminatory conduct for which the League have been informed;
e) Imposing appropriate sanctions to any person under the authority of the League who shall not comply with this anti-discrimination policy.

## 3. Scope of application

This policy shall be applicable to all members of the personel of the Quebec Major Junior Hockey League, including the officials, all the personel (agents, officers, directors, managers, coaches, trainers and players) of each team member of the Quebec Major Junior Hockey League, and to all members of the public who participate as spectator or otherwise to an activity of the Quebec Major Junior Hockey League.

This policy shall be applicable to all incidents of a discriminatory nature that may occur in the course of a hockey game of the Quebec Major Junior Hockey League or outside the rink in the course of the activities of the League.

## 4. Definition of discriminatory conduct

A discriminatory conduct is a hurtful conduct which may be expressed through behaviours, words, acts, gestures or writings, that affect the dignity and the honour of any person and that are made in relation with race, sex, color, religion, language, ethnic or national origin, sexual orientation, handicap or social condition of the person, or in relation to any other ground of discrimination prohibited by the law.

## 5. Principles

f) The Quebec Major Junior Hockey League is committed to apply an anti-discrimination policy based on a “zero tolerance” principle so that no discrimination shall be accepted.

g) The Quebec Major Junior Hockey League shall take the appropriate measures to dissimulate the main elements of its anti-discrimination policy.

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c) Likewise, the Quebec Major Junior Hockey League shall make all persons working for or participating to the activities of the League aware of the objectives of this policy.

a) It is the responsibility of every person subject to this policy to avoid behaviour that are discriminatory or that may be seen as discriminatory.

b) It is the responsibility for every team member of the League to take the necessary measures to enforce this policy, including as to situations where spectators attending the activities of the team have an unacceptable discriminatory conduct.

c) In case of violation of this policy, the imposition of any sanction shall be made in accordance with the procedures provided for in the Regulations of the Quebec Major Junior Hockey League in disciplinary matters.

## 6. Sanctions

d) Any player, member of a team of the League, who violates the provisions of the anti-discrimination policy of the League, shall be subject to disciplinary measure by the Commissioner of the Quebec Major Junior Hockey League.

e) Any member of the personel of the Quebec Major Junior Hockey League who violates the provisions of the anti-discrimination policy of the League shall be subject to a disciplinary measure including dismissal for cause.

f) Any member of a team of the League, (agents, directors, managers, coaches and trainers) who violates the provisions of the anti-discrimination policy of the League, shall be subject to a disciplinary measure by the Commissioner of the League (fine or suspension) according to the gravity of the discriminatory conduct.

g) Any team, member of the League, which violates the provisions of the anti-discrimination policy of the League, or which does not take the necessary measure to enforce the said policy, shall be subject to a fine for an amount determined by the Commissioner of the Quebec Major Junior Hockey League.

h) Any person participating to an activity of a team member of the League, as spectator or otherwise, and who expresses a discriminatory conduct may receive a warning and even in some cases, according to the gravity or the repetitive nature of the reproached conduct, be expelled from the amphitheatre.

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This is Exhibit D

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sworn before me this 1st day of November, 2021

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LIGUE DE HOCKEY JUNIOR MAJEUR DU QUÉBEC INC.
QUEBEC MAJOR JUNIOR HOCKEY LEAGUE INC.

# QUEBEC MAJOR JUNIOR HOCKEY LEAGUE

# SOCIAL MEDIA POLICY

*Social networking is defined as Internet services that allow users to build profiles, share information, videos, images, blog entries, music, etc*: *Social network platforms focus on building online communities of people who share interests and/or activities.*

## INTRODUCTION

This policy encompasses public communications through such Internet mediums and websites as Twitter, MySpace, LinkedIn, Foursquare and any other social media network. It is applicable to all individuals involved in the operations of the Quebec Major Junior Hockey League (QMJHL). These individuals (hereafter called actors) include: players, coaches, general managers, governors, alternate governors, owners, administrative personnel, support staff, medical staff, scouts, on-ice and off-ice officials and League personnel.

The QMJHL understands and appreciates the importance of social networking as it relates to the personal and professional lives of its stakeholders. This immediate and public forum provides unique opportunities for networking and promotion. However it also provides an unsupervised medium for inappropriate conduct to occur; conduct which can be detrimental to the welfare of the League and its actors.

## GUIDELINES

The QMJHL holds its actors, which use or participate in social networking, to the same standards as it does for all forms of media including television, radio and print.

Its actors should act in a professional manner at all times since they represent the QMJHL at all times.

Of note that once published online, comments are on record and cannot be retracted. All actors are accountable for their comments.

If requested to participate in an online network by a third party as a result of your affiliation with the QMJHL, the League recommends that you decline the request or obtain the authorization of the administrative office.

These policies are designed to protect all parties from harassment, stalking, inappropriate contact or behaviour, however they are intended.

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LIGUE DE HOCKEY JUNIOR MAJEUR DU QUÉBEC INC.
QUEBEC MAJOR JUNIOR HOCKEY LEAGUE INC.

DISCIPLINARY MEASURES

The following are examples of conduct through social media and networking mediums that are considered violations of this policy and which may be subject to disciplinary action by the QMJHL, at the discretion of the Commissioner:

- Statements which are critical of League personnel, its programs, employees, on-ice or off-ice officials, players, members, owners or operations staff, sponsors or any other actors.

- Divulging confidential information that may include, but is not limited to the following: trade talk or other player movement, medical history (injuries or other), game plans or strategies and any other information that is deemed confidential.

- Sharing or divulging photos, videos or comments which promote negative influences or criminal behaviour, including but not limited to: drug use, alcohol abuse, public intoxication, sexual exploitation, etc.

- Online activity that contradicts the current policies of the QMJHL.

- Inappropriate, derogatory, racist or sexist comments of any kind that contradict the policies outlined by the QMJHL on these matters.

SUMMARY

All QMJHL Community actors should assume that they are representing the QMJHL and/or its member clubs at all times. They must use good judgment when using social media.

Social media users must use discretion and be respectful; if a photo or a comment is considered inappropriate for other forms of media, then it must also be considered inappropriate for use on social media networks.

As for traditional media, the use of member club logos and of the QMJHL logo must first be authorized by the entity responsible.

Advise the QMJHL administrative office immediately of any inappropriate use of social media networks.

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# QUEBEC MAJEUR JUNIOR HOCKEY LEAGUE

# BILLET FAMILY GUIDE

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The QMJHL and its teams thank you for your interest in becoming a billet family for our players. Your role is important to us and to the players and their families.

The majority of players do not originate from the city where their team is based and they must live with a billet family. Since they are 16-20-year-old athletes, many are leaving the family nest for the first time and the possibility of a trade to another team means they need a welcoming billet family to offer them a great environment to reduce the stress and uncertainty that comes with living away from their loved ones and in a new city.

This guide was written to help you in your role and in order to clarify the applicable rules.

## Billet family

A billet family has to provide much more than a bed to sleep in. It must prepare nutritious meals, listen to the player, help him comply with rules and offer him support when needed. The player must feel comfortable, just as if he was at home, like a member of your family. Of course, this represents an investment of time, but it is also a very positive experience for every member of your family.

## Selection process

Every billet family parent must go through an interview process and provide references. Criminal record checks will be made. The billet families manager will visit your home and provide all the required explanations. Every billet family must meet the QMJHL standards.

## QMJHL Mission

The Quebec Major Junior Hockey League has for mission to develop players for professional hockey and to mentor them in their educational journey in order to make responsible and educated citizens of them. It must provide quality sports entertainment within a financial framework which allows it to ensure the longevity of its mission.

The QMJHL, its managers and team personnel commit to support you in your role and optimize your experience.

## Education

Players' education is a priority for the league and its teams. Every player has the obligation to go to school (see Education policy for more details). They are all enrolled in classes according to their level, where they are from and the programs offered. Each team has an academic advisor whose job is to make sure the players comply with their studies. This is the resource person they can turn to if they have education-related questions. Any unmotivated absence from school must be reported to the team and could lead to sanctions.

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## Responsibilities

Players, their parents and billet families each have responsibilities. If each commit to comply with rules and put in the necessary effort to adapt, everyone's experience will be enjoyable and very rewarding.

Players mush behave in a responsible, respectful and ethical manner (see the Players' Code of Ethics for more details). They must comply with rules and adapt to their new environment. Players must be cooperative and contribute to the harmony of their billet family.

Players' parents and billet families must also be respectful, considerate and cooperative, acknowledging the common objectives and working in the players' best interest. The necessary efforts will be made to ensure a good communication and relieve frustrations and hardships.

Team work is important to create a positive impact.

### Billet family responsibilities

#### Bedroom

The athlete must have his own room where he can enjoy some privacy. The room must be big enough to have a bed (double size if possible) as well as a closet/furniture to keep clothes. If you have kids, it is advisable to explain to them that the player sometimes needs to be alone in his room and to respect his privacy when required. In order to keep a family member from touching his belongings, the player is responsible for keeping his room tidy and in order. You can set a few rules with the player regarding your routines (laundry, room keeping, bathrooms, etc.).

#### Meals

Good nutrition is very important for a player's performance. It is important to have balanced and varied meals. If you wish, you can have recipe suggestions from a nutritionist that works with teams or from the League. These meals are good for all the family and are affordable. Meal times can be discussed and are at the billet family's discretion. Players must respect meal times and tell their billet families if they are late or if they cannot be present. Players must become familiar with the kitchen, including the dishwasher. Some players are sufficiently autonomous to prepare certain meals, but in principle, they should have their meals prepared and ready for them in most instances. A player can have food preferences, allergies or intolerances and could have specific requests. It is important to talk about these at the beginning with them or their parents. You can adapt to the athlete's tastes, but he must also adapt to your tastes.

#### During the meal

It is not allowed to wear a cap at the dinner table. Players cannot use their phones to speak or send messages when they are at the table with other family members for a meal. These times are often special moments to discuss and enjoy good family time.

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**Communication**

Good communication ensures a great harmony and prevents problems. It is important to communicate some important relevant information such as:

- **Orienting the player in your house:** Explain how to use house appliances (washing machine, dryer, oven, electronic appliances, etc.), show him where food, kitchen tools, bedding, towels, etc. are stored.
- **Orienting the player in your city:** Show him how to get to the rink, to school, to the grocery store, to the movie theatre, etc.
- **Identification of a parking space**
- **House rules:** Takings off his shoes when entering the home, stow their clothes, do his dishes, tell if there is a problem, etc.
- **Rules regarding the Internet, television and the use of a cell phone**: Use must be limited to normal hours. Long-distance calls must be made on the player's personal cell phone, with a calling card or at reverse charges. Longer or late calls should not be tolerated. A reasonable time limit must be set for the personal use of the family's Internet access and it must be fixed if necessary.
- **Bathroom rules:** Toilet seat, shower schedule, wet towels, where to put his dirty laundry, etc.
- **Game day routine**
- **Curfew and bed time:** The team will inform you about the curfew imposed on players. Since they are training almost every day, go to school and have several games to play during the season, players must go to bed at a reasonable hour. In order to properly recuperate, players must go to bed before 10:30 p.m. except on game nights and with a special permission from the team.

**Visitors / Girlfriend**

Visit hours, the number of visitors, occupied rooms in the house, etc. are established with the billet family's approval. A visitor is not allowed to stay overnight with the billet family.

Billet families do not have to offer lodging for girlfriends from out of town who could come to visit players. They can do so, but this is left to their own discretion. Their decision is based on their position on the matter as well as the space available in the house in order for everyone involved to be at ease with the situation. The player's girlfriend should not be authorized to sleep in the player's room when he's living with a billet family.

**If a player wants to invite his girlfriend, he must follow the following steps:**

1. Ask permission to his team's management, two (2) weeks in advance;
2. Wait for an answer before making the necessary arrangements;
3. The team's management will assess the request based on the following criteria:
    - Billet family's consent
    - Girlfriend visit's length and frequency
    - Player's attitude

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Consequences could follow if these steps are not respected.

**Transportation**
Players and the team are responsible for transportation. Players cannot leave their team's region without the authorization of that team's management.

**Medical doctor / Dentist**
The team is responsible for medical or dental appointments.

**Zero tolerance**
It is strictly forbidden to consume alcohol and illegal substances, even if a drug is legalized, such as marijuana. The QMJHL has an anti-doping policy and players can be selected for anti-doping tests. Several drugs, such as marijuana are on the list of forbidden substances of the Canadian Centre for Ethics in Sport (CCES) and their usage is a doping violation. Players must also be careful with supplements, vitamins or minerals they consume which could contain forbidden substances. They must not be encouraged to consume such products, excepted when instructed by a health care professional or a nutritionist.

Other unhealthy behaviours such as smoking, chewing tobacco or gambling are forbidden. They are incompatible with the QMJHL's values and can have a negative impact on the player.

Any inappropriate behaviour must be reported to team management.

The QMJHL has a Player's Assistance Program and billet families are encouraged to communicate with the program lead and refer a player if necessary.

**Relation with the player**
Billet families benefit from a privileged relationship with the player and a bond of trust is often established. We encourage you to take time to speak with the player. However, refrain from interrogating him, but rather be a listening ear to what he wishes to share. If something important is happening with him, the team will be able to inform you if deemed necessary.

Discussions you will have with the player and his entourage must remain confidential. However, we trust in your judgment regarding some information the player may share that could compromise his safety and that of other people or the team's or the QMJHL's reputation. If such is the case and you are having some doubts, do not hesitate to contact the team or the Player's Assistance Program.

Having a position of authority, you must have an exemplary behaviour with the player. The relationship between the family members and the player must be one of support or of a parental nature. You must keep from developing a more "intimate" relationship. This applies to all family members (parents and kids). No improper or inappropriate comment or behaviour will be tolerated.

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Any inappropriate behaviour will lead to consequences; team management will meet with the billet family and League management will be noticed. The player will be immediately taken out of the billet family and the case will be referred to the police if necessary.

Billet families will be invited to take online training from the “Respect and Sport” program. Their certification will be valid for a five-year period.

**Behaviour with the team**

Since your role will create a relationship with the team and with the QMJHL, your comments and attitude must be positive regarding both. You must not make derogatory comments on the team or the league in the presence of players and their entourage. The same applies to social media such as Facebook, Twitter, etc. However, if there is a problem or a situation with which you are not comfortable, we encourage you to contact the team or the league.

**Player’s responsibilities**

- The player’s behaviour with his billet family must comply with the QMJHL Players’ Code of Ethics.
- The player must be courteous and have a respectful behaviour in the home, with billet family members and their entourage as well as with pets if applicable.
- The player must contribute to family life by involving himself with household chores, spending time with family members and respecting his billet family’s traditions and set rules.
- The player must make sure his bedroom and any room he uses in the house (kitchen, bathroom, etc.) remains tidy and clean at all time.
- The player must comply with rules set by his billet family, his team and the QMJHL.
- The player must dress appropriately at his billet family’s home. Wearing only underwear and being bare-chested will not be tolerated.
- The player must inform his billet family if there is a problem, if he’s getting late or if he will miss a meal.
- The player must notice the team if there is an uneasiness with his billet family or if a problem does not settle after discussing it with the billet family.
- A player must put the necessary effort in the classroom and on the ice. He must be disciplined in his studies and have a healthy lifestyle.
- The player must comply with curfews.
- No player can sleep over out of his billet family house or out of town without first getting permission from his team management and noticing his billet family.
- The player must no longer use the phone, a cell phone or a computer after 11 p.m. Only emergency calls will be tolerated.
- Bars are forbidden, except if the player has a special permission from his team management.

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**Parents responsibilities**

- Parents must trust billet families.
- Parents must not attempt to interfere with every billet family decisions.
- Parents must continue to cover the costs of their son's expenses such as for clothing or personal items and social activities (movie, item purchases, etc.)
- Parents must provide a cell phone to their son or a calling card for long-distance calls.
- Parent must communicate with courtesy and respect with the billet family.
- Parents must provide information on the player's medical history as well and every required document (health insurance card, birth certificate, etc.).
- Parents must provide emergency telephone numbers.
- Parents must inform the billet family if they come to visit.
- Parents still are responsible for their son and they must collaborate if a problem occurs.
- Parents must have an exemplary behaviour in every circumstance.
- Parents must provide all the information and necessary support to help the player adapt to his billet family and contribute to his happiness.

**Benefits**

- A pair of tickets for every game during the regular season and playoffs
- Monetary compensation
- Precious memories of a very positive experience
- Incredible bond with players and their families
- The privilege of being in a relationship with a team and participate in a player's daily life

**References**

**Here is the list of people you can contact**
Billet families manager
Team's General manager or any other designated staff member
Team's Academic advisor
QMJHL Player Services Director

**Here's a list of relevant Websites:**
http://theqmjhl.ca/policies-programs/
https://cces.ca
https://www.coach.ca/sport-nutrition-s14783
http://respectgroupinc.com/respect-in-sport/
http://chl.ca/
https://kidshelpphone.ca

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# PLAYER COMMITMENT CONTRACT

This season, I am given the opportunity to play for the _____ of the QMJHL. I understand that in order to fit on the team, I must respect the code of ethics, the QMJHL policies and the team's rules. Those will ensure that everything goes well for me on the team.

1. I commit to giving 100% of myself hockey wise. The reason for my presence in _____is to perform as a hockey player and I commit to having my body and mind dedicated to the success of the team and my growth as a player.

2. I commit to respect all scholastic goals established with the team academic advisor, to attend my classes and respect deadlines; to seek help early enough in any subject.

3. I commit to having a spotless behavior and to have a positive influence towards my teammates; to never make public comments about the team, the coaches, the players, the management, the officials, the opponents that could be harmful legally, ethically or morally either through traditional media or online.

4. I commit to showing respect towards team management and staff, to my teammates, my billet family and towards the community.

5. I commit to respecting the team rules and to never behave in a way that could put my team, teammates or myself in trouble.

I, _____, acknowledge having read all commitment items and declare that I commit to respecting all of them. If I do not respect one of these commitments, I understand that I am subject to consequences that could go as far as being removed from the team and the QMJHL.

Player signature :_____

Date :_____

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# Player Support Program Presentation (PSP)

The Player Support Program (PSP) was created to help players manage life's challenges and resolve personal problems before they become more serious.

Individuals may receive support in person, via email, or via telephone by calling our toll-free number. The required support may be given by the team's resource person, a member of the team's personnel, or by the PSP Coordinator.

**Parents and Host Families**

Parents and host families may refer to the Player Support Program. However, the program is not meant to support their personal problems, the program is meant to support the players' well-being.

Once an individual reaches 16 year of age, it is not mandatory to inform the parents when an intervention occurs with a player. Nevertheless, in certain circumstances, and after having discussed the issue with the player, it would be important that the parents be made aware of the situation. Parents have a responsibility toward their child. In some instances, they must be involved in the process and sometimes, they might be called upon to provide financial support for further counselling. Each case should be analyzed on an individual basis.

**Confidentiality**

The issue of confidentiality is an important element of this program. The players, as well as the people supporting them, must feel that they can use the program with full confidence that their requests will remain completely confidential.

Sessions will be entirely confidential, as far as the law permits. For example, in the event that the player's safety or any other person's safety is compromised, certain information must be divulged, for example (suicidal tendencies, violent behaviour, criminal acts).

Participation in this program is voluntary. Teams are not required to report all the problems which are encountered with the players to the PSP Coordinator. However, we strongly recommend that the coordinator be informed of any steps being taken by a team to help a player; specifically, in cases where follow-up is required, when the player is in counselling, or in the event that a player's problems are covered in the media. The role of the PSP Coordinator is to advise you on various matters, support you, and try to refer you to the appropriate resources.

The player must also consent to being referred to the Player Support Program or to go to counselling. At times, the player will have to initiate the process himself, with the help of the resource person or a member of his team's personnel. In order to maintain confidentiality, the player will not participate in group counselling sessions.

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In compliance with the Access to Information Act and the Privacy Act, the PSP Coordinator is not required to keep the team or the League informed of the nature of the interventions which are required to help the player in the context of the PSP.

**A network of internal caregivers**

Players who need help have the choice to confide in whomever they choose to. If they are not comfortable with the team's identified resource person, they can turn to any other member of the team's personnel or the PSP Coordinator.

The resource person which was identified by the team does not prevent the team physician, the therapist or any other member of the team's personnel to collaborate on the program or take on the role of resource person on occasion.

**A network of external caregivers**

A network of external caregivers (psychologist, social worker, substance abuse counsellor, nutritionist, etc.), should be available in every region where the QMJHL has a team. A list of these service providers should be sent to the PSP Coordinator.

The contact information for the external service providers will be compiled and filed into a **general directory**. The Directory will be sent to all the players and all team personnel once the information is complete. External professionals will work with the players in accordance with their area of expertise.

An advisory committee will be formed to advise the PSP Coordinator.

**The resource person's role in each team**

Each team's resource person must ensure that their interventions conform to confidentiality requirements. The resource person's role is to raise awareness on various issues with the players, give them advice and ensure follow-up when a problematic situation arises. Ensuring follow-up entails that the resource person must verify how the player feels about the situation, if the player has communicated with an external resource (when necessary), and if he is going to his appointments.

All the identified resource persons will receive training which will focus on the Player Support Program, and various issues such as gambling problems and drug abuse.

The resource person must meet with the players and inform them and present the Player Support Program as it is described in the present document.

The resource person must supply all the information and documentation pertaining to the support program (PSP flyer).

In order for the resource person to be adequately prepared to respond when a problematic situation arises, the resource person must establish a network of care providers in the region where the team is located as soon as possible. This network must include at least one substance abuse counsellor, one psychologist and one social worker.

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The resource person must support the players by demonstrating a clear interest in the various situations which the players are going through. The resource persons must work with members of the team's personnel and the program's coordinator when a player faces a problematic situation.

When a problematic situation arises, the resource person must assist the player, and/or the team, and refer them to the proper resources if necessary. This type of intervention can be done in collaboration with the PSP Coordinator and other members of the committee.

The resource person must follow-up with the player when he has been informed that the player has displayed problematic behaviour, that the player must go into counselling, or that the player has committed a doping infraction.

**The Role of the Player Support Program's Coordinator**

The PSP Coordinator works under the premise of confidentiality. This individual must have knowledge of drugs, doping substances, as well as work experience in psychology, counselling services, social services, or any other related field.

The PSP Coordinator will answer assistance requests from players and their entourage via telephone, email, or in person.

The PSP Coordinator can provide an initial evaluation of the player when necessary.

The PSP Coordinator can help the resource person to refer the player to the appropriate resources.

The PSP Coordinator will be a member of the advisory committee on which will sit the principal members of the Anti-Doping Program and the Support Program.

The PSP Coordinator will assist and support the various professionals and service providers in the event of a positive doping test, a case of substance abuse, or behavioral issues.

The PSP Coordinator can give the League and the team's up-to-date information and trends on the subject of drugs, doping substances, and doping methods.

The PSP Coordinator supplies the documentation and information pertaining to the QMJHL's Player Support Program.

**Prevention and Intervention Tools which have been indexed and created:**

- DEP-ADO => Screening form to detect substance abuse problems
- DÉBA-Alcohol => Screening form/evaluate the need for alcohol -assistance
- DÉBA-Drugs => Screening form/evaluate the need for drugs-assistance
- DÉBA-gambling => Screening form/evaluate the need for gambling-assistance
- Drugs: facts and negative impacts

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- List of prohibited substances World Anti-Doping Agency
- Charts of prohibited substances in the CHL
- Catalogue of available resources

These tools are available in English and in French. Although a number of these tools can be used immediately, most of them will be given to the resource persons during the training session, so that they have the appropriate training to use them.

## Player support program in connection with the CHL's anti-doping policy

**Player declaration before an anti-doping control**

In the event that a player voluntarily discloses that he has used or is using prohibited substances (see WADA's prohibited substances list), before being selected for a doping control, he will have to be evaluated in order to verify if it is necessary to pursue therapeutic intervention with a healthcare professional or by a QMJHL recognized organization. If an intervention is deemed necessary, the player will be quickly referred to the adequate resources. In the event that a player, who has voluntarily admitted to violating the anti-doping policy and is currently in therapy to deal with this particular issue, is submitted to a random anti-doping test and the test confirms adverse analytical findings, the player will not be sanctioned. In the event that the doping control test finds prohibited substances which the player has not declared, he will be sanctioned according to the rules outlined in the anti-doping policy.

The identified player must sign the player support contract and respect his commitments. He must be present at his scheduled appointments and complete the given therapeutic course of action. If a player breaks his commitments, he will be reevaluated and could be excluded from the support program and the team. This also means that he could be chosen for an anti-doping control and if the results demonstrate positive findings for doping, the player could face sanctions and be suspended by the League for a repeat offense.

A player who is in therapy will be reevaluated within three months in order to check on his progress and asses whether he should continue with treatment or not. As long as the player is in therapy, and respects his commitments, he will not face sanctions if he is chosen for an anti-doping test and his results demonstrate the use of prohibited substances which the player has admitted to using. However, a player who has committed a doping infraction could be chosen for another doping control test at the end of the therapeutic course of action chosen for the player.

In the case where a player declares his use of prohibited substances and does not need to seek therapy (after having been evaluated) he will receive a warning and must cease using doping substances in order to avoid a positive result if he is selected at random for a doping control test. In the case of marijuana use, the disciplinary committee will take into account

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the date on which the player declared its use and the reason behind it in order to determine the level of use and if this case constitutes a doping infraction in the event of a random doping control test.

**Player declaration after a doping control test**

In the event that a player declares having used or that he is using substances which appear on WADA's prohibited substances' list, during the doping control test or after the doping control test (if the test is positive) he will have to submit to an evaluation in order to verify if he must follow a therapeutic course of action with a professional or an organization which is recognized by the QMJHL. If the player must be in therapy, he will quickly be directed to the appropriate resources. However, if he is found guilty of having committed a doping infraction, he will be exposed to sanctions determined by the disciplinary committee. During this sanction, the player may continue to attend therapy and receive the necessary help to get through this difficult period.

In both cases, the applicable measures are in effect for one season. If the player continues to play within the QMJHL, he will be reevaluated at the beginning of the following season and continue therapy if deemed necessary. The player must demonstrate clear improvement after a prolonged period of therapy and evaluation.

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# Player Support Program (PSP)

# QMJHL Directive

## Responsibilities

When an issue arises, teams have a responsibility to intervene quickly and notify immediately the Director of Player Services and the QMJHL Commissioner. This is to ensure that the situation does not deteriorate and that appropriate measures are taken in a timely fashion. The teams and League commit to offering the necessary support to players and team staff members involved in handling this situation. The teams and League also commit to informing the parents and players agents if applicable.

Should a team decide to let go of a player following a problematic behaviour, it shall inform the League quickly, so that the situation can be assessed and a follow-up can be done with the player.

## Situations

When a police intervention took place that requires an investigation, teams must inform the Director of Player Services and the QMJHL Commissioner as fast as possible. Situations that show a lack of professional ethics from a team staff member or any other person in authority to players (professor, billet family, etc.) shall also be disclosed. At last, teams have an obligation to disclose any situation that is likely to receive media coverage and/or deteriorate, such as a conflict, threats, and inappropriate behaviour towards fans or wrong use of social media.

## Intervention

When an intervention on a player has to be conducted, it shall be done by the Director of Player Services or another professional (psychologist, social worker, lawyer, etc.) that is bound to confidentiality. No information shall be disclosed unless the player signs a consent form allowing personal information to be disclosed by one of these professionals, to one or more designated people. Should a player inform directly the Director of Player Services of a problem situation that the team is not aware of, then her code of ethics will require that the consent form, allowing personal information to be disclosed, be signed prior to sharing information with anyone.

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**Penalty**

The League and teams shall also penalize any inappropriate behaviour from one of their players, regardless of his status on the team (star player, rookie player, affiliate player or player of any line). The decision shall be rendered after reviewing all the elements in the file and taking into account the age of the player (adult or underage) and the seriousness of the situation.

If a team fails to inform the Commissioner and the Director of Player Service of a problem situation, as indicated in the second paragraph called “Situations”, it shall provide adequate explanations to support its decision. In the absence of a valid reason, the team could be subject to a penalty.

**Independent investigation**

An external committee might conduct an independent investigation depending on the problem.

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# Players Support Program

## Draft 2018
## Shawinigan, QC

## May 1st 2018

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# Agenda

- Code of ethics
- Guide for billet families
- PSP report
- PSP directive
- Talk Today Program
- Respect in Sport Program
- Legal responsibilities

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# Code of ethics for player

- The goal is to safeguard and promote the QMJHL values while protecting the players and the reputation of the League. It determines attitudes and behaviours deemed appropriate for good hockey practice within the League and for the League's image.

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# Code of ethics for player

**Core Values:**

- Self-respect, respect for others and for the regulations
- Integrity
- Safety
- Education
- Sportsmanship
- Self-improvement

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# Code of ethics for player

Linked with the followings:

- Discrimination principle
- Violence prevention
- Social Media Policy
- Anti-Doping Program
- Education Policy
- Players Support Program

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# Code of ethics for player

- 1. Player's guide

2. Commitment contract:

- To be signed at the start of the season after reading the Code of ethics
- Consequences if not applied

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# Code of ethics for player

## The role of teams and league

- Lead by example
- Good communication
- Assess each breach of the Code of Ethics and issue a warning, sanction or disciplinary action depending on the seriousness of the situation and the consequences.

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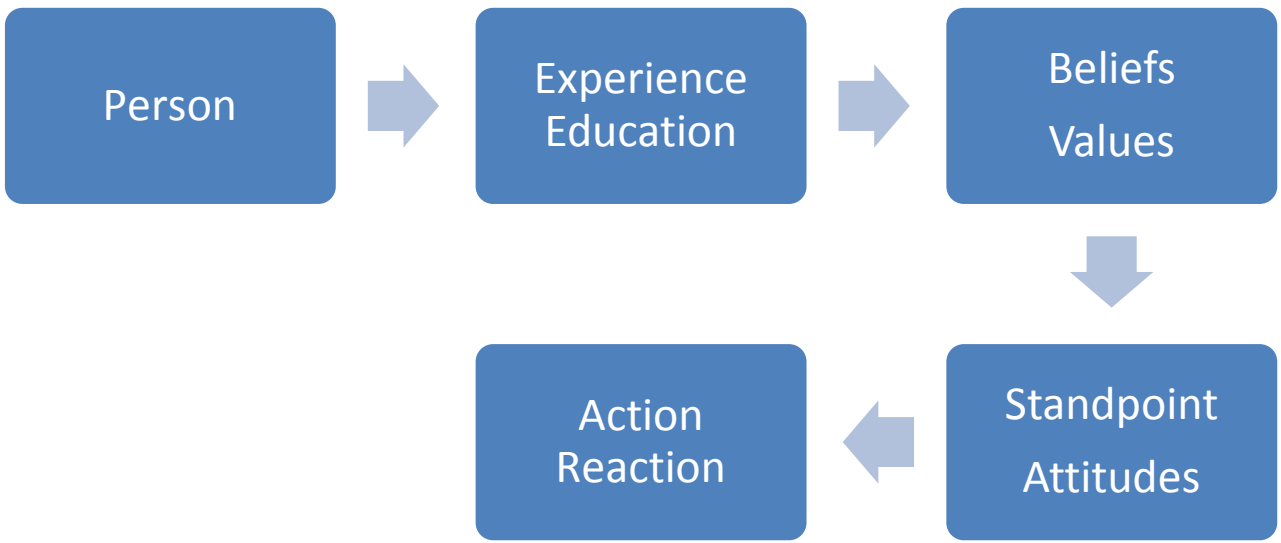
# Communication



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# Guide for billet families

- New guide
- Based from what I received from teams and what has been done elsewhere
- Important people in the League
- Answering questions better
- Avoid problems
- Provide ressources

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# PSP report

- Rapport annuel du PAJ_2017-2018_PSP annual report.pdf

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# PSP directive

- **Legalization ≠ End of the ban**
- Bill C-45 –An act respecting cannabis and amending the Controlled Drugs and Substances Act
- No change

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# PSP directive

- Working Groups: U Sports, AACC, Sport Canada, Health Canada, CHL, etc.
- Action plan to develop messages, guidelines and resources
- Sensitization of players via social media, integration video, etc.
- Consequences

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# PSP directive

- **Player is in possession of drugs:**
- Confiscate the drug
- Inform the league
- Give it to the police with no obligation to denounce the player (simple possession)
- Breach of the Code of Ethics : action
- Have the level of consumption assessed and refer player if necessary
- Possibility to later target the player for a test

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# Talk Today Program

- Survey
- Improvement of certain aspect of the program
- Resources persons
- Let's Talk does not replace PSP

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# Respect in Sport Program

- Certification valid for 5 years
- Re-certification
- GM,coaches, therapist, equipment managers, billets
- Improved online courses
- Approximate duration of 3 hours
- To be completed in sequential order with no time limit

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Exhibit J has been provided separately (video format).

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# PROGRAMME D'AIDE AUX JOUEURS (PAJ)

## LIGUE DE HOCKEY JUNIOR MAJEUR DU QUÉBEC

**Le programme d'aide aux joueurs (PAJ) a été conçu afin de permettre aux joueurs et leur entourage de mieux gérer des défis dans leur vie et de résoudre des problèmes personnels avant que ceux-ci ne deviennent plus sérieux.**

**Ils peuvent recevoir du soutien en personne, par téléphone ou par email, auprès de la personne ressource identifiée dans chaque équipe ou auprès du coordonnateur du PAJ.**

**Le PAJ est indépendant et offre un soutien confidentiel.**

**Ce programme aidera le joueur à :**

**1. Affronter un problème de dépendance**

- Le dopage
- la drogue
- le tabagisme
- le jeu
- l'alcool
- la prévention de la rechute

**2. Prendre soin de soi**

- le stress personnel
- la dépression
- le deuil et la perte
- l'anxiété
- la gestion de la colère
- les situations de crise
- les événements traumatisants

**3. Gérer une relation interpersonnelle ou familiale**

- la communication
- les conflits interpersonnels ou familiaux
- la séparation
- les problèmes de couple
- le rôle parental

**4. Clarifier une question juridique**

- les assignations, les mandats et les citations à comparaître

**5. Relever un défi et gérer des problèmes**

- le conflit en milieu d'équipe
- le rendement au hockey et à l'école
- la planification de carrière
- la violence
- le harcèlement
- l'équilibre étude, hockey et vie personnelle
- le stress

**6. Comprendre la nutrition**

- les pertes et les gains de poids
- les réserves énergétiques et la résistance au stress
- l'alimentation et un horaire chargé

**7. Trouver des ressources adéquates**

- psychologue
- travailleur social
- intervenant en toxicomanie
- conseiller en orientation
- nutritionniste
- réhabilitation

## INFORMATIONS

Pour obtenir de l'aide ou de plus amples informations sur le programme d'aide aux joueurs de la LHJMQ, consultez notre site Internet ou communiquez avec la personne ressource de votre équipe ou la responsable du programme :

***www.lhjmq.qc.ca***

Natacha Llorens
**1-877-650-3555**
nllorens@lhjmq.qc.ca

**LHJMQ**
**1205, rue Ampère, bureau 101**
**Boucherville, Québec J4B 7M6**
**hockey@lhjmq.qc.ca**

*Ce dépliant est utilisé à titre d'information seulement. Pour toutes disputes, controverses ou contestations, le commissaire de la Ligue se réfèrera à l'article 4 de la Politique Scolaire de la Ligue.*

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# PLAYER SUPPORT PROGRAM (PSP)

QUEBEC MAJOR JUNIOR HOCKEY LEAGUE

**The Players Support Program (PSP) has been structured in a way to help all involved to better manage life's challenges and to resolve personal problems or problems occurring within the team, so that these issues do not become more serious.**

**The players will be able to receive support in person, via telephone or via email with the identified resource person for the team or the PSP's coordinator.**

**This player support program is independent and offers immediate and confidential support.**

**This program will help the players to:**

**1. Confront addiction problems**

- Doping
- Drugs
- Smoking
- Gambling
- Alcohol
- Relapse prevention

**2. Take care of himself**

- Personal stress
- Depression
- Mourning and loss
- Anxiety
- Anger management
- Crisis situations
- Traumatizing events

**3. Manage interpersonal or family situations**

- Communication
- Interpersonal or family conflict
- Separation
- Relationship issues
- Parental role

**4. Clarify a legal issue**

- Summons, warrants and subpoenas

**5. Rise above a challenge, manage problems**

- Team conflicts
- Academic and hockey performance
- Planning a career
- Violence
- Harassment
- Balance: studies, hockey and personal life
- Stress

**6. Understand nutrition**

- Weight gain and loss
- Energy reserves and stress resistance
- Nutrition and a busy agenda

**7. Find adequate resources**

- Psychologist
- Social worker
- Substance abuse professional
- Career counselor
- Nutritionist
- Rehabilitation

## INFORMATION

If you need support or to get more information about the QMJHL Players Support Program, consult our web site or contact your team's resource person or the PSP Coordinator.

***www.lhjmq.qc.ca***

Natacha Llorens
**1-877-650-3555**
nllorens@lhjmq.qc.ca

**QMJHL**
**1205, rue Ampère, Bureau 101**
**Boucherville, Québec J4B 7M6**
**hockey@lhjmq.qc.ca**

*This prospectus is developed for your convenience only. In the event of any arguments, controversy or protest, the Commissioner of the League will refer to the article 4 of the Educational Policy of the League.*

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# Programme d'aide aux joueurs!

lhjmq.qc.ca

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- nutritionniste
- réhabilitation

## Information

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**Natacha Llorens**
1 877 650.3555
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Suite 101
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**450.650.0500**
Fax. 450.650.0510

**lhjmq.qc.ca**

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# Player support program

theqmjhl.ca

The Players Support Program (PSP) has been structured in a way to help all involved to better manage life's challenges and to resolve personal problems or problems occurring within the team, so that these issues do not become more serious.

They are able to receive support in person, via telephone or via email with the PSP's Director.

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- Drugs
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- Social worker
- Substance abuse professional
- Career counselor
- Nutritionist
- Rehabilitation

## Information

If you need support or to get more information about the QMJHL Players Support Program, consult our web site or contact PSP Director.

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1 877 650.3555
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Suite 101
Boucherville [Qc] Canada
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**theqmjhl.ca**

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## Ad hoc Player Support Program Lectures

- Drug awareness presentations (since 2008)
- Players Support Program presentations (since 2008)
- CCES online drug and doping education course (since 2010)
- Respect and Sport training (since 2011)
- Unsafe sexual behaviour training (since 2015)
- Talk Today training (since 2016)
- Legal responsibilities of players presentation (since 2018)

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# Unsafe sexual behaviour

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# Risk factors

- Lack of monitoring (or too much freedom)
  - When players are on the raod - hotels
  - Free evenings
  - In billet families

- Peer pressure
  - Group effect
  - Age difference among players – 16 to 20 years of age
  - Lack of maturity
  - Negative leaders

- Influence of alcohol

- Overexposure of players in their environment – medias, public figures

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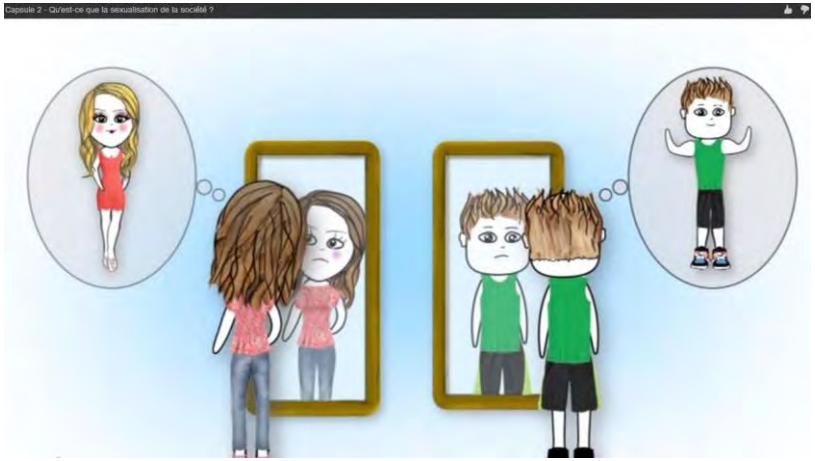
# What's influencing a guy

- **Influence on attitudes and sexual behaviours of a guy:**




- Testosterone
- To look like a "real" man
- Sexualized image of women
- There are plenty of fish in the sea
- "She asked for it…"
- Falling in love might be a weakness
- Stereotype based on context: a hockey player…
- Models
- Trivialization

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# Statistics

- 43% Canadians between 15 and 19 years of age report having had sex once.*
- According to a UNB Study**, 83.3% of men and 30.8% of women reported having watched online sexually explicit videos.
- Sextortion: Cyberaide.ca noted a 40% increase in reports on this type of fraud.
- During a sexual assult, 96.8% of aggressors are men and 78.1% of victims are women (Public Safety, 2013)
- The majority of sexual assault visctim know the alleged perpetrator, or 85.6% of underage victims and 68.3% of adult victims. (Public Safety, 2013)
- Only 5% of sex crimes are reported to the police. (JURISTAT, 2014)

*Canadian Community Health Survey (Rotermann, 2008)
**Shaughnessey, Byers & Walsh study (2011)

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# Unsafe sexual behaviours

- Sexting
  - Non-consensual distribution of intimate images
  - Exchange of pornographic material
  - Sextortion
- Sexual contacts
- Sexual Assaults

- Sexual intercourse with underage people – the meaning of consent

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# Sexting

- **Definition :** it means exchanging sexually explicit messages. This term encompasses various behaviours:
  - Send sexually explicit messages, emails and texts;
  - Send sexually explicit photos and videos;
  - Hold a consersation through a webcam while participants while making sexually explicit gestures.
- The sexually explicit messages, photos or videos sent are called “Sexts”

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# Sexting

More and more common practice among young people thanks to the multiple technologies now available to them such as:

- Smart Phones
- Text messages
- Facebook

- SnapChat
- Tinder
- FaceTime
- Lives photos
- Whatsapp

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# Sexting

- Sexting is not illegal in itself

- This practice is generally not an issue when:
- The two people both consent to it;
- There are both around the same age;
- Sexts remain private and there is no assualt or abuse.

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# Sexting

- **Risks associated with this practice:**
  - Permanent nature – Writing remains
  - Intimidation
  - Sextortion (blackmail)
  - Distribution of sexting massages to other people
  - Charges regarding the posession, production or distribution of child pronography or non-consensual distribution of intimate images

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# Sextortion

A Montreal Impact player was the victim of sextortion: Michael Salazar's case

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# Non-consensual distribution of intimate images

- This is a new infraction to the Criminal Code since March 9th 2015.

- This infraction forbids an intimate image of a person from being published, distributed, transmitted, sold or made available without that **person's** consent or being reckless as to wether or not that person gave their consent.

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# Sexting and the exchange of pornographic material

- The Criminal Code considers that a person is guilty of an indictable offence liable to imprisonment anyone that:
  - Produces or publishes child pornography
  - Distributes child pornography
  - Possesses child pornography
  - Accesses child pornography
- The child pornography offence is vast and encompasses several behaviours. Some behaviours may seem insignificant but they do constitute an offence.
- The meaning of consent is not relevant in terms of child pornography.

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# Sexting and the exchange of pornographic material

- **Defence:**
  - A person who took all necessary steps to ascertain the age of that person shall normally be relieved from the accusation of producing or distributing child pornography.
  - Ex: ask for that person's identification.

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# Sexual relationships with a person under 18 years

- Having a sexual relationship with a person under 18 years is also an unsafe sexual behaviour.
- In Canada, a person can legally consent to saxual activity at the age of 16 years.
- A person engaging in sexual activities with another person under 16 years of age could be charged with the followin, if a complaint if filed:
    - Sexual interference (art. 151 Cr.C.)
    - Sexual assault ( art. 271 Cr.C.)
- With some exceptions, when an accused is charged under one of those section, it not a defence that the complainant consented to the activity.

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# Sexual relationships with a person under 18 years

## Sexual interference offence (art. 151 Cr.C.)

**151** Every person who, for a sexual purpose, touches, directly or indirectly, with a part of the body or with an object, any part of the body of a person under the age of 16 years

(a) is guilty of an indictable offence and is liable to imprisonment for a term of not more than 14 years and to a minimum punishment of imprisonment for a term of one year; or

(b) is guilty of an offence punishable on summary conviction and is liable to imprisonment for a term of not more than two years less a day and to a minimum punishment of imprisonment for a term of 90 days.

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# Sexual relationships with a person under 18 years

## Sexual assault

**265** (1) A person commits an assault when

(a) without the consent of another person, he applies force intentionally to that other person, directly or indirectly;

(b) he attempts or threatens, by an act or a gesture, to apply force to another person, if he has, or causes that other person to believe on reasonable grounds that he has, present ability to effect his purpose; or

(c) while openly wearing or carrying a weapon or an imitation thereof, he accosts or impedes another person or begs.

(2) This section applies to all forms of assault, including sexual assault, sexual assault with a weapon, threats to a third party or causing bodily harm and aggravated sexual assault

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# Sexual relationships with a person under 18 years

Article 150.1 Cr.C.: situation where the accused could use consent as a defence:

| Complainant aged | Conditions for the consent to be valid |
|---|---|
| 12 or 13 | - The accused is older that the complainant, but is less than 2 years older;<br>- The accused was not in a position of authority towards the complainant and the complainant is not in a position of dependance towards the accused; |
| 14 or 15 | - The accused is older that the complainant, but is less than 5 years older;<br>- The accused was not in a position of authority towards the complainant and the complainant is not in a position of dependance towards the accused; |

***The accused will be able to defend himself arguing that having taken all the necessary steps to verify the age of the complainant, he sincerely believed that the complainant was over 16 years.

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# The meaning of consent

- In Canada, the minimal age to consent to sexual activity is 16 years.
- Consent must be given vonluntarily, meaning that it must be given freely and not forced or obtained under the influence of a substance.
- Consent is given at the time of a sexual intersourse. If the people chnage their mind after saying yes, then there is no consent.
- Silence does not mean consent.

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# The meaning of consent

- Consent is not valid if the partner is lying and that could expose to a risk (ex.: other people are present during the sexual activity).
- A person accused of sexual assault can argue in court that he honestly believed his partner agreed to the sexual activity. This defence is referred to as an **"honest but mistaken belief in consent."**
- Anyone who uses this defence must prove he honestly believed his partner consented to the sexual activity.

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# The victim

- Take the time to listen
- Do not trivialize
- Refer to the police if necessary
- Do not share information that could incriminate anyone
- Refer the victim to the PSP and/or to a help centre

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# Websites

- www.aidezmoisvp.ca / www.needhelpnow.ca
- www.educationtextuelle.ca / www.texted.ca
- www.cyberaide.ca / www.cybertip.ca
- www.cavac.qc.ca
- www.securitepublique.ga.ca / www.publicsafety.gc.ca
- www.jeunessejecoute.ca

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# Legal responsibilities of QMJHL players (Reminder)

Reserved for players and staff of the QMJHL

Any other use or reproduction is forbidden

EXPERTS jeunesse

web site : [expertsjeunesse.com](expertsjeunesse.com)

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# Legal responsibilities of QMJHL players (Reminder)

## Youth Criminal Justice Act (YCJA)

Extrajudicial Measures: art. 6 (1) YCJA
Access to Records: art.119 (2) YCJA
Destruction of Records and Prohibition on Use and Disclosure: art. 128 YCJA
**YCJA**: http://www.laws-lois.justice.gc.ca/PDF/Y-1.5.pdf

## Criminal Records Act (CRA)

**CRA**: http://laws-lois.justice.gc.ca/PDF/C-47.pdf
Procedure: art. 4 CRA

## Criminal Code (C.C.)

**Criminal Code**: http://laws-lois.justice.gc.ca/PDF/C-46.pdf
Public mischief: art. 140 (1) C.C.
Age of sexual consent: art. 150.1 C.C.
Sexual interference: art.151 C.C.
Invitation to sexual touching: art. 152 C.C.
Sexual exploitation: art. 153 C.C.
Denition of child pornography: art. 163.1 C.C.
Making sexually explicit material available to child: art. 171.1 C.C.
Luring a child: 172.1 (1) C.C.
Operation while impaired: art. 253 C.C.
Uttering threats: art. 264.1 (1) C.C.
Assault and sexual assault: art. 265 (1) C.C.
Defamatory Libel : art. 298 (1) C.C.
Intimidation art. 423.1 C.C.

## Civil Code of Québec (C.C.Q.)

Respect of reputation and privacy: art. 35 et 36 (5) C.C.Q.
Liability of the player: art. 1457 C.C.Q.
**Civil**: http://legisquebec.gouv.qc.ca/en/pdf/cs/CCQ-1991.pdf

## Common Law

**The Canadian Encyclopedia :** Torts
Torts of Negligence
Torts of defamation

## Video vs « sextorsion »

**Video**: https://www.youtube.com/watch?v=agbtK5Me8rg

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# Legal responsibilities of QMJHL players (Reminder)

## Federal Cannabis Laws

### Bill C-45 (Act respecting cannabis)

**C-45**: http://www.parl.ca/DocumentViewer/en/42-1/bill/C-45/third-reading

Possession permise pour fins récréatives
Cultivating allowed par residence
unlawful sale to young persons

### Bill C-46 (Offences relating to conveyances)

**C-46**: http://www.parl.ca/DocumentViewer/en/42-1/bill/C-46/third-reading

Obligation to provide a sample of a bodily substance for analysis
New criminal offences for driving with a blood drug concentration
Mandatory roadside screening for alcohol

## Provincial Cannabis Laws

### Bill 157 (Cannabis Regulation Act - QC)

**Bill 157**: **http://www.assnat.qc.ca/fr/travaux-parlementaires/projets-loi/projet-loi-157-41-1.html**

### Bill 16 (Cannabis Control Act - NB)

**Bill 16**: http://www.gnb.ca/legis/bill/FILE/58/4/Bill-16-e.htm

### Bill 108 (Regulation and Sale of Cannabis - NS)

**Bill 108**: https://nslegislature.ca/legc/bills/63rd_1st/1st_read/b108.htm

### Bill 29 (Respond to the Legalization of Cannabis - PEI)

**Bill 29**: http://www.assembly.pe.ca/bills/pdf_first/65/3/bill-29.pdf

### About the speaker…

Pierre Renaud

As a policeman at the Sûreté du Québec for 25 years, Pierre Renaud was the head of the SQ's School Intervention Program for more than 10 years. Implanted in 200 high schools, the program's objectives are the fight against drugs, violence and other types of crimes. Pierre is now a speaker in the world of sport. He presents his lectures to athletes, coaches and administrators of sports organizations.

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**Respect in Sport Coach / Activity Leader Program**

Many sport organizations are struggling with the issue of Abuse Prevention and Risk Management. Several are developing policies and procedures in this regard but few have actual programs that truly make their organization a safer, more ethical place for young people to participate. Respect Group Inc. has developed a grass-roots tool so now; sport and community organizations can actually deliver on their commitment to create a safer, more ethical environment for all participants. With this powerful, on-line training, Respect in Sport provides essential abuse prevention education to each organization's critical stakeholders.

Respect in Sport offers a highly engaging and easy to use internet-based training course for sport leaders of all levels; (recreational, competitive and elite). The intent of this required training is to:

- empower and educate youth leaders/coaches on the prevention of abuse, bullying and harassment
- build a holistic culture of respect within the sport community
- provide fundamental training tools which enable ALL coaches and youth leaders to become even better role models for the young athletes in their care

**Core Curriculum Modules**

| | |
|---|---|
| Preventing Bullying and Harassment | Reporting Bullying and Harassment |
| Preventing Abuse and Neglect | Reporting Abuse and Neglect |
| Using Positive Power | Using Positive Emotions |

Respect in Sport uses innovative instructional design techniques to provide an internet-based training experience that is simple, to the point and captivating for the learner. It offers full database capabilities for user access and certification and is designed to be widely accessible for all users regardless of location or speed of the internet connection. In contrast to traditional classroom training, Respect in Sport takes less than half the time, is available at the users' convenience and gives a consistent, up to date message on behalf of the host sport organization.

- Canada's only on-line bullying, abuse and harassment prevention program for coaches and community leaders
- 2.5 hours of content, 5-30 minute modules, log in and out at users' convenience

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Technology :

- Easily administered Database
- Fully audio/visual based using flash and animation Time and date stamped Certification
- Low and high-speed band-width compatible Available in French and English
- 24/7 bilingual support hotline

## Some of the National & Provincial Sport organizations Using the Coach/Activity Leader Program

WWW.RESPECTGROUPINC.COM

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# TALK TODAY

## Program Manual

January 20, 2016

Canadian Mental Health Association

TALK TODAY

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# INTRODUCTION

Thank you for participating in *Talk Today*, a program of the Canadian Mental Health Association (CMHA) and the Ontario Hockey League (OHL). *Talk Today* is one of the most comprehensive mental health programs for amateur sports in Canada. Its aim is to promote the mental health of young athletes and to spread awareness about the benefits of positive mental health throughout communities across the country. Originally launched by CMHA Ontario Division in partnership with the OHL in 2014, interest in *Talk Today* is growing throughout Canada.

CMHA Ontario has created this manual to help local teams, organizations and CMHA branches implement *Talk Today* in their communities. This manual contains useful information about the contents of the program as well as practical tips to help you deliver *Talk Today* successfully.

## WHY TALK TODAY?

In a given year, one in five people in Canada experiences a mental health problem or illness. There are no limitations to those who may be affected. Only one in three people who experience a mental health problem or illness — and as few as one in four children or youth — report that they have sought and received services and treatment. Suicide, meanwhile, remains the second leading cause of death of young people between the ages 10 and 24.

High-performance athletes in their late teenage and early adult years often face significant stress and life's challenges can seem immense. Not only are they facing the pressures of excelling and reaching the next level in their sport, but they're also doing so during critical educational and social periods in their lives. *Talk Today* is designed to provide support to these young people and to destigmatize the negative connotations associated with seeking help.

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Canadian Mental Health Association
TALK TODAY

# INTRODUCTION

## This guide will explain the key components of Talk Today:

1. **Training** – At its core, *Talk Today* offers participants standardized, certified and evidence-based mental health and suicide-awareness workshops called SafeTALK and ASIST.

2. **CMHA Mental Health Coaches** – A CMHA Mental Health Coach acts as a direct link to a team/organization participating in *Talk Today*. This relationship allows for greater knowledge of, and access to, community mental health and addictions resources.

3. **Mental Health Champions** – This person is a positive force for mental health within their team/organization. *Talk Today* actively encourages anyone within a participating organization to become a Mental Health Champion.

4. ***Talk Today* events** – Elite athletes and sports organizations are positive role models within their communities. *Talk Today* requires participants to host a public event that will be used to share the message about positive mental health in the community at large.

5. **Evaluation** – In order to ensure the effectiveness of *Talk Today* and improve the initiative, a mandatory evaluation component has been built into the program

6. **Support** – You're not doing this alone. CMHA Ontario is available to provide advice, insight and tactical and communications support.

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Canadian Mental Health Association
TALK TODAY

# TALK TODAY OVERVIEW

## 1. Training by CMHA Professionals

The core component of *Talk Today* are two certified and evidence-based mental health and suicide awareness trainings. Delivered by CMHA professionals, the accredited training protocols have been developed by LivingWorks, a world leader in suicide intervention training. Like CPR training, participants taking these mental health and suicide awareness workshops learn valuable life skills.

The first training is **safeTALK (Suicide Alertness For Everyone)**, which teaches individuals the importance of mental health, how to recognize persons with thoughts of suicide and how to take action.

*Three hours in duration*, safeTALK prepares anyone over the age of 15 to identify persons with thoughts of suicide and connect them to suicide first-aid resources. Most people with thoughts of suicide "invite" help to stay safe. Alert helpers know how to use these opportunities to support that desire for safety.

While available to anyone associated with the team, the recommendation is for *all athletes* to complete safeTALK.

In 2015, the cost of safeTALK is $35 per person.

The second training is **ASIST (Applied Suicide Intervention Skills Training),** which teaches people how to recognize individuals who are at risk and intervene to keep individuals safe. The ASIST workshop is for people who want to feel more comfortable, confident and competent in helping to prevent the immediate risk of suicide. Following completion, participants become ASIST-certified. More than one million caregivers have participated in this two-day, highly interactive, practical, practice-oriented workshop. *Participation in the full two days is required*. Without full participation, there is no certification. ASIST participants learn a model of care teaching them how to connect with a "Person at Risk" and how to develop a plan to keep them safe.

While available to anyone associated with the team, the recommendation is for at least 1-2 support staff (e.g. coaches, managers, parents, etc.) to complete ASIST.

In 2015, the cost of ASIST is $130 per person.

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Canadian Mental Health Association
TALK TODAY

# TALK TODAY OVERVIEW

## SafeTALK Workshop Tips

- Conduct safeTALK training early in a season so that team members can use what they've learned to support each other throughout the year.
- A players-only training session may be useful in encouraging a free exchange of ideas
- Elite sports clubs often have busy schedules so some flexibility may be required when offering the training. Be sure to work with your CMHA Mental Health Coach to schedule a suitable training time.
- Include the Mental Health Champion (see page 5) and CMHA Mental Health Coach (see page 5) so that athletes are familiar with these appropriate contacts.
- Offer safeTALK each year to ensure new and returning players have access to the training.
- To help track the success of Talk Today, monitor the number of players, coaches, parents, etc. that are participating in safeTALK.

## ASIST Tips

- Those taking ASIST may also wish to complete safeTALK.
- Offer ASIST each year to increase the number of accredited individuals, thereby creating a suicide safe community.
- Individuals taking ASIST may have greater interest in mental health and may wish to become the team's Mental Health Champion (see page 5).
- To help track the success of *Talk Today*, monitor the number of players, coaches, parents, etc. that are participating in ASIST.

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Canadian Mental Health Association
TALK TODAY

# TALK TODAY OVERVIEW

## 2. CMHA Mental Health Coaches

A key component of *Talk Today* is the relationship that develops between athletes/organizations and their local CMHA branch. A CMHA branch will designate a Mental Health Coach who will be connected to each team and be available as a main point of contact should a player or anyone associated with the team be in distress. A mental health coach is trained to provide resources and supports for the players as well as the people that surround the players. The CMHA Mental Health Coach can provide referrals to local mental health, addictions, and crisis services, as necessary.

### Tips for Mental Health Coaches

- CMHA Mental Health Coaches are driving forces in Talk Today. They are responsible (with guidance from CMHA Ontario) for making and maintaining contact with their respective team.
- CMHA Mental Health Coaches should be present at safeTALK and ASIST workshops to help foster the relationship with training participants.
- CMHA Mental Health Coaches may wish to consider other ways to maintain contact with the team/organization throughout the season.
- CMHA Mental Health Coaches should provide players a list of community resources that offer services during business hours and 24/7.

## 3. Mental Health Champions

A Mental Health Champion is someone associated with a team that takes an interest in mental health issues and would like to have more involvement in the *Talk Today* program. Champions can be players, coaches, staff, managers, parents, billeting parents or anyone else associated with the team. The Mental Health Champion should also be a main contact for the CMHA Mental Health Coach, as well as a further resource for players. Furthermore, the champion can work with local CMHA branches and act as an advocate on mental health issues within the community.

### Tips for Mental Health Champions

- A Mental Health Champion should be someone who has regular contact with the players/organization. For example, a team physiotherapist or athletic trainer may be well suited for the role.
- Mental Health Champions are a crucial contact point for CMHA Mental Health Coaches. The champion should be accessible, especially during the first year of the program.
- Like CMHA Mental Health Coaches, Mental Health Champions should be well known to the team/organization.
- There is no limit to the number of Mental Health Champions per team/organization. More is better.
- Mental Health Champions may wish to take ASIST

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# TALK TODAY OVERVIEW

## Local *Talk Today* Events

Teams/organizations are encouraged to coordinate with their local CMHA Branch to host *Talk Today* events to increase public awareness about suicide and promote mental health. CMHA Branch staff, CMHA Mental Health Coaches, and Mental Health Champions and the players/individuals can all play a role in these events. In many cases, teams/organizations are dedicating one home game a year to raise awareness about mental health. During the game, the club and the local CMHA branch may wish to:

- Conduct a ceremonial event (e.g. puck drop/tip off)
- Broadcast public address announcements or announcements on video scoreboards
- Host an information booth staffed by the local CMHA branch staff
- Raise funds for the CMHA branch and *Talk Today* program using 50/50 draws, *Talk Today*-related souvenirs (stress balls, T-shirts, pins, wristbands, etc.)
- Incorporate green, the colour of mental health, into the festivities
- Issue a news release about the *Talk Today* event

### Event Tips

- To maximize media coverage and leverage resources, teams in a single league should consider hosting events during the same time span during the season
- Many elite sports organizations have game-day operations staff to conduct these types of events. CMHA Mental Health Coaches should reach out to teams/organizations and start planning early in the season.
- Players, coaches or other individuals associated with the club/organizations may wish to participate (e.g. recording video messages; being available to media, etc.)
- Individuals or clubs/organizations may wish to consider involvement in other CMHA outreach events throughout the year.

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# TALK TODAY OVERVIEW

## 5. Evaluation & Tracking

In order to evaluate and enhance the program, everyone participating in safeTALK and ASIST must, at the completion of the workshops, complete a survey from LivingWorks, creators of the trainings.

Furthermore, all players participating in safeTALK must also complete a *Talk Today* questionnaire developed by CMHA Ontario and distributed to CMHA branches participating in the program.

Branches providing safeTALK and ASIST workshops should track the number of participants in each workshop and provide those numbers to CMHA Ontario as soon as possible.

### Evaluation Tips

- LivingWorks dictates that its surveys must be completed immediately after training workshops.
- Talk Today questionnaires can be delivered immediately after training workshops or at a later date. Individual CMHA Branches and their corresponding clubs/organizations are responsible for ensuring this occurs.
- Talk Today questionnaires must be returned to the CMHA Ontario

## 6. CMHA Ontario Support

You're not in this alone. CMHA Ontario can help participating teams/organizations and CMHA branches deliver this program. CMHA Ontario can act as a liaison between a group of local branches and a broader league. This may include educating league executive about *Talk Today* and helping that league relay information to its teams. CMHA Ontario can also help connect CMHA Mental Health Coaches with team-based Mental Health Champions.

Furthermore, communication and public engagement are important ways to promote *Talk Today* and tout its success. However, it's a fact that not all CMHA branches have the necessary communications and engagement capacity to do this.

That's why CMHA Ontario is building a series of communication materials that CMHA branches and local clubs/organizations may find useful. The materials are being developed as templates so that any branch, no matter the location, may take advantage.

Materials will include:

- News releases, key messages, Qs and As
- Brochures and fact sheets
- Web banners and web stories
- Social media posts (Twitter and Facebook)
- *Talk Today* logo

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Canadian Mental Health Association
TALK TODAY

# SUMMARY

Talk Today continues to make advancements in an effort to become the gold standard of mental health programs for amateur sports in Canada.

In order to attain this goal, the following requirements are essential:

- Ensuring all players are safeTALK trained so they have the skills to identify when a peer, colleague, family member or teammate may be struggling.
- Having ASIST-trained individual(s) so that the players have an appropriate, consistent contact to connect with in times of crisis.
- Engaged Mental Health Champions and CMHA Mental Health Coaches so that players have a reliable mental health network within the organization.
- Hosting a game-day event in conjunction with CMHA branches to promote mental health and suicide awareness.
- Constructive feedback/evaluation from participants of the program.

Following the program's structure ensures the Talk Today is delivered consistently across teams, organizations and leagues across Canada.

For more information, contact:

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# Talk Today/ Parlons-en

Canadian Mental Health Association
TALK TODAY

Regroupement des centres de prévention du suicide du Québec
RCPS

AQPS
Association québécoise de prévention du suicide

LHJMQ

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# Agenda

- Brief overview of the Talk Today/Parlons-en program
- Achievements to date
- Talk Today/Parlons-en in the Maritimes
- Talk Today/Parlons-en in Quebec
- Challenges and next steps

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# History

- March 2014, Terry Trafford, 20, released from OHL's Saginaw Spirit
- Dies by suicide
- No one knows what challenges he was facing, mental health or otherwise
- CMHA partnered with the Ontario Hockey League to help educate and support players and teams.

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# What is Talk Today/Parlons-en

- Four components:
  1. Education
  2. Support (Mental Health Coach)
  3. Mental Health Champion
  4. Awareness Games

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# Talk Today/Parlons-en Achievements

- Talk Today/Parlons-en is more than just the Canadian Hockey League
- 4,000 people (student athletes, coaches, team staff and billets/parents) received a mental health and suicide prevention workshops
- More than 2,000 players trained in the CHL/LCH alone.
- More than 10,000 elementary school children received mental wellness presentations
- Over 20.5 million impressions on twitter across the CHL/LCH last February

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# Achievements

- Since the program started—players, coaches, staff, billets, and parents have reached out for support
- Some players have become ambassadors for mental health in their communities
- Others have openly spoken about their struggles with mental health (Link)

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# Talk Today/Parlons-en in Maritimes

- In the Maritimes all teams have received safeTALK training either this season or the previous season
- Some teams have expressed that they would like to do the training every other year
- Doing the training each season is a crucial component to the programs success

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# Talk Today/Parlons-en in Quebec

- A strong community of support with the Canadian Mental Health Association, Quebec Division; Regroupement des Centres de Prévention du Suicide du Québec, and L'Association Québécoise de Prévention du Suicide
- Challenges with safeTALK training in Quebec
- A made-in-Quebec solution to support QMJHL players in the province
- Working together to raise awareness about mental health in Quebec

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# Contact Information

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# What you experience in your sport is important

## Integrity protection policy, rules and procedures

## WHO DOES WHAT?

### Complaint Officer

The Complaint Officer's role is to receive complaints concerning abuse, harassment, negligence or violence under the integrity policy. The Complaint Officer ensures the complainant is offered support and rules on the receivability of the complaint.

### Integrity protection committee

Composed of 3 independent people, its role is to deal with the complaint through an independent and impartial hearing and offer its conclusions and recommendations.

### Sport'Aide

Its role is to support individuals experiencing difficulties in their sport environment, based on their needs and according to the situation that arises. Sport'Aide can also accompany you to file your complaint with the Complaint Officer.

## THERE ARE SOLUTIONS

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# NOW YOU CAN CHANGE THINGS!

### Who can file a complaint with the Complaint Officer?

Anyone involved in a sport environment, directly or indirectly, who is experiencing or has witnessed abuse, harassment, negligence or (e.g., parents, athletes, volunteers, coaches, administrators, referees, etc.).

### Who can contact Sport'Aide?

Anyone involved in a sport environment, directly or indirectly, who is experiencing or has witnessed, or who has reasons to believe that a loved one is experiencing difficulties in his or her sport environment (e.g., parents, athletes, volunteers, coaches, administrators, referees, etc.).

# REPORTING MAKES THE DIFFERENCE

### How to file a complaint?

Via the "I file a complaint" platform (universal button) found on the site of all sports federations in Québec and certain partners or by contacting Sport'Aide at 1 1 833 211-HELP (4357).

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DANIEL CARCILLO et al.
Plaintiffs

-and-

ONTARIO MAJOR JUNIOR HOCKEY LEAGUE et al.
Defendants

Court File No. CV-20-00642705-00CP

***ONTARIO***
**SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
TORONTO

**AFFIDAVIT OF GILLES COURTEAU**

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Telephone: 416.863.1200

Lawyers for the defendants

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EN

# Mission LHJMQ

La LHJMQ a pour mission de faire évoluer le hockey par l’encadrement sportif et académique de ses joueurs d’élite dans un environnement sécuritaire et formateur pour les préparer à leur vie d’adulte.

**C A N A D A**

**PROVINCE DE QUÉBEC**
DISTRICT DE QUÉBEC

N° (C.A.) :

N° (C.S.) : 200-06-000258-238

**COUR D'APPEL DU QUÉBEC**

---

**LIGUE CANADIENNE DE HOCKEY**, ayant son siège social au 2300, rue Yonge, bureau 1600, Toronto, (Ontario) M4P 1E4

-et-

**LIGUE DE HOCKEY JUNIOR MAJEUR DU QUÉBEC INC.**, ayant son siège social au 101-1205, rue Ampère, Boucherville, (Québec) J4B 7M6

-et-

**LES SAGUENÉENS JUNIOR MAJEUR DE CHICOUTIMI**, ayant son siège social au 643, rue Bégin, Chicoutimi, (Québec) G7H 4N7

-et-

**CLUB DE HOCKEY LES REMPARTS DE QUÉBEC (2014) INC.**, ayant son siège social au 612, rue Saint-Jacques, Montréal, (Québec) H3C 4M8

-et-

**CLUB DE HOCKEY JUNIOR MAJEUR DE BAIE-COMEAU INC.**, également connue sous le nom de **LE DRAKKAR**, ayant son siège social au 19, avenue Marquette, Baie-Comeau, (Québec) G4Z 1K5

-et-

**LE CLUB DE HOCKEY L'OCÉANIC DE RIMOUSKI INC.**, ayant son siège social au 111, 2e rue Ouest, Rimouski, (Québec) G5L 4X3

-et-

**LES TIGRES DE VICTORIAVILLE (1991) INC.**, ayant son siège social au 400,

boulevard Jutras est, Victoriaville, (Québec) G6P 0B8

-et-

**CLUB DE HOCKEY SHAWINIGAN INC.**, également connue sous le nom de **CATARACTES DE SHAWINIGAN**, ayant son siège social au 1, rue Jacques-Plante, Shawinigan, (Québec) G9N 0B7

-et-

**7759983 CANADA INC.**, également connue sous le nom de **CLUB DE HOCKEY LE PHOENIX DE SHERBROOKE**, ayant son siège social au 360, rue du Cégep, Sherbrooke, (Québec) J1E 2J9

-et-

**CLUB DE HOCKEY DRUMMOND INC**., également connue sous le nom de **LES VOLTIGEURS DE DRUMMONDVILLE**, ayant son siège social au 300, rue Cockburn, Drummondville, (Québec) J2C 4L6

-et-

**LE CLUB DE HOCKEY JUNIOR ARMADA INC.**, également connue sous le nom de **L'ARMADA DE BLAINVILLE-BOISBRIAND**, ayant son siège social au 612, rue Saint-Jacques, Montréal, (Québec) H3C 4M8

-et-

**LES OLYMPIQUES DE GATINEAU INC.**, ayant son siège social au 500, boulevard de la Cité, CP 103, Gatineau, (Québec) J8T 0H4

-et-

**LES FOREURS DE VAL D'OR (2012) INC.**, ayant son siège social au 810, 6$^{e}$ avenue, Val d'Or, (Québec) J9P 1B4

-et-

**LES HUSKIES DE ROUYN-NORANDA INC.**, ayant son siège social au 210, avenue Murdoch, Rouyn-Noranda, (Québec) J9X 1E6

-et-

**LE TITAN ACADIE BATHURST (2013) INC.**, ayant son siège social au 14, avenue Sean Couturier, Bathurst, (Nouveau-Brunswick) E2A 6X2

-et-

**CLUB DE HOCKEY LES WILDCATS DE MONCTON LIMITÉE**, ayant son siège social au 300, rue Union, Saint-Jean, (Nouveau-Brunswick) E2L 4M3

-et-

**SAINT JOHN MAJOR JUNIOR HOCKEY CLUB LIMITED**, également connue sous le nom de **SEA DOGS DE SAINT JOHN**, ayant son siège social au 99, rue Station, suite 200, Saint-Jean, (Nouveau-Brunswick) E2L 4X4

-et-

**CAPE BRETON MAJOR JUNIOR HOCKEY CLUB LIMITED PARTNERSHIP**, également connue sous le nom de **CAPE BRETON EAGLES HOCKEY CLUB**, ayant son siège social au 481, rue George, Sidney, (Nouvelle-Écosse) B1P 6G9

-et-

**HALIFAX MOOSEHEADS HOCKEY CLUB INC.**, ayant son siège social au 1500-1625, rue Grafton, Halifax, (Nouvelle-Écosse) B3J 0E8

-et -

**8515182 CANADA INC.**, également connue sous le nom de **ISLANDERS DE CHARLOTTETOWN**, ayant son siège

social au 46, route Kensington, Charlottetown, (Île-du-Prince-Édouard) C1A 5H7

REQUÉRANTES – Défenderesses

c.

**CARL LATULIPPE**, ayant son adresse professionnelle au 3111, avenue Watt, Québec, (Québec) G1X 3W2

INTIMÉ – Demandeur

**LISTE DES ANNEXES AU SOUTIEN DE LA DEMANDE DE PERMISSION D'APPELER**
Partie requérante

**ANNEXE 1 :** Jugement rendu par l'honorable Jacques G. Bouchard, j.c.s. le 10 avril 2024 [page 21];

**ANNEXE 2** : Demande pour autorisation d'intenter une action collective et pour obtention du statut de représentant datée du 23 mai 2023 [page 34];

**ANNEXE 3** : Avis de jugement daté du 1er mai 2024 [page 90];

**ANNEXE 4** : Pièces R-1 à R-38 déposées au soutien de la Demande pour autorisation d'intenter une action collective et pour obtention du statut de représentant [page 91];

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**ANNEXE 6** : Tableau des allégations factuelles et de la preuve [page 1635].

Québec, ce 30 mai 2024

*Fasken Martineau DuMoulin S.E.N.C.R.L., s.r.l.*

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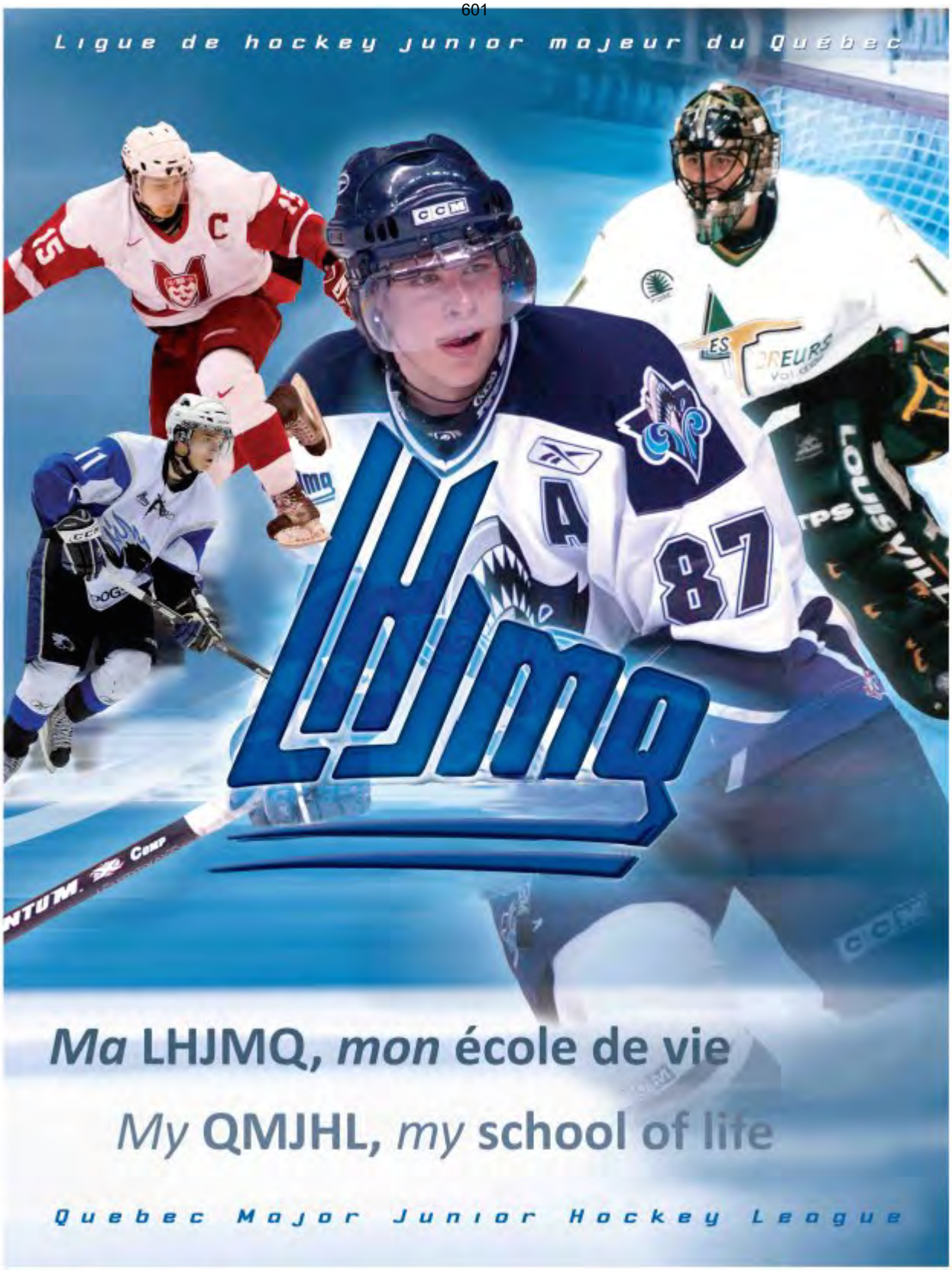
Ligue de hockey junior majeur du Québec
LHJMQ
Ma LHJMQ, mon école de vie
My QMJHL, my school of life
Quebec Major Junior Hockey League

CCE - 002M
C. P.
Révélations de violence
lors des initiations
dans le milieu du hockey

LIGUE DE HOCKEY JUNIOR MAJEUR DU QUÉBEC
QUEBEC MAJOR JUNIOR HOCKEY LEAGUE

Montréal, le 21 février 2023

M. Philippe Brassard
Secrétaire, Commission de la culture et de l'éducation
Édifice Pamphile-Le May
1035, rue des Parlementaires
3e étage
Québec (Québec)
G1A 1A3

Par courriel : cce@assnat.qc.ca

**Objet : Mandat d'initiative sur les révélations de violence lors des initiations dans le milieu du hockey junior et la possible situation dans d'autres sports**

M. Brassard,

La Ligue de hockey junior majeur du Québec a accepté avec ouverture l'invitation des membres de la Commission de la culture et de l'éducation (CCE) de l'Assemblée nationale du Québec à participer aux consultations particulières et aux auditions publiques dans le cadre du mandat d'initiative portant sur les révélations de violence lors des initiations dans le milieu du hockey junior et la possible situation dans d'autres sports.

Tout comme les membres de la CCE, nous avons été bouleversés par le reportage de Radio-Canada. Les évènements qui y ont été rapportés sont déplorables et ne devraient jamais avoir eu lieu. Pour la LHJMQ, il est important de répondre aux interrogations des élus quant aux programmes mis en place au fil des années pour encadrer nos joueurs-étudiants, mais aussi pour répondre à leurs inquiétudes et à celles de la population.

Nous souhaitons d'emblée vous souligner notre collaboration dans la tenue de ce mandat d'initiative et dans l'application des recommandations qui pourraient en découler.

Mesures en place au sein de notre ligue

En ce sens, il est important de souligner que la LHJMQ a toujours pris au sérieux toutes les informations qui ont été portées à sa connaissance sur de l'intimidation ainsi que sur des comportements vexatoires ou humiliants. Notre première préoccupation est d'offrir un environnement sain et sécuritaire pour les 400 joueurs qui la composent d'année en année.

D'ailleurs, notre Constitution prévoit que chacun des Clubs membres s'engage à prendre les mesures de contrôle nécessaires pour assurer la sécurité, l'intégrité et la dignité des joueurs, y compris la prévention de toute forme de discrimination, de harcèlement psychologique et d'agression sexuelle (article 9.14). Ils doivent prendre toute mesure nécessaire ou utile pour faire en sorte que chacun de ses propriétaires, associés, salariés, bénévoles, et toute autre personne ou entité qui lui sont affiliés, les respectent.

À cela s'ajoute l'adoption, dans les dernières années, de différents programmes et politiques qui viennent informer et protéger les joueurs, en plus de nous assurer du respect et de l'épanouissement de chacun d'entre eux :

- 2003 : Le programme antidopage
- 2005 : La politique scolaire
- 2006 : La politique antidiscriminatoire pour le respect de la diversité et de l'inclusion
- 2009 : Le programme d'aide aux joueurs
- 2009 : La charte contre la violence
- 2011 : Le programme Respect et Sport
- 2013 : Le code d'éthique des joueurs
- 2013 : La politique sur l'usage des médias sociaux
- 2014 : Le guide des familles d'accueil
- 2016 : Le programme Parlons-En sur la prévention du suicide et la santé mentale
- 2020 : La politique sur la prévention et le traitement du harcèlement et de la violence
- 2020 : Le code de civilité

Soulignons, sur le thème spécifique des initiations, que le Code d'éthique des joueurs prévoit expressément leur interdiction.

Nous avons aussi développé et donné différentes formations au fil du temps pour nous assurer de la sensibilisation et de la compréhension de tous des règles qui nous régissent et des comportements à adopter, tels que les formations suivantes :

- Antidopage
- Conférences données aux membres du personnel des équipes sur différents sujets (communication avec les jeunes, santé mentale, violences dans le sport, psychologie sportive, etc.). Ces ateliers de sensibilisation étaient donnés lors des Assises annuelles depuis 2009.

- Respect et sport (aux trois ans) (2011)
- Vidéos d'intégration (2016)
- Comportements sexuels à risque (2014)
- Parlons-en (2016)
- Webinaires (2019)
- Atelier sur la notion de consentement et violence à caractère sexuel (2022)

Prochaines étapes

Bien que nous ayons déployé des mesures pour limiter les risques de comportements inappropriés, nous sommes conscients qu'il y a encore du travail à faire.

Nous avons déjà identifié des éléments importants sur lesquels nous souhaitons travailler dans les prochains mois, soit la culture du silence, la masculinité toxique et le processus de dénonciation.

L'élaboration d'un plan d'action et d'un programme de prévention sur les comportements inappropriés est d'ailleurs en cours d'élaboration par un comité qui y travaille depuis plusieurs semaines maintenant.

Cela étant, nous sommes conscients des inquiétudes des joueurs, des parents et de la population. Nous entendons leur souhait de voir des actions rapides et souhaitons donc aller plus loin. C'est pourquoi nous entamerons, dans les prochaines semaines, une démarche de consultations auprès de chacune de nos équipes afin d'aller à la rencontre des joueurs (vétérans comme recrues) et du personnel. Ces rencontres permettront de bien mesurer les problématiques actuelles et les pistes d'intervention à mettre en place.

En terminant, vous trouvez en pièce jointe divers documents qui énumèrent et regroupent les différents programmes, politiques et règlementations en place pour encadrer les joueurs de la LHJMQ ainsi que le personnel des équipes et du Bureau du commissaire.

Merci de votre attention,

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| | | |
|---|---|---|
| Gilles Courteau | Natacha Llorens | Martin Lavallée |
| Commissaire | Directrice des services aux joueurs | Adjoint au commissaire |

# PROGRAMME D'AIDE AUX JOUEURS (PAJ)

Le programme d'aide aux joueurs (PAJ) a été conçu afin de sensibiliser les joueurs sur différents sujets ainsi que de leur permettre de mieux gérer des défis dans leur vie et de résoudre des problèmes personnels.

Les membres du personnel des équipes et de la LHJMQ peuvent également se référer au programme d'aide.

Les familles d'accueil ou les parents peuvent se référer au programme mais cela doit être en fonction du bien-être d'un joueur et non pas pour régler leurs problèmes personnels.

Les gens peuvent recevoir du soutien en personne, par courriel ou par téléphone grâce à une ligne sans frais. Ce soutien peut être donné par une personne ressource identifiée dans l'équipe, un membre du personnel de l'équipe, par la directrice des services aux joueurs ou par un intervenant à l'externe.

À partir de l'âge de 14 ans, 16 ans dans les Maritimes, il n'est pas obligatoire d'informer les parents lorsqu'une intervention est faite auprès d'un joueur. Toutefois, dans certaines circonstances et après discussion avec le joueur, les parents pourraient être informés de la situation. Bien que la majorité des joueurs n'habitent pas chez leurs parents pendant la saison de hockey, ceux-ci ont toujours des responsabilités face à leurs enfants et devront, dans certains cas, être impliqués dans les démarches. Chaque cas sera évalué de façon individuelle.

<u>Confidentialité</u>

L'aspect confidentialité est un élément important dans ce programme et le joueur ainsi que toute autre personne qui se réfère au PAJ doivent sentir qu'ils peuvent y avoir recours en toute confiance.

Les consultations sont entièrement confidentielles, dans les limites définies par la loi. Par exemple si la sécurité d'un joueur ou celle d'une autre personne est menacée, certaines informations pourront être divulguées (ex. : idées suicidaires, comportement violent, acte criminel).

Le joueur doit être consentant pour se référer au programme d'aide ou suivre une thérapie. Il devra parfois entamer les démarches lui-même ou avec le soutien de la directrice des services aux joueurs, une personne ressource ou un membre du personnel des équipes.

Afin de préserver l'aspect confidentialité, le joueur ne suivra pas de thérapie de groupe.

<u>Un réseau d'intervenants à l'interne</u>

Les joueurs qui ont besoin d'aide, ont toujours le choix de se confier à qui ils veulent. S'ils ne sont pas à l'aise avec la personne ressource identifiée, ils pourront toujours se tourner vers quelqu'un au sein de l'équipe, vers la directrice des services aux joueurs ou vers d'autres services.

La personne ressource sélectionnée dans l'équipe n'empêche pas le médecin, le thérapeute ou toute autre personne au sein de l'équipe de collaborer au programme d'aide ou même d'assumer le rôle de personne ressource à l'occasion.

Un réseau d'intervenants à l'externe

Un réseau d'intervenants externe (psychologue, travailleurs social, intervenants en toxicomanie, médiateurs, nutritionniste, etc.) doit être formé dans chaque région où évolue une équipe de la LHJMQ. La liste de ces intervenants doit être envoyée à la directrice des services aux joueurs.

Les coordonnées de ces intervenants à l'externe sont dans un répertoire de ressources accessible à tous les joueurs et membres du personnel des équipes.

Les intervenants externes feront des interventions auprès des joueurs selon leurs champs de compétences.

Comité indépendant

Un comité indépendant a été formé afin d'être consulté pour faire des recommandations sur les différents problèmes auxquels sont confrontés les joueurs ainsi que pour développer de nouveaux outils et des stratégies pour mieux sensibiliser les joueurs et les membres du personnel des équipes. Ce comité a aussi comme mandat de participer à la gestion de certaines situations problématiques.

Membres du comité du programme d'aide aux joueurs :

- François Bernier, policier à la retraite du SPVM, personne-ressource pour l'Armada de Blainville-Boisbriand
- Patrice Bernier, ancien joueur professionnel de soccer, ancien joueur de la LHJMQ, superviseur post-formation à l'Académie de l'Impact de Montréal, analyste TVA Sport
- Lyne Chantal Boudreau, professeure et chercheure en administration de l'éducation à l'Université de Moncton et consultante en éducation, conférencière avec EL2ES Inc.
- François Boisvert, éducateur spécialisé, Clinique Syna-Psy, personne-ressource pour les Cataractes de Shawinigan
- Sylvain Croteau, directeur général de Sport Aide
- Simon Gagné, ancien joueur de la LHJMQ et avocat chez LAVERY, DE BILLY, S.E.N.C.R.L.
- Sylvain Guimond, psychologue sportif, conférencier et auteur de plusieurs livres
- Isabelle Leclaire, responsable Sport d'Excellence, entraîneuse chef hockey féminin, Carabins de l'Université de Montréal

Le rôle de la directrice des services aux joueurs dans le PAJ

Cette personne possède des connaissances sur les drogues et les produits dopants, les lois, ainsi qu'une formation et une expérience de travail en psychologie, en relation d'aide, en service social ou dans tout autre domaine connexe. Elle doit travailler sous le couvert de la confidentialité. Son mandat consiste à :

- siéger sur le comité du PAJ ;

- répondre aux différentes demandes d'aide des joueurs et de leur entourage;
- pouvoir faire une première évaluation lorsque cela s'avère nécessaire;
- référer les joueurs ou membres du personnel des équipes vers des ressources ou aider la personne ressource à orienter le joueur vers les ressources appropriées;
- assurer un suivi auprès des joueurs ou autres personnes qui se réfèrent au PAJ;
- offrir un processus de médiation;
- proposer des outils et des stratégies aux joueurs pour atteindre leurs objectifs;
- assister et soutenir les différents intervenants dans le cas d'un test antidopage positif, d'un problème de consommation ou de comportement;
- assister les équipes dans les situations problématiques;
- gérer les situations de crise;
- sensibiliser la ligue et les équipes sur les différentes problématiques auxquels sont exposés les joueurs et membres du personnel des équipes;
- rédiger des politiques et autres documents d'information;
- fournir la documentation et les informations nécessaires sur le programme d'aide de la LHJMQ;
- documenter et tenir à jour les dossiers du programme d'aide.

<u>Le rôle de la personne ressource dans chaque équipe</u>

Lorsqu'une personne ressource est identifiée au sein d'une équipe, celle-ci doit travailler sous le couvert de la confidentialité. Elle est désignée pour sensibiliser les joueurs, les conseiller et assurer un suivi lorsqu'une situation problématique se présentera. Assurer un suivi signifie que la personne ressource vérifie comment le joueur se sent face à la situation, intervient si c'est dans ses compétences ou fait le suivi si le joueur est référé à une ressource externe.

Son mandat consiste à :

- rencontrer les joueurs et les informer de l'existence d'un programme d'aide aux joueurs en leur présentant le programme tel que décrit dans le présent document;
- fournir toutes les informations et la documentation sur le programme d'aide;
- établir un réseau, une liste d'intervenants dans la région où évolue l'équipe et ce, le plus tôt possible. Ce réseau devrait contenir au minimum un intervenant ou une intervenante en toxicomanie, un ou une psychologue et un travailleur social ou une travailleuse sociale ;
- soutenir les joueurs en s'intéressant aux différentes situations qu'ils vivent et travailler de concert avec la directrice des services aux joueurs et les autres membres du personnel de l'équipe lorsque survient une situation problématique chez un joueur ;
- porter assistance au joueur ou à l'équipe et/ou référer aux ressources adéquates si nécessaire. Cette intervention peut se faire en collaboration avec la directrice des

services aux joueurs et les autres membres du comité ;

- assurer un suivi auprès d'un joueur lorsqu'elle a été informée que celui-ci démontre un comportement problématique, doit suivre une thérapie ou a commis une infraction au dopage ;
- tenir informé la directrice du programme des services aux joueurs et faire un rapport de ces interventions à la fin de la saison.

Directives du PAJ et procédures entourant un incident

**Responsabilités**

La ligue a la responsabilité de développer des programmes et d'établir des règlements et des politiques pour s'assurer que les joueurs évoluent dans un milieu sécuritaire et pour s'assurer de leur bien-être. Ces mesures sont mises en place car ce sont des jeunes de 15 à 20 ans dans une période de leur vie où ils sont plus vulnérables car ils sont en transition entre l'adolescence et le jeune adulte et subissent les pressions du milieu sportif. Ils sont encore en développement et n'ont également pas toujours la maturité nécessaire pour prendre les bonnes décisions.

Les clubs ont la responsabilité de l'encadrement des joueurs car la majorité habitent dans des familles de pension, ce qui fait que les parents ne peuvent exercer pleinement leur autorité et leurs responsabilités. Les clubs doivent connaître les règlements et les politiques de la ligue et les faire appliquer au sein de leur organisation. Ils ont aussi la responsabilité de sensibiliser leurs joueurs et d'établir des règles claires.

Ils se doivent d'intervenir rapidement lorsqu'un problème survient et d'en informer immédiatement la directrice des services aux joueurs et le commissaire de la LHJMQ. Cette mesure est dans le but de s'assurer que la situation ne dégénère pas et que des mesures appropriées soient prises dans un délai raisonnable. Les clubs et la Ligue s'engagent à offrir tout le soutien nécessaire aux joueurs et aux membres du personnel impliqués lors de la gestion de la situation. Les clubs et la Ligue s'engagent également à tenir informé les parents ainsi que les agents s'il y a lieu.

Si un club décide de libérer un joueur à la suite d'un comportement problématique, elle devra en informer rapidement le Bureau du commissaire afin qu'il y ait une évaluation de la situation et qu'un suivi puisse être fait auprès du joueur.

**Procédures**

Situation rapportée ou incident « X » (problème de santé mentale, idées suicidaires, harcèlement, intimidation, discrimination, consommation de drogues et d'alcool abusivement, jeu pathologique, actes criminels, autres situations qui peuvent nuire au bien-être d'un joueur ou d'une autre personne et qui peuvent causer préjudice aux équipes et à la ligue).

Les procédures à suivre sont :

- communiquer avec la directrice des services aux joueurs ;
- suivi rapide auprès du commissaire et du directeur des communications fait par la directrice des services aux joueurs lors d'un incident ;

- analyse de la situation faite dans un délai raisonnable par la directrice des services aux joueurs et des membres du comité. Cette analyse se fera en collaboration avec le club et toutes les personnes concernées ;
- recommandations faites le plus rapidement possible à l'équipe impliquée afin de l'aider à gérer la situation ;
- conclusion du dossier avec recommandations remises au commissaire ;
- décision du commissaire remis aux comité et à l'équipe impliquée s'il y a matière à sanction ou si des mesures doivent être prises.
- Lorsqu'il y a une intervention policière qui nécessite une enquête, les clubs ont l'obligation d'en informer le plus rapidement possible la directrice des services aux joueurs et le commissaire de la LHJMQ.
- Les situations qui démontrent un manque d'éthique professionnelle de la part d'un membre du personnel d'un club ou de toute autre personne en position d'autorité sur les joueurs (professeur, famille de pension, etc.) doivent également être rapportées. Enfin les clubs ont également l'obligation de rapporter toute situation qui risque de faire les manchettes et/ou de dégénérer telles qu'un conflit, des menaces, un comportement inapproprié envers des fans ou encore une mauvaise utilisation des médias sociaux.

**Intervention**
Lorsqu'il y aura une intervention à faire auprès du joueur, celle-ci sera faite par la directrice des services aux joueurs ou un autre professionnel (psychologue, travailleur social, avocat, etc.) qui sera tenu par le secret professionnel. Aucune information ne sera partagée sauf si le joueur signe un formulaire de consentement de divulgation de renseignement personnel et autorise une de ces personnes à divulguer des informations à une ou des personnes désignées. Dans le cas où le joueur informerait directement la directrice des services aux joueurs d'une situation problématique et que le club n'est pas au courant, elle devra également, par respect de son code de déontologie, faire signer le formulaire de consentement de divulgation de renseignement personnel avant de pouvoir partager l'information avec qui que ce soit.

**Sanction**
Le bureau du commissaire et les équipes doivent également sanctionner tout comportement jugé inapproprié de l'un ou l'autre de ses joueurs, et ce, de façon équitable. La décision de la sanction se fera après avoir pris connaissance de tous les éléments du dossier ainsi qu'en tenant compte de l'âge du joueur (mineur ou majeur) et de la gravité de la situation.

Un club qui omet d'informer le commissaire et la directrice des services aux joueurs d'une situation problématique telle qu'indiquée dans les paragraphes sous « Procédures », devra fournir des explications afin de justifier sa décision. Dans le cas où il n'y a aucune raison valable et un manquement, le club s'expose à une sanction.

Programme d'aide aux joueurs dans le cadre de la politique antidopage de la LCH

**Déclaration d'un joueur avant un contrôle antidopage**

Advenant qu'un joueur déclare avoir fait ou faire usage de substances interdites par l'AMA avant d'avoir été sélectionné pour un contrôle antidopage, il devra se soumettre à une évaluation afin de vérifier s'il est nécessaire qu'il suive une thérapie auprès d'un professionnel de la santé ou d'un organisme reconnu par la LHJMQ. Si tel est le cas, le joueur sera orienté le plus rapidement possible vers une ressource adéquate et ne fera pas l'objet de sanction si, dans le cadre d'une procédure de contrôle antidopage, il subit un test démontrant un résultat positif dû à l'utilisation d'une ou des substances déclarées et pour laquelle il est présentement suivi en thérapie. Dans le cas d'un contrôle antidopage révélant la présence d'une substance interdite non déclarée par le joueur, celui-ci sera sanctionné selon le règlement identifié dans la politique antidopage

Le joueur identifié devra signer le contrat d'engagement du programme d'aide et respecter ses engagements. Il devra se présenter à ses rendez-vous et suivre sa thérapie jusqu'au bout. Si un joueur ne respecte pas ses engagements, il sera réévalué et pourrait être exclu du programme d'aide et de l'équipe. Cela signifie également qu'il pourrait être ciblé par un contrôle antidopage et être sanctionné si ce dernier s'avérait positif.

Un joueur qui est en thérapie sera réévalué dans un délai de trois mois afin de vérifier les progrès et s'il doit poursuivre sa thérapie. Tant que le joueur est en thérapie et qu'il respecte ses engagements, il ne fera pas l'objet de sanction si, dans le cadre d'une procédure de contrôle antidopage, il subit un test démontrant un résultat positif dû à l'utilisation d'une ou des substances déclarées.

Si, après une déclaration et à la suite d'une évaluation, un joueur n'a pas besoin de suivre une thérapie, il recevra un avertissement et devra cesser toute consommation afin d'éviter de subir un contrôle antidopage positif s'il est sélectionné au hasard. Dans le cas de l'usage de marijuana, le comité de discipline tiendra compte de la raison et de la date à laquelle le joueur a déclaré avoir fait usage de cette substance afin de déterminer le niveau de consommation et s'il y a une infraction au dopage dans le cas où il devrait subir un contrôle antidopage.

**Déclaration d'un joueur après un contrôle antidopage**

Advenant qu'un joueur déclare avoir fait ou faire usage de substances interdites par l'AMA lors du contrôle antidopage ou après s'il est contrôlé positif, il devra se soumettre à une évaluation afin de vérifier s'il est nécessaire qu'il suive une thérapie auprès d'un professionnel de la santé ou d'un organisme reconnu par la LHJMQ. Si tel est le cas, le joueur sera orienté le plus rapidement possible vers une ressource adéquate. Cependant s'il est reconnu coupable d'une infraction au dopage, il sera exposé à une sanction suite à la décision du comité de discipline. Pendant cette sanction, il pourra toutefois poursuivre sa thérapie et recevoir l'aide nécessaire pour traverser cette épreuve. Le joueur identifié devra signer le contrat du programme d'aide et respecter ses engagements. Il devra se présenter à ses rendez-vous et suivre sa thérapie jusqu'au bout. Si un joueur ne respecte pas ses engagements, il sera réévalué et pourrait être exclu du programme d'aide et de l'équipe. Cela signifie également qu'il pourrait être ciblé par un contrôle antidopage, être sanctionné

à nouveau si ce dernier s'avérait positif et être suspendu par la ligue.

Un joueur qui est en thérapie sera réévalué dans un délai de trois mois afin de vérifier les progrès et s'il doit poursuivre sa thérapie. Par la suite, même si le joueur a déjà été sanctionné, s'il est en thérapie et qu'il respecte ses engagements, il ne fera pas à nouveau l'objet de sanction si, dans le cadre d'une procédure de contrôle antidopage, il subit un test démontrant un résultat positif dû à l'utilisation d'une ou des substances déclarées. Cependant un joueur qui a commis une infraction au dopage pourrait être ciblé à nouveau par un contrôle antidopage à la fin de sa thérapie.

Dans les deux cas, les mesures s'appliquent uniquement pour une saison. Si le joueur continue à évoluer pour la LHJMQ, il devra être réévalué au début de la saison suivante et poursuivre sa thérapie s'il y a lieu. Le joueur devra cependant démontrer des signes d'amélioration après un suivi prolongé.

**LIGUE DE HOCKEY JUNIOR MAJEUR DU QUÉBEC**

# Politique de prévention et de traitement du harcèlement et de la violence

## 1. PRÉAMBULE

| Politique de prévention et de traitement du harcèlement et de la violence | |
|---|---|
| Date d'adoption | Septembre, 2021 |
| Dates de révision | n/a |

La présente politique de prévention et de traitement du harcèlement et de la violence (ci-après désignée la « Politique ») vise les employés de la Ligue de hockey junior majeur du Québec (ci-après désignée la « LHJMQ »), le personnel des équipes, mais aussi les joueurs, les officiels[1] et toutes les autres « Personnes associées à la LHJMQ[2] ».

Il est primordial pour la LHJMQ que chacune de ses équipes adhère aux valeurs et principes contenues dans la présente Politique afin d'assurer aussi à leurs propres employés, aux joueurs, aux officiels et aux autres Personnes associées à la LHJMQ, un environnement exempt de harcèlement, de discrimination et de violence. En ce sens, la LHJMQ demande à chacune de ses équipes d'adopter une Politique de prévention et de traitement du harcèlement et de la violence dans le contexte de la LHJMQ.

Pour les équipes du Nouveau-Brunswick et de l'Île du Prince-Edouard, veuillez-vous référer à l'annexe D.

Même si chaque équipe est responsable de l'adoption et de l'application de sa propre politique de prévention et de traitement du harcèlement et de la violence, la Politique prévoit une procédure ayant pour but de supporter les équipes qui le désirent, dans le cadre du traitement des signalements et plaintes qu'elles recevront.

Par ailleurs, considérant le rôle que joue la LHJMQ en ce qui concerne les joueurs et les officiels, c'est au Bureau du commissaire qu'il revient de traiter toute plainte ou signalement impliquant un joueur ou un officiel de la LHJMQ et ce, tant à titre de plaignant que de mis en cause. À cet effet, il est impératif que le Bureau du commissaire soit informé, sans délai, par les équipes de la ligue, de toute plainte ou signalement impliquant un joueur ou un officiel de la LHJMQ et ce, tant à titre de victime que de mis en cause.

Le bureau du commissaire devra également être informé de toute plainte ou signalement impliquant un employé d'une équipe dont la situation pourrait avoir un impact négatif sur les joueurs même s'ils ne sont pas directement concernés. L'information en question devra donc être communiquée, sans délai, à l'une des Personnes responsables de la présente Politique, tel que défini dans la section « 3. Définitions » et identifiées à l'Annexe A du présent document.

[1] Malgré ce qui précède, toutes les situations de harcèlement ou de violence impliquant un joueur de la LHJMQ et se déroulant durant une partie de la LHJMQ demeurent assujetties aux règles disciplinaires de la LHJMQ et sont traitées à un premier niveau par les officiels de la LHJMQ et à un second niveau par le Directeur du département de la sécurité des joueurs.

[2] L'expression « Personnes associées à la LHJMQ » est définie à la section 3. Définitions.

## 2. OBJECTIFS

La Politique a été adoptée dans le but d'offrir aux employés de la LHJMQ et des équipes aux joueurs, aux officiels et aux autres Personnes associées à la LHJMQ, un environnement exempt de harcèlement, de discrimination et de violence.

La LHJMQ reconnaît que les employés, les officiels, les joueurs et les personnes associées à la LHJMQ ont le droit de travailler ou d'évoluer dans un environnement sans harcèlement ni violence.

La Politique a pour objectif de confirmer l'engagement de la LHJMQ à prévenir et à faire cesser toute situation de harcèlement psychologique, sexuel et/ou discriminatoire, et toute forme de violence, au sein de son entreprise.

Elle vise également à établir les principes d'intervention qui seront appliqués lorsqu'une plainte pour harcèlement et/ou violence sera déposée ou qu'une situation de harcèlement et/ou de violence sera signalée au Bureau du commissaire[3].[3]

## 3. DÉFINITIONS

**Personnes responsables :** Les personnes désignées par la LHJMQ pour voir à la promotion et à l'application de la Politique. Ces personnes sont identifiées à l'Annexe A. Des précisions sur le rôle de ces personnes figurent aussi à l'Annexe A.

**Personnes associées à la LHJMQ** : joueurs, officiels, représentants, fournisseurs, sous-contractants, stagiaires, bénévoles, familles de pension, visiteurs ou spectateurs de la LHJMQ.

**Harcèlement psychologique** : Conduite vexatoire se manifestant soit par des comportements, des paroles, des actes ou des gestes répétés, qui sont hostiles ou non désirés, laquelle porte atteinte à la dignité ou à l'intégrité psychologique ou physique d'une personne et qui entraîne, pour celle-ci, un milieu de travail, sportif, d'étude ou de prestation de services néfaste. Une seule conduite grave peut aussi constituer du harcèlement, si elle porte une telle atteinte et produit un effet nocif continu pour la personne. Aux fins de la Politique, cette définition inclut notamment le harcèlement sexuel et discriminatoire, les menaces, l'intimidation et le cyberharcèlement.

**Harcèlement sexuel** : s'entend du fait pour une personne d'adopter, pour des raisons fondées sur le sexe, l'orientation sexuelle, l'identité sexuelle ou de genre, l'expression de l'identité sexuelle ou de genre, une ligne de conduite caractérisée par des remarques ou des gestes vexatoires contre une personne à l'occasion du travail lorsqu'elle sait ou devrait raisonnablement savoir que ces remarques ou ces gestes sont importuns. Plus précisément, on entend par harcèlement sexuel une conduite qui se manifeste par des

[3] Au Québec, les employeurs ont l'obligation de prendre les moyens raisonnables pour prévenir le harcèlement psychologique et, lorsqu'une telle conduite est portée à leur connaissance, pour la faire cesser. Ils doivent notamment adopter et rendre disponible à leurs salariés une politique de prévention du harcèlement psychologique et de traitement des plaintes, incluant entre autres un volet concernant les conduites qui se manifestent par des paroles, des actes ou des gestes à caractère sexuel. Voir à cet effet : https://www.cnesst.gouv.qc.ca/fr/prevention-securite/milieu-travail-sain/harcelement-au-travail/obligations-lemployeur-en-matiere-harcelement

mots, gestes ou comportements à connotation sexuelle, qui sont non-souhaités/non-sollicités, et qui par leur nature portent atteinte à la dignité de la personne ou à son intégrité physique ou psychologique ou qui peuvent mener à des conditions de travail défavorables pour cette personne.

**Violence à caractère sexuel** : toute forme d'inconduite ou de violence commise sans consentement par le biais de pratiques sexuelles ou en ciblant la sexualité, dont l'agression sexuelle et le harcèlement sexuel. La notion de violence à caractère sexuel englobe toute inconduite qui se manifeste notamment par des gestes, des paroles, comportements ou attitudes à caractère sexuel non consentis, avec ou sans contacts physiques.

**Harcèlement discriminatoire** : harcèlement fondé sur l'un ou l'autre des motifs énumérés dans l'article 10 de la *Charte des droits et libertés de la personne*[4], soit la race, la couleur, le sexe, l'identité ou l'expression de genre, la grossesse, l'orientation sexuelle, l'état civil, l'âge sauf, dans la mesure prévue par la loi, la religion, les convictions politiques, la langue, l'origine ethnique ou nationale, la condition sociale, le handicap ou l'utilisation d'un moyen pour pallier ce handicap. Il peut aussi s'agir de harcèlement fondé sur le statut d'un joueur dans son équipe ou dans la LHJMQ.

**Intimidation** : comportement agressif et répété, adopté avec l'intention de blesser une autre personne, physiquement, mentalement ou émotionnellement, et/ou de gagner un certain pouvoir sur cette personne. L'intimidation peut être individuelle ou collective.

**Cyberharcèlement** : toute forme de harcèlement commis par un individu, ou par un groupe d'individus, qui rejoint ses victimes par l'intermédiaire des médias sociaux, du réseau Internet, incluant les courriels, et toute communication via la messagerie instantanée ou texte d'un cellulaire, ordinateur et tablette.

**Menace :** réfère à tout propos, direct ou indirect, verbal ou écrit, (incluant par l'entremise des médias sociaux) exprimant l'intention de blesser quelqu'un.

**Violence en milieu de travail** : aux fins de la Politique, il y a trois formes de violence en milieu de travail :

- l'emploi de la force physique par une personne, à l'endroit d'un employé ou d'une Personne associée à la LHJMQ se trouvant sur un lieu travail de la LHJMQ, qui cause ou est susceptible de causer une blessure physique à cet employé ou à cette Personne associée à la LHJMQ;
- une tentative d'exercer de la force physique à l'endroit d'un employé ou d'une Personne associée à la LHJMQ se trouvant sur un lieu de travail de la LHJMQ, susceptible de causer une blessure physique à cette personne; ou
- des propos ou un comportement pouvant être raisonnablement interprétés comme une menace d'employer de la force physique contre un employé ou une Personne associée à la LHJMQ présente sur un lieu de travail de la LHJMQ, susceptible de causer une blessure physique à cette personne.

La violence en milieu de travail inclut aussi la violence verbale, l'intimidation, l'agression physique, l'agression sexuelle, la traque (*stalking)*, le harcèlement, le lancer ou la destruction d'objet, ou menace associée à de tels comportements au sein du milieu de travail.

[4] RLRQ, c. C-12.

ATTENTION : il arrive parfois que les définitions se chevauchent. À titre d'exemple, l'intimidation et la menace peuvent tantôt être considérés comme du harcèlement et tantôt comme de la violence. Peu importe sous quel angle ils sont abordés, de tels comportement ne sont pas tolérés par la LHJMQ et pourront faire l'objet de signalements et de plaintes.

Des exemples, non exhaustifs, de conduites pouvant être qualifiées de « harcèlement » sont reproduits à l'Annexe B.

**Plainte :** Une plainte formelle déposée à la LHJMQ par le biais du formulaire de plainte que l'on retrouve à l'Annexe E de la Politique.

**Signalement :** Une divulgation d'informations qui ne constitue pas une plainte formelle, mais qui vise à signaler ou à dénoncer à la LHJMQ une situation à risque pour le climat de travail, susceptible de mener à des actions de sa part.

**Plaignant :** Personne qui dépose une plainte formelle en application de la Politique;

**Mis en cause** : Personne faisant l'objet d'une plainte ou d'un signalement relativement à un manquement à la Politique;

## 4. PRÉCISION

Attention : la notion de « harcèlement » n'inclut pas un conflit interpersonnel, un stress lié au travail, des contraintes professionnelles difficiles ou encore l'exercice normal du droit de gérance de la LHJMQ (gestion de la présence au travail, organisation du travail, suivi du rendement, mesure disciplinaire ou administrative, etc.).

## 5. ÉNONCÉ DE POLITIQUE

La LHJMQ ne tolère aucune forme de harcèlement ou de violence, au sein de son entreprise, que ce soit notamment :

- par des gestionnaires envers des employés ou des Personnes associées à la LHJMQ;
- entre des collègues;
- par des employés envers leurs supérieurs ou envers des Personnes associées à la LHJMQ;
- de la part de toute Personne associée à la LHJMQ envers un employé de la LHJMQ ou une autre Personne associée à la LHJMQ.

Tout comportement lié à du harcèlement ou de la violence peut entraîner l'imposition de mesures administratives et/ou disciplinaires pouvant aller jusqu'au congédiement dans le cas d'un employé de la LHJMQ ou à l'interdiction de participer aux activités de la LHJMQ dans le cas d'une Personne associée à la LHJMQ.

## 6. PORTÉE

Cette Politique s'applique à l'ensemble du personnel de la LHJMQ et aux Personnes associées à la LHJMQ, et à tous les niveaux hiérarchiques, notamment dans les lieux et contextes suivants :

- les lieux de travail;
- les aires communes;
- tout autre endroit où les personnes effectuent leur prestation de travail ou doivent se trouver dans le cadre de leur emploi ou leurs fonctions pour la LHJMQ (ex. : dans les milieux des équipes de la LHJMQ, dans les écoles, dans les familles de pension, lors de réunions, de formations ou conférences à l'interne ou à l'externe, de déplacements ou d'activités sociales organisées par la LHJMQ ou par l'une de ses équipes, etc.);
- les communications, par tout moyen, technologique ou autre, y compris les médias sociaux, lorsque ces communications ont un lien direct ou indirect avec le travail.

## 7. ATTENTES ENVERS LE PERSONNEL

Il appartient à tout le personnel et aux Personnes associées à la LHJMQ d'adopter un comportement favorisant le maintien d'un milieu de travail exempt de harcèlement et de violence.

Tous les membres du personnel et les personnes associées à la LHJMQ doivent signaler aux personnes responsables un incident de harcèlement ou de violence à la LHJMQ dès que les circonstances le permettent.

Il appartient également à tout le personnel et aux Personnes associées à la LHJMQ de collaborer dans le cadre des mécanismes mis en place par la LHJMQ pour prévenir et faire cesser le harcèlement et la violence.

## 8. MÉCANISME DE TRAITEMENT DES PLAINTES OU DES SIGNALEMENTS

Premier niveau d'intervention : résoudre la situation soi-même. Lorsque cela est possible, l'employé ou la Personne associées à la LHJMQ qui croit subir du harcèlement ou de la violence devrait d'abord informer la personne concernée que son comportement est indésirable et qu'elle devrait y mettre fin. L'employé ou la Personne associé à la LHJMQ devrait également noter la date et les détails des incidents ainsi que les démarches effectuées pour tenter de régler la situation.

Deuxième niveau d'intervention : demande d'assistance pour tenter de résoudre la situation. Si l'employé qui croit subir du harcèlement ou de la violence n'est pas à l'aise de s'adresser à la personne concernée ou si la conduite inappropriée se poursuit même après une tentative conformément au premier niveau d'intervention, l'employé devrait signaler la situation à son supérieur immédiat ou à l'une des Personnes responsables afin que soient identifiés les comportements problématiques et les moyens requis pour les faire cesser.

Dans le cas d'une Personne associée à la LHJMQ, si elle n'est pas à l'aise de s'adresser à la personne concernée ou si la conduite inappropriée se poursuit même après une tentative conformément au premier niveau d'intervention, elle devrait s'adresser à l'une des Personnes responsables afin que soient identifiés les comportements problématiques et les moyens requis pour les faire cesser.

Troisième niveau d'intervention : dépôt d'une plainte formelle. L'employé ou la Personne associée à la LHJMQ qui croit toujours subir du harcèlement ou de la violence malgré les

tentatives de résolution en application du premier et/ou du second niveau d'intervention devrait déposer une plainte formelle. Les comportements reprochés et les détails des incidents (moment de la survenance des faits, nom du ou des mis en cause, circonstances entourant les faits, identité des témoins potentiels, etc.), doivent être décrits avec autant de précisions que possible, pour qu'une intervention puisse être réalisée rapidement pour faire cesser la situation problématique. À cet effet, un formulaire de plainte est mis à la disposition du personnel.

Témoin. La personne qui est témoin d'une situation de harcèlement ou de violence devrait signaler cette situation à l'une des Personnes responsables désignées par la LHJMQ.

Délai. Toute plainte peut être déposée, ou tout signalement effectué, dans les deux (2) ans de la dernière manifestation de harcèlement ou de violence. Toutefois, tout employé ou toute Personne associée à la LHJMQ qui s'estime victime de harcèlement ou de violence ou qui croit en avoir été témoin devrait porter plainte ou effectuer un signalement dès que possible, et ce, afin de permettre à la LHJMQ d'assurer le traitement diligent de la situation.

**a. L'analyse de recevabilité de la plainte ou du signalement et l'enquête**

Sur réception d'une plainte ou d'un signalement, la Personne responsable doit tout d'abord analyser la plainte ou le signalement pour voir s'ils sont recevables. La Personne responsable peut faire cette analyse elle-même ou mandater une personne, interne ou externe, pour le faire à sa place. À cette étape, on doit simplement déterminer si les allégations de harcèlement ou de violence, si elles étaient prouvées, pourraient constituer une forme de harcèlement ou de violence interdite par la Politique.

Si une plainte est jugée irrecevable, la Personne responsable en avise le plaignant.

Si la plainte ou le signalement sont jugés recevables, il faudra alors procéder à une enquête. Selon la situation, la Personne responsable peut enquêter elle-même ou mandater une personne, à l'interne ou à l'externe, pour procéder à l'enquête.

L'enquête est un processus confidentiel et respectueux des personnes concernées. L'enquête débute le plus rapidement possible afin de tenter d'éviter de porter préjudice aux parties impliquées.

Si la personne qui fait enquête le juge approprié, notamment lorsque la gravité des circonstances le justifie, elle peut proposer au Commissaire de la LHJMQ que certaines mesures intérimaires soient prises pendant l'enquête. Par exemple, une telle mesure pourrait être la suspension administrative ou le déplacement d'un ou de plusieurs mis en cause. De telles mesures, le cas échéant, ne constituent pas une reconnaissance de l'existence d'une situation de harcèlement ou de violence mais visent à protéger le climat de travail et la santé et la dignité des personnes impliquées, avant la conclusion de l'enquête.

Dans le cadre de son enquête, l'enquêteur doit :

- Aviser les parties de leurs droits et de leurs responsabilités ;
- Faire signer un accord de confidentialité ;
- Rencontrer chacune des parties et les témoins séparément (lors de cette rencontre, les parties peuvent être accompagnées d'une personne de leur choix si elles le

désirent) ;

- Recueillir les déclarations écrites et signées de chacune des parties ainsi que des témoins, s'il y a lieu.
- Produire avec diligence un rapport d'enquête et le remettre au Commissaire de la LHJMQ.

### b. Décision et sanctions

À la suite de la réception d'un rapport d'enquête, le Commissaire de la LHJMQ décide s'il y a lieu ou non d'imposer une sanction disciplinaire, une mesure administrative ou une combinaison des deux. Le Commissaire, s'il le désire, peut transmettre une copie du rapport d'enquête au Comité indépendant du programme d'aide aux joueurs de la LHJMQ et demander à ce comité de lui faire une recommandation quant à la ou aux sanction(s) qui devraient, le cas échéant, être imposées en l'espèce.

Si le Commissaire de la LHJMQ est personnellement visé par la plainte, en tant que plaignant ou mis en cause, le rapport d'enquête sera alors remis au président de l'Assemblée des membres de la LHJMQ. Celui-ci pourra, s'il le désire, transmettre une copie du rapport d'enquête au Comité indépendant du programme d'aide aux joueurs de la LHJMQ et demander à ce comité de lui faire une recommandation quant à la ou aux sanction(s) qui devraient, le cas échéant, être imposées en l'espèce.

## 9. PRINCIPES D'INTERVENTION

**En cas de plainte ou de signalement de harcèlement ou de violence, la LHJMQ s'engage à:**

- prendre en charge la plainte ou le signalement dans les plus brefs délais;
- offrir aux personnes concernées de tenir, lorsque la situation s'y prête, une médiation en vue de tenter de régler la situation problématique;
- mettre en place les mécanismes appropriés pour traiter les situations de harcèlement ou de violence portées à la connaissance de la LHJMQ.
- protéger la confidentialité du processus d'intervention, notamment des renseignements relatifs à la plainte ou au signalement, à moins que ces renseignements ne soient nécessaires au traitement d'une plainte ou d'un signalement, à la conduite d'une enquête ou à l'imposition de mesures disciplinaires ou administratives;
- informer les personnes concernées de la conclusion de l'enquête, le cas échéant;
- prendre toutes les mesures raisonnables pour régler la situation, y compris notamment les mesures disciplinaires et/ou administratives appropriées ou les mesures intérimaires nécessaires à la protection du climat de travail et de la santé et de la dignité des personnes impliquées.

## 10. PLAINTE DE MAUVAISE FOI

La personne qui dépose une plainte mensongère, abusive ou dans le but de nuire à autrui est passible de mesures administratives et/ou disciplinaires, selon le cas, pouvant aller jusqu'au congédiement dans le cas d'un employé de la LHJMQ ou à l'interdiction de participer aux

activités de la LHJMQ dans le cas d'une Personne associée à la LHJMQ.

## 11. CLAUSE ANTI-REPRÉSAILLES

Dans le cadre du traitement et du règlement d'une situation ayant trait à du harcèlement ou de la violence au travail, nul ne doit subir de préjudice ou faire l'objet de représailles en raison d'un signalement effectué ou d'une plainte déposée de bonne foi ou de sa participation à un processus mis sur place par la LHJMQ.

## 12. CONTRAVENTION À LA POLITIQUE

Toute personne qui commet un manquement à la Politique pourra faire l'objet d'une mesure administrative et/ou d'une mesure disciplinaire. Le choix de la ou des mesure(s) applicable(s) tiendra compte de la gravité et des conséquences du ou des gestes ainsi que du dossier de la personne ayant posé ce ou ces gestes.

## 13. SUPPORT AUX ÉQUIPES QUI LE DÉSIRENT DANS LE CADRE DU TRAITEMENT DES PLAINTES OU DES SIGNALEMENTS QU'ILS RECOIVENT

Considérant que les équipes de la LHJMQ n'ont pas toujours les ressources nécessaires pour pouvoir traiter rapidement et efficacement les plaintes ou signalements de harcèlement ou de violence qu'elles reçoivent, la LHJMQ accepte de mettre les Personnes responsables à la disposition des équipes qui le désirent.

Ainsi, si une équipe le désire, elle pourra transmettre toute plainte ou signalement de harcèlement ou de violence qu'elle recevra, concernant l'un de ses employés ou une Personne associée à la LHJMQ, à l'une des Personnes responsables de la LHJMQ.

Le mécanisme de traitement de la plainte ou du signalement sera alors le même que celui prévu à l'article 8, en faisant les adaptations nécessaires.

Il est entendu que les frais qui pourraient alors être engendrés par le fait de mandater une personne externe pour faire l'analyse de la recevabilité et/ou l'enquête au sujet du signalement ou de la plainte seront à la charge exclusive de l'équipe.

En outre, le rapport de l'enquêteur sera alors transmis au directeur général de l'équipe ou, si la plainte ou le signalement implique celui-ci, au président de l'équipe, et les décisions (mesures administratives et/ou disciplinaires) qui en découleront, le cas échéant, seront prises par le directeur général ou le président de l'équipe, selon le cas, et non par le Commissaire de la LHJMQ.

## 14. COMMUNICATION

Dans les trente (30) jours suivant l'adoption de la Politique, une copie de cette dernière sera remise à chaque employé qui y est assujetti, de même qu'aux joueurs et aux officiels. Les employés, les joueurs et les officiels seront formés à la présente politique et doivent communiquer avec la personne responsable s'ils ont besoin d'une formation supplémentaire à ce sujet. Chacune de ces personnes devra prendre connaissance de la Politique et signer l'engagement prévu à l'Annexe C.

Tout nouvel employé, joueur ou officiel recevra copie de la Politique lors de son embauche. Il devra en prendre connaissance et signer l'engagement prévu à l'Annexe C.

Une copie de l'Annexe C signée par un employé ou un nouvel employé devra être déposée à son dossier d'employé.

Une copie de l'Annexe C, signée par un joueur ou un officiel, sera conservée dans les dossiers de la LHJMQ.

Cette politique sera révisée par la LHJMQ au moins une fois par année.

_____ _____

*M. Gilles Courteau* Date
Commissaire de la LHJMQ

# ANNEXE A

## PERSONNES RESPONSABLES DÉSIGNÉES PAR LE BUREAU DU COMMISSAIRE AUX FINS DE L'APPLICATION DE LA PRÉSENTE POLITIQUE

[redacted]

**La LHJMQ:**

- s'assurera que les Personnes responsables désignées soient dûment formées et auront les outils nécessaires à leur disposition pour le traitement et le suivi, efficaces et adéquats, des plaintes et signalements déposés en vertu de la Politique;
- libérera du temps de travail afin que les Personnes responsables désignées puissent réaliser les fonctions qui leur ont été attribuées.

**Les Personnes responsables doivent principalement :**

- informer le personnel de la ligue et des équipes quant à l'existence de la Politique et la promouvoir;
- intervenir de façon informelle afin de tenter de régler les situations potentiellement problématiques portées à leur connaissance ;
- recevoir les plaintes et les signalements;
- tenter de procéder à la médiation entre les parties impliquées dans une plainte ou un signalement lorsque la situation s'y prête;
- s'assurer de faire ou de faire faire l'analyse de recevabilité de chaque plainte ou signalement et de faire ou de faire faire l'enquête lorsque la plainte ou le signalement est recevable;
- recommander au Commissaire de la LHJMQ ou au directeur général ou au président d'une équipe, selon le cas, la nature des actions à réaliser pour faire cesser les situations de harcèlement ou de violence portées à son attention.

**Engagement des Personnes responsables**

Par la présente, je déclare mon engagement à respecter la Politique et j'assure que mes interventions seront impartiales, respectueuses et confidentielles.

_____ _____

***Signature de la personne responsable n$^{o}$ 1*** **Date**

_____ _____

***Signature de la personne responsable n$^{o}$ 1*** **Date**

**ANNEXE B**

## EXEMPLES DE VIOLENCE À CARACTÈRE SEXUELLE

**Toute forme d'inconduite ou de violence commise sans consentement par le biais de pratiques sexuelles ou en ciblant la sexualité, dont l'agression sexuelle et le harcèlement sexuel. La notion de violence à caractère sexuel englobe toute inconduite qui se manifeste notamment par des gestes, des paroles, comportements ou attitudes à caractère sexuel non consentis, avec ou sans contacts physiques, comme :**

- Les propos sexistes;
- L'attentat à la pudeur;
- L'exploitation sexualisée;
- La production ou l'utilisation d'images sexuelles dégradantes;
- Le voyeurisme;
- L'exhibitionnisme;
- Le cyberharcèlement;
- L'exploitation sexuelle;
- Manifestations abusives d'intérêt non désiré.

## EXEMPLES DE HARCÈLEMENT PSYCHOLOGIQUE OU SEXUEL

**Les comportements qui suivent pourraient être considérés comme étant des conduites vexatoires constituant du harcèlement s'ils correspondent à la définition de harcèlement prévue par la loi.**

**Comportements pouvant être liés à du harcèlement psychologique**

- lntimidation, cyberintimidation, menaces, isolement;
- Propos ou gestes offensants ou diffamatoires à l'égard d'une personne ou de son travail en fonction de sa race, son sexe, de son orientation sexuelle, son statut dans l'équipe ou dans la ligue, etc.);
- Violence verbale;
- Dénigrement.

**Comportements pouvant être liés à du harcèlement sexuel**

- Toute forme d'attention ou d'avance non désirée à connotation sexuelle, par **exemple :**
  - sollicitation insistante,
  - regards inappropriés, baisers ou attouchements,
  - insultes sexistes, propos grossiers;
- Propos, blagues ou images à connotation sexuelle par tout moyen, technologique ou autres.

**ANNEXE C**

Par la présente, je déclare avoir pris connaissance de la Politique de prévention et de traitement du harcèlement et de la violence de la LHJMQ et en avoir compris le contenu. En outre, et toujours par la présente, je m'engage à respecter cette politique.

Date : _____/ _____/ _____

_____
(nom en lettres moulées)

_____
(Signature)

_____
(Statut en lettres moulées : (employé, joueur ou officiel)

Copie : Dossier de l'employé ou dossiers de la LHJMQ dans le cas d'un joueur ou d'un officiel

# ANNEXE D

## POLITIQUE DE PRÉVENTION ET DE TRAITEMENT DU HARCÈLEMENT ET DE LA VIOLENCE ADOPTÉE PAR LES ÉQUIPES DU NOUVEAU-BRUNSWICK ET DE L'ÎLE DU PRINCE-EDOUARD

Pour les équipes de la LHJMQ du Nouveau-Brunswick et de l'Île du Prince-Edouard, qui souhaitent utiliser le modèle de politique proposé, vous avez la responsabilité de mener vos propres évaluations des risques de harcèlement et de violence et d'adopter une politique fondée sur les résultats de l'évaluation. Vous devez communiquer avec un avocat de votre province pour vous assurer que la politique soit modifiée, au besoin, afin de respecter les lois et les règlements applicables dans votre territoire.

**ANNEXE E FORMULAIRE DE PLAINTE**

| Information sur la personne qui porte plainte | |
|---|---|
| Nom : | Équipe : |
| Coordonnées : | |
| **Information sur la plainte** | |
| Date : | Plainte enregistrée par : |
| Détails : | |
| Première réponse d'action corrective : | |
| Personne ayant entrepris l'action corrective : | |
| Suivi de l'action corrective : | |
| Quelles sont les dispositions à prendre pour éviter que le problème ne se reproduise? | |
| Date : | |

Signature de la personne qui porte plainte

# CHARTE RELATIVE À LA PREVENTION DE LA VIOLENCE DANS LA LIGUE DE HOCKEY JUNIOR MAJEUR DU QUÉBEC

Dans le sport, comme ailleurs, les comportements violents sont sources de souffrances pour les victimes et entraînent des responsabilités légales, financières et morales pour les organisations sportives et les auteurs de ces violences. La violence, de façon communément admise, se caractérise par une action sur une personne (ou bien le fait de faire agir la personne contre sa volonté) en employant la force et l'intimidation ; autrement dit, elle est une contrainte imposée qui provoque la douleur, la peine ou l'humiliation.

Dans le sport, comme ailleurs, chaque personne a le devoir de partager la responsabilité visant à identifier et à prévenir tous comportements violents commis à l'extérieur des règlements et des lois.

Une attitude de respect et de rejet des différents comportements violents peut contribuer à leur prévention aussi bien à l'intérieur qu'à l'extérieur des structures sportives.

**Dans cet objectif, la Ligue de hockey junior majeur du Québec (LHJMQ), dans le cadre de sa mission de lutte contre la violence dans le hockey,**

- **adopte une charte** visant explicitement la condamnation de tous comportements violents non conformes aux règles de jeu. Cette charte incite les équipes de la LHJMQ à promouvoir une attitude préventive et à respecter les règlements. Elle incite également à la vigilance à l'égard des comportements violents, à la bienveillance à l'égard des victimes et à la mise en œuvre de sanctions appropriées, de procédures de plainte et de soutien,
- **s'engage à** appliquer une politique antiviolence assortie de sanctions appropriées prenant en compte les spécificités de son sport, des équipements sportifs utilisés et du public concerné. Cette politique antiviolence fournit à LHJMQ des moyens d'action rapides, justes et nécessaires lorsqu'un incident lié à un comportement violent survient,
- **protège** la santé des joueurs et l'image du sport**,**
- **reconnaît** que le hockey est un sport de rapidité, de contacts physiques et de robustesse,
- **proclame** comme valeur première le respect**,**
- **rappelle** la responsabilité des équipes d'offrir aux joueurs un environnement où règne le respect mutuel, exposant explicitement le caractère inacceptable de tous comportements violents garantissant leur sécurité, leur épanouissement et leur bien-être,
- **incite** les adultes investis d'une quelconque autorité au sein de la LHJMQ à adopter des directives claires concernant leurs rôles et responsabilités vis à vis des joueurs,
- **préconise** l'appropriation par les équipes des principes permettant de bannir tous comportements violents non conformes aux règles de jeu,
- **soutient** et appuie le travail des officiels exécuté selon les règles et les standards de la ligue,
- **encourage** les équipes à fournir les outils nécessaires et à proposer des activités

d’éducation axées sur la question de la violence dans le sport,

- **propose** des moyens dans le cadre de son programme d’aide aux joueurs pour dénoncer les comportements violents et venir en aide aux personnes concernées.

# POLITIQUE ANTIDISCRIMINATOIRE

Adoptée par le bureau des gouverneurs en décembre 2006
Et révisée par l'Assemblée des membres de la LHJMQ en septembre 2021

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## 1) PREAMBULE

La Ligue de Hockey Junior Majeur du Québec (« LHJMQ ») s'engage à fournir un milieu de vie sain où toute personne participant aux activités et opérations de la LHJMQ est traitée avec respect et dignité.

La LHJMQ souscrit entièrement aux valeurs fondamentales suivant lesquelles toute personne a droit à la reconnaissance et à l'exercice, en pleine égalité, des droits et libertés de la personne sans distinction, exclusion ou préférence fondées, non limitativement, sur la race, la couleur, le sexe, l'identité ou l'expression de genre, la grossesse, l'orientation sexuelle, l'état civil, l'âge sauf, dans la mesure prévue par la loi, la religion, les convictions politiques, la langue, l'origine ethnique ou nationale, la condition sociale, le handicap ou l'utilisation d'un moyen pour pallier ce handicap.

Le statut d'un joueur dans son équipe ou au sein de la LHJMQ est également pris en considération.

Aucune forme de discrimination ne sera tolérée au sein de la LHJMQ.

## 2) OBJECTIFS DE LA POLITIQUE

a) Fournir et faire respecter un climat antidiscriminatoire où toute personne participant aux activités de la LHJMQ est traitée avec respect et dignité ;
b) Prévenir toute forme de discrimination ;
c) Ne tolérer aucune forme de discrimination ;
d) Intervenir dans tous les cas de conduite discriminatoire portée à la connaissance de la LHJMQ ;
e) Imposer des sanctions appropriées à toute personne relevant de l'autorité de la LHJMQ et qui fait défaut de respecter la présente politique.

## 3) CHAMP D'APPLICATION

Cette politique s'applique à tous les membres du personnel de la LHJMQ, incluant les officiels, de même qu'aux joueurs et à tout le personnel (dirigeants, officiers,

administrateurs, gérants, entraîneurs, soigneurs) de chaque équipe membre de la LHJMQ, ainsi qu'à tout membre du public qui participe, en sa qualité de spectateur ou de toute autre manière, à l'une ou l'autre des activités de la LHJMQ.

La présente politique s'applique pour tout incident de nature discriminatoire qui peut survenir tant au cours du déroulement d'une partie de hockey de la LHJMQ qu'à l'extérieur de la patinoire dans le cadre des activités de la LHJMQ.

4) **DEFINITION DE CONDUITE DISCRIMINATOIRE**

Dans le cadre de la présente politique, une conduite discriminatoire est une conduite vexatoire se manifestant soit par des comportements, des paroles, des actes, des gestes ou des écrits, lesquels portent atteinte à la dignité et à l'honneur de toute personne et sont faits en relation avec la race, la couleur, le sexe, l'identité ou l'expression de genre, la grossesse, l'orientation sexuelle, l'état civil, l'âge sauf, dans la mesure prévue par la loi, la religion, les convictions politiques, la langue, l'origine ethnique ou nationale, la condition sociale, le handicap ou l'utilisation d'un moyen pour pallier ce handicap, le statut d'un joueur dans son équipe ou au sein de la LHJMQ.

5) **PRINCIPES**

a) La LHJMQ s'engage à appliquer une politique antidiscriminatoire basée sur le principe de « tolérance zéro » de sorte qu'aucune discrimination ne sera acceptée.
b) La LHJMQ s'engage à prendre les moyens appropriés pour diffuser les principaux éléments de sa politique antidiscriminatoire.
c) De la même manière, la LHJMQ s'engage à sensibiliser l'ensemble des personnes œuvrant ou participant aux activités de la LHJMQ aux objectifs de la présente politique.
d) Il incombe à chaque personne visée par cette politique d'éviter d'adopter un comportement discriminatoire ou susceptible d'être considéré comme étant discriminatoire.
e) Il incombe également à chaque équipe, membre de la LHJMQ, de prendre les dispositions requises afin d'assurer l'application de la présente politique et notamment, lorsque des spectateurs, dans le cadre des activités de l'équipe, font preuve d'une conduite discriminatoire inacceptable.
f) L'imposition de toute sanction, en cas de contravention à la présente politique, sera effectuée suivant la procédure prévue dans les Règlements de la LHJMQ en matière disciplinaire.

6) **SANCTIONS**

a) Tout joueur de la LHJMQ, qui contrevient aux dispositions de la présente politique, se verra imposer une mesure disciplinaire d'un minimum de 5 matchs par le Commissaire de la LHJMQ.
b) Tout membre du personnel de la LHJMQ, qui contrevient aux dispositions de la présente politique, se verra imposer une mesure disciplinaire pouvant aller jusqu'au congédiement.
c) Tout membre d'une équipe de la LHJMQ (officiers, dirigeants, administrateurs, gérants, entraîneurs et soigneurs) qui contrevient aux dispositions de la présente politique, se verra imposer une mesure disciplinaire par le Commissaire de la LHJMQ, soit une amende ou une suspension selon la gravité de la conduite

discriminatoire.

d) Toute équipe, membre de la LHJMQ, qui contrevient aux dispositions de la présente politique ou qui ne prend pas les mesures pour en assurer l'application se verra octroyer une amende dont le montant sera déterminé par le Commissaire de la LHJMQ.
e) Toute personne qui participe à l'une ou l'autre des activités d'une équipe membre de la LHJMQ, à titre de spectateur ou de toute autre manière, si elle fait preuve d'une conduite discriminatoire, pourra recevoir un avertissement et même dans certains cas, selon la gravité ou le caractère répétitif de la conduite reprochée, être expulsée de l'amphithéâtre.

# Code de civilité des membres du personnel

Le code de civilité [Ligue/Équipe] est un énoncé d'attitudes et de comportements associés au savoir- vivre, que nous encourageons pour maintenir un milieu de travail respectueux, harmonieux et efficace.

Tous les employés [Ligue/Équipe], toutes catégories d'emploi confondues, doivent respecter ce code dans leurs activités internes et externes reliées au travail. De fait, pour que le code de civilité génère les résultats escomptés, l'adhésion de chaque employé et son engagement à le respecter et le promouvoir quotidiennement dans le cadre de son travail sont essentiels.

Au-delà des tâches à effectuer, ce sont la qualité des relations interpersonnelles et la façon dont chacun collabore avec ses collègues qui influencent le climat de travail.

| AGIR AVEC RESPECT AU QUOTIDIEN, C'EST : | AGIR AVEC RESPECT, C'EST ÉVITER : |
|---|---|
| • être courtois et poli<br>• considérer les opinions des autres<br>• utiliser un ton de voix convenable<br>• respecter la hiérarchie<br>• respecter ses collègues<br>• être ponctuel dans la mesure du possible | • de participer à la communication « dorsale »<br>• de faire du sarcasme<br>• de pratiquer le jugement et les sous-entendus<br>• de lancer ou alimenter des rumeurs<br>• de s'attribuer la réalisation du travail d'un autre |

| AGIR AVEC COLLABORATION AU QUOTIDIEN, C'EST : | AGIR AVEC COLLABORATION, C'EST ÉVITER : |
|---|---|
| • s'entraider entre collègues<br>• être positif et réceptif<br>• développer son autonomie à la suite de la collaboration<br>• partager ses idées et connaissances<br>• être consciencieux | • de s'isoler et d'agir de manière individualiste<br>• d'être condescendant ou arrogant<br>• de se montrer indisponible pour ses collègues<br>• de créer des conflits interpersonnels<br>• d'avoir des relations inappropriées entre collègues, avec un client ou toute autre personne sous notre autorité |

| AGIR AVEC OUVERTURE AU QUOTIDIEN, C'EST : | AGIR AVEC OUVERTURE, C'EST ÉVITER : |
|---|---|
| • accepter les changements et s'y adapter<br>• respecter les goûts et les coutumes des autres<br>• donner la chance aux autres de s'exprimer<br>• être capable d'en venir à un compromis en cas de conflit<br>• respecter les divergences d'opinions | • d'entretenir des préjugés<br>• de ne pas écouter les autres<br>• d'être sur la défensive<br>• de manipuler les autres<br>• d'interpréter des paroles ou des gestes<br>• de tenir à ses idées à tout prix de ne pas essayer de bien comprendre les changements qui se produisent |

| COMMUNIQUER EFFICACEMENT AU QUOTIDIEN, C'EST : | COMMUNIQUER EFFICACEMENT, C'EST ÉVITER : |
|---|---|
| • avoir une bonne écoute, être réceptif<br>• s'assurer que le message est bien compris<br>• avoir de l'empathie<br>• partager l'information à temps<br>• adopter un ton de communication agréable | • de parler avec agressivité<br>• de faire des commentaires négatifs non constructifs et des remarques désobligeantes<br>• de communiquer la mauvaise information ou négliger de mentionner l'information pertinente<br>• d'adopter un comportement provoquant<br>• de s'isoler |

**ACTIONS À ENTREPRENDRE EN CAS D'INCIVILITÉS RÉPÉTÉES :**

- Il est suggéré à l'employé qui se sent victime d'une incivilité de communiquer avec la personne concernée pour lui parler de son comportement indésirable et de ses effets nuisibles ainsi que lui rappeler le code de civilité en place dans l'organisation.
- Si le comportement ne change pas, l'employé peut parler une seconde fois à la personne au comportement indésirable. Si celui-ci persiste, l'employé peut en parler avec son gestionnaire.
- Le gestionnaire rencontre la personne au comportement présumé discourtois pour lui demander sa version des faits, lui signifier l'importance de la civilité, lui rappeler le code et clarifier ses attentes.
- Selon la situation et l'ouverture des personnes en cause, le gestionnaire peut ensuite inviter l'employé plaignant et faciliter le dialogue entre les deux personnes pour qu'elles arrivent à s'entendre directement.
- Le gestionnaire fait un suivi pour s'assurer que la situation est résolue. Sinon, le gestionnaire doit prendre les mesures nécessaires pour faire cesser les incivilités avant que la situation se détériore encore plus. Cela peut inclure des mesures disciplinaires.

Nom de l'employé : Signature :
Date :

# LIGUE DE HOCKEY JUNIOR MAJEUR DU QUÉBEC

# GUIDE POUR LES FAMILLES D'ACCUEIL

La LHJMQ et ses équipes vous remercient pour votre intérêt à devenir une famille d'accueil pour nos joueurs. Votre rôle est important pour nous, les joueurs et leurs familles.

La majorité des joueurs ne proviennent pas de la ville où leur équipe évolue et ils doivent vivre en famille d'accueil. Comme ils sont âgés entre 16 et 20 ans, que plusieurs joueurs quittent pour la première fois le nid familial et qu'ils peuvent être échangés à une autre équipe, ils ont besoin d'une famille d'accueil offrant un bel encadrement pour atténuer le stress et l'incertitude créés par l'éloignement de leurs proches et le nouvel environnement.

Ce guide a été rédigé pour vous aider dans votre rôle et pour mieux définir les règles.

**Famille d'accueil**

Une famille d'accueil est appelée à fournir bien plus qu'un simple lit pour dormir; elle se doit de préparer des repas nutritifs, d'être à l'écoute du joueur, de lui faire respecter des règles et de lui offrir du soutien en cas de besoin. Le joueur doit se sentir à l'aise, comme s'il était chez lui, comme un membre de la famille. C'est bien sûr un investissement de temps, mais c'est aussi une expérience très enrichissante pour tous les membres de cette famille.

**Processus de sélection**

Tous les parents des familles d'accueil doivent passer une entrevue et fournir des références. Des vérifications sur des antécédents judiciaires seront faites. Un responsable des familles d'accueil visitera leur demeure et fournira toutes les explications requises. Toute famille d'accueil doit répondre aux normes établies par la LHJMQ.

**Mission de la LHJMQ**

La Ligue de hockey junior majeur du Québec a comme mission de développer des joueurs pour le hockey professionnel tout en les encadrant dans leur parcours scolaire afin d'en faire des citoyens responsables et éduqués. Elle doit offrir un spectacle de qualité dans un cadre financier qui lui permet d'assurer la pérennité de sa mission.

La LHJMQ, les gestionnaires et les membres du personnel des équipes s'engagent à vous soutenir dans votre rôle et à optimiser votre expérience.

**Éducation**

L'éducation des joueurs est une priorité pour la ligue et ses équipes. Tous les joueurs ont l'obligation de suivre des cours (voir politique scolaire). Ils sont tous inscrits à des cours selon leur niveau scolaire, leur provenance et les programmes offerts. Chaque équipe a un conseiller pédagogique qui veille à la poursuite des études des joueurs. C'est la personne ressource vers qui les familles de pension peuvent se référer si elles ont des questions sur le plan scolaire. Toute absence non motivée à l'école doit être communiquée à l'équipe et est passible de sanction.

**COVID-19 : Mesures émises par les autorités de la Santé publique**

Dans le cadre du protocole sanitaire et médicale dans le contexte de la COVID-19, la LHJMQ, avec la collaboration de divers experts, a adopté plusieurs mesures afin d'assurer les activités de la ligue dans un contexte sécuritaire. Cette démarche a été faite en tenant compte des directives et mesures dictées par la Direction de la Santé publique de chacune des 4 provinces du territoire de la LHJMQ.

Les familles de pension et les règles de fonctionnement établies doivent respecter les lignes directrices des autorités de la Santé publique. Parmi celles-ci, on relève les directives principales suivantes :

- Compte tenu des exigences actuelles en matière de quarantaine, les équipes doivent prévoir les périodes d'auto-isolement selon les directives émises par la Santé publique pour certaines catégories de joueurs.
- En cas de quarantaine pour certains joueurs, voici les directives à respecter :
- Rester à leur domicile (pension ou résidence familiale s'ils y habitent pendant la saison) pendant 5 jours ;
- Respecter les consignes durant les 5 jours suivants (port du masque, éviter les contacts avec les personnes vulnérables, éviter de participer à des évènements sociaux non essentiels;
- Possibilité de sortir à l'extérieur en demeurant toutefois dans la cour de la maison ;
- Ne se déplacer dans des lieux publics à aucun moment ;
- Si d'autres personnes habitent avec le joueur, appliquer le principe de distanciation physique ;
- Utiliser une autre salle de bain si possible ;
- Nettoyer fréquemment les surfaces partagées comme les comptoirs, les robinets, les interrupteurs et les poignées de porte.
- Chaque membre d'une famille de pension âgé de 12 ans et plus devra être complètement vacciné pour permettre à une famille d'accueillir un ou plusieurs joueurs.
- Les familles de pension et les joueurs doivent respecter la distanciation physique.
- Des masques, fournis par l'équipe, doivent être mis à disposition des joueurs et des familles de pension notamment pour les personnes qui ne sont pas pleinement vaccinées

Une personne identifiée au sein de la famille de pension devra remplir quotidiennement pour tous les membres de la famille le questionnaire électronique relié aux symptômes de la COVID-19.

Lors de la présence de symptômes chez un membre de la famille de pension ou un joueur résident dans la famille de pension, les règles d'isolement et de test de dépistage ainsi que les règles d'hygiène essentielles suivantes doivent être respectées :

- Hygiène des mains
    - L'hygiène des mains désigne le lavage des mains ou la désinfection des mains et les mesures prises pour préserver la santé des mains et des ongles. Il faut se laver les mains fréquemment avec du savon et de l'eau pendant au moins 20 secondes :
        - avant et après la préparation des aliments;
        - avant et après les repas;
        - après avoir utilisé les toilettes;
        - avant de mettre un masque, de l'avoir ajusté et après l'avoir enlevé;
        - après avoir jeté des déchets ou manipulé du linge contaminé;
        - lorsque les mains sont visiblement souillées.
    - Le lavage des mains à l'eau et au savon ordinaire est la méthode d'hygiène des mains privilégiée, car l'action mécanique est efficace pour éliminer les microbes et la saleté visible.
    - En l'absence de savon et d'eau, il est possible d'utiliser un désinfectant pour les mains à base d'alcool contenant au moins 60 % d'alcool, en prenant soin de recouvrir toute la surface des mains (dos et paume de la main et entre les doigts) et en frottant les mains jusqu'à ce qu'elles soient sèches. Pour les mains visiblement souillées, il faut d'abord enlever la saleté avec une lingette, puis utiliser le désinfectant pour les mains.
    - Des serviettes de papier jetables sont à privilégier pour le séchage des mains, mais il est possible d'utiliser une serviette réutilisable réservée à la personne atteinte et de la remplacer lorsqu'elle est mouillée.
    - Éviter de se toucher les yeux, le nez et la bouche sans s'être d'abord lavé les mains.
- Tousser et éternuer dans le creux du bras plutôt que dans la main
- Limiter le contact avec les autres, surtout pour les personnes n'étant pas pleinement vaccinées :
    - Le cas doit éviter de se trouver à proximité (à moins de 2 mètres) des autres, y compris des personnes vivant sous le même toit et des visiteurs qui n'ont pas de raison essentielle d'être sur les lieux, à l'exception des personnes prodiguant des soins ou effectuant la livraison des fournitures ou des aliments.
    - Le cas doit s'installer dans une pièce distincte, seul, de façon à s'isoler des autres membres du ménage.

Les aires partagées doivent être bien ventilées (par exemple, fenêtres ouvertes, si la météo le permet).

Si personne ne peut s'installer ailleurs et que la personne malade dort dans la même chambre que d'autres personnes, il est important de maintenir une distance d'au moins 2 mètres entre chaque individu (par exemple, lits séparés et dormir tête-bêche, si possible). On peut aussi envisager de fixer un drap au plafond pour isoler la personne malade.

Si la personne malade n'a pas accès à une salle de bain distincte, elle doit toujours rabaisser le couvercle de la cuvette avant de tirer la chasse d'eau, afin de prévenir la contamination de l'environnement; la salle de bain doit être nettoyée et désinfectée fréquemment.

Lorsqu'il est impossible de respecter la distance minimale de 2 mètres (par exemple, le cas avec de jeunes enfants et est monoparental), les interactions doivent être aussi brèves que possible, et le cas doit porter un masque médical.

Si possible, la personne malade ou le soignant prendra des dispositions pour que les fournitures soient déposées devant la porte d'entrée du domicile afin de réduire au minimum le contact direct. Si le cas doit quitter son domicile, il doit porter un masque.

**Responsabilités**

Les joueurs, leurs parents et les familles d'accueil ont tous des responsabilités. Si chaque personne s’engage à respecter les règles et à mettre les efforts nécessaires pour s’adapter, l'expérience de chacun sera agréable et très enrichissante.

Les joueurs doivent se comporter de manière responsable, respectueuse et éthique (voir code d’éthique du joueur). Ils ont le devoir de respecter les règles et de s’adapter à leur nouvel environnement. Les joueurs doivent être coopératifs et contribuer à l’harmonie dans leur famille d'accueil.

Les parents des joueurs et les familles d'accueil doivent également être respectueux, prévenants et coopératifs, en reconnaissant les objectifs communs et en agissant pour le meilleur intérêt du joueur. Les efforts nécessaires devront être faits pour assurer une bonne communication et pour atténuer les frustrations et les difficultés.

Le travail d’équipe est important pour avoir un impact positif.

**Responsabilités de la famille d'accueil**

**Chambre :**
Le jeune doit avoir sa chambre où il peut retrouver son intimité. Elle doit être suffisamment grande pour accueillir un lit (de dimension double si possible) ainsi qu'un placard et/ou un meuble de rangement. Si vous avez des enfants, il est souhaitable de leur expliquer que le joueur a parfois besoin de se retrouver seul dans sa chambre et de respecter son intimité lorsque requis. Afin d'éviter qu'un membre de la famille d'accueil touche à ses effets personnels, le joueur est responsable de maintenir sa chambre propre et en ordre. Vous pouvez toutefois établir certaines règles avec le joueur en regard de votre routine (lavage, ménage de sa chambre, salle de bain, etc.).

**Repas :**
Une bonne nutrition est très importante pour les performances d'un joueur. Il est important d'avoir une nourriture variée et équilibrée. Si vous le souhaitez, vous pouvez obtenir des recettes par des nutritionnistes qui travaillent avec les équipes ou par la ligue. Ces repas conviennent à toute la famille et sont à des coûts raisonnables. Les heures de repas doivent être discutés et sont à la discrétion des familles d'accueil. Les joueurs doivent respecter les horaires de repas et informer leur famille d'accueil s'ils sont en retard ou s'ils ne peuvent pas être présent. Les joueurs devraient se familiariser avec la cuisine, y compris le lave-vaisselle. Certains joueurs ont suffisamment d'autonomie pour préparer certains repas mais en principe, il devrait avoir à sa disposition un repas prêt la plupart du temps. Un joueur peut avoir des préférences alimentaires, des allergies ou des intolérances et pourraient avoir des demandes spécifiques. Il est important d'en discuter dès le début avec eux ou leurs parents. On peut s'adapter aux goûts du jeune, mais le jeune doit aussi s'adapter à vos goûts.

**À table :**
Le port de casquette n'est pas permis durant les repas. Les joueurs ne doivent pas parler au téléphone ou envoyer des messages lorsqu'ils sont à table avec les autres membres de la famille. Les repas sont souvent des moments privilégiés pour discuter et passer de bons moments en famille.

**Communication :**
Une bonne communication assure une belle harmonie et évite les problèmes. Il est important de communiquer certaines informations pertinentes telles que :

- **Orienter le joueur dans votre maison:** expliquer l'utilisation d'appareils ménagers (laveuse, sécheuse, four, appareils électroniques, etc.), montrer l'emplacement des aliments, les articles de cuisine, la literie, les serviettes, etc.
- **Orienter le joueur dans la ville :** lui montrer le chemin pour se rendre à l'aréna, à l'école, à l'épicerie, au cinéma, etc.
- **L'endroit où le joueur peut stationner**
- **Les règles de la maison :** enlever ses chaussures en entrant dans la maison, ranger ses vêtements, débarrasser sa vaisselle, aviser s'il y a un problème, etc.

- **Les règles concernant Internet, la télévision et l'utilisation du téléphone cellulaire** : Utilisation à des heures normales. Les interurbains devraient s'effectuer sur le téléphone cellulaire personnel du joueur, avec une carte d'appel ou à frais virés. Les appels prolongés ou à des heures tardives ne doivent pas être tolérés. Une limite de temps raisonnable pour l'utilisation de l'internet personnel de la famille devrait être fixée si nécessaire.
- **Les règles pour la salle de bain :** siège de toilette, horaire de douche, serviettes mouillées, endroit pour le linge sale, etc.
- **Le rituel des jours de match**
- **Les couvre-feux et les heures de coucher :** l'équipe vous informera sur les couvre-feux imposés aux joueurs. Comme ils ont des entraînements presque tous les jours, qu'ils vont à l'école et qu'ils ont plusieurs matchs à jouer pendant la saison, les joueurs doivent se coucher à des heures raisonnables. Afin de bien récupérer, les joueurs devraient être couché avant 22h30 à l'exception des soirs de matchs et lors de permissions spéciales de l'équipe.

**Les visiteurs / la copine :**
Les heures de visite, le nombre de visiteur, la pièce de la maison occupée, etc. se font sur approbation de la famille d'accueil. Un visiteur n'est pas autorisé à coucher chez la famille d'accueil.

Les familles d'accueil ne sont pas tenues de fournir le logement pour les copines provenant de l'extérieur qui pourraient visiter les joueurs. Ils peuvent le faire mais le tout demeure à leur entière discrétion. Leur décision relève de leur position sur le sujet ainsi que de l'espace disponible à la maison afin que tous et chacun soient à l'aise dans cette situation. La copine du joueur ne devrait pas être autorisée à dormir dans la même chambre que le joueur chez sa famille d'accueil. **Si un joueur veut inviter sa copine, il doit suivre les étapes suivantes :**

1. Demander la permission à la direction de l'équipe deux (2) semaines à l'avance;
2. Attendre la réponse avant de faire les démarches nécessaires;
3. La direction de l'équipe analysera la demande en fonction des critères suivants :
    - Le consentement de la famille d'accueil
    - La durée et la fréquence des visites de la copine
    - L'attitude du joueur

Il pourrait y avoir des conséquences si les étapes ne sont pas respectées.

**Transport :**
Les joueurs et l'équipe sont responsables du transport. Les joueurs ne peuvent quitter la région immédiate de leur équipe sans l'autorisation de la direction de l'équipe.

**Médecin/dentiste :**
L'équipe est responsable des rendez-vous chez le médecin ou chez le dentiste.

**Tolérance zéro :**
Il est strictement défendu de consommer de l'alcool et des substances illégales même si une drogue est légalisée telle que la marijuana. Il y a une politique antidopage dans la LHJMQ et les joueurs peuvent être sélectionné pour des contrôles antidopage. Plusieurs drogues, dont la marijuana, sont sur la liste des substances interdites du Centre canadien pour l'éthique (CCES) dans le sport et leur usage entraîne une infraction au dopage. Les joueurs doivent également faire attention aux suppléments, vitamines ou minéraux qu'ils consomment car ils pourraient contenir des substances interdites. Ils ne doivent pas être encouragés à consommer ce genre de produits sauf sur l'avis d'un professionnel de la santé ou d'un(e) nutritionniste.

D'autres comportements malsains tels que fumer, chiquer du tabac, jouer au casino ou les jeux de hasard sont interdits. Ils sont incompatibles avec les valeurs de la LHJMQ et peuvent avoir un impact négatif sur le joueur.

Tout comportement inapproprié doit être signalé à la direction de l'équipe.

Il existe un programme d'aide aux joueurs à la LHJMQ, les familles d'accueil sont encouragées à communiquer avec la responsable du programme et à référer un joueur si nécessaire.

**Relation avec le joueur :**
Les familles d'accueil ont une relation privilégiée avec le joueur et un lien de confiance est souvent établi. Nous vous encourageons à prendre le temps de parler avec le joueur, cependant il faut éviter de le questionner et être plutôt à l'écoute dans ce qu'il souhaitera vous dire. Si quelque chose d'important le concerne, l'organisation sera en mesure de vous informer si cela s'avère nécessaire.
Les discussions que vous aurez avec le joueur ou avec son entourage doivent demeurer confidentielles. Toutefois nous avons confiance dans le jugement qui sera exercé face à des informations que le joueur pourrait partager et qui pourraient nuire à sa sécurité, à celle d'autres personnes ou à la réputation de l'équipe et de la LHJMQ. Si tel est le cas ou si vous avez un doute, n'hésitez pas à communiquer avec l'équipe ou avec le programme d'aide aux joueurs.

En étant dans une position d'autorité, vous devez avoir un comportement exemplaire avec le joueur. La relation entre les membres de la famille d'accueil et le joueur doit demeurer une relation d'accompagnement ou parentale. Il faut éviter de développer une relation plus «intime». Cela s'applique à tous les membres de la famille d'accueil (parents et enfants). Aucun commentaire ou comportement déplacé ne sera toléré

Tout comportement inapproprié entraînera des conséquences; la famille d'accueil sera rencontrée par la direction de l'équipe, la direction de la LHJMQ sera avisée, le joueur sera retiré immédiatement de la famille d'accueil et le cas sera référé à la police s'il y a lieu.

Les familles d'accueil seront invitées à compléter la formation en ligne du programme « Respect et sport ». Leur certificat sera valide pour 5 ans.

**Comportement envers l'équipe :**
Comme votre rôle créera un lien avec l'équipe et avec la LHJMQ, vos commentaires et votre attitude doivent être positive face à celles-ci. Vous ne devez pas faire de critiques désobligeantes sur l'équipe ou la ligue devant les joueurs et leur entourage. Il en est de même pour les médias sociaux tels que Facebook, Twitter et autres. Toutefois s'il y a un problème ou une situation avec laquelle vous n'êtes pas confortable, nous vous encourageons à communiquer avec l'équipe ou avec la ligue.

**Responsabilité du joueur :**

- Le comportement du joueur dans sa famille d'accueil doit être en lien avec le code d'éthique du joueur de la LHJMQ.
- Le joueur doit être courtois et avoir un comportement respectueux dans la maison, envers les membres de la famille d'accueil et leur entourage ainsi qu'envers les animaux de compagnie s'il y a lieu.
- Le joueur doit contribuer à la vie familiale en s'impliquant dans certaines tâches ménagères, en passant du temps avec les membres de la famille et en respectant les traditions familiales et les règles établies.
- Le joueur doit assurer la propreté et le rangement de sa chambre et de toutes les pièces qu'ils utilisent (cuisine, salle de bain, etc.) en tout temps.
- Le joueur doit respecter les règles de votre famille d'accueil, de l'équipe et de la LHJMQ.
- Le joueur doit être habillés convenablement lorsqu'ils sont à leur pension. Le port unique de sous-vêtements et le torse nu ne seront pas tolérés.
- Le joueur doit informer sa famille d'accueil s'il y a un problème, s'il arrive en retard ou s'il n'est pas présent pour un repas.
- Le joueur doit aviser l'équipe s'il y a un malaise ou si un problème ne se règle pas après en avoir discuté avec la famille d'accueil.
- Le joueur doit mettre les efforts nécessaires à l'école et au hockey. Il doit être discipliné dans ses études et avoir une bonne hygiène de vie.
- Le joueur doit respecter les couvre-feux.
- Aucun joueur ne peut coucher à l'extérieur de sa pension ou à l'extérieur de la ville sans avoir obtenu la permission de la direction de l'équipe et d'en avoir avisé sa famille d'accueil.
- Le joueur ne doit plus utiliser le téléphone, le cellulaire ou l'ordinateur après 23h00. Seuls les appels urgents seront tolérés.
- Les bars sont interdits sauf si le joueur obtient une permission spéciale de la direction de l'équipe.

**Responsabilité des parents :**

- Les parents doivent faire confiance à la famille d'accueil.
- Les parents ne doivent pas essayer de s'ingérer dans toutes les décisions de la famille d'accueil.
- Les parents doivent continuer à assurer certains frais de leur fils tels que des vêtements ou des articles personnels, des activités sociales (cinéma, les achats d'articles, etc.)

- Les parents doivent fournir un téléphone cellulaire à leur fils ou une carte d'appel pour les appels interurbain.
- Les parents doivent communiquer de façon courtoise et respectueuse et la famille d'accueil.
- Les parents doivent fournir les informations sur des antécédents médicaux du joueur ainsi que tous les documents requis (carte d'assurance maladie, certificat de naissance, etc.).
- Les parents doivent fournir des numéros de téléphone d'urgence.
- Les parents doivent informer la famille d'accueil s'ils viennent en visite
- Les parents demeurent responsables de leur fils et ils doivent collaborer si une situation problématique se présente.
- Les parents doivent avoir un comportement exemplaire dans toute circonstance.
- Les parents doivent fournir toutes les informations et le soutien nécessaires pour aider à l'adaptation du joueur dans sa famille d'accueil et contribuer à son bonheur.

**Bénéfices**

- Une paire de billets pour tous les matchs de la saison, incluant les séries
- Une compensation monétaire
- Des souvenirs précieux d'une très belle expérience
- Des liens incroyables avec les joueurs et leur famille
- Le privilège d'être associé à une équipe et de participer à la vie de tous les jours d'un joueur

**Références**

**Voici la liste des personnes avec lesquelles vous pouvez communiquer :**

Responsable des familles d'accueil
Directeur général de l'équipe ou autre membre du personnel identifié par l'équipe Conseiller pédagogique de l'équipe
Directrice des services aux joueurs de la LHJMQ

**Voici une liste de sites Internet pertinents :**

http://lhjmq.qc.ca http://coach.ca/sport-nutrition
http://french.respectgroupinc.com/respect-in-sport/ http://liguecanadiennedehockey.ca/
https://jeunessejecoute.ca/fr

# CODE D'ÉTHIQUE DES JOUEURS DE LA LIGUE DE HOCKEY JUNIOR MAJEUR DU QUÉBEC

## 1) BUT DU CODE D'ÉTHIQUE :

### 1.1) Déclaration de principe

La raison d'être de la ligue et de ses équipes est de contribuer au développement des jeunes joueurs de seize à vingt ans, en vue de les faire progresser vers les plus hauts circuits de hockey professionnels. L'engagement formel de la ligue et de ses équipes envers les joueurs de cet âge, envers leurs parents et envers la population en général, dépasse largement la déclaration de principe décrite au paragraphe précédent : la ligue et les équipes se doivent d'assurer le développement optimal et préserver l'intégrité du joueur sur le plan de la capacité et de la condition physique et mentale, et d'assurer une continuité scolaire de qualité permettant au joueur de poursuivre ses études de façon normale après ses années dans la LHJMQ.

### 1.2) Mission

La LHJMQ a pour mission de faire évoluer le hockey par l'encadrement sportif et académique de ses joueurs d'élite dans un environnement sécuritaire et formateur pour les préparer à leur vie d'adulte.

### 1.3) Valeurs

- Le respect de soi, des autres et des règlements
- L'intégrité
- La sécurité
- L'éducation
- L'esprit sportif
- Le dépassement de soi

### 1.4) Principe de discrimination

La ligue souscrit entièrement au principe fondamental que toute personne a droit à la reconnaissance et à l'égalité des droits et libertés de la personne en pleine égalité, sans distinction, exclusion ou préférence fondées, non limitativement, sur la race, le sexe, la couleur, la religion, la langue, l'origine ethnique ou nationale, l'orientation sexuelle, le handicap, le statut ou la condition sociale ou en relation avec tout autre motif de discriminations prohibé par la loi. De ce fait, la LHJMQ s'engage à ne tolérer aucun comportement ou toute forme de discrimination tel qu'indiqué dans sa politique antidiscriminatoire.

### 1.5) Prévention de la violence

Dans le cadre de sa mission de lutte contre la violence dans le hockey, la ligue s'est dotée d'une charte relative à la prévention de la violence. Elle s'engage à protéger la santé des joueurs et l'image du sport en condamnant tous comportements violents non conformes aux règles de jeu.

**1.6) Les médias sociaux**

La LHJMQ comprend et apprécie l'importance du réseautage social à l'égard des vies personnelles et professionnelles de ses acteurs. Ce forum immédiat et public permet des opportunités uniques de créer des liens et d'effectuer des promotions, cependant il s'agit aussi d'une plateforme pour la prolifération de comportements qui peuvent être inappropriés ; des comportements qui peuvent être proliférés au détriment de la Ligue et de ses acteurs. De ce fait, la ligue s'est dotée d'une politique officielle sur les médias sociaux afin de protéger toutes les parties contre le harcèlement, les gestes ou comportements inappropriés, peu importe les intentions.

**1.7) Prévention de l'usage de substances interdites**

La LHJMQ s'est dotée d'une politique antidopage afin de protéger la santé et la sécurité des joueurs ainsi que l'image du sport. Chaque saison, les joueurs reçoivent une formation en ligne pour les sensibiliser aux conséquences de l'usage de substances interdites. Des contrôles antidopage ont également lieu durant la saison régulière, durant les évènements de la Ligue canadienne de hockey (LCH) et durant les séries éliminatoires.

**1.8) Politique scolaire**

La LHJMQ s'est dotée d'une politique scolaire afin d'encadrer ses joueurs dans leur parcours scolaire et les aider à devenir des citoyens responsables et éduqués. Tous les joueurs ont l'obligation de suivre des cours reconnus par la LHJMQ et la direction et le personnel des équipes doivent les accompagner dans leur cheminement scolaire.

À ce titre, le présent code d'éthique a été établi dans le but de sauvegarder et de promouvoir ces orientations tout en protégeant les joueurs et la réputation de la LHJMQ. Il détermine des attitudes et des comportements jugés appropriés pour une saine pratique du hockey au sein de la ligue et pour l'image de celle-ci.

## 2) CHAMP D'APPLICATION :

Ce code d'éthique s'applique à tous les joueurs de la LHJMQ.

## 3) AUTORITÉ ET RÉVISION DU CODE :

Le présent code d'éthique est sous l'autorité de la direction de la LHJMQ. Des règles peuvent être soit modifiées ou ajoutées après approbation lors des réunions des gouverneurs de la LHJMQ.

## 4) PRINCIPES, VALEURS ET MODALITÉS D'OPÉRATION :

**4.1) Principes et valeurs fondamentales :**

Le code d'éthique de la LHJMQ repose sur quatre (4) principes directeurs et priorise six (6) valeurs fondamentales :

4.1.1) Tous les joueurs ont comme obligation d'adhérer aux règlements de la LHJMQ.

4.1.2) Ce code d'éthique sert de guide pour les joueurs dans leur propre

conduite quant à leurs comportements et ceux à éviter dans un souci de respecter les six (6) valeurs fondamentales promues par la ligue: le respect, l'intégrité, la sécurité, l'éducation, l'esprit sportif et le dépassement de soi.

4.1.3) Les joueurs doivent intégrer et démontrer dans leurs attitudes et leurs comportements, les valeurs ciblées par la LHJMQ et veiller à respecter en tout temps l'esprit et les exigences particulières du présent code d'éthique.

4.1.4) La mission, les valeurs, les politiques et les règlements de la ligue, le code d'éthique ainsi que la sécurité et le bien-être des joueurs doivent toujours prévaloir et ils ne doivent jamais être sacrifiés au profit de la gloire personnelle ou de la victoire à tout prix.

**4.2) Modalités d'opération :**

4.2.1) Les dirigeants de chaque équipe : Ils ont la responsabilité de prêcher par l'exemple, de respecter le code d'éthique et toutes les politiques qui s'y rattachent, de les faire connaître aux membres du personnel de leur équipe et aux joueurs, de leur rappeler qu'ils doivent respecter les règles d'éthiques indiquées et s'il le faut, d'orienter leur conduite en fonction de ce code et des politiques qui s'y rattachent. Les dirigeants des équipes ont aussi la responsabilité d'intervenir rapidement lorsqu'un problème survient et d'en informer immédiatement la directrice des services aux joueurs et le commissaire de la LHJMQ. Cette mesure est dans le but de s'assurer que la situation ne dégénère pas et que des mesures appropriées soient prises dans un délai raisonnable.

4.2.2) Les dirigeants de la ligue : Ils ont pour leur part, la responsabilité de respecter le code d'éthique et toutes les politiques qui s'y rattachent, de s'assurer de faire respecter ces règles et de prendre des mesures adéquates pour régler les dérogations.

Les dirigeants des équipes et de la ligue s'engagent à offrir tout le soutien nécessaire aux joueurs et aux membres du personnel impliqués lors de la gestion de la situation. Les équipes et la ligue s'engagent également à tenir informé les parents ainsi que les agents s'il y a lieu.

Si une équipe décide de libérer un joueur à la suite d'un comportement problématique, elle devra en informer rapidement la ligue afin qu'il y ait une évaluation de la situation et qu'un suivi puisse être fait auprès du joueur.

À cet effet, les dirigeants des équipes et de la ligue ont comme rôle d'évaluer chaque situation de manquement au code d'éthique et d'émettre soit un avertissement, une sanction ou une mesure disciplinaire selon la gravité de la situation et des conséquences encourues.

**5) DEVOIRS ET OBLIGATIONS DES JOUEURS :**

Pour bénéficier au maximum de la pratique du hockey dans la LHJMQ, les joueurs doivent adopter des attitudes et des comportements qui découlent des valeurs

préconisées dans la ligue. Les joueurs qui évoluent dans la LHJMQ doivent se conformer aux règles suivantes :

| VALEURS | REGLES |
|---|---|
| **Respect** | 5.1) Démontrer un grand respect envers : la direction et le personnel de la ligue et de l'équipe, ses coéquipiers, les officiels, les adversaires, sa famille de pension, les lieux de pratique, les personnes du sexe opposé ainsi que les partisans.<br>5.2) Respecter son corps en ne consommant pas de drogues et en adoptant une bonne hygiène de vie*(voir note plus bas).<br>5.3) Respecter les règlements et les politiques de la LHJMQ et de l'équipe.<br>5.4) Éviter toutes formes de discrimination. |
| **L'intégrité** | 5.5) Avoir un comportement exemplaire sur et hors de la patinoire afin d'être un bon embassadeur pour son organisation et pour la ligue.<br>5.6) Éviter toute consommation de drogues et d'alcool*(voir note plus bas).<br>5.7) Ne pas avoir une influence négative sur ses coéquipiers.<br>5.8) Ne jamais rendre public des commentaires des entraîneurs, des joueurs, de la direction, de la Ligue, des officiels et de soi-même qui pourraient être nuisibles légalement, éthiquement ou moralement à travers les médias traditionnels ou sociaux.<br>5.9) Ne pas organiser une activité potentiellement humiliante, dégradante, abusive ou dangereuse du type initiation à laquelle des membres de l'équipe exigent qu'un joueur (recrue ou non) y participe.<br>5.10) Ne jamais menacer quelqu'un ou partager des photos ou des vidéos à caractère pornographique. |
| **La sécurité** | 5.11) Rester maître de soi-même afin que le hockey, un sport robuste, ne devienne un sport violent.<br>5.12) Être conscient de ses responsabilités vis-à-vis la sécurité des adversaires<br>5.13) Respecter les règles du jeu afin de ne pas nuire à sa sécurité et à celles des autres. |
| **L'éducation** | 5.14) Jouer pour s'amuser en se rappelant que le hockey n'est pas une fin en soi, mais un moyen pour se développer comme joueur et comme individu.<br>5.15) Apprendre autant de la défaite que de la victoire.<br>5.16) Être discipliné et mettre les efforts nécessaires dans ses études. |

| | |
|---|---|
| **L'esprit sportif** | 5.17) Adopter une attitude positive<br>5.18) Observer rigoureusement les règles du jeu et le code d'éthique et accepter les décisions des officiels en se rappelant qu'ils sont là pour faire appliquer le livre de règlements afin d'empêcher qu'un joueur ou une équipe jouisse d'un avantage injuste, illégal et non conforme aux règles de pratique du hockey.<br>5.19) Éviter de créer des clans ou de parler négativement de ses entraîneurs ou de ses coéquipiers afin de ne pas mettre en péril l'esprit d'équipe. |
| **Le dépassement de soi** | 5.20) Fournir le meilleur de soi-même en tant que joueur de hockey.<br>5.21) Fournir le meilleur de soi-même dans ses études.<br>5.22) Avoir des objectifs réalistes et espérer les atteindre en respectant les règlements et les politiques en place. |

*Hygiène de vie : Cela signifie avoir une bonne alimentation et un nombre d'heures de sommeil adéquat. Cela signifie aussi se protéger lors d'une relation sexuelle afin d'éviter les infections transmises sexuellement.

*Drogues : Bien que la consommation de cannabis devienne légale pour les personnes de 21 ans et plus, cette substance demeure sur la liste des produits interdits de l'Agence mondiale antidopage (AMA) et il y a aura des sanctions si un joueur a un contrôle antidopage positif. Son usage est strictement défendu dans la LHJMQ.

*Alcool : La consommation d'alcool est autorisée pour les joueurs en âge d'en consommer. Toutefois, ils ne doivent pas en faire une consommation abusive, ils ne doivent pas conduire leur véhicule avec les facultés affaiblies et ils doivent s'assurer que cette consommation ne nuit pas à leurs comportements et à leurs performances sportives. Tout comportement inapproprié sous l'effet de l'alcool sera sanctionné.

**Programme d'aide aux joueurs (PAJ) :**

À la suite de l'adoption d'une politique antidopage dans la Ligue canadienne de hockey, un programme d'aide aux joueurs a été mis en œuvre. Ce programme d'aide ne se limite toutefois pas uniquement au dopage sportif et touche également d'autres problèmes auxquels peuvent être confrontés les joueurs et leur entourage. Il est conçu afin d'aider les joueurs à mieux gérer des défis dans leur vie et résoudre des problèmes personnels et/ou au sein de l'équipe, avant que ceux-ci ne deviennent plus sérieux. Le programme offre également différents conseils. L'aide aux joueurs peut être fournie par une personne ressource identifiée dans l'équipe, un intervenant à l'externe ou par la directrice du PAJ. Les joueurs qui ne respectent pas le code d'éthique peuvent être référés au PAJ.

**** Le présent code d'éthique a été inspiré des codes d'éthique de Hockey-Canada, Hockey-Québec ainsi que ceux des athlètes olympiques et de l'UNESCO (Éducation physique et sport).**

# CONTRAT D'ENGAGEMENT DU JOUEUR

Cette saison, j'ai l'occasion de continuer à vivre une expérience unique en évoluant pour l'équipe _____de la LHJMQ. Je sais que pour conserver ma place dans l'équipe, je dois m'engager à respecter le code d'éthique, les politiques et les règlements de la Ligue et de l'équipe afin que le tout se déroule correctement.

1. Je m'engage à fournir le meilleur de moi-même en tant que joueur de hockey. La raison de ma présence à _____est de dédier mon corps et mon esprit au succès de l'équipe ainsi qu'à mon développement de joueur de hockey.

2. Je m'engage à fournir le meilleur de moi-même à l'école afin de faire de mon année une réussite.
3. Je m'engage à avoir un comportement exemplaire et ne pas avoir une influence négative sur mes coéquipiers. Je m'engage également à ne jamais rendre public des commentaires des entraîneurs, des joueurs, de la direction, des officiels et des adversaires qui pourraient être nuisibles légalement, éthiquement ou moralement à travers les médias traditionnels ou sociaux.
4. Je m'engage à démontrer un grand respect envers la direction et le personnel de l'équipe, mes coéquipiers, ma famille de pension ainsi qu'envers les gens de la communauté.
5. Je m'engage à respecter les règles de l'équipe et à ne commettre aucun geste qui pourrait mettre mon équipe ou moi-même dans le trouble.

Moi, _____, j'affirme avoir pris connaissance du code d'éthique et lu tous les engagements ci-dessus et je m'engage à les respecter. Si l'un ou l'autre de ces engagements n'est pas respecté, je suis conscient que je m'expose à des conséquences pouvant aller jusqu'à être expulsé de l'équipe et de la LHJMQ.

Signature du joueur : _____

Date : _____

Registraire des entreprises Québec

# Rechercher une entreprise au registre

## État de renseignements d'une personne morale au registre des entreprises

Renseignements en date du 2023-04-04 14:24:57

## État des informations

### Identification de l'entreprise

| | |
|---|---|
| Numéro d'entreprise du Québec (NEQ) | 1171361349 |
| Nom | Les Saguenéens Junior Majeur de Chicoutimi |

### Adresse du domicile

| | |
|---|---|
| Adresse | 643 RUE Bégin<br>Chicoutimi Québec G7H4N7<br>Canada |

### Adresse du domicile élu

| | |
|---|---|
| **Nom de l'entreprise** | LES SAGUENEENS JUNIOR MAJEUR DE CHICOUTMI |
| **Nom de la personne physique** | |
| Nom de famille | Régine |
| Prénom | Jobin |

| | |
|---|---|
| Adresse | 643 rue Bégin<br>Saguenay (Québec) G7H4N7<br>Canada |

### Immatriculation

| | |
|---|---|
| Date d'immatriculation | 2015-11-02 |
| Statut | Immatriculée |
| Date de mise à jour du statut | 2015-11-02 |
| Date de fin d'existence prévue | Aucune date de fin d'existence n'est déclarée au registre. |

### Forme juridique

| | |
|---|---|
| Forme juridique | Personne morale sans but lucratif |
| Date de la constitution | 2015-11-02 Constitution |
| Régime constitutif | QUÉBEC : Loi sur les compagnies, Partie 3 (RLRQ, C. C-38) |
| Régime courant | QUÉBEC : Loi sur les compagnies, Partie 3 (RLRQ, C. C-38) |

### Dates des mises à jour

| | |
|---|---|
| Date de mise à jour de l'état de renseignements | 2022-09-23 |
| Date de la dernière déclaration de mise à jour annuelle | 2022-09-23 2022 |
| Date de fin de la période de production de la déclaration de mise à jour annuelle de 2023 | 2024-01-01 |
| Date de fin de la période de production de la déclaration de mise à jour annuelle de 2022 | 2023-01-01 |

### Faillite

L'entreprise n'est pas en faillite.

### Fusion, scission et conversion

Aucune fusion ou scission n'a été déclarée.

### Continuation et autre transformation

Aucune continuation ou autre transformation n'a été déclarée.

### Liquidation ou dissolution

Aucune intention de liquidation ou de dissolution n'a été déclarée.

### Activités économiques et nombre de salariés

#### 1er secteur d'activité

| | |
|---|---|
| Code d'activité économique (CAE) | 9659 |
| Activité | Autres clubs sportifs et services de loisirs |
| Précisions (facultatives) | Exploitation d'une franchise de hockey junior majeur du Québec. |

#### 2e secteur d'activité

Aucun renseignement n'a été déclaré.

#### Nombre de salariés

Nombre de salariés au Québec

De 50 à 99

## Administrateurs, dirigeants et fondé de pouvoir

### Liste des administrateurs

| | |
|---|---|
| Nom de famille | Abraham |
| Prénom | Jean-François |
| Date du début de la charge | 2015-11-02 |
| Date de fin de la charge | |
| Fonctions actuelles | Secrétaire, Vice-président des opérations |
| Adresse du domicile | 197 rue Richmond Saguenay (Québec) G7G2A3 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Létourneau |
| Prénom | Richard |
| Date du début de la charge | 2015-11-02 |
| Date de fin de la charge | |
| Fonctions actuelles | Président |
| Adresse du domicile | 1630 RUE des Gouverneurs Chicoutimi Québec G7H7M3 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | COUTURE |
| Prénom | GILLES |
| Date du début de la charge | 2016-08-01 |
| Date de fin de la charge | |
| Fonctions actuelles | Trésorier, Vice-président des finances |
| Adresse du domicile | 10-805 rue des Saguenéens Saguenay (Québec) G7H0A3 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Girard |
| Prénom | Pierre |
| Date du début de la charge | 2017-01-25 |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |
| Adresse du domicile | 208 ch. du Quai Saint-Gédéon (Québec) G0W2P0 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Girard |
| Prénom | Yves |
| Date du début de la charge | 2017-01-25 |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |
| Adresse du domicile | 309 ch. des Bernaches Saint-Gédéon (Québec) G0W2P0 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Roy |
| Prénom | Rémi |
| Date du début de la charge | 2017-01-25 |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |
| Adresse du domicile | 127 RUE Gingras Laterrière Québec G7N1K4 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Jacques |
| Prénom | Étienne |
| Date du début de la charge | 2017-01-25 |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |
| Adresse du domicile | 304 3e chemin du Lac-Sébastien Saint-David-de-Falardeau (Québec) G0V1C0 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Senneville |
| Prénom | Jean-Pierre |
| Date du début de la charge | 2017-01-25 |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |

| | |
|---|---|
| Adresse du domicile | 1652 rue Beaudoin Saint-Félicien (Québec) G8K2X1 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Riverin |
| Prénom | Nicolas |
| Date du début de la charge | 2019-08-15 |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |
| Adresse du domicile | 221 rue du Domaine-du-Roi Saguenay (Québec) G7H6Y5 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Nemey |
| Prénom | Priscilla |
| Date du début de la charge | 2021-11-02 |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |
| Adresse du domicile | 20 rue de l'Anse-aux-Foins Saint-Fulgence (Québec) G0V1S0 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Roussel |
| Prénom | Antoine |
| Date du début de la charge | 2022-09-07 |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |
| Adresse du domicile | 1617 rue des Explorateurs Saguenay (Québec) G7H7R9 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Tremblay |
| Prénom | Mario |
| Date du début de la charge | 2022-09-07 |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |
| Adresse du domicile | 263 rue Saint-Joseph Terrebonne (Québec) J6W2Z1 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Cleary |
| Prénom | Jacques |
| Date du début de la charge | 2022-09-07 |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |
| Adresse du domicile | 6211 ch. du Quai Saguenay (Québec) G7X0P6 Canada |
| Adresse professionnelle | |

### Dirigeants non membres du conseil d'administration

Aucun dirigeant non membre du conseil d'administration n'a été déclaré.

### Fondé de pouvoir

Aucun fondé de pouvoir n'a été déclaré.

### Administrateurs du bien d'autrui

Aucun administrateur du bien d'autrui n'a été déclaré.

## Établissements

Aucun établissement n'a été déclaré.

### Documents en traitement

Aucun document n'est actuellement traité par le Registraire des entreprises.

## Index des documents

### Documents conservés

| Type de document | Date de dépôt au registre |
|---|---|
| DÉCLARATION DE MISE À JOUR ANNUELLE 2022 | 2022-09-23 |
| Déclaration de mise à jour courante | 2022-06-22 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2021 | 2021-09-16 |
| Déclaration de mise à jour courante | 2021-01-08 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2020 | 2020-08-17 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2019 | 2019-07-03 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2018 | 2018-09-26 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2017 | 2017-09-08 |
| Règlement concernant la modification d'un nom, du siège ou du nombre d'administrateurs | 2017-02-13 |
| Déclaration de mise à jour courante | 2017-02-09 |
| Lettres patentes supplémentaires | 2017-02-08 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2016 | 2016-11-19 |
| Déclaration de mise à jour courante | 2016-11-14 |
| Déclaration initiale | 2015-11-18 |
| Lettres patentes | 2015-11-02 |

## Index des noms

Date de mise à jour de l'index des noms 2015-11-18

### Nom

| Nom | Versions du nom dans une autre langue | Date de déclaration du nom | Date de déclaration du retrait du nom | Situation |
|---|---|---|---|---|
| Les Saguenéens Junior Majeur de Chicoutimi | | 2015-11-02 | | En vigueur |

### Autres noms utilisés au Québec

| Autre nom | Versions du nom dans une autre langue | Date de déclaration du nom | Date de déclaration du retrait du nom | Situation |
|---|---|---|---|---|
| Les Saguenéens | | 2015-11-18 | | En vigueur |
| Les Saguenéens de Chicoutimi | | 2015-11-18 | | En vigueur |

Québec

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Registraire des entreprises Québec

# Rechercher une entreprise au registre

## État de renseignements d'une personne morale au registre des entreprises

Renseignements en date du 2023-04-04 13:20:07

## État des informations

### Identification de l'entreprise

| | |
|---|---|
| Numéro d'entreprise du Québec (NEQ) | 1170522438 |
| Nom | CLUB DE HOCKEY LES REMPARTS DE QUÉBEC (2014) INC. |

### Adresse du domicile

| | |
|---|---|
| Adresse | 612 RUE Saint-Jacques<br>Montréal Québec H3C4M8<br>Canada |

### Adresse du domicile élu

| | |
|---|---|
| Nom de l'entreprise | Secrétariat corporatif |

| | |
|---|---|
| Adresse | 18e S-612 RUE Saint-Jacques<br>Montréal Québec H3C4M8<br>Canada |

### Immatriculation

| | |
|---|---|
| Date d'immatriculation | 2014-11-21 |
| Statut | Immatriculée |
| Date de mise à jour du statut | 2014-11-21 |
| Date de fin d'existence prévue | Aucune date de fin d'existence n'est déclarée au registre. |

### Forme juridique

| | |
|---|---|
| Forme juridique | Société par actions ou compagnie |
| Date de la constitution | 2014-11-20 Constitution |
| Régime constitutif | CANADA: Loi canadienne sur les sociétés par actions, L.R.C. (1985), c. C-44 |
| Régime courant | CANADA: Loi canadienne sur les sociétés par actions, L.R.C. (1985), c. C-44 |

### Dates des mises à jour

| | |
|---|---|
| Date de mise à jour de l'état de renseignements | 2023-02-13 |
| Date de la dernière déclaration de mise à jour annuelle | 2023-02-13 2022 |
| Date de fin de la période de production de la déclaration de mise à jour annuelle de 2023 | 2024-07-01 |
| Date de fin de la période de production de la déclaration de mise à jour annuelle de 2022 | 2023-07-01 |

### Faillite

L'entreprise n'est pas en faillite.

### Fusion, scission et conversion

Aucune fusion ou scission n'a été déclarée.

### Continuation et autre transformation

Aucune continuation ou autre transformation n'a été déclarée.

### Liquidation ou dissolution

Aucune intention de liquidation ou de dissolution n'a été déclarée.

### Activités économiques et nombre de salariés

### 1er secteur d'activité

| | |
|---|---|
| Code d'activité économique (CAE) | 9659 |
| Activité | Autres clubs sportifs et services de loisirs |
| Précisions (facultatives) | - |

### 2e secteur d'activité

Aucun renseignement n'a été déclaré.

### Nombre de salariés

Nombre de salariés au Québec

De 11 à 25

## Convention unanime, actionnaires, administrateurs, dirigeants, bénéficiaires ultimes et fondé de pouvoir

### Actionnaires

**Premier actionnaire**

Le premier actionnaire est majoritaire.

| | |
|---|---|
| Nom | Québecor Sports et divertissement inc. |
| Adresse du domicile | 612 RUE Saint-Jacques Montréal Québec H3C4M8 Canada |

### Convention unanime des actionnaires

Il n'existe pas de convention unanime des actionnaires conclue en vertu d’une loi du Québec ou d’une autre autorité législative du Canada.

### Liste des administrateurs

| | |
|---|---|
| Nom de famille | Péladeau |
| Prénom | Pierre Karl |
| Date du début de la charge | 2017-02-15 |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |
| Adresse du domicile | 134 av. Duchastel Montréal (Québec) H2V3G1 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Tremblay |
| Prénom | Martin |
| Date du début de la charge | 2017-08-11 |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |
| Adresse du domicile | 9237 rue des Lièvres Québec (Québec) G1G0J3 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Simard |
| Prénom | Hugues |
| Date du début de la charge | 2019-01-07 |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |
| Adresse du domicile | 505-65 rue Saint-Paul O Montréal (Québec) H2Y3S5 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Hickey |
| Prénom | Jonathan Lee |
| Date du début de la charge | 2022-01-31 |
| Date de fin de la charge | |
| Fonctions actuelles | Vice-président |
| Adresse du domicile | 8128 av. De Gaspé Montréal (Québec) H2P2J8 Canada |
| Adresse professionnelle | |

### Dirigeants non membres du conseil d'administration

| | |
|---|---|
| Nom de famille | Tanguay |
| Prénom | Jacques |
| Fonctions actuelles | Président |
| Adresse du domicile | 7 RUE de la Coupe Breakeyville Québec G0S1E2 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Riendeau |
| Prénom | Sophie |
| Fonctions actuelles | Secrétaire |
| Adresse du domicile | 235 ch. Markham Mont-Royal (Québec) H3P2Z9 Canada |
| Adresse professionnelle | |

### Déclaration relative aux bénéficiaires ultimes

Aucun renseignement n'a été déclaré.

### Fondé de pouvoir

Aucun fondé de pouvoir n'a été déclaré.

### Administrateurs du bien d'autrui

Aucun administrateur du bien d'autrui n'a été déclaré.

## Établissements

Aucun établissement n'a été déclaré.

### Documents en traitement

Aucun document n'est actuellement traité par le Registraire des entreprises.

## Index des documents

### Documents conservés

| Type de document | Date de dépôt au registre |
|---|---|
| DÉCLARATION DE MISE À JOUR ANNUELLE 2022 | 2023-02-13 |
| Déclaration de mise à jour courante | 2022-01-31 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2021 | 2022-01-06 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2020 | 2021-04-12 |
| Déclaration de mise à jour courante | 2020-12-29 |
| Déclaration de mise à jour courante | 2020-03-25 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2019 | 2020-02-05 |
| Déclaration de mise à jour courante | 2019-09-05 |
| Déclaration de mise à jour courante | 2019-07-04 |
| Déclaration de mise à jour courante | 2019-01-15 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2018 | 2019-01-15 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2017 | 2018-01-03 |
| Déclaration de mise à jour courante | 2017-09-07 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2016 | 2017-02-21 |
| Déclaration de mise à jour courante | 2016-10-24 |
| Déclaration de mise à jour courante | 2016-09-07 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2015 | 2016-04-14 |
| Déclaration de mise à jour courante | 2015-01-08 |
| Déclaration de mise à jour courante | 2014-12-16 |
| Déclaration de mise à jour courante | 2014-12-09 |
| Déclaration de mise à jour courante | 2014-11-25 |
| Déclaration d'immatriculation | 2014-11-21 |

## Index des noms

| | |
|---|---|
| Date de mise à jour de l'index des noms | 2015-01-08 |

**Nom**

| Nom | Versions du nom dans une autre langue | Date de déclaration du nom | Date de déclaration du retrait du nom | Situation |
|---|---|---|---|---|
| CLUB DE HOCKEY LES REMPARTS DE QUÉBEC (2014) INC. | | 2015-01-08 | | En vigueur |
| 9093702 Canada inc. | | 2014-11-21 | 2015-01-08 | Antérieur |

**Autres noms utilisés au Québec**

| Autre nom | Versions du nom dans une autre langue | Date de déclaration du nom | Date de déclaration du retrait du nom | Situation |
|---|---|---|---|---|
| CLUB DE HOCKEY LES REMPARTS DE QUÉBEC | | 2014-12-16 | | En vigueur |
| FAN CLUB DES REMPARTS DE QUÉBEC | | 2014-12-09 | | En vigueur |
| LES REMPARTS DE QUÉBEC | | 2014-12-09 | | En vigueur |

Québec

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Registraire des entreprises Québec

# Rechercher une entreprise au registre

## État de renseignements d'une personne morale au registre des entreprises

Renseignements en date du 2023-04-04 13:10:45

## État des informations

### Identification de l'entreprise

| | |
|---|---|
| Numéro d'entreprise du Québec (NEQ) | 1145759230 |
| Nom | CLUB DE HOCKEY JUNIOR MAJEUR DE BAIE-COMEAU INC. |

### Adresse du domicile

| | |
|---|---|
| Adresse | 19 av. Marquette<br>Baie-Comeau (Québec) G4Z1K5<br>Canada |

### Adresse du domicile élu

| | |
|---|---|
| Nom de l'entreprise | PME INTER NOTAIRES BAIE-COMEAU INC. |

| | |
|---|---|
| Adresse | 330, LASALLE<br>BAIE-COMEAU (QUÉBEC)<br>G4Z2S5 |

### Immatriculation

| | |
|---|---|
| Date d'immatriculation | 1996-05-01 |
| Statut | Immatriculée |
| Date de mise à jour du statut | 1996-05-01 |
| Date de fin d'existence prévue | Aucune date de fin d'existence n'est déclarée au registre. |

### Forme juridique

| | |
|---|---|
| Forme juridique | Société par actions ou compagnie |
| Date de la constitution | 1996-04-30 Constitution |
| Régime constitutif | QUÉBEC : Loi sur les compagnies partie 1A, RLRQ, C. C-38 |
| Régime courant | QUÉBEC : Loi sur les sociétés par actions (RLRQ, C. S-31.1) |

### Dates des mises à jour

| | |
|---|---|
| Date de mise à jour de l'état de renseignements | 2023-01-17 |
| Date de la dernière déclaration de mise à jour annuelle | 2023-01-17 2022 |
| Date de fin de la période de production de la déclaration de mise à jour annuelle de 2023 | 2024-07-01 |
| Date de fin de la période de production de la déclaration de mise à jour annuelle de 2022 | 2023-07-01 |

### Faillite

L'entreprise n'est pas en faillite.

### Fusion, scission et conversion

Aucune fusion ou scission n'a été déclarée.

### Continuation et autre transformation

Aucune continuation ou autre transformation n'a été déclarée.

### Liquidation ou dissolution

Aucune intention de liquidation ou de dissolution n'a été déclarée.

### Activités économiques et nombre de salariés

### 1er secteur d'activité

| | |
|---|---|
| Code d'activité économique (CAE) | 7599 |
| Activité | Autres exploitants immobiliers |
| Précisions (facultatives) | Compagnie de gestion immobilière |

### 2e secteur d'activité

Aucun renseignement n'a été déclaré.

### Nombre de salariés

Nombre de salariés au Québec

Aucun

## Convention unanime, actionnaires, administrateurs, dirigeants, bénéficiaires ultimes et fondé de pouvoir

### Actionnaires

**Premier actionnaire**

Le premier actionnaire est majoritaire.

| | |
|---|---|
| Nom | VILLE DE BAIE-COMEAU |
| Adresse du domicile | 19 av. Marquette Baie-Comeau (Québec) G4Z1K5 Canada |

### Convention unanime des actionnaires

Il n'existe pas de convention unanime des actionnaires conclue en vertu d’une loi du Québec ou d’une autre autorité législative du Canada.

### Liste des administrateurs

| | |
|---|---|
| Nom de famille | CORRIVEAU |
| Prénom | FRANÇOIS |
| Date du début de la charge | |
| Date de fin de la charge | |
| Fonctions actuelles | Président |
| Adresse du domicile | 430 av. Arthur-A.-Schmon Baie-Comeau (Québec) G4Z3B2 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Tremblay |
| Prénom | Annick |
| Date du début de la charge | 2015-08-31 |
| Date de fin de la charge | |
| Fonctions actuelles | Secrétaire |
| Adresse du domicile | 1408 rue de Mingan Baie-Comeau (Québec) G5C3T6 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Prévéreault |
| Prénom | Carl |
| Date du début de la charge | 2018-08-20 |
| Date de fin de la charge | |
| Fonctions actuelles | Directeur |
| Adresse du domicile | 1165 rue Louis-Amiot Baie-Comeau (Québec) G5C0A3 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Caron |
| Prénom | Jeanie |
| Date du début de la charge | 2019-06-20 |
| Date de fin de la charge | |
| Fonctions actuelles | Trésorier |
| Adresse du domicile | 5 av. Low Baie-Comeau (Québec) G4Z1A7 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Miville |
| Prénom | Alain |
| Date du début de la charge | 2019-06-20 |
| Date de fin de la charge | |
| Fonctions actuelles | Directeur |
| Adresse du domicile | 28 ch. du Lac-Donlon Rivière-aux-Outardes (Québec) G4Z0A7 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | CHOUINARD |
| Prénom | Alain |
| Date du début de la charge | 2021-05-12 |
| Date de fin de la charge | |
| Fonctions actuelles | Directeur |
| Adresse du domicile | 84 av. Damase-Potvin Baie-Comeau (Québec) G4Z2R7 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | LEFRANCOIS |
| Prénom | Félix |
| Date du début de la charge | 2021-05-12 |
| Date de fin de la charge | |
| Fonctions actuelles | Directeur |
| Adresse du domicile | 1195 rue de Mingan Baie-Comeau (Québec) G5C3S1 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | DESCHÊNES |
| Prénom | Serge |
| Date du début de la charge | 2022-01-17 |
| Date de fin de la charge | |
| Fonctions actuelles | Directeur |

| | |
|---|---|
| Adresse du domicile | 735 rue Jean-XXIII Baie-Comeau (Québec) G5C1G3<br>Canada |
| Adresse professionnelle | |

**Dirigeants non membres du conseil d'administration**

Aucun dirigeant non membre du conseil d'administration n'a été déclaré.

**Déclaration relative aux bénéficiaires ultimes**

Aucun renseignement n'a été déclaré.

**Fondé de pouvoir**

Aucun fondé de pouvoir n'a été déclaré.

**Administrateurs du bien d'autrui**

Aucun administrateur du bien d'autrui n'a été déclaré.

## Établissements

Aucun établissement n'a été déclaré.

**Documents en traitement**

Aucun document n'est actuellement traité par le Registraire des entreprises.

## Index des documents

**Documents conservés**

| Type de document | Date de dépôt au registre |
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| DÉCLARATION DE MISE À JOUR ANNUELLE 2022 | 2023-01-17 |
| Déclaration de mise à jour courante | 2022-03-30 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2021 | 2022-03-23 |
| Déclaration de mise à jour courante | 2021-05-26 |
| Déclaration de mise à jour courante | 2021-05-21 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2020 | 2021-05-21 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2019 | 2020-04-24 |
| Déclaration de mise à jour courante | 2019-09-09 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2018 | 2019-01-24 |
| Déclaration de mise à jour courante | 2018-09-18 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2017 | 2018-05-29 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2016 | 2017-02-16 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2015 | 2016-03-18 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2014 | 2015-06-03 |
| Déclaration de mise à jour courante | 2015-01-28 |
| Déclaration de mise à jour courante | 2014-06-13 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2013 | 2014-05-21 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2012 | 2013-03-21 |
| Déclaration de mise à jour de correction | 2013-03-13 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2011 | 2012-04-10 |
| Déclaration annuelle 2010 | 2012-04-03 |
| Déclaration de mise à jour courante | 2011-03-30 |
| Déclaration modificative | 2010-02-18 |
| État et déclaration de renseignements 2009 | 2009-07-02 |
| État et déclaration de renseignements 2008 | 2008-12-12 |
| Déclaration modificative | 2008-04-11 |
| Déclaration modificative | 2008-02-19 |
| Certificat de modification | 2008-01-29 |
| État et déclaration de renseignements 2007 | 2008-01-04 |
| État et déclaration de renseignements 2006 | 2007-02-20 |
| Déclaration modificative | 2006-08-15 |
| Déclaration annuelle 2005 | 2005-11-30 |
| Déclaration annuelle 2004 | 2004-11-25 |
| Déclaration modificative | 2004-06-01 |
| Déclaration annuelle 2003 | 2003-12-13 |
| Déclaration modificative | 2002-12-12 |
| Déclaration modificative | 2002-10-11 |
| Déclaration annuelle 2002 | 2002-10-08 |
| Déclaration annuelle 2001 | 2001-11-15 |
| Déclaration modificative | 2001-03-27 |
| Déclaration annuelle 2000 | 2000-10-23 |
| Déclaration annuelle 1999 | 2000-02-01 |
| Déclaration annuelle 1998 | 1999-03-05 |
| Déclaration initiale | 1998-04-16 |
| Déclaration annuelle 1997 | 1998-01-22 |
| Certificat de modification | 1997-05-22 |
| Déclaration annuelle 1996 | 1997-02-13 |

| Type de document | Date de dépôt au registre |
|---|---|
| Certificat de constitution | 1996-05-01 |

## Index des noms

Date de mise à jour de l'index des noms 2013-03-13

### Nom

| Nom | Versions du nom dans une autre langue | Date de déclaration du nom | Date de déclaration du retrait du nom | Situation |
|---|---|---|---|---|
| CLUB DE HOCKEY JUNIOR MAJEUR DE BAIE-COMEAU INC. | | 1996-04-30 | | En vigueur |

### Autres noms utilisés au Québec

| Autre nom | Versions du nom dans une autre langue | Date de déclaration du nom | Date de déclaration du retrait du nom | Situation |
|---|---|---|---|---|
| LE DRAKKAR | | 2002-12-12 | | En vigueur |

Québec

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Registraire des entreprises Québec

# Rechercher une entreprise au registre

## État de renseignements d'une personne morale au registre des entreprises

Renseignements en date du 2023-04-04 13:36:43

### État des informations

#### Identification de l'entreprise

| | |
|---|---|
| Numéro d'entreprise du Québec (NEQ) | 1142646547 |
| Nom | LE CLUB DE HOCKEY L'OCÉANIC DE RIMOUSKI INC. |

#### Adresse du domicile

| | |
|---|---|
| Adresse | 111 2e Rue O<br>Rimouski (Québec) G5L4X3<br>Canada |

#### Adresse du domicile élu

| | |
|---|---|
| **Nom de l'entreprise** | Le Club de hockey L'Océanic de Rimouski Inc. |
| **Nom de la personne physique** | |
| Nom de famille | Gendron |
| Prénom | Pénélope |

| | |
|---|---|
| Adresse | 111, 2E RUE OUEST CP 816<br>RIMOUSKI QC<br>G5L7C9 |

#### Immatriculation

| | |
|---|---|
| Date d'immatriculation | 1995-02-16 |
| Statut | Immatriculée |
| Date de mise à jour du statut | 1995-02-16 |
| Date de fin d'existence prévue | Aucune date de fin d'existence n'est déclarée au registre. |

#### Forme juridique

| | |
|---|---|
| Forme juridique | Société par actions ou compagnie |
| Date de la constitution | 1995-02-09 Constitution |
| Régime constitutif | QUÉBEC : Loi sur les compagnies partie 1A, RLRQ, C. C-38 |
| Régime courant | QUÉBEC : Loi sur les sociétés par actions (RLRQ, C. S-31.1) |

#### Dates des mises à jour

| | |
|---|---|
| Date de mise à jour de l'état de renseignements | 2022-11-25 |
| Date de la dernière déclaration de mise à jour annuelle | 2022-09-28 2022 |
| Date de fin de la période de production de la déclaration de mise à jour annuelle de 2023 | 2023-12-01 |
| Date de fin de la période de production de la déclaration de mise à jour annuelle de 2022 | 2022-12-01 |

#### Faillite

L'entreprise n'est pas en faillite.

#### Fusion, scission et conversion

Aucune fusion ou scission n'a été déclarée.

#### Continuation et autre transformation

Aucune continuation ou autre transformation n'a été déclarée.

#### Liquidation ou dissolution

Aucune intention de liquidation ou de dissolution n'a été déclarée.

### Activités économiques et nombre de salariés

#### 1er secteur d'activité

| | |
|---|---|
| Code d'activité économique (CAE) | 9659 |
| Activité | Autres clubs sportifs et services de loisirs |
| Précisions (facultatives) | - |

#### 2e secteur d'activité

Aucun renseignement n'a été déclaré.

### Nombre de salariés

Nombre de salariés au Québec

De 26 à 49

## Convention unanime, actionnaires, administrateurs, dirigeants, bénéficiaires ultimes et fondé de pouvoir

### Actionnaires

**Premier actionnaire**

Le premier actionnaire n'est pas majoritaire.

| | |
|---|---|
| Nom | Gestion Alexandre Tanguay Inc. |
| Adresse du domicile | 280-4815 BOUL. de l'Ormière Québec Québec G1P1K6 Canada |

**Deuxième actionnaire**

| | |
|---|---|
| Nom | 9019-8763 QUÉBEC INC. |
| Adresse du domicile | 111 2e Rue O Rimouski (Québec) G5L4X3 Canada |

### Convention unanime des actionnaires

Il n'existe pas de convention unanime des actionnaires conclue en vertu d’une loi du Québec ou d’une autre autorité législative du Canada.

### Liste des administrateurs

| | |
|---|---|
| Nom de famille | MARTIN |
| Prénom | HENRI |
| Date du début de la charge | |
| Date de fin de la charge | |
| Fonctions actuelles | Trésorier |
| Adresse du domicile | 374 rue Dubé Rimouski (Québec) G5L4W8 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Khalil |
| Prénom | Louis |
| Date du début de la charge | 2010-06-01 |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |
| Adresse du domicile | 57 rue Jules-A.-Brillant Rimouski (Québec) G5L1X1 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | LeBlanc |
| Prénom | Jean-Philippe |
| Date du début de la charge | 2010-06-01 |
| Date de fin de la charge | |
| Fonctions actuelles | Secrétaire |
| Adresse du domicile | 84 rue de la Paix Rimouski (Québec) G5M0C1 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Bélanger |
| Prénom | Simon |
| Date du début de la charge | 2010-06-01 |
| Date de fin de la charge | |
| Fonctions actuelles | Vice-président |
| Adresse du domicile | 267 rue Sainte-Ursule Rimouski (Québec) G5L3B4 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Tanguay |
| Prénom | Alexandre |
| Date du début de la charge | 2015-09-25 |
| Date de fin de la charge | |
| Fonctions actuelles | Président |
| Adresse du domicile | 2414 rue Nérée-Beauchemin Québec (Québec) G1T1H6 Canada |
| Adresse professionnelle | |

### Dirigeants non membres du conseil d'administration

Aucun dirigeant non membre du conseil d'administration n'a été déclaré.

### Déclaration relative aux bénéficiaires ultimes

Aucun renseignement n'a été déclaré.

### Fondé de pouvoir

Aucun fondé de pouvoir n'a été déclaré.

### Administrateurs du bien d'autrui

Aucun administrateur du bien d'autrui n'a été déclaré.

## Établissements

Aucun établissement n'a été déclaré.

### Documents en traitement

Aucun document n'est actuellement traité par le Registraire des entreprises.

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| DÉCLARATION DE MISE À JOUR ANNUELLE 2022 | 2022-09-28 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2021 | 2021-10-23 |
| Déclaration de mise à jour courante | 2021-10-14 |
| Déclaration de mise à jour courante | 2021-05-04 |
| Déclaration de mise à jour courante | 2021-02-18 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2020 | 2020-10-10 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2019 | 2019-10-02 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2018 | 2018-09-01 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2017 | 2017-08-30 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2016 | 2016-09-13 |
| Déclaration de mise à jour courante | 2016-07-07 |
| Déclaration de mise à jour courante | 2015-12-18 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2015 | 2015-09-25 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2014 | 2014-09-11 |
| Déclaration de mise à jour courante | 2014-03-18 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2013 | 2013-09-05 |
| Déclaration de mise à jour courante | 2013-08-06 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2012 | 2012-11-06 |
| Déclaration annuelle 2011 | 2011-11-08 |
| État et déclaration de renseignements 2010 | 2010-11-26 |
| État et déclaration de renseignements 2009 | 2009-11-11 |
| État et déclaration de renseignements 2008 | 2008-11-27 |
| État et déclaration de renseignements 2007 | 2008-02-05 |
| État et déclaration de renseignements 2006 | 2007-02-05 |
| Déclaration modificative | 2006-04-05 |
| Déclaration annuelle 2005 | 2006-02-15 |
| Déclaration annuelle 2004 | 2005-01-26 |
| Déclaration annuelle 2003 | 2004-02-11 |
| Déclaration annuelle 2002 | 2003-01-17 |
| Déclaration annuelle 2001 | 2002-01-24 |
| Déclaration annuelle 2000 | 2001-02-13 |
| Déclaration annuelle 1999 | 1999-12-23 |
| Déclaration annuelle 1998 | 1999-03-23 |
| Déclaration annuelle 1997 | 1998-04-17 |
| Déclaration modificative | 1997-08-12 |
| Déclaration annuelle 1996 | 1997-01-21 |
| Déclaration annuelle 1995 | 1995-12-06 |
| Déclaration initiale | 1995-07-31 |
| Déclaration modificative | 1995-06-22 |
| Certificat de modification | 1995-06-07 |
| Certificat de constitution | 1995-02-16 |

## Index des noms

Date de mise à jour de l'index des noms 1995-06-07

### Nom

| Nom | Versions du nom dans une autre langue | Date de déclaration du nom | Date de déclaration du retrait du nom | Situation |
|---|---|---|---|---|
| LE CLUB DE HOCKEY L'OCÉANIC DE RIMOUSKI INC. | | 1995-06-06 | | En vigueur |
| 9016-1019 QUÉBEC INC. | | 1995-02-09 | 1995-06-06 | Antérieur |

### Autres noms utilisés au Québec

Aucun autre nom utilisé au Québec n'a été déclaré.

Québec

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Registraire des entreprises Québec

# Rechercher une entreprise au registre

## État de renseignements d'une personne morale au registre des entreprises

Renseignements en date du 2023-04-04 13:22:19

### État des informations

#### Identification de l'entreprise

| | |
|---|---|
| Numéro d'entreprise du Québec (NEQ) | 1144684132 |
| Nom | LES TIGRES DE VICTORIAVILLE (1991) INC. |

#### Adresse du domicile

| | |
|---|---|
| Adresse | 400 boul. Jutras E<br>Victoriaville (Québec) G6P0B8<br>Canada |

#### Adresse du domicile élu

| | |
|---|---|
| Adresse | Aucune adresse |

#### Immatriculation

| | |
|---|---|
| Date d'immatriculation | 1995-05-24 |
| Statut | Immatriculée |
| Date de mise à jour du statut | 1995-05-24 |
| Date de fin d’existence prévue | Aucune date de fin d'existence n'est déclarée au registre. |

#### Forme juridique

| | |
|---|---|
| Forme juridique | Personne morale sans but lucratif |
| Date de la constitution | 1991-10-28 Constitution |
| Régime constitutif | QUÉBEC : Loi sur les compagnies, Partie 3 (RLRQ, C. C-38) |
| Régime courant | QUÉBEC : Loi sur les compagnies, Partie 3 (RLRQ, C. C-38) |

#### Dates des mises à jour

| | |
|---|---|
| Date de mise à jour de l'état de renseignements | 2022-10-28 |
| Date de la dernière déclaration de mise à jour annuelle | 2022-10-28 2022 |
| Date de fin de la période de production de la déclaration de mise à jour annuelle de 2023 | 2023-12-01 |
| Date de fin de la période de production de la déclaration de mise à jour annuelle de 2022 | 2022-12-01 |

#### Faillite

L'entreprise n'est pas en faillite.

#### Fusion, scission et conversion

Aucune fusion ou scission n'a été déclarée.

#### Continuation et autre transformation

Aucune continuation ou autre transformation n'a été déclarée.

#### Liquidation ou dissolution

Aucune intention de liquidation ou de dissolution n'a été déclarée.

#### Activités économiques et nombre de salariés

#### 1er secteur d'activité

| | |
|---|---|
| Code d'activité économique (CAE) | 9650 |
| Activité | Clubs sportifs et services de loisirs |

Précisions (facultatives) CLUB DE HOCKEY SUR GLACE JUNIOR

**2e secteur d'activité**

Aucun renseignement n'a été déclaré.

**Nombre de salariés**

Nombre de salariés au Québec

De 11 à 25

## Administrateurs, dirigeants et fondé de pouvoir

**Liste des administrateurs**

| | |
|---|---|
| Nom de famille | LABRIE |
| Prénom | ROCK |
| Date du début de la charge | 2013-09-30 |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |
| Adresse du domicile | 535 BOUL. JUTRAS E VICTORIAVILLE Québec G6P7H4 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | PELLERIN |
| Prénom | CHARLES |
| Date du début de la charge | 2016-07-15 |
| Date de fin de la charge | |
| Fonctions actuelles | Président |
| Adresse du domicile | 344 rue Olivier Victoriaville (Québec) G6P5H1 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | RONDEAU |
| Prénom | PATRICK |
| Date du début de la charge | 2014-05-01 |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |
| Adresse du domicile | 66 rue Louise Victoriaville (Québec) G6T1M4 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | CARRIER |
| Prénom | YVAN |
| Date du début de la charge | 2015-08-18 |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |
| Adresse du domicile | 1804 av. du Parc Plessisville (Québec) G6L3M1 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | TARDIF |
| Prénom | Raymond |
| Date du début de la charge | 2017-10-17 |
| Date de fin de la charge | |
| Fonctions actuelles | Secrétaire |
| Adresse du domicile | 437 rue des Pétunias Victoriaville (Québec) G6T0N7 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | LEBLANC |
| Prénom | Dominic |
| Date du début de la charge | 2018-02-15 |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |
| Adresse du domicile | 10 boul. Arthabaska O Victoriaville (Québec) G6S0P2 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | BOUTET |
| Prénom | Martin |
| Date du début de la charge | 2018-09-11 |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |
| Adresse du domicile | 4 rue Bourbeau Victoriaville (Québec) G6P4P7 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | DUMONT |
| Prénom | CHARLES-OLIVIER |
| Date du début de la charge | 2018-09-11 |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |

| | |
|---|---|
| Adresse du domicile | 268 rue des Roses Victoriaville (Québec) G6T2V6 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | ROUX |
| Prénom | SYLVAIN |
| Date du début de la charge | 2018-09-11 |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |
| Adresse du domicile | 3 rue Philibert Saint-Christophe-d'Arthabaska (Québec) G6R0Z1 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | POULIOT |
| Prénom | PIERRE-ALEXANDRE |
| Date du début de la charge | 2020-05-31 |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |
| Adresse du domicile | 10 rue Patry Victoriaville (Québec) G6P2A1 Canada |
| Adresse professionnelle | |

**Dirigeants non membres du conseil d'administration**

Aucun dirigeant non membre du conseil d'administration n'a été déclaré.

**Fondé de pouvoir**

Aucun fondé de pouvoir n'a été déclaré.

**Administrateurs du bien d'autrui**

Aucun administrateur du bien d'autrui n'a été déclaré.

## Établissements

| Numéro et nom de l'établissement | Adresse | Activités économiques (CAE) |
|---|---|---|
| **0001 - LES TIGRES DE VICTORIAVILLE (1991) INC.**<br><br>**(Établissement principal)** | 400 boul. Jutras E Victoriaville (Québec) G6P0B8 Canada | Clubs sportifs et services de loisirs (9650)<br><br>Tavernes, bars et boîtes de nuit (9221) |
| 0002 - Colisée Desjardins | 400 boul. Jutras E Victoriaville (Québec) G6P0B8 Canada | Clubs sportifs et services de loisirs (9650)<br><br>Tavernes, bars et boîtes de nuit (9221) |

**Documents en traitement**

Aucun document n'est actuellement traité par le Registraire des entreprises.

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| Déclaration de mise à jour courante | 2022-10-05 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2021 | 2021-10-19 |
| Déclaration de mise à jour courante | 2020-10-15 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2020 | 2020-08-03 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2019 | 2019-09-09 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2018 | 2018-10-23 |
| Déclaration de mise à jour courante | 2018-04-11 |
| Déclaration de mise à jour de correction | 2018-02-19 |
| Déclaration de mise à jour courante | 2018-02-14 |
| Déclaration de mise à jour courante | 2017-09-14 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2017 | 2017-09-14 |
| Déclaration de mise à jour courante | 2016-11-07 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2016 | 2016-08-31 |
| Déclaration de mise à jour courante | 2015-08-26 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2015 | 2015-08-25 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2014 | 2014-08-13 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2013 | 2013-10-31 |
| Déclaration de mise à jour courante | 2012-10-29 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2012 | 2012-10-10 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2011 | 2011-09-15 |

| Type de document | Date de dépôt au registre |
|---|---|
| État et déclaration de renseignements 2010 | 2010-10-07 |
| Déclaration modificative | 2009-09-09 |
| État et déclaration de renseignements 2009 | 2009-06-30 |
| État et déclaration de renseignements 2008 | 2009-02-04 |
| État et déclaration de renseignements 2007 | 2007-10-16 |
| État et déclaration de renseignements 2006 | 2006-11-20 |
| Déclaration annuelle 2005 | 2006-06-14 |
| Déclaration annuelle 2004 | 2005-01-19 |
| Déclaration annuelle 2003 | 2004-02-16 |
| Déclaration annuelle 2002 | 2002-12-12 |
| Déclaration annuelle 2001 | 2001-11-01 |
| Déclaration annuelle 2000 | 2000-11-22 |
| Déclaration annuelle 1999 | 1999-09-23 |
| Déclaration annuelle 1998 | 1999-01-20 |
| Déclaration annuelle 1997 | 1998-01-07 |
| Déclaration annuelle 1996 | 1997-02-14 |
| Déclaration annuelle 1996 | 1997-02-14 |
| Déclaration annuelle 1995 | 1996-05-17 |
| Déclaration d'immatriculation | 1995-05-24 |

## Index des noms

Date de mise à jour de l'index des noms 2020-10-15

### Nom

| Nom | Versions du nom dans une autre langue | Date de déclaration du nom | Date de déclaration du retrait du nom | Situation |
|---|---|---|---|---|
| LES TIGRES DE VICTORIAVILLE (1991) INC. | | 1991-10-28 | | En vigueur |

### Autres noms utilisés au Québec

| Autre nom | Versions du nom dans une autre langue | Date de déclaration du nom | Date de déclaration du retrait du nom | Situation |
|---|---|---|---|---|
| Colisée Desjardins | Desjardins Coliseum | 2020-10-15 | | En vigueur |

Québec

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Registraire des entreprises Québec

# Rechercher une entreprise au registre

## État de renseignements d'une personne morale au registre des entreprises

Renseignements en date du 2023-04-04 13:23:40

### État des informations

#### Identification de l'entreprise

| | |
|---|---|
| Numéro d'entreprise du Québec (NEQ) | 1145509981 |
| Nom | CLUB DE HOCKEY SHAWINIGAN INC. |

#### Adresse du domicile

| | |
|---|---|
| Adresse | 1 RUE Jacques-Plante<br>Shawinigan Québec G9N0B7<br>Canada |

#### Adresse du domicile élu

| | |
|---|---|
| **Nom de l'entreprise** | CLUB DE HOCKEY SHAWINIGAN INC. |
| **Nom de la personne physique** | |
| Nom de famille | SÉGUIN |
| Prénom | MARIE-HÉLÈNE |

| | |
|---|---|
| Adresse | 1 RUE Jacques-Plante<br>Shawinigan Québec G9N0B7<br>Canada |

#### Immatriculation

| | |
|---|---|
| Date d'immatriculation | 1996-02-16 |
| Statut | Immatriculée |
| Date de mise à jour du statut | 1996-02-16 |
| Date de fin d'existence prévue | Aucune date de fin d'existence n'est déclarée au registre. |

#### Forme juridique

| | |
|---|---|
| Forme juridique | Personne morale sans but lucratif |
| Date de la constitution | 1967-08-25 Constitution |
| Régime constitutif | QUÉBEC : Loi sur les compagnies, Partie 3 (RLRQ, C. C-38) |
| Régime courant | QUÉBEC : Loi sur les compagnies, Partie 3 (RLRQ, C. C-38) |

#### Dates des mises à jour

| | |
|---|---|
| Date de mise à jour de l'état de renseignements | 2022-07-24 |
| Date de la dernière déclaration de mise à jour annuelle | 2022-07-24 2022 |
| Date de fin de la période de production de la déclaration de mise à jour annuelle de 2023 | 2023-12-01 |
| Date de fin de la période de production de la déclaration de mise à jour annuelle de 2022 | 2022-12-01 |

#### Faillite

L'entreprise n'est pas en faillite.

#### Fusion, scission et conversion

Aucune fusion ou scission n'a été déclarée.

#### Continuation et autre transformation

Aucune continuation ou autre transformation n'a été déclarée.

#### Liquidation ou dissolution

Aucune intention de liquidation ou de dissolution n'a été déclarée.

### Activités économiques et nombre de salariés

#### 1er secteur d'activité

| | |
|---|---|
| Code d'activité économique (CAE) | 9650 |
| Activité | Clubs sportifs et services de loisirs |
| Précisions (facultatives) | CLUB DE HOCKEY SUR GLACE (AMATEUR) AFFILIÉ LHJMQ |

#### 2e secteur d'activité

| | |
|---|---|
| Code d'activité économique (CAE) | 9211 |
| Activité | Restaurants avec permis d'alcool |
| Précisions (facultatives) | - |

#### Nombre de salariés

Nombre de salariés au Québec

De 50 à 99

## Administrateurs, dirigeants et fondé de pouvoir

### Liste des administrateurs

| | |
|---|---|
| Nom de famille | MONDOU |
| Prénom | MARTIN |
| Date du début de la charge | |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |
| Adresse du domicile | 191 av. Forman Shawinigan (Québec) G9T2T5 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | PICHÉ |
| Prénom | ÉRIC |
| Date du début de la charge | |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |
| Adresse du domicile | 5270 rue Savoie Trois-Rivières (Québec) G8Y7L1 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | HALLÉ |
| Prénom | FRANÇOIS |
| Date du début de la charge | 2021-06-16 |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |
| Adresse du domicile | 1325, 113E RUE SHAWINIGAN-SUD (QUÉBEC) G9P2X3 |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Lessard |
| Prénom | Claude |
| Date du début de la charge | 2012-09-11 |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |
| Adresse du domicile | 130 ch. du Domaine-Saint-Maurice Shawinigan (Québec) G9T7J3 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Darchen |
| Prénom | Justin |
| Date du début de la charge | 2012-09-11 |
| Date de fin de la charge | |
| Fonctions actuelles | Trésorier |
| Adresse du domicile | 161 rue Hooper Shawinigan (Québec) G9T7E7 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Lavergne |
| Prénom | Roger |
| Date du début de la charge | 2014-09-19 |
| Date de fin de la charge | |
| Fonctions actuelles | Président |
| Adresse du domicile | 10442 av. du Beau-Rivage Shawinigan (Québec) G9N6T6 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | St-Jean |
| Prénom | Jonathan |
| Date du début de la charge | 2014-09-19 |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |
| Adresse du domicile | 341 av. du Plateau Shawinigan (Québec) G9T3B6 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Perro |
| Prénom | Bryan |
| Date du début de la charge | 2015-05-20 |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |

| | |
|---|---|
| Adresse du domicile | 2031 ch. Sucreries Saint-Mathieu-du-Parc Québec G0X1N0 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Séguin |
| Prénom | Marie-Hélène |
| Date du début de la charge | 2019-05-28 |
| Date de fin de la charge | |
| Fonctions actuelles | Secrétaire |
| Adresse du domicile | 910 210e Rue Shawinigan (Québec) G9T6S4 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Boucher |
| Prénom | Mario |
| Date du début de la charge | 2019-05-28 |
| Date de fin de la charge | |
| Fonctions actuelles | Vice-président |
| Adresse du domicile | 3463 av. Moïsette-Olier Shawinigan (Québec) G9R1C1 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Bellemare |
| Prénom | Michaël |
| Date du début de la charge | 2019-05-28 |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |
| Adresse du domicile | 165 rue Robert-Drouin Trois-Rivières (Québec) G8W2N1 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Gilbert |
| Prénom | Éric |
| Date du début de la charge | 2021-06-16 |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |
| Adresse du domicile | 5041 rue Jos-Denoncourt Shawinigan (Québec) G9P0B4 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Gignac |
| Prénom | Stéphane |
| Date du début de la charge | 2022-04-26 |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |
| Adresse du domicile | 6030 rue Goyer Trois-Rivières (Québec) G8Y7A8 Canada |
| Adresse professionnelle | |

### Dirigeants non membres du conseil d'administration

Aucun dirigeant non membre du conseil d'administration n'a été déclaré.

### Fondé de pouvoir

Aucun fondé de pouvoir n'a été déclaré.

### Administrateurs du bien d'autrui

Aucun administrateur du bien d'autrui n'a été déclaré.

## Établissements

Aucun établissement n'a été déclaré.

### Documents en traitement

Aucun document n'est actuellement traité par le Registraire des entreprises.

## Index des documents

### Documents conservés

| Type de document | Date de dépôt au registre |
|---|---|
| DÉCLARATION DE MISE À JOUR ANNUELLE 2022 | 2022-07-24 |
| Déclaration de mise à jour courante | 2022-05-03 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2021 | 2021-06-17 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2020 | 2020-08-25 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2019 | 2019-07-10 |
| Déclaration de mise à jour courante | 2018-12-03 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2018 | 2018-07-11 |
| Déclaration de mise à jour courante | 2017-06-08 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2017 | 2017-06-06 |
| Déclaration de mise à jour courante | 2017-01-26 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2016 | 2016-07-28 |
| Déclaration de mise à jour courante | 2015-12-30 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2015 | 2015-06-18 |
| Déclaration de mise à jour courante | 2014-12-12 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2014 | 2014-10-28 |
| Déclaration de mise à jour courante | 2013-11-29 |
| Déclaration de mise à jour courante | 2013-11-08 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2013 | 2013-09-03 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2012 | 2012-11-30 |
| Déclaration de mise à jour courante | 2012-11-20 |
| Déclaration de mise à jour courante | 2012-08-14 |
| Déclaration de mise à jour courante | 2012-06-20 |
| Déclaration de mise à jour courante | 2012-06-19 |
| Déclaration de mise à jour courante | 2012-01-20 |
| Déclaration de mise à jour courante | 2011-07-19 |
| Déclaration annuelle 2010 | 2010-06-01 |
| Déclaration annuelle 2009 | 2010-06-01 |
| Déclaration annuelle 2008 | 2010-06-01 |
| Avis de défaut | 2010-03-23 |
| Déclaration modificative | 2009-09-17 |
| Déclaration modificative | 2009-07-22 |
| Avis de défaut | 2009-04-29 |
| Déclaration modificative | 2008-12-18 |
| État et déclaration de renseignements 2007 | 2008-12-08 |
| Déclaration modificative | 2008-12-08 |
| Avis de défaut | 2008-03-13 |
| État et déclaration de renseignements 2006 | 2007-02-27 |
| Déclaration annuelle 2005 | 2006-02-14 |
| Déclaration annuelle 2004 | 2004-11-12 |
| Déclaration annuelle 2003 | 2003-11-18 |
| Lettres patentes supplémentaires | 2003-10-01 |
| Déclaration annuelle 2002 | 2002-11-26 |
| Déclaration annuelle 2001 | 2002-01-22 |
| Déclaration annuelle 2000 | 2000-11-20 |
| Déclaration annuelle 1999 | 2000-01-26 |
| Déclaration annuelle 1998 | 1999-02-15 |
| Déclaration annuelle 1997 | 1997-11-17 |
| Déclaration annuelle 1996 | 1997-01-23 |
| Déclaration d'immatriculation | 1996-02-16 |

**Index des noms**

| | |
|---|---|
| Date de mise à jour de l'index des noms | 1996-02-16 |

**Nom**

| Nom | Versions du nom dans une autre langue | Date de déclaration du nom | Date de déclaration du retrait du nom | Situation |
|---|---|---|---|---|
| CLUB DE HOCKEY SHAWINIGAN INC. | | 1967-08-25 | | En vigueur |

**Autres noms utilisés au Québec**

| Autre nom | Versions du nom dans une autre langue | Date de déclaration du nom | Date de déclaration du retrait du nom | Situation |
|---|---|---|---|---|
| CATARACTES DE SHAWINIGAN | | 1996-02-16 | | En vigueur |

Québec

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Registraire des entreprises Québec

# Rechercher une entreprise au registre

## État de renseignements d'une personne morale au registre des entreprises

Renseignements en date du 2023-04-04 13:25:40

## État des informations

### Identification de l'entreprise

| | |
|---|---|
| Numéro d'entreprise du Québec (NEQ) | 1167551945 |
| Nom | 7759983 CANADA INC |

### Adresse du domicile

| | |
|---|---|
| Adresse | 360 rue du Cégep<br>Sherbrooke (Québec) J1E2J9<br>Canada |

### Adresse du domicile élu

| | |
|---|---|
| Nom de l'entreprise | 7759983 Canada inc. |

| | |
|---|---|
| Adresse | 360 rue du Cégep<br>Sherbrooke (Québec) J1E2J9<br>Canada |

### Immatriculation

| | |
|---|---|
| Date d'immatriculation | 2011-08-01 |
| Statut | Immatriculée |
| Date de mise à jour du statut | 2011-08-01 |
| Date de fin d'existence prévue | Aucune date de fin d'existence n'est déclarée au registre. |

### Forme juridique

| | |
|---|---|
| Forme juridique | Société par actions ou compagnie |
| Date de la constitution | 2011-01-25 Constitution |
| Régime constitutif | CANADA: Loi canadienne sur les sociétés par actions, L.R.C. (1985), c. C-44 |
| Régime courant | CANADA: Loi canadienne sur les sociétés par actions, L.R.C. (1985), c. C-44 |

### Dates des mises à jour

| | |
|---|---|
| Date de mise à jour de l'état de renseignements | 2022-12-23 |
| Date de la dernière déclaration de mise à jour annuelle | 2022-12-23 2022 |
| Date de fin de la période de production de la déclaration de mise à jour annuelle de 2023 | 2023-12-01 |
| Date de fin de la période de production de la déclaration de mise à jour annuelle de 2022 | 2022-12-01 |

### Faillite

L'entreprise n'est pas en faillite.

### Fusion, scission et conversion

Aucune fusion ou scission n'a été déclarée.

### Continuation et autre transformation

Aucune continuation ou autre transformation n'a été déclarée.

### Liquidation ou dissolution

Aucune intention de liquidation ou de dissolution n'a été déclarée.

### Activités économiques et nombre de salariés

### 1er secteur d'activité

| | |
|---|---|
| Code d'activité économique (CAE) | 9659 |
| Activité | Autres clubs sportifs et services de loisirs |
| Précisions (facultatives) | - |

### 2e secteur d'activité

Aucun renseignement n'a été déclaré.

### Nombre de salariés

Nombre de salariés au Québec

De 6 à 10

## Convention unanime, actionnaires, administrateurs, dirigeants, bénéficiaires ultimes et fondé de pouvoir

### Actionnaires

**Premier actionnaire**

Le premier actionnaire n'est pas majoritaire.

| | |
|---|---|
| Nom de famille | THIBAULT |
| Prénom | JOCELYN |
| Adresse du domicile | 550 ch. du Domaine Saint-Denis-de-Brompton (Québec) J0B2P0 Canada |
| Adresse professionnelle | |

**Deuxième actionnaire**

| | |
|---|---|
| Nom de famille | Bourque |
| Prénom | Denis |
| Adresse du domicile | 1035 rue Rostand Sherbrooke (Québec) J1J4P3 Canada |
| Adresse professionnelle | |

**Troisième actionnaire**

| | |
|---|---|
| Nom de famille | Fortier |
| Prénom | Jacques |
| Adresse du domicile | 100-2600 RUE Sylvestre Sherbrooke Québec J1J0A5 Canada |
| Adresse professionnelle | |

### Convention unanime des actionnaires

Il existe une convention unanime des actionnaires conclue en vertu d’une loi du Québec ou d’une autre autorité législative du Canada.

### Liste des administrateurs

| | |
|---|---|
| Nom de famille | Bourque |
| Prénom | Denis |
| Date du début de la charge | 2011-08-17 |
| Date de fin de la charge | |
| Fonctions actuelles | Président |
| Adresse du domicile | 1035 rue Rostand Sherbrooke (Québec) J1J4P3 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Bennett |
| Prénom | Danny |
| Date du début de la charge | 2011-08-17 |
| Date de fin de la charge | |
| Fonctions actuelles | Secrétaire, Trésorier |
| Adresse du domicile | 23 rue Winder Sherbrooke (Québec) J1M1L5 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Thibault |
| Prénom | Jocelyn |
| Date du début de la charge | 2011-08-17 |
| Date de fin de la charge | |
| Fonctions actuelles | Vice-président |
| Adresse du domicile | 550 ch. du Domaine Saint-Denis-de-Brompton (Québec) J0B2P0 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Thibault |
| Prénom | Ronald |
| Date du début de la charge | 2011-08-17 |
| Date de fin de la charge | |
| Fonctions actuelles | Vice-président |
| Adresse du domicile | 270 ch. du Domaine Saint-Denis-de-Brompton (Québec) J0B2P0 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Robidas |
| Prénom | Stéphane |
| Date du début de la charge | 2011-08-17 |
| Date de fin de la charge | |
| Fonctions actuelles | Vice-président |
| Adresse du domicile | 380 CH. du Domaine St-Denis de Brompton Québec J0B2P0 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Beaudoin |
| Prénom | Mario |
| Date du début de la charge | 2011-08-17 |
| Date de fin de la charge | |
| Fonctions actuelles | Vice-président |
| Adresse du domicile | 710 rue Rostand Sherbrooke (Québec) J1J4P3 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Aubé |
| Prénom | Mario |
| Date du début de la charge | |
| Date de fin de la charge | |
| Fonctions actuelles | Vice-président |
| Adresse du domicile | 2730 rue Honoré-De Balzac Sherbrooke (Québec) J1L0B2 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Fortier |
| Prénom | Jacques |
| Date du début de la charge | 2015-07-20 |
| Date de fin de la charge | |
| Fonctions actuelles | Vice-président |

| | |
|---|---|
| Adresse du domicile | 100-2600 RUE Sylvestre Sherbrooke Québec J1J0A5 Canada |
| Adresse professionnelle | |

**Dirigeants non membres du conseil d'administration**

Aucun dirigeant non membre du conseil d'administration n'a été déclaré.

**Déclaration relative aux bénéficiaires ultimes**

Aucun renseignement n'a été déclaré.

**Fondé de pouvoir**

Aucun fondé de pouvoir n'a été déclaré.

**Administrateurs du bien d'autrui**

Aucun administrateur du bien d'autrui n'a été déclaré.

## Établissements

Aucun établissement n'a été déclaré.

**Documents en traitement**

Aucun document n'est actuellement traité par le Registraire des entreprises.

## Index des documents

**Documents conservés**

| Type de document | Date de dépôt au registre |
|---|---|
| DÉCLARATION DE MISE À JOUR ANNUELLE 2022 | 2022-12-23 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2021 | 2022-04-29 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2020 | 2021-01-23 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2019 | 2019-12-03 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2018 | 2018-11-29 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2017 | 2017-11-29 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2016 | 2016-12-01 |
| Déclaration de mise à jour de correction | 2016-05-30 |
| Déclaration de mise à jour courante | 2015-09-10 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2015 | 2015-07-07 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2014 | 2014-07-15 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2013 | 2013-12-03 |
| Déclaration de mise à jour courante | 2013-10-15 |
| Déclaration de mise à jour courante | 2013-01-30 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2012 | 2012-11-30 |
| Déclaration de mise à jour courante | 2012-11-06 |
| Déclaration de mise à jour courante | 2012-03-22 |
| Déclaration de mise à jour courante | 2011-12-12 |
| Déclaration de mise à jour courante | 2011-11-28 |
| Déclaration de mise à jour courante | 2011-08-17 |
| Déclaration d'immatriculation | 2011-08-01 |

## Index des noms

| | |
|---|---|
| Date de mise à jour de l'index des noms | 2015-09-10 |

**Nom**

| Nom | Versions du nom dans une autre langue | Date de déclaration du nom | Date de déclaration du retrait du nom | Situation |
|---|---|---|---|---|
| 7759983 CANADA INC | | 2011-08-01 | | En vigueur |

**Autres noms utilisés au Québec**

| Autre nom | Versions du nom dans une autre langue | Date de déclaration du nom | Date de déclaration du retrait du nom | Situation |
|---|---|---|---|---|
| Club de hockey Le Phoenix de Sherbrooke | | 2015-09-10 | | En vigueur |
| Club de Hockey Le Phoenix | | 2011-12-12 | | En vigueur |
| Fan Club Le Phoenix | | 2011-12-12 | | En vigueur |
| Phoenix | | 2011-11-28 | | En vigueur |

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Registraire des entreprises Québec

# Rechercher une entreprise au registre

## État de renseignements d'une personne morale au registre des entreprises

Renseignements en date du 2023-04-04 13:16:12

### État des informations

#### Identification de l'entreprise

| | |
|---|---|
| Numéro d'entreprise du Québec (NEQ) | 1144167179 |
| Nom | CLUB DE HOCKEY DRUMMOND INC. |

#### Adresse du domicile

| | |
|---|---|
| Adresse | 300 rue Cockburn<br>Drummondville (Québec) J2C4L6<br>Canada |

#### Adresse du domicile élu

| | |
|---|---|
| **Nom de l'entreprise** | Club de hockey Drummond inc. |
| **Nom de la personne physique** | |
| Nom de famille | Verrier |
| Prénom | Éric |

| | |
|---|---|
| Adresse | 1300 rue Roberge<br>Drummondville (Québec) J2C6K6<br>Canada |

#### Immatriculation

| | |
|---|---|
| Date d'immatriculation | 1995-03-25 |
| Statut | Immatriculée |
| Date de mise à jour du statut | 1995-03-25 |
| Date de fin d'existence prévue | Aucune date de fin d'existence n'est déclarée au registre. |

#### Forme juridique

| | |
|---|---|
| Forme juridique | Personne morale sans but lucratif |
| Date de la constitution | 1982-03-05 Constitution |
| Régime constitutif | QUÉBEC : Loi sur les compagnies, Partie 3 (RLRQ, C. C-38) |
| Régime courant | QUÉBEC : Loi sur les compagnies, Partie 3 (RLRQ, C. C-38) |

#### Dates des mises à jour

| | |
|---|---|
| Date de mise à jour de l'état de renseignements | 2023-01-05 |
| Date de la dernière déclaration de mise à jour annuelle | 2022-10-29 2022 |
| Date de fin de la période de production de la déclaration de mise à jour annuelle de 2023 | 2023-12-01 |
| Date de fin de la période de production de la déclaration de mise à jour annuelle de 2022 | 2022-12-01 |

#### Faillite

L'entreprise n'est pas en faillite.

#### Fusion, scission et conversion

Aucune fusion ou scission n'a été déclarée.

#### Continuation et autre transformation

Aucune continuation ou autre transformation n'a été déclarée.

#### Liquidation ou dissolution

Aucune intention de liquidation ou de dissolution n'a été déclarée.

### Activités économiques et nombre de salariés

#### 1er secteur d'activité

| | |
|---|---|
| Code d'activité économique (CAE) | 9659 |
| Activité | Autres clubs sportifs et services de loisirs |
| Précisions (facultatives) | CLUB DE HOCKEY SUR GLACE AMATEUR |

#### 2e secteur d'activité

Aucun renseignement n'a été déclaré.

#### Nombre de salariés

Nombre de salariés au Québec

De 26 à 49

## Administrateurs, dirigeants et fondé de pouvoir

### Liste des administrateurs

| | |
|---|---|
| Nom de famille | VERRIER |
| Prénom | ÉRIC |
| Date du début de la charge | |
| Date de fin de la charge | |
| Fonctions actuelles | Président |
| Adresse du domicile | 1300 rue Roberge Drummondville (Québec) J2C6K6 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | BROUSSEAU |
| Prénom | LOUIS |
| Date du début de la charge | |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |
| Adresse du domicile | 1029 RUE Charles-Garnier Drummondville Québec J2B2H4 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | LEBLANC |
| Prénom | STÉPHANE |
| Date du début de la charge | |
| Date de fin de la charge | |
| Fonctions actuelles | Vice-président |
| Adresse du domicile | 1530 rue de la Joie Drummondville (Québec) J2C6R2 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Lambert |
| Prénom | Mario |
| Date du début de la charge | 2013-05-01 |
| Date de fin de la charge | |
| Fonctions actuelles | Vice-président |
| Adresse du domicile | 3585 boul. Jean-De Brébeuf Drummondville (Québec) J2A3K3 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Lebel |
| Prénom | Daniel |
| Date du début de la charge | 2016-10-19 |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |
| Adresse du domicile | 645 ch. du Golf Drummondville (Québec) J2C8E6 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Lemaire |
| Prénom | Dany |
| Date du début de la charge | 2016-10-19 |
| Date de fin de la charge | |
| Fonctions actuelles | Trésorier |
| Adresse du domicile | 755 rue de l'Apothicaire Drummondville (Québec) J2C0J9 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Pelletier-Normand |
| Prénom | Geneviève |
| Date du début de la charge | 2016-10-19 |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |
| Adresse du domicile | 185 imp. du Ruisselet Drummondville (Québec) J2C8W4 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Dumaine |
| Prénom | Daniel |
| Date du début de la charge | 2018-04-15 |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |

| | |
|---|---|
| Adresse du domicile | 855 rue de la Yamaska Drummondville (Québec) J2C8L2 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Martel |
| Prénom | Nancy |
| Date du début de la charge | 2022-10-26 |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |
| Adresse du domicile | 28 rue Plante Yamaska (Québec) J0G1W0 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Jutras |
| Prénom | Vicky |
| Date du début de la charge | 2022-10-26 |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |
| Adresse du domicile | 80 rue Ringuet Drummondville (Québec) J2C2P2 Canada |
| Adresse professionnelle | |

### Dirigeants non membres du conseil d'administration

| | |
|---|---|
| Nom de famille | Boies |
| Prénom | David |
| Fonctions actuelles | Secrétaire |
| Adresse du domicile | 47 av. Plamondon Drummondville (Québec) J2C3V7 Canada |
| Adresse professionnelle | |

### Fondé de pouvoir

Aucun fondé de pouvoir n'a été déclaré.

### Administrateurs du bien d'autrui

Aucun administrateur du bien d'autrui n'a été déclaré.

## Établissements

Aucun établissement n'a été déclaré.

### Documents en traitement

Aucun document n'est actuellement traité par le Registraire des entreprises.

## Index des documents

### Documents conservés

| Type de document | Date de dépôt au registre |
|---|---|
| Déclaration de mise à jour courante | 2023-01-05 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2022 | 2022-10-29 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2021 | 2021-10-21 |
| Déclaration de mise à jour courante | 2020-11-02 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2020 | 2020-10-23 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2019 | 2019-10-09 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2018 | 2018-11-29 |
| Déclaration de mise à jour courante | 2018-05-07 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2017 | 2017-11-28 |
| Déclaration de mise à jour courante | 2017-03-23 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2016 | 2016-10-19 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2015 | 2015-09-29 |
| Déclaration de mise à jour courante | 2014-10-16 |
| Lettres patentes supplémentaires | 2014-10-09 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2014 | 2014-10-08 |
| Déclaration annuelle 2005 | 2014-10-02 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2013 | 2013-10-01 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2012 | 2012-11-13 |
| Déclaration annuelle 2011 | 2011-10-25 |
| Déclaration de mise à jour courante | 2011-04-12 |
| Changement du nombre d'administrateurs | 2011-02-02 |
| État et déclaration de renseignements 2010 | 2010-11-18 |
| Déclaration modificative | 2010-09-15 |
| État et déclaration de renseignements 2009 | 2009-11-02 |

| Type de document | Date de dépôt au registre |
|---|---|
| État et déclaration de renseignements 2008 | 2008-11-03 |
| Déclaration annuelle 2007 | 2008-10-20 |
| Déclaration annuelle 2006 | 2008-10-20 |
| Avis de défaut | 2008-03-13 |
| Avis de défaut | 2008-03-11 |
| Avis de défaut | 2006-06-20 |
| Déclaration annuelle 2004 | 2004-12-07 |
| Déclaration annuelle 2003 | 2003-12-09 |
| Déclaration modificative | 2003-03-12 |
| Déclaration annuelle 2002 | 2003-01-11 |
| Déclaration annuelle 2001 | 2001-11-30 |
| Déclaration annuelle 2000 | 2000-11-22 |
| Déclaration annuelle 1999 | 2000-02-10 |
| Déclaration annuelle 1998 | 1999-04-08 |
| Déclaration annuelle 1997 | 1997-12-04 |
| Déclaration modificative | 1996-12-13 |
| Déclaration annuelle 1996 | 1996-11-29 |
| Déclaration annuelle 1995 | 1995-11-08 |
| Déclaration d'immatriculation | 1995-03-25 |

## Index des noms

Date de mise à jour de l'index des noms 2000-02-10

**Nom**

| Nom | Versions du nom dans une autre langue | Date de déclaration du nom | Date de déclaration du retrait du nom | Situation |
|---|---|---|---|---|
| CLUB DE HOCKEY DRUMMOND INC. | | 1982-03-05 | | En vigueur |

**Autres noms utilisés au Québec**

| Autre nom | Versions du nom dans une autre langue | Date de déclaration du nom | Date de déclaration du retrait du nom | Situation |
|---|---|---|---|---|
| LES VOLTIGEURS DE DRUMMONDVILLE | | 2000-02-10 | | En vigueur |

Québec

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Registraire des entreprises Québec

# Rechercher une entreprise au registre

## État de renseignements d'une personne morale au registre des entreprises

Renseignements en date du 2023-04-04 13:27:55

## État des informations

### Identification de l'entreprise

| | |
|---|---|
| Numéro d'entreprise du Québec (NEQ) | 1167425330 |
| Nom | LE CLUB DE HOCKEY JUNIOR ARMADA INC. |

### Adresse du domicile

| | |
|---|---|
| Adresse | 612 RUE Saint-Jacques<br>Montréal Québec H3C4M8<br>Canada |

### Adresse du domicile élu

| | |
|---|---|
| Nom de l'entreprise | Secrétariat Corporatif |

| | |
|---|---|
| Adresse | 18e-612 RUE Saint-Jacques<br>Montréal Québec H3C4M8<br>Canada |

### Immatriculation

| | |
|---|---|
| Date d'immatriculation | 2011-06-02 |
| Statut | Immatriculée |
| Date de mise à jour du statut | 2011-06-02 |
| Date de fin d'existence prévue | Aucune date de fin d'existence n'est déclarée au registre. |

### Forme juridique

| | |
|---|---|
| Forme juridique | Société par actions ou compagnie |
| Date de la constitution | 2011-06-02 Constitution |
| Régime constitutif | QUÉBEC : Loi sur les sociétés par actions (RLRQ, C. S-31.1) |
| Régime courant | QUÉBEC : Loi sur les sociétés par actions (RLRQ, C. S-31.1) |

### Dates des mises à jour

| | |
|---|---|
| Date de mise à jour de l'état de renseignements | 2023-03-15 |
| Date de la dernière déclaration de mise à jour annuelle | 2023-03-15 2022 |
| Date de fin de la période de production de la déclaration de mise à jour annuelle de 2023 | 2024-06-26 |
| Date de fin de la période de production de la déclaration de mise à jour annuelle de 2022 | 2023-06-27 |

### Faillite

L'entreprise n'est pas en faillite.

### Fusion, scission et conversion

Aucune fusion ou scission n'a été déclarée.

### Continuation et autre transformation

Aucune continuation ou autre transformation n'a été déclarée.

### Liquidation ou dissolution

Aucune intention de liquidation ou de dissolution n'a été déclarée.

### Activités économiques et nombre de salariés

### 1er secteur d'activité

| | |
|---|---|
| Code d'activité économique (CAE) | 9999 |
| Activité | Autres services |
| Précisions (facultatives) | École de hockey |

### 2e secteur d'activité

Aucun renseignement n'a été déclaré.

### Nombre de salariés

Nombre de salariés au Québec

De 1 à 5

## Convention unanime, actionnaires, administrateurs, dirigeants, bénéficiaires ultimes et fondé de pouvoir

### Actionnaires

**Premier actionnaire**

Le premier actionnaire est majoritaire.

| | |
|---|---|
| Nom | 7807295 CANADA INC. |
| Adresse du domicile | 612 RUE Saint-Jacques Montréal Québec H3C4M8 Canada |

**Deuxième actionnaire**

| | |
|---|---|
| Nom | JUNAR HOCKEY S.E.C. |
| Adresse du domicile | 448 rue Marie-Goupil Terrebonne (Québec) J6V1J9 Canada |

### Convention unanime des actionnaires

Il existe une convention unanime des actionnaires conclue en vertu d'une loi du Québec ou d'une autre autorité législative du Canada.

### Liste des administrateurs

| | |
|---|---|
| Nom de famille | Péladeau |
| Prénom | Pierre Karl |
| Date du début de la charge | 2017-02-15 |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |
| Adresse du domicile | 134 av. Duchastel Montréal (Québec) H2V3G1 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Marois |
| Prénom | Mario |
| Date du début de la charge | 2018-07-04 |
| Date de fin de la charge | |
| Fonctions actuelles | Président |
| Adresse du domicile | 947 rue Marie-Gérin-Lajoie Terrebonne (Québec) J6Y0M1 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Simard |
| Prénom | Hugues |
| Date du début de la charge | 2019-01-07 |
| Date de fin de la charge | |
| Fonctions actuelles | Vice-président |
| Adresse du domicile | 505-65 rue Saint-Paul O Montréal (Québec) H2Y3S5 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Hickey |
| Prénom | Jonathan Lee |
| Date du début de la charge | 2022-01-31 |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |
| Adresse du domicile | 8128 av. De Gaspé Montréal (Québec) H2P2J8 Canada |

| | |
|---|---|
| Adresse professionnelle | |

**Dirigeants non membres du conseil d'administration**

| | |
|---|---|
| Nom de famille | Riendeau |
| Prénom | Sophie |
| Fonctions actuelles | Secrétaire |
| Adresse du domicile | 235 ch. Markham Mont-Royal (Québec) H3P2Z9<br>Canada |
| Adresse professionnelle | |

**Déclaration relative aux bénéficiaires ultimes**

Aucun renseignement n'a été déclaré.

**Fondé de pouvoir**

Aucun fondé de pouvoir n'a été déclaré.

**Administrateurs du bien d'autrui**

Aucun administrateur du bien d'autrui n'a été déclaré.

## Établissements

Aucun établissement n'a été déclaré.

**Documents en traitement**

Aucun document n'est actuellement traité par le Registraire des entreprises.

## Index des documents

**Documents conservés**

| Type de document | Date de dépôt au registre |
|---|---|
| DÉCLARATION DE MISE À JOUR ANNUELLE 2022 | 2023-03-15 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2021 | 2022-02-03 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2020 | 2021-04-08 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2019 | 2020-11-10 |
| Déclaration de mise à jour courante | 2020-03-25 |
| Déclaration de mise à jour courante | 2019-08-13 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2018 | 2019-01-15 |
| Déclaration de mise à jour courante | 2018-11-15 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2017 | 2018-01-23 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2016 | 2017-02-21 |
| Déclaration de mise à jour courante | 2016-08-22 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2015 | 2016-04-14 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2014 | 2015-06-29 |
| Déclaration de mise à jour courante | 2014-10-16 |
| Déclaration de mise à jour courante | 2014-09-18 |
| Déclaration de mise à jour courante | 2014-07-04 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2013 | 2014-04-11 |
| Déclaration de mise à jour courante | 2013-08-28 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2012 | 2013-05-13 |
| Déclaration de mise à jour courante | 2012-10-18 |
| Déclaration de mise à jour courante | 2012-08-10 |
| Certificat de modification | 2011-07-19 |
| Déclaration de mise à jour courante | 2011-06-30 |
| Déclaration de mise à jour courante | 2011-06-23 |
| Déclaration initiale | 2011-06-03 |
| Certificat de constitution | 2011-06-02 |

## Index des noms

| | |
|---|---|
| Date de mise à jour de l'index des noms | 2015-06-29 |

**Nom**

| Nom | Versions du nom dans une autre langue | Date de déclaration du nom | Date de déclaration du retrait du nom | Situation |
|---|---|---|---|---|
| LE CLUB DE HOCKEY JUNIOR ARMADA INC. | | 2011-07-15 | | En vigueur |
| 9246-6713 QUÉBEC INC. | | 2011-06-02 | 2011-07-15 | Antérieur |

**Autres noms utilisés au Québec**

| Autre nom | Versions du nom dans une autre langue | Date de déclaration du nom | Date de déclaration du retrait du nom | Situation |
|---|---|---|---|---|
| L'Armada de Blainville-Boisbriand | | 2015-06-29 | | En vigueur |
| Armada de Blainville-Boisbriand | | 2014-04-11 | | En vigueur |

Québec

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# Rechercher une entreprise au registre

## État de renseignements d'une personne morale au registre des entreprises

Renseignements en date du 2023-04-04 13:30:08

### État des informations

#### Identification de l'entreprise

| | |
|---|---|
| Numéro d'entreprise du Québec (NEQ) | 1164490501 |
| Nom | LES OLYMPIQUES DE GATINEAU INC. |

#### Adresse du domicile

| | |
|---|---|
| Adresse | 500 BOUL. de la Cité<br>CP 103<br>Gatineau Québec J8T0H4<br>Canada |

#### Adresse du domicile élu

| | |
|---|---|
| Adresse | Aucune adresse |

#### Immatriculation

| | |
|---|---|
| Date d'immatriculation | 2007-06-08 |
| Statut | Immatriculée |
| Date de mise à jour du statut | 2007-06-08 |
| Date de fin d'existence prévue | Aucune date de fin d'existence n'est déclarée au registre. |

#### Forme juridique

| | |
|---|---|
| Forme juridique | Société par actions ou compagnie |
| Date de la constitution | 2007-05-14 Constitution |
| Régime constitutif | CANADA: Loi canadienne sur les sociétés par actions, L.R.C. (1985), c. C-44 |
| Régime courant | CANADA: Loi canadienne sur les sociétés par actions, L.R.C. (1985), c. C-44 |

#### Dates des mises à jour

| | |
|---|---|
| Date de mise à jour de l'état de renseignements | 2022-06-16 |
| Date de la dernière déclaration de mise à jour annuelle | 2022-06-16 2022 |
| Date de fin de la période de production de la déclaration de mise à jour annuelle de 2023 | 2023-12-01 |
| Date de fin de la période de production de la déclaration de mise à jour annuelle de 2022 | 2022-12-01 |

#### Faillite

L'entreprise n'est pas en faillite.

### Fusion, scission et conversion

Aucune fusion ou scission n'a été déclarée.

### Continuation et autre transformation

Aucune continuation ou autre transformation n'a été déclarée.

### Liquidation ou dissolution

Aucune intention de liquidation ou de dissolution n'a été déclarée.

### Activités économiques et nombre de salariés

#### 1er secteur d'activité

| | |
|---|---|
| Code d'activité économique (CAE) | 9641 |
| Activité | Clubs sportifs professionnels |
| Précisions (facultatives) | CLUB DE HOCKEY SUR GLACE (JUNIOR) |

#### 2e secteur d'activité

Aucun renseignement n'a été déclaré.

#### Nombre de salariés

Nombre de salariés au Québec

De 6 à 10

## Convention unanime, actionnaires, administrateurs, dirigeants, bénéficiaires ultimes et fondé de pouvoir

### Actionnaires

**Premier actionnaire**

Le premier actionnaire n'est pas majoritaire.

| | |
|---|---|
| Nom | 8104956 Canada inc. |
| Adresse du domicile | 3 rue des Pommiers Gatineau (Québec) J9A3V2 Canada |

**Deuxième actionnaire**

| | |
|---|---|
| Nom | 9959076 Canada inc. |
| Adresse du domicile | 16 ch. Nordik Chelsea (Québec) J9B2P7 Canada |

**Troisième actionnaire**

| | |
|---|---|
| Nom | 7146779 Canada inc. |
| Adresse du domicile | 102-815 boul. de la Carrière Gatineau (Québec) J8Y6T4 Canada |

### Convention unanime des actionnaires

Il n'existe pas de convention unanime des actionnaires conclue en vertu d’une loi du Québec ou d’une autre autorité législative du Canada.

### Liste des administrateurs

| | |
|---|---|
| Nom de famille | Beaudry |
| Prénom | François |
| Date du début de la charge | 2014-10-28 |
| Date de fin de la charge | |
| Fonctions actuelles | Président |
| Adresse du domicile | 3 rue des Pommiers Gatineau (Québec) J9A3V2 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Prégent |
| Prénom | Paul |
| Date du début de la charge | 2014-10-28 |
| Date de fin de la charge | |
| Fonctions actuelles | Secrétaire |
| Adresse du domicile | 31 ch. Loretta Loop Chelsea (Québec) J9B1L8 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Cayer |
| Prénom | Jocelyn |
| Date du début de la charge | 2015-10-28 |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |
| Adresse du domicile | 1318 RUE Faucher Casselman Ontario K0A1M0 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Gingras |
| Prénom | Daniel |
| Date du début de la charge | 2017-08-01 |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |
| Adresse du domicile | 131 rue de la Tire Gatineau (Québec) J8V0E8 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Pigeon |
| Prénom | Éric |
| Date du début de la charge | 2019-01-25 |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |
| Adresse du domicile | 755 ch. Queen's Park Gatineau (Québec) J9J3T7 Canada |
| Adresse professionnelle | |

### Dirigeants non membres du conseil d'administration

| | |
|---|---|
| Nom de famille | MacMillan |
| Prénom | Norman |
| Fonctions actuelles | Président |
| Adresse du domicile | 38 ch. du Lac-McGuire Mulgrave-et-Derry (Québec) J8L2W9 Canada |
| Adresse professionnelle | |

### Déclaration relative aux bénéficiaires ultimes

Aucun renseignement n'a été déclaré.

### Fondé de pouvoir

Aucun fondé de pouvoir n'a été déclaré.

### Administrateurs du bien d'autrui

Aucun administrateur du bien d'autrui n'a été déclaré.

## Établissements

Aucun établissement n'a été déclaré.

### Documents en traitement

Aucun document n'est actuellement traité par le Registraire des entreprises.

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### Documents conservés

| Type de document | Date de dépôt au registre |
|---|---|
| DÉCLARATION DE MISE À JOUR ANNUELLE 2022 | 2022-06-16 |
| Déclaration de mise à jour courante | 2021-12-20 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2021 | 2021-12-17 |
| Déclaration de mise à jour courante | 2021-04-08 |
| Déclaration de mise à jour courante | 2021-03-02 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2020 | 2020-12-10 |
| Déclaration de mise à jour courante | 2020-02-20 |
| Déclaration de mise à jour courante | 2020-02-18 |
| Déclaration de mise à jour courante | 2019-12-31 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2019 | 2019-11-28 |
| Déclaration de mise à jour courante | 2019-01-28 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2018 | 2018-09-14 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2017 | 2017-08-22 |
| Déclaration de mise à jour courante | 2017-08-14 |

| Type de document | Date de dépôt au registre |
|---|---|
| Déclaration de mise à jour courante | 2017-04-20 |
| Déclaration de mise à jour courante | 2016-12-13 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2016 | 2016-08-02 |
| Déclaration de mise à jour courante | 2016-03-08 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2015 | 2015-11-22 |
| Déclaration de mise à jour courante | 2015-06-18 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2014 | 2014-10-23 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2013 | 2013-08-19 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2012 | 2012-11-30 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2011 | 2011-08-26 |
| Déclaration de mise à jour courante | 2011-05-18 |
| Déclaration de mise à jour courante | 2011-03-31 |
| État et déclaration de renseignements 2010 | 2010-11-19 |
| État et déclaration de renseignements 2009 | 2009-10-06 |
| État et déclaration de renseignements 2008 | 2009-04-15 |
| Déclaration modificative | 2008-05-29 |
| Modification correction / Acte de régularisation | 2007-08-29 |
| Déclaration modificative | 2007-08-29 |
| Déclaration d'immatriculation | 2007-06-08 |

## Index des noms

Date de mise à jour de l'index des noms 2007-06-08

### Nom

| Nom | Versions du nom dans une autre langue | Date de déclaration du nom | Date de déclaration du retrait du nom | Situation |
|---|---|---|---|---|
| LES OLYMPIQUES DE GATINEAU INC. | | 2007-05-14 | | En vigueur |

### Autres noms utilisés au Québec

Aucun autre nom utilisé au Québec n'a été déclaré.

Québec

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Registraire des entreprises Québec

# Rechercher une entreprise au registre

## État de renseignements d'une personne morale au registre des entreprises

Renseignements en date du 2023-04-04 13:33:57

### État des informations

#### Identification de l'entreprise

| | |
|---|---|
| Numéro d'entreprise du Québec (NEQ) | 1168048685 |
| Nom | Les Foreurs de Val-d'Or (2012) Inc. |

#### Adresse du domicile

| | |
|---|---|
| Adresse | 810 6e Avenue<br>Val-d'Or (Québec) J9P1B4<br>Canada |

#### Adresse du domicile élu

| | |
|---|---|
| Adresse | Aucune adresse |

#### Immatriculation

| | |
|---|---|
| Date d'immatriculation | 2012-02-27 |
| Statut | Immatriculée |
| Date de mise à jour du statut | 2012-02-27 |
| Date de fin d'existence prévue | Aucune date de fin d'existence n'est déclarée au registre. |

#### Forme juridique

| | |
|---|---|
| Forme juridique | Société par actions ou compagnie |
| Date de la constitution | 2012-02-27 Constitution |
| Régime constitutif | QUÉBEC : Loi sur les sociétés par actions (RLRQ, C. S-31.1) |
| Régime courant | QUÉBEC : Loi sur les sociétés par actions (RLRQ, C. S-31.1) |

#### Dates des mises à jour

| | |
|---|---|
| Date de mise à jour de l'état de renseignements | 2022-12-23 |
| Date de la dernière déclaration de mise à jour annuelle | 2022-12-23 2022 |
| Date de fin de la période de production de la déclaration de mise à jour annuelle de 2023 | 2024-01-01 |
| Date de fin de la période de production de la déclaration de mise à jour annuelle de 2022 | 2023-01-01 |

#### Faillite

L'entreprise n'est pas en faillite.

#### Fusion, scission et conversion

Aucune fusion ou scission n'a été déclarée.

#### Continuation et autre transformation

Aucune continuation ou autre transformation n'a été déclarée.

#### Liquidation ou dissolution

Aucune intention de liquidation ou de dissolution n'a été déclarée.

#### Activités économiques et nombre de salariés

#### 1er secteur d'activité

| | |
|---|---|
| Code d'activité économique (CAE) | 9650 |
| Activité | Clubs sportifs et services de loisirs |

| | |
|---|---|
| Précisions (facultatives) | Opération d'un club de hockey 698 |

### 2e secteur d'activité

Aucun renseignement n'a été déclaré.

### Nombre de salariés

Nombre de salariés au Québec

Aucun

## Convention unanime, actionnaires, administrateurs, dirigeants, bénéficiaires ultimes et fondé de pouvoir

### Actionnaires

**Premier actionnaire**

Le premier actionnaire n'est pas majoritaire.

| | |
|---|---|
| Nom | 9267-4761 QUÉBEC INC. |
| Adresse du domicile | 1275 RUE Jules-Brisebois Val-d'Or Québec J9P6X3 Canada |

**Deuxième actionnaire**

| | |
|---|---|
| Nom | LES MEUBLES MARCHAND INC. |
| Adresse du domicile | 1767 3e Avenue Val-d'Or (Québec) J9P1W3 Canada |

**Troisième actionnaire**

| | |
|---|---|
| Nom | HARDY RINGUETTE AUTOMOBILES INC. |
| Adresse du domicile | 1842 AV. 3e Val-d'Or Québec J9P4P6 Canada |

### Convention unanime des actionnaires

Il n'existe pas de convention unanime des actionnaires conclue en vertu d’une loi du Québec ou d’une autre autorité législative du Canada.

### Liste des administrateurs

| | |
|---|---|
| Nom de famille | DAIGLE |
| Prénom | GUYLAINE |
| Date du début de la charge | 2012-08-16 |
| Date de fin de la charge | |
| Fonctions actuelles | Secrétaire |
| Adresse du domicile | 174 ch. Bellerive Val-d'Or (Québec) J9P4N7 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | BUJOLD |
| Prénom | DANIEL |
| Date du début de la charge | 2012-08-16 |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |
| Adresse du domicile | 785 ch. de la Mine-Goldex Val-d'Or (Québec) J9P7G4 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | GULL |
| Prénom | Henry |
| Date du début de la charge | 2013-08-07 |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |
| Adresse du domicile | CP 360 Chisasibi Québec J0M1E0 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | MARCHAND |
| Prénom | Dany |
| Date du début de la charge | 2016-11-23 |
| Date de fin de la charge | |
| Fonctions actuelles | Président |
| Adresse du domicile | 1861 place Cartman Val-d'Or (Québec) J9P5Z3 Canada |

| | |
|---|---|
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | VEILLETTE |
| Prénom | Christiane |
| Date du début de la charge | 2016-09-01 |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |
| Adresse du domicile | 275 ch. de la Rivière-Piché Val-d'Or (Québec) J9P4N7 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | GAMACHE |
| Prénom | Daniel |
| Date du début de la charge | 2019-11-15 |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |
| Adresse du domicile | 174 ch. Bellerive Val-d'Or (Québec) J9P4N7 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | BROUILLETTE |
| Prénom | Denis |
| Date du début de la charge | 2019-11-15 |
| Date de fin de la charge | |
| Fonctions actuelles | Administrateur |
| Adresse du domicile | 697 rue du Méandre Val-d'Or (Québec) J9P6C9 Canada |
| Adresse professionnelle | |

### Dirigeants non membres du conseil d'administration

Aucun dirigeant non membre du conseil d'administration n'a été déclaré.

### Déclaration relative aux bénéficiaires ultimes

Aucun renseignement n'a été déclaré.

### Fondé de pouvoir

Aucun fondé de pouvoir n'a été déclaré.

### Administrateurs du bien d'autrui

Aucun administrateur du bien d'autrui n'a été déclaré.

## Établissements

Aucun établissement n'a été déclaré.

### Documents en traitement

Aucun document n'est actuellement traité par le Registraire des entreprises.

## Index des documents

### Documents conservés

| Type de document | Date de dépôt au registre |
|---|---|
| DÉCLARATION DE MISE À JOUR ANNUELLE 2022 | 2022-12-23 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2021 | 2021-12-24 |
| Déclaration de mise à jour courante | 2021-09-09 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2020 | 2020-12-23 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2019 | 2019-12-21 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2018 | 2018-12-21 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2017 | 2017-12-20 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2016 | 2016-12-02 |
| Déclaration de mise à jour courante | 2016-11-30 |
| Déclaration de mise à jour courante | 2016-07-04 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2015 | 2015-11-19 |
| Déclaration de mise à jour courante | 2015-08-20 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2014 | 2014-11-20 |
| Déclaration de mise à jour courante | 2014-11-05 |
| Déclaration de mise à jour courante | 2013-09-05 |
| Déclaration de mise à jour courante | 2013-04-30 |
| Certificat de modification | 2013-04-23 |

| Type de document | Date de dépôt au registre |
|---|---|
| Déclaration de mise à jour courante | 2012-12-12 |
| Déclaration de mise à jour courante | 2012-09-21 |
| Certificat de modification | 2012-08-17 |
| Déclaration de mise à jour courante | 2012-08-16 |
| Déclaration de mise à jour courante | 2012-06-20 |
| Déclaration initiale | 2012-02-27 |
| Certificat de constitution | 2012-02-27 |

## Index des noms

Date de mise à jour de l'index des noms 2012-08-16

### Nom

| Nom | Versions du nom dans une autre langue | Date de déclaration du nom | Date de déclaration du retrait du nom | Situation |
|---|---|---|---|---|
| Les Foreurs de Val-d'Or (2012) Inc. | | 2012-08-16 | | En vigueur |
| 9259-2195 QUÉBEC INC. | | 2012-02-27 | 2012-08-16 | Antérieur |

### Autres noms utilisés au Québec

Aucun autre nom utilisé au Québec n'a été déclaré.

