

CANADIAN LACROSSE ASSOCIATION DISCIPLINE COMMITTEE

BETWEEN:

ONTARIO LACROSSE ASSOCIATION/  
BARRIE LAKESHORE

PLAINTIFF

AND

COQUITLAM ADANACS

DEFENDANT

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**Memorandum of Decision**

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**Panel:**

Shawn Williams (Chair) – President Saskatchewan Lacrosse Association  
Mike Mitchell – First Nations Director  
Richard Grondin – President Federation de crosse du Quebec

**Appearances:**

For the Ontario Lacrosse Association (herein referred to as OLA)

- John Doherty – President
- Doug Luey – VP Major/Minor
- Stan Cockerton – Executive Director

For the Barrie Lakeshore (herein referred to as Barrie)

- Mike Kloepfer
- Lindsay Sanderson
- Bill Perks
- Bill Smith
- Dick Germain

For Coquitlam Adanacs (herein referred to as Coquitlam)

- Les Wingrove
- Ed Ponstart

For the BCLA

- No Representative

Tape Recording of Hearing

The meeting was recorded.

### Complaint

Pursuant to Section 18.4.9 – Tampering of the Canadian Lacrosse Association (CLA), the OLA is filing a charge against the Coquitlam Adanacs in the acquisition of Daryl Veltman.

### Evidence

The Committee was provided with a package of materials which was disclosed to all parties in advance of the hearing, by email.

In addition to these materials, the Committee was provided with the previous decisions made by the CLA, available on their website at [www.lacrosse.ca](http://www.lacrosse.ca), for background information at the request of the OLA.

In relation to the substantive issue, the Committee heard evidence and/or submissions from Stan Cockerton, Doug Luey, Mike Kloepher, Bill Perks and Les Wingrove.

### Stan Cockerton

Mr. Cockerton presented background on transfers and realities of Sr. A lacrosse in Canada. He also provided statistics in regard to the number of transfers processed by the OLA in the previous year. Of the 143 transfers requests received, 142 were approved with the only denial being that of Daryl Veltman. He indicated that these request were negotiated in good faith amongst the teams that were involved in said transfers.

Mr. Cockerton also informed the panel that the title search on the property was done on June 12<sup>th</sup> and they filed their charge of tampering on June 18<sup>th</sup>. The charge was filed within the required 7 days as per CLA Policy.

He also reminded the panel that the policy calls for a minimum fine of \$1,500 but that the panel did have the discretion to go higher.

### Doug Luey

Mr. Luey presented background on the previous rulings made by the CLA in regards to the Transfer Release of Daryl Veltman to BC.

### **Mike Kloepher**

Mr. Kloepher presented Barrie's experience with transfers and in particular the significant costs that Barrie has incurred to date regarding their need to protect themselves in regards to the release of Daryl Veltman from their team.

He explained the value of Daryl as a player and specifically to their team. Daryl is an impact player and would have significantly improved the competitiveness of their team had he played for them. Mr. Kloepher also informed the panel that Daryl was selected first overall in the National Lacrosse League (NLL) draft.

Mr. Kloepher informed the panel that although Daryl claimed a residency move to BC, to a home owned by Dr. Hedges, President of the Coquitlam Adanacs, he has spent 19 of the last 24 months in Ontario or attending school in NY state. He also stated that there were no records for these cash payments being made.

Mr. Kloepher referred to statements given by Daryl that he was informed/directed to employment opportunities by executive members of the Coquitlam Adanacs.

Daryl appeared in a game program (2008) for the team even though he was not playing for Coquitlam. He has traveled to a southern climate with the President of the team and there has been constant contact between the President and the player which Barrie believes is not permitted by CLA policy.

Mr. Kloepher explained that each incident on its own was not enough for them to claim tampering. It was not until the title search on the home was performed that the final piece linking all the other incidents to reach the conclusion of tampering.

He stated that Barrie has been forced to defend itself in court and that Barrie should not have been impacted financially or competitively, and are therefore seeking a judgment of tampering against the Coquitlam organization and restitution for their losses.

Bill Perks asked to confirm for the panel's sake the value of the home in which Daryl was staying was \$1,000,000 and the legal fees that Barrie has incurred are approximately \$50,000 - \$60,000.

### **Les Wingrove**

Mr. Wingrove addressed the realities of Sr. A lacrosse put forward by Mr. Cockerton. He stated that the realities Mr. Cockerton was referring to only applied to teams in Ontario and not B.C..