Québec
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Registraire des entreprises Québec

# Rechercher une entreprise au registre

## État de renseignements d'une personne morale au registre des entreprises

Renseignements en date du 2023-04-04 13:35:19

### État des informations

#### Identification de l'entreprise

| | |
|---|---|
| Numéro d'entreprise du Québec (NEQ) | 1142080416 |
| Nom | LES HUSKIES DE ROUYN-NORANDA INC. |

#### Adresse du domicile

| | |
|---|---|
| Adresse | 218 av. Murdoch<br>Rouyn-Noranda (Québec) J9X1E6<br>Canada |

#### Adresse du domicile élu

| | |
|---|---|
| Adresse | Aucune adresse |

#### Immatriculation

| | |
|---|---|
| Date d'immatriculation | 1995-01-24 |
| Statut | Immatriculée |
| Date de mise à jour du statut | 1995-01-24 |
| Date de fin d’existence prévue | Aucune date de fin d'existence n'est déclarée au registre. |

#### Forme juridique

| | |
|---|---|
| Forme juridique | Société par actions ou compagnie |
| Date de la constitution | 1989-04-19 Constitution |
| Régime constitutif | QUÉBEC : Loi sur les compagnies partie 1A, RLRQ, C. C-38 |
| Régime courant | QUÉBEC : Loi sur les sociétés par actions (RLRQ, C. S-31.1) |

#### Dates des mises à jour

| | |
|---|---|
| Date de mise à jour de l'état de renseignements | 2023-03-30 |
| Date de la dernière déclaration de mise à jour annuelle | 2022-06-20 2022 |
| Date de fin de la période de production de la déclaration de mise à jour annuelle de 2023 | 2023-12-01 |
| Date de fin de la période de production de la déclaration de mise à jour annuelle de 2022 | 2022-12-01 |

#### Faillite

L'entreprise n'est pas en faillite.

#### Fusion, scission et conversion

Aucune fusion ou scission n'a été déclarée.

#### Continuation et autre transformation

Aucune continuation ou autre transformation n'a été déclarée.

#### Liquidation ou dissolution

Aucune intention de liquidation ou de dissolution n'a été déclarée.

#### Activités économiques et nombre de salariés

#### 1er secteur d'activité

| | |
|---|---|
| Code d'activité économique (CAE) | 9650 |
| Activité | Clubs sportifs et services de loisirs |

| | |
|---|---|
| Précisions (facultatives) | Opération d'un club de hockey 702 |

### 2e secteur d'activité

Aucun renseignement n'a été déclaré.

### Nombre de salariés

Nombre de salariés au Québec

De 6 à 10

## Convention unanime, actionnaires, administrateurs, dirigeants, bénéficiaires ultimes et fondé de pouvoir

### Actionnaires

**Premier actionnaire**

Le premier actionnaire est majoritaire.

| | |
|---|---|
| Nom | LES PLACEMENTS JACQUES BLAIS INC. |
| Adresse du domicile | 155 boul. Industriel Rouyn-Noranda (Québec) J9X6P2 Canada |

**Deuxième actionnaire**

| | |
|---|---|
| Nom de famille | Charchuk |
| Prénom | Michael et Randy |
| Adresse du domicile | 118 av. Rémi-Jodoin Rouyn-Noranda (Québec) J9X5K7 Canada |
| Adresse professionnelle | |

**Troisième actionnaire**

| | |
|---|---|
| Nom | 9206-1167 Québec inc. |
| Adresse du domicile | 115 rue Hélène Rouyn-Noranda (Québec) J9X7E4 Canada |

### Convention unanime des actionnaires

Il n'existe pas de convention unanime des actionnaires conclue en vertu d'une loi du Québec ou d'une autre autorité législative du Canada.

### Liste des administrateurs

| | |
|---|---|
| Nom de famille | Blais |
| Prénom | Jacques |
| Date du début de la charge | 2013-07-29 |
| Date de fin de la charge | |
| Fonctions actuelles | Président |
| Adresse du domicile | 155 boul. Industriel Rouyn-Noranda (Québec) J9X6P2 Canada |
| Adresse professionnelle | |

| | |
|---|---|
| Nom de famille | Blais |
| Prénom | Jean-François |
| Date du début de la charge | 2021-03-24 |
| Date de fin de la charge | |
| Fonctions actuelles | Secrétaire |
| Adresse du domicile | 895 boul. Témiscamingue Rouyn-Noranda (Québec) J9Y0G5 Canada |
| Adresse professionnelle | |

### Dirigeants non membres du conseil d'administration

| | |
|---|---|
| Nom de famille | Létourneau |
| Prénom | Pascal |
| Fonctions actuelles | Principal dirigeant: Vice-président (finance) |
| Adresse du domicile | 33 rue Desgagnés Rouyn-Noranda (Québec) J9Y1L2 Canada |
| Adresse professionnelle | |

### Déclaration relative aux bénéficiaires ultimes

Aucun renseignement n'a été déclaré.

### Fondé de pouvoir

Aucun fondé de pouvoir n'a été déclaré.

### Administrateurs du bien d'autrui

Aucun administrateur du bien d'autrui n'a été déclaré.

## Établissements

Aucun établissement n'a été déclaré.

### Documents en traitement

Aucun document n'est actuellement traité par le Registraire des entreprises.

## Index des documents

### Documents conservés

| Type de document | Date de dépôt au registre |
|---|---|
| Déclaration de mise à jour courante | 2023-03-30 |
| Déclaration de mise à jour courante | 2022-06-20 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2022 | 2022-06-20 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2021 | 2021-10-29 |
| Déclaration de mise à jour courante | 2021-04-13 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2020 | 2020-10-31 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2019 | 2019-10-31 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2018 | 2018-11-01 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2017 | 2017-10-25 |
| Déclaration de mise à jour courante | 2017-04-04 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2016 | 2016-10-08 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2015 | 2015-09-15 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2014 | 2014-10-08 |
| Déclaration de mise à jour courante | 2014-09-24 |
| Déclaration de mise à jour courante | 2014-05-27 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2013 | 2013-10-29 |
| Déclaration de mise à jour courante | 2013-07-29 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2012 | 2012-10-09 |
| DÉCLARATION DE MISE À JOUR ANNUELLE 2011 | 2011-05-17 |
| État et déclaration de renseignements 2010 | 2010-10-23 |
| État et déclaration de renseignements 2009 | 2009-08-19 |
| État et déclaration de renseignements 2008 | 2008-10-17 |
| État et déclaration de renseignements 2007 | 2007-09-07 |
| État et déclaration de renseignements 2006 | 2006-10-13 |
| Déclaration annuelle 2005 | 2005-11-30 |
| Déclaration annuelle 2004 | 2004-11-10 |
| Déclaration annuelle 2003 | 2003-11-11 |
| Déclaration annuelle 2002 | 2002-10-23 |
| Déclaration annuelle 2001 | 2001-10-31 |
| Déclaration annuelle 2000 | 2000-10-27 |
| Déclaration annuelle 1999 | 1999-12-14 |
| Déclaration annuelle 1998 | 1998-11-16 |
| Déclaration annuelle 1997 | 1997-12-16 |
| Déclaration modificative | 1997-02-20 |
| Déclaration annuelle 1996 | 1996-11-26 |
| Certificat de modification | 1996-07-10 |
| Déclaration annuelle 1995 | 1995-12-14 |
| Déclaration modificative | 1995-08-10 |
| Déclaration d'immatriculation | 1995-01-24 |

## Index des noms

Date de mise à jour de l'index des noms 1996-07-10

### Nom

| Nom | Versions du nom dans une autre langue | Date de déclaration du nom | Date de déclaration du retrait du nom | Situation |
|---|---|---|---|---|
| LES HUSKIES DE ROUYN-NORANDA INC. | | 1996-07-08 | | En vigueur |
| LE LASER DE ST-HYACINTHE INC. | | 1989-07-01 | 1996-07-08 | Antérieur |

### Autres noms utilisés au Québec

Aucun autre nom utilisé au Québec n'a été déclaré.

Québec

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# Corporate Affairs Registry Database

Help

**The credit card transaction was successful**

- Transaction Amount: **$3.00**
- Transaction #: **10027917**
- Authorization #: **042261**
- Date of Transaction: **2023-04-04 03:30:44**
- HST #: **10786 3888 RT0006**

**We recommend that you print this screen and retain it with your records**

New Search

## General Information

| | |
|---|---|
| **Reference Number:** | 669816 |
| **Business Number (BN):** | 819664137NP0001 |
| **Name:** | LE TITAN ACADIE BATHURST (2013) INC./THE ACADIE BATHURST TITAN (2013) INC. |
| **Registration Date:** | 2013-04-12 |
| **Category Code:** | 60 |
| **Category:** | corporation – Business Corporations Act |
| **Status Code:** | A |
| **Status:** | Active |
| **Last Status Change Date:** | 2022-08-31 |

## Available Documents

**Click here to view electronic documents for this record.**
**Click here to order paper copies of documents.**
**Click here to order certified copies of documents.**

## Annual Return Information

| | |
|---|---|
| **Last Annual Return Filed:** | 2022 |

## Name Change History

| | |
|---|---|
| **Business Name:** | 669816 NB INC. |
| **Name Change Date:** | 2013-06-05 |

## Registered Office

| | |
|---|---|
| **Address:** | KC Irving Center 14 Avenue Sean Couturier Bathurst NB E2A 6X2 |

## Directors

| | |
|---|---|
| **Name:** | Branch, Neil |
| **Address:** | 1175 Rue Stacey Mill Crescent Bathurst NB E2A 4W9 |
| **Name:** | Cyr, Andre |
| **Address:** | KC Irving Center 14 Sean Couturier Avenue Bathrust NB E2A 6X2 |
| **Name:** | Guignard, Marc R. |
| **Address:** | 81 Chemin Pointe-Alexandre Pointe-Alexandre NB E8T 2J2 |
| **Name:** | Kenny, Stacey |
| **Address:** | 1977 Little River Drive Bathurst NB E2A 6M3 |
| **Name:** | Stothart, Daryll |
| **Address:** | 2290 Sunset Drive Bathurst NB E2A 7K8 |
| **Name:** | Thériault, Serge |
| **Address:** | 3077 Rue Sylvère Tracadie-Sheila NB E1X 1A2 |
| **Name:** | White, Steven |
| **Address:** | 1015 Tamarack Drive Bathurst NB E2A 4G1 |

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# Corporate Affairs Registry Database

Help

**The credit card transaction was successful**

- Transaction Amount: **$3.00**
- Transaction #: **10027780**
- Authorization #: **041087**
- Date of Transaction: **2023-04-04 03:10:58**
- HST #: **10786 3888 RT0006**

**We recommend that you print this screen and retain it with your records**

New Search

## General Information

| | |
|---|---|
| **Reference Number:** | 601918 |
| **Business Number (BN):** | 859181265NP0001 |
| **Name:** | MONCTON WILDCATS HOCKEY CLUB LIMITED<br>CLUB DE HOCKEY LES WILDCATS DE MONCTON LIMITÉE |
| **Registration Date:** | 2002-06-27 |
| **Category Code:** | 60 |
| **Category:** | corporation – Business Corporations Act |
| **Status Code:** | A |
| **Status:** | Active |
| **Last Status Change Date:** | 2004-06-30 |

## Available Documents

**Click here to view electronic documents for this record.**
**Click here to order paper copies of documents.**
**Click here to order certified copies of documents.**

## Annual Return Information

| | |
|---|---|
| **Last Annual Return Filed:** | 2022 |

## Registered Office

| | |
|---|---|
| **Address:** | 300 Union Street Saint John NB E2L 4M3 |

## Mailing Address

| | |
|---|---|
| **Name:** | Law Department |
| **Address:** | Law Department 300 Union Street 12th Floor Post Office Box 5777<br>Saint John NB E2L 4M3 |

## Directors

| | |
|---|---|
| **Name:** | Irving, Robert K. |
| **Address:** | 100 Midland Drive Dieppe NB E1A 6X4 |

## Amendments Other Than a Name Change

| | |
|---|---|
| **Date:** | 2003-07-30 |

## Business Names

| Ref No | Status | Name |
|---|---|---|
| 677862 | A | Wildcones |

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# Corporate Affairs Registry Database

Help

**The credit card transaction was successful**

- Transaction Amount: **$3.00**
- Transaction #: **10027814**
- Authorization #: **041377**
- Date of Transaction: **2023-04-04 03:15:53**
- HST #: **10786 3888 RT0006**

**We recommend that you print this screen and retain it with your records**

New Search

## General Information

| | |
|---|---|
| **Reference Number:** | 616204 |
| **Business Number (BN):** | 859730376NP0001 |
| **Name:** | SAINT JOHN MAJOR JUNIOR HOCKEY CLUB LIMITED |
| **Registration Date:** | 2004-12-17 |
| **Category Code:** | 60 |
| **Category:** | corporation – Business Corporations Act |
| **Status Code:** | B |
| **Status:** | Active |
| **Last Status Change Date:** | 2023-01-31 |

## Available Documents

**Click here to view electronic documents for this record.**
**Click here to order paper copies of documents.**
**Click here to order certified copies of documents.**

## Annual Return Information

| | |
|---|---|
| **Last Annual Return Filed:** | 2021 |

## Registered Office

| | |
|---|---|
| **Address:** | Harbour Station 99 Station Street Suite 200 Saint John NB E2L 4X4 |

## Mailing Address

| | |
|---|---|
| **Name:** | McInnes Cooper CSD Services Inc. |
| **Address:** | McInnes Cooper CSD Services Inc. Post Office Box 20095 Stn RPO Brunswick Square Saint John NB E2L 5B2 |

## Directors

| | |
|---|---|
| **Name:** | Georgie, Trevor Ross Joseph |
| **Address:** | Saint John Sea Dogs 99 Station Street Street Suite 200 Saint John NB E2L 4X4 |
| **Name:** | Laidlaw, John |
| **Address:** | 10 King Square S Saint John NB E2L 0G3 |
| **Name:** | McCain, J. Scott |
| **Address:** | 95 St. Clair Avenue Suite 200 Toronto ON M4V 1N6 |

## Business Names

| Ref No | Status | Name |
|---|---|---|
| 619797 | A | SAINT JOHN SEA DOGS |

## Annual Return Deficiencies

| | |
|---|---|
| **Annual Returns:** | 2022 |
| **Filing Fees:** | 2022 |

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# Corporate Affairs Registry Database

Help

**The credit card transaction was successful**

- Transaction Amount: **$3.00**
- Transaction #: **10027799**
- Authorization #: **041262**
- Date of Transaction: **2023-04-04 03:14:00**
- HST #: **10786 3888 RT0006**

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New Search

| General Information | |
|---|---|
| **Reference Number:** | 619797 |
| **Business Number (BN):** | 859730376NP0001 |
| **Name:** | SAINT JOHN SEA DOGS |
| **Registration Date:** | 2005-06-28 |
| **Category Code:** | 51 |
| **Category:** | business name - Partnerships and Business Names Registration Act |
| **Status Code:** | A |
| **Status:** | Active |
| **Last Status Change Date:** | 2021-07-02 |

| Available Documents |
|---|
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| Renewal Information | |
|---|---|
| **Last Renewal:** | 2021-07-02 |

| Business Address | |
|---|---|
| **Address:** | 99 Station Street Suite 200 Saint John NB E2L 4X4 |

| Registrant | |
|---|---|
| **Name:** | **SAINT JOHN MAJOR JUNIOR HOCKEY CLUB LIMITED** |

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# CAPE BRETON MAJOR JUNIOR HOCKEY CLUB LIMITED PARTNERSHIP

Profile | Relationships | Events (4)

Reg. Number
4196121

Reg. Name
CAPE BRETON MAJOR JUNIOR HOCKEY CLUB LIMITED PARTNERSHIP

Type
Limited Partnership

Status
Active

Effective Date
02-Mar-2021

Registered on
02-Mar-2021

Next Annual Return
31-Mar-2024

## Addresses

Reg. Address
481 GEORGE ST, SYDNEY, NOVA SCOTIA, B1P 6G9, CANADA

Mailing Address
481 GEORGE ST, SYDNEY, NOVA SCOTIA, B1P 6G9, CANADA

Documents (8) | Reports (4)

**Partnership Renew My Registration (SR352194)**
Registered on: 17-Mar-2023, Effective from: 17-Mar-2023

**Limited Partnership Change of Owner/Partner (SR351251)**
Registered on: 17-Mar-2023, Effective from: 16-Mar-2023

**Amendment to Certificate of Limited Partnership - Partner Change (SR351251)**
Registered on: 17-Mar-2023, Effective from: 16-Mar-2023

**Partnership Renew My Registration (SR206074)**
Registered on: 06-Apr-2022, Effective from: 06-Apr-2022

**Limited Partnership Registration (SR14939)**
Registered on: 02-Mar-2021, Effective from: 02-Mar-2021

Profile | Relationships | Events (3)

Reg. Number
3326686

Reg. Name
CAPE BRETON EAGLES HOCKEY CLUB

Type
Business Name

Status
Active

Effective Date
17-Apr-2019

Registered on
12-Apr-2019

Next Annual Return
30-Apr-2023

## Addresses

Reg. Address
481 GEORGE STREET, SYDNEY, NOVA SCOTIA, B1P 6G9, CANADA

Mailing Address
PO BOX 8, SYDNEY, NOVA SCOTIA, B1P 6G9, CANADA

Gouvernement du Canada | Government of Canada



# Information concernant les sociétés de régime fédéral - 303585-9

⚠ Attention aux arnaques et aux activités suspectes. Consultez les alertes de Corporations Canada.

**Note**

Ces renseignements sont à la disposition du public conformément à la législation (voir Divulgation publique de renseignements corporatifs).

Commandes des copies de documents corporatifs

Commander un Profil corporatif [Télécharger PDF] [Visionner HTML].

| | |
|---|---|
| **Numéro de société** | 303585-9 |
| **Numéro d'entreprise (NE)** | 138793088RC0001 |
| **Dénomination sociale** | Halifax Mooseheads Hockey Club Inc. |
| **Statut** | Actif |
| **Régime législatif** | *Loi canadienne sur les sociétés par actions* - 1994-05-24 |

## Adresse du siège social

1500-1625 GRAFTON STREET
HALIFAX NS B3J 0E8
Canada

**Note**

Les sociétés par actions de régime fédéral actives doivent mettre à jour ces renseignements dans les 15 jours suivant tout changement. Une clé de société est requise. Si vous n'êtes pas autorisé à mettre ces renseignements à jour, vous pouvez soit communiquer avec la société soit vous adresser à Corporations Canada. Nous aviserons la société de ses obligations de déclaration.

## Administrateurs

**Nombre minimal d'administrateurs** 1

**Nombre maximal d'administrateurs** 20

SAM SIMON
335 E. MAPLE ROAD
SUITE 200
BIRMINGHAM MI 48009
États-Unis

Robert G. Steele
8 Basinview Drive
Dartmouth NS B3B 1G4
Canada

PHILLIP GAUNCE
1959 UPPER WATER STREET
SUITE 1306, PURDY'S WHARF
HALIFAX NS B3J 2L4
Canada

PETER SIMON
335 E. MAPLE ROAD
SUITE 200
BIRMINGHAM MI 48009
États-Unis

DANIEL GALLIVAN
1500-1625 GRAFTON STREET
HALIFAX NS B3J 0E8
Canada

> **Note**
>
> Les sociétés par actions de régime fédéral actives doivent mettre à jour les renseignements concernant les administrateurs (noms, adresses, etc.) dans les 15 jours suivant tout changement. Une clé de société est requise. Si vous n'êtes pas autorisé à mettre ces renseignements à jour, vous pouvez soit communiquer avec la société soit vous adresser à Corporations Canada. Nous aviserons la société de ses obligations de déclaration.

## Dépôts annuels

| | |
|---|---|
| **Date d'anniversaire (MM-JJ)** | 05-24 |
| **Date de la dernière assemblée annuelle** | 2016-10-18 |
| **Période de dépôt annuel (MM-JJ)** | 05-24 au 07-23 |
| **Type de société** | Société n'ayant pas fait appel au public et comptant 50 actionnaires ou moins |
| **Statut des dépôts annuels** | 2023 - N'est pas dû<br>2022 - Déposé<br>2021 - Déposé |

## Historique de la société

| Historique de la dénomination sociale | |
|---|---|
| 1994-05-24 au 1994-06-03 | 3035859 CANADA LTD. |
| 1994-06-03 jusqu'à maintenant | Halifax Mooseheads Hockey Club Inc. |

### Certificats et documents déposés

| | | |
|---|---|---|
| **Certificat de constitution en société** | | 1994-05-24 |
| **Certificat de modification** * | 2003-11-24 | Renseignements concernant les modifications aux statuts. Province ou territoire du siège social |

* L'information concernant les modifications sont seulement disponibles pour les modifications effectuées après le 2010-03-20. Certains certificats émis avant 2000 pourraient ne pas être listés. Pour obtenir des renseignements supplémentaires contactez Corporations Canada.

Commandes des copies de documents corporatifs

Débuter une nouvelle recherche

**Date de modification:**
2023-02-10

# Information concernant les sociétés de régime fédéral - 851518-2

⚠ Attention aux arnaques et aux activités suspectes. Consultez les alertes de Corporations Canada.

**Note**

Ces renseignements sont à la disposition du public conformément à la législation (voir Divulgation publique de renseignements corporatifs).

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Commander un Profil corporatif [Télécharger PDF] [Visionner HTML].

| | |
|---|---|
| **Numéro de société** | 851518-2 |
| **Numéro d'entreprise (NE)** | 812257640RC0001 |
| **Dénomination sociale** | 8515182 CANADA INC. |
| **Statut** | Actif |
| **Régime législatif** | *Loi canadienne sur les sociétés par actions* - 2013-05-07 |

## Adresse du siège social

46 Kensington Rd.
Charlottetown PE C1A 5H7
Canada

**Note**

Les sociétés par actions de régime fédéral actives doivent mettre à jour ces renseignements dans les 15 jours suivant tout changement. Une clé de société est requise. Si vous n'êtes pas autorisé à mettre ces renseignements à jour, vous pouvez soit communiquer avec la société soit vous adresser à Corporations Canada. Nous aviserons la société de ses obligations de déclaration.

## Administrateurs

| | | | |
|---|---|---|---|
| **Nombre minimal d'administrateurs** | 1 | **Nombre maximal d'administrateurs** | 25 |

JOEL IVES
25, CREEKSIDE DRIVE
STRATFORD PE C1B 2X1
Canada

SHAWN MACKENZIE
91, EUSTON STREET
CHARLOTTETOWN PE C1A 1W3
Canada

Geoff Boyle
41 Hurry Road
Charlottetown PE C1E 3C5
Canada

DARREN GRAY
14, STONINGTON BLVD.
STRATFORD PE C1B 0A5
Canada

TROY MACKENZIE
136, ENGLAND CIRCLE
CHARLOTTETOWN PE C1E 1V7
Canada

BOBBY MACMILLAN
3010, BAYSHORE RD.
RTE 25
STANHOPE PE C0A 1P0
Canada

BRAD CAMPBELL
10, CALLAWAY CLOSE
STRATFORD PE C1B 0C8
Canada

BRIAN MACDONALD
19, HARBOURVIEW DRIVE
STRATFORD PE C1B 1V6
Canada

JASON HUNTER
178, MACCALLUM RD.
MARSHFIELD PE C1C 0K4
Canada

> **Note**
>
> Les sociétés par actions de régime fédéral actives doivent mettre à jour les renseignements concernant les administrateurs (noms, adresses, etc.) dans les 15 jours suivant tout changement. Une clé de société est requise. Si vous n'êtes pas autorisé à mettre ces renseignements à jour, vous pouvez soit communiquer avec la société soit vous adresser à Corporations Canada. Nous aviserons la société de ses obligations de déclaration.

## Dépôts annuels

| | |
|---|---|
| **Date d'anniversaire (MM-JJ)** | 05-07 |
| **Date de la dernière assemblée annuelle** | 2020-09-01 |
| **Période de dépôt annuel (MM-JJ)** | 05-07 au 07-06 |
| **Type de société** | Société n'ayant pas fait appel au public et comptant 50 actionnaires ou moins |
| **Statut des dépôts annuels** | 2023 - N'est pas dû<br>2022 - Déposé<br>2021 - Déposé |

## Historique de la société

| Historique de la dénomination sociale | |
|---|---|
| 2013-05-07 jusqu'à maintenant | 8515182 CANADA INC. |

### Certificats et documents déposés

| | | |
|---|---|---|
| **Certificat de constitution en société** | | 2013-05-07 |
| **Certificat de modification** * | 2013-05-29 | Renseignements concernant les modifications aux statuts. Nombre d'administrateurs |

* L'information concernant les modifications sont seulement disponibles pour les modifications effectuées après le 2010-03-20. Certains certificats émis avant 2000 pourraient ne pas être listés. Pour obtenir des renseignements supplémentaires contactez Corporations Canada.

Commandes des copies de documents corporatifs

Débuter une nouvelle recherche

**Date de modification:**
2023-02-10

CHRONIQUES

LA PRESSE

Démission de Gilles Courteau

# Le vent de face

PHOTO EDOUARD PLANTE-FRÉCHETTE, ARCHIVES LA PRESSE

Gilles Courteau lors de sa comparution devant les parlementaires, il y a deux semaines

**ALEXANDRE PRATT**
La Presse

# Personne ne reste 37 ans à la tête d'une organisation sans traverser quelques tempêtes. Sauf que cette fois, le vent de face soufflait trop fort. Gilles Courteau n'était plus capable de s'accrocher. Il a cédé les commandes de la Ligue de hockey junior majeur du Québec (LHJMQ) au président sortant des Alouettes de Montréal, Mario Cecchini.

Publié le 6 mars 2023

Les 30 premières années du règne de Gilles Courteau furent marquées par une expansion et une croissance spectaculaire de la LHJMQ. Les sept dernières ? Par des problèmes. Beaucoup de problèmes.

La pandémie. Le confinement. Le déconfinement. Le reconfinement, à la veille des séries. Le bras de fer avec Québec, pour les bagarres. L'arrestation de deux joueurs des Tigres de Victoriaville, pour agression sexuelle. Les critiques des entraîneurs, envers un calendrier surchargé. Et les poursuites, qui s'accumulaient sur son bureau.

**« Les poursuites, c'est ce qui m'occupe le plus », me disait-il lors d'une rencontre dans son bureau de Boucherville, il y a deux ans.**

La ligue venait alors de conclure une entente avec d'anciens joueurs, qui estimaient avoir été sous-payés pour leurs heures travaillées pendant leur stage junior. Un litige qui a coûté 30 millions aux trois grandes ligues de hockey junior du pays, ainsi qu'aux clubs.

Maintenant que cette histoire était derrière lui, Gilles Courteau se concentrait sur deux autres actions collectives. La première concernait un complot visant à limiter les opportunités de travail des joueurs de 18 à 20 ans.

L'autre ?

Des initiations dégradantes.

Gilles Courteau savait qu'il y avait déjà eu des initiations corsées dans la LHJMQ. Il l'a reconnu en novembre 2021 dans un témoignage sous serment, retracé par mes collègues Simon-Olivier Lorange et Ariane Lacoursière. « C'est beaucoup plus agréable d'être joueur dans la LHJMQ aujourd'hui que ça pouvait l'être il y a 20 ans », avait-il commenté, en plus d'ajouter : « il y a eu des problèmes liés au bizutage », attribuables à des « individus » et des « équipes spécifiques de la LHJMQ ».

Quels individus ? Quelles équipes ?

Ce n'est pas précisé.

Lorsque Gilles Courteau est allé témoigner en commission parlementaire, il y a deux semaines, les députés ignoraient l'existence de ce document. Ils n'avaient pas pris connaissance, non plus, du témoignage d'un ancien joueur de la LHJMQ, Stephen Quirk, qui a raconté avoir été victime de violences sexuelles lors de son initiation chez les Alpines de Moncton, dans les années 1990.

Donc lorsque Gilles Courteau a affirmé, sous serment, qu'« aucun cas rapporté » auprès de la LHJMQ était « similaire » aux agressions sexuelles décrites dans une chronique de Martin Leclerc, de Radio-Canada, les élus furent incapables de le confronter.

Or, dans les jours suivants, les documents furent rendus publics par Radio-Canada et *La Presse*. Coup de ressac pour Gilles Courteau qui, en entrevue à *La Presse*, a reconnu avoir fourni une fausse information aux parlementaires. « J'ai affirmé quelque chose qui n'était pas véridique. Je n'ai pas pris le temps de lire [la déclaration sous serment de Stephen Quirk] au complet, je m'en excuse. »

719

**Alors là, le vent s'est levé. Plus fort que jamais. Caquistes, libéraux, solidaires, péquistes, tous ont exigé ou bien son départ, ou bien son retour en commission parlementaire.**

La démission est remise. L'audience pourrait suivre. La ministre Isabelle Charest, qui est en conflit avec Gilles Courteau, le souhaite. Plusieurs questions n'ont pas pu être posées la première fois.

Par exemple, qui sont les « individus » auxquels Gilles Courteau fait référence ?

Des joueurs ? Des entraîneurs ?

Quelles « équipes spécifiques » posaient problème ?

Quels gestes furent posés ?

En quelle année ?

La ligue est-elle intervenue ? Si oui, quand ?

Les élus pourraient aussi demander à la ligue de leur fournir ses enquêtes internes. On sait qu'il y en a au moins une, produite en 2019, sur deux initiations chez le Phœnix de Sherbrooke. Les enquêteurs avaient conclu qu'« aucun incident malheureux n'a été rapporté lors de ces deux soirées ». Tant mieux.

La ligue avait toutefois reconnu que « les soirées en général se doivent d'avoir des règlements plus serrés ». Elle avait demandé à ses équipes de se montrer « plus vigilantes » et de « mettre les efforts nécessaires pour mieux sensibiliser les joueurs [et] renforcer les règles ».

À l'avenir, précisait-elle, il y aura un « encadrement plus rigoureux, notamment au niveau de la supervision de ce genre de soirées et du transport sécuritaire des joueurs ».

***

Dans la LHJMQ, on tourne une page d'histoire.

720

Gilles Courteau a fait ses débuts dans la ligue en 1975, comme statisticien des Draveurs de Trois-Rivières. Après quelques années comme directeur général des Remparts de Québec, il est devenu, en février 1986, président de la LHJMQ.

Sous son leadership, le centre de gravité de la ligue s'est déplacé vers l'est. Rimouski et Baie-Comeau ont chacun eu une équipe. Halifax, Moncton, Bathurst, Saint John, Charlottetown et le Cap-Breton aussi.

Une expansion couronnée de succès, tant aux guichets que sur la glace. Plusieurs joueurs des provinces maritimes, comme Sidney Crosby, Nathan MacKinnon et Brad Richards, ont permis à la ligue de rayonner davantage.

Une fois l'expansion complétée, Gilles Courteau a visé la stabilité. Encore là, avec succès. Aucune franchise n'a changé de marché depuis 11 ans. Pour une ligue junior, c'est l'exception, et non la règle.

Le commissaire sortant a également martelé l'importance de la réussite scolaire. Pendant son mandat, les clubs ont embauché des conseillers pédagogiques, et la ligue a offert 3650 bourses d'études, pour un montant total de plus de 17 millions. C'est nettement mieux qu'il y a 30 ans.

Après, la ligue peut-elle favoriser davantage la conciliation hockey-études ? Oui. Des entraîneurs – Patrick Roy notamment – ont déjà suggéré de réduire le nombre de parties. Peut-être devrait-on aussi envisager l'interdiction d'échanger un joueur recrue qui fréquente encore l'école secondaire, pendant la période de transfert du temps des Fêtes.

Ces dossiers et celui des bagarres aboutiront bientôt sur le bureau du prochain commissaire, Mario Cecchini. Attendez-vous à un changement de ton, surtout dans les relations tendues entre la ligue et le gouvernement. Le futur patron de la LHJMQ a de bons contacts, tant chez les caquistes que chez les libéraux.

Ce sera déjà un caillou de moins dans ses nouveaux souliers de commissaire.

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Je fais un don

Open Letter from Experts

# Sexual violence and misogyny are deeply rooted problems in men's ice hockey

This letter was sent on July 26, 2022 to Canada's Sport Minister and members of the Standing Committee on Canadian Heritage which is investigating sexual violence in Canadian men's ice hockey.

The letter was written to help Canadian politicians and the public understand the drivers of sexual violence by athletes and in hockey settings.

---

Dear Hon. Pascale St-Onge, Sport Minister, and Hon. Hedy Fry, Chair of the Heritage Committee,

The most recent allegations of sexual assaults against women involving Canadian hockey players are deeply disturbing. However, while these types of incidents are surprising and shocking to the public, academics and journalists have repeatedly documented these problems in hockey and we have been calling for action for decades.

As researchers who have studied hockey and/or these problems, we are writing to provide an overview of research on why these incidents keep occurring and what needs to be done to prevent future

incidents. We hope the outrage felt by you and many Canadians will translate into meaningful action. Canada could be a world leader in developing solutions.

## Sport leaders and the sport industry have accepted sexual violence is "widespread"

There appears to be little awareness in Canada that the International Olympic Committee (IOC) has released three scientific "Consensus Statements" in 2007, 2016, and 2019 which have warned the Canadian Government, Hockey Canada, and all sport organisations that:

> "Sexual harassment and abuse happen in all sports and at all levels … (in) the locker-room, the playing field, trips away, the coach's home or car, and social events, especially where alcohol is involved. Team initiations or end-of-season celebrations can also involve sexually abusive behaviour against individuals or groups" (IOC Consensus Statement, 2007, p. 5)

The 2016 "Consensus Statement" called for "urgent" action after it found evidence that sexual violence remains "serious and widespread" in sport and this is "facilitated by an organisational culture that ignores, denies, fails to prevent or even tacitly accepts such problems. They may thus be considered as symptoms of failed leadership" (p. 1020).

The IOC and the research community have consistently made the following core recommendations to address these issues in a meaningful way:

1. Independent oversight and regulation of sport at the local, provincial, and national level.
2. Openness and transparency with regular reporting of incidents and regulatory compliance to ensure accountability and change is occuring.
3. Investment in the development of evidence-based and effective approaches which target and change the drivers of sexual violence in sport.

## These are deeply rooted cultural problems that harm everyone

The incidents in hockey are not caused by a few 'bad apples.' These are systemic problems and a symptom of a deeply rooted culture in hockey and other Canadian sports. These problems are particularly harmful to children, youth, and women.

Research has found sexual assaults, abuse, and harassment are caused by a 'win at all costs' sport culture in hockey which normalises violence, aggression, drinking, bullying, sexist and homophobic "banter," and the degradation of women and 2SLGBTQ+ people. This behaviour is often dismissed as 'boys being boys '.

Over the last two-decades, researchers have consistently reported finding highly sexualised cultures in youth hockey settings, particularly at the elite and highly competitive levels. They have found violent language such as "a kill" or "pumping" used to describe sex with women. It is telling that "Canada's Game" has struggled to attract women to play the sport. In contrast, much of the global growth in sports such as soccer or rugby union now comes from new participation by women, girls, and diverse communities.

However, it is critical to highlight that there is extensive evidence that men are also harmed and they are often the victims of sexual violence. This is illustrated by the evidence provided by former hockey players pursuing a class action lawsuit against Canadian and American hockey leagues for "systemic abuse suffered by young players" which they claim included "widespread and ritualized hazing, racism, homophobia, sexual and physical abuse." Reviews of research by the IOC and sports medicine bodies have found this type of sport culture is harmful to the mental and physical health of athletes, negatively impacts their performance, and is a key risk factor for substance abuse, suicide, and self-harm.

## Men in hockey leadership must drive change

Most men in the hockey community are good people, but they are shaped by the culture of the sport. Changing hockey culture must start with the men at the top.

The men who lead hockey organisations, commentate about hockey, or benefit commercially from selling hockey-related products do not reflect a diverse and inclusive modern Canada. The Canadian Government must ensure this changes. A small group of individuals use their power as gatekeepers to protect the status quo and maintain an outdated and narrow definition of what it is to be a successful 'man' in the hockey world (e.g., aggressive, physically dominant, white, heterosexual, and emotionally restricted).

Athletes experience intense pressures to conform to others and experience career-limiting repercussions if they break the 'code of silence' around harmful behaviours. This is why a video of a woman allegedly being sexually assaulted in 2003 has only now become public.

If hockey commentators and corporate sponsors truly want change to occur they must stop framing the problems detailed in this letter as "rare" violations of "zero tolerance policies." These problems are not rare, they are endemic, particularly in elite junior hockey and in other elite male-dominated sports. This type of misleading 'crisis management' framing reflects a lack of engagement with scientific research and it is harmful. This harm is explained by the IOC's 2016 scientific "Consensus Statement" which concluded that:

> "Passive attitudes/non-intervention, denial or silence by people in positions of power in sport (particularly bystanders) and lack of formal accountability all create the impression for victims that

such behaviours are legally and socially acceptable, and that those in sport are powerless to speak out against them; this bystander effect can compound the initial psychological trauma" (p. 1024).

## Canada can be a world leader in finding solutions

Preventing these problems will require strong and long-term leadership from the Canadian Government. This has been lacking in the past. We hope this will now change.

A recent analysis by researchers at the University of Toronto found efforts to prevent these types of problems over the last two decades have been characterized by "recurring cycles of crisis" when allegations of sexual assaults and abuse in Canadian sport emerge, short-term public and media attention on the problem, reactionary policy responses from governments followed by "sluggish implementation," "active resistance" to new policies from sport leaders and the wider sports community, and "very little observable change" to the underlying culture that enables sexual violence, abuse, and harassment.

Politicians, the media, and the public must begin holding sport leaders accountable and monitoring them closely to ensure they take meaningful action. Creating one-off 'sensitivity' or 'diversity' training programs' and 'complaint lines' will not be enough to fix the deeply entrenched norms and cultural drivers of these problems. Any complaint-driven program inappropriately places full responsibility for reporting on the victims, rather than on the people responsible for safeguarding vulnerable athletes and setting the values in Canadian sport.

Finally, Hockey Canada and other national sport federations cannot solve these complex problems alone. Change will require significant investment from governments, as well as from the corporations that have benefited commercially from using hockey in their marketing campaigns. We need evidence-based methods to shift these problems.

Sexual violence in sport is not a uniquely Canadian problem, however, Canadians now have the opportunity to become world leaders in developing effective solutions. We offer our support for this important work.

Helen Lenskyj, University of Toronto

Sandra Kirby, University of Winnipeg

Margo Mountjoy, McMaster University

Michael Kehler, University of Calgary

Peter Donnelly, University of Toronto

Cheryl MacDonald, Saint Mary's University

Lindsay Duncan, McGill University

Gretchen Kerr, University of Toronto

Shannon Herrick, McGill University

Taylor McKee, Brock University

Laurel Walzak, Toronto Metro. University

Daniel Sailofsky, Middlesex Uni. London

Joseph Recupero, Toronto Metro. University

Shannon D.M. Moore, University of Manitoba

Brett Pardy, University of the Fraser Valley

Kristi Allain, St. Thomas University

David Telles-Langdon, University of Winnipeg

Erin Morris, State Uni. of NY at Cortland

Nathan Kalman-Lamb, Uni. of New Brunswick

Teresa Anne Fowler, Concordia University

Rachelle Miele, Wilfrid Laurier University

Martine Dennie, University of Manitoba

Mark Norman, McMaster University

MacIntosh Ross, Western University

Ryan Gauthier, Thompson Rivers University

Kristopher Wells, MacEwan University

Erik Denison, Monash University

Tim Skuce, Brandon University

## IOC Consensus Statements

2007

Consensus Statement: Sexual harassment and abuse in sport: https://olympics.com/ioc/news/ioc-adopts-consensus-statement-on-sexual-harassment-and-abuse-in-sport

2016

International Olympic Committee Consensus Statement: Harassment and Abuse (Non-Accidental violence) in Sport: https://bjsm.bmj.com/content/50/17/1019

2019

Mental health in elite athletes: International Olympic Committee consensus statement: https://bjsm.bmj.com/content/53/11/667

## Recent research to support your work

## *Hockey*

2021: Exposures of hypermasculinity: Aesthetic portrayals of disengaged "Hockey Boys" in a specialized sports academy: https://doi.org/10.1123/ssj.2020-0098

2021: Book review of Overcoming the Neutral Zone Trap: Hockey's agents of change: https://www.tandfonline.com/doi/abs/10.1080/09523367.2022.2081780

2021: Masculinity, cancel culture and woke capitalism: Exploring Twitter response to Brendan Leipsic's leaked conversation: https://journals.sagepub.com/doi/full/10.1177/10126902211039768

2019: Exploring the subcultural norms of the response to violence in hockey: https://doi.org/10.1080/17430437.2018.1529027

2018: Hockey: Challenging Canada's game: https://muse.jhu.edu/book/58684

2018: Girls love me, guys wanna be me: Representations of men, masculinity, and junior ice hockey in Gongshow Magazine: https://bit.ly/3Oxesfg

2016: Understandings of gender and sexuality and attitudes towards homosexuality among male Major Midget AAA ice hockey players in Canada: https://spectrum.library.concordia.ca/id/eprint/981103

2015: Crisis Masculinity, Canadian National Identity, and Nostalgic Longings in Don Cherry's Coach's Corner: https://www.utpjournals.press/doi/abs/10.3138/ijcs.52.107

2013: 'What happens in the room stays in the room': conducting research with young men in the Canadian Hockey League: https://www.tandfonline.com/doi/abs/10.1080/2159676X.2013.796486

2012: Real Fast and Tough: The construction of Canadian hockey masculinity: https://www.canadianscholars.ca/books/rethinking-society-in-the-21st-century-4th-edition

2012: Manifestations of Masculinity among Major Junior Ice Hockey Players: https://spectrum.library.concordia.ca/id/eprint/974057/

## *Preventing sexual violence in sport*

2020: One step forward, two steps back: The struggle for child protection in Canadian sport: https://www.mdpi.com/2076-0760/9/5/68

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2019: Trouble in paradigm: "Gender transformative" programming in violence prevention: https://journals.sagepub.com/doi/10.1177/1077801219872551

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Researchers call for meaningful action to end sexual violence in...

Open letter from Canadian experts and academics on sexual violence in hockey and other sports

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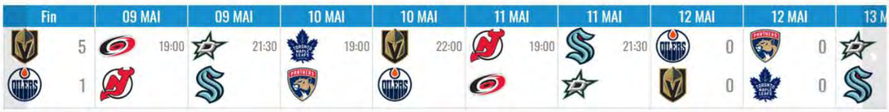


Nouvelles

# LHJMQ : UNE VIEILLE HISTOIRE D'AGRESSION SEXUELLE ET UNE RÉACTION INAPPROPRIÉE DU PRÉSIDENT

2018-06-05 à 22:11 | Kevin Vallée

Partagez

Gilles Lupien est peut-être un nom qui vous dit quelque chose, mais il est aussi possible que vous n'ayez aucune idée de qui on parle. C'est très normal. Lupien a disputé plus de 150 matchs avec le Canadien entre les années 1977 et 1980.

Le défenseur repêché en deuxième ronde du repêchage de 1974 jouait un rôle robuste avec l'équipe et se faisait détester des autres joueurs. Il aura tout de même établi sa marque en disputant un total de 226 matchs dans la LNH.

*Reste qu'on parle d'une époque très lointaine. Moi, j'ai grandi avec les Alex Kovalev, Saku Koivu et Andrei Markov de ce monde.*

Après sa carrière de joueur, Lupien est toutefois devenu agent de joueurs. Un emploi qui a mené à une mésentente entre lui et le président de la LHJMQ, faisant en sorte que l'homme de 64 ans ne parle plus à ce dernier.

Il a d'ailleurs tenu à raconter son histoire, aujourd'hui, sur les ondes de «Du Sport le Matin» avec Michel Langevin et Enrico Ciccone.

Un de ses clients, un très jeune joueur, lui avait passé un coup de fil pour lui signifier que son entraîneur-chef l'«achalait». Par achaler, on parle d'inconduite sexuelle. L'entraîneur en question, Jean Bégin, arrêté en 1989 pour agression sexuelle, appelait le jeune pour des «meetings» et lui montrait son engin. Il le suivait dans les douches. Un vrai *tout-croche.*

Lupien recevait évidemment des appels de plainte du jeune joueur et a passé un coup de fil au président de la ligue, qui lui aurait rit en pleine face. Aux éclats.

Depuis ce moment, il ne le respecte plus et ne lui parle plus. «J'étais tellement insulté. [...] Un gars qui est président d'une ligue qui a une mentalité comme ça, comment voulez-vous régler des problèmes? Quand il n'a aucun, aucun sentiment du problème qui fait mal à un enfant. »

On comprend.

*Jean Bégin entraînait, au moment des évènements, les Voltigeurs de Drummondville. Deux anciens joueurs qui avaient été victimes de son comportement sexuel inapproprié ont porté des plaintes à la police en 1989, menant à son arrestation. Il s'enlèvera ensuite la vie en 1991, quelque temps après avoir été relâché de la prison.*

Partagez

‹ Article précédent

LES ISLANDERS VIENNENT-ILS DE PERDRE JOHN TAVARES?

Article suivant ›

DANS LA MIRE DU CH : JETT WOO, L'AMI DE JOSH BROOK QUI IDOLÂTRE SHEA WEBER

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AMENDED THIS May 19, 2021 PURSUANT TO
MODIFIÉ CE CONFORMÉMENT À
☐ RULE/LA RÈGLE 26.02 (
☑ THE ORDER OF The Hon. Justice Perell
L'ORDONNANCE DU
DATED / FAIT LE May 19, 2021

REGISTRAR SUPERIOR COURT OF JUSTICE
GREFFIER COUR SUPÉRIEURE DE JUSTICE

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

*ONTARIO*
**SUPERIOR COURT OF JUSTICE**

BETWEEN:

**DANIEL CARCILLO and GARRETT TAYLOR**

Plaintiffs

- and -

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

**649643 ONTARIO INC. c.o.b. as SARNIA STING, KITCHENER RANGER JR A HOCKEY CLUB and KITCHENER RANGERS JR "A" HOCKEY CLUB, LE TITAN ACADIE BATHURST (2013) INC., CLUB DE HOCKEY JUNIOR MAJEUR DE BAIE-COMEAU INC. o/a DRAKKAR BAIE-COMEAU, CLUB DE HOCKEY DRUMMOND INC. o/a VOLTIGEURS DRUMMONDVILLE, CAPE BRETON MAJOR JUNIOR HOCKEY CLUB LIMITED o/a SCREAMING EAGLES CAPE BRETON, LES OLYMPIQUES DE GATINEAU INC., HALIFAX MOOSEHEADS HOCKEY CLUB INC., CLUB HOCKEY LES REMPARTS DE QUÉBEC INC., LE CLUB DE HOCKEY JUNIOR ARMADA INC., MONCTON WILDCATS HOCKEY CLUB LIMITED, LE CLUB DE HOCKEY L'OCÉANIC DE RIMOUSKI INC., LES HUSKIES DE ROUYN-NORANDA INC., 8515182 CANADA INC. c.o.b. as CHARLOTTETOWN ISLANDERS, LES TIGRES DE VICTORIAVILLE (1991) INC., SAINT JOHN MAJOR JUNIOR HOCKEY CLUB LIMITED, CLUB DE HOCKEY SHAWINIGAN INC. o/a CATARACTES SHAWNIGAN, CLUB DE HOCKEY JUNIOR MAJEUR VAL D'OR INC. o/a VAL D'OR FOREURS, 7759983 CANADA INC. c.o.b. as CLUB DE HOCKEY LE PHOENIX, 9264-8849 QUÉBEC INC. c.o.b. as GROUPE SAGS 7-96 AND LES SAGUENÉENS, JAW HOCKEY ENTERPRISES LP c.o.b. ERIE OTTERS, IMS HOCKEY c.o.b. FLINT FIREBIRDS, SAGINAW HOCKEY CLUB, L.L.C., EHT, INC., ~~JOHN DOE CORP. A o/a EVERETT SILVERTIPS HOCKEY CLUB~~, WINTERHAWKS JUNIOR HOCKEY LLC, PORTLAND WINTER HAWKS INC., THUNDERBIRDS HOCKEY ENTERPRISES, L.L.C., ~~JOHN DOE CORP. B o/a SEATTLE THUNDERBIRDS,~~ BRETT SPORTS & ENTERTAINMENT, INC., HAT TRICK, INC., ~~JOHN DOE CORP. C o/a SPOKANE CHIEFS,~~ TRI-CITY AMERICANS HOCKEY LLC, and TOP SHELF ENTERTAINMENT, INC. ~~and JOHN DOE CORP. D o/a TRI-CITY AMERICANS~~**

Defendants

Proceeding under the *Class Proceedings Act, 1992*

## 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: ~~CANADA~~ 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) **"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 Teams and Leagues, as further particularized herein;

(b) "**Class**" or "**Class Members**" means all former and current players who play or played in any of the Leagues ~~while under the age of 1~~8;

(c) **"CHL"** means the Canadian Hockey League;

(d) **"Defendants"** means the Ontario Hockey League, the Western Hockey League, and the Quebec Major Junior Hockey League and the Canadian Hockey League and the Teams, collectively;

(e) **"Family Class"** means all parents, spouses, siblings and children of Class Members;

(f) **"Leagues"** means the Ontario Hockey League, the Western Hockey League, and the Quebec Major Junior Hockey League and the Canadian Hockey League, collectively;

(g) **"OHL"** means the Defendant, the Ontario Hockey League;

(h) **"NHL"** means the National Hockey League;

(i) **"QMJHL"** means the Defendant Quebec Major Junior Hockey League (also Known as the Ligue de Hockey Junior Majeur du Québec or "LHJMQ");

(j) **"SPA"** means the Standard Player Agreement that each player signs with the Teams and the Leagues;

(k) **"Team(s)"** means each and all of the following hockey clubs, including each and all of the clubs' owners and operators, all of whom are named as Defendants in this Action: ~~which are owned and operated by the Defendants named in this action;~~

(i) Flint Firebirds (and previously Plymouth Whalers), Guelph Storm, Hamilton Bulldogs, Kingston Frontenacs, Kitchener Rangers, London Knights, Mississauga Steelheads, Niagara IceDogs,

Northbay Battalion, Oshawa Generals, Ottawa 67's, Owen Sound Attack, Peterborough Petes, Saginaw Spirit, Sarnia Sting, Soo Greyhounds, Sudbury Wolves, Windsor Spitfires, 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 Sagueneens, Drummondville Voltigeurs, Gatineau Olympiques, Halifax Mooseheads, Moncton Wildcats, Quebec Remparts, Rimouski Oceanic, Rouyn-Noranda ~~h~~Huskies, Saint John Sea Dogs, Shawinigan Cataractes, Sherbrooke Phoenix, Val-D'Or Foreurs, Victoriaville Tigres and ~~such~~previous iterations of such teams (collectively the **"QMJHL Teams"**); and

(iv) and any other or previously existing major junior hockey teams in the OHL, WHL, or ~~QJMHL~~ QMJHL.

(l) **"WHL"** means the Western Hockey League.

**RELIEF SOUGHT**

2. The plaintiffs claim for:

(a) an order certifying this action as a class proceeding and appointing the Plaintiffs as the representative plaintiffs;

(b) a declaration that the ~~Defendants~~ Teams and the Leagues are liable for damages flowing from their breach of common law duties to the Plaintiffs and Class in relation to the operation, management, administration, supervision and/or control of the Teams and the Leagues;

(c) a declaration that the ~~Defendants~~ Teams and the Leagues are liable for damages from their breach of fiduciary duty to the Plaintiffs and Class in relation to the operation, management, administration, supervision and/or control of the Teams and Leagues;

(d) a declaration that the ~~Defendants~~ Teams and the Leagues are liable for damages from their breach of express and implied terms of contractual agreements with the Plaintiffs and the Class;~~,~~

(e) a declaration that the ~~Defendants~~Teams and the Leagues committed actionable faults in failing to prevent the Abuse pursuant to the *Quebec Civil Code* and that the Defendants are liable for such faults;

~~(d)~~(f) a declaration that the ~~Defendants~~Teams and the Leagues have breached sections 1, 10.1, and 39 of the *Quebec Charter of Human Rights and Freedoms;*

~~(e)~~(g) damages for negligence, breach of fiduciary duty, and breach of contract in an amount that this Honourable Court deems appropriate;

~~(f)~~(h) a declaration that the Teams and the Leagues are vicariously liable for the Abuse perpetrated by their staff, employees, agents and players.

~~(g)~~(i) aggravated and punitive damages in an amount that this Honourable Court deems appropriate;

~~(h)~~(j) prejudgment and postjudgment interest pursuant to the *Courts of Justice Act*, R.S.O. 1990, c. C.43;

~~(i)~~(k) costs of the action on a substantial indemnity basis or in an amount that provides full indemnity to the Plaintiffs;

~~(j)~~(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,

~~(k)~~(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 ~~underage~~ young and vulnerable players, by coaches, team staff and senior players. Survivors of such Abuse have come forward and continue to come forward to this day. However, the Defendants have stubbornly ignored or failed to reasonably address this institutionalized and systemic Abuse.

4. Rather than respond to or make meaningful attempts to prevent such abuse, the Defendants have instead perpetuated a toxic environment that condones violent,

discriminatory, racist, sexualized, and homophobic conduct, including physical and sexual assault, on the ~~underage~~ players they are obligated to protect.

5. Most players enter the Leagues at the age of 16 or 17 and many play to the age of 20. Some players enter the league as young as 15. The majority of these children 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 are billeted with a local family and attend the local high school. They are young, impressionable and vulnerable. They are completely inculcated into the culture of their Team and the Leagues. They are deeply incentivized to comply with League and Team culture by the potential to be drafted to the NHL. The power imbalance between these children and young men and the older players, coaches, Team and League officials is extreme.

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

**PARTIES**

***Plaintiffs***

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

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

perpetrated by older Lethbridge Hurricanes players and Team staff, agents, employees and servants.

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

***League Defendants***

10. The Canadian Hockey League (**"CHL"**) is a corporation registered pursuant to the laws of Canada. Its registered head office is in Scarborough, Ontario. It is the world's largest development hockey league with 52 Canadian and 8 American teams participating in the OHL, WHL, and QMJHL. It is the governing body of the Leagues, the Defendants OHL, the WHL, and the QMJHL. It oversees, controls and administers the operations of the OHL, the WHL and the QMJHL through its constitution, by-laws, regulations, policies and operational oversight.

11. The CHL is also an affiliate of Hockey Canada. It has a contractual relationship with the NHL, supplying players to play in the NHL in exchange for funding which is distributed to the Teams and Leagues.

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

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

approves and registers all other agreements entered into between a player and each one of the WHL Teams. The CHL approves and registers such agreements.

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

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

***Team Defendants***

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

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

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

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

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

21. LONDON KNIGHTS HOCKEY INC. is a corporation registered pursuant to the laws of Ontario. Its registered head office is in London, Ontario. It owns, operates, and along with the CHL and OHL, is responsible for the oversight and management of the OHL Team known as the London Knights.

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

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

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

25. OSHAWA GENERALS HOCKEY ACADEMY LTD. is a corporation registered pursuant to the laws of Ontario. Its registered head office is in Oshawa, Ontario. It owns,

operates, and along with the CHL and OHL, is responsible for the oversight and management of the OHL Team known as the Oshawa Generals.

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

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

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

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

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

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

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

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

34. MCCRIMMON HOLDINGS, LTD. and 32155 MANITOBA LTD., A PARTNERSHIP c.o.b. as BRANDON WHEAT KINGS is a corporation registered pursuant to the laws of Manitoba. Its registered head office is in Brandon, Manitoba. BRANDON WHEAT KINGS LIMITED PARTNERSHIP is a limited liability partnership registered pursuant to the laws of Manitoba. Its registered head office is in Brandon, Manitoba. They own, operate, and along with the CHL and WHL, are responsible for the oversight and management of the WHL Team known as the Brandon Wheat Kings.

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

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

37. KAMLOOPS BLAZERS HOCKEY CLUB, INC. and KAMLOOPS BLAZERS HOLDINGS LTD. are corporations registered pursuant to the laws of British Columbia. Their registered head offices are in Vancouver, British Columbia. They own, operate,

and along with the CHL and WHL, are responsible for the oversight and management of the WHL Team known as the Kamloops Blazers.

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

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

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

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

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

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

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

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

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

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

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

49. KOOTENAY ICE HOCKEY CLUB LTD. o/a WINNIPEG ICE is a corporation registered pursuant to the laws of Manitoba. Its registered head office is in Oak Bluff,

Manitoba. It owns, operates, and along with the CHL and WHL legally responsible for the management and oversight of the WHL team known as the Winnipeg Ice.

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

51. LETHBRIDGE HURRICANES HOCKEY CLUB is a corporation registered pursuant to the laws of Alberta. Its registered head office is in Lethbridge, Alberta. It owns, operates, and along with the WHL and the CHL is responsible for the management and oversight of the WHL Team known as the Lethbridge Hurricanes.

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

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

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

55. CAPE BRETON MAJOR JUNIOR HOCKEY CLUB LIMITED o/a SCREAMING EAGLES CAPE BRETON is a corporation registered pursuant to the

laws of Nova Scotia. Its registered head office is in Sydney, Nova Scotia. It owns, operates, and along with the CHL and QMJHL is responsible for the management and oversight of the QMJHL Team known as the Cape Breton Screaming Eagles.

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

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

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

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

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

61. LE CLUB DE HOCKEY L'OCÉANIC DE RIMOUSKI INC. is a corporation registered pursuant to the laws of Quebec. Its registered head office is in Rimouski,

Quebec. It owns, operates, and along with the CHL and QMJHL is responsible for the management and oversight of the QMJHL Team known as the Oceanic Rimouski.

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

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

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

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

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

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

responsible for the management and oversight of the QMJHL Team known as the Val d'Or Foreurs.

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

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

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

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

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

73. EHT, INC. ~~and JOHN DOE CORP. A o/a EVERETT SILVERTIPS HOCKEY CLUB are~~ is a corporation~~s~~ registered pursuant to the laws of Washington, U.S.A. ~~Their~~ Its registered head office is in Everett, Washington. ~~They~~It own~~s~~, operate~~s~~, and along

with the CHL and WHL ~~are~~ is responsible for the management and oversight of the WHL Team known as the Everett Silvertips.

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

75. THUNDERBIRDS HOCKEY ENTERPRISES, L.L.C. ~~and JOHN DOE CORP. B o/a SEATTLE THUNDERBIRDS are~~ is a corporation~~s~~ registered pursuant to the laws of Washington, U.S.A. ~~Their~~Its registered head offices are in Seattle, Washington. ~~They~~ It own~~s~~, operate~~s~~, and along with the CHL and WHL ~~are~~is responsible for the management and oversight of the WHL Team known as the Seattle Thunderbirds.

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

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

**THE ABUSE**

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

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

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

81. The Abuse has repeatedly been reported to higher levels of management and ownership of the Teams as well as the management of the Leagues. The Abuse is known to be ongoing and continuous by all Defendants and their staff members, servants and agents. Each Defendant has had full awareness of the widespread and systemic nature of the Abuse at all material times.

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

***The Plaintiffs' Experiences***

83. The Plaintiff, Daniel Carcillo, suffered through one full year of almost constant and repetitive Abuse while playing as a rookie for the Sarnia Sting in 2002. He and the other 12 rookies on the team suffered Abuse by the older players, coaches and team 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, rookies were required sit in the middle of the shower room naked while the older players urinated, spat saliva and tobacco chew on them. At least once, the head coach walked into the shower room while this was occurring, laughed and walked out;

(b) Rookies were repetitively hit on their bare buttocks with a sawed off goalie stick, developing large welts and open sores. The injuries were so bad that they couldn't sit down, even while attending local high school classes. They advised team staff of this abuse, which did not stop;

(c) On road trips, rookies would be stripped naked and sent into the bus bathroom, eight at a time. The older players would tape the boys' clothes up in a ball, which were thrown into the bathroom. The boys were not allowed out until they were dressed, which could take hours. Older

players would pour chew, saliva, and urine on them through the bathroom vents. This took place in front of coaches and trainers;

(d) Rookies had to bob for apples in a cooler filled with the older players' urine, saliva and other bodily fluids;

(e) The older players would put the rookies in a laundry bin on wheels, 4 at a time. They would run the laundry bin into a wall as fast as it could go. Players suffered injuries including being knocked unconscious. It was called the "rookie rocket";

(f) Older players would organize orgies at house parties. Rookies were required to take part in sexual acts while the older players watched and took part;

(g) The head coach walked in on a naked rookie taped to a table with his buttocks in the air. Older players were whipping him with a belt. The head coach took part, whipped the child and laughed while the boy cried;

(h) The head coach, assistant coaches and League officials knew of the abuse. Carcillo and another player from the Sting reported the Abuse while away playing for Canada's national team at the junior championships. An informal investigation took place by OHL and/or CHL agents, but no findings were released, abusers were not punished and no steps were taken to address the Abuse; and,

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

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

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

(a) During team practices, the head coach took Taylor aside and demanded that he fight other 16 or 17 year old players in order to increase the "intensity" level of the team. This took place numerous times. Taylor was seriously concussed during one fight in practice and he and other team members suffered other injuries during such fights;

(b) The head coach provided the team credit card to one of the older players to buy alcohol for the team "rookie party". The 16 and 17 year old rookies were required to dress up in women's clothing and were forced to consume large amounts of alcohol, to the point of blacking out and vomiting;

(c) When Taylor was "sent down" to the Junior A team in Canmore after the first two games of the 2009-2010 season, he received what is euphemistically referred to throughout the Leagues as the "garbage bag treatment". The team and staff were on the team bus waiting to leave for a road trip. Immediately before leaving, Taylor was told in front of the entire team and staff that he was being cut from the team. He was told in a humiliating fashion to get off the bus, to retrieve his bag and to report to Canmore. He was not given any money or any further direction. His parents were not notified; and,

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

86. Taylor's experience left him permanently traumatized. He suffered severe mental health issues which were not present before the Abuse he endured. He was hospitalized for a lengthy period after his time in the WHL. He continues to suffer from the psychological and physical injuries he suffered while playing in the WHL.

***The Class' Experience***

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

(a) sexual assault, group sexual assault and molestation;

(b) Such sexual assault includes, but is not limited to:

(i) being forced to masturbate in front of teammates and coaches and others;

(ii) being forced to sexually assault other teammates;

(iii) being forced to consume the urine, saliva, semen or feces of teammates;

(iv) being forced or coerced or threatened with sexual ~~enagegment~~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 (eg, hockey sticks, brooms, food); and,

(ix) having various other objects and substances placed in their underwear of near their genital area;

(c) being physically assaulted both with and without the use of various weapons (hockey sticks, sawed off hockey sticks, belts, etc.);

(d) being forced to consume large quantities of alcohol and illicit drugs;

(e) being verbally demeaned, threatened, harassed, and degraded;

(f) being assaulted by other teammates and being forced to physically assault other teammates; ~~and,~~

(g) being called racial, sexist and homophobic slurs; and,

~~(g)~~(h) being subjected to additional Abuse for resisting, or complaining about, the Abuse.~~.~~

**TOXIC CULTURE AND ENVIRONMENT**

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

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

(a) frequent targeting of racialized victims;

(b) frequent use of highly degrading racist expressions;

(c) frequent racial slurs, jokes and innuendos; and

(d) frequent discriminatory comments with respect to the bodies, abilities or dignity of certain races.

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

(a) frequently requiring the victims of the Abuse to be partially or completely nude;

(b) frequently requiring Class Members to dress in women's' clothing;

(c) frequently targeting the sexual areas of the victims' bodies, including the buttocks and genitals;

(d) frequent use of sexualized power dynamics;

(e) frequent use of highly degrading sexual expressions;

(f) frequent sexual jokes and innuendos;

(g) frequent comparison between the victims of the Abuse and women; and

(h) frequent discriminatory comments with respect to the bodies, abilities or dignity of women.

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

(a) frequent targeting of victims for perception of their gender expression or sexuality;

(b) frequently targeting the sexual areas of the victims' bodies, including the buttocks and genitals;

(c) frequent use of sexualized power dynamics;

(d) frequent use of highly degrading homophobic expressions;

(e) frequent sexual and homophobic jokes and innuendos;

(f) frequent comparison between the victims of the Abuse and women; and

(g) frequent discriminatory comments with respect to the bodies, abilities or dignity of homosexual persons.

92. Every Class Member was exposed to the above-described toxic environment. Every Class Member is subjected to a massive power imbalance with the

~~Defendants~~Teams and Leagues and their agents, staff and employees and other players and were extremely vulnerable, by virtue of:

(a) the Class Members being separated from their homes, parents and families;

(b) the Class Members ~~are~~being children, or ~~are~~ being very young;

(c) the Class Members being billeted in the homes of strangers in a new town or city;

(d) 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;

(e) the Class Members' wish to fit in and to not be singled out, blackballed and/or subjected to additional Abuse;

(f) Class Members' wish to obtain more playing time or to avoid having playing time decreased; and,

(g) Class Members' wish to avoid being traded to another team.

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

~~92.~~93. The Abuse is tolerated and condoned by adults in positions of power on the Teams and the Leagues:

(a) Team and League staff, employees and agents are desensitized to the Abuse;

(b) Team and League staff, employees and agents discourage complaints about the Abuse;

(c) Team and League staff, employees and agents turn a blind eye to the Abuse;

(d) Team and League staff, employees and agents are quick to excuse the Abuse;

(e) Team and League staff, employees and agents bury the issues to protect the reputation of the Teams and the Leagues at the expense of Class Members;

(f) Team and League staff, employees and agents do not act on complaints when reported either at the team or League-level;

(g) there is a deep mistrust among Class members that the Teams or Leagues will take such complaints seriously; and;

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

~~93.~~94. 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 every Team and League.

~~94.~~95. The Teams and the Leagues are vicariously liable for the Abuse perpetrated by their staff, employees, agents and players.

**CLASS MEMBERS FACE NEGATIVE REPERCUSSIONS FROM REPORTING ABUSE**

~~95.~~96. In addition to Team and League agents and employees tolerating, condoning and even encouraging or taking part in the Abuse, Class Members are subject to negative repercussions for reporting or even refusing to submit to the Abuse including:

(a) reduced ice time;

(b) being traded to another Team in the League;

(c) being sent down to a lower level of junior hockey;

(d) further victimization and retaliation and additional or increased levels of Abuse;

(e) being excluded from team activities;

(f) being stigmatized as "weak";

(g) being stigmatized as a "problem" player, their reputations being tarnished with NHL scouts, negatively impacting their chances of being drafted into the NHL or other professional hockey leagues.

~~96.~~97. Class Members often did not report the Abuse due to the concerns set out above and out of:

(a) a desire to avoid disturbing group cohesion;

(b) a desire to avoid negative consequences for the abuser; and,

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

~~97.~~98. In contrast, Class Members who do not make complaints are seen as "team players" and appropriately protecting superiors. As a result, Class Members feel pressure to accept the Abuse or risk social exclusion, further victimization and/or career consequences.

~~98.~~99. As a result of the above, the vast majority of incidents of Abuse are not reported.

**POLICIES ARE INADEQUATE, INFREQUENTLY ENFORCED AND INEFFECTIVE**

~~99.~~100.The Leagues each have anti-hazing and other policies that are designed to protect Class Members from Abuse, however, they are honoured most often in their breach. The policies themselves are woefully deficient and as a result, cause, contribute to and perpetuate the culture of Abuse in the Leagues and on the Teams and systematic physical, sexual and psychological abuse.

~~100.~~101. Furthermore, the policies themselves are almost never followed. Reports of Abuse are ignored, covered up or denied at the Team and League levels. Any enforcement mechanisms are woefully inadequate and are almost never employed.

~~101.~~102. In particular, the Leagues and Teams' reporting and investigation process is plagued by problems including:

(a) failure to involve police when criminal acts have taken place;

(b) failure to ensure appropriate confidentiality measures will protect those reporting Abuse;

(c) delays in the investigation process;

(d) Class Members not being offered medical or emotional support;

(e) serious incidents of sexual assault are not given adequate attention or consideration;

(f) Class Members are made to feel at fault before even providing a report;

(g) investigations are held in abeyance for lengthy periods of time;

(h) reports of Abuse are not formally investigated or resolved;

(i) poor training with respect to incidents of Abuse; and,

(j) failure to follow up with key witnesses;

~~102.~~103. As a result, there is very little trust in the ability of the Leagues and the Teams to appropriately respond to reports of Abuse.~~;~~

~~103.~~104. In the rare cases where complaints of abuse are found to be well-founded, any rare sanctions are nothing more than a "slap on the wrist" which provide no deterrent.

~~104.~~105. As a result of these and other failures, Abuse often goes unreported.

**TRAINING IS INADEQUATE**

~~105.~~106. The training in place for agents, employees and employees of the Teams, Leagues as well as the players with respect to sexual assault, hazing, physical assault, and the Abuse is inadequate. As a result, training fails to inform Teams, Leagues and players about appropriate conduct, lacks credibility and further demonstrates that the Teams and the Leagues do not take the Abuse seriously.

**THE LEAGUES AND TEAMS ARE STRUCTURED SYSTEMICALLY**

107. Each of the OHL, the WHL and the QMJHL are organized and operate pursuant to their policies, constitutions and bylaws. The OHL, WHL and QMJHL policies, constitutions and bylaws are substantially similar and they create the same obligations between each League and their constituent teams.

108. The policies, constitutions and bylaws set standard obligations, oversight and operating principles across the OHL, WHL and QMJHL. Those standard obligations, oversight and operating principles contained in the Constitutions and bylaws include, but are not limited to:

(a) each Team is required to be bound by decisions made by the League;

(b) each Team is required to follow policies and procedures set by the League;

(c) the Board of Governors of the League is made up of representatives from each ~~t~~Team and the Board of Governors drafts, creates and implements League policies, procedures and standard form contracts;

(d) each Team is required to follow the Constitutions, By-Laws, Regulations and Agreements of the League;

(e) ~~the~~each League drafts and creates the SPAs;

(f) ~~the~~each League has authority to terminate a Team for failing to adhere to League rules;

(g) the League negotiates with outside interests such as the NHL and distributes funds to the Teams;

(h) the League sets sanctions for violation of the Constitution, By-Laws, Regulations and policies;

(i) when Teams are sold or transferred to new ownership, such transfers are required to be approved by the other Teams and the leagues;

(j) 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;

(k) Teams indemnify the Leagues for liability;

(l) Teams are required to obtain insurance to indemnify the Leagues for liability, which insurance is required to be approved by the Leagues; and,

(m) Teams are required to treat Class Members to the highest standards of honesty, integrity, fair dealing and ethical conduct.

109. Each of the above obligations, the ordinary business conduct of the Teams and the Leagues, as well as the culture, practices, traditions and rituals alleged herein, create

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a single system with common goals and common legal, contractual and equitable obligations to the Class Members. In the alternative, each of the OHL, WHL and QMJHL constitute three separate systems with the same culture, practices, traditions and rituals alleged herein, with common goals and common legal, contractual and equitable obligations to the Class Members.

110. The Leagues' Constitutions and By-Laws required the Teams to adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct in their treatment of Class Members. This obligation includes a collective obligation by each Team to ensure that all of the other Teams adhere to this standard.

111. Each of the bylaws and constitutions of the Leagues, all of which bind the Teams and the Leagues, require all of the Leagues and Teams to collectively ensure strict compliance with the Bylaws, Policies or Regulations of the Leagues where such non-compliance results in a serious denigration of the Leagues. The Abuse constitutes a collective failure of such obligations for which all of the Teams within each of the OHL, WHL and QMJHL are jointly and severally liable.

**SYSTEMIC NEGLIGENCE**

~~106.~~112. The Defendants and their employees, agents and servants owed a duty of care to the Plaintiffs and Class to create and maintain an environment that was free from sexual and physical assault, harassment and the Abuse.

113. The harm suffered by the Plaintiffs and the Class was a reasonably foreseeable consequence of the acts and omissions of the Defendants' employees, agents and servants. In particular, the Leagues failed to create, implement, and enforce adequate policies and procedures that would have prevented the Abuse. The 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. The Teams failed to follow the Leagues' meagre policies and procedures that may have provided minimal protection from the Abuse. The Teams were aware of the Abuse, or of

the omnipresent risk of the Abuse, and in many cases, Team's employees and agents took part in the Abuse or actively condoned the Abuse.

114. Each Defendant was in a position to stop the systemic Abuse by, *inter alia*, taking steps to make the Abuse publically known. Each Defendant 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 Defendant's inaction.

~~107.~~115. The nature of the duty of care owed by the Teams to the Class is the same. The nature of the duty of care owed by the Leagues to the Class is the same.

~~108.~~116. The Defendants were in a position of authority and power and stood *in loco parentis* with Class Members. At all material times, the actions of the Defendants and their agents, employees and servants had a direct impact on the Plaintiffs and the Class. They were responsible for providing or causing to provide facilities, policies, standards and programs that were appropriate for the Class Members, free from Abuse. In such circumstances, the risk of harm contemplated in this action was reasonably foreseeable.

~~109.~~117. There was a direct and proximate relationship and specific interaction between the Plaintiffs and the Class and the Defendants' employees, agents and servants, including but not limited to:

(a) the daily interaction between Class Members and the ~~Defendants'~~ Teams' agents, servants and employees; and,

(b) the close and direct supervisory relationship between the Plaintiffs and the Class and the ~~Defendants'~~ Teams and Leagues' agents, servants and employees.

118. In addition, ~~T~~the Teams and the Leagues owed shared duties of care to the Class by virtue of the terms of the contracts between each T~~t~~eam and each player, which contracts are drafted by each League and to which ~~the~~ each League is a party. The Teams and the Leagues also owe shared duties of care by virtue of the terms of the League constitutions and bylaws, which place a collective obligation to ensure each Team follows league Bylaws, Policies and Regulations, as outlined above.

~~110.~~119. The agents, servants and employees of each of the Defendants repeatedly made representations to the Plaintiffs and the Class (and their guardians) that it was taking appropriate steps to prevent hazing, sexual assault and the Assaults. Such representations were relied upon by the Plaintiffs and the Class, as well as the parents and guardians of Class Members, in joining and remaining in the Leagues.

~~111.~~120. The Defendants owed a duty to not operate a system of teams that caused harms to its players. In particular, the Leagues' and Teams' duties included the duty:

(a) to supervise, educate, train and mentor the Class;

(b) to not subject Class members to the Abuse from their servants, employees, or agents or other players;

(c) to not create an environment where the Class members were subjected to the Abuse by others playing in the Leagues;

(d) to use reasonable care to ensure the safety, well-being, and protection of Class members;

(e) with respect to the Leagues, to have in place adequate policies condemning the Abuse and its related bigotry;

(f) to adequately enforce ~~its~~ policies condemning the Abuse and its related bigotry;

(g) with respect to the Leagues, to have adequate training, programs and oversight to enforce policies;

(h) with respect to the Leagues, to have in place adequate reporting measures to address complaints about the Abuse;

(i) to enforce ~~its~~ reporting measures addressing the Abuse consistently;

(j) to respond adequately, or at all, to complaints about the Abuse;

(k) to have in place adequate repercussion mechanisms to address complaints about the Abuse; ~~and~~

(l) to properly exercise discretion in determining when the Abuse occurred;

(m) ~~,~~with respect to the Leagues, to have reasonable mechanisms in place for prevention of Abuse;

(n) with respect to the Teams, to not subject Class members to the Abuse from their servants, employees, or agents;

(o) with respect to the Teams, to report Abuse taking place on other Teams in their League, and to not be complicit in the creation and a continuation of a culture of silence in their League; and

(p) with respect to the Teams, to not encourage and not take part in the Abuse.

~~112.~~121. The Leagues and the Teams breached their common law duties to the Plaintiffs and the Class through their negligent failure to properly supervise, oversee and control the operations of their servants, employees and agents. In many circumstances, the Leagues' policies did not denounce all forms of the Abuse, and did not denounce the Abuse at all.

~~113.~~122. In particular, the Defendants, and/or their staff, employees and agents, breached the standard of care by:

(a) not adequately supervising, educating, training and mentoring the Class;

~~(b) subjecting Class members to the Abuse from their servants, employees, or agents;~~

(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;

~~(c)~~(d) creating a system-wide culture where reporting of Abuse was known to be useless and met with retribution, retaliation and negatively impacting Class Members' future prospects in hockey;

~~(d)~~(e) failing to use reasonable care to ensure the safety, well-being, and protection of Class members;

~~(e) failing to have in place adequate policies condemning the Abuse;~~

(f) failing to adequately enforce ~~its~~ League policies condemning the Abuse;

~~(f)~~(g) failing to have or follow adequate training and programs to enforce those policies;

~~(g)~~(h) failing to have in place adequate reporting measures to address complaints about the Abuse;

~~(h)~~(i) failing to enforce its reporting measures addressing the Abuse consistently;

~~(i)~~(j) failing to respond adequately, or at all, to complaints about the Abuse;

~~(j)~~(k) failing to have in place adequate repercussion mechanisms to address complaints about the Abuse; and,

(l) failing to properly exercise discretion in determining when the Abuse occurred;~~.~~

(m) with respect to the Leagues, failing to have reasonable mechanisms in place for prevention of Abuse;

(n) with respect to the Leagues, failing to have in place adequate policies condemning the Abuse;

(o) with respect to the Teams, subjecting Class members to the Abuse from their servants, employees, or agents;

(p) with respect to the Teams, 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; and

(q) with respect to the Teams, encouraging or taking part in the Abuse.~~;~~

~~114.~~123. The Defendants' negligence caused damages to the Class and Family Class, as further particularized below.

**BREACH OF FIDUCIARY DUTY**

~~115.~~124. The Plaintiffs and the Class were often minors, often removed from their family, and were in the complete care and control of the Defendants. The Class members trusted, relied on and depended on the Defendants. The Defendants' relationship to the Class members was one of *loco parentis*, or that of a parent.

~~116.~~125. In addition, or in the alternative, the Defendants had an additional type of power and control over the Plaintiffs and the Class Members by virtue of the influence they held over Class Members' futures and ability to pursue careers in professional hockey. The Defendants and their agents, servants and employees held discretionary power over the vulnerable Class's interests, which power could be wielded unilaterally.

~~117.~~126. By virtue of the relationship between the Class members and the Defendants, the Defendants owed all Class members a fiduciary duty that included a duty to care for them and protect them and to act in their best interests at all times, as particularized below. The fiduciary duty was shared as between the Leagues each Class Member played in and the Team each Class Member played for.

~~118.~~127. In particular, the Defendants owed a duty to not operate a system of teams that caused harms to ~~underage~~ their players. In particular, the Leagues' and Teams' fiduciary duties included the duty to:

(a) to supervise, educate, train and mentor the Class;

~~(a)~~(b) to stand *in loco parentis* for Class Members who are under the age of 18;

~~(b)~~(c) not subject Class members to the Abuse from their servants, employees, or agents;

~~(c)~~(d) not create an environment where the Class members were subjected to the Abuse by others playing in the League;

~~(d)~~(e) to use reasonable care to ensure the safety, well-being, and protection of Class members;

~~(e)~~(f) to have in place adequate policies condemning the Abuse;

~~(f)~~(g) to adequately enforce its policies condemning the Abuse;

~~(g)~~(h) to have adequate training and programs to carry out and enforce policies;

~~(h)~~(i) to have in place adequate reporting measures to address complaints about the Abuse;

~~(i)~~(j) to enforce its reporting measures addressing the Abuse consistently;

~~(j)~~(k) to respond adequately, or at all, to complaints about the Abuse;

~~(k)~~(l) to have in place adequate repercussion mechanisms to address complaints about the Abuse; and

~~(l)~~(m) to properly exercise discretion in determining when the Abuse occurred.

~~119.~~128. The Leagues and Teams breached their fiduciary duties~~y~~ to the Plaintiffs and the Class through their failure to properly supervise and control the operations of its

servants, employees and agents. In many circumstances, the ~~Leagues'~~Defendants' policies did not denounce ~~all~~any forms of the Abuse.

~~120.~~129. In particular, the Defendants and/or their staff, employees and agents breached their fiduciary duties by:

(a) not adequately supervising, educating, training and mentoring the Class;

(b) subjecting Class members to the Abuse from their servants, employees, or agents;

(c) creating an environment where the Class members were subjected to the Abuse by others playing in the League;

(d) failing to use reasonable care to ensure the safety, well-being, and protection of Class members;

(e) 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;

~~(d)~~(h) failing to have reasonable mechanisms in place for prevention of Abuse'

~~(e)~~(i) failing to have in place adequate policies condemning the Abuse;

~~(f)~~(j) failing to adequately enforce its policies condemning the Abuse;

~~(g)~~(k) failing to have adequate training and programs to enforce policies;

~~(h)~~(l) failing to have in place adequate reporting measures to address complaints about the Abuse;

~~(i)~~(m) failing to enforce its reporting measures addressing the Abuse consistently;

~~(j)~~(n) failing to respond adequately, or at all, to complaints about the Abuse;

~~(k)~~(o) failing to have in place adequate repercussion mechanisms to address complaints about the Abuse; and

~~(l)~~(p) failing to properly exercise discretion in determining when the Abuse occurred.

~~121.~~130. The Class Members had a reasonable expectation that the Defendants and their servants, employees and agents would act in their best interests with respect to their wellbeing given the assumption of responsibility of care for the Class Members by virtue of:

(a) the Defendants' establishment, operation, financing, supervision and control of the Teams and Leagues;

(b) the terms of the contracts entered into between the Class Members, the Teams and the Leagues;

(c) the hierarchical and authoritarian coaching and playing systems and the requirements for obedience;

(d) the tremendous power and authority of the Defendants and their agents, employees and servants over the Class;

(e) the unilateral assumption of responsibilities for the care of the Class by the Defendants;

(f) the dependence of the Class Members on the Defendants and their agents, employees and servants for their care, development, education and future career prospects, both in professional hockey and outside of hockey.

~~122.~~131. Given the circumstances of the relationship between the Defendants and their agents, servants and employees and Class Members, including but not limited to their contractual obligations, parental obligations and day to day control over the Class Members, and their development, the Defendants undertook to act in the best interests of the Class Members and to act in accordance with the duty of loyalty imposed on the Defendants.

~~123.~~132. Furthermore, the Defendants' repeated insistence throughout the Class Period that ~~it~~they had appropriate policies and procedures to prevent and address hazing and other Abuse constituted an undertaking of responsibility to act in the best interests of the Plaintiffs and the Class Members and to act in accordance with a duty of loyalty in which the Class Members' interests would be put ahead of the Defendants' interests, in ensuring that such conduct did not occur.

~~124.~~133. Similarly, in investigating complaints of Abuse, the Defendants and their agents, servants and employees were required, but failed, to put the interests of the Class Members ahead of the Defendants' interests.

~~125.~~134. The Class were entitled to rely, and did rely on the Defendants to their detriment to fulfill their fiduciary obligations. As a result of their age and the imbalance of power, the Class Members were particularly vulnerable to and at the mercy of the discretion and power exercised by the servants, employees and agents of the Defendants.

~~126.~~135. The unilateral exercise of power and discretion by the Defendants impacted the Class Members' legal interests, including but not limited to career advancement and the Class Members' fundamental human and personal interests. The discretion exercised by the Defendants and their agents, employees and servants also directly affected the degree of sexual assault, harassment and Abuse as it was wholly within the scope of that discretion to ensure that appropriate policies and procedures were in place.

~~127.~~136. The Plaintiffs and the Class are particularly vulnerable and at the mercy of the Defendants. The Plaintiffs and the Class Members' vulnerability arises directly from their relationship with the Defendants. They relied on the Defendants for their protection in preventing the Abuse. All levels of 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 Defendants and their agents, servants and employees abused their power over the Class and failed to take steps to stop abuses of power from taking place throughout the Teams and Leagues.

~~128.~~137. The Defendants breached their fiduciary duties to the Plaintiffs and the Class. The particulars of the breach include the failures set out in paragraph 12~~9~~0, and:

(a) burying or minimizing reported incidents of Abuse to protect the reputation of the Defendants or their employees, agents or servants at the expense of Class Members;

(b) putting the interests of the Defendants, 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.

~~129.~~138. The Defendants and their agents, servants and employees knew or ought to have known that as a consequence of their actions, the Plaintiffs and Class Members would suffer damages, as particularized below.

**BREACH OF CONTRACT**

~~130.~~139. Each Class member was contractually bound to the Team(s) they played for, and to ~~the~~ each League~~s~~, by virtue of the SPA. Both the Class Member and the parents or guardians of that Class Member sign the SPA before or at the time the player joins the Teams' roster. The Leagues and Teams approved and registered all SPAs signed by Class members.

~~131.~~140. The SPAs were standard-form contractual agreements between the Class members, the Teams they played for, and ~~the~~ each League~~s~~. Their terms provided contractual duties of the Leagues and Teams to the Class members. Their terms also informed the common law duty of care that the Leagues and Teams owed to the Class members.

~~132.~~141. The SPAs are and were ~~set~~drafted and/or created by the OHL, the QJMHL and the WHL and approved by the CHL. The SPAs are identical for each player and each Team within each League. The CHL and OHL are parties to the SPAs between the OHL Teams and OHL Players. The CHL and WHL are parties to the SPAs between the WHL Teams and WHL Players. The CHL and the QMJHL are parties to the SPAs between the QMJHL Teams and the QMJHL Players.

~~133.~~142. The SPAs all had terms stating that the Teams are required to provide "training, education, supervision and character development" to the Class members. The Teams and the Leagues were responsible for housing the Class Members with billets, ensuring their safety both in the billet and while travelling with the team, ensuring the

Class Members obtained a high school education, and the physical and mental health of the Class Members.

143. Furthermore, the League Constitution and By-Laws required the Teams to adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct in their treatment of Class Members. This obligation includes a collective obligation to ensure that all of the ~~t~~Teams adhere to this standard by, *inter alia,* ensuring that the Abuse never took place.

~~134.~~144. The Defendants' breached ~~this~~such terms of their contracts with the Plaintiffs and Class by allowing Abuse that hampered or was detrimental to the players' supervision, education and character development insofar as those were terms of the contracts. They did so in the following ways, amongst others:

(a) not adequately supervising, educating, training and mentoring the Class;

(b) subjecting Class members to the Abuse from their servants, employees, or agents;

(c) creating an environment where the Class members were subjected to the Abuse by others playing in the League;

(d) failing to use reasonable care to ensure the safety, well-being, and protection of Class members;

(e) failing to have in place adequate policies condemning the Abuse;

(f) failing to adequately enforce its policies condemning the Abuse;

(g) failing to have adequate training and programs to enforce policies that ostensibly were designed to address Abuse;

(h) failing to have in place adequate reporting measures to address complaints about the Abuse;

~~(h)~~(i) with respect to the Teams, failing to report Abuse taking place on other Teams and being complicit in the creation and a continuation of a culture of silence;

~~(i)~~(j) failing to enforce its reporting measures addressing the Abuse consistently;

~~(j)~~(k) failing to respond adequately, or at all, to complaints about the Abuse;

~~(k)~~(l) failing to have in place adequate repercussion mechanisms to address complaints about the Abuse; and,

~~(l)~~(m) failing to properly exercise discretion in determining when the Abuse occurred.

~~135.~~145. Furthermore, it was an implied term that the Defendants would act honestly and in good faith in the performance of the contractual obligations set out in the SPA. The Defendants and their agents, employees and servants misled the Class Members with respect to the protections they would provide, the oversight they would engage in and the appropriate management of the Leagues and Teams which are made up ~~largely~~with significant numbers of underage minors. By failing to protect the vulnerable Class Members from the Abuses the Defendants knew were being perpetrated on a systemic basis, the Defendants breached their common law duty of good faith in the carrying out of the SPAs. In addition, by failing to inform Class Members and their families of the widespread nature of the Abuse, as well as the systemic failures to protect Class Members from known Abuses, the Defendants failed in their obligations of good faith and honesty in contractual relations.

**DAMAGES SUFFERED BY CLASS MEMBERS**

~~136.~~146. 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.

~~137.~~147. But for the Defendants' conduct, the above damages would not have been sustained.

~~138.~~148. As a result of the Abuse, Class members have required and will continue to require, medical treatment, psychological or psychiatric treatment, counselling, or other care. The Plaintiffs and other Class Members, or many of them, will require future medical care and/or rehabilitative treatment, or have already required such services, as a result of the Defendants' conduct for which they claim complete indemnity, compensation and payment. But for the Defendants' conduct, such treatment would not be necessary.

~~139.~~149. Members of the Family Class have suffered, and continue to suffer, loss of care, guidance and companionship which arises directly, or indirectly, from the physical, mental and emotional trauma sustained directly, or indirectly, by the Class. The harm suffered by the Family Class was reasonably foreseeable and was caused by the Conduct of the Defendants and their agents, employees and servants for whom they are in law responsible.

~~140.~~150. The Plaintiffs plead that the Defendants are strictly liable, jointly and severally, for the damages set out above as they were aware of and allowed the Abuse to continue to occur.

151. All Defendants are jointly and severally liable "horizontally" as follows:

(a) the CHL, the OHL and the OHL Teams are jointly and severally liable for the Abuse that took place on the OHL Teams;

(b) the CHL, the WHL and the WHL Teams are jointly and severally liable for the Abuse that took place on the WHL Teams; and;

(c) the CHL, the QMHJL and the QMJHL Teams are jointly and severally liable for the Abuse that took place on the QMJHL Teams.

152. In the alternative, the Teams are jointly and severally liable "vertically", as between the CHL and each Team and the League in which it operates, but not horizontally, as across the teams.

**PUNITIVE AND EXEMPLARY DAMAGES**

~~141.~~153. The Defendants and their agents, employees and servants had specific and complete knowledge of the widespread physical, psychological, emotional, cultural and sexual abuses incurred by Class Members during the Class Period. Despite this knowledge, the Defendants continued to permit the perpetration of grievous harm to the Class Members.

~~142.~~154. In allowing the Abuse to take place unhindered, and in condoning such abuse, the Defendants acted in a high-handed and callous manner toward Class Members which warrants a finding of punitive and/or exemplary damages that are reasonable in the herein circumstances. The Defendants conducted their affairs with wanton disregard for Class Members' interests, safety and well-being.

~~143.~~155. This action is commenced pursuant to the *Class Proceedings Act, 1992.*

~~144.~~156. The Plaintiffs plead, ~~and~~ rely and make claims pursuant to ~~upon~~ 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 s. 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*.

~~145.~~157. The Plaintiffs propose that the trial of the within action take place in the city of Toronto.

**REAL AND SUBSTANTIAL CONNECTION TO ONTARIO**

~~146.~~158. 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;

~~(b)~~(c) the CHL, which has authority over the Leagues and Teams, is headquartered in Ontario;

~~(c)~~(d) contracts relating to the subject matter of this action were made in Ontario;

~~(d)~~(e) the causes of action arose in Ontario; and,

~~(e)~~(f) 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,
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**CITATION:** Carcillo v. Canadian Hockey League, 2023 ONSC 886
**COURT FILE NO.:** CV-20-00642705-00CP
**DATE:** 20230203

***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, QUÉBEC 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 ROUYNNORANDA 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*

- *James Sayce, Vlad Calina*, and *Sue Tan* for the Plaintiffs.
- *Michael Eizenga, Ashley Paterson, Gannon Beaulne,* Nina Butz for the Defendants.
- *Tim Pinos, Kate Byers,* and *Hardeep Dhaliwal* for the Jaw Hockey Enterprises LP c.o.b. Erie Otters, IMS Hockey c.o.b. Flint Firebirds, Saginaw Hockey Club, L.L.C., EHT, Inc., John Doe Corp. A o/a Everett Silvertips Hockey Club, Winterhawks Junior Hockey LLC, Portland Winter Hawks Inc., Thunderbirds Hockey Enterprises, L.L.C., John Doe Corp. B o/a Seattle Thunderbirds, Brett Sports & Entertainment, Inc., Hat Trick, Inc., John Doe Corp. C o/a Spokane Chiefs, Tri-City Americans Hockey LLC and John Doe Corp. D o/a Tri-City Americans.

**Hearing:** November 14-17, 2022

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**PERELL, J.**

## REASONS FOR DECISION

## A. Introduction

[1] Daniel Carcillo, Garrett Taylor, and Stephen Quirk sue 78 Defendants that organize the

best game you can name, the “good ol’ Hockey game.” Daniel Carcillo, Garrett Taylor, and Stephen Quirk sue 60 amateur hockey teams that compete at the highest level of junior amateur hockey in Canada. The 60 hockey teams, which are owned by 78 Defendants, are situated in every Canadian province, except Newfoundland and Labrador, and also in four American states. The 60 amateur hockey teams, along with college leagues, and foreign leagues, are the source of talent for the professional hockey leagues, including the National Hockey League (“NHL”), which is not a defendant to the lawsuit. Daniel Carcillo, Garrett Taylor, and Stephen Quirk also sue the Western Hockey League (“WHL”), the Ontario Hockey League (“OHL”), (formerly the Ontario Major Junior Hockey League (“OMJHL”)), and the Québec Major Junior Hockey League (“QMJHL”). The 60 hockey teams are the members of these three Canadian amateur hockey leagues. Messrs. Carcillo, Taylor, and Quirk also sue the Canadian Hockey League (“CHL”), which was founded by and is the creation of the WHL, OHL, and the QMJHL. The 60 hockey teams are members of the CHL.

[2] Messrs. Carcillo, Taylor, and Quirk’s lawsuit is a proposed class action pursuant to the *Class Proceedings Act, 1992*.[1] The proposed Representative Plaintiffs sue on behalf of a class defined as: "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.” "Family Class" means "all parents, spouses, siblings, and children of Class Members."

[3] The Fresh as Amended Statement of Claim defines the “abuse” as follows:

> “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.

[4] Messrs. Carcillo, Taylor, and Quirk make May 8, 1975 the starting date for the forty-eight-year Class Period because that was the day that the WHL, OMJHL, and QMJHL founded the CHL.

[5] Messrs. Carcillo, Taylor, and Quirk sue the Defendants - collectively - for what is described as a culture of silence that hides a predatory, perverse, culture of violence, hazing, bullying, harassment, and assaults. They advance four causes of action against the collective of the WHL, OHL, QMJHL, CHL, and their 60 teams, namely: (a) breach of fiduciary duty; (b) systemic negligence; (c) vicarious liability; and (d) breach of Québec causes of action.

[6] Messrs. Carcillo, Taylor, and Quirk move for certification of their action as a class action (the “Certification Motion”).

[7] The CHL, WHL, OHL, and QMJHL and the 60 teams oppose the Certification Motion, and the Defendants submit that none of the five certification criteria are satisfied. The Defendants submit that the Certification Motion should be dismissed.

[8] In addition to opposing the Certification Motion, the Defendants bring two motions to dismantle it.

[9] In addition to opposing certification, there is the Defendants’ “Jurisdiction Motion”. The WHL, QMJHL, and their forty teams (but not the CHL, OHL, and their twenty OHL teams) seek to permanently stay Messrs. Carcillo, Taylor, and Quirk’s action as against them because they

[1] S.O. 1992, c. 6.

submit that this court does not have jurisdiction *simpliciter* to decide the dispute.

[10] In addition to opposing certification, there is the Defendants' "Ragoonanan Motion." Since Messrs. Carcillo, Taylor, and Quirk respectively were members of only five teams, the other 55 teams from the WHL, OHL, and QMJHL seek to have the Plaintiffs' action dismissed against them pursuant to the so-called "Ragoonanan Principle,"[2] which is authority that in a proposed class action, there must be a representative plaintiff with a claim against each defendant.

[11] However, although the 60 teams (74 defendants), the CHL, WHL, OHL, and QMJHL (four defendants) assert that the Plaintiffs, and the putative Class Members' proposed class action should be dismantled and dismissed and that the Certification Motion should be dismissed, they also say that the putative Class Members who experienced the "abuse" deserve access to justice in criminal proceedings or in individual actions against the perpetrators of the "abuse". The Defendants submit that a class proceeding is not the preferable procedure to bring the perpetrators to justice.

[12] On a Certification Motion, a court has four choices: (a) certify the class action; (b) certify with qualifications, conditions, or modifications; (b) refuse to certify; and; (d) pursuant to s. 7 of the *Class Proceedings Act, 1992* refuse to certify the action but permit the action to continue as one or more proceedings between different parties. In the immediate case, for the reasons that follow:

a. This court has jurisdiction *simpliciter* over all of the Defendants; therefore, the Jurisdiction Motion is dismissed.

b. There are no collective causes of action; therefore, the Plaintiffs cannot be Representative Plaintiffs for claims against the other 55 teams of the CHL. The Ragoonanan Motion is granted. However, the dismissal Order is suspended pending the determination of a motion for approval of an Individual Issues Protocol.

c. The Certification Motion is dismissed.

i. The cause of action for breach of fiduciary duty does not satisfy the cause of action criterion.

ii. There are no collective causes of action against the Defendants and therefore the Plaintiffs' class action – as proposed – does not satisfy the cause of action criterion. (The cause of action criterion would or could have been satisfied as against the 60 teams and the WHL, OHL, QMJHL, and CHL -severally- for systemic negligence, vicarious liability, and breach of the Québec causes of action, but there are no collective causes of action.)

iii. Had the proposed class action otherwise been certifiable, the identifiable class criterion would or could have been satisfied.

iv. The Plaintiffs' class action – as proposed – does not satisfy the common issues criterion and the preferable procedure criterion. (These criteria would also not or could not be satisfied if the Plaintiffs' class action was recast as against the 60 teams and the WHL, OHL, QMJHL – severally – for systemic negligence,

[2] *Poirer v. Silver Wheaton Corp*, 2022 ONSC 80; *Vecchio Longo Consulting Services Inc v. Aphria Inc*., 2021 ONSC 5405; *Hughes v. Sunbeam Corp (Canada)* (2002), 61 O.R. (3d) 433 (C.A.); *Ragoonanan Estate v. Imperial Tobacco Canada Ltd* (2000), 51 O.R. 3d 603 (S.C.J.).

vicarious liability, and breach of the Québec causes of action.)

v. The Ragoonanan Motion is granted. The Plaintiffs are satisfactory Representative Plaintiffs only with respect to actions against five teams and the leagues to which those teams are members.

vi. The Representative Plaintiff criterion is not satisfied. The Plaintiffs have not produced a workable litigation plan and it is not feasible that a workable plan could be produced.

d. Therefore, the Certification motion must be dismissed. However, the Order dismissing the Certification Motion is suspended pending the determination of a motion for approval of an Individual Issues Protocol.

e. Pursuant to sections 7, 12, and 25 of the *Class Proceedings Act, 1992,* it is Ordered that Messrs. Carcillo, Taylor and Quirk shall have 120 days, if so advised: (a) to prepare an "Individual Issues Protocol" for individual (discreet/separate) joinder-actions against the WHL, OHL, or QMJHL, respectively and their teams respectively; and (b) to bring a motion for approval of the Individual Issues Protocol, failing which Messrs. Carcillo, Taylor, and Quirk's proposed class action shall be dismissed.

f. Pursuant to sections 7, 12, and 25 of the *Class Proceedings Act, 1992,* it is Ordered that Messrs. Carcillo, Taylor and Quirk shall have 120 days, if so advised: (a) to prepare a Notice to the Class Members of the Individual Issues Protocol and a Distribution Plan for the dissemination of the Notice at the expense of the Defendants; and (b) to bring a motion for approval of the Notice and of the Dissemination Plan, failing which Messrs. Carcillo, Taylor, and Quirk's proposed class action shall be dismissed.

## B. Overview: Construction of an Individual Issues Protocol

[13] In the immediate case, all the parties agree that there should be access to justice for what happened to some of the putative Class Members.

[14] As is apparent from the above introduction, which foreshadows the outcomes of the Jurisdiction Motion, the Ragoonanan Motion, and the Certification Motion, in the immediate case, the route to access to justice begins as a proposed national opt-out class action under s. 5 of the *Class Proceedings Act, 1992* but continues as national opt-in joinder actions pursuant to sections 7, 12, and 25 and an Individual Issues Protocol for the joinder actions.

[15] Explaining why this action moves from s. 5 of the *Class Proceedings Act, 1992* to sections 7, 12, and 25 involves describing the Defendants' piece-by-piece deconstruction of the Plaintiffs' proposed class action and the construction of an Individual Issues Protocol from the pieces.

[16] A Certification Motion is just a procedural motion. It is about the ways and means - the procedure - to the ends or goals of achieving procedural and substantive justice, behaviour modification, and judicial economy in a procedurally fair way to both the plaintiffs and the defendants.

[17] In this intensely contested Jurisdiction Motion, Ragoonanan Motion, and Certification Motion, the opposing parties do agree on one thing about ways and means. They agree about the ends. The opposing parties passionately agree that the players of the CHL, WHL, OHL, and QMJHL should have the ways and means to access justice for the disgraceful wrongdoings that

have occurred.

[18] The opposing parties, however, passionately disagree about the precise ways and means to achieve that end. The Plaintiffs submit that s. 5, i.e., a certified class action is the only route to access to justice. Quoting from their factum, Messrs. Carcillo, Taylor, and Quirk say:

> A collective finding of systemic liability, followed by an individual claims process, is the only realistic avenue to accountability and access to justice in this context. The Supreme Court of Canada and the Court of Appeal for Ontario have repeatedly endorsed systemic class proceedings to address similar failures in oversight, management, and governance. This systemic problem requires a systemic solution for major junior hockey to survive, and for the thousands of abuse victims to finally get justice. […] Individual actions cannot create the behaviour modification necessary to protect current and future players from the Abuse. A class proceeding is needed. […] The Representative Plaintiffs have stepped forward at great personal cost, to hold a system accountable that has abused them terribly. […] Each of them has come forward on behalf of the thousands of Class Members who cannot easily advocate for themselves; and they do it to change a hockey culture that has endured for decades and permitted horrible abuses. If there were another realistic way to get justice for the class, they would have pursued it. But there is no other, preferable procedure: this class action is the only vehicle to justice.

[19] The Defendants disagree, and they submit that individual actions are the only route to access to justice. Quoting from their factum, the Defendants say:

> The plaintiffs, and any other players who may have experienced criminal or tortious conduct at the hands of teammates or others in connection with their time playing major junior hockey, deserve access to justice. But this proposed class action, as framed and under any framing, is neither a practically desirable nor a legally viable means of giving it to them. Nor is it fair to the defendants. […] The defendants do not deny that some players have experienced serious misconduct and suffered potentially compensable harm over the last forty-seven years. Those players deserve a rational process for evaluating claims in their inextricable context, determining who is responsible and to what extent (including the perpetrators), and receiving compensation if appropriate. For the reasons described in this factum, this proposed class action cannot be that process.

[20] The Defendants challenge and dismantle the Plaintiffs' proposed class action. The Defendants ultimately do not dispute that - as individuals - Messrs. Carcillo, Taylor, and Quirk have some causes of action against five teams; however, the Defendants through the Jurisdiction Motion, the Ragoonanan Motion, and their resistance to the Certification Motion deconstruct, in the sense of dismantling - the collective aspects - of the proposed class action.

[21] What, however, emerges from the Defendants' deconstruction, is that the Jurisdiction Motion is dismissed, the Ragoonanan Motion is granted, and the Certification Motion is dismissed. And, it is the dismissal of the Certification Motion that opens the door to an Order pursuant to sections 7, 12, and 25 of the *Class Proceeding Act,* 1992 to establish a national opt-in Individual Issues Protocol for joinder actions against the respective teams that may be liable for systemic negligence, vicarious liability and or the Québec causes of action.

[22] I agree with the parties that the abused players of the WHL, OHL, QJMHL should have the ways and the means to achieve access to justice. In my opinion, this court in Ontario has the jurisdiction *simpliciter* and the ways and means to provide that route for the players of the 60 teams of the WHL, OHL, and QJMHL. That route is pursuant to sections 7, 12, and 25 of the *Class Proceedings Act, 1992* and an Individual Issues Protocol.

[23] As I shall explain below, the Jurisdiction Motion, which was brought by the 22 teams of

the WHL, the 18 teams of the QMJHL, and the WHL and QMJHL is dismissed because there is a real and substantial connection between this court and the Plaintiffs and all of these Defendants. The Defendants carry on business in Ontario. And, in any event, Ontario has a real and substantial connection severally with each and every of the 60 hockey teams and the WHL, OHL, QMJHL, and CHL.

[24] As I shall explain further below, the Ragoonanan Motion is granted. Although this court has jurisdiction *simpliciter* as against all 60 teams, Messrs. Carcillo, Taylor, and Quirk have only individual actions against five teams and the leagues to which those teams are members. There is no "collective liability causes of action" in the immediate case. The case at bar needs a plaintiff to have a cause of action against every particular defendant. The result is that there are potential claims against 55 teams, for whom there is no named plaintiff to pursue those claims. Thus, the Ragoonanan Motion should be granted.

[25] To use Mr. Taylor as an example, he has an individual causes of action for systemic negligence (also non-systemic negligence) and vicarious liability to pursue as against the WHL and the CHL and its teams from Lethbridge and Prince Rupert; however, he has no legally viable claims against the other teams of the WHL or the other teams of the CHL or against the OHL and the QMJHL; there is no collective liability. The claims against Defendants that did not engage in a concerted wrongdoing against Mr. Taylor are doomed to failure.

[26] When there is a so-called Ragoonanan Problem, often the proposed representative plaintiffs are offered an opportunity to fix the problem by recruiting additional plaintiffs. In the immediate case, this solution is not available, because it would be meaningless, since Messrs. Carcillo, Taylor, and Quirk's proposed class action is not certifiable. Their proposed class action asserting a collective liability fails the cause of action criterion, the common issues criterion, the preferable procedure criterion, and the representative plaintiff criterion because of the Ragoonanan problem and because of an unworkable litigation plan.

[27] The proposed class action is not certifiable because its major or fundamental premise, which is that each of the 60 member teams of the WHL, OHL, QMJHL, or CHL are jointly and severally liable for each other's wrongdoings regardless of whether the particular team participated in the wrongdoing is incorrect and not legally viable. Moreover, if the premise were correct (but it is not), the proposed class action would fail all the other certification criteria except the identifiable class criterion. An abused hockey player has only individual causes of action against his own team and his own leagues.

[28] If the proposed class action is treated as individual causes of actions by the putative Class Members for non-collective causes of action for breach of fiduciary duty, systemic negligence, vicarious liability, and breach of the Québec causes of action, the cause of action criterion would be satisfied for all but the breach of fiduciary duty claim.

[29] So much for deconstruction; the certification motion must be dismissed. However, there are realistic avenues to accountability and access to justice. Pursuant to sections 7, 12, and 25 of the *Class Proceedings Act, 1992*, an Individual Issues Protocol can be fashioned to provide access to justice against the perpetrators and their enablers, i.e., the individual hockey teams and the particular league that should have protected the player from the abuse.

[30] If the allegations of the "abuse" are proven and any defences disproven, there are defendants that should and can be held accountable for the reprehensible and outrageous breaches

of the duty of care and for vicarious liability for the torts of assault, sexual assault, battery, sexual battery, false imprisonment, and intentional infliction of emotional distress.

[31] Therefore, in the immediate case, certification must be refused. However, the court pursuant to sections 7, 12, and 25 of the *Class Proceedings Act, 1992* has the jurisdiction to permit Messrs. Carcillo, Taylor, and Quirk's action to continue as one or more proceedings between different parties.

[32] I, therefore, order Messrs. Carcillo, Taylor, and Quirk, if so advised, to prepare and submit for court approval an Individual Issues Protocol within 120 days. They will need to recruit, a plaintiff for each of the 60 teams of the WHL, OHL, and QMJHL for the Individual Issues Protocol,[3] and the Individual Issues Protocol will then provide a means for the putative Class Members to have access to justice.

## C. Collectives and Culture

[33] Because of the nature of the Plaintiffs' essential argument, before beginning the determination of the Jurisdiction Motion, the Ragoonanan Motion, and the Certification Motion, it is necessary to have some understanding of the interrelationship between collectives (groups) and culture.

[34] Messrs. Carcillo, Taylor, and Quirk submit that the Defendants - as a collective - are liable for a - toxic culture - of hazing, bullying, harassment, and assaults that injured the putative Class Members. They describe in considerable detail and at considerable length a culture of violence, tyranny, submission. and silence. The evidence proves their description, and from this evidence the essential argument of Messrs. Carcillo, Taylor, and Quirk is that the WHL, OHL, QMJHL, CHL, and 60 hockey teams are a collective that injured the putative Class Members. In the immediate case, it is the essential argument of the Plaintiffs that each and every Defendant is liable for the plight of the good ol' hockey game and that a class action is necessary to restore the good name of the best game that you can name.[4]

[35] I have seven observations about collectives and culture that are important to understanding the arguments of the parties and to the resolution of the motions in the immediate case.

[36] The first observation is that culture is a very complex and profound idea studied by anthropology, archaeology, history, law, philosophy, political science, psychology, and sociology. Culture may be defined as the social organizing system that simultaneously establishes the group's identity and the identities of the members of the group. There are cultures associated with race, colour, ethnicity, nationality, origin, language, religion, ideology, gender, sexual orientation, marital status, family status, age, profession, occupation, employment, class, social-economic background, and wealth.

[37] The immediate proposed class action is about at least 65 cultures. It is at least about the respective cultures of the Defendants WHL, OHL, QMJHL, and CHL (four cultures) and the 60 cultures of the Defendant hockey teams. The 65th culture is the culture of Canadian amateur hockey, the "good ol' Hockey game." The Plaintiffs' action presupposes that all the Defendants

[3] As noted later in these Reasons for Decision, the deponents who testified for the certification motion would be ideal lead plaintiffs. The deponents have claims against 37 of the 60 teams.

[4] Stompin' Tom Connors, *The Good Ol' Hockey Game*: " Oh the good ol' hockey game, is the best game you can name and the best game you can name is the good ol' hockey game."

systemically share the same virulent culture of Canadian amateur hockey.

[38] The second observation is that culture is based on a collective shared consciousness. Culture is a system of shared aims, art, attire, beliefs, ceremonies, crafts, customs, dependencies, diet, dislikes, feasts, festivals, gestures, habits, hierarchies, hobbies, language, law, lifestyles, likes, manners, music, myths, norms, relationships, roles, rights of passage, rituals, stories, symbols, traditions, values, and writings. Culture shapes the society of the group (the collective) through these shared activities, interests, affinities, meanings, and teachings. It is through this shared consciousness of thoughts and deeds that the group's identity and the identities of the members of the group are established.

[39] As the Plaintiffs would have it, the immediate case is about the shared consciousness and behaviours of groups that have, to borrow the language of the QMJHL's mission statement, the purpose of developing players for professional hockey while supporting them throughout their academic endeavours to mold them into responsible and educated citizens. All the Defendants have this professed purpose. The essential argument of Messrs. Carcillo, Taylor, and Quirk is that the Defendants are a collective (a group of members) that has horribly failed in its mission and their shared systemic virulent culture has caused harm to the players.

[40] The third observation about collectives and culture that is important to understanding the parties' arguments and to the resolution of the motions in the immediate case is to note that in some instances, it is the existence of the common culture that brings together the members of the group, but in other instances, the members of the group come together, and the group then develops a culture.

[41] The immediate case is a complex situation in which the members of the group systemically develop their own culture as individual hockey teams, and then the teams came together and systemically developed a culture for their league (WHL, OHL, and QMJHL), and then the leagues systemically developed a culture for the CHL, and all of this occurs within the existing culture of the "good ol' Hockey game".

[42] The fourth observation about collectives and culture that is important to the parties' arguments and to resolution of the motions in the immediate case, is to note that cultures are inculcated and subject to vacillating change over time. The members of a culture are educated, nurtured, and assimilated into the values and practices of the culture. Cultures are passed on from generation to generation, but what is passed on may have changed or may change in the future. From a social science perspective, cultures are variable and dynamic.

[43] The immediate case is a complex situation in which a court of law (one of the social sciences that studies culture) is asked to examine the systemic cultures of the Defendants over a 50-year time span from a legal perspective.

[44] The fifth observation about collectives and cultures that is important to the parties' arguments and to resolution of the motions in the immediate case is that a culture defines the identity of the group and simultaneously defines the identity of the members of the group; however, there is a risk of stereotypical thinking by automatically or unconsciously attributing all the aspects of the culture to all of the members of the culture. Each individual member of a culture does not necessarily share all of the aspects of the culture and each individual member of a culture has individual autonomy of thought and deed. Judges are being trained in cultural competence which is a set of skills to mitigate stereotypical thinking, unconscious bias, impartiality, and racism.

[45] While the individual members of a culture may have personal autonomy and may not necessarily share all of the aspects of the culture, in the immediate case, it is the Plaintiffs' essential argument that the Defendants as a collective do share a systemic virulent culture and have done so for over a 50-year time span.

[46] The sixth observation about collectives and cultures that is important to the parties' arguments and to the resolution of the motions in the immediate case is to note that cultures are not inherently good or bad. Culturism is a part of the Canadian national mosaic. Indeed, multiculturism is the aspiration of s. 27 of the *Canadian Charter of Rights and Freedoms*,[5] which provides that the *Charter* should be interpreted in a way that is consistent with the preservation and enhancement of the multicultural heritage of Canadians.

[47] The immediate case is about an allegedly despicable reptilian culture of toxic masculinity. In the immediate case, cultural competence, however, entails not jumping to stereotypical decisions about the Plaintiffs or the Defendants. Stereotyping negates individuality and is a type of prejudgment.

[48] Most importantly, from the social science that is the law, there is no guilt purely by association; the autonomy of each of the Defendants must be respected and each of the Defendants must be judged for their individual acts and deeds.

[49] Although there could be guilt (negligence or breach of fiduciary duty) for not disassociating from a virulent culture, there is no guilt by simply associating with members of a virulent culture. As Justice Cory noted in *R. v. R.D.S.*:[6] "[J]udges must strive to ensure that no word or action during the course of the trial or in delivering judgment might leave the reasonable, informed person with the impression that an issue was predetermined or that a question was decided on the basis of stereotypical assumptions or generalizations."

[50] The seventh observation, which is the legal corollary to the sixth observation about collectives and culture that is important to the resolution of the parties' arguments in the immediate case is that although from a sociological perspective, the members of a collective can have a shared culture, however, from a legal perspective, it does not follow that the individual members of that group are liable for the wrongdoings of the other members of the cultural group. Under Canadian criminal and civil law, with a few exceptions, criminality or civil liability is based on personal fault; i.e., upon personally perpetrating or participating in the misdeeds.

## D. Procedural and Evidentiary Background

[51] On **June 18, 2020**, Carcillo and Taylor delivered their Statement of Claim, which was subsequently amended several times to, among other things, add Mr. Quirk as a plaintiff.

[52] On **March 25, 2020**, Messrs. Carcillo and Taylor delivered a Fresh as Amended Statement of Claim.

[53] On **December 4, 2020**, Messrs. Carcillo and Taylor moved for certification. The Certification Motion was supported by the following evidence:

[5] Part I of the *Constitution Act*, 1982, being Schedule B to the *Canada* Act 1982 (UK), 1982, c 11.
[6] [1997] 3 S.C.R. 484 at para. 120.

- Affidavit dated August 4, 2020 of **Jeff Andrews**. Mr. Andrews was a player for: North Bay Centennials (now Saginaw Spirit) (OHL) (1992-1994); Oshawa Generals (OHL) (1994-1995).
- Affidavit dated August 11, 2020 of **Cory Bricknell**. Mr. Bricknell was a player for: Newmarket Royals (now Sarnia Sting) (OHL) (1992-1993); Niagara Falls Thunder (now Erie Otters) (OHL) 1993-1995. He was cross-examined.
- Affidavits dated August 27, 2020 and November 26, 2021 of **Daniel Carcillo**. Mr. Carcillo was a player for: Sarnia Sting (OHL) (2002-2004); Mississauga IceDogs (OHL) (now Niagara IceDogs) (2004-2005). He is a proposed Representative Plaintiff. He was cross-examined.
- Affidavit dated August 4, 2020 of **Gene Chiarello**. Mr. Chiarello was a player for: London Knights (OHL) (1996-2000). He was cross-examined.
- Affidavit dated July 29, 2020 of **Jason Clarke**. Mr. Clarke was a player for: Niagara Falls Thunder (now Erie Otters) (OHL) (1990-1993). He was cross-examined.
- Affidavit dated July 17, 2020 of **Chris Festarini**. Mr. Festarini was a player for: Erie Otters (OHL) and the Niagara IceDogs (OHL) (2009-2014).
- Affidavit dated October 9, 2020 of **Dan Fritsche**. Mr. Fritsche was a player for: Sarnia Sting (OHL) (2001-2004); London Knights (OHL) (2004-2005). He was cross-examined.
- Affidavits dated August 11, 2020 and November 26, 2021 of **Brad Hammet**. Mr. Hammet was a player for: Billings Bighorns (WHL), Nanaimo Islanders (WHL), New Westminster Bruins (now Tri-City Americans) (WHL) (1981-1984).
- Affidavit dated July 9, 2020 of **Mark Howery**. Mr. Howery was a player for: Calgary Wranglers training camps (WHL) (1981-1982); Medicine Hat Tigers training camp (WHL) (1983); Winnipeg Warriors (now Moose Jaw Warriors) (WHL) (1983-1984).
- Affidavit dated July 30, 2020 of **Dirk Jellio**. Mr. Jellio was a player for: Sarnia Sting (OHL) (2002-2003); Saginaw Spirit (OHL) (2003). He was cross-examined.
- Affidavits dated December 2, 2020 and November 29, 2021 of **Dr. Jay Johnson**. Dr. Johnson is a Professor in the Faculty of Kinesiology and Recreation Management at the University of Manitoba. He has undertaken extensive research pertaining to "hazing" focusing on the high school and post-secondary contexts of fraternities, sororities, and an array of sports (basketball, soccer, volleyball, badminton, football, swimming, track and field, wrestling, hockey, and rugby). He was cross-examined.
- Transcript of the examination pursuant to Rule 39.03 of **Sheldon Kennedy**. Mr. Kennedy played junior hockey for the Moose Jaw Warriors and the Swift Current Broncos of the WHL. He played professional hockey with Adirondack Red Wings and the St. John Flames of the AHL (American Hockey League) and with the Detroit Red Wings, the Calgary Flames, and Boston Bruins of the NHL. He is another victim of the "abuse" described by the Plaintiffs' and their witnesses. He is the co-founder of the Respect Group Inc. which provides training to help people involved in amateur sport to prevent bullying, harassment, and abuse.

- Affidavit dated August 4, 2020 of **Fred Ledlin**. Mr. Ledlin was a player for: Victoria Cougars (now Prince George Cougars) training camp (WHL) (1980); Kamloops Junior Oilers (now Kamloops Blazers) (WHL) (1981); Seattle Breakers (now Seattle Thunderbirds) (WHL) (1981-1983); Portland Winterhawks (WHL) (1983); Medicine Hat Tigers (WHL) (1983-1984); Winnipeg Warriors (now Moose Jaw Warriors) (WHL) (1984).
- Affidavits dated November 29, 2021, January 27, 2022, and May 20, 2022 of **Catherine MacDonald**. Ms. MacDonald is a legal assistant with the law firm Koskie Minsky LLP, counsel for the Plaintiffs and the proposed Class Counsel.
- Affidavit dated July 10, 2020 of **Ryan Munce**. Mr. Munce was a player for: Sarnia Sting (OHL) (2002-2005).
- Affidavit dated August 4, 2020 of **David Pszenyczny**. Mr. Pszenyczny was a player for: Sarnia Sting (OHL) (2001-2004); Mississauga IceDogs (now Niagara IceDogs) (OHL) (2004-2005); Barrie Colts (OHL) (2005-2006).
- Affidavit dated July 10, 2020 of **Doug Smith**. Mr. Smith was a player for: Ottawa 67's (OHL) (1979-1982).
- Affidavit dated July 28, 2020 of **John Strait**. Mr. Strait was a player for: Lethbridge Broncos (now Swift Current Broncos) (WHL) (1978-1979); Seattle Breakers (now Seattle Thunderbirds) (WHL) (1979-1980); Brandon Wheat Kings (WHL) (1979-1980); Billings Bighorns (now Tri-City Americans) (WHL) (1979-1980); Spokane Flyers (nonoperational) (WHL) (1980-1981); New Westminster Bruins (now Tri-City Americans) (WHL) (1980-1981); and Sudbury Wolves (OHL) (1980-1981).
- Affidavit dated November 23, 2020 of **Garrett Taylor**. Mr. Taylor was a player for: Lethbridge Hurricanes (WHL) (2008-2009); Prince Albert Raiders (WHL) (2009-2010). He is a proposed Representative Plaintiff. He was cross-examined.
- Transcript of the examination pursuant to Rule 39.03 of **Camille Theriault** pursuant to Rule 39.03. Mr. Theriault was the Premier of New Brunswick in 1998 and 1999. Subsequently, he was chair of the Canadian Transportation Accident Investigation and Safety Board, and CEO of the Mouvement des caisses populaires acadiennes.
- Affidavit dated March 17, 2021 of **Stephen Quirk**. Mr. Quirk was a player for: Moncton Alpines (now Moncton Wildcats) (QMJHL) (1995-1997); Halifax Mooseheads (QMJHL) (1997-1998). He is a proposed Representative Plaintiff. He was cross-examined.

[54] The Defendants opposed the Certification Motion, and they supported their resistance to certification and their motions to have the action dismissed for want of jurisdiction *simpliciter* (the Jurisdiction Motion) or for want of representative plaintiffs (the Ragoonanan Motion) with the following evidence:

- Affidavit dated October 29, 2021 of **Scott Abbott**. Mr. Abbott was the owner and Governor of North Bay Battalion (OHL) (1996 to date). He was cross-examined.
- Affidavits dated November 12, 2015 and October 28, 2021 of **Brett Bartman**. Mr. Bartman was a player for: Spokane Chiefs (WHL) (2007-2010) He was cross-examined.

- Affidavit dated November 1, 2021 of **David Branch**. Mr. Branch was the President of the CHL from 1996-2019. He has been the Commissioner of the OHL from 1979 to date. He was cross-examined.
- Affidavit dated October 29, 2021 of **Gord Broda**. Mr. Broda was President and Governor, Prince Albert Raiders (WHL) from 2014 to date. He was cross-examined.
- Affidavit dated November 1, 2021 of **Eric Calder**. Mr. Calder was a player for: Cornwall Royals (QMJHL, OHL) (1980-83). He was cross-examined.
- Affidavit dated October 29, 2021 of **Jeff Chynoweth**. Mr. Chynoweth was the General Manager, Calgary Hitmen (WHL) from 2017 to date. He has been an employee of the WHL since 1986. He was cross-examined.
- Affidavit dated November 1, 2021 of **Eric Chouinard**. Mr. Chouinard was a player for: Québec Ramparts, (QMJHL) (1986-2000). He has been Director of Player Safety, for the QMJHL form 2019 to present. He was cross-examined.
- Affidavit dated November 1, 2021 of **Gilles Courteau**. Mr. Courteau was President (1986 to date) and Commissioner (2000 to date) of the QMJHL. He was cross-examined.
- Affidavit dated October 31, 2021 of **Ryan Daniels**. Mr. Daniels was a player for Saginaw Spirit (OHL) and Peterborough Petes (OHL), (2005- 2009). He was cross-examined.
- Affidavit dated June 6, 2022 **Dr. Paul Dennis**. Dr. Dennis is a retired sports psychology professor at the University of Toronto and York University. Among other roles, he served as an assistant coach and head coach in the OHL for four seasons from 1984 to 1989, and as a player development and mental skills coach for the Toronto Maple Leafs from 1989 to 2009. He currently serves as the head of the OHL's Performance Development Program. He was cross-examined.
- Affidavit dated November 1, 2021 of **Ben Fanelli**. He was a player for: Kitchener Rangers (OHL) (2009-2014), where he was an assistant captain and a captain. While with the Rangers and also at Wilfrid Laurier University completing his B.A., he also coached for the University of Waterloo men's hockey team. He is the founder of the EMPWR Foundation, a charity created to advance the recovery of head injuries in sport. He is currently the Development Coordinator for the Kitchener Minor Hockey Association and a mentor for the Kitchener Rangers. He was cross-examined.
- Affidavit dated May 25, 2022 of **Brett Hartman**. Mr. Hartman played in the WHL with the Spokane Chiefs (2007-2010). He attended the University of Calgary where he played on the men's hockey team for four years and graduated with a BA in kinesiology. After graduation, he played professional hockey in France for one year. He returned to work as a strength and conditioning coach at the Edge School, Southern Alberta Institute of Technology, and Peak Power Sport Development. Since 2017, he has worked as a fire fighter in Alberta. He was cross-examined.
- Affidavit dated October 29, 2021 of **Cam Hope**. Mr. Hope was General Manager (2012-2020) and President (2014-2020) Victoria Royals (WHL). He was cross-examined.

- Affidavit dated November 1, 2021 of **Dave Lorenz**. Mr. Lorenz was a player for: Peterborough Petes (OHL) (1987-1990) and Vice President (2013 to date) of Peterborough Petes, He was cross-examined.
- Affidavits dated December 30, 2020, October 29, 2021, and March 4, 2022 of **Dan MacKenzie**. Mr. MacKenzie was President of CHL from 2019 to date. He was cross-examined.
- Affidavit dated November 10, 2022 of **Tara Pirog**. Ms. Pirog is a legal assistant at Bennett Jones LLP, lawyers for the Defendants.
- Affidavit dated October 28, 2021 of **Kruise Reddick**. Mr. Reddick was a player for: Tri-City Americans (WHL). He was cross-examined.
- Affidavit dated October 29, 2021 of **Ron Robinson**. Mr. Robinson was Commissioner of WHL (2000 to date). He was cross-examined.
- Affidavit dated October 29, 2021 of **Robert Smith.** Mr. Smith was a player for: Ottawa 67s, (OHL) (1975-1978); Owner (2003 to Present). Head Coach (2010-2011) of Halifax Mooseheads (QMJHL). He was cross-examined.
- Affidavit of dated October 28, 2021 of **Chad Taylor**. Mr. Taylor was Governor (2009 to date) and President (2013 to date) of Halifax Mooseheads (QMJHL). He was cross-examined.
- Affidavit dated October 28, 2021 of **Bob Tory**. Mr. Tory was General Manager and Co-Owner, Tri-City Americans (WHL) (2000 to Present).

[55] On **January 4, 2021**, at a case management conference, I directed the Ragoonanan Motion and the Jurisdiction Motion to be heard at the same time as the Certification Motion.

[56] On **April 14, 2022**, Messrs. Carcillo, Taylor, and Quirk delivered a Fresh as Amended Statement of Claim. In that pleading they claim the following relief:

> 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 *Québec 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 *Québec 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 s. 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.

[57] The Plaintiffs propose the following common issues:

1. What is the nature of the organizations operating as and within Canadian Major Junior Hockey?
2. Did the Defendants, or any of them, owe a duty of care to the Class in the management, operation and oversight of Canadian Major Junior Hockey?
3. If the answer to 2 is yes, what is the applicable standard of care?
4. If the answer to 2 is yes, did the Defendants, or any of them, breach the standard of care?
5. Did the Defendants, or any of them, owe a fiduciary duty to the Class in the management, operation and oversight of Canadian Major Junior Hockey?
6. If the answer to 5 is yes, did the Defendants, or any of them, breach that fiduciary duty to the Class?
7. Which of the Defendants, if any of them, would be vicariously liable for any underlying non-systemic torts committed by staff, coaches and players at Canadian Major Junior Hockey activities?
8. Did the Defendants, or any of them, commit actionable faults in failing to prevent the Abuse pursuant to the *Québec Civil Code?* If so, are the Defendants liable for such faults?
9. Did the Defendants, or any of them, breach sections 1, 10, 10.1 or 39 of the *Québec Charter of Human Rights and Freedoms?*
10. If the answer to any of the common issues 1) through 9) is "yes", can the Court make an aggregate assessment of some or all of the damages suffered by some or all Class Members?
11. If the answer to any of the common issues 1 through 10 is "yes", were the Defendants guilty of conduct that justifies an award of punitive and/or exemplary damages including damages pursuant to s. 49 of the *Québec Charter of Human Rights and Freedoms*?
12. If the answer to common issue 11 is "yes", what amount of punitive and/or exemplary damages ought to be awarded?

## E. Facts: The Plaintiffs and the Class Members

### 1. The Plaintiffs and the Class Member Affiants

[58] Messrs. Carcillo, Taylor, and Quirk are former players with claims against five of the 60 teams comprising major junior hockey today. Collectively, Messrs. Carcillo, Taylor, and Quirk have claims against: the Lethbridge Hurricanes of the WHL, the Prince Albert Raiders of the WHL, the Sarnia Sting of the OHL, the Moncton Wildcats of the QMJHL, and the Halifax Mooseheads of the QMJHL.

[59] Like the players for whom they seek to be a representative plaintiff, Messrs. Carcillo, Taylor, and Quirk were once among a small group of elite young athletes that are annually selected to join the ranks of the WHL, the OHL, or the QMJHL. The new recruits typically leave their families and hometowns to join a team with the dream of improving their skills through professional coaching and highly competitive games. They have the dream of eventually playing in the NHL.

[60] The Plaintiff Daniel Carcillo was born in King City, Ontario, and is currently a resident of Florida. He played for the OHL team the Sarnia Sting, starting in the summer of 2002 when he was seventeen. He and other rookies suffered almost constant abuse for the entire 2002 and 2003 seasons. The abuse was perpetrated by older Sarnia Sting players and OHL and team staff, agents, employees, and servants. He was traded to the Mississauga IceDogs for the 2004-2005 season, where he witnessed the abuse of members of that team.

[61] The Plaintiff Garrett Taylor was born in California where he now resides. He played for the WHL team the Lethbridge Hurricanes starting in the summer of 2008 when he was seventeen. He and other rookies on the Lethbridge Hurricanes suffered abuse throughout the 2008-2009 season. The abuse was perpetrated by older Lethbridge Hurricanes players and by WHL and team staff, agents, employees, and servants. He was traded to the Prince Albert Raiders for the 2009-2010 season, where the abuse was repeated.

[62] The Plaintiff 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 other rookies suffered abuse in 1995-1996, when he was seventeen. The abuse was perpetrated by older players and by QMJHL and team staff, agents, employees, and servants. The abuse took place throughout his time in Canadian major junior hockey.

[63] For present purposes, it is not necessary to describe in detail the horrific and despicable and unquestionably criminal acts that were suffered by Messrs. Carcillo, Taylor, and Quirk and perpetrated by older hockey players and by coaches and by others associated with the CHL, WHL, OHL, or QMJHL. For present purposes, it is only necessary to thank Messrs. Carcillo, Taylor, and Quirk for their honesty, bravery, and public service in disclosing the indignities they suffered.

[64] For present purposes, it is also necessary to thank Messrs. Andrews, Bricknell, Chiarello, Clarke, Festarini, Fritsche, Hammet, Howery, Jellio, Ledlin, Munce, Pszenyczny, Doug Smith, and Strait, for their honesty, bravery, and public service in disclosing the indignities they suffered. It is deplorable that any of the deponents have been ostracized by the hockey community for coming forward to testify in this action.

[65] For present purposes, it is, however, necessary without naming names to describe the horrific and despicable and unquestionably criminal acts that players suffered and that were perpetrated by the older hockey players and by coaches and others associated with the WHL, OHL, or QMJHL and that were witnessed, encouraged, overlooked, tolerated, covered up, or cowardly and irresponsibly ignored by other hockey players and by coaches, managers, executives, and others associated with the CHL, WHL, OHL, or QMJML. I shall do this by using six accounts from the affidavits and cross-examinations of six former players without identifying the players.

[66] Hockey Player AA deposed:

> I recall the veteran players taunting me, telling me I was going to get initiated. I remember the general manager telling me not to be a "pussy" when the hazing got bad. […] I was jumped by the vets in the locker room. They threw me on a table on my back. They taped me to a hockey sticks across my legs and arms. They blindfolded me. I was helpless. I could feel them urinating on me, throwing things on me. They put a rope around my penis. They threw the rope over a bar above me, and they tied a puck bag on the other side. They threw pucks in the bag as it got heavier and heavier. It was very painful. They taped razors to hockey sticks and shaved me head to toe. Then they covered me with Vaseline and baby powder. They put atomic balm over my genitals. They put a hockey stick and put it inside of my anus. I remember my scrotum was purple. It was excruciating. […] The coach and the trainer saw this happening. […] they cut me badly on my genitals. I bled for days. […] I saw this same thing happen to about four other guys that year. It was treated like a tradition. […] I still have a tough time when I think about the abuse I suffered in the major junior hockey leagues.

[67] Hockey Player BB deposed:

> The older players made me do push ups, naked. They made me dip my penis and genitals into rub A535 while I did the push ups. They made me do it for long enough that my genitals were covered, and they were burning. [...] On another occasion, I was strapped naked to a table and whipped with my own belt while everyone watched. […] the coach came in and started whipping me too. […] I remember being in the shower, and being made to sit naked, buttocks to genitals, with the other rookies. They made us sing "row, row, row your boat". The players were urinating and throwing things on us. The coach walked in, saw it, laughed, and walked out. I also remember the "hot box" on the bus. It was hell. I also recall the bobbing for apples in the other players' urine. We all had to do it. I suffered and witnessed abuse on each of the teams I played for.

[68] Hockey Player "CC" deposed:

> I recall being put in the "sweat box" on the team bus. It was a very claustrophobic experience. I recall an older player going up to the front of the bus to get the driver to crank up the heat. Then they stripped eight of us into our boxers and sent us into the bus bathroom. They sprayed us all with Pepsi so it as all sticky in there as well. I had a full blown panic attack in there. We were left there for hours. Some of the other guys appeared to be losing it as well. It was one of the worst experiences of my life. Team staff saw the sweat box taking place. I still get claustrophobic in enclosed spaces. I can't fly long distances. I often have to get off of elevators if they are too crowded. I believe this is a direct result of the sweat box. The rookie party was a rough experience. The team veterans didn't seem to like me. They forced us to drink maybe seven or eight beers and shots of Crown Royal. I was completely wasted drunk. I felt as if I didn't have a choice but to drink. Also at the rookie party, the older players made me eat a pint glass filled with the hottest hot peppers I've ever had. My eyes were watering, I begged them to let me stop. But they did not. The pain was excruciating. The entire time they called us names and berated us. It was completely humiliating. Team staff knew about the rookie party […] These experiences were very hard on me. I still think about them now that I'm an adult. I believe that they had a lasting impact on me.

[69] Hockey Player “DD” deposed:

Toward the end of the day, we went into the locker room to take a shower. All of the veteran players started saying "rookie dicks, let's see those rookie dicks". They lined us up, told us to strip naked and made fun of our genitals. I remember being particularly embarrassed by this, because I was only fifteen. They then said "rookie bitches shower last" and required us to stand around naked. We were probably standing around naked for twenty minutes, while the older players made fun of our manhood. […] I remember on the bus being cajoled and pressured into taking chewing tobacco. In order to fit in, I agreed. I chewed it until I threw up. I also recall the "rookie dance off". Each rookie was required to do a strip tease in front of the older players until they were naked. The player who "lost" would be verbally abused. I recall everyday verbal abuse. The rookies were pussies, bitches, or faggots. It was constant. The younger players were considered a second-class citizen in the locker room.

[70] Hockey Player “EE” deposed:

Four specific incidents of abuse I suffered stand out in my mind and haunt me to this day. […] [T]wo players made a number of rookies strip naked in the training camp dorm. They made a mark on the floor with hockey tape. The rookies were forced to play tug of war with a string tied to their penises. […] The third event took place a few days after I broke up the game of penis tug of war. I believe it was retribution. The same two veterans put a hockey sock over my head from behind. They taped it around my neck. They punched me repeatedly in the ribs and thighs until I fell to the ground. They then held my arms out to the sides while others stood on my arms. They taped me to a hockey stick crucifixion-style. They dragged me across the room by the hockey stick and put me under scalding hot water in the shower room. They tied a skate lace to my penis. They dragged a coat rack into the shower and threw the skate lace over it, and tied the other side to my ankle, which was suspended in the air. I had to keep my leg up, or else it would pull on my penis. My leg became tired, and as it lowered, it pulled on my penis until it broke the skin and caused me to bleed. They left me in the shower. I remained there for over an hour until the tape was soft enough to break free.

[71] Hockey Player “FF” deposed:

I have lived with the abuse I suffered. […] Coming out with my story has been extremely difficult but am telling it because I do not want any other child to go through what I did. The following abuses were inflicted on me while in […] by other players, each numerous times: (a) a hockey stick was forcibly inserted into my anus. It was covered in "heat", or hot muscle ointment; (b) heat ointment was placed on my penis; (c) heat ointment was placed in my urethra using a pin; (d) boys were required to perform for the older players on a stage. The older players would defecate on the stage and make the rookies throw their feces at each other; (e) a […] boy from the United States had his hair spray-painted red, white and blue, was stripped naked and tied to a telephone pole […]; (f) boys were required to read from Penthouse magazine. Depending on the "game", if you got an erection, or didn’t get an erection, you would be severely hazed in one of the manners described above; (g) Rookies were held down or tied up and pubic hair, head hair and eyebrows were shaved off. […] The following year, I moved to […] I was sexually assaulted approximately forty times in the nine months I played in […] I was stripped naked and hung off of a big rack at the back of the bus where the jerseys were hung to dry. I was hung upside down, with my ankles taped to the top of the rack. The players shaved me head to toe, including my genitals. They shoved hockey sticks and other objects in my anus. They would cover the sticks with liquid heat before inserting them, which was excruciating. They also placed liquid heat on my shaved genitals, which was also extremely painful. I was left there for hours. I remember being in so much pain that I was trying to press my genitals and anus against the back window to get some relief from the condensation on the window. One time in […], I had to bathe in the older players' urine. […] Shaving genitals and applying liquid heat inside of your orifices happened all the time. It happened to all of the rookies. I saw it over and over on all of the teams I played on in the […] Another common occurrence was when the older players would tape you to hockey sticks with your arms and legs sticking out so you couldn’t move. They would tie a skate lace to your penis and throw it over a venting pipe. They would tie the other end to a bucket. Then the older players would throw pucks into the bucket one

> by one to see how many pucks you could take. This was excruciatingly painful for me. I saw one kid take 28 pucks. I remember another taking 49 pucks while the whole team watched. […] The coaches all knew this stuff was going on. A lot of it happened on the bus. […] I was traded from […] to […] The same conduct went on with respect to sticks being forcibly placed up rookies' anuses, pins with liquid heat being placed in urethras, shaving, and forced feces fights. This happened in the showers, on the bus, or elsewhere. The coaches and team staff saw and knew. […] I was traded to […] In […] the same type of hazing went on, My time in major junior hockey has left me mentally scarred. I've lived with it my whole life […], but I cannot keep it secret anymore. I live with anxiety every day. I used to have nightmares, which I rarely have any more, but my anxiety is always there.

[72] This horrific evidence and the other evidence that I read establishes that some unknown number of putative Class Members who were players in the WHL, OHL, or QMJHL were tortured, forcibly confined, shaved, stripped, drugged, intoxicated, physically and sexually assaulted; raped, gang raped, forced to physically and sexually assault other teammates; compelled to sexually assault and gang rape young women invited to team parties, forced to eat or drink urine, saliva, semen, feces, or other noxious substances; forced to perform acts of self-injury, forced to perform acts of bestiality.

[73] The evidence establishes that some unknown number of putative Class Members who were players in the WHL, OHL, or QMJHL were hazed, bullied, assaulted, threatened, stigmatized, mocked, demeaned, derided, ridiculed, slandered, and humiliated by their teammates team staff, agents, employees, and servants of the WHL, OHL, or QMJHL.

### 2. Class Size

[74] Class size is estimated to be approximately 15,000 persons.

[75] Unlike for example the situation in some systemic negligence, institutional abuse class actions, the number of victims of the defendant's misconduct is not equal to the total number of class members.

[76] There is no basis in fact for concluding that over almost 50 years of the Class Period that all 15,000 putative Class Members persons suffered the "abuse".

[77] In the Indian Residential Schools class actions, all the class members were harmed by their forced internment in the schools over the decades that the schools were operated under the auspices of the federal government. In the immediate, it cannot be said that all putative Class Members were harmed throughout the almost 50-year class period. Many were. How many is not presently known.

## F. Facts: The Defendants

[78] Messrs. Carcillo, Taylor, and Quirk's proposed class action is not against human actors. Messrs. Carcillo, Taylor, and Quirk's proposed class action is against incorporeal entities. As noted above, their action is premised on a collective liability of the incorporeal 60 teams and the incorporeal four leagues for systemic breach of fiduciary duty, systemic negligence, collective vicarious liability, and breaches of the Québec causes of action. The legal nature of these incorporeal entities is at the centre of the Plaintiffs' theory of their case against the Defendants.

[79] The factual character, the factual behaviour, and the legal character of the teams and the

leagues requires close examination because as the discussion later will reveal, their factual and legal character are critical to the determinations of: (a) whether this Court has jurisdiction *simpliciter;* (b) whether there are enough Representative Plaintiffs; and (c) whether all five of the certification criteria are satisfied.

[80] In this section of the Reasons for Decision, I describe the factual and legal character of the WHL, OHL, QMJHL, and CHL, and their 60 teams for the purposes of the Certification Motion and for the purposes of the Ragoonanan Motion and the Jurisdiction Motion. I shall begin with some general factual background and demographics of the leagues and their teams. Then, I shall discuss the factual circumstances of the WHL, OHL, QMJHL, and the CHL with particular attention to the matters of their governance, their relationship with their players, and their attention to preventing what the Plaintiffs describe as "the abuse" prevalent in their leagues.

[81] In the following description of the factual and legal character of the Defendants, I shall set out excerpts from some of the CHL, WHL, OHL, and QMJHL's governance documents, regulations, and policy documents. It is necessary to include these excerpts because they are critically pertinent to the many hotly contested issues about this court's jurisdiction, duty of care, fiduciary relationships, fiduciary duties, vicarious liability, and collective liability.

### 1. The Leagues and their Teams

[82] Messrs. Carcillo, Taylor, and Quirk sue the CHL, WHL, OHL, and QMJHL and 60 major junior hockey teams, situated in every Canadian province except Newfoundland and Labrador, and four U.S. States.

[83] The 60 teams are associated with the CHL, WHL, OHL, and QMJHL. There are 78 defendants, the demographics of the defendants are as follows:

a. One defendant is the Canadian Hockey League ("CHL").

b. One defendant is the Western Hockey League ("WHL"). It has twenty-two teams, of which five are American teams. The Canadian teams are: Brandon Wheat Kings, Calgary Hitmen, Edmonton Oil Kings, Kamloops Blazers, Kelowna Rockets, Lethbridge Hurricanes, Medicine Hat Tigers, Moose Jaw Warriors, Prince Albert Raiders, Prince George Cougars, Red Deer Rebels, Regina Pats, Saskatoon Blades, Swift Current Broncos, Vancouver Giants, Victoria Royals, and Winnipeg ICE. The American teams are: Everett Silvertips, Portland Winterhawks, Seattle Thunderbirds, Spokane Chiefs, and Tri-City Americans.

c. One defendant is the Ontario Hockey League ("OHL"). It has twenty teams, of which three are American teams. The Ontario teams are: Barrie Colts, Guelph Storm, Hamilton Bulldogs, Kingston Frontenacs, Kitchener Rangers, London Knights, Mississauga Steelheads, Niagara IceDogs, North Bay Battalion, Oshawa Generals, Ottawa 67's, and Owen Sound Attack, Peterborough Petes, Saginaw Spirit, Sarnia Sting, Soo Greyhounds, Sudbury Wolves and the Windsor Spitfires. The American Teams are: Erie Otters, Flint Firebirds, and Saginaw Spirit.

d. One defendant is the Québec Major Junior Hockey League ("QMJHL") (also known as the Ligue de Hockey Junior Majeur du Québec or "LHJMQ"). It has eighteen teams. The teams are: Acadie-Bathurst Titan, Baie-Comeau Drakkar, Blainville-Boisbriand Armada, Cape Breton Eagles, Charlottetown Islanders, Chicoutimi

Saguenéens, Drummondville Voltigeurs, Gatineau Olympiques, Halifax Mooseheads, Moncton Wildcats, Québec Remparts, Rimouski Océanic, Rouyn-Noranda Huskies, Saint John Sea Dogs, Shawinigan Cataractes, Sherbrooke Phoenix, Val-d'Or Foreurs, and Victoriaville Tigres.

e. Seventy-four defendants are the 60 current teams of the WHL, OHL, and QMJHL. (Some of the 60 teams have co-owners.)

f. Of the 60 teams, eight are situated in four USA states.

g. Collectively, Messrs. Carcillo, Taylor, and Quirk played for five teams from the WHL, OHL, and QMJHL.

[84] The WHL, the OHL, and the QMJHL operate autonomously one from another pursuant to their own constitutions, regulations, rules, policies, and procedures.

[85] The 60 teams of the three leagues are independent and legally autonomous one from another. Each defendant league or team is a separate entity. Some teams are incorporated as business corporations. Some teams are limited partnerships. Some teams are incorporated as not-for-profit corporations. Some teams are owned by individuals, *i.e.,* sole proprietorships. Some teams are owned by corporations. Some teams are owned by the municipality in which they are situated.

[86] Junior hockey is amateur hockey played by athletes under twenty years of age. Major junior hockey players, who are between sixteen and twenty years old, compete at the highest level of junior hockey. The WHL, the OHL, and the QMJHL are the highest level junior hockey leagues. Each league has separate exhibition, regular season (approximately 70 games), and playoff schedules to determine league champions. The league champions compete for the Memorial Cup, a round-robin tournament to determine the national major junior champion.

[87] Why a "Memorial Cup"? In 1919, the Memorial Cup was donated by the OHL at the initiative of its immediate past president Captain J.T. Sutherland, a WWI veteran. Captain Sutherland suggested that there be a trophy to memorialize the young Canadian hockey players who died in battle during WWI. The Memorial Cup came to be awarded to the best junior hockey team in Canada. The Memorial Cup was rededicated in 2010 to honour all soldiers who died fighting for Canada in any conflict.

[88] Between 1919 and 1971, teams from Eastern Canada and Western Canada competed for the Memorial Cup. Beginning 1972, the competition was between teams from the WHL, the OHL, and the QMJHL. During the history of Memorial Cup to date, OHL teams have been champion 44 times. Teams from Western Canada (including two teams from what is now Thunder Bay Ontario, near the Manitoba border) have been champion 39 times. Teams from Québec (which at one time for QMJHL purposes included Cornwall, Ontario) have been champion 18 times.

[89] Each team is separately owned. Teams change localities from time to time. Team names are changed from time to time. Team ownership changes from time to time. Whether the new owner assumes the liability of the predecessor would depend upon the nature of the transfer of ownership. The constituting documents of the WHL, OHL, and QMJML do not address the matter of assumption of liabilities. Under the constating documents of the WHL, OHL, and QMJHL each team can voluntarily terminate its relationship with the league.

[90] Each team of the WHL, OHL, and QMJML is responsible for its own operations. including

maintaining facilities, hiring coaching and administrative staff, recruiting, billeting the players, monitoring players academic progress, developing athletes, trading players, paying team expenses, setting practice and training schedules, organizing team activities, creating and enforcing rules and guidelines, and implementing league-level policies, programs, and procedures.

[91] Each league has its own Standard Player Agreement between a team and a player, but the league and the CHL are not parties to the agreement. Each league has facility standards, education standards, scholarship programs, and arrangements with post-secondary institutions. Each league has rules about trading players. Each league has its own policies and procedures with respect to the on-ice and off-ice supervision and protection of players.

[92] One league has no governance control over another league. The leagues liaise with each other through the Executive Council of the CHL through which they collaborate on issues that affect all of the leagues, such as the draft for international players.

### 2. The WHL

[93] The WHL was founded in 1966 with seven teams. Before its creation, the four western provinces had their own major junior hockey league. At the present time, the WHL has 22 teams, five in British Columbia, five in Alberta, five in Saskatchewan, two in Manitoba, four in Washington State, and one in the State of Oregon. Four of the WHL's Teams are community owned: the Swift Current Broncos, Prince Albert Raiders, Moose Jaw Warriors, and Lethbridge Hurricanes. These teams are not-for-profits operated by volunteer boards of directors.

[94] The WHL is a not-for-profit corporation incorporated under the *Canada Not-for-Profit Corporations Act*[7] and headquartered in Calgary, Alberta. It operates under its by-laws and constitution dated February 4, 2013 and its undated regulations.

[95] The WHL is headed by a Commissioner who reports to a Board of Governors comprised of two Governors appointed by each WHL Team.

[96] The WHL's By-Laws and Constitution require each team to operate within a defined hundred kilometer radius from the corporate limits of the team's designated municipality. Each ownership or senior management group must establish a residence and maintain a regular presence in the defined territory. During the annual WHL draft, WHL teams can only select players from the western provinces and certain U.S. states; players from Ontario may not be selected.

[97] Each team of the WHL develops its own policies, programs, and rules and each is responsible for managing and coaching its own players, including applying their respective disciplinary processes in the event of player misconduct. In addition, the Teams are responsible for implementation of league policies. The WHL Commissioner can suspend, expel, fine or otherwise punish any team that, in the Commissioner's opinion is guilty of conduct prejudicial to the WHL, or to the welfare of hockey, regardless of whether or not such conduct occurred in the course of WHL activity.

[98] For present purposes, the following provisions from the regulations of the WHL, which the member teams are obliged to honour, are pertinent.

[7] S.C. 2009, c. 23.

# WHL REGULATIONS AND POLICIES

## *1.0 PERSONAL CONDUCT POLICY*

All persons associated with the Western Hockey League (WHL) are required to avoid conduct at any time – during hockey season or otherwise – that is detrimental to the integrity of the WHL. This requirement applies to all players, coaches, management and other team employees, owners, game officials and all others privileged to play, try out for, coach, work, provide services to or be associated with the WHL and its member Clubs. A policy and rules promoting lawful, ethical and responsible conduct serve the interests of the WHL, its players and fans. Illegal, unethical, or irresponsible conduct does more than simply tarnish the offender, his or her family and team; it may also damage the reputation of others involved in the game, and it undermines public respect and support for the WHL.

### *1.1 Standard of Conduct*

While criminal activity is outside the scope of permissible conduct in our society and all persons who engage in criminal activity may be subject to criminal proceedings, the standard of conduct for persons associated with the WHL is considerably higher than simply complying with criminal law. Everyone associated with the WHL or its member clubs is expected to conduct himself or herself lawfully, ethically and responsibly, in a manner that promotes the values upon which the WHL was founded and based. Individuals who fail to live up to this standard of conduct are considered to be in violation of the WHL Personal Conduct Policy and guilty of conduct detrimental to the integrity of WHL. They are subject to discipline, regardless of whether or not the conduct results in a criminal or quasi-criminal conviction. Discipline may be imposed by the WHL in any of the following circumstances:

• Criminal offences including, but not limited to, those involving the use or threat of violence; other forms of harassment or abuse; theft and other property crimes; sex offences; obstruction or resisting arrest; and disorderly conduct;

• Offences relating to steroids and prohibited substances or substance abuse; offences involving alcohol or drugs including, but not limited to, driving while impaired or under the influence or dangerous driving;

• Violent or threatening behavior, whether within or outside any team setting or any workplace, or conduct that poses danger to the safety or well-being of another person; or

• Other conduct that undermines or puts at risk the integrity and reputation of the WHL, WHL Clubs, or WHL players, coaches, employees, owners or game officials.

### 1.2 Evaluation, Counseling and Treatment

Apart from any disciplinary action, persons arrested, charged or in any other manner appearing to have engaged in conduct prohibited under this policy may be required to undergo a formal medical or other clinical evaluation at the cost of the individual and/or his or her family. Based on the results of the evaluation, the person may be required or encouraged to participate in an education program, counseling or other treatment deemed appropriate by a health professional, at the cost of the individual and/or his or her family. The evaluation and any resulting counseling or treatment are designed to provide assistance and are not to be considered discipline. However, failure to comply with this portion of the policy shall in itself constitute a separate and independent breach of this policy and basis for discipline.

### 1.3 Discipline

Upon learning of conduct that may be considered detrimental to the integrity of the WHL and that may give rise to discipline, the WHL may initiate a review, which may include interviews and

> information gathering from medical, law enforcement and other professionals. The WHL will advise the individual, and if that person is a minor, the individual's parent(s) or guardian, of the review and its outcome. A person whose conduct is being reviewed will have the opportunity, represented if they wish by counsel, parent, guardian or other representative, to address the conduct being reviewed. Upon conclusion of the review, the Commissioner of the WHL will have full authority to impose discipline as warranted.
>
> 2.0 ABUSE, BULLYING, HARRASSMENT AND HAZING POLICY
>
> It is the policy of the Western Hockey League (WHL), as a member of Hockey Canada, that there shall be no abuse or neglect, whether physical, emotional or sexual, of any participant or anyone directly or indirectly associated with the operation of a Member Club or the League.
>
> The WHL expects all of its Member Clubs and the League as a whole to take all reasonable steps to safeguard the welfare of our participants and anyone associated with a member Club or the League and protect them from any form of maltreatment.
>
> For the purpose of this policy and for further clarity, abuse shall be defined as any form of physical, emotional, and / or sexual mistreatment or lack of care which causes physical injury or emotional damage to a player or any other individual associated with a Member Club or the League.
>
> Hazing is a practice which is not tolerated by the WHL. Any player, coach or team official of a WHL Club who has been party to or has knowledge of any degrading hazing or initiation rite (without reporting at the first reasonable opportunity to the WHL Commissioner), shall be subject to an automatic suspension.
>
> 3.0 RACIAL / DEROGATORY COMMENTS
>
> The WHL will not tolerate any racial comments and / or derogatory remarks by any player or Club official. Any racial or derogatory comment made by a player or Club official on or off the ice, will be subject to disciplinary action, provided that it was heard by one of the on or off-ice officials and the appropriate penalty was assessed, or the incident was reported.
>
> […]

## 3. The OHL

[99] The OHL was founded in 1980 when its predecessor, the Ontario Major Junior Hockey League ("OMJHL"), split from the Ontario Hockey Association, which administers junior hockey in Ontario. The OHL consists of 20 teams, 17 in Ontario, two in Michigan, and one in Pennsylvania. Each team of the OHL develops its own policies, programs, and rules and each is responsible for managing and coaching its own players, including applying their respective disciplinary processes in the event of player misconduct.

[100] The OHL is a not-for-profit corporation incorporated under Ontario's *Not-for-Profit Corporations Act*.[8] The OHL operates under its undated articles and manuals. The OHL is headed by a Commissioner, who reports to a Board of Governors, which is comprised of one Governor and one alternate Governor appointed by each team. The OHL Commissioner can sanction any team that fails to act in the best interest of the OHL or to observe all decisions of the Commissioner.

[101] For present purposes, the following provisions from the regulations of the OHL are pertinent.

[8] 2010, c. 15, s. 2.

HEALTH AND WELFARE POLICIES AND PROCEDURES

1. HAZING POLICY

Team bonding is an important element in developing a positive feeling among the members of any team sport. However, there is a distinct difference between team bonding and hazing. Hazing is a practice which is not tolerated by the Ontario Hockey League and its Member Teams. "Hazing" includes any conduct, activity, event, initiation ritual or occurrence, whether planned or spontaneous, in which one or more members of a team are subjected to (a) discriminatory conduct based on race, colour, creed, nationality, religion or sexual orientation, (b) physical or sexual harassment, (c) emotional, mental, physical or sexual abuse, or (d) conduct, comment or gesture reasonably considered to be insulting, intimidating, humiliating, degrading or offensive. For greater certainty, any initiation ritual which involves consumption of alcohol or is of a sexual nature will be deemed to be hazing. In the case of any issue as to whether conduct amounts to hazing, the decision of the League Commissioner will be determinative.

It is the position of the Ontario Hockey League and its Member Teams that each player joining the League is welcomed in a professional and dignified manner. All players shall share equally in chores and other responsibilities within the team environment. Any player, team official or executive member of a team who has (a) been party to, or (b) has knowledge of (without reporting at the first reasonable opportunity to the office of the League Commissioner), any hazing shall be subject to an automatic suspension and / or fine, the length or amount of which will be determined upon investigation of the incident.

[…]

3. HARASSMENT & ABUSE / DIVERSITY POLICY

*Preamble*

The following provides a general understanding of the principals relating to diversity awareness and appreciation, as well as an understanding of the consequences that will result from a failure to properly respect your fellow players and personnel within the League.

[…]

*Policy Statement*

All players have the right to participate in the Ontario Hockey League in a safe and healthy environment which promotes equal opportunities and prohibits discriminatory practices. All forms of harassment and abuse including but not limited to taunts and slurs and comments based on race, age, national or ethnic origin, colour, religion, creed, gender, sexual orientation, marital status or disability will not be tolerated and are completely unacceptable under any circumstances.

All on-ice officials have been instructed to assess a Gross Misconduct penalty for any violation of the League policy in this area which shall result in a minimum 5 game suspension to the offending player and an automatic review by the League Commissioner. In addition, the team of the offending player shall be fined not less than five hundred ($500.00) dollars in such instances.

*4. PORNOGRAPHY POLICY*

No coach, team official, or player will use pornography as part of a team activity.

[…]

PERFORMANCE DEVELOPMENT PROGRAM HEADED BY DR. PAUL DENNIS

The Ontario Hockey League and its Member Teams are committed to ensuring that a player's development occurs as a result of professional support. Today's players are different and it's a changing landscape. Coaches even with the best of intentions, might be feeling tremendous pressure and behave in ways that do not support their players well-being. A coach's conduct has a significant impact on the development of the attitudes and behaviours of his/her players.

In all forms of human endeavour, including sport, efforts are being made to eliminate psychologically destructive behaviour. The Ontario Hockey League's Professional Development Program is to assist coaches in having a better understanding of today's players so that they will be able to create a coaching environment where unwavering TRUST between the players and coaches become the norm. Such program also provides the opportunity for the League to address/investigate through professional intervention by Dr. Paul Dennis any alleged behaviours which may be deemed detrimental to the welfare of the players.

11. ALCOHOL POLICY

There is to be no alcohol consumed by any player at any OHL Member Team or League function.

12. PLAYER LIAISON OFFICERS

Each OHL Member Team shall annually identify an individual assigned to be the Player Liaison /Advisor for all players who has no direct vested interest in the team and who reports to the League.

The role and responsibility of such individual is defined as the following:

• Additional resource for team in educating players with respect to harassment, lifestyle issues.

• Resource for players as to their rights and options under the CHL Players First Policy, suggest access to external avenues of recourse and to be available for counselling and support services.

• If required, the Liaison Officer / Advisor is authorized to proceed with a formal complaint to the OHL if the player should come forward with sufficient evidence to form a complaint, but does not wish to make a complaint personally.

Note: If a complaint is submitted to the League, at their discretion, the League will appoint an investigator independent of the OHL selected on the basis of knowledge in the area of harassment and expertise in conducting investigations.

Note: The League may initiate a review as per the Performance Development Program through professional intervention by Dr. Paul Dennis on any alleged behaviors which may be deemed detrimental to the welfare of the players.

[102] OHL players were required to acknowledge in writing the OHL's harassment policy by signing the following document:

HAZING POLICY

Team bonding is an important element in developing a positive feeling among the members of any team sport. However, there is a distinct difference between team bonding and hazing. Hazing is a practice which is not tolerated by the Ontario Hockey League and its Member Teams. "Hazing" includes any conduct, activity, event, initiation ritual or occurrence, whether planned or spontaneous, in which one or more members of a team are subjected to (a) discriminatory conduct based on race, colour, creed, nationality, religion or sexual orientation, (b) physical or sexual harassment, (c) emotional, mental, physical or sexual abuse, or (d) conduct, comment or gesture reasonably considered to be insulting, intimidating, humiliating, degrading or offensive. For greater certainty, any initiation ritual which involves consumption of alcohol or is of a sexual nature will

be deemed to be hazing. In the case of any issue as to whether conduct amounts to hazing, the decision of the League Commissioner will be determinative.

It is the position of the Ontario Hockey League and its Member Teams that each player joining the League is welcomed in a professional and dignified manner. OHL Member Teams shall not have a Right of Passage. All players shall share equally in chores and other responsibilities within the team environment. Any player, team official or executive member of a team who has (a) been party to, or (b) has knowledge of (without reporting at the first reasonable opportunity to the office of the League Commissioner), any hazing shall be subject to an automatic suspension and / or fine, the length or amount of which will be determined upon investigation of the incident by the League Commissioner.

PLAYER ACKNOWLEDGEMENT OF LEAGUE PLAYER HAZING POLICY

We, the members of the Hockey Club have been fully informed of the OHL Hazing Policy and understand and will abide by the League Hazing / Initiation Policies. Dated:

PLAYER'S NAME […] SIGNATURE

## 4. The QMJHL

[103] The QMJHL was founded in 1969. In 1994, the QMJHL expanded outside of Québec to Atlantic Canada. The QMJHL consists of 18 teams, 12 teams in Québec, three teams in New Brunswick, two teams in Nova Scotia, and a team in Prince Edward Island. Of the teams that originally constituted the QMJHL, only one remains in the same city (Shawinigan), although that team's name has changed. During the annual QMJHL draft, teams may not select players from Ontario.

[104] Each team of the QMJHL develops its own policies, programs, and rules and each is responsible for managing and coaching its own players, including applying their respective disciplinary processes in the event of player misconduct.

[105] The QMJHL was incorporated under Part III of Québec's *Companies Act* (*Legal Persons or Associations having No Share Capital, Constituted or Continued by Letters Patent*). It operates under a constitution dated July 1, 2013 and regulations dated July 1, 2013.

[106] The QMJHL is headed by a Commissioner who reports to a board of governors, comprised of a Governor appointed by each team. The QMJHL Commissioner can impose any penalty "deemed appropriate" for not complying with, among other things, QMJHL by-laws, and can fine Teams that refuse to follow Commissioner decisions.

[107] The QMJHL has a Code of Ethics. The players sign a commitment to respect the code of ethics, the QMJHL policies and the team's rules. For present purposes, the following provisions of the Code are pertinent:

CODE OF ETHICS FOR THE PLAYERS OF THE QUÉBEC MAJOR JUNIOR HOCKEY LEAGUE

(1) OBJECTIVES OF THE CODE OF ETHICS:

*(1.1) Statement of Principle*

The whole purpose of the League and its teams is to participate in the development of young players aged from sixteen to twenty, and to make them progress towards the highest levels of professional hockey.

The formal commitment of the League and its teams, towards players in this age category, towards their parents and the public in general, extends beyond the statement of principle described in the previous paragraph: The League and its teams must ensure that the player benefits from an optimum development and that his integrity related to ability and physical and mental condition is protected, and that the player receives continued top-quality academic education that will allow him to go on studying normally after his hockey years in the QMJHL.

*(1.2) Mission*

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

*(1.3) Values*

• Self-respect, respect for others and for the regulations
• Integrity
• Safety
• Education
• Sportsmanship
• Self-improvement

[…]

PRINCIPLES, VALUES AND OPERATION:

*(4.1) Principles and Core Values:*

The QMJHL code of ethics is based on four (4) guiding principles and prioritizes six (6) core values:

(4.1.1) All players are required to adhere to the rules of the QMJHL.

(4.1.2) This code of ethics serves as a guide for players in their own conduct as to their behaviour and those to avoid, to respect the six (6) core values promoted by the League: Respect, integrity, safety education, sportsmanship and self-improvement.

(4.1.3) Players must integrate and demonstrate, in their attitudes and behaviours, the values targeted by the QMJHL and ensure that the spirit and specific requirements of this code of ethics are respected at all times.

(4.1.4) The League's mission, values, policies and regulations, the code of ethics and the safety and well-being of the players must always prevail, and they must never be sacrificed for the benefit of personal glory or victory at any cost.

*(4.2) Operation:*

(4.2.1) The managers of each team: They have the responsibility to lead by example, to respect the code of ethics and all related policies, to inform team staff and players about them, to remind them that they must abide by the ethical rules indicated and, if necessary, to direct their conduct according to this code and the related policies. Team managers are also responsible for responding promptly when a problem arises and immediately informing the Director of Player Services and the QMJHL Commissioner. This is to ensure that the situation does not escalate and that appropriate action is taken within a reasonable time.

(4.2.2) League managers: They have the responsibility to respect the code of ethics and all related policies, to ensure that these rules are respected and to take appropriate measures in the event of violations.

The team and League managers are committed to providing all necessary support to the players and staff involved in handling the situation. Teams and the League are also committed to keeping parents and agents informed if need be.

If a team decides to release a player as a result of a problematic behaviour, they must promptly notify the League so that an assessment of the situation is conducted and that a follow-up is made with the player. To that end, the role of the team and League managers is to assess each breach of the code of ethics and issue a warning, impose a sanction or a disciplinary measure depending on the seriousness of the situation and the consequences incurred.

*(5) DUTIES AND OBLIGATIONS OF PLAYERS:*

To get the most out of hockey in the QMJHL, players must adopt attitudes and behaviours that derive from the values advocated in the League. Players who play in the QMJHL must comply with the following rules:

| VALUES | RULES |
|---|---|
| Respect | (5.1) Demonstrate great respect towards: the League and team's management and staff, teammates, officials, opponents, your billet family, training facilities, people of the opposite sex as well as fans.<br>[…]<br>(5.3) Respect the QMJHL and the team's regulations and policies.<br>(5.4) Avoid all forms of discrimination. |
| Integrity | (5.5) Demonstrate exemplary behaviour on and off the ice to be a good ambassador for your team and the League.<br>[…]<br>(5.7) Not have a negative influence on your teammates.<br>[…]<br>(5.9) Never threaten anyone or share pornographic photos or videos. |
| […] | […] |

[108] The QMJHL has a policy for the prevention and the treatment of harassment and violence. Team staff and officials and the players are required to sign a declaration of having read and understood the QMJHL's Policy for the Prevention and Treatment of Harassment and Violence in the Workplace and to undertake to respect the policy. For present purposes, the pertinent provisions of the policy are set out below.

**QUÉBEC MAJOR JUNIOR HOCKEY LEAGUE - Policy for the Prevention and the Treatment of Harassment and Violence**

1. PREAMBLE

The present policy for the prevention and treatment of harassment and violence (hereinafter referred to as the "Policy") applies to employees of the Québec Major Junior Hockey League (hereinafter referred to as the "QMJHL"), but also to players, officials[1] and all other "people associated with the QMJHL."[2] It is essential for the QMJHL that each of its teams adhere to the values and principles contained in this Policy to ensure an environment free of harassment, discrimination and violence for its own employees, players, officials, and other people associated with the QMJHL. To this end, the QMJHL requires each of its teams to adopt a Policy for the Prevention and Treatment of Harassment and Violence in the QMJHL context. […] Although each team is responsible for adopting and applying its own policy for the prevention and treatment of harassment and violence, the Policy provides a procedure to support teams that wish to do so, in the treatment of reports and complaints they receive. Furthermore, considering the role that the QMJHL plays with respect to players and officials, it is the Commissioner office responsibility to deal with any complaint or report involving a QMJHL player or official, both as a plaintiff and a respondent. To this effect, it is imperative that the Commissioner office be informed, without delay, by the league's teams, of

any complaint or report involving a QMJHL player or official, whether as a victim or as a respondent. The Commissioner's office shall also be informed of any complaint or report involving a team employee whose situation could have a negative impact on the players even if they are not directly concerned. The information in question must therefore be communicated, without delay, to one of the Individuals in charge of this Policy, as defined in section “3. Definitions” and identified in Appendix A of this document.

[1] Notwithstanding the above, all situations of harassment or violence involving a QMJHL player and occurring during a QMJHL game remain subject to QMJHL disciplinary rules and are dealt with at a first level by QMJHL officials and at a second level by the Director of Player Safety.

## 2. OBJECTIVES

The Policy has been adopted to provide QMJHL and teams employees, players, officials, and other people associated with the QMJHL with an environment free of harassment, discrimination, and violence. The purpose of the Policy is to confirm the QMJHL’s commitment to prevent and put an end to any situation of psychological, sexual and/or discriminatory harassment, and any form of violence, within its organization. It also aims to establish the principles of intervention that will be applied when a complaint of harassment and/or violence is filed or when a situation of harassment and/or violence is reported to the Commissioner office.[3]

## 3. DEFINITIONS

*Individuals in charge*: The people designated by the QMJHL to see to the promotion and application of the Policy. These people are identified in Appendix A. Details on the role of these people are also included in Appendix A.

*People associated with the QMJHL*: Players, officials, representatives, suppliers, subcontractors, interns, volunteers, billet families, visitors, or spectators of the QMJHL.

*Psychological harassment*: vexatious conduct manifesting itself through repeated, hostile or unwanted behavior, words or actions, which violates the dignity or psychological or physical integrity of a person and which results in a harmful work, sports, study or service environment. A single serious conduct may also constitute harassment if it causes such harm and has a continuing harmful effect on the person.

For the purposes of the Policy, this definition includes, but is not limited to, sexual and discriminatory harassment, threats, bullying and cyberstalking.

*Sexual Harassment*: It refers to a course of conduct by an individual, based on sex, sexual orientation, sexual or gender identity, the expression of sexual or gender identity, that is characterized by vexatious remarks or gestures against an individual in the course of employment when the individual knows, or ought reasonably to know, that such remarks or gestures are unwelcome. Specifically, sexual harassment is any conduct that manifests itself in words, gestures, or behaviours with sexual connotations, that are unwelcome/unsolicited, and that by their nature violate the dignity of the individual or the individual’s physical or psychological integrity or that may lead to unfavourable working conditions for that individual.

*Sexual violence*: Any form of misconduct or violence committed without consent through sexual practices or by targeting sexuality, including sexual assault and sexual harassment. Sexual violence includes any misconduct that includes non-consensual sexual gestures, words, behaviours, or attitudes, with or without physical contact.

*Discriminatory harassment*: Harassment based on any of the grounds listed in section 10 of the *Charter of Human Rights and Freedoms*, i.e., race, colour, sex, gender identity or expression, pregnancy, sexual orientation, marital status, age except, to the extent provided by law, religion, political convictions, language, ethnic or national origin, social condition, handicap, or the use of

any means to palliate such handicap. It may also include harassment based on a player's status on his team or in the QMJHL.

*Bullying*: Repeated aggressive behaviour with the intent to hurt another person, physically, mentally, or emotionally, and/or to gain power over that person. Bullying can be individual or collective.

[…]

5. POLICY STATEMENT

The QMJHL does not tolerate any form of harassment or violence within its organization, whether it be

• From managers towards employees or people associated with the QMJHL
• Among colleagues
• From employees towards their superiors or towards people associated with the QMJHL
• From any individual associated with the QMJHL towards a QMJHL employee or another individual associated with the QMJHL

Any behaviour related to harassment or violence may result in administrative and/or disciplinary measures up to and including termination of employment in the case of a QMJHL employee or a ban from participating in QMJHL activities in the case of an individual associated with the QMJHL.

6. SCOPE

This Policy applies to all QMJHL personnel and people associated with the QMJHL, and at all levels of management, including in the following locations and contexts.

• Workplaces
• Common areas
• Any other place where people perform their work or must be in the course of their employment or duties for the QMJHL (e.g., in the environments of QMJHL teams, schools, boarding families, during meetings, internal or external training or conferences, travel or social activities organized by the QMJHL or by one of its teams, etc.)
• Communications, by any means, technological or otherwise, including social media, when such communications are directly or indirectly related to work.

7. EXPECTATIONS FROM STAFF

All staff and people associated with the QMJHL have a responsibility to behave in a manner that promotes a harassment-free and violence-free workplace. All staff and people associated with the QMJHL must report to the individuals in charge any incident of harassment or violence in the QMJHL as soon as circumstances allow. It is also the responsibility of all staff and people associated with the QMJHL to cooperate with the mechanisms implemented by the QMJHL to prevent and stop harassment and violence.

[…]

## 5. The CHL

[109] In 1975, the WHL, the OMJHL (now the OHL), and the QMJHL established the CHL. The CHL is a not-for-profit corporation incorporated under the *Canada Not-for-Profit Corporations Act* and headquartered in Metropolitan Toronto.

[110] With a staff of 16 full-time and four part-time employees, the CHL provides business services to the QMJHL, WHL, and OHL directly and as its agent for agreements with third parties.

The CHL is headed by a President who reports to an Executive Council that reports to a Board of Directors. The CHL's Executive Council consists of the Commissioners of the three leagues. The Board of Directors consists of the Executive Council and two nominees from each league.

[111] It is to be noted that unlike the governance structure of the WHL, OHL, and QMJHL respectively, the CHL Board of Directors is not composed of representatives from every team.

[112] The CHL operated without a formal constitution until October 5, 2017, when the CHL Constitution was passed. The CHL Constitution sets out: (a) the CHL's governance structure, roles, and responsibilities; and (b) the roles and responsibilities of the WHL, the OMJHL, and the QMJHL and their respective member clubs.

[113] Under the CHL Constitution, the CHL's operations include: (a) arranging national broadcast relationships, streaming services, sponsorship sales and services, and marketing and media relations on behalf of the leagues; (b) liaising with third party partners or other organizations such as Hockey Canada, USA Hockey, and the NHL; and (c) co-organizing events involving major junior hockey players.

[114] The CHL collects advertisement or subscription sales and sponsorship revenue and distributes this revenue to the WHL, OML, and QMJHL, which in turn distribute the revenue to their respective teams. These activities of the CHL are significant. It has national broadcast relationships with conventional television networks, cable networks, and streaming services including CBC, CBC Gem, TSN, RDS ("Réseau des sport"), and CHL-TV.

[115] The CHL has no role in hockey operations for the teams or leagues.

[116] The CHL organizes three hockey events: (a) the CHL/NHL Top Prospects Game in which 40 top NHL Entry Draft eligible major junior hockey prospects compete in an "all-star" game; (b) the now discontinued (because of the war between Russia and Ukraine) Annual International Hockey Series, a competition between a Canadian team and a team of Russian junior players; and (c) the Memorial Cup.

[117] The CHL is a partner to Hockey Canada, the organization that oversees the management of hockey programs in Canada, from entry-level to professional leagues, for male and female athletes of all ages. The teams and their players, the leagues, and the CHL are "registered participants" in the Hockey Canada Registry under Hockey Canada's by-laws. The eight teams located in the U.S. and the players on those teams are registered members of USA Hockey.

[118] For present purposes, the following provisions of the CHL's Constitution are pertinent:

CONSTITUTION OF THE CANADIAN HOCKEY LEAGUE

> THIS CONSTITUTION, a unanimous member agreement, is made… between all voting members of the Canadian Hockey League (the "CHL") being each original member club listed on Exhibit A (each, an "Original Member Club), each other individual, corporation, partnership, trust, unincorporated organization or other entity which after the date hereof becomes a member of the CHL pursuant to the terms hereof and executes and delivers a counterpart hereto (the "Future Member Clubs" and, together with the Original Member Clubs, collectively, the "Member Clubs"), and the non-voting members of the CHL, being the Ontario Major Junior Hockey League, doing business as the Ontario Hockey League, the Québec Major Junior Hockey League Inc. and the Western Hockey League (collectively, the "Regional Leagues", and together with the Member Clubs, the "members") and the CHL.
>
> WHEREAS the CHL is governed by the Act;

AND WHEREAS the members, acting under authority contained in the Act, have agreed to enter into this Constitution so as to restrict, in part, the powers of the Directors to manage, or supervise the management of, the activities, business and affairs of the CHL and to provide that, to the extent that this Constitution restricts the powers of the Directors to manage, or supervise the management of, the activities, business and affairs of the CHL, the members shall assume such powers and thereby relieve such Directors of such rights, powers, duties and liabilities to the fullest extent permitted by the Act;

[…]

ARTICLE 1

***Definitions***

1.1 For purposes of this Constitution:

"*Act*" means the Canada Not-for-profit Corporations Act.

[…]

"*CHL*" means the Canadian Hockey League / Ligue canadienne de hockey.

"*CHL By-laws*" means the by-laws of the CHL pursuant to the Act.

"*CHL Hockey*" has the meaning set out in Section 3.2 (1).

[…]

"*CHL Mission*" has the meaning set out in Section 3.1.

"*CHL Promotions*" has the meaning set out in Section 19.1.

"*CHL Regulations*" means regulations of the CHL which shall be approved from time to time by Majority Vote and which shall set out regulations in respect of the matters referred to in Section 24.3.

[…]

"Players" has the meaning set out in Section 3.2 (3).

[…]

ARTICLE 3

***Mission***

3.1 The mission of the CHL is to provide the best amateur junior age hockey Players with highest-quality skills development and training, participation in hockey competition on a regional and national basis, academic and player support services, funding for higher education, and access to professional hockey opportunities (the "CHL Mission").

3.2 To further the CHL Mission, the CHL is organized to:

(1) Promote and foster the success of high-quality amateur hockey competition among the Member Clubs, including with respect to Member Clubs located in remote or small communities ("CHL Hockey"); and

(2) Promote and foster the success and development of the Regional Leagues, of which the Member Clubs are also members;

(3) Ensure that the hockey players of Member Clubs (collectively, the "Players") are provided with a safe and high-quality environment that ensures that they develop as exceptional students and athletes; and

(4) Ensure that prospective Players have unsurpassed access to professional hockey opportunities through fair and respectful draft processes.

3.3 All actions of the CHL shall be in furtherance of the CHL Mission.

3.4 Consistent with the CHL Mission, the following are and shall continue to be set out as the purposes of the CHL in its Articles of Incorporation pursuant to the Act:

(1) To support and encourage the growth of the sport of hockey in Canada;

(2) To organize and operate a series of hockey related activities including tournaments and special events;

(3) To present the game of hockey in a manner that the public may be assured of high standards of skill and fair play, integrity and good sportsmanship; and

(4) To undertake and carry on such other activities as may be incidental or complimentary to, or which may conveniently be carried on in conjunction with, or may be desirable to achieve any pf the foregoing objects.

3.5 Notwithstanding anything else to the contrary herein, the CHL has been established exclusively for non-for-profit purposes, and will at all times be operated exclusively for not-for-profit purposes.

[…]

ARTICLE 4

***Membership***

[…]

4.6 Upon the recommendation of the Board of Directors and a Supermajority Vote, a Member Club may be expelled from the CHL. The Board of Directors may recommend expulsion when, in its judgment, a Member Club has failed to abide by this Constitution or the CHL Regulations, or has engaged in conduct significantly detrimental to CHL Hockey or the CHL Mission.

[…]

4.9 Each Member Club shall be a voting member of the CHL and shall be entitled to one vote in respect of any Majority Vote or Supermajority Vote. Each Regional League shall be a nonvoting member of the CHL and shall not be entitled to vote in respect of any matter, including any Majority Vote or Supermajority Vote, except as required by applicable law.

[…]

ARTICLE 5

***CHL Members***

5.1 Each member shall be responsible to:

(1) Abide by this Constitution and the CHL Regulations;

(2) Foster the promotion of the CHL Mission through its operation of an amateur hockey team under the auspices of the CHL and a Regional League;

(3) Protect the integrity of CHL Hockey and the quality of the support to Players by ensuring that:

(a) Players receive instruction and skills development of the highest quality; quality secondary level education and academic support; a nurturing club; and a billet program which provides a family atmosphere;

(b) Players have a safe environment, both on and off the ice;

(c) Players have unsurpassed access to professional hockey opportunities and to higher education opportunities, including through the development of scholarships to fund Players' higher education costs;

(d) Players are provided with every opportunity to develop as exceptional students and athletes; and

[…]

[…]

5.4 Each member shall at all times do and cause to be done all acts and things (and, in the case of a Member Club, vote its membership interests) and otherwise exercise its rights, as a member, or otherwise, to the extent permitted by law, to cause such meetings to be held, resolutions to be passed, by-laws to be enacted and documents to be executed so that at all times the provisions, conditions, restrictions and prohibitions contained in this Constitution (including the requirements of Article 5) relating to: (a) its membership in the CHL and, in the case of a Member Club, in the applicable Regional League; and (b) the business and affairs of the CHL and, in the case of a Member Club, of the applicable Regional League, shall be performed and complied with.

ARTICLE SIX

*Regional Leagues*

6.1 The Regional Leagues shall be integral part of the governance and operation of the CHL, each being organized to produce amateur hockey competition consistent with the CHL Mission.

6.2 Each Regional League shall be responsible for organizing and operating CHL Hockey games, other than the games described in Article 12 and Article 13 and such other games as the Board of Directors may approve, including establishing the playing rules, approving venues, providing officiating, and regulating game operations and conduct. Each Regional League shall conduct hockey operations and other business affairs in a manner designed and intended to further the CHL Mission.

6.3 Without limiting the generality of Section 7.10, the Board of Directors may direct, and if necessary overrule, a decision of a Regional League in any matter relating to the organization or operation of CHL Hockey games that is contrary to the CHL Mission or to maintaining the high quality or reputation of CHL Hockey.

6.4 The governing documents of each Regional League shall provide for the full participation of that Regional League and its Member Clubs in the CHL, and the Regional League shall amend its governing documents as needed from time to time to confirm that its Member Clubs are bound to

perform the obligations, and have the rights, set forth in this Constitution and the CHL Regulations.

[…]

ARTICLE 14

*CHL Hockey Players*

14.1 The Board of Directors shall ensure that the Member Clubs, directly and through their respective Regional League, are fulfilling the Member Clubs' obligations to Players as reflected in Section 5.1(3).

[...]

14.4 Players, and their parents and guardians (for Players considered minors who do not have legal capacity under applicable federal, provincial, or state law), to execute a written agreement that reflects the benefits and duties of participation on the Member Club's roster and in CHL Hockey. The terms of that agreement must provide for the lodging, care, education, and training of the Player during the term of the contract, as well as the Player's commitment to the CHL Mission and agreement to abide by such playing and other rules as required by the Member Club, the Regional League, and the CHL, including rules regarding gambling and uses of performance-enhancing and other drugs and an agreement to abide by the provisions of Section 9.4(1).

[…]

14.7 Member Clubs shall cause their Players, and their parents and guardians (for Players considered minors who do not have legal capacity under applicable federal, provincial, or state law), to execute such declarations, affidavits and other documents as shall be required by the President from time to time.

ARTICLE 15

*Player Safety*

15.1 The CHL shall implement programs and policies designed to ensure and promote player safety and to prevent the use of performance-enhancing or other drugs by Players of Member Clubs, such as the CHL Drug Education and Anti-Doping Program, and shall provide support to the Regional Leagues in their activities to promote and ensure player safety, including by promulgating standard guidance for the Regional Leagues and Member Clubs. The Regional Leagues shall cooperate with the CHL in enforcing and monitoring compliance with these programs and policies. Member Clubs shall also cooperate with the CHL in enforcing and monitoring compliance with these programs and policies.

15.2 The CHL shall coordinate, as the Board of Directors deems appropriate, with Hockey Canada, U.S.A. Hockey, the National Hockey League, and other hockey organizations in furtherance of player safety. The CHL may conduct surveys, engage experts, and undertake other investigations to gather data needed to evaluate player safety issues, and each Member Club shall cooperate with any such investigation.

15.3 To ensure and promote player safety, the Board of Directors may, subject to the requirements of Section 7.10, direct Member Clubs and Regional Leagues to make changes in the rules of play, equipment, or other standards. Such direction shall, if necessary, supersede any Regional League or Member Club rule or policy.

[…]

ARTICLE 17

*Recording, Broadcasting, and Marketing of CHL Hockey games*

17.1 All broadcast rights, including the right to broadcast live and in-progress CHL games, belong to the Member Clubs.

17.2 Each Member Club on its own behalf hereby irrevocably grants the CHL the right to contract as agent for and on behalf of such Member Club with one or more third-party broadcaster for the exclusive produce and broadcast live and previously recorded exhibition, regular season, post-season, and other CHL Hockey games via television, live streaming, video on demand or any other media platform, except for local media rights which shall be retained by the Member Clubs as determined by the Board of Directors from time to time. The CHL shall disclose to third party broadcasters that, in respect of the grant of any broadcast rights, it is acting solely as agent for and on behalf of such Member Clubs.

[…]

17.4 The CHL shall not itself be entitled to any rights fees or other payments made under any broadcast agreement entered into by the CHL as agent for the Member Clubs […] but instead shall hold any amounts received thereunder solely as agent for and on behalf of the Member Clubs, and shall deposit such amounts in a segregated account designated as a "funds under administration" or similar account (the "FUA Account").

17.5 The CHL shall hold any and all footage of CHL hockey games and related content solely as agent for and on behalf of the Member Clubs, and any revenues derived from such footage or content shall be deposited into the FUA Account. Notwithstanding the above, each Member Club retains such broadcasting rights in respect of any of its respective exhibition, regular season, post-season or other CHL Hockey games to the extent that the broadcasting of such games is not subject to, and not precluded by, any contract between the CHL and a third-party broadcaster.

17. 6 The CHL shall coordinate with the Regional Leagues, acting through their representatives on the Board of Directors, to permit the Regional Leagues to enter into contracts providing for the grant of broadcasting and other media rights (as agent for and on behalf of its Member Clubs) in a manner that is complementary to, but not in conflict with, the CHL's broadcasting and other media agreements. Each Member Club and Regional League shall cooperate with the CHL in the broadcasting agreements entered into by CHL and in the exploitation of such Regional League's and Member Club's local media opportunities to enhance the financial and strategic value of collective broadcasting opportunities.

17.7 The Member Clubs and the Regional Leagues shall comply with all contracts entered into by

(i) the CHL on their behalf or

(ii) CHL Properties, including national broadcasting, sponsorship, and other media rights contracts.

17.8 All revenues derived from contracts executed by the CHL as agent for and on behalf of the Member Clubs shall be owned equally by the Member Clubs. Such revenues shall be deposited into the FUA Account, and handled in accordance with Section 20.2

ARTICLE 18

*Relationships with Other Hockey Organizations*

18.1 With the approval of the Board of Directors, the CHL may enter into agreements with the National Hockey League, Hockey Canada, U.S.A. Hockey, and any other organization in furtherance of the CHL Mission and the production, promotion, and operation of CHL Hockey.

ARTICLE 19

*CHL Properties*

19.1 An entity shall be established to perform certain functions related to the exploitation, with a View to a profit, of intellectual property and other intangible rights of the CHL, the Member Clubs and the Regional Leagues. The entity shall be established as either

(i) a limited partnership formed under the laws of a province of Canada, with the name "CHL Properties LP/ Société en commandite LCH Propriétés" or a similar name, or

(ii) a corporation formed under the laws of Canada or a province of Canada, with the name "CHL Properties Ltd./ Propriétés LCH Limitée" or a similar name.

Such entity is referred to herein as "CHL Properties".

19.2 In connection with the formation of CHL Properties, the CHL may transfer, assign, sell or otherwise convey any tangible or intangible assets currently held by the CHL to CHL Properties, and may transfer the employment of such personnel as may be necessary in order for CHL Properties to be able to perform its functions.

19.3 CHL Properties shall be owned, directly or indirectly, by each Member Club in equal shares; provided that if CHL Properties is established as a limited partnership, its ownership shall be structured with the intent that it qualifies at all times as a "Canadian partnership" for purposes of the Income Tax Act (Canada).

19.4 CHL Properties shall be established with a view to profiting from the following activities, among others:

(1) Promotion of CHL Hockey through marketing, licensing, sponsorship, and other activities;

(2) Exploitation of League and team symbols, including team marks, logos, and colours;

(3) Exploitation of player promotional rights;

(4) Developing and fostering the CHL Hockey brand; and

(5) Deriving revenues from, enhancing the value of, and protecting the intellectual property and other intangible assets of the CHL, the Regional Leagues and the Member Clubs.

19.5 In order to enable CHL Properties to perform its functions, each of (i) the CHL, (ii) the Regional Leagues, and (iii) the Member Clubs shall grant CHL Properties a license to use their respective intellectual property and other intangible assets, including their marks, logos, and colours (the "CHL Properties License"), and shall execute such license agreements and related supporting documents as the Board of Directors reasonably determines are necessary or desirable in this regard.

[…]

ARTICLE 24

*CHL Regulations*

24.1 The Member Clubs agree to conform to and be bound by CHL Regulations, which shall be approved in accordance with the provisions of this Constitution by a Majority Vote.

[…]

> 24.3 The CHL Regulations shall set out regulations related to player conduct and conduct of any Named Person, including prohibitions against conduct which would be detrimental to the best interest, reputation or image of the CHL or CHL Hockey.
>
> […]
>
> *General*
>
> 25.1 This Constitution shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario and shall be treated in all respects as an Ontario contract. Each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Ontario.
>
> 25. 2 This Constitution shall be deemed to be a unanimous member agreement pursuant to Section 170 of the Act. This Constitution shall continue to be effective notwithstanding a transfer of membership and this Constitution shall be binding upon the remaining Member Clubs so long as there is at least one Member Club.
>
> […]
>
> 25.4 Nothing in this Constitution shall be deemed in any way or for any purpose to constitute any party a partner of, or a member of a joint venture or joint enterprise with, any other party to this Constitution in the conduct of any business or otherwise.
>
> […]
>
> 25.8 The Member Clubs agree to sign all such documents and do all such things as may be necessary or desirable, including the casting of any votes from time to time and at all times, in whatever manner as shall be necessary to more completely and effectively carry out the terms and intentions of this Constitution and to cause the CHL and Regional Leagues to act in the manner contemplated by this Constitution. […]

[119] Mr. David Branch, who was the CHL's President for two decades testified that the CHL's goal is "to supervise and take care of [players] while living away from home," and that this "role is one of our biggest responsibilities … [w]e take very seriously the responsibility to ensure that these kids are supervised and supported in ways that are appropriate to their ages.

## 6. The Defendants' Player Safety Programs and Procedures

[120] The OHL in 1985, the QMJHL in 1990, and the WHL in the 1990s introduced off-ice player safety policies and programs. These policies are reviewed periodically and occasionally revised. The programs educate players and staff on hazing, bullying, harassment, discrimination, mental health, ethical coaching, and consent. It is, however, the individual teams that are on a day-to-day basis responsible for the safety of the players on-ice and off-ice (non-hockey related) activities.

[121] In similar but not necessarily identical ways, the WHL's, OHL's, and QMJHL's programs and policies educate players and team staff on "hazing", "bullying", harassment, discrimination, mental health, ethical coaching, and consent with respect to consensual sex. The CHL can develop safety programs but cannot impose the standards and programs on the leagues. Through persuasion, it is possible for all leagues to have the same policy through parallel adoption and some aspects of each leagues programs are similar.

[122] Each league's policies regulate the behaviour of players and staff to maintain a safe and

inclusive environment. At the present time, the WHL has five policies and eight programs, the OHL has 10 policies and seven programs, and the QMJHL has eight policies and four programs related directly or indirectly to inappropriate off-ice behaviour. The teams implement and enforce their respective league's safety policies. Each league has its own confidential and anonymous reporting mechanism.

[123] In 1997, the CHL commissioned lawyer Gordon Kirke to prepare the *Players First Report* regarding "issues of harassment and abuse within the CHL". Mr. Kirke recommended adopting a CHL-level "Players First Policy", with an independent complaints process and disciplinary sanctions for those who failed to report mistreatment, including "hazing rituals."

[124] On June 26, 2020, one week after this class proceeding was commenced, the CHL announced that it would appoint an Independent Review Panel ("IRP") to review the effectiveness of current policies and practices that relate to hazing, abuse, harassment, and bullying and the allegation that players do not feel comfortable reporting behaviours that contravene these policies.

[125] On July 23, 2020, the CHL announced the members of the IRP were: (a) Sheldon Kennedy, a junior hockey abuse survivor, NHL veteran, and co-founder of the Respect Group Inc.; (b) Camille Thériault, former Premier of New Brunswick, and, (c) Danièle Sauvageau, a former RCMP officer and Order of Canada recipient, known for her extensive experience in investigation, public safety, high level sport, business and sport coaching.

[126] The IRP employed the following methodology: (a) review the existing policies of the WHL, OHL, and QMJHL; (b) review complaints for the seasons 2017-2019; (c) hear presentations from senior leaders of the CHL; (d) interview and hear presentations from experts on sexual violence, sports welfare, forensic traumatologists, and sports psychologists; (e) confidentially interview agents, players, former players, general managers, coaches, owners, senior leaders of other Canadian sport organizations, representatives of other leagues, within and outside of Canada, and leaders of Hockey Canada; (f) review research papers; and, (g) retain the market research company Léger to conduct a survey of 665 members of the CHL, including players, coaches, general managers, staff and families.

[127] The IRP Report stated:

> a. Off-ice misconduct, including bullying, harassment, and discrimination, exists in the CHL. There was a significant percentage of survey respondents that indicated problems exist within the CHL around bullying, harassment, and discrimination.
>
> b. Maltreatment that, outside of hockey would not be acceptable, has become an embedded behaviour in this hierarchical organization of the CHL and the level of acceptance is too high. This acceptance of off-ice misconduct was demonstrated in the responses to the Léger survey.
>
> c. A systemic culture exists in the CHL that results in maltreatment becoming an embedded norm. The systemic nature of the issue results in a perpetuated state of acceptance and lack of change. There is a code of silence around maltreatment that helps perpetuate it.
>
> d. The norms of the CHL blur the boundaries of what is defined as acceptable, they desensitize individuals to bullying, harassment, hazing, and other forms of maltreatment in hockey. The behaviours have been embedded as part of the game. Players were given the impression that the abuse is part of hockey and that the abuse was just something to

go through when playing junior hockey.

e. Reasons for accepting the behaviour include modelling by more senior members (owners, general managers, coaches, older players), stressors experienced by players, desensitization over time to the perpetuated behaviours, and general acceptance of the behaviour by others. Leaders of teams model behaviour; they demonstrate what is acceptable and unacceptable through words, action and inaction. The culture is passed from team to team as new players learn from the hierarchy.

f. A systemic structural deficiency exists in the support and mentoring of coaches and general managers regarding ethical coaching and addressing off-ice misconduct in its day-to-day application. Self-regulation of the CHL, and by the individual leagues in particular, results in a lack of independence that compromises the integrity of the process.

g. Despite recent efforts by the individual leagues in the CHL to protect players from off-ice misconduct through enhanced policies and procedures, maltreatment continues to occur.

[128] Léger surveyed general managers, coaches, staff, players and families of players to determine the extent of discrimination, harassment, bullying and abuse. The survey indicated that:

a. 52% of players' families and 40% of CHL staff believe that bullying is a problem in the CHL.

b. 41% of families believe that harassment and discrimination in the CHL is a problem.

c. 45% of players, 45% of players' families, and 32% of staff have heard of cases or situations of bullying or harassment in the CHL, other than those reported in the media in the past 4 years.

d. 12% of survey participants reported personally experiencing bullying or harassment when playing in the leagues.

e. 3% of players, 12% of family members, 21% of staff, and 15% of coaches reported cases of bullying, harassment, or hazing.

f. 0% of the general managers reported cases of bullying, harassment, or hazing.

[129] The IRP Report that revealed the pervasive wrongdoing at many if not all the teams of the CHL was completed on October 31, 2020. The IRP Report made 13 recommendations. The report was not immediately released to the public.

[130] As a witness for the certification motion, Sheldon Kennedy testified that there was a culture of silence and abuse amongst the teams of the CHL and it was the same culture that he experienced when playing in the CHL in the early 1980s.

[131] On November 30, 2021, the Defendants retained the Toronto workplace investigation lawyer Rachel Turnpenney of the law firm Turnpenney Milne LLP to review the leagues' policies, programs, and procedures and to determine whether changes would assist in off-ice player safety.

[132] Ms. Turnpenney was given the IRP Report and copies of all policies, programs, and procedures then in place, and she was asked how they could be improved.

[133] The Turnpenney Report was completed in January 2022 and was published along with the IRP Report on the CHL website. The Turnpenney Report suggested changes and additions to each

league's policies, programs, and procedures. The leagues have committed to implementing Turnpenney's recommendations.

[134] Accepting the evidence of Messrs. Andrews, Bricknell, Carcillo, Chiarello, Clarke, Festarini, Fritsche, Hammet, Howery, Jellio, Kennedy, Ledlin, Munce, Pszenyczny, Doug Smith, Strait, Taylor and Quirk, which I do, that evidence and the IRP Report, the survey reports, and Ms. Turnpenny's Report provide some basis of fact for the allegations of Messrs. Carcillo, Taylor, and Quirk. Bullying, harassment, hazing, and criminal conduct is pervasive amongst the teams of the WHL, the teams of the OHL, the teams of the QMJHL, and the teams of the CHL. Discrete wrongdoing by the Defendants was pervasive, and to the shame of the perpetrators and their enablers discrete wrongdoing has been pervasive for decades.

[135] The Defendants argue that the findings of the Léger Survey that 12% of survey participants reported personally experiencing undefined "bullying" or harassment does not logically imply any legally meaningful institutional flaw or common cause that could ground negligence with respect to the implementation of policies, programs, and procedures across the 60 separate teams, the three separate leagues and the CHL. This argument is both wrong and off-target.

[136] The Defendants' argument is wrong because the Léger Survey revealed pervasive misconduct, including the revelation that 45% of players, heard of wrongful conduct. The reports of personal experience by 12% of the players are obviously underreported, perhaps because the reporters had suppressed their memories or perhaps because the players did not wish to admit that they were both victims and perpetrators of abuse.

[137] But, in any event, the Defendants' argument is off-target because the existence of institutional flaws to ground negligence is a matter of fact, not a matter of logic. There is some basis in fact to conclude that negligence was pervasive.

[138] However, that is not to say that there is a collective liability, which is a matter to be discussed below. However, it is to say that:

a. there is some basis in fact for discrete causes of action for negligence, systemic negligence, vicarious liability and breach of the Québec causes of action against the discrete teams whose players or employees perpetrated or tolerated or failed to stop the civilly and criminal culpable conduct;

b. there is some basis in fact for discrete causes of action by the individual players while they were players on particular teams; a conclusion that is not disputed by the Defendants; and,

c. there is some basis in fact for discrete causes of action against the WHL, OHL, QMJHL, and CHL as co-defendants in the discrete actions against particular teams.

[139] In saying that discrete wrongdoing by the Defendants is pervasive, is also not to say that the wrongdoing was temporarily universal over the totality of the class period or that every team was a culpable wrongdoer at every point in time.

[140] Unfortunately, there was also evidence that hazing and abhorrent rituals were not unique to major junior level amateur hockey but was a problem throughout amateur and professional hockey.

## G. The Jurisdiction Motion

[141] The WHL and the QMJHL and their 40 teams move for a stay of Messrs. Carcillo, Taylor, and Quirk's action on the grounds that Ontario's Superior Court does not have subject matter jurisdiction over them as foreign defendants. All 40 teams are located outside of Ontario and five teams of the WHL (the Everett Silvertips, the Portland Winterhawks, Seattle Thunderbirds, Spokane Chief, and Tri-City Americans) are located outside of Canada.

[142] It is not disputed that none of the teams moving for a stay are domiciled or resident in Ontario.

[143] It is not disputed that none of the moving parties are signatories to any Ontario contracts - with Messrs. Carcillo, Taylor, and Quirk. The putative Class Members who play for teams of the WHL and the QMJHL do not have player contracts governed by the law of Ontario. However, as the discussion below will reveal, there are other contracts in Ontario that are relevant to the jurisdiction analysis.

[144] For reasons that I shall now explain, I personally found the Defendants' arguments that Ontario does not have jurisdiction to resolve the claims against the teams of the WHL and QMJHL surreal from a non-legal perspective. From a non-legal perspective, historically and to this day Ontario's citizens have had a pan-North American connection with hockey and a love of the game. Ontario and its citizens have a long history and interest in hockey and hockey teams from across North America regardless of the team's league or the location of their teams.

[145] My own generation of Ontarians grew up divided amongst being fans for the original six of the Boston Bruins, the Chicago Black Hawks, the Detroit Red Wings, the Montreal Canadiens, the New York Rangers, and the Toronto Maple Leafs. To this day, there are judges of this court who are loyal fans of the Detroit Red Wings because the team was led by the late Gordie Howe, born in a farmhouse in Floral, Saskatchewan. Every generation of Ontario citizens has been interested in the teams that play for the Memorial Cup regardless of where the team was located. I remember rooting for the Hamilton Red Wings, which defeated the Edmonton Oil Kings to win the 1962 Memorial Cup. On an emotional level, it is surreal to suggest to a judge who remembers going to his first NHL game with his father at Maple Leaf Gardens to see the Leafs play the Les Habs and Rocket Richard that there is no real and substantial connection between Ontario and any Canadian hockey team.

[146] It would not be a stretch to develop a new presumptive jurisdictional connection for hockey and Ontario. That said, I shall decide the Jurisdiction Motion from a purely legal perspective.

[147] I foreshadow to say that I conclude that this court has jurisdiction with respect to all four leagues and all of their 60 teams, including the 42 teams of the WHL and the QMJHL.

[148] The court's jurisdiction *simpliciter* is not based on a collective liability. The jurisdiction over the WHL, the QMJHL and their teams exists because there is a real and substantial connection between the matter, the parties, and Ontario.

[149] There is a real and substantial connection between the proposed class action, the WHL, the QMJHL, their teams, and Ontario because: (a) the WHL and the QMJHL carry on business in Ontario; (b) there is a contract connected to the substantive subject matter of the proposed class action that was made in Ontario; and (c) the tort of systemic negligence was partially committed in Ontario (and wholly committed here with respect to the CHL, the OHL and its 20 teams.)

[150] The discussion of the Jurisdiction Motion will be in five parts.

[151] First, I will set out the legal background to the Jurisdictional Motion.

[152] Second, I will consider the matter of whether Ontario has consent based jurisdiction because of attornment to Ontario law.

[153] Third, using the factual background described above about the characteristics of the four leagues and their teams, I shall consider whether there is a real and substantial connection between the dispute, the parties, and Ontario because the OHL, the QMJHL, and their 40 teams carry on business in Ontario.

[154] Fourth, using the factual background described above about the characteristics of the four leagues and their teams, I shall consider whether there is a real and substantial connection between the dispute, the parties, and Ontario because the Constitution of the CHL is a contract connected to the dispute between the parties, most particularly the dispute about systemic negligence.

[155] Fifth, using the factual background described above about the characteristics of the four leagues and their teams, I shall consider whether there is a real and substantial connection between the dispute, the parties, and Ontario because the tort of systemic negligence was partially committed in Ontario.

## 1. Legal Background: Subject Matter Jurisdiction

[156] Jurisdiction *simpliciter* addresses the procedural question whether an Ontario court can properly assume jurisdiction over a matter, given the interrelationships among the matter, the parties, and Ontario.

[157] Jurisdiction *simpliciter*, or subject-matter jurisdiction, exists if the court has authority over the party and the subject matter and the power to make the order sought.[9]

[158] There are three ways in which the Ontario court may assert jurisdiction against an out-of-province defendant: (1) consent-based jurisdiction; (2) presence-based jurisdiction; and (3) assumed jurisdiction.[10]

[159] Consent-based jurisdiction arises when an extra-provincial defendant consents to the jurisdiction of the domestic court by: (1) voluntary submission; (2) attornment by appearance and defence; or (3) by prior agreement.

[160] Presence-based jurisdiction arises when the extra-provincial defendant is present in Ontario at the time of service. When there is presence-based jurisdiction, it is not necessary to establish that the Ontario court has a real and substantial connection with the matter.[11]

[9] *Canada (Attorney General) v. Telezone Inc.*, 2008 ONCA 892 (C.A.), aff'd 2010 SCC 62; *R. v. Mills*, [1986] 1 S.C.R. 863 at 960.

[10] *Yip v. HSBC Holdings plc,* 2017 ONSC 5332, aff'd 2018 ONCA 626, leave to appeal refused, [2018] S.C.C.A. No. 410; *Chevron Corp. v. Yaiguaje*, 2015 SCC 42; *Club Resorts Ltd. v. Van Breda*, 2012 SCC 17; *Incorporated Broadcasters Ltd. v. Canwest Global Communications Corp.* (2003), 63 O.R. (3d) 431 at para. 36 (C.A.), leave to appeal refused [2003] S.C.C.A. No. 186.

[11] *Chevron Corp. v. Yaiguaje*, 2015 SCC 42; *Club Resorts Ltd. v. Van Breda*, 2012 SCC 17 at para. 79, aff'g (*sub nom. Van Breda v. Village Resorts Ltd.*) 2010 ONCA 84, aff'g [2008] O.J. No. 2624 (S.C.J.); *Incorporated Broadcasters Ltd. v. Canwest Global Communications Corp.* (2003), 63 O.R. (3d) 431 (C.A.); *Muscutt v. Courcelles* (2002), 60 O.R. (3d) 20 at para. 29 (C.A.).

[161] Assumed jurisdiction arises when the court takes jurisdiction because the litigation with a foreign element has a "real and substantial connection" to Ontario. Before a court can assume jurisdiction over a claim, a "real and substantial connection" must be shown between the circumstances giving rise to the claim and the jurisdiction where the claim is brought.[12]

[162] The test for whether an Ontario court has jurisdiction *simpliciter* based on assumed jurisdiction is whether there is a real and substantial connection between the matter, the parties, and Ontario.[13] The real and substantial connection test for assumed jurisdiction was designed to ensure that claims are not prosecuted in a jurisdiction that has little or no connection with either the transactions or the parties, and the test requires that a judgment rendered by a court which has properly assumed jurisdiction in a given case be recognized and enforced.[14]

[163] In *Club Resorts Ltd. v. Van Breda*,[15] the Supreme Court of Canada developed an analytical framework to determine when a court has jurisdiction *simpliciter* by assumed jurisdiction. The analytical framework begins by identifying circumstances where a court may presumptively assume jurisdiction on the basis of a real and substantial connection with the litigation. The underlying idea to all presumptive factors is that there are some circumstances where there would be a relationship between the subject matter of the litigation and the forum where it would be reasonable to expect that the defendant appear to answer the claim made against him or her in that forum.

[164] The list of presumptive connecting factors is not closed; however, the court should not adopt an *ad hoc* approach to assuming jurisdiction based upon the circumstances of a particular case. The court may, however, identify new factors that will establish a new presumptive connection, which can be used in other cases presumptively to assume jurisdiction. In identifying new presumptive factors, a court should look to connections that give rise to a relationship with the forum that is similar in nature to the ones which result from the established factors. Relevant considerations include: (a) similarity of the connecting factor with the recognized presumptive connecting factors; (b) treatment of the connecting factor in the case law; (c) treatment of the connecting factor in statute law; and (d) treatment of the connecting factor in the private international law of other legal systems with a shared commitment to order, fairness and comity.[16] A new presumptive factor must have a genuine factual connection to the domestic court; the fact that a foreign party qualifies as a third party in an existing action in the domestic forum is not by itself a reliable indicator that there is a real and substantial connection to establish a presumptive

[12] *Lapointe Rosenstein Marchand Melançon LLP v. Cassels Brock & Blackwell LLP*, 2016 SCC 30 at para. 25, aff'g 2014 ONCA 497, aff'g 2013 ONSC 2289; *Club Resorts Ltd. v. Van Breda*, 2012 SCC 17 at paras. 22-24, aff'g (*sub nom. Van Breda v. Village Resorts Ltd.*) 2010 ONCA 84, aff'g [2008] O.J. No. 2624 (S.C.J.); *Society of Composers, Authors and Music Publishers of Canada v. Canadian Assn. of Internet Providers*, 2004 SCC 45 at para. 60; *Tolofson v. Jensen*, [1994] 3 S.C.R. 1022, at p. 1049; *Hunt v. T&N plc*, [1993] 4 S.C.R. 289 at pp. 325-26 and 328; *Morguard Investments Ltd. v. De Savoye*, [1990] 3 S.C.R. 1077, at pp. 1108-10.

[13] *Club Resorts Ltd. v. Van Breda*, 2012 SCC 17, aff'g (*sub nom. Van Breda v. Village Resorts Ltd.*) 2010 ONCA 84 (C.A.), aff'g [2008] O.J. No. 2624 (S.C.J.); *Schreiber v. Mulroney* (2007), 88 O.R. (3d) 605 (S.C.J.); *Muscutt v. Courcelles* (2002), 60 O.R. (3d) 20 (C.A.).

[14] *Haaretz.com v. Goldhar*, 2018 SCC 28 at paras. 26–32; *Club Resorts Ltd. v. Van Breda*, 2012 SCC 17 at para. 26 , aff'g (*sub nom. Van Breda v. Village Resorts*) 2010 ONCA 84, aff'g [2008] O.J. No. 2624 (S.C.J.).

[15] 2012 SCC 17 , aff'g (*sub nom. Van Breda v. Village Resorts*) 2010 ONCA 84, aff'g [2008] O.J. No. 2624 (S.C.J.).

[16] *Club Resorts Ltd. v. Van Breda*, 2012 SCC 17 at paras. 91–92 , aff'g (*sub nom. Van Breda v. Village Resorts*), 2010 ONCA 84, aff'g [2008] O.J. No. 2624 (S.C.J.).

factor or to support the assertion of jurisdiction over the foreign party.[17]

[165] If a presumptive connection (established or newly established) applies, the connection can be rebutted by the defendant through evidence that the connection is weak.[18] The ability to rebut the presumption of jurisdiction serves as an important check on a court overreaching and assuming jurisdiction. The burden of rebutting the presumption of jurisdiction rests on the defendant. In order to rebut the presumption, the defendant must demonstrate that the relationship between the forum and the subject matter of the litigation is such that it would not be reasonable to expect that the defendant would be called to answer proceedings in that forum.[19]

[166] In *Éditions Écosociété Inc. v. Banro Corp.*[20] and *Goldhar v. Haaretz.com*,[21] which were defamation actions, the absence of substantial publication in the province was insufficient to rebut the presumption of jurisdiction *simpliciter* that could be grounded even with a small number of readers in the jurisdiction.

[167] In *Club Resorts Ltd. v. Van Breda*, the Supreme Court of Canada identified four non-exhaustive presumptive connecting factors for a tort claim: (a) the defendant is domiciled or resident in the province; (b) the defendant carries on business in in the province, with the qualification that the business must have an actual and not a virtual presence; (c) there is a contract made in the province connected to the dispute; and (d) the *situs* of the tort is in the province.[22]

[168] Whether the defendant is carrying on business in the province is a question of fact, and the court will examine whether the defendant has a physical presence in the jurisdiction accompanied by a degree of sustained business activity.[23] Each case involving whether a defendant is carrying on business in Ontario or has a connection to Ontario must be considered on its unique facts.[24]

[169] In *Club Resorts Ltd. v. Van Breda*, at paragraph 87, Justice LeBel stated:

> Carrying on business in the jurisdiction may also be considered an appropriate connecting factor. But considering it to be one may raise more difficult issues. Resolving those issues may require some caution in order to avoid creating what would amount to forms of universal jurisdiction in respect of tort claims arising out of certain categories of business or commercial activity. Active advertising in the jurisdiction or, for example, the fact that a Web site can be accessed from the jurisdiction would not suffice to establish that the defendant is carrying on business there. The notion of carrying on business requires some form of actual, not only virtual, presence in the jurisdiction, such as maintaining an office there or regularly visiting the territory of the particular jurisdiction. But the Court has not been asked in this appeal to decide whether and, if so, when e-trade in the

[17] *Export Packers Co. v. SPI International Transportation*, 2012 ONCA 481 at para. 18–23.
[18] *Purolator Canada Inc. v. Canada Council of Teamsters*, 2022 ONSC 5009; *Club Resorts Ltd. v. Van Breda*, 2012 SCC 17 at paras. 95–98, aff'g (*sub nom. Van Breda v. Village Resorts*), 2010 ONCA 84, aff'g [2008] O.J. No. 2624 (S.C.J.).
[19] *Haaretz.com v. Goldhar*, 2018 SCC 28 at para. 43; *Club Resorts Ltd. v. Van Breda*, , 2012 SCC 17 at paras. 81, 97, aff'g (*sub nom. Van Breda v. Village Resorts*), 2010 ONCA 84, aff'g [2008] O.J. No. 2624 (S.C.J.).
[20] 2012 SCC 18.
[21] 2016 ONCA 515 (C.A.), aff'g 2015 ONSC 1128, rev'd on other grounds, 2018 SCC 28.
[22] *Ontario v. Rothmans Inc.*, 2013 ONCA 353 at paras. 31–52, leave to appeal refused [2013] S.C.C.A. No. 327; *Club Resorts Ltd. v. Van Breda*), 2012 SCC 17 at para. 90, aff'g (s*ub nom. Van Breda v. Village Resorts*), 2010 ONCA 84, aff'g [2008] O.J. No. 2624 (S.C.J.).
[23] *H.M.B. Holdings Ltd. v. Antigua and Barbuda*, 2021 SCC 44; *Chevron Corp. v. Yaiguaje*, 2015 SCC 42at para. 85; *Club Resorts Ltd. v. Van Breda*, 2012 SCC 17 at para. 87.
[24] *Beijing Hehe Fengye Investment Co. Limited v. Fasken Martineau Dumoulin LLP*, 2020 ONSC 934; *Stuart Budd & Sons Ltd. v. IFS Vehicle Distributors ULC*, 2016 ONCA 977; *Yaiguaje v. Chevron Corp.*, 2015 SCC 42; *582556 Alberta Inc. v. Canadian Royalties Inc*., 2008 ONCA 58.

> jurisdiction would amount to a presence in the jurisdiction. With these reservations, "carrying on business" within the meaning of rule 17.02(p) may be an appropriate connecting factor.

[170] In *Yaiguaje v. Chevron Corp.*,[25] at para. 85, Justice Gascon stated:

> Whether a corporation is "carrying on business" in the province is a question of fact… [T]he court must inquire into whether the company has "some direct or indirect presence in the state asserting jurisdiction, accompanied by a degree of business activity which is sustained for a period of time"… These factors are and always have been compelling indicia of corporate presence… [T]he common law has consistently found the maintenance of physical business premises to be a compelling jurisdictional factor: LeBel J. accepted this in *Van Breda* when he held that "carrying on business requires some form of actual, not only virtual, presence in the jurisdiction, such as maintaining an office there"…

[171] In *H.M.B. Holdings Ltd. v. Antigua and Barbuda*,[26] the Supreme Court of Canada adopted the test from the English Court of Appeal in *Adams v. Cape Industries Plc*[27] that for a foreign defendant to be carrying on business in a jurisdiction it must either: (a) have established and maintained at its own expense a fixed place of business for more than a minimal period of time and carried on business in that place by its servants or agents; or (b) have a representative for more than a minimal period of time carry on the foreign defendant's business at a fixed place of business in the jurisdiction. In cases involving a representative, it will be necessary to investigate whether the representative is doing no more than carrying on its own business and that investigation will necessitate a rigorous examination of all aspects of the relationship between the foreign defendant and the person said to be its representative in the jurisdiction.

[172] In determining whether the representative has been carrying on the foreign defendant's business or just its own business the following non-exhaustive list of questions may be relevant: (a) Was the fixed place of business originally acquired for the purpose of enabling the representative to act on behalf of the foreign defendant? (b) Did the foreign defendant reimburse the representative for the cost of the fixed place of business and the cost of staff? (c) Did the foreign defendant contribute to the financing of the representatives business? (d) Was the representative remunerated for its work? (e) Did the foreign defendant exercise any control over the business conducted by the representative? (f) Did the representative designate some of its staff to conducting the business of the foreign defendant? (g) Did the representative display the foreign defendant's name at the fixed place of business or in other ways? (h) Did the representative identify itself as a representative of the foreign defendant? (i) What were the representatives own exclusive businesses? (j) Did the representative make contact with customers or other third parties in the name of the foreign defendant; and (k) Did the representative have specific authority to bind the foreign defendant to contracts?[28]

[173] To determine whether a contract establishes a presumptive connecting factor, the first step is to characterize the dispute and the second step is to determine whether there is a contract made in the province that is connected with that dispute.[29]

[25] 2015 SCC 42.
[26] 2021 SCC 44.
[27] [1990] 1 Ch 433 (C.A.).
[28] *H.M.B. Holdings Ltd. v. Antigua and Barbuda*, 2021 SCC 44; *Adams v. Cape Industries Plc* [1990] 1 Ch 433 (C.A.).
[29] *Lapointe Rosenstein Marchand Melançon LLP v. Cassels Brock & Blackwell LLP*, 2016 SCC 30 , aff'g 2014 ONCA 497, aff'g 2013 ONSC 2289.

[174] A tort occurs in the jurisdiction substantially affected by the defendant's activities or its consequences or where the important elements of the tort occurred.[30] For example, the torts of fraudulent or negligent misrepresentation occur where the misinformation is received or acted upon.[31] In determining the situs of a tort for jurisdictional purposes, the Court adopts a flexible and pragmatic approach to consider whether the jurisdiction was substantially affected by the defendants' activities, or its consequences or where the important elements of the alleged torts occurred. Whether all the elements required to complete the alleged tort occurred in the jurisdiction is not determinative.[32]

[175] In *Goldhar v. Haaretz.com*,[33] an Ontario resident who owned a soccer club in Israel brought a defamation action with respect to the English language version of an Israeli newspaper published on the Internet. The court held that the presumption that the Ontario court had jurisdiction *simpliciter* was not rebutted by evidence that no more than 300 people in Canada accessed the allegedly defamatory article on-line.

### 2. Consent Based Jurisdiction

[176] In the immediate case there is no consent-based jurisdiction. There has been no voluntary submission, prior agreement, or attornment by appearance and defence.

[177] In the last regard, there is no merit to Class Counsel's regrettable argument that the Defendants attorned by proceeding to defend the Certification Motion at the same time as they brought the Ragoonanan Motion and the Jurisdiction Motion. The argument is regrettable because this arrangement was for the Plaintiffs' benefit so as to not delay the Certification Motion. On January 4, 2021, at a case management conference, I directed the Ragoonanan Motion and the Jurisdiction Motion to be heard at the same time as the Certification Motion. On January 19, 2021, Class Counsel confirmed, in writing, that they would not make an attornment argument. Class Counsel did themselves no credit in advancing this flaccid and unsuccessful attornment argument.

### 3. Carrying on Business in Ontario

[178] In addressing the Jurisdiction Motion from a legal perspective and in addressing the matter of assumed jurisdiction, the first point to note is that the OHL and its teams, including its three American teams, are not amongst the moving parties. The OHL, its teams, and the CHL concede that Ontario has jurisdiction *simpliciter*.

[179] In addressing the Jurisdiction Motion from a legal perspective, the second point to note has been foreshadowed in the Introduction and Overview and will be discussed in detail later in these Reasons for Decision. The second point is that there is no collective liability of any of the Defendants in the immediate case; a non-participant in a wrongdoing is not jointly or severally

[30] *Das v. George Weston Limited*, 2017 ONSC 4129, affd. 2018 ONCA 1053, leave to appeal to S.C.C. refd.[2019] S.C.C.A. No. 69; *Central Sun Mining Inc. v. Vector Engineering Inc.*, 2013 ONCA 601; *Gulevich v. Miller*, 2015 ABCA 411.
[31] *Industrial Avante Monterrey, S.A. de C.V. v. 1147048 Ontario Ltd.*, 2016 ONSC 6004; *2249659 Ontario Ltd. v. Siegen*, 2013 ONCA 354 at para. 31; *Central Sun Mining Inc. v. Vector Engineering Inc.*, 2013 ONCA 601; *Cannon v. Funds for Canada Foundation*, 2010 ONSC 4517 at para. 52.
[32] *Yip v. HSBC Holdings plc*, 2017 ONSC 5332 at para. 207, aff'd. 2018 ONCA 626, leave to appeal to S.C.C. refused [2018] S.C.C.A. No. 41; *Airia Brands Inc. v. Air Canada*, 2017 ONCA 792 at para. 112.
[33] 2015 ONSC 1128, aff'd 2016 ONCA 515, rev'd on *forum non conveniens* grounds 2018 SCC 28.

liable for the wrongdoing. In the immediate case, a Defendant's liability is based on their participation in the wrongdoing not on their unincorporated association with the wrongdoers in Ontario. In the immediate case, jurisdiction *simpliciter* is not established by any collective liability because there is no collective liability.

[180] In addressing the Jurisdiction Motion from a legal perspective, the third point to note is that from time to time in the past teams from Ontario were members of the WHL (Thunder Bay is the example) or of the QMJHL (Cornwall is the example). This is some small indication that the WHL and the QMJHL have from time to time had teams carrying on business in all respects in Ontario. Another small indication is that from time to time the Memorial Cup Tournament is hosted by Ontario.

[181] These preliminary or minor points aside, for the Jurisdiction Motion, I agree with the Plaintiffs that there is jurisdiction *simpliciter* based on assumed jurisdiction because all the Defendants carry on business in Ontario.

[182] The explanation of why Ontario has jurisdiction because the WHL, the QMJHL and their teams carry on business in Ontario may begin by noting that the business of a team of the WHL, the OHL, and the QMJHL is a complex business operation that trains athletes, creates local sport contests, and through radio, television, and internet media, the business creates sports entertainment across the country. The hockey business of the WHL, OHL, and QMJHL also acts to make hockey players suitable for professional hockey careers. The teams have been regarded as "farm teams" cultivating players for the AHL, the NHL, and other professional hockey leagues. The putative Class Members are both subjects and objects of and for the hockey teams business. The businesses of the teams, some of which do it for profit, involve far more than just selling tickets to spectators at hockey arenas. The business of a team of the WHL, the OHL, and the QMJHL is far more than just organizing hockey games in a local arena. The leagues and the teams operate their businesses far beyond their provincial locality; the teams have a national presence.

[183] The explanation of why Ontario has jurisdiction to resolve disputes about a team of the WHL or of the QMJHL's business begins by asking how would a team of the WHL or the QMJHL carry on its complex business in Ontario. By asking how a team whose homebase is outside would carry on its business in Ontario affords a means of determining whether the 40 teams of the WHL and the QMJHL did in fact carry on business in Ontario, which as the case law reveals is a very fact specific inquiry.

[184] The answer to the question of how a team of the WHL or the QMJHL would carry on business is that the team would open an office in Ontario (perhaps, like the CHL, the office would have a staff of 20 employees) and the team's management would direct the employees of that office to carry on the team's non-ice business activities, which is to say that the staff would be directed to carry out the team's extensive business activities, other than its on-ice operations. To carry out the team's extensive business activities, management would direct the employees in the Ontario office: (a) to contract with one or more third-party broadcasters to broadcast the team's games via television, live streaming, video on demand, or any other media platform (broadcast agreements); (b) to hold onto the broadcast footage to derive income from that content; (c) to contract with the NHL, Hockey Canada, U.S.A. Hockey, and any other organization in furtherance of the team's production, promotion, and hockey operations; (d) to contract with third parties with a view to exploiting intellectual property and other intangible rights of the team including transferring, assigning, selling or otherwise conveying any tangible or intangible assets held by

the team; (e) to contract with third parties for the promotion of hockey through marketing, licensing, sponsorship, and other activities; (f) to contract with third parties to exploit team symbols, including team marks, logos, and colours; (g) to contract with third parties to exploit player promotional rights; (h) to contract with third parties to derive revenues from, enhancing the value of, and protecting the intellectual property and other intangible assets of the team; and (i) to arrange for legal and other consulting services to carry out the on-ice and the non-ice activities.

[185] In other words, to carry on its business in Ontario, the team would open up an office in Ontario and direct the employees to carry out the activities performed by the CHL under its Constitution. Carrying on business of a hockey team of the WHL or the QMJHL (and the OHL for that matter) in Ontario is to set up an office in Ontario to derive revenues from doing what the CHL is set up to do under its Constitution as an agent for the teams of the WHL, OHL, or QMJHL by producing, marketing and promoting hockey through broadcasting games, (from which the team would also derive revenue from local ticket sales) and then marketing, licensing, sponsoring, and engaging in other activities to derive income from the hockey games.

[186] As happens to be the case, the teams and leagues that founded the CHL exercise considerable control and rely on the CHL's activities to carry on their own affairs. By levy of the membership, the members of the CHL, if necessary, underwrite the expenses of the operation of the CHL and the revenues garnered by CHL for the teams are held in trust and then remitted to the teams. Upon analysis, it appears that the CHL is nothing more than an outsourcing of business activities that are necessary for the teams of the WHL, OHL, or QMJHL to conduct in Ontario. The CHL is located in Ontario and it is through the CHL that the teams of the WHL and the QMJHL carry on business in Ontario.

[187] In the immediate case the supermajority, if not all, of the questions taken from *H.M.B. Holdings Ltd. v. Antigua and Barbuda* and *Adams v. Cape Industries Plc*, noted above, about whether the CHL is the representative carrying on the businesses of the WHL and QMJHL teams in Ontario establish that the forty teams and their leagues are indeed carrying on business in Ontario.

[188] It was nonsensical of the Defendants to submit that these activities of selling broadcast rights, sponsorships, selling media property, and entering into advertising contracts *etc.* are "limited business activities." Hockey played at the level of the WHL, OHL, and QMJHL is a multi-million dollar business. It is nonsensical and incorrect to argue that the teams of the WHL and QMJHL are not carrying on business in Ontario. Through the CHL each team is carrying on business in Ontario. The team's agent, the CHL, just as the team's employees would also be agents of the team, has an office in Toronto and that office is carrying on the extensive non-ice business of the team; there is a multi-million dollar business being run out of Ontario.

[189] I conclude that there is jurisdiction *simpliciter* because the teams of the WHL and the QMJHL carry on business in Ontario.

### 4. A Contract Connected to the Dispute in Ontario

[190] Turning now to the presumptive connecting factor of a contract connected to the dispute in Ontario, I agree with the Defendants' argument that the choice of forum provisions in the standard form player agreements of the WHL and QMJHL are not a means to establish a real and substantial connection with Ontario. But that is just a strawman argument, because the connecting contract

that is relevant to the immediate case is the totality of the Constitution of the CHL. I agree with Messrs. Carcillo, Taylor, and Quirk's argument that the Defendants have a real and substantial connection to Ontario because the Defendants are parties to the CHL's Constitution.

[191] To be clear, at the outset, it is not because the CHL's Constitution has an attornment clause that there is a real and substantial connection to Ontario. The connecting factor is the totality of the CHL's Constitution, which is a contract made and largely performed in Ontario. Article 25.1 of the CHL's Constitution states:

> 25.1 This Constitution shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario and shall be treated in all respects as an Ontario contract. Each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Ontario.

Article 25.1 is just an aspect of why in the immediate case, there is a contract connected to the dispute.

[192] The CHL's Constitution is a unanimous member agreement, which is expressly made a contract that is governed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario. The contract was made in Ontario. Two of the contracting parties, the OHL and the CHL are located in Ontario. As was described above the teams of the WHL, OHL, and QMJHL carry on business in Ontario through the Constitution of the CHL. The CHL acts as an agent for the business activities of the WHL, OHL, and QMJHL. The CHL provides services to the WHL, OHL, and QMJHL.

[193] The CHL's Constitution is a contract closely connected to the systemic negligence that is at the heart of the proposed class action. The mission of the CHL espoused in its Constitution is to benefit the players of the teams including ensuring their safety and well-being. The CHL, through its constitution, plays a fundamental role in developing policies and programs that are relevant to the systemic negligence claim being advanced by Messrs. Carcillo, Taylor, and Quirk.

[194] Although the hazing, bullying, harassment, and assaults involving the WHL and the QMJHL did not occur in Ontario, the CHL's Constitution is closely connected to each putative Class Member's causes of action because it is relevant to the issues of: (a) whether the particular team had a duty of care, as it was directed to have under the Constitution; (b) what was the standard of care; and (c) whether the standard of care was breached.

[195] The leading case about a contract connected to a dispute in the province is *Lapointe Rosenstein Marchand Melançon LLP v. Cassels Brock & Blackwell LLP.*[34] For present purposes, in the *Lapointe* case, the relevant facts were that the defendant *Cassels Brock* was legal counsel for the Canadian Automobile Association during the 2008 financial crisis that threatened the extinction of the Canadian automobile industry. During the crisis, car manufacturer GM Canada closed 200 automobile dealerships across the country. It offered the dealers compensation pursuant to Wind-Down Agreements that were conditional on acceptance by all the dealers or the waiver of the threshold condition. The Wind-Down Agreements were expressed to be made and governed by the law of Ontario. The Wind-Down Agreement required the dealers to acknowledge that they had obtained independent legal advice before accepting the agreement. After accepting the Wind-Down Agreements, two hundred and seven GM Canada dealers started a class action against GM Canada in Ontario, alleging that GM Canada had forced them to sign the Wind-Down Agreements

[34] 2016 SCC 30.

in breach of provincial franchise laws. The Class Members also alleged that Cassels Brock & Blackwell LLP was negligent in the legal advice it gave to the General Motors dealers who were members of the Canadian Automobile Dealers Association and, therefore, had access to that legal advice that the firm had given to its client, the Association.

[196] In the class action, Cassels Brock brought third party claims against 67 Ontario law firms, thirty-two Québec law firms, and nineteen Alberta law firms claiming contribution and indemnity because these firms had provided independent legal advice to their dealer clients with respect to the Wind-Down Agreements. The Québec law firms, but not the other non-Ontario law firms, moved to have the third party claims stayed on the grounds that Ontario did not have subject matter jurisdiction over them as defendants outside of Ontario. The courts below and the Supreme Court of Canada disagreed.

[197] For present purposes, the pertinent points to note from *Lapointe* is that it directs that the first step in analyzing whether a contract is connected to the dispute is to identify the dispute and the second step is to analyze whether a contract with that dispute was made in Ontario. The unstated third step is to analyze how significant or substantial or relevant is the contract's connection to the dispute. In the immediate case, this analysis has been performed above, and that analysis reveals the centrality of the CHL's constitution to the claims being advance in the immediate case.

[198] There is no doubt that the putative Class Members are not contracting parties of the CHL's Constitution, but they are a subject and an object of the Constitution as manifested by the CHL's mission statement. In a real sense the players are amongst the third party beneficiaries of that contract. There are numerous provisions of the CHL's Constitution designed to be in the best interests of the players of the sixty teams which did sign the Constitution. There are numerous provisions of the contract that are relevant to the duty of care and standard of care.

[199] There is no doubt that the performance or non-performance of CHL's constitution is not comprehensive of the source of the harms suffered by the putative Class Members, but nevertheless, the *Lapointe* case confirms that the defendant's liability does not have to flow immediately from the connecting contract or that the plaintiff be a contracting party to the connecting contract. Justice Abella for the majority of the court (McLachlin C.J. and Cromwell, Karakatsanis, Wagner and Gascon JJ. concurring, Côté J. dissenting) stated at paragraph 44 of her judgment:

> 44. […] Nor does *Van Breda* limit this factor to situations where the defendant's liability flows immediately from his or her contractual obligations or require that the defendant be a party to the contract: […] It is sufficient that the dispute be "connected" to a contract made in the province or territory where jurisdiction is proposed to be assumed: *Van Breda*, at para. 117. This merely requires that a defendant's conduct brings him or her within the scope of the contractual relationship and that the events that give rise to the claim flow from the relationship created by the contract: paras. 116-17.

[200] In the immediate case, the putative Class Members are within the scope of the contractual relationship and the CHL's constitution is closely connected with the underlying causes of action being advanced in the immediate case. This connection is not a light connection, and it has not been rebutted by the evidence submitted on the Jurisdiction Motion or on the Certification Motion.

[201] I conclude that there is jurisdiction *simpliciter* because there is a contract in Ontario substantially connected to the dispute.

### 5. A Tort Committed in Ontario

[202] Turning now to the situs of the tort as a presumptive connecting factor that would establish jurisdiction *simpliciter* in the immediate case.

[203] Although for the putative Class Members of the WHL and the QMJHL suffered the "abuse" outside of Ontario, it is arguable that aspects of their tort claims were connected to acts or omissions that are connected to Ontario. There is also the possibility that in some individual cases, possibly when a team was participating in a tournament in Ontario, that all of the elements of the tort were connected to Ontario.

[204] As noted above, in determining the *situs* of a tort for jurisdictional purposes, the Court adopts a flexible and pragmatic approach to consider whether the jurisdiction was substantially affected by the defendants' activities, or its consequences or where the important elements of the alleged torts occurred. Whether all the elements required to complete the alleged tort occurred in the jurisdiction is not determinative. While I appreciate that a court's pragmatism cannot afford it jurisdiction, what I understand is that to assume jurisdiction, a court should not shirk assuming jurisdiction when significant aspects of the tortious conduct are connected to Ontario. It may turn out that after assuming jurisdiction, Ontario is not the *forum conveniens* but that is a different discretionary determination to be made after the court determines whether it can assume jurisdiction. In my opinion, pragmatically speaking, there is enough of a connection between the systemic negligence claim that in my opinion, the Ontario court ought to assume jurisdiction. I have already described above the presumptive connection between the Defendants by reason of their carrying on business in Ontario and by reason of the CHL's constitution and these factors bolster the circumstances that aspects of the misconduct occurred in Ontario.

[205] I conclude that there is jurisdiction *simpliciter* because elements of the tortious misconduct are connected to Ontario.

[206] It is for the above reasons, that I dismiss the Jurisdiction Motion.

[207] This court has jurisdiction to determine the Certification Motion. And this court has the jurisdiction to establish opt-in joinder actions that I am directing pursuant to sections 7, 12, and 25 of the *Class Proceedings Act, 1992*.

## H. Certification: General Principles

[208] The court has no discretion and is required to certify an action as a class proceeding when the following five-part test in s. 5 of the *Class Proceedings Act, 1992* is met: (1) the pleadings disclose a cause of action; (2) there is an identifiable class of two or more persons that would be represented by the representative plaintiff; (3) the claims of the class members raise common issues; (4) a class proceeding would be the preferable procedure for the resolution of the common issues; and (5) there is a representative plaintiff who: (a) would fairly and adequately represent the interests of the class; (b) has produced a plan for the proceeding that sets out a workable method of advancing the proceeding on behalf of the class and of notifying class members of the proceeding, and (c) does not have, on the common issues for the class, an interest in conflict with the interests of other class members.

[209] On a certification motion, the question is not whether the plaintiff's claims are likely to succeed on the merits, but whether the claims can appropriately be prosecuted as a class

proceeding.[35] The test for certification is to be applied in a purposive and generous manner, to give effect to the goals of class actions; namely: (1) to provide access to justice for litigants; (2) to encourage behaviour modification; and (3) to promote the efficient use of judicial resources.[36] That said, in *Pro-Sys Consultants Ltd v. Microsoft Corp.*,[37] the Supreme Court of Canada stated that although not a merits determination, certification was meant to be a meaningful screening device, that does not "involve such a superficial level of analysis into the sufficiency of the evidence that it would amount to nothing more than symbolic scrutiny".

[210] For certification, the plaintiff in a proposed class proceeding must show "some basis in fact" for each of the certification requirements, other than the requirement that the pleading discloses a cause of action.[38] The some-basis-in-fact standard sets a low evidentiary standard for plaintiffs, and a court should not resolve conflicting facts and evidence at the certification stage or opine on the strengths of the plaintiff's case.[39] In particular, there must be a basis in the evidence to establish the existence of common issues.[40] To establish commonality, evidence that the alleged misconduct actually occurred is not required; rather, the necessary evidence goes only to establishing whether the questions are common to all the class members.[41]

[211] The some-basis-in-fact standard does not require evidence on a balance of probabilities and does not require that the court resolve conflicting facts and evidence at the certification stage and rather reflects the fact that at the certification stage the court is ill-equipped to resolve conflicts in the evidence or to engage in the finely calibrated assessments of evidentiary weight and that the certification stage does not involve an assessment of the merits of the claim and is not intended to be a pronouncement on the viability or strength of the action.[42]

[212] Although it has recently garnered renewed attention, it has been for a long time, and it continues to be a fundamental principle that for an action to be certified as a class proceeding there must be some evidence that two of more putative Class Members suffered compensatory harm.[43]

## I. Cause of Action Criterion: General Principles

[213] The first criterion for certification is that the plaintiff's pleading discloses a cause of action.

[35] *Hollick v. Toronto (City)*, 2001 SCC 68 at para. 16.
[36] *Hollick v. Toronto (City),* 2001 SCC 68 at paras. 15 and 16; *Western Canadian Shopping Centres Inc. v. Dutton*, 2001 SCC 46 at paras. 26 to 29.
[37] *Pro-Sys Consultants Ltd v. Microsoft Corp*., 2013 SCC 57 at para. 103.
[38] *Hollick v. Toronto* (City), [2001] 3 S.C.R. 158 at para. 25; *Pro-Sys Consultants Ltd. v. Microsoft Corporation*, 2013 SCC 57 at paras. 99-105; *Taub v. Manufacturers Life Insurance Co*., (1998) 40 O.R. (3d) 379 (Gen. Div.), aff'd (1999), 42 O.R. (3d) 576 (Div. Ct.).
[39] *Pro-Sys Consultants Ltd. v. Microsoft Corporation*, 2013 SCC 57; *McCracken v. CNR Co*., 2012 ONCA 445.
[40] *Singer v. Schering-Plough Canada Inc*., 2010 ONSC 42 at para. 140; *Fresco v. Canadian Imperial Bank of Commerce*, [2009] O.J. No. 2531 at para. 21 (S.C.J.); *Dumoulin v. Ontario*, [2005] O.J. No. 3961 at para. 25 (S.C.J.).
[41] *Pro-Sys Consultants Ltd. v. Microsoft Corporation*, 2013 SCC 57 at para. 110.
[42] *Pro-Sys Consultants Ltd. v. Microsoft Corporation*, 2013 SCC 57 at para. 102.
[43] *Marcinkiewicz v. General Motors of Canada Co*., 2022 ONSC 2180; *MacKinnon v. Volkswagen*, 2021 ONSC 5941; *Maginnis v. FCA Canada Inc* 2021 ONSC 3897 (Div. Ct.), aff'g 2021 ONSC 3897, leave to appeal dismissed April 8, 2022 (C.A.); *Setoguchi v. Uber B.V.*, 2021 ABQB 18; *Atlantic Lottery Corp Inc. v. Babstock*, 2020 SCC 19; *Richardson v. Samsung Electronics Canada Inc.*, 2018 ONSC 6130, aff'd 2019 ONSC 6845 (Div. Ct.); *Pro-Sys Consultants Ltd. v. Microsoft Corporation*, 2013 SCC 57; *Singer v. Schering-Plough Canada Inc.*, 2010 ONSC 42.

[214] The "plain and obvious" test for disclosing a cause of action from *Hunt v. Carey Canada*,[44] is used to determine whether a proposed class proceeding discloses a cause of action for the purposes of s. 5(1)(a) of the *Class Proceedings Act, 1992*.[45] The court must rather ask whether, assuming the facts pleaded are true, there is a reasonable prospect that the claim will succeed. To satisfy the first criterion for certification, a claim will be satisfactory, unless it has a radical defect, or it is plain and obvious that it could not succeed.[46]

[215] In *R. v. Imperial Tobacco Canada Ltd.*,[47] the Supreme Court of Canada noted that although the tool of a motion to strike for failure to disclose a reasonable cause of action must be used with considerable care, it is a valuable tool because it promotes judicial efficiency by removing claims that have no reasonable prospect of success and it promotes correct results by allowing judges to focus their attention on claims with a reasonable chance of success. Chief Justice McLachlin stated:

> Valuable as it is, the motion to strike is a tool that must be used with care. The law is not static and unchanging. Actions that yesterday were deemed hopeless may tomorrow succeed. Before *McAlister (Donoghue) v. Stevenson*, [1932] A.C. 562 (U.K. H.L.) introduced a general duty of care to one's neighbor premised on foreseeability, few would have predicted that, absent a contractual relationship, a bottling company could be held liable for physical injury and emotional trauma resulting from a snail in a bottle of ginger beer. Before *Hedley Byrne & Co. v. Heller & Partners Ltd.*, [1963] 2 All E.R. 575 (U.K. H.L.), a tort action for negligent misstatement would have been regarded as incapable of success. The history of our law reveals that often new developments in the law first surface on motions to strike or similar preliminary motions, like the one at issue in *McAlister (Donoghue) v. Stevenson*. Therefore, on a motion to strike, it is not determinative that the law has not yet recognized the particular claim. The court must rather ask whether, assuming the facts pleaded are true, there is a reasonable prospect that the claim will succeed. The approach must be generous and err on the side of permitting a novel but arguable claim to proceed to trial.

[216] In *Atlantic Lottery Corp. Inc. v. Babstock*,[48] the Supreme Court stated that the test applicable on a motion to strike is a high standard that calls on courts to read the claim as generously as possible because cases should, if possible, be disposed of on their merits based on the concrete evidence presented before judges at trial. However, Justice Brown stated that it is beneficial, and indeed critical to the viability of civil justice and public access thereto that claims, including novel claims, which are doomed to fail be disposed of at an early stage in the proceedings.[49]

[217] In a proposed class proceeding, in determining whether the pleading discloses a cause of action, no evidence is admissible, and the material facts pleaded are accepted as true, unless patently ridiculous or incapable of proof. The pleading is read generously, and it will be unsatisfactory only if it is plain, obvious, and beyond a reasonable doubt that the plaintiff cannot

[44] [1990] 2 S.C.R. 959.
[45] *Wright v. Horizons ETFS Management (Canada) Inc.*, 2020 ONCA 337 at para. 57; *Amyotrophic Lateral Sclerosis Society of Essex County v. Windsor (City)*, 2015 ONCA 572; *Hollick v. Metropolitan Toronto (Municipality)*, 2001 SCC 68.
[46] *176560 Ontario Ltd. v. Great Atlantic & Pacific Co. of Canada Ltd.* (2002), 62 O.R. (3d) 535 at para. 19 (S.C.J.), leave to appeal granted, 64 O.R. (3d) 42 (S.C.J.), aff'd (2004), 70 O.R. (3d) 182 (Div. Ct.); *Anderson v. Wilson* (1999), 44 O.R. (3d) 673 at p. 679 (C.A.), leave to appeal to S.C.C. ref'd, [1999] S.C.C.A. No. 476.
[47] 2011 SCC 42 at paras. 17-25.
[48] 2020 SCC 19 at para. 87–88.
[49] *Atlantic Lottery Corp. Inc. v. Babstock*, 2020 SCC 19 at para. 19.

succeed.[50]

[218] Bare allegations and conclusory legal statements based on assumption or speculation are not material facts; they are incapable of proof and, therefore, they are not assumed to be true for the purposes of a motion to determine whether a legally viable cause of action has been pleaded.[51]

[219] Matters of law that are not fully settled should not be disposed of on a motion to strike an action for not disclosing a reasonable cause of action,[52] and the court's power to strike a claim is exercised only in the clearest cases.[53] The law must be allowed to evolve, and the novelty of a claim will not militate against a plaintiff.[54] However, a novel claim must have some elements of a cause of action recognized in law and be a reasonably logical and arguable extension of established law.[55] In the Ontario Court of Appeal's decision in *Darmar Farms Inc. v. Syngenta Canada Inc.*,[56] Justice Zarnett stated:

> The fact that a claim is novel is not a sufficient reason to strike it. But the fact that a claim is novel is also not a sufficient reason to allow it to proceed; a novel claim must also be arguable. There must be a reasonable prospect that the claim will succeed.

[220] A principle associated with the cause of action criterion of a certification motion that will be particular important in the circumstances of the immediate case, is the principle that the plaintiffs must establish that the remedies they seek for their pleaded causes of action are available to them, assuming the truth of their pleadings.[57]

## J. Cause of Action Criterion

[221] Messrs. Carcillo, Taylor, and Quirk advance four branches of joint and several liability against the collective of the CHL, WHL, OHL, QMJHL and their 60 teams, namely: (a) breach of fiduciary duty; (b) systemic negligence; (c) vicarious liability; and (d) breach of Québec causes of action.

[222] The following discussion of these cause of actions has one preliminary point and eight analytical branches.

[223] The preliminary point is that the 78 Defendants (the CHL, WHL, QMJHL, and the 60 teams) are discrete suable entities; visualize the leagues and the teams are each entities capable of

[50] *Cloud v. Canada (Attorney General)* (2004), 73 O.R. (3d) 401 at para. 41 (C.A.), leave to appeal to the S.C.C. refused, [2005] S.C.C.A. No. 50, rev'g, (2003), 65 O.R. (3d) 492 (Div. Ct.); *Hollick v. Toronto (City)*, 2001 SCC 68 at para. 25; *Abdool v. Anaheim Management Ltd.* (1995), 21 O.R. (3d) 453 at p. 469 (Div. Ct.).
[51] *Deluca v. Canada (AG)*, 2016 ONSC 3865; *Losier v. Mackay, Mackay & Peters Ltd.*, [2009] O.J. No. 3463 at paras. 39-40 (S.C.J.), aff'd 2010 ONCA 613, leave to appeal ref'd [2010] SCCA 438; *Grenon v. Canada Revenue Agency,* 2016 ABQB 260 at para. 32; *Merchant Law Group v. Canada Revenue Agency*, 2010 FCA 184 at para. 34.
[52] *Dawson v. Rexcraft Storage & Warehouse Inc.* (1998), 164 D.L.R. (4th) 257 (Ont. C.A.).
[53] *Temelini v. Ontario Provincial Police (Commissioner)* (1990), 73 O.R. (2d) 664 (C.A.).
[54] *Johnson v. Adamson* (1981), 34 O.R. (2d) 236 (C.A.), leave to appeal to the S.C.C. refused (1982), 35 O.R. (2d) 64n.
[55] *Silver v. Imax Corp.*, [2009] O.J. No. 5585 (S.C.J.) at para. 20; *Silver v. DDJ Canadian High Yield Fund*, [2006] O.J. No. 2503 (S.C.J.).
[56] *Darmar Farms Inc. v. Syngenta Canada Inc*., 2019 ONCA 789 at para. 51.
[57] *Sharp v. Royal Mutual Funds Inc*., 2021 BCCA 307, aff'g 2020 BSCS 1781; *Atlantic Lottery Corp Inc. v. Babstock*, 2020 SCC 19 at para. 49.

being sued separately.[58]

[224] The first analytical branch analyzes the Class Members claim for breach of fiduciary duty. To foreshadow the outcome of this analysis, it is that it is plain and obvious that there is no breach of fiduciary duty cause of action in the immediate case. The cause of action criterion is not satisfied with respect to the cause of action for breach of fiduciary duty. There is misconduct in the immediate case but it tortious misconduct and not fiduciary misconduct.

[225] The second, third, and fourth analytical branches of the cause of action analysis builds on the preliminary point. These branches analyse whether Messrs. Carcillo, Taylor, and Quirk satisfy the cause of action criterion for the three remaining causes of action as against the Defendants as separate entities; i.e., without attributing any collective liability.

[226] These analytical branches ask whether the 78 Defendants are discretely; i.e., as separate suable entities, possibly liable for: (a) systemic negligence, (b) vicarious liability, and, or (c) breaches of the Québec causes of action. To foreshadow the conclusion of these analytical branches, it is that the cause of action criterion is satisfied against the Defendants as separate entities; i.e., discretely, for systemic negligence, for vicarious liability, and or for breach of the Québec causes of action.

[227] Thus, for example, Mr. Carcillo has legally viable causes of action for systemic negligence and for vicarious liability against the Sarnia Sting with the OHL and the CHL as co-defendants. He also has legally viable causes of action against the Mississauga IceDogs with the OHL and the CHL as co-defendants.

[228] In other words, the Plaintiffs and each Putative Class Member satisfy the cause of action criterion against the particular team for whom he played, the league of that team, and against the CHL. As individuals, the putative Class Members have causes of action for: (a) systemic negligence, (b) vicarious liability (assault, sexual assault, battery, sexual battery, false imprisonment, and intentional infliction of emotional distress), and, or (c) breach of the Québec causes of action.

[229] To use Mr. Quirk as another example, as an individual claimant, he has at least two legally viable causes of action in two claims that ultimately would have to proceed as individual issues trials. One claim is against the Moncton Wildcats (formerly the Moncton Alpines), the QMJHL, and the CHL. The second claim is against the Halifax Mooseheads, the QMJHL, and the CHL. His causes of action are systemic negligence and vicarious liability. As a choice of law matter, which for present purposes I need not resolve, he may also have a claim for the Québec causes of action.

[230] The fifth, sixth, and seventh analytical branches of the cause of criterion analysis (The Collective Liability Causes of Actions, Parts I, II, and III) explain why there are no causes of action against the collective comprised of all of the Defendants. To foreshadow the conclusion of the analysis, the cause of action criterion is not satisfied for any collective liability.

[231] To use Mr. Quirk as an example, while he has viable claims against the Moncton Wildcats, the Halifax Mooseheads the QMJHL, and the CHL, he does not have claims against the WHL, the OHL, or any other hockey teams as a collective. There is no collective or concerted action liability

[58] Although for present purposes nothing turns on it, it is worth noting that business corporation's statutes have oppression remedy statutory causes of action. The *Canada Not-for-Profit Corporations Act* S.C. 2009, c. 23 has an oppression remedy. The Ontario *Not-for-Profit Corporations Act,* 2010, c. 15, s. 2 does not have an oppression remedy.

in the immediate case.

[232] The eighth analytical branch addresses the matter of American law. Although raised as a preferable procedure issue, it is convenient to deal with the matter of the application of foreign law as a part of the discussion of the cause of action criterion.

### 1. Breach of Fiduciary Duty

[233] The elements of a claim for breach of fiduciary duty are: (1) a fiduciary relationship: (2) a fiduciary duty; and (3) breach of the fiduciary duty.[59]

[234] It is plain and obvious that Messrs. Carcillo, Taylor, and Quirk's breach of fiduciary duty claim does not establish a reasonable cause of action. In the immediate case, Messrs. Carcillo, Taylor, and Quirk have pleaded the material facts that could arguably ground an *ad hoc* fiduciary relationship as against individual teams, but they have not pleaded the material facts that would support the constituent elements of a fiduciary duty and a breach of fiduciary duty.

[235] The existence of trust and fiduciary duties requires a case-by-case analysis, and the court will analyze the trust and contract terms as well as the circumstances and nature of the relationship.[60] The scope of a trustee's or a fiduciary's duty arises within the scope of the engagement and the functions assumed by the trustee or fiduciary in a given case.[61]

[236] Fiduciary duties are not fixed or immutable. In *Canadian Aero Services Ltd. v. O'Malley*,[62] which is the leading case about the cause of action for breach of fiduciary duty, Justice Laskin, as he then was, said that cases about alleged breaches of fiduciary duty involved four issues: (1) the determination of whether the relationship is fiduciary; (2) the determination of the duties that arise from the particular relationship; (3) the determination of whether a particular duty has been breached; and (4) the determination of the extent of liability for the breach of the particular fiduciary duty. The extent or scope of a fiduciary's duty is not fixed or immutable but rather must be determined on a case-by-case basis.

[237] In *Lac Minerals Ltd. v. International Corona Resources Ltd.*, [63] Justice La Forest observed that "the fiduciary obligation may vary in its specific substance depending on the relationship, though compendiously it can be described as the fiduciary duty of loyalty and will most often include the avoidance of a conflict of duty and interest and a duty not to profit at the expense of the fiduciary."

[59] *Galambos v. Perez*, 2009 SCC 48 at para. 37; *Hodgkinson v. Simms*, [1994] 3 S.C.R. 377; *Lac Minerals Ltd. v. International Corona Resources Ltd.,* [1989] 2 S.C.R. 574; Frame v. Smith, [1987] 2 S.C.R. 99; *Canadian Aero Services Ltd. v. O'Malley*, [1974] S.C.R. 592 at p. 616.
[60] *Weldon v. Teck Metals Ltd.,* 2012 BCSC 1386; *Bohemier v. Centra Gas Manitoba Inc*., [1999] 7 W.W.R. 507 (MB CA)
[61] *Raponi v. Olympia Trust Company*, 2022 ONSC 4481; *K.L.B. v. British Columbia*, 2003 SCC 51; *Froese v. Montreal Trust Co. of Canada*, [1996] 8 W.W.R. 35 at para. 46 (BCCA); *Hodginson v. Simms*, [1994] 3 S.C.R. 377; *McInerney v. MacDonald*, [1992] 2 S.C.R. 415; *M. (K.) v. M. (H.)*, [1992] 3 S.C.R. 3; *Canson Enterprises Ltd. v. Boughton & Co.*, [1991] 3 S.C.R. 534; *Lac Minerals Ltd. v. International Corona Resources Ltd.*, [1989] 2 S.C.R. 574; *Canadian Aero Services Ltd. v. O'Malley*, [1974] S.C.R. 592; *Re Coomber* [1911] 1 Ch. 723 (CA).
[62] [1974] S.C.R. 592 at p. 605.
[63] [1989] 2 S.C.R. 574 at p. 646.

[238] In *Canson Enterprises Ltd. v. Boughton & Co.*,[64] in *McInerney v. MacDonald*;[65] and in *M. (K.) v. M. (H.)*,[66] Justice La Forest stated that equity will impose on a fiduciary a range of obligations co-ordinate with the undertaking; fiduciary obligations are not uniform and are shaped by the demands of the situation. And in *Hodginson v. Simms*, [67] he stated:[68]

> However, while both negligent misrepresentation and breach of fiduciary duty arise in reliance-based relationships, the presence of loyalty, trust, and confidence distinguishes the fiduciary relationship from a relationship that simply gives rise to tortious liability. Thus, while a fiduciary obligation carries with it a duty of skill and competence, the special elements of trust, loyalty, and confidentiality that obtain in a fiduciary relationship give rise to a corresponding duty of loyalty.

[239] The nature or character of fiduciary duties is malleable, and the nature of the fiduciary duty must be analyzed on a case-by-case basis because it involves a particular quality that differentiates fiduciary duties from a fiduciary's concurrent other duties. Not every duty of a fiduciary is a fiduciary duty.[69] In *Girardet v. Crease & Co.*,[70] the plaintiff sued her lawyer for negligence in advising her to settle a personal injury claim. In *Girardet*, Justice Southin said that it was a perversion of words to say that simple carelessness in giving advice was a breach of fiduciary duty and that fiduciary misconduct must involve the particular quality of duties that the law imposes on fiduciaries.

[240] Fiduciary duties arising from relationships of discretionary power and trust impose obligations against "betrayal of trust or disloyalty". In *K.L.B. v British Columbia*,[71] Chief Justice McLachlin for the eight-judge majority declined to find a breach of fiduciary duty in a case about foster home abuses. The issue in *K.L.B. v. British Columbia* was when can a government be held liable for the tortious conduct of foster parents toward children whom the government has placed under their care. *K.L.B. v. British Columbia* was heard together with *M.B. v. British Columbia*,[72] and *E.D.G. v. Hammer*.[73] The Chief Justice found that there is good reason for not holding caregivers to a standard of acting in the best interests of the child. Rather, she said:

> [T]the [fiduciary] duty imposed is to act loyally, and not to put one's own or others' interests ahead of the child's in a manner that abuses the child's trust". [As a result] [n]egligence, even aggravated negligence, will not ground parental fiduciary liability unless it is associated with breach of trust in this sense.

[241] Applying these principles, the Chief Justice found there was no breach of fiduciary duty on the facts of the case; she stated at paragraph 50:

> 50. Returning to the facts of this case, there is no evidence that the government put its own interests ahead of those of the children or committed acts that harmed the children in a way that amounted to betrayal of trust or disloyalty. The worst that can be said of the Superintendent is that he, along with the social workers, failed properly to assess whether the children's needs and problems could be met in the designated foster homes; failed to discuss the limits of acceptable discipline with the foster

[64] [1991] 3 S.C.R. 534 at p. 153.
[65] [1992] 2 S.C.R. 415 at para. 20
[66] [1992] S.C.R. 3 at p. 63; *P.B. v. W.B.* (1993), 11 O.R. (3d) 161 (Gen. Div.).
[67] [1994] 3 S.C.R. 377 at p. 405.
[68] [1994] 3 S.C.R. 377 at p. 405.
[69] *Chevron Canada Resources v Canada*, 2022 ABCA 108 at para. 69; *E.D.G. v. Hammer*, 2003 SCC 52.
[70] (1987), 11 B.C.L.R. (2d) 361 at p. 362 (S.C.).
[71] 2003 SCC 51.
[72] 2003 SCC 53.
[73] 2003 SCC 52.

> parents; and failed to conduct frequent visits to the homes given that they were overplaced and had a documented history of risk (trial judgment, at para. 74). The essence of the Superintendent's misconduct was negligence, not disloyalty or breach of trust. There is no suggestion that he was serving anyone's interest but that of the children. His fault was not disloyalty, but failure to take sufficient care.

[242] The same is true in the immediate case. The Class Members' claims are negligence based on disparate alleged failures of the various defendants to adopt or enforce policies, to train staff, and/or to report or investigate hazing, bullying, harassment, and assaults. The essence of the WHL's, OHL's, QMJHL's, and CHL's misconduct was not disloyalty, but it was a failure to take sufficient care and failure to prevent the misconduct of those for whom they are vicariously liable.

[243] I conclude that in the immediate case, it is plain and obvious that the Plaintiffs and the putative Class Members do not satisfy the cause of action criterion for a claim of breach of fiduciary duty.

### 2. Systemic Negligence

[244] As foreshadowed above, it is my conclusion that as individuals, the putative Class Members satisfy the cause of action criterion for systemic negligence as against the discrete team or teams for whom they were players. However, Messrs. Carcillo, Taylor, and Quirk do not have a viable systemic negligence cause of action against the collective of 60 teams and four leagues that comprise a collective of seventy-eight defendants.

[245] The systemic negligence in the immediate case is not against discrete teams. Messrs. Carcillo, Taylor, and Quirk's proposed class action is against the collective of 60 teams and four leagues that are said to be jointly and severally liable for the repugnant culture alleged to pervade amateur hockey. There is no immediately identifiable single institution that is accused of systemic negligence. The immediate case is thus unique and different from the typical systemic negligence class action where there is no doubt that the claim is being advanced against an identifiable institution operated by the defendant(s).

[246] For example, although there were more than 130 Indian Residential Schools, they all were operated under the auspices of the federal government with a religious order and taken together the residential schools constituted a singular enterprise operated with a singular albeit misguided premise of a forced assimilation of the aboriginal children into a different culture. There is no singular enterprise in the immediate case other than the Plaintiffs' conceit that the 60 teams and four leagues constitute an unincorporated association. The immediate case is about a toxic culture pervading the highest level of amateur hockey, but a toxic culture is not an institution and as the discussion below will reveal there is no viable systemic negligence action against the Plaintiffs' idea that the Defendants are a suable unincorporated association. As I will explain below, the collective of Defendants in the immediate case cannot be sued as if they constituted a single institution or enterprise that can be sued for systemic negligence. However, individually, the defendants, can be said to have institutions or enterprises for which they could be sued for systemic negligence.

[247] Although I do not agree that Messrs. Carcillo, Taylor and Quirk's use of the caselaw is indiscriminate, I do generally agree with what the Defendants assert in paragraph 201 of their Certification Motion factum, which states:

> [201] […] the plaintiffs rely indiscriminately on previously certified institutional wrongdoing class actions, without regard to material differences. Each of those cases discloses far more commonality than the immediate one. No case on which the plaintiffs rely combines the intrinsic variability and individuality of the alleged "Abuse" with the sheer breadth and scale of this proposed class action. Rather, those cases involve one institution, involve claims against a much narrower set of defendants, allege narrower forms of underlying abuse or fewer underlying tortfeasors, allege specific system-level wrongdoing or a defendant's intentional commissions of identifiable misconduct, or cover a much shorter class period—and many engage multiple of these differences, each material in itself.

[248] Only on a team-by-team basis, does the immediate case resemble *Rumley v. British Columbia*.[74] and other systemic negligence class actions. The Defendants concede that individual teams funded and condoned the rookie parties, and the other events where players were provided with intoxicants and where they perpetrated or participated in reprehensible acts. The Defendants concede that in so far as a particular specific team is concerned, the case at bar is analogous to the systemic negligence claim brought by the deaf and blind students of Jericho Hill School against British Columbia in *Rumley v. British Columbia*.[75]

[249] In *Rumley*, which I discuss again below in the context of the preferable procedure criterion, the class members sued the province of British Columbia for its failure from between 1950 and 1992 (42 years) to prevent a pervasive culture at the school that required students to submit to a sexual right of passage. Because of their physical handicaps, the students were susceptible to the development of a culture of abuse. The negligence of the province was systemic because the province failed to put into place procedures to deal with the abuse of staff on students and with the student-on-student abuse that was encouraged by the culture of the institution. The negligence was systemic, because it was not specific to any one victim but rather to the class of victims as a group.

[250] In *Rumley,* the allegation of systemic negligence created a common issue that satisfied the common issues criterion, even though no class member would be able to prevail without making an individual showing of injury and causation. Chief Justice McLachlin noted that assuming that the common issue was resolved in favour of the class, each class member would retain control over his or her individual action and his or her ultimate recovery would be determined by the outcome of the individual proceedings on injury and causation. There have been many cases that have followed *Rumley v. British Columbia* in certifying a systemic negligence institutional abuse class action.[76]

[251] I am satisfied that Messrs. Carcillo, Taylor, and Quirk have demonstrated that each putative Class Member has a legally plausible claim for systemic negligence against the player's own team, with the league of that team, and with the CHL as co-defendants.

[74] 2001 SCC 69.
[75] 2001 SCC 69.
[76] *Nasogaluak v. Canada (Attorney General)*, 2021 FC 656 *Cavanaugh v. Grenville Christian College* 2020 ONSC 1133 aff'd 2021 ONCA 755; *Canada v. Greenwood*, 2021 FCA 186, leave to appeal refused, [2021] S.C.C.A. No. 377. *Francis v. Ontario*, 2020 ONSC 1644, aff'd 2021 ONCA 197; *Brazeau v. Attorney General (Canada),* 2020 ONCA 184; *Reddock v. Canada (Attorney General),* 2020 ONCA 184; *Weremy v. The Government of Manitoba*, 2020 MBQB 85; *Johnson v. Ontario*, 2016 ONSC 5314; *Ewert v. Canada (Attorney General)*, 2016 BCSC 962; *Davidson v Canada (Attorney General),* 2015 ONSC 8008; *Seed v. Ontario*, 2012 ONSC 2681; *Slark (Litigation Guardian of) v Ontario*, 2010 ONSC 1726, leave to appeal to Div Ct ref'd, 2010 ONSC 613; *Dolmage v. Ontario*, 2010 ONSC 1726; *Cloud v. Canada (Attorney General)*, [2004] O.J. No. 4924 (C.A.), leave to appeal to S.C.C. refused, [2005] S.C.C.A. No. 50.

[252] With respect to the co-defendants, I am satisfied that it is not plain and obvious that there is not a sufficiently proximate relationship to justify a co-defendant status as against the leagues associated with the team defendant. It may be the case that a trial judge would conclude that the leagues did not have a duty of care or did not breach the duty of care, but I cannot say at this juncture that the claim against the league is doomed to fail.

[253] The cause of action criterion would or could have been satisfied as against the 60 teams and the WHL, OHL, QMJHL, and CHL -severally- for systemic negligence. I am, however, also convinced that Messrs. Carcillo, Taylor, and Quirk and the putative Class Members do not have a viable systemic negligence against the collective of the Defendants. As foreshadowed in the introduction of these Reasons for Decision, and as explained in detail below, my conclusion is that there is no systemic negligence cause of action against the Defendants as a collective. Therefore, the Plaintiffs' class action – as proposed – does not satisfy the cause of action criterion.

### 3. Vicarious Liability

[254] Similarly, it is my conclusion that as individuals, the putative Class Members satisfy the cause of action criterion for vicarious liability as against the team for whom they were a player.

[255] The individual teams are vicariously liable for the misdeeds of their players, coaches, staff, employees, servants, and agents. In my opinion, the claim for vicarious liability also sounds against the league of the particular team and against the CHL as co-defendants.

[256] Vicarious liability is a theory of strict liability that makes a person, who may be innocent of wrongdoing, responsible for the misconduct of another. This liability is imposed for legal policy reasons based on the relationship between the wrongdoing and the person vicariously liable being such as to justify imposing liability on one person for the wrongs of another.[77]

[257] The paradigm relationship for which the law imposes vicarious liability is the relationship between an employer and its employee, and liability is imposed for the employee's activities performed during the course of his or her employment.

[258] In cases about vicarious liability, it will be necessary to determine whether the wrongdoer is an employee acting during the course of his or employment or an independent contractor for services. Various tests are designed to differentiate employees from independent contractors but no one test is definitive. Ultimately, a key determination is whether or not the wrongdoer is engaged to perform services in business on his or her own account. In making that determination, the level of control the employer has over the worker's activities will always be a factor. However, other factors to consider include whether the worker provides his or her own equipment, whether the worker hires his or her own helpers, the degree of financial risk taken by the worker, the degree of responsibility for investment and management held by the worker, and the worker's opportunity for profit in the performance of his or her tasks.[78]

[259] The matter of the nature of vicarious liability was considered in in *K.L.B. v. British Columbia*, mentioned above. The facts of *K.L.B. v. British Columbia* were that four siblings were placed together in foster homes where they were abused and one of them, K.L.B., was sexually

[77] *Kassian Estate v. Canada (Attorney General)*, 2015 ONCA 544; *671122 Ontario Ltd. v. Sagaz Industries Canada Inc.*, 2011 SCC 59.
[78] *671122 Ontario Ltd. v. Sagaz Industries Canada Inc.*, 2011 SCC 59.

assaulted. In the Supreme Court, on the matter of vicarious liability, Chief Justice McLachlin explained that liability is imposed on the theory that the person may properly be held responsible where the risks inherent in his or her enterprise materialize and cause harm, provided that liability is both fair and useful.

[260] She explained that to make out a successful claim for vicarious liability, the plaintiff must demonstrate: (a) that the relationship between the tortfeasor and the person against whom vicarious liability is sought to be imposed is sufficiently close as to make a claim for vicarious liability appropriate; and (b) that the tort is sufficient connected to the tortfeasor's assigned tasks that the tort can be regarded as a materialization of the risks created by the enterprise of the person against whom vicarious liability is to be imposed. The rationale for the imposition of vicarious liability is that if an enterprise creates a risk and that risk materializes and causes injury, it is fair that the person or organization that creates the enterprise and hence the risk should bear the loss.

[261] In the immediate case, it would appear that the individual teams and the leagues could be vicariously liable for misdeeds perpetrated by their players, coaches, staff, servants, employees, and agents, and thus subject to one major caveat, the cause of action criterion could be satisfied for vicarious liability on a team-by-team basis.

[262] The caveat is that it as individuals, the putative Class Members have claims for vicarious liability as against the team for whom they were a player and that if they were to pursue the claim, they would have to identify the person for whom the defendant is vicariously liable.

[263] In the immediate case, there is an adequately pleaded claim of vicarious liability and some basis in fact for discrete claims of vicarious liability by the putative Class Members as against the teams that recruited them as players. It is certainly arguable in the immediate case that the enterprises of the individual teams and the enterprise of the associated league should be held responsible for the culture of violence that the nurtured.

[264] The cause of action criterion would or could have been satisfied as against the 60 teams and the WHL, OHL, QMJHL, and CHL -severally- for vicarious liability if the perpetrator of the misdeeds for whom the co-defendants are alleged to be liable were adequately pleaded.

[265] I am, however, also convinced that Messrs. Carcillo, Taylor, and Quirk and the putative Class Members do not have a viable vicarious liability cause of action against the collective of the Defendants.

[266] Therefore, once again, the Plaintiffs' class action – as proposed – including its claim for vicarious liability, does not satisfy the cause of action criterion.

### 4. The Québec Causes of Action

[267] As foreshadowed above, it is my conclusion that Mr. Quirk and the individual putative Class Members who played in the QMJHL satisfy the cause of action criterion with respect to the Québec causes of action. As individuals, the putative Class Members that played for teams in the QMJHL have cause of actions as against the team or teams for whom they were players in Québec.

[268] The *Civil Code of Quebec* creates a general framework for extracontractual liability. A claimant must establish fault, damage, and causation. A person commits a fault by acting in a manner that departs from the conduct of a reasonable, prudent, and diligent person in the same

circumstances.[79]

[269] The question of whether the Defendants as discrete entities severally fell below that standard of conduct and committed an actionable civil fault could have satisfied the cause of action criterion.[80]

[270] The *Québec Charter* protects rights to life, "personal security, inviolability and freedom," and to "the safeguard of his dignity, honour and reputation."[81] Children have the "right to the protection, security and attention that his parents or the persons acting in their stead are capable of providing."[82] The evidence on this motion describes violations of players' freedom, dignity, and inviolability, and failures to protect children. The question of whether the conduct of the Defendants as discrete entities interfered with the rights and freedoms of the players protected by the *Quebec Charter* could have satisfied the cause of action criterion.

[271] The cause of action criterion for breaches of the Québec causes of action would or could have been satisfied as against the teams of QMJHL with and CHL and the QMJHL as co-defendants. However, once again, that is not the class action that is proposed by Mr. Quirk.

[272] Rather, once again, a collective cause of action is being advanced. For the same reasons as applied with respect to the systemic negligence and vicarious liability causes of action, I conclude that the Plaintiffs' class action – as proposed – does not satisfy the cause of action criterion for the Québec causes of action.

## 5. The Collective Liability Causes of Action: Part I

[273] The design and aim of Messrs. Carcillo, Taylor, and Quirk's proposed class action are based on the theory that the members of the group comprised of all the Defendants are collectively, *i.e.,* jointly and severally, liable for what occurred over the 48-year Class Period. There, however, is a very serious design problem in this theory because with a few exceptions, Canadian criminal law and Canadian civil law is based on individual fault and is not based on a collective or group fault.

[274] As a matter of civil procedure, groups can sue be sued. For instance, in the immediate case, Messrs. Carcillo, Taylor, and Quirk could have sued the CHL as the representative defendant for the group comprised of the 60 teams and the three leagues. Quite sensibly, Messrs. Carcillo, Taylor, and Quirk did not do that because the procedural joinder would not have established a collective liability, and the teams and the leagues undoubtedly would have exercised their right to opt out. A procedural joinder of defendants under the *Class Proceedings Act, 1992* does not establish any substantive law collective liability.

[275] Substantive collective liability is quite rare in the civil law, and upon analysis, some apparent examples of situations where the members of a group are liable for the activities of the group can be explained as within the general principle that liability is fault based and personal.

[276] Perhaps the best illustration of this point is the tort of conspiracy – which conspicuously is

[79] *Kosoian v. Société de transport de Montréal,* 2019 SCC 59, [2019] 4 S.C.R. 335, at para. 42, - 58, citing *St. Lawrence Cement Inc. v. Barrette*, 2008 SCC 64, [2008] 3 S.C.R. 392, - 84.
[80] This question is authorized (certified) as a common issue in Québec class actions; see *Dillon c. Wayland Group Corp.*, 2022 QCCS 1553.
[81] *Charter of Human Rights and Freedoms*, C.Q.L.R. c. C-12, ss. 1, 4, 10.
[82] *Charter of Human Rights and Freedoms*, C.Q.L.R. c. C-12, ss. 39.

absent in the immediate case – where the co-conspirators are jointly and severally liable for the damages causes by their conspiracy. Upon analysis, however, this collective liability is based on the personal fault of each conspirator who agrees to join the conspiracy and who actually contributes to the planning, financing, and execution of the conspiracy.

[277] An entity with members can be sued separately from the members. Perhaps the best illustration of this point is an action against an incorporated entity. In the immediate case, the WHL, OHL, QMJHL, and CHL are each incorporated entities with the teams as members, but the action against an incorporated entity, which by incorporation is given the capacity to sue and to be sued, is not an action against the teams that are the members of the incorporated entities. In order to sue the members of an incorporated entity, a plaintiff must be able to pierce the corporate veil, but this prospect is not available in the immediate case.

[278] Unincorporated groups can also be sued, and in the immediate case, Messrs. Carcillo, Taylor, and Quirk are relying on the law of unincorporated groups or associations to establish a collective liability. Rather than summarize their argument, I set it out as it appears in paragraphs 85 to 93 their factum, without the footnote citations:

> 85. The defendants' joint and several liability flows from their choice to collectively operate a league system. As a result of this structure, the Teams that constitute each Member League are jointly and severally liable for that Member League's wrongdoing. The Member Leagues and all of the Teams, which, together, constitute the CHL League, are jointly and severally liable for the CHL League's wrongdoing.
>
> 86. Sound grounds are advanced for the defendants' joint and several liability as a collective, whether an unincorporated association, a partnership, a joint venture, a common enterprise, or in some other form. Irrespective of form, as detailed in the claim, the Leagues are a collective enterprise. Neither the number of individual defendants nor their corporate form alters their collective liability.
>
> 87. As recognized for other sports associations, including the NHL, the Leagues' collective structure is best understood as an unincorporated association:
>
> > [T]wo or more persons bound together for one or more common purposes, not being business purposes, by mutual undertakings, each having mutual duties and obligations, in an organisation which has rules which identify in whom control of it and its funds rests and on what terms and which can be joined or left at will.
> >
> > Unincorporated associations look like independent entities but are, in reality, collectives of members "bound together" by the purposes, undertakings and rules set out in "the terms of their contract, which is the constitution of the association."
>
> 88. These indicia are present in the Leagues' constitutions, which are incorporated by reference into the pleading and reveal the collective identity and liability of the Teams as members of unincorporated associations. Through the constitutions, the defendants impose shared responsibilities on one another, and apportion liability to each other. Each constitution:
>
> > (a) Describes the specific, common, non-business purposes of the League;
> >
> > (b) Sets out detailed conditions for membership in the League, including conditions for the transfer, withdrawal or termination of membership;
> >
> > (c) Creates rights and duties for each Member, beyond governance, in that Member's own operations and activities, including protecting players; and

> (d) Provides procedures for discipline, applicable to the Member or its players and staff, for failing in these responsibilities and duties.

Under the Member Leagues' constitutions, when ownership of a Team is transferred, the new owners assume or guarantee the liabilities of the prior owners, without limitation.

89. As detailed in the claim, the Teams and Leagues are inextricably intertwined in jointly operating a hockey league:

> (a) Each Team is bound by the constitutions of its Member League and the CHL League and, with its players and staff, can be sanctioned by either League;
>
> (b) The Teams are collectively responsible, as constituting their Member Leagues and the CHL League, for creating and implementing abuse policies; and
>
> (c) Each Member Leagues is bound by the CHL League's constitution and can be directed to change its "rules of play, equipment, or other standards" in directions that "if necessary, supersede" policies of the Member Leagues.

On these facts, the Leagues operate as a "multi-level association", with internal relationships, between the Member Leagues and the CHL League, "analogous to the relationship between individual members and an association."

90. The existence of a corporation in the name of an unincorporated association does not "supplant the association" or "displace the association relationship." The OHL Constitution distinguishes between the association and its corporation. While corporations have been created in the Leagues' names, the facts pleaded show that association relationships persist in each League and form the true core of each League's activity, particularly, as set out below, in relation to player safety.

91. An action against an unincorporated association is properly brought against all of the association's members. The unincorporated association's liability is defined by ordinary principles of contract, agency or trusts, and is determined through the association's constitution. Where the constitution does not delegate responsibility to an executive committee, or where it provides that the members are, collectively, responsible, the members are collectively liable for the association's failures.

92. The defendants are jointly and severally liable for the Leagues' decades-long systemic failure to protect young players. The CHL League constitution requires all sixty Teams, together, to create regulations – the official CHL Regulations – that ensure players are provided with a "safe and high-quality environment". The Member Leagues constitutions render the Teams, through the Boards of Governors, collectively responsible for adopting player safety policies that all the Teams must follow. Each Governor votes on behalf of his Team and promotes its interests. These provisions provide all of the defendants the "appropriate authority" for collective liability.

93. On the plaintiffs' theory, supported by pleaded facts, the defendants, as members of unincorporated associations, are jointly and severally liable for the Leagues. Section 5(1)(a) is satisfied: it is not "plain and obvious" that this allegation will fail. Nonetheless, joint and several liability may also be made out on the pleading that the Leagues' are joint ventures, partnerships, or common enterprises.

[279] The Defendants' counterargument - with which I agree - is set out in paragraphs 132-142 of their certification factum as follows, without footnote citations:

> 132. The plaintiffs argue that the defendants are collectively liable because they are members of an "unincorporated association". This novel—and plainly wrong—approach to imputing joint liability does not save any of the deficiently pleaded causes of action, or permit claims against all defendants where no claim is otherwise pleaded.

133. On its own, classification of a group of legal entities as an unincorporated association has no legal consequence. As the textbook frequently cited by the plaintiffs, *The Law of Unincorporated Associations in Canada* by Stephen Aylward recognizes on its first page, "[s]trictly speaking, unincorporated associations do not exist in the eyes of the law".

134. The plaintiffs misuse the existence of the Leagues to attempt to legally fuse the variable defendants into a single entity. Membership in an unincorporated association is not a basis for joint liability. None of the authorities cited by the plaintiffs provide that members of an unincorporated association are collectively liable. To the contrary, the plaintiffs cite:

> a. section 7.4 of Aylward, which states that officers, employees, and members of an unincorporated association are personally liable for wrongs that they commit in the course of carrying out association affairs but says nothing about members being collectively liable; and
>
> b. the English case of *Davies v Barnes Webster & Sons Ltd (Davies)*, which speculates that a club (i.e., unincorporated association) member could be liable for a club's contractual arrangements if the member gave the necessary authority for the contractual relationship but it also states that "[a] member of a club is *prima facie* not liable for more than his or her subscriptions or other dues".

135. Liability in the context of an unincorporated association depends on either personal participation in misconduct or personal authorization of misconduct. As stated in *London Assn v Greenlands, Ltd.* (*Greenlands*), "[i]f liabilities are to be fastened on any member of such an associations [sic] it must be by reason of the acts of those members themselves, or by reason of the acts of their agents".

136. Despite these authorities, the plaintiffs identify no participation by the Teams in any of the variable alleged defendant "CHL League" or "Member League" misconduct.

137. Nor do the plaintiffs plead material facts establishing agency. As noted in *Greenlands*, "agency must be made out by the person who relies on it, for none is implied by the mere fact of association". Aylward notes that "the rights and duties of the members of an unincorporated association are entirely a matter of contract between them". Nothing in the constating documents establishes that the Teams are agents of each other or the association (or vice versa).

138. The plaintiffs cite indemnity provisions in the Leagues' varying constating documents, but those provisions are irrelevant. Except for in the WHL's constating documents, those provisions pertain to indemnification of officers, directors, members of the executive council, and other individuals (who are not defendants). The WHL Constitution expressly provides that member liability is limited to league losses resulting from "the acts of the Member". The OHL Articles contemplate that members pay certain dues (beyond which they are not responsible, per Davies) for League liabilities, not that members are collectively liable.

139. Far from even potentially establishing collective liability of members, the constating documents impose responsibility for League decisions on non-Team entities. The Teams do not "operate" the Leagues as the plaintiffs argue. Rather, consistent with Aylward's statement that the proper defendants for association misconduct are executive committee members, League level decisions are handled by distinct director and management positions.

[280] There is an enormous body of case law involving actions against unincorporated associations or groups. I agree with the Defendants in the immediate case, that this case law is not helpful to the Plaintiffs and rather stands against the theory of collective liability being advanced by Messrs. Carcillo, Taylor, and Quirk in the immediate case.

[281] An examination of this case law reveals that there are many cases where the members of

the unincorporated association sue the association, typically for being wrongfully disciplined or expelled from the association. These internal cases can be explained as a matter of the law of contract. If there is an internal dispute among the members of an incorporated association, it may be necessary that all the members be parties to any ensuing litigation. Since the unincorporated association, as such, is not a legal entity, the relationship between its members is not between them and their organization or group but there may be a matrix of contractual or property relationships among the membership.[83]

[282] The contract cases of internecine disputes amongst the members of an unincorporated association do not assist the Plaintiffs in the immediate case because the putative Class Members are not themselves members of the WHL OHL, QMJHL, or CHL nor are they members of the sixty teams. The Class Members in the immediate case are in essence employees of the sixty teams and the putative Class Members to not own or control or have a personal legal interest in the teams.

[283] The putative Class Members do have contracts with a team or league but that contractual claim – which is not being advanced in the immediate case – does not ground a collective liability of the other leagues or the other teams across the country.

[284] Insofar as the putative Class Members are concerned and insofar as their theory of collective liability is concerned, they are not members of the teams or the leagues; they are third parties making a claim against a notional unincorporated association.

[285] I say a notional unincorporated association because it is entirely the conceit of Messrs. Carcillo, Taylor, and Quirk that all of the defendants are an unincorporated association. The proposed first common issue is in furtherance of the Plaintiffs' conceit because there is nothing apparent as there would be for a genuine unincorporated association that actually associates the members together. In the immediate case, the teams are members of the CHL, but the CHL is an incorporated entity not an unincorporated association except in the legal imagination of the Plaintiffs.

[286] An unincorporated association does not have capacity to sue or be sued absent legislation providing otherwise, either expressly or by implication. The absence of legal status for an unincorporated association means that any actions by or against unincorporated associations must be by or against those individual members of the unincorporated association who as a matter of the substantive law of tort, contract, agency or trust or who by statute have acquired legal rights or obligations to the claimants; actions involving an unincorporated association must be brought in the name of the members involved, either personally or in a representative capacity. [84]

[287] As noted by Lord Parker in *London Association v. Greenlands, Limited*:[85]

[83] *Orchard v. Tunney*, [1957] S.C.R. 436; *Astgen v. Smith*, [1970] 1 O.R. 129 (C.A.).
[84] *Canadian Reform Conservative Alliance Party Portage-Lisgar Constituency Assn. v. Harms*, 2003 MBCA 112 at para. 22; *International Association of Science and Technology for Development v. Hamza*, 1995 ABCA 9; *Re Cummings and Ontario Minor Hockey Association* (1979), 26 O.R. (2d) 7 (C.A.); *Ladies of the Sacred Heart v. Armstrong's Point Association* (1961), 36 W.W.R. 364 (Man. C.A.). *Canada Morning News Co. v. Thompson*, [1930] S.C.R. 338 at 342; *Taff Vale Railway Co. v. Amalgamated Society of Railway Servants*, [1901] A.C. 426 (P.C.).
[85] [1916] 2 A.C. 15 at p. 39 (H.L.). See also: *S. (G.) v. Canada (Attorney General)*, 2001 SKQB 427 *Toews v. Isaac*, [1929] 1 W.W.R. 817 (Man. C.A.)

> If liabilities are to be fastened on any members of such an association, it must be by reason of the acts of those members themselves, or by reason of the acts of their agents; and the agency must be made out by the person who relies on it, for none is implied by the mere fact of association.

[288] For present purposes, the legal point to emphasize is that the individual members of the unincorporated association are not liable unless as individuals they would be liable under the substantive law.

[289] In the immediate case, there is no substantive tort or statutory tort against the sixty teams, the WHL, the OHL, the QMJHL, and the CHL as individual members of an unincorporated association. The only substantive tort that might have been available is the tort of conspiracy – which is an intentional tort - but that tort was not pleaded - and had it been pleaded, the evidence on this certification motion does not reveal some basis in fact that the 60 teams intentionally conspired to harm the putative Class Members.

[290] Before moving on to review more particularly, Messrs. Carcillo, Taylor, and Quirk's pleadings of a collective liability in the immediate case, I return to the matter of piercing the corporate veils of the WHL, OHL, QMJHL, and CHL, which are corporate entities.

[291] The corporate veil may be pierced when the corporation is incorporated for an illegal, fraudulent or improper purpose, or where respecting the separate legal personality of the corporation would be flagrantly unjust.[86] The separate existence of a corporation may be ignored when the corporation is under the complete control of the shareholder and its existence is being used as a means to insulate the shareholder from responsibility from fraudulent or illegal conduct.[87] There is no stand-alone just and equitable standard for piercing the corporate veil, and it is important that courts be rigorous in enforcing the principle that, absent extraordinary circumstances, a corporation is a separate legal entity distinct from its shareholders and from its subsidiary corporations[88].

[292] In order to pierce the corporate veil, two factors must be established: (1) the alter ego must exercise complete control over the corporation or corporations whose separate legal identity is to be ignored; and (2) the corporation or corporations whose separate legal identity is to be ignored must be instruments of fraud or a mechanism to shield the alter ego from its liability for illegal activity.[89]

[293] In the immediate case, it is plain and obvious that the circumstances for piercing the

[86] *6071376 Canada Inc. v. 3966305 Canada Inc.*, 2019 ONSC 3947; *Mitchell v. Lewis*, 2016 ONCA 903; *Shoppers Drug Mart Inc. v. 6470360 Canada Inc. (c.o.b. Energyshop Consulting Inc./Powerhouse Energy Management Inc.)*, 2014 ONCA 85, rev'g 2012 ONSC 5167; *Parkland Plumbing & Heating Ltd. v. Minaki Lodge Resort 2002 Inc.*, 2009 ONCA 256 at paras. 49–54; *642947 Ontario Ltd. v. Fleischer* (2001), 56 O.R. (3d) 417 (C.A.); *Transamerica Life Insurance Co. of Canada v. Canada Life Assurance Co.* (1996), 28 O.R. (3d) 423 (Gen. Div.), aff'd [1997] O.J. 3754 (C.A.); *Kosmopoulos v. Constitution Insurance Co. of Canada*, [1987] 1 S.C.R. 2; *Clarkson Co. v. Zhelka*, [1967] 2 O.R. 565 (H.C.J.).

[87] *Mitchell v. Lewis*, 2016 ONCA 903; *Shoppers Drug Mart Inc. v. 6470360 Canada Inc. (c.o.b. Energyshop Consulting Inc./Powerhouse Energy Management Inc.)*, 2014 ONCA 85, rev'g 2012 ONSC 5167; *Transamerica Life Insurance Co. of Canada v. Canada Life Assurance Co.* (1996), 28 O.R. (3d) 423 (Gen. Div.), aff'd [1997] O.J. 3754 (C.A.); *Alumimun Co. of Canada v. Toronto (City)*, [1944] S.C.R. 267.

[88] *Yaiguaje v. Chevron Corp.*, 2018 ONCA 472.

[89] *Choc v. Hudbay Minerals Inc.*, 2013 ONSC 1414; *Parkland Plumbing & Heating Ltd. v. Minaki Lodge Resort 2002 Inc.*, 2009 ONCA 256 at paras. 49–54; *Haskett v. Equifax Canada Inc.*, [2003] O.J. No. 771(C.A.);*Transamerica Life Insurance Co. v. Canada Life Assurance Co.* (1996), 28 O.R. (3d) 423 (Gen. Div.), aff'd [1997] O.J. No. 3754 (C.A.); *Gregorio v. Intrans-Corp.* (1994), 18 O.R. (3d) 527 (C.A.).

corporate veil do not exist. Messrs. Carcillo, Taylor, and Quirk and the putative Class Members have claims against the corporate entities, but they do not have a basis to pierce the corporate veil of the WHL, OHL, QMJHL, CHL, or the 60 teams.

## 6. The Collective Liability Causes of Action: Part II

[294] In this section of my Reasons for Discussion, I discuss more specifically the cause of action upon which Messrs. Carcillo, Taylor, and Quirk have actually designed their class action.

[295] The fundamental critical premise of their proposed class action is that the cause of action criterion is satisfied for a collective liability against all of the Defendants. As foreshadowed throughout these Reasons for Decision, although as against individual defendants, Messrs. Carcillo, Taylor, and Quirk have causes of action for systemic negligence, vicarious liability, and breach of the Québec statutes; however, as explained in Part I above and for the additional reasons that follow in this Part II and in Part III, they do not have any causes of action against the teams and the leagues as a collective.

[296] Messrs. Carcillo, Taylor, and Quirk allege that the CHL, the WHL, the OHL, the QMJHL, and the 60 teams of the CHL taken together are jointly and severally liable for the misconduct of any team. They Plaintiffs plead in paragraphs 9 -10 of the Fresh as Amended Statement of Claim:

> 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.
>
> […]
>
> 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.

[297] The Defendants, all of them, assert that there is no basis for any collective liability. In paragraph 2 of their Reply Factum (Ragoonanan Motion), the Defendants state:.

> 2. While the plaintiffs acknowledge that the defendants are separately constituted legal entities with independent operations, they argue that each of the differently situated defendants may be "collectively" liable for alleged "collective" failures of the other defendants because of their "association" through sports leagues (the Collective Liability Theory). That argument, which amounts to a theory of joint liability through concerted action, cannot be sustained here:

> a. The plaintiffs plead no (and there was no) "concerted unlawful action" as needed to ground the Collective Liability Theory.
>
> b. Whatever generalizations the plaintiffs may offer about legal relationships among competing amateur sports teams, it is plain and obvious that those relationships do not result in joint liability at law. The plaintiffs allege no basis for imposing liability on the Moving Defendants for alleged League-level misconduct. The Leagues' constating documents specifically acknowledge that the Leagues are distinct corporations and provide no contractual basis for "collective" liability. Liability for any League-level misconduct can only attach to the League corporations.
>
> […]
>
> d. With no allegation of misconduct by the Moving Defendants, no dispute that the Ragoonanan principle applies, and no basis for imposing "collective" liability, it is plain and obvious that the claim against the Moving Defendants is bound to fail under Ragoonanan.

[298] I agree with the Defendants that there is nothing in the constitutions of the WHL, OHL, QMJHL that makes one hockey team the agent of another hockey team. The CHL, the WHL, OHL, and QMJHL and the 60 teams are separate and independent legal entities with their own governance structures and constating documents. Nothing in the constating documents establishes any intention by the hockey teams to share liability for another team's wrongdoing. Thus, the matter to address is whether there is any other basis for a collective liability in the circumstances of the immediate case.

[299] It is useful at this point in the analysis of the cause of action criterion for collective liability to examine the Supreme Court of Canada's decision in *Fullowka v. Royal Oak Ventures Inc.*,[90] which has an abundance of lessons for the immediate case.

[300] The facts of the *Fullowka* case were that in 1992, Royal Oak Mines Inc. owned a gold mine in Yellowknife, Northwest Territories. In the summer of 1992, Royal Oaks entered into a tentative collective bargaining agreement with Local 4 of the Canadian Association of Smelter and Allied Workers ("CASAW National").[91] However, CASAW Local 4's members rejected the tentative agreement. A very violent strike began, with the violence intensifying when Royal Oaks continued operating the mine during the strike. Unable to control the situation, Royal Oak hired Pinkerton's for security services. But the violence continued and escalated. There were numerous alarming incidents, including a riot. Royal Oak fired forty strikers including one Roger Warren. More violence followed. One Timothy Bettger illegally entered the mine, and he stole explosives, and over the summer, he set two explosions on the mine site, but no one was injured. Near the end of the summer, Mr. Warren evaded security, and he surreptitiously entered the mine. He set an explosive device that, as he intended, was detonated by a trip wire. Nine miners died. The territorial government ordered the mine shut down. Mr. Bettger was found guilty of variety of crimes and was sentenced to three years in jail. Mr. Warren was convicted of nine counts of murder, and he was sentenced to life in prison. The strike ended after eighteen months, but the mine ceased operations in 1994.

[90] 2010 SCC 5.

[91] In July of 1994, after the events that gave rise to the action, CASAW National amalgamated with the National Automobile, Aerospace, Transportation and General Workers Union of Canada ("CAW National").and CASAW Local 4 became CAW Local 4. For the purposes of the narrative, I shall ignore the changes of name.

[301] The families of the nine murdered miners and another worker, James O'Neil, who had came upon the carnage of the nine workers and who had suffered post traumatic distress syndrome commenced actions. They sued Royal Oaks, Pinkertons, and the territorial government for negligence in failing to prevent the murders. They also sued CASAW, CASAW Local 4, some union officials, and some union members for direct or vicarious responsibility for the murders. The claims against Royal Oaks settled. The two actions were tried together. Justice Lutz found all the defendants liable.[92]

[302] The Court of Appeal for the Northwest Territories reversed Justice Lutz's decision.[93] For somewhat different reasons than the Court of Appeal, the Supreme Court of Canada in a unanimous decision upheld the dismissal of the actions. The decision was written by Justice Cromwell (Chief Justice McLachlin, and Justices Binnie, LeBel, Deschamps, Fish, Abella, Charron, and Rothstein concurring). For the present purposes of discussing the matter of collective liability, it is the Supreme Court's reasoning for dismissing the claims against Pinkertons, the territorial government, and CASAW National that is pertinent.

[303] The North West Territories Court of Appeal had dismissed the action as against Pinkertons and the territorial government because it concluded that they respectively had no duty of care to the plaintiffs to prevent the murders and if there was a duty of care, the duty was negated by a variety of policy considerations, including the general principles that tort liability is fault based and personal; therefore, some exceptional reason should be shown for making one person responsible for the torts of another.

[304] Justice Cromwell disagreed with the NWT Court of Appeal in part. Disagreeing with the NWT Court of Appeal, he concluded that Pinkertons and the government had a duty of care; however, the duty had not been breached and, therefore, for different reasons, the Court of Appeal was correct in dismissing the claim. Justice Cromwell agreed with the NWT Court of Appeal that the claim against CASAW National should be dismissed.

[305] For the purposes of the immediate class action, the first lesson from the *Fullowka* case is that it is supportive that an individual hockey player and putative Class Member has a viable cause of action against: (a) the team whose player, coach, employee, *etc*. perpetrated the hazing, bullying, harassment, or assault, (b) the league of that team; and (c) the CHL for systemic negligence, vicarious liability, and or breach of the Québec statutes.

[306] The second lesson from the *Fullowka* case is the subtle but important point that Justice Cromwell did not dispute the correctness of the principles that that tort liability is fault based and personal and some exceptional reason should be shown for making one person responsible for the torts of another. He embraced that principle, but he found that the Pinkertons' and the government had not breached their personal duties. He stated at paragraphs 59 and 60 of his judgment:

> 59. […] The Court of Appeal held that imposing liability here would be contrary to the general principle that "tort liability is personal, and that some exceptional reason should be shown for making one person responsible for the torts of another" (para. 78). It also decided that imposing liability in these circumstances "undermines the general principle that tort liability is fault based, in those cases [like the present one] where the immediate tortfeasor has deliberately evaded the efforts

[92] *Fullowka v. Royal Oak Ventures Inc.* 2004 NWTSC 66 and 2005 NWTSC 60.
[93] *Fullowka v. Royal Oak Ventures Inc. (*sub nom. *Followka v. Pinkerton's of Canada Ltd.) (*sub nom. *Fullowka v. Pinkerton's of Canada Ltd.)*, 2008 NWTCA 4 and 2008 NWTCA 9.

> of the ancillary tortfeasor" (para. 78). These lines of reasoning, in my view, are premised on the Court of Appeal's mischaracterization of the basis of the appellants' claims.
>
> 60. The Court of Appeal described the appellants' claims as attempts to hold "one person responsible for the acts of someone else" (para. 78). This may be a convenient, short way of describing the claims. However, as I discussed earlier, it is not an accurate description of the appellants' claims against Pinkerton's and the government. The appellants seek to have these parties held responsible for their own negligence, not for the fault of others. Holding them liable for their own negligence does not undermine the general principles that tort liability is personal and fault based. These first two policy considerations, therefore, have little to do with the claims advanced in this case.

[307] Applying the second lesson to the circumstances of the immediate case, the message is that insofar as a cause of action is brought by a putative Class Member against a collective of 60 teams and four leagues, there are 59 teams and two leagues that are being sued for the acts of someone else.

[308] Thus, if tort liability is personal and fault based, what is the exceptional reason that would justify making the 59 teams responsible for the torts of another team? In the immediate case, no fault based rationale is provided apart from the conceit that there is an unincorporated association. Thus, it remains to be determined how there can be a fault based cause of action against these fifty-nine teams and two leagues, which are discrete legal entities.

[309] For the purposes of the immediate class action, the third lesson from the Fullowka case is that the claim against CASAW National was dismissed because the plaintiffs could not connect CASAW National with the wrongdoing. The trial judge had concluded that CASAW National and CASAW Local 4 were a "two-tiered structure of one entity." The NWT Court of Appeal and the Supreme Court of Canada disagreed. A union and its local are discreet and separate legal entities. Therefore, Justice Cromwell at paragraph 134 of his decision for the Court concluded that the liability of CASAW National "may only be sustained on the basis of its own acts or on the principles of joint and vicarious liability." Here is the principle of fault based liability and no liability by association writ large.

[310] Applying the second and third lessons to the circumstances of the immediate case, the message is that insofar as a cause of action is brought by a putative Class Member against a collective of 60 teams and four leagues, there are 59 teams and two leagues against whom it is plain and obvious that there is no viable cause of action. This follows because the 59 teams and two leagues are separate suable legal entities that were not the perpetrators of the systemic negligence, vicarious liability, or breach of the Québec statutes. Tort liability is personal and fault based and there is no exceptional reason that would justify making the fifty-nine teams responsible for the torts of another team.

[311] In the last regard, as was the case with CASAW National, which was not vicariously liable for Messrs. Warren's and Bettger's torts or for the wrongdoings of the striking members of Local 4, there are fifty nine teams and two leagues that: (a) did not control the activities of the employees etc. of the sixtieth team; (b) did not incite or instigate the sixtieth team to harm the putative Class Member; (c) did not conspire with sixtieth team to harm the putative Class Member; and (d) did not engage in any concerted action to harm the particular putative Class Member. Granted that the fifty nine teams are associated in the sense that they have a relationship one with the other, but there is no legal basis for guilt by association.

[312] There is a fourth lesson to be learned from the *Fullowka* case that is relevant to the

immediate class action. This lesson is not a matter that was directly discussed by Justice Cromwell and is rather an unspoken point.

[313] The implicit point is that although the plaintiffs sued CASAW National and Local 4, for good practical and legal reasons, the plaintiffs never sued the rank and file members of CASAW Local 4. Practically speaking, the rank and file members were likely judgment proof, but, legally speaking, unless a rank and file member actually committed a tortious wrong, he would not be liable simply because he was a member of Local 4. Applying the fourth lesson to the circumstances of the immediate case, the message once again is that if an action is brought against a team of the CHL, the other teams of the CHL are not liable simply because there are members of the CHL.

[314] The ultimate lessons from *Fullowka v. Royal Oak Ventures Inc.* are: (a) Mr. Carcillo can only be a representative plaintiff for Class Members with claims against the Sarnia Sting, the Mississauga IceDogs, the OHL and the CHL; (b) Mr. Taylor can only be a representative plaintiff for Class Members with claims against the Lethbridge Hurricanes, the Prince Albert Raiders, the WHL and the CHL; and (c) Mr. Quirk can only be a representative plaintiff for Class Members with claims against the Moncton Alpines, the Halifax Mooseheads, the QMJHL, and the CHL.

[315] For the above reasons, I conclude that there are no collective causes of action against the Defendants, i.e., the Plaintiffs' proposed class action as it actually is advanced or proposed does not satisfy the cause of action criterion.

## 7. The Collective Liability Causes of Action: Part III

[316] The discussion of collective liability for systemic negligence, vicarious liability, and breach of the Québec causes of action, may conclude with an analogy ripped from the headlines. Sadly, misconduct of the type attributed to the seventy-eight Defendants in the immediate case have been known to occur in high school and college sports.

[317] Men's university hockey is organized by U Sports, Canada's governing body for university athletics. "U Sports Hockey" was founded in 1961 and was then known as the "Canadian Intercollegiate Athletic Union ("CIAU") Men's Ice Hockey". At present, there are thirty-five university teams that compete for a national championship under the organization of U Sports Hockey. The competitor teams for the U Sports Hockey championship come from three leagues. There are nine teams from "Canada West Universities Athletic Association" (CWUAA").[94] There are nineteen teams from "Ontario University Athletics" ("OUA").[95] There are seven teams from "Atlantic University Sport" ("AUS").[96] As noted above, some of the hockey players that testified in the immediate case also played for hockey teams when they attended university.

[318] By way of analogy to the immediate case, if an incident of the "abuse" occurred at one or more Canadian university hockey teams, all of which are part of the Canadian hockey culture, then applying the theory of the immediate case, there are thirty-five more hockey teams and four more

[94] Alberta Golden Bears, Calgary Dinos, MacEwan Griffins, Manitoba Bisons, Mount Royal Cougars, Regina Cougars, Saskatchewan Huskies, Trinity Western Spartans, UBC Thunderbirds.
[95] Brock Badgers, Carleton Ravens, Concordia Stingers, Guelph Gryphons, Lakehead Thunderwolves, McGill Redbirds, Nipissing Lakers, Ontario Tech Ridgebacks, Ottawa Gee-Gees, Queen's Golden Gaels, RMC Paladins, TMU Bold (formerly Ryerson Rams), Toronto Varsity Blues, UQTR Patriotes, Waterloo Warriors, Western Mustangs, Wilfrid Laurier Golden Hawks, Windsor Lancers, York Lions.
[96] Acadia Axemen, Dalhousie Tigers, Moncton Aigles Bleus, St. Francis Xavier X-Men, Saint Mary's Huskies, UNB Reds, UPEI Panthers

leagues that should collectively be liable for the "abuse" notwithstanding that they had no role in the incident of the "abuse".

[319] Advancing the theory of the immediate case, it would be easy enough to allege that the universities and the four leagues, which have their own legal entities and legal autonomies, form an unincorporated association since the teams compete for the same championship organized by an organization of which they are members.

[320] By way of analogy to the immediate case, as a legal matter, the alleged unincorporated association of university hockey teams does not exist, but its members could be sued as surrogates for the unincorporated association. It would be easy to sue that unincorporated association by joining all thirty-nine of its posited members.

[321] But here's the rub, the lawsuit against the collective of university teams and leagues will not succeed against an individual university team unless, it is independently culpable, which is to say it participated in or was complicit in the wrongdoing alleged to have been committed by the unincorporated association. In this analogy, if a university was not a participant or complicit in the "abuse," the action as against it would be dismissed whatever the outcome of the action as against the universities and leagues that participated or were complicit in the wrongdoing. There is guilt by fault; there is no guilt by association.

[322] The immediate lawsuit is about egregious harms perpetrated on children and the persons or entities at fault should be punished, but even children know and in their heart Messrs. Carcillo, Taylor, and Quirk in their noble pursuit of cleaning hockey must know it is wrong and fundamentally unjust to punish teams for something that somebody else did as it would be to sue one university for the very bad behaviour that happened at another university.

## 8. American Law

[323] While raised by the Defendants as a preferable procedure issue, it is convenient to deal with the matter of the application of foreign law as a part of the discussion of the analysis of the cause of action criterion.

[324] There are five U.S.-based teams in the WHL; namely: Everett Silvertips, the Portland Winterhawks, Seattle Thunderbirds, Spokane Chief, and Tri-City Americans. There are three U.S.-based teams in the OHL; namely: Erie Otters, Flint Firebirds, and Saginaw Spirit.

[325] The Defendants argue that foreign law would govern the claims against the five American teams in the WHL and the three American teams of the OHL and that it is preferable that American law be decided by an American court. The Defendants point out that each of the American states will have its own statutory and common law and limitation period regimes that differ from the law applicable in Ontario.

[326] The Defendants refer to my decision in *Berg v. Canadian Hockey League,*[97] where I held that there was considerable merit to the argument that the claims involving the American teams preferably should be resolved by American courts in accordance with the policies and principles of their employment law statutes.

[327] For present purposes, the first point to note about *Berg v. Canadian Hockey League*, the

[97] *Berg v. Canadian Hockey League*, 2017 ONSC 2608, var'd 2019 ONSC 2106 (Div. Ct.).

issue of applicable law was dealt with as preferable procedure law. The Ontario court has the jurisdiction to apply American law if it appropriate to do so as a matter of the law governing choice of law.

[328] In *Berg*, the whole case depending upon a major public policy issue as to whether amateur athletes are employees or within some exception for employee status. In the immediate case, at this early juncture of the proceeding, it is unknown the extent to which American law will be a choice of law issue, and it is unknown whether the choice of law will make much difference to the Plaintiffs' causes of action assuming that they were certifiable.

[329] As it is, I am not certifying the causes of action for the proposed class action, which I also am not certifying for other reasons. In short, the matter of the application of American law or Québec law for that matter can be sorted out as an aspect of settling the Individual Issues protocol that I shall discuss near the conclusion of these Reasons for Decision.

## K. Identifiable Class Criterion

### 1. General Principles

[330] The second certification criterion is the identifiable class criterion. The definition of an identifiable class serves three purposes: (1) it identifies the persons who have a potential claim against the defendant; (2) it defines the parameters of the lawsuit so as to identify those persons bound by the result of the action; and (3) it describes who is entitled to notice.[98]

[331] In defining the persons who have a potential claim against the defendant, there must be a rational relationship between the class, the cause of action, and the common issues, and the class must not be unnecessarily broad or over-inclusive.[99] An over-inclusive class definition binds persons who ought not to be bound by judgment or by settlement, be that judgment or settlement favourable or unfavourable.[100] The rationale for avoiding over-inclusiveness is to ensure that litigation is confined to the parties joined by the claims and the common issues that arise.[101] A proposed class definition, however, is not overbroad because it may include persons who ultimately will not have a successful claim against the defendants.[102]

[332] The class must also not be unnecessarily narrow or under-inclusive. A class should not be defined wider than necessary, and where the class could be defined more narrowly, the court should either disallow certification or allow certification on condition that the definition of the class be amended.[103]

[98] *Bywater v. Toronto Transit Commission*, [1998] O.J. No. 4913 (Gen. Div.).
[99] *Pearson v. Inco Ltd.* (2006), 78 O.R. (3d) 641 at para. 57 (CA), rev'g [2004] O.J. No. 317 (Div. Ct.), which had aff'd [2002] O.J. No. 2764 (SCJ).
[100] *Robinson v. Medtronic Inc*., [2009] O.J. No. 4366 at paras. 121-146 (SCJ).
[101] *Frohlinger v. Nortel Networks Corporation,* [2007] O.J. No. 148 at para. 22 (SCJ).
[102] *Silver v. Imax Corp*., [2009] O.J. No. 5585 at para. 103-107 (SCJ) at para. 103-107, leave to appeal to Div. Ct. refused 2011 ONSC 1035 (Div. Ct.); *Boulanger v. Johnson & Johnson Corp*., [2007] O.J. No. 179 at para. 22 (SCJ), leave to appeal ref'd [2007] O.J. No. 1991 (Div. Ct.); *Ragoonanan v. Imperial Tobacco Inc.* (2005), 78 O.R. (3d) 98 (S.C.J.), leave to appeal ref'd [2008] O.J. No. 1644 (Div. Ct.); *Bywater v. Toronto Transit Commission*, [1998] O.J. No. 4913 at para. 10 (Gen. Div.).
[103] *Fehringer v. Sun Media Corp*., [2002] O.J. No. 4110 at paras. 12-13 (SCJ), aff'd [2003] O.J. No. 3918 (Div. Ct.); *Hollick v. Toronto (City)*, 2001 SCC 68 at para. 21.

## 2. Discussion and Analysis – Identifiable Class Criterion

[333] Messrs. Carcillo, Taylor, and Quirk sue on behalf of a class defined as: "all former and current players who claim to have suffered “abuse” while playing in the CHL League between May 8, 1975 and the present.” "Family Class" means "all parents, spouses, siblings, and children of Class Members." The Fresh as Amended Statement of Claim defines “abuse” as follows:

> “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.

[334] The Defendants submit that the class definition in the immediate case fails the class definition criterion because it is vague and indeterminate. The Defendants submit that since the class definition is connected to the identifier of suffering “abuse,” and since abuse is so broadly and vaguely defined, it provides no boundaries, and thus the Defendants submit that the class definition becomes a subjective and not an objective identifier of class membership.

[335] Further, the Defendants submit that the problems of indeterminacy are exacerbated by the almost five decades long Class Period.

[336] Further still, the Defendants submit that the problems of the class definition are irreparable and in particular there is no solution by amending the definition to insert a “claims limiter,” which as far as Ontario jurisprudence is concerned, have been found to be unacceptable because they are subjective, and unacceptable merits-based identifiers.

[337] Messrs. Carcillo, Taylor, and Quirk rely on *Rumley v. British Columbia,*[104] and cases following *Rumley* where class action Plaintiffs have used claims-based class definitions; however, the Defendants submit that these cases are not good law in Ontario and the cases are distinguishable because upon analysis, the class definition was not challenged or analyzed in those cases and its propriety was simply assumed or went unexamined.

[338] I agree with the Defendants that in accordance with Ontario law, the proposed class definition in the immediate case is unacceptable, but I do not agree that the problem is irreparable. The solution is to use a definition similar to the one that I approved in *Berg v. Canadian Hockey League*,[105] where the definition stated:

> All players who are members of a team owned and/or operated by one or more of the clubs located in the Province of Ontario (a “team”) or at some point commencing October 17, 2012 and [*date of certification order*], who were members of a team and all players who were members of a team who were under the age of 18 on October 17, 2012 (the “Ontario Class”)

[339] The following definition would be acceptable in the immediate case:

> All former and current players who played in the CHL League between May 8, 1975 and [*date of certification order*].

[340] Assuming that the immediate case were otherwise certifiable, the former and current players who played in the CHL will have no difficulty identifying themselves and deciding from

[104] 2001 SCC 69
[105] 2017 ONSC 2608.

the notice of certification if they wish to participate or opt out of the litigation. That there will be class members without provable claims does not disqualify the class definition. If they do not opt out the court and the parties will have no difficulty determining the extent to which they will be bound by the decisions made at the common issues trial be they favourable or unfavourable.

[341] In other words, this simple definition does not suffer from the problem identified by Justice Cullity in *Ragoonanan v Imperial Tobacco Canada Ltd.*[106] where he observed that a merits-based definition was inherently problematic because a Class Member could disclaim that he or she had a claim as found in the merits-based definition but some other claim that was still alive to be litigated.

[342] I, therefore, conclude that with this simple amendment, the identifiable class criterion is satisfied in the immediate case.

## L. Common Issues Criterion

### 1. General Principles

[343] The third criterion for certification is the common issues criterion. For an issue to be a common issue, it must be a substantial ingredient of each class member's claim and its resolution must be necessary to the resolution of each class member's claim.[107]

[344] The underlying foundation of a common issue is whether its resolution will avoid duplication of fact-finding or legal analysis of an issue that is a substantial ingredient of each class member's claim and thereby facilitate judicial economy and access to justice.[108]

[345] An issue is not a common issue, if its resolution is dependent upon individual findings of fact that would have to be made for each class member.[109] Common issues cannot be dependent upon findings which will have to be made at individual trials, nor can they be based on assumptions that circumvent the necessity for individual inquiries.[110] All members of the class must benefit from the successful prosecution of the action, although not necessarily to the same extent. The answer to a question raised by a common issue for the plaintiff must be capable of extrapolation, in the same manner, to each member of the class.[111]

[346] The common issue criterion presents a low bar.[112] An issue can be a common issue even if

[106] [2005] O.J. No. 4697 (S.C.J.).
[107] *Hollick v. Toronto (City),* 2001 SCC 68 at para. 18.
[108] *Western Canadian Shopping Centres Inc. v. Dutton*, 2001 SCC 46 at paras. 39 and 40.
[109] *Fehringer v. Sun Media Corp*., [2003] O.J. No. 3918 at paras. 3, 6 (Div. Ct.).
[110] *McKenna v. Gammon Gold Inc.*, [2010] O.J. No. 1057 at para. 126 (S.C.J.), leave to appeal granted [2010] O.J. No. 3183 (Div. Ct.), var'd 2011 ONSC 3882 (Div. Ct.); *Nadolny v. Peel (Region)*, [2009] O.J. No. 4006 at paras. 50-52 (S.C.J.); *Collette v. Great Pacific Management Co.*, [2003] B.C.J. No. 529 at para. 51 (B.C.S.C.), var'd on other grounds (2004) 42 B.L.R. (3d) 161 (B.C.C.A.).
[111] *Batten v. Boehringer Ingelheim (Canada) Ltd*., 2017 ONSC 53, aff'd, 2017 ONSC 6098 (Div. Ct.), leave to appeal refused (28 February 2018) (C.A.); *Amyotrophic Lateral Sclerosis Society of Essex County v. Windsor (City),* 2015 ONCA 572 at para. 48; *McCracken v. CNR,* 2012 ONCA 445 at para. 183; *Merck Frosst Canada Ltd. v. Wuttunee*, 2009 SKCA 43 at paras. 145-46 and 160, leave to appeal to S.C.C. refused, [2008] S.C.C.A. No. 512; *Ernewein v. General Motors of Canada Ltd.,* 2005 BCCA 540 (C.A.), leave to appeal to S.C.C. ref'd, [2005] S.C.C.A. No. 545; *Western Canadian Shopping Centres Inc. v. Dutton,* 2001 SCC 46 at para. 40.
[112] *203874 Ontario Ltd. v. Quiznos Canada Restaurant Corp*., [2009] O.J. No. 1874 (Div. Ct.), aff'd [2010] O.J. No. 2683 (C.A.), leave to appeal to S.C.C. refused [2010] S.C.C.A. No. 348; *Cloud v. Canada (Attorney General)*

it makes up a very limited aspect of the liability question and even though many individual issues remain to be decided after its resolution.[113] Even a significant level of individuality does not preclude a finding of commonality.[114]A common issue need not dispose of the litigation; it is sufficient if it is an issue of fact or law common to all claims and its resolution will advance the litigation.[115]

[347] From a factual perspective, the plaintiff must show that there is some basis in fact that: (a) the proposed common issue actually exists; and (b) the proposed issue can be answered in common across the entire class, which is to say that the Plaintiff must adduce some evidence demonstrating that there is a colourable claim or a rational connection between the Class Members and the proposed common issues.[116] The plaintiff must establish some basis in fact for the existence of the common issues in the sense that there is some factual basis for the claims made to which the common issues are connected.[117]

### 2. Discussion and Analysis – Common Issues Criterion

[348] The Class Members proposed 12 common issues. Question 1 is: "What is the nature of the organizations operating as and within Canadian Major Junior Hockey?"

[349] In my opinion, Question 1 is not a proper common issues question because, it assumes or presupposes a commonality that may or may not be found in the answer to the question. Question 1 simply begs for commonality. Question 1 begs for the answer that the nature of the organizations operating within the CHL are a collective in which all the defendants would be jointly and severally liable. For the reasons expressed above, there is no cause of action that supports this common issue that searches for a commonality that cannot be found.

[350] Questions 2, 3, and 4, are the routine negligence common issues that are typically found in a systemic negligence, institutional abuse, action. These questions, however, are not certifiable in the immediate case because the case at bar is not framed as a typical systemic negligence action. Rather, the case at bar is framed as a systemic negligence action against a collective. In the next section of this part of my Reasons for Decision, I will explain why there are no common issues for Messrs. Carcillo, Taylor, and Quirk's type of collective systemic negligence action.

[351] Questions 5 and 6 are routine breach of fiduciary duty common issue questions. They are not certifiable in the immediate case because the cause of action for breach of fiduciary duty does not satisfy the cause of action criterion.

[352] Question 7 concerns the vicarious liability cause of action, and Questions 8 and 9 are the

(2004), 73 O.R. (3d) 401 at para. 52 (C.A.), leave to appeal to the S.C.C. ref'd, [2005] S.C.C.A. No. 50, rev'g (2003), 65 O.R. (3d) 492 (Div. Ct.); *Carom v. Bre-X Minerals Ltd*. (2000), 51 O.R. (3d) 236 at para. 42 (C.A.).

[113] *Cloud v. Canada (Attorney General),* (2004), 73 O.R. (3d) 401 (C.A.), leave to appeal to the S.C.C. ref'd, [2005] S.C.C.A. No. 50, rev'g (2003), 65 O.R. (3d) 492 (Div. Ct.).

[114] *Hodge v. Neinstein*, 2017 ONCA 494 at para. 114; *Pro-Sys Consultants Ltd. v. Microsoft Corporation*, 2013 SCC 57 at para. 112; *Western Canadian Shopping Centres Inc. v. Dutton*, 2001 SCC 46 at para. 54.

[115] *Harrington v. Dow Corning Corp.,* [2000] B.C.J. No. 2237 (C.A.), leave to appeal to S.C.C. ref'd [2001] S.C.C.A. No. 21.

[116] *Jensen v. Samsung Electronics Co. Ltd.*, 2021 FC 1185; *Kuiper v. Cook (Canada) Inc.*, 2020 ONSC 128 (Div. Ct.).

[117] *Simpson v. Facebook, Inc.* 2022 ONSC 1284 at para. 25 (Div. Ct.); *Jensen v. Samsung Electronics Co. Ltd.*, 2021 FC 1185; *Singer v. Schering-Plough Canada Inc.*, 2010 ONSC 42 at para. 140.

common issue for the Québec causes of action. These questions are not certifiable for the same reason that the systemic negligence questions are not certifiable.

[353] Question 10 is the aggregate damages question. For the reasons expressed below, this question is not certifiable.

[354] Questions 11 and 12 are the punitive damages questions. For the reasons expressed below, these questions are not certifiable.

### 3. Common Issues and the Theory of the Plaintiffs' Case

[355] Messrs. Carcillo, Taylor, and Quirk's proposed class action is based on the fundamental premise that the Defendants have a collective liability. However, for the reasons expressed above there is no collective liability. The proposed class action does not involve the common acts or omissions of a collective. There are no certifiable causes of action for a collective liability. It follows that the associated proposed common issue questions are not certifiable. It follows further that the common issues criterion is not satisfied and that the Certification Motion must be dismissed for this reason alone. A class action without common issues is not certifiable.

[356] Although there is more than some basis in fact for concluding that putative Class Members have claims for systemic negligence, vicarious liability, and or breach of the Québec causes of action - against the teams for whom they were players and against the league in which their team was a member - these causes of action exist against discrete Defendants and their respective leagues. Messrs. Carcillo, Taylor, and Quirk's systemic negligence, vicarious liability, or breach of Québec causes of actions proposed class action underpin a proposed class action that is unlike the comparable institutional abuse cases that have been certified. No one system exists here. The systemic negligence against the collective of defendants is not temporally or situationally continuous.

[357] In the immediate case, the common issues in a proposed action against the collective of the Defendants have the appearance of commonality, but given that the bullying, hazing, harassment, and assaults occurred at different times, at different places, by different perpetrators, some of whom arguable may not have been under the control of the defendant team or league, in myriad ways over a half a century, each and every putative Class Member would need to testify as to his personal experience. Given that liability cannot be determined until there are individual trials there is no basis for an aggregate assessment of damages at the common issues trial and a common issues trial would devolve into a series of individual trials.

[358] Given the wide range of offensive conduct by different defendants at different times and places, a common issues trial about the standard of care would not advance the litigation very far and thus the proposed common issues are not genuine common issues because their resolution would be dependent upon individual findings of fact that would have to be made for each Class Member. Another Class Member would not benefit much from the successful prosecution of the common issues stage of the class action. The proposed common issues do not much advance the litigation.

[359] For all the above reasons, my conclusion is that the common issues criterion is not satisfied for the proposed class action.

## 4. The Proposed Common Issue with respect to Aggregate Damages

[360] Pursuant to s. 24 (1)(b) of the *Class Proceedings Act,* for there be a determination of aggregate damages, no question of fact or law other than those relating to the assessment i.e., quantification, of the defendant's monetary liability must remain to be determined in order to establish the defendant's liability. This prerequisite means that a plaintiff must be able to prove all the elements of his or cause of action at the common issues trial to have a common issue about aggregate damages.[118] In the immediate case, none of the certified causes of action will be determined until after individual issues trials. There is no basis for a common issue about aggregate damages.

[361] Messrs. Carcillo, Taylor, and Quirk submit that after finding common liability, a common issues judge could determine a "base amount of damages," to which any player who was abused is entitled, by assuming each abused player suffered only harassment and bullying. This submission immediately falls apart because it is not possible to make a common finding of liability.

[362] The notion of a base amount of damages comes from *Ramdath v. George Brown College,*[119] where the defendant was liable for misrepresentations about an educational course and it could be determined that each class member of a very small class had suffered a minimum amount of damages, and from *Good v. Toronto (Police Services Board)*,[120] where the Plaintiffs successfully argued that there was a basis for the assessment of a general damages based on a sampling of the harm experienced by individual class members and thus a minimum award of damages could be determined.

[363] In *Good v. Toronto (Police Services Board*), the class members were comprised of persons who gathered in downtown Toronto in June 2010 to protest the G20 summit. The protests got out of control and some protestors damaged property. The police responded and approximately 1,000 persons were rounded up, detained, arrested, and taken to a specially constructed detention centre. The conditions at the centre were poor. There were delays, overcrowding and a breakdown in prisoner care. The putative class members sued for false imprisonment, battery, assault, conversion, trespass to chattels, and breaches of the *Canadian Charter of Rights and Freedoms*. The Divisional Court and the Court of Appeal concluded that an aggregate damages claim awarding a base line general damages award for vindication, deterrence, and compensation could be certified. The putative class member's human dignity was manifestly infringed by an assault and battery of which they would have been physically and psychologically aware.

[364] In the immediate case apart from the fact that the preconditions of s. 24 of the *Class Proceedings Act, 1992* are not satisfied, there is no class-wide base line of harm suffered by all the class members. In *Good,* all 1,000 of the class members had the common experience of being rounded up, detained, arrested, and taken to detention centres in contravention of the civil rights guaranteed by the *Charter*. In the immediate case, it is not even known how many putative Class Members have suffered from the alleged misconduct of the Defendants and there is nothing common about the experiences of the putative Class Members as was the case in *Good.*

[118] *Fulawka v Bank of Nova Scotia*, 2012 ONCA 443 at paras. 111-114, 139, leave to appeal ref'd, [2012] SCCA No 326.
[119] 2014 ONSC 3066, aff'd 2015 ONCA 921.
[120] 2016 ONCA 250, aff'g 2014 ONSC 4583 and 2014 ONSC 6115 (Div. Ct.), which rev'd 2013 ONSC 3026 and 2013 ONSC 5086.

### 5. The Proposed Common Issue with respect to Punitive Damages

[365] In 2009, in *Robinson v. Medtronic, Inc.*,[121] I explained that it followed from Justice Binnie's decision in *Whiten v. Pilot Insurance Co.*,[122] the leading case on liability for punitive damages, that an assessment of punitive damages requires an appreciation of: (a) the degree of misconduct; (b) the amount of harm caused; (c) the availability of other remedies; (d) the quantification of compensatory damages; and (e) the adequacy of compensatory damages to achieve the objectives or retribution, deterrence, and denunciation.

[366] These factors identified in *Whiten* must be known to ensure that punitive damages are rational and to ensure that the amount of punitive damages is not greater than necessary to accomplish its purposes. To rationally determine whether punitive damages should be awarded and to determine the quantum of them, the court needs to know the quantum of compensation that otherwise would be awarded to the plaintiff and the class members.

[367] Justice Binnie at paragraph 100 of his judgment stated: "The rationality test applies both to the question of whether an award of punitive damages should be made at all, as well as to the question of quantum." Thus, in *Robinson v. Medtronic Inc.*, I concluded that, generally speaking, when the determination of the defendant's exposure to general and special damages would have to be determined after the individual issues trial, questions about punitive damages were not certifiable for the common issues trial.

[368] Subsequently, however, as I explained in the 2012 case of *Waldman v. Thomson Reuters Corp.*,[123] my approach to punitive damages for the common issues trial changed because I was persuaded that while the legal justification and the quantification of punitive damages might have to await the outcome of individual issues trials, the question of whether the defendant's conduct warranted punitive damages could be certified as a common issue.

[369] I, however, would not employ the approach I adopted in *Waldman* in the immediate case. In the immediate case, I have no doubt that at individual issues trials, a judge might award punitive damages in that individual case but given the wide range of experiences and the extensive list of human and fictional legal persons that are alleged to have been culpable, there is no basis in fact that there is a common issue about punitive damages in the immediate case. While punitive damages may be awarded at the individual issues trial, it is conceivable that the trial judge at a different individual issues trial might conclude that an award of punitive damages is not called for. A defendant's being negligent from failing to prevent monstrous behaviour or being vicariously liable for employing a monster does not necessarily make the defendant a monster.

## M. Preferable Procedure Criterion

### 1. General Principles

[370] Under the *Class Proceedings Act, 1992*, the fourth criterion for certification is the preferable procedure criterion. Preferability captures the ideas of: (a) whether a class proceeding would be an appropriate method of advancing the claims of the class members; and (b) whether a

[121] [2009] O.J. No. 4366 (S.C.J.), aff'd [2010] O.J. No. 3056 (Div. Ct.).
[122] [2002] 1 S.C.R. 595.
[123] 2012 ONSC 1138

class proceeding would be better than other methods such as joinder, test cases, consolidation, and any other means of resolving the dispute.[124]

[371] In *AIC Limited v. Fischer*,[125] the Supreme Court of Canada emphasized that the preferability analysis must be conducted through the lens of judicial economy, behaviour modification, and access to justice. Thus, for a class proceeding to be the preferable procedure for the resolution of the claims of a given class, it must represent a fair, efficient, and manageable procedure that is preferable to any alternative method of resolving the claims.[126] Whether a class proceeding is the preferable procedure is judged by reference to the purposes of access to justice, behaviour modification, and judicial economy and by taking into account the importance of the common issues to the claims as a whole, including the individual issues.[127] To satisfy the preferable procedure criterion, the proposed representative plaintiff must show some basis in fact that the proposed class action would: (a) be a fair, efficient and manageable method of advancing the claim; (b) be preferable to any other reasonably available means of resolving the class members' claims; and (c) facilitate the three principal goals of class proceedings; namely: judicial economy, behaviour modification, and access to justice.[128]

### 2. Discussion and Analysis – Preferable Procedure Criterion

[372] My discussion and analysis of the preferable procedure criterion will have three parts.

[373] First, I will discuss the parties' debate of whether individual actions are preferable to a class action.

[374] Second, in the context of the preferable procedure criterion, I will discuss the advantages and disadvantages of a systemic negligence class action.

[375] Third, I will discuss the matter of the relevance, if any, of the Defendants' assertion that they will bring third party claims for contribution and indemnity against the actual perpetrators of the violence on the individual Class Members who played for their respective teams.

#### (a) Class Actions v. Individual Actions

[376] The parties were *ad idem* that the putative Class Members should have access to justice. The parties were also *ad idem* that the procedural alternatives to achieve access to justice were either: (a) a class action; or (b) individual actions.

[377] As noted above, Messrs. Carcillo, Taylor, and Quirk submit that a class action is the only feasible way to achieve access to justice. For the Plaintiffs, a class action is the only route to access to justice, behaviour modification, and judicial economy. In paragraphs 151-155 of their Certification Factum, the Plaintiffs state:

[124] *Markson v. MBNA Canada Bank,* 2007 ONCA 334 at para. 69, leave to appeal to SCC ref'd [2007] S.C.C.A. No. 346; *Hollick v. Toronto (City)*, 2001 SCC 68.
[125] 2013 SCC 69 at paras. 24-38.
[126] *Cloud v. Canada (Attorney General)* (2004), 73 O.R. (3d) 401 at para. 52 (C.A.), leave to appeal to the S.C.C. ref'd, [2005] S.C.C.A. No. 50, rev'g (2003), 65 O.R. (3d) 492 (Div. Ct.).
[127] *Markson v. MBNA Canada Bank*, 2007 ONCA 334; *Hollick v. Toronto (City)*, 2001 SCC 68.
[128] *Musicians' Pension Fund of Canada (Trustee of) v. Kinross Gold Corp.*, 2014 ONCA 901; *AIC Limited v. Fischer*, 2013 SCC 69; *Hollick v. Toronto (City)*, 2001 SCC 68.

> 151. Here, the greatest barrier to access to justice is the Leagues' culture of silence. A class proceeding can neutralize that barrier. The only available alternative, individual litigation, cannot. Comparing the options, a class action is both preferable and necessary.
>
> 152. As set out above, the abuse, and bearing that abuse in silence, are normalized elements of the Leagues' culture. An enduring culture of silence must be overcome to achieve to access to justice for the class. Affiants describe feeling "immense pressure" to keep their stories to themselves. Some did so for decades. That pressure is still greater for those who work in, or remain connected to, the world of hockey, as many class members do. […]
>
> 153. A class proceeding provides the "anonymity, and security in numbers" needed for class members to come forward with their claims. One affiant states, "I do not think I would have been able to bring litigation on my own. Now that I know that others have come forward, I finally feel comfortable seeking justice for what was done to me and to the other kids on the teams." Seeking justice will be even easier once the Leagues' liability is determined. This court, through s. 25, can allow individual claims to be brought confidentially, removing the burden of breaking the culture of silence from players.
>
> 154. A class action is uniquely positioned to overcome the culture of silence in the Leagues, and – by doing so – provide access to justice. Given the culture of silence, and the cost of litigating the common issues, it is extremely unlikely that many, if any, individual actions will be brought. This must be considered in determining preferability.
>
> 155. Individual actions are not a feasible alternative and cannot be preferable to a class action.

[378] As noted above, the Defendants disagree, and they submit that a class action is not certifiable, among other reasons, because individual actions are the preferable procedure. The Defendants do not deny that some players experienced serious misconduct and suffered compensable harm. The Defendants say, however, that those players deserve a rational process for evaluating claims and that a class action determining who is responsible, including the actual perpetrators, is not that rational process.

[379] The debate between the parties turns out to be an arid debate because the class action being advanced by Messrs. Carcillo, Taylor, and Quirk is not certifiable for reasons independent from the preferable procedure criterion. That said, I will for the purposes of deciding the preferable procedure criterion assume that all of the other certification criterion were satisfied and ask whether the action would satisfy the preferable procedure criterion.

[380] The discussion may begin by noting that Messrs. Carcillo, Taylor, and Quirk are wrong in asserting that a class proceeding provides the anonymity and security in numbers needed for putative Class Members to come forward with their claims.

[381] In the immediate case, the proposed class action will not provide anonymity after the common issues stage is reached. The administration of justice is an open court system. The administration of justice is a matter of public and not just private interest. A person who chooses to commence a court proceeding must do so publicly, subject only to exceptional circumstances where a pseudonym or initials may be used.[129]

[382] In the immediate case, for an individual Class Member, most of whom are now adults, to achieve access to justice, he will have to testify at an individual issues trial to prove causation of harm and the quantum of his damages. Of necessity, the Class Member will describe, in much the

[129] *Amytrophic Lateral Sclerosis Society of Essex County v. Windsor (City),* 2019 ONCA 344 at para. 25; *G. (C.) v. Ontario (Health Insurance Plan General Manager)*, 2014 ONSC 5392at para. 7 (Div. Ct.).

same way that the brave deponents did in the run up to this certification motion, the events of the abuse.

[383] But more will be more required. There will also be medical evidence about the physical and mental harm suffered. There will be economic and financial evidence about the pecuniary consequences of the harm suffered. Some of the putative Class Members will have significant damages claims for their personal injuries and proof will require the disclosure of highly personal information. There may be limitation period defences that will require additional evidence of personal knowledge and experiences. There undoubtedly will be third party claims by the Defendants claiming contribution and indemnity from the human perpetrators of what the Plaintiffs call "the abuse".

[384] None of all this disclosure will occur behind doors closed to the public, and while at the common issues trial, there may be anonymity for the Class Members and a notional strength in numbers, the circumstances are different at the individual issues trials, including the difference that the individual Class Member is exposed to costs and to the offer to settle procedure, which may increase his exposure to a costs liability.

[385] Messrs. Carcillo, Taylor, and Quirk are also mistaken about security of numbers. Each claim will be idiosyncratic. The success or failure of one claim will say little about the next claim about different events, with different actors, places, and times.

[386] The discussion of the preferable procedure may continue by noting that the circumstance that individual issues trials are inevitable in the immediate case is, however, not a reason for concluding that the preferable procedure criterion is not satisfied.

[387] The inevitability of individual issues trials is, nevertheless, not a neutral or sterile factor in a preferable procedure analysis. Rather, the inevitability of individual issues trials focuses attention on whether a common issues trial is more a decelerate than an accelerant to burn bright the light in the lighthouse guiding the lanes to access to justice and behaviour modification.

[388] When the common issues trial is not determinative, and an individual issues trial is inevitable, it should be kept in mind that an individual Class Member is no longer protected from any adverse costs award in pursuing his or her cause of action at individual issues trials. Of course, the Defendant may agree to settle, as is often the case, or the Class Member may be able to arrange with Class Counsel or another lawyer to act on a contingency fee basis for the individual issues trial, but in those circumstances, where the common issues trial will be non-dispositive, its interposition before the individual issues trial may just postpone the individual Class Member's decision about whether his or her claim is sufficiently worthy to merit the risks and rewards of proceeding.

[389] Where a common issues trial is a decelerate that will make very little contribution to the hard work of proving a claim, then the preferable procedure may not be a common issues trial. In some class actions, the common issues trials will put wind in the sails of the individual class members and make it worthwhile for them to proceed to trial. In other class actions, the common issues trial is just marking time or to quote Seneca: "There is no favorable wind for the sailor who doesn't know where to go."

[390] The immediate case is essentially an institutional abuse, systemic negligence class action. Class actions have frequently been the preferable procedure for institutional abuse claims. However, it is not a given that the preferable procedure criterion will be satisfied in a proposed

institutional abuse class action.

[391] In *Green v the Hospital for Sick Children*,[130] a decision that was upheld by the Divisional Court, I did not certify the action against the hospital because little would be achieved by a common issues trial about whether the hospital's admittedly unreliable hair-follicle testing for evidence of substance abuse was negligent. In that case, the very hard forensic work would have to be done at individual issues trials to determine whether it was because of the unreliable test results or whether it was for other reasons that the putative class members had lost access, custody, or even parentage of their children or had wrongfully been convicted.

[392] In contrast, in *Curtis v. Medcan Health Management Inc*.,[131] I was reversed by the Divisional Court[132] when I decided that an employment law class action was not the preferable procedure for access to justice. In that case, the defendant learned that it had not paid its employees their statutory employment benefits, and the employer decided to pay only the employees or former employees whose claims were not statute barred. I decided that the hard litigation work would occur at the individual issues trials about the discovery of the claims and the defendant's limitation period defence. Therefore, I thought a class action was not the preferable procedure. The Divisional Court thought differently. I am, of course, bound by the decision in *Curtis v. Medcan Health Management Inc*. but it is no precedent for the immediate case, any more than *Green v. The Hospital for Sick Children*, is a precedent for the immediate case. The preferable procedure criterion involves a judicial discretion that is exercised on a case-by- case basis.

[393] In my opinion, in the immediate case, the proposed class action based on a collective liability does not provide a fair, efficient, and manageable procedure that is preferable to any alternative method of resolving the claims.

[394] Taking into account the importance of the common issues to the claims as a whole, including the individual issues, a class action is not preferable. There is no judicial economy to be achieved in the immediate case because the common issues trial will not make the inevitable individual issues trials more efficient or manageable.

[395] The principal goals of access to justice and behaviour modification will be achieved at the individual issues trials and not at the common issues trials. The individual putative Class Members have known for decades whether they are victims. Whether the individual putative Class Members have claims worth pursuing is something that requires individual legal advice that is ascertainable today and that does not need a decision at a common issues trial about whether hockey teams manifest a toxic masculine culture of violence.

[396] In any event, perhaps the simplest explanation for why the immediate systemic negligence, institutional abuse proposed class action is not the preferable procedure is that the proposed class action would not be manageable and no conceivable litigation plan and certainly not the boilerplate litigation plan of Class Counsel could make this proposed class action manageable. The court would be asked to manage: (a) the individual defences of 78 defendants in 13 different jurisdictions; (b) hundreds of inevitable third party claims against the actual perpetrators, pedophiles, sadists, and sociopaths who apparently saw nothing wrong in torturing their teammates; (c) events of "abuse" that are a myriad of sins and a myriad of torts; (d) events over a

[130] 2017 ONSC 6545, aff'd 2018 ONSC 7058 (Div. Ct.).
[131] *Curtis v. Medcan Health Management Inc*., 2021 ONSC 4584.
[132] *Curtis v. Medcan Health Management Inc*., 2022 ONSC 5176 (Div. Ct.).

50-year period; (e) choice of law issues with respect to the common law, civil law, and possibly American law; and (f) limitation period defences; etc.

### (b) The Advantages and the Disadvantages of Systemic Negligence Class Actions

[397] In the context of an analysis of the preferable procedure criterion, there are two major advantages to the certification of a systemic negligence action, but those advantages come with associated disadvantages in achieving access to justice and behaviour modification.

[398] The first major advantage is the existence of system provides the lynchpin common issue but for which the action would not be certifiable. The second major advantage is that if systemic negligence is proven and it can also be shown all the class members suffered a common harm, then it becomes possible to fix a minimum level of aggregate damages with the Class Members at liberty to augment their compensatory damages at individual issues trials.

[399] However, with the two major advantages of the systemic negligence case come two major disadvantages.

[400] The first major disadvantage is that if the systemic negligence case is certified, then the common issues trial confronts the serious problem of differentiating systemic negligence and non-systemic, individual negligence. When this problem occurs, the case may become unmanageable or unproductive.

[401] The problems associated with differentiating systemic negligence and individual negligence claims are demonstrated by the saga of *Rumley v. British Columbia*, already briefly discussed above.

[402] The *Rumley* saga began in the 1950s. From the 1950s until 1992, the Province of British Columbia operated the Jericho Hill School as a residential school for deaf children. In 1992, the British Columbia Ombudsman investigated allegations of abuse at the school. He concluded that sexual, physical, and emotional abuse of students had occurred for many years. Lawsuits followed, and the Attorney General appointed The Honourable Mr. Thomas Berger, Q.C., a former justice of the Supreme Court of British Columbia (from 1971 to 1983), as special counsel. In 1995, Mr. Berger issued a report. He concluded that sexual abuse was at times widespread at the school, and it went on over many years. Although the Berger Report did not detail individual cases, one member of his investigative team identified a pervasive culture at the residence that required students to submit to a sexual rite of passage if they were to successfully cohabit with their peers. In June 1995, the government responded to the Berger Report. In a ministerial statement, the Attorney General acknowledged the allegations of sexual abuse at the school, and he stated that to the extent that the province failed the students, it must see that they are compensated. The Province also established the Jericho Individual Compensation Program to provide the compensation.

[403] In 1998, Leanne Rumley, John Pratt, Sharon Rumley, J.S. and M.M commenced a proposed class action. In 1999, Justice Kirkpatrick refused to certify the action as a class action.[133] His decision was reversed by the British Columbia Court of Appeal[134] in a decision that in 2001, was affirmed by the Supreme Court of Canada.[135]

[133] *Rumley v. British Columbia*, 2001 SCC 69.
[134] *Rumley v. British Columbia*, 1999 BCCA 689.
[135] *Rumley v. British Columbia*, 2001 SCC 69.

[404] The British Columbia Court of Appeal certified three common issues: (a) Was the defendant negligent or in breach of fiduciary duty in failing to take reasonable measures in the operation or management of the school to protect students from misconduct of a sexual nature by employees, agents or other students at the school? (b) If the answer to common issue no. 1 is "yes", was the defendant guilty of conduct that justifies an award of punitive damages? (3) If the answer to common issue no. 2 is "yes", what amount of punitive damages is awarded? There were approximately 1100 students that comprised the class, which did not include the students who had received compensation from the Jericho Individual Compensation Program.

[405] For the present purposes of discussing the preferable procedure criterion, it is important to note that as a systemic negligence case, for the Class Members in *Rumley* to achieve compensation, they would have had to proceed to individual issues trials. (As it happens, there was no common issues trial and no individual issues trials because the *Rumley* systemic negligence class action settled in 2004. The terms of the settlement are not reported.)

[406] The certified *Rumley* action was assigned to Justice Humphries, and after two years of case management and several motions about the discovery process and the production of documents and experts reports,[136] the Province brought a motion to have the action decertified. The Province argued that the case had become unmanageable because of Class Counsel's intense focus on proving individual cases of abuse rather than on the alleged systemic negligence upon which the case had been certified.

[407] Justice Humphries dismissed the Plaintiffs' cross-motion for an order that the Province was estopped from denying systemic negligence and she also dismissed the Provinces' motion to decertify.

[408] Justice Humphries decided that the problem of differentiating the systemic negligence issue from individual issues could be handled by aggressive case management and by revising and particularizing the common issues to focus on systemic negligence.[137] On the difficulties of differentiating the common issue of systemic negligence from the individual issues of the case and of adjudicating a common issue that would be useful for the individual issues trials, Justice Humphries stated at paragraphs 60-63 and 74-75:

> 60. The question then remains whether any general finding that can be made in such a class proceeding can be of any assistance to the members of the plaintiff class who must then prove on an individual basis that they suffered damage and that the systemic breach was an effective cause of their injury.
>
> 61. At some point, the complexity, variety and number of findings required for a useful determination of the common issue over 42 years must give way to the acknowledgement that each set of circumstances in this case is so individual that a class proceeding simply may not be the preferable procedure.
>
> 63. There have been numerous conflicts between the parties over evidentiary and disclosure issues which illustrate the difficulty in considering the larger common issue of systemic negligence separately from individual allegations of abuse.
>
> […]

[136] *Rumley v. British Columbia*, 2002 BCSC 1653; *Rumley v. British Columbia, sub nom. L.R. v. British Columbia,* 2002 BCSC 1300; *Rumley v. British Columbia, sub nom. L.R. v. British Columbia,* 2002 BCSC 405
[137] *Rumley v. British Columbia,* 2003 BCSC 234.

74 All the evidentiary and disclosure issues illustrate the difficulty the plaintiffs have in keeping the issues focused on the alleged systemic negligence rather than the individual issues of alleged abuse. The argument now advanced by the defendant in favour of decertification, that is, that plaintiffs' counsel are attempting to make this trial into something different from the class proceeding contemplated by the Court of Appeal, in my view, can be handled by aggressive case management, if I can come to terms with the type of proceeding envisioned by the Court of Appeal when the issues were certified. I have already restricted the discovery questions of the individual plaintiffs and have indicated that I will likely restrict their evidence in chief at trial so that only evidence respecting reports of alleged abuse are relevant at this stage. I am prepared to make even more restrictive orders if it means that some sort of common issue can be decided.

75. The more difficult and sensitive issue for me is, knowing what I now know about this case after two years of case management, is it possible to conduct any trial at all on a common issue that will be of any benefit to the individual plaintiffs when they come to present their claims? The Court of Appeal emphasized several times that the certification was being made on limited grounds of systemic negligence which they characterized at paragraph 19 of their judgment as "the failure to have in place management and operations procedures that would reasonably have prevented the abuse [emphasis mine]." The Supreme Court of Canada acknowledged that limiting the common issue to one of systemic negligence may well make the individual component of the proceedings more difficult. However, they adopted the Court of Appeal's statement that the respondent plaintiffs were entitled to restrict the grounds of negligence to make the case more amenable to class proceedings if they choose.

[409] Having dismissed the decertification motion, Justice Humphries reformulated the systemic negligence common issue to particularize it with thirteen factors to be analyzed. In her view, the focused case management could save the systemic negligence class action. The particularization of the common questions would assist the individual issues trials and end the early premature preoccupation on individual issues. In paragraph 90 of her judgment, Justice Humphries stated:

90 The common issue will therefore be amended as follows:

> Was the defendant negligent or in breach of fiduciary duty in failing to take reasonable measures in the operation or management of the school to protect students from misconduct of a sexual nature by employees, agents, or other students at the school, having regard to the following questions:
>
> (1) Were there management and operations procedures in place to ensure that staff could communicate through signing or other means with students? Were these procedures adequate/ reasonable/in accord with existing standards?
>
> (2) What procedures/training were in place for staff which dealt with recognition/discovery/ prevention/reporting or otherwise dealing with sexual misconduct? Were they adequate/reasonable/in accord with existing standards?
>
> (3) What procedures/training were in place with for students which dealt with recognition/discovery/ prevention/reporting/or otherwise dealing with sexual misconduct? Were they adequate/reasonable/in accord with existing standards?
>
> (4) What was the staff to student ratio for supervision in areas of the school apart from the dormitory/ies? Was it adequate/reasonable/in accord with existing standards? Were there procedures establishing a method of supervision for other areas of the school? If so, were these procedures adequate/reasonable/in accord with existing standards?
>
> [… (Nine more particular questions followed)]

[410] In *T.L. v Alberta (Director of Child Welfare)*,[138] which was a proposed class action against a provincial government, but not an institutional abuse class action, Justice Slatter, as he then was, commented on Justice Humphries' case management decision in *Rumley* at paragraphs 108-109 of his decision, as follows:

> 108. It is instructive to note that the experience in the *Rumley* action was not entirely happy. An application was subsequently brought to decertify the action: *Rumley v. British Columbia (#2)*, 2003 BCSC 234, 12, B.C.L.R. (4th) 121. As the case progressed, it became apparent that the attempt to determine negligence at a systemic level was actually turning into a trial of many different individual instances of abuse: […]
>
> 109. The chambers judge went on to conclude that "the difficulty is that all of this must have been known by the Court of Appeal when they decided it was possible to certify a common issue", but I would note that the Act specifically provides for decertification just because it is impossible for the court to predict exactly how a class action will unfold. *Rumley* shows that an attempt to prove systemic negligence by proving many individual examples of negligence is unworkable. A careful reading of *Rumley (#2)* is instructive, because it is clear that if the chambers judge was deciding the matter afresh, she would not have certified systemic negligence as a common issue. While the case management judge felt that the class action could continue through "aggressive case management", and some refinement of the common issues, she did conclude at para. 91 that the action had "reached a precarious balance between a potentially workable class proceeding and unmanageable confusion".

[411] Recently in *VLM v Dominey*,[139] another institutional abuse case, Justice Henderson also reflected on the lessons learned from what actually happened in the case management of *Rumley,* and stated at paragraphs 83-85:

> 83. In my view the caution of Justice Slatter is instructive. Identifying common issues when they are directly tied to, and dependent upon, the determination of individual issues will not advance the litigation and can be counter productive. As a result, many of the common issues relating to liability issues that are proposed by the Plaintiff are simply not workable.
>
> 84. The same can be said with respect to issues relating to quantum of damages. The Plaintiff seeks to raise common issues relating to a minimum set of general damages on an aggregate basis as well as for punitive damages "particularly if it is established that Dominey sexually abused the Class Members at the EYDC in his role as chaplain".
>
> 85. Including common issues that relate to damages for personal injuries is usually not appropriate because determining causation for the injuries may be complex and will be subject to numerous variables which would not impact each prospective claimant uniformly: […]

[412] With this deeper analysis of what actually happened in the seminal systemic negligence class action, *Rumley v. British Columbia,* it emerges that it may not be possible to have a common issue that will be of any benefit to the individual plaintiffs when they come to presenting their individual claims that the systemic negligence at the institution that caused them harm. In particular, Justice Humphries experienced Chief Justice McLachlin's prescient prediction that limiting the common issue to one of systemic negligence may well make the individual component of the proceedings more difficult.

[413] It also emerges from this deeper analysis that it may be preferable to sail directly to an individual issues negligence trial without sailing into the doldrums of a common issues trial. One

[138] 2006 ABQB 104.
[139] 2022 ABQB 299.

of the ironies of institutional abuse class actions that are certified as the preferable procedure is that it is often the case that it would have been easier and quicker for the individual Class Member to prove his or her individual victimization and harm than waiting years for a determination that there was systemic negligence. *Cavanaugh v. Grenville Christian College* is an illustration of this ironical phenomena, which I believe would occur in the immediate case if I were to certify the proposed leviathan of a class action.

[414] *Grenville Christian College* is an ongoing institutional abuse class action against a private school about what took place at the school for 25 years from September 1973 to July 1997. The plaintiffs commenced their action in 2008. I was assigned to case manage the action. In 2012, the plaintiffs brought a certification motion, but I did not certify the action, because there was evidence that some students favoured the educational environment that they had experienced. With respect to the students who had genuine grievances and who had been mistreated and who had actually suffered psychological and physical abuse, I believed that it would be preferable for them to bring individual claims, rather than wait to see whether a systemic negligence claim had been proven at a common issues trial.[140] However, in 2014, my decision was reversed by the Divisional Court,[141] and the action proceeded to a common issues trial.

[415] Six years later, in 2020, after a five-week a common issues trial, Justice Leiper decided that school had breached its duty of care and breached its fiduciary duties to the students.[142] There was no award of aggregate damages. Justice Leiper determined that there were potentially 1,360 claimants for individual issues assessments, and she remitted the case to me for case management. In 2021, Justice Leiper's decision was affirmed by the Court of Appeal.[143] In 2022, until who knows how long, I am engaged in the exercise of settling a protocol for individual issues trials.[144] I was advised that Class Counsel anticipates that approximately 600 of the 1,360 may pursue an individual claim. The trials will have to be determined by some other judge, because I and many of the students will be retired by the time the individual issues trials are resolved.

[416] The case at bar is similar to the *Grenville Christian College* case. Like the circumstances of the case, some of the predicate events in the immediate case are a half century old. As was the situation in *Grenville Christian College,* there are class members that have no grievance, but there are class members who have serious and provable claims for negligence or vicarious liability. Those claimants do not need the decelerate of a common issues trial to prove systemic negligence or systemic vicarious liability. The preferable procedure is to get on with the individual issues trials. Neither a class action that inevitably requires individual issues trials nor individual trials will provide anonymity or the courage to come forward to asset a claim.

[417] *Barker v Barker*,[145] which is discussed below, demonstrates that individual issues trials pursuant to a protocol developed pursuant to sections 7, 12, and 25 of the *Class Proceedings Act, 1992* can preferably provide access to justice, judicial economy, and behaviour modification.

[418] The second major disadvantage is that if the systemic negligence case is certified but there is no basis for a base-level aggregate damages award then the returns from the enterprise of the

[140] *Cavanaugh v. Grenville Christian College*, 2012 ONSC 2995.
[141] *Cavanaugh v. Grenville Christian College,* 2014 ONSC 290 (Div. Ct.).
[142] *Cavanaugh v. Grenville Christian College*, 2020 ONSC 1133.
[143] *Cavanaugh v. Grenville Christian College*, 2021 ONCA 755.
[144] *Cavanaugh v. Grenville Christian College*, 2022 ONSC 5405.
[145] 2020 ONSC 3746 and 2021 ONSC 158, var'd 2022 ONCA 567.

class action do not warrant the time, money or effort required. Colloquially or idiomatically "the game is not worth the candle." The case at bar is of that type. There will be no aggregate damages award in the immediate case and the putative Class Members do not need a finding of systemic negligence or even class wide simple negligence at a common issues trial to determine whether they have a claim for negligence or vicarious liability to pursue at an individual issues trials.

[419] The immediate case is thus very different from the products liability cases where the putative Class Members require proof of a breach of the standard of care and proof of general causation to determine whether it is worth pursuing an individual issues trial to determine specific causation, which may not be an easy thing to do with a negligent manufactured device or pharmaceutical, or to determine the quantum of damages.

[420] The substantial point of this discussion of the advantages and disadvantages of systemic negligence class action is that it is an excruciating difficult exercise of the court's discretion to determine the to-be-or-not-to be question of the preferable procedure. Sometimes any choice of procedure is to take arms against a sea of troubles. In the immediate case, however, I am satisfied that the putative class members are better served by immediately proceeding to individual issues trials without a common issues trial about whether or not as a class they were victims of systemic negligence.

### (c) The Preferable Procedure and Third Party Claims

[421] The Defendants argued that individual issues trials were preferable to a class proceeding that focused on systemic negligence because in that class action, the defendants would inevitably bring third party proceedings against the actual perpetrators who had instigated or inflicted the "abuse" over the almost 50 years that was encompassed by the Class Period. The Defendants argued that the inevitable third party proceedings, which were not addressed in Class Counsel's litigation plan would make the action impossible to manage.

[422] Messrs. Carcillo, Taylor, and Quirk submitted that this was a bluff because the limitation period for bringing third party claims had passed and no third party proceedings had been brought although the Defendants had defended the action. The Plaintiffs submitted that repugnantly, the Defendants were attempting to shelter themselves from their own liability by diverting the blame. Further, Class Counsel submitted that in any event the Defendants' tactic would fail because the Plaintiffs would "Taylorize" their class action. To quote from their Reply Certification Factum at paragraphs 78-81:

> 78. The defendants say the plaintiffs "do not have a choice but to take this case as it exists." This case is about the Leagues' systemic failures that allowed the abuse to continue and a toxic culture to flourish. The players are not tortfeasors in this claim. Even so, the defendants contend that they "have claims for contribution and indemnity for all of the alleged 'Abuses' … against the class members themselves." The plaintiffs are unaware of any other systemic abuse case where a defendant has sued abused victims of the system for contribution and indemnity after their abuse led them to be abusers in turn.
>
> 79. These hypothetical, and as yet non-existent, third-party claims cannot prevent certification. As Justice Cullity explained, certification cannot be refused on the basis of speculative claims: "In the absence of a statement of defence, or any particulars of these defences and claims, they must at this

> stage be considered to be speculative and I would not deny certification to the plaintiffs on these grounds."[146]
>
> 80. The defendants are out of time to bring these claims. The limitation period for claims for contribution and indemnity runs from the date on which the defendant is served with the claim.[147] Service in this action was completed by September 2020. The two-year limitation period has expired. The defendants could have brought a "John Doe" claim before the limitation period expired, as was done in *Sheila Morrison*, but did not do so.[148] Their claims are now statute-barred.
>
> 81. Even if this were not the case, insofar as any of the causes of action pled allow for the apportionment that the defendants seek, it would be open to the plaintiffs to "Taylorize" their claim by "making clear that the claim… excludes damages that can be attributed to the concurrent fault or negligence" of any person other than the defendants.[149]

[423] In my opinion, the proposed class action based on the alleged systemic negligence of a collective of 78 defendants would be unmanageable apart from the prospect of third party claims. That is not to say that 78 separate systemic negligence actions would be unmanageable, but it is the case with respect to the proposed systemic negligence action. Thus, the parties' heated debate about the Defendants' intention to assert third party claims is somewhat superfluous. That said, I shall, nevertheless, briefly address Messrs. Carcillo, Taylor, and Quirk's argument that the court should ignore the Defendants' expressed intention to assert third party claims because the claims are speculative and or could be barred by limitation periods or the claims could be sealed off by "Taylorization" which is a reference to the case of *Taylor v. Canada (Health Canada)*.[150]

[424] My view of the matter is that the third party claims are not speculative, and it is inevitable that the third parties will have to be identified as part of the individual issues trials to prove the causation element of the systemic negligence claim or the critical perpetrator element of the vicarious liability claim. The identification of the third party would also emerge if the Class Member wished to simply pursue a simple negligence claim. The identification of the third party is also relevant to determining whether a Defendant is exposed to vicarious liability.

[425] It is also my view, that just as the running of limitation periods was stayed by the commencement of the class action, it is possible that the running of limitation periods for third party claims has also been stayed, but more to the point, I do not see how the third party claims can be discoverable until the individual Class Member identifies what, where, when, how – and who – of the abuse. Thus, it is arguable that the limitation period for the third party claims has not begun to run.

[426] Moreover, it is my view that while "Taylorization" is theoretically possible, it would be both unjust to the Class Members and unworkable with respect to the vicarious liability cause of action.

[427] In *Taylor* a proposed representative plaintiff alleged that Health Canada's negligent regulation of jaw implants caused her injuries. She limited her and the class members' claim for damages to those attributable to Health Canada's proportionate degree of fault. The Court of

[146] *Anderson v. St. Jude Medical Inc.*, [2003] O.J. No. 3556 at para. 60 (S.C.J.).
[147] *Limitations Act, 2002*, S.O. 2002, c. 24, Sch. B, s. 18 and see e.g., *London Transit Commission v. Eaton Industries (Canada) Company*, 2020 ONSC 1413, at paras. 60-61, 68-69 and 78, aff'd, 2021 ONCA 74.
[148] *Johnston v. The Sheila Morrison Schools*, 2011 ONSC 3398.
[149] *Blue Mountain Linen Inc. v. Enercare Homes and Commercial Services Limited Partnership*, 2022 ONSC 5635, at para. 29; *Taylor v. Canada (Minister of Health)*, 2009 ONCA 487.
[150] 2009 ONCA 487.

Appeal held that because the plaintiff had limited the claim to the fault of Health Canada, the Attorney General's third party claim against the doctor and the hospitals for contribution and indemnity disclosed no reasonable cause of action.

[428] In the immediate case, "Taylorization" would be possible with respect to the systemic negligence claim, but it would require Messrs. Carcillo, Taylor, and Quirk to abandon their vicarious liability claim, which cannot be tailorized as demonstrated by the Court of Appeal's decision in *J.K. v. Ontario*.[151]

[429] In *J.K. v. Ontario*, the Province of Ontario was sued with respect to its use of solitary confinement in youth detention centres. There were 23 centres of which 15 were operated by NGOs (non-profit non-government organizations). Ontario brought third party proceedings and the proposed representative plaintiff moved to have the third party claims struck on the basis that given how the plaintiff had pleaded its claim, there would be no basis for a third party claim. On appeal from my decision that the plaintiff had successfully tailorized his claim, the Ontario Court of Appeal disagreed, but Associate Chief Justice Hoy provided guidance how the plaintiff might replead his statement of claim to achieve the purpose of precluding the third party claims.

[430] In paragraph 33 of her judgment for the Court, Associate Chief Justice Hoy stated:

> 33. In my view, if J.K. amended para. 45 to read as follows, then the principle in *Taylor* would apply and preclude third party claims for contribution and indemnity. I have marked the required amendments below. If these amendments are made, the motion judge could then strike the Crown's third party claim in negligence, without leave to amend to plead a right of contribution and indemnity under the *Negligence Act* in addition to under the indemnity provisions of the service contracts:
>
> > The Plaintiff's claim, and the claim of each Class Member, is limited to the amount of the Plaintiff's or other Class Member's damages that would be apportioned to the Defendant in accordance with the relative degree of fault that is attributable to the Defendant~~'s negligence~~. The Plaintiff's claim is against the Defendant for those damages that are attributable to its proportionate degree of fault, and he does not seek, on his own behalf or on behalf of the Class, any damages that are found to be attributable to the fault or negligence of any other person, or for which the Defendant could claim contribution or indemnity. For greater certainty, without limiting the foregoing, and notwithstanding para. 50, the Plaintiff does not seek, on his own behalf or on behalf of the Class, any damages for which the Crown is vicariously liable as a result of harms perpetrated on residents in the Facilities that are operated by the Third Parties and their agents and employees, whether or not acting within the authority granted to them by the Crown, for which the Crown could claim contribution or indemnity.

[431] As appears from the underlined words, Associate Chief Justice Hoy's guidance was to keep the Plaintiff's negligence claim against the Province of Ontario but to abandon the claim for vicarious liability. Need I say that this guidance would be ill-advised in the immediate case given that the claims of vicarious liability are likely more readily provable than the claim for systemic negligence?

[432] For all the above reasons, I, therefore, conclude that the preferable procedure criterion is not satisfied in the immediate case.

[151] 2017 ONCA 902.

## N. Representative Plaintiff Criterion

### 1. General Principles – Representative Plaintiff Criterion

[433] The fifth and final criterion for certification as a class action is that there is a representative plaintiff who would adequately represent the interests of the class without conflict of interest and who has produced a workable litigation plan. The representative plaintiff must be a member of the class asserting claims against the defendant, which is to say that the representative plaintiff must have a claim that is a genuine representation of the claims of the members of the class to be represented or that the representative plaintiff must be capable of asserting a claim on behalf of all of the class members as against the defendant.[152]

[434] The so-called *Ragoonanan Principle* is that for a cause of action against a defendant to be certified under the *Class Proceedings Act, 1992,* there must be a Representative Plaintiff who personally has a cause of action against that defendant. A corollary of the *Ragoonanan Principle* is that if a plaintiff has a cause of action against one defendant but no cause of action against a co-defendant, then for the cause of action against the co-defendant to be certified, there must be another plaintiff with a cause of action against the co-defendant and who thus would qualify to be a Representative Plaintiff against the co-defendant.[153]

### 2. Discussion and Analysis: The Ragoonanan Motion and the Representative Plaintiff Criterion

#### (a) The Ragoonanan Motion

[435] In the immediate case, if Messrs. Carcillo, Taylor, and Quirk had satisfied the cause of action criterion for a collective action, then they simultaneously would have had a cause of action against all of the Defendants and the Defendants' argument based on the Ragoonanan principle would be meritless.

[436] However, as the discussion above reveals, the Plaintiffs do not have a collective action.

[437] The result is that their proposed action is bereft of 55 representative plaintiffs. The Ragoonanan Motion succeeds, and thus for at least 55 of the Defendants, there is an additional reason to dismiss the certification motion.

#### (b) The Plaintiffs as Representative Plaintiffs

[438] The Plaintiffs have claims against five teams of the CHL and as against the WHL, OHL, and QMJHL. Assuming that all of the other certification criteria had been satisfied, Messrs. Carcillo, Taylor, and Quirk would not have satisfied the Representative Plaintiff criterion with respect to those five teams and the four leagues.

[439] Messrs. Carcillo, Taylor, and Quirk are genuine heroes, and they would more than

[152] *Drady v. Canada (Minister of Health)*, [2007] O.J. No. 2812 at paras. 36-45 (S.C.J.); *Attis v. Canada (Minister of Health)*, [2003] O.J. No. 344 at para. 40 (S.C.J.), aff'd [2003] O.J. No. 4708 (C.A.).
[153] *Poirer v. Silver Wheaton Corp*, 2022 ONSC 80; *Vecchio Longo Consulting Services Inc v. Aphria Inc*., 2021 ONSC 5405; *Hughes v. Sunbeam Corp (Canada)* (2002), 61 O.R. (3d) 433 (C.A.); *Ragoonanan Estate v. Imperial Tobacco Canada Ltd* (2000), 51 O.R. 3d 603 (S.C.J.).

adequately represent the interests of the class without conflict of interest. They have selected experienced and accomplished Class Counsel.

[440] However, Messrs. Carcillo, Taylor, and Quirk have not produced a workable litigation plan because it is not conceivable that such a plan could be fashioned to deal in one class action with the evil that has persisted for half a century in amateur hockey and, in any event, the proposed litigation plan is unworkable.

## O. The Section 7 Order

[441] For the above reasons, I am dismissing the jurisdiction motion, granting the Ragoonanan Motion and dismissing the Certification Motion.

[442] In these circumstances, I am directed by s. 7 (1) of the *Class Proceedings Act, 1992* to consider whether notice of the refusal should be given under section 19 of the Act to the putative Class Members. Pursuant to s. 7 (2), I am empowered to permit the proceeding to continue as one or more proceedings between different parties. Section 7 of the Act is set out below.

> *Refusal to certify*
>
> 7 (1) If the court refuses to certify a proceeding as a class proceeding, the court shall consider whether notice of the refusal should be given under section 19, and whether such notice should include,
>
> (a) an account of the conduct of the proceeding;
>
> (b) a statement of the result of the proceeding;
>
> (c) any other prescribed information; and
>
> (d) any other information the court considers appropriate.
>
> *Proceeding may continue in altered form*
>
> (2) If the court refuses to certify a proceeding as a class proceeding, the court may permit the proceeding to continue as one or more proceedings between different parties and, for the purpose, the court may,
>
> (a) order the addition, deletion or substitution of parties;
>
> (b) order the amendment of the pleadings or notice of application; and
>
> (c) make any further order that it considers appropriate.
>
> […]

[443] Pursuant to s. 12 of the *Class Proceedings Act, 1992*, I am empowered with a large discretion on my own initiative or on the motion of a party to make any order I consider appropriate respecting a proceeding under this Act.

[444] Messrs. Carcillo, Taylor, and Quirk's proposed class action is a proceeding under the Act, and pursuant to s. 12, I am empowered to make orders to ensure its fair and expeditious determination. Section 12 of the Act states:

*Court may determine conduct of proceeding*

12 The court, on its own initiative or on the motion of a party or class member, may make any order it considers appropriate respecting the conduct of a proceeding under this Act to ensure its fair and expeditious determination and, for the purpose, may impose such terms on the parties as it considers appropriate.

[…]

[445] Section 25 is the section of the Act that empowers the court to design the individual issues part of a class action. Strictly speaking, s. 25 is available only when the court determines common issues in favour of the class and considers that the participation of individual class members is required to determine individual issues. Section 25 of the Act states:

*Individual issues*

25 (1) When the court determines common issues in favour of a class and considers that the participation of individual class members is required to determine individual issues, other than those that may be determined under section 24, the court may,

(a) determine the issues in further hearings presided over by the judge who determined the common issues or by another judge of the court;

(b) appoint one or more persons to conduct a reference under the rules of court and report back to the court; and

(c) with the consent of the parties, direct that the issues be determined in any other manner.

*Directions as to procedure*

(2) The court shall give any necessary directions relating to the procedures to be followed in conducting hearings, inquiries and determinations under subsection (1), including directions for the purpose of achieving procedural conformity.

*Idem*

(3) In giving directions under subsection (2), the court shall choose the least expensive and most expeditious method of determining the issues that is consistent with justice to class members and the parties and, in so doing, the court may,

(a) dispense with any procedural step that it considers unnecessary; and

(b) authorize any special procedural steps, including steps relating to discovery, and any special rules, including rules relating to admission of evidence and means of proof, that it considers appropriate.

*Time limits for making claims*

(4) The court shall set a reasonable time within which individual class members may make claims under this section.

*Idem*

(5) A class member who fails to make a claim within the time set under subsection (4) may not later make a claim under this section except with leave of the court.

*Extension of time*

(6) Subsection 24 (9) applies with necessary modifications to a decision whether to give leave under subsection (5).

*Determination under cl. (1)(c) deemed court order*

(7) A determination under clause (1) (c) is deemed to be an order of the court.

[…]

[446] In the immediate case, I shall employ my jurisdiction pursuant to s. 12 of the Act and I shall employ s. 25 by analogy to formulate the procedural means for the individual actions that are required for access to justice in the immediate case. As repeatedly foreshadowed above, I shall be making an order pursuant to s. 7 of the *Class Proceedings Act, 1992*.

[447] With the Plaintiffs' and the Defendants' assistance, I shall, in effect, be designing an opt-in joinder action for 60 actions where a group of co-plaintiffs will sue three co-defendants comprised of (a) a specific team, (b) that specific team's league (WHL, OHL, or QMJHL), and (c) the CHL.

[448] In *Hudspeth v Whatcott*,[154] I suggested that an opt-in joinder proceeding pursuant to s. 7 might be accommodated by the *Class Proceedings Act, 1992,* where a class action was not available. See also: *Green v. The Hospital for Sick Children*,[155] *Green v. The Hospital for Sick Children*,[156] *Trustees of the Millwright Regional Council of Ontario Pension Trust Fund v. Celestica Inc.*[157] and *O'Brien v. Bard Canada Inc*.[158] The recently adjudicated *Barker v Barker*,[159] demonstrates the utility of the s. 7 procedure.

[449] *Barker v, Barker* was about the horrific treatment of patients at Ontario's maximum-security Oak Ridge Division of the Mental Health Centre in Penetanguishene, Ontario between 1966 and 1983. The patients who suffered from serious psychiatric illnesses were involuntarily admitted to Oak Ridge. Some of those admissions came as a result of Warrants of Remand from the courts, penitentiaries, and reformatories, others pursuant to Warrants of the Lieutenant Governor after having been found not guilty by reason of insanity and still others were involuntarily committed under the version of the *Mental Health Act* applicable at the time.

[450] In what was originally styled as *Egglestone v. Barker*, Ms. Taylor and Mr. Joanisse moved for certification of their action as a class action. Justice Cullity dismissed the motion.[160] He found that although there were causes of actions and although there were common issues, the Plaintiffs had not demonstrated that a resolution of issues would advance the proceedings. In 2006, pursuant to s. 7 of the *Class Proceedings Act, 1992*, Ms. Taylor and Mr. Joanisse moved for an order permitting the action to continue as an ordinary joinder action with approximately 30 individual

[154] 2017 ONSC 1708.
[155] 2021 ONSC 8237.
[156] 2019 ONSC 5696, leave to appeal to the Court of Appeal refused on March 15, 2019.
[157] 2016 ONSC 3235.
[158] 2015 ONSC 2470.
[159] 2020 ONSC 3746 and 2021 ONSC 158, var'd 2022 ONCA 567.
[160] *Egglestone v. Barker*, [2003] O.J. No. 3137 (S.C.J.), aff'd [2004] O.J. No. 5433 (Div. Ct.), leave to appeal to the Court of Appeal denied on May 18, 2005.

co-plaintiffs. Justice Cullity granted the motion.[161]

[451] The action continued as a joinder action. I succeeded Justice Cullity in case managing *Egglestone v. Barker,* which became *Barker v Barker*. I granted a summary judgment, but my decision was reversed by the Court of Appeal[162] and Justice Morgan took over the management of the case, and he successfully steered the case toward achieving all of the goals of a class proceeding; namely, access to justice, behaviour modification, and an economic and efficient procedure that is fair to the defendants.[163] *Barker v. Barker* demonstrates that the s. 7 procedure can provide a preferable procedure to a class action.

[452] In the immediate case joinder could be made for those putative Class Members who self-identify and opt-in to advance a claim against a particular team and its co-defendants. I agree with the Defendants' submission that joinder of cases based on similar experiences among claimants is a more appropriate and feasible means to achieve access to justice.

[453] To allow the s. 7 process to unfold and to prevent the recommencement of any limitation periods, I suspend my Order dismissing the Certification Motion for 120 days pending the determination of a motion for approval of an Individual Issues Protocol.

[454] Pursuant to sections 7, 12, and 25 of the *Class Proceedings Act, 1992,* I order that Messrs. Carcillo, Taylor and Quirk shall have 120 days, if so advised: (a) to prepare an "Individual Issues Protocol" for individual (discreet/separate) 60 joinder-actions against the WHL, OHL, or QMJHL, respectively and their teams respectively; and (b) to bring a motion for approval of the Individual Issues Protocol, failing which Messrs. Carcillo, Taylor, and Quirk's proposed class action shall be dismissed.

[455] Pursuant to sections 7, 12, and 25 of the *Class Proceedings Act, 1992,* I order Messrs. Carcillo, Taylor and Quirk shall have 120 days, if so advised: (a) to prepare a Notice to the Class Members of the Individual Issues Protocol and a Distribution Plan for the dissemination of the Notice at the expense of the Defendants; and (b) to bring a motion for approval of the Notice and of the Dissemination Plan, failing which Messrs. Carcillo, Taylor, and Quirk's proposed class action shall be dismissed.

[456] I note that if the Plaintiffs' affiants for the certification were prepared to be lead plaintiffs, then there is already the basis for joinder actions against thirty-eight teams.[164]

[457] To be clear, Messrs. Carcillo, Taylor, and Quirk and Class Counsel are under no obligation to seek an order under sections 7, 12, and 25 of the *Class Proceedings Act, 1992,* in which case

[161] *Joanisse v. Barker*, [2006] O.J. No. 5902 (S.C.J.).
[162] *Barker v. Barker*, 2018 ONCA 25, rev'g 2017 ONSC 3397.
[163] *Barker v. Barker*, 2020 ONSC 3746 and 2021 ONSC 158, var'd 2022 ONCA 567.
[164] Visualize: (a) twenty teams of the WHL; namely: Billings Bighorns, Brandon Wheat Kings, Calgary Wranglers, Kamloops Blazers, Lethbridge Broncos (now Swift Current Broncos), Lethbridge Hurricanes, Medicine Hat Tigers, Moose Jaw Warriors, Nanaimo Islanders, New Westminster Bruins (now Tri-City Americans), Portland Winterhawks, Prince Albert Raiders, Prince George Cougars, Seattle Breakers (now Seattle Thunderbirds), Seattle Thunderbirds, Spokane Flyers, Swift Current Broncos, Tri-City Americans, Victoria Cougars (now Prince George Cougars), and Winnipeg Warriors (now Moose Jaw Warriors); (b) sixteen teams of the OH; namely: Barrie Colts, Erie Otters, London Knights, Mississauga IceDogs (now Niagara IceDogs), Newmarket Royals (now Sarnia Sting), Niagara Falls Thunder (now Erie Otters), Niagara IceDogs, North Bay Centennials (now Saginaw Spirit), Oshawa Generals, Ottawa '67s, Sarnia Sting, and Sudbury Wolves; and (c) two teams of QMJHL; namely: Halifax Mooseheads, Moncton Alpines (now Moncton Wildcats).

the certification motion will be dismissed with costs to be determined.

[458] I appreciate that the burden of them will not be lightened if they proceed to seek a s. 7 order. It is an arduous and time consuming process to prepare an individual issues protocol, as Class Counsel in the immediate case is well aware because of their experience with *Brazeau v. Canada, Reddock v. Canada, and Francis v. Ontario*, which are cases where very elaborate individual issues protocols were developed. They are under no obligation to make this effort. In any event, Messrs. Carcillo, Taylor, and Quirk should be commended for their courage and their pursuant of access to justice and the betterment of Canadian society of which they have already made an enormously valuable contribution.

[459] I alert the parties that I am inclined to view this case as one in which if the proceeding does not continue pursuant to s. 7 of the Act, it may be appropriate to award Messrs. Carcillo, Taylor, and Quirk costs.

## P. Conclusion

[460] For the above reasons, an Order shall issue as set out in the Introduction to these Reasons for Decision.

[461] The costs of the Jurisdiction Motion, Ragoonanan Motion, and Certification Motion shall be in the cause of the Individual Issues Protocol Motion.

Perell, J.

Released: February 3, 2023

**CITATION:** Carcillo v. Canadian Hockey League, 2023 ONSC 886
**COURT FILE NO.:** CV-20-00642705-00CP
**DATE:** 20230203

**ONTARIO**
**SUPERIOR COURT OF JUSTICE**

**BETWEEN:**

**DANIEL CARCILLO and GARRETT TAYLOR**

Plaintiffs

- and -

**CANADIAN HOCKEY LEAGUE *et al***

Defendants

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**REASONS FOR DECISION**

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PERELL J.

**Released:** February 3, 2023

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# RÉSUMÉ DE LA DIRECTION

Le présent examen a été effectué par le comité d'examen indépendant (le « comité ») désigné par la Ligue canadienne de hockey (la « LCH » ou « la ligue »). Le comité a passé en revue les politiques, les procédures et les programmes de formation actuels des ligues qui relèvent de la LCH en matière de brimade (initiation), d'abus, de harcèlement et d'intimidation, en plus de se pencher sur les allégations selon lesquelles les joueurs ne sont pas à l'aise de dénoncer les comportements répréhensibles en dehors de la glace.

Les athlètes ont le droit de participer à leur sport dans un milieu sécuritaire, tant du point de vue physique que psychologique. Les effets de la maltraitance sur les joueurs sont clairs, se traduisant par des conséquences négatives sur les plans physique, cognitif, émotionnel, comportemental, psychologique, relationnel et économique. De nombreux joueurs de la LCH sont d'âge mineur et par conséquent, ils en sont à un stade très important de leur développement psychologique. Leur expérience au sein de la LCH ne manquera pas d'avoir des conséquences, que celles-ci soient positives ou négatives. La LCH a la responsabilité de protéger le bien-être général de ses joueurs.

**UNE CULTURE DE COMPORTEMENTS ANCRÉS**

Le comité a constaté qu'il existe effectivement des comportements répréhensibles en dehors de la glace dans la LCH, et que la culture systémique qui règne au sein de la ligue a fait en sorte que ces comportements sont devenus une norme culturelle. La maltraitance qui, en dehors du hockey, ne serait pas acceptable est désormais un comportement ancré dans cette organisation hiérarchique, et son degré d'acceptation est trop grand. La recherche et les résultats du sondage de Léger viennent appuyer cette constatation. La nature systémique de l'enjeu donne lieu à un comportement qui se perpétue et à l'absence de changement. Parmi les raisons derrière l'acceptation de ce comportement, notons le ton que donnent les membres des échelons supérieurs (propriétaires, directeurs généraux, entraîneurs, joueurs plus âgés), le stress ressenti par les joueurs, la désensibilisation aux comportements qui se perpétuent au fil du temps, et l'acceptation générale de ce comportement par autrui. Par surcroît, il existe une loi du silence tacite en matière de maltraitance, loi qui permet aux comportements répréhensibles en dehors de la glace de se poursuivre. Cette loi du silence empêche aussi les athlètes de dénoncer ce qu'ils vivent. Entre autres, la peur de subir des représailles ou d'être puni, les déséquilibres du pouvoir et la loyauté pourraient expliquer le manque de dénonciations.

**DÉCLARATION DÉFICIENTE DES INCIDENTS**

Le comité a constaté que les incidents de comportements répréhensibles en dehors de la glace n'étaient pas déclarés pour diverses raisons, dont : l'acceptation en tant que comportement « normal » pour ce sport, le fait de ne pas reconnaître qu'un incident digne d'être déclaré s'est produit (définitions ambiguës dans les politiques ou les programmes de formation), la loi du silence, le fait de ne pas savoir comment s'y prendre pour faire une déclaration, le manque de confiance envers les personnes recevant les déclarations, la peur (de représailles, de gâcher une carrière ou de subir d'autres actes de maltraitance), la loyauté ou une conviction selon laquelle les conséquences ne seront pas suffisantes.

Au Canada, le sport est la seule organisation autonome autoréglementée qui concerne des enfants. Au sein de la LCH, chacune des trois ligues qui en font partie impose ses propres règlements en matière de comportements répréhensibles en dehors de la glace. Selon le comité, cela engendre un manque

d'indépendance et compromet l'intégrité du processus, l'autoréglementation du processus de déclaration des incidents et les enquêtes relatives aux incidents, au point de rendre vaines les mesures disciplinaires imposées par les trois ligues. La LCH doit se doter d'un processus uniforme pour toute la ligue, faisant notamment appel à un tiers indépendant pour s'occuper de la réception des déclarations d'incidents de maltraitance et des enquêtes de ses trois ligues. La LCH doit également former un groupe de travail disciplinaire indépendant composé d'experts en la matière afin que les incidents de maltraitance soient gérés de manière cohérente. Les sanctions devraient faire l'objet d'un protocole officiel et uniforme, à l'instar du protocole régissant l'inconduite sur la glace. Il y a également lieu de définir lesdits comportements répréhensibles, et les sanctions correspondantes doivent être établies et appliquées de manière uniforme à la grandeur de la LCH.

**PRATIQUES EXEMPLAIRES EN MATIÈRE DE MESURE DES PROGRÈS ET D'AMÉLIORATION CONTINUE**

Le comité reconnaît que chacune des ligues relevant de la LCH a bien agi en procédant, il y a quatre ans, à la mise à jour de ses politiques et procédures. Cependant, il existe de nombreuses faiblesses à cet égard. Parmi les faiblesses les plus évidentes, notons l'absence d'une série intégrée et cohérente de politiques et de procédures pour l'ensemble de la LCH, et le fait que ses politiques diffèrent de celles de Hockey Canada. Le comité a également remarqué ce qui suit : il n'a pas été en mesure de trouver les politiques et les procédures de chacune des ligues sur les sites Web concernés; grand nombre des politiques et des procédures n'étaient pas claires, ne comprenaient pas de définitions et laissaient place à interprétation; les politiques et les procédures n'étaient pas numérotées ou identifiées en fonction de leurs parties prenantes; les mineurs ne faisaient pas l'objet de politiques différentes; et les politiques et les procédures ne sont pas mises à jour tous les ans. En raison de ces types de faiblesses, les politiques et les procédures sont difficiles à interpréter et à appliquer, tant pour ce qui est des comportements au quotidien que pour ce qui est du processus de déclaration et de la mise en application. De plus, ces faiblesses assujettissent la LCH à des risques.

À l'instar des politiques et des procédures, les programmes de formation et de sensibilisation ne sont pas uniformes à l'échelle de la ligue ou des parties prenantes, sans compter qu'ils sont peu fréquents. Le comité remarque toutefois qu'il existe un programme de formation uniforme au sein de la LCH pour les directeurs généraux, les entraîneurs, le personnel et les familles d'accueil. Cela dit, ce programme n'était pas cohérent en ce sens que les joueurs, les parents et les officiels ne reçoivent pas la formation. Il n'existe également pas de programme de recertification ou d'exigence de recertification annuelle.

Par ailleurs, les programmes de formation se font rares : de manière générale, il y a de la formation en début de saison, et peu de formation dans le courant de l'année. Au quotidien dans les vestiaires, le sujet de la maltraitance n'est pas abordé. Il en va de même des politiques et des procédures concernant la maltraitance des joueurs. Au quotidien, les joueurs mettent leurs habiletés physiques en pratique afin de les perfectionner et de les exécuter sans effort. Il devrait en être de même de leurs connaissances en matière de maltraitance.

La LCH ne recueille pas de données par le biais de sondages ou de registres des risques, et le suivi des incidents déclarés est minime. Par conséquent, il n'existe pas de données permettant de mesurer les progrès et l'amélioration continue. Cela a également des incidences sur la gestion des risques, car la documentation des incidents et des mesures prises à leur endroit présenterait des avantages. Et enfin, au sein de la LCH, personne en particulier n'est responsable de la sécurité des joueurs. Par conséquent,

cela donne naissance à des lacunes sur le plan des attentes et de l'exécution. Lorsque personne n'est responsable d'une filière, certaines choses passent immanquablement à travers les mailles du filet.

**CONCLUSION**

Bien que les politiques, les procédures et les programmes de formation constituent de bons moyens d'atténuer les comportements répréhensibles en dehors de la glace, à eux seuls, ils ne permettront pas de changer la maltraitance subie par les joueurs. Bon nombre des composantes individuelles qui permettent de gérer les comportements répréhensibles en dehors de la glace existent déjà. Cependant, c'est le ton qui est donné par les échelons supérieurs de même que l'intégration et la mise en œuvre efficace des politiques et des procédures qui revêtent une importance critique. Lorsque ces morceaux ne sont pas interconnectés, les comportements répréhensibles en dehors de la glace ne peuvent pas être gérés efficacement par la LCH. Au-delà des politiques et des procédures, la LCH doit recourir à des stratégies exhaustives pour donner lieu à des changements en matière de maltraitance.

La LCH et ses membres doivent accorder la priorité à la sécurité des joueurs afin de protéger les jeunes humains en plein développement de la ligue et d'améliorer la culture désuète de la LCH voulant que la maltraitance soit ancrée dans ce sport. Le président de la LCH doit posséder le pouvoir d'imposer de graves sanctions aux personnes qui contreviennent à la sécurité des joueurs. Ce ne sera que lorsque les échelons supérieurs de la LCH – dont les propriétaires, les directeurs généraux et les entraîneurs – reconnaîtront le problème, condamneront la maltraitance des joueurs et accorderont la priorité à la sécurité des joueurs que la culture changera. Ces changements de comportements et les signaux émanant des échelons supérieurs permettront aux joueurs de reconnaître qu'il y a un problème et de faire confiance au processus et à la Ligue canadienne de hockey. La LCH et toutes ses parties prenantes, allant des propriétaires aux joueurs, se doivent de prendre des mesures uniformes et intégrées dès maintenant.

## RÉSUMÉ DES CONSTATATIONS

**CONSTATATION N$^{O}$ 1**

Les comportements répréhensibles en dehors de la glace, notamment l'intimidation, le harcèlement et la discrimination, existent au sein de la LCH.

**CONSTATATION N$^{O}$ 2**

Au sein de la LCH, la maltraitance est devenue une norme ancrée en raison de la culture systémique qui y règne. La nature systémique du problème se traduit également par un état d'acceptation qui se perpétue ainsi que par l'absence de changement. La maltraitance peut être acceptée comme un comportement normal pour diverses raisons, qu'il s'agisse de l'acceptation générale, de la pression ressentie, de la désensibilisation ou du fait de ne pas comprendre la différence entre un comportement acceptable et un comportement inacceptable. La loi du silence qui entoure la maltraitance favorise sa perpétuation. Tous ces facteurs contribuent à un manque de déclaration des incidents.

**CONSTATATION N$^{O}$ 3**

Du point de vue structurel, il existe une déficience systémique vis-à-vis du soutien et du mentorat des entraîneurs et des directeurs généraux, tant pour ce qui est de l'adoption de méthodes d'entraînement éthiques que pour ce qui est de contrer les comportements répréhensibles en dehors de la glace au quotidien.

**CONSTATATION N$^{O}$ 4**

La maltraitance a d'importantes séquelles psychologiques sur les joueurs, et elle met en jeu leur sécurité et leur bien-être général. Ces séquelles peuvent durer pendant toute la vie.

**CONSTATATION N$^{O}$ 5**

Les incidents de comportements répréhensibles en dehors de la glace ne sont pas déclarés au sein de la LCH. Parmi les raisons menant au manque de déclarations des incidents, notons :

- l'acceptation de ces comportements en tant que comportements « normaux » pour ce sport;
- le fait de ne pas reconnaître qu'un incident digne d'être déclaré s'est produit (définitions ambiguës) ;
- la loi du silence;
- le fait de ne pas savoir comment s'y prendre pour faire une déclaration;
- le manque de confiance envers les personnes recevant les déclarations;
- la peur (de représailles, de gâcher une carrière ou de subir d'autres actes de maltraitance, etc.);
- la loyauté;
- une conviction selon laquelle les conséquences seront insuffisantes.

**CONSTATATION N$^{O}$ 6**

Le principe d'autoréglementation de la LCH, et plus particulièrement de chacune des ligues qui en font partie, mène à un manque d'indépendance qui compromet l'intégrité du processus. L'autoréglementation du processus de déclaration des incidents, d'enquête et de discipline par la LCH n'est pas efficace.

**CONSTATATION N$^{O}$ 7**

Le comité a constaté qu'à l'échelle de la LCH, il n'existe pas de processus clair et intégré de déclaration des incidents. Les observations suivantes ont été faites :

a) il n'y a pas de protocole clair à suivre pour déclarer les événements, enquêter à leur sujet et imposer des mesures disciplinaires;
b) il est difficile, voire impossible, de trouver les politiques sur tous les sites Web;
c) les politiques des diverses ligues portent à confusion, et il manque de définitions;
d) il existe de la confusion quant à ce qui constitue de la maltraitance et à la marche à suivre pour faire une déclaration;
e) les politiques en matière de maltraitance ne sont pas enseignées;
f) contrairement aux directeurs généraux, aux entraîneurs et aux familles d'accueil, les joueurs, les parents ou les officiels ne sont pas obligés de suivre la formation de Respect et Sport.

**CONSTATATION N$^{O}$ 8**

Les politiques et les procédures qui existent déjà au sujet des comportements répréhensibles en dehors de la glace présentent les faiblesses suivantes :

a) il existe des politiques pour chacune des trois ligues de la LCH. Il n'y a toutefois pas de politiques uniformes au sein de la LCH (pour ce qui est du contenu, de la formation et de la mise en application). Les trois ligues ont le même objectif, soit la protection des joueurs, mais les ressources de chacune des ligues se font rares pour arriver au même objectif;
b) de nombreuses politiques et procédures ne sont pas claires et pourraient exiger une interprétation. Les politiques et les procédures doivent être assorties de définitions et d'exemples de maltraitance;
c) les politiques et les procédures ne sont pas bien organisées ou cohérentes. Il semblerait que de nouvelles politiques ont été ajoutées aux anciennes au lieu d'avoir été intégrées au bon endroit ou d'avoir fait la mise à jour des politiques et des procédures déjà en vigueur. Elles ne sont pas numérotées, et il n'existe pas de « registre » ou de tableau complet indiquant quelles politiques et procédures s'appliquent aux personnes suivantes : le propriétaire, le directeur général, l'entraîneur, le personnel, le joueur ou la famille d'accueil;
d) la formation au sujet des politiques et des procédures n'est donnée qu'une seule fois, brièvement, en début de saison;
e) il est impossible de trouver les politiques et les procédures dans le site Web de toutes les ligues, ce qui soulève une question, à savoir dans quelle mesure elles sont accessibles aux joueurs et aux autres personnes intéressées;
f) il n'existe pas de politiques et de procédures pour différencier les joueurs selon leur âge. La composition des joueurs de la LCH varie d'enfants de 15 ans à des adultes de 20 ans;
g) seulement une des trois ligues membres de la LCH est dotée d'une politique de dénonciation des comportements répréhensibles en dehors de la glace;
h) les politiques et les procédures ne font pas l'objet d'un examen et d'une mise à jour annuels.

**CONSTATATION N$^{O}$ 9**

Même si les joueurs de la LCH adhèrent aux politiques et aux procédures de Hockey Canada lorsqu'ils évoluent dans les ligues précédant et suivant la LCH (ou lorsqu'ils sont empruntés par Hockey Canada), la LCH n'adhère pas aux politiques et aux procédures de Hockey Canada. En 2021, les politiques et les procédures de Hockey Canada comprendront le *Code de conduite universel pour prévenir et contrer la maltraitance dans le sport*.

**CONSTATATION N$^{O}$ 10**

Respect et Sport est un outil cohérent de formation, de suivi et de gestion des risques utilisé à l'échelle du pays par les propriétaires, les directeurs généraux, les entraîneurs, le personnel et les familles d'accueil de la LCH. Les joueurs et les parents ne reçoivent toutefois pas cette formation. Et il n'y a pas d'exigence de recertification.

Les programmes de formation et de sensibilisation qui existent déjà au sein de la ligue ne sont pas uniformes d'une ligue membre à l'autre et d'une partie prenante à l'autre. Par ailleurs, ces programmes

ne sont pas donnés assez souvent, et ils ne cadrent pas avec les politiques et les procédures concernant les comportements répréhensibles en dehors de la glace.

Il faut posséder de grandes compétences en communication et de grandes capacités relationnelles pour développer la confiance, pour inculquer une culture et pour créer des communications bilatérales et une prise de conscience par rapport aux enjeux difficiles.

**CONSTATATION N$^{O}$ 11**

Les joueurs ne sont pas sollicités pour formuler des commentaires ou de la rétroaction sur les politiques, les procédures ou les programmes de formation et de sensibilisation. Cela crée un vide considérable. S'imaginer que la mise en place de structures visant à protéger les joueurs de la maltraitance tout en excluant leurs voix, leurs témoignages, leurs désirs et leurs besoins va à l'encontre des principes fondamentaux à ce sujet.

**CONSTATATION N$^{O}$ 12**

Afin de pouvoir s'améliorer, il faut disposer de données. La LCH a besoin de données pour s'améliorer continuellement et pour graviter vers les pratiques exemplaires. La LCH ou les ligues qui en font partie n'ont pas transmis au comité de données permettant de suivre leur rendement ou de s'améliorer continuellement. La LCH n'est pas dotée d'un système coordonné pour recueillir de telles données.

**CONSTATATION N$^{O}$ 13**

À l'échelle de la CHL, il n'y a pas de rôle qui s'occupe de superviser la sécurité des joueurs et de créer des politiques et des procédures uniformes pour l'ensemble du Canada. Au sein de chacune des trois ligues de la LCH, il n'y a pas de postes cohérents assurant la supervision de tous les aspects de la sécurité des joueurs, notamment en ce qui a trait à l'uniformité, à l'intégration des programmes, des politiques, des procédures et de la formation, à la collecte et à la surveillance des données ainsi qu'à l'amélioration continue de l'enjeu de la maltraitance des joueurs. De même, cette responsabilité n'existe pas au niveau des équipes. Le fait de ne pas déléguer cette responsabilité à une personne en particulier (ce qui signifie que « tout le monde » est responsable) fait en sorte que personne n'en est responsable au bout du compte. Dans de telles circonstances, il est possible que des choses soient négligées et que les situations ne soient pas toutes traitées de la même façon.

## RÉSUMÉ DES RECOMMANDATIONS

**RECOMMANDATION N$^{O}$ 1**

La LCH doit prendre les mesures qui s'imposent pour changer sa culture en adoptant des stratégies exhaustives qui vont au-delà des politiques et des procédures. Ces stratégies devraient viser des changements sur le plan de la structure, du comportement et des politiques. Elles devraient aussi avoir pour effet d'améliorer l'interconnexion des diverses composantes nécessaires pour contrer les comportements répréhensibles en dehors de la glace. La LCH doit exercer un plus grand pouvoir et contrôle en matière de formation, de politiques et de mise en œuvre des nouvelles stratégies.

Pour qu'une culture favorise la sécurité des joueurs, il faut un engagement solide, visible, bien expliqué et exemplifié de la part de la LCH, de ses commissaires, de ses propriétaires, de ses directeurs généraux, de ses entraîneurs et de ses joueurs. L'attitude hiérarchique qui existe entre les recrues et les vétérans doit changer : les joueurs devraient faire figure de leaders et de mentors. Il est important que les personnes en situation d'autorité donnent l'exemple en montrant clairement qu'il est non seulement acceptable de s'exprimer et de reconnaître les problèmes, mais qu'il s'agit là aussi d'actes essentiels à la sécurité des joueurs. De plus, il est important pour les personnes en situation d'influence et d'autorité d'agir lorsque des problèmes sont déclarés, de manière ponctuelle et conséquente.

**RECOMMANDATION N$^{O}$ 2**

Dans le cadre de sa stratégie exhaustive visant à améliorer sa culture, la LCH doit venir en aide à ses entraîneurs et à ses directeurs généraux dans un milieu en évolution constante. Parmi les ressources à mettre à la disposition des entraîneurs et des directeurs généraux, notons des experts sur les façons de contrer les comportements répréhensibles en dehors de la glace et sur les méthodes d'entraînement éthiques, ainsi que des techniques de réflexion et d'application des méthodes. Les entraîneurs et les directeurs généraux doivent pouvoir avoir accès aux ressources en temps réel pour discuter de problèmes tangibles de manière confidentielle. Les entraîneurs et les directeurs généraux doivent aussi recevoir de la formation. Si de tels experts étaient à leur disposition, au téléphone ou en situation de jumelage ou d'observation, les directeurs généraux et les entraîneurs pourront apprendre de ces experts et adapter leurs méthodes d'entraînement. Au bout du compte, cette manière de procéder peut avoir d'importantes répercussions sur la culture.

**RECOMMANDATION N$^{O}$ 3**

Il est important que la LCH établisse une marche à suivre indépendante gérée par une tierce partie pour la déclaration des actes de maltraitance. Le recours à une partie indépendante pour la consultation et la déclaration des incidents, la réalisation des enquêtes, l'imposition des mesures disciplinaires et la rectification des cas de comportements répréhensibles conférera une dimension d'intégrité au processus. Cette manière de procéder incitera davantage les personnes concernées à faire des déclarations et à croire que leurs déclarations porteront fruits (tant pour les personnes étant la cible des actes de maltraitance que pour les contrevenants). Le processus doit être transparent et uniforme, et comprendre notamment :

- un numéro de téléphone confidentiel pour déclarer les incidents ou s'entretenir à leur sujet, habilitant ainsi les joueurs et toutes les parties prenantes à parler ouvertement des incidents. Ceci pourrait s'ajouter à l'option de faire une déclaration à l'agent de liaison des joueurs ou à une autre partie relevant de la LCH (par exemple, certains sports utilisent la Ligne d'assistance du sport canadien);
- un groupe de travail indépendant pour faire des enquêtes sur tous les incidents déclarés;
- l'autorité pour le président de déterminer des sanctions uniformes et adéquates (conformément au protocole);
- un processus uniforme et transparent.

**RECOMMANDATION N$^{O}$ 4**

Un registre des risques, administré par la LCH et consignant tous les incidents de manière anonyme, doit être analysé mensuellement et être forcément utilisé par les équipes et les ligues afin de reconnaître les tendances, d'intervenir sans tarder pour régler les problèmes, et d'empêcher que d'autres incidents se produisent. Ce registre permettrait aussi de gérer les risques pour la LCH, car les événements seraient documentés et des mesures de suivi seraient prises.

**RECOMMANDATION N$^{O}$ 5**

Il y a lieu d'établir un seul protocole, s'appliquant à toute la LCH, pour les comportements répréhensibles en dehors de la glace. Ce protocole doit être aussi clair et défini que s'il s'agissait d'incidents ayant des séquelles physiques : en définissant les comportements répréhensibles en dehors de la glace, en donnant des exemples, en indiquant la marche à suivre pour faire des déclarations et à qui s'adresser, en décrivant les étapes de l'enquête et en citant les mesures à prendre du point de vue disciplinaire. Cela permettrait à tous les membres de la LCH, aux membres du groupe de travail indépendant et au président de la LCH de gérer les incidents de maltraitance de manière uniforme. Les sanctions doivent être officialisées, à l'instar des sanctions pour inconduite physique sur la glace, afin de déterminer quelle pénalité sera imposée pour des comportements donnés.

**RECOMMANDATION N$^{O}$ 6**

Il est indispensable que les politiques et les procédures soient régies par la LCH et qu'elles soient uniformes pour l'ensemble des trois ligues. La formulation des politiques et des procédures doit correspondre au niveau de l'utilisateur (qu'il s'agisse d'un propriétaire, d'un directeur général, d'un entraîneur, d'un joueur ou d'une famille d'accueil) et elles doivent être présentées dans un format qui leur convient (site Web, application, document imprimé, etc.). Les politiques doivent être numérotées et indexées sous la forme de tableau pour chacune des parties prenantes concernées. Elles doivent également comprendre des définitions et des exemples de comportements répréhensibles, et un processus de déclaration cohérent. Les déclarations doivent pouvoir se faire à diverses personnes, au choix : déclarations internes aux entraîneurs, aux officiels de la ligue ou à une tierce partie indépendante.

À l'échelle de la LCH, les joueurs, les parents et les officiels se doivent de suivre un programme de formation fondamental, conforme au programme obligatoire que doivent suivre les entraîneurs, les familles d'accueil et les directeurs généraux. Il doit aussi y avoir recertification annuellement.

Les programmes de formation doivent comprendre des discussions et des cours fréquents, informels et ouverts sur la maltraitance, les politiques et les protocoles, de même que sur les éléments à déclarer et sur la manière de procéder. Les programmes de formation doivent avoir lieu beaucoup plus souvent qu'une fois par année. C'est essentiel.

**RECOMMANDATION N$^{O}$ 7**

Afin d'améliorer ses politiques et ses procédures relatives aux comportements répréhensibles en dehors de la glace, la LCH doit faire ce qui suit :

a) adopter un seul ensemble standard de politiques et de procédures que doivent respecter la LHJMQ, l'OHL et la WHL. Parmi les pratiques de premier ordre visant l'élaboration, la mise à jour

et le contrôle de ces politiques et procédures, notons la création d'un comité de politiques et de procédures composé de représentants de chacune des ligues;

b) présenter des définitions claires et simples, assorties d'exemples de comportements répréhensibles en dehors de la glace, afin d'illustrer les définitions de manière concrète. Cela permettra d'éliminer la confusion ou le besoin d'interprétation. Les procédures et les protocoles doivent également être clairs et comprendre une marche à suivre précise et détaillée pour l'application des politiques, comprenant notamment des procédures visant à empêcher les cas de maltraitance, à habiliter les consultations et les déclarations ainsi qu'à faire des enquêtes et des suivis;
c) respecter le *Code de conduite universel pour prévenir et contrer la maltraitance dans le sport* (CCUMS) de Sport Canada de même que la loi;
d) avoir une composante d'entraînement éthique;
e) être bien organisée et facilement accessible : en se dotant d'un tableau de politiques et de procédures numérotées bien en vue indiquant quelles politiques et quelles procédures s'appliquent à chaque partie prenante, et de « cahiers » de politiques et de procédures individuels (ceux-ci peuvent être en format électronique) pour chacune des parties prenantes : propriétaire, directeur général, entraîneur, joueur et famille d'accueil;
f) fournir des programmes de formation détaillés sur les politiques et les procédures lorsque des politiques sont créées ou révisées afin que les parties prenantes comprennent bien les politiques et les procédures, définitions y comprises, et sachent comment les mettre en œuvre. La formation doit être permanente ou répétée pour faire en sorte que les politiques et les procédures soient comprises et soient toujours à l'esprit des gens, au quotidien. Les politiques et les procédures concernant les comportements répréhensibles en dehors de la glace doivent être mises en application de manière tangible, ce qui peut se faire en les incorporant aux plans d'entraînement habituels;
g) se doter de politiques et de procédures facilement accessibles, dans un niveau de langue et dans un format qui convient à la partie prenante concernée. Il peut s'agir de sites Web, de documents imprimés, d'applications, de médias sociaux, et ainsi de suite. Il est essentiel que chaque ligue, y compris la LCH, énonce les politiques standardisées de la LCH sur sa page d'accueil;
h) faire des différenciations en fonction de l'âge, car il existe d'importantes différences du point de vue développemental et juridique. Les politiques et les procédures qui s'adressent directement aux mineurs doivent être incluses;
i) établir une politique de dénonciation à l'échelle de la LCH afin que les parties prenantes et les témoins puissent déclarer, de manière anonyme, les incidents de comportements répréhensibles en dehors de la glace, et fournir l'aide nécessaire. La mise en place d'une ligne téléphonique de dénonciation cadre avec la recommandation visant la création d'une tierce partie indépendante pour la réception des déclarations de maltraitance et la réalisation des enquêtes;
j) faire en sorte que les documents soient évolutifs, en ce sens qu'ils doivent être révisés et mis à jour annuellement afin de tirer des leçons des événements de l'année qui vient de s'écouler et d'intégrer les nouvelles exigences juridiques. Les politiques et les procédures nouvelles et révisées doivent faire l'objet d'une formation afin qu'elles soient bien comprises et que les parties prenantes puissent prendre les mesures qui s'imposent, le cas échéant.

**RECOMMANDATION N$^{O}$ 8**

La Ligue canadienne de hockey doit renforcer son partenariat avec Hockey Canada et s'appuyer sur cette relation pour mieux protéger les joueurs de la maltraitance. Grâce à son partenariat avec Hockey Canada en matière de politiques, de procédures et de programmes de formation, la LCH bénéficiera d'un cadre solide en ce qui a trait à la maltraitance des joueurs. En adoptant un ensemble intégré de politiques et de procédures en matière de maltraitance en collaboration avec Hockey Canada, la LCH ne serait pas obligée de refaire ce travail. Ceci pourrait permettre à la LCH de miser sur les politiques, les procédures et les programmes de formation déjà élaborés. Il y a lieu d'élaborer un code de conduite universel pour le hockey cadrant avec les principes de Hockey Canada. Un effort coordonné et une approche unifiée en matière de maltraitance permettront d'élaborer des documents et des approches uniformes pour les joueurs dès leur toute première séance d'entraînement, jusqu'aux échelons de la LCH et au niveau U-20. Cette approche cohérente donnera lieu à la création d'une culture saine en matière de maltraitance dès le jeune âge et jusqu'au niveau de la LCH et par la suite.

**RECOMMANDATION N$^{O}$ 9**

À la lumière de la culture systémique qui règne au sein de la LCH et de l'absence d'intégration des politiques, des procédures et des programmes de formation, il y a lieu de créer un programme officiel de formation et de sensibilisation (uniforme à la grandeur des trois ligues) aux politiques et aux procédures, avec l'aide d'experts en la matière.

a) Adopter une seule stratégie cohérente pour un sport sécuritaire à la grandeur de la LCH.

b) Donner une seule formation standardisée sur le sport sécuritaire, y compris sur toutes les formes de maltraitance, à l'échelle de la LCH. En plus de cette formation, d'autres programmes peuvent être conçus sur mesure pour chacune des ligues.

c) Recourir à des méthodologies qui conviennent au besoin et au sujet (experts externes, cours en ligne, cours en personne, etc.).

d) Intégrer les compétences en communication et autres capacités interrelationnelles aux programmes de formation de toutes les parties prenantes.

e) Pour toutes les parties prenantes, faire en sorte que le contenu de la programmation porte sur les conséquences de la maltraitance des joueurs et sur l'habilitation des témoins (autrement dit, les témoins d'incidents de maltraitance et la nécessité de faire des déclarations).

f) Concevoir les programmes de formation en fonction des divers groupes d'âge et les donner de diverses manières, puis les assortir de définitions et d'exemples de comportements répréhensibles en dehors de la glace.

g) Assurer la cohérence des programmes de formation : en ce moment, certains programmes ne sont pas offerts aux joueurs ou aux parents, mais il faut que ceux-ci reçoivent la formation pour que toutes les parties prenantes de la LCH aient accès à la même information.

h) Faire en sorte que certains programmes fassent l'objet d'examens périodiques et d'une recertification annuelle. Il s'agit là de composantes importantes de la programmation pour que

les parties prenantes comprennent et assimilent bien la matière afin de pouvoir la mettre en application.

i) Susciter de vraies prises de conscience en faisant en sorte que les programmes de sensibilisation comprennent des communications et des discussions régulières sur des sujets comme la maltraitance à l'extérieur de la glace et une culture saine au sein des équipes. Le fait d'avoir des discussions en équipe au vestiaire (pratiquer la sensibilisation, au même titre que le jeu en avantage numérique) ou des conversations en privé avec les joueurs aide à établir la confiance et à promouvoir des communications ouvertes.

j) Accrocher une affiche du *Code universel* de la LCH dans le vestiaire de toutes les équipes pour aider les entraîneurs à discuter de divers points de manière régulière et informelle. Cela ferait partie de leur plan d'entraînement.

k) Établir un programme de défense mettant l'accent sur le leadership et la sensibilisation. La prévention et l'intervention sont beaucoup plus importantes que la rectification.

l) Instituer un programme de mentorat avec d'anciens joueurs pour aider les joueurs plus âgés à donner l'exemple et à servir de mentors aux plus jeunes.

**RECOMMANDATION N$^{O}$ 10**

La mobilisation des joueurs est essentielle à l'élaboration et à la prestation de politiques, de procédures et de programmes de formation et de sensibilisation clairs et exécutables, qui accordent la priorité à la sécurité des joueurs.

Il y a lieu d'établir une « table des champions » composée de représentants des joueurs afin de faire appel à eux dans le cadre de l'élaboration des politiques, des procédures et des programmes de formation visant à les protéger de la maltraitance et pour communiquer aux autres membres de leur équipe l'information dont ils ont eu vent à la table des champions. Cela prouvera que la LCH prend le sujet de la maltraitance au sérieux et que l'opinion des joueurs compte. Cela permettra aussi d'aider à améliorer la culture si la LCH, les propriétaires, les directeurs généraux et les entraîneurs y adhèrent sérieusement.

**RECOMMANDATION N$^{O}$ 11**

La LCH doit recueillir des données et élaborer un système permettant de cerner les possibilités d'amélioration, de mesurer les progrès et d'éclairer les programmes, les politiques et les procédures de prévention, de communication, de formation et de sensibilisation. Les données ainsi obtenues devront être analysées afin de déterminer les tendances pour donner lieu à des interventions rapides afin de prévenir les problèmes grâce à des programmes de formation adéquats et à l'adaptation des divers programmes dans leur ensemble.

La collecte des données devrait se faire au moyen de sondages anonymes auprès des parties prenantes (uniformes pour toutes les ligues). Ces sondages permettront de recueillir des commentaires et des informations permettant d'améliorer la culture, les politiques, les procédures, les programmes de formation et de sensibilisation de même que l'expérience vécue au sein de la LCH et de l'équipe. Le sondage devrait aussi demander si les répondants estiment que leur entraîneur crée un milieu sécuritaire pour eux. Il est recommandé de faire les sondages aux moments suivants :

- Au début
- À la fin
- Annuellement

Les données prélevées au moyen des registres des risques, des déclarations d'incidents, de la ligne d'assistance téléphonique et de la table des champions (recommandations nos 3 et 10) doivent aussi faire partie du système afin de favoriser un suivi et de donner lieu à une amélioration continue.

**RECOMMANDATION NO 12**

La LCH doit mettre en place une structure officielle à l'échelle de la ligue afin de donner lieu à une responsabilisation vis-à-vis de la sécurité des joueurs. Au sein de chaque ligue et de chaque équipe, il faut établir un poste pour cette personne responsable, qui relève de la LCH.

La LCH doit nommer une personne responsable des incidents de comportements répréhensibles en dehors de la glace et se doter d'une approche intégrée et coordonnée à l'échelle de la ligue. La personne occupant ce poste serait responsable de la sécurité des joueurs, notamment par le biais de politiques, de procédures, de programmes de formation et de sensibilisation standardisés à la grandeur de la LCH. Cette personne serait aussi responsable de la collecte des données à l'échelle de la LCH, de leur suivi, de leur analyse et de l'amélioration continue. L'analyse des données permettrait d'éclairer la mise à jour des programmes de formation, de la prévention, des interventions, et ainsi de suite. Des représentants de la LCH relèveraient également de ce rôle.

Chacune des trois ligues doit se doter d'un représentant responsable de la sécurité des joueurs au sein de sa propre ligue. Ce rôle aiderait les équipes à prioriser la sécurité des joueurs ainsi qu'à mettre en application des politiques, des procédures et des programmes de formation uniformes. Cette personne serait aussi responsable de la collecte, du suivi et de l'analyse des données de la ligue. Les représentants des équipes responsables de la sécurité des joueurs relèveraient aussi de ce rôle.

Chaque équipe doit désigner une personne responsable de la sécurité des joueurs. Cette composante de leur rôle relèverait du directeur de la sécurité des joueurs de la ligue. Ce rôle veillerait à la mise en œuvre des politiques, des procédures et des programmes de formation, à l'élaboration du contenu que les entraîneurs doivent aborder régulièrement (plan d'entraînement comprenant une composante de sécurité des joueurs : soit des discussions et des conversations régulières, officielles ou non). Cette personne serait aussi responsable de la collecte des données de l'équipe, de leur suivi, de leur analyse et de l'amélioration continue.

**RECOMMANDATION N$^{O}$ 13**

La LCH doit distribuer les constatations du présent rapport à ses membres. Ce faisant, tous les dirigeants entendront le même message et l'information sera transmise aux joueurs et au personnel, l'objectif étant, au bout du compte, de changer la culture de la LCH.

## MANDAT DU COMITÉ ET MÉTHODOLOGIE

### Mandat

Le 25 juin 2020, la Ligue canadienne de hockey (LCH) a décidé de désigner un comité d'examen indépendant dont le mandat consiste à passer en revue les politiques et les pratiques en vigueur au sein de ses ligues en matière de brimade (initiation), d'abus, de harcèlement et d'intimidation, en plus de se pencher sur les allégations selon lesquelles les joueurs ne sont pas à l'aise de dénoncer les comportements qui vont à l'encontre des politiques. L'objectif de cet examen consiste à assurer que la LCH offre l'expérience la plus sécuritaire qui soit dans le monde du hockey et du sport amateur.

Le cadre de référence (annexes 1 et 2) a conféré au comité d'examen indépendant le mandat de faire des recommandations aux commissaires de la Western Hockey League (WHL), de l'Ontario Hockey League (OHL) et de la Ligue de hockey junior majeur du Québec (LHJMQ) de même qu'au président de la LCH selon les paramètres énoncés ci-dessous :

- examiner les politiques et les procédures actuelles de la WHL, de l'OHL et de la LHJMQ pour déterminer si des modifications permettraient de mieux protéger les joueurs des comportements répréhensibles en dehors de la glace en matière de brimade (initiation), de harcèlement et d'autres formes d'abus infligés par les autres joueurs, le personnel des équipes ou les représentants (« comportement répréhensible en dehors de la glace »);
- examiner les programmes actuels de formation et de sensibilisation en vue d'assurer l'adoption de pratiques exemplaires pour mieux protéger les joueurs des comportements répréhensibles en dehors de la glace;
- examiner les procédures actuelles de dépôt de plaintes et les programmes de formation afin de déterminer si des modifications augmenteraient la possibilité que davantage de plaintes se rapportant aux comportements répréhensibles en dehors de la glace soient déposées à des fins d'enquête par l'équipe ou les officiels de la ligue.

### Méthodologie

Dans le cadre de son examen, le comité d'examen indépendant a tenu compte des sources d'information suivantes :

- les politiques actuelles de la LHJMQ, de l'OHL et de la WHL;
- les plaintes qui ont été déposées pour les trois saisons, 2017-2019, au sein de la LHJMQ, de l'OHL et de la WHL en matière de maltraitance;
- les présentations des hauts dirigeants de la LCH (y compris de la LHJMQ, de l'OHL et de la WHL);
- les présentations et les entrevues avec des experts (annexe);

- des entrevues confidentielles avec des agents, des joueurs, d'anciens joueurs, des directeurs généraux, des entraîneurs, des propriétaires, des hauts dirigeants d'autres organisations sportives canadiennes, des représentants d'autres ligues au Canada et à l'extérieur du Canada, et des dirigeants de Hockey Canada;
- des rapports de recherche;
- les résultats d'un sondage effectué par Léger sur le Web (le « sondage de Léger ») (annexe 7) auprès de 665 membres de la LCH (le nom des répondants provenait de listes fournies par l'OHL, la LHJMQ et la WHL). En tout, 31 directeurs généraux, 59 entraîneurs, 98 membres du personnel, 259 joueurs et 212 familles ont répondu au sondage. Les propriétaires n'ont pas été visés par ce sondage.

Il est important de remarquer que le comité a rempli son mandat pendant la pandémie de la COVID-19. Par conséquent, les présentations, les discussions et les entrevues ont principalement eu lieu en mode virtuel. Il n'y a pas eu d'observation ou de jumelage sur place.

Ce rapport sera présenté au Bureau des gouverneurs de la Ligue canadienne de hockey.

Le glossaire des termes figure à l'annexe 3.

## INTRODUCTION

Les séquelles sur les joueurs des comportements répréhensibles en dehors de la glace sont considérables et de longue durée. Pourtant, cet enjeu est beaucoup moins connu que l'inconduite physique sur la glace. La brimade (initiation), le harcèlement, l'intimidation, l'abus et d'autres formes de maltraitance occasionnent du stress et des traumatismes, tant pour la personne concernée que pour les témoins. Les séquelles sont d'ordre émotionnel, physiologique et développemental, et elles ont des effets sur le bien-être général de la personne. Il est impératif que la priorité de la LCH soit de protéger ses joueurs, et ce, de manière holistique. Grand nombre des joueurs sont mineurs. Ce sont des joueurs qui en sont à un stade critique et important de leur développement psychologique. Des joueurs qui seront empreints des conséquences de leur expérience au sein de la LCH, soit-elle positive ou négative, pendant le restant de leurs jours. Les comportements répréhensibles en dehors de la glace existent au sein de la LCH. Ils font partie d'une norme culturelle tacite qui doit changer.

Il y a environ quatre ans, de nouvelles politiques et procédures ont été adoptées par les trois ligues faisant partie de la Ligue canadienne de hockey (soit la Ligue de hockey junior majeur du Québec ou « LHJMQ », l'Ontario Hockey League ou « OHL » et la Western Hockey League ou « WHL ») afin de contrer les comportements répréhensibles en dehors de la glace. Malgré les modifications qui ont été apportées aux politiques et aux procédures, il y a toujours des allégations selon lesquelles les joueurs ne sont pas à l'aise de déclarer les incidents de comportements répréhensibles en dehors de la glace. Dans l'optique de continuer à s'améliorer, la Ligue canadienne de hockey a demandé à ce qu'un examen soit réalisé par un comité d'examen indépendant (le « comité »). Les membres du comité sont reconnaissants d'avoir eu l'occasion d'aider la LCH à apporter des améliorations à sa ligue et à favoriser l'adoption de pratiques exemplaires.

Le comité a trouvé plusieurs raisons expliquant la perpétuation des comportements répréhensibles en dehors de la glace. Bien que les politiques et les procédures jouent un rôle favorable dans la réduction de la maltraitance, à elles seules, elles ne suffisent pas à régler le problème des comportements

répréhensibles en dehors de la glace. Pour y parvenir, la LCH doit aussi se pencher sur la culture systémique qui permet à ces comportements d'exister et de persister. Cette culture s'affiche dans les normes tacites de la LCH, normes qui acceptent des comportements ancrés autrement inacceptables à l'extérieur du monde du hockey. Ces normes brouillent les limites de ce qui est considéré comme acceptable. Elles désensibilisent les gens à l'intimidation, au harcèlement, à la brimade (initiation) et à d'autres formes de maltraitance au hockey. Ces comportements sont ancrés dans le jeu, et il faut que cela change. Mais pour y parvenir, il faut que les propriétaires, les directeurs généraux, les entraîneurs et les joueurs reconnaissent l'existence du problème.

Par ailleurs, la LCH doit assumer la responsabilité de faire ce qui s'impose, et se servir de son autorité pour passer à l'action. Afin d'atténuer les comportements répréhensibles en dehors de la glace et de rehausser les déclarations d'incidents, la Ligue canadienne de hockey doit donner effet au changement de culture. Il y a lieu d'élaborer des politiques, des procédures et des programmes de formation et de sensibilisation cohérents et standardisés à l'échelle de la LCH, pour lesquels la sécurité des joueurs passe en premier. Les dirigeants de la LCH, ce qui comprend les propriétaires, les directeurs généraux et les entraîneurs, doivent donner le ton, mettre ces politiques, procédures et programmes de formation et de sensibilisation en pratique, et susciter une prise de conscience à leur égard afin de faire progresser la culture de la ligue et la sécurité des joueurs. Le président de la LCH doit avoir l'autorité de discipliner les propriétaires, les directeurs généraux, les entraîneurs et les joueurs qui commettent des infractions. Grâce à ce pouvoir, la LCH pourra prouver le sérieux qu'elle accorde à ce problème.

La LCH est une ligue de développement et non pas une ligue compétitive. Selon son site Web, la LCH « est la plus importante ligue de développement de hockey au monde ». Puisque sa principale raison d'être consiste à former les jeunes joueurs et puisqu'elle est le plus grand fournisseur de hockeyeurs à la LNH, il est encore plus essentiel qu'elle se dote d'une vision commune à l'égard de sa mission. Le côté humain de ce mandat doit figurer au premier plan au moment où les jeunes joueurs apprennent comment se comporter dans le monde du hockey, sur la glace et en dehors de celle-ci, pour le reste de leur vie et de leur carrière. Ces jeunes hommes finiront par avoir une famille et par enseigner à leurs enfants comment se comporter dans le monde du sport. La LCH et ses membres doivent accorder la priorité à la sécurité des joueurs et se concentrer sur la formation de bons humains, au lieu de leur montrer qu'il faut gagner à tout prix.

Et enfin, la LCH doit créer un environnement proactif pour reconnaître les problèmes potentiels et intervenir sans tarder. Quand vient le temps de contrer les diverses formes de maltraitance et leurs conséquences, de nombreuses composantes entrent en jeu, dont le ton donné par les dirigeants, l'intégration, la mise en œuvre et l'enseignement efficaces des politiques et des procédures. Bien que la LCH se soit dotée de certains des aspects nécessaires pour contrer les comportements répréhensibles en dehors de la glace, il faut qu'elle adopte des stratégies exhaustives pour relier ses diverses composantes afin de réussir à faire obstacle à la maltraitance des joueurs. La LCH devrait approfondir davantage son partenariat avec Hockey Canada. La mise en place de politiques et de procédures intégrées à la grandeur de la LCH et de Hockey Canada dès le tout premier entraînement d'un joueur jusqu'à ses années dans la LCH et dans la ligue U20 permettrait de consolider et de simplifier les politiques et les procédures. La Ligue canadienne de hockey et ses membres doivent prendre conscience de leur impact chez les jeunes joueurs. Les comportements répréhensibles hors de la glace causent des dommages. Un seul incident, c'est un incident de trop. Il faut que cela cesse.

# CONSTATATIONS ET RECOMMANDATIONS

# UNE CULTURE DE COMPORTEMENTS ANCRÉS

Les athlètes, peu importe leur âge, ont le droit de participer à leur sport dans un environnement sécuritaire, tant du point de vue physique que psychologique. Ces dernières années, de multiples études et reportages ont permis de constater que malgré ce droit, la maltraitance persiste et que la plupart du temps, elle passe sous silence. Il s'avère que la maltraitance laisse de graves séquelles sur les athlètes, sur les plans psychologique, physique, relationnel et économique. Les témoins et les observateurs en subissent également les conséquences, et les organisations en ressentent les effets négatifs, notamment sur le plan de leurs finances et de leur réputation.

## 6.1 Incidences de l'intimidation, du harcèlement et de la discrimination dans la LCH

Le comité a mandaté la firme Léger pour faire un sondage dans le but de recueillir de l'information auprès des directeurs généraux, des entraîneurs, du personnel, des joueurs et des familles (membres de la LCH ces trois dernières années) afin de comprendre l'état actuel de la situation des comportements répréhensibles en dehors de la glace au sein de la Ligue canadienne de hockey et des perceptions de la LCH. La raison pour laquelle le sondage a visé des membres des trois dernières années, c'était pour mettre en lumière l'état actuel de la situation, car de nouvelles politiques et procédures ont été mises en œuvre par les trois ligues relevant de la LCH avant cette période (il y a environ quatre ans).

Un pourcentage important de répondants au sondage a indiqué qu'il existe des problèmes au sein de la LCH en matière d'intimidation, de harcèlement et de discrimination. Le problème du harcèlement a été signalé comme étant répandu. Il est intéressant de remarquer que ce sont les membres du personnel, les joueurs et les familles qui ont davantage déclaré qu'il existe des problèmes, plus que les entraîneurs et les directeurs généraux, et qui ont affirmé que l'intimidation, le harcèlement et la discrimination sont monnaie courante. Il y a aussi lieu de préciser que du point de vue statistique, la population des directeurs généraux n'a pas répondu en grand nombre à la question cherchant à savoir si les incidents de maltraitance étaient répandus : parmi les 31 directeurs généraux qui ont répondu au sondage, un très petit nombre d'entre eux a répondu à cette question (figure 1).

*Selon vous, est-ce que les problèmes suivants existent ou non au sein de la LCH?*

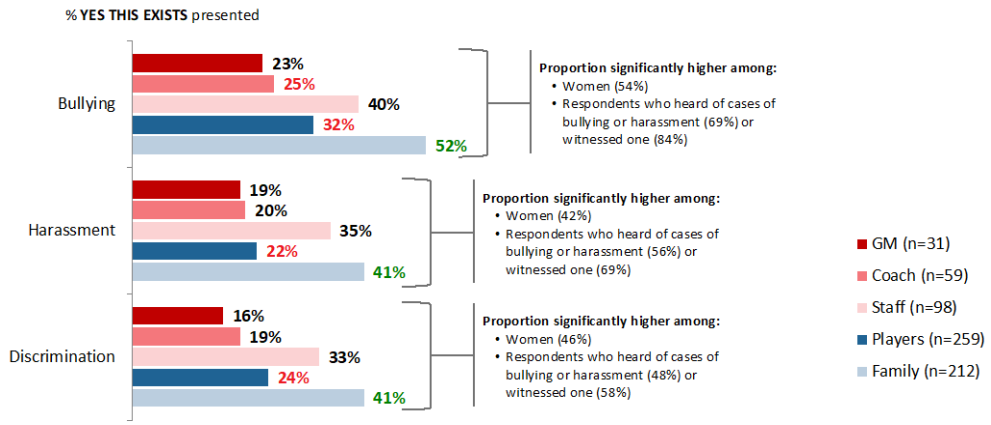


Figure 1 - Sondage de Léger

**CONSTATATION N$^{O}$ 1**

Les comportements répréhensibles à l'extérieur de la glace, notamment l'intimidation, le harcèlement et la discrimination, existent au sein de la LCH.

### 6.2 Culture de la Ligue canadienne de hockey

Ces dernières années, de nombreuses recherches ont été effectuées au sujet de la culture qui règne dans le sport et de l'acceptation de la maltraitance. Des recherches ont permis de démontrer que le contrôle est devenu un principe fondamental du sport d'élite et de haute performance, au point de créer un contexte culturel pour lequel les séquelles physiques et psychologiques sont devenues un aspect normalisé et accepté de la culture du sport. Dans le sport, cette culture de contrôle crée un climat au sein duquel la maltraitance est attendue, voire acceptée. (Kerr et al, 2020) [traduction libre]

L'auteur avance que dans le monde du hockey, le contrôle passe par la hiérarchie du pouvoir et de l'autorité. Ce contrôle existe entre les joueurs, les propriétaires, les directeurs généraux et les entraîneurs. Il existe entre les joueurs, de même qu'entre les recrues et les vétérans. Ce contrôle, en plus du nombre d'athlètes disponibles et prêts à prendre la place d'un joueur, assujettit les athlètes compétitifs à la manipulation et aux dommages. Ce que cette recherche prouve, c'est que les comportements de maltraitance qui seraient inacceptables dans toute autre situation peuvent devenir une norme culturelle acceptable dans le sport de compétition. De manière générale, les comportements répréhensibles en dehors de la glace sont devenus acceptables.

Cette « acceptation » des comportements répréhensibles en dehors de la glace s'affiche clairement dans les réponses au sondage de Léger, à savoir si le harcèlement, l'intimidation et la discrimination constituent des enjeux importants au sein de la LCH. Contrairement à la constatation émanant du sondage selon laquelle l'intimidation, le harcèlement et la discrimination existent et sont répandus dans la LCH, un pourcentage relativement faible de directeurs généraux et d'entraîneurs ne les qualifient pas d'enjeux importants au sein de la LCH (65 % des directeurs généraux et 54 % des entraîneurs estiment que *ni l'un ni l'autre* de ces trois enjeux ne prend de l'importance au sein de la LCH). En revanche, comparativement aux directeurs généraux et aux entraîneurs, la moitié des membres du personnel (47 %), des joueurs (46 %) et des familles (61 %) affirment que la CHL devrait concentrer ses efforts sur l'élimination de l'intimidation, de la discrimination ou du harcèlement.

Cette divergence de perception vis-à-vis du problème des comportements répréhensibles en dehors de la glace par des membres de la LCH se voit clairement dans les réponses au sondage. Le fait que même si l'intimidation, le harcèlement et la discrimination sont signalés comme étant répandus, seulement la *moitié* du personnel, des joueurs et des familles estiment qu'il s'agit là d'enjeux importants au sein de la ligue au point d'agir est extrêmement inquiétant. De la même façon, le fait que les directeurs généraux et les entraîneurs perçoivent que le problème est moins aigu et qu'il n'y a pas de nécessité d'agir est également préoccupant. Les directeurs généraux et les entraîneurs sont chargés de la sécurité des joueurs jour après jour. Ils sont en situation d'autorité et servent de modèles aux joueurs, dont grand nombre d'entre eux sont mineurs : seulement 16 ou 17 ans. Ils donnent le ton quant à ce qui est acceptable au sein de l'équipe : ils ont la capacité de changer les normes culturelles, ou de les perpétuer.

Ces données, avec des déclarations divergentes à savoir si les comportements répréhensibles en dehors de la glace sont répandus ou non, alliées aux recherches récentes, illustrent la culture systémique qui permet aux comportements de maltraitance d'exister et de persister. Lors d'une discussion avec les membres du comité, le haut dirigeant d'une ligue a témoigné de la culture systémique qui règne au sein de la LCH. Par contre, un autre dirigeant a affirmé qu'il n'existait pas de problème. Afin de régler le problème, il faut que l'existence du problème soit généralement reconnue. Les dirigeants des équipes donnent le ton en matière de comportement. Ils montrent ce qui est acceptable et ce qui ne l'est pas au moyen de leurs paroles, des gestes qu'ils posent et de leur inaction. Cette culture est transmise d'une équipe à l'autre, et les nouveaux joueurs apprennent de la hiérarchie : les propriétaires, les directeurs généraux, les entraîneurs et les joueurs plus anciens. Il existe des normes tacites au sein de la LCH, et celles-ci brouillent les limites de ce qui est considéré comme acceptable. Ces normes désensibilisent les gens à l'intimidation, au harcèlement, à la brimade (initiation) et à d'autres formes de maltraitance dans le monde du hockey. Les normes culturelles acceptent des comportements qui, à l'extérieur du hockey, ne seraient pas acceptables. Ces comportements sont acceptés comme faisant partie du jeu.

Un ancien joueur de la LCH s'est entretenu avec le comité au sujet de la culture régnant au sein des équipes pendant ses années de hockey junior. Il s'est dit reconnaissant de ne pas avoir été touché par cette culture personnellement, bien que bien d'autres l'aient été : « Pour une raison quelconque, on n'avait pas le droit de poser des questions. Ça faisait simplement partie du jeu. C'était une période à traverser, du mieux qu'on pouvait, même si à cet âge-là, c'est une grosse épreuve à traverser pour cette étape de la vie. Si on traverse quelque chose comme ça plus tard, on est beaucoup mieux outillé pour y faire face tout de suite, je dirais. Mais quand on a 16 ans, qu'on vient juste de partir de la maison, que c'est notre première expérience à ce niveau-là, c'est déjà beaucoup et on n'est pas équipé pour faire face à ça » (un ancien joueur de la LCH). Cette affirmation est appuyée par des joueurs actuels, des experts et le sondage de Léger.

Cette citation mène à un autre enjeu qui existe au sein des équipes de sport : la loi du silence tacite. Pour Fogel et al, (2020), il s'agit là d'obstacles systémiques qui empêchent les athlètes de divulguer les expériences qu'ils vivent. Parmi ces obstacles, notons la peur de représailles ou d'être puni, le déséquilibre des pouvoirs, la loyauté envers les entraîneurs, les coéquipiers ou d'autres personnes. Les problèmes ne font pas l'objet de discussions ouvertes ou régulières, ce qui entraîne un manque de compréhension des politiques et des procédures, ou leur inefficacité.

Les jeunes joueurs ressentent beaucoup de pression et de stress. La pression et le stress viennent de diverses sources : les entraîneurs, les parents, les médias sociaux, les amis, les coéquipiers, l'école, les agents et les propriétaires. Les joueurs qui ressentent ces sources de stress subissent de la pression pour accepter des comportements qu'ils n'accepteraient pas nécessairement dans d'autres situations.

Le sondage de Léger a permis de recueillir des opinions disparates quant au rôle de la LCH. À la question cherchant à savoir si la LCH est principalement une ligue de développement de talent ou principalement une ligue compétitive, 68 % des directeurs généraux ont répondu qu'il s'agit principalement d'une ligue de développement, et seulement un peu plus de 50 % des entraîneurs, du personnel et des familles estimaient qu'il s'agit d'une ligue de développement. Pour leur part, les joueurs (63 %) croient qu'il s'agit principalement d'une ligue compétitive.

À la question cherchant à savoir quel type de ligue la LCH *devrait* être, toutes les catégories de répondants, sauf celle des joueurs, estimaient dans une mesure de plus de 70 % que la LCH devrait être

une ligue de développement de talent. Pour leur part, les joueurs ont répondu (dans une mesure de 65 %) que la LCH devrait être une ligue de développement. Ce que cela prouve, c'est que les dirigeants de la LCH ne représentent pas les croyances dont ils attestent dans leurs réponses aux questions. Les joueurs sont d'avis qu'il s'agit d'une ligue compétitive. Cela doit changer. Les dirigeants de la LCH doivent donner le ton et adopter un comportement selon lequel les joueurs en développement sont plus importants que le fait de gagner des matches.

**CONSTATATION N$^{O}$ 2**

Au sein de la LCH, la maltraitance est devenue une norme ancrée en raison de la culture systémique qui y règne. La nature systémique du problème se traduit également par un état d'acceptation qui se perpétue ainsi que par l'absence de changement. La maltraitance peut être acceptée comme un comportement normal pour diverses raisons, qu'il s'agisse de l'acceptation générale, de la pression ressentie, de la désensibilisation ou du fait de ne pas comprendre la différence entre un comportement acceptable et un comportement inacceptable. La loi du silence qui entoure la maltraitance favorise sa perpétuation. Tous ces facteurs contribuent à un manque de déclaration des incidents.

Bien que la LCH et les ligues qui en font partie ont fait des investissements considérables (notamment en matière de politiques et de programmes de formation) pour améliorer les comportements répréhensibles en dehors de la glace, il y a néanmoins un aspect du hockey qui a reçu moins d'attention, et c'est celui de l'entraînement éthique. La LCH est un milieu de haute performance, et les attentes sont élevées de la part des directeurs généraux, des entraîneurs et de joueurs, si bien que les entraîneurs subissent de la pression pour gagner. Dans un milieu aussi exigeant, la limite entre l'entraînement éthique et le harcèlement risque d'être floue. Au sein du monde du hockey en évolution, les entraîneurs et les directeurs généraux doivent recevoir de l'aide pour apprendre d'exemples de la vraie vie, et pour réussir à discuter des problèmes ou des enjeux de manière à la fois franche et confidentielle. Il faut leur montrer comment réfléchir à l'entraînement éthique et comment l'incorporer à leurs méthodes d'entraînement, puis comment contrer les comportements répréhensibles en dehors de la glace dans le cadre de leurs activités quotidiennes.

**CONSTATATION N$^{O}$ 3**

Du point de vue structurel, il existe une déficience systémique vis-à-vis du soutien et du mentorat des entraîneurs et des directeurs généraux, tant pour ce qui est de l'adoption de méthodes d'entraînement éthiques que pour ce qui est de contrer les comportements répréhensibles en dehors de la glace au quotidien.

### 6.3 Conséquences des comportements répréhensibles en dehors de la glace

L'âge des joueurs de la LCH varie beaucoup. Grand nombre des joueurs sont des adolescents qui en sont à un stade critique de leur développement psychologique. Les joueurs subissent du stress en provenance de nombreuses sources, dont : les propriétaires, les coéquipiers, les entraîneurs, les dépisteurs, la famille, l'école et les agents. Les comportements répréhensibles en dehors de la glace, comme la brimade (initiation), le harcèlement, l'intimidation, l'abus et d'autres formes de maltraitance occasionnent d'autres situations de stress et des traumatismes, à un stade du développement pour lequel il ne faut pas sous-estimer les conséquences durables. Elles peuvent durer pendant toute la vie.

La figure ci-dessous (Mountjoy et al, 2016) illustre un modèle conceptuel de maltraitance dans le sport et ses conséquences sur l'athlète et l'équipe (en anglais seulement). Il y a lieu de prendre note des conséquences négatives sur l'athlète, sur les plans physique, cognitif, émotionnel, comportemental, psychologique, relationnel et économique. L'organisation subit aussi les conséquences de la maltraitance en ce sens que celle-ci ternit sa réputation, qu'elle perd des joueurs, des partisans et des commanditaires, qu'elle enregistre moins de victoires et qu'elle fait l'objet d'une crise de confiance.

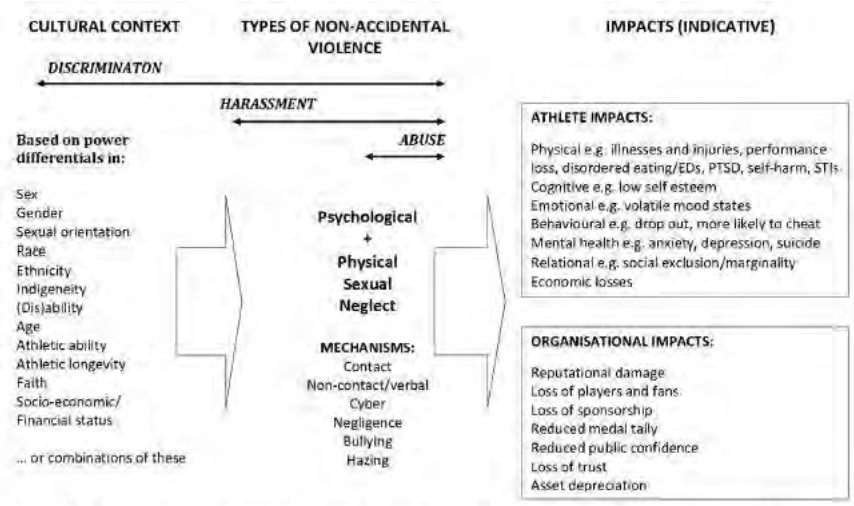


**Figure 1** Conceptual model of harassment and abuse in sport showing cultural context, types of non-accidental violence, mechanisms and impacts. ED, eating disorders; PTSD, post traumatic stress disorder; STI, sexually transmitted infections.

**CONSTATATION N$^{O}$ 4**

La maltraitance a d'importantes séquelles psychologiques sur les joueurs, et elle met en jeu leur sécurité et leur bien-être holistique. Ces séquelles peuvent durer pendant toute la vie.

**RECOMMANDATION N$^{O}$ 1**

La LCH doit prendre les mesures qui s'imposent pour changer sa culture en adoptant des stratégies exhaustives, qui ne s'arrêtent pas aux politiques et aux procédures. Ces stratégies devraient comprendre des changements sur le plan de la structure, du comportement et des politiques. Elles devraient aussi avoir pour effet d'améliorer l'interconnexion des diverses composantes nécessaires pour contrer les comportements répréhensibles en dehors de la glace. La LCH doit exercer un plus grand pouvoir et contrôle en matière de formation, de politiques et de mise en œuvre des nouvelles stratégies.

Pour qu'une culture favorise la sécurité des joueurs, il faut un engagement solide, visible, bien expliqué et exemplifié de la part de la LCH, de ses commissaires, de ses propriétaires, de ses directeurs généraux, de ses entraîneurs et de ses joueurs. L'attitude hiérarchique qui existe entre les recrues et les vétérans doit changer : les joueurs devraient faire figure de leaders et de mentors. Il est important que les personnes en situation d'autorité donnent l'exemple en montrant clairement qu'il est non seulement acceptable de s'exprimer et de reconnaître les problèmes, mais qu'il s'agit là aussi d'actes essentiels à la sécurité des joueurs. De plus, il est important pour les personnes en situation d'influence et d'autorité d'agir lorsque des problèmes sont déclarés, de manière ponctuelle et conséquente.

**RECOMMANDATION N$^{O}$ 2**

Dans le cadre de sa stratégie exhaustive visant à améliorer sa culture, la LCH doit venir en aide à ses entraîneurs et à ses directeurs généraux dans un milieu en évolution constante. Parmi les ressources à mettre à la disposition des entraîneurs et des directeurs généraux, notons des experts sur les façons de contrer les comportements répréhensibles en dehors de la glace et sur les méthodes d'entraînement éthiques, ainsi que des techniques de réflexion et d'application des méthodes. Les entraîneurs et les directeurs généraux doivent pouvoir avoir accès aux ressources en temps réel pour discuter de problèmes tangibles de manière confidentielle. Les entraîneurs et les directeurs généraux doivent aussi recevoir de la formation. Si de tels experts étaient à leur disposition, au téléphone ou en situation de jumelage ou d'observation, les directeurs généraux et les entraîneurs pourront apprendre de ces experts et adapter leurs méthodes d'entraînement. Au bout du compte, cette manière de procéder peut avoir d'importantes répercussions sur la culture.

### 6.4 Conclusion de la section

Malgré les efforts déployés ces derniers temps par les diverses ligues de la LCH pour protéger les joueurs des comportements répréhensibles en dehors de la glace au moyen de politiques et de procédures améliorées, les actes de maltraitance se perpétuent. Les comportements répréhensibles en dehors de la glace existent au sein de la LCH. Les politiques et les procédures constituent des mesures favorables pour réduire les comportements répréhensibles en dehors de la glace, mais à elles seules, elles ne peuvent pas réussir à les réprimer. En fait, il faut que la LCH s'arme d'une approche cohérente à l'échelle de la ligue et renforce l'interconnexion entre ses diverses composantes, comme la culture, les politiques, les procédures, les protocoles, la formation, la sensibilisation, la responsabilité et l'autorité. De toute évidence : il faut un changement de culture. La LCH doit modifier la culture systémique qui permet à des comportements répréhensibles en dehors de la glace – comme la brimade (initiation), le harcèlement et d'autres formes d'abus – d'exister et de persister, ce qui met la sécurité des joueurs en jeu, au bout du compte.

## DÉCLARATION DÉFICIENTE DES INCIDENTS

Les données sur les incidents qui se sont produits au cours des trois dernières années au sein des trois ligues de la LCH attestent d'un nombre minime de déclarations de comportements répréhensibles en dehors de la glace. À la lumière des données découlant du sondage de Léger, selon lesquelles l'intimidation, le harcèlement et la discrimination existent, ce manque de déclarations d'incidents est alarmant.

### 7.1 Incidences de l'intimidation, du harcèlement et de la discrimination dans la LCH

À la demande du comité, la LHJMQ, l'OHL et la WHL lui ont fait part de leurs données sur les incidents de comportements répréhensibles en dehors de la glace. La LHJMQ a fourni les données de son programme d'aide aux joueurs dans des catégories incluant la drogue et l'alcool, les conflits, les pensées suicidaires, les démêlées avec la justice, les troubles psychologiques, les jeux de hasard et « autres » (dont 12 à 18 déclarations par année dans cette catégorie), mais pour ce qui est des comportements répréhensibles en dehors de la glace, les données n'étaient pas claires. Pour sa part, la WHL a transmis

au comité des détails sur les enquêtes qui avaient été menées à bien : aucune enquête en 2017-2018; deux enquêtes en 2018-2019 et deux autres enquêtes en 2019-2020. Et quant à elle, l'OHL n'avait aucune donnée à signaler pour cette période de trois ans. La LCH n'a également fourni aucune donnée concernant les déclarations d'incidents. Cela dit, un de ses dirigeants qui s'est adressé au comité a mentionné qu'il y avait eu des enquêtes. Au sein des trois ligues et de la LCH même, les déclarations n'étaient pas faites de manière uniforme.

Le sondage de Léger a demandé aux répondants s'ils avaient eux-mêmes été victimes d'intimidation ou de harcèlement dans la LCH. Dans l'ensemble, 10 % des entraîneurs, 10 % du personnel et 10 % des joueurs ont répondu par l'affirmative. De ces nombres, seulement 17 % ont fait des déclarations à la LCH, et 70 % en ont parlé à quelqu'un d'autre. Une tranche de 28 % des répondants n'en a parlé à personne ni n'a fait de déclarations. Ce faible taux de déclaration des incidents est préoccupant.

Le sondage de Léger a aussi permis d'obtenir d'autres données. Ainsi, 10 % des directeurs généraux et des entraîneurs, 15 % du personnel, 26 % des joueurs et 17 % des familles avaient été témoins de cas d'intimidation ou de harcèlement dans la LCH (figure 4). De plus, 26 % des directeurs généraux, 20 % des entraîneurs, 32 % du personnel, 45 % des joueurs et 45 % des familles avaient entendu parler de cas d'intimidation ou de harcèlement dans la LCH (figure 5).

*Au cours des quatre dernières années, avez-vous été témoin de cas ou de situation d'intimidation ou de harcèlement au sein de la LCH autrement que des cas rapportés dans les médias?*

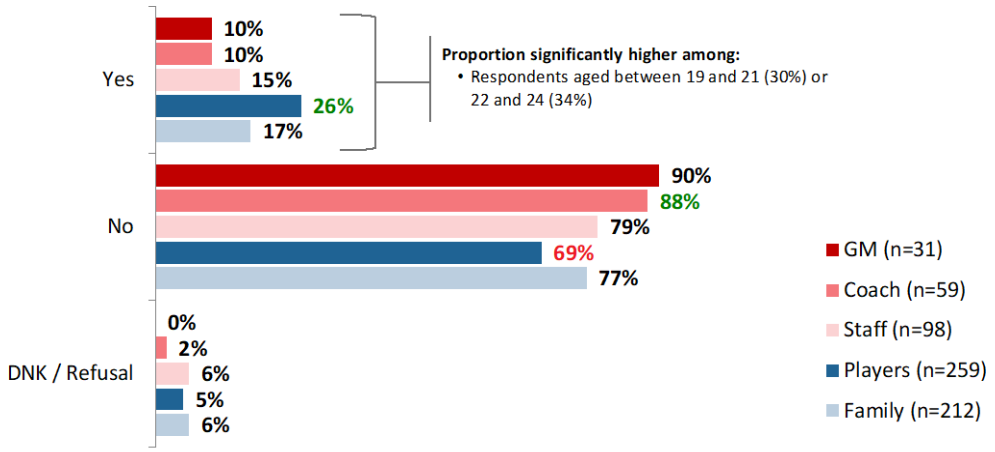


Figure 4
Sondage de Léger

*Au cours des quatre dernières années, avez-vous entendu parler de cas ou de situation d'intimidation ou de harcèlement au sein de la LCH autrement que des cas rapportés dans les médias?*

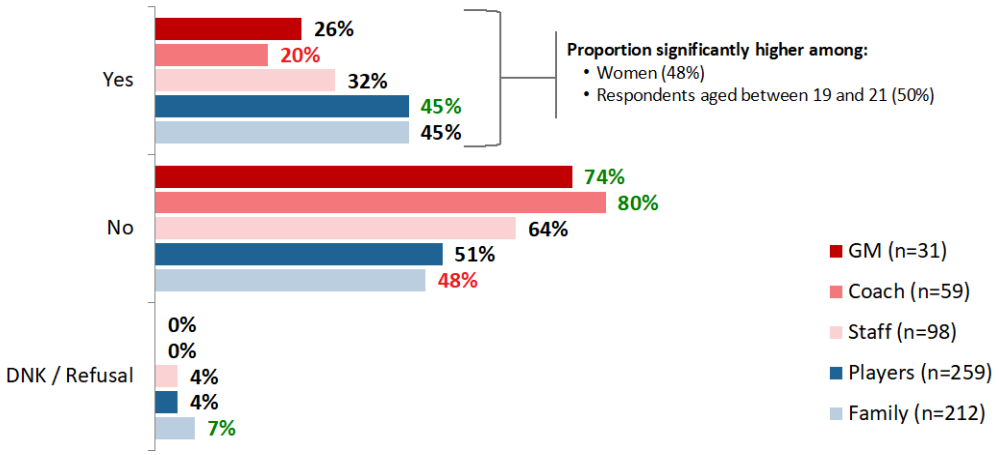


Figure 5
Sondage de Léger

De ce nombre de victimes et de témoins [280], seulement 15 % des entraîneurs, 21 % du personnel, 3 % des joueurs et 12 % des familles ont déclaré le cas à quelqu'un faisant partie de la LCH (figure 6).

*Avez-vous signalé à quelqu'un de la LCH le cas?*

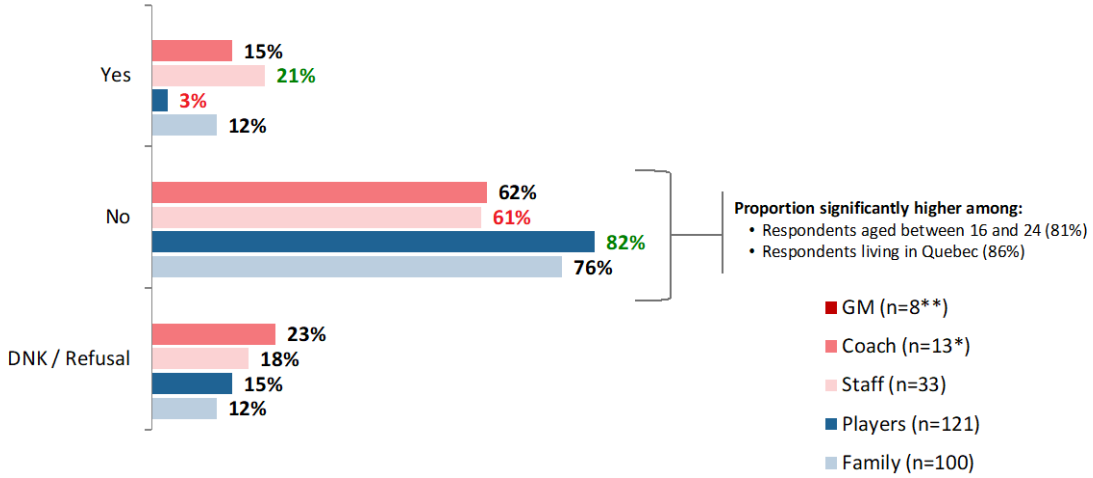


Figure 6
Sondage de Léger

Les divergences entre les résultats du sondage de Léger et les données incohérentes de comportements répréhensibles en dehors de la glace en provenance des trois ligues et de la LCH viennent appuyer la constatation de la section précédente, en ce sens qu'il y a un problème de culture systémique.

**7.2 Raisons expliquant le manque de déclarations d'incidents**

Parmi les raisons relevées dans le sondage de Léger venant expliquer le manque de déclarations d'incidents, notons : la peur de mettre les carrières en jeu, le fait de croire que rien ne serait fait à cet égard, l'aspect confidentiel de la situation à la demande des joueurs, le fait que l'intimidation fasse normalement partie du hockey et le fait qu'il s'agissait d'un comportement acceptable. Encore une fois, ces données laissent entendre qu'il y a un problème de culture au sein de la LCH et que celui-ci doit être réglé.

De nombreuses recherches ont été effectuées pour comprendre les raisons pour lesquelles les athlètes ne déclarent pas les incidents de maltraitance. En 2019, Kerr et al a réalisé une étude sur la maltraitance auprès des athlètes d'équipes nationales. Parmi les 1001 athlètes visés par l'étude, 17 % des athlètes actuels et 23 % des athlètes retraités ont déclaré avoir été la cible de comportements nuisibles du point de vue psychologique à maintes reprises. Moins de 15 % des répondants ont dénoncé ce qu'ils ont vécu. Les athlètes n'ont pas signalé leur expérience parce qu'ils ne savaient pas à qui s'adresser, qu'ils ne disposaient pas d'une plateforme sécuritaire et confidentielle pour parler de leurs préoccupations sans craindre des répercussions négatives sur leur carrière d'athlète, et qu'ils estimaient que leur organisation sportive ne s'occuperait pas de leur dossier de manière juste et transparente (Kerr et al, 2019) [traduction libre]. Ces constatations cadrent avec les résultats du sondage de Léger et avec la culture systémique qui règne au sein de la LCH, culture qui permet aux comportements répréhensibles en dehors de la glace de se produire.

**CONSTATATION N$^{O}$ 5**

Les incidents de comportements répréhensibles en dehors de la glace ne sont pas déclarés au sein de la LCH. Parmi les raisons menant au manque de déclarations des incidents, notons :

- l'acceptation de ces comportements en tant que comportements « normaux » pour ce sport;
- le fait de ne pas reconnaître qu'un incident digne d'être déclaré s'est produit (définitions ambiguës) ;
- la loi du silence;
- le fait de ne pas savoir comment s'y prendre pour faire une déclaration;
- le manque de confiance envers les personnes recevant les déclarations;
- la peur (de représailles, de gâcher une carrière ou de subir d'autres actes de maltraitance, etc.);
- la loyauté;
- une conviction selon laquelle les conséquences seront insuffisantes.

**7.3 Marche à suivre pour déposer une plainte et programmes de formation au sein de la LCH**

Kerr a fait remarquer qu'au Canada, le sport est la seule institution (où évoluent des enfants) qui s'autoréglemente et qui est autonome, ce qui signifie que les problèmes de maltraitance sont, pour la plupart, gérés à l'interne. C'est effectivement le cas de la LCH : cette organisation est autoréglementée et les problèmes de maltraitance sont déclarés et gérés à l'interne, par chacune des ligues concernées.

Les trois ligues de la LCH autoréglementent le processus de déclaration des incidents, les enquêtes et les décisions disciplinaires en matière de maltraitance. Il n'existe pas de processus clair et intégré pour déclarer les incidents. Le comité a donc constaté que le manque d'indépendance découlant de l'autoréglementation compromet l'intégrité du processus. Selon les experts, cette situation empêche la déclaration ponctuelle des incidents, voire pas du tout.

**CONSTATATION N$^{O}$ 6**

Le principe d'autoréglementation de la LCH, et plus particulièrement de chacune des ligues qui en font partie, mène à un manque d'indépendance qui compromet l'intégrité du processus. L'autoréglementation du processus de déclaration des incidents, d'enquête et de discipline par la LCH n'est pas efficace.

**RECOMMANDATION N$^{O}$ 3**

Il est important que la LCH établisse une marche à suivre indépendante gérée par une tierce partie pour la déclaration des actes de maltraitance. Le recours à une partie indépendante pour la consultation et la déclaration des incidents, la réalisation des enquêtes, l'imposition de mesures disciplinaires et la rectification des cas de comportements répréhensibles conférera une dimension d'intégrité au processus. Cette manière de procéder incitera davantage les personnes concernées à faire des déclarations et à croire que leurs déclarations porteront fruits (tant pour les personnes étant la cible des actes de maltraitance que pour les contrevenants). Le processus doit être transparent et uniforme, et comprendre notamment :

- un numéro de téléphone confidentiel pour déclarer les incidents ou s'entretenir à leur sujet, habilitant ainsi les joueurs et toutes les parties prenantes à parler ouvertement des incidents. Ceci pourrait s'ajouter à l'option de faire une déclaration à l'agent de liaison des joueurs ou à une autre partie relevant de la LCH (par exemple, certains sports utilisent la Ligne d'assistance du sport canadien);
- un groupe de travail indépendant pour faire des enquêtes sur tous les incidents déclarés;
- l'autorité pour le président de déterminer des sanctions uniformes et adéquates (conformément au protocole);
- un processus uniforme et transparent.

**RECOMMANDATION N$^{O}$ 4**

Un registre des risques, administré par la LCH et consignant tous les incidents de manière anonyme, doit être analysé mensuellement et être forcément utilisé par les équipes et les ligues afin de reconnaître les tendances, d'intervenir sans tarder pour régler les problèmes, et d'empêcher que d'autres incidents se produisent. Ce registre permettrait aussi de gérer les risques pour la LCH, car les événements seraient documentés et des mesures de suivi seraient prises.

Chacune des trois ligues (LHJMQ, OHL et WHL) est dotée de ses propres politiques, procédures et programmes de formation à l'égard des plaintes visant des comportements répréhensibles en dehors de la glace. Dans le cas d'une des ligues, la politique concernant l'agent de liaison des joueurs et les plaintes se trouvait en toute dernière page des politiques. Au début de chaque saison, les joueurs suivent une orientation au sujet des politiques et des procédures, mais il n'existe pas de programmes de formation et de sensibilisation permanents.

**CONSTATATION N$^{O}$ 7**

Le comité a constaté qu'à l'échelle de la LCH, il n'existe pas de processus clair et intégré de déclaration des incidents. Les observations suivantes ont été faites :

a) il n'y a pas de protocole clair à suivre pour déclarer les événements, enquêter à leur sujet et imposer des mesures disciplinaires;
b) il est difficile, voire impossible, de trouver les politiques sur tous les sites Web;
c) les politiques des diverses ligues portent à confusion, et il manque de définitions;
d) il existe de la confusion quant à ce qui constitue de la maltraitance et à la marche à suivre pour faire une déclaration;
e) les politiques en matière de maltraitance ne sont pas enseignées;
f) contrairement aux directeurs généraux, aux entraîneurs et aux familles d'accueil, les joueurs, les parents ou les officiels ne sont pas obligés de suivre la formation de Respect et Sport.

**RECOMMANDATION N$^{O}$ 5**

Il y a lieu d'établir un seul protocole, s'appliquant à toute la LCH, pour les comportements répréhensibles à l'extérieur de la glace. Ce protocole doit être aussi clair et défini que s'il s'agissait d'incidents ayant des séquelles physiques : en définissant les comportements répréhensibles en dehors de la glace, en donnant des exemples, en indiquant la marche à suivre pour faire des déclarations et à qui s'adresser, en décrivant les étapes de l'enquête et en citant les mesures à prendre du point de vue disciplinaire. Cela permettrait à tous les membres de la LCH, aux membres du groupe de travail indépendant et au président de la LCH de gérer les incidents de maltraitance de manière uniforme. Les sanctions doivent être officialisées, à l'instar des sanctions pour inconduite physique sur la glace, afin de déterminer quelle pénalité sera imposée pour des comportements donnés.

**RECOMMANDATION N$^{O}$ 6**

Il est indispensable que les politiques et les procédures soient régies par la LCH et qu'elles soient uniformes pour l'ensemble des trois ligues. La formulation des politiques et des procédures doit correspondre au niveau de l'utilisateur (qu'il s'agisse d'un propriétaire, d'un directeur général, d'un entraîneur, d'un joueur ou d'une famille d'accueil) et elles doivent être présentées dans un format qui leur convient (site Web, application, document imprimé, etc.). Les politiques doivent être numérotées et indexées sous la forme de tableau pour chacune des parties prenantes concernées. Elles doivent également comprendre des définitions et des exemples de comportements répréhensibles, et un processus de déclaration cohérent. Les déclarations doivent pouvoir se faire à diverses personnes, au choix : déclarations internes aux entraîneurs, aux officiels de la ligue ou à une tierce partie indépendante.

À l'échelle de la LCH, les joueurs, les parents et les officiels se doivent de suivre un programme de formation fondamental, conforme au programme obligatoire que doivent suivre les entraîneurs, les familles d'accueil et les directeurs généraux. Il doit aussi y avoir recertification annuellement.

Les programmes de formation doivent comprendre des discussions et des cours fréquents, informels et ouverts sur la maltraitance, les politiques et les protocoles, de même que sur les éléments à déclarer et sur la manière de procéder. Les programmes de formation doivent avoir lieu beaucoup plus souvent qu'une fois par année. C'est essentiel.

### 7.4 Conclusion de la section

Les marches à suivre pour déposer des plaintes au sein de la LCH en matière de comportements répréhensibles en dehors de la glace sont autoréglementées : les équipes et les ligues administrent le dépôt des plaintes, déterminent si une enquête doit avoir lieu, dirigent les enquêtes, puis fixent et administrent les sanctions, le cas échéant. Cette autoréglementation, alliée au caractère peu fréquent des programmes de formation et non uniformes parmi les parties prenantes et au sein de la LCH, aux politiques de déclaration ambiguës et inaccessibles, et à une culture systémique qui accepte la maltraitance, mène au manque de déclarations des incidents. La LCH doit recourir à une tierce partie indépendante pour recevoir les plaintes et enquêter à leur sujet, et conférer au président l'autorité d'imposer des sanctions. Les politiques, les processus et les protocoles doivent être uniformes pour les trois ligues. Des programmes de formation uniformes à la grandeur de la LCH doivent être déployés pour les directeurs généraux, les entraîneurs, les joueurs et les témoins. Cela comprend des cours permanents sur la maltraitance à l'intention de toutes les parties prenantes afin de donner lieu à l'amélioration de la déclaration des incidents.

## PRATIQUES EXEMPLAIRES EN MATIÈRE DE MESURE DES PROGRÈS ET D'AMÉLIORATION CONTINUE

Parmi les pratiques exemplaires en matière de politiques et de procédures, notons le fait de rédiger des politiques simples et claires afin de bien énoncer les attentes, et des procédures qui expliquent comment les politiques doivent être mises en application. Dans le cas de la LCH, les politiques doivent prendre en considération le bien-être holistique des joueurs. Et enfin, il doit y avoir de la formation concernant les politiques et les procédures, particulièrement pour les nouveaux membres, ou encore, lorsque les politiques sont révisées ou que de nouvelles politiques sont rédigées.

Les programmes de formation et de sensibilisation doivent accomplir exactement ce qu'ils sont censés accomplir : former les gens et les sensibiliser. La formation confère des connaissances, des habiletés et des outils relativement aux politiques et aux procédures. Il est donc impératif que la formation soit continue. La sensibilisation vise à attirer l'attention sur des enjeux ou sur un ensemble de problèmes. Elle peut aussi avoir pour effet de changer la sensibilité culturelle à l'égard d'un enjeu ou d'un problème. La sensibilisation peut se faire par le biais de la formation, mais aussi par le truchement d'autres formes de communications. La LCH a réalisé des progrès ces dernières années, mais il lui reste encore fort à faire pour aboutir à des pratiques exemplaires en matière de programmes de formation et de sensibilisation.

Remarque : Les renseignements présentés dans cette section risquent de reprendre certains segments de la section précédente, mais le rapport est structuré en fonction des diverses composantes du cadre de référence de la LCH.

### 8.1 Une multitude de politiques et de procédures ambiguës

Le comité est conscient du fait que chacune des ligues faisant partie de la LCH a mis à jour ses politiques et ses procédures en matière de comportements répréhensibles en dehors de la glace il y a environ

quatre ans. Il s'agissait là d'une mesure importante, mais le comité a néanmoins trouvé que la LCH devait apporter des améliorations sur certains points.

**CONSTATATION N$^{O}$ 8**

Les politiques et les procédures qui existent déjà au sujet des comportements répréhensibles en dehors de la glace présentent les faiblesses suivantes :

a) il existe des politiques pour chacune des trois ligues de la LCH. Il n'y a toutefois pas de politiques uniformes au sein de la LCH (pour ce qui est du contenu, de la formation et de la mise en application). Les trois ligues ont le même objectif, soit la protection des joueurs, mais les ressources de chacune des ligues se font rares pour arriver au même objectif (annexe 10.5);
b) de nombreuses politiques et procédures ne sont pas claires et pourraient exiger une interprétation. Les politiques et les procédures doivent être assorties de définitions et d'exemples de maltraitance;
c) les politiques et les procédures ne sont pas bien organisées ou cohérentes. Il semblerait que de nouvelles politiques ont été ajoutées aux anciennes au lieu d'avoir été intégrées au bon endroit ou d'avoir fait la mise à jour des politiques et des procédures déjà en vigueur. Elles ne sont pas numérotées, et il n'existe pas de « registre » ou de tableau complet indiquant quelles politiques et procédures s'appliquent aux personnes suivantes : le propriétaire, le directeur général, l'entraîneur, le personnel, le joueur ou la famille d'accueil;
d) la formation au sujet des politiques et des procédures n'est donnée qu'une seule fois, brièvement, en début de saison;
e) il est impossible de trouver les politiques et les procédures dans le site Web de toutes les ligues, ce qui soulève une question, à savoir dans quelle mesure elles sont accessibles aux joueurs et aux autres personnes intéressées;
f) il n'existe pas de politiques et de procédures pour différencier les joueurs selon leur âge. La composition des joueurs de la LCH varie d'enfants de 15 ans à des adultes de 20 ans.
g) Seulement une des trois ligues membres de la LCH est dotée d'une politique de dénonciation des comportements répréhensibles en dehors de la glace;
h) les politiques et les procédures ne font pas l'objet d'un examen et d'une mise à jour annuels.

**RECOMMANDATION N$^{O}$ 7**

Afin d'améliorer ses politiques et ses procédures relatives aux comportements répréhensibles en dehors de la glace, la LCH doit faire ce qui suit :

a) adopter un seul ensemble standard de politiques et de procédures que doivent respecter la LHJMQ, l'OHL et la WHL. Parmi les pratiques de premier ordre visant l'élaboration, la mise à jour et le contrôle de ces politiques et procédures, notons la création d'un comité de politiques et de procédures composé de représentants de chacune des ligues;
b) présenter des définitions claires et simples, assorties d'exemples de comportements répréhensibles en dehors de la glace, afin d'illustrer les définitions de manière concrète. Cela permettra d'éliminer la confusion ou le besoin d'interprétation. Les procédures et les protocoles doivent également être clairs et comprendre une marche à suivre précise et détaillée pour l'application des politiques, comprenant notamment des procédures visant à empêcher les cas

de maltraitance, à habiliter les consultations et les déclarations ainsi qu'à faire des enquêtes et des suivis;

c) respecter le *Code de conduite universel pour prévenir et contrer la maltraitance dans le sport* (CCUMS) de Sport Canada de même que la loi;
d) avoir une composante d'entraînement éthique;
e) être bien organisée et facilement accessible : en se dotant d'un tableau de politiques et de procédures numérotées bien en vue indiquant quelles politiques et quelles procédures s'appliquent à chaque partie prenante, et de « cahiers » de politiques et de procédures individuels (ceux-ci peuvent être en format électronique) pour chacune des parties prenantes : propriétaire, directeur général, entraîneur, joueur et famille d'accueil;
f) fournir des programmes de formation détaillés sur les politiques et les procédures lorsque des politiques sont créées ou révisées afin que les parties prenantes comprennent bien les politiques et les procédures, définitions y comprises, et sachent comment les mettre en œuvre. La formation doit être permanente ou répétée pour faire en sorte que les politiques et les procédures soient comprises et soient toujours à l'esprit des gens, au quotidien. Les politiques et les procédures concernant les comportements répréhensibles à l'extérieur de la glace doivent être mises en application de manière tangible, ce qui peut se faire en les incorporant aux plans d'entraînement habituels;
g) se doter de politiques et de procédures facilement accessibles, dans un niveau de langue et dans un format qui convient à la partie prenante concernée. Il peut s'agir de sites Web, de documents imprimés, d'applications, de médias sociaux et ainsi de suite. Il est essentiel que chaque ligue, y compris la LCH, énonce les politiques standardisées de la LCH sur sa page d'accueil;
h) faire des différenciations en fonction de l'âge, car il existe d'importantes différences du point de vue développemental et juridique. Les politiques et les procédures qui s'adressent directement aux mineurs doivent être incluses;
i) établir une politique de dénonciation à l'échelle de la LCH afin que les parties prenantes et les témoins puissent déclarer, de manière anonyme, les incidents de comportements répréhensibles en dehors de la glace, et fournir l'aide nécessaire. La mise en place d'une ligne téléphonique de dénonciation cadre avec la recommandation visant la création d'une tierce partie indépendante pour la réception des déclarations de maltraitance et la réalisation des enquêtes;
j) faire en sorte que les documents soient évolutifs, en ce sens qu'ils doivent être révisés et mis à jour annuellement afin de tirer des leçons des événements de l'année qui vient de s'écouler et d'intégrer les nouvelles exigences juridiques. Les politiques et les procédures nouvelles et révisées doivent faire l'objet d'une formation afin qu'elles soient bien comprises et que les parties prenantes puissent prendre les mesures qui s'imposent, le cas échéant.

La LCH est partenaire de Hockey Canada. Elle n'en est pas membre. La relation que ces deux organisations entretiennent a principalement trait aux assurances, en ce sens que la participation des joueurs de la LCH est couverte par les assurances. Leur relation permet aussi aux programmes U-17, U-18 et U-20 de Hockey Canada d'avoir accès aux joueurs de la LCH pour divers événements internationaux dans le courant de la saison. Par ailleurs, la LCH puise des joueurs parmi les joueurs plus jeunes de Hockey Canada.

**CONSTATATION N$^{O}$ 9**

Même si les joueurs de la LCH adhèrent aux politiques et aux procédures de Hockey Canada lorsqu'ils évoluent dans les ligues précédant et suivant la LCH (ou lorsqu'ils sont empruntés par Hockey Canada), la LCH n'adhère pas aux politiques et aux procédures de Hockey Canada. En 2021, les politiques et les procédures de Hockey Canada comprendront le *Code de conduite universel pour prévenir et contrer la maltraitance dans le sport*.

**RECOMMANDATION N$^{O}$ 8**

La Ligue canadienne de hockey doit renforcer son partenariat avec Hockey Canada et s'appuyer sur cette relation pour mieux protéger les joueurs de la maltraitance. Grâce à son partenariat avec Hockey Canada en matière de politiques, de procédures et de programmes de formation, la LCH bénéficiera d'un cadre solide en ce qui a trait à la maltraitance des joueurs. En adoptant un ensemble intégré de politiques et de procédures en matière de maltraitance en collaboration avec Hockey Canada, la LCH ne serait pas obligée de refaire ce travail. Ceci pourrait permettre à la LCH de miser sur les politiques, les procédures et les programmes de formation déjà élaborés. Il y a lieu d'élaborer un code de conduite universel pour le hockey cadrant avec les principes de Hockey Canada. Un effort coordonné et une approche unifiée en matière de maltraitance permettront d'élaborer des documents et des approches uniformes pour les joueurs dès leur toute première séance d'entraînement, jusqu'aux échelons de la LCH et au niveau U-20. Cette approche cohérente donnera lieu à la création d'une culture saine en matière de maltraitance dès le jeune âge et jusqu'au niveau de la LCH et par la suite.

**8.2 Programmes de formation et de sensibilisation**

Même si des politiques et des procédures solides sont à la base même d'une organisation, l'adoption de politiques sans programmes de formation et de sensibilisation efficaces aura peu d'influence sur une organisation. Pour que les politiques et les procédures soient efficaces, la culture de l'organisation doit concorder avec ces politiques et procédures. Il est important que les dirigeants de l'organisation acceptent les principes implicites des politiques et des procédures, et qu'ils donnent l'exemple. Les programmes de formation et de sensibilisation peuvent avoir des incidences sur la culture d'une organisation en exerçant une influence sur le système des principes de l'organisation.

Au sein de la LCH, la formation qui est donnée au sujet des politiques et des procédures ne se fait pas de manière régulière, mais plutôt à un certain moment donné. Les participants se doivent de comprendre leurs rôles et les politiques qui les concernent, en plus de savoir comment avoir accès à l'information et aux ressources dont ils sont susceptibles d'avoir besoin à l'avenir. De l'une à l'autre des trois ligues, les programmes diffèrent. Par ailleurs, les politiques et les procédures ne coïncident pas avec les programmes de formation des diverses ligues.

Les répondants du sondage de Léger ont dû répondre à la question suivante : « Selon vous, est-ce que les politiques et règlements de la LCH au sujet du harcèlement et de l'intimidation sont claires? » De nombreux répondants ont indiqué que les politiques et les règlements sont clairs, mais il est important de remarquer que bon nombre des répondants qui avaient entendu parler de cas d'intimidation ou de harcèlement, ou encore, qui en avaient été témoins, ont précisé qu'ils n'étaient pas clairs. Il s'agissait là d'une forme d'avertissement. Les participants qui reçoivent les politiques, les procédures et la formation connexe estiment qu'ils les comprennent au moment de la formation… et ce, jusqu'à ce qu'ils doivent se

souvenir de l'information et mettre leurs connaissances en pratique dans une situation réelle. À ce moment-là, ils risquent de se rendre compte que les politiques et les procédures ne sont pas claires. Ils ne savent pas nécessairement comment s'y prendre pour gérer les incidents. Pour qu'ils puissent s'en souvenir, l'information doit leur être répétée souvent et ils doivent pouvoir prendre connaissance de divers exemples.

**CONSTATATION N$^{O}$ 10**

Respect et Sport est le seul outil cohérent de formation, de suivi et de gestion des risques utilisé à l'échelle du pays par les propriétaires, les directeurs généraux, les entraîneurs, le personnel et les familles d'accueil de la LCH. Les joueurs et les parents ne reçoivent toutefois pas cette formation. Et il n'y a pas d'exigence de recertification.

Les programmes de formation et de sensibilisation qui existent déjà au sein de la ligue ne sont pas uniformes d'une ligue membre à l'autre et d'une partie prenante à l'autre. Par ailleurs, ces programmes ne sont pas donnés assez souvent, et ils ne cadrent pas avec les politiques et les procédures concernant les comportements répréhensibles en dehors de la glace.

Il faut posséder de grandes compétences en communication et de grandes capacités relationnelles pour développer la confiance, pour inculquer une culture et pour créer des communications bilatérales et une prise de conscience par rapport aux enjeux difficiles.

**RECOMMANDATION N$^{O}$ 9**

À la lumière de la culture systémique qui règne au sein de la LCH et de l'absence d'intégration des politiques, des procédures et des programmes de formation, il y a lieu de créer un programme officiel de formation et de sensibilisation (uniforme à la grandeur des trois ligues) aux politiques et aux procédures, avec l'aide d'experts en la matière.

a) Adopter une seule stratégie cohérente pour un sport sécuritaire à la grandeur de la LCH.
b) Donner une seule formation standardisée sur le sport sécuritaire, y compris sur toutes les formes de maltraitance, à l'échelle de la LCH. En plus de cette formation, d'autres programmes peuvent être conçus sur mesure pour chacune des ligues.
c) Recourir à des méthodologies qui conviennent au besoin et au sujet (experts externes, cours en ligne, cours en personne, etc.).
d) Intégrer les compétences en communication et autres capacités interrelationnelles aux programmes de formation de toutes les parties prenantes.
e) Pour toutes les parties prenantes, faire en sorte que le contenu de la programmation porte sur les conséquences de la maltraitance des joueurs et sur l'habilitation des témoins (autrement dit, les témoins d'incidents de maltraitance et la nécessité de faire des déclarations).
f) Concevoir les programmes de formation en fonction des divers groupes d'âge et les donner de diverses manières, puis les assortir de définitions et d'exemples de comportements répréhensibles en dehors de la glace.
g) Assurer la cohérence des programmes de formation : en ce moment, certains programmes ne sont pas offerts aux joueurs ou aux parents, mais il faut que ceux-ci reçoivent la formation pour que toutes les parties prenantes de la LCH aient accès à la même information.

h) Faire en sorte que certains programmes fassent l'objet d'examens périodiques et d'une recertification annuelle. Il s'agit là de composantes importantes de la programmation pour que les parties prenantes comprennent et assimilent bien la matière afin de pouvoir la mettre en application.
i) Susciter de vraies prises de conscience en faisant en sorte que les programmes de sensibilisation comprennent des communications et des discussions régulières sur des sujets comme la maltraitance à l'extérieur de la glace et une culture saine au sein des équipes. Le fait d'avoir des discussions en équipe au vestiaire (pratiquer la sensibilisation, au même titre que le jeu en avantage numérique) ou des conversations en privé avec les joueurs aide à établir la confiance et à promouvoir des communications ouvertes.
j) Accrocher une affiche du *Code universel* de la LCH dans le vestiaire de toutes les équipes pour aider les entraîneurs à discuter de divers points de manière régulière et informelle. Cela ferait partie de leur plan d'entraînement.
k) Établir un programme de défense mettant l'accent sur le leadership et la sensibilisation. La prévention et l'intervention sont beaucoup plus importantes que la rectification.
l) Instituer un programme de mentorat avec d'anciens joueurs pour aider les joueurs plus âgés à donner l'exemple et à servir de mentors aux plus jeunes.

### 8.3 Mobilisation des joueurs

**CONSTATATION N$^{O}$ 11**

Les joueurs ne sont pas sollicités pour formuler des commentaires ou de la rétroaction sur les politiques, les procédures ou les programmes de formation et de sensibilisation. Cela crée un vide considérable. S'imaginer que la mise en place de structures visant à protéger les joueurs de la maltraitance tout en excluant leurs voix, leurs témoignages, leurs désirs et leurs besoins va à l'encontre des principes fondamentaux à ce sujet.

**RECOMMANDATION N$^{O}$ 10**

La mobilisation des joueurs est essentielle à l'élaboration et à la prestation de politiques, de procédures et de programmes de formation et de sensibilisation clairs et exécutables, qui accordent la priorité à la sécurité des joueurs.

Il y a lieu d'établir une « table des champions » composée de représentants des joueurs afin de faire appel à eux dans le cadre de l'élaboration des politiques, des procédures et des programmes de formation visant à les protéger de la maltraitance et pour communiquer aux autres membres de leur équipe l'information dont ils ont eu vent à la table des champions. Cela prouvera que la LCH prend le sujet de la maltraitance au sérieux et que l'opinion des joueurs compte. Cela permettra aussi d'aider à améliorer la culture si la LCH, les propriétaires, les directeurs généraux et les entraîneurs y adhèrent sérieusement.

### 8.4 Mesure des progrès et amélioration continue

Pour aboutir à des pratiques exemplaires en matière de politiques et de procédures, il est impératif qu'un processus de mesure des progrès et d'amélioration continue soit mis en place.

**CONSTATATION N$^{O}$ 12**

Afin de pouvoir s'améliorer, il faut disposer de données. La LCH a besoin de données pour s'améliorer continuellement et pour graviter vers les pratiques exemplaires. La LCH ou les ligues qui en font partie n'ont pas transmis au comité de données permettant de suivre leur rendement ou de s'améliorer continuellement. La LCH n'est pas dotée d'un système coordonné pour recueillir de telles données.

**RECOMMANDATION N$^{O}$ 11**

La LCH doit recueillir des données et élaborer un système permettant de cerner les possibilités d'amélioration, de mesurer les progrès et d'éclairer les programmes, les politiques et les procédures de prévention, de communication, de formation et de sensibilisation. Les données ainsi obtenues devront être analysées afin de déterminer les tendances pour donner lieu à des interventions rapides afin de prévenir les problèmes grâce à des programmes de formation adéquats et à l'adaptation des divers programmes dans leur ensemble.

La collecte des données devrait se faire au moyen de sondages anonymes auprès des parties prenantes (uniformes pour toutes les ligues). Ces sondages permettront de recueillir des commentaires et des informations permettant d'améliorer la culture, les politiques, les procédures, les programmes de formation et de sensibilisation de même que l'expérience vécue au sein de la LCH et de l'équipe. Le sondage devrait aussi demander si les répondants estiment que leur entraîneur crée un milieu sécuritaire pour eux. Il est recommandé de faire les sondages aux moments suivants :

- Au début
- À la fin
- Annuellement

Les données prélevées au moyen des registres des risques, des déclarations d'incidents, de la ligne d'assistance téléphonique et de la table des champions (recommandations n$^{os}$ 3 et 10) doivent aussi faire partie du système afin de favoriser un suivi et de donner lieu à une amélioration continue.

**CONSTATATION N$^{O}$ 13**

À l'échelle de la CHL, il n'y a pas de rôle qui s'occupe de superviser la sécurité des joueurs et de créer des politiques et des procédures uniformes pour l'ensemble du Canada. Au sein de chacune des trois ligues de la LCH, il n'y a pas de postes cohérents assurant la supervision de tous les aspects de la sécurité des joueurs, notamment en ce qui a trait à l'uniformité, à l'intégration des programmes, des politiques, des procédures et de la formation, à la collecte et à la surveillance des données ainsi qu'à l'amélioration continue de l'enjeu de la maltraitance des joueurs. De même, cette responsabilité n'existe pas au niveau des équipes. Le fait de ne pas déléguer cette responsabilité à une personne en particulier (ce qui signifie que « tout le monde » est responsable) fait en sorte que personne n'en est responsable au bout du compte. Dans de telles circonstances, il est possible que des choses soient négligées et que les situations ne soient pas toutes traitées de la même façon.

**RECOMMANDATION N$^{O}$ 12**

La LCH doit mettre en place une structure officielle à l'échelle de la ligue afin de donner lieu à une responsabilisation vis-à-vis de la sécurité des joueurs. Au sein de chaque ligue et de chaque équipe, il faut établir un poste pour cette personne responsable, qui relève de la LCH.

La LCH doit nommer une personne responsable des incidents de comportements répréhensibles en dehors de la glace et se doter d'une approche intégrée et coordonnée à l'échelle de la ligue. La personne occupant ce poste serait responsable de la sécurité des joueurs, notamment par le biais de politiques, de procédures, de programmes de formation et de sensibilisation standardisés à la grandeur de la LCH. Cette personne serait aussi responsable de la collecte des données à l'échelle de la LCH, de leur suivi, de leur analyse et de l'amélioration continue. L'analyse des données permettrait d'éclairer la mise à jour des programmes de formation, de la prévention, des interventions, et ainsi de suite. Des représentants de la LCH relèveraient également de ce rôle.

Chacune des trois ligues doit se doter d'un représentant responsable de la sécurité des joueurs au sein de sa propre ligue. Ce rôle aiderait les équipes à prioriser la sécurité des joueurs ainsi qu'à mettre en application des politiques, des procédures et des programmes de formation uniformes. Cette personne serait aussi responsable de la collecte, du suivi et de l'analyse des données de la ligue. Les représentants des équipes responsables de la sécurité des joueurs relèveraient aussi de ce rôle.

Chaque équipe doit désigner une personne responsable de la sécurité des joueurs. Cette composante de leur rôle relèverait du directeur de la sécurité des joueurs de la ligue. Ce rôle veillerait à la mise en œuvre des politiques, des procédures et des programmes de formation, à l'élaboration du contenu que les entraîneurs doivent aborder régulièrement (plan d'entraînement comprenant une composante de sécurité des joueurs : soit des discussions et des conversations régulières, officielles ou non). Cette personne serait aussi responsable de la collecte des données de l'équipe, de leur suivi, de leur analyse et de l'amélioration continue.

**8.5 Conclusion de la section**

La LCH a réalisé des progrès ces quatre dernières années en matière d'élimination des comportements répréhensibles en dehors de la glace, mais il lui reste encore fort à faire pour aboutir à des pratiques exemplaires en matière de programmes de formation et de sensibilisation. Une série de mesures doit être prise pour monter la barre. Tout d'abord, les politiques et les procédures doivent faire l'objet de mises à jour et doivent être uniformes à l'échelle de la Ligue canadienne de hockey. En optimisant le travail de Hockey Canada et le *Code de conduite universel pour prévenir et contrer la maltraitance dans le sport*, il sera plus rapide et efficace de parvenir à ces fins. Ensuite, la LCH doit adopter des programmes uniformes de formation et de sensibilisation s'appliquant à ses trois ligues. Ces programmes doivent être néanmoins personnalisés en fonction des groupes de parties prenantes et être dispensés de manière compréhensible. La formation et la sensibilisation doivent être de mise au quotidien, comme s'il s'agissait d'un entraînement physique. Le changement de culture et une meilleure sensibilisation aux problèmes ou enjeux importants nécessitent des communications régulières, franches et honnêtes. La sensibilisation des témoins doit faire partie du programme de formation, à l'instar de la formation des compétences non techniques : le fait de permettre aux parties prenantes d'acquérir les compétences en communication nécessaires à la discussion des comportements répréhensibles et d'établir un forum et la confiance nécessaire pour y parvenir aidera à améliorer la culture et à éliminer la loi du silence entourant les abus et la maltraitance. Et enfin, afin de savoir si elle fait vraiment des progrès pour parvenir aux résultats désirés, la LCH doit recueillir des données pour éclairer les changements en matière de politiques, de procédures, de programmes de formation et de sensibilisation et pour lui permettre de mesurer les progrès réalisés au fil du temps.

**RECOMMANDATION N$^{O}$ 13**

La LCH doit distribuer les constatations du présent rapport à ses membres. Ce faisant, tous les dirigeants entendront le même message et l'information sera transmise aux joueurs et au personnel, l'objectif étant, au bout du compte, de changer la culture de la LCH.

## CONCLUSION

Au sein de la Ligue canadienne de hockey, les comportements répréhensibles en dehors de la glace constituent un grave problème qui laisse de vraies séquelles émotionnelles et physiques. Malgré l'adoption de nouvelles politiques et procédures, et malgré l'existence de programmes de formation ces dernières années, le problème des comportements répréhensibles en dehors de la glace persiste, et il continuera de sévir en raison de la culture systémique qui règne au sein de la LCH. À eux seuls, les politiques, les procédures et les programmes de formation ne permettront pas de mettre fin au problème. Cela s'explique par la présence de normes culturelles qui rendent acceptables au sein de la LCH les comportements considérés comme inacceptables en dehors du monde du hockey. Ce ne sera que lorsque les échelons supérieurs de la LCH, dont les propriétaires, les directeurs généraux et les entraîneurs, reconnaîtront le problème, condamneront fermement la maltraitance des joueurs et accorderont la priorité à la sécurité des joueurs que la culture changera et que la situation des comportements répréhensibles en dehors de la glace pourra s'améliorer.

Il est essentiel que les joueurs s'estiment suffisamment en sécurité pour déclarer les incidents. Cette confiance doit leur être inculquée par les hauts dirigeants, qui doivent accorder un grand sérieux à la question de la maltraitance des joueurs. Pour ce faire, ils doivent poser des gestes qui se traduisent par une tolérance zéro, et par des conséquences en cas de maltraitance des joueurs. Le président de la LCH doit posséder le pouvoir d'imposer de graves sanctions aux personnes qui contreviennent à la sécurité des joueurs. À l'instar du jeu en avantage numérique, la sécurité des joueurs doit être mise à l'avant-plan au quotidien par les entraîneurs, avec les membres de leur équipe, dans le vestiaire. C'est à force de répétition que tous les joueurs finiront par croire que leur sécurité est prioritaire, et que les actes de maltraitance doivent cesser.

## GAINS RAPIDES

Les recommandations suivantes peuvent être mises en œuvre rapidement et sans trop de frais de la part de la LCH. Elles lui permettront de faire des « gains rapides » et d'envoyer un signal à l'ensemble de la ligue, selon lequel la LCH accorde la priorité à sa démarche en matière de maltraitance des joueurs, et que son approche à l'égard des comportements répréhensibles en dehors de la glace est en train de changer.

1. Installer une ligne d'assistance téléphonique pour prendre les appels concernant la maltraitance.
2. Mettre en œuvre un programme de formation à l'intention des directeurs généraux et des entraîneurs pour qu'ils aient accès à des ressources sur les méthodes d'entraînement éthiques

et sur la maltraitance de joueurs. Ces ressources leur permettront de discuter des problèmes en toute confidentialité, de donner un son de cloche, d'apprendre à réfléchir et de mettre leurs connaissances en application dans leur entraînement quotidien.

3. Renforcer le partenariat avec Hockey Canada afin de bénéficier de sa collaboration et de profiter du travail déjà réalisé par cette organisation en matière de politiques, de procédures et de formation sur la maltraitance; et faire en sorte que les politiques et les procédures soient uniformes à la grandeur de la LCH.
4. Élaborer un protocole standardisé pour gérer les cas de maltraitance, allant de l'identification et de la définition des cas jusqu'à la normalisation des sanctions liées au comportement.
5. Mobiliser les joueurs de la LCH. Établir une « table des champions » composée de représentants des joueurs afin de faire appel à eux dans le cadre de l'élaboration des politiques, des procédures et des programmes de formation visant à les protéger de la maltraitance et pour communiquer aux autres membres de leur équipe l'information dont ils ont eu vent à la table des champions.
6. Faire en sorte que la LCH établisse un code de conduite universel pour le hockey, s'harmonisant avec les principes de Hockey Canada afin d'exercer une influence sur l'ensemble du monde du hockey (depuis les premières séances d'entraînement des jeunes joueurs jusqu'au niveau de la LCH et par la suite). Placer des affiches du *Code universel* de la ligue dans tous les vestiaires pour que les entraîneurs puissent en discuter au quotidien et favoriser les communications de l'équipe, et instituer la sécurité des joueurs au vestiaire (dans le cadre du plan d'entraînement habituel de l'entraîneur).

## CADRE DE RÉFÉRENCE

Le comité d'examen indépendant fera des recommandations aux commissaires de la WHL, de l'OHL, de la LHJMQ et au président de la LCH en respectant les limites imposées par le cadre de référence suivant :

- examiner les politiques et les procédures actuelles de la WHL, de l'OHL et de la LHJMQ pour déterminer si des modifications permettraient de mieux protéger les joueurs des comportements répréhensibles en dehors de la glace en matière de brimade (initiation), de harcèlement et d'autres formes d'abus infligés par les autres joueurs, le personnel des équipes ou les représentants (« comportement répréhensible en dehors de la glace »);

- examiner les programmes actuels de formation et de sensibilisation en vue d'assurer l'adoption de pratiques exemplaires pour mieux protéger les joueurs des comportements répréhensibles en dehors de la glace;

- examiner les procédures actuelles de dépôt de plaintes et les programmes de formation afin de déterminer si des modifications augmenteraient la possibilité que davantage de plaintes se rapportant aux comportements répréhensibles en dehors de la glace soient déposées à des fins d'enquête par l'équipe ou les officiels de la ligue.

Le comité a la possibilité d'interviewer des joueurs ou des représentants de la LCH ou des ligues qui en font partie pour évaluer l'efficacité des politiques, des programmes de formation et des procédures de dépôt des plaintes actuellement en vigueur.

Cependant, la gestion des plaintes des joueurs ou l'imposition de mesures disciplinaires aux équipes ou aux officiels continuent de relever exclusivement de la LCH, conformément à ses actes constitutifs ou aux commissaires de la WHL, de l'OHL et de la LHJMQ en vertu des règlements des ligues membres de la LCH.

## COMPOSITION DU COMITÉ

**Camille Thériault, président**

M. Camille Thériault est un ancien premier ministre du Nouveau-Brunswick, un officier de l'Ordre du Canada et un ancien joueur des Aigles Bleus de l'Université de Moncton. Récemment, il a pris sa retraite à titre de chef de la direction d'UNI Coopération financière. À deux reprises, il a été nommé parmi les Top 50 dirigeants d'entreprises de l'Atlantique par le magazine *Atlantic Business*. Il a reçu la Médaille du jubilé de la reine Élisabeth en 2012 ainsi qu'un doctorat honorifique de l'Université de Moncton.

**Sheldon Kennedy**

M. Sheldon Kennedy est un ancien champion de la Coupe Memorial et un ancien joueur de la LNH bien connu pour avoir porté en avant-plan la cause des abus dans le sport. M. Kennedy a joué un rôle instrumental pour rassembler les gouvernements et divers partenaires des secteurs public et privé afin qu'ils travaillent de concert dans le but d'influencer des changements en matière de politiques et d'améliorer la façon dont les cas d'abus des enfants sont traités. Il est le cofondateur du Calgary and Area Child Advocacy Centre et du Respect Group. Il a reçu d'innombrables récompenses et doctorats honorifiques. Entre autres, il a été nommé membre de l'Ordre du Canada en 2014 et de l'Ordre de Hockey Canada en 2020.

**Danièle Sauvageau**

M$^{me}$ Danièle Sauvageau est réputée pour sa vaste expérience dans les domaines de l'enquête, de la sécurité publique, du sport de haut niveau, des affaires et de l'entraînement sportif. Elle possède plus de 33 ans de service dans le secteur des forces policières, où elle a occupé des postes en enquête stratégique et en développement stratégique. Elle a participé à sept éditions des Jeux Olympiques (médaillée d'or en hockey féminin en 2002) et à plusieurs éditions des Jeux panaméricains et des Championnats mondiaux à titre d'entraîneur en chef et de directrice générale. Au fil des ans, elle a reçu de nombreuses récompenses, dont la Croix de service méritoire canadien et le titre d'officier de l'Ordre du Canada, en plus d'avoir été nommée entraîneur de l'année au Québec et au Canada à trois reprises.

## GLOSSAIRE

**Brimade (initiation) –** Tout acte à l'égard d'une personne qui vient d'adhérer à une organisation ou qui maintient son adhésion, acte de nature humiliante, intimidante ou rabaissante qui met en danger la santé et/ou la sécurité des personnes concernées; toute interaction nuisible qui comporte une composante d'abus psychologique, sexuel et/ou physique. (Jeckell et al., 2018) [traduction libre]

**Comportement répréhensible en dehors de la glace –** Tout incident de maltraitance (tel que défini dans ce glossaire) perpétré par une personne (comme les joueurs, les parents, les entraîneurs, les arbitres et ainsi de suite) se produisant en dehors des activités sur glace régulières.

**Culture –** Les coutumes, les valeurs et les rituels partagés par les membres d'une organisation, qui doivent être acceptés par les nouveaux membres. (Dictionary.com, 2020) [traduction libre]

**Effet de proximité ou effet du témoin –** Il y a effet de proximité ou effet du témoin lorsque la présence d'autres personnes dissuade une personne d'intervenir en cas de maltraitance. Plus le nombre de témoins est grand, moins ils sont susceptibles d'offrir de l'aide à une personne en détresse. En situation de crise, les personnes sont plus susceptibles d'agir lorsqu'il y a peu de témoins, ou aucun autre témoin. (Psychology Today, 2020) [traduction libre]

**Entraînement éthique –** Dans le domaine canadien du sport, les entraîneurs dont les méthodes adhèrent au code d'éthique du Programme national de certification des entraîneurs (PNCE), valorisant le leadership et le professionnalisme, la santé et la sécurité, le respect et l'intégrité. (Association canadienne des entraîneurs, 2020).

**Intimidation –** L'intimidation est un comportement méchant, cruel et blessant. Il s'agit d'un mauvais usage du pouvoir en vue de blesser quelqu'un. (Croix-Rouge canadienne, 2020)

**Maltraitance –** Acte volitif causant du tort ou ayant le potentiel de causer des préjudices physiques ou psychologiques. (Centre canadien pour l'éthique dans le sport, 2019)

**Maltraitance physique –** Toute forme de conduite délibérée et non désirée, susceptible de porter atteinte au bien-être physique du participant. Le terme maltraitance physique désigne notamment la violence physique avec et sans contact. C'est le comportement en soi, et non si le tort causé est intentionnel ou le résultat du comportement, qui détermine si on est en présence d'une maltraitance physique. (Centre canadien pour l'éthique dans le sport, 2019)

**Maltraitance (ou abus) psychologique –** Toute forme de conduite délibérée et non désirée, susceptible de porter atteinte au bien-être psychologique du participant. Le terme maltraitance psychologique comprend notamment la violence verbale, la violence physique sans agression et le refus d'attention ou de soutien. C'est le comportement en soi, et non si le tort causé est intentionnel ou le résultat du comportement, qui détermine si on est en présence d'une maltraitance psychologique. (Centre canadien pour l'éthique dans le sport, 2019)

**Maltraitance sexuelle (mettant en cause un enfant) –** Toute forme d'interaction sexuelle entre un adulte et un enfant constitue un abus pédosexuel. L'abus sexuel d'un enfant peut se faire avec ou sans contact physique. (Centre canadien pour l'éthique dans le sport, 2019)

**Maltraitance sexuelle (mettant en cause une personne majeure) –** Tout acte sexuel, de nature physique ou psychologique, commis contre un participant sans son consentement, ou toute menace ou tentative de perpétration d'un tel acte. Ce terme englobe tout acte mettant en cause la sexualité, l'identité ou l'expression de genre d'un participant et commis sans son consentement, toute menace ou tentative de perpétration d'un tel acte. Il comprend notamment les infractions au *Code criminel* suivantes : l'agression sexuelle, l'exploitation sexuelle, les contacts sexuels, l'incitation à des contacts sexuels, l'outrage à la pudeur, le voyeurisme et la distribution non consensuelle d'images sexuelles ou intimes. Il désigne aussi le harcèlement sexuel et la traque, ainsi que le cyberharcèlement et la traque en ligne de nature sexuelle. La maltraitance sexuelle peut survenir par le biais de tout type ou moyen de communication (ex. : en ligne, sur les médias sociaux, oralement, à l'écrit, visuellement, « bizutage », par l'intermédiaire d'un tiers). (Centre canadien pour l'éthique dans le sport, 2019)

**Sport sécuritaire –** La prévention du harcèlement et de l'abus de même que la prévention du bien-être physique et psychologique des athlètes. (Kerr et al., 2020) [traduction libre]

**Systémique –** Le terme systémique se rapporte à un système, plus particulièrement lorsqu'il s'agit de l'entièreté d'une chose. Il se rapporte également à une politique, à une pratique ou à un ensemble de croyances considérées comme normatives ou coutumières au sein d'un système politique, social ou économique : l'inégalité systémique; le racisme systémique. (Dictionary.com, 2020) [traduction libre]

## LISTE DES EXPERTS

**Kerr, Gretchen, Ph. D.**
Professeure, maltraitance des athlètes
Vice-doyenne des programmes, Écoles des études de cycle supérieur
Université de Toronto

M[me] Kerr a dirigé ou réalisé de nombreux projets de recherche dans le domaine de la maltraitance des athlètes. Elle est également auteure et experte en contenu pour le CCUMS et possède plus de 30 ans d'expérience à titre de responsable du bien-être de l'athlète.

**MacDonald, Sarah, Ph. D.**
Spécialiste en entrevue judiciaire
Child Advocacy Centre, Calgary

M[me] MacDonald est spécialisée en entrevues judiciaires et en mémoire à Calgary, au Canada. Sur demande, elle dirige des entrevues judiciaires dans le cadre d'affaires complexes et graves d'agressions sexuelles. Elle est également conseillère scientifique pour le ministère de la Justice et le Solliciteur général (comité consultatif des services de police – violence sexuelle) et administratrice du conseil de l'Alberta Criminal Justice Association.

Elle donne des cours et de la formation dans le domaine de l'application de la loi en Alberta, notamment aux juges, aux procureurs et aux médecins. Elle a réalisé et publié des recherches, dont le chapitre d'un livre, examiné les processus cognitifs sous-jacents aux techniques d'entrevue d'enquête, les pratiques d'enquête fondées sur la psychologie, l'évaluation de la tromperie, de la détection et de la

crédibilité, et la mémoire. M^me^ MacDonald a également présenté ses travaux de recherche à l'échelle internationale et est oratrice à TEDx.

Elle a reçu une formation en techniques d'entrevues cognitives avancées au Royaume-Uni en plus d'élaborer et d'enseigner un cours (le premier du genre en Amérique du Nord) destiné aux agents de police canadiens spécialisés dans les crimes majeurs qui interviewent d'importants témoins et des victimes de crimes.

Ses recherches sur le comportement humain dans le système judiciaire lui ont valu un des prix nationaux les plus prestigieux du CRSH, soit le prix J.A. Bombardier.

**McLean, Scott, Ph. D.**
Éducateur et conseiller en service social et judiciaire
Université Mount Royal, Collège communautaire Red Crow
Professeur associé de la City University of Seattle

M. Scott McLean a animé de nombreux ateliers et fourni du soutien clinique aux premiers intervenants en ce qui a trait à divers traumatismes. Il fait de la recherche dans ce domaine à titre de spécialiste certifié en traumatologie légale.

**Todd, D^r^ Ryan, Ph. D.**
Psychiatre du sport
Hôpital Foothills de Calgary

D^r^ Ryan Todd a examiné et traité des milliers de personnes souffrant d'une maladie mentale découlant d'un traumatisme, d'une maladie ou d'une chirurgie. Selon le D^r^ Todd, la santé mentale peut s'apprendre et peut être pratiquée par tous, et la technologie est une ressource vitale pour aider à combler l'écart entre la demande et les soins de santé mentale de nos jours. C'est cette croyance qui a alimenté son désir de lancer ***Headversity*****,** une entreprise technologique spécialisée en bien-être mental, dont il est le chef de la direction. Par le truchement de Headversity, le D^r^ Todd envisage la création d'une culture de bien-être mental au sein de la main-d'œuvre canadienne grâce à des formations mobiles, des microformations et des formations mesurables.

## SONDAGE DE LÉGER

| | LHJMQ | OHL | WHL |
|---|---|---|---|
| **Politiques** | • **Programme d'aide aux joueurs**<br>– Chaque équipe a un représentant du PAJ spécialement formé<br>– Ligue dotée d'un coordonnateur du PAJ spécialement formé<br>– S'occupe de tous les défis que rencontrent les joueurs, dont les plaintes relatives à l'abus et à la brimade<br>– Fournit les services de conseillers professionnels indépendants<br><br>• **Charte pour la prévention de la violence**<br>– Condamne toute forme de violence envers les joueurs<br><br>• **Q Code de conduite**<br>– Respect pour les coéquipiers et traitement des coéquipiers (aborde le sujet de la brimade, etc.)<br><br>• **Respect et Sport**<br>– Porte sur l'intimidation et le harcèlement<br><br>• **Parlons-en**<br>– Offre du soutien professionnel aux joueurs en collaboration avec l'Association canadienne pour la santé mentale<br>– Apprend aux joueurs à reconnaître et à signaler les problèmes de santé mentale chez | • **Politique relative au harcèlement, à l'abus et à la diversité**<br>– Tolérance zéro pour la brimade ou l'abus<br><br>• **Politique relative à la brimade**<br>– Interdit toute forme de brimade, y compris les rituels d'initiation et même les différences de responsabilités en ce qui a trait aux tâches des coéquipiers<br>– Toute infraction, ou tout joueur, officiel de l'équipe ou autre qui ne signale pas une infraction dont il a eu connaissance à la ligue est passible de suspension<br><br>• **Programme Les joueurs avant tout**<br>– Programme conçu pour favoriser la protection et le développement des joueurs<br>- Agent de liaison de ce programme au sein de chaque équipe<br><br>• **Parlons-en**<br>– Offre du soutien professionnel aux joueurs en collaboration avec l'Association canadienne pour la santé mentale<br>– Apprend aux joueurs à reconnaître et à signaler les problèmes en matière de santé mentale chez les coéquipiers | • **Politique relative à l'abus, à l'intimidation, au harcèlement et à la brimade**<br>– Interdit toutes les formes de brimade et d'abus<br>– Quiconque fait de tels actes ou est conscient de tels actes et ne les signale pas à la ligue commet une infraction<br><br>• **Politique relative à la conduite personnelle et aux médias sociaux**<br>– Comprend la norme de conduite de tout le personnel<br><br>• **Programme Respect au hockey**<br>– Tolérance zéro pour la brimade<br>– Exigences pour tous les joueurs, les entraîneurs, les soigneurs, les officiels, les parents, les familles d'accueil et le personnel<br><br>• **Code de conduite**<br><br>• **Parlons-en**<br>– Offre du soutien professionnel aux joueurs en collaboration avec l'Association canadienne pour la santé mentale<br>– Apprend aux joueurs à reconnaître et à signaler les problèmes en matière de santé mentale chez les coéquipiers |

| | | | |
|---|---|---|---|
| | les coéquipiers<br><br>• **Politique antidiscriminatoire** – Interdit la discrimination et le harcèlement<br>• **Guide de formation pour les familles d'accueil** – Présente les attentes des familles d'accueil et leur enseigne comment faire face aux problèmes que vivent les joueurs<br><br>• **Politique relative aux médias sociaux** – Conçue pour protéger toutes les parties contre le harcèlement et les actes ou les comportements répréhensibles, peu importe les intentions | • **Programme Onside** – Conçu le programme Respect for Women en collaboration avec l'Ontario Coalition of Rape Crisis Centres<br><br>• **Programme de performance et de développement** sous l'égide du Dr Paul Dennis – Programme de formation destiné aux entraîneurs pour qu'ils comprennent mieux les hockeyeurs d'aujourd'hui, pour créer un environnement plus propice au développement des joueurs et pour éliminer les comportements destructeurs du point de vue psychologique<br><br>– Permet à la ligue, avec l'aide du Dr Paul Dennis, de gérer les comportements susceptibles d'avoir des effets néfastes sur le bien-être des joueurs et d'enquêter à leur sujet<br><br>• **Politique relative aux médias sociaux** – Conçue pour protéger toutes les parties contre le harcèlement et les contacts ou les comportements répréhensibles<br><br>• **Cours sur l'expression de genre** – Tous les joueurs et membres du personnel sont obligés de regarder | |

| | | | |
|---|---|---|---|
| | | une vidéo éducative sur l'inclusion et l'acceptation | |
| **Programmes de formation et de sensibilisation** | • **Vidéo du PAJ**<br>– Tous les joueurs sont obligés de regarder cette vidéo au début de chaque saison et de signer un document attestant qu'ils l'ont visionnée et bien comprise<br>• **Affiche du PAJ**<br>– Accrochée dans tous les vestiaires, avec le numéro 1.800 pour déposer des plaintes ou signaler des inquiétudes et l'adresse courriel du coordonnateur du PAJ au sein de la ligue<br>• **Contrat d'engagement des joueurs**<br>– Assure la conformité aux politiques relatives au respect et au code de conduite<br>• **Respect et Sport**<br>– Formation et certification requises pour tous, chaque année<br>• **Programme de formation Parlons-en**<br>• **Formation au sujet des comportements sexuels dangereux**<br>Pour les joueurs et le personnel<br>• **Séances ad hoc du PAJ**<br>– À propos du harcèlement et d'autres problèmes | • **Orientation relative au programme Les joueurs avant tout**<br>– Tous les joueurs reçoivent cette formation avant le début de la saison de jeu, durant la semaine d'orientation au sujet des politiques sur la brimade et des procédures de dépôt des plaintes<br>– Tous les ans, tous les directeurs généraux et tous les entraîneurs se rencontrent en début de saison pour passer en revue les politiques de la ligue relatives à la sécurité et au bien-être des joueurs, notamment les politiques relatives à la brimade, au harcèlement et à l'abus<br>• **Obligation pour tous de signer le formulaire d'engagement standard relatif à la brimade**<br>• **Affiche sur les politiques et la discipline dans tous les vestiaires**<br>– Comprend les politiques sur le harcèlement, l'abus, la brimade et la marche à suivre pour déposer une plainte<br>• **Respect et Sport**<br>– Formation et certification à l'intention de tous les directeurs généraux, entraîneurs et membres du personnel de soutien | • **Programme Respect au hockey**<br>– Des champions de l'équipe Respect donnent une série d'ateliers aux joueurs et au personnel de chaque équipe<br>• **Programme Respect et Sport**<br>• **Formation et certification en ligne**<br>– Tous les joueurs, les parents, les entraîneurs, les soigneurs et les familles d'accueil doivent suivre cette formation en ligne et répondre au questionnaire pour recevoir leur certification chaque année<br>– Tolérance zéro pour la brimade<br>• **Code de conduite**<br>– À lire et à signer<br>• **Programme Player Impact**<br>– Réseau de sécurité de la WHL composé de responsables de la sécurité indépendants (formation policière) affectés à chaque équipe<br>– Offre une formation aux joueurs chaque année |

| | | | |
|---|---|---|---|
| **Plaintes et mise en application** | • **Dépôt des plaintes au PAJ**<br>– Peut se faire au numéro 1.800, par courriel ou directement à la ligue<br>– Plaintes gérées par un comité indépendant du PAJ composé de 5 personnes : agent de police, travailleur social, avocat, ancien joueur, psychologue<br><br>• **Personne-ressource** pour chaque équipe pour le counseling, la sensibilisation et le soutien<br>• **Plaintes aux parents, familles d'accueil, agents, entraîneurs, propriétaires, aumôniers, personnes-ressources**<br>• **Plaintes à SportAide**<br>– Organisation indépendante dotée de personnel spécialement formé pour recevoir les plaintes des athlètes et les gérer<br><br>• **Plaintes au commissaire**<br><br>• **Commissaire émet des sanctions** (suspension et/ou contravention) | • **Plaintes au programme Les joueurs avant tout**<br><br>• **Plaintes aux parents, familles d'accueil, agents, entraîneurs, propriétaires, aumôniers, agents de liaison des joueurs**<br><br>• **Plaintes au commissaire ou aux responsables de l'arbitrage en vertu de l'accord standard des joueurs**<br><br>• **Agent de liaison des joueurs désigné annuellement pour chaque équipe**<br>– Sert de ressource supplémentaire pour aider les équipes à sensibiliser les joueurs au harcèlement, à l'abus et aux questions de mode de vie<br>– Ressource pour les joueurs concernant leurs droits et options en vertu de la politique Les joueurs avant tout de la LCH et l'accès à des plateformes externes de services de soutien et de counseling<br>• **Enquêtes par un enquêteur externe indépendant**<br>– Dr Paul Dennis, psychologue avec expérience dans le domaine du sport<br>• **Suspensions ou autres sanctions émises par le commissaire en cas d'infractions** | • **Plaintes au réseau de sécurité**<br>– Déclaration au réseau de sécurité<br>– Numéro 1.800 pour déposer les plaintes<br><br>• **Plaintes au commissaire**<br><br>• **Plaintes à l'agent de liaison du club**<br><br>**Plaintes aux parents, familles d'accueil, agents, entraîneurs, propriétaires, aumôniers**<br><br>• **Commissaire émet des suspensions ou d'autres sanctions, selon le cas** |

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Rapport

# LE HARCÈLEMENT ET L'INTIMIDATION DANS LA LIGUE CANADIENNE DE HOCKEY

Enquête auprès des joueurs, des entraîneurs, des directeurs-gérants, du personnel et des familles de la LCH.

**DATE** 13/10/2020 **NUMÉRO DE PROJET** 16189-001

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**ÉQUIPE** 53

# MÉTHODOLOGIE

# MÉTHODOLOGIE

**MÉTHODE**

Un sondage Web a été réalisé **du 23 septembre au 5 octobre 2020** auprès de 665 membres de la LCH (DG, entraîneurs, personnel, joueurs et familles) pouvant s'exprimer en français ou en anglais.

**SONDÉS**

Les sondés provenaient de listes données par la Ligue de l'Ontario, la LHJMQ et la Ligue de l'Ouest. Au total, 31 directeurs généraux, 59 entraîneurs, 98 membres du personnel, 259 joueurs et 212 familles ont répondu au sondage. L'invitation a été envoyée à un total de 3 782 membres possédant une adresse électronique valide. Afin de maximiser le taux de réponse, des rappels ont été envoyés aux membres qui n'avaient pas encore répondu les 29 septembre et 2 octobre.

Cela a permis d'obtenir un taux de réponse de 18 %.

**MARGE D'ERREUR**

La marge d'erreur pour chaque catégorie de répondant est de :

- **DG :** +/- 12.5 %, 19 fois sur 20
- **Entraîneurs :** +/- 10.6 %, 19 fois sur 20
- **Personnel :** +/- 7.8 %, 19 fois sur 20
- **Joueurs :** +/- 5.6 %, 19 fois sur 20
- **Familles :** +/- 6.2 %, 19 fois sur 20

**PONDÉRATION**

Compte tenu de la nature des sondés (listes de clients), les données n'ont pas é pondérées.

**DIFFÉRENCES SIGNIFICATIVES**

Dans ce rapport, les données en caractères gras de couleur rouge indiquent une proportion significativement plus faible que celle des autres sondés. Inversement, les données en caractères gras de couleur verte indiquent une proportion significativement plus élevée que celle des autres sondés.

*Voir la page suivante pour une explication sur la manière de lire les différences significatives.*

**READER'S NOTE**

**NSP**
*La mention "NSP" signifie "Ne sait pas".*

**SOM**
*Les chiffres présentés dans ce rapport ont été arrondis et leur somme dans les graphiques et les tableaux (basée sur les chiffres réels avant arrondissement) peut ne pas correspondre à l'addition manuelle des chiffres arrondis.*

# LIRE LES DIFFÉRENCES SIGNIFICATIVES

Le graphique présente les résultats pour chaque catégorie de sondés, et le tableau, les résultats pour chaque ligue.

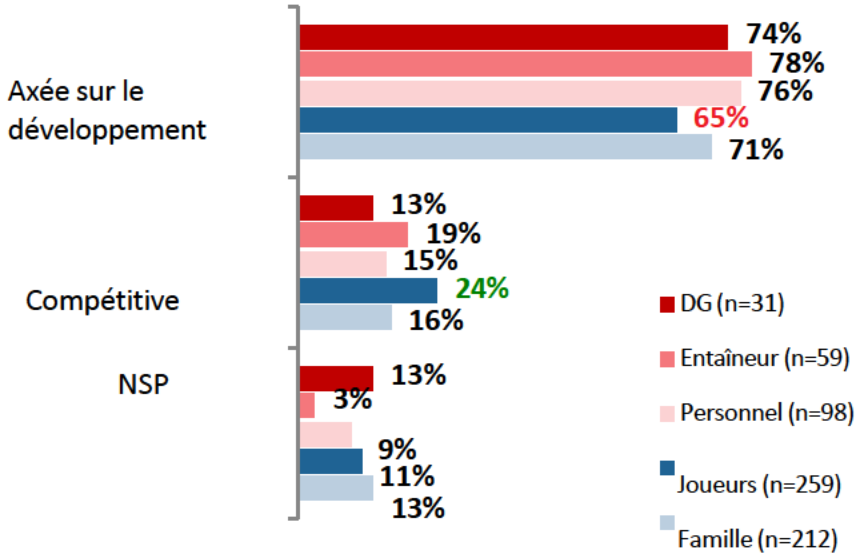
Pour chaque sous-groupe, le **vert** indique une proportion significativement supérieure à la proportion totale des autres sondés qui composent le sous-groupe (complément). À l'inverse, le **rouge** indique une proportion significativement inférieure à la proportion totale des autres sondés qui composent le sous-groupe (complément). Deux proportions ou deux moyennes ne sont significativement différentes que si des tests statistiques* confirment cette différence.

Dans l'exemple ci-dessous, la plupart des sondés pensent que la LCH devrait principalement être une ligue de développement. En examinant les résultats des sous-groupes, on peut observer les différences suivantes :

- **24 %** des joueurs pensent qu'elle devrait principalement être compétitive, ce qui est statistiquement plus élevé que les autres catégories de sondés.
- Les sondés de la Ligue de l'Ouest sont moins nombreux (**63 %**) que les autres ligues à penser que la LCH devrait être principalement une ligue de développement des talents.

**Q26. À votre avis, la LCH devrait-elle être principalement une ligue de développement de talents ou principalement une ligue compétitive ?**

Base : tous les sondés (n=665)




| | Ligue | | |
|---|---|---|---|
| | OHL | LHJMQ | WHL |
| *n=* | *193* | *252* | *220* |
| Axée sur le développement | 72% | 74% | 63% |
| Compétitive | 17% | 17% | 23% |
| Ne sait pas | 11% | 9% | 14% |

* Test bilatéral selon la distribution normale en comparant le pourcentage d'une cellule avec le pourcentage associé à la cellule ou aux cellules qui sont le complément du sous-groupe concerné. Par exemple, le complément des joueurs serait la somme des directeurs généraux, des entraîneurs, du personnel et des familles.

# FAITS SAILLANTS

# FAITS SAILLANTS

**L'intimidation, le harcèlement et la discrimination existent au sein de la LCH et ces problèmes sont assez répandus.**

Intimidation

- Un directeur gérant (23 %) et un entraîneur (25 %) sur quatre et un tiers des joueurs (32 %) croient que l'intimidation existe dans la LCH. Les membres du personnel (40 %) et les familles (52 %) sont plus nombreux à penser qu'il y a de l'intimidation dans la ligue.
- Les trois quarts des joueurs (77 %) et des familles (71 %) qui croient que l'intimidation existe dans la LCH pensent qu'elle est répandue. Les entraîneurs (60 %) et les membres du personnel (56 %) sont moins nombreux à le penser.

Harassment

- Un directeur gérant (19%), un entraîneur (20%) et un joueur sur cinq (22%) pensent que le harcèlement existe au sein de la LCH. Les membres du personnel (35 %) et les familles (41 %) sont encore une fois plus nombreux à penser qu'il y a du harcèlement au sein de la ligue.
- Les trois quarts des joueurs (75 %) et les deux tiers des familles (62 %) qui croient que le harcèlement existe au sein de la LCH pensent qu'il est répandu. Les entraîneurs (42%) et les membres du personnel (50%) sont moins nombreux à le penser.

Discrimination

- Un directeur gérant (16 %) et un entraîneur (19 %) sur cinq et un quart des joueurs (24 %) croient que la discrimination existe au sein de la LCH. Les membres du personnel (33 %) et les familles (41 %) sont plus nombreux à penser qu'il y a de la discrimination au sein de la ligue.
- Les deux tiers des joueurs (69 %) et des familles (63 %) qui croient que la discrimination existe au sein de la LCH pensent qu'elle est répandue. Les entraîneurs (27 %) et les membres du personnel (47 %) sont moins nombreux à le penser.

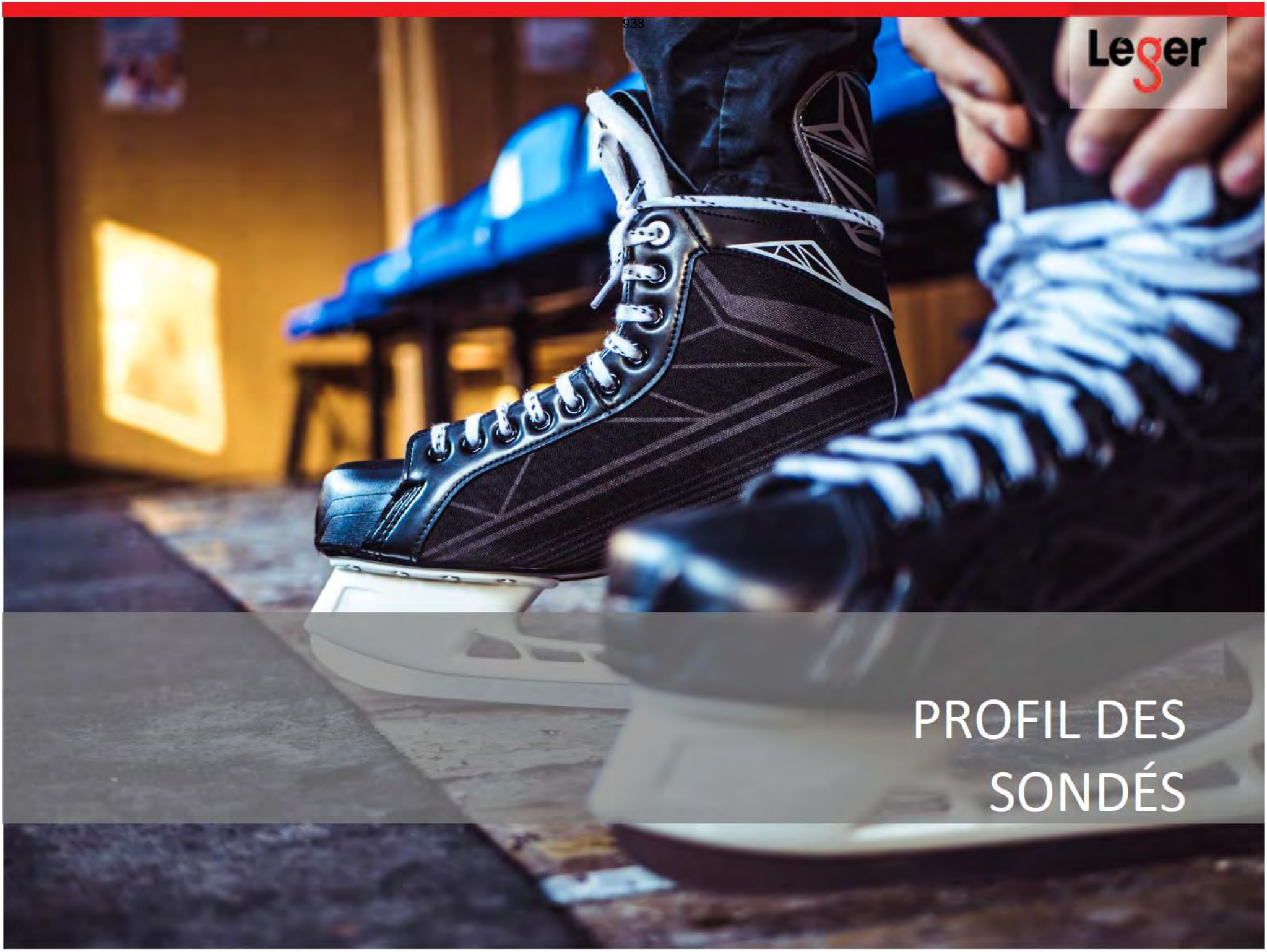
**Les personnes victimes d'intimidation ou de harcèlement ne signalent pas ce qui leur arrive à quelqu'un de la LCH par peur de compromettre leur carrière ou parce qu'elles pensent que rien ne sera fait. Pourtant, ce qu'elles ont vécu était suffisamment important pour qu'elles en parlent à quelqu'un de leur entourage.**

- Seulement 17% des victimes ont mentionné avoir rapporté l'incident à quelqu'un de la LCH. Parmi celles qui ne l'ont pas fait, 70% l'ont dit à quelqu'un de leur entourage. Au total, une victime sur dix (28%) ne l'a pas signalé ou n'en a parlé à personne.

**Bien que ces problèmes existent et soient répandus, la LCH ne semble pas les reconnaître comme un défi à relever.**

- La moitié des membres du personnel (47 %), des joueurs (46 %) et des familles (61 %) sont d'accord pour dire que la LCH devrait s'efforcer de mettre fin à l'intimidation, à la discrimination ou au harcèlement. Cependant, 65 % des directeurs gérants et 54 % des entraîneurs ne croient pas que la LCH soit confrontée à l'un de ces trois défis.

**La prévalence des problèmes étudiés est importante au sein de la ligue. Les chiffres sont trop élevés pour être des cas isolés. Mais le harcèlement, la discrimination ou l'intimidation semblent également être considérés comme faisant partie du jeu.**



# PROFIL DES SONDÉS

# PROFIL DES SONDÉS

| Base : tous les sondés | TOTAL (n=665) | DG (n=31) | Entraîneurs (n=59) | Personnel (n=98) | Joueurs (n=259) | Famille (n=212) |
|---|---|---|---|---|---|---|
| **GENRE** | | | | | | |
| Homme | 78% | 100% | 100% | 79% | 99% | 42% |
| Femme | 22% | 0% | 0% | 21% | 1% | 58% |
| **ÂGE** | | | | | | |
| 16-18 | 9% | 0% | 0% | 0% | 24% | 0% |
| 19-21 | 24% | 0% | 0% | 1% | 60% | 1% |
| 22-24 | 6% | 0% | 2% | 0% | 14% | 0% |
| 25-34 | 7% | 6% | 24% | 19% | 0% | 5% |
| 35-54 | 38% | 74% | 64% | 45% | 1% | 66% |
| 55+ | 16% | 19% | 10% | 33% | 1% | 27% |
| **LANGUE MATERNELLE** | | | | | | |
| Français | 28% | 32% | 34% | 32% | 25% | 28% |
| Anglais | 70% | 68% | 64% | 67% | 72% | 71% |
| Autre | 2% | 0% | 2% | 1% | 3% | 1% |
| **PROVINCE** | | | | | | |
| Colombie Britannique | 9% | 6% | 7% | 6% | 11% | 9% |
| Alberta | 12% | 3% | 3% | 10% | 19% | 9% |
| Saskatchewan | 6% | 6% | 5% | 8% | 6% | 7% |
| Manitoba | 4% | 3% | 2% | 3% | 6% | 2% |
| Ontario | 29% | 42% | 32% | 26% | 21% | 37% |
| Québec | 29% | 26% | 37% | 34% | 29% | 25% |
| Nouveau-Brunswick | 3% | 10% | 3% | 5% | 2% | 2% |
| Nouvelle Écosse | 3% | 3% | 3% | 4% | 3% | 4% |
| Île-du-Prince-Édouard | 2% | 0% | 3% | 0% | 1% | 3% |
| Terre-Neuve | 0% | 0% | 0% | 0% | 1% | 0% |
| Autre | 2% | 0% | 3% | 4% | 2% | 2% |
| **LIGUE** | | | | | | |
| OHL | 29% | 42% | 31% | 27% | 20% | 37% |
| LHJMQ | 38% | 39% | 53% | 43% | 37% | 33% |
| WHL | 33% | 19% | 17% | 31% | 43% | 29% |

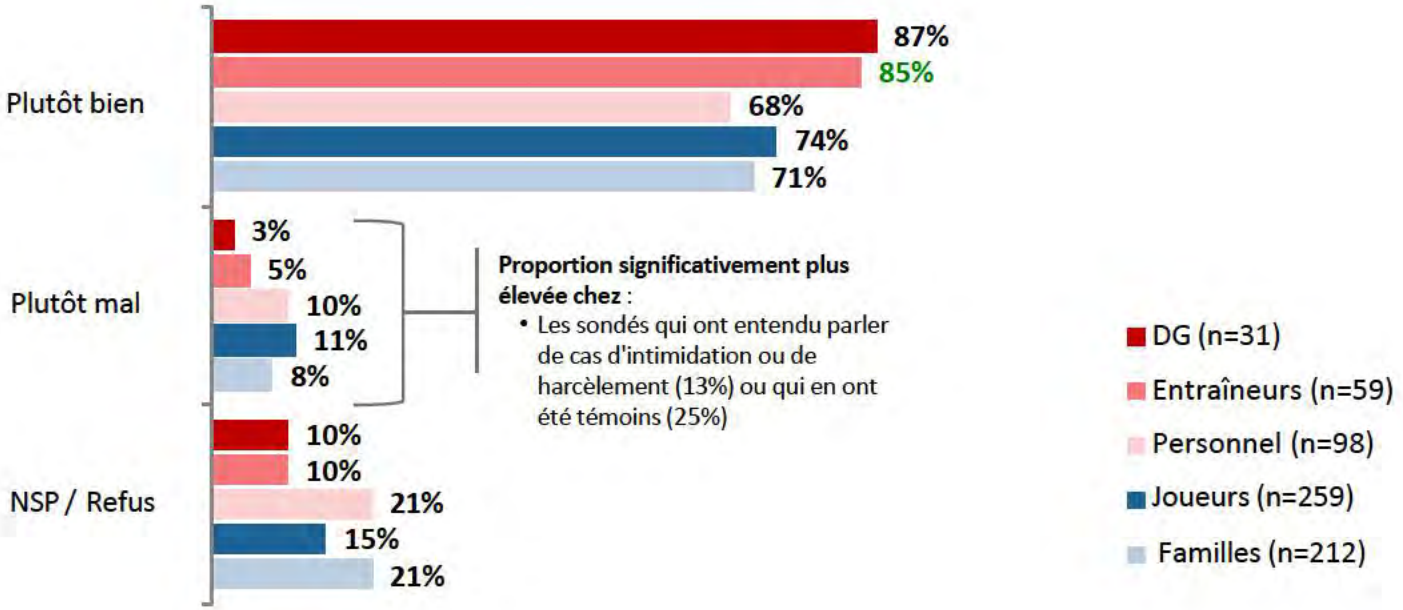
Note : Pour chaque catégorie de profil, le complément à 100% représente les mentions "Ne sait pas" et "Refus".

# RÉSULTATS DÉTAILLÉS

# 1. PERCEPTION DE LA LCH ET AMPLEUR DU PROBLÈME

# ÉTAT DE LA LIGUE CANADIENNE DE HOCKEY

**Q5. En général, pensez-vous que la Ligue canadienne de hockey (LCH) se porte actuellement plutôt bien ou plutôt mal?**
Base : tous les sondés (n=665)




| | Ligue | | |
|---|---|---|---|
| | OHL | LHJMQ | WHL |
| *n=* | *193* | *252* | *220* |
| Plutôt bien | 74% | 70% | 77% |
| Plutôt mal | 9% | 12% | 6% |
| NSP / Refus | 17% | 18% | 17% |

# RAISON(S) POUR LAQUELLE (LESQUELLES) LES CHOSES VONT BIEN EN CE MOMENT

**Q6. Pourquoi dites-vous que les choses vont plutôt bien en ce moment?** PLUSIEURS MENTIONS POSSIBLES - Comme les sondés ont pu donner plusieurs réponses, le total des mentions peut dépasser 100%. Base : sondés qui estiment que la LCH se porte plutôt bien (n=488)

| | Catégorie de sondés | | | | | Ligue | | |
|---|---|---|---|---|---|---|---|---|
| | DG | Entraî-neurs | Person-nel | Joueurs | Familles | OHL | LHJMQ | WHL |
| n= | 27* | 50 | 67 | 191 | 150 | 142 | 177 | 169 |
| Bien-être/environnement propice au développement du joueur | 52% | 46% | 22% | 18% | 21% | 23% | 28% | 21% |
| Adaptation à la COVID-19 (situation actuelle) | 4% | 6% | 10% | 7% | 20% | 13% | 13% | 8% |
| Entraînement/développement de l'école | 26% | 26% | 15% | 5% | 3% | 11% | 11% | 6% |
| Expérience positive (générale) | 4% | 2% | 10% | 9% | 9% | 12% | 5% | 9% |
| Qualité de la direction et du personnel/Professionnalisme | 4% | 22% | 6% | 2% | 7% | 7% | 5% | 7% |
| Développement/amélioration de la ligue | 30% | 12% | 3% | 1% | 3% | 6% | 6% | 1% |
| Succès/Talents des joueurs | 4% | 4% | 4% | 6% | 3% | 6% | 2% | 7% |
| Éducation/Sensibilisation au respect, à l'équité et au bon comportement | 15% | 8% | 10% | 2% | 4% | 11% | 2% | 3% |
| Entraînement/Développement personnel | 11% | 6% | 3% | 3% | 3% | 6% | 3% | 3% |
| Aucun problème à signaler | - | - | 6% | 3% | 4% | 3% | 2% | 5% |
| Bonne communication | - | - | 1% | 2% | 7% | 4% | - | 5% |
| Bon produit sur la glace / Divertissement | 7% | 4% | - | 3% | 5% | 2% | 3% | 5% |
| Stabilité/avantages financiers | 4% | 2% | 1% | 2% | 1% | 2% | 3% | 1% |
| Bonne fréquentation / intérêt des spectateurs | - | - | 4% | 2% | 4% | 2% | 2% | 3% |
| Implication / Fierté dans la communauté | 4% | - | 3% | 1% | - | 1% | - | 2% |
| Compétition / calibre de jeu | - | - | - | 2% | 1% | - | 1% | 2% |
| Les joueurs semblent heureux | - | - | - | 1% | 1% | 1% | 1% | 1% |
| Bonne image/couverture médiatique/publicité | - | - | 1% | 1% | - | - | 1% | 1% |
| Bon soutien (général) | - | - | - | 1% | - | 1% | - | 1% |
| Autre | - | 6% | 1% | 1% | 1% | 2% | 2% | - |
| Ne sait pas / Refus | 15% | 20% | 31% | 50% | 33% | 30% | 38% | 43% |

* Compte tenu du petit nombre de sondés (n<30), les données sont présentées uniquement à titre d'illustration.

# RAISON(S) POUR LAQUELLE (LESQUELLES) LES CHOSES VONT MAL EN CE MOMENT

**Q7. Pourquoi dites-vous que les choses vont plutôt mal en ce moment?** PLUSIEURS MENTIONS POSSIBLES - Comme les sondés ont pu donner plusieurs réponses, le total des mentions peut dépasser 100%. Base : sondés qui estiment que la LCH se porte plutôt mal (n=61)

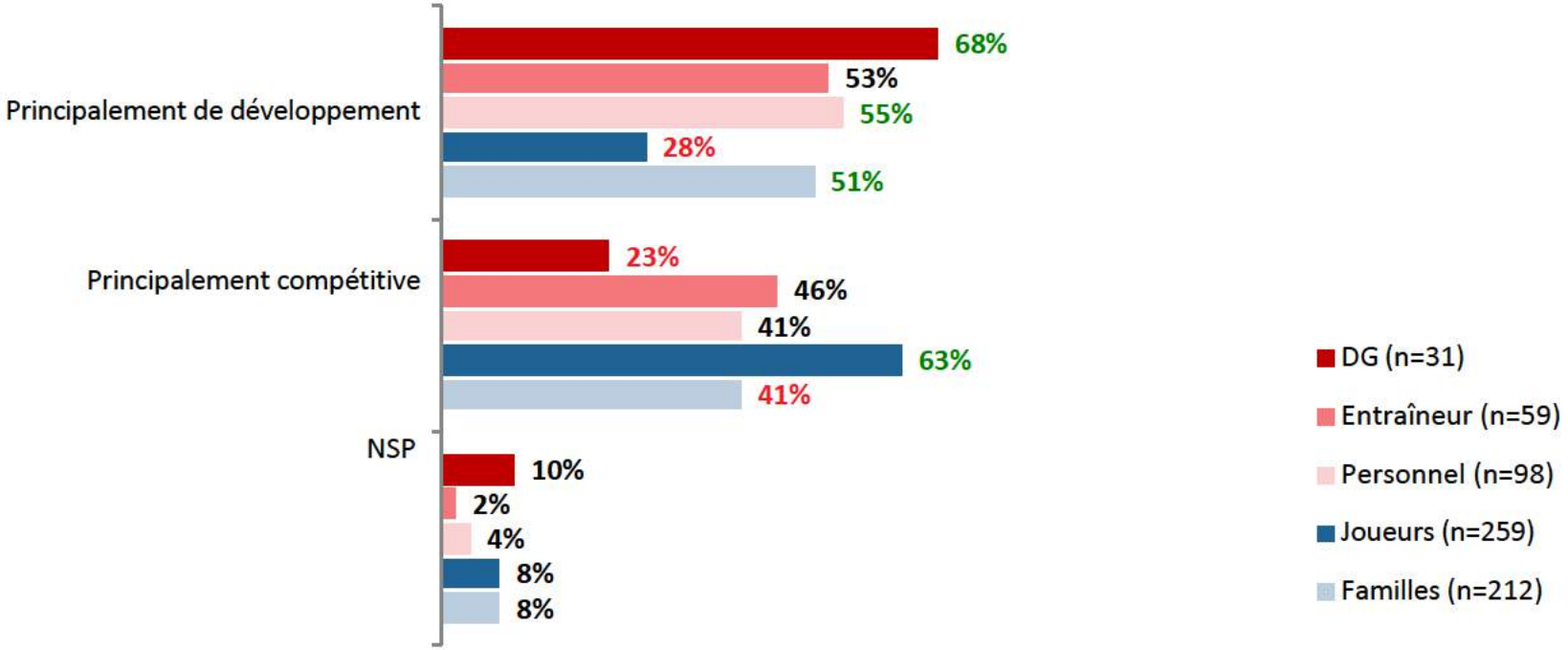
| | Catégorie de sondés | | | | | Ligue | | |
|---|---|---|---|---|---|---|---|---|
| | DG | Entraî-neurs | Person-nel | Joueurs | Familles | OHL | LHJMQ | WHL |
| n= | 1** | 3** | 10* | 29* | 17* | 18* | 29* | 14* |
| Mauvais traitement des joueurs / mauvais coaching | - | - | 20% | 17% | 29% | 44% | 10% | 21% |
| A cause du COVID-19 | - | - | 30% | 10% | 29% | 11% | 28% | 21% |
| Procédures judiciaires | - | - | 20% | 14% | 24% | 6% | 31% | 7% |
| Problème de communication / Image de la ligue | - | - | - | 7% | 24% | 17% | 7% | 14% |
| Problèmes financiers | - | - | 20% | 7% | 12% | - | 17% | 7% |
| Diminution/Interdiction d'assister aux matchs / Perte de revenus | - | - | 10% | 7% | 18% | 6% | 17% | - |
| Salaire insuffisant/Bourses d'études pour les joueurs | - | - | - | 10% | - | - | 3% | 14% |
| Problème avec le personnel | - | - | 20% | - | - | 11% | 3% | - |
| Culture toxique (Intimidation/Harcèlement/etc.) | - | - | - | 3% | 6% | 6% | - | 7% |
| Autre | - | - | 10% | - | 18% | 11% | 7% | - |
| Ne sait pas / Refus | - | - | 10% | 41% | - | 17% | 21% | 29% |

* Compte tenu du petit nombre de sondés (n<30), les données sont présentées uniquement à titre d'illustration.