Mr. Wingrove informed the board that the largest negotiated release prior to the signing of the new policy was \$4,000, for Shawn Williams, which was arbitrated by the CLA.

Daryl's transfer was initiated in 2006 and should fall under the CLA policy at that time, not the current policy.

In response to Barrie's claim on their legal expenses, they were under no obligation to spend the money they did. They were not forced into doing it and the courts ruled against Barrie's claim on

expenses. Mr. Wingrove stated the Coquitlam Adanacs believe that Barrie is trying to recoup the costs that the courts refused to grant through this process.

Coquitlam's only involvement in the transfer process was at one of the appeal stages. Daryl initiated the transfer based on his residency move. The CLA does not dispute Daryl's residency.

The OLA denied Daryl's transfer 3 years ago claiming tampering on Coquitlam's part. Daryl appealed the decision. A number of allegations were made against Coquitlam and Coquitlam asked for status at the meeting to address the statements made against them. During the hearing, the OLA was asked if they wanted to file tampering charges to which the OLA responded no.

Mr. Wingrove then read from a prepared statement. Coquitlam's position is that the allegations of tampering have not been made within the required timeframe. Burden of proof of tampering rest with Barrie and the OLA. They are also the ones required to prove that their proof was submitted within the appropriate time. The evidence must be convincing with no evidence to the contrary.

Daryl subleased a room within a house owned by Dr. Hedges prior to appearing on Barrie's negotiation list. The room was rented in September 2006 when the 2006 transfer policy was in effect and teams such as Coquitlam were free to talk to any graduating junior. Tampering was not part of the policy at the time.

Based on these facts, tampering cannot be charged against Coquitlam

There is also is no evidence that the rental of a room was an enticement for Daryl to play for the Adanacs. Daryl has been paying \$300 rent as per sworn affidavits provided by Daryl. The value of the house should have no bearing on the rent charged for a room His place of residence has been documented for over two years – over the 7 days required to file a charge of tampering.

The issue of directing Daryl to employment was addressed at the CLA hearings. Daryl applied and was hired on his own accord. Mr. Wingrove read part of a letter from the City of Coquitlam which he indicated proved said point. This information was distributed in June 2007 and submitted to the courts in 2007 with Mike Klopfer's signature indicating Barrie was aware of this letter before the 7 day window required for the charge of tampering.

On Daryl's appearance in an Adanacs program of May 24, 2008, Mr. Wingrove explained it was simply a clerical error. The person in charge of the program, takes the previous year's program, makes minor edits and then prepares new program. This was simply an error that Daryl was left in and a current member of their roster was left out. This error is documented in an e-mail by the program person. Mr. Wingrove explained that the program is prepared on a weekly basis. Errors and omissions are corrected and the program is reissued for the following game. This error along with additional errors were corrected for the subsequent release of the program. There is no evidence by the OLA and Barrie indicating when this fact was found out or that it was within the 7 day requirement.

On the issue of Daryl sharing a lawyer (Mr. Yaqueen) with Coquitlam, Dr. Hedges and the WLA, it was explained that the lawyer was hired jointly to save costs for all parties. Mr. Yaqueen was

hired to represent these parties in response to the judgment issued by Justice Lederer. Daryl subsequently hired Mr. Yaqueen on his own accord to deal with the second transfer request and subsequent appeal as he was familiar with the case. Mr. Yaqueen has never represented Dr. Hedges in any matter.

In response to the issue of the vacation courtesy of Dr. Hedges and Coquitlam Adanacs, Mr. Wingrove informed the panel that Daryl traveled to Costa Rica in late 2007 and early 2008 with 13 other people. Dr. Hedges was one of those individuals, 8 other were lacrosse players which included a player from another WLA team, spouses and girlfriends. Daryl paid for his flight and expenses on the trip and the trip had no bearing on where or for what team individuals played. This fact was sworn to in affidavits submitted. Mr. Wingrove indicated that this trip had been planned for some time and found it hard to believe that it was only heard about within the 7 days of filing the tampering charge. Mr. Wingrove also explained that Dr. Hedges is planning a second trip to Costa Rica in an effort to work with organizers down there to grow the game of lacrosse.

Mr. Wingrove reiterated that the 2006 Transfer policy was followed and the fact that Justice Lederer refuted Barrie's claim for costs.

He informed the panel that Barrie did not speak with Daryl regarding his future intention or his playing rights after graduation from Jr. A lacrosse prior to claiming his rights within Ontario. Mr. Wingrove read a statement from Daryl's affidavit which included his decision and reasons for not playing lacrosse in Ontario.