** Les résultats ne sont pas présentés car le nombre de sondés est trop faible (n<10).

# CE QU'EST LA LCH

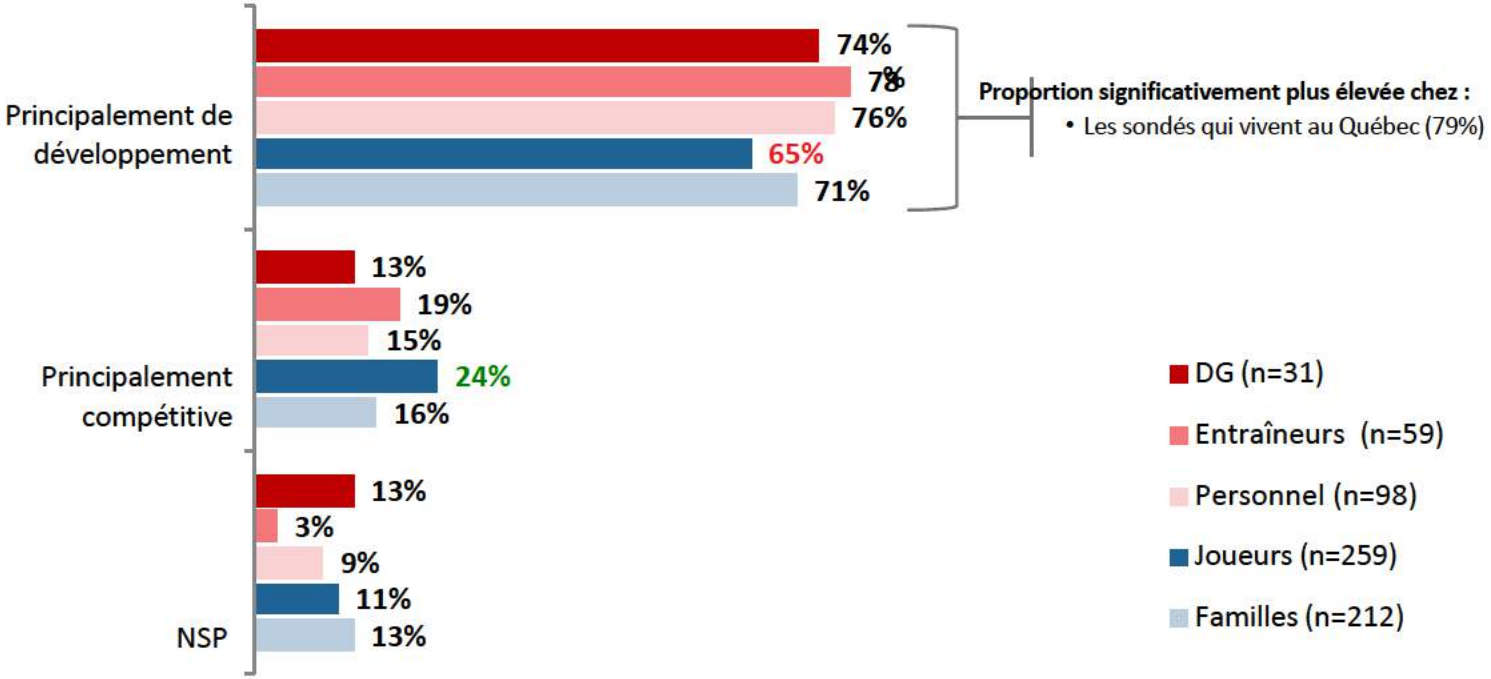
**Q25B. À votre avis, la LCH est-elle actuellement principalement une ligue de développement de talents ou principalement une ligue compétitive?**
Base : tous les sondés (n=665)




| | Ligue | | |
|---|---|---|---|
| | OHL | LHJMQ | WHL |
| *n=* | *193* | *252* | *220* |
| Principalement de développement | 51% | 43% | 38% |
| Principalement compétitive | 41% | 53% | 51% |
| Ne sait pas | 8% | 4% | 11% |

# CE QUE LA LCH DEVRAIT ÊTRE

**Q26. À votre avis, la LCH devrait-elle être principalement une ligue de développement de talents ou principalement une ligue compétitive?**
Base : tous les sondés (n=665)

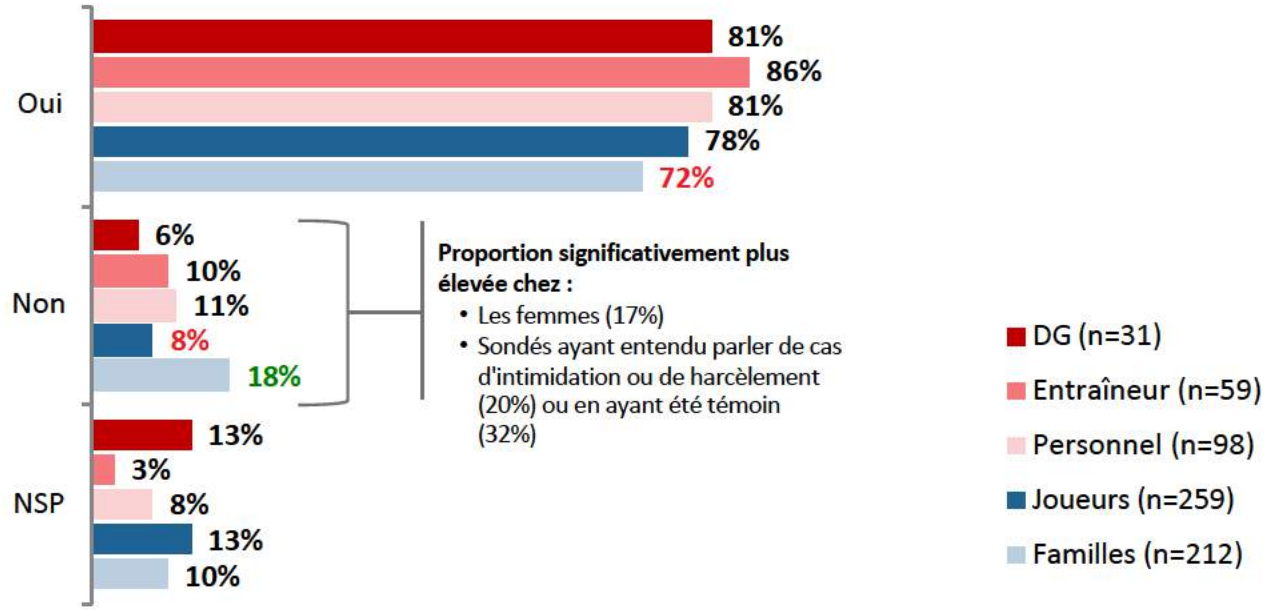



| | Ligue | | |
|---|---|---|---|
| | OHL | LHJMQ | WHL |
| *n=* | *193* | *252* | *220* |
| Principalement de développement | 72% | 74% | **63%** |
| Principalement compétitive | 17% | 17% | 23% |
| Ne sait pas | 11% | 9% | 14% |

# ENVIRONNEMENT RÉPONDANT À LEURS ATTENTES

**Q7B. L'environnement actuel de la ligue répond-il à vos attentes?**

Base : tous les sondés (n=665)

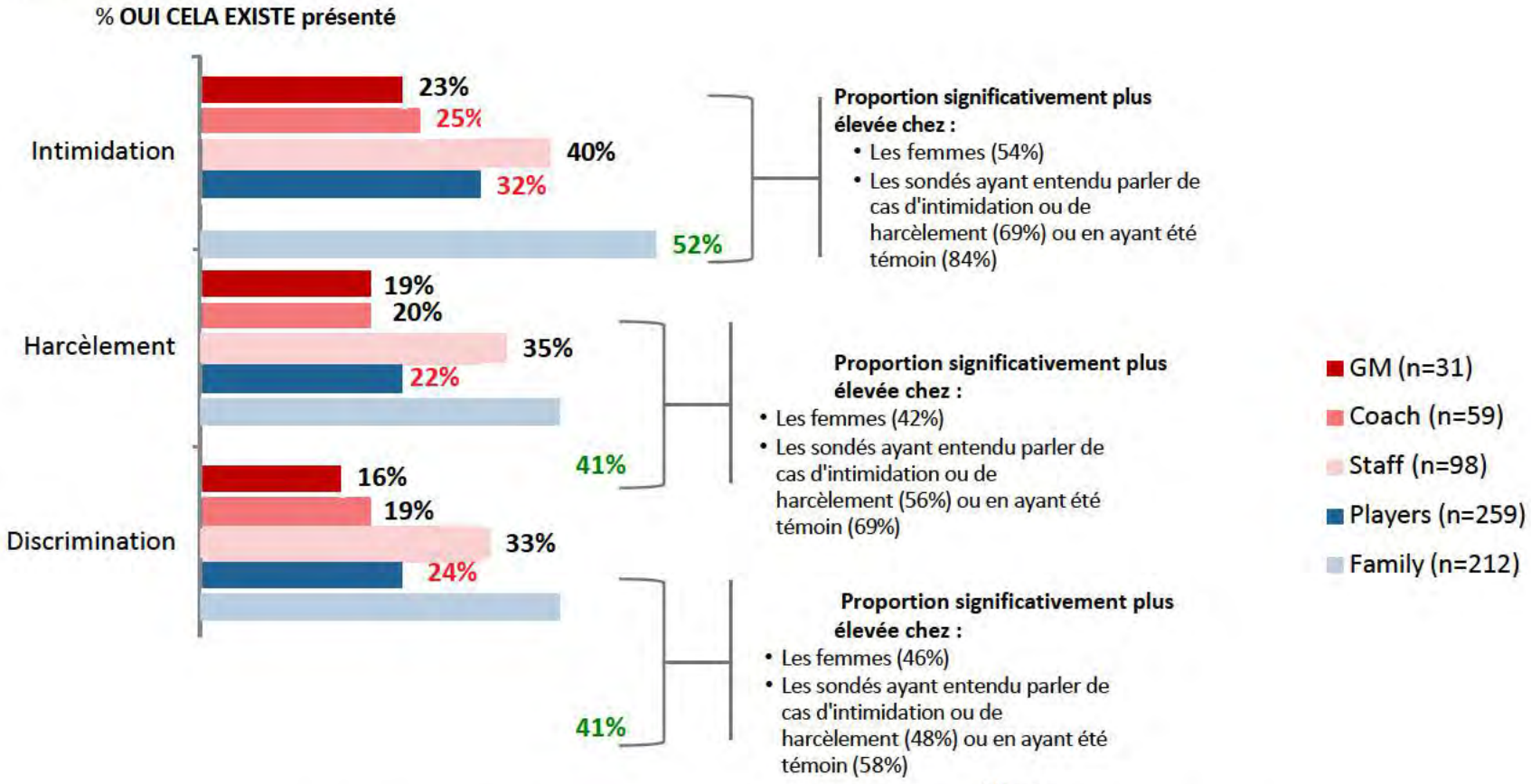



| | Ligue | | |
|---|---|---|---|
| | OHL | LHJMQ | WHL |
| *n=* | *193* | *252* | *220* |
| Oui | 76% | 81% | 74% |
| Non | **17%** | 9% | 11% |
| Ne sait pas | **7%** | 10% | **15%** |

# EXISTENCE DE PROBLÈMES AU SEIN DE LA LCH

**Q8. À votre avis, les problèmes suivants existent-ils actuellement au sein de la LCH?**

Base : tous les sondés (n=665)




| % OUI CELA EXISTE présenté | Ligue | | |
|---|---|---|---|
| | OHL | QMJHL | WHL |
| *n=* | *193* | *252* | *220* |
| Intimidation | **47%** | 40% | **31%** |
| Harcèlement | **39%** | 26% | 27% |
| Discrimination | 29% | **35%** | 25% |

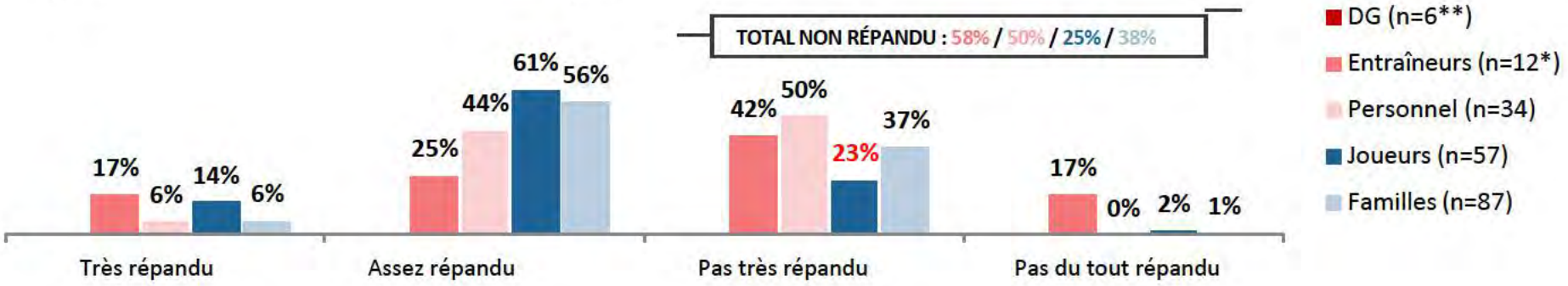
# AMPLEUR DU PROBLÈME DE HARCÈLEMENT

**Q9A. À votre avis, le harcèlement est-il actuellement très, assez, pas très ou pas du tout répandu dans la LCH?**

Base : Les sondés qui pensent que le harcèlement existe au sein de la ligue (n=201)

**Proportion significativement plus élevée chez :**

- Les sondés ayant entendu parler de cas d'intimidation ou de harcèlement (69%) ou en ayant été témoins (71%)




| | Legue | | |
|---|---|---|---|
| | OHL | QMJHL | WHL |
| n= | 75 | 66 | 60 |
| **TOTAL RÉPANDU** | 65% | 58% | 65% |
| Très répandu | 9% | 5% | 13% |
| Assez répandu | 56% | 53% | 52% |
| **TOTAL NON RÉPANDU** | 35% | 42% | 35% |
| Pas très répandu | 33% | 41% | 32% |
| Pas du tout répandu | 1% | 2% | 3% |

*Given the small number of respondents (n<30) data are presented for illustrative purposes only.

**Results are not presented since the number of respondents is too low (n<10).

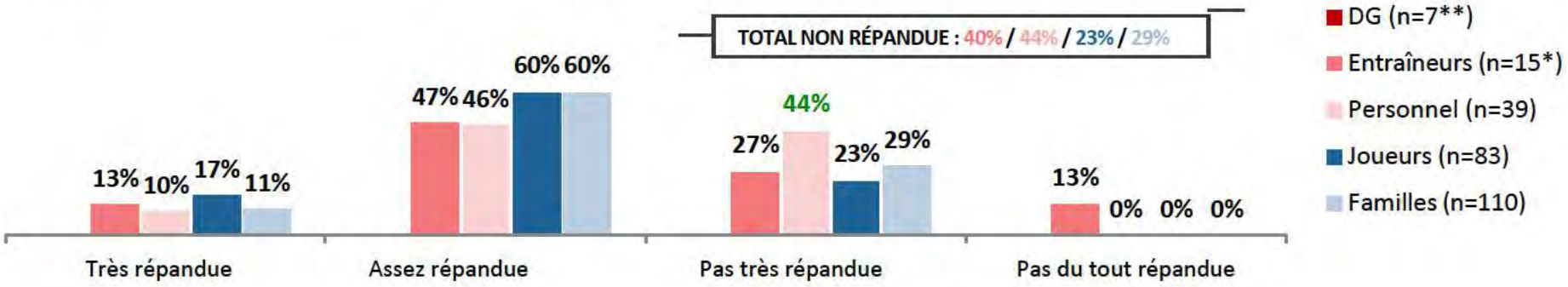
# AMPLEUR DU PROBLÈME D'INTIMIDATION

**Q9B. À votre avis, l'intimidation est-elle actuellement très, plutôt, pas très ou pas du tout répandue dans la LCH?**

Base : Répondants qui pensent que l'intimidation existe dans la ligue (n=259)

**Proportion significativement plus élevée chez :**

- Les sondés ayant entendu parler de cas d'intimidation ou de harcèlement (78%) ou en ayant été témoins (81%)




| | Ligue | | |
|---|---|---|---|
| | OHL | LHJMQ | WHL |
| n= | 90 | 100 | 69 |
| **TOTAL RÉPANDUE** | 73% | 61% | 77% |
| Très répandue | 13% | 10% | 16% |
| Assez répandue | 60% | 51% | 61% |
| **TOTAL NON RÉPANDUE** | 27% | 39% | 23% |
| Pas très répandue | 24% | 38% | 23% |
| Pas du tout répandue | 2% | 1% | 0% |

*Given the small number of respondents (n<30) data are presented for illustrative purposes only.

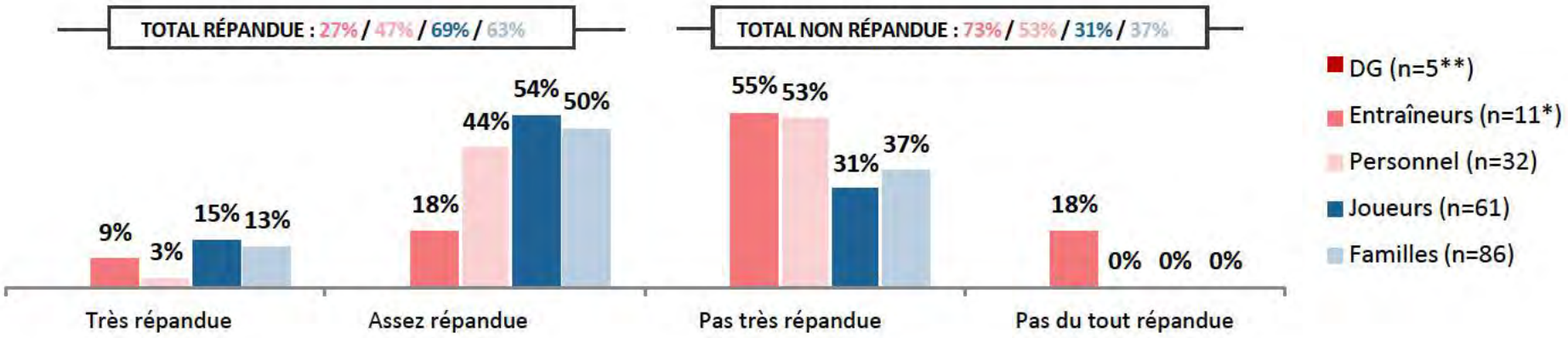
**Results are not presented since the number of respondents is too low (n<10).

# AMPLEUR DU PROBLÈME DE DISCRIMINATION

**Q9C. À votre avis, la discrimination est-elle actuellement très, plutôt, pas très ou pas du tout répandue dans la LCH?**

Base : Répondants qui pensent que la discrimination existe dans la ligue (n=198)

**Proportion significativement plus élevée chez :**
- Les sondés ayant entendu parler de cas d'intimidation ou de harcèlement (66%) ou en ayant été témoins (69%)




| | Ligue | | |
|---|---|---|---|
| | OHL | LHJMQ | WHL |
| n= | 56 | 87 | 55 |
| **TOTAL RÉPANDUE** | 66% | 48% | 71% |
| Très répandue | 14% | 7% | 16% |
| Assez répandue | 52% | 41% | 55% |
| **TOTAL NON RÉPANDUE** | 34% | 52% | 29% |
| Pas très répandue | 32% | 51% | 29% |
| Pas du tout répandue | 2% | 1% | 0% |

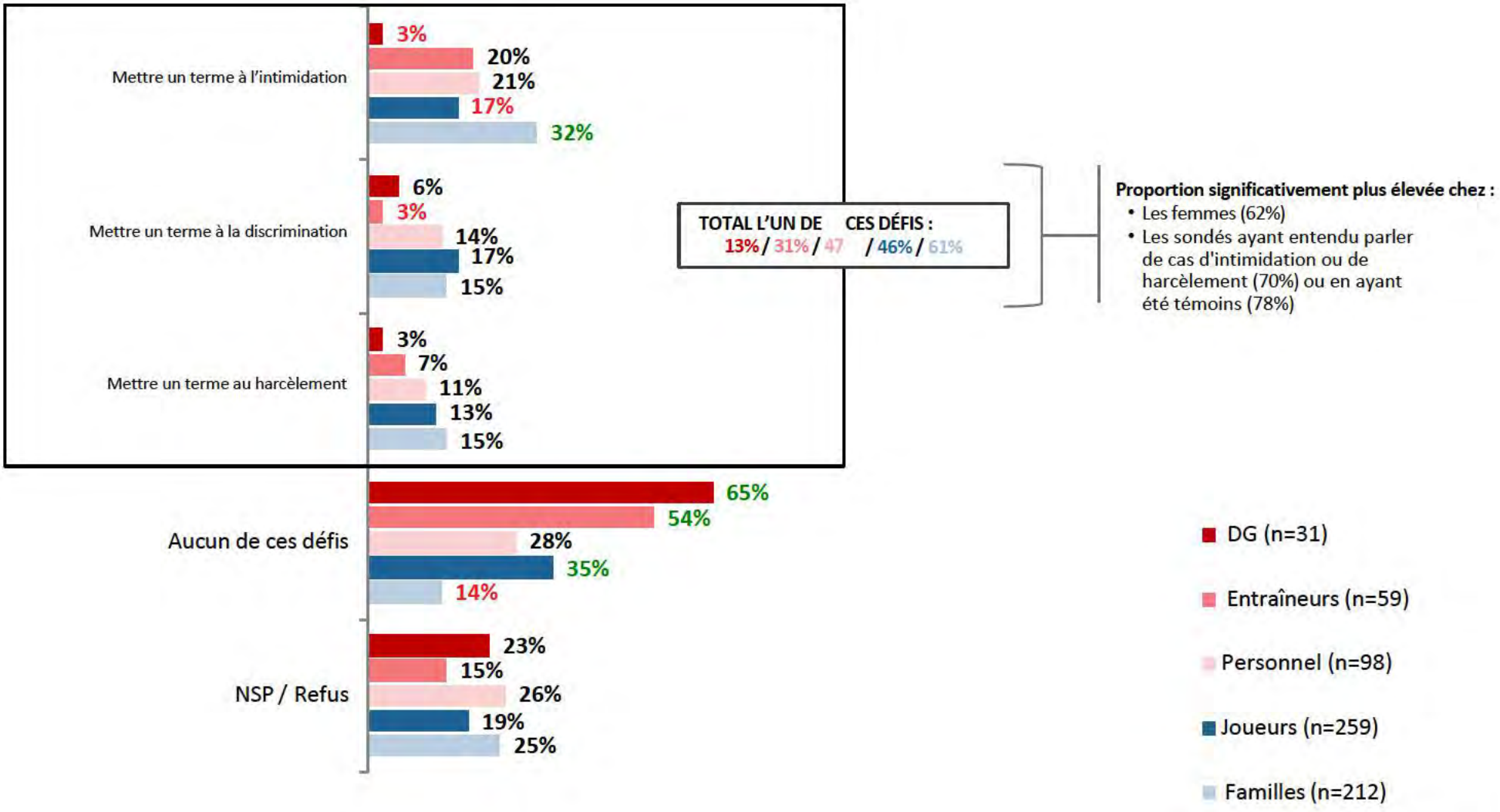
*Given the small number of respondents (n<30) data are presented for illustrative purposes only.

**Results are not presented since the number of respondents is too low (n<10).

# PRINCIPAL DÉFI DE LA CHL

**Q10. Lequel des éléments suivants, le cas échéant, constitue le principal défi auquel la LCH est actuellement confrontée?**

Base : tous les sondés (n=665)



# PRINCIPAL DÉFI DE LA LCH – *PAR LIGUE*

**Q10. Lequel des éléments suivants, le cas échéant, constitue le principal défi auquel la LCH est actuellement confrontée?**

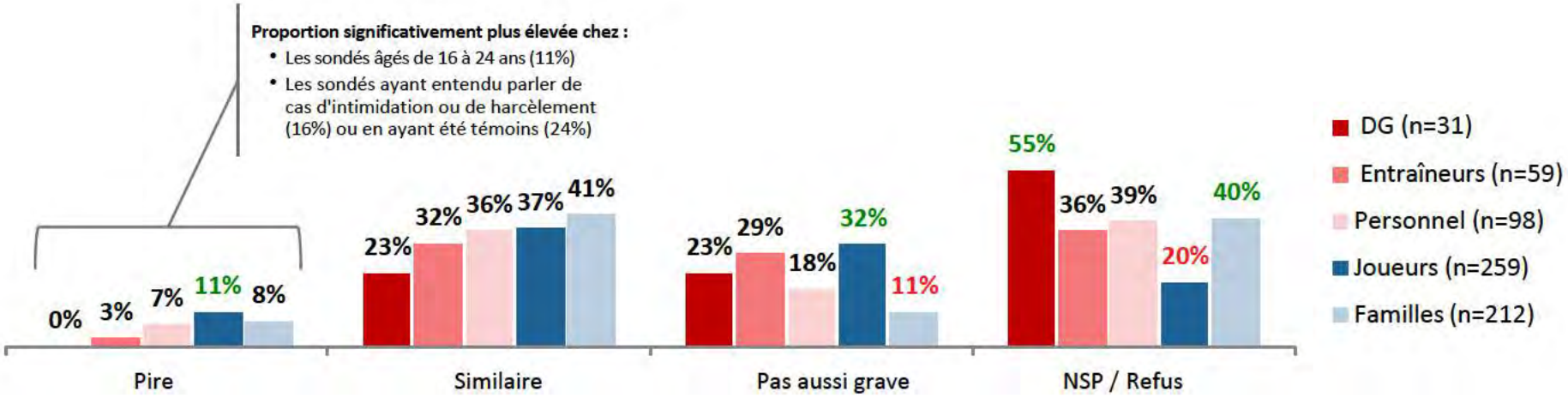
Base : tous les sondés

| | Ligue | | |
|---|---|---|---|
| | OHL | QMJHL | WHL |
| *n=* | *193* | *252* | *220* |
| **TOTAL L'UN DES CES DÉFIS** | **54%** | 47% | 45% |
| Mettre un terme à l'intimidation | **29%** | 21% | **16%** |
| Mettre un terme à la discrimination | **10%** | 16% | 15% |
| Mettre un terme au harcèlement | 16% | 10% | 14% |
| **Aucun de ces défis** | **24%** | 31% | 35% |
| **Ne sait pas / Refus** | 22% | 23% | 20% |

# INTIMIDATION ET HARCÈLEMENT DANS LE HOCKEY JUNIOR MAJEUR AU CANADA PAR RAPPORT AUX AUTRES SPORTS DE MÊME NIVEAU

**Q24. À votre avis, l'intimidation et le harcèlement dans le hockey junior majeur au Canada sont-ils pires, similaires ou moins graves que dans d'autres sports de même niveau?**

Base : tous les sondés (n=665)

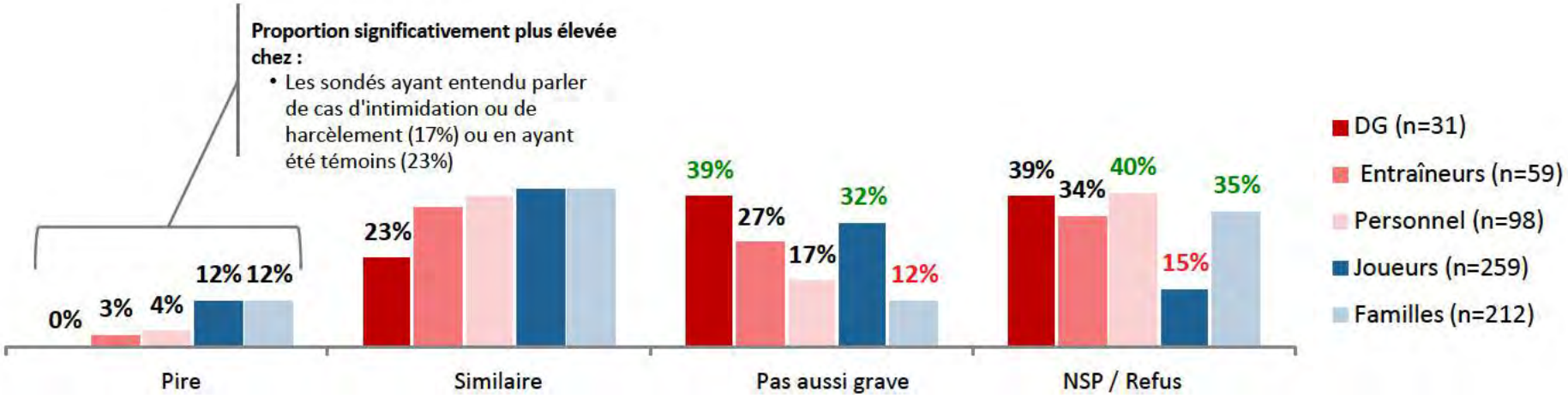



| | Ligue | | |
|---|---|---|---|
| | OHL | LHJMQ | WHL |
| n= | 193 | 252 | 220 |
| Pire | 11% | 7% | 8% |
| Similaire | 30% | 48% | 31% |
| Pas aussi grave | 23% | 18% | 26% |
| Ne sait pas / Refus | 36% | 27% | 35% |

# INTIMIDATION ET HARCÈLEMENT DANS LE HOCKEY JUNIOR MAJEUR AU CANADA PAR RAPPORT AUX AUTRES NIVEAUX DE HOCKEY

**Q24B. À votre avis, l'intimidation et le harcèlement dans le hockey junior majeur au Canada sont-ils pires, similaires ou moins graves que dans les autres niveaux de hockey?**

Base : tous les sondés (n=665)




| | Ligue | | |
|---|---|---|---|
| | OHL | LHJMQ | WHL |
| n= | 193 | 252 | 220 |
| Pire | 12% | 8% | 8% |
| Similaire | 30% | 50% | 35% |
| Pas aussi grave | 29% | 18% | 24% |
| Ne sait pas / Refus | 30% | 24% | 32% |

# DEGRÉ D'ACCORD AVEC LES AFFIRMATIONS CONCERNANT LA LCH (1/2)

**Q25. Êtes-vous d'accord ou non avec les affirmations suivantes?**

Base : tous les sondés (n=665)

| | Categories de sondés | | | | | Ligue | | |
|---|---|---|---|---|---|---|---|---|
| | DG | Entraî-neurs | Personnel | Joueurs | Familles | OHL | LHJMQ | WHL |
| n= | 31 | 59 | 98 | 259 | 212 | 193 | 252 | 220 |
| **Quel que soit le nombre de cas, la LCH doit agir pour éliminer le harcèlement et l'intimidation.** | | | | | | | | |
| Totalement d'accord | 94% | 97% | 97% | 82% | 95% | 92% | 88% | 91% |
| Totalement en désaccord | 0% | 2% | 2% | 7% | 2% | 4% | 4% | 4% |
| Ne sait pas / Refus | 6% | 2% | 1% | 11% | 3% | 5% | 8% | 5% |
| **Il est normal de subir une forte pression pour performer dans la LCH.** | | | | | | | | |
| Totalement d'accord | 71% | 81% | 78% | 86% | 79% | 90% | 67% | 91% |
| Totalement en désaccord | 23% | 17% | 21% | 8% | 17% | 7% | 28% | 5% |
| Ne sait pas / Refus | 6% | 2% | 1% | 5% | 4% | 3% | 5% | 4% |
| **Lorsque les médias relatent des cas de harcèlement ou d'intimidation, cela aide la LCH à améliorer la situation.** | | | | | | | | |
| Totalement d'accord | 35% | 56% | 63% | 58% | 71% | 63% | 63% | 60% |
| Totalement en désaccord | 45% | 37% | 29% | 26% | 19% | 26% | 27% | 25% |
| Ne sait pas / Refus | 19% | 7% | 8% | 16% | 9% | 11% | 10% | 15% |
| **Certaines personnes au sein de la LCH confondent harcèlement et exigences de performance.** | | | | | | | | |
| Totalement d'accord | 35% | 32% | 47% | 52% | 47% | 46% | 43% | 52% |
| Totalement en désaccord | 35% | 51% | 29% | 28% | 29% | 35% | 31% | 28% |
| Ne sait pas / Refus | 29% | 17% | 24% | 20% | 24% | 19% | 26% | 20% |
| **Lorsque les médias rapportent des cas de harcèlement ou d'intimidation, cela nuit à la LCH.** | | | | | | | | |
| Totalement d'accord | 61% | 51% | 37% | 46% | 38% | 41% | 48% | 39% |
| Totalement en désaccord | 26% | 37% | 51% | 33% | 54% | 45% | 41% | 42% |
| Ne sait pas / Refus | 13% | 12% | 12% | 22% | 8% | 13% | 11% | 19% |

# DEGRÉ D'ACCORD AVEC LES AFFIRMATIONS CONCERNANT LA LCH (2/2)

**Q25. Êtes-vous d'accord ou non avec les affirmations suivantes?**

Base : tous les sondés (n=665)

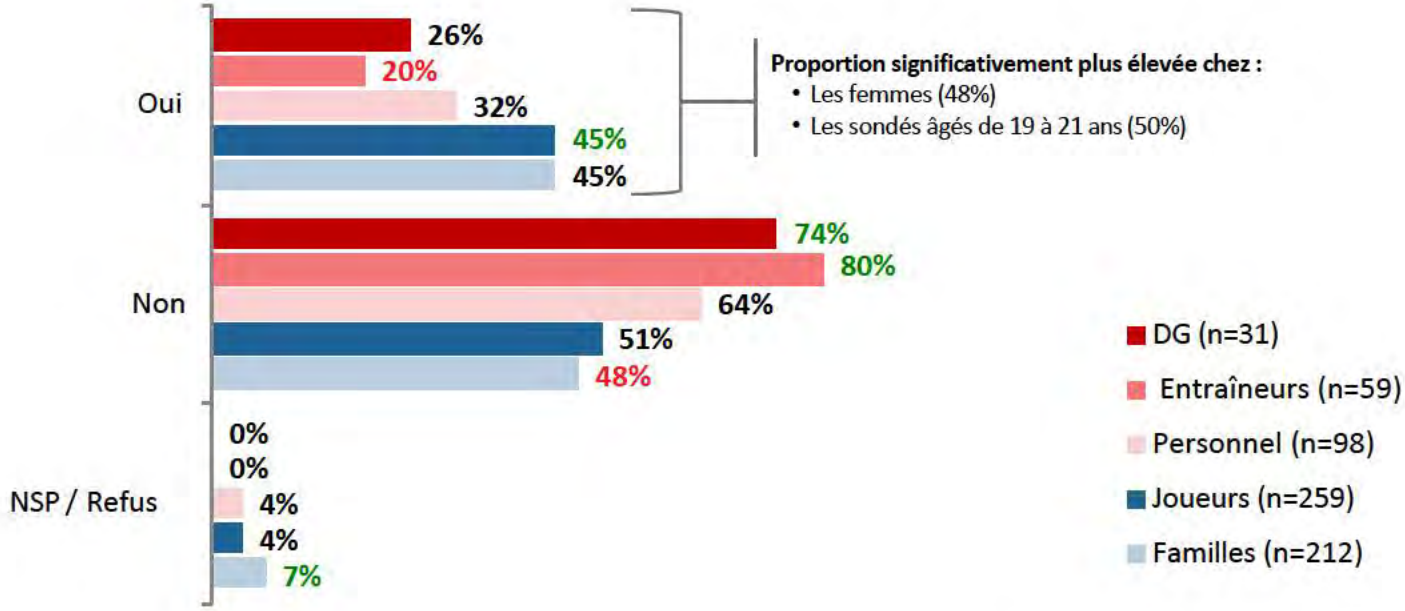
| | Categories de sondés | | | | | Ligue | | |
|---|---|---|---|---|---|---|---|---|
| | DG | Entraî-neurs | Personnel | Joueurs | Familles | OHL | LHJMQ | WHL |
| n= | 31 | 59 | 98 | 259 | 212 | 193 | 252 | 220 |
| **Les cas de harcèlement ou d'intimidation sont largement exagérés dans le hockey junior majeur** | | | | | | | | |
| Totalement d'accord | 65% | 56% | 30% | 42% | 13% | 35% | 30% | 35% |
| Totalement en désaccord | 6% | 27% | 43% | 37% | 65% | 49% | 45% | 42% |
| Ne sait pas / Refus | 29% | 17% | 28% | 20% | 22% | 17% | 25% | 23% |
| **Certaines équipes de la LCH sont connues pour tolérer le harcèlement et l'intimidation** | | | | | | | | |
| Totalement d'accord | 16% | 17% | 23% | 24% | 42% | 39% | 23% | 26% |
| Totalement en désaccord | 52% | 51% | 45% | 48% | 17% | 31% | 44% | 37% |
| Ne sait pas / Refus | 32% | 32% | 32% | 28% | 40% | 30% | 33% | 36% |

# 2. A ENTENDU PARLER OU A ÉTÉ TEMOIN D'UNE SITUATION DE HARCÈLEMENT OU D'INTIMIDATION

# A ENTENDU PARLER OU A ÉTÉ TÉMOIN DE SITUATIONS D'INTIMIDATION OU DE HARCÈLEMENT DANS LA LCH

**Q11. Au cours des 4 dernières années, avez-vous déjà entendu parler de cas ou de situations d'intimidation ou de harcèlement au sein de la LCH, autres que ceux rapportés par les médias?**

Base : tous les sondés (n=665)

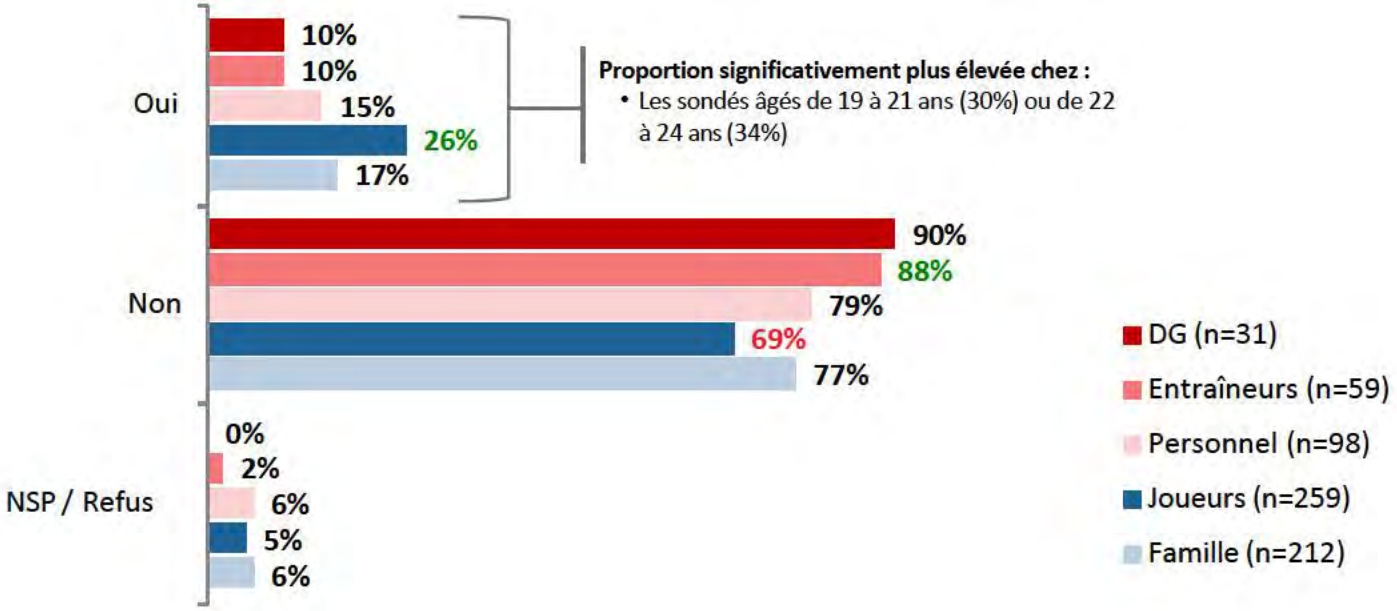



| | Ligue | | |
|---|---|---|---|
| | OHL | LHJMQ | WHL |
| n= | 193 | 252 | 220 |
| Oui | 46% | 35% | 41% |
| Non | 53% | 58% | 55% |
| NSP / Refus | 2% | 6% | 5% |

# A ÉTÉ TÉMOIN DE CAS OU DE SITUATIONS D'INTIMIDATION OU DE HARCÈLEMENT DANS LA LCH

**Q12. Au cours des quatre dernières années, avez-vous été témoin de cas ou de situations d'intimidation ou de harcèlement au sein de la LCH?**

Base : tous les sondés (n=665)

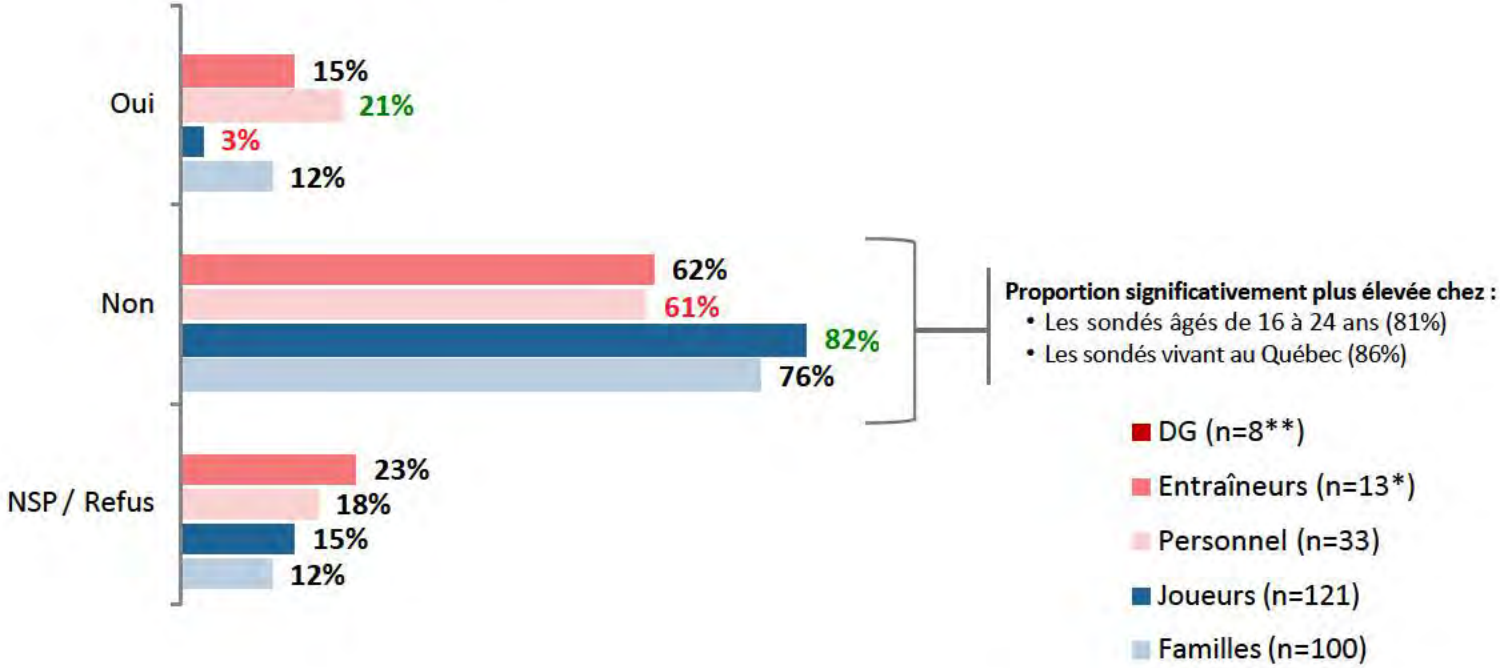



| | Ligue | | |
|---|---|---|---|
| | OHL | LHJMQ | WHL |
| n= | 193 | 252 | 220 |
| Oui | 20% | 19% | 21% |
| Non | 77% | 75% | 74% |
| NSP / Refus | 3% | 6% | 5% |

# A SIGNALÉ LE CAS À QUELQU'UN DE LA LCH

**Q12A. Avez-vous signalé le cas à quelqu'un de la CHL?**

Base : Personnes interrogées ayant été témoins ou ayant entendu parler d'un cas ou d'une situation de harcèlement ou d'intimidation (n=280)




| | Ligue | | |
|---|---|---|---|
| | OHL | QMJHL | WHL |
| n= | 90 | 96 | 94 |
| Oui | 13% | 6% | 12% |
| Non | 68% | 85% | 71% |
| NSP / Refus | 19% | 8% | 17% |

* Compte tenu du petit nombre de sondés (n<30), les données sont présentées uniquement à titre d'illustration.

** Les résultats ne sont pas présentés car le nombre de sondés est trop faible (n<10).

# RÉSULTATS DE CE QU'ILS ONT RAPPORTÉ

**Q12B. Quel a été ou quels ont été les résultats de ce que vous avez rapporté?**

Base : Sondés ayant déclaré le cas dont ils ont entendu parler ou dont ils ont été témoins (n=19)

Etant donné le petit nombre de sondés (n<30), seul le verbatim est présenté.

| |
|---|
| Cas isolés qu on ma répondu 😔 |
| Les garçons seront toujours des garçons... essayer de construire un moral d'équipe.... c'est un cas de il y a deux côtés à chaque histoire je pourrais continuer, mais l'inaction de l'équipe était très alarmante. |
| Suspension/discipline imposée par l'équipe |
| Balayé sous le tapis. C'était notre ancien entraîneur en chef. Des brimades flagrantes, du harcèlement dont j'ai été témoin ainsi que de nombreux joueurs. Je l'ai signalé à d'autres entraîneurs, mais je ne crois pas qu'ils lui aient parlé, car ils étaient sous son niveau et ont probablement pensé qu'ils ne pouvaient pas lui parler sans être eux-mêmes réprimandés. |
| Des changements ont été effectués dans l'équipe grâce à des échanges |
| Harcèlement et intimidations par propriétaires. Situations adressées mais par le suivi en quelque sorte enterrées |
| On ne m'a pas écouté. On m'a dit qu'ils s'occupaient déjà des choses que je signalais. |
| J'attend encore! |
| Pas sûr |
| réunions avec les joueurs, les propriétaires, les entraîneurs, les parents, les agents, le personnel de la ligue, etc. dans certains cas, un échange a eu lieu. |
| L'affaire a été étouffée et dissimulée pour ne pas nuire à l'équipe et à la franchise. Il s'agissait d'un responsable de l'équipement qui abusait constamment, physiquement et mentalement, d'un assistant aux besoins spéciaux. Après le licenciement de cet assistant, la mère du garçon a rapporté ce que son fils lui avait dit et des réunions à huis clos ont été organisées avec la ou les personnes responsables du harcèlement mentionné, ce qui a été catégoriquement nié. On ne m'a jamais demandé si j'avais été témoin de quoi que ce soit et j'ai fait savoir que je l'avais été et que j'avais même demandé à la personne d'arrêter de le faire à plusieurs reprises.<br>La même personne m'a fait des choses similaires jusqu'à ce que je la menace d'arrêter. Il lui est arrivé une autre fois de jeter quelque chose sur le chauffeur de bus, ce qui a également été signalé par moi-même et par le chauffeur de bus, mais rien n'a été fait pour punir la personne. J'ai quitté l'équipe en grande partie à cause de cette personne. |
| Personne ne veut faire quoi que ce soit ! J'ai été malmené, harcelé, moi et ma famille, et des commentaires racistes ont été faits ! Le [redacted] ne s'en est pas soucié !!!! Alors je ne comprends pas ce qui va changer maintenant avec ça ? !!! Cette expérience a presque coûté la vie à mon fils et m'a [redacted] et je ne parle même pas de la santé mentale de toute la famille ! !! Alors qu'est-ce que vous allez faire pour améliorer les choses pour les autres après moi ! ou même pour moi ? quand le [redacted] préfère me tourner le dos plutôt que de m'aider ! c'est horrible et maintenant vous m'envoyez ce test pour quoi ? Quand vous savez tous qu'il s'agit de personnes puissantes qui pensent pouvoir faire ce qu'elles veulent avec une punition. |
| L'entraîneur harcelait les joueurs et il a signalé au DG. Le DG l'a dit au coach et cela a aggravé la situation. Rien n'a été fait et 4 jeunes ont fini par quitter l'équipe à cause de cet environnement |
| les personnes impliquées ont été contactées |
| L'affaire a fait l'objet d'une enquête et a été conclue, résolue et éduquée. |
| J'ai communiquer avec le gérant de l'équipe et aucun changement, l'entraineur encourageait ce comportement |
| The player that was the victim of the harassment was traded from the team, and the issue was never resolved. |
| Played who instigated the bullying was traded shortly after the incident. I am not aware if the new team was notified of the incident at the time of the trade. I do know that |

# RAISONS DE NE PAS SIGNALER LE CAS

**Q12C. Pourquoi n'avez-vous pas signalé le cas à quelqu'un de la LCH?**

Base : Sondés qui n'ont pas signalé le cas dont ils ont entendu parler ou dont ils ont été témoins (n=210)

| | Catégories de sondés | | | | | Ligue | | |
|---|---|---|---|---|---|---|---|---|
| | DG | Entraî-neurs | Personnel | Joueurs | Familles | OHL | LHJMQ | WHL |
| n= | 4** | 8** | 20* | 99 | 76 | 61 | 82 | 67 |
| Je n'étais pas témoin/pas directement impliqué | - | - | 5% | 4% | 22% | 15% | 13% | 12% |
| Ce n'est pas mon rôle/Doit être traité par les personnes responsables (parents ou au sein de l'équipe) | - | - | - | 9% | 7% | 18% | - | 7% |
| Aucun cas à signaler | - | - | 10% | 8% | 4% | 7% | 9% | 6% |
| Le problème a déjà été signalé/réglé | - | - | 25% | 4% | 5% | 5% | 11% | 4% |
| Cela ne m'a pas semblé assez grave | - | - | 5% | 9% | 3% | 10% | 1% | 9% |
| Risque de préjudice pour le joueur/Confidentialité à sa demande | - | - | 5% | 1% | 11% | 7% | 1% | 7% |
| Risque de me nuire | - | - | 10% | 4% | - | 2% | 4% | 3% |
| Cela ne résoudrait rien/impuissant | - | - | 5% | 1% | 7% | 3% | 6% | - |
| L'intimidation est une partie normale du hockey | - | - | 10% | 1% | 5% | 5% | 1% | 4% |
| Parce que c'est l'entraîneur | - | - | - | 1% | 3% | 2% | - | 3% |
| Peur | - | - | - | 2% | - | - | - | 3% |
| J'ai été informé plus tard | - | - | - | - | 3% | 3% | - | - |
| Autre | - | - | 5% | 1% | 3% | 5% | 4% | - |
| Ne sait pas / Refus | - | - | 25% | 61% | 30% | 31% | 50% | 43% |

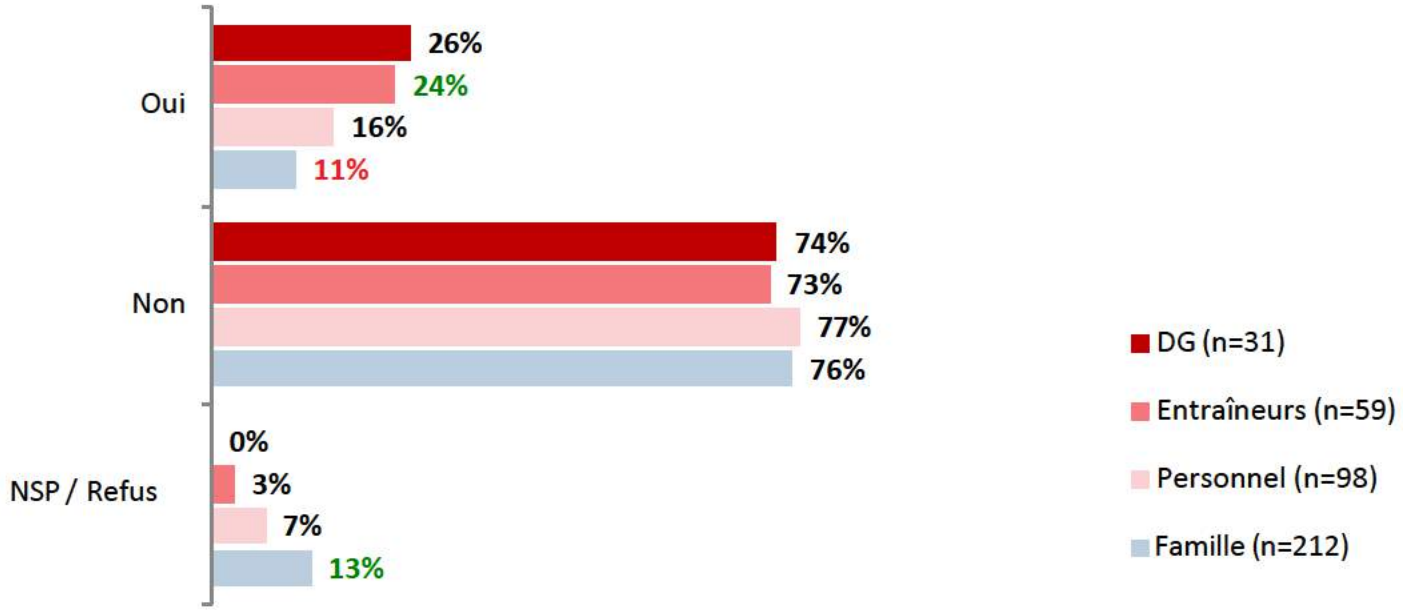
* Compte tenu du petit nombre de sondés (n<30), les données sont présentées uniquement à titre d'illustration.

** Les résultats ne sont pas présentés car le nombre de sondés est trop faible (n<10).

# A TRAITÉ DES CAS DE HARCÈLEMENT OU D'INTIMIDATION

**Q19. Au cours des quatre dernières années, avez-vous traité des cas de harcèlement ou d'intimidation au sein de votre organisation?**

Base : Tous les sondés sauf les joueurs (n=400)

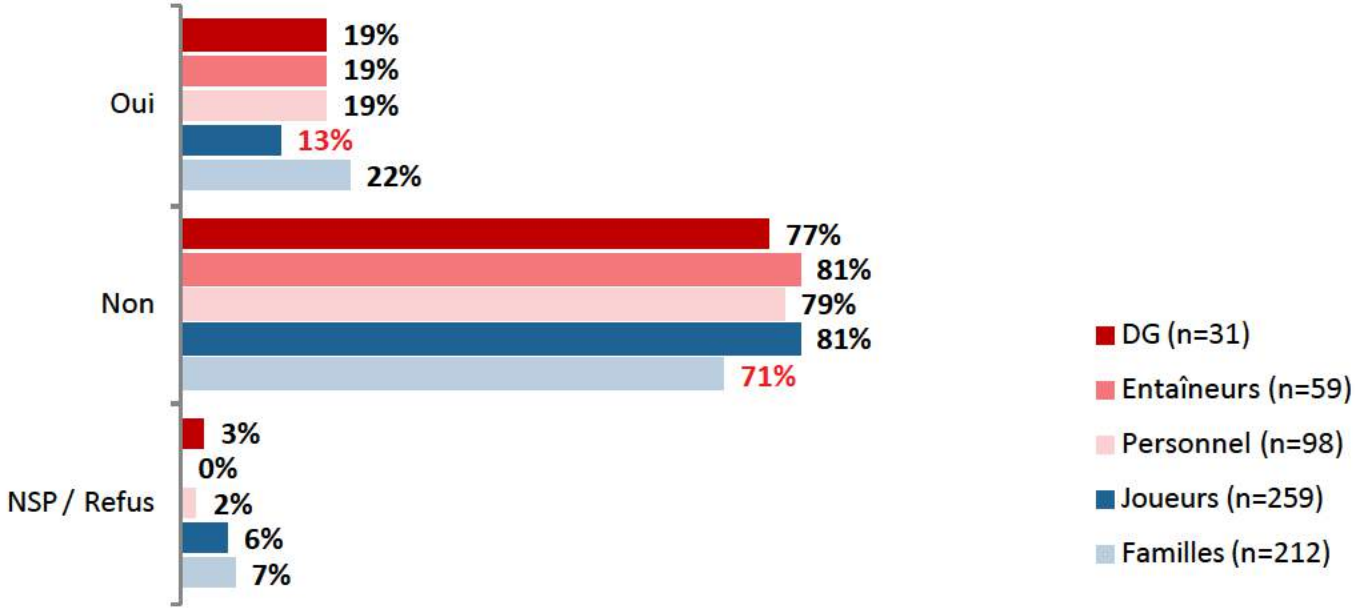



| | Ligue | | |
|---|---|---|---|
| | OHL | LHJMQ | WHL |
| *n=* | *136* | *156* | *108* |
| Oui | 18% | 10% | 19% |
| Non | 72% | 82% | 71% |
| NSP / Refus | 10% | 8% | 10% |

# CONFIDENCE REÇUE D'UN JOUEUR VICTIME DE HARCÈLEMENT OU D'INTIMIDATION

**Q21. Au cours des 4 dernières années, un joueur vous a-t-il confié avoir été victime de harcèlement ou d'intimidation dans le cadre des activités de la LCH?**

Base : tous les sondés (n=665)

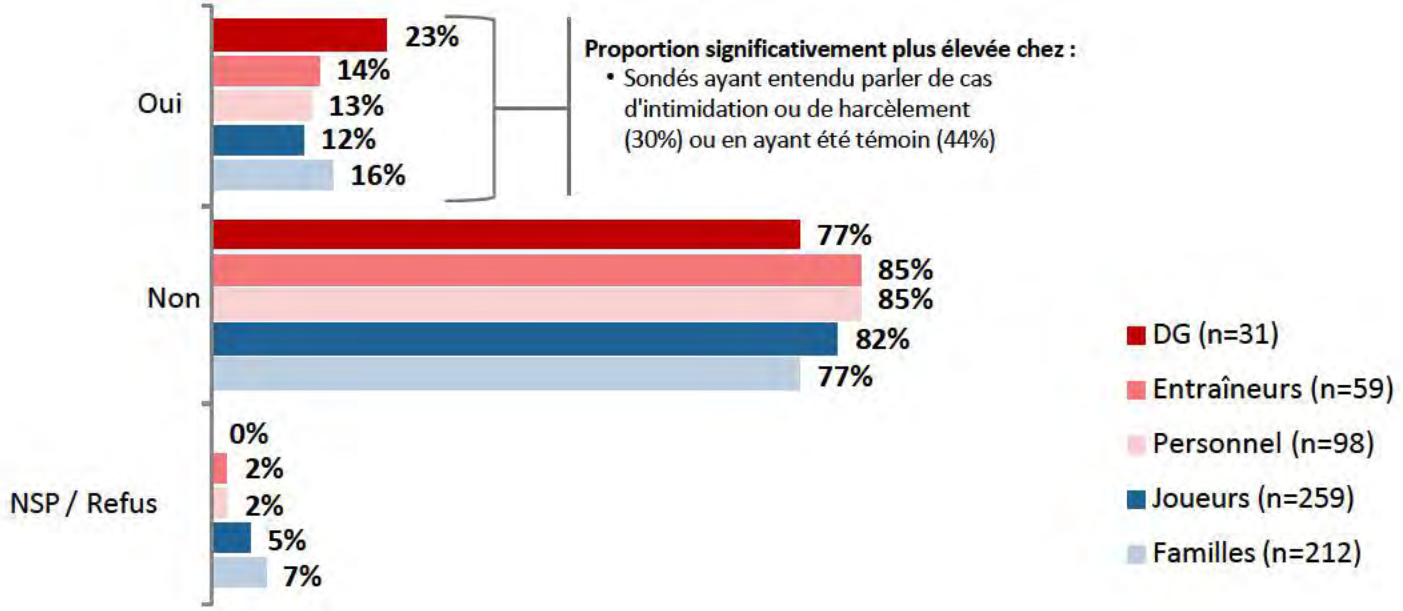



| | Ligue | | |
|---|---|---|---|
| | OHL | LHJMQ | WHL |
| *n=* | *193* | *252* | *220* |
| Oui | 22% | 15% | 17% |
| Non | 73% | 80% | 77% |
| NSP/ Refus | 5% | 4% | 6% |

# ONT ENTENDU DES CHOSES QUI LEUR ONT FAIT CROIRE QU'UNE PERSONNE POUVAIT ÊTRE VICTIME D'ABUS

**Q23C. Au cours des quatre dernières années, quelqu'un vous a-t-il dit quelque chose qui vous a fait penser qu'il pouvait être victime d'abus dans la LCH?**

Base : tous les sondés (n=665)



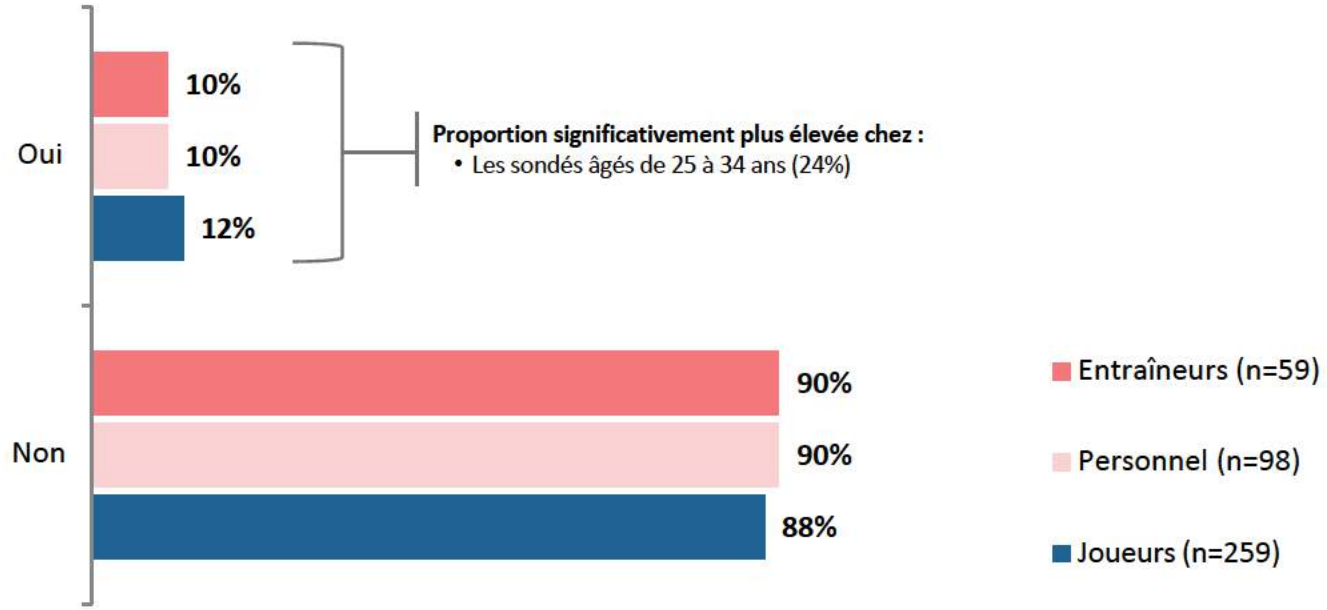

| | Ligue | | |
|---|---|---|---|
| | OHL | LHJMQ | WHL |
| *n=* | *193* | *252* | *220* |
| Oui | 17% | 13% | 14% |
| Non | 80% | 81% | 80% |
| NSP / Refus | 3% | 6% | 6% |

# 3. A PERSONNELLEMENT FAIT L'EXPÉRIENCE D'UNE SITUATION DE HARCÈLEMENT OU D'INTIMIDATION

# VICTIME D'INTIMIDATION OU DE HARCÈLEMENT DANS LA LCH

**Q14. Pensez-vous avoir été personnellement victime d'intimidation ou de harcèlement au sein de la LCH?**

Base : Entraîneurs, personnel et joueurs (n=416)



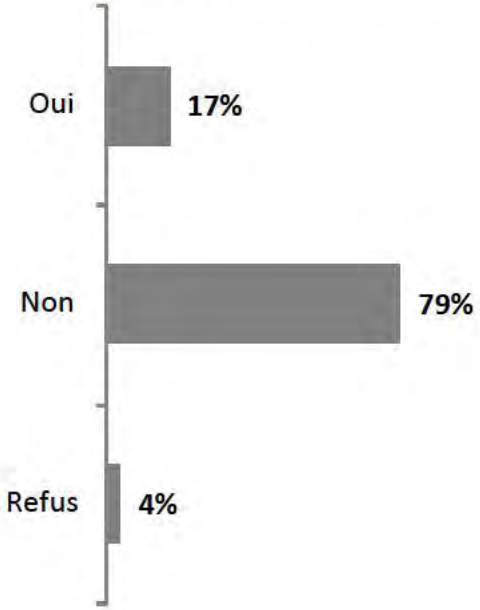

| | Ligue | | |
|---|---|---|---|
| | OHL | LHJMQ | WHL |
| *n=* | *95* | *169* | *152* |
| Oui | 14% | 9% | 12% |
| Non | 86% | 91% | 88% |

# L'A SIGNALÉ À QUELQU'UN DE LA LCH OU À QUELQU'UN D'AUTRE

**Q15. Avez-vous signalé ce qui vous est arrivé à quelqu'un de la LCH?** Base : Entraîneurs, personnel et joueurs qui s'estiment victimes d'intimidation ou de harcèlement (n=47)

% **TOTAL** présenté

Le nombre de sondés est trop faible pour être réparti entre les entraîneurs, le personnel et les joueurs.




**28%**
Ne l'a pas signalé ou ne l'a dit à personne

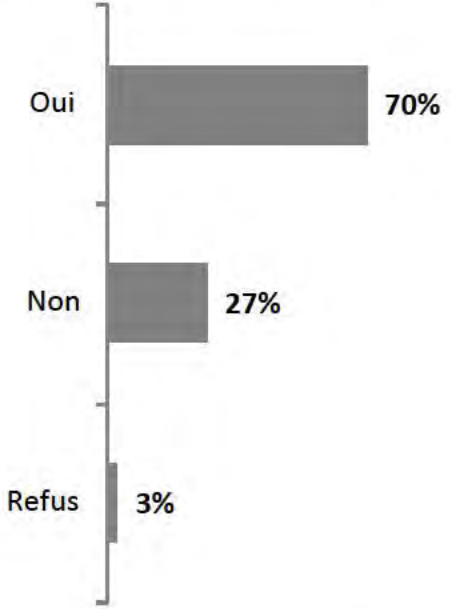
| | Ligue | | |
|---|---|---|---|
| | OHL | LHJMQ | WHL |
| *n=* | *13** | *16** | *18** |
| Oui | 23% | 6% | 22% |
| Non | 77% | 88% | 72% |
| Refus | 0% | 6% | 6% |

**Q14B. En avez-vous parlé à quelqu'un d'autre?**

Base : entraîneurs, personnel et joueurs qui n'ont pas signalé l'incident à quelqu'un de la LCH (n=37)

% **TOTAL** présenté

Le nombre de sondés est trop faible pour être réparti entre les entraîneurs, le personnel et les joueurs.




| | Ligue | | |
|---|---|---|---|
| | OHL | LHJMQ | WHL |
| *n=* | *10** | *14** | *13** |
| Oui | 30% | 86% | 85% |
| Non | 60% | 14% | 15% |
| Refus | 10% | 0% | 0% |

* Compte tenu du petit nombre de sondés (n<30), les données sont présentées uniquement à titre d'illustration.

# RÉSULTATS DE CE QU'ILS ONT RAPPORTÉ

**Q14C. Quel a été ou quels ont été les résultats de ce que vous avez rapporté?**

Base : Entraîneurs, personnel et joueurs ayant signalé le cas ou la situation à quelqu'un de la LCH (n=7)

***Etant donné le petit nombre de sondés (n<30), seul le verbatim est présenté..***

| |
|---|
| On a eu des rencontres avec les personnes impliquées |
| Aucun résultat |
| Peu ou pas d'action. Le directeur gérant n'était pas dans la pièce pendant que deux entraîneurs me criaient dessus et me rabaissaient pendant 30 minutes. Un médecin de l'équipe et un entraîneur m'ont dit que j'avais des problèmes psychologiques, pour découvrir que j'avais une condition médicale extrêmement alarmante. Aucune excuse de la part du personnel de l'équipe. J'ai manqué 6 mois et une saison entière de hockey dans la WHL parce qu'on m'a dit que j'inventais des choses et que j'étais mou avant l'incident. |
| Rejeté, balayé sous le tapis, etc. Comme je l'ai mentionné, c'est en partie la raison pour laquelle j'ai démissionné de mon équipe. J'ai été consultant pour une autre équipe où je n'ai été témoin d'aucun de ces comportements et c'était rafraîchissant. |
| J'en ai parlé à mon entraîneur adjoint et, comme il s'agissait de quelqu'un de plus haut placé que lui, il n'a pas pu faire grand-chose pour moi, mais il m'a beaucoup aidé à trouver une solution. |
| Comme je l'ai dit, rien ne se passe quand je signale que j'ai été victime de commentaires racistes sur mes origines de la part du propriétaire, qui n'a même pas répondu au courrier que je lui ai envoyé ! |
| J'ai fait un rapport à [redacted] et ils ont envoyé quelqu'un pour examiner la situation mais ils ont dit que le coach était un coach de la vieille école et que les joueurs étaient trop sensibles. |

# RAISONS DE NE PAS SIGNALER CE QUI EST ARRIVÉ

**Q14D. Pourquoi n'avez-vous pas signalé ce qui vous est arrivé à quelqu'un de la LCH?**

Base : Entraîneurs, personnel et joueurs qui n'ont pas signalé l'incident à quelqu'un de la LCH (n=19)

***Étant donné le petit nombre de sondés (n<30), seul le verbatim est présenté.***

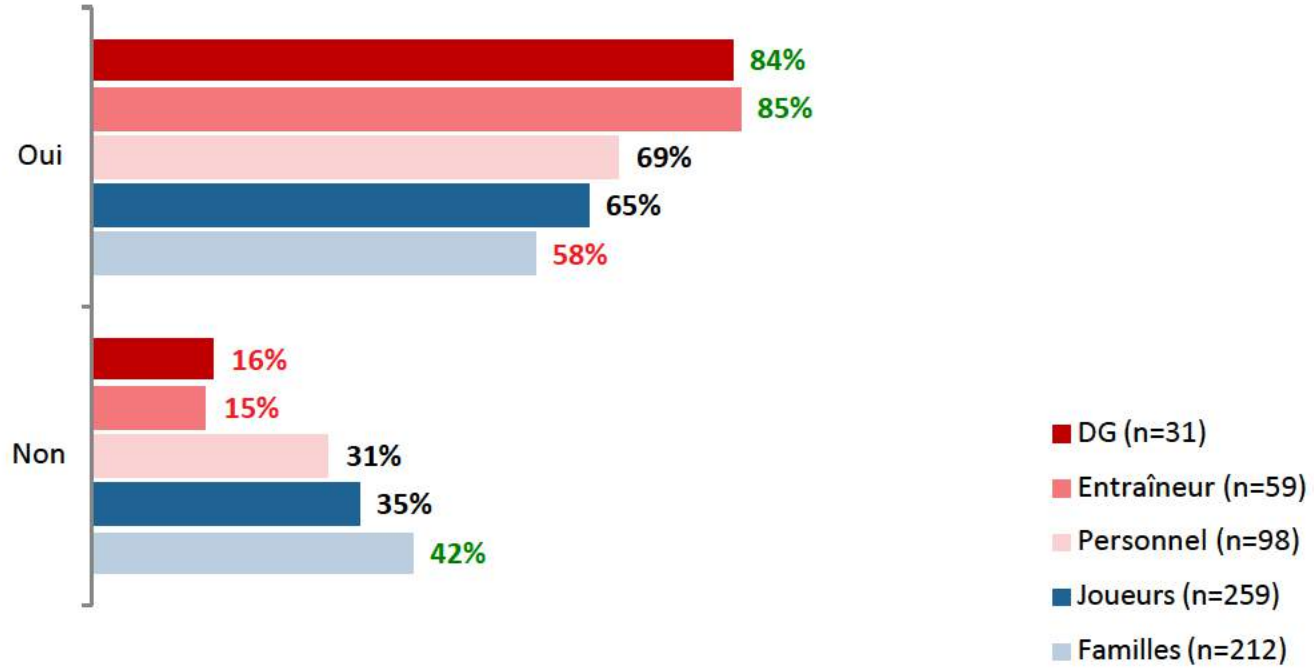
| |
|---|
| Pour que mes coéquipiers plus âgés continuent de me respecter.  Pour éviter de créer des distractions aux seins de l'équipe |
| Je ne voulais pas perdre mon travail. Je ne voulais pas qu'une équipe de la NHL me regarde mal. |
| J'avais peur, je ne savais pas si cela pouvait être considéré comme du harcèlement. |
| Tout le monde a été initié en tant que recrue, certains plus sévèrement que d'autres. |
| Je pensais que cela faisait partie du travail. |
| Peur de mettre en péril la carrière |
| Je ne voulais pas nuire à l'avancement de ma carrière. |
| Au moment où cela s'est produit, c'était un comportement accepté. |
| Je pensais que cela me signalerait comme un dénonciateur, et finalement je pensais que cela aurait un effet négatif sur l'avancement de ma carrière de hockeyeur. |
| Meme raison quavant |
| A qui voulez-vous que je le dise , mise a part ma mère |
| Je voulais le gérer en interne, ce n'était pas si mal. |
| La LCH, le GM et les entraîneurs ont tout le pouvoir sur vous et sont capables de vous manipuler et de menacer de vous retirer des années de scolarité si vous ne remplissez pas le rôle qui vous a été confié. |
| J'ai pensé qu'il était préférable de me taire et d'accepter le fait que les entraîneurs sont autorisés à vous réprimander et à vous attaquer, mais qu'ils vous disent ensuite de ne pas le prendre personnellement. Je pensais que je faisais ce qui était le mieux pour l'équipe, et on m'a dit que c'était normal que cela se produise. |
| C'était de la part d'un entraîneur envers moi alors que j'avais 16 ans, je ne voulais pas nuire à ma carrière. Cet entraîneur a été congédié pour un comportement similaire très peu de temps après et n'a pas travaillé dans la LCH depuis. En grandissant et en devenant plus mature, je n'aurais pas laissé les mêmes choses se reproduire pour moi ou mes coéquipiers. |
| Je voulais avoir du temps de glace |
| En tant que joueur, j'ai été malmené par les joueurs plus âgés de [redacted]. |
| J'avais peur qu'on me retire la glace et d'être stigmatisé dans la ligue. |
| C'était un autre époque. C'était comme ça. C vraiment différent maintenant |

# 4. CLARTÉ DES POLITIQUES ET RÈGLEMENTS EN PLACE ET CONNAISSANCE DE LA FAÇON DE RÉAGIR

# RECONNAÎTRE LES SIGNES D'UN COMPORTEMENT ABUSIF

**Q13. Vous sentez-vous capable de reconnaître les signes d'un comportement manipulateur (par exemple, les mesures prises pour établir une relation menant à des abus) de la part du personnel de l'équipe envers un athlète?**

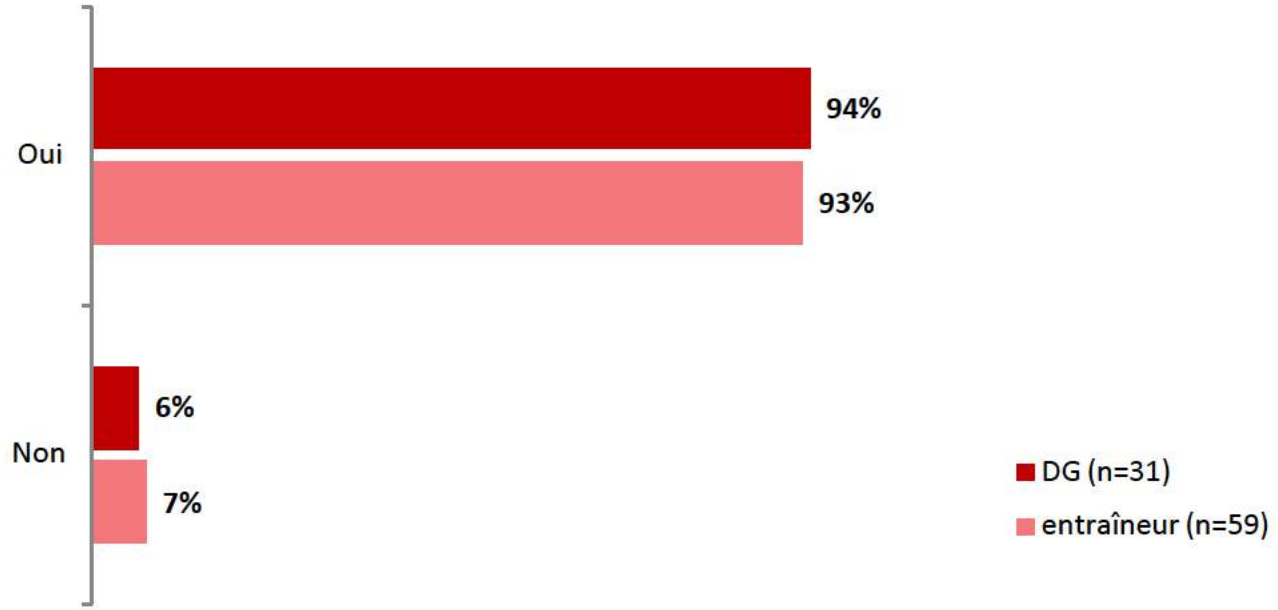
Base : tous les sondés (n=665)




| | Ligue | | |
|---|---|---|---|
| | OHL | LHJMQ | WHL |
| n= | 193 | 252 | 220 |
| Oui | 70% | 56% | 74% |
| Non | 30% | 44% | 26% |

# SAVOIR CE QU'IL FAUT FAIRE EN CAS DE COMPORTEMENT ABUSIF

**Q13B. Si vous observiez un membre du personnel de votre équipe montrant des signes de comportement manipulateur envers un athlète, sauriez-vous quoi faire?**
Base : DG et entraîneurs (n=90)



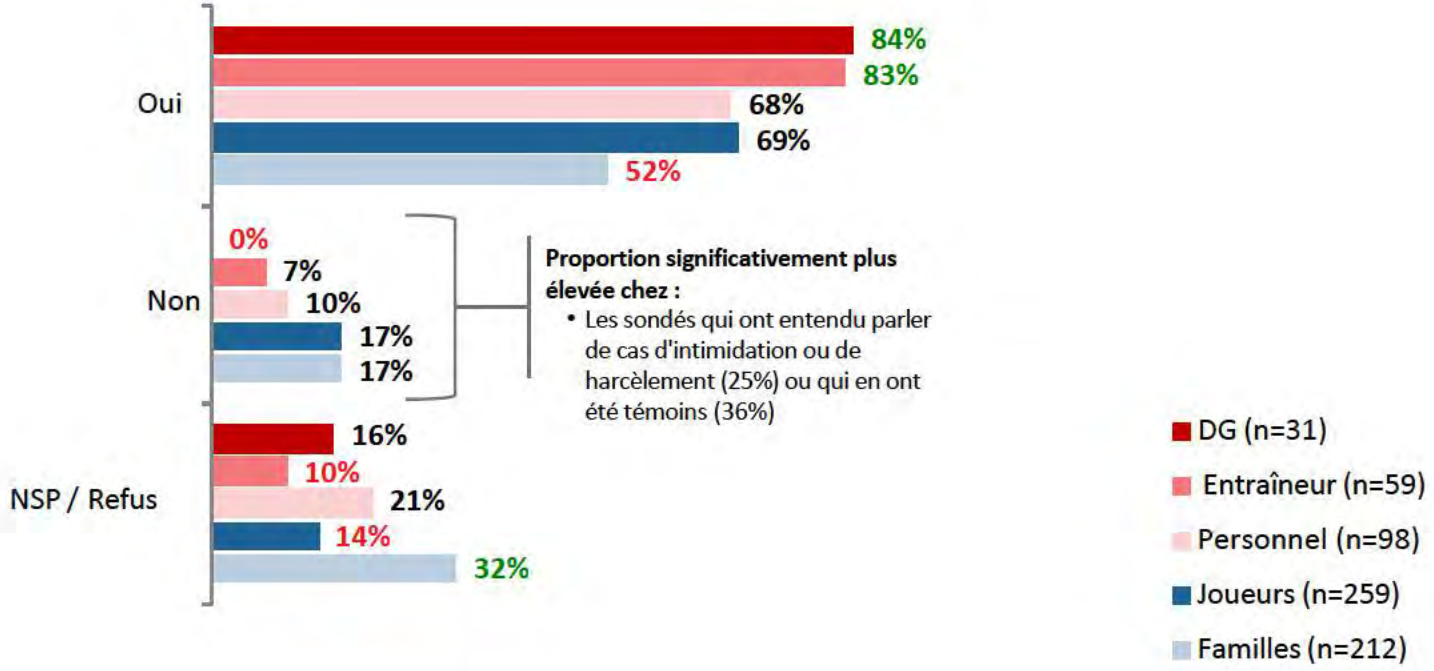

| | Ligue | | |
|---|---|---|---|
| | OHL | LHJMQ | WHL |
| *n=* | *31* | *43* | *16** |
| Oui | 94% | 93% | 94% |
| Non | 6% | 7% | 6% |

* Compte tenu du petit nombre de sondés (n<30), les données sont présentées uniquement à titre d'illustration.

# CLARTÉ DES POLITIQUES ET RÈGLEMENTS EN MATIÈRE DE HARCÈLEMENT ET D'INTIMIDATION

**Q16. À votre avis, les politiques et règlements en matière de harcèlement et d'intimidation actuellement en vigueur dans la LCH sont-ils clairs?**

Base : tous les sondés (n=665)

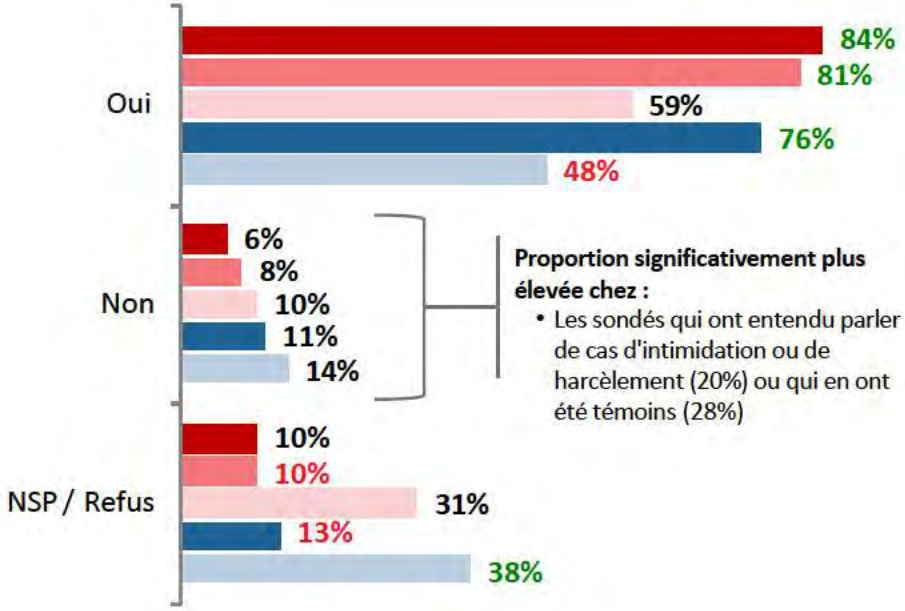



| | Ligue | | |
|---|---|---|---|
| | OHL | LHJMQ | WHL |
| n= | 193 | 252 | 220 |
| Oui | 73% | 59% | 66% |
| Non | 13% | 15% | 13% |
| NSP / Refus | 14% | 26% | 20% |

# CLARTÉ DES PROGRAMMES DE FORMATION DE LA CHL EN MATIÈRE DE HARCÈLEMENT ET D'INTIMIDATION

**Q17B. À votre avis, les programmes de formation actuels de la LCH sur le harcèlement et l'intimidation sont-ils clairs?**

Base : tous les sondés (n=665)

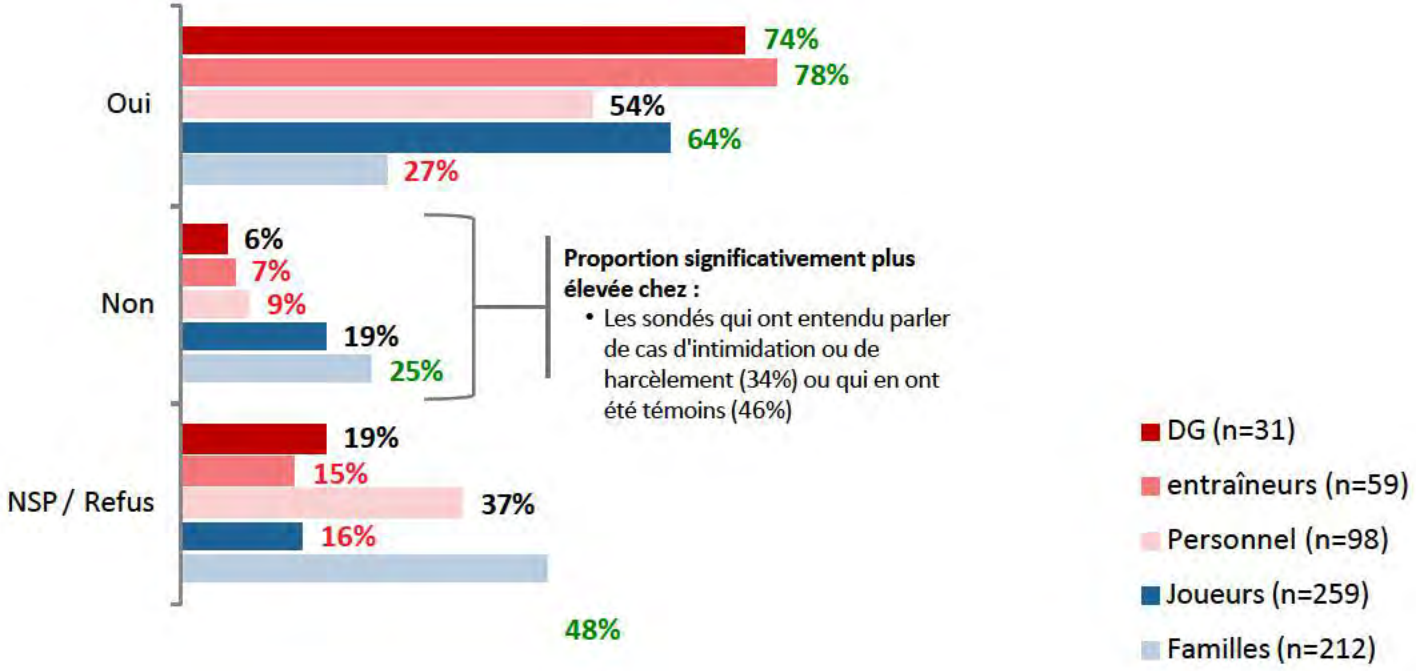



| | | Ligue | | |
|---|---|---|---|---|
| | OHL | LHJMQ | WHL |
| n= | 193 | 252 | 220 |
| Oui | 70% | 54% | 74% |
| Non | 13% | 14% | 7% |
| NSP / Refus | 17% | 32% | 19% |

# APPLICATION DES POLITIQUES ET RÈGLEMENTS EN MATIÈRE DE HARCÈLEMENT ET D'INTIMIDATION

**Q17. À votre avis, les politiques et règlements actuels de la LCH en matière de harcèlement et d'intimidation sont-ils appliqués?**

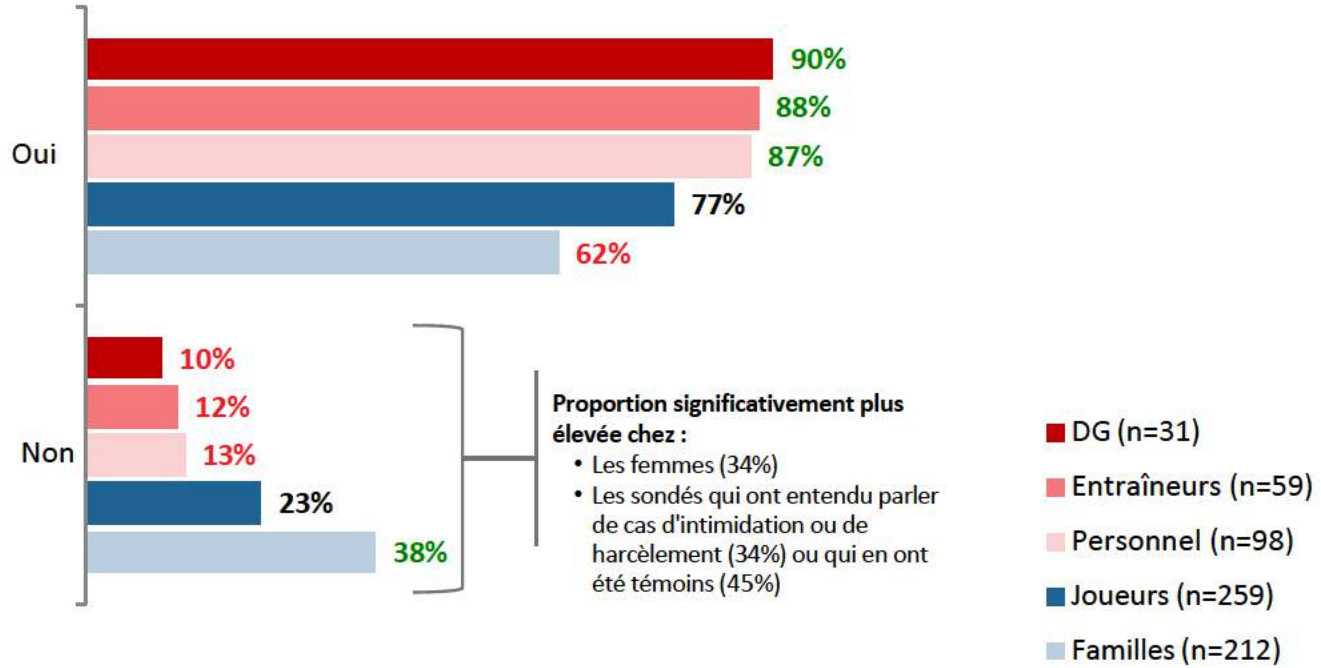
Base : tous les sondés (n=665)




| | Ligue | | |
|---|---|---|---|
| | OHL | LHJMQ | WHL |
| *n=* | *193* | *252* | *220* |
| Oui | 51% | 51% | 55% |
| Non | 25% | 15% | 16% |
| NSP / Refus | 24% | 35% | 29% |

# SAVOIR OÙ TROUVER DE L'AIDE POUR INTERVENIR

**Q18. Si aujourd'hui vous cherchiez de l'aide pour intervenir dans un cas de harcèlement ou d'intimidation, sauriez-vous où trouver cette aide?**
Base : tous les sondés (n=665)

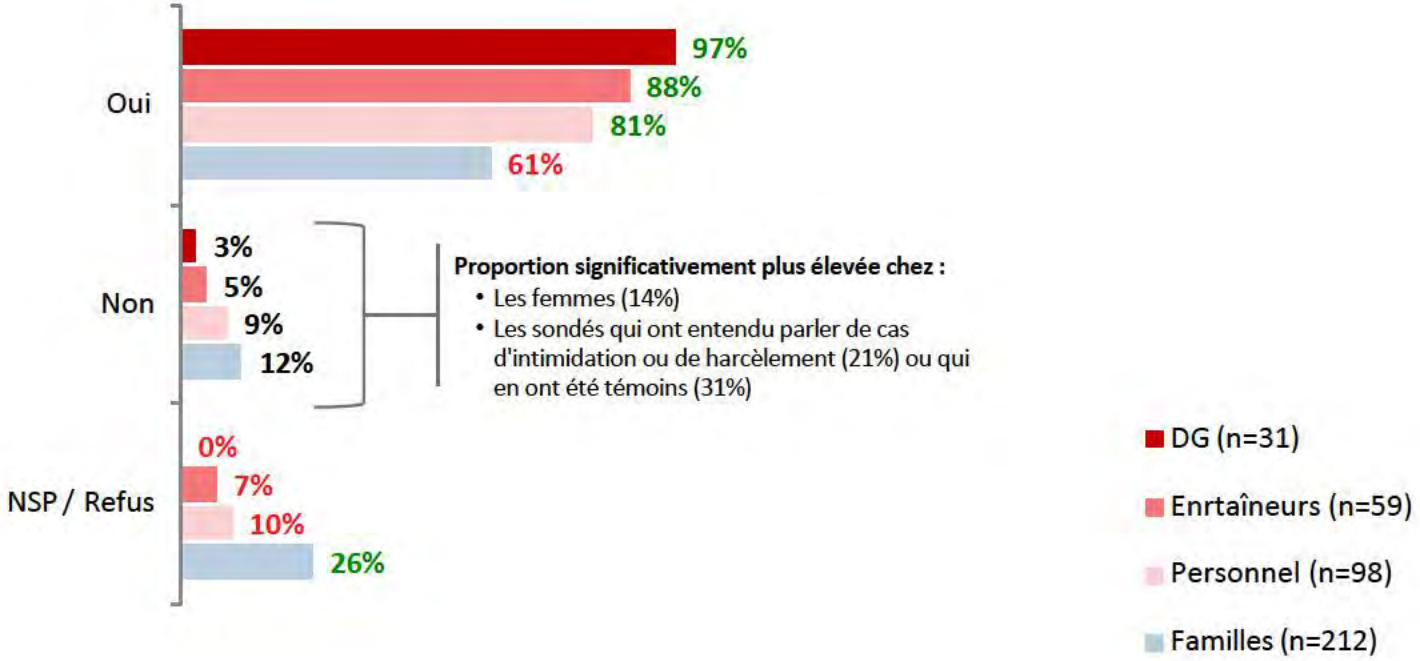



| | | Ligue | | |
|---|---|---|---|---|
| | OHL | QMJHL | WHL |
| *n=* | *193* | *252* | *220* |
| Oui | 79% | 69% | 79% |
| Non | 21% | 31% | 21% |

# RESSOURCES NÉCESSAIRES POUR TRAITER LES CAS POTENTIELS DE HARCÈLEMENT OU D'INTIMIDATION

**Q20. À votre avis, votre organisation dispose-t-elle des ressources nécessaires pour faire face à des cas potentiels de harcèlement ou d'intimidation?**

Base : tous les sondés sauf les joueurs (n=400)

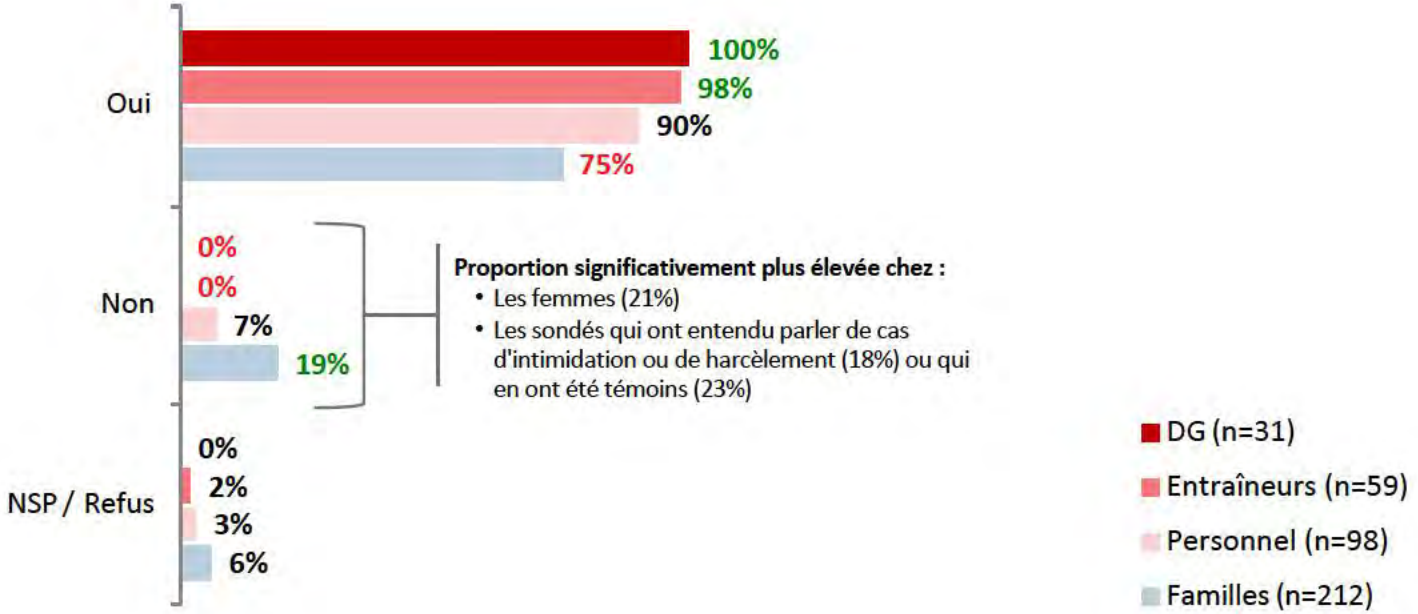



| | Ligue | | |
|---|---|---|---|
| | OHL | LHJMQ | WHL |
| *n=* | *136* | *156* | *108* |
| Oui | 75% | 71% | 72% |
| Non | 8% | 12% | 9% |
| NSP / Refus | 17% | 17% | 19% |

# SAVOIR COMMENT INTERVENIR

**Q22. Sauriez-vous comment intervenir si un jeune joueur de hockey victime de harcèlement ou d'intimidation se confiait à vous aujourd'hui?**

Base : tous les sondés sauf les joueurs (n=400)



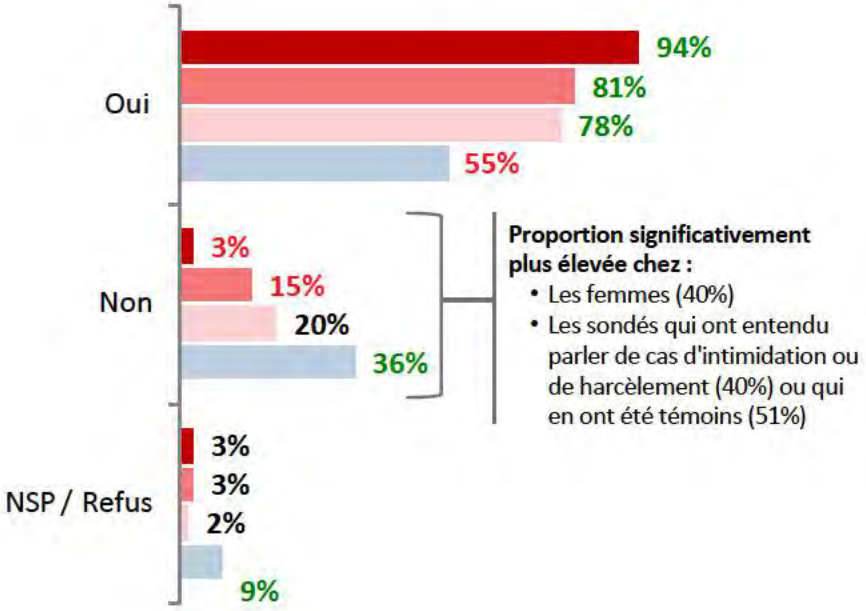

| | Ligue | | |
|---|---|---|---|
| | OHL | LHJMQ | WHL |
| n= | 136 | 156 | 108 |
| Oui | 86% | 82% | 84% |
| Non | 12% | 14% | 9% |
| NSP / Refus | 2% | 4% | 6% |

# CONNAÎTRE LES RESSOURCES ET SAVOIR À QUI S'ADRESSER

**Q23B. Sauriez-vous...**

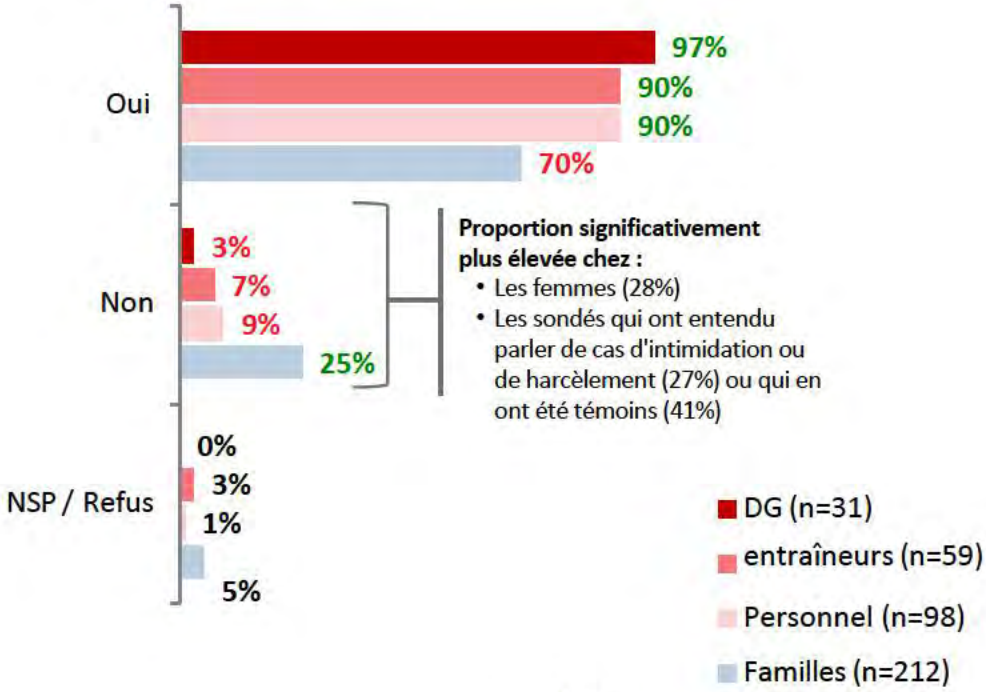
Base : tous les sondés sauf les joueurs (n=400)

## ... à quelle ressource de la ligue signaler l'événement?




| | Ligue | | |
|---|---|---|---|
| | OHL | LHJMQ | WHL |
| n= | 136 | 156 | 108 |
| Oui | 67% | 63% | 74% |
| Non | 29% | 30% | **19%** |
| NSP / Refus | 4% | 7% | 6% |

## ...à qui parler /... à qui vous confier?

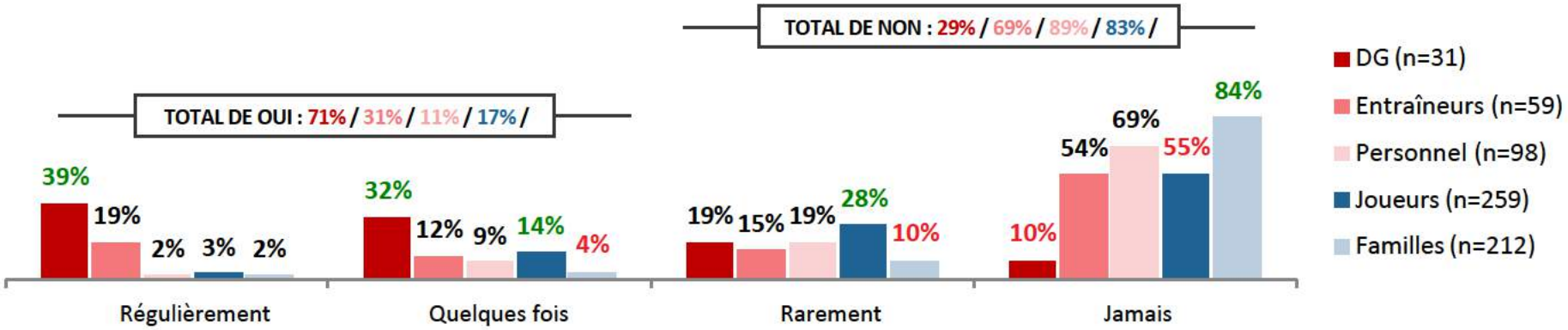



| | Ligue | | |
|---|---|---|---|
| | OHL | LHJMQ | WHL |
| n= | 136 | 156 | 108 |
| Oui | 76% | 80% | 84% |
| Non | **23%** | 15% | 12% |
| NSP / Refus | 1% | 4% | 4% |

# ÉVALUATION DE L'ORGANISATION

**Q27. Avez-vous déjà eu à évaluer formellement votre organisation?**

Base : Tous les sondés (n=665)




| | Ligue | | |
|---|---|---|---|
| | OHL | LHJMQ | WHL |
| n= | 193 | 252 | 220 |
| **TOTAL DE OUI** | 19% | 19% | **10%** |
| Régulièrement | 8% | 7% | **2%** |
| Quelques fois | 11% | 13% | 8% |
| **TOTAL DE NON** | 81% | 81% | **90%** |
| Rarement | 20% | 21% | 17% |
| Jamais | 61% | **60%** | **73%** |

Chronique

# Accusations de viol collectif impliquant des hockeyeurs juniors

Le logo des Voltigeurs de Drummondville
PHOTO : LA PRESSE CANADIENNE / MIKE DEMBECK

**Martin Leclerc**
Publié le 13 décembre 2022

Comment éduque-t-on nos garçons? Pourquoi la culture du hockey est-elle malsaine? Ces questions, qui ont fait la manchette dans tout le pays durant la majeure partie de l'année, refont surface parce que, incroyablement, le monde du hockey junior est à nouveau éclaboussé par des accusations de viol collectif.

Cette fois, les événements se seraient produits à l'automne 2016 à Drummondville. Une adolescente de 15 ans aurait alors été agressée sexuellement par trois jeunes hommes, dont deux portaient les couleurs de l'équipe locale dans le hockey junior majeur, les Voltigeurs de Drummondville.

Au moment de la présumée agression, deux des trois joueurs étaient d'âge mineur. Le troisième, Noah Corson, était majeur. Cet ancien joueur des Voltigeurs est le fils de l'ex-joueur du Canadien Shayne Corson.

Noah Corson est accusé d'avoir agressé sexuellement une plaignante de moins de 16 ans en compagnie d'autres personnes. Il a renoncé à son enquête préliminaire et doit comparaître au palais de justice de Drummondville en juin prochain. Aucune réponse à l'accusation n'a encore été déposée par l'accusé.

Aujourd'hui âgé de 24 ans, Corson poursuit sa carrière dans les rangs professionnels mineurs. Il porte les couleurs du Thunder de l'Adirondack dans l'ECHL.

> L'équipe, qui est liée aux Comets de Utica, le club-école des Devils du New Jersey, a publié un court communiqué mardi affirmant avoir été mise au courant des accusations qui ont été déposées contre le joueur.

> « L'agent de Corson a informé l'organisation que Noah sera absent pour une durée indéterminée, et ce, dès maintenant, écrit le directeur des communications des Comets. L'organisation ne fera pas d'autres commentaires pour le moment. »

Par l'entremise de ses agents Nicola Riopel et Étienne Lafleur, Noah Corson a décliné notre demande d'entrevue.

« Considérant qu'il y a des accusations pendantes devant le tribunal et que le dossier devrait procéder quelque part l'été prochain, on va s'abstenir de faire des commentaires. Noah nie les allégations d'agression sexuelle et il entend se défendre adéquatement devant le tribunal », a fait savoir Étienne Lafleur.

Noah Corson à l'époque où il jouait avec les Voltigeurs.
PHOTO : VOLTIGEURS DE DRUMMONDVILLE

***

Quant aux deux autres agresseurs, leur identité ne peut être dévoilée conformément à la Loi sur le système de justice pénale pour les adolescents (LSJPA). Ces derniers ont toutefois reconnu leur culpabilité l'année dernière devant le tribunal pour adolescents. Ils étaient accusés d'agression sexuelle.

Selon l'exposé des faits produit par les deux accusés d'âge mineur, la plaignante ne connaissait pas les deux joueurs des Voltigeurs avant de les rencontrer le soir de l'agression. Elle fréquentait le troisième jeune homme depuis quelques semaines, mais elle n'était pas en couple avec lui.

Après avoir passé une partie de la soirée dans un restaurant à vocation sportive, le groupe s'est déplacé au domicile de la victime. Des initiatives sexuelles ont alors été entreprises auprès de la victime et ont progressé jusqu'à une activité sexuelle de groupe à laquelle la victime n'a pas consenti.

Durant l'agression, l'un des accusés d'âge mineur a capté une vidéo avec son téléphone cellulaire.

Un à un, les trois hommes ont ensuite quitté la chambre de la victime et l'un des deux accusés d'âge mineur a remarqué que la victime pleurait.

***

La plaignante, dont l'identité fait l'objet d'une ordonnance de non-publication, poursuivait ses études secondaires à l'époque. Elle dit avoir traversé une période extrêmement difficile après cette agression. À ce jour, elle en ressent encore des séquelles.

« J'ai d'abord tenté de l'effacer de ma mémoire », confie-t-elle.

Elle dit avoir reconnu deux de ses agresseurs, plusieurs semaines plus tard, au Centre Marcel-Dionne. Elle venait d'assister à un match des Voltigeurs lorsqu'elle est passée devant un mur sur lequel étaient affichées les photos des joueurs de l'équipe.

« Je les ai identifiés comme ça, sinon je n'aurais jamais su qu'ils étaient des hockeyeurs [...] Je me suis mise à pleurer direct. J'imagine que de réaliser qu'ils étaient juste là, que je venais de les encourager pour qu'ils gagnent... on dirait que tout a remonté d'un coup », raconte-t-elle.

Noah Corson avec son équipe actuelle, le Thunder d'Adirondack
PHOTO : THUNDER D'ADIRONDACK

Au printemps 2017, aux prises avec des idées suicidaires, la victime dit avoir été admise en psychiatrie dans un établissement montréalais.

Il lui a fallu plus d'un an avant de se sentir capable de parler de cette agression à ses proches. La psychologue de son école l'a ensuite référée à un Centre d'aide et de lutte contre les agressions à caractère sexuel (CALACS) où elle a été suivie pendant plus de trois ans.

« Suite à ces événements, j'ai développé une sorte de phobie sociale. Je suis entrée dans un bar pour la première fois cet automne et ça a été difficile. Encore aujourd'hui, même quand je vais dans un endroit public comme un restaurant, il faut que je sois en mesure de voir tous ceux qui sont dans la pièce. Il ne faut pas que j'aie l'impression que quelque chose puisse m'arriver depuis l'arrière. C'était la même chose à l'école. (Après l'agression), il fallait tout le temps que je sois assise à l'arrière de la classe », explique-t-elle.

***

Tant les dirigeants actuels des Voltigeurs de Drummondville que ceux de l'époque disent n'avoir jamais été informés de ces allégations, ni des enquêtes, ni du processus judiciaire qui s'en est suivi. Même son de cloche du côté de la Ligue de hockey junior majeur du Québec.

Quand la victime a porté plainte, les deux hockeyeurs avaient quitté l'organisation depuis longtemps. Noah Corson a été libéré par les Voltigeurs et soumis au ballottage au début de janvier 2017. Il avait ensuite été réclamé par Baie-Comeau.

Le journal *L'Express de Drummondville* avait alors rapporté que les entraîneurs des Voltigeurs n'étaient pas satisfaits de l'attitude et des habitudes de travail de Noah Corson. En entrevue avec Radio-Canada Sports, l'entraîneur et directeur général des Voltigeurs à cette époque, Dominique Ducharme, a corroboré cette version des événements.

Dominique Ducharme

PHOTO : LA PRESSE CANADIENNE / MARK BLINCH

« Si nous avions entendu parler de cette histoire, nous aurions rapidement contacté les Voltigeurs de Drummondville et nous aurions élaboré un plan. Mais nous ne l'avons jamais su. C'est inexcusable qu'une situation comme celle-là soit survenue et j'ai des pensées pour la jeune femme qui a eu à subir cela », a indiqué le commissaire de la LHJMQ, Gilles Courteau.

« Jamais, au grand jamais, quelqu'un de l'organisation n'a été mis au courant de cela. J'ai été renversé, je n'en reviens toujours pas. C'est contre toutes les valeurs de l'organisation. On dénonce les situations comme celles-là et s'il y a collaboration à avoir avec l'enquête, on va collaborer », a affirmé le président des Voltigeurs, Éric Verrier.

**Tendance inquiétante**

En l'espace de quelques années, c'est la troisième fois que des corps policiers ouvrent des enquêtes ou que des accusations sont portées à la suite d'allégations d'agressions sexuelles commises par des hockeyeurs de la LHJMQ.

En 2015, une jeune femme avait fait une sortie médiatique pour dénoncer un viol collectif qui, alléguait-elle, avait été commis par quatre joueurs des Olympiques de Gatineau.

La police de Québec n'avait pas porté d'accusations en 2015. Mais en septembre dernier, la présumée victime a révélé à des journalistes qu'elle avait été contactée à nouveau par le même service de police, qui souhaitait reprendre sa déposition.

À ce jour, aucune accusation n'a été portée dans ce dossier.

Logo des Tigres de Victoriaville

PHOTO : GETTY IMAGES / MIKE DEMBECK

Par ailleurs, en octobre 2021, deux joueurs de 19 ans des Tigres de Victoriaville, Nicolas Daigle et Massimo Siciliano, ont été accusés d'avoir agressé sexuellement une jeune femme de 17 ans.

Les faits allégués se seraient produits en juin 2021, à Lac-Beauport, alors que les Tigres célébraient leur première conquête de la Coupe du Président.

Ce dossier chemine toujours devant les tribunaux. Une date de procès devrait être fixée à la mi-février.

Le 22 septembre dernier, la LHJMQ a annoncé la présentation d'ateliers sur le consentement et les violences sexuelles auxquels ont été tenus de participer les joueurs, les entraîneurs et le personnel des équipes.

Ces ateliers ont été animés par la réalisatrice, documentariste, autrice et politicologue Léa Clermont-Dion.

Selon la LHJMQ, l'objectif de ces ateliers consiste à conscientiser les membres de la ligue sur les impacts des agressions, mais également sur l'importance du respect dans les relations et sur le concept du consentement.

**Hockey Canada ne donne pas l'exemple**

Depuis le mois de mai dernier, la culture du hockey est fortement remise en question à la grandeur du pays.

Les dirigeants de Hockey Canada (la plupart ont démissionné depuis) ont illustré à quel point cette culture est déficiente. Le printemps dernier, ils ont conclu une entente à l'amiable, assortie d'une clause de confidentialité, avec une jeune femme alléguant avoir été agressée sexuellement par huit joueurs d'Équipe Canada junior en juin 2018.

Poursuivie conjointement pour une somme de 3,55 millions, Hockey Canada a rapidement réglé l'affaire sans savoir ce qui s'était réellement passé et sans connaître l'identité des présumés agresseurs. Ces derniers ont ainsi été protégés.

Les dirigeants de HC avaient été mis au courant de cette présumée agression en juin 2018 dans les heures suivant sa commission. Ils avaient alors commandé une enquête privée qui n'avait pas abouti, notamment parce que la fédération n'avait pas obligé les joueurs d'Équipe Canada junior à collaborer.

Le logo de Hockey Canada

PHOTO : LA PRESSE CANADIENNE / JEFF MCINTOSH

En 2018, l'enquête menée par la police de London n'avait donné lieu à aucune accusation. Dans la foulée des révélations médiatiques de mai dernier, le corps policier a toutefois repris l'enquête, dont on ne connaît toujours pas les résultats.

La LNH a aussi mené une enquête sur cette affaire, mais ses conclusions n'ont toujours pas été révélées.

Le tollé public soulevé par cette histoire a aussi incité Hockey Canada à commander une nouvelle enquête au même cabinet d'avocats qui s'était fait confier ce mandat en 2018. Encore là, aucune conclusion n'a été rendue publique.

Par ailleurs, d'autres allégations de viol collectif impliquant des joueurs d'Équipe Canada junior ont aussi refait surface l'été dernier. Selon ces allégations, qui seraient appuyées par une vidéo, une jeune femme inconsciente aurait été agressée par environ six joueurs de l'équipe canadienne, à Halifax, durant le Championnat mondial junior de 2003.

Une enquête policière a été déclenchée à la suite de ces allégations. Aucune accusation n'a été portée à ce jour.

En tenant compte d'un récent relevé effectué par nos collègues de l'émission *The Fifth Estate*, de CBC, au moins 14 enquêtes policières ont été déclenchées au Canada depuis 1989 concernant des allégations d'agressions sexuelles collectives commises par au moins 45 hockeyeurs juniors.

Onze de ces enquêtes ont mené à des accusations devant les tribunaux.

**Martin Leclerc**

Chronique **La torture, le viol et l’humiliation dans un aréna près de chez vous**

Deux anciens joueurs des ligues juniors de l’Ontario et de l’Ouest, Daniel Carcillo et Garrett Taylor, ont déposé une demande de recours collectif en 2020.

PHOTO : CBC / PETER EVANS

**Martin Leclerc**

Publié le 13 février 2023

Le 3 février dernier, un juge de la Cour supérieure de l’Ontario a rendu une décision dans le cadre d’une demande de recours collectif faite par trois anciens hockeyeurs juniors. Par la bande, noir sur blanc, le magistrat a ainsi levé le voile sur l’un des plus abjects et révoltants scandales jamais survenus dans l’univers du sport.

Si vous vous apprêtez à lire cette chronique, **il est important que vous sachiez qu’elle sera dérangeante**. Les faits qui y sont allégués sont profondément troublants, choquants et scandalisants. Il n’est pas question ici de la violation de quelconques règles sportives. On parle plutôt de la frontière entre la civilisation et la barbarie.

Les quelques proches et collègues à qui j’ai fait lire des passages de ce jugement ont tous eu la même réaction d’horreur et de répugnance. « Je ne savais pas que c’était aussi grave », m’a plusieurs fois répété un collègue, visiblement désarçonné par ce qu’il venait d’apprendre.

Quand on y pense, ces réactions expliquent peut-être pourquoi les Canadiens éprouvent autant de difficulté à comprendre les racines de toxicité de la culture du hockey. Il est extrêmement difficile d’imaginer un tel niveau de dépravation.

Il y a une dizaine de jours, donc, le juge Paul Perrell a rendu une décision très attendue dans le cadre d’une demande de recours collectif déposée en 2020 par deux anciens joueurs des ligues juniors de l’Ontario et de l’Ouest : Daniel Carcillo et Garrett Taylor.

Un troisième plaignant, Stephen Quirk, qui est un ancien joueur de la LHJMQ, s’est ensuite joint à Carcillo et à Taylor dans cette procédure. Les trois plaignants alléguaient que les trois ligues de hockey junior

majeur canadiennes, leurs équipes et leurs dirigeants avaient perpétué un environnement toxique et toléraient que leurs plus jeunes joueurs (les recrues) soient notamment victimes de discrimination, de conduite homophobe, de violences verbale, physique et sexuelle.

À cette époque, les troublantes allégations des plaignants avaient quelque peu fait la manchette et soulevé l'indignation.

Après le lancement des procédures, 16 autres anciens joueurs issus du hockey junior majeur ont produit des documents assermentés pour témoigner des sévices allégués qu'ils avaient subis. Les échanges étant courants dans le hockey junior, les plaignants et les signataires des documents, si l'on se fie aux écrits du juge, avaient donc porté les couleurs de 38 des 60 équipes du hockey junior majeur canadien.

Les différents parcours des joueurs ayant produit des documents assermentés semblaient par ailleurs indiquer que les mauvais traitements infligés aux recrues s'étaient perpétués à travers les années. Le plus vieux avait commencé son stage junior en 1979 et l'avait terminé en 1982. À l'autre bout du spectre, le plus jeune des déclarants avait joué dans la Ligue junior de l'Ontario entre 2009 et 2014.

Cela dit, la demande de recours collectif de Carcillo et compagnie couvrait une période de 50 ans et les quelque 15 000 joueurs ayant porté les couleurs d'une équipe junior majeur durant cette période. Et l'ampleur de l'affaire semble avoir apeuré le juge Perrell.

Ce dernier a donc refusé la demande de recours collectif en arguant que les trois ligues canadiennes et leurs 60 équipes, réunies sous le chapeau de la Ligue canadienne de hockey, sont des entités juridiques distinctes et qu'il lui apparaît déraisonnable, par exemple, de tenir des équipes du Québec ou de l'Ouest responsables des mauvais traitements subis par un joueur d'une équipe de la Ligue de l'Ontario. Et réciproquement.

Le juge Perrell a toutefois insisté sur le fait qu'il croit la preuve et les témoignages qui lui ont été soumis. Pour que les victimes obtiennent indemnisation, le juge a donc proposé une autre procédure. J'y reviendrai plus tard.

En attendant, concentrons-nous sur les documents assermentés et sur les contre-interrogatoires auxquels le juge Perrell a eu accès. Je vous le répète. C'est extrêmement dérangeant. Il est impensable qu'une société normale puisse tolérer ou avoir toléré de tels abus. Mais pour qu'une réaction survienne, encore faut-il que les faits allégués soient connus.

**Avertissement :** les passages qui suivent pourraient troubler certains lecteurs.

(L'identité des auteurs des témoignages a été protégée par le tribunal)

Extrait du témoignage du joueur AA : « Je me souviens que les vétérans me narguaient et me disaient que j'allais me faire initier. Je me souviens aussi que le directeur général me disait de ne pas réagir en mauviette quand mon initiation a dégénéré. [...] Les vétérans m'ont sauté dessus dans le vestiaire. Ils m'ont lancé sur une table, étendu sur le dos. Ils ont enrubanné des bâtons de hockey entre mes jambes et les bras. Ils m'ont bandé les yeux. Je me sentais impuissant. Je les ai sentis uriner sur moi et me lancer des objets. Ils ont enroulé une corde autour de mon pénis. Ils ont lancé la corde au-dessus d'une barre située au-dessus de moi et ils ont attaché un sac à rondelles à l'autre extrémité de la corde. Ils ont lancé des rondelles dans le sac jusqu'à ce qu'il devienne de plus en plus lourd. C'était extrêmement douloureux. Ils ont enrubanné des rasoirs sur des bâtons de hockey et ils m'ont rasé de la tête aux pieds. Ils m'ont couvert de vaseline et de poudre pour bébé. Ils ont inséré un bâton de hockey dans mon anus. Ils ont recouvert mes parties génitales de crème analgésique chauffante. Je me souviens que mon scrotum était mauve. C'était atroce. »

Extrait du témoignage du joueur BB : « Les joueurs les plus âgés m'ont forcé à faire des pompes (push-ups) alors que j'étais nu. Ils m'ont fait tremper mon pénis dans une crème analgésique chauffante pendant que je faisais des pompes et ils m'ont fait continuer suffisamment longtemps pour que mes parties génitales soient recouvertes de crème et que je ressente des brûlures. [...] En une autre occasion, on m'a déshabillé et attaché à une table. On m'a ensuite fouetté avec ma propre ceinture pendant que tout le monde regardait. L'entraîneur est entré dans la pièce et il m'a aussi fouetté. [...] Je me souviens

avoir été obligé de m'asseoir avec d'autres recrues sur le plancher des douches. Nous étions nus, l'un derrière l'autre, les parties génitales appuyées sur le postérieur d'un coéquipier. Les vétérans nous faisaient chanter : "R*ow, row your boat*." Les joueurs urinaient sur nous et nous lançaient des objets. L'entraîneur est entré, il a vu ce qui se passait et il est ressorti en riant. [...] Je me souviens aussi d'avoir été forcé d'attraper avec ma bouche des pommes qui flottaient dans l'urine de coéquipiers. Nous devions tous le faire. J'ai souffert d'abus et j'en ai été témoin dans toutes les équipes avec lesquelles j'ai joué. »

Extrait du témoignage du joueur CC : « Je me souviens d'avoir vécu l'expérience de la "boîte chaude" dans l'autobus de l'équipe. J'ai souffert d'une extrême claustrophobie. Je me rappelle qu'un vétéran soit allé demander au chauffeur d'élever la température du chauffage. Huit d'entre nous ont été déshabillés, sauf les sous-vêtements, et forcés de nous entasser dans la toilette du bus. Ils nous ont aspergés de Pepsi pour que ce soit collant. J'ai souffert d'une crise de panique totale quand nous étions là-dedans. Nous sommes restés enfermés durant plusieurs heures. D'autres gars (enfermés) semblaient aussi perdre le contrôle. C'était l'une des pires expériences de ma vie. Le personnel de l'équipe a vu ce qui se passait. Je souffre encore de claustrophobie à ce jour. Je suis incapable de faire de longs trajets en avion et je dois sortir des ascenseurs lorsque plusieurs gens s'y entassent. [...] Lors du party des recrues, on m'a forcé à boire de l'alcool jusqu'à ce que je sois complètement saoul. On m'a forcé à manger des piments extrêmement forts jusqu'à ce que je ressente une douleur atroce. Je les suppliais de me permettre d'arrêter, mais ils refusaient. Le personnel de l'équipe était au courant pour cette soirée. On se faisait insulter et engueuler. C'était complètement humiliant. Ces expériences m'ont marqué et j'y pense encore à l'âge adulte. »

Extraits du témoignage du joueur FF : « Raconter mon histoire est extrêmement difficile, mais je le fais parce que je ne veux pas que d'autres enfants aient à vivre ce que j'ai traversé. Chacun des abus suivants m'ont été infligés à plusieurs reprises par d'autres joueurs : a) un bâton de hockey recouvert de crème analgésique chauffante a été inséré de force dans mon anus; b) mes parties génitales ont été recouvertes de crème analgésique chauffante; c) on a utilisé une tige pour insérer de la crème analgésique chauffante dans mon urètre; d) les plus jeunes joueurs devaient monter sur une scène et offrir un spectacle aux vétérans. Les vétérans défèquaient sur la scène et forçaient des recrues à se lancer leurs excréments; e) les vétérans ont teint les cheveux d'un joueur américain en rouge, bleu et blanc. Ils l'ont ensuite attaché, nu, à un poteau de téléphone; f) les recrues étaient forcées de regarder un magazine pornographique. Tout dépendant du "jeu", ceux qui avaient ou n'avaient pas d'érection étaient sévèrement malmenés tel que décrit plus haut; g) les recrues étaient immobilisées ou attachées, et on leur rasait les cheveux, les sourcils et les parties génitales. [...] La saison suivante, j'ai été échangé dans une autre équipe et j'ai été agressé sexuellement une quarantaine de fois, approximativement, en l'espace de neuf mois. [...] Les mêmes types d'abus étaient perpétrés dans ma nouvelle équipe. »

La plupart des documents assermentés reproduits dans le jugement ont ceci en commun : on y spécifie que les sévices ont été commis au vu et au su des dirigeants des équipes. Et que lorsque les joueurs étaient échangés à une autre formation, ils étaient victimes des mêmes formes d'abus ou constataient que leurs coéquipiers plus jeunes étaient soumis aux mêmes formes d'abus.

Si ce n'est pas la définition même d'un problème systémique, qu'est-ce que c'est?

Aussi incroyable que cela puisse paraître, après avoir étalé plusieurs de ces ahurissants témoignages, le juge Perrell renchérit, laissant ainsi savoir aux lecteurs que l'ensemble de la preuve est encore plus révoltante.

« Cette preuve horrible et d'autres preuves que j'ai lues établissent qu'un nombre inconnu de membres qui jouaient dans la WHL, l'OHL ou la LHJMQ ont été torturés, confinés de force, rasés, dénudés, drogués, intoxiqués, physiquement et sexuellement agressés, violés, victimes de viols collectifs, forcés d'agresser physiquement ou sexuellement des coéquipiers, encouragés à agresser sexuellement, individuellement ou en groupe, des jeunes femmes invitées à des partys d'équipe; forcés de boire ou de manger de l'urine, de la salive, du sperme, des excréments ou d'autres substances abjectes; forcés de s'auto-infliger des blessures, forcés de commettre des actes de bestialité », écrit-il.

Relisez cela attentivement et dites-moi : si ce n'est pas de la torture, de quoi parle-t-on?

Et si, en tant que société, nous ne réagissons pas à ce qui est allégué dans ce jugement de la Cour supérieure de l'Ontario, à quoi réagira-t-on?

Des gens ont parfois tendance à minimiser les histoires d'abus et de maltraitance émanant du monde du hockey. Ils plaident qu'elles appartiennent au passé et que les temps ont changé.

Il faut rappeler que l'un des documents assermentés a été déposé par un joueur ayant conclu son parcours junior aussi tard qu'en 2014.

Soulignons aussi que la décision du juge Perrell s'appuie en grande partie sur un rapport produit en 2021 par Danièle Sauvageau, Sheldon Kennedy et l'ex-premier ministre du Nouveau-Brunswick Camille Thériault.

Commandé par les dirigeants de la Ligue canadienne afin de répondre au recours judiciaire intenté par Carcillo et compagnie, le rapport s'était avéré extrêmement inquiétant. Les dirigeants de la LCH avaient d'ailleurs eu comme réflexe de le camoufler lorsqu'ils l'avaient reçu.

Ce rapport révélait notamment qu'un pourcentage important de personnes associées au hockey junior considéraient que des problèmes d'intimidation, de harcèlement et de discrimination existent dans la LCH.

Les trois auteurs du rapport soulignaient que de la maltraitance qui serait jugée inacceptable à l'extérieur du hockey est imprégnée dans la hiérarchie des organisations et qu'une culture systémique existe et fait en sorte que la maltraitance est considérée comme normale.

Enfin, les auteurs estimaient qu'une culture du silence existe et fait en sorte que les mauvais traitements se perpétuent. Ils constataient aussi que les joueurs finissent par avoir l'impression que l'abus fait simplement partie du hockey.

Comme mentionné plus haut, le juge Perrell a donc rejeté la demande de recours collectif. Il propose plutôt une procédure, assez rarement utilisée par les tribunaux, afin que les victimes soient indemnisées.

Cette procédure ferait en sorte qu'au cours des prochains mois, Carcillo et compagnie devraient dénicher des victimes d'abus ayant joué dans les 60 équipes de la Ligue canadienne de hockey.

Par la suite, les hockeyeurs et anciens hockeyeurs juniors ayant été victimes d'abus ou de mauvais traitements seraient invités à contacter les avocats de Carcillo et compagnie. Leur déposition serait alors prise, et chaque cas serait entendu individuellement.

Cette décision du juge est controversée.

Un éminent juriste avec lequel je me suis entretenu estime qu'en refusant de reconnaître la nature systémique de ces horribles abus, le juge a transformé l'affaire en une multitude de plaintes individuelles. Et qu'en conséquence, puisque l'existence d'un problème systémique n'est pas reconnue, chaque plaignant devra prouver ce qui lui est arrivé.

La décision du juge est aussi déplorable, estime-t-on, en ce sens qu'elle obligera les plaignants à se nommer au lieu d'obtenir l'anonymat que garantit un recours collectif.

« Or, les membres du groupe visé par la demande de recours collectif étaient des mineurs au moment des faits et ils méritaient particulièrement de jouir de cet anonymat », fait-on valoir.

La voie choisie par le juge pourrait donc avoir pour effet de « tuer » le recours juridique en limitant considérablement le nombre de plaignants et, surtout, en minimisant les compensations financières devant être versées par les ligues et les équipes.

Au bout du compte, cette histoire soulève des enjeux encore plus importants que cette poursuite civile et le règlement financier qui en découlera.

Cette affaire est une véritable honte nationale! C'est l'un des plus sordides scandales sportifs jamais évoqués, et ce sont des athlètes mineurs qui ont été enfermés contre leur gré, torturés, humiliés, agressés sexuellement et déshumanisés.

Il est difficile de croire que la ministre fédérale des Sports, Pascale St-Onge, et ses collègues du comité permanent du Patrimoine puissent laisser passer de telles horreurs sans poser de très sérieuses questions. Même chose pour chacun des ministres des Sports des provinces.

Si, comme société, nous ne réagissons pas à ce qui a été écrit par le juge Perrell, nous ne valons pas mieux que les adultes qui ont toléré ces abus.

**Martin Leclerc**

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Hockey junior

# Sévices au hockey junior: «Le débat est rendu hypocrite», dit Yanick Lehoux

| 4 avril 2023

(Le Soleil, Frédéric Matte)

Il a été un premier choix au total et un champion pointeur de la Ligue de hockey junior majeur du Québec au tournant du millénaire. Le parcours de Yanick Lehoux a été ponctué de hauts, mais aussi de bas chez le Drakkar de Baie-Comeau. Parmi les

moments les plus sombres de ses années juniors, il y a eu l'intimidation et les gestes dégradants. Selon lui, ces dérapages du passé n'existent plus, mais ils devraient être reconnus. Témoignage.

Aujourd'hui âgé de 40 ans, Lehoux se revoit encore, valises à la main, quelques semaines après le début du camp d'entraînement à l'automne 1998. Le premier choix au total du repêchage de la LHJMQ cette année-là est prêt à quitter Baie-Comeau, las d'agir comme souffre-douleur des vétérans du club.

Les entraîneurs des Estacades du Cap-de-la-Madeleine avaient été avertis des intentions de l'habile joueur de centre. «J'en avais assez, je retournais jouer dans le midget parce que ça n'avait pas de bon sens, je n'étais pas bien et je n'avais pas ma place dans un environnement comme ça», raconte-t-il lors d'un entretien dans les locaux du *Soleil*. L'entrevue a été filmée à sa demande.

Selon Yanick Lehoux, ces dérapages du passé n'existent plus, mais ils devraient être reconnus. (Frédéric Matte/Le Soleil)

## Il est resté

Lehoux a décidé de rester sur la Côte-Nord et les choses ont «changé» au courant de la première saison, mais l'intimidation envers les recrues s'est poursuivie. «Même si ça s'est amélioré, mon année de 16 ans n'a pas été pas été le *fun* pantoute. Du tout, du tout, du tout.»

Yanick Lehoux a amassé 382 points en 266 matchs dans l'uniforme du Drakkar. (Photothèque Le Soleil/Photothèque Le Soleil)

Les histoires d'horreur qui ont défrayé la manchette récemment, Yanick Lehoux affirme en avoir vécues à Baie-Comeau. Des initiations dégradantes et des gestes d'intimidation à caractère sexuel, il dit en avoir subi. Il ne fait aucun doute à ses yeux que le problème était répandu à travers les équipes juniors au pays.

«Toutes les choses qui sont sorties depuis le recours collectif en Ontario, on les a vues, vécues, et entendues, insiste Lehoux. Quand on allait dans des camps d'entraînement, que ce soit les clubs d'Équipe Canada et les autres événements, les histoires se racontaient et tout le monde trouvait ça bien drôle. C'est de même que les super idées d'initiations venaient d'une place à une autre. Un en racontait une et on disait : "Hé, on va faire ça aux *kids* l'année prochaine, ça va être donc bien drôle!"»

## Il déplore l'hypocrisie

Si le père de deux enfants ne veut pas entrer dans les détails scabreux de ce qui lui est arrivé dans la LHJMQ, «ce n'est pas pour cultiver la culture du silence, mais c'est fait et les histoires, on les a entendues».

Yanick Lehoux est «tanné» d'entendre les dérapages du passé racontés dans les médias. (Erick Labbé/Erick Labbé)

S'il se dit «tanné» de lire et d'entendre les cas racontés dans les médias, le représentant en orthopédie en veut cependant à ceux qui ne savent pas reconnaître les abus du passé alors que ces histoires se racontent depuis des années dans les rassemblements d'anciens.

«Pendant 20 ans, tout le monde trouvait ça drôle et se disait : "Ça n'avait pas de bon sens, je ne peux pas croire que les gens faisaient ça!" Et tout d'un coup, tout le monde est offensé. Il n'y a rien de nouveau là-dedans. Que les joueurs et les entraîneurs de l'époque, de façon unanime, disent qu'ils n'ont jamais vu ou entendu une histoire comme celle-là? *Come on*, c'est non! Tout le monde a passé à travers ça, c'était comme ça.»

## Un problème répandu

Le meilleur pointeur de l'histoire du Drakkar de Baie-Comeau — 382 points en carrière entre 1998 et 2002 — comprend que le sujet est délicat, mais «la première étape» pour avancer est «d'assumer et de dire la vérité», écrivait-il plus tôt cette semaine dans une publication sur Facebook commentant la sortie publique de l'ex-Saguenéens, Carl Latulippe, dans *La Presse*.

«Nier le problème et dire qu'on n'a rien vu, c'est hypocrite. Le débat est rendu hypocrite. Ce n'est pas correct envers ceux à qui c'est arrivé et pour qui c'est encore difficile», dit Yanick Lehoux. (Erick Labbé/Erick Labbé)

«Personne ne veut être associé à ça, mais on l'a tous fait, poursuit Lehoux. On n'a pas été gentil avec les recrues, je demandais à des recrues de me détacher mes patins et on se trouvait drôle. C'était de l'intimidation. Je ne pense pas que ce soit le cas, mais si j'ai fait des trucs déplorables à des recrues, j'en suis désolé et on peut

en parler. Nier le problème et dire qu'on n'a rien vu, c'est hypocrite. Le débat est rendu hypocrite. Ce n'est pas correct envers ceux à qui c'est arrivé et pour qui c'est encore difficile.»

## La culture du silence

Les gens qui ferment les yeux «ne protègent pas le hockey, bien au contraire», déplore celui qui a récolté 135 et 125 points à ses deux dernières années juniors.

> **Quand on voit des figures publiques nier toutes ces choses-là alors qu'on sait tous que c'est arrivé, ça encourage probablement encore plus la culture du silence.**
>
> — Yanick Lehoux

Des décennies après les événements, les gestes de pardon peuvent être tout simples, dit Lehoux, un choix de troisième tour des Kings de Los Angeles en 2000. «Ça peut être seulement de dire : "Je ne suis pas fier de ça aujourd'hui, je suis vraiment désolé, je suis content que ça ait changé" sans nécessairement rentrer dans les détails de tout ce qui est arrivé.»

## La LHJMQ a «changé»

Lehoux n'est pas «traumatisé» des gestes qu'il dit avoir subis il y a plus de 20 ans. Il est reconnaissant envers la Ligue de hockey junior majeur du Québec et le Drakkar de Baie-Comeau, qui a retiré son numéro 26 en 2016. Ses enfants ne jouent pas au hockey, mais il ne les aurait jamais laissés vivre l'aventure en sachant qu'ils subiraient la même chose que lui.

Mais Lehoux croit fermement que la LHJMQ a changé et que les abus relatés récemment n'existent plus. «Ces histoires-là ne sont plus-là, il n'y en a plus, insiste-t-il. Je joue au hockey encore, j'ai des amis impliqués comme entraîneurs et recruteurs et ça n'existe plus. Ce n'est pas d'entretenir la culture du silence que de dire ça. S'il y a une histoire qui s'est passée l'année passée ou il y a deux ans, avec

des acteurs encore en poste, assurément il faut que ça sorte, mais de toutes les histoires dont on parle présentement, la plus récente date peut-être de 2000. Ça fait 20 ans!»

Yanick Lehoux (au centre) a vu son chandail être retiré par le Drakkar en 2016. Il est reconnaissant envers l'équipe, qui a forgé l'homme qu'il est devenu. (Collaboration spéciale Gérald Poirier/Collaboration spéciale Gérald Poirier)

## «Tanné» du battage médiatique

Ressasser les barbaries du passé dans les médias ne mène à rien selon lui. Il invite les victimes à se tourner vers la police et à leur entourage pour mener à quelque chose de plus constructif.

«Ça fait partie d'une démarche à avoir avec ton psychologue, avec ta famille et tes amis, détaille celui qui a joué 10 matchs dans la Ligue nationale de hockey avant de connaître une longue carrière en Europe. Je ne pense pas que de sortir dans les médias [est synonyme] de cheminement personnel pour guérir et grandir. La raison pour laquelle j'en parle publiquement, c'est parce qu'on a fait le tour, ce n'est pas

pour dire que les victimes ne devraient pas essayer de trouver des solutions pour grandir et passer au travers. Est-ce que la solution se trouve dans les médias? Personnellement je ne pense pas.»

## Il ne craint pas les réactions négatives

Yanick Lehoux éprouve de la «sympathie» envers le Commissaire démissionnaire, Gilles Courteau, emporté par la tempête des derniers mois. Il se demande si certains ne profitent pas de la période actuelle pour «salir la Ligue de hockey junior majeur du Québec qui est une super ligue et qui a fait beaucoup pour ses joueurs».

L'ancien membre des Coyotes de Phoenix, entre 2005 et 2007, dit ne pas craindre la réaction du grand public ou de ses anciens coéquipiers en sortant de la sorte sur la place publique.

> **Parmi ceux qui ont joué au hockey, je serais surpris de savoir qu'il y en a qui ne pensent pas comme moi.**
>
> — Yanick Lehoux

## Il pense aux jeunes

Pour les jeunes joueurs et leurs familles qui rêvent à une carrière de hockey, Yanick Lehoux a ces deux conseils:

«De ne pas s'inquiéter, parce que n'est plus ce que c'était. Et je leur dirais de dire non quand ça ne fait pas leur affaire et de se tenir debout. Oui, un certain degré d'intimidation peut exister dans un vestiaire et si nos limites sont atteintes, il faut en parler et dénoncer. Il y a un temps où c'était toléré, mais plus maintenant et c'est pour le mieux.»

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**COUR D'APPEL DU QUÉBEC**

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REQUÉRANTES – Défenderesses

c.

**CARL LATULIPPE**, ayant son adresse professionnelle au 3111, avenue Watt, Québec, (Québec) G1X 3W2

INTIMÉ – Demandeur

**LISTE DES ANNEXES AU SOUTIEN DE LA DEMANDE DE PERMISSION D'APPELER**
Partie requérante

**ANNEXE 1 :** Jugement rendu par l'honorable Jacques G. Bouchard, j.c.s. le 10 avril 2024 [page 21];

**ANNEXE 2** : Demande pour autorisation d'intenter une action collective et pour obtention du statut de représentant datée du 23 mai 2023 [page 34];

**ANNEXE 3** : Avis de jugement daté du 1er mai 2024 [page 90];

**ANNEXE 4** : Pièces R-1 à R-38 déposées au soutien de la Demande pour autorisation d'intenter une action collective et pour obtention du statut de représentant [page 91];

**ANNEXE 5** : Pièces PA-1 à PA-8 déposées à titre de preuve appropriée par les Requérantes [page 1010];

**ANNEXE 6** : Tableau des allégations factuelles et de la preuve [page 1635].

Québec, ce 30 mai 2024

*Fasken Martineau DuMoulin S.E.N.C.R.L., s.r.l.*

**Fasken Martineau DuMoulin**
**S.E.N.C.R.L., s.r. l.**
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**C A N A D A**

**PROVINCE DE QUÉBEC**
DISTRICT DE QUÉBEC
LOCALITÉ DE QUÉBEC

COUR SUPÉRIEURE
(action collectives)

N° : 200-06-000258-238

**CARL LATULIPPE**

Demandeur

c.

**LIGUE CANADIENNE DE HOCKEY**

-et-

**LIGUE DE HOCKEY JUNIOR MAJEUR DU QUÉBEC INC.**

-et-

**LES SAGUENÉENS JUNIOR MAJEUR DE CHICOUTIMI**

-et-

**CLUB DE HOCKEY LES REMPARTS DE QUÉBEC (2014) INC.**

-et-

**CLUB DE HOCKEY JUNIOR MAJEUR DE BAIE-COMEAU INC.**

-et-

**LE CLUB DE HOCKEY L'OCÉANIC DE RIMOUSKI INC.**

-et-

**LES TIGRES DE VICTORIAVILLE (1991) INC.**

-et-

**CLUB DE HOCKEY SHAWINIGAN INC.,** également connue sous le nom de **CATARACTES DE SHAWINIGAN**

-et-

**7759983 CANADA INC.,** également connue sous le nom de **CLUB DE HOCKEY LE PHOENIX DE SHERBROOKE**

-et-

**CLUB DE HOCKEY DRUMMOND INC.,** également connue sous le nom de **LES VOLTIGEURS DE DRUMMONDVILLE**

-et-

**LE CLUB DE HOCKEY JUNIOR ARMADA INC.,** également connue sous le nom de **L'ARMADA DE BLAINVILLE-BOISBRIAND**

-et-

**LES OLYMPIQUES DE GATINEAU INC.**

-et-

**LES FOREURS DE VAL D'OR (2012) INC.**

-et-

**LES HUSKIES DE ROUYN-NORANDA INC**

-et-

**LE TITAN ACADIE BATHURST (2013) INC.**

-et-

**CLUB DE HOCKEY LES WILDCATS DE MONCTON LIMITÉE**

-et-

**SAINT JOHN MAJOR JUNIOR HOCKEY CLUB LIMITED,** également connue sous le nom de **SEA DOGS DE SAINT JOHN**

-et-

**CAPE BRETON MAJOR JUNIOR HOCKEY CLUB LIMITED PARTNERSHIP,** également connue sous le nom de **CAPE BRETON EAGLES HOCKEY CLUB**

-et-

**HALIFAX MOOSEHEADS HOCKEY CLUB INC.**

-et-

**8515182 CANADA INC.,** également connue sous le nom de **ISLANDERS DE CHARLOTTETOWN**

Défenderesses

**LISTE DE PIÈCES AU SOUTIEN DE LA DEMANDE DES DÉFENDERESSES POUR PERMISSION DE PRODUIRE UNE PREUVE APPROPRIÉE**

**PIÈCE PA-1 :** Convention de vente d'actifs datée du 28 octobre 1992, Convention datée du 27 septembre 1996 et Addendum daté du 9 novembre 1996 et Contrat d'exercice de droit de rachat daté du 11 août 2000, *en liasse* ;

**PIÈCE PA-2 :** Constitution de la Ligue canadienne de hockey actuellement en vigueur ;

**PIÈCE PA-3 :** Constitution de la Ligue de hockey junior majeur du Québec actuellement en vigueur, certains Règlements adoptés par celle-ci et les versions à jour et françaises de diverses Politiques, Programmes et autres « outils » actuellement en place dans la LHJMQ, *en liasse* ;

**PIÈCE PA-4 :** Communiqué de presse de la Ligue canadienne de hockey intitulé *Mise à jour sur le bien-être des joueurs* en date du 21 janvier 2022 et *Rapport sur les programmes de bien-être des joueurs et recommandations connexes* préparé par l'enquêtrice Rachel Turnpenney en date du 14 janvier 2022, *en liasse* ;

**PIÈCE PA-5 :** Avis d'appel des ordonnances rendues par l'honorable juge Perell le 3 février 2023 dans le dossier de Cour nº CV-20-00642705-00CP ;

**PIÈCE PA-6 :** Jugements et ordonnance rendus entre le 1er septembre et le 30 octobre 2023 par l'honorable juge Perell dans le dossier de Cour nº CV 20-00642705-00CP, *en liasse* (cette pièce est identique à la pièce DS-3 produite au soutien de la *Demande des défendeurs de suspension temporaire de la Demande d'autorisation d'exercer une action collective* le 27 novembre 2023) ;

**PIÈCE PA-7 :** Version finale du *Section 7 Plan* approuvée par l'honorable juge Perell dans le dossier de Cour nº CV-20-00642705-00CP ;

**PIÈCE PA-8 :** Avis d'appel complémentaire des ordonnances rendues par l'honorable juge Perell le 3 février 2023 et le 30 octobre 2023 dans le dossier de Cour nº CV-20-642705-00CP (dossier en appel nº COA-23-CV-0353).

Québec, ce 19 janvier 2024

*Fasken Martineau DuMoulin*

**Fasken Martineau DuMoulin**
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**PIÈCE**
**PA-1**

# CONVENTION DE VENTE D'ACTIFS

**INTERVENUE ENTRE:**

**LA CORPORATION DE DÉVELOPPEMENT ÉCONOMIQUE DE CHICOUTIMI,** corporation légalement constituée et ayant sa place d'affaires au 255 est, rue Racine, bureau 155, Chicoutimi, district de Chicoutimi;

Ci-après appelée: **"LE VENDEUR"**

**ET:**

**LA CORPORATION DE DÉVELOPPEMENT DE HOCKEY DE CHICOUTIMI INC.,** corporation sans but lucratif légalement constituée et ayant sa principale place d'affaires au 255 est, rue Racine, bureau 500, Chicoutimi, district de Chicoutimi;

Ci-après appelée: **"L'ACHETEUR"**

---

**ATTENDU:**

**QUE** le Vendeur a repris les actifs reliés à l'opération du club de hockey "Les Saguenéens" de Chicoutimi, comprenant, entre autres, la franchise et l'Association de hockey junior majeur du Québec (1969) Inc., de même que le mobilier et l'équipement relatifs à l'opération de ce club, par convention de rachat d'actifs intervenue le 20 octobre 1992, dont copie est jointe à la présente convention en annexe "A" pour en faire partie intégrante;

**QUE** l'Acheteur désire se porter acquéreur desdits actifs pour opérer la franchise susdite, selon les prix et modalités ci-après établis;

**LES PARTIES CONVIENNENT CE QUI SUIT:**

## 1.- PRÉAMBULE

Le préambule qui précède fait partie intégrante de la présente convention.

## 2.- OBJET ET CONSIDÉRATIONS MONÉTAIRES

### 2.1 OBJET

Par les présentes, le Vendeur vend à l'Acheteur tous les actifs reliés à l'opération du club de hockey "Les Saguenéens" de Chicoutimi, comprenant entre autres, la franchise de l'Association de hockey junior majeur du Québec (1969) Inc., ainsi que le mobilier et l'équipement reliés à l'opération de ladite franchise, lesquels items sont plus amplement détaillés à l'annexe "B" jointe aux présentes, pour valoir comme partie intégrante.

### 2.2 PRIX DE VENTE

Le prix de la transaction pour l'acquisition des actifs susdits est fixé à cent soixante mille dollars (160 000 $), plus toute taxe applicable le cas échéant, payable de la manière ci-après prévue.

### 2.3 T.P.S.

Les parties choisissent d'exercer le choix prévu à l'article 167(1) de la Loi sur la taxe d'accises et indique, à l'annexe "B" des présentes, leur numéro respectif de T.P.S.

### 2.4 MODALITÉS DU PRIX DE VENTE

La somme de cent soixante mille dollars (160 000 $) sera payée au Vendeur par l'Acheteur de la façon suivante:

- Quarante mille dollars (40 000 $) comptant à la signature de la présente convention, plus toute taxe applicable, le cas échéant;

- Quarante mille dollars (40 000 $) payable le 1er juillet 1993, plus toute taxe applicable, le cas échéant;

- Quarante mille dollars (40 000 $) payable le 1er juillet 1994, plus toute taxe applicable, le cas échéant;

- Quarante mille dollars (40 000 $) payable le 1er juillet 1995, plus toute taxe applicable, le cas échéant.

Chaque versement est exigible aux dates susdites et payable, sans avis ou demande de paiement, à la place d'affaires du Vendeur ou à toute autre adresse qui pourra être communiquée à l'Acheteur par écrit.

**2.5** INTÉRÊTS

Tout versement non effectué à son échéance portera intérêts à un taux de 10% l'an, calculés hebdomadairement, à compter de la date d'échéance.

## 3.- PAIEMENT PAR ANTICIPATION

L'Acheteur pourra à sa guise, en tout temps, payer le solde du prix de vente, en tout ou en partie, par anticipation, sans avis ni pénalité.

## 4.- VENTE CONDITIONNELLE

**4.1** Il est expressément entendu entre les parties que le Vendeur demeurera propriétaire de tous les actifs mentionnés au paragraphe 2.1 des présentes jusqu'à parfait paiement du prix de vente mentionné au paragraphe 2.2 des présentes, ainsi que de tout autre montant pouvant être exigible en vertu de la présente convention.

La présente vente constitue donc une vente conditionnelle.

**4.2** La présente vente est également conditionnelle en ce qui concerne l'Acheteur à la signature par ce dernier d'une entente avec Ville de Chicoutimi, pour l'obtention des concessions de bar et de restauration au Centre Georges-Vézina.

En cas de non-réalisation de cette dernière condition, la présente convention sera résolue, rétroactivement à sa date d'entrée en vigueur et les parties seront remises dans leur état initial.

## 5.- RESPONSABILITÉ ET RISQUE

**5.1** Nonobstant le contenu du paragraphe précédent, il est entendu que l'Acheteur deviendra, à compter de la signature de la présente convention et ce, rétroactivement au 1er juillet 1992, responsable de toute perte, dommage, réclamation ou autres dettes reliés directement ou indirectement à l'opération de la franchise, pour tout événement postérieur au 1er juillet 1992.

## 6.- FAIT ET CAUSE

**6.1** Conséquemment, l'Acheteur s'engage par les présentes à prendre fait et cause pour le Vendeur en cas de toute poursuite dirigée contre ce dernier, pour les événements postérieurs au 1er juillet 1992.

## 7.- ASSURANCES

L'Acheteur s'engage à détenir une police d'assurance responsabilité civile pour un minimum de deux millions de dollars (2 000 000 $), afin de couvrir sa responsabilité civile pour les dommages aux tiers, ainsi qu'une protection suffisante pour les dommages à ses propres biens.

A cet égard, l'Acheteur s'engage à faire inscrire le Vendeur comme bénéficiaire désigné sur toutes polices émises et ce, jusqu'à ce que le Vendeur soit intégralement payé.

## 8.- ENGAGEMENT DE L'ACHETEUR

Jusqu'à ce qu'il acquière la parfaite propriété des actifs transférés en vertu des présentes, l'Acheteur s'engage:

- A ne pas vendre, louer, céder ou autrement aliéner, les actifs faisant l'objet de la présente convention;

- A ne pas nantir, hypothéquer ou autrement affecter de garanties, les actifs cédés en vertu de la présente convention;

- A entretenir, à ses frais, les actifs de sorte à ce qu'ils demeurent en état de servir à l'usage auquel ils sont destinés;

- A ne poser aucun geste, ni commettre aucune infraction ou faute pouvant mettre en péril le maintien par elle de la franchise de l'Association de hockey junior majeur du Québec (1969) Inc.;

- Permettre à tout représentant autorisé du Vendeur d'inspecter les actifs en tout temps, pendant les heures normales d'affaires et permettre l'accès à ses bureaux, aux fins d'une telle inspection.

## 9.- DÉFAUT DE L'ACHETEUR

L'acheteur sera en défaut dans les cas suivants:

- S'il fait faillite, par cession de ses biens ou par ordonnance de séquestre;

- S'il procède par concordat, proposition en vertu de la Loi sur les arrangements avec ses créanciers ou autrement devient insolvable;

- S'il fait l'objet d'une saisie ou autre procédure judiciaire ayant pour objet de bloquer ses opérations;

- Si ses dirigeants, à son égard, sont coupables de fraude ou autres délits ou si elle-même fait l'objet d'infraction pénale ou criminelle;

- Si elle fait défaut de se conformer à toutes et chacune des dispositions de la présente convention.

## 10.- CONSÉQUENCES DE DÉFAUT

En cas de défaut, le Vendeur pourra, à son choix:

- Sans avis ni délai, reprendre possession des actifs cédés et garder, à titre de dédommagement et comme dommages et intérêts liquidés, tout montant déjà reçu par elle, la vente étant alors réputée résolue à la date dudit défaut;

- Saisir, revendiquer les actifs faisant l'objet de la présente convention et exiger immédiatement le paiement du solde entier de l'obligation, tel défaut provoquant alors la déchéance du bénéfice du terme pour l'Acheteur.

## 11.- BUDGET ET BILAN

Jusqu'à ce que le prix de vente soit entièrement acquitté par lui, l'Acheteur devra déposer au Vendeur, au début de chaque année financière, son budget d'opérations et à la fin de chacune de ses années financières, ses états financiers.

## 12.- OPÉRATION DU CLUB À CHICOUTIMI

L'Acheteur s'engage expressément et de façon impérative à ce que la franchise du Club de hockey "Les Saguenéens" soit opérée à Chicoutimi, au Centre Georges-Vézina, sauf si un cas de force majeure, dûment constaté par les parties, oblige la tenue de parties à l'extérieur, auquel cas, telles parties devront obligatoirement être tenues dans la région du Saguenay.

## 13.- DROIT DE PREMIER REFUS

En tout temps et même lorsque le Vendeur sera complètement payé par l'Acheteur, ce dernier, s'il désire vendre à un tiers les actifs faisant l'objet de la présente convention ou encore s'il désire, de quelque façon que ce soit, mettre fin à ses activités commerciales, devra offrir préalablement au Vendeur ou, si ce dernier, devait, pour quelque raison que ce soit, mettre fin à ses activités, offrir à la Ville de Chicoutimi, tous les actifs faisant l'objet de la présente convention, aux prix et conditions ci-après stipulés.

Le prix de revente au Vendeur ou à la Ville, le cas échéant, est conventionnellement fixé à cent soixante mille dollars (160 000 $) et ce, quels que soient le moment ou les circonstances où tel droit est exercé.

En pareil cas, l'Acheteur devra aviser le Vendeur ou la Ville, le cas échéant, par poste certifiée, à sa dernière adresse connue, de son intention de vendre les actifs susdits ou encore de son intention de mettre fin à ses activités et le Vendeur ou la Ville, le cas échéant, aura alors un délai de soixante (60) jours pour signifier à l'Acheteur, par écrit et par poste certifiée, à sa dernière adresse connue, son intention de se prévaloir de son droit de rachat, aux conditions ci-haut stipulées.

## 14.- APPROBATION PAR L'ASSOCIATION DE HOCKEY JUNIOR MAJEUR DU QUÉBEC (1969) INC.

La présente convention de vente d'actifs est conditionnelle à l'approbation par l'Association de hockey junior majeur du Québec (1969) Inc. pour le transfert de la franchise du Club de hockey "Les Saguenéens" en faveur de l'Acheteur.

## 15.- CLAUSES GÉNÉRALES

**15.1** Dans la présente convention, le masculin comprend le féminin et le singulier comprend le pluriel et vice et versa.

**15.2** La présente convention lie les parties aux présentes, de même que leurs ayants droit.

**15.3** La nullité ou l'invalidité de l'une des clauses de la présente convention n'aura pas pour effet d'invalider toutes les autres clauses de la convention qui, par conséquent, conserveront leur plein effet.

**15.4** La renonciation par l'une des parties à l'exercice de l'une ou l'autre des clauses de la présente convention, de temps à autre, ne signifiera pas la renonciation ultérieure des droits découlant de ladite clause.

**15.5** Le présent contrat est intervenu à Chicoutimi, district de Chicoutimi.

**EN FOI DE QUOI, LES PARTIES ONT SIGNÉ À CHICOUTIMI, CE 28IEME JOUR D'OCTOBRE 1992**

**LE VENDEUR**

**Par:**

MONSIEUR ULRIC BLACKBURN, président.-

**L'ACHETEUR**

**Par:**

MONSIEUR YVON BOUCHARD.-

Annexe "A"

Liste des Actifs
Club de Hockey des Saguenéens
de la Ligue de Hockey Junior Majeur du Québec
En date du 1er Juillet 1992

| | | |
|---|---|---|
| **Inventaire** | | |
| Entrepôt (pièces d'équipements) | 12,500 $ | |
| Chambre des joueurs (équipements) | 17,500 $ | |
| Autres fournitures | 1,000 $ | |
| Papeterie et fournitures de bureau | 1,000 $ | |
| Sous-total inventaire | | 32,000 $ |
| **Mobilier et équipement** | | |
| Mobilier et équipement Bureau (administration) | 6,000 $ | |
| Equipement Salle de lavage | 2,500 $ | |
| Mobilier et équipement Bureau instructeur | 2,000 $ | |
| Mobilier et équipement Salle soigneur | 250 $ | |
| Mobilier et équipement Clinique | 4,500 $ | |
| Equipement de réparations Entrepôt | 2,000 $ | |
| Outillage | 500 $ | |
| Equipement et mobilier Chambre des joueurs | 1,000 $ | |
| Equipement salle de conditionnement (gymnase) | 3,250 $ | |
| Sous-total mobilier et équipement | | 22,000 $ |
| **Franchise** | | |
| Incluant droits d'opérations dans la L.H.J.M.Q., équité de l'équipe au sein de l'Association de Hockey Junior du Québec "1969" Inc, contrats et droits des joueurs et tout ce qu'implique l'opération de l'équipe des Saguenéens | | 106,000 $ |
| TOTAL DES ACTIFS AU 1er JUILLET 1992 | | 160,000 $ |

Les comptes à recevoir et les comptes à payer ne font pas partie de cette transaction.

# ADDENDUM À LA CONVENTION DE VENTE D'ACTIFS

**INTERVENUE ENTRE:**

**LA CORPORATION DE DÉVELOPPEMENT ÉCONOMIQUE DE CHICOUTIMI,**

Ci-après appelée: **"LE VENDEUR"**

**ET:**

**LA CORPORATION DE DÉVELOPPEMENT DE HOCKEY DE CHICOUTIMI INC.,**

Ci-après appelée: **"L'ACHETEUR "**

---

**ATTENDU:**

**QUE** le 28 octobre 1992, une convention de vente d'actifs est intervenue entre les parties ci-haut mentionnées;

**QU'IL** est opportun d'ajouter deux (2) clauses, avec effet rétroactif au 28 octobre 1992 ou au 1er juillet 1992, selon le cas;

**LES PARTIES CONVIENNENT CE QUI SUIT:**

## 1.- PRÉAMBULE

Le préambule qui précède fait partie intégrante du présent addendum.

## 2.- CONTRAT

Le présent addendum fait partie intégrante de la convention signée le 28 octobre 1992 entre le Vendeur et l'Acheteur.

**3.-** Le Vendeur accepte de se porter acquéreur pour la saison 1992-1993 de quatre-vingt-dix (90) billets saisonniers, soit cinquante-deux (52) billets de catégorie "A" et trente-huit (38) billets de catégorie "B", pour un montant de vingt-et-un mille trente dollars (21 030 $), comprenant les sommes dues au réseau "Réservatech" et totalisant mille cent quatre-vingt-dix-sept dollars (1 197 $).

**4.-**

Il est également convenu entre les parties qu'au cas de cessation des activités du Vendeur, pour quelque cause que ce soit, tous les droits et obligations du Vendeur contenus à la convention de vente d'actifs, seront dévolus à la Ville de Chicoutimi, laquelle, par la présente, accepte.

**EN FOI DE QUOI, LES PARTIES ONT SIGNÉ À CHICOUTIMI, CE 9IEME JOUR DE NOVEMBRE 1992**

**LE VENDEUR**

**Par:**

ULRIC BLACKBURN, président.-

**L'ACHETEUR**

**Par:**

MARC TREMBLAY, président.-

**VILLE DE CHICOUTIMI**

**Par:**

ULRIC BLACKBURN, maire.-

Annexe " F "

Liste des Actifs
Club de Hockey des Saguenéens
de la Ligue de Hockey Junior Majeur du Québec
En date du 1996

Inventaire

| | | |
|---|---|---|
| Entrepôt (pièces d'équipement) | 12,500 $ | |
| Chambre des joueurs (équipements) | 17,500 $ | |
| Autres fournitures | 1,000 $ | |
| Papeterie et fournitures de bureau | 1,000 $ | |
| Sous-total inventaire | | 32,000 $ |

Mobilier et équipement

| | | |
|---|---|---|
| Mobilier et équipement Bureau (administration) | 6,000 $ | |
| Équipement Salle de lavage | 2,500 $ | |
| Mobilier et équipement Bureau instructeur | 2,000 $ | |
| Mobilier et équipement Salle soigneur | 250 $ | |
| Mobilier et équipement Clinique | 4,500 $ | |
| Équipement de réparation Entrepôt | 2,000 $ | |
| Outillage | 500 $ | |
| Équipement et mobilier Chambre des joueurs | 1,000 $ | |
| Équipement salle de conditionnement (gymnase) | 3,250 $ | |
| Sous-total mobilier et équipement | | 22,000 $ |

Franchise

| | |
|---|---|
| Incluant droits d'opération dans la L.H.J.M.Q., équité de l'équipe au sein de l'Association de Hockey Junior du Québec "1969" Inc., contrats et droits des joueurs et tout ce qu'implique l'opération de l'équipe des Saguenéens | 106,000 $ |
| TOTAL DES ACTIFS AU | 160,000 $ |

# CONVENTION

**INTERVENUE ENTRE:**

**LA CORPORATION DE DÉVELOPPEMENT ÉCONOMIQUE DE CHICOUTIMI**, personne morale dûment constituée et ayant sa place d'affaires au 255, est, rue Racine, bureau 155, Chicoutimi, district de Chicoutimi, représentée aux présentes par M. Florian Pilote, dûment autorisé aux termes d'une résolution de son conseil d'administration en date du 25 septembre 1996, copie de ladite résolution étant jointe en annexe A;

ci-après appelée " PARTIE DE PREMIÈRE PART "

**ET:** **LA CORPORATION DE DÉVELOPPEMENT DE HOCKEY DE CHICOUTIMI INC.,** personne morale sans but lucratif légalement constituée et ayant son siège social au 643, rue Bégin, ville et district de Chicoutimi, représentée aux présentes par son président Monsieur Marc Tremblay, dûment autorisée par résolution de son conseil d'administration du 27 septembre 1996, copie de ladite résolution étant jointe en annexe B;

ci-après appelée " PARTIE DE DEUXIÈME PART "

**ET:** **ASSOCIATION DE HOCKEY JUNIOR DU QUÉBEC (1969) INC.,** personne morale dûment constituée, opérant la Ligue de hockey junior majeur du Québec (LHJMQ), ayant son siège social au 255, boul. Roland Therrien, bureau 101, Ville et district de Longueuil, représentée aux présentes par son président M. Gilles Courteau, dûment autorisé par résolution de son conseil d'administration en date du 26 septembre 1996, dont copie de ladite résolution étant jointe en annexe C à la présente;

ci-après appelée " INTERVENANTE "

**ATTENDU:**

QU'une convention de vente d'actifs est intervenue entre les parties de première et deuxième part le 28 octobre 1992, dont copie est jointe en annexe D à la présente;

QU'un addendum à cette convention annexe D est intervenu entre les parties de première et deuxième part le 9 novembre 1992, dont copie est jointe en annexe E à la présente;

QUE la partie de deuxième part a payé le prix de vente convenu à la convention du 28 octobre 1992 (annexe D) à la partie de première part;

QUE les parties veulent mettre à jour leur convention, clarifier et/ou modifier, le cas échéant, les droits et obligations respectifs en résultant;

**LES PARTIES CONVIENNENT DE CE QUI SUIT:**

## 1. PRÉAMBULE

Le préambule, la désignation des parties au contrat et des annexes y annoncées font partie intégrante de la présente convention.

## 2. OBJET

Les actifs ou biens visés par la présente convention sont ceux reliés à l'opération par la partie de deuxième part du club de hockey Les Saguenéens "Les Saguenéens de Chicoutimi" comprenant entre autre la franchise de l'intervenant Association de hockey junior majeur du Québec (1969) inc., ainsi que le mobilier et l'équipement reliés à l'opération de ladite franchise, le tout plus amplement décrit à l'annexe F jointe à la présente, pour valoir comme partie intégrante.

## 3. RESPONSABILITÉ ET RISQUE

Nonobstant le contenu du paragraphe précédent, il est entendu que la partie de deuxième part deviendra, à compter de la signature de la présente convention et ce, rétroactivement au 1er juillet 1992, responsable de toute perte, dommage, réclamation ou autres dettes reliés directement ou indirectement à l'opération de la franchise, pour tout événement postérieur au 1er juillet 1992.

## 4. FAIT ET CAUSE

Conséquemment, la partie de deuxième part s'engage par les présentes à prendre fait et cause pour la partie de première part en cas de toute poursuite dirigée contre cette dernière, pour les événements postérieurs au 1er juillet 1992;

## 5. OBLIGATIONS PARTICULIÈRES DE LA PARTIE DE DEUXIÈME PART

Pendant toute la durée de la présente entente, la partie de deuxième part s'oblige expressément et de façon impérative à :

**5.1** Ce que la franchise du club de hockey Les Saguenéens soit opérée à Chicoutimi, au Centre Georges-Vézina, sauf si un cas de force majeure, dûment constaté par les parties, oblige la tenue de parties à l'extérieur, auquel cas, telles parties devront obligatoirement être tenues dans la région du Saguenay;

**5.2** Entretenir à ses frais les actifs de sorte qu'ils demeurent en état de servir à l'usage auquel ils sont destinés;

**5.3** Ne poser aucun geste, ni commettre aucune infraction ou faute pouvant mettre en péril le maintien par elle de la franchise de l'intervenante Association de hockey junior majeur du Québec (1969) inc.;

**5.4** Permettre à tout représentant autorisé de la partie de première part et/ou de Ville de Chicoutimi d'inspecter les actifs en tout temps, pendant les heures normales d'affaires et permettre l'accès à ses bureaux, aux fins d'une telle inspection;

**5.5** À ne pas payer de frais de gestion à l'un ou l'autre des membres de la partie de première part, directement ou indirectement;

**5.6** Modifier, d'ici au 30 septembre 1996, ses statuts de constitution ou lettres patentes de manière :

a) À limiter ses activités à l'opération de la franchise L.H.J.M.Q. (Les Saguenéens) dans la Ville de Chicoutimi;

b) Advenant la dissolution ou la liquidation de la corporation, tout le reliquat de ses biens, une fois ses dettes acquittées, sera remis à Ville de Chicoutimi ou une corporation désignée par cette dernière,

et maintenir tels statuts de constitution ou lettres patentes modifiés et en fournir la preuve à Ville de Chicoutimi;

## 6. DÉFAUT DE LA PARTIE DE DEUXIÈME PART

La partie de deuxième part sera en défaut dans les cas suivants:

- Si elle fait faillite, par cession de ses biens ou par ordonnance de séquestre;
- Si elle procède par concordat, proposition en vertu de la Loi sur les arrangements avec ses créanciers ou autrement devient insolvable;
- Si elle fait l'objet d'une saisie ou autre procédure judiciaire ayant pour objet de bloquer ses opérations;
- Si ses dirigeants, à son égard, sont coupables de fraude ou autres délits ou si elle-même fait l'objet d'infraction pénale ou criminelle;
- Si elle fait défaut de se conformer à toutes et chacune des dispositions de la présente convention;
- S'il est mis fin prématurément à la convention de bail intervenue ce jour entre les parties relativement à la location du Centre Georges-Vézina ou si elle est en défaut au sens dudit bail.

## 7. CONSÉQUENCE DE DÉFAUT

En cas de défaut de la partie de deuxième part, la partie de première part et/ou Ville de Chicoutimi et/ou une corporation désignée par cette dernière pourra, sans avis ni délai

et sur paiement d'une somme de 160 000 $ à la partie de première part, reprendre possession des actifs cédés;

## 8. DURÉE ET EXISTENCE LIÉE À UN BAIL

La durée de la présente entente est la même que celle prévue à une convention de bail intervenue ce jour entre la partie de deuxième part et Ville de Chicoutimi relativement à la location du Centre Georges-Vézina, et ce tant en regard de sa durée que de son existence même.

Les parties reconnaissent en outre que ladite convention de bail précédemment mentionnée est elle-même liée à l'existence d'un bail entre Ville de Chicoutimi et 2958-5122 Québec inc. relativement aux aires de restauration et bar du Centre Georges-Vézina. Aussi, les parties acceptent que la fin de l'un de ces contrats, à terme ou prématurément, et sous réserves des droits de chacune des parties en telle circonstance, mettra fin à la présente de même qu'aux deux (2) baux susmentionnés;

## 9. DROIT DE PREMIER REFUS

En tout temps d'ici le terme de la présente et/ou du bail mentionné à l'article 8 précédemment ou à l'arrivée du terme du bail mentionné précédemment ou si la partie de deuxième part désire vendre à un tiers les actifs faisant l'objet de la présente convention ou encore si la partie de deuxième part désire, de quelque façon que ce soit, mettre fin à ses activités commerciales, la partie de deuxième part devra offrir préalablement à la partie de première part et/ou à Ville de Chicoutimi ou une corporation désignée par cette dernière tous les actifs faisant l'objet de la présente convention, aux prix et conditions ci-après stipulés.

Le prix de revente à la partie de première part ou à Ville de Chicoutimi est conventionnellement fixé à cent soixante mille dollars (160 000 $) et ce, quels que soient le moment ou les circonstances où tel droit est exercé.

En pareil cas, la partie de deuxième part devra aviser Ville de Chicoutimi par poste certifiée, à sa dernière adresse connue, de son intention de vendre les actifs susdits ou encore de son intention de mettre fin à ses activités et la partie de première part aura alors un délai de soixante (60) jours pour signifier à la partie de deuxième part, par écrit et par poste certifiée, à sa dernière adresse connue, son intention de se prévaloir de son droit de rachat, aux conditions ci-haut stipulées.

## 10. INTERVENTION DE L'ASSOCIATION DE HOCKEY JUNIOR MAJEUR DU QUÉBEC (1969) INC.

L'Association de hockey junior majeur du Québec (1969) inc. intervient aux présentes pour reconnaître les droits de reprise de possession (article 8 de la présente) et de premier refus (article 10 de la présente) de la partie de première part et/ou Ville de Chicoutimi et/ou une corporation désignée par cette dernière et d'obliger à donner suite à l'exercice de ses droits de manière à ce que, le cas échéant, le transfert de la franchise du club de hockey "Les Saguenéens" soit autorisé en faveur de la partie de première part et/ou Ville de Chicoutimi et/ou une corporation désignée par cette dernière;

**11. CLAUSES GÉNÉRALES**

**11.1** Dans la présente convention, le masculin comprend le féminin et le singulier comprend le pluriel et vice et versa;

**11.2** La présente convention lie les parties aux présentes, de même que leurs ayants droit;

**11.3** La nullité ou l'invalidité de l'une des clauses de la présente convention n'aura pas pour effet d'invalider toutes les autres clauses de la convention qui, par conséquent, conserveront leur plein effet;

**11.4** La renonciation par l'une des parties à l'exercice de l'une ou l'autre des clauses de la présente convention, de temps à autre, ne signifiera pas la renonciation ultérieure des droits découlant de ladite clause;

**11.5** Le présent contrat est intervenu à Chicoutimi, district de Chicoutimi.

**EN FOI DE QUOI, LES PARTIES ONT SIGNÉ À CHICOUTIMI,**
**CE 1996**

**PARTIE DE PREMIÈRE PART :** **CORPORATION DE DÉVELOPPEMENT ÉCONOMIQUE DE CHICOUTIMI**

Par: _____

**PARTIE DE DEUXIÈME PART :** **CORPORATION DE DÉVELOPPEMENT DE HOCKEY DE CHICOUTIMI INC.**

Par: _____

**L'INTERVENANTE :** **ASSOCIATION DE HOCKEY JUNIOR MAJEUR DU QUÉBEC (1969) INC.**

Par: _____

## 11. CLAUSES GÉNÉRALES

**11.1** Dans la présente convention, le masculin comprend le féminin et le singulier comprend le pluriel et vice et versa;

**11.2** La présente convention lie les parties aux présentes, de même que leurs ayants droit;

**11.3** La nullité ou l'invalidité de l'une des clauses de la présente convention n'aura pas pour effet d'invalider toutes les autres clauses de la convention qui, par conséquent, conserveront leur plein effet;

**11.4** La renonciation par l'une des parties à l'exercice de l'une ou l'autre des clauses de la présente convention, de temps à autre, ne signifiera pas la renonciation ultérieure des droits découlant de ladite clause;

**11.5** Le présent contrat est intervenu à Chicoutimi, district de Chicoutimi.

**EN FOI DE QUOI, LES PARTIES ONT SIGNÉ À CHICOUTIMI, CE 1996**

**PARTIE DE PREMIÈRE PART :** **CORPORATION DE DÉVELOPPEMENT ÉCONOMIQUE DE CHICOUTIMI**

Par: _____

**PARTIE DE DEUXIÈME PART :** **CORPORATION DE DÉVELOPPEMENT DE HOCKEY DE CHICOUTIMI INC.**

Par: _____

**L'INTERVENANTE :** **ASSOCIATION DE HOCKEY JUNIOR MAJEUR DU QUÉBEC (1969) INC.**

Par: Pouteau.

# CONTRAT D'EXERCICE DE DROIT DE RACHAT

CONCLU à Chicoutimi, province de Québec, en date du août 2000;

**ENTRE:** **VILLE DE CHICOUTIMI**, personne morale constituée en corporation municipale, ayant son siège social dans la Ville de Chicoutimi, ici représentée par Me Jean Tremblay et Me Hélène Savard, respectivement Maire et Greffière de ladite ville, dûment autorisés aux fins des présentes aux termes d'une résolution adoptée en séance régulière du conseil de Ville, tenue le XX juillet 2000, et dont copie est joint en annexe A;

Aussi ci-après appelée « **LA VILLE** »

**ET:** **CORPORATION DE DÉVELOPPEMENT DE HOCKEY DE CHICOUTIMI INC,** personne morale sans but lucratif légalement constituée ayant son siège social au 643, rue Bégin, ville et district de Chicoutimi, G7H 4N7, représentée aux présentes par son président Marc Tremblay, dûment autorisé par résolution de son conseil d'administration du XX juillet 2000, dont copie est jointe en annexe B;

Aussi ci-après appelée « **LA CORPORATION** »

**ATTENDU** qu'un droit de premier refus a été accordé à **LA VILLE** par **LA CORPORATION,** par convention de vente d'actifs intervenue le 27 septembre 1996 entre ce dernier, la Corporation de développement économique de Chicoutimi et **LA LHJMQ,** notamment dans le cas où « elle désire vendre à un tiers les actifs » acquis et décrits en annexe **C** aux présentes;

**ATTENDU** que **LA CORPORATION** a signifié par écrit à **LA VILLE** le 10 juillet 2000 son intention de vendre ces actifs et que **LA VILLE** a signifié par écrit le 17 juillet 2000 à **LA CORPORATION** son intention de se prévaloir de son droit de rachat;

**ATTENDU** que l'exercice du droit de rachat par **LA VILLE** implique une vente d'entreprise au sens des articles 1767 et suivants du Code civil du Québec et que les parties veulent s'y conformer, tout en tenant compte des conventions entre elles le 27 septembre 1996;

**ATTENDU** par ailleurs qu'une telle convention de vente d'entreprise aura pour effet de mettre non seulement fin à la convention de vente d'actifs du 27 septembre 1996 susmentionnée mais aussi aux conventions suivantes:

1-. Une convention de bail entre **LA CORPORATION** et **LA VILLE** datée du 27 septembre 1996 relativement à la location du Centre Georges Vézina;

2-. Une convention de bail entre **LA VILLE** et 2958-5122 Québec Inc en date du 27 septembre 1996 relativement aux aires de restauration et bar du Centre Georges Vézina;

**EN CONSÉQUENCE, LES PARTIES CONVIENNENT COMME SUIT:**

ARTICLE 1 **LES ATTENDUS**

1.1 Les ATTENDUS font partie intégrante des présentes;

ARTICLE 2 **EXERCICE DU DROIT DE RACHAT ET ABSENCE DE NOVATION**

2.1 Par la présente, **LA VILLE** exerce, avec le consentement de **LA CORPORATION**, le droit de rachat consentie par cette dernière selon les termes et conditions prévues à la convention de vente d'actifs intervenue le 27 septembre 1996;

2.2 Les droits et obligations contenues aux conventions du 27 septembre 1996 en cas d'exercice par **LA VILLE** de son droit de rachat, convenu en l'espèce, continuent à lier les parties étant entendu que la présente convention n'opère pas novation à l'égard de ces droits et obligations.

ARTICLE 3 **MODALITÉ DE PAIEMENT DU PRIX DE RACHAT**

3.1 **Modalités de paiement**

Le prix de rachat est payable en un seul versement, au moyen d'un chèque libellé à l'ordre de la personne désignée, en fidéicommis, après application le cas échéant, des articles 1768, 1769 et 1770 du Code civil du Québec.

ARTICLE 4 **EXACTITUDE DE LA DÉCLARATION SOUS SERMENT:**

4.1 *responsabilité de LA VILLE* - **LA CORPORATION** n'a aucun passif, dette ou obligation de quelque nature que ce soit, couru ou liquide, déterminé ou déterminable, relativement à l'entreprise, autre que ceux qui sont mentionnés à la déclaration sous serment, à l'égard desquels **LA VILLE** peut devenir responsable après la présente convention.

ARTICLE 5 **PERSONNE DÉSIGNÉE**

5.1 **Personne désignée - LA VILLE** et **LA CORPORATION** donnent par les présentes mandat à Me André Lessard d'agir à titre de personne désignée au sens de l'article 1773 Code civil du Québec, pour i) recevoir de **LA VILLE** le prix de rachat et le détenir, ii) procéder à la préparation du bordereau de distribution et à son envoi aux créanciers de **LA CORPORATION** et iii) procéder à la distribution du prix de rachat aux créanciers ou, le cas échéant, à **LA CORPORATION**, conformément à l'article 1774 du Code civil du Québec.

ARTICLE 6 **DISPOSITIONS RELATIVES A LA VENTE D'ENTREPRISE**

6.1 **Vente d'entreprise - LA CORPORATION** et **LA VILLE** reconnaissent que la transaction décrite à ce contrat constitue une vente d'entreprise au sens des articles 1767

et suivants du Code civil du Québec et conviennent, sous réserve de ce qui suit, de se conformer aux dispositions applicables à cet égard.

6.2 **Déclaration sous serment** - Simultanément à la signature de ce contrat, **LA CORPORATION** livre à **LA VILLE** la déclaration sous serment de son président contenant les nom et adresse de tous les créanciers de **LA CORPORATION** à la date de la clôture, le montant et la nature de chacune de leurs créances et ce qui reste à échoir, ainsi que les sûretés qui s'y attachent; copie de ladite déclaration sous serment est jointe à titre d'annexe **D**.

## ARTICLE 7 OBLIGATIONS DE LA VILLE QUANT AUX TAXES

7.1 **Obligations de LA VILLE quant aux taxes** - La taxe de vente et la taxe sur les produits et services, s'il en est, affectant les éléments d'actif faisant l'objet de la vente aux termes de ce contrat seront acquittées par **LA VILLE** et les autres taxes (taxe locative, taxe d'eau, taxe d'affaire,etc.) devant normalement être assumées par **LA VILLE**, s'il en est, seront sa responsabilité à compter de la date de la clôture.

7.2 **Numéro d'enregistrement pour les fins de la "TPS" et de la "TVQ" - LA CORPORATION** et **LA VILLE** se représentent et garantissent réciproquement que leurs numéros d'enregistrement respectifs aux fins de la taxe de vente (Québec) et de la taxe sur les produits et services (fédéral) sont les suivants:

| | | |
|---|---|---|
| **7.2.1** | pour **LA CORPORATION** | TPS -<br>TVQ - |
| **7.2.2** | pour **LA VILLE** | TPS -<br>TVQ - |

## ARTICLE 8 HONORAIRES ET FRAIS

8.1 sauf si expressément prévu au contraire à ce contrat, chaque partie assumera ses propres dépenses et frais (y compris, sans restriction les honoraires et déboursés des conseillers juridiques, comptables, financiers et autres consultants retenus par telle partie) se rapportant à cette convention et à l'exécution de ce qui y est prévu.

**EN FOI DE QUOI**, les parties ont signé ce contrat à CHICOUTIMI, le 11 août 2000.

**VILLE DE CHICOUTIMI**

Par: _____
**Me Jean Tremblay, Maire**

Par: _____
**Me Hélène Savard, Greffière**

**CORPORATION DE DÉVELOPPEMENT DE HOCHEY DE CHICOUTIMI INC.**

Par: _____
**Marc Tremblay, Président**

## LISTE DES ANNEXES

**Annexe A:** Résolution du **Conseil Municipal de Ville de Chicoutimi** adoptée le juillet 2000

**Annexe B:** Résolution de la **Corporation de Développement de Hockey de Chicoutimi Inc.** adoptée le juillet 2000.

**Annexe C:** Description des actifs de **LA CORPORATION** et ventilation.

**Annexe D:** Déclaration assermentée de **LA CORPORATION.**

VILLE DE CHICOUTIMI

Le mouvement de la rivière fait la joie de la ville

Hôtel de Ville
Service du greffe

201, Racine Est
C.P. 129, Chicoutimi
(Québec) G7H 5B8

**Extrait du procès-verbal de la séance spéciale du conseil de Ville de Chicoutimi, tenue le 26 juillet 2000**

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**00-1554 - Droit de rachat – Corporation de développement de hockey de Chicoutimi inc.**

Il est proposé par le conseiller Jacques Cleary,
Appuyé par le conseiller Carl Savard,

Que Ville de Chicoutimi exerce son droit de rachat tel que prévu à la convention intervenue le 27 septembre 1996 entre la Corporation de développement économique de Chicoutimi et la Corporation de développement de hockey de Chicoutimi inc.

Que mandat soit et est donné au procureur au dossier Me Serge Simard de signifier cette décision à qui de droit.

ADOPTÉE À L'UNANIMITÉ.

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**ADOPTÉE:**

**COPIE CONFORME:**

Greffière Ville de Chicoutimi

Greffier adjoint Ville de ~~Chicoutimi~~

IC-16580

VILLE DE CHICOUTIMI

Hôtel de Ville
Service du greffe

201, Racine Est
C.P. 129, Chicoutimi
(Québec) G7H 5B8

**Extrait du procès-verbal de la séance spéciale du conseil de Ville de Chicoutimi, tenue le 26 juillet 2000**

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**00-1555 - Convention de vente d'entreprise – Corporation de développement de hockey de Chicoutimi inc.**

Il est proposé par le conseiller Florian Pilote,
Appuyé par le conseiller Jacques Bouchard,

D'AUTORISER M. le maire ou le maire suppléant en office ainsi que la greffière ou le greffier adjoint à signer, pour et au nom de Ville de Chicoutimi, une convention de vente d'entreprise avec la Corporation de développement de hockey de Chicoutimi inc., attendu que par cette convention Ville de Chicoutimi exerce le droit de rachat que lui a consenti la Corporation de développement de hockey de Chicoutimi inc. par contrat intervenu le 27 septembre 1996.

QUE mandat soit et est donné à Me André Lessard, notaire d'agir comme « personne désignée » à la convention au sens de l'article 1773 du Code civil du Québec.

QUE Mme Rina Zampieri, c.a., directrice des Services financiers, soit et est autorisée à procéder au paiement d'une somme de 160 000 $, plus TPS et TVQ si applicable, à l'ordre de Me André Lessard en fidéicommis, en paiement du prix de vente.

Additionnellement, que mandat soit et est donné à M. le maire Jean Tremblay de refuser toute demande de modification à la convention qui s'avérerait substantielle, attendu qu'advenant une telle demande, lesdites modifications seront soumises au Conseil de Ville pour approbation.

Cette dépense de l'ordre de 160 000 $, plus TPS et TVQ si applicables, figurera aux postes budgétaires suivants :

| Poste comptable | Description | Montant |
|---|---|---|
| 050000-000-0540001 | Engagement par réserve de fonds - politique culturelle | 60 000 $ |
| 050000-000-0599205 | Vente de terrain - parc industriel | 60 000 $ |
| 050000-000-0599101 | Surplus accumulé | 26 700 $ |
| Divers comptes 111 | Masse salariale non utilisée | 13 300 $ |
| | | plus les taxes applicables s'il y a lieu |

ADOPTÉE À L'UNANIMITÉ.

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**ADOPTÉE:**

**COPIE CONFORME:**

Greffière Ville de Chicoutimi

Greffier adjoint Ville de Chicoutimi

C A N A D A
PROVINCE DE QUÉBEC
DISTRICT DE CHICOUTIMI

RÉSOLUTION DES ADMINISTRATEURS DE

# LA CORPORATION DE DÉVELOPPEMENT DE HOCKEY DE CHICOUTIMI INC.

LE 11 AOÛT 2000

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**IL EST RÉSOLU :**

Que la CORPORATION signe un contrat d'exercice de droit de rachat avec la Ville de Chicoutimi selon les termes, clauses et conditions d'un contrat préparé à cet effet par Me Serge SIMARD et proposé au procureur de la CORPORATION le 10 août 2000.

Que M. Marc TREMBLAY soit autorisé à signer ce contrat pour et au nom de la CORPORATION.

Que la CORPORATION soit de plus autorisée à signer une convention additionnelle avec la Ville de Chicoutimi relativement aux contestations des sanctions à elle imposées par la L.H.J.M.Q. et à la contestation de l'action intentée par Christian LARUE selon les termes d'une convention préparée par Me Serge SIMARD et soumis au procureur de la CORPORATION le 10 août 2000.

Que M. Marc TREMBLAY soit autorisé à signer cette dernière convention pour et au nom de la CORPORATION.

**INSERTION DANS LE LIVRE**

**IL EST RÉSOLU :**

De conserver un exemplaire des résolutions énoncées ci-dessus dans le livre de la CORPORATION, conformément à l'article 123.96 de la *Loi sur les compagnies*.

**VALIDITÉ**

Nous, soussignés, étant les administrateurs de la CORPORATION habiles à voter, apposons notre signature sur ces résolutions aux fins de leur conférer la même valeur que si elles avaient été adoptées au cours d'une assemblée du conseil d'administration de la CORPORATION conformément aux dispositions de la *Loi sur les compagnies du Québec*.

**ADOPTÉES ET SIGNÉES À CHICOUTIMI, le 11 août 2000**

**Marc TREMBLAY, président**

**Gilles CÔTÉ, secrétaire**

ET/cbi
T24917.res

**Annexe « C »**

**Inventaire**
(Selon inventaire en cours, sous réserve des droits de 2958-5122 Québec Inc. pour le surplus)

| | | |
|---|---|---|
| - | Entrepôt (pièces d'équipement) : | 12,500.00 $ |
| - | Chambre des joueurs (équipements) : | 17,500.00 $ |
| - | Autres fournitures : | 1,000.00 $ |
| - | Papeterie et fournitures de bureau : | 1,000.00 $ |
| - | Sous-total inventaire : | **32,000.00 $** |

**Mobilier et équipement**
(Selon inventaire en cours, sous réserve des droits de 2958-5122 Québec Inc., pour le surplus)

| | | |
|---|---|---|
| - | Mobilier et équipement de Bureau (administration) : | 6,000.00 $ |
| - | Équipement Salle de lavage : | 2,500.00 $ |
| - | Mobilier et équipement de Bureau instructeur : | 2,000.00 $ |
| - | Mobilier et équipement Salle soigneur : | 250.00 $ |
| - | Mobilier et équipement Clinique : | 4,500.00 $ |
| - | Équipement de réparation Entrepôt : | 2,000.00 $ |
| - | Outillage : | 500.00 $ |
| - | Équipement et mobilier Chambre des joueurs : | 1,000.00 $ |
| - | Équipement Salle de conditionnement (gymnase) : | 3,250.00 $ |
| - | Sous-total mobilier et équipement : | **22,000.00 $** |

**Franchise**

| | | |
|---|---|---|
| - | Incluant droits d'opération dans la L.H.J.M.Q., équité de l'équipe au sein de l'Association de Hockey Junior du Québec (1969) Inc., contrats et droits des joueurs et tout ce qu'implique l'opération de l'équipe des Saguenéens : | **106,000.00 $** |

**TOTAL DES ACTIFS** **160,000.00 $**

# AFFIDAVIT

Je, soussigné, **Marc TREMBLAY**, homme d'affaires, domicilié et résidant au 3051, rue St-Georges, Ville de Jonquière, Province de Québec, G7S 4N5, fais la déclaration solennelle suivante :

1. Je suis le président de la Corporation de Développement de Hockey de Chicoutimi Inc.

2. La Corporation de Développement de Hockey de Chicoutimi Inc. est endettée d'un montant de 519,000.00 $ envers 2958-5122 Québec Inc. ayant son siège au 1025, boul. Talbot, Ville de Chicoutimi, Province de Québec, cette créance étant non-garantie.

3. Par ailleurs, la Corporation de Développement de Hockey de Chicoutimi Inc. conteste les réclamations des personnes suivantes qu'elle considère litigieuses :

| NOM | ADRESSE | NATURE DE LA CRÉANCE | MONTANT DE LA CRÉANCE |
|---|---|---|---|
| Christian Larue | 880, avenue des Diamants<br>Appartement 403<br>CHARLESBOURG (QC) | Non-garantie | 54,538.00 $ |
| Mario Richer | a/s de Legault Roy, avocats<br>85, rue Bellehumeur<br>Bureau 260<br>GATINEAU (QC)<br>J8T 8B7 | Non-garantie | 10,180.00 $ |
| Association de Hockey Junior Majeur du Québec | 255, boul. Roland-Therrien<br>Bureau 101<br>LONGUEUIL (QC)<br>J4H 4A6 | Non-garantie | 150,000.00 $ |

**EN FOI DE QUOI J'AI SIGNÉ À CHICOUTIMI, le 11 août 2000**

**Marc TREMBLAY**

ASSERMENTÉ DEVANT MOI À
**CHICOUTIMI, le 11 août 2000**

Commissaire à l'assermentation
pour le district de Chicoutimi

Commissaire à l'assermentation
Caroline Bissonnette
128 312
Tous les districts de Chicoutimi

ET/cbi
T21917.aff

N° : 200-06-000258-238

PROVINCE DE QUÉBEC
COUR SUPÉRIEURE
DISTRICT DE QUÉBEC
LOCALITÉ DE QUÉBEC

**CARL LATULIPPE**

Demandeur

c.

**LIGUE CANADIENNE DE HOCKEY**

-et-

***AL.***

Défenderesses

10882/335826.00001 **BF1347**
CASIER DE COUR N$^{O}$ 133

PIÈCE PA-1

ORIGINAL

**Fasken Martineau DuMoulin S.E.N.C.R.L., s.r.l.**
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PIÈCE
PA-2

# CONSTITUTION

# OF THE CANADIAN HOCKEY LEAGUE

# CONSTITUTION

# DE LA LIGUE CANADIENNE DE HOCKEY

**OCTOBER 5, 2017**

**5 OCTOBRE 2017**

THIS CONSTITUTION, a unanimous member agreement, is made as of October 5, 2017 between all of the voting members of the Canadian Hockey League (the "CHL"), being each original member club listed on Exhibit A (each, an "Original Member Club"), each other individual, corporation, partnership, trust, unincorporated organization or other entity which after the date hereof becomes a member of the CHL pursuant to the terms hereof and executes and delivers a counterpart hereto (the "Future Member Clubs" and, together with the Original Member Clubs, collectively, the "Member Clubs"), and the non-voting members of the CHL, being the Ontario Major Junior Hockey League, doing business as the Ontario Hockey League, the Québec Major Junior Hockey League Inc. and the Western Hockey League (collectively, the "Regional Leagues", and together with the Member Clubs, the "members") and the CHL.

LA PRÉSENTE CONSTITUTION est une convention unanime des membres conclue le 5 octobre 2017 entre tous les membres votants de la Ligue canadienne de hockey (la « LCH »), soit chaque équipe membre fondatrice qui figure à l'annexe A (chacune, une « équipe membre fondatrice »), et autre personne physique ou morale, société de personnes, fiducie, organisation non constituée en personne morale ou autre entité qui, après la date des présentes, devient membre de la LCH conformément aux modalités des présentes et signe et remet un exemplaire des présentes (les « futures équipes membres » et, avec les équipes membres fondatrices, collectivement, les « équipes membres »), les membres non votants de la LCH, soit la Ligue de hockey junior majeur de l'Ontario, faisant affaire sous la dénomination de Ligue de hockey de l'Ontario, la Ligue de hockey junior majeur du Québec inc. et la Western Hockey League (collectivement, les « ligues régionales », et, avec les équipes membres, les « membres ») et la LCH.

WHEREAS the CHL is governed by the Act;

ATTENDU QUE la LCH est régie par la Loi;

AND WHEREAS the members, acting under authority contained in the Act, have agreed to enter into this Constitution so as to restrict, in part, the powers of the Directors to manage, or supervise the management of, the activities, business and affairs of the CHL and to provide that, to the extent that this Constitution restricts the powers of the Directors to manage, or supervise the management of, the activities, business and affairs of the CHL, the members shall assume such powers and thereby relieve such Directors of such rights, powers, duties and liabilities to the fullest extent permitted by the Act;

ET ATTENDU QUE les membres, agissant sous l'autorité de la Loi, ont convenu d'adopter la présente constitution de manière à limiter, en partie, les pouvoirs des administrateurs de gérer ou de superviser la gestion des activités et des affaires de la LCH et à prévoir que, dans la mesure où la présente constitution restreint les pouvoirs des administrateurs de gérer ou de superviser la gestion des activités et des affaires de la LCH, les membres assument ces pouvoirs, libérant ainsi ces administrateurs de ces droits, pouvoirs, obligations et responsabilités dans toute la mesure permise par la Loi;

NOW THEREFORE THIS CONSTITUTION WITNESSES as follows:

EN CONSÉQUENCE, LA PRÉSENTE CONSTITUTION TÉMOIGNE de ce qui suit:

**ARTICLE 1**
**Definitions**

**1.1** For purposes of this Constitution:

***"Act"*** means the *Canada Not-for-profit Corporations Act.*

"**Board of Directors**" means the board of directors of the CHL.

"**CHL**" means the Canadian Hockey League / Ligue canadienne de hockey.

"**CHL By-laws**" means the by-laws of the CHL pursuant to the Act.

"**CHL Hockey**" has the meaning set out in Section 3.2(1).

"**CHL Meeting**" means a meeting of the Principal Owners of the Member Clubs.

"**CHL Mission**" has the meaning set out in Section 3.1.

"**CHL Promotions**" has the meaning set out in Section 19.1.

"**CHL Regulations**" means regulations of the CHL which shall be approved from time to time by Majority Vote and which shall set out regulations in respect of the matters referred to in Section 24.3.

"**CHL Top Prospects Game**" has the meaning set out in Section 13.2.

"**Confidential Information**" has the meaning set out in Section 25.10.

"**Directors**" means the directors of the CHL.

"**Executive Council**" has the meaning set out in Section 8.1.

"**Future Member Club**" has the meaning set out in the preamble to this Constitution.

**ARTICLE 1**
**Définitions**

**1.1** *Aux fins de la présente constitution :*

« **administrateurs** » désigne les directeurs de la LCH.

« **assemblée de la LCH** » désigne une assemblée des principaux propriétaires des équipes membres.

« **championnat international de hockey** » a le sens qui lui est attribué à l'article 13.1.

« **conseil d'administration** » désigne le conseil d'administration de la LCH.

« **conseil exécutif** » a le sens qui lui est attribué à l'article 8.1.

« **Coupe Memorial** » désigne le tournoi annuel ou la série de parties communément appelé la Coupe Memorial.

« **décisions majeures** » a le sens qui lui est attribué à l'article 5.6.

« **équipe membre fondatrice** » a le sens qui lui est attribué dans le préambule de la présente constitution.

« **équipe membre** » a le sens qui lui est attribué dans le préambule de la présente constitution.

« **future équipe membre** » a le sens qui lui est attribué dans le préambule de la présente constitution.

« **hockey de la LCH** » a le sens qui lui est attribué au paragraphe 3.2(1).

« **joueurs** » a le sens qui lui est attribué au paragraphe 3.2(3).

« **LCH** » désigne la ligne canadienne de hockey / Canadian Hockey League.

« **ligues régionales** » a le sens qui lui est attribué dans le préambule de la

"**International Hockey Series**" has the meaning set out in Section 13.1.

"**Major Decisions**" has the meaning set out in Section 5.6.

"**Majority Vote**" has the meaning set out in Section 10.4(1).

"**Member**" has the meaning set out in the preamble to this Constitution.

"**Member Club**" has the meaning set out in the preamble to this Constitution.

"**Memorial Cup**" means the annual playoff tournament or series of games known as the Memorial Cup.

"**Named Person**" has the meaning set out in Section 9.4(2).

"**Original Member Club**" has the meaning set out in the preamble to this Constitution.

"**Players**" has the meaning set out in Section 3.2(3).

"**President**" means the President of the CHL.

"**Principal Owner**" means, in respect of a Member Club, the individual who has the largest direct or indirect equity interest in such Member Club or, for Member Clubs structured as partnerships or similar entities, the individual who possesses direct or indirect control of such Member Club (whether as general partner, manager or otherwise).

"**Regional Leagues**" has the meaning set out in the preamble to this Constitution.

"**Supermajority Vote**" has the meaning set out in Section 10.4(2).

"**Transfer**" has the meaning set out in présente constitution.

« **Loi** » désigne la Loi canadienne sur les organisations à but non lucratif.

« **matchs des meilleurs espoirs de la LCH** » a le sens qui lui est attribué à l'article 13.2.

« **membre** » a le sens qui lui est attribué dans le préambule de la présente constitution.

« **mission de la LCH** » a le sens qui lui est attribué à l'article 3.1.

« **personne nommément désignée** » a le sens qui lui est attribué au paragraphe 9.4(2).

« **président** » désigne le président de la LCH.

« **Promotions LCH** » a le sens qui lui est attribué à l'article 19.1.

« **propriétaire principal** » désigne, à l'égard d'une équipe membre, la personne qui possède la plus importante participation directe ou indirecte dans cette équipe membre ou, en ce qui concerne les équipes membres constituées sous forme de sociétés de personnes ou d'entités semblables, la personne qui possède le contrôle direct ou indirect de cette équipe membre (à titre de gérant, de gestionnaire ou autrement).

« **règlements administratifs de la LCH** » désigne les règlements administratifs de la LCH aux termes de la Loi.

« **règlements de la LCH** » désigne les règlements de la LCH qui sont approuvés à l'occasion par un vote à la majorité et qui réglementent les questions dont il est fait mention à l'article 24.3.

« **renseignements confidentiels** » a le sens qui lui est attribué à l'article

Section 4.4.

25.10.

« **transfert** » a le sens qui lui est attribué à l'article 4.4.

« **vote à la majorité qualifiée** » a le sens qui lui est attribué au paragraphe 10.4(2).

« **vote à la majorité** » a le sens qui lui est attribué au paragraphe 10.4(1).

**ARTICLE 2**
**Name**

**2.1** This corporation shall be called the Canadian Hockey League.

**ARTICLE 2**
**Dénomination**

**2.1** La présente organisation porte la dénomination de Ligue canadienne de hockey**.**

**ARTICLE 3**
**Mission**

**3.1** The mission of the CHL is to provide the best amateur junior age hockey Players with highest-quality skills development and training, participation in hockey competition on a regional and national basis, academic and player support services, funding for higher education, and access to professional hockey opportunities (the "CHL Mission").

**3.2** To further the CHL Mission, the CHL is organized to:

(1) Promote and foster the success of high-quality amateur hockey competition among the Member Clubs, including with respect to Member Clubs located in remote or small communities ("CHL Hockey"); and

(2) Promote and foster the success and development of the Regional Leagues, of which the

**ARTICLE 3**
**Mission**

**3.1** La LCH a pour mission d'offrir aux meilleurs joueurs de hockey amateur d'âge junior un programme de développement des habiletés et d'entraînement de qualité optimale, de leur permettre de participer à des compétitions de hockey régionales et nationales, de leur offrir des services de soutien scolaire et d'aide au joueur, du financement pour l'éducation postsecondaire et des possibilités d'accès au hockey professionnel (la « mission de la LCH »).

**3.2** Afin de soutenir la mission de la LCH, la LCH est structurée dans le but de :

(1) Promouvoir et de favoriser la réussite d'une compétition de hockey amateur de grande qualité entre les équipes membres, y compris en ce qui concerne les équipes membres situées dans des collectivités éloignées ou de petites collectivités (le « hockey de la LCH »); et

(2) Promouvoir et favoriser le succès et le développement des ligues régionales, dont les

Member Clubs are also members;

(3) Ensure that the hockey players of Member Clubs (collectively, the "Players") are provided with a safe and high-quality environment that ensures that they develop as exceptional students and athletes; and

(4) Ensure that prospective Players have unsurpassed access to professional hockey opportunities through fair and respectful draft processes.

**3.3** All actions of the CHL shall be in furtherance of the CHL Mission.

**3.4** Consistent with the CHL Mission, the following are and shall continue to be set out as the purposes of the CHL in its Articles of Incorporation pursuant to the Act:

(1) To support and encourage the growth of the sport of hockey in Canada;

(2) To organize and operate a series of hockey related activities including tournaments and special events;

(3) To present the game of hockey in a manner that the public may be assured of high standards of skill and fair play, integrity and good sportsmanship; and

(4) To undertake and carry on such other activities as may be incidental or complimentary to, or which may conveniently be carried on in conjunction with, or may be desirable to achieve

équipes membres sont également membres;

(3) Veiller à ce que les joueurs de hockey des équipes membres (collectivement, les « joueurs ») soient placés dans un environnement sécuritaire et de haute qualité, propice à leur développement en tant qu'étudiants et athlètes d'exception;

(4) Veiller à ce que les joueurs prometteurs aient des possibilités d'accès inégalées au hockey professionnel, par le biais de processus de repêchage équitables et respectueux.

**3.3** Toutes les mesures de la LCH doivent servir à la poursuite de la mission de la LCH.

**3.4** Conformément à la mission de la LCH, les dispositions suivantes sont et continueront d'être énoncées comme étant les objectifs de la LCH selon ses statuts constitutifs en vertu de la Loi :

(1) Soutenir et encourager la croissance du sport qu'est le hockey au Canada;

(2) Organiser et diriger une série d'activités liées au hockey, y compris des tournois et des événements spéciaux;

(3) Présenter le hockey de façon à ce que le public puisse être assuré d'un haut niveau de compétence et d'équité, d'intégrité et de bon esprit sportif;

(4) Entreprendre et mener à bien d'autres activités accessoires ou complémentaires, ou qui peuvent aisément être menées conjointement, ou être souhaitables dans la réalisation

any or all of the foregoing objects.

**3.5** Notwithstanding anything else to the contrary herein, the CHL has been established exclusively for non-for-profit purposes, and will at all times be operated exclusively for not-for-profit purposes.

## ARTICLE 4
## Membership

**4.1** Membership in the CHL shall include each original Member Club listed in Exhibit A, such Future Member Clubs as may be hereafter duly granted membership and each Regional League.

**4.2** Each Member Club shall be and remain a member in good standing of a Regional League.

**4.3** Any new Member Club of a Regional League shall be granted membership in the CHL subject to:

(1) The agreement of the prospective Member Club to be bound by this Constitution and the CHL Regulations by executing and delivering a counterpart hereto;

(2) Supermajority Vote;

(3) The payment of such contribution as may be required by the Board of Directors, provided, however, that no contribution required by the Board of Directors may be greater than $100,000 and no such contribution may be required in the event of a transfer of membership under Section 4.4; and

(4) Entering into such agreements

de l'un ou de l'ensemble des objectifs susmentionnés.

**3.5** Nonobstant toute autre disposition contraire des présentes, la LCH a été constituée uniquement à des fins non lucratives, et sera à tout moment exploitée exclusivement à des fins non lucratives.

## ARTICLE 4
## Adhésion

**4.1** La LCH est composée de chacune des équipes membres fondatrices qui figurent à l'annexe A, ainsi que de toute future équipe membre dont la demande d'adhésion pourrait être dûment acquiescée conformément aux présentes et de chaque ligue régionale.

**4.2** Chaque équipe membre doit être et demeurer membre en règle d'une ligue régionale.

**4.3** Il sera acquiescé à la demande d'adhésion à la LCH de toute nouvelle équipe membre d'une ligue régionale, à condition :

(1) Que l'entente avec l'équipe membre potentielle respecte la présente constitution et les règlements de la LCH par la signature et la remise d'un exemplaire des présentes;

(2) Que soit tenu un vote à la majorité qualifiée;

(3) Que soit payée la contribution qui pourrait être exigée par le conseil d'administration, étant entendu toutefois qu'aucune contribution exigée par le conseil d'administration ne soit supérieure à 100 000 $ et qu'une telle contribution ne sera pas exigée dans le cas d'un transfert de l'adhésion, tel qu'il est décrit à l'article 4.4;

(4) Que l'équipe en question

and taking such other actions as the Board of Directors may from time to time require.

accepte de conclure des ententes et de prendre d'autres mesures sur demande du conseil d'administration à l'occasion.

**4.4** Neither CHL membership nor any direct or indirect interest in a Member Club, is transferable, whether by sale, assignment, amalgamation or otherwise, and no direct or indirect interest in a CHL membership interest or in a Member Club shall be pledged as security, in whole or in part, (in each case, a "Transfer") unless all of the following criteria are met:

**4.4** Ni l'adhésion à la LCH, ni toute participation directe ou indirecte dans une équipe membre, ne peuvent être transférées, que ce soit par le biais d'une vente, d'une cession, d'une fusion ou autrement, et aucune participation directe ou indirecte dans l'adhésion à la LCH ou dans une équipe membre ne peut être donnée en garantie, en totalité ou en partie (dans chaque cas, un « transfert »), à moins que les critères suivants ne soient respectés :

(1) The applicable Regional League, of which the Member Club is a member, approves the Transfer in writing;

(1) La ligue régionale visée, dont l'équipe membre est membre, approuve le transfert par écrit;

(2) The new owner (or pledgee if applicable) agrees through an acknowledgement in writing, that the Member Club shall continue to be bound by this Constitution and the CHL Regulations;

(2) Le nouveau propriétaire (ou créancier gagiste, le cas échéant) s'engage par écrit à ce que l'équipe membre continue d'être liée par la présente constitution et les règlements de la LCH;

(3) The applicable Member Club reimburses the CHL for all legal, accounting, and other costs associated with the Transfer; and

(3) L'équipe membre visée rembourse à la LCH tous les frais juridiques, comptables et autres en lien avec le transfert;

(4) The Transfer is approved by the Board of Directors;

(4) Le transfert est approuvé par le conseil d'administration;

provided that this Section 4.4 does not apply to a Transfer of a direct or indirect ownership interest in a Member Club in which (i) the Transfer of an ownership interest comprises 49% or less of the equity interests of the Member Club; (ii) the Transfer does not result in any person other than the Principal Owner having de jure and de facto control of the Member Club; and (iii) the Transfer is approved by the applicable Regional League.

étant entendu que le présent article 4.4 ne s'applique pas à un transfert direct ou indirect de participation dans une équipe membre dans laquelle (i) le transfert d'une participation représente 49 % ou moins des participations dans l'équipe membre; (ii) le transfert ne fait pas en sorte qu'une personne autre que le propriétaire principal assume le contrôle de droit et de fait de l'équipe membre; et (iii) le transfert est

**4.5** A Member Club may voluntarily terminate its membership in the CHL by:

(1) Transferring its membership in full compliance with Section 4.4; or

(2) Providing written notice to the President and Board of Directors in accordance with Article 22, fulfilling all outstanding obligations to the CHL, and relinquishing all rights inuring from CHL membership, including any interests in the CHL and its intellectual and other property, and any interests in CHL Promotions; provided that, in the event that more than 50% of the Member Clubs from a Regional League so terminate their membership in the CHL within a 12-month period, the applicable Regional League shall be deemed to have terminated its membership in the CHL as well.

**4.6** Upon the recommendation of the Board of Directors and a Supermajority Vote, a Member Club may be expelled from the CHL. The Board of Directors may recommend expulsion when, in its judgment, a Member Club has failed to abide by this Constitution or the CHL Regulations, or has engaged in conduct significantly detrimental to CHL Hockey or the CHL Mission.

**4.7** Membership in the CHL shall be automatically terminated whenever:

(1) A Member Club ceases to be a member in good standing of a

approuvé par la ligue régionale visée.

**4.5** Une équipe membre peut décider volontairement de mettre fin à son adhésion à la LCH :

(1) En transférant son adhésion en pleine conformité avec l'article 4.4; ou

(2) En avisant par écrit le président et le conseil d'administration conformément à l'article 22, en respectant toutes ses obligations en cours envers la LCH et en renonçant à tous les droits découlant de l'adhésion à la LCH, notamment toute participation dans la LCH et sa propriété intellectuelle ou autre propriété, et toute participation dans Promotions LCH; étant entendu que, dans l'éventualité où plus de 50 % des équipes membres d'une ligue régionale mettent ainsi fin à leur adhésion à la LCH au cours d'une période de 12 mois, la ligue régionale visée sera réputée avoir elle aussi mis fin à son adhésion à la LCH.

**4.6** Sur la recommandation du conseil d'administration et à la suite d'un vote à la majorité qualifiée, une équipe membre peut être exclue de la LCH. Le conseil d'administration peut recommander l'exclusion quand, selon son jugement, une équipe membre n'a pas respecté la présente constitution ou les règlements de la LCH, ou a adopté un comportement préjudiciable au hockey de la LCH ou à la mission de la LCH.

**4.7** L'adhésion à la LCH sera automatiquement révoquée advenant ce qui suit :

(1) Une équipe membre cesse d'être un membre en règle d'une ligue

Regional League; or

(2) A Member Club is declared bankrupt or insolvent, makes an assignment for the benefit of creditors, has a receiving order made against it, takes steps to voluntarily dissolve or wind-up, becomes subject to a requirement of a court of competent jurisdiction to be wound-up, or becomes subject to an order under the laws of any jurisdiction requiring its status as a Member Club to be transferred, charged, encumbered, attached, seized or sold.

**4.8** Except for ownership interests in existence on the date hereof, no owner of a Member Club may own a direct or indirect interest in any other Member Club, and no Member Club shall have more than 20 direct or indirect beneficial owners, save and except for the following:

(1) a municipality owning an interest in a Member Club shall be deemed to be one beneficial owner of such Member Club;

(2) a corporation, the shares of which are listed and posted for trading on a recognized stock exchange, owning an interest in a Member Club shall be deemed to be one beneficial owner of such Member Club; and

(3) "related persons" (as such term is defined in the *Income Tax Act* (Canada)) owning an interest in a Member Club shall be deemed to be one beneficial owner of such Member Club.

régionale; ou

(2) Une équipe membre est déclarée en faillite ou insolvable, procède à une cession de ses biens au profit de créanciers, fait l'objet d'une ordonnance de séquestre, prend volontairement des mesures visant à sa dissolution ou sa liquidation, fait l'objet d'une demande de liquidation de la part d'un tribunal compétent, ou devient assujettie à une ordonnance en vertu des lois d'un territoire exigeant que son statut d'équipe membre soit transféré, grevé, donné en gage, lié, saisi ou vendu.

**4.8** À l'exception de la participation détenue en date des présentes, aucun propriétaire d'une équipe membre ne peut détenir de participation directe ou indirecte dans aucune autre équipe membre et il ne peut y avoir plus de 20 propriétaires véritables, directement ou indirectement, d'une équipe membre, sauf dans les cas suivants :

(1) une municipalité qui détient une participation dans une équipe membre est réputée être un propriétaire véritable de cette équipe membre;

(2) une société, dont les actions sont inscrites et affichées à des fins de négociation à une bourse reconnue, qui détient une participation dans une équipe membre est réputée être un propriétaire véritable de cette équipe membre;

(3) des « personnes liées » (au sens attribué à ce terme dans la Loi de l'import sur le revenu (Canada)) qui détiennent une participation dans une équipe membre sont réputées être un propriétaire véritable de cette

**4.9** Each Member Club shall be a voting member of the CHL and shall be entitled to one vote in respect of any Majority Vote or Supermajority Vote. Each Regional League shall be a non-voting member of the CHL and shall not be entitled to vote in respect of any matter, including any Majority Vote or Supermajority Vote, except as required by applicable law.

## ARTICLE 5
## CHL Members

**5.1** Each member shall be responsible to:

(1) Abide by this Constitution and the CHL Regulations;

(2) Foster the promotion of the CHL Mission through its operation of an amateur hockey team under the auspices of the CHL and a Regional League;

(3) Protect the integrity of CHL Hockey and the quality of the support to Players by ensuring that:

(a) Players receive instruction and skills development of the highest quality; quality secondary level education and academic support; a nurturing club; and a billet program which provides a family atmosphere;

(b) Players have a safe environment, both on and off the ice;

équipe membre.

**4.9** Chaque équipe membre est un membre votant de la LCH et peut exprimer une voix dans le cadre d'un vote à la majorité ou d'un vote à la majorité qualifiée. Chaque ligue régionale est un membre non votant de la LCH et ne peut exprimer de voix à l'égard de toute question, y compris dans le cadre d'un vote à la majorité ou d'un vote à la majorité qualifiée, sauf si la législation applicable l'exige.

## ARTICLE 5
## MEMBRES DE LA LCH

**5.1** Chaque membre s'engage à :

(1) Respecter la présente constitution et les règlements de la LCH;

(2) Favoriser la promotion de la mission de la LCH dans sa gestion d'une équipe de hockey amateur, sous les auspices de la LCH et d'une ligue régionale;

(3) Protéger l'intégrité du hockey de la LCH et la qualité de l'appui fourni aux joueurs en s'assurant que :

(a) Les joueurs reçoivent un enseignement et un développement des habiletés de haut calibre; qu'ils reçoivent une éducation secondaire de qualité et un soutien scolaire; qu'ils évoluent dans une équipe stimulante; et qu'ils bénéficient d'un programme de familles de pension leur offrant un climat familial;

(b) Les joueurs évoluent dans un environnement sécuritaire tant sur la glace qu'à l'extérieur de

| | |
|---|---|
| | la glace; |
| (c) Players have unsurpassed access to professional hockey opportunities and to higher education opportunities, including through the development of scholarships to fund Players' higher education costs; | (c) Les joueurs aient des possibilités d'accès inégalées au hockey professionnel et à l'éducation postsecondaire, grâce notamment à la mise en place de bourses afin de financer les frais liés à l'éducation postsecondaire des joueurs; |
| (d) Players are provided with every opportunity to develop as exceptional students and athletes; and | (d) Les joueurs se voient offrir toutes les occasions possibles pour se développer en tant qu'étudiants et athlètes exceptionnels; |
| (e) Prospective Players are afforded a fair and respectful opportunity to participate in CHL Hockey through the annual draft process (as described in Section 14.5 and Section 14.6) and are placed in a Regional League with clubs located in reasonable proximity to their family home; | (e) Les joueurs potentiels se voient offrir une chance équitable et respectueuse de participer au hockey de la LCH, par le biais du processus de repêchage annuel (tel qu'il est décrit à l'article 14.5 et à l'article 14.6) et qu'ils évoluent dans une ligue régionale au sein d'équipes situées à une distance raisonnable de leur domicile familial; |
| (4) Participate fully in all CHL promotional, governance, and operational activities as required by the Board of Directors; | (4) Participer pleinement à toutes les activités de promotion, de gouvernance et d'opération de la LCH, tel que le requiert le conseil d'administration; |
| (5) In the case of a Member Club, attend, through the Principal Owner, the annual CHL Meeting; provided that the Principal Owner may, with the prior approval of the Board of Directors, appoint an alternate with a demonstrated substantial relationship to the | (5) En ce qui concerne une équipe membre, assister annuellement, par l'entremise du propriétaire principal, à l'assemblée de la LCH, étant entendu que le propriétaire principal peut, avec l'accord préalable du conseil d'administration, désigner un suppléant ayant |

Member Club to attend, participate and, to the extent required, vote in his or her place; and

(6) In the case of a Member Club, participate in such meetings of Member Clubs and teleconferences as are scheduled by the Board of Directors.

**5.2** Subject to Section 5.3, the CHL and each member releases, holds harmless, and shall indemnify each current and former Director, President, CHL officer, member of the Executive Council, or another individual who acts or acted at the CHL's request as a director, officer or member of an *ad hoc* member working group or in a similar capacity of another entity, and their heirs and legal representatives, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by the individual in respect of any civil, criminal, administrative, investigative or other proceeding in which the individual is involved because of his or her association with the CHL or such other entity at the CHL's request.

**5.3** The indemnity in Section 5.2 shall not be provided by the CHL unless: (a) the individual acted honestly and in good faith with a view to the best interests of the CHL, or, as the case may be, to the best interests of the other entity for which the individual acted as director or officer or in a similar capacity at the CHL's request, and (b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the individual had reasonable grounds for believing that the individual's conduct was lawful.

**5.4** Each member shall at all times do and

fait état d'une relation substantielle avec l'équipe membre pour y assister, y participer et, dans la mesure requise, y voter à sa place;

(6) En ce qui concerne une équipe membre, participer aux réunions des équipes membres et aux téléconférences, telles qu'elles sont prévues par le conseil d'administration.

**5.2** Sous réserve de l'article 5.3, la LCH et chaque membre s'engagent à dégager de toute responsabilité et à indemniser chaque administrateur, président, dirigeant de la LCH, membre du conseil exécutif, actuel et passé, ou toute autre personne agissant ou ayant agi à la demande de la LCH comme administrateur, dirigeant ou membre d'un groupe de travail spécial ou agissant ou ayant agi en cette qualité auprès d'une autre entité, et de leurs héritiers et représentants légaux, de tous frais et toutes dépenses, y compris les sommes versées de façon raisonnable pour régler un procès ou exécuter un jugement, entraînés par la tenue d'une enquête ou par des procédures civiles, pénales, administratives ou autres dans lesquelles ils étaient impliqués à ce titre.

**5.3** L'indemnité prévue à l'article 5.2 ne sera pas versée par la LCH, à moins : a) que la personne n'ait agi avec intégrité et de bonne foi, au mieux des intérêts de la LCH, ou, le cas échéant, au mieux des intérêts de l'autre entité au nom de laquelle elle a agi à titre d'administrateur ou de dirigeant ou dans une fonction similaire à la demande de la LCH, et b) dans le cas d'une poursuite ou procédure pénale ou administrative donnant lieu à une amende, cette personne avait de bonnes raisons de croire que sa conduite était conforme à la loi.

**5.4** Chaque membre doit, en tout temps,

cause to be done all acts and things (and, in the case of a Member Club, vote its membership interests) and otherwise exercise its rights, as a member, or otherwise, to the extent permitted by law, to cause such meetings to be held, resolutions to be passed, by-laws to be enacted and documents to be executed so that at all times the provisions, conditions, restrictions and prohibitions contained in this Constitution (including the requirements of Article 5) relating to: (a) its membership in the CHL and, in the case of a Member Club, in the applicable Regional League; and (b) the business and affairs of the CHL and, in the case of a Member Club, of the applicable Regional League, shall be performed and complied with.

prendre toutes les mesures et poser tous les actes (et, dans le cas d'une équipe membre, exercer les droits de vote rattachés à sa participation en tant que membre) et autrement exercer ses droits, en tant que membre, ou autrement, dans la mesure permise par la loi, afin de faire en sorte que soient tenues ces réunions, que soient adoptées des résolutions et des règlements administratifs et que soient signés des documents, afin qu'en tout temps soient respectées les dispositions, conditions, restrictions et interdictions contenues dans la présente constitution (notamment les exigences de l'article 5) concernant: a) son adhésion à la LCH et, dans le cas d'une équipe membre, à la ligue régionale visée; et b) les activités et les affaires de la LCH et, dans le cas d'une équipe membre, de la ligue régionale visée.

**5.5** Each Member Club shall have the right to participate in the selection of appointees to the Board of Directors and Executive Council, and shall take into account the duties and requirements of these CHL positions in considering candidates for its Regional League commissioner and board of governors' chairman positions.

**5.5** Chaque équipe membre a le droit de participer à la sélection des candidats au conseil d'administration et au conseil exécutif, et doit prendre en considération les tâches et les exigences de ces postes de la LCH dans le cadre de l'évaluation des candidats aux postes de commissaire et de président du conseil des gouverneurs de sa ligue régionale.

**5.6** Each Member Club shall have the right, acting at a CHL Meeting or through a written resolution of the Member Club, to vote on the following "Major Decisions":

**5.6** Chaque équipe membre a le droit, dans le cadre d'une assemblée de la LCH ou au moyen d'une résolution écrite de l'équipe membre, de voter sur les « décisions majeures » suivantes :

(1) by Majority Vote: (a) approval of the annual financial statements, (b) appointment of the independent auditor of the CHL, (c) adoption of or amendments to the CHL Regulations, (d) other than Major Decisions referred to in Section 5.6(2), decisions designated as Major Decisions in this Constitution, and (e) such other matters that are

(1) Par un vote à la majorité : a) l'approbation des états financiers annuels, b) la nomination de l'auditeur indépendant de la LCH, c) l'adoption ou la modification des règlements de la LCH, d) à l'exception des décisions majeures dont il est fait mention au paragraphe 5.6(2), les décisions désignées comme étant des décisions majeures

designated as Major Decisions by the Board of Directors pursuant to Section 10.3; and

(2) by Supermajority Vote: (a) the proposed entry or termination of Member Clubs in accordance with Section 4.3 and Section 4.6, respectively, and (b) amendments to this Constitution, the CHL's Articles of Incorporation or CHL By-laws in accordance with Article 23.

**ARTICLE 6**
**Regional Leagues**

**6.1** The Regional Leagues shall be an integral part of the governance and operation of the CHL, each being organized to produce amateur hockey competition consistent with the CHL Mission.

**6.2** Each Regional League shall be responsible for organizing and operating CHL Hockey games, other than the games described in Article 12 and Article 13 and such other games as the Board of Directors may approve, including establishing the playing rules, approving venues, providing officiating, and regulating game operations and conduct. Each Regional League shall conduct hockey operations and other business affairs in a manner designed and intended to further the CHL Mission.

**6.3** Without limiting the generality of Section 7.10, the Board of Directors may direct, and if necessary overrule, a decision of a Regional League in any matter relating to the organization or operation of CHL Hockey games that is contrary to the CHL Mission or to

dans la présente constitution, et e) toute autre question désignée comme étant une décision majeure par le conseil d'administration, conformément à l'article 10.3;

(2) Par un vote à la majorité qualifiée : a) la proposition d'entrée ou de révocation d'une équipe membre conformément à l'article 4.3 et à l'article 4.6, respectivement, et b) les modifications à la présente constitution, aux statuts constitutifs de la LCH ou aux règlements administratifs de la LCH, conformément à l'article 23.

**ARTICLE 6**
**Ligues régionales**

**6.1** Les ligues régionales font partie intégrante de la gouvernance et des activités de la LCH, chacune étant organisée pour mettre sur pied des compétitions de hockey amateur conformes à la mission de la LCH.

**6.2** Chaque ligue régionale est chargée d'organiser et de gérer les matchs de hockey de la LCH, autres que ceux décrits à l'article 12 et à l'article 13, et ces autres matchs qui pourraient être approuvés par le conseil d'administration, notamment en établissant les règles de jeu, en approuvant les sites, en assurant l'arbitrage, et en réglementant le déroulement du match. Chaque ligue régionale doit mener les opérations de hockey et autres activités commerciales de façon à promouvoir la mission de la LCH.

**6.3** Sans restreindre la portée générale de l'article 7.10, le conseil d'administration peut orienter et, si cela est nécessaire, infirmer une décision d'une ligue régionale relative à toute question liée à l'organisation ou au déroulement de matchs de hockey de la LCH, qu'il

maintaining the high quality or reputation of CHL Hockey.

jugerait contraire à la mission de la LCH ou au maintien de la qualité élevée ou de la réputation du hockey de la LCH.

**6.4** The governing documents of each Regional League shall provide for the full participation of that Regional League and its Member Clubs in the CHL, and the Regional League shall amend its governing documents as needed from time to time to confirm that its Member Clubs are bound to perform the obligations, and have the rights, set forth in this Constitution and the CHL Regulations.

**6.4** Les documents constitutifs de chaque ligue régionale doivent faire état de la pleine participation de cette ligue régionale et de ses équipes membres à la LCH. La ligue régionale doit modifier ses documents constitutifs au besoin, de temps à autre, pour confirmer que ses équipes membres sont tenues de s'acquitter des obligations et peuvent se prévaloir des droits prévus par la présente constitution et les règlements de la LCH.

**6.5** The Regional Leagues shall be comprised of the original Member Clubs reflected in Exhibit A as such Exhibit may be amended from time to time to reflect changes to such membership and/or the addition of Future Member Clubs. Any change in membership by a Regional League shall, subject to compliance with any other applicable provisions hereof including Section 4.3(2) and Section 5.6(2), be reflected on such Exhibit without the need for further approval by the Board of Directors or the Member Clubs.

**6.5** Les ligues régionales comprennent les équipes membres fondatrices figurant à l'annexe A, cette annexe pouvant être modifiée à l'occasion afin de refléter des modifications à l'adhésion et/ou l'ajout de futures équipes membres. Toute modification à l'adhésion d'une ligue régionale se reflétera, sous réserve du respect des dispositions applicables des présentes, y compris du paragraphe 4.3(2) et du paragraphe 5.6(2), dans l'annexe en question sans qu'il soit nécessaire d'obtenir l'approbation du conseil d'administration ou des équipes membres.

**6.6** The CHL shall, on the approval of the Executive Council, provide resources to the Regional Leagues to maintain CHL Hockey competition at the highest level of quality.

**6.6** La LCH, avec l'approbation du conseil exécutif, fournit des ressources aux ligues régionales leur permettant de maintenir au sein du hockey de la LCH une compétition de très haut niveau de qualité.

## ARTICLE 7
## Board of Directors

**7.1** The business and affairs of the CHL shall be managed by or under the direction of the Board of Directors which may exercise all such powers of the CHL except in respect of Major Decisions or as otherwise provided herein. The size of the Board of Directors shall be nine. The following

## ARTICLE 7
## Conseil d'administration

**7.1** Les activités et affaires internes de la LCH sont gérées par le conseil d'administration ou sous sa direction, qui peut exercer tous les pouvoirs de la LCH, sauf à l'égard de décisions majeures et sauf indication contraire aux présentes. Le conseil d'administration est constitué

persons shall be elected to the Board of Directors:

(1) The commissioner of each Regional League;

(2) A nominee designated by each Regional League who is either the chairman of the board of governors or a member of the executive council or committee of such Regional League; and

(3) A nominee designated by each Regional League who is the direct or indirect owner of not less than a 15% equity interest in a Member Club in such Regional League.

Any vacancies created by the resignation, removal or death of a Director elected pursuant to this Section 7.1 shall be filled in the manner set forth herein.

**7.2** The Board of Directors shall invite the President to attend all meetings of the Board of Directors in a non-voting capacity.

**7.3** The Board of Directors shall be responsible for overseeing the Executive Council's and President's management of the CHL, the adherence of the CHL, the Regional Leagues, and the Member Clubs to the CHL Mission, and the production, promotion, and operations of CHL Hockey.

**7.4** The Board of Directors shall have the authority to approve contracts entered into by the CHL, and other transactions, policies, and other operational decisions, except for Major Decisions which also require the approval of the Member Clubs as set forth herein. The Board of Directors shall provide a report and recommendation to the Member Clubs

de neuf personnes. Les personnes suivantes sont élues au conseil d'administration :

(1) Le commissaire de chaque ligue régionale;

(2) Un candidat désigné par chaque ligue régionale et qui est soit le président du conseil des gouverneurs, soit un membre du conseil exécutif ou du comité de cette ligue régionale;

(3) Un candidat désigné par chaque ligue régionale qui est le propriétaire direct ou indirect d'une participation d'au moins 15 % dans une équipe membre de cette ligue régionale.

Tout poste laissé vacant à la suite de la démission, de la destitution ou du décès d'un administrateur élu conformément au présent article 7.1 doit être comblé de la manière énoncée aux présentes.

**7.2** Le conseil d'administration invite le président à être présent à toutes les réunions du conseil d'administration, sans droit de vote.

**7.3** Le conseil d'administration est responsable de superviser la gestion, par le conseil exécutif et le président, de la LCH, du respect par la LCH, les ligues régionales et les équipes membres de la mission de la LCH et de la production, de la promotion et des activités liées au hockey de la LCH.

**7.4** Le conseil d'administration a le pouvoir d'approuver les contrats conclus par la LCH et d'autres opérations, politiques et autres décisions opérationnelles, à l'exception des décisions majeures qui requièrent également l'approbation des équipes membres, tel qu'il est stipulé dans les présentes. Le conseil d'administration doit fournir un rapport assorti de recommandations

in advance of any vote on a Major Decision.

aux équipes membres avant chaque vote concernant une décision majeure.

**7.5** The Board of Directors may create one or more ad hoc Member Club working groups to advise on potential transactions or other CHL Hockey or business matters. In addition, the Board of Directors may by resolution create one or more committees in addition to the Executive Council and appoint members of the Board of Directors to serve on the committees at the pleasure of the Board of Directors. To the extent specified in a resolution adopted by the Board of Directors, each committee may exercise the full authority of the Board of Directors, except as limited by applicable law. All provisions of this Constitution relating to meetings, action without meetings, and quorum and voting requirements of the Board of Directors apply, as well, to such committees and their members.

**7.5** Le conseil d'administration peut constituer un ou plusieurs groupes de travail spéciaux d'équipes membres afin qu'ils fournissent des conseils concernant des opérations potentielles ou autres questions liées au hockey de la LCH ou à des activités commerciales. De plus, le conseil d'administration peut, au moyen d'une résolution, créer un ou plusieurs comités, en plus du conseil exécutif, et nommer des membres du conseil d'administration pour siéger au sein de ces comités, au gré du conseil d'administration. Dans la mesure prévue par une résolution adoptée par le conseil d'administration, chaque comité exerce la pleine autorité du conseil d'administration, sauf dans les limites prévues par législation applicable. Toutes les dispositions de la présente constitution relatives aux réunions, aux mesures prises sans réunion et aux exigences en matière de quorum et de vote du conseil d'administration s'appliquent également à ces comités et à leurs membres.

**7.6** The President shall schedule, chair and preside over meetings of the Board of Directors.

**7.6** Le président organise, dirige et préside les réunions du conseil d'administration.

**7.7** At all meetings of the Board of Directors, the presence of a majority of directors then in office and of at least one Director from each Regional League shall be required in order to form a quorum for the transaction of business. In the absence of a quorum due to the absence of a Director from each of the Regional Leagues, the meeting shall be adjourned and automatically reconvened ten calendar days later. The quorum to such reconvened meeting shall be constituted if the majority of Directors then in office are present.

**7.7** Lors de toutes les réunions du conseil d'administration, la présence d'une majorité d'administrateurs alors en poste et d'au moins un administrateur de chaque ligue régionale est requise afin de constituer le quorum nécessaire pour la conduite des affaires. En l'absence de quorum en raison de l'absence d'un administrateur de chacune des ligues régionales, la réunion sera ajournée et automatiquement reprise dix jours civils plus tard. À cette remise de la réunion, le quorum sera constitué si la majorité des administrateurs alors en poste sont présents.

**7.8** At all meetings of any committee of the

**7.8** À toutes les réunions des comités du

Board of Directors, the presence of a majority of Directors appointed to such committee shall be required in order to form a quorum for the transaction of business.

**7.9** Other than as set out in Section 7.10, actions of the Board of Directors, or any committee thereof, shall require consent of the majority of Directors then in office.

**7.10** The following actions may be taken with the unanimous consent of all of the Directors present at a duly called meeting of the Board of Directors, provided that, for greater certainty, no such action shall be taken by the Board of Directors without the unanimous consent of all of the Directors present at a duly called meeting of the Board of Directors:

(1) Change the CHL's name;

(2) Change the province in which the CHL's registered office is situated;

(3) add, change or remove any restriction on the activities that the CHL may carry on;

(4) Create a new class or group of members;

(5) Change a condition required for being a member;

(6) Change the designation of any class or group of members or add, change or remove any rights and conditions of any such class or group;

(7) Divide any class or group of members into two or more classes or groups and fix the

conseil d'administration, la présence d'une majorité d'administrateurs nommés à ces comités est requise afin de constituer le quorum nécessaire pour la conduite des affaires.

**7.9** Sauf de la manière énoncée à l'article 7.10, les mesures prises par le conseil d'administration, ou par l'un de ses comités, nécessitent l'approbation de la majorité des administrateurs en poste.

**7.10** Les mesures suivantes peuvent être prises avec le consentement unanime de tous les administrateurs présents à une réunion du conseil d'administration dûment convoquée, étant entendu qu'aucune de ces mesures ne peut être prise par le conseil d'administration sans le consentement unanime de tous les administrateurs présents à une réunion du conseil d'administration dûment convoquée :

(1) Changer la dénomination de la LCH;

(2) Transférer le siège social de la LCH dans une autre province;

(3) Ajouter, modifier ou supprimer toute restriction quant aux activités de la LCH;

(4) Créer de nouvelles catégories ou de nouveaux groupes de membres;

(5) Modifier les conditions requises pour devenir membre;

(6) Modifier la désignation des catégories ou groupes de membres ou ajouter, modifier ou supprimer tous droits et toutes conditions dont ils sont assortis;

(7) Scinder une catégorie ou un groupe de membres en plusieurs catégories ou groupes

rights and conditions of each class or group;

(8) Add, change or remove a provision respecting the transfer of a membership;

(9) Termination or abolishment of a Regional League;

(10) Subject to Section 133 of the Act, increase or decrease the number of — or the minimum or maximum number of — Directors fixed by the Articles of Incorporation;

(11) Change the statement of the purpose of the CHL;

(12) A decision of the Board of Directors which would reasonably be expected to be a fundamental change to the business of the CHL and its members;

(13) Change the statement concerning the distribution of property remaining on liquidation after the discharge of any liabilities of the CHL;

(14) Change the manner of giving notice to members entitled to vote at a meeting of members;

(15) Change the method of voting by members not in attendance at a meeting of members; or

(16) Add, change or remove any other provision that is permitted by the Act to be set out in the Articles of Incorporation.

**7.11** Unless otherwise restricted by applicable law, any action required or

et fixer les droits et conditions dont ils sont assortis;

(8) Ajouter, modifier ou supprimer toute disposition concernant le transfert d'une adhésion;

(9) Mettre fin à une ligue régionale ou l'abolir;

(10) Sous réserve de l'article 133 de la Loi, augmenter ou diminuer le nombre fixe, minimal ou maximal, d'administrateurs prévu par les statuts constitutifs;

(11) Changer le libellé de la déclaration d'intention de la LCH;

(12) Une décision du conseil d'administration dont on pourrait raisonnablement s'attendre à ce qu'elle constitue une modification fondamentale des activités de la LCH et de ses membres;

(13) Changer la déclaration relative à la répartition du reliquat des biens de la LCH en cas de liquidation, après le règlement de ses dettes;

(14) Changer les façons d'aviser les membres habiles à voter aux assemblées des membres;

(15) Changer les méthodes selon lesquelles les membres qui ne sont pas présents à l'assemblée des membres sont autorisés à voter;

(16) Ajouter, modifier ou supprimer toute autre disposition que la Loi autorise à insérer dans les statuts constitutifs.

**7.11** À moins d'être restreinte par la législation applicable, toute mesure

permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken by a resolution in writing signed by all the directors entitled to vote on that resolution at such meeting. Subject to the Act, if all the Directors of the CHL consent generally or in respect of a particular meeting, a Director may participate in a meeting of the Board of Directors or of a committee of the Board of Directors by means of a telephonic, electronic or other communication facility that permits all participants to communicate adequately with each other during the meeting, and a director participating in such a meeting by such means is deemed to be present at the meeting. Any such consent shall be effective whether given before or after the meeting to which it relates and may be given with respect to all meetings of the Board of Directors and of committees of the Board of Directors.

**ARTICLE 8**
**Executive Council**

**8.1** The Executive Council shall be a committee of the Board of Directors and shall be composed of each nominee to the Board of Directors who is the commissioner of a Regional League (the "Executive Council"). The Executive Council shall invite the President to attend all meetings of the Executive Council in a non-voting capacity.

**8.2** The Executive Council shall be responsible for overseeing the day-to-day management of the CHL and the production, promotion, and operations of CHL Hockey, provided that the approval of the Board of Directors shall be required in respect of any material change in CHL policy, the annual budget, annual financial reporting, and the entering into of material agreements.

**8.3** The President shall schedule, chair and preside over meetings of the Executive

devant ou pouvant être prise à une réunion du conseil d'administration ou d'un de ses comités peut être prise au moyen d'une résolution écrite signée par tous les administrateurs habilités à voter sur cette résolution à l'occasion de cette réunion. Sous réserve de la Loi, si tous les administrateurs de la LCH donnent leur consentement général ou relativement à une réunion donnée, un administrateur peut participer à une réunion du conseil d'administration ou d'un comité du conseil d'administration par tout moyen de communication téléphonique, électronique ou autre permettant à tous les participants de communiquer adéquatement entre eux; il est alors réputé avoir assisté à la réunion. Ce consentement est exécutoire, qu'il ait été donné avant ou après la réunion visée, et il peut être donné relativement à toutes les réunions du conseil d'administration et des comités du conseil d'administration.

**ARTICLE 8**
**Conseil exécutif**

**8.1** Le conseil exécutif est un comité du conseil d'administration et est composé de chaque personne désignée au conseil d'administration qui est commissaire d'une ligue régionale (le « conseil exécutif »). Le conseil exécutif invite le président à participer à toutes les réunions du conseil exécutif, sans droit de vote.

**8.2** Le conseil exécutif est responsable de superviser la gestion courante de la LCH et de la production, de la promotion et des activités liées au hockey de la LCH, étant entendu que toute modification importante liée aux politiques de la LCH, à son budget annuel, à ses rapports financiers annuels ainsi qu'à sa conclusion d'accords importants requière l'approbation du conseil d'administration.

**8.3** Le président organise, dirige et préside toutes les réunions du conseil exécutif.

Council.

**ARTICLE 9**
**President**

**9.1** The President shall manage the affairs of the CHL and the production, promotion, and operations of CHL Hockey, including:

(1) Coordinating with the commissioners of the Regional Leagues on all aspects of CHL Hockey operations and production matters;

(2) Developing and implementing marketing and other promotional initiatives for CHL Hockey;

(3) Planning and executing CHL events, including post-season and other CHL-organized hockey games;

(4) Negotiating and implementing agreements with third parties, including broadcast, sponsorship, and equipment supply arrangements;

(5) Protecting the integrity of CHL Hockey and the CHL Hockey brand, and fostering adherence to the CHL Mission;

(6) Serving as the public face of the CHL in interactions with the public, the press, media, government officials, other hockey organizations, and CHL business partners;

(7) Managing the CHL office and hiring and managing CHL staff;

**ARTICLE 9**
**Président**

**9.1** Le président gère les affaires internes de la LCH et la production, la promotion et les activités liées au hockey de la LCH, en faisant notamment ce qui suit :

(1) Coordonner avec les commissaires des ligues régionales tous les aspects des opérations et de la production du hockey de la LCH;

(2) Élaborer et mettre en place la commercialisation et autres initiatives promotionnelles pour le hockey de la LCH;

(3) Planifier et organiser les événements de la LCH, notamment les matchs de hockey après-saison et autres matchs de hockey organisés par la LCH;

(4) Négocier et mettre en œuvre des ententes avec des tierces parties, concernant notamment la diffusion, les commandites et la fourniture d'équipement;

(5) Protéger l'intégrité du hockey de la LCH et de sa marque et encourager l'adhésion à la mission de la LCH;

(6) Être le visage public de la LCH lors d'interactions avec le public, la presse, les médias, les représentants du gouvernement, d'autres organisations de hockey et les partenaires d'affaires de la LCH;

(7) Gérer le bureau de la LCH et embaucher et gérer le personnel de la LCH;

(8) Engaging and directing all necessary accounting and other professional services on behalf of the CHL;

(9) Organizing the annual CHL Meeting, the Board of Director meetings, and the Executive Council meetings;

(10) Developing and managing written resolutions of the Member Clubs;

(11) Providing regular reporting as determined by the Executive Council, including a report on the state of the CHL at the CHL Meeting;

(12) Interpreting, and from time to time making recommendations to the Board of Directors regarding, policy and procedure in respect of the provisions of this Constitution; and

(13) Fulfilling such other responsibilities as are directed by the Executive Council or Board of Directors.

**9.2** The President shall serve as the final arbiter in respect of any disputes referred to the President by the Board of Directors between or among more than one Regional League, or between or among Member Clubs from more than one Regional League.

**9.3** The Board of Directors may designate categories in which the President may serve, at his or her sole discretion, as the final arbiter in respect of any appeal of a final decision of a Regional League in respect of a dispute which is (a) between or among Member Clubs of that Regional League, or (b) between or among the Regional League and one or more of its Member Clubs.

(8) Au besoin, retenir les services de comptables et d'autres professionnels au nom de la LCH et les diriger;

(9) Organiser l'assemblée de la LCH chaque année, les réunions du conseil d'administration, et les réunions du conseil exécutif;

(10) Élaborer et gérer les résolutions écrites des équipes membres;

(11) Fournir des rapports réguliers, selon ce que détermine le conseil exécutif, notamment un rapport sur l'état de la LCH, à l'assemblée de la LCH;

(12) Interpréter les politiques et procédures relatives aux dispositions de la présente constitution et, à l'occasion, formuler des recommandations au conseil d'administration à cet égard;

(13) S'acquitter de toute autre responsabilité que peut lui confier le conseil exécutif ou le conseil d'administration.

**9.2** Le président agira en tant qu'arbitre final dans le cadre de différends, portés à son attention par le conseil d'administration, entre plus d'une ligue régionale ou entre équipes membres d'une ou de plusieurs ligues régionales.

**9.3** Le président peut agir, à son seul gré, en tant qu'arbitre final dans le cadre de tout appel d'une décision finale d'une ligue régionale concernant un différend d'une catégorie désignée par le conseil d'administration a) entre les équipes membres de cette ligue régionale ou b) entre une ligue régionale et une ou plusieurs de ses équipes membres.

**9.4** Wherever the President shall determine, based upon such information and reports as he or she may deem sufficient, that:

(1) any Player has violated any of the Constitution, the CHL Regulations, or any other governing rule or regulation of the CHL, or has engaged in any conduct (whether during or outside the playing season) detrimental to the best interest, reputation or image of the CHL or CHL Hockey, the President shall have full and complete authority to discipline such Player by:

(a) suspending the Player for a period of up to one year, in which case such decision by the President shall be final and not subject to any review unless the Board of Directors determines, in its sole discretion, to hear an appeal by the Player in respect of such decision and the procedures set forth in the CHL Regulations shall govern any such appeal, provided that the President's determination may only be reversed by a unanimous vote of the Board of Directors; or

(b) expelling the Player, in which case such decision by the President may be appealed by the Player to the Board of Directors and the

**9.4** Lorsque le président détermine, sur la base des renseignements et des rapports qu'il juge suffisants :

(1) qu'un joueur de la LCH a commis une violation de la constitution, des règlements de la LCH ou d'une autre règle ou d'un autre règlement régissant la LCH, ou a adopté une conduite (que ce soit pendant ou après la saison de hockey) préjudiciable à l'intérêt, à la réputation ou à l'image de la LCH ou du hockey de la LCH, le président a l'autorité pleine et entière pour prendre des mesures disciplinaires envers ce joueur :

(a) en suspendant le joueur pour une période pouvant aller jusqu'à un an, auquel cas la décision du président est considérée comme finale et ne pourra faire l'objet d'aucune révision, à moins que le conseil d'administration ne décide, à son seul gré, d'entendre l'appel du joueur à l'égard de cette décision, et les procédures énoncées dans les règlements de la LCH régiront l'appel, étant entendu que la décision du président ne peut être renversée que par le vote unanime du conseil d'administration; ou

(b) en expulsant le joueur, auquel cas le joueur pourrait en appeler de la décision du président auprès du conseil d'administration et les procédures énoncées

procedures set forth in the CHL Regulations shall govern any such appeal, provided that the President's determination may only be reversed by a unanimous vote of the Board of Directors.

dans les règlements de la LCH régiront l'appel, étant entendu que la décision du président ne peut être infirmée que par le vote unanime du conseil d'administration.

Each Member Club shall ensure that each Player assigned to it signs a binding agreement to be bound by the provisions of this Section 9.4(1).

Chaque équipe membre doit veiller à ce que chacun de ses joueurs signe un contrat exécutoire visant à le lier par les modalités du présent paragraphe 9.4(1).

(2) any Member Club officer, director, employee, coach, shareholder, member, partner or any person holding an interest in a Member Club, (other than, in each case, a Player), or any CHL officer, director or employee (in each case, a "Named Person") or a Member Club has violated any of the Constitution, the CHL Regulations, or any other governing rule or regulation of the CHL, or has engaged in any conduct (whether during or outside the playing season) detrimental to the best interest, reputation or image of the CHL or CHL Hockey, the President shall have full and complete authority to discipline such person in any or all of the following respects:

(2) qu'un dirigeant, un administrateur, un employé, un entraîneur, un actionnaire, un membre, un partenaire ou toute personne détenant une participation dans une équipe membre (autre qu'un joueur, dans chaque cas), ou qu'un dirigeant, un administrateur ou un employé de la LCH (dans chaque cas, une « personne nommément désignée ») ou qu'une équipe membre a commis une violation de la constitution, des règlements de la LCH ou d'une autre règle ou d'un autre règlement régissant la LCH, ou a adopté une conduite (que ce soit pendant ou après la saison de hockey) préjudiciable à l'intérêt, à la réputation ou à l'image de la LCH ou du hockey de la LCH, le président a l'autorité pleine et entière pour prendre des mesures disciplinaires envers cette personne :

(a) by suspending the Named Person for a period of up to one year;

(a) en suspendant la personne nommément désignée pour une période pouvant aller jusqu'à un an;

(b) by expelling the Named Person;

(b) en expulsant la personne nommément

(c) by imposing a fine on the Named Person not exceeding a maximum amount prescribed by CHL Regulation from time to time; or

(d) if the conduct in question affects the competitive aspects of the game and subject to the approval of the Board of Directors, by awarding or transferring Players or draft choices or depriving an offending Member Club of draft choices.

In each case, the President's determinations under this Section 9.4(2) shall be final, except that where the infraction would result in (a) expulsion from the CHL, or (b) imposition of a sanction provided for in Section 9.4(2)(d), an aggrieved party may appeal the President's determination to the Board of Directors and except that the Board of Directors may determine, in its sole discretion, to hear an appeal of any determination under this Section 9.4(2). The procedures set forth in the CHL Regulations shall govern any such appeal, provided that the President's determination may only be reversed by a unanimous vote of the Board of Directors. The CHL and each Member Club shall ensure that every Named Person that it hires or contracts with signs a binding agreement to be bound by the provisions of this Section 9.4(2).

désignée;

(c) en imposant à la personne nommément désignée une amende n'excédant pas un montant maximal fixé par un règlement de la LCH à l'occasion; ou

(d) si la conduite en question affecte les aspects compétitifs du jeu et sous réserve de l'approbation du conseil d'administration, en échangeant ou en transférant des joueurs ou des choix au repêchage ou en privant une équipe membre fautive de choix au repêchage.

Dans chaque cas, la décision du président aux termes du présent paragraphe 9.4(2) sera finale, sauf dans les cas où l'infraction entraînerait a) une expulsion de la LCH, ou b) l'imposition d'une sanction prévue à l'alinéa 9.4(2)d), où la partie lésée pourrait faire appel de la décision du président auprès du conseil d'administration, et sauf dans le cas où le conseil d'administration peut décider, à son seul gré, d'entendre l'appel quant à une décision aux termes du présent paragraphe 9.4(2). Les procédures énoncées dans les règlements de la LCH régissent les appels, étant entendu que la décision du président ne peut être infirmée que par le vote unanime du conseil d'administration. La LCH et chaque équipe membre doivent veiller à ce que chaque personne nommément désignée qu'elles embauchent ou avec

laquelle elles concluent un contrat signe un contrat exécutoire visant à la lier par les modalités du présent paragraphe 9.4(2).

**9.5** Any sanction imposed pursuant to Section 9.4 shall be concurrent and not consecutive to any sanction imposed by a Regional League for the same violation or detrimental conduct, save and except for a monetary sanction imposed under Section 9.4(2)(c) which shall be cumulative.

**9.5** Toute sanction imposée aux termes de l'article 9.4 sera concomitante, et non consécutive, à une sanction imposée par une ligue régionale pour la même violation ou conduite préjudiciable, sauf dans le cas d'une amende imposée aux termes de l'alinéa 9.4(2)c), qui sera cumulative.

**9.6** For purposes of Sections 9.2 through 9.4 above, the President shall make whatever investigation he or she deems necessary in his or her discretion, and is authorized to hire experts and advisors, including legal counsel, and may designate an independent entity or an *ad hoc* Member Club working group to conduct such an investigation, provide a report or issue recommendations.

**9.6** Aux fins des articles 9.2 à 9.4 ci-dessus, il revient au président de mener les enquêtes qu'il juge nécessaires, à son gré, et il est autorisé à retenir les services d'experts et de conseillers, y compris de conseillers juridiques, et il peut désigner une entité indépendante ou un groupe de travail d'équipes membres spécial afin de mener l'enquête, de fournir un rapport ou de formuler des recommandations.

**9.7** The President shall be selected by the Executive Council, subject to the approval of the Board of Directors. The President shall not be a commissioner of a Regional League or a Principal Owner.

**9.7** Le président est choisi par le conseil exécutif, sous réserve de l'approbation du conseil d'administration. Le président ne peut être un commissaire d'une ligue régionale ni un propriétaire principal.

## ARTICLE 10
## Meetings and Votes of the CHL

## ARTICLE 10
## Assemblées et votes de la LCH

**10.1** A CHL Meeting shall take place at least annually at a time and location designated by the President. The agenda for the annual meeting shall include a report from the President, votes on any Major Decisions, and such other business as presented by the Board of Directors. When a quorum is present at any meeting of the Member Clubs of the CHL, the Majority Vote of the Member Clubs shall decide any question brought before such meeting, unless the question is one upon which by express provision of statute or of this Constitution a different vote is required, in which case such express

**10.1** Une assemblée de la LCH doit avoir lieu au moins une fois par an, au moment et à l'endroit choisis par le président. L'ordre du jour de l'assemblée annuelle doit comprendre un rapport du président, la tenue de votes sur toute décision majeure et toute autre question présentée par le conseil d'administration. En présence d'un quorum à toute assemblée des équipes membres de la LCH, un vote à la majorité des équipes membres réglera toutes les questions soumises à cette assemblée, à moins qu'une disposition expresse d'une loi ou de la présente constitution ne prévoie un

provision shall govern and control the decision of such question. A vote of a Member Club shall be made by the Principal Owner or his or her designee approved in accordance with this Constitution, the CHL By-laws or the CHL Regulations.

vote différent à l'égard de ces questions, auquel cas cette disposition expresse régira les décisions relatives à ces questions. La voix d'une équipe membre peut être exprimée par le propriétaire principal ou par son délégué approuvé conformément à la présente constitution, aux règlements administratifs de la LCH ou aux règlements de la LCH.

**10.2** At any time, the Board of Directors may call for a written resolution of the Member Clubs for purposes of voting on a Major Decision. The President shall provide at least five business days' notice to the Member Clubs of the written resolution, subject to Section 10.3. The notice provided by the President shall include the text of the question or resolution to be voted upon as well as instructions for completing the ballot.

**10.2** À tout moment, le conseil d'administration peut demander une résolution écrite des équipes membres afin qu'elles se prononcent sur une décision majeure. Le président doit aviser les équipes membres de la demande d'une résolution écrite au moins cinq jours ouvrables à l'avance, conformément à l'article 10.3. L'avis remis par le président doit inclure le texte de la question ou de la résolution sur laquelle porte le vote, de même que les instructions pour remplir le bulletin de vote.

**10.3** At any time, one or more Member Clubs may request that the Board of Directors designate a particular matter as a Major Decision and call for a vote on that designated Major Decision, either by written resolution or at the next CHL Meeting, and the Board of Directors may decline to do so. If at any time Member Clubs constituting 20% or more of all Member Clubs request that a particular matter be designated as a Major Decision and call for a vote on that Major Decision by written resolution or at the CHL Meeting, then the Board of Directors shall designate that matter as a Major Decision and arrange the vote as requested. The President shall provide at least 15, but no more than 25, business days' notice to the Member Clubs of any written resolution called for under this Section 10.3. The notice provided by the President shall include the text of the question or resolution to be voted upon, as provided by the requesting Member Clubs, as well as instructions for completing the ballot.

**10.3** À tout moment, une ou plusieurs équipes membres peuvent demander que le conseil d'administration désigne une question en particulier comme étant une décision majeure, et demande qu'un vote soit tenu sur cette décision majeure, au moyen d'une résolution écrite ou à la prochaine assemblée de la LCH, le conseil d'administration pouvant toutefois refuser de le faire. Si, à tout moment, des équipes membres représentant 20 % ou plus de toutes les équipes membres demandent qu'une question en particulier soit désignée comme étant une décision majeure et demandent qu'un vote soit tenu sur cette décision majeure, au moyen d'une résolution écrite ou à la prochaine assemblée de la LCH, le conseil d'administration doit alors désigner cette question comme étant une décision majeure et organiser le vote tel qu'il a été demandé. Le président doit aviser les équipes membres de la demande d'une résolution écrite au moins 15 jours ouvrables, mais pas plus de 25 jours ouvrables, à l'avance,

conformément au présent article 10.3. L'avis remis par le président doit inclure le texte de la question ou de la résolution sur laquelle porte le vote, de même que les instructions pour remplir le bulletin de vote.

**10.4** For purposes of votes by the CHL Member Clubs:

(1) "Majority Vote" means the affirmative vote of Member Clubs constituting greater than 50% of all Member Clubs in attendance at a CHL Meeting or by a resolution in writing signed by at least 90% of the Member Clubs entitled to vote on that resolution.

(2) "Supermajority Vote" means the affirmative vote of Member Clubs constituting at least 75% of all Member Clubs in attendance at a CHL Meeting and constituting greater than 50% of all Member Clubs from each of the Regional Leagues in attendance at a CHL Meeting or by a resolution in writing signed by at least 90% of the Member Clubs entitled to vote on that resolution from each of the Regional leagues.

(3) Member clubs constituting greater than 50% of Member Clubs from each of the Regional Leagues shall constitute a quorum at all CHL Meetings for the transaction of business.

(4) Any Member Club entitled to attend a CHL Meeting may do so in accordance with the Act, by means of telephonic, electronic or other communication facility that permits all participants to

**10.4** Aux fins des votes par les équipes membres de la LCH :

(1) Un « vote à la majorité » désigne le vote favorable des équipes membres constituant plus de 50 % de toutes les équipes membres présentes à une assemblée de la LCH, ou une résolution écrite signée par au moins 90 % des équipes membres habilitées à voter sur cette résolution.

(2) Un « vote à la majorité qualifiée » désigne le vote favorable des équipes membres constituant au moins 75 % de toutes les équipes membres présentes à une assemblée de la LCH et constituant plus de 50 % de toutes les équipes membres de chacune des ligues régionales présentes à une assemblée de la LCH, ou une résolution écrite signée par au moins 90 % des équipes membres de chacune des ligues régionales habilitées à voter sur cette résolution.

(3) Les équipes membres constituant plus de 50 % des équipes membres de chacune des ligues régionales constituent le quorum à toutes les assemblées de la LCH pour la délibération des questions.

(4) Toute équipe membre en droit d'assister à une assemblée de la LCH peut le faire conformément à la Loi, par tout moyen de communication téléphonique, électronique ou autre permettant à tous les

communicate adequately with each other during the CHL Meeting, and a Member Club participating in such a meeting by such means is deemed to be present at the meeting. Any such consent shall be effective whether given before or after such meeting to which it relates and may be given with respect to all meetings of the Member Clubs.

participants de communiquer adéquatement entre eux; elle est alors réputée avoir assisté à la réunion. Ce consentement est exécutoire, qu'il ait été donné avant ou après la réunion visée, et il peut être donné relativement à toutes les assemblées des équipes membres.

**ARTICLE 11**
**Exhibition, Regular Season and Playoff Games and Schedule**

**11.1** Each Member Club shall participate in such exhibition, regular season and playoff games as are scheduled by its Regional League, plus such other hockey games as are scheduled by the CHL under Article 12 or Article 13.

**11.2** The President, in consultation with the Board of Directors, may direct the scheduling of regular season games to fulfill obligations to broadcasting and other media partners, and otherwise to promote and enhance CHL Hockey.

**11.3** At the annual meeting of the CHL, the President shall present to the Member Clubs any proposals developed by the CHL for potential changes to the operation of CHL Hockey games, or other operational and production initiatives and opportunities.

**ARTICLE 11**
**Matchs hors-concours, matchs de saison régulière et matchs des séries éliminatoires et calendrier**

**11.1** Chaque équipe membre doit participer aux matchs hors-concours, aux matchs de saison régulière et aux matchs des séries éliminatoires prévus au calendrier par sa ligue régionale, ainsi qu'aux autres matchs de hockey qui sont prévus au calendrier par la LCH aux termes de l'article 12 et de l'article 13.

**11.2** Le président, en consultation avec le conseil d'administration, peut donner des directives quant à la programmation des matchs de saison régulière afin de remplir des obligations à l'égard de la télédiffusion et d'autres partenaires médiatiques, et d'autrement promouvoir et développer le hockey de la LCH.

**11.3** À l'assemblée annuelle de la LCH, le président doit présenter aux équipes membres toutes les propositions élaborées par la LCH en vue d'apporter des modifications éventuelles au déroulement des matchs de hockey de la LCH, ou toutes autres initiatives et occasions en lien avec les opérations et la production.

**ARTICLE 12**
**Memorial Cup**

**12.1** The CHL, under the supervision of the President, shall organize the Memorial

**ARTICLE 12**
**Coupe Memorial**

**12.1** La LCH, sous la supervision de son président, organise la Coupe Memorial,

Cup, which shall culminate in the designation of a CHL championship Member Club, and which shall follow the format in this Article 12, except as otherwise determined by the Board of Directors.

**12.2** The Memorial Cup shall be organized as a round-robin tournament fashion, and shall be comprised of the championship Member Club from each Regional League, plus the host Member Club for the Memorial Cup. In the event that the host Member Club is also a Regional League championship Member Club, then the defeated finalist in the Regional League Championship shall advance to the Memorial Cup.

**12.3** The Memorial Cup location shall rotate evenly among the Regional Leagues, and the host Regional League shall be responsible for selecting and managing the venue, host team and logistics for the Memorial Cup under the supervision of the Executive Council.

**12.4** Final control and approval for all matters relating to the Memorial Cup tournament, including the rules of play, shall be the responsibility of the Executive Council.

**ARTICLE 13**
**Other CHL Events**

**13.1** On an annual basis, the CHL shall organize the "International Hockey Series", an exhibition series between a team comprised of all-star Players from the Member Clubs and a team comprised of international all-star junior players.

**13.2** On an annual basis, the CHL shall organize "CHL Top Prospects Games", which shall showcase the top Players from the Member Clubs who are eligible for the National Hockey League entry draft. The location of the CHL Top Prospects Games shall, unless

à l'issue de laquelle est désignée l'équipe membre championne de la LCH, et qui respecte le format prévu à l'article 12, sauf indication contraire du conseil d'administration.

**12.2** La Coupe Memorial est organisée sous la forme d'un tournoi à la ronde et accueille l'équipe membre championne de chaque ligue régionale, ainsi que l'équipe membre hôtesse de la Coupe Memorial. Dans l'éventualité où l'équipe membre hôtesse est également l'équipe membre championne d'une ligue régionale, le finaliste vaincu du tournoi de la ligue régionale participera à la Coupe Memorial.

**12.3** La Coupe Memorial se tient en alternance sur le territoire de chacune des ligues régionales. La ligue régionale hôtesse est responsable du choix et de la gestion du lieu de l'événement, de l'équipe hôtesse et de la logistique de la Coupe Memorial, sous la supervision du conseil exécutif.

**12.4** Le contrôle final et l'approbation finale de toutes les questions relatives au tournoi de la Coupe Memorial, notamment les règles du jeu, relèvent de la responsabilité du conseil exécutif.

**ARTICLE 13**
**Autres événements de la LCH**

**13.1** Chaque année, la LCH organise le « championnat international de hockey », une série hors-concours entre une équipe composée de joueurs étoiles des équipes membres et une équipe de joueurs étoiles juniors internationaux.

**13.2** Chaque année, la LCH organise les « matchs des meilleurs espoirs de la LCH » qui mettent en vedette les meilleurs joueurs des équipes membres qui sont admissibles au repêchage de la Ligue nationale de hockey. Les matchs des meilleurs espoirs de la LCH se

otherwise determined by the Board of Directors, rotate evenly among the Regional Leagues.

**13.3** The CHL may, with the approval of the Board of Directors, amend the format of the International Hockey Series or the CHL Top Prospects Games, and may develop additional events to promote CHL Hockey and further the CHL Mission.

## ARTICLE 14
## CHL Hockey Players

**14.1** The Board of Directors shall ensure that the Member Clubs, directly and through their respective Regional League, are fulfilling the Member Clubs' obligations to Players as reflected in Section 5.1(3).

**14.2** Only hockey players deemed eligible to play amateur hockey by Hockey Canada shall be permitted to compete in CHL Hockey games.

**14.3** Participation as a Player on a Member Club shall be limited to only those Players who are at least 16 years of age and not older than 20 years of age as of January 1 of such calendar year, except as otherwise approved by the President in consultation with Hockey Canada and, as appropriate, other hockey federations.

**14.4** The Member Clubs shall cause their Players, and their parents and guardians (for Players considered minors who do not have legal capacity under applicable federal, provincial, or state law), to execute a written agreement that reflects the benefits and duties of participation on the Member Club's roster and in CHL Hockey. The terms of that agreement must provide for the lodging, care, education, and training of the Player during the term of the contract, as well

tiennent, sauf avis contraire du conseil d'administration, en alternance sur le territoire de chacune des ligues régionales.

**13.3** La LCH peut, avec l'approbation du conseil d'administration, modifier le format du championnat international de hockey ou des matchs des meilleurs espoirs de la LCH et peut concevoir des événements supplémentaires en vue de promouvoir le hockey de la LCH et la mission de la LCH.

## ARTICLE 14
## Joueurs de hockey de la LCH

**14.1** Le conseil d'administration veille à ce que les équipes membres, directement et par l'intermédiaire de leur ligue régionale respective, s'acquittent de leurs obligations envers les joueurs, décrites au paragraphe 5.1(3).

**14.2** Seuls les joueurs de hockey réputés admissibles pour jouer au hockey amateur, selon Hockey Canada, sont autorisés à participer aux matchs de hockey de la LCH.

**14.3** La participation en tant que joueur d'une équipe membre est réservée uniquement aux joueurs qui ont au moins 16 ans et n'ont pas plus de 20 ans au 1er janvier de l'année civile pertinente, à moins d'approbation contraire du président en consultation avec Hockey Canada et, selon le cas, d'autres fédérations de hockey.

**14.4** Les équipes membres doivent faire signer à leurs joueurs, et à leurs parents et tuteurs (pour les joueurs considérés comme mineurs et n'étant pas dotés de la capacité juridique en vertu de la législation fédérale, provinciale ou étatique applicable) une entente écrite qui prévoit les avantages et les responsabilités découlant de la participation à l'alignement d'une équipe membre et au hockey de la LCH. Les modalités de cette entente doivent prévoir l'hébergement, les soins,

as the Player's commitment to the CHL Mission and agreement to abide by such playing and other rules as required by the Member Club, the Regional League, and the CHL, including rules regarding gambling and uses of performance-enhancing and other drugs and an agreement to abide by the provisions of Section 9.4(1).

l'éducation et l'entraînement concernant le joueur pendant la durée du contrat, de même que l'engagement du joueur envers la mission de la LCH et son engagement à se conformer aux règles de jeu et autres règles prescrites par l'équipe membre, la ligue régionale et la LCH, notamment les règles concernant les jeux de hasard et l'utilisation de substances visant à améliorer la performance et autres drogues, ainsi qu'aux dispositions du paragraphe 9.4(1).

**14.5** On an annual basis, each Member Club shall participate in a draft, organized by its Regional League, in which the Member Club may select for its roster Players resident in North America within the territory of said Regional League.

**14.5** Chaque année, chaque équipe membre doit participer au repêchage, organisé par sa ligue régionale, au cours duquel l'équipe membre peut sélectionner pour son alignement des joueurs résidant en Amérique du Nord, dans le territoire de la ligue régionale en question.

**14.6** On an annual basis, each Member Club shall also participate in a draft, organized by the CHL, in which the Member Club may select for its roster up to two Players resident outside North America. Such Players are exempt from the residency requirement of Section 14.2.

**14.6** Chaque année, chaque équipe membre doit également participer au repêchage organisé par la LCH, au cours duquel l'équipe membre peut sélectionner pour son alignement jusqu'à deux joueurs résidant à l'extérieur de l'Amérique du Nord. Ces joueurs sont dispensés de l'obligation de résidence prévue à l'article 14.2.

**14.7** Member Clubs shall cause their Players, and their parents and guardians (for Players considered minors who do not have legal capacity under applicable federal, provincial, or state law), to execute such declarations, affidavits and other documents as shall be required by the President from time to time.

**14.7** Les équipes membres doivent faire signer à leurs joueurs, et à leurs parents et tuteurs (pour les joueurs considérés comme mineurs et n'étant pas dotés de la capacité juridique en vertu de la législation fédérale, provinciale ou étatique applicable) les déclarations, affidavits et autres documents exigés par le président à l'occasion.

## ARTICLE 15
## Player Safety

## ARTICLE 15
## Sécurité des joueurs

**15.1** The CHL shall implement programs and policies designed to ensure and promote player safety and to prevent the use of performance-enhancing or other drugs by Players of Member Clubs, such as the CHL Drug Education and Anti-Doping Program,

**15.1** La LCH doit mettre en œuvre des programmes et politiques destinés à garantir et à promouvoir la sécurité des joueurs et à empêcher l'utilisation de substances visant à améliorer la performance ou d'autres drogues par les joueurs d'équipes membres, comme

and shall provide support to the Regional Leagues in their activities to promote and ensure player safety, including by promulgating standard guidance for the Regional Leagues and Member Clubs. The Regional Leagues shall cooperate with the CHL in enforcing and monitoring compliance with these programs and policies. Member Clubs shall also cooperate with the CHL in enforcing and monitoring compliance with these programs and policies.

le programme d'éducation sur la drogue et la politique antidopage de la LCH. La LCH doit également offrir son soutien aux ligues régionales dans le cadre de leurs activités visant à promouvoir et à garantir la sécurité des joueurs, notamment en favorisant une orientation standard pour les ligues régionales et les équipes membres. Les ligues régionales doivent coopérer avec la LCH afin de faire appliquer ces programmes et politiques, et de surveiller le respect de ceux-ci. Les équipes membres doivent également coopérer avec la LCH afin de faire appliquer ces programmes et politiques, et de surveiller le respect de ceux-ci.

**15.2** The CHL shall coordinate, as the Board of Directors deems appropriate, with Hockey Canada, U.S.A. Hockey, the National Hockey League, and other hockey organizations in furtherance of player safety. The CHL may conduct surveys, engage experts, and undertake other investigations to gather data needed to evaluate player safety issues, and each Member Club shall cooperate with any such investigation.

**15.2** La LCH coordonne, selon ce que le conseil d'administration juge approprié, ses activités avec celles de Hockey Canada, de U.S.A. Hockey, de la Ligue nationale de hockey et d'autres organisations de hockey en vue de promouvoir la sécurité des joueurs. La LCH peut réaliser des sondages, retenir les services d'experts et mener d'autres enquêtes afin de recueillir les données nécessaires à l'évaluation des questions relatives à la sécurité des joueurs. Chaque équipe membre doit collaborer aux enquêtes.

**15.3** To ensure and promote player safety, the Board of Directors may, subject to the requirements of Section 7.10, direct Member Clubs and Regional Leagues to make changes in the rules of play, equipment, or other standards. Such direction shall, if necessary, supersede any Regional League or Member Club rule or policy.

**15.3** Afin de garantir et de promouvoir la sécurité des joueurs, le conseil d'administration peut, sous réserve des exigences de l'article 7.10, demander aux équipes membres et aux ligues régionales d'apporter des modifications aux règles de jeu, à l'équipement ou à d'autres normes. Le cas échéant, ces modifications remplaceront toute règle ou politique d'une ligue régionale ou d'une équipe membre.

## ARTICLE 16
## Player Scholarship Programs

**16.1** The Board of Directors shall ensure that each Member Club, directly or through its Regional League, maintains quality higher education scholarship

## ARTICLE 16
## Programmes de bourses d'études aux joueurs

**16.1** Le conseil d'administration doit s'assurer que chaque équipe membre, directement ou par l'intermédiaire de sa ligue régionale, maintienne des

programs for Players whose tenure in the CHL is complete and who do not enter the National Hockey League or any other professional hockey league.

**16.2** All Member Clubs are obligated to fulfill their financial obligation to fund such higher education scholarship programs.

**16.3** The CHL is authorized to establish and administer a higher education scholarship program for Players whose tenure in the CHL is complete, and to use any proceeds of the CHL in furtherance of that scholarship program, including such proceeds as otherwise would be remitted to the Regional Leagues and Member Clubs.

**ARTICLE 17**
**Recording, Broadcasting, and Marketing of CHL Hockey games**

**17.1** All broadcast rights, including the right to broadcast live and in-progress CHL games, belong to the Member Clubs.

**17.2** Each Member Club on its own behalf hereby irrevocably grants the CHL the right to contract as agent for and on behalf of such Member Club with one or more third-party broadcaster for the exclusive produce and broadcast live and previously recorded exhibition, regular season, post-season, and other CHL Hockey games via television, live streaming, video on demand or any other media platform, except for local media rights which shall be retained by the Member Clubs as determined by the Board of Directors from time to time. The CHL shall disclose to third party broadcasters that, in respect of the grant of any broadcast rights, it is acting solely as agent for and on behalf

programmes de bourses d'études postsecondaires de qualité pour les joueurs qui ont terminé leur mandat au sein de la LCH et qui ne jouent pas dans la Ligue nationale de hockey ou dans une autre ligue de hockey professionnelle.

**16.2** Toutes les équipes membres sont tenues d'honorer leurs obligations financières afin de financer ces programmes de bourses d'études postsecondaires.

**16.3** La LCH est autorisée à établir et à gérer un programme de bourses d'études postsecondaires pour les joueurs ayant terminé leur mandat au sein de la LCH et à utiliser tout produit réalisé par la LCH aux fins de la promotion de ce programme de bourses, notamment le produit qui serait autrement remis aux ligues régionales et aux équipes membres.

**ARTICLE 17**
**Enregistrement, télédiffusion et commercialisation Des matchs de hockey de la LCH**

**17.1** Tous les droits de diffusion, y compris le droit de diffuser des matchs en direct et en cours de la LCH, appartiennent aux équipes membres.

**17.2** Chaque équipe membre, pour son propre compte, accorde irrévocablement par les présentes à la LCH le droit de conclure, à titre de mandataire d'une équipe membre et pour son compte, un contrat avec un ou plusieurs diffuseurs tiers pour le droit exclusif de produire et de diffuser des matchs hors-concours, des matchs de saison régulière et des matchs des séries éliminatoires, et d'autres matchs de hockey de la LCH, qu'il s'agisse de matchs en direct ou préalablement enregistrés, à la télévision, par diffusion en continu en direct, par vidéo sur demande ou sur d'autres plateformes médiatiques, à l'exception des droits médiatiques locaux que conservent les équipes

of such Member Clubs.

membres, selon ce que détermine le conseil d'administration à l'occasion. La LCH doit divulguer aux diffuseurs tiers qu'en ce qui concerne l'octroi de droits de diffusion, elle agit uniquement à titre de mandataire et pour le compte des équipes membres.

**17.3** For the avoidance of doubt, it is hereby acknowledged that the broadcast agreement dated February 18, 2014 with Rogers Sportsnet Inc. for national broadcasts of CHL games for the 12 seasons 2014-15 through 2025-26 (the "Rogers Agreement"), was executed by the CHL solely as agent for and on behalf of the Member Clubs.

**17.3** Pour éviter tout doute, il est par les présentes reconnu que l'entente de diffusion conclue en date du 18 février 2014 avec Rogers Sportsnet Inc. relativement à la diffusion à l'échelle nationale des matchs de la LCH pour les 12 saisons allant de 2014-2015 à 2025-2026 (l'« entente avec Rogers ») a été signée par la LCH uniquement à titre de mandataire et pour le compte des équipes membres.

**17.4** The CHL shall not itself be entitled to any rights fees or other payments made under any broadcast agreement entered into by the CHL as agent for the Member Clubs (including without limitation the Rogers Agreement), but instead shall hold any amounts received thereunder solely as agent for and on behalf of the Member Clubs, and shall deposit such amounts in a segregated account designated as a "funds under administration" or similar account (the "FUA Account").

**17.4** La LCH n'a elle-même droit à aucun paiement, d'honoraires ou autres, fait aux termes d'une entente de diffusion conclue par la LCH à titre de mandataire des équipes membres (y compris, sans s'y limiter, l'entente avec Rogers), mais détient plutôt les sommes reçues aux termes d'une entente de diffusion uniquement à titre de mandataire et pour le compte des équipes membres et les dépose dans un compte distinct de « fonds sous administration » ou un compte semblable (le « compte FSA »).

**17.5** The CHL shall hold any and all footage of CHL hockey games and related content solely as agent for and on behalf of the Member Clubs, and any revenues derived from such footage or content shall be deposited into the FUA Account. Notwithstanding the above, each Member Club retains such broadcasting rights in respect of any of its respective exhibition, regular season, post-season or other CHL Hockey games to the extent that the broadcasting of such games is not subject to, and not precluded by, any contract between the CHL and a third-party broadcaster.

**17.5** La LCH détient tous les enregistrements des matchs de hockey de la LCH et de contenu connexe uniquement à titre de mandataire et pour le compte des équipes membres, et les revenus tirés de ces enregistrements ou de ce contenu sont déposés dans le compte FSA. Malgré ce qui précède, chaque équipe membre conserve les droits de diffusion à l'égard de ses matchs hors-concours, matchs de saison régulière et matchs des séries éliminatoires, ou d'autres matchs de hockey de la LCH, dans la mesure où la diffusion de ces matchs n'est pas visée, ni ne fait l'objet d'une interdiction, par un contrat conclu entre la LCH et un

**17.6** The CHL shall coordinate with the Regional Leagues, acting through their representatives on the Board of Directors, to permit the Regional Leagues to enter into contracts providing for the grant of broadcasting and other media rights (as agent for and on behalf of its Member Clubs) in a manner that is complementary to, but not in conflict with, the CHL's broadcasting and other media agreements. Each Member Club and Regional League shall cooperate with the CHL in the broadcasting agreements entered into by CHL and in the exploitation of such Regional League's and Member Club's local media opportunities to enhance the financial and strategic value of collective broadcasting opportunities.

**17.7** The Member Clubs and the Regional Leagues shall comply with all contracts entered into by (i) the CHL on their behalf or (ii) CHL Properties, including national broadcasting, sponsorship, and other media rights contracts.

**17.8** All revenues derived from contracts executed by the CHL as agent for and on behalf of the Member Clubs shall be owned equally by the Member Clubs. Such revenues shall be deposited into the FUA Account, and handled in accordance with Section 20.2

## ARTICLE 18
## Relationships with Other Hockey Organizations

**18.1** With the approval of the Board of Directors, the CHL may enter into agreements with the National Hockey League, Hockey Canada, U.S.A. Hockey, and any other organization in furtherance of the CHL Mission and the production, promotion, and

diffuseur tiers.

**17.6** La LCH agit en coordination avec les ligues régionales par l'intermédiaire de leurs représentants au conseil d'administration afin de permettre aux ligues régionales de conclure des contrats pour les droits de diffusion et autres droits médiatiques (à titre de mandataire et pour le compte de ses équipes membres), d'une manière qui soit complémentaire aux ententes de diffusion et autres ententes médiatiques de la LCH et qui n'entre pas en conflit avec celles-ci. Chaque équipe membre et chaque ligue régionale doivent collaborer avec la LCH dans le cadre des ententes de diffusion conclues par la LCH et de l'exploitation des occasions médiatiques locales de la ligue régionale et de l'équipe membre afin d'accroître la valeur financière et stratégique des occasions collectives de diffusion.

**17.7** Les équipes membres et les ligues régionales doivent respecter tous les contrats conclus (i) par la LCH en leur nom ou (ii) par Propriétés LCH, y compris les contrats nationaux de diffusion et de commandite et autres contrats de droits médiatiques.

**17.8** Tous les revenus tirés de contrats conclus par la LCH à titre de mandataire et pour le compte des équipes membres appartiennent à parts égales aux équipes membres. Ces revenus doivent être déposés dans le compte FSA et être administrés conformément à l'article 20.2.

## ARTICLE 18
## Relations avec les autres organisations de hockey

**18.1** La LCH, avec l'accord du conseil d'administration, peut conclure des ententes avec la Ligue nationale de hockey, Hockey Canada, U.S.A. Hockey et toute autre organisation en vue de promouvoir la mission de la LCH et la production, la promotion et les activités

operation of CHL Hockey.

**ARTICLE 19**
**CHL Properties**

**19.1** An entity shall be established to perform certain functions related to the exploitation, with a view to a profit, of intellectual property and other intangible rights of the CHL, the Member Clubs and the Regional Leagues. The entity shall be established as either (i) a limited partnership formed under the laws of a province of Canada, with the name "CHL Properties LP/ Société en commandite LCH Propriétés" or a similar name, or (ii) a corporation formed under the laws of Canada or a province of Canada, with the name "CHL Properties Ltd./ Propriétés LCH Limitée" or a similar name. Such entity is referred to herein as "CHL Properties".

**19.2** In connection with the formation of CHL Properties, the CHL may transfer, assign, sell or otherwise convey any tangible or intangible assets currently held by the CHL to CHL Properties, and may transfer the employment of such personnel as may be necessary in order for CHL Properties to be able to perform its functions.

**19.3** CHL Properties shall be owned, directly or indirectly, by each Member Club in equal shares; provided that if CHL Properties is established as a limited partnership, its ownership shall be structured with the intent that it qualifies at all times as a "Canadian partnership" for purposes of the *Income Tax Act* (Canada).

**19.4** CHL Properties shall be established with a view to profiting from the following activities, among others:

(1) Promotion of CHL Hockey

du hockey de la LCH.

**ARTICLE 19**
**Propriétés LCH**

**19.1** Une entité doit être constituée afin de s'acquitter de certaines fonctions liées à l'exploitation, aux fins de réaliser un profit, de droits de propriété intellectuelle et d'autres droits incorporels de la LCH, des équipes membres et des ligues régionales. Cette entité doit être constituée à titre (i) de société en commandite formée sous le régime des lois du Canada et portant le nom de « Société en commandite LCH Propriétés/CHL Properties LP » ou tout autre nom semblable, ou (ii) de société par actions formée sous le régime des lois du Canada ou d'une province du Canada et portant le nom de « Propriétés LCH Limitée/CHL Properties Ltd.» ou tout autre nom semblable. Cette entité est appelée aux présentes « Propriétés LCH ».

**19.2** Dans le cadre de la constitution de Propriétés LCH, la LCH peut transférer, vendre ou autrement céder des actifs corporels ou incorporels qu'elle détient actuellement à Propriétés LCH, et elle peut procéder au transfert d'employés qui s'impose pour que Propriétés LCH puisse s'acquitter de ses fonctions.

**19.3** Propriétés LCH doit être détenue, directement ou indirectement, par chaque équipe membre à parts égales, à la condition que si Propriétés LCH est établie à titre de société en commandite, sa structure de propriété doit être telle qu'elle soit en tout temps admissible à titre de « société de personnes canadienne » aux fins de l'application de la *Loi de l'impôt sur le revenu* (Canada).

**19.4** Propriétés LCH doit être constituée dans le but de tirer profit, entre autres, des activités suivantes :

(1) promouvoir le hockey de la LCH

through marketing, licensing, sponsorship, and other activities;

(2) Exploitation of League and team symbols, including team marks, logos, and colours;

(3) Exploitation of player promotional rights;

(4) Developing and fostering the CHL Hockey brand; and

(5) Deriving revenues from, enhancing the value of, and protecting the intellectual property and other intangible assets of the CHL, the Regional Leagues and the Member Clubs.

**19.5** In order to enable CHL Properties to perform its functions, each of (i) the CHL, (ii) the Regional Leagues, and (iii) the Member Clubs shall grant CHL Properties a license to use their respective intellectual property and other intangible assets, including their marks, logos, and colours (the "CHL Properties License"), and shall execute such license agreements and related supporting documents as the Board of Directors reasonably determines are necessary or desirable in this regard.

**19.6** The Board of Directors shall serve as the Board of Directors for CHL Properties (or of the general partner of CHL Properties if CHL Properties is organized as a limited partnership).

**19.7** The President or his or her designee shall be appointed the President of CHL Properties, and, as such, shall have day-to-day responsibilities for the

au moyen d'activités liées, notamment, à la commercialisation, à la concession de licences et à la commandite;

(2) exploiter les symboles des ligues et des équipes, y compris les marques, les logos et les couleurs des équipes;

(3) exploiter les droits promotionnels des joueurs;

(4) développer et promouvoir la marque du hockey de la LCH;

(5) tirer des revenus, accroître la valeur et assurer la protection de la propriété intellectuelle et d'autres actifs incorporels de la LCH, des ligues régionales et des équipes membres.

**19.5** Afin que Propriétés LCH puisse s'acquitter de ses fonctions, (i) la LCH, (ii) les ligues régionales et (iii) les équipes membres accordent chacune à Propriétés LCH une licence lui permettant d'utiliser leur propriété intellectuelle respective et d'autres actifs incorporels, y compris leurs marques, leurs logos et leurs couleurs (la « licence de LCH ») et signent les contrats de licence et documents à l'appui connexes que le conseil d'administration peut raisonnablement déterminer comme étant nécessaires ou souhaitables à cet égard.

**19.6** Le conseil d'administration agit comme conseil d'administration de Propriétés LCH (ou du commandité de Propriétés LCH si Propriétés LCH est organisée à titre de société en commandite).

**19.7** Le président ou son délégué est désigné comme le président de Propriétés LCH et, à ce titre, est chargé de la gestion courante de Propriétés LCH.

management of CHL Properties.

**19.8** A Member Club that is admitted to CHL membership pursuant to Section 4.3 shall, as part of its admission, acquire a pro rata share in the ownership, liabilities, and benefits of CHL Properties. A Member Club's ownership and other rights in CHL Properties shall automatically be forfeited if that Member Club terminates its CHL membership pursuant to Section 4.5(2), is expelled pursuant to Section 4.6, or has its membership automatically terminated by operation of Section 4.7.

**19.9** The CHL Properties License granted by each Member Club shall be exclusive, including as to that Member Club and its Regional League, with respect to the activities determined by the Board of Directors from time to time. The CHL shall ensure that the Member Clubs and Regional Leagues are informed of the exclusive licensing rights granted to CHL Properties.

**ARTICLE 20**
**Revenues and Expenses of the CHL and CHL Properties**

**20.1** The Board of Directors may authorize the CHL to expend and disburse all funds necessary to operate the CHL and conduct CHL activities, including the costs of personnel, professional advisors, insurance, and facilities, and to maintain such reserve funds as the Board of Directors deems advisable, having regard to the requirement that the CHL be operated exclusively on a not-for-profit basis. The CHL may use revenues derived from any contract entered into by the CHL on its own behalf for such purposes. For the avoidance of doubt, notwithstanding any other provision hereof, under no circumstances shall any of the income derived by the CHL on its own behalf be remitted to, or otherwise made

**19.8** Lorsqu'une équipe membre devient membre de la LCH conformément à l'article 4.3, elle acquiert, dans le cadre de son adhésion, une quote-part de la propriété, du passif et des bénéfices de Propriétés LCH. Si une équipe membre met fin à son adhésion à la LCH conformément au paragraphe 4.5(2), si elle est exclue conformément à l'article 4.6 ou s'il est automatiquement mis fin à son adhésion par l'application de l'article 4.7, elle perd automatiquement le droit de propriété et tous les autres droits dont elle dispose dans Propriétés LCH.

**19.9** La licence de Propriétés LCH concédée par chaque équipe membre est exclusive, y compris en ce qui concerne cette équipe membre et sa ligue régionale, en ce qui a trait aux activités déterminées par le conseil d'administration à l'occasion. La LCH doit veiller à ce que les équipes membres et les ligues régionales soient avisées des droits de licence exclusifs octroyés à Propriétés LCH.

**ARTICLE 20**
**Revenus et dépenses de la lch et de propriétés LCH**

**20.1** Le conseil d'administration peut autoriser la LCH à dépenser les fonds nécessaires à l'exploitation de la LCH et à la conduite des activités de la LCH, notamment les coûts liés au personnel, aux conseillers professionnels, aux assurances et aux installations, et à maintenir des fonds de réserve, selon ce que le conseil d'administration juge pertinent, compte tenu de l'exigence que la LCH soit exploitée exclusivement sans but lucratif. La LCH peut utiliser à ces fins les revenus tirés de tout contrat qu'elle a conclu, pour son propre compte. Pour éviter tout doute, malgré toute autre disposition des présentes, aucun revenu de la LCH obtenu pour son propre compte ne doit en aucun cas être remis

available to or for the benefit of any Member Club or Regional League.

à une équipe membre ou à une ligue régionale ni être mis autrement à la disposition d'une équipe membre ou d'une ligue régionale.

**20.2** All amounts received by the CHL from contracts entered into by the CHL as agent for its Member Clubs shall be deposited into the FUA Account. Such amounts shall not under any circumstances constitute property of the CHL, and shall be remitted as soon as reasonably practicable upon receipt to or at the direction of the Regional Leagues as agent for and on behalf of the Member Clubs, and the Regional Leagues shall, as soon as reasonably practicable after receipt, remit such amounts to the Member Clubs, unless otherwise determined by the Member Clubs through a Major Decision; provided that, if the CHL reasonably determines that it would otherwise be necessary in the near future to levy an assessment on Member Clubs to fund necessary expenses of the CHL, it may instead transfer funds in the FUA Account to the CHL's own account for the sole purpose of funding such expenses, and the Member Clubs and Regional Leagues hereby direct the CHL to utilize the funds in the FUA Account in that manner in such circumstances.

**20.2** Toutes les sommes reçues par la LCH aux termes de contrats conclus par la LCH à titre de mandataire de ses équipes membres doivent être déposées dans le compte FSA. Ces sommes ne doivent en aucun cas constituer la propriété de la LCH et doivent être remises, dès qu'il est raisonnablement possible de le faire après leur réception, aux ligues régionales ou selon leurs instructions, à titre de mandataires des équipes membres et pour leur compte, et les ligues régionales doivent, dès qu'il est raisonnablement possible de le faire après leur réception, remettre ces sommes aux équipes membres, à moins que les équipes membres n'en décident autrement aux termes d'une décision majeure. Toutefois, si la LCH détermine raisonnablement qu'il serait autrement nécessaire dans un proche avenir de percevoir une cotisation auprès des équipes membres afin de financer les dépenses nécessaires de la LCH, elle pourrait plutôt transférer des fonds du compte FSA dans le compte qui lui est propre aux seules fins de financer ces dépenses, et les équipes membres et les ligues régionales donnent par les présentes à la LCH l'instruction d'utiliser les fonds dans le compte FSA de cette manière dans de telles circonstances.

**20.3** To the extent the revenues derived by the CHL are insufficient to cover its expenses in any fiscal year, such that the CHL would otherwise be in a deficit position for that year, the Board of Directors may levy an assessment on the Member Clubs, and thereby require each Member Club (or each Regional League on behalf of its respective Member Clubs), as a condition of its continued membership in the CHL, to contribute a pro rata share of the funds necessary to make up the deficit for that year.

**20.3** Dans la mesure où les revenus obtenus par la LCH ne sont pas suffisants pour couvrir ses dépenses au cours d'un exercice donné et que la LCH se trouverait donc en situation de déficit pour cet exercice, le conseil d'administration peut percevoir une cotisation auprès des équipes membres et ainsi exiger de chaque équipe membre (ou de chaque ligue régionale pour le compte de ses équipes membres respectives), à titre de condition du maintien de son adhésion à la LCH, une contribution aux fonds nécessaire

pour compenser le déficit de l'exercice, au prorata de sa quote-part.

**20.4** The Board of Directors shall engage a public accounting firm to prepare annual financial statements for each of the CHL and CHL Properties, and shall circulate such statements to each Member Club in advance of the CHL Meeting.

**20.4** Le conseil d'administration doit retenir les services d'un cabinet d'experts-comptables aux fins de la préparation des états financiers annuels de chacune de la LCH et de Propriétés LCH et doit distribuer ces états financiers à chaque équipe membre avant l'assemblée de la LCH.

## ARTICLE 21
## Language

**21.1** The parties hereto have required that this Constitution and all deeds, documents and notices relating to this Constitution be drawn up in both the English and French languages and both versions shall be equally official and binding. Both the English and French versions of this Constitution are equally authoritative. Les parties aux présentes ont exigé que la présente Constitution et tous autres contrats, documents ou avis afférents aux présentes soient rédigés dans les langues anglaise et française et que chacune de ces versions seront également officielles et qu'elles lieront les parties aux présentes. Les versions anglaise et française de la présente Constitution ont la même valeur juridique.

## ARTICLE 21
## Langue

**21.1** Les parties aux présentes ont exigé que la présente constitution et autres contrats, documents ou avis afférents aux présentes soient rédigés dans les langues anglaise et française et chacune de ces versions est également officielle et lie les parties aux présentes. Les versions anglaise et française de la présente constitution ont la même valeur juridique. The parties hereto have required that this Constitution and all deeds, documents and notices relating to this Constitution be drawn up in both the English and French languages and both versions shall be equally official and binding. Both the English and French versions of this Constitution are equally authoritative.

## ARTICLE 22
## Notices

**22.1** All notices required by this Constitution shall be deemed given when made in writing and delivered to each Member Club by electronic mail and overnight courier at the last address as shown on the CHL's records, or when a notice in writing is delivered in person.

**22.2** All other notices required or permitted under this Constitution, the CHL By-laws or the CHL Regulations shall be

## ARTICLE 22
## Avis

**22.1** Les avis que la présente constitution exige sont réputés avoir été donnés lorsqu'ils sont présentés par écrit et remis à chaque équipe membre par courrier électronique et par un service de messagerie de 24 heures, à la dernière adresse figurant dans les dossiers de la LCH, ou lorsqu'un avis présenté par écrit est remis en personne.

**22.2** Les autres avis que la présente constitution, les règlements administratifs de la LCH ou les

made in writing and delivered to the President and each Director by electronic mail and overnight courier.

règlements de la LCH exigent ou permettent doivent être présentés par écrit et envoyés au président et à chaque administrateur par courrier électronique et par un service de messagerie de 24 heures.

**ARTICLE 23**
**Amendment of this Constitution**

**23.1** This Constitution and the CHL By-Laws may be amended only by a Supermajority Vote.

**23.2** Within 30 days of any amendment, the President shall provide to each Member Club an up-to-date version of this Constitution reflecting such amendment.

**ARTICLE 23**
**Modifications à la présente constitution**

**23.1** La présente constitution et les règlements administratifs de la LCH ne peuvent être modifiés qu'au moyen d'un vote à la majorité qualifiée.

**23.2** Dans les 30 jours suivant toute modification, le président doit fournir à chaque équipe membre une version mise à jour de la présente constitution reflétant cette modification.

**ARTICLE 24**
**CHL Regulations**

**24.1** The Member Clubs agree to conform to and be bound by CHL Regulations, which shall be approved in accordance with the provisions of this Constitution by a Majority Vote.

**24.2** Any of the CHL Regulations may be added to, amended, repealed or replaced by a Majority Vote.

**24.3** The CHL Regulations shall set out regulations related to player conduct and conduct of any Named Person, including prohibitions against conduct which would be detrimental to the best interest, reputation or image of the CHL or CHL Hockey.

**ARTICLE 24**
**Règlements de la LCH**

**24.1** Les équipes membres acceptent de se conformer aux règlements de la LCH et d'être liées par ceux-ci, lesquels sont approuvés conformément aux dispositions de la présente constitution par un vote à la majorité.

**24.2** Les règlements de la LCH peuvent être complétés, modifiés, abrogés ou remplacés au moyen d'un vote à la majorité.

**24.3** Les règlements de la LCH prévoient des règlements liés à la conduite des joueurs et à la conduite de toute personne nommément désignée, y compris des interdictions visant toute conduite qui porterait préjudice à l'intérêt, à la réputation ou à l'image de la LCH ou du hockey de la LCH.

**ARTICLE 25**
**General**

**25.1** This Constitution shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario and shall be

**ARTICLE 25**
**Généralités**

**25.1** La présente constitution est régie et interprétée conformément aux lois de la province de l'Ontario et aux lois fédérales du Canada applicables dans la province de l'Ontario et est traitée à

treated in all respects as an Ontario contract. Each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Ontario.

tous égards comme un contrat ontarien. Chacune des parties aux présentes reconnaît irrévocablement la compétence des tribunaux de la province de l'Ontario.

**25.2** This Constitution shall be deemed to be a unanimous member agreement pursuant to Section 170 of the Act. This Constitution shall continue to be effective notwithstanding a transfer of membership and this Constitution shall be binding upon the remaining Member Clubs so long as there is at least one Member Club.

**25.2** La présente constitution est considérée comme une convention unanime des membres en vertu de l'article 170 de la Loi. La présente constitution continuera d'être en vigueur malgré le transfert d'une adhésion et la présente constitution liera les équipes membres restantes tant qu'il y subsistera au moins une équipe membre.

**25.3** This Constitution, together with any Exhibits attached to this Constitution and any agreements and documents to be delivered pursuant to the terms of this Constitution, constitutes the entire agreement between the CHL and the Member Clubs pertaining to the subject matter of this Constitution and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, representations, warranties or other agreements between the CHL and any of the Member Clubs in connection with the subject matter of this Constitution, whether oral or written, express or implied, statutory or otherwise, except as specifically set out in this Constitution.

**25.3** La présente constitution, ainsi que toutes les pièces annexées à la présente constitution et les accords et documents devant être remis conformément aux modalités de la présente constitution, constituent l'intégralité de l'accord conclu entre la LCH et les équipes membres concernant l'objet de la présente constitution et remplace l'ensemble des conventions, ententes, négociations et discussions antérieures, verbales ou écrites. Il n'y a aucune condition, déclaration, garantie ou autre entente entre la LCH et l'une des équipes membres relativement à l'objet de la présente constitution, qu'elle soit verbale ou écrite, expresse ou implicite, prévue par la loi ou autrement, sous réserve de ce qui est expressément précisé dans la présente constitution.

**25.4** Nothing in this Constitution shall be deemed in any way or for any purpose to constitute any party a partner of, or a member of a joint venture or joint enterprise with, any other party to this Constitution in the conduct of any business or otherwise.

**25.4** Aucune disposition de la présente constitution ne saurait constituer, de quelque façon et pour quelque fin que ce soit, l'une ou l'autre partie à la présente convention comme partenaire, membre d'une coentreprise ou coentreprise de toute autre partie à la présente constitution dans le cadre de la conduite des affaires ou autrement.

**25.5** Any reference in this Constitution to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated, re-enacted, or replaced from time to

**25.5** Toute mention dans la présente constitution d'une loi ou d'un article de celle-ci est réputée, à moins d'indication expresse contraire, être une référence à cette loi ou à cet article, dans sa version modifiée, mise à jour, rééditée ou

time. Unless the context requires otherwise, references in this Constitution to Articles or Exhibits are to Articles or Exhibits of this Constitution. Wherever the words "include", "includes" or "including" are used in this Constitution, they shall be deemed to be followed by the words "without limitation" and the words following "include", "includes" or "including" shall not be considered to set forth an exhaustive list.

remplacée à l'occasion. Sauf indication contraire du contexte, les références dans la présente constitution aux articles ou aux annexes renvoient aux articles ou aux annexes de la présente constitution. Lorsque les termes « comprennent », « comprend » et « y compris » sont utilisés dans la présente constitution, ils sont réputés être suivis du terme « notamment » et les termes suivant les mentions de « comprennent », « comprend » et « y compris » ne doivent pas être considérés comme énonçant une liste exhaustive.

**25.6** A waiver of any default, breach or non-compliance under this Constitution is not effective unless in writing and signed by the party hereto to be bound by the waiver. No waiver shall be inferred from or implied by any failure to act or delay in acting by a party hereto in respect of any default, breach, non-observance or by anything done or omitted to be done by another party. The waiver by a party hereto of any default, breach or non-compliance under this Constitution shall not operate as a waiver of that party's rights under this Constitution in respect of any continuing or subsequent default, breach or non-compliance (whether of the same or any other nature).

**25.6** La renonciation en cas de manquement, d'infraction ou de non-respect aux termes de la présente constitution n'est pas exécutoire à moins d'être présentée par écrit et signée par la partie devant être liée par la renonciation. Aucune renonciation ne résultera ni ne sera présumée résulter d'un manquement à agir ou d'un retard à agir d'une partie aux présentes relativement à un manquement, une infraction, un non-respect ou d'un acte accompli ou omis par une autre partie. La renonciation par une partie aux présentes à tout manquement, infraction ou non-respect aux termes de la présente constitution ne peut constituer une renonciation aux droits de cette partie aux termes de la présente constitution en ce qui concerne tout manquement, infraction ou non-respect continu ou subséquent (de même nature ou non).

**25.7** Any provision of this Constitution which is prohibited or unenforceable by the laws of any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Constitution, all without affecting the remaining provisions of this Constitution or affecting the validity or enforceability of such provision in any other jurisdiction.

**25.7** Toute disposition de la présente constitution qui est interdite ou inapplicable en vertu des lois d'un territoire quelconque sera, en ce qui concerne ce territoire, nulle et sans effet dans la mesure de son interdiction ou de son inapplicabilité, et sera supprimée de la présente constitution, sans affecter les dispositions restantes de la présente constitution ni la validité ou la force exécutoire de cette disposition dans tout autre territoire.

**25.8** The Member Clubs agree to sign all

**25.8** Les équipes membres s'engagent à

such documents and do all such things as may be necessary or desirable, including the casting of any votes from time to time and at all times, in whatever manner as shall be necessary to more completely and effectively carry out the terms and intentions of this Constitution and to cause the CHL and Regional Leagues to act in the manner contemplated by this Constitution. To the extent under its control, each Member Club shall ensure that nominees to the Board of Directors of the CHL act in such a manner as to give effect to the provisions of this Constitution. If a nominee fails to act in such manner as to give effect to the provisions of this Constitution, the applicable Member Club(s) shall cooperate in taking all such actions as may be necessary from time to time to remove any such nominee from the Board of Directors.

signer tous les documents et à prendre toutes les mesures nécessaires ou souhaitables, y compris la tenue de votes à l'occasion et en tout temps, de la manière qui sera nécessaire pour exécuter pleinement et efficacement les modalités et mener à bien les intentions de la présente constitution et obliger la LCH et les ligues régionales à agir conformément à la présente constitution. Dans la mesure où elle peut le faire, chaque équipe membre veille à ce que les membres du conseil d'administration de la LCH agissent de manière à donner effet aux dispositions de la présente constitution. Si un membre n'agit pas de manière à donner effet aux dispositions de la présente constitution, les équipes membres visées collaboreront afin de prendre toutes les mesures nécessaires à l'occasion pour destituer ce membre du conseil d'administration.

**25.9** This Constitution shall enure to the benefit of and be binding upon the parties and their personal representatives, successors and permitted assigns and any reference to a right or an obligation of a party shall be deemed to include a reference to such personal representatives, successors and permitted assigns to the extent that the context requires.

**25.9** La présente constitution lie les parties et leurs représentants personnels, successeurs et ayants droit et s'applique à leur profit et tout renvoi à un droit ou à une obligation d'une partie est réputé inclure un renvoi à ces représentants personnels, successeurs et ayants droit dans la mesure où le contexte l'exige.

**25.10** The Member Clubs hereby acknowledge and agree that during their periods of involvement with the CHL they have been and will be given access to or otherwise come into contact with information relating to the business, operations, properties, assets and liabilities of the CHL, including information relating to business, finance, operations and marketing plans, ideas, projections and results, policies, regulations, rules, materials, financial, statistical and demographic information, intellectual property and personnel data, which are considered by the CHL and the Member Clubs to be valuable, secret and confidential (the "Confidential Information").

**25.10** Par les présentes, les équipes membres reconnaissent et conviennent que, pendant les périodes où elles s'engagent auprès de la LCH, elles ont et auront accès à des renseignements concernant les affaires, les activités, les propriétés, les actifs et les passifs de la LCH, notamment des renseignements relatifs aux plans d'affaires, financiers, opérationnels et de commercialisation, aux idées, aux projections et aux résultats, aux politiques, aux règlements, aux règles, aux documents, aux renseignements financiers, statistiques et démographiques, à la propriété intellectuelle et aux données personnelles, qui sont considérés par la LCH et les équipes membres comme

Confidential Information does not include information that: (a) is now or subsequently becomes generally available to the public through no fault on the part of the Member Club; (b) is independently developed by a Member Club without the use of any Confidential Information; or (c) a Member Club rightfully obtains from a third party who has the right to transfer or disclose it. Each Member Club hereby agrees that it shall not, at any time that it is a Member Club, and for a period of one year after it shall cease to be a Member Club, for any purpose, make public, disclose, divulge, furnish, transfer, sell, release or otherwise make available to any third party, any of the Confidential Information or otherwise use any of the Confidential Information or allow any of the Confidential Information to be used for any purpose whatsoever other than (A) for the purposes of advancing the CHL Mission; and (B) disclosure to a governmental or other authority that is required by law and where there is no reasonable means to avoid such disclosure. Each Member Club shall cause its applicable Players and Named Persons to comply with the provisions of this Section 25.10. In the event a Member Club is required by law, rule, regulation or legal process (including in a judicial, administrative or governmental proceeding to which a Member Club is subject, or requested by a regulatory authority or agency with legal jurisdiction over a Member Club) to disclose any Confidential Information, the Member Club shall, before any such disclosure is made, give the CHL and other Member Clubs prompt written notice of the compelled disclosure and shall cooperate with the CHL and other Member Clubs in seeking a protective order or any other protections available to limit the disclosure of the Confidential Information.

des renseignements précieux, secrets et confidentiels (les « renseignements confidentiels »). Les renseignements confidentiels ne comprennent pas les renseignements : a) qui sont actuellement ou deviennent par la suite généralement accessibles au public, sans qu'il n'y ait eu de faute commise par l'équipe membre; b) qui sont indépendamment conçus par une équipe membre sans l'utilisation de renseignements confidentiels; ou c) qu'une équipe membre obtient légitimement auprès d'une tierce partie qui a le droit de les transférer ou de les divulguer. Par les présentes, chaque équipe membre s'engage, tant qu'elle sera une équipe membre et pour une période de un an après qu'elle cesse d'être une équipe membre, à quelque fin que ce soit, à ne pas rendre publics, divulguer, fournir, transférer, vendre, diffuser ou rendre autrement disponible à une tierce partie des renseignements confidentiels ni à autrement utiliser des renseignements confidentiels ni à permettre que soient utilisés des renseignements confidentiels pour quelque raison que ce soit, sauf A) aux fins de la promotion de la mission de la LCH; et B) dans le cadre de la divulgation à une autorité gouvernementale ou autre qui est requise par la loi et dans l'éventualité où il n'existe aucun moyen raisonnable d'éviter cette divulgation. Chaque équipe membre doit faire en sorte que ses joueurs et personnes nommément désignées visées se conforment aux dispositions du présent article 25.10. Dans l'éventualité où une équipe membre est tenue par une loi, une règle, un règlement ou un processus judiciaire (y compris une procédure judiciaire, administrative ou gouvernementale à laquelle une équipe membre est assujettie, ou une demande d'une autorité ou d'un organisme de réglementation ayant compétence légale sur l'équipe membre) de divulguer des renseignements confidentiels, l'équipe membre doit, avant de procéder à cette divulgation,

aviser sans délai par écrit la LCH et les autres équipes membres de la contrainte de divulgation et coopérer avec la LCH et les autres équipes membres afin d'obtenir une ordonnance préventive ou tout autre protection disponible afin de limiter la divulgation des renseignements confidentiels.

**25.11** This Constitution may be executed by the parties in counterparts and when all parties have executed at least as many counterparts as there are parties, all of such counterparts shall be deemed to be originals and all such counterparts taken together shall constitute one and the same agreement. Counterparts may be executed either in original, facsimile, scanned or other electronic form and the parties adopt any signatures received by facsimile, email or other electronic means as original signatures of the parties. The Constitution provided to the CHL shall be kept in the minute book of the CHL.

**IN WITNESS WHEREOF** the parties have executed this Constitution as of the date first above written.

*[Remainder of page intentionally blank]*

**25.11** La présente constitution peut être signée par les parties en différents exemplaires et lorsque toutes les parties ont signé au moins autant d'exemplaires qu'il y a de parties, tous ces exemplaires sont réputés être des originaux et tous ces exemplaires constituent ensemble un seul et même accord. Les exemplaires peuvent être signés soit sous leur forme originale ou envoyés par télécopie, par numérisation ou par tout autre moyen électronique, et les parties adoptent toutes les signatures ainsi reçues comme étant les signatures originales des parties. La constitution fournie à la LCH est conservée dans le procès-verbal de la LCH.

**EN FOI DE QUOI** les parties ont signé la présente constitution à la première date indiquée ci-dessus.

*[Le reste de cette page est laissée en blanc intentionnellement]*

**EXHIBIT A**

**Western Hockey League**

***Original Member Clubs***

Brandon Wheat Kings

Calgary Hitmen

Edmonton Oil Kings

Everett Silvertips

Kamloops Blazers

Kelowna Rockets

Kootenay Ice

Lethbridge Hurricanes

Medicine Hat Tigers

Moose Jaw Warriors

Prince Albert Raiders

Prince George Cougars

Portland Winterhawks

Red Deer Rebels

Regina Pats

Saskatoon Blades

Seattle Thunderbirds

Spokane Chiefs

Swift Current Broncos

Tri-City Americans

Vancouver Giants

Victoria Royals

**ANNEXE A**

**Western Hockey League**

***Équipes membres fondatrices***

Wheat Kings de Brandon

Hitmen de Calgary

Oil Kings d'Edmonton

Silvertips d'Everett

Blazers de Kamloops

Rockets de Kelowna

Ice de Kootenay

Hurricanes de Lethbridge

Tigers de Medicine Hat

Warriors de Moose Jaw

Raiders de Prince Albert

Cougars de Prince George

Winterhawks de Portland

Rebels de Red Deer

Pats de Regina

Blades de Saskatoon

Thunderbirds de Seattle

Chiefs de Spokane

Broncos de Swift Current

Americans de Tri-City

Giants de Vancouver

Royals de Victoria

**Ontario Major Junior Hockey League (d/b/a Ontario Hockey League)**

**Ligue de hockey junior majeur de l'Ontario (faisant affaire sous la dénomination de Ligue de hockey de l'Ontario)**

***Original Member Clubs***

Barrie Colts

Erie Otters

Flint Firebirds

Guelph Storm

Hamilton Bulldogs

Kingston Frontenacs

Kitchener Rangers

London Knights

Mississauga Steelheads

Niagara Icedogs

North Bay Battalion

Oshawa Generals

Ottawa 67's

Owen Sound Attack

Peterborough Petes

Saginaw Spirit

Sarnia Sting

Sault Ste Marie Greyhounds

Sudbury Wolves

Windsor Spitfires

***Équipes membres fondatrices***

Colts de Barrie

Otters d'Érié

Firebirds de Flint

Storm de Guelph

Bulldogs de Hamilton

Frontenacs de Kingston

Rangers de Kitchener

Knights de London

Steelheads de Mississauga

Icedogs de Niagara

Battalion de North Bay

Generals d'Oshawa

67's d'Ottawa

Attack d'Owen Sound

Petes de Peterborough

Spirit de Saginaw

Sting de Sarnia

Greyhounds de Sault-Ste-Marie

Wolves de Sudbury

Spitfires de Windsor

| **Quebec Major Junior Hockey League** | **Ligue de hockey junior majeur du Québec** |
|---|---|
| ***Original Member Clubs*** | ***Équipes membres fondatrices*** |
| Acadie-Bathurst Titan | Titan d'Acadie-Bathurst |
| Baie-Comeau Drakkar | Drakkar de Baie-Comeau |
| Blainville-Boisbriand Armada | Armada de Blainville-Boisbriand |
| Cape Breton Screaming Eagles | Screaming Eagles de Cap-Breton |
| Charlottetown Islanders | Islanders de Charlottetown |
| Chicoutimi Sagueneens | Saguenéens de Chicoutimi |
| Drummondville Voltigeurs | Voltigeurs de Drummondville |
| Gatineau Olympiques | Olympiques de Gatineau |
| Halifax Mooseheads | Mooseheads de Halifax |
| Moncton Wildcats | Wildcats de Moncton |
| Québec Remparts | Remparts de Québec |
| Rimouski Oceanic | Océanic de Rimouski |
| Rouyn-Noranda Huskies | Huskies de Rouyn-Noranda |
| Saint John Sea Dogs | Sea Dogs de Saint John |
| Shawinigan Cataractes | Cataractes de Shawinigan |
| Sherbrooke Phoenix | Phoenix de Sherbrooke |
| Val d'Or Foreurs | Foreurs de Val-d'Or |
| Victoriaville Tigres | Tigres de Victoriaville |

N° : 200-06-000258-238

PROVINCE DE QUÉBEC
COUR SUPÉRIEURE
DISTRICT DE QUÉBEC
LOCALITÉ DE QUÉBEC

**CARL LATULIPPE**

Demandeur

c.

**LIGUE CANADIENNE DE HOCKEY**

-et-

***AL.***

Défenderesses

10882/335826.00001 **BF1347**
CASIER DE COUR N$^{O}$ 133

PIÈCE PA-2

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**PIÈCE**
**PA-3**

# CONSTITUTION DE
# LIGUE DE HOCKEY JUNIOR MAJEUR DU QUÉBEC INC.

**Conclue par décision unanime des Clubs membres le 20 août 2020**

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**CONSTITUTION**

**DE LIGUE DE HOCKEY JUNIOR MAJEUR DU QUÉBEC**
**Datée du 20 août 2020**

**ATTENDU QUE** la Constitution (telle que définie ci-après) est une convention unanime des membres conclue le 20 août 2020 entre tous les membres de Ligue de hockey junior majeur du Québec inc., soit chaque Club membre (tel que défini ci-après) fondateur dont la signature apparaît aux présentes, toute autre personne physique ou morale, société de personnes, fiducie, organisation non constituée en personne morale ou autre entité qui, après la date des présentes, devient membre de Ligue de hockey junior majeur du Québec inc. conformément aux modalités des présentes et signe et remet un exemplaire des présentes, et Ligue de hockey junior majeur du Québec inc., et à laquelle intervient chacun des Propriétaires (tels que définis ci-après) dont la signature apparaît aux présentes;

**ATTENDU QUE** la Ligue est assujettie à la Loi (telle que définie ci-après);

**ET ATTENDU QUE** les Clubs membres, agissant sous l'autorité de la Loi, ont convenu d'adopter la présente constitution de manière à retirer l'ensemble des pouvoirs des administrateurs de gérer ou de superviser la gestion des activités et des affaires de la Ligue et à prévoir que, dans la mesure où la Constitution restreint les pouvoirs des administrateurs de gérer ou de superviser la gestion des activités et des affaires de la Ligue, les Clubs membres assument ces pouvoirs, libérant ainsi ces administrateurs de ces droits, pouvoirs, obligations et responsabilités dans toute la mesure permise par la Loi;

**PAR CONSÉQUENT, LES PARTIES CONVIENNENT DE CE QUI SUIT:**

## ARTICLE 1
## DISPOSITIONS GÉNÉRALES

### 1.1 Définitions

Aux fins de la présente Constitution et des documents s'y rapportant ou y faisant renvoi, à moins de mention à l'effet contraire ou d'incompatibilité avec le contexte, les termes et expressions suivants ont le sens qui leur est donné ci-après:

1.1.1 « **Affilié** » désigne, en relation avec une Entité, (i) toute autre entité qui est une « personnes liée » à cette Entité, au sens attribué à ce terme dans la *Loi de l'impôt sur le revenu* (Canada), et (ii) toute personne physique qui est un haut-dirigeant, administrateur, représentant ou employé de cette Entité;

1.1.2 « **Assemblée des membres** » désigne l'ensemble des Clubs membres représentés par leurs représentants ou représentants suppléants respectifs, responsable de gérer les activités et les affaires internes de la Ligue ou d'en surveiller la gestion;

1.1.3 « **BAIIA** » signifie le bénéfice net pour la période de douze (12) mois se terminant à la date où le BAIIA est calculé, plus la somme des éléments

suivants, dans la mesure où ces éléments ont été déduits dans le calcul du bénéfice net:

a) les intérêts et les dividendes;

b) les impôts;

c) l'amortissement;

Le bénéfice net se calcule en excluant les postes extraordinaires ou non récurrents, les gains et pertes de change non réalisés sur les instruments financiers en devises étrangères et les charges ou autres opérations de bilan pour des entreprises ou personnes liées ou toutes autres activités qui ne sont pas directement liées aux affaires de la Ligue.

1.1.4 « **Bureau du commissaire** » a le sens qui lui est attribué au paragraphe 16.4;

1.1.5 « **Céder** » signifie vendre, échanger, céder, louer, prêter, donner, assigner, léguer, hypothéquer ou autrement grever de toute sûreté, hypothèque ou autre affectation ou aliéner d'une quelconque façon ainsi que toute tentative d'effectuer, directement ou indirectement, l'une ou l'autre de ces opérations (et « **Cession** » a le même sens);

1.1.6 « **Club** » désigne l'entreprise et les éléments d'actif exploités par un Club membre relativement à une équipe de hockey de niveau junior majeur, cette entreprise comprenant la gestion d'une équipe de hockey de niveau junior majeur, toutes activités de hockey, ainsi que toutes activités d'entreprise liées au hockey, à la Concession de ce Club membre ou découlant de l'adhésion de ce Club membre à la Ligue, et les éléments d'actif exploités par ce Club membre comprenant tous droits liés à la Concession, aux contrats des joueurs, aux contrats de promotion ou de commandite, aux installations sportives et aux revenus, ainsi que tous autres éléments d'actif communément liés à l'exploitation d'une équipe de hockey, y compris les installations, équipements et matériels d'affichage, d'entretien, de pratique, d'entraînement ou de jeu de hockey;

1.1.7 « **Club membre** » désigne chacune des entités qui détiennent une adhésion comme membre de la Ligue et dont le nom apparaît au registre des membres de la Ligue;

1.1.8 « **Commissaire** » a le sens qui lui est attribué au paragraphe 16.3;

1.1.9 « **Comité exécutif** » a le sens qui lui est attribué au paragraphe 16.5;

1.1.10 « **Concession** » désigne l'ensemble des droits accordés par la Ligue en vertu d'un Contrat de concession, y compris (i) le droit d'exercer les activités d'entreprise ainsi que les activités de hockey liées à l'exploitation d'un Club au sein de la Ligue; (ii) les droits se rattachant à un Territoire exclusif; (iii) le droit d'être une entité reconnue par la Ligue aux fins de conclure certains contrats spécifiques tels les contrats des joueurs et les contrats de commandite; (iv) le droit de détenir ou d'exploiter, les biens et éléments

d'actif communément liés à l'exploitation d'une équipe de hockey de niveau junior majeur reconnue par la Ligue, y compris tout nom, logo et marque de commerce ainsi que les biens et éléments d'actif d'un Club;

1.1.11 « **Constitution** » désigne la présente convention unanime conclue par tous les Clubs membres datée du 20 août 2020 ainsi que toute convention écrite subséquente, conclue de temps à autre par l'ensemble des Clubs membres qui restreint en tout ou en partie les pouvoirs des administrateurs de gérer les activités et les affaires internes de la Ligue ou d'en surveiller la gestion et qui a pour objet de modifier ou de complémenter les présentes;

1.1.12 « **Contrat de concession** » en relation avec chacun des Clubs membres, désigne le contrat auquel ce Club membre est partie avec la Ligue dont l'objet est l'octroi d'une Concession;

1.1.13 « **Contrôle** » désigne :

a) dans le cas d'une personne morale, la détention, directe ou indirecte, d'un nombre de Parts votantes permettant d'élire ou de nommer la majorité des administrateurs, fiduciaires ou dirigeants de cette personne morale;

b) dans le cas d'une société en nom collectif, en participation ou en commandite, la détention, directe ou indirecte, de plus de cinquante pour cent (50 %) des Parts votantes de cette société;

c) dans le cas d'une société en nom collectif ou en participation, le droit direct ou indirect de diriger et d'administrer les affaires de cette société;

d) dans le cas d'une société en commandite, le fait pour une personne (i) d'être le seul commandité de la société en commandite, ou (ii) de détenir le droit direct ou indirect de désigner ou remplacer son commandité, la majorité des commandités ou le droit direct ou indirect d'exercer plus de cinquante pour cent (50 %) des droits de vote détenus par les commandités relativement aux affaires de la société en commandite, ou (iii) de détenir le contrôle du seul commandité de la société en commandite;

e) dans le cas d'une Entité ouverte, la détention, directe ou indirecte, d'au moins vingt pour cent (20 %) des Parts votantes de cette Entité ouverte;

f) dans le cas d'une fiducie ou d'un patrimoine d'affectation qui n'est pas une personne morale, la détention, directe ou indirecte, de la majorité des Parts votantes de cette fiducie ou de ce patrimoine d'affectation;

1.1.14 « **Décision officielle de la Ligue** » désigne toute décision, que ce soit une mesure disciplinaire ou autre, prise, selon le contexte, par l'Assemblée des membres, le Commissaire, le Bureau du commissaire ou toute autre personne

ou organe en autorité en vertu de la Constitution, du Règlement ou d'une délégation de pouvoir conforme aux présentes, selon le cas;

1.1.15 « **Entité** » signifie une société par actions, une société de personnes, une société en nom collectif, en commandite ou en participation, toute organisation ou organisme à but non lucratif, toute association, syndicat ou organisation non constituée en personne morale, toute fiducie, succession, organisme public ou toute autre personne morale, patrimoine d'affectation ou autre entité juridique quelconque, quel que soit son mode de constitution ou sa désignation;

1.1.16 « **Entité ouverte** » signifie une Entité dont les valeurs mobilières, parts sociales, parts du fonds commun ou autres titres ou droits sont inscrits et affichés à des fins de négociation à la cote d'une bourse au Canada ou à l'étranger;

1.1.17 « **Fonds de réserve** » désigne la réserve de trésorerie constituée de profits y affectés sur décision de l'Assemblée des membres prise par voie de Résolution ordinaire et de la quote-part payée par chacun des Clubs membres selon ce qui est prévu au paragraphe 23.3. Le capital du Fonds de réserve est préservé au compte courant de la Ligue en prévision d'éventuelles difficultés financières résultant de circonstances inhabituelles et imprévues. Les intérêts générés par le capital du Fonds de réserve peuvent servir aux opérations de la Ligue;

1.1.18 « **Ligue** » désigne Ligue de hockey junior majeur du Québec inc., une organisation assujettie à la Loi;

1.1.19 **« Loi »** désigne la *Loi canadienne sur les organisations à but non lucratif* (L.C. 2009, ch. 23), y compris tous les règlements pris en vertu de cette loi;

1.1.20 « **Match** » désigne tout match, partie, rencontre ou joute de hockey entre les équipes de deux Clubs membres, selon les règles de jeu et autres normes prescrites par la Ligue;

1.1.21 « **Parties** » désigne la Ligue, chacun des Clubs membres et chacun des Propriétaires dont l'intervention aux présentes est constatée;

1.1.22 « **Parts** » désigne:

a) dans le cas d'une personne morale, des actions, valeurs mobilières, parts sociales, adhésions ou autres intérêt, titre ou droit de cette personne morale;

b) dans le cas d'une société en nom collectif, en participation ou en commandite, des parts du fonds commun de cette société;

c) dans le cas d'une fiducie ou d'un patrimoine d'affectation qui n'est pas une personne morale, des parts sociales ou autres titres de participation ou autres droits;

1.1.23 « **Parts votantes** » désigne :

a) dans le cas d'une personne morale, des actions, valeurs mobilières, parts sociales, adhésions ou autres intérêt, titre ou droit permettant d'élire ou de nommer les administrateurs, fiduciaires ou dirigeants de cette personne morale;

b) dans le cas d'une société en nom collectif, en participation ou en commandite, des parts du fonds commun de cette société permettant d'élire ou de nommer, le cas échéant, les administrateurs, dirigeants ou le commandité de cette société;

c) dans le cas d'une fiducie ou d'un patrimoine d'affectation qui n'est pas une personne morale, des parts sociales, autres titres de participation ou autres droits comprenant droit de vote ou permettant de choisir un fiduciaire ou un représentant de cette fiducie ou de ce patrimoine d'affectation;

1.1.24 « **Propriétaire** » en relation avec un Club membre, désigne l'une ou l'autre des personnes suivantes:

a) toute personne physique ayant la détention directe ou indirecte de Parts d'un Club membre;

b) toute Entité ouverte ayant la détention directe ou indirecte de Parts d'un Club membre;

c) toute municipalité ayant la détention directe ou indirecte de Parts d'un Club membre ou par laquelle ou à la demande de laquelle le Club membre est constitué ou administré;

1.1.25 « **Règlement** » désigne le règlement administratif général dûment adopté par voie de Résolution des Clubs membres le 20 août 2020 et tous les autres règlements administratifs de la Ligue, tels que modifiés et mis à jour de temps à autre;

1.1.26 « **Résolution ordinaire** » désigne une résolution adoptée par le vote affirmatif de plus de cinquante pour cent (50 %) du nombre total des voix pouvant être exprimées par les Clubs membres présents lors d'une Réunion et habilités à voter en conformité des lois, des statuts, de la Constitution et du Règlement régissant la Ligue;

1.1.27 « **Résolution extraordinaire** » désigne une résolution adoptée par le vote affirmatif d'au moins les deux tiers du nombre total des voix pouvant être exprimées par les Clubs membres présents lors d'une Réunion et habilités à voter en conformité des lois, des statuts, de la Constitution et du Règlement régissant la Ligue;

1.1.28 « **Résolution unanime** » désigne une résolution adoptée par l'unanimité des votes des Clubs membres présents lors d'une Réunion et habilités à voter en

conformité des lois, des statuts, de la Constitution et du Règlement régissant la Ligue;

1.1.29 « **Réunion** » désigne une réunion de l'Assemblée des membres qui est, selon le cas, une réunion annuelle telle que décrite au paragraphe 17.15 ou une réunion extraordinaire telle que décrite au paragraphe 17.16;

1.1.30 « **Saison** » désigne la période désignée par la Ligue dans une année, débutant avec la séance de sélection annuelle et se terminant avec la remise de la Coupe du Président, au cours de laquelle sont tenus les Matchs réguliers ainsi que les Matchs éliminatoires aux fins de la remise de la coupe du président;

1.1.31 « **Territoire exclusif** » signifie une zone géographique qui est le plus grand, soit (i) du territoire compris à l'intérieur d'un rayon de quarante (40) kilomètres des limites d'une ville ou d'une municipalité où est exploité un Club, et (ii) du territoire comprenant une population de soixante mille (60 000) habitants dont le centre est l'installation sportive où sont tenus les Matchs organisés par un Club membre.

## 1.2 Interprétation

Aux fins de cette Constitution et sauf disposition contraire, les sous-paragraphes suivants s'appliquent :

1.2.1 Le préambule ainsi que les annexes font partie intégrante de la Constitution;

1.2.2 Les Parties ont exigé que la Constitution, le Règlement et autres contrats, documents ou avis y afférents soient rédigés en français puis traduits en anglais. Les Parties conviennent que seule la version française de la Constitution est officielle, produit des effets juridiques et lie les Parties. Toute traduction de la Constitution en anglais ne produit aucun effet juridique et, en cas de divergence entre la version française et la version anglaise de la Constitution, la version française a préséance sur la version anglaise. *The parties hereto have required that the constitution, bylaws and other related contracts, documents or notices be drafted in French and then translated into English. The Parties agree that only the French version of the constitution is official, has legal effect and is binding on the parties. Any translation of the constitution into English shall have no legal effect and, in the event of any discrepancy between the French and English versions of the constitution, the French version shall take precedence over the English version*.

1.2.3 Les termes « y compris », « comprenant » et « comprendre » ne doivent pas être interprétés comme limitant le terme ou la déclaration d'ordre général qu'ils qualifient, mais plutôt comme référant à tous autres éléments ou questions qui pourraient raisonnablement entrer dans leur champ d'application;

1.2.4 Un renvoi à une devise désigne la devise canadienne et tout montant dans une autre devise sera converti en dollars canadiens au taux de change en vigueur à la date de la conversion;

1.2.5 Le genre masculin comprend le genre féminin et le singulier comprend le pluriel et vice versa;

1.2.6 La Constitution est régie et interprétée conformément aux lois de la province de Québec et aux lois fédérales du Canada applicables dans la province de Québec et est traitée à tous égards comme un contrat au sens du *Code civil du Québec*.

1.2.7 La Constitution lie les Parties et leurs représentants personnels, successeurs et ayants droit et s'applique à leur bénéfice et tout renvoi à un droit ou à une obligation d'une Partie est réputé comprendre un renvoi à ces représentants personnels, successeurs et ayants droit dans la mesure où le contexte l'exige;

1.2.8 La Constitution, ainsi que toutes les pièces annexées à la Constitution et les accords et documents devant être remis conformément aux modalités de la Constitution, constituent l'intégralité de l'accord conclu entre la Ligue et les Clubs membres concernant l'objet de la Constitution et remplacent l'ensemble des conventions, ententes, négociations et discussions antérieures, verbales ou écrites. Il n'y a aucune condition, déclaration, garantie ou autre entente entre la Ligue et l'un des Clubs membres relativement à l'objet de la Constitution, qu'elle soit verbale ou écrite, expresse ou implicite, prévue par la Loi ou autrement, sous réserve de ce qui est expressément précisé dans la Constitution;

1.2.9 Aucune disposition de la Constitution ne saurait constituer, de quelque façon et pour quelque fin que ce soit, l'une ou l'autre Partie à la Constitution comme partenaire, membre d'une coentreprise ou coentreprise de toute autre Partie à la Constitution dans le cadre de la conduite des affaires de la Ligue, de celles d'un Club membre ou autrement;

1.2.10 La renonciation en cas de manquement, d'infraction ou de non-respect aux termes de la Constitution n'est pas exécutoire à moins d'être présentée par écrit et signée par la Partie devant être liée par la renonciation. Aucune renonciation ne résultera ni ne sera présumée résulter d'un manquement à agir ou d'un retard à agir d'une Partie relativement à un manquement, une infraction, un non-respect ou d'un acte accompli ou omis par une autre Partie. La renonciation par une Partie à tout manquement, infraction ou non-respect aux termes de la Constitution ne peut constituer une renonciation aux droits de cette Partie aux termes de la Constitution en ce qui concerne tout manquement, infraction ou non-respect continu ou subséquent (de même nature ou non);

1.2.11 Les avis que la Constitution exige sont réputés avoir été donnés lorsqu'ils sont présentés par écrit et remis à chaque Club membre par un moyen électronique ou par un service de messagerie de 24 heures, à la dernière adresse figurant dans les dossiers de la Ligue, ou lorsqu'un avis présenté par écrit est remis en personne;

1.2.12 La Constitution peut être signée par les Parties en différents exemplaires et lorsque toutes les Parties ont signé au moins autant d'exemplaires qu'il y a de Parties, tous ces exemplaires sont réputés être des originaux et tous ces

exemplaires constituent ensemble un seul et même accord. Les exemplaires peuvent être signés soit sous leur forme originale ou envoyés par télécopie, par numérisation ou par tout autre moyen électronique, et les Parties adoptent toutes les signatures ainsi reçues comme étant les signatures originales des Parties. La Constitution fournie à la Ligue est conservée dans les livres et registres de la Ligue.

## ARTICLE 2
## DÉNOMINATION

La Ligue porte la dénomination de Ligue de hockey junior majeur du Québec inc.

## ARTICLE 3
## MISSION, OBJETS ET VALEURS FONDAMENTALES

### 3.1 Mission et objets

3.1.1 La Ligue a pour mission de faire évoluer le hockey par l'encadrement sportif et académique de ses joueurs d'élite dans un environnement sécuritaire et formateur pour les préparer à leur vie d'adulte;

3.1.2 La Ligue ainsi que chacun des Clubs membres s'engagent, dans toute activité, toute entreprise ainsi que tout exercice de leurs droits civils, à respecter la mission de la Ligue décrite au sous-paragraphe 3.1.1 ainsi que ses objets, tels qu'ils sont prévus aux statuts de la Ligue.

### 3.2 Valeurs fondamentales

La Ligue ainsi que chacun des Clubs membres s'engagent, dans toute activité, toute entreprise ainsi que tout exercice de leurs droits civils, à respecter les valeurs fondamentales énoncées ci-dessous et à faire respecter ces valeurs fondamentales par tout Affilié :

3.2.1 Le meilleur intérêt du joueur est considéré à l'occasion de toute décision de la Ligue;

3.2.2 L'unité d'action de la Ligue et de chacun des Clubs membres ainsi que la réputation de la Ligue doivent être préservées par le respect de la Constitution et du Règlement, des politiques, des décisions de l'Assemblée des membres, des directives émises par le Commissaire et des décisions disciplinaires émises par les instances appropriées de la Ligue, de temps à autres;

3.2.3 L'offre d'une compétition sportive du plus haut niveau possible à l'occasion de tout Match et, en tout autre temps, la collaboration et l'égalité entre les Clubs membres dans toute relation qu'ont les Clubs membres entre eux;

3.2.4 Le respect de l'expression, de l'opinion, de la parole et du vote de chacun des Clubs membres et de leurs représentants désignés à l'occasion de tout débat et de toute Décision officielle de la Ligue;

3.2.5 Le recrutement de nouveaux joueurs de hockey et la parité entre les Clubs membres à l'occasion du recrutement des joueurs afin d'assurer l'excellence de chaque Club et une compétition sportive du plus haut niveau possible;

3.2.6 L'habilité, la finesse, la vitesse, le contact physique, la robustesse et la solidarité collective comme caractéristiques indissociables du hockey pratiqué à l'occasion de tout Match et la condamnation des comportements violents, conformément aux dispositions de la *Charte relative à la prévention de la violence dans la LHJMQ*.

### 3.3 Fins non lucratives

Nonobstant toute autre disposition contraire des présentes, la Ligue a été constituée uniquement à des fins non lucratives, et sera à tout moment exploitée exclusivement à des fins non lucratives.

## ARTICLE 4
## ENGAGEMENT GÉNÉRAL ET PORTÉE DE LA CONSTITUTION

### 4.1 Convention unanime des membres

Chacun des Clubs membres reconnaît et convient que la Constitution constitue une convention unanime des Clubs membres au sens de la Loi et doit être interprétée comme telle.

### 4.2 Préséance de la constitution

4.2.1 Les dispositions de la Constitution ont préséance sur toute disposition incompatible des statuts ou du Règlement et les Parties renoncent expressément à invoquer l'application de telles dispositions des statuts et du Règlement. Les Clubs membres conviennent de faire en sorte que soient modifiés en tout temps pertinent et dans les meilleurs délais le Règlement afin d'en harmoniser les dispositions par rapport aux modalités de cette Convention et que de telles modifications soient soumises à la ratification des Clubs membres habilités à voter en conformité de la Loi, des statuts et du Règlement;

4.2.2 Dans tous les cas où les droits et obligations d'une Partie ne sont pas énoncés dans la Constitution, ils seront régis par la Loi et par le *Code civil du Québec*;

4.2.3 Dans tous les cas où une disposition de la Constitution est contraire à une disposition supplétive de volonté de la Loi ou du *Code civil du Québec*, cette disposition de la Loi ou du *Code civil du Québec* sera réputée ne pas s'appliquer à la Constitution, même en l'absence de toute désignation à cet effet.

### 4.3 Obligation de devenir partie

4.3.1 Toute personne ou Entité à laquelle des Parts d'un Club membre sont Cédées et tout successeur d'un Club membre devront, au moment de faire l'acquisition de ces Parts, devenir Partie à la Constitution et s'engager à en

respecter les dispositions avec le même effet que s'ils avaient été signataires originaux de la Constitution en signant une intervention à la Constitution dans la forme prescrite par le secrétaire de la Ligue;

4.3.2 Sans préjudice à tout autre recours, toute Cession des Parts d'un Club membre effectuée en contravention des dispositions de la Constitution est nulle, sans effet et inopposable aux Clubs membres et à la Ligue et ne peut être inscrite dans les registres de la Ligue, telle inscription étant, le cas échéant, nulle et sans effet. Tout cessionnaire ou créancier hypothécaire non autorisé n'aura pas le droit d'exercer le droit de vote afférent à l'adhésion du Club membre ni de recevoir tout autre bénéfice y afférent jusqu'à ce qu'une telle Cession soit approuvée par écrit par les autres Clubs membres, conformément aux dispositions de la Constitution.

### 4.4 Respect des obligations

4.4.1 Chacun des Clubs membres s'engage à exercer les droits de vote se rattachant à son adhésion et à prendre toute mesure nécessaire ou utile pour faire en sorte de se conformer aux modalités de la Constitution;

4.4.2 Les Parties s'engagent réciproquement, pour la durée de la Constitution, à prendre toute mesure, à signer tout document et à agir à tous égards de façon à ce que les dispositions de la Constitution reçoivent plein effet.

### 4.5 Exercice financier

L'année financière et l'exercice financier de la Ligue se terminera le 31 mai de chaque année.

## ARTICLE 5
## MODIFICATION DE LA CONSTITUTION

### 5.1 Modification à la constitution

Les modalités et les dispositions de la Constitution et du Règlement peuvent être modifiées à tout moment par voie de Résolution extraordinaire lors d'une Réunion de l'Assemblée des membres convoquée à cette fin.

### 5.2 Communication des modifications

Dans les trente (30) jours suivant toute modification, le président doit fournir à chaque Club membre une version mise à jour de la Constitution ou du Règlement, le cas échéant, reflétant cette modification.

## ARTICLE 6
## COMPOSITION ET CLUBS MEMBRES

La Ligue est composée de Clubs membres signataires de Contrats de concession**,** chaque Contrat de concession octroyant à ce Club membre le droit d'exploiter un Club au sein d'un Territoire exclusif ainsi que tous les autres droits prévus en vertu du Contrat de concession aux fins d'exploiter le Club.

## ARTICLE 7
## ADHÉSION ET CONTRAT DE CONCESSION

### 7.1 Contrat de concession

7.1.1 Au moment de devenir membre de la Ligue, toute personne ou entité, y compris tout cessionnaire ou successeur d'un Club membre, doit devenir partie à un Contrat de concession dont la forme et la teneur sont fixées par voie de Résolution extraordinaire lors d'une Réunion de l'Assemblée des membres convoquée à cette fin;

7.1.2 Tout Contrat de concession entre la Ligue et un Club membre peut contenir des clauses spécifiques à ce Club membre, à la condition toutefois que ces clauses spécifiques soient approuvées par voie de Résolution ordinaire lors d'une Réunion de l'Assemblée des membres convoquée à cette fin;

7.1.3 La forme et la teneur du Contrat de concession déterminé par l'Assemblée des membres peuvent être modifiées par une Résolution extraordinaire lors d'une Réunion de l'Assemblée des membres convoquée à cette fin. Chaque Club membre s'engage par les présentes à devenir partie à un nouveau Contrat de concession dans ces forme et teneur, telles que modifiées de temps à autre et à être lié par ce nouveau Contrat de concession. À l'occasion de toute telle modification, les clauses spécifiques d'un Contrat de concession ne pourront être modifiées sans l'accord du Club membre que ces clauses spécifiques concernent.

### 7.2 Demande d'adhésion

7.2.1 Toute demande d'adhésion d'un nouveau Club membre devra être approuvée par voie de Résolution extraordinaire lors d'une Réunion de l'Assemblée des membres convoquée à cette fin;

7.2.2 Toute personne ou entité qui remplit les critères établis de temps à autre par l'Assemblée des membres pourra présenter une demande d'adhésion sur un formulaire approuvé par l'Assemblée des membres auquel devront être joints toute information, tout document ainsi que tout paiement requis du demandeur;

7.2.3 Les frais liés à la demande d'adhésion sont déterminés de temps à autre par l'Assemblée des membres;

7.2.4 La période d'accueil de demande d'adhésion est entre la fin de la Saison et le 31 janvier de chaque année. Aucune demande d'adhésion n'est accueillie en-dehors de cette période;

7.2.5 Le formulaire de demande d'adhésion doit comprendre une déclaration à l'effet que le demandeur accepte, sous condition de devenir membre, d'être lié par la Constitution, le Règlement, les résolutions de l'Assemblée des membres ainsi que par les conventions et règles de jeu de la Ligue, telles que modifiées de temps à autre;

7.2.6 Suite à la réception d'une demande d'adhésion conforme aux dispositions du présent paragraphe 7.2, le Commissaire procède à une enquête de la manière qu'il juge appropriée. Au terme de son enquête, le Commissaire soumet la demande d'adhésion à l'Assemblée des membres pour approbation. Le Commissaire joint à la demande d'adhésion les résultats de son enquête ainsi que tout autre document ou information utiles et formule sa recommandation à l'Assemblée des membres.

## 7.3 Approbation de la nouvelle adhésion

7.3.1 Lors de l'approbation de toute demande d'adhésion, les Clubs membres déterminent par voie de Résolution ordinaire lors d'une Réunion de l'Assemblée des membres convoquée à cette fin la contrepartie payable qui sera prévue au Contrat de concession et que le candidat devra payer pour se voir octroyer une Concession**;**

7.3.2 Les Clubs membres peuvent également déterminer toute autre modalité ou condition qui s'appliquent à la demande d'adhésion du candidat à titre de Club membre, par voie de Résolution extraordinaire lors d'une Réunion de l'Assemblée des membres convoquée à cette fin;

7.3.3 Lorsque l'approbation de la demande d'adhésion résulterait en un empiètement sur le Territoire exclusif d'un Club membre, cette demande d'adhésion devra être approuvée par voie de résolution adoptée par le vote affirmatif de plus de quatre-vingts pour cent (80 %) des voix pouvant être exprimées par les Clubs membres habilités à voter lors d'une Réunion de l'Assemblée des membres convoquée à cette fin.

## 7.4 Statut de membre en règle

7.4.1 Pour être membre en règle de la Ligue et bénéficier des droits afférents au statut de membre, chacun des Clubs membres doit:

a) être partie à un Contrat de concession avec la Ligue;

b) être partie à la Constitution;

c) avoir soumis une demande d'adhésion à la Ligue approuvée par un vote de l'Assemblée des membres selon les dispositions de la Constitution;

d) avoir satisfait ou s'être engagé à satisfaire toute modalité ou condition fixées par l'Assemblée des membres lors du vote d'approbation de la demande d'adhésion, le cas échéant.

7.4.2 Suite à l'obtention de son adhésion, chacun des Clubs membres a l'obligation de maintenir en règle son statut de membre en respectant ses engagements et obligations aux termes de la Constitution, du Contrat concession et du Règlement.

**7.5 Certificat de membre**

Tout Club membre qui est membre en règle aura droit à un certificat de membre signé par le Commissaire et le secrétaire de la Ligue, attestant d'une part son statut de membre et d'autre part qu'il détient une Concession de la Ligue afin d'exploiter un Club dans la ville qui y est désignée. Un tel certificat de membre ne peut être Cédé que dans les cas prévus expressément dans les dispositions concernant la Cession autorisée.

## ARTICLE 8
## CONFLITS D'INTÉRÊT

8.1. Chacun des Clubs membres convient que, à l'exception de la détention directe ou indirecte de Parts d'un Club membre en date des présentes, en aucun cas un Propriétaire d'un Club membre ne peut détenir, directement ou indirectement, un intérêt dans plus d'un Club membre à la fois, à moins d'avoir reçu l'autorisation préalable écrite de l'Assemblée des membres, par voie de Résolution extraordinaire lors d'une Réunion de l'Assemblée des membres convoquée à cette fin;

8.2. Tout acte juridique au terme duquel un Propriétaire deviendrait détenteur, directement ou indirectement, d'un intérêt dans plus d'un Club membre à la fois est nul, sans effet et inopposable à la Ligue ainsi qu'aux Clubs membres à moins d'avoir obtenu l'autorisation décrite au paragraphe 8.1;

8.3. Lorsque le Commissaire juge, à son entière discrétion, qu'un acte juridique décrit au paragraphe 8.2 et toute transaction y reliée sont dans le meilleur intérêt de la Ligue ou de sa pérennité, cet acte juridique peut être autorisé par voie de Résolution extraordinaire lors d'une Réunion de l'Assemblée des membres convoquée à cette fin;

8.4. Chaque Club membre s'engage à prendre toute mesure nécessaire ou utile pour faire en sorte qu'aucun Propriétaire d'un Club membre ne puisse devenir détenteur, directement ou indirectement, d'un intérêt dans un autre Club membre, hormis avec l'autorisation décrite au paragraphe 8.1;

8.5. Chaque Club membre s'engage à prendre toute mesure nécessaire ou utile pour faire en sorte qu'aucun Propriétaire d'un Club membre ne puisse directement ou indirectement, (i) prêter d'argent, emprunter d'argent ou agir à titre de caution pour un autre Club membre que celui dont il est Propriétaire; ou (ii) prêter d'argent, emprunter d'argent ou agir à titre de caution pour un arbitre, un juge de ligne ou tout autre officiel, dirigeant ou employé de la Ligue ou encore agir à titre de caution pour aucun d'eux à moins que l'ensemble des modalités de ce prêt aient préalablement été approuvées par l'Assemblées des membres par voie de Résolution extraordinaire lors d'une Réunion de l'Assemblée des membres convoquée à cette fin;

8.6. Chacun des Clubs membres s'engage à ne pas emprunter d'argent ou être bénéficiaire du cautionnement d'un autre Club membre, d'un arbitre, d'un

juge de ligne ou de tout autre officiel, dirigeant ou employé de la Ligue, à l'exception du dirigeant de la Ligue qui était un Propriétaire de ce Club membre au moment de son entrée en fonction;

8.7. Chacun des Clubs membres s'engage à prendre toute mesure nécessaire ou utile pour faire en sorte qu'aucun de ses administrateurs ou dirigeants, directement ou indirectement, (i) ne prête d'argent à un autre Club membre, un arbitre, un juge de ligne ou à tout autre officiel, dirigeant ou employé de la Ligue; (ii) ni n'emprunte d'argent à l'un d'eux; (iii) ni ne soit la caution ou le bénéficiaire du cautionnement de l'un d'eux;

8.8. Chacun des Clubs membres s'engage à prendre toute mesure nécessaire ou utile pour faire en sorte qu'aucun arbitre, juge de ligne ou autre officiel, dirigeant ou employé de la Ligue ne puisse détenir, directement ou indirectement, des Parts d'un Club membre, à l'exception du dirigeant de la Ligue qui était un Propriétaire de ce Club membre au moment de son entrée en fonction;

8.9. Nonobstant les dispositions des paragraphes 8.1 et 8.2, l'acte juridique aux termes duquel une personne physique deviendrait à la fois (i) Propriétaire d'un Club membre et (ii) Propriétaire ou détentrice, directement ou indirectement, d'un nombre inférieur ou égal à dix pour cent (10 %) des Parts émises et en circulation d'une Entité ouverte qui est Propriétaire d'un Club membre, est autorisé sans requérir l'autorisation de l'Assemblée des membres.

## ARTICLE 9
## ENGAGEMENTS DES CLUBS MEMBRES

Chacun des Clubs membres s'engage à respecter l'ensemble des obligations énoncées ci-dessous ainsi qu'à prendre toute mesure nécessaire ou utile pour faire en sorte que chacun de ses Propriétaires, associés, salariés, bénévoles et toute autre personne ou Entité qui lui sont Affiliés se conforment à ces obligations :

9.1. respecter la Constitution, le Règlement, les politiques, les conventions et les règles de jeu officiels de la Ligue tels que modifiés et mis à jour de temps à autre et être lié par ceux-ci dans tout acte posé dans le cadre de toute activité en lien avec la Ligue et le hockey;

9.2. se conformer à toute décision prise par l'Assemblée des membres ou par tout comité de la Ligue lors d'une réunion et qui relève de leur compétence respective, telle que prévue par la Constitution et par le Règlement, y compris toute Décision officielle de la Ligue;

9.3. respecter toute décision du Commissaire qui relève de sa compétence, telle que prévue par la Constitution et par le Règlement;

9.4. ne pas contester devant un tribunal toute Décision officielle de la Ligue découlant de l'application de la Constitution, du Règlement ou de tout autre

document réglementaire de la Ligue à moins qu'il ne s'agisse de soulever une question de droit et conformément aux dispositions prévues à l'Article 24;

9.5. favoriser le maintien et l'exploitation d'une équipe de hockey du plus haut calibre de jeu possible aux fins de participer à tout Match;

9.6. répondre promptement et avec précision à toute demande de l'Assemblée des membres, du Commissaire ou de tout comité de la Ligue, fournir tout document en lien avec une telle demande, et organiser ou permettre toute rencontre en lien avec une telle demande;

9.7. produire, dans les six (6) mois suivant la fin de son exercice financier, des états financiers audités ou accompagnés d'un rapport de mission d'examen d'un auditeur indépendant;

9.8. communiquer au Commissaire, le ou avant le 31 mars de chaque année, un exemplaire à jour du registre des actionnaires et du registre des valeurs mobilières du Club membre ainsi qu'un exemplaire de tout autre registre ou liste similaires faisant état de tout Propriétaire et de toute Entité Affiliée à un tel Propriétaire, autre qu'une Entité ouverte, qui est Propriétaire ou qui détient, directement ou indirectement, des Parts du Club membre. Dans le cas du Propriétaire qui est une Entité ouverte, le Club membre fournit la liste à jour et le détail des personnes physiques qui sont Propriétaires ou détiennent, directement ou indirectement, au moins dix pour cent (10 %) des Parts émises et en circulation de cette Entité ouverte;

9.9. respecter le système hiérarchique établi par le Commissaire ainsi que toute entente conclue par la Ligue à l'occasion de tout rapport avec la Ligue nationale de hockey, la Ligue canadienne de hockey, USA Hockey, Hockey Canada, leurs Entités Affiliées et toute autre Entité avec laquelle la Ligue a conclu une entente;

9.10. collaborer en tout temps avec les représentants des médias;

9.11. respecter les commanditaires de la Ligue et des autres Clubs membres et Clubs et prendre les moyens raisonnables aux fins d'encourager ces commanditaires dans leurs activités;

9.12. ne pas critiquer publiquement (i) la Ligue ou ses personnes Affiliées ni (ii) les Clubs membres, les Clubs, leurs représentants, représentants suppléants, leurs Propriétaires et leurs Affiliés respectifs. Toute critique ou plainte à l'endroit d'une des personnes susmentionnées doit être faite par écrit au Commissaire seulement, et ne doit pas être publiée, diffusée, communiquée ni discutée publiquement, directement ou indirectement;

9.13. s'abstenir de publier, diffuser ou communiquer quelconque information ou extrait de toute discussion ou délibéré d'une instance décisionnelle de la Ligue ou d'un Club membre ayant trait aux finances, au plan de développement ou à tout autre sujet de même nature concernant la Ligue ou les Clubs membres;

9.14. prendre les mesures de contrôle nécessaires pour assurer la sécurité, l'intégrité et la dignité des joueurs, y compris la prévention de toute forme de discrimination, de harcèlement psychologique et d'agression sexuelle;

9.15. déterminer toute cotisation ou contribution que devront payer les Clubs membres, y compris les cotisations annuelles et spéciales;

9.16. respecter le personnel de la Ligue en évitant tout langage grossier dans ses communications écrites et verbales et éviter toute parole ou tout geste disgracieux ou dégradant à l'égard d'un autre Club membre, de son personnel ou du personnel de la Ligue.

## ARTICLE 10
## DROITS TERRITORIAUX

### 10.1 Territoires exclusifs des clubs membres

Chacun des Clubs membres détient des droits exclusifs sur l'organisation de Matchs à l'intérieur de son Territoire exclusif.

### 10.2 Droits territoriaux de la ligue

10.2.1 Chacun des Clubs membres reconnaît que la Ligue détient le contrôle exclusif de la participation à des Matchs par les Clubs à l'intérieur du Territoire exclusif de chaque Club membre, sujet aux droits octroyés aux Clubs membres par la Constitution et le Règlement;

10.2.2 Chacun des Clubs membres reconnaît que le Commissaire a le droit exclusif, au nom de la Ligue, de négocier des ententes commerciales relatives à la télédiffusion, à la webdiffusion ainsi qu'à toute autre forme de diffusion numérique des Matchs, que ces Matchs soient préparatoires, réguliers ou éliminatoires, que le diffuseur ait un caractère national, régional ou local;

10.2.3 Chacun des Clubs membres convient que toute somme qui provient d'une entente décrite au sous-paragraphe 10.2.2 appartient et profite exclusivement à la Ligue. La Ligue verse toute telle somme à son fonds de roulement.

## ARTICLE 11
## RETRAIT DU CLUB MEMBRE

Il y a aliénation d'une Concession et retrait du Club membre dans chacun des cas décrits aux articles suivants: Article 12 « Abandon de concession », Article 13 « Révocation du statut du club membre », Article 14 « Cession », Article 15 « Délocalisation d'un club ».

## ARTICLE 12
## ABANDON DE CONCESSION

### 12.1 Abandon de la concession

L'abandon de la Concession est le fait pour un Club membre de mettre fin au Contrat de concession auquel il est partie et de cesser l'exploitation de son Club ou de manifester sans équivoque son intention de mettre fin au Contrat de concession auquel il est partie ou de cesser l'exploitation de son Club. L'abandon par le Club membre est fait, soit (i) avec préavis régulier ou (ii) sans préavis ou en cours de Saison.

### 12.2 Abandon avec préavis régulier

Si un Club membre désire abandonner la Concession qu'il détient ou mettre fin aux activités du Club qu'il exploite pour la Saison suivante, il doit obligatoirement en aviser le Commissaire par écrit le ou avant le 31 janvier de la Saison en cours à ce moment. Dans ce cas, le Club membre reçoit le remboursement des sommes qu'il détient dans la Ligue, déduction faite des sommes dues à cette dernière et des sommes dues aux autres Clubs membres. Ce Club membre reçoit également toute somme prévue aux dispositions du Règlement portant sur la séance de repêchage en ce qui concerne la liquidation des contrats des joueurs du Club, ainsi que toute autre somme fixée par l'Assemblée des membres. Le cas échéant, la Ligue devra effectuer le paiement des sommes dues dans les quarante-cinq (45) jours suivant le plus tardif des quatre événements suivants:

12.2.1 La livraison d'un engagement écrit du Club membre de respecter toute disposition du Contrat de concession et de la Constitution qui survivent à leur terminaison respective;

12.2.2 la remise par le Club membre, à la Ligue et à chacun des Clubs membres, d'une quittance générale, finale et irrévocable pour toute réclamation passée, présente, future, actuelle et conditionnelle de ce Club membre contre la Ligue, les autres Clubs membres, leurs Affiliés respectifs et le Commissaire;

12.2.3 la remise d'une lettre de démission avec effet immédiat, y compris une quittance générale, finale et irrévocable, par chacune des personnes désignées par ce Club membre en tant que représentant ou représentant suppléant de ce Club membre auprès de l'Assemblée des membres et, le cas échéant, la démission d'une telle personne de son poste au Comité exécutif de la Ligue;

12.2.4 la signature et la remise de tout autre document requis de la part de l'Assemblée des membres.

### 12.3 Abandon sans préavis ou en cours de saison

12.3.1 Tout Club membre qui abandonne sa Concession et met fin aux activités du Club qu'il exploite pour la Saison suivante, sans avoir avisé le Commissaire le ou avant le 31 janvier de l'année en cours à ce moment, ou qui abandonne sa

Concession au cours de la Saison, est réputé être en défaut envers la Ligue. Ce Club membre perd immédiatement tous les droits, privilèges, intérêts et biens qu'il détient dans la Ligue, y compris (i) tout droit de vote; (ii) tout droit de désigner ou nommer, de faire élire et de maintenir en poste, le cas échéant, un représentant, un représentant suppléant ou un membre du Comité exécutif; et (iii) toute somme due à ce Club membre par la Ligue et toute somme détenue par la Ligue pour le compte du Club membre, y compris la quote-part de ce Club membre dans le fonds de réserve de la Ligue. Le Club membre est également réputé avoir donné une quittance générale, finale et irrévocable pour toute réclamation passée, présente, future, actuelle et conditionnelle de ce Club membre contre la Ligue, les autres Clubs membres, leurs personnes Affiliées respectives et le Commissaire;

12.3.2 Chacun des Clubs membres s'engage irrévocablement à signer ou faire signer et de remettre tous les documents et instruments, et de prendre toutes les mesures que la Ligue pourrait raisonnablement exiger, de temps à autre, en vue de donner effet au retrait de ce Club membre ou de mieux attester ou parfaire le sens et l'intention des présentes quant à l'abandon par ce Club membre de sa Concession.

**12.4 <u>Remise du club et des biens servant à l'exploitation du club par le club membre</u>**

12.4.1 Dans tous les cas d'abandon d'une Concession par un Club membre, avec ou sans préavis régulier, les autres Clubs membres pourront exiger, par voie de Résolution ordinaire lors d'une Réunion de l'Assemblée des membres convoquée à cette fin, que ce Club membre remette entre les mains du Commissaire, pour le compte et au seul bénéfice de la Ligue, l'ensemble des droits et des biens utiles à l'exploitation du Club par le Club membre ou faisant partie du patrimoine du Club membre, y compris tout droit personnel dont jouit le Club membre quant à toute installation sportive utilisée par le Club si ce droit peut être Cédé ou si les installations sportives peuvent être sous-louées ou faire l'objet d'une occupation temporaire, le cas échéant;

12.4.2 Chacun des Clubs membres qui abandonnent leur Concession s'engage irrévocablement à prendre toutes les mesures nécessaires ou utiles afin de donner effets aux dispositions du sous-paragraphe 12.4.1;

12.4.3 Chacun des Clubs membres qui abandonnent leur Concession accorde irrévocablement le mandat à la Ligue, au Commissaire et à toute personne désignée par le Commissaire, agissant ensemble ou séparément, d'agir pour lui et, en son nom, de faire toute chose, de faire tout geste et de signer tout document nécessaire ou utile afin de donner plein effet aux dispositions des présentes;

12.4.4 Le Commissaire, après avoir reçu un préavis d'abandon ou après avoir constaté une situation d'abandon, nommera un comité de gestion afin d'exploiter le Club. En pareil cas, le comité de gestion veillera à l'exploitation du Club en prenant les moyens raisonnables, percevra les revenus produits par l'exploitation du Club et les utilisera afin de payer toute dépense liée à l'exploitation du Club jusqu'à la date effective d'abandon. Le comité de

gestion n'aura toutefois aucune obligation d'avancer des fonds, de cautionner ou de trouver tout autre financement, et les règles générales suivantes s'appliqueront :

a) dans le cas d'un abandon de Concession avec préavis régulier, tout surplus ou déficit généré par le Club entre le moment de la prise en charge du Club par le comité de gestion et le moment de la date effective d'abandon appartiendra ou sera à la charge du Club membre, le cas échéant;

b) dans le cas d'un abandon de Concession sans préavis régulier ou en cours de Saison régulière, tout surplus généré par le Club entre le moment de la prise en charge du Club par le comité de gestion et le moment de la date effective d'abandon appartiendra exclusivement à la Ligue, à titre de pénalité, et tout déficit sera à la charge exclusive du Club membre ayant abandonné sa Concession;

c) dans le cas d'un abandon de Concession, tout surplus ou déficit généré par le Club après la date effective de l'abandon appartiendra ou sera à la charge de la Ligue;

d) la Ligue pourra facturer au Club membre ayant abandonné sa Concession une somme représentant (i) l'ensemble des frais, coûts, débours et taxes applicables, y compris tous les honoraires et débours raisonnables de conseillers juridiques, comptables ou autres experts, plus (ii) une somme égale à quinze pour cent (15 %) de l'ensemble de ces frais, à titre de frais de gestion particuliers de la Ligue;

e) Le Club membre devra acquitter cette facture dans un délai de quarante-cinq (45) jours à compter de la date de facturation.

12.4.5 Chacun des Clubs membres qui abandonnent leur Concession convient que la gestion faite par le comité de gestion sera au seul bénéfice et dans l'intérêt exclusif de la Ligue et de toute personne désignée par celle-ci conformément au paragraphe 12.5;

12.4.6 Les membres du comité de gestion ne pourront en aucun cas être tenus responsables de quelconque préjudice causé par leur action ou omission respective, pourvu que cette action ou omission soit commise de bonne foi.

## 12.5 Cession des éléments d'actif du club

Le Club membre qui abandonne sa Concession devra Céder, sur simple demande et à l'option exclusive de la Ligue, à toute personne désignée par celle-ci, tous ou certains des éléments d'actif reliés à l'exploitation du Club, à titre de pénalité compte tenu du préjudice causé à la Ligue par l'abandon de sa Concession. Ces éléments d'actif, comprenant notamment les contrats de joueurs, le bail de l'aréna, les contrats de publicité et de commandite, les équipements de hockey, les uniformes et tout droit de propriété intellectuelle dont les marques de commerce, soit à la Ligue ou à un tiers, auront été identifiés par les Clubs membres présents à une Réunion convoquée à cette fin. Cette identification des éléments d'actif et cette décision devront être établies

par l'Assemblée des membres, par voie de Résolution ordinaire lors d'une Réunion de l'Assemblée des membres convoquée à cette fin, dans les quatre-vingt-dix (90) jours suivant, selon le cas, le préavis d'abandon reçu par le Commissaire ou l'avis du Commissaire aux Clubs membres les informant de son constat d'une situation d'abandon.

### 12.6 Prix de cession des éléments d'actif

La Cession prévue au paragraphe 12.5 est faite pour un montant déterminé par l'Assemblée des membres, agissant raisonnablement compte tenu des circonstances, ou pour une somme qu'un tiers est prêt à payer pour acquérir ces éléments d'actif, à la condition toutefois que cette somme ait été approuvée par voie de Résolution extraordinaire lors d'une Réunion de l'Assemblée des membres convoquée à cette fin.

### 12.7 Contrat des joueurs

La liquidation des contrats de joueurs sera effectuée conformément aux dispositions prévues au Règlement de la Ligue concernant l'acquisition des droits portant sur les joueurs.

### 12.8 Nouvel acquéreur

Dans tous les cas où le Commissaire constate une situation d'abandon d'une Concession, le Commissaire devra tenter de trouver un nouvel acquéreur pour cette Concession. Le Commissaire aura quatre-vingt-dix (90) jours suivant le préavis ou le constat de la situation d'abandon pour trouver un nouvel acquéreur. Si après ce délai de quatre-vingt-dix (90) jours le Commissaire n'est pas parvenu à trouver un acquéreur convenable, les Club membres auront l'option, par voie de Résolution extraordinaire lors d'une Réunion de l'Assemblée des membres convoquée à cette fin, de se porter acquéreurs au prorata de la Concession. Dans ce cas, les Club membres exploiteront le Club. Si les Club membres n'exercent pas cette option, le Commissaire pourra trouver un nouvel acquéreur souhaitant acquérir la Concession visée par l'abandon et dont l'acquisition entraînerait la délocalisation de la Concession conformément aux dispositions de l'Article 15.

### 12.9 Collaboration du club membre qui abandonne sa concession

Tout Club membre qui abandonne sa Concession s'engage à fournir ses meilleurs efforts pour Céder ou faciliter la Cession des éléments d'actif liés à l'exploitation de son Club identifiés par l'Assemblée des membres, au meilleur prix possible. Nonobstant les dispositions de l'Article 24, tout défaut, refus ou inhabilité de ce Club membre de fournir ses meilleurs efforts ou de fournir ces documents conformément à son engagement prévu au présent paragraphe 12.9 donnera ouverture au recours mandatoire et injonctif, ce à quoi les Parties consentent expressément et irrévocablement, ainsi qu'à tout autre recours ou ordonnance d'un tribunal de juridiction compétente qui est prévu ou envisagé par la loi.

### 12.10 Frais de cession des éléments d'actif

Au terme de la Cession des éléments d'actif à un tiers, le Club membre qui abandonne sa Concession devra immédiatement rembourser à la Ligue, sur simple demande de

celle-ci, le montant des dépenses encourues par la Ligue afin de permettre cette Cession, y compris tous frais, coûts, débours et taxes applicables, notamment tous les honoraires et débours raisonnables de conseillers juridiques, comptables ou autres experts.

## ARTICLE 13
## RÉVOCATION DU STATUT DE CLUB MEMBRE

### 13.1 Révocation automatique du statut de club membre

Chacun des Clubs membres reconnaît et convient que son adhésion sera automatiquement révoquée et qu'il perdra automatiquement l'ensemble des droits et intérêts associés au statut de membre dans chacun des cas suivants:

13.1.1 en cas de déclaration de faillite par le Club membre, de cession générale d'éléments d'actif au bénéfice de ses créanciers, de dépôt d'une proposition concordataire, de dépôt d'un avis d'intention aux termes de la *Loi sur la faillite et l'insolvabilité* (Canada), de mise sous séquestre de ses biens ou de tout autre arrangement avec ses créanciers ou tout autre recours ou procédure similaire en vertu de toute loi relative à la faillite et l'insolvabilité;

13.1.2 en cas de saisie ou de prise de possession des éléments d'actif du Club si une telle saisie n'est pas contestée de bonne foi par le Club membre saisi dans un délai de cinq (5) jours suivant cette saisie ou si, malgré une telle contestation de bonne foi, la saisie est maintenue par un tribunal compétent;

13.1.3 dans le cas du Club membre qui est une Entité, en cas de saisie causant un changement du Contrôle du Club membre si une telle saisie n'est pas contestée de bonne foi par la personne ou Entité saisie dans un délai de cinq (5) jours suivant cette saisie ou si, malgré une telle contestation de bonne foi, la saisie est maintenue par un tribunal compétent;

13.1.4 dans le cas de l'abandon par le Club membre de sa Concession et des activités de son Club au cours de la Saison régulière, ou, s'il s'agit d'un abandon prenant effet à la fin de l'exercice financier en cours à ce moment-là, sans en avoir avisé par écrit le Commissaire avant la date du 31 janvier.

### 13.2 Révocation sur décision de l'assemblée des membres

Le statut de membre de tout Club membre peut être suspendu ou révoqué, ou toute autre mesure peut être prise par la Ligue à la suite d'une décision de l'Assemblée des membres adoptée par voie de Résolution extraordinaire lors d'une Réunion de l'Assemblée des membres convoquée à cette fin dans chacun des cas suivants:

13.2.1 en cas de violation ou de non-respect de la Constitution, du Règlement, de toute règle de jeu de la Ligue ou de toute résolution de l'Assemblée des membres, à moins que ce Club membre ne démontre, à la satisfaction des autres Clubs membres, que cette violation n'est pas due à sa faute lourde ou intentionnelle;

13.2.2 en cas de défaut de payer toute somme due à la Ligue dans un délai de quarante-cinq (45) jours suivant la réception par le Club membre d'un avis écrit du Commissaire l'informant de ce défaut;

13.2.3 en cas de défaut ou refus d'exécuter ses obligations contractuelles envers des tiers lorsque la Ligue estime, à son entière discrétion, que ce défaut ou refus est raisonnablement susceptible de nuire à la Ligue, aux Clubs Membre ou à leurs activités;

13.2.4 en cas de tout autre acte ou conduite du Club membre que la Ligue estime, à son entière discrétion, que ce défaut ou refus est raisonnablement susceptible de (i) ternir la réputation de la Ligue ou de l'un des Clubs membres, l'un de leurs clients, partenaires d'affaires, fournisseurs ou Affiliés; (ii) mettre en péril tout permis, autorisation ou contrat liés aux activités de la Ligue ou des Clubs membres; ou (iii) autrement nuire aux activités de la Ligue, des Clubs membres ou de l'un de leurs clients, partenaires d'affaires, fournisseurs ou Affiliés;

13.2.5 dans le cas où le Club membre ou un Affilié du Club membre parie ou envisage de parier sur tout Match ou sur tout match de hockey disputé au niveau de la ligue canadienne de hockey et lorsque ce Club membre (i) avait la connaissance préalable de ce pari et l'a toléré, ou (ii) n'a pas promptement pris de mesure punitive adéquate à l'encontre de l'auteur de ce pari, après en avoir eu connaissance;

13.2.6 dans le cas où le Club membre ou un Affilié du Club membre offre, accepte ou essaie de manipuler le résultat d'un Match et lorsque ce Club membre (i) avait la connaissance préalable de l'offre, acceptation ou tentative de son Affilié de manipuler le résultat d'un Match et l'a toléré; ou (ii) n'a pas pris promptement de mesure punitive adéquate à l'encontre de son Affilié ayant accepté, offert ou essayé de manipuler le résultat d'un Match, après en avoir eu connaissance;

13.2.7 dans le cas où le Club membre fait défaut de présenter l'équipe du Club exploité par ce Club membre au lieu et à l'heure prévus au calendrier des Matchs, sauf en cas de force majeure ou en cas de tout autre cause pour laquelle le Club membre n'est pas responsable;

13.2.8 dans le cas où le Club membre fait défaut de respecter tout ordre ou instruction officiels du Commissaire ou de l'Assemblée des membres.

## 13.3 Processus de révocation, de suspension et d'adoption de mesures punitives

13.3.1 Plainte

Tout Club membre ou le Commissaire peuvent déposer une plainte comprenant une ou plusieurs accusations à l'effet qu'un membre a violé une ou des dispositions du paragraphe 13.2. Cette plainte doit être faite par écrit, doit contenir suffisamment de détails concernant les faits reprochés et doit être envoyée au Bureau du commissaire qui en enverra copie au Club membre contre qui la plainte a été déposée. Le

Commissaire devra alors fournir au Club membre contre qui la plainte a été déposée l'opportunité raisonnable de répondre à chacune des accusations contenues à cette plainte et de faire valoir ses motifs. Outre l'exercice d'un pouvoir du Commissaire énuméré au sous-paragraphe 18.3.7, s'il le juge opportun, le Commissaire peut faire parvenir copie de la plainte à chacun des autres Clubs membres et déterminer une date, une heure et un lieu raisonnables compte tenu des circonstances pour tenir une audience à l'occasion d'une Réunion de l'Assemblée des membres convoquée aux fins de déterminer le bien-fondé de la plainte et la sanction appropriée. Le Club membre visé par la plainte devra être avisé promptement de l'heure, du lieu et de l'endroit de l'audience.

13.3.2 Audience

Pour les fins de l'audience, les représentants ou, le cas échéant, les représentants suppléants des Clubs membres présents éliront un président parmi eux. Lors de l'audience, le Club membre visé par la plainte aura droit à une défense pleine et entière et de se faire entendre personnellement ou par l'entremise d'un conseiller juridique. La Ligue, le Club membre ayant déposé la plainte et le Club membre visé auront le droit de présenter toute preuve pertinente. Après avoir considéré tous les éléments de preuve, l'Assemblée des membres demandera au représentant ou, le cas échéant, au représentant suppléant du Club membre visé par la plainte et à son conseiller juridique de quitter la salle et l'Assemblée des membres votera sur toute accusation séparément.

13.3.3 Décision

Si le Club membre est trouvé coupable, l'Assemblée des membres votera pour chaque plainte ou accusation soutenues de la mesure punitive devant être imposée au Club membre, en tenant compte de la gravité de l'acte reproché, des circonstances, et des meilleurs intérêts de la Ligue et du hockey en général. Les mesures punitives disponibles comprennent notamment:

a) la suspension ou la révocation du statut de membre;

b) l'imposition d'une amende payable à la Ligue ou à tout Club membre ayant subi un préjudice en raison de la violation;

c) toute autre mesure ou ordonnance jugée appropriée aux circonstances.

Les décisions prises par l'Assemblée des membres concernant la culpabilité et les mesures punitives, comprenant la révocation, faites en vertu de la présente procédure sont finales et irrévocables pour chacun des Clubs membres.

13.3.4 Mesure provisoire

Lorsque l'objet de la plainte est jugé suffisamment grave par le Commissaire et qu'une conclusion préliminaire de sa part, basée sur les faits qui lui sont disponibles, est à l'effet qu'une accusation est raisonnablement fondée et sera retenue par l'Assemblée des membres, un comité intérimaire peut être nommé par le Commissaire afin de surveiller et d'assurer la gestion du Club du Club membre visé jusqu'au terme de la

procédure prévue au présent paragraphe 13.3, à la suite de l'approbation de l'Assemblée des membres. Le Club membre visé devra collaborer avec le comité intérimaire et sera responsable de toute dépense encourue par la Ligue lors de la surveillance et de la gestion du Club durant cette période intérimaire.

13.3.5 Non-opposition

Chacun des Clubs membres s'engage à ne pas résister ni contester la révocation de son statut de membre par l'entremise d'une procédure judiciaire de quelconque nature, à moins que ce ne soit pour soulever une question de droit et conformément aux dispositions prévues à l'Article 24.

**13.4 <u>Conséquences de la révocation du statut de membre</u>**

13.4.1 Remise des biens et nomination d'un comité de gestion

a) Dans tous les cas de révocation du statut de membre, le Club membre visé par la révocation devra obligatoirement remettre au Commissaire, pour le compte et au seul bénéfice de la Ligue, la possession et le contrôle de son Club, y compris les contrats de tous les joueurs ainsi que chacun des autres biens et droits utiles ou nécessaires à l'exploitation du Club et tout droit personnel dont jouit le Club membre quant à toute installation sportive utilisée par le Club, si ce droit peut être Cédé ou si les installations sportives peuvent être sous-louées ou faire l'objet d'une possession et occupation temporaire;

b) À l'occasion d'une remise des biens telle que décrite au sous-paragraphe 13.4.1a), le Commissaire nommera un comité de gestion afin d'exploiter le Club. En pareil cas, le comité de gestion veillera à l'exploitation du Club en prenant les moyens raisonnables, percevra les revenus produits par l'exploitation du Club et les utilisera afin de payer toute dépense liée à l'exploitation du Club. Le comité de gestion n'aura toutefois aucune obligation d'avancer des fonds, de cautionner ou de trouver tout autre financement, et les règles générales suivantes s'appliquent :

(i) dans tout cas de révocation sur décision de l'Assemblée des membres, tout surplus ou déficit généré par le Club suivant le moment de prise en charge du Club par le comité de gestion appartiendra ou sera à la charge de la Ligue, le cas échéant;

(ii) tout surplus généré par le Club entre le moment de la prise en charge du Club par le comité de gestion et le moment de la date effective de révocation appartiendra exclusivement à la Ligue, à titre de pénalité, et tout déficit sera à la charge du Club membre visé par la révocation du statut de membre;

(iii) tout surplus ou déficit généré par le Club après la date effective de révocation du statut de membre appartiendra ou sera à la charge de la Ligue.

c) Chacun des Clubs membres convient que la gestion faite par le comité de gestion sera au seul bénéfice et dans l'intérêt exclusif de la Ligue;

d) Les membres du comité de gestion ne pourront en aucun cas être tenus responsables de quelconque préjudice causé par leur action ou omission respective, pourvu que cette action ou omission soit commise de bonne foi.

13.4.2 Cession des éléments d'actif

(a) À titre de pénalité, en raison de la révocation, le membre affecté par celle-ci devra Céder sur simple demande et à l'option exclusive de la Ligue, ses éléments d'actif reliés à l'exploitation de son Club, par l'application de procédures et règles identiques à celles prévues pour un cas d'abandon de Concession, que l'on retrouve au paragraphe 12.5, compte tenu des adaptations nécessaires;

(b) Chacun des Clubs membres convient que tout Club membre qui ne respecte pas ses obligations prévues au présent sous-paragraphe 13.4.2 cause un préjudice difficilement quantifiable à la Ligue, chacun des Clubs membres convenant par les présentes qu'une somme forfaitaire de cent mille dollars (100 000,00 $) est une estimation juste et raisonnable de la valeur de ce préjudice et s'engageant à payer à la Ligue, à titre de dommages liquidés, la somme forfaitaire de cent mille dollars (100 000,00 $) dans les quarante-cinq (45) jours suivant la révocation du statut du Club membre.

## ARTICLE 14
## CESSION

### 14.1 Cession de droits de propriété d'une concession ou d'un club

14.1.1 La Cession des droits de propriété d'une Concession, y compris toute Cession directe ou indirecte des Parts d'un Club membre, ainsi que la Cession d'un Club requièrent l'approbation préalable de l'Assemblée des membres;

14.1.2 Est réputé être une Cession de droits de propriété d'une Concession le changement de Contrôle du Propriétaire qui est une Entité.

### 14.2 Formulaire de demande

La demande d'autorisation pour la Cession de droits de propriété d'une Concession ou pour la Cession d'un Club doit être faite par écrit au Commissaire sur un formulaire approuvé par voie de Résolution extraordinaire lors d'une Réunion de l'Assemblée des membres convoquée à cette fin.

### 14.3 Enquête par le commissaire

Au moment de la réception de la demande de Cession de droits de propriété d'une Concession ou de la demande de Cession d'un Club, le Commissaire doit mener une enquête telle qu'il le juge approprié. Aux termes de l'enquête, le Commissaire doit soumettre la demande aux Clubs membres pour approbation, avec ses recommandations et toute autre information que le Commissaire juge pertinente.

### 14.4 Autorisation de la cession

Aucun droit de propriété d'une Concession ne peut être Cédé et aucune Cession d'un Club ne peut être faite sauf si l'ensemble des conditions suivantes sont rencontrées:

14.4.1 que la Cession soit autorisée par voie de Résolution extraordinaire lors d'une Réunion de l'Assemblée des membres convoquée à cette fin;

14.4.2 que l'acquéreur s'engage à être lié en tout temps par la Constitution, le Règlement, les résolutions, les conventions et les règles de jeu de la Ligue, tels que modifiés et mis à jour de temps à autre;

14.4.3 que l'acquéreur assume, prenne en charge et se porte garant, solidairement avec le Club membre cédant, de toute dette, responsabilité et obligation du Club membre cédant existante au moment de la Cession.

### 14.5 Changement de contrôle d'une entité ouverte

14.5.1 Malgré les dispositions du paragraphe 14.4, aucune approbation ne sera requise dans le cas d'une Cession des Parts d'une Entité ouverte qui est Propriétaire du Club membre lorsque cette Cession n'implique pas un changement de Contrôle de cette Entité ouverte;

14.5.2 Le Club membre concerné devra fournir au Commissaire la liste de toute personne détenant, directement ou indirectement, dix pour cent (10 %) ou plus des Parts de cette Entité ouverte et il devra informer le Commissaire de toute Cession subséquente de Parts de cette Entité ouverte qui aurait pour effet de conférer à une Entité ou une Personne la détention directe ou indirecte de dix pour cent (10 %) ou plus des Parts de cette Entité ouverte.

### 14.6 Cession autre qu'un changement de contrôle

14.6.1 Nonobstant le paragraphe 14.4, toute Cession, directe ou indirecte, d'une proportion inférieure à vingt-cinq pour cent (25 %) des Parts d'un Club membre ou d'une Entité détenant des Parts du Club membre et qui n'est pas une Entité ouverte, qui n'a pas pour effet de causer un changement de Contrôle du Club membre n'est pas sujette à l'approbation préalable de l'Assemblée des membres, mais ne sera autorisée qu'à la condition d'avoir obtenu l'approbation préalable écrite du Commissaire;

14.6.2 Aux fins d'obtenir l'approbation du Commissaire, le Club membre concerné doit communiquer au Commissaire toute information concernant la Cession mentionnée au sous-paragraphe 14.6.1, y compris le prix et les modalités de

la Cession des Parts, la description des droits Cédés ainsi que la liste des autres Propriétaires du Club membre et du pourcentage des Parts dont chacun est Propriétaire, avant et après cette Cession.

**14.7 Cession entre Propriétaires**

14.7.1 Nonobstant le paragraphe 14.4, toute Cession directe ou indirecte des Parts d'un Club membre ou des Parts d'une Entité détenant des Parts du Club membre et qui n'est pas une Entité ouverte, en faveur d'un autre Propriétaire de ce Club membre et qui n'a pas pour effet de causer un changement de Contrôle de ce Club membre n'est pas sujette à l'approbation préalable de l'Assemblée des membres, mais ne sera autorisée qu'à la condition d'avoir obtenu l'approbation préalable écrite du Commissaire;

14.7.2 Aux fins d'obtenir l'approbation du Commissaire, le Club membre concerné doit communiquer au Commissaire toute information concernant la Cession mentionnée au sous-paragraphe 14.7.1, y compris le prix et les modalités de la Cession des Parts, la description des droits Cédés ainsi que la liste des autres Propriétaires du Club membre et du pourcentage des Parts dont chacun est Propriétaire, avant et après cette Cession.

**14.8 Cession par legs ou succession**

14.8.1 Lorsque la Cession directe ou indirecte des Parts d'un Club membre résulte d'un legs ou d'une succession et que cette Cession n'est pas autorisée par l'Assemblée des membres suite au vote décrit au sous-paragraphe 14.4.1, le Club membre concerné doit faire en sorte que le légataire ou l'héritier concerné se départe de tout droit dans le Club membre, dans un délai de douze (12) mois suivant la connaissance par ce légataire ou héritier du refus de l'Assemblée des membres d'autoriser la Cession;

14.8.2 Si la Cession par legs ou succession est refusée, en aucun cas le légataire ou l'héritier en question n'aura le statut de Propriétaire ni ne bénéficiera des avantages conférés par ce titre tels que les droits d'être représentant ou représentant suppléant du Club membre et ou d'assister et de voter aux Réunions de l'Assemblée des membres.

**14.9 Obligations du club membre lors de la cession de droits de propriété d'une concession ou de la cession d'un club**

14.9.1 La Cession de droits de propriété d'une Concession ou la Cession d'un Club n'a pas pour effet de libérer le Club membre cédant de ses dettes, responsabilités ou obligations envers la Ligue, existantes au moment de la Cession. Au moment de la Cession, tout intérêt du Club membre cédant dans tous fonds, propriétés, droits et intérêts de la Ligue cessera;

14.9.2 Toute Cession de droits de propriété d'une Concession et toute Cession d'un Club effectuée en contravention du paragraphe 14.4, est inopposable à la Ligue et aux membres. De plus, le Commissaire pourra imposer toute sanction qu'il estime justifiée et nécessaire à tout Club membre qui ne respecte pas les dispositions du paragraphe 14.4;

14.9.3 Tous les frais engagés ou exigibles, directement ou indirectement, en lien avec l'évaluation d'une demande de Cession de droits de propriété d'une Concession ou demande de Cession d'un Club, seront aux frais du Club membre et devront être payés par la personne ou l'Entité qui désire Céder ses droits de propriété dans un délai de quarante-cinq (45) jours à compter de la date de facturation, ces frais comprenant tous frais, coûts, débours et taxes applicables, notamment tous les honoraires et débours raisonnables de conseillers juridiques, comptables ou autres experts.

### 14.10 Obligations de l'acquéreur

14.10.1 A la suite de l'approbation de la demande de Cession de droits de propriété d'une Concession ou de la demande de Cession d'un Club, les frais engagés ou exigibles, directement ou indirectement en lien avec l'évaluation d'une demande de Cession de droits de propriété d'une Concession ou d'une demande de Cession d'un Club, seront aux frais du Club membre et devront être payés par l'acquéreur dans un délai de quarante-cinq (45) jours à compter de la date de facturation, ces frais comprenant tous frais, coûts, débours et taxes applicables, notamment tous les honoraires et débours raisonnables de conseillers juridiques, comptables ou autres experts;

14.10.2 Un nouveau membre acquérant une Concession par l'entremise d'une Cession de droits de propriété d'une Concession ou acquérant un Club par Cession d'un Club sera subrogé dans les droits du Club membre cédant dans tous fonds, propriétés, droits et intérêts de la Ligue.

## ARTICLE 15
## DÉLOCALISATION D'UN CLUB

### 15.1 Délocalisation

15.1.1 Un Club membre peut demander à la Ligue de délocaliser le Club qu'il exploite;

15.1.2 La demande de délocalisation décrite au paragraphe 15.1 doit être transmise par écrit au Commissaire sur un formulaire approuvé par l'Assemblée des membres et doit être accompagné (i) d'un paiement par chèque visé ou traite bancaire d'un montant déterminé par l'Assemblée des membres et (ii) de tout autre document ou information que requiert le Commissaire;

15.1.3 Aucune délocalisation ne peut avoir lieu pendant la Saison.

### 15.2 Processus de délocalisation

15.2.1 Sur réception de la demande de délocalisation transmise par le Club membre, le Commissaire doit mener une enquête telle qu'il le juge approprié et selon un délai raisonnable qu'il détermine. Pendant ce délai, le Commissaire mènera son enquête et pourra tenter de trouver un nouvel acquéreur qui ne causerait pas une délocalisation de la Concession;

15.2.2 Au terme de son enquête et du délai qu'il a déterminé et s'il n'est pas parvenu à trouver un nouvel acquéreur convenable, le Commissaire soumettra la demande de délocalisation ainsi que ses recommandations et toute autre information que le Commissaire juge pertinente à une Réunion de l'Assemblée des membres dûment convoquée aux fins de tenir: (i) le vote concernant l'option des Clubs membres de se porter acquéreurs au prorata de la Concession; et (ii) le vote d'approbation de la délocalisation;

15.2.3 Lors d'une Réunion de l'Assemblée des membres convoquée aux fins décrites au sous-paragraphe 15.2.2, les Clubs membres auront l'option de se porter acquéreurs au prorata de la Concession. Dans ce cas, les Club membres exploiteront le Club. Si les Club membres n'exercent pas cette option, le Commissaire soumettra la demande de délocalisation à l'Assemblée des membres pour approbation;

15.2.4 Sauf dans le cas prévu au paragraphe 15.2.5, l'approbation de la délocalisation devra être approuvée par voie de Résolution extraordinaire lors d'une Réunion de l'Assemblée des membres convoquée à cette fin;

15.2.5 Dans le cas où la délocalisation demandée par le Club membre ou requise conformément au paragraphe 12.8 résulterait en un empiétement sur le Territoire exclusif d'un autre Club membre, le processus de délocalisation sera le suivant :

a) Le Commissaire nommera un évaluateur agréé indépendant et le mandatera de préparer un rapport d'évaluation, selon une grille d'analyse déterminée par le Commissaire, dans un délai de trente (30) jours, indiquant la juste valeur du dédommagement devant être payée par le nouvel acquéreur au Club membre dont le Territoire exclusif sera empiété par la Concession délocalisée;

b) Le Club membre dont le Territoire exclusif sera empiété par la Concession délocalisée et le nouvel acquéreur négocieront de bonne foi, selon la grille d'analyse déterminée par le Commissaire, un dédommagement approprié afin de dédommager les pertes financières anticipées du Club membre qui résulteront de la délocalisation de la Concession acquise par le nouvel acquéreur;

c) Après que le rapport d'évaluation de l'évaluateur agréé indépendant aura été complété, le résultat de ce rapport d'évaluation devra être approuvé par voie de résolution adoptée par le vote affirmatif de plus de quatre-vingts pour cent (80 %) du nombre total des voix pouvant être exprimées par les Clubs membres présents lors d'une Réunion convoquée à cette fin et habilités à voter en conformité des lois, des statuts, de la Constitution et du Règlement régissant la Ligue;

d) Si la résolution prévue au paragraphe c) est adoptée, la Concession sera délocalisée et le nouvel acquéreur devra payer au Club membre dont le Territoire exclusif sera empiété par la Concession délocalisée la compensation établie par l'évaluateur agréé indépendant;

15.2.6 Le Club membre sera tenu de payer l'ensemble des frais, coûts, débours et taxes applicables, y compris tous les honoraires et débours raisonnables de conseillers juridiques, comptables ou autres experts, directement ou indirectement en lien avec l'évaluation d'une demande de délocalisation.

## ARTICLE 16
## GOUVERNANCE

### 16.1 Partage des pouvoirs

Les pouvoirs de la Ligue sont partagés entre l'Assemblée des membres, le Commissaire, le Bureau du commissaire et le Comité exécutif.

### 16.2 Assemblée des membres

L'Assemblée des membres est composée d'un représentant de chaque Club membre, désigné comme « représentant du Club membre ». L'Assemblée des membres agit comme assemblée générale et elle a pour mandat: (i) de gérer les activités et les affaires internes de la Ligue ou, dans la mesure où ces activités ou affaires internes sont gérées par une instance décisionnelle ou un dirigeant désignés par l'Assemblée des membres, d'en surveiller la gestion; (ii) d'adopter les grandes orientations qui auront un impact sur le développement de la Ligue; (iii) d'assurer le maintien et le respect de la Constitution, du Règlement, des politiques, des conventions et des règles de jeu de la Ligue; et (iv) d'étudier toute question concernant la Ligue et les Clubs membres.

### 16.3 Commissaire

Chacun des Clubs membres convient que le Commissaire est le dirigeant exécutif en chef de la Ligue. Le Commissaire est chargé de la gestion et de la surveillance générale des activités et des affaires de la Ligue y compris les activités qui ne sont pas dans le cours normal des affaires courantes de la Ligue, notamment la protection de l'intégrité du hockey junior majeur et la préservation de la confiance du public dans la Ligue. En conséquence, les Clubs membres délèguent au Commissaire tous les pouvoirs nécessaires afin de s'acquitter de ses responsabilités.

### 16.4 Bureau du commissaire

Le Bureau du commissaire est un centre de services que le Commissaire a la responsabilité de mettre en place et de maintenir dans la cadre du budget adopté annuellement par l'Assemblée des membres.

### 16.5 Comité exécutif

Le Comité exécutif est composé du commissaire et de cinq représentants élus à ce comité par l'Assemblée des membres. Le Comité exécutif n'a pas de pouvoirs décisionnels spécifiques, sous réserve de pouvoirs que l'Assemblée des membres peut lui déléguer conformément au sous-paragraphe 17.2.16. Le rôle principal du Comité exécutif est de conseiller le Commissaire dans les différentes affaires de la Ligue.

### 16.6 Exercice des pouvoirs

Les pouvoirs de la Ligue s'exercent par voie de Décision officielle de la Ligue, par les personnes et instances décisionnelles appropriées selon les dispositions de la Constitution et du Règlement.

## ARTICLE 17
## ASSEMBLÉE DES MEMBRES

### 17.1 Gouvernance par les membres

Malgré toute disposition à l'effet contraire prévue à la Loi, aux statuts ou au Règlement, les Clubs membres retirent par les présentes aux administrateurs l'ensemble des pouvoirs, droits et fonctions que les administrateurs pourraient autrement exercer et conviennent d'exercer les droits de vote afférents à leur adhésion respective de façon à gérer les activités et les affaires internes de la Ligue ou d'en surveiller la gestion.

### 17.2 Décisions requérant l'approbation des clubs membres par voie de résolution ordinaire

Malgré toute disposition à l'effet contraire prévue aux statuts ou au Règlement de la Ligue ou aux présentes, les Clubs membres conviennent et s'engagent à ce qu'aucune action, mesure, décision, résolution ou règlement administratif concernant les questions suivantes relatives à la Ligue ne soit pris sans l'approbation des Clubs membres par voie de Résolution ordinaire:

17.2.1 l'examen et l'approbation des états financiers annuels de la Ligue;

17.2.2 la nomination de l'auditeur indépendant des livres comptables de la Ligue;

17.2.3 toute modification importante des pratiques comptables établies et utilisées par la Ligue dans la préparation de ses états financiers;

17.2.4 la nomination du Commissaire et la détermination de la durée de son mandat et de ses conditions de travail;

17.2.5 l'élection des membres du Comité exécutif;

17.2.6 la nomination des représentants à la ligue canadienne de hockey;

17.2.7 la nomination des représentants ou dirigeants pour la signature des chèques ou autres effets bancaires d'un montant maximum de 100 000,00 $;

17.2.8 la nomination des personnes autorisées à signer des contrats et des engagements contractés par la Ligue;

17.2.9 l'adoption des plans d'action et des budgets correspondants;

17.2.10 l'adoption des différentes politiques d'importance de la Ligue et de leurs modifications, de temps à autre;

17.2.11 la constitution des différents fonds de la Ligue, leurs règles de fonctionnement et les montants de contribution des Clubs membres à chaque fonds;

17.2.12 la fixation du montant que chaque Club membre doit maintenir à titre de quote-part dans le fonds de réserve de la Ligue;

17.2.13 le choix de l'institution financière où les fonds de la Ligue seront déposés;

17.2.14 l'autorisation ou la finalisation des transactions bancaires nécessaires à l'administration de la Ligue, conformément aux dispositions du Règlement;

17.2.15 l'affiliation de la Ligue à tout organisme qui l'aide à poursuivre des intérêts communs ou similaires;

17.2.16 la délégation au Comité exécutif de certains de ses pouvoirs, pour un temps déterminé et à des conditions déterminées;

17.2.17 toute action, mesure, décision, résolution ou règlement administratif dans la mesure prévue aux paragraphes 18.1 et 12.5 ainsi qu'aux sous-paragraphes 7.1.2, 7.3.1, 12.4.1, 20.4.2 et 20.5.2.

**17.3 <u>Décisions requérant l'approbation des clubs membres par voie de résolution extraordinaire</u>**

Malgré toute disposition à l'effet contraire prévue aux statuts ou au Règlement de la Ligue ou aux présentes, les Clubs membres conviennent et s'engagent à ce qu'aucune action, mesure, décision, résolution ou règlement administratif concernant les questions suivantes relatives à la Ligue ne soit pris sans l'approbation des Clubs membres par voie de Résolution extraordinaire:

17.3.1 l'adoption, la révocation ou la modification des statuts, du Règlement et des règles de jeu de la Ligue;

17.3.2 la fusion ou la formation d'une coentreprise entre la Ligue et toute autre entité;

17.3.3 la création, l'acquisition ou la disposition de toute filiale de la Ligue;

17.3.4 la Cession par la Ligue, de la totalité ou d'une partie substantielle de ses éléments d'actif, ou le consentement d'une option ou de tout autre droit ainsi que tout contrat ou engagement à cet effet;

17.3.5 toute acquisition d'une entreprise, par le biais d'un achat d'actions ou d'éléments d'actif, d'une fusion ou toute autre transaction de nature similaire;

17.3.6 l'approbation de toute demande d'adhésion comme nouveau Club membre;

17.3.7 l'exclusion d'un Club membre, sauf en conformité avec les dispositions des présentes ou du Règlement;

17.3.8 l'approbation des dépenses de nature capital pour un montant supérieur à cent mille dollars (100 000,00 $) ou supérieur dans leur ensemble à cinq cent mille dollars (500 000,00 $) au cours d'un exercice financier de la Ligue ou de toute filiale de celle-ci;

17.3.9 toute augmentation de l'endettement de la Ligue ou de toute filiale de celle-ci au cours d'un exercice financier pour une somme supérieure à cinq cent mille dollars (500 000,00 $) par rapport à l'endettement existant en date du début de l'exercice financier;

17.3.10 toute action, mesure, décision, résolution ou règlement administratif dans la mesure prévue aux paragraphes 5.1, 8.1, 8.3, 8.5, 12.6, 12.8, 13.2, 14.2, 15.2.4 et 20.6 ainsi qu'aux sous-paragraphes 7.1.1, 7.1.3, 7.2.1, 7.3.2, 14.4.1, 17.10.1, 20.3.2 et 24.4.5.

**17.4 Décisions requérant l'approbation des clubs membres par voie de résolution unanime**

Malgré toute disposition à l'effet contraire prévue aux statuts ou au Règlement de la Ligue ou aux présentes, les Clubs membres conviennent et s'engagent à ce qu'aucune action, mesure, décision, résolution ou règlement administratif concernant les questions suivantes relatives à la Ligue ne soit pris sans l'approbation des Clubs membres par voie de Résolution unanime:

17.4.1 toute modification fondamentale de la nature des affaires de la Ligue;

17.4.2 toute nomination à titre de représentant suppléant d'un Club membre d'une personne autre qu'une personne impliquée directement dans la gestion des activités et affaires courantes de hockey d'un Club et qui ne satisfait pas aux conditions obligatoires à l'admissibilité à titre de représentant suppléant d'un Club membre telles qu'énoncées au sous-paragraphe 17.8.2, dans la mesure prévue au sous-paragraphe 17.8.3;

17.4.3 toute action, mesure, décision, résolution ou règlement administratif dans la mesure prévue à l'Article 25.

**17.5 Assemblée des membres**

17.5.1 Lors des Réunions de l'Assemblée des membres, chaque Club membre devra être représenté par un seul et unique fondé de pouvoir, soit son représentant ou son représentant suppléant. Avant chaque Réunion annuelle, chaque Club membre devra faire parvenir au Commissaire un avis écrit par extrait de résolution de l'instance appropriée, identifiant le représentant et le représentant suppléant du Club membre lors des Réunions, ceux-ci étant habilités à voter au nom du Club membre lors de la Réunion annuelle suivante et lors de toute autre Réunion jusqu'à la Réunion annuelle suivante et à engager le Club membre à toute entente par leur signature respective;

17.5.2 À une Réunion de l'Assemblée des membres, le représentant du Club membre peut occasionnellement être remplacé par le représentant suppléant nommé

par le Club membre lorsque ce représentant est dans l'impossibilité de participer à une Réunion.

### 17.6 Représentants du club membre

17.6.1 Avant chaque Réunion annuelle de l'Assemblée des membres, chaque Club membre devra désigner les personnes qui seront son représentant et son représentant suppléant lors des Réunions, jusqu'à la Réunion annuelle suivante de l'Assemblée des membres;

17.6.2 Lors de toute Réunion de l'Assemblée des membres, chacun des Clubs membres doit être représenté par son représentant ou, lorsque ce représentant est dans l'impossibilité de participer à l'Assemblée des membres, par son représentant suppléant;

17.6.3 Lors d'une Réunion de l'Assemblée des membres, le représentant ou représentant suppléant du Club membre exerce tous les droits et pouvoirs conférés au Club membre, y compris le droit de voter;

17.6.4 Dans le cas où le représentant et le représentant suppléant du Club membre seraient présents lors d'une même Réunion de l'Assemblée des membres, un seul d'eux aura droit de parole et en aucun cas plus d'un représentant ne pourra se prononcer ou voter au nom d'un Club membre au cours d'une même Réunion de l'Assemblée des membres.

### 17.7 Critères d'admissibilité à titre de représentant du club membre

17.7.1 Ne peut être désignée à titre de représentant :

a) toute personne physique de moins de dix-huit ans;

b) toute personne physique qui est incapable au sens de la Loi;

c) toute personne qui est une personne autre qu'une personne physique;

d) toute personne qui a le statut de failli.

17.7.2 Le représentant du Club membre :

a) dans le cas d'un Club membre qui est une Entité autre qu'une personne morale sans but lucratif et dont aucun Propriétaire n'est une Entité ouverte ou une municipalité, doit être une personne physique Propriétaire d'au moins trois pour cent (3 %) des Parts votantes de ce Club membre;

b) dans le cas d'un Club membre dont un Propriétaire est une municipalité, doit être une personne occupant, selon le cas:

(i) un poste d'élu;

(ii) un poste au sein de la direction générale de la municipalité comprenant un pouvoir de direction ou d'influence dans l'administration ou les politiques de la municipalité quant aux loisirs, aux sports ou aux infrastructures récréatives;

(iii) un poste au sein d'un organisme formé par la municipalité ou à sa demande, y compris tout conseil, comité et toute entité ou commission, dont l'objet est l'administration de ce Club membre ou de son Club;

c) dans le cas d'un Club membre qui est une personne morale sans but lucratif, doit être un membre de cette personne morale sans but lucratif (ou être une personne qui participe au Contrôle du membre lorsqu'il est une personne morale) ou en être un haut-dirigeant ou un administrateur;

d) dans le cas d'un Club membre dont un Propriétaire est une Entité ouverte, doit être, selon le cas:

(i) une personne physique détenant directement ou indirectement au moins vingt pour cent (20 %) des Parts votantes de cette Entité ouverte;

(ii) un dirigeant ou gestionnaire de cette Entité ouverte;

(iii) un administrateur de cette Entité ouverte.

17.7.3 Dans tous les cas, le représentant doit avoir la pleine autorité pour agir au nom du Club membre et lier le Club membre sur toute question soulevée lors de toute Réunion de l'Assemblée des membres pour laquelle le représentant est désigné par le Club membre afin d'y participer;

17.7.4 Nonobstant toute disposition des paragraphes précédents, aucun Club membre ne peut nommer à titre de représentant une personne impliquée directement dans la gestion des activités et affaires courantes d'entreprise d'un Club, à savoir les activités et affaires courantes de hockey ainsi que toute autre activité reliée à l'exploitation d'un Club.

**17.8 <u>Critères d'admissibilité à titre de représentant suppléant du club membre</u>**

17.8.1 Ne peut être désignée à titre de représentant suppléant :

(a) toute personne physique de moins de dix-huit ans;

(b) toute personne physique qui est incapable au sens de la Loi;

(c) toute personne qui est une personne autre qu'une personne physique;

(d) toute personne qui a le statut de failli.

17.8.2 Le représentant suppléant du Club membre :

a) dans le cas d'un Club membre qui est une Entité autre qu'une personne morale sans but lucratif et dont aucun Propriétaire n'est une Entité ouverte ou une municipalité, doit être une personne physique Propriétaire d'au moins trois pour cent (3 %) des Parts votantes de ce Club membre;

b) dans le cas d'un Club membre dont un Propriétaire est une municipalité, doit être une personne occupant, selon le cas:

(i) un poste d'élu;

(ii) un poste au sein de la direction générale de la municipalité comprenant un pouvoir de direction ou d'influence dans l'administration ou les politiques de la municipalité quant aux loisirs, aux sports ou aux infrastructures récréatives;

(iii) un poste au sein d'un organisme formé par la municipalité ou à sa demande, y compris tout conseil, comité et toute entité ou commission, dont l'objet est l'administration de ce Club membre ou de son Club;

c) dans le cas d'un Club membre qui est une personne morale sans but lucratif, doit être un membre de cette personne morale sans but lucratif (ou être une personne qui participe au Contrôle du membre lorsqu'il est une personne morale) ou en être un haut-dirigeant ou un administrateur;

d) dans le cas d'un Club membre dont un Propriétaire est une Entité ouverte, doit être, selon le cas:

(i) une personne physique détenant directement ou indirectement au moins vingt pour cent (20 %) des Parts votantes de cette Entité ouverte;

(ii) un dirigeant ou gestionnaire de cette Entité ouverte;

(iii) un administrateur de cette Entité ouverte.

17.8.3 Toute personne, à l'exclusion d'une personne impliquée directement dans la gestion des activités et affaires courantes de hockey d'un Club, qui ne satisfait pas aux conditions obligatoires à l'admissibilité à titre de représentant suppléant d'un Club membre, telles qu'énoncées au sous-paragraphe 17.8.2, mais qui est proposée par un Club membre à titre de représentant suppléant et qui démontre une intention de promouvoir la mission, les objets ainsi que les valeurs fondamentales de la Ligue peut être nommée comme représentant suppléant du Club membre par voie de

Résolution unanime lors d'une Réunion de l'Assemblée des membres convoquée à cette fin;

17.8.4 Dans tous les cas, le représentant suppléant doit avoir la pleine autorité pour agir au nom du Club membre et lier le Club membre sur toute question soulevée lors de toute Réunion de l'Assemblée des membres pour laquelle le représentant suppléant est désigné par le Club membre afin d'y participer;

17.8.5 Un Club membre peut nommer à titre de représentant suppléant une personne impliquée directement dans la gestion des activités et affaires courantes d'entreprise d'un Club, à la condition toutefois que cette personne ne soit pas impliquée directement dans la gestion des activités et affaires courantes de hockey du Club.

**17.9 Absence de représentant inacceptable**

17.9.1 Chacun des Clubs membres s'engage à ce qu'aucune personne désignée à titre de représentant du Club membre ou à titre de représentant suppléant du Club membre ne soit, au meilleur de la connaissance de ce Club membre:

a) une personne ayant été trouvée coupable de tout acte criminel ou infraction pénale comportant fraude, abus de confiance, fausse déclaration, corruption, blanchiment d'argent, escroquerie, supercherie, mensonge, malhonnêteté ou autre moyen dolosif;

b) une personne (i) qui serait raisonnablement susceptible de ternir la réputation ou l'image de la Ligue, des Clubs membres ou de leurs Affiliés respectifs, ou de nuire à leurs activités; ou (ii) qui pourrait avoir pour effet d'inciter des parties prenantes, clients, fournisseurs, partenaires d'affaires ou toute autre personne ou entité qui a l'habitude de faire affaire avec la Ligue et les Clubs membres, à cesser de faire affaire avec eux, ou diminuer leur volume d'affaires avec eux; ou (iii) qui serait raisonnablement susceptible de ternir la réputation ou de nuire à l'un des parties prenantes, clients, fournisseurs ou partenaires d'affaires de la Ligue, des Clubs membres ou de leurs Affiliés respectifs.

17.9.2 Lorsqu'il constate qu'une personne désignée à titre de représentant ou de représentant suppléant du Club membre est une personne visée par les dispositions du sous-paragraphe 17.9.1, le Commissaire en avise le Club membre qui devra alors désigner une nouvelle personne admissible à titre de représentant ou de représentant suppléant du Club membre.

**17.10 Destitution du représentant ou représentant suppléant par l'assemblée des membres**

17.10.1 Les Clubs membres peuvent destituer un représentant ou un représentant suppléant par voie de Résolution extraordinaire lors d'une Réunion de l'Assemblée des membres convoquée à cette fin;

17.10.2 Une personne ayant été destituée de ses fonctions de représentant ou de représentant suppléant ne peut être nommée comme représentant ou représentant suppléant pendant une période de trois (3) ans suivant la prise d'effet de sa destitution et ne peut agir, durant cette période, à titre de représentant ni de représentant suppléant d'un Club membre.

**17.11 <u>Destitution de fait du représentant ou du représentant suppléant</u>**

Un représentant ou un représentant suppléant est automatiquement destitué de ses fonctions par le Commissaire, sur avis écrit de ce dernier, sans autre formalité ni procédure, et son poste devient automatiquement vacant dans chacun des cas suivants, s'il :

17.11.1 fait une déclaration de faillite, une cession générale d'éléments actif au bénéfice de ses créanciers, le dépôt d'une proposition concordataire, le dépôt d'un avis d'intention aux termes de la *Loi sur la faillite et l'insolvabilité* (L.R.C. 1985, ch. B-3) ou tout autre recours similaire en vertu des lois relatives à la faillite et l'insolvabilité;

17.11.2 fait l'objet d'une saisie des Parts du Club membre dont il est Propriétaire, le cas échéant et si une telle saisie n'est pas contestée de bonne foi par le représentant ou représentant suppléant dans un délai de cinq (5) jours suivant cette saisie ou si, malgré une telle contestation de bonne foi, la saisie est maintenue par un tribunal compétent;

17.11.3 refuse ou omet de se conformer aux dispositions de la Constitution et s'il n'est pas remédié à ce défaut dans les cinq (5) jours suivant la réception d'un avis écrit de la Ligue;

17.11.4 commet tout acte ou est impliqué dans tout événement, à tout moment, qui nuit à l'image, la réputation ou à l'exploitation de la Ligue, ou qui met en péril les permis, autorisations ou contrats nécessaires aux activités de la Ligue;

17.11.5 est accusé par une autorité compétente d'avoir commis, à tout moment, y compris avant la date des présentes, une infraction criminelle ou toute autre violation comprenant un manque d'intégrité qui met en péril les permis, autorisations ou contrats importants nécessaires à la conduite des affaires de la Ligue;

17.11.6 devient inhabile à être administrateur au sens de la Loi;

17.11.7 ne satisfait plus, selon le cas, aux critères d'admissibilité énoncés aux paragraphes 17.7 ou 17.8 suite à tout changement d'événements, de conditions ou de circonstances;

17.11.8 est destitué par le Club membre qui l'a nommé;

17.11.9 est absent, au sens du Code civil du Québec, depuis plus de six (6) mois;

17.11.10 décède.

**17.12 Mandat**

La durée régulière des mandats respectifs du représentant et du représentant suppléant est du jour de leur nomination respective jusqu'à la clôture de la Réunion annuelle de l'Assemblée des membres de l'année suivant leur nomination.

**17.13 Vacances**

17.13.1 Toute vacance découlant de la destitution ou du départ d'un représentant ou d'un représentant suppléant peut être comblée par le Club membre avant ou lors d'une Réunion tenue suite au départ ou à laquelle est prononcée la destitution de ce représentant ou de ce représentant suppléant;

17.13.2 Le Commissaire peut envoyer un avis mettant en demeure le Club membre non représenté à l'Assemblée des membres de désigner un représentant ou un représentant suppléant, ce Club membre devant combler la vacance dénoncée par le Commissaire en faisant parvenir au Commissaire, au plus tard vingt-quatre (24) heures avant la Réunion subséquente, le nom de la personne qu'il désigne comme représentant ou représentant suppléant.

**17.14 Rémunération**

17.14.1 Les représentant et représentant suppléant ne sont pas rémunérés dans le cadre de l'exercice de leurs fonctions;

17.14.2 L'Assemblée des membres peut autoriser le remboursement des frais de déplacement du représentant ou du représentant suppléant en fonction lorsque ce déplacement est requis par la Ligue. Dans le cas où plus d'une personne représentant un Club membre effectue un tel déplacement requis par la Ligue et se voit remboursé ses frais de déplacement, le Club membre devra payer à la Ligue un montant forfaitaire déterminé pour toute personne dont les frais ont été remboursés et qui n'est pas le représentant du Club membre. Les frais sont remboursés à même les fonds de la Ligue, sur présentation de pièces justificatives satisfaisantes au trésorier.

**17.15 Réunion annuelle de l'assemblée des membres**

Une Réunion annuelle de l'Assemblée des membres a lieu au plus tard cent vingt (120) jours suivant la fin de chaque exercice financier de la Ligue, à la date et à l'endroit désignés par le Commissaire.

**17.16 Réunion extraordinaire de l'assemblée des membres**

17.16.1 Un nombre de trois (3) Réunions extraordinaires de l'Assemblée des membres seront prévues et tenues chaque année selon un calendrier établi par le Commissaire et soumis à l'Assemblée des membres;

17.16.2 En plus des Réunions extraordinaires prévues aux dispositions du sous-paragraphe 17.16.1, une Réunion extraordinaire de l'Assemblée des membres peut être convoquée en tout temps par le Commissaire ou par requête écrite au Commissaire d'au moins quatre (4) Clubs membres qui sont membres en

règle. Toute telle requête par des Clubs membres devra indiquer les affaires qui seront soumises à la Réunion extraordinaire de l'Assemblée des membres.

### 17.17 Quorum

Malgré toute disposition à l'effet contraire prévue à la Loi, le quorum fixé pour toute Réunion de l'Assemblée des membres correspond aux deux tiers des Clubs membres habilités à voter à cette Réunion en conformité des lois, des statuts, de la Constitution et du Règlement régissant la Ligue.

### 17.18 Procuration

Nul ne peut avoir recours au dépôt d'une procuration écrite comme mode de représentation d'un Club membre à une Réunion.

## ARTICLE 18
## COMMISSAIRE DE LA LIGUE

### 18.1 Élection du commissaire

Le Commissaire est élu par voie de Résolution ordinaire lors d'une Réunion de l'Assemblée des membres convoquée à cette fin. L'Assemblée des membres détermine la durée du mandat et les modalités et conditions de travail du Commissaire.

### 18.2 Échéance du mandat du commissaire

À l'échéance de son mandat, le Commissaire devra remettre à la Ligue toute somme d'argent, tout bien et tout document dont il a possession au nom et pour le compte de la Ligue dans le cadre de l'exercice de ses fonctions.

### 18.3 Pouvoirs du commissaire

Chacun des Clubs membres convient que l'ensemble des pouvoirs, droits et fonctions prévus aux sous-paragraphes suivants ainsi que tout autre fonction ou pouvoir prévus au Règlement sont par les présentes délégués au Commissaire:

18.3.1 Application de la constitution et de la réglementation

Le Commissaire est le responsable de l'application de la Constitution, du Règlement, des politiques adoptées par l'Assemblée des membres et des règles de jeu. Il a le pouvoir exclusif d'interpréter la Constitution, le Règlement et les politiques de la Ligue et de lier chacun des Clubs membres par son interprétation. Le Commissaire peut émettre toute directive qu'il juge utile à l'interprétation et à l'application pleine et entière de la Constitution, du Règlement, de toute politique et de toute résolution de l'Assemblée des membres.

18.3.2 Protection de l'intégrité du hockey

Le Commissaire peut émettre toute directive qu'il juge utile à la protection de l'intégrité du hockey junior majeur ou afin de préserver la confiance du public dans la Ligue.

18.3.3 Délégation de pouvoirs

Le Commissaire peut, à sa seule discrétion déléguer aux personnes de son choix les fonctions et pouvoirs que lui accordent les Clubs membres. À cette fin, le Commissaire peut:

a) créer des postes de dirigeant et d'employé;

b) nommer toute personne pleinement capable comme dirigeant, employé ou membre d'un comité créé par le Commissaire, préciser ses fonctions et lui déléguer le pouvoir de gérer certaines activités ou affaires internes de la Ligue dans la mesure que le Commissaire juge utile;

c) décider de la rémunération des personnes qu'il nomme ou à qui il délègue des fonctions et pouvoirs;

d) retirer tout pouvoir qu'il a délégué.

18.3.4 Pouvoir de négocier et de contracter

Le Commissaire exerce entre autres les pouvoirs de négociation et de représentation suivants:

a) Le Commissaire est responsable des négociations de la Ligue avec d'autres ligues ou associations auxquelles la Ligue est affiliée ou dont elle est membre;

b) Le Commissaire peut structurer et négocier, au nom de la Ligue, des contrats avec toutes personnes ou Entités, à condition que la valeur totale des obligations de la Ligue en vertu d'un seul contrat soit inférieure à cent mille dollars (100 000,00 $) et que l'augmentation de l'agrégat total des obligations de la Ligue au cours d'un exercice financier soit inférieur à cinq cent mille dollars (500 000,00 $), à moins qu'un agrégat total supérieur ait été autorisé par l'Assemblée des membres.

18.3.5 Cession de droits de propriété

Le Commissaire est responsable de la coordination et de la supervision générale des politiques de la Ligue en matière de droits de propriété des Concessions des Clubs membres, y compris le nom ainsi que les couleurs de chacun des Clubs membres.

18.3.6 Pouvoir d'enquête

Le Commissaire peut enquêter sur tout geste, acte, transaction ou pratique qu'il suspecte ou qu'on lui allègue ne pas être dans le meilleur intérêt de la Ligue. À cette fin, le Commissaire peut:

a) exiger d'un Club membre qu'il lui fournisse tout document et toute information que le Commissaire juge utile;

b) consulter le registre des actionnaires et des valeurs mobilières d'un Club membre et exiger copie de la liste des Propriétaires de tout Club membre;

c) exiger d'un Club membre qu'il organise une rencontre entre le Commissaire et toute personne Affiliée à ce Club membre et exiger que le Club membre fasse en sorte que toute personne convoquée à une telle rencontre y apporte tout document requis par le Commissaire et réponde à toute question du Commissaire.

18.3.7 Pouvoirs disciplinaires

Le Commissaire peut imposer l'une ou l'autre des sanctions suivantes lorsqu'il détermine, sur la base d'informations qu'il juge suffisantes et après avoir permis à la personne ou à l'Entité visée de répondre aux faits qui lui sont reprochés, qu'un Club membre ou un de ses Affiliés a contrevenu à la Constitution, au Règlement ou à toute autre règle de conduite de la Ligue ou est coupable d'un geste ou d'une conduite survenu durant ou hors Saison et jugé néfaste pour la Ligue ou le sport du hockey:

a) expulser ou suspendre la personne ou Entité fautive pour une période définie ou indéfinie. Toutefois, le Commissaire ne peut révoquer le statut d'un Club membre. De plus, le Commissaire ne peut suspendre les droits d'un Club membre pour une période excédant douze (12) mois;

b) annuler tout contrat ou entente entre la personne ou Entité fautive et la Ligue ou un Club membre;

c) imposer une amende n'excédant pas cent mille dollars (100 000,00 $) ou tout autre montant prévu à la Constitution ou au Règlement;

d) si la conduite en question a un effet sur les aspects compétitifs du sport, octroyer ou transférer des joueurs et/ou choix lors de la séance de sélection et/ou priver de choix lors de la séance de sélection la Concession à laquelle la personne ou Entité fautive est reliée;

e) si la conduite en question cause un préjudice à un ou plusieurs autres Clubs membres, ordonner l'indemnisation de ce ou ces Clubs membres par la personne fautive.

18.3.8 Pouvoirs de résolution des différends

Le Commissaire a la pleine et entière compétence et autorité en matière d'arbitrage des différends qui concernent la Ligue ou un de ses Clubs membres. Les Clubs membres conviennent de se soumettre à l'autorité du Commissaire et s'engagent à faire en sorte que leurs Affiliés se soumettent à l'autorité du Commissaire dans chacun des cas suivants :

a) tout différend qui implique deux (2) Clubs membres de la Ligue ou plus, ou deux (2) Propriétaires dans une Concession de la Ligue ou plus;

b) tout différend entre ou impliquant des joueurs, entraîneurs, représentants ou autres employés reliés aux activités et affaires courantes de hockey d'un Club, à moins que le différend ne soit pas relié aux fonctions détenues dans la Ligue par les individus impliqués;

c) tout différend entre un joueur ou un autre employé reliés aux activités et affaires courantes de hockey d'un Club;

d) tout différend entre un joueur et un officiel de la Ligue;

e) tout différend entre deux ou plusieurs personnes liées soit à un Club, soit à la Ligue qui, selon l'opinion du Commissaire, est contraire aux meilleurs intérêts de la Ligue ou du hockey junior majeur en général, ou qui implique ou affecte les politiques de la Ligue.

Le Commissaire peut, à sa seule discrétion, se saisir de toute question relative à l'un des cas énumérés ci-haut lorsqu'il constate un différend. Le Commissaire peut également, à sa seule discrétion, décider de ne pas agir à titre d'arbitre dans un différend et peut nommer un arbitre pour le remplacer.

18.3.9 Comités

Le Commissaire peut, à sa seule discrétion, établir tout comité et lui octroyer les mandats et les pouvoirs qu'il juge appropriés. À cette fin, le Commissaire est membre d'office de chaque comité de la Ligue et peut:

a) nommer les membres de tout tel comité et déterminer la durée de leurs mandats respectifs;

b) agir à titre de président de tout tel comité, à sa seule discrétion;

c) dissoudre un comité qu'il a établi.

18.3.10 Pouvoirs résiduaires

Le Commissaire exerce tous les pouvoirs qui ne sont pas expressément confiés à une autre personne ou à un groupe de personnes en vertu de la Constitution, du Règlement ou de tout autre document réglementaire de la Ligue ou de la Loi.

## 18.4 Pouvoirs réservés à l'assemblée des membres

Le Commissaire exerce ses pouvoirs sous réserve de l'autorité de l'Assemblée des membres et des pouvoirs suivants, lesquels sont réservés à l'Assemblée des membres:

a) soumettre aux Clubs membres des questions qui requièrent leur approbation en vertu de la Loi;

b) combler les postes vacants des représentants, représentants suppléants ou de l'expert-comptable et nommer des représentants supplémentaires;

c) émettre des titres de créance de la Ligue;

d) approuver les états financiers annuels de la Ligue;

e) modifier ou révoquer le Règlement;

f) déterminer la contribution ou la cotisation annuelle des Clubs membres.

## ARTICLE 19
## BUREAU DU COMMISSAIRE

### 19.1 Constitution par le commissaire

Sujet aux dispositions de la Constitution et dans le cadre du budget adopté annuellement par l'Assemblée des membres, le Commissaire doit mettre en place et maintenir un centre de services, appelé le « Bureau du commissaire ».

### 19.2 Pouvoirs délégués par le commissaire

Le Commissaire créé les postes du Bureau du commissaire, y nomme des personnes et leur délègue des pouvoirs, conformément au sous-paragraphe 18.3.3, dans la mesure qu'il juge utile.

## ARTICLE 20
## COMITÉ EXÉCUTIF DE LA LIGUE

### 20.1 Composition du comité exécutif

Le Commissaire est membre d'office du Comité exécutif. Outre le Commissaire, le Comité exécutif est composé de cinq membres, soit du président du Comité exécutif et de quatre autres membres du comité, pour un total de six membres, qui se verront attribuer par le Comité exécutif lui-même, tous les deux ans ou lorsque survient une vacance au Comité exécutif, les fonctions de 1er vice-président, de 2ème vice-président, de secrétaire et de trésorier;

### 20.2 Élection des membres du comité exécutif

20.2.1 Les membres du Comité exécutif sont élus par l'Assemblée des membres, parmi les représentants des Clubs membres de la Ligue;

20.2.2 Le Comité exécutif ne peut, en aucun cas, être composé de plus d'un (1) représentant suppléant d'un Club membre;

20.2.3 Le Comité exécutif ne peut, en aucun cas, être composé d'un représentant et d'un représentant suppléant du même Club membre;

20.2.4 Le choix des membres du Comité exécutif devrait refléter la diversité des Clubs membres en fonction des critères suivants:

a) le type de marché dans lequel le Club membre exploite sa Concession, établi selon les caractéristiques et indicateurs statistiques que pourra considérer l'Assemblée des membres de temps à autre, y compris la taille et la valeur du marché, les segmentations démographique et géographique du marché et les conditions de marché y prévalant;

b) le type d'installation et d'équipement exploités par chaque Club membre;

c) le territoire dans lequel chaque Club membre exploite sa Concession.

20.2.5 La durée du mandat de tout membre du Comité exécutif est de deux (2) années;

20.2.6 La durée du mandat peut être moindre si le membre a été élu à la suite d'une vacance en cours de mandat;

20.2.7 Le mandat du président et celui de deux autres membres du Comité exécutif débute aux années paires; celui des deux autres membres débute aux années impaires.

**20.3 Éligibilité à titre de membre du comité exécutif**

20.3.1 Afin d'être éligible à titre de membre du Comité exécutif, une personne doit répondre aux conditions suivantes :

a) être un représentant d'un Club membre;

b) avoir, au préalable, occupé le poste de représentant ou de représentant suppléant pendant un minimum de deux (2) mandats consécutifs;

c) avoir, pendant la période de deux (2) mandats susmentionnée, été présent et participé à au moins cinquante pour cent (50 %) des Réunions de l'Assemblée des membres convoquées et tenues.

20.3.2 Un représentant suppléant qui ne rencontre pas les exigences du sous-paragraphe 20.3.1a), mais qui par ailleurs rencontre les exigences des sous-paragraphes 20.3.1b) et 20.3.1c) et qui est proposé pour élection par un Club membre peut être élu comme membre du Comité exécutif par voie de Résolution extraordinaire lors d'une Réunion de l'Assemblée des membres convoquée à cette fin.

**20.4 Nombre de mandats consécutifs**

20.4.1 Un membre du Comité exécutif peut demeurer en poste de manière à cumuler trois (3) mandats consécutifs;

20.4.2 Au terme de son troisième mandat consécutif, le membre du Comité exécutif ne peut être élu que si aucune autre candidature n'est soumise à l'Assemblée des membres. Le membre du Comité exécutif est alors élu par voie de

Résolution ordinaire lors d'une Réunion de l'Assemblée des membres convoquée à cette fin;

20.4.3 Les mandats pendant lesquels un membre du Comité exécutif a agi à titre de président ne sont pas considérés aux fins du calcul du nombre de mandats consécutifs. Toutefois, toute personne qui a été président du Comité exécutif doit avoir siégé comme représentant à l'Assemblée des membres pendant une année complète, sans être membre du Comité exécutif, avant d'être éligible à un poste du Comité exécutif.

### 20.5 Élection du président du comité exécutif

20.5.1 Tout nouveau président du Comité exécutif doit être désigné dans l'année précédant la fin du dernier mandat du président sortant de charge dans les cas suivants :

a) Le président en charge en est à son troisième mandat;

b) Le président en charge qui en est à son premier ou deuxième mandat indique par lettre adressée au commissaire son intention irrévocable de ne pas solliciter un autre mandat.

20.5.2 Afin d'être éligible à titre de président du Comité exécutif, une personne doit être ou avoir été membre du Comité exécutif au cours des deux (2) dernières années précédant sa candidature et être désignée sur recommandation des membres du Comité exécutif. Sa candidature au poste de président du Comité exécutif devra être entérinée par voie de Résolution ordinaire lors d'une Réunion de l'Assemblée des membres convoquée à cette fin. Son mandat à titre de président débutera lorsque le mandat du président actuel prendra fin;

20.5.3 Si un président est désigné avant la fin du mandat du président actuel et qu'il ne siège pas au Comité exécutif, il pourra y siéger à titre d'observateur.

### 20.6 Révocation

Les fonctions de tout membre du Comité exécutif peuvent être retirées par voie de Résolution extraordinaire lors d'une Réunion de l'Assemblée des membres convoquée à cette fin.

### 20.7 Vacance au comité exécutif

Si un poste au sein du Comité exécutif devient vacant en cours de mandat, il revient à l'Assemblée des membres de combler cette vacance pour la durée restante du mandat. Les autres membres du Comité exécutif pourront continuer à agir malgré une vacance.

### 20.8 Rémunération

Aucun membre du Comité exécutif de la Ligue ne sera rémunéré pour ses services à ce titre. Toutefois, les membres du Comité exécutif pourront se faire rembourser à même

les fonds de la Ligue toute dépense encourue dans le cadre de leur fonction sur présentation des pièces justificatives au trésorier.

## 20.9 Fonctions des membres du comité exécutif

20.9.1 Président du comité exécutif

Le président du Comité exécutif préside toute Réunion de l'Assemblée des membres. En l'absence du président et du 1er vice-président et du 2ième vice-président du Comité exécutif, les représentants présents à la Réunion nommeront un président parmi eux. En cas d'absence ou d'incapacité d'agir du Commissaire, le président du Comité exécutif le remplace et exerce tous les pouvoirs et toutes les fonctions généralement assignés au Commissaire.

20.9.2 Vice-présidents du comité exécutif

À moins de dispositions contraires dans la Constitution ou dans le Règlement de la Ligue, en cas d'absence ou d'incapacité d'agir du président du Comité exécutif, le 1er vice-président du Comité exécutif le remplace et exerce tous les pouvoirs et toutes les fonctions généralement assignés au président. En cas d'absence ou d'incapacité d'agir du président du Comité exécutif et du 1er vice-président du Comité exécutif, le 2ième vice-président les remplace et exerce tous les pouvoirs et toutes les fonctions généralement assignés au président du Comité exécutif.

20.9.3 Secrétaire

Le secrétaire a la garde du sceau, s'il en est, et des livres des procès-verbaux de la Ligue. Il prend note des délibérations des Réunions de l'Assemblée des membres et il dresse les procès-verbaux. Il fait rapport de la correspondance à l'Assemblée des membres. Il peut donner copie officielle de tout règlement approuvé par la Ligue.

20.9.4 Trésorier

Le trésorier a la charge de la comptabilité, il perçoit toutes les recettes et paie tous les comptes sur approbation de l'Assemblée des membres. Il doit préparer le budget de la Ligue pour ou avant le 31 août de chaque année. Il doit faire un rapport détaillé de ses opérations à la Réunion annuelle de l'Assemblée des membres, à la demande de cette dernière. Il doit déposer les fonds de la Ligue dans une institution financière choisie ou désignée par l'Assemblée des membres.

## 20.10 Délégation de pouvoirs spéciaux par l'assemblée des membres

20.10.1 L'Assemblée des membres peut déléguer collectivement aux membres du Comité exécutif tous les pouvoirs spécifiques qu'elle juge à propos, à l'exception des pouvoirs octroyés au Commissaire en vertu de la Constitution ou des pouvoirs qui, en vertu de la Loi, doivent être exercés par l'Assemblée des membres ainsi que ceux que l'Assemblée des membres pourra de temps à autre se réserver expressément;

20.10.2 Dans l'exercice de tout pouvoir spécial délégué par l'Assemblée des membres, le Comité exécutif doit faire rapport de ses activités à chaque

Réunion de l'Assemblée des membres et celle-ci pourra alors, s'il y a lieu, renverser ou modifier les décisions prises par le Comité exécutif.

## ARTICLE 21
## DEVOIR DE CONFIDENTIALITÉ

### 21.1 Devoir de confidentialité des clubs membres de la ligue

21.1.1 Chacun des Clubs membres (de même que chacun des Propriétaires, et Affiliés des Clubs membres), aussi longtemps que le Club membre est Partie à la Constitution et en tout temps par la suite, s'engage à maintenir et à prendre toute mesure nécessaire ou utile pour faire en sorte de maintenir la confidentialité de tous les renseignements et de toutes les informations concernant la Ligue et les autres Clubs membres qui puissent raisonnablement être de nature confidentielle, y compris tout renseignement, information et tout délibéré ou discussion ayant trait aux finances, au plan de développement ou à tout autre sujet de même nature concernant la Ligue ou ses Clubs membres;

21.1.2 Cette obligation de confidentialité ne vise pas l'information confidentielle qui (i) est connue du public ou le devient sans violation par un Club membre ou par un de ses Affiliés d'un engagement de confidentialité envers la Ligue ou envers les autres Clubs membres; (ii) était en la possession légitime d'un Club membre ou d'un de ses Affiliés avant sa divulgation par la Ligue ou par un autre Club membre; (iii) est reçue d'un tiers qui, en la divulguant, n'a pas violé un engagement de confidentialité envers la Ligue ou un autre Club membre; ou (iv) est développée par un Club membre ou pour ce Club membre indépendamment et sans référence aux informations fournies par la Ligue ou un autre Club membre.

### 21.2 Devoir de confidentialité des représentants des clubs membres

21.2.1 Chacun des représentants et des représentants suppléants de chacun des Clubs membres sont tenus envers la Ligue et les autres Clubs membres de maintenir le caractère confidentiel de tous les renseignements et de toutes les informations concernant la Ligue et les autres Clubs membres qui puissent raisonnablement être de nature confidentielle, y compris tout renseignement, information et tout délibéré ou discussion ayant trait aux finances, au plan de développement ou à tout autre sujet de même nature concernant la Ligue ou ses Clubs membres, et de ne pas divulguer ou communiquer, directement ou indirectement, ces renseignements ou informations à toute personne qui n'est pas une Partie. Chacun des représentants et des représentants suppléants de chacun des Clubs membres sont tenus envers la Ligue et les autres Clubs membres de ne pas utiliser les informations concernant la Ligue et les autres Clubs membres qui puissent raisonnablement être de nature confidentielle autrement que dans la mesure nécessaire à l'exercice de leurs fonctions au sein de la Ligue ou conformément aux termes des présentes et à aucune autre fin;

21.2.2 Chacun des Clubs membres s'engage à faire respecter l'obligation décrite au sous-paragraphe 21.2.1 par chacun de ses représentant et représentant suppléant.

### 21.3 Propriété des informations concernant la ligue

Tout renseignement et toute information concernant la Ligue qui puissent raisonnablement être de nature confidentielle sont la propriété exclusive de la Ligue.

## ARTICLE 22
## IMMUNITÉS ET INDEMNISATION

### 22.1 Immunité

Les représentants, représentants suppléants, le Commissaire et les autres dirigeants de la Ligue qui agissent ou ont agi en cette qualité ne peuvent être tenus responsables de quelconque préjudice encouru par la Ligue ou un des Clubs membres, causé par leur action ou omission respective, pourvu que cette action ou omission soit commise de bonne foi;

### 22.2 Indemnisation par la ligue

22.2.1 Sous réserve des restrictions prescrites par la Loi et de celles prévues dans le présent Article 22, la Ligue doit indemniser les représentants, le Commissaire et les autres dirigeants de la Ligue qui agissent ou ont agi en cette qualité, à sa demande, de tous leurs frais et dépenses, y compris les sommes versées pour transiger sur un procès ou exécuter un jugement, entraînés par la tenue d'une enquête ou par des poursuites civiles, pénales, administratives ou autres dans lesquelles ils étaient impliqués à ce titre;

22.2.2 La Ligue peut avancer des fonds pour permettre à toute personne visée au sous-paragraphe 22.2.1 d'assumer les frais de sa participation à une procédure visée à ce sous-paragraphe et les dépenses connexes, à charge de remboursement si cette personne ne satisfait pas aux conditions énoncées au sous-paragraphe 22.2.3,

22.2.3 La Ligue ne peut indemniser une personne en vertu du sous-paragraphe 22.2.2 que si celle-ci :

a) d'une part, a agi avec intégrité et en étant de bonne foi, au mieux des intérêts de la Ligue, ou agissait en cette qualité à la demande de la Ligue;

b) d'autre part, dans le cas de poursuites pénales ou administratives aboutissant au paiement d'une amende, avait de bonnes raisons de croire que sa conduite était conforme à la loi.

22.2.4 Malgré le sous-paragraphe 22.2.1, les personnes visées à cet article ont le droit d'être indemnisées par la Ligue de leurs frais et dépenses entraînés par la tenue d'une enquête ou par des poursuites civiles, pénales, administratives

ou autres dans lesquelles elles étaient impliquées en raison de leurs fonctions, dans la mesure où :

a) d'une part, le tribunal ou toute autre autorité compétente n'a pas conclu à la commission de manquements ou à l'omission de devoirs de leur part;

b) d'autre part, elles remplissent les conditions énoncées au sous-paragraphe 22.2.3.

## ARTICLE 23
## ENGAGEMENTS FINANCIERS DES CLUBS MEMBRES

**23.1** Chacun des Clubs membres s'engage à faire en sorte que le Club membre dispose en tout temps des sommes nécessaires pour : (i) payer toutes les dépenses d'exploitation du Club, actuelles ou futures, qu'elles résultent du cours normal des activités du Club ou qu'elles soient nécessaires de temps à autre; et (ii) s'acquitter des cotisations ou contributions requises par la Ligue comme condition de l'adhésion du Club membre ou du maintien de son statut de membre en règle, y compris la quote-part du Club membre aux fins du Fonds de réserve;

**23.2** Chacun des Clubs membres convient et s'engage par les présentes à payer à la Ligue, dans les délais prescrits par la Ligue, tout montant correspondant à une cotisation ou contribution requise par la Ligue, y compris tout montant nécessaire à l'établissement et au maintien de la quote-part du Club membre;

**23.3** Le montant de la quote-part payable par chacun des Clubs membres aux fins du Fonds de réserve est déterminé par voie de Résolution ordinaire lors d'une Réunion de l'Assemblée des membres convoquée à cette fin. Le montant de la quote-part est identique pour chacun des Clubs membres.

## ARTICLE 24
## RÉSOLUTION DE DIFFÉRENDS

### 24.1 Choix de l'arbitrage

En cas de différend lié à la Constitution ou aux affaires énumérées au paragraphe 18.3.8, les Parties conviennent d'exclure la juridiction des tribunaux et s'engagent à procéder exclusivement par voie d'arbitrage, conformément à la procédure décrite au présent Article 24, devant le Commissaire, à Montréal. La décision du Commissaire sera finale et sans appel, à l'exception des cas expressément prévus au paragraphe 24.2.

### 24.2 Cas d'appel devant un arbitre indépendant

24.2.1 Une Décision officielle de la Ligue ne peut être portée en appel devant un arbitre indépendant que lorsque cette décision correspond à l'un ou l'autre des cas suivants :

a) une amende de plus de cinquante mille dollars (50 000 $);

b) une suspension de quinze (15) Matchs ou plus, ou de quarante-cinq (45) jours ou plus;

c) l'octroi ou le transfert de joueurs ou de choix;

d) la révocation ou suspension du statut de membre.

24.2.2 L'appel ne suspend pas l'exécution de la décision visée.

### 24.3 Arbitre indépendant

24.3.1 L'Assemblée des membres doit maintenir une liste de trois (3) individus qui pourront agir à titre d'arbitre indépendant advenant le cas où une Décision officielle de la Ligue soit portée en appel;

24.3.2 Dans tous les cas, un seul arbitre siégera à la fois pour tout appel d'une Décision officielle de la Ligue;

24.3.3 Afin de déterminer devant quel arbitre l'appel sera entendu, il y aura une rotation des arbitres;

24.3.4 Si l'arbitre devant entendre un différend ne peut ou refuse de siéger, l'arbitre suivant selon la rotation établie siégera.

### 24.4 Conflit d'intérêt de l'arbitre

24.4.1 Aucun arbitre ne peut siéger lorsque cet arbitre a un intérêt direct ou indirect dans la situation ou la décision visée;

24.4.2 L'arbitre placé dans une telle situation de conflit d'intérêt doit s'abstenir de siéger aux fins de l'appel de la Décision officielle de la Ligue;

24.4.3 Le Commissaire ou tout Club membre qui croit que l'arbitre est en conflit d'intérêt peut, en tout temps avant la prise en délibéré par l'arbitre, demander à ce que l'audience soit remise ou suspendue, selon le cas, afin de permettre à l'Assemblée des membres de voter sur la question de la renonciation de l'arbitre potentiellement en conflit;

24.4.4 Dans un tel cas, le Commissaire doit convoquer une Réunion de l'Assemblée des membres afin de voter sur la question. L'avis de convocation devra indiquer la raison de la tenue de la Réunion convoquée;

24.4.5 La récusation et le remplacement de l'arbitre dont le conflit d'intérêt est allégué par l'arbitre suivant selon la rotation établie pourra être prononcée par voie de Résolution extraordinaire lors d'une Réunion de l'Assemblée des membres convoquée à cette fin;

24.4.6 La demande de récusation suspend les délais prévus pour les autres procédures d'arbitrage jusqu'à la notification de la décision de l'Assemblée des membres.

### 24.5 Procédure d'appel

24.5.1 Tout Club membre peut déposer une demande de porter en appel une Décision officielle de la Ligue dans les cas prévus au paragraphe 24.2. Cette demande doit être faite par écrit et être envoyée au Commissaire dans les cinq (5) jours ouvrables suivant celui de la connaissance de la Décision officielle de la Ligue contestée. Le Commissaire doit en faire parvenir copie à chacun des autres Clubs membres;

24.5.2 La demande doit être accompagnée d'un chèque certifié ou d'une traite bancaire de dix mille dollars (10 000,00 $), fait au nom de «La Ligue de hockey junior majeur du Québec inc. », lequel montant est non remboursable même si l'appel est rejeté. Toutefois, si l'appel est accueilli, le Club membre ayant porté en appel la Décision officielle de la Ligue pourra réclamer le remboursement de la somme de dix mille dollars (10 000,00 $) qu'il aura versée;

24.5.3 Le Commissaire détermine une date, une heure et un lieu raisonnable compte tenu des circonstances pour tenir une audience. À moins d'entente contraire entre les parties, l'audience doit débuter à l'intérieur d'un délai de trente (30) jours suivant la date de la demande d'appel. L'appelant doit être avisé promptement de la date, de l'heure et du lieu de l'audience;

24.5.4 Les parties doivent remettre leur mémoire à l'arbitre au moins dix (10) jours avant la date de l'audience. L'arbitre peut abréger ce délai à sa discrétion.

24.5.5 L'arbitre détermine la procédure qui régit l'arbitrage. Il dispose de tous les moyens nécessaires à l'exercice de sa compétence, y compris ceux de nommer un expert et de convoquer les parties à une conférence préparatoire;

24.5.6 Lors de l'audience, l'appelant a droit à une défense pleine et entière et de se faire entendre personnellement ou par l'entremise d'un avocat. La Ligue, le Commissaire ou tout Club membre aura le droit de présenter toute preuve pertinente;

24.5.7 L'arbitre poursuit l'arbitrage si une partie fait défaut d'exposer ses prétentions, de se présenter à une audience ou de soumettre des preuves au soutien de ses prétentions. Il met fin l'arbitrage si la partie qui a soumis le différend à l'arbitrage fait défaut d'exposer ses prétentions, à moins que l'autre partie ne s'y oppose.

### 24.6 Décision arbitrale

24.6.1 L'arbitre doit rendre sa décision par écrit et la transmettre aux parties à l'intérieur d'un délai de quinze (15) jours suivant la fin de l'audience sauf si les parties, de concert avec l'arbitre, en conviennent autrement;

24.6.2 La décision de l'arbitre prise en vertu de la présente procédure est finale et exécutoire pour tous les Clubs membres, la soumission du différend à la procédure d'appel comportant une renonciation à tout recours administratif et judiciaire;

24.6.3 Une partie à l'arbitrage peut, dans les quinze (15) jours suivant la réception d'une décision arbitrale, demander à l'arbitre qu'il:

a) rectifie une erreur d'écriture ou de calcul ou quelque autre erreur cléricale contenue dans la décision;

b) rende une décision additionnelle sur une partie de la demande omise par la décision;

c) interprète, si les parties en ont convenu, une partie précise de la décision.

### 24.7 Frais de l'arbitrage

24.7.1 Les parties à tout différend seront conjointement responsables de tous les frais engagés où exigibles en lien avec le différend, y compris (i) tous frais de biens ou de services raisonnablement requis aux fins de la résolution du différend; et (ii) tous honoraires, commissions, frais, taxes et débours de conseillers juridiques, de l'arbitre et de toute autre personne dont les services ou la participation sont raisonnablement requis aux fins de la procédure prévue à l'Article 24, sauf si le Commissaire en décide autrement.

24.7.2 Les frais d'arbitrage liés à tout appel devant un arbitre indépendant sont répartis en parts égales entre la Ligue et le Club membre appelant. Cependant, l'arbitre peut, lorsque les circonstances le justifient, modifier la répartition des frais d'arbitrage;

24.7.3 À moins que l'arbitre n'en décide autrement, compte tenu des circonstances, chaque partie assume ses frais de représentation juridique et d'expertise;

24.7.4 Les frais de l'arbitrage comprennent uniquement:

a) les honoraires de l'arbitre;

b) les frais de déplacement et de séjour de l'arbitre;

c) les frais de toute expertise ou toute autre aide convenue entre les parties ou demandée par l'arbitre;

d) les frais de déplacement et autres indemnités des témoins, dans la mesure où ces dépenses ont été approuvées par l'arbitre;

e) les frais de location de salle et autres frais concomitants.

### 24.8 Urgence

24.8.1 Lorsqu'une décision arbitrale doit être rendue rapidement afin de préserver les droits de l'appelant, l'appel peut être entendu d'urgence;

24.8.2 Le délai prévu au sous-paragraphe 24.5.3 est alors abrégé à quinze (15) jours et celui prévu au sous-paragraphe 24.5.4 est abrégé à deux (2) jours.

### 24.9 Appel devant les tribunaux

Aucune Décision officielle de la Ligue ne peut être contestée devant les tribunaux, à moins qu'il ne s'agisse de soulever une question de droit. Toute personne physique ou Entité qui ne respecte pas cette règle est automatiquement redevable envers la Ligue d'un montant forfaitaire de cent mille dollars (100 000,00 $) à titre de pénalité. Cette somme est payable dans les quarante-cinq (45) jours suivant la contravention, à moins que l'Assemblée des membres n'en décide autrement.

### 24.10 Juridiction subsidiaire des tribunaux

Tout différend en lien avec la Constitution relativement à une question spécifique qui est uniquement une question de droit et soulevée comme appel d'une Décision officielle de la Ligue, après avoir épuisé l'ensemble de la procédure prévue à l'Article 24, sera soumis à la juridiction des tribunaux du Québec dans le district judiciaire de Montréal, à l'exclusion de toute autre juridiction.

## ARTICLE 25
## LIQUIDATION ET DISSOLUTION

La Ligue ne peut être liquidée ni dissoute qu'avec l'autorisation préalable des Clubs membres constatée par voie de Résolution unanime adoptée lors d'une Réunion de l'Assemblée des membres convoquée à cette fin.

[*Les signatures sont sur les pages suivantes.*]

**EN FOI DE QUOI**, les Clubs membres ont signé cette convention unanime entre les membres de Ligue de hockey junior majeur du Québec inc. aux date et lieu mentionnés à la première page des présentes.

**7759983 CANADA INC. (LE PHOENIX DE SHERBROOKE)**

Par: _____
Nom:
Titre :

**8515182 CANADA INC. O/A CHARLOTTETOWN ISLANDERS HOCKEY CLUB**

Par: _____
Nom:
Titre :

**CAPE BRETON MAJOR JUNIOR HOCKEY CLUB LIMITED**

Par: _____
Nom:
Titre :

**CLUB DE HOCKEY DRUMMOND INC.**

Par: _____
Nom:
Titre :

**CLUB DE HOCKEY LES REMPARTS DE QUÉBEC (2014) INC.**

Par: _____
Nom:
Titre :

**CLUB DE HOCKEY SHAWINIGAN INC.**

Par: _____
Nom:
Titre :

**HALIFAX MOOSEHEADS HOCKEY CLUB INC.**

Par: _____
Nom:
Titre :

**HOCKEY JUNIOR BAIE-COMEAU**

Par: _____
Nom:
Titre :

**LE CLUB DE HOCKEY JUNIOR ARMADA INC.**

Par: _____
Nom:
Titre :

**LE CLUB DE HOCKEY L'OCÉANIC DE RIMOUSKI INC.**

Par: _____
Nom:
Titre :

**LE TITAN ACADIE BATHURST (2013) INC.**

Par: _____
Nom:
Titre :

**LES FOREURS DE VAL-D'OR (2012) INC.**

Par: _____
Nom:
Titre :

**LES HUSKIES DE ROUYN-NORANDA INC.**

Par: _____
Nom:
Titre :

**LES OLYMPIQUES DE GATINEAU INC.**

Par: _____
Nom:
Titre :

**LES SAGUENÉENS JUNIOR MAJEUR DE CHICOUTIMI**

Par: _____
Nom:
Titre :

**LES TIGRES DE VICTORIAVILLE (1991) INC.**

Par: _____
Nom:
Titre :

**MONCTON WILDCATS HOCKEY CLUB LIMITED**

Par: _____
Nom:
Titre :

**SAINT JOHN MAJOR JUNIOR HOCKEY CLUB LIMITED**

Par: _____
Nom:
Titre :

La Ligue déclare avoir pris connaissance de la Convention, s'engage à en respecter les modalités et conditions et accepte toute stipulation faite en sa faveur.

**LIGUE DE HOCKEY JUNIOR MAJEUR DU QUÉBEC INC.**

Par: _____
Nom : Richard Letourneau
Titre : Président

# R-1 INTERPRÉTATION DE LA RÉGLEMENTATION

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ADOPTION, MISE EN APPLICATION ET AMENDEMENTS

Le présent règlement a été adopté par l'Assemblée des membres de la Ligue de hockey junior majeur du Québec (la « Ligue ») le 16 décembre 2021, et il a été mis en application le 16 décembre 2021, remplaçant à toutes fins utiles tout texte réglementaire alors en vigueur et traitant des mêmes objets.

OBJECTIF DU RÈGLEMENT

Le présent règlement a pour objectif d'uniformiser le vocabulaire et le style dans le processus de rédaction des documents réglementaires de la Ligue, d'en faciliter la consultation, la lecture, la compréhension et l'interprétation.

## 1. PORTÉE DU RÈGLEMENT

Le présent règlement s'applique pour la rédaction et l'interprétation de tous les textes réglementaires de la Ligue, soit la constitution, les différents règlements, les différentes politiques et les différentes directives émises par le Commissaire ou son mandataire.

## 2. GLOSSAIRE

Les mots et expressions apparaissant au glossaire produit en Annexe A ont le sens qui y est décrit, à moins que le contexte ne s'y oppose.

## 3. SIGLES ET ABRÉVIATIONS

Les différents sigles et les différentes abréviations que l'on retrouve dans le tableau produit en Annexe B peuvent être utilisés dans les textes réglementaires et ils ont la signification qui y est décrite.

## 4. LA LANGUE

La version française de tout texte réglementaire est la version officielle de ce texte, et la version anglaise est une version non officielle. Cependant, seule la version française de la Constitution à une valeur juridique aux fins d'interprétation. Lorsqu'un texte réglementaire est produit par la LCH, c'est la version anglaise qui est la version officielle de ce texte réglementaire, et la version française est la version non officielle.

C'est la responsabilité du Commissaire de veiller à ce que les versions des textes réglementaires correspondent le plus exactement possible aux textes officiels et de faire corriger rapidement toutes discordances qui y sont relevées.

## 5. PRÉAMBULES, ANNEXES, TITRES ET SOUS-TITRES

Les préambules, les déclarations liminaires et les annexes, le cas échéant, font partie intégrante du texte réglementaire, et peuvent être utilisés pour les fins de l'interprétation du texte.

Les titres et sous-titres ne font pas partie intégrante du texte réglementaire, et ne peuvent être utilisés pour les fins de l'interprétation du texte.

## 6. DROIT APPLICABLE

Tous les documents de la Ligue seront régis et interprétés ainsi que la conduite des relations entre toutes personnes liées à la Ligue ou à un membre se fera conformément aux lois de la province de Québec et aux lois du Canada qui y sont applicables.

## 7. ÉLECTION DE DOMICILE

Pour les fins de la constitution et de toute autre réglementation de la Ligue, le district de Montréal est élu à titre de domicile judiciaire.

## 8. CALCUL DES DÉLAIS

À moins qu'il soit spécifié autrement, les délais fixés dans un texte réglementaire sont des jours civils consécutifs, y compris les jours de fin de semaine ou les jours fériés. Lorsque la fin du délai tombe durant une fin de semaine ou durant un jour de congé, le prochain jour férié représentera la fin du délai.

## 9. HEURE

Toute heure mentionnée dans un texte réglementaire est l'heure officielle du Québec (heure de l'EST), à moins de spécification à l'effet contraire.

## 10. JOURS FÉRIÉS ET FINS DE SEMAINE

Lorsqu'un acte doit être posé à une date limite décrétée par la constitution, un règlement ou une politique, et que cette date survient lors d'un jour férié, l'acte peut légalement être posé le jour ouvrable qui suit immédiatement le jour férié. Les samedis et dimanches sont des jours fériés de même que les autres jours généralement reconnus à ce titre.

ANNEXE A : GLOSSAIRE

Les mots et expressions apparaissant au glossaire ont le sens qui y est décrit dans les Règlements, à moins que le contexte ne s'y oppose. Tous les termes en majuscules utilisés et non définis aux présentes ont le sens qui leur est attribué dans la Constitution.

RÉGLEMENTATION

Assemblée des membres :

Désigne l'ensemble des Clubs membres représentés par leurs représentants ou représentants suppléants respectifs, responsable de gérer les activités et les affaires internes de la Ligue ou d'en surveiller la gestion.

Club ou équipe :

Autre nom pour désigner un Club membre de la Ligue.

Club membre :

Désigne chacune des entités qui détiennent une adhésion comme membre de la Ligue et dont le nom apparaît au registre des membres de la Ligue.

Constitution :

Désigne la présente convention unanime conclue par tous les Clubs membres datée du 20 août 2020 ainsi que toute convention écrite subséquente, conclue de temps à autre par l'ensemble des Clubs membres qui restreint en tout ou en partie les pouvoirs des administrateurs de gérer les activités et les affaires internes de la Ligue ou d'en surveiller la gestion et qui a pour objet de modifier ou de complémenter les présentes.

Décision officielle de la Ligue :

Désigne toute décision, que ce soit une mesure disciplinaire ou autre, prise, selon le contexte, par l'Assemblée des membres, le Commissaire, le Bureau du commissaire ou toute autre personne ou organe en autorité en vertu de la Constitution, du Règlement ou d'une délégation de pouvoir conforme aux présentes, selon le cas.

Directive :

Règles particulières établies par le Commissaire en vue d'assurer la pleine réalisation de la constitution, d'un règlement ou d'une politique, ou encore en vue de protéger l'intégrité du hockey junior majeur ou de préserver la confiance du public dans la Ligue. Une directive doit respecter la constitution, les différents règlements et les différentes politiques de la Ligue.

Politique :

Ensemble de principes généraux et/ou de règles particulières établies par l'Assemblée des membres en vue de déterminer le comportement de la Ligue et de ses membres en regard d'une question particulière. Une politique doit respecter la constitution et les différents règlements de la Ligue.

Règlement :

Désigne le règlement administratif général dûment adopté par voie de Résolution des Clubs membres le 20 août 2020 et tous les autres règlements administratifs de la Ligue, tels que modifiés et mis à jour de temps à autre.

Représentant du membre :

Personne désignée par un Club membre pour siéger à l'Assemblée des membres, instance suprême de la Ligue.

Représentant suppléant :

Personne désignée par un Club membre pour remplacer le Représentant du membre absent à l'Assemblée des membres.

JOUEURS

**Âge d'un joueur** :

Pendant toute une année d'activité, un joueur est réputé avoir l'âge, en années complètes, qu'il aura, qu'il a ou qu'il avait au 31 décembre de cette année d'activité.

Joueur de 16 ans :

Pendant toute l'année d'activité, un joueur est réputé avoir 16 ans s'il a 16 ans au premier juin ou si son seizième anniversaire de naissance survient entre le 2 juin et le 31 décembre inclusivement.

Joueur de 17 ans :

Pendant toute l'année d'activité, un joueur est réputé avoir 17 ans s'il a 17 ans au premier juin ou si son dix-septième anniversaire de naissance survient entre le 2 juin et le 31 décembre inclusivement.

Joueur de 18 ans :

Pendant toute l'année d'activité, un joueur est réputé avoir 18 ans s'il a 18 ans au premier juin ou si son dix-huitième anniversaire de naissance survient entre le 2 juin et le 31 décembre inclusivement.

Joueur de 19 ans :

Pendant toute l'année d'activité, un joueur est réputé avoir 19 ans s'il a 19 ans au premier juin ou si son dix-neuvième anniversaire de naissance survient entre le 2 juin et le 31 décembre inclusivement.

Joueur de 20 ans :

Pendant toute l'année d'activité, un joueur est réputé avoir 20 ans s'il a 20 ans au premier juin ou si son vingtième anniversaire de naissance survient entre le 2 juin et le 31 décembre inclusivement.

**Certificat d'enregistrement** :

Certificat de joueur émis par HC.

Joueur étranger :

Joueur dont les parents ne résident pas au Canada ou aux États-Unis ou joueur enregistré dans une équipe en dehors du Canada ou des États-Unis et qui accède à la Ligue par le biais de la séance de repêchage des joueurs étrangers, conformément aux dispositions du règlement de la LCH sur les joueurs étrangers.

Résidence du joueur :

La résidence d'un joueur est déterminée par la résidence (au Canada : province; aux États-Unis : état; ailleurs : pays) de ses parents ou de l'un de ses parents, ou de son tuteur légal, conformément à la réglementation de la LCH en cette matière.

ACTIVITÉ

**Année d'**activité :

Période de 12 mois débutant le 1er juin de chaque année civile et se terminant le 31 mai de l'année civile suivante. L'année d'activité coïncide avec l'exercice financier.

Bureau du Commissaire :

Bureau de services de la Ligue, situé dans un endroit, dans des locaux et à une adresse civique déterminés par le Commissaire, constituant le siège social de la Ligue.

Exercice financier :

Période de 12 mois débutant le 1er juin de chaque année civile et se terminant le 31 mai de l'année civile suivante. L'exercice financier coïncide avec l'année d'activité.

**Formulaire d'agent libre** :

Formulaire qu'un agent libre doit signer pour pouvoir être inscrit sur la liste d'admissibilité d'un club entre le début du calendrier régulier de la Ligue et le 10 février de l'année en cours.

Formulaire de camp :

Formulaire qu'un agent libre doit signer pour pouvoir participer au camp d'entraînement d'un club et être inscrit sur la liste d'admissibilité du club.

**Liste d'admi**ssibilité :

Liste des joueurs sur lesquels un Club membre possède les droits exclusifs en vue d'une utilisation dans les matchs sanctionnés par la Ligue.

Liste du CSR :

Liste des joueurs admissibles à être repêchés par un club de la Ligue lors de la séance de sélection annuelle.

MATCHS ET CALENDRIERS

Calendrier éliminatoire :

Calendrier des matchs en séries éliminatoires, y compris les matchs du tournoi de la Coupe Memorial.

Calendrier préparatoire :

Calendrier des matchs devant être joués durant le camp de sélection et d'entraînement et ne comportant pas d'enjeu quant au classement des équipes.

Calendrier régulier :

Calendrier des matchs devant être joués entre la fin du camp d'entraînement et le début des séries éliminatoires.

Match :

Compétition inscrite au calendrier préparatoire, au calendrier régulier ou au calendrier éliminatoire d'une année d'activité.

Match éliminatoire :

Match inscrit au calendrier éliminatoire.

Match préparatoire :

Match inscrit au calendrier préparatoire.

Match régulier :

Match inscrit au calendrier régulier.

ANNEXE B : TABLEAU DES SIGLES, ACRONYMES ET ABRÉVIATIONS

Les différents sigles et acronymes et les différentes abréviations que l'on retrouve dans le tableau des sigles et abréviations peuvent être utilisés dans les textes réglementaires et ils ont la signification qui y est décrite.

| Sigle/abréviation | Signification |
|---|---|
| AM | Assemblée des membres |
| CCES | Centre canadien pour l'éthique dans le sport |
| CSR | Centre de soutien au recrutement |
| FIHG | Fédération internationale de hockey sur glace |
| HC | Hockey Canada |
| HQ | Hockey Québec |
| HNB | Hockey Nouveau-Brunswick |
| HPEI | Hockey PEI |
| HNS | Hockey Nova Scotia |
| HNL | Hockey Newfoundland & Labrador |
| LCH | Ligue canadienne de hockey |
| LHJMQ | Ligue de hockey junior majeur du Québec |
| Ligue | Ligue de hockey junior majeur du Québec |
| LNH | Ligue nationale de hockey |
| OHL | Ontario Hockey League |
| USAH | USA Hockey |
| WHL | Western Hockey League |

# R-4 PROCESSUS DISCIPLINAIRES DE LA LIGUE DE HOCKEY JUNIOR MAJEUR DU QUÉBEC

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ADOPTION, MISE EN APPLICATION ET AMENDEMENTS

Le présent règlement a été adopté par l'Assemblée des membres de la Ligue de hockey junior majeur du Québec (la « Ligue ») le 16 décembre 2021, et il a été mis en application le 16 décembre 2021, remplaçant à toutes fins utiles tout texte réglementaire alors en vigueur et traitant des mêmes objets.

OBJECTIFS DU RÈGLEMENT

Le présent règlement a pour objectifs de clarifier et préciser la portée des pouvoirs disciplinaires attribués par la Constitution à l'Assemblée des membres et au Commissaire, et de déterminer les conditions de l'exercice d'un pouvoir disciplinaire du Commissaire ou d'un droit d'appel d'une décision officielle de la Ligue par un Club membre.

APPLICATION

Le présent règlement s'applique à la Constitution, à toutes politiques et directives adoptées par la Ligue et en vigueur de temps à autre ainsi qu'à toutes affaires de la Ligue auxquelles ce règlement pourrait raisonnablement s'appliquer.

1. POUVOIRS DISCIPLINAIRES DU COMMISSAIRE

Les pouvoirs disciplinaires du Commissaire doivent être exercés dans le plus grand intérêt de la Ligue, en respectant les grands principes de justice naturelle et avec un grand souci de traiter tous les Club membres et leurs personnels en toute équité.

Lorsqu'un texte réglementaire a été transgressé et que le Commissaire doit sanctionner le contrevenant, le Commissaire doit appliquer une sanction conforme à ses pouvoirs stipulés au paragraphe 18.3.7 de la Constitution, à moins que le texte réglementaire transgressé ne comporte des sanctions spécifiques.

Le Commissaire peut, conformément au paragraphe 18.3.3 de la Constitution, déléguer un pouvoir disciplinaire à toute personne de son choix, de façon générale ou de façon spécifique dans un cas précis. Le Commissaire doit alors faire connaître sa décision aux Club membres.

2. ENGAGEMENTS SOLENNELS

2.1. Processus conduisant à un engagement solennel

Sur des questions parfois controversées, comme par exemples le code d'éthique, les procédures reliées au recrutement des joueurs, les ententes particulières avec certains joueurs, l'Assemblée des membres peut exiger de certains dirigeants des Club membres de la Ligue de signer un engagement solennel à respecter les dispositions contenues dans le texte d'engagement. Le texte d'engagement doit au préalable avoir été adopté par l'Assemblée des membres.

2.2. Obligations du membre et de ses officiers

L'obligation faisant l'objet d'un engagement solennel ne diminue en rien toutes autres obligations stipulées notamment par la Constitution, un règlement, une politique, une directive ou une décision du Commissaire.

2.3. **Obligation de signer l'engagement solennel**

Le défaut de signer l'engagement solennel rend inhabile à continuer à occuper ses fonctions pour l'organisation du Membre.

3. DIRECTEUR DU DÉPARTEMENT DE SÉCURITÉ DES JOUEURS

3.1. Mandat du directeur du département de sécurité des joueurs

Le Commissaire désigne un directeur du département de sécurité des joueurs qui agit sous son autorité et qui doit centrer son action sur des objectifs de protection du joueur et de crédibilité de la Ligue.

Le directeur du département de sécurité des joueurs a tous les pouvoirs disciplinaires qui lui sont délégués par le Commissaire, par rapport à tout événement ou tout geste survenant pendant un match régi par les règles de jeu de la Ligue. Pour les besoins du présent article, la durée du match débute par l'arrivée à l'aréna de l'équipe visiteuse et se termine par son départ de l'aréna après le match.

Le mandat du directeur du département de sécurité des joueurs est de sanctionner les actes répréhensibles commis soit par un joueur, soit par un membre du personnel d'un Club membre. Les actes répréhensibles visés peuvent être notamment des gestes à caractère dangereux, des actes violents, de l'intimidation excessive, des abus flagrants de langage ou tout acte de nature à miner l'image de la Ligue. C'est le Commissaire qui est responsable d'émettre des sanctions et/ou d'imposer des amendes pour toute déclaration et/ou pour tout geste préjudiciable à la Ligue fait par un propriétaire, un gouverneur, un représentant du membre, un entraîneur ou un directeur-gérant d'un Club membre ou tout autre membre du personnel associé au Club membre, même si cette déclaration et/ou ce geste a été fait pendant le match.

Avant de prendre une décision, le directeur du département de sécurité des joueurs doit, de façon générale, consulter le comité consultatif constitué par le Commissaire à cette fin. Il peut aussi, s'il le juge utile ou nécessaire, consulter toute autre personne.

3.2. **Pouvoir d'intervention du directeur du départe**ment de sécurité des joueurs

3.2.1. La preuve

Les gestes reprochés doivent être prouvés de façon suffisante par les moyens à la disposition du directeur du département de sécurité des joueurs. Ces moyens sont notamment, non limitativement et non exclusivement, les suivants :

- Rapport et témoignage des officiels de la partie;
- Visionnement de la séquence de jeu officielle;
- Visionnement de toute autre séquence vidéo pertinente;
- Rapport et témoignage du superviseur de la partie ou d'un représentant de la Ligue présent à la partie;
- Témoignage du ou des joueurs impliqués;
- Témoignage du directeur-gérant ou de l'entraîneur des Club membres concerné;
- Témoignage de toute autre personne requis par l'une ou l'autre des parties impliquées.

Le directeur du département de sécurité des joueurs peut faire l'enregistrement d'un témoignage lors de l'audition ou lors d'une conversation téléphonique ou une visioconférence avec le témoin. Le directeur du département de sécurité des joueurs doit aviser au préalable le témoin que son témoignage fera l'objet d'un enregistrement.

3.2.2. Droit de se faire entendre

Avant de prendre sa décision disciplinaire, le directeur du département de sécurité des joueurs doit donner à la personne visée par une éventuelle mesure disciplinaire, ainsi qu'à un représentant de son Club membre, l'occasion de se faire entendre et de se justifier.

3.2.3. Interprétation du geste

Le directeur du département de sécurité des joueurs doit apprécier la situation du geste par rapport au déroulement de la partie (par exemple, le geste était-il accidentel, provoqué, prémédité, en situation de jeu, gratuitement violent, etc.). Il doit également tenir compte des antécédents disciplinaires de la personne visée par une éventuelle mesure disciplinaire.

3.2.4. Jurisprudence

Le directeur du département de sécurité des joueurs doit, lorsqu'il le juge approprié, utile ou nécessaire, établir des comparaisons avec des décisions prises antérieurement dans des situations similaires.

3.2.5. Libellé de la décision

La décision du directeur du département de sécurité des joueurs doit être motivée, et ainsi comporter une description des faits, un résumé de la preuve et les motifs de la décision.

3.3. Révision des décisions du directeur du département de sécurité des joueurs

Une décision du directeur du département de sécurité des joueurs comportant une suspension inférieure à 6 matchs ou une amende égale ou inférieure à deux mille dollars (2 000 $) est finale et sans appel.

Une décision du directeur du département de sécurité des joueurs comportant une suspension égale ou supérieure à six matchs ou une amende supérieure à deux mille dollars (2 000 $) peut être soumise à la révision d'un arbitre indépendant, conformément aux dispositions des articles suivants.

La requête en révision doit être soumise à l'arbitre indépendant dans les trois jours suivant la publication de la décision du directeur du département de sécurité des joueurs; elle doit préciser exactement les raisons de la contestation de la décision et les correctifs demandés; elle doit être accompagnée d'un chèque certifié ou d'une traite bancaire de dix mille dollars (10 000 $) fait au nom de « La Ligue de hockey junior majeur du Québec inc. », lequel montant est non remboursable. Toutefois, si l'appel est accueilli, le Club membre appelant pourra réclamer le remboursement de la somme de dix mille dollars (10 000 $) qu'il aura versée.

Une requête en révision faite en vertu de la présente disposition ne suspend pas l'exécution de la décision visée.

### 3.4. **Frais de l'arbitrage**

Les frais d'arbitrage sont répartis en parts égales entre la Ligue et le Club membre. Cependant, l'arbitre peut, lorsque les circonstances le justifient, modifier la répartition des frais d'arbitrage.

À moins que l'arbitre n'en décide autrement, compte tenu des circonstances, chaque partie assume ses frais de représentation juridiques et d'expertise.

Les frais de l'arbitrage comprennent uniquement:

- les honoraires de l'arbitre;
- les frais de déplacement et de séjour de l'arbitre;
- les frais de toute expertise ou toute autre aide convenue entre les parties ou demandée par l'arbitre;
- les frais de déplacement et autres indemnités des témoins, dans la mesure où ces dépenses ont été approuvées par l'arbitre;
- les frais de location de salle et autres frais concomitants.

### 3.5. **L'arbitre indépendant**

#### 3.5.1. Nomination

L'arbitre indépendant est choisi dans la liste de personnes recommandées par le Commissaire par l'Assemblée des membres et est nommé par Résolution extraordinaire. Le mandat est annuel, et il est renouvelable selon les mêmes procédures.

L'Assemblée des membres nomme aussi par Résolution extraordinaire, à partir de la liste de personnes recommandées par le Commissaire, un ou deux arbitres indépendants suppléants qui pourront être appelés à intervenir en cas d'absence de l'arbitre indépendant ou d'autre motif l'empêchant d'agir.

#### 3.5.2. Profil de l'arbitre indépendant

Les personnes recommandées ne doivent avoir aucun lien direct avec la Ligue ou l'un ou l'autre de ses Club membres, doivent bien connaître le hockey junior majeur et être familières avec le fonctionnement et les politiques de la Ligue;

Ces personnes doivent avoir des connaissances juridiques suffisantes leur permettant d'appliquer les règles de justice naturelle, et plus particulièrement les règles établies dans les articles précédents;

Elles doivent démontrer suffisamment de disponibilité pour agir avec diligence afin d'éviter, dans la mesure du possible, que le requérant ne perde ses droits par le simple écoulement du temps;

Elles doivent s'être engagées à accepter les modalités de rémunération et de remboursement des dépenses déterminées par la Ligue.

#### 3.5.3. Pouvoir d'intervention de l'arbitre

La décision du directeur du département de sécurité des joueurs comportant une suspension égale ou supérieure à six (matchs) ou une amende supérieure à deux mille dollars (2 000 $) ne peut être révisée par l'arbitre indépendant que si l'une ou l'autre des conditions suivantes s'applique :

- Les règles d'équité procédurale, et plus particulièrement les règles décrites dans le présent règlement, n'ont pas été suivies par le directeur du département de sécurité des joueurs;
- Le directeur du département de sécurité des joueurs n'a pas suivi les dispositions réglementaires concernant la récidive ou les précédents;
- La décision du directeur du département de sécurité des joueurs est déraisonnable, en tenant compte des critères prévus aux règlements, des barèmes existants et des politiques de la Ligue en matière disciplinaire.

L'arbitre indépendant a le pouvoir de maintenir, d'ajouter et/ou de diminuer la sanction prise par le directeur du département de sécurité des joueurs.

#### 3.5.4. L'audition

Aucune preuve ou audition de témoins n'aura lieu devant l'arbitre, sauf dans les cas exceptionnels suivants :

- La preuve n'était pas disponible au moment de l'audition devant le directeur du département de sécurité des joueurs;

- Sur permission de l'arbitre indépendant, eu égard à une situation précise, une personne peut être réentendue si son témoignage peut avoir un effet déterminant quant à la révision de la décision du directeur du département de sécurité des joueurs.

Toute partie intervenante dépose, par écrit et avant la tenue de l'audition, un résumé des faits, les motifs de révision et la conclusion recherchée.

#### 3.5.5. La procédure

L'arbitre indépendant détermine la procédure qui régit l'audition sur la requête en révision.

#### 3.5.6. Délais

L'audition de la demande en révision doit avoir lieu dans les dix jours suivant le dépôt de la demande et la décision de l'arbitre doit être rendue dans les 5 jours suivant ladite audition.

#### 3.5.7. Décision finale et sans appel

La décision de l'arbitre indépendant est finale et sans appel. Le Commissaire a la responsabilité de faire appliquer cette décision.

## 4. APPEL DES DÉCISIONS DISCIPLINAIRES

### 4.1. Décisions finales et sans appel

Les décisions de l'Assemblée des membres et du Commissaire sont finales et sans appel, sous réserve de ce qui suit :

#### 4.1.1. Décisions du directeur du département de sécurité des joueurs

Certaines décisions émises par le directeur du département de sécurité des joueurs peuvent être portées en appel devant un arbitre indépendant, tel que le stipule l'article 3.3 du présent règlement.

#### 4.1.2. Décisions antidopage

Les suspensions décidées par le comité de discipline antidopage prévu à la politique antidopage de la LCH peuvent être portées en appel conformément aux règles et procédures prévues dans la politique antidopage.

#### 4.1.3. Décisions officielles de la Ligue

Certaines décisions disciplinaires de l'Assemblée des membres ou du Commissaire peuvent être portées en appel conformément aux dispositions de l'article 24.2 de la Constitution.

# R-11 DROITS ET OBLIGATIONS DES JOUEURS

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ADOPTION, MISE EN APPLICATION ET AMENDEMENTS

Le présent règlement a été adopté par l'Assemblée des membres de la Ligue de hockey junior majeur du Québec (la « Ligue ») le 16 décembre 2021 et il a été mis en application le 16 décembre 2021 remplaçant à toutes fins utiles tout texte réglementaire alors en vigueur et traitant des mêmes objets.

OBJECTIFS DU RÈGLEMENT

Le présent règlement a pour objectifs de clarifier le statut des joueurs appelés à évoluer pour chaque Club membre de la Ligue, de déterminer leurs droits et leurs obligations, de déterminer les conditions qui doivent ou peuvent leur être appliquées et de préciser l'encadrement disciplinaire auquel sont soumis les Club membres par rapport au respect des règles relatives aux conditions qui peuvent être attribuées aux joueurs.

1. DÉCLARATION SUR LE STATUT DES JOUEURS

1.1 La mission de la Ligue

La mission de la Ligue et des Club membres qui la composent, telle qu'elle est libellée au paragraphe 3.1.1 de la constitution de la Ligue, doit guider fondamentalement la réglementation relative aux conditions que les Club membres doivent appliquer aux joueurs qui composeront leur équipe.

Paragraphe 3.1.1 de la constitution : « *La Ligue a pour mission de faire évoluer le hockey par* ***l'encadrement sportif et académique de ses joueurs d'élite dans un environnement*** *sécuritaire et formateur pour les préparer à* ***leur vie d'adulte.*** »

1.2 Statut des joueurs

Les joueurs de la Ligue sont des athlètes étudiants qui, tout en poursuivant leur cheminement scolaire, profitent d'un encadrement propice à développer leur potentiel sportif comme joueurs de hockey. Le succès dans les activités éducatives est une préoccupation fondamentale de la Ligue et, par conséquent, l'appartenance à l'un de ses Club membres est conditionnelle à la poursuite d'un programme scolaire.

2. PRISE EN CHARGE PAR LE CLUB MEMBRE

2.1 Portée de la prise en charge

Le Club membre prend en charge les joueurs retenus pour composer son équipe conformément à la réglementation de la Ligue. Il voit à les héberger, à les nourrir, à les accompagner dans leur cheminement scolaire, à protéger leur santé physique et mentale. Les normes et les standards de la prise en charge sont déterminés par le présent règlement, par tout autre règlement pertinent, par toute politique pertinente, ainsi que par toute directive pertinente émise par le Commissaire.

2.2 Durée de la prise en charge

La prise en charge par le Club membre en début ou en cours de session scolaire doit se poursuivre jusqu'à la fin de la session scolaire en cause, sauf dans les cas suivants :

- Le joueur quitte volontairement l'équipe;

- Le joueur est échangé conformément aux règles régissant les échanges, auquel cas l'obligation de prise en charge est transférée au Club membre qui reçoit le joueur;

- Le joueur est devenu incapable de pratiquer son sport à cause d'une blessure survenue dans l'exercice d'une activité autre qu'une activité demandée par équipe, par la Ligue, par la LCH ou par un organisme national membre de la FIHG;

- Le joueur refuse ou néglige de respecter la réglementation de la Ligue ou du Club membre.

2.3 Joueur blessé pour le reste de la saison

Si un joueur ne peut plus jouer à cause d'une incapacité due à une blessure survenue dans l'exercice d'une activité demandée par l'équipe, par la Ligue, par la LCH ou par un organisme national membre de la FIHG, la prise en charge se poursuit jusqu'au dernier match joué par son équipe au cours de la saison, ou jusqu'à la fin de la session scolaire d'hiver, même si la blessure est survenue au cours de la session scolaire d'automne.

3. CONDITIONS POUR LES JOUEURS

3.1 **Formulaire d'engagement**

À son arrivée dans une équipe de la Ligue, chaque joueur doit signer le formulaire d'engagement prévu à l'Annexe A stipulant qu'il s'engage à respecter toute la réglementation de la Ligue, qu'il a pris connaissance, notamment, du présent règlement et de la politique scolaire, qu'il reconnaît le droit constitutionnel de la Ligue de modifier sa réglementation en vertu d'un processus qui y est établi. Plus particulièrement, il s'engage à respecter la politique établie par la Ligue relativement au port obligatoire de certaines pièces d'équipement tels le protecteur buccal, le protège-cou, la visière et le protège gorge pour les gardiens, et il accepte que certains renseignements médicaux le concernant puissent être transférés dans certaines circonstances à un répondant médical de la Ligue, d'un autre Club membre ou de la LNH.

L'engagement qui en découle est valide pour la durée de son association à la Ligue, peu importe l'équipe pour lequel il s'alignera.

3.2 Frais divers encourus

3.2.1 Pendant le camp de sélection et d'entraînement

Pendant le camp de sélection et d'entraînement, le Club membre assume ou rembourse les frais suivants :

- Les frais de transport de la résidence permanente au lieu du camp;

- Les frais de transport du lieu du camp à la résidence permanente si le joueur est retranché;

- Les frais d'hébergement et de nourriture;

- Les frais de transport local pour les activités scolaires;

- Les frais de transport local pour toutes les activités de l'équipe;

Les modalités de remboursement aux joueurs de ces frais, s'il y a lieu, sont établies par l'équipe.

Cependant, l'équipe peut ne pas rembourser les dépenses encourues pour participer au camp d'entraînement si le joueur demande à participer au camp d'entraînement à ses propres frais.

3.2.2 Pendant le calendrier régulier et le calendrier éliminatoire

Pendant le calendrier régulier ainsi que pendant le calendrier éliminatoire, l'équipe assume ou rembourse les frais suivants :

- Les frais de chambre et pension;
- Les frais réels de scolarité, d'inscription et de fournitures scolaires;
- Les frais de transport local pour les activités scolaires;
- Les frais de transport local pour toutes les activités de l'équipe;
- Les frais de transport pour aller à son domicile permanent et pour en revenir à la pause des Fêtes déterminée à chaque année par la Ligue;
- Les frais de transport pour retourner à son domicile permanent à la fin de l'année;

Les frais de chambre et pension sont remboursés jusqu'à la fin de la session scolaire d'hiver du joueur, même si le Club membre n'est plus en compétition.

- Si un joueur ne peut plus jouer pour le reste de la saison à cause d'une incapacité due à une blessure survenue dans l'exercice d'une activité demandée par l'équipe, par la Ligue, par la LCH ou par un organisme national membre de la FIHG, les règles suivantes s'appliquent :
- Si le joueur reste dans l'entourage de l'équipe pour poursuivre ses activités scolaires, tous les frais sont assumés ou remboursés par le Club membre; cependant, les frais de transport pour les activités de l'équipe lui sont remboursés en autant qu'il y participe;
- Si le joueur retourne à son domicile permanent, seuls sont assumés ou remboursés par l'équipe ses frais scolaires, les frais médicaux liés à sa réhabilitation et le montant hebdomadaire pour les dépenses non autrement remboursées.

Les modalités de remboursement aux joueurs de ces frais, s'il y a lieu, sont établies par l'équipe.

3.3 **Bourse d'encouragement aux études**

En plus du remboursement des frais reliés aux études prévu au paragraphe 3.2.2, le joueur se verra octroyer une bourse d'études pour lui permettre de poursuivre des études menant à un diplôme de niveau secondaire, *high school*, collégial ou universitaire aux montants et selon conditions qui suivent :

3.3.1 Joueurs de 16 à 19 ans

Pour les joueurs de 16 à 19 ans inclusivement, une somme de 60 $ par semaine, pour toute la période pendant laquelle le joueur est aux études durant l'année, incluant, le cas échéant, les sessions d'été.

3.3.2 Joueurs de 20 ans

Pour les joueurs de 20 ans, une somme de 150 $ par semaine, pour toute la période pendant laquelle le joueur est aux études durant l'année, incluant, le cas échéant, les sessions d'été.

#### 3.3.3 Versement de la bourse

Les montants dus sont versés régulièrement à chaque semaine. Pour la période d'automne qui précède le début du calendrier régulier, les montants hebdomadaires dus sont cumulés et versés au plus tard le 31 décembre de l'année courante, selon des modalités à déterminer par chacun des Club membres.

### 3.4 Équipement

#### 3.4.1 Équipement fourni par le Club membre

Le Club membre doit fournir au joueur un équipement complet pour jouer au hockey, conformément aux normes et standards établies par le Commissaire et respectant les ententes intervenues entre la Ligue et ses commanditaires fournisseurs d'équipement.

#### 3.4.2 Camp d'entraînement

Durant le camp de sélection et d'entraînement, chaque joueur peut être appelé à utiliser en tout ou en partie l'équipement qui lui appartient.

#### 3.4.3 Protecteur buccal, protège-cou, visière et protège gorge pour les gardiens

Le protecteur buccal, le protège-cou, la visière et le protège gorge pour les gardiens sont des équipements de protection obligatoires qui doivent être portés durant les entraînements, durant les périodes d'échauffement précédant les matchs, et durant les matchs. La Ligue recommande aux joueurs de porter le protecteur facial complet au lieu de la visière, sans cependant en faire une obligation.

Ces pièces d'équipement doivent être conformes aux normes et standards déterminés par la Ligue.

Ces pièces d'équipement ne peuvent être modifiées ou altérées, ni directement ni indirectement.

### 3.5 Médical

#### 3.5.1 Responsabilité du Club membre

Le Club membre est responsable de défrayer tous les coûts des soins médicaux occasionnés par la pratique du hockey lors des matchs, des entraînements hors glace, des entraînements sur glace et de toute autre activité commandée par le Club membre. Le programme d'assurance-santé des parents, le cas échéant, est prioritairement mis à contribution dans les limites de la couverture qui y est prévue; le programme d'assurance de Hockey Canada, auquel souscrivent la Ligue et le Club membre assume les coûts excédentaires dans les limites qui y sont prévues; enfin le Club membre assume tous les autres coûts.

#### 3.5.2 Examen médical

Chaque joueur doit se soumettre à un examen médical complet de sa condition physique et de son état de santé avant le début de chaque saison de hockey ou lorsqu'il se rapporte au Club membre pour la première fois. Il doit aussi se soumettre à tout examen médical complet ou partiel lorsque c'est exigé par la direction de son Club membre au cours de l'année.

#### 3.5.3 Blessures dénoncées

Toute blessure subie par un joueur doit être rapportée sans délai au thérapeute du Club membre.

#### 3.5.4 Traitements médicaux

Un joueur à qui des soins ou des traitements médicaux sont prescrits par un médecin, un dentiste, un thérapeute du sport agréé, un répondant médical ou un physiothérapeute, doit se soumettre aux soins et suivre les traitements prescrits.

#### 3.5.5 Transmission d'informations médicales

Un joueur doit accepter de donner les autorisations suivantes au personnel médical de son équipe de transmettre des informations, renseignements ou données pertinentes de son dossier médical, en signant le formulaire d'engagement apparaissant à l'annexe A du présent règlement :

- Autorisation au médecin, dentiste, thérapeute du sport agréé, répondant médical ou physiothérapeute à divulguer et transmettre toute information, renseignement ou donnée pertinente de son dossier médical ou de son dossier concernant son état physique au médecin, dentiste, thérapeute du sport agréé, répondant médical ou physiothérapeute désigné référé par la Ligue ou d'une équipe avec laquelle il pourrait être appelé à jouer en prévision ou en cas d'échange ou autrement au cours de son passage au sein de la Ligue;

- Autorisation au médecin, dentiste, thérapeute du sport agréé, répondant médical ou physiothérapeute à divulguer et transmettre toute information, renseignement ou donnée pertinente de son dossier médical ou de son dossier concernant son état physique au médecin, dentiste, thérapeute du sport agréé, répondant médical ou physiothérapeute désigné ou référé par la Ligue ou ses assureurs, de même qu'à la direction de la Ligue;

- Autorisation à transmettre à la Ligue, sur demande, un rapport des blessures à son sujet faisant état notamment du type et de la nature de la blessure, des soins et traitements reçus et, le cas échéant, de la date prévue de son retour au jeu. Ce rapport peut être transmis par la Ligue à la LNH.

### 3.6 Publicité

#### 3.6.1 Photographies et images vidéo

Chaque joueur accorde au Club membre et à la Ligue le droit d'autoriser toute personne, firme ou corporation à prendre et à utiliser toute photographie, image vidéo (incluant la télévision) ou numérique de lui-même lorsqu'il participe aux activités du Club membre ou de la Ligue. En outre, il reconnaît que tous les droits s'y rattachant appartiennent au Club membre ou à la Ligue exclusivement qui peuvent les utiliser, les reproduire et les distribuer de la manière qu'ils désirent.

#### 3.6.2 Utilisation du nom du Club membre

Le Club membre accorde irrévocablement à chaque joueur pendant son séjour dans la Ligue et par la suite, le droit d'utiliser le nom du Club membre (mais non l'emblème ou l'uniforme à moins que ce soit autrement convenu avec le Club membre) et de s'identifier véritablement comme joueur actuel ou passé du Club membre.

#### 3.6.3 Consentement du Club membre

Aucun joueur ne fera d'apparition publique, ne participera à aucun programme de radio ou de télévision, n'écrira ou ne supportera aucun article de journal ou d'un magazine ou n'endossera aucun produit commercial sans avoir obtenu préalablement le consentement écrit de son Club membre. Ce consentement ne sera pas déraisonnablement refusé.

### 3.7 Cadeaux aux joueurs

Aucun Club membre de la Ligue n'a le droit de remettre directement, indirectement ou de quelque manière que ce soit, un cadeau ou un prix à l'un de ses joueurs.

Cependant, à la condition d'avoir obtenu l'autorisation expresse du Commissaire, un Club membre peut octroyer à l'un de ses joueurs un cadeau ou un prix dont la valeur ne dépasse pas 100$ pour souligner une réalisation scolaire ou sportive digne de mention.

## 4. CONDITIONS PARTICULIÈRES

### 4.1 Conditions particulières

Advenant qu'un Club membre veuille consentir par entente particulière à un joueur qu'il veut recruter des conditions autres que celles prévues au présent règlement, il doit respecter les lignes directrices établies en cette matière par le Commissaire. De plus, le Club membre doit déposer au registraire de la Ligue le texte de toute telle entente intervenue entre un joueur et le Club membre.

## 5. PLAINTES, ENQUÊTES, SANCTIONS

### 5.1 Plainte

Tout Club membre qui accuse un autre Club membre d'avoir enfreint le présent règlement doit le signifier par écrit au Commissaire en incluant toutes les preuves qui incitent le Club membre à faire la dénonciation; il doit joindre un chèque de 1 000 $ émis au nom de la Ligue.

Si la plainte est jugée fondée, la somme de 1 000 $ sera retournée au plaignant. Le Commissaire peut, s'il a des motifs raisonnables et sérieux de croire qu'il y a eu contravention au présent règlement entreprendre une enquête.

### 5.2 Enquête

Sur réception de la dénonciation, des preuves et du chèque exigé, le Commissaire doit immédiatement faire enquête et en aviser le Club membre inculpé en lui fournissant une copie de ladite plainte. Le Club membre inculpé doit collaborer au bon déroulement de l'enquête, à défaut de quoi il sera déclaré fautif et se verra automatiquement pénalisé.

### 5.3 Pénalité

Tout Club membre qui contrevient aux dispositions du présent règlement, soit en faisant de fausses déclarations, soit en cachant ou en tentant de cacher des informations sur les avantages financiers consentis à l'un de ses joueurs, se verra imposer par le Commissaire l'une ou plusieurs des sanctions suivantes, proportionnellement à la gravité de l'offense :

- Une amende pouvant aller jusqu'à 100 000$;
- La perte de choix de sélection pour les deux années suivant le moment où l'infraction a été portée à la connaissance du Commissaire;

- La perte de points au classement.

### 5.4 Verdict négatif

Si à la suite de l'enquête du Commissaire, il n'est pas prouvé que le plaignant a raison, le montant de 1 000$ sera versé à la Fondation LHJMQ.

## ANNEXE A **: FORMULAIRE D'ENGAGEMENT DU JOUEUR**

Droits et obligations du joueur

Joueur lié par la réglementation de la Ligue

Le joueur reconnaît être lié par la constitution, les règlements, les politiques et les directives de la Ligue et s'engage à s'y conformer pendant toute la durée de son association à la Ligue à titre de joueur.

Sans limiter la généralité du paragraphe précédent,

- Le joueur reconnaît avoir reçu le règlement R-11 – Droits et obligations des joueurs et la politique P-1 – Politique scolaire, en avoir pris connaissance et en comprendre le contenu;

- Le joueur reconnaît que son appartenance à la Ligue et à l'un de ses Club membre est conditionnelle à la poursuite d'un programme de formation scolaire;

- Le joueur reconnaît avoir lu le paragraphe 3.4.3 du règlement R-11 – Droit et obligations des joueurs traitant du port obligatoire du protecteur buccal, du protège-cou, de la visière et du protège gorge pour les gardiens, en comprendre le contenu, et consent à s'y conformer; en conséquence, le joueur dégage, libère et exonère la Ligue de toute réclamation, action ou cause d'action advenant son défaut de porter ou d'utiliser les équipements de protection obligatoires, le port ou l'utilisation d'équipements modifiés ou altérés de quelque façon que ce soit ou le port ou l'utilisation d'équipements de protection non autorisés par la Ligue;

- Le joueur reconnaît avoir lu le paragraphe 3.5 du règlement R-11 – Droit et obligations des joueurs portant sur différentes obligations en matière médicale, en comprendre le contenu, et consent à s'y conformer;

- Le joueur reconnaît que le présent engagement met fin, annule et remplace tout contrat-type de joueur existant, le cas échéant, entre le joueur et le Club membre.

**Pouvoir de la Ligue d'amender sa réglementation**

Le joueur reconnaît que la Ligue peut amender le contenu de sa constitution, de ses règlements, de ses politiques et de ses directives en respectant son processus décisionnel constitutionnel. La mise en application d'un amendement ayant une incidence sur les conditions applicables au joueur ne peut se faire qu'après information appropriée et complète fournie au joueur.

Mésentente

Pouvoir du Commissaire

S'il y a mésentente entre le Club membre et le joueur quant à l'application de la réglementation de la Ligue en matière de conditions devant s'appliquer aux joueurs, la question doit être soumise au Commissaire de la Ligue qui rendra une décision finale et sans appel qui liera les parties.

Litiges devant les tribunaux du Québec

Les parties conviennent que relativement à tout litige pouvant découler du présent contrat qui ne relève pas de la compétence du Commissaire, seuls les tribunaux du Québec auront juridiction pour en décider selon les lois en vigueur au Québec, et ce, nonobstant l'endroit où le contrat est conclu.

En foi de quoi, le joueur a signé au lieu et à la date indiqués ci-après.

(Le formulaire d'engagement est signé en quatre copies originales : une copie pour le joueur, une copie pour le Club membre et deux copies pour la Ligue.)

Joueur

Nom du Joueur :

Signature :_____à_____, ce___ jour de _____20___ Adresse permanente du Joueur :

Tél :

Courriel :

**Contresignature d'un parent ou du tuteur légal, si le joueur est mineur**

Nom du parent ou du tuteur légal :

Signature :_____à_____, ce___ jour de _____20___ Adresse permanente:

Tél :

Courriel :

Approuvé par le

Équipe de la Ligue

Nom de l'équipe :

Représentant autorisé de l'équipe :

Signature :_____à_____, ce___ jour de _____20___

Date :_____

Approuvé par

la Ligue de hockey junior majeur du Québec

Commissaire : Gilles Courteau :

Signature :_____à_____, ce___ jour de _____20___

# RÈGLEMENT DE SÉCURITÉ

**JUIN 2023**

**LIGUE DE HOCKEY JUNIOR MAJEUR DU QUÉBEC INC.**

**Avis aux membres**

Les articles suivants sont tirés de la *Loi sur la sécurité dans les sports* (R.L.R.Q., chapitre S-3.1) et s'appliquent au présent règlement.

**Décision**

**29.** Une fédération d'organismes sportifs ou un organisme sportif non affilié à une fédération doit, après avoir rendu une décision conformément à son règlement de sécurité, en transmettre copie, par poste recommandée, à la personne visée dans un délai de 10 jours à compter de la date de cette décision et l'informer qu'elle peut en demander la révision par le ministre dans les 30 jours de sa réception.

_____

1979, c. 86, a. 29 ; 1988, c. 26, a. 12 ; 1997, c. 43, a. 675 ; 1997, c. 79, a. 13 ; N.I. 2016-01-01 (NCPC).

**Ordonnance**

**29.1.** Le ministre peut ordonner à un membre d'une fédération d'organismes sportifs ou d'un organisme sportif non affilié à une fédération de respecter le règlement de sécurité de cette fédération ou de cet organisme lorsque cette fédération ou cet organisme omet de le faire respecter.

_____

1988, c. 26, a. 13 ; 1997, c. 79, a. 14.

**Infraction et peine**

**60.** Une personne qui refuse d'obéir à une ordonnance du ministre, de la Régie, ou à une ordonnance d'une personne à qui l'un ou l'autre a donné mandat commet une infraction et est passible d'une amende de 200 $ à 10 000 $. Un membre d'une fédération d'organismes sportifs ou d'un organisme sportif non affilié à une fédération qui refuse d'obéir à une ordonnance du ministre rendue en vertu de l'article 29.1 commet une infraction et est passible d'une amende de 100 $ à 5 000 $.

_____

1979, c. 86, a. 60 ; 1988, c. 26, a. 23 ; 1990, c. 4, a. 810 ; 1992, c. 61, a. 555 ; 1997, c. 79, a. 38.

**Infraction et peine**

**61.** En plus de toute autre sanction qui peut être prévue dans les statuts ou règlements d'une fédération d'organismes sportifs ou d'un organisme sportif non affilié à une fédération dont le ministre a approuvé le règlement de sécurité, une personne qui ne respecte pas une décision rendue par cette fédération ou cet organisme en application de ce règlement, commet une infraction et est passible d'une amende de 50 $ à 500 $.

_____

1979, c. 86, a. 61 ; 1990, c. 4, a. 809 ; 1997, c. 79, a. 40.

**Lois et règlements**

Bien que non spécifique au présent règlement de sécurité, en tout temps, il est recommandé, de respecter l'ensemble des lois et règlements applicables dans le cadre de la pratique du hockey sur glace.

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# OBJET ET DOMAINE D'APPLICATION

Le présent règlement de sécurité s'applique exclusivement à l'ensemble des activités « hockey » sanctionnées par la Ligue de hockey junior majeur du Québec.

Les activités « hockey » réfèrent à toute activité se pratiquant sur une surface glacée approuvée par les autorités de la LHJMQ et caractérisée par l'utilisation de patins, d'un bâton de hockey et d'une rondelle.

Les règles de jeu utilisées sont celles de Hockey Canada, adaptées à la réalité du hockey junior canadien et en conformité avec les ententes conclues avec les partenaires de la LHJMQ, dont la Ligue canadienne de hockey (LCH) et la Ligue nationale de hockey (LNH). Les décisions et sanctions rendues par un officiel, un arbitre ou un juge en application des règles de jeu et qui ne relèvent pas du champ d'application du présent règlement de sécurité sont exécutoires dans l'immédiat et ne peuvent faire l'objet d'une révision par le ministre.

Bien que le présent règlement soit assujetti à l'approbation du ministre, il ne confère pas d'autorité sur les activités de la LHJMQ pouvant se dérouler à l'extérieur de la province de Québec. L'application de ce règlement de sécurité doit se faire en harmonie avec les lois et règles en vigueur sur le reste du territoire couvert par la LHJMQ.

# CHAPITRE 1 : LES INSTALLATIONS ET LES ÉQUIPEMENTS D'ENTRAÎNEMENT

## Section 1 : Les installations

Toute activité d'entraînement doit se dérouler au sein d'installations conformes au ***Cahier d'exigences des amphithéâtres*** de la LHJMQ. L'utilisation d'un site d'entraînement ne répondant pas aux exigences dudit cahier doit être préalablement approuvée par le Bureau du commissaire de la LHJMQ.

a) Patinoire

Les dimensions officielles de la patinoire seront de 200 pieds en longueur et 85 pieds en largeur. Les coins formeront un arc de 28 pieds.

La patinoire sera délimitée par des bandes qui s'élèveront à une hauteur d'au moins 40 pouces et pas plus de 48 pouces au-dessus de la surface glacée. La hauteur idéale au-dessus de la surface glacée sera de 42 pouces. À l'exception des marques officielles prévues dans les présentes règles, la totalité de la surface glacée et des bandes sera de couleur blanche, sauf pour la partie inférieure au bas de la bande qui devra être de couleur bleu pâle ou jaune.

Toute variation de ces dimensions devra obtenir une autorisation de la Ligue.

Les bandes seront érigées de façon telle à ce que la surface faisant face à la patinoire soit lisse et libre de toute entrave ou objet qui pourrait causer une blessure aux joueurs.

Attachées aux bandes et s'élevant verticalement, des surfaces de vitre ou de plastique transparent de protection approuvées seront érigées à 8 pieds au-dessus des bouts de la patinoire et à au moins 5 pieds sur les deux côtés de la patinoire. Ce vitrage de protection sera exigé devant le banc des punitions. Ce vitrage et les matériaux qui le retiennent en position devront être munis de matériel protecteur et montés sur le côté loin de la surface de jeu, y compris le filet de spectateur.

Des filets de protection devront être placés à chaque bout de la patinoire, ceux-ci devant être de dimensions et d'un type approuvé par la Ligue.

Les logos sur la glace ne doivent aucunement entraver les diverses marques sur la glace requises pour adéquatement jouer le match.

b) Portes

Les portes d'accès à la surface de jeu doivent être correctement fermées pendant le déroulement des activités.

c) Buts

Les poteaux des buts seront maintenus en place à l'aide de 'Flex Pegs' fixés à la glace ou au plancher.

Les poteaux des buts seront fabriqués selon des plans et avec un matériau approuvé, s'élèveront verticalement à 4 pieds au-dessus de la surface glacée et placés à 6 pieds de distance, cette mesure étant prise de l'intérieur des poteaux. Une barre transversale du même matériau que les poteaux relieront le dessus de chacun des poteaux.

Les poteaux des buts et la barre horizontale seront peints en rouge et toutes les autres surfaces extérieures le seront en blanc.

Des filets approuvés confectionnés de corde de nylon blanc seront attachés à chaque charpente de but de façon à ce que la rondelle ne puisse s'arrêter sur le dos tout en assurant qu'une rondelle qui y pénètre y demeurera.

## Section 2 : Les équipements

La présente section présente l'équipement étant minimalement requis pour les participants lors des périodes d'entraînement. L'ensemble des joueurs des 18 équipes de la LHJMQ utilisent des pièces d'équipements fournis par des équipementiers certifiés et également approuvés par la LCH.

Un formulaire d'engagement du joueur relatif au port obligatoire du protecteur buccal, du protège-cou, de la visière et du protège-gorge pour les gardiens doit être rempli et signé par le joueur ou ses parents, si le joueur a moins de 18 ans.

a) Casque protecteur

Le joueur doit porter un casque protecteur conforme à la plus récente norme de Casques de hockey CAN3-Z262.1 publié par l'ACNOR.

Les joueurs doivent porter leur casque protecteur de façon à ce que la mentonnière reliée au casque soit attachée de façon sécuritaire sous le menton. À défaut d'attacher correctement cette mentonnière, le joueur devra quitter la patinoire.

b) Visière

À l'exception du gardien de but, le joueur participant aux activités doit porter une visière conforme au type 4 de la plus récente norme Protecteurs faciaux et visières pour joueurs de hockey sur glace CAN/CSA-Z262.2 publiée par l'ACNOR, dans la mesure où la visière descend au moins jusqu'au point médian entre le bout du nez et la lèvre supérieure.

Un protecteur facial complet, approuvé par la Ligue et répondant également aux normes des Protecteurs faciaux et visières pour joueurs de hockey sur glace CAN/CSA-Z262.2 publiée par l'ACNOR, pourra être porté par un joueur qui en manifeste le besoin.

c) Protège-cou

Le joueur et le gardien de but doivent porter un protège-cou conforme à la norme Protège-cou pour joueur de hockey et de ringuette CAN/BNQ 9415-370.
Tous les joueurs, y compris les gardiens de but, doivent porter un protège-cou lors de tout entraînement de la LHJMQ. Le protège-cou ne peut être modifié de quelque façon que ce soit.

En plus du protège-cou, les gardiens de but doivent porter en tout temps un protecteur de gorge rigide.

d) Protecteur buccal

Tous les joueurs devront porter correctement un protecteur buccal qui devra couvrir les dents jusqu'aux molaires arrière. Le protecteur buccal ne peut être modifié de quelque façon que ce soit.

e) Équipement protecteur joueur

À l'exception du gardien de but, le joueur, en plus des équipements énumérés aux alinéas *a)* à *d)*, doit porter l'équipement protecteur suivant :

- Protège-coudes ;
- Jambières ;
- Épaulières ;
- Gants ;
- Un pantalon ou une gaine de protection ;
- Un support athlétique à coquille rigide ou, pour les filles, un protecteur pubien.

L'équipement protecteur du joueur doit être conforme aux règles de jeu officielles de Hockey Canada.

f) Équipement protecteur gardien de but

À l'exception des patins et du bâton, tout l'équipement porté par le gardien de but sera fabriqué dans l'unique but de protéger la tête ou le corps. Outre l'équipement énuméré aux alinéas *a)* à *c)*, celui-ci doit comprendre :

- Des jambières ;
- Un protecteur de gorge rigide ;
- Un plastron ;
- Un bloqueur et une mitaine ;
- Des protège-coudes jumelés à des épaulières ;
- Un pantalon ou une gaine de protection ;
- Un support athlétique à coquille rigide ou, pour les filles, un protecteur pubien.

L'équipement de gardien de but doit être conforme aux règles de jeu officielles de Hockey Canada.

g) Patins

Le joueur et le gardien doivent porter des patins conformes aux règles de jeu officielles de Hockey Canada.

Seul un gardien de but peut utiliser des patins de gardiens de but.

h) Bâtons

Tous les bâtons, y compris ceux des gardiens de but, peuvent être fabriqués en bois, fibre de verre, aluminium ou tout autre matériau approuvé par la Ligue.

Le bout du manche doit être recouvert de façon à empêcher les blessures.

Le joueur et le gardien doivent utiliser un bâton conforme aux règles de jeu officielles de Hockey Canada.

i) Lunettes (verres correcteurs)

Le joueur n'est pas autorisé à utiliser des verres correcteurs. Au besoin, il doit plutôt utiliser des lentilles cornéennes.

j) Équipement dangereux

L'utilisation de protecteurs de toutes sortes fabriqués de métal ou tout autre matériau susceptible de causer une blessure à un joueur ou gardien de but est interdit.

k) Rondelles

La rondelle sera fabriquée de caoutchouc vulcanisé ou d'un autre matériau approuvé. Elle sera d'un (1) pouce en épaisseur, 3 pouces en diamètre et pèsera entre cinq onces et demie (5,5 on.) et 6 onces. Toutes les rondelles utilisées lors des compétitions devront être approuvées par la Ligue.

## Section 3 : Le matériel médical

La liste du matériel médical qui suit est obligatoire dans chacun des amphithéâtres de la Ligue lors des matchs et des séances d'entraînement.

- Civière sur roue
- Défibrillateur
- Oreillers, couvertures, couvertures de laine
- Planche rigide en plastique avec « quick connect straps » (4) (préférable d'avoir même sorte de planche que la compagnie d'ambulance locale)
- Masque de poche avec valve pour l'oxygène
- Collets cervicaux rigides
- Ferno, stabilisateur pour la tête
- Oxygène
- Attelles d'immobilisation (Splints) haut du corps
- Attelles d'immobilisation (Splints) bas du corps
- Gants (à inclure dans le couvercle du défibrillateur)
- Crampons en caoutchouc (anti verglas) pour les ambulanciers
- Trousse de premiers soins

# CHAPITRE 2 : LA FORMATION ET L'ENTRAÎNEMENT DES PARTICIPANTS

## Section 1 : La formation des entraîneurs

Tout entraîneur au sein de la Ligue de hockey junior majeur du Québec doit posséder la formation minimale requise par Hockey Canada selon son champ de compétence. Par exemple, un entraîneur-chef doit posséder la formation *Haute performance 1* ou une formation équivalente en fonction de son pays d'origine ou encore de ses antécédents de joueur professionnel, formation pour laquelle une reconnaissance des acquis pourrait lui être attribuée.

Chaque entraîneur doit également avoir suivi la formation ***Respect et Sport***.

Des webinaires et des ateliers de formation sont également offerts durant la saison.

## Section 2 : L'entraînement

Chacune des équipes est responsable de planifier des entraînements sur glace et hors glace et doit acheminer un horaire type hebdomadaire au Bureau du commissaire. Le nombre de séances et d'heures d'entraînement hebdomadaires doit tenir compte de la charge du calendrier des parties, des voyages sur la route, des périodes de repos nécessaire ainsi que de la charge scolaire des joueurs.

## Section 3 : Le déroulement de la séance d'entraînement

Chacune des séances d'entraînement doit être planifiée de manière à prévoir des périodes d'activation, d'échauffement et de récupération.

Un thérapeute du sport agréé est présent durant toute la séance d'entraînement afin d'intervenir rapidement s'il survient une blessure ou un malaise.

# CHAPITRE 3 : LA PARTICIPATION À UN ÉVÉNEMENT, À UNE COMPÉTITION OU À UN SPECTACLE À CARACTÈRE SPORTIF

Le présent chapitre fait référence aux conditions inhérentes à la participation à une ou plusieurs parties de la Ligue de hockey junior majeur du Québec.

## Section 1 : Les joueurs

Tout joueur qui prend part à une partie officielle de la LHJMQ doit remplir les conditions émises dans le **Règlement *R-5 Qualifications pour jouer junior majeur*** et avoir complété et signé les formulaires ***Engagement du joueur*** et ***Informations du joueur***.

Le joueur doit également avoir fourni un bilan médical mis en place par le Bureau du commissaire, son contrat d'engagement du ***Code d'éthique*** de même que son autorisation à se soumettre à la politique antidopage en vigueur.

## Section 2 : Le personnel de banc

Tout membre du personnel en fonction doit avoir rempli son formulaire d'enregistrement et être enregistré dans le Registre d'inscription d'Hockey Canada.

Le personnel de banc doit comprendre un thérapeute du sport agréé — CAT(C). Celui-ci doit s'assurer des éléments suivants :

- Avoir accès à une trousse de premiers soins et à tout le matériel médical édicté dans le ***Cahier des exigences des amphithéâtres*** ;
- Avoir accès au profil médical du joueur ;
- De demander au joueur de l'informer de toute nouvelle problématique reliée à sa santé mentale ou physique ;
- En cas de blessure, prodiguer les premiers soins au joueur indisposé ;
- Retirer immédiatement du jeu ou de l'entraînement tout joueur soupçonné d'avoir subi une commotion cérébrale et, dans ce cas, s'assurer de la mise en application du ***Protocole de gestion des commotions cérébrales*** de la LHJMQ ;
- Refuser l'entraînement ou la participation à un match à tout joueur qui consomme ou qui est manifestement sous l'effet de boisson alcoolique, de drogues ou de substances dopantes.

Les entraîneurs ainsi que le préposé à l'équipement, ont la responsabilité de s'assurer que chaque joueur porte complètement et adéquatement l'équipement de protection nécessaire, tel que décrit dans les ***Règles de jeu*** de la LHJMQ.

## Section 3 : Les officiels sur glace

Les officiels sur glace doivent avoir satisfait aux exigences de l'un des programmes de certification reconnus par Hockey Canada, au minimum le niveau 4.
Par leur rôle, il appartient aux officiels sur glace de veiller à l'application des règles de jeu, de la conformité des alignements et par conséquent à la sécurité des joueurs lors d'un match.

Avant le match, les arbitres doivent s'assurer de la présence d'un médecin assigné au match. Le médecin assigné au match doit signaler sa présence directement aux officiels sur glace avant le début de la rencontre. En l'absence d'un médecin, le match ne peut débuter.

Avant et pendant le match, les officiels affectés au match doivent s'assurer de la conformité des installations (bandes, baies vitrées et filets) et de la qualité de la glace de manière à ce que l'usage de celles-ci ne compromettent pas le déroulement de la partie et la sécurité des joueurs. Le cas échéant, ils ont la responsabilité d'aviser la personne responsable des installations de tout bris ou mauvais fonctionnement apparent des équipements ou des installations et juger, dans ce cas, si la reprise du jeu est possible.

Outre la conformité des installations, les officiels sur glace ont les responsabilités suivantes :

- Connaître les règles de jeu ;
- Condamner et pénaliser tout acte contraire à ces règles ;
- Connaître, suivre et respecter le code d'éthique des officiels sur glace ;
- Ne pas consommer ou être sous l'effet de boisson alcoolique ou de drogue au moment d'exercer ses fonctions ;
- Connaître, suivre et respecter le ***Code d'éthique des officiels sur glace***.

# CHAPITRE 4 : LA FORMATION ET LES RESPONSABILITÉS DES PERSONNES APPELÉES À JOUER UN RÔLE AUPRÈS DES PARTICIPANTS

## Section 1 : Code de civilité, Politique antidiscriminatoire et Politique de prévention et de traitement du harcèlement et de la violence

Que ce soit au niveau administratif ou encore concernant le personnel hockey de chacune des formations, l'ensemble du personnel doit se soumettre ***au Code de civilité des membres du personnel*** de même qu'à la ***Politique antidiscriminatoire*** ainsi que la ***Politique de prévention et de traitement du harcèlement et de la violence*** élaborés par le Bureau du Commissaire.

## Section 2 : Les formations

- Thérapeute du sport : Chaque équipe doit disposer, au sein de son personnel, d'un thérapeute du sport agréé — CAT(C). Outre sa formation universitaire, le thérapeute doit suivre une mise à jour de sa formation tous les deux ans de même que renouveler son cours de Premier répondant. Ces formations sont offertes par la LHJMQ.
- Personnel hockey : L'ensemble du personnel hockey de chacune des formations doit compléter la formation ***Respect et sport*** et s'assurer voir au renouvellement à tous les 3 ans. Outre le thérapeute du sport, trois (3) autres membres du personnel de banc doivent suivre tous les deux ans une formation d'utilisation du défibrillateur cardiaque.
- Des webinaires et des ateliers de formation sur différents sujets (diversité et inclusion, santé mentale, violence à caractère sexuel, etc.) sont également offerts durant la saison.

## Section 3 : Les responsabilités

Chacune des équipes a la responsabilité, lors de toute nouvelle embauche, de valider les antécédents judiciaires. À la suite de la vérification des antécédents, l'équipe devra agir en conséquence.

La directrice des services aux joueurs a la responsabilité de veiller au respect des formations par les équipes des différents intervenants de même qu'à la mise en application des diverses politiques et code en vigueur. Tout manquement doit lui être rapporté et par la suite transmis au Commissaire qui veillera à s'assurer de son application.

# CHAPITRE 5 : LA FORMATION ET LES RESPONSABILITÉS DES PERSONNES CHARGÉES DE L'APPLICATION DES RÈGLES DE JEU ET DES RÈGLES DE SÉCURITÉ, INCLUANT NOTAMMENT LES RESPONSABILITÉS À L'ÉGARD DE LA PRÉVENTION DES INCIVILITÉS

Ce chapitre décrit les actions, la formation et les responsabilités des différentes personnes chargées des règles de jeu et de la sécurité dans les estrades.

## Section 1 : Pouvoirs disciplinaires du Commissaire

Conformément à l'article 18.3.7 de la ***Constitution*** ainsi que la règle 29 des ***Règles de jeu***, le Commissaire peut imposer des sanctions lorsqu'il détermine, sur la base d'informations qu'il juge suffisantes et après avoir permis à la personne ou à l'Entité visée de répondre aux faits qui lui sont reprochés, qu'un Club membre ou un de ses Affiliés a contrevenu à la Constitution, au Règlement ou à toute autre règle de conduite de la Ligue ou est coupable d'un geste ou d'une conduite survenus durant ou hors Saison et jugé néfaste pour la Ligue ou le sport du hockey.

Le Commissaire peut, conformément au paragraphe 18.3.3 de la ***Constitution***, déléguer un pouvoir disciplinaire à toute personne de son choix, de façon générale ou de façon spécifique dans un cas précis.

## Section 2 : Directeur du département de sécurité des joueurs

Conformément à l'article 3.1 du ***Règlement R-4 Processus disciplinaires***, Le Commissaire désigne un directeur du département de sécurité des joueurs qui agit sous son autorité et qui doit centrer son action sur des objectifs de protection du joueur et de crédibilité de la Ligue.

Le directeur du département de sécurité des joueurs a tous les pouvoirs disciplinaires qui lui sont délégués par le Commissaire, par rapport à tout événement ou tout geste survenant pendant un match régi par les règles de jeu de la Ligue. Pour les besoins du présent article, la durée du match débute par l'arrivée à l'aréna de l'équipe visiteuse et se termine par son départ de l'aréna après le match.

Le mandat du directeur du département de sécurité des joueurs est de sanctionner les actes répréhensibles commis soit par un joueur, soit par un membre du personnel d'un Club membre. Les actes répréhensibles visés peuvent être notamment des gestes à caractère dangereux, des actes violents, de l'intimidation excessive, des abus flagrants de langage ou tout acte de nature à miner l'image de la Ligue. C'est le Commissaire qui est responsable d'émettre des sanctions et/ou d'imposer des amendes pour toute déclaration et/ou pour tout geste préjudiciable à la Ligue fait par un propriétaire, un gouverneur, un représentant du membre, un entraîneur ou un directeur-gérant d'un Club membre ou tout autre membre du personnel associé au Club membre, même si cette déclaration et/ou ce geste a été fait pendant le match.

## Section 3 : La formation et la responsabilité des officiels

Les officiels sur glace doivent avoir satisfait aux exigences de l'un des programmes de certification reconnus par Hockey Canada, au minimum le niveau 4. Les officiels doivent également avoir travailler l'équivalent d'au moins une saison au niveau Junior AAA ou Universitaire avant de graduer au sein de la LHJMQ.

Ils doivent également prendre part annuellement à un camp préparatoire de 3 jours.

Par leur rôle, il appartient aux officiels sur glace de veiller à l'application des règles de jeu, de la conformité des alignements et par conséquent à la sécurité des joueurs lors d'un match. Ils ont également les responsabilités suivantes :

- Connaître les règles de jeu ;
- Condamner et pénaliser tout acte contraire à ces règles ;
- Connaître, suivre et respecter le code d'éthique des officiels sur glace ;
- Ne pas consommer ou être sous l'effet de boisson alcoolique ou de drogue au moment d'exercer leurs fonctions ;
- Connaître, suivre et respecter le ***Code d'éthique des officiels sur glace***.

## Section 4 : Les juges vidéo et superviseurs des officiels sur glace

En cours de saison, les juges vidéo affectés à chacune des parties ont la responsabilité de transmettre au Directeur de la sécurité des joueurs toute séquence de jeu pouvant faire l'objet d'une révision par le Directeur de la sécurité des joueurs.

Cette responsabilité est également partagée par les superviseurs des officiels sur glaces qui peuvent être affectés à l'une ou l'autre des parties en saison régulière et à l'ensemble des parties à l'occasion des séries éliminatoires.

## Section 5 : Sécurité des participants et des spectateurs

La sécurité dans les arénas doit être assurée, en tout temps, par des policiers ou des agents de sécurité. Le responsable de la sécurité doit se présenter au vestiaire des officiels trente minutes avant le début de la rencontre afin de s'identifier et de leur confirmer sa présence. Ensuite, il doit se présenter au vestiaire du club visiteur afin de rencontrer l'entraîneur-chef pour lui donner le nom de la personne responsable en cas de problème durant la rencontre.

Au moins deux policiers ou agents de sécurité doivent être présents avec le club visiteur ainsi que les officiels à leur entrée et à leur sortie de la surface de jeu. Le club local est tenu de fournir un abri protecteur au club visiteur et aux officiels sur glace, le moment venu pour ces derniers d'embarquer et de débarquer de la patinoire. Ces abris doivent être aménagés de sorte que les joueurs du club visiteur et les officiels sur glace soient protégés des spectateurs, à partir des vestiaires jusqu'à leur entrée sur la glace, et de la glace jusqu'à leur retour aux vestiaires. Un tel abri est obligatoire lorsque le club visiteur et les officiels doivent circuler sur une distance de plus de 5 pieds qui n'est pas protégé et que les spectateurs pourraient avoir accès.

Le message suivant doit être diffusé avant chaque match du calendrier régulier et des séries éliminatoires : « La Ligue de hockey junior majeur du Québec et (nom du club de hockey) désirent rappeler à tous les spectateurs qu'il est formellement interdit de lancer tout objet sur la patinoire, en direction des joueurs et des officiels. Toute personne qui sera prise en défaut pour avoir lancé des objets sera automatiquement expulsée du site, sans aucun autre avis. De plus, des procédures judiciaires pourraient être entreprises. »

Dès qu'un spectateur est identifié par un responsable de la sécurité ou par un officiel (après avoir lancé un objet sur la surface de jeu), il devra immédiatement être retiré de son siège et rapporté au service de police parle responsable de la sécurité.

Des filets protecteurs visant à protéger les spectateurs qui assistent aux matchs de toutes les rondelles égarées qui quittent la surface de jeu pour aboutir dans les gradins. Ils doivent être fixés derrière chaque zone de but. Le détail de l'aménagement de ces filets protecteurs est détaillé dans le ***Cahier des exigences des amphithéâtres*** à l'article 1.16.

## CHAPITRE 6 : L'ORGANISATION ET LE DÉROULEMENT D'UN ÉVÉNEMENT, D'UNE COMPÉTITION OU D'UN SPECTACLE À CARACTÈRE SPORTIF

L'ensemble des informations reliées à l'organisation d'une partie de la LHJMQ est détaillé dans le ***Guide des procédures administratives*** de la LHJMQ.

## CHAPITRE 7 : LES LIEUX OÙ SE DÉROULE UN ÉVÉNEMENT, UNE COMPÉTITION OU UN SPECTACLE À CARACTÈRE SPORTIF

Ce chapitre décrit les sites de compétition recommandés pour l'accueil d'une partie de la LHJMQ.

L'ensemble des informations relatives à ce chapitre sont accessibles dans le ***Cahier des exigences des amphithéâtres*** de la LHJMQ.

## CHAPITRE 8 : LES INSTALLATIONS ET LES ÉQUIPEMENTS UTILISÉS LORS D'UN ÉVÉNEMENT, D'UNE COMPÉTITION OU D'UN SPECTACLE À CARACTÈRE SPORTIF

Voir le chapitre 1 du présent règlement de sécurité.

# CHAPITRE 9 : LES SERVICES ET ÉQUIPEMENTS REQUIS LORS D'UN ÉVÉNEMENT, D'UNE COMPÉTITION OU D'UN SPECTACLE À CARACTÈRE SPORTIF

## Section 1 — Les services de premiers soins et services médicaux

Chacune des deux équipes participantes doit avoir, au sein de son personnel de banc, un thérapeute du sport certifié. Ce dernier a la responsabilité d'être présent au banc lorsque les joueurs sont sur la glace, que ce soit lors de la pratique d'avant-match ou lors de la partie. En cas de blessure, le thérapeute est le premier répondant et doit procéder à l'évaluation et au traitement des joueurs.

L'équipe receveuse a l'obligation d'avoir un médecin titulaire d'un diplôme de docteur en médecine sur place à défaut de quoi le match ne peut débuter. Qui plus est, l'équipe hôtesse a la responsabilité de fournir à l'équipe visiteuse les services médicaux et d'urgence requis pour ses joueurs et pour son personnel d'accompagnement.

## Section 2 — L'équipement de sécurité et les mesures d'urgence

a) Équipement de sécurité

Autant pour une partie que pour une séance d'entraînement, le matériel suivant doit être accessible sur place et prêt à être utilisé par le thérapeute de l'équipe.

| | | |
|---|---|---|
| Défibrillateur portable | AmbuBag | Oxygène |
| Planche dorsale avec courroies | Sac de traumas | Masque de poche |
| Hydrocollateur avec 3 pacs standards et 1 cervical | Attelles (pour haut du corps et bas du corps) | Kit d'immobilisation (Courroies, stabilisateur Ferno, bandages triangulaires, collet cervical, serviettes) |
| Béquilles | Saturomètre | Stéthoscope |
| Civière sur roue | 3 enveloppes de « Hot packs » | Sphygmomanomètre |
| Glace | Canules nasales | Laryngoscope |
| Couverture | Table de massage | |

b) Mesures d'urgence

Au début de chaque saison, le thérapeute de l'équipe doit établir un plan d'urgence à mettre en place au besoin lors d'une partie. Ce plan doit être renouvelé chaque saison et transmis au Bureau du commissaire de la LHJMQ. Le thérapeute de l'équipe visiteuse doit en prendre connaissance à l'arrivée à l'aréna.

# CHAPITRE 10 : LA PRÉVENTION, LA DÉTECTION ET LE SUIVI DES COMPORTEMENTS SUSCEPTIBLES DE METTRE EN PÉRIL LA SÉCURITÉ ET L'INTÉGRITÉ PHYSIQUE OU PSYCHOLOGIQUE DES PERSONNES

La LHJMQ et ses équipes ont la responsabilité de protéger ses membres en leur offrant un environnement sécuritaire, juste et dans lequel on peut avoir confiance, et ce, pour tous les niveaux et à tous les paliers, qu'ils soient locaux, régionaux, provinciaux, nationaux ou internationaux.

Ainsi, la LHJMQ n'entend tolérer aucune forme d'abus, de harcèlement, de négligence ou de violence, physique, psychologique ou sexuelle, et ce, dans tous les programmes et activités sanctionnés et dispensés par elle-même et ses équipes.

La LHJMQ reconnaît l'importance de prendre les moyens raisonnables afin de prévenir et d'intervenir pour faire cesser toute forme d'abus, de harcèlement, de négligence ou de violence lorsqu'une telle pratique est portée à sa connaissance.

## Section 1 : La prévention, l'information et la sensibilisation en matière de sécurité et d'intégrité physique ou psychologique

**Pratique saine et sécuritaire**

Le présent règlement de sécurité fait partie des règles auxquelles tout membre de la LHJMQ est obligatoirement soumis. Il énonce un ensemble de dispositions applicables afin d'évoluer dans le milieu de manière saine et sécuritaire.

Par ailleurs, la LHJMQ déclare adhérer à l'Avis sur l'éthique en loisir et en sport, du ministère de l'Éducation, du Loisir et du Sport, dont l'objectif principal est la reconnaissance des valeurs tels l'équité, la persévérance, le plaisir, la santé, la sécurité et l'intégrité, et la préservation d'un milieu du loisir et du sport sûr et accueillant pour tous.

**Aide, accompagnement, référencement**

La LHJMQ, par le biais de son ***Programme d'aide aux joueurs*** et des différentes politiques établies, incite l'ensemble de ses équipes à faire preuve de vigilance afin de détecter et dénoncer tout comportement inapproprié qui porte atteinte à l'intégrité physique ou psychologique d'une personne en contexte sportif et récréatif. La LHJMQ encourage toutes ses équipes à faire appel aux services d'aide qui sont mis à leur disposition par le Bureau du commissaire et sa directrice des services aux joueurs lorsqu'aux prises avec des situations difficiles ou portant atteinte à leur intégrité physique ou psychologique. La LHJMQ s'engage à informer ses équipes de ces services, notamment par le biais de sa directrice des services aux joueurs et le ***Programme d'aide aux joueurs***. La LHJMQ et ses clubs bénéficient également d'un réseau externe d'intervenants et du soutien d'organismes tels que l'Association canadienne pour la santé mentale (ACSM), Sport'Aide et le Centre canadien de la santé mentale et du sport (CCSMS).

**Filtrage/antécédents judiciaires**

Chacune des équipes de la LHJMQ a la responsabilité que toute personne au sein de son organisation susceptible d'entrer en contact avec des personnes mineures ou des personnes vulnérables dans le cadre de ses fonctions doit se soumettre à la vérification de ses antécédents judiciaires.

Le membre devra procéder à une nouvelle vérification des antécédents judiciaires tous les trois (3) ans.

**Outils en matière de protection de l'intégrité**

Consciente des risques d'abus, harcèlement, violence ou négligence et dans l'optique d'une tolérance zéro à l'égard de comportements portant atteinte à l'intégrité de toute personne impliquée dans son milieu, la LHJMQ s'engage à faire respecter l'ensemble des outils (politiques, codes de conduite, etc.) entérinés par la LHJMQ et ses équipes membres.

La LHJMQ s'engage, sous différentes formes, à promouvoir ces outils à chaque début de saison auprès de tous ses membres.

## Section 2 : La formation en matière d'intégrité

La LHJMQ s'engage à promouvoir l'intégrité auprès de ses équipes et les encourage à participer à des formations en la matière. Ces formations devront avoir été approuvées au préalable par la directrice des services aux joueurs de la LHJMQ.

La LHJMQ peut exiger la participation de certaines catégories de membres à des formations, conférences ou autres outils en rapport avec l'intégrité. Elle peut contrôler et s'assurer de la présence des personnes convoquées à participer, et/ou en faire une condition préalable à la pratique de l'activité (entraîner, jouer, administrer, etc.).

## Section 3 : Surveillance et vigilance

La LHJMQ s'engage à respecter et mettre en place, le cas échéant, en collaboration avec ses équipes s'il y a lieu, les mesures appropriées afin d'appliquer les décisions et sanctions rendues par le Commissaire.

## Section 4 : Les bagarres

Afin de prévenir la violence physique et psychologique pouvant entraîner des blessures mineures, graves ou, dans des circonstances extrêmes un décès, la LHJMQ a la responsabilité d'établir des règles d'intervention lorsque survient une bagarre, entre deux personnes ou plus, dans le cadre d'une joute, et ce, peu importe qu'il s'agisse de joueurs ou d'autres membres de l'équipe (entraîneur, assistant-entraîneur, soigneur, etc.).

La Règle 47 des Règles de jeu, à compter de la saison 2023-2024, prévoit l'interdiction des bagarres régit par des sanctions davantage restrictives et dissuasives afin de mettre l'emphase sur une qualité de jeu sécuritaire et favorable au développement des joueurs participant aux activités de la LHJMQ.

La LHJMQ s'assurera que les sanctions mentionnées dans les prochains paragraphes s'appliquent obligatoirement.

Dès qu'une bagarre survient, les personnes qui s'engagent dans le combat doivent systématiquement être expulsées de la partie.

Également, tout joueur qui sera déclaré comme étant l'instigateur de la bagarre se verra décerner une partie automatique de suspension.

Toute personne qui sera déclarée comme étant l'agresseur lors d'une bagarre se verra décerner un minimum de deux parties automatiques de suspension.

En plus de l'extrême inconduite de partie, une joute automatique de suspension sera imposée à compter de la 2$^{e}$ bagarre au courant de la saison. Cette suspension s'additionne aux sanctions des paragraphes précédents.

# CHAPITRE 11 : LE CONTRÔLE DE L'ÉTAT DE SANTÉ DES PARTICIPANTS

La LHJMQ a la volonté de protéger les joueurs en leur assurant une pratique sportive saine et sécuritaire. Elle reconnait que compte tenu de la nature de l'activité, du contexte de pratique ainsi que l'historique et la culture de la discipline, les participants peuvent courir un risque d'impact néfaste sur leur santé.

D'autres éléments sont également susceptibles d'affecter la santé des participants, notamment l'usage de drogues, substances dopantes, boissons énergisantes, alcool, les régimes alimentaires, la mauvaise utilisation des équipements, etc.

Par conséquent, la LHJMQ statue sur les points suivants :

## Section 1 : Plateforme de suivi médical

La LHJMQ met à la disposition de chacune de ses équipes une plateforme de suivi médical permettant de consigner l'ensemble des suivis et interventions médicales faits auprès de chacun des joueurs ayant évolué au sein de la LHJMQ. Cette plateforme permet également de transférer le dossier du joueur à sa nouvelle équipe lorsque le joueur est transigé d'une formation à une autre.

À la fin de son passage au sein de la LHJMQ, le dossier du joueur est archivé et peut être consulté au besoin.

## Section 2 : Antidopage

Aucune personne impliquée dans le milieu (participant, entraîneur, bénévole, administrateur, salarié, fournisseur) ne doit faire usage ou être sous l'effet de drogues, substances dopantes ou autre produit prohibé durant une activité sanctionnée par la LHJMQ (entraînement ou partie).

La LHJMQ, de concert avec la LCH, a mis en place une ***Politique Antidopage*** claire pour laquelle l'ensemble de ses joueurs sont assujettis. La directrice des services aux joueurs agit également à titre de référence et de soutien pour toute situation problématique à l'égard de la politique antidopage.

La LHJMQ rappelle que les athlètes qui participent à des parties ou certains tournois et compétitions internationales peuvent être soumis à des contrôles sporadiques du dopage, effectués en vertu des programmes antidopage reconnus par Hockey Canada et l'IIHF.

Ils doivent donc s'abstenir d'utiliser toute substance pouvant s'avérer interdite. Les athlètes sont encouragés à s'informer auprès des organismes appropriés avant d'utiliser ladite substance.

## Section 3 : La santé générale des participants

**Le retour progressif à la suite d'une commotion cérébrale**

Voir le chapitre 12 du présent règlement de sécurité.

**L'utilisation adéquate des équipements (casque, gants, visière, etc.)**

Voir le chapitre 1 du présent règlement de sécurité.

# CHAPITRE 12 : LA PRÉVENTION, LA DÉTECTION ET LE SUIVI DES COMMOTIONS CÉRÉBRALES

La LHJMQ reconnait que la pratique du hockey peut comporter des risques élevés de blessures, notamment des commotions cérébrales. Lorsqu'une telle blessure survient, il est primordial d'appliquer les procédures reconnues en matière de prévention et de gestion de telles situations.

Tous les membres et toutes personnes impliquées lors d'un entraînement ou une partie doivent connaître leurs rôles et responsabilités à cet égard.

Un médecin spécialiste est identifié par la LCH à titre de référence pour chacune des équipes des ligues partenaires de la LCH, dont la LHJMQ, et de gestionnaire de la prévention, la détection et le suivi des commotions cérébrales.

## Section 1 : La prévention, l'information et la sensibilisation

La LHJMQ informera et sensibilisera régulièrement ses joueurs et toutes personnes impliquées lors d'un entraînement ou une compétition, par l'entremise de différents outils mis à la disposition des équipes (vidéos, guides de références, etc.) en matière :

- des risques de commotion cérébrale associés à la pratique du hockey ;
- de l'existence des outils d'évaluation et de gestion des commotions cérébrales ainsi que de la politique en cette matière et/ou d'un plan de retour progressif à l'activité (si c'est le cas) ;
- des formations reconnues proposées et/ou obligatoires ;
- des aménagements potentiels des installations sportives pouvant réduire les risques de commotions cérébrales lors d'entraînements et de compétitions ;
- de l'importance d'informer et de sensibiliser les parents et les tuteurs d'athlètes de la gravité des commotions cérébrales et de l'importance de les traiter diligemment.

## Section 2 : La détection et la gestion

Le protocole de prévention et de gestion des commotions cérébrales de la LHJMQ a pour objectif d'uniformiser l'encadrement offert relativement aux commotions cérébrales auprès des joueurs de la LHJMQ.

Pour ce faire, il est nécessaire de :

- se baser sur les données scientifiques internationales et les pratiques efficaces reconnues : notamment le 5ème Consensus international sur les Commotions cérébrales dans le Sport (McCrory et coll. 2017) ainsi que la littérature scientifique la plus à jour ;
- privilégier le travail d'équipe interdisciplinaire : médecin, neuropsychologue et thérapeute du sport ou physiothérapeute ;
- définir un ensemble de procédures efficaces, réalistes, les plus à jour qui pourront être mises à jour en fonction du développement des connaissances scientifiques.

La mise en application du protocole passe par les procédures suivantes :

- La mise en application de recommandations médicales relatives à l'immobilisation du joueur blessé chez qui on suspecte une blessure médullaire ;
- La mise en application des indications d'imagerie cérébrale dans le contexte d'un traumatisme craniocérébral léger (commotion cérébrale) ;
- L'utilisation d'un protocole d'évaluation (des fonctions neurologiques et neuropsychologiques) sur le terrain qui sera renouvelé régulièrement. Utilisation du programme *ImPACT test* ;
- Une évaluation comparative de référence (baseline) en présaison pour tous les joueurs sur les plans neuropsychologiques (questionnaire et administration de tests), médicale et orthopédique ;
- Le retrait du jeu immédiat de tout joueur victime d'une commotion cérébrale suspectée ou dont le diagnostic est confirmé ;
- Le non-retour du joueur à cette même partie ou pratique ;
- L'évaluation immédiate et la réévaluation régulière de tout joueur victime d'une commotion cérébrale ;
- Le non-retour au jeu avant la disparition complète de tout symptôme commotionnel cognitif et physique, au repos comme à l'effort ;
- L'utilisation du protocole en quatre (4) étapes pour le retour aux activités cognitives et à l'apprentissage (école) et en six (6) étapes pour le retour au jeu, tel que décrit dans le protocole 5ème Consensus international sur les Commotions cérébrales dans le Sport de Berlin (McCrory et coll. 2017) ;
- La réévaluation neuropsychologique préalable au retour au jeu pour tout joueur ayant une histoire médicale significative (antécédents de trois (3) commotions cérébrales ou plus ; antécédent de deux commotions cérébrales dans une même saison ; présence d'un trouble déficitaire de l'attention avec ou sans hyperactivité ; antécédent de troubles d'apprentissages [difficultés scolaires non liées à un manque d'intérêts] ; antécédents de migraines ou autres troubles neurologiques ; antécédent de troubles d'ordre psychologique [dépression, état de stress post-traumatique, trouble panique, etc.] et/ou présentant une évolution complexe et/ou dont la présentation clinique questionne le personnel médical) ; cette évaluation peut être faite par une neuropsychologue associée à l'équipe ou par l'équipe de la clinique Cortex ;
- L'encadrement mis en place ainsi que les procédures d'application précises seront présentés lors des Assises annuelles de la LHJMQ aux intervenants, entraîneurs et autres membres du personnel ;
- Une entente avec la clinique Cortex permettant d'évaluer tous les joueurs ayant subi une commotion cérébrale qui récupèrent de façon atypique et qui présentent des symptômes persistants pendant plus de deux semaines suivant la commotion cérébrale ou tout autre cas considéré complexe par les intervenants de l'équipe du joueur. Une autorisation par les autorités de la LHJMQ doit être obtenue avant d'envoyer un joueur en évaluation à la clinique Cortex ou toute autre clinique.

# CHAPITRE 13 : LES SANCTIONS EN CAS DE NON-RESPECT DU RÈGLEMENT

Toute infraction au présent règlement est assujettie au mécanisme de sanctions disciplinaires prévues par la ***Constitution***.

# ANNEXE

Le présent règlement fait référence à divers sigles et abréviations. La présente annexe permet de bien définir la signification de chacun des sigles et abréviations utilisés.

ACNOR Association canadienne de normalisation

ACSM Association canadienne pour la santé mentale

CCSMS Centre canadien de la santé mentale et du sport

HCR Hockey Canada Registry (Registre d'inscription d'Hockey Canada)

IIHF International Ice Hockey Federation (Fédération internationale de hockey sur glace)

LCH Ligue canadienne de hockey

LHJMQ Ligue de hockey junior majeur du Québec

LNH Ligue nationale de hockey

# LIGUE DE HOCKEY JUNIOR MAJEUR DU QUÉBEC

# CODES DE CONDUITE

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# 1. Préambule

| **Code de conduite du joueur** | |
|---|---|
| Date d'adoption | Septembre 2015 |
| Dates de révision | Septembre 2023 |
| **Code de conduite de l'entraîneur** | |
| Date d'adoption | Septembre 2023 |
| Dates de révision | n/a |

Les présents codes de conduite sont sous l'autorité de la direction de la LHJMQ. Des règles peuvent être soit modifiées ou ajoutées après approbation lors des réunions des membres de la LHJMQ.

## 1.1 La déclaration de principe de la LHJMQ

La raison d'être de la ligue et de ses équipes est de contribuer au développement des jeunes joueurs étudiants amateurs de seize à vingt ans en vue de les faire progresser vers les plus hauts circuits de hockey professionnels.

La ligue et les équipes se doivent d'assurer le développement optimal et de préserver l'intégrité du joueur sur le plan de la capacité et de la condition physique et mentale. Elles ont aussi à cœur sa bonne conduite en tout temps comme membre d'une organisation, que ce soit dans le cadre du sport lui-même ou à l'extérieur de ce dernier. Enfin, elles se doivent d'assurer une continuité scolaire de qualité permettant au joueur étudiant de poursuivre ses études de façon continue pendant et après ses années dans la LHJMQ.

## 1.2 La mission de la LHJMQ

La LHJMQ a pour mission de faire évoluer le hockey par l'encadrement sportif et académique de ses joueurs d'élite dans un environnement sécuritaire et formateur pour les préparer à leur vie d'adulte.

## 1.3 L'éthique

L'éthique est un ensemble des valeurs qu'une organisation reconnaît comme fondamentales pour réaliser sa mission et qui servent de guide à un individu ou à un groupe afin de l'aider à juger de la justesse de ses comportements. Les codes de conduite s'appuient sur des valeurs et des règles que la LHJMQ privilégie pour assurer la sécurité et la protection de l'intégrité en contexte sportif.

## 1.4 Valeurs fondamentales dans le sport

- Le respect
- L'intégrité
- La sécurité
- La dignité
- L'esprit sportif
- Le dépassement de soi
- L'engagement
- La persévérance et la ténacité
- L'honnêteté
- La bienveillance

## 1.5 Les politiques de la LHJMQ

- **La politique scolaire**

  La LHJMQ s'est dotée d'une politique scolaire afin d'encadrer ses joueurs dans leur parcours scolaire et les aider à devenir des citoyens responsables et bien éduqués. Tous les joueurs ont l'obligation de suivre des cours reconnus par la LHJMQ; la direction et le personnel des équipes doivent les accompagner dans leur cheminement scolaire.

- **La politique antidiscriminatoire**

  La ligue souscrit entièrement au principe fondamental que toute personne a droit à la reconnaissance et à l'égalité des droits et libertés de la personne en pleine égalité, sans distinction, exclusion ou préférence fondées, non limitativement, sur la race, le sexe, la couleur, la religion, la langue, l'origine ethnique ou nationale, l'orientation sexuelle, le handicap, le statut ou la condition sociale ou en relation avec tout autre motif de discriminations prohibé par la loi. De ce fait, la LHJMQ s'engage à ne tolérer aucune attitude vexatoire et aucun comportement discriminatoire, ou toute forme de discrimination tel qu'indiqué dans sa politique antidiscriminatoire.

- **La politique de prévention et de traitement du harcèlement et de la violence et sa charte contre la violence**

  La Politique a été adoptée dans le but d'offrir aux employés de la LHJMQ, aux joueurs, aux arbitres et aux autres personnes associées à la LHJMQ, un environnement exempt de harcèlement, de discrimination et de violence.

  Cette politique a aussi comme objectif de promouvoir et maintenir un milieu sportif sain, sécuritaire, exempt de violences à caractère sexuel et favorisant la protection de la dignité, de l'intégrité physique et psychologique des personnes.

Dans le cadre de sa mission de lutte contre la violence dans le hockey, la ligue s'est également dotée d'une charte relative à la prévention de la violence. Elle s'engage à protéger la santé physique et mentale des joueurs et l'image du sport en condamnant tous comportements violents non conformes aux règles de jeu et aux valeurs sportives.

- **La politique sur les médias sociaux**

  La LHJMQ comprend et apprécie l'importance du réseautage social à l'égard des vies personnelles et professionnelles de ses acteurs. Cependant il s'agit aussi d'une plateforme sujette à la prolifération de comportements pouvant être inappropriés, des comportements qui peuvent porter atteinte ou préjudice à la Ligue, à ses membres et à son public.

  De ce fait, la ligue s'est dotée d'une politique officielle sur les médias sociaux afin de protéger toutes les parties contre le harcèlement, les gestes ou comportements inappropriés, peu importe les intentions invoquées.

- **La politique antidopage**

  La LHJMQ s'est dotée d'une politique antidopage afin de protéger la santé et la sécurité des joueurs ainsi que l'image et les valeurs du sport. Chaque saison, les joueurs reçoivent une formation en ligne pour les sensibiliser aux conséquences de l'usage de substances interdites. Des contrôles antidopage ont également lieu durant la saison régulière, durant les évènements de la Ligue canadienne de hockey (LCH) et durant les séries éliminatoires.

- **Le code de civilité**

  Le code de civilité [Ligue/Équipe] est un énoncé d'attitudes et de comportements associés au savoir vivre, lequel est encouragé par la LHJMQ pour maintenir un milieu de travail respectueux, harmonieux et efficace.