Mr. Wingrove concluded by providing background on himself, Dr. Hedges and the Coquitlam organization. It is Coquitlam's position that the charges have no merit and the charge of tampering has not been proven by the OLA and Barrie Lakeshore.

### **Reasons for Decision**

The Committee reviewed the evidence submitted while considering the charge as it relates to clause 18.4.10 of the CLA Operations manual which reads:

#### ***18.4.10. Tampering***

- 18.4.10.1. Prior to the submissions of the negotiation lists, no team or agent of the team from any MA or AMA may communicate with or allow to tryout or participate in its training camp, practices, intra-squad games or exhibition game, a player from another MA or AMA without first having received written permission by either e-mail or fax from the team or league commissioner with which said player was last registered, prior to that player's participation.***
- 18.4.10.2. After the submissions of the negotiation lists, no team or agent of the team from any MA or AMA may communicate with or allow to tryout/participate in its training camp, practices, intra-squad games or exhibition game, a player from another MA or AMA negotiation list without first having received written permission by either e-mail or fax from the team or league commissioner with which said player was last registered as per the negotiation list, prior to that player's participation.***
- 18.4.10.3. Failure to comply with this policy will result in:***

- 18.4.10.3.1. *an automatic fine of one thousand five hundred dollars (\$1,500.00) to the offending team, payable to the CLA within 30 days of notification by the CLA office. The CLA will then forward the fine to the offended team; and*
- 18.4.10.3.2. *further disciplinary action or sanctions as determined by the CLA Disciplinary Committee. These sanctions may include one or more of the following:*
  - 18.4.10.3.2.1. *An additional fine;*
  - 18.4.10.3.2.2. *A ten (10) game suspension to the head coach of the offending team;*
  - 18.4.10.3.2.3. *A suspension for a period of up to one (1) year to the responsible team officials of the offending team*
- 18.4.10.4. *The charge of tampering must be filed by the offended team within 7 days of the offended team discovering the occurrence of the tampering to the CLA in accordance with the CLA Discipline procedure. The burden of proof is with the team filing the tampering charge.*
- 18.4.10.5. *Any charge of tampering deemed to be frivolous by the CLA Discipline Committee will result in a penalty being assessed as per the discipline policy.*

Upon review of all evidence submitted, the panel considered the following seven facts, in no particular order, in making their decision.

1. Trip to Costa Rica – no receipts were submitted indicating that someone other than Daryl paid for this vacation. This was considered speculative and unsubstantiated.
2. Residency and College Eligibility – Daryl continues to maintain his residency in British Columbia and has not incurred any NCAA sanctions as to his residency.
3. Lawyer/client representation of Daryl Veltman – The panel agreed that the use of Mr. Yaqeen was a time and cost savings measure. Given that Mr. Yaqeen was familiar with the circumstances, Daryl’s retention of Mr. Yaqeen to act on his behalf for the subsequent transfer request and appeal is not unrealistic.
4. Market value of rental property – the value of the house is irrelevant to the situation at hand. The value does not reflect the norm across Canada and is only applicable to the area in question which is typically higher than most Canadian markets.
5. Previous rulings regarding Daryl Veltman – the panel used the previous rulings as background information only. The panel reviewed the material and the information used in the decision were from the hearing on September 11, 2008.
6. Rental accommodations (\$300.00) – This rental fee is for 1 bedroom with shared kitchen and bathroom facilities. The residence is shared with 5 other individuals and the panel feels it was obtained through Daryl’s social network and not the Coquitlam Adanacs organization. Ownership and value of the property was deemed irrelevant and the rental rate was deemed to reflect market value for accommodations such as these.
7. Job status/interview – Daryl Veltman is not directly employed by any member of the Coquitlam Adanacs. While it is true that Daryl was directed or pointed in the right direction to apply to the City of Coquitlam, he was also directed to 3 or 4 different job opportunities that fit his skill set. Daryl interviewed and was subsequently hired on his own merits. The employment is deemed not to have been given to Daryl as an incentive to play lacrosse for the Coquitlam Adanacs.

Facts 1 through 5 were considered either non-persuasive, inadmissible or unsubstantiated for the reason provided above. Facts 6 and 7 were the only ones that the panel believed were factually based, were substantiated and had relevance to be relied upon by the committee.

Conclusion

Based on the above, the panel dismisses the charges of tampering against the Coquitlam Adanacs.

Dated October 3, 2008 at Prince Alberta, Saskatchewan.

**CLA DISCIPLINE COMMITTEE**

Per: \_\_\_\_\_  
**Shawn Williams, Chair**