- **Le guide des familles d'accueil**

  Ce guide a été rédigé pour aider les familles d'accueil dans leur rôle et pour mieux définir les règles à adopter pour assurer un encadrement adéquat.

**À ce titre, ces politiques et les présents codes de conduite ont été établi afin d'assurer que la LHJMQ demeure un leader dans le développement des joueurs de hockey dans un environnement sain. Leur but est de sauvegarder et de promouvoir ces orientations tout en protégeant les joueurs, les entraîneurs et la bonne réputation de la LHJMQ, des équipes et du sport. Ils déterminent des attitudes et des comportements jugés appropriés pour une saine pratique du hockey au sein de la ligue et pour l'image de celle-ci.**

## 1.6 Principes directeurs :

Les codes de conduite de la LHJMQ reposent sur trois (3) principes directeurs :

1. Tous les joueurs et le personnel des équipes et de la ligue ont pour obligation d'adhérer aux règlements de la LHJMQ.
2. Les joueurs et le personnel des équipes et de la ligue doivent intégrer et démontrer, à travers leurs paroles, leurs attitudes et leurs comportements, les valeurs fondamentales dans le sport et veiller à respecter en tout temps l'esprit et les exigences particulières du code de conduite.
3. La mission, les valeurs sportives, les politiques, les règlements de la ligue, les codes de conduites ainsi que la sécurité et le bien-être des joueurs doivent toujours prévaloir et ils ne doivent jamais être sacrifiés au profit de la gloire personnelle ou de la victoire à tout prix.

## 1.7 Modalités d'opération

- Les dirigeants de chaque équipe : Ils ont la responsabilité de faire connaître toutes les politiques et les présents codes de conduite aux membres du personnel de leur équipe et aux joueurs, et de leur rappeler qu'ils doivent les respecter. Les dirigeants des équipes ont aussi la responsabilité d'intervenir rapidement lorsqu'un manquement survient et d'en informer immédiatement le bureau du commissaire de la LHJMQ.

- Les dirigeants de la ligue : Ils ont pour leur part, la responsabilité de s'assurer de faire respecter les politiques et les codes de conduite.

**À cet effet, les dirigeants des équipes et de la ligue ont comme rôle d'évaluer chaque situation de manquement aux codes de conduite et d'émettre soit un avertissement, une sanction selon la gravité de la situation et des conséquences encourues.**

## 1.8 Manquement aux Codes de conduite

Toute action ou tout comportement qui transgresse les Codes de conduite est considéré comme un manquement et pourrait entraîner des sanctions disciplinaires notamment une réprimande, un nombre de matchs de suspension, un retrait temporaire de l'équipe, une expulsion de la LHJMQ.

## 1.9 Devoirs et obligations

Pour bénéficier au maximum de la pratique du hockey dans la LHJMQ, les joueurs et les entraîneurs doivent adopter des attitudes et des comportements qui découlent des valeurs fondamentales dans le sport.

# Le Code de conduite du Joueur

| VALEURS | COMPORTEMENTS ATTENDUS |
|---|---|
| Le respect de soi, des autres et des règlements | • Je respecte mon corps en ne consommant pas de drogues et en adoptant une bonne hygiène de vie.<br>• Je respecte les règlements et les politiques de la LHJMQ et de l'équipe, et toutes les lois en vigueur.<br>• Je suis respectueux envers mes coéquipiers, mes entraîneurs, les officiels, les gens de la communauté, ma famille d'accueil, mes adversaires, et ce peu importe leur genre, identité ou origine ethnique.<br>• Je respecte la notion de consentement. |
| L'intégrité | • J'exerce une influence positive et je suis un modèle pour mes coéquipiers, mes proches et les jeunes fans.<br>• J'évite toute consommation d'alcool et de drogues qui pourrait entraîner une situation problématique.<br>• Je ne participe pas à des jeux d'argent tels que les paris sportifs qui pourraient entraîner une dépendance et une perte d'argent.<br>• Je suis prudent avec les médias sociaux et traditionnels; tant dans la réception des messages et sollicitations que je pourrais recevoir que dans les commentaires que je fais. Je m'abstiens également de menacer quelqu'un et/ou de produire et/ou distribuer du matériel à caractère pornographique ou embarrassant.<br>• J'encourage les activités d'intégration, mais j'élimine toute activité humiliante, illégale, dangereuse et dégradante tel que le bizutage. |
| La sécurité | • Je reste maître de moi-même et respecte les règles de jeu afin que le hockey, un sport robuste, ne devienne un sport dangereux pour moi-même et mes adversaires.<br>• Je reste maître de moi-même afin de ne pas nuire à la sécurité des spectateurs.<br>• Je conduis prudemment, sans être sous l'effet de l'alcool ou d'une drogue et en m'assurant d'être dans un bon état physique et psychologique.<br>• Je rapporte tout problème médical et/ou personnel si cela peut nuire à ma sécurité ou celle des autres. |

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|---|---|
| La dignité | • J'accepte la victoire avec modestie sans ridiculiser l'adversaire.<br>• J'accepte la défaite en reconnaissant le bon travail de l'adversaire et en étant conscient que ce n'est pas une fin en soi.<br>• J'accepte mes erreurs et celles de mes coéquipiers. |
| L'esprit sportif | • J'adopte une attitude positive et constructive.<br>• Je supporte mes coéquipiers, alors je gagne en équipe et je perds en équipe.<br>• J'accepte les décisions des officiels en me rappelant qu'ils sont là pour faire appliquer le livre des règlements afin d'empêcher qu'un joueur ou une équipe jouisse d'un avantage injuste, illégal et non conforme aux règles de du hockey.<br>• J'évite de créer des clans ou de discréditer mes entraîneurs ou mes coéquipiers. |
| Le dépassement de soi | • Je m'engage à fournir le meilleur de moi-même en tant que joueur de hockey et en tant qu'étudiant.<br>• Je m'engage à avoir des objectifs et travailler pour les atteindre en respectant les règlements et les politiques en place. |
| L'engagement | • Je m'engage à respecter mon code de conduite ainsi que tous les règlements, lois et politiques qui s'y rattachent**.**<br>• Je m'engage à respecter mes obligations et les consignes de mon équipe. |
| La persévérance | • Je fournis un effort constant et engagé.<br>• J'apprends autant de la défaite que de la victoire.<br>• Je suis discipliné et je mets les efforts nécessaires dans mes études.<br>• Je fais face à l'adversité en allant chercher du soutien si nécessaire. |
| L'honnêteté | • Je refuse de gagner par des moyens illégaux et par tricherie.<br>• J'agis avec honnêteté envers les gens qui m'entourent. |
| La bienveillance | • J'accepte la diversité et je favorise l'inclusion en évitant toute forme de discrimination ou propos ou gestes vexatoires (raciste, homophobe, sexiste, etc.).<br>• Je signale les comportements inappropriés. |

# Le Code de conduite du Personnel

| VALEURS | COMPORTEMENTS ATTENDUS |
|---|---|
| Le respect de soi, des autres et des règlements | • Je respecte les règlements et les politiques de la LHJMQ et de l'équipe, et toutes les lois en vigueur.<br>• Je considère chaque joueur avec respect et équité.<br>• J'ai un langage et un comportement appropriés envers les joueurs, la LHJMQ, les officiels, les spectateurs et les équipes adverses.<br>• Je fais preuve de courtoisie et de respect envers mes collègues ainsi que les gens de la communauté, et ce peu importe leur genre, identité ou origine ethnique. |
| L'intégrité | • Je respecte mon pouvoir en tant que membre du personnel en préservant l'intégrité physique et mentale des joueurs<br>• J'exerce une influence positive et je suis un modèle pour les joueurs.<br>• J'utilise judicieusement mon autorité et j'agis toujours dans le meilleur intérêt de l'ensemble des joueurs, de l'équipe et de la ligue.<br>• Je considère que le développement de la personne est aussi important que le développement du joueur de hockey.<br>• Je sensibilise les joueurs aux problèmes de consommation d'alcool et de drogues ainsi qu'au jeu pathologique.<br>• J'évite toute consommation d'alcool ou de drogues qui pourrait entraîner une situation problématique.<br>• Je choisis intelligemment et avec respect les commentaires que je fais à travers les médias traditionnels ou sociaux.<br>• J'encourage les activités d'intégration, mais j'interdis toute activité humiliante, illégale, dangereuse tel que le bizutage. |
| La sécurité | • Je reste maître de moi-même afin de communiquer de façon adéquate avec les joueurs.<br>• Je m'assure que l'équipement et les installations sportives respectent le niveau de développement des joueurs et les principes de sécurité.<br>• J'informe les joueurs des dangers inhérents à la pratique de hockey.<br>• Je respecte le temps de convalescence d'un joueur lorsqu'il est blessé ou malade. |

| | |
|---|---|
| La dignité | • J'accepte la victoire avec modestie sans ridiculiser l'adversaire.<br>• Je reconnais dignement la performance de l'adversaire dans la défaite. |
| L'esprit sportif | • J'adopte une attitude positive et constructive.<br>• J'accepte les décisions des officiels en me rappelant qu'ils sont là pour faire appliquer le livre des règlements.<br>• J'évite de créer des clans ou de discréditer les joueurs, mon organisation ou la LHJMQ. |
| Le dépassement de soi | • Je m'engage à fournir le meilleur de moi-même.<br>• Je favorise le développement de la confiance en soi et de l'estime de soi.<br>• Je m'engage à avoir des objectifs réalistes pour les joueurs et leur communiquer efficacement. |
| L'engagement | • Je m'engage à respecter mon code de conduite ainsi que tous les règlements, lois et politiques qui s'y rattachent**.**<br>• Je véhicule les valeurs du sport par chacun de mes comportements.<br>• J'honore mes engagements écrits et verbaux face aux joueurs, mon organisation et la ligue. |
| La persévérance | • Je souligne le travail et la persévérance des joueurs.<br>• Je privilégie la réussite scolaire des joueurs à l'intérieur d'objectif sportifs.<br>• Je fais face à l'adversité en allant chercher le soutien nécessaire. |
| L'honnêteté | • Je refuse de gagner par des moyens illégaux et par tricherie.<br>• Je fais preuve d'honnêteté envers les joueurs et mon organisation. |
| La bienveillance | • Je place le bien-être des joueurs au cœur de mes priorités et j'accorde une importance à leur santé mentale<br>• Je signale les comportements inappropriés.<br>• J'accepte la diversité et je favorise l'inclusion en évitant toute forme de discrimination ou propos ou gestes vexatoires (raciste, homophobe, sexiste, etc.). |

# RESSOURCES

## Ressources au Québec

**Centre pour le respect dans le hockey - REES**
**Déposer une plainte**

**Programme d'aide aux joueurs :**
soutienauxvictimes@lhjmq.qc.ca
Téléphone et texto : 1-877-650-3555

**Sport Aide :**
www.sportaide.ca
Téléphone et SMS :
1 833 211-AIDE (2433)

**Tel-jeune :**
www.teljeunes.com/Accueil
Téléphone: 1 800 263-2266
Texto : 514 600-1002

**Jeunesse J'écoute:**
www.jeunessejecoute.ca
Téléphone : 1-800-668-6868

**Drogue : aide et références**
https://www.aidedrogue.ca/
Téléphone : 1 800 265-2626

**Jeu : aide et références**
https://aidejeu.ca/
Téléphone : 1 800 461-0140

**Association canadienne pour la santé mentale (ACSM) :**
**Programme « Retrouver son entrain »**
https://bounceback.cmha.ca/

**Ressources générales grand public :**
• Tel Aide : 514-935-1105 www.telaide.org
• Info Santé : 811
• Ligne de prévention du suicide : 1-866-277-3553

**Info-aide violence sexuelle**
https://infoaideviolencesexuelle.ca/

Téléphone :
(sans frais) : 1 888 933-9007
Urgence : 9-1-1

**Regroupement québécois des centres d'aide et de lutte contre les agressions à caractère sexuel**
http://www.rqcalacs.qc.ca/

Téléphone :
région de Montréal : 514 529-5252
(sans frais) : 1 877 717-5252
Courriel : info@rqcalacs.qc.ca

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## Ressources dans les provinces maritimes

**Centre pour le respect dans le hockey - REES**
**Déposer une plainte**

**Programme d'aide aux joueurs :**
soutienauxvictimes@lhjmq.qc.ca
Téléphone et texto : 1 877 650-3555

**Sport Aide :**
www.sportaide.ca
Téléphone et SMS :
1 833 211-AIDE (2433)

**Jeunesse J'écoute:**
www.jeunessejecoute.ca
Téléphone : 1 800 668-6868

**Drogue : aide et références**
https://www.aidedrogue.ca/
Téléphone : 1 800 265-2626

**Jeu : aide et références**
https://aidejeu.ca/
Téléphone : 1 800 461-0140

**Association canadienne pour la santé mentale (ACSM) :**
**Programme « Retrouver son entrain »**
https://bounceback.cmha.ca/

**Ressources générales grand public :**
**Service de crises du Canada**
https://www.crisisservicescanada.ca/fr/
Téléphone : 1 833 456-4566
Texto : 45645

**Association canadienne des centres contre les agressions à caractère sexuel (ACCCAS)**
https://casac.ca/fr
**Téléphone:** (604) 876-2622
**E-mail:** info@casac.ca

**Nouveau-Brunswick**

**Centre d'agression sexuelle Nouveau-Brunswick**
https://www2.gnb.ca/content/gnb/fr/corporate/promo/violence_sexuelle/sources_ressources.html

**Violence sexuelle Nouveau-Brunswick**
https://svnb.ca/fr/services/

Téléphone : 506.454.0437
E-mail : info@svnb.ca
**Ile-du-Prince=Édouard**

**Prince Edward Island Rape and Sexual Assault Centre**
www.peirsac.org

Phone number :902-566-1864
Toll-Free Number : 1-866-566-1864
Email: admin@peirsac.org

**Nouvelle-Écosse**

**Nova Scotia Sexual Assault Centres**
https://novascotia.ca/coms/svs/sexual-assault-centres/

# Code de conduite du JOUEUR

## NOS VALEURS

## 1 Le respect de soi, des autres et des règlements

- Je respecte mon corps en ne consommant pas de drogues et en adoptant une bonne hygiène de vie.
- Je respecte les règlements et les politiques de la LHJMQ et de l'équipe, et toutes les lois en vigueur.
- Je suis respectueux envers mes coéquipiers, mes entraîneurs, les officiels, les gens de la communauté, ma famille d'accueil, mes adversaires, et ce peu importe leur genre, identité ou origine ethnique.
- Je respecte la notion de consentement.

## 2 L'intégrité

- J'exerce une influence positive et je suis un modèle pour mes coéquipiers, mes proches et les jeunes fans.
- J'évite toute consommation d'alcool et de drogues qui pourrait entraîner une situation problématique.
- Je ne participe pas à des jeux d'argent tels que les paris sportifs qui pourraient entraîner une dépendance et une perte d'argent.
- Je suis prudent avec les médias sociaux et traditionnels; tant dans la réception des messages et sollicitations que je pourrais recevoir que dans les commentaires que je fais. Je m'abstiens également de menacer quelqu'un et/ou de produire et/ou distribuer du matériel à caractère pornographique ou embarrassant.
- J'encourage les activités d'intégration, mais j'élimine toute activité humiliante, illégale, dangereuse et dégradante tel que le bizutage.

## 3 La sécurité

- Je reste maître de moi-même et respecte les règles de jeu afin que le hockey, un sport robuste, ne devienne un sport dangereux pour moi-même et mes adversaires.
- Je reste maître de moi-même afin de ne pas nuire à la sécurité des spectateurs.
- Je conduis prudemment, sans être sous l'effet de l'alcool ou d'une drogue et en m'assurant d'être dans un bon état physique et psychologique.
- Je rapporte tout problème médical et/ou personnel si cela peut nuire à ma sécurité ou celle des autres.

## 4 La dignité

- J'accepte la victoire avec modestie sans ridiculiser l'adversaire.
- J'accepte la défaite en reconnaissant le bon travail de l'adversaire et en étant conscient que ce n'est pas une fin en soi.
- J'accepte mes erreurs et celles de mes coéquipiers.

## 5 L'esprit sportif

- J'adopte une attitude positive et constructive.
- Je supporte mes coéquipiers, alors je gagne en équipe et je perds en équipe.
- J'accepte les décisions des officiels en me rappelant qu'ils sont là pour faire appliquer le livre des règlements afin d'empêcher qu'un joueur ou une équipe jouisse d'un avantage injuste, illégal et non conforme aux règles du hockey.
- J'évite de créer des clans ou de discréditer mes entraîneurs ou mes coéquipiers.

## 6 Le dépassement de soi

- Je m'engage à fournir le meilleur de moi-même en tant que joueur de hockey et en tant qu'étudiant.
- Je m'engage à avoir des objectifs et travailler pour les atteindre en respectant les règlements et les politiques en place.

## 7 L'engagement

- Je m'engage à respecter mon code de conduite ainsi que tous les règlements, lois et politiques qui s'y rattachent.
- Je m'engage à respecter mes obligations et les consignes de mon équipe.

## 8 La persévérance

- Je fournis un effort constant et engagé.
- J'apprends autant de la défaite que de la victoire.
- Je suis discipliné et je mets les efforts nécessaires dans mes études.
- Je fais face à l'adversité en allant chercher du soutien si nécessaire.

## 9 L'honnêteté

- Je refuse de gagner par des moyens illégaux et par tricherie.
- J'agis avec honnêteté envers les gens qui m'entourent.

## 10 La bienveillance

- J'accepte la diversité et je favorise l'inclusion en évitant toute forme de discrimination ou propos ou gestes vexatoires (raciste, homophobe, sexiste, etc.).
- Je signale les comportements inappropriés.

## RESSOURCES

### Ressources au Québec

**Centre pour le respect dans le hockey - REES**
Déposer une plainte

**Programme d'aide aux joueurs :**
soutienauxvictimes@lhjmq.qc.ca
Téléphone et texto : 1-877-650-3555

**Sport Aide :**
www.sportaide.ca
Téléphone et SMS : 1 833 211-AIDE (2433)

**Tel-jeune :**
www.teljeunes.com/Accueil
Téléphone: 1 800 263-2266
Texto : 514 600-1002

**Jeunesse J'écoute:**
www.jeunessejecoute.ca
Téléphone : 1-800-668-6868

**Drogue : aide et références**
https://www.aidedrogue.ca/
Téléphone : 1 800 265-2626

**Jeu : aide et références**
https://aidejeu.ca/
Téléphone : 1 800 461-0140

**Association canadienne pour la santé mentale (ACSM) :**
**Programme « Retrouver son entrain »**
https://bounceback.cmha.ca/

**Ressources générales grand public :**
- Tel Aide : 514-935-1105 /www.telaide.org
- Info Santé : 811
- Ligne de prévention du suicide : 1-866-277-3553

**Info-aide violence sexuelle**
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Téléphone : (sans frais) : 1 888 933-9007
Urgence : 9-1-1

**Regroupement québécois des centres d'aide et de lutte contre les agressions à caractère sexuel**
http://www.rqcalacs.qc.ca/
Téléphone :
région de Montréal : 514 529-5252
(sans frais) : 1 877 717-5252
Courriel : info@rqcalacs.qc.ca

**Cyberaide!ca**
https://www.cybertip.ca/fr/nous-contacter/
1 866 658-9022

**Centre canadien pour la santé mentale dans le sport (CCSMS)**
info@ccmhs-ccsms.ca
1 833 462-2647

### Ressources dans les provinces maritimes

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Téléphone : 1 833 456-4566 / Texto : 45645

**Association canadienne des centres contre les agressions à caractère sexuel (ACCCAS)**
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Téléphone: (604) 876-2622
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# Code de conduite du PERSONNEL

## NOS VALEURS

### 1 Le respect de soi, des autres et des règlements

- Je respecte les règlements et les politiques de la LHJMQ et de l'équipe, et toutes les lois en vigueur.
- Je considère chaque joueur avec respect et équité.
- J'ai un langage et un comportement appropriés envers les joueurs, la LHJMQ, les officiels, les spectateurs et les équipes adverses.
- Je fais preuve de courtoisie et de respect envers mes collègues ainsi que les gens de la communauté, et ce peu importe leur genre, identité ou origine ethnique.

### 2 L'intégrité

- Je respecte mon pouvoir en tant que membre du personnel en préservant l'intégrité physique et mentale des joueurs
- J'exerce une influence positive et je suis un modèle pour les joueurs.
- J'utilise judicieusement mon autorité et j'agis toujours dans le meilleur intérêt de l'ensemble des joueurs, de l'équipe et de la ligue.
- Je considère que le développement de la personne est aussi important que le développement du joueur de hockey.
- Je sensibilise les joueurs aux problèmes de consommation d'alcool et de drogues ainsi qu'au jeu pathologique.
- J'évite toute consommation d'alcool qui pourrait entraîner une situation problématique.
- Je choisis intelligemment et avec respect les commentaires que je fais à travers les médias traditionnels ou sociaux.
- J'encourage les activités d'intégration, mais j'interdis toute activité humiliante, illégale, dangereuse tel que le bizutage.

### 3 La sécurité

- Je reste maître de moi-même afin de communiquer de façon adéquate avec les joueurs.
- Je m'assure que l'équipement et les installations sportives respectent le niveau de développement des joueurs et les principes de sécurité.
- J'informe les joueurs des dangers inhérents à la pratique de hockey.
- Je respecte le temps de convalescence d'un joueur lorsqu'il est blessé ou malade.

### 4 La dignité

- J'accepte la victoire avec modestie sans ridiculiser l'adversaire.
- Je reconnais dignement la performance de l'adversaire dans la défaite.

### 5 L'esprit sportif

- J'adopte une attitude positive et constructive.
- J'accepte les décisions des officiels en me rappelant qu'ils sont là pour faire appliquer le livre des règlements.
- J'évite de créer des clans ou de discréditer les joueurs, mon organisation ou la LHJMQ.

### 6 Le dépassement de soi

- Je m'engage à fournir le meilleur de moi-même.
- Je favorise le développement de la confiance en soi et de l'estime de soi.
- Je m'engage à avoir des objectifs réalistes pour les joueurs et leur communiquer efficacement.

### 7 L'engagement

- Je m'engage à respecter mon code de conduite ainsi que tous les règlements, lois et politiques qui s'y rattachent.
- Je véhicule les valeurs du sport par chacun de mes comportements.
- J'honore mes engagements écrits et verbaux face aux joueurs, mon organisation et la ligue.

### 8 La persévérance

- Je souligne le travail et la persévérance des joueurs.
- Je privilégie la réussite scolaire des joueurs à l'intérieur d'objectif sportifs.
- Je fais face à l'adversité en allant chercher le soutien nécessaire.

### 9 L'honnêteté

- Je refuse de gagner par des moyens illégaux et par tricherie.
- Je fais preuve d'honnêteté envers les joueurs et mon organisation.

### 10 La bienveillance

- Je place le bien-être des joueurs au cœur de mes priorités et j'accorde une importance à leur santé mentale
- Je signale les comportements inappropriés.
- J'accepte la diversité et je favorise l'inclusion en évitant toute forme de discrimination ou propos ou gestes vexatoires (raciste, homophobe, sexiste, etc.).

## RESSOURCES

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# CODE D'ÉTHIQUE DES JOUEURS DE LA LIGUE DE HOCKEY JUNIOR MAJEUR DU QUÉBEC

## 1) BUT DU CODE D'ÉTHIQUE :

### 1.1) Déclaration de principe

La raison d'être de la ligue et de ses équipes est de contribuer au développement des jeunes joueurs de seize à vingt ans, en vue de les faire progresser vers les plus hauts circuits de hockey professionnels. L'engagement formel de la ligue et de ses équipes envers les joueurs de cet âge, envers leurs parents et envers la population en général, dépasse largement la déclaration de principe décrite au paragraphe précédent : la ligue et les équipes se doivent d'assurer le développement optimal et préserver l'intégrité du joueur sur le plan de la capacité et de la condition physique et mentale, et d'assurer une continuité scolaire de qualité permettant au joueur de poursuivre ses études de façon normale après ses années dans la LHJMQ.

### 1.2) Mission

La LHJMQ a pour mission de faire évoluer le hockey par l'encadrement sportif et académique de ses joueurs d'élite dans un environnement sécuritaire et formateur pour les préparer à leur vie d'adulte.

### 1.3) Valeurs

- Le respect de soi, des autres et des règlements
- L'intégrité
- La sécurité
- L'éducation
- L'esprit sportif
- Le dépassement de soi

### 1.4) Principe de discrimination

La ligue souscrit entièrement au principe fondamental que toute personne a droit à la reconnaissance et à l'égalité des droits et libertés de la personne en pleine égalité, sans distinction, exclusion ou préférence fondées, non limitativement, sur la race, le sexe, la couleur, la religion, la langue, l'origine ethnique ou nationale, l'orientation sexuelle, le handicap, le statut ou la condition sociale ou en relation avec tout autre motif de discriminations prohibé par la loi. De ce fait, la LHJMQ s'engage à ne tolérer aucun comportement ou toute forme de discrimination tel qu'indiqué dans sa politique antidiscriminatoire.

### 1.5) Prévention de la violence

Dans le cadre de sa mission de lutte contre la violence dans le hockey, la ligue s'est dotée d'une charte relative à la prévention de la violence. Elle s'engage à protéger la santé des joueurs et l'image du sport en condamnant tous comportements violents non conformes aux règles de jeu.

### 1.6) Les médias sociaux

La LHJMQ comprend et apprécie l'importance du réseautage social à l'égard des vies personnelles et professionnelles de ses acteurs. Ce forum immédiat et public permet des opportunités uniques

de créer des liens et d'effectuer des promotions, cependant il s'agit aussi d'une plateforme pour la prolifération de comportements qui peuvent être inappropriés ; des comportements qui peuvent être proliférés au détriment de la Ligue et de ses acteurs. De ce fait, la ligue s'est dotée d'une politique officielle sur les médias sociaux afin de protéger toutes les parties contre le harcèlement, les gestes ou comportements inappropriés, peu importe les intentions.

**1.7) Prévention de l'usage de substances interdites**

La LHJMQ s'est dotée d'une politique antidopage afin de protéger la santé et la sécurité des joueurs ainsi que l'image du sport. Chaque saison, les joueurs reçoivent une formation en ligne pour les sensibiliser aux conséquences de l'usage de substances interdites. Des contrôles antidopage ont également lieu durant la saison régulière, durant les évènements de la Ligue canadienne de hockey (LCH) et durant les séries éliminatoires.

**1.8) Politique scolaire**

La LHJMQ s'est dotée d'une politique scolaire afin d'encadrer ses joueurs dans leur parcours scolaire et les aider à devenir des citoyens responsables et éduqués. Tous les joueurs ont l'obligation de suivre des cours reconnus par la LHJMQ et la direction et le personnel des équipes doivent les accompagner dans leur cheminement scolaire.

**À ce titre, le présent code d'éthique a été établi dans le but de sauvegarder et de promouvoir ces orientations tout en protégeant les joueurs et la réputation de la LHJMQ. Il détermine des attitudes et des comportements jugés appropriés pour une saine pratique du hockey au sein de la ligue et pour l'image de celle-ci.**

## 2) CHAMP D'APPLICATION :

Ce code d'éthique s'applique à tous les joueurs de la LHJMQ.

## 1) AUTORITÉ ET RÉVISION DU CODE :

Le présent code d'éthique est sous l'autorité de la direction de la LHJMQ. Des règles peuvent être soit modifiées ou ajoutées après approbation lors des réunions des gouverneurs de la LHJMQ.

## 2) PRINCIPES, VALEURS ET MODALITÉS D'OPÉRATION :

### 4.1) Principes et valeurs fondamentales :

Le code d'éthique de la LHJMQ repose sur quatre (4) principes directeurs et priorise six (6) valeurs fondamentales :

4.1.1) Tous les joueurs ont comme obligation d'adhérer aux règlements de la LHJMQ.

4.1.2) Ce code d'éthique sert de guide pour les joueurs dans leur propre conduite quant à leurs comportements et ceux à éviter dans un souci de respecter les six (6) valeurs

fondamentales promues par la ligue: le respect, l'intégrité, la sécurité, l'éducation, l'esprit sportif et le dépassement de soi.

4.1.3) Les joueurs doivent intégrer et démontrer dans leurs attitudes et leurs comportements, les valeurs ciblées par la LHJMQ et veiller à respecter en tout temps l'esprit et les exigences particulières du présent code d'éthique.

4.1.4) La mission, les valeurs, les politiques et les règlements de la ligue, le code d'éthique ainsi que la sécurité et le bien-être des joueurs doivent toujours prévaloir et ils ne doivent jamais être sacrifiés au profit de la gloire personnelle ou de la victoire à tout prix.

**4.2) Modalités d'opération :**

4.2.1) Les dirigeants de chaque équipe : Ils ont la responsabilité de prêcher par l'exemple, de respecter le code d'éthique et toutes les politiques qui s'y rattachent, de les faire connaître aux membres du personnel de leur équipe et aux joueurs, de leur rappeler qu'ils doivent respecter les règles d'éthiques indiquées et s'il le faut, d'orienter leur conduite en fonction de ce code et des politiques qui s'y rattachent. Les dirigeants des équipes ont aussi la responsabilité d'intervenir rapidement lorsqu'un problème survient et d'en informer immédiatement la directrice des services aux joueurs et le commissaire de la LHJMQ. Cette mesure est dans le but de s'assurer que la situation ne dégénère pas et que des mesures appropriées soient prises dans un délai raisonnable.

4.2.2) Les dirigeants de la ligue : Ils ont pour leur part, la responsabilité de respecter le code d'éthique et toutes les politiques qui s'y rattachent, de s'assurer de faire respecter ces règles et de prendre des mesures adéquates pour régler les dérogations.

Les dirigeants des équipes et de la ligue s'engagent à offrir tout le soutien nécessaire aux joueurs et aux membres du personnel impliqués lors de la gestion de la situation. Les équipes et la ligue s'engagent également à tenir informé les parents ainsi que les agents s'il y a lieu.

Si une équipe décide de libérer un joueur à la suite d'un comportement problématique, elle devra en informer rapidement la ligue afin qu'il y ait une évaluation de la situation et qu'un suivi puisse être fait auprès du joueur.

**À cet effet, les dirigeants des équipes et de la ligue ont comme rôle d'évaluer chaque situation de manquement au code d'éthique et d'émettre soit un avertissement, une sanction ou une mesure disciplinaire selon la gravité de la situation et des conséquences encourues.**

## 5) DEVOIRS ET OBLIGATIONS DES JOUEURS :

Pour bénéficier au maximum de la pratique du hockey dans la LHJMQ, les joueurs doivent adopter des attitudes et des comportements qui découlent des valeurs préconisées dans la ligue. Les joueurs qui évoluent dans la LHJMQ doivent se conformer aux règles suivantes :

| VALEURS | RÈGLES |
|---|---|
| **Respect** | 5.1) Démontrer un grand respect envers : la direction et le personnel de la ligue et de l'équipe, ses coéquipiers, les officiels, les adversaires, sa famille de pension, les lieux de pratique, les personnes du sexe opposé ainsi que les partisans.<br>5.2) Respecter son corps en ne consommant pas de drogues et en adoptant une bonne hygiène de vie*(voir note plus bas).<br>5.3) Respecter les règlements et les politiques de la LHJMQ et de l'équipe.<br>5.4) Éviter toutes formes de discrimination. |
| **L'intégrité** | 5.5) Avoir un comportement exemplaire sur et hors de la patinoire afin d'être un bon ambassadeur pour son organisation et pour la ligue.<br>5.6) Éviter toute consommation de drogues et d'alcool*(voir note plus bas).<br>5.7) Ne pas avoir une influence négative sur ses coéquipiers.<br>5.8) Ne jamais rendre public des commentaires des entraîneurs, des joueurs, de la direction, de la Ligue, des officiels et de soi-même qui pourraient être nuisibles légalement, éthiquement ou moralement à travers les médias traditionnels ou sociaux.<br>5.9) Ne pas organiser une activité potentiellement humiliante, dégradante, abusive ou dangereuse du type initiation à laquelle des membres de l'équipe exigent qu'un joueur (recrue ou non) y participe.<br>5.10) Ne jamais menacer quelqu'un ou partager des photos ou des vidéos à caractère pornographique. |
| **La sécurité** | 5.11) Rester maître de soi-même afin que le hockey, un sport robuste, ne devienne un sport violent.<br>5.12) Être conscient de ses responsabilités vis-à-vis la sécurité des adversaires<br>5.13) Respecter les règles du jeu afin de ne pas nuire à sa sécurité et à celles des autres. |
| **L'éducation** | 5.14) Jouer pour s'amuser en se rappelant que le hockey n'est pas une fin en soi, mais un moyen pour se développer comme joueur et comme individu.<br>5.15) Apprendre autant de la défaite que de la victoire.<br>5.16) Être discipliné et mettre les efforts nécessaires dans ses études. |
| **L'esprit sportif** | 5.17) Adopter une attitude positive<br>5.18) Observer rigoureusement les règles du jeu et le code d'éthique et accepter les décisions des officiels en se rappelant qu'ils sont là pour faire appliquer le livre de règlements afin d'empêcher qu'un joueur ou une équipe jouisse d'un avantage injuste, illégal et non conforme aux règles de pratique du hockey.<br>5.19) Éviter de créer des clans ou de parler négativement de ses entraîneurs ou de ses coéquipiers afin de ne pas mettre en péril l'esprit d'équipe. |
| **Le dépassement de soi** | 5.20) Fournir le meilleur de soi-même en tant que joueur de hockey.<br>5.21) Fournir le meilleur de soi-même dans ses études.<br>5.22) Avoir des objectifs réalistes et espérer les atteindre en respectant les règlements et les politiques en place. |

***Hygiène de vie :** Cela signifie avoir une bonne alimentation et un nombre d'heures de sommeil adéquat. Cela signifie aussi se protéger lors d'une relation sexuelle afin d'éviter les infections transmises sexuellement.

***Drogues :** Bien que la consommation de cannabis devienne légale pour les personnes de 21 ans et plus, cette substance demeure sur la liste des produits interdits de l'Agence mondiale antidopage (AMA) et il y a aura des sanctions si un joueur a un contrôle antidopage positif. Son usage est strictement défendu dans la LHJMQ.

***Alcool :** La consommation d'alcool est autorisée pour les joueurs en âge d'en consommer. Toutefois, ils ne doivent pas en faire une consommation abusive, ils ne doivent pas conduire leur véhicule avec les facultés affaiblies et ils doivent s'assurer que cette consommation ne nuit pas à leurs comportements et à leurs performances sportives. Tout comportement inapproprié sous l'effet de l'alcool sera sanctionné.

**Programme d'aide aux joueurs (PAJ) :**

À la suite de l'adoption d'une politique antidopage dans la Ligue canadienne de hockey, un programme d'aide aux joueurs a été mis en œuvre. Ce programme d'aide ne se limite toutefois pas uniquement au dopage sportif et touche également d'autres problèmes auxquels peuvent être confrontés les joueurs et leur entourage. Il est conçu afin d'aider les joueurs à mieux gérer des défis dans leur vie et résoudre des problèmes personnels et/ou au sein de l'équipe, avant que ceux-ci ne deviennent plus sérieux. Le programme offre également différents conseils. L'aide aux joueurs peut être fournie par une personne ressource identifiée dans l'équipe, un intervenant à l'externe ou par la directrice du PAJ. Les joueurs qui ne respectent pas le code d'éthique peuvent être référés au PAJ.

**Le présent code d'éthique a été inspiré des codes d'éthique de Hockey-Canada, Hockey-Québec ainsi que ceux des athlètes olympiques et de l'UNESCO (Éducation physique et sport).**

LIGUE DE HOCKEY JUNIOR MAJEUR DU QUÉBEC
QUEBEC MAJOR JUNIOR HOCKEY LEAGUE

# Programme d'aide aux joueurs (PAJ)

Le programme d'aide aux joueurs (PAJ) a été conçu afin de sensibiliser les joueurs sur différents sujets ainsi que de leur permettre de mieux gérer des défis dans leur vie et de résoudre des problèmes personnels.

Les membres du personnel des équipes et de la LHJMQ peuvent également se référer au programme d'aide.

Les familles d'accueil ou les parents peuvent se référer au programme mais cela doit être en fonction du bien-être d'un joueur et non pas pour régler leurs problèmes personnels.

Les gens peuvent recevoir du soutien en personne, par courriel ou par téléphone grâce à une ligne sans frais. Ce soutien peut être donné par une personne ressource identifiée dans l'équipe, un membre du personnel de l'équipe, par la directrice des services aux joueurs ou par un intervenant à l'externe.

À partir de l'âge de 14 ans, 16 ans dans les Maritimes, il n'est pas obligatoire d'informer les parents lorsqu'une intervention est faite auprès d'un joueur. Toutefois, dans certaines circonstances et après discussion avec le joueur, les parents pourraient être informés de la situation. Bien que la majorité des joueurs n'habitent pas chez leurs parents pendant la saison de hockey, ceux-ci ont toujours des responsabilités face à leurs enfants et devront, dans certains cas, être impliqués dans les démarches. Chaque cas sera évalué de façon individuelle.

**Confidentialité**

L'aspect confidentialité est un élément important dans ce programme et le joueur ainsi que toute autre personne qui se réfère au PAJ doivent sentir qu'ils peuvent y avoir recours en toute confiance.

Les consultations sont entièrement confidentielles, dans les limites définies par la loi. Par exemple si la sécurité d'un joueur ou celle d'une autre personne est menacée, certaines informations pourront être divulguées (ex. : idées suicidaires, comportement violent, acte criminel).

Le joueur doit être consentant pour se référer au programme d'aide ou suivre une thérapie. Il devra parfois entamer les démarches lui-même ou avec le soutien de la directrice des services aux joueurs, une personne ressource ou un membre du personnel des équipes.

Afin de préserver l'aspect confidentialité, le joueur ne suivra pas de thérapie de groupe.

**Un réseau d'intervenants à l'interne**

Les joueurs qui ont besoin d'aide, ont toujours le choix de se confier à qui ils veulent. S'ils ne sont pas à l'aise avec la personne ressource identifiée, ils pourront toujours se tourner vers quelqu'un au sein de l'équipe, vers la directrice des services aux joueurs ou vers d'autres services.

La personne ressource sélectionnée dans l'équipe n'empêche pas le médecin, le thérapeute ou

toute autre personne au sein de l'équipe de collaborer au programme d'aide ou même d'assumer le rôle de personne ressource à l'occasion.

**Un réseau d'intervenants à l'externe**

Un réseau d'intervenants externe (psychologue, travailleurs social, intervenants en toxicomanie, médiateurs, nutritionniste, etc.) doit être formé dans chaque région où évolue une équipe de la LHJMQ. La liste de ces intervenants doit être envoyée à la directrice des services aux joueurs.

Les coordonnées de ces intervenants à l'externe sont dans **un répertoire de ressources** accessible à tous les joueurs et membres du personnel des équipes.

Les intervenants externes feront des interventions auprès des joueurs selon leurs champs de compétences.

**Comité indépendant**

Un comité indépendant a été formé afin d'être consulté pour faire des recommandations sur les différents problèmes auxquels sont confrontés les joueurs ainsi que pour développer de nouveaux outils et des stratégies pour mieux sensibiliser les joueurs et les membres du personnel des équipes. Ce comité a aussi comme mandat de participer à la gestion de certaines situations problématiques.

Membres du comité du programme d'aide aux joueurs :

- François Bernier, policier à la retraite du SPVM, personne-ressource pour l'Armada de Blainville-Boisbriand
- Patrice Bernier, ancien joueur professionnel de soccer, ancien joueur de la LHJMQ, superviseur post-formation à l'Académie de l'Impact de Montréal, analyste TVA Sport
- Lyne Chantal Boudreau, professeure et chercheure en administration de l'éducation à l'Université de Moncton et consultante en éducation, conférencière avec EL2ES Inc.
- François Boisvert, éducateur spécialisé, Clinique Syna-Psy, personne-ressource pour les Cataractes de Shawinigan
- Sylvain Croteau, directeur général de Sport Aide
- Simon Gagné, ancien joueur de la LHJMQ et avocat chez LAVERY, DE BILLY, S.E.N.C.R.L.
- Sylvain Guimond, psychologue sportif, conférencier et auteur de plusieurs livres
- Isabelle Leclaire, responsable Sport d'Excellence, entraîneuse chef hockey féminin, Carabins de l'Université de Montréal

**Le rôle de la directrice des services aux joueurs dans le PAJ :**

Cette personne possède des connaissances sur les drogues et les produits dopants, les lois, ainsi qu'une formation et une expérience de travail en psychologie, en relation d'aide, en service social ou dans tout autre domaine connexe. Elle doit travailler sous le couvert de la confidentialité.

Son mandat consiste à :

- siéger sur le comité du PAJ ;
- répondre aux différentes demandes d'aide des joueurs et de leur entourage;
- pouvoir faire une première évaluation lorsque cela s'avère nécessaire;
- référer les joueurs ou membres du personnel des équipes vers des ressources ou aider la personne ressource à orienter le joueur vers les ressources appropriées;
- assurer un suivi auprès des joueurs ou autres personnes qui se réfèrent au PAJ;
- offrir un processus de médiation;
- proposer des outils et des stratégies aux joueurs pour atteindre leurs objectifs;
- assister et soutenir les différents intervenants dans le cas d'un test antidopage positif, d'un problème de consommation ou de comportement;
- assister les équipes dans les situations problématiques;
- gérer les situations de crise;
- sensibiliser la ligue et les équipes sur les différentes problématiques auxquels sont exposés les joueurs et membres du personnel des équipes;
- rédiger des politiques et autres documents d'information;
- fournir la documentation et les informations nécessaires sur le programme d'aide de la LHJMQ;
- documenter et tenir à jour les dossiers du programme d'aide.

**Le rôle de la personne ressource dans chaque équipe**

Lorsqu'une personne ressource est identifiée au sein d'une équipe, celle-ci doit travailler sous le couvert de la confidentialité. Elle est désignée pour **sensibiliser** les joueurs, les **conseiller** et **assurer un suivi** lorsqu'une situation problématique se présentera. **Assurer un suivi** signifie que la personne ressource vérifie comment le joueur se sent face à la situation, intervient si c'est dans ses compétences ou fait le suivi si le joueur est référé à une ressource externe.

Son mandat consiste à :

- rencontrer les joueurs et les informer de l'existence d'un programme d'aide aux joueurs en leur présentant le programme tel que décrit dans le présent document;
- fournir toutes les informations et la documentation sur le programme d'aide;
- établir un réseau, une liste d'intervenants dans la région où évolue l'équipe et ce, le plus tôt possible. Ce réseau devrait contenir au minimum un intervenant ou une intervenante en toxicomanie, un ou une psychologue et un travailleur social ou une travailleuse sociale ;

- soutenir les joueurs en s'intéressant aux différentes situations qu'ils vivent et travailler de concert avec la directrice des services aux joueurs et les autres membres du personnel de l'équipe lorsque survient une situation problématique chez un joueur ;

- porter assistance au joueur ou à l'équipe et/ou référer aux ressources adéquates si nécessaire. Cette intervention peut se faire en collaboration avec la directrice des services aux joueurs et les autres membres du comité ;

- assurer un suivi auprès d'un joueur lorsqu'elle a été informée que celui-ci démontre un comportement problématique, doit suivre une thérapie ou a commis une infraction au dopage ;

- tenir informé la directrice du programme des services aux joueurs et faire un rapport de ces interventions à la fin de la saison.

**Directives du PAJ et procédures entourant un incident**

**Responsabilités :**

La ligue a la responsabilité de développer des programmes et d'établir des règlements et des politiques pour s'assurer que les joueurs évoluent dans un milieu sécuritaire et pour s'assurer de leur bien-être. Ces mesures sont mises en place car ce sont des jeunes de 15 à 20 ans dans une période de leur vie où ils sont plus vulnérables car ils sont en transition entre l'adolescence et le jeune adulte et subissent les pressions du milieu sportif. Ils sont encore en développement et n'ont également pas toujours la maturité nécessaire pour prendre les bonnes décisions.

Les clubs ont la responsabilité de l'encadrement des joueurs car la majorité habitent dans des familles de pension, ce qui fait que les parents ne peuvent exercer pleinement leur autorité et leurs responsabilités. Les clubs doivent connaître les règlements et les politiques de la ligue et les faire appliquer au sein de leur organisation. Ils ont aussi la responsabilité de sensibiliser leurs joueurs et d'établir des règles claires.

Ils se doivent d'intervenir rapidement lorsqu'un problème survient et d'en informer immédiatement la directrice des services aux joueurs et le commissaire de la LHJMQ. Cette mesure est dans le but de s'assurer que la situation ne dégénère pas et que des mesures appropriées soient prises dans un délai raisonnable. Les clubs et la Ligue s'engagent à offrir tout le soutien nécessaire aux joueurs et aux membres du personnel impliqués lors de la gestion de la situation. Les clubs et la Ligue s'engagent également à tenir informé les parents ainsi que les agents s'il y a lieu.

Si un club décide de libérer un joueur à la suite d'un comportement problématique, elle devra en informer rapidement le Bureau du commissaire afin qu'il y ait une évaluation de la situation et qu'un suivi puisse être fait auprès du joueur.

**Procédures :**

Situation rapportée ou incident « X » (problème de santé mentale, idées suicidaires, harcèlement, intimidation, discrimination, consommation de drogues et d'alcool abusivement, jeu pathologique, actes criminels, autres situations qui peuvent nuire au bien-être d'un joueur ou d'une autre personne et qui peuvent causer préjudice aux équipes et à la ligue).

Les procédures à suivre sont :

- communiquer avec la directrice des services aux joueurs ;

- suivi rapide auprès du commissaire et du directeur des communications fait par la directrice des services aux joueurs lors d'un incident ;

- analyse de la situation faite dans un délai raisonnable par la directrice des services aux joueurs et des membres du comité. Cette analyse se fera en collaboration avec le club et toutes les personnes concernées ;

- recommandations faites le plus rapidement possible à l'équipe impliquée afin de l'aider à gérer la situation ;

- conclusion du dossier avec recommandations remises au commissaire ;

- décision du commissaire remis aux comité et à l'équipe impliquée s'il y a matière à sanction ou si des mesures doivent être prises.

- Lorsqu'il y a une intervention policière qui nécessite une enquête, les clubs ont l'obligation d'en informer le plus rapidement possible la directrice des services aux joueurs et le commissaire de la LHJMQ.

- Les situations qui démontrent un manque d'éthique professionnelle de la part d'un membre du personnel d'un club ou de toute autre personne en position d'autorité sur les joueurs (professeur, famille de pension, etc.) doivent également être rapportées. Enfin les clubs ont également l'obligation de rapporter toute situation qui risque de faire les manchettes et/ou de dégénérer telles qu'un conflit, des menaces, un comportement inapproprié envers des fans ou encore une mauvaise utilisation des médias sociaux.

**Intervention**

Lorsqu'il y aura une intervention à faire auprès du joueur, celle-ci sera faite par la directrice des services aux joueurs ou un autre professionnel (psychologue, travailleur social, avocat, etc.) qui sera tenu par le secret professionnel. Aucune information ne sera partagée sauf si le joueur signe un formulaire de consentement de divulgation de renseignement personnel et autorise une de ces personnes à divulguer des informations à une ou des personnes désignées. Dans le cas où le joueur informerait directement la directrice des services aux joueurs d'une situation problématique et que le club n'est pas au courant, elle devra également, par respect de son code de déontologie, faire signer le formulaire de consentement de divulgation de renseignement personnel avant de pouvoir partager l'information avec qui que ce soit.

**Sanction**

Le bureau du commissaire et les équipes doivent également sanctionner tout comportement jugé inapproprié de l'un ou l'autre de ses joueurs, et ce, de façon équitable. La décision de la sanction se fera après avoir pris connaissance de tous les éléments du dossier ainsi qu'en tenant compte de l'âge du joueur (mineur ou majeur) et de la gravité de la situation.

Un club qui omet d'informer le commissaire et la directrice des services aux joueurs d'une situation problématique telle qu'indiquée dans les paragraphes sous « Procédures », devra fournir des explications afin de justifier sa décision. Dans le cas où il n'y a aucune raison valable et un manquement, le club s'expose à une sanction.

**Programme d'aide aux joueurs dans le cadre de la politique antidopage de la LCH**

**Déclaration d'un joueur avant un contrôle antidopage**

Advenant qu'un joueur déclare avoir fait ou faire usage de substances interdites par l'AMA avant d'avoir été sélectionné pour un contrôle antidopage, il devra se soumettre à une évaluation afin de vérifier s'il est nécessaire qu'il suive une thérapie auprès d'un professionnel de la santé ou d'un organisme reconnu par la LHJMQ. Si tel est le cas, le joueur sera orienté le plus rapidement possible vers une ressource adéquate et ne fera pas l'objet de sanction si, dans le cadre d'une procédure de contrôle antidopage, il subit un test démontrant un résultat positif dû à l'utilisation d'une ou des substances déclarées et pour laquelle il est présentement suivi en thérapie. Dans le cas d'un contrôle antidopage révélant la présence d'une substance interdite non déclarée par le joueur, celui-ci sera sanctionné selon le règlement identifié dans la politique antidopage

Le joueur identifié devra signer le contrat d'engagement du programme d'aide et respecter ses engagements. Il devra se présenter à ses rendez-vous et suivre sa thérapie jusqu'au bout. Si un joueur ne respecte pas ses engagements, il sera réévalué et pourrait être exclu du programme d'aide et de l'équipe. Cela signifie également qu'il pourrait être ciblé par un contrôle antidopage et être sanctionné si ce dernier s'avérait positif.

Un joueur qui est en thérapie sera réévalué dans un délai de trois mois afin de vérifier les progrès et s'il doit poursuivre sa thérapie. Tant que le joueur est en thérapie et qu'il respecte ses engagements, il ne fera pas l'objet de sanction si, dans le cadre d'une procédure de contrôle antidopage, il subit un test démontrant un résultat positif dû à l'utilisation d'une ou des substances déclarées.

Si, après une déclaration et à la suite d'une évaluation, un joueur n'a pas besoin de suivre une thérapie, il recevra un avertissement et devra cesser toute consommation afin d'éviter de subir un contrôle antidopage positif s'il est sélectionné au hasard. Dans le cas de l'usage de marijuana, le comité de discipline tiendra compte de la raison et de la date à laquelle le joueur a déclaré avoir fait usage de cette substance afin de déterminer le niveau de consommation et s'il y a une infraction au dopage dans le cas ou il devrait subir un contrôle antidopage.

**Déclaration d'un joueur après un contrôle antidopage**

Advenant qu'un joueur déclare avoir fait ou faire usage de substances interdites par l'AMA lors du contrôle antidopage ou après s'il est contrôlé positif, il devra se soumettre à une évaluation afin de vérifier s'il est nécessaire qu'il suive une thérapie auprès d'un professionnel de la santé ou d'un organisme reconnu par la LHJMQ. Si tel est le cas, le joueur sera orienté le plus rapidement possible vers une ressource adéquate. Cependant s'il est reconnu coupable d'une infraction au dopage, il sera exposé à une sanction suite à la décision du comité de discipline. Pendant cette sanction, il pourra toutefois poursuivre sa thérapie et recevoir l'aide nécessaire pour traverser cette épreuve.
Le joueur identifié devra signer le contrat du programme d'aide et respecter ses engagements. Il devra se présenter à ses rendez-vous et suivre sa thérapie jusqu'au bout. Si un joueur ne respecte pas ses engagements, il sera réévalué et pourrait être exclu du programme d'aide et de l'équipe. Cela signifie également qu'il pourrait être ciblé par un contrôle antidopage, être sanctionné à nouveau si ce dernier s'avérait positif et être suspendu par la ligue.

Un joueur qui est en thérapie sera réévalué dans un délai de trois mois afin de vérifier les progrès et s'il doit poursuivre sa thérapie. Par la suite, même si le joueur a déjà été sanctionné, s'il est en

thérapie et qu'il respecte ses engagements, il ne fera pas à nouveau l'objet de sanction si, dans le cadre d'une procédure de contrôle antidopage, il subit un test démontrant un résultat positif dû à l'utilisation d'une ou des substances déclarées. Cependant un joueur qui a commis une infraction au dopage pourrait être ciblé à nouveau par un contrôle antidopage à la fin de sa thérapie.

Dans les deux cas, les mesures s'appliquent uniquement pour une saison. Si le joueur continue à évoluer pour la LHJMQ, il devra être réévalué au début de la saison suivante et poursuivre sa thérapie s'il y a lieu. Le joueur devra cependant démontrer des signes d'amélioration après un suivi prolongé.

LIGUE DE HOCKEY JUNIOR MAJEUR DU QUÉBEC
QUEBEC MAJOR JUNIOR HOCKEY LEAGUE

# CHARTE RELATIVE À LA PREVENTION DE LA VIOLENCE DANS LA LIGUE DE HOCKEY JUNIOR MAJEUR DU QUÉBEC

Dans le sport, comme ailleurs, les comportements violents sont sources de souffrances pour les victimes et entraînent des responsabilités légales, financières et morales pour les organisations sportives et les auteurs de ces violences. La violence, de façon communément admise, se caractérise par une action sur une personne (ou bien le fait de faire agir la personne contre sa volonté) en employant la force et l'intimidation ; autrement dit, elle est une contrainte imposée qui provoque la douleur, la peine ou l'humiliation.

Dans le sport, comme ailleurs, chaque personne a le devoir de partager la responsabilité visant à identifier et à prévenir tous comportements violents commis à l'extérieur des règlements et des lois.

Une attitude de respect et de rejet des différents comportements violents peut contribuer à leur prévention aussi bien à l'intérieur qu'à l'extérieur des structures sportives.

Dans cet objectif, **la Ligue de hockey junior majeur du Québec (LHJMQ),** dans le cadre de sa mission de lutte contre la violence dans le hockey,

- **adopte une charte** visant explicitement la condamnation de tous comportements violents non conformes aux règles de jeu. Cette charte incite les équipes de la LHJMQ à promouvoir une attitude préventive et à respecter les règlements. Elle incite également à la vigilance à l'égard des comportements violents, à la bienveillance à l'égard des victimes et à la mise en œuvre de sanctions appropriées, de procédures de plainte et de soutien,

- **s'engage à** appliquer une politique antiviolence assortie de sanctions appropriées prenant en compte les spécificités de son sport, des équipements sportifs utilisés et du public concerné. Cette politique antiviolence fournit à LHJMQ des moyens d'action rapides, justes et nécessaires lorsqu'un incident lié à un comportement violent survient,

- **protège** la santé des joueurs et l'image du sport**,**

- **reconnaît** que le hockey est un sport de rapidité, de contacts physiques et de robustesse,

- **proclame** comme valeur première le respect**,**

- **rappelle** la responsabilité des équipes d'offrir aux joueurs un environnement où règne le respect mutuel, exposant explicitement le caractère inacceptable de tous comportements violents garantissant leur sécurité, leur épanouissement et leur bien-être,

- **incite** les adultes investis d'une quelconque autorité au sein de la LHJMQ à adopter des directives claires concernant leurs rôles et responsabilités vis à vis des joueurs,

- **préconise** l'appropriation par les équipes des principes permettant de bannir tous comportements violents non conformes aux règles de jeu,

- **soutient** et appuie le travail des officiels exécuté selon les règles et les standards de la ligue,

- **encourage** les équipes à fournir les outils nécessaires et à proposer des activités d'éducation axées sur la question de la violence dans le sport,

- **propose** des moyens dans le cadre de son programme d'aide aux joueurs pour dénoncer les comportements violents et venir en aide aux personnes concernées.

LIGUE DE HOCKEY JUNIOR MAJEUR DU QUÉBEC
QUEBEC MAJOR JUNIOR HOCKEY LEAGUE

# CODE DU VESTIAIRE

Le Code du vestiaire est un engagement envers les comportements attendus des joueurs et du personnel qui fréquentent les vestiaires et l'environnement de la LHJMQ. La LHJMQ et ses équipes s'engagent à informer les joueurs et le personnel du code de conduite, des politiques, des règlements et des ressources d'aide. En signant le présent document, en tant que joueur, j'adhère au Code du vestiaire et m'engage à le respecter.

Cette saison, j'ai l'opportunité de vivre une expérience unique en évoluant pour l'équipe _____ de la LHJMQ. Je reconnais que mon appartenance à la Ligue et à l'une de ses équipes est conditionnelle à la signature du Code du vestiaire.

1. Je m'engage à respecter le code de conduite, les politiques et les règlements de la Ligue et de l'équipe, ainsi que toutes mes obligations en tant que joueur de la LHJMQ.

2. Je m'engage à respecter les lois en vigueur dans la société, et à ne commettre aucun geste qui pourrait nuire à ma sécurité ou celle d'autrui et/ou causer du tort à mon équipe, à la Ligue, à l'image du sport, à moi-même et/ou à toute autre personne.

3. Je m'engage à signaler les comportements inappropriées et à être un bon modèle afin de ne pas exercer une influence négative sur mes coéquipiers ou toute autre personne;

4. Je m'engage à participer à toutes les formations, activités et ateliers obligatoires offerts par la Ligue et l'équipe afin d'être mieux sensibiliser aux différentes problématiques, pour parfaire mon éducation et pour adopter les bons comportements.

5. Je m'engage à fournir le meilleur de moi-même en tant que joueur de hockey. La raison première de ma présence à _____est de dédier mon corps et mon esprit au succès de l'équipe ainsi qu'à mon développement de joueur de hockey;

6. Je m'engage à fournir le meilleur de moi-même dans mes études et de faire de mon année une réussite;

7. Enfin, je m'engage à démontrer un grand respect envers le personnel de l'équipe et de la Ligue, les officiels, mes coéquipiers, ma famille de pension ainsi qu'envers les gens de la communauté.

Moi, _____, j'affirme avoir pris connaissance du code de conduite, des règlements et des politiques de la LHJMQ et de l'équipe et lu tous les engagements du Code du vestiaire que je m'engage à respecter. Si l'un ou l'autre de ces engagements n'est pas respecté, je suis conscient que je m'expose à des conséquences pouvant aller jusqu'à mon expulsion de l'équipe et de la LHJMQ.

Signature du joueur : _____

Date : _____

LIGUE DE HOCKEY JUNIOR MAJEUR DU QUÉBEC
QUEBEC MAJOR JUNIOR HOCKEY LEAGUE

# CODE DU VESTIAIRE

Le Code du vestiaire est un engagement envers les comportements attendus des joueurs et du personnel qui fréquentent les vestiaires et l'environnement de la LHJMQ. La LHJMQ et ses équipes s'engagent à informer les joueurs et le personnel du code de conduite, des politiques, des règlements et des ressources d'aide. En signant le présent document, en tant que membre du personnel, j'adhère au Code du vestiaire et m'engage à le respecter.

En tant que membre du personnel pour l'équipe _____ de la LHJMQ, j'ai la responsabilité de contribuer au développement de joueurs étudiants amateurs et de les aider à devenir des citoyens accomplis et respectueux des valeurs de notre société. Je reconnais que mon appartenance à la Ligue et à l'une de ses équipes est conditionnelle à la signature du Code du vestiaire.

1. Je m'engage à respecter le code de conduite, les politiques et les règlements de la Ligue et de l'équipe, ainsi que toutes mes obligations en tant que membre du personnel d'une équipe.

2. Je m'engage à respecter les lois en vigueur dans la société, et à ne commettre aucun geste qui pourrait nuire à ma sécurité ou celle d'autrui et/ou causer du tort à mon équipe, à la Ligue, à l'image du sport, à moi-même et/ou à toute autre personne.

3. Je m'engage à signaler les comportements inappropriés et à avoir un comportement approprié afin de ne pas exercer une influence négative sur les joueurs ou toute autre personne.

4. Je m'engage à participer à toutes les formations, activités et ateliers obligatoires qui sont offerts par la Ligue et ce, afin d'être mieux sensibiliser aux différentes problématiques et mieux outiller pour les prévenir ou pour intervenir.

5. Je m'engage à placer le bien-être des joueurs au cœur de mes priorités, de préserver leur intégrité physique et mental et de privilégier leur réussite scolaire à l'intérieur d'objectif sportifs.

6. Enfin, je m'engage à démontrer un grand respect envers les joueurs, le personnel de l'équipe et de la Ligue, les officiels ainsi qu'envers les gens de la communauté.

Moi, _____, j'affirme avoir pris connaissance du code de conduite, des règlements et des politiques et lu tous les engagements du Code du vestiaire que je m'engage à respecter.

Signature : _____

Date : _____

LIGUE DE HOCKEY JUNIOR MAJEUR DU QUÉBEC
QUEBEC MAJOR JUNIOR HOCKEY LEAGUE

# Politique de prévention et de traitement de toute forme de bizutage et de pratiques d'initiation inappropriées

**Préambule**

La Ligue de hockey Junior Majeur du Québec (LHJMQ) a comme priorité le bien-être de ses joueurs. Elle s'engage à favoriser un climat de respect et à faire appliquer le Code de conduite des joueurs et celui du personnel des équipes, les politiques et les règlements. Le personnel de équipes et les joueurs s'engagent à respecter leur code de conduite, les politiques et les règlements de la LHJMQ et de leur équipe en signant leur code du vestiaire.

La LHJMQ tient à ce que ses joueurs soient bien intégrés au moyen d'activités positives qui respectent la dignité, la sécurité et le bien-être de tous, notamment le droit de participer à des activité de façon volontaire et sans obligation. La LHJMQ interdit que se tienne toute forme de bizutage ou toute pratique d'initiation inappropriée dans le cadre d'activités organisées par des joueurs ou membres du personnel des équipes.

## 1. Définition du bizutage

Le bizutage est une série de manifestations où des joueurs, plus vieux, qualifiés de « vétéran », vont user et abuser de leur supériorité née de la connaissance du milieu, du prestige de l'expérience et d'une volonté affirmée de supériorité, pour imposer à des nouveaux joueurs dans l'équipe, en position de vulnérabilité, des activités de toute nature auxquelles, dans les faits, ils ne pourront se soustraire sous l'emprise de la pression du groupe et du conditionnement qu'ils doivent y participer pour faire partie du groupe. Ce type d'activités humilie, dénigre, opprime, menace ou amène une personne raisonnable à se sentir menacée ou en danger, indépendamment de sa volonté à y prendre part.

**Voici des exemple de pratique d'initiation inappropriée (Cette liste n'est pas exhaustive).**

Exiger qu'une ou plusieurs personnes fassent les choses suivantes ou les fassent subir à d'autres :

- proférer des insultes ou utiliser un langage blasphématoire ou obscène;
- porter des vêtements causant l'embarras;
- faire un tatouage, raser la tête, procéder au perçage ou au marquage corporel;
- ridiculiser ou dévaloriser une personne ou un groupe social;
- se dévêtir ou se présenter sans vêtements dans un endroit public ou privé;
- participer à acte sexuel ou simuler un acte sexuel;
- inclure ou exclure une personne en fonction de caractéristiques particulières;
- offrir des services personnels à des joueurs plus vieux;
- faire des farces au téléphone ou harceler;
- procéder à un interrogatoire sur des sujets personnels;
- priver une personne de sommeil, de nourriture ou d'hygiène;

- donner une fessée, un coup, ou utiliser un objet pour frapper quelqu'un;
- servir de l'alcool à une personne mineure;
- consommer de l'alcool ou des drogues illégales;
- participer à un jeu ou à un concours de « calage d'alcool »;
- consommer des aliments ou des boissons au goût désagréable ou toute substance non désirée;
- détruire, abîmer ou voler des biens;
- enfermer quelqu'un dans un endroit clos ou à un endroit inapproprié;
- forcer une personne à se masturber en public;
- organiser une activité physique dégradante, humiliante ou illégale, et qui peut nuire à la sécurité d'une personne;
- participer à toute activité sans le consentement.

❖ Il est également interdit d'obliger une personne à prendre part à une pratique interdite ou de lui donner l'ordre de le faire.

**2. Interdiction**

Les activités d'initiation inappropriées sont interdites en toute circonstance, et ce, que les personnes consentent ou non à y participer. Les pratiques d'initiation inappropriées sont notamment, mais sans s'y limiter, celles mentionnées ci-dessus. Le bizutage et les activités d'initiation inappropriées sont considérées comme des infractions en vertu du Code de conduite des joueurs et des mesures disciplinaires peuvent s'appliquer pouvant aller jusqu'à être banni de la LHJMQ. Selon le contexte et les circonstances, le bizutage peut également constituer un harcèlement, un harcèlement sexuel, une forme de violence ou une discrimination en vertu de la Politique de prévention et du traitement du harcèlement et de la violence de la LHJMQ et selon les lois en vigueur.

La présente politique s'applique à tout type d'activités tel qu'un party de recrues, un party d'équipe ou toute autre activité sociale. Si les droits d'une personne ou d'un groupe sont violés par une activité d'initiation, cette dernière est alors considérée comme une séance de bizutage. Outre la participation directe à toute activité d'initiation inappropriée, le fait de participer à la planification ou à l'organisation de telles activités, de menacer un joueur à y prendre part ou d'y assister à titre de spectateur est également considéré comme la participation à une séance de bizutage, en vertu de la présente Politique sur le bizutage et les pratiques d'initiation inappropriées. Dans le cas où un joueur a des doutes quant à la convenance de toute activité future, il doit en informer la direction de son équipe ou communiquer avec un représentant du Programme d'aide aux joueurs avant de collaborer à sa planification ou d'y prendre part.

**3. Procédures**

Tout témoin, victime ou personne au courant de la tenue d'une séance de bizutage ou d'une pratique d'initiation inappropriée est invité à communiquer immédiatement avec le Centre de respect dans le hockey ou avec un représentant du Programme d'aide aux joueurs de la LHJMQ. La plainte sera traitée en toute confidentialité par le Centre de respect dans le hockey. Si l'information est dirigée vers le programme d'aide aux joueurs, le représentant orientera le joueur vers le Centre de respect dans le hockey ou toute autre ressource appropriée. Il y aura aussi une rencontre en toute confidentialité avec tout joueur ou toute personne qui, pour quelque raison que ce soit, hésite à déposer une plainte relativement à une séance de bizutage ou à une pratique d'initiation inappropriée. L'incident sera ensuite porté à la connaissance de la direction de la LHJMQ et de l'équipe qui devra prendre les mesures appropriée.

## 4. Prévention

La LHJMQ offre des ateliers de formation, des webinaires et des documents sur le bizutage et sur les comportements inappropriés. Elle a aussi en place des codes de conduite, des politiques et des règlements pour dissuader ce type de comportement et pour prendre les mesures nécessaires en cas de problème.

## 5. Ressources

Plusieurs ressources sont disponibles et la LHJMQ encourage tous les joueurs ou toute autre personne concernée à s'y référer.

Pour toute urgence, composer le 9-1-1

Le Centre de respect dans le hockey

Le programme d'aide aux joueurs
soutienauxvictimes@lhjmq.qc.ca
1 877 650-3555

Ligne d'assistance sportive canadienne
info@abuse-free-sport.ca
1 888 837-7678

Sport Aide :
www.sportaide.ca
1 833 211-AIDE (2433)

Sport sécuritaire Nouveau-Brunswick
https://safesportnb.ca/
1 800 758-9412

# Politique antidopage de la LCH

**Adoptée par la LCH, juin 2008**

**Mise à jour en septembre 2021**

## ARTICLE 1 PRÉAMBULE

### 1.01 DÉCLARATION DE PRINCIPE

La ligue canadienne de hockey et les trois ligues qui y sont affiliées, la LHJMQ, l'OHL et la WHL, déclarent ce qui suit :

1.01.1

Le dopage, défini comme étant le recours à des substances ou des méthodes interdites qui visent à améliorer la performance sportive est contraire à l'esprit du hockey, met gravement en péril les avantages culturels, éducatifs, socio-économiques que le hockey peut procurer à la société et compromet négativement l'attitude morale et le comportement éthique que le hockey cherche à inculquer aux individus. De plus, le dopage peut nuire à la santé et à la sécurité des joueurs.

1.01.2

Des moyens concrets de l'ordre d'une solide éducation antidopage, d'un contrôle du dopage assorti de sanctions appropriées et de mesures permettant la réhabilitation, doivent être pris pour combattre efficacement le dopage dans la pratique du hockey dans la LCH.

1.01.3

Par l'adoption de la présente politique antidopage, la LCH vise à promouvoir la santé et le bien-être de ses joueurs et à maintenir leur droit à la compétition sportive à « armes égales ».

1.01.4

La présente politique antidopage doit être considérée comme le reflet du désir et de la volonté de la LCH et des ses trois ligues affiliées de combattre efficacement le dopage et soutenir les joueurs par le biais d'un programme d'éducation sur les drogues, renforcé par une stratégie de dépistage complète.

# ARTICLE 2 DISPOSITIONS GÉNÉRALES

## 2.01 DESCRIPTION SOMMAIRE DE LA POLITIQUE

### *2.01.1 NOM*

La politique antidopage de la Ligue canadienne de hockey (LCH) est désignée dans le présent texte sous l'expression « politique antidopage ».

### *2.01.2 BUT*

Le but de la politique antidopage est de faire prévaloir la santé et le bien-être des joueurs et leur droit de participer au sport dans un environnement où personne n'est injustement avantagé par le dopage.

### *2.01.3 ÉDUCATION ANTIDOPAGE*

La politique antidopage entend s'assurer par des séances d'éducation antidopage que tous les joueurs sont clairement informés de la Liste des interdictions, des procédures relatives au contrôle de dopage et des sanctions découlant d'une violation de la politique.

### *2.01.4 VIOLATIONS ET SANCTIONS*

La politique antidopage énonce clairement les différents cas qui constituent une violation à la politique antidopage et les sanctions qui seront imposées aux joueurs et aux autres individus qui ont commis une violation à la politique antidopage.

### *2.01.5 DROITS DES JOUEURS*

La politique antidopage énonce les droits des joueurs soumis à un contrôle de dopage et/ou accusé d'une violation de cette politique.

### *2.01.6 RÉHABILITATION*

La politique antidopage favorise la réhabilitation du joueur qui a reçu une sanction pour une violation à la politique antidopage ainsi que du joueur qui dénonce volontairement et de bonne foi ses pratiques contraires à la politique antidopage.

## 2.02 CHAMP D'APPLICATION

### *2.02.1 LES LIGUES*

La politique antidopage s'applique à la LCH et à chacune des trois ligues qui y sont affiliées.

### *2.02.2 LES INDIVIDUS*

La politique antidopage s'applique à tous les individus, joueurs et personnes faisant partie du personnel d'encadrement des joueurs, qui participent à toute activité organisée ou régie par la ligue ou par la LCH.

### *2.02.3 LES JOUEURS AFFILIÉS*

La présente politique ne s'applique pas aux joueurs affiliés. Cependant, tout joueur affilié qui ne devrait pas être renvoyé dans son équipe de catégorie inférieure doit suivre le programme d'éducation antidopage et signer la documentation appropriée.

### *2.02.4 LA PERSONNE SANCTIONNÉE*

Toute personne qui se voit imposer une sanction en vertu de la politique antidopage demeure assujettie à la politique antidopage, y compris aux contrôles de dopage, pour la durée de cette sanction.

### *2.02.5 RESPECT DES AUTRES POLITIQUES RECONNUES*

La LCH et ses ligues membres se réservent le droit d'examiner et/ou de considérer toutes les sanctions imposées ou non par d'autres ligues ou organisations.

## 2.03 ENTRÉE EN VIGUEUR ET FORMULE D'AMENDEMENT

### *2.03.1 ENTRÉE EN VIGUEUR*

La politique antidopage prend effet le 30 septembre 2021.

### *2.03.2 ANCIENNES POLITIQUES*

La politique antidopage remplace à toutes fins utiles toutes les anciennes politiques antidopage de la LCH.

### *2.03.3 FORMULE D'AMENDEMENT*

Des amendements à la politique antidopage peuvent être faits sur décision unanime des trois Commissaires de la LCH, après consultation de leurs instances respectives et du président de la LCH.

## 2.04 INTERPRÉTATION

### *2.04.1 GLOSSAIRE*

Les mots et expressions qui apparaissent au Glossaire produit en annexe « A » ont le sens qui y est décrit, à moins que le contexte ne s'y oppose.

### *2.04.2 SIGLES*

Les différents sigles utilisés dans la politique antidopage sont définis dans le tableau produit en annexe « B ».

### *2.04.3 PRÉAMBULE ET ANNEXES*

Le préambule et les annexes au présent texte font partie intégrante de la politique antidopage; ils peuvent être utilisés pour les fins de son interprétation.

### *2.04.4 CALCUL DES DÉLAIS*

À moins qu'il ne soit spécifié autrement, les délais fixés dans la politique antidopage sont des jours consécutifs de calendrier, incluant les jours des fins de semaine ou les jours de congé. Lorsque la fin d'un délai tombe durant une fin de semaine ou durant un congé, la prochaine journée ouvrable représentera la fin de ce délai.

### *2.04.5 CHOIX DE LA VERSION À UTILISER*

Les versions anglaise et française de la politique antidopage sont également officielles; c'est la personne concernée par une procédure en particulier qui décide, au début de l'application de la procédure, une seule fois et définitivement, de l'utilisation de la version anglaise ou de la version française. En cas de litige sur l'interprétation de la politique, la version anglaise de la politique prévaudra et sera la version interprétée par les parties ou un tribunal.

## 2.05 RESPONSABILITÉS DU JOUEUR

### *2.05.1 OBLIGATION DE S'INFORMER*

Au moment de joindre une équipe de hockey de la ligue à titre de joueur régulier, le joueur doit comprendre les conséquences qui seront imposées à tout joueur qui fait usage d'une substance interdite ou d'une méthode interdite dans la Liste des interdictions de l'AMA; il en est de même pour ses parents ou toute personne habilitée à lui servir d'autorité parentale, s'il est mineur.

### *2.05.2 ACCEPTATION DES CONTRÔLES DE DOPAGE*

Le joueur doit signer une lettre de consentement, préparée et fournie par sa ligue, par laquelle il accepte de se soumettre aux procédures de contrôles de dopage qu'il pourrait être appelé à subir durant les matchs préparatoires, les matchs de la saison régulière, les matchs éliminatoires et les matches de la Coupe Memorial. La lettre de consentement est signée dès le moment où le joueur devient joueur régulier. Le consentement du joueur d'âge mineur doit être cosigné par son père ou sa mère ou par l'autorité parentale déléguée.

### *2.05.3 OBLIGATION DE SE CONFORMER*

Il incombe à tout joueur de se conformer à la politique antidopage. Plus particulièrement :

a) Il lui incombe de s'assurer que tout médicament ou supplément alimentaire dont il peut faire usage, ou ingrédient renfermé dans ces produits, ne figure

pas dans la Liste des interdictions de l'AMA; il peut faire connaître par écrit en tout temps utile, sur le formulaire de déclaration préparé à cette fin par la ligue, tout médicament ou supplément alimentaire qu'il consomme ou qu'il l'intention de consommer.

b) Il lui incombe de s'assurer qu'aucune substance interdite ne pénètre dans son organisme : il est responsable de toute substance interdite, de ses métabolites ou marqueurs, dont la présence est décelée dans leurs échantillons corporels.

c) Les joueurs se verront communiquer le nom d'une personne de contact au CDT et l'adresse d'un site Internet où ils pourront vérifier l'état de la liste de l'AMA et recevoir des conseils si nécessaire.

## 2.06 COMPREHENSIVE DRUG TESTING

### *2.06.1 SUPERVISION DE LA MISE EN ŒUVRE DE LA POLITIQUE ANTIDOPAGE*

Le CDT supervise la mise en oeuvre de la politique antidopage, en plus de ses responsabilités spécifiques dans le processus d'émissions des autorisations d'usage à des fins thérapeutiques détaillées à l'article 3.04 et dans le processus du contrôle du dopage prévu à l'article 3.05. Le CDT peut faire des recommandations ou produire des avis concernantdes questions relatives à la politique antidopage de la LCH.

# ARTICLE 3 DISPOSITIONS PARTICULIÈRES

## 3.01 INFORMATION ET ÉDUCATION ANTIDOPAGE

### *3.01.1 OBJECTIFS*

Les programmes d'information et d'éducation visent avant tout à préserver l'esprit sportif, afin d'éviter qu'il ne soit perverti par le dopage. L'objectif premier est de persuader les joueurs d'éviter de faire usage de substances interdites et de méthodes interdites et d'encourager le personnel d'encadrement des joueurs à faire tout en leur pouvoir afin de protéger la santé des joueurs et de promouvoir un sport sans dopage.

### *3.01.2 ÉDUCATION ANTIDOPAGE ET CONTRÔLES*

Les joueurs ne pourront être soumis à des contrôles de dopage qu'après avoir suivi une séance d'éducation appropriée et avoir signé la lettre de consentement prévue à l'article 2.05.2.

### *3.01.3 Contenu des sessions d'information et d'éducation antidopage*

La ligue, de concert avec la LCH, le CDT et d'autres intervenants engagés dans la lutte antidopage, s'assurera que les joueurs et le personnel d'encadrement des joueurs reçoivent l'information antidopage suivante:

- Une vue d'ensemble de la politique antidopage;
- Les substances et méthodes inscrites sur la Liste des interdictions mise à jour, et leurs effets potentiellement néfastes;
- Les informations pouvant guider le joueur qui veut savoir si les médicaments qu'il prend sont permis ou interdits;
- Les procédures de contrôle de dopage;
- Les différents facteurs pouvant favoriser le dopage chez les joueurs;
- Les conséquences particulières pour les joueurs canadiens d'une violation de la politique antidopage en vertu du Groupe national d'athlètes de Hockey Canada (GNA), ou en vertu du programme antidopage du pays dont ils sont citoyens pour les autres joueurs;
- Les droits et responsabilités des joueurs.

### *3.01.4 Responsabilité du personnel d'encadrement*

Le personnel d'encadrement des joueurs doit les éduquer et les conseiller en ce qui concerne la politique antidopage.

## 3.02 Liste des interdictions

### *3.02.1 Liste de l'AMA*

La liste des substances et des méthodes interdites par la présente politique antidopage est celle qui est établie par l'Agence mondiale antidopage sous le nom de « Liste des interdictions, Standard international de l'Agence mondiale antidopage ». Cette liste peut être modifiée par l'AMA de temps à autre, conformément à sa propre réglementation.

### *3.02.2 Mise à jour de la liste*

Le CDT tient la ligue et la LCH informés de toute mise à jour de la liste des substances et méthodes interdites. La ligue a la responsabilité de rendre cette liste mise à jour accessible aux joueurs ainsi qu'au personnel d'encadrement.

## 3.03 STANDARDS POUR LES LABORATOIRES

### *3.03.1 STANDARDS DE L'AMA*

La politique antidopage reconnaît les standards internationaux pour les laboratoires de l'AMA. Ces standards peuvent être modifiés par l'AMA de temps à autre conformément à sa propre réglementation.

### *3.03.2 MISE À JOUR DES STANDARDS*

Le CDT tient la ligue et la LCH informés de toute mise à jour des standards internationaux pour les laboratoires. La ligue a la responsabilité de rendre cette mise à jour accessible aux joueurs ainsi qu'au personnel d'encadrement.

## 3.04 AUTORISATIONS D'USAGE POUR FINS THÉRAPEUTIQUES (AUT)

### *3.04.1 DEMANDE D'AUTORISATION*

L'usage de certaines substances peut requérir une autorisation d'usage pour fins thérapeutiques (AUT). Le CDT a seul la responsabilité d'accorder une AUT. Tout joueur qui a fait une demande d'AUT recevra une lettre indiquant que l'AUT a été accordée ou refusée.

### *3.04.2 CRITÈRES POUR UNE AUTORISATION*

Une autorisation ne sera accordée que pour une raison médicalement justifiée et si les critères suivants sont respectés :

- Le joueur subirait un préjudice de santé significatif si la substance interdite ou la méthode interdite n'était pas administrée dans le cadre de la prise en charge d'un état pathologique aigu ou chronique;
- L'usage thérapeutique de la substance interdite ou de la méthode interdite ne devra produire aucune amélioration de la performance autre que celle attribuable au retour à un état de santé normal après le traitement d'un état pathologique avéré;
- Il ne doit pas exister d'alternative thérapeutique autorisée pouvant se substituer à la substance ou méthode normalement interdite.

### *3.04.3 ANNULATION DE L'AUT*

L'AUT sera annulée par le CDT lorsque le joueur ne se conforme pas aux strictes exigences et conditions établies par le CDT pour accorder l'autorisation.

### *3.04.4 AUT RÉTROACTIVE*

Si un joueur est contrôlé positif pour une raison médicale justifiée et qu'il n'a pas demandé d'AUT, il aura la possibilité de faire examiner son cas par sa ligue et le CDT.

## 3.05 CONTRÔLE DE DOPAGE

### *3.05.1 LE CDT RESPONSABLE*

L'application de ces procédures de contrôle de dopage est sous sa responsabilité exclusive du CDT. Le processus de contrôle de dopage d'un joueur débute par la sélection du joueur appelé à subir un contrôle et se termine par l'analyse en laboratoire de l'échantillon A prélevé.

### *3.05.2 TEXTE DES PROCÉDURES*

Avant de procéder à des contrôles de dopage, le CDT doit faire connaître à la LCH et à chacune des ligues qui y sont affiliées les procédures qu'elle appliquera; le CDT doit aussi leur faire connaître toutes les mises à jour de ses procédures avant qu'elles ne s'appliquent.

Chaque ligue doit mettre à la disposition des joueurs et du personnel d'encadrement des joueurs le texte mis à jour des procédures du CDT en matière de contrôle de dopage.

### *3.05.3 CONTRÔLES ALÉATOIRES*

Sous réserve de 3.05.4, lorsque les représentants du CDT se présentent auprès d'une équipe pour effectuer des contrôles de dopage, les contrôles sont effectués au hasard, sans préavis. Le nombre de contrôles à effectuer par le CDT est établi au début de chaque année par entente entre le CDT, la LCH et chacune des ligues qui y sont affiliées.

### *3.05.4 CONTRÔLES CIBLÉS*

Malgré 3.05.3, des joueurs peuvent être choisis pour un contrôle ciblé lorsque l'une ou l'autre des circonstances suivantes se présente:

- Le joueur qui a eu un résultat d'analyse anormal au cours des douze derniers mois en vertu de la présente politique antidopage ou en vertu d'une politique antidopage d'une autre ligue;
- Le laboratoire recommande d'effectuer un autre test sur la base, entre autres, d'un résultat d'analyse atypique;
- Le joueur a un comportement ou des caractéristiques physiques suggérant un possible dopage;
- Des informations fiables provenant d'un tiers indiquent la probabilité du dopage d'un joueur;
- Le joueur suit un programme de réhabilitation et il a, comme condition de sa réhabilitation imposée par le CDA, l'obligation de se soumettre à un contrôle ciblé.

## 3.06 VIOLATIONS DE LA POLITIQUE ANTIDOPAGE

### *3.06.1 PRÉSENCE DANS L'ÉCHANTILLON*

La présence d'une substance interdite, de ses métabolites ou de ses marqueurs dans l'échantillon corporel du joueur est une violation des règlements antidopage.

Excepté les substances pour lesquelles un seuil de déclaration est précisé dans la Liste des interdictions, la présence de la moindre quantité d'une substance interdite, de ses métabolites ou marqueurs, décelée dans l'échantillon d'un joueur, constitue une violation des règlements antidopage.

La Liste des interdictions pourra prévoir des critères d'appréciation spécifiques dans le cas de substances interdites pouvant également être produites de façon endogène.

### *3.06.2 USAGE OU TENTATIVE D'USAGE*

L'usage ou la tentative d'usage d'une substance interdite ou méthode interdite est une violation de la politique antidopage. Cependant, il n'y aura pas de violation de la politique antidopage basée sur une tentative, si la personne renonce à la tentative avant d'être surprise par un tiers non impliqué dans la tentative.

### *3.06.3 ADMINISTRATION OU TENTATIVE D'ADMINISTRATION*

L'administration ou la tentative d'administration d'une substance interdite ou d'une méthode interdite à un joueur ou l'assistance, l'incitation, la contribution, l'instigation, la dissimulation ou toute autre forme de complicité entraînant la violation de la politique antidopage, ou toute autre tentative de violation représente une violation da la politique antidopage.

### *3.06.4 REFUS DE SE CONFORMER*

Le refus ou le fait de se soustraire sans justification valable à un prélèvement d'échantillons après avoir désigné pour un contrôle de dopage, en conformité avec la politique antidopage et les procédures du CDT en vigueur, ou encore le fait d'éviter un prélèvement d'échantillons représente une violation de la politique antidopage.

### *3.06.5 FALSIFICATION, OU TENTATIVE DE FALSIFICATION*

La falsification, ou tentative de falsification de tout élément du contrôle du dopage représente une violation de la politique antidopage.

### *3.06.6 POSSESSION*

La possession par un joueur ou par un membre du personnel d'encadrement, en tout temps ou en tout lieu, d'une substance interdite ou d'une méthode interdite représente une violation de la politique antidopage, à moins que le joueur ou le membre du personnel d'encadrement n'établisse que cette possession découle d'une AUT accordée par le CDT ou ne puisse apporter une autre justification acceptable.

Si le joueur ou le membre du personnel d'encadrement n'exerce pas un contrôle exclusif de la substance interdite ou de la méthode interdite ou des lieux où une

substance interdite ou méthode interdite se trouvent, la possession de fait ne pourra être reconnue que si la personne était au courant de la présence d'une substance interdite ou méthode interdite et avait l'intention d'exercer un contrôle sur celle-ci;

il ne pourra y avoir de violation de la politique antidopage reposant sur la seule possession si, avant de recevoir quelque avis que ce soit l'avertissant d'une violation de la politique antidopage, le joueur ou le membre du personnel d'encadrement a pris des mesures concrètes démontrant qu'il n'a plus de volonté de possession et qu'il s'est défait de toute possession antérieure.

### *3.06.7 TRAFIC*

Le trafic de toute substance interdite ou méthode interdite représente une violation de la politique antidopage.

## 3.07 SANCTIONS

### *3.07.1 DÉSIGNATION DU CDA*

Chaque ligue et la LCH désignent annuellement un comité de discipline antidopage connu sous le sigle CDA et composé de trois ou cinq personnes dont le mandat est de statuer si un joueur ou un membre du personnel d'encadrement a commis une violation à la politique antidopage et de lui appliquer, le cas échéant, la sanction prévue au présent article. Le CDA établit ses propres procédures de fonctionnement; il doit cependant respecter les procédures prévues à 3.07.5.

### *3.07.2 JURIDICTION DE CHAQUE CDA*

Le CDA de chaque ligue statue sur les cas qui surviennent dans le cadre des activités propres à cette ligue. Le CDA de la LCH statue sur les cas qui surviennent dans le cadre du tournoi de la Coupe Memorial ou dans le cadre d'évènements sportifs organisés par elle.

### *3.07.3 MANDAT DU CDA*

Le CDA étudie et interprète tous cas de résultat d'analyse anormal soumis par le CDT, ainsi que tout autre cas de violation éventuelle de la politique antidopage. Le CDA peut aussi déterminer si les procédures de contrôle du dopage du CDT ont été correctement appliquées.

### *3.07.4 CONFIDENTIALITÉ*

Toute information recueillie dans le cadre d'une enquête visant à permettre au CDA de parvenir à une décision, doit demeurer confidentielle jusqu'à ce que la décision finale soit rendue, soit par le CDA lui-même, soit par le Commissaire, le président de la LCH ou le comité d'appel si un appel a été interjeté.

### *3.07.5 QUELQUES PROCÉDURES DU CDA*

3.07.5.1 Le CDA ne peut déterminer qu'il y a eu un résultat d'analyse anormal que si le certificat d'analyse provenant du laboratoire accrédité révèle l'usage d'une substance interdite.

3.07.5.2 Le CDA doit informer sans délai le joueur du résultat d'analyse anormal et lui demander de fournir une explication et/ou de démontrer que l'usage de la substance était dans le cadre du traitement d'une pathologie ou d'une situation médicale.

Une personne qui, par ses actions, a donné une raison au CDA de croire qu'elle a commis une violation à la politique antidopage en vertu des clauses 3.06.2 à 3.06.7, peut être soumise à fournir une explication au CDA basée sur les faits qu'on lui reproche.

3.07.5.3 Le CDA peut déterminer que les explications fournies et/ou toutes les informations données par le joueur ou une autre personne sont valables ou non. Le CDA doit rendre une décision dans les cinq (5) jours ouvrables de la réception des explications données par écrit. Une copie de la décision est donnée au joueur ou à une autre personne.

Le refus ou la négligence de se conformer aux demandes du CDA seront considérés comme une violation de la politique antidopage et le joueur ou l'autre personne recevront une sanction en conséquence.

3.07.5.4 Si, après avoir analysé les explications et/ou les informations fournies, le CDA en vient à la conclusion que le joueur ou l'autre personne a commis une violation à la politique antidopage, il doit :

- Aviser le joueur ou l'autre personne par écrit;
- Confirmer la sanction prise;
- Identifier la durée de la sanction;
- Informer le joueur ou l'autre personne de son droit d'en appeler de la décision, du processus, des coûts et des délais pour le faire (conformément à l'article 3.08);
- Informer le joueur de son droit de faire procéder à l'analyse de l'échantillon B, du processus, des délais et des coûts pour le faire (conformément à l'article 3.07.6);
- Informer le joueur des conséquences de cette violation de la politique antidopage.

3.07.5.5 La décision du CDA d'imposer une sanction à un joueur doit prendre en considération les résultats de l'analyse de l'échantillon B.

### *3.07.6 EXAMEN ET ANALYSE DE L'ÉCHANTILLON B*

3.07.6.1 Le joueur peut demander l'examen et l'analyse de l'échantillon B dans les trois (3) jours ouvrables suivant la réception d'un avis écrit d'un résultat d'analyse anormal. Cette demande doit être faite par écrit et doit être accompagnée d'un paiement de 450 $ à la Ligue ou à la LCH.

3.07.6.2 Toute demande pour un examen et une analyse de l'échantillon B doit être rapportée au CDT qui agira en tant que facilitateur entre le laboratoire accrédité et la Ligue.

3.07.6.3 L'examen et l'analyse de l'échantillon B doivent être faits conformément à la procédure établie par le CDT à cet effet.

3.07.6.4 Si le certificat d'analyse de l'échantillon B émis par le laboratoire accrédité annule le résultat d'analyse de l'échantillon A, la ligue innocentera le joueur de la violation présumée découlant du certificat d'analyse de l'échantillon A.

3.07.6.5 Si le résultat de l'analyse de l'échantillon A est annulé, les frais de 350 $ payés par le joueur lui seront remboursés par la ligue ou la LCH.

### *3.07.7 LES SANCTIONS*

3.07.7.1 Substance ou méthode interdite (voir article 3.06.1)

Une fois que le CDA a statué à l'encontre d'un joueur une violation aux règlements antidopage pour la présence ou l'usage d'une substance interdite ou d'une méthode interdite, l'une des sanctions suivantes lui sera imposée (une suspension exprimée en matchs se purge en saison régulière ou en séries éliminatoires):

1ière violation : 8 matchs

2ième violation : 25 matchs

3ième violation : 2 ans.

Cependant, dans le cas d'une première violation pour usage de cannabis, la sanction se limitera à une lettre d'avertissement.

3.07.7.2 Autres violations par un joueur

Lorsque le CDA détermine qu'un joueur a commis une violation à la politique antidopage n'impliquant pas la présence ou l'usage d'une substance interdite ou d'une méthode interdite ou leur présence, tel qu'indiqué aux articles 3.06.2 à 3.06.7, l'une des sanctions suivantes lui sera imposée:

1ière violation : 10 matchs

2ième violation : 2 ans

3.07.7.3 Violations par une personne autre qu'un joueur

Lorsque le CDA déterminera qu'une personne autre qu'un joueur a commis une violation à la politique antidopage, la personne sera suspendue pour un minimum de deux mois.

3.07.8 Début de la suspension

Un joueur conserve le droit de jouer au sein de son équipe jusqu'à la décision finale du CDA ou, en cas d'un appel fait selon l'article 3.08 de la présente politique, du Président de la LCH ou Commissaire de sa ligue, selon le cas.

Un joueur suspendu conserve le droit de s'entraîner avec son équipe durant toute la durée de sa suspension.

Tout personne autre qu'un joueur conserve le droit d'exercer ses fonctions jusqu'à la décision finale du CDA ou, en cas d'un appel fait selon l'article 3.08 de la présente politique, du Président de la LCH ou du Commissaire de sa ligue.

## 3.08 APPEL DE LA DÉCISION DU CDA

### *3.08.1 DROIT D'EN APPELER*

La décision du CDA à l'effet qu'un joueur ou une autre personne a commis une violation à la politique antidopage peut être portée en appel auprès du Commissaire de la ligue concernée pour tous les matchs de ligue régionale ou, auprès du président de la LCH dans le cas d'un événement national. Le Commissaire de la ligue ou la président de la LCH peut confier à un comité constitué à cette fin le mandat d'entendre l'appel, de l'accueillir ou de le rejeter.

L'équipe du joueur ou l'autre personne qui désire porter en appel la décision du CAD doit le faire par écrit dans un délai de dix (10) jours suivant la réception de la décision du CAD et verser à la ligue au moment de sa demande un montant de 500 $.

La décision du Comité d'appel de la Ligue ou du commissaire ou du président de la LCH est finale et exécutoire; si la décision du Comité d'appel ou du commissaire ou du président de la LCH renverse la décision du CAD, le montant de 500 $ versé est remboursé à l'équipe du joueur ou à l'autre personne.

### *3.08.2 PRINCIPES À RESPECTER EN CAS D'APPEL*

La procédure d'appel doit respecter les principes fondamentaux suivants :

- une audience dans un délai raisonnable et peut être menée par vidéoconférence ou par d'autres moyens électroniques;
- le cas échéant, un Comité d'appel équitable et impartial;
- le droit d'être représenté par un avocat ou un autre représentant aux frais du joueur;
- le droit de s'expliquer face à des accusations relatives à une violation de la politique antidopage et aux sanctions qui s'ensuivent;
- le droit de chacune des parties de présenter les preuves, incluant le droit d'appeler des témoins ou de présenter des témoignages;
- lors de l'audience le droit à un interprète fourni par la ligue ou la LCH;

- une décision écrite dans un délai raisonnable.

## 3.09 CONSÉQUENCES

### *3.09.1 PUBLICATION DES VIOLATIONS*

Le nom du joueur ou d'une autre personne qui s'est rendu coupable de violation à la politique antidopage sera divulgué publiquement par le biais d'un communiqué de presse de la ligue régionale ou, dans le cas d'un événement national, de la LCH

Les noms des joueurs qui ont commis une violation pour l'usage de cannabis ne seront pas divulgués, s'il s'agit d'une première violation et si la sanction pour cette violation a été limité à une lettre d'avertissement.

## 3.10 RÉHABILITATION

### *3.10.1 JOUEUR SANCTIONNÉ*

Un joueur qui est sanctionné est tenu par son équipe, en concertation avec la ligue, de suivre un programme de réhabilitation, au cours de sa suspension ou par la suite. Le programme en question devra être conforme aux besoins du joueur et pourra comprendre, sans y être limité, les volets suivants :

- Des consultations offertes par du personnel médical, des experts en toxicomanie ou du personnel du service de la police;
- La participation à un programme reconnu de réhabilitation en toxicomanie;
- Une sensibilisation au dopage et une éducation antidopage complémentaires;
- Des interventions dans la communauté, comme des présentations aux autres joueurs ou membres du public sur les dangers du dopage dans le sport.

Le CDA se réserve le droit de faire des recommandations concernant le programme de réhabilitation que doit suivre un joueur.

Le joueur qui refuse de participer à un programme de réhabilitation pourra être empêché de participer à toute compétition ou à toute activité organisée par la ligue.

### *3.10.2 JOUEUR QUI SE DÉNONCE VOLONTAIREMENT*

Un joueur qui dénonce volontairement et de bonne foi à son équipe ou à la ligue ses comportements contraires à la politique antidopage peut être invité à suivre un programme de réhabilitation conforme aux besoins du joueur et pouvant comprendre, sans y être limité, les volets suivants :

- Des consultations offertes par du personnel médical, des experts en toxicomanie ou du personnel du service de la police;
- La participation à un programme reconnu de réhabilitation en toxicomanie;
- Une sensibilisation au dopage et une éducation antidopage

complémentaires.

S'il arrivait qu'un joueur qui se dénonce soit soumis à un contrôle de dopage aléatoire et que le résultat d'analyse soit anormal pour une substance qu'il avait précédemment déclaré prendre ou une méthode qu'il avait précédemment déclaré pratiquer, le CDA peut ne pas appliquer la sanction prévue à la présente politique s'il en vient à la conclusion que le joueur a suivi rigoureusement son programme de réhabilitation et qu'il a prouvé hors de tout doute qu'il n'a pas fait usage d'une substance ou d'une méthode interdite depuis la date de sa propre dénonciation.

# ANNEXES

## ANNEXE A GLOSSAIRE

À moins que le contexte ne s'y oppose, les mots, termes et expressions dont la signification est ci-après déterminée ont le sens qui leur est respectivement donné pour les fins de l'application de la politique antidopage.

**Contrôle aléatoire:** Sélection au hasard d'un joueur en vue d'un contrôle lors d'une partie ou d'un entraînement; s'oppose à contrôle ciblé.

**Contrôle ciblé:** Sélection d'un joueur en particulier en vue d'un contrôle; s'oppose à contrôle aléatoire.

**Contrôle du dopage:** Processus englobant la planification des contrôles, la collecte des échantillons et leur manipulation et l'analyse en laboratoire.

**Contrôle inopiné:** Contrôle du dopage qui a lieu sans avertissement préalable du joueur, et au cours duquel celui-ci est escorté en permanence depuis sa désignation jusqu'à la fourniture de l'échantillon.

**Échantillon:** Toute matrice biologique recueillie dans le cadre du contrôle du dopage.

**Falsification:** Tout processus d'altération à des fins illégitimes ou d'une façon illégitime; influencer un résultat d'une manière illégitime; intervention illégitime pour modifier des résultats ou empêcher des procédures normales de suivre leur cours.

**Joueur:** Joueur d'une équipe de la LCH qui un statut de joueur régulier, excluant le joueur qui un statut de joueur affilié. Le joueur devient régulier en signant une carte d'enregistrement de Hockey-Canada reconnaissant son statut de régulier dans son équipe.

**Joueur affilié:** Joueur appelé à jouer occasionnellement pour remplacer un joueur régulier blessé, suspendu ou incapable de joueur pour une autre raison. Ce joueur a un statut de joueur régulier dans une équipe de catégorie inférieure.

**Mineur:** Personne physique qui n'a pas atteint l'âge de la majorité en vertu des lois applicables de son pays de résidence.

**Personnel d'encadrement:** Tout entraîneur, soigneur, directeur sportif, agent, personnel d'équipe, officiel, personnel médical ou paramédical ou autre personne qui travaille avec un joueur, ou qui traite un joueur participant à des parties ou s'y préparant.

**Personnel de prélèvement des échantillons:** Terme générique désignant les agents officiels qualifiés et autorisés par le CDT pour accomplir et faciliter les tâches associées à une phase de cueillette des échantillons, et plus particulièrement les agents de prélèvement sanguin, les escortes et les agents de contrôle de dopage.

**Phase de prélèvement des échantillons:** Toutes les activités séquentielles impliquant directement l'athlète, de sa notification jusqu'au moment où l'athlète quitte le poste de contrôle du dopage après avoir fourni ses échantillons.

**Possession:** Possession physique ou de fait par une personne qui exerce un contrôle exclusif de la substance interdite ou méthode interdite ou des lieux où une substance interdite ou méthode interdite se trouvent.

**Poste de contrôle du dopage:** Le lieu où se tient la phase de cueillette des échantillons.

**Résultat d'analyse anormal:** Rapport d'un laboratoire accrédité par l'AMA qui, en accord avec les standards internationaux pour les laboratoires de l'AMA, identifie la présence dans un échantillon d'une substance interdite ou d'un de ses métabolites ou marqueurs (y compris des quantités élevées de substances endogènes) ou l'usage d'une méthode interdite.

**Résultat d'analyse atypique:** Rapport d'un laboratoire accrédité par l'AMA qui, en accord avec les standards internationaux de l'AMA, requiert une enquête additionnelle avant de conclure à un résultat d'analyse anormal.

**Tentative:** Conduite volontaire qui constitue une étape préliminaire d'une action planifiée dont le but est la violation de la politique antidopage.

**Thérapeutique:** Faisant partie du, ou en relation avec le traitement d'un état pathologique au moyen d'agents ou méthodes curatifs; ou offrant ou assistant un traitement.

**Trafic:** Vente, don, administration, transport, envoi, livraison ou distribution à un joueur d'une substance interdite ou méthode interdite, soit de façon directe, soit par l'entremise de tierces parties, à l'exclusion de la vente ou de la distribution d'une substance interdite pour usage justifié et légal à des fins thérapeutiques.

**Usage:** Application, ingestion, injection ou consommation par tout autre moyen d'une substance interdite ou méthode interdite.

## ANNEXE B SIGLES UTILISÉS

**ACD** : Agent de contrôle du dopage.

**AMA:** Agence mondiale antidopage.

**AUT:** Autorisation d'usage à des fins thérapeutiques.

**CDA:** Comité de discipline antidopage

**CDT :** Comprehensive Drug Testing

**LCH:** Ligue canadienne de hockey

**LHJMQ:** Ligue de hockey junior majeur du Québec

**OHL:** Ontario Hockey League

**WHL:** Western Hockey League

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# POLITIQUE, RÈGLES ET PROCÉDURES EN MATIÈRE DE PROTECTION DE L'INTÉGRITÉ

## A. PRÉAMBULE

Dans le cadre de sa mission, La Ligue de hockey junior majeur du Québec (LHJMQ) a la responsabilité de protéger toutes les personnes impliquées dans son milieu en leur offrant un environnement sécuritaire, juste et dans lequel on peut avoir confiance.

Ainsi, la Ligue de hockey junior majeur du Québec (LHJMQ) n'entend tolérer aucune forme d'abus, de harcèlement, de négligence ou de violence, physique, psychologique ou sexuelle, et ce, dans tous les programmes et activités dispensés par elle-même et par ses équipes membres conformément à la réglementation qu'elle édicte. La Ligue de hockey junior majeur du Québec (LHJMQ) reconnaît l'importance de prendre les moyens raisonnables afin de prévenir et d'intervenir pour faire cesser toute forme d'abus, de harcèlement, de négligence ou de violence lorsqu'une telle pratique est portée à sa connaissance et c'est dans ce contexte qu'elle a adopté la présente Politique, de même que des Codes de conduite énonçant les principaux devoirs associés à l'exercice du sport et des activités qu'elle régit, lesquels Codes faisant partie intégrante de la présente Politique. La présente Politique et les Codes de conduite lient expressément les équipes membres de la Ligue de hockey junior majeur du Québec (LHJMQ), le personnel de la LHJMQ et de ses équipes membres, de même que les personnes associées à la LHJMQ, tel qu'énumérées à la section C ci-bas (personnes associées). Le fait que plusieurs de ces personnes (par exemple : entraîneurs, officiels, et administrateurs) sont en position d'autorité vis-à-vis d'autres personnes justifie d'ailleurs La Ligue de hockey junior majeur du Québec (LHJMQ) de jouer un rôle de premier plan afin d'offrir un milieu sain.

La présente politique en matière de protection de l'intégrité se veut un outil de régie interne auquel le personnel de la LHJMQ et de ses équipes membres, et toutes les personnes associées sont soumises, et qui vise à réglementer les comportements des dites personnes (personnel et personnes associées), afin que ces comportements soient en tout temps conformes à notre mission.

La présente politique ne remplace et/ou ne se substitue aucunement à toute loi, règlement ou autre disposition pouvant recevoir application.

La procédure de traitement des plaintes énoncée à la présente Politique ne remplace et/ou ne se substitue aucunement aux procédures prévues pour tout recours devant les tribunaux de droit commun.

Aux fins de l'application de la présente Politique, les définitions des termes utilisés sont annexées sous la lettre A et les Codes de conduite sous la lettre B.

## B. OBJECTIFS

Les dispositions de la présente Politique mise en place par La Ligue de hockey junior majeur du Québec (LHJMQ) ont pour objet :

a) De sensibiliser toutes les personnes impliquées de près ou de loin dans le milieu au fait que toute forme d'abus, de harcèlement, de négligence ou de violence n'est pas tolérée ;

b) De prendre les moyens raisonnables pour offrir un milieu sain, exempt d'abus, de harcèlement, de négligence ou de violence ;

c) D'instaurer des mesures qui favorisent le respect de la dignité et de l'intégrité psychologique, physique et sexuelle des personnes évoluant dans le milieu ;

d) De favoriser la dénonciation de comportements, de paroles, d'actes ou de gestes d'abus, de harcèlement, de négligence ou de violence dès leur apparition ;

e) De mettre en place une procédure efficace en matière de protection de l'intégrité, donnant accès à un processus formel de traitement des plaintes d'abus, de harcèlement, de négligence ou de violence par un comité de protection de l'intégrité et au préalable, si les parties le désirent et y consentent à une démarche informelle de résolution de conflit telle la médiation.

f) De prendre les mesures administratives ou disciplinaires nécessaires afin de faire cesser l'abus, le harcèlement, la négligence ou la violence portée à sa connaissance ;

g) D'identifier des ressources qu'une personne peut joindre au besoin lorsqu'elle est impliquée (qu'elle soit victime ou témoin) dans une situation d'abus, de harcèlement, de négligence ou de violence dans le milieu ;

h) D'approuver le mandat de l'officier des plaintes indépendant pour traiter de toute plainte d'abus, de harcèlement, de négligence ou de violence.

## C. APPLICATION

La présente Politique s'applique au personnel de la LHJMQ et de ses équipes membres, et à toutes les personnes associées à la Ligue, impliquées dans le milieu (notamment : joueurs, parents des joueurs, officiels, directeurs généraux, gérants d'équipement, entraineurs, thérapeutes sportifs, conseillers pédagogiques, membres de familles de pension, bénévoles, stagiaires, salariés, représentants, administrateurs, dirigeants, fournisseurs, sous-contractants, visiteurs, spectateurs, etc.). Elle concerne tous les cas d'abus, de harcèlement, de négligence ou de violence, tels que définis à l'Annexe A, pouvant survenir dans n'importe quelle activité ou programme dispensé par la LHJMQ ou ses équipes membres, ou toute activité autre que sportive notamment une soirée ou une sortie organisée par les joueurs.

Pour les matières spécifiques qui sont prévues et définies à l'Annexe A (abus, harcèlement, négligence, violence), la présente Politique et toute mise à jour de celle-ci a préséance sur toutes autres politiques, règles et procédures pouvant être en vigueur à La Ligue de hockey junior majeur du Québec (LHJMQ) ou chez l'une de ses équipes membres. La présente Politique et toute mise à jour de celle-ci lie le personnel de la LHJMQ et de ses équipes membres, et toutes les personnes

associées à la Ligue, parmi celles énumérées ci-haut dans la présente section.

L'application de la présente Politique n'a pas pour effet d'empêcher un employeur, que ce soit La Ligue de hockey junior majeur du Québec (LHJMQ) ou l'une de ses équipes membres, d'appliquer auprès de ses salariés sa politique interne en matière de harcèlement et de mener sa propre enquête administrative de façon à prendre toute mesure qu'il juge adéquate auprès d'une présumée victime et de l'auteur présumé d'abus, de harcèlement, de négligence ou de violence, et ce, même si cette personne est en outre une personne associée à La Ligue de hockey junior majeur du Québec (LHJMQ). Qui plus est, la présente Politique n'a pas pour effet d'empêcher l'application d'un règlement prévoyant l'attribution d'une sanction automatique par La Ligue de hockey junior majeur du Québec (LHJMQ) ou l'une de ses équipes membres dans le cadre d'un match ou d'une compétition impliquant des personnes associées à la Ligue. En tout temps, toute présumée victime peut également s'adresser aux tribunaux compétents afin de faire valoir ses droits, le cas échéant.

## D. RESPONSABILITÉS ET DROITS DES PERSONNES IMPLIQUÉES DANS LE MILIEU

La Ligue de hockey junior majeur du Québec (LHJMQ) rappelle que, conformément à la *Loi sur la protection de la jeunesse*, toute personne ayant des motifs raisonnables doit signaler au Directeur de la protection de la jeunesse (DPJ) toutes les situations d'abus sexuel et tout abus physique commis sur un mineur, et ce, peu importe l'auteur présumé d'abus et les moyens pris par les parents, pour mettre fin à la situation. Cette exigence de dénonciation vise également la situation où un mineur subit des sévices corporels ou est soumis à des méthodes éducatives ou d'encadrements déraisonnables.

Toutes les personnes impliquées dans le milieu doivent maintenir et promouvoir des normes de conduite pour que celui-ci soit exempt d'abus, de harcèlement, de négligence ou de violence, le tout, notamment, en conformité avec les Codes de conduite mis en place par La Ligue de hockey junior majeur du Québec (LHJMQ).

La Ligue de hockey junior majeur du Québec (LHJMQ) s'attend à une collaboration de tous et encourage chacun à dénoncer un comportement qu'il juge inadéquat et à se prévaloir de la présente Politique au besoin.

Toute personne impliquée dans le milieu doit dénoncer à l'Officier des plaintes, tout abus, harcèlement ou violence **à caractère sexuel** commis sur une personne qui est elle aussi impliquée dans le milieu, qu'elle soit mineure ou majeure.

Toute personne impliquée dans le milieu doit dénoncer à l'Officier des plaintes, tout abus, harcèlement, négligence ou violence à caractère **autre que sexuel** commis sur une personne qui est elle aussi impliquée dans le milieu, qu'elle soit mineure ou majeure.

Le personnel de la LHJMQ et de ses équipes membres, et toute personne associée à la Ligue de hockey junior majeur du Québec (LHJMQ), doit collaborer au processus de traitement d'une plainte déposée en vertu de la présente Politique. Toute personne associée à La Ligue de hockey junior majeur du Québec (LHJMQ), doit en outre respecter la confidentialité inhérente au traitement d'une plainte.

## E. DÉPÔT D'UNE PLAINTE

1. a) Pour une plainte d'abus, harcèlement ou violence à caractère sexuel, la plainte peut être déposée à tout moment ;

   b) Pour une plainte d'abus, harcèlement ou violence à caractère autre que sexuel, à moins de circonstances exceptionnelles, la plainte devrait être déposée dans les cent-vingt (120) jours de l'événement ou des événements y donnant naissance.

2. Toute plainte doit être formulée par écrit et être transmise directement à l'Officier des plaintes. Elle doit être signée, comporter le nom et les coordonnées de la présumée victime, une description des faits reprochés et du contexte en plus, d'identifier l'auteur présumé d'abus ou de harcèlement.

3. Lorsque l'Officier des plaintes ou le Comité de protection de l'intégrité juge une plainte comme étant abusive, frivole ou faite de mauvaise foi, il peut entreprendre un nouveau processus de plainte contre le plaignant qui, s'il est une personne associée à la LHJMQ, s'expose à des mesures disciplinaires ou administratives.

   Ainsi, l'Officier des plaintes peut transmettre sa plainte contre le plaignant au Comité de protection de l'intégrité afin que celui-ci convoque et tienne une audition suivant les modalités prévues à la présente Politique, avec les adaptations nécessaires.

   Si c'est le Comité déjà saisi d'un dossier qui constate qu'une plainte est abusive, frivole ou de mauvaise foi, il doit transmettre sa propre plainte à l'Officier des plaintes de façon à ce que celui-ci désigne un nouveau Comité de protection de l'intégrité composé de personnes différentes pour qu'une recommandation soit émise à La Ligue de hockey junior majeur du Québec (LHJMQ) pour sanctionner le comportement fautif du plaignant, le cas échéant.

## F. PROCESSUS DE PLAINTE

4. Le traitement d'une plainte s'effectue dans les plus brefs délais afin d'intervenir rapidement pour faire cesser la situation d'abus, de harcèlement, de négligence ou de violence.

5. Le processus de traitement des plaintes est en fonction du type de plainte concernée, à savoir :

   a) Abus, harcèlement ou violence à caractère sexuel ;

   b) Abus, harcèlement, négligence ou violence à caractère autre que sexuel.

## G. PROCESSUS DE GESTION DES PLAINTES POUR ABUS, HARCÈLEMENT OU VIOLENCE À CARACTÈRE SEXUEL

6. L'Officier des plaintes signale obligatoirement à la DPJ toute plainte d'abus, de harcèlement ou de violence à caractère sexuel si la présumée victime est mineure, sans égard au sérieux ou à la recevabilité de la plainte. Si la présumée victime est majeure, il peut signaler directement la situation au service de police compétent.

   La copie de la plainte pour abus, harcèlement ou violence à caractère sexuel n'est pas communiquée à l'auteur présumé d'abus, de harcèlement ou de violence.

   Toute plainte est traitée dans le respect de la confidentialité de l'identité de la présumée victime. Cependant, s'il s'avère impossible de traiter la plainte sans que, en raison de la nature de l'information transmise, la présumée victime soit identifiée, cette dernière en est informée. La présumée victime peut choisir de rester anonyme.

7. Si l'une ou l'autre des personnes visées par une plainte pour abus, harcèlement, négligence ou violence à caractère sexuel est un salarié, membre du personnel de La Ligue de hockey junior majeur du Québec (LHJMQ), l'Officier des plaintes en transmet immédiatement copie au Commissaire de La Ligue de hockey junior majeur du Québec (LHJMQ) afin que le dossier puisse au besoin être également pris en charge par son responsable des ressources humaines et la direction des services aux joueurs. S'il est de la connaissance de l'Officier des plaintes que l'une ou l'autre des personnes visées par une telle plainte est ou pourrait être un salarié de l'une des équipes membres de la LHJMQ ou une personne associée à la Ligue, l'Officier avise par écrit le plaignant et la présumée victime qu'ils peuvent en outre transmettre une plainte directement auprès de l'employeur concerné, et ce, dès qu'il se prononce sur la recevabilité de la plainte.

8. Lorsque l'Officier des plaintes reçoit une plainte pour abus, harcèlement ou violence à caractère sexuel, il peut contacter le plaignant et la présumée victime pour obtenir des informations complémentaires lui permettant d'évaluer si la plainte apparaît sérieuse et recevable. La nature des faits, leur gravité, la force probante des allégations ou la personne visée sont considérées par l'Officier dans le cadre de son analyse. En ce qui concerne une plainte signalée à la DPJ comme prévu à la section 5 ci-haut, l'Officier des plaintes attend la décision rendue par la DPJ quant à la recevabilité de ladite plainte et s'y conforme.

9. Lorsque l'Officier des plaintes a des motifs raisonnables de croire au sérieux d'une plainte pour abus, harcèlement ou violence à caractère sexuel, il confirme par courriel ou courrier recommandé au plaignant et à la présumée victime, le cas échéant, que la plainte est recevable et a été retenue, et ce, dès que possible. Au cas contraire, il en informe de la même façon le plaignant et la présumée victime en motivant le refus.

10. Si l'auteur présumé d'abus, de harcèlement ou de violence à caractère sexuel est un membre du personnel de la LHJMQ ou de l'une de ses équipes membres, ou une personne associée à la Ligue, l'Officier l'avise dès que possible qu'il fait l'objet d'une plainte recevable pour abus, harcèlement ou violence à caractère sexuel et qu'il est automatiquement exclu de tous les programmes et activités de la Ligue de hockey junior majeur

du Québec (LHJMQ) ou de l'une de ses équipes membres, pour une durée indéterminée. L'exclusion vaut pour tous les paliers, le cas échéant. L'Officier avise également la Ligue de hockey junior majeur du Québec (LHJMQ) qu'un membre du personnel de la LHJMQ ou de l'une de ses équipes membres ou une personne associée à la Ligue soit exclue suite à une plainte pour abus, harcèlement ou violence à caractère sexuel. À ce stade, une enquête formelle n'est pas réalisée par l'Officier des plaintes afin de ne pas compromettre ou contaminer le travail de la DPJ ou du service de police.

11. L'exclusion automatique à durée indéterminée confirmée par l'Officier des plaintes demeure en vigueur jusqu'à ce que le Comité de protection de l'intégrité ait pris une décision sur la demande de réévaluation déposée par l'auteur présumé d'abus, de harcèlement ou de violence à caractère sexuel. Pour saisir le Comité, l'auteur présumé doit d'abord démontrer à l'Officier des plaintes par une demande écrite que des motifs raisonnables justifient une réévaluation de son dossier (par exemple, fin de l'enquête menée par le service de police et la DPJ, jugement rendu par un tribunal, etc.).

    Dans le cadre de l'analyse de la demande de réévaluation, l'Officier des plaintes peut contacter le plaignant et la présumée victime pour obtenir des informations complémentaires. En présence de motifs pouvant à première vue soutenir une réévaluation du dossier, l'Officier en informe par courriel ou courrier recommandé l'auteur présumé d'abus, de harcèlement ou de violence à caractère sexuel, ainsi que le plaignant et la présumée victime, le cas échéant, et ce, dans les dix (10) jours de la réception de la demande à moins de circonstances exceptionnelles.

    La demande de réévaluation est alors transmise pour décision au Comité de protection de l'intégrité suivant les modalités prévues dans la présente Politique (article 23 et suivants), avec les adaptations nécessaires. Le Comité peut, le cas échéant, recommander à La Ligue de hockey junior majeur du Québec (LHJMQ) une sanction disciplinaire en plus de se prononcer sur l'issue de la mesure administrative dont fait l'objet l'auteur présumé d'abus, de harcèlement ou de violence à caractère sexuel.

    Si le plaignant fait des représentations devant le Comité de protection de l'intégrité dans le cadre d'une audition, il consent alors de ce fait à ce que son nom soit dévoilé aux autres parties impliquées. Dans tous les cas, la copie de la plainte pour abus, harcèlement ou violence à caractère sexuel n'est pas communiquée aux parties.

12. Si l'auteur présumé d'abus, de harcèlement ou de violence à caractère sexuel n'est pas un membre du personnel de la LHJMQ ou de l'une de ses équipes membres, ou une personne associée à la Ligue, l'Officier des plaintes détermine alors quelle mesure administrative, le cas échéant, peut être prise par La Ligue de hockey junior majeur du Québec (LHJMQ) et en informe le plaignant et la présumée victime.

13. Les décisions prises par l'Officier des plaintes sont finales et sans appel.

## H. PROCESSUS DE GESTION DES PLAINTES POUR ABUS, HARCÈLEMENT, NÉGLIGENCE OU VIOLENCE À CARACTÈRE AUTRE QUE SEXUEL

14. Si l'une ou l'autre des personnes visées par une plainte pour abus, harcèlement, négligence ou violence à caractère autre que sexuel est un salarié de La Ligue de hockey junior majeur du Québec (LHJMQ), l'Officier des plaintes en transmet immédiatement copie au Commissaire de La Ligue de hockey junior majeur du Québec (LHJMQ) afin que le dossier puisse au besoin être également pris en charge par la direction des services aux joueurs. S'il est de la connaissance de l'Officier des plaintes que l'une ou l'autre des personnes visées par une telle plainte est ou pourrait être un salarié de l'une de ses équipes membres ou une personne associée à la Ligue, l'Officier avise par écrit le plaignant et la présumée victime qu'ils peuvent en outre transmettre une plainte directement auprès de l'employeur concerné, et ce, dès qu'il se prononce sur la recevabilité de la plainte.

15. Lorsque l'Officier des plaintes reçoit une plainte pour abus, harcèlement, négligence ou violence à caractère autre que sexuel, il peut contacter le plaignant ou la présumée victime pour obtenir des informations complémentaires lui permettant d'évaluer si la plainte est recevable. Face à une plainte qui lui apparaît recevable, l'Officier confirme par courriel ou courrier recommandé au plaignant et à la présumée victime, le cas échéant, que la plainte est recevable, et ce, dans les dix (10) jours de sa réception à moins de circonstances exceptionnelles. Au cas contraire, il en informe de la même façon le plaignant et la présumée victime en motivant le refus.

16. Au moment de recevoir une plainte pour abus, harcèlement, négligence ou violence à caractère autre que sexuel, si l'Officier des plaintes a des motifs raisonnables de croire que la sécurité de la présumée victime est compromise par l'auteur présumé d'abus, de harcèlement, de négligence ou de violence à caractère autre que sexuel, il peut recommander au titre de mesure administrative l'exclusion par la Ligue de hockey junior majeur du Québec (LHJMQ) de tous ses programmes et activités ou de celles de ses équipes membres, pour une durée indéterminée à titre de membre du personnel de la LHJMQ ou de l'une de ses équipes membres, ou de personne associée à la Ligue et ce, pour tous les paliers et pour valoir jusqu'à ce que le Comité de protection de l'intégrité ait pris une décision suite à une audition sur la plainte. La personne concernée est avisée dès que possible, par courriel ou courrier recommandé de la décision.

    La nature des faits, leur gravité, la force probante des allégations ou la personne visée sont considérées par l'Officier dans le cadre de son analyse, celui-ci pouvant en outre communiquer avec la police et la DPJ en présence d'une présumée victime mineure.

17. L'Officier des plaintes signale par ailleurs obligatoirement à la DPJ toute plainte de violence ou d'abus physique qu'il a jugée recevable puis retenue si la présumée victime est mineure et qu'il a des motifs raisonnables de croire que sa sécurité est compromise.

18. Si l'auteur présumé d'abus, de harcèlement, de négligence ou de violence à caractère autre que sexuel n'est pas un membre du personnel de la LHJMQ ou de l'une de ses équipes membres, ou une personne associée à la Ligue de hockey junior majeur du Québec (LHJMQ), l'Officier des plaintes détermine alors quelle mesure administrative, le

cas échéant, peut être prise par la LHJMQ et en informe le plaignant et la présumée victime.

19. Avant de transmettre le dossier au Comité de protection de l'intégrité afin d'entamer la démarche formelle, l'Officier des plaintes peut proposer au plaignant, à la présumée victime et à l'auteur présumé d'abus, de harcèlement, de négligence ou de violence à caractère autre que sexuel, si cela est opportun, une démarche informelle de résolution dont l'objectif est de rechercher des solutions à la problématique avec la participation de bonne foi de chacun et non pas d'établir s'il y a présence d'abus, de harcèlement, de négligence ou de violence à caractère autre que sexuel. Cette démarche de médiation peut être effectuée par l'entremise d'un médiateur interne ou externe, si les personnes en cause y consentent.

20. Les échanges pendant le processus informel demeurent confidentiels. Seule l'entente de collaboration résultant de la médiation est consignée par écrit, signée par les parties et remise à l'Officier des plaintes. Si les parties refusent l'approche informelle ou si la médiation échoue, le traitement de la plainte se poursuit par la démarche d'enquête formelle.

21. L'Officier ayant statué qu'une plainte est recevable, en transmet copie au Comité de protection de l'intégrité, de façon à tenir une audition entre les parties impliquées, à moins que le dossier ait été réglé dans le cadre d'une médiation.

22. Les décisions prises par l'Officier des plaintes sont finales et sans appel.

## Composition du Comité de protection de l'intégrité

23. Le Comité de protection de l'intégrité est composé de trois (3) personnes choisies par l'Officier des plaintes parmi une liste de candidats qualifiés. Ces personnes ne peuvent pas être des salariés ou des administrateurs de La Ligue de hockey junior majeur du Québec (LHJMQ) ou de l'une de ses équipes membres.

24. Toute personne siégeant au Comité de protection de l'intégrité doit éviter de se trouver dans une situation de conflit d'intérêts ou d'apparence de conflits d'intérêts avec les parties impliquées dans une plainte afin de préserver l'impartialité du processus.

25. Afin de diriger l'audition, les personnes choisies pour siéger au Comité de protection de l'intégrité désignent parmi elles, celle qui agira comme président du Comité.

26. Le président du Comité transmet par courriel ou courrier recommandé au plaignant, à la présumée victime et à l'intimé (présumé auteur d'abus, de harcèlement, de négligence ou de violence à caractère autre que sexuel) un avis d'audition au moins vingt (20) jours avant sa tenue. L'avis d'audition adressé à l'intimé doit faire état des motifs pour lesquels il est convoqué. Est jointe à cet envoi une copie de la présente Politique. Le comité peut siéger en tout endroit au Québec en fonction des besoins. L'audition peut aussi se tenir par visioconférence ou par conférence téléphonique.

## Procédure d'audition

27. L'audition est tenue à huis clos.

28. Le Comité procède en premier lieu à entendre la preuve du plaignant puis de la présumée victime. Il entend ensuite la preuve de l'intimé. Il entend en dernier lieu les représentations du plaignant, de la présumée victime et de l'intimé. Chacune des parties est responsable de s'assurer de la présence et d'assumer les frais inhérents à ses témoins et d'avoir pour l'occasion assez de copies des documents qu'elle entend utiliser pour l'ensemble des participantes et des participants à l'audition (6 au total).

29. Le Comité peut accepter de reporter une audition s'il juge que les motifs invoqués par une partie sont sérieux.

30. Lorsque l'intimé dûment convoqué pour l'audition n'est pas présent, le Comité prend une décision en fonction de la seule preuve qui lui est présentée par l'une ou l'autre des parties présentes.

31. Lorsque le plaignant et la présumée victime, dûment convoqués pour l'audition, ne sont ni l'un ni l'autre présents ou en mesure de produire de preuve à l'appui de la plainte, le comité doit, faute de preuve, la rejeter.

## Règles de preuve

32. La preuve par ouï-dire n'est pas admise.

33. Les parties peuvent témoigner elles-mêmes ou être interrogées par leur accompagnateur.

34. Les témoins des parties peuvent témoigner eux-mêmes ou être interrogés par leur accompagnateur.

35. Le contre-interrogatoire par la partie adverse n'est pas permis.

## Décision du Comité de protection de l'intégrité

36. Le Comité dispose de vingt (20) jours pour transmettre sa décision aux parties et au Commissaire de la LHJMQ, par courriel ou courrier recommandé.

37. Le Comité peut accueillir ou rejeter la plainte à l'issue de son audition. S'il accueille la plainte, le Comité peut recommander à la LHJMQ l'une ou l'autre ou une combinaison des sanctions suivantes :

a) Déposer une réprimande au dossier de la personne visée par la plainte, si elle est un membre du personnel de la LHJMQ ou de l'une de ses équipes membres, ou une personne associée à la Ligue, et pour laquelle un dossier est maintenu (par exemple, un joueur, officiel, un entraineur etc.);

b) Exiger de la personne visée par la plainte, si elle est un membre du personnel de la LHJMQ ou de l'une de ses équipes membres, ou une personne associée à la Ligue (à l'exception des joueurs), le versement d'une pénalité de 100,00 $ à 2 000,00 $, à être acquittée auprès de La Ligue de hockey junior majeur du Québec (LHJMQ) dans le délai qu'il détermine. À défaut de payer à La Ligue de hockey junior majeur du Québec (LHJMQ) la pénalité établie dans le délai imparti, la personne visée par la plainte est dès le lendemain de l'échéance, automatiquement suspendue de tout programme ou activité de la LHJMQ et de ses équipes membres et ce, jusqu'à ce qu'elle ait exécuté son obligation ;

c) Exiger de la personne visée par la plainte, si elle est un membre du personnel de la LHJMQ ou de l'une de ses équipes membres, ou une personne associée à la Ligue, des conditions et engagements ;

d) Exiger que la personne visée par la plainte, si elle est un membre du personnel de la LHJMQ ou de l'une de ses équipes membres, ou une personne associée à la Ligue, participe, à ses frais, à une formation indiquée par le Comité dans le délai qu'il détermine pour maintenir son statut. À défaut d'être en mesure de prouver à La Ligue de hockey junior majeur du Québec (LHJMQ) qu'elle a effectué la formation dans le délai imparti, la personne visée par la plainte est dès le lendemain de l'échéance, automatiquement suspendue de tout programme et activité de La Ligue de hockey junior majeur du Québec (LHJMQ) et de ses équipes membres et ce, jusqu'à ce qu'elle ait exécuté son obligation et qu'il soit en mesure de le prouver ;

e) Restreindre les activités et programmes sanctionnés auxquels peut participer la personne visée par la plainte pour la durée qu'il détermine ;

f) Suspendre la personne visée par la plainte, si elle est un membre du personnel de la LHJMQ ou de l'une de ses équipes membres, ou une personne associée à la Ligue de La Ligue de hockey junior majeur du Québec (LHJMQ) et de l'ensemble de ses équipes membres pour une durée maximale de douze (12) mois ;

38. Expulser de la Ligue de hockey junior majeur du Québec (LHJMQ) et de l'ensemble de ses équipes membres, la personne visée par la plainte, si elle est un membre du personnel de la LHJMQ ou de l'une de ses équipes membres, ou une personne associée à la Ligue,

39. La décision du Comité de protection de l'intégrité est finale et sans appel.

40. La Ligue de hockey junior majeur du Québec (LHJMQ) conserve en tout temps le droit d'entreprendre contre l'intimé toutes les procédures nécessaires afin de forcer le paiement d'une pénalité.

## I. CONFIDENTIALITÉ

La Ligue de hockey junior majeur du Québec (LHJMQ) respecte le droit des personnes physiques à la confidentialité des renseignements personnels les concernant. En conséquence, elle reconnaît que les renseignements personnels obtenus en lien avec l'application de la présente Politique et les décisions prises en application de la présente Politique sont de nature confidentielle et qu'ils le demeureront dans les limites prévues par la loi.

## J. ENGAGEMENT DU PERSONNEL DE LA LIGUE DE HOCKEY JUNIOR MAJEUR DU QUÉBEC (LHJMQ) ET DE SES ÉQUIPES MEMBRES, ET DES PERSONNES ASSOCIÉES À LA LIGUE

Tous les membres du personnel de la LHJMQ ou de l'une de ses équipes membres, et toutes les personnes associées à la Ligue doivent rendre accessible la présente Politique, notamment, en indiquant par écrit dans les contrats, ou lors des inscriptions/adhésions, que la Politique existe, et en la publiant sur leur site web.

Tous les membres du personnel de la LHJMQ ou de l'une de ses équipes membres, et toutes les personnes associées à la Ligue doivent respecter et mettre en place, le cas échéant, les mesures appropriées afin d'appliquer les décisions rendues par l'Officier des plaintes et par le Comité de protection de l'intégrité. Il appartient à l'Officier des plaintes de faire les vérifications nécessaires auprès des individus mentionnés ci-haut afin de s'assurer du respect des décisions rendues en exécution de la présente Politique.

À défaut de respecter les décisions rendues et de mettre en place les mesures qui s'imposent, ces mêmes individus s'exposent alors à des mesures disciplinaires ou à des mesures administratives. Dans ces circonstances, l'Officier des plaintes transmet copie de sa plainte au Comité de protection de l'intégrité afin qu'il tienne une audition suivant les modalités prévues à la présente, avec les adaptations nécessaires, afin qu'une décision soit prise pour sanctionner le comportement fautif.

## K. CONTESTATION D'UNE DÉCISION ET CLAUSE DE NON-RESPONSABILITÉ

À moins de pouvoir opposer une erreur de droit ou une contravention à l'ordre public, la validité ou la légalité des décisions prises en application de la présente Politique ne peut être contestée devant les tribunaux.

La Ligue de hockey junior majeur du Québec (LHJMQ) exclut expressément sa responsabilité civile ainsi que celle de ses mandataires, préposés et représentants pour tout préjudice découlant directement ou indirectement de l'application de la présente Politique, sauf en présence d'une faute intentionnelle ou lourde.

## L. IDENTIFICATION DE CERTAINES RESSOURCES À CONTACTER EN PRÉSENCE D'UNE SITUATION D'ABUS OU DE HARCÈLEMENT

a) Le directeur de la protection de la jeunesse de votre région
b) Le service de police
c) Sport'Aide

   Par téléphone et SMS
   1-833-211-AIDE (2433)
   1-833-245-HELP (4357)

d) Toutes autres ressources indiquées en Annexe B de la présente politique.

**** En cas de divergence entre la version française et la version anglaise de la Politique, règles et procédures en matière de protection de l'intégrité, la version française prévaudra.***

## ANNEXE A — DÉFINITIONS

***Les concepts énoncés dans cette section s'appliquent à toutes les participantes ou tous les participants du milieu sportif ou du loisir, incluant les clientèles vulnérables (participantes ou participants présentant un handicap d'ordre physique ou intellectuel) et les athlètes engagés vers l'excellence.***

***Les mots ou expressions en caractères gras se retrouvant à même une définition sont définis à la présente annexe.***

### Abus physique :

1° Lorsqu'une personne subit des **sévices** corporels qui laissent ou non des marques, ou est soumise à des méthodes éducatives déraisonnables de la part d'un ou de ses parents, ou de la part de toute autre personne impliquée dans le milieu.

2° lorsqu'une personne encourt un risque sérieux de subir des **sévices** corporels qui laissent ou non des marques, ou d'être soumise à des méthodes éducatives déraisonnables de la part d'un ou de ses parents, ou de toute autre personne impliquée dans son milieu.

### Abus sexuel :

1° Un geste ou un agissement à caractère sexuel, avec ou sans contact physique, incluant toute forme d'exploitation sexuelle, posé par toute personne contre une autre ;

2° Le risque sérieux qu'un geste ou un agissement à caractère sexuel, avec ou sans contact physique, incluant toute forme d'exploitation sexuelle, soit posé par toute personne contre une autre.

Est assimilé à un abus sexuel, tout **harcèlement sexuel** ou toute conduite de nature sexuelle non sollicitée.

### Agression sexuelle :

Geste à caractère sexuel, avec ou sans contact physique, commis par un individu sans le consentement de la personne visée ou dans certains cas, notamment dans celui des enfants, par une manipulation affective ou par du chantage. Il s'agit d'un acte visant à assujettir une autre personne à ses propres désirs par un abus de pouvoir, par l'utilisation de la force ou de la contrainte, ou sous la menace implicite ou explicite. Une agression sexuelle porte atteinte aux droits fondamentaux, notamment à l'intégrité physique et psychologique et à la sécurité de la personne. Cette définition s'applique, peu importe l'âge, le sexe, la culture, la religion et l'orientation sexuelle de la personne victime ou de l'agresseur sexuel, peu importe le type de geste à caractère sexuel posé et le lieu ou le milieu de vie dans lequel il a été fait, et, quelle que soit la nature du lien existant entre la personne victime et l'agresseur sexuel.

### Harcèlement psychologique :

Conduite vexatoire se manifestant soit par des comportements, des paroles, des actes ou des gestes répétés, qui sont hostiles ou non désirés, laquelle porte atteinte à la dignité ou à l'intégrité

psychologique ou physique de la personne et qui entraîne, pour celle-ci, un milieu de vie néfaste. Une seule conduite grave peut aussi constituer du harcèlement si elle porte une atteinte et produit un effet nocif continu pour la personne.

Exemples de comportements pouvant être liés à du harcèlement psychologique : intimidation, cyber intimidation, menaces, isolement ; propos ou gestes offensants ou diffamatoires à l'égard d'une personne ou de son travail ; violence verbale ; dénigrement.

**Harcèlement sexuel :**

Un comportement à connotation sexuelle abusif, blessant et importun qui, pour la personne qui en fait l'objet, entraîne des conséquences directes sur le maintien ou l'amélioration de ses conditions de vie, et/ou crée à son endroit un climat d'intimidation, d'humiliation ou d'hostilité.

Exemples de comportements pouvant être liés à du harcèlement sexuel : toute forme d'attention ou d'avance non désirée à connotation sexuelle, par exemple : sollicitation insistante, regards, baisers ou attouchements, insultes sexistes, propos grossiers ; propos, blagues ou images à connotation sexuelle par tout moyen, technologique ou autres.

**Négligence :**

1° Lorsque les parents d'un enfant, ou la personne qui en a la garde ne répondent pas à ses besoins fondamentaux, soit sur le plan physique, soit sur le plan de sa santé physique ou mentale, soit en ne lui fournissant pas une surveillance ou un encadrement approprié ;

2. Lorsqu'une personne n'agit pas avec la prudence dont ferait preuve une personne raisonnable dans les mêmes circonstances.

Il peut s'agir d'une action, d'une omission, ou les deux.

Exemple de négligence en contexte sportif ou de loisir : demander à une participante ou à un participant, ou à une personne impliquée dans le milieu d'abandonner ou de prendre une pause de l'école, de s'entraîner au lieu de fréquenter l'école en dehors des moments prévus (ex. : calendrier de compétitions, sports-études) ; savoir qu'une participante ou un participant, ou une personne impliquée dans le milieu ne reçoit pas les soins requis par son état de santé mentale ou physique et ne pas intervenir ; savoir qu'un jeune a une conduite dangereuse envers lui-même (ex. : désordre alimentaire ou utilisation de substance dopante) et ne pas intervenir, savoir qu'une participante ou un participant, ou une personne impliquée dans le milieu est ou a été victime de violence physique, psychologique ou sexuelle et ne rien faire pour le protéger.

**Sévices :**

Mauvais traitements corporels exercés sur quelqu'un qu'on a sous son autorité ou sous sa garde.

**Violence :**

On entend par violence toute manifestation de force, de forme verbale, écrite, physique, psycholo-

gique ou sexuelle, exercée contre une personne, ayant pour effet d'engendrer des sentiments de détresse, de la léser, de la blesser ou de l'opprimer en s'attaquant à son intégrité ou à son bien-être psychologique ou physique, à ses droits ou à ses biens.

En contexte sportif ou de loisir, cette violence peut être manifestée par une personne en autorité (ex. : un entraîneur), des pairs (coéquipiers, adversaires), des parents, *des gérants, des représentants d'équipes*, des spectateurs, un membre de l'équipe médicale ou de soutien (préparateur physique, massothérapeute, etc.). Elle peut survenir dans les vestiaires ou dans les douches, sur le terrain pendant une partie ou un entraînement, au domicile d'un entraîneur ou, encore, à l'occasion de compétitions, d'initiations sportives *ou* de voyages à l'extérieur.

**Violence physique :**

Toute action de nature physique émise par un parent ou par toute personne impliquée dans le milieu qui, dans une situation de conflit avec une autre personne du milieu, risque, peu importe l'intention, de compromettre l'intégrité ou le bien-être psychologique ou physique de cette dernière.

**Violence psychologique :**

Lorsqu'une personne subit, de façon grave et continue, des comportements de nature à lui causer un préjudice de la part d'un parent ou d'une autre personne impliquée dans le milieu. Ces comportements se traduisent notamment par de l'indifférence, du dénigrement, du rejet affectif, du contrôle excessif, de l'isolement, des menaces, de l'exploitation, entre autres si l'enfant est forcé à faire un travail ou une activité disproportionnée par rapport à ses capacités.

Exemples de violence psychologique en milieu sportif ou de loisir : Crier des injures (jurons, sacres), dire des choses méchantes ou faire des remarques humiliantes à la participante ou au participant, menacer la participante ou le participant de blessure physique ou prétendre lui lancer un objet, expulser ou exclure la participante ou le participant d'un entraînement de façon systématique, rejeter ou ignorer volontairement la participante ou le participant (ignorer systématiquement sa présence), forcer la participante ou le participant à s'entraîner malgré une blessure connue de l'équipe d'encadrement, infliger des entraînements supplémentaires qui mènent à l'épuisement ou qui rendent la participante ou le participant malade, demander à la participante ou au participant d'exécuter des mouvements ou des gestes techniques trop difficiles pour ses capacités, toutes autres demandes qui pourraient avoir des impacts négatifs sur la santé d'une participante ou d'un participant (ex. : utilisation de techniques de poids dangereuses, de produits dopants, etc.).

**Violence sexuelle :**

Un acte sexuel commis ou tenté par une personne sans que cela soit librement consenti, ou contre une personne incapable de consentir ou de refuser. Le terme violence sexuelle inclut **l'agression sexuelle**, l'**abus sexuel** ainsi que le **harcèlement sexuel**.

Exemple de violence sexuelle en contexte sportif ou de loisir : toucher toute partie intime d'une participante ou d'un participant, ou d'une personne impliquée dans le milieu, faire des plaisanteries sexuelles offensantes, poser des gestes suggestifs, exhiber ses parties intimes, toucher les

parties intimes de quelqu'un, forcer une participante ou un participant, ou une personne impliquée dans le milieu, à réaliser des actes sexuels en échange de faveurs, de privilèges, ou sous la manipulation d'un pair, avoir une conversation orale ou écrite de nature sexuelle, exposer une participante ou un participant, ou une personne impliquée dans le milieu, à des images sexuelles.

**Précision**

**Intimidation :**

Tout comportement, parole, acte, geste délibéré ou non, à caractère répétitif, exprimé directement ou indirectement, y compris dans le cyberespace, dans un contexte caractérisé par l'inégalité des rapports de force entre les personnes concernées, ayant pour effet d'engendrer des sentiments de détresse et de léser, blesser, opprimer ou ostraciser.

**L'intimidation telle qu'on l'entend dans la présente annexe fait partie des trois types de violence définis ci-haut, soit la violence physique, la violence psychologique et la violence sexuelle.**

## ANNEXE B — CODES DE CONDUITE

Comme énoncé dans le préambule de la présente Politique sur l'intégrité, les Codes de conduite font partie intégrante de la Politique et lient le personnel de la LHJMQ et de ses équipes membres, de même que les personnes associées à la LHJMQ.

Ainsi, il incombe au personnel de la LHJMQ et au personnel de ses équipes membres d'informer toutes les personnes impliquées dans le milieu, et plus particulièrement les personnes associées à la LHJMQ, de l'existence de la Politique sur l'intégrité et des Codes de conduite. Il leur incombe également de faire signer le **Code de vestiaire** à chaque joueur et à chaque membre du personnel des équipes membres de la LHJMQ, par lequel le signataire reconnaît avoir pris connaissance de la Politique et des Codes de conduite, et adhère à leur contenu.

Il incombe également à chaque équipe membre de la LHJMQ d'aviser les personnes associées à l'équipe que tout manquement à l'une ou l'autre des obligations contenues à la présente Politique sur l'intégrité et à ses Codes de conduite est passible d'une sanction. Ladite sanction est imposée par le comité sur l'intégrité en ce qui concerne un manquement en matière d'abus, de harcèlement, de violence ou de négligence visée par la Politique sur l'intégrité.

Tout manquement à l'égard d'un comportement qui ne fait pas l'objet de la présente Politique en matière de protection de l'intégrité est passible d'une sanction imposée par le Commissaire, le Directeur de la sécurité des joueurs de la Ligue, ou le responsable approprié de l'équipe membre de la LHJMQ.

# LIGUE DE HOCKEY JUNIOR MAJEUR DU QUÉBEC

## CODES DE CONDUITE

# 1. Préambule

| **Code de conduite du joueur** | |
|---|---|
| Date d'adoption | Septembre 2015 |
| Dates de révision | Septembre 2023 |
| **Code de conduite de l'entraîneur** | |
| Date d'adoption | Septembre 2023 |
| Dates de révision | n/a |

Les présents codes de conduite sont sous l'autorité de la direction de la LHJMQ. Des règles peuvent être soit modifiées ou ajoutées après approbation lors des réunions des membres de la LHJMQ.

## 1.1 La déclaration de principe de la LHJMQ

La raison d'être de la ligue et de ses équipes est de contribuer au développement des jeunes joueurs étudiants amateurs de seize à vingt ans en vue de les faire progresser vers les plus hauts circuits de hockey professionnels.

La ligue et les équipes se doivent d'assurer le développement optimal et de préserver l'intégrité du joueur sur le plan de la capacité et de la condition physique et mentale. Elles ont aussi à cœur sa bonne conduite en tout temps comme membre d'une organisation, que ce soit dans le cadre du sport lui-même ou à l'extérieur de ce dernier. Enfin, elles se doivent d'assurer une continuité scolaire de qualité permettant au joueur étudiant de poursuivre ses études de façon continue pendant et après ses années dans la LHJMQ.

## 1.2 La mission de la LHJMQ

La LHJMQ a pour mission de faire évoluer le hockey par l'encadrement sportif et académique de ses joueurs d'élite dans un environnement sécuritaire et formateur pour les préparer à leur vie d'adulte.

## 1.3 L'éthique

L'éthique est un ensemble des valeurs qu'une organisation reconnaît comme fondamentales pour réaliser sa mission et qui servent de guide à un individu ou à un groupe afin de l'aider à juger de la justesse de ses comportements. Les codes de conduite s'appuient sur des valeurs et des règles que la LHJMQ privilégie pour assurer la sécurité et la protection de l'intégrité en contexte sportif.

## 1.4 Valeurs fondamentales dans le sport

- Le respect
- L'intégrité
- La sécurité
- La dignité
- L'esprit sportif
- Le dépassement de soi
- L'engagement
- La persévérance et la ténacité
- L'honnêteté
- La bienveillance

## 1.5 Les politiques de la LHJMQ

- **La politique scolaire**

  La LHJMQ s'est dotée d'une politique scolaire afin d'encadrer ses joueurs dans leur parcours scolaire et les aider à devenir des citoyens responsables et bien éduqués. Tous les joueurs ont l'obligation de suivre des cours reconnus par la LHJMQ; la direction et le personnel des équipes doivent les accompagner dans leur cheminement scolaire.

- **La politique antidiscriminatoire**

  La ligue souscrit entièrement au principe fondamental que toute personne a droit à la reconnaissance et à l'égalité des droits et libertés de la personne en pleine égalité, sans distinction, exclusion ou préférence fondées, non limitativement, sur la race, le sexe, la couleur, la religion, la langue, l'origine ethnique ou nationale, l'orientation sexuelle, le handicap, le statut ou la condition sociale ou en relation avec tout autre motif de discriminations prohibé par la loi. De ce fait, la LHJMQ s'engage à ne tolérer aucune attitude vexatoire et aucun comportement discriminatoire, ou toute forme de discrimination tel qu'indiqué dans sa politique antidiscriminatoire.

- **La politique de prévention et de traitement du harcèlement et de la violence et sa charte contre la violence**

  La Politique a été adoptée dans le but d'offrir aux employés de la LHJMQ, aux joueurs, aux arbitres et aux autres personnes associées à la LHJMQ, un environnement exempt de harcèlement, de discrimination et de violence.

Cette politique a aussi comme objectif de promouvoir et maintenir un milieu sportif sain, sécuritaire, exempt de violences à caractère sexuel et favorisant la protection de la dignité, de l'intégrité physique et psychologique des personnes.

Dans le cadre de sa mission de lutte contre la violence dans le hockey, la ligue s'est également dotée d'une charte relative à la prévention de la violence. Elle s'engage à protéger la santé physique et mentale des joueurs et l'image du sport en condamnant tous comportements violents non conformes aux règles de jeu et aux valeurs sportives.

- **La politique sur les médias sociaux**

La LHJMQ comprend et apprécie l'importance du réseautage social à l'égard des vies personnelles et professionnelles de ses acteurs. Cependant il s'agit aussi d'une plateforme sujette à la prolifération de comportements pouvant être inappropriés, des comportements qui peuvent porter atteinte ou préjudice à la Ligue, à ses membres et à son public.

De ce fait, la ligue s'est dotée d'une politique officielle sur les médias sociaux afin de protéger toutes les parties contre le harcèlement, les gestes ou comportements inappropriés, peu importe les intentions invoquées.

- **La politique antidopage**

La LHJMQ s'est dotée d'une politique antidopage afin de protéger la santé et la sécurité des joueurs ainsi que l'image et les valeurs du sport. Chaque saison, les joueurs reçoivent une formation en ligne pour les sensibiliser aux conséquences de l'usage de substances interdites. Des contrôles antidopage ont également lieu durant la saison régulière, durant les évènements de la Ligue canadienne de hockey (LCH) et durant les séries éliminatoires.

- **Le code de civilité**

Le code de civilité [Ligue/Équipe] est un énoncé d'attitudes et de comportements associés au savoir vivre, lequel est encouragé par la LHJMQ pour maintenir un milieu de travail respectueux, harmonieux et efficace.

- **Le guide des familles d'accueil**

Ce guide a été rédigé pour aider les familles d'accueil dans leur rôle et pour mieux définir les règles à adopter pour assurer un encadrement adéquat.

**À ce titre, ces politiques et les présents codes de conduite ont été établi afin d'assurer que la LHJMQ demeure un leader dans le développement des joueurs de hockey dans un environnement sain. Leur but est de sauvegarder et de promouvoir ces orientations tout en protégeant les joueurs, les entraîneurs et la bonne réputation de la LHJMQ, des équipes et du sport. Ils déterminent des attitudes et des comportements jugés appropriés pour une saine pratique du hockey au sein de la ligue et pour l'image de celle-ci.**

## 1.6 Principes directeurs :

Les codes de conduite de la LHJMQ reposent sur trois (3) principes directeurs :

1. Tous les joueurs et le personnel des équipes et de la ligue ont pour obligation d'adhérer aux règlements de la LHJMQ.
2. Les joueurs et le personnel des équipes et de la ligue doivent intégrer et démontrer, à travers leurs paroles, leurs attitudes et leurs comportements, les valeurs fondamentales dans le sport et veiller à respecter en tout temps l'esprit et les exigences particulières du code de conduite.
3. La mission, les valeurs sportives, les politiques, les règlements de la ligue, les codes de conduites ainsi que la sécurité et le bien-être des joueurs doivent toujours prévaloir et ils ne doivent jamais être sacrifiés au profit de la gloire personnelle ou de la victoire à tout prix.

## 1.7 Modalités d'opération

- Les dirigeants de chaque équipe : Ils ont la responsabilité de faire connaître toutes les politiques et les présents codes de conduite aux membres du personnel de leur équipe et aux joueurs, et de leur rappeler qu'ils doivent les respecter. Les dirigeants des équipes ont aussi la responsabilité d'intervenir rapidement lorsqu'un manquement survient et d'en informer immédiatement le bureau du commissaire de la LHJMQ.

- Les dirigeants de la ligue : Ils ont pour leur part, la responsabilité de s'assurer de faire respecter les politiques et les codes de conduite.

**À cet effet, les dirigeants des équipes et de la ligue ont comme rôle d'évaluer chaque situation de manquement aux codes de conduite et d'émettre soit un avertissement, une sanction selon la gravité de la situation et des conséquences encourues.**

## 1.8 Manquement aux Codes de conduite

Toute action ou tout comportement qui transgresse les Codes de conduite est considéré comme un manquement et pourrait entraîner des sanctions disciplinaires notamment une réprimande, un nombre de matchs de suspension, un retrait temporaire de l'équipe, une expulsion de la LHJMQ.

## 1.9 Devoirs et obligations

Pour bénéficier au maximum de la pratique du hockey dans la LHJMQ, les joueurs et les entraîneurs doivent adopter des attitudes et des comportements qui découlent des valeurs fondamentales dans le sport.

# Le Code de conduite du Joueur

| VALEURS | COMPORTEMENTS ATTENDUS |
|---|---|
| Le respect de soi, des autres et des règlements | • Je respecte mon corps en ne consommant pas de drogues et en adoptant une bonne hygiène de vie.<br>• Je respecte les règlements et les politiques de la LHJMQ et de l'équipe, et toutes les lois en vigueur.<br>• Je suis respectueux envers mes coéquipiers, mes entraîneurs, les officiels, les gens de la communauté, ma famille d'accueil, mes adversaires, et ce peu importe leur genre, identité ou origine ethnique.<br>• Je respecte la notion de consentement. |
| L'intégrité | • J'exerce une influence positive et je suis un modèle pour mes coéquipiers, mes proches et les jeunes fans.<br>• J'évite toute consommation d'alcool et de drogues qui pourrait entraîner une situation problématique.<br>• Je ne participe pas à des jeux d'argent tels que les paris sportifs qui pourraient entraîner une dépendance et une perte d'argent.<br>• Je suis prudent avec les médias sociaux et traditionnels; tant dans la réception des messages et sollicitations que je pourrais recevoir que dans les commentaires que je fais. Je m'abstiens également de menacer quelqu'un et/ou de produire et/ou distribuer du matériel à caractère pornographique ou embarrassant.<br>• J'encourage les activités d'intégration, mais j'élimine toute activité humiliante, illégale, dangereuse et dégradante tel que le bizutage. |
| La sécurité | • Je reste maître de moi-même et respecte les règles de jeu afin que le hockey, un sport robuste, ne devienne un sport dangereux pour moi-même et mes adversaires.<br>• Je reste maître de moi-même afin de ne pas nuire à la sécurité des spectateurs.<br>• Je conduis prudemment, sans être sous l'effet de l'alcool ou d'une drogue et en m'assurant d'être dans un bon état physique et psychologique. |

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| | • Je rapporte tout problème médical et/ou personnel si cela peut nuire à ma sécurité ou celle des autres. |
| La dignité | • J'accepte la victoire avec modestie sans ridiculiser l'adversaire.<br>• J'accepte la défaite en reconnaissant le bon travail de l'adversaire et en étant conscient que ce n'est pas une fin en soi.<br>• J'accepte mes erreurs et celles de mes coéquipiers. |
| L'esprit sportif | • J'adopte une attitude positive et constructive.<br>• Je supporte mes coéquipiers, alors je gagne en équipe et je perds en équipe.<br>• J'accepte les décisions des officiels en me rappelant qu'ils sont là pour faire appliquer le livre des règlements afin d'empêcher qu'un joueur ou une équipe jouisse d'un avantage injuste, illégal et non conforme aux règles de du hockey.<br>• J'évite de créer des clans ou de discréditer mes entraîneurs ou mes coéquipiers. |
| Le dépassement de soi | • Je m'engage à fournir le meilleur de moi-même en tant que joueur de hockey et en tant qu'étudiant.<br>• Je m'engage à avoir des objectifs et travailler pour les atteindre en respectant les règlements et les politiques en place. |
| L'engagement | • Je m'engage à respecter mon code de conduite ainsi que tous les règlements, lois et politiques qui s'y rattachent**.**<br>• Je m'engage à respecter mes obligations et les consignes de mon équipe. |
| La persévérance | • Je fournis un effort constant et engagé.<br>• J'apprends autant de la défaite que de la victoire.<br>• Je suis discipliné et je mets les efforts nécessaires dans mes études.<br>• Je fais face à l'adversité en allant chercher du soutien si nécessaire. |
| L'honnêteté | • Je refuse de gagner par des moyens illégaux et par tricherie. |

| | |
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| | • J’agis avec honnêteté envers les gens qui m’entourent. |
| La bienveillance | • J’accepte la diversité et je favorise l’inclusion en évitant toute forme de discrimination ou propos ou gestes vexatoires (raciste, homophobe, sexiste, etc.).<br>• Je signale les comportements inappropriés. |

# Le Code de conduite du Personnel

| VALEURS | COMPORTEMENTS ATTENDUS |
|---|---|
| Le respect de soi, des autres et des règlements | • Je respecte les règlements et les politiques de la LHJMQ et de l'équipe, et toutes les lois en vigueur.<br>• Je considère chaque joueur avec respect et équité.<br>• J'ai un langage et un comportement appropriés envers les joueurs, la LHJMQ, les officiels, les spectateurs et les équipes adverses.<br>• Je fais preuve de courtoisie et de respect envers mes collègues ainsi que les gens de la communauté, et ce peu importe leur genre, identité ou origine ethnique. |
| L'intégrité | • Je respecte mon pouvoir en tant que membre du personnel en préservant l'intégrité physique et mentale des joueurs<br>• J'exerce une influence positive et je suis un modèle pour les joueurs.<br>• J'utilise judicieusement mon autorité et j'agis toujours dans le meilleur intérêt de l'ensemble des joueurs, de l'équipe et de la ligue.<br>• Je considère que le développement de la personne est aussi important que le développement du joueur de hockey.<br>• Je sensibilise les joueurs aux problèmes de consommation d'alcool et de drogues ainsi qu'au jeu pathologique.<br>• J'évite toute consommation d'alcool ou de drogues qui pourrait entraîner une situation problématique.<br>• Je choisis intelligemment et avec respect les commentaires que je fais à travers les médias traditionnels ou sociaux.<br>• J'encourage les activités d'intégration, mais j'interdis toute activité humiliante, illégale, dangereuse tel que le bizutage. |
| La sécurité | • Je reste maître de moi-même afin de communiquer de façon adéquate avec les joueurs.<br>• Je m'assure que l'équipement et les installations sportives respectent le niveau de développement des joueurs et les principes de sé- |

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| | curité.<br>• J'informe les joueurs des dangers inhérents à la pratique de hockey.<br>• Je respecte le temps de convalescence d'un joueur lorsqu'il est blessé ou malade. |
| La dignité | • J'accepte la victoire avec modestie sans ridiculiser l'adversaire.<br>• Je reconnais dignement la performance de l'adversaire dans la défaite. |
| L'esprit sportif | • J'adopte une attitude positive et constructive.<br>• J'accepte les décisions des officiels en me rappelant qu'ils sont là pour faire appliquer le livre des règlements.<br>• J'évite de créer des clans ou de discréditer les joueurs, mon organisation ou la LHJMQ. |
| Le dépassement de soi | • Je m'engage à fournir le meilleur de moi-même.<br>• Je favorise le développement de la confiance en soi et de l'estime de soi.<br>• Je m'engage à avoir des objectifs réalistes pour les joueurs et leur communiquer efficacement. |
| L'engagement | • Je m'engage à respecter mon code de conduite ainsi que tous les règlements, lois et politiques qui s'y rattachent**.**<br>• Je véhicule les valeurs du sport par chacun de mes comportements.<br>• J'honore mes engagements écrits et verbaux face aux joueurs, mon organisation et la ligue. |
| La persévérance | • Je souligne le travail et la persévérance des joueurs.<br>• Je privilégie la réussite scolaire des joueurs à l'intérieur d'objectif sportifs.<br>• Je fais face à l'adversité en allant chercher le soutien nécessaire. |
| L'honnêteté | • Je refuse de gagner par des moyens illégaux et par tricherie.<br>• Je fais preuve d'honnêteté envers les joueurs et mon organisation. |

| | |
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| La bienveillance | • Je place le bien-être des joueurs au cœur de mes priorités et j'accorde une importance à leur santé mentale<br>• Je signale les comportements inappropriés.<br>• J'accepte la diversité et je favorise l'inclusion en évitant toute forme de discrimination ou propos ou gestes vexatoires (raciste, homophobe, sexiste, etc.). |

# RESSOURCES

## Ressources au Québec

**Centre pour le respect dans le hockey - REES**
**Déposer une plainte**

**Programme d'aide aux joueurs :**
soutienauxvictimes@lhjmq.qc.ca
Téléphone et texto : 1-877-650-3555

**Sport Aide :**
www.sportaide.ca
Téléphone et SMS :
1 833 211-AIDE (2433)

**Tel-jeune :**
www.teljeunes.com/Accueil
Téléphone: 1 800 263-2266
Texto : 514 600-1002

**Jeunesse J'écoute:**
www.jeunessejecoute.ca
Téléphone : 1-800-668-6868

**Drogue : aide et références**
https://www.aidedrogue.ca/
Téléphone : 1 800 265-2626

**Jeu : aide et références**
https://aidejeu.ca/
Téléphone : 1 800 461-0140

**Association canadienne pour la santé mentale (ACSM) :**
**Programme « Retrouver son entrain »**
https://bounceback.cmha.ca/

**Ressources générales grand public :**
• Tel Aide : 514-935-1105 www.telaide.org
• Info Santé : 811
• Ligne de prévention du suicide : 1-866-277-3553

**Info-aide violence sexuelle**
https://infoaideviolencesexuelle.ca/

Téléphone :
(sans frais) : 1 888 933‑ 9007
Urgence : 9‑ 1‑ 1

**Regroupement québécois des centres d'aide et de lutte contre les agressions à caractère sexuel**
http://www.rqcalacs.qc.ca/

Téléphone :
région de Montréal : 514 529-5252
(sans frais) : 1 877 717-5252
Courriel : info@rqcalacs.qc.ca

## Ressources dans les provinces maritimes

**Centre pour le respect dans le hockey - REES**
**Déposer une plainte**

**Programme d'aide aux joueurs :**
soutienauxvictimes@lhjmq.qc.ca
Téléphone et texto : 1 877 650-3555

**Sport Aide :**
www.sportaide.ca
Téléphone et SMS :
1 833 211-AIDE (2433)

**Jeunesse J'écoute:**
www.jeunessejecoute.ca
Téléphone : 1 800 668-6868

**Drogue : aide et références**
https://www.aidedrogue.ca/
Téléphone : 1 800 265-2626

**Jeu : aide et références**
https://aidejeu.ca/
Téléphone : 1 800 461-0140

**Association canadienne pour la santé mentale (ACSM) :**
**Programme « Retrouver son entrain »**
https://bounceback.cmha.ca/

**Ressources générales grand public :**
**Service de crises du Canada**
https://www.crisisservicescanada.ca/fr/
Téléphone : 1 833 456-4566
Texto : 45645

**Association canadienne des centres contre les agressions à caractère sexuel (ACCCAS)**
https://casac.ca/fr
**Téléphone:** (604) 876-2622
**E-mail:** info@casac.ca
**Nouveau-Brunswick**

**Centre d'agression sexuelle Nouveau-Brunswick**
https://www2.gnb.ca/content/gnb/fr/corporate/promo/violence_sexuelle/sources_ressources.html

**Violence sexuelle Nouveau-Brunswick**
https://svnb.ca/fr/services/

Téléphone : 506.454.0437
E-mail : info@svnb.ca
**Ile-du-Prince=Édouard**

**Prince Edward Island Rape and Sexual Assault Centre**
www.peirsac.org

Phone number :902-566-1864
Toll-Free Number : 1-866-566-1864
Email: admin@peirsac.org

**Nouvelle-Écosse**

**Nova Scotia Sexual Assault Centres**
https://novascotia.ca/coms/svs/sexual-assault-centres/

# P-3 POLITIQUE ANTIDISCRIMINATOIRE

Adoptée par le bureau des gouverneurs en décembre 2006

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## 1. Préambule

La Ligue de Hockey Junior Majeur du Québec s'engage à fournir un milieu de vie sain où toute personne participant aux activités et opérations de la Ligue de Hockey Junior Majeur du Québec est traitée avec respect et dignité.

La Ligue de Hockey Junior Majeur du Québec souscrit entièrement à ces valeurs fondamentales que toute personne a droit à la reconnaissance et à l'exercice, en pleine égalité, des droits et libertés de la personne sans distinction, exclusion ou préférence fondées, non limitativement, sur la race, le sexe, la couleur, la religion, la langue, l'origine ethnique ou nationale, l'orientation sexuelle, le handicap, le statut du joueur ou la condition sociale.

Aucune discrimination n'est tolérée.

## 2. Objectifs de la politique

a) Fournir et faire respecter un climat antidiscriminatoire où toute personne participant aux activités de la Ligue est traitée avec respect et dignité ;
b) Prévenir toute discrimination ;
c) Ne tolérer aucune discrimination ;

d) Intervenir dans tous les cas de conduite discriminatoire portée à la connaissance de la Ligue ;
d) Imposer des sanctions appropriées à toute personne relevant de l'autorité de la Ligue et qui fait défaut de respecter la présente politique antidiscriminatoire.

## 3. Champ d'application

Cette politique s'applique à tous les membres du personnel de la Ligue de Hockey Junior Majeur du Québec, incluant les officiels, de même qu'aux joueurs et à tout le personnel (dirigeants, officiers, administrateurs, gérants, entraîneurs, soigneurs) de chaque équipe membre de la Ligue de Hockey Junior Majeur du Québec, ainsi qu'à tout membre du public qui participe, en sa qualité de spectateur ou de toute autre manière, à l'une ou l'autre des activités de la Ligue de Hockey Junior Majeur du Québec.

La présente politique s'applique pour tout incident de nature discriminatoire qui peut survenir tant au cours du déroulement d'une partie de hockey de la Ligue de Hockey Junior Majeur du Québec qu'à l'extérieur de la patinoire dans le cadre des activités de la Ligue.

## 3. Définition de conduite discriminatoire

Une conduite discriminatoire est une conduite vexatoire se manifestant soit par des comportements, des paroles, des actes, des gestes ou des écrits, lesquels portent atteinte à la dignité et à l'honneur de toute personne et sont faits en relation avec la race, le sexe, la couleur, la religion, la langue, l'origine ethnique ou nationale, l'orientation sexuelle, le handicap, le statut ou la condition sociale de ladite personne, ou en relation avec tout autre motif de discrimination prohibé par la loi.

## 4. Principes

e) La Ligue de Hockey Junior Majeur du Québec s'engage à appliquer une politique antidiscriminatoire basée sur le principe de « tolérance zéro » de sorte qu'aucune discrimination ne sera acceptée.

f) La Ligue de Hockey Junior Majeur du Québec s'engage à prendre les moyens appropriés pour diffuser les principaux éléments de sa politique antidiscriminatoire.

g) De la même manière, la Ligue de Hockey Junior Majeur du Québec s'engage à sensibiliser l'ensemble des personnes œuvrant ou participant aux activités de la Ligue de Hockey Junior Majeur du Québec aux objectifs de la présente politique.

e) Il incombe à chaque personne visée par cette politique d'éviter d'adopter un comportement discriminatoire ou susceptible d'être vu comme étant discriminatoire.

h) Il incombe également à chaque équipe, membre de la Ligue, de prendre les dispositions requises afin d'assurer l'application de la présente politique et notamment, lorsque des spectateurs, dans le cadre des activités de l'équipe, font preuve d'une conduite discriminatoire inacceptable.

i) L'imposition de toute sanction, en cas de contravention à la présente politique, sera effectuée suivant la procédure prévue dans les Règlements de la Ligue de Hockey Junior Majeur du Québec en matière disciplinaire.

## 6. Sanctions

j) Tout joueur, membre d'une équipe de la Ligue, qui contrevient aux dispositions de la politique antidiscriminatoire de la Ligue, se verra imposer une mesure disciplinaire par le Commissaire de la Ligue de Hockey Junior Majeur du Québec.

k) Tout membre du personnel de la Ligue de Hockey Junior Majeur du Québec, qui contrevient aux dispositions de la politique antidiscriminatoire de la Ligue, se verra imposer une mesure disciplinaire pouvant aller jusqu'au congédiement.

l) Tout membre d'une équipe de la Ligue (officiers, dirigeants, administrateurs, gérants, entraîneurs et soigneurs) qui contrevient aux dispositions de la politique antidiscriminatoire de la Ligue, se verra imposer une mesure disciplinaire par le Commissaire de la Ligue, soit une amende ou une suspension selon la gravité de la conduite discriminatoire.

m) Toute équipe, membre de la Ligue, qui contrevient aux dispositions de la politique antidiscriminatoire de la Ligue ou qui ne prend pas les mesures pour assurer l'application de ladite politique se verra octroyer une amende dont le montant sera déterminé par le Commissaire de la Ligue de Hockey Junior Majeur du Québec.

n) Toute personne qui participe à l'une ou l'autre des activités d'une équipe membre de la Ligue, à titre de spectateur ou de toute autre manière, si elle fait preuve d'une conduite discriminatoire, pourra recevoir un avertissement et même dans certains cas, selon la gravité ou le caractère répétitif de la conduite reprochée, être expulsée de l'amphithéâtre.

LIGUE DE HOCKEY JUNIOR MAJEUR DU QUÉBEC
QUEBEC MAJOR JUNIOR HOCKEY LEAGUE

**LIGUE DE HOCKEY JUNIOR MAJEUR DU QUÉBEC**

**POLITIQUE DES MÉDIAS SOCIAUX**

*Les plateformes sociales sont définies comme des services sur Internet qui permettent aux usagers de créer des profils, de partager de l'information, des vidéos, des images, des blogues, de la musique, etc. L'objectif des plateformes sociales est de créer des communautés d'individus en ligne qui partagent des intérêts/activités.*

## INTRODUCTION

La présente politique englobe les communications publiques à travers certaines plateformes de médias sociaux tels que Facebook, Twitter, Instagram, Snapchat, TikTok, LinkedIn, Tinder, Bumble et tout autre média social. Elle s'applique au personnel de la Ligue de hockey junior majeur du Québec (LHJMQ), aux propriétaires, au personnel des équipes, aux joueurs, aux officiels sur et hors glace et à toute personne associée aux activités de la LHJMQ.

La LHJMQ comprend et apprécie l'importance du réseautage social de ses acteurs que ce soit à des fins personnelles ou professionnelles. Ce forum immédiat et public permet des opportunités uniques de créer des liens avec différentes personnes, de partager du contenu ou d'effectuer des promotions. Cependant, il s'agit également de plateformes qui peuvent amener le partage de comportements ou de propos susceptible d'être inappropriés, dont des comportements ou propos faits au détriment de la Ligue et/ou de ses acteurs.

## UTILISATION

Les acteurs qui, de près ou de loin, jouent un rôle au sein de la LHJMQ et qui utilisent et participent dans la pratique du réseautage social sont tenus aux mêmes standards que tous les autres forums médiatiques tels que la télévision, la radio, les journaux et les plateformes web. Tous les acteurs doivent se conduire de façon professionnelle en tout temps, puisqu'ils représentent la LHJMQ et leur équipe en tout temps.

À noter qu'une fois affichés en ligne, les commentaires sont de nature publique et ne peuvent être rétractés. Tous les acteurs sont responsables de leurs commentaires.

Advenant une sollicitation d'une tierce partie pour inciter votre participation dans des activités de réseautages en raison de votre affiliation avec la LHJMQ, la Ligue vous recommande de décliner cette demande de participation ou d'obtenir une autorisation de la centrale administrative.

Les politiques sont désignées pour protéger toutes les parties contre le harcèlement, l'intimidation, les violences à caractères sexuels et les comportements mal intentionnés.

## CONTRAVENTION A LA POLITIQUE

Toute personne qui commet un manquement à la Politique pourra faire l'objet d'une mesure administrative et/ou d'une mesure disciplinaire. Le choix de la ou des mesure(s) applicable(s) tiendra compte de la gravité et des conséquences du ou des gestes de la personne ayant posé ce ou ces gestes.

Les points suivants sont des exemples de comportements à travers l'utilisation des plateformes sociales qui sont considérés comme allant à l'encontre de la présente politique et pour lesquels il peut y avoir des sanctions disciplinaires de la part de la LHJMQ, et ce, à la discrétion du commissaire.

- Déclarations dont l'objet est de critiquer le personnel de la LHJMQ, ses programmes, ses employés, ses officiels sur et hors glace, ses joueurs, ses clubs membres, ses propriétaires ou dirigeants, ses commanditaires ou tous les autres acteurs ;

- Partager ou divulguer des informations confidentielles incluant, mais non limité à : pourparlers d'échanges, ballotages, informations médicales (blessures ou autres), stratégies ou plan de match et toutes informations de nature confidentielle ;

- Produire, partager ou divulguer des photos, vidéos ou commentaires qui font la promotion d'influences négatives ou criminelles incluant, mais non limités à : l'usage de la drogue, l'abus d'alcool, l'intoxication publique, les violences à caractère sexuel, la distribution de matériel sexuel, etc.

- Activités en ligne qui contredisent les politiques de la LHJMQ.

- Commentaires inappropriés et discriminatoires de toute sorte qui vont à l'encontre des politiques établies par la LHJMQ à cet effet.

**SOMMAIRE**

Tous les acteurs de la communauté de la LHJMQ devraient assumer qu'ils représentent la LHJMQ et/ou ses clubs membres en tout temps. Ils doivent faire preuve de bon jugement lors de l'utilisation des médias sociaux.

Les utilisateurs des médias sociaux doivent démontrer discrétion et respect. Si une photo ou un commentaire est considéré comme étant inapproprié pour tout autre média, alors elle doit aussi être considérée comme inappropriée pour usage sur les médias sociaux.

Comme pour les médias visuels ou écrits, l'utilisation des logos des clubs membres ou de la LHJMQ doit en premier lieu être approuvée par l'entité qui en est responsable.

Veuillez aviser le bureau du commissaire de la LHJMQ immédiatement advenant une utilisation inappropriée des réseaux sociaux.

**1-877-650-3555**

**Maxime Blouin**
Directeur des communications et des relations médias
mblouin@lhjmq.qc.ca
418-554-1872

## Avis important au joueur

1° **Avant de signer ce contrat vous devriez:**

a. **Consulter un avocat de votre choix sur l'opportunité de signer ce contrat et obtenir son avis et ses explications sur les obligations qui vous sont imposées et les bénéfices auxquels vous avez droit aux termes du présent acte.**

b. **Vous assurer que toutes les clauses et conditions acceptées d'un commun accord font partie intégrante de ce contrat.**

2° **Le seul contrat reconnu par la L.H.J.M.Q. est le contrat type du joueur dûment mis en vigueur par vous et le club, déposé au bureau de la ligue et approuvé par lui. Pour ces raisons, ce contrat doit inclure l'entente intégrale conclue entre vous et le club et aucune entente ou moyens d'encouragement oraux ou écrits ne sont reconnus à l'exception de ceux prévus dans ce contrat et qui ne sont pas contraires aux règlements de la ligue.**

3° **Le contrat type du joueur est rédigé en quatre exemplaires par le club et le joueur et toutes les copies dûment signées sont remises en personne ou par la poste au bureau de la ligue pour approbation et enregistrement. La ligue conserve une copie et retourne les autres au club.**

4° **Pour être valide, ce contrat doit être conforme avec la conatitution et les règlements de la L.H.J.M.Q. Il lie le club et le joueur immédiatement après son entrée en vigueur. Le club accepte de déposer ce contrat au bureau de la ligue dans les dix jours de sa signature.**

**Si, conformément à la constitution et aux règlements, la ligue désapprouve ce contrat dans les dix jours de sa réception à son bureau, ce contrat est alors résilié et n'est plus en vigueur, et le club et le joueur sont libérés de leurs obligations respectives aux termes du présent contrat.**

**Ligue de Hockey Junior Majeur du Québec**

# Contrat type du joueur

Entente entre [redacted]

ci-après appelé le «Club» membre de la Ligue de hockey junior majeur du Québec

et [redacted]

domicilié à [redacted]

dans la ville de [redacted]

dans la province de [redacted]

ci-après appelé le «Joueur».

**Il est convenu que:**

En considération des obligations respectives contenues dans les présentes, les parties à ce contrat consentent respectivement à ce qui suit:

## DÉFINITION

### Article 1

Le Club, sous réserve des modalités des présentes, embauche le Joueur comme joueur de hockey pour une période de 1 année débutant le 1er août 19 92 et se terminant le 31 juillet 19 93

## RÉMUNÉRATION

### Article 2

**2.1** Le Club accepte de verser au Joueur, pour les droits accordés au Club par les présentes, l'allocation prévue au règlement de la ligue:

| Saison | Salaire | Autres (précisez) |
|---|---|---|
| [redacted] | | |

**2.2** Le paiement de l'allocation convenue se fait en versements hebdomadaires ou autrement, selon entente entre le Club et le Joueur. Il débute à la date de l'ouverture du calendrier régulier de la ligue ou à la date à laquelle le Joueur se rapporte au Club, la plus tardive des deux, et il se termine avec le dernier match du Club. Si le Joueur n'est pas à l'emploi du Club pour toute la période du calendrier régulier des matchs et des éliminatoires de la ligue, le Joueur recevra seulement la portion du salaire au prorata du nombre de jours d'emploi réel par rapport au nombre de jours du calendrier régulier des matchs de la ligue.

**2.3** Le Club paiera au Joueur le logement et la pension. L'engagement concernant le logement et la pension sera payable par le Club à partir du moment où le Joueur se rapporte au camp d'entraînement du Club et se terminera à la même date que le demier versement d'allocation. Le logement et la pension sont payables au Joueur qui doit quitter son domicile pour participer aux activités du Club. Si le Joueur est étudiant, le logement et la pension sont payables jusqu'à la fin de l'année scolaire, en autant que le Joueur décide de continuer à résider dans la ville où évolue le Club pour y terminer son année scolaire.

**2.4** En sus des paiements prévus ci-dessus, le Club acquitte:

a. Les dépenses de voyage encourues par le Joueur à partir de son domicile jusqu'au camp d'entraînement du Club. Au terme de la saison, le Club assure le transport directement au domicile du Joueur.

b. Les frais de scolarité dans le cas d'un Joueur qui fréquente une école publique ou privée.

c. Les fournitures scolaires nécessaires sont fournies par le Club et demeurent la propriété du Club.

## EMPLOI ET DEVOIRS

### Article 3

**3.1** Pendant toute la période couverte par le présent contrat, le Joueur accepte de donner ses services et de jouer au hockey dans tous les matchs pour le championnat de la ligue, le match des étoiles, les matchs pré-saison, les matchs des éliminatoires et les matchs des séries de la Coupe Memorial, au meilleur de ses capacités, sous la direction et le contrôle du Club.

**3.2** Le Joueur s'engage aussi:

a. À se rapporter au camp d'entraînement du Club, en bonne condition physique, à l'endroit et au moment désignés par celui-ci.

b. À se maintenir en bonne condition physique en tout temps durant la saison.

c. À donner ses meilleurs services, à être loyal envers le Club et à ne jouer au hockey que pour celui-ci.

d. À coopérer avec le Club et à participer à toutes les activités de promotion de celui-ci et de la ligue, pour le bien-être du Club et du hockey en général.

e. À se conduire, sur et en dehors de la patinoire, suivant les normes d'honnêteté, de morale, de «fairplay», et de ne pas avoir une conduite préjudiciable au Club, à la ligue et au hockey en général.

## PUBLICITÉ

**3.3** Par les présentes, le Joueur accorde irrévocablement au Club et à la ligue, durant la durée de ce contrat, le droit de permettre ou d'autoriser toute personne, firme ou corporation à prendre toutes photographies, prises de film ou d'images télévisées de lui-même. Il reconnaît que tous les droits de ces photographies, de ces prises de film et de ces images télévisées appartiennent au Club exclusivement qui peut les utiliser, les reproduire et les distribuer de la manière qu'il le désire.

## CONTRIBUTION DU CLUB

### Article 4

Le Club accepte et s'engage à fournir au Joueur les moyens de développer ses talents de joueur de hockey dans le but de devenir un joueur de hockey exceptionnel. Le Club s'engage aussi:

a. À fournir au Joueur, pour son usage avec le Club, un équipement complet et les facilités d'entraînement.

b. À fournir au Joueur l'enseignement professionnel sur les principes fondamentaux du hockey et des séances régulières d'entraînement supervisées.

c. À fournir au Joueur l'occasion de démontrer ses talents et son habileté au public, aux media d'information, aux dépisteurs et entraîneurs des clubs professionnels.

d. À fournir aux clubs professionnels et autres, au terme des années de qualification junior du Joueur, tous les renseignements qui seraient de nature à aider le Joueur à faire carrière dans le hockey

## EXAMEN MÉDICAL

### Article 5

Le Joueur accepte et s'engage, avant le début de chaque saison de hockey, à la demande du Club, à se soumettre à un examen médical pratiqué par un médecin désigné par le Club. Si, de l'avis du médecin, le Joueur n'est pas complètement apte à participer aux activités de hockey du Club, ce contrat et tout ce qui y est prescrit, au choix du Club, est nul et n'a plus aucun effet.

## RÈGLEMENTS ET AMENDES DU CLUB

### Article 6

Le Club peut de temps à autre, durant la durée de ce contrat, établir des règles régissant la conduite et le conditionnement du Joueur, et ces règles font partie intégrante de ce contrat. Pour toute violation de ces règles ou pour toute conduite portant atteinte à l'accomplissement des devoirs incombant au Joueur, le Club peut décréter une suspension sans rémunération ou imposer une amende raisonnable au Joueur, et déduire ce montant de toute somme d'argent due ou à devenir due au Joueur.

## RECOURS DU CLUB

### Article 7

Si le Joueur fait défaut de remplir l'une ou l'autre des dispositions du présent contrat, le Club pourra, en plus d'exercer tous les recours en dommages-intérêts qu'il juge appropriés, se pourvoir par injonction contre le Joueur pour le forcer à respecter les modalités et la durée de son contrat d'engagement, de façon à l'empêcher de jouer pendant la durée du présent contrat pour tout autre club de hockey amateur ou professionnel.

## TRANSMISSIBILITÉ DU CONTRAT

### Article 8

**8.1** Sous réserve des règlements de la ligue, il est convenu par les présentes que le Club a le droit de vendre, attribuer, échanger ou céder ce contrat à tout autre club de hockey et le Joueur s'engage à accepter et à être lié par cette vente, attribution, échange ou cession et à remplir fidèlement ce contrat de la même manière que s'il avait été passé entre le Joueur et cet autre Club.

**8.2** Les parties conviennent également que le présent contrat demeurera en vigueur dans son intégrité si jamais l'Association de hockey junior du Québec (1969) Inc. décide de changer le nom de la ligue de hockey qu'elle opère, ou encore décide de ne plus faire partie de la Ligue de hockey junior majeur du Canada ou encore de l'Association canadienne de hockey amateur ou de l'une de ses branches ou fédérations. Toutefois, le présent contrat deviendra la propriété de l'Association de hockey junior du Québec (1969) Inc. si le Club n'est plus membre de la ligue opérée par ladite association.

## RÉSOLUTION DU CONTRAT PAR LE JOUEUR

### Article 9

Si le Club ne rencontre pas ses obligations envers le Joueur telles que prévues aux présentes, le Joueur peut signifier un avis écrit au Club indiquant la nature du défaut. Si le Club ne remédie pas au défaut dans les quinze (15) jours de la réception de cet avis, ce contrat est résolu; à la date de cette résolution, toutes les obligations des deux parties en cause cessent, à l'exception de l'obligation du Club de payer au Joueur les compensations dues à cette date.

## RÉSOLUTION DU CONTRAT PAR LE CLUB

### Article 10

En plus, et indépendamment des autres recours contre le Joueur énumérés au présent contrat, le Club pourra, s'il le désire, mettre fin au présent contrat sur avis au Joueur dans les cas suivants:

a. Si le Joueur fait défaut, refuse ou néglige de fournir les services convenus en vertu du présent contrat.
b. Si le Joueur fait défaut, refuse ou néglige d'obéir aux règlements du Club régissant l'entraînement et la conduite des joueurs.
c. Si le Joueur fait défaut, au seul jugement du Club, de faire preuve de l'adresse ou de l'habileté compétitive lui méritant son emploi en tant que Joueur du Club. Toutefois, si le Joueur va à l'école, le Club devra alors lui payer sa chambre et pension jusqu'à la fin de l'année scolaire, et cela à la condition que le Joueur ne puisse raisonnablement poursuivre les mêmes cours en retournant à son domicile. Le salaire du Joueur cesse immédiatement de lui être payé à compter de ce congédiement.

## CONDITION PHYSIQUE ET BLESSURES

### Article 11

**11.1** Si le Joueur, au seul jugement du Club, est inhabile ou n'est pas en condition physique au début de la saison ou à tout autre moment subséquent durant la saison pour jouer habilement au hockey, il est alors convenu mutuellement que le Club a le droit de suspendre le Joueur pour cette période d'inhabileté ou d'incapacité et/ou d'annuler le présent contrat. Aucune compensation due en vertu de ce présent contrat ne lui est versée pour cette période.

**11.2** Il est également convenu que si le Joueur est blessé à la suite d'une activité qui n'est pas commandée par le Club et que le Joueur est incapable de jouer habilement au hockey pour le reste de la saison ou toute partie d'icelle, le Joueur libère le Club de toutes et chacune des obligations, responsabilités ou compensations monétaires quelles qu'elles soient auxquelles le Joueur pourrait avoir droit en vertu du présent contrat.

**11.3** Si le Joueur est blessé à la suite d'une activité qui est commandée par le Club, le Club s'engage à payer les frais raisonnables d'hospitalisation jusqu'à sa libération de l'hôpital et les frais médicaux et dentaires du médecin et du dentiste, pourvu toutefois que le médecin soignant et le dentiste soient choisis par le Club.

Il est également convenu que si la blessure du Joueur résultant directement d'avoir joué au hockey pour le Club le rend, au seul jugement du médecin du Club, incapable de jouer habilement au hockey pour le reste de la saison, le Club paiera au Joueur la compensation telle que prévue par le présent contrat et ce, jusqu'à la fin de la saison en cours, le Club étant alors libéré de toute autre obligation à l'endroit du Joueur, le présent contrat étant alors terminé; si, par ailleurs, la blessure subie dans les circonstances ci-haut mentionnées rend le Joueur incapable de jouer au hockey pour une certaine période de temps durant la saison, le Club paiera au Joueur, durant cette période d'immobilisation, la compensation telle que prévue au présent contrat jusqu'à son retour au jeu pendant la saison régulière de la ligue.

## PERTE DE SALAIRE DURANT UNE SUSPENSION DE LA LIGUE OU DU CLUB

### Article 12

**12.1** Le Joueur accepte que le Club puisse exécuter toute ordonnance de suspension ou d'expulsion décrétée contre lui par la ligue. Dans le cas de suspension, son salaire, au choix du Club, cesse pour la durée de ladite suspension. Dans le cas d'expulsion, ce contrat, au choix du Club, est résolu.

**12.2** Le Joueur accepte dans le cas de suspension prévue au présent contrat, au choix du Club, que soit déduit du salaire mentionné à l'article 2 des présentes le montant égal à la proportion du salaire correspondant au nombre de jours de suspension par rapport au nombre de jours que comporte le calendrier régulier des matchs de la ligue.

## RECONNAISSANCE ET PAIEMENT POUR LE DÉVELOPPEMENT DU JOUEUR

### Article 13

Il est bien entendu qu'en tout temps durant la durée du présent contrat, le Joueur pourra graduer avec une équipe professionnelle de son choix s'il obtient une libération en bonne et due forme de l'Association de hockey junior du Québec (1969) Inc. À cet effet, la copie d'une résolution légalement adoptée par ladite corporation et visant à libérer le Joueur sera considérée comme suffisante. Dès lors, le Joueur pourra jouer pour l'équipe professionnelle de son choix moyennant le paiement de la somme de 100 000,00 $ payable par ladite équipe professionnelle ou par le Joueur. Il est également entendu que le paiement de compensation prévue au présent contrat ne s'applique pas si le Joueur décide de graduer avec une équipe qui évolue dans une ligue qui détient une entente écrite et approuvée par l'Association de hockey junior du Québec (1969) Inc. prévoyant un autre mode de compensation pour que le Joueur puisse accéder à cette dite ligue.

## DISPOSITIONS DIVERSES

### Article 14

**14.1** Les dispositions, stipulations ou conditions contenues dans ce contrat seront considérées comme étant indépendantes les unes des autres et la nullité d'une ou de plusieurs dispositions, stipulations ou conditions, ou la renonciation, la modification ou l'annulation de l'une ou l'autre par entente des deux parties, décision judiciaire ou autrement, n'affecteront pas la validité des autres dispositions, stipulations ou conditions.

**14.2** Les parties conviennent que relativement à tout litige pouvant découler du présent contrat, seuls les tribunaux du Québec auront juridiction pour en décider selon les lois en vigueur au Québec, et ce nonobstant l'endroit où le contrat est signé ou encore l'endroit où le Joueur pourrait signer tout autre contrat allant à l'encontre des engagements contractés par lui aux présentes.

**14.3** Le Joueur déclare avoir lu et comprendre toutes et chacune des clauses du présent contrat.

En foi de quoi, les parties ont signé à _____

_____

ce 6 jour du mois de septembre en l'année 19 92

[redacted]

APPROUVÉ 22/10/92 LHJMQ APPROVED

## RATIFICATION

Je soussigné, étant le Joueur mentionné à la présente convention et ayant atteint l'âge de ma majorité, déclare aujourd'hui avoir lu, compris et ratifié le présent contrat.

Et j'ai signé à _____

ce _____ jour du mois de _____ en l'année 19 _____

_____
Le Joueur

_____
Témoin

## Important notice to player

**1° Before signing this contract, you should:**

**a) Obtain legal advice on the opportunity to sign this contract. Your legal counsel will explain and advise on the obligations that will be imposed upon you and on the benefits you will retire from said contract;**

**b) Make sure that all clauses and conditions agreed upon by the parties are consigned in writing in the contract;**

**2° The QMJHL will exclusively recognize as official contracts which:**

**a) are written on its Standard Contract Form;**
**b) are duly signed and completed by all parties;**
**c) have been filed with the league office and;**
**d) have received its official approval;**

**For these reasons, the contract must contain the integral agreement entered into between the club and yourself. The QMJHL will not recognize any representations, promises or incentives that are not included in the contract, or that are otherwise prohibited by its rules;**

**3° The Standard Contract Form shall be signed in four copies and all said copies shall be expedited to the QMJHL's offices, whether by hand or by mail, for approval and registration. The QMJHL will then keep one copy and return the others to the club;**

**4° To be valid, this contract must conform to the constitution and the rules of the QMJHL. It is fully binding on all parties as soon as it is in effect. The club will file this contract with the QMJHL within ten (10) days of its signature.**

**If, according to the constitution and rules of the QMJHL, the contract is not approved within ten (10) days of reception by the QMJHL, it shall be considered as null and void, and all parties shall then be relieved of their mutual obligations.**

**Québec Major Junior Hockey League**

# Players Standard Contract Form

Agreement between _____

hereinafter referred to as "the Club", a member of QMJHL and _____

_____,

domiciled at _____

in the city of _____,

province of _____

hereinafter referred to as "the Player".

**The parties mutually agree to the following:**

## CONTENT

### Section 1

The Club, under the terms of this agreement, hereby retains the services of the Player for a period of _____ year, beginning on August 1st, 19 _____ and ending on July 31st, 19 _____

## REMUNERATION

### Section 2

**2.1** The Club shall pay the Player, for his exclusive services, the allowance fixed by the rules of the QMJHL to wit:

| Season | Allowance | Other |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

**2.2** Payment of the allowance shall be made on a weekly basis, unless otherwise agreed to by the parties. It shall begin on the date of the opening of the regular schedule of the QMJHL, or at the date the Player is required to report to the Club (if it is later). It shall end on the date of the last scheduled game of the Club. It the Player's services are not required for the entire period of the regular schedule and play-offs, his remuneration shall then be established on a prorata based on the actual number of days of employment in relation with the number of days of the entire regular schedule of the QMJHL.

**2.3** The Club shall pay for Player's room and board from the day the Player reports to the training camp till the last payment of the above mentioned allowance. Room and board expenses are payable to the Player who is obliged to leave his domicile to participate in the Club's activities. If the Player is a student, the allowance shall then be maintained until the end of the school year, provided that the Player continues to reside in the city where the Club operates and elects to finish his school term.

**2.4** The Club shall also pay for the following expenses:

a) reasonable travel expenses from the Player's domicile to the Club's training facilities. At the end of the season, the Club will pay for direct transportation to the Player's domicile;
b) tuition fees in the case of a Player attending a public or private school;
c) school materials are provided by the Club and shall remain its full property.

## DUTIES OF PLAYER

### Section 3

**3.1** During the complete period covered by the present contract, the Player agrees to give his services and to play hockey in all games leading to the champoinship of the league, the all-star game, pre-season games, play-off games and games of the series for the Memorial Cup, to the best of his capacities, under the supervision and control of the Club.

**3.2** The Player also agrees:

a) to report to the Club's training camp, in good physical condition, at the time and place designated by the Club;
b) to maintain himself in good physical condition at all times throughout the season;
c) to devote his hockey playing abilities and loyalty exclusively to the Club;
d) to cooperate and participate in the promotional activities sponsored by the Club and/or the league in the best interest of the Club and of hockey;
e) to behave, at all times and under all circumstances, whether on or off the ice, in a manner consistent with good standards of honesty, morals, fairplay, and never to adopt a behaviour which could be detrimental to the well-being of the Club, the league or hockey in general.

## PUBLICITY

**3.3** The Player hereby transfers, conveys and assigns irrevocably to the Club and the league, for the duration of this contract, all rights to his image and understands and accepts that said Club or league may authorize, or otherwise licence, any individual, firm or corporation to take any pictures, films, or any other electronically reproduced images of himself. The Player recognizes that all said rights shall be the sole property of the Club, and that it may use or distribute such material in any manner it sees fit.

## DUTIES OF THE CLUB

### Section 4

The Club hereby accepts and obliges itself to furnish to the Player the means to develop his hockey playing abilities for the purpose of becoming an exceptional hockey player.

The Club also agrees to:

a) provide the Player with a complete hockey equipment for use with the Club and training facilities;
b) provide professional training and coaching in the fundamentals of hockey together with supervised training periods;
c) give the Player the opportunity to demonstrate his talent and playing abilities to the public, the medias, the professional coaches or scouts;
d) make available to all professional hockey organizations or others, at the end of his junior career, all relevant data, informations or statistics in order to help the Player initiate a hockey career.

## MEDICAL EXAMINATION
### Section 5
The Player agrees to undergo, before the beginning of each season and at the request of the Club, a thorough medical examination with any Club appointed physician. If, in said physician's opinion the Player is not completely fit to participate in the Club activities, this contract shall then be considered, at the option of the Club, as null and void.

## RULES AND FINES
### Section 6
The Club may, from time to time, for the duration of this contract, establish certain rules concerning the behaviour and physical condition of the Player. Said rules shall be considered binding on the Player and shall form part of the present agreement. The Club may, for any violation of said rules, or of the accomplishment of the duties prescribed to the Player by this agreement, impose a suspension without remuneration or a reasonable fine to the Player, and deduct the amount of said fine from any sum due or to become due to the Player.

## RECOURSES OF THE CLUB
### Section 7
In the event that the Player is in default to fulfill any obligations or duties imposed to him by this agreement, the Club may, in addition to any other recourse for damages that it may see fit, prevail itself by way of injunction in view of prohibiting the Player to play hockey for any amateur or professional club and of forcing him to honour his contractual obligations.

## ASSIGNMENT OF RIGHTS IN THE CONTRACT
### Section 8
**8.1** Upon reserve of the by-laws of the league, the Club shall have the right to sell, assign, trade or otherwise transfer the present contract to any other hockey organization; and the Player hereby obliges himself to comply with said decision and to dutifully fulfill his obligations towards his new team as if they had been agreed upon between himself and said Club.

**8.2** This contract shall be binding and remain in force for its entire duration, even if L'Association de hockey junior du Québec (1969) Inc. decides to change its name, or to withdraw from the Canadian Major Junior Hockey League, the Canadian Amateur Hockey Association, its subsidiaries or federations. However, if the Club ceases to be a member of the league sponsored or operated by said Association, all rights in the present contract shall become the exclusive property of L'Association de hockey junior du Québec (1969) Inc.

## RESOLUTION OF THE CONTRACT BY THE PLAYER
### Section 9
If the Club does not respect its obligations towards the Player, such obligations established in the present agreement, the Player shall give notice to the Club, by writing, in which is stipulated the nature of the default. If such default is not remedied by the Club within fifteen (15) days from the receipt of such notice, this contract is annuled; at the date of the resolution of the contract, all obligations of the two parties cease to exist save and except the obligation of the Club to pay to the Player any amount due at such date.

## RESOLUTION OF THE CONTRACT BY THE CLUB
### Section 10
Furthermore and regardless of other recourses against the Player stipulated in the present contract, the Club may, if so desired, terminate the present contract upon notice to the Player in the following cases:

a) if the Player defaults, refuses or neglects to provide the services agreed upon in the present contract;
b) if the Player defaults, refuses or neglects to obey the by-laws of the Club concerning training and the conduct of players;
c) if the Player fails, in the opinion of the Club only, to demonstrate sufficient skill and ability to deserve a posting as player in the Club. However, if the Player goes to school, the Club shall pay his room and board till the end of the school year at the condition that the Player cannot reasonably pursue the same studies at his domicile. As of the date of termination, the allowance or salary ceases to be payable.

## PHYSICAL CONDITION AND INJURIES
### Section 11
**11.1** If the Player, in the opinion of the Club only, is incapable or is not in a physical condition at the beginning or during the season to enable him to play hockey in an acceptable manner, it is mutually agreed that the Club has the right to suspend the Player for such period of incapacity and/or annul the present contract. As of such suspension, the Club shall not be obliged to pay any amount whatsoever.

**11.2** It is also agreed that if the Player is injured during an activity that is not organized by the Club and if the Player is unable to play hockey in an adequate manner for the remainder of the season or any part thereof, the Player discharges the Club of all and every obligations, responsibilities or monetary compensations of whatever nature that the Player might claim by virtue of the present contract.

**11.3** If the Player is injured during an activity that is organized by the Club and at which the Player must attend, the Club obliges itself to pay reasonable hospital expenses until his discharge from the hospital and medical costs for the physician or dentist in as much that such physician or dentist is chosen by the Club.

It is also agreed that if the injury sustained by the Player while playing hockey for the Club renders the Player unable to play hockey adequately for the remainder of the season, the Club shall pay the compensation indicated in the present contract until the end of the season during which the injury occured, the Club then being discharged of any further obligation towards the Player, the present contract being then terminated; if, on the other hand, the injury sustained in the above mentioned circumstances renders the Player unable to play hockey for a certain period of time during the season, the Club shall pay to the Player, during the period of injury, the compensation indicated in the present contract until his return to play with the Club during

## LOSS OF SALARY DURING A SUSPENSION BY THE CLUB OR BY THE LEAGUE
### Section 12
**12.1** The Player accepts that the Club has the authority to execute any order of suspension or exclusion rendered against him by the league. In the case of a suspension, at the option of the Club, the salary of the Player shall cease to be paid during said period of suspension. In the case of an expulsion, this contract, at the option of the Club, shall be terminated.

**12.2** The Player accepts, in the case of a suspension covered by the present agreement, that, at the option of the Club, a deduction be made of an amount equal to the proportion of the salary corresponding to the number of suspension days with regard to the number of days of the regular season calendar, such deduction to be made from the salary mentioned in section 2 of the present agreement.

## PAYMENT FOR THE DEVELOPMENT OF THE PLAYER
### Section 13
It is understood that, at any time during the present contract, the Player can graduate to a chosen professional team if he obtains a good and valid discharge from L'Association de hockey junior du Québec (1969) Inc. To this effect, the copy of a legally adopted resolution by said corporation stating that its player is discharged shall be deemed sufficient. From then on, the Player may play for the chosen professional team upon payment of a monetary compensation of 100 000,00 $ to be paid by the professional team or the Player. It is also agreed that the payment of the compensation covered by the present agreement does not apply if the Player decides to graduate with a team that is in a league that has a written agreement approved by L'Association de hockey junior du Québec (1969) Inc., agreement setting forth a different method of compensation in order that the Player might be admitted to such league.

## GENERAL DISPOSITIONS
### Section 14
**14.1** The dispositions, stipulations or conditions contained in the present contract are to be considered as being independent from one to the other and the nullity of one or more of such dispositions, stipulations or conditions, or the renouncement, modification or annulment of one or the other by mutual consent, by Court decision or otherwise, shall not affect the validity of the other dispositions, stipulations or conditions.

**14.2** The parties agree that for any litigation arising from the present contract the Courts of the province of Québec shall have exclusive jurisdiction to pronounce on the issue according to the laws of the Province of Québec, regardless of where the present contract may be signed or where the Player might have signed another contract contrary to the obligations contained in the present agreement.

**14.3** The Player acknowledges that he has read and understands each and every clause of the present contract.

**14.4** The parties have agreed to the present draft in the English language.

Les parties ont convenu de la rédaction du présent contrat dans la langue anglaise.

In virtue whereof, the parties have signed at _____

on this _____ day of the month of _____

in the year 19 ____.

_____
The Club

_____
Witness

_____
The Player

_____
Witness

## RATIFICATION
I the undersigned, being the Player mentioned in the present contract and having attained the age of majority, declare that I have, this day, read, understood and ratified the present contract.

And I have signed at _____

on this _____ day of _____

in the year 19 ____.

_____
The Player

_____ _____

## Avis important au joueur

1° **Avant de signer ce contrat vous devriez:**

a. **Consulter un avocat de votre choix sur l'opportunité de signer ce contrat et obtenir son avis et ses explications sur les obligations qui vous sont imposées et les bénéfices auxquels vous avez droit aux termes du présent acte.**

b. **Vous assurer que toutes les clauses et conditions acceptées d'un commun accord font partie intégrante de ce contrat.**

2° **Le seul contrat reconnu par la L.H.J.M.Q. est le contrat type du joueur dûment mis en vigueur par vous et le club, déposé au bureau de la ligue et approuvé par lui. Pour ces raisons, ce contrat doit inclure l'entente intégrale conclue entre vous et le club et aucune entente ou moyens d'encouragement orsux ou écrits ne sont reconnus à l'exception de ceux prévus dans ce contrat et qui ne sont pas contraires aux règlements de la ligue.**

3° **Le contrat type du joueur est rédigé en quatre exemplaires par le club et le joueur et toutes les copies dûment signées sont remises en personne ou par la poste au bureau de la ligue pour approbation et enregistrement. La ligue conserve une copie et retourne les autres au club.**

4° **Pour être valide, ce contrat doit être conforme avec la constitution et les règlements de la L.H.J.M.Q. Il lie le club et le joueur immédiatement après son entrée en vigueur. Le club accepte de déposer ce contrat au bureau de la ligue dans les dix jours de sa signature.**

**Si, conformément à la constitution et aux règlements, la ligue désapprouve ce contrat dans les dix jours de sa réception à son bureau, ce contrat est alors résilié et n'est plus en vigueur, et le club et le joueur sont libérés de leurs obligations respectives aux termes du présent contrat.**

**Ligue de Hockey Junior Majeur du Québec**

# Contrat type du joueur

Entente entre [redacted]

ci-après appelé le «Club» membre de la Ligue de hockey junior majeur du Québec

et [redacted]

domicilié à [redacted]

dans la ville de [redacted]

dans la province de [redacted]

ci-après appelé le «Joueur».

**Il est convenu que:**

En considération des obligations respectives contenues dans les présentes, les parties à ce contrat consentent respectivement à ce qui suit:

## DÉFINITION

### Article 1

Le Club, sous réserve des modalités des présentes, embauche le Joueur comme joueur de hockey pour une période de 4 années débutant le 1er août 19 95 et se terminant le 31 juillet 19 99

## RÉMUNÉRATION

### Article 2

2.1 Le Club accepte de verser au Joueur, pour les droits accordés au Club par les présentes, l'allocation prévue au règlement de la ligue:

| Saison | Salaire | Autres (précisez) |
|---|---|---|
| | [redacted] | |
| | | |
| | | |
| | | |
| | | |

2.2 Le paiement de l'allocation convenue se fait en versements hebdomadaires ou autrement, selon entente entre le Club et le Joueur. Il débute à la date de l'ouverture du calendrier régulier de la ligue ou à la date à laquelle le Joueur se rapporte au Club, la plus tardive des deux, et il se termine avec le dernier match du Club. Si le Joueur n'est pas à l'emploi du Club pour toute la période du calendrier régulier des matchs et des éliminatoires de la ligue, le Joueur recevra seulement la portion du salaire au prorata du nombre de jours d'emploi réel par rapport au nombre de jours du calendrier régulier des matchs de la ligue.

2.3 Le Club paiera au Joueur le logement et la pension. L'engagement concernant le logement et la pension sera payable par le Club à partir du moment où le Joueur se rapporte au camp d'entraînement du Club et se terminera à la même date que le dernier versement d'allocation. Le logement et la pension sont payables au Joueur qui doit quitter son domicile pour participer aux activités du Club. Si le Joueur est étudiant, le logement et la pension sont payables jusqu'à la fin de l'année scolaire, en autant que le Joueur décide de continuer à résider dans la ville où évolue le Club pour y terminer son année scolaire.

2.4 En sus des paiements prévus ci-dessus, le Club acquitte:

a. Les dépenses de voyage encourues par le Joueur à partir de son domicile jusqu'au camp d'entraînement du Club. Au terme de la saison, le Club assure le transport directement au domicile du Joueur.

b. Les frais de scolarité dans le cas d'un Joueur qui fréquente une école publique ou privée.

c. Les fournitures scolaires nécessaires sont fournies par le Club et demeurent la propriété du Club.

## EMPLOI ET DEVOIRS

### Article 3

3.1 Pendant toute la période couverte par le présent contrat, le Joueur accepte de donner ses services et de jouer au hockey dans tous les matchs pour le championnat de la ligue, le match des étoiles, les matchs pré-saison, les matchs des éliminatoires et les matchs des séries de la Coupe Memorial, au meilleur de ses capacités, sous la direction et le contrôle du Club.

3.2 Le Joueur s'engage aussi:

a. À se rapporter au camp d'entraînement du Club, en bonne condition physique, à l'endroit et au moment désignés par celui-ci.

b. À se maintenir en bonne condition physique en tout temps durant la saison.

c. À donner ses meilleurs services, à être loyal envers le Club et à ne jouer au hockey que pour celui-ci.

d. À coopérer avec le Club et à participer à toutes les activités de promotion de celui-ci et de la ligue, pour le bien-être du Club et du hockey en général.

e. À se conduire, sur et en dehors de la patinoire, suivant les normes d'honnêteté, de morale, de «fairplay», et de ne pas avoir une conduite préjudiciable au Club, à la ligue et au hockey en général.

## PUBLICITÉ

3.3 Par les présentes, le Joueur accorde irrévocablement au Club et à la ligue, durant la durée de ce contrat, le droit de permettre ou d'autoriser toute personne, firme ou corporation à prendre toutes photographies, prises de film ou d'images télévisées de lui-même. Il reconnaît que tous les droits de ces photographies, de ces prises de film et de ces images télévisées appartiennent au Club exclusivement qui peut les utiliser, les reproduire et les distribuer de la manière qu'il le désire.

## CONTRIBUTION DU CLUB

### Article 4

Le Club accepte et s'engage à fournir au Joueur les moyens de développer ses talents de joueur de hockey dans le but de devenir un joueur de hockey exceptionnel. Le Club s'engage aussi:

a. À fournir au Joueur, pour son usage avec le Club, un équipement complet et les facilités d'entraînement.

b. À foumir au Joueur l'enseignement professionnel sur les principes fondamentaux du hockey et des séances régulières d'entraînement supervisées.

c. À fournir au Joueur l'occasion de démontrer ses talents et son habileté au public, aux media d'information, aux dépisteurs et entraîneurs des clubs professionnels.

d. À foumir aux clubs professionnels et autres, au terme des années de qualification junior du Joueur, tous les renseignements qui seraient

## EXAMEN MÉDICAL

### Article 5

Le Joueur accepte et s'engage, avant le début de chaque saison de hockey, à la demande du Club, à se soumettre à un examen médical pratiqué par un médecin désigné par le Club. Si, de l'avis du médecin, le Joueur n'est pas complètement apte à participer aux activités de hockey du Club, ce contrat et tout ce qui y est prescrit, au choix du Club, est nul et n'a plus aucun effet.

## RÈGLEMENTS ET AMENDES DU CLUB

### Article 6

Le Club peut de temps à autre, durant la durée de ce contrat, établir des règles régissant la conduite et le conditionnement du Joueur, et ces règles font partie intégrante de ce contrat. Pour toute violation de ces règles ou pour toute conduite portant atteinte à l'accomplissement des devoirs incombant au Joueur, le Club peut décréter une suspension sans rémunération ou imposer une amende raisonnable au Joueur, et déduire ce montant de toute somme d'argent due ou à devenir due au Joueur.

## RECOURS DU CLUB

### Article 7

Si le Joueur fait défaut de remplir l'une ou l'autre des dispositions du présent contrat, le Club pourra, en plus d'exercer tous les recours en dommages-intérêts qu'il juge appropriés, se pourvoir par injonction contre le Joueur pour le forcer à respecter les modalités et la durée de son contrat d'engagement, de façon à l'empêcher de jouer pendant la durée du présent contrat pour tout autre club de hockey amateur ou professionnel.

## TRANSMISSIBILITÉ DU CONTRAT

### Article 8

**8.1** Sous réserve des règlements de la ligue, il est convenu par les présentes que le Club a le droit de vendre, attribuer, échanger ou céder ce contrat à tout autre club de hockey et le Joueur s'engage à accepter et à être lié par cette vente, attribution, échange ou cession et à remplir fidèlement ce contrat de la même manière que s'il avait été passé entre le Joueur et cet autre Club.

**8.2** Les parties conviennent également que le présent contrat demeurera en vigueur dans son intégrité si jamais l'Association de hockey junior du Québec (1969) Inc. décide de changer le nom de la ligue de hockey qu'elle opère, ou encore décide de ne plus faire partie de la Ligue de hockey junior majeur du Canada ou encore de l'Association canadienne de hockey amateur ou de l'une de ses branches ou fédérations. Toutefois, le présent contrat deviendra la propriété de l'Association de hockey junior du Québec (1969) Inc. si le Club n'est plus membre de la ligue opérée par ladite association.

## RÉSOLUTION DU CONTRAT PAR LE JOUEUR

### Article 9

Si le Club ne rencontre pas ses obligations envers le Joueur telles que prévues aux présentes, le Joueur peut signifier un avis écrit au Club indiquant la nature du défaut. Si le Club ne remédie pas au défaut dans les quinze (15) jours de la réception de cet avis, ce contrat est résolu; à la date de cette résolution, toutes les obligations des deux parties en cause cessent, à l'exception de l'obligation du Club de payer au Joueur les compensations dues à cette date.

## RÉSOLUTION DU CONTRAT PAR LE CLUB

### Article 10

En plus, et indépendamment des autres recours contre le Joueur énumérés au présent contrat, le Club pourra, s'il le désire, mettre fin au présent contrat sur avis au Joueur dans les cas suivants:

a. Si le Joueur fait défaut, refuse ou néglige de fournir les services convenus en vertu du présent contrat.

b. Si le Joueur fait défaut, refuse ou néglige d'obéir aux règlements du Club régissant l'entraînement et la conduite des joueurs.

c. Si le Joueur fait défaut, au seul jugement du Club, de faire preuve de l'adresse ou de l'habileté compétitive lui méritant son emploi en tant que Joueur du Club. Toutefois, si le Joueur va à l'école, le Club devra alors lui payer sa chambre et pension jusqu'à la fin de l'année scolaire, et cela à la condition que le Joueur ne puisse raisonnablement poursuivre les mêmes cours en retournant à son domicile. Le salaire du Joueur cesse immédiatement de lui être payé à compter de ce congédiement.

## CONDITION PHYSIQUE ET BLESSURES

### Article 11

**11.1** Si le Joueur, au seul jugement du Club, est inhabile ou n'est pas en condition physique au début de la saison ou à tout autre moment subséquent durant la saison pour jouer habilement au hockey, il est alors convenu mutuellement que le Club a le droit de suspendre le Joueur pour cette période d'inhabileté ou d'incapacité et/ou d'annuler le présent contrat. Aucune compensation due en vertu de ce présent contrat ne lui est versée pour cette période.

**11.2** Il est également convenu que si le Joueur est blessé à la suite d'une activité qui n'est pas commandée par le Club et que le Joueur est incapable de jouer habilement au hockey pour le reste de la saison ou toute partie d'icelle, le Joueur libère le Club de toutes et chacune des obligations, responsabilités ou compensations monétaires quelles qu'elles soient auxquelles le Joueur pourrait avoir droit en vertu du présent contrat.

**11.3** Si le Joueur est blessé à la suite d'une activité qui est commandée par le Club, le Club s'engage à payer les frais raisonnables d'hospitalisation jusqu'à sa libération de l'hôpital et les frais médicaux et dentaires du médecin et du dentiste, pourvu toutefois que le médecin soignant et le dentiste soient choisis par le Club.

Il est également convenu que si la blessure du Joueur résultant directement d'avoir joué au hockey pour le Club le rend, au seul jugement du médecin du Club, incapable de jouer habilement au hockey pour le reste de la saison, le Club paiera au Joueur la compensation telle que prévue par le présent contrat et ce, jusqu'à la fin de la saison en cours, le Club étant alors libéré de toute autre obligation à l'endroit du Joueur, le présent contrat étant alors terminé; si, par ailleurs, la blessure subie dans les circonstances ci-haut mentionnées rend le Joueur incapable de jouer au hockey pour une certaine période de temps durant la saison, le Club paiera au Joueur, durant cette période d'immobilisation, la compensation telle que prévue au présent contrat jusqu'à son retour au jeu pendant la saison régulière de la ligue.

## PERTE DE SALAIRE DURANT UNE SUSPENSION DE LA LIGUE OU DU CLUB

### Article 12

**12.1** Le Joueur accepte que le Club puisse exécuter toute ordonnance de suspension ou d'expulsion décrétée contre lui par la ligue. Dans le cas de suspension, son salaire, au choix du Club, cesse pour la durée de ladite suspension. Dans le cas d'expulsion, ce contrat, au choix du Club, est résolu.

**12.2** Le Joueur accepte dans le cas de suspension prévue au présent contrat, au choix du Club, que soit déduit du salaire mentionné à l'article 2 des présentes le montant égal à la proportion du salaire correspondant au nombre de jours de suspension par rapport au nombre de jours que comporte le calendrier régulier des matchs de la ligue.

## RECONNAISSANCE ET PAIEMENT POUR LE DÉVELOPPEMENT DU JOUEUR

### Article 13

Il est bien entendu qu'en tout temps durant la durée du présent contrat, le Joueur pourra graduer avec une équipe professionnelle de son choix s'il obtient une libération en bonne et due forme de l'Association de hockey junior du Québec (1969) Inc. À cet effet, la copie d'une résolution légalement adoptée par ladite corporation et visant à libérer le Joueur sera considérée comme suffisante. Dès lors, le Joueur pourra jouer pour l'équipe professionnelle de son choix moyennant le paiement de la somme de 100 000,00 $ payable par ladite équipe professionnelle ou par le Joueur. Il est également entendu que le paiement de compensation prévue au présent contrat ne s'applique pas si le Joueur décide de graduer avec une équipe qui évolue dans une ligue qui détient une entente écrite et approuvée par l'Association de hockey junior du Québec (1969) Inc. prévoyant un autre mode de compensation pour que le Joueur puisse accéder à cette dite ligue.

## DISPOSITIONS DIVERSES

### Article 14

**14.1** Les dispositions, stipulations ou conditions contenues dans ce contrat seront considérées comme étant indépendantes les unes des autres et la nullité d'une ou de plusieurs dispositions, stipulations ou conditions, ou la renonciation, la modification ou l'annulation de l'une ou l'autre par entente des deux parties, décision judiciaire ou autrement, n'affecteront pas la validité des autres dispositions, stipulations ou conditions.

**14.2** Les parties conviennent que relativement à tout litige pouvant découler du présent contrat, seuls les tribunaux du Québec auront juridiction pour en décider selon les lois en vigueur au Québec, et ce nonobstant l'endroit où le contrat est signé ou encore l'endroit où le Joueur pourrait signer tout autre contrat allant à l'encontre des engagements contractés par lui aux présentes.

**14.3** Le Joueur déclare avoir lu et comprendre toutes et chacune des clauses du présent contrat.

En foi de quoi, les parties ont signé à [redacted]

ce 21 jour du mois de août en l'année 1995

[redacted]

APPROUVÉ 25/9/95 LHJMQ APPROVED

## RATIFICATION

**Je soussigné, étant le Joueur mentionné à la présente convention et ayant atteint l'âge de ma majorité, déclare aujourd'hui avoir lu, compris et ratifié le présent contrat.**

Et j'ai signé à _____

ce _____ jour du mois de _____ en l'année 19____

_____
Le Joueur

_____
Témoin

## Important notice to player

1325

**1° Before signing this contract, you should:**

**a) Obtain legal advice on the opportunity to sign this contract. Your legal counsel will explain and advise on the obligations that will be imposed upon you and on the benefits you will retire from said contract;**

**b) Make sure that all clauses and conditions agreed upon by the parties are consigned in writing in the contract;**

**2° The QMJHL will exclusively recognize as official contracts which:**

**a) are written on its Standard Contract Form;**
**b) are duly signed and completed by all parties;**
**c) have been filed with the league office and;**
**d) have received its official approval;**

**For these reasons, the contract must contain the integral agreement entered into between the club and yourself. The QMJHL will not recognize any representations, promises or incentives that are not included in the contract, or that are otherwise prohibited by its rules;**

**3° The Standard Contract Form shall be signed in four copies and all said copies shall be expedited to the QMJHL's offices, whether by hand or by mail, for approval and registration. The QMJHL will then keep one copy and return the others to the club;**

**4° To be valid, this contract must conform to the constitution and the rules of the QMJHL. It is fully binding on all parties as soon as it is in effect. The club will file this contract with the QMJHL within ten (10) days of its signature.**

**If, according to the constitution and rules of the QMJHL, the contract is not approved within ten (10) days of reception by the QMJHL, it shall be considered as null and void, and all parties shall then be relieved of their mutual obligations.**

**Québec Major Junior Hockey League**

# Players Standard Contract Form

Agreement between _____

hereinafter referred to as "the Club", a member of QMJHL and _____

_____,

domiciled at _____

in the city of _____,

province of _____

hereinafter referred to as "the Player".

**The parties mutually agree to the following:**

## CONTENT

### Section 1

The Club, under the terms of this agreement, hereby retains the services of the Player for a period of _____ year, beginning on August 1st, 19 _____ and ending on July 31st, 19 _____

## REMUNERATION

### Section 2

**2.1** The Club shall pay the Player, for his exclusive services, the allowance fixed by the rules of the QMJHL to wit:

| Season | Allowance | Other |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

**2.2** Payment of the allowance shall be made on a weekly basis, unless otherwise agreed to by the parties. It shall begin on the date of the opening of the regular schedule of the QMJHL, or at the date the Player is required to report to the Club (if it is later). It shall end on the date of the last scheduled game of the Club. It the Player's services are not required for the entire period of the regular schedule and play-offs, his remuneration shall then be established on a prorata based on the actual number of days of employment in relation with the number of days of the entire regular schedule of the QMJHL.

**2.3** The Club shall pay for Player's room and board from the day the Player reports to the training camp till the last payment of the above mentioned allowance. Room and board expenses are payable to the Player who is obliged to leave his domicile to participate in the Club's activities. If the Player is a student, the allowance shall then be maintained until the end of the school year, provided that the Player continues to reside in the city where the Club operates and elects to finish his school term.

**2.4** The Club shall also pay for the following expenses:

a) reasonable travel expenses from the Player's domicile to the Club's training facilities. At the end of the season, the Club will pay for direct transportation to the Player's domicile;
b) tuition fees in the case of a Player attending a public or private school;
c) school materials are provided by the Club and shall remain its full property.

## DUTIES OF PLAYER

### Section 3

**3.1** During the complete period covered by the present contract, the Player agrees to give his services and to play hockey in all games leading to the champoinship of the league, the all-star game, pre-season games, play-off games and games of the series for the Memorial Cup, to the best of his capacities, under the supervision and control of the Club.

**3.2** The Player also agrees:

a) to report to the Club's training camp, in good physical condition, at the time and place designated by the Club;
b) to maintain himself in good physical condition at all times throughout the season;
c) to devote his hockey playing abilities and loyalty exclusively to the Club;
d) to cooperate and participate in the promotional activities sponsored by the Club and/or the league in the best interest of the Club and of hockey;
e) to behave, at all times and under all circumstances, whether on or off the ice, in a manner consistent with good standards of honesty, morals, fairplay, and never to adopt a behaviour which could be detrimental to the well-being of the Club, the league or hockey in general.

## PUBLICITY

**3.3** The Player hereby transfers, conveys and assigns irrevocably to the Club and the league, for the duration of this contract, all rights to his image and understands and accepts that said Club or league may authorize, or otherwise licence, any individual, firm or corporation to take any pictures, films, or any other electronically reproduced images of himself. The Player recognizes that all said rights shall be the sole property of the Club, and that it may use or distribute such material in any manner it sees fit.

## DUTIES OF THE CLUB

### Section 4

The Club hereby accepts and obliges itself to furnish to the Player the means to develop his hockey playing abilities for the purpose of becoming an exceptional hockey player.

The Club also agrees to:

a) provide the Player with a complete hockey equipment for use with the Club and training facilities;
b) provide professional training and coaching in the fundamentals of hockey together with supervised training periods;
c) give the Player the opportunity to demonstrate his talent and playing abilities to the public, the medias, the professional coaches or scouts;
d) make available to all professional hockey organizations or others, at the end of his junior career, all relevant data, informations or statistics in order to help the Player initiate a hockey career.

## MEDICAL EXAMINATION
### Section 5
The Player agrees to undergo, before the beginning of each season and at the request of the Club, a thorough medical examination with any Club appointed physician. If, in said physician's opinion the Player is not completely fit to participate in the Club activities, this contract shall then be considered, at the option of the Club, as null and void.

## RULES AND FINES
### Section 6
The Club may, from time to time, for the duration of this contract, establish certain rules concerning the behaviour and physical condition of the Player. Said rules shall be considered binding on the Player and shall form part of the present agreement. The Club may, for any violation of said rules, or of the accomplishment of the duties prescribed to the Player by this agreement, impose a suspension without remuneration or a reasonable fine to the Player, and deduct the amount of said fine from any sum due or to become due to the Player.

## RECOURSES OF THE CLUB
### Section 7
In the event that the Player is in default to fulfill any obligations or duties imposed to him by this agreement, the Club may, in addition to any other recourse for damages that it may see fit, prevail itself by way of injunction in view of prohibiting the Player to play hockey for any amateur or professional club and of forcing him to honour his contractual obligations.

## ASSIGNMENT OF RIGHTS IN THE CONTRACT
### Section 8
**8.1** Upon reserve of the by-laws of the league, the Club shall have the right to sell, assign, trade or otherwise transfer the present contract to any other hockey organization; and the Player hereby obliges himself to comply with said decision and to dutifully fulfill his obligations towards his new team as if they had been agreed upon between himself and said Club.

**8.2** This contract shall be binding and remain in force for its entire duration, even if L'Association de hockey junior du Québec (1969) Inc. decides to change its name, or to withdraw from the Canadian Major Junior Hockey League, the Canadian Amateur Hockey Association, its subsidiaries or federations. However, if the Club ceases to be a member of the league sponsored or operated by said Association, all rights in the present contract shall become the exclusive property of L'Association de hockey junior du Québec (1969) Inc.

## RESOLUTION OF THE CONTRACT BY THE PLAYER
### Section 9
If the Club does not respect its obligations towards the Player, such obligations established in the present agreement, the Player shall give notice to the Club, by writing, in which is stipulated the nature of the default. If such default is not remedied by the Club within fifteen (15) days from the receipt of such notice, this contract is annuled; at the date of the resolution of the contract, all obligations of the two parties cease to exist save and except the obligation of the Club to pay to the Player any amount due at such date.

## RESOLUTION OF THE CONTRACT BY THE CLUB
### Section 10
Furthermore and regardless of other recourses against the Player stipulated in the present contract, the Club may, if so desired, terminate the present contract upon notice to the Player in the following cases:

a) if the Player defaults, refuses or neglects to provide the services agreed upon in the present contract;
b) if the Player defaults, refuses or neglects to obey the by-laws of the Club concerning training and the conduct of players;
c) if the Player fails, in the opinion of the Club only, to demonstrate sufficient skill and ability to deserve a posting as player in the Club. However, if the Player goes to school, the Club shall pay his room and board till the end of the school year at the condition that the Player cannot reasonably pursue the same studies at his domicile. As of the date of termination, the allowance or salary ceases to be payable.

## PHYSICAL CONDITION AND INJURIES
### Section 11
**11.1** If the Player, in the opinion of the Club only, is incapable or is not in a physical condition at the beginning or during the season to enable him to play hockey in an acceptable manner, it is mutually agreed that the Club has the right to suspend the Player for such period of incapacity and/or annul the present contract. As of such suspension, the Club shall not be obliged to pay any amount whatsoever.

**11.2** It is also agreed that if the Player is injured during an activity that is not organized by the Club and if the Player is unable to play hockey in an adequate manner for the remainder of the season or any part thereof, the Player discharges the Club of all and every obligations, responsibilities or monetary compensations of whatever nature that the Player might claim by virtue of the present contract.

**11.3** If the Player is injured during an activity that is organized by the Club and at which the Player must attend, the Club obliges itself to pay reasonable hospital expenses until his discharge from the hospital and medical costs for the physician or dentist in as much that such physician or dentist is chosen by the Club.

It is also agreed that if the injury sustained by the Player while playing hockey for the Club renders the Player unable to play hockey adequately for the remainder of the season, the Club shall pay the compensation indicated in the present contract until the end of the season during which the injury occured, the Club then being discharged of any further obligation towards the Player, the present contract being then terminated; if, on the other hand, the injury sustained in the above mentioned circumstances renders the Player unable to play hockey for a certain period of time during the season, the Club shall pay to the Player, during the period of injury, the compensation indicated in the present contract until his return to play with the Club during

## LOSS OF SALARY DURING A SUSPENSION BY THE CLUB OR BY THE LEAGUE
### Section 12
**12.1** The Player accepts that the Club has the authority to execute any order of suspension or exclusion rendered against him by the league. In the case of a suspension, at the option of the Club, the salary of the Player shall cease to be paid during said period of suspension. In the case of an expulsion, this contract, at the option of the Club, shall be terminated.

**12.2** The Player accepts, in the case of a suspension covered by the present agreement, that, at the option of the Club, a deduction be made of an amount equal to the proportion of the salary corresponding to the number of suspension days with regard to the number of days of the regular season calendar, such deduction to be made from the salary mentioned in section 2 of the present agreement.

## PAYMENT FOR THE DEVELOPMENT OF THE PLAYER
### Section 13
It is understood that, at any time during the present contract, the Player can graduate to a chosen professional team if he obtains a good and valid discharge from L'Association de hockey junior du Québec (1969) Inc. To this effect, the copy of a legally adopted resolution by said corporation stating that its player is discharged shall be deemed sufficient. From then on, the Player may play for the chosen professional team upon payment of a monetary compensation of 100 000,00 $ to be paid by the professional team or the Player. It is also agreed that the payment of the compensation covered by the present agreement does not apply if the Player decides to graduate with a team that is in a league that has a written agreement approved by L'Association de hockey junior du Québec (1969) Inc., agreement setting forth a different method of compensation in order that the Player might be admitted to such league.

## GENERAL DISPOSITIONS
### Section 14
**14.1** The dispositions, stipulations or conditions contained in the present contract are to be considered as being independent from one to the other and the nullity of one or more of such dispositions, stipulations or conditions, or the renouncement, modification or annulment of one or the other by mutual consent, by Court decision or otherwise, shall not affect the validity of the other dispositions, stipulations or conditions.

**14.2** The parties agree that for any litigation arising from the present contract the Courts of the province of Québec shall have exclusive jurisdiction to pronounce on the issue according to the laws of the Province of Québec, regardless of where the present contract may be signed or where the Player might have signed another contract contrary to the obligations contained in the present agreement.

**14.3** The Player acknowledges that he has read and understands each and every clause of the present contract.

**14.4** The parties have agreed to the present draft in the English language.

Les parties ont convenu de la rédaction du présent contrat dans la langue anglaise.

In virtue whereof, the parties have signed at _____

on this _____ day of the month of _____

in the year 19 ____.

_____
The Club

_____
Witness

_____
The Player

_____
Witness

## RATIFICATION
I the undersigned, being the Player mentioned in the present contract and having attained the age of majority, declare that I have, this day, read, understood and ratified the present contract.

And I have signed at _____

on this _____ day of _____

in the year 19 ____.

_____
The Player

_____
Witness

LIGUE DE HOCKEY JUNIOR MAJEUR DU QUÉBEC
QUEBEC MAJOR JUNIOR HOCKEY LEAGUE

# CONTRAT D'ENGAGEMENT DU JOUEUR

Cette saison, j'ai l'occasion de continuer à vivre une expérience unique en évoluant pour l'équipe _____ de la LHJMQ. Je reconnais que mon appartenance à la Ligue et à l'une de ses équipes est conditionnelle au respect du code d'éthique, les politiques et les règlements de la Ligue et de l'équipe afin que le tout se déroule correctement.

1. Je m'engage à fournir le meilleur de moi-même en tant que joueur de hockey. La raison de ma présence à _____est de dédier mon corps et mon esprit au succès de l'équipe ainsi qu'à mon développement de joueur de hockey;

2. Je m'engage à fournir le meilleur de moi-même à l'école afin de faire de mon année une réussite en dédiant mon corps et mon esprit à mon succès personnel;
3. Je m'engage à avoir un comportement exemplaire et ne pas avoir une influence négative sur mes coéquipiers
4. Je m'engage à choisir intelligemment et avec respect les commentaires que je fais à travers les médias traditionnels ou sociaux, et je m'abstiens de menacer quelqu'un ou de produire et/ou distribuer du matériel à caractère pornographique ou embarrassant;
5. Je m'engage à démontrer un grand respect envers la direction, le personnel de l'équipe et de la Ligue, mes coéquipiers, ma famille de pension ainsi qu'envers les gens de la communauté.
6. Je m'engage à respecter les règles de l'équipe et de la Ligue et à ne commettre aucun geste qui pourrait nuire à mon équipe, à la Ligue ou moi-même de quelque façon que ce soit

Moi, _____, j'affirme avoir pris connaissance du code d'éthique et lu tous les engagements ci-dessus et je m'engage à les respecter. Si l'un ou l'autre de ces engagements n'est pas respecté, je suis conscient que je m'expose à des conséquences pouvant aller jusqu'à être expulsé de l'équipe et de la LHJMQ.

Signature du joueur : _____

Date : _____

LIGUE DE HOCKEY JUNIOR MAJEUR DU QUÉBEC
QUEBEC MAJOR JUNIOR HOCKEY LEAGUE

# Mémorandum

**Destinataires : Directeurs généraux, entraîneurs, thérapeutes**

**Date : 1er octobre 2023**

**Expéditeur : Natacha Llorens**

**OBJET : Programme Parlons-en**

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Mesdames, Messieurs,

Le bien-être des joueurs et des membres du personnel est une priorité pour la LHJMQ, c'est pourquoi nous accordons de l'importance à la santé mentale. Chaque saison, des interventions sont faites pour aider des joueurs ou membres du personnel à gérer des défis tels que des troubles anxieux et des dépressions. Il est donc important de les soutenir, de leur donner des outils dont ils ont besoin et de rester vigilants aux signes avant-coureurs.

La Ligue canadienne de hockey (LCH) est partenaire avec l'Association canadienne pour la santé mentale (ACSM) depuis 2016 et elle s'est engagée à offrir un atelier sur la prévention du suicide et sur la santé mentale à tous les joueurs dans le cadre du programme Parlons-en.

Afin d'être bien sensibiliser, tous les joueurs devront participer à un atelier qui leur enseignera l'importance de faire attention à leur santé mentale et comment reconnaître les signes d'une personne ayant des pensées suicidaires. L'atelier sera donné en ligne par Mme Meaghan Lowrey, formatrice de l'ACSM. Elle vous contactera sous peu pour planifier votre session. Toutes les équipes doivent avoir reçu la formation d'ici la première semaine de décembre. Si vous avez de la difficulté à planifier votre atelier, il sera important d'informer Mme Lowrey pour évaluer d'autres alternatives. Les horaires sont flexibles et l'atelier pourra également être donné en soirée.

Chaque équipe est tenue de trouver le temps nécessaire pour faire l'atelier. Celui-ci sera donné par visioconférence et sera d'une durée d'environ 1h30. Le matériel de la présentation sera en français et en anglais et la formatrice pourra aussi offrir les ateliers dans les deux langues si nécessaire.

Cordialement,

Natacha Llorens
Directrice des services aux joueurs, LHJMQ

# Parlons-en

## La prévention du suicide en milieu sportif

Ce programme, bilingue au Québec, permet aux joueurs de la Ligue de hockey junior majeure du Québec (LHJMQ) de développer leurs connaissances en santé mentale, d'aborder des sujets parfois tabous, de partager des réflexions personnelles, de connaître les ressources disponibles et de remettre en question certains préjugés face à la santé mentale ou à la demande d'aide. De plus, lors des ateliers offerts, il y a une mise en contact entre chaque équipe et les ressources locales en santé mentale et les Centres de prévention du suicide (CPS).

L'ACSM-Division du Québec est fière de déployer chaque année le programme Parlons-en sur le territoire québécois en collaboration avec **CMHA-Division de l'Ontario (https://ontario.cmha.ca/)**, la **Ligue de hockey junior majeur du Québec (https://lhjmq.qc.ca/)**, l'**Association québécoise de prévention du suicide (https://www.aqps.info/)** et les **Centres de prévention du suicide du Québec (https://www.cpsquebec.ca/)**. Ce programme est né de la volonté de concertation et de travail collaboratif de différents acteurs constatant les besoins importants sur le terrain et un grand potentiel de retombées positives, et ce à la fois pour les joueurs eux-mêmes, leurs équipes d'entrainement, leurs proches et les communautés de manière générale.

Des matchs de sensibilisation (Journées de match) sont organisés annuellement en hiver. Ces événements sont une occasion de sensibiliser les partisans au sujet de la promotion de la santé mentale et de la prévention du suicide.

## Des résultats positifs

**(https://quebec.acsm.ca/une-etude-de-luniversite-mcgill-souligne-les-retombees-dun-programme-de-sante-mentale-dans-la-ligue-de-hockey-junior-canadienne/)**

**Pour obtenir de plus amples renseignements, veuillez communiquer avec :**
Denise Byrnes, Directrice générale par intérim
Association canadienne pour la santé mentale, Division du Québec
Tél : 514-657-2106 ou le numéro sans frais: 1-844-657-2106
**direction@acsm.qc.ca (mailto:direction@acsm.qc.ca)**

Alex Salomie, Responsable des programmes et des communications
Association canadienne pour la santé mentale, Division de l'Ontario
Tél. : 416-977-5580, poste 4129, ou le numéro sans frais : 1-800-875-6213
**asalomie@ontario.cmha.ca (mailto:asalomie@ontario.cmha.ca)**



**Ou visitez le site www.parlonsencanada.ca (https://parlonsencanada.ca/)**

English (https://quebec.acsm.ca/en/talk-today/)

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**Association canadienne pour la santé mentale, Division du Québec**
55, ave du Mont-Royal Ouest, bureau 603
Montréal, QC, H2T 2S6

Heures d'ouverture: Lundi au vendredi de 9h00 à 17h00
(https://www.google.com/maps/place/55+Mont-Royal+Ave+W+%23603,+Montreal,+QC+H2T+2S6/@45.5193551,-73.5872145,17z/data=!3m1!4b1!4m6!3m5!1s0x4cc91bd33e9c8bd9:0x7cd0a99ff4bb0e6c!8m2!3d45.73.5872145!16s%2Fg%2F11ll_yqwsm)

**Téléphone : (514) 657-2106** (tel: (514) 657-2106)

Courriel : info@acsm.qc.ca
(mailto:info@acsm.qc.ca)

**Restez en contact**

(https://www.instagram.com/acsmquebec/) (https://www.facebook.com/acsmquebec/) (https://www.linkedin.com/company/acsm-quebec/)

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# À propos

Sport'Aide

## Notre mission

Sport'Aide a pour mission d'assurer un leadership dans la mise en œuvre d'initiatives favorisant un environnement sportif sain, sécuritaire et harmonieux pour les jeunes sportifs du Québec et fournir un service d'accompagnement aux différents acteurs du milieu sportif, et ce, tant au niveau élite que récréatif.

## Plus concrètement...

Sport'Aide est un organisme sans but lucratif indépendant qui vise à offrir des services d'accompagnement, d'écoute et d'orientation aux jeunes sportifs, mais également aux divers acteurs du monde sportif québécois (parents, entraîneurs, organisations sportives, officiels et bénévoles) témoins de violence à l'égard des jeunes.

## Nos valeurs

**Plaisir** – Favoriser les expériences sportives enrichissantes et formatrices.
**Respect** – Agir dans le respect des règles, des droits et des valeurs.
**Écoute** – Entendre et porter la voix de nos jeunes sportifs.
**Solidarité** – Mobiliser et agir ensemble pour soutenir les jeunes sportifs.

## Notre compréhension de la violence et des abus envers les jeunes dans le contexte sportif

Toute situation ou comportement en sport ayant le potentiel d'entraîner ou entraînant des conséquences néfastes sur la santé (physique et mentale), la sécurité et le bien-être des enfants et des jeunes qui évoluent dans le contexte sportif ou qui porte atteinte à leurs droits fondamentaux. Ces situations ou comportements peuvent être liés à certains aspects de la culture sportive, à certaines structures présentes dans le sport, à des relations entre les individus ainsi qu'à des comportements de l'athlète lui-même. Ces différentes formes de violence semblent donc être intimement reliées et s'influencent les unes les autres. La violence peut donc être directe ou indirecte, peut évoluer dans le temps, n'inclut pas nécessairement une personne qui agit et ne suppose pas toujours une intention de nuire ou de faire du mal.

## Nos origines

Interpellés par le phénomène de la violence dans les sports, **Guylaine Dumont** (ancienne volleyeuse professionnelle, olympienne en 2004), **Sylvain Croteau** (engagé dans les sports professionnel et amateur depuis plus de 20 ans) et **Sylvie Parent** (professeure-chercheure spécialisée en harcèlement et abus chez les jeunes sportifs) lancent Sport'Aide en 2014. Depuis, le trio s'est entouré d'administrateurs et partenaires soucieux de diminuer – à l'idéal éliminer – ces violences de toutes sortes (sexuel, physique, psychologique, cyber intimidation, etc.) qui enveniment le milieu et les sportifs.

De gauche à droite: Guylaine Dumont, Sylvie Parent et Sylvain Croteau

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PROVINCE DE QUÉBEC
COUR SUPÉRIEURE
DISTRICT DE QUÉBEC
LOCALITÉ DE QUÉBEC

**CARL LATULIPPE**

Demandeur

c.

**LIGUE CANADIENNE DE HOCKEY**

-et-

***AL.***

Défenderesses

10882/335826.00001 **BF1347**
CASIER DE COUR N$^{O}$ 133

PIÈCE PA-3

ORIGINAL

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**PIÈCE**
**PA-4**

**Mise à jour sur le bien-être des joueurs**
**21 janvier 2022**

## MISE À JOUR SUR LE BIEN-ÊTRE DES JOUEURS

La LCH et ses ligues membres - la Ligue de hockey de l'Ouest, la Ligue de hockey de l'Ontario et la Ligue de hockey junior majeur du Québec - ainsi que leurs équipes sont engagées envers les 1 400 jeunes hommes qui évoluent dans ses ligues.

Au cours des 20 dernières années, la WHL, la OHL, la LHJMQ et leurs équipes ont fait des pas de géants en ce qui concerne leurs programmes de sécurité et de bien-être des joueurs, qui rassemblent notamment des politiques, des programmes et des pratiques détaillés afin d'inculquer aux joueurs et au personnel des équipes les connaissances de la notion de respect dans le domaine du sport, de la prévention du bizutage, de l'abus, du harcèlement ainsi que de l'intimidation, et de proposer un programme de santé mentale personnalisé, Talk Today (Parlons-en), en partenariat avec l'Association canadienne pour la santé mentale.

Nous nous engageons à protéger nos joueurs et nous opèrerons les modifications et ferons les investissements nécessaires de manière continue afin d'offrir la meilleure expérience possible aux joueurs.

Nous sommes conscients du fait que des améliorations nécessaires sont constamment mises en œuvre dans le milieu sportif, notamment en matière de sécurité des athlètes, et que le paysage sportif évolue à grande vitesse. Afin de garantir l'amélioration constante de nos politiques, programmes et pratiques, nous avons pris les mesures suivantes :

- La mise en place d'un **comité d'examen indépendant** (IRP) qui passera en revue les politiques et pratiques actuelles des ligues membres en ce qui a trait aux initiations, aux abus, au harcèlement ainsi qu'à l'intimidation, afin de déterminer si des modifications permettraient de protéger les joueurs contre les comportements répréhensibles hors glace et d'accroître la probabilité que les plaintes liées à ces inconduites fassent l'objet d'une enquête. Dans le cadre du processus du Comité, un sondage a été réalisé pour notre compte par **Léger**, un cabinet spécialisé en sondage reconnu à l'échelle nationale, afin de mieux nous informer sur les expériences vécues par nos anciens joueurs et nos joueurs actuels.
- Nous avons retenu les services de **Rachel Turnpenney du cabinet Turnpenney Milne**, un cabinet d'avocats de premier plan dans le domaine des enquêtes, des audits et des examens des politiques, afin d'examiner en profondeur les conclusions et les recommandations du Comité, ainsi que les politiques et les pratiques des ligues membres, et de proposer des recommandations sur les points à améliorer.

*Comité d'examen indépendant*

En juillet 2020, la LCH a mis en place le Comité dans le but de passer en revue les politiques et pratiques actuelles de la ligue en ce qui a trait au bizutage, aux abus, au harcèlement ainsi qu'à l'intimidation, afin de déterminer si des modifications permettraient de protéger les joueurs contre les comportements répréhensibles hors glace et d'accroître la probabilité que les plaintes liées à ces inconduites fassent l'objet d'une enquête. Le Comité était présidé par l'ancien Premier ministre du Nouveau-Brunswick, M. Camille Thériault, qui était accompagné de M. Sheldon Kennedy et de Mme Danièle Sauvageau.

En décembre 2020, le Comité a déposé son rapport et ses recommandations, dont la majorité a été mise en œuvre ou est en voie de l'être. Le Comité a également joint en annexe les résultats du sondage effectué par Leger. Dans le cadre du processus du Comité, Leger a effectué un sondage en ligne pour le compte de la LCH auprès des joueurs, des directeurs généraux, du personnel et des familles hôtes. Ce sondage a été réalisé en septembre et octobre 2020 et au total, on a enregistré la participation de 31 directeurs généraux, 59 entraîneurs, 98 membres du personnel, 259 joueurs et 212 familles. Les propriétaires n'ont pas participé au sondage.

Les recommandations du Comité étaient axées sur des domaines tels que :

- le recours aux services des spécialistes en la matière pour traiter les cas d'inconduite hors glace et aborder la question de l'entraînement éthique,
- la mise en place d'une approche faisant intervenir des tiers pour le signalement des cas de maltraitance,
- la création d'un système de suivi pour tous les incidents,
- l'uniformisation des politiques au sein de la LCH,
- l'élaboration d'un programme d'éducation et de sensibilisation pour les joueurs, et
- la création d'un système métrique pour les plaignants

Nous tenons à exprimer notre gratitude au Comité pour ce grand pas qui a été franchi pour s'assurer que l'expérience vécue par les joueurs de la LCH figure parmi les meilleures expériences du milieu sportif. Bien que les conclusions et les recommandations du Comité aient été instructives, elles ne répondaient pas entièrement aux questions soulevées. Il était par conséquent indispensable de mener d'autres travaux pour déterminer si les modifications apportées aux politiques et pratiques actuelles pourraient contribuer à protéger les joueurs contre des comportements répréhensibles hors glace.

**Vous pouvez consulter le rapport du Comité ici.**

*Examen effectué par Turnpenney*

Bien que le Comité ait abordé un certain nombre de domaines clés, il n'a pas pris en compte le fait que la responsabilité des politiques et programmes de bien-être des joueurs appartient aux ligues à titre individuel, et n'a fourni aucune rétroaction sur les politiques existantes. Par conséquent, un deuxième examen plus détaillé des politiques au niveau des ligues s'imposait. En décembre 2021, les services de Rachel Turnpenney du cabinet Turnpenney Milne LLP ont été retenus par la LCH afin d'examiner les politiques et programmes actuels de chaque ligue membre et produire un rapport qui évalue l'apport effectif de ces politiques et programmes en matière de protection des joueurs.

Turnpenney a examiné les conclusions et les recommandations du Comité, ainsi que toutes les politiques et tous les programmes des ligues membres relatifs au bien-être des joueurs, notamment ceux qui ont trait au bizutage, à l'intimidation, au harcèlement, au harcèlement sexuel, à l'agression sexuelle et à la discrimination. Un aperçu de l'analyse des recommandations du Comité par la LCH et des mesures prises figure dans le rapport produit par Turnpenney.

Les conclusions de Turnpenney indiquent que les ligues membres ont apporté un certain nombre de changements positifs en matière de bien-être des joueurs. Cependant, il existe certains domaines qui nécessitent des améliorations supplémentaires de la part des ligues membres, notamment :

- la définition des mesures qui permettent de juger l'amélioration des programmes de bien-être,
- l'automatisation des processus liés à la formation et à l'éducation,
- l'accès à toutes les politiques actuelles et futures en ligne,
- la réception des rétroactions annuelles des principales parties prenantes, y compris les joueurs,
- la mise en place d'un système métrique de traitement des plaintes prévoyant la méthode de signalement, le type de plaignant, le processus et les résultats, et
- la mise à jour de certaines politiques qui tient compte des modifications apportées au niveau de la terminologie, de la définition du genre et d'autres domaines.

**Vous pouvez consulter le rapport de Mme Turnpenney ici.**

À l'avenir, la LCH et ses ligues membres apporteront d'autres modifications aux politiques et procédures qui sont conformes aux deux rapports. Nous nous ferons un plaisir de communiquer ces renseignements dans les mois à venir.

## Calendrier de la politique et du programme de la LCH

Depuis la création de la Ligue de hockey de l'Ontario (**OHL**), de la Ligue de hockey junior majeur du Québec (**LHJMQ**) et de la Ligue de hockey de l'Ouest (**WHL**) (individuellement, une **Ligue membre**; collectivement, les **Ligues membres**), les équipes individuelles ont été responsables de la sécurité des joueurs dans leurs équipes. Conformément à cette responsabilité, au fil des années, chaque équipe a élaboré des politiques, des programmes et des règles liés à la sécurité des joueurs. Au fil du temps, les Ligues membres ont introduit des politiques au niveau de la Ligue membre. Ce calendrier décrit le développement, l'approbation, l'adoption et la mise en œuvre de ces politiques et de ces programmes au niveau des Ligues membres.

### 1. OHL

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| 1985 | **Affiche de discipline**<br>Développée par le Bureau de l'OHL avec l'aide d'un conseiller juridique. Approuvée par le conseil d'administration de l'OHL. Adoptée par le conseil de l'OHL lors d'une réunion du conseil en 1985. Mise en place par les équipes avant le début de la saison 1985/1986. Constamment mise à jour à mesure que de nouvelles politiques sont adoptées. |
| 1994 | **Politique des épreuves**<br>Développée par le Bureau de l'OHL avec l'aide d'un conseiller juridique. Approuvée par le conseil d'administration de l'OHL. Adoptée par le conseil d'administration de l'OHL dans le cadre des politiques et des procédures de santé et de bien-être lors de la réunion du conseil au mois d'août 1994. Mise en place par les équipes avant le début de la saison 1994/1995. |
| 2003 | **Politique de harcèlement et d'abus/diversité**<br>Développée par le Bureau de l'OHL avec l'aide d'un conseiller juridique. Approuvée par le conseil d'administration de l'OHL. Adoptée par le conseil d'administration de l'OHL dans le cadre des politiques et procédures de santé et de bien-être lors de la réunion du conseil au mois d'août 2003. Mise en place par les équipes avant le début de la saison 2003/2004. |
| 2006 | **Mise à jour de la politique des épreuves et du formulaire d'accusé de réception**<br>Développée par le Bureau de l'OHL avec l'aide d'un conseiller juridique. Politique des épreuves mise à jour et formulaire d'accusé de réception ajouté, obligatoire pour tous les joueurs. Approuvée par le conseil d'administration de l'OHL. Adoptée par le conseil de l'OHL lors de la réunion du conseil au mois d'août 2006. Mise en place par les équipes avant le début de la saison 2006/2007. |

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| 2010 | **Politique et affiche sur les réseaux sociaux**<br>Développée par le Bureau de l'OHL avec l'aide d'un conseiller juridique. Approuvée par le conseil d'administration de l'OHL. Adoptée par le conseil d'administration de l'OHL dans le cadre des politiques et procédures de santé et de bien-être lors de la réunion du conseil au mois d'août 2010. Mise en place par les équipes avant le début de la saison 2010/2011. |
| 2012 | **Programme de respect dans le sport pour les animateurs**<br>Développé par Respect Group Inc. approuvé par le conseil d'administration de l'OHL. Adopté par le conseil de l'OHL lors de la réunion du conseil au mois d'août 2012. Mis en place par les équipes avant le début de la saison 2012/2013. |
| 2014 | **Programme Parlez aujourd'hui**<br>Développé par l'Association canadienne pour la santé mentale. Approuvée par le conseil d'administration de l'OHL. Adopté par le conseil de l'OHL lors de la réunion du conseil au mois d'août 2014. Mis en place par les équipes avant le début de la saison 2014/2015. |
| 2015 | **Programme Les joueurs d'abord**<br>Développé par le Bureau de l'OHL avec l'aide d'un conseiller juridique. Approuvé par le conseil d'administration de l'OHL. Adopté par le conseil de l'OHL lors de la réunion du conseil au mois d'août 2015. Mis en place par les équipes avant le début de la saison 2015/2016.<br>**Programme ONSIDE**<br>Développé par l'Ontario Coalition of Rape Crises Centres et le Bureau de l'OHL. Approuvé par le conseil d'administration de l'OHL. Adopté par le conseil de l'OHL lors de la réunion du conseil au mois d'août 2010. Mis en place par les équipes avant le début de la saison 2010/2011. |
| 2016 | **Programme de développement des performances**<br>Développé par le Dr Paul Dennis et le Bureau de l'OHL. Approuvé par le conseil d'administration de l'OHL. Adopté par le conseil de l'OHL lors de la réunion du conseil au mois d'août 2016. Mis en place par les équipes avant le début de la saison 2016/2017. |
| 2019 | **Cours sur l'expression de genre et formulaire de reconnaissance**<br>Développé par la Fédération de hockey de l'Ontario et Hockey Canada. Approuvé par le conseil d'administration de l'OHL. Adopté par le conseil de l'OHL lors de la réunion du conseil au mois d'août 2019. Mis en place par les équipes avant le début de la saison 2019/2020. |

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| 2020 | **Directeur de programme la diversité culturelle et de l'inclusion**<br>Développé par le bureau de l'OHL et Rico Phillips nommé premier directeur. Approuvé par le conseil d'administration de l'OHL. Adopté par le conseil de l'OHL lors de la réunion du conseil au mois d'août 2020. Mis en place par les équipes avant le début de la saison 2020/2021. |
| 2021 | **Programme du comité des communications**<br>Développé par un comité spécial des gouverneurs. Approuvé par le Bureau de l'OHL et le conseil exécutif. Adopté par le conseil de l'OHL lors de la réunion du conseil au mois de septembre 2021. Mis en place par les équipes pendant la saison 2021/2022. |

## 2. LHJMQ

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| 1990 | **Contrat d'engagement du joueur**<br>Développé par le Bureau de la LHJMQ. Approuvé par le conseil d'administration de la LHJMQ. Adopté par le conseil de la LHJMQ lors de la réunion du conseil au mois d'août 1990. Mis en place par les équipes avant le début de la saison 1990/1991. |
| 2006 | **Politique anti-discrimination**<br>Développée par le Bureau de la LHJMQ avec l'aide du Conseiller du Commissaire (Denis Arsenault). Approuvée par le conseil d'administration de la LHJMQ. Adoptée par le conseil de la LHJMQ lors de la réunion du conseil au mois d'août 2006. Mise en place par les équipes avant le début de la saison 2006/2007. |
| 2008 | **Programme d'aide aux joueurs**<br>Développé par la directrice des services aux joueurs (Natacha Llorens). Approuvé par le conseil d'administration de la LHJMQ. Adoptée par le conseil de la LHJMQ lors de la réunion du conseil au mois d'août 2008. Mise en place par les équipes avant le début de la saison 2008/2009. Le programme de conférences ad hoc ne comprenait à l'origine que la présentation sur la sensibilisation aux drogues, mais d'autres sont ajoutées à mesure que de nouvelles politiques sont adoptées. |
| 2009 | **Charte pour la prévention de la violence**<br>Développée par la directrice des services aux joueurs (Natacha Llorens). Approuvée par le conseil d'administration de la LHJMQ. Adoptée par le conseil de la LHJMQ lors de la réunion du conseil au mois d'août 2009. Mise en place par les équipes avant le début de la saison 2009/2010. |

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| 2010 | **Programme de respect dans le sport pour les animateurs**<br>Développé par Respect Group Inc. approuvé par le conseil d'administration de la LHJMQ. Adopté par le conseil de la LHJMQ lors de la réunion du conseil au mois d'août 2010. Mis en place par les équipes avant le début de la saison 2010/2011. Présentation de Respect dans le sport ajoutée au programme de conférences ad hoc du Programme d'aide aux joueurs. |
| 2014 | **Code d'éthique**<br>Développé par la directrice des services aux joueurs (Natacha Llorens). Approuvé par le conseil d'administration de la LHJMQ. Adopté par le conseil de la LHJMQ lors de la réunion du conseil au mois d'août 2014. Mis en place par les équipes avant le début de la saison 2014/2015.<br>**Programme SportAide**<br>Développé par SportAide. Approuvé par le conseil d'administration de la LHJMQ. Adopté par le conseil de la LHJMQ lors de la réunion du conseil au mois d'août 2014. Mis en place par les équipes avant le début de la saison 2014/2015.<br>**Parlez aujourd'hui**<br>Développé par l'Association canadienne pour la santé mentale. Approuvé par le conseil d'administration de la LHJMQ. Adopté par le conseil de la LHJMQ lors de la réunion du conseil au mois d'août 2014. Mis en place par les équipes avant le début de la saison 2014/2015. |
| 2015 | **Présentation sur les comportements sexuels à risque**<br>Développés par la directrice des services aux joueurs (Natacha Llorens). Approuvés par le conseil d'administration de la LHJMQ. Adoptés par le conseil d'administration de la LHJMQ dans le cadre du programme de conférences ad hoc du Programme d'aide aux joueurs lors de la réunion du conseil d'administration au mois d'août 2015. Mis en place par les équipes avant le début de la saison 2015/2016. |
| 2016 | **Politique relative aux médias sociaux**<br>Développée par le directeur des communications à cette époque (Photi Sotiropoulos). Approuvée par le conseil d'administration de la LHJMQ. Adoptée par le conseil de la LHJMQ lors de la réunion du conseil au mois d'août 2016. Mise en place par les équipes avant le début de la saison 2016/2017. |
| 2017 | **Guide Famille billetterie**<br>Développé par la directrice des services aux joueurs (Natacha Llorens). Approuvé par le conseil d'administration de la LHJMQ. Adopté par le conseil de la LHJMQ lors de la réunion du conseil au mois d'août 2017. Mise en place par les équipes avant le début de la saison 2017/2018. |

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| 2018 | **Présentation de la Responsabilité légale des joueurs**<br>Développée par la directrice des services aux joueurs (Natacha Llorens) avec l'aide d'un conseiller juridique. Approuvée par le conseil d'administration de la LHJMQ. Adoptée par le conseil d'administration de la LHJMQ dans le cadre du programme de conférences ad hoc du Programme d'aide aux joueurs lors de la réunion du conseil d'administration d'août 2018. Mise en place par les équipes avant le début de la saison 2018/2019. |
| 2021 | **Programme d'aide aux joueurs mis à jour**<br>Développé par la directrice des services aux joueurs (Natacha Llorens). Approuvé par l'Assemblée de la LHJMQ. Adopté par l'Assemblée de la LHJMQ lors de l'assemblée de septembre 2021. Mis en place par les équipes pendant la saison 2021/2022.<br>**Politique de prévention et de traitement du harcèlement et de la violence**<br>Développée par la directrice des services aux joueurs (Natacha Llorens) avec l'aide du comité d'aide aux joueurs. Approuvé par l'Assemblée de la LHJMQ. Adopté par l'Assemblée de la LHJMQ lors de l'assemblée de septembre 2021. Mis en place par les équipes pendant la saison 2021/2022. |

**3. WHL**

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| début des années 1990 | **Politique relative aux commentaires raciaux/désobligeants**<br>Développée par le Bureau de la WHL avec l'aide d'un conseiller juridique. Approuvée par les directeurs généraux et le conseil d'administration de la WHL. Adoptée par le conseil de la WHL dans le cadre des règlements de la WHL. Mise en œuvre par les équipes avant le début de la saison suivante. |
| 1998 | **Politique sur les abus, l'intimidation, le harcèlement et les épreuves**<br>Développée par le Bureau de la WHL avec l'aide d'un conseiller juridique. Approuvée par les directeurs généraux et le conseil d'administration de la WHL. Adoptée par le conseil de la WHL dans le cadre des règlements de la WHL lors de la réunion du conseil de juin 1998. Mise en place par les équipes avant le début de la saison 1998/1999.<br>**Séminaires d'éducation sur le respect**<br>Développée par la Croix-Rouge canadienne avec l'aide du Bureau de la WHL et de Hockey Canada. Approuvée le conseil d'administration de la WHL. Adoptée par le conseil d'administration de la WHL lors de la réunion du conseil d'administration de juin 1998. Mise en place par les équipes avant le début de la saison 1998/1999. |

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| 2011 | **Programme de respect dans le sport pour les animateurs**<br>Développé par Respect Group Inc. Approuvé par les directeurs généraux et le conseil d'administration de la WHL. Adopté par le conseil d'administration de la WHL lors de la réunion du conseil d'administration de juin 2011. Mis en place par les équipes avant le début de la saison 2011/2012. |
| 2012 | **Politique relative aux médias sociaux et aux réseaux**<br>Développée par le Bureau de la WHL. Approuvée par les directeurs généraux et le conseil d'administration de la WHL. Adoptée par le conseil de la WHL dans le cadre des règlements de la WHL lors de la réunion du conseil de juin 2012. Mise en place par les équipes avant le début de la saison 2012/2013. |
| 2013 | **Politique de conduite personnelle**<br>Développée par le Bureau de la WHL avec l'aide d'un conseiller juridique. Approuvée par les directeurs généraux et le conseil d'administration de la WHL. Adoptée par le conseil de la WHL dans le cadre des règlements de la WHL lors de la réunion du conseil de juin 2013. Mise en place par les équipes avant le début de la saison 2013/2014. |
| 2015 | **Programme d'impact sur les joueurs**<br>Développé par le service de police de Calgary et le bureau de la WHL avec l'aide des Flames de Calgary de la LNH. Approuvé par les directeurs généraux et le conseil d'administration de la WHL. Adopté par le conseil d'administration de la WHL dans le cadre du Programme de services d'assistance « Les joueurs d'abord » lors de la réunion du conseil d'administration de juin 2015. Mis en place par les équipes avant le début de la saison 2015/2016.<br>**Programme de plaintes des agents de liaison des réseaux/clubs de sécurité**<br>Développée par le Bureau de la WHL. Approuvé par les directeurs généraux et le conseil d'administration de la WHL. Adopté par le conseil d'administration de la WHL dans le cadre du Programme de services d'assistance « Les joueurs d'abord » lors de la réunion du conseil d'administration de juin 2015. Mis en place par les équipes avant le début de la saison 2015/2016.[1] |
| 2016 | **Programme Parlez aujourd'hui**<br>Développé par l'Association canadienne pour la santé mentale et le Bureau de l'OHL. Approuvé par les directeurs généraux et le conseil d'administration de la WHL. Adopté par le conseil d'administration de la WHL dans le cadre du Programme des services d'assistance « Les joueurs d'abord » lors de la réunion du conseil d'administration de juin 2016. Mise en place par les équipes avant le début de la saison 2016/2017. |

[1] La WHL a établi un réseau de sécurité à l'échelle de la WHL pour surveiller les environs de l'équipe. Le réseau de sécurité se compose d'un officier de liaison du club affecté à chaque équipe de la WHL. L'agent de liaison avec les clubs donne la présentation du Programme d'impact sur les joueurs et sert de mentor aux joueurs de chaque équipe de la WHL.

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| 2019 | **Programme Respect dans le hockey**<br>Développé par la Croix-Rouge canadienne avec l'aide de Respect Group Inc. et du Bureau de la WHL, à la suite du transfert de la gestion des Séminaires d'éducation sur le respect au Bureau de la WHL. Approuvé par les directeurs généraux et le conseil d'administration de la WHL. Adopté par le conseil d'administration de la WHL dans le cadre du Programme des services d'assistance « Les joueurs d'abord » et intégrant le Programme Respect dans le sport pour les animateurs, lors de la réunion du conseil d'administration de juin 2018. |
| 2021 | **Politique de diversité et d'inclusion**<br>Développée par le Bureau de la WHL avec l'aide d'un conseiller juridique et du comité de diversité et d'inclusion de la WHL. Approuvé par les directeurs généraux et le conseil d'administration de la WHL. Adopté par le conseil d'administration de la WHL lors de la réunion du conseil d'administration de septembre 2021. Mis en place par les équipes pendant la saison 2021/2022.<br>**Conseil consultatif des joueurs/mécanisme de plainte indépendant**<br>Développé par le Bureau de la WHL avec l'aide d'un conseiller juridique. Approuvé par les directeurs généraux et le conseil d'administration de la WHL. Adopté par le conseil d'administration de la WHL lors de la réunion du conseil d'administration de septembre 2021. Mis en place par les équipes pendant la saison 2021/2022.<br>**Présentation de la mise à jour du Programme des services d'assistance « Les joueurs d'abord »**<br>Développé par le Bureau de la WHL. Approuvé par les directeurs généraux et le conseil d'administration de la WHL. Adopté par le conseil d'administration de la WHL lors de la réunion du conseil d'administration d'octobre 2021. Mis en place par les équipes pendant la saison 2021/2022. |

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**14 janvier 2022**

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## 1 RÉSUMÉ EXÉCUTIF

En décembre 2021, Rachel Turnpenney (ci-après dénommée « Turnpenney ») de Turnpenney Milne LLP a été retenue par la Ligue canadienne de hockey (ci-après dénommée « LCH ») pour entreprendre un examen des politiques, procédures et programmes actuels de la Ligue de hockey de l'Ontario (ci-après dénommée « LHO »), de la Ligue de hockey junior majeur du Québec (ci-après dénommée « LHJMQ ») et de la Ligue de hockey de l'Ouest (ci-après dénommée « WHL »)[1]. Il a également été demandé à Turnpenney de se prononcer sur la question de savoir si les politiques, procédures et programmes en place contribuent efficacement à la protection des joueurs contre les séances d'initiation, l'intimidation et le harcèlement (y compris le harcèlement sexuel), la violence (y compris la violence et l'agression sexuelle), la discrimination et toutes les formes d'abus (collectivement désignés l'« inconduite »).

Dans ce rapport, Turnpenney s'est prononcée sur la question de savoir si les politiques, procédures et programmes actuels en matière d'inconduite dans les Ligues membres ont abouti à ce qui est désigné dans ce rapport sous le nom de « programmes de bien-être des joueurs » efficaces[2]. En se prononçant sur l'« efficacité » du programme, Turnpenney examine si le programme tient toutes ses promesses (c'est-à-dire garantir le bien-être des joueurs et prévenir toute inconduite).

Après examen des politiques, des procédures et des programmes qui constituent les programmes de bien-être des joueurs existants dans la LHO (13), la LHJMQ (20) et la WHL (10), Turnpenney réalise qu'il existe de nombreux aspects positifs et des mesures déjà prises par chaque Ligue membre. La LHO, la LHJMQ et la WHL ont toutes mis en place des programmes de bien-être des joueurs couvrant des questions telles que l'inconduite et le signalement d'inconduite. De plus, au fil du temps, la LHO, la LHJMQ et la WHL ont ajouté du contenu à leurs programmes respectifs qui couvrent des aspects pertinents ayant un impact sur les joueurs, telles que le soutien au bien-être, la santé mentale, l'éducation sur les questions relatives à la diversité et à l'inclusion, la prévention de la violence sexuelle et le respect dans le sport. D'ailleurs, un certain nombre d'initiatives spécifiques à l'équipe

[1] La Ligue de hockey de l'Ontario, la Ligue de hockey de l'Ouest et la Ligue de hockey junior majeur du Québec sont collectivement désignées dans le présent rapport sous le nom de « Ligues membres ». Bien qu'ils soient conservés par la LCH, les politiques, les procédures et les programmes ne sont pas institués au niveau de la LCH, mais au niveau des Ligues membres, compte tenu de la structure juridique et organisationnelle de chaque Ligue membre. Ce rapport ne prend en compte que le modèle actuel de la LCH et des Ligues membres et non un éventuel modèle futur.

[2] Dans ce rapport, Turnpenney s'est concentrée sur le *bien-être* général des joueurs, notamment l'obligation de les protéger contre tout préjudice physique, moral ou psychologique plutôt que sur le concept plus étroit de la *sécurité* des joueurs (c'est-à-dire les commotions cérébrales, les blessures physiques, le dopage, les abus, etc.)

ont été entreprises au fil des ans, mais Turnpenney n'a ni examiné ni commenté ces initiatives, car cela ne relevait pas de son mandat.

Au fil des ans, à mesure que ces questions sont devenues préoccupantes, les Ligues membres ont consacré beaucoup d'efforts et de ressources au développement de leurs programmes de bien-être des joueurs afin d'aborder ces questions pour les joueurs. À cet effet, les Ligues membres ont consulté et collaboré avec :

**LHO**

- Respect Group Inc. depuis 2012
- Association canadienne pour la santé mentale, depuis 2014
- Coalition ontarienne des centres d'aide aux victimes de viol, depuis 2016

**LHJMQ**

- Gendarmerie royale du Canada, depuis 2003
- Sûreté du Québec, depuis 2009
- Service de police de la ville de Montréal, depuis 2009
- Respect Group Inc. depuis 2010
- Université Laval, Université du Québec à Trois-Rivières, et Université Concordia, depuis 2012
- SportAide, depuis 2014
- Institut national du sport du Québec, depuis 2014
- Service de la police de Québec, depuis 2015
- Association canadienne pour la santé mentale, depuis 2014

**WHL**

- Croix-Rouge canadienne, depuis 1998[3]
- Respect Group Inc. depuis 2011
- Service de police de Calgary, depuis 2015

[3] Il convient de souligner que, nous comprenons pourquoi la WHL a reçu un prix de citation national pour avoir créé un environnement sûr et respectueux pour ses participants en 2013.

- Association canadienne pour la santé mentale, depuis 2016

Cela étant, et en dépit des efforts déployés, les Ligues membres devraient réexaminer les mesures actuellement en place afin de créer des programmes de bien-être des joueurs plus efficaces. Lorsque les politiques, procédures et programmes existants ne sont pas correctement organisés lors de l'ajout de contenus supplémentaires à un programme, cela peut créer un chevauchement de contenu, ce qui rend le programme moins efficace. Au-delà des questions de culture, notamment l'encouragement au signalement des plaintes et la prise en compte des préoccupations relatives aux représailles (présentées ci-dessous), ce manque de cohérence et de clarté dans chaque programme de bien-être des joueurs constitue la principale préoccupation concernant les mesures déployées par la LHO, la LHJMQ et la WHL. Il existe un éventail de politiques, de procédures et de programmes qui nécessitent trop de recherches, d'analyses et de comparaisons pour comprendre correctement (et encore moins facilement) les mesures mises en œuvre, et ce, même au sein de chaque Ligue membre. Pour remédier à cette situation, Turnpenney a recommandé que la LCH et les Ligues membres s'engagent dans un processus en trois étapes pour créer un programme de bien-être des joueurs plus solide et plus efficace. Les Ligues membres doivent :

- **REPENSER**
- **RÉÉVALUER**
- **RÉORGANISER ET RÉAFFIRMER**

**Première étape** : il est question pour la LCH et les Ligues membres de se concentrer sur le maintien d'une culture saine et positive. Ils doivent **REPENSER** leur culture et les opinions au sujet de la LCH et des Ligues membres; que ces opinions soient fondées soient vraies ou non.

Turnpenney a recommandé que la LCH et les Ligues membres abordent les programmes de bien-être des joueurs en partant du principe selon lequel toute perception d'une culture malsaine ou préjudiciable doit être traitée comme une question à aborder immédiatement. Notre avis donné sur la question ne tient pas lieu de conclusion selon laquelle la LCH, les Ligues membres ou leurs équipes pratiquent une culture nuisible/non sécuritaire ou positive/saine, car notre examen ne découle pas d'une enquête ou d'un audit et aucune conclusion juridique n'a été formulée. Cela dit, quelles que soient les modifications apportées aux politiques/procédures écrites, si une

organisation sportive est perçue comme pratiquant la culture de la « victoire à tout prix[4] », permettant ainsi de dédramatiser ou de tolérer l'inconduite, elle ne pourra jamais être efficace dans la prévention ou la lutte contre l'inconduite réelle ou apparente. La raison en est qu'une telle culture renforce l'idée selon laquelle la compétence prime sur la responsabilité sociale et le bien-être.

Ainsi, le principal objectif des Ligues membres devrait être de s'assurer qu'elles pratiquent une culture saine permettant aux programmes de bien-être des joueurs de se développer et d'être efficaces tant **du point de vue de l'image qu'ils renvoient que dans la pratique**.

Il est essentiel d'aborder la question relative à perception de la santé d'une organisation, en s'appuyant sur des politiques, des procédures et des programmes appropriés, et sur des mesures, afin de changer les opinions et, à terme, préserver la santé et le bien-être des joueurs.

**Deuxième étape** : il s'agit pour la LCH et les Ligues membres de **RÉÉVALUER** les contenus actuels de chacun des programmes de bien-être des joueurs et les contenus devant faire l'objet d'une reformulation ou révision afin de créer des programmes de bien-être des joueurs plus efficaces. Sur la base des prévisions faites, cette opération ne devrait pas être de grande envergure ou excessivement coûteuse. L'essentiel des mesures présentées dans ce rapport implique de prendre les contenus actuels et de les mettre à jour afin qu'ils reflèter les changements qui s'opèrent dans le monde du sport et dans la société.

**Troisième étape** : il s'agit pour la LCH et les Ligues membres de **RÉORGANISER** et de reformater le contenu existant pour le rendre plus accessible et plus convivial. Cette étape n'exige pas que les trois Ligues membres disposent d'un programme uniforme de bien-être des joueurs de la LCH. Chacune des Ligues membres devra plutôt renouveler son engagement ou s'engager à :

- Réitérer continuellement dans les programmes de bien-être des joueurs, à la fois par écrit et à l'oral, que le « succès » ou la « victoire » exige des joueurs qu'ils soient conscients de la conviction et des opinions individuelles et au niveau de l'équipe.
- Enseigner aux joueurs et aux parties prenantes que ceux qui agissent avec intégrité en tant que modèles, qui font preuve d'un esprit sportif et respectent les normes en matière de conduite attendues (sur glace ou hors glace) seront considérés comme de meilleurs sportifs au détriment de

[4] Se reporter à la page 12 du rapport du CEI (établi et présenté ci-dessous).

ceux qui possèdent des aptitudes athlétiques, mais n'ont pas la capacité de gérer les pressions ou les difficultés qui découlent du fait d'être sous les projecteurs ou d'exceller lors des compétitions.

- Prendre conseil auprès des pairs, collaborer avec ces derniers et utiliser des définitions, des concepts et des procédures similaires et cohérents dans leurs politiques en matière d'inconduite et les reconnaissances des joueurs (y compris sur les questions d'inconduite hors glace, les mesures correctives/sanctions).
- Chercher à comprendre la sous-déclaration subsiste au sein des Ligues membres (il s'agit d'examiner les complexités liées aux sports d'équipe et aux séances d'initiation/intimidation lorsqu'il s'agit de mineurs, les particularités liées à la présence de mineurs dans les équipes et l'influence de la dynamique de l'équipe sur le signalement d'inconduite).
- Créer un environnement sûr pour le signalement de l'inconduite, dans lequel les problèmes liés aux représailles seront traités au plus vite et avec rigueur.
- Réorganiser les sites Web de la LHO, de la LHJMQ et de la WHL pour s'assurer que les programmes de bien-être des joueurs sont facilement accessibles aux joueurs et aux parties intéressées. À titre d'exemple, chaque Ligue membre dispose actuellement de mécanismes de signalement anonyme et confidentiel; malheureusement, ils ne sont pas disponibles sur les sites Web des ligues. Ce manquement doit être corrigé immédiatement.
- Mettre en place un système de suivi anonyme des données et des indicateurs relatifs aux programmes de bien-être des joueurs sur des questions telles que les plaintes, les procédures d'enquêtes (ou de résolution des conflits) en cours, les résultats obtenus et les réponses/sanctions disciplinaires appliquées. Être prêt à partager ces résultats avec la LCH, les Ligues membres et le public (le cas échéant, en fonction des considérations légales et de confidentialité).
- Être capable d'expliquer dans quelle mesure les sanctions appliquées sont raisonnables ou proportionnées à la situation et non une preuve d'indulgence.
- Analyser les paramètres recueillis sur une base semestrielle et annuelle et faire des sondages ou utiliser des enquêtes ou des audits environnementaux pour recueillir des données supplémentaires afin de permettre la compréhension de la situation actuelle (par exemple, ne pas émettre d'hypothèses sur la santé d'une Ligue membre, poser les questions et agir rapidement en conséquence ).
- Continuer à offrir des programmes d'éducation et de leadership qui assurent le développement holistique des joueurs ( y compris la surveillance permanente de la santé mentale, le comportement sur les médias sociaux, la prévention des violences sexuelles, la prévention des discriminations

fondées sur la race, l'orientation, l'identité et l'expression de l'identité sexuelle entre autres, et une formation plus complète sur la diversité et l'inclusion).

- Mettre en place un programme de présaison révisé et consensuel, afin de s'assurer que les joueurs arrivent dans la Ligue membre avec une bonne compréhension des attentes en matière de conduite.
- Communiquer clairement avec les joueurs sur les conséquences auxquelles ils feront face en cas d'inconduite. Ces mesures doivent être prises dès la présaison et tout au long de la saison, en combinant la révision de la reconnaissance des joueurs aux politiques et à la formation.

Leur adoption permettra de **RÉAFFIRMER** l'engagement de la LCH et des Ligues membres en faveur d'une culture saine capable de contribuer à un programme de bien-être des joueurs efficace.

**REMARQUES SUR LE RAPPORT DU CEI**

En 2020, la LCH a nommé un comité d'examen indépendant (ci-après dénommé « CEI ») chargé d'examiner les politiques, procédures et programmes d'éducation actuels des Ligues membres de la LCH sur les questions de séances d'initiation, d'abus, de harcèlement et d'intimidation. La LCH a également demandé au CEI d'examiner l'allégation selon laquelle les joueurs seraient gênés de signaler les cas d'inconduite hors glace. Le CEI a rédigé un rapport daté du 31 octobre 2020 (ci-après dénommé « Rapport du CEI »), présentant 13 « conclusions » et 13 recommandations relatives aux Ligues membres.

La portée du mandat de représentation en justice de Mme Turnpenney était différente de celle du rapport du CEI, dans la mesure où elle n'a pas interrogé de joueurs (actuels ou anciens). De ce fait, ce rapport est rédigé sur la base des politiques, procédures et programmes écrits et des informations fournies par les Ligues membres sur le programme actuel de bien-être des joueurs. Il a été demandé à Mme Turnpenney de faire un commentaire sur les 13 recommandations formulées dans le rapport du CEI et d'émettre une opinion sur le bien-fondé et la nécessité de leur prise en compte dans l'élaboration d'un programme de bien-être des joueurs efficace.

En résumé, l'une des principales conclusions du rapport du CEI est que les Ligues membres ou leurs équipes ont un système ou une « culture de comportements ancrés », dans lequel les cas d'inconduite hors glace sont perpétués, tolérés ou gérés de manière inappropriée[5]. Notre avis donné sur la question ne tient pas lieu de conclusion selon laquelle la LCH, les Ligues membres ou leurs équipes pratiquent une culture nuisible/non

[5] Voir la section 6 du Rapport du CEI.

sécuritaire ou positive/saine, étant donné que notre examen ne découle pas d'une enquête ou d'un audit et aucune conclusion juridique n'a été établie.

On ignore si les conclusions du Rapport du CEI doivent être basées sur les faits, ou basées sur la norme civile de la prépondérance des probabilités, ou simplement basées sur une perception des informations anecdotiques obtenues dans le cadre de leur processus de révision[6]. Cela dit, dans ce rapport, cette distinction ne devrait pas avoir d'importance. Bien que la LCH et ses Ligues membres puissent s'opposer au manque de considération dont fait preuve le Rapport du CEI vis-à-vis de leur structure juridique et organisationnelle actuelle, à la base probante des conclusions et au recoupement et à la répétition de certaines des recommandations, une approche plus prudente consiste à chercher à comprendre pourquoi la LCH et des Ligues membres sont perçues de la sorte. Régler cette question de la perception permettra certainement l'élaboration de programmes de bien-être des joueurs plus solides et plus efficaces, et sera bénéfique pour tous les joueurs et toutes les parties prenantes.

[6] Les détails relatifs à la méthodologie utilisée par le CEI et aux sources d'information sur lesquelles il s'est appuyé se trouvent à la page 11 du rapport du CEI.

## 2 RAPPORT DE TURNPENNEY

### CONDITIONS D'ENGAGEMENT

Comme mentionné ci-dessus, en décembre 2021, Turnpenney a été retenue par la LCH pour entreprendre un examen des politiques, procédures et programmes actuels des Ligues membres et pour fournir un rapport présentant son avis sur le fait que les politiques et les procédures en place contribuent efficacement à la protection des joueurs contre l'inconduite (tel que défini ci-dessus). Il a également été demandé à Turnpenney d'examiner et de proposer des recommandations et d'autres amendements suggérés aux politiques et aux procédures afin d'améliorer le mécanisme actuellement en place et de satisfaire aux 13 recommandations du CEI présentées [7] dans le Rapport du CEI. [8]

### PREMIÈRES OBSERVATIONS SUR LE RAPPORT DU CEI

Le Rapport du CEI a présenté 13 « conclusions » et 13 recommandations concernant les Ligues membres. Certaines recommandations ont tendance à se recouper et à se répéter et ne semblent pas prendre en compte de manière adéquate la structure juridique de la LCH et des Ligues membres et du mécanisme actuellement en place en termes de politiques, de procédures et de programmes sur l'inconduite (tel que défini ci-dessous).

Comme indiqué ci-dessus, l'une des principales préoccupations identifiées dans les conclusions du Rapport du CEI est la suivante : le CEI « a constaté que l'inconduite hors glace existe bel et bien au sein de la LCH et que la culture systémique de la Ligue a érigé ce comportement en une norme culturelle. »[9] Le Rapport fait également plusieurs références à des types de comportements systémiques ou ancrés.

On ignore si les conclusions du Rapport du CEI doivent être basées sur les faits, ou basées sur la norme civile de la prépondérance des probabilités, ou simplement basées sur une perception des informations anecdotiques obtenues dans le cadre de leur processus de révision. Cela dit, dans ce rapport, cette distinction ne devrait pas

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[7] La LCH a mandaté le CEI pour examiner les « politiques, procédures et programmes d'éducation actuels dans les Ligues membres de la LCH en ce qui concerne les séances d'initiation, l'abus, le harcèlement et l'intimidation, ainsi que l'allégation selon laquelle les joueurs sont réticents à l'idée de signaler des actes d'inconduites hors glace ». (voir section 1, page 3 du Rapport du CEI).

[8] Turnpenney possède une expertise en matière d'enquêtes sur le harcèlement et les questions y afférentes. Elle est avocate spécialisée en droit du travail et membre du Barreau de l'Ontario (2003) et du Barreau de la Colombie-Britannique (2018). Me Turnpenney jouit également d'une expérience en matière d'enquêtes en milieu de travail. Elle est titulaire d'un certificat délivré par l'Association of Workplace Investigators et elle est inscrite sur la liste d'enquêteurs agréés en prévention du harcèlement et de la violence comme établi par le Centre canadien d'hygiène au travail.

[9] Voir page 3 du Rapport du CEI.

avoir d'importance. Bien que la LCH et ses Ligues membres puissent s'opposer au manque de considération dont fait preuve le Rapport du CEI vis-à-vis de leur structure juridique et organisationnelle actuelle, à la base probante des conclusions et au recoupement et à la répétition de certaines des recommandations, une approche plus prudente consiste à chercher à comprendre pourquoi la LCH et ses Ligues membres sont perçues de la sorte et d'y remédier, étant donné qu'une telle approche mènera naturellement à la mise en place des programmes de bien-être des joueurs plus fiables et tous les joueurs et les parties prenantes en bénéficieront.

Nous comprenons que la LCH et les Ligues membres sont réceptives aux remarques et aux recommandations qui favoriseraient la mise en place de programmes de bien-être des joueurs plus efficaces. Dans cette perspective, soucieux d'agir avec pragmatisme, nous avons élaboré une méthodologie et des recommandations permettant de répondre aux préoccupations ou aux omissions qui existent actuellement dans les programmes de bien-être des joueurs.

**OPINION PRÉLIMINAIRE SUR LES PROGRAMMES DE BIEN-ÊTRE DES JOUEURS**

Turnpenney reconnaît que les Ligues membres disposent de nombreuses politiques, procédures et programmes positifs qui se rapportent au bien-être des joueurs et qui visent à traiter les cas d'inconduite[10]. Cela dit, comme la plupart des organisations, ces programmes se sont développés au fil du temps ou en réponse à l'acquisition de meilleures connaissances ou à des attitudes et à des attentes différentes dans le monde du hockey, du sport en général et des changements et pressions sociétaux.

Dans les Ligues membres, les programmes de bien-être des joueurs n'ont pas été mis en œuvre de manière uniforme et plusieurs points ont été modifiés. Cette approche a entraîné des incohérences et des omissions. Pour parvenir à cette conclusion, nous avons passé en revue les 43 politiques, procédures et programmes des ligues membres. Nous avons également acquis une bonne compréhension de la manière dont les procédures, les programmes et les pratiques actuellement en place dans chaque Ligue membre fonctionnent concrètement.

Nous recommandons que des mesures immédiates soient prises par la LCH et les Ligues membres, comme indiqué ci-dessous. Notre avis donné sur la question ne tient pas lieu de conclusion selon laquelle la LCH, les Ligues membres ou leurs équipes pratiquent une culture nuisible/non sécuritaire ou positive/saine, car notre examen ne découle pas d'une enquête ou d'un audit et aucune conclusion juridique n'a été formulée. En d'autres

[10] Nous avons passé en revue 43 politiques, procédures et programmes en préparant ce rapport, dont 13 appartenant à la LHO, 20 à la LHJMQ et 10 à la WHL.

termes, les Ligues membres, leurs équipes, ou les deux ont du pain sur la planche. Cela dit, l'effort requis ne doit pas être considéré comme insurmontable en termes de volume de travail ou de coût total. Les mesures recommandées consistent plutôt à concevoir un plan pragmatique qui sera mis en œuvre dans de brefs délais (c.-à-d. avant la prochaine saison de hockey). Ce plan portera sur les éléments requis pour des programmes efficaces de bien-être des joueurs et se concentrera sur la l'élaboration et l'adoption de meilleures pratiques relatives à la prévention de l'inconduite[11]. Une telle action profitera aux joueurs et à toutes les parties prenantes (comme défini ci-dessous) et consolidera la LCH en tant que première ligue de développement de hockey. De plus, si la LCH, les Ligues membres et leurs équipes s'engagent à améliorer leur culture (même s'il n'existe pas de consensus sur l'existence de problèmes systémiques), à examiner les perceptions relatives aux comportements ancrés décrits par le CEI et à apporter des modifications aux programmes de bien-être des joueurs existants, ils pourront alors résoudre les problèmes actuels, éventuels ou futurs[12].

**QUESTIONS À EXAMINER DANS LE RAPPORT DE TURNPENNEY**

Les questions spécifiques abordées dans ce rapport sont les suivantes :

1. Les politiques, procédures et programmes actuellement en place dans la LHO, la LHJMQ et la WHL contribuent-ils à la protection des joueurs contre l'« inconduite », sur glace et hors glace? Dans ce rapport, l'inconduite comprend[13] :
    i. les séances d'initiation
    ii. l'intimidation et le harcèlement
    iii. le harcèlement sexuel

[11] Il convient de noter qu'un certain nombre de recherches liées au milieu de travail se concentrent sur les raisons pour lesquelles les politiques ou les programmes ne sont pas efficaces plutôt que de mettre en avant les politiques et les programmes qui le sont. Ainsi, en utilisant le mot « efficace », nous cherchons à savoir si le programme atteint ses objectifs (c.-à-d. garantir le bien-être des joueurs et prévenir l'inconduite) et comment cette efficacité est mesurée (c.-à-d. les mesures et les points de données qui supposent qu'il y a eu sous-déclaration, mais qui révèlent des tendances positives d'année en année, comme point de départ).

[12] Notons également qu'étant donné que l'essentiel de ce rapport a été élaboré à partir d'un examen des politiques, procédures et programmes existants, il ne doit pas être considéré comme une liste complète des éléments requis pour mettre en place des programmes de bien-être des joueurs efficaces. Des mesures supplémentaires doivent être prises, telles que la réalisation d'audits au sein des organisations pour déterminer et identifier les préoccupations/problèmes des parties prenantes (à partir de 2021). Ce rapport a donc pour objectif de fournir un point de départ qui devrait contribuer à faire évoluer la perception et les problèmes identifiés dans le rapport du CEI. C'est dans ce sens qu'il faut lire ce rapport.

[13] Dans ce rapport, Turnpenney s'est concentrée sur le *bien-être* général des joueurs, notamment l'obligation de les protéger contre tout préjudice physique, moral ou psychologique plutôt que sur le concept plus étroit de la *sécurité* des joueurs (c'est-à-dire les commotions cérébrales, les blessures physiques, le dopage, les abus, etc.) Turnpenney s'est prononcée sur la question de savoir si les politiques, procédures et programmes actuels en matière d'inconduite dans les Ligues membres ont abouti à ce qui est désigné dans ce rapport sous le nom de « programmes de bien-être des joueurs » efficaces.

iv. la violence et la violence sexuelle (y compris l'agression et l'agression sexuelle)
v. la discrimination
vi. l'abus physique ou sexuel

2. Quelles sont les recommandations nécessaires pour mettre en place des programmes de bien-être des joueurs efficaces au sein de la LHO, de la LHJMQ et de la WHL?

3. Sur la base des informations fournies à Turnpenney[14], les 13 recommandations présentées dans le rapport du CEI sont-elles nécessaires ou raisonnables pour mettre en place des programmes de bien-être des joueurs efficaces?

**MÉTHODOLOGIE PROPOSÉE PAR LA LCH ET LES LIGUES MEMBRES**

- **La première mesure à prendre par la LCH et les Ligues membres consiste à REPENSER (« PREMIÈRE PARTIE : REPENSER ») :**
  - quels types d'organisations de développement sont les Ligues membres? Cette mesure implique un examen et un recadrage de l'objectif et de la culture de la LHO, de la LHJMQ et de la WHL;
  - si les programmes actuels de bien-être des joueurs ont été efficaces par le passé dans la prévention et la résolution des cas d'inconduite et le fondement de cette opinion; et
  - au-delà des politiques et procédures actuelles, les éléments requis pour mettre sur pied un programme de bien-être des joueurs plus efficace au sein des Ligues membres. De manière concrète, cela signifie qu'il faut sérieusement examiner si les Ligues membres doivent continuer à maintenir des politiques, procédures et programmes distincts qui forment tout ou une partie de leur propre programme de bien-être des joueurs ou s'il est temps d'envisager une approche plus cohérente dans toutes les Ligues membres.

- **La deuxième mesure à prendre par la LCH et les ligues membres consiste à RÉÉVALUER (« DEUXIÈME PARTIE : RÉÉVALUER ») :**
  - ce qui fait actuellement partie des programmes de bien-être des joueurs de la LHO, de la LHJMQ et de la WHL; et
  - ce qui doit être examiné et reformulé ou modifié dans les politiques, procédures et programmes existants en fonction des omissions soulignées dans ce rapport, afin de créer des programmes de bien-être des joueurs plus efficaces.

- **La troisième mesure à prendre par la LCH et les ligues membres consiste à RÉORGANISER et à RÉAFFIRMER (« TROISIÈME PARTIE : RÉORGANISER** ET RÉAFFIRMER ») :
  - en considérant ce qui existe actuellement ou pourrait exister après les révisions requises et en fournissant à la LCH et aux ligues membres des stratégies pratiques, faciles à mettre en œuvre et à suivre, qui garantissent que les soutiens fournis aux Ligues membres permettront

[14] Turnpenney a reçu les politiques, procédures et programmes mis à jour (tous en décembre 2021) de la LCH et des Ligues membres. Les Ligues membres lui ont également fourni des informations supplémentaires sur les pratiques de chaque ligue (le cas échéant).

d'atteindre l'objectif visé : la mise en place de trois programmes de bien-être des joueurs efficaces;
- o en s'assurant que les mesures à suivre selon un calendrier établi sont décrites et respectées de sorte que le programme de bien-être des joueurs reste efficace sur le long terme; et
- o en examinant les conclusions et les recommandations présentées dans le Rapport du CEI (qui sont analysées dans la troisième partie) et en déterminant si elles sont nécessaires pour créer des programmes de bien-être des joueurs efficaces.

## A. PREMIÈRE PARTIE : REPENSER

### LCH

La LCH se veut la plus importante ligue de développement de hockey au monde. Elle comprend trois Ligues membres distinctes : la LHO, la LHJMQ et la WHL. Les Ligues membres comptent 52 équipes canadiennes et huit équipes américaines.

### RELATION ENTRE LA LCH ET LES LIGUES MEMBRES

Pour comprendre les éléments en termes de politiques, de procédures et de pratiques qui constituent les programmes de bien-être des joueurs des ligues membres et pourquoi ils existent dans leur forme actuelle, il est nécessaire de faire une description de la structure de la LCH.

La LCH fonctionne comme une association faîtière pour les Ligues membres et ses responsabilités ont trait aux opérations commerciales, y compris l'entente de partenariats de diffusion, les services de diffusion en continu, les ventes et les services de commandite, les finances, le marketing, les relations avec les médias, les communications et les relations avec les tiers, comme celles avec Hockey Canada, la Ligue nationale de hockey (« LNH ») et USA Hockey.

Les programmes de bien-être des joueurs ne sont pas instaurés par la LCH. En effet, il convient de noter que par le passé, chaque Ligue membre a mis en œuvre ses propres politiques, procédures et programmes, de sorte que trois programmes de bien-être des joueurs distincts sont actuellement abordés dans ce rapport. La principale raison étant l'autonomie de longue date des Ligues membres qui permet à chacune d'entre elles de déterminer des priorités spécifiques et de tenir compte des différences (par exemple, la LHO et la WHL ont des équipes aux États-Unis et la LHJMQ est composée uniquement d'équipes canadiennes avec de nombreux joueurs francophones). En outre, la constitution de la LCH limite son pouvoir d'exercer certains contrôles sur les Ligues membres. Par conséquent, la LCH n'a jamais exercé d'autorité ni de contrôle sur les programmes de bien-être des joueurs des Ligues membres et n'a jamais imposé un programme uniforme à l'échelle de la LCH. Cette

indépendance des Ligues membres leur a permis de développer et de communiquer leurs propres programmes de bien-être des joueurs aux joueurs et au personnel au niveau de l'équipe.

Ce rapport évalue le contenu actuel des programmes de bien-être des joueurs des Ligues membres et se concentre sur ce qui peut être accompli par chaque Ligue membre à court terme sans procéder à une refonte majeure de la structure organisationnelle existante. En conséquence, il faut mettre en place des programmes de bien-être des joueurs plus efficaces (c.-à-d. pour la LHO, la WHL et la LHJMQ) plutôt qu'un seul (c.-à-d. pour une LCH nouvellement et légalement habilitée à exercer une surveillance totale sur les Ligues membres, ce qui, comme il a été noté, n'existe pas). Il s'agit d'une importante distinction à retenir lors de la lecture du rapport du CEI, car ce comité ne semble pas tenir compte de la situation actuelle, y compris des réalités juridiques et constitutionnelles/de gouvernance de la LCH et des Ligues membres.

**IMPORTANCE DE LA CULTURE**

L'objectif principal, à ce stade, devrait être pour les Ligues membres et leurs équipes de s'assurer qu'elles possèdent une culture saine permettant aux programmes de bien-être des joueurs de se développer et d'être efficaces tant du point de vue de l'image qu'ils renvoient que dans la pratique. Sur la base de notre expérience et de notre expertise considérables en matière d'enquêtes sur le harcèlement et de gestion des problèmes d'inconduite, nous avons constaté qu'une organisation peut disposer de l'ensemble le plus complet et le mieux conçu de politiques en matière d'inconduite, mais elle est toujours considérée comme malsaine ou nuisible si la « structure » (ou le soutien) entourant le programme est faible. L'accent mis sur une culture positive et le renforcement des structures existantes dans les Ligues membres doivent être considérés comme primordiaux et doivent constituer la toile de fond de ce rapport. La perception d'une culture organisationnelle saine, soutenue par des politiques, des procédures, des programmes et des mesures appropriés, est essentielle pour changer l'image que l'organisation renvoie, et à terme, la santé d'une organisation.

Si, comme l'indique le Rapport du CEI, les Ligues membres ou leurs équipes semblent posséder une culture de « la victoire à tout prix[15] », elles ne pourront jamais lutter efficacement contre les inconduites réelles ou perçues, car leur culture renforce le sentiment selon lequel la compétence l'emporte sur la responsabilité sociale et le bien-être. Ainsi, avant de prendre des mesures et au-delà des modifications qui devraient être apportées aux politiques, aux procédures et aux programmes des Ligues membres, il est impératif que la LCH, les Ligues

[15] Voir par exemple la page 12 du Rapport du CEI.

membres et leurs équipes se concentrent sur leur propre culture (et la perception de celle-ci) à tous les niveaux, même si elles contestent les conclusions du Rapport du CEI[16].

En ce qui concerne la perception initiale, la LCH et les Ligues membres se présentent comme une organisation majoritairement blanche et masculine qui manque de diversité en ce qui concerne les groupes en quête d'équité au niveau des Ligues membres et au niveau de la direction de chaque entité. D'un point de vue optique, la composition de l'organisation peut représenter un défi lorsqu'on cherche à aborder les questions culturelles ou à mettre en œuvre un changement significatif et inclusif. À cela s'ajoute la perception (fondée ou non) selon laquelle le développement d'un athlète professionnel exige le plus haut niveau de comportement compétitif, accordant la primauté aux compétences et aux capacités sur les autres attributs. On peut soutenir que ces impressions et perceptions renforcent l'idée selon laquelle les questions d'esprit sportif, d'inclusion et d'intégrité sont secondaires par rapport à la victoire. À travers cette optique, il est facile de comprendre pourquoi des problèmes de culture systémique ou intégrée peuvent exister au sein d'une ligue de développement de hockey et pourquoi des cas d'inconduite pourraient survenir, ou être cachés, minimisés ou tolérés, tout cela dans le but de faire progresser le joueur (et par conséquent l'équipe, l'entraîneur, le propriétaire et ainsi de suite).

Le développement d'une culture saine nécessite un engagement explicite et affiché à partir du sommet (c'est-à-dire avec le président de la LCH et les commissaires des Ligues membres) jusqu'à la LHO, la LHJMQ et la WHL. Tout comportement tendant à minimiser, à ignorer, à tolérer ou à normaliser une inconduite doit être immédiatement corrigé et des mesures allant dans ce sens doivent être prises de façon proportionnelle et raisonnable. L'atteinte, puis la préservation d'une culture saine qui ne fait aucune place à l'inconduite devraient être le principal objectif de la LCH et des Ligues membres.

## PARTIES PRENANTES ET OBJECTIFS DE LA LCH ET DES LIGUES MEMBRES

### IDENTIFICATION DES PARTIES PRENANTES

Avant de discuter des programmes de bien-être des joueurs existants, il est judicieux de connaître l'identité des parties intéressées ou des parties prenantes de la LCH et des Ligues membres. Il est nécessaire de déterminer à

[16] Une fois de plus, notez que nous n'avons effectué aucune constatation concernant la culture de la LCH ou des Ligues membres dans ce rapport.

qui les politiques, les procédures et les programmes doivent s'appliquer pour savoir s'ils atteignent les objectifs ou pas et si oui, dans quelle mesure.

**Principales parties prenantes au sein de la LCH et de chaque Ligue membre :**

- Commissaires
- Personnel des opérations de la Ligue membre
- Gouverneurs
- Propriétaires d'équipe
- Personnel des opérations de l'équipe (présidents, directeurs généraux, personnel d'entraînement, personnel médical, recruteurs, personnel de soutien, officiels sur et hors glace)
- Entraîneurs
- Joueurs
- Membres de famille du joueur
- Famille de pension du joueur
- Membres du public, bénévoles et parties intéressées (chauffeurs de bus, personnel de la piste, de la patinoire ou des installations, spectateurs/clients, connaissances ou « amis » des médias sociaux, communauté et relations, les médias, Hockey Canada, la LNH, USA Hockey).

Dans le présent rapport, la liste ci-dessus est désignée collectivement, les « parties prenantes ».

**RÔLE ET OBJECTIF DE LA LCH ET DES LIGUES MEMBRES**

L'hypothèse de départ formulée dans le présent rapport est que chaque partie prenante joue un rôle unique et important dans le développement d'un joueur. Étant donné que la LCH se veut la plus grande ligue de développement de hockey au monde, elle devrait avoir un énoncé ferme en ce qui concerne la signification du développement des joueurs pour la LCH, les Ligues membres et ses parties prenantes.

Par exemple :

a) La LCH et les Ligues membres sont-elles responsables tant sur le plan physique que mental, du développement des joueurs de hockey uniquement en tant qu'athlètes de compétition dans l'espoir qu'ils joueront chez les professionnels? **OU**
b) L'objectif de la LCH est-il de favoriser le développement complet du joueur, décrit dans ce rapport comme un athlète capable physiquement, mentalement et socialement d'atteindre un statut professionnel/élevé en tenant compte les nuances et les complexités du monde d'aujourd'hui?

Si la réponse à la question (a) est non et que la réponse à la question (b) est oui, alors les Ligues membres doivent s'engager dans une approche polyvalente et se concentrer sur le bien-être holistique du joueur, ce qui inclut le fait d'être un athlète de haut niveau tout en n'étant coupable d'aucune inconduite (« Développement holistique du joueur »). La LCH et les Ligues membres doivent s'engager clairement et publiquement dans le développement holistique des joueurs afin de créer des programmes de bien-être des joueurs efficaces. En faire moins renforcerait la perception d'une culture intégrée ou systémique telle que décrite dans le Rapport du CEI.

## B. DEUXIÈME PARTIE : RÉÉVALUER

### PROGRAMME ACTUEL DE BIEN-ÊTRE DES JOUEURS DANS CHAQUE LIGUE MEMBRE[17]

La LHO, la LHJMQ et la WHL ont déjà pris des mesures positives pour créer et mettre en œuvre plusieurs politiques, procédures et programmes qui traitent des séances d'initiation, de la santé mentale et du bien-être des joueurs en général. Les Ligues membres ont consacré beaucoup d'efforts et de ressources à l'élaboration de ces politiques, procédures et programmes au bénéfice des joueurs. Nous avons examiné le contenu de chaque programme de bien-être des joueurs ci-dessous.

**La LHO**

Les politiques, les procédures et les programmes qui constituent le programme de bien-être des joueurs actuel de la LHO sont détaillés ci-dessous.

En ce qui concerne la question de l'inconduite, la LHO dispose de politiques et procédures fondées sur la conduite suivante :

- Le document *Politiques et procédures de la santé et du bien-être* (« *Politiques de la santé et du bien-être* ») contient des dispositions relatives à l'inconduite, la diversité, la pornographie, la conduite attendue dans un autobus d'équipe, au respect des installations, à l'hébergement, aux activités

[17] Lors de la rédaction de ce rapport, nous avons envisagé des ressources supplémentaires, car nous comprenons que, même si la LCH et les Ligues membres ne font pas partie de Hockey Canada, il existe un partenariat entre Hockey Canada et la LCH. Nous comprenons également que Hockey Canada dispose d'un Code de conduite universel pour le hockey (www.hockeycanada.ca/en-ca/corporate/about/code-of-conduct) qui contient des dispositions rigoureuses relatives aux inconduites hors glace, aux enquêtes et aux sanctions. Sport Canada publie le *Code de conduite universel pour prévenir et contrer la maltraitance dans le sport* (« CCUMS ») qui contient également des directives et des définitions qui pourraient être prises en considération, modifiées le cas échéant et ensuite utilisées au sein de la LCH et des Ligues membres.

structurées par l'équipe, au développement des performances, à l'alcool et au rôle des agents de liaison des joueurs.

- Le document *Politique sur les médias et les réseaux sociaux* (2010) (également repris dans le document Politique de la santé et du bien-être) fournit des exemples de comportements sur les réseaux sociaux qui peuvent entraîner des mesures disciplinaires de la part de la LHO, à la discrétion du commissaire.
- Le document intitulé *Hazing Policy (Politique relative aux séances d'initiation)* (2006) (qui reprend en grande partie le contenu sur les séances d'initiation qu'on trouve dans le document *Politique de la santé et du bien-être*) et un formulaire d'acceptation de la politique relative aux séances d'initiation du joueur.

La LHO propose également plusieurs programmes pour les joueurs et les entraîneurs, notamment :

- Le *Programme Talk Today* (2014), élaboré par l'Association canadienne pour la santé mentale qui « offre aux participants des ateliers normalisés, certifiés et fondés sur des preuves sur la santé mentale et sur la sensibilisation au suicide, dénommés safeTALK and ASSIST ».
- Le Programme *Players First* (2015) qui est un programme holistique de soutien aux joueurs offrant un soutien professionnel tel que des thérapeutes et des entraîneurs sportifs ainsi qu'un soutien en matière de santé et bien-être et de vie et leadership.
- Un *Cours sur l'expression de genre/des Conversations sur la diversité* (2019) qui se concentre sur la prévention de la discrimination fondée sur le sexe, l'orientation sexuelle, l'identité et l'expression de genre.
- Depuis 2016, la LHO s'est associée à l'Ontario Coalition of Rape Crisis Centres en vue d'élaborer un programme intitulé « *OHL Onside »* qui « vise à accroître la capacité de compréhension et la prise de conscience de la responsabilité des joueurs afin qu'ils fassent preuve de respect envers les femmes par leurs actions et leurs paroles ».
- La LHO offre le Programme OHL *Performance Development* (2016) qui a pour but de fournir aux entraîneurs une meilleure capacité de compréhension des joueurs afin qu'ils soient en mesure de créer une situation dans laquelle « la confiance inébranlable entre les joueurs et les entraîneurs devient la norme. » Le Programme Performance Development offre également la possibilité de faire appel au Dr Paul Dennis, psychologue sportif et entraîneur de développement pour examiner ou régler les problèmes en enquêtant sur une situation ou en fournissant des ressources à la partie concernée.

- La LHO est dotée d'un programme intitulé *Respect et Sport* (2012), élaboré par Respect Group Inc. Il s'agit d'un programme de formation obligatoire qui permet d'enseigner aux entraîneurs, au personnel des équipes et aux directeurs généraux la façon de prévenir l'inconduite et les personnes qui reçoivent la formation doivent participer à une recertification à intervalles réguliers.
- À la suite de la réception du Rapport du CEI en septembre 2021, la LHO a présenté un nouveau comité de communication. Le rôle du comité de communication est d'offrir des possibilités de formation aux entraîneurs, au personnel des équipes et aux directeurs généraux sous la forme de séminaires donnés par des professionnels indépendants afin de créer une « culture qui favorise des lignes de communication saines et efficaces entre un joueur, son club et la ligue ». Il est important de noter que le comité de communication détient une carte de communication ou de signalement qui fournit des éclaircissements sur les structures de signalement des incidents (c'est-à-dire comment et où signaler). Il détaille également la présentation d'une application de signalement appelée HONE et son mode de fonctionnement (c'est-à-dire un mécanisme de signalement anonyme mis en place pour signaler les cas d'inconduite ainsi que la possibilité d'effectuer un rapport hebdomadaire sur le bien-être destiné aux entraîneurs, au personnel de l'équipe et aux directeurs généraux).
- Le poste de directeur de la diversité culturelle et de l'inclusion a été créé à la LHO en 2020.
- En plus de l'application HONE, les joueurs ont accès au système de signalement des incidents, une application pour téléphone ou une plateforme Web qui permet aux joueurs de signaler des incidents d'inconduite de façon anonyme, notamment en attribuant un niveau d'évaluation de la menace à chaque rapport reçu afin de permettre aux administrateurs de la LHO d'en faire le suivi.
- L'application HONE et le système de signalement des incidents sont complétés par les agents de liaison des joueurs de la LHO dans le cadre du programme Players First et par la possibilité d'effectuer de signaler des cas aux entraîneurs, au personnel de l'équipe, aux directeurs généraux ou aux administrateurs de la LHO ou au commissaire.
- Des affiches ont été apposées dans le vestiaire de chaque équipe et traitent des questions abordées dans les politiques, notamment l'inconduite et les mesures prises par écrit au sujet de la mise en œuvre de la discipline concernant les inconduites hors glace, y compris les sanctions et les pénalités

**La LHJMQ**

Depuis le mois de décembre 2021, la LHJMQ dispose des politiques les plus complètes en matière d'inconduite et en particulier en matière de discrimination. Les politiques, les procédures et les programmes qui constituent le programme de bien-être des joueurs actuel de la LHJMQ sont les suivants :

- *Code d'éthique du joueur* (2014). Cette politique énonce les principes et les valeurs de la LHJMQ, notamment la prévention de la discrimination et de la violence. Elle détaille la responsabilité des différentes parties prenantes ainsi que les devoirs et obligations des joueurs (notamment sur des sujets tels que le respect, l'intégrité, la sécurité, l'esprit sportif et l'auto-perfectionnement).
- *Charte pour la prévention de la violence* (2009). Cette politique est définie dans un énoncé sur les mesures de prévention contre la violence dans le hockey et dans la LHJMQ.
- *Politique de lutte contre la discrimination* (2006). Cette politique traite des questions de comportement discriminatoire, notamment les définitions, les principes adoptés par la LHJMQ et les sanctions qui peuvent résulter en cas de violation de ladite politique.
- *Politique relative aux médias sociaux* (2016). Cette politique présente les lignes directrices et la conduite attendue en ce qui concerne l'utilisation des médias et réseaux sociaux.
- *Responsabilités légales des joueurs de la LHJMQ* (2018). Ce programme fournit un contenu éducatif sur les comportements qui pourraient constituer un acte criminel ou être contraires à la loi (c'est-à-dire sur des sujets tels que les méfaits publics, l'âge du consentement sexuel, les contacts sexuels, les abus/agressions sexuels, l'exploitation sexuelle, etc.)
- *Politique sur la prévention et la résolution du harcèlement et de la violence* (2021). Il s'agit d'une politique plus récente introduite depuis le Rapport du CEI. Elle comporte des définitions complètes sur des sujets tels que le harcèlement psychologique, le harcèlement sexuel, la violence sexuelle, le harcèlement discriminatoire, l'intimidation, le cyberharcèlement, les menaces et la violence. Elle définit également des concepts tels que la plainte, le signalement, le demandeur et les dispositions contre les représailles.
- De plus, chaque joueur doit signer un *Contrat d'engagement du joueur* (1990) pour jouer dans la LHJMQ. Cette politique contient un mécanisme de traitement des plaintes ou des rapports.
- La LHJMQ dispose d'un mécanisme/programme de signalement des plaintes intitulé *SportAide* (2014), géré avec l'aide de l'organisme indépendant SportAide. Ce programme présente le rôle de « l'Officier des plaintes » comme une option pour ceux qui jouent dans la LHJMQ. Un Officier des plaintes est chargé de recevoir les plaintes pour « abus, harcèlement, négligence ou violences dans

le cadre de la politique d'intégrité ». Il détaille également la manière dont les plaintes sont traitées par le comité de protection de l'intégrité (c'est-à-dire un panel constitué de 3 personnes indépendantes).

- La LHJMQ dispose d'un *Guide des familles de pension* (2017) qui contient des renseignements à l'intention des familles qui jouent le rôle de familles de pension pour les joueurs. Il décrit les responsabilités de la famille de pension, notamment la mise à disposition d'une chambre, des repas, des règles relatives aux communications et aux visiteurs. [18]
- Il existe également un programme sur les *Comportements sexuels dangereux* (2015) qui aborde des sujets tels que la violence sexuelle, les comportements sexuels criminels et le sextage (entre autres).
- Le *Programme d'aide aux joueurs et présentation* a été créé en 2021 et vise à « éduquer les joueurs sur une variété de sujets et les aider à gérer les défis de la vie et à résoudre leurs problèmes personnels avant qu'ils ne deviennent plus sérieux. » Dans le cadre de ce programme, une personne de soutien peut être consultée en toute confidentialité par divers moyens sur des questions comme la santé mentale ou physique, y compris la consommation de substances interdites (c.-à-d. le « dopage »). Ce programme attribue à la LHJMQ la responsabilité du bien-être des joueurs et décrit les mesures à prendre si une situation survient au sujet d'un joueur.
- Un programme obligatoire *Respect et sport pour entraîneurs/leaders d'activité* et un programme *Respect et sport pour le parent* (2010), élaborés par Respect Group Inc. sont des formations obligatoires dans la LHJMQ.
- La LHJMQ utilise également le programme *Talk Today* (2014), élaboré par l'Association canadienne pour la santé mentale, relatif à la sensibilisation à la santé mentale et à la prévention du suicide.
- La LHQM s'est engagée dans des *Exposés de sensibilisation aux drogues* (2008) ainsi que dans un cours en ligne de sensibilisation aux drogues et au dopage du CCES.
- En ce qui concerne la production de rapports sur les problèmes liés au bien-être ou à l'inconduite, dans le cadre du Programme d'aide aux joueurs de la LHJMQ, un réseau de ressources et de soutien confidentiel par téléphone est mis à la disposition des joueurs, entraîneurs, du personnel d'équipe et des DG. Les options de soutien comprennent des conseils d'encadrement éthique et la façon de répondre de manière adéquate aux préoccupations des joueurs en matière de sécurité ou de

[18] Notez que, de manière générale, compte tenu d'une prise de conscience accrue de l'importance de la langue et de la nécessité de rendre toutes les politiques plus inclusives, la langue de la politique de logement, en particulier, doit être mise à jour afin de la rendre inclusive du point de vue du genre.

conduite. Le programme d'aide aux joueurs dispose d'un coordinateur du programme d'aide aux joueurs qui joue également le rôle de directeur des services aux joueurs.

- Les joueurs peuvent également s'adresser à un Officier des plaintes de SportAide (voir ci-dessus), qui s'assure que le plaignant bénéficie d'un soutien tout en transmettant la plainte au comité de protection de l'intégrité de SportAide.
- Au-delà de ces programmes, les rapports peuvent être adressés aux personnes-ressources dans le cadre du Programme d'aide aux joueurs, ou de manière informelle aux entraîneurs, au personnel de l'équipe, aux directeurs généraux, aux administrateurs de la LHJMQ ou au commissaire.
- Les plaintes reçues dans le cadre du Programme d'aide aux joueurs seront examinées par le Comité d'aide aux joueurs, indépendant de la LHJMQ et composé d'un agent de police, d'un travailleur social, d'un avocat, d'un psychologue et d'un ancien membre de la LHJMQ. Une fois les conclusions établies dans le cadre d'une enquête, les mesures recommandées sont présentées par le coordonnateur au commissaire de la LHJMQ. Le comité de protection de l'intégrité de SportAide mène également des enquêtes sur les plaintes reçues et procède à des audiences impartiales avant de présenter des conclusions et des recommandations au commissaire de la LHJMQ.

**La WHL**

La Ligue de hockey de l'Ouest a mis en place les politiques, procédures et programmes suivants qui constituent son programme actuel de bien-être des joueurs :

- Les *Règlements et politiques de la WHL* (1998) régissent les normes de conduite personnelle et les mesures disciplinaires correspondantes. Bien que le règlement et les politiques traitent spécifiquement des comportements criminels tels que la violence (et la menace de violence), le harcèlement, l'abus et le bizutage, les définitions de ces comportements (autres que l'abus, qui est défini) ne sont pas très élaborées. Le bizutage, en particulier, est mentionné, mais n'est pas défini de façon exhaustive, et présente la sanction découlant de cette pratique comme une suspension automatique sans plus de détails sur ce que cela signifie du point de vue de la période ou de la durée. De même, les commentaires racistes et désobligeants sont interdits en vertu de la politique, mais il n'y a pas de définition de la discrimination ou de tout type de discrimination qui pourrait être pertinent, comme les microagressions, les stéréotypes, les comportements antiracistes et autres.
- La *Politique de diversité et d'inclusion* (introduite en 2021 après la publication du Rapport du CEI) cherche à définir la diversité et l'inclusion ainsi que le comportement attendu des parties prenantes

concernant la promotion de la diversité et de l'inclusion au sein de la Ligue de hockey de l'Ouest. Cette politique fait référence à d'importantes prémisses liées à la diversité et à l'inclusion au sein de la Ligue de hockey de l'Ouest pour des motifs comme le sexe et la race, mais elle ne contient aucune définition au-delà de la diversité et de l'inclusion qui permettrait de mieux comprendre les concepts énoncés dans le document. (c.-à-d. que signifie ne pas être inclusif sur le plan pratique? Qu'est-ce que la discrimination?). Cela dit, la Politique sur la diversité et l'inclusion de la Ligue de hockey de l'Ouest exige que tous les membres du personnel, les joueurs, les officiels et les personnes qui occupent des postes de responsabilité participent à la formation obligatoire sur la diversité et l'inclusion (« D&I ») de la Ligue de hockey de l'Ouest chaque année et établit un lien entre la D&I et l'utilisation des médias sociaux. Cette politique contient également une formulation utile selon laquelle les participants sont des « modèles pour le public » et doivent « adopter un comportement respectueux et inclusif, qu'ils soient sur la glace ou hors glace ». La *Politique sur les médias et les réseaux sociaux* (2012) des règlements et politiques de la Ligue de hockey de l'Ouest reprend des lignes directrices similaires à celles publiées par la Ligue de l'Ontario et la LHJMQ.

- La WHL offre un programme de formation obligatoire durant toute l'année appelé le *Respect et hockey* (2018), créé en partenariat avec la Croix-Rouge canadienne et Respect Group Inc, qui comprend des séminaires en ligne, un code de conduite et une série d'ateliers donnés par l'*Équipe des champions du respect* (2020).
- Un programme obligatoire *Respect et sport pour entraîneurs/leaders d'activité* (2011), développés par Respect Group Inc. sont des formations obligatoires dans la Ligue de hockey de l'Ouest.
- La WHL dispose d'un document intitulé *Players First Support Services and Presentation* (Présentation et services de soutien aux premiers joueurs) (2021), qui donne un aperçu des programmes et des politiques établis par la Ligue de hockey de l'Ouest dans le but de créer un environnement sûr et positif pour les joueurs et tous les participants.
- Tout comme la Ligue l'Ontario et la LHJMQ, la WHL a également adopté les ateliers *Talk Today* de l'Association canadienne pour la santé mentale (2016).
- La WHL a une *Politique de conduite personnelle* (2013) qui fait référence à l'exigence selon laquelle les joueurs doivent se conduire de façon appropriée pendant la saison de hockey et hors saison « d'une manière qui ne porte pas atteinte à l'intégrité de la Ligue de hockey de l'Ouest ». Elle mentionne également que « le non-respect des normes de conduite acceptées entraînera des mesures disciplinaires de la part de la WHL ».

- La WHL dispose d'un *Réseau de sécurité* (2015) qui offre un mentorat aux joueurs par des agents de police locaux en service ou retraités. La Ligue de hockey de l'Ouest dispose également d'un *WHL Club Liaison Officer Program* (Programme d'agent de liaison avec les clubs de la WHL) (2015) qui prévoit qu'un agent de sécurité de liaison avec les clubs soit disponible pour encadrer tous les joueurs d'une équipe et « offrir aux joueurs un moyen d'exprimer librement toute préoccupation sans crainte de représailles ».
- De plus, cette ligue dispose a mis sur pied un *Player Impact Program* (Programme d'impact des sur joueurs) qui est un programme obligatoire (2015). Ce programme sensibilise les joueurs aux risques sociaux tels que les médias sociaux, le consentement, les drogues, l'alcool, les jeux d'argent, la diversité et le fait d'être un bon modèle dans la communauté.
- La WHL a également adopté le *Programme de sensibilisation aux drogues et de lutte contre le dopage de la LCH* (2009) qui sensibilise les joueurs de la WHL aux risques de consommation de substances et d'abus.
- La WHL a adopté le *CHL Concussion Management Program (Programme de gestion des commotions cérébrales de la LCH)*, qui est un programme de sensibilisation sur les signes et symptômes des commotions cérébrales, et la séance d'orientation professionnelle de la WHL, qui vise à informer les joueurs sur les études et la vie après le hockey.
- Le réseau de sécurité de la WHL surveille l'environnement de la Ligue de sorte que « si un joueur a une préoccupation concernant une violation du code de conduite ou un traitement inapproprié », qu'il puisse la partager en contactant directement l'agent de liaison du club ou l'agent de sécurité de la WHL, de façon confidentielle, au moyen d'un numéro 1-800. Ce signalement peut être anonyme.
- La WHL a ajouté une autre option de signalement, un mécanisme de plainte indépendant appelé « *Player Advisory Council (Conseil consultatif des joueurs)* » (2021), qui prévoit que les joueurs ainsi que les parents, les personnes qui occupent des postes de responsabilité ou le personnel de l'équipe peuvent faire part de leurs préoccupations au panel d'anciens joueurs indépendant, composé de trois anciens joueurs de la WHL qui sont prêts à recevoir les plaintes anonymes des joueurs par écrit et par courriel. Ce panel aura ensuite la responsabilité de traiter toute plainte relative au code de conduite de la Ligue de hockey de l'Ouest, à une violation des politiques de harcèlement, de bizutage ou d'abus au sein de la WHL ou à des préoccupations de mauvais traitements pouvant entraîner des troubles de santé mentale.
- Les joueurs de la WHL peuvent également soumettre leurs préoccupations à leurs entraîneurs, au personnel de l'équipe, aux DG, aux administrateurs de la WHL ou au commissaire.

Turnpenney est conscient qu'il existe également un certain nombre d'initiatives spécifiques à l'équipe qui ont été entreprises au fil des ans. Cependant, Turnpenney n'a pas examiné ni commenté ces initiatives, car cela ne relevait pas de son mandat.

## OMISSIONS DANS LE PROGRAMME ACTUEL DE BIEN-ÊTRE DES JOUEURS DE CHAQUE LIGUE MEMBRE - COMMENTAIRES APPLICABLES À TOUTES LES LIGUES MEMBRES

### RÉORGANISER LE CONTENU EXISTANT ET CRÉER UNE SEULE POLITIQUE EXHAUSTIVE SUR L'INCONDUITE DANS CHAQUE LIGUE MEMBRE

Bien qu'il existe de nombreux attributs positifs dans chacun des programmes de bien-être des joueurs décrits ci-dessus, il y a plusieurs omissions dans le programme de chaque Ligue membre qui doivent être abordées.

En faisant abstraction du concept d'un programme de bien-être universel dans l'ensemble de la LCH qui couvrirait les trois Ligues membres (puisque cela semble ne pas relever de l'autorité de la LCH), la préoccupation la plus importante pour la LHO, la LHJMQ et la WHL est qu'il n'existe aucune politique centrale ou complète au sein de chaque Ligue membre qui contient toutes les dispositions et les définitions appropriées de la politique, les structures de rapport relatives à l'inconduite, les processus d'enquête ou de résolution des conflits et les résultats potentiels (y compris les mesures disciplinaires et les sanctions).

Un programme de bien-être efficace devrait être un programme dans lequel une partie prenante n'a pas à chercher les politiques, à regrouper plusieurs politiques, à examiner les présentations pour déterminer leur interaction avec les politiques existantes, puis à définir ce qui, en somme, constitue une inconduite. En outre, un programme de bien-être efficace doit indiquer clairement la marche à suivre si une inconduite est identifiée, comment elle est signalée et comment elle est traitée, tout cela pour comprendre ce qui constitue le programme de bien-être des joueurs.

Les politiques, procédures et programmes actuels de chaque Ligue membre doivent être rendus plus faciles à comprendre et à consulter par les parties prenantes. L'absence d'une présentation cohérente du mécanisme actuel constitue une occasion manquée pour la LCH et les Ligues membres de montrer les efforts qui ont été déployés jusqu'ici.

L'un des principaux objectifs de cette étape « REPENSER » doit être de rassembler tous les renseignements nécessaires en un seul endroit. Comme point de départ, une politique plus longue et bien structurée est

préférable à des politiques multiples et qui se chevauchent. En outre, les affiches doivent être infographiques et faciles à identifier et à lire rapidement.

**Réorganisation des sites Web de la LCH et des Ligues membres**

Dans le cadre de ce rapport, nous avons examiné les sites Web de la LCH, de la LHO, de la WHL et de la LHJMQ, et nous avons constaté que les politiques et les procédures exhaustives en matière d'inconduite ayant une incidence sur les intervenants ne se trouvent pas facilement (ou pas du tout) sur les sites Web de la LCH ou des Ligues membres.

Outre cette omission, il n'y a pas suffisamment d'information publique sur la façon de signaler les préoccupations et sur la façon dont une partie prenante devrait s'y prendre pour aviser une Ligue membre d'une allégation d'inconduite. (p. ex., un membre du public observe un incident présumé d'intimidation par un joueur ou un entraîneur après un match dans un aréna et cherche à communiquer avec la LCH ou la Ligue membre pour le signaler) Comprendre que la sous-déclaration est une préoccupation courante en ce qui concerne les programmes de lutte contre le harcèlement, tout obstacle perçu au signalement ne fait que contribuer à ce problème. Ainsi, une organisation a la responsabilité de faire connaître sa procédure de signalement/plainte et de la rendre accessible à toutes les parties prenantes. Une fois qu'une partie prenante a pris la décision de signaler un problème, la manière de le faire doit être facile et sans obstacle.

**REVISER LA QUESTION DE L'INCONDUITE HORS GLACE**

Il est particulièrement important de noter que chaque Ligue membre dispose actuellement d'un libellé insuffisant concernant les attentes en matière d'inconduite hors glace en ce qui concerne les joueurs et les parties prenantes. Il s'agit peut-être de l'omission la plus importante, qui doit être comblée par des définitions claires et des exemples pratiques (non juridiques) basés sur le hockey.

L'absence de référence à l'inconduite hors glace et aux attentes en matière de conduite est liée à la formulation de l'utilisation des médias sociaux dans les politiques des Ligues membres, y compris leurs diverses politiques en matière de médias sociaux. Tout en mentionnant l'inconduite, les dispositifs présentés dans les politiques relatives aux médias sociaux des trois Ligues membres sont largement axés sur la protection du bien-être de la LCH et la protection des intérêts de la réputation des Ligues membres. Les politiques sur les médias sociaux devraient plutôt décrire la manière dont les médias sociaux doivent être utilisés, ce qui constitue une inconduite dans un contexte de médias sociaux, les préjudices potentiels des médias sociaux (du point de vue de la réputation et de la criminalité, ainsi que la façon dont ils peuvent avoir une incidence sur les perspectives et les

possibilités futures pour les joueurs) et comment être un joueur responsable ou un membre de la Ligue membre à l'ère des plateformes de médias sociaux et des dangers qu'elles présentent pour les joueurs et les autres parties prenantes.

**RÉSULTATS EN MATIÈRE D'INCONDUITE**

Le programme actuel de bien-être des joueurs de chaque Ligue membre n'est pas suffisamment explicite en ce qui concerne la conduite à tenir en cas de violation de la politique, à l'instar d'une enquête, d'une médiation ou d'une conciliation, ainsi que la signification d'une mesure corrective sur le plan pratique (p. ex., si vous faites X, vous devez vous attendre à Y). Il ne faudrait pas supposer qu'un joueur (qui peut être mineur) ou un membre de la famille d'un joueur détermine intuitivement quelle conduite enfreindrait une politique (p. ex., la notion de « renforcement de l'esprit d'équipe » et la notion de « bizutage » ainsi que les mesures à prendre en pareil cas). De nombreuses politiques sont rédigées dans un langage juridique qui rend difficile la compréhension des types de comportements qui pourraient enfreindre la politique, ainsi que des mesures de recours disponibles ou des résultats obtenus en cas de violation. Une bonne politique est rédigée dans un langage clair qui permet de comprendre la notion d'inconduite, comment une personne participe à la politique en signalant une préoccupation ou en déposant une plainte, ainsi que les répercussions en cas de violation de la politique.

**DISPOSITION INSUFFISANTE OU MANQUANTE EN MATIÈRE DE REPRÉSAILLES**

Les programmes actuels de bien-être des joueurs de chaque Ligue membre ne contiennent pas de dispositions suffisantes en matière de représailles pour signaler les cas d'inconduite[19]. Vu que de nombreux incidents liés au harcèlement et à la discrimination (et les cas d'inconduite connexes) sont rarement[20] ou pas du tout signalés, les Ligues membres doivent mettre en place des mesures de protection pour les signalements. Ces mesures de protection doivent clairement indiquer l'intolérance des actes préjudiciables perpétrés à l'encontre d'un plaignant ou d'un témoin tout en soulignant que les auteurs de représailles feront l'objet de mesures disciplinaires ou correctives (qui peuvent être définies pour le lecteur ou les joueurs). Une organisation qui s'engage à créer un environnement sain doit prendre des mesures positives pour garantir l'absence de

[19] Notez que la LHJMQ emploie le langage le plus exhaustif sur ce point. Toutefois, on peut toujours y apporter des modifications. Bien que les autres Ligues membres mentionnent les représailles dans leurs politiques, ces références demeurent insuffisantes.

[20] Notez qu'il s'agit d'une déclaration générale qui englobe des domaines relevant de la dynamique du pouvoir, notamment le sport, les lieux de travail, et ainsi de suite.

répercussions négatives (directes ou indirectes) pour les personnes qui se manifestent de bonne foi et participent au programme de bien-être des joueurs.

**OBSERVATIONS PARTICULIÈRES CONCERNANT LES LIGUES MEMBRES**

**ABSENCE DE DÉFINITIONS EXHAUSTIVES - INTERPRÉTATION DES COMPORTEMENTS RÉPRÉHENSIBLES**

Les politiques actuelles de chaque Ligue membre sont incomplètes en matière de terminologie. Afin de faciliter la consultation, les omissions répertoriées dans les politiques de chaque Ligue membre sont présentées ci-dessous :

**LHO**

La *Politique de la santé et du bien-être* et la *Politique relative au bizutage* ainsi que le *Formulaire d'acception* de la Ligue de l'Ontario proposent un contenu approprié sur des questions telles que le bizutage, la santé mentale et les abus (y compris la violence et les abus sexuels). On note toutefois l'absence de définition exhaustive des concepts tels que le harcèlement (y compris le harcèlement sexuel), l'intimidation, l'abus (y compris les abus sexuels), le manque de respect ou la discrimination (y compris une compréhension claire des motifs ou des types de harcèlement ou de discrimination pouvant constituer une plainte pour discrimination relative aux droits de la personne, à l'instar de l'orientation sexuelle, de la race, de l'expression et l'identité sexuelles). En outre, les documents écrits ne contiennent pas suffisamment d'exemples pratiques et les politiques ne déterminent pas de manière adéquate si les mineurs sont soumis aux mêmes politiques et si des dispositions différentes doivent être prises pour les mineurs (p. ex., les soutiens apportés dans le cadre des enquêtes, les soutiens supplémentaires apportés en matière de santé mentale, etc.).

**LHJMQ**

Depuis l'ajout de la *Politique sur la prévention et la résolution du harcèlement et de la violence* en 2021, des trois Ligues membres, la LHJMQ utilise la terminologie et les définitions les plus exhaustives, bien que la définition du bizutage demeure incorrecte ou ne figure pas dans la disposition relative aux définitions. En outre, la LHJMQ ne propose pas d'exemples pratiques de cas d'inconduite et ne détermine pas de manière adéquate si les mineurs sont soumis aux mêmes politiques et si des dispositions différentes doivent être prises pour les mineurs (p. ex., les soutiens apportés dans le cadre des enquêtes et les soutiens supplémentaires apportés en matière de santé mentale).

**WHL**

Les *Règlements et politiques* de la Ligue de hockey de l'Ouest, bien qu'ils interdisent l'inconduite, contiennent peu ou pas de définitions ou d'exemples pratiques de la notion d'inconduite, y compris le harcèlement, la discrimination et le bizutage. À l'instar de la LHO et de la LHJMQ, les politiques écrites de la WHL ne proposent pas de formulation ou d'orientation particulière pour les mineurs.

Chacune des politiques des Ligues membres bénéficierait d'exemples concrets et pratiques des concepts tels que le bizutage, le harcèlement, l'intimidation ou la discrimination. Il ne faut pas supposer que les joueurs seront en mesure d'identifier correctement les concepts ou de répondre aux attentes en matière de comportements, en particulier ceux observés hors glace, y compris sur les médias sociaux.

**SIGNALEMENT DES PRÉOCCUPATIONS**

Au cours d'une première révision des programmes actuels de bien-être des joueurs, il a été difficile de déterminer la procédure de signalement sur le plan pratique (c.-à-d. la personne à contacter, comment et à quel moment la contacter). Cela ne signifie pas que ces mécanismes de signalement sont inexistants, car chaque Ligue membre en dispose. Cet exemple supplémentaire met en relief le besoin de rendre les mécanismes actuels plus accessibles en les présentant sous un nouveau jour. Les affiches et les outils de communication utilisés les Ligues membres doivent être révisés, mieux définis et traiter des questions précises en ce qui concerne la procédure de signalement.

Comme indiqué ci-dessus, chaque Ligue membre doit communiquer autour de ses mécanismes de signalement tels que :

- l'application HONE et les systèmes de signalement d'incidents (OHL);
- SportAide (LHJMQ) et le Programme d'aide aux joueurs (LHJMQ); et
- les mécanismes de signalement anonyme du Réseau de sécurité et du Comité consultatif des joueurs (WHL).

En plus d'informer les joueurs sur les services et mécanismes disponibles, les Ligues membres doivent identifier les personnes qui assurent la réception des plaintes.

Au début de chaque saison, l'équipe de chaque Ligue membre doit être en mesure d'identifier un nom/une personne (et non pas uniquement un titre/poste). En outre, le nom de cette personne doit être largement diffusé aux joueurs d'une équipe particulière et au-delà (« personne à contacter en cas de signalement »).

Il pourrait s'agir de :

- l'agent de liaison des joueurs (OHL);
- le réseau de sécurité (WHL); et
- le Responsable du traitement des plaintes de SportAide ou les personnes-ressources identifiées dans le cadre du Programme d'aide aux joueurs (LHJMQ)

La personne à contacter en cas de signalement doit être visible et accessible au sein de chaque organisation et formée en réception des demandes, résolution rapide, processus d'enquête et représailles (ou toute autre préoccupation exprimée au moment du signalement).

La personne à contacter en cas de signalement doit également être formée et consciente des questions qui concernent entre autres la prise en compte des traumatismes lorsque des sujets sensibles sont abordés. Un délai de réception des plaintes doit être fixé afin de prévenir tout retard et contenir les préjudices causés au joueur et aux parties prenantes.

Enfin, la personne à contacter en cas de signalement doit être clairement mentionnée dans le Programme de bien-être des joueurs, sur les affiches de signalement[21] ou les images produites au moyen de l'infographie, ainsi que sur le site Web de la LCH et de chaque Ligue membre.

**LHO**

À cet égard, et comme exemple de terminologie à modifier, la Ligue de l'Ontario dispose actuellement d'un agent de liaison des joueurs; une personne désignée par chaque équipe qui n'a aucun intérêt direct dans l'équipe et qui relève de la Ligue. Cet agent de liaison des joueurs semble être habilité à instituer une plainte si un joueur présente des « preuves suffisantes » pour formuler une plainte sans vouloir la déposer personnellement. L'expression « preuves suffisantes » doit être supprimée dans la mesure où elle ne tient pas compte du fait que

[21] Comme mentionné, les affiches actuellement utilisées par les Ligues membres constituent une occasion manquée dans la mesure où elles doivent être révisées de manière à inclure des images produites au moyen de l'infographie et des graphiques, des mots plus tronqués, des liens vers des sites Web et d'autres méthodes afin de faciliter la compréhension des attentes en matière de conduite.

les problèmes de discrimination tels que le racisme ou les micro-agressions peuvent être empreints de subtilité et ne pas constituer des « preuves suffisantes » tant qu'ils ne sont pas examinés plus en détail. De même, en ce qui concerne les cas de violence ou d'abus sexuels présumés, il peut être impératif de déterminer la crédibilité des conclusions, qui ne seront pas disponibles tant que l'allégation n'aura pas été correctement examinée. À ce niveau également, bien que la présence de cette fonction/ce poste de personne-ressource constitue un avantage, la Ligue de l'Ontario doit réexaminer les dispositions relatives à ce poste et les reformuler afin d'illustrer l'idée qu'une plainte/un signalement peut être écrit ou non, déposé de manière formelle ou informelle et être présenté sous forme de simple mention d'une préoccupation sans fournir de détails au moment de la déclaration. Il appartiendrait alors à la Ligue de l'Ontario de prendre les mesures nécessaires pour vérifier qu'aucune préoccupation/allégation ne nécessite un suivi. La LHJMQ et la WHL doivent adopter la même approche. Simplifier la procédure de signalement afin de la rendre plus accessible, et s'assurer que les personnes qui signalent une inconduite soient en mesure de déterminer s'il s'agit d'un signalement anonyme, interne ou externe, ainsi que ce à quoi elles peuvent s'attendre par la suite. L'objectif est de démystifier et de clarifier la procédure de signalement.

Au-delà des mécanismes de signalement anonyme, la Ligue de l'Ontario a également conçu des cartes de signalement d'incidents pour divers types de plaintes, telles que celles relatives à la diversité et à l'inclusion, à la santé mentale, aux préoccupations d'ordre culturel et aux pressions sociales. Ces graphiques proposent des feuilles de route qui permettent d'identifier la personne ou le poste à contacter et les prochaines étapes. Bien que l'utilisation des graphiques et des images produites au moyen de l'infographie constitue un avantage, le fait de fournir trop de pistes peut être source de confusion, surtout en ce qui concerne les mineurs. La Ligue de l'Ontario devrait envisager la conception d'une carte de signalement d'incident pour les cas d'inconduite (y compris la culture, la diversité et l'inclusion) et une autre pour les pressions sociales (qui englobent la santé mentale).

**LHJMQ**

Dans le Préambule de la *Politique sur la prévention et la résolution du harcèlement et de la violence,* il est clairement énoncé que la politique s'applique aux employés de la LHJMQ, aux joueurs, aux officiels et à toutes les autres « personnes liées à la LHJMQ ».

Le terme « signalement » est défini comme,

> « Une divulgation de renseignements qui ne constitue pas une plainte formelle, mais qui vise à signaler ou à dénoncer à la LHJMQ une situation à risque pour le climat de travail, susceptible d'entraîner une action de sa part. »

Il existe un texte sur le Mécanisme de traitement des plaintes ou des signalements qui présente de manière détaillée trois niveaux/étapes à suivre, y compris des instructions relatives au dépôt d'une plainte officielle. De plus, en ce qui concerne les signalements, il semble que « la personne responsable » doive d'abord analyser la plainte ou le signalement afin de déterminer s'il est recevable.

La définition du terme « Signalement » fournie ci-dessus doit être reformulée. En effet, elle doit être plus claire et la référence au « risque pour le climat de travail » doit être modifiée pour tenir compte du fait que cette politique s'applique aux employés et aux joueurs, et donc également aux situations hors travail.

En outre, la définition du signalement devrait refléter l'idée qu'une plainte ne doit pas nécessairement être formelle ou écrite. Une plainte peut être formulée oralement ou par écrit (sur la base de renseignements de première, deuxième ou troisième main) et l'on s'attendra à ce que des détails soient fournis par écrit à un moment donné afin de confirmer les allégations et entamer l'enquête.

Le texte qui autorise « la personne responsable » à ignorer une plainte doit également être passé en revue. En effet, il ne fournit aucune indication ou information sur l'expertise de cette personne en matière d'inconduite et semble supposer qu'un plaignant, qui peut être mineur (appelé « Demandeur » dans le cadre de la politique), est capable d'exprimer correctement ses préoccupations.

**WHL**

La Ligue de hockey de l'Ouest a élaboré un document intitulé *Mécanisme indépendant de traitement des plaintes de la Ligue de hockey de l'Ouest.* Ce document définit le rôle du Comité consultatif des joueurs (« PAC ») de la Ligue de hockey de l'Ouest et ses responsabilités ainsi que l'étendue des fonctions du Comité. Il stipule que « toutes les plaintes adressées au Comité doivent être faites par écrit ». Ce document ne contient toutefois aucune information sur le signalement oral ainsi que les étapes précises à suivre pour déposer une plainte. Il ne fournit également aucune information sur les coordonnées des personnes à contacter pour déposer une plainte.

Il en va de même pour le Réseau de sécurité de la Ligue de hockey de l'Ouest et le Programme des agents de liaison des clubs de la Ligue de hockey de l'Ouest. Malgré la disponibilité d'informations écrites sur l'objectif de ces programmes, on note l'absence de détails sur la procédure à suivre sur le plan pratique.

Dans le cadre de son programme Player First Support Services, la Ligue de hockey de l'Ouest a conçu un graphique qui décrit les étapes à suivre lors du dépôt d'une plainte. Il prévoit simplement que les plaintes sont adressées soit à la direction de l'équipe et au personnel de bureau de la Ligue de hockey de l'Ouest, soit via deux autres canaux, par le biais du Réseau de sécurité de la Ligue de hockey de l'Ouest ou du Comité consultatif indépendant des joueurs.

Par conséquent, bien que les mécanismes aient été mis en place, les communications autour de ces programmes doivent être passées en revue, car elles sont actuellement incomplètes en matière de renseignements nécessaires pour soutenir et encourager le signalement des cas d'inconduite.

La Ligue de hockey de l'Ouest doit élaborer un document qui décrit de manière détaillée les étapes à suivre pour signaler un cas d'inconduite, les noms et postes des personnes à contacter, ainsi que les numéros de téléphone pour les appels ou les messages texte et les adresses de courriel à utiliser. Le présent document sera ensuite diffusé auprès des joueurs et des autres parties prenantes.

**GESTION DE LA SOUS-DÉCLARATION**

Une fois les mécanismes de signalement correctement communiqués, chaque Ligue membre doit s'engager à déterminer les raisons de la sous-déclaration observée au sein de sa ligue.

Comme première mesure, chaque Ligue membre doit s'abstenir d'émettre des hypothèses sur les raisons de la sous-déclaration dans sa ligue et chercher à obtenir des renseignements précis à ce sujet. Les questions peuvent être posées en groupe aux joueurs et aux autres parties prenantes concernées, individuellement par un tiers (n'ayant aucun lien avec l'équipe/la Ligue membre) dans le cadre d'un audit environnemental, par le biais d'un sondage ou d'une enquête anonyme ou par un meneur/modèle de confiance du hockey habilité par les Ligues membres à être le visage d'une campagne relative au signalement au sein d'une ligue (c.-à-d. un programme mis en place qui fait appel à un ancien joueur pour partager ses expériences et pour obtenir des commentaires de la part des joueurs uniquement au sujet du signalement des cas d'inconduite, comme mentionné ci-dessous). L'impact de la présence de mineurs dans les Ligues membres et les questions propres au sport, telles que la dynamique d'équipe et la loyauté/loyauté mal placée envers l'équipe par rapport à soi-même, doivent être explorés avec l'aide de psychologues et d'experts du sport dans le cadre de cette mesure.

Pour la deuxième mesure, chaque Ligue membre devrait lancer des campagnes d'éducation très médiatisées auprès des joueurs sur le signalement des cas d'inconduite qui feraient partie des renseignements obtenus dans la première mesure. Cette campagne mettrait l'accent sur les raisons pour lesquelles il est impératif de signaler les cas d'inconduite observés au sein d'une équipe ou d'une ligue et sur les conséquences positives et négatives qui résultent de ce signalement ou de son absence. Cette campagne de sensibilisation viserait également à aborder de manière spécifique les raisons mentionnées dans le Rapport du CEI concernant la sous-déclaration, telles que la « loi du silence », le manque de confiance, la peur, la loyauté et la conviction que les conséquences ne sont pas importantes[22].

Comme troisième mesure, chaque Ligue membre exigerait que les équipes envoient des questionnaires ou demandent des renseignements aux joueurs à différents moments de la saison pour déterminer s'il existe des problèmes qui n'ont pas été signalés. Ces questionnaires seraient obligatoires, anonymes et permettraient de poser des questions sur les expériences liées à l'inconduite (qu'elles aient été vécues personnellement ou observées par un tiers) à des moments précis (par exemple au début de la saison après la semaine d'orientation, au milieu de la saison, vers la fin de la saison et après la fin de la saison). Des mesures seraient prises par les Ligues membres concernant les équipes/joueurs concernés si les réponses au questionnaire/exercice révélaient l'existence d'un problème qui n'a pas encore été signalé.

En plus d'encourager le signalement et de gérer de manière appropriée les problèmes qui se posent, les Ligues membres doivent également être conscientes de la perception qui entoure le signalement. Sachant que les joueurs peuvent être réticents à l'idée de signaler une inconduite pour plusieurs raisons (à noter que ces raisons doivent être vérifiées dans le cadre de la première mesure), une fois qu'ils ont franchi le pas, la priorité doit être accordée au bien-être du rapporteur et du joueur faisant l'objet du signalement (s'il ne s'agit pas de la même personne), en ce qui concerne la prise de décision à ce stade précoce.[23] La façon dont les signalements des cas d'inconduite sont gérés (ou mal gérés) peut soit encourager, soit décourager les futurs signalements. De même, comme mentionné ci-dessus concernant les différentes politiques des Ligues membres sur les médias sociaux, si la protection de la réputation des Ligues membres semble prévaloir sur le bien-être des joueurs, il en résultera probablement une sous-déclaration des inconduites.

[22] Voir les pages 3 et 5 du Rapport du CEI.
[23] Il convient de noter que cela ne signifie pas que le bien-être de la personne désignée comme défendeur ne doit pas également être pris en compte (ainsi que toute obligation liée à l'équité procédurale).

La politique de bien-être de chaque Ligue membre doit contenir des informations sur ce qui se passe une fois qu'un signalement est enregistré et sur la manière dont une enquête sur les préoccupations/allégations est menée et se déroule. Il existe des références à chaque Ligue membre qui nomme un enquêteur indépendant sous une forme ou une autre. Il s'agit d'une inclusion appropriée, mais une référence spécifique devrait être faite à des concepts tels que l'équité procédurale qui pourrait permettre de mener l'enquête (c.-à-d. un enquêteur interne compétent/formé, un tiers externe neutre ou un comité ou quelqu'un d'autre), le processus général à suivre et la manière dont des questions telles que la confidentialité et l'anonymat doivent être traitées (une fois de plus, en tenant compte de l'équité procédurale).[24]

**GESTION DE L'INCONDUITE**

Une omission importante dans l'actuel programme de bien-être des joueurs de chaque Ligue membre concerne la manière dont un cas avéré d'inconduite est traité et sanctionné. Les dispositions existantes ne sont pas assez précises et doivent faire l'objet d'une clarification et d'une modification.[25]

**LHO**

La *Politique de la santé et du bien-être* et la *Politique relative au bizutage* de la LHO stipulent que « Tout joueur, officiel d'équipe ou membre de la direction d'une équipe qui (a) a pris part à une séance d'initiation ou (b) en a eu connaissance (mais ne l'a pas signalé à la première occasion raisonnable au bureau du commissaire de la ligue), sera automatiquement suspendu et/ou soumis à une amende dont la durée ou le montant sera déterminé après enquête sur l'incident ». Cette politique stipule également que : « Tous les officiels sur glace ont reçu l'instruction d'imposer une pénalité d'inconduite brute pour toute violation de la politique de la ligue dans ce domaine, ce qui entraînera une suspension d'au moins 5 matchs pour le joueur fautif et un examen automatique par le commissaire de la ligue. »

La *Politique sur les médias et réseaux sociaux* indique que les infractions « peuvent entraîner la prise de mesures disciplinaires par la LHO, à la discrétion du commissaire ».

[24] Notons que de toutes les Ligues membres, c'est la *Politique sur la prévention et la résolution du harcèlement et de la violence* de la LHJMQ (2021) qui contient les informations les plus précises sur le processus, mais elle doit encore être révisée pour souligner qu'une plainte peut être informelle ou formelle et qu'il ne devrait pas y avoir de contrôle à la réception d'une plainte jusqu'à ce que l'enquêteur en sache plus.

[25] Dans ce rapport, les termes mesure corrective, mesure disciplinaire et sanctions sont utilisés de façon interchangeable.

L'Affiche portant sur les mesures disciplinaires de la LHO, bien que plus précise en ce qui concerne les types de pénalités, met l'accent sur l'abus physique des officiels et sur bien d'autres questions, sur glace. À ce niveau également, la suspension et les amendes constituent les mesures disciplinaires prévues.

Bien que les dispositions de la LHO sur les mesures disciplinaires indiquent qu'il faut faire preuve de discrétion sur les mesures correctives et sur le recours à des suspensions et à des amendes, elles ne fournissent pas assez de renseignements sur les mesures correctives auxquelles un joueur peut s'attendre au-delà de ces possibilités. Il serait également utile pour les joueurs (notamment les nouveaux ou les plus jeunes) de connaître des exemples de comportements qui pourraient entraîner un type de mesure disciplinaire spécifique (tout en faisant preuve d'une certaine discrétion au niveau de la ligue dans la prise en compte des différences dans chaque situation concrète).

**LHJMQ**

Dans la *Politique de lutte contre la discrimination,* il est indiqué que les joueurs qui commettent des violations seront soumis à des mesures disciplinaires non spécifiées par le commissaire de la LHJMQ. La *Politique sur les médias sociaux* contient une disposition similaire. Le *Programme de soutien aux joueurs* précise que la « Ligue et les différentes équipes doivent également sanctionner tout comportement inapproprié adopté par l'un de leurs joueurs. » La *Politique sur la prévention et la résolution du harcèlement et de la violence* précise que le commissaire est chargé d'encadrer les mesures correctives, notamment le recours à des sanctions disciplinaires ou à des mesures administratives - ou aux deux. Il est également mentionné que « le choix de la ou des mesures applicables tiendra compte de la gravité et des conséquences de l'action ou des actions ainsi que des antécédents de la personne qui l'a ou les a commise/commises ».

La LHJMQ, tout comme la LHO ne fournit aucun renseignement pratique sur les mesures disciplinaires ou correctives auxquelles il faut s'attendre en cas d'inconduite. Davantage de renseignements seraient utiles et devraient être ajoutés au programme de bien-être des joueurs.

**WHL**

Dans les *Règlements et politiques de la WHL*, il est indiqué que les personnes qui enfreignent la politique seront soumises à des « mesures disciplinaires au besoin ». Il existe également une disposition qui stipule que tout « joueur, entraîneur ou officiel d'équipe d'un club de la WHL qui a pris part ou a eu connaissance d'une séance de bizutage ou d'une séance d'initiation dégradante (mais qui ne l'a pas signalée à la première occasion raisonnable au commissaire de la WHL), sera automatiquement suspendu ».

À l'instar de la LHO et de la LHJMQ, la WHL devrait fournir davantage de renseignements pratiques pour permettre aux joueurs et aux parties prenantes de comprendre les mesures disciplinaires/correctives auxquelles ils peuvent s'attendre en cas d'inconduite avérée.

**AUTRES CONSIDÉRATIONS CONCERNANT LES MESURES CORRECTIVES/DISCIPLINAIRES**

Il n'est généralement pas recommandé à une organisation d'appliquer une politique de « tolérance zéro » en matière d'inconduite, car la plupart des situations requièrent l'avantage du contexte et une compréhension des éventuelles nuances qui opposent deux situations apparemment semblables. En effet, l'utilisation de termes tels que « tolérance zéro » peut remettre en cause une politique et faire perpétuer les perceptions négatives d'une organisation lorsque les résultats, une fois connus, semblent incompatibles avec cette politique. Les Ligues membres doivent faire preuve de cohérence dans la gestion des cas avérés d'inconduite et ne pas privilégier le développement professionnel au détriment du développement holistique du joueur lorsque ces deux objectifs entrent en conflit. En définitive, les Ligues membres doivent se demander quel message elles envoient à toutes les parties prenantes dans le cadre de la mesure corrective mise en œuvre.

Selon la LCH et les Ligues membres, nous comprenons que les mesures correctives prises au hockey, lorsqu'il s'agit d'une dynamique d'équipe, sont complexes et nécessitent des considérations différentes de celles qui s'appliquent, par exemple, à un milieu de travail. D'après notre expérience, lorsqu'une plainte est déposée dans un milieu de travail, le rapporteur/plaignant souhaite que des mesures correctives sérieuses soient prises si la plainte est fondée. Nous comprenons que cela peut être différent au sein des Ligues membres où nous avons été informés que les joueurs sont réticents à l'idée de signaler (ou d'enquêter sur) des incidents d'inconduite parce qu'ils craignent que des sanctions puissent avoir un impact sur eux individuellement ou collectivement, ce qui pourrait finalement avoir une incidence sur leurs propres perspectives d'évolution. Nous avons également entendu que les joueurs hésitent à dénoncer un coéquipier qu'ils considèrent comme un membre de la famille ou un ami proche. Bien que ces sentiments soulèvent des préoccupations au sujet de la culture existante et qu'ils devraient être examinés dans le cadre d'un changement culturel plus large au sein de la LCH et des Ligues membres, du temps devrait être consacré, dans cette optique, à une discussion avec des experts sur cette question et avec les joueurs pour savoir comment ils pensent que les actes d'inconduite devraient être gérés, afin que le résultat soit juste et cohérent de sorte que le signalement se produise réellement et que l'inconduite soit gérée de manière adéquate.

Ces renseignements pourraient être recherchés en formant des comités de joueurs, de sessions de groupe ou d'enquêtes anonymes et confidentielles qui se pencheraient sur cette question complexe. Les renseignements

collectés seraient alors considérés comme faisant partie d'une stratégie de mesure corrective plus importante dans chaque Ligue membre, afin de savoir comment empêcher la sous-déclaration (qui est abordée ci-dessus) et comment appliquer la mesure corrective de manière adéquate comme un outil (parmi d'autres) pour gérer et prévenir l'inconduite.

La mesure corrective peut prendre plusieurs formes. Par exemple, elle peut comprendre (il faut noter que plusieurs points peuvent être combinés) :

- Des excuses verbales ou écrites auprès des personnes ou de l'équipe (ou aux autres parties prenantes concernées).
- Le service communautaire/bénévole ou des activités de sensibilisation auprès d'une organisation liée à l'inconduite.
- Des cours, de la thérapie, des soins de santé/traitement médical ou autres mesures obligatoires à suivre sur une période prédéterminée.
- Les séances d'éducation, de formation à l'empathie ou à la sensibilité en groupes ou en personne avec un expert.
- Des suspensions (individuelles ou collectives pour un nombre déterminé de matchs ou de saisons).
- La perte d'un poste au sein d'une équipe, tel que celui de capitaine d'équipe (de façon permanente ou temporaire).
- Des amendes (individuelles ou collectives).
- Le retrait d'une bourse d'études.
- L'expulsion d'une équipe.
- L'expulsion de la ligue.
- Le signalement du comportement auprès d'une ligue professionnelle.

Les Ligues membres devraient envisager :

- Les types de situations qui pourraient donner lieu à une mesure corrective/disciplinaire particulière.
- La gravité et l'ampleur de cette mesure corrective en fonction de la conduite avérée, compte tenu du contexte ou des facteurs atténuants pertinents.
- Comment assurer la cohérence dans l'application des mesures correctives.
- Comment communiquer ce à quoi les joueurs peuvent s'attendre en cas d'inconduite.

- Comment gérer les problèmes juridiques, de confidentialité ou autres qui se posent lorsque les mesures correctives sont abordées ou rapportées publiquement, en particulier lorsque des mineurs sont concernés.

Outre l'identification de ce qui constitue une mesure corrective appropriée au sein des Ligues membres, chaque ligue doit conserver des données sur les types de plaintes qui ont été déposées ou formulées, les résultats et la mesure corrective appliquée afin de pouvoir établir la cohérence, le caractère raisonnable/proportionnel et décourager l'inconduite ou la gérer de manière appropriée pour résister à l'examen d'un tiers.

De même, les parties prenantes qui commettent une inconduite, l'ignorent ou la tolèrent doivent également être soumises à des sanctions appropriées qui peuvent être rendues publiques (par exemple, le retrait d'un entraîneur, de lourdes amendes, des suspensions d'équipes ou des communiqués dans les médias sociaux sur l'inconduite avérée).

En définitive, pour remédier à cette omission, il faut réviser les dispositions de la politique, ainsi que contrôler et conserver des données et des statistiques sur les mesures correctives prises.

## C. TROISIÈME PARTIE : RÉORGANISER ET RÉAFFIRMER

### MODIFICATIONS RECOMMANDÉES POUR CRÉER UN PROGRAMME DE BIEN-ÊTRE DES JOUEURS PLUS EFFICACE

Comme indiqué dans le présent rapport, les programmes de bien-être des joueurs actuels de chaque Ligue membre offrent de nombreux attributs positifs. Néanmoins, pour créer des programmes de bien-être des joueurs plus efficaces, ces éléments doivent être regroupés dans le cadre d'une stratégie plus large qui comprend l'établissement d'un plan d'action adopté par chaque Ligue membre et basé sur le présent rapport, le Rapport du CEI et les conseils juridiques sur les éléments qui rendent un programme de bien-être « efficace ».

Les Ligues membres doivent se baser sur la notion de perception détaillée dans le Rapport du CEI, qu'elles soient d'accord ou non, il s'agit d'une représentation fidèle de leur situation actuelle. Pour rappel, si la perception d'une culture intégrée, systémique ou nocive au sein de la LCH ou de l'une des Ligues membres existe déjà, que ce soit en interne ou en externe, alors, des préoccupations concernant l'inconduite qui n'ont pas été traitées de façon appropriée. Il est impératif que la LCH comprenne d'où vient cette perception. Ce n'est qu'une fois que cela est fait que cette question de perception pourra être considérée comme un facteur parmi d'autres dans leur analyse globale. D'autres facteurs qui peuvent aider à déterminer l'efficacité d'un programme comprennent l'analyse des rapports de plaintes d'une année à l'autre, les types de plaintes, la façon dont les rapports ont été effectués

(c'est-à-dire oralement, via un numéro 1-800, via l'application HONE ou via un autre mécanisme de signalement en ligne ou par écrit). Des mécanismes à l'échelle de l'organisation, tels que des enquêtes anonymes, des audits environnementaux et des tables rondes avec les parties prenantes peuvent également fournir des éclaircissements sur l'efficacité réelle d'un programme.

Enfin, il convient de se demander si les programmes actuels favorisent la diversité dans la prise de décision et si une organisation accepte d'autres voix et perspectives sur le programme de bien-être des joueurs. Par exemple, les femmes ou les individus appartenant à d'autres groupes en quête d'équité ont-ils un rôle consultatif avec pouvoir de décision, sont-elles invitées à donner leur avis ou leur contribution est-elle sollicitée sur la question du bien-être des joueurs? Voilà toutes les considérations préalables à examiner avant de s'embarquer dans l'élaboration d'un plan de regroupement et d'amélioration de ce qui existe déjà pour créer un programme de bien-être des joueurs plus efficace.

**MESURE 1 - EXIGENCES D'AVANT SAISON**

**Une note sur la structure organisationnelle de la LCH et des Ligues membres**

Compte tenu de la structure actuelle de la LCH et des Ligues membres, chaque Ligue membre devrait garantir une uniformité substantielle en ce qui concerne la politique linguistique adoptée, la procédure de plainte/rapport de base à suivre et les résultats. L'objectif est d'établir une cohérence entre les programmes de bien-être des joueurs, les Ligues membres et la LCH, même si les fournisseurs de services diffèrent.

En tenant compte du fait qu'il existe actuellement certaines activités de la semaine d'orientation liées à la formation et à la prévention des inconduites, dans le cadre des nouveaux programmes de bien-être des joueurs, les Ligues membres devraient mettre en œuvre et adopter une procédure de présaison mise à jour. Cette procédure doit être cohérente entre les Ligues membres dans la mesure où elle est composée des éléments suivants :

1. **Modification des politiques dans le cadre des programmes de bien-être des joueurs**

Les Ligues membres devraient reformuler et repenser leurs politiques existantes afin de créer une politique essentiellement uniforme qui tienne compte des éléments et des omissions abordés ci-dessus. La référence à « l'uniformité essentielle » est utilisée pour tenir compte du fait que les Ligues membres peuvent utiliser un langage ou des concepts légèrement différents en fonction des conseils juridiques obtenus, des différences de

juridiction et de législation applicable et en fonction des prestataires de services utilisés sur des questions telles que les rapports et les enquêtes.

Nous comprenons que Hockey Canada fournit à ses organisations membres un code de conduite qui est décrit comme un énoncé de valeurs et d'attentes de haut niveau en matière de conduite. Bien que la LCH ne soit pas une organisation membre de Hockey Canada, elle en est partenaire et chaque Ligue membre devrait adopter et incorporer les mêmes sentiments dans ses politiques[26]. Au-delà de cette mesure, il est recommandé aux Ligues membres d'adopter ou de s'aligner sur les définitions du CCUMS. Ces deux mesures permettront d'éviter toute confusion entre les concepts. Elles permettront également de normaliser les attentes en matière de comportement sous l'égide de la LCH. Cela dit, le CCUMS ne devrait pas être adopté sans tenir compte des omissions qu'elle peut comporter sur des questions telles que le bizutage, l'inclusion des mineurs, le concept d'hébergement et la nécessité de fournir des exemples concrets et pratiques d'inconduite provenant d'organisations de développement du hockey telles que la LHO, la LHJMQ et la WHL. Ces organisations ont accès à une mine d'informations et d'expériences qui pourraient être utilisées pour améliorer les programmes de bien-être des joueurs à l'aide d'exemples pratiques et de renseignements pertinents.

Les politiques doivent être révisées chaque année (par un conseiller juridique spécialisé dans le harcèlement et par un expert en matière d'inconduite dans le hockey) et mises à jour le cas échéant, pour refléter les modifications de la législation, les incidents ou allégations particuliers survenus au cours de l'année écoulée et les mouvements sociaux/culturels qui ont un impact sur tout le monde (comme Black Lives Matter et #MoiAussi). Il devrait y avoir un poste au sein de chaque Ligue membre qui assure la liaison avec la LCH et les autres Ligues membres, avec des responsabilités spécifiques liées aux politiques écrites qui font partie du programme de bien-être des joueurs.

### 2. Contrats des joueurs et formulaire d'acceptation du programme de bien-être des joueurs

Au moment où les offres sont faites aux joueurs (« contrat de joueur »), les Ligues membres doivent également leur donner des copies des politiques mises à jour relatives à l'inconduite, au bien-être des joueurs et aux autres comportements attendus, tant sur la glace qu'en dehors. Comme mentionné ci-dessus, les politiques couvrant les inconduites devraient être condensées en un seul document, modifiées et clarifiées. Ces documents doivent être envoyés par courriel à chaque joueur et à un parent/tuteur; les copies papier doivent également être

[26] Notez que lorsque la langue varie en fonction de la juridiction, les obligations les plus strictes en matière d'inconduite doivent être respectées en tant que norme de conduite attendue.

envoyées par la poste ou par un service de messagerie afin de garantir que les questions d'accessibilité et d'équité ne constituent pas un obstacle pour s'engager dans cette procédure.

Deux documents supplémentaires à signer doivent être joints aux politiques. [27]

### i. Document 1 - le formulaire d'acceptation du joueur

Le premier document est un formulaire d'acceptation du joueur qui confirme que celui-ci et sa famille ont lu les politiques pertinentes et confirment l'intention d'adhérer aux politiques et qu'ils comprennent que cette étape constitue une condition importante pour jouer dans une équipe d'une Ligue membre et de la LCH. Le formulaire d'acceptation du joueur doit également contenir des dispositions explicites contre les représailles et des prévisions claires en termes de types de mesures correctives; mesures pouvant aller jusqu'à l'expulsion de la Ligue membre concernée (le cas échéant) en cas de non-respect du programme de bien-être des joueurs.

### ii. Document 2 - Résumé graphique de signalement des inconduites et formulaire d'acceptation

Le second document intitulé Résumé graphique de signalement des inconduites et formulaire d'acceptation, doit présenter les parties prenantes concernées, les postes spécifiques et les personnes au sein de chaque Ligue membre chargées de faire respecter le programme de bien-être des joueurs ainsi qu'une infographie étape par étape de la façon dont les plaintes ou les rapports sont effectués (c'est-à-dire des renseignements sur les mécanismes de signalement existants, notamment les numéros 1-800, par courriel à une adresse particulière ou via l'application HONE ou une similaire). Ces deux documents doivent être référencés dans la politique de bien-être des joueurs et dans le contrat du joueur, car ils requièrent la signature d'acceptation du joueur dans le cadre des conditions de participation à une Ligue membre.

Une version du document 2 devrait être modifiée sous forme d'affiche et placée dans un endroit visible dans le vestiaire de chaque équipe ainsi que sur le site Web de la LCH et de chaque Ligue membre.

En tant que parties prenantes, les familles de pension devraient recevoir une version similaire des documents qui spécifie la conduite attendue de la part de la famille de pension et qui contient un langage explicite sur la tolérance d'une conduite contraire à celle indiquée dans le programme de bien-être des joueurs.

[27] Notez que les acceptations de conduite des joueurs sont déjà fournies par la LHO et la LHJMQ. Ces documents doivent être reformulés comme indiqué ci-dessus.

Un joueur ne devrait pas être autorisé à s'entraîner ou à passer du temps sur la glace avant que les deux documents susmentionnés ne soient reçus par le destinataire désigné de la Ligue membre qui supervise le programme de bien-être des joueurs.

### 3. Formation

Une fois que le contrat du joueur et les deux documents d'acceptation du programme de bien-être des joueurs sont fournis au joueur et à sa famille, puis signés et renvoyés à la Ligue membre, la prochaine étape à suivre est de former les joueurs (et les autres parties prenantes) pendant la présaison à la conduite attendue et aux politiques et procédures qui relèvent de chaque programme de bien-être des joueurs.

#### i. Formation approfondie et formation au contenu

Essentiellement, l'objectif de la formation est que, pendant la semaine d'orientation, avant toute activité sur glace, chaque entraîneur, chaque équipe et chaque joueur d'une Ligue membre assiste à une session en personne/par vidéoconférence dirigée par un expert en matière d'inconduite (pas seulement un expert en hockey, mais quelqu'un qui possède une expertise dans les domaines du sport et de l'inconduite). Cette session comprend des scénarios basés sur des événements réels qui interpellent et éduquent les joueurs sur l'inconduite, notamment une conduite qui peut constituer des représailles pour avoir participé au programme de bien-être des joueurs. Le point important de cette formation doit être l'accent mis sur la modélisation du comportement (c'est-à-dire que les joueurs sont des modèles et ils doivent se comporter comme tels), le message étant qu'on ne peut accepter ni tolérance ni témoins passifs en matière d'inconduite. Les exemples concrets de l'impact de l'inconduite sur le temps passé par un joueur dans l'équipe et potentiellement sur sa future carrière (comme on l'a vu dans des cas récents dans les médias) sont également importants pour la formation.

L'objectif est de fournir aux joueurs les outils nécessaires pour reconnaître une inconduite, qu'elle soit subie par un joueur ou qu'elle soit observée. L'élément clé de la formation doit être la réitération de l'importance des passants dans la prévention de l'inconduite, car il est entendu que lorsque les témoins sont actifs et non passifs dans leurs réponses, cela peut dissuader ou prévenir les inconduites.

Le même principe s'applique aux entraîneurs. Les entraîneurs doivent comprendre clairement ce que représente un coaching éthique, une inconduite, une tolérance et surtout, donner le ton depuis le sommet, étant donné leur pouvoir positionnel sur les joueurs. Les entraîneurs doivent également comprendre ce qui se passera s'ils ne donnent pas suite de manière appropriée à un problème, notamment l'impact négatif sur les joueurs du point de vue du bien-être, les risques juridiques et de réputation qui pourraient découler d'une mauvaise gestion des

plaintes ou de l'inaction, etc. Les entraîneurs, en tant que parties prenantes clés, sont plus susceptibles de prendre des mesures pour traiter correctement les cas d'inconduite s'ils sont conscients des répercussions et des conséquences de leur passivité.

### ii. Formation à la procédure et aux résultats

Il convient ensuite de discuter de la procédure à suivre pour signaler une inconduite éventuelle et de ce à quoi les joueurs peuvent s'attendre en cas d'enquête liée à une inconduite (notamment la façon dont les notions d'anonymat et de confidentialité doivent être traitées).

La dernière partie de la formation doit se concentrer sur l'assimilation par les joueurs et les entraîneurs des conséquences d'une inconduite ou d'un comportement tolérant à l'égard d'une inconduite. Il serait utile de disposer de statistiques et d'infographies anonymes pour cette partie de la formation afin que les participants aient une bonne compréhension des conséquences et des résultats.

Notez qu'une fois ces premières séances d'entraînement de présaison terminées, chaque équipe doit se charger de programmer un contrôle au cours de la saison et certainement avant la saison suivante. Les équipes doivent être conscientes de l'obligation d'assurer la formation et le recyclage des joueurs qui sont appelés ou échangés au sein de chaque Ligue membre. Cette formation complémentaire peut prendre la forme d'une session de recyclage en ligne en direct (similaire à celle décrite ci-dessus, mais plus courte), d'un test à choix multiples, d'une session en direct de type « dans les vestiaires » sur des questions pratiques (sous la direction d'un expert en la matière) ou d'une séance de questions-réponses avec un expert en la matière.

Les Ligues membres doivent également envisager de former et de recourir à des personnes perçues comme influentes dans l'équipe telles que les capitaines d'équipe ou les anciens membres de l'équipe qui sont considérés comme des leaders ou des modèles lors des séances d'entraînement avec les joueurs à différents moments de la saison. Ces sessions pourraient être thématiques et limitées dans le temps; elles pourraient également fournir des exemples concrets et pratiques sur le hockey qui peuvent être négligés par ceux qui sont considérés comme des experts et qui ne possèdent aucune expérience actuelle/récente dans une Ligue membre. À chaque occasion, les Ligues membres devraient examiner la façon dont elles peuvent renforcer l'idée que les joueurs sont des modèles et que ceux qui adoptent des comportements appropriés sont traités comme des leaders dans les Ligues membres.

### 4. Mise à disposition des informations au public, suivi et identification du responsable du bien-être

#### i. Mise à jour du site Web

La LCH et les Ligues membres devraient immédiatement améliorer leurs sites Web existants pour y inclure une page mettant en exergue les composantes de leur programme de bien-être des joueurs. L'objectif étant de permettre aux joueurs et autres dépositaires d'accéder facilement aux politiques, procédures et programmes pertinents qui constituent le programme de bien-être des joueurs sur le site Web de chaque Ligue membre et sur le site Web de la LCH.

Il est très important que les sites Web comportent un bouton ou un onglet de signalement d'inconduite clairement identifié qui peut être facilement repéré et utilisé, ainsi que des détails sur la façon de signaler un cas et les « prochaines étapes » prévues si une personne dépose un rapport. La transparence du processus est nécessaire pour instaurer la confiance et encourager les parties prenantes à se mobiliser et à signaler leurs préoccupations.

#### ii. Gestion d'agenda

Les Ligues membres devraient adopter un système normalisé de gestion d'agenda/de « rappel » qu'elles peuvent utiliser pour rappeler et rationaliser les processus administratifs décrits ci-dessus.

L'objectif est de rendre ces étapes uniformes et automatisées dans la mesure du possible et de veiller à ce qu'il y ait reddition de comptes pour obtenir tous les documents requis avant la saison de hockey et ensuite à divers moments de la saison de hockey (à déterminer). Comme indiqué ci-dessus, l'objectif est d'élaborer des pratiques normalisées afin que les joueurs sachent à quoi s'attendre et quand s'y attendre, année après année. L'engagement envers le programme doit être clair et les délais doivent être respectés. Les équipes qui ne respectent pas les délais doivent faire l'objet d'amendes ou de suspensions administratives jusqu'à ce que tous les documents soient reçus et que la formation soit confirmée comme étant terminée.

#### iii. Assurance qualité et responsable du bien-être

Chaque Ligue membre doit nommer un responsable du bien-être qui est responsable de l'administration centrale et de l'assurance qualité de son programme de bien-être des joueurs. Plus précisément, le responsable du bien-être agirait comme un contrôle de processus global pour s'assurer que les équipes/entraîneurs ont fourni le contrat de joueur approprié et les formulaires de reconnaissance (comme indiqué ci-dessus). Ce poste sera chargé de veiller à ce que les documents soient examinés et signés dans le cadre d'un processus de formation (au départ, au moment de l'achat et pour le recyclage).

Le responsable du bien-être veillera également à ce que des enquêtes soient menées auprès des participants à la suite de la formation et à ce que la rétroaction soit recueillie et exploitée, le cas échéant.

Cette position sera portée à la connaissance de toutes les parties prenantes et sera facile à trouver sur le site Web de chaque Ligue membre. Ce responsable du bien-être devrait relever d'un poste similaire au sein du LCH (le « coordonnateur du bien-être du LCH »). Compte tenu de la structure organisationnelle actuelle, le coordonnateur du bien-être de la LCH n'aurait pas la capacité de faire appliquer les programmes dans les Ligues membres ou de prévoir des sanctions en cas de non-respect des engagements, mais il s'agit tout de même d'une fonction importante. Le coordonnateur du bien-être de la LCH devrait être responsable du suivi des programmes et des mesures de bien-être dans les Ligues membres afin de créer une base de données qui puisse être utilisée pour comprendre les types de problèmes qui ont une incidence sur chaque programme de bien-être des joueurs.

**MESURE 2 - ÉDUCATION PERMANENTE SUR LE BIEN-ÊTRE**

Une fois que la semaine de présaison/orientation a eu lieu, chaque équipe devrait être mandatée pour participer à des programmes d'éducation permanente sur le bien-être, nouveaux ou établis, tels que ceux relatifs au soutien des joueurs (c'est-à-dire la santé mentale, la prévention du suicide, la prévention du harcèlement sexuel, des abus et de la violence, la promotion de la diversité et de l'inclusion, les ateliers sur la lutte contre le racisme et l'oppression et le mentorat [« Éducation permanente sur le bien-être »]).

Les Ligues membres établiront ce qui pourrait être considéré comme un menu d'options parmi lesquelles chaque équipe pourrait choisir, ainsi que le nombre minimal d'heures ou de programmes que chaque équipe doit respecter sur une base mensuelle ou annuelle.

Les Ligues membres devraient mettre en place un système d'autosignalement en ligne, dont la responsabilité serait confiée à l'entraîneur de chaque équipe d'une Ligue membre et qui serait communiquée au responsable du bien-être.

Le non-respect de cette partie du programme entraînerait des sanctions pécuniaires ou des suspensions d'équipe, tel que déterminé par les commissaires et communiquées au public (selon ce qui est jugé approprié) jusqu'à ce que les programmes soient terminés.

**ASSURER UNE PERFORMANCE OPTIMALE PENDANT ET APRÈS LA SAISON**

Une fois les éléments requis établis pour participer à la Ligue membre, qu'une formation appropriée a été fournie et que des programmes de formation continue supplémentaires ont été mis en œuvre pour continuer à promouvoir le bien-être et à améliorer l'expérience des joueurs, les Ligues membres doivent déterminer si les mesures prises ont été efficaces et le demeurent en ce sens qu'elles ont établi un programme de bien-être des joueurs efficace.

Comme nous l'avons vu plus haut, l'efficacité peut être déterminée de plusieurs façons, mais la création et la sauvegarde de paramètres sont essentielles à cette détermination. Il est difficile de déterminer si une organisation a progressé ou s'est améliorée de manière significative s'il n'existe pas de points de comparaison (internes ou externes) ou de mesures d'une année sur l'autre.

Si possible, les processus doivent être automatisés. Certains de ces processus peuvent être très simples, comme les feuilles de présence qui sont conservées par voie électronique à titre de registre des dates de formation et des participants, et d'autres processus peuvent nécessiter effort plus important en amont, comme la création d'enquêtes de rétroaction après l'exécution ou la mise en œuvre d'une formation ou d'un programme à l'intention des parties prenantes qui sont fournies de façon uniforme à la fin d'une séance et les attentes à l'égard de l'achèvement sont communiquées aux participants.

Au-delà de ces étapes, les Ligues membres devraient procéder à un sondage annuel ou semestriel sur les questions qui seraient soulevées dans le cadre des programmes de bien-être des joueurs. Les questions doivent être axées sur les expériences des joueurs concernant spécifiquement le bizutage, le harcèlement/les brimades, les abus et violences sexuels, la discrimination, l'expérience des témoins et la déclaration/sous-déclaration. Les enquêtes/sondages doivent tenir compte de la connaissance de seconde ou troisième main des préoccupations au sein d'une Ligue membre. Ces renseignements pourraient être recherchés à différents moments, par exemple, en début de saison, en fin de saison, au moment d'un achat ou d'une fin de contrat, puis analysés pour dégager des tendances ou des préoccupations. Une fois ces renseignements obtenus, des efforts doivent être déployés pour interpréter les données et s'assurer qu'il n'y a pas de préoccupations (ou de préoccupations perçues) nécessitant une intervention immédiate de la part d'une Ligue membre.

Un autre aspect impératif pour déterminer l'efficacité est la tenue de statistiques et de mesures sur les plaintes, y compris le nombre de plaintes reçues par chaque Ligue membre ou par la LCH, la méthode de signalement, le type de plainte (inconduite expérimentée, inconduite observée, inconduite tolérée)., le processus (c.-à-d. la

médiation, l'enquête, le règlement rapide) et les résultats (c.-à-d. les mesures prises, notamment les mesures correctives et disciplinaires mises en œuvre).

Ces données doivent être collectées, analysées/organisées, traitées et conservées par une Ligue membre (par le responsable du bien-être). Elles doivent également être anonymisées et consolidées dans les statistiques de la LCH par le coordonnateur du bien-être de la LCH. Ces mesures doivent être comparées aux résultats des sondages anonymes ainsi qu'à ceux de l'année précédente. Il peut être nécessaire de prendre des mesures si les résultats semblent incongrus (c.-à-d. un contrôle du bien-être sous la forme d'un audit des joueurs par un tiers indépendant, une formation accrue ou un type spécifique de formation [notamment une formation ciblant des équipes, des entraîneurs ou des joueurs en particulier], des enquêtes lancées par l'organisation, etc.).

## 3 HARMONISATION DES RECOMMANDATIONS ET COMMENTAIRES SUR LE RAPPORT DU CEI

Comme indiqué ci-dessus, 13 recommandations ont été formulées dans le Rapport du CEI. Turnpenney a fait des commentaires ou a donné son point de vue sur chacune d'elles. Notez, ci-dessous, que certaines des recommandations du CEI ont été tronquées ou paraphrasées par Turnpenney et que les textes en italique représentent ses commentaires sur la recommandation pour indiquer si elle a été traitée dans le présent rapport et si non, pourquoi :[28]

**Recommandation no 1 - Changer la culture de la LCH et des Ligues membres par des stratégies globales qui vont au-delà des politiques et des procédures. Cela impliquerait un changement structurel, comportemental et politique. Ces changements nécessiteraient des engagements de la part des parties prenantes, notamment la participation à des activités d'éducation et la lutte contre l'inconduite hors glace. La clé de cette recommandation est la centralisation des mesures au sein de la LCH et de tenir les détenteurs du pouvoir responsables, car ils doivent être perçus comme agissant sur les problèmes signalés en temps opportun et de manière conséquente.**

*La recommandation no 1 ne reflète pas la structure légale et organisationnelle actuelle de la LCH et des Ligues membres. Comme indiqué ci-dessus, les politiques et les programmes n'ont pas été, et ne sont pas, mis en œuvre au niveau de la LCH. La LCH n'a actuellement aucune autorité sur les Ligues membres. Plutôt que de se concentrer*

[28] Le texte original du CEI doit être lu en même temps que le présent rapport. Les recommandations sont traitées en résumé aux pages 7 à 10 du Rapport du CEI.

*sur la création d'une LCH centralisée ayant autorité sur les Ligues membres, l'objectif immédiat devrait être d'identifier et de remédier aux omissions dans le programme de bien-être des joueurs de chaque Ligue membre. En tout état de cause, la recommandation no 1 est traitée plus en détail dans la première partie ci-dessus.*

**Recommandation no 2 - Recourir à des experts en la matière pour traiter de l'inconduite hors glace et de l'encadrement éthique, ainsi que de la manière d'y réfléchir et de l'appliquer. Les entraîneurs et les GM doivent être formés et pouvoir accéder à des ressources en temps réel pour discuter des problèmes de manière confidentielle.**

*Comme indiqué ci-dessus, nous comprenons que les Ligues membres ont déjà des programmes qui traitent de l'encadrement éthique et qu'il existe des soutiens disponibles pour les entraîneurs et les DG dans chaque Ligue membre (comme indiqué dans la deuxième partie). La question de l'amélioration des politiques et de la formation sur l'inconduite hors glace, ainsi que la nécessité d'un processus clair pour traiter cette inconduite, sont abordées ci-dessus dans la troisième partie.*

**Recommandation no 3 - Élaborer une approche de tiers indépendant pour le signalement des mauvais traitements. Il s'agit notamment de fournir aux parties prenantes qui sont victimes de mauvais traitements ou d'inconduite ou qui les observent un numéro de téléphone confidentiel en dehors de la LCH pour signaler les incidents ou les consulter; de nommer ou de retenir les services d'un groupe de travail tiers pour enquêter sur chaque incident signalé; et de donner au président le pouvoir d'identifier (conformément au protocole) et d'imposer des sanctions cohérentes et appropriées.**

*Cette recommandation est formulée plus haut dans la troisième partie. Bien qu'elles ne soient pas faciles à trouver dans le programme de bien-être des joueurs, les Ligues membres ont mis en place des mécanismes de production de rapports, comme indiqué ci-dessus dans la deuxième partie. Les conditions suivantes sont réunies :*

- *l'application HONE et les systèmes de rapport d'incidents (OHL) qui permettent aux joueurs de signaler des incidents de manière anonyme par appel téléphonique, texte ou message sur le Web au personnel de l'équipe, aux administrateurs de la ligue, à la police, aux pompiers ou à certaines ressources indépendantes. Il existe également des ressources de santé mentale et de soutien disponibles par l'entremise de ces voies de signalement;*
- *SportAide (LHJMQ) et le Programme d'aide aux joueurs (LHJMQ) qui mettent un numéro 1-800 à la disposition des joueurs pour les préoccupations ou les plaintes anonymes des joueurs; et*

- *les mécanismes de signalement anonyme du Réseau de sécurité et du Conseil consultatif des joueurs (WHL) qui mettent un numéro 1-800 à la disposition des joueurs* pour les signalements ou les plaintes anonymes, ainsi que des options de message texte et de courriel. *Les plaintes peuvent également être faites par écrit et envoyées au Conseil consultatif des joueurs par courriel.*

*Pour ce qui est des enquêtes, les éléments suivants existent déjà au sein de chaque Ligue membre :*

- *Dans la Ligue de l'Ontario, le Dr Paul Dennis mène des enquêtes indépendantes sur les rapports concernant la sécurité et la conduite des joueurs et fournit les résultats de ses enquêtes à ladite ligue (notamment des recommandations de services soutien et de sanctions au commissaire de la Ligue de l'Ontario).*
- *Dans la LHJMQ, le comité du programme d'aide aux joueurs mène des enquêtes sur les plaintes reçues par l'entremise du numéro 1-800 ou du coordonnateur du programme d'aide aux joueurs. Le comité est indépendant de la LHJMQ et est composé d'un agent de police, d'un travailleur social, d'un avocat, d'un psychologue et d'un ancien de la LHJMQ. Les résultats de l'enquête sont remis au coordonnateur du programme d'aide aux joueurs qui recommande au commissaire de la LHJMQ les prochaines étapes en matière de sanctions et de soutien. Le Comité de protection de l'intégrité de SportAide mène des enquêtes sur les plaintes qu'il reçoit et procède à des audiences impartiales, puis présente des conclusions et des recommandations de sanctions et de soutien au commissaire de la LHJMQ.*
- *Dans la WHL, l'agent de sécurité réseau mène des enquêtes indépendantes sur les rapports faits par l'intermédiaire du réseau de sécurité ou des agents de liaison des clubs concernant la sécurité et la conduite des joueurs et fournit les résultats à la Ligue membre, notamment des recommandations pour des services de soutien et des sanctions. Le Conseil consultatif des joueurs examine les plaintes des joueurs qu'il reçoit et soumet ses conclusions au commissaire de la WHL qui détermine ensuite si des sanctions ou des services de soutien sont applicables.*

**Recommandation no 4 - Élaborer un registre des risques, administré par la LCH, retraçant tous les incidents de manière anonyme et analyser mensuellement afin de reconnaître les tendances et d'intervenir pour régler les problèmes en temps opportun et prévenir de futurs incidents. Cela permettra également à la LCH de gérer les risques et elle aura des événements documentés, ainsi que des actions de suivi.**

*Cette recommandation est formulée plus haut dans les deuxième et troisième parties. Bien que des mesures immédiates doivent être prises au cours de la saison 2022-2023 pour le suivi des mesures au sein de chaque Ligue*

*membre, des systèmes sont actuellement en place pour enregistrer et suivre toutes les plaintes et préoccupations reçues de façon anonyme dans chaque Ligue membre.*

**Recommandation n° 5 : un protocole unique sur l'inconduite hors glace applicable à l'ensemble de la LCH doit être élaboré. Il doit être clair et précis. Il doit définir en quoi consiste l'inconduite hors glace, en fournir des exemples, identifier les étapes d'une procédure de signalement ainsi que les personnes à qui s'adresser, identifier les éléments à prendre en compte dans le cadre d'une éventuelle enquête et les mesures disciplinaires. Cela permettra à la LCH, aux membres du groupe de travail indépendant et au président de la LCH de traiter de manière uniforme tous les cas de maltraitance. Les sanctions doivent être formalisées comme dans les cas d'inconduites physiques sur la glace afin d'identifier la sanction à imposer pour certains comportements.**

*Cette question est amplement abordée ci-dessus dans la troisième partie. Un protocole unique applicable à l'ensemble de la LCH n'est pas nécessaire pour remédier aux manquements relevés dans chaque programme de bien-être des joueurs présenté dans ce rapport. Pour les raisons évoquées ci-dessus, l'application d'une politique unique à toutes les trois ligues membres peut ne pas être possible ou réalisable aujourd'hui. Il devrait cependant être possible de mettre en place des politiques similaire dans le fond qui constitueraient le noyau des programmes de bien-être des joueurs, en cela compris des définitions communes, un langage clair sur l'inconduite hors glace, la présentation d'exemples pratiques d'inconduite et la mise en exergue des processus pertinents en matière de signalement et d'enquête tout en traitant des sanctions en cas d'inconduite avérée.*

**Recommandation n° 6 : Les politiques et procédures doivent être régies par la LCH et doivent être cohérentes dans l'ensemble des trois ligues. Elles doivent être rédigées d'une manière accessible à l'utilisateur et sous une forme appropriée. Les politiques doivent être numérotées et répertoriées dans une grille représentant la partie prenante à laquelle elles s'appliquent, elles doivent fournir des définitions et des exemples d'inconduite et présenter un processus cohérent de signalement. Les concernés doivent avoir le choix entre un signalement en interne ou auprès d'une tierce partie externe/indépendante. Les joueurs, les parents et les officiels doivent subir un programme de formation de base à l'échelle de la LCH qui soit conforme à ce qui est exigé des entraîneurs, des billettistes et des directeurs généraux. Une certification annuelle est requise. Les programmes éducatifs doivent comprendre des discussions ouvertes dans un cadre informel et de manière fréquente, la**

**sensibilisation sur la maltraitance, les politiques et les protocoles, ainsi que les comportements à dénoncer et la procédure y afférente. Les programmes de sensibilisation doivent avoir lieu plus d'une fois par an.**

*Cette recommandation est réitérée ou intégrée à d'autres recommandations du rapport de l'IRP et est abordée plus haut dans la deuxième et la troisième partie. Dans ce rapport, Turnpenney explique comment les ligues membres pourraient reformuler et réviser ce qui existe actuellement. Nous reconnaissons qu'il existe déjà un programme de formation pour les joueurs, les familles et les officiels. Il existe également plusieurs programmes de sensibilisation :*

- *dans le programme Talk Today* de la LHO, d'ONSIDE, de Respect in Sport, et du Comité de communication;
- *dans la LHJMQ, le Programme de soutien aux joueurs, Respect in sport et Talk Today; et*
- *dans la LHOu, le programme Players First Support Services, le programme Talk Today, le programme Respect in Hockey, le programme Respect et sport et le programme Player Impact.*

**Recommandation n° 7 : Afin d'améliorer ses politiques et procédures relatives à l'inconduite hors glace, la LCH doit (a) mettre en œuvre un ensemble de politiques et procédures standard applicables aux trois ligues.** Mettre sur pieds un comité de politiques et procédures constitué de représentants de chaque ligue; b) fournir des définitions claires et simples avec des exemples d'inconduite hors glace pour illustrer exactement de quoi il est question; c) appliquer les UCCMS de Sport Canada et la loi dans le cadre des politiques de la LCH; d) accorder une place à l'accompagnement en matière d'éthique; e) être bien organisée et facilement accessible : numérotée avec un tableau au début et un index; f) sensibiliser sur les politiques et les procédures et mettre en place une formation continue et des activités pratiques sur les concepts (c'est-à-dire, travailler dans le cadre de programmes d'accompagnement); g) utiliser un langage et un format facilement accessibles sur un média adapté à la partie prenante. **La LCH et chaque ligue doivent poster des politiques normalisées sur leur page d'accueil; h) faire une distinction selon l'âge et s'assurer que les politiques et procédures spécifiques aux mineurs sont prises en compte; i) établir une politique de dénonciation à l'échelle de la LCH pour permettre aux acteurs et aux spectateurs de signaler de manière anonyme les cas d'inconduite hors glace et d'apporter leur soutien si nécessaire; j) les politiques doivent être des documents évolutifs revus et actualisés chaque année sur la base de toute nouvelle information apprise au cours de l'année écoulée et toute nouvelle exigence légale. Mettre**

**en place un programme de sensibilisation sur les nouvelles politiques et procédures révisées pour une meilleure compréhension et pour inciter à l'action.**

*Cette recommandation est réitérée ou intégrée dans d'autres recommandations de l'IRP et abordée ci-dessus dans la deuxième et la troisième partie.*

**Recommandation n° 8 : La LCH doit renforcer et mettre à profit son partenariat avec Hockey Canada pour contribuer à la protection des joueurs contre la maltraitance. La LCH doit être sous l'égide de Hockey Canada en ce qui concerne les politiques, procédures et programmes de sensibilisation et doit adopter/exploiter les politiques de Hockey Canada pour ne pas avoir à recommencer le travail. Un code de conduite universel pour le hockey devrait être élaboré en conformité avec celui de Hockey Canada. Un effort coordonné et une approche uniformisée aux questions liées à la maltraitance apporteront plus de cohérence dans le langage et l'approche des joueurs dès leur première séance d'entraînement jusqu'à la LCH et les U-20.**

*Compte tenu de la structure actuelle de la LCH et des ligues membres, Turnpenney ne saisit pas entièrement le bien-fondé de cette recommandation. Même si la LCH et ses ligues membres devraient en bénéficier, notamment en termes d'utilisation de définitions normalisées ou universelles de l'inconduite et de la cohérence pour ce qui est des conséquences des cas d'inconduite, ces questions peuvent être traitées par la LCH et les ligues membres comme expliqué tout au long de ce rapport.*

**Recommandation n° 9 : Compte tenu de la culture généralisée au sein de la LCH et de l'écart entre les politiques et procédures et les programmes de formation, un programme formel de formation et de sensibilisation (uniforme dans les trois ligues) sur les politiques et procédures doit être élaboré avec l'aide des experts. Ce programme de formation et de sensibilisation devrait comprendre :**

a. **La mise en œuvre d'une stratégie uniforme d'implémentation pour un sport sécuritaire à l'échelle de la LCH**
b. **Une formation uniformisée sur le sport sécuritaire abordant toutes les formes de maltraitance doit être dispensée à l'échelle de la LCH (à défaut, les programmes peuvent être adaptés pour chaque ligue)**
c. **Proposer des méthodologies appropriées au besoin/sujet, entre autres, la participation des experts externes, la formation en ligne, en présentiel, etc.**
d. **Les programmes liés à la communication et aux autres compétences interpersonnelles seront intégrés aux programmes de formation à l'intention de l'ensemble des acteurs**
e. **Le programme de formation destiné à l'ensemble des participants doit examiner les impacts de la maltraitance des joueurs et la responsabilisation du spectateur**
f. **Les programmes de formation doivent être adaptés à l'âge des participants et doivent se présenter sur divers supports, avec des définitions et des exemples d'inconduite hors glace**

g. **Les programmes de formation doivent être harmonisés : les joueurs ou les parents ne bénéficient pas pour le moment de certains programmes qui devraient être inclus afin d'uniformiser le langage utilisé à l'échelle de la LCH**.
h. **Les évaluations périodiques et le renouvellement annuel de la certification pour certains programmes permettront aux bénéficiaires de comprendre et de retenir les enseignements en vue d'une mise en œuvre future.**
i. **Pour être adéquats, les programmes de sensibilisation devront prévoir des communications et des échanges réguliers sur les questions relatives notamment à la maltraitance hors glace et à la promotion d'une culture d'équipe saine (à travers les discussions dans les vestiaires et la sensibilisation lors d'activités d'entraînement comme la supériorité numérique ou encore la mise en échec)**
j. Une affiche du code universel de la LCH sera placée dans chaque vestiaire pour souligner les points que les entraîneurs doivent aborder de manière régulière et informelle au cours des entraînements.
k. **La mise au point d'un programme de plaidoyer pour la promotion du leadership et la sensibilisation. La prévention et l'intervention valent bien mieux que la réparation.**
l. **L'institution d'un programme de mentorat pour permettre aux joueurs plus âgés d'accompagner et d'encadrer les plus jeunes.**

*Cette recommandation a été formulée plus haut, dans la troisième partie, et est amplement incorporée aux autres recommandations.*

**Recommandation n° 10 - L'engagement des joueurs est impératif pour le développement et à la mise en œuvre de politiques, procédures et programmes d'éducation et de sensibilisation clairs, réalistes et axés sur la sécurité des joueurs.** Mise sur pied d'un « tableau des champions », en collaboration avec des représentants des joueurs, afin d'encourager les joueurs à s'impliquer dans l'élaboration des politiques, procédures et programmes de formation visant à les protéger contre la maltraitance, et pour transmettre les informations à leurs équipes. **Cette démarche permettra de démontrer l'engagement de la LCH dans la lutte contre la maltraitance et la prise en compte des opinions des joueurs et favorisera l'amélioration de la culture si la LCH, les propriétaires, les directeurs généraux et les entraîneurs y adhèrent sérieusement.**

*Bien qu'elle puisse au bout du compte contribuer positivement à un programme de bien-être des joueurs, l'instauration d'un tableau des champions doit être précédée d'un travail de fond, tel que proposé plus haut, dans la troisième partie. Pendant ce temps, les capitaines et les leaders pressentis au sein de l'équipe ou de la ligue des membres (actuels et anciens) pourront être mis à contribution pour animer de petites formations de recyclage (préparées par les entraîneurs ou les experts) tout au long de la saison, comme suggéré dans la troisième partie.*

**Recommandation n° 11 - La LCH doit recueillir des données et mettre au point un système pour identifier les possibilités d'amélioration, mesurer les progrès et guider l'élaboration des programmes, politiques et**

**procédures de prévention, de communication, d'éducation et de sensibilisation. Les informations ainsi recueillies seront analysées pour dégager les tendances, permettre une intervention rapide et anticiper sur les problèmes grâce à une formation appropriée et à l'adaptation des programmes généraux. Pour ce faire, il faudra :**

- **Mener des enquêtes anonymes auprès des parties prenantes.**
- **Les enquêtes doivent être menées dans le cadre du recrutement ou du départ, et ce chaque année.**

**Les données provenant du registre des risques, des rapports d'incidents, des services d'écoute et du tableau des champions doivent également être utilisées dans le cadre du système de surveillance et d'amélioration continue.**

*Cette recommandation est abordée plus haut dans la troisième partie.* Comme proposé plus haut, chaque ligue membre devra adopter un système général pour le suivi des indicateurs, l'évaluation des progrès et l'estimation du besoin d'amélioration. *La création de programmes fiables et efficaces dédiés au bien-être des joueurs dans chaque ligue membre nécessite la recherche et l'obtention permanentes d'informations à jour et pertinentes sur les questions liées à cette thématique.*

**Recommandation n° 12 - La LCH doit mettre en place une structure formelle responsable de la sécurité des joueurs à l'échelle de la ligue. Un poste dédié sera créé au sein de chaque ligue et de chaque équipe et placé sous la supervision directe de la LCH. La LCH doit désigner une personne qui sera chargée des cas d'inconduite hors glace et de la mise en œuvre d'une approche intégrée et coordonnée à l'échelle de la LCH. Cette personne s'occuperait des questions relatives à la sécurité de tous les joueurs, notamment des politiques, des procédures, de la formation et de la sensibilisation normalisées à l'échelle de la LCH. Elle s'occupera par ailleurs de la collecte les données à l'échelle de la LCH, de l'analyse du suivi et de l'amélioration continue. L'analyse permettra de mettre à jour les programmes de formation, de prévention, d'intervention, etc. Chaque ligue devrait également avoir en son sein un représentant chargé de la sécurité des joueurs.**

*Cette recommandation est abordée plus haut dans la deuxième et la troisième partie. Il ne nous échappe pas que les questions relatives à la sécurité des joueurs sont actuellement traitées au niveau des ligues membres. La LHJMQ a déjà un directeur des services aux joueurs qui s'occupe de la sécurité des joueurs.* Nous recommandons la création au sein de chaque ligue membre d'un poste similaire, et plus large, chargé à la fois de diriger et de superviser le programme de bien-être des joueurs de la Ligue de hockey de l'Ontario, de la LHJMQ et de la Ligue de l'Ouest.

**Recommandation n° 13 - La LCH doit vulgariser les conclusions du rapport de l'IRP auprès de ses membres. Tous les dirigeants recevront ainsi un message cohérent en vue du changement de culture.**

*Nous ne ferons aucun commentaire particulier sur cette recommandation, sauf pour dire qu'un engagement public en faveur du bien-être des joueurs et d'un changement de culture représenterait une étape positive pour la LCH et les ligues membres. Le moment est indiqué pour se consacrer à l'adoption, de haut en bas, du ton approprié, tant au niveau des ligues membres que des joueurs. La responsabilité individuelle et d'équipe doit être renforcée et la mise au point de programmes fiables et efficaces pour le bien-être des joueurs peut sans doute être le début de l'édification des parties prenantes.*

## 4 REMARQUES CONCLUSIVES

L'adoption de la Recommandation de Turnpenney et des aspects essentiels des 13 recommandations du rapport de l'IRP devrait apporter des changements positifs pour les joueurs et les parties prenantes. La LCH et les ligues membres doivent garantir l'évolution du joueur sous tous les aspects, dans un environnement sain et sécuritaire, tant sur la glace qu'en dehors. Nous espérons que ce rapport favorisera la mise en place de programmes efficaces pour le bien-être des joueurs de la Ligue de hockey de l'Ontario, de la LHJMQ et de la Ligue de l'Ouest.

_____

Rachel Turnpenney
Enquêtrice en milieu de travail et associée
Turnpenney Milne LLP

N° : 200-06-000258-238

PROVINCE DE QUÉBEC
COUR SUPÉRIEURE
DISTRICT DE QUÉBEC
LOCALITÉ DE QUÉBEC

**CARL LATULIPPE**

Demandeur

c.

**LIGUE CANADIENNE DE HOCKEY**

-et-

***AL.***

Défenderesses

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ORIGINAL

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**PIÈCE**
**PA-5**

Court of Appeal File No. _____
Court File No. CV-20-642705-00CP

**COURT OF APPEAL FOR ONTARIO**

B E T W E E N :

**DANIEL CARCILLO, GARRETT TAYLOR and STEPHEN QUIRK**
Plaintiffs
(Appellants)

- 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
(Respondents)

Proceeding under the *Class Proceedings Act, 1992*

## NOTICE OF APPEAL

**THE PLAINTIFFS APPEAL** to the Court of Appeal from the orders made by the Honourable Justice Perell (the "motion judge"), on February 3, 2023, at Toronto, Ontario.

**THE APPELLANTS ASK** that the orders be set aside and an order be granted allowing the appeal and:

a) Dismissing the defendants' motion to strike the claims against various defendants under Rule 21.01(1)(b);

b) Certifying this action as a class proceeding under the *Class Proceedings Act, 1992*, S.O. 1992, c. 6;

c) In the alternative, remanding the certification motion to the Superior Court to determine whether the certification criteria pursuant to section 5(1) of the *Class Proceedings Act, 1992*, S.O. 1992, c. 6, have been met; and

d) Such further and other relief as counsel may advise and this Honourable Court may permit.

**THE GROUNDS OF APPEAL** are as follows:

1. This proposed class action seeks compensation for former players who experienced abuse and hazing whilst playing within the Canadian Hockey League. It pleads causes of action in systemic negligence, breach of fiduciary duty, and vicarious liability for non-systemic torts.

2. The action was brought against the Canadian Hockey League ("CHL"), its three Member Leagues – the Ontario Hockey League ("OHL"), Western Hockey League ("WHL"), and the Quebec Major Junior Hockey League ("QMJHL") – and the Teams within each League.

3. The appellants moved to certify the action under the *Class Proceedings Act, 1992*, S.O. 1992, c. 6, on December 7, 2020. On December 30, 2020, the respondents brought a

cross-motion seeking to strike the action as against the Teams for which none of the plaintiffs had played ("the Non-Plaintiff Teams") based on the *Ragoonanan* Principle, and to stay or dismiss the action as against the non-Ontario defendants on the basis that the court lacks jurisdiction over those defendants.

4. Both motions were heard together over four days on November 14 to 17, 2022. The motion judge released his decision on the motions on February 3, 2023.

5. Finding that the court had jurisdiction *simpliciter* over all of the defendants, the motion judge dismissed the jurisdiction aspect of the respondents' motion.

6. The motion judge granted the respondents' motion to strike the claim against the Non-Plaintiff Teams under the *Ragoonanan* Principle on the basis that, as there were no collective causes of action, the proposed representative plaintiffs had no claims against those Teams. The motion judge found, for the same reason, that the cause of action certification criterion was not satisfied and found, for related reasons, that neither of the common issues and preferable procedure criteria were met.

7. The motion judge determined that, in lieu of a certified class action, there ought to be 60 national opt-in joinder actions, one for each Team in the CHL, with an Individual Issues Protocol for the joinder actions, pursuant to ss. 7, 12, and 25 of the *Class Proceedings Act, 1992*. He provided the plaintiffs 120 days to prepare an Individual Issues Protocol, and bring a motion for approval of that protocol, and suspended both the Order denying certification and the Dismissal Order pending the determination of that motion.

**The Motion Judge Erred in Finding No Cause of Action Against the Teams**

8. The motion judge erred in law in finding that the pleading did not disclose viable claims held by the proposed representative plaintiffs against all of the Teams. In particular, the motion judge erred:

(a) In principle, by failing to assess the causes of action in the manner pled by the plaintiffs, as claims made primarily against the CHL, OHL, WHL, and QMJHL (collectively, "the Leagues"), with the Teams as necessary defendants;

(b) In law, in finding that the Teams could not be held liable for the systemic negligence and vicarious liability of the Leagues;

(c) In law, in finding that the Teams could not be held liable for their own negligence in governing the Leagues; and

(d) In principle, by failing to dispose of the plaintiffs' arguments, including arguments concerning the Teams' liability as Directors of the Leagues.

**The Motion Judge Erred in Applying the *Ragoonanan* Principle**

9. The motion judge erred in law in applying the *Ragoonanan* Principle, which states that in a class action, for each defendant, there must be a representative plaintiff with a claim against that defendant. The motion judge applied the *Ragoonanan* Principle to find that the pleading failed to disclose a cause of action against the Non-Plaintiff Teams under Rule 21.01(1)(b) and s. 5(1)(a) of the *Class Proceedings Act, 1992*. The *Ragoonanan*

Principle has been overtaken by Supreme Court of Canada jurisprudence and should no longer be followed.

**The Motion Judge Erred in Refusing to Certify the Action Against the Teams**

10. The motion judge further erred in finding that a class action could not be certified against both the Leagues and Teams.

11. In determining that the s. 5(1)(c) common issues requirement was not met, the motion judge erred in mixed fact and law in finding that class members' claims against the Teams did not raise common issues.

12. In determining that the s. 5(1)(d) preferable procedure requirement was not met, the motion judge erred:

(a) In principle, by failing to conduct the preferability analysis as directed by binding jurisprudence; and

(b) In mixed fact and law, in finding that class actions are not the preferable procedure in cases concerning systemic negligence resulting in abuse;

13. In determining that the s. 5(1)(e) requirement was not met, the motion judge erred in mixed fact and law in finding that the plaintiffs' litigation plan was not workable.

**The Motion Judge Erred in Declining to Certify an Action Against the Leagues**

14. In the alternative, the motion judge erred in law, in principle, and in mixed law and fact in declining to certify an action against the Leagues alone. In particular, the motion judge erred:

(a) In law in finding that the s. 5(1)(a) reasonable cause of action criterion was not met, despite finding that the pleading disclosed claims in systemic negligence and vicarious liability against the Leagues;

(b) In law in failing, under s. 5(1)(c), to consider the common issues raised by class members' claims against the Leagues;

(c) In principle, under s. 5(1)(d), by failing to consider the preferability of the class action against the Leagues; and

(d) In principle, by failing, under the s. 5(1)(e) representative plaintiff criterion to consider whether the proposed litigation plan was workable for a class action against the Leagues alone.

15. Such further and other grounds as counsel may advise and this Honourable Court may permit.

**THE BASIS OF THE APPELLATE COURT'S JURISDICTION IS:**

1. As this action was commenced on June 18, 2020, s. 30(1) of the *Class Proceedings Act, 1992*, S.O. 1992, c. 6, as it stood prior to amendments made in October 2020, continues to apply, under which the appellants' appeal from the Order denying certification would lie with the Divisional Court.

2. The Dismissal Order is a final order. An appeal from the Dismissal Order therefore lies to the Court of Appeal, without leave, under s. 6(1)(b) of the *Courts of Justice Act*, R.S.O. 1990, c. C.43.

3. As the appellants appeal from both the Order denying certification and the Dismissal Order, the Court of Appeal has the jurisdiction to hear and determine both appeals under s. 6(2) of the *Courts of Justice Act*, R.S.O. 1990, c. C.43.

4. Rule 61 of the *Rules of Civil Procedure*, R.R.O. 1990. Reg. 194

March 6, 2023

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Carcillo et al.
Plaintiff

and

Canadian Hockey League et al.
Defendant

Court File No.: CV-642705-00CP

**COURT OF APPEAL FOR ONTARIO**

Proceeding commenced at Toronto

Proceeding under the *Class Proceedings Act*, 1992

# NOTICE OF APPEAL

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Demandeur

c.

**LIGUE CANADIENNE DE HOCKEY**

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**PIÈCE**
**PA-6**

# PIÈCE PA-6(A)

**CITATION:** Carcillo v. Canadian Hockey League, 2023 ONSC 4983
**COURT FILE NO.:** CV-20-00642705-00CP
**DATE:** 2023/09/01

***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, QUÉBEC 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 ROUYNNORANDA 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*

- *James Sayce, Vlad Calina*, and *Caitlin Leach* for the Plaintiffs.
- *Michael Eizenga, Ashley Paterson, Gannon Beaulne,* and *Nina Butz,* for the Defendants.
- *Crawford Smith*, *Nadia Campion, Carter Liebzeit, Tim Pinos, Kate Byers,* and *Hardeep Dhaliwal* for the Jaw Hockey Enterprises LP c.o.b. Erie Otters, IMS Hockey c.o.b. Flint Firebirds, Saginaw Hockey Club, L.L.C., EHT, Inc., John Doe Corp. A o/a Everett Silvertips Hockey Club, Winterhawks Junior Hockey LLC, Portland Winter Hawks Inc., Thunderbirds Hockey Enterprises, L.L.C., John Doe Corp. B o/a Seattle Thunderbirds, Brett Sports & Entertainment, Inc., Hat Trick, Inc., John Doe Corp. C o/a Spokane Chiefs, Tri-City Americans Hockey LLC and John Doe Corp. D o/a Tri-City Americans.

**Hearing:** August 29, 2023

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**PERELL, J.**

**REASONS FOR DECISION**

## A. Introduction

[1] This motion requires the court to solve a problem of procedural logistics. How does Ontario's Superior Court of Justice deliver access to justice to 15,000 plaintiffs who as a group have sued seventy eight defendants but whose proposed class action has been dismissed?

[2] The three Plaintiffs are former amateur hockey players. They brought a proposed class action on behalf of 15,000 amateur hockey players, who for over a half-century, played for Junior A hockey teams. The Plaintiffs sued 60 hockey teams, the Canadian Hockey League ("CHL"), the Western Hockey League ("WHL"), the Ontario Hockey League ("OHL"), and the Québec Major Junior Hockey League ("QMJHL").

[3] I dismissed the Certification Motion, which was brought by the Plaintiffs, and I granted a Ragoonanan Motion, which was brought by the Defendants. However, pursuant to Section 7 of

the *Class Proceedings Act, 1992*,[1] I also provided the Plaintiffs with the option of transitioning their proposed class action by continuing it as "one or more proceedings between different parties." The proposed class action could proceed in an altered form.

[4] Pursuant to Section 7, I gave the Plaintiffs the option of transitioning their proposed class action into up to 60 joinder actions to be populated by up to 15,000 co-plaintiff Players. The precise number of co-plaintiffs was unknown because the putative Class Members, that is, the Players would have to opt-into one or more of the up to 60 joinder actions.

[5] Since the number of co-plaintiffs is unknown, and since the substantive liability of the Defendants has yet to be determined, transitioning would be complicated and challenging. Transitioning would involve the court approving: (a) a Notice, (b) a Notice Plan (a plan of distribution of the notice); and (b) a Section 7 Plan.

[6] Unfortunately, in my Reasons for Decision permitting a Section 7 motion, I inaptly described what was required to be approved as an "Individual Issues Protocol". What needed to be approved is better described as a Notice, a Notice Plan, and a Section 7 Plan.

[7] The Plaintiffs took up the Section 7 option. There was a case management conference, and I scheduled a motion to proceed in three phases for the approval of the plans. Hearings were scheduled for August 29, 2023, September 13, 2023, and September 27, 2023. This motion is Phase 1.

[8] For Phase 1, as their Section 7 Plan, the Plaintiffs submitted for the court's approval, the plans that are attached as Schedules A, B, and C. The Defendants raised objections, and they submitted a counterproposal. The Defendants submitted the Section 7 Plan that is attached as Schedule D.

[9] At the Phase 1 hearing, although the Plaintiffs had not sued Hockey Canada, it made an appearance as an affected non-party. Hockey Canada was an affected party because the Plaintiffs' proposed Section 7 Plan, most particularly Schedule C of the Plan, required information about what assets the Defendants may have to satisfy judgments, and Hockey Canada has insurance policies and self-insurance or reserve funds that might be available to the Defendants to satisfy their exposure to liability. The Plaintiffs argued that Hockey Canada could be regarded as an insurer of the Defendants.

[10] Although the competing Section 7 Plans had some good ideas, upon analysis and as I shall explain below, I found that the parties' Section 7 Plans missed Section 7's overall target of access to justice, behaviour modification, and judicial economy in a way that was procedurally fair to both the Plaintiffs and the Defendants and that took into account what had already been determined at the Plaintiffs' Certification Motion, which I dismissed, the Defendants' Jurisdiction Motion, which I dismissed, and the Defendants' Ragoonanan Motion, which I granted.

[11] The night before the Phase 1 hearing, I circulated for discussion purposes a "Draft Section 7 Notice" for the parties' consideration. This Draft Section 7 Plan is described and explained later in these Reasons for Decision.

[12] At the Phase 1 hearing the next day, both parties advised me that with some reservations and some clarifications and some questions, the Draft Section 7 Plan could solve the procedural logistics problem of delivering access to justice to 15,000 plaintiffs who as a group have sued 78

[1] S.O. 1992, c. 6.

Defendants but whose proposed class action has been dismissed. I advised the parties that the Draft Section 7 Plan was just a draft and that after our discussion, both parties would be provided with an opportunity to present revised drafts. Both parties advised me that they were prepared to discuss the Draft Section 7 Plan. The next five hours of Phase 1 were spent discussing the Draft Section 7 Plan.

[13] At the conclusion of what might be described as a roundtable discussion rather than the argument of a motion, I directed the parties: (a) to exchange revised drafts by September 5, 2023; (b) then to meet and consult about the revised drafts; and then (c) by September 12, 2023 submit for the court's consideration their respective revised drafts. The review of the revised drafts would be the subject matter of the Phase 2 hearing scheduled for September 13, 2023.

[14] I promised the parties Reasons for Decision for Phase 1, but I encouraged them to immediately begin working on revising the Draft Section 7 Plan. These are the promised Reasons for Decision for Phase 1.

## B. The Parties' Response to the Certification Motion, Jurisdiction Motion, and the Ragoonanan Motion Decisions.

[15] In response to the dismissal of the Certification Motion and the granting of the Ragoonanan Motion, the Plaintiffs appealed; however, the Plaintiffs also brought this motion for approval of a Section 7 Plan.

[16] By consent order of the Court of Appeal, the appeal of the Certification Motion decision and the Ragoonanan Motion decision has been suspended, i.e., held in abeyance, pending the outcome of the Section 7 Plan motion.

[17] Because it was envisioned that it would require more than one attendance to develop the Section 7 Plan, this motion was scheduled to proceed in three phases on August 29, 2023, September 13, 2023, and September 27, 2023.

[18] For Phase 1 of this motion, the Plaintiffs delivered: (a) Motion Record (560 pages); (b) Supplementary Motion Record (84 pages); (c) Second Supplementary Motion Record (60 pages); (d) Third Supplementary Motion Record (2,599 pages); (e) the affidavits dated June 5, 2023 August 1, 2023, August 25, 2023, and August 29, 2023 of Catherine MacDonald, who is a law clerk of Koskie Minsky, LLP, the Plaintiffs' Counsel; (f) the affidavit dated June 2, 2023 of Dr. David Wolfe, a Registered Psychologist and adjunct professor and research scholar at the Centre for Research and Education on Violence against Women and Children at Western University; (g) the affidavit dated June 2, 2023 of Dr. Peter Jaffe, a Registered Psychologist and Professor Emeritus in the Faculty of Education at Western University; (h) a factum (174 pages); (i) a reply factum (50 pages); and (j) a reply factum (20 pages) to the factum submitted by Hockey Canada.

[19] For Phase 1 of this motion, the Defendants delivered: (a) Responding Motion Record (90 pages); (b) the affidavit dated July 14, 2023 of Tara Pirog, who is a legal assistant with Bennett Jones LLP, Defendants' Counsel; and (c) a factum (89 pages).

[20] For Phase 1 of this this motion, Hockey Canada delivered a factum (14 pages).

[21] On this motion, the Plaintiffs' sought: (a) an Order approving the Individual Issues Protocol, which is attached as Schedule A; (b) an Order approving the Notice and Dissemination Plan, which is attached as Schedule B; and (c) an Order substantially in the form of the Common

Discovery Order, which is attached as Schedule C.

[22] The Defendants opposed Schedules A, B, and C. The Defendants submitted instead, what they labelled a "Joinder Actions Protocol." This protocol is attached as Schedule D.

## C. The Certification Motion, the Jurisdiction Motion, and the Ragoonanan Motion

[23] Pursuant to Ontario's *Class Proceedings Act, 1992*, Daniel Carcillo, Garrett Taylor, and Stephen Quirk brought a proposed class action. They sued 60 hockey teams that competed at the highest level of junior amateur hockey in Canada. The 60 hockey teams were owned by 74 defendants situated in every Canadian province, except Newfoundland and Labrador, and also in four American states.

[24] The Plaintiffs also sued the Western Hockey League ("WHL"), the Ontario Hockey League ("OHL"), (formerly the Ontario Major Junior Hockey League ("OMJHL")), and the Québec Major Junior Hockey League ("QMJHL"). The Plaintiffs also sued the Canadian Hockey League ("CHL"), which was founded by and is the creation of the WHL, OHL, and the QMJHL. The 60 hockey teams are members of the CHL.

[25] Messrs. Carcillo, Taylor, and Quirk sued on behalf of a class of 15,000 putative Class Members defined as:

> 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."
>
> "Family Class" means "all parents, spouses, siblings, and children of Class Members.

[26] Messrs. Carcillo, Taylor, and Quirk made May 8, 1975 the starting date for the forty-eight-year Class Period because that was the day that the WHL, OMJHL, and QMJHL founded the CHL.

[27] The fundamental purposes of the Plaintiffs' lawsuit were: (a) behaviour modification, i.e., ending a culture of "abuse" that putrefied organized amateur hockey in Canada; and (b) access to justice. i.e., imposing a collective liability to pay compensation to the victims of the "abuse." The Fresh as Amended Statement of Claim defined "abuse" as follows:

> "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.

[28] Messrs. Carcillo, Taylor, and Quirk sued the Defendants - collectively - for what is described as a culture of silence that hides a predatory, perverse, culture of violence, hazing, bullying, harassment, and assaults. They advanced four causes of action against the collective of the WHL, OHL, QMJHL, CHL, and the 60 teams, namely: (a) breach of fiduciary duty; (b) systemic negligence; (c) vicarious liability; and (d) breach of Québec causes of action.

[29] The Defendants did not deliver Statements of Defence and Messrs. Carcillo, Taylor, and Quirk moved for certification of their action as a class action. The Defendants opposed certification, and the Defendants brought two countermotions.

[30] The Defendants' brought a "Jurisdiction Motion". The WHL, QMJHL, and their 40 teams (but not the CHL, OHL, and their 20 OHL teams) sought to permanently stay Messrs. Carcillo,

Taylor, and Quirk's action as against them because these defendants submitted that this court does not have jurisdiction *simpliciter* to decide the dispute.

[31] The Defendants brought a "Ragoonanan Motion." Since Messrs. Carcillo, Taylor, and Quirk respectively were members of only five teams, the other 55 teams from the WHL, OHL, and QMJHL sought to have the Plaintiffs' action dismissed against them pursuant to the so-called "Ragoonanan Principle,"[2] which is authority that in a proposed class action, there must be a representative plaintiff with a claim against each defendant.

[32] Notwithstanding their opposition to the Certification Motion and notwithstanding their two countermotions, all the Defendants asserted that the Plaintiffs, and the putative Class Members' who experienced the "abuse" deserved access to justice in criminal proceedings or in individual actions against the perpetrators of the "abuse". The Defendants submitted, however, that a class proceeding was not the preferable procedure to bring the perpetrators to justice.

[33] I pause here to emphasize that although the Defendants opposed the proposed class action as the route, the Defendants emphatically and passionately asserted that the hockey players who were victims of the "abuse" should have access to justice.

[34] There was a four-day hearing of the Plaintiffs' Certification Motion and the Defendants' two countermotions. For present purposes, it shall be pertinent to note that there was an enormous evidentiary record for the certification motion. The Plaintiffs proffered 21 witnesses. The Defendants proffered 21 witnesses. The written evidentiary record for the three motions comprised over 8,500 pages. There were 10 factums (600 pages).

[35] I heard the Certification Motion, the Jurisdiction Motion, and the Ragoonanan Motion, and I arrived at the following findings and conclusions:[3]

> a. This court has jurisdiction *simpliciter* over all of the Defendants; therefore, the Jurisdiction Motion is dismissed.
>
> b. There are no collective causes of action; therefore, the Plaintiffs cannot be Representative Plaintiffs for claims against 55 teams of the CHL; therefore, the Ragoonanan Motion is granted.
>
> c. The Certification Motion is dismissed. The Plaintiffs failed to satisfy all the certification criteria.
>
> d. However, the dismissal Order is suspended pending the determination of a motion for approval of an Individual Issues Protocol. (As noted above, the Individual Issues Protocol is better described as a Section 7 Plan.)
>
> e. Pursuant to Section 7 of the *Class Proceedings Act, 1992,* it was ordered that Messrs. Carcillo, Taylor and Quirk shall have 120 days, if so advised: (a) to prepare an "Individual Issues Protocol" for individual (discreet/separate) joinder-actions against the WHL, OHL, or QMJHL, respectively and their teams respectively; and (b) to bring a motion for approval of the Individual Issues Protocol (i.e., the Section 7 Plan), failing

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[2] *Poirer v. Silver Wheaton Corp*, 2022 ONSC 80; *Vecchio Longo Consulting Services Inc v. Aphria Inc*., 2021 ONSC 5405; *Hughes v. Sunbeam Corp (Canada)* (2002), 61 O.R. (3d) 433 (C.A.); *Ragoonanan Estate v. Imperial Tobacco Canada Ltd* (2000), 51 O.R. 3d 603 (S.C.J.).

[3] *Carcillo v. Canadian Hockey League*, 2023 ONSC 886

which the proposed class action shall be dismissed.

f. Pursuant to sections 7, 12, and 25 of the *Class Proceedings Act, 1992,* it was ordered that Messrs. Carcillo, Taylor and Quirk shall have 120 days, if so advised: (a) to prepare a Notice to the Class Members of the Individual Issues Protocol and a Distribution Plan for the dissemination of the Notice at the expense of the Defendants (i.e., the Section 7 Plan); and (b) to bring a motion for approval of the Notice and of the Dissemination Plan, failing which Messrs. Carcillo, Taylor, and Quirk's proposed class action shall be dismissed.

[36] With respect to these findings and conclusions, for the purposes of Phase 1 of this motion to determine a Section 7 Plan, it shall be pertinent to note that there is no longer any question about the jurisdiction of this court to adjudicate the claims against the 20 Ontario teams and the 40 non-Ontario defendant hockey teams.

[37] The Defendants, however, assert that in any Section 7 Plan, they should have the right to challenge this court's jurisdiction on the grounds of forum *non conveniens.* I disagree. The jurisdictional issues are *res judicata* by virtue of the doctrine of issue estoppel.

[38] Whether Ontario's superior court can and should adjudicate up to 60 joinder actions for teams from nine Canadian provinces and four American states was fully canvased as an aspect of the Certification Motion, the Jurisdiction Motion and the Ragoonanan Motion. *Non conveniens* is a jurisdictional challenge that could have been and ought to have been raised during the Jurisdiction Motion itself and as an aspect of the preferable procedure criterion of the certification motion. The Defendants did not appeal the Certification Motion decision or the Jurisdiction Decision. The Defendants are foreclosed from raising any jurisdiction or venue issues as an aspect of determining a Section 7 Plan.

[39] For the present purposes of approving a Section 7 Plan for the immediate case, it is also pertinent to note that notwithstanding the Defendants' purported reservation of rights to challenge joinder, which is a major ingredient of their proposed Section 7 Plan, there is no longer any question that up to 60 joinder actions can be commenced in the immediate case without challenge. The test for joinder is satisfied in the immediate case.

[40] The test for joinder is satisfied for two reasons. First, by its literal language Section 7 empowers the court to permit the proceeding to continue as one or more proceedings, and I shall be permitting up to 60 joinder actions, one for each of the 60 teams that have already been sued.

[41] Second, the criteria for a joinder under the *Rules of Civil Procedure*[4] have already been satisfied. Apart from the authority provided by Section 7 of the *Class Proceedings Act, 1992,* a fundamental principle of s. 138 of the *Courts of Justice Act*[5]is that: "As far as possible, multiplicity of legal proceedings shall be avoided." The *Rules of Civil Procedure* provide very robust joinder rules for the joinder of plaintiffs, the joinder of defendants, and the joinder of causes of action. Rules 5.01, 5.02, and 5.03 or the *Rules of Civil Procedure* state:

[4] R.R.O. 1990, Reg. 194.
[5] R.S.O. 1990, c. C.43.

*Joinder of Claims*

5.01 (1) A plaintiff or applicant may in the same proceeding join any claims the plaintiff or applicant has against an opposite party.

[…]

(3) Where there is more than one defendant or respondent, it is not necessary for each to have an interest in all the relief claimed or in each claim included in the proceeding.

*Joinder of Parties*
*Multiple Plaintiffs or Applicants*

5.02 (1) Two or more persons who are represented by the same lawyer of record may join as plaintiffs or applicants in the same proceeding where,

> (a) they assert, whether jointly, severally or in the alternative, any claims to relief arising out of the same transaction or occurrence, or series of transactions or occurrences;
>
> (b) a common question of law or fact may arise in the proceeding; or
>
> (c) it appears that their joining in the same proceeding may promote the convenient administration of justice.

*Multiple Defendants or Respondents*

(2) Two or more persons may be joined as defendants or respondents where,

> (a) there are asserted against them, whether jointly, severally or in the alternative, any claims to relief arising out of the same transaction or occurrence, or series of transactions or occurrences;
>
> (b) a common question of law or fact may arise in the proceeding;
>
> (c) there is doubt as to the person or persons from whom the plaintiff or applicant is entitled to relief;
>
> (d) damage or loss has been caused to the same plaintiff or applicant by more than one person, whether or not there is any factual connection between the several claims apart from the involvement of the plaintiff or applicant, and there is doubt as to the person or persons from whom the plaintiff or applicant is entitled to relief or the respective amounts for which each may be liable; or
>
> (e) it appears that their being joined in the same proceeding may promote the convenient administration of justice.

*Joinder of Necessary Parties*
*General Rule*

5.03 (1) Every person whose presence is necessary to enable the court to adjudicate effectively and completely on the issues in a proceeding shall be joined as a party to the proceeding.

[…]

[42] In the immediate case, with respect to the criteria for rules 5.01, 5.02, and 5.03, for each of up to 60 joinder actions to be commenced in Ontario:

a. there are a group of co-plaintiffs that advance the identical causes of action arising

from the "abuse" against the hockey team of which the group was a player, the hockey team's league (WHL, OHL, or QMJHL), and the CHL, all of whom have an interest in the relief being claimed against them.

b. the group of co-plaintiffs advance claims arising out of the same occurrences or series of occurrences in which they were victims of the "abuse."

c. common questions of law and fact will arise;

d. joining the plaintiffs, defendants, and causes of action in the same proceeding will promote the convenient administration of justice; and

e. the presence of all of the co-defendants is necessary to enable the court to adjudicate effectively and completely on the issues in the proceedings.

[43] Rule 5.01 provides for the joinder of parties and causes of action arising from claims to relief arising from a series of occurrences, which is more than adequate to cover a series of occurrences that are the consequences of a reptilian culture of physical, and sexual assault, hazing, bullying, physical and verbal harassment, sexual harassment, etc.

[44] That the players, coaches, staff, servants, employees, and agents of the 60 teams changed over fifty years does not undermine the joinder of parties and causes of action any more than the comings and goings of priests and ministers at the 139 Indian Residential Schools across Canada from the 1860s until the 1990s would not have undermined the joinder of parties and causes of action in the Indian Residential School class actions. The test for joinder was satisfied in that infamous abuse case; it is satisfied in the immediate infamous abuse case.

[45] In other words, pursuant to a Section 7 Plan, there is no basis to challenge a joinder order in the immediate case until after the pleadings have closed and documentary discovery has been completed. Once that much progress is made in the actions, either party could avail themselves of Rule 5.05, which states:

*Relief against Joinder*

5.05 Where it appears that the joinder of multiple claims or parties in the same proceeding may unduly complicate or delay the hearing or cause undue prejudice to a party, the court may,

(a) order separate hearings;

(b) require one or more of the claims to be asserted, if at all, in another proceeding;

(c) order that a party be compensated by costs for having to attend, or be relieved from attending, any part of a hearing in which the party has no interest;

(d) stay the proceeding against a defendant or respondent, pending the hearing of the proceeding against another defendant or respondent, on condition that the party against whom the proceeding is stayed is bound by the findings made at the hearing against the other defendant or respondent; or

(e) make such other order as is just.

[46] It is worth clarifying the last point. The Draft Section 7 Plan envisions the commencement and the pleading of up to 60 joinder actions. Once the up to 60 joinder actions are assigned to a judge for multilateral case management, then either party may apply for severances. For example, this prospect would accommodate test cases, bellwether cases, or single Player claims that required

individual treatment.

## D. The Invocation of Section 7

[47] In my Reasons for Decision, at paragraphs 12-31 and 441-458, I explained why and to a certain extent I explained how, the proposed class action could be transitioned into joinder actions pursuant to an "Individual Issues Protocol", which, as I have mentioned several times, is better described as a Notice, a Notice Plan, and a Section 7 Plan. In my Reasons for Decision, at paragraphs 12-31 and 441-458, I stated:

> *Overview: Construction of an Individual Issues Protocol*
>
> 12. In the immediate case, all the parties agree that there should be access to justice for what happened to some of the putative Class Members.
>
> 13. As is apparent from the above introduction, which foreshadows the outcomes of the Jurisdiction Motion, the Ragoonanan Motion, and the Certification Motion, in the immediate case, the route to access to justice begins as a proposed national opt-out class action under s. 5 of the *Class Proceedings Act, 1992* but continues as national opt-in joinder actions pursuant to sections 7, 12, and 25 and an Individual Issues Protocol for the joinder actions.
>
> 14. Explaining why this action moves from s. 5 of the *Class Proceedings Act, 1992* to sections 7, 12, and 25 involves describing the Defendants' piece-by-piece deconstruction of the Plaintiffs' proposed class action and the construction of an Individual Issues Protocol from the pieces.
>
> 15. A Certification Motion is just a procedural motion. It is about the ways and means - the procedure - to the ends or goals of achieving procedural and substantive justice, behaviour modification, and judicial economy in a procedurally fair way to both the plaintiffs and the defendants.
>
> 16. In this intensely contested Jurisdiction Motion, Ragoonanan Motion, and Certification Motion, the opposing parties do agree on one thing about ways and means. They agree about the ends. The opposing parties passionately agree that the players of the CHL, WHL, OHL, and QMJHL should have the ways and means to access justice for the disgraceful wrongdoings that have occurred.
>
> 17. The opposing parties, however, passionately disagree about the precise ways and means to achieve that end. The Plaintiffs submit that s. 5, i.e., a certified class action is the only route to access to justice. […]
>
> 18. The Defendants disagree, and they submit that individual actions are the only route to access to justice. […] Quoting from their factum, the Defendants say: […]
>
> 19. The Defendants challenge and dismantle the Plaintiffs' proposed class action. The Defendants ultimately do not dispute that - as individuals - Messrs. Carcillo, Taylor, and Quirk have some causes of action against five teams; however, the Defendants through the Jurisdiction Motion, the Ragoonanan Motion, and their resistance to the Certification Motion deconstruct, in the sense of dismantling - the collective aspects - of the proposed class action.
>
> 20. What, however, emerges from the Defendants' deconstruction, is that the Jurisdiction Motion is dismissed, the Ragoonanan Motion is granted, and the Certification Motion is dismissed. And, it is the dismissal of the Certification Motion that opens the door to an Order pursuant to sections 7, 12, and 25 of the *Class Proceeding Act,* 1992 to establish a national opt-in Individual Issues Protocol for joinder actions against the respective teams that may be liable for systemic negligence, vicarious liability and or the Québec causes of action.
>
> 21. I agree with the parties that the abused players of the WHL, OHL, QJMHL should have the ways and the means to achieve access to justice. In my opinion, this court in Ontario has the jurisdiction

*simpliciter* and the ways and means to provide that route for the players of the 60 teams of the WHL, OHL, and QJMHL. That route is pursuant to sections 7, 12, and 25 of the *Class Proceedings Act, 1992* and an Individual Issues Protocol.

22. As I shall explain below, the Jurisdiction Motion, which was brought by the 22 teams of the WHL, the 18 teams of the QMJHL, and the WHL and QMJHL is dismissed because there is a real and substantial connection between this court and the Plaintiffs and all of these Defendants. The Defendants carry on business in Ontario. And, in any event, Ontario has a real and substantial connection severally with each and every of the 60 hockey teams and the WHL, OHL, QMJHL, and CHL.

23. As I shall explain further below, the Ragoonanan Motion is granted. Although this court has jurisdiction *simpliciter* as against all 60 teams, Messrs. Carcillo, Taylor, and Quirk have only individual actions against five teams and the leagues to which those teams are members. There is no "collective liability causes of action" in the immediate case. The case at bar needs a plaintiff to have a cause of action against every particular defendant. The result is that there are potential claims against 55 teams, for whom there is no named plaintiff to pursue those claims. Thus, the Ragoonanan Motion should be granted.

24. To use Mr. Taylor as an example, he has an individual causes of action for systemic negligence (also non-systemic negligence) and vicarious liability to pursue as against the WHL and the CHL and its teams from Lethbridge and Prince Rupert; however, he has no legally viable claims against the other teams of the WHL or the other teams of the CHL or against the OHL and the QMJHL; there is no collective liability. The claims against Defendants that did not engage in a concerted wrongdoing against Mr. Taylor are doomed to failure.

25. When there is a so-called Ragoonanan Problem, often the proposed representative plaintiffs are offered an opportunity to fix the problem by recruiting additional plaintiffs. In the immediate case, this solution is not available, because it would be meaningless, since Messrs. Carcillo, Taylor, and Quirk's proposed class action is not certifiable. Their proposed class action asserting a collective liability fails the cause of action criterion, the common issues criterion, the preferable procedure criterion, and the representative plaintiff criterion because of the Ragoonanan problem and because of an unworkable litigation plan.

26. The proposed class action is not certifiable because its major or fundamental premise, which is that each of the 60 member teams of the WHL, OHL, QMJHL, or CHL are jointly and severally liable for each other's wrongdoings regardless of whether the particular team participated in the wrongdoing is incorrect and not legally viable. Moreover, if the premise were correct (but it is not), the proposed class action would fail all the other certification criteria except the identifiable class criterion. An abused hockey player has only individual causes of action against his own team and his own leagues.

27. If the proposed class action is treated as individual causes of actions by the putative Class Members for non-collective causes of action for breach of fiduciary duty, systemic negligence, vicarious liability, and breach of the Québec causes of action, the cause of action criterion would be satisfied for all but the breach of fiduciary duty claim.

28. So much for deconstruction; the certification motion must be dismissed. However, there are realistic avenues to accountability and access to justice. Pursuant to sections 7, 12, and 25 of the *Class Proceedings Act, 1992*, an Individual Issues Protocol can be fashioned to provide access to justice against the perpetrators and their enablers, i.e., the individual hockey teams and the particular league that should have protected the player from the abuse.

29. If the allegations of the "abuse" are proven and any defences disproven, there are defendants that should and can be held accountable for the reprehensible and outrageous breaches of the duty of care and for vicarious liability for the torts of assault, sexual assault, battery, sexual battery, false imprisonment, and intentional infliction of emotional distress.

30. Therefore, in the immediate case, certification must be refused. However, the court pursuant to sections 7, 12, and 25 of the *Class Proceedings Act, 1992* has the jurisdiction to permit Messrs. Carcillo, Taylor, and Quirk's action to continue as one or more proceedings between different parties.

31. I, therefore, order Messrs. Carcillo, Taylor, and Quirk, if so advised, to prepare and submit for court approval an Individual Issues Protocol within 120 days. They will need to recruit, a plaintiff for each of the 60 teams of the WHL, OHL, and QMJHL for the Individual Issues Protocol,[6] and the Individual Issues Protocol will then provide a means for the putative Class Members to have access to justice.

[…]

*The Section 7 Order*

441. For the above reasons, I am dismissing the jurisdiction motion, granting the Ragoonanan Motion and dismissing the Certification Motion.

442. In these circumstances, I am directed by s. 7 (1) of the *Class Proceedings Act, 1992* to consider whether notice of the refusal should be given under section 19 of the Act to the putative Class Members. Pursuant to s. 7 (2), I am empowered to permit the proceeding to continue as one or more proceedings between different parties. Section 7 of the Act is set out below.

> *Refusal to certify*
>
> 7 (1) If the court refuses to certify a proceeding as a class proceeding, the court shall consider whether notice of the refusal should be given under section 19, and whether such notice should include,
>
> (a) an account of the conduct of the proceeding;
>
> (b) a statement of the result of the proceeding;
>
> (c) any other prescribed information; and
>
> (d) any other information the court considers appropriate.
>
> *Proceeding may continue in altered form*
>
> (2) If the court refuses to certify a proceeding as a class proceeding, the court may permit the proceeding to continue as one or more proceedings between different parties and, for the purpose, the court may,
>
> (a) order the addition, deletion or substitution of parties;
>
> (b) order the amendment of the pleadings or notice of application; and
>
> (c) make any further order that it considers appropriate.
>
> […]

443. Pursuant to s. 12 of the *Class Proceedings Act, 1992*, I am empowered with a large discretion on my own initiative or on the motion of a party to make any order I consider appropriate respecting a proceeding under this Act.

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[6] […] the deponents who testified for the certification motion would be ideal lead plaintiffs. The deponents have claims against 37 of the 60 teams.

444. Messrs. Carcillo, Taylor, and Quirk's proposed class action is a proceeding under the Act, and pursuant to s. 12, I am empowered to make orders to ensure its fair and expeditious determination. Section 12 of the Act states:

> *Court may determine conduct of proceeding*
>
> 12 The court, on its own initiative or on the motion of a party or class member, may make any order it considers appropriate respecting the conduct of a proceeding under this Act to ensure its fair and expeditious determination and, for the purpose, may impose such terms on the parties as it considers appropriate.
>
> […]

445. Section 25 is the section of the Act that empowers the court to design the individual issues part of a class action. Strictly speaking, s. 25 is available only when the court determines common issues in favour of the class and considers that the participation of individual class members is required to determine individual issues. Section 25 of the Act states:

> *Individual issues*
>
> 25 (1) When the court determines common issues in favour of a class and considers that the participation of individual class members is required to determine individual issues, other than those that may be determined under section 24, the court may,
>
> (a) determine the issues in further hearings presided over by the judge who determined the common issues or by another judge of the court;
>
> (b) appoint one or more persons to conduct a reference under the rules of court and report back to the court; and
>
> (c) with the consent of the parties, direct that the issues be determined in any other manner.
>
> *Directions as to procedure*
>
> (2) The court shall give any necessary directions relating to the procedures to be followed in conducting hearings, inquiries and determinations under subsection (1), including directions for the purpose of achieving procedural conformity.
>
> *Idem*
>
> (3) In giving directions under subsection (2), the court shall choose the least expensive and most expeditious method of determining the issues that is consistent with justice to class members and the parties and, in so doing, the court may,
>
> (a) dispense with any procedural step that it considers unnecessary; and
>
> (b) authorize any special procedural steps, including steps relating to discovery, and any special rules, including rules relating to admission of evidence and means of proof, that it considers appropriate.
>
> *Time limits for making claims*
>
> (4) The court shall set a reasonable time within which individual class members may make claims under this section.

*Idem*

(5) A class member who fails to make a claim within the time set under subsection (4) may not later make a claim under this section except with leave of the court.

*Extension of time*

(6) Subsection 24 (9) applies with necessary modifications to a decision whether to give leave under subsection (5).

*Determination under cl. (1)(c) deemed court order*

(7) A determination under clause (1) (c) is deemed to be an order of the court.

[…]

446. In the immediate case, I shall employ my jurisdiction pursuant to s. 12 of the Act and I shall employ s. 25 by analogy to formulate the procedural means for the individual actions that are required for access to justice in the immediate case. As repeatedly foreshadowed above, I shall be making an order pursuant to s. 7 of the *Class Proceedings Act, 1992*.

447. With the Plaintiffs' and the Defendants' assistance, I shall, in effect, be designing an opt-in joinder action for 60 actions where a group of co-plaintiffs will sue three co-defendants comprised of (a) a specific team, (b) that specific team's league (WHL, OHL, or QMJHL), and (c) the CHL.

448. In *Hudspeth v Whatcott*,[7] I suggested that an opt-in joinder proceeding pursuant to s. 7 might be accommodated by the *Class Proceedings Act, 1992,* where a class action was not available. See also: *Green v. The Hospital for Sick Children*,[8] *Green v. The Hospital for Sick Children*,[9] *Trustees of the Millwright Regional Council of Ontario Pension Trust Fund v. Celestica Inc.*[10] and *O'Brien v. Bard Canada Inc*.[11] The recently adjudicated *Barker v Barker*,[12] demonstrates the utility of the s. 7 procedure.

449. *Barker v, Barker* was about the horrific treatment of patients at Ontario's maximum-security Oak Ridge Division of the Mental Health Centre in Penetanguishene, Ontario between 1966 and 1983. The patients who suffered from serious psychiatric illnesses were involuntarily admitted to Oak Ridge. Some of those admissions came as a result of Warrants of Remand from the courts, penitentiaries, and reformatories, others pursuant to Warrants of the Lieutenant Governor after having been found not guilty by reason of insanity and still others were involuntarily committed under the version of the *Mental Health Act* applicable at the time.

450. In what was originally styled as *Egglestone v. Barker*, Ms. Taylor and Mr. Joanisse moved for certification of their action as a class action. Justice Cullity dismissed the motion.[13] He found that although there were causes of actions and although there were common issues, the Plaintiffs had not demonstrated that a resolution of issues would advance the proceedings. In 2006, pursuant to s. 7 of the *Class Proceedings Act, 1992*, Ms. Taylor and Mr. Joanisse moved for an order permitting the

[7] 2017 ONSC 1708.
[8] 2021 ONSC 8237.
[9] 2019 ONSC 5696, leave to appeal to the Court of Appeal refused on March 15, 2019.
[10] 2016 ONSC 3235.
[11] 2015 ONSC 2470.
[12] 2020 ONSC 3746 and 2021 ONSC 158, var'd 2022 ONCA 567.
[13] *Egglestone v. Barker*, [2003] O.J. No. 3137 (S.C.J.), aff'd [2004] O.J. No. 5433 (Div. Ct.), leave to appeal to the Court of Appeal denied on May 18, 2005.

action to continue as an ordinary joinder action with approximately 30 individual co-plaintiffs. Justice Cullity granted the motion.[14]

451. The action continued as a joinder action. I succeeded Justice Cullity in case managing *Egglestone v. Barker,* which became *Barker v Barker*. I granted a summary judgment, but my decision was reversed by the Court of Appeal[15] and Justice Morgan took over the management of the case, and he successfully steered the case toward achieving all of the goals of a class proceeding; namely, access to justice, behaviour modification, and an economic and efficient procedure that is fair to the defendants.[16] *Barker v. Barker* demonstrates that the s. 7 procedure can provide a preferable procedure to a class action.

452. In the immediate case joinder could be made for those putative Class Members who self-identify and opt-in to advance a claim against a particular team and its co-defendants. I agree with the Defendants' submission that joinder of cases based on similar experiences among claimants is a more appropriate and feasible means to achieve access to justice.

453. To allow the s. 7 process to unfold and to prevent the recommencement of any limitation periods, I suspend my Order dismissing the Certification Motion for 120 days pending the determination of a motion for approval of an Individual Issues Protocol.

454. Pursuant to sections 7, 12, and 25 of the *Class Proceedings Act, 1992,* I order that Messrs. Carcillo, Taylor and Quirk shall have 120 days, if so advised: (a) to prepare an "Individual Issues Protocol" for individual (discreet/separate) 60 joinder-actions against the WHL, OHL, or QMJHL, respectively and their teams respectively; and (b) to bring a motion for approval of the Individual Issues Protocol, failing which Messrs. Carcillo, Taylor, and Quirk's proposed class action shall be dismissed.

455. Pursuant to sections 7, 12, and 25 of the *Class Proceedings Act, 1992,* I order Messrs. Carcillo, Taylor and Quirk shall have 120 days, if so advised: (a) to prepare a Notice to the Class Members of the Individual Issues Protocol and a Distribution Plan for the dissemination of the Notice at the expense of the Defendants; and (b) to bring a motion for approval of the Notice and of the Dissemination Plan, failing which Messrs. Carcillo, Taylor, and Quirk's proposed class action shall be dismissed.

456. I note that if the Plaintiffs' affiants for the certification were prepared to be lead plaintiffs, then there is already the basis for joinder actions against thirty-eight teams.[17]

457. To be clear, Messrs. Carcillo, Taylor, and Quirk and Class Counsel are under no obligation to seek an order under sections 7, 12, and 25 of the *Class Proceedings Act, 1992,* in which case the certification motion will be dismissed with costs to be determined.

458. I appreciate that the burden of them will not be lightened if they proceed to seek a s. 7 order. It is an arduous and time consuming process to prepare an individual issues protocol, as Class Counsel

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[14] *Joanisse v. Barker*, [2006] O.J. No. 5902 (S.C.J.).
[15] *Barker v. Barker*, 2018 ONCA 25, rev'g 2017 ONSC 3397.
[16] *Barker v. Barker*, 2020 ONSC 3746 and 2021 ONSC 158, var'd 2022 ONCA 567.
[17] Visualize: (a) twenty teams of the WHL; namely: Billings Bighorns, Brandon Wheat Kings, Calgary Wranglers, Kamloops Blazers, Lethbridge Broncos (now Swift Current Broncos), Lethbridge Hurricanes, Medicine Hat Tigers, Moose Jaw Warriors, Nanaimo Islanders, New Westminster Bruins (now Tri-City Americans), Portland Winterhawks, Prince Albert Raiders, Prince George Cougars, Seattle Breakers (now Seattle Thunderbirds), Seattle Thunderbirds, Spokane Flyers, Swift Current Broncos, Tri-City Americans, Victoria Cougars (now Prince George Cougars), and Winnipeg Warriors (now Moose Jaw Warriors); (b) sixteen teams of the OH; namely: Barrie Colts, Erie Otters, London Knights, Mississauga IceDogs (now Niagara IceDogs), Newmarket Royals (now Sarnia Sting), Niagara Falls Thunder (now Erie Otters), Niagara IceDogs, North Bay Centennials (now Saginaw Spirit), Oshawa Generals, Ottawa '67s, Sarnia Sting, and Sudbury Wolves; and (c) two teams of QMJHL; namely: Halifax Mooseheads, Moncton Alpines (now Moncton Wildcats).

> in the immediate case is well aware because of their experience with *Brazeau v. Canada, Reddock v. Canada, and Francis v. Ontario*, which are cases where very elaborate individual issues protocols were developed. They are under no obligation to make this effort. In any event, Messrs. Carcillo, Taylor, and Quirk should be commended for their courage and their pursuant of access to justice and the betterment of Canadian society of which they have already made an enormously valuable contribution.

## E. The Function and Functioning of Section 7 of the *Class Proceedings Act, 1992*

[48] For the present purposes of discussing the Draft Section 7 Plan, the critical matter is the function and functioning of Section 7 of the *Class Proceedings Act, 1992*.

[49] For the immediate case, it is helpful and necessary to appreciate that the function of Section 7 is to answer the question of: how does Ontario's Superior Court of Justice deliver access to justice to 15,000 plaintiffs?

[50] Section 7 (2) of the *Class Proceedings Act, 1992*, states:

> *Proceeding may continue in altered form*
>
> 7 (2) If the court refuses to certify a proceeding as a class proceeding, the court may permit the proceeding to continue as one or more proceedings between different parties and, for the purpose, the court may,
>
> (a) order the addition, deletion or substitution of parties;
>
> (b) order the amendment of the pleadings or notice of application; and
>
> (c) make any further order that it considers appropriate.

[51] For present purposes, it is helpful and necessary to appreciate that while Section 7 speaks about addition, subtraction, and substitution, its primary function is division. Division involves a "dividend," i.e., the number to be divided, and a "devisor," the number by which the dividend is to be divided. The quotient is the answer to the division problem. Section 7 provides the means of dividing a group of putative class members, (an undivided collective singularity), into a collection of co-plaintiffs in a multiplicity of proceedings.

[52] When I wrote my Certification Motion decision, I did not know the dividend, the divisor, and the quotients for the immediate case.

[53] When I wrote my Certification Motion decision, I thought that the Section 7 divisor in the immediate case would be up to 60 because the players had played for 60 hockey teams. The divisor, however, might be less than 60 if some of the teams had civilized sports cultures.

[54] I did know that the dividend would not be 15,000 hockey players. While the "abuse" was rampant, it was not suffered by all 15,000 hockey players and even if the "abuse" was suffered by all 15,000 hockey players, some proportion of them would be unable, unwilling, or disinterested in suing, i.e., they would not opt-into the up to 60 joinder actions. (Unlike a certified class action where a Player would be automatically included unless they took steps to opt-out, in the immediate case a Player was automatically excluded from the Section 7 Plan unless they took steps to opt-in.)

[55] When I wrote my Certification Motion decision, I thought that the parties' Section 7 Plans would answer the question of what is the dividend, the divisor, and the quotients for the immediate

case. When I wrote my Reasons for Decision, I did not envision that the average quotients would be 250 co-plaintiffs for 60 joinder actions, but I was confident that my judge colleagues would be more than capable of providing access to justice if that was the case.[18]

[56] As the analysis below will reveal, it appears that the Plaintiffs' Section 7 Plan envisions 15,000 individual issue trials and the Defendants' Section 7 Plan by its reservation of rights to challenge joinder and venue also envisions up to 15,000 individual issues trials. In short, the analysis below will reveal that both parties' Section 7 Plans are dysfunctional. Upon analysis, both parties are using a dividend of 15,000 and a divisor of 1. Neither plan is approvable.

[57] For the reasons expressed above, in the immediate case - as a matter of jurisdiction - there are no problems about the authority of the Ontario court to adjudicate up to 60 joinder actions involving teams from nine provinces and four U.S. states and there are no procedural problems about the joinder of plaintiffs and defendants and causes of action for the up to 60 joinder actions.

[58] However, in the immediate case, in employing or implementing Section 7 of the *Class Proceedings Act, 1992* to transition a proposed class action into a different adjudicative dispute resolution system, there are eight procedural logistics problems that must be confronted by the parties and by the court.

[59] The first procedural logistics problem is that the number and size of the co-plaintiffs in the up to 60 joinder actions is unknown. What is known from the certification motion is that the "abuse" was rampant over a half-decade of hockey leagues organized by the Defendants for approximately 15,000 talented hockey players. However, there was no basis in fact for concluding that all 15,000 hockey players, the putative Class Members, suffered the "abuse". In the immediate case, it cannot be said that all the putative Class Members were harmed throughout the almost 50-year class period. Many were, but how many were harmed is not presently known.

[60] The second procedural logistics problem is that it is also not presently known how many of the hockey players are uncertain, apprehensive, unable, unwilling, or uninterested about advancing their idiosyncratic claims against the Defendants. In other words, there are players who might have viable claims, but for a multitude of reasons, these players are not inclined to advance their claims. In the immediate case, the parties differed about a variety of mental health, wellness, confidentiality, and privacy issues that may inhibit players from advancing claims. On the other hand, some claimants may simply not wish to sue the Defendants. The number of co-plaintiffs is not indeterminate, but the number has not yet been determined.

[61] The third procedural logistics problem, which is related to the second problem, is how to manage, if at all, the "revictimization" or trauma associated with the administration of justice in sexual assault and sexual abuse cases for the Players that do wish to advance claims. As I described in my Reasons for Decision in some gruesome detail, the Plaintiffs and their affiant witnesses had to be heroic to tell their personal stories. The procedural logistics problem is whether the court with or without the co-operation of the opposing parties can or should use its procedural powers to ameliorate the psychological harms of litigation on the victims of the "abuse."

[62] The fourth procedural logistics problem is that it is also not presently known how many

[18] By way of comparison, the take-up in class action settlements, where there is no litigation risk, is typically between 50 to 60%. The settlement take-up is the opt-in part of a class action. For what it is worth, my guess is that in an opt-in situation like the case at bar, where there is litigation risk, there will be somewhat less than sixty actions commenced with cadres of around 80-100 co-Plaintiffs.

Defendant teams are exposed to claims. While the "abuse" was rampant, there is no collective liability, and it is possible that some of the Defendants may have behaved responsibly and had a civilized culture. It is also possible that a Defendant may be exposed to liability but there are no hockey players prepared to advance claims. The procedural logistics problem is that a transitioning plan will need to gather information to determine how many actions are actually necessary to provide access to justice and to determine the number of co-plaintiffs in each action.

[63] The fifth procedural logistics problem is that liability has not been established. Although it is gruesomely apparent that civil (and criminal) harms have been perpetrated, none of the Defendants have yet been found liable, and in the immediate case, the Defendants are entitled to due process in the determination of their liability.

[64] As will be revealed in the discussion below of each side's Section 7 Plans, the parties contest how far the court can go to shortening the procedural road to access justice and the procedural road to achieve behaviour modification. It is important to keep in mind that while settlement approval cases and cases about establishing individual issues protocols have valuable lessons for the immediate case, the immediate case is a case where no finding of liability has been made with the ironical provocation that in the immediate case, it is painfully apparent that there are wrongdoers to be held to account.

[65] The sixth procedural logistics problem is that Section 7 of the *Class Proceedings Act, 1992* is not a panacea for all the problems of access to justice. There are jurisdictional limits to the procedural powers of the court under: (a) the *Class Proceedings Act, 1992*, (b) the *Rules of Civil Procedure*, and (c) the court's inherent, common law, and equity jurisdiction. As will be seen in the discussion below, both parties overreach in their aspirations for procedural innovations.

[66] The seventh procedural logistics problem, which is related to the last problem, is that the extent of the parties' willingness to augment by private law the court's procedural and substantive jurisdiction is presently unknown. By private agreement, parties have the ability to augment the court's procedural and substantive jurisdiction. For example, in certified class actions, while court approval is necessary, the parties can fashion settlements and distribution schemes that go well beyond the jurisdiction of a court to manufacture by its public law as opposed to private law. In the immediate case, it is unclear how far the Defendants are prepared to go to assist the Players seeking access to justice.

[67] In the immediate case, the Defendants have professed in their constituting documents including their corporate documents and constitutions and their organizational manuals, a duty and responsibility to protect the putative Class Members. In the immediate case, in open court and in their factums, the Defendants asserted that the Plaintiffs, and the putative Class Members' who experienced the "abuse" deserved access to justice in criminal proceedings or in individual actions against the perpetrators of the "abuse." Despite these assertions, it nevertheless remains uncertain the extent to which the Defendants will walk their talk to assist the court in providing access to substantive justice for the hockey players.

[68] It must immediately be acknowledged that the Defendants are in a very difficult position, and it is not easy for them to make procedural and substantive concessions. Even if some of the Defendants were to admit liability, it is presently indeterminate to whom the Defendants may be liable, and it is presently indeterminate what is the quantification of the liability. The Defendants have contractual responsibilities to their liability insurers, that may constrain concessions and admissions of liability. And the Defendants have claims against Third Parties that further

complicate matters of making concessions, even procedural ones. In any event, whatever the moral imperatives and their own moral aspirations may be, the Defendants are not legally obliged to make procedural and substantive concessions.

[69] The eighth procedural logistics problem in the immediate case, which is an ironical problem givcn the parties' overreach in their aspirations for procedural innovations, is that they also underappreciated the court's existing powers to solve procedural logistics.

## F. Synopsis of the Plaintiffs' Section 7 Plan

[70] The Plaintiffs' Section 7 Plan may be summarized as follows:

1. The Individual Issues Protocol and Notice Plan shall proceed in three phases: Phase A is the Notice, Claims and Common Discovery Period, which has a one year duration. Phase B is the Claims Mediation and Settlement Period. Phase C is the Claims Determination Period. The Claims Determination Period has three tracks, two of which modelled on a reference procedure in which a roster of non-judge adjudicators prepare reports that are submitted to the court for approval. The third track is a summary judgment procedure.

2. For Phase A and to inform the other Phases, at the expense of the Defendants, an Administrator will be appointed: (a) to translate the English Notice and the Claims Form into French; (b) to distribute the Notice and a Claims Form in English and French; (c) to create and manage the "CHL Abuse Website" in English and in French; and (d) to prepare an updated index of claims and the settlement of claims, which index is to be shared with the lawyers for the claimants which include Koskie Minsky LLP and also independent lawyers selected by the claimant.

3. At the expense of the Defendants, a roster of Adjudicators will be appointed to adjudicate the Track 1 and 2 Claims of Phase C.

4. At the expense of the Defendants, Wellness Support Persons will be made available to the Claimants.

5. The Defendants, the Administrator, the Wellness Support Persons are subject to confidentiality and privacy obligations, but nothing precludes a Claimant from telling his story.

6. At the expense of the Defendants, a current or former judge or well-respected legal professional will be appointed "External Reviewer" to investigate, receive communications from claimants and from individual associated with the Defendants to prepare a public report about the "abuse" and make recommendations for reform. The report will be based, amongst other things, on the written stories and interviews of individual claimants who elect to confide with External Reviewer anonymously, non-anonymously, or with conditions on the disclosure of their stores.

7. The Court will appoint a judge of the Ontario Superior Court of Justice as a mediator who on consent of the parties may mediate any issue in relation to the Individual Issues Protocol.

8. In Phase A, the Notice and Claims form will be distributed by the Administrator. The notice will be provided by email to the putative Class Members in a short form

approved by the court and will be on the CHL Abuse Website. The notice will be posted on Koskie Minsky LLP's and the Administrator's websites and on the Defendant's websites and at their arenas and in player locker rooms. Koskie Minsky LLP shall issue a press release.

9. The CHL Abuse Website shall be comprised of, amongst other things: the Notice to Class Members, the External Reviewer's public report, a professionally produced video to be produced at the expense of the Defendants.

10. The reasonable cost of the Notice and the Notice Program will be paid by the Defendants.

11. "Common Discovery" of Defendants will proceed during the Claims Period of Phase A in accordance with a Common Discovery Order.

12. In Phase A, a Claimant has twelve months to initiate a claim with the Administrator and to initiate a claim, a claimant must: (a) indicate whether he intends to be represented by Koskie Minsky LLP or by other identified counsel; (b) indicate whether he claims: monetary compensation, an apology, and participation in the External Reviewer process; (c) provide information, so that the Administrator can organise a claims index, including information about the claimant's experience with the CHL upon which his claim is based.

13. In Phase A, the Administrator will on a rolling basis, provide the Claims Index to counsel for the parties without identifying information about any Claimant.

14. For Phases A and B the court shall issue an Order requiring the Defendants to produce within a defined time period (the "Outside Date") the listed "Common Discovery Documents."

15. The Defendants shall provide counsel for each Claimant insurance information.

16. The Defendants shall provide the Claimants' Counsel "Team Transfer Information" including information about current ownership, information about former owners.

17. For Phase B, Counsel for each Claimant shall provide the Defendants with a Claim Synopsis including, among other things; a statement describing the claimant's experience in the CHL and the impact of those experiences; the causes of action the claimant will pursue; and documents in support of the claim.

18. The dismissal of the certification motion and the dismissal of the action pursuant to the *Ragoonanan* principle shall remain suspended until Koskie Minsky LLP is satisfied that all joinder actions [not limited to 60] have been issued after which a motion to discontinue the proposed class proceeding shall be brought by the Plaintiffs or the Defendants.

19. Subject to defined time constraints, the Defendants may make early settlement offers.

20. Defendants who are prepared to engage in reasonable settlement discussions may use an early testing of claims process.

21. Each Claimant shall select a Track for the determination of his claim.

22. Actions for Track 1, 2, or 3 claims shall be commenced in Toronto.

23. The deemed undertaking rule (rule 30.1) will not apply to actions governed by the protocol and relevant evidence from one action may be proffered in other actions governed by the protocol.

24. Track 1 and Track 2 claims will be referred to a Claims Adjudicator to be determined out of court subject to a confirmation motion.

25. Track 1 and 2 actions will proceed in sealed court files in accordance with s. 137(2) of the *Courts of Justice Act*.

26. Track 1 claims are for non-pecuniary damages up to $100,000. The claims will be processed without examinations for discovery based on the claimant's affidavit and up to four additional affidavits and the defendants may provide up to five affidavits. The affiants may be cross-examined for a maximum duration of two hours or by written interrogatories. The parties may provide the adjudicator with written submissions.

27. For Track 1 claims, the Adjudicator may not award costs exceeding $12,000 unless a Rule 49 Offer to Settle has been made to which cost consequences apply.

28. For Track 1 claims, the Adjudicator shall issue a report to be confirmed by motion or motions to the court.

29. For Track 2 claims, Koskie Minsky LLP and the Defendants' Counsel will agree upon a roster of joint experts in (a) psychology/psychiatry; (b) cost of future/past healthcare; (c) vocations; and (d) accounting.

30. The procedure for Track 2 claims is: exchange of affidavit of documents; examinations for discovery not to exceed three hours in duration regardless of the number of persons to be examined; the joint reports of the experts; the claimants personal affidavit and any additional affidavits; the Defendants' responding affidavits; the claimants' reply affidavits; and cross-examinations of affiants for a maximum duration of four hours or by written interrogatories. The parties may provide written submissions to the adjudicator. The adjudicator shall convene a one day hearing and issue a report.

31. The Track 3 Claims shall proceed after the close of pleadings in the main action and any third party claims by a summary judgment process in accordance with a timetable set by the case management judge.

32. Track 3 claimants may apply to seal all or part of their court file.

## G. Synopsis of the Defendants' Section 7 Plan

[71] The Defendants' Joinder Actions Protocol may be summarized as follows:

1. An Administrator shall be appointed to distribute a Notice and an Intake Questionnaire.
2. The Notice shall be distributed: (a) in Short Form in both English and French by email; and (b) in the form of the link, https://chllitigation.com to a website created and managed by the Administrator with content as prescribed by the Joinder Actions Protocol.
3. Koskie Minsky, CHL, WHL, OHL, QMJHL, and the Defendant teams will post the Short Form Notice in both English and French, on their websites.
4. The parties will jointly issue a press release including the website link.

5. The court shall approve the Notice and the Notice Plan. The Defendants shall bear the costs of the Notice Plan.
6. A putative Class Member may participate in the Joint Actions Protocol by submitting to the Administrator before the [*Questionnaire* deadline] an Intake Questionnaire.
7. The Intake Questionnaire shall contain, among other things: contact information; the putative Class Members' team associations; the Defendants against whom relief is sought; a description of the offending conduct and the alleged consequential damages; the names of the perpetrators; whether the misconduct was reported to the Defendants; and any other relevant information as determined by the putative Class Member.
8. The Administrator will provide copies of the Intake Questionnaires to Koskie Minsky LLP.
9. All Players who submit a complete Intake Questionnaire by the Questionnaire Deadline will then have until the Opt-In Deadline to opt into this Protocol by advising the Administrator in writing (whether directly or through counsel) by the Opt-In Deadline that they wish to commence litigation and are opting into this Protocol, and who (if anyone) they have retained as their counsel.
10. The Administrator will prepare an Opt-In Compilation and provide a copy to the Defendants' counsel.
11. the Administrator, Koskie Minsky, LLP Defence Counsel, the Defendants, and any insurers (and their counsel) will treat all information obtained through the opt-in process as confidential.
12. After actions are filed with the Court, any information will no longer be confidential, but any party may seek confidentiality protections in accordance with the *Rules of Civil Procedure*.
13. Koskie Minsky LLP and the Defendants shall bear the reasonable costs of the Administrator's Services 50:50.
14. Within 60 days of the Opt-In Deadline, Koskie Minsky LLP will Defence Counsel with a list of proposed individual actions and actions proposed to be joined identifying whether it is an individual or a joinder action, the causes of action, the quantum of damages sought by each plaintiff, whether the action will proceed under the *Rules of the Small Claims Court,* the simplified procedure, or the *Rules of Civil Procedure*. If a joinder action, the grounds for joinder will be identified by Koskie Minsky LLP.
15. Within 60 days of receiving the Proposed Actions List, Defence counsel will provide Koskie Minsky LLP the Defendants position on whether the actions may proceed as individual or joinder actions.
16. Within 90 days of receiving the response to the Proposed Actions List, Koskie Minsky, LLP self-represented Players, and any other plaintiffs' counsel will issue and serve statements of claim for all individual and joinder actions.
17. Within 60 days of service of the statements of claim, the applicable defendants may bring one or more motions to the Case Management Judge for relief from joinder under rule 5.05 of the *Rules of Civil Procedure* in respect of any actions the joinder of which is disputed

18. Except as modified by the Protocol, for all individual or joinder actions will be governed by *Rules of Civil Procedure.*
19. Actions may be commenced in the Superior Court of Justice in Toronto without prejudice to the right of any Defendant to argue that another jurisdiction, forum, venue, or court is more appropriate.
20. Any individual or joinder actions alleging claims in the aggregate up to $35,000 will be determined in accordance with the procedures for discovery and evidence under the *Rules of the Small Claims Court.*
21. Individual or joinder actions alleging claims in the aggregate above $35,000 but where no individual claim is above $200,000 will be presumptively subject to the simplified procedure under the *Rules of Civil Procedure*.
22. Once actions are commenced under the Protocol, the proceedings will be assigned to case management under rule 77.05 of the *Rules of Civil Procedure*.
23. Within 60 days after the close of pleadings, the parties will meet and confer about a Discovery Plan for each individual and joinder action and if the parties cannot agree, the Discovery Plan will be determined at a case conference or, if necessary, on a motion.
24. Players may seek the consent of the Defendant(s) to have a non-party attend examination for discovery or out-of-court cross-examination to provide mental health and wellness support and if the Defendants refuse the request may be determined by the case management judge.
25. The deemed undertaking rule applies unless bilaterally waived by the parties.
26. Koskie Minsky and the Defendants will agree on a non-exclusive roster of mediators. Unless otherwise agreed, the mediator's costs will be borne equally by the parties engaged in the mediation.
27. Mandatory mediation is to take place within 180 days after the first defence has been filed.
28. Any limitation periods suspended by s. 28 of the *Class Proceedings Act, 1992* will remain suspended until: (i) for Players who do not opt into this Protocol, the day after the Opt-In Deadline; and (ii) for all other Players, the day after the deadline for commencing litigation under this Protocol.

## H. Critique of the Parties' Notices, Notice Plans, and Section 7 Plans

[72] The parties' respective Notices, Notice Plans, and Section 7 Plans have some good ideas, and there are a few procedural topics where there is a consensus about the procedure, but the Notices, Notice Plans, and Section 7 Plans are unacceptable for a myriad of reasons. What follows is a critique of the Notices, Notice Plans, and Section 7 Plans.

- The Plaintiffs' Section 7 Plan envisions up to 15,000 individual issue trials prosecuted using three procedural tracks and the Defendants' Section 7 Plan by its reservation of rights to challenge joinder and venue also envisions up to 15,000 individual issues trials. Neither plan is a proper deployment of the court's procedural jurisdiction under Section 7 of the *Class Proceedings Act, 1992*.

- Involving unnecessary procedural steps or unnecessarily convoluted procedural steps, and including self-serving procedural tactics designed to frustrate or gain a march on the opponent, the Plaintiffs' Section 7 Plan and the Defendants' Section 7 Plan, respectively, are inefficient, cumbersome, disproportionate, unfair, byzantine, and labyrinthine.

- The Plaintiffs' Section 7 Plans and the Defendants' Section 7 Plans both employ an Administrator to implement the Notice Plan and to gather information for both the plaintiffs and the defendants. However, an Administrator is unnecessary to disseminate notice to the class and this responsibility can and should be assumed by Koskie Minsky LLP.

- Moreover, in the respective Section 7 Plans, the Administrator would be tasked with responsibilities that interfere with the proper formulation of a lawyer and client relationship between Koskie Minsky LLP and the Players who would be the law firm's clients and that intrude on the responsibilities of the Defendants' lawyers to gather information for their clients' defence. It is for the lawyers not an Administrator to gather information about the client's claim or defence.

- The Plaintiffs' Section 7 Plan provides the Players with a right to opt into joinder actions by retaining Koskie Minsky LLP or to opt into joinder actions or individual actions by retaining other lawyers to bring the action. This design, however, conflates the right of the Players to opt out of a certified class action with the rights provided by Section 7 of the *Class Proceedings Act, 1992*, which rights are to continue the Plaintiffs' proposed class action - i.e., the action in which the Plaintiffs retained Koskie Minsky LLP. In the immediate case, a Section 7 plan is a recruitment device for the lawyer chosen by the Plaintiffs. In effect, in the immediate case, Section 7 is a way to continue the Plaintiffs' retainer for a class action into one or more other proceedings for the putative Class Members. In the immediate case, the Players always had the right to opt out of the proposed class action and Section 7 is <u>not</u> designed to create a recruitment advise for other than Koskie Minsky LLP.

- The Plaintiffs' Section 7 Plan and the Defendants' Section 7 Plan did not take into account the issues that were resolved by the Certification Motion, the Jurisdiction Motion, and the Ragoonanan Motion, most particularly the matters of the court's jurisdiction, the matter of venue, and the matter of joinders of parties and causes of action.

- The Plaintiffs' Section 7 Plans and the Defendants' Section 7 Plan respectively are self-servingly and disingenuously attempt to ameliorate weakness and problems in the claim and in the defence that cannot be fixed on a Section 7 Motion. There would be possibly insurmountable limitation period problems or certainly serious delays associated with adding new parties or new causes of action.

- The Plaintiffs' Section 7 Plan requires the Defendants to disclose information about insurance and about predecessor owners and defunct teams during Phase A, which phase occurs even before any actions have been commenced. This pre-pre discovery is not authorized by the *Class Proceedings Act, 1992* or by the *Rules of Civil Procedure* and is procedurally inappropriate and unjustified.

- In normal litigation and in proposed class actions, a plaintiff is not entitled to pre-judgment execution or pre-judgment security for judgment unless the conditions for a *Mareva* injunction are satisfied and a plaintiff's entitlement to what insurance policies are available to satisfy a judgment are exclusively addressed by rules 31.06 (4) and (5) of the *Rules of Civil Procedure*, and thus there is no justification and no authority to include pre-pre-discovery disclosure of insurance policies. (I shall return to this topic later in my Reasons for Decision after the discussion of the Draft Section 7 Plan.)

- The Plaintiffs' Section 7 Plan introduces procedural innovations that are beyond the court's jurisdiction on a Section 7 motion, although the procedures: (a) might be appropriate with the consent of the Defendants, which in this case is not forthcoming; or (b) are procedures that are within the domain of the lawyer and client relationship and not within the domain of the court's adjudicative function to provide; an example is the Wellness Support Persons, an innovation the merits of which is contentious although worthy of exploring.

- The Plaintiff's Section 7 Plan provide for the appointment of an "External Reviewer" at the Defendants' expense, to prepare a public report. This is another example of a procedural innovation that is outside the court's jurisdiction. Normative litigation is not a legislative function to determine social policy. Normative litigation is not a public inquiry. Normative litigation is not a truth and reconciliation project.

- The Defendants in the immediate case have not been found liable, and the court has no jurisdiction as a part of Notice, Notice Plan, or Section 7 Plan to order the Defendants to produce a video to be posted on their web pages.

- Many of the Defendants' objections to the Plaintiffs' Section 7 Plan as impinging on the Defendants' due process rights and as being beyond the court's jurisdiction are incorrect and manifest a mistaken understanding of the court's authority under the *Class Proceedings Act, 1992,* the *Courts of Justice Act,* the *Rules of Civil Procedure* and the court's inherent, common law, and equity jurisdiction.

- The Defendants' rights with respect to exposure to claims (the viability of the causes of action), jurisdiction, venue, and joinder of parties and causes of action have been prescribed by the Certification Motion, the Jurisdiction Motion, and the Ragoonanan Motion. While not limitless, the court has abundant inherent, common law, and equity jurisdiction and authority under the *Class Proceedings Act, 1992,* the *Courts of Justice Act,* the *Rules of Civil Procedure* to address the procedural logistics problems of the immediate case.

- The appointment of a judge of the Ontario Superior Court of Justice as a mediator is withing the court's jurisdiction to appoint, but unnecessary and unjustified in the early stages of the Rule 7 Plan.

- The Plaintiffs' proposals for a reference and report confirmation procedure for Track 1 and 2 claims is without the consent of the Defendants, which is not forthcoming is beyond the court's jurisdiction to impose.

- The Plaintiffs make concessions in their procedures for the three proposed adjudicative tracks about the calculation of damages, about several liability, and about some information about player-on-player abuse, which would facilitate third party claims. These concessions are confusing and in my opinion should not be made. The Players' claims should not be short changed and it is for the Defendants to marshal their defences to minimize or apportion liability.

- Both parties proposals as to the mode of the actions be it normative actions, simplified procedure actions, summary judgment motions, trials etc. are premature. What is imminently required in the immediate case is to populate and plead up to 60 proposed joinder actions and have the lot of them prosecuted pursuant to case management, which was an example of a good idea about which there is consensus.

## I. The Court's Section 7 Plan Proposal

[73] A draft of a potentially approvable Section 7 Plan that suits the exigencies of the immediate case is set out below. In the next part of these Reasons for Decision I shall analyze and explain the draft plan.

*- style of cause –*

**Section 7 Plan**

*1.0 Recitals*

1.1 Pursuant to the *Class Proceedings Act, 1992,* Daniel Carcillo, Garret Taylor and Stephen Quick brought a proposed class action (Court File CV-20-642705-00CP;) against 60 amateur hockey teams, the Western Hockey League ("WHL"), the Ontario Hockey League ("OHL"), the Québec Major Junior Hockey League ("QMJHL"), and the Canadian Hockey League.

1.2 The proposed class action was brought on behalf of the following putative Class Members, hereinafter referred to as "Players":

> 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."
>
> Family Class" means "all parents, spouses, siblings, and children of Class Members.

1.3 The proposed class action had a class period commencing on May 8, 1975.

1.4 The Plaintiffs advanced four causes of action against the collective of the WHL, OHL, QMJHL, CHL, and their 60 teams, namely: (a) breach of fiduciary duty; (b) systemic negligence; (c) vicarious liability; and (d) breach of Québec causes of action.

1.5 The fundamental purposes of the Plaintiffs' lawsuit were: (a) behaviour modification; i.e., ending a culture of "abuse"; and (b) access to justice; i.e., imposing a collective liability to pay compensation to the victims of the "abuse."

1.6 The Fresh as Amended Statement of Claim defined the "abuse" as follows:

> "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.

1.7 The Plaintiffs moved for certification of their action as a class action, and the Defendants opposed certification, and brought a Jurisdiction Motion and a Ragoonanan Motion.

1.9 There was a four-day hearing of the Certification Motion, the Jurisdiction Motion, and the Ragoonanan Motion, and the court ruled, among other things, that:

a. The Ontario Superior Court of Justice has jurisdiction *simpliciter* over all of the Defendants; therefore, the Jurisdiction Motion was dismissed.

b. There are no collective causes of action; therefore, the Plaintiffs cannot be Representative Plaintiffs for claims against the 55 teams of the CHL; therefore, the Ragoonanan Motion was granted.

c. The Certification Motion was dismissed because the Plaintiffs did not satisfy all of the certification criteria.

d. The dismissal Order was suspended pending the determination of a motion for approval of a Notice, a Notice Plan, and a Section 7 Plan.

e. The Plaintiffs brought a motion for approval of the Notice, the Notice Plan, and a Section 7 Plan.

1.10 The purpose of the Section 7 Plan is to transition the proposed class action into up to 60 joinder actions to be commenced in Ontario in the Superior Court of Justice against the 60 defendant hockey teams, their defendant owners, the CHL, WHL, OHL, and QMJHL as co-defendants.

*2.0 Approval of Section 7 Plan, the Notice, the Notice Plan, and the Contingency Fee Retainer Agreements.*

2.1 The Court approves this Section 7 Plan, which includes a Notice and a Notice Plan.

2.2 The Court approves the Notices set out in this Section 7 Plan.

2.3 The Court approves the Notice Plan set out in this Section 7 Plan.

2.4 The Court approves the Players' Contingency Fee Agreement set out in the Section 7 Plan as Schedule "I".

2.5. The Section 7 Plan shall be governed by (a) the *Class Proceedings Act, 1992*; (b) the *Courts of Justice Act*; (c) the *Rules of Civil Procedure*; and (c) the Superior Court of Justice's inherent, common law, and equity jurisdiction.

2.6. On motion of the parties, the Section 7 Plan may be amended by further court order.

*3.0 Notice*

3.1 In accordance with the Notice Plan set out in the Section 7 Plan, Koskie Minsky LLP shall distribute to the Players the Notice set out in Schedule "II" to this Section 7 Plan.

3.2 In accordance with the Notice Plan set out in the Section 7 Plan, Koskie Minsky LLP and the Defendants shall post on their respective webpages, if any, the Notice set out in Schedule "III" to this Section 7 Plan.

3.3. In accordance with the Notice Plan set out in the Section 7 Plan, Koskie Minsky LLP shall release the Press Release set out in Schedule "IV" to this Section 7 Plan, which Press Release shall contain a link to the Notice set out in Schedule "II" to this Section 7 Plan.

3.4 In the Notices set out in Schedules II and III, the Players will be notified:

(a) that a proposed class action brought on their behalf was **not** certified.

(b) that had the proposed class action been certified, each Player would have had the two mutually exclusive choices of:

(i) opting-out of the class action, in which case the Player could sue the Defendants as a self-represented litigant or could sue the Defendants by retaining a lawyer of his own choosing; or

(ii) joining the class action (by not opting out), in which case the Playaer would have been represented by Koskie Minsky, LLP as Class Counsel.

(c) that since the proposed class action was not certified, the Player now has the three mutually exclusive choices of:

(i) [*insert opt-in date*] (*180 days from the approval of the Section 7 Plan*) electing to sue the Defendants in one or more of 60 joinder actions to be commenced by Koskie Minsky LLP pursuant to court approved contingent fee retainer agreements and pursuant to a Section 7 Plan;

(ii) suing the Defendants as a self-represented litigant, in which case the Player should be alert to the resumption of the running of limitation periods on [*insert s.28 termination date*] (365 days *from the approval of the Section 7 Plan*); or

(iii) suing the Defendants by retaining a lawyer, in which case, in which case the Player should be alert to the resumption of the running of limitation periods on [*insert s.28 termination date*] (365 days *from the approval of the Section 7 Plan*);

*4.0 Notice Plan*

4.1 Each of the Defendants shall by [*insert contact information date*] (36 *days from the approval of the Section 7 Plan*) provide Koskie Minsky LLP with a list (the "Defendants lists") of the Players' mail addresses, email addresses, and telephone numbers for text messages within their possession, power, or control.

4.2 Koskie Minsky LLP shall by compile by [*insert contact information date*] (36 *days from the approval of the Section 7 Plan*) a list of ("the Koskie Minsky LLP list") of the Players' mail addresses, email addresses, and telephone numbers for text messages within its possession, power, or control.

4.3 Koskie Minsky LLP shall by [*insert notice date*] (72 *days from the approval of the Section 7 Plan*) disseminate by mail, email, and text messages the Short Form Notice attached as Schedule "II" in English and in French.

4.4. Koskie Minsky LLP and the Defendants shall by [*insert notice date*] (*45 days from the approval of the Section 7 Plan*) post on their respective webpages, if any, the Notice set out in Schedule "IIi" in English and in French.

4.5 Koskie Minsky LLP shall by [*insert notice date*] (72 *days from the approval of the Section 7 Plan*) issue the Press Release set out in Schedule IV in English and in French through Canada Newswire.

4.6 The Defendants shall pay the reasonable costs of the Notice Plan.

*5.0 Opt-In Procedure*

5.1 If a Player choses to retain Koskie Minsky LLP to sue the Defendants, the must by [*insert opt-in date*] (180 *days from the approval of the Section 7 Plan*):

(a) sign the court approved contingent fee retainer agreement retaining Koskie Minsky LLP as his lawyer for one or more of the 60 joinder actions against the Defendants;

(b) complete a questionnaire to be prepared by Koskie Minsky LLP that is subject to lawyer and client and litigation privilege when completed.

5.3 A Player may not after [*insert opt-in date*] (*180 days from the approval of the Section 7 Plan*) opt-in.

5.4 The questionnaire shall contain questions:

(a) to confirm that the Player is a putative Class Member;

(b) to confirm that the Player was a victim of the "abuse";

(c) that require the Player to describe the incidents or incidents of the "abuse" including place(s), times, dates, participants; witnesses, events, *etc*.;

(d) that require the Player to describe the personal physical and mental harm suffered as a result of the "abuse";

(e) that require the Player to specify the relief that he would be seeking as a co-plaintiff in one or more of the 60 joinder actions against the Defendants;

(f) that require the Player to describing the monetary or financial harm he suffered as a result of the "abuse", and

(c) that require the Player to provide such further and other information as required by Koskie Minsky to join the Player as a co-plaintiff in one or more of the 60 joinder actions against the Defendants.

5.5 If the Player chooses to retain Koskie Minsky LLP to sue the Defendants, he agrees by [*insert intake interview date* (*within 270 days of the approval of the Section 7 Plan*) to attend an intake interview with Koskie Minsky LLP, which interview may be conducted in person or remotely by video or telephone conference.

*6.0 Commencement of the Running of Limitation Periods*

6.1 The dismissal of the Certification Motion shall come into effect 365 days after the approval of the Section 7 Plan.

*7.0 Commencement of Actions*

7.1 By [*insert commencement* date] (*365 days after the approval of the Section 7 Plan*), Koskie Minsky LLP, shall commence in the Ontario Superior Court of Justice in Toronto, up to 60 joinder actions against the teams of the WHL, OHL, and QMJHL, the CHL, WHL, OHL, and QMJHL as co-defendants.

7.2 The Statements of Claim shall name Toronto as the place of trial without prejudice to the court upon motion changing the venue to another place of trial in Ontario.

7.3 The actions shall be commenced for the putative Class Member who have retained Koskie Minsky pursuant to the court approved contingency fee retainer agreements.

7.4 The up to 60 joinder actions shall each by governed by the *Rules of Civil Procedure* and the Section 7 Plan.

7.5 The up to 60 joinder actions shall be commenced by Statement of Claim. The Statement of Claims shall attach as schedules the individual claims of each Player joined as a co-Plaintiff.

7.6 The Players are *domitus litus* and the Statements of Claim and the attached schedules may be pled in accordance with the privileged instructions of the Players as to the material facts and there is no obligation on the Players to disclose witnesses or participants in the events described although they are at liberty to do so.

7.7. Without leave of the court, in the Statements of Claims, the Players may plead only the causes of action that were pleaded for the Certification motion save and except the cause of action for (a) breach of fiduciary duty.

7.8 The Statements of Claim in the up to 60 joinder actions shall be sealed in the court's file.

7.9 Koskie Minsky LLP shall file in the open court file copies of the Statement of Claim substituting pseudonyms for the Players in the style of cause and in the schedules attached to the Statement of Claim.

7.10 The Lawyers who appeared at the Certification Motion as counsel for the Defendants shall admit service of the Statements of Claim, which shall be served along with a Specialized Rule 49 Offer for each Player.

7.11 The Defendants may <u>not</u> challenge the jurisdiction of the Ontario court on the grounds of absence of jurisdiction *simplicter*.

7.12 The Defendants may not challenge the jurisdiction of the Ontario court on the grounds of forum *non conveniens*.

7.13 The Defendants may <u>not</u> challenge the joinder of plaintiffs to the 60 joinder actions, the joinder of defendants, or the joinder of causes of action.

7.14 The Defendants many not bring any motions for particulars or to challenge the Statements of Claims or the attached Schedules for pleading irregularities.

*<u>8.0 Statements of Defence and Third Party Claims</u>*

8.1 Using the pseudonyms style of cause, the Defendants shall deliver their respective Statements of Defence and any Third Party Claims within thirty days of service of the Statements of Claim.

*<u>9.0 Case Management</u>*

9.1 After the close of pleadings, the up to 60 joinder actions shall be case managed by a single judge appointed by the Regional Senior Judge in Toronto.

*<u>10.0 Privacy, Confidentiality, Privilege, and Disclosure of Information</u>*

10.1 Nothing in this plan abrogates the normal rules of privilege including lawyer and client privilege, litigation privilege, and settlement privilege.

10.2 It is a principle of the Section 7 plan that as between the parties there shall be full disclosure of relevant information in accordance with the *Rules of Civil Procedure* and that the open court

principle applies to hearings in open court at which time subject to confidentiality or privacy orders to the contrary, the sealed Statements of Claim will be unsealed.

10.3 After the close of pleadings, the parties may apply for confidentiality and privacy orders pursuant to the *Rules of Civil Procedure* as they may be advised.

*11.0 Affidavits of Documents*

11.1 Within 60 days after the close of pleadings, each Player shall serve his or her Affidavit of Documents unless his claim has settled pursuant to the Rule 49 Offer or otherwise.

11.2 Within 60 days after the close of pleadings, each co-Defendant shall serve his or her Affidavit of Documents.

11.3 The parties' respective affidavits of documents shall not be filed in the court file.

*12.0 Examinations for Discovery*

12.1 Subject to the provisions of this section of the Section 7 Plan, the parties shall settle a Discovery Plan in accordance with the *Rules of Civil Procedure.*

12.2 The evidentiary record from the Certification Motion, the Jurisdiction Motion, and the Ragoonanan Motion shall be deemed to be examinations for discovery in all of the up to 60 joinder actions.

12.3 The deemed undertaking rule and the common law implied undertaking rule shall not apply in all of the up to 60 joinder actions.

*13.0 Specialized Rule 49 Offers*

13.1 Koskie Minsky LLP shall deliver with the Statements of Claim in the up to 60 joinder actions a specialized Rule 49 Offer to reflect the exigencies of the particular action.

13.2 In any event, the Specialized Rule 49 Offers will augment the schedules to the Statement of Claim with a list of documents or affidavits that support and quantify the Players' claims.

*Schedule I – Koskie Minsky LLP, Contingency Fee Retainer Agreement* [to be drafted]

*Schedule II – Short Form Notice* [to be drafted]

*Schedule III – Webpage Notice* [to be drafted]

*Schedule IV – Koskie Minsky LLP Press Release* [to be drafted]

## J. Explanation and Analyis of the Draft Section 7 Plan

[74] The design of the Draft Section 7 Plan is to solve the procedural logistics challenge of transitioning a proposed class action into an altered form.

[75] In regard to procedural systems design, the Certification Motion, Jurisdiction Motion, the Ragoonanan Motion, has already determined who are the parties, what are the causes of action, where the actions shall be determined (Ontario's Superior Court of Justice), and that there shall be up to 60 joinder actions.

[76] The procedural logistics problems that remain to be solved by a Section 7 Plan are to convert a class action contingency fee retainer for the Representative Plaintiffs and the Players with Koskie Minsky LLP, into a joinder of actions retainer and to populate and plead and

commence the Players' actions.

[77] The draft Section 7 Plan is designed:

a. to give the Players notice of their litigation choices as a result of the outcome of the Certification Motion, the Jurisdiction Motion, the Ragoonanan Motion and the Section 7 Motion;

b. to inform the Players of how to participate in what would be a continuation of the dismissed Certification Motion in an altered form;

c. to establish lawyer and client relationships between the Players who wish to pursue claims and Koskie Minsky LLP;

d. to provide Koskie Minsky LLP with the information necessary to commence up to 60 joinder actions in which the plaintiffs will be *dominus litus* in the normal way;

e. to have the up to 60 joinder actions commenced and served within one year from the approval of the Section 7 Plan and to have the Statements of Claim delivered with Specialized Rule 49 Offers

f. to have the Statements of Defence, the pleadings closed, and within 60 days of the close of pleadings have affidavits of documents exchanged so that all of the up to 60 joinder actions can be submitted to case management by a judge appointed by the Regional Senior Judge in Toronto

g. to protect the up to 60 joinder actions from any interlocutory motions until the actions are submitted to case management, after which the prosecution and the defence of the actions will be overseen by a case management judge, with the exception of a few already prescribed procedures, (*i.e.,* the use of the evidentiary record from the Certification Motion, the Jurisdiction Motion and the Ragoonanan Motion, the waiving of the deemed undertaking and the implied undertaking rule).

[78] It is to be noted that under the heading "Commencement of the Running of Limitation Periods," the Draft Section 7 Plan provides that The dismissal of the Certification Motion shall come into effect 365 days (1 year) after the approval of the Section 7 Plan. The explanation for this provision is that in accordance with s. 28 (1) (a) of the *Class Proceedings Act, 1992* "any limitation period applicable to a cause of action asserted in a proceeding under this Act is suspended in favour of a class member on the commencement of the proceeding and … resumes running against the class member when, (a) the court refuses to certify the proceeding as a class proceeding; …".

[79] In other words, with the dismissal of the Certification Motion, (but for the fact that the Plaintiffs have appealed that dismissal), limitation periods would resume running. This would create a problem because in the immediate case, it will take a year to constitute the up to 60 joinder actions and it is only when those actions are actually commenced that the resumption of limitation periods should recommence.

[80] As a gesture of good faith and cooperation, the Defendants have offered to continue the suspension of limitation periods until the end of the notice period in their Section 7 Plan. This is a nice gesture, but it is inadequate in the circumstances. The resumption of the running of limitation periods should be commensurate with the commencement of the 60 joinder actions.

[81] Before moving on to discuss other matters, with respect to limitation periods, it should be noted that if the Plaintiffs and the Defendants are both satisfied with the Section 7 Plan approved by the court, neither party should appeal the Section 7 Plan's approval and the Plaintiffs should forthwith abandon their appeal of the Certification Motion and the Ragoonanan motion decisions. The proposed class action will have been successfully transitioned into up to 60 joinder actions.

[82] If the Plaintiffs are satisfied but the Defendants are not satisfied with the approved Section 7 Plan, then the Defendants should appeal the Section 7 approval order and the Plaintiffs' should revive their appeals and the Court of Appeal will undoubtedly sort it all out.

[83] Returning to the explanation of the Draft Section 7 Plan, it is to be noted that up until the time that the up to 60 joinder actions are submitted to case management, there is no need for sealing orders or confidentiality orders. The court file will seal the unredacted Statements of Claim and their schedules that have been served on the Defendants. A copy of the Statements of Claim for the public with pseudonyms for the Players will be available. Using the pseudonyms style of cause, the Defendants shall deliver their Statements of Defence. Affidavits of documents and transcripts need not be filed until needed. The anonymity of the Players continues until there are court hearings. The parties may then apply for sealing orders and confidentiality orders as they may be advised.

[84] It is to be noted that save for the use of pseudonyms in the pleadings that are in the open court file, the open court principle remains extant and the Draft Section 7 Plan expressly states that it is a principle that as between the parties there shall be full disclosure of relevant information in accordance with the *Rules of Civil Procedure*. The open court principle applies to hearings in open court at which time subject to confidentiality or privacy orders to the contrary, the sealed Statements of Claim will be unsealed.

[85] It may be noted that the Draft Section 7 Plan does not address the Plaintiffs' request for pre-pre discovery disclosure of insurance policies. This was much discussed at the Phase 1 hearing.

[86] Koskie Minsky LLP explained this request as necessary and justified because the Players should not have the bear the enormous personal and emotional harms entailed in prosecuting claims about the "abuse" only to be disappointed by a judgment proof Defendant. Koskie Minsky LPP were also candid in revealing that the firm needed this information to assess whether they should assume the risks or a contingency fee retainer.

[87] To date, the Defendants have provided Koskie Minsky with a great deal of information about their insurance policies. Koskie Minsky LLP's own investigations have determined that Hockey Canada purchased insurance to indemnify the CHL and its Teams for the widespread sexual and physical abuse alleged by former players. However, these insurance policies appear to only cover some types of misconduct by certain actors for certain time periods. Koskie Minsky LLP's investigations have also determined that Hockey Canada is suing its insurers about the insurance coverage for the Section 7 Plan. Further, Koskie Minsky LLP's investigations have revealed that Hockey Canada has significant reserve funds or self-insurance earmarked for claims such as those advanced in the immediate case; however, Hockey Canada will not confirm nor deny whether these funds are accessible by the putative Class Members.

[88] The Defendants' position to this request about more insurance information was that they have already provided all the insurance information including information about Hockey Canada's insurance policies for which the Defendants were named insureds and the only outstanding

information was information about Hockey Canada's funds earmarked for claims not covered by insurance. As for that information, it was the Defendants' position that it was premature to provide the information but they would not oppose providing whatever Hockey Canada information they had in their power, possession, and control.

[89] Hockey Canada's position was that it was not a party to this litigation and no third party disclosure motion had been brought. Further, it submitted that if such a motion had been brought, there was no basis for require it to disclose its reserve fund information and most particularly it was not an insurer.

[90] In my opinion, there was no need for the Draft Section 7 Plan to respond to the Plaintiffs' request for pre-pre discovery disclosure of insurance policies, which should be dealt with in the normal course after the up to 60 joinder actions are submitted to case management. The rationale for my opinion is that before the commencement of an action, lawyers acting under contingency fee retainers have no make their own assessment of the insolvency risks associated with a possibly judgment proof defendant and to advise their client's accordingly. This is essentially a lawyer and client matter about which the court and the *Rules of Civil Procedure* have no role.

[91] The *Rules of Civil Procedure* do provide for the disclosure of insurance information; however, that procedure becomes available during the examination for discovery stage. Rules 31.06 (4) and (5) state:

> *Insurance Policies*
>
> (4) A party may on an examination for discovery obtain disclosure of,
>
> > (a) the existence and contents of any insurance policy under which an insurer may be liable to satisfy all or part of a judgment in the action or to indemnify or reimburse a party for money paid in satisfaction of all or part of the judgment; and
> >
> > (b) the amount of money available under the policy, and any conditions affecting its availability.
>
> (5) No information concerning the insurance policy is admissible in evidence unless it is relevant to an issue in the action.

[92] In my opinion, rules 31.06 (4) and (5) are adequate and there need not be pre-pre discovery of insurance policy information in the immediate case.

[93] In the immediate case, I gathered from the Certification Motion that the CHL, WHL, the OHL, and the QMJHL and their member teams are a big business with considerable revenue streams. It is possible that one or more of the teams might not have insurance coverage and also be judgment proof, but that is once again a matter for Koskie Minsky LLP to exercise its own due diligence and to advise the Players about whether the risk of a judgment proof outcome means that commencing and prosecuting an action is not worth the time and resources required.

[94] In this last regard, it should be noted that there may be less than 60 joinder actions that are commenced under the Draft Section 7 Plan and one of the reasons for not commencing an action is that a target team is judgment proof. Another reason for not commencing an action is that it yet to be determined that each and every team is culpable. The Certification Motion settled that there is no collective liability, and it is possible that a team treated the Players in a civilized way and is not culpable for misconduct. It is in the realm of the lawyer and client relationship to assess litigation risk.

[95] The point to emphasize is that the Draft Section 7 Plan is designed to not interfere with the lawyer and client relationship. It provides an opportunity for Koskie Minsky LLP to recruit clients and to provide them with the legal advice necessary to give instructions for up to 60 joinder actions against the Defendants. It will be for the Players and Koskie Minsky LLP to determine the appropriate number of legally and practically viable actions. The Draft Section 7 plan incorporates a retainer agreement, a questionnaire, and an intake interview as part of the recruitment process. This information is protected by lawyer and client privilege and litigation privilege and while the contingency fee agreement will require court approval it is not for the court to intervene in lawyer and client matters.

[96] Moving on to the next matter to discuss, which is another matter that is not addressed in the Draft Section 7 Plan, it is the Plaintiffs' request for information about former owners and about defunct teams. In their proposed class action, the Plaintiffs did not sue: (a) previous owners of the 60 teams or John Doe corporations to stand in for any such previous owners; or (b) the owners of now defunct teams that existed during the class period but no longer exist.

[97] Upon analysis, this matter is conceptually similar to the last matter. Koskie Minsky, LLP submit that they need information about prior ownership, the transfer of franchises, and about defunct teams to advise a Player whether or not his claim against the team he played for is available against one of the 60 teams currently named.

[98] In other words, if the Player was on the roster of one of the 60 teams at a time when its ownership was different, Koskie Minsky LLP submits that it needs information to determine whether the successor owners, who are currently named as Defendants, assumed the liability of the former owners of the team.

[99] This is a matter that once again is a matter for Koskie Minsky's due diligence and advice to the client. Similarly, if the information provided to Koskie Minsky LLP is that the player was on the roster of a defunct team, it will be Koskie Minsky LLP's responsibility to advise the Player as may be appropriate. The Draft Rule 7 Motion is not the time to determine whether it is appropriate to add defendants to the list of 78 Defendants already sued.

[100] For present purposes, this is enough said about the contribution of Phase 1 to the creation of a Section 7 Plan

## K. Conclusion

[101] The Section 7 Motion shall proceed to Phase 2.

[102] No formal Order need be taken out for Phase 1.

[103] I commend the parties and their lawyers and thank them for their ongoing contribution to solving a very challenging a problem of procedural logistics for the administration of justice.

Perell, J.

Released: September 1, 2023

# Schedule A: Abuse of Players in the Canadian Hockey League- Individual Issues Protocol

*1. General*

1.1 This Protocol governs the procedures for the determination of the claims of individuals who were subjected to or affected by physical and sexual abuse, bullying, harassment, hazing, and tortious conduct while playing in the Canadian Hockey League (including its Member Leagues, the Ontario Hockey League, Western Hockey League, and Québec Major Junior Hockey League).

1.2 This Protocol may be amended by further order of the Court.

1.3 In this Protocol:

(a) "Court" means the Ontario Superior Court of Justice;

(b) "CHL" means the Canadian Hockey League;

(c) "QMJHL" means the Quebec Major Junior Hockey League;

(d) "OHL" means the Ontario Hockey League;

(e) "WHL" means the Western Hockey League;

(f) "Member Leagues" means the QMJHL, OHL, and WHL;

(g) "the Carcillo action" means the action in Court File CV-20-642705-00CP;

(h) "IIP Judge" means the case management judge for the Carcillo Action;

(i) "IIP Counsel" means Koskie Minsky LLP, in their role as Counsel responsible for administering the Individual Issues Protocol on behalf of all Claimants;

(j) "CHL Counsel" means the lawyers representing the defendants in the Carcillo Action with respect to issues relating to the administration of the IIP Process;

(k) "Player" means any individual who plays, has played, or who attended a training camp or other activities as a prospective player, for any Team within the CHL at any time from 1975 to the present;

(l) "Phase A" refers to the Notice, Claims and Common Discovery period, described in parts 10 to 16, below;

(m) "Phase B" refers to the Claims Mediation and Settlement period, described in parts 17 to 20, below;

(n) "Phase C" refers to the Claims Determination period, described in parts 21-32, below; and

(o) "League and Team Damages" refers to the proportion of the damages owed to a Player that are attributable to the proportionate degree of fault as between only the Team, the Member League, and the CHL, and does not include any damages that are found to be attributable only to any other party.

1.4 Nothing in this Protocol precludes the parties from settling any claim proceeding under this Protocol at any point. Rule 49 applies to any settlement offer made under this Protocol.

1.5 Nothing in this Protocol precludes the parties from moving before the IIP Judge for an amendment to the protocol. The parties may consent to procedural modifications to the protocol.

1.6 Where there is disagreement on the interpretation or application of this Protocol requiring directions of the Court, a case management conference will be convened with the IIP Judge to determine the most expeditious and efficient manner to resolve the dispute.

*2. Eligibility*

2.1 Any claim made by a Player in relation to physical and sexual abuse, bullying, harassment, hazing, and tortious conduct that affected the Player while playing in the CHL, and that took place between 1975 and the present, is eligible for consideration under this Protocol.

2.2 Only those claims made prior to the Claims Deadline, as defined in part 11.1, below, will be eligible to participate in Phase B (Claims Mediation and Settlement).

2.3 Late claims (claims made after the Claims Deadline) may be included in Phase C (Claims Determination) on the consent of the parties or, absent the consent of the parties, on motion to the IIP Judge.

*3. Confidentiality*

3.1 Any information provided, created or obtained in the course of carrying out this protocol, whether written or oral, will be kept confidential by the defendants and their counsel, the Claimants and their counsel, the Administrator and the Claims Adjudicator(s) and will not be shared or used for any purpose other than this protocol, unless required provided for or required by law.

3.2 Other than documents filed without seal pursuant to Phase C (Claims Determination), any party, including – without limitation – any defendant, Claims Adjudicator or the Administrator, or their counsel, shall treat all information and records received in relation to this protocol confidentially, and must execute an undertaking regarding confidentiality.

3.3 In the case of a defendant, each individual who will have access to confidential information or records must also execute an undertaking regarding confidentiality.

3.4 A defendant, Claims Adjudicator or the Administrator shall disclose information and records received in relation to this protocol only as required to carry out the protocol, and only after requiring the individual to whom information will be disclosed to execute an undertaking regarding confidentiality.

3.5 Claimant information, including material in printed and/or electronic format, shall be stored in a secure manner to ensure that only authorized persons who have signed the undertaking regarding confidentiality may access the information.

3.6 Nothing in this part prevents any Claimant from disclosing their own story.

*4. Available Relief*

4.1 Each Claimant will indicate, upon initiating a claim, the forms of relief that they seek in their claim.

4.2 A Claimant may:

(a) Claim for monetary compensation;

(b) Request an apology from the Claimants' Team, Member League, the CHL;

(c) Opt to participate in the External Reviewer process, as described at part 8, below.

*5. Administrator*

5.1 "Administrator" means [TBD]

5.2 The Administrator shall distribute the Notice and the Claims Form approved by the Court in accordance with this Protocol, as set out in part 10, below.

5.3 The Administrator shall provide services for the intake and indexing of claims, as described in parts 12 and 13, below.

5.4 The Administrator shall comply with the *Personal Information Protection and Electronic Documents Act*, S.C. 2000 c. 5.

5.5 The Administrator shall be paid for their services by the defendants.

*6. Claims Adjudicators*

6.1 In this Protocol, "Claims Adjudicators" or "Adjudicator Roster" means the group of legal professionals agreed to by the parties or appointed by the Court under this Protocol to adjudicate Track 1 and 2 claims.

6.2 Four months prior to the Claims Deadline, as defined at part 11.1, below, IIP Counsel and CHL Counsel will constitute the Adjudicator Roster by agreement, failing which the Court shall appoint the Adjudicator Roster from lists of candidates submitted by ICP Counsel and CHL Counsel.

6.3 If ICP Counsel and CHL Counsel cannot agree as to the number or identities of Claims Adjudicators, each of ICP Counsel and CHL Counsel will submit a number and list of proposed Claims Adjudicators, with brief written submissions, to the Court, and the Court will appoint the Adjudicator Roster.

6.4 The costs of the Claims Adjudicator process, including the fees of the Claims Adjudicators, will be paid by the defendants.

*7. Wellness Supports for Claimants*

7.1 Wellness Supports will be made available to each Claimant or potential Claimant, from the start of the Notice, Claims and Common Discovery Period until the Claimants' claim has been determined.

7.2 The Wellness Supports provided to Players will be paid for by the defendants.

7.3 The Wellness Supports made available to Claimants will include access to a trained individual capable of providing appropriate psychosocial support to Claimants ("the Support Person").

7.4 The Support Person will not be affiliated with any current or former Team, Member League, or the CHL.

7.5 The Support Person will respond promptly to all contacts from Claimants and will be available to meet with Claimants by phone or video call.

7.6 All meetings, calls and communications between a Claimant and the Support Person will be confidential. No information provided to the Support Person by a Claimant will be shared with any other party or individual unless such disclosure is at the explicit request of the Claimant or is necessary to prevent harm to the Claimant or others.

*8. External Reviewer*

8.1 An External Reviewer will be appointed by the Court at the time this Protocol is ordered.

8.2 The External Reviewer will be a current or former judge, or well-respected legal professional.

8.3 The External Reviewer will collect, consider, and report on the experience of Players who participate in the Protocol, and the phenomenon of pervasive abuse in the CHL, as means to provide restorative justice.

8.4 Each Claimant will have the following options:

(a) Sharing no information with the External Reviewer;

(b) Sharing their story with the External Reviewer on an anonymous basis; and

(c) Sharing their story with the External Reviewer without anonymization, but with an indication of whether or not they wish to be anonymous in the External Reviewer's public report.

8.5 Those Claimants who share their story with the External Reviewer without anonymization will indicate, in providing their story, whether they would be willing to meet with the External Reviewer.

8.6 For each Claimant who chooses to share their story with the External Reviewer, ICP Counsel will provide the External Reviewer with the Claim Synopsis, described at part 17, below.

8.7 Each Claimant may additionally choose to prepare and share with the External Reviewer a personal written account describing their experiences playing in the CHL, and the impact these experiences have had on their life.

8.8 After the Claims Period is complete, the External Reviewer will prepare a public report reflecting on any abuse that has occurred in the CHL, why such abuse has been pervasive, and any recommendations for reform. This report will be based on:

(a) Written stories of individual Claimants who have chosen to share their stories with the External Reviewer;

(b) Meetings held with Claimants at which the Support Person may also be present;

(c) Meetings with and written submissions from individuals associated with the CHL, the Member Leagues, and the Teams, as requested by the External Reviewer;

(d) Meetings with any other stakeholders that the External Reviewer believes may have relevant information;

(e) The Reasons of Perell J. on the certification motion, the Independent Review Panel Report, and the Players First Report; and

(f) Current and past League and Team policies.

8.9 The External Reviewer's Report will not be admissible as evidence for any of the claims and will not contain any legal findings.

8.10 The costs of the External Review process will be paid for by the defendants.

*9. Judicial Mediator*

9.1 The Court will appoint a sitting judge of the Ontario Superior Court of Justice to act as Judicial Mediator for this protocol.

9.2 The Judicial Mediator may, on consent:

(a) Mediate any issues that arise from or in relation to the IIP; or

(b) Mediate individual claims, or groups of claims, under the IIP.

*Phase A: Notice, Claims and Common Discovery Period*

*10. Notice and Notice Plan*

10.1 In this Protocol, "Notice" means the Short Form Notice and the CHL Abuse Website, as defined in the Notice and Dissemination Plan, providing players with notice of the individual issues and claims process under this Protocol, substantially in the forms approved by this Court.

10.2 The Administrator shall translate the English Notice into French.

10.3 Notice will be disseminated by the Administrator, by IIP Counsel, and by the defendants in accordance with the Notice and Dissemination Plan, as approved by the Court.

10.4 The Notice will include a toll-free phone number that accepts phone calls or SMS messages, an email address, mailing address, and website address through which Players can contact the Administrator or IIP Counsel to initiate a claim.

10.5 The reasonable cost of the Notice and the Notice Program shall be paid by the defendants.

10.6 The date the Notice is first transmitted, posted, or otherwise disseminated to Players by the Administrator shall be the "Notice Date".

*11. Claims Period*

11.1 The Claims Deadline will be twelve months after the Notice Date. Players will have until the Claims Deadline to initiate a claim.

11.2 The period between the Notice Date and the Claims Deadline will be referred to as the Claims Period.

11.3 A Claim will be deemed to have been initiated on the date that the Claimant first contacts the Administrator, regardless of the form through which they do so.

*12. Initiation of Claims*

12.1 For each Claim initiated, the Administrator will record the date that the Claim was initiated and will assign the Claim a Unique Claim Identification Number ["UCI"].

12.2 Each Claimant will, upon initiating a claim, indicated whether they intend to be represented by:

(a) IIP Counsel; or

(b) Other counsel identified by the claimant.

12.3 Each Claimant who opts to be represented by counsel will, upon initiating a claim, consent to the Administrator sharing their information with the counsel of their choice.

12.4 The Administrator, upon being advised of the Claimant's choice of representation will:

(a) If the Claimant wishes to be represented by IIP Counsel, provide IIP Counsel with the information they have received from the Claimant, the date on which the Claim was initiated, and the Claimant's UCI;

b) If the Claimant wishes to be represented by other counsel, or wishes to self-represent, provide the counsel identified and/or the Claimant with:

(i) The information described in part 12.4(a), above;

(ii) A copy of this IIP; and

(iii) A list of the information required for the Claims Index, and the format in which this information should be provided.

*13. Claims Index*

13.1 An index of Claims (the "Claims Index") will be created by the Administrator on a rolling basis during the Claims Period.

13.2 For each Claim, the Claims Index will include:

(a) The Claimant's UCI;

(b) The date on which the Claimant's claim was initiated;

(c) The Member Leagues and Teams against which the Claimant has claims;

(d) The time period in relation to which the Claimant has claims;

(e) A brief description (of 50 words or less) of the experiences of the Claimant on

which their Claim is based;

(f) Whether the Claimant requests an apology, monetary compensation, or both; and

(g) The name and contact details of the counsel retained by the Claimant, if any.

13.3 Counsel to any Claimant will provide this information to the Administrator within 60 days of the initiation of a claim, and no later than 30 days after the Claims Deadline.

13.4 Sixty days after the Notice Date, and every 60 days thereafter, the Administrator will distribute a copy of the Claims Index, containing information for the Claims received to that date, to IIP Counsel, CHL Counsel, and any other Claimant's or Defending Counsel.

13.5 The Claims Index will include all Claims made to the date on which the Claims Index is provided.

13.6 The Claims Index will not contain any identifying information about any Claimant.

13.7 The Claims Index will be for counsel eyes only and will only be provided on the condition that all counsel undertake to take no steps, and to ensure no defendant or Claimant takes any steps, to identify any Claimant based on the information provided in the Claims Index.

13.8 The Administrator will provide a Claims Index listing all Claims made before the Claims deadline to all counsel within 45 days of the Claims Deadline.

13.9 Counsel for a claimant will inform the Administrator, and the Administrator will record in the Claims Index, each time that a claim is settled, and the value for which the Claim was settled.

13.10 No Claims will be removed from the Claims Index.

*14. Identification of Defendants and Defending Counsel*

14.1 For the purposes of this Protocol, "Defending Counsel" refers to the counsel responsible for defending each individual Claim.

14.2 For each claim, CHL Counsel will inform the Claimant's counsel of the names, and contact details of the Defending Counsel for each claim and will identify who Defending Counsel represents.

14.3 CHL Counsel will also provide this information to the Administrator to be added to the Claims Index.

14.4 This information must be provided as soon as possible for each Claim, and no later than 30 days after receiving the final Claims Index.

14.5 Defending Counsel, once identified, will assume primary carriage of the Claim and will undertake any task assigned to either CHL Counsel or Defending Counsel, below.

*15. Common Discovery*

15.1 Common Discovery will proceed throughout the Claims Period, in accordance with the Common Discovery Order approved by the Court at the same time as this Protocol.

15.2 CHL Counsel will be responsible for ensuring that the Common Discovery Order is complied with.

15.3 CHL Counsel will report to the Court every 60 days, from the date on which the Common Discovery Order is made, to update the Court on its progress in fulfilling the Common Discovery Order.

15.4 Documents produced pursuant to the Common Discovery Order will be produced in a digital form accessible to IIP Counsel, to which any other counsel representing a Claimant will also be given access.

15.5 Part 3 of this protocol (Confidentiality) applies to documents produced pursuant to the Common Discovery Order.

*16. Team Transfer Information*

16.1 To permit counsel to advise a Claimant during Phase B (Claims Mediation and Settlement), CHL Counsel and Defending Counsel will provide Team Transfer information.

16.2 Within 60 days of this Protocol being ordered, CHL Counsel will provide the following information to IIP Counsel, in a manner that will be made accessible to all Claimants' counsel:

> (a) The names of the current owners (whether they be individuals, partnerships or corporations) of each Team in the CHL;
>
> (b) For each Team, the date on which the current owners took ownership of that Team;
>
> (c) The previous franchise names used by each Team during its history, including under previous ownership; and
>
> (d) The name, location, ownership, and dates of existence of any Team whose membership in the CHL was terminated and was not transferred to new ownership.

16.3 Each time that a Claim is made in relation to events on a Team that occurred prior to that Team's current owners taking ownership, CHL Counsel or Defending Counsel will provide, in a digital form accessible to all Claimant's Counsel, the following:

> (a) The names and contact details of former owners, and the dates on which the former owners took ownership, going back to the date that the Claimant played for the Team; and

b) Any and all documents involved in the transfer of Team ownership.

16.4 Requests for Team Transfer information will be made at the same time as, or after a Claim is included in the Claims Index by the Administrator.

16.5 CHL Counsel will have 60 days to provide Team Transfer information after it is requested.

16.6 All requests for Team Transfer Information must be satisfied within 90 days of the Claims Deadline.

*Phase B: Claims Mediation and Settlement*

*17. Claims Summaries*

17.1 Counsel for each Claimant will prepare and provide to Defending Counsel a Claim Synopsis for each Claimant.

17.2 Each Claim Synopsis will include:

(a) The Claimant's Name and UCI Number;

(b) Details of the Teams, Leagues and years in which the Claimant played;

(c) A "will say" statement describing the Claimants' experiences in the CHL, and the impact those experiences have had on the Claimant;

(d) The causes of action that the Claimant expects to pursue; and

(e) A list of the documents or further affidavits that the Claimant believes they can provide in support of their claim, without prejudice to the Claimant's ability to provide further documents in Phase C.

17.3 Claim Summaries will be provided on a rolling basis as claims are made, and all claim summaries will be provided within 90 days of the Claims Deadline.

*18. Insurance Information*

18.1 To permit counsel to advise Claimants during Phase B (Claims Mediation and Settlement), CHL Counsel or Defending Counsel will provide counsel for each Claimant with the Insurance Information relevant to their Claim, within 60 days of receiving the Claim Synopsis.

18.2 For each Claimant, CHL Counsel or Defending Counsel will provide the following information:

(a) The details of any insurance policy that may respond to the Claim and a copy of the policy, if it has not already been produced in a manner accessible to the Claimant's counsel;

(b) The sums currently available under the responsive policy and how much has been paid out of the policy including on defence costs;

(c) The insurer's position on coverage, including whether the insurer has committed to coverage, taken an off-coverage position, or reserved their rights;

(d) If the insurer takes an off-coverage position, the reasons for the insurer's position and whether the insurer and the insured are in agreement; and

(e) If the insurer has taken an off-coverage position, or if no insurance policy is responsive to the Claim:

(i) Hockey Canada's position on whether it will commit to covering the claim; and

(ii) If Hockey Canada will not cover the claim, the reasons for its refusal.

18.3 CHL Counsel or Defending Counsel will report to IIP Counsel and Claimant's Counsel, every 60 days from the provision of the first Insurance Information until this protocol is exhausted, on the erosion, to that date, through fees paid to counsel in the *Carcillo* action or under this process, of the limits of the policies identified as responsive to the Claims.

*19. Early Testing of Claims for the Purpose of Settlement*

19.1 Where, after reviewing a Claim Synopsis, Defending Counsel may be prepared to engage in reasonable settlement discussions, a limited testing of the Claim will be permitted.

19.2 Where Defending Counsel wishes to test a claim for the purpose of potential settlement, they can request, through a Claimant's counsel, to review the evidence described in the Claims Synopsis, and/or to interview the Claimant. Defending Counsel will have 30 days, after receiving the Claim Synopsis, to make such a request.

19.3 A Claimant may refuse a request to review documents or attend an interview, and such refusal will have no bearing on the determination of the Claim in Phase C.

19.4 Where the Claimant agrees to an interview, the interview:

(a) Must be conducted within 60 days of the Claimant's confirmation;

(b) Will be conducted by Defending Counsel in the presence of the Claimant's counsel and the Support Person;

(c) Will not be longer than 2 hours, unless the parties agree to extend it;

(d) Will not be recorded;

(e) Will be held on a without prejudice basis, and may not be used – in any form or for any reason – in the determination of any Claim in Phase C;

(f) Will be conducted in a trauma-informed manner; and

(g) Can be terminated by the Claimant at any time.

19.5 Where documents are requested, the Claimant will have 30 days to provide the documents to Defending Counsel.

*20. Early Settlement Offers*

20.1 Any early settlement offers will be made by the latest of the following dates:

(a) If no interview or documents are requested, 30 days after the Claim Synopsis is provided to Defending Counsel;

(b) If the Claimant declines to provide an interview or documents, 30 days after that decision is communicated to defendants' counsel;

(c) If an interview is conducted, 30 days after the interview; and

(d) If documents are requested, 30 days after the documents are provided.

20.2 Any early settlement offer must be valid for a period of at least 30 days.

20.3 Where a Claimant has requested an apology, any early settlement offer provided must specify whether such an apology will be forthcoming, from whom the apology will emanate, and any conditions under which the apology will be made.

20.4 Where an early settlement offer is accepted, the Administrator will be informed and will record this information in the Claims Index.

*Phase C: Claims Determination*

*21. Selection of Tracks by Claimants*

21.1 Each Claimant who wishes to proceed with the determination of their claim shall select a Track for the determination of their claim.

(a) Track 1 and 2 claims will be heard by a Claims Adjudicator from the Adjudicator Roster.

(i) Track 1 claims are for non-pecuniary League and Team Damages only and will be determined on a paper record without a hearing. Damages awarded for a Track 1 claims will not exceed $100,000. Costs in Track 1 will be capped at $12,000, unless a Rule 49 offer to settle has been made to which cost consequences apply.

(ii) Track 2 claims are for any League and Team Damages and will be determined at a hearing.

(b) Track 3 claims will proceed by summary judgment, with the modifications set out below.

21.2 Counsel for the Claimant, or the Claimant, will advise the Administrator of the Track selected by the Claimant.

21.3 The Administrator will add the Track chosen by the Claimant to the Claims Index and will provide a copy of the Index, with this information listed for each Claim, to counsel for each Claimant.

*22. Filing of Joinder Actions*

22.1 Claimants will be grouped by the Team on which the majority of the abuse that they experienced occurred, at the discretion of IIP Counsel or counsel for the Claimant.

22.2 Up to two joinder actions will be commenced per Team:

(a) For each Team for which at least two Claimants have opted for Track 1 or 2, a joinder action will be commenced.

(b) For each Team for which at least two Claimants have opted for Track 3, a Track 3 joinder action will be commenced.

22.3 Where there is only one Track 1 or 2 Claimant, or only one Track 3 Claimant, for a Team, an individual action will be commenced. The adjudication procedures, described below, will apply to these actions.

22.4 Each action under this Protocol will be filed in Toronto. No defendant or Claimant will move to transfer any action under this Protocol.

22.5 All Track 1 and 2 actions will proceed in sealed court files in accordance with s. 137(2) of the *Courts of Justice Act*, R.S.O. 1990, c. C.43. Track 3 claimants may apply in the regular course to seal all or part of their court file.

22.6 Each action will name, as defendants, the Team, Member League, and the CHL, and any additional Teams against which a Claimant in that action has claims.

22.7 Track 1 and 2 Actions will be commenced within 6 months of the Claims Deadline.

22.8 Defending Counsel will accept service of the action on behalf of the defendants that they represent.

22.9 No motion, other than motions contemplated in this Protocol, may be brought on an action under this Protocol without leave of the court.

*23. Lifting of the Implied Undertaking Rule*

23.1 The Deemed Undertaking Rule (rule 30.1) will not apply between actions commenced under this Protocol.

23.2 Evidence obtained in one action commenced under this Protocol may be proffered in any other action commenced under this Protocol, provided that it is relevant and material to the action in which it is proffered.

*Procedure and Protections for Track 1 and 2 Claims*

*24. Allocation of Adjudicators to Track 1 and 2 Claims*

24.1 Each individual Track 1 and 2 Claim will be referred to a Claims Adjudicator for determination in accordance with this Protocol.

24.2 Track 1 and 2 Claims will be determined out of court.

24.3 Track 1 and 2 Claims will be allocated to Claims Adjudicators in a manner that promotes efficiency and consistency in determinations.

24.4 To the greatest extent possible, the same Claims Adjudicator or Adjudicators will consider all of the Track 1 and 2 Claims from one Member League.

*25. Lead Adjudicator Opinion*

25.1 An individual Claims Adjudicator will be appointed, from the Adjudicator Roster, by the IIP Judge to act as Lead Adjudicator.

25.2 The opinions expressed by the Lead Adjudicator in their reports will guide other Claims Adjudicators in considering similar issues to those considered by the Lead Adjudicator. Claims Adjudicators should provide reasons for departing from these opinions.

*26. Common Documents Package*

26.1 To reduce duplication of efforts, IIP Counsel and CHL Counsel will endeavour to agree on a Common Documents Package for all claims.

26.2 The Common Documents Package, if one is agreed upon, will be provided to all Claimants' counsel, and will form part of the record before a Claims Adjudicator on each Track 1 and 2 Claim.

26.3 The admissibility of, and weight to be given to, evidence contained in any Common Documents Package will be for each Claims Adjudicator to decide.

*27. Cross-Examination with Support Person Present*

27.1 On Track 1 and 2 Claims, a Claimant may request that their cross-examination be conducted in the presence of the Support Person.

27.2 The Support Person will provide support before, during and after the cross-examination, and may speak with the Claimant about their evidence during any breaks in the cross-examination.

*28. Track 1 Claims*

28.1 Only non-pecuniary League and Team Damages of up to $100,000 will be available in Track 1.

28.2 There will be no examinations for discovery in Track 1.

28.3 The process for litigating a Track 1 claim will be as follows:

(a) The Claimant will provide, to the Claim Adjudicator and the defendants, a personal affidavit.

(b) The Claimant may also provide, at the same time, up to four additional affidavits in support of their claim.

(c) Within 60 days of receiving the Claimant's affidavits, the Defendants may provide, to the Claim Adjudicator and the Claimant, up to 5 affidavits.

(d) Within 30 days of receiving the Defendants' affidavits, if any, the Claimant may provide reply affidavits.

(e) Upon the last of these affidavits being provided, each of the affiants may be cross-examined:

(i) Orally, for a duration of no more than 2 hours, unless the parties agree to extend it; or

(ii) By written interrogatories of equivalent length to that permitted orally.

(f) All cross-examinations will be conducted, and all written interrogatories responded to, within 90 days upon request.

(g) The Claimant will provide written submissions of no more than 30 pages:

(i) If no cross-examinations are requested, within 60 days of the final affidavit being provided;

(ii) If cross-examinations are requested, within 60 days of the transcript being delivered for the final cross-examination.

(h) Within 45 days of receiving the Claimant's written submissions, the Defendants may provide one set of written submissions of no more than 30 pages.

(i) Within 20 days of receiving the Defendants' written submissions, the Claimant may provide a short 5-page reply.

28.4 No other evidence, other than any Common Documents Package, can be provided on a Track 1 Claim. However, where relevant, the Adjudicator may consider an affidavit or a cross-examination provided or conducted on another Track 1 or Track 2 Claim.

28.5 After receiving the Defendants' written submissions, the Claims Adjudicator shall prepare a report addressing the points described at part 30.1, below, and shall endeavour to do so within 90 days.

28.6 On a Track 1 Claim, an Adjudicator may not award costs of more than $12,000.

*29. Track 2 Claims*

29.1 Only League and Team Damages will be available in Track 2.

29.2 IIP Counsel and CHL Counsel will agree upon a roster of joint experts in the following areas for use in all Track 2 Claims:

(a) Psychology/Psychiatry;

(b) Cost of Future/Past Healthcare;

(c) Vocational; and

(d) Accounting.

29.3 The cost of the joint experts will be borne by the Defendants in each Track 2 claim until a final decision is made with respect to costs and disbursements.

29.4 The process for making a Track 2 claim will be as follows:

(a) Affidavits of Documents:

(i) The Claimant will provide an affidavit of documents.

(ii) Within 60 days of receiving the Claimant's affidavit of documents, each Defendant will provide an affidavit of documents;

(b) Examinations for Discovery:

(i) Within 90 days of the exchange of affidavits of documents, examinations for discovery will take place.

(ii) No party shall, in conducting oral examinations, exceed a total of three hours of examination, regardless of the number of parties or other persons to be examined.

(c) Fact Evidence:

(i) Within 120 days of the completion of examinations for discovery, the joint experts shall deliver their reports to the parties.

(ii) Within 45 days of the completion of the joint expert reports, the Claimant shall provide a personal affidavit in support of their claim, and any additional affidavits.

(iii) Within 45 days of receiving the Claimant's affidavits, the Defendants may provide responding affidavits.

(iv) Within 30 days of receiving the Defendants' responding affidavits, the Claimant may provide reply affidavits.

(d) Upon the last of these affidavits being provided, each of the affiants may be cross-examined:

(i) Orally, for a duration of no more than 4 hours, unless the parties agree to extend it; or

(ii) By written interrogatories of equivalent length to that permitted orally.

(e) All cross-examinations will be conducted within 60 days upon request.

(f) The Claimant will provide written submissions of no more than 40 pages:

(i) If no cross-examinations are requested, within 45 days of the final affidavit.

(ii) If cross-examinations are requested, within 45 days of the final cross-examination transcript being delivered.

(g) Within 30 days of receiving the Claimant's written submissions, the Defendants may provide written submissions of no more than 40 pages.

(h) Within 15 days of receiving the Defendant's written submissions, the Claimant may provide reply submissions of no more than 10 pages.

29.5 Within 15 days of receiving the final written submissions, the Claims Adjudicator will convene an oral hearing of no more than one day.

29.6 The Claims Adjudicator shall, following the oral hearing, prepare a report addressing the points described at part 30.1, below, and shall endeavour to release the report within 90 days.

*30. Adjudicator Reports and Confirmation Motions*

30.1 Upon determining a Track 1 or Track 2 claim, the Claims Adjudicator will issue a report stating:

(a) The events that the Claims Adjudicator is satisfied, on a balance of a probabilities, took place;

(b) The harms that the Claims Adjudicator is satisfied, on a balance of probabilities, were suffered by the Claimant as a result of these events;

(c) The defendants that the Claims Adjudicator finds liable for these harms, and why;

(d) The apportionment of liability as between defendants, and to any non-parties, if applicable;

(e) The damages that the Claims Adjudicator recommends awarding to the Claimant; and
(f) Any award of costs that the Claims Adjudicator deems appropriate.

30.2 Claimants' Counsel will bring motions to confirm the Claims Adjudicators' reports, which motions may be brought individually or in batches.

30.3 IIP Counsel, Claimant's Counsel, Defending Counsel or CHL Counsel may make submissions on a confirmation motion.

*31. Track 3 Claims*

31.1 Track 3 Claims shall be determined by summary judgment motions pursuant to the *Rules of Civil Procedure*, with the alterations described below.

31.2 One or more summary judgment motions will be brought to determine the claims in each Track 3 joinder action, at the discretion of Claimant's Counsel.

31.3 For each Claimant on a Track 3 Claim, the Statement of Claim will provide, to the best of the Claimant's knowledge, information identifying the individuals who directly perpetrated the abuse at issue in their claim. These individuals:

(a) May be named, additionally to the Claimants' Team, Member League and the CHL, as defendants on the Statement of Claim; or

(b) May be the subject of a Third Party Claim brought by the Defendants within the timeframe set out below.

31.4 The process for determining Track 3 Claims will be as follows:

(a) Within 30 days of receiving a Statement of Claim for a Track 3 joinder action, the Defendants shall deliver their Statement of Defence and any Third Party Claim, pursuant to part 31.3(b), above.

(b) The Claimants shall deliver their reply:

(i) Within 30 days after receiving the Statement of Defence, if no Third Party Claim has been made;

(ii) Within 45 days after receiving the Statement of Defence, if a Third Party Claim has been served in Ontario;

(iii) Within 60 days after receiving the Statement of Defence, if a Third Party Claim has been served elsewhere in Canada or in the United States; or

(iv) Within 90 days after receiving the Statement of Defence, if a Third Party Claim has been served anywhere else.

(c) Within 120 days after delivering their reply, the Claimants shall deliver a notice of motion for summary judgment, and their supporting affidavits for the motion.

(d) Within 120 days after receiving the Claimants' motion and supporting affidavits, the Defendants and any Third Party may deliver affidavits in response to the summary judgment motion.

(e) Within 60 days after delivery of the Defendants and Third Party's responding materials, any party may deliver reply affidavits.

(f) No less than 30 days after the delivery of the Defendants and Third Party's responding materials, the Claimants shall bring a motion to fix a timetable for the balance of the summary judgment motion.

*32. Discontinuance of the Class Proceeding: Carcillo v. Canadian Hockey League et al*

32.1 Pursuant to s. 28 of the *Class Proceedings Act*, as it stood when the *Carcillo* action was filed, the limitation period for claims under this Protocol was suspended on June 18, 2020.

32.2 Pursuant to s. 28 of the *Class Proceedings Act*, as it stood when the *Carcillo* action was filed, the limitation period for claims under this Protocol will remain suspended until the class proceeding is discontinued.

32.3 When IIP Counsel is satisfied that all joinder actions contemplated by this Protocol have been issued, IIP Counsel will bring a motion to discontinue the class action.

32.4 If IIP Counsel fails to do so, CHL Counsel may bring a motion to discontinue the class action.

32.5 The Dismissal Order of Perell J., on the *Ragoonanan* motion brought by the defendants in the *Carcillo* action will remain suspended until the class proceeding is discontinued, unless the IIP Judge orders otherwise.

## Schedule “B”: Abuse of Players in the Canadian Hockey League IIP- Notice and Dissemination Plan

*1. General*

1.1 This Notice and Dissemination Plan governs the procedure for notifying Players (as defined below) who played in the Canadian Hockey League (including its Member Leagues, the Ontario Hockey League, Western Hockey League, and Quebec Major Junior Hockey League) of the Individual Issues Protocol ("IIP") and the opportunity to opt-in to make a claim under the IIP.

1.2 In this Notice and Dissemination Plan:

(a) "Administrator" means a company to be determined by the parties providing

administration services;

(b) "CHL" means the Canadian Hockey League;

(c) "QMJHL" means the Quebec Major Junior Hockey League;

(d) "OHL" means the Ontario Hockey League;

(e) "WHL" means the Western Hockey League;

(f) "Member Leagues" means the QMJHL, OHL, and WHL;

(g) "Teams" means the major junior hockey teams of the Member Leagues;

(h) "the *Carcillo* action" means the proposed class action, *Carcillo v. Canadian Hockey League*, CV-20-00642705-00CP;

(i) "IIP Judge" means the case management judge for the *Carcillo* Action;

(j) "IIP Counsel" means Koskie Minsky LLP, in their role as Counsel responsible for administering the Individual Issues Protocol on behalf of all Claimants;

(k) "CHL Counsel" means the lawyers representing the defendants in the *Carcillo* Action with respect to issues relating to the administration of the IIP Process;

(l) "Player" means any individual who plays, has played, or who attended a training camp or other activities as a prospective player, for any Team within the CHL at any time from 1975 to the present;

(m) "Notice Date" means the date on which the Administrator sends an email to Players, as contemplated in part 3.2(d); and

(n) "Claims Period" means the 12-month period between the Notice Date and the deadline for making a claim.

*2. Form of Notice*

2.1 Notice of the IIP will be provided to Players:

(a) In the short form set out in Appendix A, as distributed in accordance with this plan; and,

(b) In the form of a website ("the CHL Abuse Website"), as described in part 4, below, and Appendix B, a link to which will be distributed in accordance with this plan.

*3. Distribution of Short Form Notice*

3.1 The Short Form Notice will be distributed by the Administrator, IIP Counsel, CHL Counsel and the Defendants, as described below.

3.2 The Short Form Notice shall be distributed to Players by email, as follows:

a) Each defendant Team, Member League, and the CHL shall provide the Administrator with the email address of every current and former Player for whom the Team or League has this information within 30 days of this Notice and Dissemination Plan being ordered.

(b) CHL Counsel shall ensure that every defendant Team and League fulfils the obligation set out in part 3.2(a), above.

(c) IIP Counsel shall provide the Administrator with the email address of every current and former Player who has contacted IIP Counsel regarding abuse in the CHL, within 30 days of this Notice and Dissemination Plan being ordered.

(d) When parts 3.2(a) to 3.2(c) have been complied with, the Administrator shall send to each Player for whom an email address has been provided the Short Form Notice, in both English and French.

3.3 The Administrator shall send the Short Form Notice and the French language translation to any Player who requests it after the Notice Date.

3.4 The defendants and CHL Counsel shall provide a copy of the Short Form Notice to any individual who contacts them during the Claims Period regarding abuse of Players.

3.5 On the Notice Date, or within 7 days thereafter, IIP Counsel shall issue a press release, in English and French through Canada Newswire, announcing the claims process and including within it the Short Form Notice.

3.6 The Administrator and IIP Counsel shall post the Short Form Notice and its French language translation on their websites on, or within 7 days after, the Notice Date.

3.7 Each defendant that maintains a website or websites shall post the Short Form Notice and its French language translation on their websites.

(a) This posting must be made in a prominent, easily accessible section of the defendants' websites, and – if the websites contain a section relating to player support – shall be posted in that section.

(b) This posting must be made on, or within 14 days after, the Notice Date.

3.8 Within 14 days of the Notice Date, each defendant Team shall post, and re-post as necessary, paper copies of the Short Form Notice in the arena in which that Team plays:

(a) In a prominent location by or close to each entrance/exit used by the public in attending hockey games; and

(b) In a prominent location in each locker room used by any Player.

3.9 The defendants are responsible for ensuring that all paper copies of the Short Form Notice are replaced if removed, defaced or damaged.

*4. The CHL Abuse Website*

4.1 The Administrator, with input from IIP Counsel and CHL Counsel, will create a website ("the CHL Abuse Website").

4.2 The CHL Abuse Website will become public on the Notice Date, shortly prior to or simultaneously with the sending of the email contemplated in part 3.2(d).

4.3 The CHL Abuse Website will be maintained until the IIP is exhausted or the External Reviewer publishes their report, whichever occurs later, and for at least 5 years thereafter.

4.4 The CHL Abuse Website will include the pages and content set out in Appendix B, and any additional content that the parties agree to include, or that the IIP Judge orders be included.

4.5 The CHL Abuse Website will include a professionally produced video, to be produced at the expense of the defendants.

4.6 The CHL Abuse Website will include a pop-up warning, when first accessed from a particular device and internet browser, regarding the nature of the details of abuse described therein.

4.7 The CHL Abuse Website will include a prominent "Exit Website" button on every page, allowing individuals to navigate away from the CHL Abuse Website.

4.8 The CHL Abuse Website will be available in both English and French.

(a) The Administrator will translate each page of the website into French.

(b) Prominent buttons in the header of the website, included on every page, will allow visitors to the website to switch between the English and French versions.

4.9 Once complete, the External Reviewer's public report, as described in part 8 of the Individual Issues Protocol, will be posted on the CHL Abuse Website.

*5. Dissemination of Link to the CHL Abuse Website*

5.1 In addition to the distribution of the Short Form Notice, the link directing Players to the CHL Abuse Website will be disseminated with the following text:

(a) "Did you play in the Canadian Hockey League at any time since 1975? If you suffered abuse in the Canadian Hockey League, you can claim compensation. Your claim can be kept confidential. Visit [CHL Abuse Website] to learn more and make a claim;" or

(b) "Did you play in the Canadian Hockey League at any time since 1975? If you suffered abuse in the Canadian Hockey League, you can claim compensation. Your claim can be kept confidential. Click here to learn more and make a claim."

5.2 The Administrator shall post advertisements, using the text set out in part 5.1, above, and containing a link to the CHL Abuse Website, in the following ways, to be maintained through the Claims Period:

(a) Internet banner notices on Google Display Network, Facebook, and advertisements on social media applications, including but not limited to Instagram and Twitter; and

(b) Advertisements on website dedicated to sports reporting, including but not limited to thehockeynews.com, hockeyfeed.com, sportsnet.ca; and theathletic.com.

5.3 Each defendant that maintains a social media account, including but not limited to an account on Facebook, Instagram, or Twitter, shall post the text set out in part 5.1, above, including a link to

the CHL Abuse Website, on each social media account at least 4 times during the Claims Period, with each post no less than 30 days apart.

Appendix A: Short Form Notice

DID YOU PLAY IN THE CANADIAN HOCKEY LEAGUE?

If you were abused while playing in the CHL, you can claim compensation through a confidential process now.

Since 1975, hockey players have experienced bullying, hazing and abuse while playing on teams in the Canadian Hockey League. A claims process has been created to allow these players to claim compensation.

*Am I eligible to make a claim*?

You are eligible to make a claim if:

(1) You played for, or participated in training or tryouts for, a team in the CHL, including any team in the OHL, WHL, or QMJHL, at any time since 1975; and

(2) You experienced bullying, hazing or abuse while playing in the CHL.

*What can I claim?*

You can make a claim for compensation for the abuse that you experienced. If successful, you will receive money to compensate you for the harms that you suffered because of that abuse. You will also be able to share your story on an anonymous basis with a third-party reviewer, who will compile a public report on abuse in the CHL.

*How will my claim be determined*?

You will choose how your claim is determined from three possible tracks. The simplest of those tracks is confidential, does not involve a court hearing, and will allow you to claim up to $100,000. However, you may be entitled to much more money.

*What do I have to do to make a claim*?

This is an opt-in claims process. To start a claim using this process, visit [CHL Abuse Website] or contact Koskie Minsky LLP or the Administrator by [Claims deadline], using the information below.
Koskie Minsky LLP Administrator

[Telephone]
[Email]
[Telephone]
[Email]
For more information visit: [CHL Abuse Website]

Appendix B: Contents of the CHL Abuse Website Home Page

This page will contain:

(a) A professionally-produced video featuring former players;

(b) A short introductory paragraph; and

(c) An adapted form of the Short Form Notice, with links to other pages in the website where appropriate.

*Abuse in the CHL*

This page will include buttons to download Perell J.'s Certification Reasons, the Independent Review Panel Report, the Affidavits of Players filed on the Certification Motion, in addition to the various types of abuse that this process aims to compensate.

*The Claims Process*

This page will contain a button to download a full copy of the Individual Issues Protocol, in addition to text providing a plain language description of each of the Phases and Tracks of the Protocol.

*Wellness Support*

This page will contain:

(d) Information on contacting the Support Person, as described in the IIP.

(e) Links to other external online supports, not to include resources of any kind created by the defendants.

*Make a Claim*

This page will contain a short webform through which Players can provide the information required to initiate a claim.

*FAQs*

This page will include a list of questions, that can be expanded to view the answers.

## Schedule C - Common Discovery Order

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

ONTARIO

SUPERIOR COURT OF JUSTICE

| | |
|---|---|
| THE HONOURABLE MR. JUSTICE PERELL | -DAY THE – DAY OF – 2023 |

*-style of cause-*

**COMMON DISCOVERY ORDER**

**THIS MOTION**, made by the Plaintiffs for the approval of an Individual Issues Protocol ("**IIP**") and an order addressing the process for and scope of common production of documents pursuant to that IIP was heard this day;

**ON READING** the Notice of Motion of the Plaintiffs, the affidavit of Catherine MacDonald dated June 5, 2015 and the exhibits thereto, the Affidavits of Dr. Wolfe and Dr. Jaffe, affirmed June 2, 2023 and the exhibits thereto, the Motion Records, Transcripts, and Factums filed in the motions heard November 14-17, 2022, the and on hearing the submissions of the lawyers for the Plaintiffs and the Defendants, and such other counsel as were present and listed on the counsel slip:

1. **THIS COURT ORDERS** that the Defendants produce to the Plaintiffs the following documents (collectively, "**Common Discovery Documents**"):

> (a) Any survey, poll, questionnaire, sampling or investigation commissioned, prepared, or distributed by the Canadian Hockey League ("**CHL**"), the Ontario Hockey League ("**OHL**"), the Western Hockey League ("**WHL**"), or the Quebec Major Junior Hockey League ("**QMJHL**") since the commencement, relating to the experience of any Player[19] who experienced Abuse[20] while playing in the CHL between May 8, 1975 and the present, and the results thereof;
>
> (b) Any minutes, record, narrative, proceedings, Synopsis, or notes of:
>
> > (i) any CHL Executive Council meeting at which Abuse was discussed, discussed, debated, considered, reviewed, examined or explored between May 8, 1975 and the present;
> >
> > (ii) any CHL Board meeting at which Abuse was discussed, discussed, debated, considered, reviewed, examined or explored between May 8, 1975 and the present;
> >
> > (iii) any other meeting of any other committee, board, cabinet, chamber, panel, or task force of the CHL at which Abuse was discussed, discussed, debated,

[19] **"Player(s)"** means any individual who plays, has played, or who attended a training camp or other activities as a prospective player, for any Team within the CHL at any time from 1975 to the present.

[20] "**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 in the Fresh as Amended Statement of Claim dated March 25, 2022.

considered, reviewed, examined or explored between May 8, 1975 and the present;

(iv) any OHL, WHL and/or QMJHL Board of Governors meeting at which Abuse was discussed, discussed, debated, considered, reviewed, examined or explored between May 8, 1975 and the present;

(v) any other meeting of any other committee, board, cabinet, chamber, panel, or task force of the OHL, WHL and/or QMJHL at which Abuse was discussed, discussed, debated, considered, reviewed, examined or explored between May 8, 1975 and the present;

(vi) to the extent not captured by any of subparagraphs (b)(i) to b(v), any *ad hoc* committee of the CHL, OHL, QMJHL, and/or WHL at which Abuse was discussed, discussed, debated, considered, reviewed, examined or explored May 8, 1975 and the present;

(c) Any policy, procedure, memorandum, opinion, blueprint, code or guideline prepared by the CHL, OHL, WHL, or QMJHL relating to Abuse or the prevention of Abuse used between May 8, 1975 and the present;

(d) Any constitution, charter, cannon, laws or regulations governing the CHL, OHL, WHL, QMJHL, whether these organizations were identified by that name or any other name including the Canadian Major Junior Hockey League used at any time between May 8, 1975 and the present;

(e) Any relevant document relating to a decision to discipline, punishment, sanction or correction (collectively, "**Sanctions**") of any Team[21] or Player relating to Abuse by:

(i) the CHL;

(ii) the OHL;

(iii) the WHL; and

(iv) the QMJHL.

regardless of whether the Sanction was formal or informal, or whether the decision was made to impose Sanctions or not to impose any Sanctions, made between May 8, 1975 and the present;

(f) All relevant documents in the power, possession or control of the CHL, the OHL, the WHL, and/or the QMJHL effecting or otherwise relating to any direct or indirect sale, conveyance, transfer, assignment or other disposition (voluntary or involuntary, by operation of law or otherwise, and whether or not for consideration) (each, a "**Transfer**") between May 8, 1975 and the present, of:

(i) any interest in all or a portion of the assets of any Team, except for Transfers of assets which do not comprise a significant portion of the assets of any Team conducted in the normal course of business of such Team(s);

(ii) any interest in all or a portion of the shares, units, or other ownership interests in any Team. For clarity, any issuance or cancellation of any shares, units or other

[21] "**Team(s)**" means all the hockey clubs that participate in the CHL, OHL, WHL, and QMJHL between May 8, 1975 and the present, whether the hockey club continues to exist or operate, regardless of the business organization through which that hockey club operated. A non-exhaustive list of Teams is included as part of Appendix A.

ownership interests in a Team which results in any change in the ownership of the Team shall be considered a "**Transfer**" subject to this section;

(g) All relevant documents effecting or otherwise relating to a change in Control[22] of any entity with a direct or indirect ownership interest in any Team or which Controlled any Team between May 8, 1975 and the present in the power, possession or control of the CHL, the OHL, the WHL, and/or the QMJHL; and

(h) All relevant documents in the power, possession or control of the CHL, the OHL, the WHL, and/or the QMJHL effecting or otherwise relating to the amalgamation, merger, reorganization, restructuring, dissolution, liquidation, wind-up, termination, cancellation, insolvency or bankruptcy of any Team between May 8, 1975 and the present.

2. **THIS COURT ORDERS** that the Defendants shall produce the following specified list of documents in their power, possession or control (the "**Hockey Canada CHL Insurance Documents**"):

(a) Hockey Canada, "History of the National Equity Fund" referenced at footnote 544 of the Final Report, Hockey Canada Governance Review of the Honourable Thomas Cromwell, C.C., dated October 31, 2022 ("**Final Cromwell Report**");

(b) Hockey Canada, Board of Directors, Minutes of Meeting (held on 1-3 December 1989) referenced at footnote 559 to 560 of the Final Cromwell Report;

(c) Note 9 to the Hockey Canada, "Financial Statements" (year end 30 June 2000) referenced in footnote 425 of the Interim Report, Hockey Canada Governance Review of the Honourable Thomas Cromwell, C.C., dated October 31, 2022 ("**Interim Cromwell Report**");

(d) Application made to the Court of Queen's Bench of Alberta by the Trustees of the Legacy Trust (25 January 2019) referenced at paragraph 574 and 577 of the Final Cromwell Report;

(e) Hockey Canada presentation from the 2018 Spring Congress to its Members referenced at footnote 580 of the Final Cromwell Report;

(f) Canada Hockey Association, "Trust Agreement" (1 June 1999) (the "**Trust Agreement**") referenced in footnote 426 to 428 of the Interim Cromwell Report and footnote 573 and 575 of the Final Cromwell Report, and any prior or subsequent iterations of the same document, including any document modifying the Trust Agreement;

(g) Canadian Hockey Association, "Tail Coverage Agreement" (24 May 1999) referenced in footnote 429 of the Interim Cromwell Report and footnote 576 of the Final Cromwell Report, and any prior or subsequent iterations of the same document;

(h) Email to BFL Canada from AIG (11 May 2022) referenced in footnote 621 of the Final Cromwell Report; and

(i) Any other document related to moneys available to Hockey Canada (or its predecessor the Canadian Hockey Association) used to reduce insurance costs for the benefit of CHL, OHL, WHL, and/or QMJHL, or their Players.

[22] "**Control**" means the direct or indirect power to direct the management, policies, decisions or activities of any individual person, corporation, partnership (including a limited partnership), trust, company (including a limited liabilities company), joint venture, unincorporated association, government or agency.

3. **THIS COURT ORDERS** that, in accordance with the Abuse of Players in the Canadian Hockey League Individual Issues Protocol dated, _____, 2023 the Defendants shall produce the Common Discovery Documents on a rolling basis, as soon as a document is available for production. Production of all documents shall be made by no later than _____ (the "**Outside Date**").

Appendix A

| **OHL - Current Teams** | **WHL – Current Teams** | **QMJHL – Current Teams** |
|---|---|---|
| Barrie Colts,<br>Erie Otters,<br>Flint Firebirds<br>Guelph Storm,<br>Hamilton Bulldogs,<br>Kingston Frontenacs,<br>Kitchener Rangers,<br>London Knights,<br>Mississauga Steelheads,<br>Niagara IceDogs,<br>Northbay Battalion,<br>Oshawa Generals,<br>Ottawa 67's,<br>Owen Sound Attack,<br>Peterborough Petes,<br>Saginaw Spirit,<br>Sarnia Sting,<br>Soo Greyhounds,<br>Sudbury Wolves,<br>Windsor Spitfires | Kamloops Blazers,<br>Kelowna Rockets,<br>Prince George Cougars,<br>Vancouver Giants,<br>Victoria Royals,<br>Calgary Hitmen,<br>Edmonton Oil Kings,<br>Lethbridge Hurricanes,<br>Medicine Hat Tigers,<br>Red Deer Rebels,<br>Swift Current Broncos,<br>Brandon Wheat Kings,<br>Moose Jaw Warriors,<br>Prince Albert Raiders,<br>Regina Pats,<br>Saskatoon Blades,<br>Winnipeg ICE<br>Everett Silvertips,<br>Portland Winterhawks,<br>Seattle Thunderbirds,<br>Spokane Chiefs,<br>Tri-City Americans | Acadie-Bathurst Titan,<br>Baie-Comeau Drakkar,<br>Blainville- Boisbrand Armada,<br>Cape Breton Eagles,<br>Charlottetown Islanders,<br>Chicoutimi Sagueneens,<br>Drummondville Voltigeurs,<br>Gatineau Olympiques,<br>Halifax Mooseheads,<br>Moncton Wildcats,<br>Quebec Remparts,<br>Rimouski Oceanic,<br>Rouyn-Noranda Huskies,<br>Saint John Sea Dogs,<br>Shawinigan Cataractes,<br>Sherbrooke Phoenix,<br>Val-D'Or Foreurs,<br>Victoriaville Tigres |
| **OHL - Former Teams** | **WHL – Former Teams** | **QMJHL – Former Teams** |
| Cornwall Royals,<br>Newmarket Royals,<br>Niagara Falls Flyers,<br>North Bay Centennials,<br>Brantford Alexanders,<br>Hamilton Steelhawks,<br>Niagara Falls Thunder,<br>Guelph Platers,<br>Toronto Marlboros,<br>Dukes of Hamilton,<br>Detroit Junior Red Wings,<br>Detroit Whalers,<br>Plymouth Whalers,<br>Brampton Battalion,<br>Mississauga IceDogs,<br>Toronto St. Michael's Majors,<br>Belleville Bulls | Billings Bighorns<br>Calgary Centennials<br>Calgary Wranglers<br>Chilliwack Bruins<br>Edmonton Ice<br>Edmonton Oil Kings<br>Estevan Bruins<br>Great Falls Americans<br>Kamloops Chiefs<br>Kamloops Junior Oilers<br>Kelowna Wings<br>Lethbridge Broncos<br>Moose Jaw Canucks<br>Nanaimo Islanders<br>New Westminster Bruins<br>Seattle Breakers<br>Spokane Flyers<br>Tacoma Rockets<br>Vancouver Nats<br>Victoria Cougars<br>Winnipeg Monarchs<br>Winnipeg Warriors | Beauport Harfangs<br>Cape Breton Screaming Eagles<br>Hull Hawks<br>Hull Festivals<br>Hull Olympiques<br>Laval National<br>Laval Saints<br>Laval Voisins<br>Laval Titan<br>Laval Titan Collège Français<br>Longueuil Chevaliers<br>Montreal Bleu Blanc Rouge<br>Montreal Junior Canadiens<br>Montreal Junior Hockey Club<br>Montreal Juniors<br>Montreal Rocket<br>Plattsburgh Pioneers<br>Rosemount National<br>Saint-Hyacinthe Laser<br>Saint-Jean Castors<br>Saint-Jean Lynx<br>Saint-Jérôme Alouettes<br>Shawinigan Bruins<br>Shawinigan Dynamos<br>Sherbrooke Castors<br>Sherbrooke Faucons<br>Sorel Éperviers<br>St. John's Fog Devils<br>Verdun Éperviers<br>Verdun Juniors<br>Verdun Junior Canadiens<br>Granby Bisons<br>Granby Prédateurs<br>Trois-Rivières Draveurs<br>Trois-Rivières Ducs |

## Schedule D: Defendants' Joinder Actions Protocol

*1. Background and Purpose*

1.1 This Joinder Actions Protocol ("**Protocol**") arises from the Decision of Justice Perell dated February 3, 2023 (2023 ONSC 886) in the Ontario Superior Court of Justice action styled *Carcillo v Canadian Hockey League*, Court File No. CV-20-642705-00CP (defined as the "*Carcillo* Action" below) (the "**Decision**").

1.2 In the Decision, the Court granted a motion by certain defendants to dismiss the *Carcillo* Action as against 55 Teams under the *Ragoonanan* principle and dismissed a motion by the plaintiffs to certify the proceeding as a class action (as the capitalized terms are defined below). The Court also directed that the *Carcillo* Action plaintiffs could bring a motion to establish an individual issues protocol for transitioning the proposed class action to opt-in joinder actions under the *Rules of Civil Procedure*, as permitted under section 7(2) of the *Class Proceedings Act, 1992*. In particular, the Court in the Decision:

> (a) determined that "joinder could be made for those putative Class Members who self-identify and opt-in to advance a claim against a particular team and its co-defendants" and "joinder of cases based on similar experiences among claimants is a more appropriate and feasible means to achieve access to justice"; and
>
> (b) stated that it "shall be making an order pursuant to s. 7 of the *Class Proceedings Act, 1992*" approving a process governing "individual (discreet/separate) joinder actions", in effect "designing an opt-in joinder action for 60 actions where a group of co-plaintiffs will sue three co-defendants comprised of (a) a specific team, (b) that specific team's league (WHL, OHL, or QMJHL), and (c) the CHL".

1.3 Accordingly, this Protocol responds to the *Carcillo* Action plaintiffs' proposed protocol to bring the process to be ordered under section 7 of the *Class Proceedings Act, 1992* in line with the Decision and the *Rules of Civil Procedure*.

1.4 As provided below, joinder actions under this Protocol will proceed with reference to one or more of the *Rules of Civil Procedure*, the simplified procedure, and the *Rules of the Small Claims Court* as appropriate.

1.5 This Protocol adopts the existing framework provided under the *Rules of Civil Procedure* for resolving any procedural and substantive issues that may arise in the litigation that it governs. Those issues will be decided in context, on a proper evidentiary record, in an appropriately streamlined and coordinated way if possible, if and when those issues arise. In particular, this Protocol creates a framework for determining:

> (i) the composition and boundaries of any joinder actions under the *Rules of Civil Procedure*;
>
> (ii) the possibility of early resolution of claims;
>
> (iii) the scope of documentary disclosure and any common discovery across actions;
>
> (iv) the availability of procedural and other non-dispositive relief (*e.g.* sealing orders); a
>
> (v) the availability of summary judgment motions to resolve part or all of an action. This Protocol does not abrogate or modify any procedural or substantive rights or protections under the *Rules of Civil Procedure*, at common law, or otherwise. Timelines identified in this Protocol are intended to be flexible and subject to the control and direction of the Case Management Judge (as that term is defined below).

1.6 This Protocol encourages settlements by identifying non-exhaustive settlement processes and opportunities, but it in no way constrains when and what settlement steps may occur. For clarity, nothing in this Protocol precludes or requires the settlement of part or all of any action under this Protocol at any time.

1.7 This Protocol may be amended by order of the Court. The parties may move to amend the Protocol before the Case Management Judge. The parties may consent to amendments to the Protocol, subject to the approval of the Case Management Judge.

1.8 The principles set out in section 1 of this Protocol form part of this Protocol and should inform its interpretation and execution.

*2. Definitions*

2.1 In this Protocol:

(a) "**Administrator**" means the third-party company appointed by the Court to perform administration duties assigned to the Administrator under this Protocol;

(b) "***Carcillo* Action**" means the proceeding in the Ontario Superior Court of Justice bearing Court File No. CV-20-642705-00CP;

(c) "**Case Management Judge**" means any judge of the Court who is assigned case management authority over the *Carcillo* Action or one or more actions started under this Protocol (or both);

(d) "**CHL**" means the Canadian Hockey League;

(e) "***Carcillo* Defence Counsel**" means counsel to the *Carcillo* Action defendants;

(f) "**Court**" means the Ontario Superior Court of Justice;

(g) "**Defendants**" mean the *Carcillo* Action defendants;

(h) "**Koskie Minsky**" means Koskie Minsky LLP in its capacity as counsel to the plaintiffs in the *Carcillo* Action;

(i) "**Member Leagues**" means the OHL, QMJHL, and WHL (collectively, and each individually, a "**Member League**");

(j) "**Notice Date**" means the date that is 60 days after the individual issues protocol motion decision is released, by which time the Administrator and the parties to the *Carcillo* Action must first transmit the Notice to Players;

(k) "**OHL**" means the Ontario Hockey League;

(l) "**Opt-In Deadline**" means the date that is 60 days after the Questionnaire Deadline, by which time Players who wish to participate in this Protocol must opt into this Protocol in writing;

(m) "**Opt-In Period**" means the period between the Notice Date and Opt-In Deadline;

(n) "**Intake Questionnaire**" means the standard-form questionnaire (the form of which will be agreed by the *Carcillo* Action parties or ordered by the Court before the Notice Date) that must be completed by all Players who wish to participate in and start litigation under this Protocol;

(o) "**Players**" means all former and current players who played in the Member Leagues of the CHL between May 8, 1975 and the Opt-In Deadline (collectively, and each individually, a "**Player**");

(p) "**QMJHL**" means the Québec Major Junior Hockey League;

(q) "**Questionnaire Deadline**" means the date that is 90 days after the Notice Date, by which time Players who wish to participate in and start litigation under this Protocol must submit Intake Questionnaires to the Administrator;

(r) "**Teams**" means the major junior hockey teams playing in the Member Leagues on which the Players played (collectively, and each individually, a "**Team**");

(s) "**Underlying Conduct**" means any act or other conduct (including, without limitation, sexual assault, physical assault, hazing, bullying, harassment, and other similar conduct) perpetrated by any person (including, without limitation, players, coaches, staff, servants, employees, and agents of any of the Teams, Member Leagues, and CHL) against a Player and any act, error, or omission relating to such conduct by the Teams, Member Leagues, and CHL; and

(t) "**WHL**" means the Western Hockey League.

*3. Case Management*

3.1 It is intended that case management will be a tool for achieving the purposes of this Protocol. The judge of the Court who has case management authority over the *Carcillo* Action will continue to have that authority so long as and to the extent that the *Class Proceedings Act, 1992* continues to apply. Once actions are commenced under this Protocol, all such proceedings will be assigned to case management under rule 77.05 of the *Rules of Civil Procedure*.

3.2 This Protocol shall be construed in a manner consistent with rule 1.04 of the *Rules of Civil Procedure*. If the parties disagree about the interpretation or application of this Protocol, any party may seek direction from the Case Management Judge at a case management conference.

*4. Eligibility and Participation*

4.1 Any claim by a Player related to Underlying Conduct alleged to have caused damages is eligible to be included in this Protocol.

4.2 To participate in this Protocol, Players must submit an Intake Questionnaire by the Questionnaire Deadline. A Player who did not submit an Intake Questionnaire cannot participate in this Protocol.

*5. Administrator*

5.1 The Administrator will distribute the Notice (defined below) as described in this Protocol, including the Notice Plan attached as **Schedule** "**A**" and Intake Questionnaire.

5.2 The Administrator will create and maintain the CHL Litigation Website ("**Website**") described in the Notice Plan attached as **Schedule** "**A**".

5.3 The Administrator will provide the services described in this Protocol related to the intake of Intake Questionnaires submitted by Players and creating, maintaining, and delivering the Opt-In Compilation (defined below).

5.4 Subject to section 6.2 below, the Defendants and Koskie Minsky will bear the reasonable cost of the Administrator's services on a 50/50 basis.

*6. Notice Plan*

6.1 The Notice Plan attached as **Schedule** "**A**" to this Protocol governs the procedure for notifying Players of this Protocol ("**Notice**"). Specifically, the Notice distributed pursuant to the Notice Plan addresses: (i) the Court's dismissal of the plaintiffs' certification motion in the *Carcillo* Action; (ii) the Court's invocation of section 7 of the *Class Proceedings Act, 1992* to permit the *Carcillo* Action to continue as one or more proceedings between different parties; (iii) the resulting Protocol for commencing and resolving individual claims through individual actions and opt-in joinder actions, when appropriate; and (iv) any other information necessary to appropriately inform the potential plaintiffs of their options at the time the Notice is disseminated.

6.2 The Defendants will bear the reasonable cost of the Notice Plan as approved by the Court.

*7. Opt-in Process*

7.1 The Intake Questionnaire will be submitted by Players who wish to participate in this Protocol to the Administrator. The information requested in the Intake Questionnaire will serve objectives of the Protocol by identifying those parties obligated to respond to specific claims which will streamline litigation steps and allow early consideration of resolution of individual cases.

7.2 The Intake Questionnaire will require each responding Player to provide the following information:

(a) the Player's full legal name;

(b) the Player's birthdate;

(c) the Player's address and other contact information;

(d) the Team(s) on which the Player played, the year(s) in which the Player played for the identified Team(s), and the Member League(s) in which the identified Team(s) played at the time;

(e) against which of the Team(s), Member League(s), CHL, and other individuals or entities the Player intends to claim relief;

(f) a description of the incidents of the Underlying Conduct that the Player alleges experiencing while on the identified Team(s), including timeframe and location(s), along with the consequences or damages the Player alleges suffering as a result of those incidents;

(g) the name(s) of the perpetrator(s) of the alleged Underlying Conduct and the relationship between the perpetrator(s) and Player (*e.g.* teammate, coach, Team staff, or Member League staff);

(h) whether and when the Player reported the Underlying Conduct to the identified Team(s), Member League(s), or CHL;

(i) the Player's selection of counsel (whether Koskie Minsky or other counsel), if known at the time, and the name and contact details of counsel, or alternatively the Player's choice to self-represent; and

(j) any other relevant information as determined by the Player.

7.3 Information provided in Intake Questionnaires will not limit the allegations that may be advanced by a Player in any individual action or joinder action.

7.4 Players (whether directly or through counsel) will submit Intake Questionnaires to the Administrator by the Questionnaire Deadline through the Website (described in the Notice Plan attached as **Schedule** "**A**") or by email or regular mail.

7.5 The Administrator will provide Koskie Minsky with electronic copies of the Intake Questionnaires received from Players on a rolling basis every 15 days starting on the Notice Date, and all Intake Questionnaires received by the Questionnaire Deadline within 15 days after the Questionnaire Deadline.

7.6 All Players who submit a complete Intake Questionnaire by the Questionnaire Deadline will then have until the Opt-In Deadline[23] to opt into this Protocol by advising the Administrator in writing (whether directly or through counsel) by the Opt-In Deadline that they wish to commence litigation under and are opting into this Protocol, and who (if anyone) they have retained as their counsel.[24] Any Players who submit an Intake Questionnaire but do not opt into this Protocol by the Opt-In Deadline (as described in this paragraph) will not be subject to this Protocol, and their identities and Intake Questionnaires will not be disclosed to the Defendants.

7.7 The Administrator will create and maintain a document containing the information provided by Players who submitted complete Intake Questionnaires and opted into this Protocol ("**Opt-In Compilation**"). The Opt-In Compilation will include, in a single organized document, all details provided by the Players in their Intake Questionnaires, including the date the Intake Questionnaire was submitted. The Opt-In Compilation will also confirm that the Player has opted into this Protocol, the date the opt-in was communicated to the Administrator, and the Player's selection of counsel (whether Koskie Minsky or other counsel), and the name and contact details of that counsel, or choice to self-represent.

7.8 The Administrator will provide *Carcillo* Defence Counsel with a complete copy of the Opt-In Compilation within 30 days of the Opt-In Deadline.

7.9 Further to sections 1.6 and 10 of this Protocol, after receiving a copy of the Opt-In Compilation, the Defendants may engage in early settlement discussions with Players listed in the Opt-In Compilation, including before any individual or joinder actions are commenced.

*8. Confidentiality*

8.1 Subject to section 8.2 below, the Administrator, Koskie Minsky, *Carcillo* Defence Counsel, the Defendants, and any insurers (and their counsel) will treat all information obtained through the opt-in process (*i.e.* the information in the Intake Questionnaires and Opt-In Compilation) as confidential. Any Intake Questionnaire completed by a Player who does not choose to opt into the Protocol will not be shared with the Defendants by the Administrator.

8.2 In accordance with the open courts principle, after actions are filed with the Court under this Protocol, any information provided by those Players to the Administrator will no longer be confidential, but any party may seek confidentiality protections to the extent available under and in accordance with the *Rules of Civil Procedure* or otherwise at law, including sealing orders and the initialization of party names. Nothing in this Protocol constitutes any pre-determination that confidentiality protections are appropriate in a given action.

8.3 When confidentiality protections are sought, a streamlined process will be available under which similar motions may be brought and heard together on at least 30 days' notice to the Case Management Judge. This provision is not an acknowledgment that confidentiality protections can

[23] The purpose of the period between the Questionnaire Deadline and Opt-In Deadline is to allow Players to obtain advice about opting into this Protocol.
[24] Any identified deficiencies in the Intake Questionnaire need to be corrected by the Opt-In Deadline.

be decided on a global basis. Rather, each claimant must meet the legal test applicable to the protection sought in the circumstances of the claim.

8.4 Except as provided in this Protocol, the Administrator will keep confidential any information provided, created, or obtained while carrying out this Protocol and will not share or use it for any purpose other than the administration of the Protocol, unless required by law. The parties are not responsible for the confidentiality obligations of the Administrator under this section.

*9. Starting Actions*

9.1 Each action commenced under this Protocol may be commenced in the Ontario Superior Court of Justice in Toronto, without prejudice to the right of any defendant to argue that another jurisdiction, forum, venue, or court is more appropriate.[25]

9.2 Any individual or joinder actions under this Protocol alleging claims in the aggregate up to $35,000 will be determined with reference to the streamlined procedures for discovery and evidence taking under the *Rules of the Small Claims Court* as appropriate and as negotiated by the parties or directed by the Case Management Judge.

9.3 Any individual or joinder actions under this Protocol alleging claims in the aggregate above $35,000 but where no individual claim is above $200,000 will be presumptively subject to the simplified procedure under the *Rules of Civil Procedure*. However, further streamlined procedures for discovery and evidence taking than contemplated under rule 76 may be negotiated by the parties or directed by the Case Management Judge.

9.4 Except as provided in sections 9.2 and 9.3 of this Protocol, for all individual or joinder actions under this Protocol and in all respects, the ordinary *Rules of Civil Procedure* will apply.

9.5 Within 60 days of the Opt-In Deadline, Koskie Minsky will provide *Carcillo* Defence Counsel with a list of proposed individual actions and actions proposed to be joined, if any ("**Proposed Actions List**").

9.6 The Proposed Actions List will identify for each action:

(a) the plaintiffs (and their counsel, if any) and defendants proposed to be included;

(b) the Underlying Conduct and causes of action proposed to be alleged;

(c) the quantum of damages sought by each plaintiff;

(d) whether it will proceed under the *Rules of the Small Claims Court*, the simplified procedure, or the *Rules of Civil Procedure*; and

(e) whether the action is proposed to be an individual action or a joinder action.

9.7 If an action in the Proposed Actions List is proposed to be a joinder action, Koskie Minsky (and any other plaintiffs' counsel proposing a joinder action) will identify the grounds for joinder under the *Rules of Civil Procedure*.

9.8 Within 60 days of receiving the Proposed Actions List, *Carcillo* Defence Counsel will provide Koskie Minsky (and any other plaintiffs' counsel proposing a joinder action):

[25] Actions under this Protocol will be filed in Toronto for case management purposes but may be transferred to another region of the Superior Court in Ontario for trial under the direction of the Case Management Judge and the relevant Regional Senior Judge.

(a) the names and contact information of the counsel who will be representing each of the defendants proposed to be named in each proposed action; and

(b) each defendant's position on whether the proposed actions may proceed as individual actions or joinder actions as proposed by Koskie Minsky (and any other plaintiffs' counsel proposing a joinder action), and if joinder is disputed, the reasons for disputing joinder.

9.9 Within 90 days of receiving the response to the Proposed Actions List, Koskie Minsky, self-represented Players, and any other plaintiffs' counsel will issue and serve statements of claim for all individual and joinder actions under this Protocol.

9.10 Within 60 days of service of the statements of claim, the applicable defendants may bring one or more motions to the Case Management Judge for relief from joinder under rule 5.05 of the *Rules of Civil Procedure* in respect of any actions the joinder of which is disputed. A case conference will be held before any such motions to resolve or narrow areas of dispute if possible. Nothing in this Protocol constitutes a pre-determination that joinder is appropriate or alters the application of rule 5.05 of the *Rules of Civil Procedure* (and any other applicable rules) or the burdens thereunder.

*10. Settlement and Mediation*

10.1 Further to section 1.4 of this Protocol, any party may at any time engage in settlement discussions with one or more other parties related to any individual or joinder action (or individual claim within a joinder action) under this Protocol, including, subject to section 10.2, by engaging a mediator from the Mediator Roster (defined below).

10.2 While mandatory mediation is to take place within 180 days after the first defence has been filed according to the *Rules of Civil Procedure*, under this Protocol it is anticipated that the parties may negotiate an accelerated schedule (even prior to the commencement of claims) for certain matters that are particularly conducive to mediation or early resolution, under the direction of the Case Management Judge.

10.3 Koskie Minsky and the Defendants will agree on a non-exclusive roster of mediators ("**Mediator Roster**") by the Opt-In Deadline.

10.4 The parties seeking mediation may select a mediator from the Mediator Roster, or may agree to engage a different mediator.

10.5 Unless otherwise agreed, the mediator's costs will be borne equally by the parties engaged in the mediation.

10.6 A mediator, once selected, may on the consent of the parties entering mediation:

(a) mediate any issues that arise from or in relation to the Protocol; and

(b) mediate individual actions, groups of individual actions, joinder actions, or groups of joinder actions under this Protocol.

11. Discovery

11.1 Within 60 days after the close of pleadings, or any longer period to which the parties may agree, the parties will meet and confer about a Discovery Plan for each individual and joinder action under this Protocol. The parties may agree to a Discovery Plan that applies to multiple individual or joinder actions or a Common Discovery Plan. If the parties cannot agree, the Discovery Plan will be determined at a case conference or, if necessary, on a motion to set the Discovery Plan, including the details of any common discovery.

11.2 In any action under this Protocol, the Deemed Undertaking under rule 30.1 of the *Rules of Civil Procedure* presumptively applies. However, once actions have been commenced, the parties

acknowledge that it may be appropriate to waive the Deemed Undertaking, including to facilitate any common discovery and avoid repetitive steps across some or all actions under this Protocol. In the context of conferring about a Discovery Plan under section 11.1 above, the parties will specifically discuss the potential for and scope of any common discovery and waiver of the Deemed Undertaking, and any party may bring a motion under rule 30.1.01(8) of the *Rules of Civil Procedure* to the Case Management Judge to lift the Deemed Undertaking.

*12. Support During Examinations*

12.1 Players may seek the consent of the defendant(s) named in the relevant individual or joinder action under this Protocol to have a non-party attend their examination for discovery or out-of-court cross-examination to provide mental health and wellness support. If one or more defendants do not consent to the attendance of the non-party, the Player may obtain a case management conference with the Case Management Judge to determine whether such non-party should be permitted to attend, and the scope and other terms, including costs, related to that attendance, without the need to bring a formal motion.

*13. Dispositive and Other Motions*

13.1 Nothing in this Protocol prevents any party from bringing any motions under the *Rules of Civil Procedure* or the *Rules of the Small Claims Court*, as applicable, including, but not limited to, jurisdictional challenges, choice of law motions, motions to strike, and summary judgment motions.

*14. Restarting Limitation Periods*

14.1 Any limitation periods suspended by operation of section 28 of the *Class Proceedings Act, 1992* (as it stood when the *Carcillo* Action was filed) will remain suspended under that provision until:

(i) for Players who do not opt into this Protocol by the Opt-In Deadline, the day after the Opt-In Deadline; and

(ii) for all other Players, the day after the deadline for commencing litigation under this Protocol. Koskie Minsky will formally abandon the appeal of Justice Perell's decision before the Notice Date, which will have the effect of restarting any limitation periods suspended by operation of section 28(2) of the *Class Proceedings Act, 1992* (as it stood when the *Carcillo* Action was filed). Nothing in this Protocol extends or modifies any applicable limitation period under Ontario law for the period before the *Carcillo* Action was filed, or extends or modifies the application of limitation periods under foreign law.

*SCHEDULE "A"*

*NOTICE PLAN*

*1. OVERVIEW*

1.1 This Notice Plan governs the procedure for notifying Players of the Protocol. Specifically, the Notice Plan addresses:

(i) the Court's dismissal of the plaintiffs' certification motion in the *Carcillo* Action;

(ii) the Court's invocation of section 7 of the *Class Proceedings Act, 1992* to permit the *Carcillo* Action to continue as one or more proceedings between different parties;

(iii) the resulting Protocol for commencing and resolving individual claims through opt-in joinder actions, when appropriate;

(iv) any other information necessary to appropriately inform the potential plaintiffs of their options at the time the Notice is disseminated.

1.2 Capitalized terms used in this Notice Plan but not defined in it will have the meanings ascribed to them in the Protocol.

*2. FORM OF NOTICE*

2.1 Notice of the Protocol will be provided to Players through the following methods:

(a) in the short form set out in **Appendix 1** ("**Short Form Notice**"), in both English and French; and

(b) in the form of a link to the Website with the domain name: <https://chllitigation.com/> ("**Website Link**").

2.2 The Short Form Notice will include the Website Link.

2.3 The Website will include content as set out in **Appendix 2**, and any additional content that *Carcillo* Defence Counsel and Koskie Minsky agree to include, or that the Case Management Judge orders to be included.

2.4 The Website will be created and maintained by the Administrator.

2.5 The Website will become public on the Notice Date.

2.6 The Website will be available in both English and French.

*3. DISTRIBUTION OF NOTICE*

***Distribution by Email***

3.1 The Short Form Notice will be distributed by the Administrator:

(a) to all Players for whom the CHL, Member Leagues, and Teams have a valid email address; and

(b) to all Players for whom Koskie Minsky has a valid email address.

3.2 Koskie Minsky, the CHL, Member Leagues, and Teams will provide the Administrator with the Players' email addresses in their possession no less than 7 days before the Notice Date.

3.3 The Short Form Notice will be distributed by email to Players on the Notice Date.

3.4 The Administrator will provide the Short Form Notice by email to any Player that requests a copy after the Notice Date.

3.5 Koskie Minsky, the CHL, Member Leagues, and Teams will provide to any Player who requests a copy of the Short Form Notice after the Notice Date either the Short Form Notice by email or the Administrator's contact information so that the Player may request a copy from the Administrator.

*Distribution by Press Release*

3.6 On the Notice Date, each of Koskie Minsky and *Carcillo* Defence Counsel will jointly issue a press release, in English and French, through Canada Newswire.

3.7 The content of the press release will be as agreed by Koskie Minsky and *Carcillo* Defence Counsel or ordered by the Court. The press release will include the Website Link.

*Distribution by Websites*

3.8 On the Notice Date, Koskie Minsky will post the Short Form Notice, in both English and French, on its website.

3.9 On the Notice Date, the CHL and Member Leagues will post the Short Form Notice, in both English and French, on their websites. The Short Form Notice will be posted on a section of the respective websites relating to player support or resources, and a link to those respective sections will be placed on the home page of the respective websites.

3.10 On the Notice Date, each Team that maintains a website will post the Short Form Notice, in both English and French, on its website. The Short Form Notice will be posted on a section of the website relating to player support or resources or, if no such section exists, the Website Link will be posted on the home page.

*APPENDIX 1*
*SHORT FORM NOTICE*

NOTICE RESPECTING PROCEEDINGS RELATING TO ALLEGED ABUSE IN MAJOR JUNIOR HOCKEY LEAGUES IN CANADA AND THEIR TEAMS IN CANADA AND THE UNITED STATES

*Who should read this Notice?*

THIS NOTICE is directed to persons who:

(a) play or have played in the Ontario Hockey League (OHL), Québec Major Junior Hockey League (QMJHL) or Western Hockey League (WHL) at any time since May 8, 1975; and

(b) experienced wrongful conduct (including, without limitation, sexual assault, physical assault, hazing, bullying or harassment) while playing in the OHL, QMJHL or WHL perpetrated by, without limitation, players, coaches, staff, servants, employees, or agents of the Canadian Hockey League (CHL), OHL, QMJHL, WHL, or any of their teams.

*Why is this Notice being published?*

In 2020, a proposed class action was commenced in the Ontario Superior Court of Justice (Court) against the CHL, OHL, QMJHL, WHL and their 60 teams on behalf of a proposed class of current and former players who experienced wrongful conduct while playing in the OHL, QMJHL or WHL.

Following a hearing in November 2022, the Court refused to certify the action and allow it to proceed as a class action. Instead, the Court approved an individual issues protocol (**Protocol**) to enable everyone to whom this notice applies to participate in a Court-approved and managed process to commence an action regarding any wrongful conduct experienced and a process for adjudicating those actions. The Court approved this Notice and its publication as part of the Protocol.

*What should I do to find out more?*

This is an opt-in process. The first step is to respond by visiting [**Website Link**] or contacting the plaintiffs' lawyer, Koskie Minsky LLP, using the contact information below. You will be asked questions about when and where you played and what you experienced. This initial response will be completely confidential.

Koskie Minsky LLP
[Telephone]
[Email]

After this initial response, you will receive advice from the plaintiffs' lawyer (or your lawyer) about the adjudication process available, how to commence an action and what is involved. Then, and only then, will you be asked to authorize the commencement of an action. Your action may be considered at the same time as the actions of others in similar circumstances. If you do not choose to commence an action, you will not be further involved, and your identity and initial response will remain confidential.

*What is the deadline to respond?*

The deadline for responding to this notice is [*OPT-IN DEADLINE*].

*APPENDIX 2*
*CONTENTS OF WEBSITE*

*1. GENERAL*

1.1 The Website will include a prominent "Exit Website" button on every page, allowing users to navigate away from the Website easily and at any time.

*2. HOME PAGE*

2.1 The home page of the Website will contain:

(a) an overview paragraph describing:

(i) the Court's dismissal of the plaintiffs' certification motion in the *Carcillo* Action and invocation of section 7 of the *Class Proceedings Act, 1992*;

(ii) the Court's approval of the Protocol, which governs the procedures for the commencement and resolution of claims by Players;

(iii) the purpose of the Protocol; and

(iv) the eligibility of Players for participation in the Protocol; and

(b) the Short Form Notice.

*3. JOINDER ACTION PROTOCOL PAGE*

3.1 The Joinder Action Protocol page of the Website will contain a button to download a full copy of the Protocol.

*4. COURT DOCUMENTS PAGE*

4.1 The court documents page of the Website will contain buttons to download documents submitted to the Court by Koskie Minsky and *Carcillo* Defence Counsel, as well as Judgments and Orders made by the Court.

4.2 When a user accesses this page, a trigger warning will be put beside any document containing explicit descriptions of wrongful conduct. The trigger warning will have the following text: "This document contains explicit descriptions of wrongful conduct, which may include physical and sexual assault."

*5. TIMELINE AND UPDATES PAGE*

5.1 The timeline and updates page of the Website will include a timeline outlining the key milestones of the Protocol, such as the Notice Date, Opt-In Period, and Opt-In Deadline. This page will also include updates on any new developments or information related to the Protocol.

*6. HOW TO PARTICIPATE PAGE*

6.1 The how to participate page of the Website will provide instructions on how Players can bring a claim under the Protocol. This page will include a button to download the Intake Questionnaire, and will include a portal for the submission of Intake Questionnaires.

6.2 This page will specify any deadlines for participation and emphasize the importance of timely action.

*7. FREQUENTLY ASKED QUESTIONS (FAQ) PAGE*

7.1 The FAQ page of the Website will answer anticipated common questions, including: eligibility, the litigation process, potential outcomes, legal fees, and privacy concerns.

*8. CONTACT INFORMATION PAGE*

8.1 The contact information page of the Website will display contact information for Koskie Minsky, and will include a contact form to allow visitors to submit inquiries directly from the Website.

8.2 This page will also display contact information for the Administrator for the submission of Intake Questionnaires.

**CITATION:** Carcillo v. Canadian Hockey League, 2023 ONSC 4983
**COURT FILE NO.:** CV-20-00642705-00CP
**DATE:** 2023/09/01

**ONTARIO**
**SUPERIOR COURT OF JUSTICE**

**BETWEEN:**

**DANIEL CARCILLO and GARRETT TAYLOR**

Plaintiffs

- and -

**CANADIAN HOCKEY LEAGUE *et al***

Defendants

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**REASONS FOR DECISION**

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PERELL J.

**Released:** September 1, 2023

# PIÈCE PA-6(B)

**CITATION:** Carcillo v. Canadian Hockey League, 2023 ONSC 5186
**COURT FILE NO.:** CV-20-00642705-00CP
**DATE:** 2023/09/13

***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, QUÉBEC 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 ROUYNNORANDA 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*

- *James Sayce, Vlad Calina*, and *Caitlin Leach* for the Plaintiffs.
- *Michael Eizenga, Gannon Beaulne, Marshall Torgov, Nina Butz,* and *Ethan Schiff* for the Defendants.
- *Crawford Smith*, *Katelyn Johnstone, Nadia Campion, Timothy Pinos, Hardeep Dhaliwal* for the Jaw Hockey Enterprises LP c.o.b. Erie Otters, IMS Hockey c.o.b. Flint Firebirds, Saginaw Hockey Club, L.L.C., EHT, Inc., John Doe Corp. A o/a Everett Silvertips Hockey Club, Winterhawks Junior Hockey LLC, Portland Winter Hawks Inc., Thunderbirds Hockey Enterprises, L.L.C., John Doe Corp. B o/a Seattle Thunderbirds, Brett Sports & Entertainment, Inc., Hat Trick, Inc., John Doe Corp. C o/a Spokane Chiefs, Tri-City Americans Hockey LLC and John Doe Corp. D o/a Tri-City Americans.

**Hearing:** September 13, 2023

**PERELL, J.**

## REASONS FOR DECISION

## A. Introduction

[1] These are Reasons for Decision for Phase 2 of a motion to settle a Rule 7 Order pursuant to the *Class Proceedings Act, 1992*.[1] The factual and legal background for the motion are set out in the Reasons for Decision for Phase 1 reported as *Carcillo v. Canadian Hockey League*, 2023 ONSC 4983.[2]

[2] At the conclusion of the hearing for Phase 1, I directed the parties: (a) to exchange revised drafts by September 5, 2023; (b) then to meet and consult about the revised drafts; and then (c) by September 12, 2023 to submit for the court's consideration their respective revised drafts. The review of the revised drafts would be the subject matter of the Phase 2 hearing scheduled for September 13, 2023.

[3] I received revised drafts with written commentary from the Plaintiffs and from the Defendants. The drafts and several new procedural matters were discussed at the hearing of Phase 2.

## B. Version 2 of the Draft Section 7 Plan

[4] Save for several provisions, which shall be the subject matter topics of Phase 3, I settled the form and content of the Draft Section 7 Plan as set out below. My own commentary follows about the revisions to the Plan. As before, these provisions are not finalized and I welcome the comments of the parties.

*- style of cause –*

**Section 7 Plan**

*1.0 Recitals*

1.1 Pursuant to the *Class Proceedings Act, 1992,* Daniel Carcillo, Garrett Taylor and Stephen Quirk brought a proposed class action (Court File CV-20-642705-00CP;) against 60 amateur hockey teams, the Western Hockey League ("WHL"), the Ontario Hockey League ("OHL"), the Québec Major Junior Hockey League ("QMJHL"), and the Canadian Hockey League ("CHL").

1.2 The proposed class action was brought on behalf of the following putative Class Members, hereinafter referred to as "Players":

> 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.

1.3 The proposed class action had a class period commencing on May 8, 1975.

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[1] S.O. 1992, c. 6.

[2] By way of a postscript to my Reasons for Decision for Phase 1, I wish to make it clear that in the discussion of the insurance policies that may or may not be available for the 60 joinder actions, I made no substantive findings and merely set out the positions of the parties.

1.4 The Plaintiffs advanced four causes of action against the collective of the WHL, OHL, QMJHL, CHL, and their 60 teams, namely: (a) breach of fiduciary duty; (b) systemic negligence; (c) vicarious liability; and (d) breach of Québec causes of action.

1.5 The fundamental purposes of the Plaintiffs' lawsuit were: (a) behaviour modification; i.e., ending a culture of "abuse"; and (b) access to justice; i.e., imposing a collective liability to pay compensation to the victims of the "abuse."

1.6 The Fresh as Amended Statement of Claim defined the "abuse" as follows:

> "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.

1.7 The Plaintiffs moved for certification of their action as a class action, and the Defendants opposed certification, and brought a Jurisdiction Motion and a Ragoonanan Motion.

1.9 There was a four-day hearing of the Certification Motion, the Jurisdiction Motion, and the Ragoonanan Motion, and the court ruled, among other things, that:

> a. The Ontario Superior Court of Justice has jurisdiction *simpliciter* over all of the Defendants; therefore, the Jurisdiction Motion was dismissed.
>
> b. There are no collective causes of action; therefore, the Plaintiffs cannot be Representative Plaintiffs for claims against 55 of the teams of the CHL ("the *Ragoonanan* Defendants"); therefore, the Ragoonanan Motion was granted.
>
> c. The Certification Motion was dismissed because the Plaintiffs did not satisfy all of the certification criteria.
>
> d. The Orders dismissing the Certification Motion and dismissing the action as against the *Ragoonanan* Defendants were suspended pending the determination of a motion for approval of a Notice, a Notice Plan, and a Section 7 Plan.
>
> e. The Plaintiffs brought a motion for approval of the Notice, the Notice Plan, and a Section 7 Plan.

1.10 The purpose of the Section 7 Plan is to transition the proposed class action into up to 60 joinder actions to be commenced in Ontario in the Superior Court of Justice against the 60 defendant hockey teams, their defendant owners, the CHL, WHL, OHL, and QMJHL as co-defendants.

*2.0 Approval of Section 7 Plan, the Notice, the Notice Plan, and the Contingency Fee Retainer Agreements.*

2.1 The Court approves this Section 7 Plan, which includes a Notice and a Notice Plan.

2.2 The Court approves the Notices set out in this Section 7 Plan.

2.3 The Court approves the Notice Plan set out in this Section 7 Plan.

2.4 The Court approves the Players' Contingency Fee Retainer Agreement set out in the Section 7 Plan as Schedule "I".

2.5. The Section 7 Plan shall be governed by: (a) the *Class Proceedings Act, 1992*; (b) the *Courts of Justice Act*; (c) the *Rules of Civil Procedure*; and (c) the Superior Court of Justice's inherent, common law, and equity jurisdiction.

2.6. On the motion of a party, the Section 7 Plan, other than 7.11 to 7.15, may be amended by further court order.

*3.0 Notice*

3.1 In accordance with the Notice Plan set out in the Section 7 Plan, the Administrator shall distribute to the Players the Notice set out in Schedule "II" to this Section 7 Plan.

3.2 In accordance with the Notice Plan set out in the Section 7 Plan, Koskie Minsky LLP and each of the Defendants shall post on their respective webpages, if any, the Notice set out in Schedule "III" to this Section 7 Plan.

3.3. In accordance with the Notice Plan set out in the Section 7 Plan, Koskie Minsky LLP shall release the Press Release set out in Schedule "IV" to this Section 7 Plan, which Press Release shall contain a link to the Notice set out in Schedule "II" to this Section 7 Plan.

3.4 In the Notices set out in Schedules II and III, the Players will be notified:

(a) that a proposed class action brought on their behalf was **not** certified.

(b) that had the proposed class action been certified, each Player would have had the two mutually exclusive choices of:

(i) opting-out of the class action, in which case the Player could sue the Defendants as a self-represented litigant or could sue the Defendants by retaining a lawyer of his own choosing; or

(ii) joining the class action (by not opting out), in which case the Playaer would have been represented by Koskie Minsky, LLP as Class Counsel.

(c) that since the proposed class action was not certified, the Player now has the three mutually exclusive choices of:

(i) [*insert opt-in date*] (*180 days from the approval of the Section 7 Plan*) electing to sue the Defendants in one or more of 60 actions to be commenced by Koskie Minsky LLP pursuant to court approved Contingent Fee Retainer Agreements and pursuant to a Section 7 Plan;

(ii) suing the Defendants as a self-represented litigant, in which case the Player should be alert to the resumption of the running of limitation periods on [*insert s.28 termination date*] (365 days *from the approval of the Section 7 Plan*); or

(iii) suing the Defendants by retaining a lawyer, in which case, the Player should be alert to the resumption of the running of limitation periods on [*insert s.28 termination date*] (365 days *from the approval of the Section 7 Plan*).

*4.0 Notice Plan*

4.0.1 Save as otherwise provided, the Notice Plan shall be administered by […] whose fees and expenses shall be paid by the Defendants, such fees and expenses not to exceed $ […].

4.1 Each of the Defendants shall by [*insert contact information date*] (36 *days from the approval of the Section 7 Plan*) provide Koskie Minsky LLP and the Administrator with a list of the Players'

mail addresses, email addresses, and telephone numbers for text messages within their possession, power, or control.

4.2 Koskie Minsky LLP shall compile and provide to the Administrator by [*insert contact information date*] (36 *days from the approval of the Section 7 Plan*) a list of the Players' mail addresses, email addresses, and telephone numbers for text messages within its possession, power, or control.

4.3 The Administrator shall by [*insert notice date*] (72 *days from the approval of the Section 7 Plan*) disseminate by mail, email, and text messages the Short Form Notice attached as Schedule "II," for mail and email, and, for text messages, the Notification attached as Schedule "IV," in English and in French.

4.4. Koskie Minsky LLP and the Defendants shall by [*insert notice date*] (*45 days from the approval of the Section 7 Plan*) post on their respective webpages, if any, the Short Form Notice set out in Schedule "II" in English and in French.

4.5 Koskie Minsky LLP shall by [*insert notice date*] (72 *days from the approval of the Section 7 Plan*) arrange for the issuance of the Press Release set out in Schedule "IV" in English and in French through Canada Newswire and United States Newswire.

4.6 Each of the Defendants with an active account on Facebook, Instagram, or Twitter/X, shall post on each such account, in the language most commonly used on that account, in both text and image formats, the Notification, attached as Schedule "IV", including a hyperlink, where possible, at least four times, no less than 14 days apart, prior to the opt-in date.

4.7 Administrator shall arrange for the distribution of the Notification through internet banner notices on Google Display Network, Facebook, and advertisements on other social media applications, including but not limited to Instagram and Twitter/X.

*5.0 Opt-In Procedure*

5.1 If a Player chooses to participate in this Section 7 Plan, he must, by the opt-in date, being [*insert opt-in date*] (270 *days from the approval of the Section 7 Plan*):

> (a) sign the court approved Contingent Fee Retainer Agreement retaining Koskie Minsky LLP as his lawyer for one or more of the 60 actions against the Defendants;
>
> (b) provide to Koskie Minsky LLP, in writing or otherwise, particulars of their claim, which particulars will remain subject to lawyer and client and litigation privilege.

5.3 A Player may not opt-in after the opt-in date, subject to section 5.6 below.

5.4 The particulars that Koskie Minsky LLP may require a Player to provide in order to be deemed to have opted-in include particulars:

> (a) to confirm that the Player is a putative Class Member;
>
> (b) to confirm that the Player was a victim of the "abuse";
>
> (c) that describe the incidents or incidents of the "abuse" including place(s), times, dates, participants; witnesses, events, *etc*.;
>
> (d) that describe the personal physical and mental harm suffered as a result of the "abuse";
>
> (e) that specify the relief that he would be seeking as a co-plaintiff in one or more of the 60 actions against the Defendants;

(f) that describe the monetary or financial harm he suffered as a result of the "abuse", and

(c) to provide such further and other information as required by Koskie Minsky to join the Player as a co-plaintiff in one or more of the 60 actions against the Defendants.

5.5 If the Player chooses to retain Koskie Minsky LLP to sue the Defendants, he agrees by the opt-in date to attend an intake interview with Koskie Minsky LLP, which interview may be conducted in person or remotely by video or telephone conference.

5.6. Players who seek to opt-in to this plan after the opt-in date, but before the commencement of actions, may participate in the plan at the discretion of Koskie Minsky LLP, provided that the requirements in Part 7 of this plan can be met for that player.

*6.0 Commencement of the Running of Limitation Periods*

6.1 The dismissal of the Certification Motion shall come into effect upon the approval of the Section 7 Plan.

6.2 The dismissal of the action as against the *Ragoonanan* Defendants shall come into effect 365 days after the approval of the Section 7 Plan.

6.3 Any dismissal or discontinuance of the proposed class action, sought by any party, shall, if granted, only come into effect 365 days after the approval of the Section 7 Plan.

*7.0 Commencement of Actions*

7.1 By [*insert commencement* date] (*365 days after the approval of the Section 7 Plan*), Koskie Minsky LLP, shall commence in the Ontario Superior Court of Justice in Toronto, up to 60 actions against the teams of the WHL, OHL, and QMJHL, and the CHL, WHL, OHL, and QMJHL as co-defendants ["the Actions"].

7.2 The Statements of Claim shall name Toronto as the place of trial without prejudice to the court upon motion of any party changing the venue to another place of trial in Ontario. No party shall bring a motion for a change of venue for any action prior to that action being ready to be set down for trial pursuant to Rule 48 of the *Rules of Civil Procedure*.

7.3 The Actions shall be commenced for the putative Class Member who have retained Koskie Minsky LLP pursuant to the court approved Contingency Fee Retainer Agreements.

7.4 The up to 60 actions shall each by governed by the *Rules of Civil Procedure* and the Section 7 Plan.

7.5 The up to 60 actions shall be commenced by Statement of Claim. The Statement of Claims shall attach as schedules the individual claims of each Player joined as a co-Plaintiff.

7.6 The Players are *dominus litus* and the Statements of Claim and the attached schedules may be pled in accordance with the privileged instructions of the Players as to the material facts and there is no obligation on the Players to disclose witnesses or participants in the events described although they are at liberty to do so.

7.7. Without leave of the court, in the Statements of Claims, the Players may plead only the causes of action that were pleaded for the Certification Motion save and except the cause of action for (a) breach of fiduciary duty.

7.8 The Statements of Claim in the up to 60 actions shall be sealed in the court's file.

7.9 Koskie Minsky LLP shall file in the open court file copies of the Statement of Claim substituting pseudonyms for the Players in the style of cause and in the schedules attached to the Statement of

Claim (the "Anonymized Claims"). Koskie Minsky LLP shall be permitted to redact any personally identifying information in the Anonymized Claims only, to preserve the Players' anonymity.

7.10 The Lawyers who appeared at the Certification Motion as counsel for the Defendants shall admit service of the Statements of Claim, which shall be served along with a Specialized Rule 49 Offer for each Player.

7.11 The Defendants may not at any stage in the Actions challenge the jurisdiction of the Ontario court on the grounds of absence of jurisdiction *simpliciter*.

7.12 The Defendants may not at any stage in the Actions challenge the jurisdiction of the Ontario court on the grounds of *forum non conveniens*.

7.13 The Defendants may not at any stage in the Actions challenge the joinder of plaintiffs to the 60 actions, the joinder of defendants, or the joinder of causes of action.

7.14 The Defendants may not at any stage in the Actions bring any motions for particulars or to challenge the Statements of Claims or the attached Schedules for pleading irregularities.

7.15 No party may bring any preliminary, interim, or interlocutory motion in any of the Actions until the pleadings are closed in that action.

7.16 Notwithstanding 7.15, any party may bring a motion for a confidentiality or sealing order pursuant to the *Rules of Civil Procedure*.

*8.0 Statements of Defence and Third Party Claims*

8.1 Using the pseudonyms style of cause, the Defendants shall deliver their respective Statements of Defence and any Third Party Claims within thirty days of service of the Statements of Claim or as the parties may otherwise agree or the court may order. The service, filing, and sealing of Statements of Defence and Third Party Claims shall be handled in the same manner as Statements of Claim.

8.2 The version of the Statements of Defence and Third Party Claims filed with the Court will be anonymized in accordance with 7.9.

*9.0 Case Management*

9.1 After the close of pleadings, the up to 60 actions shall be case managed by a single judge appointed by the Regional Senior Judge in Toronto.

*10.0 Privacy, Confidentiality, Privilege, and Disclosure of Information*

10.1 Nothing in this plan abrogates the normal rules of privilege including lawyer and client privilege, litigation privilege, and settlement privilege.

10.2 It is a principle of the Section 7 plan that as between the parties there shall be full disclosure of relevant information in accordance with the *Rules of Civil Procedure* and that the open court principle applies to hearings in open court at which time subject to confidentiality or privacy orders to the contrary, the sealed pleadings will be unsealed.

10.3 After the close of pleadings, the parties may apply for confidentiality and privacy orders pursuant to the *Rules of Civil Procedure* as they may be advised.

*11.0 Affidavits of Documents*

11.1 Within 60 days after the close of pleadings, each Player shall serve his or her Affidavit of Documents and the documents referenced therein unless his claim has settled pursuant to the Rule 49 Offer or otherwise.

11.2 Within 60 days after the close of pleadings, each co-Defendant shall serve his or her Affidavit of Documents and the documents referenced therein.

11.3 The parties' respective affidavits of documents shall not be filed in the court file.

*12.0 Examinations for Discovery*

12.1 Subject to the provisions of this section of the Section 7 Plan, the parties shall settle a Discovery Plan in accordance with the *Rules of Civil Procedure.*

12.2 The evidentiary record from the Certification Motion, the Jurisdiction Motion, and the Ragoonanan Motion shall be deemed to be examinations for discovery in all of the up to 60 actions, as a supplement to the ordinary discovery process under the Rules of Civil Procedure in the up to 60 actions.

12.3 The deemed undertaking rule and the common law implied undertaking rule shall not apply in all of the up to 60 actions.

*13.0 Specialized Rule 49 Offers*

13.1 Koskie Minsky LLP shall deliver with the Statements of Claim in the up to 60 actions a specialized Rule 49 Offer to reflect the exigencies of the particular action.

13.2 In any event, the Specialized Rule 49 Offers will augment the schedules to the Statement of Claim with a list of documents or affidavits that support and quantify the Players' claims.

*14.0 Bellwether Trial*

14.1 A bellwether trial will be an important ingredient in the effective and efficient resolution of the actions.

14.2 As soon as possible after the commencement of the Actions, the parties, with the assistance of the case management judge, will select an action or actions to proceed on an expedited basis to a bellwether trial to provide judicial guidance on:

a) The existence, and extent, of the CHL, Member League and Teams' duty of care to former players;

b) The standard of care and its evolution over time;

c) The vicarious liability of the CHL, Member Leagues and Teams for the abuse; and

d) The apportionment of damages, to the extent that the Defendants claim over.

14.3 The bellwether trial will proceed on an expedited time frame, to be determined in case management, which time frame will provide a template for the balance of the Actions.

***Schedule "I" – Koskie Minsky LLP, Contingency Fee Retainer Agreement [to be drafted]***

{…}

***Schedule "II" – Short Form Notice***

{…}

***Schedule "III" – Web Page Notice***

{…}

***Schedule "IV" – Notification***

{…}

## C. Commentary

[5] By way of an explanation for the revisions to the Section 7 Plan, I have the following commentary.

[6] The revised draft plan corrects a number of typographical or semantic errors about which I have no comments except to thank the lawyers for their editing skills.

[7] The reference to the Family Class has been removed from s. 1.2 of the Plan. The deletion of this reference, however, does not preclude the assertion of family law claims in the up to 60 joinder actions.

[8] Section 2.6 has been amended to make it clear that the procedural directions found in sections 7.11 to 7.15 of the Plan are entrenched provisions that cannot be amended by further court order.

[9] Section 3.1 has been amended to provide that the Administrator shall distribute the notice set out in Schedule "II."

[10] Section 4.0.1 has been added to have an Administratrator appointed to implement the Notice Plan.

[11] Section 4.1 has been amended to refer to the Administrator.

[12] Section 4.2 has been amended to refer to the Administrator.

[13] Section 4.3 has been amended to require the Administrator to distribute the Short Form Notice (Schedule "II") and a Notification (Schedule "IV").

[14] Section 4.5 has been amended to add a Press Release to be issued through United States Newswire.

[15] Sections 4.6, 4.7, and 4.8 are new provisions designed to enhance the notice plan by requiring: (a) the Defendants with an active account on Facebook, Instagram, or Twitter/X to post the Notification (Schedule "IV"); and (b) the Administrator to arrange for distribution of Notification through internet banners and advertisements

[16] In their revised draft Koskie Minsky proposed that there also be a television advertisement to be broadcast during the Memorial Cup. I have not included this proposal in the draft. It was vehemently opposed by the Defendants. I decided that the requirement that the Defendants post the Notice (Schedule "IV"), the text of which remains to be settled, on all of their Facebook, Instagram, and Twitter/X accounts was more than adequate for the purposes of alerting the Players of their opt-in rights. There was evidence that the penetration of notice varied across the country depending on what social media account was being used. Section 4.6 provides the optimum by

using all three social media accounts if possible.

[17] Section 4.9 (formerly s. 4.6) has been revised to require the Defendants to pay Koskie Minksy LLP's fees and disbursements for the Notice Plan fixed at a sum to be determined.

[18] The Opt-In procedure set out in sections 5.1 to 5.6 has been revised to substitute for a questionnaire a more flexible and informal way for Koskie Minsky to be instructed about the player's claim and participation in the up to 60 joinder actions and for late opt-ins that would not interfere with the commencement date for the actions.

[19] Section 6.0 of the Section 7 Plan, which is designed to prevent the resumption of limitation periods until the up to 60 joinder actions have been commenced has been revised to accord with the amendments to s. 28 of the *Class Proceedings Act, 1992*.

[20] Section 7.2 has been amended to prohibit change of venue motions until the action is ready to be set down for trial.

[21] Section 7.9 has been enhanced to protect the privacy of the players in the anonymized public version of the Statement of Claim.

[22] Sections 7.11 to 7.14 have been revised to emphasize that jurisdiction *simpliciter*, *forum conveniens,* the joinder of parties, and joinder of causes of action cannot be relitigated.

[23] Section 7.15 is a new provision regulating interlocutory motions, which are prohibited until the pleadings are closed.

[24] Section 7.16 provides an exception to s. 7.15 for confidentiality or sealing orders before the close of pleadings.

[25] Section 8.1 has been amended to clarify the privacy provisions with respect to statements of defence and third party proceedings.

[26] Section 12.2 has been amended to clarify the use of the record from the Certification Motion does not displace but rather supplements the parties' discovery rights and obligations.

[27] The Plaintiffs had requested a section to provide a deadline for scheduling and completing examinations for discovery. I have not included such a provision. The scheduling of discoveries is a matter best dealt with by a discovery plan and by the supervision of the case management judge.

[28] Section 14 is a new section providing for bellwether trials.

[29] It may be noted that the proposed revised draft Section 7 plan does not prescribe the scope of the third party proceedings. The scope of third party proceedings is a matter of substantive law not procedural law.[3]

[30] As noted above, the parties are at liberty to make further refinements and suggestions. The major topics that remain outstanding for Phase 3 are the content of Schedules "I", "II", "III" and "IV". Also to be discussed at Phase 3 is the matter of the reintroduction of an Administrator to the

[3] As discussed during the Phase 2 hearing, the scope of the third party proceedings could be a matter of agreement between the parties, which is a matter beyond the procedural or substantive jurisdiction of the court. I suggest to the defendants that they might consider narrowing the targets of third party proceedings to genuine third parties; i.e., persons that would not already be parties to the up to 60 joinder actions. This is no more than a tentative aspirational suggestion and a reminder to the parties that they can augment the Rule 7 Plan by agreement. It remains entirely with the realm of the defendants to decide how to plead their defences and how to constitute the third party proceedings.

Section 7 Plan and the matter of who bears the costs of the Notice Plan.

## D. Conclusion

[31] I once again commend the parties and their lawyers and thank them for their ongoing contribution to solving a very challenging problem of procedural logistics for the administration of justice.

Perell, J.

Released: September 13, 2023

**CITATION:** Carcillo v. Canadian Hockey League, 2023 ONSC 5186
**COURT FILE NO.:** CV-20-00642705-00CP
**DATE:** 2023/09/13

**ONTARIO**
**SUPERIOR COURT OF JUSTICE**

**BETWEEN:**

**DANIEL CARCILLO and GARRETT TAYLOR**

Plaintiffs

- and -

**CANADIAN HOCKEY LEAGUE *et al***

Defendants

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**REASONS FOR DECISION**

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PERELL J.

**Released:** September 13, 2023

# PIÈCE PA-6 (C)

**CITATION:** Carcillo v. Canadian Hockey League, 2023 ONSC 5484
**COURT FILE NO.:** CV-20-00642705-00CP
**DATE:** 20230929

***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, QUÉBEC 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 ROUYNNORANDA 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*

- *James Sayce, Vlad Calina*, and *Caitlin Leach* for the Plaintiffs.
- *Michael Eizenga, Gannon Beaulne, Marshall Torgov, Nina Butz,* and *Ethan Schiff* for the Defendants.
- *Crawford Smith*, *Katelyn Johnstone, Nadia Campion, Timothy Pinos,* and *Hardeep Dhaliwal* for the Jaw Hockey Enterprises LP c.o.b. Erie Otters, IMS Hockey c.o.b. Flint Firebirds, Saginaw Hockey Club, L.L.C., EHT, Inc., John Doe Corp. A o/a Everett Silvertips Hockey Club, Winterhawks Junior Hockey LLC, Portland Winter Hawks Inc., Thunderbirds Hockey Enterprises, L.L.C., John Doe Corp. B o/a Seattle Thunderbirds, Brett Sports & Entertainment, Inc., Hat Trick, Inc., John Doe Corp. C o/a Spokane Chiefs, Tri-City Americans Hockey LLC and John Doe Corp. D o/a Tri-City Americans.

**Hearing:** September 27, 2023

**PERELL, J.**

**REASONS FOR DECISION**

## A. Introduction

[1] These are Reasons for Decision for Phase 3 of a motion to settle a Section 7 Order pursuant to the *Class Proceedings Act, 1992*.[1] The factual and legal background for the motion is set out in the Reasons for Decision for Phases 1 and 2 reported as *Carcillo v. Canadian Hockey League*, 2023 ONSC 4983 (Phase 1) and *Carcillo v. Canadian Hockey League*, 2023 ONSC 5186 (Phase 2).

[2] At the conclusion of the hearing for Phase 1, I directed the parties: (a) to exchange revised drafts by September 5, 2023; (b) then to meet and consult about the revised drafts; and then (c) by September 12, 2023 to submit for the court's consideration their respective revised drafts. The review of the revised drafts would be the subject matter of the Phase 2 hearing scheduled for September 13, 2023.

[3] After the conclusion of the hearing of Phase 2, I settled the form and content of the Draft Section 7 Plan, and I invited further submissions and comments from the parties to be considered at Phase 3, along with new drafting to address several subjects that remained contentious.

[4] For Phase 3, I received revised drafts and submissions and comments from the parties. Set out below is how I have settled the form and content of Version 3 of the Draft Section 7 Plan.

[5] Once again, I invite the parties to comment about Version 3, and I schedule October 13, 2023, 10:00 a.m. for Phase 4 of the motion to settle a Section 7 Plan. I anticipate that Phase 4 will be the ultimate or at least the penultimate Phase for the completion of the motion.

[6] In the draft below, I have used track changes to indicate how I would settle the competing drafts of the parties about any contentious items.

## B. Commentary

[7] The revisions to the draft Section 7 Plan are set out below. By way of an explanation for the revisions to the Section 7 Plan, I have the following commentary.

a. The further revised draft plan corrects a number of typographical or semantic errors and clarifies several provisions. I have no comments about these revisions except to thank the lawyers for their editing skills.

b. This draft of the Section 7 Plan furthers the reintroduction of an Administrator, who will be responsible for implementing the Notice Plan, which includes a Short Form Notice, a Digital Notice, and a Press Release.

c. The parties should meet and confer to settle the text of the Short Form Notice, the

[1] S.O. 1992, c. 6.

Digital Notice, and the Press Release.

d. This draft includes the Koskie, Minsky LLP retainer agreement. The firm should revise that agreement, if necessary, in light of the revisions now being made to the draft Section 7 Plan and it should advise the court of any changes.

e. This draft of the Section 7 Plan emphasizes that while the Defendants cannot challenge the joinder of parties or of actions, it does not prohibit the case management judge severing (disjoining) an action. Thus, what began as up to sixty actions may (after the pleadings are completed and with the case management judge's permission) evolve into more than sixty actions. (There might be less than sixty actions if there are no plaintiffs against a particular team.) The possibility of severance may facilitate the bellwether trial provisions of the Section 7 Plan or be desirable for other reasons. This possibility is best determined by the case management judge.

f. As revealed by the discussion in the Reasons for Decision for Phases 1 and II a major sticking point is the Defendants' indication that it may bring third party claims for contribution and indemnity, including claims against players who may be co-plaintiffs in the Actions. I agree with the Plaintiffs that this would create insurmountable problems and a conflict of interest for Koskie Minsky LLP and might derail the whole Section 7 Plan. For the Phase 3 hearing Koskie Minsky LLP repeated the suggestion that its clients' claims by "Taylorized." I have already explained that this is not a viable solution to the matter of third party claims. I have, therefore, included in this draft of the Section 7 Plan the new section 8.3 as a solution for the matter. The solution to the third party problem is to resort to Rule 29.09 of the *Rules of Civil* Procedure. This rule authorizes the court to allow the third party proceedings but then to stay those proceedings until after the completion of the main action. Thus, if the Defendants are successful in the main action, then they will not need to advance their third party claim. If the Defendants are unsuccessful and they have a third claim against a player or others, then the stay can be lifted at that time without having delayed or prejudiced the main action.

g. There was a dispute between the parties about whether the notice of the opportunity to join one of the up to sixty actions should include players who participated in training or tryouts for a team in the CHL. The Defendants' position was that these players were not putative class members and should <u>not</u> be included in the Section 7 Plan. It is doubtful that the Defendants' position is correct, but, in any event, the Defendants' submission misses the point that section 7 empowers the court to permit the proceeding to continue as one or more proceedings between different parties. I repeat that it doubtful that the players who participated in team tryouts and who experienced hazing etc. are different parties from the putative class members, but it they are different, then there was ample evidence on the certification motion that they should be made parties to the up to sixty actions pursuant to section 7 of the *Class Proceedings Act, 1992*.

h. The matters of the commencement of the running of limitation periods and the sequencing of the steps of the Section 7 Plan may require further attention at Phase 4.

## C. New Suggestion

[8] I offer a novel suggestion for the parties to consider for Phase 4. The suggestion is a procedural innovation for inclusion in the Section 7 Plan. This innovation is beyond the authority of the court to order as part of the Section 7 Plan but would introduce elements of a consent settlement into the Section 7 Plan.

[9] Under the current Section 7 Plan, the Players are provided with the opportunity to be a party to up to sixty actions against the Defendants. The innovation would be to provide the players with the alternative of immediately joining a settlement track or tracks for modest claims. This suggested innovation borrows from lessons learned in the *Brazeau/Reddock/Gallone/Francis/Chandra* class actions and from the *cy-pres* case law.

[10] In other words, as an alternative to litigation, in exchange for (a) proof of eligibility and (b) a release, the player would receive a fixed sum from the Defendants - without any admission of liability by the Defendants.

[11] The players might also be given the option of making the fixed sum payable to a charity that would qualify for a cy-pres award appropriate to the circumstances of the proposed class action. The player would receive a donation receipt for income tax purposes.

[12] The settlement track could be largely administered by the Administrator. Under this immediate settlement track alternative, Koskie Minsky would receive a fixed fee for each player that elected the settlement track.

[13] The advantages of introducing a without-admission-of-liability-settlement-track is that it provides immediate access to justice for the players with modest claims in exchange for providing a release and makes the balance of the claims more manageable and focuses the Actions on the more serious cases of abuse.

[14] I repeat that this suggestion requires the agreement of both parties. It follows that if there is no agreement, the parties should simply ignore the suggestion and make no comment about it for the purposes of Phase 4.

## D. Version 3 of the Draft Section 7 Plan

[15] Version 3 of the Draft Section 7 Plan is set out below. I welcome and encourage the comments of the parties, and I schedule October 13, 2023 for the hearing of Phase 4 of the motion.

*- style of cause –*

**Section 7 Plan**

*1.0 Recitals*

1.1 Pursuant to the *Class Proceedings Act, 1992,* Daniel Carcillo, Garrett Taylor and Stephen Quirk brought a proposed class action (Court File CV-20-642705-00CP) against 60 amateur hockey teams, the Western Hockey League ("WHL"), the Ontario Hockey League ("OHL"), the Québec Major Junior Hockey League ("QMJHL"), and the Canadian Hockey League ("CHL").

1.2 The proposed class action was brought on behalf of the following putative Class Members, hereinafter referred to as "Players":

> 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.

1.3 The proposed class action had a class period commencing on May 8, 1975.

1.4 The Plaintiffs advanced four causes of action against the collective of the WHL, OHL, QMJHL, CHL, and their 60 teams, namely: (a) breach of fiduciary duty; (b) systemic negligence; (c) vicarious liability; and (d) breach of Québec causes of action.

1.5 The fundamental purposes of the Plaintiffs' lawsuit were: (a) behaviour modification; i.e., ending a culture of "abuse"; and (b) access to justice; i.e., imposing a collective liability to pay compensation to the victims of the "abuse."

1.6 The Fresh as Amended Statement of Claim defined the "abuse" as follows:

> "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.

1.7 The Plaintiffs moved for certification of their action as a class action, and the Defendants opposed certification, and brought a Jurisdiction Motion and a Ragoonanan Motion.

1.9 There was a four-day hearing of the Certification Motion, the Jurisdiction Motion, and the Ragoonanan Motion, and the court ruled, among other things, that:

> a. The Ontario Superior Court of Justice has jurisdiction *simpliciter* over all of the Defendants; therefore, the Jurisdiction Motion was dismissed.
>
> b. There are no collective causes of action; therefore, the Plaintiffs cannot be Representative Plaintiffs for claims against 55 of the teams of the CHL ("the *Ragoonanan* Defendants"); therefore, the Ragoonanan Motion was granted.
>
> c. The Certification Motion was dismissed because the Plaintiffs did not satisfy all of the certification criteria.
>
> d. The Orders dismissing the Certification Motion and dismissing the action as against the *Ragoonanan* Defendants were suspended pending the determination of a motion for approval of a Notice, a Notice Plan, and a Section 7 Plan.
>
> e. The Plaintiffs brought a motion for approval of the Notice, the Notice Plan, and a Section 7 Plan.

1.10 The purpose of the Section 7 Plan is to transition the proposed class action into up to 60 joinder actions to be commenced in Ontario in the Superior Court of Justice, each against one of the 60 defendant hockey teams, the CHL, their current owner or owners and the CHL and one of the WHL, OHL, and QMJHL as co-defendants.

*2.0 Approval of Section 7 Plan, the Notice, the Notice Plan, and the Contingency Fee Retainer Agreements.*

2.1 The Court approves this Section 7 Plan, which includes a Notice and a Notice Plan.

2.2 The Court approves the Notices set out in this Section 7 Plan.

2.3 The Court approves the Notice Plan set out in this Section 7 Plan.

2.4 The Court approves the Players' Contingency Fee Retainer Agreement set out in the Section 7 Plan as Schedule "I".

2.5. The Section 7 Plan shall be governed by: (a) the *Class Proceedings Act, 1992*; (b) the *Courts of Justice Act*; (c) the *Rules of Civil Procedure*; and (d) the Superior Court of Justice's inherent, common law, and equity jurisdiction.

2.6. On the motion of a party, the Section 7 Plan, other than 7.11 to 7.15, may be amended by further court order.

*3.0 Notice*

3.1 In accordance with the Notice Plan set out in the Section 7 Plan, the Administrator (defined below) shall distribute to the Players the Short Form Notice set out in Schedule "II" to this Section 7 Plan.

3.1.1 In accordance with the Notice Plan set out in the Section 7 Plan, the Administrator shall distribute the Digital Notice set out in Schedule "III" to this Section 7 Plan.

3.1.2 In accordance with the Notice Plan set out in the Section 7 Plan, Koskie Minsky LLP shall post on its webpage and each of the teams, WHL, OHL, QMJHL and the CHL shall post on their respective webpages, if any, the Short Form Notice set out in Schedule "II" to this Section 7 Plan.

3.2.2 In accordance with the Notice Plan set out in the Section 7 Plan, each of the teams, WHL, OHL, QMJHL, and the CHL shall post on their Facebook, Instagram, and Twitter/X, if any, the Digital Notice set out in Schedule "III" to this Section 7 Plan.

3.3. In accordance with the Notice Plan set out in the Section 7 Plan, Koskie Minsky LLP shall release the Press Release set out in Schedule "IV" to this Section 7 Plan, which Press Release shall contain a link to the Short Form Notice set out in Schedule "II" to this Section 7 Plan.

3.4 In the Notices set out in Schedules II and IV the Players will be notified:

(a) that a proposed class action brought on their behalf was **not** certified.

(b) that had the proposed class action been certified, each Player would have had the two mutually exclusive choices of:

(i) opting-out of the class action, in which case the Player could sue the Defendants as a self-represented litigant or could sue the Defendants by retaining a lawyer of his own choosing; or

(ii) joining the class action (by not opting out), in which case the Playaer would have been represented by Koskie Minsky, LLP as Class Counsel.

(c) that since the proposed class action was not certified, the Player now has the three mutually exclusive choices of:

(i) [*insert opt-in date*] (*180 days from the approval of the Section 7 Plan*) electing to sue the Defendants in one or more of 60 actions to be commenced by Koskie Minsky LLP pursuant to court approved Contingent Fee Retainer Agreements and pursuant to a Section 7 Plan;

(ii) suing the Defendants as a self-represented litigant, in which case the Player should be alert to the resumption of the running of limitation periods on [*insert s.28 termination date*] (365 days *from the approval of the Section 7 Plan*); or

(iii) suing the Defendants by retaining a lawyer, in which case, the Player should be alert to the resumption of the running of limitation periods on [*insert s.28 termination date*] (365 days *from the approval of the Section 7 Plan*).

*4.0 Notice Plan*

4.0.1 Save as otherwise provided, the Notice Plan shall be administered by an administrator to be agreed upon by the parties or as appointed by the Court ("Administrator") whose fees and expenses, including the advertising cost associated with disseminating the Notice set out in section 4.7, shall be paid directly by the Defendants, such fees and expenses not to exceed a sum to be determined by the court before the Notice is disseminated.

4.1 Each of the Defendants shall by [*insert contact information date*] (36 *days from the approval of the Section 7 Plan*) provide the Administrator with a list of every mail addresses, email addresses, and telephone numbers for text messages associated with any Play or Players within their possession, power, or control.

4.2.1 Koskie Minsky LLP shall compile and provide to the Administrator by [*insert contact information date*] (36 *days from the approval of the Section 7 Plan*) a list of the Players' mail addresses, email addresses, and telephone numbers for text messages within its possession, power, or control.

4.2.2 The Player contact information that the Defendants are ordered to provide to the Administrator under section 4.2.1 shall be used by the Administrator solely for the purposes of disseminating direct notice to Players under the *Class Proceedings Act, 1992* in accordance with the Section 7 Plan.

4.3 The Administrator shall by [*insert notice date*] (72 *days from the approval of the Section 7 Plan*) disseminate by mail, email, and text messages the Short Form Notice attached as Schedule "II," for mail and email, and, for text messages, the Digital Notice attached as Schedule "III," in English and in French.

4.4. Koskie Minsky LLP shall post on its webpage and each of the teams, WHL, OHL, QMJHL and the CHL shall post on their respective webpages, if any, the Short Form Notice set out in Schedule "II" in English and in French by [*insert notice date*] (*45 days from the approval of the Section 7 Plan*).

4.5 Koskie Minsky LLP shall by [*insert notice date*] (72 *days from the approval of the Section 7 Plan*) arrange for the issuance of the Press Release set out in Schedule "IV" in English and in French through Canada Newswire and United States Newswire.

4.6 Each of the teams, WHL, OHL, QMJHL and the CHL shall post on their Facebook, Instagram, and Twitter/X account, if any, , in the language most commonly used on that account, in both text and image formats, the Digital Notice, attached as Schedule "III", including a hyperlink, where possible, at least four times, no less than 14 days apart, prior to the opt-in date.

4.7 The Administrator shall arrange for the distribution of the Digital Notice through internet banner notices on Google Display Network, Facebook, You Tube, Instagram, and Twitter/X.

*5.0 Opt-In Procedure*

5.1 If a Player chooses to participate in this Section 7 Plan, he must, by the opt-in date, being [*insert opt-in date*] (270 *days from the approval of the Section 7 Plan*):

(a) sign the court approved Contingent Fee Retainer Agreement retaining Koskie Minsky LLP as his lawyers for one or more of the 60 actions against the Defendants; and

(b) provide to Koskie Minsky LLP, in writing or otherwise, particulars of his claim, which particulars will remain subject to lawyer and client and litigation privilege.

5.3 A Player may not opt-in after the opt-in date, subject to section 5.6 below.

5.4 The particulars that Koskie Minsky LLP may require a Player to provide in order to be deemed to have opted-in include particulars:

(a) to confirm that the Player is a putative Class Member;

(b) to confirm that the Player was a victim of the "abuse";

(c) that describe the incident or incidents of the "abuse", including place(s), time(s), date(s), participant(s); witness(es), event(s), *etc*.;

(d) that describe the personal physical and mental harm suffered as a result of the "abuse";

(e) that specify the relief that he would be seeking as a co-plaintiff in one or more of the 60 actions against the Defendants;

(f) that describe the monetary or financial harm he suffered as a result of the "abuse", and

(g) to provide such further and other information as required by Koskie Minsky LLP to join the Player as a co-plaintiff in one or more of the 60 actions against the Defendants.

5.5 If the Player chooses to retain Koskie Minsky LLP to sue the Defendants, he agrees by the opt-in date to attend an intake interview with Koskie Minsky LLP, which interview may be conducted in person or remotely by video or telephone conference.

5.6. Players who seek to opt-in to this plan after the opt-in date, but before the commencement of actions, may participate in the plan at the discretion of Koskie Minsky LLP, provided that the requirements in Part 7 of this plan can be met for that player.

*6.0 Commencement of the Running of Limitation Periods*

6.1 The dismissal of the Certification Motion shall come into effect upon the approval of the Section 7 Plan. If no party appeals from the order approving this Section 7 Plan, the plaintiffs shall forthwith after the expiry of the deadline for appealing that order, abandon their appeal of the Certification Motion and the *Ragoonanan* Motion decisions.

6.2 The dismissal of the action as against the *Ragoonanan* Defendants shall come into effect 365 days after the approval of the Section 7 Plan. On that date, all limitation periods suspended by the commencement of the proposed class action in relation to the Ragoonanan Defendants will resume running.

6.3 This proceeding (as identified in section 1.1 above) under the *Class Proceeding Act, 1992* shall be dismissed, without requiring any further step by the parties, effective as of the day after the deadline for commencing actions under this Section 7 Plan (being 365 days after the approval of the Section 7 Plan under section 7.1 below).

*7.0 Commencement of Actions*

7.1 By [*insert commencement* date] (*365 days after the approval of the Section 7 Plan*), Koskie Minsky LLP, shall commence in the Ontario Superior Court of Justice in Toronto, up to 60 actions,

each against the current owner or owners of one of the teams of the WHL, OHL, QMJHL, and one of the WHL, OHL, and QMJHL, and the CHL as co-defendants ("the Actions" and each individually an “Action”).

7.2 The Statements of Claim shall name Toronto as the place of trial without prejudice to the court upon motion of any party changing the venue to another place of trial in Ontario. No party shall bring a motion for a change of venue for any Action prior to that Action being ready to be set down for trial pursuant to Rule 48 of the *Rules of Civil Procedure*.

7.3 The Actions shall be commenced for the putative Class Member who have retained Koskie Minsky LLP pursuant to the court approved Contingency Fee Retainer Agreements.

7.4 The Actions shall each by governed by the *Rules of Civil Procedure* and the Section 7 Plan.

7.5 The Actions shall be commenced by Statement of Claim. The Statement of Claims shall attach as schedules the individual claims of each Player joined as a co-Plaintiff.

7.6 The Players are *dominus litus* and the Statements of Claim and the attached schedules may be pled in accordance with the privileged instructions of the Players as to the material facts and there is no obligation on the Players to disclose witnesses or participants in the events described although they are at liberty to do so.

7.7. Without leave of the court, in the Statements of Claims, the Players may plead only the causes of action that were pleaded for the Certification Motion save and except the cause of action for breach of fiduciary duty.

7.8 The Statements of Claim in the Actions shall be sealed in the court’s file.

7.9 Koskie Minsky LLP shall file in the open court file copies of the Statement of Claim substituting pseudonyms for the Players in the style of cause and in the schedules attached to the Statement of Claim (the "Anonymized Claims"). Koskie Minsky LLP shall be permitted to redact any personally identifying information in the Anonymized Claims only, to preserve the Players' anonymity.

7.10 The Lawyers who appeared at the Certification Motion as counsel for the Defendants shall admit service of the Statements of Claim, which shall be served along with a Specialized Rule 49 Offer for each Player.

7.11 The Defendants may not at any stage in the Actions challenge the jurisdiction of the Ontario court on the grounds of absence of jurisdiction *simpliciter*.

7.12 The Defendants may not at any stage in the Actions challenge the jurisdiction of the Ontario court on the grounds of *forum non conveniens*.

7.13 The Defendants may not at any stage in the Actions challenge the joinder of plaintiffs to the Actions, the joinder of defendants, or the joinder of causes of action. Nothing in this section prevents any party from bringing severance motions after the Actions are assigned to a judge for multilateral case management.

7.14 The Defendants may not at any stage in the Actions bring any motions for particulars or to challenge the Statements of Claims or the attached schedules for pleading irregularities.

7.15 No party may bring any preliminary, interim, or interlocutory motion in any of the Actions until the pleadings are closed in that Action.

7.16 Notwithstanding section 7.15, any party may bring a motion for a confidentiality or sealing order pursuant to the *Rules of Civil Procedure*.

*8.0 Statements of Defence and Third Party Claims*

8.1 Using the pseudonyms style of cause, the Defendants shall deliver their respective Statements of Defence and any Third Party Claims within thirty days of service of the Statements of Claim or as the parties may otherwise agree or the court may order. The service, filing, and sealing of Statements of Defence and Third Party Claims shall be handled in the same manner as Statements of Claim.

8.2 The version of the Statements of Defence and Third Party Claims filed with the Court will be anonymized in accordance with section 7.9.

8.3 In as much as a plaintiff or plaintiffs are not to be prejudiced or unnecessarily delayed by reason of a third-party claim, the court directs pursuant to Rule 29.09 that: (a) a third party may not deliver a defence to the main action pursuant to Rule 29.05and (b) any the third party claim is stayed until after the completion of the main action.

*9.0 Case Management*

9.1 After the close of pleadings, the Actions shall be case managed by a single judge appointed by the Regional Senior Judge in Toronto.

*10.0 Privacy, Confidentiality, Privilege, and Disclosure of Information*

10.1 Nothing in this plan abrogates the normal rules of privilege including lawyer and client privilege, litigation privilege, and settlement privilege.

10.2 It is a principle of the Section 7 Plan that as between the parties there shall be full disclosure of relevant information in accordance with the *Rules of Civil Procedure* and that the open court principle applies to hearings in open court at which time subject to confidentiality or privacy orders to the contrary, the sealed pleadings will be unsealed.

10.3 After the close of pleadings, the parties may apply for confidentiality and privacy orders pursuant to the *Rules of Civil Procedure* as they may be advised.

*11.0 Affidavits of Documents*

11.1 Within 60 days after the close of pleadings, each Player shall serve his Affidavit of Documents and the documents referenced therein unless his claim has settled pursuant to the Specialized Rule 49 Offer or otherwise.

11.2 Within 60 days after the close of pleadings, each co-Defendant shall serve its Affidavit of Documents and the documents referenced therein.

11.3 The parties' respective Affidavits of Documents shall not be filed in the court file.

*12.0 Examinations for Discovery*

12.1 Subject to the provisions of this section of the Section 7 Plan, the parties shall settle a Discovery Plan in accordance with the *Rules of Civil Procedure.*

12.2 The evidentiary record from the Certification Motion, the Jurisdiction Motion, and the Ragoonanan Motion shall be deemed to be examinations for discovery in all of the Actions, as a supplement to the ordinary discovery process under the *Rules of Civil Procedure* in the Actions.

12.3 The deemed undertaking rule and the common law implied undertaking rule shall not apply in all of the Actions.

*13.0 Specialized Rule 49 Offers*

13.1 Koskie Minsky LLP shall deliver with the Statements of Claim in the Actions a Specialized Rule 49 Offer to reflect the exigencies of the particular action.

13.2 In any event, the Specialized Rule 49 Offers will augment the schedules to the Statement of Claim with a list of documents or affidavits that support and quantify the Players' claims.

*14.0 Bellwether Trial*

14.1 A bellwether trial or trials will be an important ingredient in the effective and efficient resolution of the Actions.

14.2 As soon as possible after the commencement of the Actions, the parties, with the assistance of the case management judge, will select an Action or Actions to proceed on an expedited basis to a bellwether trial or trials to provide judicial guidance on key issues that may include:

a) The existence, and extent, of the CHL, Member League and Teams' duty of care to former players;

b) The standard of care and its evolution over time;

c) The vicarious liability of the CHL, Member Leagues and Teams for the abuse; and

d) The apportionment of damages, to the extent that the Defendants claim over.

14.3 The bellwether trial or trials will proceed on an expedited time frame, to be determined in case management.

***Schedule "I" – Koskie Minsky LLP, Contingency Fee Retainer Agreement [to be drafted]***

**CHL ABUSE LITIGATION CONTINGENCY FEE RETAINER AGREEMENT**
**(the "Agreement")**
**(effective as of** Date of Intake Meeting**)**

B E T W E E N :

CLIENT NAME
**(the "Client" or "You")**
- and -

**KOSKIE MINSKY LLP**
**("Counsel")**

## RECITALS

Daniel Carcillo, Garrett Taylor, and Stephen Quirk commenced a class action lawsuit on behalf of all former and current players who were abused while playing in the Canadian Hockey League ("**CHL**") and one or more of the Ontario Hockey League ("**OHL**"), Western Hockey League ("**WHL**") or Quebec Major Junior Hockey League ("**QMJHL**") between May 8, 1975 and the present. Abuse was defined to mean,

> 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 CHL, OHL, WHL and QMJHL (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.

The Ontario Superior Court of Justice (the "**Ontario Court**") dismissed a motion for certification of a class action, while permitting Messrs. Carcillo, Taylor, and Quirk to bring a motion for an Individual Issues Protocol against the CHL, OHL, WHL, QMJHL and their Teams.

On September ●, 2023, the Court made an order pursuant to section 7 of the *Class Proceedings Act, 1992*, S.O. 1992, c. 6 to transition the class action lawsuit into up to 60 lawsuits to be started in the Ontario Court against the CHL, WHL, OHL, the teams, and their owners (the "**Section 7 Plan**").

Counsel have only been retained to act on your behalf to pursue your claim for "Abuse" suffered during their time playing in the CHL, OHL, WHL or QMJHL through the Section 7 Plan (the "**Claim**").

You understand and acknowledge that your Claim will be prosecuted together with other similar Claims.

Counsel will be paid fees only in the event of "**Success**", which is defined as an award or other payment your favour or a settlement that benefits you. Counsel will also receive costs

recovered in while prosecuting the Client's Claim. A settlement is an agreement between the parties to a lawsuit which sets out how they will resolve the Claim. If the Claim is settled, it will not go to trial. Your agreement with us in respect of Counsel fees and disbursements is set out below.

You acknowledge and agree that Counsel's fees and disbursements owing under the Agreement are a first charge on any "**Recovery**", which refers to any amount actually recovered from the Defendants in respect of the subject matter of your Claim, whether by award, judgement, order, settlement or otherwise, including any punitive damages and pre- and post-judgement interest, and including any amounts awarded or paid in any assessment of damages or other process ordered by a court, and including any amount separately identified or specified as costs.

**DEFINITIONS**

1. The following terms shall have the meaning set out below:

   (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 the CHL, OHL, WHL, and QMJHL;

   (f) "**Member Leagues**" means the OHL League, the WHL League, and the QMJHL League;

   (g) "**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;

   (h) "**Leagues**" means the CHL League and the Member Leagues;

   (i) "**Team(s)**" means each and all the following hockey clubs, including each and all the clubs' owners and operators, all of whom are named as Defendants in this Action;

   (j) "**Defendants**" means the defendant corporations, the CHL, the OHL, the WHL, the QMJHL, and the defendant corporations that own and operate the Teams;

   (k) "**Abuse**" means, among other things, 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;

(l) "**Court**" means the Ontario Superior Court of Justice.

**THE PARTIES AGREE AS FOLLOWS:**

**BEFORE YOU SIGN**

2. You acknowledge you have been provided a copy of ***Contingency Fees: What you need to know*****,** that you have reviewed it, and that you have had an opportunity to ask any questions arising from the guide prior to executing this Agreement.

**RECITALS & SCHEDULES FORM PART OF THE AGREEMENT**

3. The recitals above and the schedules to the Agreement are incorporated into and form an integral part of the Agreement.

**EFFECTIVE DATE**

4. The Agreement shall be effective as of the date of the first meeting with Counsel, notwithstanding the date of its execution.

**RETAINER**

5. You have retained and authorized Counsel act as your lawyers in pursuing your Claim through the Section 7 Plan against the CHL, the Member League(s) in which you played, and any Team(s) that you played on. This may include:

(a) determining which process, if any, is appropriate for your Claim;

(b) determining which of the Defendants, or other parties, would be appropriately named in your Claim;

(c) determining whether it would be appropriate to sue as Defendants any individual players, coaches, general managers, or other team officials;

(d) taking all steps to advance your Claim that Counsel, in their sole discretion, consider necessary, subject to your instructions;

(e) using such persons and resources from our law firm that Counsel, in their sole discretion, consider necessary, and the services of such persons shall be deemed to be provided by Counsel;

(f) bringing and defending such motions Counsel, in their sole discretion, determine to be appropriate, subject to your instructions;

(g) prosecuting the hearing or trial of your Claim if one is necessary, subject to your instructions;

(h) the assessment of and recovery of damages;

(i) consulting, retaining, and engaging all experts, consultants and other persons including other law firms that Counsel, in their sole discretion, consider necessary, subject to your instructions; and

(j) defending or bringing any appeal that Counsel, in their sole discretion, determine to be appropriate, subject to your instructions.

6. You acknowledge that Counsel will not be providing any tax advice whatsoever, and that you are responsible to take whatever steps are appropriate to address the tax consequences of any Claim and/or Recovery.

**NEGOTIATIONS**

7. You authorize Counsel, in their sole discretion, to negotiate with those Defendants who are named in your Claim to reach a settlement. You understand that Counsel may negotiate a settlement of your Claim along with the Claims of other similarly situated claimants.

8. If Counsel recommends that you accept a settlement offer from the Defendants who are named in your Claim, and you decline to accept that offer, you understand that Counsel may not be able to continue to represent you. Whether Counsel may continue to represent you depends on the reason for your refusal.

**USUAL HOURLY RATES**

9. The "**Usual Hourly Rates**" of some, but not all, of the members of our firm who will provide professional services in relation to the Claim are set out in **Schedule "A"** to the Agreement. The Usual Hourly Rates are the standard hourly fees that Counsel usually charges for legal services.

10. You understand that the Usual Hourly Rates are their standard rates and are subject to change on an annual basis.

11. You understand that Counsel and all other persons providing professional services to you may, from time to time, increase their Usual Hourly Rates for purposes of this Agreement if done in the usual and ordinary course of businesses, and without further notice to you.

**COSTS AWARDS AND FUNDING**

12. Counsel shall retain all costs recovered from the Defendant in prosecuting your Claim, including any awards in respect of disbursements and taxes, and any other amount paid by the Defendant as costs. You authorize Counsel, in their sole discretion, to settle the amount of costs awarded on any motion and in the Claim without further instructions from you.

13. You confirm that you understand that the losing party at any step of a legal proceeding is generally required to pay the winning party a portion of the winning party's costs, including legal fees, any disbursements, and applicable taxes. **You acknowledge that Counsel are not providing an indemnity for costs, and that you will be responsible for paying any award of costs against you**.

14. Counsel may pay the disbursements that they, in their sole discretion, consider necessary. You acknowledge that Counsel will be reimbursed for those disbursements which will be in addition to any fees payable to Counsel as set out below.

**COUNSEL'S FEES AND COSTS**

15. Except for any amounts paid to Counsel as provided in paragraph 13, above, Counsel shall be paid fees upon achieving Success on your Claim. Counsel's fees shall be paid by a lump sum payment to the extent possible, or, if a lump sum payment is not possible, by periodic payments out of the proceeds of any judgement, order or settlement awarding or providing monetary relief, damages, interest, or costs to you.

16. In the event of Success Counsel shall be paid a "**Contingency Fee**" of 33%. Any costs that are payable shall also be subject to a Contingency Fee of 33%.

17. You direct that all amounts due and payable by the Defendant to you shall be paid to Counsel, in trust, and that contemporaneously with signing the Agreement, you will sign the irrevocable Authorization and Direction in the form attached as **Schedule "B"**.

18. After paying Counsel's Contingency Fee, as described in paragraph 19, above, together with any costs award against you, as described in paragraph 13, above, and any disbursements, as described in paragraph 23, below, the balance of the Recovery on your Claim will be paid to you, unless a court directs otherwise, in which case such funds will be paid in accordance with the court's direction.

**DISBURSEMENTS**

19. From any Recovery, you shall repay all disbursements that Counsel reasonably incur in relation to your Claim.

20. Recoverable disbursements include all amounts reasonably incurred in connection with the Claim, any motions or applications, the settlement of the Claim, the assessment of damages, or any appeals relating to or arising out of the Claim (including but not limited to expenses incurred for investigation, court fees, travel, lodging, long distance or collect telephone calls, case law database access, courier, postage, photocopier, imaging, and all services provided to Counsel by consultants, experts, counsel, and agents retained by or at the direction of Counsel).

**TERMINATION OF AGREEMENT**

21. Counsel may terminate their representation of you by giving you notice in writing if:

(a) there is a breakdown of trust and confidence;

(b) if Counsel are unable to obtain instructions from you;

(c) if Counsel determine that there is no reasonable prospect of success on your Claim and you refuse to abandon the Claim or settle the Claim on a with or without costs basis;

(d) if Counsel determine that the cost of prosecuting your Claim exceeds the expected Recovery and you refuse to abandon the Claim or settle the Claim on a with or without costs basis; or

(e) if Counsel are required to withdraw from representing you to comply with our professional ethics.

22. In any of these circumstances, Counsel retain the right to continue to act for all other similarly situated claimants through the Section 7 Plan, and you agree that no conflict shall arise. If you cause, or are otherwise responsible for, circumstances that require Counsel to terminate their representation of you, then you shall repay any disbursements. You will pay Counsel's fees in accordance with paragraph 24, below, as though you had terminated our representation.

23. You may terminate Counsel's representation at any time by providing notice to Counsel in writing. You acknowledge that Counsel have expended and will continue to expend significant time and incur significant financial risk in prosecuting your Claim. You understand that retaining Counsel is a precondition to participating in the Section 7 Plan, and that you may no longer be a part of the Section 7 Plan if Counsel's representation is terminated.

24. If you terminate Counsel's representation, whether you engage other lawyers to prosecute your Claim, and you realize Success, then you shall be responsible for paying the following:

(a) if Success had not already been substantially achieved at the time of termination, and you do not achieve Success within 12 months of termination, the lesser of:

(i) the legal fees and disbursements that Counsel have incurred to prosecute your Claim up to the time that you terminate Counsel’s retainer, using the Usual Hourly Rates; and

(ii) Counsel’s Contingency Fee; and

(b) if Success had already been substantially achieved at the time of termination, or if Success is achieved within 12 months of termination, Counsel’s Contingency Fee.

25. Counsel’s fees shall constitute a first charge on your Claim.

**CONFIDENTIALITY**

26. Communications between you and Counsel, whether written or verbal, relating to your Claim and the Claims of other claimants are privileged **but that such privilege may be lost if you were to disclose such information to third persons.**

27. You understand that you share a common interest with the other Claimants, and that you wish to cooperate and coordinate their Claims to maximize the value of each such Claim. You agree to protect the confidentiality of privileged information and not to disclose such information to any third person, other than Counsel and other Claimants. You agree that any privilege will not be lost by communicating privileged information about one you to other Claimants in the service of the Claimants' common interest.

28. You agree that Counsel's files and documents compiled in connection with their investigation and prosecution of this matter constitute the work product and property of Counsel.

**ENGAGEMENT OF CO-COUNSEL**

29. You understand that it may not be possible for one law firm to litigate all of the Claims captured by the Section 7 Plan. Counsel may, in their sole discretion, recommend that another law firm be engaged to assist with the Claims. You authorize Counsel's, in their sole discretion, to approach other lawyers or law firms to assist with prosecuting your Claim or the Claims of other players ("**Co-Counsel**").

30. If Counsel recommend that you accept representation from Co-Counsel, and you refuse to be represented by Co-Counsel, you understand that Counsel may not be able to continue representing you.

**AN EXAMPLE OF THE OPERATION OF THE AGREEMENT**

31. You and Counsel acknowledge that it is difficult to estimate the amount of money, if any, that will be paid as a Contingency Fee, given that this amount will depend on the amount of the Recovery, if any, which is uncertain. An example of how the Agreement operates is set out in **Schedule "C"** to the Agreement.

**IDENTIFICATION OF POTENTIAL CONFLICTS**

32. Counsel have conducted a review of records and confirm that they have not identified a mandate for another client in any matter that would create a substantial risk that Counsel's representation of you in prosecuting your Claim would be materially and adversely affected (a "**Conflicting Interest**").

33. Counsel do not normally consider themselves to have a Conflicting Interest because they represent another client who is a business or other competitor, employer, customer or supplier of yours or other Claimants; or another client who is asserting through Counsel's legal positions or arguments that may be inconsistent with those you or other Claimants are asserting or may wish

to assert; or another client who is adverse in interest in another matter to the Client or other Claimants.

**REPRESENTATION OF OTHER CLIENTS**

34. While Counsel represents you, Counsel will not act for another client in a matter which creates a Conflicting Interest unless you consent.

35. Counsel's acceptance of this matter is on the basis that you consent to Counsel's representation of other clients in other matters that are adverse to your or other Claimants' interests, including their interest in their Claims, provided that

(a) the other matter is not the same as the Client's Claim; and

(b) Counsel protects your relevant confidential information.

36. You consent to Counsel's representation of the Defendant and its related entities on other matters, including matters that are adverse you or other Claimants, provided that the other matter is unrelated to your Claim.

37. You acknowledge that the timely establishment of a conflict screen will be sufficient protection of the confidentiality of such information so that Counsel may represent another client in such other matter.

38. For the sake of greater certainty, you consent to Counsel's representing you and the other Claimants in respect of the Claims while representing another client adverse to you or the other Claimants in a different matter.

39. When you are no longer Counsel's client, under applicable professional rules, Counsel's may represent another client in any matter that is adverse to your interests, provided that:

(a) the other matter is not the same as the matter in which Counsel previously represented you; and

(b) Counsel protects your relevant confidential information.

40. You acknowledge that the timely establishment of a conflict screen will be sufficient protection of the confidentiality of your information so that Counsel may represent another client in such other matters.

41. You understand that Counsel is relying on the consents described above in agreeing to represent you and the other Claimants in this matter and that Counsel will not be seeking any further consent from you or the other Claimants or consulting with you or the other Claimants before advising, acting for or representing another client with interests adverse to you or the other

Claimants. Counsel recommends that you seek advice from independent legal counsel if you have any questions concerning the implications of providing this consent.

**COMMUNICATIONS**

42. During this matter, Counsel may exchange electronic versions of documents and e-mails with you and other Claimants using commercially available software.

43. Unfortunately, the available technology is vulnerable to attack by viruses and other destructive electronic programs. As a result, while Counsel have sought to take countermeasures, Counsel's systems may occasionally reject a communication that you or other Claimants send to us, or Counsel may send you or the other Claimants something that is rejected by their systems.

44. Counsel cannot guarantee that all communications and documents will always be received, or that such communications and documents will always be virus free, and Counsel make no warranty with respect to any electronic communications. In addition, Counsel make no warranty with respect to the security of any electronic communication and you consent to the exchange of electronic communications, including confidential documents, unencrypted.

45. Counsel will communicate directly with you to obtain your instructions to pursue a particular Claim, to accept a settlement of your Claim, abandon your Claim, or to consent to a dismissal of your Claim with or without costs. Counsel will take instructions from any person having apparent authority to direct your affairs.

46. You acknowledge that the Agreement authorizes Counsel to take whatever steps are necessary to prosecute your Claim to judgement or an order, including the prosecution or defence of an appeal in the even that Counsel cannot reach you and that failing to act would jeopardize your Claim.

47. Counsel shall report on what they, in their sole discretion, determine to be important developments in the prosecution of your Claim.

**NO GUARANTEE**

48. Counsel will endeavour to represent your interests and the other Claimants' interests to the best of their ability. However, Counsel make no guarantees of any specific outcome or results. All legal opinions and advice provided to you or other Claimants reflect Counsel's judgement as lawyers based on the law as it stands, and the facts available to Counsel at the time the opinion or advice is provided.

**AGREEMENT BINDING**

49. The Agreement shall bind you, as well as your successors, administrators, and assigns.

50. Counsel are acting on your behalf – but not any officers, directors, employees, subsidiaries, or affiliates of yours, unless specifically retained for that purpose.

**AMENDMENTS AND ENTIRE AGREEMENT**

51. It is agreed that there is no oral representation, warranty, collateral agreement, or condition that affects the Agreement. Amendments to the Agreement must be made in writing and duly executed by the parties.

**GOVERNING LAW**

52. The Agreement and our engagement in this matter are governed by the laws of the Province of Ontario and the federal laws of Canada.

**COUNTERPARTS**

53. The Agreement may be executed by you and Counsel in separate counterparts, with signatures by facsimile or electronic means being acceptable, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

**INDEPENDENT LEGAL ADVICE**

54. You acknowledge that before signing the Agreement you were advised of the prudence of obtaining independent legal advice with respect to the meaning, effect, and advisability of the Agreement, and you either did obtain such advice or freely waived the opportunity to obtain such advice.

**DATED** this day of , 2023.

| | | | | |
|---|---|---|---|---|
| (Witness) | | | Client Name | |
| Date: | | | | |
| | | | **Koskie Minsky LLP**<br>**Per:** | |
| (Witness) | | | | |
| Date: | | | | |

## Schedule A

| Personnel | Usual Hourly Rate as of January 1, 2023 |
|---|---|
| James Sayce | $● |
| Vlad Calina | $● |
| Caitlin Leach | $● |
| **[NTD: Insert]** | $● |

## Schedule B

## AUTHORIZATION AND DIRECTION

TO: WHOM IT MAY CONCERN

RE: Canadian Hockey League Litigation

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The undersigned hereby authorizes and directs you to pay all monies with respect to the above matter, including any interlocutory orders relating to costs and disbursements, to my solicitors**, Koskie Minsky LLP,** and this shall be your good and sufficient authority for so doing.

**DATED** this day of , 2023

(Witness) Client Name

## Schedule C – How the Contingency Fee Operates

| One Example (note: these are illustrations only) | Amounts |
|---|---|
| Approximate aggregate damages award, net of fees and disbursements | $● |
| Example # of Claimants | $● |
| Client's aggregate damages | $● |
| Example Recovery | $● |
| Example costs award in favour of the Client | $● |
| Example disbursement award in favour of the Client | $● |
| Example disbursements incurred by Counsel | $● |

**In the above example, what would be the amount of Counsel's fee?**

1. Counsel are entitled to be paid the Contingency Fee of up to 33% of the additional money received, plus HST, as approved by the Court. Additionally, Counsel's disbursements would be repaid. In total, Counsel would receive $●, inclusive of HST, plus $● in disbursements.

**In the above example, what amount would be paid to you?**

2. Your recovery would be $●, based on $● as a disbursement award, less $● paid to Counsel and the return of $● in disbursements, which leaves $●.

## Schedule D – Your Agreement Summary

### Your Agreement Summary

**Koskie Minsky LLP**
**20 Queen St. West**
**Suite 900**
**Toronto, ON M5H 3R3**
**1-866-777-6343**

**Client:** Client Name

| | |
|---|---|
| Legal services covered | You retain Counsel on a contingency fee basis to take all steps necessary to prosecute a claim for compensation.<br>You retain Counsel to represent you:<br>• through to settlement;<br>• through to the end of your hearing; and/or<br>• through an appeal if you lose your case and decide to appeal.<br>You have the right to make all critical decisions about how your case is conducted subject to the terms of the retainer agreement. |
| Disbursements | Counsel may have to pay for items and services from third parties, including taxes. These payments are considered disbursements because Counsel paid for them on your behalf (for example, court filing fees and fees for expert witnesses). |

| | |
|---|---|
| | Internal firm costs are not generally chargeable as disbursements. For example, disbursements do not include the cost of other lawyers, paralegals, law clerks and administrative assistants, or any overtime.<br><br>However, expenses approved by a court or tribunal or authorized by a regulation known as "Tariff A" are also considered disbursements, even if they are internal firm costs (Tariff A is part of the Rules of Civil Procedure).<br><br>You will only have to pay for disbursements if you win your case or receive a settlement. |
| Contingency fee | Counsel are entitled to be paid the Contingency Fee of up to 33% of the additional money received, plus HST, disbursements as outlined above. |
| If interim costs are awarded | Depending on the route for your Claim, Counsel will receive costs on top of any fees payable or Counsel will reduce fees by amounts that Counsel already received in costs. |

***Schedule "II" – Short Form Notice***

DID YOU PLAY MAJOR JUNIOR HOCKEY IN THE ONTARIO HOCKEY LEAGUE, THE WESTERN HOCKEY LEAGUE, OR THE QUEBEC MAJOR JUNIOR HOCKEY LEAGUE?

[*to be completed*]

***Schedule "III" –Digital Notice***

[*to be completed*]

***Schedule "IV" – Press Release***

**KOSKIE MINSKY LLP ANNOUNCES LITIGATION PLAN FOR PLAYERS ABUSED WHILE PLAYING MAJOR JUNIOR HOCKEY IN THE CHL**

[*to be completed*]

## E. Conclusion

[1] The Section 7 Motion shall proceed to Phase 4.

[2] No formal Order need be taken out for Phase 3.

[3] I commend the parties and their lawyers and thank them for their ongoing contribution to solving a very challenging a problem of procedural logistics for the administration of justice.

Perell, J.

Released: September 29, 2023

**CITATION:** Carcillo v. Canadian Hockey League, 2023 ONSC 5484
**COURT FILE NO.:** CV-20-00642705-00CP
**DATE:** 20230929

**ONTARIO**
**SUPERIOR COURT OF JUSTICE**

**BETWEEN:**

**DANIEL CARCILLO and GARRETT TAYLOR**

Plaintiffs

- and -

**CANADIAN HOCKEY LEAGUE *et al***

Defendants

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**REASONS FOR DECISION**

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PERELL J.

**Released:** September 29, 2023

# PIÈCE PA-6 (D)

**CITATION:** Carcillo v. Canadian Hockey League, 2023 ONSC 5798
**COURT FILE NO.:** CV-20-00642705-00CP
**DATE:** 20231013

***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, QUÉBEC 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 ROUYNNORANDA 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*

- *James Sayce, Vlad Calina,* and *Caitlin Leach* for the Plaintiffs.
- *Michael Eizenga, Gannon Beaulne, Marshall Torgov, Nina Butz,* and *Ethan Schiff* for the Defendants.
- *Crawford Smith, Katelyn Johnstone, Nadia Campion, Timothy Pinos, Hardeep Dhaliwal* for the Jaw Hockey Enterprises LP c.o.b. Erie Otters, IMS Hockey c.o.b. Flint Firebirds, Saginaw Hockey Club, L.L.C., EHT, Inc., John Doe Corp. A o/a Everett Silvertips Hockey Club, Winterhawks Junior Hockey LLC, Portland Winter Hawks Inc., Thunderbirds Hockey Enterprises, L.L.C., John Doe Corp. B o/a Seattle Thunderbirds, Brett Sports & Entertainment, Inc., Hat Trick, Inc., John Doe Corp. C o/a Spokane Chiefs, Tri-City Americans Hockey LLC and John Doe Corp. D o/a Tri-City Americans.

**Hearing:** October 13, 2023

**PERELL, J.**

## REASONS FOR DECISION

[1] These are Reasons for Decision for Phase 4 of a motion to settle a Section 7 Order pursuant to the *Class Proceedings Act, 1992*.[1]

[2] The factual and legal background for the motion are set out in the Reasons for Decision for Phases 1, 2, and 3 reported as: *Carcillo v. Canadian Hockey League*, 2023 ONSC 4983 (Phase 1); *Carcillo v. Canadian Hockey League*, 2023 ONSC 5186 (Phase 2), and *Carcillo v. Canadian Hockey League*, 2023 ONSC 5484.

[1] At the conclusion of the hearing for Phase 1, I directed the parties: (a) to exchange revised drafts by September 5, 2023; (b) then to meet and consult about the revised drafts; and then (c) by September 12, 2023 to submit for the court's consideration their respective revised drafts. The review of the revised drafts would be the subject matter of the Phase 2 hearing scheduled for September 13, 2023.

[2] After the conclusion of the hearing of Phase 2, I settled the form and content of the Draft Section 7 Plan, and I invited further submissions and comments from the parties to be considered at Phase 3, along with new drafting to address several subjects that remained contentious.

[3] For Phase 3, I received revised drafts and submissions and comments from the parties, and I settled the form and content of Version 3 of the Draft Section 7 Plan.

[4] For Phase 4, I invited the parties to comment about Version 3, and I scheduled October 13, 2023 for Phase 4. I anticipated that Phase 4 would be the ultimate or at least the penultimate Phase for the completion of the motion.

[5] To the credit of the hard work of the parties, I am now in the position to approve the Draft 7 Plan.

[6] After the Phase 4 hearing, the only outstanding matter is to settle the recitals and the terms of the Court's Order approving the Plan. I schedule October 30, 2023, 9:00 a.m. (virtual hearing) for a hearing to settle the Order. If the parties agree on the form and the content of the Order, then the motion will proceed in writing.

[7] At the Phase 4 hearing, there was only one contentious issue, which concerned the matter of third party proceedings.

[8] With the amendment underlined or overscored, the Plaintiffs submitted that s. 8.3 of the Plan, the section that dealt with third party proceedings, be amended to read:

> 8.3 In as much as a plaintiff or plaintiffs are not to be prejudiced or unnecessarily delayed by reason of a third-party claim, the Court directs pursuant to Rule 29.09 that: (a) a third party may not deliver a defence to the main action pursuant to Rule 29.05 and (b) any ~~the~~ third party claim is stayed until after the completion of <u>all</u> the ~~main action~~ <u>Actions</u>.

[9] With the amendment underlined, the Defendants submitted that s.8.3 be amended to read:

[1] S.O. 1992, c. 6.

> 8.3 In as much as a plaintiff or plaintiffs are not to be prejudiced or unnecessarily delayed by reason of a third-party claim, unless the case management judge orders otherwise, the court directs pursuant to Rule 29.09 that: (a) a third party may not deliver a defence to the main action pursuant to Rule 29.05 and (b) any third party claim is stayed until after the completion of the main action.

[10] Having considered the submissions of the parties, with the amendments underlined and overscored, I settle s.8.3 as follows:

> 8.3 In as much as a plaintiff or plaintiffs are not to be prejudiced or unnecessarily delayed by reason of a third-party claim, the Court directs pursuant to Rule 29.09 that: (a) a third party may not deliver a defence to the main action pursuant to Rule 29.05 and (b) unless the parties agree otherwise, any ~~the~~ third party claim is stayed until after the completion of all ~~the main action~~ Actions.

[11] Version 4 of the Draft Section 7 Plan - which is the version of the Plan that I approve - is set out below.

*- style of cause –*

**Section 7 Plan**

*1.0 Recitals*

1.1 Pursuant to the *Class Proceedings Act, 1992*, Daniel Carcillo, Garrett Taylor and Stephen Quirk brought a proposed class action (Court File CV-20-642705-00CP) against 60 amateur hockey teams, the Western Hockey League ("WHL"), the Ontario Hockey League ("OHL"), the Québec Major Junior Hockey League ("QMJHL"), and the Canadian Hockey League ("CHL").

1.2 The proposed class action was brought on behalf of the following putative Class Members, hereinafter referred to as "Players":

> 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.

1.3 The proposed class action had a class period commencing on May 8, 1975.

1.4 The Plaintiffs advanced four causes of action against the collective of the WHL, OHL, QMJHL, CHL, and their 60 teams, namely: (a) breach of fiduciary duty; (b) systemic negligence; (c) vicarious liability; and (d) breach of Québec causes of action.

1.5 The fundamental purposes of the Plaintiffs' lawsuit were: (a) behaviour modification; i.e., ending a culture of "abuse"; and (b) access to justice; i.e., imposing a collective liability to pay compensation to the victims of the "abuse."

1.6 The Fresh as Amended Statement of Claim defined the "abuse" as follows:

> "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.

1.7 The Plaintiffs moved for certification of their action as a class action, and the Defendants opposed certification, and brought a Jurisdiction Motion and a Ragoonanan Motion.

1.9 There was a four-day hearing of the Certification Motion, the Jurisdiction Motion, and the Ragoonanan Motion, and the court ruled, among other things, that:

a. The Ontario Superior Court of Justice has jurisdiction *simpliciter* over all of the Defendants; therefore, the Jurisdiction Motion was dismissed.

b. There are no collective causes of action; therefore, the Plaintiffs cannot be Representative Plaintiffs for claims against 55 of the teams of the CHL ("the *Ragoonanan* Defendants"); therefore, the Ragoonanan Motion was granted.

c. The Certification Motion was dismissed because the Plaintiffs did not satisfy all of the certification criteria.

d. The Orders dismissing the Certification Motion and dismissing the action as against the *Ragoonanan* Defendants were suspended pending the determination of a motion for approval of a Notice, a Notice Plan, and a Section 7 Plan.

e. The Plaintiffs brought a motion for approval of the Notice, the Notice Plan, and a Section 7 Plan.

1.10 The purpose of the Section 7 Plan is to transition the proposed class action into up to 60 joinder actions to be commenced in Ontario in the Superior Court of Justice in accordance with section 7.1 below.

*2.0 Approval of Section 7 Plan, the Notice, the Notice Plan, and the Contingency Fee Retainer Agreements.*

2.1 The Court approves this Section 7 Plan, which includes a Notice and a Notice Plan.

2.2 The Court approves the Notices set out in this Section 7 Plan.

2.3 The Court approves the Notice Plan set out in this Section 7 Plan.

2.4 The Court approves the Players' Contingency Fee Retainer Agreement set out in the Section 7 Plan as Schedule "I".

2.5. The Section 7 Plan shall be governed by: (a) the *Class Proceedings Act, 1992*; (b) the *Courts of Justice Act*; (c) the *Rules of Civil Procedure*; and (d) the Superior Court of Justice's inherent, common law, and equity jurisdiction.

2.6. On the motion of a party, the Section 7 Plan, other than 7.11 to 7.15, may be amended by further court order.

*3.0 Notice*

3.1 In accordance with the Notice Plan set out in the Section 7 Plan, the Administrator (defined below) shall distribute to the Players the Short Form Notice set out in Schedule "II" to this Section 7 Plan.

3.1.1 In accordance with the Notice Plan set out in the Section 7 Plan, the Administrator shall distribute the Digital Notice set out in Schedule "III" to this Section 7 Plan.

3.1.2 In accordance with the Notice Plan set out in the Section 7 Plan, Koskie Minsky LLP shall post on its webpage and each of the teams, WHL, OHL, QMJHL and the CHL shall post on their respective webpages, if any, the Short Form Notice set out in Schedule "II" to this Section 7 Plan.

3.2.2 In accordance with the Notice Plan set out in the Section 7 Plan, each of the teams, WHL, OHL, QMJHL, and the CHL shall post on their Facebook, Instagram, and Twitter/X, if any, the Digital Notice set out in Schedule "III" to this Section 7 Plan.

3.3. In accordance with the Notice Plan set out in the Section 7 Plan, Koskie Minsky LLP shall release the Press Release set out in Schedule "IV" to this Section 7 Plan, which Press Release shall contain a link to the Short Form Notice set out in Schedule "II" to this Section 7 Plan.

3.4 In the Notices set out in Schedules II and IV the Players will be notified:

(a) that a proposed class action brought on their behalf was **not** certified.

(b) that had the proposed class action been certified, each Player would have had the two mutually exclusive choices of:

(i) opting-out of the class action, in which case the Player could sue the Defendants as a self-represented litigant or could sue the Defendants by retaining a lawyer of his own choosing; or

(ii) joining the class action (by not opting out), in which case the Player would have been represented by Koskie Minsky, LLP as Class Counsel.

(c) that since the proposed class action was not certified, the Player now has the three mutually exclusive choices of:

(i) [*insert opt-in date*] (*180 days from the approval of the Section 7 Plan*) electing to sue the Defendants in one or more of 60 actions to be commenced by Koskie Minsky LLP pursuant to court approved Contingent Fee Retainer Agreements and pursuant to a Section 7 Plan;

(ii) suing the Defendants as a self-represented litigant, in which case, the Player should be alert to the resumption of the running of limitation periods on [*insert s.28 termination date*] (365 days *from the approval of the Section 7 Plan*); or

(iii) suing the Defendants by retaining a lawyer, in which case, the Player should be alert to the resumption of the running of limitation periods on [*insert s.28 termination date*] (365 days *from the approval of the Section 7 Plan*).

*4.0 Notice Plan*

4.0.1 Save as otherwise provided, the Notice Plan shall be administered by an administrator to be agreed upon by the parties or as appointed by the Court ("Administrator") whose fees and expenses, including the advertising cost associated with disseminating the Notice set out in section 4.7, shall be paid directly by the Defendants, such fees and expenses not to exceed a sum to be determined by the court before the Notice is disseminated.

4.1 Each of the Defendants shall by [*insert contact information date*] (36 *days from the approval of the Section 7 Plan*) provide the Administrator with a list of every mail addresses, email addresses, and telephone numbers for text messages associated with any Player or Players within their possession, power, or control.

4.2.1 Koskie Minsky LLP shall compile and provide to the Administrator by [*insert contact information date*] (36 *days from the approval of the Section 7 Plan*) a list of the Players' mail addresses, email addresses, and telephone numbers for text messages within its possession, power, or control.

4.2.2 The Player contact information that the Defendants are ordered to provide to the Administrator under section 4.2.1 shall be used by the Administrator solely for the purposes of disseminating direct notice to Players under the *Class Proceedings Act, 1992* in accordance with the Section 7 Plan.

4.3 The Administrator shall by [*insert notice date*] (72 *days from the approval of the Section 7 Plan*) disseminate by mail, email, and text messages the Short Form Notice attached as Schedule “II,” for mail and email, and, for text messages, the Digital Notice attached as Schedule "III," in English and in French.

4.4. Koskie Minsky LLP shall post on its webpage and each of the teams, WHL, OHL, QMJHL and the CHL shall post on their respective webpages, if any, the Short Form Notice set out in Schedule “II” in English and in French by [*insert notice date*] (*45 days from the approval of the Section 7 Plan*).

4.5 Koskie Minsky LLP shall by [*insert notice date*] (72 *days from the approval of the Section 7 Plan*) arrange for the issuance of the Press Release set out in Schedule “IV” in English and in French through Canada Newswire and United States Newswire.

4.6 Each of the teams, WHL, OHL, QMJHL and the CHL shall post on their Facebook, Instagram, and Twitter/X account, if any, in the language most commonly used on that account, in both text and image formats, the Digital Notice, attached as Schedule "III", including a hyperlink, where possible, at least four times, no less than 14 days apart, prior to the opt-in date.

4.7 The Administrator shall arrange for the distribution of the Digital Notice attached as Schedule "III" through internet banner notices on Google Display Network, Facebook, You Tube, Instagram, and Twitter/X.

*5.0 Opt-In Procedure*

5.1 If a Player chooses to participate in this Section 7 Plan, he must, by the opt-in date, being [*insert opt-in date*] (270 *days from the approval of the Section 7 Plan*):

(a) sign the court approved Contingent Fee Retainer Agreement retaining Koskie Minsky LLP as his lawyers for one or more of the 60 actions against the Defendants; and

(b) provide to Koskie Minsky LLP, in writing or otherwise, particulars of his claim, which particulars will remain subject to lawyer and client and litigation privilege.

5.3 A Player may not opt-in after the opt-in date, subject to section 5.6 below.

5.4 The particulars that Koskie Minsky LLP may require a Player to provide in order to be deemed to have opted-in include particulars:

(a) to confirm that the Player is a putative Class Member;

(b) to confirm that the Player was a victim of the “abuse”;

(c) that describe the incident or incidents of the “abuse”, including place(s), time(s), date(s), participant(s); witness(es), event(s), *etc*.;

(d) that describe the personal physical and mental harm suffered as a result of the “abuse”;

(e) that specify the relief that he would be seeking as a co-plaintiff in one or more of the 60 actions against the Defendants;

(f) that describe the monetary or financial harm he suffered as a result of the “abuse”, and

(g) to provide such further and other information as required by Koskie Minsky LLP to join the Player as a co-plaintiff in one or more of the 60 actions against the Defendants.

5.5 If the Player chooses to retain Koskie Minsky LLP to sue the Defendants, he agrees by the opt-in date to attend an intake interview with Koskie Minsky LLP, which interview may be conducted in person or remotely by video or telephone conference.

5.6. Players who seek to opt-in to this plan after the opt-in date, but before the commencement of actions, may participate in the plan at the discretion of Koskie Minsky LLP, provided that the requirements in Part 7 of this plan can be met for that player.

*6.0 Commencement of the Running of Limitation Periods*

6.1 The dismissal of the Certification Motion shall come into effect upon the approval of the Section 7 Plan. If no party appeals from the order approving this Section 7 Plan, the plaintiffs shall forthwith after the expiry of the deadline for appealing that order, abandon their appeal of the Certification Motion and the *Ragoonanan* Motion decisions.

6.2 The dismissal of the action as against the *Ragoonanan* Defendants shall come into effect 365 days after the approval of the Section 7 Plan. On that date, all limitation periods suspended by the commencement of the proposed class action in relation to the Ragoonanan Defendants will resume running.

6.3 This proceeding (as identified in section 1.1 above) under the *Class Proceeding Act, 1992* shall be dismissed, without requiring any further step by the parties, effective as of the day after the deadline for commencing actions under this Section 7 Plan (being 365 days after the approval of the Section 7 Plan under section 7.1 below).

*7.0 Commencement of Actions*

7.1 By [*insert commencement* date] (*365 days after the approval of the Section 7 Plan*), Koskie Minsky LLP shall commence in the Ontario Superior Court of Justice in Toronto, up to 60 actions, each against the current owner or owners of one of the teams of the WHL, OHL, QMJHL, and one of the WHL, OHL, and QMJHL, and the CHL as co-defendants ("the Actions" and each individually an “Action”).

7.2 The Statements of Claim shall name Toronto as the place of trial without prejudice to the court upon motion of any party changing the venue to another place of trial in Ontario. No party shall bring a motion for a change of venue for any Action prior to that Action being ready to be set down for trial pursuant to Rule 48 of the *Rules of Civil Procedure*.

7.3 The Actions shall be commenced for the putative Class Members who have retained Koskie Minsky LLP pursuant to the court approved Contingency Fee Retainer Agreements.

7.4 The Actions shall each by governed by the *Rules of Civil Procedure* and the Section 7 Plan.

7.5 The Actions shall be commenced by Statement of Claim. The Statement of Claims shall attach as schedules the individual claims of each Player joined as a co-Plaintiff.

7.6 The Players are *dominus litus* and the Statements of Claim and the attached schedules may be pled in accordance with the privileged instructions of the Players as to the material facts and there is no obligation on the Players to disclose witnesses or participants in the events described although they are at liberty to do so.

7.7. Without leave of the court, in the Statements of Claims, the Players may plead only the causes of action that were pleaded for the Certification Motion save and except the cause of action for breach of fiduciary duty.

7.8 The Statements of Claim in the Actions shall be sealed in the court’s file.

7.9 Koskie Minsky LLP shall file in the open court file copies of the Statement of Claim substituting pseudonyms for the Players in the style of cause and in the schedules attached to the Statement of Claim (the "Anonymized Claims"). Koskie Minsky LLP shall be permitted to redact any personally identifying information in the Anonymized Claims only, to preserve the Players' anonymity.

7.10 The lawyers who appeared at the Certification Motion as counsel for the Defendants shall admit service of the Statements of Claim, which shall be served along with a Specialized Rule 49 Offer for each Player.

7.11 The Defendants may not at any stage in the Actions challenge the jurisdiction of the Ontario court on the grounds of absence of jurisdiction *simpliciter*.

7.12 The Defendants may not at any stage in the Actions challenge the jurisdiction of the Ontario court on the grounds of *forum non conveniens*.

7.13 The Defendants may not at any stage in the Actions challenge the joinder of plaintiffs to the Actions, the joinder of defendants, or the joinder of causes of action. Nothing in this section prevents any party from bringing severance motions after the Actions are assigned to a judge for multilateral case management.

7.14 The Defendants may not at any stage in the Actions bring any motions for particulars or to challenge the Statements of Claims or the attached schedules for pleading irregularities.

7.15 No party may bring any preliminary, interim, or interlocutory motion in any of the Actions until the pleadings are closed in that Action.

7.16 Notwithstanding section 7.15, any party may bring a motion for a confidentiality or sealing order pursuant to the *Rules of Civil Procedure*.

*8.0 Statements of Defence and Third Party Claims*

8.1 Using the pseudonyms style of cause, the Defendants shall deliver their respective Statements of Defence and any Third Party Claims within thirty days of service of the Statements of Claim or as the parties may otherwise agree or the court may order. The service, filing, and sealing of Statements of Defence and Third Party Claims shall be handled in the same manner as Statements of Claim.

8.2 The version of the Statements of Defence and Third Party Claims filed with the Court will be anonymized in accordance with section 7.9.

8.3 In as much as a plaintiff or plaintiffs are not to be prejudiced or unnecessarily delayed by reason of a third-party claim, the Court directs pursuant to Rule 29.09 that: (a) a third party may not deliver a defence to the main action pursuant to Rule 29.05 and (b) unless the parties agree otherwise, any third party claim is stayed until after the completion of all Actions.

*9.0 Case Management*

9.1 After the close of pleadings, the Actions shall be case managed by a single judge appointed by the Regional Senior Judge in Toronto.

*10.0 Privacy, Confidentiality, Privilege, and Disclosure of Information*

10.1 Nothing in this plan abrogates the normal rules of privilege including lawyer and client privilege, litigation privilege, and settlement privilege.

10.2 It is a principle of the Section 7 Plan that as between the parties there shall be full disclosure of relevant information in accordance with the *Rules of Civil Procedure* and that the open court

principle applies to hearings in open court at which time subject to confidentiality or privacy orders to the contrary, the sealed pleadings will be unsealed.

10.3 After the close of pleadings, the parties may apply for confidentiality and privacy orders pursuant to the *Rules of Civil Procedure* as they may be advised.

*11.0 Affidavits of Documents*

11.1 Within 60 days after the close of pleadings, each Player shall serve his Affidavit of Documents and the documents referenced therein unless his claim has settled pursuant to the Specialized Rule 49 Offer or otherwise.

11.2 Within 60 days after the close of pleadings, each co-Defendant shall serve its Affidavit of Documents and the documents referenced therein.

11.3 The parties' respective Affidavits of Documents shall not be filed in the court file.

*12.0 Examinations for Discovery*

12.1 Subject to the provisions of this section of the Section 7 Plan, the parties shall settle a Discovery Plan in accordance with the *Rules of Civil Procedure.*

12.2 The evidentiary record from the Certification Motion, the Jurisdiction Motion, and the Ragoonanan Motion shall be deemed to be examinations for discovery in all of the Actions, as a supplement to the ordinary discovery process under the *Rules of Civil Procedure* in the Actions.

12.3 The deemed undertaking rule and the common law implied undertaking rule shall not apply as between all of the Actions.

*13.0 Specialized Rule 49 Offers*

13.1 Koskie Minsky LLP shall deliver with the Statements of Claim in the Actions a Specialized Rule 49 Offer to reflect the exigencies of the particular Action.

13.2 In any event, the Specialized Rule 49 Offers will augment the schedules to the Statements of Claim with a list of documents or affidavits that support and quantify the Players' claims.

*14.0 Bellwether Trial*

14.1 A bellwether trial or trials will be an important ingredient in the effective and efficient resolution of the Actions.

14.2 As soon as possible after the commencement of the Actions, the parties, with the assistance of the case management judge, will select an Action or Actions to proceed on an expedited basis to a bellwether trial or trials to provide judicial guidance on key issues that may include:

a) The existence, and extent, of the CHL, Member League and Teams' duty of care to former players;

b) The standard of care and its evolution over time;

c) The vicarious liability of the CHL, Member Leagues and Teams for the abuse; and

d) The apportionment of damages, to the extent that the Defendants claim over.

14.3 The bellwether trial or trials will proceed on an expedited time frame, to be determined in case management.

***Schedule "I" – Koskie Minsky LLP, Contingency Fee Retainer Agreement [to be drafted]***

**CHL ABUSE LITIGATION CONTINGENCY FEE RETAINER AGREEMENT**
**(the "Agreement")**
**(effective as of** Date of Intake Meeting**)**

B E T W E E N :

CLIENT NAME
**(the "Client" or "You")**
- and -

**KOSKIE MINSKY LLP**
**("Counsel")**

## RECITALS

Daniel Carcillo, Garrett Taylor, and Stephen Quirk commenced a class action lawsuit on behalf of all former and current players who were abused while playing in the Canadian Hockey League ("**CHL**") and one or more of the Ontario Hockey League ("**OHL**"), Western Hockey League ("**WHL**") or Quebec Major Junior Hockey League ("**QMJHL**") between May 8, 1975 and the present. Abuse was defined to mean,

> 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 CHL, OHL, WHL and QMJHL (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.

The Ontario Superior Court of Justice (the "**Ontario Court**") dismissed a motion for certification of a class action, while permitting Messrs. Carcillo, Taylor, and Quirk to bring a motion for an Individual Issues Protocol against the CHL, OHL, WHL, QMJHL and their Teams.

On September ●, 2023, the Court made an order pursuant to section 7 of the *Class Proceedings Act, 1992*, S.O. 1992, c. 6 to transition the class action lawsuit into up to 60 lawsuits to be started in the Ontario Court against the CHL, WHL, OHL, the teams, and their owners (the "**Section 7 Plan**").

Counsel have only been retained to act on your behalf to pursue your claim for "Abuse" suffered during their time playing in the CHL, OHL, WHL or QMJHL through the Section 7 Plan (the "**Claim**").

You understand and acknowledge that your Claim will be prosecuted together with other similar Claims.

Counsel will be paid fees only in the event of "**Success**", which is defined as an award or other payment your favour or a settlement that benefits you. Counsel will also receive costs recovered in while prosecuting the Client's Claim. A settlement is an agreement between the parties to a lawsuit which sets out how they will resolve the Claim. If the Claim is settled, it will not go to trial. Your agreement with us in respect of Counsel fees and disbursements is set out below.

You acknowledge and agree that Counsel's fees and disbursements owing under the Agreement are a first charge on any "**Recovery**", which refers to any amount actually recovered from the Defendants in respect of the subject matter of your Claim, whether by award, judgement, order, settlement or otherwise, including any punitive damages and pre- and post-judgement interest, and including any amounts awarded or paid in any assessment of damages or other process ordered by a court, and including any amount separately identified or specified as costs.

**DEFINITIONS**

1. The following terms shall have the meaning set out below:

(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 the CHL, OHL, WHL, and QMJHL;

(f) "**Member Leagues**" means the OHL League, the WHL League, and the QMJHL League;

(g) "**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;

(h) "**Leagues**" means the CHL League and the Member Leagues;

(i) "**Team(s)**" means each and all the following hockey clubs, including each and all the clubs' owners and operators, all of whom are named as Defendants in this Action:

(j) "**Defendants**" means the defendant corporations, the CHL, the OHL, the WHL, the QMJHL, and the defendant corporations that own and operate the Teams;

(k) "**Abuse**" means, among other things, 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;

(l) "**Court**" means the Ontario Superior Court of Justice.

**THE PARTIES AGREE AS FOLLOWS:**

**BEFORE YOU SIGN**

2. You acknowledge you have been provided a copy of ***Contingency Fees: What you need to know,*** that you have reviewed it, and that you have had an opportunity to ask any questions arising from the guide prior to executing this Agreement.

**RECITALS & SCHEDULES FORM PART OF THE AGREEMENT**

3. The recitals above and the schedules to the Agreement are incorporated into and form an integral part of the Agreement.

**EFFECTIVE DATE**

4. The Agreement shall be effective as of the date of the first meeting with Counsel, notwithstanding the date of its execution.

**RETAINER**

5. You have retained and authorized Counsel act as your lawyers in pursuing your Claim through the Section 7 Plan against the CHL, the Member League(s) in which you played, and any Team(s) that you played on. This may include:

(a) determining which process, if any, is appropriate for your Claim;

(b) determining which of the Defendants, or other parties, would be appropriately named in your Claim;

(c) determining whether it would be appropriate to sue as Defendants any individual players, coaches, general managers, or other team officials;

(d) taking all steps to advance your Claim that Counsel, in their sole discretion, consider necessary, subject to your instructions;

(e) using such persons and resources from our law firm that Counsel, in their sole discretion, consider necessary, and the services of such persons shall be deemed to be provided by Counsel;

(f) bringing and defending such motions Counsel, in their sole discretion, determine to be appropriate, subject to your instructions;

(g) prosecuting the hearing or trial of your Claim if one is necessary, subject to your instructions;

(h) the assessment of and recovery of damages;

(i) consulting, retaining, and engaging all experts, consultants and other persons including other law firms that Counsel, in their sole discretion, consider necessary, subject to your instructions; and

(j) defending or bringing any appeal that Counsel, in their sole discretion, determine to be appropriate, subject to your instructions.

6. You acknowledge that Counsel will not be providing any tax advice whatsoever, and that you are responsible to take whatever steps are appropriate to address the tax consequences of any Claim and/or Recovery.

**NEGOTIATIONS**

7. You authorize Counsel, in their sole discretion, to negotiate with those Defendants who are named in your Claim to reach a settlement. You understand that Counsel may negotiate a settlement of your Claim along with the Claims of other similarly situated claimants.

8. If Counsel recommends that you accept a settlement offer from the Defendants who are named in your Claim, and you decline to accept that offer, you understand that Counsel may not be able to continue to represent you. Whether Counsel may continue to represent you depends on the reason for your refusal.

**USUAL HOURLY RATES**

9. The "**Usual Hourly Rates**" of some, but not all, of the members of our firm who will provide professional services in relation to the Claim are set out in **Schedule "A"** to the Agreement. The Usual Hourly Rates are the standard hourly fees that Counsel usually charges for legal services.

10. You understand that the Usual Hourly Rates are their standard rates and are subject to change on an annual basis.

11. You understand that Counsel and all other persons providing professional services to you may, from time to time, increase their Usual Hourly Rates for purposes of this Agreement if done in the usual and ordinary course of businesses, and without further notice to you.

**COSTS AWARDS AND FUNDING**

12. Counsel shall retain all costs recovered from the Defendant in prosecuting your Claim, including any awards in respect of disbursements and taxes, and any other amount paid by the

Defendant as costs. You authorize Counsel, in their sole discretion, to settle the amount of costs awarded on any motion and in the Claim without further instructions from you.

13. You confirm that you understand that the losing party at any step of a legal proceeding is generally required to pay the winning party a portion of the winning party's costs, including legal fees, any disbursements, and applicable taxes. **You acknowledge that Counsel are not providing an indemnity for costs, and that you will be responsible for paying any award of costs against you**.

14. Counsel may pay the disbursements that they, in their sole discretion, consider necessary. You acknowledge that Counsel will be reimbursed for those disbursements which will be in addition to any fees payable to Counsel as set out below.

**COUNSEL'S FEES AND COSTS**

15. Except for any amounts paid to Counsel as provided in paragraph 13, above, Counsel shall be paid fees upon achieving Success on your Claim. Counsel's fees shall be paid by a lump sum payment to the extent possible, or, if a lump sum payment is not possible, by periodic payments out of the proceeds of any judgement, order or settlement awarding or providing monetary relief, damages, interest, or costs to you.

16. In the event of Success Counsel shall be paid a "**Contingency Fee**" of 33%. Any costs that are payable shall also be subject to a Contingency Fee of 33%.

17. You direct that all amounts due and payable by the Defendant to you shall be paid to Counsel, in trust, and that contemporaneously with signing the Agreement, you will sign the irrevocable Authorization and Direction in the form attached as **Schedule "B"**.

18. After paying Counsel's Contingency Fee, as described in paragraph 19, above, together with any costs award against you, as described in paragraph 13, above, and any disbursements, as described in paragraph 23, below, the balance of the Recovery on your Claim will be paid to you, unless a court directs otherwise, in which case such funds will be paid in accordance with the court's direction.

**DISBURSEMENTS**

19. From any Recovery, you shall repay all disbursements that Counsel reasonably incur in relation to your Claim.

20. Recoverable disbursements include all amounts reasonably incurred in connection with the Claim, any motions or applications, the settlement of the Claim, the assessment of damages, or any appeals relating to or arising out of the Claim (including but not limited to expenses incurred for investigation, court fees, travel, lodging, long distance or collect telephone calls, case law database access, courier, postage, photocopier, imaging, and all services provided to Counsel by consultants, experts, counsel, and agents retained by or at the direction of Counsel).

**TERMINATION OF AGREEMENT**

21. Counsel may terminate their representation of you by giving you notice in writing if:

(a) there is a breakdown of trust and confidence;

(b) if Counsel are unable to obtain instructions from you;

(c) if Counsel determine that there is no reasonable prospect of success on your Claim and you refuse to abandon the Claim or settle the Claim on a with or without costs basis;

(d) if Counsel determine that the cost of prosecuting your Claim exceeds the expected Recovery and you refuse to abandon the Claim or settle the Claim on a with or without costs basis; or

(e) if Counsel are required to withdraw from representing you to comply with our professional ethics.

22. In any of these circumstances, Counsel retain the right to continue to act for all other similarly situated claimants through the Section 7 Plan, and you agree that no conflict shall arise. If you cause, or are otherwise responsible for, circumstances that require Counsel to terminate their representation of you, then you shall repay any disbursements. You will pay Counsel's fees in accordance with paragraph 24, below, as though you had terminated our representation.

23. You may terminate Counsel's representation at any time by providing notice to Counsel in writing. You acknowledge that Counsel have expended and will continue to expend significant time and incur significant financial risk in prosecuting your Claim. You understand that retaining Counsel is a precondition to participating in the Section 7 Plan, and that you may no longer be a part of the Section 7 Plan if Counsel's representation is terminated.

24. If you terminate Counsel's representation, whether you engage other lawyers to prosecute your Claim, and you realize Success, then you shall be responsible for paying the following:

(a) if Success had not already been substantially achieved at the time of termination, and you do not achieve Success within 12 months of termination, the lesser of:

(i) the legal fees and disbursements that Counsel have incurred to prosecute your Claim up to the time that you terminate Counsel’s retainer, using the Usual Hourly Rates; and

(ii) Counsel’s Contingency Fee; and

(b) if Success had already been substantially achieved at the time of termination, or if Success is achieved within 12 months of termination, Counsel’s Contingency Fee.

25. Counsel’s fees shall constitute a first charge on your Claim.

**CONFIDENTIALITY**

26. Communications between you and Counsel, whether written or verbal, relating to your Claim and the Claims of other claimants are privileged **but that such privilege may be lost if you were to disclose such information to third persons.**

27. You understand that you share a common interest with the other Claimants, and that you wish to cooperate and coordinate their Claims to maximize the value of each such Claim. You agree to protect the confidentiality of privileged information and not to disclose such information to any third person, other than Counsel and other Claimants. You agree that any privilege will not be lost by communicating privileged information about one you to other Claimants in the service of the Claimants' common interest.

28. You agree that Counsel's files and documents compiled in connection with their investigation and prosecution of this matter constitute the work product and property of Counsel.

**ENGAGEMENT OF CO-COUNSEL**

29. You understand that it may not be possible for one law firm to litigate all of the Claims captured by the Section 7 Plan. Counsel may, in their sole discretion, recommend that another law firm be engaged to assist with the Claims. You authorize Counsel's, in their sole discretion, to approach other lawyers or law firms to assist with prosecuting your Claim or the Claims of other players ("**Co-Counsel**").

30. If Counsel recommend that you accept representation from Co-Counsel, and you refuse to be represented by Co-Counsel, you understand that Counsel may not be able to continue representing you.

**AN EXAMPLE OF THE OPERATION OF THE AGREEMENT**

31. You and Counsel acknowledge that it is difficult to estimate the amount of money, if any, that will be paid as a Contingency Fee, given that this amount will depend on the amount of the Recovery, if any, which is uncertain. An example of how the Agreement operates is set out in **Schedule "C"** to the Agreement.

**IDENTIFICATION OF POTENTIAL CONFLICTS**

32. Counsel have conducted a review of records and confirm that they have not identified a mandate for another client in any matter that would create a substantial risk that Counsel's representation of you in prosecuting your Claim would be materially and adversely affected (a "**Conflicting Interest**").

33. Counsel do not normally consider themselves to have a Conflicting Interest because they represent another client who is a business or other competitor, employer, customer or supplier of yours or other Claimants; or another client who is asserting through Counsel's legal positions or arguments that may be inconsistent with those you or other Claimants are asserting or may wish

to assert; or another client who is adverse in interest in another matter to the Client or other Claimants.

**REPRESENTATION OF OTHER CLIENTS**

34. While Counsel represents you, Counsel will not act for another client in a matter which creates a Conflicting Interest unless you consent.

35. Counsel's acceptance of this matter is on the basis that you consent to Counsel's representation of other clients in other matters that are adverse to your or other Claimants' interests, including their interest in their Claims, provided that

(a) the other matter is not the same as the Client's Claim; and

(b) Counsel protects your relevant confidential information.

36. You consent to Counsel's representation of the Defendant and its related entities on other matters, including matters that are adverse you or other Claimants, provided that the other matter is unrelated to your Claim.

37. You acknowledge that the timely establishment of a conflict screen will be sufficient protection of the confidentiality of such information so that Counsel may represent another client in such other matter.

38. For the sake of greater certainty, you consent to Counsel's representing you and the other Claimants in respect of the Claims while representing another client adverse to you or the other Claimants in a different matter.

39. When you are no longer Counsel's client, under applicable professional rules, Counsel's may represent another client in any matter that is adverse to your interests, provided that:

(a) the other matter is not the same as the matter in which Counsel previously represented you; and

(b) Counsel protects your relevant confidential information.

40. You acknowledge that the timely establishment of a conflict screen will be sufficient protection of the confidentiality of your information so that Counsel may represent another client in such other matters.

41. You understand that Counsel is relying on the consents described above in agreeing to represent you and the other Claimants in this matter and that Counsel will not be seeking any further consent from you or the other Claimants or consulting with you or the other Claimants before advising, acting for or representing another client with interests adverse to you or the other

Claimants. Counsel recommends that you seek advice from independent legal counsel if you have any questions concerning the implications of providing this consent.

**COMMUNICATIONS**

42. During this matter, Counsel may exchange electronic versions of documents and e-mails with you and other Claimants using commercially available software.

43. Unfortunately, the available technology is vulnerable to attack by viruses and other destructive electronic programs. As a result, while Counsel have sought to take countermeasures, Counsel's systems may occasionally reject a communication that you or other Claimants send to us, or Counsel may send you or the other Claimants something that is rejected by their systems.

44. Counsel cannot guarantee that all communications and documents will always be received, or that such communications and documents will always be virus free, and Counsel make no warranty with respect to any electronic communications. In addition, Counsel make no warranty with respect to the security of any electronic communication and you consent to the exchange of electronic communications, including confidential documents, unencrypted.

45. Counsel will communicate directly with you to obtain your instructions to pursue a particular Claim, to accept a settlement of your Claim, abandon your Claim, or to consent to a dismissal of your Claim with or without costs. Counsel will take instructions from any person having apparent authority to direct your affairs.

46. You acknowledge that the Agreement authorizes Counsel to take whatever steps are necessary to prosecute your Claim to judgement or an order, including the prosecution or defence of an appeal in the even that Counsel cannot reach you and that failing to act would jeopardize your Claim.

47. Counsel shall report on what they, in their sole discretion, determine to be important developments in the prosecution of your Claim.

**NO GUARANTEE**

48. Counsel will endeavour to represent your interests and the other Claimants' interests to the best of their ability. However, Counsel make no guarantees of any specific outcome or results. All legal opinions and advice provided to you or other Claimants reflect Counsel's judgement as lawyers based on the law as it stands, and the facts available to Counsel at the time the opinion or advice is provided.

**AGREEMENT BINDING**

49. The Agreement shall bind you, as well as your successors, administrators, and assigns.

50. Counsel are acting on your behalf – but not any officers, directors, employees, subsidiaries, or affiliates of yours, unless specifically retained for that purpose.

**AMENDMENTS AND ENTIRE AGREEMENT**

51. It is agreed that there is no oral representation, warranty, collateral agreement, or condition that affects the Agreement. Amendments to the Agreement must be made in writing and duly executed by the parties.

**GOVERNING LAW**

52. The Agreement and our engagement in this matter are governed by the laws of the Province of Ontario and the federal laws of Canada.

**COUNTERPARTS**

53. The Agreement may be executed by you and Counsel in separate counterparts, with signatures by facsimile or electronic means being acceptable, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

**INDEPENDENT LEGAL ADVICE**

54. You acknowledge that before signing the Agreement you were advised of the prudence of obtaining independent legal advice with respect to the meaning, effect, and advisability of the Agreement, and you either did obtain such advice or freely waived the opportunity to obtain such advice.

**DATED** this day of , 2023.

| | | | | |
|---|---|---|---|---|
| (Witness) | | | Client Name | |
| Date: | | | | |
| | | | **Koskie Minsky LLP**<br>**Per:** | |
| (Witness) | | | | |
| Date: | | | | |

**Schedule A**

| **Personnel** | **Usual Hourly Rate as of January 1, 2023** |
|---|---|
| James Sayce | $● |
| Vlad Calina | $● |
| Caitlin Leach | $● |
| **[NTD: Insert]** | $● |

**Schedule B**

**AUTHORIZATION AND DIRECTION**

TO: WHOM IT MAY CONCERN

RE: Canadian Hockey League Litigation

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The undersigned hereby authorizes and directs you to pay all monies with respect to the above matter, including any interlocutory orders relating to costs and disbursements, to my solicitors**, Koskie Minsky LLP,** and this shall be your good and sufficient authority for so doing.

**DATED** this day of , 2023

(Witness) Client Name

**Schedule C – How the Contingency Fee Operates**

| **One Example (note: these are illustrations only)** | **Amounts** |
|---|---|
| Approximate aggregate damages award, net of fees and disbursements | $● |
| Example # of Claimants | $● |
| Client's aggregate damages | $● |
| Example Recovery | $● |
| Example costs award in favour of the Client | $● |
| Example disbursement award in favour of the Client | $● |
| Example disbursements incurred by Counsel | $● |

**In the above example, what would be the amount of Counsel's fee?**

1. Counsel are entitled to be paid the Contingency Fee of up to 33% of the additional money received, plus HST, as approved by the Court. Additionally, Counsel's disbursements would be repaid. In total, Counsel would receive $●, inclusive of HST, plus $● in disbursements.

**In the above example, what amount would be paid to you?**

2. Your recovery would be $●, based on $● as a disbursement award, less $● paid to Counsel and the return of $● in disbursements, which leaves $●.

## Schedule D – Your Agreement Summary

**Your Agreement Summary**

**Koskie Minsky LLP**
**20 Queen St. West**
**Suite 900**
**Toronto, ON M5H 3R3**
**1-866-777-6343**

**Client:** Client Name

| | |
|---|---|
| Legal services covered | You retain Counsel on a contingency fee basis to take all steps necessary to prosecute a claim for compensation.<br>You retain Counsel to represent you:<br>• through to settlement;<br>• through to the end of your hearing; and/or<br>• through an appeal if you lose your case and decide to appeal.<br>You have the right to make all critical decisions about how your case is conducted subject to the terms of the retainer agreement. |
| Disbursements | Counsel may have to pay for items and services from third parties, including taxes. These payments are considered disbursements because Counsel paid for them on your behalf (for example, court filing fees and fees for expert witnesses). |

| | |
|---|---|
| | Internal firm costs are not generally chargeable as disbursements. For example, disbursements do not include the cost of other lawyers, paralegals, law clerks and administrative assistants, or any overtime.<br><br>However, expenses approved by a court or tribunal or authorized by a regulation known as “Tariff A” are also considered disbursements, even if they are internal firm costs (Tariff A is part of the Rules of Civil Procedure).<br><br>You will only have to pay for disbursements if you win your case or receive a settlement. |
| Contingency fee | Counsel are entitled to be paid the Contingency Fee of up to 33% of the additional money received, plus HST, disbursements as outlined above. |
| If interim costs are awarded | Depending on the route for your Claim, Counsel will receive costs on top of any fees payable or Counsel will reduce fees by amounts that Counsel already received in costs. |

***Schedule "II" – Short Form Notice***

# DID YOU PLAY MAJOR JUNIOR HOCKEY IN THE ONTARIO HOCKEY LEAGUE, THE WESTERN HOCKEY LEAGUE, OR THE QUEBEC MAJOR JUNIOR HOCKEY LEAGUE?

## If you were abused while playing Major Junior Hockey, you can claim compensation.

Since 1975, hockey players may have experienced bullying, hazing and abuse while playing on teams in the Canadian Hockey League, which includes the OHL, the WHL, and the QMJHL. The court has created an opt-in process for legal claims to allow these players to seek compensation. If you want to be part of this process, you must opt-in by [DATE].

### Am I eligible to make a claim?

You are eligible to make a claim if:

(1) `You played for, including participating in training or tryouts for, a team in the CHL, including any team in the OHL, WHL, or QMJHL, at any time since 1975; and

(2) You experienced bullying, hazing or abuse while playing in the CHL.

If you are eligible, you can opt-in to the process to make a legal claim to seek compensation for the abuse that you experienced. If successful, you will receive money to compensate you for the harms that you suffered because of that abuse.

### How do I make a claim?

This is an opt-in claims process. To start a legal claim using this process, you must contact Koskie Minsky LLP by [DATE].

Email: [email address]
Call: ##################

### How will my claim be determined?

If you choose to take part in this opt-in process for legal claims, your claim will be determined as part of a "joinder action" alongside the claims of other people who played for the same team. This means that Koskie Minsky LLP would start an action on your behalf, and on behalf of others who played for the same team as you.

The action that you are part of will be against the team that you played for, the regional league you played in (either the Ontario Hockey League, the Western Hockey League, or the Quebec

Major Hockey League), and the Canadian Hockey League. The action will be brought and determined in the Ontario Superior Court of Justice.

**Who will represent me?**

If you participate in this process, you will be represented by the law firm Koskie Minsky LLP.

If you do not wish to be represented by Koskie Minsky LLP, you can still bring a lawsuit in relation to the abuse that you experienced in the CHL, either by retaining another lawyer or by representing yourself, but you cannot do so as part of this opt-in process for legal claims.

**Is this a class action?**

This is not a class action. In 2020, a proposed class action was started by Daniel Carcillo, Garrett Taylor and Stephen Quirk on behalf of players but it was not certified as a class action by the Ontario Superior Court of Justice. This opt-in process for legal claims is taking place instead of a class action. In a class action, you are part of the lawsuit unless you opt-out by choosing not to participate. In this plan, you must opt-in to participate.

**What happens if I don't take part in this claims plan?**

If you do not take part in this process, you can still bring a separate lawsuit in relation to the abuse that you experienced while playing for a team in the CHL.

However, you should be aware that a limitation period may apply to your claim. A limitation period is the length of time that you can bring a lawsuit for after the events that the lawsuit is about took place. There may be a limitation period applicable to your claim. When Koskie Minsky LLP started the proposed class action, the limitation period was suspended, or paused. The limitation period will resume running on [DATE].

If you wish to start a legal action in relation to your experiences in the CHL outside of this plan, you should seek legal advice on the limitation period prior to [DATE]. Koskie Minsky LLP cannot assist you in bringing a claim outside of this plan.

**For more information visit:** https://kmlaw.ca/chl

***Schedule "III" –Digital Notice***

Did you play Major Junior Hockey in the OHL, the WHL, or the QMJHL at any time since 1975? If you suffered abuse or hazing in Major Junior Hockey, you can take part in an opt-in process to seek compensation. Visit https://kmlaw.ca/chl to learn more and make a claim."

***Schedule "IV" – Press Release***

**KOSKIE MINSKY LLP ANNOUNCES CLAIMS PLAN FOR PLAYERS ABUSED WHILE PLAYING MAJOR JUNIOR HOCKEY IN THE CHL**

TORONTO: Koskie Minsky LLP announces that the Ontario Superior Court of Justice has created an opt-in process for legal claims for individuals who suffered hazing or abuse while playing Major Junior Hockey in the Canadian Hockey League (which includes the Ontario Hockey League, the Western Hockey League, and the Quebec Major Junior Hockey League).

Under the opt-in process for legal claims, actions will be brought in the Ontario Superior Court of Justice on behalf of groups of players that played for the same team. Koskie Minsky LLP will be counsel on each action.

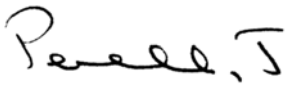
To take part in the opt-in process for legal claims, former players should contact Koskie Minsky LLP as soon as possible, and no later than [opt-in date]. Players that contact Koskie Minsky LLP after [opt-in date] will not be able to participate in the opt-in process for legal claims.

Anyone with questions should contact Koskie Minsky LLP by phone (####), email (XXXXX@kmlaw.ca), or postal mail (900-20 Queen Street West, Toronto, ON, M5H 3R3). The opt-in process for legal claims was approved under Ontario Superior Court of Justice Court File No. CV-20-00642705-00CP.

Additional information is available online at www.kmlaw.ca/chl
Contact: Koskie Minsky LLP
XXXXXX@kmlaw.ca

### #### #####

[12] As noted above, the form of the Order shall be settled on October 30, 2023.



Perell, J.

Released: October 13, 2023

**CITATION:** Carcillo v. Canadian Hockey League, 2023 ONSC 5798
**COURT FILE NO.:** CV-20-00642705-00CP
**DATE:** 20231013

**ONTARIO**
**SUPERIOR COURT OF JUSTICE**

**BETWEEN:**

**DANIEL CARCILLO and GARRETT TAYLOR**

Plaintiffs

- and -

**CANADIAN HOCKEY LEAGUE *et al***

Defendants

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**REASONS FOR DECISION**

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PERELL J.

**Released:** October 13, 2023

# PIÈCE PA-6(E)

Court File No. CV-20-00642705-00CP

**ONTARIO**
**SUPERIOR COURT OF JUSTICE**

| | | |
|---|---|---|
| **THE HONOURABLE** | ) | MONDAY, THE 30TH DAY |
| **JUSTICE PERELL** | ) | |
| | ) | OF OCTOBER, 2023 |

B E T W E E N:

DANIEL CARCILLO, GARRETT TAYLOR, and STEPHEN QUIRK

Plaintiffs

- and -

ONTARIO MAJOR JUNIOR HOCKEY LEAGUE, CANADIAN HOCKEY LEAGUE, WESTERN HOCKEY LEAGUE, QUÉBEC 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 67S 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 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'OCEANIC DE RIMOUSKI INC., LES HUSKIES DE ROUYN-NORANDA INC., 8515182 CANADA INC. c.o.b. 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 SAGUENEENS, 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*

## ORDER

**THIS MOTION**, made by the plaintiffs for approval of a protocol for transitioning this proposed class action into up to 60 individual (discrete/separate) joinder-actions against the

defendants, was heard by videoconference in Toronto, Ontario on August 29, 2023, September 13, 2023, September 27, 2023, and October 13, 2023.

**ON READING** the motion records, factums, books of authorities, and further written submissions of the parties and Hockey Canada, filed, and on hearing the submissions of the lawyers for the parties and Hockey Canada:

1. **THIS COURT ORDERS** that this proceeding is permitted to continue as one or more proceedings pursuant to section 7 of the *Class Proceedings Act, 1992*, in accordance with the Section 7 Plan attached as **Appendix** "**A**", including the notice and dissemination plan set out in the Section 7 Plan and the forms of notice scheduled to the Section 7 Plan.

2. **THIS COURT ORDERS** that the expenses associated with disseminating notice in accordance with the Section 7 Plan shall be paid by the defendants.

3. **THIS COURT ORDERS** that an administrator, who is to be appointed by agreement of the parties or by the Court (the **Administrator**), will perform the functions assigned to the Administrator under the Section 7 Plan.

4. **THIS COURT ORDERS** that the Administrator shall serve and file an affidavit with the Court within 120 days of this Order, or as soon as possible after that date, confirming that the terms of the Section 7 Plan assigned to the Administrator have been fulfilled.

5. **THIS COURT ORDERS** that the defendants shall provide the personal contact information for Players (as defined in Appendix "A") within their possession Koskie Minsky LLP and to the Administrator in the manner specified in the Section 7 Plan, and it directs that (a) Koskie Minsky LLP and the Administrator may use that personal contact information for the

purposes of effecting notice in accordance with the Section 7 Plan and (b) the foregoing does not breach the statutory and common law (or other) privacy rights of the potential plaintiffs.

Perell, J.

**APPENDIX "A"**

*- style of cause –*

**Section 7 Plan**

*1.0 Recitals*

1.1 Pursuant to the *Class Proceedings Act, 1992,* Daniel Carcillo, Garrett Taylor and Stephen Quirk brought a proposed class action (Court File CV-20-642705-00CP) against 60 amateur hockey teams, the Western Hockey League ("WHL"), the Ontario Hockey League ("OHL"), the Québec Major Junior Hockey League ("QMJHL"), and the Canadian Hockey League ("CHL").

1.2 The proposed class action was brought on behalf of the following putative Class Members, hereinafter referred to as "Players":

> 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.

1.3 The proposed class action had a class period commencing on May 8, 1975.

1.4 The Plaintiffs advanced four causes of action against the collective of the WHL, OHL, QMJHL, CHL, and their 60 teams, namely: (a) breach of fiduciary duty; (b) systemic negligence; (c) vicarious liability; and (d) breach of Québec causes of action.

1.5 The fundamental purposes of the Plaintiffs' lawsuit were: (a) behaviour modification; i.e., ending a culture of "abuse"; and (b) access to justice; i.e., imposing a collective liability to pay compensation to the victims of the "abuse."

1.6 The Fresh as Amended Statement of Claim defined the "abuse" as follows:

> "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.

1.7 The Plaintiffs moved for certification of their action as a class action, and the Defendants opposed certification, and brought a Jurisdiction Motion and a Ragoonanan Motion.

1.9 There was a four-day hearing of the Certification Motion, the Jurisdiction Motion, and the Ragoonanan Motion, and the court ruled, among other things, that:

a. The Ontario Superior Court of Justice has jurisdiction *simpliciter* over all of the Defendants; therefore, the Jurisdiction Motion was dismissed.

b. There are no collective causes of action; therefore, the Plaintiffs cannot be Representative Plaintiffs for claims against 55 of the teams of the CHL ("the *Ragoonanan* Defendants"); therefore, the Ragoonanan Motion was granted.

c. The Certification Motion was dismissed because the Plaintiffs did not satisfy all of the certification criteria.

d. The Orders dismissing the Certification Motion and dismissing the action as against the *Ragoonanan* Defendants were suspended pending the determination of a motion for approval of a Notice, a Notice Plan, and a Section 7 Plan.

e. The Plaintiffs brought a motion for approval of the Notice, the Notice Plan, and a Section 7 Plan.

1.10 The purpose of the Section 7 Plan is to transition the proposed class action into up to 60 joinder actions to be commenced in Ontario in the Superior Court of Justice in accordance with section 7.1 below.

*2.0 Approval of Section 7 Plan, the Notice, the Notice Plan, and the Contingency Fee Retainer Agreements.*

2.1 The Court approves this Section 7 Plan, which includes a Notice and a Notice Plan.

2.2 The Court approves the Notices set out in this Section 7 Plan.

2.3 The Court approves the Notice Plan set out in this Section 7 Plan.

2.4 The Court approves the Players' Contingency Fee Retainer Agreement set out in the Section 7 Plan as Schedule "I".

2.5. The Section 7 Plan shall be governed by: (a) the *Class Proceedings Act, 1992*; (b) the *Courts of Justice Act*; (c) the *Rules of Civil Procedure*; and (d) the Superior Court of Justice's inherent, common law, and equity jurisdiction.

2.6. On the motion of a party, the Section 7 Plan, other than 7.11 to 7.15, may be amended by further court order.

*3.0 Notice*

3.1 In accordance with the Notice Plan set out in the Section 7 Plan, the Administrator (defined below) shall distribute to the Players the Short Form Notice set out in Schedule "II" to this Section 7 Plan.

3.1.1 In accordance with the Notice Plan set out in the Section 7 Plan, the Administrator shall distribute the Digital Notice set out in Schedule "III" to this Section 7 Plan.

3.1.2 In accordance with the Notice Plan set out in the Section 7 Plan, Koskie Minsky LLP shall post on its webpage and each of the teams, WHL, OHL, QMJHL and the CHL shall post on their respective webpages, if any, the Short Form Notice set out in Schedule "II" to this Section 7 Plan.

3.2.2 In accordance with the Notice Plan set out in the Section 7 Plan, each of the teams, WHL, OHL, QMJHL, and the CHL shall post on their Facebook, Instagram, and Twitter/X, if any, the Digital Notice set out in Schedule "III" to this Section 7 Plan.

3.3. In accordance with the Notice Plan set out in the Section 7 Plan, Koskie Minsky LLP shall release the Press Release set out in Schedule "IV" to this Section 7 Plan, which Press Release shall contain a link to the Short Form Notice set out in Schedule "II" to this Section 7 Plan.

3.4 In the Notices set out in Schedules II and IV the Players will be notified:

(a) that a proposed class action brought on their behalf was **not** certified.

(b) that had the proposed class action been certified, each Player would have had the two mutually exclusive choices of:

(i) opting-out of the class action, in which case the Player could sue the Defendants as a self-represented litigant or could sue the Defendants by retaining a lawyer of his own choosing; or

(ii) joining the class action (by not opting out), in which case the Player would have been represented by Koskie Minsky, LLP as Class Counsel.

(c) that since the proposed class action was not certified, the Player now has the three mutually exclusive choices of:

(i) [*insert opt-in date*] (*180 days from the approval of the Section 7 Plan*) electing to sue the Defendants in one or more of 60 actions to be commenced by Koskie Minsky LLP pursuant to court approved Contingent Fee Retainer Agreements and pursuant to a Section 7 Plan;

(ii) suing the Defendants as a self-represented litigant, in which case, the Player should be alert to the resumption of the running of limitation periods on [*insert s.28 termination date*] (365 days *from the approval of the Section 7 Plan*); or

(iii) suing the Defendants by retaining a lawyer, in which case, the Player should be alert to the resumption of the running of limitation periods on [*insert s.28 termination date*] (365 days *from the approval of the Section 7 Plan*).

*4.0 Notice Plan*

4.0.1 Save as otherwise provided, the Notice Plan shall be administered by an administrator to be agreed upon by the parties or as appointed by the Court ("Administrator") whose fees and expenses, including the advertising cost associated with disseminating the Notice set out in section 4.7, shall be paid directly by the Defendants, such fees and expenses not to exceed a sum to be determined by the court before the Notice is disseminated.

4.1 Each of the Defendants shall by [*insert contact information date*] (36 *days from the approval of the Section 7 Plan*) provide the Administrator with a list of every mail addresses, email addresses, and telephone numbers for text messages associated with any Player or Players within their possession, power, or control.

4.2.1 Koskie Minsky LLP shall compile and provide to the Administrator by [*insert contact information date*] (36 *days from the approval of the Section 7 Plan*) a list of the Players' mail addresses, email addresses, and telephone numbers for text messages within its possession, power, or control.

4.2.2 The Player contact information that the Defendants are ordered to provide to the Administrator under section 4.2.1 shall be used by the Administrator solely for the purposes of disseminating direct notice to Players under the *Class Proceedings Act, 1992* in accordance with the Section 7 Plan.

4.3 The Administrator shall by [*insert notice date*] (72 *days from the approval of the Section 7 Plan*) disseminate by mail, email, and text messages the Short Form Notice attached as Schedule "II," for mail and email, and, for text messages, the Digital Notice attached as Schedule "III," in English and in French.

4.4. Koskie Minsky LLP shall post on its webpage and each of the teams, WHL, OHL, QMJHL and the CHL shall post on their respective webpages, if any, the Short Form Notice set out in Schedule "II" in English and in French by [*insert notice date*] (*45 days from the approval of the Section 7 Plan*).

4.5 Koskie Minsky LLP shall by [*insert notice date*] (72 *days from the approval of the Section 7 Plan*) arrange for the issuance of the Press Release set out in Schedule "IV" in English and in French through Canada Newswire and United States Newswire.

4.6 Each of the teams, WHL, OHL, QMJHL and the CHL shall post on their Facebook, Instagram, and Twitter/X account, if any, in the language most commonly used on that account, in both text and image formats, the Digital Notice, attached as Schedule "III", including a hyperlink, where possible, at least four times, no less than 14 days apart, prior to the opt-in date.

4.7 The Administrator shall arrange for the distribution of the Digital Notice attached as Schedule "III" through internet banner notices on Google Display Network, Facebook, You Tube, Instagram, and Twitter/X.

*5.0 Opt-In Procedure*

5.1 If a Player chooses to participate in this Section 7 Plan, he must, by the opt-in date, being [*insert opt-in date*] (270 *days from the approval of the Section 7 Plan*):

> (a) sign the court approved Contingent Fee Retainer Agreement retaining Koskie Minsky LLP as his lawyers for one or more of the 60 actions against the Defendants; and
>
> (b) provide to Koskie Minsky LLP, in writing or otherwise, particulars of his claim, which particulars will remain subject to lawyer and client and litigation privilege.

5.3 A Player may not opt-in after the opt-in date, subject to section 5.6 below.

5.4 The particulars that Koskie Minsky LLP may require a Player to provide in order to be deemed to have opted-in include particulars:

(a) to confirm that the Player is a putative Class Member;

(b) to confirm that the Player was a victim of the "abuse";

(c) that describe the incident or incidents of the "abuse", including place(s), time(s), date(s), participant(s); witness(es), event(s), *etc*.;

(d) that describe the personal physical and mental harm suffered as a result of the "abuse";

(e) that specify the relief that he would be seeking as a co-plaintiff in one or more of the 60 actions against the Defendants;

(f) that describe the monetary or financial harm he suffered as a result of the "abuse", and

(g) to provide such further and other information as required by Koskie Minsky LLP to join the Player as a co-plaintiff in one or more of the 60 actions against the Defendants.

5.5 If the Player chooses to retain Koskie Minsky LLP to sue the Defendants, he agrees by the opt-in date to attend an intake interview with Koskie Minsky LLP, which interview may be conducted in person or remotely by video or telephone conference.

5.6. Players who seek to opt-in to this plan after the opt-in date, but before the commencement of actions, may participate in the plan at the discretion of Koskie Minsky LLP, provided that the requirements in Part 7 of this plan can be met for that player.

*6.0 Commencement of the Running of Limitation Periods*

6.1 The dismissal of the Certification Motion shall come into effect upon the approval of the Section 7 Plan. If no party appeals from the order approving this Section 7 Plan, the plaintiffs shall forthwith after the expiry of the deadline for appealing that order, abandon their appeal of the Certification Motion and the *Ragoonanan* Motion decisions.

6.2 The dismissal of the action as against the *Ragoonanan* Defendants shall come into effect 365 days after the approval of the Section 7 Plan. On that date, all

limitation periods suspended by the commencement of the proposed class action in relation to the Ragoonanan Defendants will resume running.

6.3 This proceeding (as identified in section 1.1 above) under the *Class Proceeding Act, 1992* shall be dismissed, without requiring any further step by the parties, effective as of the day after the deadline for commencing actions under this Section 7 Plan (being 365 days after the approval of the Section 7 Plan under section 7.1 below).

*7.0 Commencement of Actions*

7.1 By [*insert commencement* date] (*365 days after the approval of the Section 7 Plan*), Koskie Minsky LLP shall commence in the Ontario Superior Court of Justice in Toronto, up to 60 actions, each against the current owner or owners of one of the teams of the WHL, OHL, QMJHL, and one of the WHL, OHL, and QMJHL, and the CHL as co-defendants ("the Actions" and each individually an "Action").

7.2 The Statements of Claim shall name Toronto as the place of trial without prejudice to the court upon motion of any party changing the venue to another place of trial in Ontario. No party shall bring a motion for a change of venue for any Action prior to that Action being ready to be set down for trial pursuant to Rule 48 of the *Rules of Civil Procedure*.

7.3 The Actions shall be commenced for the putative Class Members who have retained Koskie Minsky LLP pursuant to the court approved Contingency Fee Retainer Agreements.

7.4 The Actions shall each by governed by the *Rules of Civil Procedure* and the Section 7 Plan.

7.5 The Actions shall be commenced by Statement of Claim. The Statement of Claims shall attach as schedules the individual claims of each Player joined as a co-Plaintiff.

7.6 The Players are *dominus litus* and the Statements of Claim and the attached schedules may be pled in accordance with the privileged instructions of the Players as to the material facts and there is no obligation on the Players to disclose witnesses or participants in the events described although they are at liberty to do so.

7.7. Without leave of the court, in the Statements of Claims, the Players may plead only the causes of action that were pleaded for the Certification Motion save and except the cause of action for breach of fiduciary duty.

7.8 The Statements of Claim in the Actions shall be sealed in the court's file.

7.9 Koskie Minsky LLP shall file in the open court file copies of the Statement of Claim substituting pseudonyms for the Players in the style of cause and in the schedules attached to the Statement of Claim (the "Anonymized Claims"). Koskie Minsky LLP shall be permitted to redact any personally identifying information in the Anonymized Claims only, to preserve the Players' anonymity.

7.10 The lawyers who appeared at the Certification Motion as counsel for the Defendants shall admit service of the Statements of Claim, which shall be served along with a Specialized Rule 49 Offer for each Player.

7.11 The Defendants may not at any stage in the Actions challenge the jurisdiction of the Ontario court on the grounds of absence of jurisdiction *simpliciter*.

7.12 The Defendants may not at any stage in the Actions challenge the jurisdiction of the Ontario court on the grounds of *forum non conveniens*.

7.13 The Defendants may not at any stage in the Actions challenge the joinder of plaintiffs to the Actions, the joinder of defendants, or the joinder of causes of action. Nothing in this section prevents any party from bringing severance motions after the Actions are assigned to a judge for multilateral case management.

7.14 The Defendants may not at any stage in the Actions bring any motions for particulars or to challenge the Statements of Claims or the attached schedules for pleading irregularities.

7.15 No party may bring any preliminary, interim, or interlocutory motion in any of the Actions until the pleadings are closed in that Action.

7.16 Notwithstanding section 7.15, any party may bring a motion for a confidentiality or sealing order pursuant to the *Rules of Civil Procedure*.

*8.0 Statements of Defence and Third Party Claims*

8.1 Using the pseudonyms style of cause, the Defendants shall deliver their respective Statements of Defence and any Third Party Claims within thirty days of service of the Statements of Claim or as the parties may otherwise agree or the court may order. The service, filing, and sealing of Statements of Defence and Third Party Claims shall be handled in the same manner as Statements of Claim.

8.2 The version of the Statements of Defence and Third Party Claims filed with the Court will be anonymized in accordance with section 7.9.

8.3 In as much as a plaintiff or plaintiffs are not to be prejudiced or unnecessarily delayed by reason of a third-party claim, the Court directs pursuant to Rule 29.09 that: (a) a third party may not deliver a defence to the main action pursuant to Rule 29.05 and (b) unless the parties agree otherwise, any third party claim is stayed until after the completion of all Actions.

*9.0 Case Management*

9.1 After the close of pleadings, the Actions shall be case managed by a single judge appointed by the Regional Senior Judge in Toronto.

*10.0 Privacy, Confidentiality, Privilege, and Disclosure of Information*

10.1 Nothing in this plan abrogates the normal rules of privilege including lawyer and client privilege, litigation privilege, and settlement privilege.

10.2 It is a principle of the Section 7 Plan that as between the parties there shall be full disclosure of relevant information in accordance with the *Rules of Civil Procedure* and that the open court principle applies to hearings in open court at which time subject to confidentiality or privacy orders to the contrary, the sealed pleadings will be unsealed.

10.3 After the close of pleadings, the parties may apply for confidentiality and privacy orders pursuant to the *Rules of Civil Procedure* as they may be advised.

*11.0 Affidavits of Documents*

11.1 Within 60 days after the close of pleadings, each Player shall serve his Affidavit of Documents and the documents referenced therein unless his claim has settled pursuant to the Specialized Rule 49 Offer or otherwise.

11.2 Within 60 days after the close of pleadings, each co-Defendant shall serve its Affidavit of Documents and the documents referenced therein.

11.3 The parties' respective Affidavits of Documents shall not be filed in the court file.

*12.0 Examinations for Discovery*

12.1 Subject to the provisions of this section of the Section 7 Plan, the parties shall settle a Discovery Plan in accordance with the *Rules of Civil Procedure.*

12.2 The evidentiary record from the Certification Motion, the Jurisdiction Motion, and the Ragoonanan Motion shall be deemed to be examinations for discovery in all of the Actions, as a supplement to the ordinary discovery process under the *Rules of Civil Procedure* in the Actions.

12.3 The deemed undertaking rule and the common law implied undertaking rule shall not apply as between all of the Actions.

*13.0 Specialized Rule 49 Offers*

13.1 Koskie Minsky LLP shall deliver with the Statements of Claim in the Actions a Specialized Rule 49 Offer to reflect the exigencies of the particular Action.

13.2 In any event, the Specialized Rule 49 Offers will augment the schedules to the Statements of Claim with a list of documents or affidavits that support and quantify the Players' claims.

*14.0 Bellwether Trial*

14.1 A bellwether trial or trials will be an important ingredient in the effective and efficient resolution of the Actions.

14.2 As soon as possible after the commencement of the Actions, the parties, with the assistance of the case management judge, will select an Action or Actions to proceed on an expedited basis to a bellwether trial or trials to provide judicial guidance on key issues that may include:

a) The existence, and extent, of the CHL, Member League and Teams' duty of care to former players;

b) The standard of care and its evolution over time;

c) The vicarious liability of the CHL, Member Leagues and Teams for the abuse; and

d) The apportionment of damages, to the extent that the Defendants claim over.

14.3 The bellwether trial or trials will proceed on an expedited time frame, to be determined in case management.

***Schedule "I" – Koskie Minsky LLP, Contingency Fee Retainer Agreement [to be drafted]***

**CHL ABUSE LITIGATION CONTINGENCY FEE RETAINER AGREEMENT**
**(the "Agreement")**
**(effective as of** Date of Intake Meeting**)**

B E T W E E N :

CLIENT NAME
**(the "Client" or "You")**
- and -

**KOSKIE MINSKY LLP**
**("Counsel")**

**RECITALS**

Daniel Carcillo, Garrett Taylor, and Stephen Quirk commenced a class action lawsuit on behalf of all former and current players who were abused while playing in the Canadian Hockey League ("**CHL**") and one or more of the Ontario Hockey League ("**OHL**"), Western Hockey League ("**WHL**") or Quebec Major Junior Hockey League ("**QMJHL**") between May 8, 1975 and the present. Abuse was defined to mean,

> 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 CHL, OHL, WHL and QMJHL (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.

The Ontario Superior Court of Justice (the "**Ontario Court**") dismissed a motion for certification of a class action, while permitting Messrs. Carcillo, Taylor, and Quirk to bring a motion for an Individual Issues Protocol against the CHL, OHL, WHL, QMJHL and their Teams.

On September ●, 2023, the Court made an order pursuant to section 7 of the *Class Proceedings Act, 1992*, S.O. 1992, c. 6 to transition the class action lawsuit into up to 60 lawsuits to be started in the Ontario Court against the CHL, WHL, OHL, the teams, and their owners (the "**Section 7 Plan**").

Counsel have only been retained to act on your behalf to pursue your claim for "Abuse" suffered during their time playing in the CHL, OHL, WHL or QMJHL through the Section 7 Plan (the "**Claim**").

You understand and acknowledge that your Claim will be prosecuted together with other similar Claims.

Counsel will be paid fees only in the event of "**Success**", which is defined as an award or other payment your favour or a settlement that benefits you. Counsel will also receive costs recovered in while prosecuting the Client's Claim. A settlement is an agreement between the parties to a lawsuit which sets out how they will resolve the Claim. If the Claim is settled, it will not go to trial. Your agreement with us in respect of Counsel fees and disbursements is set out below.

You acknowledge and agree that Counsel's fees and disbursements owing under the Agreement are a first charge on any "**Recovery**", which refers to any amount actually recovered from the Defendants in respect of the subject matter of your Claim, whether by award, judgement, order, settlement or otherwise, including any punitive damages and pre- and post-judgement interest, and including any amounts awarded or paid in any assessment of damages or other process ordered by a court, and including any amount separately identified or specified as costs.

**DEFINITIONS**

1. The following terms shall have the meaning set out below:

   (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 the CHL, OHL, WHL, and QMJHL;

   (f) "**Member Leagues**" means the OHL League, the WHL League, and the QMJHL League;

(g) "**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;

(h) "**Leagues**" means the CHL League and the Member Leagues;

(i) "**Team(s)**" means each and all the following hockey clubs, including each and all the clubs' owners and operators, all of whom are named as Defendants in this Action:

(j) "**Defendants**" means the defendant corporations, the CHL, the OHL, the WHL, the QMJHL, and the defendant corporations that own and operate the Teams;

(k) "**Abuse**" means, among other things, 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;

(l) "**Court**" means the Ontario Superior Court of Justice.

**THE PARTIES AGREE AS FOLLOWS:**

**BEFORE YOU SIGN**

2. You acknowledge you have been provided a copy of ***Contingency Fees: What you need to know*****,** that you have reviewed it, and that you have had an opportunity to ask any questions arising from the guide prior to executing this Agreement.

**RECITALS & SCHEDULES FORM PART OF THE AGREEMENT**

3. The recitals above and the schedules to the Agreement are incorporated into and form an integral part of the Agreement.

**EFFECTIVE DATE**

4. The Agreement shall be effective as of the date of the first meeting with Counsel, notwithstanding the date of its execution.

**RETAINER**

5. You have retained and authorized Counsel act as your lawyers in pursuing your Claim through the Section 7 Plan against the CHL, the Member League(s) in which you played, and any Team(s) that you played on. This may include:

(a) determining which process, if any, is appropriate for your Claim;

(b) determining which of the Defendants, or other parties, would be appropriately named in your Claim;

(c) determining whether it would be appropriate to sue as Defendants any individual players, coaches, general managers, or other team officials;

(d) taking all steps to advance your Claim that Counsel, in their sole discretion, consider necessary, subject to your instructions;

(e) using such persons and resources from our law firm that Counsel, in their sole discretion, consider necessary, and the services of such persons shall be deemed to be provided by Counsel;

(f) bringing and defending such motions Counsel, in their sole discretion, determine to be appropriate, subject to your instructions;

(g) prosecuting the hearing or trial of your Claim if one is necessary, subject to your instructions;

(h) the assessment of and recovery of damages;

(i) consulting, retaining, and engaging all experts, consultants and other persons including other law firms that Counsel, in their sole discretion, consider necessary, subject to your instructions; and

(j) defending or bringing any appeal that Counsel, in their sole discretion, determine to be appropriate, subject to your instructions.

6. You acknowledge that Counsel will not be providing any tax advice whatsoever, and that you are responsible to take whatever steps are appropriate to address the tax consequences of any Claim and/or Recovery.

**NEGOTIATIONS**

7. You authorize Counsel, in their sole discretion, to negotiate with those Defendants who are named in your Claim to reach a settlement. You understand that Counsel may negotiate a settlement of your Claim along with the Claims of other similarly situated claimants.

8. If Counsel recommends that you accept a settlement offer from the Defendants who are named in your Claim, and you decline to accept that offer, you understand that Counsel may not be able to continue to represent you. Whether Counsel may continue to represent you depends on the reason for your refusal.

**USUAL HOURLY RATES**

9. The "**Usual Hourly Rates**" of some, but not all, of the members of our firm who will provide professional services in relation to the Claim are set out in **Schedule "A"** to the

Agreement. The Usual Hourly Rates are the standard hourly fees that Counsel usually charges for legal services.

10. You understand that the Usual Hourly Rates are their standard rates and are subject to change on an annual basis.

11. You understand that Counsel and all other persons providing professional services to you may, from time to time, increase their Usual Hourly Rates for purposes of this Agreement if done in the usual and ordinary course of businesses, and without further notice to you.

**COSTS AWARDS AND FUNDING**

12. Counsel shall retain all costs recovered from the Defendant in prosecuting your Claim, including any awards in respect of disbursements and taxes, and any other amount paid by the Defendant as costs. You authorize Counsel, in their sole discretion, to settle the amount of costs awarded on any motion and in the Claim without further instructions from you.

13. You confirm that you understand that the losing party at any step of a legal proceeding is generally required to pay the winning party a portion of the winning party's costs, including legal fees, any disbursements, and applicable taxes. **You acknowledge that Counsel are not providing an indemnity for costs, and that you will be responsible for paying any award of costs against you**.

14. Counsel may pay the disbursements that they, in their sole discretion, consider necessary. You acknowledge that Counsel will be reimbursed for those disbursements which will be in addition to any fees payable to Counsel as set out below.

**COUNSEL'S FEES AND COSTS**

15. Except for any amounts paid to Counsel as provided in paragraph 13, above, Counsel shall be paid fees upon achieving Success on your Claim. Counsel's fees shall be paid by a lump sum payment to the extent possible, or, if a lump sum payment is not possible, by periodic payments out of the proceeds of any judgement, order or settlement awarding or providing monetary relief, damages, interest, or costs to you.

16. In the event of Success Counsel shall be paid a "**Contingency Fee**" of 33%. Any costs that are payable shall also be subject to a Contingency Fee of 33%.

17. You direct that all amounts due and payable by the Defendant to you shall be paid to Counsel, in trust, and that contemporaneously with signing the Agreement, you will sign the irrevocable Authorization and Direction in the form attached as **Schedule "B"**.

18. After paying Counsel's Contingency Fee, as described in paragraph 19, above, together with any costs award against you, as described in paragraph 13, above, and any disbursements, as described in paragraph 23, below, the balance of the Recovery on your Claim will be paid to you, unless a court directs otherwise, in which case such funds will be paid in accordance with the court's direction.

**DISBURSEMENTS**

19. From any Recovery, you shall repay all disbursements that Counsel reasonably incur in relation to your Claim.

20. Recoverable disbursements include all amounts reasonably incurred in connection with the Claim, any motions or applications, the settlement of the Claim, the assessment of damages, or any appeals relating to or arising out of the Claim (including but not limited to expenses incurred for investigation, court fees, travel, lodging, long distance or collect telephone calls, case law database access, courier, postage, photocopier, imaging, and all services provided to Counsel by consultants, experts, counsel, and agents retained by or at the direction of Counsel).

**TERMINATION OF AGREEMENT**

21. Counsel may terminate their representation of you by giving you notice in writing if:

(a) there is a breakdown of trust and confidence;

(b) if Counsel are unable to obtain instructions from you;

(c) if Counsel determine that there is no reasonable prospect of success on your Claim and you refuse to abandon the Claim or settle the Claim on a with or without costs basis;

(d) if Counsel determine that the cost of prosecuting your Claim exceeds the expected Recovery and you refuse to abandon the Claim or settle the Claim on a with or without costs basis; or

(e) if Counsel are required to withdraw from representing you to comply with our professional ethics.

22. In any of these circumstances, Counsel retain the right to continue to act for all other similarly situated claimants through the Section 7 Plan, and you agree that no conflict shall arise. If you cause, or are otherwise responsible for, circumstances that require Counsel to terminate their representation of you, then you shall repay any disbursements. You will pay Counsel's fees in accordance with paragraph 24, below, as though you had terminated our representation.

23. You may terminate Counsel's representation at any time by providing notice to Counsel in writing. You acknowledge that Counsel have expended and will continue to expend significant time and incur significant financial risk in prosecuting your Claim. You understand that retaining Counsel is a precondition to participating in the Section 7 Plan, and that you may no longer be a part of the Section 7 Plan if Counsel's representation is terminated.

24. If you terminate Counsel's representation, whether you engage other lawyers to prosecute your Claim, and you realize Success, then you shall be responsible for paying the following:

(a) if Success had not already been substantially achieved at the time of termination, and you do not achieve Success within 12 months of termination, the lesser of:

(i) the legal fees and disbursements that Counsel have incurred to prosecute your Claim up to the time that you terminate Counsel's retainer, using the Usual Hourly Rates; and

(ii) Counsel's Contingency Fee; and

(b) if Success had already been substantially achieved at the time of termination, or if Success is achieved within 12 months of termination, Counsel's Contingency Fee.

25. Counsel's fees shall constitute a first charge on your Claim.

**CONFIDENTIALITY**

26. Communications between you and Counsel, whether written or verbal, relating to your Claim and the Claims of other claimants are privileged **but that such privilege may be lost if you were to disclose such information to third persons.**

27. You understand that you share a common interest with the other Claimants, and that you wish to cooperate and coordinate their Claims to maximize the value of each such Claim. You agree to protect the confidentiality of privileged information and not to disclose such information to any third person, other than Counsel and other Claimants. You agree that any privilege will not be lost by communicating privileged information about one you to other Claimants in the service of the Claimants' common interest.

28. You agree that Counsel's files and documents compiled in connection with their investigation and prosecution of this matter constitute the work product and property of Counsel.

**ENGAGEMENT OF CO-COUNSEL**

29. You understand that it may not be possible for one law firm to litigate all of the Claims captured by the Section 7 Plan. Counsel may, in their sole discretion, recommend that another law firm be engaged to assist with the Claims. You authorize Counsel's, in their sole discretion, to approach other lawyers or law firms to assist with prosecuting your Claim or the Claims of other players ("**Co-Counsel**").

30. If Counsel recommend that you accept representation from Co-Counsel, and you refuse to be represented by Co-Counsel, you understand that Counsel may not be able to continue representing you.

**AN EXAMPLE OF THE OPERATION OF THE AGREEMENT**

31. You and Counsel acknowledge that it is difficult to estimate the amount of money, if any, that will be paid as a Contingency Fee, given that this amount will depend on the amount of the

Recovery, if any, which is uncertain. An example of how the Agreement operates is set out in **Schedule "C"** to the Agreement.

## IDENTIFICATION OF POTENTIAL CONFLICTS

32. Counsel have conducted a review of records and confirm that they have not identified a mandate for another client in any matter that would create a substantial risk that Counsel's representation of you in prosecuting your Claim would be materially and adversely affected (a "**Conflicting Interest**").

33. Counsel do not normally consider themselves to have a Conflicting Interest because they represent another client who is a business or other competitor, employer, customer or supplier of yours or other Claimants; or another client who is asserting through Counsel's legal positions or arguments that may be inconsistent with those you or other Claimants are asserting or may wish to assert; or another client who is adverse in interest in another matter to the Client or other Claimants.

## REPRESENTATION OF OTHER CLIENTS

34. While Counsel represents you, Counsel will not act for another client in a matter which creates a Conflicting Interest unless you consent.

35. Counsel's acceptance of this matter is on the basis that you consent to Counsel's representation of other clients in other matters that are adverse to your or other Claimants' interests, including their interest in their Claims, provided that

(a) the other matter is not the same as the Client's Claim; and

(b) Counsel protects your relevant confidential information.

36. You consent to Counsel's representation of the Defendant and its related entities on other matters, including matters that are adverse you or other Claimants, provided that the other matter is unrelated to your Claim.

37. You acknowledge that the timely establishment of a conflict screen will be sufficient protection of the confidentiality of such information so that Counsel may represent another client in such other matter.

38. For the sake of greater certainty, you consent to Counsel's representing you and the other Claimants in respect of the Claims while representing another client adverse to you or the other Claimants in a different matter.

39. When you are no longer Counsel's client, under applicable professional rules, Counsel's may represent another client in any matter that is adverse to your interests, provided that:

(a) the other matter is not the same as the matter in which Counsel previously represented you; and

(b) Counsel protects your relevant confidential information.

40. You acknowledge that the timely establishment of a conflict screen will be sufficient protection of the confidentiality of your information so that Counsel may represent another client in such other matters.

41. You understand that Counsel is relying on the consents described above in agreeing to represent you and the other Claimants in this matter and that Counsel will not be seeking any further consent from you or the other Claimants or consulting with you or the other Claimants before advising, acting for or representing another client with interests adverse to you or the other Claimants. Counsel recommends that you seek advice from independent legal counsel if you have any questions concerning the implications of providing this consent.

**COMMUNICATIONS**

42. During this matter, Counsel may exchange electronic versions of documents and e-mails with you and other Claimants using commercially available software.

43. Unfortunately, the available technology is vulnerable to attack by viruses and other destructive electronic programs. As a result, while Counsel have sought to take countermeasures, Counsel's systems may occasionally reject a communication that you or other Claimants send to us, or Counsel may send you or the other Claimants something that is rejected by their systems.

44. Counsel cannot guarantee that all communications and documents will always be received, or that such communications and documents will always be virus free, and Counsel make no warranty with respect to any electronic communications. In addition, Counsel make no warranty with respect to the security of any electronic communication and you consent to the exchange of electronic communications, including confidential documents, unencrypted.

45. Counsel will communicate directly with you to obtain your instructions to pursue a particular Claim, to accept a settlement of your Claim, abandon your Claim, or to consent to a dismissal of your Claim with or without costs. Counsel will take instructions from any person having apparent authority to direct your affairs.

46. You acknowledge that the Agreement authorizes Counsel to take whatever steps are necessary to prosecute your Claim to judgement or an order, including the prosecution or defence of an appeal in the even that Counsel cannot reach you and that failing to act would jeopardize your Claim.

47. Counsel shall report on what they, in their sole discretion, determine to be important developments in the prosecution of your Claim.

**NO GUARANTEE**

48. Counsel will endeavour to represent your interests and the other Claimants' interests to the best of their ability. However, Counsel make no guarantees of any specific outcome or results. All legal opinions and advice provided to you or other Claimants reflect Counsel's judgement as

lawyers based on the law as it stands, and the facts available to Counsel at the time the opinion or advice is provided.

**AGREEMENT BINDING**

49. The Agreement shall bind you, as well as your successors, administrators, and assigns.

50. Counsel are acting on your behalf – but not any officers, directors, employees, subsidiaries, or affiliates of yours, unless specifically retained for that purpose.

**AMENDMENTS AND ENTIRE AGREEMENT**

51. It is agreed that there is no oral representation, warranty, collateral agreement, or condition that affects the Agreement. Amendments to the Agreement must be made in writing and duly executed by the parties.

**GOVERNING LAW**

52. The Agreement and our engagement in this matter are governed by the laws of the Province of Ontario and the federal laws of Canada.

**COUNTERPARTS**

53. The Agreement may be executed by you and Counsel in separate counterparts, with signatures by facsimile or electronic means being acceptable, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

**INDEPENDENT LEGAL ADVICE**

54. You acknowledge that before signing the Agreement you were advised of the prudence of obtaining independent legal advice with respect to the meaning, effect, and advisability of the Agreement, and you either did obtain such advice or freely waived the opportunity to obtain such advice.

**DATED** this day of , 2023.

| | | | | |
|---|---|---|---|---|
| (Witness) | | | Client Name | |
| Date: | | | | |
| | | | **Koskie Minsky LLP**<br>**Per:** | |
| (Witness) | | | | |
| Date: | | | | |

# APPENDIX "A"

**Schedule A**

| **Personnel** | **Usual Hourly Rate as of January 1, 2023** |
|---|---|
| James Sayce | $● |
| Vlad Calina | $● |
| Caitlin Leach | $● |
| **[NTD: Insert]** | $● |

## Schedule B

## AUTHORIZATION AND DIRECTION

TO: WHOM IT MAY CONCERN

RE: Canadian Hockey League Litigation

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The undersigned hereby authorizes and directs you to pay all monies with respect to the above matter, including any interlocutory orders relating to costs and disbursements, to my solicitors**, Koskie Minsky LLP,** and this shall be your good and sufficient authority for so doing.

**DATED** this day of , 2023

(Witness) Client Name

## Schedule C – How the Contingency Fee Operates

| **One Example (note: these are illustrations only)** | **Amounts** |
|---|---|
| Approximate aggregate damages award, net of fees and disbursements | $● |
| Example # of Claimants | $● |
| Client's aggregate damages | $● |
| Example Recovery | $● |
| Example costs award in favour of the Client | $● |
| Example disbursement award in favour of the Client | $● |
| Example disbursements incurred by Counsel | $● |

**In the above example, what would be the amount of Counsel's fee?**

1. Counsel are entitled to be paid the Contingency Fee of up to 33% of the additional money received, plus HST, as approved by the Court. Additionally, Counsel's disbursements would be repaid. In total, Counsel would receive $●, inclusive of HST, plus $● in disbursements.

**In the above example, what amount would be paid to you?**

2. Your recovery would be $●, based on $● as a disbursement award, less $● paid to Counsel and the return of $● in disbursements, which leaves $●.

## Schedule D – Your Agreement Summary

### YOUR AGREEMENT SUMMARY

**Koskie Minsky LLP**
**20 Queen St. West**
**Suite 900**
**Toronto, ON M5H 3R3**
**1-866-777-6343**

**Client:** Client Name

| | |
|---|---|
| Legal services covered | You retain Counsel on a contingency fee basis to take all steps necessary to prosecute a claim for compensation.<br>You retain Counsel to represent you:<br>• through to settlement;<br>• through to the end of your hearing; and/or<br>• through an appeal if you lose your case and decide to appeal.<br>You have the right to make all critical decisions about how your case is conducted subject to the terms of the retainer agreement. |
| Disbursements | Counsel may have to pay for items and services from third parties, including taxes. These payments are considered disbursements because Counsel paid |

| | |
|---|---|
| | for them on your behalf (for example, court filing fees and fees for expert witnesses).<br><br>Internal firm costs are not generally chargeable as disbursements. For example, disbursements do not include the cost of other lawyers, paralegals, law clerks and administrative assistants, or any overtime.<br><br>However, expenses approved by a court or tribunal or authorized by a regulation known as “Tariff A” are also considered disbursements, even if they are internal firm costs (Tariff A is part of the Rules of Civil Procedure).<br><br>You will only have to pay for disbursements if you win your case or receive a settlement. |
| Contingency fee | Counsel are entitled to be paid the Contingency Fee of up to 33% of the additional money received, plus HST, disbursements as outlined above. |
| If interim costs are awarded | Depending on the route for your Claim, Counsel will receive costs on top of any fees payable or Counsel will reduce fees by amounts that Counsel already received in costs. |

## ***Schedule "II" – Short Form Notice***

**DID YOU PLAY MAJOR JUNIOR HOCKEY IN THE ONTARIO HOCKEY LEAGUE, THE WESTERN HOCKEY LEAGUE, OR THE QUEBEC MAJOR JUNIOR HOCKEY LEAGUE?**

**If you were abused while playing Major Junior Hockey, you can claim compensation.**

Since 1975, hockey players may have experienced bullying, hazing and abuse while playing on teams in the Canadian Hockey League, which includes the OHL, the WHL, and the QMJHL. The court has created an opt-in process for legal claims to allow these players to seek compensation. If you want to be part of this process, you must opt-in by [DATE].

### Am I eligible to make a claim?

You are eligible to make a claim if:

(1) `You played for, including participating in training or tryouts for, a team in the CHL, including any team in the OHL, WHL, or QMJHL, at any time since 1975; and

(2) You experienced bullying, hazing or abuse while playing in the CHL.

If you are eligible, you can opt-in to the process to make a legal claim to seek compensation for the abuse that you experienced. If successful, you will receive money to compensate you for the harms that you suffered because of that abuse.

### How do I make a claim?

This is an opt-in claims process. To start a legal claim using this process, you must contact Koskie Minsky LLP by [DATE].

Email: [email address]
Call: ##################

### How will my claim be determined?

If you choose to take part in this opt-in process for legal claims, your claim will be determined as part of a "joinder action" alongside the claims of other people who played for the same team. This means that Koskie Minsky LLP would start an action on your behalf, and on behalf of others who played for the same team as you.

The action that you are part of will be against the team that you played for, the regional league you played in (either the Ontario Hockey League, the Western Hockey League, or the Quebec Major Hockey League), and the Canadian Hockey League. The action will be brought and determined in the Ontario Superior Court of Justice.

**Who will represent me?**

If you participate in this process, you will be represented by the law firm Koskie Minsky LLP.

If you do not wish to be represented by Koskie Minsky LLP, you can still bring a lawsuit in relation to the abuse that you experienced in the CHL, either by retaining another lawyer or by representing yourself, but you cannot do so as part of this opt-in process for legal claims.

**Is this a class action?**

This is not a class action. In 2020, a proposed class action was started by Daniel Carcillo, Garrett Taylor and Stephen Quirk on behalf of players but it was not certified as a class action by the Ontario Superior Court of Justice. This opt-in process for legal claims is taking place instead of a class action. In a class action, you are part of the lawsuit unless you opt-out by choosing not to participate. In this plan, you must opt-in to participate.

**What happens if I don't take part in this claims plan?**

If you do not take part in this process, you can still bring a separate lawsuit in relation to the abuse that you experienced while playing for a team in the CHL.

However, you should be aware that a limitation period may apply to your claim. A limitation period is the length of time that you can bring a lawsuit for after the events that the lawsuit is about took place. There may be a limitation period applicable to your claim. When Koskie Minsky LLP started the proposed class action, the limitation period was suspended, or paused. The limitation period will resume running on [DATE].

If you wish to start a legal action in relation to your experiences in the CHL outside of this plan, you should seek legal advice on the limitation period prior to [DATE]. Koskie Minsky LLP cannot assist you in bringing a claim outside of this plan.

**For more information visit:** https://kmlaw.ca/chl

***Schedule "III" –Digital Notice***

Did you play Major Junior Hockey in the OHL, the WHL, or the QMJHL at any time since 1975? If you suffered abuse or hazing in Major Junior Hockey, you can take part in an opt-in process to seek compensation. Visit https://kmlaw.ca/chl to learn more and make a claim."

***Schedule "IV" – Press Release***

**KOSKIE MINSKY LLP ANNOUNCES CLAIMS PLAN FOR PLAYERS ABUSED WHILE PLAYING MAJOR JUNIOR HOCKEY IN THE CHL**

TORONTO: Koskie Minsky LLP announces that the Ontario Superior Court of Justice has created an opt-in process for legal claims for individuals who suffered hazing or abuse while playing Major Junior Hockey in the Canadian Hockey League (which includes the Ontario Hockey League, the Western Hockey League, and the Quebec Major Junior Hockey League).

Under the opt-in process for legal claims, actions will be brought in the Ontario Superior Court of Justice on behalf of groups of players that played for the same team. Koskie Minsky LLP will be counsel on each action.

To take part in the opt-in process for legal claims, former players should contact Koskie Minsky LLP as soon as possible, and no later than [opt-in date]. Players that contact Koskie Minsky LLP after [opt-in date] will not be able to participate in the opt-in process for legal claims.

Anyone with questions should contact Koskie Minsky LLP by phone (####), email (XXXXX@kmlaw.ca), or postal mail (900-20 Queen Street West, Toronto, ON, M5H 3R3). The opt-in process for legal claims was approved under Ontario Superior Court of Justice Court File No. CV-20-00642705-00CP.

Additional information is available online at www.kmlaw.ca/chl
Contact: Koskie Minsky LLP
XXXXXX@kmlaw.ca

### #### #####

DANIEL CARCILLO et al.
Plaintiffs

-and-

ONTARIO MAJOR JUNIOR HOCKEY LEAGUE et al.
Defendants

Court File No. CV-20-00642705-00CP

**ONTARIO**
**SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

**ORDER**

**BENNETT JONES LLP**
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**Marshall Torgov (#82546D)**
Email: *torgovm@bennettjones.com*

Telephone: 416.863.1200

Lawyers for the defendants

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2750 – 145 King Street West
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**Crawford Smith (#42131S)**
Email: *csmith@lolg.ca*

**Nadia Campion (#52200O)**
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Telephone: 416.598.8648

- and -

**CASSELS BROCK & BLACKWELL LLP**
2100 Scotia Plaza, 40 King Street West
Toronto, ON M5H 3C2

**Timothy Pinos (#20027U)**
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N° : 200-06-000258-238

PROVINCE DE QUÉBEC
COUR SUPÉRIEURE
DISTRICT DE QUÉBEC
LOCALITÉ DE QUÉBEC

**CARL LATULIPPE**

Demandeur

c.

**LIGUE CANADIENNE DE HOCKEY**

-et-

***AL.***

Défenderesses

10882/335826.00001 **BF1347**
CASIER DE COUR N$^{O}$ 133

PIÈCE PA-6

ORIGINAL

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**PIÈCE**
**PA-7**

Court File No. CV-20-00642705-00CP

**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, QUÉBEC 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 67S 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 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'OCEANIC DE RIMOUSKI INC., LES HUSKIES DE ROUYN-NORANDA INC., 8515182 CANADA INC. c.o.b. 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 SAGUENEENS, 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*

**Section 7 Plan**

*1.0 Recitals*

1.1 Pursuant to the *Class Proceedings Act, 1992,* Daniel Carcillo, Garrett Taylor and Stephen Quirk brought a proposed class action (Court File CV-20-642705-00CP) against 60 amateur hockey teams, the Western Hockey League ("WHL"), the Ontario Hockey League ("OHL"), the Québec Major Junior Hockey League ("QMJHL"), and the Canadian Hockey League ("CHL").

1.2 The proposed class action was brought on behalf of the following putative Class Members, hereinafter referred to as "Players":

> 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.

1.3 The proposed class action had a class period commencing on May 8, 1975.

1.4 The Plaintiffs advanced four causes of action against the collective of the WHL, OHL, QMJHL, CHL, and their 60 teams, namely: (a) breach of fiduciary duty; (b) systemic negligence; (c) vicarious liability; and (d) breach of Québec causes of action.

1.5 The fundamental purposes of the Plaintiffs' lawsuit were: (a) behaviour modification; i.e., ending a culture of "abuse"; and (b) access to justice; i.e., imposing a collective liability to pay compensation to the victims of the "abuse."

1.6 The Fresh as Amended Statement of Claim defined the "abuse" as follows:

> "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.

1.7 The Plaintiffs moved for certification of their action as a class action, and the Defendants opposed certification, and brought a Jurisdiction Motion and a Ragoonanan Motion.

1.9 There was a four-day hearing of the Certification Motion, the Jurisdiction Motion, and the Ragoonanan Motion, and the court ruled, among other things, that:

> (a) The Ontario Superior Court of Justice has jurisdiction *simpliciter* over all of the Defendants; therefore, the Jurisdiction Motion was dismissed.
>
> (b) There are no collective causes of action; therefore, the Plaintiffs cannot be Representative Plaintiffs for claims against 55 of the teams of the CHL ("the *Ragoonanan* Defendants"); therefore, the Ragoonanan Motion was granted.
>
> (c) The Certification Motion was dismissed because the Plaintiffs did not satisfy all of the certification criteria.
>
> (d) The Orders dismissing the Certification Motion and dismissing the action as against the *Ragoonanan* Defendants were suspended pending the determination of a motion for approval of a Notice, a Notice Plan, and a Section 7 Plan.

(e) The Plaintiffs brought a motion for approval of the Notice, the Notice Plan, and a Section 7 Plan.

1.10 The purpose of the Section 7 Plan is to transition the proposed class action into up to 60 joinder actions to be commenced in Ontario in the Superior Court of Justice in accordance with section 7.1 below.

*2.0 Approval of Section 7 Plan, the Notice, the Notice Plan, and the Contingency Fee Retainer Agreements.*

2.1 The Court approves this Section 7 Plan, which includes a Notice and a Notice Plan.

2.2 The Court approves the Notices set out in this Section 7 Plan.

2.3 The Court approves the Notice Plan set out in this Section 7 Plan.

2.4 The Court approves the Players' Contingency Fee Retainer Agreement set out in the Section 7 Plan as Schedule "I".

2.5. The Section 7 Plan shall be governed by: (a) the *Class Proceedings Act, 1992*; (b) the *Courts of Justice Act*; (c) the *Rules of Civil Procedure*; and (d) the Superior Court of Justice's inherent, common law, and equity jurisdiction.

2.6. On the motion of a party, the Section 7 Plan, other than 7.11 to 7.15, may be amended by further court order.

*3.0 Notice*

3.1 In accordance with the Notice Plan set out in the Section 7 Plan, the Administrator (defined below) shall distribute to the Players the Short Form Notice set out in Schedule "II" to this Section 7 Plan.

3.1.1 In accordance with the Notice Plan set out in the Section 7 Plan, the Administrator shall distribute the Digital Notice set out in Schedule "III" to this Section 7 Plan.

3.1.2 In accordance with the Notice Plan set out in the Section 7 Plan, Koskie Minsky LLP shall post on its webpage and each of the teams, WHL, OHL, QMJHL and the CHL shall post on their respective webpages, if any, the Short Form Notice set out in Schedule "II" to this Section 7 Plan.

3.2.2 In accordance with the Notice Plan set out in the Section 7 Plan, each of the teams, WHL, OHL, QMJHL, and the CHL shall post on their Facebook, Instagram, and Twitter/X, if any, the Digital Notice set out in Schedule "III" to this Section 7 Plan.

3.3. In accordance with the Notice Plan set out in the Section 7 Plan, Koskie Minsky LLP shall release the Press Release set out in Schedule "IV" to this Section 7 Plan, which Press Release shall contain a link to the Short Form Notice set out in Schedule "II" to this Section 7 Plan.

3.4 In the Notices set out in Schedules II and IV the Players will be notified:

(a) that a proposed class action brought on their behalf was **not** certified.

(b) that had the proposed class action been certified, each Player would have had the two mutually exclusive choices of:

(i) opting-out of the class action, in which case the Player could sue the Defendants as a self-represented litigant or could sue the Defendants by retaining a lawyer of his own choosing; or

(ii) joining the class action (by not opting out), in which case the Player would have been represented by Koskie Minsky, LLP as Class Counsel.

(c) that since the proposed class action was not certified, the Player now has the three mutually exclusive choices of:

(i) by **July 26, 2024**, electing to sue the Defendants in one or more of 60 actions to be commenced by Koskie Minsky LLP pursuant to court approved Contingent Fee Retainer Agreements and pursuant to a Section 7 Plan;

(ii) suing the Defendants as a self-represented litigant, in which case, the Player should be alert to the resumption of the running of limitation periods on **October 30, 2024**; or

(iii) suing the Defendants by retaining a lawyer, in which case, the Player should be alert to the resumption of the running of limitation periods on **October 30, 2024**.

*4.0 Notice Plan*

4.0.1 Save as otherwise provided, the Notice Plan shall be administered by an administrator to be agreed upon by the parties or as appointed by the Court ("Administrator") whose fees and expenses, including the advertising cost associated with disseminating the Notice set out in section 4.7, shall be paid directly by the Defendants, such fees and expenses not to exceed a sum to be determined by the court before the Notice is disseminated.

4.1 Each of the Defendants shall, by **December 5, 2023**, provide the Administrator with a list of every mail addresses, email addresses, and telephone numbers for text messages associated with any Player or Players within their possession, power, or control.

4.2.1 Koskie Minsky LLP shall compile and provide to the Administrator by **December 5, 2023** a list of the Players' mail addresses, email addresses, and telephone numbers for text messages within its possession, power, or control.

4.2.2 The Player contact information that the Defendants are ordered to provide to the Administrator under section 4.2.1 shall be used by the Administrator solely for the purposes of disseminating direct notice to Players under the *Class Proceedings Act, 1992* in accordance with the Section 7 Plan.

4.3 The Administrator shall, by **January 10, 2024**, disseminate by mail, email, and text messages the Short Form Notice attached as Schedule "II," for mail and email, and, for text messages, the Digital Notice attached as Schedule "III," in English and in French.

4.4. Koskie Minsky LLP shall post on its webpage and each of the teams, WHL, OHL, QMJHL and the CHL shall post on their respective webpages, if any, the Short Form Notice set out in Schedule "II" in English and in French by **December 14, 2023**.

4.5 Koskie Minsky LLP shall, by **January 10, 2024**, arrange for the issuance of the Press Release set out in Schedule "IV" in English and in French through Canada Newswire and United States Newswire.

4.6 Each of the teams, WHL, OHL, QMJHL and the CHL shall post on their Facebook, Instagram, and Twitter/X account, if any, in the language most commonly used on that account, in both text and image formats, the Digital Notice, attached as Schedule "III", including a hyperlink, where possible, at least four times, no less than 14 days apart, prior to the opt-in date.

4.7 The Administrator shall arrange for the distribution of the Digital Notice attached as Schedule "III" through internet banner notices on Google Display Network, Facebook, You Tube, Instagram, and Twitter/X.

*5.0 Opt-In Procedure*

5.1 If a Player chooses to participate in this Section 7 Plan, he must, by the opt-in date, being **July 26, 2024**:

> (a) sign the court approved Contingent Fee Retainer Agreement retaining Koskie Minsky LLP as his lawyers for one or more of the 60 actions against the Defendants; and

(b) provide to Koskie Minsky LLP, in writing or otherwise, particulars of his claim, which particulars will remain subject to lawyer and client and litigation privilege.

5.3 A Player may not opt-in after the opt-in date, subject to section 5.6 below.

5.4 The particulars that Koskie Minsky LLP may require a Player to provide in order to be deemed to have opted-in include particulars:

(a) to confirm that the Player is a putative Class Member;

(b) to confirm that the Player was a victim of the "abuse";

(c) that describe the incident or incidents of the "abuse", including place(s), time(s), date(s), participant(s); witness(es), event(s), *etc*.;

(d) that describe the personal physical and mental harm suffered as a result of the "abuse";

(e) that specify the relief that he would be seeking as a co-plaintiff in one or more of the 60 actions against the Defendants;

(f) that describe the monetary or financial harm he suffered as a result of the "abuse", and

(g) to provide such further and other information as required by Koskie Minsky LLP to join the Player as a co-plaintiff in one or more of the 60 actions against the Defendants.

5.5 If the Player chooses to retain Koskie Minsky LLP to sue the Defendants, he agrees by the opt-in date to attend an intake interview with Koskie Minsky LLP, which interview may be conducted in person or remotely by video or telephone conference.

5.6. Players who seek to opt-in to this plan after the opt-in date, but before the commencement of actions, may participate in the plan at the discretion of Koskie Minsky LLP, provided that the requirements in Part 7 of this plan can be met for that player.

*6.0 Commencement of the Running of Limitation Periods*

6.1 The dismissal of the Certification Motion shall come into effect upon the approval of the Section 7 Plan. If no party appeals from the order approving this Section 7 Plan, the plaintiffs shall forthwith after the expiry of the deadline for appealing that order, abandon their appeal of the Certification Motion and the *Ragoonanan* Motion decisions.

6.2 The dismissal of the action as against the *Ragoonanan* Defendants shall come into effect 365 days after the approval of the Section 7 Plan. On that date, all limitation periods suspended by the commencement of the proposed class action in relation to the Ragoonanan Defendants will resume running.

6.3 This proceeding (as identified in section 1.1 above) under the *Class Proceeding Act, 1992* shall be dismissed, without requiring any further step by the parties, effective as of the day after the deadline for commencing actions under this Section 7 Plan (being 365 days after the approval of the Section 7 Plan under section 7.1 below).

*7.0 Commencement of Actions*

7.1 By **October 30, 2024**, Koskie Minsky LLP shall commence in the Ontario Superior Court of Justice in Toronto, up to 60 actions, each against the current owner or owners of one of the teams of the WHL, OHL, QMJHL, and one of the WHL, OHL, and QMJHL, and the CHL as co-defendants ("the Actions" and each individually an “Action”).

7.2 The Statements of Claim shall name Toronto as the place of trial without prejudice to the court upon motion of any party changing the venue to another place of trial in Ontario. No party shall bring a motion for a change of venue for any Action prior to that Action being ready to be set down for trial pursuant to Rule 48 of the *Rules of Civil Procedure*.

7.3 The Actions shall be commenced for the putative Class Members who have retained Koskie Minsky LLP pursuant to the court approved Contingency Fee Retainer Agreements.

7.4 The Actions shall each by governed by the *Rules of Civil Procedure* and the Section 7 Plan.

7.5 The Actions shall be commenced by Statement of Claim. The Statement of Claims shall attach as schedules the individual claims of each Player joined as a co-Plaintiff.

7.6 The Players are *dominus litus* and the Statements of Claim and the attached schedules may be pled in accordance with the privileged instructions of the Players as to the material facts and there is no obligation on the Players to disclose witnesses or participants in the events described although they are at liberty to do so.

7.7. Without leave of the court, in the Statements of Claims, the Players may plead only the causes of action that were pleaded for the Certification Motion save and except the cause of action for breach of fiduciary duty.

7.8 The Statements of Claim in the Actions shall be sealed in the court’s file.

7.9 Koskie Minsky LLP shall file in the open court file copies of the Statement of Claim substituting pseudonyms for the Players in the style of cause and in the schedules attached to the Statement of Claim (the "Anonymized Claims"). Koskie Minsky LLP shall be permitted to redact any personally identifying information in the Anonymized Claims only, to preserve the Players' anonymity.

7.10 The lawyers who appeared at the Certification Motion as counsel for the Defendants shall admit service of the Statements of Claim, which shall be served along with a Specialized Rule 49 Offer for each Player.

7.11 The Defendants may not at any stage in the Actions challenge the jurisdiction of the Ontario court on the grounds of absence of jurisdiction *simpliciter*.

7.12 The Defendants may not at any stage in the Actions challenge the jurisdiction of the Ontario court on the grounds of *forum non conveniens*.

7.13 The Defendants may not at any stage in the Actions challenge the joinder of plaintiffs to the Actions, the joinder of defendants, or the joinder of causes of action. Nothing in this section prevents any party from bringing severance motions after the Actions are assigned to a judge for multilateral case management.

7.14 The Defendants may not at any stage in the Actions bring any motions for particulars or to challenge the Statements of Claims or the attached schedules for pleading irregularities.

7.15 No party may bring any preliminary, interim, or interlocutory motion in any of the Actions until the pleadings are closed in that Action.

7.16 Notwithstanding section 7.15, any party may bring a motion for a confidentiality or sealing order pursuant to the *Rules of Civil Procedure*.

*8.0 Statements of Defence and Third Party Claims*

8.1 Using the pseudonyms style of cause, the Defendants shall deliver their respective Statements of Defence and any Third Party Claims within thirty days of service of the Statements of Claim or as the parties may otherwise agree or the court may order. The service, filing, and sealing of Statements of Defence and Third Party Claims shall be handled in the same manner as Statements of Claim.

8.2 The version of the Statements of Defence and Third Party Claims filed with the Court will be anonymized in accordance with section 7.9.

8.3 In as much as a plaintiff or plaintiffs are not to be prejudiced or unnecessarily delayed by reason of a third-party claim, the Court directs pursuant to Rule 29.09 that: (a) a third party may not deliver a defence to the main action pursuant to Rule 29.05 and (b) unless the parties agree otherwise, any third party claim is stayed until after the completion of all Actions.

*9.0 Case Management*

9.1 After the close of pleadings, the Actions shall be case managed by a single judge appointed by the Regional Senior Judge in Toronto.

*10.0 Privacy, Confidentiality, Privilege, and Disclosure of Information*

10.1 Nothing in this plan abrogates the normal rules of privilege including lawyer and client privilege, litigation privilege, and settlement privilege.

10.2 It is a principle of the Section 7 Plan that as between the parties there shall be full disclosure of relevant information in accordance with the *Rules of Civil Procedure* and that the open court principle applies to hearings in open court at which time subject to confidentiality or privacy orders to the contrary, the sealed pleadings will be unsealed.

10.3 After the close of pleadings, the parties may apply for confidentiality and privacy orders pursuant to the *Rules of Civil Procedure* as they may be advised.

*11.0 Affidavits of Documents*

11.1 Within 60 days after the close of pleadings, each Player shall serve his Affidavit of Documents and the documents referenced therein unless his claim has settled pursuant to the Specialized Rule 49 Offer or otherwise.

11.2 Within 60 days after the close of pleadings, each co-Defendant shall serve its Affidavit of Documents and the documents referenced therein.

11.3 The parties' respective Affidavits of Documents shall not be filed in the court file.

*12.0 Examinations for Discovery*

12.1 Subject to the provisions of this section of the Section 7 Plan, the parties shall settle a Discovery Plan in accordance with the *Rules of Civil Procedure.*

12.2 The evidentiary record from the Certification Motion, the Jurisdiction Motion, and the Ragoonanan Motion shall be deemed to be examinations for discovery in all of the Actions, as a supplement to the ordinary discovery process under the *Rules of Civil Procedure* in the Actions.

12.3 The deemed undertaking rule and the common law implied undertaking rule shall not apply as between all of the Actions.

*13.0 Specialized Rule 49 Offers*

13.1 Koskie Minsky LLP shall deliver with the Statements of Claim in the Actions a Specialized Rule 49 Offer to reflect the exigencies of the particular Action.

13.2 In any event, the Specialized Rule 49 Offers will augment the schedules to the Statements of Claim with a list of documents or affidavits that support and quantify the Players' claims.

*14.0 Bellwether Trial*

14.1 A bellwether trial or trials will be an important ingredient in the effective and efficient resolution of the Actions.

14.2 As soon as possible after the commencement of the Actions, the parties, with the assistance of the case management judge, will select an Action or Actions to proceed on an expedited basis to a bellwether trial or trials to provide judicial guidance on key issues that may include:

(a) The existence, and extent, of the CHL, Member League and Teams' duty of care to former players;

(b) The standard of care and its evolution over time;

(c) The vicarious liability of the CHL, Member Leagues and Teams for the abuse; and

(d) The apportionment of damages, to the extent that the Defendants claim over.

14.3 The bellwether trial or trials will proceed on an expedited time frame, to be determined in case management

## Schedule “I” – Koskie Minsky LLP, Contingency Fee Retainer Agreement

**CHL ABUSE LITIGATION CONTINGENCY FEE RETAINER AGREEMENT**
**(the “Agreement”)**
**(effective as of** Date of Intake Meeting**)**

B E T W E E N :

CLIENT NAME
**(the “Client” or "You")**
- and -

**KOSKIE MINSKY LLP**
**(“Counsel”)**

**RECITALS**

Daniel Carcillo, Garrett Taylor, and Stephen Quirk commenced a class action lawsuit on behalf of all former and current players who were abused while playing in the Canadian Hockey League ("**CHL**") and one or more of the Ontario Hockey League ("**OHL**"), Western Hockey League ("**WHL**") or Quebec Major Junior Hockey League ("**QMJHL**") between May 8, 1975 and the present. Abuse was defined to mean,

> 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 CHL, OHL, WHL and QMJHL (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.

The Ontario Superior Court of Justice (the "**Ontario Court**") dismissed a motion for certification of a class action, while permitting Messrs. Carcillo, Taylor, and Quirk to bring a motion for an Individual Issues Protocol against the CHL, OHL, WHL, QMJHL and their Teams.

On September ●, 2023, the Court made an order pursuant to section 7 of the *Class Proceedings Act, 1992*, S.O. 1992, c. 6 to transition the class action lawsuit into up to 60 lawsuits to be started in the Ontario Court against the CHL, WHL, OHL, the teams, and their owners (the "**Section 7 Plan**").

Counsel have only been retained to act on your behalf to pursue your claim for "Abuse" suffered during their time playing in the CHL, OHL, WHL or QMJHL through the Section 7 Plan (the "**Claim**").

You understand and acknowledge that your Claim will be prosecuted together with other similar Claims.

Counsel will be paid fees only in the event of "**Success**", which is defined as an award or other payment your favour or a settlement that benefits you. Counsel will also receive costs recovered in while prosecuting the Client's Claim. A settlement is an agreement between the parties to a lawsuit which sets out how they will resolve the Claim. If the Claim is settled, it will not go to trial. Your agreement with us in respect of Counsel fees and disbursements is set out below.

You acknowledge and agree that Counsel's fees and disbursements owing under the Agreement are a first charge on any "**Recovery**", which refers to any amount actually recovered from the Defendants in respect of the subject matter of your Claim, whether by award, judgement, order, settlement or otherwise, including any punitive damages and pre- and post-judgement interest, and including any amounts awarded or paid in any assessment of damages or other process ordered by a court, and including any amount separately identified or specified as costs.

**DEFINITIONS**

1. The following terms shall have the meaning set out below:

   (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 the CHL, OHL, WHL, and QMJHL;

   (f) "**Member Leagues**" means the OHL League, the WHL League, and the QMJHL League;

   (g) "**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;

   (h) "**Leagues**" means the CHL League and the Member Leagues;

   (i) "**Team(s)**" means each and all the following hockey clubs, including each and all the clubs' owners and operators, all of whom are named as Defendants in this Action:

   (j) "**Defendants**" means the defendant corporations, the CHL, the OHL, the WHL, the QMJHL, and the defendant corporations that own and operate the Teams;

(k) "**Abuse**" means, among other things, 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;

(l) "**Court**" means the Ontario Superior Court of Justice.

**THE PARTIES AGREE AS FOLLOWS:**

**BEFORE YOU SIGN**

2. You acknowledge you have been provided a copy of ***Contingency Fees: What you need to know*****,** that you have reviewed it, and that you have had an opportunity to ask any questions arising from the guide prior to executing this Agreement.

**RECITALS & SCHEDULES FORM PART OF THE AGREEMENT**

3. The recitals above and the schedules to the Agreement are incorporated into and form an integral part of the Agreement.

**EFFECTIVE DATE**

4. The Agreement shall be effective as of the date of the first meeting with Counsel, notwithstanding the date of its execution.

**RETAINER**

5. You have retained and authorized Counsel act as your lawyers in pursuing your Claim through the Section 7 Plan against the CHL, the Member League(s) in which you played, and any Team(s) that you played on. This may include:

(a) determining which process, if any, is appropriate for your Claim;

(b) determining which of the Defendants, or other parties, would be appropriately named in your Claim;

(c) determining whether it would be appropriate to sue as Defendants any individual players, coaches, general managers, or other team officials;

(d) taking all steps to advance your Claim that Counsel, in their sole discretion, consider necessary, subject to your instructions;

(e) using such persons and resources from our law firm that Counsel, in their sole discretion, consider necessary, and the services of such persons shall be deemed to be provided by Counsel;

(f) bringing and defending such motions Counsel, in their sole discretion, determine to be appropriate, subject to your instructions;

(g) prosecuting the hearing or trial of your Claim if one is necessary, subject to your instructions;

(h) the assessment of and recovery of damages;

(i) consulting, retaining, and engaging all experts, consultants and other persons including other law firms that Counsel, in their sole discretion, consider necessary, subject to your instructions; and

(j) defending or bringing any appeal that Counsel, in their sole discretion, determine to be appropriate, subject to your instructions.

6. You acknowledge that Counsel will not be providing any tax advice whatsoever, and that you are responsible to take whatever steps are appropriate to address the tax consequences of any Claim and/or Recovery.

**NEGOTIATIONS**

7. You authorize Counsel, in their sole discretion, to negotiate with those Defendants who are named in your Claim to reach a settlement. You understand that Counsel may negotiate a settlement of your Claim along with the Claims of other similarly situated claimants.

8. If Counsel recommends that you accept a settlement offer from the Defendants who are named in your Claim, and you decline to accept that offer, you understand that Counsel may not be able to continue to represent you. Whether Counsel may continue to represent you depends on the reason for your refusal.

**USUAL HOURLY RATES**

9. The "**Usual Hourly Rates**" of some, but not all, of the members of our firm who will provide professional services in relation to the Claim are set out in **Schedule "A"** to the Agreement. The Usual Hourly Rates are the standard hourly fees that Counsel usually charges for legal services.

10. You understand that the Usual Hourly Rates are their standard rates and are subject to change on an annual basis.

11. You understand that Counsel and all other persons providing professional services to you may, from time to time, increase their Usual Hourly Rates for purposes of this Agreement if done in the usual and ordinary course of businesses, and without further notice to you.

**COSTS AWARDS AND FUNDING**

12. Counsel shall retain all costs recovered from the Defendant in prosecuting your Claim, including any awards in respect of disbursements and taxes, and any other amount paid by the

Defendant as costs. You authorize Counsel, in their sole discretion, to settle the amount of costs awarded on any motion and in the Claim without further instructions from you.

13. You confirm that you understand that the losing party at any step of a legal proceeding is generally required to pay the winning party a portion of the winning party's costs, including legal fees, any disbursements, and applicable taxes. **You acknowledge that Counsel are not providing an indemnity for costs, and that you will be responsible for paying any award of costs against you**.

14. Counsel may pay the disbursements that they, in their sole discretion, consider necessary. You acknowledge that Counsel will be reimbursed for those disbursements which will be in addition to any fees payable to Counsel as set out below.

## COUNSEL'S FEES AND COSTS

15. Except for any amounts paid to Counsel as provided in paragraph 13, above, Counsel shall be paid fees upon achieving Success on your Claim. Counsel's fees shall be paid by a lump sum payment to the extent possible, or, if a lump sum payment is not possible, by periodic payments out of the proceeds of any judgement, order or settlement awarding or providing monetary relief, damages, interest, or costs to you.

16. In the event of Success Counsel shall be paid a "**Contingency Fee**" of 33%. Any costs that are payable shall also be subject to a Contingency Fee of 33%.

17. You direct that all amounts due and payable by the Defendant to you shall be paid to Counsel, in trust, and that contemporaneously with signing the Agreement, you will sign the irrevocable Authorization and Direction in the form attached as **Schedule "B"**.

18. After paying Counsel's Contingency Fee, as described in paragraph 19, above, together with any costs award against you, as described in paragraph 13, above, and any disbursements, as described in paragraph 23, below, the balance of the Recovery on your Claim will be paid to you, unless a court directs otherwise, in which case such funds will be paid in accordance with the court's direction.

## DISBURSEMENTS

19. From any Recovery, you shall repay all disbursements that Counsel reasonably incur in relation to your Claim.

20. Recoverable disbursements include all amounts reasonably incurred in connection with the Claim, any motions or applications, the settlement of the Claim, the assessment of damages, or any appeals relating to or arising out of the Claim (including but not limited to expenses incurred for investigation, court fees, travel, lodging, long distance or collect telephone calls, case law database access, courier, postage, photocopier, imaging, and all services provided to Counsel by consultants, experts, counsel, and agents retained by or at the direction of Counsel).

**TERMINATION OF AGREEMENT**

21. Counsel may terminate their representation of you by giving you notice in writing if:

(a) there is a breakdown of trust and confidence;

(b) if Counsel are unable to obtain instructions from you;

(c) if Counsel determine that there is no reasonable prospect of success on your Claim and you refuse to abandon the Claim or settle the Claim on a with or without costs basis;

(d) if Counsel determine that the cost of prosecuting your Claim exceeds the expected Recovery and you refuse to abandon the Claim or settle the Claim on a with or without costs basis; or

(e) if Counsel are required to withdraw from representing you to comply with our professional ethics.

22. In any of these circumstances, Counsel retain the right to continue to act for all other similarly situated claimants through the Section 7 Plan, and you agree that no conflict shall arise. If you cause, or are otherwise responsible for, circumstances that require Counsel to terminate their representation of you, then you shall repay any disbursements. You will pay Counsel's fees in accordance with paragraph 24, below, as though you had terminated our representation.

23. You may terminate Counsel's representation at any time by providing notice to Counsel in writing. You acknowledge that Counsel have expended and will continue to expend significant time and incur significant financial risk in prosecuting your Claim. You understand that retaining Counsel is a precondition to participating in the Section 7 Plan, and that you may no longer be a part of the Section 7 Plan if Counsel's representation is terminated.

24. If you terminate Counsel's representation, whether you engage other lawyers to prosecute your Claim, and you realize Success, then you shall be responsible for paying the following:

(a) if Success had not already been substantially achieved at the time of termination, and you do not achieve Success within 12 months of termination, the lesser of:

(i) the legal fees and disbursements that Counsel have incurred to prosecute your Claim up to the time that you terminate Counsel’s retainer, using the Usual Hourly Rates; and

(ii) Counsel’s Contingency Fee; and

(b) if Success had already been substantially achieved at the time of termination, or if Success is achieved within 12 months of termination, Counsel’s Contingency Fee.

25. Counsel’s fees shall constitute a first charge on your Claim.

## CONFIDENTIALITY

26. Communications between you and Counsel, whether written or verbal, relating to your Claim and the Claims of other claimants are privileged **but that such privilege may be lost if you were to disclose such information to third persons.**

27. You understand that you share a common interest with the other Claimants, and that you wish to cooperate and coordinate their Claims to maximize the value of each such Claim. You agree to protect the confidentiality of privileged information and not to disclose such information to any third person, other than Counsel and other Claimants. You agree that any privilege will not be lost by communicating privileged information about one you to other Claimants in the service of the Claimants' common interest.

28. You agree that Counsel's files and documents compiled in connection with their investigation and prosecution of this matter constitute the work product and property of Counsel.

## ENGAGEMENT OF CO-COUNSEL

29. You understand that it may not be possible for one law firm to litigate all of the Claims captured by the Section 7 Plan. Counsel may, in their sole discretion, recommend that another law firm be engaged to assist with the Claims. You authorize Counsel's, in their sole discretion, to approach other lawyers or law firms to assist with prosecuting your Claim or the Claims of other players ("**Co-Counsel**").

30. If Counsel recommend that you accept representation from Co-Counsel, and you refuse to be represented by Co-Counsel, you understand that Counsel may not be able to continue representing you.

## AN EXAMPLE OF THE OPERATION OF THE AGREEMENT

31. You and Counsel acknowledge that it is difficult to estimate the amount of money, if any, that will be paid as a Contingency Fee, given that this amount will depend on the amount of the Recovery, if any, which is uncertain. An example of how the Agreement operates is set out in **Schedule "C"** to the Agreement.

## IDENTIFICATION OF POTENTIAL CONFLICTS

32. Counsel have conducted a review of records and confirm that they have not identified a mandate for another client in any matter that would create a substantial risk that Counsel's representation of you in prosecuting your Claim would be materially and adversely affected (a "**Conflicting Interest**").

33. Counsel do not normally consider themselves to have a Conflicting Interest because they represent another client who is a business or other competitor, employer, customer or supplier of yours or other Claimants; or another client who is asserting through Counsel's legal positions or arguments that may be inconsistent with those you or other Claimants are asserting or may wish to assert; or another client who is adverse in interest in another matter to the Client or other Claimants.

**REPRESENTATION OF OTHER CLIENTS**

34. While Counsel represents you, Counsel will not act for another client in a matter which creates a Conflicting Interest unless you consent.

35. Counsel's acceptance of this matter is on the basis that you consent to Counsel's representation of other clients in other matters that are adverse to your or other Claimants' interests, including their interest in their Claims, provided that

(a) the other matter is not the same as the Client's Claim; and

(b) Counsel protects your relevant confidential information.

36. You consent to Counsel's representation of the Defendant and its related entities on other matters, including matters that are adverse you or other Claimants, provided that the other matter is unrelated to your Claim.

37. You acknowledge that the timely establishment of a conflict screen will be sufficient protection of the confidentiality of such information so that Counsel may represent another client in such other matter.

38. For the sake of greater certainty, you consent to Counsel's representing you and the other Claimants in respect of the Claims while representing another client adverse to you or the other Claimants in a different matter.

39. When you are no longer Counsel's client, under applicable professional rules, Counsel's may represent another client in any matter that is adverse to your interests, provided that:

(a) the other matter is not the same as the matter in which Counsel previously represented you; and

(b) Counsel protects your relevant confidential information.

40. You acknowledge that the timely establishment of a conflict screen will be sufficient protection of the confidentiality of your information so that Counsel may represent another client in such other matters.

41. You understand that Counsel is relying on the consents described above in agreeing to represent you and the other Claimants in this matter and that Counsel will not be seeking any further consent from you or the other Claimants or consulting with you or the other Claimants before advising, acting for or representing another client with interests adverse to you or the other Claimants. Counsel recommends that you seek advice from independent legal counsel if you have any questions concerning the implications of providing this consent.

## COMMUNICATIONS

42. During this matter, Counsel may exchange electronic versions of documents and e-mails with you and other Claimants using commercially available software.

43. Unfortunately, the available technology is vulnerable to attack by viruses and other destructive electronic programs. As a result, while Counsel have sought to take countermeasures, Counsel's systems may occasionally reject a communication that you or other Claimants send to us, or Counsel may send you or the other Claimants something that is rejected by their systems.

44. Counsel cannot guarantee that all communications and documents will always be received, or that such communications and documents will always be virus free, and Counsel make no warranty with respect to any electronic communications. In addition, Counsel make no warranty with respect to the security of any electronic communication and you consent to the exchange of electronic communications, including confidential documents, unencrypted.

45. Counsel will communicate directly with you to obtain your instructions to pursue a particular Claim, to accept a settlement of your Claim, abandon your Claim, or to consent to a dismissal of your Claim with or without costs. Counsel will take instructions from any person having apparent authority to direct your affairs.

46. You acknowledge that the Agreement authorizes Counsel to take whatever steps are necessary to prosecute your Claim to judgement or an order, including the prosecution or defence of an appeal in the even that Counsel cannot reach you and that failing to act would jeopardize your Claim.

47. Counsel shall report on what they, in their sole discretion, determine to be important developments in the prosecution of your Claim.

## NO GUARANTEE

48. Counsel will endeavour to represent your interests and the other Claimants' interests to the best of their ability. However, Counsel make no guarantees of any specific outcome or results. All legal opinions and advice provided to you or other Claimants reflect Counsel's judgement as lawyers based on the law as it stands, and the facts available to Counsel at the time the opinion or advice is provided.

## AGREEMENT BINDING

49. The Agreement shall bind you, as well as your successors, administrators, and assigns.

50. Counsel are acting on your behalf – but not any officers, directors, employees, subsidiaries, or affiliates of yours, unless specifically retained for that purpose.

## AMENDMENTS AND ENTIRE AGREEMENT

51. It is agreed that there is no oral representation, warranty, collateral agreement, or condition that affects the Agreement. Amendments to the Agreement must be made in writing and duly executed by the parties.

**GOVERNING LAW**

52. The Agreement and our engagement in this matter are governed by the laws of the Province of Ontario and the federal laws of Canada.

**COUNTERPARTS**

53. The Agreement may be executed by you and Counsel in separate counterparts, with signatures by facsimile or electronic means being acceptable, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

**INDEPENDENT LEGAL ADVICE**

54. You acknowledge that before signing the Agreement you were advised of the prudence of obtaining independent legal advice with respect to the meaning, effect, and advisability of the Agreement, and you either did obtain such advice or freely waived the opportunity to obtain such advice.

**DATED** this day of , 2023.

| | | | | |
|---|---|---|---|---|
| (Witness) | | | Client Name | |
| Date: | | | | |
| | | | **Koskie Minsky LLP**<br>**Per:** | |
| (Witness) | | | | |
| Date: | | | | |

## Schedule A

| Personnel | Usual Hourly Rate as of January 1, 2023 |
|---|---|
| James Sayce | $● |
| Vlad Calina | $● |
| Caitlin Leach | $● |
| **[NTD: Insert]** | $● |

## Schedule B

## AUTHORIZATION AND DIRECTION

TO: WHOM IT MAY CONCERN

RE: Canadian Hockey League Litigation

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The undersigned hereby authorizes and directs you to pay all monies with respect to the above matter, including any interlocutory orders relating to costs and disbursements, to my solicitors**, Koskie Minsky LLP,** and this shall be your good and sufficient authority for so doing.

**DATED** this day of , 2023

(Witness) Client Name

## Schedule C – How the Contingency Fee Operates

| One Example (note: these are illustrations only) | Amounts |
|---|---|
| Approximate aggregate damages award, net of fees and disbursements | $● |
| Example # of Claimants | $● |
| Client's aggregate damages | $● |
| Example Recovery | $● |
| Example costs award in favour of the Client | $● |
| Example disbursement award in favour of the Client | $● |
| Example disbursements incurred by Counsel | $● |

**In the above example, what would be the amount of Counsel's fee?**

1. Counsel are entitled to be paid the Contingency Fee of up to 33% of the additional money received, plus HST, as approved by the Court. Additionally, Counsel's disbursements would be repaid. In total, Counsel would receive $●, inclusive of HST, plus $● in disbursements.

**In the above example, what amount would be paid to you?**

2. Your recovery would be $●, based on $● as a disbursement award, less $● paid to Counsel and the return of $● in disbursements, which leaves $●.

## Schedule D – Your Agreement Summary

### Your Agreement Summary

**Koskie Minsky LLP**
**20 Queen St. West**
**Suite 900**
**Toronto, ON M5H 3R3**
**1-866-777-6343**

**Client:** Client Name

| | |
|---|---|
| Legal services covered | You retain Counsel on a contingency fee basis to take all steps necessary to prosecute a claim for compensation.<br>You retain Counsel to represent you:<br>• through to settlement;<br>• through to the end of your hearing; and/or<br>• through an appeal if you lose your case and decide to appeal.<br>You have the right to make all critical decisions about how your case is conducted subject to the terms of the retainer agreement. |
| Disbursements | Counsel may have to pay for items and services from third parties, including taxes. These payments are considered disbursements because Counsel paid for them on your behalf (for example, court filing fees and fees for expert witnesses). |

| | |
|---|---|
| | Internal firm costs are not generally chargeable as disbursements. For example, disbursements do not include the cost of other lawyers, paralegals, law clerks and administrative assistants, or any overtime.<br><br>However, expenses approved by a court or tribunal or authorized by a regulation known as “Tariff A” are also considered disbursements, even if they are internal firm costs (Tariff A is part of the Rules of Civil Procedure).<br><br>You will only have to pay for disbursements if you win your case or receive a settlement. |
| Contingency fee | Counsel are entitled to be paid the Contingency Fee of up to 33% of the additional money received, plus HST, disbursements as outlined above. |
| If interim costs are awarded | Depending on the route for your Claim, Counsel will receive costs on top of any fees payable or Counsel will reduce fees by amounts that Counsel already received in costs. |

## Schedule "II" – Short Form Notice

**DID YOU PLAY MAJOR JUNIOR HOCKEY IN THE ONTARIO HOCKEY LEAGUE, THE WESTERN HOCKEY LEAGUE, OR THE QUEBEC MAJOR JUNIOR HOCKEY LEAGUE?**

**If you were abused while playing Major Junior Hockey, you can claim compensation.**

Since 1975, hockey players may have experienced bullying, hazing and abuse while playing on teams in the Canadian Hockey League, which includes the OHL, the WHL, and the QMJHL. The court has created an opt-in process for legal claims to allow these players to seek compensation. If you want to be part of this process, you must opt-in by [DATE].

### Am I eligible to make a claim?

You are eligible to make a claim if:

(1) `You played for, including participating in training or tryouts for, a team in the CHL, including any team in the OHL, WHL, or QMJHL, at any time since 1975; and

(2) You experienced bullying, hazing or abuse while playing in the CHL.

If you are eligible, you can opt-in to the process to make a legal claim to seek compensation for the abuse that you experienced. If successful, you will receive money to compensate you for the harms that you suffered because of that abuse.

### How do I make a claim?

This is an opt-in claims process. To start a legal claim using this process, you must contact Koskie Minsky LLP by [DATE].

Email: [email address]
Call: ##################

### How will my claim be determined?

If you choose to take part in this opt-in process for legal claims, your claim will be determined as part of a "joinder action" alongside the claims of other people who played for the same team. This means that Koskie Minsky LLP would start an action on your behalf, and on behalf of others who played for the same team as you.

The action that you are part of will be against the team that you played for, the regional league you played in (either the Ontario Hockey League, the Western Hockey League, or the Quebec

Major Hockey League), and the Canadian Hockey League. The action will be brought and determined in the Ontario Superior Court of Justice.

**Who will represent me?**

If you participate in this process, you will be represented by the law firm Koskie Minsky LLP.

If you do not wish to be represented by Koskie Minsky LLP, you can still bring a lawsuit in relation to the abuse that you experienced in the CHL, either by retaining another lawyer or by representing yourself, but you cannot do so as part of this opt-in process for legal claims.

**Is this a class action?**

This is not a class action. In 2020, a proposed class action was started by Daniel Carcillo, Garrett Taylor and Stephen Quirk on behalf of players but it was not certified as a class action by the Ontario Superior Court of Justice. This opt-in process for legal claims is taking place instead of a class action. In a class action, you are part of the lawsuit unless you opt-out by choosing not to participate. In this plan, you must opt-in to participate.

**What happens if I don't take part in this claims plan?**

If you do not take part in this process, you can still bring a separate lawsuit in relation to the abuse that you experienced while playing for a team in the CHL.

However, you should be aware that a limitation period may apply to your claim. A limitation period is the length of time that you can bring a lawsuit for after the events that the lawsuit is about took place. There may be a limitation period applicable to your claim. When Koskie Minsky LLP started the proposed class action, the limitation period was suspended, or paused. The limitation period will resume running on [DATE].

If you wish to start a legal action in relation to your experiences in the CHL outside of this plan, you should seek legal advice on the limitation period prior to [DATE]. Koskie Minsky LLP cannot assist you in bringing a claim outside of this plan.

**For more information visit:** https://kmlaw.ca/chl

## Schedule “III” –Digital Notice

Did you play Major Junior Hockey in the OHL, the WHL, or the QMJHL at any time since 1975? If you suffered abuse or hazing in Major Junior Hockey, you can take part in an opt-in process to seek compensation. Visit https://kmlaw.ca/chl to learn more and make a claim."

## Schedule "IV" – Press Release

**KOSKIE MINSKY LLP ANNOUNCES CLAIMS PLAN FOR PLAYERS ABUSED WHILE PLAYING MAJOR JUNIOR HOCKEY IN THE CHL**

TORONTO: Koskie Minsky LLP announces that the Ontario Superior Court of Justice has created an opt-in process for legal claims for individuals who suffered hazing or abuse while playing Major Junior Hockey in the Canadian Hockey League (which includes the Ontario Hockey League, the Western Hockey League, and the Quebec Major Junior Hockey League).

Under the opt-in process for legal claims, actions will be brought in the Ontario Superior Court of Justice on behalf of groups of players that played for the same team. Koskie Minsky LLP will be counsel on each action.

To take part in the opt-in process for legal claims, former players should contact Koskie Minsky LLP as soon as possible, and no later than [opt-in date]. Players that contact Koskie Minsky LLP after [opt-in date] will not be able to participate in the opt-in process for legal claims.

Anyone with questions should contact Koskie Minsky LLP by phone (####), email (XXXXX@kmlaw.ca), or postal mail (900-20 Queen Street West, Toronto, ON, M5H 3R3). The opt-in process for legal claims was approved under Ontario Superior Court of Justice Court File No. CV-20-00642705-00CP.

Additional information is available online at www.kmlaw.ca/chl
Contact: Koskie Minsky LLP
XXXXXX@kmlaw.ca

### #### #####

N° : 200-06-000258-238

PROVINCE DE QUÉBEC
COUR SUPÉRIEURE
DISTRICT DE QUÉBEC
LOCALITÉ DE QUÉBEC

**CARL LATULIPPE**

Demandeur

c.

**LIGUE CANADIENNE DE HOCKEY**

-et-

***AL.***

Défenderesses

10882/335826.00001 **BF1347**
CASIER DE COUR N$^{O}$ 133

PIÈCE PA-7

ORIGINAL

**Fasken Martineau DuMoulin S.E.N.C.R.L., s.r.l.**
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Québec (Québec) G1K 8N1

**Me Christian Trépanier** Tél. +1 418 640 2011
ctrepanier@fasken.com Fax. +1 418 647 2455

**PIÈCE**
**PA-8**

Court of Appeal File No. COA-23-CV-0353
Court File No. CV-20-642705-00CP

**COURT OF APPEAL FOR ONTARIO**

B E T W E E N :

**DANIEL CARCILLO, GARRETT TAYLOR and STEPHEN QUIRK**
Plaintiffs
(Appellants)

- 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
(Respondents)

Proceeding under the *Class Proceedings Act, 1992*

## SUPPLEMENTARY NOTICE OF APPEAL

**THE PLAINTIFFS APPEAL** to the Court of Appeal from the orders made by the Honourable Justice Perell (the "motion judge"), on February 3, 2023, and October 30, 2023, at Toronto, Ontario.

**THE APPELLANTS ASK** that the orders be set aside and an order be granted allowing the appeal and:

a) Dismissing the defendants' motion to strike the claims against various defendants under Rule 21.01(1)(b);

b) Certifying this action as a class proceeding under the *Class Proceedings Act, 1992*, S.O. 1992, c. 6;

c) In the alternative, remanding the certification motion to a different case management judge of the Superior Court to determine whether the certification criteria pursuant to section 5(1) of the *Class Proceedings Act, 1992*, S.O. 1992, c. 6, have been met;

d) Vacating the order of the Honourable Justice Perell Dated October 30, 2023 (the "Section 7 Order"); and

e) Such further and other relief as counsel may advise and this Honourable Court may permit.

**THE GROUNDS OF APPEAL** are as follows:

1. This proposed class action seeks compensation for former players who experienced abuse and hazing whilst playing within the Canadian Hockey League. It pleads causes of action in systemic negligence, breach of fiduciary duty, and vicarious liability for non-systemic torts.

2. The action was brought against the Canadian Hockey League ("CHL"), its three Member Leagues – the Ontario Hockey League ("OHL"), Western Hockey League

("WHL"), and the Quebec Major Junior Hockey League ("QMJHL") – and the Teams within each League.

3. The appellants moved to certify the action under the *Class Proceedings Act, 1992*, S.O. 1992, c. 6, on December 7, 2020. On December 30, 2020, the respondents brought a cross-motion seeking to strike the action as against the Teams for which none of the plaintiffs had played ("the Non-Plaintiff Teams") based on the *Ragoonanan* Principle, and to stay or dismiss the action as against the non-Ontario defendants on the basis that the court lacks jurisdiction over those defendants.

4. Both motions were heard together over four days on November 14 to 17, 2022. The motion judge released his decision on the motions on February 3, 2023.

5. Finding that the court had jurisdiction *simpliciter* over all of the defendants, the motion judge dismissed the jurisdiction aspect of the respondents' motion.

6. The motion judge granted the respondents' motion to strike the claim against the Non-Plaintiff Teams under the *Ragoonanan* Principle on the basis that, as there were no collective causes of action, the proposed representative plaintiffs had no claims against those Teams. The motion judge found, for the same reason, that the cause of action certification criterion was not satisfied and found, for related reasons, that neither of the common issues and preferable procedure criteria were met.

7. The motion judge determined that, in lieu of a certified class action, there ought to be 60 national opt-in joinder actions, one for each Team in the CHL, with an Individual Issues Protocol for the joinder actions, pursuant to ss. 7, 12, and 25 of the *Class*

*Proceedings Act, 1992*. He provided the plaintiffs 120 days to prepare an Individual Issues Protocol, and bring a motion for approval of that protocol, and suspended both the Order denying certification and the Dismissal Order pending the determination of that motion.

**The Motion Judge Erred in Finding No Cause of Action Against the Teams**

8. The motion judge erred in law in finding that the pleading did not disclose viable claims held by the proposed representative plaintiffs against all of the Teams. In particular, the motion judge erred:

(a) In principle, by failing to assess the causes of action in the manner pled by the plaintiffs, as claims made primarily against the CHL, OHL, WHL, and QMJHL (collectively, "the Leagues"), with the Teams as necessary defendants;

(b) In law, in finding that the Teams could not be held liable for the systemic negligence and vicarious liability of the Leagues;

(c) In law, in finding that the Teams could not be held liable for their own negligence in governing the Leagues; and

(d) In principle, by failing to dispose of the plaintiffs' arguments, including arguments concerning the Teams' liability as Directors of the Leagues.

**The Motion Judge Erred in Applying the *Ragoonanan* Principle**

9. The motion judge erred in law in applying the *Ragoonanan* Principle, which states that in a class action, for each defendant, there must be a representative plaintiff with a

claim against that defendant. The motion judge applied the *Ragoonanan* Principle to find that the pleading failed to disclose a cause of action against the Non-Plaintiff Teams under Rule 21.01(1)(b) and s. 5(1)(a) of the *Class Proceedings Act, 1992*. The *Ragoonanan* Principle has been overtaken by Supreme Court of Canada jurisprudence and should no longer be followed.

**The Motion Judge Erred in Refusing to Certify the Action Against the Teams**

10. The motion judge further erred in finding that a class action could not be certified against both the Leagues and Teams.

11. In determining that the s. 5(1)(c) common issues requirement was not met, the motion judge erred in mixed fact and law in finding that class members' claims against the Teams did not raise common issues.

12. In determining that the s. 5(1)(d) preferable procedure requirement was not met, the motion judge erred:

(a) In principle, by failing to conduct the preferability analysis as directed by binding jurisprudence; and

(b) In mixed fact and law, in finding that class actions are not the preferable procedure in cases concerning systemic negligence resulting in abuse;

13. In determining that the s. 5(1)(e) requirement was not met, the motion judge erred in mixed fact and law in finding that the plaintiffs' litigation plan was not workable.

**The Motion Judge Erred in Declining to Certify an Action Against the Leagues**

14. In the alternative, the motion judge erred in law, in principle, and in mixed law and fact in declining to certify an action against the Leagues alone. In particular, the motion judge erred:

(a) In law in finding that the s. 5(1)(a) reasonable cause of action criterion was not met, despite finding that the pleading disclosed claims in systemic negligence and vicarious liability against the Leagues;

(b) In law in failing, under s. 5(1)(c), to consider the common issues raised by class members' claims against the Leagues;

(c) In principle, under s. 5(1)(d), by failing to consider the preferability of the class action against the Leagues; and

(d) In principle, by failing, under the s. 5(1)(e) representative plaintiff criterion to consider whether the proposed litigation plan was workable for a class action against the Leagues alone.

**The Section 7 Order Should be Vacated and Set Aside**

15. The court may only make an order pursuant to s. 7 of the *Class Proceedings Act, 1992*, S.O. 1992, c. 6 "[i]f the court refuses to certify the proceeding as a class proceeding."

16. If the appeal from the Order denying certification and the Dismissal Order is granted, the Section 7 Order must be vacated and set aside.

17. The motion judge exceeded his jurisdiction and erred in law including by purportedly requiring, through the Section 7 Order, that the appeal from the Order denying certification and the Dismissal Order be abandoned.

18. Such further and other grounds as counsel may advise and this Honourable Court may permit.

**THE BASIS OF THE APPELLATE COURT'S JURISDICTION IS:**

1. As this action was commenced on June 18, 2020, s. 30(1) of the *Class Proceedings Act, 1992*, S.O. 1992, c. 6, as it stood prior to amendments made in October 2020, continues to apply, under which the appellants' appeal from the Order denying certification would lie with the Divisional Court.

2. The Dismissal Order is a final order. An appeal from the Dismissal Order therefore lies to the Court of Appeal, without leave, under s. 6(1)(b) of the *Courts of Justice Act*, R.S.O. 1990, c. C.43.

3. The Section 7 Order, by automatically dismissing this proceeding (Court File No. CV-20-00642705-00CP) started by Daniel Carcillo, Garrett Taylor and Stephen Quirk 365 days after its approval, is a final order.

4. As the appellants appeal from the Order denying certification, the Dismissal Order, and the Section 7 Order, the Court of Appeal has the jurisdiction to hear and determine each appeal under s. 6(2) of the *Courts of Justice Act*, R.S.O. 1990, c. C.43.

5. Rule 61 of the *Rules of Civil Procedure*, R.R.O. 1990. Reg. 194

November 27, 2023

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Carcillo et al.
Plaintiff

and

Canadian Hockey League et al.
Defendant

Court of Appeal File No.: COA-23-CV-0353
Court File No.: CV-642705-00CP

**COURT OF APPEAL FOR ONTARIO**

Proceeding commenced at Toronto

Proceeding under the *Class Proceedings Act*, 1992

**SUPPLEMENTARY NOTICE OF APPEAL**

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PROVINCE DE QUÉBEC
COUR SUPÉRIEURE
DISTRICT DE QUÉBEC
LOCALITÉ DE QUÉBEC

**CARL LATULIPPE**

Demandeur

c.

**LIGUE CANADIENNE DE HOCKEY**

-et-

***AL.***

Défenderesses

10882/335826.00001 **BF1347**
CASIER DE COUR N$^{O}$ 133

PIÈCE PA-8

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En somme, il appert du tableau ci-après exposé que :

- Onze (11) Défenderesses n'ont aucune allégation les concernant ;
- Cinq (5) Défenderesses n'ont qu'un événement les concernant ; et
- Quatre (4) Défenderesses ont plus d'un événement les concernant.

| **ANNEXE I – TABLEAU DES ALLÉGATIONS ET DE LA PREUVE[1]** | | |
|---|---|---|
| **Défenderesses** | **Année de constitution et forme juridique** | **Faits allégués ou preuve déposée (sans égard à leur contestation)** |
| **Ligue Canadienne de Hockey** | • 1975 (pièce R-5)<br>• Nom depuis 2001 (pièce R- 3)<br>• Prorogée en 2012 (pièce R- 3)<br>• Organisme sans but lucratif | • **Demande d'autorisation, par. 108 :** Allégation à l'effet que le commissaire de la LHJMQ était « parfaitement au courant » des abus commis au sein de la ligue et a tenu des réunions avec la LCH en sachant ce qui se passait et en ne faisant rien pour y mettre fin.<br>• **Demande d'autorisation, par. 129 :** Allégation à l'effet que la LCH n'a rendu publics les rapports du CEI (pièce R-34) et de la firme Léger (pièce R-35) qu'en janvier 2022, alors qu'elle en aurait reçu copie en octobre 2020. |

[1] Le présent tableau ne fait pas état des allégations contenues les pièces suivantes vu l'impossibilité de les rattacher à une Défenderesse en particulier :

- Les jugements dans le Dossier *Carcillo*, pièces R-32, R-33 ;
- La lettre transmise au ministre canadien des Sports, pièce R-30 ;
- Le rapport du CEI, pièce R-34 ;
- Le rapport de la firme de sondage Léger, pièce R-35 ;
- L'article de Radio-Canada, pièce R-37 ;

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| **Ligue de hockey junior majeur du Québec inc.** | • 2019 (pièce R-7)<br>• 1969 (pièces R-8 et R-33).<br>• Organisme sans but lucratif | • **Pièce R-8 et Demande d'autorisation, par. 110 :** Déclaration de Gilles Courteau de novembre 2021 et allégation à l'effet que « over [his] 45 years with the QMJHL, there have been problems related to hazing. These problems have been rooted in the conduct of individual perpetrators and specific QMJHL Teams that have acted inappropriately and well outside the expectations and standards of the QMJHL. »<br>• **Pièce R-10** : Dans son mémoire de février 2023, la LHJMQ indique vouloir « travailler, dans les prochains mois, [la] culture du silence, la masculinité toxique et le processus de dénonciation. » (p. 3)<br>• **Pièce R-29 :** Article de La Presse de mars 2023 relatant que « Gilles Courteau savait qu'il y avait déjà eu des initiations corsées dans la LHJMQ » et que la ligue avait précisé qu'il y aurait un encadrement plus rigoureux au niveau des soirées.<br>• **Pièce R-31 et Demande d'autorisation, par. 120 :** Article de juin 2018 relatant que dans le cadre d'une entrevue, Gilles Lupien relate avoir téléphoné au président de la LHJMQ dans les années 1985-1990 concernant les plaintes d'inconduite sexuelle d'<u>un entraineur envers un joueur</u>. Le président de la LHJMQ « lui aurait ri en pleine face ».<br>• **Demande d'autorisation, par. 108 :** Allégation à l'effet que le commissaire de la LHJMQ était « parfaitement au courant » des abus commis au sein de la ligue et a tenu des réunions avec la LCH en sachant ce qui se passait et en ne faisant rien pour y mettre fin.<br>• **Demande d'autorisation, par. 137 :** Article de La Presse de mars 2023 et allégation à l'effet qu'après avoir été confronté à la déclaration de M. Quirk, ancien joueur de la LHJMQ, Gilles Courteau aurait « subitement » donné sa démission (voir également pièce R-29). |

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| **Les Saguenéens junior majeur de Chicoutimi** | • 2015 (pièce R-11)<br>• Organisme sans but lucratif | • **Pièce R-1 et Demande d'autorisation, par. 20 :** Article de La Tribune de novembre 1994 relatant qu'au sein de l'équipe, il y a « les vétérans d'un bord et les recrues de l'autre ».<br>• **Pièce R-2 :** Article de La Presse d'avril 2023 relatant des allégations de violence, d'intimidation et d'agressions physiques et sexuelles commises par certains vétérans sur des recrues telles que le Demandeur ainsi que « Luc » (prénom fictif) dans les années 1994-1995 (sur ce dernier point, voir également la **Demande d'autorisation, par. 139**). À ce titre, l'article relate des « claques en arrière de la tête » et des « coups de poing sur la gueule », le fait d'être enfermé dans les toilettes d'un autobus, de devoir attacher les patins des vétérans, de transporter leur équipement, d'aller leur acheter des boissons gazeuses sous peine de conséquences, ainsi que la tenue de séances de masturbation forcée.<br>• **Demande d'autorisation, par. 8 :** En 1994, dans un autobus au retour d'un match, le Demandeur a été victime de violences sexuelles par ses coéquipiers vétérans alors que des entraineurs étaient à bord de l'autobus et « étaient au courant de ce qui se passait ».<br>• **Demande d'autorisation, par. 16 :** En 1994, lors de sorties dans les bars, les vétérans obligeaient les recrues à leur remettre leur paie, sous peine de violence physique.<br>• **Demande d'autorisation, par. 17 :** En 1994, les vétérans battaient les recrues à coup de barres de savon enroulées dans des serviettes.<br>• **Demande d'autorisation, par. 30 :** Dans les années 1994-1995, le Demandeur aurait subi ou été témoin d'agression physique, soit par le capitaine ou le « *goon* » de l'équipe. |
| **Club de hockey Les Remparts de Québec (2014) inc.** | • 2014 (pièce R-12)<br>• Société par actions | • Aucune allégation. |

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| **Club de hockey junior majeur de Baie-Comeau inc.** | • 1996 (pièce R-13)<br>• Société par actions | • **PièceR-38 et Demande d'autorisation, par. 140 :** Article du Soleil d'avril 2023 relatant l'intimidation chez les recrues au sein de l'équipe, notamment l'histoire de Yanick Lehoux ayant été le « souffre-douleur des vétérans du club ». Celui-ci aurait subi « des initiations dégradantes et des gestes d'intimidation à caractère sexuel » au sein de l'équipe dans les années 1998-2002. |
| **Le Club de hockey l'Océanic de Rimouski inc.** | • 1995 (pièce R-14)<br>• Société par actions | • Aucune allégation. |
| **Les Tigres de Victoriaville (1991) inc.** | • 1991 (pièce R-15)<br>• Organisme sans but lucratif | • **Pièce R-36 et Demande d'autorisation, par. 130b) :** Article de Radio-Canada de décembre 2022 et allégation à l'effet qu'en octobre 2021, deux joueurs de l'équipe ont été accusés d'avoir agressé sexuellement une jeune femme d'âge mineur. |
| **Club de hockey Shawinigan inc.**, également connue sous le nom de **Cataractes de Shawinigan** | • 1967 (pièce R-16)<br>• Organisme sans but lucratif | • Aucune allégation. |
| **7759983 Canada inc.**, également connue sous le nom de **Club de hockey Le Phoenix de Sherbrooke** | • 2011 (pièce R-17)<br>• Société par actions | • **Pièce R-29 :** Article de La Presse de mars 2023 relatant la tenue d'une enquête interne produite en 2019 sur deux initiations chez le Phoenix de Sherbrooke, laquelle a conclu qu'aucun incident malheureux n'a été rapporté lors de ces deux soirées. |

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| **Club de hockey Drummond inc.**, également connue sous le nom de **Les Voltigeurs de Drummondville** | • 1982 (pièce R-18)<br>• Organisme sans but lucratif | • **Pièce R-31 et Demande d'autorisation, par. 121 :** Article de juin 2018 et allégation à l'effet que Jean Bégin, un entraineur de l'équipe a été arrêté en 1989 pour agression sexuelle. L'inconduite sexuelle de Bégin avait été rapportée à Gilles Lupien par un joueur.<br>• **Pièce R-36 et Demande d'autorisation, par. 130a) :** Article de Radio Canada de décembre 2022 et allégation à l'effet qu'à l'automne 2016, une adolescente aurait été agressée sexuellement par trois joueurs de l'équipe.<br>• **Demande d'autorisation, par. 23 :** Dans les années 1994-1995, les recrues, dont le Demandeur, s'enduisaient de shampooing avant de se doucher pour éviter de se faire agresser par les vétérans dans les douches.<br>• **Demande d'autorisation, par. 24 :** Dans les années 1994-1995, le Demandeur aurait été témoin d'un coéquipier qui aurait été attrapé par un vétéran qui lui a inséré un ceintre dans l'anus, entrainant son déchirement.<br>• **Demande d'autorisation, par. 25 :** Dans les années 1994-1995, lors d'une soirée d'initiation dans un bar, les vétérans auraient forcé les recrues, dont le Demandeur, à boire de l'alcool alors que ceux-ci avaient les mains attachées dans le dos.<br>• **Demande d'autorisation, par. 25 :** Dans les années 1994-1995, lors d'une soirée d'initiation dans un bar, les vétérans auraient obligé les recrues à se passer une mixture de nourriture de bouche en bouche, sans avaler, jusqu'à la dernière recrue, laquelle devait ultimement tout avaler.<br>• **Demande d'autorisation, par. 30 :** Dans les années 1994-1995, le Demandeur aurait subi ou été témoin d'agression physique, soit par le capitaine ou le « *goon* » de l'équipe. |

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| **Le Club de hockey junior Armada inc.**, également connue sous le nom de **l'Armada de Blainville-Boisbriand** | • 2011 (pièce R-19)<br>• Société par actions | • Aucune allégation. |
| **Les Olympiques de Gatineau inc.** | • 2007 (pièce R-20)<br>• Société par actions | • **Pièce R-36 et Demande d'autorisation, par. 130b) :** Article de Radio-Canada de décembre 2022 et allégation à l'effet qu'en 2015, une jeune femme a allégué avoir subi un viol collectif commis par quatre joueurs de l'équipe. Aucune accusation n'a été déposée. |
| **Les Foreurs de Val d'Or (2012) inc.** | • 2012 (pièce R-21)<br>• Société par actions | • Aucune allégation. |
| **Les Huskies de Rouyn-Noranda inc.** | • 1989 (pièce R-22)<br>• Société par actions | • Aucune allégation. |
| **Le Titan Acadie Bathurst (2013) inc.** | • 2013 (pièce R-23)<br>• Société par actions | • Aucune allégation. |
| **Club de hockey Les Wildcats de Moncton Limitée** | • 2002 (pièce R-24)<br>• Société par actions | • **Pièce R-29 :** Article de La Presse de mars 2023 mentionnant le témoignage d'un ancien joueur de la LHJMQ, Stephen Quirk, qui a raconté avoir été victime de violences sexuelles lors de son initiation chez les Alpines de Moncton, dans les années 1990. |
| **Saint John Major Junior Hockey Club Limited**, également connue sous le nom de **Sea Dogs de Saint John** | • 2004 (pièce R-25)<br>• Société par actions | • Aucune allégation. |

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| **Cape Breton Major Junior Hockey Club Limited Partnership**, également connue sous le nom de **Cape Breton Eagles Hockey Club** | • 2021 (pièce R-26)<br>• Société en commandite | • Aucune allégation. |
| **Halifax Mooseheads Hockey Club inc.** | • 1994 (pièce R-27)<br>• Société par actions | • Aucune allégation. |
| **8515182 Canada inc.**, également connue sous le nom de **Islanders de Charlottetown** | • 2013 (pièce R-28)<br>• Société par actions | • Aucune allégation. |

N° Cour d'appel :
N° Cour 1ère instance : 200-06-000258-238

PROVINCE DE QUÉBEC
COUR D'APPEL
DISTRICT DE QUÉBEC

**LIGUE CANADIENNE DE HOCKEY** -et-

***AL***

REQUÉRANTES - Défenderesses

c.

**CARL LATULIPPE**

INTIMÉ - Demandeur

10882/335826.00001

CASIER DE COUR N$^{O}$ :133

**BF1347**

Demande pour permission d'appeler d'un jugement autorisation l'exercice d'une action collective et Annexes

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